



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
July 16, 2024 7:00 PM



I. CALL TO ORDER: Council President Greg Davied

II. ROLL CALL

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____
Tom Schmitz _____ John Welch _____

III. OPENING PRAYER: Gary Green

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. **Approval of the Minutes of the July 2, 2024 regular City Council meeting.**

B. **Approval of the Minutes of the July 9, 2024 Special 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. 24-13 in the amount of \$693,275.96.**

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 24-13.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

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 submitting a Notice of Revenue Neutral Rate Intent form to the Sedgwick County Clerk's Office.**

Action: Motion to (approve / deny / table) the Notice of Revenue Neutral Rate Intent document as presented and authorize the Council President to sign.

Motion _____ Second _____ Vote _____

- B. Consideration of a bid for Storm Sewer infrastructure replacement and repair at Denise Park. Three companies submitted bids:**

<u>Company</u>	<u>Bid</u>
Apex Excavating	\$27,370
Dondlinger Construction	\$32,812
UMC	\$33,800

Action: Motion to (accept / deny / table) the bid from _____ in the amount not to exceed \$_____ for Storm Sewer infrastructure replacement and repair at Denise Park and authorize the Council President to sign.

Motion _____ Second _____ Vote _____

- C. Consideration of selecting an Owners Representative for Utilities and Public Works Facility project. PEC, Burns & McDonnell, and SEH submitted RFQ's.**

Action: Motion to accept the Request for Qualifications from _____ and authorize staff to (negotiate an agreement / reject all proposals / table this item).

Motion _____ Second _____ Vote _____

- D. Consideration of Approving Change Order No 4 from Kansas Paving for work related to Stormwater Pollution Prevention (SWPPP) for the 53rd Street - Oliver to Woodlawn paving project.**

Action: Motion to (accept / deny / table) Change Order no 4 from Kansas Paving for the 53rd Street - Oliver to Woodlawn paving project in the amount not to exceed \$16,387.50, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

E. Consideration of A Street Right of Way Dedication for Reserve C, Chapel Landing 3rd, Bel Aire, Sedgwick County, Kansas.

Action: Motion to (accept / deny / table) the Street Right of Way Dedication for Reserve C, Chapel Landing 3rd, Bel Aire, Sedgwick County, Kansas and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

F. Consideration of adopting updates to the Personnel Policy Manual.

Action: Motion to (adopt / deny / table) the Personnel Policy Manual (as presented / as amended).

Motion _____ Second _____ Vote _____

G. Consideration of a service agreement with the Chisholm Creek Utility Authority (CCUA) concerning a cost-of-service methodology for water and wastewater.

Action: Motion to (accept / table / deny) the 6th Supplemental Service Agreement with Chisholm Creek Utility Authority (CCUA) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

- A.** **Action:** Motion to recess into executive session to discuss CCUA contract negotiations pursuant to K.S.A. 75- 4319(b)(2) for legal consultation with the City Attorney which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, and Justin Smith. 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.** Rec Activities - June 2024

B. Manager's Report - July 16, 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
July 02, 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 Tom Schmitz participated via videoconference.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, City Clerk Melissa Krehbiel, and Bond Counsel Sarah Steele of Gilmore & Bell.

III. OPENING PRAYER: A moment of silent prayer was observed.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

- A. Approval of Minutes of the June 18, 2024 City Council meeting.**
- B. Approval of the 2024 Municipal Water Conservation Report**
- C. Approval of the Mayor's Reappointment of Terry Ercolani to Seat 2 on the Bel Aire Utility Advisory Committee (UAC). If approved, the term will expire on August 1, 2027.**
- D. Approval of the Mayor's Reappointment of Dan Broyles to Seat 1 on the Bel Aire Utility Advisory Committee (UAC). If approved, the term will expire on August 1, 2027.**
- E. Confirm the Mayor's reappointment of John Charleston to the Planning Commission. If approved, the term will expire on April 1, 2027.**

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 24-12 in the amount of \$925,527.79.

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance No. 24-12. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

VIII. CITY REQUESTED APPEARANCES: None.

IX. CITIZEN CONCERNS: No one spoke.

X. PUBLIC HEARING

- A. Industrial Revenue Bonds, WAM Investments - Phase 2:** The purpose of the public hearing is to hear from taxpayers, citizens and other interested parties in regard to the issuance by the City of Bel Aire, Kansas of its Industrial Revenue Bonds (WAM Investments - Phase 2), in a principal amount not to exceed \$3,700,000 (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 the acquiring, constructing and equipping of a commercial facility to be located at 9000 E. 46th Street North, Bel Aire, Kansas. The Issuer further intends to lease such facility to WAM Investments, LLC, a Kansas limited liability company, or another legal entity to be formed by the principals of WAM Investments, LLC (the "Tenant").

Mayor Benage opened the public hearing. No one spoke.

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

XI. REPORTS

A. Council Member Reports

Councilmember Hamburg reported she attended the latest Eagle Lake Park cleanup and the latest meeting of the CCUA, where she served as an alternate member in Councilmember Davied's absence. She attended a tour of sewer lift stations and thanked staff from Bel Aire, Park City and CCUA for organizing the tour. She also thanked Bel Aire Recreation volunteer coaches and staff for the ball season that just ended.

Councilmember Davied thanked the Bel Aire Police Department for their quick response tonight after a tree on 45th Street was downed by a storm.

Councilmember Dehn reported he recently volunteered for WAMPO's Safe Routes To School Plans Consultant Selection Committee. He briefly reviewed the latest meeting of the K-254 Corridor Development Association. On July 13th, he will host a community walking event at Central Park—all are welcome.

Councilmember Schmitz reported he has been setting up paperwork and email for his new city council position. He also recently looked at the Bel Aire Recreation fields, which will need some work.

B. Mayor's Report

Mayor Benage briefly reviewed the Regional Water Needs Consult hosted by Kansas Department of Health and Environment (KDHE) and the most recent meetings of the Sedgwick County Fire District No. 1 Steering Council, K-254 Corridor Development Association, and Chisholm Creek Utility Authority (CCUA). He also attended the June 29th cleanup at Eagle Lake Park.

Mayor Benage reported he recently received a thank you note for the City's support of PBS Kansas. He noted that two Bel Aire residents and former City Attorney Jaci Kelly are running in the same District Court Judge race. He noted that the President's cognitive decline was displayed at the presidential debate on Thursday and he requested prayers for the President and the nation.

Regarding upcoming events, CCUA will hold an En Banc meeting at 5:30 p.m. on July 25, 2024 at Bel Aire City Hall. The regular monthly CCUA meeting will be held immediately after the En Banc meeting. He encouraged the public to attend the community walking event at Bel Aire Central Park on July 13th and wished everyone a safe and enjoyable Independence Day.

C. City Attorney Report: No report was given.

D. City Manager Report

City Manager Ted Henry gave a brief report on a collapsed stormwater drainage pipe in Denise Park. The corrugated metal pipe collapsed due to age and needs to be repaired urgently. City staff will soon request bids on the project to get it repaired as soon as possible. Regarding fireworks, Mr. Henry reminded residents to call Sedgwick County's non-emergency phone number for fireworks complaints, and to clean up all fireworks debris by 10 pm on July 5th. City offices will be closed for the 4th of July. He also congratulated several employees for their many years of service.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Determining The Advisability Of Issuing Industrial Revenue Bonds For The Purpose Of Financing The Acquiring, Constructing And Equipping Of A Commercial Facility To Be Located In The City; And Authorizing Execution Of Related Documents (WAM Investments, Phase 2).

MOTION: Councilmember Welch moved to adopt A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Determining The Advisability Of Issuing Industrial Revenue Bonds For The Purpose Of Financing The Acquiring, Constructing And Equipping Of A Commercial Facility To Be Located In The City; And Authorizing

Execution Of Related Documents. Councilmember Davied seconded the motion.
Motion carried 5-0.

B. Consideration of accepting the dedication of streets and other public ways, service and utility easements and land dedicated for public use as shown on the Revised Final Plat of Chapel Landing 7th.

MOTION: Councilmember Davied moved to accept the dedications within the Revised Final Plat of Chapel Landing 7th, Bel Aire, Sedgwick County, Kansas, and authorize all required signatures. Councilmember Dehn seconded the motion.

Roll Call Vote:

Greg Davied - Aye	Tyler Dehn – Aye	Emily Hamburg - Aye
Tom Schmitz - Aye	John Welch - Aye	Mayor Jim Benage- Aye

Motion carried 6-0.

C. Consideration of An Agreement Concerning The Development Of Chapel Landing 7th, Bel Aire, Sedgwick County, Kansas.

MOTION: Councilmember Dehn moved to approve An Agreement Concerning The Development Of Chapel Landing 7th, Bel Aire, Sedgwick County, Kansas and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

D. Consideration of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending A Conditional Use Permit For A Home Occupation Of In-Home Daycare On Property Zoned R-5 And Located Within The Corporate City Limits Of The City Of Bel Aire, Kansas (CON-24-01).

Applicant Lisa Barragan stood for questions from the Council.

MOTION: Councilmember Hamburg moved to adopt the Ordinance Approving a Conditional Use Permit in CON-24-01 and authorize the Mayor to sign.

Councilmember Welch seconded the motion.

Roll Call Vote:

Greg Davied – Aye	Tyler Dehn - Aye	Emily Hamburg - Aye
Tom Schmitz – Aye	John Welch - Aye	Mayor Jim Benage- Aye

Motion carried 6-0.

XIII. EXECUTIVE SESSION

A. MOTION: Councilmember Welch moved to recess into executive session to discuss with legal counsel and receive legal advice related to the Woodlawn Roadway Project. The discussions will be pursuant to K.S.A. 75- 4319(b)(2) for legal consultation with attorney Neil Gosch, which are deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer, and Neil Gosch. The meeting will be for a period of 20 minutes, and the open meeting will resume at 8:00 p.m. Councilmember Davied seconded the motion. *Motion carried 5-0.*

The Council then recessed into Executive Session. At 8:02 p.m., Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

- B. MOTION:** Councilmember Welch moved to recess into executive session to discuss CCUA negotiations pursuant to K.S.A. 75-4319(b)(2): for legal consultation with the City Attorney which would be deemed privileged in the attorney-client relationship. Invite the City Manager and the City Attorney. The meeting will be for a period of 30 minutes, and the open meeting will resume in Council Chambers at 8:33 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council then recessed into Executive Session. At 8:33 p.m., Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

XIV. DISCUSSION AND FUTURE ISSUES

- A. City Council Workshop - July 9, 2024, at 6:30 p.m.?**

The Council briefly discussed the agenda for the upcoming workshop, which will be held on July 9th at 6:30 p.m.

XV. ADJOURNMENT

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



MINUTES SPECIAL CITY COUNCIL MEETING

7651 E. Central Park Ave, Bel Aire, KS
July 09, 2024 6:00 PM



I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 6:00 p.m.

II. ROLL CALL

Present were Councilmembers Tyler Dehn, Emily Hamburg, Tom Schmitz, and John Welch. Councilmember Greg Davied participated via videoconference.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, and Justin Smith.

III. REQUEST FOR SPECIAL MEETING

The request for special meeting was read aloud and is attached hereto.

IV. EXECUTIVE SESSION

MOTION: Councilmember Hamburg moved to recess into executive session to discuss CCUA contract negotiations pursuant to K.S.A. 75- 4319(b)(2) for legal consultation with the City Attorney which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, and Justin Smith. The meeting will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 6:18 p.m. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

The Council then recessed for Executive Session. At 6:20 p.m., Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Hamburg moved to extend the executive session for 10 minutes and reconvene in Council Chambers at 6:31 p.m. Councilmember Dehn seconded the motion. ***Motion carried 4-0,*** with Councilmember Davied absent from the vote.

The Council then recessed for Executive Session. At 6:32 p.m., Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Welch moved to suspend the special meeting until after the City Council workshop. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

The Council then recessed for the City Council Workshop at 6:35 p.m.

At 9:25 p.m., following the City Council Workshop, Mayor Benage called the special meeting back to order.

MOTION: Councilmember Welch moved to extend the executive session for an additional 5 minutes, returning at 9:30 p.m. Councilmember Schmitz seconded the motion. ***Motion carried 5-0.***

The Council then recessed for executive session. Justin Smith was absent from this portion of the Executive Session. At 9:32 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

V. DISCUSSION

A. Consideration of a service agreement with the Chisholm Creek Utility Authority (CCUA) concerning a cost-of-service methodology for water and wastewater.

MOTION: Councilmember Welch moved to table the 6th Supplemental Service Agreement with the Chisholm Creek Utility Authority. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

VI. ADJOURNMENT

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

Attached: Request for A Special City Council Meeting dated July 2, 2024.

Approved by the City Council this ____ day of _____, 2024.

Jim Benage, Mayor

ATTEST:


Melissa Krehbiel, City Clerk

CITY OF BEL AIRE		
AP ORD 2024-13		
Vendor & Payroll Checks 06/24-07/08/2024		
AGH	2024 AUDIT PROGRESS	\$ 25,000.00
AHLF, THOMAS	YOUTH SPORTS OFFICIAL	\$ 195.00
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION	\$ 78.00
AMAZON	OFFICE SUPPLIES/EQUIO	\$ 315.14
ARC PHYSICAL THERAPY PLUS	DRUG SCREENING	\$ 35.00
AT&T - U-VERSE	INTERNET BACKUP	\$ 150.00
ATWATER, NATHAN J	YOUTH SPORTS OFFICIAL	\$ 80.00
BARNEY, LISA	SUMMER CAMP WEEK REFUND	\$ 120.00
BEEZLEY, ALIXANDRA	REFUND OVERPAYT FOR WA CONNECT	\$ 25.00
BEST BUY	OFFICE SUPPLIES	\$ 153.98
BJS RESTAURANT	MEETING	\$ 14.10
BRAINARD, NATHAN W	YOUTH SPORTS OFFICIAL	\$ 375.00
BURNS & MCDONNELL ENGINE	PROJECT MGT;SEWER FRAMEWORK	\$ 3,940.50
CANVA	CANVA MEMBERSHIP	\$ 73.10
CENTRAL KEY AND SAFE CO	POOL KEYS	\$ 49.50
CHARLIES CAR WASH	FLEET CAR WASH	\$ 130.00
CHISHOLM CREEK UTILITY AU	07/24 CCUA CONTINGENCY	\$ 5,820.00
CINTAS CORPORATION	PW UNIFORMS; MATS, TOWELS	\$ 2,125.28
CINTAS FIRST AID & SAFETY	PD:RESTOCK FIRST AID	\$ 316.07
CITY OF BEL AIRE	WATER REBATE CREDIT TO UB ACCT	\$ 1,535.00
CMW	PD HVAC REPAIR	\$ 360.00
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	\$ 8,207.90
COSTCO	ACCIDENTAL PURCHASE-REFUNDED	\$ 49.74
CREATIVE AWARDS & SCREEN	TENURE AWARD-SMITH & ATTEBERRY	\$ 249.09
CULLIGAN OF WICHITA	WATER SERVICE	\$ 95.10
CUMMINS SALES & SERVICE	INSP/SVC GENERATOR LS 3	\$ 1,285.13
DIGITAL OFFICE SYSTEMS	PD:KONICA C300i COPIER	\$ 69.70
DILLONS	DAY CAMP ACTIVITY SUPPLIES	\$ 39.49
ECITY TRANSACTIONS, LLC	06/24 ONLINE PYT SERVICE	\$ 450.00
EDIGER, ETHAN	MILEAGE FOR CONFERENCE	\$ 9.83
ELLIOTT ELECTRIC SUPPLY	CP STREET LIGHT BULBS	\$ 126.90
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 1,047.00
ETHERIDGE, BECCA	POOL RENTAL REFUND	\$ 160.00
EXPERT AUTO CENTER	PD VEHICLE MAINTENANCE	\$ 58.49
FEDEX	WATER SAMPLES	\$ 56.61
FELIX'S LANDSCAPING & IRR	REC:IRRIGATION REPAIR	\$ 380.00
FICA/FEDERAL W/H	FED/FICA TAX	\$ 27,415.76
FIZZ BURGERS & BOTTLES	MEETING	\$ 15.00
FRIESEN & ASSOCIATES INC	WOODLAWN LEGAL PR	\$ 1,312.50
GALAXIE BUSINESS EQUIPMEN	FURNITURE MOVING	\$ 147.92
GARVER	45TH OLIVER-WOODLAWN DISCOVERY	\$ 15,389.56

GREAT PLAINS TRANSPORT	REC FIELD TRIP	\$ 154.80
HARBOR FREIGHT	MINOR EQUIPMENT	\$ 449.98
HARDWICK, ANTHONY	YOUTH SPORTS OFFICIAL	\$ 60.00
HARDWICK, CHRISTOPHER	YOUTH SPORTS OFFICIAL	\$ 375.00
HARDWICK, HAYDEN	YOUTH SPORTS OFFICIAL	\$ 55.00
HARDWICK, JEFFREY	YOUTH SPORTS OFFICIAL	\$ 200.00
HAYS, ASHLEY	REFUND SUMMER DAY CAMP	\$ 304.00
HBSPTS	ACCIDENTAL P-CARD PURCHASE	\$ 1.60
HESS, MARTY	YOGA INSTRUCTOR	\$ 120.00
IDEATEK TELECOM	06/24 HOSTED PHONE SERV	\$ 838.27
IMA, INC.	HEALTH BENEFITS ADMIN JUL #10	\$ 833.00
IMAGINE IT, INC	COMPUTER SUPPORT SERVICE	\$ 14,663.36
INDEED	JOB POSTING	\$ 1,509.42
INFOSEND	JUNE UTILITY BILLS & LATE NOTICES	\$ 1,818.25
INTERLINGUAL INTERPRETING	COURT INTERPRETER 06/06/24	\$ 67.50
INTERNATIONAL CODE COUNCI	2024 DUES:ICC 9534535 K RPICE	\$ 69.00
JAY C HINKEL	WATER AGREEMENT-WICHITA	\$ 4,149.75
JCI INDUSTRIES, INC.	DIAGNOSE/REPAIR 37TH LIFT ST	\$ 6,925.00
KANSAS CHAMBER OF COMMERC	CONFERENCE-MAYOR	\$ 450.00
KANSAS GAS	GAS SVC:CH	\$ 620.28
KANSAS GOLF AND TURF-WICH	MOW EQUIP REPAIR/SUPPLIES	\$ 819.43
KIRBY, BRENNIA	YOUTH SPORTS OFFICIAL	\$ 169.00
KIRBY, WILLOW	YOUTH SPORTS OFFICIAL	\$ 408.00
KONDA, KAMERON	YOUTH SPORTS OFFICIAL	\$ 105.00
KS DEPT OF AG:PESTICIDE	CHEMICAL TEST	\$ 90.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,889.70
KS DEPT REVENUE:SALES TAX	06/24 SALES TAX	\$ 1,060.87
KS PUBLIC EMPL RETIRE SYS	KP&F	\$ 21,543.96
KS SOCIETY PROF ENGINEER	ANNUAL CONFERENCE REGISTRATION	\$ 349.00
KS TREASURER - BOND SVC	PBC 2014A	\$ 38,495.00
KS TREASURER - COURT FEES	COURT FEES	\$ 3,886.61
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	\$ 1,100.00
LEAGUE OF KS MUNICIPALITI	JOB POSTING	\$ 165.00
LEASE FINANCE PARTNERS	36822QT:06/24:PD COPIER	\$ 141.63
LEE REED ENGRAVING, INC	ENGRAVING PLAQUES	\$ 32.40
LINSTAR INC	ID CARDS:PD	\$ 165.80
LOGO DEPOT	PZ EMPLOYEE UNIFORMS	\$ 394.10
MARDEL	CAMP SUPPLIES	\$ 63.81
MCCOSKEY, CRAIG A	CONTRACT MOWING	\$ 800.00
MENARDS	MINOR EQUIPMENT	\$ 45.97
MODIFIED LOGIC	LASERFICHE: SUBSCRIPTION	\$ 3,613.05
MUNICIPAL SUPPLY INC	METER SUPPLIES	\$ 688.36
MURFINN, JIM	POOL RENTAL REFUND	\$ 80.00
MUSEUM OF WORLD TREASURES	SENIOR TRIP	\$ 40.00

NATIONAL SCREENING BUREAU	NEW HIRE BACKGROUND CHECK	\$ 63.70
NORTHRIDGE SAND	LARGE ROCKS-PARKS	\$ 3,273.50
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 76.05
PEC	45TH OLIVER-WOODLAWN RECON GEO	\$ 75,694.75
PITNEY BOWES	MONTHLY LEASE AGREEMENT	\$ 261.45
PIVOLOCITY	ERP CONSULTING 2024-06	\$ 1,562.50
PIZZA HUT	CAMP	\$ 133.69
PSHRA CHAPTER-KANSAS	PSHRA MEMBERSHIP-APPEL	\$ 120.00
PUBLIC WORKS & UTILITIES	22,541,250 GAL:04/03-06/05/24	\$ 115,454.22
PYE-BARKER FIRE & SAFETY	PD:FIRE EXT INSP/CERT ANNUAL	\$ 485.75
SAMS CLUB	CAMP SUPPLIES	\$ 1,513.38
SEDGWICK CO TAG OFFICE	CRANE TRUCK TAG	\$ 47.77
SEH INC	SCP 3RD CONSTRUCT SERVICES	\$ 30,948.73
SHANNON, DOMINIQUE	RESTITUTION	\$ 20.00
SIMPLE CLEAN	07/24 JANITORIAL SVC:CH	\$ 2,824.60
SIMPLOT PARTNERS	REC:HERBICIDE	\$ 480.05
SMITH, BETHANY K	YOUTH SPORTS OFFICIAL	\$ 143.00
SPECTRUM PROMOTIONAL PROD	POOL UNIFORMS	\$ 301.92
STICKERPRO.COM	POLICE CAR STICKERS	\$ 102.11
SUMNERONE	COPIERS CONTRACTS/SUPPLIES	\$ 2,204.46
SURENCY	07/24 VISION INSURANCE	\$ 407.27
TAYLOR, AIYANNA	POOL DAY FEE REFUND	\$ 10.00
THE HOME DEPOT	GROUNDS IMPROVEMENT	\$ 863.62
TRANSYSTEMS	53RD RECON OLIVER-WOODLAWN	\$ 5,890.05
TREE TOP NURSERY A	CONTRACT MOWING	\$ 1,134.60
TRIPLETT,WOOLF&GARRETSON	CITY ATTY MATTERS/NEW ADMIN	\$ 220.00
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES	\$ 14,013.57
TYLER TECHNOLOGIES INC	INCODE ANNUAL SAAS FEES YEAR 1	\$ 52,723.32
UNITED INDUSTRIES INC	POOL:CHEMICALS	\$ 2,068.49
UTILITY MAINTENANCE CONTR	WATER SVC INSTALLS x6	\$ 72,525.67
VERIZON WIRELESS:CELL PHS	CELL PHONE SVC	\$ 1,704.50
VISION ALLIANCE MARKETING	06/24 COURT SERVICES OFFICER	\$ 150.00
VISTAPRINT	BUSINESS CARDS-TRUMBULL	\$ 53.98
WADE, TERESA	TAEKWONDO INSTRUCTOR	\$ 160.00
WALMART	CAMP SUPPLIES	\$ 495.23
WASTE CONNECTIONS	PORTABLE RESTROOM-REC	\$ 85.00
WAV SERVICES INC	COUNCIL AUDIO VIDEO OPERATION	\$ 3,840.00
WEX BANK	FLEET FUEL	\$ 3,693.39
WICHITA WINWATER WORKS	WATER SVC MAINTENANCE SUPPLIES	\$ 73.98
WILKINS, ELLIE	YOUTH SPORTS OFFICIAL	\$ 40.00
WILLIAMS, JOY:ATTY AT LAW	PROSECUTOR SVC	\$ 559.00
WORKSTEPS, INC	PRE-EMPLOYMENT SCREENING	\$ 150.00
WSU-CONTINUING ED	KACM MANAGEMENT SUMMIT	\$ 140.00
ZERO9 SOLUTIONS LLC	UNIFORM-GREENWOOD	\$ 19.00

PAYROLL CHECKS	PAYROLL CHECKS ON 07/03/2024	\$ 86,276.37
	CLAIMS TOTAL	\$ 693,275.96

Approved

7-9-24

City of Bel Aire, Kansas

STAFF REPORT

DATE: July 16, 2024

TO: Bel Aire City Council

FROM: Barry Smith, Finance Director

RE: Revenue Neutral Rate Intent to Exceed



BACKGROUND:

Every year, each taxing jurisdiction intending to exceed their calculated revenue neutral rate must notify the County Clerk's office by July 20th. The notice must be submitted by July 20th, giving the County ample time to prepare all revenue neutral rate notices and send them to all property owners in each taxing jurisdiction.

SUMMARY:

As discussed at the 7/9/2024 Budget Workshop, the revenue neutral rate intent document does not set the mill levy for the 2025 budget, but it does set the maximum total mills the City is able to levy for the 2025 budget. The Bel Aire City Council still has the authority to levy less than 43.000 mills.

The notice must include the proposed mill levy, time and date of the revenue neutral rate hearing, and the location where the hearing will be held. For the 2025 budget, city staff is recommending:

- Proposed mill levy: 43.000 Mills (same mill levy as the 2024 budget)
- The Revenue Neutral Rate Hearing to be held on 9/3/2024 at 7:00 p.m.
- The location of the hearing will be at Bel Aire City Hall

LEGAL IMPLICATIONS:

Signing of the document is a requirement of K.S.A. 79-1460, 79-1801, 79-2024, 79-2925c, and 79-2988

RECOMMENDATION:

Approve the Revenue Neutral Rate Intent document and authorize the Mayor to sign.



Sedgwick County...
working for you

County Clerk's Office

Kelly Arnold, County Clerk

100 N Broadway, Suite #620, Wichita, KS 67202
TEL: 316-660-9210 - www.sedgwickcounty.org - FAX:
316-383-7961 sgclerkreports@sedgwick.gov

Section XI, Item A.

