



**AGENDA**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**November 01, 2022 7:00 PM**



**I. CALL TO ORDER:** Council President Justin Smith

**II. ROLL CALL**

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

**III. OPENING PRAYER:** Father Terry Hedrick

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

**V. PROCLAMATION**

A. Veteran's Day, November 11, 2022

**VI. DETERMINE AGENDA ADDITIONS**

**VII. CONSENT AGENDA**

A. Minutes of the October 18, 2022 City Council meeting.

B. Accept a Petition for Water Main Improvements to serve Homestead Senior Landing.

C. Approval 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 (Water Main Improvements/Homestead Senior Landing).

**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 22-20 in the amount of \$763,955.65.

**Action:** Motion to (accept / deny / table) Appropriations Ordinance 22-20.

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

## IX. CITY REQUESTED APPEARANCES

### A. Rosemarie Wood, NonprofitGO

### 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. REPORTS

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

## XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

### A. Consideration of confirming the Mayor's appointment of Emily Ryder to the Bel Aire Tree Board. The term will be for 4 years, ending in November 2026.

**Action:** Motion to (confirm/ table / deny) the Mayor's appointment of Emily Ryder to the Bel Aire Tree Board.

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

### B. Consideration of A Resolution Establishing An Aurora Park Gravel Roads Task Force For The City Of Bel Aire, Kansas.

**Action:** Motion to (accept / deny / table) A Resolution Establishing An Aurora Park Gravel Roads Task Force For The City Of Bel Aire, Kansas and authorize the Mayor to sign.

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

### C. Consideration of an engineering consultant agreement with Garver for Gravel Roads Task Force.

**Action:** Motion to (accept / deny / table) an engineering consultant agreement with Garver for Gravel Roads Task Force and authorize the City Manager to sign.

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

**D. Consideration of Terminating the Consulting Services Agreement with the Loyd Group, LLC.**

**Action:** Motion to (approve/ deny/ table) the Termination of a Consulting Service Agreement with the Loyd Group, LLC and authorize the Council President to sign.

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

**E. Consideration of a Proposal from Burns & McDonnell for CCUA Cost Sharing Evaluation.**

**Action:** Motion to (accept/ deny/ table) the proposal from Burns & McDonnell for CCUA Cost Sharing Evaluation and authorize the Council President to sign.

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

**F. Consideration of an Agreement for Professional Services with Baughman for Engineering Design and Construction Observation services for the 12” Water Main Extension to serve Homestead Senior Landing in the amount of \$30,000.00.**

**Action:** Motion to (approve / deny / table) an Agreement for Professional Services with Baughman for Engineering Design and Construction Observation services for the 12” Water Main Extension to serve Homestead Senior Landing in the amount of \$ \_\_\_\_\_ and authorize the City Manager to sign.

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

**G. Consideration of a revised Use of City Hall Facilities Policy.**

**Action:** Motion to (approve /deny / table) the revised Use of City Hall Facilities Policy (presented / amended) and authorize the Mayor to sign.

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

**H. Consideration of approval of the City of Bel Aire Media Policy 2022.**

**Action:** Motion to (approve / deny / table) the City of Bel Aire Media Policy 2022 (as presented / amended) and authorize the Mayor to sign.

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

**XIII. 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 \_\_\_\_\_

**XIV. DISCUSSION AND FUTURE ISSUES**

A. Council Workshop - November 8, 2022 at 6:30 p.m. or November 9<sup>th</sup> at 6:30 pm?

**XV. ADJOURNMENT**

**Action:** Motion to adjourn

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

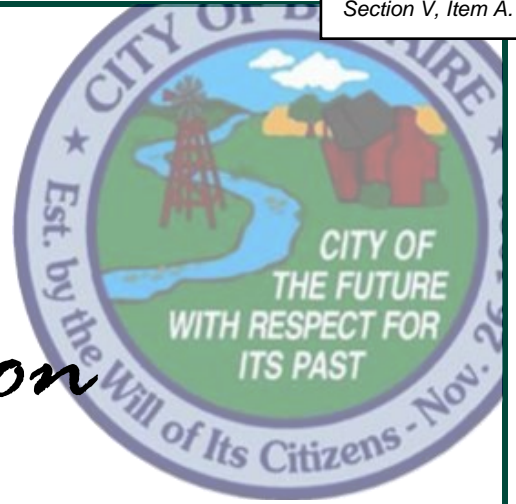
*Additional Attachments*

A. Planning Commission Meeting Report - Oct. 13, 2022

B. Manager's Report - November 1, 2022

**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. Cox Cable Channel 7 rebroadcasts of this meeting are scheduled daily or can be streamed on YouTube and at [www.belaireks.gov](http://www.belaireks.gov). Please make sure all cell phones and other electronics are turned off and put away.*



# *Proclamation*

## **Veterans Day 2022**

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

**WHEREAS**, Veterans Day has its origins in the November 11, 1918 armistice which brought World War I to a conclusion; and

**WHEREAS**, The Allied victory in World War I affirmed the strength of great nations acting together for high purposes; and

**WHEREAS**, The people of the United States caused through their elected representatives the designating of November 11 as a federal legal holiday which in 1954 became officially known as Veterans Day; and

**WHEREAS**, Veterans Day continues to be celebrated and commemorated with solemn observances in honor of all Americans who have served their country in times of war and conflict; and

**WHEREAS**, The courage, honor, sacrifice, and dedication which veterans of the United States armed forces have displayed in the cause of justice, freedom, and democracy are most worthy of recognition; now,

**THEREFORE**, I Jim Benage, Mayor, do hereby call upon all citizens to commend America's veterans and observe with solemn pride November 11, 2022 to be celebrated as Veterans Day.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 1st day of November, 2022.

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Jim Benage, Mayor





**MINUTES**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**October 18, 2022 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, and Justin Smith. John Welch arrived after agenda Item V.

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, City Engineer Anne Stephens, City Clerk Melissa Krehbiel, and Bond Counsel Kevin Cowan of Gilmore and Bell PA.

**III. OPENING PRAYER**

Father Terry Hedrick was unable to attend. A moment of silent prayer was observed.

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

Mayor Benage led the pledge of allegiance.

**V. DETERMINE AGENDA ADDITIONS:** There were no additions.

**VI. CONSENT AGENDA**

**A. Approval of Minutes of the October 4, 2022 City Council meeting.**

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

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

**A. Consideration of Appropriations Ordinance 22-19 in the amount of \$419,255.92.**

**MOTION:** Councilmember Smith moved to approve Appropriations Ordinance 22-19. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

VIII. CITY REQUESTED APPEARANCES

A. Woodlawn Construction Update - Patrick Herman, Garver

Mr. Herman gave an update on Woodlawn Avenue construction progress and stood for questions from the Council.

IX. CITIZEN CONCERNS

Rosemarie Wood, 4700 N Hillcrest, said that she is new to the area. She introduced herself and her company, NonprofitGo. Regarding the Arthur Heights paving petition, she is concerned about how the special assessments were calculated.

Chad Crittenden, 4130 Harding St, said that he has lived in the neighborhood for 7 years. The road went to crud about 3 years ago. He went to all the meetings about the petitions. At one meeting they were told that if someone does not turn in the petition that is a ‘no’ vote, so many people did not return their petitions. He feels his voice is not being heard. Why do they have to vote again?

Logan Schrag, 4071 Harding, said the roads in Aurora Park are horrendous. He and his children can’t be outside when someone drives by because of the dust. The proposed improvements are very expensive and creating a stressful situation for everyone. He is baffled why the Council is going against the voice of the people.

Mark Schroeder, 5101 E 39<sup>th</sup> St N, said he went along with the petition in good faith. There were clearly more ‘no’ votes even though there was not a 51% majority of responses. He feels the Council is throwing away the results of the petition. He noted that people who buy property in a new area have the opportunity to decide if they can afford the specials. He asked the Council to deny the Resolution on the agenda tonight, item XI A.

Carolyn Gunzelman, 5029 E 39<sup>th</sup> St N said she attended a workshop earlier this year and was distraught at the bias of the Council’s discussion. The Aurora Park residents were told at a meeting that a non-response was a no vote and that if estimates came back higher than the petition, the petition process would start over again. Many of the neighborhood residents are retired, and barely have enough money to repair their homes. The monthly cost of the proposed improvements are the costs of food and drugs for some people. She urged the Council to vote no on the resolution.

Sylvia Forte, 4072 N Harding, stated they did not return the response card. She said this new issue goes against the grain. She wonders what has changed since the petition failed. The prices are different. Is there some external factor driving this?

Kevin Connell, 4061 N Parkwood, urged the Council to vote no, in consideration of all the people here tonight, who don’t want it.

Martin Couey, 4156 N Battin, said he is a new resident, he just built his house and was not aware of the road issues until recently. He suggested a citizen committee could be formed to discuss alternative options. He volunteered to help with the committee.

Melvin Harms, 4172 N Battin, said he recently moved here and built a new house. He was drawn to the neighborhood because it had no specials and was aware of the dirt road. He said recently it seems like the City is only putting a powdery substance on the roads. He suggested the City invest in a water truck and water it down after application. He said the neighborhood doesn't need a \$3 million road, there is not much traffic on the road, and he suggested that cheaper alternatives could be found.

**X. REPORTS**

**A. Council Member Reports**

Councilmember Hamburg reported she attended the League of Kansas Municipalities conference, Fall Fest, and the most recent meeting of the Bel Aire Chamber of Commerce. She thanked FedEx for their recent donation of bleachers for the Rec Center.

Councilmember Dehn reported that he attended a Central Kansas Manufacturing network event, the Kansas Economic Development Conference, the League of Kansas Municipalities conference, and the most recent meeting of the K-254 Corridor Development Association.

Councilmember Smith reported he attended the League of Kansas Municipalities conference and Fall Fest.

**B. Mayor's Report**

Mayor Benage reported he attended Fall Fest, the Kansas Economic Development Conference, and the League of Kansas Municipalities conference. He also attended the most recent meetings of the Utility Advisory Committee, WAMPO TPB and the K-254 Corridor Development Association. Mayor Benage thanked the Glenwood Homeowner's Association for the work day they held last Saturday. He reminded citizens that Coffee with the Mayor will be held this coming Saturday.

**C. City Attorney Report**

City Attorney Kelly briefly reported on a presentation from the Sedgwick County Public Works department which she attended. She also briefly reported on the 2022 Sidewalk Replacement Program. She reminded citizens that discharge of sump pumps onto the public right-of-way (including streets or sidewalks) is illegal and creates hazards.

**D. City Manager Report**

City Manager Lasher reported that water mains will be replaced in the area of Auburn Street and Clarendon tomorrow. The contractor has notified all affected homes. They plan to have the water service turned on by tomorrow evening. Residents can follow the City's social media accounts for updates.



XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A Resolution Calling And Providing For The Giving Of Notice Of A Public Hearing On The Advisability Of The Making Of A Certain Internal Improvement In The City Of Bel Aire, Kansas, Under The Provisions Of K.S.A. 12-6a01 *et seq.*, As Amended And Supplemented; And Providing For The Giving Of Notice Of Said Hearing (Paving And Drainage Improvements/Aurora Park).

