



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
September 05, 2023 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

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

III. OPENING PRAYER: Mark Posson

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. **Minutes of the August 15, 2023 City Council meeting.**

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

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. **Consideration of Appropriations Ordinance 23-16 in the amount of \$925,612.51.**

Action: Motion to (approve / deny / table) Appropriations Ordinance 23-16.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

A. Woodlawn Construction Update - Pat Herman, Garver

IX. PUBLIC HEARING

- A. Revenue Neutral Rate - The purpose of the public hearing is to give property owners and other interested parties the opportunity to speak on exceeding the Revenue Neutral Rate of 36.409 mills.**

Action: Motion to close the public hearing.

Motion _____ Second _____ Vote _____

- B. Consideration of A Resolution Of The City Of Bel Aire, Kansas To Levy A Property Tax Rate Exceeding The Revenue Neutral Rate.**

Action: Motion to (approve/ deny / table) A Resolution Of The City Of Bel Aire, Kansas To Levy A Property Tax Rate Exceeding The Revenue Neutral Rate and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____

- C. 2024 City of Bel Aire Budget - The purpose of the public hearing is to give property owners and other interested parties the opportunity to speak on the proposed 2024 City of Bel Aire Budget.**

Action: Motion to close the public hearing.

Motion _____ Second _____ Vote _____

- D. Consideration of Approving the 2024 City of Bel Aire Budget.**

Action: Motion to (approve / deny / table) the 2024 City of Bel Aire Budget as (presented/ amended) and authorize all required signatures.

Motion _____ Second _____ Vote _____

- 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 the Following Actions related to Special Assessments:

- 1. Approval of the Statement of Final Costs, Assessment Roll Certification, Notice of Public Hearing, and Form of Notice of Hearing and Statement of Cost Proposed to be Assessed;**
- 2. Establish September 19, 2023 at 7:00 p.m. to meet for the purpose of hearing any and all written or oral objections to the respective assessments set forth therein;**
- 3. Authorize the publication by the City Clerk of Exhibit C (Notice of Public Hearing) in the official City newspaper, not less than 10 days prior to such public meeting date;**
- 4. Mail Exhibit D (Notice of Public Hearing and Statement of Cost Proposed to be Assessed) to each and all owners of property affected by such assessments at their last known post office address on the same date as the publication of Exhibit C (Notice of Public Hearing); and**
- 5. File each of said documents of record in the office of the City Clerk and make the same available for public inspection.**

Action: Motion to (approve / deny / table):

1. Approval of the Statement of Final Costs, Assessment Roll Certification, Notice of Public Hearing, and Form of Notice of Hearing and Statement of Cost Proposed to be Assessed;
2. Establish September 19, 2023 at 7:00 p.m. to meet for the purpose of hearing any and all written or oral objections to the respective assessments set forth therein;
3. Authorize the publication by the City Clerk of Exhibit C (Notice of Public Hearing) in the official City newspaper, not less than 10 days prior to such public meeting date;
4. Mail Exhibit D (Notice of Public Hearing and Statement of Cost Proposed to be Assessed) to each and all owners of property affected by such assessments at their last known post office address on the same date as the publication of Exhibit C (Notice of Public Hearing); and
5. File each of said documents of record in the office of the City Clerk and make the same available for public inspection.

Motion _____ Second _____ Vote _____

B.

Consideration of approving the Sidewalk Replacement Program of \$15,000.00 for Fiscal Year 2023.

Action: Motion to (approve / deny / table) the Sidewalk Replacement Program for 2023 at \$15,000.00 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration of a accepting a quote for water sampling station equipment. Four quotes were received:

<u>Suppliers</u>	<u>Quote Per Unit</u>	<u>Total Cost for 45 Units</u>
Hajoca	\$1,446.25	\$65,081.25
Core & Main	\$1,222.00	\$54,990.00
Wichita WinWater	\$1,104.66	\$49,709.70
Municipal Supply	\$1,100.00	\$49,500.00

Action: Motion to (accept / deny / table) the quote from _____ in the amount not to exceed _____ for water sampling station equipment.

Motion _____ Second _____ Vote _____

D. Consideration of an Agreement for Professional Services with Short Elliott Hendrickson (SEH) for Construction Observation services for the water, sanitary sewer, storm sewer and paving improvements to serve the first phase of Sunflower Commerce Park 3rd in the amount of \$236,000.

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

Motion _____ Second _____ Vote _____

E. Consideration of accepting a bid for Sunflower Commerce Park 3rd Overlot Grading Project. Three bids were received:

<u>Contractor</u>	<u>Total Bid</u>
<i>Engineer's Estimate</i>	<i>\$1,100,000.00</i>
Andale Construction	\$2,075,000.00
Mies Construction	\$1,361,659.10
Unruh Excavating	\$914,727.95

Action: Motion to (accept / deny / table) the bid from _____ in the amount of \$_____ for the Sunflower Commerce Park 3rd Overlot Grading Project and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

F. Consideration of the Change Order Request from Pearson Construction for Pedestrian Push Button Poles at 45th and Woodlawn in the amount of \$22,127.70.

Action: Motion to (approve / deny / table) the Change Order Request from Pearson Construction in the amount of \$22,127.70 for pedestrian push button poles at 45th and Woodlawn, and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

G. Consideration of a Supplemental Agreement for Professional Services with Garver for Construction Engineering services for the Woodlawn Project in the amount of \$199,297.70.

Action: Motion to (approve / deny / table) a Supplemental Agreement for Professional Services with Garver for Construction Engineering services for the Woodlawn Project in the amount of \$_____ and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

H. Consideration of the Change Order Request from Nowak Construction for additional backyard easement grading in the amount of \$29,624.93 in Cedar Pass.

Action: Motion to (approve / deny / table) the Change Order Request from Nowak Construction in the amount of \$29,624.93 for additional backyard easement grading in Cedar Pass and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

I. Consideration of accepting a bid for Cedar Pass Paving Improvements. Four bids were received:

<u>Contractor</u>	<u>Asphalt</u>	<u>Concrete</u>
<i>Engineer's Estimate</i>	\$746,040.00	\$746,040.00
APAC	\$649,328.35	\$747,030.35
Kansas Paving	\$578,085.10	\$650,739.86
Pearson	\$624,745.60	\$829,031.60
Prado	No Bid	\$692,678.40

Action: Motion to (accept / deny / table) the bid from _____ for (concrete / asphalt) paving in the amount of \$_____ for the Cedar Pass Paving Improvements and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

J. Consideration of a Consent and Agreement to Annexation by and between the City of Bel Aire, Kansas and James and Narnie Woolley.

Action: Motion to (approve/ deny / table) the Consent and Agreement to Annexation by and between the City of Bel Aire, Kansas and James and Narnie Woolley, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

K. Consideration of An Ordinance Annexing And Incorporating A Portion Of Section 20-26-2E Into The Boundaries Of The City Of Bel Aire, Kansas (Woolley property).

Action: Motion to (accept /deny / table) An Ordinance Annexing And Incorporating A Portion Of Section 20-26-2E Into The Boundaries Of The City Of Bel Aire, Kansas, and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____

L. Consideration of a Resolution of the governing body of the City of Bel Aire, Kansas making application in accordance with K.S.A. 74-4954b to become a participating employer in the Kansas Police and Fireman's Retirement System to provide for the inclusion of all currently eligible Police Officers and to transfer the membership of all Police Officers presently covered under the Kansas Public Employees Retirement System to the Kansas Police and Firemen's Retirement System.

Action: Motion to (accept / deny / table) a Resolution makes application in accordance with K.S.A. 74-4954b to become a participating employer in the Kansas Police and Fireman's Retirement System to provide for the inclusion of all currently eligible Police Officers and to transfer the membership of all Police Officers presently covered under the Kansas Public Employees Retirement System to the Kansas Police and Firemen's Retirement System effective _____, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XIII. EXECUTIVE SESSION

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

Motion _____ Second _____ Vote _____

XIV. DISCUSSION AND FUTURE ISSUES

A. Workshop - September 12th at 6:30 p.m.?

XV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments

A. Task Force Draft Minutes - August 2023

B. Manager's Report - September 5, 2023

Notice

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



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
August 15, 2023 7:00 PM



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

II. ROLL CALL

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

Also present were City Manger Ty Lasher, City Attorney Maria Schrock, City Engineer Anne Stephens, and Director of Public Works Marty McGee.

III. OPENING PRAYER: Terry Hedrick provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

A. Minutes of the August 1, 2023 City Council meeting.

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 23-15 in the amount of \$1,007,218.89.

MOTION: Councilmember Dehn moved to accept Appropriations Ordinance 23-15. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

VIII. CITY REQUESTED APPEARANCES: None.

IX. CITIZEN CONCERNS: No one spoke.

X. REPORTS

A. Council Member Reports

Councilmember Hamburg reported that she attended the most recent meetings of the Bel Aire Lion's Club and the K-254 Corridor Development Association. She also attended the National Night Out hosted by the Police Department, and she thanked volunteers for their work on the event.

Councilmember Welch reported that he attended the most recent K-254 Corridor Development Association meeting.

Councilmember Dehn reported that he also attended the K-254 Corridor Development Association meeting. He also attended National Night Out. Councilmember Dehn congratulated two Bel Aire Residents, Rebecca Armstrong and Kara Moment who were selected as fellows in the 2023 AARP Kansas State Walking College. Rebecca is organizing community walking events to be held the next couple of weekends and into fall.

B. Mayor's Report

Mayor Benage briefly noted that there has been a summer increase in COVID hospitalizations, and he urged the public to continue to follow good hygiene practices.

Mayor Benage briefly reported on National Night Out, a tour he took of the county's emergency communications center, and the latest WAMPO Policy Board meeting. He also attended the latest Utility Advisory Board (UAC) meeting and the K-254 Corridor Development Association meeting.

Volunteers are needed for the annual walk/bike count; interested people can call WAMPO at 316-779-1313. The Mayor is also currently searching for a replacement for a Planning Commission member who had to resign due to work commitments. He encouraged citizens to continue to support businesses on Woodlawn.

C. City Attorney Report

City Attorney Maria Schrock reported that she has been assisting the Planning and Development Department with multiple projects.

D. City Manager Report

City Manager Ty Lasher reported that the next City Council Meeting will be held on September 5th. City Offices will be closed on September 4th for Labor Day.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of extending the Homestead Senior Residences Bel Aire, LLC Project Exemption Certificate for the exemption from sales taxes during construction of the facility to January 31, 2024.

MOTION: Councilmember Smith moved to extend the Homestead Senior Residences Bel Aire, LLC Project Exemption Certificate for the exemption from sales taxes during construction of the facility to January 31, 2024, and authorize all required signatures. Councilmember Welch seconded the motion. *Motion carried 5-0.*

B. Consideration of Supplemental Agreement No 2 between City of Bel Aire and Professional Engineering Consultants, PA (PEC) for the Bel Aire Water/Wastewater Supply and Treatment Master Plan.

Sarah Unruh, Professional Engineering Consultants, PA, stood for questions from the Council.

MOTION: Councilmember Hamburg moved to approve Supplemental Agreement No 2 between City of Bel Aire and PEC for the Bel Aire Water/Wastewater Supply and Treatment Master Plan as presented and authorize the Mayor to sign. Councilmember Smith seconded the motion. *Motion carried 5-0.*

C. Consideration of the Change Order Request from Nowak Construction for the additional excavation and dewatering necessary for the pond construction in Cedar Pass in the amount of \$62,492.54.

Chris Bohm, Garver, stood for questions from the Council.

MOTION: Councilmember Smith moved to approve the Change Order Request from Nowak Construction in the amount of \$62,492.54 for the additional excavation and dewatering necessary for the pond construction in Cedar Pass and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. *Motion carried 5-0.*

D. Consideration of the Change Order Request from Pearson Construction for Pedestrian Push Button Poles at 45th and Woodlawn in the amount of \$22,127.70.

Jay Anglemeyer, MKEC, and City Engineer Anne Stephens stood for questions from the Council.

MOTION: Councilmember Hamburg moved to table the Change Order Request from Pearson Construction for pedestrian push button poles at 45th and Woodlawn. Councilmember Smith seconded the motion. *Motion carried 5-0.*

E. Consideration of approving the 2024 City of Bel Aire Budget for publication and establish a public hearing to exceed the revenue neutral rate and a public hearing on the budget at the Regular City Council meeting on September 5th, 2023 at 7:00 p.m.

Assistant City Manager Ted Henry gave a brief presentation and stood for questions from the Council.

MOTION: Councilmember Smith moved to approve the City of Bel Aire 2024 Budget as presented for publication and schedule a public hearing to exceed the revenue neutral rate and a public hearing on the budget at the Regular City Council meeting on

September 5th, 2023 at 7:00 p.m. Councilmember Dehn seconded the motion. **Motion carried 5-0.**

F. Consideration of A Charter Ordinance Exempting The City Of Bel Aire, Kansas, From The Provisions Of K.S.A. 12-1651, Providing Substitute Provisions Regarding The Designation Of The Official City Newspaper, And Amending And Restating Section 2.4.1., Chapter 2, Article 4 Of The Code Of The City Of Bel Aire, Kansas.

City Manager Ty Lasher gave a brief presentation and took questions from the Council.

MOTION: Councilmember Hamburg moved to approve A Charter Ordinance Exempting The City Of Bel Aire, Kansas, From The Provisions Of K.S.A. 12-1651, Providing Substitute Provisions Regarding The Designation Of The Official City Newspaper, And Amending And Restating Section 2.4.1., Chapter 2, Article 4 Of The Code Of The City Of Bel Aire, Kansas and authorize the Mayor to sign. Councilmember Welch seconded the motion.

Roll Call Vote:

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

Motion carried 6-0.

G. Consideration of a proposal from Bob Bergkamp Construction to return 53rd Street from Oliver to Woodlawn to a gravel road at a cost not to exceed \$33,000.00 and to be completed by September 1, 2023.

Anne Stephens, City Engineer, and Marty McGee, Director of Public Works, stood for questions from the Council.

MOTION: Councilmember Dehn moved to approve the proposal from Bob Bergkamp Construction to return 53rd Street from Oliver to Woodlawn to a gravel road at a cost not to exceed \$33,000.00 and completed by September 1, 2023 and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. **Motion carried 5-0.**

XII. EXECUTIVE SESSION

MOTION: Councilmember Smith to go into executive session for the sole purpose of discussion the subject of: non-elected personnel, pursuant to the KSA 75-4319 exception for: non-elected personnel. Invite in the City Council only. The meeting will be for a period of 10 minutes, and the open meeting resuming in City Council Chambers at 8:51 p.m. Councilmember Dehn seconded the motion. **Motion carried 5-0.**

The Council then held an executive session. At 8:51 p.m. Mayor Benage called the meeting back to order. He stated no binding action had been taken.

XIII. DISCUSSION AND FUTURE ISSUES

The Council briefly discussed the agenda for the next workshop and councilmembers requested an update on Woodlawn construction progress at the next regular Council meeting.

XIV. ADJOURNMENT

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

CITY OF BEL AIRE		
AP ORD 23-16		
Vendor and Payroll Checks 08/09-08/29/23		
1-800-FLOWERS.COM,INC.	FLOWERS:SCHMIDT	\$ 74.01
ABBY WEIKAL	REC REFUND:HOT DAWG POOL PTY	\$ 5.00
ADOBE	P FONSECA NEW LICENSE	\$ 263.89
AFLAC	EMPLOYEE MONTHLY PREMIUM	\$ 854.44
AGH	2023 AUDIT PROGRESS	\$ 6,059.22
APEX EXCAVATING	CEDAR PASS PH1 SS	\$ 47,128.53
ARK VALLEY NEWS	BREEZE AD;LEGAL PUBLICATIONS	\$ 1,159.84
AT&T - U-VERSE	INTERNET BACKUP	\$ 150.00
ATLAS ELECTRIC LLC	CP POND LIGHTS/PUMPS REPAIR; POOL LIGHT, REC DOOR	\$ 1,392.33
AXON ENTERPRISES, INC	TASER INSTRUCTOR TRAINING	\$ 495.00
BADGER DAYLIGHTING CORP	45TH/WOODLAWN:LOCATE UTILITES	\$ 4,530.56
BAILEY JENKINS	REC REFUND:OUTDOOR SOCCER	\$ 38.00
BANK OF NEW YORK	541071:08/23 O&M /DEBT SVC	\$ 194,558.14
BEALL & MITCHELL, LLC	08/23 JUDGE TERRY BEALL	\$ 1,237.98
BEST BUY	AV ROOM SOFTWARE	\$ 161.24
BLUE CROSS AND BLUE SHIEL	09/23 ID:0421210	\$ 52,787.87
CHARLIES CAR WASH LLC	FLEET CAR WASH	\$ 100.00
CHIPOTLE	PLANNING COMMISH WORKSHOP MEAL	\$ 192.00
COMPLIANCEVENT.NET	AI-ACCTG TRAINING-HENRY	\$ 199.00
COOPER LAW OFFICES LLC	CRT APPOINTED ATTY SVC	\$ 1,000.00
COX COMMUNICATION:WATER T	I.T.BACKUP:WATER TOWER	\$ 154.95
COX COMMUNICATIONS:CH	INTERNET/PHONE SVC	\$ 862.94
COX COMMUNICATIONS:PBWRKS	INTERNET/PHONE SVC	\$ 292.49
COX COMMUNICATIONS:REC	INTERNET/PHONE SVC	\$ 194.64
CRYSTAL BUSH	REC REFUND:HOT DAWG POOL PTY	\$ 10.00
CULLIGAN OF WICHITA	WATER SERVICE	\$ 51.70
DELTA DENTAL PLAN OF KANS	09/23 MONTHLY PREMIUM	\$ 2,786.12
DIGITAL OFFICE SYSTEMS	OVERAGE 06/27-07/26/23	\$ 65.17
DILLONS	EMPLOYEE OF THE QTR RECOGNITIO	\$ 132.15
DOLLAR GENERAL #21238	PZ MTG SUPPLIES	\$ 15.35
DOLLAR TREE	EMPLOYEE OF THE QTR; CAMP SUPPLIES	\$ 1.34
DOMINIQUE SHANNON	WITNESS FEE PAYMENT	\$ 10.00
DOMINOS	STAFF TRAINING	\$ 59.65
ELLIOTT ELECTRIC SUPPLY	CH LIGHT BULBS	\$ 433.26
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 562.00
EVERGY - STREET LIGHTS	ELEC SVC:STREET LIGHTING	\$ 7,755.30
FICA/FEDERAL W/H	FED/FICA TAX	\$ 25,174.08
FIRESTONE	FLEET MAINTENANCE	\$ 285.94
FOP LEGAL DEFENSE PLAN	PD LEGAL DEFENSE PLANS	\$ 216.00
GALAXIE BUSINESS EQUIPMEN	OFFICE FURNITURE-FINANCE	\$ 4,195.50
GALLS, LLC	PD UNIFORMS/SUPPLIES	\$ 195.25
GARVER	45TH ST:OLIVER-WOODLAWN DISCOV	\$ 136,011.65

