



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



**I. CALL TO ORDER:** Mayor Jim Benage

**II. ROLL CALL**

Greg Davied \_\_\_\_ Tyler Dehn \_\_\_\_ Emily Hamburg \_\_\_\_  
Justin Smith \_\_\_\_ John Welch \_\_\_\_

**III. OPENING PRAYER:** Gary Green

**IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**

**V. DETERMINE AGENDA ADDITIONS**

**A. Consideration of adding Item C, Purchase of an Autosampler, to Final Actions.**

**Action:** Motion to (approve / deny) the addition of Item C, purchase of an autosampler, to Final Actions.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**VI. CONSENT AGENDA**

**A. Minutes of the July 11, 2023 City Council meeting.**

**B. Accept Petitions for Drainage, Paving, Sanitary Sewer, and Water Distribution System Improvements to serve Sunflower Commerce Park Third Addition.**

**C. Accept Resolutions Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Paving, Sanitary Sewer, Storm Drainage and Water Improvements / Sunflower Commerce Park Third Addition).**

**D. Confirm the Mayor's reappointment of Bill Moss to Seat 5 on the Utility Advisory Committee. The term will expire on August 1, 2026.**

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

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

## **VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE**

### **A. Consideration of Appropriations Ordinance No 23-13 in the amount of \$688,088.03.**

**Action:** Motion to (accept / deny / table) Appropriations Ordinance No 23-13.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

## **VIII. CITY REQUESTED APPEARANCES**

### **A. Woodlawn Construction Update - Pat Herman, 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. If more time is needed, you may request an extension from the Mayor.***

## **X. REPORTS**

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

## **XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**

### **A. Consideration of an Agreement Between City Of Bel Aire And Transystems Corporation For Professional Services (Integra Site Access Transportation Plan).**

**Action:** Motion to (accept / deny / table) the Agreement Between City Of Bel Aire And Transystems Corporation For Professional Services (as presented / amended).

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

### **B. Consideration of an Agreement for Professional Services with Short Elliott Hendrickson (SEH) for Engineering Design services for the water, sanitary sewer, storm sewer and paving improvements to serve the first phase of Sunflower Commerce Park 3rd in the amount of \$261,200.**

**Action:** Motion to (approve / deny / table) an Agreement for Professional Services with Short Elliott Hendrickson (SEH) for Engineering Design services for the water, sanitary sewer, storm sewer and paving improvements to serve the first phase of Sunflower Commerce Park 3rd in the amount of \$\_\_\_\_\_ and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**C. Consideration of purchasing a wastewater autosampler.**

**Action:** Motion to (accept / deny / table) the quote from Haynes Equipment Co in the amount of \$10,855.00 for the 5800 Refrigerated Sampler w/ Heater and appurtenances and authorize the Mayor to sign all related documents.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**XII. EXECUTIVE SESSION**

**A. Executive Session**

**Action:** Motion to go into executive session for the sole purpose of discussing the subject of Attorney Client consultation about preliminary contract negotiations pursuant to the KSA 75-4319 exception for: Attorney Client Privilege. Invite the City Manager, City Attorney and City Engineer. The meeting will be for a period of \_\_ minutes and the open meeting will resume in the City Council Chambers at \_\_\_\_\_ PM.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**XIII. DISCUSSION AND FUTURE ISSUES**

**XIV. ADJOURNMENT**

**Action:** Motion to adjourn.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

*Additional Attachments*

**A.** Recreation Activities - June 2023

**B.** Manager's Report - July 18, 2023

**Notice**

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



**MINUTES**  
**CITY COUNCIL MEETING**  
 7651 E. Central Park Ave, Bel Aire, KS  
 July 11, 2023 6:30 PM



**I. CALL TO ORDER:** Mayor Jim Benage called the meeting to order at 6:30 p.m.

**II. ROLL CALL**

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch. Also present were City Manager Ty Lasher, City Attorney Maria Schrock, Assistant City Manager Ted Henry, and City Clerk Melissa Krehbiel.

**III. OPENING PRAYER:** John Barkett 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. Minutes of the June 20, 2023 City Council meeting.**

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

**VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE**

**A. Consideration of Appropriations Ordinance 23-12 in the amount of \$920,352.63.**

**MOTION:** Councilmember Dehn moved to accept Appropriations Ordinance 23-12. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

**VIII. CITY REQUESTED APPEARANCES:** None.

**IX. CITIZEN CONCERNS**

John Barkett, 6223 Perryton Street, spoke about his concerns regarding fireworks. He is concerned about the effects on veterans with PTSD and dogs. He suggested limiting the hours and number of days that fireworks are allowed to be detonated.



## **X. REPORTS**

### **A. Council Member Reports**

Councilmember Hamburg reported that she attended the CCUA special meeting on June 22<sup>nd</sup>. She thanked to the Recreation Center staff and volunteer coaches for a successful T-ball season. Councilmember Hamburg also congratulated Catholic Care for opening the new St. Veronica Senior Behavioral Health unit.

Councilmember Welch reported that this year there were many instances of individuals detonating fireworks after the allowed hours and on days when fireworks are not allowed. He suggested changes may be needed for next year.

Councilmember Smith briefly reported on the recent CCUA meetings held on June 22<sup>nd</sup> and June 29<sup>th</sup>.

Councilmember Davied reported he attended the latest CCUA meetings.

Councilmember Dehn reported that he attended the Parks Master Plan open house at the Recreation Center and volunteered at the Rec Center's fishing event for summer day camp kids. He noted that National Night Out will be held at City Hall on August 11<sup>th</sup>. Councilmember Dehn reported he has received many comments from parents regarding the Wichita school district's plans to discontinue bussing for some students near Woodlawn. While he and other City officials will communicate with the school district about this matter, he also encouraged parents to directly contact the Board of Education and Transportation Services for USD 259.

### **B. Mayor's Report**

Mayor Benage briefly reported on the most recent meetings of the Sedgwick County Association of Cities (SCAC) and the Wichita Area Metropolitan Planning Organization's Transportation Policy Body (WAMPO TPB). He asked for the continued support of businesses along Woodlawn Avenue during the construction project.

### **C. City Attorney Report**

City Attorney Schrock reported that over the last couple of weeks she has responded to some citizen inquiries, reviewed several contracts and policies, and is preparing to attend a continuing legal education program in Kansas City next week.

### **D. City Manager Report**

City Manager Lasher reported that the south water tower was recently power washed to remove mildew buildup on the outside of the tank. The mildew does not affect the water quality, as it is on the outside of the tank. However, regular cleaning will prolong the life of the water tower's paint and improve the appearance.

## **XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**

### **A. Consideration of a Scope of Services from TranSystems for the Integra Site Access Transportation Plan.**

Brett Letkowski, Senior Vice President of TranSystems, stood for questions from the Council. City Manager Ty Lasher also answered questions from the Council.

Councilmembers requested that more specific language regarding deadlines be added to the Scope of Services.

**MOTION:** Councilmember Smith moved to table the Scope of Services. Councilmember Welch seconded the motion. *Motion carried 5-0.*

- B. Consideration of a contingency fee agreement with Foulston Siefkin LLC to serve as counsel for Bel Aire, who will be a member of the Streetlights Alliance for Fair Energy Rates coalition “SAFER” in the rate case of 23-EKCE-775-RTS. The contingency fee agreement has been reviewed by the City Attorney.**

**MOTION:** Councilmember Hamburg moved to accept the contingency fee agreement with Foulston Siefkin LLC to serve as counsel for Bel Aire, who will be a member of the Streetlights Alliance for Fair Energy Rates coalition “SAFER” in the rate case of 23-EKCE-775-RTS, and authorize the Mayor to sign. Councilmember Smith 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, City Attorney, and Jennifer Hill. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 7:55 p.m. Councilmember Davied seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 7:59 p.m. Mayor Benage called the meeting back to order in open session and stated no binding action had been taken.

**MOTION:** Councilmember Hamburg moved to extend the executive session for 15 minutes and have the regular meeting resume at 8:15 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council then returned to executive session. At 8:20 p.m. Mayor Benage called the meeting back to order in open session and stated no binding action had been taken.

## **XIII. DISCUSSION AND FUTURE ISSUES**

- A. City Council Workshop - Tomorrow, July 12th at 6:30 p.m.**

## **XIV. ADJOURNMENT**

**MOTION:** At 5:22 p.m., Councilmember Smith moved to adjourn. Councilmember Welch seconded the motion. *Motion carried 5-0.*

## WATER PETITION

To the Mayor and City Council  
City of Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 1, and 6-8, Block 1; Sunflower Commerce Park Third Addition, to  
Bel Aire, Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 1980 Supp. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed water improvements to serve the above-described property. That said improvements be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Three-Hundred and fifty thousand dollars (\$350,000) with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include interest or temporary finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after July 18, 2023.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lots 1, and 6-8, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire, Sedgwick County, Kansas.

Above-described improvement district shall pay 1/4 of the total cost of the improvements.


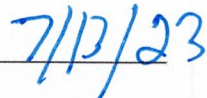
In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 1, and 6-8, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire, Sedgwick County, Kansas.	By: 	



**PAVING PETITION**

To the Mayor and City Council  
City of Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 1 and 6-8, Block 1; Sunflower Commerce Park Third Addition, to  
Bel Aire, Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 1980 Supp. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed Paving Improvements to serve the above-described property. That said improvements be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being One-million and fifty thousand dollars (\$1,050,000) with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include interest or temporary finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after July 18, 2023.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lots 1 and 6-8, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire, Sedgwick County, Kansas.

Above-described improvement district shall pay ¼ of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 1 and 6-8, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire, Sedgwick County, Kansas.	By: 	



**SANITARY PETITION**

To the Mayor and City Council  
City of Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 1 and 6-8, Block 1; Sunflower Commerce Park Third Addition, to  
Bel Aire, Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 1980 Supp. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed Sanitary Improvements to serve the above-described property. That said improvements be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Four-hundred and fifty thousand dollars (\$450,000) with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include interest or temporary finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after July 18, 2023.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lots 1 and 6-8, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire, Sedgwick County, Kansas.

Above-described improvement district shall pay  $\frac{1}{4}$  of the total cost of the improvements.


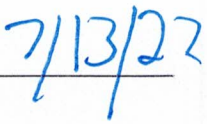
In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 1 and 6-8, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire, Sedgwick County, Kansas.	By: 	



**DRAINAGE PETITION**

To the Mayor and City Council  
City of Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 1 and 6-8, Block 1; Sunflower Commerce Park Third Addition, to  
Bel Aire, Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 1980 Supp. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed Drainage Improvements to serve the above-described property. That said improvements be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being One-million and Seven-hundred and fifty thousand dollars (\$1,750,000) with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include interest or temporary finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after July 18, 2023.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lots 1 and 6-8, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire, Sedgwick County, Kansas.

