



**AGENDA**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**March 21, 2023 7:00 PM**



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

**II. ROLL CALL**

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

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

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

**V. DETERMINE AGENDA ADDITIONS**

**VI. CONSENT AGENDA**

**A.** Minutes of the March 7, 2023 City Council special meeting.

**B.** Minutes of the March 7, 2023 City Council regular meeting.

**C.** Municipal Water Conservation Plan 2023

**D.** Appointment of Jennifer Hill as Interim City Attorney for the City of Bel Aire.

**E.** Confirm the Mayor's reappointment of Rebecca Armstrong to the Bel Aire Tree Board. Her new term will expire on April 16, 2025.

**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 23-05 in the amount of \$1,127,770.46.

**Action:** Motion to (approve / deny / table) Appropriations Ordinance 23-05.

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

## VIII. CITY REQUESTED APPEARANCES

- IX. CITIZEN CONCERNS:** *If you wish to speak, please fill out a "Request to Speak" card at the podium and give it to the City Clerk before the meeting begins. When you are called on by the Mayor, please go to the podium, speak into the microphone, and state your name and address before giving your comments. Please limit your comments to 3 minutes in the interest of time. If more time is needed, you may request an extension from the Mayor.*

## X. REPORTS

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

## XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

- A. Consideration of a Fireworks Sales Permit by Bellino Fireworks, Inc. to be located at 4552 N Woodlawn pending Sedgwick County Fire Marshall inspection (Bel Aire Lions Club).**

**Action:** Motion to (approve / deny / table) the Bellino Fireworks, Inc. Fireworks Sales Permit for 2023 pending Sedgwick County Fire Marshall inspection and authorize all required signatures.

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

- B. Consideration of A Consent To and Agreement For Annexation for a parcel located on the South Side of 53rd Street (Kilgore property).**

**Action:** Motion to (accept / deny / table) the Consent To and Agreement For Annexation for the Kilgore property and authorize the Mayor to sign.

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

- C. Consideration of An Ordinance Annexing And Incorporating the Kilgore Property Into The Boundaries Of The City Of Bel Aire, Kansas.**

**Action:** Motion to approve/table/deny the annexation of Portions Of Section 24-26-1E (the Kilgore Property) 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 \_\_\_\_\_

**D. Consideration of accepting the dedication of streets and other public ways, service and utility easements and land dedicated for public use as shown on the Final Plat of Skyview At Block 49 4th Addition.**

**Action:** Motion to (accept / deny / table) the dedications within the Final Plat for Skyview At Block 49 4th Addition and authorize all required signatures.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Roll Call Vote:

Greg Davied \_\_\_\_\_ Tyler Dehn \_\_\_\_\_ Emily Hamburg \_\_\_\_\_

Justin Smith \_\_\_\_\_ John Welch \_\_\_\_\_ Jim Benage \_\_\_\_\_

**E. Consideration of accepting a quote for development of a new Comprehensive Development Plan. Quotes were received from three companies:**

<u>Contractor</u>	<u>Amount</u>	<u>Timeframe</u>
Multistudio	\$39,815	May 1-November 30
PEC	\$53,000	April 1-September 30
RDG	\$125,000	Fall 2023-Summer 2024

**Action:** Motion to (accept / deny / table) the quote from \_\_\_\_\_ in the amount not to exceed \$ \_\_\_\_\_ and authorize the Mayor to sign.

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

**F. Consideration of a bid for sewer point repairs at various locations in Bel Aire. Five bids were solicited with one bid being submitted by Utility Maintenance Contractors in the amount of \$118,475.00.**

**Action:** Motion to (accept / deny / table) the bid from Utility Maintenance Contractors in the amount not to exceed \$118,475.00 for sewer point repairs and authorize the Mayor to sign.

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

**G. Consideration of a bid for replacement of the water main on Hanover between Auburn and Kenawee. Five bids were solicited with two being returned:**

<u>Contractor</u>	<u>Total Bid</u>
UMC	\$238,315.00
McCullough	\$211,300.00

**Action:** Motion to (accept / deny / table ) the bid from \_\_\_\_\_ in the amount not to exceed \$ \_\_\_\_\_ for replacement of the water main on Hanover between Auburn and Kenawee and authorize the Mayor to sign.

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

**H. Consideration of a Municipal Court Service Provider Agreement with Shawn P. Lautz of Lautz Law, LLC.**

**Action:** Motion to (approve / deny / table) the Municipal Court Service Provider Agreement with Shawn P. Lautz of Lautz Law, LLC and authorize the Mayor to sign.

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

**XII. 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 the KSA 75-4319 exception for attorney-client privilege. Invite the City Manager, Interim City Attorney and Ken Lee. 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 \_\_\_\_\_

**XIII. DISCUSSION AND FUTURE ISSUES**

**XIV. ADJOURNMENT**

**Action:** Motion to adjourn.

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

***Additional Attachments***

- A. Finance Report - February 2023**
- B. Rec Activities - February 2023**
- C. City Manager's Report - March 21, 2023**

**Notice**

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





## MINUTES CITY COUNCIL SPECIAL MEETING

7651 E. Central Park Ave, Bel Aire, KS  
March 07, 2023 6:15 PM



I. **CALL TO ORDER:** Mayor Jim Benage called the meeting to order at 6:15 p.m.

II. **ROLL CALL**

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

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, and City Clerk Melissa Krehbiel.

III. **EXECUTIVE SESSION**

**MOTION:** Councilmember Welch moved to go into executive session for the exclusive purpose of discussing confidential commercial financial information pursuant to the KSA 75-4319 exceptions for Confidential Financial Data and Trade Secrets and to invite in the City Manager, Assistant City Manager, City Attorney and Kevin Cowan. The meeting will be for a period of 40 minutes, and the open meeting will resume in City Council Chambers at 6:56 p.m. Councilmember Smith seconded the motion. ***Motion carried 5-0.***

The City Council then held an executive session. At 6:59 p.m., Mayor Benage called the meeting back to order in open session. He stated no binding action had been taken.

IV. **ADJOURNMENT**

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

The meeting adjourned at 6:59 p.m.



**MINUTES**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**March 07, 2023 7:00 PM**



**I. CALL TO ORDER:** Mayor Jim Benage called the meeting to order at 7:02 p.m.

**II. ROLL CALL**

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

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

**III. OPENING PRAYER:** Gary Green provided the opening prayer.

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

Mayor Benage led the pledge of allegiance.

**V. PROCLAMATION**

**A. American Red Cross Month, March 2023**

Mayor Benage read and signed the proclamation.

**VI. DETERMINE AGENDA ADDITIONS**

**VII. CONSENT AGENDA**

**A. Minutes of the February 21, 2023 City Council meeting.**

**B. Approve Bellino Fireworks Kansas, Inc to be located at 4552 N Woodlawn Blvd as qualifying for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.**

**C. Approve Shocker Fireworks to be located at 4501 N Oliver as qualifying for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.**

**D. Approve Waz Up Fireworks, LLC to be located at 9745 E 50<sup>th</sup> St N (Clinic In A Can) as qualifying for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.**

- E. Approve Wholesale Fireworks Enterprises, LLC to be located at 6334 E Crestmark as qualifying for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.**
- F. Final Amendment to Employment Contract – City Attorney**
- G. Confirm the Mayor's appointment of Gary Breault to the Aurora Park Gravel Roads Task Force.**

Mayor Benage requested to amend the Consent Agenda by removing Item B.

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

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

- A. Consideration of Appropriations Ordinance 23-04 in the amount of \$729,446.02.**

**MOTION:** Councilmember Davied moved to accept Appropriations Ordinance 23-04. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

## **IX. CITIZEN CONCERNS**

Lyle Ackerman, 4920 N Hillcrest, spoke regarding recent street improvements. He thanked the City for repairing streets and gutters in Pearson's First Addition and thanked Kansas Paving for working on the project, even in inclement weather.

## **X. REPORTS**

- A. Council Member Reports**

Councilmember Dehn reported he attended the most recent meetings of the Bel Aire Chamber, K-254 Corridor Development Association and Chisholm Creek Utility Authority (CCUA). He noted that the Bel Aire Parks survey is available on the City website and encouraged residents to offer their input. He heard concerns from residents about their concerns about bus route changes resulting from connecting sidewalks. Concerned residents should reach out to the USD 259 Transportation department for more information on bus routes.

Councilmember Davied reported he attended the most recent meetings of the K-254 Corridor Development Association and Chisholm Creek Utility Authority.

Councilmember Smith briefly reported on the latest CCUA meeting.

Councilmember Welch reported he attended the most recent meetings of the K-254 Corridor Development Association and Chisholm Creek Utility Authority. He encouraged residents to donate blood.

Councilmember Hamburg reported she attended the Integra Technologies announcement, the most recent meetings of the K-254 Corridor Development Association and Chisholm Creek Utility Authority, and the Sunrise Christian Academy performance of Anastasia.

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

Mayor Benage reported that he attended the latest meeting of the CCUA and the Sunrise Christian Academy performance of Anastasia. He also met with the Mayor of Park City regarding the CCUA agreement. He noted that the Sedgwick County Association of Cities (SCAC) will meet on March 11<sup>th</sup>.

Mayor Benage wished happy birthdays to Councilmembers Davied and Smith, and congratulations to Laura Rainwater on her appointment to Sedgwick County Election Commissioner. He also encouraged residents to patronize Dollar General and Los Campos (formerly Los Cunados) during the Woodlawn construction.

## **C. City Attorney Report**

City Attorney Kelly briefly reported on recent happenings in the state legislature. Regarding her recent resignation, she stated that while she looks forward to her new position for the City of Derby, she appreciated her time as City Attorney for Bel Aire and she will continue to be a fan and supporter of Bel Aire.

## **D. City Manager Report**

City Manager Lasher said he has enjoyed working with City Attorney Kelly and will miss her, and he wished her well in her new endeavors.

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

## **A. Consideration Of Approving An Incentive Agreement Between City Of Bel Aire, Kansas And Integra Technologies, Inc.**

CEO Brett Robinson, Integra Technologies, Inc, gave a brief review of his company's history and plans for the proposed facility in Bel Aire.

**MOTION:** Councilmember Smith moved to accept An Incentive Agreement Between City Of Bel Aire, Kansas And Integra Technologies, Inc. and authorize the Mayor to sign. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

## **B. Consideration of A Letter Of Support For Integra Technologies Chips For American Incentives Proposal.**

**MOTION:** Councilmember Davied moved to approve A Letter Of Support For Integra Technologies Chips For American Incentives Proposal and authorize the Mayor to sign. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

**C. Consideration of A Resolution Of Support For Integra Technologies Chips For American Incentives Proposal.**

**MOTION:** Councilmember Dehn moved to approve A Resolution Of Support For Integra Technologies Chips For American Incentives Proposal and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 5-0.*

**D. Consideration of Consideration of Letter of Intent to Issue Industrial Revenue Bonds for Integra Technologies, Inc.**

Kevin Cowan of Gilmore and Bell, Bond Counsel for the City, stood for questions from the City Council.

**MOTION:** Councilmember Smith moved to approve A Letter of Intent to issue Industrial Revenue Bonds for Integra Technologies, Inc and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

**E. Special Presentation and Recess.**

Mayor Benage presented a plaque to City Attorney Jacqueline Kelly and thanked her for her service.

**MOTION:** Councilmember Smith moved to take a 15- minute recess. Councilmember Welch seconded the motion. *Motion carried 5-0.*

The meeting was in recess. At 7:35 p.m., Mayor Benage called the meeting to order.

**F. Consideration of accepting a quote for development of a new Comprehensive Development Plan. Quotes were received from three companies:**

<u>Contractor</u>	<u>Amount</u>
Multistudio	\$39,815
PEC	\$53,000
RDG	\$125,000

Jay Cook, Director of Community Development, stood for questions from the Council. The Council requested more information from the contractors regarding start and completion dates for the project.

**MOTION:** Councilmember Smith moved to table Item F. Councilmember Davied seconded the motion. *Motion carried 5-0.*

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

City Attorney Kelly advised that the maintenance of the retaining walls will be the responsibility of the property owners going forward. Councilmembers asked that City staff send a courtesy letter to the property owners, notifying them of this responsibility.

**MOTION:** Councilmember Smith moved to approve the Change Order Request from Pearson Construction in the amount of \$38,556.00 for retaining walls in the northeast and southeast corners of Woodlawn and Odessa, and also to send a letter to the property owners, and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. *Motion carried 5-0.*

**H. Consideration of the quote from Dondlinger Construction for the lowering of the 18” water line and plugging the 6” water line at 44<sup>th</sup> and Woodlawn in the amount of \$44,500.00.**

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

**MOTION:** Councilmember Smith moved to approve the quote from Dondlinger Construction in an amount not to exceed \$44,500.00 for lowering the 18” water line and plugging the 6” water line at 44th and Woodlawn, and to work with MKEC on an appropriate cost-sharing agreement as determined by the City Manager, and authorize the Mayor to sign all related documents. Councilmember Welch seconded the motion. *Motion carried 5-0.*

**I. Consideration of A Consent To and Agreement For Annexation for a parcel located on the South Side of 53rd Street (Kilgore property).**

City Attorney Kelly requested that Items I and J be tabled, and the City seek attorney counsel within the next 30 days regarding whether to pursue annexation by consent or by another method.

**MOTION:** Councilmember Hamburg moved to table the Consent To and Agreement For Annexation for the Kilgore property. Councilmember Davied seconded the motion. *Motion carried 5-0.*

**J. Consideration of An Ordinance Annexing And Incorporating [the Kilgore Property] Into The Boundaries Of The City Of Bel Aire, Kansas.**

**MOTION:** Councilmember Smith moved to table Item J to ask for advice from counsel on whether to pursue annexation in this manner or a different one. Councilmember Davied seconded the motion. *Motion carried 5-0.*

**XII. CITY REQUESTED APPEARANCES**

**A. 45th Street Update - Ken Lee and Chris Bohm, Garver**

Ken Lee and Chris Bohm stood for questions from City Council and gave a brief presentation on the projected timeline for the project design.

**XIII. EXECUTIVE SESSION**

**MOTION:** Councilmember Smith moved to go into executive session for the sole purpose of discussion of the subject of: Attorney-client privilege regarding contractual obligations,

pursuant to the KSA 75-4319 exception for: Attorney-client privilege. Invite the City Manager and the City Attorney. The meeting will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 9:10 p.m. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

The City Council then held an executive session. At 9:15 p.m., the Council returned to the Council Chambers. Mayor Benage stated no binding action had been taken and called the meeting back to order in open session.

#### **XIV. DISCUSSION AND FUTURE ISSUES**

##### **A. Monthly Workshop – March 14, 2023 at 6:30 pm?**

The Council briefly discussed the agenda for the next workshop, which will be held on March 14<sup>th</sup> at 6:30 p.m.

#### **XV. ADJOURNMENT**

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

The meeting adjourned at 9:21 p.m.

# 2023 Municipal Water Conservation Plan

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## City of Bel Aire

7651 E Central Park Avenue  
Bel Aire, Kansas 67226  
(316) 744-2451

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# Municipal Water Conservation Plan for the City of Bel Aire

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## Introduction

The City of Bel Aire has undertaken a number of steps to ensure a dependable water supply for customers since 1980. The original water supply for the City of Bel Aire was obtained from wells in the Equus Beds Aquifer. In 1988, public concerns over the taste and quality of the Equus Bed water source prompted the City of Bel Aire to enter into a twenty year contract with the City of Wichita to supply potable water. A new contract was signed with the City of Wichita in 2018, securing a continued water supply through 2028. The City of Wichita obtains water from two sources; approximately 60% is surface water extracted from Cheney Reservoir, while the remaining 40% is ground water extracted from the Equus Beds near Halstead.

The City of Bel Aire served 3,675 residents in 1990, 10 years after incorporation. The City of Bel Aire’s population has increased 261% to an estimated total of 8488 residents in 2022 (based on the most recent estimate from the US Census). Building growth increased 47.4% from 1,976 units in 2000 to 3,041 units in 2018. Under the current water contract with the City of Wichita, the City of Bel Aire is not allowed to service outside the service boundary agreement. However, a provision is included that allows the City of Bel Aire to add up to 320 acres outside the service area per year with consent from the City of Wichita. The two cities also agree to discuss other service expansion possibilities in the future.

In 2002, Bel Aire partnered with the City of Park City to create a regional utility system, known as the Chisholm Creek Utility Authority (CCUA). A new independent body was formed between the two cities to provide water and sewer services to both communities.

The CCUA constructed new water and wastewater treatment plants located in Park City. They went on-line in January 2003, providing services to both communities. Additional water rights were acquired from KGE (later Westar, now Evergy) to secure future growth. The Chisholm Creek Utility Authority receives its water from well fields in the vicinity of the CCUA facility.

Bel Aire receives its water from both CCUA and the City of Wichita, with the total average current demand capable of being supplied by a combination from both sources. The City of Bel Aire maintains a 1 million gallon water tower, as well as a 500,000 gallon water tower, for proper storage and pressure. Chlorine levels are monitored electronically at both the CCUA facility and the water towers, 24 hours a day. Daily testing occurs as required by KDHE to ensure safe drinking water for its customers.

The City of Bel Aire believes the Municipal Water Conservation Plan represents an additional step in providing citizens with a dependable water supply for years to come.

Municipal Water Conservation Plan

The primary objectives of the Municipal Water Conservation Plan for the City of Bel Aire are to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought / Emergency Contingency Section) to assure the City customers have an adequate water supply to meet their needs. The efficient use of water also limits or postpones water distribution system expansion, thus limiting or postponing the resultant increase in debt, while conserving the limited water resources of the State of Kansas.

Long-Term Water Use Efficiency

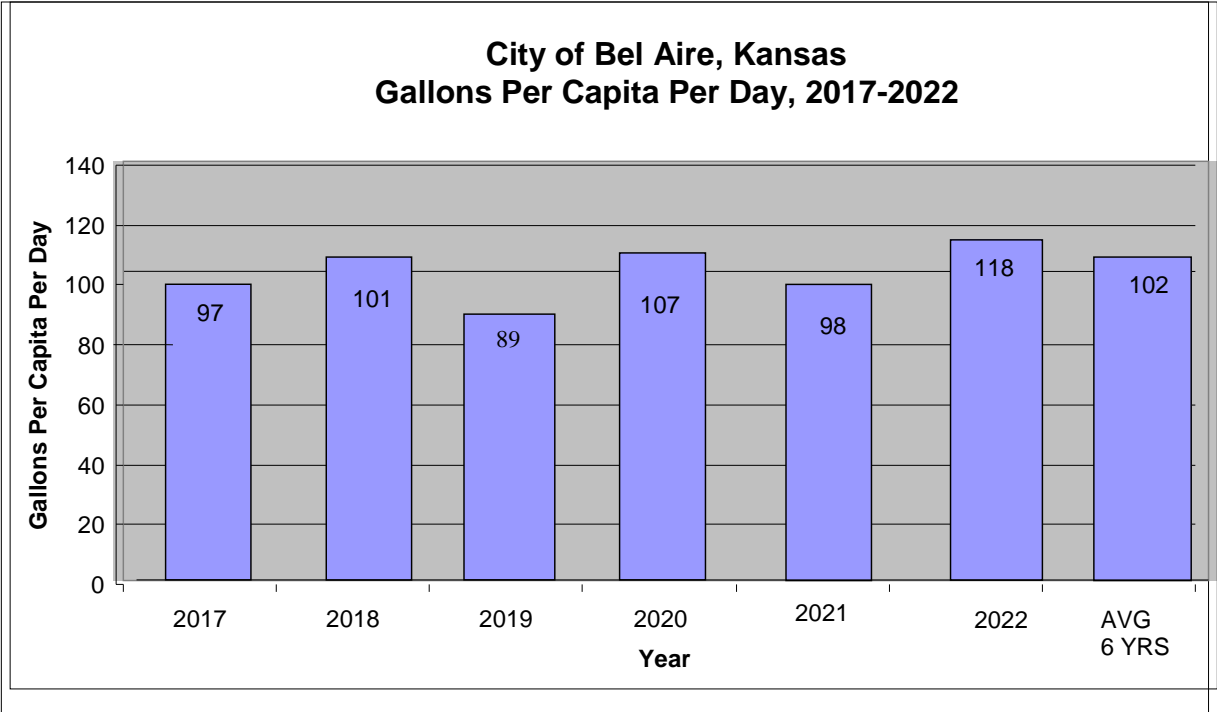
Water Use Conservation Goals

The City of Bel Aire metered 365,956,500 gallons of water sold in 2022 or 69,989,700 more gallons than for year 2021. Based on the estimated US Census population of 8488 residents for 2021, this means that the City of Bel Aire had an average of 118.1 gallons per capita per day (GPCD) in 2022. This GPCD figure does not include:

- a) Water distributed for free public services (parks, swimming pool, etc.);
- b) Water lost by leaks or purging of lines in the water distribution system;
- c) Unaccounted water.

The GPCD figure is obtained by dividing the total gallons used throughout the system by the most recent population estimate from the US Census. It is a strict mathematical computation that does not take into account commercial, industrial, school and hospital water use; it does not mean that each resident of Bel Aire uses 118.1 gallons of water per day, rather it is just an indicator to see how the City of Bel Aire’s GPCD figure compares with other cities who may or may not have commercial, industrial, school and hospital water use. 2022 precipitation was 36.2 inches, which was 5.7 fewer inches than for 2021. The decrease of 2022 precipitation and increasing aridification is believed to account for contributing to 2022’s increase of 20.1 GPCD.