GREENWOOD, GRANT	PER DIEM: INTERMED CRIME SCENE	\$ 360.18
HARBOR FREIGHT TOOLS882	SAW BLADES	\$ 13.98
HAWKS INTER-STATE PESTMAS	08/23:PEST CONTROL:REC	\$ 174.52
HENRY, TED-REIMB	AV COMPUTER MONITOR	\$ 109.99
IMA, INC.	HEALTH BENEFITS ADMIN SEP #12	\$ 833.00
IMAGINE IT, INC	MONTHLY COMPUTER SUPPORT, PZ COMPUTER, REC LAPTOP	\$ 10,374.63
INDEED JOBS	PD JOB POSTINGS	\$ 80.00
INFOSEND	UTILITY NOTICES POSTAGE x2 MTHS	\$ 2,049.00
INTERLINGUAL INTERPRETING	COURT INTERPRETER 06/07/23	\$ 141.44
JASON ACKERMAN	REC REFUND:OUTDOOR SOCCER	\$ 38.00
JASONS DELI	SR PLANNING MTG MEAL	\$ 63.54
KANSAS GAS-CH	GAS SVC:CH	\$ 125.86
KANSAS GAS-POOL	GAS SVC:POOL	\$ 48.77
KANSAS GAS-PUMPHOUSE 4105	GAS SVC:PUMPHOUSE	\$ 27.48
KANSAS GAS-REC	GAS SVC:REC	\$ 93.45
KANSAS GOLF AND TURF-WICH	MOWER PART	\$ 20.87
KANZA CO-OPERATIVE ASSOC	BULK FUEL	\$ 2,574.00
KRISTI BLEICH	REC REFUND: HOT DAWG POOL PTY	\$ 5.00
KS ASSOC COURT MANAGEMENT	KACM CONF:NYGAARD	\$ 125.00
KS DEPT H/E:WA/SEWER LOAN	C20 1959-01:SEWER LOAN DEBT SV	\$ 15,844.72
KS DEPT OF LABOR:EMPLYMNT	2ND QTR 2023 UNEMPLOYMENT	\$ 1,041.76
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,288.01
KS DEPT REVENUE:SALES TAX	07/23 SALES TAX	\$ 1,112.85
KS PEACE OFFICERS' ASSOC	KPAO CONF:FOXX	\$ 350.00
KS PUBLIC EMPL RETIRE SYS	KPERS	\$ 15,820.41
KS TREASURER - COURT FEES	07/23:COURT FEES	\$ 2,871.39
KSJOA	KSJOA 2023 CONF:V CRICE	\$ 250.00
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	\$ 1,000.00
LEAGUE OF KS MUNICIPALITI	LKM CONF:M SCHROCK	\$ 450.00
LEASE FINANCE PARTNERS	36822QT:08/23:PD COPIER	\$ 141.38
LESLIES POOL SPLY	CHEMICAL REAGENTS	\$ 29.57
MARY JOHNSON	REC REFUND:HOT DAWG POOL PTY	\$ 10.00
MAXIMUM OUTDOOR EQUIPM	STREET ROLLER-SERVICE	\$ 128.93
MCCOSKEY, CRAIG A	CONTRACT MOWING	\$ 400.00
MCDONALD TINKER PA	LEGAL:NEW CUA AGREEMENT	\$ 2,069.50
MEGHAN GALYON	REC REFUND:HOT DAWG POOL PTY	\$ 5.00
MELISSA MILLER	REC REFUND:HOT DAWG POOL PTY	\$ 5.00
MENARDS WICHITA EAST KS	SAMPLER SHED-39TH ST LIFT STAT	\$ 559.15
MICHAELS STORES	SUMMER CAMP SUPPLIES	\$ 43.97
MODIFY LOGIC	LASERFICHE:SERVICE HOURS	\$ 4,320.00
MURPHY TRACTOR EQUIP 01	GRADER BLADES	\$ 715.54
NATIONAL SIGN COMPANY, IN	SIGNS, MATERIALS/SUPPLIES	\$ 481.81
NOWAK CONSTRUCTION CO INC	CEDAR PASS WATER/SWS; HOMESTEAD SEWAGE PUMPING	\$ 234,649.89
PACE ANALYTICAL SERVICES	SW:SUSPENDED SOLIDS TESTING	\$ 692.00
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 889.81

PEC	BA WATER/SEWER MASTER PLAN; ZONING MAP, WATER GIS	\$ 9,810.00
PITNEY BOWES PURCHASE POW	MONTHLY POSTAGE	\$ 1,000.00
POSTMASTER	08/23 POSTAGE:UTILITY BILLS	\$ 965.32
PREMIER POOLS PLUS	POOL CLOSING 2023	\$ 750.00
SAMS CLUB	CAMP, SR SUPPLIES, POOL CONCES	\$ 596.20
SARA GUZMAN	REC REFUND:HOT DAWG POOL PTY	\$ 5.00
SEDG CO DEPT FINANCE/JAIL	07/23 PRISONER HOUSING FEES	\$ 344.50
SEDGWICK CO TAG OFFICE	PZ 2023 F150 TAG	\$ 34.35
SEWING & EMBROIDERY WORKS	EMBROIDER STAFF APPAREL	\$ 190.50
SIGNS NOW 124	PZ INSPECTOR GRAPHIC	\$ 135.86
SIMPLE CLEAN	09/23 JANITORIAL SVC:REC, PW, CH	\$ 2,824.60
SITEONE LANDSCAPE S	PARK HERBACIDES	\$ 1,005.84
SOD SHOP	CH SOD AND EGG ROCK	\$ 3,240.00
SPECTRUM PROMOTIONAL PROD	BEL AIRE TIES x100	\$ 2,018.01
SUMNERONE	COPIERS CONTRACTS/SUPPLIES	\$ 470.82
SUN LIFE FINANCIAL - VOLU	09/23 VOLUNTARY LIFE PYMNT	\$ 650.92
SUPERIOR RENTS-WICHITA	STREET ROLLER RENTAL 53RD ST	\$ 797.67
SURENCY	09/23 VISION INSURANCE	\$ 495.34
SYDNEY MARTENS	RESTITUTION PYT 5	\$ 150.00
TCS TRAFFIC CONTROL SERV	PZ 2023 F150 LIGHTS	\$ 4,726.54
THE HOME DEPOT #2204	PW CLEANING SUPPLIES	\$ 519.28
THE RADAR SHOP	RADAR REPAIR	\$ 327.00
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES	\$ 6,409.47
USPS PO 1946750085	MAIL WATER SAMPLES	\$ 42.30
VERSASPORT	CP PARK SURFACE REPAIR:DEPOSIT	\$ 3,307.00
VISION ALLIANCE MARKETING	07/23 COURT SERVICES OFFICER	\$ 500.00
WALMART	SUMMER CAMP SUPPLIES	\$ 439.10
WEX BANK	FLEET FUEL	\$ 3,964.38
WHITE STAR MACHINERY	PW EDGER PARTS	\$ 207.51
WICHITA BAR ASSOCIATION	WICHITA WOMENS ATTY AS-SCHROCK	\$ 36.05
WICHITA BASEBALL	SUMMER CAMP OUTING	\$ 592.00
WICHITA TRACTOR	REC:TRACTOR LOADER PARTS	\$ 218.96
WSU-CONTINUING ED	KSGFOA CONF:T HENRY	\$ 270.00
PAYROLL CHECKS	PAYROLL CHECKS ON 08/16/2023	\$ 80,449.52
	CLAIMS TOTAL	\$ 925,612.51

AK.
AUG 30 2023

From: [mike.borchard](#) [REDACTED]
Sent: Tuesday, August 29, 2023 1:54 PM
To: Jim Benage <JBenage@belaireks.gov>
Subject: Revenue Nuetral public hearing input

Hello,
Please vote for the revenue neutral tax rate of 36.409 or a maximum rate of 37.501 which is 5% increase. It would be a welcome comfort to your taxpayers on a fixed income.

Thanks,
Mike

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF BEL AIRE, KANSAS
TO LEVY A PROPERTY TAX RATE
EXCEEDING THE REVENUE NEUTRAL RATE**

WHEREAS, the Revenue Neutral Rate for the City of Bel Aire was calculated as 36.409 mills by the Sedgwick County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Bel Aire will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on September 5, 2023 allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Bel Aire, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

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

The City of Bel Aire shall levy a property tax rate exceeding the Revenue Neutral Rate of 36.409 mills.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED this _____ day of _____, 2023 and **SIGNED** by the Mayor.

Mayor

Attested:

City Clerk

2024

CERTIFICATE
To the Clerk of Sedgwick County, State of Kansas
We, the undersigned, officers of
City of Bel Aire

certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the
maximum expenditures for the various funds for the year 2024; and
(3) the Amount(s) of 2023 Ad Valorem Tax are within statutory limitations.

		2024 Adopted Budget		
		Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	Final Tax Rate (County Clerk's Use Only)
Table of Contents:		Page No.		
Allocation of MVT, RVT, and 16/20M Vehicle T		2		
Schedule of Transfers		3		
Statement of Indebtedness		4		
Statement of Lease-Purchases		5		
Fund	K.S.A.			
General	12-101a	6	11,530,715	4,370,478
Debt Service	10-113			
Library	12-1220			
Special Highway		7	1,487,259	
Water Utility		7	4,356,812	
Sewer Utility		8	4,710,823	
Bond & Interest		8	3,736,830	
Storm Water Utility		9	106,491	
Solid Waste Utility		9	835,000	
Land Bank		10	5,000	
		10		
Non-Budgeted Funds-A		11		
Non-Budgeted Funds-B		12		
Totals		xxxxx	26,768,930	4,370,478
Budget Hearing Notice				County Clerk's Use Only
Combined Rate and Budget Hearing Notice		13		
RNR Hearing Notice				
Neighborhood Revitalization				Nov 1, 2023 Total Assessed Valuation

Revenue Neutral Rate 36.409

Assisted by:

Address:

Email:

Attest: 2023

County Clerk

Governing Body

CPA Summary

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

Budgeted Funds for 2023	Ad Valorem Levy Tax Year 2022	Allocation for Year 2024				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	3,700,561	450,000	3,606	612	10,016	1,500
Debt Service						
Library						
TOTAL	3,700,561	450,000	3,606	612	10,016	1,500

County Treas Motor Vehicle Estimate	450,000					
County Treas Recreational Vehicle Estimate		3,606				
County Treas 16/20M Vehicle Estimate			612			
County Treas Commercial Vehicle Tax Estimate				10,016		
County Treas Watercraft Tax Estimate						1,500

Motor Vehicle Factor	0.12160					
Recreational Vehicle Factor		0.00097				
16/20M Vehicle Factor			0.00017			
Commercial Vehicle Factor				0.00271		
Watercraft Factor						0.00041

2024

Schedule of Transfers

Totals	4,206,848	4,960,768	6,890,204
Adjustments*			
Adjusted Totals	4,206,848	4,960,768	6,890,204

*Note: Adjustments are required only if the transfer is being made in 2023 and/or 2024 from a non-budgeted fund.

City of Bel Aire

2024

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2023	Date Due		Amount Due 2023		Amount Due 2024	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
SERIES 2014A	7/15/2014	10/1/2034	2.0-3.8	1,100,000	715,000	4/1 - 10/1	10/1	24,863	50,000	23,313	50,000
SERIES 2015A	4/29/2015	11/1/2027	2.0-2.5	5,390,000	1,545,000	5/1 - 11/1	11/1	34,088	295,000	28,188	300,000
SERIES 2015B	4/30/2015	11/1/2027	1.5-3.3	575,000	200,000	5/1 - 11/1	11/1	6,100	40,000	5,000	40,000
SERIES 2015D	10/1/2015	11/1/2036	2.0-3.0	3,960,000	2,945,000	5/1 - 11/1	11/1	90,900	185,000	87,300	185,000
SERIES 2015E	10/1/2015	11/1/2036	1.5-4.0	220,000	165,000	5/1 - 11/1	11/1	7,665	10,000	7,305	10,000
SERIES 2016A	11/22/2016	11/1/2037	2.0-4.0	2,820,000	2,080,000	5/1 - 11/1	11/1	60,150	155,000	57,050	155,000
SERIES 2017A	11/21/2017	11/1/2038	3.0-3.1	5,545,000	4,550,000	5/1/ - 11/1	11/1	137,100	265,000	129,150	270,000
SERIES 2019A	11/21/2019	11/1/2040	2.0-3.0	6,060,000	5,585,000	5/1/ - 11/1	11/1	134,360	250,000	126,860	255,000
SERIES 2019B	11/21/2019	11/1/2029	1.9-2.5	1,430,000	1,030,000	5/1/ - 11/1	11/1	23,465	140,000	20,595	140,000
SERIES 2020B	11/2/2020	11/1/2041	1.4-2.0	3,650,000	3,090,000	5/1/ - 11/1	11/1	58,545	295,000	52,645	295,000
SERIES 2021A	7/6/2021	11/1/2034	2.0-4.0	5,135,000	4,740,000	5/1/ - 11/1	11/1	165,250	475,000	146,250	500,000
SERIES 2021C	11/16/2021	11/1/2041	2.1-4.0	2,440,000	2,345,000	5/1/ - 11/1	11/1	65,956	90,000	63,256	95,000
SERIES 2022A	7/30/2022	11/1/2043	2.7-4.2	3,635,000	3,635,000	5/1/ - 11/1	11/1	159,481	0	145,719	120,000
Total G.O. Bonds					32,625,000			967,923	2,250,000	892,630	2,415,000
Revenue Bonds:											
PBC SERIES 2014A	12/18/2014	2/1/2030	2.0-4.0	3,050,000	1,820,000	2/1 - 8/1	2/1	68,800	200,000	60,700	205,000
PBC SERIES 2014B	12/18/2014	2/1/2030	2.0-4.6	1,120,000	640,000	2/1 - 8/1	2/1	25,078	80,000	21,984	85,000
PBC SERIES 2021	5/18/2021	5/1/2034	2.0-2.2	13,195,000	12,295,000	5/1 -11/1	5/1	240,160	915,000	221,660	935,000
Total Revenue Bonds					14,755,000			334,038	1,195,000	304,344	1,225,000
Other:											
GO TN SERIES 2020A	6/15/2020	12/1/2023	1.25	1,985,000	1,985,000	6/1 -12/1	12/1	24,813	1,985,000	0	0
GO TN SERIES 2020C	11/2/2020	12/1/2023	0.55	3,195,000	3,195,000	6/1 -12/1	12/1	13,419	3,195,000	0	0
GO TN SERIES 2021B	7/6/2021	12/1/2024	0.38	9,850,000	9,850,000	6/1 -12/1	12/1	36,938	0	36,938	9,850,000
GO TN SERIES 2022B	7/30/2022	12/1/2025	3.00	9,085,000	9,085,000	6/1 -12/1	12/1	321,003	0	272,550	0
2014 KPWSLF (WATER)	8/1/2014	2/1/2034	2.16	843,895	523,040	2/1-8/1	2/1-8/1	9,556	41,713	8,565	41,949
2014 KWPCRLF (SEWER)	9/1/2014	3/1/2034	2.12	535,980	320,874	3/1-9/1	3/1-9/1	6,151	26,047	5,433	25,530
2015 KDOT RAIL LOAN	10/1/2015	9/1/2025	2.00	465,247	120,717	MP	MP	2,008	44,517	1,185	45,340
Total Other					25,079,631			413,888	5,292,277	324,670	9,962,819
Total Indebtedness					72,459,631			1,715,849	8,737,277	1,521,644	13,602,819

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION*

Item Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance On Jan 1, 2023	Payments Due 2023	Payments Due 2024
Totals					0	0	0

***If leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.

2024

Adopted Budget General	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	3,527,815	3,798,513	2,725,402
Receipts:			
Ad Valorem Tax	3,336,694	3,700,561	xxxxxxxxxxxxxxxxxxx
Delinquent Tax	17,466	20,619	20,000
Motor Vehicle Tax	474,480	450,000	450,000
Recreational Vehicle Tax	3,750	4,284	3,606
16/20M Vehicle Tax	597	483	612
Commercial Vehicle Tax	11,123	10,569	10,016
Watercraft Tax	1,773	1,734	1,500
Gross Earning (Intangible) Tax			0
LAVTR			0
City and County Revenue Sharing			0
County Sales Tax	1,805,999	1,886,088	1,904,949
Franchise Fees	808,745	872,905	924,699
Fines and Fees	120,936	149,504	155,800
Permits and Licenses	1,012,523	404,284	624,334
Recreation	86,787	75,500	77,000
Pool	33,131	37,500	37,500
Grants	64,205	90,309	71,232
Rental Income	44,815	42,371	36,000
In Lieu of Taxes (IRB)			
Interest on Idle Funds	25,622	66,000	60,000
Neighborhood Revitalization Rebate			0
Miscellaneous	20,190	57,306	57,588
Does miscellaneous exceed 10% Total Rec			
Total Receipts	7,868,836	7,870,017	4,434,836
Resources Available:	11,396,651	11,668,530	7,160,238

FUND PAGE - GENERAL

General

CPA Summary

City of Bel Aire

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Highway	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	238,852	275,615	218,550
Receipts:			
State of Kansas Gas Tax	228,748	226,260	224,580
County Transfers Gas	101,498	99,670	98,920
Transfer FROM Solid Waste	100,000	100,000	200,000
Transfer FROM General Fund	0	0	995,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	430,246	425,930	1,518,500
Resources Available:	669,098	701,545	1,737,050
Expenditures:			
Salaries & Benefits	84,285	100,267	107,645
Contractual Obligations	125,219	128,574	129,914
Commodities	158,770	149,154	149,700
Capital Outlays	25,209	105,000	1,100,000
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	393,483	482,995	1,487,259
Unencumbered Cash Balance Dec 31	275,615	218,550	249,791
2022/2023/2024 Budget Authority Amount	401,420	476,421	1,487,259

See Tab C

Adopted Budget

Water Utility	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	2,411,459	2,408,375	2,110,874
Receipts:			
Utility Income	3,616,510	3,641,978	3,732,777
Interest on Idle Funds	22,123	60,000	50,000
Miscellaneous	23,488	10,000	10,000
Does miscellaneous exceed 10% Total Rec			
Total Receipts	3,662,121	3,711,978	3,792,777
Resources Available:	6,073,580	6,120,353	5,903,651
Expenditures:			
Salaries & Benefits	342,142	387,103	425,179
Contractual Obligations	1,956,396	2,193,225	2,421,477
Commodities	559,459	527,600	627,300
Capital Outlays	495,861	600,000	0
Debt Service	51,715	51,715	51,715
Transfers TO Bond & Interest	159,632	99,836	156,141
Transfers TO Equipment Reserve	100,000	150,000	150,000
Transfers TO Water Reserve	0	0	525,000
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	3,665,205	4,009,479	4,356,812
Unencumbered Cash Balance Dec 31	2,408,375	2,110,874	1,546,839
2022/2023/2024 Budget Authority Amount	3,679,246	3,544,187	4,356,812

See Tab C

CPA Summary

City of Bel Aire

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Sewer Utility	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	2,886,057	3,172,617	2,846,728
Receipts:			
Sewer Utility Income	3,041,275	3,028,391	3,049,688
Interest on Idle Funds	32,299	75,000	75,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	3,073,574	3,103,391	3,124,688
Resources Available:	5,959,631	6,276,008	5,971,416
Expenditures:			
Salaries & Benefits	370,359	396,389	449,664
Contractual Obligations	1,431,180	1,553,335	1,693,781
Commodities	388,636	497,000	441,700
Capital Outlays	265,845	650,000	0
Debt Service	31,689	31,689	31,689
Transfers TO Bond & Interest	199,305	150,867	173,989
Trasfers TO Equipment Reserve	100,000	150,000	150,000
Trasfers TO Sewer Reserve	0	0	1,770,000
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	2,787,014	3,429,280	4,710,823
Unencumbered Cash Balance Dec 31	3,172,617	2,846,728	1,260,593
2022/2023/2024 Budget Authority Amount	3,303,438	3,094,458	4,710,823

