



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
February 21, 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: Dr. Rob Lindsted

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. PROCLAMATION

A. Severe Weather Awareness Week, March 6-10, 2023

VI. DETERMINE AGENDA ADDITIONS

VII. CONSENT AGENDA

A. Minutes of the February 7, 2023 City Council meeting.

B. Minutes of the February 9, 2023 City Council Special Meeting.

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

Motion _____ Second _____ Vote _____

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 23-03 in the amount of \$2,026,332.65.

Action: Motion to (accept / deny / table) Appropriations Ordinance 23-03.

Motion _____ Second _____ Vote _____

IX. CITY REQUESTED APPEARANCES

- X. 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.*

XI. PUBLIC HEARING

- A. Bayside Development Project** – The purpose of the public hearing is to hear from taxpayers and other interested parties regarding the proposed issuance by the City of its Taxable Industrial Revenue Bonds (Bayside Development Project), in a principal amount not to exceed \$150,000,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds.

Action: Motion to close the public hearing.

Motion _____ Second _____ Vote _____

XII. REPORTS

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

XIII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

- A. Consideration of A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Determining The Advisability Of Issuing Taxable Industrial Revenue Bonds For The Purpose Of Financing The Acquisition, Construction And Equipping Of Multiple Warehouse And Manufacturing Facilities To Be Located In The City; And Authorizing Execution Of Related Documents.**

Action: Motion to (accept / deny / table) A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Determining The Advisability Of Issuing Taxable Industrial Revenue Bonds For The Purpose Of Financing The Acquisition, Construction And Equipping Of Multiple Warehouse And Manufacturing Facilities To Be Located In The City; And Authorizing Execution Of Related Documents and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

- B. Consideration of approving the second five years, of a total ten year of tax abatements for the 2017 Wickham Glass Industrial Revenue Bond (IRB).**

Action: Motion to (approve / deny / table) the second five years of tax abatements for the 2017 Wickham Glass IRB and authorize all required signatures.

Motion _____ Second _____ Vote _____

- C. Consideration of An Order (V-23-01) Vacating A Portion Of A Platted Building Setback Line On Certain Property Located In Aurora Park at 4130 N Harding Ave.**

Action: Motion to (approve /table / deny) An Order (V-23-01) Vacating A Portion Of A Platted Building Setback Line On Certain Property Located In Aurora Park at 4130 N Harding Ave and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____ Mayor Jim Benage _____

D. Consideration of accepting the Engineering Agreements with KE Miller for the design and construction staking of the Water Distribution System, Sanitary Sewer Collection System, and Street and Storm Sewer System to serve Elk Creek 3rd.

Action: Motion to (accept / deny / table) the Engineering Agreements with KE Miller for the design and construction staking of the Water Distribution System in the amount of \$4,300.00, the design and construction staking of the Sanitary Sewer Collection System in the amount of \$7,200.00 and the design and construction staking of the Street and Storm Sewer System in the amount of \$23,800.00 to serve Elk Creek 3rd and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

E. Consideration of Agreements for Annexation for two adjacent parcels located on Webb Rd half way between 45th and 53rd Streets (Bryant properties).

Action: Motion to (accept / deny / table) the Consent To and Agreements For Annexation for the Bryant properties, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

F. Consideration of An Ordinance Annexing And Incorporating A Portion Of Section 21-26-2E Into The Boundaries Of The City Of Bel Aire, Kansas.

Action: Motion to approve/table/deny the annexation of portions of section 21-26-2E into the corporate limits of the City of Bel Aire, and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____

G. Consideration of the Change Order Request from Pearson Construction for the addition of retaining walls in the northeast and southeast corners of Woodlawn and Odessa in the amount of \$38,556.00.

Action: Motion to (approve / deny / table) the Change Order Request from Pearson Construction in the amount of \$38,556.00 for retaining walls in the northeast and southeast corners of Woodlawn and Odessa, and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

H. Consideration of accepting the Engineering Agreement with Garver for the design, construction staking and project administration / observation for storm water and paving improvements in Aurora Park (\$112,850) and Cozy Drive (\$80,125).

Action: Motion to (accept / deny / table) the Engineering Agreement with Garver for the design, construction staking and project administration / observation for storm water and paving improvements in Aurora Park and Cozy Drive at a total cost of \$192,975.00 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XIV. EXECUTIVE SESSION

Action: Motion to go into executive session for the sole purpose of discussion the subject of: (_____), pursuant to the KSA 75-4319 exception for: (_____). Invite the City Manager and the City Attorney. The meeting will be for a period of (__) minutes, and the open meeting will resume in City Council Chambers at (_____) PM.

Motion _____ Second _____ Vote _____

XV. DISCUSSION AND FUTURE ISSUES

XVI. ADJOURNMENT

Action: Motion to adjourn.

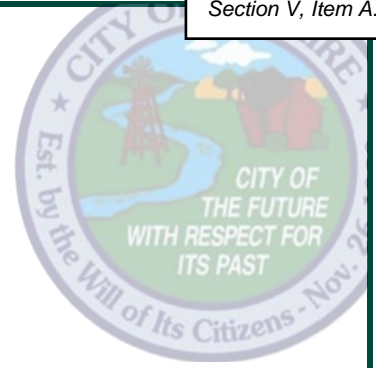
Motion _____ Second _____ Vote _____

Additional Attachments

- A.** PD Monthly Report - December 2022
- B.** PD Monthly Report - January 2023
- C.** Rec Dept Monthly Report - February 2023
- D.** Treasurer Report-4th quarter 2022
- E.** Manager's Report - February 21, 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. Rebroadcasts of this meeting can be streamed on YouTube and at www.belaireks.gov. Please make sure all cell phones and other electronics are turned off and put away.



Proclamation

Severe Weather Awareness Week 2023

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, Severe Weather Awareness Week is March 6th—10th, 2023, and

WHEREAS, severe thunderstorms, that bring damaging winds, lightning, flash floods, and tornadoes, and floods frequent the spring and summer Kansas landscape and have often placed lives and property in jeopardy, and

WHEREAS, by taking reasonable precautions, Bel Aire Residents can reduce the loss of life and property and also decrease the effects of severe weather on our local resources and economy, and

WHEREAS, the Governor's Division of Emergency Management, the National Weather Service and the Federal Emergency Management Agency (FEMA) have joined together urging all citizens to prepare for severe weather and to educate themselves on safety strategies,

THEREFORE, in official recognition of this statewide event, I, Jim Benage, Mayor for the City of Bel Aire do hereby proclaim March 6th—10th, 2023 Severe Weather Awareness Week in Bel Aire.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused to
be affixed the official seal of
Bel Aire, Kansas this
21st day of February, 2023.

Jim Benage, Mayor



MINUTES

CITY COUNCIL MEETING

7651 E. Central Park Ave, Bel Aire, KS
February 07, 2023 7:00 PM



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

II. ROLL CALL

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

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, Assistant City Manager Ted Henry, City Engineer Anne Stephens, Director of Community Development Jay Cook, and City Clerk Melissa Krehbiel.

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

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

A. Minutes of the January 17, 2023 City Council meeting.

B. Minutes of the January 30, 2023 City Council special meeting.

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 23-02 in the amount of \$517,242.13.

MOTION: Councilmember Smith moved to approve Appropriations Ordinance No. 23-02. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

VIII. CITY REQUESTED APPEARANCES

A. Sedgwick County Commissioner Pete Meitzner

Commissioner Meitzner reported on the activities in the County government in the past few years and stood for questions from the Council.

IX. CITIZEN CONCERNS:

Sheryl Bagby, 3901 Cozy Drive, spoke about her concerns regarding the petition for improvements on Cozy Drive. She suggested that a new petition be drafted, correcting the typos. She also suggested that the ‘no’ response card should be more professional looking and bid lists should have been included. She was also concerned about the filing dates of the petitions.

Vicki Shepard, 3821 Cozy Drive, spoke about her concerns regarding the petition for improvements on Cozy Drive. She is concerned about the cost of the improvements, the typos in the petition, and if future costs would be assessed if the original plat is followed.

X. REPORTS

A. Council Member Reports

Councilmember Hamburg reported that she attended the K-96 Improvements open house. She encouraged citizens to provide their input to KDOT before the project begins.

Councilmember Dehn reported he attended the monthly Bel Aire Chamber of Commerce luncheon. Also this Saturday the Wichita chapter of the National Association of Women in Construction (NAWIC) will host a Block Kids building block competition.

Councilmembers Davied and Smith gave brief reports on the latest meeting of the Chisholm Creek Utility Authority (CCUA).

B. Mayor's Report

Mayor Benage briefly reported that he has, with the help of City Attorney Kelly, sent written testimony to the state legislature, opposing HB2150.

He thanked city staff for cleaning out the North Fork stream to prevent flooding.

Regarding construction on Woodlawn, the project has moved to phase 2E. Mayor Benage warned drivers that it is illegal to cut through parking lots to avoid construction.

He and City Manager Lasher recently met with Congressman Ron Estes and a representative from Senator Marshall’s office regarding funding options for Bel Aire projects. Mayor Benage also had a phone call with Senator Moran’s office about the same issue.

He met individually with state legislators on January 25th at Local Government Day.

Mayor Benage briefly reported on the latest CCUA meeting and the K-96 open house.

C. City Attorney Report

City Attorney Kelly briefly reported on HB2150, which would eliminate City zoning influence within a 3 mile radius around the City.

D. City Manager Report

City Manager Lasher reported on upcoming events: the City-wide garage sale weekend will be May 4th -6th, and E-recycle and Shredding Day will be held on Saturday, April 29th.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**A. Consideration of the Mayors reappointments of Hilde Yops and Sylvia McCombs to the Tree Board for two year terms. Their new terms will expire on March 1, 2025.**

MOTION: Councilmember Hamburg moved to approve the Mayor's reappointment of Ms. Yops and Ms. McCombs to the Tree Board for two year terms. Their new terms will expire on March 1, 2025. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

B. Consideration of the Mayors appointment of Jim Benage to the Sedgwick County Fire District #1 Steering Council representing the City of Bel Aire. The term will be for a period of four years.

MOTION: Councilmember Smith moved to confirm Mayor Benage's appointment of Jim Benage to the Sedgwick County Fire District # 1 Steering Council representing the City of Bel Aire. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

C. Consideration of Accepting the Paving Petition for Cozy Drive.

Bond Counsel Kevin Cowan, Gilmore and Bell, PA stood for questions from the Council and addressed concerns from those who spoke during Citizen's Concerns. Regarding the duplication of the cost estimate paragraph and the reference to Summerfield Drive in the petition, he described these as a "scribner's errors" and inconsequential. Regarding questions about a deadline for the petitions, Mr. Cowan stated that the statute does not set a time limit for petitions to be filed; therefore he has no concerns about the filing dates of the petitions. After further questions from the Council, Mr. Cowan affirmed that he has reviewed the petitions and has no concerns from a legal perspective about accepting the petitions as presented.

MOTION: Councilmember Welch moved to accept the Paving Petition for Cozy Drive. Councilmember Smith seconded the motion. ***Motion carried 4-1, with Councilmember Hamburg voting against the motion.***

D. Consideration of Accepting the Paving Petition for North Parkwood and 40th Street in Aurora Park.

MOTION: Councilmember Smith moved to accept the Paving Petition for North Parkwood and 40th Street in Aurora Park. Councilmember Welch seconded the motion. *Motion carried 4-1, with Councilmember Hamburg voting against the motion.*

E. Consideration of A Resolution 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 Improvements/Cozy Drive).

MOTION: Councilmember Dehn moved to approve A Resolution 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 Improvements/Cozy Drive) and authorize the Mayor to sign. Councilmember Smith seconded the motion. *Motion carried 4-1, with Councilmember Hamburg voting against the motion.*

F. Consideration of A Resolution 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 Improvements/Aurora Park).

MOTION: Councilmember Dehn moved to approve A Resolution 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 Improvements/Aurora Park) and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 4-1, with Councilmember Hamburg voting against the motion.*

G. Consideration of Accepting A Letter of Intent to Issue IRB's and Provide Incentives for Construction of Speculative Facilities (Bayside Development, LLC).

Project Manager Lou Robelli and Developer Michael Le spoke about the construction of the project and answered questions from Council.

Sarah Steele, Gilmore and Bell, PA addressed questions from Council regarding the Industrial Revenue Bonds and incentives.

MOTION: Councilmember Welch moved to accept A Letter of Intent to Issue IRB's and Provide Incentives for Construction of Speculative Facilities (Bayside Development, LLC) and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

H. Consideration of an Ordinance for a Conditional Use (CON-22-02) Accessory Apartment in R-1 Zoning in Aurora Park.

MOTION: Councilmember Smith moved to accept an Ordinance for a Conditional Use (CON-22-02) Accessory Apartment in R-1 Zoning in Aurora Park. Councilmember Welch seconded the motion.

Roll Call Vote:

Greg Davied – <u>Aye</u>	Tyler Dehn– <u>Aye</u>	Emily Hamburg– <u>Aye</u>
Justin Smith – <u>Aye</u>	John Welch– <u>Aye</u>	Mayor Jim Benage – <u>Aye</u>

Motion carried 6-0.

I. Consideration of a quote for Sidewalk Installment Project from West Entrance of Central Park Avenue to Isley School on Woodlawn. Four quotes were received:

<u>Contractor</u>	<u>Amount</u>
Ruiz Concrete	\$29,982.00
Rochel Concrete	\$30,750.00
Calvin Opp Concrete	\$25,700.00
South Central Sealing & Paving	\$31,962.50

Director of Community Development Jay Cook stood for questions from Council. Before the bids, the contractors were made aware of the possible need for retaining walls or footings. City staff will meet with the contractor and HOA representatives to discuss sprinkler systems in the area and other concerns.

MOTION: Councilmember Dehn moved to accept the quote from Calvin Opp Concrete in the amount not to exceed \$25,700 for Sidewalk Installment Project from West Entrance of Central Park Avenue to Isley School on Woodlawn and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

J. Consideration Of An Ordinance Adopting The Codification Of Ordinances Of The City Of Bel Aire, Kansas, Providing For The Repeal Of Certain Other Ordinances Not Included Therein, Excepting Certain Ordinances From Repeal And Saving Certain Accrued Rights And Liabilities (2023 City Code).

Larry Kleeman, Ranson Citycode Financial, stood for questions from the Council regarding the publication of the Code.

MOTION: Councilmember Hamburg moved to approve the 2023 recodification ordinance, incorporating all changes as presented into the official City Code Book and publish to the City website. Councilmember Welch seconded the motion.

Roll Call Vote:

Greg Davied – <u>Aye</u>	Tyler Dehn– <u>Aye</u>	Emily Hamburg– <u>Aye</u>
Justin Smith – <u>Aye</u>	John Welch– <u>Aye</u>	

Motion carried 5-0.

K. Consideration of accepting a bid for Bristol Hollows Phase 2 Paving Improvements. Four bids were received:

<u>Contractor</u>	<u>Total Bid</u>
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Engineer's Estimate	\$555,060.00
Andale	\$626,000.00
Dondlinger	\$696,668.85
Kansas Paving	\$515,245.10
Prado	\$600,251.75

City Engineer Anne Stephens stood for questions from the Council.

MOTION: Councilmember Smith moved to accept the bid from Kansas Paving in the amount of \$515,245.10 for the Bristol Hollows Phase 2 Paving Improvements and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. *Motion carried 5-0.*

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

MOTION: Councilmember Davied moved to appoint Anne Stephens as the delegate and Jon Stehman as the alternate delegate to the annual meeting of the Kansas Rural Water Association and authorize the Mayor to sign all related documents. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

M. Consideration of Accepting the Bel Aire Land Bank 2022 Ending Sales and Financial Report.

MOTION: Councilmember Welch moved to accept and file the Bel Aire Land Bank 2022 Ending Sales and Financial Report. Councilmember Smith seconded the motion. *Motion carried 5-0.*

N. Consideration of Accepting City Attorney Jaci Kelly's letter of resignation dated February 3, 2023 with last day being March 9, 2023.

MOTION: Councilmember Hamburg moved to accept City Attorney Kelly's letter of resignation dated February 3, 2023. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

XII. EXECUTIVE SESSION

MOTION: Councilmember Smith moved to hold a 5-minute recess with the open meeting resuming in Council Chambers at 8:55 p.m. Councilmember Welch seconded the motion. *Motion carried 5-0.*

The Council then held a brief recess. At 8:56 p.m., Mayor Benage called the meeting to order.

A. Executive Session A

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussing the subject of: Attorney-Client consultation regarding contractual obligations pursuant to the KSA 75-4319 exception for attorney-client privilege. Invite the City Manager, the City Attorney, Assistant City Manager, Keith Scarberry, Ken

Lee, Brian Meier, Sarah Lohman, Dave Naaman and Jennifer Hill. The meeting will be for a period of 60 minutes, and the open meeting will resume in City Council Chambers at 9:57 p.m. Councilmember Welch seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 10:01 p.m., Mayor Benage called the meeting back to order in open session and stated no binding action had been taken.

B. Executive Session B

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussing the subject of matters of non-elected personnel contracted employees; pursuant to the KSA 75-4319 exception for the same. Invite the City Manager into this session. The meeting will be for a period of 25 minutes, and the open meeting will resume in Council Chambers at 10:27 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 10:30 p.m., Mayor Benage called the meeting back to order in open session and stated no binding action had been taken.

MOTION: Councilmember Smith moved to hold a special meeting on Thursday, February 9th at 5:30 p.m. Councilmember Welch seconded the motion. *Motion carried 5-0.*

XIII. DISCUSSION AND FUTURE ISSUES

- A. The next regularly scheduled workshop is on February 14th at 6:30 pm. That is Valentines Day, so will that day still work or should it be moved?

There was consensus among Council members to hold the workshop on February 14th at 6:30 p.m.

Councilmember Smith requested that another sidewalk connection project be explored for the south side of 45th Street.

XIV. ADJOURNMENT

MOTION: At 10:35 p.m., Councilmember Welch moved to adjourn. Councilmember Davied seconded the motion. *Motion carried 5-0.*



MINUTES CITY COUNCIL SPECIAL MEETING

7651 E. Central Park Ave, Bel Aire, KS
February 09, 2023 5:30 PM



I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 5:39 p.m.

II. ROLL CALL

Present were Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch. Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly and Assistant City Manager Ted Henry.

III. EXECUTIVE SESSION

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 the KSA 75-4319 exception for attorney-client privilege. Invite the City Manager, Assistant City Manager, City Attorney, Jennifer Hill and Ken Lee. The meeting will be for a period of 45 minutes, and the open meeting will resume in City Council Chambers at 6:25 p.m. Councilmember Smith seconded the motion. ***Motion carried 5-0.***

The Council then held an executive session. At 6:28 p.m., Mayor Benage called the meeting back to order in open session.

MOTION: Councilmember Welch moved to extend the executive session for 45 minutes with the open meeting to resume in Council Chambers at 7:15 p.m. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

The Council then returned to executive session. At 7:18 p.m., Mayor Benage stated no binding action had been taken and called the meeting back to order in open session.

MOTION: Councilmember Dehn moved to take a 5-minute recess. Councilmember Smith seconded the motion. ***Motion carried 5-0.***

The Council then held a brief recess. At 7:23 p.m. Mayor Benage called the meeting to order.

MOTION: Councilmember Dehn moved to extend the executive session for 15 minutes and to come back to the Council meeting at 7:39 p.m. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

The Council then returned to executive session. At 7:43 p.m. Mayor Benage called the meeting back to order in open session and stated no binding action had been taken.

