



**AGENDA**  
**CITY COUNCIL MEETING**  
7651 E. Central Park Ave, Bel Aire, KS  
August 20, 2024 7:00 PM



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

**II. ROLL CALL**

Greg Davied \_\_\_\_ Tyler Dehn \_\_\_\_ Emily Hamburg \_\_\_\_  
Tom Schmitz \_\_\_\_ John Welch \_\_\_\_

**III. OPENING PRAYER:** Father Andrew Labenz

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

**V. DETERMINE AGENDA ADDITIONS**

**VI. CONSENT AGENDA**

**A.** Approval of Minutes of the August 6, 2024 City Council meeting.

**B.** Approve the use of the Central Park Sidewalk Fund (within the Capital Improvement Reserve Fund) to allocate \$16,147 for sidewalk installations in Central Park.

**C.** Accept a Revised Phase 1 Sanitary Sewer Petition for Chapel Landing 5th.

**D.** Adopt A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer Improvements/Chapel Landing 5th Addition-Phase 1); And Amending, Restating And Repealing Resolution No. R-22-35.

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

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

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

**A. Consideration of Appropriations Ordinance No. 24-15 in the amount of \$397,591.30.**

**Action:** Motion to (approve / deny / table) Appropriations Ordinance No. 24-15.

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

**VIII. CITY REQUESTED APPEARANCES**

**A. Aaron Maxwell, President - Bel Aire Chamber of Commerce Report**

**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 approving the 2025 City of Bel Aire notice of hearing to exceed the revenue neutral rate and budget hearing for publication and establish a public hearing to exceed the revenue neutral rate and a public hearing on the budget at the Regular City Council meeting on September 3rd, 2024 at 7:00 p.m.**

**Action:** Motion to (approve / table) the City of Bel Aire 2025 notice to exceed the revenue neutral rate and budget hearing as (presented / amended) for publication and schedule a public hearing to exceed the revenue neutral rate and a public hearing on the budget at the Regular City Council meeting on September 3rd, 2024 at 7:00 p.m.

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

**B. Consideration of an Agreement with Schaefer Architecture for owner architectural and engineering services for the City of Bel Aire New Public Works Facility Project.**

**Action:** Motion to (approve / deny / table) the agreement with Schaefer Architecture for owner architectural and engineering services for the City of Bel Aire New Public Works Facility Project, with a total cost not to exceed 6.5% of the anticipated project cost range of \$5,000,000 to \$7,990,000. Also, to approve the additional services listed inside the agreement for survey, civil engineering, and landscape design with costs not to exceed \$55,500 and authorize the Mayor to sign.

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

**C. Consideration of accepting a bid for the Water and Sanitary Sewer Improvements for Chapel Landing 5th. Four bids were received:**

	<u>Engineer's Est.</u>	<u>Dondlinger</u>	<u>Mies</u>	<u>Nowak</u>	<u>Wildcat</u>
<u>Water</u>	\$270,180.00	\$250,433.00	\$268,256.00	\$251,702.50	\$296,349.70
<u>Sewer</u>	\$340,811.50	\$433,624.90	\$416,515.90	\$483,876.90	\$576,963.10
<u>Total</u>	\$610,991.50	\$684,057.90	\$684,771.90	\$735,579.40	\$873,312.80

**Action:** Motion to (accept / deny / table) the bid from \_\_\_\_\_ in the amount of \$\_\_\_\_\_ for the Water and Sanitary Sewer Improvements for Chapel Landing 5th and authorize the Mayor to sign all related documents.

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

**D. Consideration of accepting a bid for 2024 Pavement Marking Project. One bid was received:**

<u>Company</u>	<u>Total</u>
Cillessen	\$84,561.30
<i>Engineer's Estimate</i>	<i>\$156,459.60</i>

**Action:** Motion to (accept / deny / table) the bid from \_\_\_\_\_ in the amount of \$\_\_\_\_\_ for Pavement Marking and authorize the Mayor to sign all related documents.

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

**E. Consideration of Selecting a Proposal for Sanitary Sewer Service Installation in Bristol Hollows Phase 1. Three proposals were received:**

<u>Company</u>	<u>Total</u>
Utility Solutions	\$10,753.20
Mies	\$53,235.00
McCullough	\$20,528.00

**Action:** Motion to (accept / deny / table) the Proposal from \_\_\_\_\_ in the amount not to exceed \$\_\_\_\_\_ for Sanitary Sewer Service Installation in Bristol Hollows Phase 1 and authorize the Mayor to sign all related documents.

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

**F. Consideration of an Ordinance amending Ordinance No. 387 Water Drought/Emergency for the purpose of updating mandatory water restrictions and stage triggers.**

**Action:** Motion to (approve / deny / table) the ordinance amending Ordinance No. 387 and authorize the Mayor to sign.

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

**G. Consideration of an updated Municipal Water Conservation Plan for the City of Bel Aire, with proposed revisions from Bel Aire Staff and Utility Advisory Committee. It has been submitted to the City of Wichita for approval, in accordance with the Wholesale Water Sales Agreement of 11/20/07.**

**Action:** Motion to (adopt / deny / table) the Municipal Water Conservation Plan, updated: August 14, 2024 (as presented / as amended), authorize the Mayor to sign, and City Attorney to submit this plan to the City of Wichita.

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

**H. Consideration of electing three (3) voting delegates to the League of Kansas Municipalities Annual Business Meeting and Convention of Voting Delegates on Saturday, October 12, 2024.**

**Action:** Motion to (elect/ deny / table) \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ as Bel Aire Voting Delegates to the League of Kansas Municipalities Annual Business Meeting and Convention of Voting Delegates on Saturday, October 12, 2024.