See Tab C

Adopted Budget

Bond & Interest	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	498,401	395,108	563,599
Receipts:			
Special Assessments	2,152,492	2,307,075	2,293,475
Delinquent Special Assessments	32,477	119,478	50,000
Bond Proceeds	164,481	238,440	189,200
Transfers FROM General Fund	593,395	640,695	779,421
Transfer FROM Water	159,632	99,836	156,141
Transfer FROM Sewer	199,305	150,867	173,989
Interest on Idle Funds	23,974	30,204	20,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	3,325,756	3,586,595	3,662,226
Resources Available:	3,824,157	3,981,703	4,225,825
Expenditures:			
Debt Service Principal	2,505,000	2,317,100	2,415,000
Debt Service Interest	924,049	1,101,004	1,321,830
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	3,429,049	3,418,104	3,736,830
Unencumbered Cash Balance Dec 31	395,108	563,599	488,995
2022/2023/2024 Budget Authority Amount	3,502,823	3,418,104	3,736,830

CPA Summary

City of Bel Aire

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Storm Water Utility	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	308,957	393,648	34,491
Receipts:			
Storm Water Utility Income	90,444	92,000	97,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	90,444	92,000	97,000
Resources Available:	399,401	485,648	131,491
Expenditures:			
Contractual Obligations	3,977	5,000	5,000
Capital Outlays	1,776	446,157	101,491
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	5,753	451,157	106,491
Unencumbered Cash Balance Dec 31	393,648	34,491	25,000
2022/2023/2024 Budget Authority Amount	244,715	451,157	106,491

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Solid Waste Utility	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	245,818	264,145	249,968
Receipts:			
Trash Fees Collected	454,129	480,000	504,000
Recycle Fees Collected	150,782	150,000	156,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	604,911	630,000	660,000
Resources Available:	850,729	894,145	909,968
Expenditures:			
Contractual Services	486,584	544,177	635,000
Transfers TO Special Highway	100,000	100,000	200,000
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	586,584	644,177	835,000
Unencumbered Cash Balance Dec 31	264,145	249,968	74,968
2022/2023/2024 Budget Authority Amount	634,193	644,177	835,000

CPA Summary

City of Bel Aire

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Land Bank	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	1,619,588	5,184,763	5,854,328
Receipts:			
Land Sales	3,603,459	401,147	0
Transfer FROM General Fund	135,000	135,000	0
Interest on Idle Funds	23,934	138,418	125,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	3,762,393	674,565	125,000
Resources Available:	5,381,981	5,859,328	5,979,328
Expenditures:			
Special Assessments	196,869	5,000	5,000
Contractual Obligations	349	0	0
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	197,218	5,000	5,000
Unencumbered Cash Balance Dec 31	5,184,763	5,854,328	5,974,328
2022/2023/2024 Budget Authority Amount	237,500	200,000	5,000

Adopted Budget

0	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	0
2022/2023/2024 Budget Authority Amount	0	0	0

CPA Summary

0

NON-BUDGETED FUNDS (A)
(Only the actual budget year for 2022 is reported)

2024

Non-Budgeted Funds-A

(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:		
Capital Improvement Reserve		Equipment Reserve		Capital Projects		Trustee (PBC)		Police Forfeiture		
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Jan 1	751,440	Cash Balance Jan 1	588,088	Cash Balance Jan 1	3,937,798	Cash Balance Jan 1	168,845	Cash Balance Jan 1	3,653	5,449,824
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Transfer In	1,400,000	Transfer In	300,000	Bond Proceeds	12,574,775	Transfers In	1,319,516			
Miscellaneous	28,322	Miscellaneous	22,220	Other	68,041	Rents	63,591			
				Intergovernmental	572,659					
Total Receipts	1,428,322	Total Receipts	322,220	Total Receipts	13,215,475	Total Receipts	1,383,107	Total Receipts	0	16,349,124
Resources Available:	2,179,762	Resources Available:	910,308	Resources Available:	17,153,273	Resources Available:	1,551,952	Resources Available:	3,653	21,798,948
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Capital Outlay	453,240	Capital Outlay	435,632	Capital Projects	5,911,264	Bond Principal	1,170,000			
				Temp Note Principal	2,903,636	Bond Interest	357,241			
				Temp Note Interest	129,682	Miscellaneous	2,458			
				Cost of Issuance	189,405					
Total Expenditures	453,240	Total Expenditures	435,632	Total Expenditures	9,133,987	Total Expenditures	1,529,699	Total Expenditures	0	11,552,558
Cash Balance Dec 31	1,726,522	Cash Balance Dec 31	474,676	Cash Balance Dec 31	8,019,286	Cash Balance Dec 31	22,253	Cash Balance Dec 31	3,653	10,246,390 **
									10,246,390 **	

**Note: These two block figures should agree.

CPA Summary

2024

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of

City of Bel Aire

will meet on 09/05/2023 at 7:00 pm at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate.

Detailed budget information is available at City Hall, www.belaireks.gov and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2024 Expenditures and Amount of 2023 Ad Valorem Tax establish the maximum limits of the 2024 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2022		Current Year Estimate for 2023		Proposed Budget for 2024		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	7,598,138	43.565	8,943,128	43.462	11,530,715	4,370,478	43.000
Debt Service							
Library							
Special Highway	393,483		482,995		1,487,259		
Water Utility	3,665,205		4,009,479		4,356,812		
Sewer Utility	2,787,014		3,429,280		4,710,823		
Bond & Interest	3,429,049		3,418,104		3,736,830		
Storm Water Utility	5,753		451,157		106,491		
Solid Waste Utility	586,584		644,177		835,000		
Land Bank	197,218		5,000		5,000		
Non-Budgeted Funds-A	11,552,558						
Non-Budgeted Funds-B							
Totals	30,215,002	43.565	21,383,320	43.462	26,768,930	4,370,478	43.000
Revenue Neutral Rate**							36.409
Less: Transfers	4,206,848		4,960,768		6,890,204		
Net Expenditure	26,008,154		16,422,552		19,878,726		
Total Tax Levied	3,397,681		3,700,561		xxxxxxxxxxxxxxxxxxx		
Assessed							
Valuation	77,990,661		85,144,838		101,639,465		
Outstanding Indebtedness,							
January 1,	2021		2022		2023		
G.O. Bonds	31,960,000		31,495,000		32,625,000		
Revenue Bonds	19,920,000		15,925,000		14,755,000		
Other	4,990,000		18,964,597		25,079,631		
Lease Purchase Principal	0		0		0		
Total	56,870,000		66,384,597		72,459,631		

*Tax rates are expressed in mills

** Revenue Neutral Rate as defined by KSA 79-2988

Jim Benage

Official Title: Mayor

Public notice

(Published in The Ark Valley News Aug. 24, 2023.)

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of
City of Bel Aire

will meet on 09/05/2023 at 7:00 pm at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate. Detailed budget information is available at City Hall, www.belairesks.gov and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2024 Expenditures and Amount of 2023 Ad Valorem Tax establish the maximum limits of the 2024 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2022		Current Year Estimate for 2023		Proposed Budget for 2024		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	7,598,138	43.565	8,943,128	43.462	11,530,715	4,370,478	43.000
Debt Service							
Library							
Special Highway	393,483		482,995		1,487,259		
Water Utility	3,665,205		4,009,479		4,356,812		
Sewer Utility	2,787,014		3,429,280		4,710,823		
Bond & Interest	3,429,049		3,418,104		3,736,830		
Storm Water Utility	5,753		451,157		106,491		
Solid Waste Utility	586,584		644,177		835,000		
Land Bank	197,218		5,000		5,000		
Non-Budgeted Funds-A	11,552,558						
Non-Budgeted Funds-B							
Totals	30,215,002	43.565	21,383,320	43.462	26,768,930	4,370,478	43.000
Revenue Neutral Rate**							36.409
Less: Transfers	4,206,848		4,960,768		6,890,204		
Net Expenditure	26,008,154		16,422,552		19,878,726		
Total Tax Levied	3,397,681		3,700,561		XXXXXXXXXXXXXXXXXX		
Assessed Valuation	77,990,661		85,144,838		101,639,465		
Outstanding Indebtedness, January 1,	2021		2022		2023		
G.O. Bonds	31,960,000		31,495,000		32,625,000		
Revenue Bonds	19,920,000		15,925,000		14,755,000		
Other	4,990,000		18,964,597		25,079,631		
Lease Purchase Principal	0		0		0		
Total	56,870,000		66,384,597		72,459,631		

*Tax rates are expressed in mills

** Revenue Neutral Rate as defined by KSA 79-2988

Jim Benage
Official Title: Mayor

Affidavit of Publication

STATE OF KANSAS.
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 24th day of Aug, 2023, with subsequent publications being made on the following dates:

_____ 2023 _____ 2023
_____ 2023 _____ 2023
_____ 2023 _____ 2023

Subscribed and sworn to before me this 24 day of Aug, 2023.

My commission expires _____

Additional copies \$ _____

Printer's fee \$ 4.24.24

Bel Aire, KS | Official Website

belaireks.gov

auditKansas Department...draft

STREET CLOSURE

53rd Street from Oliver to Woodlawn Closed
[Read On...](#)

Woodlawn Road Closure at the Railroad Tracks starting April 19th
[Read On...](#)

CITY HALL: 7651 E. Central Park Avenue | Phone: 316-744-2451 | Hours: M-Th: 8:00 AM-5:30 PM, F: 8:00 AM-1 PM | [Contact Us](#)

City of Bel Aire

GOVERNMENTSERVICESCOMMUNITYBUSINESSHOW DO I...

Vacation Watch Request

Sign up for Notifications & Alerts

Swimming Pool

NEWS & NOTICES

Notice of Hearings to Exceed Revenue Neutral Rate and Budget Hearing

Bel Aire City Council will meet on September 5th, 2023 at 7:00 p.m. at Bel Aire City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.
[View Budget Summary](#)

#4 Safest City in Kansas

Bel Aire ranked #4 Safest City in Kansas

[Full story...](#)

Consumer Confidence Report

Information on Your Drinking Water Quality

View information about the quality of water that the City provided in 2022. Included are the details about where your water comes from, what it contains, and how it compares to Environmental Protection Agency and state standards.
[View Consumer Confidence Report](#)

Type here to search

11:14 AM 8/21/2023

32

Gilmore & Bell, P.C.
08/29/2023

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON SEPTEMBER 5, 2023**

The Governing Body met in regular session at the usual meeting place in the City of Bel Aire, Kansas (the "City"), at 7:00 p.m., the following Councilmembers 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 were presented certain documents relating to the following described improvements heretofore authorized by the Governing Body:

**Project No. 1 – Bristol Hollows Phase 1 - Drainage Improvements
Authorized by Resolution No. R-20-01**

Construction of drainage improvements and mass grading, including tree and bush removal, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

**Project No. 2 – Bristol Hollows Phase 1 - Paving Improvements
Authorized by Resolution No. R-20-02**

Grading, paving, curb and gutter appurtenant improvements, and otherwise improve Bristol Street from the south line of 53rd Street North to termination at Lot 22, Block B; and Bristol Circle; all in Bristol Hollows Addition, Bel Aire, Sedgwick County, Kansas, with and plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

**Project No. 3 – Bristol Hollows Phase 1 – Sanitary Sewer Improvements
Authorized by Resolution No. R-20-03**

Install a sanitary sewer main, manholes, easement grading and appurtenant improvements in the following locations in Bristol Hollows Addition, Bel Aire, Sedgwick County, Kansas: Running along Lots 20-31, Block A, Bristol Hollows Addition, beginning near the east line of said Lot 20 and ending near the east line of said Lot 31; and Running along lots 23-30, Block B, Bristol Hollows Addition, beginning near the west line of said Lot 23 and ending near the north line of said Lot 30; all in accordance with City of Bel Aire standards and plans and specifications prepared or approved by the City Engineer.

Project No. 4 – Bristol Hollows Phase 1 – Water Main Improvements
Authorized by Resolution No. R-20-04

Install a water main along with appurtenant improvements in the following locations in Bristol Hollows Addition, Bel Aire, Sedgwick County, Kansas: Beginning at the existing water main built in the south right of way of 53rd Street north, then running south along the east right-of-way of Bristol Street. Temporary termination at the west line of Lot 22, Bristol Hollows Addition, Sedgwick County ; and

Install a water main along with appurtenant improvements in the following locations in Bristol Hollows Addition, Bel Aire, Sedgwick, County, Kansas: Beginning at the proposed water main built in the east right of way of Bristol Street, then running west along the north right-of-way of Bristol Circle and across Bristol Street. Then looping back into a connection on the north side of Bristol Circle; all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Project No. 5 – Central Park 3rd Addition Phase 2 - Paving Improvements
Authorized by Resolution No. R-20-05

That there be constructed pavement on Gabriel from the north line of Lot 12, Block A, north to the south line of Hampton; on Hampton from the south line of Gabriel north to the west line of Pheasant Ridge St.; on Pheasant Ridge St. from the west line of Hampton, east to the east line of Lot 31, Block A; on Holder Ln. from the north line of Lot 12, Block B, north to the south line of Pheasant Ridge St. That said pavement between aforesaid limits be constructed for a width of twenty-six (26) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty (30) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary.

Project No. 6 – Central Park 3rd Addition Phase 2 – Sanitary Sewer Improvements
Authorized by Resolution No. R-20-06

That there be constructed a lateral sanitary sewer, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

Project No. 7 – Central Park 3rd Addition Phase 2 – Water Distribution Improvements
Authorized by Resolution No. R-20-07

That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

Project No. 8 – Rock Spring Addition Phase 7 –Paving Improvements
Authorized by Resolution No. R-20-12

That there be constructed pavement on CHRIS from east return of Chris and Pebblecreek Street to the East line of Rock Spring Addition (Phase 7); CHERRYWOOD CT. from east return of Cherrywood Ct. and Pebblecreek Street to and including the cul-de-sac. That said pavement on Chris and Cherrywood Ct. between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5' sidewalk shall be installed on the south side of Chris adjacent to the new pavement.

Project No. 9 – Rock Spring Addition Phase 7 – Sanitary Sewer Improvements
Authorized by Resolution No. R-20-13

Construction of a lateral sanitary sewer to serve the area described below, to be constructed with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

Project No. 10 – Rock Spring Addition Phase 7 –Water Improvements
Authorized by Resolution No. R-20-14

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances 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 documents presented are as follows:

- Exhibit A* - Statement of Final Costs
- Exhibit B* - Assessment Roll Certification
- Exhibit C* - Notice of Public Hearing
- Exhibit D* - Form of Notice of Hearing and Statement of Cost Proposed to be Assessed.

After full consideration thereof, Councilmember _____ moved to take the following action:

1. Approve each of said documents;
2. Establish September 19, 2023 at 7:00 p.m. to meet for the purpose of hearing any and all written or oral objections to the respective assessments set forth therein;
3. Authorize the publication by the City Clerk of *Exhibit C* in the official City newspaper, not less than 10 days prior to such public meeting date;
4. Mail *Exhibit D* to each and all owners of property affected by such assessments at their last known post office address on the same date as the publication of *Exhibit C*; and
5. File each of said documents of record in the office of the City Clerk and make the same available for public inspection.

The motion was seconded by Councilmember Smith, and approved by the following roll call vote:

Yes: _____

No: _____

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

EXHIBIT A**STATEMENTS OF FINAL COSTS****Project No. 1 – Bristol Hollows Phase 1 - Drainage Improvements
Authorized by Resolution No. R-20-01**

Construction Cost		\$583,211.13
Temporary Note Cost of Issuance		8,782.69
Temporary Note UW Discount		0
Bond Cost of Issuance		8,133.88
Bond UW Discount		6,632.24
Bond Capitalized Interest		22,524.60
Interest Payments		22,748.11
Final Interest Payment		3,841.14
5% Administration Fee		29,160.56
Total		\$685,034.35

**Project No. 2 – Bristol Hollows Phase 1 – Paving Improvements
Authorized by Resolution No. R-20-02**

Construction Cost		\$398,583.83
Temporary Note Cost of Issuance		6,002.35
Temporary Note UW Discount		0
Bond Cost of Issuance		5,558.94
Bond UW Discount		4,532.67
Bond Capitalized Interest		15,393.98
Interest Payments		15,546.73
Final Interest Payment		2,625.15
5% Administration Fee		19,929.20
Total		\$468,172.85

**Project No. 3 – Bristol Hollows Phase 1 – Sanitary Sewer Improvements
Authorized by Resolution No. R-20-03**

Construction Cost		\$245,116.86
Temporary Note Cost of Issuance		3,691.26
Temporary Note UW Discount		0
Bond Cost of Issuance		3,418.58
Bond UW Discount		2,787.45
Bond Capitalized Interest		9,466.83
Interest Payments		9,560.77
Final Interest Payment		1,614.39
5% Administration Fee		12,255.84
Total		\$287,911.98

Project No. 4 – Bristol Hollows Phase 1 – Water Main Improvements
Authorized by Resolution No. R-20-04

Construction Cost		\$113,680.87
Temporary Note Cost of Issuance		1,711.94
Temporary Note UW Discount		0
Bond Cost of Issuance		1,585.48
Bond UW Discount		1,292.77
Bond Capitalized Interest		4,390.55
Interest Payments		4,434.11
Final Interest Payment		748.72
5% Administration Fee		5,684.05
Total		\$133,528.49

Project No. 5 – Central Park 3rd Addition Phase 2 - Paving Improvements
Authorized by Resolution No. R-20-05

Construction Cost		\$305,065.13
Temporary Note Cost of Issuance		4,594.03
Temporary Note UW Discount		0
Bond Cost of Issuance		4,254.66
Bond UW Discount		3,469.18
Bond Capitalized Interest		11,782.13
Interest Payments		11,899.04
Final Interest Payment		2,009.22
5% Administration Fee		15,253.26
Total		\$358,326.65

Project No. 6 – Central Park 3rd Addition Phase 2 – Sanitary Sewer Improvements
Authorized by Resolution No. R-20-06

Construction Cost		\$157,106.70
Temporary Note Cost of Issuance		2,365.90
Temporary Note UW Discount		0
Bond Cost of Issuance		2,191.12
Bond UW Discount		1,786.61
Bond Capitalized Interest		6,067.73
Interest Payments		6,127.94
Final Interest Payment		1,034.74
5% Administration Fee		7,855.32
Total		\$184,536.06

Project No. 7 – Central Park 3rd Addition Phase 2 – Water Distribution Improvements
Authorized by Resolution No. R-20-07

Construction Cost		\$80,909.48
Temporary Note Cost of Issuance		1,218.43
Temporary Note UW Discount		0
Bond Cost of Issuance		1,128.42
Bond UW Discount		920.10
Bond Capitalized Interest		3,124.86
Interest Payments		3,155.87
Final Interest Payment		532.89
5% Administration Fee		4,045.47
Total		\$95,035.52

Project No. 8 – Rock Spring Addition Phase 7 – Paving Improvements
Authorized by Resolution No. R-20-12

Construction Cost		\$292,315.83
Temporary Note Cost of Issuance		3,089.30
Temporary Note UW Discount		1,345.30
Bond Cost of Issuance		4,076.85
Bond UW Discount		3,324.20
Bond Capitalized Interest		11,289.73
Interest Payments		3,613.82
Final Interest Payment		706.28
5% Administration Fee		14,615.80
Total		\$334,377.11

Project No. 9 – Rock Spring Addition Phase 7 – Sanitary Sewer Improvements
Authorized by Resolution No. R-20-13

Construction Cost		\$58,431.80
Temporary Note Cost of Issuance		617.53
Temporary Note UW Discount		268.92
Bond Cost of Issuance		814.93
Bond UW Discount		664.48
Bond Capitalized Interest		2,256.73
Interest Payments		722.38
Final Interest Payment		141.18
5% Administration Fee		2,921.59
Total		\$66,839.54

Project No. 10 – Rock Spring Addition Phase 7 –Water Improvements
Authorized by Resolution No. R-20-14

Construction Cost		\$58,386.80
Temporary Note Cost of Issuance		617.05
Temporary Note UW Discount		268.71
Bond Cost of Issuance		814.30
Bond UW Discount		663.97
Bond Capitalized Interest		2,255.00
Interest Payments		721.82
Final Interest Payment		141.07
5% Administration Fee		2,919.35
Total		\$66,788.07
Benefit Fee		13,600.00

EXHIBIT B

ASSESSMENT ROLL CERTIFICATION

The undersigned having been designated by the City of Bel Aire, Kansas (the "City"), to determine the amounts of the respective assessments and to prepare the proposed Assessment Roll therefor in connection with certain internal improvements heretofore authorized by the Governing Body, hereby reports that each and all of said respective assessments have been determined to be as shown on the Schedule(s) attached hereto and made a part hereof by reference as though fully set out herein.