IV. ADJOURNMENT

MOTION: At 7:44 p.m., Councilmember Smith moved to adjourn. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

CLAIMS REPORT
Vendor Checks: 1/31/2023- 2/14/2023
AP ORD 23-03

Payroll Checks: 1/31/2023- 2/14/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		19.50	68787	2/02/23
AMAZON CAPITAL SERVICES, INC	OFFICE EQUIP/SUPPLIES		1,061.12	1281596	2/06/23
ARC DOCUMENT SOLUTIONS LLC	MAP PRINTER:MONTHLY PRINTING		6.51	68788	2/02/23
AXON ENTERPRISES, INC	BODY CAMERA VIDEO STORAGE 2023		10,761.00	68789	2/02/23
BEL AIRE CHAMBER OF COMMERCE	2023 FUNDING CONTRIBUTION		20,000.00	68790	2/02/23
NATHAN W BRAINARD	YOUTH SPORTS OFFICIAL		217.50	68825	2/02/23
CINTAS CORPORATION	PD MAT RENTALS		586.94	1281598	2/06/23
CINTAS CORPORATION NO. 2	PD:RESTOCK FIRST AID		351.06	1281648	2/06/23
WICHITA WATER CONDITIONING, INC	WATER SERVICE		37.55	1281607	2/06/23
ECITY TRANSACTIONS, LLC	01/23 ONLINE PYT SERVICE		270.00	68792	2/02/23
EMPOWER RETIREMENT 457	EMP VLNTRY 457		150.00	1281593	2/01/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	23.87		1281617	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	24.47		1281618	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	23.87		1281619	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	24.29		1281620	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	23.87		1281621	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	394.83		1281622	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	25.61		1281623	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	27.22		1281627	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	50.68		1281633	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	27.14		1281634	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	24.78	670.63	1281635	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS	122.25		1281609	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS	1,364.23	1,486.48	1281610	2/08/23
FICA/FEDERAL W/H	FED/FICA TAX		17,335.65	1281589	2/01/23
BRIDGESTONE AMERICAS, INC	FLEET MAINTENANCE		3,898.23	68793	2/02/23
ARMONDO FLEMING	TAI CHI INSTRUCTOR		45.00	68826	2/02/23
GALLS, LLC	PD UNIFORMS/SUPPLIES		191.99	68794	2/02/23
NICHALAS HARDWICK	YOUTH SPORTS OFFICIAL		252.00	68827	2/02/23
MARTY A HESS	YOGA INSTRUCTOR		120.00	68828	2/02/23
INT'L ASSOC ELECTRICAL INSPECT	IAEI CONF:K PRICE		300.00	68797	2/02/23
IDEATEK TELECOM	01/23 HOSTED PHONE SERV		603.23	1281525	1/31/23
THE IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN		833.00	1281636	2/06/23
IMAGINE IT INC	OFFICE 365 SUPPORT FEB'23		784.27	1281637	2/06/23
INTERNATIONAL CODE COUNCIL, INC	2023 DUES:ICC 9534535 K PRICE		247.00	68798	2/02/23
JENNIFER SEBES	REFUND:INDOOR SOCCER		38.00	68829	2/02/23
KANSAS GOLF & TURF, INC	CUSHMAN CART #1041 ANNUAL SVC		288.72	68799	2/02/23
KANSAS MAYORS ASSOCIATION	2023 DUES:J BENAGE		50.00	68800	2/02/23
KANSAS DEPT OF REVENUE	STATE TAX		3,049.10	1281592	2/01/23
K P E R S	KPERS TIER 3		10,984.87	1281591	2/01/23
KANSAS STATE TREASURER	12/22:COURT FEES		2,194.35	68803	2/02/23
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY		104.00	68805	2/02/23
INDUSTRIAL UNIFORM COMPANY LLC	TUMBLERS x5		243.90	68806	2/02/23
MIKE JOHNSON SALES, INC.	REC:ENVELOPESx1500		377.96	68809	2/02/23
MIDSTATES ORGANIZED CRIME INFO	PD 2023 MEMBERSHIP DUES		150.00	68811	2/02/23
O'REILLY AUTOMOTIVE, INC	ADMIN #29 CHARGER BATTERY		289.62	1281638	2/06/23
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	134.16		1281639	2/03/23
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	483.59	617.75	1281640	2/10/23
PROFESSIONAL ENGINEERING CONSU	BA PLANNNG ON CALL		325.00	68815	2/02/23
PITNEY BOWES GLOBAL FINANCIAL	MONTHLY POSTAGE		350.00	1281641	2/06/23
QUILL	OFFICE SUPPLIES		2,174.18	1281643	2/01/23
SEDGWICK COUNTY TREASURER	SEDG CO PROP TAX		339.14	1281595	1/31/23

CLAIMS REPORT

Vendor Checks: 1/31/2023- 2/14/2023

Payroll Checks: 1/31/2023- 2/14/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
WYNN SOERGER	YOUTH SPORTS OFFICIAL		209.00	68830	2/02/23
SPECTRUM PROMOTIONAL PRODUCTS	PROMO PENS		343.81	68816	2/02/23
SUMNER GROUP INC	COPIERS CONTRACTS/SUPPLIES		700.19	68817	2/02/23
SUN LIFE & HEALTH INS CO	02/23 VOLUNTARY LIFE PYMNT		523.78	1281644	2/06/23
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		374.23	1281645	2/06/23
LEATHAM FAMILY, LLC	PD NAMEPLATE:OLDENETTEL		35.00	68818	2/02/23
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES		2,555.38	1281646	2/10/23
ICMA RETIREMENT 304804	CITY MGR 457		1,074.23	1281590	2/01/23
VERIZON	CELL PHONE SVC		680.00	1281647	2/05/23
TERESA WADE	TAEKWONDO INSTRUCTOR		180.00	68831	2/02/23
WICHITA REGIONAL CHAMBER/COMME	2023 MEMBERSHIP DUES		639.00	68820	2/02/23
LAFE T WILLIAMS & ASSOCIATES,	JANITORIAL SUPPLIES		266.43	68822	2/02/23
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC		650.00	68823	2/02/23
CHARLES WOLF	YOUTH SPORTS OFFICIAL		75.00	68832	2/02/23
WICHITA STATE UNIVERSITY	KSGFOA MEMBERSHIP:T HENRY		75.00	68824	2/02/23

	01 GENERAL TOTAL		90,186.30		
WATER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		23.40	68787	2/02/23
AMAZON CAPITAL SERVICES, INC	OFFICE EQUIP/SUPPLIES		418.97	1281596	2/06/23
BURNS & MCDONNELL ENGINEERING	WATER/WASTEWATER FACILITY EVAL		9,434.00	68791	2/02/23
CINTAS CORPORATION	PW MAINT SHOP TOWELS		45.64	1281598	2/06/23
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	7.50		1281599	2/06/23
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	2,530.25		1281600	2/06/23
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	50.09		1281601	2/06/23
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	1,264.72	3,852.56	1281602	2/06/23
COX COMMUNICATIONS, INC	I.T.BACKUP:WATER TOWER		77.48	1281606	2/14/23
ECITY TRANSACTIONS, LLC	01/23 ONLINE PYT SERVICE		90.00	68792	2/02/23
EMPOWER RETIREMENT 457	EMP VLNTRY 457		12.00	1281593	2/01/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	271.12		1281615	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	352.66	623.78	1281616	2/09/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS	146.70		1281609	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS	93.02	239.72	1281610	2/08/23
FICA/FEDERAL W/H	FED/FICA TAX		3,074.75	1281589	2/01/23
IDEATEK TELECOM	01/23 HOSTED PHONE SERV		21.25	1281525	1/31/23
KANSAS ONE-CALL SYSTEM, INC.	LOCATE FEES:493 FOR 01/23		295.80	68801	2/02/23
KANSAS DEPT OF REVENUE	STATE TAX		537.93	1281592	2/01/23
K P E R S	KPERS TIER 3		2,008.73	1281591	2/01/23
INDUSTRIAL UNIFORM COMPANY LLC	BA MUGS		179.47	68806	2/02/23
NATIONAL SCREENING BUREAU	NEW HIRE BACKGROUND CHECK		54.50	68813	2/02/23
O'REILLY AUTOMOTIVE, INC	OIL FILTER, BARREL PUMP		71.67	1281638	2/06/23
PROFESSIONAL ENGINEERING CONSU	BA WATER/SEWER MASTER PLAN		4,426.25	68815	2/02/23
PUBLIC WORKS & UTILITIES	279,000 GAL:01/06-02/05/23		1,731.98	1281642	2/06/23
SUN LIFE & HEALTH INS CO	02/23 VOLUNTARY LIFE PYMNT		18.41	1281644	2/06/23
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		53.04	1281645	2/06/23
UTILITY MAINTENANCE CONTRACTOR	WATER SVC INSTALLS x12		36,175.00	68819	2/02/23
VERIZON	CELL PHONE SVC		106.31	1281647	2/05/23
WICHITA WINWATER WORKS	WATER SYS MAINT/REPAIR SUPPLIE		4,156.56	68821	2/02/23

	02 WATER UTILITY TOTAL		67,729.20		

Wed Feb 15, 2023 10:24 AM

CLAIMS REPORT
Vendor Checks: 1/31/2023- 2/14/2023

Payroll Checks: 1/31/2023- 2/14/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
SEWER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		23.40	68787	2/02/23
AMAZON CAPITAL SERVICES, INC	OFFICE EQUIP/SUPPLIES		475.96	1281596	2/06/23
BURNS & MCDONNELL ENGINEERING	WATER/WASTEWATER FACILITY EVAL		9,434.00	68791	2/02/23
CINTAS CORPORATION	PW MAINT SHOP TOWELS		45.64	1281598	2/06/23
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	7.50		1281599	2/06/23
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	2,530.25		1281600	2/06/23
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	50.09		1281601	2/06/23
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	1,264.73	3,852.57	1281602	2/06/23
COX COMMUNICATIONS, INC	I.T.BACKUP:WATER TOWER		77.47	1281606	2/14/23
ECITY TRANSACTIONS, LLC	01/23 ONLINE PYT SERVICE		90.00	68792	2/02/23
EMPOWER RETIREMENT 457	EMP VLNTRY 457		430.00	1281593	2/01/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLIC AREAS	312.65		1281628	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLIC AREAS	416.20		1281629	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLIC AREAS	713.11		1281630	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLIC AREAS	35.30		1281631	2/09/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLIC AREAS	24.55	1,501.81	1281632	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS	146.70		1281609	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS	93.02		1281610	2/08/23
FICA/FEDERAL W/H	FED/FICA TAX		1,915.46	1281589	2/01/23
IDEATEK TELECOM	01/23 HOSTED PHONE SERV		21.25	1281525	1/31/23
KANSAS ONE-CALL SYSTEM, INC.	LOCATE FEES:493 FOR 01/23		295.80	68801	2/02/23
KANSAS DEPT OF REVENUE	STATE TAX		311.61	1281592	2/01/23
K P E R S	KPERS TIER 3		1,314.19	1281591	2/01/23
INDUSTRIAL UNIFORM COMPANY LLC	BA MUGS		179.48	68806	2/02/23
MOBILE MINI, INC	PORTABLE PUMP RENTAL:53RD LS		994.20	68810	2/02/23
O'REILLY AUTOMOTIVE, INC	OIL FILTER, BARREL PUMP		136.82	1281638	2/06/23
PROFESSIONAL ENGINEERING CONSU	BA WATER/SEWER MASTER PLAN		4,426.25	68815	2/02/23
SUN LIFE & HEALTH INS CO	02/23 VOLUNTARY LIFE PYMNT		22.46	1281644	2/06/23
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		44.85	1281645	2/06/23
VERIZON	CELL PHONE SVC		66.30	1281647	2/05/23
WICHITA WINWATER WORKS	WATER SYS MAINT/REPAIR SUPPLIE		4,156.56	68821	2/02/23
	03 SEWER UTILITY TOTAL		30,055.80		
SPECIAL STREET & HIWAY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		11.70	68787	2/02/23
CINTAS CORPORATION	PW MAINT SHOP TOWELS		45.64	1281598	2/06/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLIC AREAS	23.95		1281624	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLIC AREAS	31.00		1281625	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLIC AREAS	64.47	119.42	1281626	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING	89.01		1281611	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING	49.16		1281612	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING	52.38		1281613	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING	68.40	258.95	1281614	2/08/23
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		73.34	1281609	2/08/23
FICA/FEDERAL W/H	FED/FICA TAX		433.48	1281589	2/01/23
KANSAS DEPT OF REVENUE	STATE TAX		61.07	1281592	2/01/23
K P E R S	KPERS		335.51	1281591	2/01/23
KU TRANSPORTATION CENTER	GRAVEL RD TRAINING:STEHMAN		75.00	68804	2/02/23
MURPHY TRACTOR & EQUIPMENT	ROAD GRADER #1012:OIL		36.43	68812	2/02/23
O'REILLY AUTOMOTIVE, INC	BARREL PUMP		82.54	1281638	2/06/23
SUN LIFE & HEALTH INS CO	02/23 VOLUNTARY LIFE PYMNT		70.20	1281644	2/06/23

CLAIMS REPORT
Vendor Checks: 1/31/2023- 2/14/2023

Payroll Checks: 1/31/2023- 2/14/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	DATE
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		17.23	1281645	2/06/23
VERIZON	CELL PHONE SVC		66.31	1281647	2/05/23

04	SPECIAL STREET & HIWAY TOTAL		1,686.82		
CAPITAL IMPRV RESERVE					
CONSPEC INC	2022 47TH ST RECONSTRUCTION		206,690.40	68802	2/02/23
PEARSON CONSTRUCTION LLC	CIP-WEBB RD REPAIRS		56,509.20	68814	2/02/23
PROFESSIONAL ENGINEERING CONSU	BA PAVEMENT IMPROVEMENTS		425.00	68815	2/02/23

05	CAPITAL IMPRV RESERVE TOTAL		263,624.60		
EQUIPMENT RESERVE					
UTILITY MAINTENANCE CONTRACTOR	DEER RUN/LYCEE:INSURANCE CLAIM		8,700.00	68819	2/02/23

06	EQUIPMENT RESERVE TOTAL		8,700.00		
STORMWATER UTILITY					
ATTENTION TO DETAILS, LLC	TREE REMOVAL:WOODLAWN/QUAILRDC		8,500.00	68786	2/02/23

14	STORMWATER UTILITY TOTAL		8,500.00		
COP & PBC TRUSTEE FUND					
KANSAS STATE TREASURER	PBC 2014A PRINC/INT PYT	236,400.00		1281533	1/31/23
KANSAS STATE TREASURER	PBC 2014B PRINC/INT PYT	93,288.75	329,688.75	1281534	1/31/23

20	COP & PBC TRUSTEE FUND TOTAL		329,688.75		
CAPITAL PROJECTS #2 FUND					
GARVER	CEDAR PASS ADD PH1		61,324.34	68796	2/02/23
MCCULLOUGH EXCAVATION, INC.	SKYVIEW BLOCK 49 2ND ADD		96,079.50	68807	2/02/23
MIES CONSTRUCTION, INC	CHAPEL LANDING PH2		978,664.52	68808	2/02/23
PEARSON CONSTRUCTION LLC	ROCK SPRING 4TH PAVING		18,183.87	68814	2/02/23

33	CAPITAL PROJECTS #2 FUND TOTAL		1,154,252.23		
			=====		
	Accounts Payable Total		1,954,423.70		

Payroll Checks

01	GENERAL	55,694.37
02	WATER UTILITY	9,294.89
03	SEWER UTILITY	5,436.79
04	SPECIAL STREET & HIWAY	1,482.90

	Total Paid On: 2/01/23	71,908.95
		=====
	Total Payroll Paid	71,908.95

CLAIMS REPORT
Vendor Checks: 1/31/2023- 2/14/2023

Payroll Checks: 1/31/2023- 2/14/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	DATE
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Report Total

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2,026,332.65

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1598
02.15.23



February 9, 2023

Board of Education
Unified School District No. 375
901 Main Street
Towanda, Kansas 67144

County Clerk
Board of County Commissioners
Sedgwick County Courthouse
100 N. Broadway, Suite 660
Wichita, Kansas 67202

Re: Not to Exceed \$150,000,000
City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds
(Bayside Development Project)

We have enclosed for your information a Notice of the Public Hearing and Issuance of Industrial Revenue Bonds proposed by the City of Bel Aire, Kansas pursuant to K.S.A. 12-1749c and K.S.A. 12-1749d, as amended.

Very truly yours,

CITY OF BEL AIRE, KANSAS

A handwritten signature in blue ink, appearing to read "Melissa Krehbiel", is written over a faint, larger version of the signature.

Melissa Krehbiel, Clerk

Enclosure

601000.20186\INITIAL PROCEEDINGS

7651 East Central Park Avenue Bel Aire, Kansas 67226 PHONE (316) 744-2451 — FAX (316) 744-3739 www.belaireks.gov

(Published in *The Ark Valley News*, February 9, 2023)

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

Public notice is hereby given that the City Council of the City of Bel Aire, Kansas (the "Issuer"), will conduct a public hearing on February 21, 2023 at 7:00 p.m., or as soon thereafter as may be heard at City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas in regard to the issuance by the Issuer of its Taxable Industrial Revenue Bonds (Bayside Development Project), in a principal amount not to exceed \$150,000,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued by the Issuer under authority of K.S.A. 12-1740 *et seq.*, as amended, to pay the costs of the acquisition, construction and equipping of approximately eight (8) 125,000-square-foot warehouse and manufacturing facilities to be located northwest of the intersection of 53rd Street North and Greenwich Road. The Issuer further intends to lease such facilities to Bayside Development LLC, a Kansas limited liability company (the "Tenant") for further sublease by the Tenant to other companies. The governing body of the Issuer will not pass an ordinance authorizing the issuance of such revenue bonds until the public hearing has been concluded.

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

A copy of this Notice, together with a copy of the inducement resolution of the Issuer to be considered for adoption on February 21, 2023, indicating the intent of the governing body of the Issuer to issue such Bonds and a report analyzing the costs and benefits of such property tax exemption are on file in the office of the Clerk, or will be as soon as completed, and available for public inspection during normal business hours.

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

Dated: February 7, 2023

CITY OF BEL AIRE, KANSAS

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
01/31/2023

AFFIDAVIT OF MAILING AND PUBLICATION

I, the undersigned, of lawful age, upon oath or affirmation, hereby declare under the penalties of perjury:

1. I am the duly appointed and acting Clerk of the City of Bel Aire, Kansas, and I was the duly appointed and acting Clerk at all times referred to in this affidavit.

2. On February 9, 2023, I mailed a letter and attached Notice of Public Hearing addressed as follows:

Board of Education
Unified School District No. 375
901 Main Street
Towanda, Kansas 67144

County Clerk
Board of County Commissioners
Sedgwick County Courthouse
100 N. Broadway, Suite 660
Wichita, Kansas 67202

The foregoing items were mailed by first-class mail with adequate postage. Each envelope was endorsed with the return address of my office. Copies of the letter and notice mailed are attached to this affidavit.

3. Neither package was returned undelivered.

4. The Notice of Public Hearing mailed as stated above was published once in *The Ark Valley News*, the official City newspaper, on February 9, 2023, which date was at least seven days prior to the date the public hearing was held. A true copy of the affidavit of publication of the Notice of Hearing is attached to this affidavit.



Melissa Krehbiel, Clerk

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Subscribed and sworn or affirmed before me this 15 day of February, 2023.

[SEAL]



Tristin Terhune
Notary Public

Tristin Terhune
Typed or Printed Name of Notary Public

My Appointment Expires:

Nov. 5, 2025

Public notice

(Published in The Ark Valley News Feb. 9, 2023.)

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

Public notice is hereby given that the City Council of the City of Bel Aire, Kansas (the "Issuer"), will conduct a public hearing on February 21, 2023 at 7:00 p.m., or as soon thereafter as may be heard at City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas in regard to the issuance by the Issuer of its Taxable Industrial Revenue Bonds (Bayside Development Project), in a principal amount not to exceed \$150,000,000 (the "Bonds") and in regard to an ex-

emption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued by the Issuer under authority of K.S.A. 12-1740 et seq., as amended, to pay the costs of the acquisition, construction and equipping of approximately eight (8) 125,000-square-foot warehouse and manufacturing facilities to be located northwest of the intersection of 53rd Street North and Greenwich Road. The Issuer further intends to lease such facilities to Bayside Development LLC, a Kansas limited liability company (the "Tenant") for further sublease by the Tenant to other companies. The governing body of the Issuer will not pass an ordinance authorizing the issuance of such reve-

nue bonds until the public hearing has been concluded.

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

A copy of this Notice, together with a copy of the Inducement Resolution of the Issuer to be considered for adoption on February 21, 2023, indicating the intent of the governing body of the Issuer to issue such Bonds and a report analyzing the costs and benefits of such property tax exemption are on file in the office

of the Clerk, or will be as soon as completed, and available for public inspection during normal business hours.

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

Dated: February 7, 2023

CITY OF BEL AIRE, KANSAS

Melissa Krehbiel, Clerk

Affidavit of Publication

STATE OF KANSAS,
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 9th day of February, 2023, with subsequent publications being made on the following dates:

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

Subscribed and sworn to before me this 9th day of February, 2023.

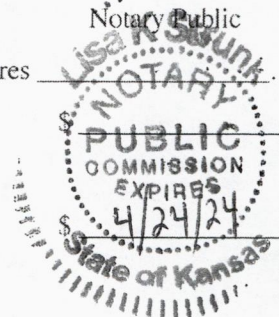
[Signature]

Notary Public

My commission expires _____

Additional copies _____

Printer's fee _____



Gilmore & Bell, P.C.
01/31/2023

RESOLUTION NO. ____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF MULTIPLE WAREHOUSE AND MANUFACTURING FACILITIES TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Bel Aire, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Bel Aire, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in a principal amount not to exceed \$150,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of approximately eight (8) warehouse and manufacturing facilities (the "Project") to be located in the corporate limits of the Issuer and to be leased by the Issuer to Bayside Development LLC, a Kansas limited liability company, (the "Tenant").

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

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed \$150,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Site Lease, Project Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. **Property Tax Exemption.** The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals.

Section 5. **Sales Tax Exemption.** The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. **Reliance by Tenant; Limited Liability of Issuer.** It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 7. **Execution and Delivery of Bond Purchase Agreement.** At such time as the Tenant has demonstrated compliance with the provisions of this Resolution, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. **Further Action.** The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 9. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2032, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the governing body of the City of Bel Aire, Kansas on February 21, 2023.