Above-described improvement district shall pay  $\frac{1}{4}$  of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

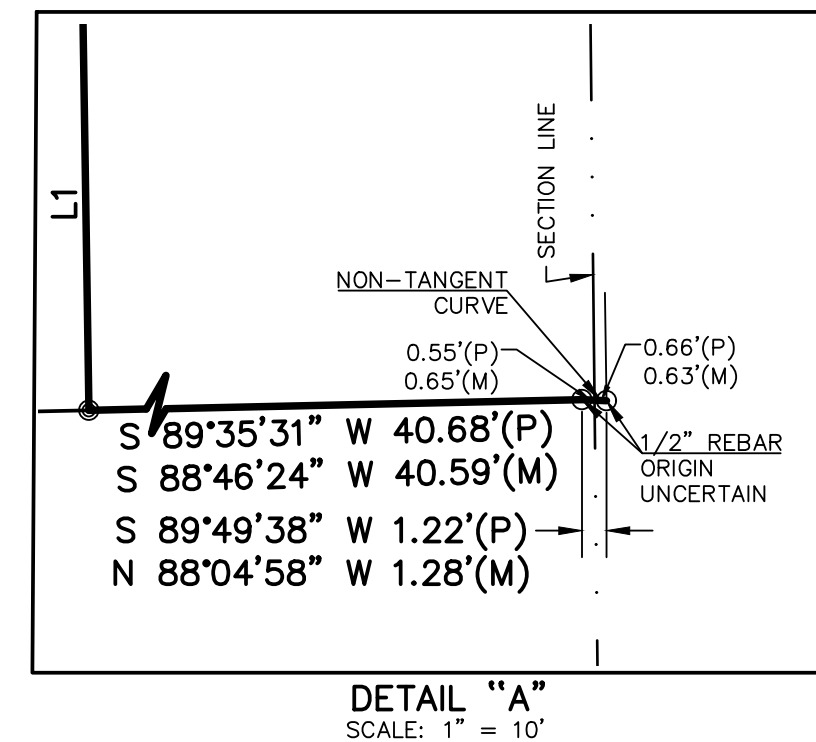
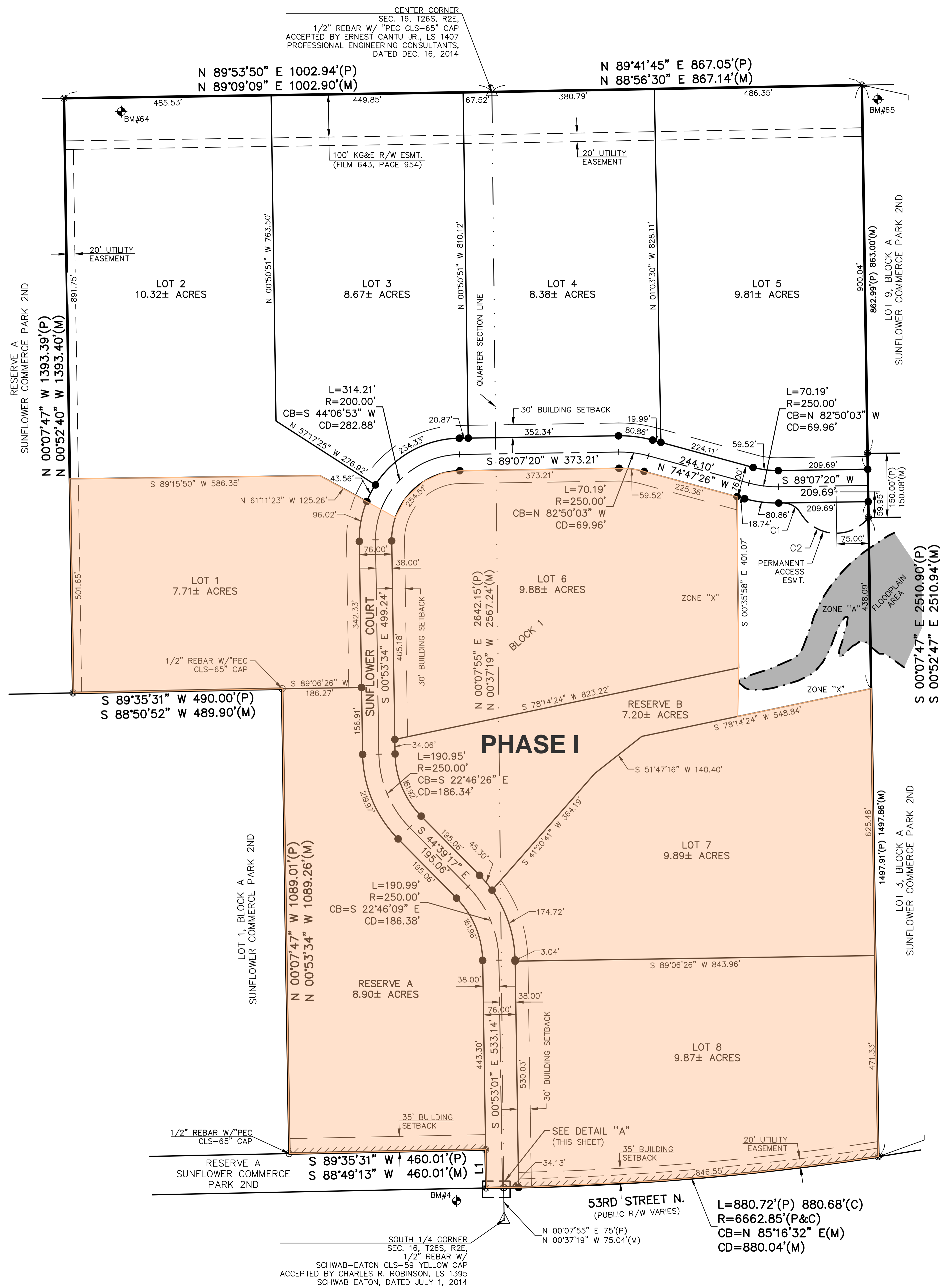
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

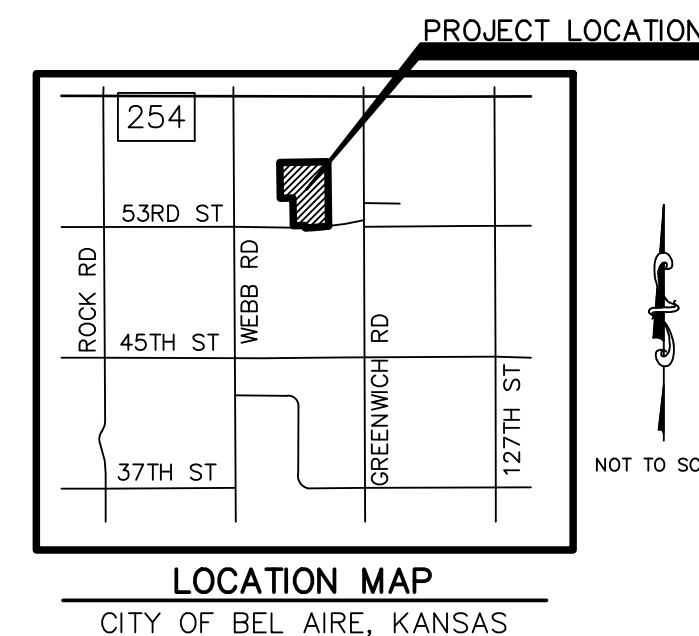
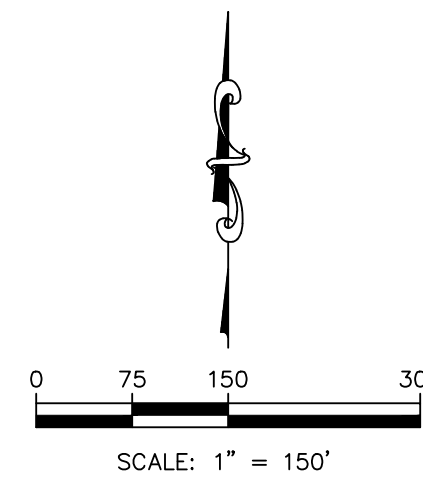
LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 1 and 6-8, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire, Sedgwick County, Kansas.	By: 	



FINAL PLAT PUD  
**SUNFLOWER COMMERCE PARK 3RD ADDITION**  
 A REPLAT OF LOT 2, BLOCK A, SUNFLOWER COMMERCE PARK 2ND ADDITION,  
 BEL AIRE, SEDGWICK COUNTY, KANSAS



LINE & CURVE TABLE	
L1	N 00°07'47" W 90.00'(P) N 00°53'01" W 90.07'(M)
C1	L=50.43' R=48.00' CB=S 60°46'43" E CD=48.14'
C2	L=187.65' R=97.00' CB=S 86°06'02" E CD=159.73'



LEGEND	
	SECTION CORNER MONUMENT FOUND
	1/2"x24" REBAR W/KVE CLS-20 YELLOW CAP SET
	MONUMENT FOUND, ORIGIN UNCERTAIN
	1/2" REBAR W/"ARMSTRONG LS-780" CAP
	(P) PLATTED BEARING AND DISTANCE PER SUNFLOWER COMMERCE PARK 2ND ADDITION
	(M) MEASURED BEARING AND DISTANCE
	BENCHMARK LOCATION
	COMPLETE ACCESS CONTROL
	FLOODPLAIN DESIGNATION

**DATUM BENCHMARK:**

DATUM IS U.S. SURVEY FEET AND REFERS TO NAVD88 DATUM DERIVED FROM CONNECTIONS TO THE SEDGWICK COUNTY NTRIP NETWORK. ORTHOMETRIC HEIGHT WAS DETERMINED USING THE GEOID 18 MODEL.

**BENCHMARKS:**

BM #4: PLATTED BENCHMARK #4, PER SUNFLOWER COMMERCE PARK 2ND ADDITION; CHISELED SQUARE ON THE NORTH OF A REINFORCED CONCRETE BOX, HALF MILE WEST OF GREENWICH ROAD ON 53RD STREET NORTH.  
 ELEV=1409.01

BM #64: CHISELED "X" ON THE SOUTH SIDE OF UTILITY POLE CONCRETE PAD, 135'± EAST OF THE NORTHWEST CORNER OF LOT 2, BLOCK A, SUNFLOWER COMMERCE PARK 2ND ADDITION.  
 ELEV=1392.35

BM #65: CHISELED SQUARE WITH "X" SET ON WEST OF UTILITY POLE CONCRETE PAD, 50'± SOUTHEAST OF THE NORTHEAST CORNER OF LOT 2, BLOCK A, SUNFLOWER COMMERCE PARK 2ND ADDITION.  
 ELEV=1394.07

DATE OF PREPARATION: JUNE 23, 2023

		200 N. EMPORIA, SUITE 100 WICHITA, KANSAS 67202 PH. (316) 440-4304 wh@kveneng.com   www.kveneng.com	PROJECT NO. <b>C23S2566</b> DRAWN BY <b>AL</b> CHECKED BY <b>TCH</b> CFN <b>2566PLAT</b> SHEET <b>1 OF 2</b>
		FINAL PLAT PUD SUNFLOWER COMMERCE PARK 3RD BEL AIRE, SEDGWICK COUNTY, KS.	
		KAW VALLEY ENGINEERING, INC. IS AUTHORIZED TO OFFER SURVEYING SERVICES BY KANSAS STATE CERTIFICATE OF AUTHORIZATION NO. LS-20. EXPIRES 12/31/24	



FINAL PLAT PUD  
**SUNFLOWER COMMERCE PARK 3RD ADDITION**  
A REPLAT OF LOT 2, BLOCK A, SUNFLOWER COMMERCE PARK 2ND ADDITION,  
BEL AIRE, SEDGWICK COUNTY, KANSAS

**RECORD DESCRIPTION (DOC#/FLM-PG: 29775209):**

LOT 2, BLOCK A, SUNFLOWER COMMERCE PARK 2ND, AN ADDITION TO BEL AIRE, SEDGWICK COUNTY, KANSAS.