Dated September 5, 2023.

By _____
Ted Henry, Assistant City Manager/Director of Finance

SCHEDULE I

Legal Description (Bristol Hollows Phase 1)	Drainage Res. R-20-01	Paving Res. R-20-02	Sanitary Sewer Res. R-20-03	Water Main Res. R-20-04
Block A Lot 1	\$11,230.07		\$7,601.50	
Block A Lot 2	11,230.07		7,601.50	
Block A Lot 3	11,230.07		7,601.50	
Block A Lot 4	11,230.07		7,601.50	
Block A Lot 5	11,230.07		7,601.50	
Block A Lot 6	11,230.07		7,601.50	
Block A Lot 7	11,230.07		7,601.50	
Block A Lot 8	11,230.07		7,601.50	
Block A Lot 9	11,230.07		7,601.50	
Block A Lot 10	11,230.07		7,601.50	
Block A Lot 11	11,230.07		7,601.50	
Block A Lot 12	11,230.07		7,601.50	
Block A Lot 13	11,230.07		7,601.50	
Block A Lot 14	11,230.07		7,601.50	
Block A Lot 15	11,230.07		7,601.50	
Block A Lot 16	11,230.07		7,601.50	
Block A Lot 17	11,230.07		7,601.50	
Block A Lot 18	11,230.07		7,601.50	
Block A Lot 19	11,230.07		7,601.50	
Block A Lot 20	11,230.07	\$22,293.95	7,601.50	\$6,358.50
Block A Lot 21	11,230.07	22,293.95	7,601.50	6,358.50
Block A Lot 22	11,230.07	22,293.95	7,601.50	6,358.50
Block A Lot 23	11,230.07	22,293.95	7,601.50	6,358.50
Block A Lot 24	11,230.07	22,293.95	7,601.50	6,358.50

Block A Lot 25	11,230.07	22,293.95	7,601.50	6,358.50
Block A Lot 26	11,230.07	22,293.95	7,601.50	6,358.50
Block A Lot 27	11,230.07	22,293.95	7,601.50	6,358.50
Block A Lot 28	11,230.07	22,293.95	7,601.50	6,358.50
Block A Lot 29	11,230.07	22,293.95	7,601.50	6,358.50
Block A Lot 30	11,230.07	22,293.95	7,601.50	6,358.50
Block A Lot 31	11,230.07	22,293.95	7,601.50	6,358.50
Block B Lot 1	11,230.07		1,094.13	
Block B Lot 2	11,230.07		1,094.13	
Block B Lot 3	11,230.07		1,094.13	
Block B Lot 4	11,230.07		1,094.13	
Block B Lot 5	11,230.07		1,094.13	
Block B Lot 6	11,230.07		1,094.13	
Block B Lot 7	11,230.07		1,094.13	
Block B Lot 8	11,230.07		1,094.13	
Block B Lot 9	11,230.07		1,094.13	
Block B Lot 10	11,230.07		1,094.13	
Block B Lot 11	11,230.07		1,094.13	
Block B Lot 12	11,230.07		1,094.13	
Block B Lot 13	11,230.07		1,094.13	
Block B Lot 14	11,230.07		1,094.13	
Block B Lot 15	11,230.07		1,094.13	
Block B Lot 16	11,230.07		1,094.13	
Block B Lot 17	11,230.07		1,094.13	
Block B Lot 18	11,230.07		1,094.13	
Block B Lot 19	11,230.07		1,094.13	
Block B Lot 20	11,230.07		1,094.13	

Block B Lot 21	11,230.07		1,094.13	
Block B Lot 22	11,230.07	22,293.95	7,598.62	6,358.50
Block B Lot 23	11,230.07	22,293.95	7,598.62	6,358.50
Block B Lot 24	11,230.07	22,293.95	7,598.62	6,358.50
Block B Lot 25	11,230.07	22,293.95	959.16	6,358.50
Block B Lot 26	11,230.07	22,293.95	959.16	6,358.50
Block B Lot 27	11,230.07	22,293.95	959.16	6,358.50
Block B Lot 28	11,230.07	22,293.95	959.16	6,358.50
Block B Lot 29	11,230.07	22,293.95	959.16	6,358.50
Block B Lot 30	11,230.07	22,293.95	959.16	6,358.50

Legal Description (Central Park 3rd Addition Phase 2)	Paving Res. R-20-05	Sanitary Sewer Res. R-20-06	Water Distribution Res. R-20-07
Block A Lot 13	\$11,197.71		\$2,969.86
Block A Lot 14	11,197.71		2,969.86
Block A Lot 15	11,197.71	\$7,689.00	2,969.86
Block A Lot 16	11,197.71	7,689.00	2,969.86
Block A Lot 17	11,197.71	7,689.00	2,969.86
Block A Lot 18	11,197.71	7,689.00	2,969.86
Block A Lot 19	11,197.71	7,689.00	2,969.86
Block A Lot 20	11,197.71	7,689.00	2,969.86
Block A Lot 21	11,197.71	7,689.00	2,969.86
Block A Lot 22	11,197.71	7,689.00	2,969.86
Block A Lot 23	11,197.71	7,689.00	2,969.86
Block A Lot 24	11,197.71	7,689.00	2,969.86
Block A Lot 25	11,197.71	7,689.00	2,969.86
Block A Lot 26	11,197.71	7,689.00	2,969.86

Block A Lot 27	11,197.71	7,689.00	2,969.86
Block A Lot 28	11,197.71	7,689.00	2,969.86
Block A Lot 29	11,197.71	7,689.00	2,969.86
Block A Lot 30	11,197.71	7,689.00	2,969.86
Block A Lot 31	11,197.71	7,689.00	2,969.86
Block B Lot 13	11,197.71	-	2,969.86
Block B Lot 14	11,197.71	-	2,969.86
Block B Lot 15	11,197.71	-	2,969.86
Block C Lot 3	11,197.71	-	2,969.86
Block C Lot 4	11,197.71	7,689.00	2,969.86
Block C Lot 5	11,197.71	7,689.00	2,969.86
Block C Lot 6	11,197.71	7,689.00	2,969.86
Block C Lot 7	11,197.71	7,689.00	2,969.86
Block C Lot 8	11,197.71	7,689.00	2,969.86
Block C Lot 9	11,197.71	7,689.00	2,969.86
Block C Lot 10	11,197.71	7,689.00	2,969.86
Block C Lot 11	11,197.71		2,969.86
Block C Lot 12	11,197.71		2,969.86

Legal Description (Rock Spring Addition Phase 7)	Paving Res. R-20-12	Sewer Res. R-20-13	Water Res. R-20-14
Block 1 Lot 13	\$11,942.04		\$2,871.00
Block 1 Lot 14	11,942.04		2,871.00
Block 1 Lot 15	11,942.04		2,871.00
Block 1 Lot 16	11,942.04		2,871.00

Block 1 Lot 17	11,942.04		2,871.00
Block 1 Lot 18	11,942.04		2,871.00
Block 1 Lot 19	11,942.04		2,871.00
Block 3 Lot 1	11,942.04	\$3,182.84	2,871.00
Block 3 Lot 2	11,942.04	3,182.84	2,871.00
Block 3 Lot 3	11,942.04	3,182.84	2,871.00
Block 3 Lot 4	11,942.04	3,182.84	2,871.00
Block 3 Lot 5	11,942.04	3,182.84	2,871.00
Block 3 Lot 6	11,942.04	3,182.84	2,871.00
Block 3 Lot 7	11,942.04	3,182.84	2,871.00
Block 3 Lot 8	11,942.04	3,182.84	2,871.00
Block 3 Lot 9	11,942.04	3,182.84	2,871.00
Block 3 Lot 10	11,942.04	3,182.84	2,871.00
Block 3 Lot 11	11,942.04	3,182.84	2,871.00
Block 3 Lot 12	11,942.04	3,182.84	2,871.00
Block 3 Lot 13	11,942.04	3,182.84	2,871.00
Block 3 Lot 14	11,942.04	3,182.84	2,871.00
Block 3 Lot 15	11,942.04	3,182.84	2,871.00
Block 3 Lot 16	11,942.04	3,182.84	2,871.00
Block 3 Lot 17	11,942.04	3,182.84	2,871.00
Block 3 Lot 18	11,942.04	3,182.84	2,871.00
Block 3 Lot 19	11,942.04	3,182.84	2,871.00
Block 3 Lot 20	11,942.04	3,182.84	2,871.00
Block 3 Lot 21	11,942.04	3,182.84	2,871.00

EXHIBIT C

(Published in *The Ark Valley News*, on September 7, 2023)

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF THE CITY OF BEL AIRE, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Bel Aire, Kansas (the "City") will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a01 *et seq.* at City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas 67226 in the City, on September 19, 2023, at 7:00 p.m., or as soon thereafter as may be heard. Said public hearing is for the purpose of hearing any and all oral or written objections to proposed assessments in connection with the following described improvements:

Project No. 1 – Bristol Hollows Phase 1 - Drainage Improvements
Authorized by Resolution No. R-20-01

Construction of drainage improvements and mass grading, including tree and bush removal, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Property Description:
Lots 1 through 31, Block A; and Lots 1 through 30, Block B; Bristol Hollows Addition, an addition to the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements:
\$685,034.35
100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 2 – Bristol Hollows Phase 1 - Paving Improvements
Authorized by Resolution No. R-20-02

Grading, paving, curb and gutter appurtenant improvements, and otherwise improve Bristol Street from the south line of 53rd Street North to termination at Lot 22, Block B; and Bristol Circle; all in Bristol Hollows Addition, Bel Aire, Sedgwick County, Kansas, with and plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

Property Description:
Lots 20 through 31, Block A; and Lots 22 through 30, Block B; Bristol Hollows Addition, an addition to the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements:
\$468,172.85
100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 3 – Bristol Hollows Phase 1 – Sanitary Sewer Improvements
Authorized by Resolution No. R-20-03

Install a sanitary sewer main, manholes, easement grading and appurtenant improvements in the following locations in Bristol Hollows Addition, Bel Aire, Sedgwick County, Kansas: Running along Lots 20-31, Block A, Bristol Hollows Addition, beginning near the east line of said Lot 20 and ending near the east line of said Lot 31; and Running along lots 23-30, Block B, Bristol Hollows Addition, beginning near the west line of said Lot 23 and ending near the north line of said Lot 30; all in accordance with City of Bel Aire standards and plans and specifications prepared or approved by the City Engineer.

Property Description:
Lots 1 through 31, Block A; and Lots 1 through 30, Block B; Bristol Hollows Addition, an addition to the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements:
\$287,911.98
100% to be assessed against the Improvement District less the difference between the unit prices for 8-inch and 10-inch sanitary sewer for the 10-inch pipe installed to be by the City-at-large.

Project No. 4 – Bristol Hollows Phase 1 – Water Main Improvements
Authorized by Resolution No. R-20-04

Install a water main along with appurtenant improvements in the following locations in Bristol Hollows Addition, Bel Aire, Sedgwick County, Kansas: Beginning at the existing water main built in the south right of way of 53rd Street north, then running south along the east right-of-way of Bristol Street. Temporary termination at the west line of Lot 22, Bristol Hollows Addition, Sedgwick County ; and
Install a water main along with appurtenant improvements in the following locations in Bristol Hollows Addition, Bel Aire, Sedgwick, County, Kansas: Beginning at the proposed water main built in the east right of way of Bristol Street, then running west along the north right-of-way of Bristol Circle and across Bristol Street. Then looping back into a connection on the north side of Bristol Circle; all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Property Description:
Lots 20 through 31, Block A; and Lots 22 through 30, Block B; Bristol Hollows Addition, an addition to the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements:
\$133,528.49
100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 5 – Central Park 3rd Addition Phase 2 - Paving Improvements
Authorized by Resolution No. R-20-05

That there be constructed pavement on Gabriel from the north line of Lot 12, Block A, north to the south line of Hampton; on Hampton from the south line of Gabriel north to the west line of Pheasant Ridge St.; on Pheasant Ridge St. from the west line of Hampton, east to the east line of Lot 31, Block A; on Holder Ln. from the north line of Lot 12, Block B, north to the south line of Pheasant Ridge St. That said pavement between aforesaid limits be constructed for a width of twenty-six (26) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty (30) feet

with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary.

Property Description:

Lots 13 through 31, Block A; Lots 13 through 15, Block B; and Lots 3 through 12, Block C; Central Park 3rd Addition to the City of Bel Aire, Kansas.

Cost of Improvements:

\$358,326.65

100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 6 – Central Park 3rd Addition Phase 2 – Sanitary Sewer Improvements

Authorized by Resolution No. R-20-06

That there be constructed a lateral sanitary sewer to serve the property below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

Property Description:

Lots 15 through 31, Block A; and Lots 4 through 10, Block B; Central Park 3rd Addition to the City of Bel Aire, Kansas.

Cost of Improvements:

\$184,536.06

100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 7 – Central Park 3rd Addition Phase 2 – Water Distribution Improvements

Authorized by Resolution No. R-20-07

That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the property below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

Property Description:

Lots 13 through 31, Block A; Lots 13 through 15, Block B; and Lots 3 through 12, Block C, Central Park 3rd Addition to the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements:

\$95,035.52

100% to be assessed against the Improvement District and 0% to be paid by the City-at large.

Project No. 8 – Rock Spring Addition Phase 7 –Paving Improvements

Authorized by Resolution No. R-20-12

That there be constructed pavement on CHRIS from east return of Chris and Pebblecreek Street to the East line of Rock Spring Addition (Phase 7); CHERRYWOOD CT. from east return of Cherrywood Ct. and Pebblecreek Street to and including the cul-de-sac. That said pavement on Chris and Cherrywood Ct. between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire,

Kansas. Drainage to be installed where necessary. A 5’ sidewalk shall be installed on the south side of Chris adjacent to the new pavement.

Property Description:

Lots 13 through 19, Block 1; and Lots 1 through 21, Block 3, Rock Spring Addition Phase 7 to the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements:

\$334,377.11

100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 9 – Rock Spring Addition Phase 7 – Sanitary Sewer Improvements

Authorized by Resolution No. R-20-13

Construction of a lateral sanitary sewer to serve the area described below, to be constructed with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

Property Description:

Lots 1 through 21, Block 3; Rock Spring Addition Phase 7; all in and to the City of Bel Aire, Kansas.

Cost of Improvements:

\$66,839.54

100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 10 – Rock Spring Addition Phase 7 –Water Improvements

Authorized by Resolution No. R-20-14

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances 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.

Property Description:

Lots 13 through 19, Block 1; and Lots 1 through 21, Block 3, Rock Spring Addition Phase 7 to the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements:

\$66,788.07 and 13,600 in benefit fees

100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

EXHIBIT D

NOTICE OF HEARING
AND
STATEMENT OF COST PROPOSED TO BE ASSESSED

September 5, 2023
Bel Aire, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on *Schedule I* attached hereto, that there is proposed to be assessed against said property, certain amounts for the costs of certain internal improvements (the "Improvements") heretofore authorized by the Governing Body of the City of Bel Aire, Kansas (the "City"). The description of the Improvements, the resolution number authorizing the same and the proposed amount of assessment are set forth on *Schedule I* attached hereto.

You are hereby further notified that the Governing Body of the City will meet on September 19, 2023, at 7:00 p.m., at City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas 67226, in the City, for the purpose of considering the proposed assessments.

The proposed Assessment Roll is on file in my office for public inspection. ***WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID PUBLIC HEARING***

At the conclusion of the public hearing, the governing body of the City will consider an ordinance levying such special assessments. A subsequent Notice of Assessment will be mailed to affected property owners at that time indicating that each property owner may pay the assessment in whole or in part within fifteen (15) days of the date of such notice. Any amount not so paid within 15 days will be collected in 20 annual installments, together with interest thereon at the rate obtained by the City for its general obligation bonds issued to finance the costs of the Improvements.

Melissa Krehbiel, City Clerk

CERTIFICATE OF MAILING

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The undersigned, City Clerk of the City of Bel Aire, Kansas (the "City"), does hereby certify that on September 7, 2023, I caused to be mailed to each and all of the owners of property affected thereby, at their last known post office address, a Notice of Public Hearing and Statement of the Cost Proposed to be Assessed in connection with certain improvements in the City.

A sample copy of the form of such Notice of Hearing and Statement of Cost Proposed to be Assessed is attached hereto.

WITNESS my hand and seal as of September __, 2023.

(Seal)

Melissa Krehbiel, City Clerk

[attach sample copy of form]

City of Bel Aire, Kansas

STAFF REPORT



DATE: 08/17/2023

TO: Ty Lasher, City Manager
City Council

FROM: Jay Cook, Director of Planning and Community Development

RE: 2022 Sidewalk Program

SUMMARY:

The 2022 Sidewalk Replacement Program was a grant project that allowed residents to apply for dollars provided by the city to repair or replace sidewalk issues on their property.

DISCUSSION:

City Code Enforcement sent out notification to twenty-three residents of Bel Aire in regard to sidewalk repair. Attached to the sited notice of sidewalk damaged was an application for sidewalk installation/replacement grant for 2022 in the city limits of Bel Aire, Kansas. We received all applications back except for three that were not returned and completed by the resident.

23 Applications were received with 20 being awarded.

Total square footage of sidewalk replaced:	93 Slabs Replaced = 1,860 sq. ft.
Total spent on these 20 grants to Ruiz Concrete:	\$12,608

FINANCIAL:

The funds for the sidewalk project have been grants approved by the Council. The 2022 grant funding was \$15,000.