According to the United States Geological Survey, Public Supply Water Use in Kansas in 2015, the City of Bel Aire is located in Region 7M of Kansas. There are eight regions in Kansas, and Region 7 includes Bel Aire and its Equus-Walnut planning area. The “M” designates water suppliers for populations between 500 and 9999 people. 7M had an average usage of 97 GPCD from 2011 – 2015 compared to Bel Aire’s 114 GPCD for the same period. Bel Aire’s average GPCD from 2011 – 2017 was 111 GPCD, representing a decrease in usage from 2011 – 2015, even though there has been continued residential and industrial development. Bel Aire did not achieve its GPCD goal of 100 not to exceed for 2022. Bel Aire’s 2023 GPCD goal is again not to exceed 100 with expectation of an average rainfall of 34.31 inches.



**Figure 1 - Gallons Per Capita Per Day**  
**Sources: Bel Aire Water Usages (2017-2022)**

**Water Conservation Practices**

This subsection of the plan summarizes the current education, management, and regulatory efforts that relate to the long-term conservation of water in the City. Specific practices that will be undertaken to conserve water are listed and a target date to begin each practice is also indicated.

**Education**

The City water bills show the total number of gallons of water used during the billing period, along with the dollar amount of the bill; however, water conservation tips are not normally provided with the water bills. The City is performing ongoing education efforts to develop the community’s understanding of water issues and conservation as part of its “*Did You Know?*” information series provided in the *Breeze*, *Beacon*, and City web site. Other efforts could include water conservation pamphlets, media releases, public events and exhibitions, civic presentations, and promotion of landscapes capable of thriving on small water usage. The City of Bel Aire will also participate in any educational campaigns that the City of Wichita publicizes for water conservation.

The City has chosen the following conservation practices and target dates for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

<b>Education Conservation Practices</b>	<b>Target Date</b>
1. Water Conservation Plan copies available to public	Ongoing
2. Provide information to the general public about lawn water needs on a regular basis during summer months, including the promotion to use Soil Moisture Monitoring systems and/or Smart Controllers for lawn sprinkler control	Ongoing
3. Utility bills will show the amount of water used in gallons and the cost of the water for the current billing period and previous year's usage	Ongoing
4. Water conservation articles, tips and issues will be discussed each month during the summer through local Cox cable Channel 7 and in <i>The Breeze</i> newspaper and <i>Beacon</i> e-letter. A “ <i>Did You Know?</i> ” information series has begun in these media.	Ongoing
5. Local schools and teachers will be encouraged to become involved in water conservation with information provided by the City and to utilize the educational resources of Wichita's W.A.T.E.R Center at 101 East Pawnee, telephone 316.350.3387	Ongoing
6. Make available information on water conserving landscape practices through publications, local news media, seminars, utility billing inserts, or other appropriate means.	Local Cox cable Channel 7 & City website – ongoing

## Management

The City of Bel Aire maintains a water meter for each water customer. The water meters are read on a monthly basis, on or about the tenth (10<sup>th</sup>) of each month, and customers are billed accordingly. Water meters are installed for all Residential and Commercial customers. Customer meters are scheduled for an accuracy check and possible repair or replacement upon receiving a request to do so from the customer. Water leaks from the City public water distribution systems are repaired when customers report significant leaks in water mains or when located by City personnel. Water pressure is checked and monitored 24 hours per day, 7 days per week, or if a customer is concerned that their water pressure is too low. In 2015, all outdated residential meters within the City were replaced with new, radio-read meters. This improves the accuracy of these meters and allows the City to better track water usage and leaks.

The City of Bel Aire charges customers a base rate as well as a consumption rate per 1,000 gallons used. There are six volumes of consumption rates that charge for water based on a progressive rate structure that increases as consumption increases. This rate structure is in place to encourage conservation and is in line with the requirements of the contract with the City of Wichita. The contract with Wichita does include a “take-or-pay” provision, which was revised in 2018.

The City of Bel Aire realizes that greater emphasis must be placed on maintaining accurate measurement of water use in total at customer meters, which is now within 10% of total water produced, and that a water-use records system must be maintained, that can be used to effectively and efficiently manage the City public water distribution system.

<b>Management Conservation Practices to be Taken</b>	<b>Target Date</b>
1. All source water (CCUA or Wichita) will have meters installed and the meters will be repaired or replaced within two weeks when malfunctions occur	Current Operating Policy
2. Meters for source water will be tested for accuracy as recommended by meter OEM's or if meter readings become suspect. Meters will be replaced if they fail to meet industry standards	Current Operating Policy
3. Meters at each individual service connection will be replaced if they are not within industry standards	Current Operating Policy
4. All meters for source water will be read monthly. Meters at individual service connections will be read at least once a month or more as determined necessary	Current Operating Policy
5. The City will implement a water management review, which will result in a specified change in water management practices or implementation of a leak detection and repair program or plan, whenever the amount of lost exceeds 10% of annual source water	Current Operating Policy
6. Water charges will be based on the amount of water used (per 1,000 gallons of metered consumption)	Current Operating Policy
7. A water rate structure designed to curb excessive use of water will continue	Current Operating Policy
8. Develop and implement a program to incorporate water conserving landscape principles into future City landscape development projects, including renovation of existing landscape	Ongoing
9. Develop and implement an irrigation management program for City irrigated grounds	Current Operating Policy
10. Encourage the recycling of wastewater for selected industrial or irrigation purposes	Current Operating Policy

## Regulation

The City of Bel Aire currently regulates water conservation through an adopted Water Policy, the city code (municipal code), the enforced Plumbing Code, and regulations imposed by the City of Wichita. Municipal codes are available at: <http://belaireks.gov/documentcenter>.

A Wholesale Water Sales Agreement with the City of Wichita requires Bel Aire to enforce any restrictive measures when such measures are placed on wholesale customers served by

Wichita. The service agreement between the City of Bel Aire and the Chisholm Creek Utility Authority is subject to availability and capacity restrictions of the CCUA facility. The City will pursue further corrective action as circumstance dictate.

Regulation Action to be Taken	Target Date
1. All new or renovated construction will install toilets that use no more than1.6 gallons per flush or less and low flow showerheads that use 2.5 gallons per minute or less.	Enforced through Plumbing Code
2. Other appropriate regulation actions	As Circumstances Dictate

Drought / Emergency Contingency

The City of Bel Aire will address any short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage as water supply conditions deteriorate. The City Manager is authorized by ordinance (No. 387) to implement the appropriate conservation measures.

STAGE 1: WATER WATCH

Triggers

Currently, the City of Bel Aire is governed by water restrictions imposed by the City of Wichita and the Chisholm Creek Utility Authority’s ability to supply and/or distribute water to Bel Aire. This Water Watch Stage is triggered by any one of the following conditions:

- 1. The City storage has fallen below 70% capacity and has a slower than normal recovery rate.
- 2. Demand for one day is in excess of 1.6 million gallons per day (mgd).
- 3. Provider of purchased water has issued a Stage 1 Water Watch.

Goals

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

Education Actions

The City will make occasional news releases on Cox cable Channel 7, The Bel Aire Breeze, utility billing inserts, and other media outlets describing present conditions and indicating the water supply outlook. Notification will be broadcast on Cox cable Channel 7, the City’s Alert

and Notification system, and other possible communication methods indicating water watch status and will include water conservation information.

**Management Actions**

1. Leaks will be repaired as soon as detected; work will be completed within 48 hours of detection or as soon as possible depending on severity of the leak.
2. The City monitors its use of water and will curtail activities such as hydrant flushing and street cleaning.

**Regulation Actions**

Regulations in Stage 1 will be advisory. The public will be asked to curtail outdoor water use and to make efficient use of indoor water, i.e. wash full loads, take short showers, don't let faucets run, etc.

***STAGE 2: WATER WARNING***

**Triggers**

Currently, the City of Bel Aire is governed by water restrictions imposed by the City of Wichita and the Chisholm Creek Utility Authority's ability to supply water to Bel Aire. The Water Warning Stage is triggered by any one of the following conditions:

1. The City storage cannot be maintained above 60% capacity or has a slower than normal recovery rate.
2. Demand for one day is in excess of 1.8 million gallons per day (mgd).
3. Provider of purchased water has issued a Stage 2 Water Warning.

**Goals**

The goals for this stage are to reduce peak demand by 20% and to reduce overall weekly consumption by 10%.

**Education Actions**

1. The City will make weekly news releases for media outlets and post information at City sites describing present conditions and indicating the water supply outlook for the upcoming week.
2. Water conservation articles will be provided to The Breeze and information will be shown on Channel 7, the City website, and at other City communication outlets.
3. The City will communicate any essential information through its Alert and Notification system.

**Management Actions**

1. The City water supply is monitored 24 hours a day.
2. Leaks will be repaired within 24 hours of detection; outside contractors may be used to make repairs if needed.
3. The City will curtail its water usage, including operations of fountains, watering of City grounds, filling of swimming pools and washing of vehicles.



- 4. The City Manager may direct city police to enforce water conservation policies that could include citations or termination of service.
- 5. If a leak is found in a customer’s line, water service may be turned off while repairs are being made.

**Regulation Actions**

- 1. An odd / even watering system will be imposed on City residents. Residents with odd numbered addresses will water on odd days; even addresses will water on even days
- 2. Outdoor water use, including lawn watering and car washing will be restricted to before 5:00 a.m. and after 11:00 p.m.
- 3. Refilling of swimming pools will not be allowed.
- 4. Waste of water, as defined by the Water Drought/ Emergency Ordinance (Section 2, Item C) will be prohibited.

**STAGE 3: WATER EMERGENCY**

**Triggers**

Currently, the City of Bel Aire is governed by water restrictions imposed by the City of Wichita and the Chisholm Creek Utility Authority’s ability to supply water to Bel Aire. The Water Emergency Stage is triggered by any one of the following conditions:

- 1. The City storage cannot be maintained above 50% capacity and will not recover.
- 2. Demand for one day is in excess of 2.0 million gallons per day (mgd).
- 3. Provider of purchased water has issued a Stage 3 Water Emergency.
- 4. Emergency conditions related to repairs or water quality control.

**Goals**

The goals of this stage are to reduce peak demands by 50% and to reduce overall weekly consumption by 25%.

**Education Actions**

- 1. The City will make daily news releases to media outlets and at City sites describing present conditions and indicating the water supply outlook for the next day
- 2. The City will hold public meetings to discuss the emergency, the status of the City water supply and further actions which need to be taken.
- 3. The City will communicate any essential information through its Alert and Notification system.

**Management Actions**

- 1. The City water supplies and storage will be monitored 24 hours a day.
- 2. Leaks will be repaired as soon as possible and damaged line will be taken out of service until repairs can be made or until an outside contractor can make necessary repairs.
- 3. The City will seek additional emergency supplies from other users, the state or federal government.

- 4. The City Manager will direct the police to enforce water conservation policies that could include citations and termination of service.
- 5. If a leak is found in a customer’s line, water service may be turned off while repairs are being made.

**Regulation Actions**

- 1. Outdoor water use will be banned.
- 2. Waste of water, as defined by the Water Drought/ Emergency Ordinance (Section 2, Item C), will be prohibited.

Plan Revision, Monitoring & Evaluation

The City of Bel Aire will establish a monthly management practice of reviewing monthly totals for water production, residential/commercial sales, water provided free-of-charge, and “unaccounted for water.” Problems noted during the monthly review will be solved as soon as possible.

The City of Bel Aire Municipal Water Conservation Plan will be reviewed during the month of March each year and on a more frequent basis during drought or other water shortage conditions. If the water conservation GPCD goals for the previous year are not met, the City will review data collected from the previous year in relationship to the status and effectiveness of the conservation practices that are outlined in our plan and will provide a status report to the Kansas Water Office which will also include any additional water conservation practices that may need to be taken in order for the City to achieve and maintain its water use conservation GPCD goals.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ , 2023

by the Bel Aire City Council.

Jim Benage, Mayor

---

Melissa Krehbiel, City Clerk

CITY OF BEL AIRE		
AP ORD 23-05		
Vendor and Payroll Checks 03/01-03/09/23		
VENDOR	ITEM(S) PURCHASED	AMOUNT
BARDAVON HEALTH INNOVATIO	PRE-EMPLOYMENT SCREENING	\$ 220.00
BRAINARD, NATHAN W	YOUTH SPORTS OFFICIAL	\$ 165.00
CHISHOLM CREEK UTILITY AU	03/23 CCUA CONTINGENCY	\$ 5,820.00
CINTAS CORPORATION	PW UNIFORMS	\$ 991.56
CINTAS FIRST AID & SAFETY	PW:RESTOCK FIRST AID	\$ 186.69
CMW	CH & REC HVAC SVC AGMNT; #3,#4 REPAIRS	\$ 2,501.94
COMPLETE KEY AND LOCK	PD S DOOR REPAIR	\$ 505.00
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	\$ 19,188.10
COUNTRYSIDE LAWN & TREE C	IRRIGATION REPAIR	\$ 446.80
CREATIVE AWARDS & SCREEN	EMPLOYEE RELATION AWARDS; DOOR SIGNS	\$ 403.40
CULLIGAN OF WICHITA	WATER SERVICE	\$ 31.60
DELTA DENTAL PLAN OF KANS	03/23 MONTHLY PREMIUM	\$ 2,973.44
DOLAN CONSULTING GROUP	PD TRAINING:LANGFORD	\$ 95.00
ECITY TRANSACTIONS, LLC	02/23 ONLINE PYT SERVICE	\$ 450.00
ELLIOTT ELECTRIC SUPPLY	CP STREET LIGHT PARTS	\$ 201.52
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 592.00
EVERGY - FUND/DEPT BILLIN	ELEC SVC:PUBLIC AREAS	\$ 2,486.29
EVERGY - STREET LIGHTS	ELEC SVC:STREET LIGHTING	\$ 223.82
EVERGY-PUBLIC BLDGS	ELEC SVC:CITY BLDGS	\$ 1,826.73
FICA/FEDERAL W/H	FED/FICA TAX	\$ 22,808.58
FREMAR CORPORATION	KGE GRAVEL & FILL SAND	\$ 1,429.26
GALLS, LLC	PD UNIFORMS/SUPPLIES	\$ 415.95
GARVER	CEDAR PASS ADD:PH1	\$ 52,940.67
HARDWICK, NICHALAS	YOUTH SPORTS OFFICIAL	\$ 180.00
HESS, MARTY	YOGA INSTRUCTOR	\$ 120.00
IDEATEK TELECOM	02/23 & 03/23 HOSTED PHONE SERV	\$ 1,291.46
IMA, INC.	HEALTH BENEFITS ADMIN APR #04	\$ 833.00
IMAGINE IT, INC	OFFICE 365 MAR'23.& GOVT UPGRADE	\$ 4,317.23
INSITUFORM	BATTIN/GLENDALE SEWER LINING	\$ 141,685.42
KANSAS ONE-CALL SYSTEMS	LOCATE FEES:460 FOR 02/23	\$ 552.00
KANSAS RURAL WATER ASN	CONFERENCE FEES:STEHMAN	\$ 225.00
KANZA CO-OPERATIVE ASSOC	BULK FUEL	\$ 1,666.99
KS DEPT H/E:WA/SEWER LOAN	STEHMAN WATER OPERATOR LICENSE	\$ 20.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,001.46
KS DEPT TRANSPORTATION	RAIL SPUR LOAN PYMNT #91	\$ 3,877.06
KS PUBLIC EMPL RETIRE SYS	KPERS TIER 3	\$ 15,517.22
LEE REED ENGRAVING, INC	COUNCIL NAME PLATE	\$ 20.05
LKM	2023 MAYOR CONF:BENAGE	\$ 175.00
MIES CONSTRUCTION, INC	CHAPEL LANDING PH2	\$ 554,371.85
MURPHY TRACTOR EQUIP 01	#1012 ROAD GRADER REPAIR	\$ 2,274.36
NASRO	PD:SRO TRAINING-CRICE	\$ 300.00
NATIONAL SCREENING BUREAU	VENDOR BACKGROUND CHECKS	\$ 195.50

NET TRANSCRIPTS	PD TRANSCRIPTION	\$ 486.18
NOWAK CONSTRUCTION CO INC	BRISTOL HOLLOWS PH2:WDS/SS	\$ 136,000.16
OREILLY AUTO PARTS	PW GOLF CART REPAIR; PZ TRUCK SUPPLIES	\$ 130.79
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 616.18
PEC	BA PAVEMENT IMP, GIS, WATER/SEWER PLAN	\$ 18,103.10
PITNEY BOWES - METER SUPL	POSTAGE METER SUPPLIES	\$ 91.29
PUBLIC WORKS & UTILITIES	638,250 GAL:01/05-02/06/23	\$ 3,490.47
RUSTY ECK FORD PARTS & SE	WINDOW MOULDING #32,#33	\$ 207.85
SEWING & EMBROIDERY WORKS	APPAREL/PROMO EMBROIDERY	\$ 187.50
SOERTEL, WYNN	YOUTH SPORTS OFFICIAL	\$ 121.00
SUMNERONE	COPIERS CONTRACTS, TONERS	\$ 473.83
TRUE BLUE CREW	CH:WINDOW CLEANING	\$ 1,265.00
VERIZON WIRELESS:CELL PHS	CELL PHONE SVC	\$ 948.37
VISION ALLIANCE MARKETING	01/23 & 02/23 COURT SERVICES OFFICER	\$ 800.00
WADE, TERESA	TAEKWONDO INSTRUCTOR	\$ 160.00
WASTE CONNECTIONS, INC.	02/23 RECYCLE OR TRASH SVC	\$ 39,538.54
WHITE STAR MACHINERY	SKID STEER/MINI EXCAC ANNUAL MAINT	\$ 3,399.93
PAYROLL CHECKS	PAYROLL CHECKS ON 03/01/2023	\$ 73,223.32
	<b>CLAIMS TOTAL</b>	<b>\$ 1,127,770.46</b>



MAR 10 2023



# CITY OF BEL AIRE



## APPLICATION FOR RETAIL SALES OF FIREWORKS

Date of Application: 02/02/2023

Square footage of Structure: 2,400 sq ft

**Dates of Operation:** June 27 through July 4 of the same year as date of application

Fireworks may be sold from **8:00 a.m. – 10:00 p.m. only**

Permit fees are \$2,500 for structures of 2,500 square feet & under. Structures in excess of 2,500 square feet shall be \$1.00 per square foot.

All Applications must be accompanied with:

- ✓ 1) permit fee
- ✓ 2) a copy of Sedgwick Co. Fire Dept. tent application (if applicable)
- ✓ 3) Site diagram (including all signage)
- 4) Insurance certificate(s) including:
  - ✓ General comprehensive liability insurance, minimum coverage of \$500,000 per occurrence, with the City of Bel Aire, Kansas, named as an additional insured; AND
  - ✓ Product liability insurance, minimum coverage of \$500,000 per occurrence for products sold and/or stored within the city by the vendor

LOCATION REQUESTED: 4552 N Woodlawn Blvd

APPLICANT NAME: Bel Aire Lions Club

ORGANIZATION/BUSINESS Bellino Fireworks Kansas, Inc.