**PUD REGULATIONS:**

THE SUNFLOWER COMMERCE PARK 3RD ADDITION, A REPLAT OF LOT 2, BLOCK A, SUNFLOWER COMMERCE PARK 2ND ADDITION INTO 8 LOTS AND 2 RESERVES CONFORMS TO THE STANDARDS AND ZONING IN PLACE ON THE PROPERTY, FROM THE ORIGINAL PUD PLAT OF SUNFLOWER COMMERCE PARK 2ND ADDITION. NO WAIVERS OR VARIANCES ARE ANTICIPATED ON THIS REPLAT. ALL SUBMITTALS BUILDING PERMIT REQUIRED THROUGH THE CITY OF BEL AIRE AND SEDGWICK COUNTY SHALL BE ENFORCED AND BE PRESENTED AT SUCH TIME THE LOTS DEVELOP.

**OWNER'S CERTIFICATE AND DEDICATION**

STATE OF KANSAS } SS  
COUNTY OF SEDGWICK }

THIS IS TO CERTIFY THAT THE UNDERSIGNED OWNER(S) OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S DESCRIPTION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED ON THE ACCOMPANYING PLAT INTO LOTS, BLOCKS, A STREET, AND RESERVES UNDER THE NAME OF "SUNFLOWER COMMERCE PARK 3RD ADDITION", A REPLAT OF LOT 2, BLOCK A, SUNFLOWER COMMERCE PARK 2ND ADDITION, CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS. THAT ALL HIGHWAYS, STREETS, EASEMENTS, AND PUBLIC SITES AS DENOTED ON THE PLAT ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC FOR THE LIMITED PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, AND REPAIRING PUBLIC IMPROVEMENTS AND FRANCHISE UTILITIES WITHIN THE CITY OF BEL AIRE; AND FURTHER THAT THE LAND CONTAINED HEREIN IS HELD AND SHALL BE CONVEYED SUBJECT TO ANY APPLICABLE RESTRICTIONS, RESERVATIONS AND COVENANTS NOW ON FILE OR HEREAFTER FILED IN THE OFFICE OF THE REGISTER OF DEEDS OF SEDGWICK COUNTY, KANSAS.

RESERVES "A" AND "B" ARE HEREBY RESERVED FOR OPEN SPACE, LANDSCAPING, ENTRY MONUMENTS, SIDEWALKS, DRAINAGE, DRAINAGE STRUCTURES AND FLOOD PROTECTION. ANY UTILITIES SHALL BE CONFINED TO EASEMENTS CREATED BY SEPARATE DOCUMENT. OWNER HEREBY COVENANTS AND AGREES FOR SUCH OWNER AND OWNER'S GRANTEEES, DEVISEES, SUCCESSORS AND ASSIGNS, (1) THAT NO HUMAN HABITAT OR OTHER CONSTRUCTION MAY BE BUILT IN SAID RESERVES AND THAT NO OBSTRUCTION SHALL BE PLACED THEREIN; (2) THAT NO LEVEE OR ANY FILL, CHANGE OF GRADE, CREATION OF CHANNELS OR OTHER WORK SHALL BE CONSTRUCTED EXCEPT WITH THE APPROVAL OF THE KANSAS STATE BOARD OF AGRICULTURE, DIVISION OF WATER RESOURCES IN ACCORDANCE WITH KSA 24-126; AND (3) THAT SAID RESERVES SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION UNTIL SUCH TIME AS THE GOVERNING BODY EXERCISING JURISDICTION UNDER 82A-301 ELECTS TO ASSUME RESPONSIBILITY FOR, MAINTENANCE OF AND IMPROVEMENTS TO DRAINAGE.

NO PRIVATE DRAINAGE SYSTEMS SHALL BE LOCATED WITHIN PUBLIC DRAINAGE EASEMENTS UNLESS A RESIDENTIAL DRAINAGE RELIEF PERMIT IS OBTAINED FROM THE CITY OF BEL AIRE PUBLIC WORKS & UTILITIES DEPARTMENT.

A MASTER DRAINAGE PLAN HAS BEEN DEVELOPED FOR THIS PLAT. ALL DRAINAGE EASEMENTS, RIGHTS-OF-WAY, AND RESERVES SHALL REMAIN AT ESTABLISHED GRADES (UNLESS MODIFIED WITH THE APPROVAL OF THE CITY ENGINEER) AND SHALL BE UNOBSTRUCTED TO ALLOW FOR THE CONVEYANCE OF STORMWATER IN ACCORDANCE WITH THE STORMWATER MANUAL. THE MAINTENANCE OF ALL DRAINAGEWAYS AND DRAINAGE FACILITIES IN BACKYARD DRAINAGE EASEMENTS AND RESERVES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER, AND SHALL BE ENFORCED BY THE HOMEOWNERS' ASSOCIATION AND BE PROVIDED FOR IN THE HOMEOWNERS' ASSOCIATION COVENANTS. LOT GRADING PLAN CERTIFICATE PERTAINING TO SUCH OWNER'S LOT TO ANY PERSON INSTALLING A LAWN, LANDSCAPING, FENCING, OR OTHER IMPROVEMENTS OR STRUCTURES AND REQUIRE THEM TO MAINTAIN THE GRADE LEVELS SHOWN ON THE INDIVIDUAL LOT GRADING PLAN CERTIFICATE.

PLAT IS SHOWN TO BE LOCATED IN ZONE "X" AREA OF MINIMAL FLOOD HAZARD & A PORTION IN ZONE "A" AREA WITHOUT BASE FLOOD ELEVATION, AS SAID PROPERTY PLOTS BY SCALE ON THE FLOOD INSURANCE RATE MAP NUMBER 20173C0240G. FEMA FLOODPLAIN AND REGULATORY FLOODWAY BOUNDARIES ARE SUBJECT TO PERIODIC CHANGE, AND SUCH CHANGE MAY AFFECT THE INTENDED LAND USE WITHIN THE SUBDIVISION.

ALL STREETS, ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC AND ALL ACCESS CONTROLS ARE HEREBY DEDICATED TO THE CITY OF BEL AIRE.

\_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
DATE SIGNED: \_\_\_\_\_

**MORTGAGE HOLDER**

THE CONSENT OF THE MORTGAGE HOLDER IN THE FOLLOWING FORM FOR AN INDIVIDUAL CAPACITY OR MODIFIED IF A REPRESENTATIVE CAPACITY:

THE \_\_\_\_\_ (NAME OF INSTITUTION) BY \_\_\_\_\_  
(NAME & TITLE OF OFFICER), HOLDERS OF A MORTGAGE ON THE ABOVE DESCRIBED PROPERTY DO HEREBY CONSENT TO THE PLAT OF SUNFLOWER COMMERCE PARK 3RD ADDITION, CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS.

\_\_\_\_\_  
(NAME OF INSTITUTION  
& LOCATION)  
\_\_\_\_\_  
(NAME AND TITLE)

**NOTARY CERTIFICATE**

STATE OF KANSAS } SS  
COUNTY OF SEDGWICK }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY \_\_\_\_\_ (PRINTED NAME) ON BEHALF OF \_\_\_\_\_  
INSTITUTION/COMPANY).

\_\_\_\_\_, NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_.

**COUNTY SURVEYOR CERTIFICATE**

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH K.S.A.  
58-2005 ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
TRICIA L. ROBELLO, P.S. #1246  
DEPUTY COUNTY SURVEYOR  
SEDGWICK COUNTY, KS.

**PLANNING COMMISSION CERTIFICATE**

STATE OF KANSAS } SS  
COUNTY OF SEDGWICK }

THIS PLAT OF "SUNFLOWER COMMERCE PARK 3RD ADDITION", HAS BEEN SUBMITTED TO AND APPROVED BY THE BEL AIRE PLANNING COMMISSION, BEL AIRE, KANSAS, WITH THE RECOMMENDATION THAT MUCH AT BE APPROVED AS PROPOSED.  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

AT THE DIRECTION OF THE BEL AIRE PLANNING COMMISSION.

\_\_\_\_\_, CHAIRPERSON  
JAMES SCHMIDT

ATTEST: \_\_\_\_\_, SECRETARY  
JAY COOK

**GOVERNING BODY CERTIFICATE**

STATE OF KANSAS } SS  
COUNTY OF SEDGWICK }

THE DEDICATIONS SHOWN ON THIS PLAT, IF ANY, ARE HEREBY ACCEPTED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS ON \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

AT THE DIRECTION OF THE BEL AIRE CITY COUNCIL.

\_\_\_\_\_, MAYOR  
JIM BENAGE

ATTEST: \_\_\_\_\_, CITY CLERK  
MELISSA KREHBIEL

**TRANSFER RECORD**

ENTERED ON TRANSFER RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, COUNTY CLERK  
KELLY B. ARNOLD

**REGISTER OF DEEDS CERTIFICATE**

STATE OF KANSAS } SS  
COUNTY OF SEDGWICK }

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE, AT \_\_\_\_\_, M.  
ON \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, REGISTER OF DEEDS  
TONYA E. BUCKINGHAM



\_\_\_\_\_, DEPUTY  
KENLY ZEHRING

**SURVEYOR'S CERTIFICATION:**

I, TRENTON C. HEINEN, DO HEREBY CERTIFY THAT I AM A DULY LICENSED AND REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF KANSAS, WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING; THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY ME OR UNDER MY DIRECT SUPERVISION; THAT ALL SUBDIVISION REGULATIONS OF WICHITA HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT; THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS, AND THAT ALL THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF. GIVEN UNDER MY HAND AND SEAL AT WICHITA, KANSAS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

DATE OF SURVEY: MARCH 10, 2023

DATE OF PREPARATION: JUNE 22, 2023

		200 N. EMPORIA, SUITE 100 WICHITA, KANSAS 67202 PH. (316) 440-4304 wh@kveng.com   www.kveng.com	PROJECT NO. <b>G23S2566</b> DRAWN BY <b>AL</b> CHECKED BY <b>TCH</b> CFN <b>2566PLAT</b> SHEET <b>2 OF 2</b>
		FINAL PLAT PUD SUNFLOWER COMMERCE PARK 3RD, BEL AIRE, SEDGWICK COUNTY, KS.	
		KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER SURVEYING SERVICES BY KANSAS STATE CERTIFICATE OF AUTHORIZATION NO. LS-20. EXPIRES 12/31/24	

Gilmore & Bell, P.C.  
07/12/2023

EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON JULY 18, 2023

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/SUNFLOWER COMMERCE PARK 3<sup>RD</sup> ADDITION).**

Thereupon, Councilmember \_\_\_\_\_ moved that said Resolution be adopted. The motion was seconded by Councilmember \_\_\_\_\_. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [ ] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

\* \* \* \* \*

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Clerk

Gilmore & Bell, P.C.  
07/12/2023

(Published in *The Ark Valley News*, on July \_\_, 2023)

**RESOLUTION NO. [\_\_]**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/SUNFLOWER COMMERCE PARK 3<sup>RD</sup> ADDITION).**

**WHEREAS**, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:**

**Section 1. Findings of Advisability.** The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

Paving improvements to serve the Improvement District defined below, with the Improvements to be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the Improvements is: \$1,050,000. Said estimated cost may be increased to include temporary finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after July 18, 2023.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**Sunflower Commerce Park Third Addition**

Lots 1, 6 through 8, Block 1

to the City of Bel Aire, Sedgwick County, Kansas.