NOTICE OF REVENUE NEUTRAL RATE INTENT PURSUANT TO

K.S.A 79-1460, 79-1801, 79-2024, 79-2925c, 79-2988

Please indicate below whether your governing body will be exceeding the Revenue Neutral rate:



Yes, we intend to exceed the Revenue Neutral Rate and our proposed mill levy is 43.000

The date of the Hearing is 09/03/24 at 7:00 p.m. and will be held at City Hall 7651 E. Central Park Ave
in Bel Aire, KS



No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget to the County Clerk on
or before August 25, 2024.

SIGNATURE

DATE

City Council President

Title

Tax District

NOTE: Districts who exceed the RNR must adopt a Resolution or Ordinance with a **ROLL CALL VOTE** at their RNR Hearing. This document must be included with the budget certification to the County Clerk.

City of Bel Aire, Kansas

STAFF REPORT

DATE: 7/17/2024

TO: City Manager

FROM: Marty McGee

RE: Denise Park



BACKGROUND: The corrugated 36-inch storm water drainage pipes at Denise Park have been installed for over 25 years and has deteriorated.

DISCUSSION: This 36-inch corrugated pipe allows storm water to drain water off the surrounding neighborhoods and exit under Denise Park. This corrugated pipe will need to be upgraded to reinforced concrete pipe to allow longer stability for our community.

Here are the start and completion time for each contractor:

Apex- 6 to 8 weeks start time, the cheapest but longest lead time, two weeks to complete the job.

UMC- start date on July 29th will take one week to complete the job but quoted CMP pipe, (corrugated metal pipe) not REC (reinforced Concrete Pipe) pipe. This is the same pipe that is currently in the ground. Not what we want to use. I had conversation with UMC this morning and he said the bid would be considerably higher with (RCP) pipe.

Dondlinger- Start date July 31st Two weeks to complete the job possibly sooner.

Contractors	Bid amount
UMC	\$33,800.00
Dondlinger	\$32,812.00
Apex	\$27,370.00

FINANCIAL CONSIDERATIONS: Funding for this project will be taken from the stormwater funds.

RECOMENDATION: Staff recommends the City Council accept the bid
From Dondlinger Construction In the amount of \$ 32,812.00



302 W 61st Street N.
Park City, KS 67204

Phone: (316) 943-0774

Estimator: Jennifer Sparks
Email: jennifers@apexexc.com

July 8, 2024

To: Marty McGee

**Denise Park
Bel Aire, KS**

Apex Excavating is pleased to bid on the Denise Park in Bel Aire, KS. We have included material, labor, and equipment costs for the following items.

SWS

#	Description	Qty	Unit
1	36" RCP	60	LF
2	36" End Section	1	EA
3	60" Manhole	1	EA

Bid Amount: \$27,370.00

Inclusions:

- Remove Spoils
- Remove Corrugated Pipe

Exclusions:

- Bond, if needed 1.25%
- Sales Tax
- Staking, Inspection, & As-Builts
- Sawcutting
- Pavement Removal/Replacement
- Traffic Control
- Erosion Control/Seeding
- Tree Removal

This quote is good for 30 days. If the quote is accepted after 30 days it will need to be renegotiated based on material pricing and crew availability.

Date: July 8, 2024

To: City of Bel Aire, KS

Attn: Marty McGee mmcgee@belaireks.gov

Ref: **Storm Sewer Replacement at Denise Park – City of Bel Aire, KS**

Utility Maintenance Contractors, LLC (UMC) places our employee's safety as our top priority on every job, every day. Through safe work practices we can continue to ensure our employee's safety and the safety of those around them. We emphasize that production is a result of working safe. UMC will be responsible for providing its employees with all required safety equipment and conducting regular maintenance and inspection of that equipment.

UMC will meet all minimum industry standards for safety related to this work including but not limited to; PPE, confined space, first aid/CPR/AED training, material handling, ventilation and air monitoring. All onsite UMC employees will follow all OWNER established rules, policies and guidelines regarding safety and security.

1. UMC proposes to provide the labor, supervision, and equipment to complete the replacement of storm sewer at Denise Park.
 - a. UMC will call in locates prior to beginning work
 - b. UMC will remove existing manhole and install new doghouse manhole with grate
 - c. UMC will provide and install 60 LF of 36" 14-Gauge CMP
 - d. UMC will communicate with City of Bel Aire for scheduling
 - e. UMC requires owner to provide uninterrupted access to job sites

Item	Description	Qty	U.O.M.	Unit Price	Extended Price
Base	Replacement of Storm Sewer at Denise Park	1	LS	\$33,800.00	\$33,800.00

2. UMC's proposal excludes:
 - a. All taxes, please provide a tax-exempt certificate or add tax to the proposed price
 - b. Bonding (bid, performance, payment, assurance, statutory)
 - c. Pipe bedding material-City of Bel Aire to deliver bedding material to job site

SAFE
QUALITY
SOLUTIONS

- d. Davis Bacon wage rates
 - e. Special insurance, permits and fees
 - f. Traffic control other than cones and work ahead signs
 - g. Pavement removal and replacement
 - h. Groundwater pumping/dewatering
 - i. Site clearing or restoration other than rough grading
 - j. Remediation, hauling or disposal of any hazardous materials discovered during UMC work
 - k. Providing as-built drawings once work is complete
 - l. Winter weather or any other weather controls
 - m. Night, weekend or overtime hours
 - n. Delays caused by Owner or others may result in standby rates being charged
 - o. Hauling off or disposal of debris that does not pertain to project
 - p. Customer scope of work changes
 - q. Liability for work performed by others
 - r. Responsibility for job site access restrictions
 - s. Changes due to actual conditions discovered at the job site
3. UMC's payment requirements:
- a. UMC will honor the above pricing for 30 calendar days from the time submitted:
 - b. Once UMC has submitted billing payment is required within 15 calendar days
 - c. No retainage will be withheld from payments

We appreciate the opportunity to quote this work.

Tim Aelmore

Tim Aelmore
Project Manager

ACCEPTANCE OF UTILITY MAINTENANCE CONTRACTOR'S PROPOSAL

PLEASE SIGN, DATE & RETURN UPON ACCEPTANCE OF THIS PROPOSAL:

OWNER'S REPRESENTATIVE: (print)

OWNER'S REPRESENTATIVE: (signature)

DATE:



July 11th, 2024

Re: 36" SWS Repair
Belaire, KS

Dondlinger and Sons Construction Utility Division is pleased to provide this proposal for the labor, material, and equipment to construct the following items per the meeting held on site for the above referenced project.

Scope of work:

- Remove and Replace existing CMP pipe and existing structure

36" SWS Repair

#	Description	Qty	Unit	Unit Cost	Extended
1	36" RCP	60	LF	\$ 225.00	\$ 13,500.00
2	36" End Section	1	EA	\$ 1,600.00	\$ 1,600.00
3	Area Inlet	1	EA	\$ 4,600.00	\$ 4,600.00
4	Site Clearing and Restoration	1	LS	\$ 7,500.00	\$ 7,500.00
5	Removal of Existing Pipe	60	LF	\$ 85.00	\$ 5,100.00
6	Joint Restraints	4	EA	\$ 128.00	\$ 512.00
Total					<u>\$ 32,812.00</u>

Clarifications:

- Sales Tax Excluded
- Spoils are figured to be taken off site
- We exclude any rail road permits, we are not doing any work on the railroad right of way
- Also excluded is any rubble removal found during excavation. (We will set off to the side for City removal)
- Bid Items 2 and 6 can be broken out if they are not needed for this project
- Seeding and Site restoration is excluded
- We also exclude any concrete removal or replacement



Dondlinger
CONSTRUCTION

2656 S. Sheridan, Wichita, Kansas 67217
P.O. Box 398, Wichita, Kansas 67201-0398
Phone: 316-945-0555 Fax: 316-945-9009
www.dondlinger.biz

Section XI, Item B.

Exclusions: sales tax, bond fees, erosion control, site clearing or restoration, tree removal, any concrete demo/replacement, structure removal, ditch grading, traffic control, fence, handrail, landscaping, and or any other items not specifically called out. All items are tied with Dondlinger's option to untie. If bonds are required, our bond rate is 1%.

To give you the best possible price, we reserve the right to use the suppliers that we determine give us the lowest and most responsive bid. If you have any questions or need further information, Please Contact me at (316) 945-0555.

Respectfully Submitted,

Justin Boyle
Dondlinger Construction

City of Bel Aire, Kansas

STAFF REPORT

DATE: 7/11/2024

TO: City Council

FROM: Ted Henry, City Manager

SUB: RFQ for Owners Representative



BACKGROUND:

The City of Bel Aire was awarded BASE Grant funding for improvements to the Sunflower Commerce Park. Soon after the BASE Grant application was submitted, the Integra Technologies expansion project was announced (February 2023). Wichita-based company Integra Technologies announced it was going to build its combined headquarters and production facility in the City of Bel Aire, adding 2,500 + jobs in a community of 10,000 - a huge impact to the City. The move was dependent on Integra receiving a federal "CHIPS Act" grant, whose purpose is to shift the semiconductor supply chain and manufacturing system to the United States in wake of events associated with supply chain disruptions during COVID. These awards are just now starting to be awarded in 2024; the Integra project is still waiting to be announced.

Given the current uncertainty surrounding the Integra decision, the timeline for the BASE Grant funds, and other factors, staff concluded that the proposed use of BASE grant funding needed to be redirected to another project. The new initiative, proposed and approved by the Kansas Department of Commerce, aims to enhance the reliability and service capabilities of critical infrastructure, supporting economic development efforts. Specifically, the City proposes to use the funding for a Utilities and Public Works Facility Expansion, which includes water and sewer infrastructure and an equipment storage facility, as well as added administrative space with increased cybersecurity measures.

DISCUSSION:

As one of the fastest-growing communities in our region, staff has limited time and expertise in constructing public facilities. With the grant deadline approaching, we have issued a Request for Qualifications (RFQ) to engage an owner's representative who will oversee and ensure the successful completion of this project.

The RFQ was distributed to seven reputable firms, receiving responses from three experienced companies: Burns and McDonnell, PEC, and SEH, all of whom we have previously worked with.

A selection committee was formed to evaluate each proposal and score each firm based on several key areas: their knowledge of Bel Aire, experience with grant management, and ability to handle the project in-house. Additionally, we considered their expertise in public building projects, the experience of their project teams, and their proposed processes and approaches. We also valued their project management skills, particularly in owner representation, as well as their capabilities in staff reporting, financial tracking, and construction. Finally, the local presence of each firm was an important factor in our decision-making process.

RECOMENDATION:

Based on the committee's scoring matrix, (attached) PEC had the best proposal, experience, and knowledge to represent the City. The action on the agenda is to accept the committee's recommendation and authorize staff to negotiate an agreement.

RFQ OWNERS REPRESENTATIVE SCORING

Section XI, Item C.

PROJECT CRITERIA	CUMULATIVE SCORE	Burns & McDonnell	PEC	SEH
Knowledge of Bel Aire	Range of 0-10 points	10	10	6
Grant Management Experience	Range of 0-10 points	8	9	2
Ability to Handle Project In-house	Range of 0-10 points	6	7	8
Experience with Public Building Inspections	Range of 0-10 points	6	10	8
Project Team Experience	Range of 0-10 points	6	10	8
Proposed Process / Approach	Range of 0-10 points	4	8	6
Project Management / Owners Representative Experience	Range of 0-10 points	10	10	6
Staff Reporting	Range of 0-10 points	7	7	7
Financial Tracking	Range of 0-10 points	8	8	8
Construction Experience	Range of 0-10 points	6	9	8
Local Presence	Range of 0-10 points	6	10	6
Total Points	Possible Points: 110	77	98	73



CITY OF BEL AIRE, KANSAS

Request for Qualifications for Professional Consulting Services: Owners Representative



1. INTRODUCTION

The City of Bel Aire (City) is seeking interested parties to submit qualifications for the purpose of selecting an engineering firm to act as Owners Representative (OR) for the planning, design and construction of a new Utilities and Public Works Facility (Project). Responding Engineering Firms (Applicants) to this Request for Qualifications (RFQ) shall submit a proposal in conformance with the terms of this RFQ. The OR shall be precluded from providing final engineering design/construction documents and Construction Management at Risk services on this project.

2. PURPOSE

Bel Aire, Kansas, intends to construct on a new 2,250 SF Public Work administration Building, a 9,000 SF indoor + 2,000 SF outdoor Water and Sewer Infrastructure and Equipment Storage Facility, and a 9,100 SF with 2,270 SF mezzanine Vehicle Maintenance Facility. Site location: Lot 6, Block B in the Sunflower Commerce Park addition, Bel Aire, KS. Lot size is 363,308 SF (8.34 Acres). The project will likely include, but not necessarily be limited to, the following:

- Site clearing and preparation
- Earthwork and grading
- Utilities
- Pavements
- Fences and Walls
- Landscape and Irrigation
- Site electrical
- Other infrastructure elements that may be required as the site develops.
- Building inspections and code compliance.
- Building and site plan review

4. **SCOPE OF SERVICES**

General Duties and Responsibilities

- Act as an extension of City of Bel Aire staff in the management of the various projects that will be necessary to support the Project.
- Review and comment on any engineering reports, plans, concepts, or technical data relevant to design projects related to the Project site development.
- Assist the City with the identification of and executing requirements as described for grant funding.
- Provide the City with Project Controls monitoring and reporting of the Project including design progression, funding and cash flow projections, and construction progression and closeout.

Design Phase Duties and Responsibility

- Review, evaluate, and comment on design and anticipated construction-related costs at the 30%, 60% and 100% plan phases.
- Preparation of preliminary designs and/or requests for proposals for design or design/build components of Project.
- Provide value engineering review of all design plans.
- Monitor and comment on design compliance with applicable regulations, and City project goals.
- Oversee and provide information to City on all Project work activities, project status, and pending issues.
- Attend and actively participate in meetings with design firm (and/or design-build team) and City, such as initial conferences, progress meetings, job conferences and other project-related meetings. Recording and distribution of minutes of meetings is the responsibility of the design firm and/or design build team.
- Obtain additional details or information from City when requested by the designer for proper execution of the Project.
- Report to City whenever the OR believes that any work will not produce a completed project that conforms to City standards, regulations, objectives and/or Contract Documents.
- Prepare a daily report or keep a diary or logbook and furnish to City weekly reports of issues and progress including, but not limited to, schedule compliance, Project costs to date, budget to complete, Designer and OR activity, etc.
- Assist City in securing necessary geotechnical testing required for design.

Construction Phase Duties and Responsibilities

- Assist with identifying potential contractors and verifying qualifications.
- Provide oversight, administration, and quality assurance of all construction-related activities. This includes oversight and review of testing results from the Contractor's third-party testing firms.
- Review and comment on the proposed construction schedule and project related construction progress schedules.
- Review and comment on Contractor's payment applications and their alignment with witnessed progress.

- Perform on-site construction observation services on a daily basis and/or as needed to ensure that the quality of the construction is concurrent with city standards and expectations.
- Serve as liaison between Contractor and City at the Site, working principally through the City Manager.
- Furnish weekly reports on progress of the construction, status of as-built plans, compliance with the progress schedule of submittals, actual costs and budget numbers, etc.
- Notify City of received submittals, requests for information and change orders available for examination. Review and make recommendations to City as appropriate.
- Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project.
- Furnish to City copies of all tests, inspections, and system startup data.
- Verify that Contractor provides warranty information needed in a timely manner and notify City of any issues.
- Report to City whenever the OR believes that any construction will not produce a completed project that conforms to City’s standards, regulations, objectives and/or Contract Documents and advise of construction that should be corrected or rejected or should be uncovered for observation, special testing, inspection or approval.
- Attend all SWPPP inspections and verify that deficiencies are corrected in a timely manner.
- Directly participate in all final inspections with the Contractor and monitor list of items to be completed or corrected prior to substantial completion of construction.
- Obtain all documentation needed for project closeout and ensure the City has adequate records of the project including the following:
 - Record Drawings
 - Project Financials
 - Project Correspondence
 - Permit Closeouts
 - Startup Checklists
 - Testing and Acceptance Certifications

The City anticipates the design work involved with this project to begin in July 2024 with Construction starting in late fall of 2024 and an anticipated Project completion in late summer of 2025. OR services will be needed for Project activity days on an undetermined intermittent basis during Project design phase, and the subsequent construction phase of Project.

Staffing of Service

The successful Proposer will be required to designate one person as the OR Project Manager, on a per day basis as needed/directed by the City for the duration of the program. It is the intent of this RFQ that the Proposer provide or assign a single person to fulfill the OR Project Manager role plus any additional support needed

for the construction phase services, complete the responsibilities of OR and manage the OR Team.

5. **TENTATIVE TIMELINE**

The following dates are provided to assist Applicants in planning participation in the project and are subject to change without notice:

Issuance of RFQ.....	June 14, 2024
Last Date to Request Clarifications, Information and Questions.....	June 24, 2024
Last Addendum Issued (If necessary.....	5:00 p.m., June 26, 2024
Proposals Due.....	12:00 p.m., July 1, 2024
Interviews may be conducted.....	July 2 - 12, 2024
City Council Selection	July 16, 2024
Contract Negotiations, Award and Execution.....	July 16 – August 1, 2024
City Council Award (anticipated).....	August 6, 2024

Payment

The successful Proposer will be required to invoice the City monthly. Payments for services by the City will be within 30 days of approved invoices.

Qualifications Evaluation and Selection

The City will select an OR on the basis of best qualified and the other criteria listed below. The City’s Selection Committee (Committee) will evaluate the proposals and select the candidate firms that will be scheduled for interviews. Final selection of an OR shall be based on both an evaluation of the proposals, the results of interviews, and other criteria identified herein. The Proposer as described in this RFQ shall meet the following minimum qualifications, including but not limited to:

- Verification of the OR Firm as a licensed Professional Engineering firm in the State of Kansas.
- Verification of firm’s experience as an owner’s representative on at least three municipal and/or state agency programs, with references.
- Verification of construction phase service capabilities with appropriate field personnel having demonstrated experience for each of the types of construction projects indicated above.
- Verification of experience evaluating and negotiating risk on at least two municipal projects.

- Statement of availability for the duration of the design and construction phases.

Qualification Submittal Requirements

Introduce the Engineering Firm or Firms providing the OR services. Include the name, address, telephone number and email address of the contact person (limit one) representing the Proposer for any questions and receipt of clarifications.

Responsiveness

Each Proposal will be reviewed to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in a Proposal being rejected as non- responsive. At its sole discretion, however, the Committee may waive any such failure to meet a requirement of this RFQ and may request clarification or additional information to remedy a failure.

6. PROPOSAL CONTENT

The proposal should be organized in the following format and information sequence:
Applicant shall submit the following information:

TAB 1 Engineering Firms Information

- a) Company’s Legal Name
- b) State of Incorporation (if applicable)
- c) Phone Number
- d) Principal Office Address
- e) Internet URL
- f) Ownership: individual, partnership, corporation or other.
- g) Lead Engineer / Owners Representative
 - 1. Names
 - 2. Title s
 - 3. Office Address
 - 4. Phone Numbers
 - 5. Fax Number
 - 6. E-Mail Addresses
- h) Copy of firms commercial general liability and professional liability insurance
 - 1. Date insurance placed
 - 2. Date insurance expired/expires
 - 3. Services provided
 - 4. Types of insurance coverages placed

TAB 2 Engineering Firms Qualifications and Experience

Provide the following information:

- Provide the number of years the firm has been operating in the State of Kansas.
- Describe the Firms size and number of staff.
- Provide an explanation of the Firms experience with municipalities, counties or other government agencies.
- Describe the OR firm’s team capabilities and availability of expertise that is available to the City for the following types of projects for both the design phase and construction phase services:
 1. Facilities / industrial buildings.
- Experience coordinating with franchised utility companies.
- Experience with contract negotiations for the Design-Bid-Build, Design-Build and Construction Management at Risk processes.
- Knowledge of the City of Bel Aire, its staff, structure, and design standards (plans and specifications).
- Knowledge of the engineering design process, scheduling, utility coordination, and plan review experience.
- Project oversight experience, and experience working and communicating with municipalities.
- Utilizing the capabilities of the OR Firm’s Team members to bring to the projects the expertise necessary to provide the services described herein.

TAB 3 Owners Representative Project Manager Qualifications and Experience

Provide a resume of the Project Manager that, at a minimum, includes the following information:

- Educational background that includes specific steps taken to remain current with trends in the public infrastructure design and construction industry.
- Work experience that includes all past employment, number of years as an Project Manager and length of time in current position.
- List three public entity references that have achieved positive results from the Project Manager.
- Explain steps used to assure that proper attention will be given to the City’s project.
- List any governmental entities similar to the City that the Project Manager represents and provide references.

TAB 4 Engineering Firms Team Qualifications and Experience

Provide a resume for each engineer and service team member involved in this project that, at a minimum, include the following information on each individual:

- Educational background that includes specific steps taken to remain current with trends in facility construction, public infrastructure and industry.

- Work experience that includes all past employment and length of time in current position.
- OR’s familiarity with Bel Aire.
- Physical location of the team members and branch offices who provide support.

TAB 5 Supplemental Information

A detailed description of your firm’s approach to the project including any distinguishing factors that sets your firm apart from the competition.

TAB 6 Pending or Existing Litigation or Investigations

Is there any current or pending litigation with a municipality against you or your firm? Any investigations by any regulatory agency? If yes, provide a detailed explanation.

TAB 7 Exceptions

Firm (s) must thoroughly review the RFQ and any attachments. In the event that a Firm desires to take exception to any term or condition set forth in the RFQ or any attachments, said exceptions must be clearly identified and listed in this TAB.

NOTE: If the Firm proposes changes in this TAB to material terms of the RFQ, which are unacceptable to the City, the requested changes may result in an inability to finalize an agreement.

6. BASIS FOR THE AWARD

The City will evaluate all proposals on the basis of the information provided within and attached to the proposal, the ability of the Applicant to perform the scope of services, past performance, ability to meet the time requirement(s) provided, principals assigned to the project, and an understanding of the work to be performed and the needs of the City.

City reserves the right to reject any and all proposals, to waive any and all informalities, and to negotiate contract terms with the Successful Applicant. If the Contract is awarded, it will be awarded to that Applicant who provides a proposal that best meets the needs of the City.

Upon award, the Firm agrees to execute and deliver to Bel Aire a contract in accordance with the contract documents (if applicable) within ten days of notice of the award.

7. SUBMISSION OF PROPOSALS

Each respondent must submit 3 copies in a sealed envelope bearing on the outside the name of the firm, full address, and the identification of “Request for Engineering Qualifications – Owners Representative”. If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to:

Ted Henry – City Manager
City Hall – 7651 E Central Park Ave.
Bel Aire, KS 67226
ATTENTION: Proposal for Owners Representative

Proposals must be received by the City no later than July 2, 2024 at noon CDT. Proposals received after the date and time prescribed will not be considered for contract award and will be returned to the respondent. Staff is available to meet and answer questions or provide information as requested and time is available.

It is understood that any proposal and any/or all referencing information submitted in response to this Request for Qualifications will become the property of the City of Bel Aire, and will not be returned. As a governmental entity, the City of Bel Aire is subject to making records available for disclosure after City Council approval of the recommendation.

7. **AWARD**

The City reserves the right to (1) accept or reject any or all proposals and to waive technicalities or irregularities involving any proposal and to cancel the RFQ process at any time prior to entering into a formal contract for Engineering Services, (2) not award a contract for any or all of the services that are the subject of this RFQ process, (3) award contracts for services to separate firms, (4) negotiate contract terms acceptable to the City with the successful firm, (5) disregard all non-conforming, non-responsive or conditional proposals, (6) reject any or all proposals. Awards will be made by the City based upon the best interest of the City. The successful Firm will be notified by the City. Neither the Firm nor the City is obligated in any way until a Contract has been approved and signed by all parties.

During the evaluation process, the City reserves the right to request additional information or clarifications from those submitting qualifications and to allow corrections of errors and/or omissions.

The City will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The City reserves the right to select the proposal that will best meet its needs.

8. **CONTRACT PERIOD**

The Agreement for Owners Representative Services will become effective immediately upon execution of an Agreement by all parties and will remain in effect until completion of project and warranty period.

9. COMPENSATION

Payment to the successful Firm for the performance of the services specified herein, including labor, materials, and other such services, shall be through standard fees as negotiated between the City and Firm that is consistent with similar engineering firms' contracts.

10. TERMINATION

This agreement may be terminated by the City, without cause, upon not less than thirty (30) days prior written notice to the OR, specifying the termination date of the agreement. In the event the OR, through any cause, fails to perform any of the responsibilities or provisions of the agreement or if they for any cause, fail to make progress in the work described, or if the OR impairs or prejudices the interest of the City, the City shall have the right to terminate this agreement upon notice in writing of the termination date and will not be liable for any fees and may, at its sole option, award and agreement for the same services to another qualified firm with the best proposal, or call for new proposals and award the agreement thereunder. In the event of termination that is not due to fault of the OR, City shall pay the compensation due for services properly performed prior to the effective date of the termination. The Firm may be responsible for direct and consequential damages as a result of its breach, including, but not limited to, extra costs required under the new agreement of similar services.

11. CONFLICT OF INTEREST

By submission of a response, the Firm agrees that at the time of submittal, such individual or entity: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Firms services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Bel Aire. Firms will identify any interests, and the individuals involved, on separate paper with the response and will understand that the City, at the discretion of the City Manager in consultation with the City Attorney, may reject their proposal. The Firm certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Firms, so that all proposals for the project will result from free, open and competitive proposals among all Firms.

13. NONDISCRIMINATION AND WORKPLACE SAFETY

In carrying out its responsibilities under any contract awarded in response to this Request, the Firm shall abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in a contract termination.

14. DISCLOSURE OF PROPOSAL CONTENT

The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued.

Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled “Proprietary” in the margin of each individual page where they appear in the proposal Response package. Pricing information is normally not considered proprietary. The entire proposal response package shall not be considered proprietary.

15. MISCELLANEOUS

The Firm agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the agreement to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions an agreement. The firm agrees to make available at City Hall during the period set forth in the RFQ, at all times, any records for inspection, audit or reproduction by any authorized representative of the City. The Firm shall maintain all such records for a period of at least three years from the date the contract expires.

Neither the City nor the Firm shall sell, transfer, assign or otherwise dispose of any rights or obligations created by the contract documents or any portion thereof without the written consent of either party.

