



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
February 20, 2024 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

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

III. OPENING PRAYER: Gary Green

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Approval of Minutes of the February 6, 2024 City Council meeting.

B. Accept and file the Bel Aire Land Bank 2023 Ending Sales and Financial Report.

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. 24-03 in the amount of \$547,694.08.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 24-03.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

A. 45th Street Update - Ken Lee, PE, Garver

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.

X. REPORTS

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

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

- A. Consideration of A Design Concept in conjunction with the 45th, Woodlawn to Oliver Design Project. Two Actions are requested of the Council.**

Action: Motion to (approve / deny / table) the design of a (traffic signal / roundabout) for traffic control at the intersection of 45th and Oliver in conjunction with the 45th, Woodlawn to Oliver design project.

Motion _____ Second _____ Vote _____

Action: Motion to (approve / deny / table) the Design Concept (as presented / amended) in conjunction with the 45th, Woodlawn to Oliver design project.

Motion _____ Second _____ Vote _____

- B. Consideration of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Changing The Zoning District Classification Of Certain Lands Located In The City Of Bel Aire, Kansas Under The Authority Granted By The Zoning Regulations Of The City (Tierra Verde South, PUD-23-02).**

Action: Motion to (accept / deny / table) An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Changing The Zoning District Classification Of Certain Lands Located In The City Of Bel Aire, Kansas Under The Authority Granted By The Zoning Regulations Of The City (Tierra Verde South Addition, PUD-23-02) and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____ Jim Benage _____

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

Action: Motion to (accept / deny / table) the bid from _____, for (asphalt / concrete) in the amount of \$_____ for 53rd Street Reconstruction, Oliver to Woodlawn and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

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

Action: Motion to (approve / deny / table) the Kansas Local Bridge Improvement Program Bridge Reconstruction/Rehabilitation Agreement by and between the Kansas Department of Transportation and the City of Bel Aire, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

E. Consideration of a quote from Imagine IT for server replacement.

Action: Motion to (accept / deny / table) the quote from Imagine IT for server replacement for a one-time fee of \$23,397.50, and a recurring monthly fee of \$880.88 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

F. Consideration of a quote from Imagine IT for the Security Shield Program.

Action: Motion to (accept / deny / table) the quote from Imagine IT for the Security Shield Program for a one-time fee of \$6,000, and a recurring monthly fee of \$1,989.20 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

G. Consideration of a Resolution designating signatories for the City's checking account.

Action: Motion to (accept/ deny/ table) the Resolution certifying the signatures of certain City officials and designating those officials as authorized signatories for the City's account with Stryv Bank and authorize the Council President to sign said Resolution.

Motion _____ Second _____ Vote _____

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

Action: Motion to (adopt/ deny/ table) the Resolution certifying the signatures of certain employees and designating those employees as authorized signatories for the City's account with the Kansas Municipal Investment Pool and authorize the Mayor to sign said Resolution.

Motion _____ Second _____ Vote _____

I. Consideration of A Software and Professional Services Agreement with gWorks for software data conversion.

Action: Motion to (approve / deny / table) the Software and Professional Services Agreement with gWorks at a cost not to exceed \$24,500 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

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

Motion _____ Second _____ Vote _____

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

Motion _____ Second _____ Vote _____

- C. Action:** Motion to recess into Executive Session to discuss personnel performance pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. The Executive Session will include the City Manager, Assistant City Manager, and Attorney for the City. The Executive Session 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. Recreation Update - January 2024

B. Manager's Report - February 20, 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 electronics are turned off and put away.



MINUTES

CITY COUNCIL MEETING

7651 E. Central Park Ave, Bel Aire, KS
February 06, 2024 7:00 PM



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

II. ROLL CALL

Councilmembers present were Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch. Also present were City Manager Ty Lasher, Assistant City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, Director of Public Works Marty McGee, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Dr. Robert Lindsted provided the opening prayer.

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 January 16, 2024 City Council meeting.

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 24-02 in the amount of \$1,507,600.81.

MOTION: Councilmember Smith moved to approve Appropriations Ordinance No. 24-02. Councilmember Davied seconded the motion. *Motion carried 5-0.*

VIII. CITY REQUESTED APPEARANCES

Commissioner Pete Meitzner gave an overview of the County government's roles and responsibilities and stood for questions from the Council.

IX. CITIZEN CONCERNS

Carol Russell 6218 E 45th St N, spoke about concerns about development on 45th Street, including drainage and street design plans.

Gary Jantz, 6200 E 45th St N, spoke about concerns about the Arthur Heights Estates Development, particularly drainage and the need for more detailed information about setbacks.

X. REPORTS

A. Council Member Reports

Councilmember Dehn gave a brief update on several recent meetings he attended including the K-254 Corridor Development Association, 45th Street Design informational meeting, and an Isely Elementary PTO meeting. He noted that Bel Aire Bike-Walk will meet on Saturday and the Bel Aire Chamber of Commerce will meet tomorrow and invited residents to attend.

Councilmember Davied gave a brief report about the latest Chisholm Creek Utility Authority (CCUA) meeting and LKM's Local Government Day in Topeka.

Councilmember Smith gave a brief report on the latest CCUA meeting.

Councilmember Hamburg reported the CCUA meeting and a presentation given by the Register of Deeds and the County Clerk.

B. Mayor's Report

Mayor Benage briefly reported on several recent meetings he attended: CCUA, REAP, Sedgwick County Fire District No. 1 Steering Committee, the Wichita Chamber of Commerce, Sedgwick County Association of Cities, and Local Government Day. He also made a presentation to Cub Scout Pack #585 on February 5th. He noted that a dangerous situation occurred recently with a child playing on an icy pond; he warned residents that the local climate is not cold enough to thoroughly freeze ponds or lakes and no one should attempt to walk on these bodies of water.

C. City Attorney Report

City Attorney Maria Schrock gave a brief report on the KRWA training that she recently attended.

D. City Manager Report

City Manager Ty Lasher reported on upcoming events: Spring Fest will be held on March 23rd, E-Recycle and Shred Day is April 27th and Curbside Cleanup will be held on May 18th and October 5th. He reported that the City received a report about Woodlawn from KDOT today. Staff will review the report and share copies with the Council tonight.

XI. ORDINANCES, RESOLUTIONS AND FINAL MOTIONS

A. **Consideration of appointing a delegate and alternate delegate to the annual meeting of the Kansas Rural Water Association (KRWA).**

Mayor Benage noted that City Engineer Anne Stephens and Public Works Supervisor Jon Stehman had attended the KRWA meeting in the past and are willing to represent the City again.

MOTION: Councilmember Hamburg moved to appoint Anne as the delegate and Jon as the alternate delegate to the annual meeting of the Kansas Rural Water Association and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 5-0.*

B. **Consideration of bids for purchase and installation of a Badger Mag flow meter for a sanitary sewer lift station (53rd Street & Harding). Two companies submitted bids:**

<u>Company</u>	<u>Bid</u>
R. W. Vaught for Badger Mag flow meter	\$17,500
R.W. Vaught for installation of flow meter	\$10,000
JCI for installation of flow meter	\$6,925

MOTION: Councilmember Dehn moved to approve the bid from R.W. Vaught in the amount of \$17,500 for the purchase of a Badger Mag flow meter and approve the bid from JCI in the amount not to exceed \$6,925 for installation of the meter and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

C. **Consideration of An Ordinance Authorizing A Planned Unit Development Containing C-2 And R-5 Uses On Certain Property Located Within The Corporate City Limits Of Bel Aire, Sedgwick County, Kansas And Revoking, Repealing And Superseding Ordinance 642 Adopted For The Same (PUD-23-01).**

MOTION: Councilmember Davied moved to adopt An Ordinance Authorizing A Planned Unit Development Containing C-2 And R-5 Uses On Certain Property Located Within The Corporate City Limits Of Bel Aire, Sedgwick County, Kansas And Revoking, Repealing And Superseding Ordinance 642 Adopted For The Same (Arthur Heights Estates) and authorize the Mayor to sign. Councilmember Smith seconded the motion.

Roll Call Vote:

Jim Benage – Aye	Greg Davied – Aye	Tyler Dehn – Aye
Emily Hamburg – Aye	Justin Smith – Aye	John Welch – Aye

Motion carried 6-0.

D. **Consideration of An Agreement Concerning The Development Of Arthur Heights Estates, Bel Aire, Sedgwick County, Kansas.**

MOTION: Councilmember Smith moved to approve An Agreement Concerning The Development Of Arthur Heights Estates, Bel Aire, Sedgwick County, Kansas and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

E. **Consideration of An Agreement Concerning The Development Of Hollenbeck Farm, Bel Aire, Sedgwick County, Kansas (ZON-23-04).**

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

F. **Consideration of Master Services Agreement with Professional Engineering Consultants, P.A. (PEC).**

MOTION: Councilmember Smith moved to approve the Master Services Agreement with Professional Engineering Consultants, P.A. as presented and authorize the Mayor to sign. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

G. **Consideration of An Ordinance Concerning The Amendment Of Chapter 18, Of The City Code Of Bel Aire, Kansas, In Connection With The Zoning Map, All Within The City Of Bel Aire, Sedgwick County, Kansas.**

MOTION: Councilmember Welch moved to table the item. Motion died for lack of second.

MOTION: Councilmember Smith moved to approve An Ordinance Concerning The Amendment Of Chapter 18, Of The City Code Of Bel Aire, Kansas, In Connection With The Zoning Map, All Within The City Of Bel Aire, Sedgwick County, Kansas and authorize the Mayor to sign. Councilmember Dehn seconded the motion.

Roll Call Vote:

Jim Benage – Aye	Greg Davied – Aye	Tyler Dehn – Aye
Emily Hamburg – Aye	Justin Smith – Aye	John Welch – Aye

Motion carried 6-0.

H. **Consideration of accepting a proposal for the Geotechnical Investigation of 45th Street from Oliver to Woodlawn. Two proposals were received:**

<u>Company</u>	<u>Total</u>
PEC	\$25,508.50
Terracon	\$19,700.00

MOTION: Councilmember Davied moved to accept the proposal from Terracon in the amount of \$19,700.00 for the Geotechnical Investigation of 45th Street from Oliver to Woodlawn and authorize the Mayor to sign all related documents. Motion died for lack of second.

MOTION: Councilmember Smith moved to accept the proposal from PEC in the amount of \$25,508.50 for the Geotechnical Investigation of 45th Street from Oliver to Woodlawn and authorize the Mayor to sign all related documents. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

XII. EXECUTIVE SESSION

- A. **MOTION:** Councilmember Welch moved to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, Assistant City Manager, City Attorney, City Engineer and Neil Gosch. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 9:35 p.m. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

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

MOTION: Councilmember Davied moved to extend the Executive Session for an additional 15 minutes, with the open meeting to resume in Council Chambers at 9:50 p.m. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

The council then returned to executive session. At 9:55 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

- B. **MOTION:** Councilmember Smith moved to recess into Executive Session to discuss contract negotiations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. The Executive Session will include the City Manager, Assistant City Manager, and Attorneys for the City. The Executive Session will be for a period of 20 minutes, and the open meeting will resume in City Council Chambers at 10:16 p.m. Councilmember Dehn seconded the motion. ***Motion carried 4-0*** with Councilmember Hamburg absent from the vote.
- C. **MOTION:** Councilmember Davied moved to recess into Executive Session to discuss personnel performance pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. The Executive Session will include the City Manager, Assistant City Manager, and Attorney for the City. The Executive Session will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 10:37 p.m. Councilmember Dehn seconded the motion. ***Motion carried 4-0***, with Councilmember Welch absent from the vote.
- The council then recessed into executive session. At 10:41 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.
- D. **MOTION:** Councilmember Smith moved to approve A Contract For Legal Services Between The City Of Bel Aire, Kansas And Jay C. Hinkel, Attorney At Law. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

XIII. DISCUSSION AND FUTURE ISSUES: Workshop February 13th at 6:30 p.m.?

The Council briefly discussed the agenda for the next City Council workshop, which will be held at 6:30 p.m. on February 13, 2024.

XIV. ADJOURNMENT

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

City of Bel Aire, Kansas

LAND BANK ANNUAL REPORT

DATE: February 13, 2024

TO: Land Bank

FROM: Finance Director, City Attorney

RE: 2023 Land Bank Ending Sales



SUMMARY:

Included in your packet is a report showing receipts and disbursements from funds under Bel Aire Land Bank control and including all Land Bank property transactions occurring in 2023.

RECOMMENDATION:

Land Bank recommend Governing Body accept and file the reports at their next meeting.

(Published in *The Ark Valley News* on _____)**Public Notice**

Pursuant to K.S.A. 12-5903(f), the City of Bel Aire Land Bank holds in its inventory the following parcels:

KANSAS WARRANTY DEED TO CITY OF BEL AIRE LAND BANK

KEY #	PIN #	LEGAL DESCRIPTION
PY - BA - 01304	600667	SE 5 FT LOT 5 BLOCK D CP 4TH
KE- BA - 02110	513575	LOT 3 BLOCK 2, KAPPELMANS BEL AIRE HEIGHTS 2ND ADD.
KE- BA - 02111	513576	LOT 1 BLOCK 2, KAPPELMANS BEL AIRE HEIGHTS 2ND ADD.
KE- BA - 02112	513577	LOT 2 BLOCK 2, KAPPELMANS BEL AIRE HEIGHTS 2ND ADD.
PY - BA - 00910	540929	W1/2 NE1/4 SEC 17-26-2E (FRONTAGE SOUTH OF K254 BETWEEN ROCK AND WEBB)
PY - BA - 00911	540930	E1/2 NW1/4 SEC 17-26-2E (FRONTAGE SOUTH OF K254 BETWEEN ROCK AND WEBB)
PY - BA - 9120002	30018352	W 1/2 NW 1/4 SEC 17-26-2E (FRONTAGE SOUTH OF K254 BETWEEN ROCK AND WEBB)
PY - BA - 01261	598564	RESERVE C TIERRA VERDE
PY - BA - 01262	598565	RESERVE D TIERRA VERDE
PY - BA - 01263	598566	RESERVE E TIERRA VERDE
PY - BA - 01264	598567	RESERVE F TIERRA VERDE
PY - BA - 01265	598568	RESERVE G TIERRA VERDE
PY - BA - 01266	598569	RESERVE H TIERRA VERDE
PY - BA - 01267	598570	RESERVE I TIERRA VERDE
PY - BA - 01268	598571	RESERVE J TIERRA VERDE

G/L EXPENSE HISTORY REPORT

FROM 01/2023 TO 12/2023

Section VI, Item B.

ACCOUNT NUMBER		ACCOUNT NAME	(FISCAL 1/2023 TO 12/2023)				
DATE	JRNL	NAME/OTHER REFERENCE	PO NUMBER	INVOICE	CHECK NO	REF/DESCRIPTION	AMOUNT
10-00-6133		LAND BANK SPECIAL ASSESSMENTS					
4/05/23	AP2551	SEDG CO TREASURER	222030213		69032	2022 LAND BANK PROPERTY TAXES:	334.13
12/13/23	AP2882	SEDG CO TREASURER	2023-LB		70021	2023 LANDBANK SPECIALS & TAX	738.42
		ACCOUNT TOTAL					1,072.55
					REPORT TOTAL		1,072.55

G/L REVENUE HISTORY REPORT

FROM 01/2023 TO 12/2023

Section VI, Item B.

ACCOUNT NUMBER	ACCOUNT NAME	(FISCAL 1/2023 TO 12/2023)	
DATE JOURNAL RECEIVED FROM/ALPHA ID		RECEIPT NO REF/DESCRIPTION	AMOUNT
10-00-4510	INTEREST ON INVESTMENTS		
1/31/23 GL5213 KS MUNICIPAL INVESTMENT POOL		MIP INTEREST	38,526.01
		MIP MONTHLY INTEREST 2023-01	
4/30/23 GL5261 KS MUNICIPAL INVESTMENT POOL		MIP INTEREST	49,892.28
		MIP MONTHLY INTEREST	
7/31/23 GL5308 KS MUNICIPAL INVESTMENT POOL		MIP INTEREST	53,022.80
		MIP MONTHLY INTEREST 2023-07	
7/31/23 GL5308 KS MUNICIPAL INVESTMENT POOL		MIP INTEREST	11,174.10
		MIP MONTHLY INTEREST 2023-07	
8/31/23 GL5340 KS MUNICIPAL INVESTMENT POOL		MIP INTEREST	12,036.29
		MIP MONTHLY INTEREST 2023-08	
11/30/23 GL5396 KS MUNICIPAL INVESTMENT POOL		MIP INTEREST	68,808.71
		MIP MONTHLY INTEREST 2023-11	
	ACCOUNT TOTAL		----- 233,460.19
10-00-4550	RESIDENTIAL LOT SALES		
6/29/23 RM9011 SECURITY 1SST TITLE		662997 RES LOT SALE	401,147.42
		LT1 BLK19 CPADD ACROSS CH	
	ACCOUNT TOTAL		----- 401,147.42
		REPORT TOTAL	=====
			634,607.61

CITY OF BEL AIRE		
AP ORD 24-03		
Vendor and Payroll Checks 01/30-02/13/2024		
AXON ENTERPRISES, INC	LICENSE & CAMERA BUNDLE	\$ 8,445.41
BRAINARD, NATHAN W	YOUTH SPORTS OFFICIAL	\$ 225.00
BUCHANAN, JOE	BACKFLOW CERTIFICATION PER DIEM	\$ 164.00
CARNEY, WES	SOCCER REFUND	\$ 90.00
CINTAS CORPORATION	PD MATS/PW UNIFORMS/SHOP TOWELS	\$ 1,865.72
CINTAS FIRST AID & SAFETY	PD/PW:RE STOCK FIRST AID	\$ 447.15
CIVICPLUS	WEBSITE ANNUAL RENEWAL FEES	\$ 4,985.15
CONRADY, SLOANE	YOUTH SPORTS OFFICIAL	\$ 84.00
CORE & MAIN LP	WATR METERS x150	\$ 29,151.00
DIGITAL OFFICE SYSTEMS	PD COPIER OVERAGE	\$ 23.03
ECITY TRANSACTIONS, LLC	12/23 ONLINE PYT SERVICE	\$ 900.00
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 562.00
ENGLERT, DAVID J	YOUTH SPORTS OFFICIAL	\$ 165.00
EVERGY	ELEC SVC:CITY BLDGS	\$ 5,562.73
FASTENAL COMPANY	BOLTS FOR SNOW PLOW	\$ 41.94
FICA/FEDERAL W/H	FED/FICA TAX	\$ 24,549.11
FIRESTONE	OIL CHANGE #34	\$ 87.98
GALLS, LLC	PD UNIFORMS/SUPPLIES	\$ 1,054.45
GARVER	45TH/ARTHUR HEIGHTS/COZY-AURORA/CEDAR PASS	\$ 64,085.96
GRAFIX SHOPPE	PD #40 & #41 GRAPHICS	\$ 1,194.76
HASTY AWARDS	REC PROGRAM AWARDS	\$ 188.01
HAWKS INTER-STATE PESTMAS	01/24:PEST CONTROL:REC	\$ 174.52
HESS, MARTY	YOGA INSTRUCTOR	\$ 135.00
IDEATEK TELECOM	01/24 HOSTED PHONE SERV	\$ 796.55
K-254 CORRIDOR DEVELOPMEN	ANNUAL MEMBERSHIP 2024	\$ 500.00
KILGORE, LEONAL	ANNEX:TAX REBATE YEAR 1	\$ 2,738.46
KONDA, KAMERON	YOUTH SPORTS OFFICIAL	\$ 144.00
KS ASSOC OF COUNTIES	2024 KACM MEMBERSHIP-TED & TY	\$ 400.00
KS DEPT H/E:PERMITS/TRAIN	CENTRAL PARK ADD PERMIT-STRWTR	\$ 60.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,401.47
KS PUBLIC EMPL RETIRE SYS	KPERS/KP&F	\$ 22,563.15
KS TREASURER - COURT FEES	COURT FEES	\$ 2,355.33
LEAGUE OF KS MUNICIPALITI	KOMA TRAINING: ROTH & FABER	\$ 300.00
LIFESAVER LEARNING, INC.	REC CPR WEIKAL & MUETING	\$ 140.00
MABCD	10/23 INSPECTIONS	\$ 3,100.00
MARCEAU, JENNA	SOCCER REFUND	\$ 136.00
MAXIMUM OUTDOOR EQUIPM	MID MOUNT FUEL GAUGE & SEAL	\$ 431.83
MEYER, LAUREN	TKD REFUND	\$ 106.00
MIDWEST TRUCK EQUIPMENT	SNOW PLOW PARTS, DUMP TRUCK REP.	\$ 5,785.30
MIKE JOHNSON SALES, INC.	DOOR HANGER WARNING/OFF	\$ 295.51
MOTOROLA	PD MOBILE RADIOS x2	\$ 5,074.90
MUNICIPAL SUPPLY INC	FITTINGS x40	\$ 2,706.30