(d) The method of assessment is a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1, and 6 through 8, Block 1, Sunflower Commerce Park Third Addition, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay ¼ of the total costs payable by the Improvement District.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If (i) the Improvements are abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvements under the authority of the Petition and the Act; or (ii) if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the Improvement District in accordance with the provisions hereof.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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**ADOPTED** by the governing body of the City on July 18, 2023.

(SEAL)

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Krehbiel, Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on July 18, 2023 as the same appears of record in my office.

DATED: July 18, 2023.

\_\_\_\_\_  
Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.  
07/12/2023

EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON JULY 18, 2023

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/SUNFLOWER COMMERCE PARK 3<sup>RD</sup> ADDITION).**

Thereupon, Councilmember \_\_\_\_\_ moved that said Resolution be adopted. The motion was seconded by Councilmember \_\_\_\_\_. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [ ] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

\* \* \* \* \*

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Clerk

Gilmore & Bell, P.C.  
07/12/2023

(Published in *The Ark Valley News*, on July \_\_, 2023)

**RESOLUTION NO. [\_\_]**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/SUNFLOWER COMMERCE PARK 3<sup>RD</sup> ADDITION).**

**WHEREAS**, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:**

**Section 1. Findings of Advisability.** The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

Sanitary sewer improvements to serve the Improvement District defined below, with the Improvements to be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the Improvements is: \$450,000. Said estimated cost may be increased to include temporary finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after July 18, 2023.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**Sunflower Commerce Park Third Addition**

Lots 1, 6 through 8, Block 1

to the City of Bel Aire, Sedgwick County, Kansas.

(d) The method of assessment is a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1, and 6 through 8, Block 1, Sunflower Commerce Park Third Addition, to the City

601000.20205\PA SANITARY SEWER SUNFLOWER COMMERCE PARK 3RD ADD

of Bel Aire, Sedgwick County, Kansas, shall each pay ¼ of the total costs payable by the Improvement District.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If (i) the Improvements are abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvements under the authority of the Petition and the Act; or (ii) if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the Improvement District in accordance with the provisions hereof.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on July 18, 2023.

(SEAL)

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Krehbiel, Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on July 18, 2023 as the same appears of record in my office.

DATED: July 18, 2023.

\_\_\_\_\_  
Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.  
07/12/2023

EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON JULY 18, 2023

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM DRAINAGE IMPROVEMENTS/SUNFLOWER COMMERCE PARK 3<sup>RD</sup> ADDITION).**

Thereupon, Councilmember \_\_\_\_\_ moved that said Resolution be adopted. The motion was seconded by Councilmember \_\_\_\_\_. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [ ] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

\* \* \* \* \*

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Clerk



Gilmore & Bell, P.C.  
07/12/2023

(Published in *The Ark Valley News*, on July \_\_, 2023)

## RESOLUTION NO. [\_\_]

### **A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM DRAINAGE IMPROVEMENTS/SUNFLOWER COMMERCE PARK 3<sup>RD</sup> ADDITION).**

**WHEREAS**, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:**

**Section 1. Findings of Advisability.** The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

Storm drainage improvements to serve the Improvement District defined below, with the Improvements to be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the Improvements is: \$1,750,000. Said estimated cost may be increased to include temporary finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after July 18, 2023.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

#### **Sunflower Commerce Park Third Addition**

Lots 1, 6 through 8, Block 1

to the City of Bel Aire, Sedgwick County, Kansas.

(d) The method of assessment is a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1, and 6 through 8, Block 1, Sunflower Commerce Park Third Addition, to the City

601000.20205\PA STORM DRAINAGESUNFLOWER COMMERCE PARK 3RD ADD

of Bel Aire, Sedgwick County, Kansas, shall each pay ¼ of the total costs payable by the Improvement District.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If (i) the Improvements are abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvements under the authority of the Petition and the Act; or (ii) if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the Improvement District in accordance with the provisions hereof.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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**ADOPTED** by the governing body of the City on July 18, 2023.

(SEAL)

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Krehbiel, Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on July 18, 2023 as the same appears of record in my office.

DATED: July 18, 2023.

\_\_\_\_\_  
Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.  
07/12/2023

EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON JULY 18, 2023

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS/SUNFLOWER COMMERCE PARK 3<sup>RD</sup> ADDITION).**

Thereupon, Councilmember \_\_\_\_\_ moved that said Resolution be adopted. The motion was seconded by Councilmember \_\_\_\_\_. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [ ] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

\* \* \* \* \*

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Clerk

Gilmore & Bell, P.C.  
07/12/2023

(Published in *The Ark Valley News*, on July \_\_, 2023)

## RESOLUTION NO. [\_\_]

### **A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS/SUNFLOWER COMMERCE PARK 3<sup>RD</sup> ADDITION).**

**WHEREAS**, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:**

**Section 1. Findings of Advisability.** The governing body hereby finds and determines that:

- (a) It is advisable to make the following improvements (the "Improvements"):

Water improvements to serve the Improvement District defined below, with the Improvements to be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

- (b) The estimated or probable cost of the Improvements is: \$350,000. . Said estimated cost may be increased to include temporary finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after July 18, 2023.

- (c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

#### **Sunflower Commerce Park Third Addition**

Lots 1, 6 through 8, Block 1

to the City of Bel Aire, Sedgwick County, Kansas.

- (d) The method of assessment is a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1, and 6 through 8, Block 1, Sunflower Commerce Park Third Addition, to the City

of Bel Aire, Sedgwick County, Kansas, shall each pay ¼ of the total costs payable by the Improvement District.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If (i) the Improvements are abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvements under the authority of the Petition and the Act; or (ii) if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the Improvement District in accordance with the provisions hereof.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on July 18, 2023.

(SEAL)

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Krehbiel, Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on July 18, 2023 as the same appears of record in my office.

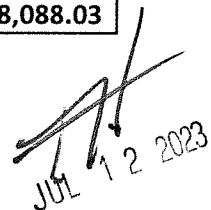
DATED: July 18, 2023.

\_\_\_\_\_  
Melissa Krehbiel, Clerk



CITY OF BEL AIRE		
AP ORD 23-13		
Vendor and Payroll Checks 07/01-07/11/23		
AGH	2023 AUDIT PROGRESS	\$ 20,000.00
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION	\$ 78.00
AIRGAS	CYLINDER LEASE RENEWAL	\$ 154.72
A. RAVENS	REFUND OVERPYT ON UTILITY ACCT	\$ 148.29
ARC DOCUMENT SOLUTIONS	MAP PRINTER:MONTHLY PRINTING	\$ 53.55
ARK VALLEY NEWS	BREEZE AD,LEGAL PUBLICATIONS	\$ 1,227.24
BARDAVON HEALTH INNOVATIO	PRE-EMPLOYMENT SCREENING	\$ 280.00
BEAR TIRE, INC.	MOWER TIRE REPAIR	\$ 13.95
BRADY	CH:JANITORIAL SUPPLIES	\$ 951.06
BRAINARD, NATHAN W	YOUTH SPORTS OFFICIAL	\$ 180.00
CINTAS CORPORATION	PD MATS/PW UNIFORMS/TOWEL	\$ 2,460.37
CINTAS FIRST AID & SAFETY	PD:RESTOCK FIRST AID	\$ 348.48
CITY OF BEL AIRE	IPAY ERROR-PYT TO UB ACCT	\$ 328.10
CORE & MAIN LP	PIT LIDx50	\$ 1,516.50
COUNTRYSIDE LAWN & TREE C	CONTRACT MOWING:CH/EAST RAB	\$ 151.54
CULLIGAN OF WICHITA	WATER SERVICE	\$ 67.60
DIGITAL OFFICE SYSTEMS	COPIER OVERAGE 05/27-06/26/23	\$ 22.19
ECITY TRANSACTIONS, LLC	06/23 ONLINE PYT SERVICE	\$ 450.00
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 562.00
EVERGY - FUND/DEPT BILLIN	ELEC SVC:PUBLIC AREAS	\$ 3,266.02
EVERGY - STREET LIGHTS	ELEC SVC:STREET LIGHTING	\$ 195.96
EVERGY-PUBLIC BLDGS	ELEC SVC:CITY BLDGS	\$ 3,578.46
EWING IRRIGATION PRODUCTS	IRRIGATION SUPPLIES	\$ 217.45
FICA/FEDERAL W/H	FED/FICA TAX	\$ 25,743.97
FRIESEN & ASSOCIATES INC	COMMUNICATIONS COUNSEL	\$ 393.75
GARVER	COZY/AURORA, CEDAR PASS, SKYVIEW, ROCK SPR 4, BRISTOL	\$ 108,869.26
HARDWICK, HAYDEN	YOUTH SPORTS OFFICIAL	\$ 40.00
HARDWICK, JEFFREY	YOUTH SPORTS OFFICIAL	\$ 133.00
HASTY AWARDS	REC PROGRAM AWARDS	\$ 220.42
HESS, MARTY	YOGA INSTRUCTOR	\$ 120.00
IDEATEK TELECOM	06/23 HOSTED PHONE SERV	\$ 633.31
IMA, INC.	HEALTH BENEFITS ADMIN AUG #11	\$ 833.00
IMAGINE IT, INC	MONTHLY MICROSOFT, SUPPORT	\$ 1,539.73
INTERLINGUAL INTERPRETING	COURT INTERPRETER	\$ 147.50
INTL MUNICIPAL LAWYERS AS	2023 DUES:SCHROCK	\$ 480.00
IPMA-HR	MEMBERSHIP:2023 TERHUNE	\$ 120.00
JCI INDUSTRIES, INC.	DIAGNOSE/REPAIR HARDING LIFT ST	\$ 4,464.00
KANSAS CITY BANKRUPTCY BR	KCBBA ATTENDANCE: M SCHROCK	\$ 25.00
KANSAS GOLF AND TURF-WICH	MOW EQUIP REPAIR/SUPPLIES	\$ 306.69
KANSAS ONE-CALL SYSTEMS	LOCATE FEES:419 FOR 06/23	\$ 502.80
KANSAS PAVING	PAVEMENT CURBING REPAIRS PYT 3	\$ 126,424.53
KANZA CO-OPERATIVE ASSOC	BULK FUEL	\$ 3,063.11