[SEAL]

Mayor

Attest:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on February 21, 2023, as the same appears of record in my office.

DATED: February ____, 2023.

Clerk

Gilmore & Bell, P.C.
01/31/2023

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON FEBRUARY 21, 2023**

The governing body met in regular session at the usual meeting place in the City on February 21, 2023, 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)

Among other business, in accordance with a notice published on February 9, 2023, in *The Ark Valley News*, a public hearing was held by the governing body relating to the proposed issuance of Taxable Industrial Revenue Bonds (Bayside Development Project) in a principal amount not to exceed \$150,000,000 (the "Bonds") and regarding an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. All interested persons were afforded an opportunity to present their views on the issuance of the Bonds, the location and nature of the Project to be financed with the proceeds of the Bonds and the exemption from ad valorem taxation. Thereupon, the public hearing was closed.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF MULTIPLE WAREHOUSE AND MANUFACTURING FACILITIES TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

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

Aye: _____.

Nay: _____.

Thereupon, the Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting hereupon 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

January 17, 2017

DGM Properties
4747 N. Webb Road
Bel Aire, KS 67226

Re: Letter of Intent to Issue IRB's and Provide Other Incentives for Expansion of
DGM Properties, LLC Manufacturing and Warehouse.

Dear Mr. Wickham,

Subject to formal IRB document approval by the City Council of Bel Aire, this Letter of Intent with DGM Properties, LLC is submitted in order to set forth the agreement of the parties concerning the principal elements of DGM Properties, LLC commitment to the City of Bel Aire and the City's intent to provide the incentives outlined herein, including the issuance of Industrial Revenue Bonds pursuant to K.S.A. 12-1740 et seq., to construct one building expansion totaling at least 30,000 square foot for manufacturing and warehouse in the Bel Aire Industrial Park. This Letter of Intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined herein and does not constitute a binding obligation of the parties, until such actions have been taken and all documents contemplated herein are executed. Absent subsequent rescission or extension by action of the Governing Body, this Letter of Intent to issue bonds and provide other incentives will remain in effect for six months, unless extended by the parties. This Letter of Intent is void if not signed and accepted within 30 days from the date of Mayors signing.

I. Industrial Revenue Bonds

At the option of DGM Properties, LLC, the City intends to authorize the issuance of tax exempt Industrial Revenue Bonds ("bonds" or "IRB's") to finance the cost of acquiring land, equipping and constructing an addition totaling at least 30,000 square foot to house additional manufacturing and warehouse facilities in Bel Aire for an aggregate total not to exceed \$4,300,000.

The Industrial Revenue Bonds will be privately placed by DGM Properties, LLC to its lenders.

II. Other Incentives:

The City will assess a 1% origination fee.

The City Council hereby conditionally approves a 100% ad valorem property tax exemption on the Bond-financed property, for a five year term, with an additional five year term to be considered thereafter, at the discretion of the City Council, all subject to the

1001 East Central Park Avenue

Bel Aire, Kansas 67226

PHONE (316) 744-2451

FAX (316) 744-

30

Tenant's ongoing compliance with the City's Economic Development Policy as well as conditions included in this LOI.

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

III. Other Conditions:

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

Negotiation of a lease agreement.

Preparation of appropriate bond ordinance.

Execution of guarantees for payment of bonds to the extent required by the owner of the bonds.

The applicant will identify all owners of DGM Properties, LLC and their portion of equity as well as officers. The applicant will notify the City of any changes in ownership or officers as long as the bonds are outstanding.

Provide the City with a copy of the current financial statements, business plan and financial projections for DGM Properties, LLC.

Agreement to pay all costs incurred by the City for processing the application and issuance of the bonds.

Agreement to pay the City an Administrative fee of \$1,000.00 per year for the time period in which the bonds are outstanding.

An agreement that prior to the issuance of the bonds, the prospective tenant will obtain a suitable commitment for a policy of title insuring the title of any real property conveyed to the City in connection with the financing.

This agreement only covers the proposed expansion totaling at least 30,000 square foot.

DGM Properties, LLC will cooperate with any annual compliance procedures the City may require in compliance with the Lease Agreements and IRB's including any annual reports required of the applicant as well as any inspections of the applicant's premises or interviews with the applicant's staff.

The City may revoke any ad valorem property tax abatement or impose a payment in lieu of taxes in the amount of any ad valorem property taxes abated in the event the City

Council finds, upon the fourth year, that Wickham Glass did not achieve its capital investment of \$5,000,000 and employment goal of 19 full time employees.

The applicant will continue using the property as manufacturing and warehouse.

IV. Assignment of Letter of Intent

The Letter of Intent is not assignable by DGM Properties, LLC, without the City's expressed approval.

Sincerely,



David Austin, Mayor

1/17/17
Date

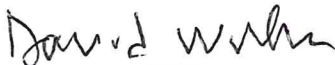
Attest:



Stacey Cook, City Clerk

Accepted:

DGM Properties, LLC



David Wickham, Member

1-19-2017
Date

(First published in The Ark Valley News on _____, 2023)

THE CITY OF BEL AIRE, KANSAS

ORDER OF VACATION

AN ORDER VACATING A PORTION OF THE BUILDING SETBACK LINE ALONG HARDING STREET ON PROPERTY IN THE ROCK SPRINGS 3RD ADDITION WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF BEL AIRE, KANSAS.

WHEREAS, Chad Crittenden, has applied for a vacation of platted building setback line to allow the setback to be reduced by 25' from 50' to 25' at 4130 Harding Street.

WHEREAS, Notice of the public hearing regarding vacation was published in the Ark Valley News prior to the hearing,

WHEREAS, Written notice of the public hearing regarding the request for vacation was mailed more than 20 days prior to the date of the public hearing, by regular mail to all property owners living within 200' feet of the subject property, advising of the date and time of a public hearing to be held regarding vacation of a portion of a dedicated building setback line upon the subject property;

WHEREAS, A public hearing was held before the Bel Aire Planning Commission on February 9, 2023,

WHEREAS, Following the public hearing the Planning Commission determined that due and legal notice was given for the requested vacation, no private rights would be injured or endangered by the vacation, the public would suffer no loss or inconvenience due to the vacation, and in justice to the petitioner the vacation should be granted;

WHEREAS, In conformance with Section 10.04(B) of the Bel Aire Subdivision Code, the Planning Commission voted unanimously to recommend to the Governing Body approval of vacation of platted building setback line to allow the setback to be reduced to a 25' setback line upon the above described property in the Aroua Park Addition.

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

SECTION 1. The City Council, after being duly and fully informed as to the true nature of this petition and the propriety of granting the same, makes the following findings:

1. The owner, Chad Crittenden has applied for a vacation of a portion of the setback line along 4130 Harding Street.

2. That due and legal notice has been given by publication as required by law, by publication in The Ark Valley News at least 20 days prior to the public hearing, written notification was mailed at least 20 days prior to the public hearing to all neighboring properties located within 200' of the subject property, and a public hearing was held on this request before the Bel Aire Planning Commission on February 9, 2023.
3. That following a public hearing, the Bel Aire Planning Commission found that no private rights will be injured or endangered by the vacation, the public will suffer no loss or inconvenience thereby, no written objection to said vacation has been filed with the City Clerk or the Planning Commission by any other property owner notified of the proposed vacation, and in justice to the applicants, the application to vacate ought to be granted.
4. That the Bel Aire Planning Commission unanimously voted to recommend that the Governing Body of the City of Bel Aire approve the requested vacation.

SECTION 2.

The vacation of the platted building setback line from 50' to 25' at 4130 Harding Street is hereby granted and so ordered.

SECTION 3. This copy of this Order shall be certified by the City Clerk and sent to the County Register of Deeds to be filed.

Passed by the City Council this ____th day of February 2023.

Approved by the Mayor this ____th day of February 2023.

MAYOR JIM BENAGE

ATTEST:

MELISSA KREHBIEL, CITY CLERK

SEAL

City of Bel Aire, Kansas

STAFF REPORT

DATE: February 13, 2023

TO: Governing Body, City Manager

FROM: Planning Commission

RE: February 9, 2023, Planning Commission Meeting



VAC-23-01 Vacating 50' front setback to 25' at 4130 N Harding Ave.

The planning commission considered an application for a vacation of a 50' front setback to a 25' front setback at 4130 N Harding Ave.

Chairman Schmidt opened the public hearing and allowed the applicant to present the need to have a 25' front setback for an accessory building. The need for a lesser setback is to accommodate poor drainage on the property. As a corner lot, with the topography making it difficult to place the garage in other locations on the property, drainage issues require the building to be set on the northeast corner of the lot.

After closing the hearing, the Planning Commission discussed the Vacation and asked several questions of the applicant. It was stated that the original setbacks were set at 50' in 1952 due to Union Pacific possibly having a stop in the neighborhood. Because that is no longer a viable issue, the vacation of the 50' setback was a reasonable request and met the *criteria for review* in the City Subdivision Code. There was a question about the possibility of changing the front setbacks for the entire subdivision and what steps that would require.

After review, the Planning Commission voted (by passing a 4-0 motion) to **recommend the request to vacate the front building setback from 50' to 25' at 4130 N Harding Ave as presented without changes or conditions.**

Staff Report

Planning Commission Secretary, Jay Cook, discussed the bids that were submitted for the Comprehensive Development Plan for the City of Bel Aire. There were 3 bids (MultiStudio, PEC, and RDG) were discussed and the Commission suggested the use of PEC because of the familiarity with the City and the studies and plans that the company has performed for the City.

The Planning Commission voted unanimously to approve the next meeting date of 03/09/2023 at 6:30 in the Council Chambers.

STAFF REPORT**DATE: 02/02/2023****TO: Bel Aire Planning Commission****FROM: Keith Price****RE: Agenda****STAFF COMMUNICATION**

FOR MEETING OF	2/9/23
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:**V-23-01, platted building setback lines, in an R-1 residential zoning district**

Vacation of a building setback line from 50' to 25' as shown on site plan

The city advertised the hearing in the Ark Valley newspaper and sent notices to the property owners within the required distance of 200 ft. Subdivision code section 10.04 in part below.

If the Planning Commission determines from the testimony presented that:

1. Due and legal notice has been given;
2. no private rights will be injured or endangered;
3. the public will suffer no loss or inconvenience; and
4. in justice to the petitioner(s) the vacation should be granted;

then the Planning Commission shall recommend that such vacation be approved and such decision shall be entered in the minutes, including an explanation of such decision, and a recommendation of approval shall be submitted to the Governing Body.

Conclusion:

Staff recommends approving the request to vacate the building setback from 50' to 25' to allow the construction of the garage and beyond to the edges of the back yard if needed. In 1952 the width of the street was platted when the Tolerville, (Missouri Pacific), Union Pacific stop for the neighborhood was a factor.

Harding street north of 40th St is a dead end with 4 households using the 60' road right of way in place. 41st street right of way isn't in the long-range plans to have a city street built to Oliver or Battin as platted. At some point 41st St right of way might make sense as a walking or bike trail but wouldn't impact on this request.

Lot 7 Block B of Aurora Park building set back was reduced by VAC-18-01 on the C-1 commercial zoned lot by 10' to 40'. The commercial use combined with a PUD process, this was left incomplete by the applicant, but the reduced setback was approved.

APPLICATION

This form MUST be completed and filed at City Hall, Bel Aire, Kansas, 7651 E. Central Park Ave., Bel Aire, Kansas 67226. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED. Check the appropriate box below for type of application being submitted. A separate application and filing fee is required for each application. A preapplication conference with City Staff is recommended before filing this application.

-
-
- ☐ Vacate building set back From: 50 to 25
- ☐ Vacate street or alley: _____
- ☐ Vacate utility easement _____
- ☐ Vacate other _____
- ☐ Apply for Vacation in conjunction With a Conditional Use or Variance application.

City of Bel Aire Planning Commission

☐ Approved ☐ Rejected

Name of owner CHAD CRITENDEN

Address 4130 HARDING Telephone 316-258-3290

Agent representing the owner _____

Address _____ Telephone _____

1. The application area is legally described as Lot(s) 3; Block(s) H, Aurora Addition, Bel Aire, Kansas. If appropriate, a metes and bounds description may be attached.

2. The application area contains _____ acres.

3. This property is located at (address) 4130 Harding which is generally located at (relation to nearest streets) 40th St & Harding.

4. The particular hardship which is the result of this request as applied to the subject property:

SEE ATTACHED PAPER

5. County control number: 60272174

6. NAMES OF OWNERS - An ownership list of the names, addresses and zip codes of the owners of record of real property abutting a street, alley, or easement including any segment remaining open, and owners on the opposite side of the street from the vacations of set back and access control, as well as all utility providers that are affected shall be provided.

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

1. Applicant CHAD CRITTENDEN Phone 316-258-3290
Address 4130 HARDINS Zip Code 67220

Agent Phone
Address Zip Code

2. Applicant Phone
Address Zip Code

Agent Phone
Address Zip Code

3. Applicant Phone
Address Zip Code

Agent Phone
Address Zip Code

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

Chad Cuthbertson

Applicant's Signature

BY

Authorized Agent (If Any)

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

My name is Chad Crittenden and I live at 4130 Harding St in Aurora Park (NE corner of 40th and Harding). This property is 1.1 acres that funnels down into a pie shape towards the South. I'm applying for a vacation of setbacks or permission to build into the current setbacks on the West side of my property to build a detached garage. I'm looking to put up an approximate 24'x30' detached wood structure. Due to the current city setbacks, odd shape of our lot, and extremely poor drainage on the rear of our property, I am seeking to move the setbacks on the West sides of the property to 25 feet.

Our property has very poor drainage in the rear due being the lowest back yard on the block and having significant negative grade. The back yard can't be raised much more because the view out section of the house was built too low. Our backyard holds thousands of gallons of water with a several-inch rainstorm. (See pics) Putting up a garage on the rear of the property beginning at a 50' setback will more than likely dam up water as it flows West towards Harding ST. Without significant professional grade work and an elaborate underground drainage system, building the garage there would be unfeasible. The only suitable location we can find to build is further West toward Harding St where the yard is flat. Unfortunately, the property setback on the West side of the property is 50' and 30' on the East. Our lot is deep front-to-back but not wide. This style of lot won't allow us to put a building on the side of the house like other property owners.

My understanding is that current setbacks on new neighborhoods in Bel Aire are only 25', whereas mine are 50' on the West and 30' on the East. I was told such a large (50 feet) setback was established there because of the potential for a trolley car rail system to be built in the area decades ago.

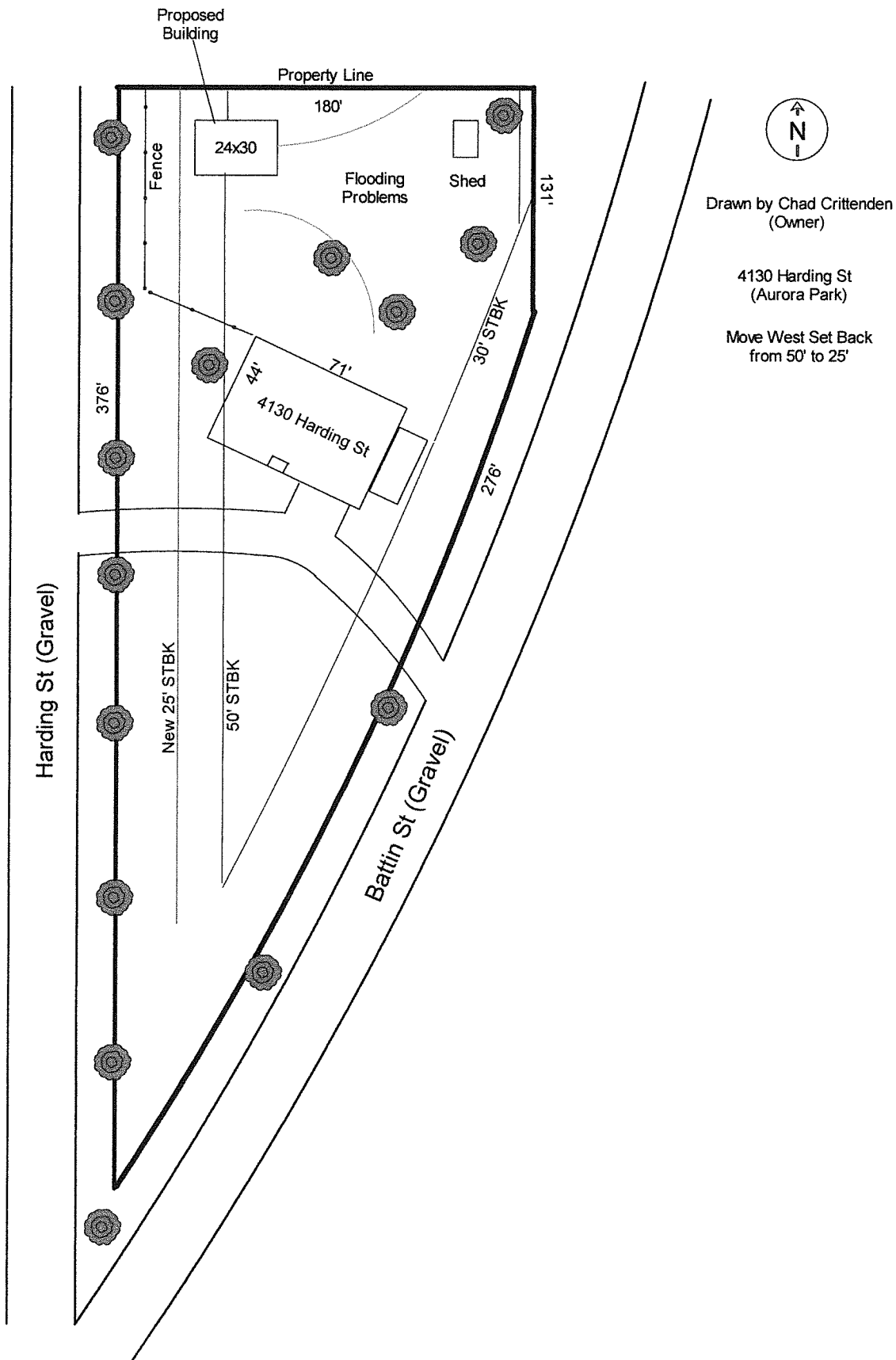
A setback at 25' on the West side of the property would allow the garage to be built on a positive grade which would improve drainage, thus eliminating the need to move fencing, tree removal, as well as avoid significant cost increases. This should also raise our property value, taxes and allow our multiple vehicles to be parked in the garage.

The garage would have the same roof style and finishes as the house. The building will probably only be 50-60% of the height of the house.

We love our property and community in Bel Aire, but a detached building is a necessity for us to stay here.