The City of Bel Aire reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of agreements the City reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

The firm agrees to comply with K.S.A. 44-1030. a. The firm shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry; b. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the firm shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; c. If the firm is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the firm shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and d. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by

governmental agencies. All participants must comply with the Americans with Disabilities Accessibility Guidelines (ADAG).

The Firm hereby certifies that he or she has carefully examined all the documents for the project, has carefully and thoroughly reviewed this Request for Qualifications, has inspected the location of the project, and understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Qualifications documents. The firm further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. The City of Bel Aire will accept responses transmitted via a facsimile and/or email PDF or scanned document unless stated to the contrary within this document. Responding Proposals must be received prior to the time and dates listed to be considered responsive. The City of Bel Aire will not accept late responses and will return them to the sender. Further, the City of Bel Aire will: (1) not guarantee security of the document received; (2) not be held responsible for understanding information within the response which is NOT legible (and may choose to reject such responses); and, (3) not guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a proposal response via facsimile does NOT relieve the Applicant of: (1) responsibilities stated in the document; (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of proposal sureties if such sureties are required by the terms of the request for proposal.

All drawings, studies, computer models, renderings, design and other documents related to the project will become property of the City.

16. CONTACT FOR TECHNICAL OR CONTRACTUAL MATTERS

The person to contact concerning contractual, technical or any related matters pertaining to this Request for Qualifications is:

Ted Henry – Manager
City Hall – 7651 E. Central Park Ave.
Bel Aire, KS 67226
(316) 744-2451

In submitting a response to this document, Applicant acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Section 6.5

Sunflower Commerce Park Site Plan

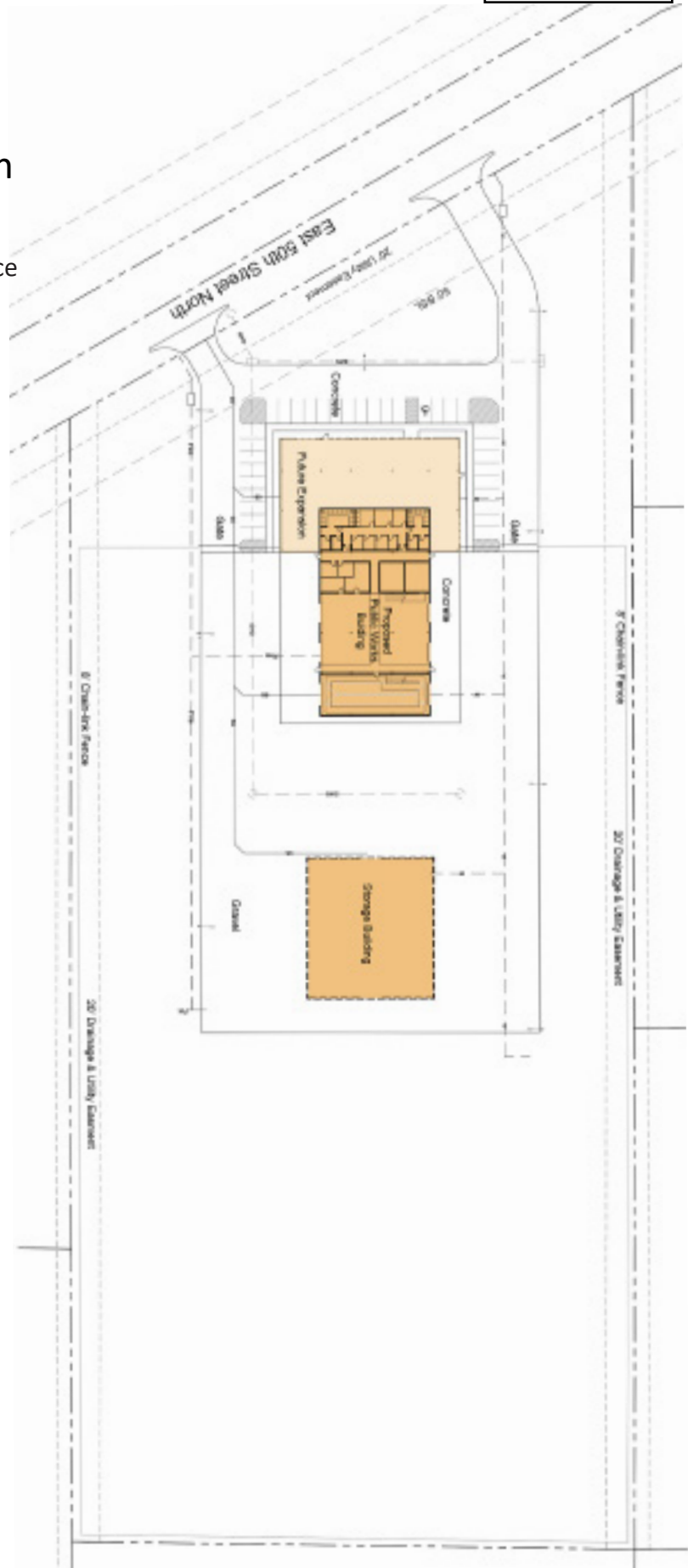
Address: NA

Legal Description: Lot 6, Block B Sunflower Commerce
Park Addition, Bel Aire, Kansas

Lot Size: 363,308 SF (8.34 Acres)

ELEMENTS

- New PW Operations & Maintenance Building
- 8' Chain-Link Fence
- Rolling Security Gates
- Concrete Pavement & Gravel Yard



Section 6.6

CONCEPTUAL BUDGET SUMMARY

Sunflower Commerce Park Site - Amendment #1

SITE:

Site Clearing and Preparation	\$ 123,250.00
Earthwork & Grading	\$ 299,400.00
Utilities	\$ 248,250.00
Pavements	\$ 586,650.00
Fences & Walls	\$ 117,500.00
Landscape & Irrigation	\$ 78,250.00
Site electrical	\$ 147,000.00
Subtotal	\$ 1,600,300.00

BUILDINGS:

New Administration building (2,253 SF)	\$ 610,563.00
New Vehicle Maintenance building w/ mezzanine (9,100 SF + 2,270 SF)	\$ 2,161,000.00
New Equipment Storage building (9,000 SF indoor + 2,000 SF outdoor)	\$ 866,192.00
Subtotal	\$ 3,637,755.00

SITE/BUILDING STRUCTURES TOTAL \$ 5,238,055.00

PROJECT ADMINISTRATION:

General Conditions	\$ 419,044.40
Overhead & Profit (5%)	\$ 261,902.75
Construction Contingency (5%)	\$ 261,902.75
Project Administration Subtotal	\$ 942,849.90

Soft costs total (Arch, Civil, Struct., MEP, Survey, Geotech, Permit, Test, Comm) \$ 523,805.50

TOTAL PROJECT AMOUNT \$ 6,704,710.40

CONTINGENCIES:

Owner contingency (5%)	\$ 261,902.75
Design contingency (10%)	\$ 523,805.50
Total contingency amount	\$ 785,708.25

TOTAL PROJECT BUDGET \$ 7,490,418.65

City of Bel Aire, Kansas



STAFF REPORT

DATE: July 9, 2024
TO: Ted Henry, City Manager
FROM: Anne Stephens, PE, City Engineer
RE: 53rd Street, Oliver to Woodlawn Change Order #4 – SWPPP/WPM Inspections

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:

When the 53rd Street project was originally bid out for both construction and for construction inspection services, the Storm Water Pollution Prevention Program (SWPPP) Inspections were left out of both contracts. This change order adds them into the construction contract.

Goals:

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

Discussion:

SWPPP Inspections are a necessary part of any project over 1 acre in size. They are typically conducted by the Contractor (or their representative) with the Construction Inspector present. During the inspection, all of the erosion control devices (BMP’s or Best Management Practices) are checked for viability and adequacy (is the device able to perform it’s intended function? Does it need maintenance? Does anything need to change or be removed or added?). Inspections are performed on a weekly basis and are required by KDHE as part of the Construction Site Stormwater Permit.

When the project was getting started, several questions arose about who would be responsible for conducting the inspections. It took a bit of research and discussion on my part before determining that the responsibility lay with the Contractor, with the Construction Inspector present.

Financials:

The additional cost associated with this Change Order will be included in the bonds and paid for out of the general fund.

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

Original Contract (Bid) Price	\$1,541,211.00
Change Order 1 (Quantity Corrections)	\$9,810.00

Change Order 2 (RCP reinstallation)	\$4,200.00
Change Order 3 (Water Service Line Lowering)	\$4,746.75
Change Order 4 (SWPPP Inspections)	\$16,387.50
Total Contract Cost with Proposed Change Order 4	\$1,576,352.25

Recommendation:

It is staff's recommendation for Council to approve Kansas Paving's Change Order Request in the amount of \$16,387.50 for required SWPPP Inspections.

CHANGE ORDER

Order No. 4
 Date: 06/14/2024
 Agreement Date: 02/06/2024

NAME OF PROJECT: 53rd St. between Oliver to Woodlawn

OWNER: City of Bel Aire

CONTRACTOR: Conspec Inc. DBA Kansas Paving

The following changes are hereby made to the CONTRACT DOCUMENTS:

ADDING NEW ITEMS (DESIGN #53/ SWPPP INSPECTION #54/ WPM INSPECTION #55)
 TO THE CONTRACT.

Justification:

This items was left off from the contract when it was bid by the contractor.

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$1,541,211.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 1,559,964.75

The CONTRACT PRICE due to this CHANGE ORDER WILL BE (increased)(decreased) by: \$ 16,387.50

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 1,576,352.25

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by: 0 working days.

Approvals Required:

To be effective, this Order must be approved by the Federal agency if it changes the scope or objective of the project, or if it will increase the budgeted amounts of Federal funds needed to complete the project, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: _____

Recommended by: Samuel E Wingert - TranSystems

Ordered by: _____

Accepted by: _____

Federal Agency Approval (where applicable): _____



Change Order #4

City of Bel Aire
 7651 E Central Park
 Bel Aire Kansas 67226

Attn: Ken Lee

Date: 6/14/2024

Project: 53rd Street North Oliver to Woodlawn improvements.

We Request the Following alteration to the above project: City of Bel Aire requested change order to do SWPPP Design, Inspections and Water Pollution Manager no bid item for this at time of bids.

• SWPPP Design	1 EA	\$2,650.00	\$2,650.00
• SWPPP Inspection	15 EA	\$375.00	\$5,625.00
• SWPPP Water Pollution Manager	15 EA	\$375.00	\$5,625.00
• Administration Fee	1 LS	\$350.00	\$ 350.00
	Sub-Total		\$14,250.00
	OH/P 15%		\$ 2,137.50

Total Change Order \$16,387.50

Additional Working Days

Kansas Paving

Terry Hacker

P.O. Box 4204
 Wichita, KS 67204
 (316) 832-0828
 Fax (316) 832-0900

Samuel E. Wingert

From: Anne Stephens <AStephens@belaireks.gov>
Sent: Wednesday, June 12, 2024 2:05 PM
To: Chris Wolken (chris@kansaspaving.com)
Cc: Samuel E. Wingert; Clint Hamblin; Ken Lee (KWLee@GarverUSA.com)
Subject: SWPPP Inspections

Chris –

I had an incorrect understanding of the role of the construction engineer on traditional KDOT projects with respect to SWPPP inspections. I now understand that it is the Contractor's duty to perform the inspections with the construction engineer present at the inspections.

Please begin scheduling these inspections and let myself and Transystems know the cost so we can get it run through as a change order.

Thanks!

**Anne Stephens, PE**

City Engineer
7651 E. Central Park Ave.
Bel Aire, KS 67226
P: (316) 744-2451 ext: 133

[\[facebook.com\]](#)[\[twitter.com\]](#)[\[instagram.com\]](#)[\[youtube.com\]](#)[\[betterontheedge.org\]](#)

City of Bel Aire, Kansas

STAFF REPORT



DATE: July 9, 2024

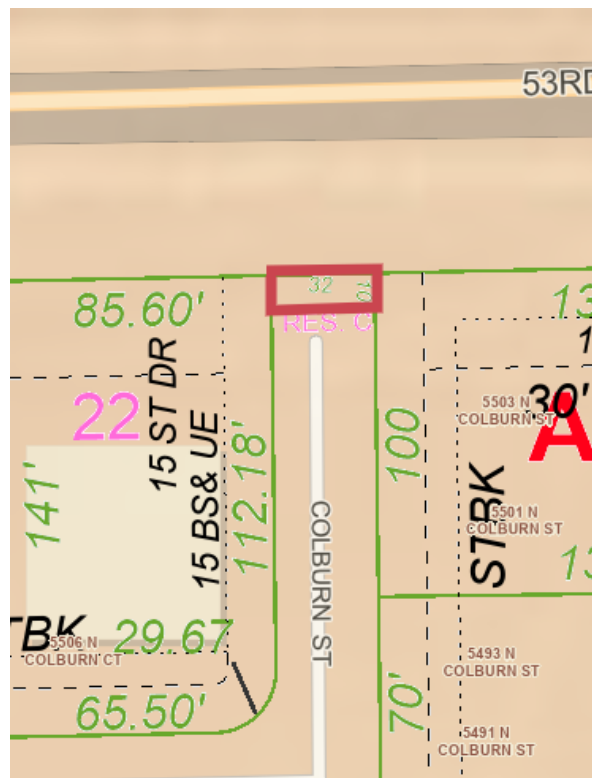
TO: Ted Henry, City Manager

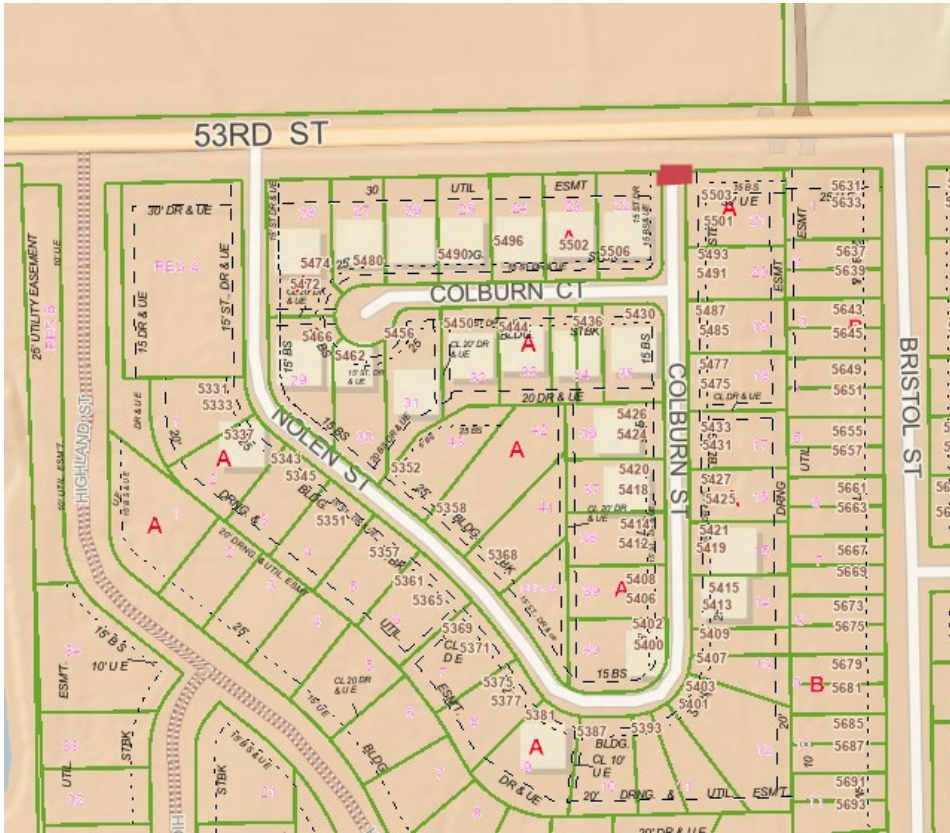
FROM: Anne Stephens, PE, City Engineer

RE: Reserve "C" Right-of-Way Dedication to City

Background: During the initial Platting of Chapel Landing 3rd, it was intended to have one main entrance and one "Emergency Access Only" entrance with a locked gate that emergency vehicles could access when needed. As such, it was constructed as a narrower entry than is typical. During the 53rd Street reconstruction project, several residents approached the City asking if this entry could be widened to a more standard entry width.

Discussion: During the 53rd Street Construction project, several residents approached the City asking if the eastern entry to the Chapel Landing 3rd subdivision (Colburn St) could be widened to match the rest of the street. Since this access was only intended to be for Emergency Access and not a permanent point of access to the subdivision, a 10' x 32' Reserve was platted at the "end" of Colburn. Since the gate was never installed across this access, the City reached out to the Developer and they were agreeable to deeding the Reserve to the City for use as permanent street right-of-way, which is how the area is currently being used.





Conclusion: It is recommended that the City accept the Street Right-of-Way dedication of Reserve “C”, Chapel Landing 3rd and authorize the widening of said access to match the remainder of Colburn during the on-going 53rd Street Reconstruction project. The costs for the widening will be absorbed into the 53rd Street project by quantity over-runs, included in the bonds for the project and paid for out of the general fund.

STREET RIGHT OF WAY DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, 53rd & Oliver, LLC, a Kansas limited liability company, being the owner(s) of the following described real estate in Sedgwick County, Kansas, to wit:

A tract of land lying within a portion of Chapel Landing 3rd, Bel Aire, Sedgwick County, Kansas, described as Reserve "C", Chapel Landing 3rd, Bel Aire, Sedgwick County, Kansas.

do hereby dedicate the above-described real estate to the public for street right-of-way purposes.

Executed this 1st day of July, 2024.

53rd & Oliver, LLC
a Kansas limited liability company

By: 
Jay W. Russell, Manager

"Owner(s)"

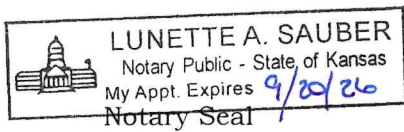
After recording, return to:

City of Bel Aire, Kansas
Attn: Melissa Krehbiel, City Clerk
7651 E. Central Park Ave
Bel Aire, Kansas 67226
Telephone: (316) 744-2451

STATE OF KANSAS)
)
 SEDGWICK COUNTY) ss

BE IT REMEMBERED, that on this 13th day of July, 2024, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Jay W. Russell, Manager of 53rd & Oliver, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Lunette A. Sauber
 Notary Public

My appointment expires: 09/20/2026

This dedication is hereby accepted by the Governing Body of the City of Bel Aire, Kansas, on this _____ day of _____, 2024.

CITY OF BEL AIRE, KANSAS

[seal]

By: _____
Jim Benage, Mayor

ATTEST:

By: _____
Melissa Krehbiel, City Clerk

STATE OF KANSAS)
) ss
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Jim Benage and Melissa Krehbiel, Mayor and City Clerk, respectively, of the City of Bel Aire, Kansas, to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Seal

Notary Public

My Appointment Expires:

SECTION II – PLACEMENT

A. EMPLOYMENT ELIGIBILITY

1. A job applicant may be disqualified for, among others, the following reasons:
 - a. The applicant does not possess the background, ability, experience, training, certification, or licensure associated with performing the duties of the position for which he/she seeks employment.
 - b. Determination that the applicant intentionally made false statement(s) on his/her employment application,
 - c. Unfavorable police record, employment record or unsatisfactory reports from previous employers,
 - d. The applicant has solicited favors from any City official in connection with his/her search for employment, or another person has done so at his/her request.

THE ABOVE LIST IS NOT INTENDED TO BE A COMPLETE LIST OF ANY AND ALL APPLICABLE REASONS FOR THE DISQUALIFICATION OF A JOB APPLICANT.

2. All new hire forms must be completed and returned to the Human Resources department before a new employee may be placed on the payroll.

B. EMPLOYMENT CLASSIFICATIONS

1. Full-Time: Employees who work on a regular and continuing basis and *are routinely scheduled to work working forty (40) thirty-four (34) or more hours per work week for a period of twelve months.* Employees who work an average of at least 30 hours per week are not considered full-time but will be eligible for medical insurance in compliance with the Patient Protection and Affordable Care Act.
2. Part-Time: Employees who work less than a regular full-time week on a regular and continuing basis. Students 18 years of age and under working between academic terms shall be considered part-time employees, regardless of the number of hours worked. Part-time employees may be eligible for some fringe benefits.
3. Temporary/Seasonal: ~~Employees in temporary/seasonal positions with the City are those employees, either full-time or part-time, who are limited to 1,000 hours per calendar year and may include seasonal employees.~~ *Employees who work on a temporary or recurring basis for a specific purpose or program and whose employment is not intended or expected to exceed five (5) months in any calendar year. These employees are not eligible for any benefits except those required by law. Workers who are employed by a temporary employment agency to do work for the city are not considered employees. Persons hired under the temporary position category are not eligible for fringe benefits. Employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not the city.*

All part-time and full-time employees are considered regular employees after completion of a training period.

4. *ELECTED OFFICIALS: Members of the Governing Body are not employees of the City, and this Manual does not apply to them.*
5. *VOLUNTEERS are unpaid individuals performing services for or on behalf of the City and, though not employees of the City, may be dismissed from service for dangerous or unsafe acts or omissions, for failure to perform volunteer duties satisfactorily, or if their services are no longer needed. This Manual does not apply to volunteers.*

C. ~~FAIR LABOR STANDARDS ACT DESIGNATION~~ OVERTIME REQUIREMENTS

Work period for all employees who are not police officers, the normal work week is a forty (40) hour work week with the standard work week consisting of a period from 12:01 a.m. Saturday to 12 Midnight the immediately following Friday. The City has chosen to designate a two-week work period for law enforcement employees, and overtime is paid to those employees when they have worked over eighty (80) hours in their respective work periods. Officer's duty shifts shall be established at the discretion of the Chief of Police.

All employees, except exempt employees as defined by the Fair Labor Standards Act, who work in excess of a minimum number of hours in the applicable work period shall be paid at a rate of one and one half (1½) times their regular rate of pay for all hours worked in excess of the number of established regular hours. Paid sick leave and paid vacation are not considered hours worked for overtime purposes; holidays are considered hours worked for overtime purposes. No employee shall be permitted to work in excess of work period hours without prior approval by his or her Supervisor, except where an emergency exists.

~~Most~~ City employees are subject to the Fair Labor Standards Act (FLSA). All positions in the City are designated exempt or non-exempt under FLSA depending on whether or not the job position meets the requirements of the act. These designations have nothing to do with the importance of a position to the City.

Employees who are exempt are not paid overtime for hours over 40 worked each work week, but ~~hour-for-hour~~ compensatory time ~~is~~ may be allowed at the discretion of the department Head. ~~However, compensatory time shall not be accrued nor paid out at any time.~~ Employees who are non-exempt shall be paid overtime for hours over 40 worked each work week. (See Overtime Compensation for more details.) There are specific exceptions under the FLSA for law enforcement. Department Heads are exempt employees and schedule their time to accomplish the requirements of the position.

~~The City, as a public employer with accountability to taxpayers, requires that exempt employees who have exhausted all leave be paid only for hours worked. Employees are expected to report only the time actually worked.~~

Section III. Vacation and Leaves

F. VACATION LEAVE

1. Employees in regular full-time positions with the City are granted vacation leave monthly according to the following schedule based on continuous service:

Years of Service	Hours Earned Per Pay Period	Annual Accrued Hours	Maximum Carryover	Maximum Payout
0-1 Year	3.07	96	96	0
1-5 Years	4.62	120	160	160
5-10 Years	5.54	144	184	184
10-15 Years	6.15	160	200	200
15-20 Years	7.07	184	224	224
20 Years	7.99	208	248	248
25+ Years	8.6	224	264	264

2. Employees in regular part-time positions with the City are granted vacation leave monthly according to the following schedule based on continuous service:

Years of Service	Hours Earned Per Pay Period	Annual Accrued Hours	Maximum Carryover	Maximum Payout
0-5 Years	1.85	48	40	0
5-10 Years	2.3	60	40	0
10+ Years	2.77	72	40	0

- a. Non-exempt employees: The Department Head shall establish a normal, standard work week for employees. Vacation time should be used in no less than ~~.5 hour (30 minute)~~ *.25 hour (15 minute)* increments and must be approved by the employee's supervisor. Supervisors may authorize the use of flextime in lieu of vacation time during normal scheduled hours.
- ~~b. Exempt employee: An exempt employee will be expected to work a full time schedule however hours may vary depending upon workload requirements. Exempt employees will be required to use vacation leave for any full workday absence if a different leave is not approved., or partial day absence that occurs during the employee's normal shift of work. An exempt employee's immediate supervisor may waive the use of vacation for partial day absences due to unusual workload requirements, taking into account work time that is required beyond the normal work day.~~
3. ~~An~~ A full time employee leaving employment with the City shall receive pay for vacation credited and unused to the date of his/her separation or resignation, provided he/she has been in service of the City for at least ~~six months~~ *one year*. ~~This payment cannot exceed the approved Maximum Payout. A part time employee shall not receive a vacation payout at the time of separation.~~
4. Full-time ~~and part-time~~ employees shall not carryover vacation leave accrued in a calendar year that exceeds their maximum accrual limit without first submitting request to Department of Human Resources and receiving express written approval from the City Manager. ~~Part-time employees shall not carryover vacation from year to year unless otherwise negotiated~~
5. Employees shall not be eligible to earn vacation leave benefits during periods of time they are absent from work (for any reason) without pay. Vacation credit will begin to accumulate when the employee returns to work from leave without pay.
 - a. Illness during vacation - Sick leave may be substituted for scheduled leave if an employee becomes sick during his or her vacation.

G. SICK LEAVE

Information about an employee and his/her immediate family's health is governed by the federal Health Insurance Portability and Accountability Act (HIPAA). Information is to be kept confidential and shared only with persons who have a work-related reason to know.

The City of Bel Aire provides paid sick leave benefits to all regular full-time ~~and regular part-time~~ employees for periods of temporary absence due to personal health and or medical needs, physical illnesses, injury or disability. *Part Time and* Temporary employees are not eligible to receive sick leave benefits. Sick leave is not earned but is a benefit granted to employees to accommodate the occasional need to remain at home due to the listed conditions. Employees who abuse the use of sick leave may face disciplinary action. Eligible employees begin receiving credit for sick leave on the hire date.