MURPHY TRACTOR EQUIP 01	JD OIL,MUFFLER,GASKE,ALT,SURGE	\$ 3,597.61
NATIONAL SIGN COMPANY, IN	STREET SIGNS	\$ 149.60
NCSI	COACH BACKGROUND CHECKS X2	\$ 35.00
PACE ANALYTICAL SERVICES	SW:SUSPENDED SOLIDS TESTING	\$ 339.20
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 1,524.85
PEC	BIKE PED TRAIL, PLANNING & GIS ON CALL, WA GIS	\$ 21,804.57
PITNEY BOWES	RED INK CARTRIDGE	\$ 91.29
PIVOLOCITY	ERP IMPLEMENTATION PH JANUARY	\$ 437.50
PUBLIC WORKS & UTILITIES	162,000 GAL:12/23-01/05/24	\$ 1,263.72
SCHWAB, LINCOLN	SOCCER REFUND	\$ 68.00
STEHMAN, JON	BACKFLOW CERTIFICATION PER DIEM	\$ 164.00
SUMNERONE	COPIERS CONTRACTS CH,PW	\$ 181.90
SURENCY	02/24 VISION INSURANCE	\$ 459.53
TRAFFIC CONTROL SERVICES	NEW PD VEHICLES ONLY #40, #41	\$ 84,616.00
TRIPLETT,WOOLF&GARRETSON	CITY ATTY MATTERS/NEW ADMIN	\$ 320.00
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES	\$ 7,899.17
UNION PACIFIC RAILROAD CO	WOODLAWN XING SURFACE	\$ 8,269.26
UNRUH EXCAVATING	SUNFLOWER COMM GRADING/EROSION	\$ 63,402.38
USA BLUE BOOK	FLOW TESTING DIFFUSER GAUGE	\$ 677.90
UTILITY MAINTENANCE CONTR	WATER SVC INSTALLS x52	\$ 75,900.00
VERIZON WIRELESS:CELL PHS	CELL PHONE SVC	\$ 1,738.03
WADE, TERESA	TAEKWONDO INSTRUCTOR	\$ 180.00
WICHITA REGIONAL CHAMBER	SCK TRANSPORTATION COALIT DUES	\$ 250.00
WILLIAMS JANITORIAL SUPPL	JANITORIAL SUPPLIES REC	\$ 137.25
WILLIAMS, JOY:ATTY AT LAW	PROSECUTOR SVC	\$ 955.50
PAYROLL CHECKS	PAYROLL CHECKS ON 01/31/2024	\$ 76,178.56
	CLAIMS TOTAL	\$ 547,694.08

Handwritten signature
FEB 14 2024

SIGNAL OR ROUNDABOUT? SURVEY REPORT

RESPONSES SUMMARY

DATE	NUMBER OF RESPONSES	AVERAGE TIME TO COMPLETE
02/14/24	192	06:00

REPORT SUMMARY

Based on the summary responses, the most preferred travel method is a signalized intersection.

QUESTION 1 (HAVE YOU EVER EXPERIENCED FRUSTRATION WHILE DRIVING THROUGH A ROUNDABOUT?)

191 RESPONDANTS

DATE	YES	PERCENTAGE	NO	PERCENTAGE
02/14/24	138	72%	53	28%

QUESTION 2 (HAVE YOU EVER EXPERIENCED FRUSTRATION WHILE WAITING AT A SIGNALIZED INTERSECTION?)

191 RESPONDANTS

DATE	YES	PERCENTAGE	NO	PERCENTAGE
02/14/24	134	70%	57	30%

QUESTION 3 (DO YOU BELIEVE THAT A ROUNDABOUT REDUCES DRIVER DELAYS IN OFF-PEAK HOURS?)

192 RESPONDANTS

DATE	YES	PERCENTAGE	NO	PERCENTAGE
02/14/24	108	56%	84	44%

QUESTION 4 (IN YOUR OPINION, WHICH INTERSECTION TYPE IS SAFER FOR DRIVERS AND PEDESTRIANS?)

191 RESPONDANTS

DATE	SIGNALIZED INTERSECTION	PERCENTAGE	ROUNDABOUT	PERCENTAGE
02/14/24	126	66%	65	34%

Response Highlights:

- **143** total respondents
- **28** respondents stated people or drivers are a concern
- **26** respondents stated nothing, no concerns, or N/A
- **24** respondents mentioned slow waiting times or delays
- **20** respondents mentioned cars running red lights

QUESTION 6 (WHAT CONCERNS YOU THE MOST ABOUT ROUNDABOUTS?)

Response Highlights:

- **166** total respondents
- **94** respondents stated people or drivers that can't understand roundabouts are a concern
- **15** respondents were concerned about pedestrian safety
- **10** respondents mentioned school safety
- **7** respondents we concerned about accidents

QUESTION 7 (WHICH INTERSECTION CONTROL TYPE WOULD YOU PREFER AT 45TH & OLIVER: A SIGNALIZED INTERSECTION OR A ROUNDABOUT?)

192 RESPONDANTS				
DATE	SIGNALIZED INTERSECTION	PERCENTAGE	ROUNDABOUT	PERCENTAGE
02/14/24	119	62%	73	38%

QUESTION 8 (WHAT IS THE MAIN REASON(S) FOR YOUR PREFERENCE?)

- A. Signalized Intersection Response Highlights:
- **32** respondents stated too much traffic or congestion on a roundabout
 - **24** respondents said signals are safer
 - **11** respondents mentioned school traffic would benefit from a signal
- B. Roundabout Response Highlights:
- **29** respondents mentioned a better flow of traffic
 - **13** respondents stated faster, quicker, or more efficient
 - **13** respondents said roundabouts are safer

* The counts for specific topics represent responses only within those subjects, not the overall total responses

(Published in *The Ark Valley News* on _____)

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECOMMENDATION OF THE BEL AIRE PLANNING COMMISSION CHANGING THE ZONING DISTRICT CLASSIFICATION OF CERTAIN LANDS LOCATED IN THE CITY OF BEL AIRE, KANSAS UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY.

WHEREAS, the Governing Body of the City of Bel Aire, Kansas (the "City") has received a recommendation from the Bel Aire Planning Commission on Case No. PUD-23-04; and

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held on Case No. PUD-23-04 on January 11, 2024, all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

SECTION 1. The Governing Body supports the recommendation of the Bel Aire Planning Commission and approves changing the zoning classifications allowed in the Tierra Verde South Addition PUD to include R-5 and R-6 zoning, with the condition that R-6 zoning uses are excluded from Lot 3, Block 1 and Reserve A, Block 2.

Legal Description

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

Section 2. Upon the taking effect of this Ordinance, the above zoning change shall be entered and shown on the Official Zoning Map(s) as previously adopted by reference and said map is hereby reincorporated as a part of the Zoning Regulations as amended.

Section 3. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City, approval by the Mayor and publication once in the official newspaper of the City.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Bel Aire, Kansas
this _____ day of February 20, 2024.

CITY OF BEL AIRE, KANSAS

[seal]

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

City of Bel Aire

STAFF REPORT

DATE: 01/05/2024

TO: Bel Aire Planning Commission
 FROM: Keith Price
 RE: Agenda

STAFF COMMUNICATION

FOR MEETING OF	1/11/24
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

PUD-23-04. (formally PUD-23-02) Proposed document changes within the current PUD to allow single family, duplex, and multi-family. R-5 and R-6 zoning districts Tierra Verde South Addition PUD; doesn't have re-platting changes at this time. 57.38+/- acres.

The city advertised the hearing in the Ark Valley newspaper and notified property owners as required within the required distance of 200 ft.

History:

Tierra Verde started as a concept plan dividing the commercial uses from the residential use with the north addition for housing and the south addition for commercial uses in 2009 master plan concept.

Groundbreaking for the Concierge Surgical Recovery Suites & Wellness Center--Phase I of The Healing Center at Tierra Verde was Friday, May 31, 2013. During the first building project, the project was in foreclosure, due in part by the untimely death of Dr. George Watson.

The current business in the completed building was established in 2018 with the city on the portion of lot 4, in block 1. The majority of ground hasn't been developed in the south addition; the current plat was filed 9/21/09; that is almost 14 years without using the infrastructure installed within the development.

This PUD was in front of the planning commission May 11, 2023. Sawmill Creek a Wichita development in Wichita had speakers voice concerns. Through streets at Blade or Scragg Streets, elevated crime rate, Multi-family housing were the concerns listed in the minutes. Motion made and approved at the time.

Motion: Commissioner Jordan made a motion to recommend changing the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3. Commissioner Floyd seconded the motion. ***Motion Carried 5-0.***

Minutes from the January 11, 2024 Planning Commission Meeting

PUD-23-02 - Amending Zoning Districts in Tierra Verde South Addition PUD to include R-5 and R-6 Zoning. Chairman Schmidt opened the hearing.

City Attorney, Maria Schrock shared that this has already been approved by the Planning Commission, nothing about the design, site plan or anything regarding those facts have changed. The only thing that has changed that the original application only had one signature, now today there are two signatures. The reason there are now

two signatures is because there are two owners involved. The last time this was seen by the Planning Commission, it had a legal description specific lot in it, which had a different owner and their signature was missing. Today the application has a signature from all lot owners.

Representing agent for Baughman Company, Phil Meyer was present to discuss the amending zoning districts in Tierra Verde South Addition PUD to include R-5 and R-6 Zoning. Phil is agreeance with Maria on her findings. Also present was Basem Krichati, owner and broker with Superior Reality who owns the parcel development to the north, Basem shared that he is opposed to have apartments next to his lots.

Chairman Schmidt recommended to Phil Myer and Basem Krichati to step aside to have further discussion for clarification on location and we will come back to this after the next item on the agenda.

Chairman Schmidt Closed the hearing at this time.

Action: Commissioner Jordan made a motion to table until we review item B first and come back to item A. Commissioner Charleston seconded the motion. Motion Carried 6-0

Chairman Schmidt re-opened the hearing for PUD-23-02 from "Old Business/New Business".

Representing agent for Baughman Company, Phil Meyer, still present. Phil Meyer has agreed to not place apartments on Reserve A.

Chairman Schmidt closed the hearing.

Commissioner Salazar mentioned that he appreciated the developer taking onto account the opinions of the neighbors. Commissioner Charleston stated that he agreed with Commissioner Salazar regarding the opinion of the neighbors. Commissioner Faber stated that he agrees that they had communication with the surrounding neighbors and it seems to fit with nearby zoning uses, especially with the step down zoning. Commissioner Matzek stated that they met the recommendations from staff. Commissioner Jordan stated that it seems suitable for the property and Chairman Schmidt agreed with Jordan.

Motion: Chairman Schmidt made a motion to recommend changing the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with changes with the amendments that Reserve A, Block 2 is excluded from R-6 uses. Commissioner Jordan seconded. **Motion Carried 6-0**

Discussion:

New housing is needed within Sedgwick County, there are studies to indicate that is true. Bel Aire's Master Growth Plan that was adopted indicates that is a prime objective for land once owned by the city. Table 1.2 indicates that two steps from local commercial/mixed use would be multi-family uses and allowable. Figure 3.3 describing multi-family acres in 2018 as just under 12 is antiquated with the recent platting and building. The master growth plan indicated 917 acres would be for housing of the 2,267 acres. That is 40% of the total acres available from that point in time. Many of the commercial areas already designated wouldn't be suitable for housing at this moment. Based on the land approved to date for housing since 2018 would be +/-50% of that total. To follow the LEED design and air space concerns related to green building construction methods and quality of housing to reduce noises would be good to consider.

A good street appeal variation from recent duplex areas would help build a neighborhood branding or identifier.

Conclusion:

Recommends approval of the project with the conditions once understanding of the scope of the project is determined. An Ordinance will need to be created to contain the PUD revisions. Replatting, if needed or required, would reflect these changes as well.

Staff would like to update the official zoning map annually to match changes made with zoning he throughout the year by the governing body as a codification process. This would mean that a zoning code update related to districts, new districts, new or changed boundaries would still come back to planning commission, all approved changes would be incorporated in the newly dated official zoning map.

The request motion should include updating the city official zoning map to reflect as present and any of the recently approved zoning ordinance changes. The added request is to allow updating the official map with the Bel Aire code codifications to reflect only zoning districts that have been approved by the governing body prior to the codification process.

Below is the city zoning code section revision by the 2023 codification listed on the city web site related to the city zoning map:

16. Chapter 5 of the Zoning Code has a more detail regarding Applications and procedures. A final PUD must contain:

- a. Deeds of Dedication
- b. Copy of all covenants part of the preliminary PUD
- c. Evidence of ownership, financial and administrative ability as required by the terms of the preliminary PUD
- d. Evidence of satisfaction of any stipulation of the preliminary PUD
- e. Evidence of platting consistence with the Zoning Ordinance 418 and the PUD

APPLICATION

This form **MUST** be completed and filed at City Hall, Bel Aire, Kansas, 6751 E Central Park, Bel Aire, Kansas 67226. **AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.** Check the appropriate box below for type of application being submitted. A separate application and filing fee is required for each application. A preapplication conference with City Staff is recommended before filing this application.

-
-
- ☐ Change Zoning Districts: From: _____ to _____
- ☒ Amendments to Change Zoning Districts a portion of Tierra Verde South Add. PUD to include R-5 and R-6
- ☐ Preliminary PUD _____ ☐ Preliminary PUD with plat/ zoning
- ☐ Final PUD ☐ Final PUD with plat/ zoning

City of Bel Aire Planning Commission☐ Approved ☐ Rejected

Comments to City Council

City of Bel Aire Council☐ Approved ☐ Rejected

Name of owner ME Enterprises, LLC -and- North Webb, LLCME Enterprises, LLC, 2101 E. 21st St, Wichita, KS 67214Address North Webb, LLC, PO Box 377, Attica, KS 67009

Telephone _____

Agent representing the owner Baughman Company, P.A. (Philip J. Meyer, L.A.)Address 315 Ellis St, Wichita, KS 67211Telephone 316-262-7271

1. The application area is legally described as Lot(s) _____; Block(s) _____,
Tierra Verde South Addition, Bel Aire, Kansas. If appropriate, a metes and
bounds description may be attached. *See attached for legal description.

2. The application area contains 57.38 +/- acres.

3. This property is located at (address) n/a which is generally
 located at (relation to nearest streets) 1/2 mile north of 45th St on west side of Webb Rd

4. County control
 number: PIN Nos. 598549, 598551-598557, 598559-598561, 598562

5. NAMES OF OWNERS - For land inside the city limits, an ownership list of the
 names, addresses and zip codes of the owners of record of real property located within

200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

If such area is located adjacent to but within the city limits, the ownership list, in addition to the 200 feet inside the city limits, shall provide similar information extending to 1,000 feet into the unincorporated area.

The names of the owners of all property included in this application MUST be listed as applicants. Contract purchasers, lessees or other directly associated with the property may also be listed if they desire to be advised of the proceedings.

1. Applicant ME Enterprises IV, LLC (Masoud Etezazi) Phone
 Address 2101 E 21st St. N, Wichita, KS Zip Code 67214
 Agent Baughman Company, PA (Philip Meyer, LA) Phone 316-262-7271
 Address 315 Ellis St, Wichita, KS Zip Code 67211
2. Applicant North Webb, LLC Phone
 Address PO Box 377, Attica, KS Zip Code 67009-0377
 Agent Baughman Company, PA Phone
 Address same as above Zip Code
3. Applicant City of Bel Aire (Land Bank) possible Reserve A ownership
 Address 7651 E. Central Park Ave, Bel Aire, KS Zip Code 67226-7600

The applicant certifies that the foregoing information is true and correct to the best of their knowledge and acknowledges that the Governing Body shall have authority to impose such conditions as it deems necessary in order to serve the public interest and welfare.

BAUGHMAN COMPANY, PA

x

Applicant's Signature

BY

Authorized Agent (if Any)

The Petition must bear the signature(s) of the property owner(s). If an authorized agent signs on the owner's behalf, the agent shall sign his own name and attach the owner's written notarized authorization to this application.

200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

If such area is located adjacent to but within the city limits, the ownership list, in addition to the 200 feet inside the city limits, shall provide similar information extending to 1,000 feet into the unincorporated area.

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 Address same as above Zip Code
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The applicant certifies that the foregoing information is true and correct to the best of their knowledge and acknowledges that the Governing Body shall have authority to impose such conditions as it deems necessary in order to serve the public interest and welfare. *North Webb LLC*

BAUGHMAN COMPANY, PA

x *P. J. Jank*
 Applicant's Signature *Mgr Member* BY

Philip A Meyer
 Authorized Agent (If Any)

The Petition must bear the signature(s) of the property owner(s). If an authorized agent signs on the owner's behalf, the agent shall sign his own name and attach the owner's written notarized authorization to this application.



TIERRA VERDE SOUTH ADDITION
PLANNED UNIT DEVELOPMENT

Amendment Application to allow R-6 Uses to the following:

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

REQUEST FOR PUD AMENDMENT CLARIFICATION

This case is being filed to correct an ownership issue that occurred in the application process with the City of Bel Aire in April, 2023 (See PUD-23-02). The Applicants are not seeking to modify or make any additional changes to the PUD from that approved by the Planning Commission and City Council within the previously mentioned Application.



CLEAR TITLE

Scrivener's Affidavit

FILE NUMBER T2102059

NAME OF DOCUMENT & DATE: Warranty Deed dated March 12, 2021

GRANTOR: City of Bel Aire

GRANTEE: ME Enterprises IV, LLC, a Limited Liability Company

GRANTEE MAILING ADDRESS: 2101 East 21st St North, Wichita, KS 67214

LEGAL DESCRIPTION: Reserve A, Block 2, TIERRA VERDE SOUTH ADDITION, a Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas.

RE: Warranty Deed dated March 12, 2021 and recorded on March 18, 2021 at 08:39:48 am in Document Number: 30041652; Receipt #: 2223922 in the Sedgwick County, Kansas Recorder of Deeds.

****This Affidavit is being recorded to correct part of the previously recorded Warranty Deed:**

The original Warranty Deed had the Grantee listed as City of Bel Aire. This re-recording is being done to correct the name to show as City of Bel Aire, Land Bank.

IN WITNESS WHEREOF, Affiant has hereunto set his/her hand this 19 day of April, 2021.

Brett R. Hart

Signature

Brett R. Hart

Printed Name of Affiant

STATE OF Kansas) ss.

COUNTY OF Johnson)

On this 19 day of April, 2021, before me appeared, Brett R. Hart
Affiant, as Representative of Clear Title, to me personally known and upon being duly sworn under oath stated that he/she is authorized to execute the document herein, and acknowledged that he/she executed the same at his/her free will. He/She did say the following statements are true and correct to the best of his/her knowledge and belief: that the Warranty Deed is to be corrected as listed above.

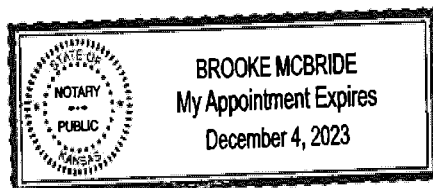
Subscribed and sworn to before me this 19 day of April, 2021.