RECOMMENDATION:

This is a great program for our residents that do take advantage of the grant program when presented to them. It is also worth noting that all of the applications that were submitted were from residents that had received official notice from Code Enforcement for sidewalk issues. Therefore, staff believes the program was beneficial and the manner in which it was completed was successful. Planning and Development staff recommend continuing the program for 2023 at the same financial grant.



CITY OF BEL AIRE



Application for sidewalk installation/replacement grant for 2023 in the City limits of Bel Aire, Kansas

The governing body approved a sidewalk installation/replacement program for fiscal year 2023. The program allows for a 100% grant per landowner for the replacement or installation of sidewalks only when approved work is completed by a contractor selected by the City of Bel Aire. Applications must be received at City Hall by October 15, 2023 for consideration. Criteria for consideration are outlined in the adopted policy.

Name of Property Owner: _____ Phone: _____

Address of Property Owner: _____

City: _____ State: _____ Zip: _____

Property is located at: _____ Size of tract: _____

Lot: _____ Block: _____ Addition: _____

I request the grant for following reasons: _____

Estimated Cost of Project: _____

I (we) understand this application will be considered on first come basis. However, the City reserves the right to prioritize some replacements based on severity and need for replacement. The total amount of funds available for this program is \$15,000.00 for fiscal year 2023.

Signature of Owner

Date

OFFICE USE ONLY

This application was received on: _____ and found to be complete.

City Representative

Title

CITY OF BEL AIRE

SIDEWALK REPLACEMENT PROGRAM

Fiscal Year 2023

I POLICY STATEMENT

The City of Bel Aire values pedestrian safety and walkability for its residents. K.S.A. 12-1808 of the Kansas Statutes mandate that property owners keep sidewalks in good repair. City Code 11.3.25 speaks directly to sidewalks, replacement and construction. For this reason, the Bel Aire City Council believes there is a benefit to all citizens for sidewalks to be in good condition. Therefore, this policy promotes sidewalk improvements and repairs by assisting property owners with such projects.

II PURPOSE

The purpose of this policy is to assist property owners with replacing sidewalks in disrepair. This policy establishes guidelines and requirements for monetary assistance of costs associated with these activities.

Objectives include:

- ❖ Promoting homeowners proactively replacing the dangerous and unsafe sidewalks along their property to reduce the risk of injury to pedestrians utilizing the sidewalk.
- ❖ Enhance the neighborhood walkability.
- ❖ Ensure surface conditions are safe for pedestrians and / or persons confined to wheelchairs.

Although this policy does not address petitions for new sidewalks, Bel Aire values walkability and encourages residents to petition the City to establish improvement districts addressing cost sharing of the installation of new sidewalks in areas where sidewalks have not existed to enhance pedestrian safety. Residents should contact City Hall about initiating the petition process.

III POLICY

The City Manager may award grants to property owners which meet the following criteria:

Criteria for consideration of a sidewalk grant:

- ❖ The City of Bel Aire will provide funding to have a selected city contractor for one hundred percent (100%) of the cost of a city approved public sidewalk repair located in the public right of way along the street easement. This reimbursement

is not in any way intended to remove or transfer any *property owner's statutory responsibility to maintain safe and navigable sidewalks and warn the public of dangerous conditions on or along an owner's section of sidewalk.*

- ❖ Grants will be awarded on a first come basis. The City reserves the right to prioritize replacements based on need for replacement and budgetary considerations.
- ❖ Requests in 2023 not funded may receive priority for 2024 if the program continues, however homeowners should make replacement timing decisions based on safety.
- ❖ Sidewalk construction must comply with Bel Aire city codes regarding specifications for 5' sidewalks.
- ❖ The City will pay for the installation of ADA approaches on corner lots and make those arrangements separately from the grant.
- ❖ A permit is required for sidewalk installations and must be approved by the City building inspector.
- ❖ Applications must be received at City Hall by October 15, 2023 for consideration.
- ❖ Payment will be made by check on the regular payment schedule for the City.
- ❖ All degraded sections or the entire sidewalk must be included in the application.
- ❖ Coloring must match a driveway or adjacent public sidewalks.
- ❖ Minor sections of new sidewalks must link to existing sidewalks.

Sidewalk qualification guidelines:

- ❖ Slab(s) with a ¾" or more offset between slabs / joints.
- ❖ Slab(s) with a severely cracked or spalling, or with pieces missing.
- ❖ Slab(s) that is cracked with unstable or rocking sections.
- ❖ Slab(s) that has a slope crossway of more than 1" in 12".
- ❖ Slab(s) that has a horizontal separation due to cracking between adjacent panels of walk or more than 1" which is a bicycle tire or high heel hazard.
- ❖ Slab(s) settlement that causes accumulation of water or ice.

Miscellaneous:

- ❖ Owner of property abutting a sidewalk is responsible for all maintenance of said sidewalk and accountable for all City Code Enforcement notices, regardless of grant approval. The applicant/owner is not relieved from any liability for future replacement, repair, maintenance or keeping sidewalk clear on the applicant's property.
- ❖ The City will coordinate replacement of sidewalks based on grants and requests for such work. The City will bid the replacement projects as one job and inspect as repairs are made by the contractor.
- ❖ Program only applies to public sidewalks.
- ❖ Property owners are responsible for all costs associated with sprinkler repair, driveway repair / replacement or retaining wall repairs.
- ❖ If a tree root caused the sidewalk to heave, the property owner must contract to have the tree removed prior to sidewalk repair. Said removal of the tree and stump will be at the property owner's expense.

- ❖ Sidewalks that lead to a house are not eligible.
- ❖ Non-profit or taxing entities are not eligible for this program.
- ❖ Only work done by licensed Bel Aire contractors are eligible for reimbursement unless the work is done by the property owner having a proper permit.

Adopted this ____ day of _____ 2023 by the Bel Aire City Council.

Jim Benage, Mayor

Melissa Krehbiel, City Clerk

City of Bel Aire, Kansas

STAFF REPORT

DATE: 8/21/23

TO: City Manager

From: Marty McGee

RE: Dedicated Water Sample Stations



BACKGROUND: KDHE requires all water system owners to take monthly water samples for Coliform, E. Coli, and chlorine residual to ensure that safety of our drinking water and prevent the spread of illness.

DISCUSSION: Currently we are at a population level that requires us to take 10 samples every month from predetermined locations throughout the City. These locations are selected by staff and submitted for review and approval to KDHE every year. These locations must meet certain criteria to abide by KDHE's regulations. With the 10 samples we must divide the city into 10 different zones each with 5 samples locations within the zone. When the City reaches a population of 12,901, we will be required to up our monthly samples to 15. This will require us to add an additional 5 zones with 5 sites within each zone for a total of 25 new locations. Every location must have samples taken from them at least twice a year to have proper coverage of the water system. A new sampling location plan is submitted yearly, it is common practice to create two plans and alternate them every other year, to ensure that we are not missing potential areas of concern. Two plans require 150 total test sample locations. Each sample must be taken from a faucet from within the structure of the listed address, this is to prevent any cross contamination of the sample and to ensure that we get an accurate result from the lab. Positive results of Coliform or E. Coli will result in the need to retest the location and take samples from upstream and downstream of the location. If the retest results in a positive indication, this may result in a city-wide boil water order. The sample must be received by the State within 30 hours of collection, and can only be collected Monday, Tuesday, or Wednesday, unless there is a holiday in the week. The current method requires a staff member to enter private homes and businesses to collect the sample, which can cause scheduling conflicts with residents. There have been a few residents that have protested being on the list which has required staff to rework and resubmit the current sampling plan to the State. For these reasons and the fact that other Cities are switching over to dedicated test sample stations we believe it is in the City's interest to do the same. This will result in less staff hours required to take the samples, assurance of accurate sampling, and will result in less intrusions into resident's homes by staff members. We ask Council to approve 45 units of Eclipse #88-SS water test stations which will cover 9 zones for the next year of sampling. These samples are required by the State and are not optional.

<u>Suppliers</u>	<u>Quote Per Unit</u>	<u>Total Cost for 45 Units</u>
<u>Hajoca</u>	<u>\$1,446.25</u>	<u>\$65,081.25</u>
<u>Core & Main</u>	<u>\$1,222.00</u>	<u>\$54,990.00</u>
<u>Wichita WinWater</u>	<u>\$1,104.66</u>	<u>\$49,709.70</u>
<u>Municipal Supply</u>	<u>\$1,100.00</u>	<u>\$49,500.00</u>

*Lead times for sample stations is 4-6 weeks.

The prices above are for the sampling stations only. City staff will install the sampling stations. Sampling stations are being included with all new developments.

FINANCIAL CONSIDERATIONS: Funding for this project will be taken from the Water System Improvement line item in the Water Fund.

POLICY DECISION: Staff is adhering to City policy in gathering a minimum of three quotes for the water sample stations. Quotes include the listed suppliers; Hajoca, Core & Main, Wichita WinWater, and Municipal Supply.

RECOMENDATION: Staff recommends the City Council accept the quote from Municipal Supply for the amount of \$49,500.00.

City of Bel Aire, Kansas



STAFF REPORT

DATE: August 28, 2023
TO: Ty Lasher, City Manager
FROM: Anne Stephens, City Engineer
RE: Sunflower Commerce Park 3rd Construction Services

Proposal Focus:

Our Mission

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

Our Values

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

Current Situation:

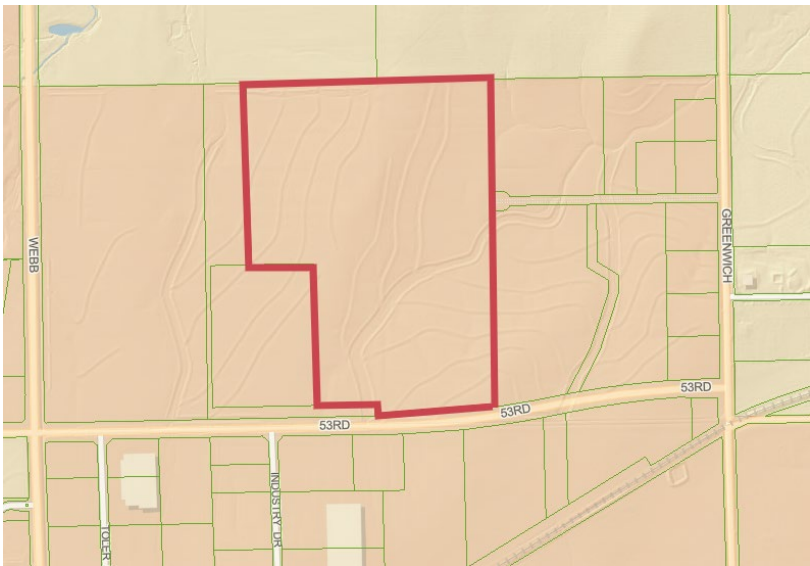
The Developer is ready to initiate construction on first phase of Sunflower Commerce Park 3rd.

Goals:

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

Discussion:

The City requested Short Elliott Hendrickson (SEH) to prepare an agreement for Construction Observation services for the observing the construction of the SCP 3rd Development.



Financials:

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

Recommendation:

Staff recommends that the City Council accept the Agreement for Professional Services from SEH in the amount of \$236,000 for construction services pertaining to the Drainage, Sanitary Sewer, Water Main and Paving projects.

Agreement for Professional Services

This Agreement is effective as of August 28, 2023, between City of Bel Aire (Client) and Short Elliott Hendrickson Inc. (Consultant).

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

Client's Authorized Representative: Ty Lasher

Address: 7651 E. Central Park Avenue, Bel Aire, Kansas, 67226, United States

Telephone: _____ **email:** tlasher@belaireks.gov

Project Manager: Samantha Ghareeb

Address: 15750 West Dodge Road, Suite 304, Omaha, Nebraska 68118

Telephone: 4028305855 **email:** sghareeb@sehinc.com

Project Description: The project area is an approximate 90-acre parcel, built for an industrial development in the city of Bel Aire, KS. The project will consist of mass grading, erosion control, water main, sanitary sewer, storm sewer, and paving. This work will be completed in two separate contacts.

Scope of Work:

Task 1: Construction Administration

- Attend one pre-construction meeting for each project to include Client, Contractor and Geotechnical Consultant.
- Attend progress meetings as necessary.
- Review samples, schedules, shop drawings, the results of tests and inspections, and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
- Consult with and advise the Client, act as the Client's representative at the Project site, issue all instructions of the Client to the Contractor, and prepare routine change orders as required.
- Review the Contractor's application for payment (assume 11), determine the amount owing the Contractor, and make recommendations to the Client regarding the payment thereof.
- Provide bi-weekly updates of construction progress to client.
- Provide Contractor with a list of outstanding items to be completed at the 90% stage of grading.
- Conduct one site visit to determine if the Project is substantially complete. Such site visits may include representatives from the Client. If the Contractor has fulfilled all of their obligations, Consultant may give written notice to the Client that the work is acceptable for final payment.

Task 2 - 5: On-Site Resident Project Representative & Staking

- A Resident Project Representation (RPR) will make site visits to carry out the tasks listed in this agreement. The time on site can vary and may be dependent upon contractor performance, unknown site conditions, agency coordination, testing coordination, among other factors. RPR services will be as described in attached Exhibit B.
- Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the

Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents.

- Conduct NPDES field monitoring and reporting from the start of the project into the final stabilization of the project. A total of thirty (30) inspections are anticipated.
- Assuming an average of one inspection per week during the entire length of the project.
- Coordinate material testing. Review test results, and promptly report any issues to the Contractor and Client. Take steps to help mitigate any failures in material testing.
- Provide in field staking data for Contractor to build the designed improvements. This shall include setting horizontal and vertical control, utility staking on line and grade, structure information for line and grade, and paving stakes for edge of paving. Additional stakes may be provided, if agreed upon by the Owner prior to.

Assumptions:

The following assumptions were made in preparing this proposal:

- Full time on-site RPR is not anticipated. We are assuming that SEH will make site visits to observe progress, monitor general conformance with the plans, coordination with the Contractor, and coordination of construction staking and materials testing. Contract administration services have been budgeted assuming the construction contract duration for operations does not exceed 210 calendar days. Construction beyond the 210 calendar days duration may require and adjustment to this contract amount.

Schedule: Construction schedule will be developed by the Contractor and our services will follow their schedule.

Payment:

Task 1: Construction Administration

The total fee is Lump Sum and estimated to be \$86,000 including expenses and equipment.

Task 2: On Site Resident Project Representative (Drainage)

The total fee is hourly and estimated to be \$39,000 including expenses and equipment.

Task 3: On Site Resident Project Representative (Sanitary Sewer)

The total fee is hourly and estimated to be \$34,000 including expenses and equipment.

Task 4: On Site Resident Project Representative (Water Main)

The total fee is hourly and estimated to be \$34,000 including expenses and equipment.

Task 5: On Site Resident Project Representative (Paving)

The total fee is hourly and estimated to be \$43,000 including expenses and equipment.

Task	Total
Task 1: Construction Administration – Lump Sum	\$86,000
Task 2: On Site Resident Project Representative (Drainage) - Hourly	\$39,000
Task 3: On Site Resident Project Representative (Sanitary) - Hourly	\$34,000
Task 4: On Site Resident Project Representative (Water Main) - Hourly	\$34,000
Task 5: On Site Resident Project Representative (Paving) - Hourly	\$43,000
	\$236,000

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-3.

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

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

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

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

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

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

Section IV(A)(4) is added: "Contractor shall indemnify Client, and its elected and appointed officials, officers, managers, members, and employees-against any and all loss or damage to the extent such loss and/or damage caused by Contractor's negligence and/or reckless conduct in the provision performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements."

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

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

Section V(A)(1) shall be replaced by "All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this

Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights."

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

Short Elliott Hendrickson Inc.

City of Bel Aire

By: _____
Full Name: _____
Title: _____

By: _____
Full Name: _____
Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Bel Aire (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 28, 2023

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

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

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit A-2
to Agreement for Professional Services
Between City of Bel Aire (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 28, 2023

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

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

A. Lump Sum Basis Option

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

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

B. Expenses Not Included in the Lump Sum

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

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

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

Exhibit B
to Agreement for Professional Services
Between City of Bel Aire (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 28, 2023

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

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

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

SECTION III – PAYMENTS

A. Invoices

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

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Liability

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

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

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

D. Assignment

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

E. Dispute Resolution

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

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

City of Bel Aire, Kansas

STAFF REPORT

DATE: August 30, 2023

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Sunflower Commerce Park 3rd Overlot Grading Bids



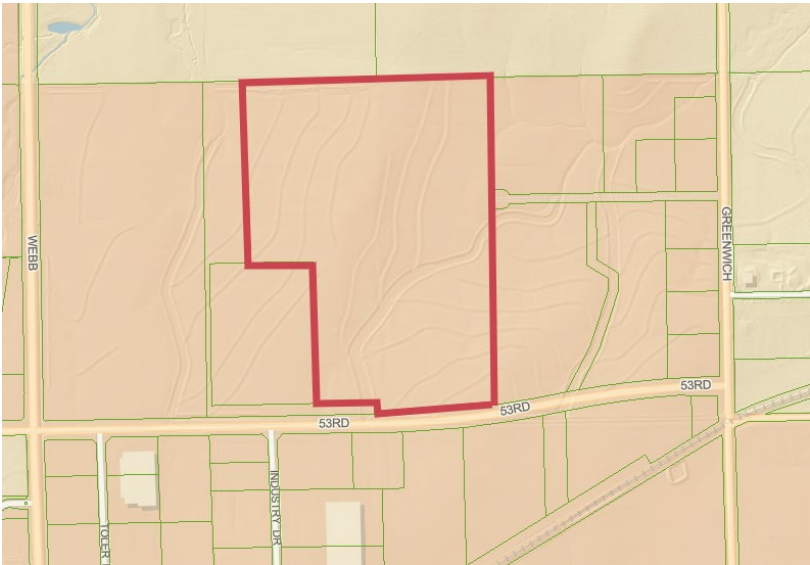
BACKGROUND:

The Developer of Sunflower Commerce Park 3rd is ready to move forward with the construction of the Overlot Grading to prepare for building construction in the area. A bid package containing water, sanitary storm sewer and paving improvements will be forth-coming later this year.

DISCUSSION:

SEH worked with the Developer to design the grading improvements for Sunflower Commerce Park 3rd. Bids were accepted on August 29th for the project. Three contractors responded to the solicitation.

Contractor	Total Bid
Engineer’s Estimate	\$1,100,000.00
Andale Construction	\$2,075,000.00
Mies Construction	\$1,361,659.10
Unruh Excavating	\$914,727.95



FINANCIAL CONSIDERATIONS: The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots.

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

RECOMENDATION: Staff recommends that the City Council accept the bid from Unruh Excavating for \$914,727.95.