1. Accumulations. ~~Sick~~ Full time employees who regularly work forty (40) hours per week accrue sick leave benefits at the rate of 3.7 hours per pay period. ~~are granted on the basis of eight (8) hours per month.~~ Sick leave may be accumulated to a maximum of nine hundred sixty (960) hours.
2. Uses of Sick Leave. Sick leave is available to an employee when:
 - a. The employee's condition requires absence from work;

- b. The spouse, child, step-child, parent, step-parent, or any person of whom the employee has legal guardianship is ill;
 - c. The employee or a member of his/her immediate family listed above has a medical appointment;
 - d. All days of funeral leave have been exhausted.
- 3. Incremental Use. Non-exempt employees may take this time in no less than .25 hr (15 minute) increments. Exempt employees may take this time only in full day increments. Sick leave may be taken in no less than .5 .25 hour (15 minute) increments.
- 4. Reporting of Sick Leave. If a personal or immediate family member illness prevents any employee from performing assigned duties, said employee shall notify his/her supervisor of the problem. ~~The call should be placed no later than 30 minutes prior to scheduled beginning of the employee's workday.~~ If an employee is absent from work and has not notified the supervisor in accordance with this policy, sick leave will be granted for the absence only by written Department Head approval. Leave will not be recorded as sick leave unless it has been approved by the supervisor. The supervisor may request a written statement from the employee's doctor stating that absence from work was necessary due to illness. A release to return to work signed by a current physician may be required at the discretion of the Department Head before an employee is allowed to return to work.
- 5. Before an employee can be permitted to perform regular duties after having sustained an injury, undergone surgery, or having been ill beyond *three working days* ~~twenty-four (24) working hours~~, said employee must present the ~~Department Head~~ *Director of Human Resources* with a release to return to work signed by a physician, stating that the employee is fit to return to work and carry out all duties of employment.
- 6. Unused Sick Leave is not paid upon termination of employment or retirement.
- ~~7. After the first full year of employment has been completed, eligible employees who take less than five (5) sick days (40 hours or less) in the prior calendar year will be awarded one personal day (8 hours). All personal days must be taken within the calendar year of the awarding of the personal day and may not be carried forward or paid upon termination of employment or retirement.~~
- 8. Employees shall not be eligible to earn sick leave benefits during periods of time they are absent from work (for any reason) without pay. Sick leave credit will begin to accumulate when the employee returns to work from leave without pay.

R. HOLIDAYS

Paid Holidays observed by the City are:

- New Year's Day, January 1st
- Martin Luther King Day, Third Monday in January
- President's Day, Third Monday in February
- Memorial Day, Last Monday in May
- Independence Day, July 4th
- Labor Day, First Monday in September
- Veteran's Day, November 11th
- Thanksgiving Day, Fourth Thursday in November & Friday following Thanksgiving
- Christmas Day, December 25th
- Holiday Leave, one (1) day shall be allowed in conjunction with Christmas as determined by City Manager
- Personal Holiday, one (1) day of Personal Holiday shall be allowed with prior approval of City Manager or Department Head (may be taken in 2-hour increments).

1. Full-time employees who are present for duty or in a paid leave status on the workday before and the workday after a holiday shall be paid for eight (8) hours of holiday leave. Part-time employees who regularly work 12 or more hours a week shall be paid for four (4) hours of holiday pay for each City holiday provided they worked or were in a paid leave status during the pay period.
2. The City has adopted the federal long weekend plan, which means that some holidays fall on different dates from year to year. If a legal holiday observed by the City falls on Saturday, administrative offices will be closed the Friday before; if the holiday falls on Sunday, administrative offices will be closed the Monday after.
3. At the beginning of each year, the City of Bel Aire provides each full-time employee with one paid personal holiday to use in addition to the regular paid holidays. This floating holiday is used in a manner similar to vacation leave, as the employee must make arrangements with their supervisor to take their designated floating holiday off in advance of the day of use and must ensure that adequate staffing is in place. Non-exempt employees may take this time in no less than .25 hr (15 minute) increments. Exempt employees may take this time only in full day increments. Employees may request to use the floating holiday to take off work on a federal holiday that is not observed by the City or may use it for other purposes, provided they receive approval in advance of use. The floating holiday will not be carried over to the next calendar year.

4. No employee will be allowed to utilize holiday leave on their last day of work, unless they are unable to return to work due to a serious medical situation that is covered by the FMLA or have received approval from the City Manager for an exception to policy.
 5. Holiday time worked by non-law enforcement employees, who are classified as a non-exempt, full-time employee shall be paid for work performed on the holiday. For those employees whose shift begins on the holiday (the actual holiday, not the city recognized holiday) their shift time will be paid at the holiday rate of one and one-half (1½) times their regular rate of pay.
 6. To accommodate the scheduling demands of effectively deploying law enforcement officers during holidays, Police Department employees will use the following method to take time off work equivalent to traditional holidays. Law enforcement officers shall have eleven (11) holidays per year with each holiday equaling eight (8) hours. Each Law enforcement officer will receive thirty-two (32) hours of holiday time in the first six (6) month period (January 1 to June 30) and fifty-six (56) hours of holiday time in the second six months of the year (July 1 to December 31), to be used as time off within the six (6) month period that it was awarded, or it will be forfeited. If extenuating or staffing issues cause a law enforcement officer to not be able to use the holiday time within the six (6) month period that it was awarded, the City Manager may approve for the individual to be paid, at the straight time rate, for any unused holiday time. Unused holiday time will not be allowed to carry over into the following year. For those employees whose shift begins on the holiday (the actual holiday, not the city recognized holiday) their shift time will be paid at the holiday rate of one and one-half (1½) times their regular rate of pay.
 7. From time to time and for certain special occasions, the City Council may designate other days as special holidays on a one-time basis.
- ~~1. Non-exempt employees who are required to be at work on a holiday will receive, in addition to their regular pay, time and one half for the hours worked.~~
 - ~~2. Holidays that occur during any type of approved leave of absence with pay, except Injury Leave, are charged as holidays and are not charged as days of leave taken.~~

PERSONNEL POLICY MANUAL

Revised 1.03.2022



Our **vision** is to make Bel Aire a hometown for everyone. Our **mission** is to create a friendly and responsive environment, promote attractive growth and safe living, and build a connected community.

LIFE'S *better* ON THE EDGE!

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CITY OF BEL AIRE
ADMINISTRATIVE POLICY OVERVIEW

CONGRATULATIONS! You are now a City of Bel Aire employee. The following information relates to your employment. You are required to read the information and be familiar with it. Any questions should be directed to your immediate supervisor or Human Resources.

POLICIES ESTABLISHED

The following policies, regulations, and other administrative provisions are established for personnel administration and intended to promote Bel Aire's vision of being a hometown for everyone by following the three mission statements: create a friendly and responsive environment, promote attractive growth and safe living, and build a connected community. Employees should be aware of other policies related directly to their department. Whether or not explicitly stated, employment may be terminated at any time regardless of any examples mentioned in the manual.

THE CITY OF BEL AIRE IS AN AT-WILL EMPLOYER. Neither this manual nor any City employment policy is intended to constitute a contract of employment, either expressed or implied. The information contained in this manual is not a contract of employment but a general guide for informational purposes only.

THE CITY RESERVES THE RIGHT TO MAKE CHANGES TO THE POLICY AT ITS DISCRETION WITHOUT PRIOR NOTICE. The City of Bel Aire reserves the right to modify, revoke, suspend, terminate or change any policies in whole or part, at any time, with or without notice to the employees. These provisions supersede all existing policies and practices.

SECTION I - EMPLOYMENT INFORMATION AND STANDARDS

A. AUTHORITY FOR ADMINISTERING THE ADMINISTRATIVE POLICY

1. City Department Heads have the authority and responsibility for administering this policy in their respective departments.
2. The City Manager's designee in charge of Human Resources is responsible for keeping all personnel records relating to payroll, fringe benefits and insurance accurate and up-to-date to ensure compliance with state and federal regulations.
3. The head of any department, (i.e., Public Works, Police, Administration and Recreation) may formulate in writing with approval of the City Manager, additional reasonable administrative regulations for the conduct of his/her respective department. Nothing in this section shall be construed as granting any department authority to adopt regulations in violation of, or in conflict with, regulations approved and adopted by the City Council.

B. EMPLOYEE INFORMATION

1. Personnel files are the property of the City, and access to them is restricted. Generally, only the department director, City Manager, or Human Resources personnel who have a legitimate business interest to review information in an employee's file are permitted to do so. Employees may, upon a reasonable request, review their own personnel files. All personnel files shall be viewed only on the City's property and in the presence of the department director, City Manager, or Director of Human Resources. Employees may request copies of portions of their file by submitting such request to the Director of Human Resources. Under no circumstances may an employee remove his or her personnel file, or any part of it, from the City's property.
2. All regular employees shall be furnished a copy of this Administrative Policy upon employment. Administrative updates will be made available on the internal "P drive "and Under "Human Resources". Employees may also request a copy of policies from their Supervisor or Human Resources Department.
3. After a preliminary offer of employment, job applicants shall complete a physical examination, drug screen, and criminal background check. Employment with the City is contingent upon the outcomes of these completed tests supporting that the job applicant is fully qualified to carry out all duties of the position. Some positions may also require that the applicant successfully complete a Kansas Department of Transportation physical, psychiatric evaluation and/or polygraph examination or other appropriate testing. All candidates for employment in the same job category face the same testing requirements, and will be advised of such testing requirements. The information obtained is confidential except to supervisors on a need-to-know basis or for safety and legal purposes.
4. All employment verifications and reference requests must be submitted to the Human Resources Department. The Human Resources Department will only verify factual information contained with the personnel file pertaining to employment. This includes: dates of employment, rates of pay, job titles, documented job performance, and the reason for separation. Except when required by law, additional information will only be provided with written authorization from the employee.

C. OATH

1. Employees of the City are required by statute to take an oath of office. The taking of such oath shall be a condition of employment, and an employee will not be paid until he/she has taken the oath. The oath will be administered by the City Clerk and will be kept in the employee's personnel file. Contract personnel are subject to the terms of their contract.
2. Refusal to take the oath of office will eliminate the individual from eligibility for employment.

D. USE OF OFFICIAL BADGES, UNIFORMS OR CREDENTIALS

No badge, uniform, or other official insignia, or credentials of authority issued to an employee, shall be used or worn by a person other than the employee. Such badge, uniform, insignia or credentials are exclusively intended for official government purposes. An employee may only use such materials for personal gain in very limited circumstances, with approval of the City Manager at the request of the Department Head. Equipment purchased by the City shall remain the property of the City and shall not be worn off-duty except with prior approval by the appropriate Department Head and shall be returned to the Department upon termination of employment. The use of City equipment outside of the authorized scope of employment is prohibited and may result in discipline up to and including termination.

E. BREAKS/REST PERIODS

Generally, breaks/rest periods are not mandatory. If a Department Head chooses to establish formal breaks, they will be scheduled by the Department Head.

Employees are permitted to take reasonable break time to provide milk as a mother for one year following the birth of a child in the care of the mother. The frequency of breaks needed as well as the duration of each break will likely vary from individual to individual. Because of the structure of the building, and the small staff size, the employee is permitted to identify a private location within the building, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public, to express breast milk. Employees are encouraged to communicate directly with their supervisors regarding any issues or concerns in implementing this policy.

F. MEAL PERIODS

Each employee may receive a break period as directed by supervisor, department head, department head designee, or human resources department. All nonexempt employees who work a full-time work schedule must take at least a 30 minute break. Employees are encouraged to take meal and rest breaks away from their work area.

G. ACCEPTANCE OF GIFTS

City employees and appointed officers may accept gifts of token value (less than \$25.00) if the gifts are given in the spirit of friendship and are not expected to influence the official or employee in his/her service to the City. Gifts given to departments as a whole are encouraged in lieu of gifts to individuals. Gifts to individuals of greater than \$25.00 value shall be returned. Individuals receiving items may be subject to individual income taxes; the City of Bel Aire is not responsible for the reporting of these items nor any taxable portion of these items.

H. RETURN OF CITY PROPERTY

An employee leaving the City's service through resignation, layoff or dismissal is responsible for returning any City property and clothing bearing the City's insignia prior to receipt of last paycheck. The failure to return City equipment upon request of employer or termination may result in withholding of final paycheck or criminal proceedings.

I. POLITICAL ACTIVITY

1. Employees are not permitted to solicit, sell or handle monetary political contributions for Bel Aire City elections. City officials and employees may not directly or indirectly coerce contributions from subordinates in support of a political party or candidate during on-duty hours. Nor are employees permitted to wear or display political badges, buttons or signs on their person or on City property during their on duty hours.
2. Public Employees may run for public office, having taken a leave of absence or resigned from the City. Public Employees have a right to campaign for and hold office in political clubs and organizations, actively campaign for candidates for public office in partisan and nonpartisan elections, and contribute money to political organizations and attend political fundraising functions outside of the scope of their employment.

J. OUTSIDE EMPLOYMENT

1. An employee intending to accept outside employment must notify his or her Department Head before accepting such employment.
2. If, at any time, outside employment interferes with an employee's ability to perform effectively on his/her job, or if such outside employment shall tend to create a conflict of interest for said employee, the employee shall terminate his/her off duty employment.
3. Outside employment shall not be an acceptable reason for not responding in a timely manner in case of emergency or when the employee is on call.

K. REGULAR MAIL

All mail delivered to the City of Bel Aire is subject to review. There is no expectation of privacy in mail delivered to City addresses that is not for City purposes. Employees shall not use the City mailing address as a permanent personal mailing address. Any employee requesting delivery of personal mail should have prior permission from his or her supervisor. The City may refuse receipt of such mail and or shipments or have mail or shipments returned to sender when an item delivered to the City is unknown, an employee addressee is terminated, or it is otherwise in the best interest of the City.

L. TECHNOLOGY AND COMPUTER USE POLICY

This Policy is designed to express the City's philosophy and set forth general principles for employee use of Computer Technology. Computer Technology is any and all electronic media and services, including computers, software, emails, telephones, cellular phones, radios, voicemail, facsimile machines, online services, city hosted social media accounts, internet, *intranet*, and the worldwide web, provided to employees by the City. The City encourages the use of computers and technology to make communication more efficient and effective. However all employees should remember that Computer Technology is provided solely to facilitate and support City Business. All employees are required to use these resources professionally, ethically, and lawfully. Exceptions to this policy will be made as needed for the purposes

of conducting law enforcement investigations and for investigation of suspected employee misconduct

Monitoring policy: Employees using Computer Technology, must be aware their use of such systems must be consistent with the City's policies regarding professional conduct, harassment, discrimination and other work conduct. **The City has the right, but not the duty, to monitor any and all use of Computer technology to the extent necessary to ensure that Computer Technology is being used safely, in accordance with the law, policy and in the best interest of the City.** At no time may City resources be used to convey or communicate obscene, threatening, harassing, or abusive messages to others, either inside or outside the City, such use is strictly prohibited and may result in discipline up to and including immediate termination.

1. **Electronic mail and other communications:** Electronic mail (e-mail) is produced, transmitted, stored and received on the City's own communications system. Email shall not be used to knowingly produce, transmit, retrieve, or store any communication that is harassing, discriminatory, derogatory, obscene, sexually explicit or pornographic, defamatory, or threatening, fraudulent; in violation of any license governing the use of software, illegal or contrary to the City's policy or business interests, intended to solicit employees for outside organizations, or in furtherance of a personal business enterprise.
2. Employees must use extra caution when an e-mail is received from an unknown source or when an e-mail is from a known source but appears suspicious. The potential for the spread of viruses is a significant safety concern for the City; opening an unexpected or suspect email could jeopardize the entire City computer system. Extra caution should also be used in opening attachments. Employees should contact the City's Information Technology support service about all suspicious email.
3. **Personal Use:** Computer Technology is provided by the City of Bel Aire for city business purposes. Limited, occasional, or incidental use of Computer Technology for personal, non-business purposes is permissible but must be done in a manner that does not interfere with performance of official duties or negatively impact the City. Employees are expected to act responsibly and not abuse this privilege. Personal use including streaming and downloading exclusively for entertainment purposes is prohibited.
4. **Use of Personal Technology Platforms:** Employees are cautioned that all e-mails texts or similar communications pertaining to work are considered City of Bel Aire records. Emails maintained on personal email accounts, may be subject to discovery in the event of litigation. For this reason, employees are discouraged from using their personal e-mail accounts for work related purposes. When utilizing a personal email account for work related purposes employees must carbon copy (cc), their work related email account to ensure that a record is created on the City network.
5. **Privacy:** Employees should not consider as their own any files stored or maintained on City computers. They are City property. Employees should not use City email addresses to sign up for any accounts or distribution lists that are un-related to their job duties. There is no right or expectation of privacy in such files, and they may be accessed, read, downloaded, or deleted in the City's regular course of business. Such events may include, but may not be limited to, detecting breaches of City policies, procedures, rules, regulations or any law, and accessing needed files when an employee on whose computer the file is stored or maintained is absent. **Accordingly, there is no right or expectation of personal privacy in anything created, sent, or received on any of the City's Computer Technology platforms.** The City

reserves the right to monitor, review, access, delete, and/or disclose all messages and documents transmitted over its e-mail systems in accordance with all legal purposes.

No harassing, indecent, profane, abusive, vulgar, intimidating, or otherwise offensive or inappropriate language or material may be sent on City e-mail, voice, computer or other communications systems. Any employee who receives or encounters such material shall immediately report it to their supervisor or other management official. Reports involving any of these persons shall not be reported to that person; instead, an employee should make the report to another supervisor, management person or department head. Employees found to have been using City communications systems to harass, intimidate or other similar manner, may result in discipline up to and including termination.

6. **Software:** All City owned software is the property of the City and shall be used only in compliance with applicable software agreements. Employees shall comply with all software licenses, copyrights and laws governing intellectual property. Employees found to be in violation shall be subject to immediate discipline, up to and including immediate discharge. To ensure that incompatible software is not installed, all software must be approved by the City's Information Technology support person prior to downloading.
7. **Confidentiality:** Employees will respect other individual's electronic communications. Except when permission has been expressly granted by City management, employees are prohibited from engaging in, or attempting to engage in the following:
 - a. Monitoring or intercepting the files or electronic communications of other employees or third parties;
 - b. Hacking or obtaining access to systems or accounts they are not authorized to use;
 - c. Using other employees' log-ins or passwords; or
 - d. Breaching, testing or monitoring computer or network security measures
8. **Cell Phones:** Employees who are provided with a cell phone for businesses purposes by the City of Bel Aire have no expectation of privacy on such phone. Unless otherwise authorized, City issued cell phones must be used only for business purposes. Employees who accept a reimbursement for the use of their personal cell phone for business purposes should be aware that their right to privacy on such phone may be impacted by acceptance of such reimbursement. Specific policies regarding provision of cell phones and/or monetary reimbursement area are available through the City Manager's designee in charge of Human Resources.

An hourly employee must have permission from his or her supervisor before doing City work on a cell phone or other remote computer technology. Employees are responsible for understanding when they are expected to work. Hourly employees working on cell phones or other remote computer technology are required to track all time (minutes and hours) spent working outside of normal work hours. That time should be included in regular timesheets. Failure to gain explicit prior approval to do work on a cell phone, or other remote technology may result in discipline up to and including termination.
9. **Passwords:** Employees are responsible for safeguarding City passwords to access networks. Individual passwords should not be printed, stored online or given to others. Each employee is responsible for all transactions made using their password. Upon termination, former employees are strictly prohibited from accessing City electronic networks or social media

accounts using passwords. Employees may not, without City permission, lock or password-protect any document or electronic transmission on the City system; download software from the Internet; or install software or hardware on the City system. All documents, graphics, correspondence, reports, and information of any kind stored on the City's equipment, filed on City property, are considered the property of the City and not individual employees.

10. **Transporting Electronic Files:** Employees must exercise caution when conducting city business on personal computers or when transporting City electronic files, particularly when that information is confidential in nature. External drives exposed to viruses that exist on personal computers, can transfer that virus from one computer to another. Employees are responsible for the security of all electronic files they carry on their person on work on outside of a City facility.
11. **Violation of Policy:** Any employee who uses Computer Technology or accesses or uses e-mail or the internet in violation of this policy will be subject to disciplinary action, up to and including termination of employment, and may be subject to criminal prosecution and civil liability.
12. **Social Media:** Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own, or someone else's blog, personal website, social networking website (including Facebook, Twitter, etc.), chat room, as well as any other form of electronic communication, whether or not associated or affiliated with the City of Bel Aire.

Social Media Guidelines

The principles and guidelines found in this policy apply to your activities online. The City respects your 1st Amendment rights; ultimately, you are solely responsible for what you post online. Before creating online content, consider how the communication you are posting might be perceived. Keep in mind that any conduct adversely affecting your job performance, the performance of fellow employees, or that otherwise adversely affects residents, customers, vendors, or people who work on behalf of the City may result in disciplinary action up to and including termination.

- Know and follow the rules. Carefully read these guidelines, and ensure your postings are consistent with these policies. Inappropriate posts which include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.
- Be fair and courteous. Even when off duty, employees are expected to be fair and courteous to fellow employees, customers, residents, vendors, and others encountered while working on behalf of the City of Bel Aire. When posting content, ensure that you are not posting something you would not want to take credit for in a public meeting.
- Be honest and accurate. Make sure content is honest and accurate and correct any mistakes quickly. Never post false information or rumors about the City of Bel Aire, employees, customers, or contractors of the City. Be open about posts that have been altered and remember that the Internet archives almost everything; therefore, even deleted posts can be recovered.
- Think about what you are posting and harm it could cause. Keep in mind that work-related complaints can typically be resolved more effectively by speaking directly with

a co-worker or by talking with a supervisor rather than by posting complaints to a social media outlet.

- Never represent yourself as a City spokesperson. Unless it is part of your job duty to post City content, never represent yourself as a spokesperson for the City of Bel Aire. Your posts should express only your personal opinions. If operations of the City of Bel Aire are the subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the City of Bel Aire, fellow employees, customers, residents, etc. If you are referencing the City of Bel Aire operations on a website or other social media outlet, it is best to include a disclaimer such as “The postings on this site are my own do not necessarily reflect the views of the City of Bel Aire.”

Retaliation is prohibited. The City prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

13. Telework Policy: Telework is not a universal employee benefit, nor is it suitable for all employees or positions, including those in public safety or whose jobs require regularly assisting the public and face-to-face interactions. When evaluating a request, supervisors and department directors should carefully examine the employee’s job description and regular duties to determine whether a particular job would align well with remote work. Selection of employees for telework shall be based on specific, work-related criteria, which include the following:

- The employee must have received an overall “satisfactory” or better rating on the most recent performance evaluation and must maintain satisfactory or better ratings while teleworking.
 - The employee’s history of being reliable, managing workloads with minimal supervision, and establishing priorities, and managing their time effectively.
 - Establishment and maintenance of clear and effective communications between the employee, supervisor, and any key contacts.
 - The amount of public contact and in-person communication required.
 - Access needed to certain documents or special equipment that are only available at the physical job site.
 - Travel and field work requirements.
 - Whether remote work will additionally burden other staff members.
- a. Employees must use the Telework form to request approval from their immediate supervisor and/or department director. Approval required from department director and City Manager.
 - b. Clear communication is expected of any employee provided the opportunity to work remotely. This includes answering calls and emails promptly during agreed-upon work hours and also a commitment to a high level of communication with supervisors and other staff regarding work produced, project status, and deadlines. Below are additional expectations:
 - The employee must maintain appropriate levels of production and quality of work while working at an alternative location.

- A mutually established schedule must be defined. The Telework request form should specify the days and times work will be completed at the remote location and at the office.
 - Employees working remotely are expected to attend work-related meetings. When possible, meetings will be held virtually or by phone.
 - The employee and supervisor must establish expectations for handling telephone messages and forward of telephone calls.
 - The employee must be accessible throughout the agreed-upon teleworking schedule.
 - Supervisors are encouraged to request a log of work performed while teleworking.
 - Supervisors will certify the biweekly timesheet, which include all hours worked, regardless of location.
- c. Employees who telework are governed by the same policies regarding work schedules, leave, and pay as other employees. All normal policies associated with leave remain in place, including the need to request and be approved for use of vacation or other types of leave. Regardless of work locations, employees must adhere to the requirements of the Fair Labor Standards Act and not work longer than permitted or incur overtime without prior supervisor approval. Employees working remotely must continue to follow established department procedures for requesting and obtaining leave. Additionally:
- Employees will not be eligible for travel reimbursement for travel to and from the city work site.
 - The City of Bel Aire will not reimburse personal expenses incurred (furnishings, Internet, utility costs) related to telework.
- d. Equipment, software, data, and supplies provided by the City of Bel Aire for telework must be used only by City employees. Employees working remotely shall obtain supplies through their department's normal supply procurement process. Office supplies generally will be made available at the office for the employee to pick up. Maintenance, repair, and replacement of City-owned equipment issued for telework will be the responsibility of the City. In the event of equipment malfunction, the employee must notify his or her supervisor immediately. Negligence which results in damage to City equipment may be grounds for discontinuing telework, as well as disciplinary action.
- e. The teleworker must take reasonable precautions to ensure hardware and software integrity. The City will supply teleworks with appropriate security and access information and will train teleworks. All employees, including those performing telework, are responsible for the safety and security of City confidential data and information.
- f. Telework arrangements may be terminated by the City of Bel Aire at any time, for example when expectations of the City are not being met or if performance issues develop. The employee may also terminate the arrangement, contingent on the availability of office space at the employee's primary work location.

M. ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, the City expects employees to be reliable and to be punctual in reporting for scheduled work. Office hours and work hours may vary for different departments and it is the responsibility of the employee to follow the schedule set out by each Department Head. Absenteeism and tardiness place a burden on other employees and on the City.

Poor attendance and excessive tardiness are disruptive. Either may lead to loss of pay increases since they are part of the evaluation process for merit pay. Excessive absenteeism or tardiness can also result in disciplinary action up to and including termination. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Notification of supervisor shall not modify an unapproved absence into an approved absence.

Sick leave benefits are intended for genuine illnesses and abuse of that benefit can lead to disciplinary action. If an employee demonstrates a pattern of using sick leave as it accrues and does not allow sick leave to accumulate to cover an extended illness, the practice could be considered excessive use of that benefit.