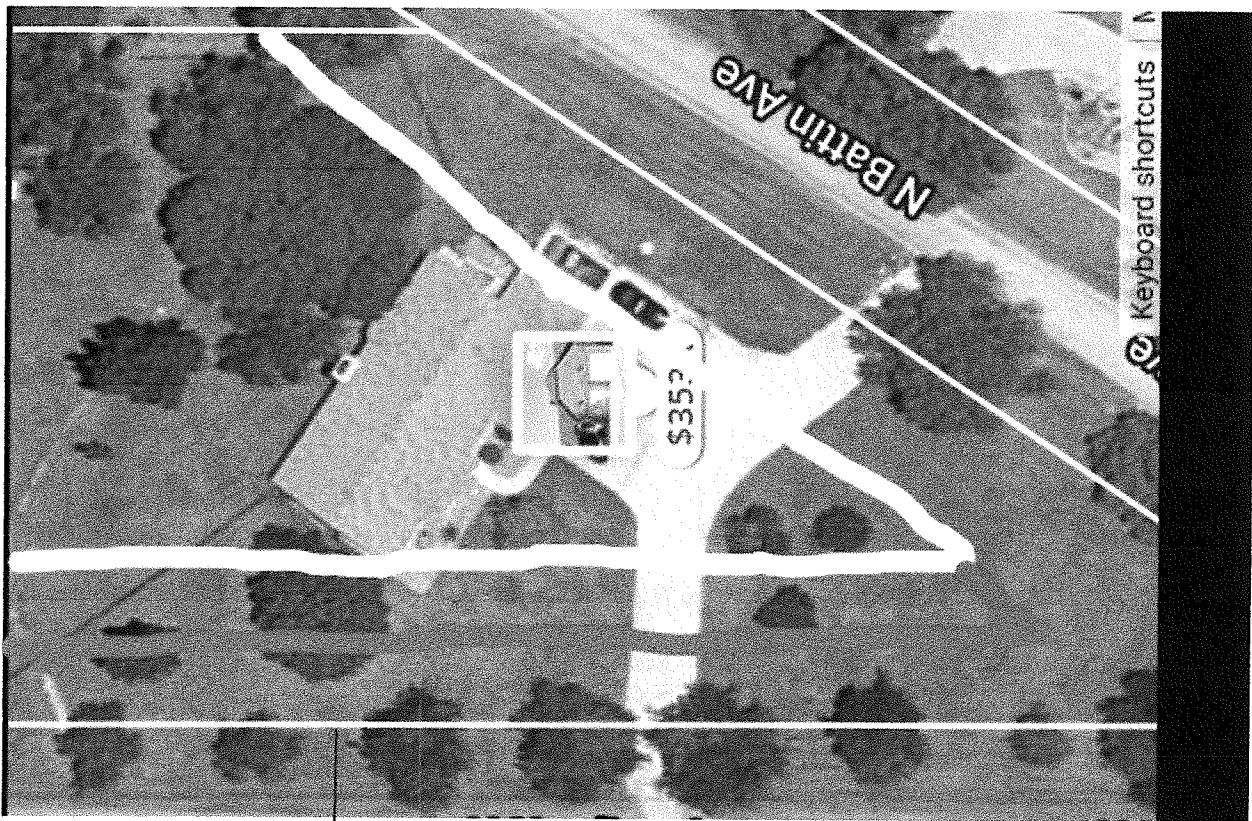
Thank you,

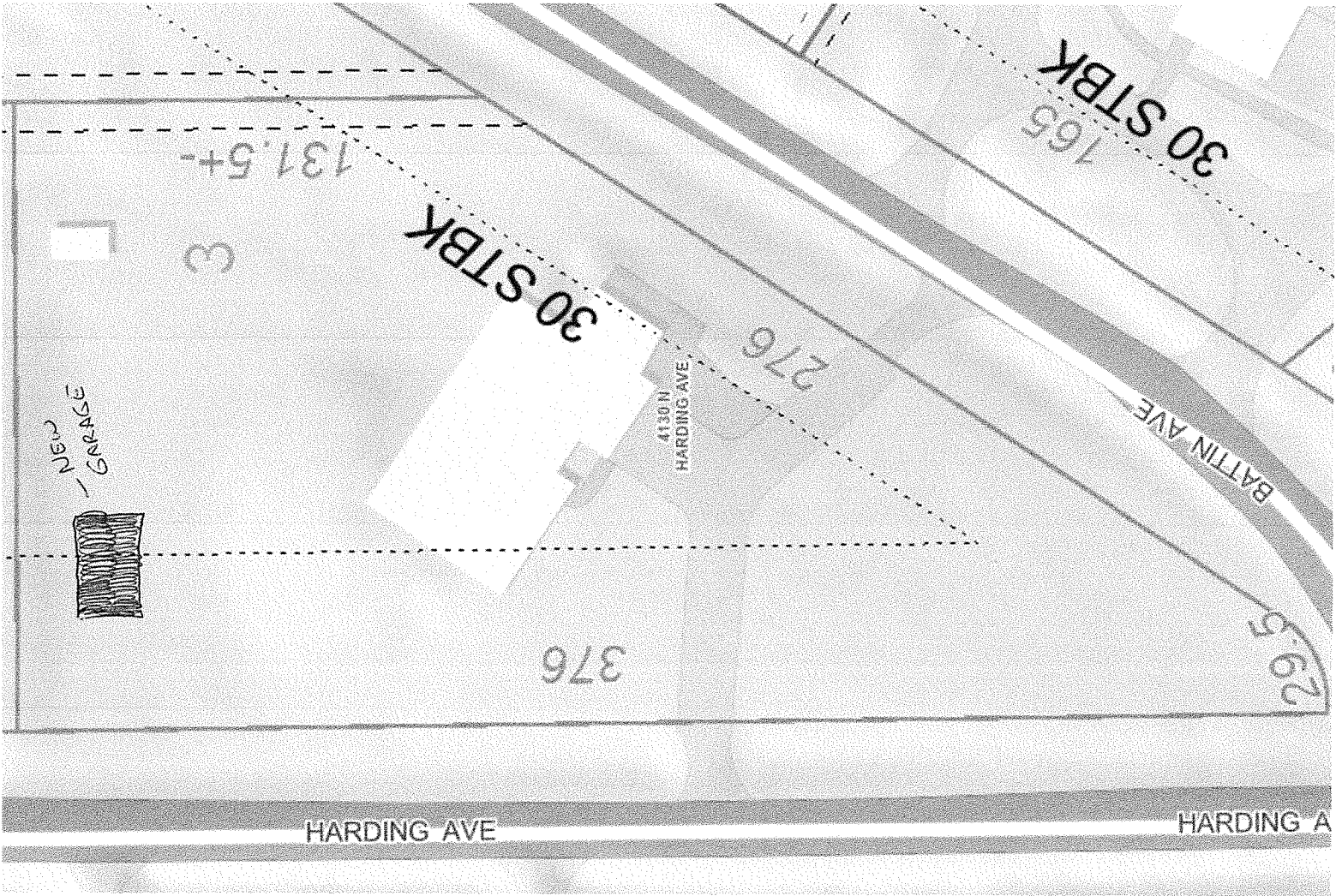
Chad Crittenden



Proposed 25 ft
SET BACK }
CURRENT 50 ft Setback

Property
LINE







BACK YARD with 2.5" Rain

City of Bel Aire, Kansas



STAFF REPORT

DATE: February 13, 2023
 TO: Ty Lasher, City Manager
 FROM: Anne Stephens, City Engineer
 RE: Elk Creek 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:

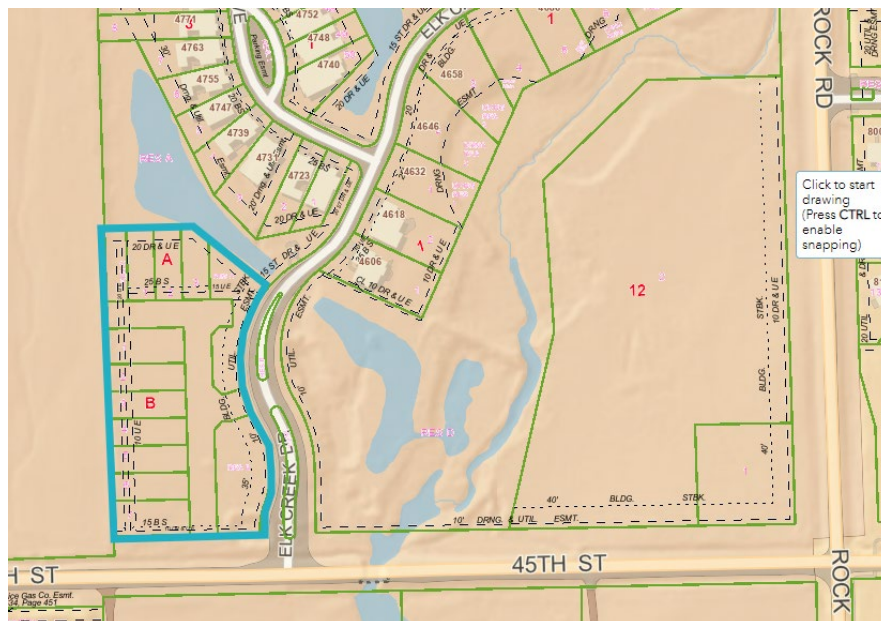
The Developer is ready to initiate the engineering design on Elk Creek 3rd.

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 KE Miller to prepare an agreement for Engineering 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 Agreements for Professional Services from KE Miller in the amount of \$4,300.00 for the water distribution system design and construction staking, \$7,200.00 for the sanitary sewer collection system design and construction staking and \$23,800.00 for the street and storm sewer design and construction staking.

**CONTRACT
FOR
DESIGN ENGINEERING SERVICES
AND
CONSTRUCTION ENGINEERING SERVICES
BETWEEN
THE
CITY OF BEL AIRE, KANSAS
AND
K.E. MILLER ENGINEERING, P.A.
WICHITA, KANSAS**

THIS AGREEMENT MADE AND ENTERED INTO THIS __DAY OF _____, by and between the City of Bel Aire, Kansas, party of the First Part, hereinafter called the Owner, and K.E. Miller Engineering, P.A., party of the Second Part, hereinafter called the Engineer.

WITNESSETH, Whereas the Owner deems it advisable to construct the following improvements to water distribution system, hereinafter called the Project:

The construction of a water distribution system to serve Lots 1-3, Block A, Lots 1-7, Block B, Elk Creek 3rd Addition, located in the Southeast Quarter of Section 19, Township 26 South, Range 2 East of the 6th principle meridian, Bel Aire, Sedgwick County, Kansas.

ARTICLE I-SCOPE OF ENGINEERING SERVICES

1. 1 The Engineer does hereby agree to provide the following Engineering Services in the Design Phase in connection with the project:

- a. Provide all the necessary design Survey for the project.
- b. Prepare Preliminary and Final Design drawings and contract documents and specifications for the project in accordance with all Federal, State, and local regulations and laws.
- c. Prepare Engineers Cost Estimate.
- d. Provide Owner with all easement and right-of-way descriptions.

1.2 The Engineer does hereby agree to provide the following Engineering Services in the Bidding Phase in connection with the project:

- a. Assist Owner in preparation of Advertisement of bids, respond to contractor questions and issue addendums, conduct the public bid opening, and tabulate the bids.

1.3 The Engineer does hereby agree to provide the following Engineering Services in the Construction Phase in connection with the project:

- a. Provide construction staking of the waterline one time.

1.4 In undertaking and accomplishing the work, the Engineer will provide the services of all professional and technical personnel required for the performance of the work described in Article 1. The Engineer will provide the Owner (2) copies of the Preliminary drawing and two (2) copies of the Final contract documents and one (1) set of as built plans. As built plans can be submitted on either computer disks compatible with AUTOCAD 2000 or 11"x17" drawings. Engineer will provide copies of all bidding documents for contractor's bid. Engineer may charge non-refundable deposits to contractors.

1.5 The Engineer agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The engineer understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended in whole or in part by the City of Bel Aire.

ARTICLE II-PROVIDED BY OWNER

2.1 In order to assist the Engineer in the provisions of providing Engineering Services to the Owner, the Owner will provide:

- a. The name of a representative to whom the Engineer will report and from whom the Engineer will receive review comments, instructions, directions and authorizations.
- b. Such legal and accounting consulting services, if any, which may be necessary to complete the project.
- c. Any and all existing data concerning the project which may be available.

ARTICLE III- TIME OF PERFORMANCE

3.1 The Engineer will commence work immediately upon approval of this agreement by the Owner and complete the project with the time periods given below:

- a. Preliminary Contract Documents within thirty (30) calendar days. Additional days may be granted for bad weather conditions, or situations beyond the Engineers control.
- b. Final Contract Documents within Thirty (30) calendar days from the date of receipt of the Owner's review comments on the Preliminary Contract Documents.

ARTICLE IV-FEES AND PAYMENTS

4.1 The Owner will compensate the Engineer for the provisions of services outlined in Article I above for the following amounts:

- a. Design Phase- Three Thousand Three Hundred Dollars (\$3,300.00), Lump Sum.
- b. Construction Phase- One Thousand Dollars (\$ 1,000.00) for Construction Staking one time.

4.2 Payment shall be made monthly upon submission of a proper invoice derived as described above in Article III. All invoices will be paid within thirty (30) calendar days.

ARTICLE V-ADDITIONAL SERVICES

5.1 If additional services beyond those described in Article I are required and agreed to by the Owner, both the Engineer and Owner prior to the Engineer proceeding with the additional services will mutually determine an equitable adjustment in fee and time of performance.

ARTICLE VI-LIMITATION OF LIABILITY

6.1 The Engineer will provide proof of coverage to the Owner of being insured at least to an amount of Five Hundred Thousand Dollars (\$500,000) for negligent acts errors or omissions in providing Engineering Services described in Article I above. The Engineer will provide a certificate of insurance to the Owner showing proof of aggregate general liability in an amount up to Five Hundred Thousand Dollars (\$500,000), and workmen compensation insurance for all personnel assigned to the project.

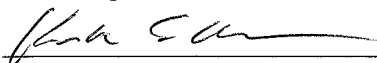
IN WITNESSETH WHEREOF, the parties here to have caused this Agreement to be signed by their duly authorized officers on the day and year first written above.

THE CITY OF BEL AIRE, KANSAS
(Owner)

By: _____
Jim Benage, Mayor
Attest:

By: _____
Melissa Krehbiel, City Clerk

K.E. MILLER ENGINEERING, P.A.
(Engineer)

By:  _____
Kirk Miller, P.E., President

**CONTRACT
FOR
DESIGN ENGINEERING SERVICES
AND
CONSTRUCTION ENGINEERING SERVICES
BETWEEN
THE
CITY OF BEL AIRE, KANSAS
AND
K.E. MILLER ENGINEERING, P.A.
WICHITA, KANSAS**

THIS AGREEMENT MADE AND ENTERED INTO THIS ____ DAY OF _____, by and between the City of Bel Aire, Kansas, party of the First Part, hereinafter called the Owner, and K.E. Miller Engineering, P.A., party of the Second Part, hereinafter called the Engineer.

WITNESSETH, Whereas the Owner deems it advisable to construct the following improvements to water distribution system, hereinafter called the Project:

The construction of a sanitary sewer collection system to serve Lots 1-3, Block A, Lots 1-7, Block B, Elk Creek 3rd Addition, located in the Southeast Quarter of Section 19, Township 26 South, Range 2 East of the 6th principle meridian, Bel Aire, Sedgwick County, Kansas.

ARTICLE I-SCOPE OF ENGINEERING SERVICES

1.1 The Engineer does hereby agree to provide the following Engineering Services in the Design Phase in connection with the project:

- a. Provide all the necessary design Survey for the project.
- b. Prepare Preliminary and Final Design drawings and contract documents and specifications for the project in accordance with all Federal, State, and local regulations and laws.
- c. Prepare Engineers Cost Estimate.
- d. Provide Owner with all easement and right-of-way descriptions.

1.2 The Engineer does hereby agree to provide the following Engineering Services in the Bidding Phase in connection with the project:

- a. Assist Owner in preparation of Advertisement of bids, respond to contractor questions and issue addendums, conduct the public bid opening, and tabulate the bids.

1.3 The Engineer does hereby agree to provide the following Engineering Services in the Construction Phase in connection with the project:

- a. Provide construction staking of the sanitary sewer line one time.

1.4 In undertaking and accomplishing the work, the Engineer will provide the services of all professional and technical personnel required for the performance of the work described in Article 1. The Engineer will provide the Owner (2) copies of the Preliminary drawing and two (2) copies of the Final contract documents and one (1) set of as built plans. As built plans can be submitted on either computer disks compatible with AUTOCAD 2000 or 11"x17" drawings. Engineer will provide copies of all bidding documents for contractor's bid. Engineer may charge non-refundable deposits to contractors.

1.5 The Engineer agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The engineer understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended in whole or in part by the City of Bel Aire.

ARTICLE II-PROVIDED BY OWNER

2.1 In order to assist the Engineer in the provisions of providing Engineering Services to the Owner, the Owner will provide:

- a. The name of a representative to whom the Engineer will report and from whom the Engineer will receive review comments, instructions, directions and authorizations.
- b. Such legal and accounting consulting services, if any, which may be necessary to complete the project.
- c. Any and all existing data concerning the project which may be available.

ARTICLE III- TIME OF PERFORMANCE

3.1 The Engineer will commence work immediately upon approval of this agreement by the Owner and complete the project with the time periods given below:

- a. Preliminary Contract Documents within thirty (30) calendar days. Additional days may be granted for bad weather conditions, or situations beyond the Engineers control.
- b. Final Contract Documents within Thirty (30) calendar days from the date of receipt of the Owner's review comments on the Preliminary Contract Documents.

ARTICLE IV-FEES AND PAYMENTS

4.1 The Owner will compensate the Engineer for the provisions of services outlined in Article I above for the following amounts:

- a. Design Phase- Five Thousand Five Hundred Dollars (\$5,500.00), Lump Sum.
- b. Construction Phase- One Thousand Seven Hundred Dollars (\$ 1,700.00) for Construction Staking one time.

4.2 Payment shall be made monthly upon submission of a proper invoice derived as described above in Article III. All invoices will be paid within thirty (30) calendar days.

ARTICLE V-ADDITIONAL SERVICES

5.1 If additional services beyond those described in Article I are required and agreed to by the Owner, both the Engineer and Owner prior to the Engineer proceeding with the additional services will mutually determine an equitable adjustment in fee and time of performance.

ARTICLE VI-LIMITATION OF LIABILITY

6.1 The Engineer will provide proof of coverage to the Owner of being insured at least to an amount of Five Hundred Thousand Dollars (\$500,000) for negligent acts errors or omissions in providing Engineering Services described in Article I above. The Engineer will provide a certificate of insurance to the Owner showing proof of aggregate general liability in an amount up to Five Hundred Thousand Dollars (\$500,000), and workmen compensation insurance for all personnel assigned to the project.


IN WITNESSETH WHEREOF, the parties here to have caused this Agreement to be signed by their duly authorized officers on the day and year first written above.

THE CITY OF BEL AIRE, KANSAS
(Owner)

By: _____
Jim Benage, Mayor
Attest:

By: _____
Melissa Krehbiel, City Clerk

K.E. MILLER ENGINEERING, P.A.
(Engineer)

By:  _____
Kirk Miller, P.E., President

**CONTRACT
FOR
DESIGN ENGINEERING SERVICES
AND
CONSTRUCTION ENGINEERING SERVICES
BETWEEN
THE
CITY OF BEL AIRE, KANSAS
AND
K.E. MILLER ENGINEERING, P.A.
WICHITA, KANSAS**

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WITNESSETH, Whereas the Owner deems it advisable to construct the following improvements to water distribution system, hereinafter called the Project:

The construction of a streets and storm sewer systems to serve Lots 1-3, Block A, Lots 1-7, Block B, Elk Creek 3rd Addition, located in the Southeast Quarter of Section 19, Township 26 South, Range 2 East of the 6th principle meridian, Bel Aire, Sedgwick County, Kansas.

ARTICLE I-SCOPE OF ENGINEERING SERVICES

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- a. Provide all the necessary design Survey for the project.
- b. Prepare Preliminary and Final Design drawings and contract documents and specifications for the project in accordance with all Federal, State, and local regulations and laws.
- c. Prepare Engineers Cost Estimate.
- d. Provide Owner with all easement and right-of-way descriptions.

1.2 The Engineer does hereby agree to provide the following Engineering Services in the Bidding Phase in connection with the project:

- a. Assist Owner in preparation of Advertisement of bids, respond to contractor questions and issue addendums, conduct the public bid opening, and tabulate the bids.

1.3 The Engineer does hereby agree to provide the following Engineering Services in the Construction Phase in connection with the project:

- a. Provide construction staking of the paving and drainage one time.

1.4 In undertaking and accomplishing the work, the Engineer will provide the services of all professional and technical personnel required for the performance of the work described in Article 1. The Engineer will provide the Owner (2) copies of the Preliminary drawing and two (2) copies of the Final contract documents and one (1) set of as built plans. As built plans can be submitted on either computer disks compatible with AUTOCAD 2000 or 11"x17" drawings. Engineer will provide copies of all bidding documents for contractor's bid. Engineer may charge non-refundable deposits to contractors.

1.5 The Engineer agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The engineer understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended in whole or in part by the City of Bel Aire.

ARTICLE II-PROVIDED BY OWNER

2.1 In order to assist the Engineer in the provisions of providing Engineering Services to the Owner, the Owner will provide:

- a. The name of a representative to whom the Engineer will report and from whom the Engineer will receive review comments, instructions, directions and authorizations.
- b. Such legal and accounting consulting services, if any, which may be necessary to complete the project.
- c. Any and all existing data concerning the project which may be available.

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- a. Preliminary Contract Documents within thirty (30) calendar days. Additional days may be granted for bad weather conditions, or situations beyond the Engineers control.
- b. Final Contract Documents within Thirty (30) calendar days from the date of receipt of the Owner's review comments on the Preliminary Contract Documents.

ARTICLE IV-FEES AND PAYMENTS

4.1 The Owner will compensate the Engineer for the provisions of services outlined in Article I above for the following amounts:

a. Design Phase- Eighteen Thousand Eight Hundred Dollars (\$18,800.00), Lump Sum.

b. Construction Phase- Five Thousand Dollars (\$ 5,000.00) for Construction Staking one time.

4.2 Payment shall be made monthly upon submission of a proper invoice derived as described above in Article III. All invoices will be paid within thirty (30) calendar days.

ARTICLE V-ADDITIONAL SERVICES

5.1 If additional services beyond those described in Article I are required and agreed to by the Owner, both the Engineer and Owner prior to the Engineer proceeding with the additional services will mutually determine an equitable adjustment in fee and time of performance.

ARTICLE VI-LIMITATION OF LIABILITY

6.1 The Engineer will provide proof of coverage to the Owner of being insured at least to an amount of Five Hundred Thousand Dollars (\$500,000) for negligent acts errors or omissions in providing Engineering Services described in Article I above. The Engineer will provide a certificate of insurance to the Owner showing proof of aggregate general liability in an amount up to Five Hundred Thousand Dollars (\$500,000), and workmen compensation insurance for all personnel assigned to the project.