KIRBY, BRENNIA	YOUTH SPORTS OFFICIAL	\$ 234.00
KIRBY, WILLOW	YOUTH SPORTS OFFICIAL	\$ 252.00
KONDA, KAMERON	YOUTH SPORTS OFFICIAL	\$ 51.00
KS DEPT H/E:ANALYTICAL SV	2ND QTR 2023 ANALYTICAL SVC	\$ 360.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,433.86
KS DEPT TRANSPORTATION	RAIL SPUR LOAN PYMNT #95	\$ 3,877.06
KS PUBLIC EMPL RETIRE SYS	KPERS TIER 3	\$ 15,785.91
KS TREASURER - COURT FEES	06/23 COURT FEES	\$ 2,135.75
LANDWORKS STUDIO	BEL AIRE PARKS MASTER PLAN EXP	\$ 294.93
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	\$ 100.00
LEASE FINANCE PARTNERS	36822QT:06/23:PD COPIER	\$ 141.38
MCCOSKEY, CRAIG A	CONTRACT MOWING	\$ 400.00
MCDONALD TINKER PA	LEGAL:CCUA AGREEMENT/INTERM ATTY	\$ 9,103.50
MURDOCK COMPANIES INC	DITCH WITCH PARTS	\$ 129.02
NATIONAL SCREENING BUREAU	NEW HIRE BACKGROUND CHECK-TEST	\$ 127.50
NATIONAL SIGN COMPANY, IN	STOP SIGNS x10	\$ 474.46
NOWAK CONSTRUCTION CO INC	HOMESTEAD SEWAGE PUMPING	\$ 4,800.00
OPTIV SECURITY INC	3YR KCJIS SECURITY KEY FOBS	\$ 219.16
OREILLY AUTO PARTS	AUTO REPAIRS/SUPPLIES	\$ 151.09
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 161.78
PEC	WTR/SWR MASTER PLAN, PAVEMENT IMPR, GIS WTR/SWR, PLANNING/GIS	\$ 78,196.30
PUBLIC WORKS & UTILITIES	22,050,750 GAL:05/04-06/05/23	\$ 106,270.47
SEDG CO DEPT FINANCE/JAIL	06/23 PRISONER HOUSING FEES	\$ 42.40
SEDG CO REGIONAL FORENSIC	RESTITUTION:CASE 2016-00846	\$ 400.00
SIMPLLOT PARTNERS	REC:HERBACIDE	\$ 188.22
SITEONE LANDSCAPE S	INSECTICIDE/PLANTS	\$ 78.97
SUMNERONE	COPIERS LEASES/OVERAGE	\$ 684.89
SURENCY	07/23 VISION INSURANCE	\$ 487.15
TREE TOP NURSERY A	CONTRACT MOWING	\$ 1,134.60
TRIPLETT,WOOLF&GARRETSON	ZONING CONSULT/RESEARCH	\$ 5,691.00
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES	\$ 7,571.61
UNITED INDUSTRIES INC	POOL:CHEMICALS	\$ 663.26
UTILITY SERVICE CO., INC	S WATER TWR MAINT CONTRACT	\$ 5,045.50
VERIZON WIRELESS:CELL PHS	CELL PHONE SVC	\$ 1,572.02
VISION ALLIANCE MARKETING	06/23 COURT SERVICES OFFICER	\$ 872.48
WADE, TERESA	TAEKWONDO INSTRUCTOR	\$ 180.00
WASTE CONNECTIONS, INC	TRASH DISPOSAL SVC:MAINT SHOP	\$ 284.72
WASTE CONNECTIONS, INC.	06/23 RECYCLE OR TRASH SVC	\$ 41,657.13
WICHITA BAR ASSOCIATION	WBA DUES:M SCHROCK	\$ 225.00
PAYROLL CHECKS	PAYROLL CHECKS ON 07/05/2023	\$ 82,461.82
	<b>CLAIMS TOTAL</b>	<b>\$ 688,088.03</b>



JUL 12 2023

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

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **City of Bel Aire** (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

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

***Integra Site Access Transportation Plan*** (hereinafter collectively called the "Project").

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

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

**SECTION 1  
BASIC SERVICES OF TRANSYSTEMS**

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

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

**SECTION 2  
ADDITIONAL SERVICES OF TRANSYSTEMS**

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

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

**Section 2.2      Changes in the Services.**

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

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

**SECTION 3  
CLIENT'S RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

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

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

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

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

## SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

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

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

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

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

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

## SECTION 5 TRANSYSTEMS' COMPENSATION

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

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

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

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

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

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

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

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

### **Section 5.5 Other Provisions Concerning Payments.**

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

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

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

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

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

## SECTION 6 OPINIONS OF COST AND SCHEDULE

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

## SECTION 7 GENERAL CONSIDERATIONS

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

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



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

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

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

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

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

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

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

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

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

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

**Section 7.6 Insurance.**

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

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

**Section 7.6.2 Client Insurance.** If, pursuant to the provisions of Exhibit A, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit A. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

**Section 7.7 Liability and Indemnification.**

**Section 7.7.1 General.** Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the

promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

**Section 7.7.2 TranSystems Indemnification.**

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

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

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

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

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

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

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

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

**Section 7.9 Protection From Supplanting Consultant.** In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants

that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

**Section 7.10 Use of Logo.** CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

## SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

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

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

Exhibit A - Project Description, Schedule and Design Fee

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

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

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

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

**Section 8.5 Deleted.**

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

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not expose TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

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

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

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

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

If to CLIENT:

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

Attention: Mr. Ty Lasher

If to TRANSYSTEMS:

**TranSystems Corporation**  
245 N. Waco, Ste 222  
Wichita, KS 67202

Attention: Mr. Brett Letkowski

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

**Section 8.11 Interpretation.**

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

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and

shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

City of Bel Aire

TranSystems Corporation

By:

By:

Printed Name:

Printed Name: Brett A. Letkowski, PE

Title:

Title: Senior Vice President

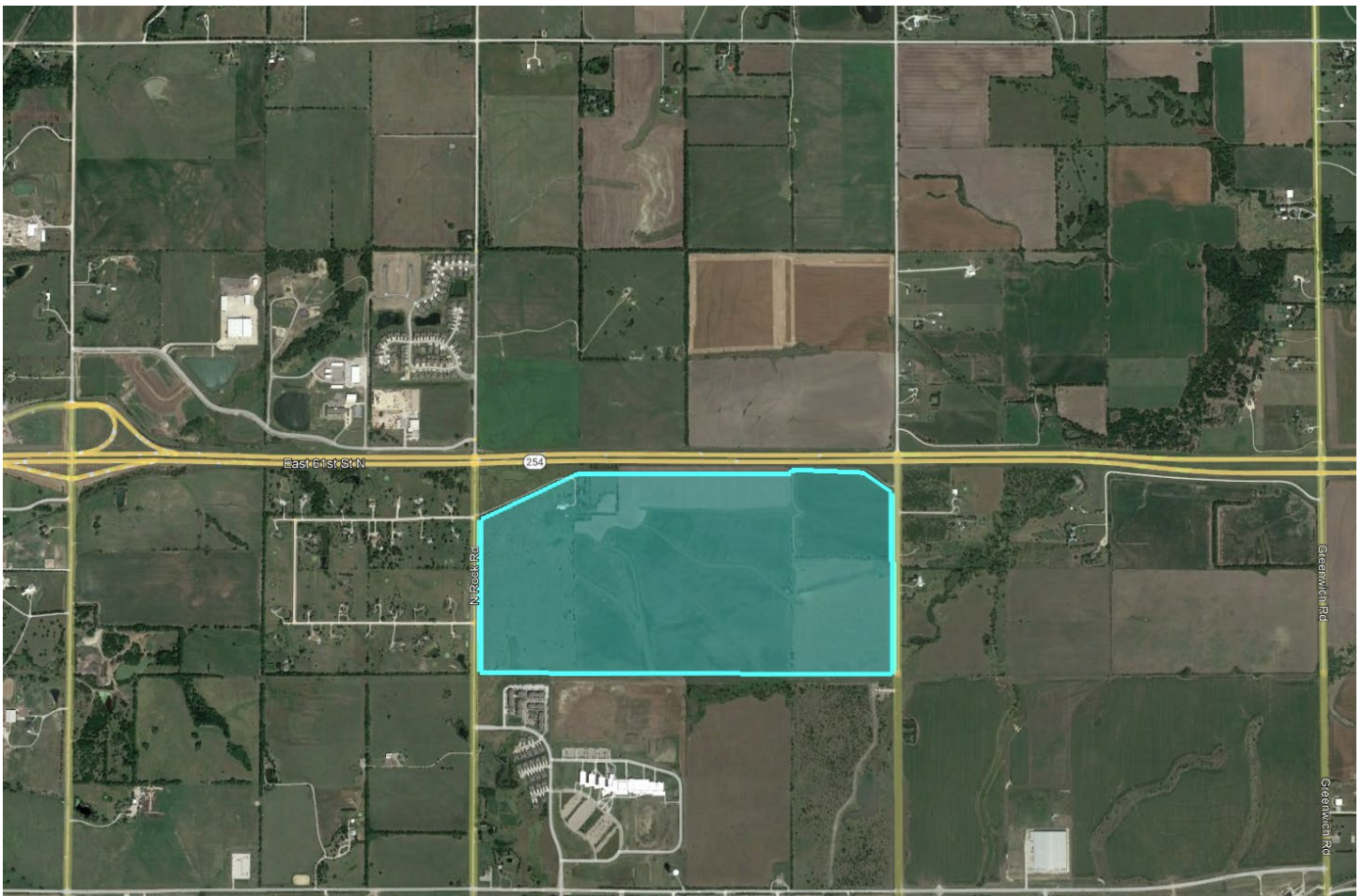


**EXHIBIT "A"**  
**Scope of Services**  
**July 13, 2023**

Section XI, Item A.

**Project Objectives**

The project objectives for this project are to examine the effects of the Integra site on the surrounding transportation system. The project will be developed with input from the city of Bel Aire ("Client") and the other partner study stakeholders including the Kansas Department of Transportation (KDOT), and Sedgwick County, Kansas. The study will focus on the needs for transportation improvements along K-254 (including possible interchange configurations) from Rock to Greenwich, and the surrounding system of Rock Road and Webb Road between 69<sup>th</sup> Street North and 37<sup>th</sup> Street North. TranSystems anticipates using some of the modeling work that was completed with the K-96 project to ensure data cooperation between studies. The work will include more specific generation associated with the Integra site as well as anticipated development on the north side of K-254 between Rock and Webb and 69<sup>th</sup> Street.



**Project Tasks**

The study will be conducted in in three phases, which are listed below with a brief description of each phase.

**Phase 100 – Project Management**  
**Phase 200 – Study Content**  
**Phase 300 – Report Development**

Keeping project goals, schedule and budget  
Data Collection and Alternative Development  
Draft and Final Report with Executive Summary

**Phase 100 – Project Management**

- Develop and maintain a schedule with milestones, which identifies the different tasks associated with the project with a project completion with the following completion dates:
  - Preliminary concepts provided to Client and KDOT by October 1, 2023
  - Final concepts completed by December 31, 2023
  - Final report completed by February 2024
- We have assumed three (3) one-on-one meetings; these could include governing bodies, KDOT or other individuals as necessary for the study and growth projections.
- Four (4) online progress meetings are anticipated as part of the study; these could be included with other project meetings and are assumed one every two months.