The City reaffirms it is an at-will employer and employment may be terminated at the discretion of management or the employee without prior notice.

N. HONESTY AND ETHICS

Public service requires a high standard of honesty and personal ethics. Dishonest and unethical behavior will not be tolerated and may subject employees to disciplinary action up to and including termination.

For clarification purposes, and to serve as examples only, dishonest behavior includes but is not limited to: taking supplies purchased by the City for personal use; putting time on your time sheet that you did not work and had no appropriate leave to cover; using City equipment for personal benefit; taking money that does not belong to you and with no specific authorization to do so; taking any item that does not belong to you with no specific authorization to do so; calling in sick when you are not or using sick leave for time off that is not covered by sick leave; providing false information on City paperwork. Examples of unethical behavior would include, but is not limited to: making false accusations against someone; giving false or misleading information to another in order to cause that person to make inappropriate decisions on the job; deliberately not sharing information another needs to properly carry out their duties; not reporting harassment; not reporting information regarding theft or other inappropriate behavior; giving out confidential information to anyone not authorized to have that information; not following department or City policy.

The City reaffirms it is an at-will employer and employment may be terminated at any time by either the employer or the employee without prior notice.

O. INSUBORDINATION

Insubordination is broadly defined as an unwillingness to submit to authority either through an open refusal to obey an order or through a failure to carry one out. Examples of insubordination (or attempts to undermine managerial authority) include, but are not limited to, the following:

- Actively challenging or criticizing a management lawful orders.
- Interfering with management.
- Showing open disrespect toward a supervisor.
- Showing open disrespect toward an appointed or elected official.
- Making threats or using coercion or physical violence.
- Using abusive language or making malicious or threatening statements.

- Ignoring instructions.
- Lying or other unprofessional behavior.
- Violating Chain of Command.

Insubordination of any kind will not be tolerated. Acts of insubordination may result in disciplinary action, up to and including termination.

P. APPEARANCE / DRESS CODE

Each employee represents the City. As such, employees may enter the homes of citizens, greet and interact with the public at City sites, or work out in the community so as to be very visible to the public. Therefore, the image presented by employees while on duty must be professional and not unkempt. Hair should be well groomed. Employees are expected to arrive for work in appropriate attire, wear clothing that is clean, pressed, neat and well fitting. Casual business attire or assigned uniforms are generally considered appropriate attire. Jeans may be permitted on Fridays, sweatpants, shorts, tights, yoga pants and exercise bottoms are only permitted for appropriate Rec center activities or City Hall cleaning or moving designated events. Clothing should not be torn, frayed, ill-fitting, or not suitable for the duties to be performed. Items such as ear gauges, and nose rings may be prohibited if such detracts from a professional image. Clothing, body art/tattoos, piercings, and hair color or other grooming techniques that is obscene, impairs performance or disrupt transaction of City business is prohibited. Hair shall be any natural shade of hair color. Employees should consult their supervisors or the Human Resources department for guidance and questions as to what constitutes appropriate professional appearance for their positions.

Q. WORKPLACE VIOLENCE

The City believes that all employees should be able to enjoy a workplace free from violence, harassment, and threats. The City, therefore, does not knowingly tolerate such incidents and will use legal, managerial, administrative and disciplinary procedures to protect the workplace from violence.

Workplace violence includes not only physical attacks, but also threats of violence, stalking, or other verbal or physical conduct of a violent nature which has the purpose or effect of creating a dangerous, unsafe, intimidating or violent working environment. All employees are prohibited from engaging in any of these acts, or any other act that might constitute workplace violence. Any employee who does engage in such activity is subject to discipline, up to and including immediate discharge.

Employees who believe they are victims of workplace violence, or who observe workplace violence, shall immediately report such incidents to a supervisor, other management person, or law enforcement. It is mandatory to report acts of workplace violence during the shift when such act occurred. Reports of violence involving a supervisor shall not be reported to that person; instead, the report shall be made to an alternate administrative officer or to law enforcement.

The City reaffirms it is an at-will employer and employment may be terminated at the discretion of management or the employee without prior notice.

R. AMERICANS WITH DISABILITIES ACT / ACCOMMODATIONS

The City will provide reasonable accommodations to employees in accordance with the Americans with Disabilities Act of 1990. If an employee becomes restricted in a major life function, a request for

accommodation may be made to the employee's Department Head or supervisor. The request should be made in writing and include the specific accommodation requested. If a supervisor notices that accommodation pursuant to ADA may be appropriate for the supervisor's subordinate employee, the supervisor shall promptly visit with the employee to determine if a specific accommodation request to the City is warranted. Proof of the disability and work restrictions must be provided by a licensed physician. Every reasonable attempt will be made to provide accommodation to allow the employee to be a productive member of the City's workforce. Any special equipment, software, furniture, etc., purchased by the City remains the property of the City.

S. CHAIN-OF-COMMAND

The Chain of Command is the organizational structure established for the operation and supervision of all personnel and departments. The City Manager is the highest level within the staffing structure and reports directly to the City Council. The City Council communicates administrative direction solely through the City Manager. The City Manager shall communicate administrative direction and all requests for work or research through Department Directors and/or their designees. Department Directors shall communicate administrative direction in a manner consistent with the chain of command within the organizational structure.

An employee who has concerns, complaints, or suggestions about his/her employment should discuss the matter with his/her Supervisor as the first step within the City chain of command. If that Supervisor is the subject of the complaint or concern, employees should discuss the situation with the Department Director. If the Department Director is the subject of the complaint or concern, employee should discuss the situation with Human Resources personnel or the City Manager. If Human Resources personnel or the City Manager is the subject of employee's complaint or concern, the employee should discuss the situation with the City Attorney. The City Attorney does not represent individual employees, but represents the City as effectuated by the Governing Body.

The City strives to create a positive work environment for all employees. An employee who has a general work environment concern or complaint is encouraged to contact HR or the City Manager.

The purpose of this policy is to promote clear and swift solutions to workplace concerns and ensure matters important to the City are addressed appropriately, thereby improving the work environment for all concerned. Violations of this policy may subject employees to discipline, up to and including discharge from employment.

T. EMPLOYEE PRIVACY

It shall be the policy of the City not to discuss specific and/or individual personnel matters with third parties, such as spouses or parents. Only the individual involved, and/or their legal counsel, and appropriate supervisors shall take part in specific personnel discussions and/or decisions. Personnel files are considered confidential and shall only be made available for inspection and reproduction by the specific employee, appropriate supervisors, human resources staff, legal counsel, or through appropriate subpoena.

U. NEPOTISM

1. In order to avoid favoritism or the appearance of favoritism based on family relationships, no one shall be employed in a department where the Supervisor, department head, or another

departmental employee is a member of their immediate family. "Immediate family" is defined to include only an employee's parents, stepparents, spouse, children, stepchildren, siblings, stepsiblings, grandparents, grandchildren, mother or father-in-law, significant other, and brothers-or sisters-in-law.

2. If two employees within the same department marry or otherwise obtain a relationship whereby they become members of each other's immediate family, one of the employees shall be transferred to another department, if possible, without the loss of pay or benefits. Establishment of such a relationship shall not be the basis for termination of employment.
3. Employment will be denied to any person who is related to either the Mayor or any member of the Bel Aire Governing Body, as a spouse, child or parent of such elected official.

V. PUBLIC SAFETY AND RESPONSE TIME

In accordance with the City's emergency response plan including, police department and public works employees must be able to respond to City emergencies within 30 minutes. The City Manager may additionally require employees in certain key public safety or operations positions to be available for emergencies sooner.

W. ON-CALL POLICY

1. Some positions are required to be available "on-call" after normal working hours. Employees subject to this on-call policy are required to remain within a 30-minute drive time of the City boundary and are required to be available for call back to work at any time while on-call. When on-call, all employees shall be paid an on-call rate that has been determined and approved by the City Manager. Non-exempt employees shall track the time spent working, including taking calls or emails while on-call and shall be compensated for such time.
2. Employees called back to work from off-duty shall receive compensation at one and one-half (1 ½) rate of pay for all hours worked in response to such a call.

X. WEAPONS

1. The City prohibits employees (excluding police officers) from possessing, using, or displaying a weapon within the workplace or while engaged in official duties on behalf of the City except as specifically provided in this policy. This prohibition applies regardless of the location of said duties, applies to all employees who drive or ride in City vehicles or equipment, and applies whether the weapon is concealed or unconcealed, loaded or unloaded.
2. In accordance with the Kansas Personal and Family Protection Act and the restrictions found herein, employees may carry a concealed handgun into city facilities, in city vehicles and while engaged in or conducting the business of the City provided the employee is legally qualified to carry a concealed handgun under federal and state law, and the carrying of a concealed handgun is lawfully allowed and not otherwise prohibited under the provisions of federal or state law. This exception does not permit the open carry of a handgun or other weapon.
3. Employees choosing to carry a concealed handgun must provide copy of qualifying documents (i.e. conceal and carry license) to Human Resources. Human resources will provide public safety expectation in accordance with this policy.

4. Employees choosing to carry a concealed handgun must provide notification to the Chief of Police. The notification to the Chief of Police that an individual is carrying a deadly weapon on their person while accessing both secure and unsecured areas of public buildings is a one-time requirement in accordance with the City's approved building security plan.
5. Any employee violating this policy and/or public safety expectations, including the inadvertent display of a handgun, will be subject to discipline up to and including termination.

SECTION II - PLACEMENT

A. EMPLOYMENT ELIGIBILITY

1. A job applicant may be disqualified for, among others, the following reasons:
 - a. The applicant does not possess the background, ability, experience, training, certification, or licensure associated with performing the duties of the position for which he/she seeks employment.
 - b. Determination that the applicant intentionally made false statement(s) on his/her employment application,
 - c. Unfavorable police record, employment record or unsatisfactory reports from previous employers,
 - d. The applicant has solicited favors from any City official in connection with his/her search for employment, or another person has done so at his/her request.

THE ABOVE LIST IS NOT INTENDED TO BE A COMPLETE LIST OF ANY AND ALL APPLICABLE REASONS FOR THE DISQUALIFICATION OF A JOB APPLICANT.

2. All new hire forms must be completed and returned to the Human Resources department before a new employee may be placed on the payroll.

B. EMPLOYMENT CLASSIFICATIONS

1. Full-Time: Employees who work on a regular and continuing basis and are routinely scheduled to work forty (40) or more hours per work week. Employees who work an average of at least 30 hours per week are not considered full-time but will be eligible for medical insurance in compliance with the Patient Protection and Affordable Care Act.
2. Part-Time: Employees who work less than a regular full-time week on a regular and continuing basis. Students 18 years of age and under working between academic terms shall be considered part-time employees, regardless of the number of hours worked. Part-time employees may be eligible for some fringe benefits.
3. Temporary/Seasonal: Employees who work on a temporary or recurring basis for a specific purpose or program and whose employment is not intended or expected to exceed five (5) months in any calendar year. These employees are not eligible for any benefits except those required by law. Workers who are employed by a temporary employment agency to do work for the city are not considered employees. Persons hired under the temporary position category are not eligible for fringe benefits. Employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not the city.

All part-time and full-time employees are considered regular employees after completion of a training period.

4. ELECTED OFFICIALS: Members of the Governing Body are not employees of the City, and this Manual does not apply to them.
5. VOLUNTEERS are unpaid individuals performing services for or on behalf of the City and, though not employees of the City, may be dismissed from service for dangerous or unsafe acts or omissions, for failure to perform volunteer duties satisfactorily, or if their services are no longer needed. This Manual does not apply to volunteers.

C. OVERTIME REQUIREMENTS

Work period for all employees who are not police officers, the normal work week is a forty (40) hour work week with the standard work week consisting of a period from 12:01 a.m. Saturday to 12 Midnight the immediately following Friday. The City has chosen to designate a two-week work period for law enforcement employees, and overtime is paid to those employees when they have worked over eighty (80) hours in their respective work periods. Officer's duty shifts shall be established at the discretion of the Chief of Police.

All employees, except exempt employees as defined by the Fair Labor Standards Act, who work in excess of a minimum number of hours in the applicable work period shall be paid at a rate of one and one half (1½) times their regular rate of pay for all hours worked in excess of the number of established regular hours. Paid sick leave and paid vacation are not considered hours worked for overtime purposes; holidays are considered hours worked for overtime purposes. No employee shall be permitted to work in excess of work period hours without prior approval by his or her Supervisor, except where an emergency exists.

City employees are subject to the Fair Labor Standards Act (FLSA). All positions in the City are designated exempt or non-exempt under FLSA depending on whether or not the job position meets the requirements of the act. These designations have nothing to do with the importance of a position to the City.

Employees who are exempt are not paid overtime for hours over 40 worked each work week, but compensatory time may be allowed at the discretion of the Department Head. Employees who are non-exempt shall be paid overtime for hours over 40 worked each work week. (See Overtime Compensation for more details.) There are specific exceptions under the FLSA for law enforcement. Department Heads are exempt employees and schedule their time to accomplish the requirements of the position.

D. TRAINING PERIOD

The training period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, personal and social capabilities, and overall performance. Either the employee or the City may end the employment relationship at any time during the training period with or without cause or advance notice.

1. Length of Training Period: Each offer of employment, or rehire, shall be provisional on the satisfactory completion of six months training period beginning on the first day an employee is required to report for duty. Police Department employees requiring training at the time of hire will have a one-year training period to allow for completion of the training academy.
2. Extending the Training Period: If the City determines that the designated training period does not allow sufficient time to thoroughly evaluate the employee's performance, or the employee is absent with permission for more than 5 days during this time, the training period may be extended for a clearly specified time period, not to exceed six months, without any negative connotations regarding the employee's performance.

During the training period, provisional employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. They may also be eligible for other City fringe benefits, subject to the terms and conditions of each benefit program. All provisional employees should read the information for each specific benefit program for the details on eligibility requirements.

Upon satisfactory completion of the training period, employees enter the "regular" employment classification.

E. PROMOTION

A promotion means that the employee is: (1) moving to a new position with increased responsibilities; (2) the new position is in a higher pay classification; and (3) the new position is in the same established job family as the former position. A title change does not necessarily constitute a promotion. Employees who are promoted within the City must complete a secondary training period of the same length with each reassignment to a new position, but such training period does not change the employee's status as a regular employee. In cases of promotions, an employee who based on performance of job duties and responsibilities and or City needs, is not able to fulfil the role of the new position can be removed from that position at any time during the secondary training period. If this occurs, the employee may be allowed to return to his or her former position or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City's needs. The performance review schedule for a promoted employee shall be adjusted to reflect the date of the promotion. Performance evaluations will be completed for promoted employees after six months of service in the new positions. Employees will be eligible for a merit increase after completion of one year in the new position.

F. TRANSFER

A transfer means a lateral transfer or a non-lateral transfer.

- A lateral transfer is the movement of an employee from one position to another with the same pay range.
- A non-lateral transfer is the movement of an employee from one position to another with a higher or lower pay range.

Any employee may request a transfer at any time when there exists a vacancy for which the employee desires consideration; provided that the City Manager may make a non-requested lateral transfer or non-lateral transfer whenever deemed to be in the City's best interests. A lateral transfer does not change the transferred employee's performance review date. For non-lateral transfers, the employee's performance review date will be the date of the transfer. Performance evaluations will be completed for non-lateral transfers after six months in the new position. Non-lateral transfers are eligible for merit increase after completion of one year in the new position.

G. DEMOTION

A demotion is a downward movement of an employee from one position to another within an established job family, whether based on inability to satisfactorily perform assigned duties, disciplinary reasons, changes in the City's workforce needs, or lack of work and funds. Demotion does not include placement of an employee in a position at a lower pay grade within an established job family at the employee's request, which will be considered to be a non-lateral transfer. The employee's performance review date will generally be adjusted to reflect the date of demotion. Performance evaluations will be completed for demoted employees after six months in the new position. Demoted employees will be eligible for merit increase after completion of one year in the new position.

H. RECLASSIFICATION

Reclassification means the re-evaluation of and reassignment of a position to assure that the pay plan accurately reflects the worth of the position. A position may be reassigned either upward to a higher pay

range or downward to a lower pay range, Reclassification does not constitute either promotion or demotion. Employees holding positions which are reclassified will not serve a training period and the performance review date will not change.

Reclassification is an action taken to recognize one of two conditions:

- The duties, responsibilities, and qualifications of an existing position have substantially changed over time to the extent that the position no longer resembles others in its class; or
- Labor market conditions, as demonstrated by recruitment and retention experience and verified by salary survey data; indicate a need to re-evaluation the classification of a position.

The reclassification process will not be used to reward an employee who is performing well in a properly classified position and possesses potential to perform in a higher-level position which the City does not need, or to provide additional salary growth to an employee who has reached the top of his or her pay range.

I. RESIGNATIONS

Resignations shall be made in writing. Employees are encouraged to provide two weeks' notice to facilitate a smooth transition out of the organization. Absence without notifying the supervisor in advance of the absence that exceeds two (2) consecutive work days may be considered a voluntary resignation by the City unless other mitigating factors are provided. However, "absence without leave" of any period of time is grounds for involuntary termination.

J. RETIREMENTS

Retirement notification must be made in writing. Employees are encouraged to provide as much notice as possible with a preferred notice of at least 30 days.

SECTION III - VACATION AND LEAVES

A. BENEFITS DURING LEAVES OF ABSENCE

An employee must be in pay status while on leave of absence to accumulate benefits. (Exceptions are noted specifically for seniority benefits while on military leave without pay.) With Department Head approval, an employee on leave of absence without pay may be eligible to receive life insurance and health insurance benefits, provided the employee contributes both the City's share and his/her own share. KPERS membership may be available for up to one year of leave of absence not credited as participating service (employee buy-back provisions).

B. LEAVES OF ABSENCE WITH PAY

Includes sick, vacation, military reserve, and other (as defined in the following sections).

C. PROMOTION, TRANSFER, RECLASSIFICATION OR DEMOTION

When an employee is promoted, demoted or transferred, all sick leave and vacation leave remains to his/her credit and is transferred with the employee.

D. REQUESTS FOR LEAVE OF ABSENCE

All requests for leave of absence shall be made according to the procedures designated on the following pages for that particular leave. KPERS benefits shall be adjusted for employee based on KPERS policy.

E. REPORTING LEAVE FOR PAYROLL

Leave, with or without pay, is to be reported to the City Manager's designee in charge of Human Resources.

F. VACATION LEAVE

1. Employees in regular full-time positions with the City are granted vacation leave monthly according to the following schedule based on continuous service:

Years of Service	Hours Earned per Pay Period	Annual Accrued Hours	Maximum Carryover	Maximum Payout
0-1 year	3.07	96	96	0
1-5 years	4.62	120	160	160
5-10 years	5.54	144	184	184
10-15 years	6.15	160	200	200
15-20 years	7.07	184	224	224
20-25 years	7.99	208	248	248
25+ years	8.6	224	264	264

2. Employees in regular part-time positions with the City are granted vacation leave monthly according to the following schedule based on continuous service:

Years of Service	Hours Earned per Pay Period	Annual Accrued Hours	Maximum Carryover	Maximum Payout
0-5 years	1.85	48	40	0
5-10 years	2.3	60	40	0
10+ Years	2.77	72	40	0

- a. Non-exempt employees: The Department Head shall establish a normal, standard work week for employees. Vacation time should be used in no less than .25 hour (15 minute) increments and must be approved by the employee's supervisor. Supervisors may authorize the use of flextime in lieu of vacation time during normal scheduled hours.
- b. Exempt employee: An exempt employee will be expected to work a full time schedule however hours may vary depending upon workload requirements. Exempt employees will be required to use vacation leave for any full workday absence if a different leave is not approved.
3. A full time employee leaving employment with the City shall receive pay for vacation credited and unused to the date of his/her separation or resignation, provided he/she has been in service of the City for at least one year. This payment cannot exceed the approved Maximum Payout. A part time employee shall not receive a vacation payout at the time of separation.
4. Full-time employees shall not carryover vacation leave accrued in a calendar year that exceeds their maximum accrual limit without express written approval from the City Manager.
5. Employees shall not be eligible to earn vacation leave benefits during periods of time they are absent from work (for any reason) without pay. Vacation credit will begin to accumulate when the employee returns to work from leave without pay.
 - a. Illness during vacation - Sick leave may be substituted for scheduled leave if an employee becomes sick during his or her vacation.

G. SICK LEAVE

Information about an employee and his/her immediate family's health is governed by the federal Health Insurance Portability and Accountability Act (HIPAA). Information is to be kept confidential and shared only with persons who have a work-related reason to know.

The City of Bel Aire provides paid sick leave benefits to all regular full-time employees for periods of temporary absence due to personal health and or medical needs, physical illnesses, injury or disability. Part time and Temporary employees are not eligible to receive sick leave benefits. Sick leave is not earned but is a benefit granted to employees to accommodate the occasional need to remain at home due to the listed conditions. Employees who abuse the use of sick leave may face disciplinary action. Eligible employees begin receiving credit for sick leave on the hire date.

1. Accumulations. Full time employees who regularly work forty (40) hours per week accrue sick leave benefits at the rate of 3.7 hours per pay period. Sick leave may be accumulated to a maximum of nine hundred sixty (960) hours.
2. Uses of Sick Leave. Sick leave is available to an employee when:
 - a. The employee's condition requires absence from work;
 - b. The spouse, child, step-child, parent, step-parent, or any person of whom the employee has legal guardianship is ill;

- c. The employee or a member of his/her immediate family listed above has a medical appointment;
 - d. All days of funeral leave have been exhausted.
3. Incremental Use. Non-exempt employees may take this time in no less than .25 hr (15 minute) increments. Exempt employees may take this time only in full day increments.
 4. Reporting of Sick Leave. If a personal or immediate family member illness prevents any employee from performing assigned duties, said employee shall notify his/her supervisor of the problem. If an employee is absent from work and has not notified the supervisor in accordance with this policy, sick leave will be granted for the absence only by written Department Head approval. Leave will not be recorded as sick leave unless it has been approved by the supervisor. The supervisor may request a written statement from the employee's doctor stating that absence from work was necessary due to illness. A release to return to work signed by a current physician may be required at the discretion of the Department Head before an employee is allowed to return to work.
 5. Before an employee can be permitted to perform regular duties after having sustained an injury, undergone surgery, or having been ill beyond three working days, said employee must present the Director of Human Resources with a release to return to work signed by a physician, stating that the employee is fit to return to work and carry out all duties of employment.
 6. Unused Sick Leave is not paid upon termination of employment or retirement.
 7. Employees shall not be eligible to earn sick leave benefits during periods of time they are absent from work (for any reason) without pay. Sick leave credit will begin to accumulate when the employee returns to work from leave without pay.

H. FUNERAL LEAVE

1. Eligibility: In the event of a death of a regular full-time employee's immediate family member an employee is eligible for up to three days (24 hours) of funeral leave. Immediate family is defined for the purposes of funeral leave only as employee's spouse, or the parent, sibling, child, grandparent, grandchild, step-parent, step-child, step-grandparent or step-grandchild of either the employee or the employee's spouse. This leave must be approved by the Department Head and is not charged against any other leave accumulations. Any additional leave granted must have Department Head and City Manager approval and may be taken from any accrued leave. The Department Head may request documentation to verify eligibility for funeral leave.
2. Reporting Funeral Leave: An employee who is unable to work because of a death in the immediate family must, prior to the employee's scheduled time to report, notify his/her office or immediate supervisor, who will then notify the Department Head.

I. INJURY LEAVE

1. Eligibility: An employee who sustains an injury on the job and files the proper accident report shall be eligible for injury leave with pay for absences which occur immediately following the injury and which were caused by the injury. The designated City doctor shall see the employee unless a life-threatening situation dictates other emergency procedures.

2. Reporting Injury Leave and Explanation of Benefits: When appropriate, injury leave shall be guided by the KMIT work comp process. In order for an employee to be eligible for paid injury leave, the nature of the injury must be reported to the Department Head within seventy-two (72) hours (3 working days); the location where the injury took place; the materials the employee was using at the time of the injury; the extent of damage, if any, to City equipment; the work procedure the employee was following at the time of the injury; the extent of supervision at time of injury; and a statement as to how the injury could have been avoided. This report, exclusive of any workers compensation form, must be completed and filed with the City Manager's designee in charge of Human Resources within twenty-four (24) hours of the injury, if at all possible, before an employee is eligible for injury leave. Further, an employee must notify his/her supervisor at the beginning of the shift that the employee will be absent due to an injury on the job. Injury leave shall not be granted without written verification that the employer's physician recommended the time off work. In the event an employee is injured and receives injury leave pursuant to this section, the employee shall be compensated at his/her full rate of pay for a maximum of twelve weeks. If workers compensation benefits are discontinued, the employee on injury leave shall no longer receive a regular paycheck from the City. During the time an employee on injury leave receives a full paycheck from the City, the weekly payments authorized by the Kansas Workers Compensation (two thirds [2/3] of gross average weekly wage) will be returned to the City Manager's designee in charge of Human Resources no later than forty-eight (48) hours after their receipt. If an employee continues on injury leave after the twelfth week, the employee will then receive only the workers compensation payments and not a City paycheck. Any payroll deductions for health insurance must be paid by the employee to the City in a timely manner to continue insurance coverage, and any other optional deductions can be continued or terminated at the request of the employee.
3. Return to work/light duty program: If an individual is injured and is placed on restrictions by a physician, the City will obtain a statement from the physician regarding those restrictions. If the City can accommodate said restrictions according to the job description for the individual's job, such person may be permitted to return to work in their regular employment. If the individual's regular employment position requires an individual not subject to such restrictions, the employee may be offered a light duty job other than their regular employment such a position exists and is available. Return to work/light duty jobs are temporary employment and may be limited in time and/or eliminated at the City's discretion at any time. The City expects the same standards, performance, and attendance from an employee who is performing a return to work/light duty job as it does from a regular or full-time employee.
4. The City will actively seek to return disabled, but qualified employees covered by workers' compensation to productive work as quickly as possible in cooperation with the City's physician or health care provider. Any accommodations will be handled in accordance with ADA requirements.

J. PROFESSIONAL DEVELOPMENT

1. Leaves of absence with pay may be granted for employees to attend professional conferences and meetings.
2. Requests for such leave must be made to the Department Head stating the date of absence, purpose of the leave, and the function to be attended.
3. The travel expense and authorization form should be used in requesting this leave with pay.