ADDRESS: 501 Olson Dr. Ste. 210 Papillion, Ne 68046

NAME & PHONE NUMBER OF RESPONSIBLE PARTY Leland Burns (620) 636-1573

KS STATE SALES TAX # 004-834670866F-01

EMAIL ADDRESS kaela@bellinoenterprises.com

Kaela Rispl  
SIGNATURE OF RESPONSIBLE PARTY

02/02/2023  
DATE

APPROVED BY THE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CITY CLERK

[Signature]  
CODE ENFORCEMENT OFFICER



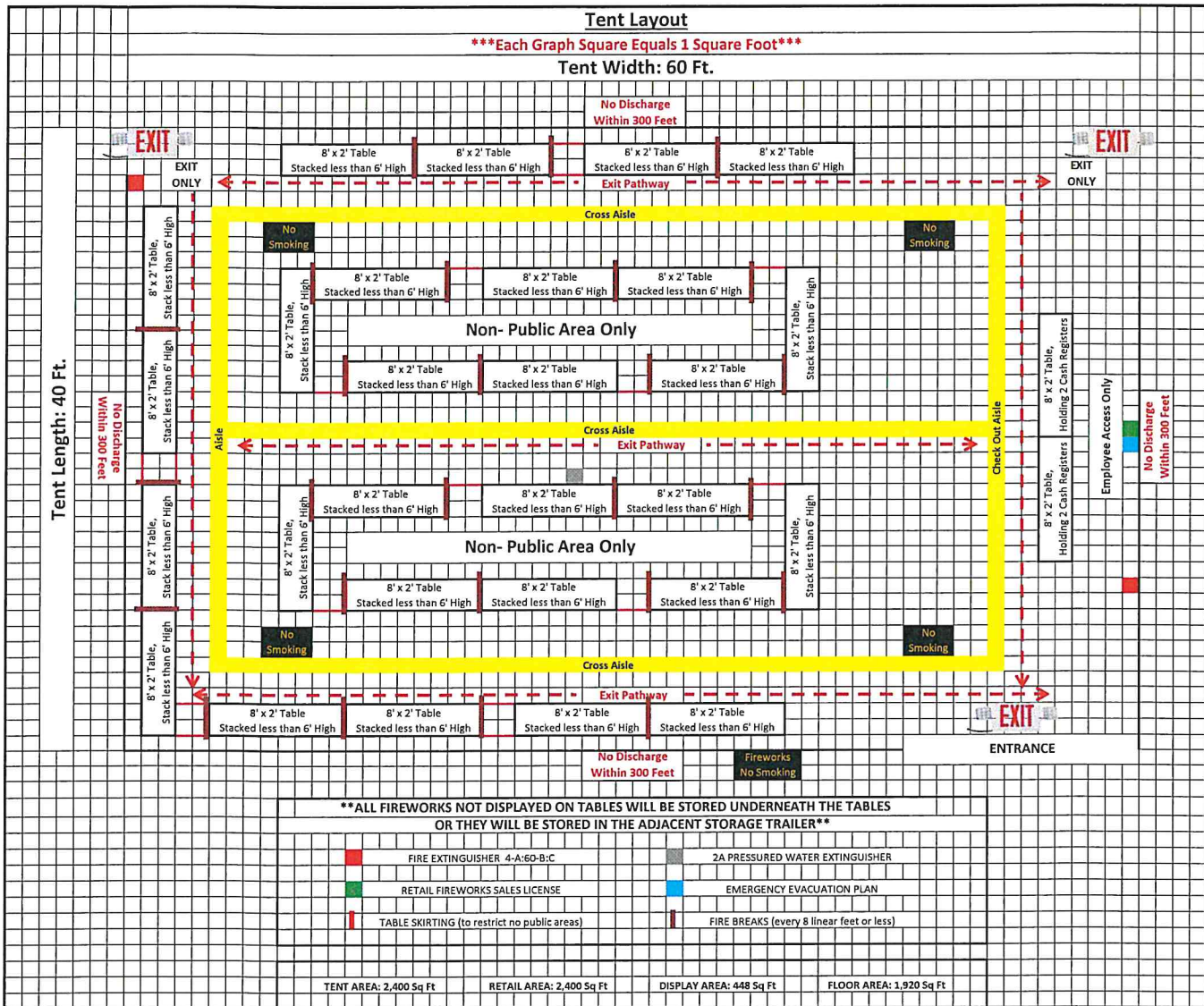
4552 N Woodlawn Blvd  
Bel Aire, KS 67220

Section XI, Item A.

BELLINO  
FIREWORKS









*City of Bel Aire, Kansas*

## STAFF REPORT

DATE: March 9, 2023

TO: Governing Body

FROM: City Attorney

RE: Consent Annexation near 53<sup>rd</sup> and Woodlawn (Kilgore)

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### **Background:**

The owners of these 5 adjoining tracts of land have signed an agreement to have their property annexed into the corporate boundaries of the City of Bel Aire. The agreement includes a temporary tiered tax rebate, zoning plan, and agreement to allow the property to attach to city water and sewer at a later time. This agreement makes the annexation process easier than if the City were to initiate a unilateral annexation.

### **Discussion:**

Statutory consent annexation allows the city to clean up “islands” that are not a part of the city even though those properties are wholly surrounded by the City. Annexing this property into Bel Aire would make the boundary lines of the City harmonious and contiguous as contemplated in KSA 12-520. The City is able to provide sewer water and police service to this property. Property owners have requested this annexation take effect on June 30<sup>th</sup> 2023 for personal reasons. City staff is also prepared to approach the property owners about replatting the 5 parcels into one single property.

**Recommendation from Staff:** Approve the agreement for consent annexation and the accompanying ordinance. Once approved, ordinance shall be filed with the Register of Deeds and on June 30<sup>th</sup> 2023, this property will be incorporated into Bel Aire.

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

This consent to and agreement for annexation is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Bel Aire, Kansas, a municipal corporation of the State of Kansas, and LEONAL W. KILGORE REVOCABLE TRUST who hold(s) fee simple title to the real property hereinafter described.

WHEREAS, LEONAL W. KILGORE REVOCABLE TRUST who hold(s) fee simple title to the real property hereinafter described, desires the annexation of said real property into the corporate boundaries of the City of Bel Aire, Kansas; and

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

WHEREAS, Parties agree to the following conditions of Annexation:

1. Property Owner(s) may elect when to attach to City water and sewer services unless the City determines by the City Engineer there is a demonstrable need to require the property be attached at a specific time, owner(s) shall be required to connect to City water and/or sewer services upon written City request. The right to connect at a later times shall inure to and run with said real property and as such shall be binding upon their heirs and assigns. No Specials for additional taxes for water or sewer services shall be levied on Owner until such time Owner is required to connect to the service.
2. Upon owner request, 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: 100 percent of Bel Aire tax portion
  - YEAR 4: 75 percent of Bel Aire tax portion

YEAR 5: 75 percent of Bel Aire tax portion

This rebate shall inure to and run with said real property until the year 2029 and as such shall be available to their heirs and assigns through that year.

3. Pursuant to Bel Aire Code 7.3.2. (E), the current owners of this property and heirs shall be authorized to maintain animals, pets, livestock and structures to house those animals, pets, and livestock on the property pursuant to this agreement, so long as those animals are maintained in ratios and conditions that are in accordance with the Sedgwick County Code and Kansas State livestock care standards. Exotic snakes, turtles, pigs and all inherently dangerous animals as defined in the City code are prohibited. As with any other property within City limits, limitations or prohibitions may be invoked by the City if the City makes a finding that any animal, pet, or livestock is violating an aspect of the City Code.
4. Zoning will be AG until such time as applied for change if any by Owner(s).

NOW, THEREFORE, LEONAL W. KILGORE REVOCABLE TRUST who hold(s) fee simple title to the following real property, does hereby request, petition and consent to the annexation to be effective as of June 30, 2023, 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:

[W 328.7 FT N 1123 FT E 1/2 NW 1/4 EXC BEG 318.85 FT E NW COR E 1/2 NW 1/4 TH E 9.86 FT TH S 532.22 FT TH NWLY 447.95 FT TH N 84.30 FT TO BEG & EXC RD ON N SEC 24-26-1E]

AND

[E 135 FT N 1123 FT W 1/2 NW 1/4 SEC 24-26-1E]

AND

[BEG NE COR LOT 15 JOHN SAVUTE ADD TH N 590.82 FT TH SELY 52.33 FT TH SELY 439.48 FT TH S 89.62 FT TH SWLY 14.44 FT TO E LI LOT 15 JOHN SAVUTE ADD TH N TO BEG SEC 24-26-1E]

AND

[NLY 1 FT M/L LOT 15 JOHN SAVUTE ADD TO BEL AIRE]

AND

[RESERVE EE CHAPEL LANDING ADD]

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

Executed this 9<sup>th</sup> day of March, 2023.

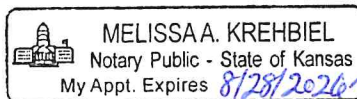
LEONAL W. KILGORE REVOCABLE TRUST

By: [Signature]  
Leonal W. Kilgore, Trustee

By: [Signature]  
Joanna L. Kilgore, Trustee

*State of Kansas*  
*County of Sedgwick*

This instrument was acknowledged before me on March 9, 2023  
by Leonal W. Kilgore, Trustee and Joanna L. Kilgore, Trustee



[Signature]  
NOTARY PUBLIC

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

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

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

SEAL

ATTEST:

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

*State of Kansas*

*County of Sedgwick*

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
(Notary stamp)

My appointment expires: \_\_\_\_\_

(First Published in the Ark Valley News on the \_\_\_\_day of \_\_\_\_\_ 2023.)

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ANNEXING AND INCORPORATING PORTIONS OF SECTION 24-26-1E INTO THE BOUNDARIES OF THE CITY OF BEL AIRE, KANSAS.

**WHEREAS**, WHEREAS, LEONAL W. KILGORE REVOCABLE TRUST holding 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 March\_\_\_\_, 2023;

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

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

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

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

**SECTION 2:** The real properties are legally described as:

[W 328.7 FT N 1123 FT E 1/2 NW 1/4 EXC BEG 318.85 FT E NW COR E 1/2 NW 1/4 TH E 9.86 FT TH S 532.22 FT TH NWLY 447.95 FT TH N 84.30 FT TO BEG & EXC RD ON N SEC 24-26-1E]

AND

[E 135 FT N 1123 FT W 1/2 NW 1/4 SEC 24-26-1E]

AND

[BEG NE COR LOT 15 JOHN SAVUTE ADD TH N 590.82 FT TH SELY 52.33 FT TH SELY 439.48 FT TH S 89.62 FT TH SWLY 14.44 FT TO E LI LOT 15 JOHN SAVUTE ADD TH N TO BEG SEC 24-26-1E]

**AND**

[NLY 1 FT M/L LOT 15 JOHN SAVUTE ADD TO BEL AIRE]

**AND**

[RESERVE EE CHAPEL LANDING ADD]

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

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

**SECTION 5:** This ordinance shall take effect and be in force on June 30, 2023 and after such publication in the official City newspaper.

ADOPTED by the Governing Body of the City of Bel Aire, Kansas this\_\_\_\_ day of March, 2023.

**Approved:**

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

Attest:

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

*City of Bel Aire, Kansas*

## STAFF REPORT

DATE: March 15, 2023

TO: Governing Body, City Manager

FROM: Planning Commission

RE: March 9, 2023, Planning Commission Meeting



**SD-23-01 Final Plat. Approximately 0.64 acres zoned R-5 to move previously platted reserve “A” (Park) to separate location on the original plat and replace it with buildable lots.**

The planning commission considered a final plat at Skyview @ 49<sup>th</sup> 4<sup>th</sup> addition. The consideration was to take the original plat that contained Reserve “A” which was to be used as a park and replace it with 3 buildable lots. This is being requested because of the dedication of other lots on the plat for a larger, more neighborhood friendly located park.

Chairman Schmidt opened the public hearing and allowed the representative of the applicant, Mr. Will Clevinger of Garver to present the request. Mr. Clevinger discussed the new park location and the separation of the original reserve for 3 buildable lots. He stated that each lot created remained in compliance with the R-5 Zoning in size and buildability.

After closing the hearing, the Planning Commission discussed the final plat. There were questions that involved the park and the timeframe of building the park. After discussion, Commissioners agreed that this was a reasonable request and met the guidelines for recommendation of the final plat to the Governing Body.

After review, the Planning Commission voted (by passing a 5-0 motion) to **accept the final plat for alterations to Skyview @ Block 49 4<sup>th</sup> addition without conditions.**



CITY OF BEL AIRE, KANSAS

File No. S/D 23-01

APPLICATION FOR FINAL PLAT APPROVAL

This is an application for processing a final plat in accordance with the City Subdivision Regulations. The application must be completed and filed with the Subdivision Administrator at least 15 days prior to a regular meeting date of the Planning Commission.

(AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED)

Name of Subdivision SKYVIEW AT BLOCK 49 4<sup>TH</sup> ADDITION  
General Location NORTHEAST CORNER OF CYPRESS ST. & JOSHUA ST.  
Inside City X To Be Annexed  
Name of Landowner SKYVIEW AT BLOCK 49, LLC - ATTN: ERIC GILBERT emgilbert13@gmail.com  
Address 1725 E WASSALL ST, WICHITA, KS 67216 Phone (316) 650-7536  
Name of Subdivider/Agent \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Name of (Engineer) (Land Planner) KEN LEE WITH GARVER (KWLee@GarverUSA.com)  
Address 1995 MIDFIELD RD, WICHITA, KS 67209 Phone (316) 221-3029  
Name of Registered Land Surveyor WILL CLEVINGER WITH GARVER (WKClevinger@GarverUSA.com)  
Address 1995 MIDFIELD RD, WICHITA, KS 67209 Phone (316) 221-3027

Subdivision Information

1. (Select one) Final Plat of entire preliminary plat area \_\_\_\_\_  
Final Plat of unit number \_\_\_\_\_ of \_\_\_\_\_ unit developments  
Final Plat for small tract X  
Final Replat of original platted area \_\_\_\_\_
2. Gross acreage of plat 0.64 Acres
3. Total number of lots 3
4. Proposed land use:  
a. Residential-Single-Family \_\_\_\_\_ Duplex X Multiple-Family \_\_\_\_\_  
Manufactured/Mobile Home \_\_\_\_\_  
b. Commercial \_\_\_\_\_  
c. Industrial \_\_\_\_\_  
d. Other \_\_\_\_\_

5. Predominant minimum lot width 65 Feet  
 6. Predominant minimum lot area 8,779 Square Feet  
 7. Existing zoning R-5 District  
 8. Proposed zoning SAME District  
 9. Source of water supply PUBLIC  
 10. Method of sewage disposal PUBLIC  
 11. Total lineal feet of new street N/A Feet

	Street Name	R/W Width	Lineal Feet
a.		Ft.	Ft.
b.		Ft.	Ft.
c.		Ft.	Ft.
d.		Ft.	Ft.
e.		Ft.	Ft.

12. Proposed type of street surfacing EXISTING  
 13. Curb and gutter proposed: Yes ☐ No EXISTING  
 14. Sidewalks proposed: Yes ☐ No ☐ If yes, where? EXISTING  
 15. Is any portion of the proposed subdivision located in an identified flood plain area? Yes ☐ No X

The landowner herein agrees to comply with the City Subdivision Regulations and all other related ordinances, policies and standards of the City and statutes of the State of Kansas. It is further agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds shall be paid by the owner. The undersigned further states that he/she is the owner of the land proposed for platting and, when requested, will permit officials of the City to inspect the land as may be necessary for proper plat review.

[Signature]  
Landowner

2-9-23  
Date

Agent (If any)

Date

#### OFFICE USE ONLY

Prints of the Final Plat received 10 (Number)

Final drainage plan, if required, received .

Copy of a title report for the land received yes

Copy of proposed restrictive covenants, if any, received NO

Methods for financing and guaranteeing improvements \_\_\_\_\_


For plats for small tract:

a. Vicinity map received Yes

b. Topographic drawing, if required, received \_\_\_\_\_

Original drawing or photographic equivalent of Final Plat received \_\_\_\_\_

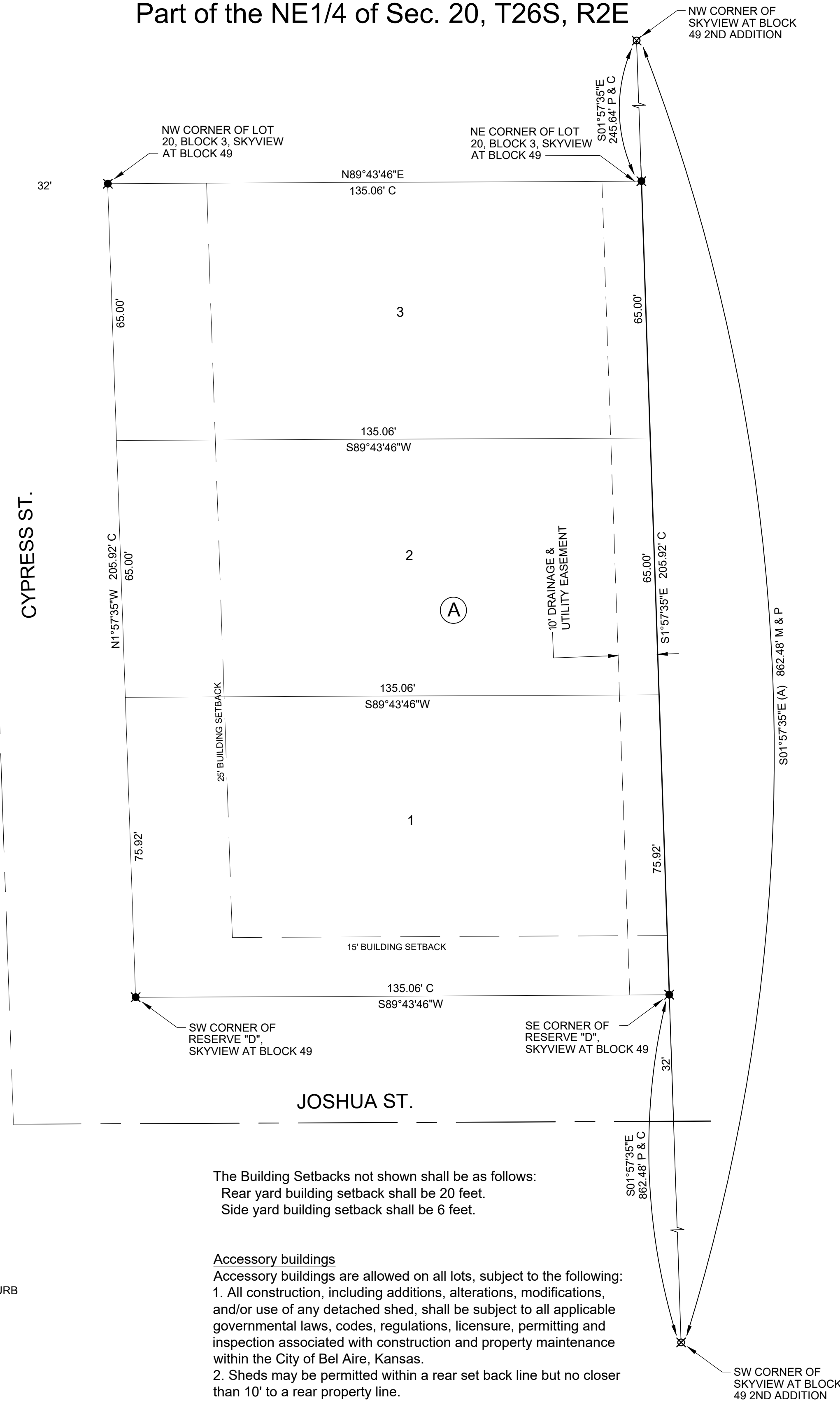
This application was received by the Subdivision Administrator on 2.10.23,  
\_\_\_\_\_. It has been checked and found to be accompanied by the required  
information and the fee, if any, of \$ NA paid to the City Clerk.

  
\_\_\_\_\_  
Subdivision Administrator



## SKYVIEW AT BLOCK 49 4TH ADDITION

A Replat of part of Skyview at Block 49,  
Bel Aire, Sedgwick County, Kansas  
Part of the NE1/4 of Sec. 20, T26S, R2E



The Building Setbacks not shown shall be as follows:  
Rear yard building setback shall be 20 feet.  
Side yard building setback shall be 6 feet.

#### Accessory buildings

Accessory buildings are allowed on all lots, subject to the following:

1. All construction, including additions, alterations, modifications, and/or use of any detached shed, shall be subject to all applicable governmental laws, codes, regulations, licensure, permitting and inspection associated with construction and property maintenance within the City of Bel Aire, Kansas.
2. Sheds may be permitted within a rear set back line but no closer than 10' to a rear property line.
3. The side yard shall be maintained at 6 feet, and no sheds may be located within a side yard setback.
4. All properties shall comply with the required 35-45% land coverage codes, as well as conform to the type and height structure restrictions.

State of Kansas )  
SS  
Sedgwick County)

I, the undersigned, licensed land surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on January 31, 2023 and the accompanying final plat prepared and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief:

Reserve "D" and Lot 20, Block 3, Skyview at Block 49, Bel Aire, Sedgwick County, Kansas.

All public easements and dedications are hereby vacated by virtue of K.S.A. 12-512b, as amended.

Garver, LLC  
Land Surveyor  
William K. Clevenger, PS #1437

State of Kansas )  
SS  
Sedgwick County)

This is to certify that the undersigned owner(s) of the land described in the Land Surveyor's Certificate have caused the same to be surveyed and subdivided on the accompanying plat into lots, blocks and streets under the name of "SKYVIEW AT BLOCK 49 4TH ADDITION", Bel Aire, Sedgwick County, Kansas; that all highways, streets, alleys, easements and public sites as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of constructing, operating, maintaining and repairing public improvements; and further that the land contained herein is held and shall be conveyed subject to any applicable restrictions, reservations and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas.

Skyview at Block 49, LLC, a  
Kansas limited liability company  
Managing Member  
Andrew Reese

State of Kansas )  
SS  
Sedgwick County)

The foregoing instrument acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Andrew Reese, Managing Member, on behalf of Skyview at Block 49, LLC, a Kansas limited liability company.

\_\_\_\_\_  
Notary Public

My appointment expires \_\_\_\_.

We the undersigned, holders of a mortgage on a portion of the above described property, do hereby consent to this plat of "SKYVIEW AT BLOCK 49 4TH ADDITION" Bel Aire, Sedgwick County, Kansas.

Legacy Bank, N.A.  
Executive Vice President  
Rex Reynolds

State of Kansas)  
SS  
Sedgwick County)

The foregoing instrument acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Rex Reynolds, Executive Vice President of Legacy Bank, N.A., on behalf of the Bank.

\_\_\_\_\_  
Notary Public

My appointment expires \_\_\_\_.

State of Kansas )  
SS  
County of Sedgwick)

This plat of "SKYVIEW AT BLOCK 49 4TH ADDITION", Bel Aire, Sedgwick County, Kansas, has been submitted to and approved by the Bel Aire Planning Commission, Bel Aire, Kansas, and is hereby transmitted to the City Council of the City of Bel Aire, Kansas, with the recommendation that such plat be approved as proposed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

Attest:  
James Schmidt, Chairperson  
Jay Cook, Secretary

State of Kansas )  
SS  
County of Sedgwick)

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Bel Aire, Kansas on \_\_\_\_\_, 2023.