IN WITNESSETH WHEREOF, the parties here to have caused this Agreement to be signed by their duly authorized officers on the day and year first written above.

THE CITY OF BEL AIRE, KANSAS
(Owner)

By: _____
Jim Benage, Mayor
Attest:

By: _____
Melissa Krehbiel, City Clerk

K.E. MILLER ENGINEERING, P.A.
(Engineer)

By:  _____
Kirk Miller, P.E., President

City of Bel Aire, Kansas

STAFF REPORT

DATE: February 15, 2023

TO: Governing Body

FROM: City Attorney

RE: Consent Annexation near 53rd and Webb railroad tracks (Bryant)



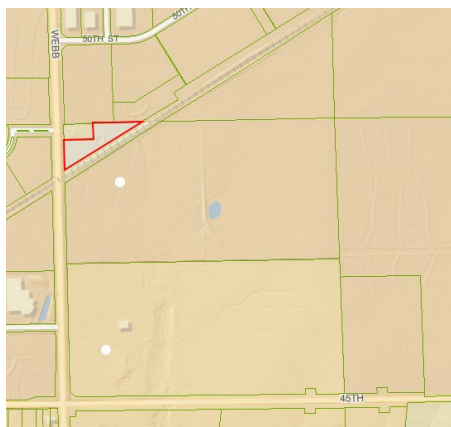
Background:

The owners of these 2 adjoining tracts of land have signed an agreement to have their property annexed into the corporate boundaries of the City of Bel Aire. The agreement includes a temporary tiered tax rebate, zoning plan, and agreement to allow the property to attach to city water and sewer at a later time. This agreement makes the annexation process easier than if the City were to initiate a unilateral annexation.

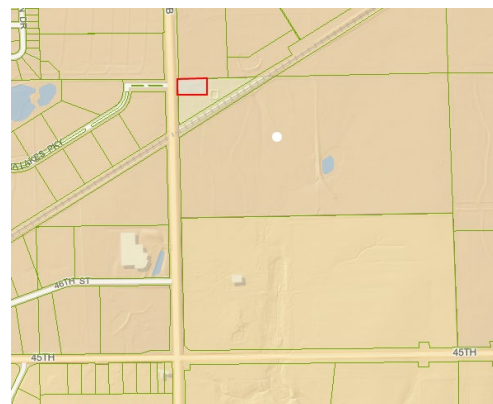
Discussion:

Statutory consent annexation allows the city to clean up “islands” that are not a part of the city even though those properties are wholly surrounded by the City. Annexing this property into Bel Aire would make the boundary lines of the City harmonious and contiguous as contemplated in KSA 12-520. The City is able to provide sewer water and police service to this property.

Parcel 1 (PIN 00289668)



Parcel 2 (PIN 00289667)



Recommendation from Staff: Approve the agreement for consent annexation and the accompanying ordinance. Once filed with the Register of Deeds, this property will be incorporated into Bel Aire.

CITY OF BEL AIRE**CONSENT TO AND AGREEMENT FOR ANNEXATION**

This consent to and agreement for annexation is made and entered into as of the 6th day of February, 2023, by and between the City of Bel Aire, Kansas, a municipal corporation of the State of Kansas, and R. Kevin + Sherlyn Bryant who hold(s) fee simple title to the real property hereinafter described.

WHEREAS, Kevin + Sherlyn Bryant who hold(s) fee simple title to the real property hereinafter described, desires the annexation of said real property into the corporate boundaries of the City of Bel Aire, Kansas; and

WHEREAS, the Governing Body of the City of Bel Aire, Kansas desires to annex said real property into the corporate boundaries of the City of Bel Aire, Kansas;

WHEREAS, Parties agree to the following conditions of Annexation:

1. Property Owner(s) may elect when to attach to City water and sewer services unless the City determines there is a demonstrable need to require the property be attached at a specific time, and if so determined by the City Engineer, owner(s) shall be required to connect to City water and/or sewer services upon written City request.
2. Upon written request of the property owner(s), the City shall grant the legally described property a 5 year rebate for City taxes. Bel Aire taxes may be rebated in the following increments for the first 5 tax years following this annexation:

YEAR 1: 100 percent of Bel Aire tax portion

YEAR 2: 100 percent of Bel Aire tax portion

YEAR 3: 75 percent of Bel Aire tax portion

YEAR 4: 50 percent of Bel Aire tax portion

YEAR 5: 25 percent of Bel Aire tax portion

3. Upon initial annexation, property will be zoned AG. The City shall support a onetime rezoning of the property to a C-1, C-2, or an M-1 designation upon request of the property owner(s). Property owner(s) shall submit a site plan for City approval if intended zoning use is a C-2 or M-1 designation.

NOW, THEREFORE, Kevin & Sherlyn Bryant who hold(s) fee simple title to the following real property, does hereby request, petition and consent to the annexation, pursuant to K. S. A. 12-520 (7), into the corporate boundaries of the City of Bel Aire, Kansas by the Governing Body of the City of Bel Aire, Kansas, of the following real property, to-wit:

[N 150 FT W 340 FT N1/2 SW1/4 EXC W 60 FT FOR RD SEC 21-26-2E]

WHEREFORE, the parties hereto agree that the provisions contained herein shall inure to and run with said real property and as such shall be binding upon their heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

R. Kevin Bryant
R. Kevin Bryant Property Owner
Sherlyn Bryant
Sherlyn Bryant Property Owner

State of Kansas
County of Sedgwick

This instrument was acknowledged before me on February 6, 2023
by R. Kevin Bryant and ^{mk} Sherlyn Bryant.



(Notary stamp)
My appointment expires: 8/28/2026

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the ____ day of _____, 2023 and is hereby executed on this ____ day of _____, 2023.

MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

State of Kansas
County of Sedgwick

This instrument was acknowledged before me on _____
by _____.

NOTARY PUBLIC
(Notary stamp)

My appointment expires: _____

CITY OF BEL AIRE

CONSENT TO AND AGREEMENT FOR ANNEXATION

This consent to and agreement for annexation is made and entered into as of the 6th day of February, 2023, by and between the City of Bel Aire, Kansas, a municipal corporation of the State of Kansas, and R. Kevin & Sherlyn Bryant who hold(s) fee simple title to the real property hereinafter described.

WHEREAS, Kevin & Sherlyn Bryant who hold(s) fee simple title to the real property hereinafter described, desires the annexation of said real property into the corporate boundaries of the City of Bel Aire, Kansas; and

WHEREAS, the Governing Body of the City of Bel Aire, Kansas desires to annex said real property into the corporate boundaries of the City of Bel Aire, Kansas;

WHEREAS, Parties agree to the following conditions of Annexation:

1. Property Owner(s) may elect when to attach to City water and sewer services unless the City determines there is a demonstrable need to require the property be attached at a specific time, and if so determined by the City Engineer, owner(s) shall be required to connect to City water and/or sewer services upon written City request.
2. Upon written request of the property owner(s), the City shall grant the legally described property a 5 year rebate for City taxes. Bel Aire taxes may be rebated in the following increments for the first 5 tax years following this annexation:

YEAR 1: 100 percent of Bel Aire tax portion

YEAR 2: 100 percent of Bel Aire tax portion

YEAR 3: 75 percent of Bel Aire tax portion

YEAR 4: 50 percent of Bel Aire tax portion

YEAR 5: 25 percent of Bel Aire tax portion

3. Upon initial annexation, property will be zoned AG. The City shall support a onetime rezoning of the property to a C-1, C-2, or an M-1 designation upon request of the property owner(s). Property owner(s) shall submit a site plan for City approval if intended zoning use is a C-2 or M-1 designation.

NOW, THEREFORE, Kevin & Sherlyn Bryant who hold(s) fee simple title to the following real property, does hereby request, petition and consent to the annexation, pursuant to K. S. A. 12-520 (7), into the corporate boundaries of the City of Bel Aire, Kansas by the Governing Body of the City of Bel Aire, Kansas, of the following real property, to-wit:

**[BEG NW COR SW1/4 E TO MOPAC ROW SWLY ALG ROW TO W LI SW1/4 N TO
BEG EXC W 340 FT N 150 FT SEC 21-26-2E]**

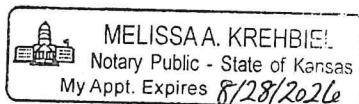
WHEREFORE, the parties hereto agree that the provisions contained herein shall inure to and run with said real property and as such shall be binding upon their heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

R. Kevin Bryant
R. Kevin Bryant / Property Owner
Sherlyn Bryant
Sherlyn Bryant / Property Owner

State of Kansas
County of Sedgwick

This instrument was acknowledged before me on February 6, 2023,
by R. Kevin Bryant and Sherlyn Bryant.
mk



Melissa A. Krehbiel
NOTARY PUBLIC

(Notary stamp)
My appointment expires: 8/28/2026

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the _____ day of _____, 2023 and is hereby executed on this _____ day of _____, 2023.

MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

State of Kansas
County of Sedgwick

This instrument was acknowledged before me on _____
by _____.

NOTARY PUBLIC
(Notary stamp)

My appointment expires: _____

(First Published in the Ark Valley News on the ____ day of _____ 2023.)

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AND INCORPORATING A PORTION OF SECTION **21-26-2E** INTO THE BOUNDARIES OF THE CITY OF BEL AIRE, KANSAS.

WHEREAS, WHEREAS, R. Kevin and Sherlyn Bryant, who hold fee simple title to the real property hereinafter described, desires the annexation of said real property into the corporate boundaries of the City of Bel Aire, Kansas; and has requested the same in writing on February 6, 2023;

WHEREAS, the Governing Body of the City of Bel Aire, Kansas desires to annex said real properties into the corporate boundaries of the City of Bel Aire, Kansas;

WHEREAS, in accordance with KSA 520(e) section (f); No resolution, notice and public hearing required under the provisions of this section shall be required as a prerequisite to the annexation of land owned by or held in trust for the city or any agency thereof or *land all of the owners of which petition for or consent thereto in writing.*

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

SECTION 1: Hereby certifies the land described below shares a common boundary with the City of Bel Aire and is not currently part of the City of Bel Aire.

SECTION 2: The real properties are legally described as:

[N 150 FT W 340 FT N1/2 SW1/4 EXC W 60 FT FOR RD SEC 21-26-2E]

And

[BEG NW COR SW1/4 E TO MOPAC ROW SWLY ALG ROW TO W LI SW1/4 N TO BEG EXC W 340 FT N 150 FT SEC 21-26-2E]

SECTION 3: The above described property meeting one or more of the conditions for annexation prescribed in KSA 520(e) section (f), is hereby annexed and incorporated within the corporate limits of the city of Bel Aire by this Ordinance.

SECTION 4: The officers, employees, and agents of the City of Bel Aire are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 5: This ordinance shall take effect and be in force after publication in the official City newspaper.

ADOPTED by the Governing Body of the City of Bel Aire, Kansas this__ day of, February 2022.

Approved:

Jim Benage, Mayor

Attest:

Melissa Krehbiel, City Clerk

City of Bel Aire, Kansas



STAFF REPORT

DATE: February 15, 2023
 TO: Ty Lasher, City Manager
 FROM: Anne Stephens, Public Works Director
 RE: Woodlawn Project – Proposed Change Order #11 - Odessa Retaining Wall Change Order

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:

With the sidewalk and street being installed on Odessa, it was noticed that there is a need for retaining walls at the north and south edges of the intersection with Odessa and Woodlawn.

Goals:

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

Discussion:

There are two issues necessitating these walls. First – there was not enough temporary construction easement acquired to allow for a smoothly graded transition between the new sidewalk and the existing ground. Secondly, even if enough temporary construction easement had been acquired, the root system of the large existing tree to the south would have been damaged to the point of necessitating removal of the tree and the flagpole monument located on the north property would have needed relocating/reconstruction to allow for the grading. In light of these issues, it was determined by the project team that the best current course of action to remedy the situation is to install a small retaining wall on these two corners. Pearson is not requesting any additional days through this change order.

Pearson's cost for this change order is \$38,556.00.



Figure 1 North Corner



Figure 2 South Corner

While it is very frustrating to keep having change orders, it is not uncommon on a project of this magnitude and complexity that is being conducted in a well-established corridor with numerous underground utilities.

Financials:

The additional cost associated with this Change Order will be included in the bonds and paid for out of the general fund. This Change Order will increase the total annual debt service payment by \$2,960.

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

Original Contract (Bid) Price	\$8,571,662.01
Change Order 1 (disincentive for temporary asphalt that did not meet specs)	(\$1.00)*
Change Order 2 (sanitary sewer line reconstruction)	\$27,038.00
Change Order 3 (working day adjustment for CO 2)	No change in cost
Change Order 4 (exploratory excavation for waterlines under UPRR (\$5,685.75) and water line lowering	\$59,655.75
Change Order 5 (quantity adjustment for steel and temporary traffic marking tape)	\$39,281.90
Change Order 6 (Shifting of Water Lines 2 & 3)	\$6,405.00
Change Order 7 (Rock Ditch Check & Odessa Water Line/RCB conflict)	\$8,872.50
Change Order 8 (Adding lights to stop sign at 45 th Street)	\$756.00
Change Order 9 (45 th Street “DO NOT TURN LEFT” sign)	\$367.50
Change Order 10 (Extra Work for Additional Cost for Elliptical Pipe)	\$1,412.25
Proposed Change Order 11 (Retaining Walls for Odessa)	\$38,556.00
Total Contract Cost with Proposed Change Order 11	\$8,754,005.91

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

Recommendation:

If Council chooses to deny this change order request, Pearson will proceed with filling in the space between the sidewalk and the existing ground (at the edge of the temporary construction easement) with a straight line. This will leave a very steep grade that will be very difficult for the property owners to mow and maintain, not to mention getting any sort of vegetation to grow along this area will be very difficult.

It is staff's recommendation for Council to approve Pearson's Change Order Request in the amount of \$38,556.00. This addition will provide for a smoother, easily maintainable, more aesthetically pleasing finished product.



February 14, 2023

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

Attention: Anne Stephens, PE

Re: KDOT Project 87 N-0678-01
Bel-Aire / Woodlawn, 37th St. N. to 45th St. N.
Landscape Retaining Wall Change Order Request

Anne,

Due to the steep grades at the Woodlawn & Odessa Intersection, it was determined that a Landscape Retaining Wall would be required for the project. Pearson Construction requests \$38,556.00 for this work.

The proposed cost for this change order is itemized below.

Subcontracted	\$36,720.00
OH&P @ 5%	\$1,836.00
Total	\$38,556.00

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

Respectfully Submitted,
PEARSON CONSTRUCTION, LLC

A handwritten signature in black ink, appearing to read 'Tyler Stevenson', with a long horizontal line extending to the right.

Tyler Stevenson
Project Manager

From: [Jay Anglemyer](#)
To: [Anne Stephens](#); [Tyler Stevenson \(tylers@pearsonconstructionllc.com\)](mailto:tylers@pearsonconstructionllc.com)
Cc: [Zimmerman, Dakota G.](#); [Milner, Richard E.](#); [Strecker, Eric L.](#); [Franks, Sean M.](#); [Steven Frank](#)
Subject: 87N-0678-01 Woodlawn low-Stack Retaining Wall
Date: Wednesday, December 07, 2022 12:54:34 PM
Attachments: [116.001 DRY STACK WALL HALF.pdf](#)
[207 X-SECTION SHEET HALF.pdf](#)
[208 X-SECTION SHEET HALF.pdf](#)

Anne and Tyler,

Attached are retaining wall plans, profiles and details for what we are thinking on Woodlawn. The extent of wall shown is less than what we discussed possibly on site. We reviewed the need for wall along Perryton and Woodlawn Ct. and determined grading should suffice at these locations. Please note the quantity of wall at the bottom right of the plan and detail sheet. The style of stone was reviewed by our landscape folks and the City. If you have questions or suggestions, please let us know.

Thanks,

Jay Anglemyer, PE

Civil Engineer, Principal

MKEC ENGINEERING SUCCESS

T 316.684.9600 • F 316.684.5100

411 N. Webb Rd. • Wichita, KS 67206

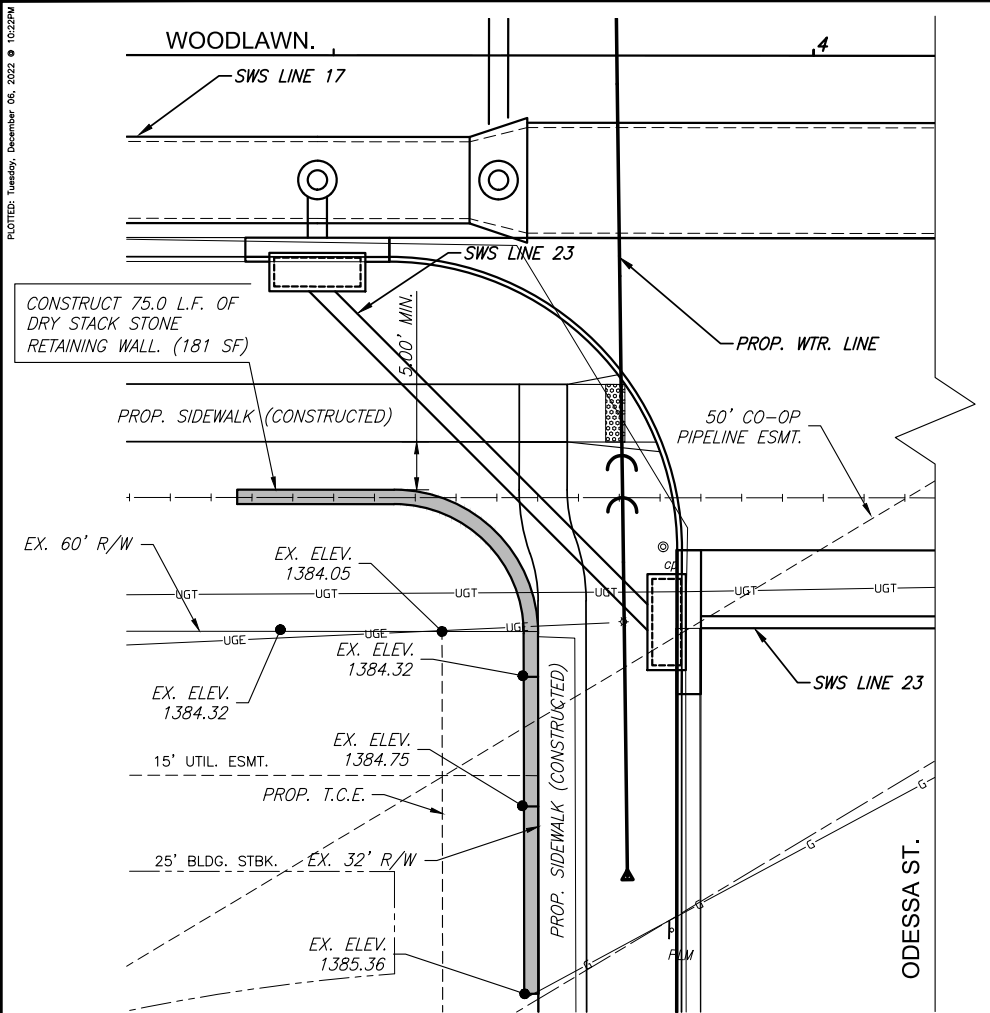
janglemyer@mkec.com • www.mkec.com

Facebook • Twitter • LinkedIn

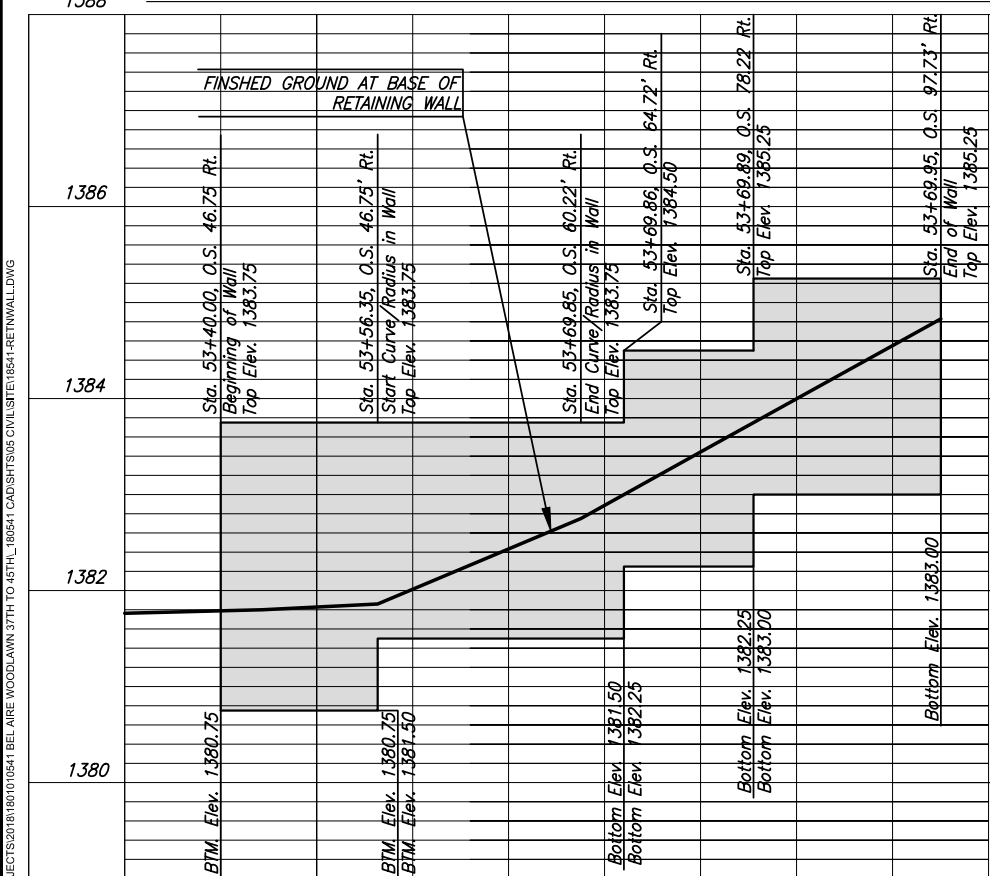
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1388 DRY-STACK STONE RETAINING WALL 1- PLAN & PROFILE