4. Upon returning from an approved other leave with pay, the employee must complete and forward to the City Manager's designee in charge of Human Resources a travel expense report in accordance with the rules set forth for same.

K. LEAVES OF ABSENCE WITHOUT PAY

1. Occasionally, for medical, personal or other reasons, employees may need to be temporarily released from the duties of their job with the City. Leaves of absence without pay not specifically covered by this manual or federal, state or local law will be considered only when no paid leave is available.
2. The City Manager may grant leaves of absence without pay, for no more than seven total days. This leave is not intended to be in lieu of Family Medical Leave Act conditions, but for other types of short term situations.
2. Normally, leave of absence without pay will not be granted until all available leave has been exhausted.
3. Requests for leave for personal reasons shall be submitted in writing to the Department Head stating reasons for the request, the date the leave shall begin and the probable date of return. The Department Head shall indicate in writing upon the request whether the Department can provide alternate staffing to support the request, prior to forwarding the request to the City Manager for approval. Approval from both the department director and City Manager will be required.

L. CIVIL LEAVE

1. Jury Duty or Witness for the City under Subpoena: Upon receipt of the order requiring the employee to report for jury duty or placing the employee under subpoena, a copy of the order will be provided to the immediate supervisor to be provided to Human Resources. Jury duty or duty to testify as a witness is not charged to an employee's leave. The employee may retain reimbursement for personal travel expenses or meals. The employee shall receive full pay from the City for the time spent on jury duty.
2. Court Appearance: Upon receipt of the order requiring the employee to make a court appearance, arrangements shall be made by the employee with the employee's supervisor to receive permission from the Department Head to comply with the order. An employee who is required to make a court appearance in an official capacity in connection with the City of Bel Aire or as expert witness either because of the employee's profession or observed knowledge will be considered on duty and no charge is made against civil leave. The employee shall file for fees where a fee is paid. The employee shall turn such fees over to the City when testimony arises out of employment with the City of Bel Aire when testimony is given during duty hours. If the employee uses his/her own transportation the employee may keep travel expenses.
3. Employees Involved In A Personal Case: If an employee is involved in court in a personal case, either as plaintiff or defendant, the employee shall be granted leave but the time off may be charged either to accrued vacation leave, to leave of absence without pay or personal holiday.

M. SELECTIVE SERVICE INFORMATION

1. Employees ordered by their Selective Service Board to appear for a physical examination shall be given the required time off with pay, not to exceed forty-eight working hours.
2. Immediately upon receipt of the Selective Service Board's orders, the employee will present the order to his/her supervisor so approval may be granted by the Department Head.

N. MILITARY RESERVE LEAVE

1. Eligibility: An employee is eligible for military reserve leave in the event he/she is a member of any reserve component of the United States Armed Services and, pursuant to order, participates in a term of active duty or field training encampment.
2. Reporting Military Reserve Leave: In order for an employee to receive military reserve leave, the employee must submit orders necessitating the absence from employment to his/her supervisor not less than eighty (80) working hours prior to the commencement of the absence from employment. Upon the employee's return to work after completion of the military reserve responsibilities, the employee must submit to the City Manager's designee in charge of Human Resources documents evidencing all monies received for participation in military reserve duties. Military reserve leave shall be limited to a maximum of one hundred twenty (120) hours of active participation in military reserve duties and a maximum of thirty-two (32) working hours of travel time from the City of Bel Aire to the location where the employee's military reserve duties were performed. In no event shall an employee receive payment for military reserve leave in excess of the difference between the amount received by the employee for performing military reserve responsibilities and his/her normal amount of pay. In the event an employee's military reserve duties require the employee to be absent from work in excess of the maximum amount of military reserve leave set forth, the employee may request discretionary leave to satisfy military reserve responsibilities.
3. City employees shall be granted two weeks leave per year for meeting annual military training requirements. Such employees must give the City advance notice of annual training requirements and the scheduling thereof, and shall provide the City with copies of their applicable orders. Notice enables Department Heads to make appropriate adjustments in work schedules and workloads.
4. This policy may change without notice to remain in compliance with State or Federal Law regarding military leave from civilian employment.

O. MILITARY LEAVE

1. Leaves of absence shall be granted to employees whose United States Uniformed Services (military) obligations necessitate their absence from work. These leaves are applicable to all such obligations, including Reserve and National Guard assignments (see Item I. for Military Reserve Leave), and are governed pursuant to the *Uniformed Services Employment and Reemployment Rights Act* (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.
2. Employees who are subject to multiple military duty assignments may, at their option, present leave notices covering all such obligations or individual leave notices.

3. Continuation of health insurance benefits will be as required by and in accordance with USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.
4. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. If the period of service was more than 31 days, but less than 181 days, the employee must return to work no later than 14 days following completion of service. For service in the military for over 180 days, the employee must return to work no later than 90 days after completion of service.

P. ADMINISTRATIVE LEAVE/FMLA LEAVE

1. Administrative Leave. Administrative leave with or without pay may be authorized by the City Manager on a case by case basis, following review of application and documentation requesting such administrative leave. Before leave without pay will be granted, the employee must use all accrued paid leave.
2. Family Medical Leave Act. After one year of employment, an employee may request administrative leave without pay under the Family Medical Leave Act for a qualifying condition. Such request will be granted in accordance with the provisions of that Act and this City policy.
 - a. FMLA leave for up to twelve weeks (480 hours) during a twelve month period (beginning with the first day after all accrued, paid leave is exhausted) may be requested or designated for the birth of a child, or the placement of a child with the employee for adoption or for foster care; to care for a spouse, son, daughter, or parent with a serious health condition; for the employee's own serious health condition.
 - b. FMLA leave may be requested or designated for an illness, injury, impairment, or physical or mental condition that involves either inpatient care, hospice, or residential care facility, or continuing treatment by a health care provider for three or more consecutive days (72 hours); any period of incapacity because of pregnancy or prenatal care; any period of incapacity because of a chronic serious condition; any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three consecutive days (72 hours) if untreated.
 - c. An employee request for FMLA leave must be made in writing with as much advance notice as practical. The request or designation must be supported by a health care provider's certification of the medical condition of the person affected. The certification must include the date on which the serious health condition began, the probable duration of the condition, and other appropriate medical facts. The certification must contain a statement that the employee is needed to care for the child, spouse, or parent and an estimate of the amount of time the employee is needed. If the employee is ill, the certification must include a statement that the employee is unable to perform the essential functions of the employee's job. When the certification is for intermittent leave

for planned medical treatment, it must include the dates on which the treatment is expected to be given and the duration of the treatment.

- e. At the option of the City, a second opinion may be required from a health care provider chosen by the City. If the second opinion differs from the first, a third opinion may be required and is considered final and binding on both the employee and the City.
- f. Benefits do not accrue during the twelve weeks of FMLA leave. No sick leave, vacation leave or holiday leave accrues. KPERS and Health insurance may continue during the twelve weeks in accordance with those policies.
- g. Leave request forms are available from the City Manager's designee in charge of Human Resources.
- h. The employee must comply with the City's Reasonable Attendance and Call-In Policy. The employee's notice to the City may be verbal or written. The first time the employee requests leave, the employee is not required to specifically mention the FMLA. However, the employee is required to provide enough information for the City to know that the leave may be covered by the FMLA, and when and how much leave the employee anticipates needing to take. Human Resources needs the employee to provide enough information to determine whether the leave is FMLA-qualifying. In all cases, an employee is obligated to respond to questions designed to determine whether an absence is potentially FMLA-qualifying. Failure to respond to reasonable inquiries may result in denial of FMLA protection if the City is unable to determine whether the leave is FMLA-qualifying.

Q. SHARED LEAVE

Eligibility In cases of a catastrophic medical condition (a serious incapacitating and/or life threatening non-job related illness/injury requiring an extended treatment and/or recovery period for which the employee anticipates being absent from work) an employee of the City of Bel Aire may apply for leave donations from other employees. The purpose of the shared leave program is to provide a method for an employee who has utilized all of their own paid leave time and is on unpaid leave as the result of a qualifying medical condition, to receive some level of compensation during the term of the unpaid leave. Consenting employees may agree to have leave donations transferred from their accumulated sick leave to the sick account of a requesting employee. Coercion and/or intimidation are prohibited and should be reported to the City Manager's designee in charge of Human Resources. The Shared Leave Program is employee to employee and being offered in addition to the benefits provided by the City. Shared Leave is not accrued or earned under this program. The City of Bel Aire may modify or terminate the Shared Leave Program at any time. All full-time and part-time employees with benefits that have been employed who have successfully completed their training period are eligible for this program. Shared leave retains the value at which it was earned.

R. HOLIDAYS

Paid Holidays observed by the City are:

- New Year's Day, January 1st
- Martin Luther King Day, Third Monday in January
- President's Day, Third Monday in February
- Memorial Day, Last Monday in May

- Independence Day, July 4th
 - Labor Day, First Monday in September
 - Veteran's Day, November 11th
 - Thanksgiving Day, Fourth Thursday in November & Friday following Thanksgiving
 - Christmas Day, December 25th
 - Holiday Leave, one (1) day shall be allowed in conjunction with Christmas as determined by City Manager
 - Personal Holiday, one (1) day of Personal Holiday
1. Full-time employees who are present for duty or in a paid leave status on the workday before and the workday after a holiday shall be paid for eight (8) hours of holiday leave. Part-time employees who regularly work 12 or more hours a week shall be paid for four (4) hours of holiday pay for each City holiday provided they worked or were in a paid leave status during the pay period.
 2. The City has adopted the federal long weekend plan, which means that some holidays fall on different dates from year to year. If a legal holiday observed by the City falls on Saturday, administrative offices will be closed the Friday before; if the holiday falls on Sunday, administrative offices will be closed the Monday after.
 3. At the beginning of each year, the City of Bel Aire provides each full-time employee with one paid personal holiday to use in addition to the regular paid holidays. This floating holiday is used in a manner similar to vacation leave, as the employee must make arrangements with their supervisor to take their designated floating holiday off in advance of the day of use and must ensure that adequate staffing is in place. Non-exempt employees may take this time in no less than .25 hr (15 minute) increments. Exempt employees may take this time only in full day increments. Employees may request to use the floating holiday to take off work on a federal holiday that is not observed by the City or may use it for other purposes, provided they receive approval in advance of use. The floating holiday will not be carried over to the next calendar year.
 4. No employee will be allowed to utilize holiday leave on their last day of work, unless they are unable to return to work due to a serious medical situation that is covered by the FMLA or have received approval from the City Manager for an exception to policy.
 5. Holiday time worked by non-law enforcement employees, who are classified as a non-exempt, full-time employee shall be paid for work performed on the holiday. For those employees whose shift begins on the holiday (the actual holiday, not the city

recognized holiday) their shift time will be paid at the holiday rate of one and one-half (1½) times their regular rate of pay.

6. To accommodate the scheduling demands of effectively deploying law enforcement officers during holidays, Police Department employees will use the following method to take time off work equivalent to traditional holidays. Law enforcement officers shall have eleven (11) holidays per year with each holiday equaling eight (8) hours. Each Law enforcement officer will receive thirty-two (32) hours of holiday time in the first six (6) month period (January 1 to June 30) and fifty-six (56) hours of holiday time in the second six months of the year (July 1 to December 31), to be used as time off within the six (6) month period that it was awarded, or it will be forfeited. If extenuating or staffing issues cause a law enforcement officer to not be able to use the holiday time within the six (6) month period that it was awarded, the City Manager may approve for the individual to be paid, at the straight time rate, for any unused holiday time. Unused holiday time will not be allowed to carry over into the following year. For those employees whose shift begins on the holiday (the actual holiday, not the city recognized holiday) their shift time will be paid at the holiday rate of one and one-half (1½) times their regular rate of pay.
7. From time to time and for certain special occasions, the City Council may designate other days as special holidays on a one-time basis.

SECTION IV - DISCIPLINE

A. AUTHORITY TO DISCIPLINE

The City Manager, Department Directors and immediate supervisors shall have the authority to discipline personnel. This section describes the general guidelines of the City concerning discipline and termination decisions. It is not intended that these provisions or any others shall form a contract, either express or implied, between the City and its employees. The City reserves the right to discipline and/or terminate employees for any reason not prohibited by law. Management has the right to bypass normal progressive disciplinary steps based on the severity of the case. For example, when employees are found to be involved with theft, arson, fighting on the job, or other serious behaviors, they may be terminated immediately.

B. NOTICE OF COUNSELING

The Notice of Counseling will explain to the employee the City or department the policy that has been violated, the implications of the violation, the expected behavior, the corrections necessary, a deadline for corrections and sustained improvement, and the next disciplinary steps if the violation is repeated. The supervisor is responsible for presenting the original Notice of Counseling to the employee for signature, providing a copy of the signed Notice to the employee, and then sending the original Notice of Counseling to HR for placement in the employee's personnel file. A Letter of Counseling is not considered formal discipline. A formal meeting to discuss the Notice with the employee is not necessary.

C. WRITTEN REPRIMAND

A written reprimand is appropriate:

- Notice of Counseling has not resulted in correction of the behavior by the deadline established, or;
- compliance by the employee is not sustained to the supervisor's satisfaction following expectations set forth in a Notice of Counseling, or an employee review/evaluation or;
- if the employee has shown a pattern of non-compliance within a year, or;
- the employee has violated a department or City policy.

A formal meeting to discuss the reprimand with the employee is necessary. At the meeting the employee will be asked to sign an acknowledgement that the reprimand was received. If the employee refuses to sign, the supervisor will note the refusal on the reprimand. The supervisor will sign the reprimand and date it at the conclusion of the disciplinary meeting with the employee. The supervisor is responsible for providing a copy of the signed reprimand to the employee, and then sending the original reprimand to HR for placement in the employee's personnel file.

D. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City contracts with a private company to provide counseling to employees of the City and their families in dealing with any type of personal problem, including but not limited to: alcoholism, drug abuse, financial and legal difficulties, family problems, and other similar difficulties. The program is designed to encourage early intervention and awareness of such problems and to offer help at the earliest opportunity.

- Self-Referral – All full-time and part-time employees, members of an employee's household, and benefit-eligible dependents are eligible to receive assistance through the EAP.
- Mandatory Referral – The City may require that an employee participate in the EAP ("mandatory referral") as a condition of suspending the imposition of discipline or reducing the severity of the discipline imposed. All mandatory referrals shall be approved by Human Resources.

E. SUSPENSION

The Notice of Suspension will include reference to the Notice of Counseling, Written Reprimand (if applicable), the City or department policy that has been violated, the implications of the violation, the expected behavior, the corrections necessary, a deadline for corrections and requirement for sustained improvement, the next disciplinary steps if the violations are not corrected, the number of days or hours of the suspension, if suspension is paid or not paid, the date and time the employee may return to work, and any other terms the employee must meet before returning to work.

A formal meeting to discuss the suspension with the employee is necessary. At the meeting the employee will be asked to sign an acknowledgement that the suspension paperwork was received. If the employee refuses to sign, the supervisor will note the refusal on the suspension paperwork. The supervisor and department head will sign the suspension paperwork and date it at the conclusion of the disciplinary meeting with the employee. The supervisor is responsible for providing a copy of the signed suspension paperwork to the employee, and then sending the original suspension paperwork to HR for placement in the employee's personnel file.

An employee charged with a felony may be suspended without pay and benefits pending final disposition of the matter or may be terminated from employment if such suspension is likely to last longer than two weeks. Benefits shall be available to an employee on unpaid suspension in the same manner as any other unpaid leave: no accrual of sick leave, vacation leave, or personal leave, employee responsible for both City's portion and employee's portion of health insurance and life insurance.

F. EMPLOYEES COMMITTING CRIMINAL OFFENSES

Any employee arrested and charged with a criminal offense other than a felony, shall be dealt with on a case-by-case basis, depending upon how the alleged crime impacts the ability of the employee to carry out job duties (loss of driver's license, allegation of theft, allegation of physical harm to another, allegation of harm to an animal, etc.). Such employee may be suspended pending final disposition of the case. Benefits shall be available to an employee on unpaid suspension in the same manner as any other unpaid leave: no accrual of sick leave, vacation leave, or personal leave, employee responsible for both City's portion and employee's portion of health insurance and life insurance.

G. TERMINATION OF EMPLOYMENT

THE CITY OF BEL AIRE IS AN AT-WILL EMPLOYER AND EMPLOYMENT MAY BE TERMINATED AT THE DISCRETION OF MANAGEMENT OR THE EMPLOYEE WITHOUT PRIOR NOTICE.

SECTION V - BENEFITS

A. FRINGE BENEFITS

1. Medical and Dental Insurance Coverage: All full-time employees are eligible for enrollment in the City's Health and Dental Insurance Plan beginning on the first of the month following a 30-day waiting period. The amount of any such employee contribution may change from time to time as established by the City Manager.
2. Workers Compensation: The City carries workers compensation on all employees as required by law and at no cost to employees. All injuries must be reported immediately to the employee's immediate supervisor.
3. Deferred Compensation Program: A payroll deduction program is an option of the employee to contribute to a personal 457 retirement fund, taken from the gross pay before taxes.
4. Vision Insurance: All full-time employees are eligible for optional vision insurance coverage which is available through payroll deduction. The cost of the optional vision insurance is paid by the employee.
5. Each employee is eligible for a free membership to the Bel Aire Recreation Center.
6. Life Insurance: In addition to the death benefit under KPERS, the City makes available to each full-time employee the option of purchasing life insurance. The cost of the additional life insurance is paid by the employee.
7. Flexible Spending Account: All full-time employees may participate in a flexible spending account that allows a pre-tax set-aside amount for certain future eligible expenses.

B. RETIREMENT BENEFITS

All regular City employees become a participating member of the Kansas Public Employees Retirement System (KPERS) upon beginning employment. The amount paid by the City employee is determined each year by KPERS. Membership is mandatory for all employees in covered positions.

Employees who meet the KPERS retirement requirements, have at least 10 years of service with the City, are under the age of 65, and are enrolled in the health or dental insurance plan on their KPERS retirement or disability date are eligible to continue single or family health and dental plans. Eligibility will cease if any of the following occur: the retiree fails to make premium contributions, has other health insurance, attains age 65, or dies. If already on the plan, the retiree's spouse is eligible to continue on the retiree plan until one of the following occurs: the retiree becomes ineligible; the spouse has insurance available through another group health insurance plan, or the spouse reaches age 65. If already on the plan, dependent children are eligible to continue coverage until the earlier of the retiree becoming ineligible or losing dependent status.

Retirees are responsible for 100% of the premium cost for both health and dental insurance, plus a 2% administrative fee.

SECTION VI - CITY OWNED AND PRIVATE VEHICLES AND EQUIPMENT

A. USE OF CITY OWNED VEHICLES AND EQUIPMENT

City owned vehicles or City equipment are to be used for City business and use only. No one, except employees or elected or appointed officials, is permitted to drive City owned vehicles.

Unauthorized use of a City vehicle can result in suspension or dismissal of any employee with authority or control over such vehicle.

In the event of any accident or damage to equipment, employees are required to take the following action:

1. If a City owned vehicle is involved in any accident, whatsoever, the appropriate police department shall be notified so an investigation can be made before the vehicle is moved;
2. All injuries, equipment damage, or damage to any real or personal property must be reported to an employee's immediate supervisor and Department Head as soon as possible;
3. A written report must be filled out and submitted to the employee's Department Head and immediate supervisor within 24 hours of the injury, accident, or damage, if circumstances permit. Medical disability may justify waiver of this time deadline by the employee's supervisor or Department Head.

Before an employee is permitted to operate a City vehicle, he/she must have a valid Kansas driver's license appropriate for operation of such vehicle. Equipment is to be used for City use only; however, work may be exchanged with another governmental unit. This must meet current IRS guidelines.

If an employee is required to drive as part of their job and has their driver's license suspended, they must notify their supervisor or department head immediately. Failure to maintain a valid driver's license in positions where employees are required to drive may result in termination.

Employees are responsible for any moving violations obtained in a City vehicle.

Smoking is prohibited in or on any City vehicle or City equipment.

Drivers and passengers of City-owned vehicles, or personal vehicles being used for official City business purposes, are required to have seat belts on and fastened whenever the vehicle is in motion.

Cellular telephones should not be used while operating City vehicles.

B. USE OF PRIVATE VEHICLES AND SUBSISTENCE

When authorized, officers and employees of the City shall be reimbursed for mileage at a rate equal to that allowed by the IRS and other expenses incurred while on official City business.

In case of an accident occurring to a personal vehicle while an employee is on City business, the vehicle owner's insurance policy will be required to cover any repairs, but the City will cover the owner's deductible unless the employee is determined by police reports to be at fault. If the employee is determined to be at fault, the City assumes no responsibility for any expenses except as required by law.

SECTION VII - SUBSTANCE ABUSE POLICY

All City of Bel Aire employees are expected and required to report to work on time and in appropriate mental and physical condition, free from the effects of drugs and alcohol.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, other than a controlled substance dispensed as a prescription by a physician for such City employee, on City premises or while conducting City business off City premises is absolutely prohibited. Violations of this policy will result in disciplinary action including the possibility of termination, and may result in criminal prosecution.

The City encourages and supports employees utilizing the City's employee assistance program (EAP) for any substance abuse or mental health need. Employees shall work with their supervisor for accommodations. Employees needing help in dealing with substance abuse problems are encouraged to seek assistance and use health insurance plans as may be appropriate.

The City of Bel Aire employees must, as a condition of employment, abide by the terms of the policies and procedures concerning drug and alcohol abuse and promptly report to HR director any conviction under a criminal drug statute for violations occurring on or off City premises. Such report of a conviction must be made within five (5) days after the conviction. (This requirement is mandated by The Drug Free Workplace Act of 1988.)

A. PURPOSE

The City has a reasonable right to expect its employees to report for work fit for duty, free from the effects of drug and/or alcohol use.

The City recognizes that an employee's physical condition affects job performance and that drug abuse ranks as one of the major health problems in our society. It is the intent of this policy to express the City's viewpoint on drug use exhibited by behavioral/medical disorders, to encourage an enlightened viewpoint toward these disorders and to provide guidelines for consistent handling of situations arising from such disorders.

B. SCOPE

This policy applies to all employees of the City of Bel Aire and applicants for employment with the City.

C. DEFINITIONS

Alcohol: Alcohol is a drug. It is a central nervous system depressant. Alcohol is the major intoxicating ingredient in wine, beer, and distilled liquor. It is the product of distillation of any fermented liquid, whether rectified or diluted whatever the original, and includes synthetic ethyl alcohol.

Drug: Any chemical substance, which produces physical, mental, emotional or behavioral changes in the user.

Controlled Substance: Any of those substances listed under the Uniform Controlled Substances Act of the State of Kansas.

Illegal Drugs: Drugs for which the possession, use, sale or distribution is unlawful pursuant to the laws of the State of Kansas or any federal law or regulation. Illegal drugs, for the purpose of this policy, also

include drugs not legally obtainable and drugs which are legally obtainable but have been obtained illegally.

Intoxicating Substances: Any substance which produces changes in one's physical, mental or emotional state or behavior; including, but not limited to, glue, paint thinner, etc.

Drug and Alcohol Testing: May include, but is not limited to, urinalysis, breath analysis or blood sample testing.

Possession: Having controlled substances which are not obtained either directly from a doctor or pharmacist using a valid prescription, or having controlled substances, the possession or use of which is unlawful pursuant to the laws of the State of Kansas or any federal law or regulation.

Reportable Incident: Any personal injury or property damage involving a City employee that occurs on or off City property during assigned work hours, and/or anytime an employee is using a City vehicle, wearing a City uniform or otherwise conducting City business.

Under the Influence of Alcohol: As a result of the consumption of alcohol, an employee's (or applicant's) ability to perform his/her job is impaired to any appreciable degree. For the purposes of this definition, a blood alcohol level of 0.08% alcohol in the blood by weight (0.02% if under age 21) shall be considered to be sufficient to establish an employee is under the influence. However, an employee with a blood alcohol level of less than 0.08% (0.02% if under age 21) in the blood by weight may also be considered to be under the influence of alcohol if job performance is impaired to any appreciable degree.

Under the Influence of Drugs or Other Intoxicating Substances: As a result of consumption, inhalation, injection or combination of alcohol, drug or any other intoxicating substance or combination of substances, an employee's job performance is impaired to any appreciable degree.

D. EXEMPTION FOR PRESCRIBED MEDICAL TREATMENT

The use of legally controlled substances as part of a prescribed medical treatment by a licensed physician will not subject an employee to disciplinary action or denial of employment if that treatment will not/does not adversely affect job performance. Prescribed use must be substantiated by a physician's report or statement. If the use of prescribed drugs adversely affects an employee's job performance and/or is detrimental to the public trust or safety of other employees or citizens, the City may place the employee on leave of absence. Leaves of absence will be used in accordance with current policies as stated in the Personnel Manual.

E. SCREENING PROCESS

In keeping with the City's goal to establish and maintain a work environment free from the effects of drugs and intoxicating substances, the following procedures are established.

1. For designated positions, applicants who have received an offer of employment must successfully complete a drug and/or alcohol detection test in addition to successful completion of any other physical examination requirements. A positive finding of alcohol or illegal drugs will result in denial of employment with the City.
2. Applicants who do not submit to screening at the appointed time will be denied employment.
3. Department Heads, with input from the immediate supervisor, shall initiate drug or alcohol screening of employees involved in reportable incidents that result in injury to persons or property, if there is reasonable suspicion of substance abuse. (No registered nurse required.)

4. Drug or alcohol testing of employees may be initiated by Department Heads when there is reasonable suspicion that substance abuse is occurring. Concurrence of a registered nurse should be obtained if possible. Incidents occurring on 2nd or 3rd shift should be reported to the Department Head.
5. Drug or alcohol screening of applicants or employees will include a urinalysis and may also include a breath analysis and/or blood sample testing. If the result of such test(s) is positive, the applicant/employee may, at their expense, have a second test of the original sample completed by a lab of their choice. If a negative result is obtained by that second test, further testing may be required as deemed appropriate by the Department Head.
6. All City of Bel Aire employees are subject to random drug testing in compliance with City policy.