Bond Counsel Kevin Cowan, Gilmore & Bell, PA, stood for questions from the Council.

Mayor Jim Benage recognized Dr. Gary Brault and allowed him time to speak.

Dr. Gary Brault, 4046 N Harding, stated that he understood many of the residents thought that not sending the response card was a ‘no’ vote. He was for the petition but does not want to move forward now. Many people obviously do not want it. It’s time to move on; let’s talk about how to fix the ditches and roads and move on.

**MOTION:** Councilmember Davied moved to deny A Resolution Calling And Providing For The Giving Of Notice Of A Public Hearing On The Advisability Of The Making Of A Certain Internal Improvement In The City Of Bel Aire, Kansas, Under The Provisions Of K.S.A. 12-6a01 *et seq.*, As Amended And Supplemented; And Providing For The Giving Of Notice Of Said Hearing (Paving And Drainage Improvements/Aurora Park). Councilmember Dehn seconded the motion. ***Motion carried 3-2 with Councilmembers Smith and Welch voting against the motion.***

B. Consideration of accepting a bid for Cedar Pass, Sanitary Sewer Improvements, Phase 1. Four bids were received:

<u>Contractor</u>	<u>Total Bid</u>
<i>Engineer’s Estimate</i>	<i>\$380,886.60</i>
<b>APEX</b>	<b>\$374,540.00</b>
Dondlinger	\$508,561.70
Mies	\$657,569.70
Nowak	\$408,706.20

Ken Lee, Garver, spoke on behalf of the Developer and stood for questions from the Council.

**MOTION:** Councilmember Dehn moved to accept the bid from APEX in the amount of \$374,540.00 for Cedar Pass Sanitary Sewer Improvements, Phase 1 and authorize the Mayor to sign all related documents. Councilmember Smith seconded the motion. ***Motion carried 5-0.***

C. Consideration of accepting a bid for Chapel Landing, Phase 2 Paving. Five bids were received:

<u>Contractor</u>	<u>Asphalt</u>	<u>Concrete</u>
Engineer's Estimate	\$471,456.00	\$626,216.00
APAC	\$576,327.65	\$725,919.70
Kansas Paving	\$518,171.80	\$619,273.80
Pearson	<b>\$475,791.00</b>	\$638,128.00
Prado	No Bid	<b>\$607,372.50</b>
Wildcat	No Bid	\$738,934.30

Mr. Dehn stated he would abstain from the discussion and vote on this item.

**MOTION:** Councilmember Smith moved to accept the bid for concrete paving from Prado in the amount of \$607,372.50 for Chapel Landing, Phase 2 Paving and authorize the Mayor to sign all related documents. Councilmember Welch seconded the motion. *Motion carried 4-0 with Mr. Dehn abstaining from the vote.*

D. Consideration of the Change Order Request from Pearson Construction for additional sidewalk and fill dirt for Rock Spring 4th Paving in the amount of \$22,668.00.

Ken Lee, Garver, spoke on behalf of the Developer and stood for questions from the Council.

**MOTION:** Councilmember Hamburg moved to approve the Change Order Request from Pearson Construction in the amount of \$22,668.00 for Rock Spring 4th - Paving, and authorize the Mayor to sign all related documents. Councilmember Welch seconded the motion. *Motion carried 5-0.*

E. Consideration of repairing Webb Road adjacent to the Rock Spring 4th Subdivision.

**MOTION:** Councilmember Smith moved to accept the quote from Pearson Construction in the amount not to exceed \$64,988.00 for repairs to Webb Road and authorize the Mayor to sign all related documents. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

F. Consideration of accepting a bid for Pavement and Curb Repairs (2022 Street Repairs). Two bids were received:

<u>Contractor</u>	<u>Total Bid</u>
Engineer's Estimate	\$975,965.00
Kansas Paving	<b>\$1,188,540.75</b>
Pearson	\$1,514,260.00

**MOTION:** Councilmember Smith moved to accept the bid from Kansas Paving in the amount not to exceed \$1,188,540.75 for the 2022 Pavement and Curb Repairs and to request a change order to remove Bower's Addition from the project and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

G.      **Consideration of accepting a bid for Micro-Surfacing (2022 Street Repairs). Two bids were received:**

<u>Contractor</u>	<u>Total Bid</u>
Engineer's Estimate	\$692,290.00
Vance Brothers	<b>\$908,219.78</b>
Intermountain	\$1,532,009.00

**MOTION:** Councilmember Smith moved to table agenda Item G until the first City Council meeting in January 2023. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

**XII. EXECUTIVE SESSION:** There was no need for an executive session.

**XIII. DISCUSSION AND FUTURE ISSUES:** No future issues were discussed.

**XIV. ADJOURNMENT**

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

The meeting adjourned at 9:33 p.m.

**WATER MAIN PETITION**

To the Mayor and City Council  
Bel Aire, Kansas

Dear Council Members:

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

**HOMESTEAD SENIOR LANDING**

Lot 1, Block A

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

- (a) That there be constructed a water main to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Two Hundred Thirty-Six Thousand Dollars (\$236,000.00), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: HOMESTEAD SENIOR LANDING shall pay 1/1 of the total cost of the improvements.

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

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

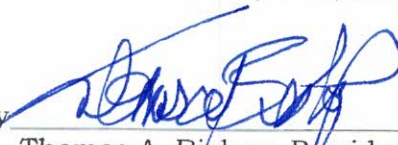
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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**HOMESTEAD SENIOR LANDING**  
Lot 1, Block A

HOMESTEAD SENIOR RESIDENCES  
BEL AIRE, LLC

By: HOMESTEAD AFFORDABLE  
HOUSING, INC., Manager

By:   
Thomas A. Bishop, President/CEO

\*\*\*\*\*

THIS PETITION was filed in my office on \_\_\_\_\_, and  
was examined, considered and found sufficient by the Governing Body of the City on  
\_\_\_\_\_.

\_\_\_\_\_  
City Clerk



## Homestead Senior Landing - 12" Water Main

Bel Aire, Sedgwick County, Kansas

### WATER MAIN PETITION

**Benefit District:**

(Homestead Senior Landing; Lot 1, Block A)

**Cost Estimate:**

Item	Quantity	Unit	Unit Price	Amount
12" Pipe, PVC	1350	LF	\$80.00	\$108,000.00
12" Pipe, DICL	20	LF	\$100.00	\$2,000.00
8" Pipe, DICL	10	LF	\$50.00	\$500.00
Direction Drill	80	LF	\$160.00	\$12,800.00
Fire Hydrant	1	EA	\$5,000.00	\$5,000.00
12" Anchor Gate Valve	1	EA	\$3,500.00	\$3,500.00
12" Valve	2	EA	\$3,000.00	\$6,000.00
8" Valve	2	EA	\$2,500.00	\$5,000.00
2" Blow-off	1	EA	\$500.00	\$500.00
Erosion Control	1	LS *	\$3,000.00	\$3,000.00
Seeding	1	LS	\$3,000.00	\$3,000.00
Site Clearing and Restoration	1	LS	\$25,000.00	\$25,000.00
<b>Subtotal</b>				\$174,300.00
+ 35% Design, Insp., & Administration				61005
<b>Total</b>				\$235,305.00

**Petition Amount** **\$236,000**

**Total Project** **\$236,000**

Gilmore & Bell, P.C.  
10/24/2022

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON NOVEMBER 1, 2022**

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

Absent:

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

\* \* \* \* \*

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER MAIN IMPROVEMENTS/HOMESTEAD SENIOR LANDING).**

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

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

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

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



\* \* \* \* \*

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

\_\_\_\_\_  
Clerk

Gilmore & Bell, P.C.  
10/24/2022

(Published in the *Ark Valley News*, on November \_\_\_, 2022)

# RESOLUTION NO. [\_\_\_]

## **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 (WATER MAIN IMPROVEMENTS/HOMESTEAD SENIOR LANDING).**

**WHEREAS**, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

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

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

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

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

That there be constructed a water main to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$236,000. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after November 1, 2022.

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

**Homestead Senior Landing**  
Lot 1, Block A

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

601000.20192\PA WATER MAIN - HOMESTEAD SENIOR LANDING

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Homestead Senior Landing shall pay 1/1 of the total assessed cost of the Improvements.

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

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

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

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

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

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

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**ADOPTED** by the governing body of the City on November 1, 2022.

(SEAL)

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

ATTEST:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on November 1, 2022 as the same appears of record in my office.

DATED: November 1, 2022.

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

## CLAIMS REPORT

Vendor Checks: 10/11/2022-10/25/2022

Payroll Checks: 10/11/2022-10/25/22

Section VIII, Item A.