53+50

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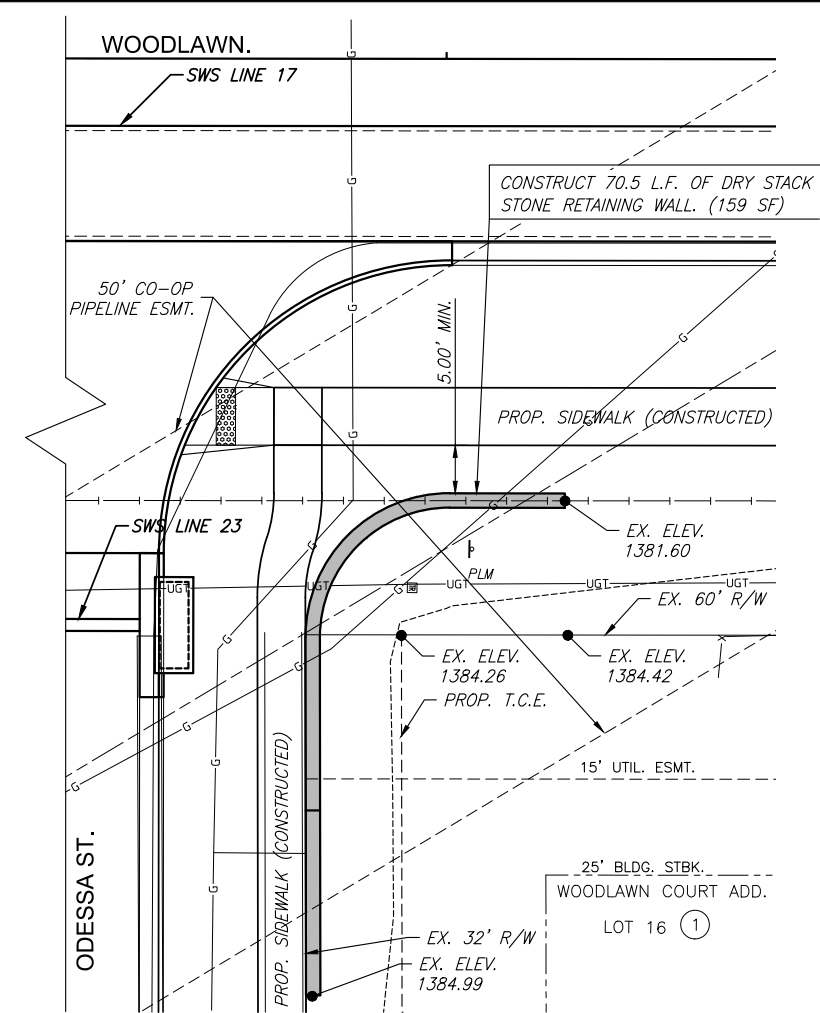
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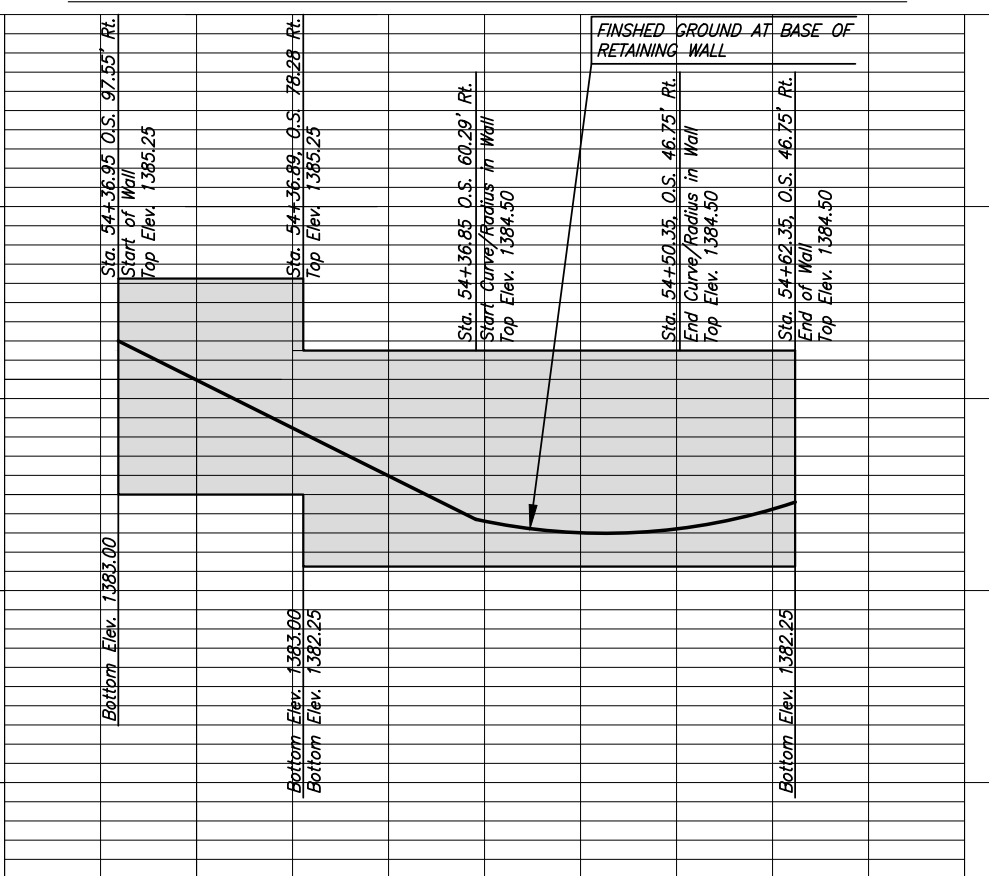
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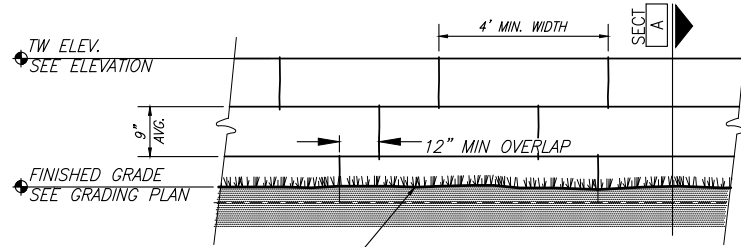
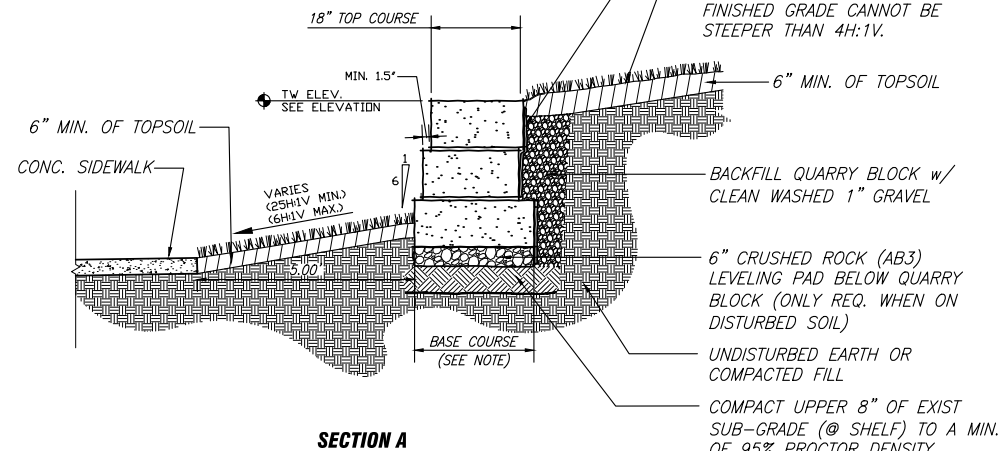
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1388 DRY-STACK STONE RETAINING WALL 2- PLAN & PROFILE



NOTE: THE TOP COURSE OF QUARRY BLOCK STONE WALL SHALL BE 18" WIDE WITH PARALLEL SPLIT FACES ON FRONT AND BACK SIDES. ENDS SHALL BE SAWED SQUARE. SPLIT FACE EDGE LINE TOLERANCE SHALL NOT EXCEED 2". THE STONE WALL WIDTH AT THE TOP COARSE OF ALL WALLS SHALL BE 18", BATTERING DOWN TO A BASE COURSE MIN. WIDTH OF 2' OR ONE HALF THE HEIGHT OF THE WALL, WHICHEVER IS GREATER. FIRST STONE COURSE SHALL BE A MINIMUM OF 6" BELOW FINISHED GRADE.



START FIRST COURSE 6" BELOW FINISHED GRADE - SEE GRADING PLAN FOR ELEV.

ELEVATION

GENERAL NOTES

DRY STACK QUARRY BLOCK STONE
SUPPLIER: U.S. STONE INDUSTRIES
CONTACT: HELEN PAULY
120 N. 6TH ST.
ST. MARYS, KS 66536
WWW.USSTONEINDUSTRIES.COM

HIGGINS STONE
CONTACT: HOLLY HIGGINS
407 MILLER DRIVE
WAMEGO, KS 66547
WWW.HIGGINSSTONE.COM

9" TOP LEDGE COTTONWOOD
AVG. LENGTH - 4' TO 6'
MIN. COMPRESSIVE STRENGTH - 8,000 PSI

- 1) PLACEMENT
-MINIMUM STONE OVERLAP IN WALL COURSE SHALL BE 12"
-WALL GAP BETWEEN VERTICAL JOINTS SHALL BE NO MORE THAN 1"
MAX., WHERE NECESSARY FILL MATERIAL (SMALL ROCK) SHALL BE USED TO FILL GAP. THESE AREAS SHALL BE KEPT TO A MINIMUM. FIELD VERIFY W/ OWNER'S REPRESENTATIVE PRIOR TO FINAL ACCEPTANCE.
- 2) SURFACE FINISH
EXPOSED WALL SURFACE SHALL HAVE A DRESSED STONE FINISH. FACES SHALL BE ABSENT EVIDENCE OF DRILL SPLIT MARKS. A MOCKUP WALL SECTION WILL BE REQUIRED PRIOR TO COMMENCEMENT OF WORK.

DRY-STACK RETAINING WALL

NOT TO SCALE

LANDSCAPE RETAINING WALL QUANTITIES			
BILL OF MATERIALS			
ID NO.	DESCRIPTION	QUANTITY	UNIT
1	Landscape Retaining Wall (Stone)	340	S.F.

STATE	PROJECT NO.	YEAR	SHEET NO.	T	St
KANSAS	87 N-0678-01	2021	116.001		



WOODLAWN - 37TH ST. N. TO 45TH ST. N.

BEL AIRE, KS

STREET IMPROVEMENTS FOR

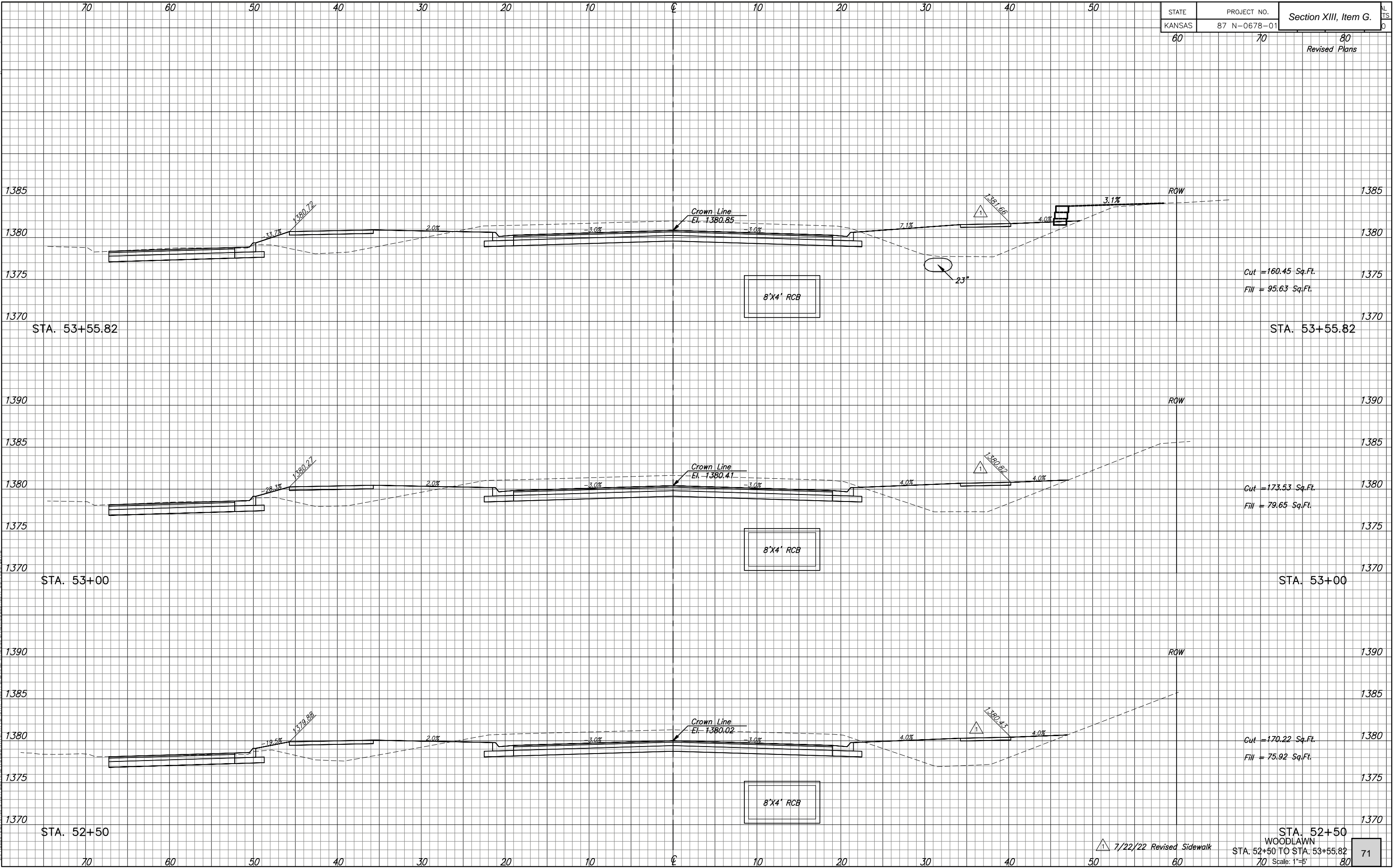
DRY STACK WALL

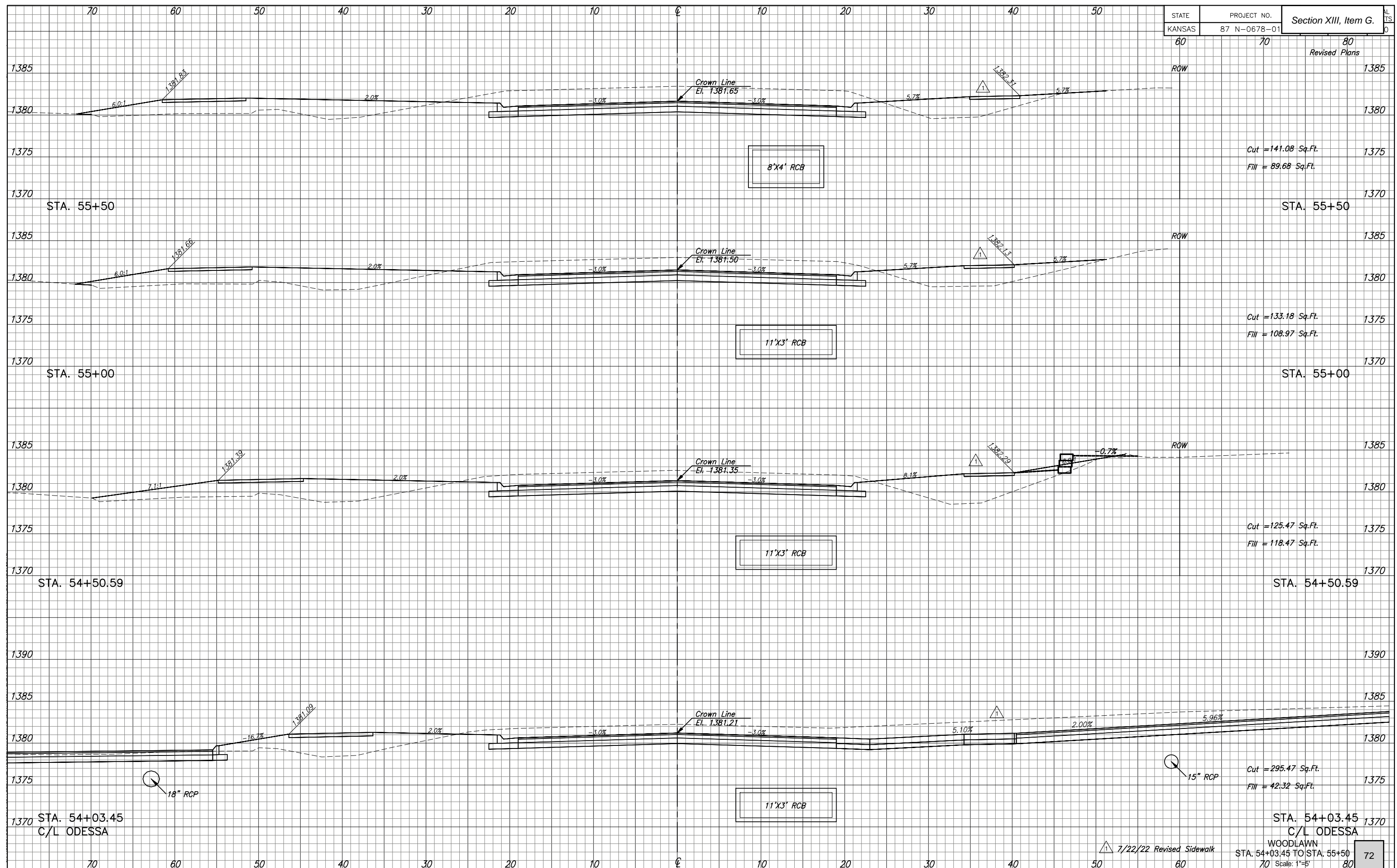
PROJECT NO.	87 N-0678-01	
DATE	8/11/20	
SCALE	1"=10'	
DESIGNED	DRAWN	CHECKED
SLF	SLF	JAG

NO.	REVISION	DATE
-----	----------	------

SHEET NO.

116.001 (70)







THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **City of Bel Aire, Kansas** hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner intends to have designed roadway improvements to serve Cozy Drive and Aurora Park (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
 - 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
 - 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
 - 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:
 - 5.1.1. Those responsibilities set forth in Exhibit A.
 - 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all



programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

- 5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.
- 5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety



precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein. Notwithstanding anything in this Agreement to the contrary, Garver shall have no obligation to deliver the Deliverables to Owner until payment has been received for the same.
- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.
- 6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.
- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual



Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design with Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.



- 6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.
- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

- 7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.
- 7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.



8. DOCUMENTS

- 8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).
- 8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

- 9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.
- 9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.
- 9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

- 9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.
- 9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.
- 9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.



9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Wichita, Kansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.



- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.



12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Kansas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
 Exhibit B – Compensation Schedule
 Exhibit C – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.



Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Bel Aire, Kansas

Garver, LLC

By: _____
Signature

By: Christopher Bohm
Signature

Name: _____
Printed Name

Name: Christopher Bohm
Printed Name

Title: _____

Title: Sr. Project Manager

Date: _____

Date: 02/14/2023

Attest: _____

Attest: [Signature]



EXHIBIT A (SCOPE OF SERVICES)

1.1 Garver shall provide the following Services (Engineering Design):

Furnish engineering and technical services as required to develop the plans, supplemental specifications and estimates of the quantities of work for the PROJECT in accordance with design standards and in the format and detail required by the City of Bel Aire, Kansas, and as outlined in this Appendix. Plans will include the design of streets and storm water drainage system.