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

**I. Consideration of electing three (3) alternate voting delegates to the League of Kansas Municipalities Annual Business Meeting and Convention of Voting Delegates on Saturday, October 12, 2024.**

**Action:** Motion to (elect / deny / table) \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as Bel Aire Alternate Voting Delegates to the League of Kansas Municipalities Annual Business Meeting and Convention of Voting Delegates on Saturday, October 12, 2024.

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



**XII. EXECUTIVE SESSION**

**Executive Session: Legal advice related to the Woodlawn Roadway Project**

**Action:** Motion to recess into executive session to discuss with legal counsel and receive legal advice related to the Woodlawn Roadway Project. The discussion will be pursuant to K.S.A. 75-4319 (b)(2) for legal consultation with the City Attorney which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer, Neil Gosch, and Mike Kelsey. 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. Recreation Activities Report - July 2024

B. Manager's Report - August 20, 2024

**Notice**

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



**MINUTES**  
**CITY COUNCIL MEETING**  
7651 E. Central Park Ave, Bel Aire, KS  
August 06, 2024 7:00 PM



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

**II. ROLL CALL**

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Tom Schmitz, and John Welch.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, Director of Finance Barry Smith, and City Clerk Melissa Krehbiel.

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

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

Mayor Benage led the pledge of allegiance.

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

**VI. CONSENT AGENDA**

**A. Approval of Minutes of the July 16, 2024 City Council meeting.**

**B. Approval of the Mayor's Appointment of Jesse Miller to the Sedgwick County Fire District No. 1 Steering Committee to fill the unexpired term of Jim Benage. If approved, Jesse Miller's term will end on February 1, 2027.**

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

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

**A. Consideration of Appropriations Ordinance No. 24-14 in the amount of \$936,802.73.**

**MOTION:** Councilmember Dehn moved to approve Appropriations Ordinance No. 24-14. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

**VIII. CITY REQUESTED APPEARANCES**

**A. Annual Audit Presentation – Tara Laughlin of Allen, Gibbs & Houlik, L.C. (AGH)**

**MOTION:** Councilmember Hamburg moved to accept, receive and file the 2023 audit for the City of Bel Aire prepared by AGH. Councilmember Welch seconded the motion.  
*Motion carried 5-0.*

**IX. CITIZEN CONCERNS:** No one spoke.

**X. REPORTS**

**A. Council Member Reports**

Councilmember Dehn briefly reported on the KDOT Corridor Management Plan on Wednesday in Kechi. Regarding upcoming events, the Bel Aire Chamber of Commerce will meet on Wednesday, and there will be a walking event at Eagle Lake Park on Saturday at 9 am. He thanked the Bel Aire Recreation staff for their work at the summer day camp and the community pool.

Councilmember Davied briefly reported on the latest Chisholm Creek Utility Authority (CCUA) meeting, and the recent CCUA cost of service agreement.

Councilmember Schmitz reported that he recently attended the Bel Aire chamber mixer, and served on the selection committee for the architecture and engineering firm for the public works facility.

Councilmember Hamburg reported she attended the latest park cleanup at Bel Aire Park. The next park cleanup will be at Eagle Lake on August 31<sup>st</sup> from 9 a.m. to 10 a.m.

**B. Mayor's Report**

Mayor Benage briefly reported on the latest meetings of the WAMPO Policy Board, Sedgwick County Association of Cities (SCAC) and the Regional Economic Area Partnership (REAP). He also reported on the July 25<sup>th</sup> meeting of the Chisholm Creek Utility Authority (CCUA) and the recently signed cost of service agreement between Bel Aire and CCUA. Mayor Benage encouraged citizens to spread the word about the Stage 2 water restrictions currently being observed in Bel Aire due to the drought. He asked for prayers for rain and for the family of Wichita firefighter Ty Voth, who recently died while fighting a fire.

**C. City Attorney Report**

City Attorney Maria Schrock briefly reported on the recent publications of the Standard Traffic Ordinance and the Uniform Public Offense Code. The Council may discuss these publications at an upcoming workshop.

**D. City Manager Report**

City Manager Ted Henry gave a brief report about current water use restrictions due to drought. The restrictions are based on the City of Bel Aire’s contract with Wichita. Many other local cities are also under the restrictions. Staff will continue to educate and communicate with Bel Aire citizens. Warning letters will be sent before any enforcement actions.

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

**A. Consideration of An Ordinance Changing The Zoning District Of Certain Lands Located In The City Of Bel Aire, Kansas, from the current R-4 zoning district classification to AG Agricultural Use (ZON-24-01).**

Applicant Kirby Smith spoke and stood for questions from the Council.

**MOTION:** Councilmember Hamburg moved to adopt An Ordinance Changing The Zoning District Of Certain Lands Located In The City Of Bel Aire, Kansas, Under The Authority Granted By The Zoning Regulations Of The City (ZON-24-01) and authorize the Mayor to sign. Councilmember Dehn seconded the motion.

Roll Call Vote:

Greg Davied – Nay                      Tyler Dehn– Aye                      Emily Hamburg– Aye  
Tom Schmitz – Aye                      John Welch– Nay                      Jim Benage – Aye

**Motion carried 4-2**, with Councilmembers Davied and Welch voting against the motion.

**B. Consideration of An Ordinance Changing The Zoning District Of Certain Lands Located In The City Of Bel Aire, Kansas Under The Authority Granted By The Zoning Regulations Of The City (Sunflower Commerce Park 4th, PUD-24-01).**

Kurt Hershey, Tessere, represented the applicant and stood for questions.