Brooke McBride

Signature

Brooke McBride

Notary Printed Name:



Affidavit of Publication

STATE OF KANSAS,
SEDGWICK COUNTY, ss.

Bel Aire public notice

(Published in The Ark Valley News Dec. 21, 2023.)

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on January 11, 2024, the City of Bel Aire Planning Commission will consider the following PUD revision to existing document changes hearing in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

PUD-23-04. Proposed document changes within the current PUD to allow multi-family. R-5 and R-6 zoning districts Tierra Verde South Addition PUD; doesn't have re-platting changes at this time. 57.38+/- acres. Formerly, case number PUD-23-02.

Legal Description: (A complete legal description is available for public inspection which is on file with the Zoning Administrator at City Hall.)

General Location: ½ mile north of 45th on the west side of Webb Road.

You may appear at this time either in person or by agent or attorney, if you so desire, and be heard on the matter. Sub- Division regulations wishes of all the persons interested in the case, the Planning Commission may close the hearing and consider a recommendation to the Governing Body, which, if approved under the City Zoning and Sub- Division regulations, would be effectuated by city code. The public hearing may be recessed and continued from time to time without notice.

DATED this 15 day of December, 2023.

/s/ Anne Stephens
Bel Aire Planning Commission Secretary

Chris Strunk, being first duly sworn, deposes and says: That he is Publisher of The Ark Valley News, formerly The Valley Center Index, a weekly newspaper printed in the State of Kansas, and published in and of general circulation in Sedgwick County Kansas, with a general paid circulation on a yearly basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Valley Center in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 21st day of December, 2023, with subsequent publications being made on the following dates:

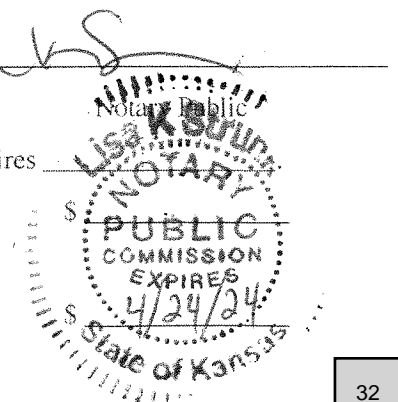
_____, 2023 _____, 2023
_____, 2023 _____, 2023
_____, 2023 _____, 2023

Subscribed and sworn to before me this 21st day of December, 2023.

My commission expires _____

Additional copies _____

Printer's fee _____





OWNERSHIP LIST

PROPERTY DESCRIPTION		PROPERTY OWNER
Lot 1, Blk 1 AND Lots 3 thru 8 inclusive, Blk 1 AND Lots 2, 3, & 4, Blk 2 Part of Subject Property	Tierra Verde South Addition	ME Enterprises IV, LLC 2101 E. 21st St. Wichita, KS 67214
Lot 2, Blk 1, EXC begin 458.66' SEly of NE corner of Lot 2; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin; & EXC that part of Lot 2 comm at N-most NE corner thereof; th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & W along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin AND Lot 1, Blk 2 AND Reserve B Part of Subject Property	"	North Webb, LLC PO Box 377 Attica, KS 67009
Begin 458.66' SEly of NE corner of Lot 2, Blk 1; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin Part of Subject Property	"	City of Bel Aire 7651 E. Central Park Ave. Bel Aire, KS 67226



Security 1st Title

Section XI, Item B.

That part of Lot 2, Blk 1, comm at N-most NE corner thereof; th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & W along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin Part of Subject Property	"	Tierra Webb Properties, LLC PO Box 377 Attica, KS 67009
Reserves A, C, D, E, F, G, H, I, & J Part of Subject Property	"	City of Bel Aire, Kansas, Land Bank 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk C	Sunflower Commerce Park Addition	Webb Industrial, LLC PO Box 45 Columbus, KS 66725
Lot 1, Blk 1	Eighty-Four Lumber Addition	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
The N/2 of the SW/4, EXC that part lying N & W of MOPAC Railroad r.o.w., 21-26-2E		Webb254, LLC 833 S. East Ave. Columbus, KS 66725
The N 150' of the W 340' of the N/2 of the SW/4, EXC the W 60' for road, 21-26-2E AND Begin at NW corner of SW/4, th. E to MOPAC r.o.w.; th. SWly along r.o.w. to W line of SW/4; th. N to begin, EXC the W 340' of the N 150' thereof, 21-26-2E		Bryant Family Trust R. Kevin Bryant & Sherlyn K. Bryant 4956 N. Webb Rd. Wichita, KS 67226
Lot 2, Blk 2 AND Reserve A	Bel Aire Industrial Park Addition	WAM Investments #11, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
Lot 4, Blk 2, EXC begin at SE corner, th. SW 42.42' to W line of SE/4 of SE/4 of Sect. 20-26-2E; th. N 133.99' to point on Ely line of Lot 4; th. SE 127.10' to begin	"	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206



Reserve B	"	Security Bank of Kansas City 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk 1, EXC begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4; th. N 461.87' to Sly r.o.w. line of Union Pacific RR; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin AND That part of Lot 1, Blk 1, begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4; th. N 461.87' to Sly r.o.w. line of Union Pacific RR; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin	Bel Aire Industrial Park 2nd Addition	WAM Investments, LLC (Prior-WAM Capital Corporation) 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
Lots 10 thru 14 inclusive, Blk 2 AND Lots 22 thru 26 inclusive, Blk 2 AND Reserve E	Sawmill Creek Addition	Sawmill Properties, LLC 9235 E. Harry, Ste. 100 Wichita, KS 67207
Lot 46, Blk 2	"	Benjamin J. & Jennifer R. Fisher 8714 E. Scragg St. Wichita, KS 67226
Lot 47, Blk 2	"	David L. & Tamara S. Doan 8718 E. Scragg St. Wichita, KS 67226
Lot 1, Blk 3	"	Curtis A. & Cindy R. Nickel 8734 E. Blade St. Wichita, KS 67226
Lot 2, Blk 3	"	Larry R. & Debra J. Stene 8730 E. Blade St. Wichita, KS 67226
Lot 3, Blk 3	"	William F. Hensley, Jr. & Mary E. Hensley 8726 E. Blade St. Wichita, KS 67226



Security 1st Title

Section XI, Item B.

Lot 4, Blk 3	"	Vision Homes Investments, Inc. PO Box 224 Colwich, KS 67030
Lot 5, Blk 3	"	Scott G. & Laura N. Mossman 8718 E. Blade Ct. Wichita, KS 67226
Lot 6, Blk 3	"	Anil Amritial Bhula & Kirti Anil Bhula 8714 E. Blade Ct. Wichita, KS 67226
Lot 14, Blk 3	"	Hassan Abed Moubarak 8709 E. Scragg St. Wichita, KS 67226
Lot 15, Blk 3	"	Ahmad Moubarak 8713 E. Scragg St. Wichita, KS 67226
Lot 20, Blk 4	"	Christy J. Vasconcellos 8709 E. Millrun St. Wichita, KS 67226
Lot 21, Blk 4	"	Ricky J. & Terry L. Brittain 8713 E. Millrun St. Wichita, KS 67226
Lot 22, Blk 4	"	Asa M. & Vanessa G. Latour 8717 E. Millrun St. Wichita, KS 67226
Lot 23, Blk 4	"	Mitsunori & Hiroka Fujinuma 8721 E. Millrun St. Wichita, KS 67226
Lot 6, Blk 1	Pines at Sawmill Creek Addition	New Era III, LLC PO Box 487 Wichita, KS 67201
Lots 28 & 29, Blk A	Deer Run Addition to Bel Aire	2BD, LLC 2418 S. Hoover Wichita, KS 67215



Lots 24 & 25, Blk 1	Skyview at Block 49 Addition	JKC, LLC PO Box 10 McPherson, KS 67460
Lots 26, 27, & 28, Blk 1 AND Lot 1, Blk 5	"	C & J Investment Group, LLC 2222 SW 96th St. Sedgwick, KS 67135
Reserve C	"	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lots 14, 15, & 16, Blk D	Skyview at Block 49 2nd Addition	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lots 17, 18, & 19, Blk D AND Lot 20, EXC the W 1.20' thereof, Blk D AND Lot 21, & the W 1.20' of Lot 20, Blk D AND Lot 22, & the E 2.80' of Lot 23, Blk D AND Lot 23, EXC the E 2.80' thereof; & The E 4.30' of Lot 24, Blk D AND Lot 24, EXC the E 4.30' thereof; & The E 3' of Lot 25, Blk D AND Lot 25, EXC the E 3' thereof, Blk D	"	Superior Homes, LP 3500 N. Rock Rd., Bldg. 1600 Wichita, KS 67226
Lot 1, Blk 1 AND Reserve A	Skyview at Block 49 3rd Addition	Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226



Security 1st Title


Section XI, Item B.

We hereby certify the foregoing to be a true and correct list of the property owners of the herein before described tracts and lots within a 200 foot radius of:

All of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with All of Lots 1, 2, 3, and 4, Block 2, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with All of Reserves A, B, C, D, E, F, G, H, I, and J, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas.

as shown by the last deed of record filed in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 7th day of November, 2023, at 7:00 A.M.

SECURITY 1ST TITLE

By: 

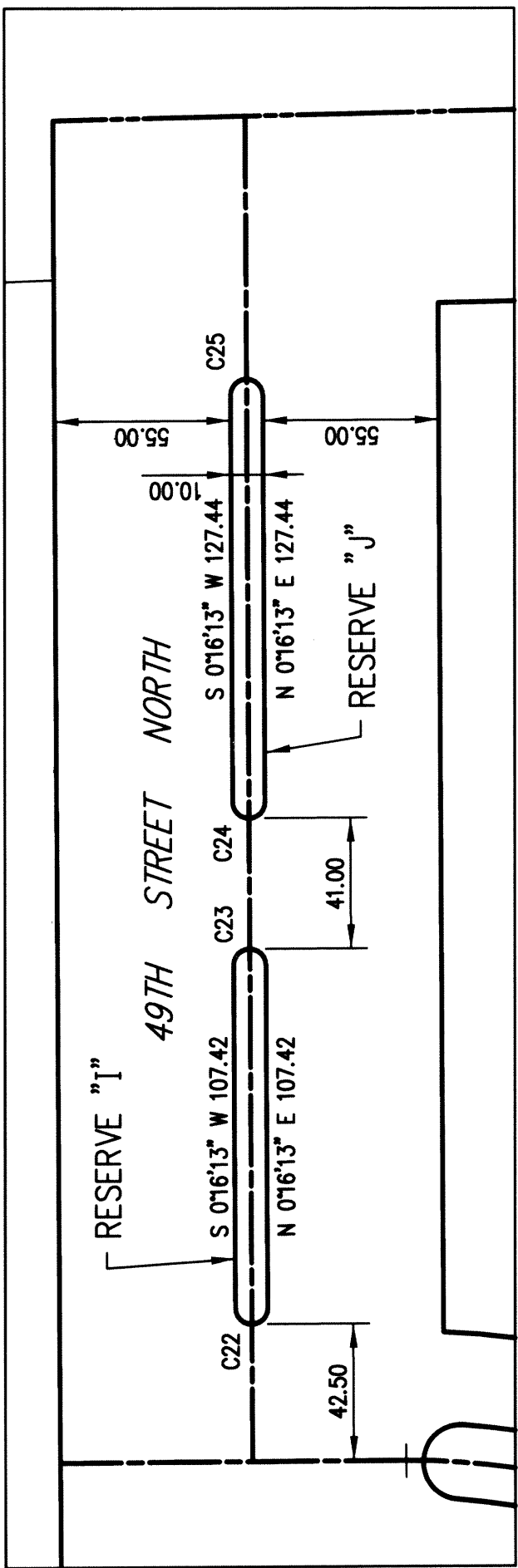
LICENSED ABSTRACTER

Order: OE008635
KJK

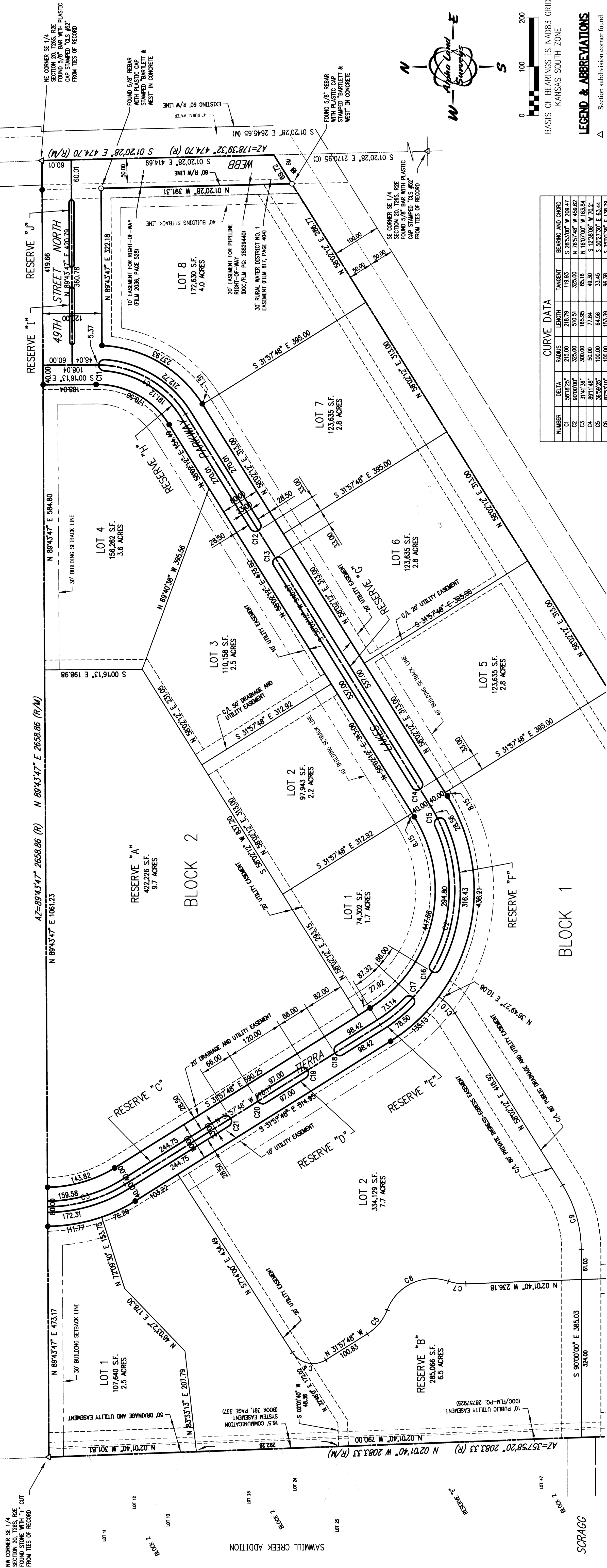
TIERRA VERDE SOUTH ADDITION

FINAL PLAT

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS
PAGE 1 OF 2



ENTRANCE RESERVE DETAIL



RESERVE NOTES:

RESERVES A AND B ARE PLATTED FOR A LAKE, DRAINAGE, SIDEWALKS, MONUMENTS, LANDSCAPING, IRRIGATION, OPEN SPACE AND BEEMING.
RESERVES C, D, E, F, G, H, I AND J ARE PLATTED FOR MONUMENTS, LANDSCAPING, IRRIGATION AND OPEN SPACE.
THE RESERVES SHALL BE OWNED AND MAINTAINED BY THE LOT OWNERS OR HOME OWNER'S ASSOCIATION.
THE STREETS ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC.
A DRAINAGE PLAN HAS BEEN DEVELOPED FOR THIS PLAT AND ALL DRAINAGE EASEMENTS, RIGHT-OF-WAY AND RESERVES SHALL REMAIN AT ESTABLISHED GRADES OR AS MODIFIED WITH THE APPROVAL OF THE APPLICABLE CITY OR COUNTY ENGINEER AND UNOBSERVED TO ALLOW FOR THE CONVEYANCE OF STORM WATER.

LEED DESIGN CRITERIA:

- IT IS THE INTENT OF THE DEVELOPER(S) FOR TIERRA VERDE DEVELOPMENT TO DESIGN A SUSTAINABLE PROJECT USING DESIGN CRITERIA FROM THE MOST CURRENT VERSION OF THE LEED NEIGHBORHOOD DEVELOPMENT RATING SYSTEM. ALL PROPOSED INDIVIDUAL SITE DESIGNERS SHALL BE REQUIRED TO PROVIDE A LEED CERTIFICATION REVIEW TERM TO THE LEED DESIGN CRITERIA AND TO THE LEED DESIGN CRITERIA. THE FOLLOWING LEED NO DESIGN ITEMS SHALL BE APPLIED TO ALL DEVELOPMENT WITHIN THE PUD.
 - THE POSTED SPEED LIMIT FOR RESIDENTIAL AREAS WITHIN THE DEVELOPMENT SHALL BE A MAXIMUM OF 20 MPH.
 - THE POSTED SPEED LIMIT FOR ALL NON-RESIDENTIAL AREAS OR MIXED USE AREAS SHALL BE A MAXIMUM OF 20 MPH.
 - MINIMUM 4' WIDE SIDEWALKS SHALL BE REQUIRED ON BOTH SIDES OF THE STREET ADJACENT TO THE RIGHT-OF-WAY LINE.
 - NO VEHICULAR PARKING IS ALLOWED WITHIN THE STREET RIGHT-OF-WAY.
 - ALL STREETS AND PEDESTRIAN SIDEWALKS OR OTHER PATHWAYS OF TRAVEL ARE AVAILABLE FOR GENERAL PUBLIC USE AND SHALL NOT BE GATED.

CLOSURE COMPUTATION:

LINE COURSE: $AZ=178^{\circ}59'32''$ E: 677935.89
LINE COURSE: $AZ=178^{\circ}59'32''$ E: 686964.66
LINE COURSE: $AZ=178^{\circ}59'32''$ E: 474.70
LINE COURSE: $AZ=178^{\circ}59'32''$ E: 1880605.76
LINE COURSE: $AZ=238^{\circ}02'12''$ E: 3060.20
LINE COURSE: $AZ=357^{\circ}58'20''$ E: 1678009.53
LINE COURSE: $AZ=357^{\circ}58'20''$ E: 2083.33
AREA: 77,801 ACRES 3,393,368 S.F.
PERIMETER: 8277.09
ERROR OF CLOSURE: 0.0100
ERROR OF CLOSURE COURSE: $AZ=44^{\circ}19'10''$
ERROR NORTH: 0.0000 ERROR EAST: -0.0100
PRECISION 1 : 827826

NUMBER	DELTA	RADIUS	LENGTH	TANGENT	BEARING AND CHORD
C1	89°12'25"	215.00	216.79	119.53	S 285°30'07" W 208.47
C2	90°00'00"	326.00	510.51	325.00	N 79°57'48" W 498.62
C3	31°11'36"	300.00	165.95	85.16	N 15°07'00" W 163.64
C4	89°11'46"	50.00	77.84	49.50	S 12°30'06" W 79.21
C5	89°11'46"	50.00	77.84	49.50	S 12°30'06" W 79.21
C6	89°11'46"	50.00	77.84	49.50	S 12°30'06" W 79.21
C7	29°57'37"	100.00	153.39	36.36	S 29°02'09" W 36.36
C8	11°52'58"	225.00	470.59	386.21	S 61°59'44" E 386.58
C9	31°57'48"	250.00	139.47	71.60	N 74°01'06" E 137.68
C10	31°57'48"	250.00	139.47	71.60	N 74°01'06" E 137.68
C11	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C12	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C13	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C14	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C15	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C16	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C17	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C18	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C19	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C20	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C21	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C22	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C23	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C24	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00
C25	18°00'00"	11.50	36.13	INFINITE	S 85°46'48" E 23.00

LEGEND & ABBREVIATIONS

- △ Survey monument found
- Set 1/4" ALPHABETIC CORNER CAP
- Set 1/4" ALPHABETIC CORNER CAP
- C Calculated
- R Record
- M Measured
 R/W Right of Way | AZ Azimuth | N North | S South | E East | W West | S.F. Square Feet | Degrees | Feet or Minutes | Feet or Seconds |

CURVE DATA

0 100 200
BASIS OF BEARINGS IS NAD83 GRID
KANSAS SOUTH ZONE



This digital plat record accurately reproduces in all details the original plat filed with the Sedgwick County Register of Deeds. Digitized under the supervision of Register of Deeds Bill Meek by Sedgwick County Geographic Information Systems.