**TABULATION OF BIDS**

PROJECT NO.: BELAC 174083
NAME: SUNFLOWER COMMERCE PARK 3rd OVERLOT GRADING
OWNER: CITY OF BEL AIRE, KS
BID DATE: 8/29/2023

****ENGINEER'S TOTAL ESTIMATE: \$1,100,000.00**

ITEM	QUANTITY	UNIT	DESCRIPTION	ANDALE CONSTRUCTION		MIES CONSTRUCTION		UNRUH EXCAVATING	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
GROUP A: GRADING AND EROSION CONTROL									
1	1.00	LUMP SUM	MOBILIZATION	\$72,492.94	\$72,492.94	\$50,000.00	\$50,000.00	\$18,750.00	\$18,750.00
2	286,478.00	CY	EXCAVATION	\$3.04	\$870,893.12	\$2.80	\$802,138.40	\$1.65	\$472,688.70
3	238,732.00	CY	COMPACTED FILL	\$2.60	\$620,703.20	\$0.60	\$143,239.20	\$0.50	\$119,366.00
4	70,245.00	CY	TOPSOIL	\$4.50	\$316,102.50	\$2.80	\$196,686.00	\$2.10	\$147,514.50
5	10,115.00	LF	SILT FENCE	\$2.15	\$21,747.25	\$1.70	\$17,195.50	\$1.25	\$12,643.75
6	1.00	EA	CONSTRUCTION ENTRANCE	\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
7	80.00	LF	RIP RAP WEIR	\$186.06	\$14,884.80	\$60.00	\$4,800.00	\$40.00	\$3,200.00
8	1.00	EA	RIP RAP DITCH CHECK	\$10,622.24	\$10,622.24	\$7,500.00	\$7,500.00	\$3,250.00	\$3,250.00
9	1.00	LS	TEMPORARY SEEDING	\$16,931.25	\$16,931.25	\$8,100.00	\$8,100.00	\$8,335.00	\$8,335.00
	1.00	LS	PERMANENT SEEDING	\$90,195.00	\$90,195.00	\$84,500.00	\$84,500.00	\$87,230.00	\$87,230.00
10	100.00	LF	6" HDPE DRAIN TILE	\$66.21	\$6,621.00	\$15.00	\$1,500.00	\$40.00	\$4,000.00
	1.00	LS	CONTRACTOR PROVIDED TESTING	\$14,168.70	\$14,168.70	\$13,000.00	\$13,000.00	\$12,000.00	\$12,000.00
11	1.00	LS	SITE CLEAR AND GRUB	\$7,920.00	\$7,920.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
	1.00	LS	TRAFFIC CONTROL	\$5,250.00	\$5,250.00	\$500.00	\$500.00	\$500.00	\$500.00
12	1.00	LS	CLAY POND LINER (18" DEPTH)	\$4,368.00	\$4,368.00	\$20,000.00	\$20,000.00	\$17,750.00	\$17,750.00
TOTAL GROUP A BASE BID					\$2,075,000.00		\$1,361,659.10		\$914,727.95
TOTAL GROUP A BID TOTAL				\$2,075,000.00		\$1,361,659.10		\$914,727.95	

City of Bel Aire, Kansas



STAFF REPORT

DATE: August 22, 2023
TO: Ty Lasher, City Manager
FROM: Anne Stephens, PE, City Engineer
RE: Woodlawn Project – Pedestrian Push Button Poles AMENDMENT

Council heard discussion on the pedestrian push button poles at their August 15th meeting. Since this meeting I reached out to Ed Thornton, Transportation Engineer and David LaRoche, Safety/ITS/Traffic Ops Engineer with the Kansas Division of the Federal Highway Administration (FHWA) in Topeka requesting guidance on the pedestrian push button issue. The gist of the conversation was that we are required to meet the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and Public Right-of-Way Accessibility Guidelines (PROWAG) to the maximum extent feasible. This means that the City must do everything within their power to meet all of the accessibility guidelines contained within these two documents. Should these guidelines not be met to the maximum extent feasible, the City is at risk of losing their federal funding (not just funding for the item that is in non-compliance) and could be subject to an accessibility lawsuit.

It is still my recommendation that the City Council approve the proposed change order for \$22,127.70.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Mike King, Secretary
Ronald J. Seitz, P.E., Chief



Phone: 785-296-3861
Fax: 785-296-2079
Hearing Impaired - 711
publicinfo@ksdot.org
<http://www.ksdot.org>

Sam Brownback, Governor

MEMO TO: County Engineers/Road Supervisors/Hwy. Administrators/Public Works Directors
City Engineers/Street Superintendents/Consultants

DATE: December 10, 2013

SUBJECT: American with Disabilities Act (ADA) Standards

RE: BLP Memo13-15

The attached letter from Mr. J. Michael Bowen, Division Administrator of the Kansas Division of FHWA, provides guidance on the appropriate application of Americans with Disability Act (ADA) standards within public rights-of-way. These guidelines will apply on all future projects developed with KDOT Bureau of Local Projects oversight. By following these guidelines we will be able to provide consistency and compliance with the applicable federal laws and regulations.

It is important to note that these guidelines apply to both the permanent features of a project and to the temporary work zone conditions. This means that the Temporary Traffic Control plan must also consider the ability of pedestrians, both able and disabled, to travel safely through or around the construction site. The LPA shall provide a temporary traffic control plan within the Design Plans, which includes the LPA's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public right of way within the project limits. The LPA's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules and regulations, and guidance pertaining to the same

Please help us in this effort by working with your partners to be sure all appropriate measures will be taken throughout the design and construction of these projects comply with ADA Standards.

If you have any questions, please contact Ed Thornton at (785)296-3861 or by email at edwardt@ksdot.org.

Sincerely,

Ronald J. Seitz, P.E., Chief
Bureau of Local Projects

Attachments: (FHWA letter dated May 23, 2013)

cc: Jim L. Kowach, P.E., KDOT, Director, Division of Engineering and Design
Gelene Savage, KDOT, Managing Attorney, Office of Chief Counsel
District Engineers
FHWA



U.S. Department
of Transportation
**Federal Highway
Administration**

Kansas Division

May 23, 2013

Section XII, Item F.

6111 SW 29th, Suite 100
Topeka, Kansas 66614
(785)228-2544
(785)271-1797 (fax)
www.fhwa.dot.gov/ksdiv/index.htm

In Reply Refer To:
HDA-KS

Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer
Kansas Department of Transportation
Topeka, Kansas 66603

Subject: Americans with Disabilities Act (ADA) Standards

Dear Mr. Younger:

There have been questions recently on the application of ADA standards in regards to the public rights-of-way. Title II of the ADA, which covers state and local governments, requires accessible new construction and alterations rather than adherence to a standard. Agencies must provide usability even if there are no standards for a specific facility type. The U.S. Department of Transportation (DOT) adopted the 2004 ADA Accessibility Guidelines in a Final Rule dated October 30, 2006 (ADAAG). These guidelines provide consistent usability for buildings and on-site facilities but do not address the public rights-of-way pedestrian environment.

The Public Rights-of-Way Accessibility Guidelines (PROWAG) were developed to specifically address designing new or altered public sidewalks, street crossings, and related pedestrian facilities. The PROWAG are not standards until the rule making process is complete but are the recommended best practices for areas not fully addressed by the present ADAAG standards. PROWAG is consistent with the ADA's requirement that all new facilities (and altered facilities to the maximum extent feasible) be designed and constructed to be accessible to and useable by people with disabilities. In this regard, DOT recognizes PROWAG as an equivalent facilitation and is the recommended approach for providing consistent usability within the public rights-of-way.

Consistency with ADA in the public rights-of-way can be achieved by agencies and designers several ways.

- Follow the PROWAG.
- Follow the ADAAG but supplement with PROWAG only where ADAAG is silent.
- Follow the ADAAG but must have reasonable and consistent policies for accessibility for persons with disabilities where ADAAG is silent, for example Accessible Pedestrian Signals (APS).

We expect agencies to clearly define the method above they have selected including their policies if they are not following ADAAG/PROWAG. Accessible features included in construction projects are eligible costs under all FHWA funding programs.

Sincerely yours,

J. Michael Bowen
Division Administrator

City of Bel Aire, Kansas



STAFF REPORT

DATE: August 7, 2023
TO: Ty Lasher, City Manager
FROM: Anne Stephens, Public Works Director
RE: Woodlawn Project – Pedestrian Push Button Poles

Proposal Focus:

Our Mission

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

Our Values

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

Current Situation:

Due to challenges with utilities in the intersection of 45th and Woodlawn, the signal poles needed to be adjusted to avoid utility conflicts. Adjusting the poles caused the crosswalk push buttons to be located out of the desired area from the Americans with Disabilities Act Guidelines (ADAAG), therefore adjustments needed to be made. In some areas, the adjustments are able to be made with extendable arms, but others were too far away and needed separate pedestrian push button poles (ped poles).

Goals:

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

Discussion:

As noted above, due to revising the location of the traffic signal poles, the pedestrian push buttons are now located outside the recommended area per the ADAAG. Extendable arms were able to be utilized in some instances, but separate pedestrian poles were required for other locations. The project team, consisting of the MKEC, Garver, Pearson and the City met on-site to determine the best solution for each push button unit that was out of compliance with the guidelines.

The cost for this change order is \$22,127.70.

Financials:

The additional cost associated with this Change Order will be included in the bonds and paid for out of the general fund. This Change Order will increase the total annual debt service payment by \$1,950.

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

Original Contract (Bid) Price	\$8,571,662.01
Change Order 1 (disincentive for temporary asphalt that did not meet specs)	(\$1.00)*
Change Order 2 (sanitary sewer line reconstruction)	\$27,038.00
Change Order 3 (working day adjustment for CO 2)	No change in cost
Change Order 4 (exploratory excavation for waterlines under UPRR (\$5,685.75) and water line lowering	\$59,655.75
Change Order 5 (quantity adjustment for steel and temporary traffic marking tape)	\$39,281.90
Change Order 6 (Shifting of Water Lines 2 & 3)	\$6,405.00
Change Order 7 (Rock Ditch Check & Odessa Water Line/RCB conflict)	\$8,872.50
Change Order 8 (Adding lights to stop sign at 45 th Street)	\$756.00
Change Order 9 (45 th Street “DO NOT TURN LEFT” sign)	\$367.50
Change Order 10 (Extra Work for Additional Cost for Elliptical Pipe)	\$1,412.25
Change Order 11 (Additional working days from 37 th Street water line conflict)	No Cost
Change Order 12 (Retaining Walls for Odessa)	\$38,556.00
Dondlinger Water Line Lowering	\$44,500.00**
Change Order 13 (Line 4 Storm Sewer Improvements)	\$31,734.15
Change Order 14 SWPPP Spec change	No Cost
Change Order 15 – 45 th and St. James SWS	\$11,327.75
Change Order 16 – Pedestrian Push Button Poles	\$22,127.70
Total Contract Cost with Proposed Change Order 16	\$8,863,695.51

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

** This change order will not be included as part of the KDOT contract, but will be run through as a completely separate contract with Dondlinger for expediency.

Recommendation:

It is staff's recommendation for Council to approve Proposed Change Order 16 in the amount of \$22,127.70 for the Pedestrian Push Button Poles.



July 14, 2023

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

Attention: Anne Stephens, PE

Re: KDOT Project 87 N-0678-01
Bel-Aire / Woodlawn, 37th St. N. to 45th St. N.
45th & Woodlawn Pedestrian Poles

Anne,

In order to meet accessibility and ADA requirements, it was discussed to add 5 EA 5' aluminum pedestrian poles to the traffic signals at the 45th & Woodlawn Intersection. Please see below the breakdown for the Change Order.

The proposed cost for this change order is itemized below.

Subcontracted	\$21,074.00
OH&P @ 5%	\$1,053.70
Total	\$22,127.70

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

Respectfully Submitted,
PEARSON CONSTRUCTION, LLC

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

Tyler Stevenson
Project Manager

Phillips Southern Electric Co., Inc.

650 E. Gilbert Wichita, Kansas 67211 Tel.316-265-4186 Fax 316-265-1942

June 30, 2023

Tyler Stevenson
Pearson Construction

RE: PSE Change Order Request #1 KDOT Grading & Surfacing Woodlawn 37th Thru 45th Sedgwick Co.
Installation of Pedestrian Push Button Poles at 45th and Woodlawn Intersection

Tyler,

We at Phillips Southern Electric are submitting Change Order #1 for **\$21,074.00**. This is to add 5 ea. 5’ aluminum pedestrian poles to the traffic signal installation at the intersection. This is required to meet accessibility and meet ADA requirements for pedestrian push button locations. This was discussed and reviewed with engineering. Pricing includes Pedestal Poles with hardware, concrete foundations, and conduit/wire back to traffic signal service boxes. Please see below for breakdown.

Labor	\$7,000.00
Equipment	\$5,400.00
Material	\$5,925.00
OH/Profit	\$2,749.00
Total	\$21,074.00

Please let me know if there are any questions or concerns.

Thanks,

Jason Phillips
President

City of Bel Aire, Kansas



STAFF REPORT

DATE: August 30, 2023
TO: Ty Lasher, City Manager
FROM: Anne Stephens, City Engineer
RE: Woodlawn Construction Services

Proposal Focus:

Our Mission

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

Our Values

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

Current Situation:

Garver is running out of fee for their work on the Woodlawn Construction project and is presenting an 'Hourly, Not to Exceed' fee for continued work on the Woodlawn project.

Goals:

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

Discussion:

Per KDOT's guidelines, Garver based their fee on the initial working day count for the project as provided by KDOT. Since then, the project has been granted an additional 70 working days. Not only is a qualified construction inspector required to oversee this project as part of the City's agreement with KDOT for the funding, Garver's personnel has been a tremendous help to me in navigating through this project. Their knowledge of the KDOT process, requirements and specifications has saved me a considerable amount of time and allowed me to work on other projects. They have gone over and beyond their specific duties when requested to help work through questions and issues that have arisen on the project. Their public involvement team has taken a considerable load off not only myself, but also Tristin in assisting both of us with answering questions from the public and providing timely information to help communicate with our residents.

Garver will be at the September 5th City Council meeting to provide a presentation to further inform Council of their role in this project and what they are continuing to do to not only support City Staff, but also meet KDOT requirements and look out for the City's best interest as construction progresses.

The original agreement with Garver for Construction Engineering/Inspection Services was for \$873,896.61. Garver initially presented a supplemental agreement for \$219,323.08 for their additional time on the project. Anne and Ty met with Garver to negotiate their fee. After negotiations, Garver agreed to lower their fee to \$199,297.70. Please keep in mind that this is an

‘Hourly, Not to Exceed’ fee. If time is not spent on the project, the City will not be charged the entire fee. Garver has a history of not using their entire construction observation fee on City subdivision projects and I expect the same amount of diligence about providing good service to the City while being cognizant about the amount of time and effort that is spent on the project to do what they can to limit costs to the City.

Financials:

The additional cost associated with this Supplemental Agreement will be included in the bonds and paid for out of the general fund. This Supplemental Agreement will increase the total annual debt service payment by approximately \$17,650.

Recommendation:

City Staff does not have the necessary qualifications or time to be able to fulfill the construction engineering/inspection requirements of the contract between the City and KDOT. Staff recommends that the Council approve the Supplemental Agreement with Garver for their continued work on the Woodlawn project.

WORK ESTIMATE FORM**Cost plus Net Fee****Work Scope Defined by Project Plans**Date 8/29/2023Consultant's Name Garver, LLC (Project # 19C07000.2) Project No. 087 N 0685-01Mailing Address 1995 Midfield Dr
Wichita, KS 67206 County/City Sedgwick/Bel AireWorking Days 70Work Estimate No. _____ CMS Contract No. 521092575Project Location Woodlawn Avenue from 37th to 45thName of Project Manager Patrick Herman Phone Number 316-207-5239Name of Chief Inspector Eric Strecker Phone Number 316-305-5379

1. Pre-construction preparation	Eng(s) &/or Mang.	<u>0</u> @	<u>\$0.00</u> =	<u>\$0.00</u>
	Techn(s)	<u>0</u> @	<u>\$0.00</u> =	<u>\$0.00</u>
	Coordinator(s)	<u>0</u> @	<u>\$0.00</u> =	<u>\$0.00</u>
	Clerical	<u>0</u> @	<u>\$0.00</u> =	<u>\$0.00</u>
Subtotal				<u>\$0.00</u>

2. Field Inspection daily contract documents	Eng(s) &/or Mang.	<u>28</u> @	<u>\$82.00</u> =	<u>\$2,296.00</u>
	Techn(s)	<u>1470</u> @	<u>\$32.60</u> =	<u>\$47,922.00</u>
	Coordinator(s)	<u>105</u> @	<u>\$42.00</u> =	<u>\$4,410.00</u>
	Clerical	<u>14</u> @	<u>\$23.00</u> =	<u>\$322.00</u>
Subtotal				<u>\$54,950.00</u>

3. On-site Testing	Eng(s) &/or Mang.	<u>3.5</u> @	<u>\$82.00</u> =	<u>\$287.00</u>
	Techn(s)	<u>105</u> @	<u>\$32.60</u> =	<u>\$3,423.00</u>
	Coordinator(s)	<u>21</u> @	<u>\$42.00</u> =	<u>\$882.00</u>
	Clerical	<u>3.5</u> @	<u>\$23.00</u> =	<u>\$80.50</u>
Subtotal				<u>\$4,672.50</u>

4. Surveying	Eng(s) &/or Mang.	<u>0</u> @	<u>\$0.00</u> =	<u>\$0.00</u>
	Techn(s)	<u>0</u> @	<u>\$0.00</u> =	<u>\$0.00</u>
	Coordinator(s)	<u>0</u> @	<u>\$0.00</u> =	<u>\$0.00</u>
	Clerical	<u>0</u> @	<u>\$0.00</u> =	<u>\$0.00</u>
Subtotal				<u>\$0.00</u>

5. Final Paper Preparation	Eng(s) &/or Mang.	<u>0</u> @	<u>\$0.00</u> =	<u>\$0.00</u>
	Techn(s)	<u>0</u> @	<u>\$0.00</u> =	<u>\$0.00</u>
	Coordinator(s)	<u>0</u> @	<u>\$0.00</u> =	<u>\$0.00</u>
	Clerical	<u>0</u> @	<u>\$0.00</u> =	<u>\$0.00</u>
Subtotal				<u>\$0.00</u>

Total Direct Payroll Costs \$59,622.50

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
Eng(s) &/or Mang.	31.5 @	\$82.00 =	\$2,583.00
Techn(s)	1575 @	\$32.60 =	\$51,345.00
Coordinator(s)	126 @	\$42.00 =	\$5,292.00
Clerical	17.5 @	\$23.00 =	\$402.50
Total Direct Payroll Costs			\$59,622.50
B. Salary Related Overhead	183.49 %		\$109,401.33
C. Total Payroll plus Overhead			\$169,023.83
D. Net Fee			\$25,353.57

E. Direct Expenses (Travel, Postage, Misc.)

Per Diem & Subsistence	Days	@	=	\$0.00
Mileage	miles	\$0.66/mile		
Auto	@			\$0.00
Pickup	7455 @	\$0.66		\$4,920.30
Postage	@			\$0.00
Testing Laboratory or Consulting Firm to Assist				
(Name of Lab or Firm)	@			\$0.00
(Details Needed)				
Equipment Rental	@			\$0.00
(Details \$500 +)				
Total Other Direct Expenses				\$4,920.30

TOTAL COST PLUS NET FEE ESTIMATE \$199,297.70

Consultant Representative



Date

8/29/23

LPA Authorized Representative

Date

Approving KDOT Representative

Date

City of Bel Aire, Kansas



STAFF REPORT

DATE: August 30, 2023
TO: Ty Lasher, City Manager
FROM: Anne Stephens, Public Works Director
RE: Cedar Pass Water and Storm Sewer System – Change Order No. 3

Proposal Focus:

Our Mission

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

Our Values

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

Current Situation:

During the construction, Garver discovered incorrect backyard inlet top elevations on their storm sewer plans. This change order includes additional grading required to rework the ground to conform to the corrected inlet top elevations.