AP ORD 22-20

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
GENERAL					
AFLAC	EMPLOYEE MONTHLY PREMIUM		591.73	1281027	10/17/22
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		19.50	68464	10/25/22
ALLISON PERRY	RESTITUTION PYT		30.00	68466	10/25/22
AMAZON CAPITAL SERVICES, INC	OFFICE EQUIPMENT/SUPPLIES		648.83	1281028	10/24/22
STRUNK PUBLISHING, LLC	BREEZE AD		500.00	68467	10/25/22
BARDAVON HEALTH INNOVATIONS LL	PRE-EMPLOYMENT SCREENING		35.00	68468	10/25/22
BEALL & MITCHELL, LLC	10/22 JUDGE TERRY BEALL		1,237.98	68470	10/25/22
BLUE CROSS & BLUE SHIELD OF KS	11/22 ID:0421210		34,480.13	1281034	10/24/22
BRADY INDUSTRIES OF KS	CH:JANITORIAL SUPPLIES		445.82	68471	10/25/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		759.70	1281036	10/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		79.71	1281038	10/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		191.62	1281037	10/16/22
WICHITA WATER CONDITIONING, INC	WATER SERVICE		30.55	1281035	10/24/22
DELTA DENTAL PLAN of KANSAS	10/22 MONTHLY PREMIUM		1,884.02	68475	10/25/22
DIGITAL OFFICE SYSTEMS	KONICA MINOLTA C224:		82.55	68476	10/25/22
DYNAMIC DISTRIBUTION CO	SHIPPING FOR DISC GOLF SIGNS		51.12	68477	10/25/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		150.00	1281021	10/12/22
EWING	IRRIGATION REPAIR		57.12	68478	10/25/22
FICA/FEDERAL W/H	FED/FICA TAX		17,089.21	1281017	10/12/22
BRIDGESTONE AMERICAS, INC	FLEET MAINTENANCE #33		2,158.26	68479	10/25/22
GALAXIE BUSINESS EQUIPMENT	LASERFICHE SCANNER INSTALL		60.00	68480	10/25/22
GALLS, LLC	PD UNIFORMS		586.52	68481	10/25/22
MJ DONOVAN ENTERPRISES	#32 GRAFFICS		338.14	68483	10/25/22
EMILY HAMBURG	HOTEL TAX REIMBURSEMENT		26.82	68461	10/18/22
HAWKS INTER-STATE PESTMASTERS	10/22:PEST CONTROL:REC		174.52	68485	10/25/22
THE IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN OCT #02		833.00	1281041	10/24/22
JENNIFER SEBES	REFUND:YOUTH BASKETBALL		38.00	68486	10/25/22
KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/SUPPLIES		749.31	68487	10/25/22
KANSAS RECREATION & PARK ASSOC	2022 MEMBERSHIP DUES:REC x3		300.00	68488	10/25/22
JACQUELINE KELLY	LKM PER DIEM, NATL INST TRAINING		629.25	68490	10/25/22
KIESLER POLICE SUPPLY INC	PD GLOCK GUNS x15		9,988.20	68491	10/25/22
KS EMPLOYMENT SECURITY FUND	3RD QTR 2022 UNEMPLOYMENT STATE		792.61	1281047	10/12/22
KANSAS DEPT OF REVENUE	TAX		3,020.23	1281020	10/12/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		15.58	1281044	10/24/22
KANSAS GAS SERVICE	GAS SVC:REC		54.87	1281043	10/24/22
KANSAS GAS SERVICE	GAS SVC:CH		102.33	1281046	10/24/22
KANSAS GAS SERVICE	GAS SVC:POOL		40.39	1281045	10/24/22
K P E R S	KPERS TIER 3		11,744.32	1281019	10/12/22
KANSAS STATE TREASURER	09/22:COURT FEES		3,484.37	68493	10/25/22
THE UNIVERSITY OF KANSAS	TRUMBULL:FIRST RESPONDER TRAIN		45.00	68494	10/25/22
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY		868.00	68495	10/25/22
LEAGUE OF KS MUNICIPALITIES	2022 STO/UPCO PUBLICATION		969.41	68496	10/25/22
CRAIG A MCCOSKEY	CONTRACT MOWING		400.00	68497	10/25/22
MIDWEST GARAGE LLC	#32, #34 DOOR GRAFFICS		400.00	68499	10/25/22
NATIONAL SCREENING BUREAU	NEW HIRE BACKGROUND CHECK FSA		42.50	68500	10/25/22
PAYLOCITY CORPORATION	EMPLOYEE EXPENSE	25.50		1281049	10/20/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	274.76		1281050	10/14/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	144.16	444.42	1281051	10/21/22
PROFESSIONAL ENGINEERING CONSU	BA INFRASTRUCTURE ASST		5,282.50	68501	10/25/22
MICHAEL D VANCE	POOL CLOSING 2022		750.00	68502	10/25/22
QUILL	COLOR COPY PAPER	198.64		1281055	10/19/22
QUILL	OFFICE SUPPLIES	279.89		1281056	10/19/22

# CLAIMS REPORT

Vendor Checks: 10/11/2022-10/25/2022

Section VIII, Item A.

Payroll Checks: 10/11/2022-10/25/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
QUILL	OFFICE SUPPLIES	63.98		1281057	10/19/22
QUILL	OFFICE SUPPLIES	6.25		1281058	10/19/22
QUILL	OFFICE SUPPLIES	596.71	1,145.47	1281059	10/19/22
RON'S SIGN COMPANY INC	FINAL PYT EAGLE LAKE PARK SIGN		879.58	68503	10/25/22
RUSTY ECK FORD	#35, #37 WHEEL CENTERS		134.96	68504	10/25/22
SEDGWICK CO REGISTER OF DEEDS	PZ:ADMINISTRATIVE ACCEPTATION FILE		55.00	68505	10/25/22
RASHELL D LASHBROOK	11/22 JANITORIAL SVC:CH		2,618.19	68506	10/25/22
JR SIMPLOT COMPANY	BALANCE ON ACCT		4.50	68507	10/25/22
SUPERIOR RUBBER STAMP & SEAL	RUBBER STAMPS		133.50	68508	10/25/22
UNDERGROUND VAULTS & STORAGE	FILE RETRIEVAL/INTERFILING CITY		120.15	68509	10/25/22
ICMA RETIREMENT 304804	MGR 457		1,074.23	1281018	10/12/22
WEX BANK	FUEL		2,409.56	1281061	10/19/22
	01 GENERAL TOTAL		111,278.28		
WATER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		23.40	68464	10/25/22
AIRGAS USA, LLC	CYLINDER LEASE RENEWAL		47.86	68465	10/25/22
AMAZON CAPITAL SERVICES, INC	OFFICE SUPPLIES/EQUIPMENT		29.50	1281028	10/24/22
BANK OF NEW YORK MELLON TRUST	10/22 WATER DEBT SVC	53,689.47		1281030	10/15/22
BANK OF NEW YORK MELLON TRUST	541071:10/22 O&M WATER	39,351.50	93,040.97	1281032	10/15/22
BARDAVON HEALTH INNOVATIONS LL	PRE-EMPLOYMENT SCREENING		55.00	68468	10/25/22
BLUE CROSS & BLUE SHIELD OF KS	11/22 ID:0421210		4,068.86	1281034	10/24/22
CORY EFFLAND	REIMBURSE FOR WATER REPAIR		29.48	68473	10/25/22
COX COMMUNICATIONS, INC	I.T.BACKUP:WATER TOWER		77.48	1281039	10/14/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		51.80	1281036	10/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		95.65	1281038	10/16/22
DELTA DENTAL PLAN of KANSAS	10/22 MONTHLY PREMIUM		311.64	68475	10/25/22
FICA/FEDERAL W/H	FED/FICA TAX		2,763.99	1281017	10/12/22
GALAXIE BUSINESS EQUIPMENT	LASERFICHE FORM ASSIST-UB FORM		240.00	68480	10/25/22
GARVER	CITY BEL AIRE MSA		755.49	68482	10/25/22
GIS WORKSHOP, LLC	RECEIPT PRINTER UB CLERK 2		500.00	68484	10/25/22
KANSASLAND TIRE # 9584	WATER TRAILER TIRES x4		862.92	68489	10/25/22
KDHE	3RD QTR 2022 ANALYTICAL SVC		782.00	68492	10/25/22
KS EMPLOYMENT SECURITY FUND	3RD QTR 2022 UNEMPLOYMENT		60.97	1281047	10/12/22
KANSAS DEPT OF REVENUE	STATE TAX		485.06	1281020	10/12/22
KANSAS DEPT OF REVENUE	09/22 SALES TAX		2,415.69	1281048	10/21/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		18.69	1281044	10/24/22
KANSAS GAS SERVICE	GAS SVC:PUMPHOUSE		43.94	1281042	10/24/22
KANSAS GAS SERVICE	GAS SVC:CH		6.98	1281046	10/24/22
K P E R S	KPERS TIER 3		1,830.90	1281019	10/12/22
MCDONALD TINKER PA	LEGAL:NEW CUA AGREEMENT		1,041.25	68498	10/25/22
NATIONAL SCREENING BUREAU	NEW HIRE BACKGROUND CHECK		42.50	68500	10/25/22
POSTMASTER	10/22 POSTAGE:UTILITY BILLS		448.72	68462	10/18/22
PUBLIC WORKS & UTILITIES	29,913,000 GAL:08/03-09/06/22		134,133.16	1281052	10/15/22
RASHELL D LASHBROOK	11/22 JANITORIAL SVC:PW		103.22	68506	10/25/22
SUPERIOR RUBBER STAMP & SEAL	RUBBER STAMPS		28.50	68508	10/25/22
UTILITY MAINTENANCE CONTRACTOR	WATER SVC INSTALLS x30		44,975.00	68510	10/25/22
UTILITY SERVICE CO, INC	N WATER TWR MAINT CONT:ANNUAL		56,409.50	68511	10/25/22
	02 WATER UTILITY TOTAL		345,780.12		

# CLAIMS REPORT

Vendor Checks: 10/11/2022-10/25/2022

Section VIII, Item A.

Payroll Checks: 10/11/2022-10/25/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
SEWER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		23.40	68464	10/25/22
AIRGAS USA,LLC	CYLINDER LEASE RENEWAL		47.84	68465	10/25/22
BANK OF NEW YORK MELLON TRUST	10/22 WASTEWATER DEBT SVC	56,318.72		1281031	10/15/22
BANK OF NEW YORK MELLON TRUST	541071:10/22 O&M WASTEWATER	26,653.81	82,972.53	1281033	10/15/22
BARDAVON HEALTH INNOVATIONS LL	PRE-EMPLOYMENT SCREENING		55.00	68468	10/25/22
BLUE CROSS & BLUE SHIELD OF KS	11/22 ID:0421210		3,321.85	1281034	10/24/22
COX COMMUNICATIONS, INC	I.T.BACKUP:WATER TOWER		77.47	1281039	10/14/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		51.80	1281036	10/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		95.65	1281038	10/16/22
DELTA DENTAL PLAN of KANSAS	10/22 MONTHLY PREMIUM		203.64	68475	10/25/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		400.00	1281021	10/12/22
FICA/FEDERAL W/H	FED/FICA TAX		2,846.11	1281017	10/12/22
GALAXIE BUSINESS EQUIPMENT	LASERFICHE ASSIT-UB FORM		180.00	68480	10/25/22
GIS WORKSHOP, LLC	RECEIPT PRINTER UB CLERK 2		499.00	68484	10/25/22
KS EMPLOYMENT SECURITY FUND	3RD QTR 2022 UNEMPLOYMENT		60.97	1281047	10/12/22
KANSAS DEPT OF REVENUE	STATE TAX		454.20	1281020	10/12/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		18.69	1281044	10/24/22
KANSAS GAS SERVICE	GAS SVC:CH		6.96	1281046	10/24/22
K P E R S	KPERS TIER 3		1,078.49	1281019	10/12/22
MCDONALD TINKER PA	LEGAL:NEW CCUA AGREEMENT		1,041.25	68498	10/25/22
POSTMASTER	10/22 POSTAGE:UTILITY BILLS		448.71	68462	10/18/22
RASHELL D LASHBROOK	11/22 JANITORIAL SVC:PW		103.19	68506	10/25/22
03	SEWER UTILITY TOTAL		93,986.75		
SPECIAL STREET & HIWAY					
AFLAC	EMPLOYEE MONTHLY PREMIUM		262.71	1281027	10/17/22
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		11.70	68464	10/25/22
AIRGAS USA,LLC	CYLINDER LEASE RENEWAL		47.84	68465	10/25/22
BLUE CROSS & BLUE SHIELD OF KS	11/22 ID:0421210		2,083.06	1281034	10/24/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		47.82	1281038	10/16/22
CRAFCO, INC	60 BAGS COLD PATCH		720.00	68474	10/25/22
DELTA DENTAL PLAN of KANSAS	10/22 MONTHLY PREMIUM		63.54	68475	10/25/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING		7,997.79	1281040	10/14/22
FICA/FEDERAL W/H	FED/FICA TAX		403.63	1281017	10/12/22
KS EMPLOYMENT SECURITY FUND	3RD QTR 2022 UNEMPLOYMENT		27.09	1281047	10/12/22
KANSAS DEPT OF REVENUE	STATE TAX		53.31	1281020	10/12/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		9.35	1281044	10/24/22
K P E R S	KPERS		320.95	1281019	10/12/22
WEX BANK	FUEL		139.51	1281061	10/19/22
04	SPECIAL STREET & HIWAY TOTAL		12,188.30		
CAPITAL IMPRV RESERVE					
GARVER	47TH ST CEI		9,060.77	68482	10/25/22
PROFESSIONAL ENGINEERING CONSU	PAVEMENT IMPROVEMENT PH2		886.25	68501	10/25/22
05	CAPITAL IMPRV RESERVE TOTAL		9,947.02		
EQUIPMENT RESERVE					
CDW LLC	PD NEW LAPTOPS x8		34,446.00	68472	10/25/22

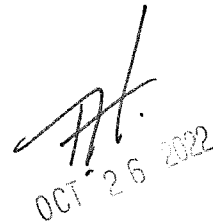
# CLAIMS REPORT

Vendor Checks: 10/11/2022-10/25/2022

Section VIII, Item A.