Bill Meek, Register of Deeds
Digitized rendition of original signature

Inches

Inches

City of Bel Aire, Kansas

STAFF REPORT

DATE: February 13, 2024

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 53rd Street, Oliver to Woodlawn Reconstruction Bids**BACKGROUND:**

The City has been working on the reconstruction of 53rd Street from Oliver to Woodlawn for several years. Garver was selected to provide design services. Construction bids were accepted on February 13, 2023. Proposals for construction observation services will be accepted on February 27th and be presented to Council for consideration on March 5th.

DISCUSSION:

Bids were accepted on February 13th for the project. The project was bid with two alternatives – Alternate 1 was for concrete paving in lieu of asphalt paving. Alternate 2 was for the asphalt overlay of 53rd from Woodlawn to Rock Road. Start and Completion dates were also bid out. Four contractors responded to the solicitation.

	Engineer's Estimate	APAC	Kansas Paving	Pearson	Pardo
Base Bid	\$1,906,687.00	\$1,767,210.75	\$1,541,211.00	\$1,554,703.10	No Bid
Add/Alt 1	\$332,028.00	\$202,906.00	\$216,740.50	\$202,906.00	\$774,732.00
Base Bid + Add/Alt. 1	\$2,238,715.00	\$1,970,116.75	\$1,757,951.50	\$1,757,609.10	\$1,999,822.90
Add/Alt 2	\$290,205.00	\$197,679.01	\$213,269.70	\$178,422.00	No Bid
Base Bid + Add/Alt 2	\$2,196,892.00	\$1,964,889.76	\$1,754,480.70	\$1,733,125.10	\$1,999,822.90
Base Bid + Add/Alt 1 + Add Alt 2	\$2,528,920.00	\$2,167,795.76	\$1,971,221.20	\$1,936,031.10	\$1,999,822.90
Asphalt Substantial Completion	October 1 st	August 15 th	October 1 st	October 1 st	No Bid
Asphalt Final Completion	October 31 st	September 14 th	October 1 st	October 25 th	No Bid
Concrete Pavement Completion	October 1 st	September 15 th	October 1 st	November 29 th	October 1 st
Concrete Final Completion	October 31 st	October 1 st	November 15 th	December 20 th	October 20 th

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

POLICY DECISION: Staff adhered to the purchasing policy in gathering a minimum of three bids for the project.

RECOMENDATION: Council is going to have to decide how much the quicker completion date is worth. The City has worked with all three of the four contractors. The City has not worked with APAC recently, but they have a good reputation in the area. Any of the four contractors will do a good job for the City if selected for this project.

Section XI, Item C.

			Engineers Estimate		Contractor		Apac		Kansas Paving		Pearson		Prado									
Water Project	Quantity	Unit	Extension	Total	Extension	Total	Extension	Total	Extension	Total	Extension	Total	Extension	Total								
1 Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 135,400.00	\$ 135,400.00	\$ 80,000.00	\$ 80,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00								
2 Site Clearing	1	LS	\$ 125,000.00	\$ 125,000.00	\$ 45,000.00	\$ 45,000.00	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00								
3 Site Restoration	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 75,000.00	\$ 75,000.00	\$ 40,000.00	\$ 40,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00								
4 Transportation of Salvagable Materials	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00								
5 Removal of Existing Structures	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 13,500.00	\$ 13,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00								
6 Excavation, Common	6925	cy	\$ 10.00	\$ 69,250.00	\$ 4.55	\$ 31,508.75	\$ 4.55	\$ 31,508.75	\$ 8.00	\$ 55,400.00	\$ 8.00	\$ 55,400.00	\$ 8.00	\$ 55,400.00								
7 Compacted Fill	4582	cy	\$ 3.00	\$ 13,746.00	\$ 0.75	\$ 3,436.50	\$ 0.75	\$ 3,436.50	\$ 1.00	\$ 4,582.00	\$ 2.00	\$ 9,164.00	\$ 2.00	\$ 9,164.00								
8 Removal of Unsuitable Material	2800	cy	\$ 15.00	\$ 42,000.00	\$ 1.50	\$ 4,200.00	\$ 1.50	\$ 4,200.00	\$ 8.00	\$ 22,400.00	\$ 6.00	\$ 16,800.00	\$ 6.00	\$ 16,800.00								
9 Select Fill, Contractor Provided	2800	cy	\$ 20.00	\$ 56,000.00	\$ 2.25	\$ 6,300.00	\$ 2.25	\$ 6,300.00	\$ 7.00	\$ 19,600.00	\$ 12.00	\$ 33,600.00	\$ 12.00	\$ 33,600.00								
10 Removal of Existing Asphalt Pavement	2035	sy	\$ 10.00	\$ 20,350.00	\$ 5.15	\$ 10,480.25	\$ 5.15	\$ 10,480.25	\$ 3.00	\$ 6,105.00	\$ 3.00	\$ 6,105.00	\$ 3.00	\$ 6,105.00								
11 Removal of Existing Concrete Pavement	831	sy	\$ 20.00	\$ 16,620.00	\$ 6.65	\$ 5,526.15	\$ 6.65	\$ 5,526.15	\$ 2.00	\$ 1,662.00	\$ 5.00	\$ 4,155.00	\$ 5.00	\$ 4,155.00								
12 Scarify and Recompact Existing Roadway (8")	13435	sy	\$ 3.00	\$ 40,305.00	\$ 1.75	\$ 23,511.25	\$ 1.75	\$ 23,511.25	\$ 1.25	\$ 16,793.75	\$ 6.00	\$ 80,610.00	\$ 6.00	\$ 80,610.00								
13 AC Pavement 7" (5" Bit. Base) (BM-2)	18446	sy	\$ 32.00	\$ 590,272.00	\$ 34.00	\$ 627,164.00	\$ 32.00	\$ 590,272.00	\$ 29.00	\$ 534,934.00	\$ -	\$ -	\$ -	\$ -								
14 Concrete Valley Gutter Pavement (7")	515	sy	\$ 60.00	\$ 30,900.00	\$ 68.00	\$ 35,020.00	\$ 80.00	\$ 41,200.00	\$ 80.00	\$ 41,200.00	\$ 60.00	\$ 30,900.00	\$ 60.00	\$ 30,900.00								
15 Driveway Concrete Pavement (6") (Reinforced)(AE)	124	sy	\$ 45.00	\$ 5,580.00	\$ 75.00	\$ 9,300.00	\$ 50.00	\$ 6,200.00	\$ 60.00	\$ 7,440.00	\$ 58.00	\$ 7,192.00	\$ 58.00	\$ 7,192.00								
16 AC Driveway (6") (4" Bit. Base)(BM-2)	437	sy	\$ 25.00	\$ 10,925.00	\$ 60.00	\$ 26,220.00	\$ 50.00	\$ 21,850.00	\$ 32.00	\$ 13,984.00	\$ 52.00	\$ 22,724.00	\$ 52.00	\$ 22,724.00								
17 AB-3 Shoulder, 2" Width	2332	sy	\$ 8.00	\$ 18,656.00	\$ 18.00	\$ 41,976.00	\$ 7.00	\$ 16,324.00	\$ 14.00	\$ 32,648.00	\$ 10.00	\$ 23,320.00	\$ 10.00	\$ 23,320.00								
18 Concrete Flume	196	lf	\$ 50.00	\$ 9,800.00	\$ 78.00	\$ 15,288.00	\$ 35.00	\$ 6,860.00	\$ 37.00	\$ 7,252.00	\$ 30.00	\$ 5,880.00	\$ 30.00	\$ 5,880.00								
19 SWS Removed and Reset	0	ea	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
20 End Sections Removed and Reset	0	ea	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
21 Flowable Fill	281	lf	\$ 20.00	\$ 5,620.00	\$ 7.00	\$ 1,967.00	\$ 95.00	\$ 26,695.00	\$ 130.00	\$ 36,530.00	\$ 130.00	\$ 36,530.00	\$ 130.00	\$ 36,530.00								
22 Crushed Rock Base 6" Reinforced	19586	sy	\$ 11.00	\$ 215,446.00	\$ 11.50	\$ 225,239.00	\$ 9.00	\$ 176,274.00	\$ 8.50	\$ 166,481.00	\$ 9.00	\$ 176,274.00	\$ 9.00	\$ 176,274.00								
23 Crushed Rock Base 5" Reinforced	1076	sy	\$ 10.00	\$ 10,760.00	\$ 12.50	\$ 13,450.00	\$ 10.00	\$ 10,760.00	\$ 7.50	\$ 8,070.00	\$ 8.00	\$ 8,608.00	\$ 8.00	\$ 8,608.00								
24 Pipe, SWS 42X27", RCPE	118	lf	\$ 135.00	\$ 15,930.00	\$ 400.00	\$ 47,200.00	\$ 155.00	\$ 18,290.00	\$ 215.00	\$ 25,370.00	\$ 215.00	\$ 25,370.00	\$ 215.00	\$ 25,370.00								
25 Pipe, SWS 30", RCP	84	lf	\$ 120.00	\$ 10,080.00	\$ 250.00	\$ 21,000.00	\$ 100.00	\$ 8,400.00	\$ 140.00	\$ 11,760.00	\$ 140.00	\$ 11,760.00	\$ 140.00	\$ 11,760.00								
26 Pipe, SWS 24", RCP	49	lf	\$ 100.00	\$ 4,900.00	\$ 150.00	\$ 7,350.00	\$ 100.00	\$ 4,900.00	\$ 140.00	\$ 6,860.00	\$ 140.00	\$ 6,860.00	\$ 140.00	\$ 6,860.00								
27 Pipe, SWS 18", RCP	813	lf	\$ 90.00	\$ 73,170.00	\$ 90.00	\$ 73,170.00	\$ 70.00	\$ 56,910.00	\$ 95.00	\$ 80,080.50	\$ 95.00	\$ 80,080.50	\$ 95.00	\$ 80,080.50								
28 End Section, SWS 42X27", RCPE	4	ea	\$ 1,200.00	\$ 4,800.00	\$ 2,000.00	\$ 8,000.00	\$ 1,485.00	\$ 5,940.00	\$ 2,000.00	\$ 8,000.00	\$ 2,000.00	\$ 8,000.00	\$ 2,000.00	\$ 8,000.00								
29 End Section, SWS 30", RCP	3	ea	\$ 900.00	\$ 2,700.00	\$ 1,300.00	\$ 3,900.00	\$ 1,085.00	\$ 3,255.00	\$ 1,350.00	\$ 4,050.00	\$ 1,350.00	\$ 4,050.00	\$ 1,350.00	\$ 4,050.00								
30 End Section, SWS 24", RCP	2	ea	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 945.00	\$ 1,890.00	\$ 1,150.00	\$ 2,300.00	\$ 1,150.00	\$ 2,300.00	\$ 1,150.00	\$ 2,300.00								
31 End Section, SWS 18", RCP	30	ea	\$ 500.00	\$ 15,000.00	\$ 500.00	\$ 15,000.00	\$ 960.00	\$ 28,800.00	\$ 985.00	\$ 29,550.00	\$ 985.00	\$ 29,550.00	\$ 985.00	\$ 29,550.00								
32 5x3 RCBC	68	lf	\$ 1,500.00	\$ 102,000.00	\$ 900.00	\$ 61,200.00	\$ 460.00	\$ 31,280.00	\$ 550.00	\$ 37,400.00	\$ 550.00	\$ 37,400.00	\$ 550.00	\$ 37,400.00								
33 5x3 RCBC Cast-in-Place End Sections	2	ea	\$ 5,000.00	\$ 10,000.00	\$ 23,000.00	\$ 46,000.00	\$ 23,000.00	\$ 46,000.00	\$ 18,500.00	\$ 37,000.00	\$ 18,500.00	\$ 37,000.00	\$ 18,500.00	\$ 37,000.00								
34 MH, Type P (5' Dia.)	1	ea	\$ 5,500.00	\$ 5,500.00	\$ 2,200.00	\$ 2,200.00	\$ 3,525.00	\$ 3,525.00	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00								
35 MH, Type P (4' Dia.)	1	ea	\$ 4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,525.00	\$ 2,525.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00								
36 Backyard Inlet (4' Dia)	1	ea	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,055.00	\$ 3,055.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00								
37 RCBC Handrail	22	lf	\$ 500.00	\$ 11,000.00	\$ 450.00	\$ 9,900.00	\$ 450.00	\$ 9,900.00	\$ 226.00	\$ 4,972.00	\$ 230.00	\$ 5,060.00	\$ 230.00	\$ 5,060.00								
38 Rip-Rap, Light Stone w/ Bedding	289	sy	\$ 125.00	\$ 36,125.00	\$ 20.00	\$ 5,780.00	\$ 100.00	\$ 28,900.00	\$ 125.00	\$ 36,125.00	\$ 125.00	\$ 36,125.00	\$ 125.00	\$ 36,125.00								
39 Remove & Replace Air Release Vault	1	ea	\$ 3,500.00	\$ 3,500.00	\$ 8,775.00	\$ 8,775.00	\$ 6,390.00	\$ 6,390.00	\$ 10,900.00	\$ 10,900.00	\$ 10,900.00	\$ 10,900.00	\$ 10,900.00	\$ 10,900.00								
40 Pavement Marking	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00								
41 Signing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,650.00	\$ 3,650.00	\$ 3,650.00	\$ 3,650.00	\$ 3,650.00	\$ 3,650.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00								
42 Mailbox, Removed and Reset	3	ea	\$ 350.00	\$ 1,050.00	\$ 240.00	\$ 720.00	\$ 50.00	\$ 150.00	\$ 150.00	\$ 450.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00								
43 Construction Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 17,500.00	\$ 17,500.00	\$ 27,000.00	\$ 27,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00								
44 Seeding, Permanent (Hydroseeded)	5.6	ac	\$ 7,500.00	\$ 42,000.00	\$ 3,400.00	\$ 19,040.00	\$ 3,100.00	\$ 17,360.00	\$ 3,400.00	\$ 19,040.00	\$ 3,485.00	\$ 19,516.00	\$ 3,485.00	\$ 19,516.00								
45 BMP, Temporary Seeding	5.6	ac	\$ 2,000.00	\$ 11,200.00	\$ 1,200.00	\$ 6,720.00	\$ 1,000.00	\$ 5,600.00	\$ 1,200.00	\$ 6,720.00	\$ 385.00	\$ 2,156.00	\$ 385.00	\$ 2,156.00								
46 BMP, Erosion Control Blanket	8251	sy	\$ 2.00	\$ 16,502.00	\$ 1.35	\$ 11,138.85	\$ 0.10	\$ 825.10	\$ 1.35	\$ 11,138.85	\$ 1.40	\$ 11,551.40	\$ 1.40	\$ 11,551.40								
47 BMP, Ditch Checks	118	ea	\$ 100.00	\$ 11,800.00	\$ 110.00	\$ 12,980.00	\$ 1.00	\$ 118.00	\$ 110.00	\$ 12,980.00	\$ 200.00	\$ 23,600.00	\$ 200.00	\$ 23,600.00								
48 BMP, Construction Entrance	2	ea	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,150.00	\$ 2,300.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00								
49 Monument Box	1	ea	\$ 1,000.00	\$ 1,000.00	\$ 1,650.00	\$ 1,650.00	\$ 2,000.00	\$ 2,000.00	\$ 1,275.00	\$ 1,275.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00								
50 Portable Changeable Electronic Message Sign	150	day	\$ 100.00	\$ 15,000.00	\$ 35.00	\$ 5,250.00	\$ 35.00	\$ 5,250.00	\$ 50.00	\$ 7,500.00	\$ 50.00	\$ 7,500.00	\$ 50.00	\$ 7,500.00								
			Base Bid Subtotal		\$ 1,906,687.00		\$ 1,767,210.75		Base Bid Subtotal		\$ 1,541,211.00		Base Bid Subtotal		\$ 1,554,703.10		Base Bid Subtotal		\$ 1,225,090.90			
Add Alternate #1 - Concrete Pavement																						
Deduct 7" AC Pavement	18446	sy	\$ 32.00	\$ 590,272.00	\$ 34.00	\$ 627,164.00	\$ 32.00	\$ 590,272.00	\$ 29.00	\$ 534,934.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Add 6" Concrete Pavement	18446	sy	\$ 50.00	\$ 922,300.00	\$ 45.00	\$ 830,070.00	\$ 43.75	\$ 807,012.50	\$ 40.00	\$ 737,840.00	\$ 42.00	\$ 774,732.00	\$ 42.00	\$ 774,732.00	\$ 42.00	\$ 774,732.00	\$ 42.00	\$ 774,732.00	\$ 42.00	\$ 774,732.00		
			Add/Alt. #1 Subtotal		\$ 332,028.00		Add/Alt. #1 Subtotal		\$ 202,906.00		Add/Alt. #1 Subtotal		\$ 216,740.50		Add/Alt. #1 Subtotal		\$ 202,906.00		Add/Alt. #1 Subtotal		\$ 774,732.00	
			Base + Add/Alt. #1 Total		\$ 2,238,715.00		Base + Add/Alt. #1 Total		\$ 1,970,116.75		Base + Add/Alt. #1 Total		\$ 1,757,951.50		Base + Add/Alt. #1 Total		\$ 1,757,609.10		Base + Add/Alt. #1 Total		\$ 1,999,822.90	
Add Alternate #2 - Woodlawn to Rock Overlay																						
Edge Mill AC Pavement	208	sy	\$ 30.00	\$ 6,240.00	\$ 14.16	\$ 2,945.28	\$ 25.00	\$ 5,200.00	\$ 10.00	\$ 2,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Edge Mill Concrete Pavement	53	sy	\$ 90.00	\$ 4,770.00	\$ 14.16	\$ 750.48	\$ 60.00	\$ 3,180.00	\$ 10.00	\$ 530.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Regrade Existing Gravel Drive	110	sy	\$ 20.00	\$ 2,200.00	\$ 12.00	\$ 1,320.00	\$ 15.00	\$ 1,650.00	\$ 14.00	\$ 1,540.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

City of Bel Aire, Kansas

STAFF REPORT

DATE: February 13, 2024

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: KDOT KLBIP Agreement



BACKGROUND:

The City applied for grant funding in 2023 for assistance in removing the culvert bridge and replacing it with a box culvert that does not meet bridge criteria. The City was awarded a grant and the Agreement for this work is attached.

DISCUSSION:

KDOT considers a series of culvert pipes a bridge anytime the opening is greater than 20'. The series of culverts underneath Oliver, just south of 45th meets this criterion and is considered a bridge. This series of culverts was intended to be replaced with the 45th Street, Oliver to Woodlawn project, but when the funding opportunity came up, the City applied and was eventually awarded the grant. Garver is currently working on the design for the bridge replacement. There will be some additional engineering fees associated with breaking out the bridge into a separate set of bidding documents, but it will be significantly less than the benefits that the City is gaining from accepting the grant funds. That amendment to Garver's Engineering Services Agreement will be forth-coming.

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

POLICY DECISION: Council needs to consider entering into an agreement with KDOT in order to receive funding to offset the removal of the existing bridge structure and replace it with a non-bridge width box culvert.

RECOMENDATION: It is the recommendation of staff to enter into the agreement with KDOT for the grant funds to complete this project.

PROJECT NO. 087 U-2496-01
KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM
BRIDGE RECONSTRUCTION/REHABILITATION
BEL AIRE, KANSAS

PROJECT AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT), (the “Secretary”) and the **City of Bel Aire, Kansas** (“City”), collectively, the “Parties.”