Phase 200 – Study Content

200.1 – Data Collection

- Development Plans – CLIENT and/or partner stakeholders will provide copies of plats for any developments within the corridor that are planned or under development. Any available information about potential projects not yet approved or submitted will also be helpful.
- Review existing information to help generate proposed traffic projections along K-254 through the study limits. It is anticipated that the study work completed for Integra and the K-96 projections completed for KDOT may be reused on this project.

200.2 – Traffic Analysis

- Conduct Traffic counts at the following:
  - Conduct 24 hour counts along Rock and Webb which includes vehicle classification data:
    - Rock south of K-254
    - Webb south of K-254
  - Conduct peak hour (6-10 am and 3-7pm) turning movement counts over a typical weekday (Tuesday, Wednesday or Thursday) at the following intersections:

69 <sup>th</sup> Street N. and Rock	Rock and Thorn
69 <sup>th</sup> Street N. and Webb	Rock and 37 <sup>th</sup>
53 <sup>rd</sup> Street N. and Rock	Webb and 39 <sup>th</sup>
53 <sup>rd</sup> Street N. and Webb	Webb and 40 <sup>th</sup> /WSU entrance
Rock and Bel Aire City hall	Webb and 42 <sup>nd</sup>
Access	Webb and 43 <sup>rd</sup>
Rock and Deer Run	Webb and Champions Circle
Rock and Saw Mill Road	Webb and 45 <sup>th</sup>
Rock and Old Mill Road	Webb and 46 <sup>th</sup>
Rock and 45 <sup>th</sup> Street	Webb and 49 <sup>th</sup>
Rock and Champions	Webb and 50 <sup>th</sup>
Rock and Mulberry	Webb and E. Chris St.
Rock and Jasmine	

- Traffic Forecasting, Operations and Safety Review
  - TranSystems will use the K-96 modeling to develop growth assumptions along the corridor.
  - TranSystems will use ITE trip generation for site traffic and for site north of K-254, between Rock and Webb and 69<sup>th</sup> Street
  - Operational Analysis



Perform Operational Analysis at key study intersections along the corridor to identify improvements necessary to support future traffic growth and identifying and mitigating impacts to the limits of the study.

- Develop Synchro/SimTraffic analysis of the corridor intersection. VISSIM models may be used on a limited basis to test complex interactions but is anticipated to limited in nature.
- Develop safety analysis for the corridor
- Crash Frequency and Severity metrics will be developed using a minimum of five (5) years' worth of data.

**200.3 – Existing Study Review**

- Review corridor study reports, plans, capital improvement and project funding documents related to the project provided by the client

**200.4 – Existing Condition Inventory**

- Gather and review information and data necessary to develop an inventory of existing conditions.
- Prepare an inventory of existing conditions within the project limits. This will include, but not be limited to:
  - Land uses
  - Demographics
  - Utility infrastructure
  - Transportation infrastructure
  - Traffic generators
  - Existing traffic volumes and patterns
  - Environmental conditions

**200.5 – Concept Development**

- Develop two scenarios which are anticipated for interim and design year for the study area. Concepts will include short term ( 1 year) and Medium term (2-20 years) options to preserve the corridor as it continues to develop..

**200.6 – Environmental and Land Use Condition**

Consultant will conduct a desktop environmental scan of the Study Area based on the existing data and data collected in previous tasks. The scan will examine, and document existing environmental resource conditions include summary of findings and critical issues, with supporting maps, figures and tables as necessary. Issues requiring further investigation and processing will be identified. The list of critical environmental issues includes:

- Current and planned land uses including community profiles, population, trends, and socio-economic characteristics
- Environmental Justice areas
- Public lands
- Soils and geology
- Surface water
- Floodplains
- Wetlands and ponds
- Prime farmland
- Air Quality
- Noise
- Habitat
- Threatened and Endangered Species
- Hazardous materials sites
- Cultural and Historic Resources

### **Phase 300 – Report Development**

- Develop a Draft Report summarizing the analysis, methodology and recommendations from our Study Content Phase, an electronic copy of the Draft Report including an Executive Summary will be delivered to the CLIENT.
- After receiving comments from the CLIENT's on the Draft Report, a Final Report summarizing the analysis, methodology and recommendations from our Study Content Phase, an electronic copy of the Final Report including an Executive Summary will be delivered to the CLIENT.

### **Final Deliverables**

The final deliverables of this project will be developed with input from the city of Bel Aire, Kansas Department of Transportation (KDOT) and the other partner study stakeholders including Sedgwick County, Kansas. Final deliverables will include the following:

- A final report outlining the findings, projections and recommendations from the design team;
- An Executive Summary summarizing study recommendations;
- Drawings illustrating the existing right of way, estimated future right of way needs and proposed future lane configurations;

All reports shall be produced with associated text, graphics, tables, maps and figures and is anticipated to be completed in legal or 11 x 17 inch format. All deliverables will be provided in an electronic PDF format.

### **Assumptions**

- Qualitative Safety analysis is assumed for the project; no HSM, IHDSM or AASHTOWare analyses are anticipated to compare future expected crashes. CMF's may be referenced to identify appropriate wrong way driving and other countermeasures associated with any crash patterns that may exist.
- No permitting or environmental is anticipated as part of the design.
- Bel Aire and KDOT will provide review comments on the design concept.
- No drainage report, site plan development, plans for construction or environmental considerations will be included under this scope of services.
- Geological investigations are not included in this proposal.
- We are assuming 14 days for agency (Bel Aire, KDOT) review times on the corridor.
- No alternative transportation modes such as transit, pedestrian or bicycle will be collected or analyzed.

### **Design Fee**

Our design fee to complete the above scope of work will be a lump sum amount of \$90,000.

**EXHIBIT "B"**  
**CLIENT'S Duties**

**SCHEDULE "1"**  
**TRANSYSTEMS' Schedule of Rates and Expenses**

*City of Bel Aire, Kansas*



## STAFF REPORT

DATE: July 12, 2023  
 TO: Ty Lasher, City Manager  
 FROM: Anne Stephens, City Engineer  
 RE: Sunflower Commerce Park 3rd Engineering Services

### **Proposal Focus:**

#### Our Mission

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

#### Our Values

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

### **Current Situation:**

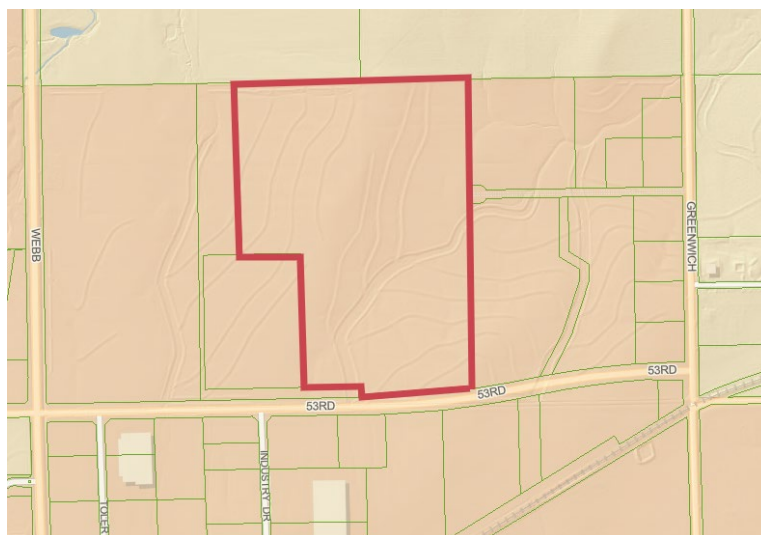
The Developer is ready to initiate the engineering design on first phase of Sunflower Commerce Park 3rd.

### **Goals:**

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

### **Discussion:**

The Developer has asked Short Elliott Hendrickson (SEH) to prepare an agreement for Engineering Design and Construction services for the design services for their development.



**Financials:**

The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots.

**Recommendation:**

Staff recommends that the City Council accept the Agreement for Professional Services from Garver in the amount of \$261,200.

## Agreement for Professional Services

This Agreement is effective as of July 11, 2023, between City of Bel Aire (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Sunflower Commerce Park 3rd Addition – Construction Documents**

**Client's Authorized Representative:** Ty Lasher  
**Address:** 7651 E. Central Park Avenue, Bel Aire, Kansas, 67226, United States  
**Telephone:** 316.744.2451 **email:** tlasher@belaireks.gov

**Project Manager:** Jake Vasa  
**Address:** 15750 West Dodge Road, Suite 304, Omaha, Nebraska 68118  
**Telephone:** 14024804096 **email:** jvasa@sehinc.com

**Project Description:** The project area is an approximate 90 acre site – 8 Industrial Lots, and will begin at the north side of 53<sup>rd</sup> Street in the Sunflower Commerce Park in the City of Bel Aire, Kansas. The proposed industrial development design will include; grading, paving, water main, sanitary sewer main, and drainage. A bid package will be developed for the entire scope of work (1 contract).

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

**Task 1: Construction Documents (Phase 1 – Entire site grading, improvements for Lots 1, & 6-8)**

- Develop refined grading plan for the entire site
- Develop roadway alignment and typical sections
- Develop storm sewer routing and design
- Provide water main plans and connections to the existing water system on the south side of 53<sup>rd</sup> Street
- Develop sanitary sewer routing and design – connection on the south side of 53<sup>rd</sup> Street
- Submit Final Plans for City staff review, which shall include the following:
  - Title sheet
  - Notes sheet
  - Typical section sheet
  - Details sheets
  - Control sheet
  - Site Grading Plans
  - Site Grading Heat map
  - Site Erosion Control & Stabilization plans
  - Sanitary Sewer Plan & Profile sheets
  - Water Main Plan & Profile sheets
  - Roadway Plan & Profile sheets
  - Storm sewer Plan & Profile sheets
  - Roadway Cross-sections sheets
- Provide project specifications & bid documents
- Send plans to local utility companies for review and relocation coordination, as necessary
- Send plans to City of Bel Aire for review and comment, and make revisions as necessary
- Send plans to Kansas Dept. of Health and Environment (KDHE) for review and permitting
- Provide Final Opinion of Cost for Sanitary, Water, Street, and Drainage for Special Assessment Petitions
- Make final revisions and incorporate comments from City staff and KDHE from Final Plans review



**Not included:**

- Phase 2 design
- Construction administration
- Turn Lane design
- Landscape plan
- Construction Staking

**Schedule:** Design is anticipated to take up to 8 weeks for the Construction Documents submittal to city for review, and reviews and resubmittals can take another 3 weeks. Once approved by the City, permitting will begin and within 3 weeks the project can solicit bids.

Note: Consultant can adjust the schedule to meet critical deadlines that are mutually agreed upon. Overall schedule may be impacted by regulatory approval processes beyond the control of the Consultant.

**Payment:** The lump sum fee, including expenses and equipment (mileage and lodging), **\$261,200.**

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

Section II(A)(6) shall be replaced by "Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees."

Section III(A)(4) is added: "Consultant shall invoice Client on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Client to know with reasonable certainty the proportion of Services accomplished."

Section III(A)(1) shall be replaced by "Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements incurred in connection with collecting amounts owed by Client."