Payroll Checks: 10/11/2022-10/25/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
	06 EQUIPMENT RESERVE TOTAL		34,446.00		
CAPITAL PROJECTS #2 FUND					
STRUNK PUBLISHING, LLC	RES R-22-40		353.92	68467	10/25/22
BAUGHMAN COMPANY, P.A.	21-10-E036 CHAPEL PH2:PAVING		37,200.00	68469	10/25/22
GARVER	ROCK SPRING 4TH:PH1		45,259.47	68482	10/25/22
SEDGWICK CO REGISTER OF DEEDS	ENVISION MGT EASEMENTS		110.00	68459	10/13/22
UNION PACIFIC RAILROAD COMPANY	WOODLAWN EASEMENT AUDIT 301425		2,000.00	68460	10/13/22
	33 CAPITAL PROJECTS #2 FUND TOTAL		84,923.39		
	Accounts Payable Total		692,549.86		
Payroll Checks					
	01 GENERAL		54,994.92		
	02 WATER UTILITY		8,035.49		
	03 SEWER UTILITY		7,004.78		
	04 SPECIAL STREET & HIWAY		1,370.60		
	Total Paid On: 10/12/22		71,405.79		
	Total Payroll Paid		71,405.79		
	Report Total		763,955.65		



OCT 26 2022



## Volunteer Application - Submission #4146

Date Submitted: 10/24/2022

Date

10/24/2022

First Name\*

Emily

Last Name\*

Ryder

Address\*

City

Bel aire

State

KS

Zip Code

67220

Phone Number\*

Number of years living in Bel Aire\*

&lt;1

Email Address\*

Please mark what events or departments you are interested in volunteering for below.

- ☐ Utility Advisory Committee
- ☒ Tree Board
- ☐ Planning Commission
- ☐ Community Events
- ☐ Senior Patrol (Bel Aire Police Department)
- ☐ Senior Center
- ☐ Other

Please provide a brief explanation or attach a letter of why you are interested in volunteering with the City:

I like being a productive member of the community I live in. I attended the tree board meeting tonight (10/24/2022) - I appreciate their efforts within the city and would love to help in these areas.

Attachment (optional)

 No file chosen

Filling out this form shows that you are interested in volunteering in your community. Staff will be in contact with this form is received to better determine the best way you can serve and also to fill out the volunteer application form. Background check may be required.

THE CITY OF BEL AIRE, KANSAS

RESOLUTION NO. R-22-\_\_

A RESOLUTION ESTABLISHING AN AURORA  
PARK GRAVEL ROADS TASK FORCE FOR THE  
CITY OF BEL AIRE, KANSAS.

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

Section 1. Establishment:

Chapter 2, Article 7, Section 2.7.1 of the Bel Aire City Codes empowers the Governing Body to create advisory boards including standing committees, special purpose committees, task forces and similar bodies as the Governing Body deems necessary or advisable. Such boards shall be created by Resolution of the governing body, stating the name, purpose, and scope of the advisory body. Advisory board members shall be appointed by the Mayor and confirmed by the City Council.

Section 2. Members

There shall be an Aurora Park Gravel Road Task Force, consisting of no less than five (5) members and no more than twelve (12) members. The members shall be comprised of residents of the City of Bel Aire, residing in Aurora Park on a gravel road and shall be appointed by the Mayor and confirmed by the Governing Body of Bel Aire.

- A member shall hold office on the Task Force until:
- The member resigns from the task force,
  - The member moves out of Bel Aire or Aurora Park,
  - The member fails to attend 3 consecutive meetings, (subject to a vote of the committee),
  - The Task Force is terminated by the Governing Body, or
  - The member is dismissed by a majority vote of the Governing Body, with or without cause.

When there is one or more vacancies on the Task Force, the Task Force and each member of the Governing Body may submit recommendations for appointment to the Task Force. The Mayor will appoint each member, by and with the consent of the City Council.

The Committee shall choose its own officers (chairperson, vice chairperson & secretary). The chairperson or vice chairperson will be their representative. The Task Force shall determine the time and place for its meetings, and make its own procedural rules, other than as set forth herein. The Chairperson of the Task Force, or a designee, shall notify the City Clerk at least forty-eight (48) hours prior to each meeting of the date and time of such meeting, and shall provide a written agenda for each meeting prior to such meeting. Additionally, a copy of the minutes of each meeting shall be provided to the City Clerk within thirty (30) days following any such meeting. A majority of the duly appointed Task Force shall constitute a quorum for the transaction of its business. Vacant positions shall not be counted towards determining the quorum.

### Section 3. Duties of the Task Force:

The Task Force shall study, discuss and make recommendations for issues related to gravel streets in Aurora Park. The Task Force issues include, but are not limited to:

- A. Understanding the complaints related to:
  - (1) Dust
  - (2) Drainage
  - (3) Road material
  - (4) Grading
  - (5) Anything else determined to be an issue with gravel roads
- B. Identify short term and long term remedies for each of the issues identified above.
- C. Create estimates for the remedies being recommended. Include up front and annual costs.
- D. Identify local business that can complete the recommended work for each remedy.
- E. Determine what amount of dust is acceptable and how to measure that.
- F. Recommend funding sources or potential grants to help fund the suggested improvements.
- G. Identify who is responsible for paying for each remedy or a shared cost.
- H. The task force shall provide a presentation or report to council outlining their recommendations for gravel roads in Aurora Park on or before October 30, 2023."

Section 4: Staffing:

- A. The City shall not provide staff for the Task Force. The Task Force is responsible for all requirements within this resolution as volunteers.
- B. The City Manager, or his designee, will be the contact person with the City.
- C. The City may provide technical staff or hire a consultant to help understand the options as they are presented to the governing body.

Section 5: Terminations:

The task force shall dissolve: (1) upon vote of the governing body to dissolve the task force, (2) upon council approving a plan to manage dust and drainage following a recommendation from the task force, (3) automatically on January 30, 2024 if no report or presentation on status of task force recommendations are provided to Council prior to this date.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

SEAL

ATTEST:

\_\_\_\_\_  
CITY CLERK, MELISSA KREHBIEL

**WORK ORDER NO. 21T41282-008  
City of Bel Aire, Kansas**

**Garver Project No. 22T41278  
City of Bel Aire Gravel Road Community Task Force Support**

This WORK ORDER ("Work Order") is made by and between the City of Bel Aire, Kansas (hereinafter referred to as "Owner") and **Garver, LLC**, (hereinafter referred to as "Garver") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on May 21<sup>st</sup>, 2021(the "Agreement").

Under this Work Order, the Owner intends to have Garver provide engineering and technical support for the evaluation of alternatives recommended by the proposed City of Bel Aire Gravel Road Community Task Force. Garver will provide professional services related to that assistance as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

## **1. SCOPE OF SERVICES**

### Current Condition Analysis

- Meet with City Staff to gain an understanding of current grading procedures, materials utilized and current scheduled maintenance.
- Drive the three miles of gravel streets and assess the current condition utilizing the PASER method. The Gravel Streets were last evaluated by PEC in August 2020. The City of Bel Aire will provide a copy of this evaluation to Garver.

### Task Force Meetings

- Attend meetings of the Gravel Road Task Force to observe citizen concerns and understand the Task Force's proposed potential solutions.
- Meet with City Staff.
- Provide feedback to Task Force based on findings from Research of Alternatives.

### Research of Alternatives

- Create alternatives, both short-term and long-term, for solutions to the identified issues based on information and feedback from task force meetings.
- Garver will coordinate with GSI or other city approved geotechnical expert to obtain feedback for feasibility and impacts of proposed alternatives. Geotechnical Firm to be hired directly by the City of Bel Aire.
- Estimate the upfront and annual costs for the alternatives.
- Identify needed drainage improvements in each gravel road area with estimated costs.
- Work with city staff to develop a timeline for proposed improvements.
- Suggest options for funding of identified improvements (drainage and street concerns). (Grants, property taxes, special assessments, HOA dues, etc.).

### Final Report of Findings

- Prepare a final report of findings.
- Present findings to the City Council when completed.
- Share all data, maps, spreadsheets, findings and other information with Bel Aire once completed.

The above scope of services does not include surveying, preparation of design plans, preparation of easement or right of way descriptions or documents, staking or construction observation services. A proposal will be provided at a later date for those items if requested.

## **2. PROPOSED SCHEDULE**

The schedule for meetings of the task force will be determined by the Chairman of the Task Force. Garver will begin working with City Staff within two weeks of the award of the project to evaluate current conditions. That information will be provided to the Task Force at the kickoff meeting that is tentatively scheduled for January 2023. The above scope of services is anticipated to be completed no later than July 1, 2023.

3. PAYMENT

For the Services set forth above, Owner will pay Garver as follows: Nineteen Thousand Five Hundred Dollars (\$19,500) Hourly Not-to-Exceed

4. APPENDICES

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

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

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

City of Bel Aire, Kansas

Garver, LLC

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed Name

Name: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



## APPENDIX A RATE SCHEDULE

### Garver Wichita Hourly Rate Schedule: July 2022 - June 2023

Classification	Rates	Classification	Rates
<b>Engineers / Architects</b>		<b>Resource Specialists</b>	
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
<b>Planners</b>		<b>Environmental Specialists</b>	
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
<b>Designers</b>		ES-6	\$ 376.00
D-1	\$ 112.00	ES-7	\$ 425.00
D-2	\$ 131.00	<b>Project Controls</b>	
D-3	\$ 156.00	PC-1	\$ 99.00
D-4	\$ 181.00	PC-2	\$ 136.00
<b>Technicians</b>		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
<b>Surveyors</b>		<b>Administration / Management</b>	
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		
<b>Construction Observation</b>			
C-1	\$ 106.00		
C-2	\$ 136.00		
C-3	\$ 166.00		
C-4	\$ 192.00		
C-5	\$ 244.00		



The Loyd Group  
520 S. Main Street  
PO Box 7  
Galva, KS 67443

Mr. Loyd,

In accordance with Section 5 of the agreement between the City of Bel Aire and the Loyd Group dated July 1, 2022, the City of Bel Aire provided written notice of pending termination on October 5, 2022. Parties have had an excellent working relationship and maintain mutual respect, however because the timing of deliverables has accelerated in an unscheduled manner, and the Loyd Group has existing pending obligations that make it difficult to accommodate the newly accelerated timeframe, this contract shall be terminated as of November 1, 2022. Thank you for the expertise and professionalism the Loyd Group has provided to the City. The Governing Body looks forward to opportunities to work together in the future.