F. APPEAL PROCESS

Upon report of a positive test from a medical review officer, the employee or applicant will be notified of the test results to begin appeal process. As part of that notification, he/she will be provided an opportunity to explain any positive results. An employee or applicant whose test results were positive may, at the employee's or applicant's own expense, have a retest conducted of the original sample at a laboratory of the employee's choice that has been approved by the City. An employee or applicant shall request such retest within thirty days of being notified of the original test results. The laboratory used for the retest shall have chain of custody procedures to ensure proper identification, labeling and handling of test samples and proper exchange with the return of the samples of the original medical group or laboratory. The HR Director or City Manager will investigate the basis for appeal and make final determination through appeal process.

This policy is intended to be a unilateral expression of the general policies, procedures and guidelines concerning substance abuse and the City's personnel program. It is not intended to create any contractual rights of employment, either express or implied, between the City and its employees. The City of Bel Aire reserves the right to change the provisions of the personnel program and this policy at any time.

SECTION IX - NON HARASSMENT POLICY

The City supports the right of all its employees to work in an environment free from all forms of harassment, including harassment on the basis of race, color, religion, gender, national origin, veteran status, age, disability or any other protected category. Harassment of any kind will not be tolerated; employees have the obligation to report all incidents of harassment, and those reports will be promptly and thoroughly investigated. Any employee who has engaged in harassing conduct will be subject to immediate discipline, up to and including immediate discharge.

Harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward others because of their, or their relatives', friends', or associates', race, color, religion, gender, national origin, veteran status, age, disability or other protected characteristics, and which creates an intimidating, hostile or offensive working environment; unreasonably interferes with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

Generally speaking, harassing conduct includes, but is not limited to, the following acts or conduct when those acts or conduct relate to race, color, religion, gender, sexual orientation, national origin, veteran status, age, or disability:

- Epithets;
- Slurs;
- Negative stereotyping;
- Threats; and,
- Written or graphic material that denigrates, or shows hostility or aversion toward, an individual or group because of their race, color, religion, gender, sexual orientation, national origin, age, disability or other protected characteristics, when such material is distributed or circulated in the workplace, placed on walls, bulletin boards, or elsewhere on City premises.

Reporting Incidents of Harassment: Again, the City prohibits harassment of any kind. Immediately report any incidents of harassment to one of the individuals listed below.

1. Employee's immediate supervisor;
2. Employee's Department Head;
3. Other supervisory personnel regardless of the department.

In departments that operate 24 hours per day / 7 days a week or outside of normal business hours, employees can report any incidents of harassment to one of the above individuals 24 hours per day / 7 days per week.

Reports of harassment involving any of the above listed persons shall not be reported to that person; instead, make the report to one of the other persons identified. The City does not retaliate against, and does not tolerate retaliation against, those who report harassment in good faith, or those who cooperate with harassment investigations. Complaints must include detailed information concerning the harassing conduct; the names of all persons involved; the names of any witnesses; and any other information deemed helpful to an investigation.

All reports will be treated, to the extent possible, confidentially and will be promptly investigated. Employees are required to cooperate in these investigations and shall be subject to discipline, including discharge from employment, for failing to cooperate. If the result of the investigation indicates that corrective action is called for, such action will be taken in accordance with the seriousness of the event and may include disciplinary measures up to and including immediate discharge of the offender. When

an investigation is complete, involved employees will be informed of the results. Failing to report harassment will subject employees to discipline, up to and including discharge from employment.

Sexual Harassment. Sexual harassment is expressly prohibited. The City defines sexual harassment as:

Unwelcome sexual advances, requests for sexual favors, and other verbal, visual, physical or written conduct of a sexual nature. Sexual harassment also includes, but is not limited to, the following acts, whether committed by City officials, employees, or other persons on City premises but not employed by the City, including citizens and visitors:

- Unwelcome flirtations;
- Unwelcome sexual advances or propositions;
- Verbal abuse of a sexual nature;
- Subtle pressure or requests for sexual activities;
- Unnecessary touching of an individual;
- Graphic or vulgar commentaries about a person's physical appearance, body, or clothing;
- Sexually degrading words used to describe a person;
- Physical assault or battery;
- Verbal harassment or abuse;
- Accusations of sexual preference;
- Demands for sexual favors, including demands accompanied by express or implied promises or threats concerning an individual's employment status;
- Conditioning any term or benefit of employment upon sexual favors;
- Sexual slurs or innuendoes;
- Suggestive or insulting sounds;
- Touching, leering, whistling, and obscene gestures;
- Displaying derogatory or offensive posters, cartoons or drawings; and,
- Any other conduct that unreasonably interferes with an employee's performance of his or her job that creates an intimidating, hostile or offensive working environment, or otherwise adversely affects an individual's employment opportunities.

Generally speaking, there are two types of sexual harassment: (1) quid-pro-quo harassment, which involves an express or implied suggestion that a term/condition of employment is, or may be, contingent upon sexual activities or favors, and (2) hostile environment, which involves sexually-harassing conduct that is so severe or pervasive that it creates a hostile working environment. Sexual harassment occurs when the conduct described above may:

- Be construed as being a term or condition of an individual's employment, i.e., when supervisor or other employee threatens or insinuates, either explicitly or implicitly, that another employee's or applicant's refusal to submit to sexual advances or demands will adversely affect that person's employment in any way, or when the employee's or applicant's agreement to submit to sexual advances or demands will positively affect that person's employment in any way;
- Be used as a basis for making employment decisions affecting an employee or applicant, depending upon the employee's or applicant's submission to, or rejection of, improper conduct; and
- In purpose or effect, substantially interfere with an employee's work performance or create an intimidating, hostile, or offensive working environment.

Employees are reminded to report all instances of harassment by non-employees. These reports are to be made in the same way as all other reports of harassment.

Again, the City prohibits, and will not tolerate, harassment. Any City official or employee who engages in harassment shall be subject to immediate discipline, up to and including immediate discharge from employment. All incidents of harassment shall be reported immediately to one of the following individuals: 1.) employee's immediate supervisor; 2.) employee's department head; or 3.) Other supervisory personnel regardless of the department. Such reports are required to be treated confidentially by City staff. Reports of harassment involving any of these persons shall not be reported to that person; instead, make the report to one of the other persons identified. The City does not retaliate against, and does not tolerate retaliation against, those who report harassment in good faith, or those who cooperate with harassment investigations.

SECTION X - GRIEVANCE PROCEDURE

A. PURPOSE

A grievance is a dispute relating to the working conditions of employees, or a dispute arising out of a disciplinary action. The purpose of this procedure is to secure, at the lowest administrative level possible, resolution of any grievance which may arise.

B. CHAIN OF COMMAND

Any employee may make a request, register a complaint or submit a recommendation about any policy, rule, regulation or treatment that he/she believes to be unfair or contrary to his/her best interest, the department's best interest, or the City's best interest, providing he/she does so through the City's established chain of command found in Section I, (S). Because personnel matters are administrative concerns and often subject to rules of confidentiality, employees are not permitted to take grievances to the Governing Body, or to individual elected officials, either directly or indirectly, by any means.

C. APPEALS

Appeals of discharge (termination), involuntary demotions, or suspensions of three or more days shall be initiated directly at Step 3 of the Grievance Procedure by submitting the written grievance directly to the City Manager's designee in charge of Human Resources.

D. GENERAL PROVISIONS

1. No employee shall utilize this procedure to file grievances relating to:
 - a. federal or state statutes (except in the instance of civil rights violations);
 - b. policies and ordinances enacted by the City's Governing Body, other than those directly and clearly related to such employee's employment; or
 - c. matters where the employee has no direct employment interest.
2. Any hearing pursuant to this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Time limits specified in this procedure may be changed by mutual agreement of the parties involved in the grievance. In the event of an approved absence of the grievant or the appropriate Supervisor or Manager, time limits shall be temporarily suspended.
3. Eligibility. Employees who have successfully completed any and all training periods are eligible to file a grievance under the Grievance Procedure.
4. Eligible employees may file grievances for the following reasons:
 - Disciplinary Action
 - Demotion
 - Disciplinary Probation
 - Suspension of More Than Three Days
 - Discharge (Termination)
5. Complaints alleging harassment due to an employee's race, color, religion, gender, national origin, veteran status, age, disability or other protected characteristic shall be filed in accordance with the City's Non Harassment Policy.
6. Details of grievances and grievance proceedings shall be kept confidential.
7. An employee shall not be interfered with, restrained, discriminated against or subject to any retaliation as the result of the presentation of a grievance.

8. At no time shall an employee take a grievance directly to a member of the City Council, Mayor, or the Governing Body.
9. Procedures associated with the Grievance Process will be promulgated by the City Manager and be made available through the City Manager's Designee in charge of human resources.
10. Grievances including the City Manager shall be handled by the City Attorney who is appointed and reports to the Governing Body.

E. GRIEVANCE PROCEDURE

Step 1

1. Within five (5) working days of the time that the grievant knew or reasonably should have known of the grievance, the grievant will present the grievance in writing to the Supervisor who imposed the disciplinary action. The Supervisor shall respond to the complaint in writing within five (5) working days after presentation of the grievance.

Step 2

1. If the grievance is not resolved at Step 1, the employee may file the grievance in writing with the Department Director within five (5) working days after receiving a response from the Supervisor.
2. The grievance shall: a) name the employee or group of employees involved, b) state the facts giving rise to the grievance c) identify the administrative regulations or policies at issue, d) state the contention of the grievant with respect to the grievance, e) state the decision of the employee's supervisor, and f) indicate the specific relief requested.
3. The Department Director shall present a written response to the employee within five (5) working days of receipt of the grievance.

Step 3

1. If the grievance is not resolved at Step Two, the employee may file an appeal of the decision with the City Manager or his/her designee within five (5) working days of receipt of the decision from the Department Director. The Appeal shall be in writing and submitted to the City Clerk along with all evidentiary documents that support the grievant's concerns. Except as specified in paragraph #5 below, a Grievance Board hearing will be scheduled as soon as practical to hear the grievance.
2. The Grievance Board shall consist of three (3) members, which shall include a full time employee selected by the grievant, and a non-exempt employee and an employee of the exempt class selected by the City Manager. No witness to, or party to the grievance, or immediate family member to either party may be a Grievance Board member. Grievance Board members shall not be members of the grievant's department.
3. After the hearing, the Grievance Board will prepare a finding of fact and a recommendation which will be forwarded to the City Manager for consideration within five (5) working days of the close of the hearing.
4. The City Manager shall make a decision within five (5) working days of the receipt of the recommendation whether or not to accept the recommendation of the grievance board, and provide a written response to the employee. This decision is final.



SECTION XI - HANDBOOK RECEIPT AND ACKNOWLEDGMENT FORM

DO NOT SIGN YOUR NAME ON THIS RECEIPT UNTIL YOU HAVE COMPLETELY READ AND UNDERSTAND THE CONTENTS OF THE ADMINISTRATIVE POLICY AND HAVE SATISFIED YOURSELF WITH ANSWERS TO ANY QUESTIONS YOU MAY HAVE CONCERNING IT.

I hereby state that I understand that no one associated with the City of Bel Aire, Kansas other than the City Council has any authority to enter into any agreement for employment for any specified period of time, or make any agreement contrary to the foregoing. Unless such agreement with the City Council has been made in writing and signed by both that body and the individual to be employed by contract, it is understood that no such agreement has been made and employment is "at will." As an "at will" employee I do hereby agree that my employment and compensation can be terminated with or without cause, and with or without notice, at any time, at the option of the City of Bel Aire, Kansas or myself. I understand that neither the Administrative Policy nor any other written or oral statements by the City of Bel Aire, Kansas or its representatives are contracts of employment. I acknowledge that the City reserves the right to make any changes to these guidelines, their application and/or my benefits as deemed appropriate.

I acknowledge that I have read, reviewed, and understand the contents of the Administrative Policy of the City of Bel Aire, Kansas. I acknowledge that before signing this Acknowledgement I was provided with an opportunity to address any questions or concerns arising out of my review of this document with my Supervisor, Department Head, City Manager's designee in charge of Human Resources or the City Manager. I understand that signing this acknowledgment is not an indication of agreement with the personnel policies of this City, but is merely an acknowledgement of having read, reviewed, and understood the contents of the Administrative Policy.

Employee Signature

Date

Original Signed Receipts are kept in the Employee's Personnel File

Gilmore & Bell, P.C.
02/16/2024

**SIXTH SUPPLEMENTAL
WATER SUPPLY AND WASTEWATER SERVICE AGREEMENT**

BETWEEN

THE CHISHOLM CREEK UTILITY AUTHORITY

AND THE

CITY OF BEL AIRE, KANSAS

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SIXTH SUPPLEMENTAL WATER SUPPLY AND WASTEWATER SERVICE AGREEMENT

This Sixth Supplemental Water Supply and Wastewater Service Agreement (the “Sixth Supplemental Agreement”) made and entered into as of _____, 2024, by and between **THE CHISHOLM CREEK UTILITY AUTHORITY** (the “Seller”) and the **CITY OF BEL AIRE, KANSAS** (the “Purchaser”).

WITNESSETH:

WHEREAS, the Seller and Purchaser have heretofore entered into a Water Supply and Wastewater Service Agreement, dated as of March 1, 2002 (the “Original Agreement”), as amended and supplemented by a First Supplemental Water Supply and Wastewater Service Agreement, dated as of October 1, 2004 (the “First Supplemental Agreement”), as further amended and supplemented by a Second Supplemental Water Supply and Wastewater Service Agreement, dated as of April 1, 2007, as further amended and supplemented by a Third Supplemental Water Supply and Wastewater Service Agreement, dated as of November 1, 2012 (the “Third Supplemental Agreement”), as further amended and supplemented by a Fourth Supplemental Water Supply and Wastewater Service Agreement, dated as of December 30, 2015 (the “Fourth Supplemental Agreement”), and as further amended and supplemented by a Fifth Supplemental Water Supply and Wastewater Service Agreement, dated June 6, 2017 (the “Fifth Supplemental Agreement”), pursuant to which the Purchaser purchases potable water and wastewater collection and treatment services from the Seller; and

WHEREAS, pursuant to the Bond Indenture and Agreement, as defined herein, the Seller has financed certain water supply and distribution system improvements and wastewater collection and treatment improvements (the “Initial Project” and “Project Additions”) through the issuance of certain revenue bonds; and

WHEREAS, pursuant to **Section 10.2(f)** of the Original Agreement, the Agreement may be amended, modified or otherwise altered in any manner by writing signed by both the Seller and the Purchaser; and

WHEREAS, pursuant to **Section 10.7** and **Section 10.8** of the Bond Indenture, the Agreement may be amended, changed, or modified without consent of Bondholders, but with written notice to the Bond Insurer, and with the consent of the Seller and the Trustee, if such amendment cures an ambiguity, inconsistency, defect or omission, is not to the material prejudice of the Trustee or Bondholders, and does not change the amount or time as of which payments under the Agreement are required to be paid; and

WHEREAS, Seller and the Purchaser find that it is necessary and advisable to amend **Section 3.2** of the Agreement to cure a defect in, and modify, the “true-up” provisions contained in that Section, and find that such amendment is not to the material prejudice of the Trustee or Bondholders, as such amendment shall be operative only after the obligations of the Purchaser and Seller, including especially those relating to Base Charges, have been satisfied for a Contract Year, and shall not affect the tax-exempt status of any outstanding System Bonds; and

WHEREAS, the Seller and the Purchaser have authorized the execution of this Sixth Supplemental Water Supply and Wastewater Service Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants herein contained, the Seller and the Purchaser hereby agree as follows:

Section 1.1. Definitions. As used herein, the terms hereinafter set forth shall have the meanings herein given. In addition to the words and terms defined in this Sixth Supplemental Agreement, the capitalized words and terms in this Sixth Supplemental Agreement shall have the meanings assigned in the Agreement and Bond Indenture, unless some other meaning is plainly intended.

"Agreement" shall mean, jointly, the Original Agreement, the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, Fourth Supplemental Agreement, Fifth Supplemental Agreement and this Sixth Supplemental Agreement, by and between Seller and the Purchaser, as the same may be amended from time to time.

“BOD” or “Biochemical Oxygen Demand” means the amount of oxygen consumed by bacteria and other microorganisms while they decompose organic matter under aerobic (oxygen is present) conditions at a specified temperature.

"Bond Indenture" shall mean the Trust Indenture, dated March 1, 2002, as amended and supplemented by a First Supplemental Trust Indenture, dated October 1, 2004, a Second Supplemental Trust Indenture, dated April 1, 2007, a Third Supplemental Trust Indenture, dated November 27, 2012, a Fourth Supplemental Indenture, dated December 30, 2015, and a Fifth Supplemental Indenture, dated June 6, 2017, between Seller and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, or successors and assigns, as Trustee, authorizing the issuance of revenue bonds of the Seller, including the Initial Bonds, the Series 2004 Bonds, the Series 2007 Bonds, the Series 2012 Bonds, the Series 2015 Bonds and the Series 2017 Bonds, as amended or supplemented as in the Bond Indenture provided.

“Consulting Engineer” shall mean one or more engineers or engineering firms designated as such by the Seller, having a favorable reputation for expertise in the operation of water and wastewater public utilities and a comprehensive understanding of cost-of-service principles and methodologies (as prescribed in the “Manuals of Practice for prescribed cost-of-service principles and methodologies” definition) to conduct cost-of-service analysis and establish cost-based rates.

“Domestic Strength Wastewater” and “Extra Strength Wastewater” shall mean wastewater that meets any of the following characteristics based on the influent design capacity of the Seller’s wastewater treatment facility:

Component	Domestic Strength Wastewater	Extra Strength Wastewater
Total Suspended Solids (TSS)	≤ 239 mg/L	> 239 mg/L
Biochemical Oxygen Demand (BOD)	≤ 239 mg/L	> 239 mg/L
Ammonia	≤ 36 mg/L	> 36 mg/L
Phosphorus	≤ 8 mg/L	> 8 mg/L

“Manuals of Practice for prescribed cost-of-service principles and methodologies” shall mean, as applicable, the:

- (1) *American Water Works Association’s MI Manual of Practice: Principles of Water Rates, Fees, and Charges, Seventh Edition*, or such later edition or different manual that is then recognized by the Consulting Engineer as the industry standard manual of practice for prescribed cost of service principles and methodologies; and
- (2) *Water Environment Federation’s Manual of Practice No. 27: Financing and Charges for Wastewater Systems, Fourth Edition*, or such later edition or different manual that is then

recognized by the Consulting Engineer as the industry standard manual of practice for prescribed cost of service principles and methodologies.

"Monthly Wastewater Service Costs" shall mean all of the Seller's costs that are calculated in total dollars and in the form of a rate per 1,000 gallons of wastewater treated to the extent not included in the Costs of Acquisition and Construction resulting from the ownership, operation, maintenance and repair of, and renewals, replacements, additions, improvements, betterments and modifications to, the wastewater collection and treatment portion of the System, including, but not limited to, the following items of costs that are paid or incurred by the Seller during each Month of each Contract Year in connection with the Wastewater collection and treatment portion of System:

- (1) the Wastewater Base Charge for the month (i.e., the amount of Debt Service required to be deposited during such Month into any fund or account established by the Bond Indenture allocable to the wastewater collection and treatment portion of the System);
- (2) one-twelfth (1/12) of the costs of operation, maintenance, administration and general expenses of the wastewater collection and treatment portion of System for such Contract Year (including additional costs for collection, measuring and treating Extra Strength Wastewater, as prescribed in **Section 1.7** of this Sixth Supplemental Agreement), which are not included in the costs and expenses specified in other clauses of the definition of "Monthly Wastewater Service Costs;"
- (3) the amount required to be paid or deposited during such Month into any fund or account established by the Bond Indenture, other than funds and accounts referred to in clause (1) above, other than amounts required to be paid or deposited by reason of the transfer of amounts from such funds or accounts to the funds or accounts referred to in clause (1) above, including the trustee's fees and expenses and amounts required to replenish the Reserve and Replacement Fund established by the Bond Indenture, allocable to the wastewater collection and treatment portion of the System;
- (4) any amount which the Seller may require to pay for the prevention or correction of any unusual loss or damage or for major renewals, replacements, repairs, additions, improvements, betterments and modifications necessary, in the opinion of the Consulting Engineer, to keep the wastewater collection and treatment portion of System in good operating condition or to prevent a loss of revenues therefrom, to the extent that (A) the Seller is not reimbursed by the proceeds of insurance covering the same; (B) funds for such payment are not available to the Seller from any funds or accounts established under the Bond Indenture or Resolution for such purpose, or are available, but subject to replenishment under the Indenture; and (C) funds for such payment are not provided by the issuance of additional bonds pursuant to **Section 7.1** of this Agreement; and
- (5) any other amounts necessary for the Seller to comply with the covenants and conditions contained in the Bond Indenture, allocable to the Wastewater collection and treatment portion of the System.

Seller shall apply, as a credit against Monthly Wastewater Service Costs, all receipts, revenues and other moneys received by it from the sale of surplus equipment, materials and supplies relating to the Wastewater collection and treatment portion of the System and from the sale of Wastewater Services pursuant to **Section 8.1** of this Agreement. The Purchaser shall receive as a credit against the amount due under subparagraph (1) above all surplus revenues, funds and monies from prior Contract Years as described in **Section 3.2** of this Agreement.

If such Contract Year embraces eleven (11) or fewer whole Months, the fraction expressed in clause (2) above shall be adjusted by substituting a denominator equal to such number of whole Months.

“Pretreatment” shall mean the reduction of the amount of pollutants, the removal of pollutants or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the municipal sewer system. The reduction or alteration can be obtained by physical, chemical or biological processes or process changes by other means, except by dilution as prohibited by federal regulation.

“System Bonds” shall mean the Series 2007 Bonds, the Series 2012 Bonds, the Series 2015 Bonds, the Series 2017 Bonds and additional bonds permitted by **Section 7.1** of the Original Agreement and refunding bonds permitted by **Section 7.2** of the Original Agreement.

“TSS” or “Total Suspended Solids” means any waterborne particles that exceed two microns in size.

Section 1.2. Effective Date, Term. Upon execution of this Sixth Supplemental Agreement by the Seller and the Purchaser and the execution of similar contracts by the Seller and the other Contracting Members, this Sixth Supplemental Agreement shall be in full force and effect. Except if earlier terminated in accordance with **Section 1.16** of this Sixth Supplemental Agreement, the term of the Agreement shall extend to the last day of the Contract Year in which all System Bonds and the interest thereon have been paid in full or provision for the payment thereof has been made in accordance with any indenture or bond resolution relating thereto.

Section 1.3. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 1.4. Exhibit C. **Exhibit C** to the Agreement is unchanged, and hereby ratified and confirmed. Such **Exhibit C** reflects Wastewater Base Charges and Water Base Charges applicable after issuance of the Series 2017 Bonds.

Section 1.5. Amendment of Section 2.3 of Agreement. **Section 2.3** of the Original Agreement is hereby amended to read as follows:

Section 2.3 Delivery of Wastewater Services; Notification; and Pretreatment Program. Wastewater delivered from the Purchaser shall be delivered and title thereto shall pass at the Point(s) of Delivery and at authorized service meter connections established in accordance with the Seller’s Rules and Regulations. The Seller agrees to notify the Purchaser in writing at least 30 days in advance of the estimated date of initial capability to accept wastewater from Purchaser. The Points of Delivery to be provided by Seller are identified on **Exhibit B**.

The Purchaser shall establish and implement a program for Pretreatment for wastewater it delivers to the Points of Delivery by not later than January 1, 2025.

Section 1.6. Amendment of Section 3.2 of Agreement. **Section 3.2** of the Original Agreement is hereby amended to read as follows:

Section 3.2. Budget, Payment; True-Up.

(a) On or before the 180th day prior to the commencement of each Contract Year, the Seller shall prepare and deliver to the Purchaser:

- (i) a budget presenting a detailed estimate of the Monthly Wastewater Service Costs and Monthly Water Supply Costs for such Contract Year and the Wastewater Rate and Water Rate required to meet such costs; and
- (ii) for each Contract Year commencing January 1, 2026, and thereafter, a budget presenting a detailed estimate of the Revised Monthly Wastewater Service Costs and Revised Monthly Water Supply Costs for such Contract Year, using the cost of service methodologies described in **Section 3.2(d)(i)(A)** below, and the Wastewater Rate and Water Rate required to meet such costs.
- (iii) The intent of the foregoing **Section 3.2(a)(i) and (ii)** provisions is to allow the Purchaser, in its own budget process, to use both the estimated Monthly Wastewater Service Costs and Monthly Water Supply Costs for such Contract Year and the Wastewater Rate and Water Rate required to meet such costs, and the estimated Revised Monthly Wastewater Service Costs and Revised Monthly Water Supply Costs for such Contract year and the Wastewater Rate and Water Rate required to meet such estimate of Revised Monthly Wastewater Service Costs and Revised Monthly Water Supply Costs. In preparing the estimated Revised Monthly Wastewater Service Costs and Revised Monthly Water Supply Costs for a Contract Year, as required in **Section 3.2(a)(ii)**, the Seller shall engage a Consulting Engineer to assist the Utility Manager, and the estimated Revised Monthly Wastewater Service Costs and Revised Monthly Water Supply Costs shall be based, among other things, upon \$/Kgal for volume and \$/pound BOD and TSS for Extra Strength Wastewater and estimates of flow and strength based on historical data, as required by the Manuals of Practice for prescribed cost-of-service principles and methodologies.

(b) At the end of each Month of each Contract Year the Seller shall review its budget of Monthly Wastewater Service Costs and Monthly Water Supply Costs for such Contract Year, including credits thereto. If the budget does not substantially correspond with actual receipts or expenditures or if there have been or are expected to be at any time during any Contract Year extraordinary receipts, credits or payments of costs substantially affecting the Monthly Wastewater Service Costs and Monthly Water Supply Costs, the Seller shall prepare and mail to the Purchaser a revised budget of Monthly Wastewater Service Costs and Monthly Water Supply Costs incorporating adjustments to reflect such receipts, credits or payments and any payments required to replenish working capital, which revised budget shall supersede the previous budget of Monthly Wastewater Service Costs and Monthly Water Supply Costs. The Seller shall engage a Consulting Engineer to assist it in the preparing any revised budget, as referenced in the preceding sentence.