**MOTION:** Councilmember Davied moved to adopt the Ordinance An Ordinance Changing The Zoning District Of Certain Lands Located In The City Of Bel Aire, Kansas Under The Authority Granted By The Zoning Regulations Of The City (Sunflower Commerce Park 4th, PUD-24-01) and authorize the Mayor to sign. Councilmember Dehn seconded the motion.

Roll Call Vote:

Greg Davied – Aye                      Tyler Dehn– Aye                      Emily Hamburg– Aye  
Tom Schmitz – Aye                      John Welch– Aye                      Jim Benage – Aye

**Motion carried 6-0.**

**C. Consideration of 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 Sunflower Commerce Park 4th.**

**MOTION:** Councilmember Dehn moved to accept the dedications within the Final Plat for Sunflower Commerce Park 4th and authorize all required signatures. Councilmember Davied seconded the motion. **Motion carried 5-0.**

**D. Consideration of a Planned Unit Development Agreement for Sunflower Commerce Park 4th.**

**MOTION:** Councilmember Welch moved to accept the Planned Unit Development Agreement for Sunflower Commerce Park 4th as amended to change “HOA” to “Business Owner’s Association” wherever it occurs in the document and authorize all required signatures. Councilmember Davied seconded the motion. *Motion carried 5-0.*

**E. Consideration of selecting an Architecture and Engineering Firm for Utilities and Public Works Facility project. Four firms responded to a Request for Proposal: Gravity Works Architecture, LK Architecture, Schaefer Architecture, and Tessere.**

**MOTION:** Councilmember Dehn moved to accept the Proposal from Schaefer Architecture and authorize staff to negotiate an agreement. Councilmember Schmitz seconded the motion. *Motion carried 5-0.*

**F. Consideration of an Agreement with Professional Engineering Consultants (PEC) for owner representation/ project management services for the City of Bel Aire New Public Works Facility Project (Work Order No. 24-08, PEC Master Services Agreement).**

**MOTION:** Councilmember Davied moved to approve Work Order No 24-08 with PEC for owner representation/ project management services for the City of Bel Aire New Public Works Facility Project in the amount not to exceed 4% of the total cost expectation of \$6,704,710.00 and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 5-0.*

**XII. EXECUTIVE SESSION**

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

**A. MOTION:** Councilmember Welch moved to recess into executive session to discuss with legal counsel and receive legal advice related to the Woodlawn Roadway Project. The discussion will be pursuant to K.S.A. 75-4319 (b)(2) for legal consultation with the City Attorney which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer, and Neil Gosch. The meeting will be for a period of 20 minutes, and the open meeting will resume in City Council Chambers at 8:57 p.m. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

The Council recessed into Executive Session. At 9:00 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action was taken.

**MOTION:** Councilmember Welch moved to extend the Executive Session for 10 minutes and the open meeting will resume in City Council Chambers at 9:12 p.m. Councilmember Davied seconded the motion. *Motion carried 5-0.*

The Council recessed into Executive Session. At 9:12 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action was taken.

**XIII. DISCUSSION AND FUTURE ISSUES**

**A. City Council Work Session - August 13, 2024 at 6:30 p.m.?**

The Council briefly discussed the agenda for the workshop on August 13<sup>th</sup> at 6:30 p.m.

**XIV. ADJOURNMENT**

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



**STAFF REPORT**

DATE: 8/13/24  
TO: City Council  
FROM: Ted Henry, City Manager  
SUB: Central Park 3<sup>rd</sup> Sidewalks

**History**

Central Park 3rd is a replat from the original Central Park plat during a downturn in the economy in 2009. The original Central Park area collects a sidewalk fee to pay for the new sidewalk that was an averaged amount for the development not covered by the street project. (\$1,500 per lot) The method used in other areas of the city has worked to install sidewalk as a special assessment.

Central Park 3rd was a *city development* until the city sold the remaining lots to one developer several years ago. City sidewalks were to be installed by the lot owner/builder during the house construction. The sidewalk in front of some of the lots was deferred by the builders due to weather, ownership, or other reasons.

**Discussion**

The city sidewalk is important in this area as it connects to the Central Park trail. It is also a requirement to connect neighborhoods to essential services and buildings by sidewalk for small cities and the city subdivision code.

From 2003 to 2022, the sidewalk fee collected totaled \$71,100. Based on financial research, \$54,953 of this fee has been spent, leaving a balance of \$16,147 in the fund.

The funding for the sections missing from the contiguous route from the developed lots was always considered to be the property owners' responsibility. Some owners have paid with the initial house construction, others didn't. The fall back for other areas has been the developer.

Bel Aire has an estimate of \$16,534 to complete Gabriel St. and the Holder Ln. sections not completed with the houses for various reasons.

**Recommendation**

Use the remaining \$16,147 of unused sidewalk fees collected to complete missing Central Park 3<sup>rd</sup> sidewalks.

**PHASE 1 SANITARY SEWER PETITION**

To the Mayor and City Council  
Bel Aire, Kansas

Dear Council Members:

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

**Chapel Landing 5th**

Lots 4 - 13, Block A

Lots 1 - 7, Block D

Lots 1 - 8, Block E

Lots 1 - 12 & 43 - 63, Block F

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Five Hundred Fourteen Thousand Dollars (\$514,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after July 1<sup>st</sup>, 2024.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing sanitary sewer main, such benefit fee to be in the amount of Forty-Nine Thousand One Hundred Dollars (\$49,100).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is



necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

**Chapel Landing 5th**

Lots 4 - 13, Block A

Lots 1 - 7, Block D

Lots 1 - 8, Block E

Lots 1 - 12 & 43 - 63, Block F

The above listed lots shall each pay 1/58 of the total cost of the improvements.