When authorized by the OWNER, proceed with development of plans for the PROJECT based on the preliminary design concepts approved by the OWNER.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for engineering design.
2. Soils and Foundation Investigations. When recommended by Garver, and/or requested by the OWNER, the OWNER shall direct an approved testing laboratory to perform subsurface borings and soils investigations for the PROJECT for the purpose of determining subgrade compaction and soil stabilization requirements. The testing laboratory shall be responsible for the accuracy and competence of their work. The Owner's contract with the testing laboratory shall provide that the testing laboratory is responsible to the OWNER for the accuracy and competence of their work. The cost of soils and boring investigations shall be directly contracted with and billed directly to the OWNER.
3. Review Preliminary Design Concepts. Review preliminary design concepts with the OWNER or its designated representative prior to progressing to detail aspects of the work unless waived by the OWNER.
4. Prepare engineering plans, plan quantities and supplemental specifications as required.
5. Identify all known potential utility conflicts and, when authorized by the OWNER, provide prints of plans to each utility identifying the problem locations. GARVER shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings and effect resolutions of conflicts.
6. Deliver original plan tracings and specification originals to the OWNER.
7. When requested by the OWNER, conduct pre-bid and/or pre-construction conferences and assist the OWNER in the bid process.
8. Provide AutoCAD V. 2020 drawing files for the PROJECT to the OWNER.
9. Provide Construction Phase Services consisting of construction staking and construction observation which include the following general duties:



Pre-Construction Activities:

- Assist the City with the preparation and receipt of contracts and project bonds.
- Work with the Contractor to establish a work schedule for the project.
- Receive and review shop drawings and material submittals from the Contractor.
- Verify that on-site underground utility lines have been marked by Kansas One-Call.
- Field check all materials on site to determine compliance with the specifications.
- Notify adjacent property owners concerning construction operations.
- Provide construction staking for line and grade with offsets for marked stakes at the distances specified by the Contractor.

Construction Operations – Pavement and Storm Water Sewer

Paving, Subgrade and Curb Construction

- Check earthwork cuts and fill against the stakes to verify accuracy.
- Verify drainage ditches for alignment and grade.
- Order soil testing for the subgrade compaction and for treated subgrade as is required by the specifications. Additional testing will be ordered if conditions warrant, or if on-site testing fails.
- Check placement of geogrid reinforcement (if used on project).
- Check subgrade rock depth and width (if used on project).
- Check that subgrade is trimmed to the bluetop stakes after placement of curb.
- Check string lines for alignment and grade.
- Check expansion joint material.
- Check that curb machine is maintained and operating properly.
- Check curb template for proper size and dimensions.
- Check that air temperature and ground conditions meet specifications.
- Take a minimum of two concrete test cylinders on each pour day.
- Deliver cylinders to testing laboratory for testing.
- Revise the original plans to reflect as-built conditions.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.

Storm Water Sewer System

- Check trench width and depth.
- Ensure that proper care is taken when connecting to existing structures.
- Check that the bedding material meets pipe requirements and trench conditions.
- Check for pipe alignment and grade.
- Check pipe joints and fittings for proper placement.
- Check that pipe backfill meets compaction requirements.
- Coordinate and supervise TV testing of storm water sewer pipe.
- Ensure that site restoration (driveway removal, yard restoration, street restoration, etc.) is completed properly.
- Revise the original plans to reflect the as-built elevations and structure locations.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.



The list of inspection items presented here provides an outline of the duties and the responsibilities of Garver prior to and during construction of these projects. The enclosed documents provide information concerning the inspection process but cannot detail all the contingencies that may arise during the construction of the projects. The engineer in charge of inspection must be able to deal with a variety of circumstances that may arise during the construction process.



1.2 In addition to those obligations set forth in the Agreement, Owner shall:

- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the Project property.
- 1.2.6 Pay all plan review and advertising costs in connection with the Project.
- 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.
- 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project.
- 1.2.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the Project specific requested information.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Engineering Design Services		
Cozy Drive Design	\$25,700	LUMP SUM
Aurora Park Design	\$36,200	LUMP SUM
Construction Phase Services Cozy Drive		
Construction Staking	\$12,825	RATE SCHEDULE
Project Administration and Observation	\$41,600	RATE SCHEDULE
Construction Phase Services Aurora Park		
Construction Staking	\$18,050	RATE SCHEDULE
Project Administration and Observation	\$58,600	RATE SCHEDULE
TOTAL FEE	\$192,975	

The lump sum amount to be paid under this Agreement is \$61,900.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2024.

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be \$131,075. The actual total fee may exceed this estimate. Current hourly rates for each employee classification are attached. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2023. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, outside reproduction and presentation material preparation, and mail/courier expenses.
2. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
3. \$20 per hour for GPS survey equipment use.

As directed by the Owner, some billable Services may have been performed by Garver prior to execution of this Agreement. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the Owner.



Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.



Garver Wichita Hourly Rate Schedule: July 2022 - June 2023

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 120.00	RS-1	\$ 96.00
E-2	\$ 139.00	RS-2	\$ 133.00
E-3	\$ 172.00	RS-3	\$ 188.00
E-4	\$ 192.00	RS-4	\$ 246.00
E-5	\$ 219.00	RS-5	\$ 308.00
E-6	\$ 270.00	RS-6	\$ 379.00
E-7	\$ 330.00	RS-7	\$ 431.00
Planners		Environmental Specialists	
P-1	\$ 144.00	ES-1	\$ 127.00
P-2	\$ 181.00	ES-2	\$ 154.00
P-3	\$ 225.00	ES-3	\$ 191.00
P-4	\$ 251.00	ES-4	\$ 240.00
P-5	\$ 290.00	ES-5	\$ 293.00
Designers		ES-6	\$ 376.00
D-1	\$ 112.00	ES-7	\$ 425.00
D-2	\$ 131.00	Project Controls	
D-3	\$ 156.00	PC-1	\$ 99.00
D-4	\$ 181.00	PC-2	\$ 136.00
Technicians		PC-3	\$ 173.00
T-1	\$ 87.00	PC-4	\$ 222.00
T-2	\$ 127.00	PC-5	\$ 271.00
T-3	\$ 140.00	PC-6	\$ 333.00
T-4	\$ 170.00	PC-7	\$ 428.00
Surveyors		Administration / Management	
S-1	\$ 63.00	M-1	\$ 481.00
S-2	\$ 75.00	AM-1	\$ 69.00
S-3	\$ 114.00	AM-2	\$ 93.00
S-4	\$ 137.00	AM-3	\$ 130.00
S-5	\$ 170.00	AM-4	\$ 165.00
S-6	\$ 193.00	AM-5	\$ 203.00
2-Man Crew (Survey)	\$ 216.00	AM-6	\$ 250.00
3-Man Crew (Survey)	\$ 270.00	AM-7	\$ 301.00
2-Man Crew (GPS Survey)	\$ 236.00		
3-Man Crew (GPS Survey)	\$ 290.00		
Construction Observation			
C-1	\$ 106.00		
C-2	\$ 136.00		
C-3	\$ 166.00		
C-4	\$ 192.00		
C-5	\$ 244.00		



EXHIBIT C (INSURANCE)

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000

City of Bel Aire, Kansas Police Department Monthly Report



December 2022

Department Staffing

The Bel Aire Police Department personnel:

Chief Darrell G. Atteberry	Lieutenant Robey Foxx
Sergeant Shaun Davis	Officer Grant Greenwood
Officer Virginia Crice	Officer Oldenettel
Officer Schell	Open
Officer Tyler Langford	Open
Officer Kimberly Lopez	
Officer Brandon Gibson	Part-time Officer James Toomey
Officer Joseph Trumbull	Part-time Officer Braden Moore
Officer Michael Gordon	

Municipal Court Administrator

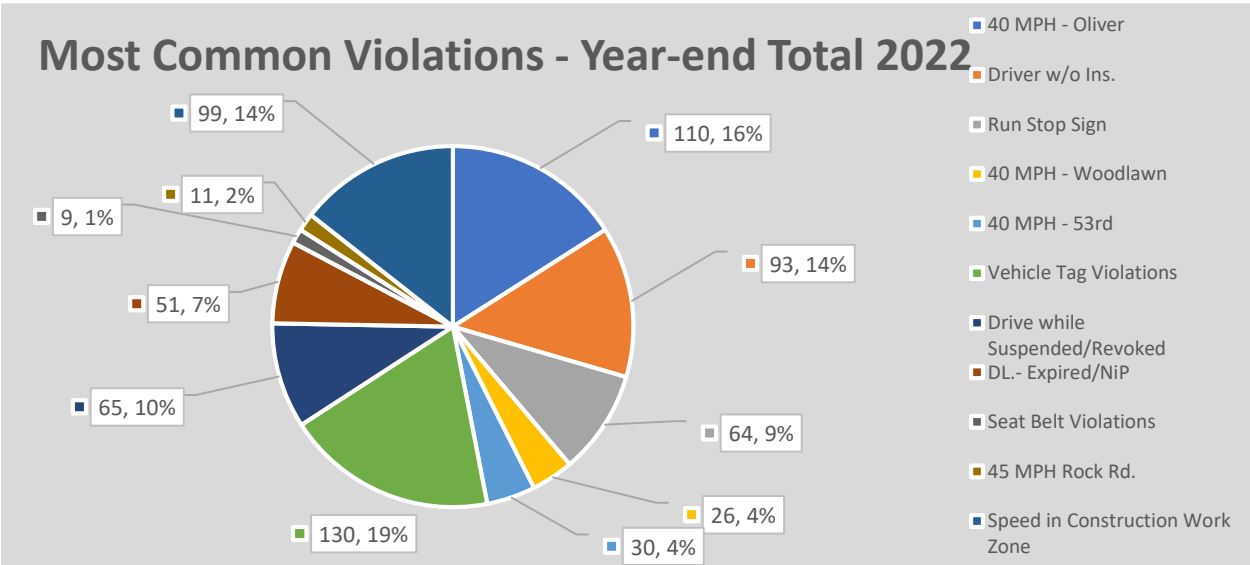
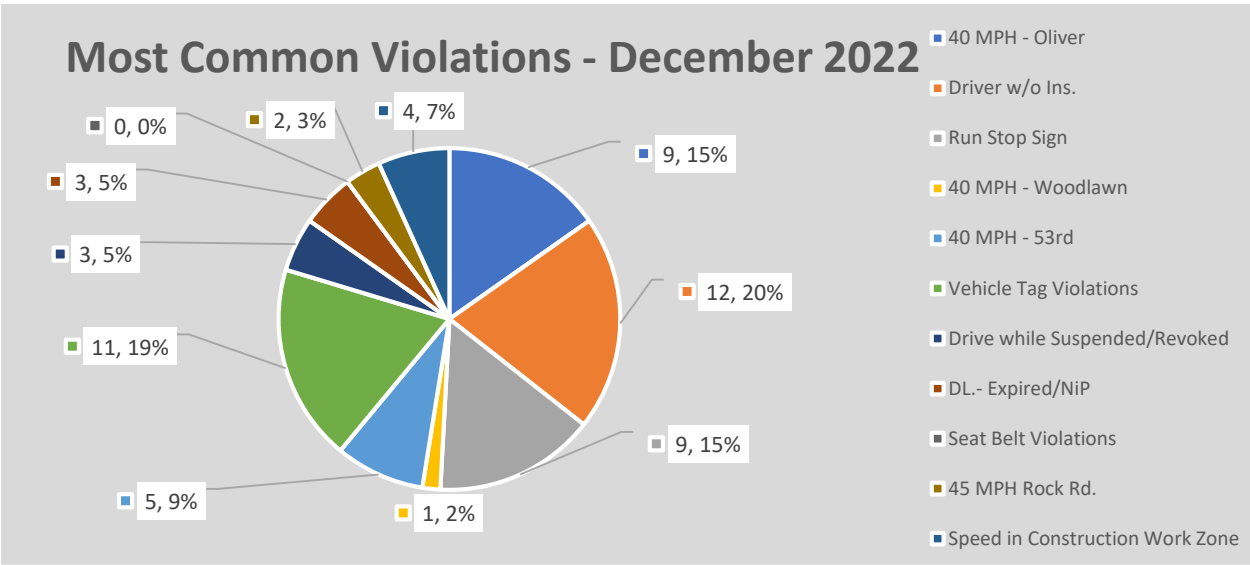
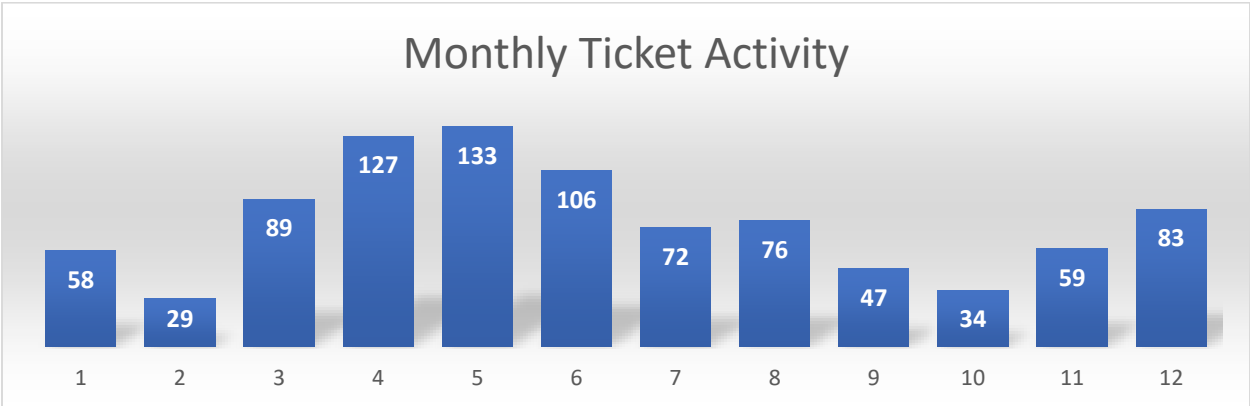
Lindsie Nygaard

Traffic Enforcement:

The Bel Aire Police Department recognizes the importance of enforcing traffic laws to help make streets safer for motorists and pedestrians. Enforcing speed zones and other traffic laws helps reduce factors associated with traffic crashes that cause personal injury as well as property damage.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Traffic Related Arrests													
Drive While Suspended/Revoked	8	4	3	7	5	6	4	4	4	1	5	3	54
DUI	5	0	0	3	5	3	3	2	3	4	1	0	29
Total													83
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Traffic Crashes													
Vehicle Crashes	6	9	11	26	10	12	6	14	14	14	18	24	164

Traffic Enforcement



Community Event:

- 12-03-22 Chief Atteberry and Officer Crice attended Christmas in Bel Aire, Christmas tree lighting and Santa Claus event at City Hall.
- 12-16-22 Officer Crice and Lt. Foxx created a Holiday Coat drive for the Wichita Children's Home. The coat drive ran for three weeks with five drop off locations around Bel Aire. Stryv Bank collected the most donations out of all the locations. Officer Crice delivered two box loads of coats, hats, and gloves to WCH on 12-16-22. The coats, hats, and gloves were distributed to children at the facility.

Vehicles:

The Bel Aire Police Department has seven vehicles. All are fully-marked patrol vehicles equipped with audio/visual recording devices, and used for patrol duties. Below are the year, make, model, and current mileage. As some of the most used vehicles gain mileage, the police department efforts to move the vehicles around to balance out the mileage. As vehicles get to the end of their life cycle, they require more maintenance and it is a challenge, sometimes, to keep the vehicles in operation.

- 2017 Ford Explorer (30) – 107,000
- 2017 Ford Explorer (32) – 73,500
- 2019 Ford Explorer (33) – 40,500
- 2020 Ford Explorer (34) – 28,500
- 2020 Ford Explorer (35) – 44,500
- 2020 Ford Explorer (36) – 31,000
- 2020 Ford Explorer (37) – 6,250

Warrant Service

When Bel Aire Police Department personnel encounter people with outstanding warrants, they are required by the court to take the person into custody to answer for the warrants. The warrants can be for juveniles or adults, misdemeanor or felony, local, state, or federal. Each requires the officer to serve the warrant.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Warrants/Arrests/Commitments													
Outside Warrants	5	0	1	5	0	1	2	2	0	4	3	3	26
Bel Aire Warrants	0	1	3	1	1	0	0	0	0	0	1	0	7
Felony Arrests	2	0	2	0	1	1	0	1	0	0	1	2	13
Misdemeanor Arrests	10	5	3	9	11	5	6	5	3	13	4	5	79
Juvenile Arrests	0	0	0	0	0	0	0	0	0	0	0	1	1
Court Commitments	0	0	0	0	0	0	0	0	0	0	0	0	0
Total													126

Crime Statistics

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Part One Calls for Service													
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	1	0	0	0	0	2	0	0	1	1	1	0	6
Burglary	2	0	2	3	1	1	3	0	3	0	0	1	16
Larceny/Theft	8	12	8	11	8	8	12	10	17	6	6	7	113
Auto Theft	1	3	2	2	2	1	0	1	0	0	2	2	16
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Total													151
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Part Two Calls for Service													
Simple Assault	0	0	0	0	2	5	1	0	0	4	0	1	13
Assault/Battery/LEO	1	0	1	1	1	0	0	1	0	1	0	0	6
Domestic Battery	1	2	1	3	0	2	0	0	0	1	0	3	13
Battery/Resist LEO	0	0	0	0	3	0	0	0	0	0	0	0	3
Intimidation	0	1	0	0	0	0	0	1	2	2	0	0	6
Forgery	0	0	1	0	0	0	0	0	0	0	0	0	1
Fraud	1	0	1	5	2	2	0	2	5	1	2	2	23
Embezzlement	0	0	0	0	0	0	0	0	1	0	1	0	2
Weapons Violations	0	0	0	0	0	0	0	0	0	0	0	0	0
Prostitution	0	0	0	0	0	0	0	0	0	0	0	0	0
Sex Offense	0	0	1	0	2	0	0	0	0	1	0	1	5
Offense Against Family and Children	0	0	0	0	0	0	0	0	0	0	0	0	0
Narcotic and Drug Law Violations	3	3	5	2	2	0	2	1	1	3	0	1	23
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0	0
Disorderly Conduct	0	1	1	2	4	2	2	2	1	0	1	2	18
Vagrancy	0	0	0	0	0	0	0	0	0	0	0	0	0
Gambling	0	0	0	0	0	0	0	0	0	0	0	0	0
Violation of Road and Driving Laws	0	1	0	0	2	2	0	1	0	1	1	3	11
Parking Violations	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Traffic Violations	11	7	5	21	14	11	12	14	8	5	10	5	123
Vandalism	0	0	1	0	0	2	2	2	3	4	0	0	14
Miscellaneous Offense	6	6	6	1	6	1	1	1	0	2	3	3	36
Total													297
Total of Both													448

Darrell Atteberry
Chief of Police
City of Bel Aire

City of Bel Aire, Kansas Police Department Monthly Report



January 2023

Department Staffing

The Bel Aire Police Department personnel:

Chief Darrell G. Atteberry	Lieutenant Robey Foxx
Sergeant Shaun Davis	Officer Grant Greenwood
Officer Virginia Crice	Officer Oldenettel
Officer Mason Schell	Open
Officer Tyler Langford	Open
Officer Kimberly Lopez	
Officer Brandon Gibson	Part-time Officer James Toomey
Officer Joseph Trumbull	Part-time Officer Braden Moore
Officer Michael Gordon	