Goals:

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

Discussion:

Garver discovered incorrect backyard inlet elevations that were on their storm sewer plans. This affected the grading associated with the backyard easements. This change order covers the additional work to regrade the backyard easements to conform to the corrected inlet top elevations.

Financials:

The additional costs associated with this change order will be included in the contract costs for the storm water drainage project and will be financed through a bond and spread as special assessments against the benefiting lots.

Recommendation:

Staff recommends that the City Council accept Change Order No. 3 for \$29,624.93.



4701 Northshore Drive
North Little Rock, AR 72118

TEL 501.376.3633
FAX 501.372.8042

www.GarverUSA.com

Section XII, Item H.

Construction Contract Change Order

Project: Cedar Pass WDS & SWS Bel Aire, KS 20T41282	Change Order No. 3
	Date Prepared: August 17, 2023
	Prepared by: Levi Turner

Owner: City of Bel Aire 7651 E Central Park Ave Bel Aire, KS 67226	Contractor: Nowak Construction 200 S Goddard Rd Goddard, KS 67052
--	---

Description of Work Included in Contract
Construction of Water Distribution System and Storm Water Drain to serve Cedar Pass Addition - Phase 1

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)


A. Cedar Pass Additional Grading Contours For Lot Grade Changes

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
A.		Site Clearing (GPS Model & Misc.)	LS			1	\$3,725.00	\$0.00	\$3,725.00
A.		Excavation	CY			13261	\$1.75	\$0.00	\$23,206.75
A.		Nowak Construction Markup	LS			1	\$2,693.18	\$0.00	\$2,693.18
								\$0.00	\$0.00
								\$0.00	\$0.00
Summation of Cost								\$0.00	\$29,624.93
Net Cost for this Change Order									\$29,624.93

Estimated Project Cost		Time Change	
Estimated Project Cost		Contract Start Date	
Original Contract Amount	\$1,049,176.90	Contract Start Date	May 23, 2023
Previously Approved Changes	\$72,992.54	Original Contract Time (calendar days)	100
This Change Order	\$29,624.93	Previously Approved Changes (calendar days)	0
New Contract Amount	\$1,151,794.37	Additional Contract Time This Change Order (calendar days)	
		Suspended Time (calendar days)	
		New Construction Completion Date	August 31, 2023

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver	 _____ Engineer's Signature	Sr. Proj. Mgr. _____ Title	8/22/2023 _____ Date
ACCEPTED BY CONTRACTOR	Alan Blough _____ Contractor's Signature	Project Manager _____ Title	8/22/2023 _____ Date
APPROVED BY OWNER	_____ Owner's Signature	_____ Title	_____ Date

City of Bel Aire, Kansas

STAFF REPORT

DATE: August 28, 2023

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Cedar Pass Paving Bids



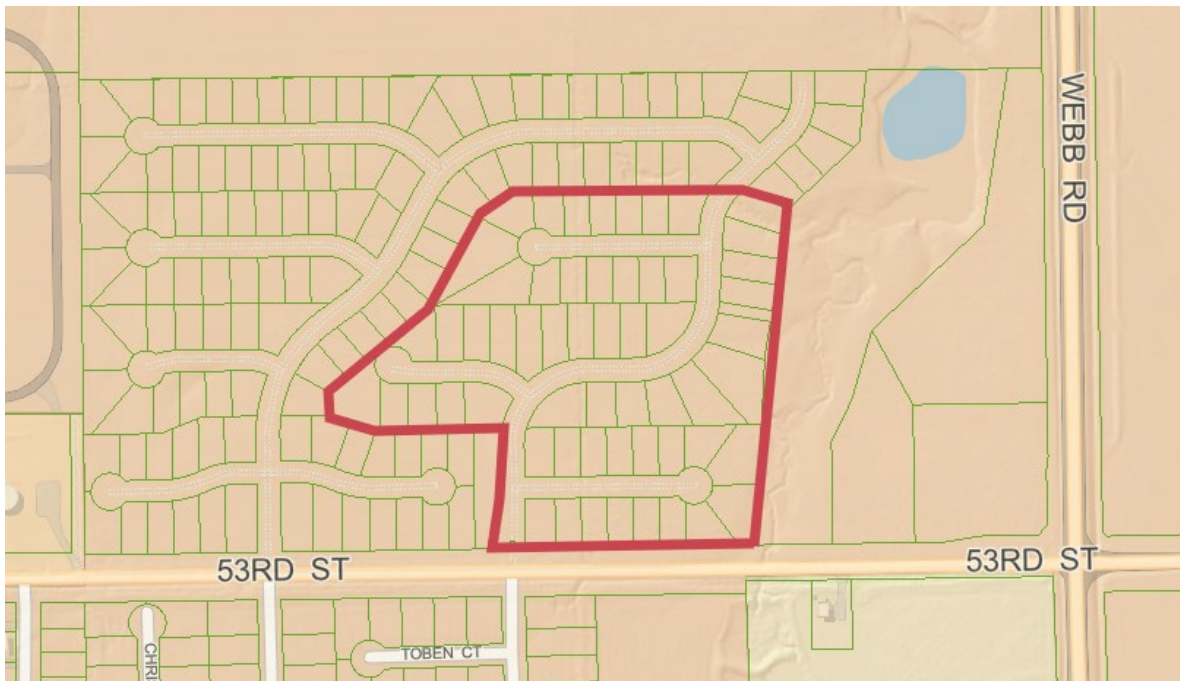
BACKGROUND:

The Developer of Cedar Pass is ready to move forward with the construction of the Paving Improvements to support new homes in the subdivision.

DISCUSSION:

Garver worked with the Developer to design the paving improvements for Cedar Pass. Bids were accepted on August 24th for the project. Four contractors responded to the solicitation.

Contractor	Asphalt	Concrete
Engineer's Estimate	\$746,040.00	\$746,040.00
APAC	\$649,328.35	\$747,030.35
Kansas Paving	\$578,085.10	\$650,739.86
Pearson	\$624,745.60	\$829,031.60
Prado	No Bid	\$692,678.40



FINANCIAL CONSIDERATIONS: The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots.

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

RECOMENDATION: There is a 11.83% difference between the low bid for the concrete and the low bid for the asphalt. Staff recommends that the City Council accept the bid for concrete from Kansas Paving for \$650,739.86.

Cedar Pass Bid Tabs Aug 24, 2023			Engineers Estimate		Kansas Paving		Prado Construction		Pearson Construction		APAC	
Bid Item Description	UOM	QUANTITY	UNIT PRICE	TOTAL	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Excavation	cy	1572	\$ 12.00	\$ 18,864.00	\$ 6.00	\$ 9,432.00	\$ 5.00	\$ 7,860.00	\$ 8.00	\$ 12,576.00	\$ 8.00	\$ 12,576.00
Borrow Excavation	cy	134	\$ 12.00	\$ 1,608.00	\$ 15.00	\$ 2,010.00	\$ 10.00	\$ 1,340.00	\$ 22.00	\$ 2,948.00	\$ 40.00	\$ 5,360.00
AC Pavement 7" (5" Bit Base)	sy	8882	\$ 30.00	\$ 266,460.00	\$ 28.00	\$ 248,696.00		\$ -	\$ 32.00	\$ 284,224.00	\$ 30.00	\$ 266,460.00
Crushed Rock Base 5", Reinforced	sy	11588	\$ 9.00	\$ 104,292.00	\$ 7.00	\$ 81,116.00	\$ 7.25	\$ 84,013.00	\$ 7.00	\$ 81,116.00	\$ 10.00	\$ 115,880.00
Concrete Pavement (VG) 7" (Reinf)	sy	591	\$ 30.00	\$ 17,730.00	\$ 45.00	\$ 26,595.00	\$ 52.00	\$ 30,732.00	\$ 65.00	\$ 38,415.00	\$ 67.00	\$ 39,597.00
Subgrade Manipulation	sy	11588	\$ 1.00	\$ 11,588.00	\$ 2.00	\$ 23,176.00	\$ 2.50	\$ 28,970.00	\$ 1.25	\$ 14,485.00	\$ 3.25	\$ 37,661.00
Curb, Median	lf	52	\$ 30.00	\$ 1,560.00	\$ 25.00	\$ 1,300.00	\$ 20.00	\$ 1,040.00	\$ 28.00	\$ 1,456.00	\$ 50.00	\$ 2,600.00
Curb and Gutter , Combined (3 5/8")	lf	5327	\$ 15.00	\$ 79,905.00	\$ 11.00	\$ 58,597.00	\$ 10.00	\$ 53,270.00	\$ 14.00	\$ 74,578.00	\$ 16.00	\$ 85,232.00
Curb, monolithic (6 5/8")	lf	183	\$ 8.00	\$ 1,464.00	\$ 3.00	\$ 549.00	\$ 3.00	\$ 549.00	\$ 6.00	\$ 1,098.00	\$ 4.00	\$ 732.00
Wheelchair Ramp	ea	2	\$ 2,500.00	\$ 5,000.00	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00	\$ 850.00	\$ 1,700.00
Sidewalk, 6" Concrete (AE)	sf	6579	\$ 12.00	\$ 78,948.00	\$ 3.50	\$ 23,026.50	\$ 4.00	\$ 26,316.00	\$ 4.00	\$ 26,316.00	\$ 4.25	\$ 27,960.75
Inlet Hookup	ea	7	\$ 1,500.00	\$ 10,500.00	\$ 800.00	\$ 5,600.00	\$ 400.00	\$ 2,800.00	\$ 1,800.00	\$ 12,600.00	\$ 400.00	\$ 2,800.00
Inlet Underdrain	lf	140	\$ 50.00	\$ 7,000.00	\$ 1.00	\$ 140.00	\$ 14.00	\$ 1,960.00	\$ 25.00	\$ 3,500.00	\$ 25.00	\$ 3,500.00
Sawcut	lf	86	\$ 20.00	\$ 1,720.00	\$ 3.00	\$ 258.00	\$ 3.00	\$ 258.00	\$ 5.00	\$ 430.00	\$ 6.00	\$ 516.00
Electrical Conduits, 4"	lf	150	\$ 20.00	\$ 3,000.00	\$ 12.00	\$ 1,800.00	\$ 14.00	\$ 2,100.00	\$ 8.00	\$ 1,200.00	\$ 30.00	\$ 4,500.00
Maintain Existing BMPs	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 50.00	\$ 50.00	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
BMP, Curb Inlet Protection	ea	7	\$ 7,500.00	\$ 52,500.00	\$ 1.00	\$ 7.00	\$ 50.00	\$ 350.00	\$ 80.00	\$ 560.00	\$ 80.00	\$ 560.00
BMP, Erosion Control Blanket	sy	4576	\$ 1.00	\$ 4,576.00	\$ 0.10	\$ 457.60	\$ 1.15	\$ 5,262.40	\$ 1.10	\$ 5,033.60	\$ 1.10	\$ 5,033.60
Project Signage	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,875.00	\$ 3,875.00	\$ 2,150.00	\$ 2,150.00	\$ 3,875.00	\$ 3,875.00	\$ 3,875.00	\$ 3,875.00
Project Seeding (Permanent)	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,250.00	\$ 3,250.00	\$ 5,000.00	\$ 5,000.00	\$ 4,485.00	\$ 4,485.00	\$ 4,485.00	\$ 4,485.00
Site Clearing	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 81,950.00	\$ 81,950.00	\$ 40,000.00	\$ 40,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00
Site Restoration	LS	1	\$ 11,540.00	\$ 25,325.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 21,000.00	\$ 21,000.00	\$ 7,000.00	\$ 7,000.00
Contractor Provided Testing	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 7,150.00	\$ 7,150.00	\$ 6,000.00	\$ 6,000.00
			Total	\$ 746,040.00	Total	\$578,085.10	Total	NO BID	Total	\$624,745.60	Total	\$649,328.35
Add Alternate												
Deduct Asphalt Pavement, 7"		8882	\$ 30.00	\$ 266,460.00	\$ 28.00	\$ 248,696.00		\$ -	\$ 32.00	\$ 284,224.00	\$ 30.00	\$ 266,460.00
Concrete Pavement 6"		8882	\$ 30.00	\$ 266,460.00	\$ 36.18	\$ 321,350.76	\$ 44.00	\$ 390,808.00	\$ 55.00	\$ 488,510.00	\$ 41.00	\$ 364,162.00
Add Alternate Total			Add Alt Total	\$ 746,040.00	Add Alt Total	\$650,739.86	Add Alt Total	\$ 692,678.40	Add Alt Total	\$ 829,031.60	Add Alt Total	\$ 747,030.35

City of Bel Aire, Kansas

STAFF REPORT

DATE: August 18, 2023

TO: Governing Body

FROM: City Attorney

RE: Consent Annexation near 53rd and Webb (Woolley)



Background:

The owners of this unplatted tract of land (approximately 8.380 acres) have signed an agreement to have their property annexed into the corporate boundaries of the City of Bel Aire. The agreement includes a temporary tiered tax rebate, zoning plan, and agreement to allow the property to attach to city water and sewer at a later time. This agreement makes the annexation process easier than if the City were to initiate a unilateral annexation.

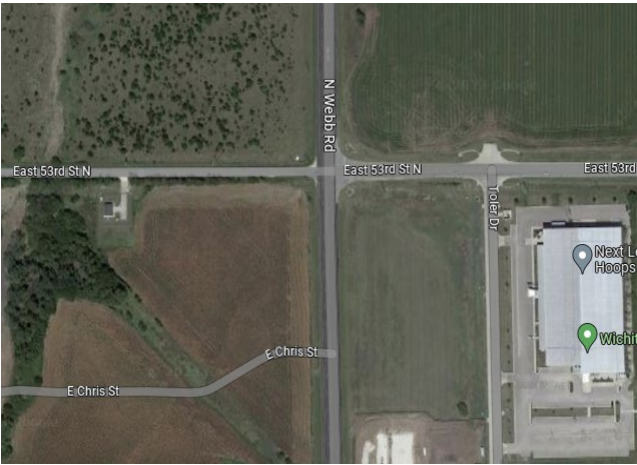
Discussion:

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

Parcel (PIN 00289653)



Google Satellite Image



Recommendation from Staff:

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

CONSENT TO AND AGREEMENT FOR ANNEXATION

This consent to and agreement for annexation is made and entered into as of the ____ day of _____, 2023, by and between the City of Bel Aire, Kansas, a municipal corporation (the “City”) of the State of Kansas, and James Woolley and Narnie Woolley who hold fee simple title to the real property hereinafter described.

WHEREAS, James Woolley and Narnie Woolley who hold fee simple title to the real property hereinafter described, desire the annexation of said real property into the corporate boundaries of the City of Bel Aire, Kansas; and

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

WHEREAS, the parties agree to the following conditions of Annexation:

1. Upon written request of the property owners, the City shall grant the legally described property a (5) year rebate for City taxes. Bel Aire taxes may be rebated in the following increments for the first (5) tax years following this annexation:

YEAR 1: 100 percent of Bel Aire tax portion

YEAR 2: 100 percent of Bel Aire tax portion

YEAR 3: 75 percent of Bel Aire tax portion

YEAR 4: 50 percent of Bel Aire tax portion

YEAR 5: 25 percent of Bel Aire tax portion

or until the property is sold or platted for development.

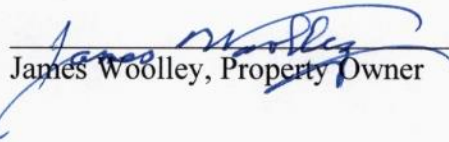
2. The property is currently classified as Agricultural Use. Upon initial annexation, the property will be zoned AG (Agricultural).
3. The property is currently, adequately served by existing utilities and other services. For the purposes of K.S.A. 12-520b, as amended, there is no further plan for the extension of services.

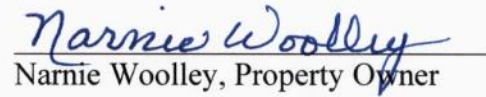
NOW, THEREFORE, James Woolley and Narnie Woolley, who hold fee simple title to the following real property, do hereby request, petition and consent to the annexation, pursuant to K. S. A. 12-520 (7), into the corporate boundaries of the City of Bel Aire, Kansas by the Governing Body of the City of Bel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

**N 495 FT E 880 FT N1/2 NE1/4 EXC RDS & EXC PT BEG 602 FT W NE
COR NE 1/4 S 219 FT W 108 FT N 219 FT E TO BEG SEC 20-26-2E**

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

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


James Woolley, Property Owner


Narnie Woolley, Property Owner

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

Jim Benage, Mayor, City of Bel Aire

SEAL:

ATTEST:

MELISSA KREHBIEL, CITY CLERK

ACKNOWLEDGMENTS

STATE OF KANSAS
COUNTY OF SEDGWICK SS:

BE IT REMEMBERED, that on this 16th day of August, 2023, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came James Woolley, Property Owner, and he has executed this instrument of writing on the day above first written.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year written above.

Melissa A. Krehbiel
Notary Public

My appointment expires: 08/28/2026



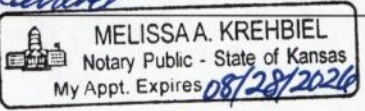
STATE OF KANSAS
COUNTY OF SEDGWICK SS:

BE IT REMEMBERED, that on this 16th day of August, 2023, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Narnie Woolley, Property Owner, and she has executed this instrument of writing on the day above first written.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year written above.

Melissa A. Krehbiel
Notary Public

My appointment expires: 08/28/2026



STATE OF KANSAS
COUNTY OF SEDGWICK SS:

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Jim Benage, Mayor, City of Bel Aire, and he has executed this instrument of writing on the day above first written.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year written above.

Notary Public

My appointment expires: _____

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

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. ____

AN ORDINANCE ANNEXING AND INCORPORATING A PORTION OF SECTION **20-26-2E** INTO THE BOUNDARIES OF THE CITY OF BEL AIRE, KANSAS.

WHEREAS, James Woolley and Narnie Woolley, who hold fee simple title to the real property hereinafter described, desires the annexation of said real property into the corporate boundaries of the City of Bel Aire, Kansas; and has requested the same in writing on ____ day of _____, 2023;

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

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

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

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

SECTION 2: The real properties are legally described as:

N 495 FT E 880 FT N1/2 NE1/4 EXC RDS & EXC PT BEG 602 FT W NE COR NE 1/4 S 219 FT W 108 FT N 219 FT E TO BEG SEC 20-26-2E

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

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

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

ADOPTED by the Governing Body of the City of Bel Aire, Kansas this ____ day of, _____, 2023.

Approved:

Jim Benage, Mayor, City of Bel Aire

SEAL:

ATTEST:

MELISSA KREHBIEL, CITY CLERK

RESOLUTION NO. R-2023-_____

Affiliation KPERS to KP&F

BE IT RESOLVED, on the ____ day of _____, 2023, that the governing body of the City of Bel Aire, Kansas, a participating employer in the Kansas Public Employees Retirement System, hereby makes application in accordance with K.S.A. 74-4954b to become a participating employer in the Kansas Police and Fireman's Retirement System to provide for the inclusion of all current eligible Police Officers and to transfer the membership of all Police Officers presently covered under the Kansas Public Employees Retirement System to the Kansas Police and Firemen's Retirement System effective _____ .

Adopted this ____ day of _____ .