RECITALS:

- A. The Kansas Legislature, through K.S.A. § 68-2314c, authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects to aid local public authorities in replacing or repairing bridges throughout the state. The Kansas Local Bridge Improvement Program (KLBIP) has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of bridges in the State of Kansas.
- C. The City has requested, and the Secretary has authorized, a project under the KLBIP, as further described in this Agreement.
- D. Cities and counties may be eligible to receive state assistance in the financing of the construction and reconstruction of bridges, roads, and state highways provided the work is required to be done in accordance with the laws of Kansas and any applicable federal requirements.

NOW THEREFORE, the Parties agree to the following terms and provisions:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means the City of Bel Aire, Kansas, with its place of business located at 7651 East Central Park Avenue, Bel Aire, KS 67226.

3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.
4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Hazardous Waste”** means includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.

12. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
14. **“MUTCD”** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.
15. **“NBI”** means the National Bridge Inventory, under the jurisdiction of the U.S. Department of Transportation, Federal Highway Administration.
16. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
19. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
20. **“Project”** means all phases and aspects of the KLBIP project to be undertaken by the City, being: **Replacement of Bridge No. 402120876525002 on North Oliver Street, located 0.02 mile south of East 45th Street North, over a tributary to East Fork of Chisholm Creek in the City of Bel Aire, Kansas**, and is the subject of this Agreement.
21. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
22. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
23. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
24. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

25. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively-owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	80% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$180,000.00.
City	20% of Participating Costs of Construction and CE until Secretary’s funding limit is reached. 100% of Participating Costs of Construction and CE after Secretary’s funding limit is reached. 100% of Non-Participating Costs, Preliminary Engineering (PE), Right of Way, and Utility adjustments.

2. **Funding Limitation.** No reimbursement shall be made for the costs of Preliminary Engineering, Right of Way acquisition, or Utility adjustments. No reimbursement will be made for work performed by City staff for project administration, engineering, or inspection.

3. **Reimbursement Payments.** The Secretary will make partial payments to the City for amounts not less than one thousand dollars (\$1,000.00) and no more frequently than monthly. Such payments will be made after receipt of proper billing; however, the Secretary will not make payments for reimbursement payments for Construction or Construction Engineering until the Project has been Let. **To be eligible for reimbursement, the Project must be under contract for construction prior to August 29, 2025.** A retainage of five hundred dollars (\$500.00) will be withheld from the final payment until the City completes its obligations under this Agreement, including all requirements of Exhibit A, Minimum Structure and Design Requirements.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to adopt all necessary ordinances or resolutions, and to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
2. **Letting and Administration by the City.** The City will prepare or contract to have prepared the Design Plans for the Project, Let the contract, and award the Construction contract to the lowest Responsible Bidder. The City agrees to construct or have constructed the Project in accordance with the final Design Plans; inspect or have inspected the construction; administer the Project; and make the payments due the Contractor, including the portion of cost borne by the Secretary.
3. **Design and Specifications.** The City shall design the Project or contract to have the Project designed in conformity with the appropriate design criteria for the Project in accordance with the City's established procedures, criteria, and industry standards. Specifically, the City agrees to comply with the technical and other requirements listed in Exhibit A - Structure and Design Requirements, which is attached and incorporated into this Agreement, as well as in conformity with applicable state, local, and federal law. The replacement structure design must meet current American Association of State Highway and Transportation Officials (AASHTO) Design requirements. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*
4. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:
 - (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
 - (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the City and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

5. **Responsibility for Adequacy of Design**. The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s or its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

6. **Authorization of Signatory**. The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

7. **Inspections**. The City will provide the Construction Engineering necessary to determine substantial compliance with the final Design Plans and this Agreement. The City will require at a minimum all personnel, whether City or Consultant to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for Construction Engineering, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

8. **General Indemnification**. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City’s employees, agents, subcontractors, or its consultants. The City shall not be

required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

9. **Indemnification by Contractors.** The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

10. **Reimbursement Requests.** The City shall submit invoices to the Secretary for reimbursement of costs incurred by the City for the Project. Invoices shall be submitted in amounts not less than one thousand dollars (\$1,000.00) and no more frequently than once per month. Invoices for reimbursement of costs for Construction and Construction Engineering (CE) are not eligible for reimbursement prior to the Project being Let and the Project being under contract for construction prior to the date specified in Article II, paragraph 3.

11. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

12. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

13. **Maintenance of Project.** When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

14. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project.

15. **Failure to Let.** The City acknowledges and agrees that the City's failure to award the construction contract for the Project by **August 29, 2025**, or within two (2) years from the Project

award, will be considered a constructive act of cancellation by the City and the City will be deemed to have cancelled the Project for purposes of this Agreement. In such instance, the City will be subject to the reimbursement requirements set forth in Article III, paragraph 14.

16. **Final Review.** Upon completion of the Project, the City shall notify Secretary and allow the Secretary or Secretary's designee to participate in a final review of the Project to confirm compliance with the terms of this Agreement. Reviews by the Secretary are not done for the benefit of City or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by City.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Final Plans and Attachments.** The final Design Plans, specifications, special provisions, Construction Contract Proposal (as available), the agreement estimate for Construction Engineering (if applicable), and other Attachments are all essential documents of this Agreement and are either attached to this Agreement or incorporated by reference and made a part of this Agreement as if set forth in their entirety herein.

2. **Compliance with Federal and State Laws.** The City shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the Project undertaken pursuant to this Agreement.

3. **Civil Rights Act.** The **Civil Rights Attachment, Rev. 01.24.2023** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions.** The provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into and made a part of this Agreement.

5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

Agreement No. _____
 Project No. 087 U-2496-01
 Bureau of Local Projects
 CMS Contract No. _____

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the City, and their successors in office.

8. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

10. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF BEL AIRE, KANSAS

 CITY CLERK (Date)

 MAYOR

(SEAL)

Agreement No. _____
Project No. 087 U-2496-01
Bureau of Local Projects
CMS Contract No. _____

Section XI, Item D.

Kansas Department of Transportation
Secretary of Transportation

BY: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- ☒ Exhibit A: Minimum Structure and Design Requirements
- ☒ Civil Rights Attachment, Rev. 01.24.2023
- ☒ Contractual Provisions Attachment (Form DA-146a)

*Note – If left unchecked, then inapplicable.

KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM FY 2024 (Minimum Structure and Design Requirements)

- ☐ The City will acquire the services of a Professional Engineer, licensed in the state of Kansas, to perform the design and analysis of the project. All plans shall have the seal and signature of the engineer in charge of their development.
- ☐ All bridges shall be designed to carry legal loads without load posting limitations.
- ☐ A scour evaluation shall be performed on all bridges to ensure the bridge is not scour critical. Submit the completed Scour Appraisal Form 2023 (found on KART).
- ☐ Provide Load and Resistance Factor Rating (LRFR) superstructure load ratings (including Federal Highway Administration (FHWA) mandated Specialized Hauling Vehicles and Emergency Vehicles). The use of AASHTO Bridge Design and Rating (BrDR) software is preferred. All bridges shall have a completed KDOT Bureau of Local Projects Load Rating Summary Sheet (LRSS) sealed and signed by a licensed Professional Engineer.
- ☐ The owner is responsible for acquiring all right-of-way, permits, and clearances needed for the Project.
- ☐ Within ninety (90) days of completion of construction, submit a complete initial inspection to KDOT Bureau of Local Projects. The initial inspection shall be performed under the supervision of a qualified Bridge Inspection Team Leader.
- ☐ Submit total project costs to KDOT Bureau of Local Projects upon project completion. (Includes but is not limited to right-of-way, utility relocation, design, construction, and inspection services costs.)
- ☐ Basic hydraulic analysis based on HDS-5 or HEC-18 as appropriate.
- ☐ Load and Resistance Factor Design (LRFD) HL-93 superstructure design.
- ☐ Use Allowable Stress Design (ASD) as a minimum for foundation design. Use Modified Engineering News Record Formula for Pile Driving.
- ☐ Bridges less than 75' in length:
 - ☐ Minimum of one geology core sample and analysis report at each bridge site sealed and signed by a qualified licensed professional.
- ☐ Bridges greater than or equal to 75' in length:
 - ☐ Follow requirements in the KDOT LPA Project Development Manual for geology requirements.
 - ☐ A KDOT plan review at the field check stage is required. Geology and planned foundations should be included in the field check plan review set.

Standard industry practice and sound engineering judgment in accordance with the Kansas State Board of Technical Professions shall be exercised at all times throughout the design and analysis phases of the Project.

KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it’s assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

State of Kansas
 Department of Administration DA-146a
 (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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



DATE: February 14, 2024
TO: Ty Lasher, City Manger
FROM: Ted Henry, Assistant City Manager/ Finance Director
SUBJECT: Server Migration and Upgrade Proposal

Summary

The current server infrastructure, specifically COBASBSP01, which is running on Windows Server 2012, is facing critical hardware and software challenges. With the operating system no longer supported by Microsoft, the risks associated with security vulnerabilities, and the potential for data loss due to hardware failure, are significantly high. The server currently has two failing drives, and the loss of an additional drive could result in the complete failure of our Domain Controller. To mitigate these risks and ensure business continuity, a migration to a cloud-based solution is proposed.

Proposed Solution

A cloud solution has been explored and quoted to address the immediate needs of reliability, scalability, and compliance. This solution involves:

Cloud Platform: Azure

Migration Strategy:

- Establishment of an Azure VPN Gateway to secure and facilitate the transition.
- Creation of new Virtual Machines (VMs) on Azure to host our services.
- Migration of all data, applications, and configurations to the new cloud environment.
- Configuration of roles on the new Azure Domain Controller (DC).

Decommissioning: Post-migration, the old server will be decommissioned to avoid unnecessary risks and costs.

Benefits

Security and Compliance: The new environment will be fully compliant with CJIS standards, ensuring data is protected according to required legal frameworks.

Reliability: By moving to Azure, we benefit from Microsoft's robust infrastructure, reducing the risk of hardware failures.

Scalability: Cloud services allow for easier scaling of resources based on demand, offering a flexible solution to our growing needs.

Cost: The subscription-based model based on consumption provides a predictable and more efficient cost structure compared to maintaining aging hardware.

Finance

Costs associated with this project will be paid by the Equipment Replacement Reserve Fund.

Conclusion

The migration to a cloud-based solution not only addresses the immediate risks posed by the current server's hardware failures and unsupported operating system but also positions our infrastructure for future growth and innovation. By adopting a scalable, secure, and compliant cloud environment, we ensure the continuity and efficiency of our operations, safeguarding our organization's data and services.

Urgent - COBASBSP01 has 2 failed drives - server needs replaced

City of Bel Aire

Prepared by: Kristen Ciarochi
Imagine IT, Inc.
February 2024



www.imagineiti.com

Overview

Here is a proposal to migrate COBASBSP01 to the Cloud:

Project Objectives

- Evaluate existing data.
- Create Azure VPN Gateway and configure.
- Create new VMs in Azure (DC, FS, PD).
- Create new folder structure and security settings.
- Pre-populate destination file system.
- Review security with Partner.
- Migrate home drives and redirected folders.
- Perform final cutover of shared drives/VMs.
- Configure Azure backups.
- Testing and Troubleshooting.
- Remove shares from source server.
- Decommission VMs and then server host.
- Update Documentation (photos, network maps, configs, etc.).

Monthly Subscriptions	Recurring	Qty	Ext. Recurring
Azure Global Resources (Bandwidth, VPN Firewall)	\$880.88	1	\$880.88
Note: The monthly cost is estimated and may fluctuate due to vendor price changes or changes in resource utilization.			
Monthly Subtotal:			\$880.88

Deployment Labor	Price	Qty	Ext. Price
Labor, Professional Services - Fixed Fee	\$23,397.50	1	\$23,397.50
Subtotal:			\$23,397.50

Scope Change Process

Scope Change Requests frequently occur during projects due to the dynamic and collaborative nature of project execution, even if there was significant due-diligence. The following process will be utilized if a change is identified which materially affects the scope described in this proposal:

1. Imagine IT will generate a Scope Change Request describing the identified change, the number of hours required to affect the change, any additional charges, and the timeline.
2. Upon signed approval by the customer, the work will be scheduled and performed.

Statement of Work - Fixed Fee

This Statement of Work ("SOW") is an addendum to the Master Service Agreement, dated April 1, 2023 ("MSA") is between Imagine IT ("Imagine IT") and City of Bel Aire ("Client"). Any capitalized terms used herein shall have the meaning given them in the MSA.

1. Scope. The services to be provided by Imagine IT by this SOW shall be as follows. Imagine IT shall perform:
 - Evaluate existing data.
 - Create Azure VPN Gateway and configure.
 - Create new VMs in Azure (DC, FS, PD).
 - Create new folder structure and security settings.
 - Pre-populate destination file system.
 - Review security with Partner.
 - Migrate home drives and redirected folders.
 - Perform final cutover of shared drives/VMs.
 - Configure Azure backups.
 - Testing and Troubleshooting.
 - Remove shares from source server.
 - Decommission VMs and then server host.
 - Update Documentation (photos, network maps, configs, etc.).
2. Fees. Client hereby engages with Imagine IT on a Fixed Fee basis in the amount listed below. Progress billing will be sent monthly until completion of the Services.
3. Client Obligations.
 - Cooperate with Imagine IT in all matters relating to the Services and appoint an employee to serve as the primary contact with respect to the Services and who will have the authority to act on behalf of Client with respect to matters pertaining to the Services.
 - Provide Imagine IT with reasonable access to Client's environment as may reasonably be required by Imagine IT for the purposes of performing the Services;
 - Respond promptly to any Imagine IT request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Imagine IT to perform Services;
 - Obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, the installation of the Imagine IT Equipment (if any), the use of Client's materials, and the use of the Client equipment.
4. Exclusions & Additional Terms
 - This SOW does not provide any terms or conditions associated with the purchase of Product, which shall be by a separate Addendum.
 - The cost to bring Client's System up to minimum standards required to perform Services.
 - Any Services related to the above are beyond the scope of Services and shall be on a time and materials basis in accordance with Imagine IT's standard rates together with Imagine IT's actual expenses. Imagine IT shall issue invoices to Client monthly in arrears for fees outside of Scope, together with a detailed breakdown of time, materials and expenses.

The Term of this SOW shall not be in accordance with the defined term for SOW's in the MSA but shall be until completion of the Services. This SOW is effective upon execution by Imagine IT and Client. Each party hereto warrants and represents that this SOW and the MSA constitute the legal, valid and binding obligation of such party as of the date signed by Client below ("SOW Effective Date").

Urgent - COBASBSP01 has 2 failed drives - server needs replaced



Prepared by:

Imagine IT, Inc.

Kristen Ciarochi

952-905-3700

kciarochi@imagineiti.com

Prepared for:

City of Bel Aire

7651 E Central Park Ave

Bel Aire, KS 67226-7600

Ted Henry

(316) 744-2451

thenry@belaireks.gov

Quote Information:

Quote #: 011512

Version: 1

Delivery Date: 02/12/2024

Expiration Date: 03/10/2024

Quote Summary

Description	Amount
Deployment Labor	\$23,397.50
Total:	\$23,397.50

Monthly Expenses Summary

Description	Amount
Monthly Subscriptions	\$880.88
Monthly Total:	\$880.88

Recurring MSP Agreement invoices are due on invoice date; all others NET 15 days. Hardware is invoiced upon receipt; project progress billing is sent monthly. Taxes, shipping, handling and other fees may apply. Leasing options are estimated. Imagine IT reserves the right to cancel this proposal due to pricing change or product availability at any time prior to acceptance by both parties. All products are custom ordered. If client wishes to return, cancel or change products after proposal acceptance, a restocking fee equal to 10% of returned products, excluding sales tax, will be assessed. Returns for defective products must be made within 30 days of delivery. The products proposed herein are subject to the manufacturer's warranty. Imagine IT does not warrant any products against manufacturer defect.

Imagine IT, Inc.

City of Bel Aire

Signature:

K. Ciarochi

Name:

Kristen Ciarochi

Title:

Quoting Specialist

Date:

02/12/2024

Signature:

Name:

Ted Henry

Date:

PO Number:



DATE: February 14, 2024
TO: Ty Lasher, City Manger
FROM: Ted Henry, Assistant City Manager/ Finance Director
SUBJECT: Security Shield Enrollment Proposal

Background

Due to increased cybersecurity threats to organizations in the State of Kansas, the City's IT provider, ImagineIT, is proposing enrollment in their Security Shield program.

Analysis

Based on the evolution of security over the past 2 to 3 years and in connection with increased requirements to obtain and retain Cyber Insurance, it's important for the City to increase the security posture to maintain a Safe and Stable security environment. The increase in security will allow for layers of security on top of the front line and monitoring that is already in place. There will be several increased vulnerabilities scanning remediation tools, both auto and human led. These scans, tools, clean-up allow for more layers of protection than just one. It's not unlike a defense in Football, when a runner gets past the defensive line, there's linebackers and safeties there to stop the runner. This is the same type of implementation, only with technological security.

There will also be a user-led remediation implementation. Tools will be implemented that will scan from known malicious sites, malicious content, and log in attempts from foreign countries (China, Russia) or log in attempts don't correspond with each other (log in from Bel-Aire then a log in attempt from New York).

Financial

\$1,989.20 recurring, \$6,000 one-time cost out of the General Fund Budget.

Recommendations/Actions

It is recommended the City Council accept the proposal as presented.

Attachments: Proposal

Security Shield Enrollment Proposal

City of Bel Aire

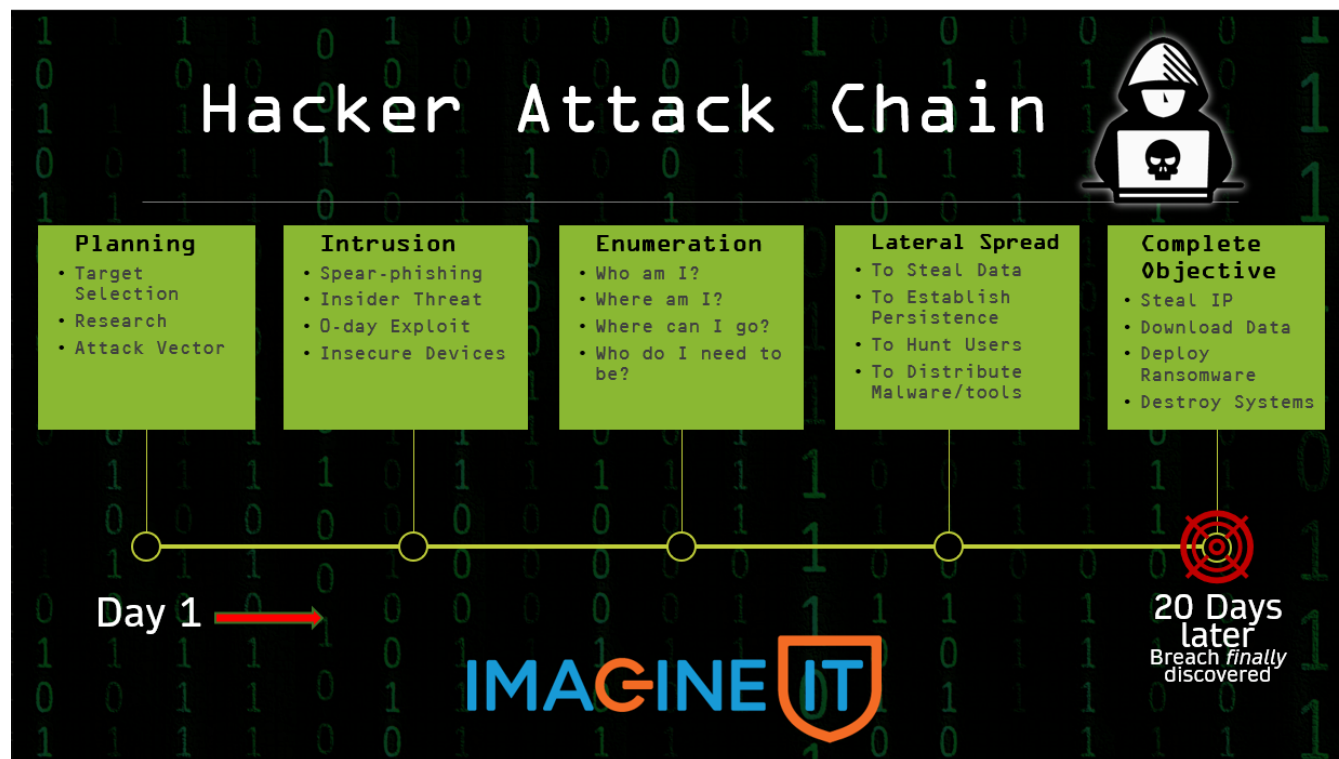
Prepared by: Peter Durand
Imagine IT, Inc.
November 2023



www.imagineiti.com

Overview

Cybersecurity is not an IT problem, it's a BUSINESS problem that impacts all departments. Unfortunately, the world has changed and traditional security technologies like firewalls, antivirus, VPN, and passwords are no longer enough. Breach tools and processes have become widespread and commoditized, and it's now just too easy for cyber-criminals to gain a foothold in business environments. Here is how hackers successfully compromise businesses...