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

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by

either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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**Chapel Landing 5th**

- Lots 4 - 13, Block A
- Lots 1 - 7, Block D
- Lots 1 - 8, Block E
- Lots 1 - 12 & 43 - 63, Block F

By:  7-31-24

Randel M. Harder  
 Authorized Signatory  
 Woodlawn 53, LLC

**SANITARY PETITION ESTIMATE**

**Chapel Landing 5th Phase 1  
Bel Aire, Kansas  
July 30, 2024**

<u>Item</u>	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>	
SS PVC Pipe 08"	3830	lf	\$35.00	\$134,050.00	
Standard Type P MH	15	ea	\$3,500.00	\$52,500.00	
4" Riser Assembly	47	ea	\$950.00	\$44,650.00	
Flowable Fill	75	lf	\$75.00	\$5,625.00	
Erosion Control BMP, Construction Entrance	1	ea	\$3,500.00	\$3,500.00	
Adjust Existing MH	1	ea	\$1,000.00	\$1,000.00	
Pipe Testing	1	ls	\$4,000.00	\$4,000.00	
Site Clearing & Restoration	1	ls	\$10,000.00	\$10,000.00	
			Sub-total	\$255,325.00	\$455,306.15
Engineering, etc. (35%)				\$89,363.75	\$58,200.00
			Total	\$344,688.75	\$513,506.15

<b>PETITION AMOUNT</b>	<b>W/ CREEP \$434,700.00</b>	<b>\$345,000.00</b>	<b>\$514,000.00</b>
letter of credit		\$120,750.00	\$179,900.00

<u>Benefit District</u>	<u>No. Lots</u>	<u>Cost per Lot</u>	
Lots 4-13, Block A	10		
Lots 1-7, Block D	7		
Lots 1-8, Block E	8		
Lots 1-12, 43-63, Block F	33		
Total Lots	58		
Phase 1 Cost Per lot		\$5,948.28	\$8,862.07
20 Years at 3%, Cost Per Lot Phase 1		<b>\$32.99</b>	<b>\$49.15</b>

# CHAPEL LANDING 5TH

Re-plot of Part of Chapel Landing  
Bel Aire, Sedgwick County, Kansas  
Part of the N1/2 of Sec. 24, T26S, R1E

Phase 1 Sanitary Sewer Benefit District



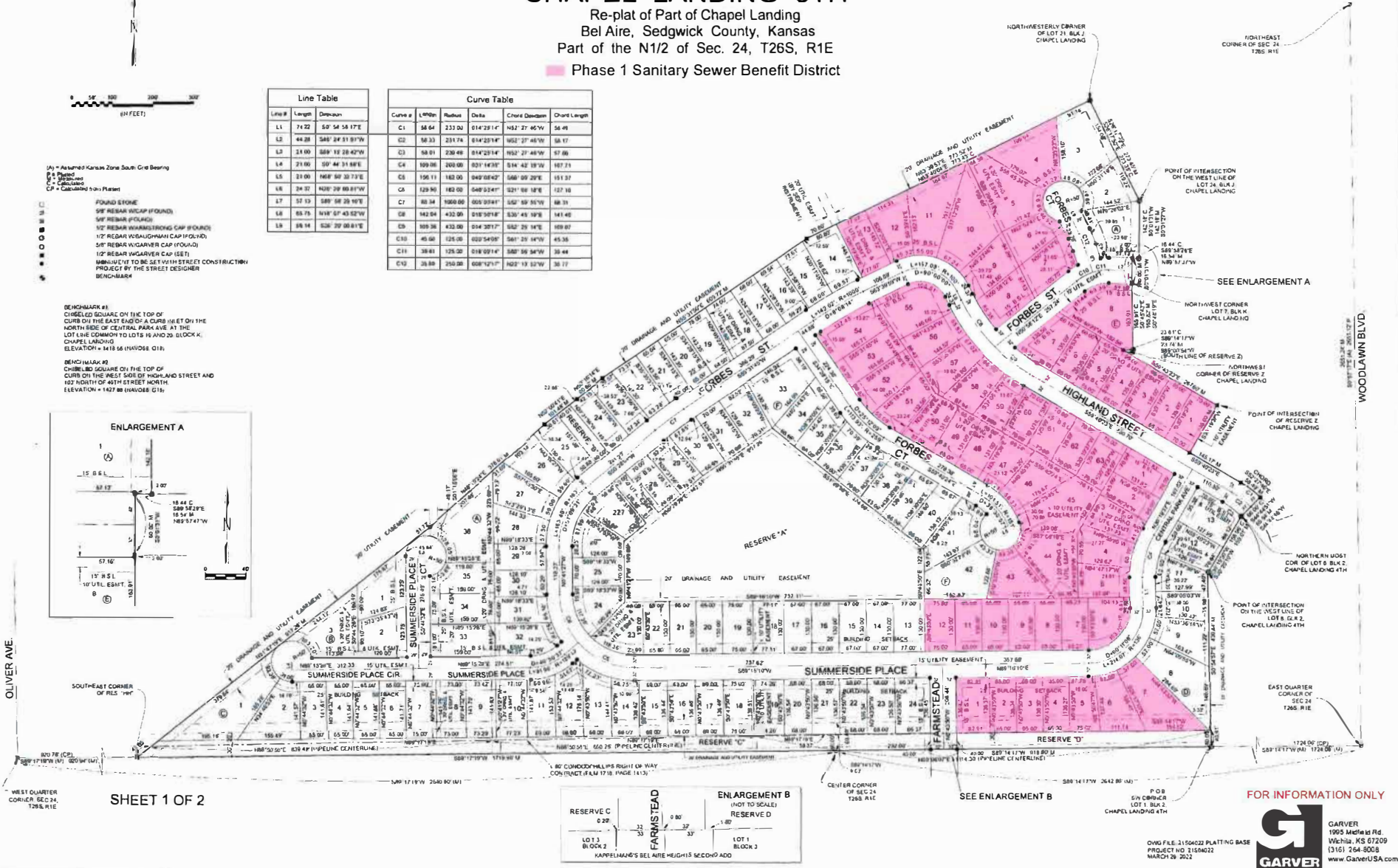
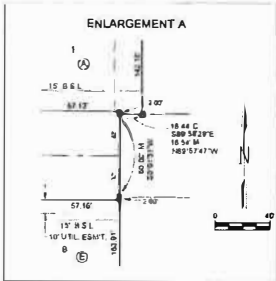
Line #	Length	Description
L1	74.22	S0° 54' 58.17"E
L2	44.28	S48° 24' 31.91"W
L3	24.00	S89° 12' 28.42"W
L4	21.00	S0° 44' 31.88"E
L5	21.00	N68° 50' 33.73"E
L6	24.37	N02° 29' 40.81"W
L7	57.13	S89° 58' 29.16"E
L8	63.75	S19° 07' 43.52"W
L9	58.94	S26° 30' 00.81"E