Sincerely,

Jim Benage

Mayor



**Agreement for Consultation Services  
City of Bel Aire and Loyd Group, LLC.**

**This Agreement for Consultation Services is entered into By and Between the  
Loyd Group, LLC an Independent Contractor, and The City of Bel Aire,  
Kansas effective on this 1<sup>st</sup> Day of July, 2022.**

Based on Consultant's reputation, expertise, and experience advising public entities on financial audit and operational matters, the City of Bel Aire, hereinafter "Client" retains the Loyd Group, LLC., hereinafter "Consultant", to assist the City of Bel Aire in reviewing, producing findings, and making recommendations regarding financial equity and operational concerns within Chisolm Creek Utility Authority (CCUA).

- 1) **Scope of Services.** Parties agree that the Loyd Group will perform the services set forth below for the City of Bel Aire.
- a) Advise Client on project needs, gaps and industry performance standards related to financial accounting and auditing of CCUA
  - b) Make findings regarding financial equity, operations expenditures & revenues, bonding and all other financial observations of CCUA.
  - c) Perform necessary accounting procedures and calculations, relating to the above referenced project, until the project is completed.
  - d) Preparation of reports and forms to be submitted to the City as necessary to prove the proper financial relationship between city records, bond documents and actual financial records of CCUA.
  - e) Provide consultation on allowable expenses, bond document review & calculations and necessary documentation required to meet the bond covenants & agreements in place with CCUA.
  - f) Review payment calculations and check these against substantiation provided by the City, Park City, other Professional Consultants, KDHE, and CCUA.
  - g) Process reconciliation requests of data based on the engineer's calculations as they review the flow of the wastewater and water through CCUA.
  - h) Work closely with City staff throughout the entire project to formulate/review a Project Implementation and Execution Plan. We

expect this to be a joint effort between City personnel and Consultant staff.

- i) Attend meetings that are project related, utilizing remote technology where possible.
- j) Assist the City in project related public hearings / meetings required throughout the entire project where Consultant may be required to explain various aspects of the audit and verification process. If a financial audit or agreed upon procedures engagement would be required to help with the verification process, that engagement letter would be captured in a separate engagement letter.
- k) Work closely with the City point-of-contact and the professional team selected to investigate the requirements of CCUA agreements in place and make findings and recommendations as necessary regarding those findings. Deliver written findings and any additional information as requested.
- l) Aid the professional team involved with this project and the City management with applicable financial laws, financial ordinances, and financial requirements in regards to reporting under the Kansas Municipal Audit and Accounting Guide (KMAAG) or Generally Accepted Accounting Principles (GAAP) and various other financial requirements under Federal, State and Local government regulations, ordinances or resolutions.
- m) Monitor evolving guidance and assist City staff in creating financial and performance improvements based on best practices and authoritative guidance available on a contemporaneous basis with potential agreements moving forward relating to CCUA and its involvement regarding wastewater disposal and water distribution.
- n) Parties understand time is of the essence. All services listed above are to be provided in a timely and efficient manner.
- o) Exclusions - In performing these services our Consultant role is strictly advisory in nature, Consultant will not:**

- Audit financial information and will not issue any form of assurance on it, including the Single Audit.
- Audit internal control or procedures nor issue any form of assurance on them.
- Identify ALL challenges and improvements that may exist or are needed; however, Consultant will provide the City



Administration with a report of our findings and identified solutions that come to Consultant attention in this engagement, if in Consultant's professional opinion it is material to the process and has a future benefit to the City.

- Identify ALL risk of material misstatements or detect material errors or fraud. However, Consultant will inform management of any material errors or fraud that comes to Consultant's attention during the process of consultation engagement.
- Perform services or make representations that could be perceived, by an informed party, as making managerial decisions.
- Make managerial decisions on behalf of City administration.
- Provide managerial approval or disallowance of ARPA fund expenditures, but will offer insights and recommendations to aid City governance in making decisions based on the authoritative guidance available.

2) **Payment for Services.** For Services performed, Client shall pay Consultant as follows:

- Monthly statements shall be submitted by Consultant to Client covering Services performed and expenses incurred during preceding month. Payment will be made within 30 days of receipt of statement.
- Statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided.
- Total payment for the Scope of Services described herein including is not to exceed Twenty Five Thousand Dollars, (\$25,000), which amount shall not be exceeded without prior written consent of Client.

3) **Changes.** Client shall have the right to make changes within the general scope of the services listed herein, upon execution of a mutually acceptable amendment or change order signed by both Parties.

#### 4) Miscellaneous.

- a) **Engagement Record Request.** If requested, access to such engagement documentation will be provided under the supervision of Loyd Group, LLC personnel. Furthermore, upon request, Consultant may provide copies of selected engagement documentation to regulatory agencies or their designee. The regulatory agencies or their designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.
- b) **Expert Witness Fees.** In addition, both parties further agree that in the event Consultant or any of its employees or agents is called as a witness or requested to provide any information whether oral, written, or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that Client provided to Consultant, or any documents and work-papers prepared by Loyd Group, LLC in accordance with the terms of this agreement, Client agrees to pay any and all reasonable expenses, including fees and costs for Consultant time at the rates then in effect, as well as any legal or other fees that we incur as a result of such appearance or production of documents.
- c) **Dispute Resolution.** If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by a mutually agreed upon arbitrator, under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.
- d) **Entirety of Agreement.** This engagement embodies the entire agreement and understanding between the parties hereto and there are no promises, warranties, covenants, or conditions made by any of the parties except as herein expressly contained. The terms and conditions of this engagement shall be governed and construed in accordance with the laws of the State of Kansas and may only be modified in a writing signed by all the parties. Jurisdiction and venue of any dispute or cause of action arising out of or related to the subject-matter of this agreement shall lie in the State of Kansas and any litigation arising out of or related to the professional services rendered hereunder shall be brought in the State of Kansas.



- 5) **Termination.** This agreement shall automatically terminate one year from the effective date unless renewed by written agreement of parties. Services may be terminated at any time by Client or Consultant with ten (10) days' written notice. If so terminated, Client shall pay Consultant all amounts due for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

D. Scot Loyd  
D. Scot Loyd, The Loyd Group, OWNER

Jim Benage  
Jim Benage, City of Bel Aire, MAYOR

ATTEST:

Melissa Krehbiel  
Melissa Krehbiel, CITY CLERK



October 17, 2022

Mr. Ty Lasher  
City Manager  
City of Bel Aire  
7651 E Central Park Avenue  
Bel Aire, KS 67266

Re: Proposed CCUA Cost Sharing Evaluation

Dear Ty:

As a follow up to our meeting on October 6, this letter presents a proposed scope of work, with milestones, a fee estimate, and an initial data request.

***Project Understanding***

The City of Bel Aire participates in a cost sharing arrangement with the Park City to fund ongoing operating and capital costs for the Chisholm Creek Utility Authority (CCUA). Formed in 2001, CCUA provides water and wastewater treatment services for both cities.

Since CCUA's formation, Bel Aire and Park City have grown at different rates, and the types of new connections have also differed between the two communities. Cost sharing arrangements were not designed to recognize the different rates and types of growth experienced by the cities, and as a result have raised concerns about the equitable nature of cost recovery. While cost sharing agreements do have a true-up provision, there has been disagreement over when a true-up is required, further complicating concerns over equity.

The wastewater treatment facility has recently encountered compliance issues and is believed to be nearing capacity. Addressing these challenges will require additional investment, creating a sense of urgency to resolve concerns over cost sharing equity. The City of Bel Aire has requested analysis be performed to achieve the following goals for both the water and wastewater treatment facilities:

1. Review agreements and bond documents, forming an opinion about how existing cost sharing and true-up analysis was intended to be practiced, including declared capacity.
2. Gather historical annual operating and capital costs for the systems, along with historical contributions from both cities to cover those costs.
3. Estimate the future operating and capital costs and projections of each community's use of each treatment facility.
4. Project future operating and capital costs.
5. Looking both historically and into the future, form an opinion the regarding the equity of CCUA's cost sharing practices, including the use of the true-up.
6. Propose an alternate cost recovery approach to address equity concerns.
7. Present findings to the City of Bel Aire and outside counsel.

Mr. Ty Lasher  
City of Bel Aire  
October 17, 2022  
Page 2

These goals represent the focus of this proposed CCUA Cost Sharing Evaluation (the Study). The remainder of this letter proposal summarizes the proposed scope, milestones, and level of effort and fee associated with the Study.

We appreciate your consideration of Burns & McDonnell for this important project. Should you have any questions about our proposal, please contact me at 816-822-4207 or Brian Meier at 316-554-6996.

Sincerely,

A handwritten signature in black ink that reads "David F. Naumann" followed by a horizontal line.

David F. Naumann  
Senior Project Manager

cc: Brian Meier

Mr. Ty Lasher  
City of Bel Aire  
October 17, 2022  
Page 3

## Project Approach

### ***Task 1 – Initiate Project***

The objective of Task 1 is to initiate the Study. Primary subtasks include delivering an initial data request and conducting a project kick-off meeting.

The initial data request includes the following items. If any of the requested information is not readily available and is difficult to obtain, please notify Burns & McDonnell as alternative approaches to similar data may be possible. While this request is intended to be comprehensive, additional data may be required as the Study progresses.

1. Copies of all pertinent governing documents including bond official statements, interlocal agreements, and any other contracts governing the existing cost sharing arrangement. (Note: interlocal agreements are on-file already)
2. Historical operation and maintenance expenses of each utility, from 2015 through 2021, in line item detail.
3. Historical debt service payments by series for each utility from 2015 through 2021.
4. For all outstanding debt series, amortization schedules through maturity.
5. Historical flow by year for each system for each community, from 2015 through 2021, total water produced by the CCUA water treatment plant and total influent received at the CCUA wastewater treatment plant. If data is available by month, please provide it. (Note: Bel Aire and CCUA treatment plant data on file)
6. When available, strength loadings of wastewater influent at the wastewater treatment plant and for each community. (Note: in-process)
7. Estimated capacity of each treatment facility on an average day and peak day basis.
8. Available fund balances for CCUA at the beginning of the current fiscal year for each system.
9. Information regarding CCUA financial policies and practices, such as reserve balance targets and debt service coverage targets, as applicable.
10. Current fiscal year budget, including future capital improvement plans as available.
11. For each system, CCUA fixed asset records including asset description, original cost, in-service dates, depreciable lives, annual and cumulative depreciation, and net book value.
12. Documentation as may be available indicating Park City had exceeded its reserved capacity in either facility.