Attest:  
Jim Benage, Mayor  
Melissa Krehbiel, City Clerk

State of Kansas )  
SS  
County of Sedgwick)

The title evidence of the land included in this plat has been reviewed by me and this plat is approved pursuant to the provisions of K.S.A. 12-401.

Date Signed: \_\_\_\_\_, 2023.

By: \_\_\_\_\_,  
City Attorney

Reviewed in accordance with K.S.A. 58-2005 on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Deputy County Surveyor  
Sedgwick County Kansas  
Tricia L. Robello, PS #1246

Entered on transfer record this \_\_\_\_ day of \_\_\_\_\_, 2023.  
Kelly B. Arnold, County Clerk

State of Kansas)  
SS  
Sedgwick County)

This is to certify that this plat has been filed for record in the office of the Register of

Deeds, this \_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock \_\_\_\_ M., and is duly recorded.

Tonya Buckingham, Register of Deeds  
Kenly Zehring, Deputy

BENCHMARK: CHISELED SQUARE ON THE TOP OF CURB  
AT THE EAST CURB RETURN AT CYPRESS CIR. AND  
CHRIS ST., ELEVATION = 1417.95 (NAVD88, G12B)

(A) = Assumed Kansas Zone South Grid Bearing  
P = Platted (Skyview at Block 49 2nd Addition)  
M = Measured  
C = Calculated

#### SURVEY MARKER LEGEND

- 5/8" REBAR W/GARVER CAP (FOUND - SET IN 2022)  
5/8" REBAR W/GARVER CAP (SET)

DWG FILE: 21S04032 SURVEY BASE  
PROJECT NO. 21S04032  
FEBRUARY 6, 2023



GARVER  
1995 Midfield Road  
Wichita, KS 67206  
(316) 264-8008  
www.GarverUSA.com

City of Bel Aire, Kansas

## STAFF REPORT

DATE: March 13, 2023

TO: City Manager, City Council

FROM: Jay Cook, Director of Planning and Community Development

RE: Bids for Comprehensive Development Plan



**SUMMARY:** State statute K.S.A. 12-747 authorizes cities and counties to develop and adopt a comprehensive development plan. It also sets forth the contents that should be in an adopted plan and sets forth the procedures to be followed in its preparation and adoption. These procedures require an annual review for reconsideration, proposing of amendments, extensions or additions to the same.

**DISCUSSION:** The City of Bel Aire adopted the Comprehensive Plan in December of 2014 with the assistance of staff, the Planning Commission, and a Community Development Advisory Committee that consisted of 10 citizens of Bel Aire. In order to usher in the future of the City of Bel Aire, it is necessary that a new Comprehensive Plan to be created and adopted. This plan would best be carried out by an organization experienced in the development of Comprehensive Plans with only the Planning Commission acting as the steering committee. Three bids were received for the work to be completed. All of the bidders have experience creating comprehensive plans for other cities in South Central Kansas. Examples of their work can be seen on the following websites:

- MultiStudio (City of Maize) <https://cityofmaize.org/planning.php>
- PEC (El Dorado, Augusta)  
[https://www.augustaks.org/government/departments/community\\_development/planning\\_and\\_zoning/comprehensive\\_plan.php](https://www.augustaks.org/government/departments/community_development/planning_and_zoning/comprehensive_plan.php)
- RDG (Derby) <http://www.derbyweb.com/195/Planning-Engineering>  
(see the quick links titled "Vision Derby 2040 Comprehensive Plan")

**FINANCIAL:** Funding for this project will be expensed from the Capital Improvement Reserve Fund. Expected 2023 ending balance (not including this project or ARPA funds) is \$280,633.

<i>Contractor</i>	<i>Amount</i>	<i>Timeframe</i>
Multistudio	\$39,815	May 1-November 30
PEC	\$53,000	April 1-September 30
RDG	\$125,000	Fall 2023-Summer 2024

**RECOMMENDATION:** Due to the relationship between the City and PEC, staff and the Planning Commission recommend using PEC to complete the project. As they are completing other studies around the City, their knowledge of the infrastructure and other aspects of the City will be useful and necessary.

**COMPREHENSIVE PLAN UPDATE**

City Of Bel Aire, KS

**SCOPE OF SERVICES – Revised Schedule****March 8, 2022****Task 1: Community Understanding**

- Data Analysis – Multistudio will develop a data request checklist to go over with City staff and identify key information and mapping needed for the plan update. Multistudio will review the data prepared by the city staff for this section of the revised plan.
- Planning Commission Workshop - Multistudio will facilitate a Planning Commission work session to identify and confirm issues and opportunities facing Bel Aire today and anticipated in the future.
- Issues and Opportunities – based on the review of information and the Planning Commission discussion, a list and descriptions of the primary issues and opportunities facing Bel Aire will be compiled and mapped, where applicable.
- Community Survey #1 - The issues and opportunities identified will provide the basis for the creation of a community survey, non-scientific, to be electronically distributed to the community. The results of the survey will be compiled and summarized by Multistudio.

**Task 2: Vision**

- Vision and Goals – Multistudio will prepare a Draft Vision Statement and Community Goals, based on the information topics identified in Task 1. The vision will provide the desired future of the community, and the goals will provide the targets that the community will aim for as they evolve as a community, and work towards the implementation of the vision.
- Planning Commission – The Planning Commission will review, edit and confirm the Vision and Goals for Bel Aire.

**Task 3: City Frameworks**

- Principles and Policies – The vision and goals will provide the direction to address the broader issues and opportunities identified in Task 1 through the crafting of principles and policies for the City of Bel Aire. The principles and policies will also be used as decision-making criteria for future issues and opportunities that arise.
- Community Survey #2 – The community will have the opportunity to review the community vision, goals and draft frameworks through the distribution of a second survey.
- Public Open House – A community open house will be held to allow residents to review information prepared to date, including the community understanding, vision and goals, and principles and policies.

Task 4: Implementation

- Task 4 will focus on the application of the principles and polices to specific issues and opportunity areas identified in Task 1, by creating recommendations and strategies for change within the City.
- Planning Commission Workshop – The Planning Commission will review and edit a completed draft of the plan document, including the implementation section.

Task 5: Adoption

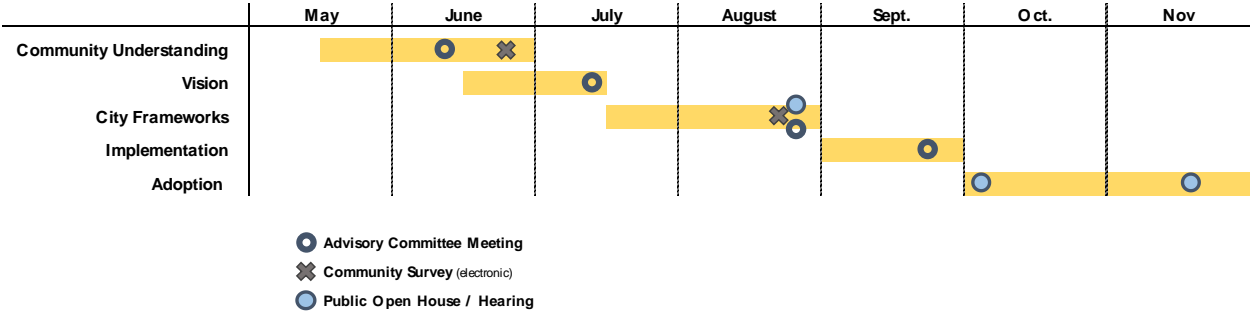
- Public Hearing Process – Multistudio will assist with the adoption process at the Planning Commission and City Council.
- Final Plan – based upon the feedback received from the public hearing process a final plan will be prepared, both hardcopy and electronic.

City Responsibilities:

The City will take responsibilities for the following activities during the planning process.

- Provide meeting space for Planning Commission meetings and public forums, if necessary.
- Compile and provide, or provide access to, necessary information as requested by Multistudio, including mapping information.
- Staff will review and comment on draft plans.

PROJECT SCHEDULE



FEE ESTIMATE:

Task 1: Community Understanding	\$7,660
Task 2: Vision	\$4,690
Task 3: City Frameworks	\$12,025
Task 4: Implementation	\$9,090
Task 5: Adoption	\$3,090
FEE:	\$36,555
EXPENSES*:	\$3,260
TOTAL FEE:	\$39,815

\* Expenses identified are a not-to-exceed amount for the planning process.

**Additional Services:** (At the request of the City of Bel Aire)

If additional workshops or meetings with the Planning Commission or public are necessary to inform the implementation recommendations, those services will be scoped and billed at an agreed up on amount between the City and Multistudio.



## **EXHIBIT A**

### **A. Project Description:**

1. The Project shall consist of providing planning services in support of CLIENT's update to its Comprehensive Land Use Plan, including a Community Action Plan Phase 1.

### **B. Anticipated Project Schedule:**

1. PEC shall commence its services on the PROJECT within seven (7) days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT agree that the scope of services will be completed in accordance with a mutually agreed upon schedule.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### **C. Project Deliverables:**

1. Community Action Plan Phase 1 - Comprehensive Land Use Plan Update (.pdf format)
  - a) Community Profile
  - b) Summary of Community and Stakeholder Input
  - c) "What's Important To Us" Handout
  - d) Community Growth Assessment
  - e) Existing and Future Land Use Maps
  - f) Community Growth Decision Making Framework

### **D. Scope of Services:**

1. Community Action Plan Phase 1 - Comprehensive Plan Update:
  - a) Compile a Community Profile – a short summary of the key demographic, population, and economic information.
  - b) Perform cursory review of previous plans, community surveys, City policies, and recent news articles.
  - c) Facilitate a joint listening session with City Council and Planning Commission to review the existing guiding principles, vision, values, and compile candidate priorities.
  - d) Solicit input from area stakeholders including schools, developers, and community groups, anticipate a maximum of 10 individual meetings.
  - e) Solicit public input at a local community event.
  - f) Facilitate a workshop with City Council to finalize priorities.
  - g) Summarize agreed upon priorities into a "What's Important to Us" document.
  - h) Carryout a Community Growth Assessment – a high level evaluation of significant factors that will impact economic development opportunities.
  - i) Develop an existing land use map and future land use map.
  - j) Review current development related regulations, processes, and policies. Develop a decision-making framework for evaluating future development proposals and land use changes.
  - k) Compile all previous deliverables into a summary document, along with summary of process and list of participants.

- 1) Assist with Plan Update adoption process.
2. Project Management
  - a) Provide project correspondence and consultation with CLIENT.
  - b) Provide quality control review prior to submission of project deliverables.

**E. Additional Responsibilities of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Attend all PROJECT progress meetings.
2. Coordinate among City staff for infrastructure assessment input.
3. Promote the public engagement opportunity.
4. Write and send correspondence for meetings with City Council, Planning Commission, public, and stakeholders.

**F. Additional Services:**

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Community Action Plan Phase 2: Chart Course
2. Community Action Plan Phase 3: Make Progress
3. 3D views of existing land use
4. 3D views of future land use
5. Provide site/corridor/area concepts
6. Provide design guidelines
7. Additional services associated with an expansion of the PROJECT or increase in PROJECT site and construction cost.

**G. Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Printing costs.
2. Outside consultants.
3. Engineering design services.

**H. PEC's Fees:**

1. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of \$53,000.
2. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

## PEC - Community Action Plan Phase 1 - Schedule

<b>Estimated Project Schedule (Assuming April 1 Start)</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>
Compile Community Profile.						
Review of existing plans and policies.						
Joint session with City Council & Planning Commission.						
Stakeholder meetings.						
Solicit public input at a local community event.						
Develop an existing and future land use map.						
Facilitate a City Council workshop.						
Compile "What's Important to Us" document.						
Carryout Community Growth Assessment.						
Develop a decision-making framework.						
Compile summary document.						
Assist with Plan Update adoption process.						



January 2, 2023

Jay Cook  
City of Bel Aire, KS  
jcook@belaireks.gov

RE: Bel Aire Comprehensive Plan  
RDG Planning & Design No. P3005.911.00, File No. 2.0

Dear Jay:

On behalf of RDG Planning & Design, I am pleased to submit a scope and fee for update the Bel Aire Comprehensive Plan. This is an exciting opportunity for the city to work in partnership with its residents to develop a vision for the community that is focused on action and implementation. The scope and fee are just a starting point and we hope they provide a level of detail that assists in your budgeting and planning process.

Our work is mission-driven and based on a commitment to improving the quality and viability of communities. We believe that no one will work harder or with a greater commitment to the good of Bel Aire. If you have any additional questions please reach out at any time.

Sincerely,

RDG Planning & Design

A handwritten signature in black ink, reading "Amy A. Haase".

Amy A. Haase, AICP  
Principal

AH

Enclosure: Scope and Fee

## scope of services



Our approach is focused on document creation through community involvement. While there are standard requirements and best practices to meet in a comprehensive plan, Bel Aire's plan should focus on the city's key challenges and its strengths.

Ultimately, the city's comprehensive plan should be designed and drafted to provide guidance and inspire the community. Our approach can be broken down into three core elements:

- Where are we now?
- Where do we want to go?
- How do we get there?

We propose confirming the detailed work program at the start to meet milestones, create expectations, and advance the project on time.



### PART I: COMMUNITY ENGAGEMENT

The community engagement strategy uses a variety of techniques to interact with Bel Aire's stakeholders and define a shared vision for the future. This extensive level of public engagement empowers people to work together as partners throughout the planning process. The strategy can and should be refined. Without a strong engagement process, we believe that the plan's momentum cannot be fully realized.

#### 1.1 COMMUNICATIONS PLAN

RDG will tailor the communications plan with city staff before the start of the project. Elements of the communications plan must be considered carefully to design an effective process that maximizes the city's resources and community participation. The process should include a spectrum of tools:

- A. **Project Branding and Marketing.** The project needs a recognizable identity that is reinforced throughout the entire process. PowerPoints, posters, a website, and the publication need to share the brand.
- B. **Steering Committee.** The steering committee meets regularly to provide direction, mid-course correction, and review deliverables.
- C. **Technical Committee.** The project team will meet with staff on a regular basis, often starting with weekly meetings, then meeting on alternate weeks. This group, comprised of dedicated professionals, will manage the project, schedule, and review content in the greatest detail.



## scope of services



- D. **Online Tools.** E-mail blasts, social media, instant polls, surveys, and discussion forums contribute to sharing ideas, concepts, and receiving feedback. Task 1.2 identifies specific online techniques.
- E. **On-site Tools.** More traditional methods of attracting the public to meetings such as fliers, posters, postcards, business cards, letters, and ads can be used. The heart of the process, our on-site engagement tools build excitement about the future and often empower individuals to action. Task 1.3 identifies these opportunities and events.

### 1.2 ONLINE INTERACTIVE FORUMS

Online tools can engage people from their home, office, or cafe. We propose the following elements:

- A. **Project Website.** Our team use Social Pinpoint to gather community input and share information on the planning process.
- B. **Social Media Content.** RDG can schedule and create content for existing social media forums.
- C. **Survey Monkey.** RDG will develop a questionnaire to understand community perspectives of city operations, services, and quality of life. The results of this questionnaire can be compared with other community input to identify trends, issues, and opportunities.



### 1.3 ON-SITE MEETINGS

- A. **Committee Kick-off Meeting.** This initial meeting will establish principles and objectives for the study area and help refine the specific objectives of this plan.
- B. **PUBLIC WORKSHOP #1: Kick-off Meeting (Town Hall) and Community Roundtable.** The kick-off meeting is an opportunity for the public to understand the value of planning for Bel Aire. RDG will host a community roundtable discussion, inviting the public to participate in identifying goals, issues, and aspirations with their peers.
- C. **Listening Sessions.** Working with the Steering Committee and the city, RDG will identify stakeholders and conduct a two- to three-day program of listening sessions. We frequently use this technique on a variety of projects and find it uniformly indispensable in helping us know the people and understand the special issues and challenges that they experience.
- D. **Student Engagement.** RDG can tailor an engagement activity with students in the planning process. This program has been successfully used with other communities and provides a direct connection with a group that is literally the next generation. We believe in the value of student



## scope of services



engagement as a way to build civic engagement, to retain the next generation of residents, and the impact of the youth to engage their parents.

- E. **Other Meetings & Events.** We pride ourselves on maximizing community involvement throughout the process. During planned visits, we will meet other regulatory and advisory groups, such as student groups, business associations, and clubs. Presentations may be 10 minutes to describe the project and process, or up to one-hour discussions. If desired, we can enlist interpreters for special events.
- F. **“Meeting in a Box.”** In recognition that not all stakeholders will come to a public meeting, we provide multiple ways for people to engage in the planning process - a “meeting in a box” is one such method for established organizations, coffee chats, and sub-committees. A “meeting in a box” is a self-contained guide to facilitating discussions about the future of the city that allows diverse groups to host their own meetings (or be facilitated by city staff) and return to the planning team with public input.
- G. **Steering Committee Design Studio.** See Task 3.2.
- H. **PUBLIC WORKSHOP #2: Community Design Studio.** See Task 3.2.
- I. **PUBLIC WORKSHOP #4: Implementation Summit.** See Task 3.4
- J. **Open Houses and Celebration.** See Task 3.5.
- K. **Approval.** By the time the plan is ready for adoption, approval should be a formality with all planning commissioners and council members having been engaged in the process.

### **DELIVERABLE: GOALS AND PRINCIPLES REPORT**

RDG will provide a report that summarizes the results from the public engagement process and articulates emerging themes for incorporation in the comprehensive plan.

## scope of services



### PART 2: BEL AIRE TODAY - WHERE ARE WE TODAY?

This component of the plan identifies existing conditions and contexts. This provides the facts and trends. All data will be collected in ArcGIS and made available to the city.

#### 2.1 FOUNDATIONAL DOCUMENT REVIEW

There is no reason to “recreate the wheel” when it isn’t necessary. Many plans and studies have been completed in the past few years and these will help establish “where we are today.” This will save time, money, and help leverage the effort and energy that went into past planning efforts.

#### 2.2 ECONOMIC AND DEMOGRAPHIC TRENDS

This component includes a review of population and economic factors.

- Review of population change, growth rates over time, and health.
- Analyze growth and migration trends, including growth rates, historic migration patterns, age cohort changes, school enrollment, and birth rates.
- Population forecast scenarios, based on growth rate and migration models.
- Employment and income analysis.
- Assess relative economic strengths and weaknesses, both quantitative and qualitative.
- Assessment of current economic development policies and their impact.

#### 2.3 COMMUNITY HEALTH

This component includes a review of Bel Aire’s well-being and health, summarizing existing data and policy recommendations.

#### 2.4 HOUSING AND NEIGHBORHOOD DEVELOPMENT

This component includes a review of Bel Aire’s existing and future housing.

- Inventory the taxonomy of neighborhoods and needs through discussion and fieldwork.
- Review economics of housing, including the comparison and analysis of changes in housing occupancy and density.
- Mapping of major development areas.

#### 2.5 PARKS AND NATURAL RESOURCES

This component will include the following components.

- Identify and map important park, environmental, geographic, and historic features, including topography, soils, water-bodies, wetlands, drainage system, and flooding areas.
- Create an environmental basemap and identify natural areas to preserve and to mitigate flooding.
- Set goals for preservation and/or mitigation of development effects on natural areas and agricultural land.

#### 2.5 LAND USE INVENTORY AND URBAN DESIGN

Using existing GIS data, RDG may field verify and complete a closer analysis of land uses. An assessment of the land uses within the urban fringe will also be completed. This task includes additional fieldwork by bike to inventory the city’s form, appearance, art, and identity.





## scope of services



### 2.6 TRANSPORTATION ISSUES AND CHANGES

The transportation planning elements will provide a set of strategies to meet Bel Aire's long-term mobility, safety and connectivity needs. The plan will assess the current and emerging trends for the multi-modal system, identify improvement opportunities, and outline policies, strategies, and guidelines. This plan will build upon concepts and recommendations of previous efforts and our knowledge gained through the Walkable Development Plan.

### 2.7 PUBLIC FACILITIES REVIEW

Each facility manager will complete a questionnaire and attend a discussion group. Results will reveal current deficiencies (real and perceived) and ability to meet future growth. Based on responses to the questionnaire, the team will interview facility managers as needed.



### 2.8 UTILITY REVIEW

Review and analyze existing infrastructure conditions and provide recommendations on improvements needed to continue to support future growth in the Bel Aire area.

- Planning-level summary of current water, wastewater, and storm sewer systems, including a review of any recent master plans and facility plans.
- Planning-level assessments of the capacity for expansion of public utilities, including water treatment, storage & distribution, storm sewer, sanitary sewer, and waste water treatment facility.

### 2.9 OPPORTUNITIES AND ISSUES

RDG will develop an opportunities map for review by the Steering Committee.



### DELIVERABLE:

- Bel Aire Today report, including initial findings and policy options.

## PART 3. BEL AIRE TOMORROW – WHERE DO WE WANT TO GO?

The Development Concept process uses the detailed data collected in Part 2 to determine historic absorption rates of residential, commercial, industrial, and public land in the city. Combined with the input of residents regarding community issues and quality of life features, a unified Development Concept Plan for the city is developed through a highly participatory process.