Curve #	L/100th	Radius	Delta	Chord Distance	Chord Length
C1	58.64	233.02	014°23'14"	N82°27'45"W	58.49
C2	58.33	231.74	014°23'14"	N82°27'45"W	58.17
C3	58.91	230.48	014°23'14"	N82°27'48"W	57.66
C4	109.08	203.08	021°14'37"	S14°42'48"W	107.71
C5	156.11	182.00	049°08'42"	S60°09'20"E	151.37
C6	129.50	182.00	049°08'42"	S21°00'38"E	127.10
C7	88.34	1950.69	003°03'41"	S2°00'30"W	88.70
C8	142.04	432.00	018°30'17"	S30°45'38"E	141.42
C9	109.38	432.00	014°30'17"	S42°25'14"E	109.87
C10	45.60	124.00	027°54'50"	S62°25'14"W	45.38
C11	38.41	125.00	018°09'14"	S07°58'34"W	38.44
C12	28.50	250.00	008°12'17"	N02°19'32"W	28.17

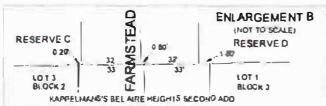
- (A) = Assumed Kansas Zone South-Cross Bearing
  - P = Plat
  - C = Calculated
  - CP = Calculated from Plat
- FOUND STONE
  - 9" REBAR W/CAP (FOUND)
  - 5" REBAR P/C (FOUND)
  - 1/2" REBAR W/SHIRTSOCK CAP (FOUND)
  - 1/2" REBAR W/SUGHMAN CAP (FOUND)
  - 5" REBAR W/GARVER CAP (FOUND)
  - 1/2" REBAR W/GARVER CAP (SET)
  - BENCHMARK TO BE SET WITH STREET CONSTRUCTION PROJECT BY THE STREET DESIGNER
  - BENCHMARK

**BENCHMARK #1**  
CHISEL SQUARE ON THE TOP OF CURB ON THE EAST SIDE OF A CURB IN SET ON THE NORTH SIDE OF CENTRAL PARK AVE AT THE LOT LINE COMMON TO LOTS 16 AND 20, BLOCK K, CHAPEL LANDING.  
ELEVATION = 1418.56 (HAYDOR 018)

**BENCHMARK #2**  
CHISEL SQUARE ON THE TOP OF CURB ON THE WEST SIDE OF HIGHLAND STREET AND 102 NORTH OF 4TH STREET NORTH.  
ELEVATION = 1427.86 (HAYDOR 018)



SHEET 1 OF 2



FOR INFORMATION ONLY

GARVER  
1905 Michigan Rd.  
Wichita, KS 67209  
(316) 264-9008  
www.GarverUSA.com

CHD FILE: 21-504022 PLATTING BASE  
PROJECT NO: 21504022  
MARCH 29, 2022

Gilmore & Bell, P.C.  
08/14/2024

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON AUGUST 20, 2024**

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

Absent:

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

\* \* \* \* \*

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 1); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-22-35.**

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

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

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

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

\*\*\*\*\*

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

\_\_\_\_\_

Clerk

Gilmore & Bell, P.C.  
08/14/2024

(Published in *The Ark Valley News* on August \_\_, 2024)

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

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 1); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-22-35.**

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

**WHEREAS**, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

**WHEREAS**, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with sewer line improvements authorized by the City, all pursuant to K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*; and

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

**WHEREAS**, the Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. R-22-35 of the City.

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

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

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

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

(b) The estimated or probable cost of the Improvements is: \$514,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after July 1, 2024.

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

- Chapel Landing 5th**
- Lots 4 through 13, Block A
- Lots 1 through 7, Block D
- Lots 1 through 8, Block E
- Lots 1 through 12, and Lots 43 through 63, Block F

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

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 4 through 13, Block A; Lots 1 through 7, Block D; Lots 1 through 8, Block E; and Lots 1 through 12, and Lots 43 through 63, Block F; Chapel Landing 5<sup>th</sup> Addition, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/58 of the total assessed cost of the Improvements.

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

(e) In accordance with the provisions of K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing sanitary sewer main, which has been authorized by Resolution of the City, such benefit fee to be in the amount of \$49,100, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

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

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

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



**Section 3. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of Resolution No. R-22-35, pursuant to Treasury Regulation 1.150-2.

**Section 4. Repealer.** The provisions of Resolution No. R-22-35 are hereby amended, restated and repealed.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on August 20, 2024.