According to the [2023 Diligent Institute survey of "What Directors Think"](#), board members ranked **cybersecurity as the most challenging issue to oversee**, ahead of digital transformation, innovation, new technologies and capital allocations.

The Critical Questions

Boards and executives need to be able to answer these critical questions...

- What are our most important assets and how are we protecting them?
- When will the attack come?
- Is the business prepared to detect it?
- Is it prepared to stop it?
- Can it mitigate the effects and get back to normal operations as quickly as possible?
- What will be the impact of the breach?
- If we become a victim:
 - Why did we wait to prioritize investments in cybersecurity?
 - Who is going to be held accountable?

The Executive Team must have a plan and prepare the entire organization for the eventuality of an attack. The question is not whether the attack is going to happen and how to prevent it.

Effects of a Security Breach



The most likely internal effects are:

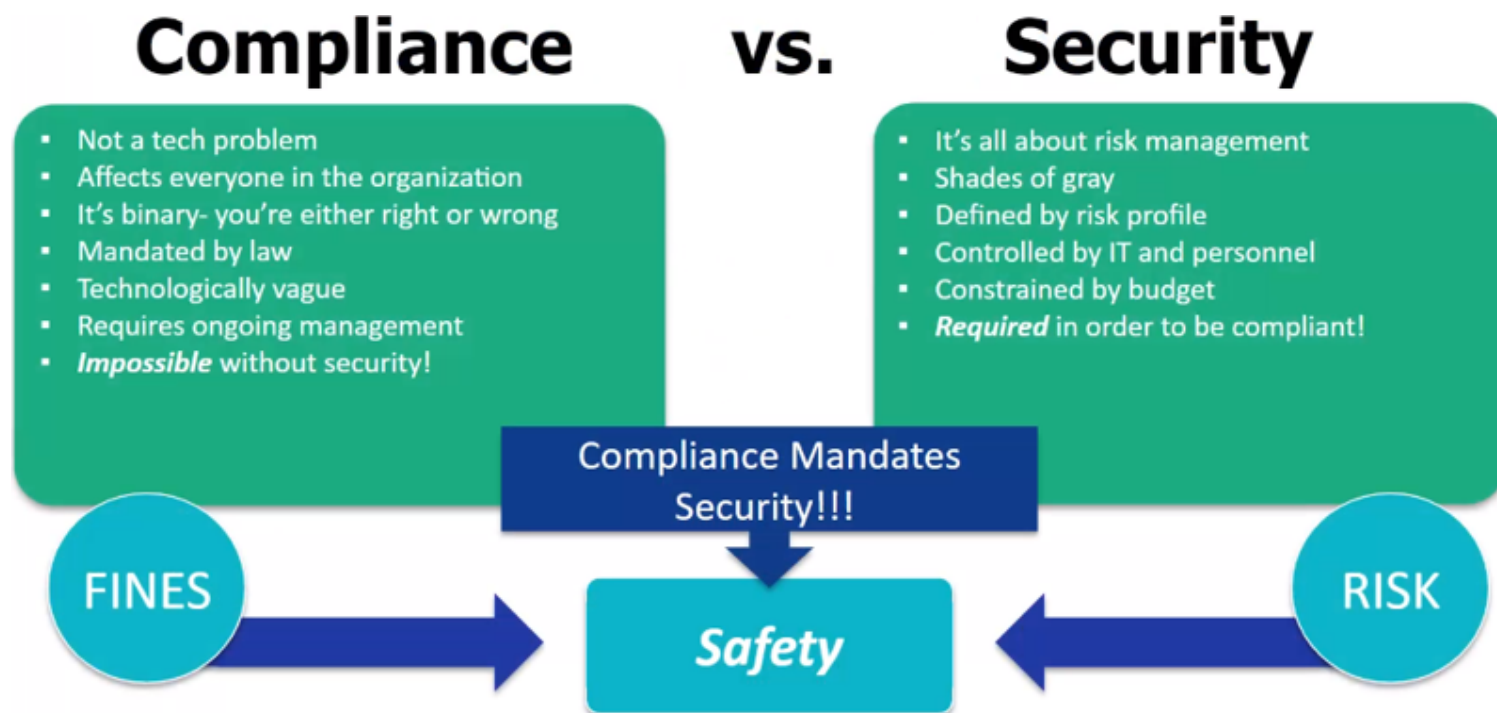
- ❗ Introduction of stricter security procedures (57%)
- ❗ Disciplinary action against employees (55%)
- ❗ Increase in workloads to fix issues and ensure it doesn't happen again (46%)
- ❗ Loss of employee motivation (41%)
- ❗ Staff losses (to join other companies/competitors) (34%)
- ❗ Potential resignation of a business decision maker (31%)

Cyber Insurance Requirements

Municipalities desire affordable cyber insurance. However, the insurance companies recently made qualifying MUCH more difficult, requiring businesses to maintain a security posture well above typical levels. It will be virtually impossible to qualify unless enrolled in a comprehensive and modern Managed Security program that can cover all the requirements.

Lloyd's of London recently announced they will no longer cover state-sponsored attacks. Other carriers will follow. What does that mean to your business? It is even more critical to avoid a serious breach.

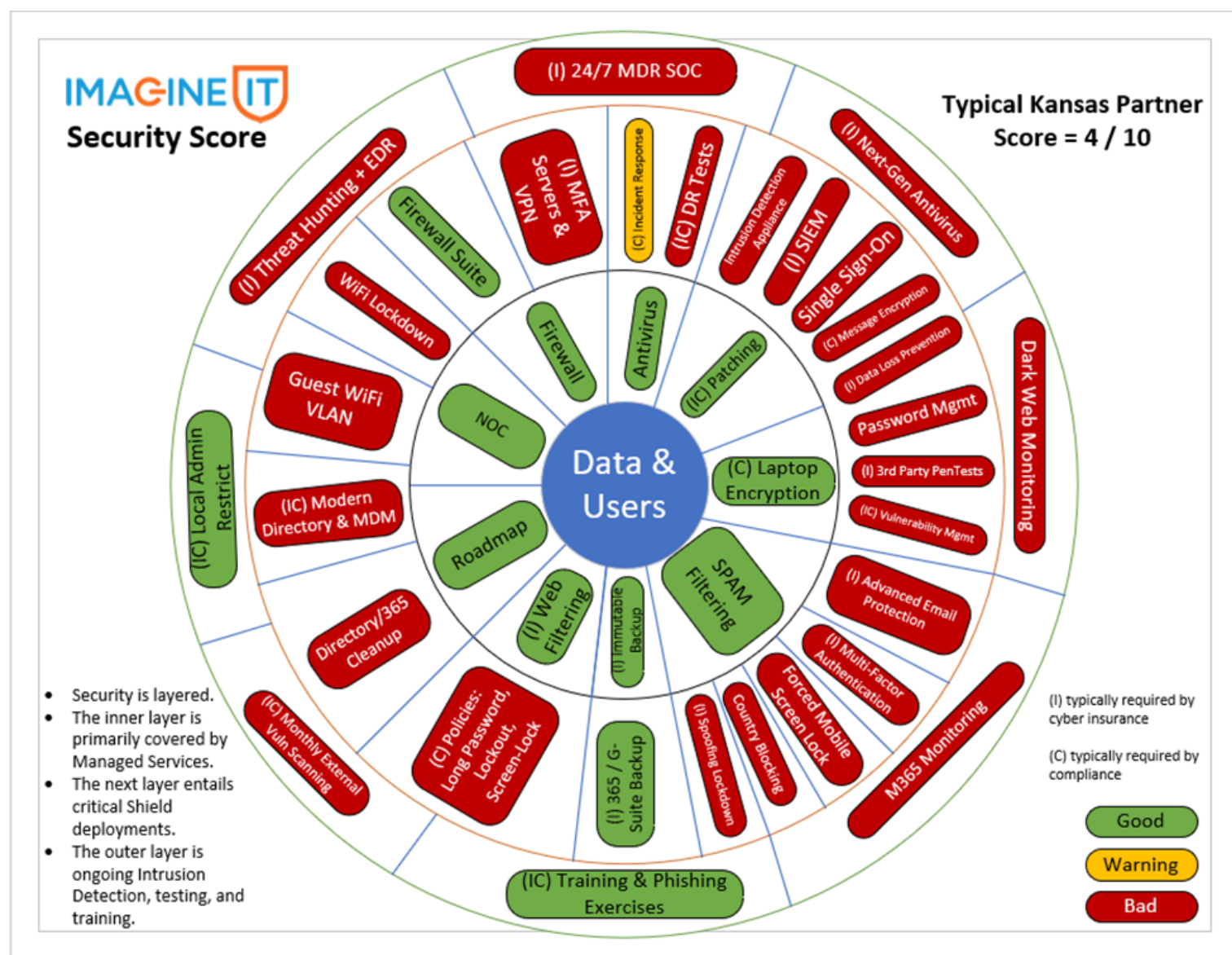
Compliance DOES NOT EQUAL Security



Current Security Posture

As you think about how skilled the cyber-criminals have become, and place that into the context of your current security posture represented below, it should become clear that it's only a matter of time before a breach takes place. And to be honest, you are bringing a knife to a gunfight, and we just can't protect you any longer with decades-old security practices. The **ONLY** way to protect your data and livelihood is to enroll in a robust Managed Security program, that for **roughly \$1/day/employee can protect THOUSANDS in daily revenue**.

Oh you have backups and insurance? Can you restore your reputation and business valuation? Or retrieve your Intellectual Property or confidential client information from the Dark Web? How long will it take to rebuild ALL endpoints after a broad Ransomware attack?



3 Month Target Security Posture

Deploy "Modern Security" solutions and processes to protect, monitor, investigate, and provide recurring user training. We call this "The Shield". The Shield is designed around the "Zero-Trust" model (assume breach, verify user, only access from approved devices) and the 5 pillars of the National Institute of Standards and Technology (NIST) Cybersecurity Framework:

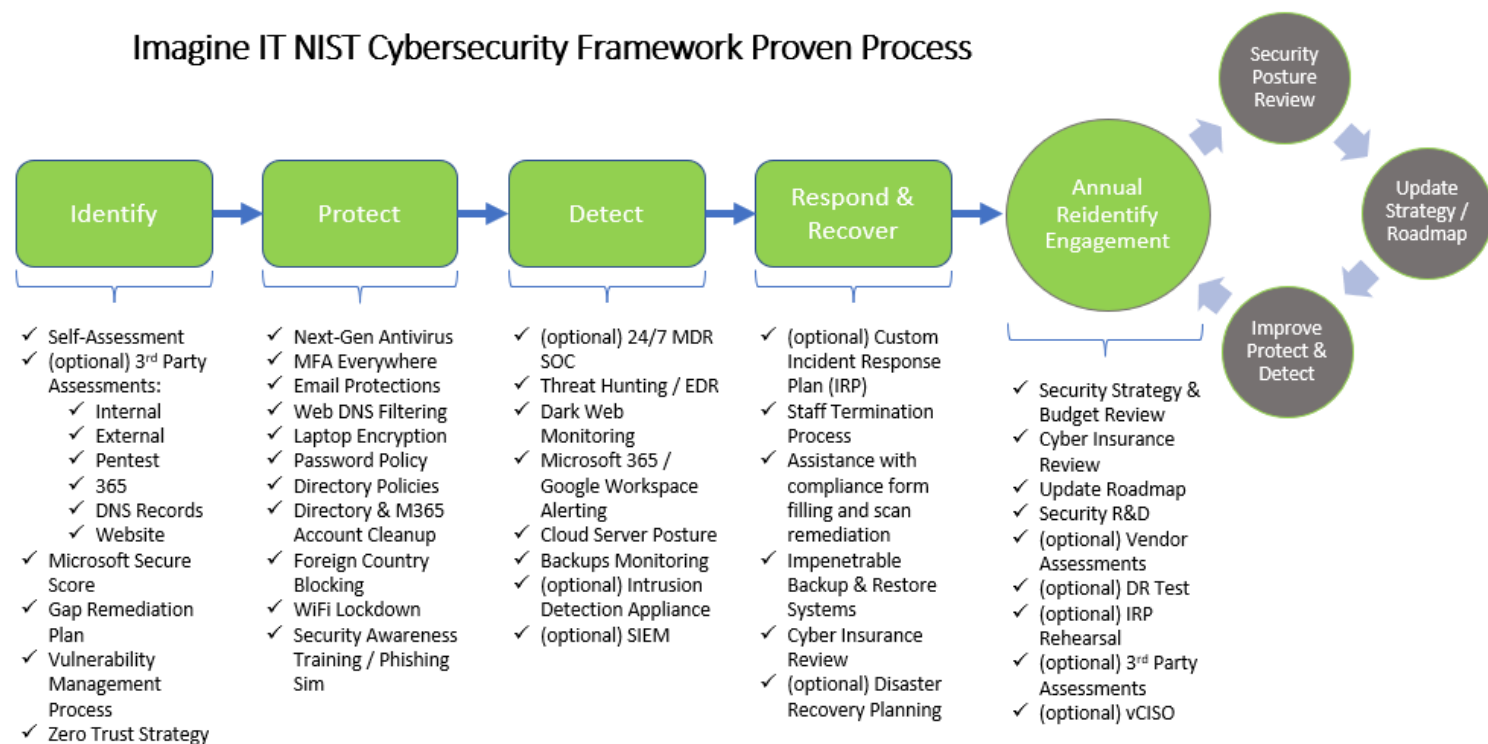
- **Identify:** Document the current gaps and make a remediation plan and timeline.
- **Protect:** Deploy technologies that avoid breaches.
- **Detect:** Deploy technologies that detect breaches (assume there will be breaches).
- **Respond:** Document a thorough Incident Response Plan, and rehearse it annually. Imagine IT has this.
- **Recover:** Deploy bullet-proof backup solutions, Cyber Insurance, and document a Disaster Recovery Plan.

Address "Cyber Resilience" (post breach remediation planning), not just "Cyber Security" alone (preventing breaches).

In short, we will:

- Lock it down
- Train your users (95% of breaches are caused by human error)
- Monitor for breaches
- Continually improve your security posture
- Make security a competitive advantage
- Protect reputation, revenue and business valuation

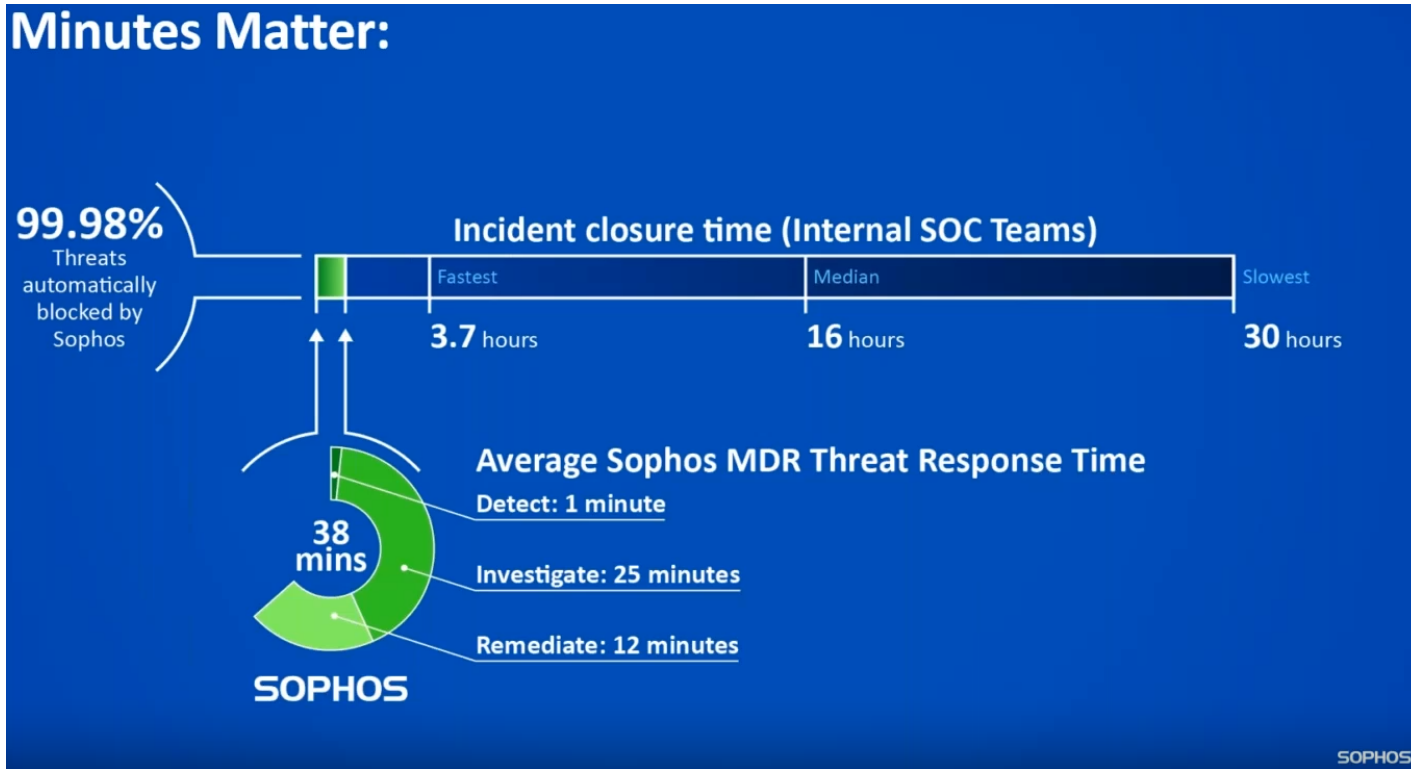
Imagine IT NIST Cybersecurity Framework Proven Process



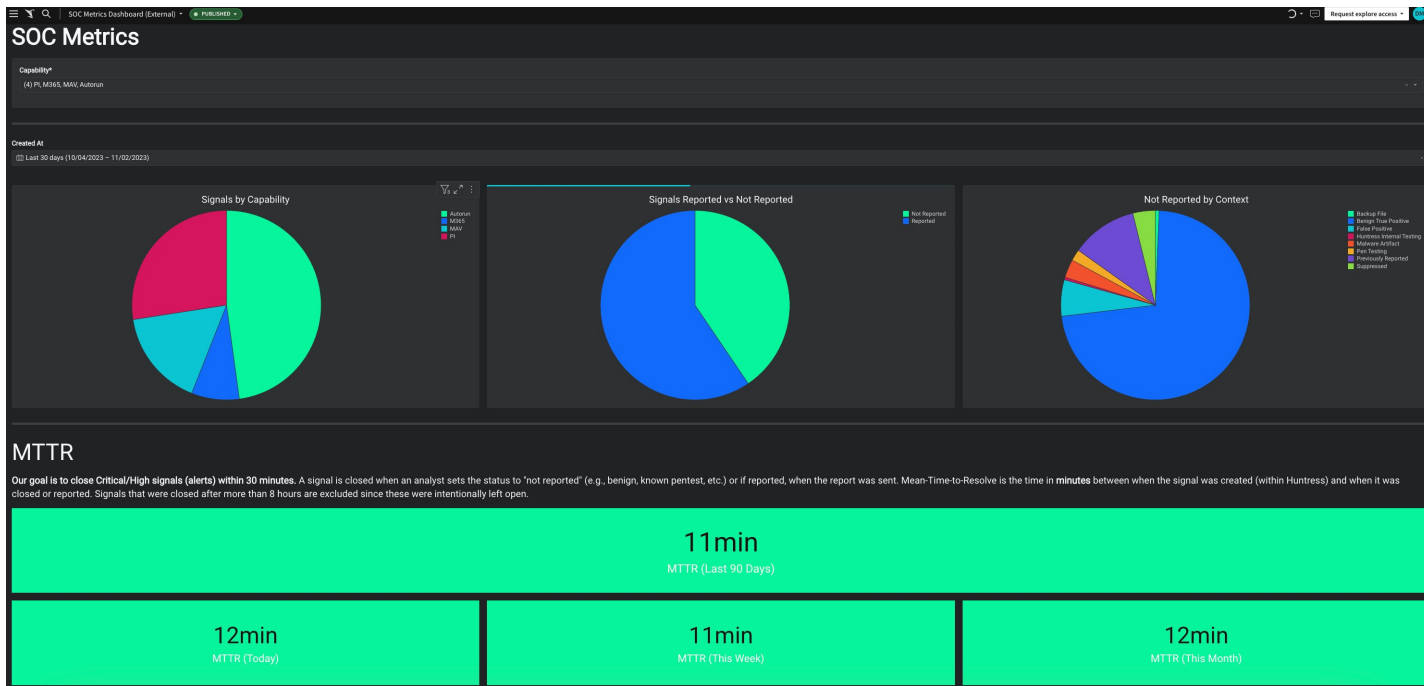
Blazing Fast Neutralization

The typical business Security Operations Center (SOC) average time from detection to neutralization = 16 hours (much too late).