### 3.1 FUTURE LAND DEVELOPMENT NEEDS

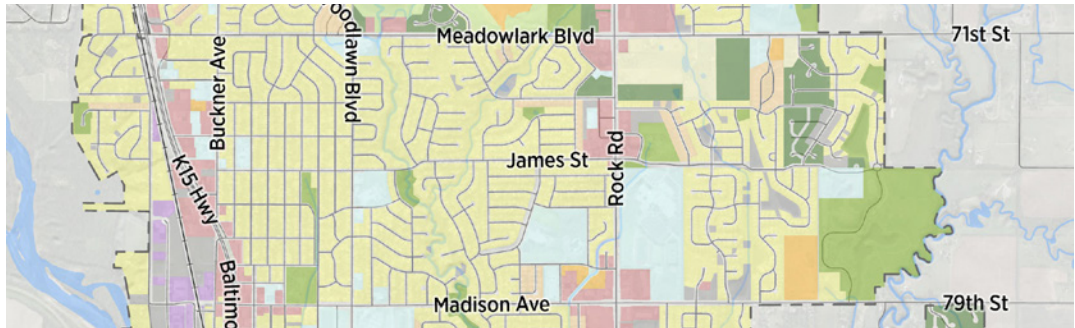
RDG will calculate future growth needs for residential, commercial, industrial, mixed-use, and civic land by analyzing projected growth and the operation of commercial and housing markets.

### 3.2 DEVELOPMENT CONCEPT - DESIGN STUDIO

The City Development Concept provides a design for the community that is then realized through other parts of the Comprehensive Plan. The concept goes beyond general land use maps by including specific development plans for how Bel Aire can “connect the dots” with roads, trails, redevelopment and infill development, and other investments.

The studio will consider such issues as development yield, open space and greenways, street patterns, and development design. These specific plans illustrate how development might occur in new growth areas but also strategies for strengthening existing neighborhoods.

## scope of services



We will involve both the Steering Committee and the general public in a highly participatory process to prepare and refine the Development Concept to guide the future development of Bel Aire.

- A. **Steering Committee Design Studio.** This hands-on workshop engages the committee in the design of the future of Bel Aire. We guide the committee in developing a land use concept for the city's future growth and form, and we can define areas of agreement and difference.
- B. **Community Design Studio.** A three-day interactive design studio (charrette) is the venue for much of the land use planning, building on the work completed by the committee. This studio will focus on generating land use scenarios and development framework.

### 3.3 DEVELOPMENT CONCEPT - PREFERRED SCENARIO

RDG will refine the development concept into a future land use map. Land use plans can be imported into an interactive mapping tool for technical committee members to provide direct comments and recommendations for areas.



### DELIVERABLES: SCENARIOS

- Concept plans and graphics, with supportive narrative posted on the project website.
- Land Use and Development Concept.
- Special Area Concepts.

### PART 4: COMPREHENSIVE PLAN ELEMENTS - HOW DO WE GET THERE?

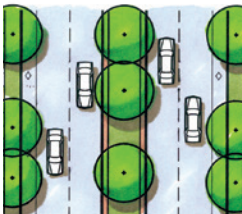
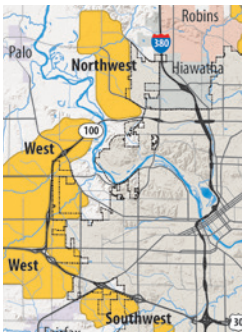
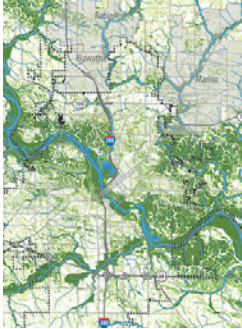
The plan elements translate to policies that will implement the community vision and achieve the preferred development concept. The goals and principles define the program and design of the city; the specific plan elements are the systems that help the design come to life. Sustainability (health, environment, and economics) threads all elements of the plan together and can become a stand alone chapter if desired.

#### 4.1 LAND USE

The land use plan refines the City Development Concept into a Future Land Use Plan. The plan includes:

- A. **Land Use and Policy Areas.** This analysis examines planning and land use issues within the established city and growth areas. Areas of consideration include full use of under-utilized parcels, potential redirection or redevelopment of obsolete land uses, neighborhood conservation and stabilization issues, land use conflicts, and areas of special community character and significance.
- B. **Future Land Use Map and Subarea Studies.** The future land use plan will indicate both the city-wide plan and the specific area plans for the deployment of residential, commercial, industrial/

## scope of services



employment center, and mixed-use space. Increasingly, we find that a land use map illustrating single-use districts offers little flexibility to decision makers and invites frequent comprehensive plan changes. To solve this problem, we developed a land use planning system that groups together ranges of uses, based on similar intensity and operating effects. This “spectrum of uses” approach gives users a more realistic guide for development.

### 4.2 TRANSPORTATION AND MOBILITY CHOICES

The team views this as a key formative system that will address the street network and alternative modes, including pedestrian, bicycle, and transit.

- A map of the future transportation network.
- Perform planning-level assessments of street capabilities to support identified growth areas. This includes evaluating the regional travel model output for street capacity / issues / growth trends.
- Select roadway cross-sections and corridor preservation policies ensure future roadway network functionality. The cross-section standards will accommodate choices for mobility as the system continues to build-out.
- Infrastructure sustainability is critical and maintenance should be considered an equal partner to transportation planning efforts. Maintaining and rehabilitating infrastructure at appropriate times saves dollars in the long term.
- Identify strategies, initiatives, and policies needed for plan implementation.
- Active transportation strategies.

### 4.3 PARKS, TRAILS, NATURAL AREAS, AND GREENWAYS,

Bel Aire’s park system is a major asset and should be viewed not only as a basic quality of life amenity but also as a catalyst for investment and reinvestment. The element will integrate the findings of recent park plans and focus on the role of parks as a basis for neighborhood revitalization.

- Integrate past and current planning efforts.
- Stormwater management strategies for best practices.
- Use population and growth forecasts to update predicted parks and recreation needs. This includes park demands by geography for healthy lifestyles and diverse population.
- Locations of parks and greenways. Park facility location is related to the city development concept and the demand for additional park space.
- Trail and pedestrian system, coordinated with the Bike and Pedestrian Plan.



## scope of services



### 4.4 COMMUNITY FACILITIES AND PUBLIC INFRASTRUCTURE

The analysis includes a review of public property and infrastructure by interviewing city staff to define facility adequacy, ability to provide service into the future, and rehabilitation needs.

- Compare technical analyses with input received from other studies and plans to determine suitability of existing infrastructure to support future land use projections.
- Propose planning-level analysis of additional capacity improvements necessary to support future land use plan.
- Identify needs for facilities and buildings, including public works maintenance facilities. Recommendations take into account the need for relocation, new facilities, and the potential to reuse existing facilities or properties.
- Identify needs for public safety services. This review considers police, fire and EMS in view of existing and projected needs.
- Service relationships with school systems.
- Perform planning-level analyses of each service to identify future opportunities for capacity, condition, and new service improvements.

### 4.5 COMMUNITY CHARACTER AND DESIGN

The urban design element is closely related to the other elements. The policies and actions recommended related to urban design will be driven by the public input process but may include the following elements:

- The **green** environment, including the relationship of the city's major open space to each other and the surrounding neighborhoods.
- The **transportation** environment, addressing the experience of traveling through and around the city (by car, bike, or foot). This element considers gateways, wayfinding, street design, and similar features.
- **Neighborhood** character, focusing on the design and density of proposed residential neighborhoods, and developing concepts that strengthen established areas. In developing areas, these factors will include the mix and target densities of various forms of housing projects and the transitions between them and to commercial areas. Well reasoned and practical principles within the comprehensive plan can provide a good foundation for staff to work from.
- **Civic** character, addressing key focuses in the city's designed public environment, such as image features and thematic consistency.
- **Historic** character, addressing the historic and cultural resources of the city. Our approach is pragmatic and focused on the economic benefits of preserving and leveraging historic character. The success of this approach is evident in downtown districts and historic neighborhoods across the Midwest which have seen a resurgence.

## scope of services



### 4.6 HOUSING, NEIGHBORHOODS, AND COMMUNITY DEVELOPMENT

This component considers housing and neighborhood issues in Bel Aire and establishes an implementation-based housing and neighborhood conservation policy.

- Review of recent and current housing activity, using and expanding information gathered during the previous planning processes.
- Neighborhood conditions, including a general review of housing and neighborhood conditions based on perceptions of housing conditions, site maintenance issues, streets, sidewalks, infrastructure, and physical design and appearance. This considers the number of vacant lots throughout the city.
- Housing needs to achieve overall city housing objectives and needs by type and cost.
- Housing and neighborhood implementation program, addressing such issues as available sites, mix of housing types, and neighborhood rehabilitation needs.

### 4.7 OPTIONS

#### ENHANCED SUBAREA PLAN ELEMENT

An enhanced subarea or special district element would leverage the momentum created through development and redevelopment efforts. The enhanced element would provide greater insight into physical and market conditions. This subarea element may also include additional design concepts and 3-dimensional renderings, additional guidance on incentive programs, and analysis. Also, the city might desire specific code for redevelopment areas, overlays, and the entire zoning code. The scope of the enhanced element can be tailored to your needs.

#### ENHANCED IMPLEMENTATION ELEMENT

We pride ourselves on creating plans that can be easily implemented by our clients. We provide an implementation schedule that is prioritized by ease and urgency that is valued by our past clients, this is included in the base scope. The enhanced implementation element would take this to the next step with greater insight into project costs, greater discussion on how to implement the individual projects like annexation, drafting specific development codes, and more case studies from communities that have successfully implemented similar projects.

#### DELIVERABLES:

Maps, narrative, and illustrations to communicate the plan.

## PART 5. IMPLEMENTATION STRATEGIES

### 5.1 IMPLEMENTATION WORKSHOP

RDG will host a workshop with the steering committee to review key plan concepts and recommendations before the formal approval process. During the implementation workshop, the team works with participants to establish a set of criteria for determining the priority level of proposed projects. These priority criteria will be matched with the vision established in the community engagement process, and used to recommend phasing for projects. We will discuss how city council members, commission members, and city staff can use the plan and discuss plan maintenance and annual review.

### 5.3 GROWTH STAGING AND ANNEXATION PLAN

The Bel Aire Plan will include recommendations for growth staging. The program will be based on market demands and tied to the infrastructure and city services review of the plan to ensure the logical expansion of those facilities.

## scope of services



### 5.3 REGULATORY REVIEW

RDG will review current zoning and subdivision ordinances and identify segments that are inconsistent with the development principles of the comprehensive plan.

### 5.4 COMMUNITY OPEN HOUSE

In the same way that people are the soul of the plan, they must be excited about the plan to make it a reality. Community celebrations are an effective way to create excitement about the future of the city and how it can be brought to reality. An open house meeting will invite the public to review a draft of the plan and provide feedback. RDG will use this feedback to revise the plan before formal approval.

### 5.5 PLAN REVIEW AND UPDATE

Milestones will be identified to track the plan's implementation, along with indicators that will track changes that may warrant modifying the implementation schedule. These milestones and indicators will be established during the Implementation Workshop. Milestones need to be realistic. As such, the implementation section will focus on how to best leverage resources to maximize results.



## PART 6. PUBLICATION

We believe that a plan must be attractive and user-friendly to be implemented to its full potential.

### 6.1 PUBLICATION AND FILES

The plan will be user-friendly and graphic-focused, with maps, graphs, photos, and renderings used to illustrate the main points.

- An executive summary, written for a general audience, will be provided along with the full document. We will provide a digital copy of the plan in PDF. The industry standard for publishing plans is InDesign, creating a more engaging layout for graphics and narrative.
- A hardcopy of the plan and coordination for reproduction of the plan at a local printer.
- GIS and other map files.
- Renderings and graphics - high-resolution version.

### 6.2 POSTERS AND PRESENTATIONS

A copy of the posters and presentations will be available for use by the city or local groups.



## cost estimate



### ESTIMATED COST OF SERVICES

We pride ourselves on working closely with our clients to create projects that are designed to meet their unique needs and would be pleased to tailor the scope of services to better match your needs.

**Estimated Fee:** \$125,000

City of Bel Aire, Kansas



## STAFF REPORT

DATE: March 10, 2023  
 TO: Ty Lasher, City Manager  
 FROM: Marty McGee, Public Works Director  
 RE: Sewer Repairs

### **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:**

At the conclusion of the cleaning and televising of the lines being CIPPed by Insituform, several broken pipes have been encountered which prevents them from being CIPPed. For Insituform to finish their project these lines will need to be repaired.

### **Goals:**

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

### **Discussion:**

Staff reached out to five contractors requesting bids for sewer line repair. Only one of the contractors responded to our request. Their bids are presented below. Contractors that did not bid were too busy or felt the job was not big enough to bid on.

Contractor	Total Bid
UMC	\$118,475.00
Nowak	No Bid
Mies	No Bid
McCullough	No Bid
Duling	No Bid

### **Financials:**

The cost of these improvements will be paid for out of the Capital Improvement Fund from funds set aside for sewer improvements.

### **Recommendation:**

Staff recommends that the City Council accept the bid from UMC for \$118,475.00





## STAFF REPORT

DATE: February 24, 2023  
 TO: Anne Stephens  
 FROM: Marty McGee, Public Works Director  
 RE: Sewer Line Repair Project

City of Bel Aire  
 Public Works Department  
 Contact: Marty McGee or Jon Stehman  
 Phone: 316-744-2888

### THE CITY OF BEL AIRE IS ACCEPTING PROPOSALS ON THE FOLLOWING:

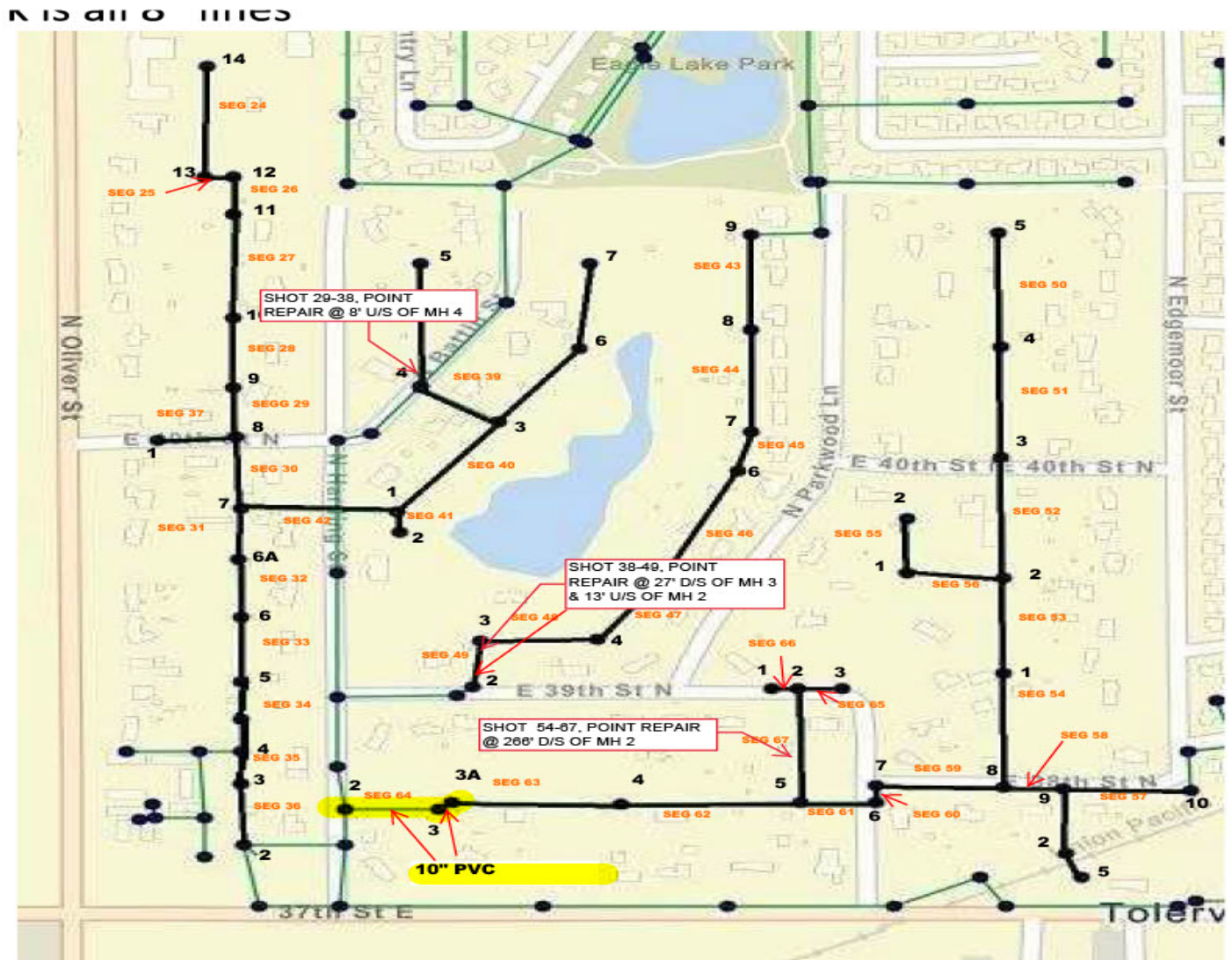
## 8" Sewer Line Repairs

Shot #	Segment #	Line Issue - 1	MH A	MH B	Street (Work Location)	Measured Diam. (in)	Measured Length (ft)	Comments
11	11	Cleanout	LH	2	4604 KRUEGER	8	71	Needs new lamphole with (2) 45-degree bends
12	13	PR	1	1	5018 E 45TH ST N	8	229	Point repair needed starting @ 72' downstream of MH 1
13	14	Cleanout	LH	1	5018 E 45TH ST N	8	104	Needs new lamphole with (2) 45-degree bends
20	23	PR	2	1	4730 N BATTIN	8	143	Point repair @ 3' downstream of MH 2
29	38	PR	5	4	4150 BATTIN	8	455	Point repair @ 8' upstream of MH 4
38	49	PR	3	2	5110 E 38TH N	8	173	Repair @ 27' d/s & 13' u/s, 133' of pipe not seen
54	67	PR	2	5	5317 39TH ST	8	416	Point repair needed @ 266' downstream of MH 2

- Project 1- Sewer repair in Lawn Terrace.
- Breaks in Lawn Terrace are pinpointed on the map below, the breaks are in 8" pipe.



- Project 2-Sewer repair in Aurora Park.
- Breaks in Aurora Park are pinpointed on the map below, all pipes are 8”.



Please have proposals submitted before 3/6/2023 at 3:30 PM

Please email proposals to Marty McGee [mmcgee@belaire.kscoxmail.com](mailto:mmcgee@belaire.kscoxmail.com)

Thank you for your proposal.



# UTILITY MAINTENANCE CONTRACTORS, LLC

Section XI, Item F.

Date: March 10, 2023

To: City of Bel Aire

Attn: Marty McGee, Public Works Director  
Anne Stephens, City Engineer

[Mmcgee@belaire.kscoxmail.com](mailto:Mmcgee@belaire.kscoxmail.com)  
[Astephens@belaireks.gov](mailto:Astephens@belaireks.gov)

Ref: **Sewer Point Repairs**

Utility Maintenance Contractors, LLC (UMC) places our employee's safety as our top priority on every job, every day. Through safe work practices we can continue to ensure our employee's safety and the safety of those around them. We emphasize that production is a result of working safe. UMC will be responsible for providing its employees with all required safety equipment and conducting regular maintenance and inspection of that equipment.

UMC will meet all minimum industry standards for safety related to this work including but not limited to; PPE, confined space, first aid/CPR/AED training, material handling, ventilation and air monitoring. All onsite UMC employees will follow all OWNER established rules, policies and guidelines regarding safety and security.

1. UMC proposes to provide the labor, supervision, material and equipment to complete 7 sewer point repairs at locations identified by the City of Bel Aire.
  - a. UMC will call in locates prior to beginning work
  - b. UMC will communicate with Bel Aire Public Works but UMC cannot be held liable for delays caused by homeowners (i.e., equipment/debris in work area, wiped out utilities, etc.)