(SEAL)

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

ATTEST:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on August 20, 2024 as the same appears of record in my office.

DATED: August 20, 2024.

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

CITY OF BEL AIRE		
AP ORD 2024-15		
Vendor & Payroll Checks 07/26-08/14/2024		
AMAZON	PRIME MEMBERSHIP	\$ 4,136.14
AMERICAN AED	REPLACEMENT AED PADS	\$ 170.00
AMERICAN BAR ASSOCIATION	ANNUAL MEMBERSHIP	\$ 225.00
BEAR TIRE, INC.	VEHICLE MAINTENANCE	\$ 10.00
CHARLIES CAR WASH	PZ CA WASH	\$ 130.00
COURTYARD BY MARRIOTT	CONFERENCE	\$ 115.29
DILLONS	EMPLOYEE RECOGNITION	\$ 77.50
DOLLAR GENERAL	EMPLOYEE RECOGNITION	\$ 15.00
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 1,047.00
EXPLORATION PLACE	CAMP TRIP	\$ 126.00
FICA/FEDERAL W/H	FED/FICA TAX	\$ 27,717.00
FORMS FULFILLMENT CENTER	CHECK STOCK	\$ 216.56
HARBOR FREIGHT	MINOR EQUIP	\$ 4.99
IHOP	CONFERENCE	\$ 18.01
INDEED	JOB POSTING APPLICATIONS	\$ 634.59
INTERNATIONAL PUBLIC MAN	PSHRA MEMBERSHIP	\$ 175.00
KANSAS AVIATION MUSEUM	CAMP TRIP	\$ 130.00
KANSAS JUDICIAL BRANCH	ANNUAL MEMBERSHIP	\$ 250.00
KANSAS LEADERSHIP	TRAINING-SAM	\$ 149.00
KANSAS TURNPIKE AUTHORIT	CONFERENCE	\$ 11.50
KS DEPT OF AG:PESTICIDE	CHEMICAL EXAM	\$ 45.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,982.62
KS PUBLIC EMPL RETIRE SYS	KP&F	\$ 22,944.28
LA GALETTE FRENCH BAKERY	MEETING	\$ 20.00
LESLIES POOL SPLY	POOL CHEMICALS	\$ 209.03
MENARDS	EQUIP SUPPLIES	\$ 48.96
OFFICE DEPOT #2190	OFFICE SUPPLIES	\$ 25.97
PANDA EXPRESS	CONFERENCE	\$ 16.98
PAYPAL	TRAINING-MELISSA	\$ 60.00
SAMS CLUB	POOL CONCESSIONS	\$ 1,073.69
SCOTCH & SIRLOIN	MEETING	\$ 39.24
SHERATON HOTEL	KSPE TRAINING	\$ 785.73
THE HOME DEPOT	CLEANING CHEMICALS	\$ 21.96
THE KITCHEN	MEETING	\$ 17.59
VISTAPRINT	BUSINESS CARDS	\$ 153.94
WALL STREET JOURNAL	WALL STREET JOURNAL SUBSCRIPTI	\$ 467.88
WALMART	CAMP SNACKS	\$ 407.72
WEF MAIN	FIN FOR WASTEWATER SYSTEMS	\$ 184.99
WESTIN CROWN CENTER	CONFERENCE LODGING	\$ 355.66
WHOLE FOODS	CAMP SNACKS	\$ 10.98
WICHITA BASEBALL	CAMP TRIP	\$ 152.00

WICHITA WIND SURGE	CAMP TRIP	\$	5.00
WSU-CEDBR	CONFERENCE		
PAYROLL CHECKS	PAYROLL CHECKS ON 07/31/2024	\$	87,501.15
	<b>CLAIMS TOTAL</b>	<b>\$</b>	<b>154,888.95</b>