(c) On or before the tenth (10th) day of each Month beginning with the month following the initial Month of the first Contract Year the Seller shall render to the Purchaser monthly statements representing:

- (i) the Wastewater Rate multiplied by the greater of (A) the actual number of 1,000-gallon units of wastewater collected from the Purchaser by the Seller during the

preceding Month at all Points of Collection or (B) the Contracted Wastewater Amount allocable to the preceding Month; and

- (ii) the Water Rate multiplied by the greater of (A) the actual number of 1,000-gallon units of Water delivered to the Purchaser during the preceding Month at all Points of Delivery or (B) the Contracted Water Purchase Amount allocable to the preceding Month.

The Purchaser shall pay to the Seller the amounts shown on such statement on or before the 20th day of such Month.

- (d) (i) Not later than June 1 of each year, beginning June 1, 2026, the Seller:
 - (A) Shall revise its determination of the Monthly Wastewater Service Costs of the prior Contract Year, utilizing the cost of service methodology consistent with the Manuals of Practice for prescribed cost-of-service principles and methodologies, so that such revised Monthly Wastewater Service Costs will then reflect actual costs, actual flows and actual strength loadings of all Contracting Members for the prior Contract Year, which flows and strengths shall be metered and measured by the Seller (the “Revised Monthly Wastewater Service Costs”), *provided that* in calculating flows, Seller shall include any flow that Purchaser sends to any other entity and shall require that any such flow shall be metered and measured in the same manner as flow received by Seller; and
 - (B) Shall subtract Base Charges actually received from Purchaser under subparagraph (c)(i) above, with the difference being the “Original Variable Wastewater Service Costs;” and
 - (C) Shall subtract Base Charges actually received from Purchaser from the total Revised Monthly Wastewater Service Costs for the prior Contract Year, with the difference being the “Revised Variable Wastewater Service Costs;” and
 - (D) If (1) the Original Variable Wastewater Service Costs exceed the Revised Variable Wastewater Service Costs, the Purchaser shall receive a credit equaling such excess against the amounts due under subparagraph (c)(i) above, pro-rated over the Contract Year next succeeding such June 1 date, or (2) the Revised Variable Wastewater Service Costs exceed the Original Variable Wastewater Service Costs, the Purchaser shall owe a debit equaling such excess in addition to the amounts due under subparagraph (c)(i) above, pro-rated over the Contract Year next succeeding such June 1 date. Amounts, if any, in the Surplus Fund established by the Bond Indenture shall be applied to fund credits prescribed by this subparagraph.
- (ii) As of June 1 of each year, beginning June 1, 2026 the Seller:
 - (A) Shall revise its determination of the Monthly Water Service Costs of the prior Contract Year, utilizing the cost of service methodology consistent with the Manuals of Practice for prescribed cost-of-service principles and methodologies, updated to reflect actual costs, as well as demand, from whatever

source, of all Contracting Members (the “Revised Monthly Water Service Costs”), *provided that* in calculating demand, Seller shall include water received by Purchaser from any other entity and shall require that any such water shall be metered in the same manner as water provided by Seller; and

- (B) Shall subtract Base Charges actually received from Purchaser under subparagraph (c)(ii) above, with the difference being the “Original Variable Water Service Costs;” and
- (C) Shall subtract Base Charges actually received from Purchaser from the total Revised Monthly Water Service Costs for the prior Contract Year, with the difference being the “Revised Variable Water Service Costs;” and
- (D) If (1) the Original Variable Water Service Costs exceed the Revised Variable Water Service Costs, the Purchaser shall receive a credit equaling such excess against the amounts due under subparagraph (c)(ii) above, pro-rated over the Contract Year next succeeding such June 1 date, or (2) the Revised Variable Water Service Costs exceed the Original Variable Water Service Costs, the Purchaser shall owe a debit equaling such excess in addition to the amounts due under subparagraph (c)(ii) above, pro-rated over the Contract Year next succeeding such June 1 date. Amounts, if any, in the Surplus Fund established by the Bond Indenture shall be applied to fund credits prescribed by this subparagraph.

(iii) The Seller shall engage a Consulting Engineer to assist the Utility Manager and perform an annual true-up analysis and audit necessary to produce the cost of service and true-up calculations and adjustments, and in meeting the requirements of, the preceding subparagraphs **(d)(i) and (ii) of Section 3.2**. The Consulting Engineer will present such annual cost of service and true-up calculations and adjustments to a meeting of the Seller’s Board of Commissioners held at least 30 days before the June 1 effective date of such calculations and adjustments, as referenced above.

(e) The payments to be made pursuant to paragraph (c) above shall be due and payable from Revenues of the Purchaser's System as an operating expense of the Purchaser's System at the office of the Seller specified in **Section 10.7** of this Agreement, whether or not the Initial Project has been completed and whether or not the System is operating or operable or its production is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be conditioned upon the performance or nonperformance by the Seller or any other party under this Agreement or any other agreement for any cause whatsoever, including the Seller's inability to furnish Water or Wastewater Services.

(f) Amounts due and not paid by the Purchaser on or before the 30th day of the Month in which they are due shall bear an additional charge equal to the lesser of one and one-half percent (1 1/2%) per month, compounded monthly, or the maximum amount permitted under applicable law, until such amount and such additional charge are paid in full.

(g) In the event of any dispute as to any portion of any monthly statement, the Purchaser shall nevertheless pay the full amount shown on such statement when due and shall, within sixty (60) days from the date of such statement, give written notice of the dispute to the Seller. Such notice shall identify the disputed statement, state the amount in dispute and set forth a full statement of the grounds on which such

dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. The Seller shall give consideration to such dispute and shall advise the Purchaser with regard to the Seller's position relative thereto within thirty (30) days following receipt of such written notice. Upon determination of the correct amount, any difference between such correct amount and such full amount shall be subtracted from the statement next submitted to the Purchaser pursuant to paragraph (c) above after such determination.

Section 1.7 Extra Strength Wastewater Charge. In connection with the the cost of service and true-up calculations and adjustments, and in meeting the requirements of, subparagraphs **(a)(ii), (d)(i) and (ii) of Section 3.2**, charges for Extra Strength Wastewater shall be imposed beginning with the Contract Year commencing January 1, 2026, in accordance with the following schedule, *provided that* the Charge per Pound shall be periodically updated by the Seller, in consultation with the Consulting Engineer, based upon (a) metered data and industry standards, (b) the estimate of the Revised Monthly Wastewater Service Costs and Revised Monthly Water Supply Costs for such Contract Year, as prescribed in Section 3.2(a)(ii); and (c) amounts necessary to cover Seller’s costs of service related to treatment of Extra Strength Wastewater:

Component	<u>Charge per Pound</u>
BOD	\$0.30
TSS	\$0.25

Section 1.8 Pretreatment Testing. The Seller and Purchaser agree that for Contract Years beginning January 1, 2025 and thereafter, the Seller shall test, and shall also cause the Consulting Engineer to test, on the same day wastewater Pretreatment, at each lift station from which wastewater flows directly to the Seller’s wastewater treatment plant, which testing shall be conducted by the Seller and Consulting Engineer twice each month.

Section 1.9. Cost of Service Methodology Applicable in Future. The Seller and Purchaser agree that any Agreement amendments entered into in the future in connection with the issuance by the Seller of additional System Bonds for Project Additions shall include and apply only the cost of service methodology, including capital costs, as described above in subparagraphs **(d)(i)(A) and (d)(ii)(A) of Section 3.2**, for any changes to Monthly Wastewater Service Costs and Monthly Water Service Costs resulting from the issuance of such additional System Bonds and associated debt service on those additional System Bonds. The Seller and Purchaser also agree that within 180 days of the date on which none of the Series 2007 Bonds, Series 2012 Bonds, Series 2015 Bonds and Series 2017 Bonds, or any System Bonds or other obligations issued by the Seller to refinance indebtedness represented by such bonds, remain Outstanding, the Agreement shall be replaced, so that that the cost of service methodology, as described above in subparagraphs **(d)(i)(A) and (d)(ii)(A) of Section 3.2**, shall be thereafter utilized in the determination of Monthly Wastewater Service Costs and Monthly Water Service Costs. The Seller and Purchaser shall engage counsel familiar with the Bond Indenture to assist with replacing the Agreement.

Section 1.10 Consulting Engineer. The Seller shall engage Burns & McDonnell as Consulting Engineer from the effective date of July 25, 2024, until August 1, 2028. Any Consulting Engineer shall serve in such capacity until a successor has been appointed and engaged by the Seller.

Section 1.11 Annual Calibration of Water and Wastewater Meters. All water and wastewater meters owned by the Seller and used for commercial measurement will be calibrated annually to the National Institute of Standards and Technology (NIST), with a certificate provided. To perform such calibration, the Seller will engage a Consulting Engineer with technical knowledge of calibration services and NIST certification. Wastewater meters will have a Custody Transfer Transmitter, meaning only

someone with the correct password can make changes to the meter calibration, and will have a tamperproof seal or such later technology that is then recognized by the Consulting Engineer as the industry standard for calibration services and NIST certification.

Section 1.12 Equipment Inventory List and Map. The Purchaser shall provide an equipment inventory list and map of all lift stations to the Seller’s Board of Commissioners annually on January 1st. The equipment inventory list should include water meters, wastewater meters, autosamplers, and lift stations, as well as applicable information regarding vault, location, specifications, and calibration.

Section 1.13. Interrupted Wastewater Service to Purchaser. Notwithstanding any other provision in the Agreement to the contrary, Seller may request Purchaser to bypass Seller’s wastewater service and thereby interrupt the Seller’s wastewater service to the Purchaser, *provided that* such request must be done in writing, shall include the reason for interrupted wastewater service, and shall constitute authorization of Purchaser to bypass Seller’s wastewater service, *and provided further that* Purchaser will submit any costs related to such interrupted wastewater service to Seller and Seller will pay those costs.

Section 1.14. Severability; Inconsistent Provisions. If any provision in the Agreement is declared illegal or no longer in force by reason of any judgment or order issued by any court or regulatory body of jurisdiction, all remaining provisions of the Agreement not affected by such judgment or order shall continue in full force and effect. In case any one or more of the provisions of this Sixth Supplemental Agreement shall for any reason be inconsistent with the provisions of the Original Agreement, the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, the Fourth Supplemental Agreement, the provisions of the Original Agreement, the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, the Fourth Supplemental Agreement or Fifth Supplemental Amendment shall prevail with respect to the Series 2007 Bonds, Series 2012 Bonds, Series 2015 Bonds and Series 2017 Bonds, respectively, so long as such Series 2007 Bonds, Series 2012 Bonds, Series 2015 Bonds and Series 2017 Bonds are Outstanding.

Section 1.15. Ratification of Agreement. Except as expressly modified in this Sixth Supplemental Agreement, the Original Agreement, First Supplemental Agreement, Second Supplemental Agreement, Third Supplemental Agreement, Fourth Supplemental Agreement and Fifth Supplemental Agreement, and the covenants therein contained are hereby ratified and confirmed by the parties as of the date of this Sixth Supplemental Agreement.

Section 1.16. Termination. This Sixth Supplemental Agreement shall terminate on March 1, 2025, if by that date the Seller’s wastewater treatment plant expansion proposed as of the date of this Sixth Supplemental Agreement has not been designed in compliance with Kansas Department of Health and Environment laws, regulations and directives and a construction contract for such plant pursuant to such design has not been entered into by the Seller.

Section 1.17. Electronic Transactions. The transactions related to the Agreement and described therein may be conducted and documents may be stored by electronic means.

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IN WITNESS WHEREOF, this Sixth Supplemental Agreement is executed by the duly authorized officers or representatives of the parties, pursuant to authority vested in them by the lawful action of their respective council, commission, or board, as of the day and year first above written.

**THE CHISHOLM CREEK UTILITY
AUTHORITY**

By: _____
Chairman, Jim Benage

By: _____
Vice Chairwoman, Brandi Bailly

ATTEST:

Secretary

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

I hereby certify that I am personally acquainted with the Chairman and Vice Chairwoman of the Seller whose signatures appear above; and that I know that the signatures appearing above are the true and genuine signatures of said Chairman and Vice Chairwoman.

(Seal)

Notary Public

My Appointment Expires:

CITY OF BEL AIRE, KANSAS

By: _____
Mayor, Jim Benage

By: _____
Council President, Greg Davied

ATTEST:

City Clerk, Melissa Krehbiel

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

I hereby certify that I am personally acquainted with the Mayor and Council President of the Purchaser, whose signatures appear above; and that I know that the signatures appearing above are the true and genuine signatures of said Mayor and Council President.

(Seal)

Notary Public

My Appointment Expires:

EXHIBIT C

**Wastewater Base Charge and Water Base Charge
(Effective as of June 6, 2017,
the date of issue of the Series 2017 Bonds)**

Contract Year	Wastewater Base Charge	Water Base Charge	Total
2017	\$760,634.34	\$606,212.54	\$1,366,846.89
2018	756,472.13	603,739.99	1,360,212.12
2019	707,294.89	550,876.08	1,258,170.97
2020	706,000.19	547,269.58	1,253,269.77
2021	721,359.86	566,115.86	1,287,475.72
2022	728,958.66	577,830.35	1,306,789.01
2023	739,604.85	580,493.59	1,320,098.45
2024	740,557.53	576,530.62	1,317,088.15
2025	742,674.08	576,458.07	1,319,132.15
2026	728,417.76	566,728.69	1,295,146.45
2027	722,819.79	564,769.63	1,287,589.42
2028	724,880.44	563,845.51	1,288,725.95
2029	724,466.78	567,468.69	1,291,935.48
2030	722,430.93	563,465.35	1,285,896.28
2031	714,513.30	620,860.62	1,335,373.92
2032	581,868.92*	519,041.38*	1,100,910.30*
2033	73,656.95	8,002.65	81,659.60
2034	71,128.43	7,727.93	78,856.36
2035	71,348.30	7,751.82	79,100.12
2036	<u>71,458.24</u>	<u>7,763.76</u>	<u>79,222.00</u>
Total	<u>\$11,810,546.37</u>	<u>\$9,182,952.71</u>	<u>\$20,993,499.11</u>

*After credit for allocable amounts held in Debt Service Reserve Fund.

STAFF REPORT

DATE: July 9, 2024

TO: Ted Henry, City Manager & Bel Aire Governing Body

FROM: Brian Hayes, Recreation Director

RE: June Activities

Recreation

- 103 participants on 8 Bel Aire Rec teams playing in the Wichita Heights Junior Baseball/Softball League have completed their seasons. 5 of the 8 teams finished in 1st, 2nd, or 3rd place in their divisions.
- 138 participants on 12 T-Ball & Machine-Pitch Baseball teams also have completed another successful season.
- About a dozen preschoolers are participating in Tippi Toes Dance & Happy Feet Soccer mini sessions.
- Pickleball participation was steady with 307 compared to 313 last month. The Tuesday & Thursday morning trial continues and so far, is on pace to permanently be added to the schedule.
- June Taekwondo participation was steady with 21 compared to 24 in May.
- Exercise classes were steady with 26 participants.
- Drop-in use was pretty much steady with 512 sign-ins compared to 544 in May.
- Some of the winter-killed Bermudagrass is showing slight signs of life but will not be enough to be suitable for fall sports. Rec staff are experimenting with a couple of varieties of grass seed to see if anything will even germinate in the pre-emerged soil. There are several plans being worked on in order to still be able to offer soccer and flag football this fall. The most likely scenario will be to move soccer to the outfield of the baseball field East of the building with flag football and spot seed any needed areas there as soon as we feel comfortable with it germinating. The soccer field would then be taken out of play and seeded at a later date. The fields will need to be reestablished over the remaining growing seasons this year and next year.
- Upcoming Rec programs include Challenger Soccer Camp, Disc Golf Clinic, Bel Aire Ball, Outdoor Soccer, Flag Football, and Volleyball.

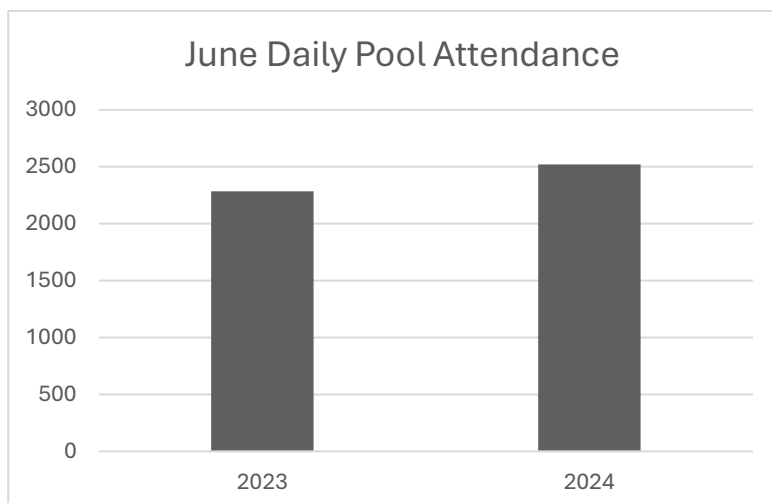
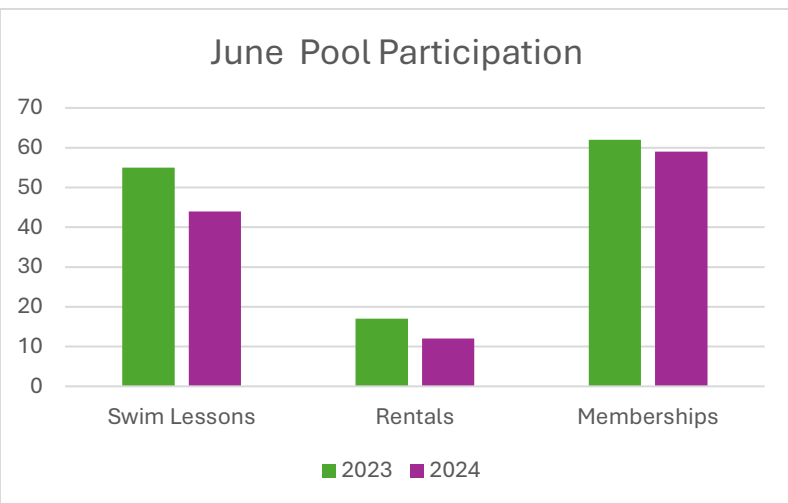
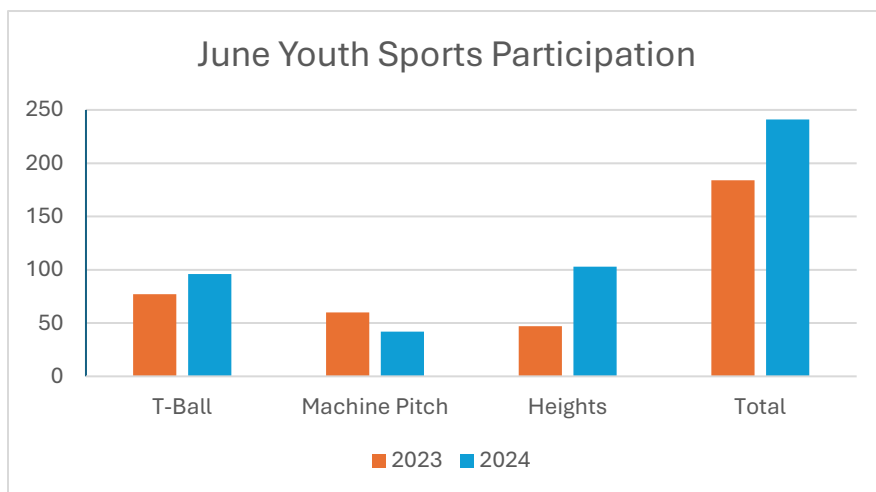
Seniors

- 784 seniors signed in for cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 877 in May.
- Highlights this month included an outing to Papas General Store, the annual summer cookout, and National Mascot Day.

- Other June programs included several game and arts/craft activities. In all there were 12 ongoing activities, 5 special activities and 3 educational sessions offered in June.
- Upcoming Senior activities include making red, white & blue ice cream sandwiches, lava lamp science, an outing to the Great Plains Nature Center as well as the many ongoing baseline programs, games, crafts, presentations, and communications.

Swimming Pool

- The pool opened as scheduled and was a pretty typical month compared to previous years. Day fees were up but sales of memberships, lessons, and rentals were slightly down over last year. *(see graph below)*
- Many positive comments on the new plaster surface have been received.
- There are 2 remaining sessions of swimming lessons and all remaining Saturday and Sunday evenings are booked with rentals.
- Two additional events are also scheduled: Family Night on 7/27 & Hot Dawgs Pool Party on 8/5
- The pool will be open through August 5th.



MANAGERS REPORT

DATE: July 12, 2024
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: July 16, 2024 Agenda



Consent Agenda (Item IV)

The Consent Agenda contains the minutes of the July 2nd regular City Council meeting as well as the minutes of the July 9th special City Council meeting.

AP Ordinance (Item VII)

This appropriation ordinance encompasses 6/24/2024 through 7/8/2024 expenses and one payroll cycle. Expenditures amounted to \$693,275.96. Of the reported expenses, \$31,126.73 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances (Item VIII)

None

Notice of Intent to Exceed Revenue Neutral Rate (Item A)

Every year, each taxing jurisdiction intending to exceed their calculated revenue neutral rate must notify the County Clerk's office by July 20th. This deadline gives the County ample time to prepare all revenue neutral rate notices and send them to all property owners in each taxing jurisdiction. As discussed at the 7/9/2024 Budget Workshop, the revenue neutral rate intent document does not set the mill levy for the 2025 budget, but it does set the maximum total mills the City is able to levy for the 2025 budget. The Bel Aire City Council still has the authority to levy less than 43.000 mills. For the 2025 budget, city staff is recommending the Revenue Neutral Rate Hearing be held on September 3rd, 2024 at 7:00 p.m. at Bel Aire City Hall, with a proposed mill levy of 43.000 Mills (the same mill levy as the 2024 budget). Staff recommends Council approve the Revenue Neutral Rate Intent document and authorize the Mayor to sign.

Owners Representative for Utilities & Public Works Facility project (Item B)

The City of Bel Aire was awarded BASE Grant funding for improvements to the Sunflower Commerce Park. Soon after the BASE Grant application was submitted, the Integra Technologies expansion project was announced (February 2023). Wichita-based company Integra Technologies announced it was going to build its combined headquarters and production facility in the City of Bel Aire, adding 2,500 + jobs in a community of 10,000 - a huge impact to the City. The move was dependent on Integra receiving a federal "CHIPS Act" grant, whose purpose is to shift the semiconductor supply chain and manufacturing system to the United States

in wake of events associated with supply chain disruptions during COVID. These awards are just now starting to be awarded in 2024; the Integra project is still waiting to be announced.

Given the current uncertainty surrounding the Integra decision, the timeline for the BASE Grant funds, and other factors, staff concluded that the proposed use of BASE grant funding needed to be redirected to another project. The new initiative, proposed and approved by the Kansas Department of Commerce, aims to enhance the reliability and service capabilities of critical infrastructure, supporting economic development efforts. Specifically, the City proposes to use the funding for a Utilities and Public Works Facility Expansion, which includes water and sewer infrastructure and an equipment storage facility, as well as added administrative space with increased cybersecurity measures.

As one of the fastest-growing communities in our region, staff has limited resources and expertise in constructing public facilities. With grant deadlines approaching, we have issued a Request for Qualifications (RFQ) to engage an owner's representative who will oversee and ensure the successful completion of this project.

The RFQ was distributed to seven reputable firms, receiving responses from three experienced companies: Burns and McDonnell, PEC, and SEH, all of whom we have previously worked with.

A selection committee was formed to evaluate each proposal and score each firm based on several key areas: their knowledge of Bel Aire, experience with grant management, and ability to handle the project in-house. Additionally, we considered their expertise in public building projects, the experience of their project teams, and their proposed processes and approaches. We also valued their project management skills, particularly in owner representation, as well as their capabilities in staff reporting, financial tracking, and construction. Finally, the local presence of each firm was an important factor in our decision-making process.

Based on the committee's scoring matrix, PEC had the best proposal, experience, and knowledge to represent the City. The action on the agenda is to accept the committee's recommendation and authorize staff to negotiate an agreement.

Kansas Paving Change Order, 53rd Street - Oliver to Woodlawn (Item C)

When the 53rd Street project was bid out for both construction and for construction inspection services, the Storm Water Pollution Prevention Program (SWPPP) Inspections were left out of both contracts. This change order adds them into the construction contract. SWPPP Inspections are a necessary part of any project over 1 acre in size. They are typically conducted by the Contractor (or their representative) with the Construction Inspector present. During the inspection, all of the erosion control devices (BMP's or Best Management Practices) are checked for viability and adequacy. Inspections are performed on a weekly basis and are required by KDHE as part of the Construction Site Stormwater Permit. When the project was getting started, several questions arose about who would be responsible for conducting the inspections. It took a bit of research and discussion to determine that the responsibility lay with the Contractor, with the Construction Inspector present. Staff recommends that Council approve the Change Order.

Street ROW dedication, Chapel Landing 3rd (Item D)

During the initial Platting of Chapel Landing 3rd, it was intended to have one main entrance and one “Emergency Access Only” entrance with a locked gate that emergency vehicles could access when needed. Since this access was only intended to be for Emergency Access and not a permanent point of access to the subdivision, a 10’ x 32’ Reserve was platted at the “end” of Colburn. During the 53rd Street Construction project, several residents approached the City asking if the eastern entry to the Chapel Landing 3rd subdivision (Colburn St) could be widened to match the rest of the street. Since the gate was never installed across this access, the City reached out to the Developer and they were agreeable to deeding the Reserve to the City for use as permanent street right-of-way, which is how the area is currently being used. The Street Right-of-Way dedication now comes before the Council for consideration.

Personnel Policy Manual (Item E)

At the July workshop, staff presented several changes to the personnel policy manual in preparation for the payroll ERP upgrade. After receiving input from the city council at the workshop, we summarized the changes and will present them to the city council at the upcoming meeting. Staff recommends approving these changes to provide guidance for employees and the system developers with a clear roadmap for implementation.

6th Supplemental Service Agreement with Chisholm Creek Utility Authority (Item F)

At a special meeting on July 9, 2024, the Bel Aire City Council tabled this action. Tonight, we will discuss and consider this agenda item.

Executive Session (XII)

Staff is requesting an executive session.