Mr. Ty Lasher  
City of Bel Aire  
October 17, 2022  
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The kick-off meeting provides the opportunity for Burns & McDonnell and the City of Bel Aire to discuss the project approach, schedule, deliverables, various issues to be addressed, and the initial data and information requested. The kick-off meeting will be conducted virtually via Microsoft Teams.

***Task 2 - Review Existing Agreements and Document Cost Sharing Framework***

The objective of Task 2 is to review existing agreements and bond documents to document the existing methodology established for cost sharing for both systems, including provisions for true-ups. Burns & McDonnell will form an opinion of how the existing agreements direct how the cost sharing framework is intended to be practiced.

***Task 3 - Evaluate Historical and Projected CCUA Wastewater System Costs and Demand Quantities, and Develop an Alternate Cost Sharing Framework for the CCUA Wastewater System***

The first objective of Task 3 is to document historical costs of the CCUA wastewater system, along with available billing determinants. For the purpose of this Study, the historical period to be evaluated is expected to be 2015 through 2021. Estimates of future operating and capital costs will be based on existing budgets and capital improvement program estimates with allowances for inflation. Future demand will be estimated in consultation with the City of Bel Aire and Burns & McDonnell personnel familiar with the wastewater system and anticipated growth patterns of both communities. A projection period of 5- to 10-years is proposed.

Using information developed in Task 2, the existing cost sharing methodology will be modeled and applied to historical and future periods. This analysis will provide perspective on whether historical cost sharing has been performed in a manner consistent with the contractual framework, and how future costs will be shared if the framework continues.

Historical and projected wastewater operating and capital costs, along with associated service demands for Bel Aire and Park City, will be reviewed in a Microsoft Teams meeting with Bel Aire.

The second objective of Task 3 is to develop an alternative cost sharing approach that address concerns regarding the equitable cost recovery for the wastewater system. Following the principles of cost of service described in the Water Environment Federation's Manual of Practice *Financing and Charges for Wastewater Systems*, a model will be developed to identify costs associated with wastewater treatment services that not only vary in accordance with contributed flow, but also vary depending on strength of loadings, and potentially peak wet weather flow. This approach will be modeled and provide the capability to evaluate how cost sharing results

Mr. Ty Lasher  
City of Bel Aire  
October 17, 2022  
Page 5

will vary from the existing methodology in future periods. It will be possible to test the framework against prior periods, but will require availability of detailed O&M expenses and estimates of loading strengths for prior periods.

The alternate wastewater cost sharing framework will be reviewed in a Microsoft Teams meeting with Bel Aire.

***Task 4 - Evaluate Historical and Projected CCUA Water System Costs and Demand Quantities, and Develop an Alternate Cost Sharing Framework for the CCUA Water System***

The first objective of Task 4 is to document historical costs of the CCUA water system, along with available billing determinants. For the purpose of this Study, the historical period to be evaluated is expected to be 2015 through 2021. Estimates of future operating and capital costs will be based on existing budgets and capital improvement program estimates with allowances for inflation. Future demand will be estimated in consultation with the City of Bel Aire and Burns & McDonnell personnel familiar with the water system and anticipated growth patterns of both communities. A projection period of 5- to 10-years is proposed.

Using information developed in Task 2, the existing cost sharing methodology will be modeled and applied to historical and future periods. This analysis will provide perspective on whether historical cost sharing has been performed in a manner consistent with the contractual framework, and how future costs will be shared if the framework continues.

Historical and projected water operating and capital costs, along with associated service demands for Bel Aire and Park City, will be reviewed in a Microsoft Teams meeting with Bel Aire.

The second objective of Task 4 is to develop an alternative cost sharing approach that address concerns regarding the equitable cost recovery for the water system. Following the principles of cost of service described in the American Water Works Associations 's Manual of Practice *M1: Principles of Water Rates, Fees, and Charges*, a model will be developed to identify costs associated with water treatment services that not only vary in accordance with annual water sales, but also vary depending on maximum day demand. This approach will be modeled and provide the capability to evaluate how cost sharing results will vary from the existing methodology in future periods. It will be possible to test the framework against prior periods, but will require availability of detailed O&M expenses and estimates of maximum day demand for prior periods.

Mr. Ty Lasher  
City of Bel Aire  
October 17, 2022  
Page 6

The alternate water system cost sharing framework will be reviewed in a Microsoft Teams meeting with Bel Aire.

### Task 5 – Study Reports and Presentations

The objective of Task 5 is to document Study findings and present results.

Burns & McDonnell will summarize the Study results in a separate draft report for each system, describing the key findings and documenting how the analysis and recommendations were developed. Our reports generally feature an executive summary, a list of abbreviations and chapters addressing the analysis performed for the Study. Feedback from the City will be incorporated into each report prior to finalizing the documents.

Burns & McDonnell anticipates presenting results to the City of Bel Aire’s City Council for both systems during one City Council meeting. A draft powerpoint presentation will be prepared for City review prior to the presentation. A presentation is also expected to occur with the City of Bel Aire’s outside counsel through Microsoft Teams.

At this point the scope for the proposed Study will conclude. Potential next steps could involve supporting the City of Bel Aire in discussions with CCUA as needed.

## Proposed Schedule

We anticipate this Study to be substantially complete by the end of December 2022. Assuming a notice to proceed of October 31, we propose the following general timeline.

Task	Delivery Date
Notice to Proceed	October 31
Study Kickoff	Week of October 31
Review of Historical and Projected Costs for Both Systems	Week of November 14
Receipt of Sampled Wastewater Strength Loadings	Week of December 5
Review of Alternative Cost Recovery Approach for Both Systems	Week of December 12
Draft Reports	Week of December 19
City Council Presentation	TBD
Outside Council Presentation	TBD

Please note that this timetable is relatively aggressive and will require data to be available the week of October 31.

Mr. Ty Lasher  
City of Bel Aire  
October 17, 2022  
Page 7

## Estimated Level of Effort and Cost

Burns & McDonnell proposes to perform the consulting services described in this proposal for a not-to-exceed fee of \$45,230 to be billed monthly on a time and material basis. This price reflects approximately 209 man-hours, and 1 on-site trip for a City Council presentation.

Bel Aire, KS CCUA Cost Sharing Evaluation								
	Task 1 - Initiate Project	Task 2 - Review Exixsting Agreements and Document Framework	Task 3 - Wastewater System Cost Sharing Evaluation	Task 4 - Water System Cost Sharing Evaluation	Task 5 - Study Reports and Presentations	Estimated Total Hours	Total Labor & Expense	Hourly Rate
Consultant								
Dave Naumann	8	6	28	12	16	70	\$ 18,760	\$ 268
Alex Craven	8	3	68	42	18	139	\$ 26,271	\$ 189
Total Labor	16	9	96	54	34	209	\$ 45,031	
Expenses \$ <sup>(1)</sup>					\$ 199		\$ 199	
Total Project Fees	\$ 3,656	\$ 2,175	\$ 20,356	\$ 11,154	\$ 7,889		\$ 45,230	

<sup>(1)</sup> Cost for travel and on-site meetings, to be billed at cost.

City of Bel Aire, Kansas

**STAFF REPORT**

DATE: 10.20.22

TO: City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 12” Water Main Extension to serve Homestead Senior Landing

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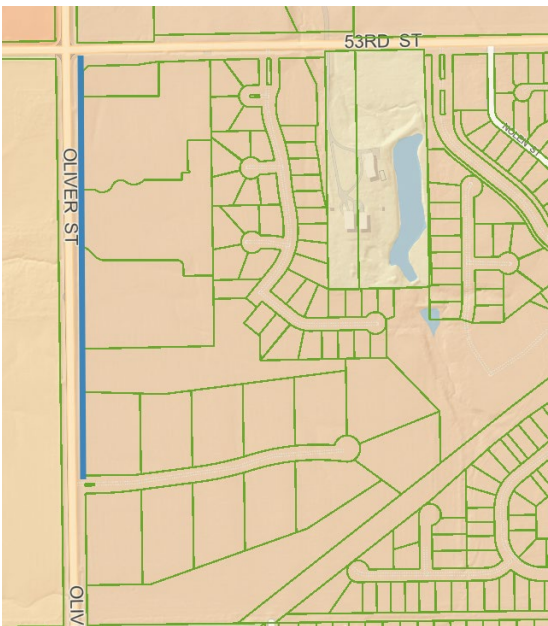


**BACKGROUND:**

Homestead Senior Landing is beginning construction and needs water service.

**DISCUSSION:**

The Developer has asked Baughman to prepare an agreement for Engineering Design and Construction Services for the design and construction observation of the water line that will serve their development. After an initial meeting with the City, the City requested that the water main be extended to connect with the water line at Prairie Preserve to form a loop, instead of having two dead ends.



**FINANCIAL CONSIDERATIONS:** The engineering design will be paid for and spread as special assessments to the benefitting lots.

**POLICY DECISION:** The City does not have the available staff or programs to design the water main extension to serve this subdivision. As the Developer has worked with Baughman for the design of all other on-site improvements, there is a value in having Baughman design the necessary water main improvements since they already have the survey and related information necessary to complete the design.

**RECOMENDATION:** Staff recommends that the City Council accept the Agreement for Engineering Services from Baughman in the amount of \$30,000.

**CONTRACT AGREEMENT FOR  
ENGINEERING SERVICES  
BETWEEN  
CITY OF BEL AIRE, KANSAS  
AND  
BAUGHMAN COMPANY, P. A.**

THIS IS AN AGREEMENT made as of \_\_\_\_\_ between The City of Bel Aire (OWNER) and Baughman Company, P.A. (ENGINEER). OWNER intends to retain the ENGINEER to provide PROFESSIONAL ENGINEERING SERVICES as required for the ENGINEERING DESIGN and CONSTRUCTION INSPECTION & ADMINISTRATION for the 12" WATER MAIN EXTENSION to serve Lot 1, Block A, Homestead Senior Landing Addition, Bel Aire, Sedgwick County, Kansas.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of performance of professional engineering services by ENGINEER and payment for those services by OWNER set forth below.

1. ENGINEER shall provide for OWNER professional engineering services in all design phases of the Project to which this agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, including providing professional engineering construction documents, specifications, consultation, and furnishing customary civil engineering services, including bid solicitation, construction inspection and administration in assistance with the City of Bel Aire.
2. After written authorization to proceed, the ENGINEER shall:
  - A. Consult with OWNER to clarify and define OWNER's requirements for the project and review available data.
  - B. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
  - C. Prepare schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved including applicable requirements of governmental authorities having jurisdiction as aforesaid and the alternative solutions available to OWNER.
3. After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:
  - A. Prepare Preliminary Design documents prepared on standard 1/2 scale or PDF consisting of design criteria, preliminary drawings, and written descriptions of the Project in accordance with city specifications.
  - B. Furnish copies of the Preliminary Design documents and present and review them with OWNER within 60 days after the notice to proceed is received by the ENGINEER.