Section IV(A)(4) is added: "Contractor shall indemnify Client, and its elected and appointed officials, officers, managers, members, and employees-against any and all loss or damage to the extent such loss and/or damage caused by Contractor's negligence and/or reckless conduct in the provision performance of services under this

Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.”

Section IV(E)(1) shall be replaced by “Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.”

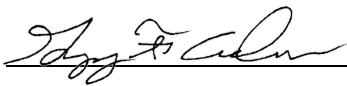
Section V(B)(1) shall be replaced by “Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service. Upon Client’s written request, Consultant will furnish to Client copies of any electronic media that are not listed as Instruments of Service”

Section V(A)(1) shall be replaced by “All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant’s Instruments of Service (“Instruments of Service”). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.”

Section V(B)(2) shall be replaced by “Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant’s current rate schedule.”

**Short Elliott Hendrickson Inc.**

**City of Bel Aire**

By:   
Full Name: \_\_\_\_\_  
Title: Principal

By: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-2**  
**to Agreement for Professional Services**  
**Between City of Bel Aire (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated July 11, 2023**

**Payments to Consultant for Services and Expenses**  
**Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement, if authorized in advance by the Client.

1. Expense of overtime work requiring higher than regular rates.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
  3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

### E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

## SECTION V – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

City of Bel Aire, Kansas



STAFF REPORT

DATE: July 18, 2023  
TO: Ty Lasher, City Manager  
FROM: Anne Stephens, City Engineer  
RE: Harding Street Lift Station Auto Sampler

**Proposal Focus:**

Our Mission

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

Our Values

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

**Current Situation:**

The City received a grant for a wastewater autosampler earlier this year with the thought that we could install it and collect composite samples from all of the wastewater being sent to CCUA. Unfortunately, it is not working out to be able to install the autosampler at a point where the flows from both the 53<sup>rd</sup> Street Lift Station and the Harding Street lift station are combined and before Park City flows are combined without a considerable amount of additional infrastructure and easements/right-of-way. The next best solution is to install the original autosampler in the 53<sup>rd</sup> Street Lift Station and obtain a second autosampler for the Harding Street lift station.

**Goals:**

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

**Discussion:**

Staff contacted Haynes Equipment Company in Olathe, Kansas for a quote for the exact same model of autosampler that we currently have. The cost of this autosampler is \$10,855.00 and has a 4-5 week lead time. Becky Lewis with Burns and MacDonald has arranged for us to borrow an autosampler from the City of Wichita to utilize in the Harding Street lift station in the meantime.

**Financials:**

The cost for the autosampler will be paid for from the sanitary sewer fund, wastewater system maintenance and repair line item. This line was budgeted for \$300,000 and has a balance of \$245,891.68 as of today.

**Recommendation:**

It is staff’s recommendation to purchase the autosampler from Haynes Equipment Company for \$10,855.00.. It is important to keep the two autosamplers the same for operational purchases.

15725 Pflumm Road  
 Olathe, Kansas 66062  
 Phone: 913-782-4962  
 Fax: 913-782-5894  
 Web: [www.haynesequip.com](http://www.haynesequip.com)  
 Email: [tgray@haynesequip.com](mailto:tgray@haynesequip.com)

Section XI, Item C.



**PROPOSAL TO:**

City of Bel Aire

**CONTACT NAME:**

Anne Stephens

**EMAIL:**

[astephens@belaireks.gov](mailto:astephens@belaireks.gov)

**PHONE NUMBERS:**

Office: 316-744-2451

Cell: 0

**DATE:**

17-Jul-23

**LOCATION:**

Bel Aire, Ks

**SUBJECT:**

Bel Aire, KS Sampler

**QUOTE #**

717232TG

QUAN.	PART NO.	DESCRIPTION	PRICE EA.	TOTAL
1	685800102	5800 Refrigerated Sampler (115VAC) w/ Heater	\$9,569.00	\$9,569.00
1	685800009	2.5 Gallon Single Bottle Poly	\$272.00	\$272.00
1	685800020	5800 multipurpose cable for Flow Pacing	\$150.00	\$150.00
1	609004379	3/8" x 25' suction line and strainer	\$188.00	\$188.00
		Freight Included		
		<b>TOTAL</b>		<b>\$10,855.00</b>
		Notes: 1. Prices do not include start-up, installation, services taxes, or anything else not listed above. 2. Haynes Equipment Co., Inc. Service Rates are as follows \$1.00 a mile and \$130.00 dollars an hour or \$1300.00 a day if start-up or any additional work is needed.		

**“IF WE SUPPLY IT, WE MAKE IT WORK!”**

TERMS: Net Cash 30 Days from Date of Shipment. No Sales and/or Use Taxes are included in this proposal	FOB  Factory
SEE TERMS & CONDITIONS ATTACHED TO PROPOSAL	
TIME OF SHIPMENT	
ACCEPTED BY: _____ DATE: _____	
SIGN: _____	Tyler Gray

THIS PROPOSAL SUBJECT TO ACCEPTANCE BY PURCHASER WITHIN THIRTY DAYS FROM DATE HEREOF.  
 WE ARE AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER.





# 5800

SEQUENTIAL/COMPOSITE  
REFRIGERATED SAMPLER





# Reliable Stationary Sampling, Where You Need It!

The 5800 Refrigerated Sampler is Teledyne ISCO's answer to the rigorous demands of waste water sampling.

**Applications:**

- Wastewater treatment plants
- Industrial pretreatment
- Influent and effluent sampling

**Standard Features:**

- Composite or sequential sampling
- Operating range of -20 to 120 °F (-29 to 49 °C), without additional heaters
- Four digital alarm outputs
- 4-20 mA and DC pulse flowmeter input
- Powerful compressor delivers energy efficient, high-performance cooling
- Four stored programs
- Lifting handles for easy installation

User friendly controls, intuitive design and Teledyne ISCO's dedication to quality make the 5800 Refrigerated Sampler the solution for your stationary sampling needs. Rugged enough to withstand extreme conditions, accurate enough for use in every municipal and industrial wastewater application.

The 5800 sampler uses proven peristaltic pump technology for superior performance and volume accuracy.

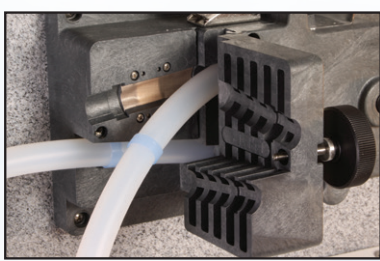
**ALARM NOTIFICATIONS**

The 5800 sampler comes with four remote digital alarms to alert you when the sampling event has started or stopped and will notify you if any errors occur during an event.

The controller actively regulates and displays sample compartment temperature and logs a 24-hour summary to confirm proper sample cooling and maintain sample viability. The sample collection is tailored to your needs through programmable time or flow parameters, program pauses and resumes and an automatic re-run mode.

**FLOW PATH AND TUBING MAINTENANCE**

Pump tubing can be replaced without tools. The safety interlock cuts power whenever the pump band is unlocked, preventing any accidents while maintaining, repairing or changing tubes. Heat resistors on the control panel keep condensation from developing on the circuit board, eliminating the need for desiccant and desiccator maintenance.



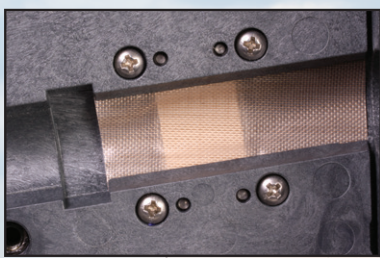
Pump Tubing Bands

**Pump Tubing Bands**

Pump tubing bands keep the tubing in place and ensure precision performance and consistent sample volume delivery.

**Pump Revolution Counter**

High sample volume accuracy is achieved with the pump revolution counter. (USEPA recommended live velocity of at least 2ft/s [0.6m/s], even at head heights up to 25ft. [7.6m]).



Liquid Detector

**Liquid Detector**

The liquid detector notifies the controller when liquid is present for precise line rinsing and elimination of missed samples.

## Extreme Environments? No Problem!

**TEMPERATURE CONTROL**

Viable samples are maintained in the temperature regulated interior. The double walled design is filled with two inches of insulation. Paired with a 1/6 HP high efficiency compressor, the combination keeps samples cool in hot, humid conditions and the interior heaters prevent the sample from freezing in cold conditions.



**CORROSION PROTECTION**

To ensure the long life and reliability of the sampler, corrosion protection is a high priority. The refrigerator's condenser and evaporator coils are made of stainless steel, then electro- and powder coated. As an additional measure, a powder-coated stainless-steel protective grill is installed to limit rainwater accumulation and further protect the sampler in corrosive environments.

**ALL WEATHER**

The 5800's UV protection ensures product longevity and reliability, while the tough double-wall linear low-density polyethylene (LLDPE) construction is designed to withstand harsh outdoor environments without requiring a protective enclosure. The optional pump housing heater allows for uninterrupted sampling in the winter months.





## Programming Options

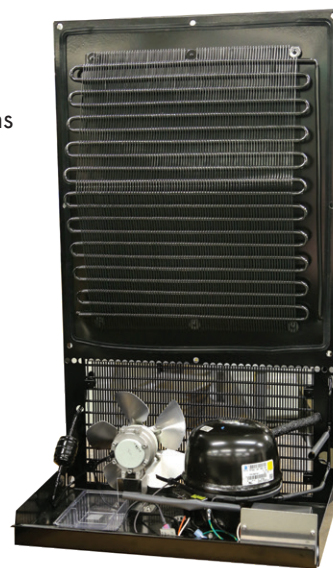
**CONTINUOUS SAMPLING** for compliance monitoring. Samples can be regularly retrieved and replaced with no need to restart the program routine.

**PAUSE & RESUME** for schedule breaks in the sample routine. This can be used to monitor businesses that have regular intervals of down time. The sampler can be programmed to pause at the end of the workday and resume the next morning.

**AUTO-RERUN** restarts the program at the same time each day. Provides accurate daily comparisons based on the time the samples are taken.

## Service Made Simple

Maintenance for the 5800 has been simplified by a self-diagnostic system and built-in alarms. The sampler notifies you when it needs regular maintenance or more involved repairs. Modular components and easy access compartments simplify servicing in the field and Teledyne ISCO technicians are always available to solve any complication or problem that arises.



## Bottle Options

The 5800 sampler offers different glass and plastic bottle configurations to meet various sampling needs. These options include:

- Configurations to accommodate 1, 4, or 24 bottles.
- Composite bottles for compliance monitoring
- Discrete sampling for process control



4700 Superior Street, Lincoln, NE 68504 USA  
Tel: (402) 464-0231 • USA & Canada: (800) 228-4373 • Fax: (402) 465-3022  
[teledyneisco.com](http://teledyneisco.com)

*Teledyne ISCO is continually improving its products and reserves the right to change specifications without notice.*

## STAFF REPORT

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

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### Recreation

- Pickleball participation was down slightly with 258 compared to 279 participants last month.
- Taekwondo participation was down with 14 students compared to 18 in May.
- TGA Golf and Happy feet Soccer finished its summer session with 40 participants.
- Exercise classes were steady with 25 participants.