Item	Description	Qty	U.O.M.	Unit Price	Extended Price
Base	Sewer Point Repairs	1	LS	\$118,475.00	\$118,475.00

1. UMC's proposal includes:
  - a. All safety equipment needed for above work
  - b. Bypass pumping at 5510 E. 38<sup>th</sup> St N
  - c. OWNER to provide uninterrupted access to the work areas for the duration of the project
  - d. Site Restoration including fence replacement and seeding of disturbed areas
  - e. Work Completed by June 1<sup>st</sup> 2023

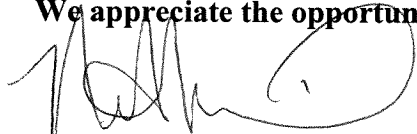
**SAFE**

**QUALITY**

**SOLUTIONS**

2. UMC's proposal excludes:
- a. All taxes, please provide a tax-exempt certificate or add tax to the proposed price
  - b. Bonding (bid, performance, payment, assurance, statutory)
  - c. Davis Bacon wage rates
  - d. Special insurance, permits and fees
  - e. Traffic control other than cones and work ahead signs
  - f. Groundwater pumping/dewatering
  - g. Remediation, hauling or disposal of any hazardous materials discovered during UMC work
  - h. Providing as-built drawings once work is complete
  - i. Winter weather or any other weather controls
  - j. Night, weekend or overtime hours
  - k. Delays caused by Owner or others may result in standby rates being charged
  - l. Customer scope of work changes
  - m. Liability for work performed by others
  - n. Responsibility for job site access restrictions
  - o. Changes due to actual conditions discovered at the job site
3. UMC's payment requirements:
- a. UMC will honor the above pricing for 30 calendar days from the time submitted:
  - b. Once UMC has submitted billing payment is required within 30 calendar days
  - c. No retainage will be withheld from payments

**We appreciate the opportunity to quote this work.**



**Nick Manning**  
Superintendent



**Tim Aelmore**  
Project Manager

*PLEASE SIGN, DATE & RETURN UPON ACCEPTANCE OF THIS PROPOSAL:*

**OWNER'S REPRESENTATIVE: (print)**

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**OWNER'S REPRESENTATIVE: (signature)**

---

**DATE:**

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City of Bel Aire, Kansas



STAFF REPORT

DATE: March 10, 2023  
TO: Ty Lasher, City Manager  
FROM: Marty McGee, Public Works Director  
RE: Water main replacement

---

**Water main replacement:**

At the March 15<sup>th</sup> workshop, staff asked Council to review the 2023 public works improvement projects, which included the replacement of the water main on Hanover between Auburn and Kewanee. This work includes 1,000 feet of 4” cast iron pipe to be replaced with 8” PVC pipe and one fire hydrant with a new shutoff valve. The 4” main on Hanover between Auburn and Kenawee have had several leaks in the past years. This pipeline needs replaced as soon as possible due to pitting and rusting throughout the line, which will only lead to more breaks as time goes on.

**Goals:**

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

**Discussion:**

Staff reached out to five contractors requesting bids for the installation of 1,000 linear feet of 4” cast water line pipe to be replaced with 8” PVC pipe and one Fire hydrant with a shutoff valve. Only two of the contractors responded to our request. The bids are presented below. Their bids include all service lines to be reconnected. The three contractors who did not submit a bid replied that contractor was either too busy or not a big enough project to bid on.

Contractor	Total Bid
UMC	\$238,315.00
<b>McCullough</b>	<b>\$211,300.00</b>
Nowak Construction	No Bid
Mies Construction	No Bid
Duling Construction	No Bid

**Financials:**

The cost of these improvements will be paid for out of the Capital Improvement Fund from funds set aside for water improvements.

**Recommendation:**

Staff recommends that the City Council accept the bid from McCullough Construction to perform the following water line replacement.

City of Bel Aire  
Public Works Department  
Contact: Marty McGee or Jon Stehman  
Phone: 316-744-2888

**THE CITY OF BEL AIRE IS ACCEPTING PROPOSALS ON THE FOLLOWING:**

- Replacement of roughly 1000 feet of 4" cast iron water main with 8" PVC.
- Relocation and reconnection of 23 service connections using 1" CTS materials.
- Service connections will require 20" cans, rings, and lids.
- Public Works will supply new water meters and radio units.
- Replace one existing fire hydrant with new 4 ½ hydrant and add a valve.



Please have proposals submitted before 3/6/2023 at 3:30 PM

Please email proposals to Marty McGee [mmcgee@belaire.kscoxmail.com](mailto:mmcgee@belaire.kscoxmail.com)

Thank you for your proposal.



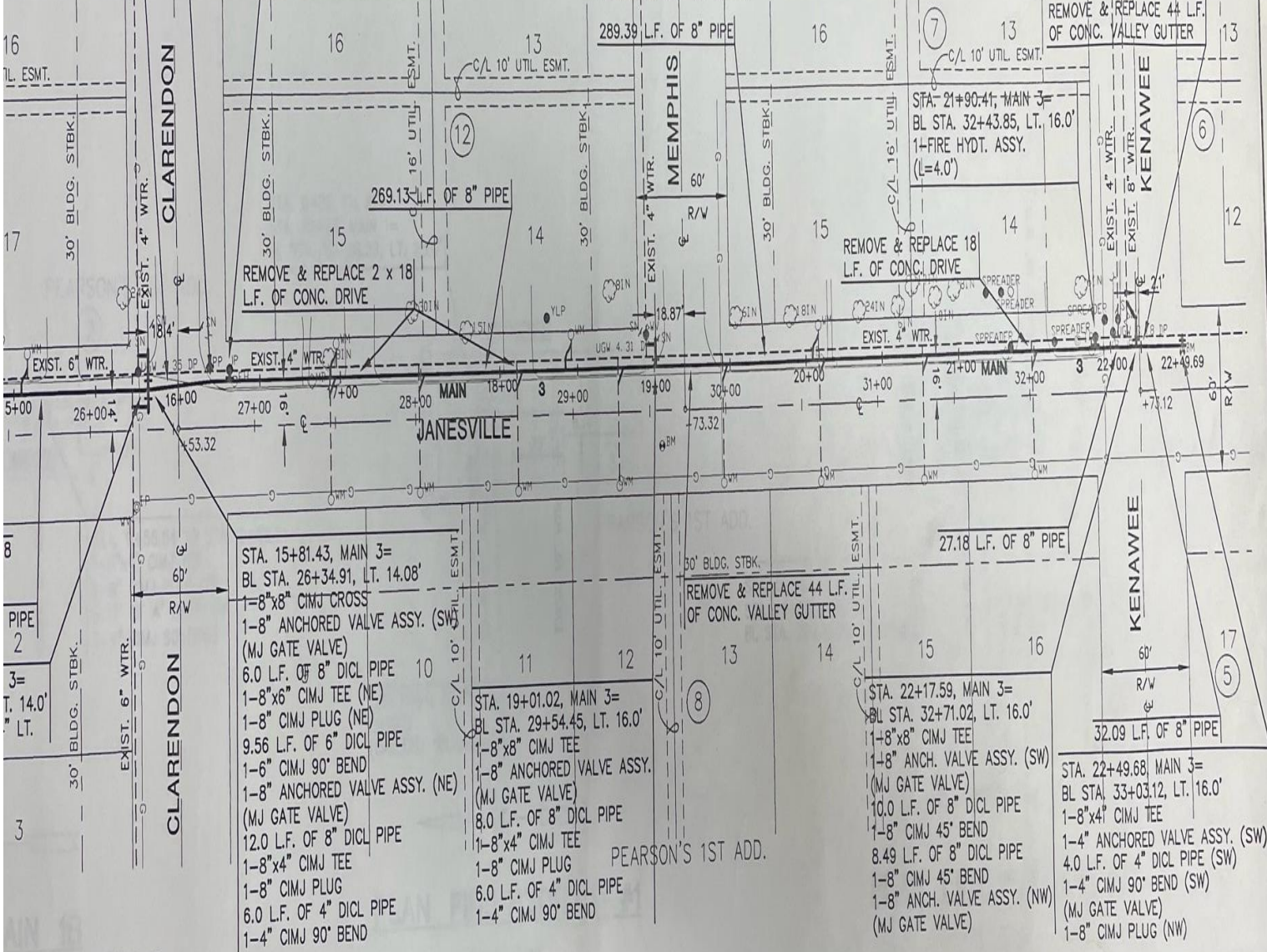
STA. 16+19.89, MAIN 3=  
BL STA. 26+73.32, LT. 16.0'  
DEFLECT PIPE 2'51'44" RT.

50.46 L.F. OF 8" PIPE

STA. 16+31.89, MAIN 3=  
BL STA. 26+85.32, LT. 16.0'  
1-FIRE HYDT. ASSY.  
(L=4.0')

PEARSON'S 1ST ADD.

CITY OF BEL AIRE  
WATER REPLACEMENT PLAN  
PROJECT III

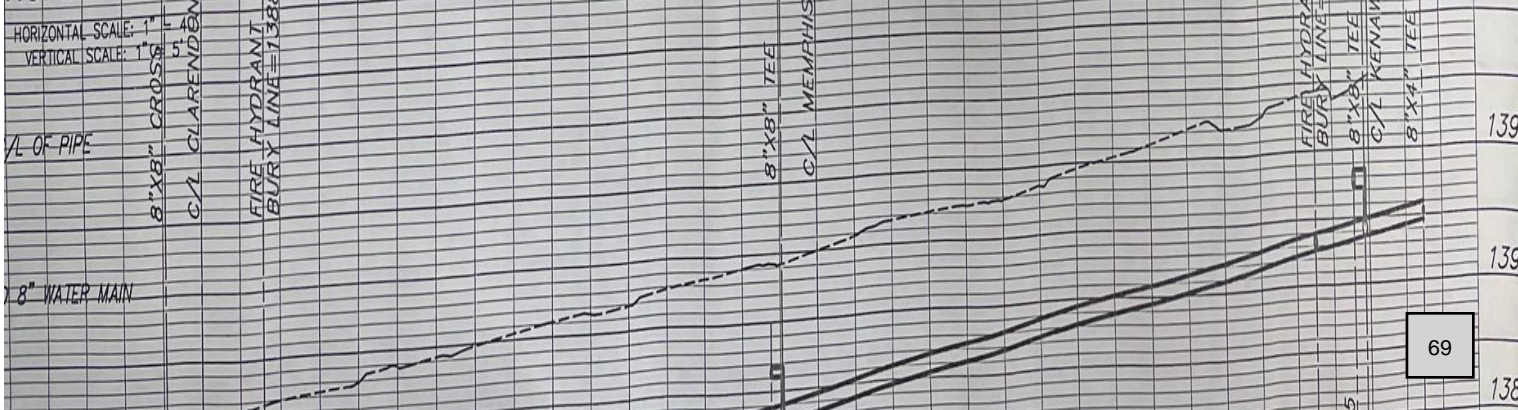


PLAN MAIN 3

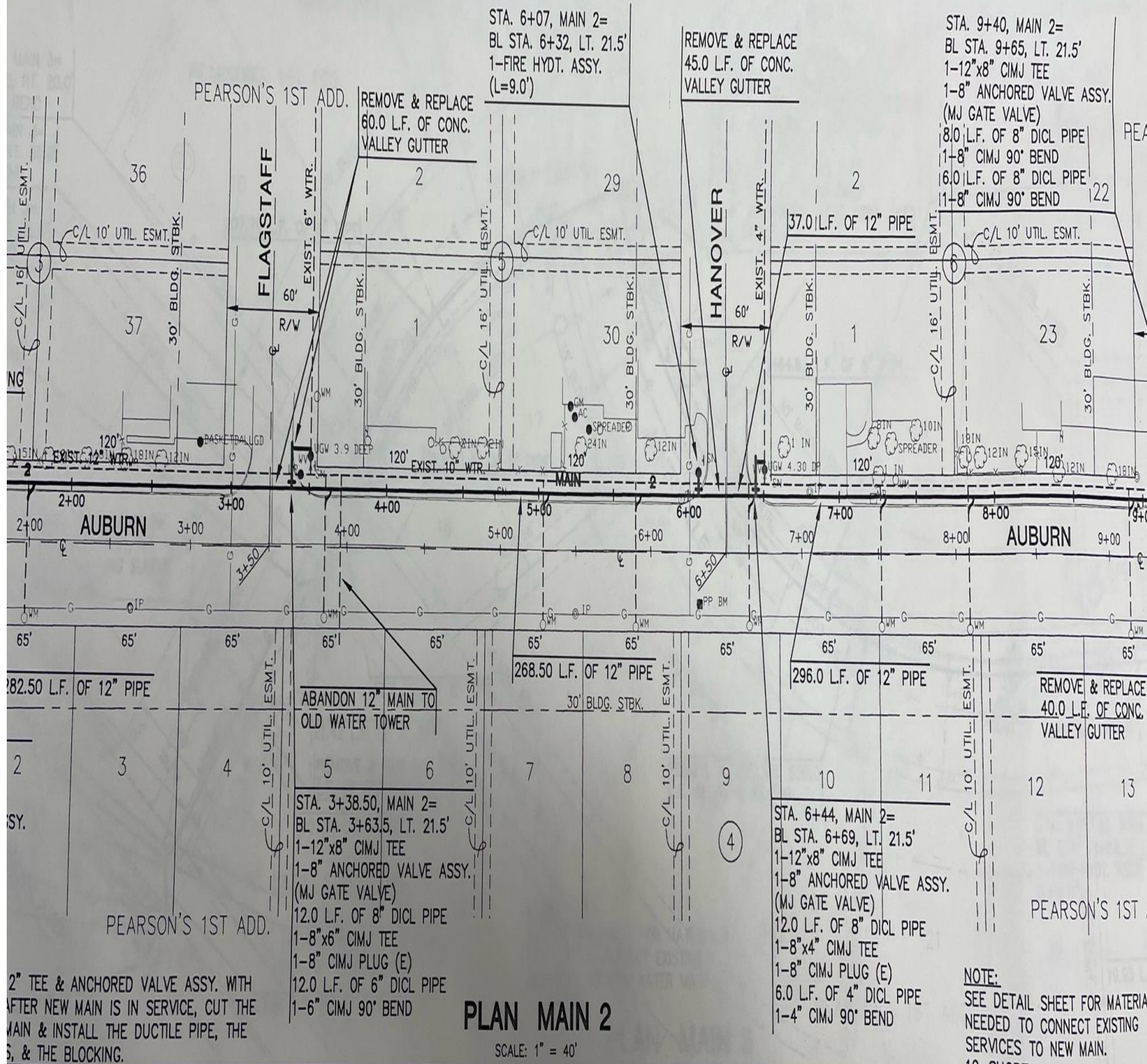
SCALE: 1" = 40'

PROFILE MAIN 3

HORIZONTAL SCALE: 1" = 40'  
VERTICAL SCALE: 1" = 10'





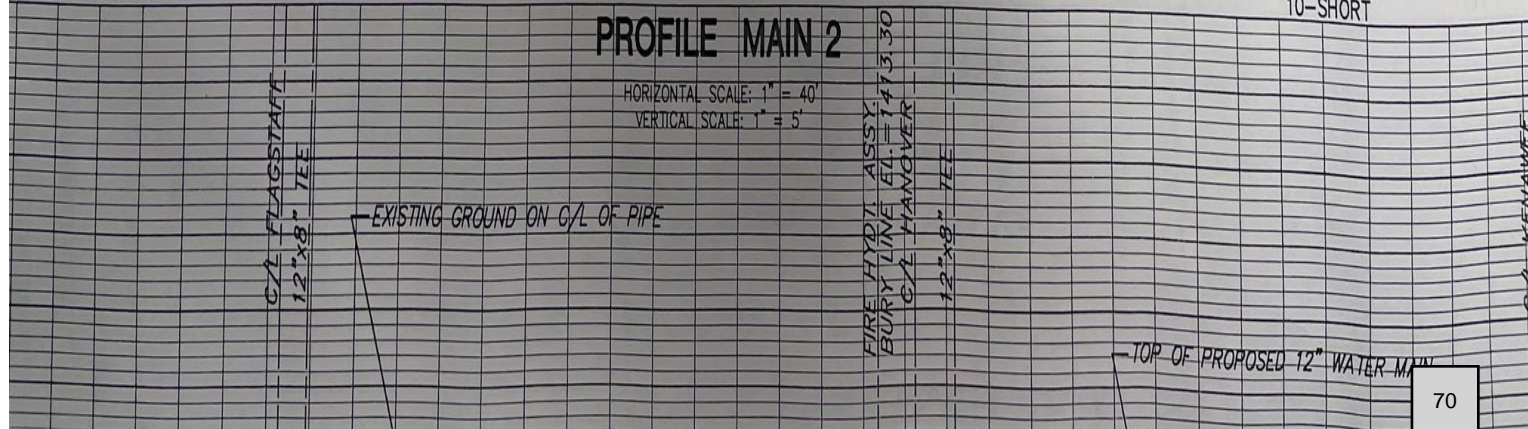


PLAN MAIN 2

SCALE: 1" = 40'

PROFILE MAIN 2

HORIZONTAL SCALE: 1" = 40'  
VERTICAL SCALE: 1" = 5'





9210 E. 34<sup>th</sup> St. North  
Wichita, KS 67226

Phone: (316) 634-2199  
Fax: (316) 634-6071

McX Job Number: 23058

March 10, 2023

To: City of Bel Aire, KS  
c/o Marty McGee  
[mmcgee@belaire.kscoxmail.com](mailto:mmcgee@belaire.kscoxmail.com)  
(316) 744) 2888

**Hanover Street  
Water Main Replacement  
Bel Aire, KS**

McCullough Excavation is pleased to bid on the Hanover Street Water Main Replacement Bel Aire, KS. We propose to furnish the necessary labor, material and equipment to construct the proposed water main replacement per the invite information provided dated February 24, 2023 for the following items.

**Total Bid Amount** \_\_\_\_\_ **\$211,300.00**

**Clarifications:**

- We assume the connection at each end will be made with a hot tap/live tap on the water main on N Auburn St and Kenawee St.
- We have included abandonment of the existing 4” water main after construction of the new main is complete.
- We assume all connections to existing watermain will be in grassy areas outside of pavement and have excluded any pavement removal or replacement from our proposal.



9210 E. 34<sup>th</sup> St. North  
Wichita, KS 67226

Phone: (316) 634-2199  
Fax: (316) 634-6071

**Inclusions:**

- Bond Fees
- Lawn Sprinkler Repairs
- Turf Restoration

**Exclusions:**

- Sales Tax
- Bond Fees
- Inspections
- As-built Drawings
- Construction Staking
- Pavement Removal/Replacement
- Groundwater Dewatering
- Compaction Testing

If you have any questions or need further information, please let me know. Thank you.

Sincerely,  
MCCULLOUGH EXCAVATION, INC.

A handwritten signature in blue ink that reads "Joe Dinsmore".

Joe Dinsmore  
Lead Estimator/Project Manager



# UTILITY MAINTENANCE CONTRACTORS, LLC

Section XI, Item G.

Date: March 10, 2023

To: City of Bel Aire

Attn: Marty McGee, Public Works Director  
Anne Stephens, City Engineer

[Mmcgee@belaire.kscoxmail.com](mailto:Mmcgee@belaire.kscoxmail.com)  
[Astephens@belaireks.gov](mailto:Astephens@belaireks.gov)

Ref: **Hanover Street Water Line Replacement**

Utility Maintenance Contractors, LLC (UMC) places our employee's safety as our top priority on every job, every day. Through safe work practices we can continue to ensure our employee's safety and the safety of those around them. We emphasize that production is a result of working safe. UMC will be responsible for providing its employees with all required safety equipment and conducting regular maintenance and inspection of that equipment.

UMC will meet all minimum industry standards for safety related to this work including but not limited to; PPE, confined space, first aid/CPR/AED training, material handling, ventilation and air monitoring. All onsite UMC employees will follow all OWNER established rules, policies and guidelines regarding safety and security.

UMC proposes to provide the labor, supervision, material and equipment to complete the replacement of approximately 1,000 LF. Of 4" Cast Iron Water Line with 8" C-900 PVC Water Line, including the following appurtenances.

1. 1 Fire Hydrant Assembly
2. 10 Short Service Connections (new meter and radio provided by the City of Bel Aire)
3. 13 Long Service Connections (new meter and radio provided by the City of Bel Aire)
4. Pressure and Bacteria Testing
5. Abandonment of Existing Water Line
6. Site Restoration (including seeding of yards)
7. UMC will install new line by directional drilling
8. UMC will setup and maintain traffic control for the duration of this project

Item	Description	Qty	U.O.M.	Unit Price	Extended Price
Base	<b>Hanover Street Water Line Replacement</b>	1	LS	<b>\$238,315.00</b>	<b>\$238,315.00</b>

**SAFE**

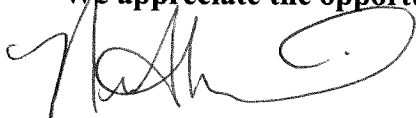
**QUALITY**

**SOLUTIONS**



- UMC's Proposal Excludes
  - a. All taxes, please provide a tax-exempt certificate or add tax to the proposed price
  - b. Bonding (bid, performance, payment, assurance, statutory)
  - c. Davis Bacon wage rates
  - d. Night, weekend or overtime hours
  - e. Delays caused by Owner or others may result in standby rates being charged
  - f. Special insurance, permits and fees
  - g. Providing as-built drawings once work is complete
  - h. Customer scope of work changes
  - i. Winter weather or any other weather controls
  - j. Remediation, hauling or disposal of any hazardous materials discovered during UMC work
  - k. Responsibility for job site access restrictions
- UMC's payment requirements:
  - a. UMC will honor the above pricing for 30 calendar days from the date submitted:
  - b. Once UMC has submitted billing payment is required within 30 calendar days
  - c. No retainage will be withheld from payments

We appreciate the opportunity to quote this work.



Nick Manning  
Superintendent



Tim Aelmore  
Project Manager

PLEASE SIGN, DATE & RETURN UPON ACCEPTANCE OF THIS PROPOSAL:

OWNER'S REPRESENTATIVE: *(print)*

\_\_\_\_\_

OWNER'S REPRESENTATIVE: *(signature)*

\_\_\_\_\_

DATE:

\_\_\_\_\_



City of Bel Aire, Kansas

STAFF REPORT



DATE: March 8, 2023  
TO: Governing Body  
FROM: Finance Director/City Attorney  
RE: Contract for Municipal Court Appointed Attorney

---

**Background:** Bel Aire’s contracted court appointed attorney has requested his contract be modified from the original 2013 agreement as the market for court appointed work has changed since he first contracted with the City. Surrounding cities (Wichita, Park City, and Valley Center) are paying the rate proposed in this contract. The City may approve this contract as presented (staff’s recommendation), approve with conditions, or initiate a search for a new attorney for court appointment services.