4. After written authorization to proceed with the Final Design Phase, ENGINEER shall:
  - A. On the basis of the accepted Preliminary Design documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by the contractor(s) (hereinafter called "Drawings") Furnish the above documents of the Final Design on 23" x 36" paper or PDF and present and review them in person with OWNER within 30 days after the written authorization to proceed with final plans is received.
  - B. Provide any type of field surveys for design purposes as necessary for the Project.
  - C. Prepare to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
5. To procure and maintain such insurance as will protect CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Contract and for which CONSULTANT is legally liable. Such policy of insurance shall be in an amount not less than \$1,000,000.00 subject to a deductible of not more than \$100,000.00. In addition, a workers' compensation and employer's liability policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the workers' compensation law. The liability limit shall be not less than the statutory amount for workers' compensation and not less than \$500,000.00 for each occurrence for the employer's liability coverage. Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT's employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Contract. The CITY shall be listed as an additional insured. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory certificates of insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this Contract. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

6. ENGINEER shall prepare all supporting construction plans and shall assist the OWNER where necessary in the solicitation phase.
7. ENGINEER shall provide construction inspection and administrative services for the Project in a form which is acceptable to the OWNER and is a timely and reasonable manner as necessary to facilitate the contractor's construction operations including Final As-Builts & Certification to the City for their permanent files.
8. ENGINEER shall also obtain all necessary Local, State, Federal or C.O.E. Permit including prepare and submit all required applications to proceed with the timely process of plan approval.
9. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:
  - A. Designate a person to act as OWNER'S Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.
  - B. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expand-debility, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings Specifications.
  - C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
  - D. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
  - E. Assist to furnish approval and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from other may be necessary for completion of The Project.
  - F. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affect the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any contractor.
10. The provisions of and the various rates of compensation for ENGINEER's services in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project from the design phase through completion of the construction administration and inspection phase.



11. If OWNER has requested significant modifications of changes in the general scope, extent or character of the Project, the time of the performance of the ENGINEER's services shall be adjusted equitably.
12. OWNER shall pay ENGINEER for Basic Engineering Services rendered under paragraph 1 on the basis of the following fees:

12" Water Main Extension	FEE
Engineering Design (Lump Sum)	\$ 19,800
Construction Admin./Inspection (NTE)	\$ 16,200
TOTAL =	\$ 30,000

13. In the event of termination by OWNER upon the completion of any phase, payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase, ENGINEER will be paid for services rendered based upon the percentage of completion of that phase and the amount established herein as compensation of that phase.
14. The obligation to provide future services under this Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
15. This Agreement shall be governed by the law of the State of Kansas, and the parties agree and stipulate that any action regarding this agreement shall be brought in the District Court of Sedgwick County, Kansas, and no other Court.
16. OWNER and ENGINEER each is hereby bound. The partners, successors, executors, administrators, and legal representatives of ENGINEER are hereby bound to the OWNER, in respect of all covenants, agreements, and other obligations of this Agreement.
17. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent associates and consultants as ENGINEER may deem appropriate to assist in the performance of services thereunder.
18. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

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

THE CITY OF BEL AIRE, KANSAS

BAUGHMAN COMPANY P.A.

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

  
\_\_\_\_\_  
N. Brent Wooten, President

Address for giving notices:

7651 E. Central Park Ave.  
Bel Aire, Kansas 67225

Address for giving notices:

315 Ellis  
Wichita, KS 67211

ATTEST:

\_\_\_\_\_  
City Clerk

ATTEST:

  
\_\_\_\_\_  
Michelle L. Miller, Accountant



Appendix 1

Engineer’s Standard Hourly Rates

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A. *Standard Hourly Rates:*

- 1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin and profit.

B. *Schedule of Hourly Rates:*

- 1. Hourly Rates for services performed on or after the Effective Date are:

Company Officer	\$ 200.00 / Hour
Project Manager / Engineer	\$ 155.00 / Hour
Design Engineer	\$ 120.00 / Hour
Design CAD Technician	\$ 85.00 / Hour
Construction Inspector	\$ 110.00 / Hour
2-Man Construction Crew	\$ 150.00 / Hour
Soil / AC Testing Technician	\$ 50.00 / Hour
Soil Testing Engineer	\$ 145.00 / Hour
Soil Lab Test	\$ 150.00 / Test
GSI Project Setup	\$ 750.00 / Each
GSI Project Management	\$ 100.00 / Each
Testing Trip Mileage	\$ .60 / Mile

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this agreement, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
  
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
  
- C. Requirements of the City of Bel Aire, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Bel Aire, Kansas, in accordance with the guidelines established for review and evaluation;
  - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or

subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Bel Aire, Kansas

STAFF REPORT

DATE: 11/1/22

TO: City Manager

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

RE: Updated Use of City Hall Facilities Policy



BACKGROUND:

On September 13, 2022, staff presented a recommended fee schedule that removed Community Room and Senior Room rental fees for private events. Staff discussed the excessive amount of time used to manage, clean and care for private event rentals. This includes police officer time verifying the security of the building. On September 20, 2022, Bel Aire City Council adopted the 2023 Fee Schedule as presented.

DISCUSSION:

The Use of City Hall Facilities Policy needs updated to align with the 2023 Fee Schedule. The updated policy only allows “agencies / organizations who provide a benefit to the community at large” to host events at City Hall. The updated policy maintains requirements for the hosting organization to setup, clean, and care for the public space. The updated policy also maintains priority for city sponsored event including senior programs.

FINANCIAL CONSIDERATIONS:

Any loss of rental revenue is immaterial to the city’s operations.

2021		2022	
# of rentals	revenue	# of rentals	revenue
15	\$2,490	13	\$2,165

RECOMENDATION:

Staff recommends the adoption of the Use of City Hall Facility Policy.

## CITY OF BEL AIRE USE OF CITY HALL FACILITIES

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### PURPOSE

To provide guidelines and procedures for the use of the Senior Center Room and Community Room located in City Hall.

### INTRODUCTION

City Hall contains two rooms that may be used by agencies / organizations who provide a benefit to the community at large. This policy outlines uses allowed and terms for utilization.

### AUTHORIZATION

The City Council shall adopt the policy and the City Manager shall enforce as well as address any issues that are not covered specifically within the policy.

### POLICY

Community Room and Senior Room:

- A. Use of Community or Senior Room outside city hall operating hours must conclude by 10:00 p.m., which includes clean-up time.
- B. Host is responsible for any setup of the room such as tables, chairs, etc.
- C. Room must be cleaned and all chairs, tables, etc. put away after use.
- D. All trash cans must be emptied after use.
- E. Hosts understand that nothing shall be attached to the walls, ceiling, or any of the fixtures.
- F. Hosts are responsible for any damage to the facility and/or contents, or fixtures.
- G. Use of the kitchen is allowed but must be cleaned before leaving
- H. The stage and court room furniture may not be used by the renter nor removed from the stage or community room.
- I. Reservation of the room must be requested of City Staff and approved by the City Manager or designee.
- J. Such uses shall be limited to once per month per entity.
- K. Food and drink are not allowed in the senior room.

### GENERAL GUIDELINES FOR COMMUNITY ROOM AND SENIOR ROOM USES

- A. Uses are based on availability and first come first serve.
- B. City of Bel Aire events or uses takes precedence and will have first access to the rooms or may cancel reservations if there is a conflict.
- C. Groups utilizing either room must bring their own supplies and equipment.

- D. Keys must be picked up during regular business hours and returned to the front desk or in the drop box after hours.
- E. City Hall doors must be locked upon leaving the building after hours.
- F. City Hall is a drug, alcohol, and tobacco free facility.
- G. City Hall Facilities may not be used for political purposes. (Except for government elections that impact Bel Aire citizens or Bel Aire represented candidate forums inviting all City candidates to participate and open to the public).
- H. Video surveillance is in use on premise and the city will not turn off or cover cameras during uses.
- I. It is understood that the City of Bel Aire is in no way responsible for any personal injury, property damages, or other liabilities that may be incurred during use of the facility.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022 by the Bel Aire City Council.

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

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



Revision Date: \_\_\_\_\_



*City of Bel Aire, Kansas*

## **STAFF REPORT**

DATE: 10/26/22

TO: City Manager

FROM: Tristin Terhune, Director of HR and Communications

RE: Updated Media Policy

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### **BACKGROUND:**

The Social Media and Website policy was established and adopted on March 20, 2018. According to my research, the Cable Channel 7 policy was first established July 17<sup>th</sup>, 2007 and then revised on May 3<sup>rd</sup>, 2011. With the continuous evolution of technology and these media platforms, both policies needed to be updated to reflect our current practices and procedures.

### **DISCUSSION:**

Working with the City Attorney, the included Media Policy reflects current practices and procedures as well as combining the two policies into the one policy that encompasses the communication platforms utilized.

**FINANCIAL CONSIDERATIONS:** None

**RECOMENDATION:** Based on my daily experience following these policies and working with these medias, my recommendation would be to approve the updated policy.



## Media Policy

### Purpose

The purpose of this policy is to establish guidelines, protocols, and procedures to ensure that the City's communication with the public is efficient, effective, consistent, timely, and transparent. In addition, this policy addresses the responsibilities of individual employees and city officials with regard to media use. Lastly, this policy outlines terms of use and comment policy in order to help facilitate and enhance the transfer of information to the public through the City's Social Media.

### Communication Objectives

1. Ensure the City is visible and responsive to the citizens it serves.
2. Inform citizens about the City's policies, programs, services, projects, and initiatives through communication that is effective, timely, accurate, and consistent.
3. Inform stakeholders when establishing or developing priorities, policies, programs, and services where reasonable and practical.
4. Engage in a proactive communications program that uses a variety of platforms to accommodate diverse needs existing in our community.

### Ownership

All website and social media systems and resources owned or controlled by the City and all messages, text, graphics, images, and electronic files and other information transmitted by, received through or stored in these systems and resources are the property of the City.

### Platforms

1. City of Bel Aire Website – Our City's website is a platform for residents to get information as well as make payment for City services.
  - A. The Communications department is responsible for maintaining the City website.
  - B. The Communications department will work with department heads and the City Manager to determine what information will be posted to the City's website.
  - C. Access to edit department pages can be granted by getting approval from the Communications Director.
  - D. Linking to an outside news source as a way to promote City of Bel Aire-related information is prohibited unless specifically approved by the City Manager. An example of a possible exception would be in the case of a co-sponsored event.
2. Cable Channel – Cable Channel 7 is a public service and information resource for Bel Aire citizens provided through Cox Communications. The Communications department is responsible for scheduling appropriate programming following FCC guidelines. As of 2022 Council meetings will no longer be rebroadcast on the cable channel as requirements for airing meetings are cost prohibitive.