Nearly 200 participants on 16 teams completed another successful summer ball season on June 29<sup>th</sup>. Rains made it a bit difficult to finish but were able to get all the rainouts made up before the holiday weekend.

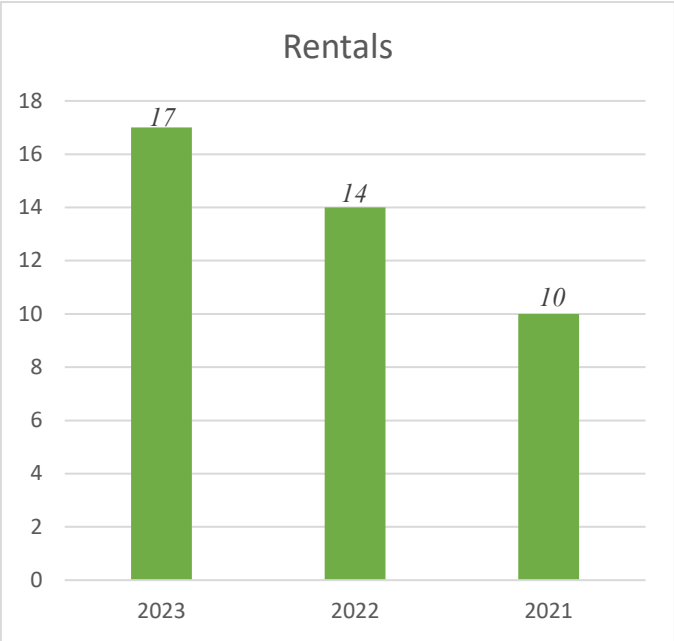
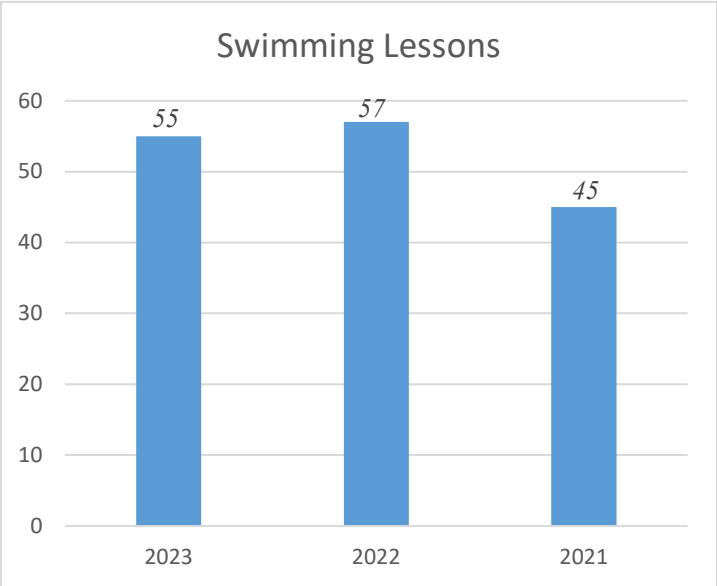
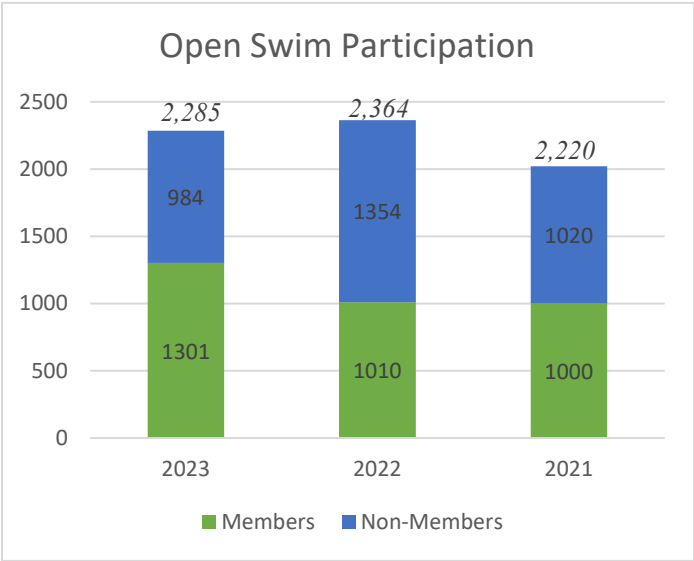
- Summer Day Camp continues to be at capacity for the remainder of the summer. Other than a few minor issues, camp has been a success. KDHE conducted their annual inspection/survey on June 21<sup>st</sup>, scoring high with no violations and our license was renewed for another year. The last day of camp is August 4<sup>th</sup>.
- June Drop-in use was also down with 479 compared to 534 in May. Typically, drop-in use and ongoing program participation drops in the summer.
- The Parks Master Plans Open House held at the Rec Center on June 27<sup>th</sup> was an overwhelming success. Nearly 200 residents enjoyed seeing conceptual drawings, visiting with staff, and topped it off with an ice cream social. Landworks Studio is working to finalize everything and will be presenting findings and final master plans in September.
- Mowing has increased and the rains made maintenance difficult at times. The Bermudagrass is now requiring mowing every 2-3 days. We continue to repair the winterkill spots and have treated weeds and crabgrass.
- Upcoming Rec programs include a Disc Golf Clinic, Bel Aire Ball, and Hot Dawgs Pool Party.

### Seniors

- 830 seniors participated in cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 895 last month.
- Special programs included a cookout, an outing, several crafts and 3 educational sessions were held.
- Upcoming Senior activities include another outing, more craft activities, presentations, as well as the many ongoing programs, mailings and virtual activities.

# Swimming Pool

- Pool participation continued to be moderate due to the rainy weather although participation ended up being better than we anticipated. Day fee usage was down but all other areas were slightly up. *See graph.*
- The large plaster patch that failed hasn't become much worse but continues to be a concern for future discussion. Staff is visiting with pool companies and will present those findings after the season. It has not been possible to track and compare potential water loss due to the rains. Hopefully this can be accomplished if it stops raining for an extended period.
- The pool will close for the season on August 7<sup>th</sup> with the annual Hot Dawgs Pool Party. Some residents would like for the pool to remain open longer but most of the staff reports to their colleges the week of August 7<sup>th</sup> leaving only two 15-year-old first year guards and they start school the next week.



## MANAGERS REPORT

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



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### **Consent Agenda (Item IV)**

The Consent Agenda contains the minutes of the July 11, 2022, Regular City Council meeting, accepting the petitions and approving resolutions for Sunflower Commerce Park Third Addition, and the mayors reappointment of Bill Moss to the Utility Advisory Committee.

#### *Reappointment*

Bill Moss has been one of the City's longest-serving volunteers and has dedicated his time and expertise to the Utility Advisory Committee for many years. Mayor Benage asked Bill if he would serve another two-year term, and Bill said yes. If reappointed, his term will expire on August 1, 2026.

#### *Petitions and Resolutions for Improvements*

The Petitions for Public Improvements to Sunflower Commerce Park Third Addition set limits for the costs of each respective improvement. The associated Resolutions will authorize the improvements and financing. Costs associated with these improvements will ultimately be bonded and then special assessed to the benefiting property owners.

### **AP Ordinance (Item VII)**

This reporting period included one payroll. Garver invoiced the city for numerous engineering projects as listed in the report as well as PEC for a range of engineering, inspection, planning services.

### **City Requested Appearances (Item VIII)**

Pat Herman, Garver, will be at the meeting to give an update on the Woodlawn construction progress.

### **Scope of Services, Integra Site Access Transportation Plan (Item A)**

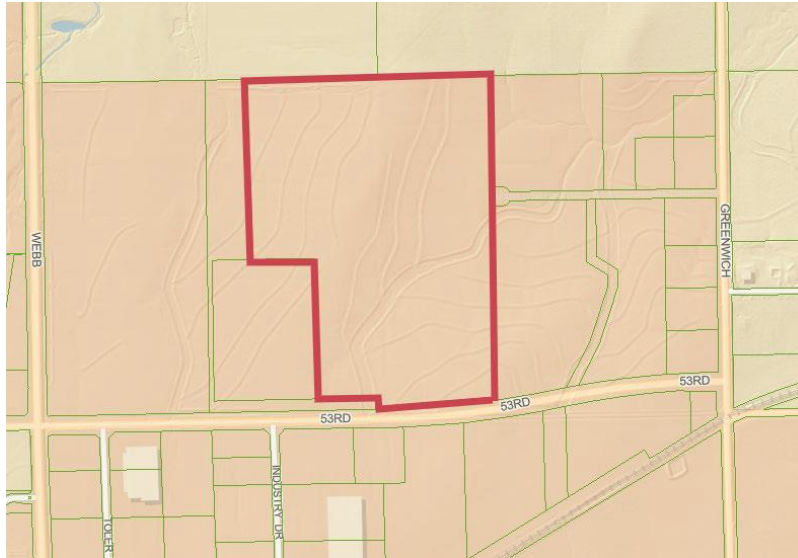
With the potential of Integra locating at K-254 & Rock, new businesses building in the Sunflower Commerce Park and new residential developments occurring along 53<sup>rd</sup> Street, the city needs to be proactive in determining needed street improvements along Rock, Webb and 53<sup>rd</sup> Street. KDOT is currently working on a K-254 Corridor Management Plan which will not be completed until later this fall or early in 2024. Secretary Reed understands improvements at K-254 & Rock, Webb and Greenwich need to be studied now and cannot wait for the Corridor Management Plan to be completed. KDOT, Mayor Benage and I felt a combined study of the interchanges and arterial streets is a very efficient and effective way to work together in identifying needed upgrades. It is much easier for Bel Aire to engage consultants for projects than KDOT. Therefore, Secretary Reed stated if Bel Aire created a scope that included the KDOT interchanges, pay for the study and selected the firm, they would use that cost towards Bel Aire's local match for future improvements. This creates a win-win for KDOT and Bel Aire. TranSystems was selected for several reasons. First, they were recommended by KDOT. Second, they completed a study for Integra so have a keen understanding of the needs of Integra and already have some data accumulated. Lastly, they completed intersection studies for Bel Aire at 53<sup>rd</sup> & Rock as well as 53<sup>rd</sup> & Webb. Therefore, they have the most information of any other firm and will have the lowest fee while completing the study in the fastest time.

This item was tabled at the last City Council meeting. I was able to meet with TranSystems and make adjustments to the scope that included dates for required milestones. The proposal was included in a contract so only one document needs signed. The dates have been identified as preliminary concepts by October 1, 2023 which can be used for the KDOT Fall Consults, final concepts by December 31, 2023 so that engineering design can be started if Integra is moving forward, and the final report completed by February of 2024.

### **Engineering Contract, Sunflower Commerce Park Third Addition (Item B)**

The Developer of Sunflower Commerce Park Third Addition has asked Short Elliott Hendrickson (SEH) to prepare an agreement for Engineering Design and Construction services for the public infrastructure in their development. These costs will be included in a bond and spread as special assessments against the benefiting lots. Staff recommends Council accept the Agreement for Professional Services from SEH in the amount of \$261,200.





**Executive Session (XII)**

Staff is requesting an executive session related to contract negotiations.