Approved  
  
8-15-24



Payment Dates 7/26/2024 - 8/14/2024

Vendor Name	Description (Payable)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor: 2122 - AIR CAPITOL EXTERMINATING</b>					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	07/24/2024	08/14/2024		19.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	07/24/2024	08/14/2024		11.70
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	07/24/2024	08/14/2024		23.40
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	07/24/2024	08/14/2024		23.40
<b>Vendor 2122 - AIR CAPITOL EXTERMINATING Total:</b>					<b>78.00</b>
<b>Vendor: 1548 - ALLEN, GIBBS &amp; HOULIK, LC</b>					
ALLEN, GIBBS & HOULIK, LC	2023 AUDIT PROGRESS-FINAL	07/18/2024	08/14/2024		6,613.71
<b>Vendor 1548 - ALLEN, GIBBS &amp; HOULIK, LC Total:</b>					<b>6,613.71</b>
<b>Vendor: 0054 - AT&amp;T</b>					
AT&T	INTERNET BACKUP	07/06/2024	07/29/2024		150.00
<b>Vendor 0054 - AT&amp;T Total:</b>					<b>150.00</b>
<b>Vendor: 0127 - BEAR TIRE INC</b>					
BEAR TIRE INC	MOWER MAINTENANCE	07/24/2024	08/14/2024		259.36
BEAR TIRE INC	MOWER MAINTENANCE	07/24/2024	08/14/2024		1.00
BEAR TIRE INC	MOWER MAINTENANCE	07/24/2024	08/14/2024		138.10
<b>Vendor 0127 - BEAR TIRE INC Total:</b>					<b>398.46</b>
<b>Vendor: 0102 - BERRY COMPANIES, INC</b>					
BERRY COMPANIES, INC	MAINTENANCE/REPAIR	06/28/2024	08/14/2024		322.37
BERRY COMPANIES, INC	MAINTENANCE/REPAIR	06/28/2024	08/14/2024		322.37
BERRY COMPANIES, INC	MAINTENANCE/REPAIR	06/28/2024	08/14/2024		322.39
BERRY COMPANIES, INC	MAINTENANCE/REPAIR	06/28/2024	08/14/2024		322.37
<b>Vendor 0102 - BERRY COMPANIES, INC Total:</b>					<b>1,289.50</b>
<b>Vendor: 0232 - BEST SUPPLY CO</b>					
BEST SUPPLY CO	WATER SAMPLE STATION	06/20/2024	08/14/2024		361.93
<b>Vendor 0232 - BEST SUPPLY CO Total:</b>					<b>361.93</b>
<b>Vendor: 2732 - BRIAN W MACKEY</b>					
BRIAN W MACKEY	ERP IMPLEMENTATION	08/01/2024	08/14/2024		375.00
<b>Vendor 2732 - BRIAN W MACKEY Total:</b>					<b>375.00</b>
<b>Vendor: 0436 - CENTRAL KEY &amp; SAFE COMPANY, INC</b>					
CENTRAL KEY & SAFE COMPA...	METER SUPPLIES	07/23/2024	08/14/2024		1,900.00
<b>Vendor 0436 - CENTRAL KEY &amp; SAFE COMPANY, INC Total:</b>					<b>1,900.00</b>
<b>Vendor: T1550 - CHRISTINA SIEDLER</b>					
CHRISTINA SIEDLER	REC PROGRAM REFUND	08/13/2024	08/14/2024		50.00
<b>Vendor T1550 - CHRISTINA SIEDLER Total:</b>					<b>50.00</b>
<b>Vendor: 0028 - CINTAS CORPORATION</b>					
CINTAS CORPORATION	PD MATS/PW UNIFORMS/TO...	07/03/2024	08/14/2024		74.57
CINTAS CORPORATION	PD MATS/PW UNIFORMS/TO...	07/03/2024	08/14/2024		37.54
CINTAS CORPORATION	PD MATS/PW UNIFORMS/TO...	07/03/2024	08/14/2024		145.78
CINTAS CORPORATION	PD MATS/PW UNIFORMS/TO...	07/03/2024	08/14/2024		76.26
CINTAS CORPORATION	PD MATS	07/05/2024	08/14/2024		124.58
CINTAS CORPORATION	PW UNIFORMS	07/11/2024	08/14/2024		74.57
CINTAS CORPORATION	PW UNIFORMS	07/11/2024	08/14/2024		37.54
CINTAS CORPORATION	PW UNIFORMS	07/11/2024	08/14/2024		145.78
CINTAS CORPORATION	PW UNIFORMS	07/11/2024	08/14/2024		76.26
CINTAS CORPORATION	PD MATS	07/12/2024	08/14/2024		103.67
CINTAS CORPORATION	PD MATS	07/19/2024	08/14/2024		124.58
CINTAS CORPORATION	PW UNIFORMS/TOWELS	07/25/2024	08/14/2024		118.03
CINTAS CORPORATION	PW UNIFORMS/TOWELS	07/25/2024	08/14/2024		81.00
CINTAS CORPORATION	PW UNIFORMS/TOWELS	07/25/2024	08/14/2024		189.24
CINTAS CORPORATION	PW UNIFORMS/TOWELS	07/25/2024	08/14/2024		119.72