3. Social Media – The City of Bel Aire has an interest in informing and engaging its audience using traditional as well as new media. Social media has become one of the main channels of communication for many and is an excellent communication tool for the City. By leveraging social media as a primary communication tool, we are engaging our customers in a timely cost-effective way and supporting City goals. Sharing our original content personalizes our messages and demonstrates our “social persona.” In social media, there are appropriate occasions for both original and shared content.

- A. City meetings are open to the public at the designated meeting location, however when practical the City will make reasonable effort to rebroadcast recorded meetings on social media platforms.
- B. All social media accounts that represent the City will be approved by the City Manager. If specific departments are interested in creating a social media presence, they will need to first get approval from the City Manager and then contact the Communications department.
- C. The Communications department will set up the accounts and be named the administrator or will obtain all usernames and passwords to these accounts.
- D. The City of Bel Aire reserves the right to temporarily or permanently suspend access to any page or social media platform at any time.

**E. Community Standards**

- i. Communication on City media platforms must be made with respect and courtesy to others.
- ii. Any comment posted by a member of the public on an official City Social Media Page or Department Social Media Page is the opinion of the commentator only, and its publication on such Page shall not imply endorsement of or agreement by the City.
- iii. All Social Media established by the City, including the City’s Social Media Page and those Pages utilized by individual City departments, are for informing the public and not intended to create a public forum. As such, each Page shall have, in a place visible to the public or accessible by link, a notice that comments containing any of the following forms of content are prohibited and will be removed:
  - 1. Comments not related to the topic of discussion;
  - 2. Profane, obscene, uncivil, harassing, or inappropriate language or content;
  - 3. Sexual content;
  - 4. Solicitations of commerce;
  - 5. Promotion or encouragement of illegal activity;
  - 6. Information that may tend to compromise the safety or security of the public, public systems, the City, its employees, or public officials;
  - 7. Promotes political candidates, issues or viewpoints except as provided by City sanctioned debates or forums;

- 8. Defamatory remarks, personal attacks, or threats against any individual person or group of people.
  - 9. Content that violates a legal ownership interest of any party;
  - 10. Any content in violation of or inconsistent with federal, state, or local laws and ordinances;
  - 11. Links to any outside websites that are inconsistent with this policy;
  - 12. Content that is repetitive or duplicative;
  - 13. Any content not listed herein but that is otherwise inconsistent with the spirit of civility intended by these Terms of Use & Comment Policy.
- ii. The following notice shall be provided along with the comment policy above:  
This City of Bel Aire platform is for providing City the residents and vendors of the City and not intended to create a public forum. The City of Bel Aire reserves the right to remove content that is deemed in violation of this policy, applicable law, or the City’s employee handbook. Any participant on a City Social Media Page or Department Social Media Page that repeatedly violates the commenting guidelines as set forth in this policy may be permanently removed from the City’s social media page(s). The City of Bel Aire reserves the right to temporarily or permanently suspend access to any Page at any time.

**Employee Use**

Personal social media accounts established by employees should not be presented as official voices of the City.

Social media guidelines for employees are established in the *Personnel Policy Manual* and should be reviewed and followed by City Staff.

**Updates to this Policy**

The City of Bel Aire recognizes that these guidelines will continually evolve as new technologies and social networking tools emerge. The City of Bel Aire reserves the right to change the communication policy at any time to reflect the current marketing techniques with relation to changes in technology.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the Bel Aire City Council.

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

*City of Bel Aire, Kansas*

## **STAFF REPORT**

DATE: October 20, 2022

TO: Governing Body, City Manager

FROM: Planning Commission

RE: October 13, 2022

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### **Approval of the 2023 Meeting Dates and Times**

The dates and times of the Planning Commission meetings for 2023 was presented, discussed, and voted on with a **6-0** vote approving the schedule. This schedule will be placed on the website as an informative document for citizens planning to attend meetings.

### **Staff Report**

Discussion was had regarding the review and updating of the Comprehensive Development Plan for the City. The Planning Commission gave the staff the authority to take bids and choose a third-party organization to update the plan and chose to act as the steering committee for the document. There was also discussion on the importance of community involvement in the process and how that community involvement would take place.

By statute, the Comp plan is required to be “reviewed or updated” annually. This discussion was the beginning of the process to review the current material and plan for updating in early 2023.

The Planning Commission voted (by passing a 6-0 motion) to approve the next meeting date of November 10, 2022, at 6:30.



### 2023 PLANNING COMMISSION DATES

	Application Date	Packet Deadline	Meeting Date
January	12/16/2022	01/04/2023	01/12/2023
February	01/13/2023	02/01/2023	02/09/2023
March	02/10/2023	03/01/2023	03/09/2023
April	03/07/2023	04/05/2023	04/13/2023
May	04/14/2023	05/03/2023	05/11/2023
June	05/12/2023	05/31/2023	06/08/2023
July	06/16/2023	07/05/2023	07/13/2023
August	07/14/2023	08/02/2023	08/10/2023
September	08/18/2023	09/06/2023	09/14/2023
October	09/15/2023	10/04/2023	10/12/2023
November	10/13/2023	11/01/2023	11/09/2023
December	11/17/2023	12/06/2023	12/14/2023
January	12/15/2023	01/03/2024	01/11/2024

All new agenda items must go through a pre-application process before an application will be processed. All agenda items that require notification to be published must be complete and submitted by the above listed application date by 8 A.M. (Ark Valley News deadline could change requirement). Information to be placed in planning packets must be received by the packet deadline date shown above.

Planning Commission Secretary	Jay Cook 316-744-2451 ext. 222	jcook@belaireks.gov
Building and Zoning Dept.	Keith Price 316-744-2451 ext. 120	bldginsp@belaireks.gov
City Engineer	Anne Stephens 316-744-2451 ext. 133	astephens@belaireks.gov
City Manager	Mr. Ty Lasher 316-744-2451 ext. 217	tlasher@belaireks.gov
City Clerk	Melissa Krehbiel 316-744-2451 ext. 200	cityclerk@belaireks.gov

All site plans must be reviewed by the City engineer and Zoning Administrator, 2 sets of the required plans must be delivered directly to city hall. (public hearing submittal quantities based on city code requirements) Cost associated with engineering will be passed on to the applicant.

<https://www.betterontheedge.org/>



# MANAGERS REPORT



**DATE:** October 27, 2022  
**TO:** Mayor Benage and City Council  
**FROM:** Ty Lasher, City Manager  
**RE:** November 1, 2022 Agenda

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## **Proclamation (Item V)**

*Veterans Day, November 11th* - In 1954, the federal government declared November 11<sup>th</sup> as Veterans Day and designated it a federal legal holiday. Veterans Day is celebrated and commemorated in observance of those Americans serving or have served in the armed forces, for their honor, sacrifice, courage and dedication.

## **Consent Agenda (Item VII)**

The consent agenda contains the October 18, 2022, City Council Minutes. The consent agenda also contains a Petition and corresponding Resolution for Water Main Improvements to serve Homestead Senior Landing.

## **Appropriations Ordinance (Item VIII)**

This reporting period includes one payroll. Utility Maintenance Contractors installed 30 new water services for new construction homes and repaired a fire hydrant. A payment to Utility Service Co covered the annual maintenance contract for the north water tower and the quarterly maintenance contract charges for the south water tower. PD received the eight laptops and docking stations that were approved last year. This is reflected in the Equipment Reserve payment to CDWG totaling \$34,446.

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

Rosemarie Wood with NonprofitGO would like to introduce her company.

## **Emily Ryder Tree Board Appointment (Item A)**

The Tree Board has one remaining vacant position. Emily applied to be a member and Mayor Benage has spoken with her about the responsibilities. The term will be 4 years and ends in 2026.

## **Resolution creating a Gravel Roads Task Force (Item B)**

At the last council meeting, the decision was made to not move forward on paving roads in Aurora Park. A recommendation was made to create a committee of residents who could come up with possible solutions. Mayor Benage suggested a

Task Force be established for such a purpose. City Codes allow for the creation of a task force via a simple resolution. Included in your packet is a resolution creating the task force, objectives, members and other details. The resolution is on the agenda for input and final adoption.

### **Professional Agreement with Garver for Gravel Street Consulting (Item C)**

With the creation of a Gravel Roads Taskforce, there will be numerous suggestions being made to address the issues identified from the Aurora Park residents. As we have heard in the past, many ideas will come from different parts of the country, address certain issues, have associated costs for the city or residents, address short- or long-term issues and require some type of application. Staff does not have the time to vet each suggestion nor the expertise to judge the value for each option. In fact, staff has received numerous complaints as to their work product in maintaining gravel roads. Therefore, we need a non-biased engineering consultant who can attend meetings, review each option for effectiveness, costs, long versus short term solutions, availability of supplies and contractors. Since Garver completed the drainage study for Aurora Park and has been active in the gravel road discussions, staff felt they had the expertise needed for this project.

### **Cancellation of the Loyd Group Consulting Agreement (Item D)**

At the July 2<sup>nd</sup> Council meeting, the Loyd Group was hired to complete a financial audit of CCUA. Unfortunately, the firm has been extremely busy and was waiting for the Burns & McDonnell Performance Audit to be completed before starting the financial audit. Staff felt both the financial audit and performance audit could be completed during the same time. As a result, both Scot and staff agreed it was best for the Loyd group to bow out and allow another firm to take over the financial audit.

### **Financial Consulting Agreement with Burns & McDonnell (Item E)**

As a 50% member of CCUA, Bel Aire is responsible for debt service as well as operational costs for the treatment of sewage and water from the plant. Bond documents spell out cost sharing vaguely and CCUA has billed Bel Aire based on what Bel Aire staff feel is incorrect figures. After working with Burns & McDonnell for several months on the performance audit of CCUA, staff felt their financial division could easily complete the financial audit while the performance audit is being completed. The agreement included in your packet allows for that to occur and has been reviewed by the City Attorney.

### **Agreement with Baughman Engineering for a Water Main Extension in Homestead Senior Landing (Item F)**

With homestead needing water to serve their apartments, a water main extension is required. Since Baughman has handled all other design work for utilities, staff and the developer would like to use them for the water main extension. The fee



will be \$30,000 for design and inspections. That cost will be spread as special assessments to the benefiting area.

**Revised Use of City Hall Facilities Policy (Item G)**

Due to the amount of staff time required to manage city hall rentals and the minimum amount of revenue generated by rentals, the 2023 fee schedule removed city hall rentals. As a result, the use of city hall facilities policy needs revised to reflect no private rentals. However, uses by other groups are still permitted as requested by the governing body during discussions on this topic.

**Revised Media Policy (Item H)**

The original media policy adopted in 2007 addressed only the cable channel but has been revised several times to include new communication tools being utilized by the city. Over the last four years, the City has added YouTube and other social media tools so staff felt it was important to update the current policy.

**Executive Session (Item XIII)**

Staff has no need for an executive session

**Future Issues (Item XIV):**

The regularly scheduled November workshop falls on the 8<sup>th</sup> at 6:30 pm. Since that is election day, Mayor Benage has suggested the workshop be moved to Wednesday, November 9<sup>th</sup>.