Municipal Court Administrator

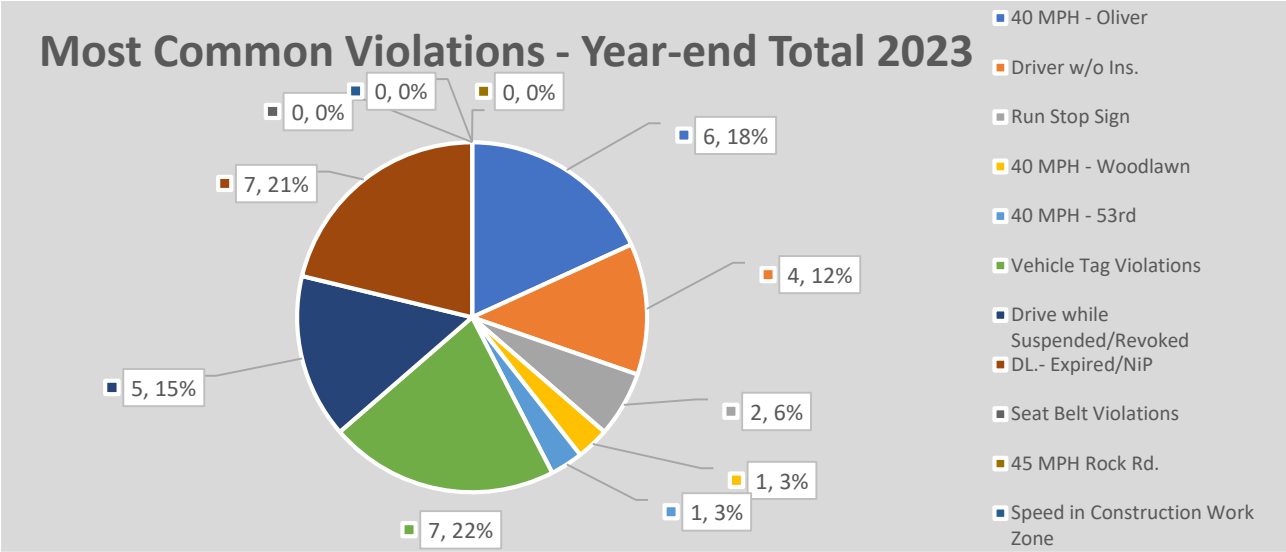
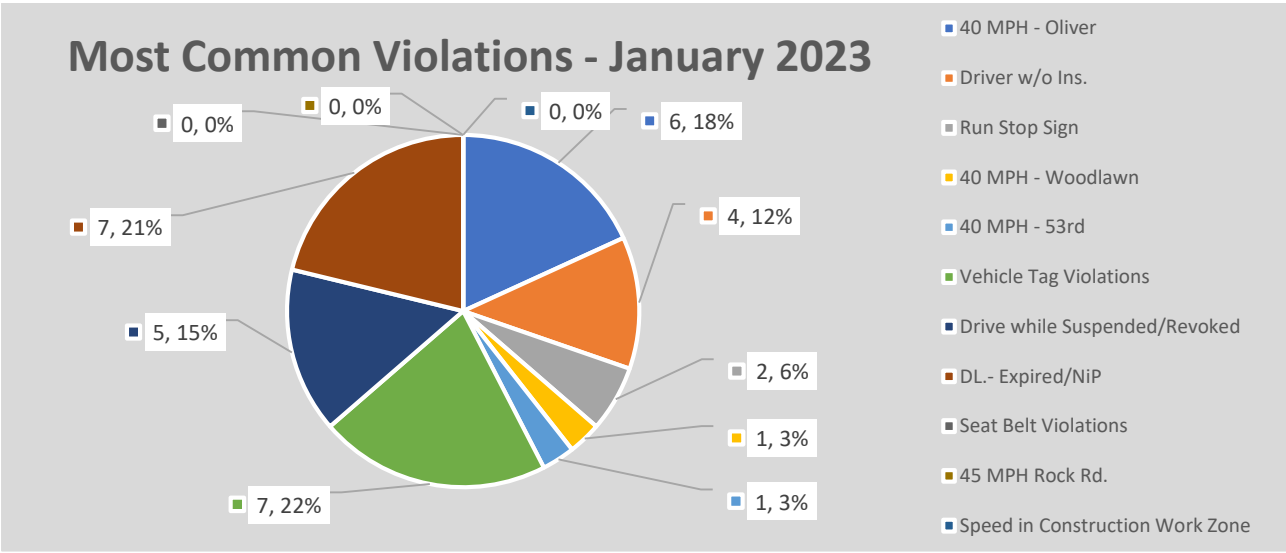
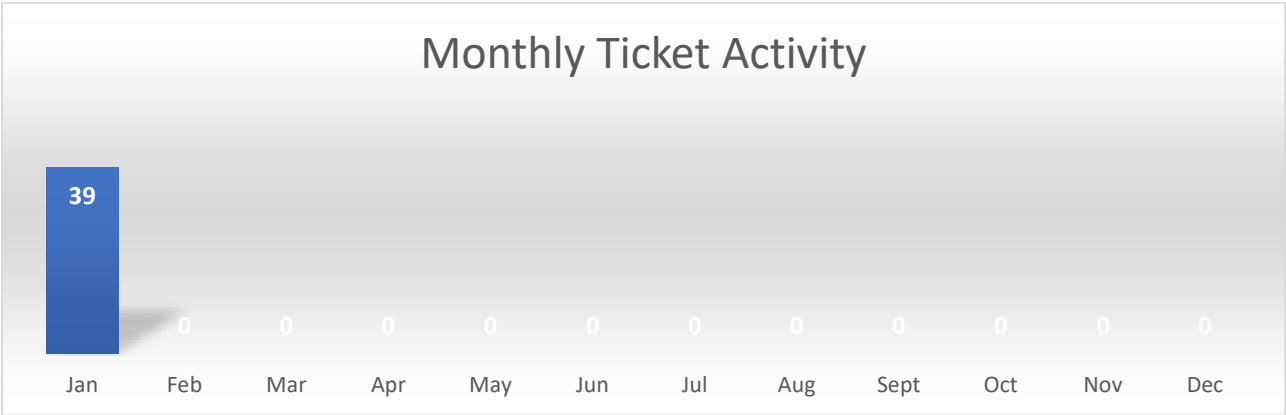
Lindsie Nygaard

Traffic Enforcement:

The Bel Aire Police Department recognizes the importance of enforcing traffic laws to help make streets safer for motorists and pedestrians. Enforcing speed zones and other traffic laws helps reduce factors associated with traffic crashes that cause personal injury as well as property damage.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Traffic Related Arrests													
Drive While Suspended/Revoked	5	0	0	0	0	0	0	0	0	0	0	0	5
DUI	1	0	0	0	0	0	0	0	0	0	0	0	1
Total													6
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Traffic Crashes													
Vehicle Crashes	10	0	0	0	0	0	0	0	0	0	0	0	10

Traffic Enforcement



Community Event:

01-07-23 Officer Gibson and Officer Oldenettel attended a Wichita Thunder Game. Officer Oldenettel was Officer McGruff and Officer Gibson was his Handler. They were featured in the Bel Aire Breeze.

Vehicles:

The Bel Aire Police Department currently has seven vehicles. All are fully-marked patrol vehicles equipped with audio/visual recording devices, and used for patrol duties. Below are the year, make, model, and current mileage. As some of the most used vehicles gain mileage, the police department efforts to move the vehicles around to balance out the mileage. As vehicles get to the end of their life cycle, they require more maintenance and it is a challenge, sometimes, to keep the vehicles in operation.

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- 2017 Ford Explorer (32) – 74,000
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- 2020 Ford Explorer (34) – 28,000
- 2020 Ford Explorer (35) – 45,000
- 2020 Ford Explorer (36) – 32,000
- 2020 Ford Explorer (37) – 6,000

Warrant Service

When Bel Aire Police Department personnel encounter people with outstanding warrants, they are required by the court to take the person into custody to answer for the warrants. The warrants can be for juveniles or adults, misdemeanor or felony, local, state, or federal. Each requires the officer to serve the warrant.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Warrants/Arrests/Commitments													
Outside Warrants	4	0	0	0	0	0	0	0	0	0	0	0	4
Bel Aire Warrants	1	0	0	0	0	0	0	0	0	0	0	0	1
Felony Arrests	1	0	0	0	0	0	0	0	0	0	0	0	1
Misdemeanor Arrests	6	0	0	0	0	0	0	0	0	0	0	0	6
Juvenile Arrests	0	0	0	0	0	0	0	0	0	0	0	0	0
Court Commitments	0	0	0	0	0	0	0	0	0	0	0	0	0
Total													12

Crime Statistics

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Part One Calls for Service													
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	0	0	0
Burglary	2	0	0	0	0	0	0	0	0	0	0	0	2
Larceny/Theft	3	0	0	0	0	0	0	0	0	0	0	0	3
Auto Theft	0	0	0	0	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Total													5
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Part Two Calls for Service													
Simple Assault	1	0	0	0	0	0	0	0	0	0	0	0	1
Assault/Battery/LEO	0	0	0	0	0	0	0	0	0	0	0	0	0
Domestic Battery	0	0	0	0	0	0	0	0	0	0	0	0	0
Battery/Resist LEO	0	0	0	0	0	0	0	0	0	0	0	0	0
Intimidation	0	0	0	0	0	0	0	0	0	0	0	0	0
Forgery	0	0	0	0	0	0	0	0	0	0	0	0	0
Fraud	1	0	0	0	0	0	0	0	0	0	0	0	1
Embezzlement	0	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Violations	0	0	0	0	0	0	0	0	0	0	0	0	0
Prostitution	0	0	0	0	0	0	0	0	0	0	0	0	0
Sex Offense	0	0	0	0	0	0	0	0	0	0	0	0	0
Offense Against Family and Children	0	0	0	0	0	0	0	0	0	0	0	0	0
Narcotic and Drug Law Violations	1	0	0	0	0	0	0	0	0	0	0	0	1
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0	0
Disorderly Conduct	3	0	0	0	0	0	0	0	0	0	0	0	3
Vagrancy	0	0	0	0	0	0	0	0	0	0	0	0	0
Gambling	0	0	0	0	0	0	0	0	0	0	0	0	0
Violation of Road and Driving Laws	1	0	0	0	0	0	0	0	0	0	0	0	1
Parking Violations	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Traffic Violations	7	0	0	0	0	0	0	0	0	0	0	0	7
Vandalism	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Offense	5	0	0	0	0	0	0	0	0	0	0	0	5
Total													19
Total of Both													24

Darrell Atteberry
Chief of Police
City of Bel Aire

STAFF REPORT

DATE: February 14, 2023, 2023

TO: Ty Lasher, City Manager & Bel Aire Governing Body

FROM: Brian Hayes, Recreation Director

RE: January Activities

Recreation

- 97 youth basketballers began games in January to 104 last year. Games run thru Feb. 25.
- Pickleball participation was up with 294 compared to 236 participants last month.
- Taekwondo participation was steady with 17 students compared to 16 in December.
- Tippi Toes Dance continues with 14 participants.
- Exercise classes were steady with 23 participants compared to 20 in December.
- January daily use was up with 597 compared to 409 last month.
- Landworks Studio conducted a site visit for the Parks Master plan project. A draft survey will be prepared in February for review and revision.
- Work has begun on the baseball/softball infields. Additional red shale has been delivered and Rec staff will level, roll & drag 6 infields in February. Sunrise CA is scheduled to begin practices in early March.
- Upcoming Rec programs include Indoor Soccer, WHJBSL, & Spring Break Schools Out Camp.

Seniors

- 750 seniors participated in bridge, line dance, exercise, sewing, walking, book club, Tai Chi, educational, and special activities compared to 512 last month.
- There has been some discord between the walkers and pickleball players. Their times are scheduled back to back and there are several individuals who aren't getting along in the transition of activities. Staff has addressed the issues several times and will continue to serve as referee for those not getting along.
- Upcoming Senior activities include an advisory committee meeting, several Valentines Day events, as well as the many ongoing programs, presentations, mailings and virtual activities.

Swimming Pool

- Met with the returning pool manager to discuss the upcoming season. Several other pool staff have informed us that they will not be returning so will need to hire additional lifeguards. Plans are to only perform needed repairs and plaster patching/smoothing until decisions are made on the future of the facility.

City of Bel Aire, Kansas
Treasurer's Quarterly Financial Report
For the Fourth Quarter, Ending December 31, 2022

**Revenue receipts and expenses include fund transfers.*

Fund Description	Beginnning Balance 10/01/2022	Revenue Receipts	Expenses	Ending Balance 12/31/2022
General Fund	4,006,481.55	1,117,462.46	1,293,194.09	3,830,749.92
Water Utility Fund	2,737,463.49	1,118,441.51	1,416,384.66	2,439,520.34
Sewer Utility Fund	3,355,007.06	719,120.43	830,248.23	3,243,879.26
Special Street & Highway Fund	273,210.77	83,418.79	83,911.39	272,718.17
Capital Improvement Reserve Fund	3,283,734.27	16,842.35	19,680.77	3,280,895.85
Equipment Reserve Fund	548,859.63	21,621.70	95,805.70	474,675.63
Bond & Interest Fund	3,319,059.73	16,681.60	2,883,496.88	452,244.45
Capital Projects Fund	-15,639.01	0.00	11,631.18	-27,270.19
Land Bank Fund	5,298,290.53	158,934.25	131,443.80	5,325,780.98
Solid Waste Utility Fund	212,753.03	153,345.78	150,670.50	215,428.31
Stormwater Utility Fund	374,515.18	22,468.97	1,012.18	395,971.97
Trustee Fund (COP & PBC)	-14,182.19	146,513.82	127,938.92	4,392.71
Drug Forfeiture Funds	3,653.46	0.00	0.00	3,653.46
Capital Projects #2 Fund	10,426,248.72	54,413.65	1,523,499.33	8,957,163.04
Total Cash on Hand	33,809,456.22	3,629,265.31	8,568,917.63	28,869,803.90

Temporary Notes (Outstanding)	24,115,000.00
General Obligation Bonds (Outstanding)	32,625,000.00
PBC Revenue Bonds (Outstanding)	14,755,000.00
Total Outstanding Debt	71,495,000.00

I do hereby certify the above statement to be correct, to the best of my knowledge.

Deborah Appel, City Treasurer





MANAGERS REPORT

DATE: February 16, 2023
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: February 21, 2023 Agenda

Proclamation (Item V)

Severe Weather Awareness Week is an initiative of the National Weather Service, Kansas Emergency Management and Sedgwick County Emergency Management to educate our citizens of the dangers associated with severe weather. This is an opportunity for Bel Aire to take part in the awareness of severe weather and encourage our citizens to be prepared as spring is quickly approaching.

Consent Agenda (Item VII)

The Consent Agenda contains only the minutes of the February 7th regular City Council meeting and the February 9th special meeting.

Appropriations Ordinance (Item VIII)

AP ORD 23-03 includes several payments related to Capital Improvement Projects that total \$1.2 million, all listed on page 4. Also included is \$35,000 in new water service installations, \$20,000 to the Bel Aire Chamber and \$10,000 for Axon body camera payment.

Public Hearing (Item XI)

The purpose of the public hearing is to hear from taxpayers and other interested parties regarding the proposed Taxable Industrial Revenue Bonds for the Bayside Development Project and an exemption from ad valorem taxation of property constructed or purchased with the proceeds of the Bonds.

Resolution to Issue IRBs, Bayside Development Project (Item A)

Bayside Development is planning to develop 120 acres into a commercial park containing 10 warehouses ranging in size from 80,000 to 230,000 square feet. The exact location is on the north side of 53rd, next to Epic Sports, and about halfway between Webb and Greenwich. At the February 7, 2023 Council Meeting, the City Council approved a Letter of Intent to issue an IRB. The next step in the issuance is a public hearing which was held earlier and a resolution. Gilmore & Bell will be at the meeting to explain the resolution and answer any questions.

Tax Abatements for the 2017 Wickham Glass IRB (Item B)

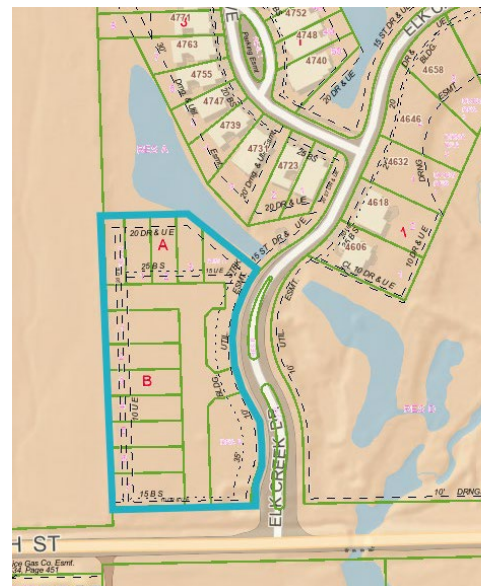
The City issued an IRB for Wickham Glass in 2017. The Letter of Intent required Wickham to meet a capital investment of \$5 million dollars and add 19 full time personnel by the 4th year. The IRB and subsequent tax abatements were for a total of 10 years. However, the LOI stated at year 5, council would review for compliance and if the capital investment and new hires were met, council would consider continuing the tax abatements for the final 5 years. Most Bel Aire LOI's have a flat 10 years as long as the requirements are met. There are a few that require council action at year 5 which this is one. Wickham provided me with proof that both requirements were met so I therefore recommend approving the additional 5 years.

Vacation Order V-23-01, 4130 N Harding Avenue (Item C)

At their February meeting, the Planning Commission considered an application for vacation of a 50' front setback to a 25' front setback at 4130 N Harding Ave. The applicant explained that he would like to place a garage (accessory building) on the northeast corner of the lot. The vacation would allow placement at that location. No others requested to speak at the public hearing. Following the public hearing, the commission discussed the application. It was stated that the original setbacks were set at 50' in 1952 due to Union Pacific possibly having a stop in the neighborhood. Because that is no longer a viable issue, the Planning Commission found that the vacation of the 50' setback was a reasonable request and met the criteria for review in the City Subdivision Code. After review, the Planning Commission voted (by passing a 4-0 motion) to recommend the request to vacate the front building setback from 50' to 25' at 4130 N Harding Ave as presented without changes or conditions. The Vacation Order now comes before Council for consideration. As this is a zoning matter, it will require a roll call vote of the Council Members plus the Mayor.

Engineering Agreements with KE Miller for Elk Creek 3rd (Item D)

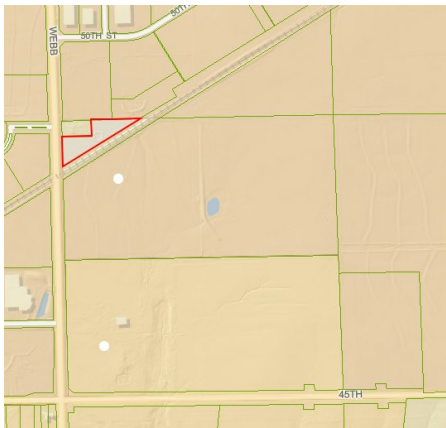
The Developer of Elk Creek 3rd is ready to begin installation of public infrastructure. The Developer asked KE Miller be the engineer for this work as they have been involved with platting. The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends that Council accept the agreements with KE Miller in the amount of \$4,300.00 for water distribution system design and construction staking, \$7,200.00 for sanitary sewer collection system design and construction staking and \$23,800.00 for street and storm sewer design and construction staking.



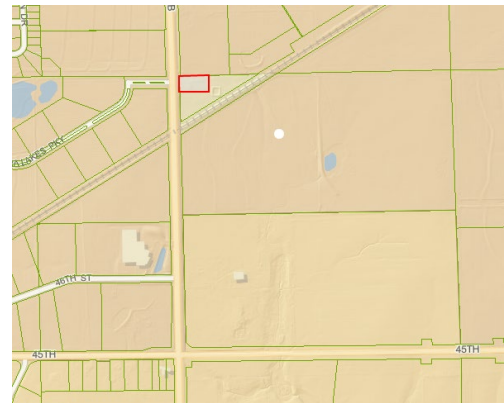
Agreements and Ordinance for Annexation, Bryant property (Item E & F)

This property includes 2 adjoining tracts of land that are owned by the Bryants, a married couple. The Bryants have signed an agreement to have their property annexed into Bel Aire. The agreement includes a temporary tiered tax rebate, zoning plan, and agreement to allow the property to attach to city water and sewer at a later time. This allows the city to clean up an “island” that is completely surrounded by the city limits. Annexing this property into Bel Aire would make the boundary lines of the City contiguous. The City is able to provide sewer, water, and police service to the property. Staff recommends that Council approve the agreement for consent annexation and the related ordinance.

Parcel 1 (PIN 00289668)



Parcel 2 (PIN 00289667)



Change Order from Pearson for retaining walls on Woodlawn (Item G)

With the sidewalk being installed on Odessa, it was determined that retaining walls are needed at the north and south edges of the intersection at Odessa and Woodlawn. There are two issues that make retaining walls necessary. First, the temporary construction easement is not wide enough to allow a smooth transition between the new sidewalk and the existing ground. Secondly, the flagpole monument on the north property and the tree on the south property would have to be removed to allow for a smooth grade, which would require the City to acquire more easement from property owners. The project team determined the best course of action is to install a small retaining wall on these two corners. The cost for the change order is \$38,556.00 and Pearson is not requesting any



additional days through this change order. The additional cost will be included in the bonds and paid from the general fund. If Council chooses to deny the request, Pearson will simply fill the space between the sidewalk and the existing ground, creating a very steep grade that would make it very difficult for property owners to grow vegetation, mow and maintain the area. Staff recommends Council approve Pearson's Change Order Request in the amount of \$38,556.00.

Engineering Agreement for Aurora Park & Cozy Drive Improvements (Item H)

Council accepted the petitions for paving Cozy Drive and certain streets in Aurora Park at the February 7th meeting. The resolutions approving the project were also adopted at that meeting. Garver completed the drainage study for both areas and is very familiar with the project. They have submitted a proposal to complete the design work, handle staking as well as construction administration and inspections. This cost is included in the petition amounts and will be spread as special assessments. The city could solicit bids. However, they will be higher as any new company would need to complete the preliminary work Garver has already done. In addition, these are small projects and engineering firms are busy with larger projects. Lastly, if we solicit proposals, it will take an extra couple of months which adds to the project timeline and Garver would not bid as they have other projects needing engineering this summer.