[Seal]

Jim Benage, MAYOR

ATTEST:

Melissa Krehbiel, CITY CLERK

CERTIFICATE

I, Melissa Krehbiel, the duly appointed and qualified City Clerk of Bel Aire, Kansas, do hereby certify that the foregoing Resolution is a true copy of the whole of said original adopted by the City Council of the City of Bel Aire, Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Bel Aire, Kansas, ____ day of _____, 2023.

Melissa Krehbiel
City Clerk

MINUTES

Aurora Park Gravel Roads Task Force
City Hall Community Room
7651 E Central Park Avenue
Bel Aire, KS
August 14th, 2023 at 6:00 pm

CALL TO ORDER: At 6:03 pm, Sean Matheny, Chair, called the meeting to order. Opening Prayer was led by Lisa Bellecci.

PRESENT: Lisa Bellecci, Gary Breault, Marty Couey, Chad Crittenden, Carolyn Gunzelman, Judy Schroeder, Mark Schroeder, Connie White

ABSENT: Butch Amey, Logan Schrag

APPROVAL OF MINUTES: From July 10th Meeting: Motion to Approve by Gary Breault, 2nd by Marty Couey. **MOTION Approved 9 - 0**

Meeting Schedule: Next Meeting: **Monday, Sept 11, 2023; 6:00 pm**

UNFINISHED BUSINESS:

Update from meeting with Anne - Atty, Ken - Garver, Marty - Public Works. It was determined that the best way to grade was to move the test rock to the center of the road. That was done and it has started to move again to the edge. The Task Force had requested that the road be sprayed with water before the test rock was laid down, and they did. That allowed for the rock to "embed" somewhat on the roadway. COMMENTS from neighbors: "everybody likes it", "I haven't heard anyone complain", "It's not as bad as it was." "Rock didn't break down, less dust - not as fine as it was and it doesn't carry as far in the air, and the rock stayed on the road." We consider the test section a Success! New rock will be laid down on all the other roads in question when the Task Force gives our recommendation to the City Council.

Discussion of presenting information on another option for the future if residents are still dissatisfied with dust. Marty Couey will put together information to be submitted regarding this future option.

Motion by Carolyn Gunzelman to instruct the chairperson to write a recommendation on using the present test rock for all roads in question, to be presented to the Task Force at our next meeting. 2nd by Judy Schroeder. MOTION CARRIED 9 - 0.

Proposed Implementation and Maintenance of gravel roads - As people see potholes, call the City to come out and they will fix it as they have in the past. Essential maintenance (pulling rock to the center and leveling) will be done every 60-90 days .

Recommendations for drainage repair and maintenance. Chair Matheny reported that the Task Force was asked to name the "hot spots" to be first addressed: i.e., 37th Street & Harding, 39th

& Harding, 40th & Harding, and Parkwood & 39th. Issues include that pipes be checked for capacity to move the volume of water; to look at the need for a concrete retaining wall; that a dam be installed over a drain so branches will not clog; that culverts are large enough and turn enough so they aren't crushed. Chair Matheny reported that the city wants to regularly clean culverts and ditches on a scheduled cycle, in some kind of "master plan". Discussion: what the Hot Spots are; if a culvert is functional, clean it out and move down the road. If the culvert is crushed or has a negative grade, pull it up and put in a new one.

MOTION by Carolyn Gunzelman to instruct Chair Matheny to write a recommendation, using input from individual Task Force members (sent to him by Sept 1st), for a 5-year plan for drainage repair and maintenance to present to the Task Force and be reviewed at our next meeting for eventual recommendation to the City Council. Judy Schroeder seconded. MOTION CARRIED 9-0.

NEW BUSINESS: Presentation by Sean Matheny of other meeting topics: a) Big trucks (UPS, Amazon, etc.) speeding and tearing up the road; b) Speed limit reduced from 30 to 20 mph would require a petition from 51% of residents, (of all of Aurora Park), agreeing to it. This can be proposed at any time by a group of concerned citizens.

Discussion of continuing the Task Force past the anticipated October ending.

ADJOURNMENT: MOTION to adjourn by Connie White. Seconded by Gary Breault. MOTION CARRIED: 9 -0. Meeting adjourned at 7:11 pm

MANAGERS REPORT

DATE: August 31, 2023
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: September 5, 2023 Agenda



Consent Agenda (VI)

The Consent Agenda contains only the minutes of the August 15th regular City Council meeting.

AP Ordinance (VII)

This reporting period includes two payroll periods. The City made the first payment to InfoSend to create a postage fund equal to two months of postage. Statements and late notices should be sent via InfoSend starting with September 15th billing. Refunds were issued to Hot Dawg Pool Party registrants.

City Requested Appearances (VIII)

Pat Herman (Garver) will be here to give a monthly update on Woodlawn construction progress.

Public Hearings (Item IX)

At the August 15th meeting, City Council approved publication of Notice for the following two public hearings. Per state statute, Notice was published on the City's website and in the *Ark Valley News* on August 24th. Tonight, after each hearing is closed (by motion and vote), the Council will have the opportunity to take action on these matters.

Exceeding Revenue Neutral Rate (Items A&B) – Following the public hearing for this item, the Council may consider a Resolution regarding exceeding the revenue neutral rate.

City of Bel Aire Budget (Items C&D)- Following the public hearing for this item, the Council may consider adopting the 2024 budget.

Ordinances, Resolutions and Final Actions (XII):

Special Assessments (Item A)

The following projects are complete, ready for permanent financing and to be special assessed on the benefiting properties. As required, notices will be mailed, a public hearing scheduled, and formal adoption will be taking place over the next few weeks.

These actions start the process. Staff as well as Gilmore & Bell will be at the meeting to explain the process and answer questions.

Project No. 1 – Bristol Hollows Phase 1 - Drainage Improvements
Authorized by Resolution No. R-20-01

Construction of drainage improvements and mass grading, including tree and bush removal, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Project No. 2 – Bristol Hollows Phase 1 - Paving Improvements
Authorized by Resolution No. R-20-02

Grading, paving, curb and gutter appurtenant improvements, and otherwise improve Bristol Street from the south line of 53rd Street North to termination at Lot 22, Block B; and Bristol Circle; all in Bristol Hollows Addition, Bel Aire, Sedgwick County, Kansas, with and plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

Project No. 3 – Bristol Hollows Phase 1 – Sanitary Sewer Improvements
Authorized by Resolution No. R-20-03

Install a sanitary sewer main, manholes, easement grading and appurtenant improvements in the following locations in Bristol Hollows Addition, Bel Aire, Sedgwick County, Kansas: Running along Lots 20-31, Block A, Bristol Hollows Addition, beginning near the east line of said Lot 20 and ending near the east line of said Lot 31; and Running along lots 23-30, Block B, Bristol Hollows Addition, beginning near the west line of said Lot 23 and ending near the north line of said Lot 30; all in accordance with City of Bel Aire standards and plans and specifications prepared or approved by the City Engineer.

Project No. 4 – Bristol Hollows Phase 1 – Water Main Improvements
Authorized by Resolution No. R-20-04

Install a water main along with appurtenant improvements in the following locations in Bristol Hollows Addition, Bel Aire, Sedgwick County, Kansas: Beginning at the existing water main built in the south right of way of 53rd Street north, then running south along the east right-of-way of Bristol Street. Temporary termination at the west line of Lot 22, Bristol Hollows Addition, Sedgwick County; and Install a water main along with appurtenant improvements in the following locations in Bristol Hollows Addition, Bel Aire, Sedgwick, County, Kansas: Beginning at the proposed water main built in the east right of way of Bristol Street, then running west along the north right-of-way of Bristol Circle and across Bristol Street. Then looping back into a connection on the north side of

Bristol Circle; all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Project No. 5 – Central Park 3rd Addition Phase 2 - Paving Improvements
Authorized by Resolution No. R-20-05

That there be constructed pavement on Gabriel from the north line of Lot 12, Block A, north to the south line of Hampton; on Hampton from the south line of Gabriel north to the west line of Pheasant Ridge St.; on Pheasant Ridge St. from the west line of Hampton, east to the east line of Lot 31, Block A; on Holder Ln. from the north line of Lot 12, Block B, north to the south line of Pheasant Ridge St. That said pavement between aforesaid limits be constructed for a width of twenty-six (26) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty (30) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary.

Project No. 6 – Central Park 3rd Addition Phase 2 – Sanitary Sewer Improvements
Authorized by Resolution No. R-20-06

That there be constructed a lateral sanitary sewer, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

Project No. 7 – Central Park 3rd Addition Phase 2 – Water Distribution Improvements
Authorized by Resolution No. R-20-07

That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

Project No. 8 – Rock Spring Addition Phase 7 –Paving Improvements
Authorized by Resolution No. R-20-12

That there be constructed pavement on CHRIS from east return of Chris and Pebblecreek Street to the East line of Rock Spring Addition (Phase 7); CHERRYWOOD CT. from east return of Cherrywood Ct. and Pebblecreek Street to and including the cul-de-sac. That said pavement on Chris and Cherrywood Ct. between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5' sidewalk shall be installed on the south side of Chris adjacent to the new pavement.

Project No. 9 – Rock Spring Addition Phase 7 – Sanitary Sewer Improvements
Authorized by Resolution No. R-20-13

Construction of a lateral sanitary sewer to serve the area described below, to be constructed with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

Project No. 10 – Rock Spring Addition Phase 7 –Water Improvements
Authorized by Resolution No. R-20-14

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances 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.

Sidewalk Replacement Program FY 2023 (Item B)

The 2022 Sidewalk Replacement Program was a grant project that allowed residents to apply for repair of sidewalk issues on their property. For 2022, Council approved \$15,000 for the program. City Code Enforcement sent out notification to 23 Bel Aire residents in regard to sidewalk repairs. The City received 23 applications, with 20 being awarded. In order to achieve cost savings, the City then bundled repairs into a single project and requested quotes on the project. The project was awarded to Ruiz Concrete. In all, 93 sidewalk slabs were replaced, for a total of 1,860 square feet of sidewalk. Given the success of the program, staff recommends that the Council renew the program and grant funding in the amount of \$15,000.00 for Fiscal Year 2023.

Quotes for Water Test Stations (Item C)

KDHE requires monthly water sampling to ensure safe drinking water. Each sample must be taken from a faucet within the structure of an approved location. For testing purposes, the City is divided into 10 zones, with 5 sample locations within each zone, for a total of 50 locations. These locations must meet KDHE regulations. The locations are selected by staff and submitted to KDHE for approval each year. It is common practice to create two sampling plans and alternate between years to ensure that we are not missing potential areas of concern. As city growth hits milestones, we are required to add more sample locations. When the City reaches a population of 12,901, we will be required to add 25 new locations.

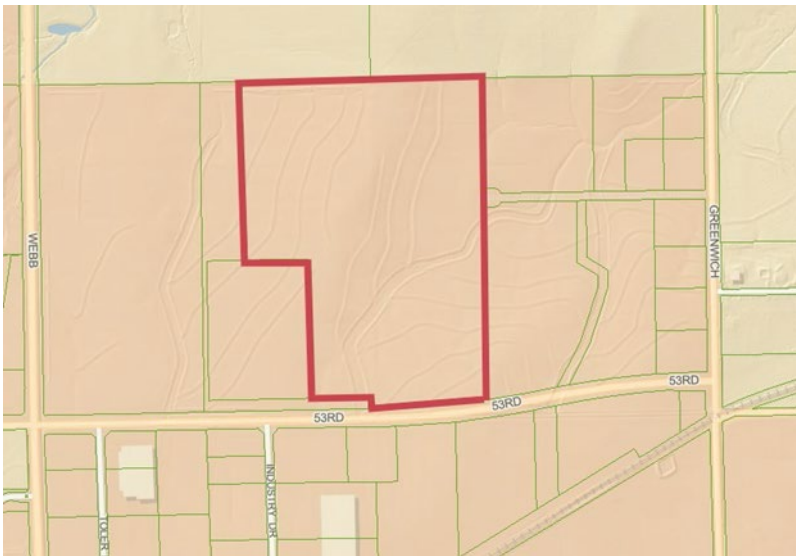
The current method of collecting samples requires a staff member to enter private homes and businesses, which can cause scheduling conflicts with residents. A few residents have protested being on the list, which has required staff to rework and resubmit the sampling plan to the State. Other Cities are switching to dedicated test sample stations and Staff

recommends that Bel Aire do the same. This will result in less staff hours required to take samples and less intrusions into residents’ homes.

Staff received quotes from 4 suppliers for water test stations. Staff recommends Council accept the quote from Municipal Supply for 45 test stations in the amount of \$49,500.00.

Agreement for SCP 3rd Construction Observation Services (Item D)

The Developer is ready to begin construction on the first phase of Sunflower Commerce Park 3rd. The City requested Short Elliott Hendrickson (SEH) to prepare an agreement for Construction Observation services for the SCP 3rd Development. The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends Council accept the Agreement for Professional Services from SEH in the amount of \$236,000 for construction observation services.



SCP 3rd Overlot Grading Bids (Item E)

The Developer of Sunflower Commerce Park 3rd is ready to move forward with Overlot Grading to prepare for SCP 3rd construction. SEH worked with the Developer to design the grading improvements for Sunflower Commerce Park 3rd. Three contractors submitted bids, with Unruh Excavating being the low-bidder. The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends Council accept the bid from Unruh Excavating for \$914,727.95.

Pedestrian Push Button Change Order, Woodlawn (Item F)

Due to Americans with Disabilities Act Accessibility Guidelines (ADAAG) and challenges with utilities, the locations of the pedestrian push buttons must be adjusted at the intersection of 45th and Woodlawn. At the last meeting, Council tabled this item and

asked MKEC and staff to bring back more information. Staff is recommending that Council approve the proposed change order due to federal guidelines for ADA and the failure to comply could lead to penalties or loss of funds. Anne has provided a report in your packet and MKEC will be at the meeting to answer any questions.

Supplemental Agreement, Woodlawn Construction Observation (Item G)

As part of the City's agreement with KDOT for the Woodlawn funding, a qualified construction inspector is required to oversee this project. City Staff do not have the necessary qualifications to fulfill the construction engineering/inspection requirements of the contract between the City and KDOT. Garver was selected for this role by the City Council at the beginning of the project. Per KDOT's guidelines, Garver based their fee on the initial working day count for the project. Since then, the project has been granted an additional 70 working days.

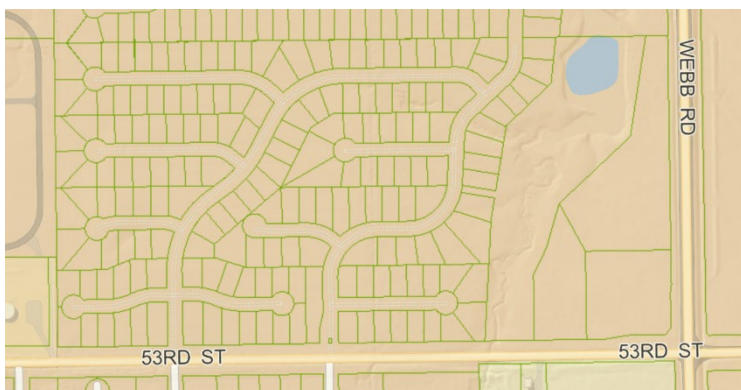
The original agreement with Garver for Construction Engineering/Inspection Services was for \$873,896.61 and 360 days. Due to the additional 70 working days granted by KDOT, Garver is asking for additional dollars to cover inspection costs. Staff were initially presented a supplemental agreement for \$219,323.08 for Garver's additional time on the project. Anne and Ty met with Garver to discuss the fee. After negotiations, Garver agreed to lower their fee to an hourly, not-to-exceed fee of \$199,297.70. The additional cost associated with this Supplemental Agreement will be included in the bonds and paid for out of the general fund. This Supplemental Agreement will increase the total annual debt service payment by approximately \$17,650.

Change Order No. 3 - Cedar Pass SWD (Item H)

During construction, Garver discovered incorrect backyard inlet top elevations on their storm sewer plans. This change order includes additional grading to correct the inlet top elevations. The additional costs associated with this change order will be included in the contract costs for the storm water drainage project and will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends Council accept Change Order No. 3 for \$29,624.93.

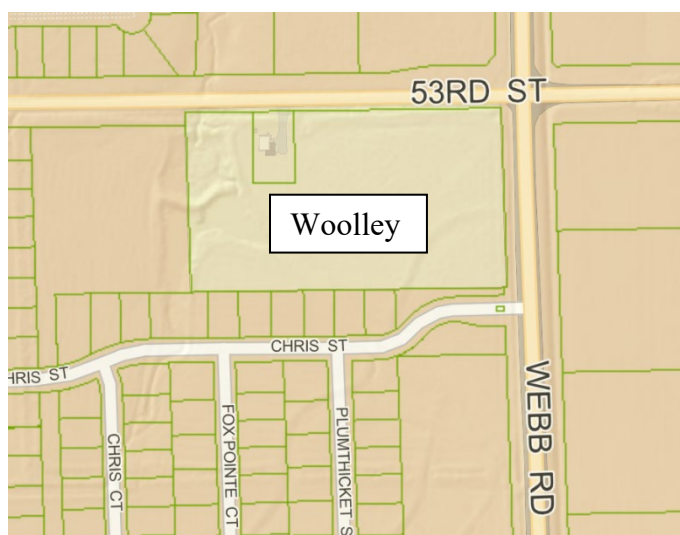
Cedar Pass Paving Bids (Item I)

The Developer of Cedar Pass is ready to move forward with paving for Phase 1. Garver completed the design and solicited bids for both asphalt and concrete. Four contractors submitted bids, with Kansas Paving being the low bid for both concrete and asphalt. The concrete bid was 12% higher than asphalt and Council has determined if the concrete is no more than 30% more, it is better in the long run to pay more for concrete now which saves future maintenance costs. The Developer would prefer asphalt as he feels asphalt is much quicker and the higher interest rates make the 15-year specials more attractive than the 20-year specials. The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends Council accept the low bid for concrete from Kansas Paving.



Annexation Agreement and Ordinance- Woolley property (Items J & K)

The owners of this unplatted tract of land (approximately 8.380 acres) have signed a consent agreement to have their property annexed into the corporate boundaries of the City of Bel Aire. The agreement includes a temporary tiered tax rebate, zoning plan, and agreement to allow the property to connect to city water and sewer at a later date. A consent agreement makes the annexation process easier than if the City were to initiate a unilateral annexation. This annexation allows the city to clean up “islands” that are not a part of the city even though those properties are wholly surrounded by the City. Annexing this property into Bel Aire would make the boundary lines of the City contiguous. Staff recommends that Council accept the annexation agreement and approve the Ordinance.



Resolution – K P&F Retirement Fund (Item L)

During the budget process, Council prioritized employee retention as a goal. In looking at surrounding cities as competitors, it was concluded that Bel Aire was one of only a few municipalities in the region who did not offer this type of retirement system for police. As efforts continue for retention of current officers and to aid in future recruitment, this

move was included in the 2024 Budget. The resolution before you tonight is the first step in the process needed to formalize the change from KPERS to K P & F.

Executive Session (XIII)

Staff is requesting an executive session.

Discussion and Future Issues (XIV) – September Workshop

This month, the Council workshop falls on September 12th at 6:30 p.m. The agenda includes final report on the Parks Master Plan for Rec Center, Bel Aire Park and Central Park. The Central Park Pool will also be discussed. Presentation on Public Works Facility study considering expanding at current site or relocating in Sunflower Commerce Park.