The Imagine IT SOC average time from detection to neutralization = **11 minutes (hacker stopped)**.



Huntress SOC = 11 Minutes Average



Shield MDR Magic Quadrant

G2 MDR Magic Quadrant



Huntress and Sophos are both upper right...



Shield "Essentials" Program Monthly Costs	Recurring	Qty	Ext. Recurring
Security Shield Essentials (62 email users, 77 devices)	\$1,580.00	1	\$1,580.00
<ul style="list-style-type: none"> • Initial One-Time Protections (Email Security & MFA, WiFi Lockdown, etc....). • Next-Gen Antivirus Management. • 24/7 MDR Security Operations Center (SOC). Often required by cyber insurance. • 24/7 Human-Led Neutralization. • Proactive Threat Hunting. • Breached Device Isolation. • Recurring Security Awareness Training / Phishing Simulations. • Dark Web Monitoring. • Monthly Vulnerability Scanning (external only). • Cyber Insurance Form-Filling Assistance (remediation billed separately). • Compliance Form Filling Assistance for PCI-DSS and HIPAA (remediation billed separately). • Imagine IT Incident Response (up to 10 hrs/incident). 			
Monthly Subtotal:			\$1,580.00

Microsoft 365 Security Subscriptions	Recurring	Qty	Ext. Recurring
Microsoft Defender for Office 365 GCC (Plan 1) Monthly	\$2.40	62	\$148.80
Microsoft Defender for Cloud Apps [NCE] Monthly	\$4.20	62	\$260.40
Monthly Subtotal:			\$409.20

Shield Statement of Work - Fixed Fee

This Statement of Work ("SOW") is an addendum to the Master Service Agreement, dated April 1, 2023 ("MSA") is between Imagine IT ("Imagine IT") and ("Client"). Any capitalized terms used herein shall have the meaning given them in the MSA.

1. Scope. The services to be provided by Imagine IT by this SOW shall be as follows. Imagine IT shall perform:

Phase 1

- **Threat Hunting / EDR**
 - Without this, we cannot detect malicious activity that may have bypassed the antivirus or firewall.
- **Dark Web Monitoring**
 - Without this, we will not get alerted and cannot take action if a user's credentials are exposed.
- **Next-Gen Antivirus**
 - Without this, we cannot detect and take action on advanced types of malware and ransomware.
- **Vulnerability Scanning Platform (External Only)**
 - Without this, vulnerabilities may not be detected until it is too late.
 - Customer will be required to assist with much of the remediation, especially user applications.
- **Microsoft Defender for Office 365 (Plan 1)**
 - Without this, malicious links and attachments are more likely to make it into user mailboxes.
- **Microsoft Defender for Cloud Apps**
 - Without this, we may not get alerted to suspicious activity until it is too late.
- **(done) Microsoft 365 Backup**
 - Without this, it may be challenging to recover from an Office 365 breach, file loss, or corruption.

Phase 2

- **Microsoft 365 Phone/Tablet Inactivity Screen Lock**
 - Without this, a lost cell phone could expose confidential data and/or lead to a larger breach.
- **Microsoft 365 Block Email from Known Suspicious Countries**
 - Without this, users will be exposed to more SPAM and phishing.
- **Suspicious Country Blocking for Firewalls (best effort if not IIT Stack Firewall)**
 - Without this, hackers outside the U.S. can try to hack through your firewall.
- **Spoofing Email Lockdown of SPF/DKIM/DMARC records**
 - Without this, a skilled hacker could send messages with the exact spelling of your domain name, and legitimate outbound messages are more likely to end up in quarantine.
- **Spoofing Email Lockdown by enabling an "External Sender" banner**
 - Without this, it makes it more difficult for a user to spot an email imposter.
- **Directory & M365 Account Cleanup**
 - Without this, inactive account users and/or common usernames with weak passwords may lead to a breach, as do active users with Admin privileges.

Phase 3

- **Microsoft 365 Multi-Factor Authentication (MFA)**
 - Without this, a hacker can gain access to a mailbox and other 365 data and settings once they obtain the password.
- **(done) Recurring Security Awareness Training**
 - Without this, users will be more likely to make mistakes that could lead to a breach.
- **Long Password Policy**
 - Without this, powerful hacking tools can guess passwords very quickly.
- **Computer Inactivity Screen Lock**
 - Without this, a hacker could obtain access to a computer and confidential data.
- **(done) User Local Rights Lockdown**

- Without this, users can install unapproved applications, including malware.
- **Change WiFi WPA2 Password to a long Phrase**
 - Without this, it is fairly easy for a nearby hacker to get on the network.
- **Setup Guest WiFi VLAN (only for IIT Stack Switches and Access Points)**
 - Without this, a compromised cell phone could expose the network to malicious activity.

After Completion

- **Perform the Group Security Awareness Training Webinar (if approved).**
 - Without this users may fall for social engineering tactics.
- **Kickoff the 3rd Party Penetration Test (if approved).**
 - Without this, you may not be made aware of uncovered security vulnerabilities until it is too late.
 - Remediation is out of scope.

2. Fees. Client hereby engages with Imagine IT on a Fixed Fee basis in the amount listed below. Progress billing will be sent monthly until completion of the Services.

3. Client Obligations.

- Cooperate with Imagine IT in all matters relating to the Services and appoint an employee to serve as the primary contact with respect to the Services and who will have the authority to act on behalf of Client with respect to matters pertaining to the Services.
- Provide Imagine IT with reasonable access to Client's environment as may reasonably be required by Imagine IT for the purposes of performing the Services;
- Respond promptly to any Imagine IT request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Imagine IT to perform Services;
- Obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, the installation of the Imagine IT Equipment (if any), the use of Client's materials, and the use of the Client equipment.

4. Exclusions & Additional Terms

- This SOW does not provide any terms or conditions associated with the purchase of Product, which shall be by a separate Addendum.
- The cost to bring Client's System up to minimum standards required to perform Services.
- Any Services related to the above are beyond the scope of Services and shall be on a time and materials basis in accordance with Imagine IT's standard rates together with Imagine IT's actual expenses. Imagine IT shall issue invoices to Client monthly in arrears for fees outside of Scope, together with a detailed breakdown of time, materials and expenses.

The Term of this SOW shall not be in accordance with the defined term for SOW's in the MSA but shall be until completion of the Services. This SOW is effective upon execution by Imagine IT and Client. Each party hereto warrants and represents that this SOW and the MSA constitute the legal, valid and binding obligation of such party as of the date signed by Client below ("SOW Effective Date").

Shield Deployment Upfront Costs	Price	Qty	Ext. Price
Security Shield Deployment Labor	\$6,000.00	1	\$6,000.00
Subtotal:			\$6,000.00

Customer Requirements

- Security is a shared responsibility. Executives have a role. Managers have a role. End-users have a role. It doesn't work if everyone isn't on board and doing their part.
- Everyone that has an active mailbox must be included.
- All business owned computers must be included.
- We will exclude lab/student/dev nodes from Endpoint Protection deployments.
- Excludes investigation/remediation work related to home or non-included computers, websites/ecommerce, or other systems outside of the Shield protection capabilities.
- For global-scale attacks, IMAGINE IT Security Shield partners will be first in line for incident response.
- Customer must maintain Cybersecurity Insurance ample enough to cover ransomware payments, recoup lost revenue, recovery expenses, and reputation harm, caused by breach or cyber-deception.

Future Shield Upgrades Policy

The cybersecurity landscape continues to change rapidly. Unfortunately, nation states and organized cyber-crime are getting stronger at an exponential rate, largely because they are sharing/selling their knowledge and services to each other. These criminals have proven their capabilities to exploit, exceed the skill level of our public and private sectors to protect. We are literally in a cyber-war with no end in sight.

Our strategy is to proactively stay ahead of the hackers, and to do that requires continual R&D and periodic improvements to The Shield. Therefore, we plan to improve the Shield 1-2 times per year and include newly added protections and potential removal of others. Our goal is to continually improve protection while keeping cost close to the same or with only small increases.

As each Shield improvement is released, your org will automatically be enrolled. If there is upward price impact, we will provide written notice 30-days in advance.

Scope Change Process

Scope Change Requests frequently occur during projects due to the dynamic and collaborative nature of project execution, even if there was significant due-diligence. The following process will be utilized if a change is identified which materially affects the scope described in this proposal:

1. Imagine IT will generate a Scope Change Request describing the identified change, the number of hours required to affect the change, any additional charges, and the timeline.
2. Upon signed approval by the customer, the work will be scheduled and performed.

Project Success Agreement

Imagine IT agrees...

- To complete Phase 1 within 2 weeks of the project kickoff date.
- To simultaneously execute the remaining two phases and complete them within 4 weeks after completion of Phase 1. However, Phase 3 is highly dependent on Client adherence to their commitments (see below).

Client agrees...

- To provide Registrar & DNS account access within 1 week of signed project approval.
 - Imagine IT requires admin accounts setup that we tie to our MFA.
- To assist with 365 licensing remediation (inactive users, etc...).
- To cascade to users the upcoming changes on the required frequency.
 - Imagine IT will provide communication templates.
- To make ALL users available for user-facing deployments within 4 weeks after project kickoff:
 - Security Awareness Training.
 - Password Policy changes.
 - MFA enrollments.
 - WiFi changes.
- To assist users with their deployments and be the frontline for initial user support requests.
- To at least quarterly login to the Sophos portal and review user compliance.
- Recurring billing starts when Phase 1 is complete.
- If Client delays Phase 3 commitments:
 - Client may lose their place in the Imagine IT project queue and there could be a significant delay in project completion, creating risk to Client.
 - Client may be on the hook for additional deployment costs for Imagine IT to remediate delayed tasks.

Security Shield Enrollment Proposal



Prepared by:

Imagine IT, Inc.

Peter Durand
952-905-3710
pdurand@imagineiti.com

Prepared for:

City of Bel Aire

7651 E Central Park Ave
Bel Aire, KS 67226-7600
Ted Henry
(316) 744-2451
thenry@belaireks.gov

Quote Information:

Quote #: 010406

Version: 1
Delivery Date: 11/30/2023
Expiration Date: 12/31/2023

Quote Summary

Description	Amount
Shield Deployment Upfront Costs	\$6,000.00
Total:	\$6,000.00

Monthly Expenses Summary

Description	Amount
Shield "Essentials" Program Monthly Costs	\$1,580.00
Microsoft 365 Security Subscriptions	\$409.20
Monthly Total:	\$1,989.20

Recurring MSP Agreement invoices are due on invoice date; all others NET 15 days. Hardware is invoiced upon receipt; project progress billing is sent monthly. Taxes, shipping, handling and other fees may apply. Leasing options are estimated. Imagine IT reserves the right to cancel this proposal due to pricing change or product availability at any time prior to acceptance by both parties. All products are custom ordered. If client wishes to return, cancel or change products after proposal acceptance, a restocking fee equal to 10% of returned products, excluding sales tax, will be assessed. Returns for defective products must be made within 30 days of delivery. The products proposed herein are subject to the manufacturer's warranty. Imagine IT does not warrant any products against manufacturer defect.

Imagine IT, Inc.

City of Bel Aire

Signature:

Peter Durand

Name:

Peter Durand

Title:

CTO

Date:

11/30/2023

Signature:

Name:

Date:

PO Number:



Date: February 01, 2024
To: Mayor and City Council
From: Deb Appel, Treasurer
Subject: Resolution: Designate Stryv Bank Signatures

RECOMMENDED ACTION: Adopt a resolution designating Stryv Bank as an authorizing depository of City funds and authorize the mayor and designated staff as signatories and authorize Council President Smith to sign.

SUMMARY: The City’s checking account is held by Stryv Bank. Current authorized signers on the account are Mayor Benage, City Manager Lasher, Assistant City Manager Henry, Treasurer Appel, and Human Resources Director Terhune.

Due to the recent hire of Finance Director Barry Smith and the upcoming retirement of Ty Lasher, the city needs to update the signers on the account. All checks, payroll and utility billing ACH, and wire transfers require two signatures or authorizations, therefore it is the practice of the city to have multiple signers on the checking account in preparation of staff being out of the office for vacation, family emergencies or illness. The finance director and treasurer are the primary signers and authorizers of financial transactions.
This Resolution updates signers for the account to align with current officials and city staff in these positions.

FINANCIAL IMPLICATIONS:
N/A

LEGAL IMPLICATIONS:
N/A

ATTACHEMENTS:
Resolution

**RESOLUTION NO.
CITY OF BEL AIRE**

I HEREBY CERTIFY TO STRYV BANK Bel Aire, Kansas that a meeting of the governing body of Bel Aire, a municipality organized under the laws of the State of Kansas, duly called (a quorum being present) and held at the office of said City, 7651 E. Central Park in the City of Bel Aire, State of Kansas, on the 20th day of February 2024, the following resolution was duly adopted and is in full force and effect:

RESOLVED, that the above bank is designated as a depository of this municipality and that funds of this municipality deposited in said exchange, acceptances, undertakings of other orders for the payment of money when signed or facsimile on behalf of this municipality all five signatures of the following to wit: James Benage, Mayor; Theodore Henry, Assistant City Manager; Barry Smith, Finance Director, Deborah Appel, Treasurer and Tristin Terhune, Human Resources Director.

That the foregoing powers and authority will continue until written notice of revocation has been delivered to the above Bank.

RESOLVED, that the President of the Governing Body hereby is authorized to certify to the above Bank, the foregoing resolution and that the provisions thereof are in conformity with the Kansas Statues Annotated.

I FURTHER CERTIFY, that there is no provision in the K.S.A. limiting the power of the Governing Body to pass the foregoing resolution and that the same are in conformity with the provision of said K.S.A.

I FURTHER CERTIFY, that the following are genuine signatures of the persons now holding office as employees or elected officials in said municipality as indicated opposite their respective signatures.

Mayor

Assistant City Manager

Finance Director

Treasurer

Human Resources Director

IN WITNESS WHEREOF, I have hereunto set my hand as President of the Council and affixed the seal this 20th day of February 2024.

(seal)

Justin Smith, President of the Council

Melissa Krehbiel
City Clerk



Date: February 14, 2024
To: Mayor and City Council
From: Deb Appel, Treasurer
Subject: Resolution: Designate Ks Municipal Investment Pool Signatures

RECOMMENDED ACTION: Adopt a resolution designating Kansas Municipal Investment Pool as an authorizing depository of City funds and authorize designated staff as signatories and authorize Mayor James Benage to sign.

SUMMARY: The State of Kansas offers a local government investment pool entitled State of Kansas Municipal Investment Pool (MIP), which is a voluntary investment alternative for municipalities in the state of Kansas and is governed by the State of Kansas Pooled Money Investment Board (PMIB).

The city has invested funds with MIP. The current authorized signer on the account is Assistant City Manager Henry.

Due to the recent hire of Finance Director Barry Smith and a shift in responsibilities, the city needs to update the signers on the account and requests the addition of Barry Smith and Treasurer Deborah Appel.

This Resolution updates signers for the account.

FINANCIAL IMPLICATIONS:

N/A

LEGAL IMPLICATIONS:

N/A

ATTACHEMENTS:

Resolution

RESOLUTION NO.
CITY OF BEL AIRE

I HEREBY CERTIFY TO KANSAS MUNICIPAL INVESTMENT POOL, Topeka Ks that a meeting of the governing body of Bel Aire, a municipality organized under the laws of the State of Kansas, duly called (a quorum being present) and held at the office of said City, 7651 E. Central Park in the City of Bel Aire, State of Kansas, on the 20th day of February 2024, the following resolution was duly adopted and is in full force and effect:

RESOLVED, that the above local government investment pool is designated as a depository of this municipality and that funds of this municipality deposited in said exchange, acceptances, undertakings of other orders for the payment of money when signed or facsimile on behalf of this municipality all three signatures of the following to wit: Theodore Henry, Assistant City Manager; Barry Smith, Finance Director, and Deborah Appel, Treasurer.

That the foregoing powers and authority will continue until written notice of revocation has been delivered to the above local government investment pool.

RESOLVED, that the Mayor hereby is authorized to certify to the above local government investment pool, the foregoing resolution and that the provisions thereof are in conformity with the Kansas Statues Annotated.

I FURTHER CERTIFY, that there is no provision in the K.S.A. limiting the power of the Governing Body to pass the foregoing resolution and that the same are in conformity with the provision of said K.S.A.

I FURTHER CERTIFY, that the following are genuine signatures of the persons now holding office as employees or elected officials in said municipality as indicated opposite their respective signatures.

_____Assistant City Manager

_____Finance Director

_____Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as President of the Council and affixed the seal this 20th day of February 2024.

(seal)

_____James Benage, Mayor

_____Melissa Krehbiel
City Clerk



Date: February 9, 2024
To: Mayor and City Council
From: Deb Appel, Treasurer
Subject: Data pull contract with gWorks

RECOMMENDED ACTION: Approve proposed contract and addendum between gWorks and the City of Bel Aire to provide software data for Tyler Technologies.

SUMMARY: City of Bel Aire contracted Tyler Technologies in December 2023 to provide an ERP system. Master data from the current gWorks system will need to be provided by gWorks to Tyler Technologies throughout the conversion process. A minimum of two data pulls will be required for each module: Accounts Payable, General Ledger, Utility Billing, Utility Billing Bad Debt, and Payroll totaling \$18,500. The first data pull will be for testing purposes and the second data pull will be prior to the software module going "live".

Because the Court Module is structured differently and a more complicated module, gWorks will be converting 10 different files which involves further programming. Due to the extra development team's time, the cost is \$3,000 per data pull and an expectation of two data pulls.

A standard contract has been provided by gWorks and reviewed by Finance Director Ted Henry. The cost of the data conversion was taken into account during the planning of a new ERP system.

ATTACHMENTS:

Contract Data Pulls Bel Aire KS-gWorks

Addendum-Data Pulls Bel Aire KS-gWorks

SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

GWORKS

3905 S 148TH ST., SUITE 200

OMAHA, NE 68144

Section XI, Item I.

Division and Company: City of Bel Aire KS
 Client Number: 1177
 Attention of/Department: Deb Appel
 Street Address: 7651 E Central Park Avenue
 City, State, Zip Code: Bel Aire, KS 67226
 Contract Preparation Date: 02/09/2014

GIS Workshop, LLC doing business as gWorks (hereafter "gWorks"), agrees to sell and Customer agrees to purchase the license to use the software computer programs or packages listed in accordance with the following terms and conditions. The program(s) or package(s) licensed by Customer will be referred to hereinafter as "program" and includes the annual updates if indicated below as applicable.