The City is required to provide defendants a court appointed attorney in cases where they cannot afford one. Whenever a defendant faces a jail term of 6 months or more and the municipal judge finds he or she does not have the financial means to hire an attorney, the court will appoint an attorney to represent that defendant. Contracting with a single attorney for court appointed services allows Bel Aire courts to run more efficiently since the appointed attorney will be exclusively available to Bel Aire on court nights and will prioritize our off docket appointed cases. This allows the public to have a more efficient interaction with our court system.

**Discussion:**

1. The contract presented has two primary changes from the original 2013 contract.
  - a. The cost structure goes from an hourly rate that averaged about \$150 per cases to a flat rate of \$225 per case.
  - b. If the attorney has to be reappointed on a case for some reason the rate is reduced to \$100. For instance, if the case the attorney was originally appointed to went to warrant status and warrant closed out, or probation that was violated, the attorney must be reappointed to the same case with the additional factors to be adjudicated.
2. The attorney is treated as an independent contractor and this contract may be terminated at any time by either party with 30 days written notice.
3. Staff anticipates the budget costs for this contract increasing from an average of \$6,000 to roughly \$12,000. Additional costs for the current year will be adjusted and future cost accounted for within the annual budget cycle.
4. City staff and the municipal judge find the contractor is easy to work with, reasonable when invoicing the City, and responsible when taking care of his appointed clients’ cases.

Recommendation: Staff recommends approving the new contract effective upon signature. If approved, this contract will expire in December 2023 and is set to automatically renew on an annually basis thereafter.

## SERVICE PROVIDER AGREEMENT

This Agreement is entered into as of this 17 day of April, 2012, by and between the CITY OF BEL AIRE, KANSAS ("City"), a municipal corporation, and SHAWN P. LAUTZ, OF LAUTZ LAW, LLC, ("Contractor"), both parties acting through duly authorized officers.

### WITNESSETH:

WHEREAS, City has need for public defender services within the municipal court; and

WHEREAS, Contractor is able to provide public defender services in conformance with the standards for such services as set forth within an RFP/RFQ seeking such service provider, and this Agreement;

NOW, THEREFORE, in consideration of the mutual and additional consideration, promises, performance, covenants, and agreements set forth herein, City and Contractor agree as follows:

1. SERVICE(S). Attorney shall provide professional legal services as a contract provider for eligible and qualified parties designated by the municipal court judge. Services provided shall include consultation, advice, availability and timely appearance for hearings, trial of cases before the court, filing of Notice of Appeal, preparation of motions and briefs as required by the case and any other legal services commonly associated with municipal matters. Representation of parties shall be upon an assigned basis, commencing upon notification and continuing in all subsequent proceedings in the same case, including appellate proceedings, unless relieved by the court or upon transfer of venue.

Attorney shall be available for every City of Bel Aire municipal court docket and at such other times as will allow for the timely handling of all assigned cases. Attorney will be expected to prepare cases for trial, review, stipulation, etc., in a timely manner without additional compensation for out of court time. Attorney and his/her client should be prepared for court to begin at 7:00 p.m. on the 1<sup>st</sup> Wednesday of each month, and at 12:30 p.m. on the 3<sup>rd</sup> Thursday of each month and conclude at the completion of the case.

All representation will be in accordance with the Supreme Court Rules and local court rules. When serving as appointed legal counsel, an attorney shall meet the provisions for continuing legal education and otherwise be guided in the performance of their duties by Supreme Court Administrative Orders. Attorney shall maintain liability insurance pursuant to Supreme Court regulations associated with provision of services to non-municipal clients.

2. STATUS OF CONTRACTOR. City and Contractor agree that Contractor renders professional service(s) under this agreement as an independent contractor and not as an officer, agent or employee of City. City hereby agrees to engage Contractor as an independent contractor and



Contractor hereby agrees to fulfill the conditions enumerated herein, including any appendices attached hereto, as an independent contractor. Contractor expressly understands, acknowledges and agrees that Contractor is not entitled to any of the benefits City provides for its employees. Contractor also expressly understands, acknowledges and agrees that he is solely responsible for reporting all income paid to him pursuant to this Agreement to the IRS, the Kansas Department of Revenue, and any and all other applicable taxing entities, and that City shall report the payment of such income to said entities to the extent required by law.

OUTSIDE PRACTICE OF LAW: This agreement shall not serve to limit attorney's right to practice law in other municipal, state, or federal courts, as long as such outside practice does not conflict with the mandatory time and date of performance within the Bel Aire municipal court. Further, attorney may represent non-appointed clients within the Bel Aire municipal court as long as such representation does not involve or create conflict of interest with appointed clients or when such practice would interfere with the timely handling of legal services provided through this contract.

3. SUBSTITUTION SERVICES: Contractor shall be authorized to select a single attorney to serve as substitute provider of these services when Contractor's attorney staff is physically unable to be present, such as in cases of health emergencies. THE SELECTION OF ANY SUBSTITUTE ATTORNEY MUST BE APPROVED BY THE CITY PRIOR TO SUCH ATTORNEY APPEARING IN THE BEL AIRE MUNICIPAL COURT. Such substitute attorney shall be paid that amount of compensation generally paid to Contractor for the time period served, in lieu of paying Contractor that sum. Such compensation must be billed in writing to the City of Bel Aire payroll clerk, indicating the date(s) of service for which the substitute attorney is to be paid in lieu of payment to Contractor. Contractor is to sign such request for payment submitted by substitute counsel prior to payment being made upon such billing.

4. TERM. The term of this agreement commences upon that date both parties have approved and signed this Agreement and terminates May 1, 2013, subject to prior termination as herein provided. Subsequently, this agreement shall be deemed automatically renewed and extended for sequential one year terms, on the terms and conditions herein provided unless either party hereto gives the other party hereto written notice not to extend and renew at least thirty (30) days prior to the date of termination of Agreement.

5. TERMINATION. This contract may be terminated in whole or in part by either party, for any reason, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. This Agreement may be terminated for cause upon written notification stating such cause. Upon termination of this Agreement neither party shall be bound to full or partial performance of any of its obligations hereunder. Whether this Agreement is canceled by City or Contractor, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

City reserves the right to immediately terminate this Agreement, in the event Contractor fails to provide services as set forth in Section 1, or provides such manner in an unprofessional manner.

6. COMPENSATION. In consideration for the service(s) described in Paragraph One (1) above, provided by Contractor for residents of the City of Bel Aire, City shall cause payment to be made to Contractor as follows:

- The Public Defender shall receive \$200.00 per trial. The Public Defender shall submit a monthly report identifying the cases actually taken to trial.
- For all other services the Public defender shall be paid an hourly fee of \$80.00.

Contractor agrees that billings and payments under this agreement shall be processed in accordance with established budgeting, purchasing, and accounting procedures of Bel Aire, Kansas. Payments shall be made to Contractor only for service(s) provided as described in Paragraph One (1) of this agreement. City reserves the right to disallow payment if City believes that the service(s) described in Paragraph One (1) above were not actually performed or provided. After approval by the City Finance Department, payments shall be mailed to Contractor's address as follows:

Shawn P. Lautz, Lautz Law, LLC, 2324 E. Douglas, Wichita, KS, 67214

7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the City for any liability or loss arising in any way out of the performance of this Agreement, or for the performance of these services in a negligent manner or in a manner not in conformance with this Agreement.

8. LICENSES AND PERMITS. Contractor agrees to maintain all applicable licenses and permits necessary to carry out the duties of this Contract.

9. INSURANCE. Contractor shall provide City with proof of valid liability insurance. Contractor will notify City within ten working days of any change of insurance, or change in status of insurance. If Contractor utilizes employs to perform any such service set forth within, Contractor shall provide proof that all employees are covered by worker's compensation insurance as required by State law.

10. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. Contractor agrees to comply with the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry, and shall comply with all other provisions of K.S.A. 44-1030 in its performance of this agreement.

11. TRANSFER OR MODIFICATION. This Agreement sets forth the entire Agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to, which is not referred to and incorporated herein. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be set forth in writing and signed by both parties.



12. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

- A. This Agreement shall be construed in accordance with the laws of the State of Kansas. If any provision of this Agreement shall be ruled unlawful by a Court of competent jurisdiction, it shall not affect the remaining provisions of this Agreement.
- B. Contractor shall comply with 1) all applicable local, state and federal laws, 2) all regulations, and 3) all applicable service standards, that are now or may in the future become applicable, in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this agreement.
- C. No public official who exercises any functions or responsibilities in the review and approval of this Agreement will have any direct or indirect interest in the financial proceeds of this Agreement.

13. CASH BASIS AND BUDGET LAWS. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

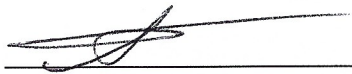
14. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto, and that this Agreement shall be binding upon the parties, their respective heirs, legal representatives, and assigns.

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

CITY OF BEL AIRE, KANSAS


LAUTZ LAW, LLC

  
\_\_\_\_\_  
Harold Smith, Mayor

  
\_\_\_\_\_  
Shawn Lautz, President

ATTEST:

SEAL

  
\_\_\_\_\_  
Vicki Bradford, City Clerk  
Sanie Hayes, Deputy City Clerk  
4

## MUNICIPAL COURT SERVICE PROVIDER AGREEMENT

This agreement is entered into as of this \_\_\_\_ day of March 2023, by and between the CITY OF BEL AIRE, KANSAS (“City”), a municipal corporation, and SHAWN P. LAUTZ, OF LAUTZ LAW, LLC. (“Contractor”) both parties acting through duly authorized officers.

WITNESSETH:

WHEREAS, City has need for public defender services within the municipal court; and

WHEREAS, Contractor has provided quality service to the City for over 10 years and is able to continue to provide public defender services in conformance with the law, and this Agreement;

NOW, THEREFORE, in consideration of the mutual and additional consideration, promises, performance, covenants, and agreements set forth herein, City and Contractor agree as follows:

1. **SERVICE(S).** Attorney shall provide professional legal services as a contract provider for eligible and qualified parties designated by the municipal court judge. Services provided shall include consultation, advice, availability and timely appearance for hearings, trial of cases before the court, filing of Notice of Appeal, preparation of motions and briefs as required by the case and any other legal services commonly associated with municipal matters. Representation of parties shall be upon an assigned basis, commencing upon notification and continuing in all subsequent proceedings in the same case, including appellate proceedings, unless relieved by the court or upon transfer of venue.
2. **STATUS OF CONTRACTOR.** City and Contractor agree that Contractor renders professional service(s) under this agreement as an independent contractor and not as an officer, agent or employee of City. City hereby agrees to engage Contractor as an independent contractor and Contractor hereby agrees to fulfill the conditions enumerated herein, including any appendices attached hereto, as an independent contractor. Contractor expressly understands, acknowledges and agrees that Contractor is not entitled to any of the benefits City provides for its employees. Contractor also expressly understands, acknowledges and agrees that he is solely responsible for reporting all income paid to him pursuant to this Agreement to the



IRS, the Kansas Department of Revenue, and any and all other applicable taxing entities, and that City shall report the payment of such income to said entities to the extent required by law.

OUTSIDE PRACTICE OF LAW: This agreement shall not service to limit attorney's right to practice law in other municipal, state, or federal courts, as long as such outside practice does not conflict with the mandatory time and date of performance within the Bel Aire municipal Court. Further, attorney may represent non-appointed clients with the Bel Aire municipal court as long as such representation does not involve or create conflict of interest with appointed clients or when such practice would interfere with the timely handling of legal services provided through this contract.

3. SUBSTITUTION SERVICES. Contractor shall be authorized to select a single attorney to serve as substitute provide of these services when contractor's attorney staff is physically unable to be present, such as case in health emergencies. The selection of any substitute attorney must be approved by the city prior to such attorney appearing in the Bel Aire municipal court. Such substitute attorney shall be paid that amount of compensation generally paid to Contractor for the time period served, in lieu of paying Contractor that sum. Such compensation must be billed in writing to the City of Bel Aire, indicating the date(s) of service for which the substitute attorney is to be paid in lieu of payment to Contractor. Contractor is to sign such request for payment submitted by substitute counsel prior to payment being made upon such billing.
4. Term. The term of this agreement commences upon that date both parties have approved and signed this Agreement and terminates December 6, 2023 subject to prior termination as herein provided. Subsequently, this agreement shall be deemed automatically renewed and extended for sequential one-year terms, on the terms and conditions here in provided unless either party hereto gives the other party hereto written notice of intent not to extend or renew at least thirty (30) days prior to the date of termination of agreement.
5. TERMINATION. This contract may be terminated in whole or in part by either party, for any reason, upon thirty (30) days written notice to the other party, stating the

reasons(s) for the termination and the effective date of the termination. This agreement may be terminated for cause upon written notification stating such cause. Upon termination of this Agreement neither party shall be bound to full or partial performance of any of its obligations hereunder. Whether this Agreement is canceled by City or Contractor, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

City reserves the right to immediately terminate this Agreement, in the event Contractor fails to provide services as set forth in Section 1, or provides such service in an unprofessional manner.

6. COMPENSATION. In consideration for the service(s) described in Paragraph One (1) above, provided by Contractor for residents of the City of Bel Aire, City shall cause payment to be made to Contractor as follows:

- The Public Defender shall receive at flat rate of \$225.00 per case.
- If a case is reappointed after a bench warrant, probation violation, diversion termination or similar event a flat fee rate would be \$100.00.
- After approval by the City Finance Department, payments shall be mailed to Contractor's address as follows:

Shawn P. Lautz, Lautz Law, LLC. 420 E English, Wichita, KS 67202

7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the City for any liability or loss arising in any way out of the performance of this Agreement, or for the performance of these services in a negligent manner or in a manner not in conformance with this Agreement.
8. LICENSES AND PERMITS. Contractor agrees to maintain all applicable licenses and permits necessary to carry out the duties of the Contract.
9. INSURANCE. Contractor shall provide City with proof of valid liability insurance. Contractor will notify City within ten working days of any change of insurance, or change in status of insurance. If Contractor utilizes employs to perform any such service set forth with, Contractor shall provide proof that all employees are covered by worker's compensation insurance as required by State Law.



10. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. Contractor agrees to comply with the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry, and shall comply with all other provisions of K.S.A. 44-1030 in its performance of this agreement.
11. TRANSFER OR MODIFICATION. This Agreement sets forth the entire Agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to, which is not referred to and incorporated herein. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be set forth in writing and signed by both parties.
12. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.
- A. This Agreement shall be construed in accordance with the laws of the State of Kansas. If any provision of this Agreement shall be ruled unlawful by a Court or competent jurisdiction, it shall not affect the remaining provisions of this Agreement.
  - B. Contractor shall comply with 1) all applicable local, state and federal laws, 2) all regulations, and 3) all applicable service standards, that are now or may in the future become applicable, in carrying out this Agreement, regard less of whether those legal requirements are specifically referenced in this agreement.
  - C. No public official who exercises any functions or responsibilities in the review and approval of this Agreement will have any direct or indirect interest in the financial proceeds of this Agreement.
13. CASH BASIS AND BUDGET LAWS. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budge Law (K.S.A. 79-2935), and other laws of the State of Kansas. This agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the

City reserves the right to unilaterally server, modify, or terminate this Agreement at any time if, the opinion of its legal counsel, the Agreement maybe deemed to violate the terms of such laws.

14. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto, and that this Agreement shall be binding upon the parties, their respective heirs, legal representatives, and assigns.

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

**CITY OF BEL AIRE, KANSAS**

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

**LAUTZ LAW, LLC**

\_\_\_\_\_  
  
Shawn P. Lautz,

ATTEST:

SEAL

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

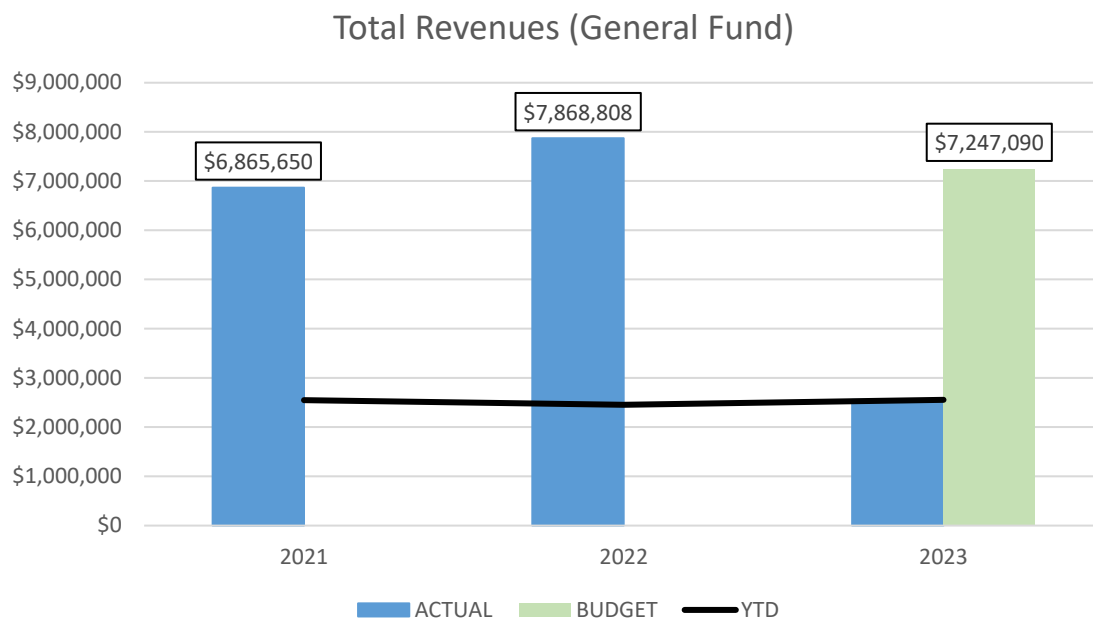


DATE: March 10, 2023  
 TO: Ty Lasher, City Manger  
 FROM: Ted Henry, Assistant City Manager/ Director of Finance  
 RE: February 2023 Financial Report

Attached please find a copy of the Cash Report and Revenue and Expenditure reports for each of the City's budgeted funds for the month ending February 28, 2023.

### **General Fund**

- The General Fund has a cash balance of \$4.2 million.
- Total General Fund revenues in 2023 year-to-date were \$2,554,792 compared to \$2,452,491 in the same period in 2022, an increase of \$102,301 or 4%.

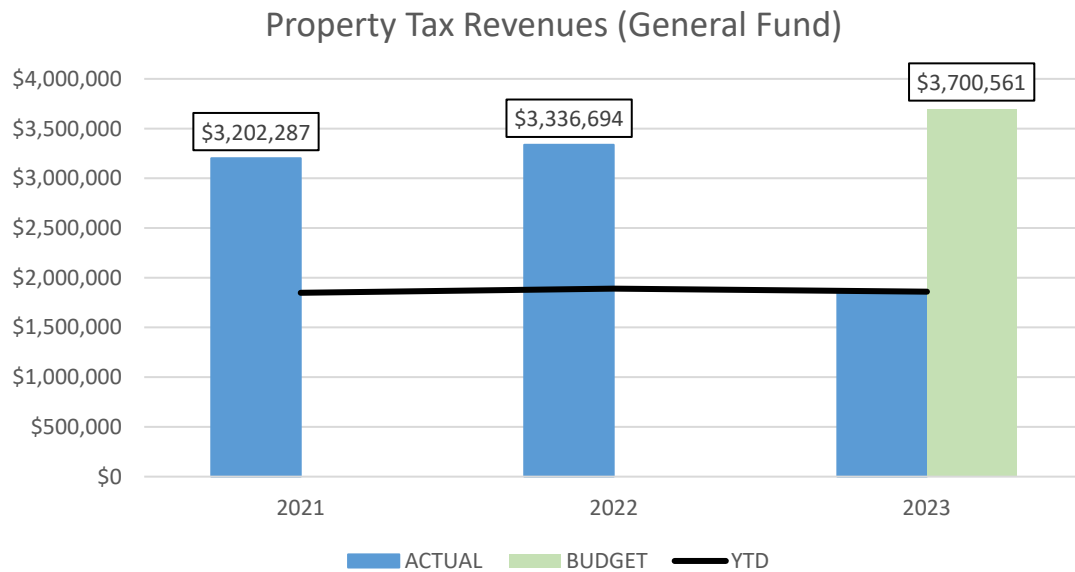


(01-00-XXXX)

### ***Key General Fund Revenue Indicators:***

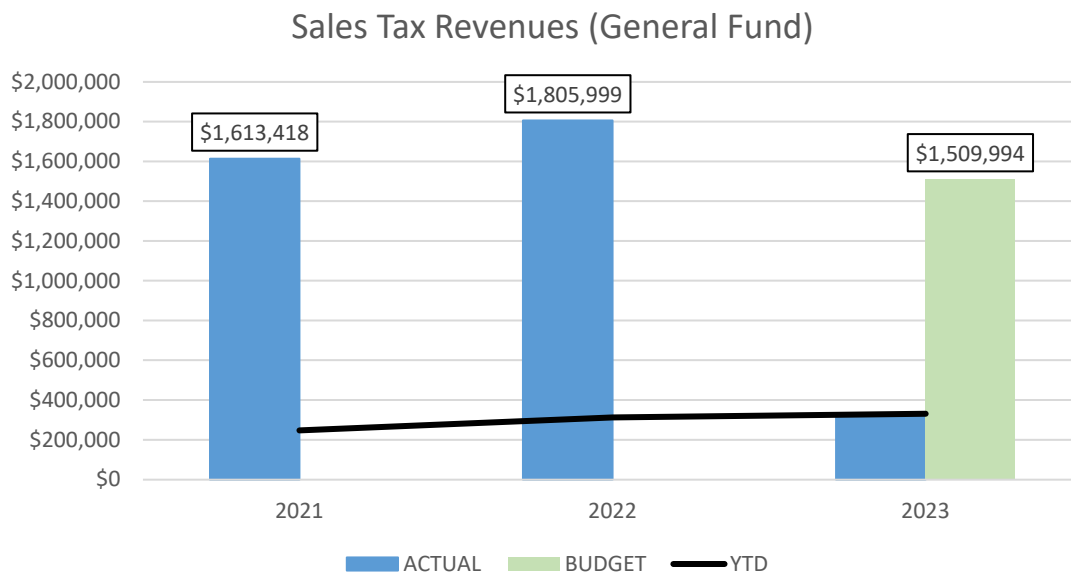
The primary revenue source for the City's General Fund is property tax (51% of Total Revenues). Property taxes are billed by the county the November before our calendar year. Taxpayers are required to pay at least one-half in December and the remaining amount in May.

→ Property taxes collected in 2023 year-to-date were \$1,859,578 compared to \$1,890,269 in the same period in 2022, a decrease of \$30,691 or -2%. (01-00-4000)



The city receives a portion of the Sedgwick County sales tax (22% of Total Revenues). Sales taxes are collected by the retailer and remitted to the State of Kansas Department of Revenue. The State then remits the sales taxes to the city. The process typically takes two months from the retail sale to the collecting of the sales tax.

→ Sales taxes collected in 2023 year-to-date were \$312,286 compared to \$331,450 in the same period in 2022, an increase of \$19,164 or 6%. (01-00-4030)





*Personnel Expenses:*

The 2023 Budget includes \$3,251,740 (41% of Budget) for personnel expenses (Salaries, Benefits, KPERS, FICA, Workman's Compensation, and Unemployment Insurance) (01-500)

	YTD Spent	Budget	% Spent	% of Year
Personnel	\$491,694	\$3,251,740	15%	17%

*Contractual Expenses:*

The 2023 Budget includes \$667,048 for contractual expenses. Contractual expenses include: liability insurance, utilities for public buildings, , phones, internet, mobile devices, copier, legal services (judge and prosecutor), inmate housing fees, mowing services, janitorial services, engineering services, recreation instructors, auditing services, financial software, digital ticketing software, body camera storage, and IT support. (01-510)

	YTD Spent	Budget	% Spent	% of Year
Contractual	\$84,806	\$667,048	13%	17%

*Commodity Expenses:*

The 2023 Budget includes \$493,350 for commodity expenses. Commodity expenses include: fuel and maintenance for vehicles, postage, publications, training, safety equipment, construction material, materials for public grounds upkeep, police and office supplies and marketing. (01-610)

	YTD Spent	Budget	% Spent	% of Year
Commodities	\$80,198	\$493,350	16%	17%

*Capital Outlay Expenses:*

The 2023 Budget includes \$80,000 for smaller capital outlay expenses. (01-710)

	YTD Spent	Budget	% Spent	% of Year
Commodities	\$0	\$80,000	0%	17%

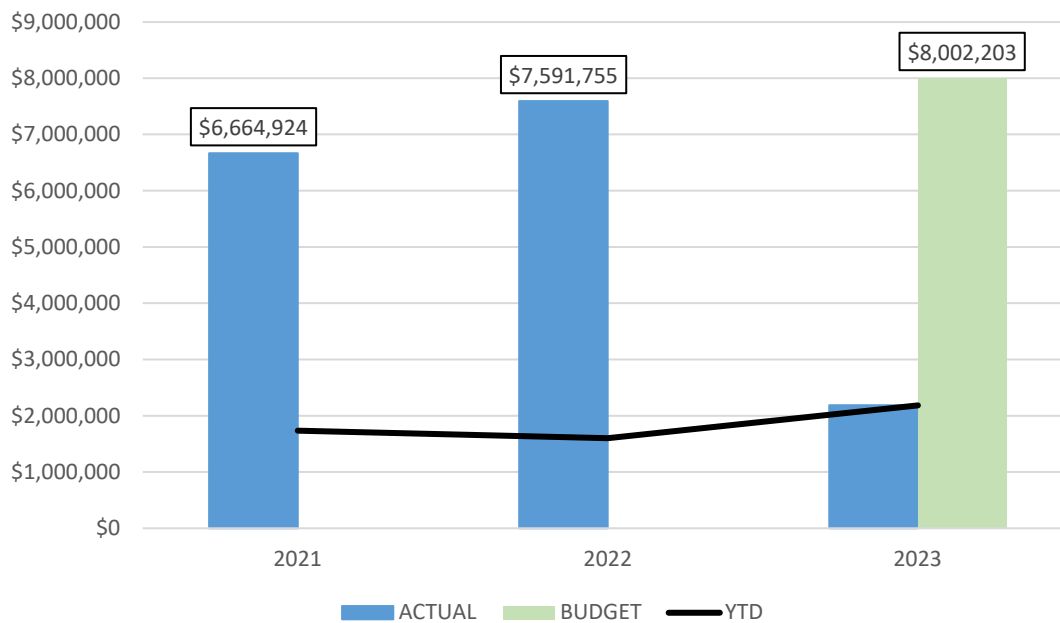
*Transfers Out Expenses:*

Transfers for 2023 are budgeted at \$3,510,065. Most of this amount (\$2,252,194 or 64%) will be used to pay off debt the City has accrued over the years. Other 2023 budgeted transfers include \$1,157,871 to the Capital Improvement Reserve Fund for planned projects and \$100,000 for Equipment Reserve Fund for planned equipment replacement purchases.

Transfers made YTD are as expected.

	YTD Spent	Budget	% Spent	% of Year
Transfers	\$1,529,789	\$3,510,065	44%	N/A

### Total Expenditures (General Fund)



### Water Fund

The Water Fund ended the month with a balance of \$2.4 million. Water Fund Revenue is driven by water sales to Bel Aire utility customers. (02-00-4360)

	YTD	Budget	% Collected	% of Year
Total Water Revenue	\$548,031	\$3,186,000	17%	17%

Water sales account for almost 90 percent of the total annual revenue in the Water Fund. Water sales collected in 2023 year-to-date were \$392,156 compared to \$344,025 in the same period in 2022, an increase of 14%.

Water fund expenditures are largely concentrated in contractual obligations. Bel Aire purchases water from two sources: the Chisholm Creek Utility Authority (CCUA) and the City of Wichita. The Water Department budget includes salary for 5 full time employees. Staff is responsible for maintaining the City's water infrastructure, including water towers; and work with CCUA and The City of Wichita to ensure no interruptions in water service. Staff completes hundreds of service calls, manages billing, water system maintenance, and repairs of sections of failing water main lines as needed. Capital Outlays are earmarked for contracting water line replacement projects.

	YTD	Budget	% Spent	% of Year
Total Water Expenses	\$483,579	\$3,544,187	14%	17%

### **Sewer Fund**

The Sewer Fund ended the month with a balance of \$3.4 million. Revenue is driven by sewer charges Bel Aire utility customers. Sewer charges account for over 90 percent of the total annual revenue in the Sewer Fund. Sewer charges collected in 2023 year-to-date were \$462,145 compared to \$418,087 in the same period in 2022, an increase of 11%. (03-00-4400)

	YTD	Budget	% Collected	% of Year
Total Sewer Revenue	\$487,092	\$2,797,289	17%	17%

Sewer fund expenditures are largely concentrated in contractual obligations. All of Bel Aire's waste water is treated by the Chisholm Creek Utility Authority (CCUA). One of the greatest expenses for the Sewer Fund is \$739,604 in CCUA debt payments and \$562,072 for operations and maintenance at CCUA. This amount totals \$1,286,477, accounts for 53% of revenues, and only treats our waste water. The Sewer Department budget includes salary for 5 full time employees. Staff is responsible for maintaining the City's waste water infrastructure, including lift stations; and work with CCUA to ensure no interruptions in waste water service. Capital Outlays funds amounting to \$300,000 are earmarked for contracting sewer line replacement projects.

	YTD	Budget	% Spent	% of Year
Total Sewer Expenses	\$356,933	\$3,094,459	12%	58%

### **Stormwater Fund**

A Stormwater Fund was established in 2016. Creating a fund for Stormwater eliminates annual competition for funds for stormwater improvements. The only revenue source for this fund is a \$2 stormwater management fee, which was assessed to all utility customers in the City. The Stormwater Utility Fund ended the month with a balance of \$401,346. 2023 completed stormwater projects include \$8,500 in tree removal along the ditches near Woodlawn and Quail Ridge. I will update stormwater projects as they occur.

### **Solid Waste Fund**

The Solid Waste Utility Fund ended the month with a balance of \$332,125. All charges for trash and recycling services are being placed into and paid out of the Solid Waste Utility Fund. The 2023 Budget includes a \$100,000 transfer to the Street Fund for road repairs and \$35,000 to the Water Fund for administrative expenses.

### **Street Maintenance Fund**

The Street Fund balance at the ended the month with a balance of \$294,881. Revenues are generated by the City's share of the state and county fuel tax. Expenses are spent on roadway maintenance, street cleaning, snow and ice removal and street lighting.

### **Bond and Interest Fund**

The Bond and Interest Fund ended the month with a balance of \$1.5 million. The City will make over \$3.4 million in debt service payments out of the Bond and Interest Fund in 2023.

**FY23 Equipment Replacement Reserve Fund (Non-Budgeted)**

Fund Balance - starting	274,720		
Budgeted FY23 Transfer from General Fund	100,000		
Budgeted FY23 Transfer from General Fund	100,000		
Budgeted FY23 Transfer from General Fund	100,000		
Total Funds Available	574,720		
Ford F-150 Crew Cab (P&Z)	44,865	Bid Approved	< waiting on delivery
Replacement Watchguard Server (PD)	14,307	Bid Approved	< waiting on delivery
FY2022 Police Vehicle Purchase (PD)	55,000		< scheduled for replacement
FY2023 Police Vehicle Purchase (PD)	55,000		< scheduled for replacement
Water & Sewer Main Cleaning Truck (PW)	200,000		< scheduled for replacement
Exmark Mower (PW)	20,000		< scheduled for replacement
F-350 Truck (PW)	50,000		< scheduled for replacement
Admin Vehicle Purchase (ADMIN)	45,000		< scheduled for replacement
Utility Task Vehicle (REC)	20,000		< scheduled for replacement
Estimated Expenditures	504,172		
Estimated Fund Balance - ending	70,548		

**FY23 Capital Improvement Reserve Fund (Non-Budgeted)**

Fund Balance - starting	566,384		
Budgeted FY23 Transfer from General Fund	1,157,871		
"Save and Spend" Transfer from General Fund	800,000	Pending	< needs budget amendment
Total Funds Available	2,524,255		
Micro-Surfacing (Preservation Program)	908,220	Bid Approved	
Engineering Services for 45 <sup>th</sup> Street	739,702	Bid Approved	
Public Works Facility (Feasibility Study)	60,000		
City Hall Energy Efficient HVAC	150,000		
City Hall Keyless Entry System	50,000		
Pool Liner or Pool Plaster Repair	150,000		
Skyview Park (new)	160,000		
Estimated Expenditures	2,219,922		
Estimated Fund Balance - ending	304,333		
ARPA Fund Balance	1,267,227		< still available for allocation

STAFF REPORT

DATE: March 14, 2023

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

FROM: Brian Hayes, Recreation Director

RE: February Activities

Recreation

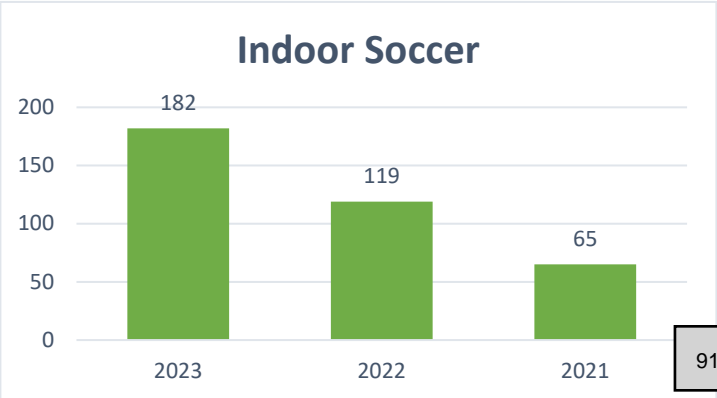
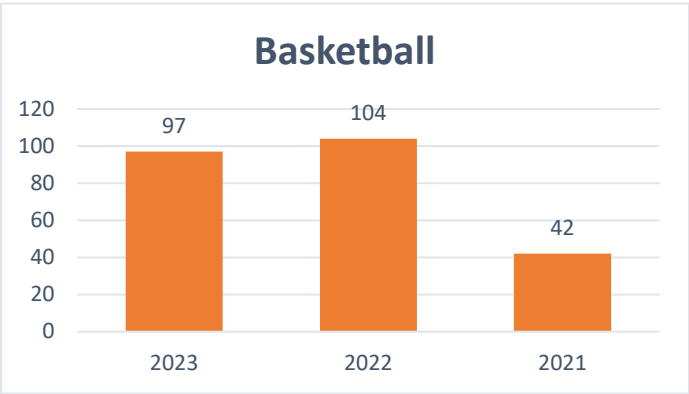
- 97 youth basketballers completed their season on Feb. 25.
- A near record 182 participants have begun Coed Indoor Soccer which runs thru mid-April.
- Pickleball participation was steady with 283 compared to 294 participants last month.
- Taekwondo participation was steady with 18 students compared to 17 in February.
- Tippi Toes Dance continues with 13 participants.
- Exercise classes were steady with 23 participants.
- February drop-in use was steady with 540 compared to 597 in January.
- Landworks Studio prepared a survey for the master plans of the 2 parks and Rec Center. The link has been published in the Breeze, social media, city website, and on flyers in the March water bill. A community open house will be scheduled later this spring.
- Work continues on the baseball/softball infields. Additional red shale has been leveled, rolled & drug out. SCA have begun practicing. Rec staff & volunteer groups have been and will continue to pick-up rocks out of the new shale.
- Upcoming Rec programs include WHJBSL, Spring Break Schools Out Camp, Short Sports, & Blastball.

Seniors

- 740 seniors participated in bridge, line dance, exercise, sewing, walking, book club, educational, and special activities compared to 750 last month. Special programs included making Valentines Day cards, a Tech class, and a well attended presentation by the Alzheimer’s Association.
- The Senior Advisory committee met on Feb 13 to give input on this year’s programing and activities.
- Upcoming Senior activities include another session of Tai Chi, a day trip, a meal with music, as well as the many ongoing programs, presentations, mailings and virtual activities.

Swimming Pool

- Again met with the returning pool manager to discuss the upcoming season. We will need to hire 3-5 lifeguards which is now posted on Indeed and the Breeze. Pool prep work will begin next month.
- Rec staff assisted the City manager is sending out RFP’s for a pool to splashpad conversion.





## MANAGERS REPORT

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

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### **Consent Agenda (Item VI)**

The consent agenda includes:

- Minutes of the March 7, 2023 regular City Council meeting.
- Minutes of the March 7, 2023 special City Council meeting.
- 2023 Municipal Water Conservation Plan submitted by the Utility Advisory Committee.
- Appointment of Jennifer Hill as Interim City Attorney.

### **Appropriations Ordinance (Item VII)**

This reporting period includes one payroll period. Insituform received their first payment of \$141,685 for the sewer lining project approved in 2022. PEC invoiced for several items including continued work on the Water/Sewer master plan, GIS assistance, Planning assistance and pavement improvements and was issued payment of \$18,103 for these ongoing services and projects. Infrastructure payments totaled \$744,000 for Bristol Hollows, Chapel Landing and Cedar Pass, all of which will be special assessed.

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

Gary O'Neal with the Bel Aire Lions Club requested to speak and answer questions related to the Bellino Fireworks location.

### **Bellino Fireworks Sales Permit (Item A):**

The 2023 Bellino Fireworks Permit application was on the consent agenda at the March 7, 2023 Council Meeting. There were some concerns raised relating to location and Woodlawn construction. Mayor Benage removed the item from the consent agenda until additional information could be gathered. Bellino Fireworks is affiliated with the Bel Aire Lions Club. Gary O'Neal, Bel Aire Lions, will address any concerns during city requested



appearances on stand location and answer questions. Staff recommends approval of the permit. If the location needs to change prior to the tent installation, the permit can simply be amended with the new location.

#### **Agreement For Ordinance Annexation -Kilgore property (Items B & C)**

Jaci worked with the owners of this property to annex it into the City. This property includes a roughly 15-acre tract of land along 53<sup>rd</sup> street, just west of Oliver. The owners have signed an agreement to have their property annexed into Bel Aire. The agreement includes a temporary tiered tax rebate, zoning plan, plan for their current animals and an agreement to allow the property to attach to city water and sewer at a later time, most likely initiated by the owners. This allows the city to clean up an “island” that is completely surrounded by the city limits. Annexing this property into Bel Aire would make the boundary lines of the City contiguous. The City is able to provide sewer, water, and police service to the property. Staff recommends Council approve the agreement for consent annexation and the related ordinance.

#### **Accept dedications, Final Plat of Skyview at Block 49, 4th Addition (Item D)**

At the March 9<sup>th</sup> Planning Commission meeting, the planning commission considered a final plat at Skyview at Block 49, Fourth Addition. The Developer requested to change the Final Plat to allow for Reserve “A”, which was to be used as a park, to be replaced with 3 buildable lots. This is due to the dedication of other lots on the plat for a larger, more neighborhood friendly park. After discussion, Commissioners agreed that this was a reasonable request and met the guidelines for recommendation of the final plat. After review, the Planning Commission voted (by passing a 5-0 motion) to accept the final plat without conditions. It now comes before Council to accept the dedications. Staff recommends approval.

#### **Quote for Comprehensive Development Plan (Item E)**

At the March 7<sup>th</sup> Council meeting, the City Council voted to table this item to request bidders give their beginning and completion dates. That information was provided as follows: PEC’s time frame (April 1-September 30, 2023), Multistudio’s time from (May 1 – November 30, 2023) and RDG’s time frame (Fall 2023 – Summer 2024). PEC begins and ends sooner than the other two bidders which is important with all the growth occurring in Bel Aire. The Planning Commission recommend using PEC to complete the project. PEC has great familiarity with the city, they are handling our 5-year street CIP program, currently studying our water and sewer infrastructure, and can complete the comp plan sooner than the others.

Staff recommends Council accept the bid from PEC in the amount not to exceed \$53,000.

### **Consideration of a bid for sewer point repairs (Item F)**

At the conclusion of the cleaning and televising of the lines to prep them for Cured-In-Place-Pipe by Insituform, several broken pipes have been encountered. For Insituform to finish their project these lines will need to be repaired. Staff reached out to five contractors requesting bids for sewer line repair. Only one of the contractors responded to our request. Contractors that did not bid were either too busy or felt the job was not big enough to bid on. The cost of these improvements will be paid from the Capital Improvement Fund from funds set aside for sewer improvements. This item was discussed at the March 14<sup>th</sup> workshop and staff recommends Council accept the bid from UMC for \$118,475.00

### **Bid for replacement of water main on Hanover (Item G)**

At the March 14<sup>th</sup> workshop, Council reviewed the proposed 2023 public works improvement projects, which included the replacement of the water main on Hanover between Auburn and Kenawee. The 4" cast main has incurred several leaks in past years due to age, pitting and rusting which will only get worse. Staff reached out to five contractors requesting bids for the installation of 8" PVC pipe and one fire hydrant with a shutoff valve. Only two of the contractors submitted bids. Their bids include all service lines to be reconnected. The three contractors who did not submit a bid replied that it was not a big enough project to bid on, or the contractor was too busy. The cost of these improvements will be paid for out of the Capital Improvement Fund from funds set aside for water improvements. Staff recommends Council accept the bid from McCullough Construction, at a cost not to exceed \$211,300, to perform the water line replacement.

### **Municipal Court Service Provider Agreement (Item H)**

As part of operating a municipal court system, the city is required to offer the services of a public defender in certain instances. Bel Aire has used Lautz Law firm as the Bel Aire Public Defender since 2013. Mr. Lautz is the public defender for several other cities. There are few law firms who provide these services for various reasons. Shawn is moving his fee from an hourly rate to fixed fee. There will be an increase in costs, however, the fee was low as it had not been raised in 10 years. As with most situations of hourly verses fixed rates, there are times when the City benefits and times when the contractor benefits. Based on history, staff has determined there will be a minor financial increase from one billing to the other. Keep in

mind that the substantial increase you see is due to the overall rate increasing from 2013 to 2023. Staff feels Shawn provides a good service at a reasonable rate and would struggle finding a new firm. As such, staff recommends approval.

**Executive Session (Item XII)**

Staff is requesting an executive session.