For additional terms and conditions and further description of the data provided see Addendum A.1

DESCRIPTION

gWorks will provide conversion data for the following modules for your new vendor for the prices listed.

The file format will be Access – MDB format

In each case we will pull 2 years of history

General Ledger Master & History	2	\$1,850.00	\$3,700.00
Accounts Payable Master & History	2	\$1,850.00	\$3,700.00
Payroll Master & History	2	\$1,850.00	\$3,700.00
Utility Billing Master & History	2	\$1,850.00	\$3,700.00
Utility Bad Debt	2	\$1,850.00	\$3,700.00
Court Master & History	2	\$3,000.00	\$6,000.00

See Addendum A.1 for specific information included in each data pull. After the two pulls for each module, any additional pull requested by your new vendor will be done at the same rates listed above for each pull.

Additional services such as answering questions about fields is billable at the rate of \$160 an hour.

The Customer or the software vendor must provide all questions in writing.

gWorks reserves the right to limit services to providing the files described in this Agreement.

The Customer will be responsible to print the desired reports used by your new vendor to confirm the data is converted accurately. If desired, gWorks will assist your staff with determining and running reports requested by your new vendor. This service is billable at the rate of \$139 per hour.

All Services are billable unless otherwise stated.

SERVICES & NON-SIMPLICITY PRODUCTS: \$24,500 = **TOTAL INITIAL FEE:**

\$24,500.00

Payable As Follows:

On execution of the Agreement, the total amount payable is due in FULL.

\$24,500.00

gWorks will not commence work until payment is received.

1. PAYMENT. Customer shall pay gWorks remainder of the one-time Program License Fee on delivery of the program. Customer shall pay gWorks an Annual License Fee, if applicable, for each calendar year, or portion thereof, for the specified duration of the license.

2. GRANT OF LICENSE. gWorks grants to Customer a personal, nonassignable, nontransferable and nonexclusive license to use program solely in the conduct of Customer's business, only at the locations designated by Customer on the final page of this Agreement. Customer acquires only the right to use the program and does not acquire any legal or equitable right of ownership in program. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Customer without prior written consent from gWorks. Customer may not reverse engineer or attempt to derive the source code of the program.

3. TAXES. In the event that the license herein is or becomes the subject of any tax, assessment tariff, duty or other tax or assessment, payment of any such tax or assessment shall be the responsibility of Customer and, if gWorks is assessed, Customer shall promptly reimburse gWorks for any payment made. In the event that a waiver or exemption is available to avoid such an assessment, it shall be Customer's responsibility to apply for such waiver and pay the expense thereof.

4. MODIFICATION. Customer shall inform gWorks in writing of any modifications made by Customer to Customer's computer hardware.

5. DELIVERY. If a delivery date is specified, the program shall be delivered on the date specified, provided, however, if delivery is delayed through no fault of gWorks, the date of delivery shall be extended for a period of time equal to the period of delay.

6. DUPLICATION. Customer will not permit the program or related materials to be duplicated or used at any other than the original location or substitute location as provided herein, whether gratuitously or for a valuable consideration, by or for the benefit of any organization, corporation, partnership, business association or individual.

7. PROPRIETARY RIGHTS. Customer recognizes that program system, documentation, manuals and other materials supplied by gWorks to Customer are subject to the proprietary rights of gWorks. Customer agrees with gWorks that program documentations and all information or data supplied by gWorks in machine readable forms are trade secrets of gWorks and as such are protected by civil and criminal law and by the law of copyright and are very valuable to gWorks and that their use and disclosure must be carefully and continuously controlled. Customer shall not provide or otherwise make available any licensed program or related materials, in any form, to any other person without prior written consent from gWorks. Upon termination of this Agreement, Customer shall return program and related documents to gWorks.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND LIMITATIONS

8. LIMITED WARRANTY--LIMITATION AND DISCLAIMER.

a. gWorks provides no warranty with respect to software resold by this agreement, which was developed by another manufacturer. Any warranty of the software is assigned to Customer.

Section XI, Item I.

b. With respect to software developed by gWorks, gWorks represents and warrants that the software is free from defects and will conform to specifications. gWorks will replace or correct, at gWorks' election and sole expense, any defective portion of the software for a period of 90 days. Customer acknowledges that Customer has reviewed the software, and selected the design and quality of the program and agrees that the software is suitable for Customer's purposes and, in particular, Customer has determined that the software specifications are appropriate for operation in the Customer's environment.

c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. IN NO EVENT WILL GWORKS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF GWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GWORKS' LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO GWORKS IN THE THREE (3) MONTHS PRECEDING A CLAIM OR, IF NO PAYMENTS HAVE BEEN MADE, THE ANNUAL LICENSE FEE FOR THE YEAR IN WHICH THE CLAIM WAS MADE.

e. CUSTOMER'S REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE.

9. NON-WAIVER. No delay or failure of gWorks in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder. gWorks may accept any payments from any person tendering the same without thereby accepting such person as Customer hereunder or waiving any breach of covenant or provision against assignment or transfer by Customer.

10. ASSIGNMENT. gWorks may assign its rights under this Agreement. Customer, upon receiving notice from gWorks of any such assignment, shall abide thereby and make payments as directed. Customer's rights to use program documentation, manuals and other materials supplied by gWorks hereunder shall not be assigned, licensed, or transferred to a successor, affiliate, or any other person, firm, corporation or organization, voluntarily by operation of law, or in any other manner without the prior written consent of gWorks nor shall Customer permit any other person or organization to use program.

11. SEVERABILITY. If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remaining terms shall have full force and effect.

12. BINDING EFFECT. Customer agrees that this Agreement binds the same to Customer and each of its employees, agents, representatives, and associates.

13. APPLICABLE LAW. This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

14. NOTICE. All notices or communications given or sent to either party, except emergency requests for services, must be in writing and delivered in person or sent by certified mail, return receipt requested, to Customer and gWorks at their designated addresses or such other addresses as either party shall designate in writing.

15. CUSTOMER'S REMEDIES. Customer's remedies in this Agreement are exclusive.

16. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement supersedes all proposals, or written, and oral negotiations, conversations, or discussions, heretofore had between the parties related to this Agreement. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any order or other instruments submitted by Customer. No agent, employee or representative of gWorks has any authority to bind gWorks to any affirmation, representations or warranty, and unless such is specifically included within this written Agreement, it shall not be enforceable by Customer. This Agreement may not be waived, altered or modified except by written agreement of the parties.

17. EFFECTIVE DATE. This Agreement shall be effective upon the date set forth below when executed by both parties.

18. TERMINATION. gWorks may terminate the rights of Customer under this Agreement in the event of a default by Customer. gWorks' software has been designed to cease functioning in the event that the annual license fee is unpaid. Customer acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual Program Update License fees and any other charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks. In the event of termination by gWorks or by Customer (as herein provided) Customer shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to gWorks that all copies or partial copies have been destroyed. Customer shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual Program Update License fees, notwithstanding such termination. Default in respect to payment shall mean the Customer's failure to pay any amount, which is past due, within ten (10) days after written notice to Customer that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Customer; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of gWorks (as defined by paragraph seven); of Customer's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Customer shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. Customer shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Customer shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Customer shall not have the right to terminate after Customer is in breach of this contract. gWorks shall not be required, under any circumstances, to refund any portion of the One Time Program License Fee or the Annual Program Update License Fee, already paid.

19. INDEMNIFICATION. Customer agrees to indemnify, defend and hold gWorks, its affiliates, directors, officers, employees, independent contractors and agents harmless from and against any and all liability, claims, loss, damage or expense, including but not limited to reasonable attorney's fees ("Loss"), with respect to any claim by any third party arising from (i) Customer's use of the program or (ii) Customer's breach of this Agreement.

20. CUSTOMER DATA. gWorks does not own any of the data, information, or material that Customer submits or enters into, submits, or utilizes with the program ("Customer Data"). Customer, not gWorks, shall have sole responsibility for the accuracy, compliance, quality, integrity, legality and reliability of all Customer Data. IT IS THE CUSTOMER'S RIGHT AND OBLIGATION TO HAVE ITS OWN INDEPENDENT INTERNAL PROCEDURES AND MECHANISMS TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, ORDINANCES, TO SAFEGUARD AGAINST FRAUD, INACCURACIES AND NEGLIGENCE, AND TO ENSURE QUALITY AND RELIABILITY OF CUSTOMER DATA.

THE PURCHASER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND ADDENDUM, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT AND ADDENDUM BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

THIS AGREEMENT entered into this _____ day of _____, 20____.

PURCHASER:

(Sign Here)

Customer Signature

Print Name: _____

Title: _____

ACCEPTED:

GWORKS

3905 S 148TH ST., SUITE 200

OMAHA, NE 68144

By: _____

Title: Chief Product Officer

Date Accepted: 01/09/2024

ADDENDUM A.1

TO THE CONTRACT BETWEEN GWORKS AND THE CITY OF BEL AIRE KS

The following is an addendum to the Agreement(s) between the City of Bel Aire KS (Client Number 1177) and gWorks dated 02/09/2024. This addendum is governed by the Software and Professional Services Agreement dated 02/09/2024.

Only the data described below will be converted to Access tables.

The data not provided includes but is not limited to the parameters for all modules.

Customer's new vendor will be responsible to map the data elements to their tables/data elements.

Customer's new vendor will also be responsible for setting up parameters, e.g., rate tables, tax tables, general ledger interface tables, etc.

General Ledger

General Ledger Master includes:

- Chart of Accounts
- Current Year's monthly and year to date balances

General Ledger Previous Year files (financial balances summarized by fiscal year)

General Ledger Electronic Notes

General Ledger History includes:

- Account #
- Date
- Fiscal Period
- Debit or Credit
- Amount
- Etc.

A separate file with 2 years of budget information will be provided.

Accounts Payable

Accounts Payable Master includes all data we store in:

- Vendor Master table
- One Time Vendor table

Accounts Payable Electronic Notes

Accounts Payable History includes all data we store in:

- Invoice Description
- Invoice History
- Invoice Check

Does not include any open invoices not paid and does not include vendor contact table, recurring transactions table, etc.

Payroll

Payroll Master tables includes all fields in:

- Employee Master
- Employee Pay
- Employee Deductions/Benefits
- ACH*
- Split Pay Cost Center Distribution percentages

*It is your new software vendor's responsibility to map the data. For example, the Payroll ACH file has a 4-digit bank #. The vendor will need to map this to their Bank ACH table.

Payroll Electronic Notes

Payroll History tables include all fields in:

- Pay History
- Deduction/Benefits History
- Tax /Check History
- Leave History

Utility Billing

Utility Billing Master includes:

- Customer's Master (name, address, etc.)
- Service Master (type of service, user type code, meter multiplier, etc.)

Utility Billing Electronic Notes

Utility Billing History includes history of:

- Billing
- Penalty
- Payment
- Demand
- Misc. Charge
- Deposit Applied
- Disconnect Notice
- Reconnect Notice
- Deposit Refund/Reverse Deposit Refund
- Delinquent Notice
- Final Notice
- Transfer
- Balance
- Payment Agreement/Promise to Pay
- Comments

Utility Billing Bad Debt will be included in a separate file.

Court

The Court file includes all data we store in:

- Court License File
- Court Ticket (Case) File
- Court Offense File
- Court Action File
- Court History
- Court Charges and Payments
- Electronic Notice

This export does not include any data from the Court Code file (CRCODE), which includes action codes and officers. The export also does include any Kansas Conviction Reporting data (the file generated to update the State on suspended and re-instated driver's licenses). The Client will be responsible for ensuring they are up to date with Conviction Reporting when they switch systems.

Signed this ____ day of _____, 2021.

Signature

Title
City of Bel Aire KS

Signature

Title
gWorks

STAFF REPORT

DATE: February 14, 2024,
TO: Ty Lasher, City Manager & Bel Aire Governing Body
FROM: Brian Hayes, Recreation Director
RE: January Activities

Recreation

- 102 youth in grades 1-6 continued basketball practices & games in January and runs through February 17.
- Tippi Toes Dance started this month's session with 6 participants, which is down from the last session.
- February Pickleball participation was steady with 297 compared to 289 participants last month.
- Taekwondo participation was up with 15 compared to 12 in December.
- Exercise classes were steady with 25 participants.
- Drop-in use was slightly up with 510 compared to 455 in December.
- Upcoming Rec programs include Indoor Soccer, Schools Out Camp, Baseball/Softball. Happy Feet & TGA Golf.

Seniors

- 748 seniors participated in cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 654 in November.
- Special programs included Cornhole, several crafts, and a Scam presentation. 5 special activities were held, and 4 educational sessions were offered.
- Upcoming Senior activities include a Valentines Day event, games, arts & crafts as well as the many ongoing baseline programs, presentations, and communications.
- An automatic door opener/closer was installed at the Rec Center to improve accessibility to the building.

Swimming Pool

- Depending on the weather, the replastering of the pool is being planned in the next month or so. The recent rains and snow potentially could set work back a bit due to groundwater levels in Central Park.
- The replacement pump was delivered in December and will be installed by our local pool company. They also are scheduled to replace 3 bad valves and will modify the pool light niches in preparation of the replastering.

Parks

- Rec staff is assisting City Administration & Public Works in the development of Skyview Park. Several consultants and equipment vendors have been contacted and soon will present conceptual drawings and initial cost estimates.

MANAGERS REPORT



DATE: February 15, 2024
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: February 20, 2024 Agenda

Consent Agenda (Item VI)

The Consent Agenda contains the Minutes of the February 6, 2024 City Council meeting. It also contains the 2023 Inventory Report from the Bel Aire Land Bank. The Land Bank will meet just prior to the City Council meeting to approve publication of the annual report. The only action requested of the council is to accept and file the report.

Appropriations Ordinance (Item VII)

This appropriations ordinance encompasses 01/30/2024 through 02/13/2024 expenses and one payroll cycle. Expenditure amounted to \$547,694.08. Of the reported expenses, \$82,775.02 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances (Item VIII)

Ken Lee, Garver, will speak about preliminary work on the 45th Street Design Project.

Design Concept, 45th Street - Oliver to Woodlawn Design Project (Item A)

Garver is requesting Council's input on key aspects of the 45th Street Design Project. Garver would like to present their Design Concept and the findings of a community survey, and then get direction from Council. One major decision is whether to have a roundabout or a signalized intersection at the corner of 45th and Oliver. Ken Lee will talk about the Design Concept and answer questions from Council.

Zoning Ordinance, Tierra Verde South Addition (Item B)

On January 11, 2024, the Planning Commission reviewed and held a public hearing on an application to rezone property located about ½ mile north of 45th on the west side of Webb. One interested party, the Owner of 87 lots directly north of the proposed development, spoke in opposition to the rezoning. He was primarily concerned with apartment complexes being allowed in Block 2, Reserve A. Later in the meeting, following communication between the owner of the neighboring property and the agent for the applicant, the agent indicated that they had reached a mutual agreement. The agent

then amended his application for the re-zoning. The revised request exempted R-6 zoning from Reserve A, Block 2 and Lot 3, Block 1.

Following the public hearing Planning Commission considered the evidence and discussed the factors based on the Criteria for Review established in section 5.02 (D) of the Zoning Regulation and the Golden Factors. Having thoroughly reviewed the issue, the Planning Commission voted (by passing a 6-0 motion) to recommend changing the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with the change that R-6 zoning would not be allowed in Reserve A, Block 2, or on Lot 3, Block 1. The Zoning Ordinance to adopt this PUD now comes before Council for final approval. Because this is a zoning matter, this will require a roll call vote of the Governing Body including the Mayor.

53rd Street Bids (Item C)

For several years, the City has been doing preliminary work for the reconstruction of 53rd Street from Oliver to Woodlawn. The cost of the improvements will be financed through a general obligation bond. Garver was selected to provide design services and bids were accepted on February 13th for the project. The project was bid with two alternatives – Alternate 1 is for concrete paving in lieu of asphalt paving. Alternate 2 is for the asphalt overlay of 53rd from Woodlawn to Rock Road. Start and Completion dates were also bid out. Four contractors submitted bids. Staff is of the opinion that any of the four contractors will do a good job for the City if selected for this project. One thing to note: the importance of an earlier project completion date will need to be discussed by the Council and what, if any, impact the completion date should have on bid selection.

KLBP Agreement (Item D)

The City applied for grant funding in 2023 for assistance in removing the culvert bridge underneath Oliver, just south of 45th. KDOT considers a series of culvert pipes a “bridge” anytime the opening is greater than 20’. This series of culverts was intended to be replaced with the 45th Street, Oliver to Woodlawn project, but when the funding opportunity came up, the City applied and was eventually awarded the grant. The City intends to replace the culvert bridge with a box culvert (that does not meet bridge criteria). The Agreement for this work is included in your packet. There will be some additional engineering fees associated with breaking out the bridge into a separate set of bidding documents, but it will be significantly less than the benefits that the City is gaining from accepting the grant funds. That amendment to Garver’s Engineering Services Agreement will be forth-coming. The cost of the improvements for this project will be financed through a general obligation bond. Staff recommend approval of the agreement with KDOT.

Server Migration and Upgrade Proposal (Item E)

One of our current on-site servers, which contains our domain controller, has reached its end of life and is experiencing critical hardware and software issues. To mitigate these

risks, we propose migrating to a cloud-based solution. By moving to a scalable, secure, and compliant cloud environment, we can guarantee the continuity and efficiency of our operations.

Security Shield Enrollment Proposal (Item F)

Due to increased cybersecurity threats to organizations in the State of Kansas, the City's IT provider, ImagineIT, is proposing enrollment in their Security Shield program. Reflecting on the evolution of security over the past 2 to 3 years, and in light of heightened requirements for obtaining and retaining Cyber Insurance, it is crucial for the City to enhance its security posture to maintain a safe and stable environment.

The proposed security enhancement will introduce additional layers of security beyond the existing frontline defenses and monitoring. This will include a comprehensive suite of vulnerability scanning and remediation tools, both automated and led by security experts. These enhancements, encompassing scans, tools, and cleanup processes, will provide multiple layers of protection. Tools will be implemented to scan for threats from known malicious sites, identify malicious content, and monitor login attempts.

Resolutions, Authorized Signers for Stryv Bank and KMIP (Item G-H)

With the hiring of Finance Director Barry Smith and the retirement of myself, the authorized signers need to be updated for a couple of financial accounts, specifically Stryv Bank and the Kansas Municipal Investment Pool (KMIP).

Stryv Bank – The City's checking account is held by Stryv Bank. All checks, payroll and utility billing ACH, and wire transfers require two signatures or authorizations. It is necessary to have multiple signers on the checking account in case one or more signers is out for vacation, family emergencies, or illness. The finance director and treasurer are the primary signers and authorizers of financial transactions. This Resolution updates signers for the account to align with current officials and staff.

KMIP - The State of Kansas offers a local government investment pool entitled State of Kansas Municipal Investment Pool (MIP), which is a voluntary investment alternative for municipalities in the state of Kansas and is governed by the State of Kansas Pooled Money Investment Board (PMIB). The city has invested funds with KMIP. The current authorized signer on the account is Assistant City Manager Henry. The Resolution before Council includes the addition of Barry Smith and Treasurer Deborah Appel.

Software Data Conversion Agreement with gWorks (Item I)

The current provider for the City's primary software, or ERP system, is gWorks. The City contracted Tyler Technologies in December 2023 to provide a new ERP system. Master

data from the current system will need to be provided by gWorks to Tyler Technologies. The cost of the data conversion was taken into account during the planning for a new ERP system. A minimum of two data pulls will be required for each module: Accounts Payable, General Ledger, Utility Billing, Utility Billing Bad Debt, and Payroll. Because the Court Module is structured differently and a more complicated module, gWorks will be converting 10 different files which involves further programming. Due to the extra development team's time, the cost is \$3,000 per data pull. Staff recommend Council approve the Agreement.

Executive Session (Item XII)

Will need 3 executive sessions.