**AP ORDINANCE**

Vendor Name	Description (Payable)	Post Date	Payment Date	Project Account Key	Amount
CINTAS CORPORATION	PD MATS	07/26/2024	08/14/2024		124.58
CINTAS CORPORATION	PW UNIFORMS	08/09/2024	08/14/2024		74.57
CINTAS CORPORATION	PW UNIFORMS	08/09/2024	08/14/2024		37.54
CINTAS CORPORATION	PW UNIFORMS	08/09/2024	08/14/2024		145.78
CINTAS CORPORATION	PW UNIFORMS	08/09/2024	08/14/2024		76.26
<b>Vendor 0028 - CINTAS CORPORATION Total:</b>					<b>1,987.85</b>
<b>Vendor: 0383 - CITY OF BEL AIRE</b>					
CITY OF BEL AIRE	WATER REBATE CREDIT TO UB...	07/31/2024	08/14/2024		509.65
<b>Vendor 0383 - CITY OF BEL AIRE Total:</b>					<b>509.65</b>
<b>Vendor: 2062 - CORE &amp; MAIN LP</b>					
CORE & MAIN LP	WATER METER SUPPLIES	07/02/2024	08/14/2024		210.00
CORE & MAIN LP	WATER METER SUPPLIES	07/12/2024	08/14/2024		90.00
CORE & MAIN LP	WATER METER SUPPLIES	07/17/2024	08/14/2024		320.00
CORE & MAIN LP	WATER METER SUPPLIES	07/17/2024	08/14/2024		534.00
CORE & MAIN LP	WATER METER SUPPLIES	07/19/2024	08/14/2024		39,945.00
CORE & MAIN LP	WATER METER SUPPLIES	07/19/2024	08/14/2024		4,260.80
CORE & MAIN LP	WATER METER SUPPLIES	07/26/2024	08/14/2024		1,031.25
CORE & MAIN LP	WATER METER SUPPLIES	07/26/2024	08/14/2024		24,292.50
<b>Vendor 2062 - CORE &amp; MAIN LP Total:</b>					<b>70,683.55</b>
<b>Vendor: 0291 - CUMMINS INC</b>					
CUMMINS INC	GENERATOR MAINTENANCE	07/15/2024	08/14/2024		1,417.33
<b>Vendor 0291 - CUMMINS INC Total:</b>					<b>1,417.33</b>
<b>Vendor: 0214 - DIGITAL OFFICE SYSTEMS</b>					
DIGITAL OFFICE SYSTEMS	PD COPIER	07/27/2024	08/14/2024		29.13
<b>Vendor 0214 - DIGITAL OFFICE SYSTEMS Total:</b>					<b>29.13</b>
<b>Vendor: T1505 - DOMINIQUE SHANNON</b>					
DOMINIQUE SHANNON	RESTITUTION	07/23/2024	08/14/2024		40.00
<b>Vendor T1505 - DOMINIQUE SHANNON Total:</b>					<b>40.00</b>
<b>Vendor: 2326 - ECITY TRANSACTIONS, LLC</b>					
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	07/01/2024	08/14/2024		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	07/01/2024	08/14/2024		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	07/01/2024	08/14/2024		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	07/01/2024	08/14/2024		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	07/01/2024	08/14/2024		90.00
<b>Vendor 2326 - ECITY TRANSACTIONS, LLC Total:</b>					<b>450.00</b>
<b>Vendor: 0163 - ENVIRONMENTAL SYSTEMS RESERACH</b>					
ENVIRONMENTAL SYSTEMS R...	GIS SOFTWARE RENEWAL	08/06/2024	08/14/2024		40.00
ENVIRONMENTAL SYSTEMS R...	GIS SOFTWARE RENEWAL	08/06/2024	08/14/2024		40.00
ENVIRONMENTAL SYSTEMS R...	GIS SOFTWARE RENEWAL	08/06/2024	08/14/2024		40.00
<b>Vendor 0163 - ENVIRONMENTAL SYSTEMS RESERACH Total:</b>					<b>120.00</b>
<b>Vendor: 2654 - EXPERT AUTO CENTER</b>					
EXPERT AUTO CENTER	MAINTENANCE/REPAIR	07/18/2024	08/14/2024		58.49
EXPERT AUTO CENTER	MAINTENANCE/REPAIR	07/19/2024	08/14/2024		600.52
EXPERT AUTO CENTER	MAINTENANCE/REPAIR	07/26/2024	08/14/2024		37.61
EXPERT AUTO CENTER	MAINTENANCE/REPAIR	07/26/2024	08/14/2024		37.61
EXPERT AUTO CENTER	MAINTENANCE/REPAIR	07/26/2024	08/14/2024		37.61
EXPERT AUTO CENTER	MAINTENANCE/REPAIR	07/26/2024	08/14/2024		37.61
<b>Vendor 2654 - EXPERT AUTO CENTER Total:</b>					<b>809.45</b>
<b>Vendor: 2686 - FELIX'S LANDSCAPING-IRRIGATION</b>					
FELIX'S LANDSCAPING-IRRIGAT..	IRRIGATION REPAIR	07/25/2024	08/14/2024		1,000.00
FELIX'S LANDSCAPING-IRRIGAT..	IRRIGATION REPAIR	07/30/2024	08/14/2024		440.00
<b>Vendor 2686 - FELIX'S LANDSCAPING-IRRIGATION Total:</b>					<b>1,440.00</b>
<b>Vendor: 2812 - FIRST GRADE EXCAVATING, INC</b>					
FIRST GRADE EXCAVATING, INC	BOBCAT EXCAVATOR MAINTEN...	03/05/2024	08/14/2024		3,100.00
<b>Vendor 2812 - FIRST GRADE EXCAVATING, INC Total:</b>					<b>3,100.00</b>
<b>Vendor: 1437 - FREMAR CORPORATION</b>					
FREMAR CORPORATION	TOP SOIL	07/24/2024	08/14/2024		545.16

AP ORDINANCE

Vendor Name	Description (Payable)	Post Date	Payment Date	Project Account Key	Amount
FREMAR CORPORATION	TOP SOIL	08/05/2024	08/14/2024		599.80
<b>Vendor 1437 - FREMAR CORPORATION Total:</b>					<b>1,144.96</b>

**Vendor: 2695 - FRIESEN & ASSOCIATES INC**

FRIESEN & ASSOCIATES INC	JULY COMMUNICATIONS CO...	08/05/2024	08/14/2024		393.75
FRIESEN & ASSOCIATES INC	JULY COMMUNICATIONS CO...	08/05/2024	08/14/2024		393.75
<b>Vendor 2695 - FRIESEN &amp; ASSOCIATES INC Total:</b>					<b>787.50</b>

**Vendor: 0068 - GALLS, LLC**

GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/02/2024	08/14/2024		87.71
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/08/2024	08/14/2024		29.37
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/08/2024	08/14/2024		119.97
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/08/2024	08/14/2024		79.80
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/08/2024	08/14/2024		29.37
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/08/2024	08/14/2024		145.98
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/11/2024	08/14/2024		79.80
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/15/2024	08/14/2024		156.75
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/15/2024	08/14/2024		79.80
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/17/2024	08/14/2024		54.11
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/22/2024	08/14/2024		105.90
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/22/2024	08/14/2024		175.42
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/22/2024	08/14/2024		159.60
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/26/2024	08/14/2024		79.80
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/29/2024	08/14/2024		5.86
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/29/2024	08/14/2024		171.29
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/29/2024	08/14/2024		71.25
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/29/2024	08/14/2024		71.25
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/30/2024	08/14/2024		87.71
GALLS, LLC	UNIFORM/ACCESSORIES & SU...	07/30/2024	08/14/2024		74.64
<b>Vendor 0068 - GALLS, LLC Total:</b>					<b>1,865.38</b>

**Vendor: 2081 - GARVER**

GARVER	53RD OLIVER-WOODLAWN DE...	07/17/2024	08/14/2024		7,829.36
GARVER	SKYVIEW 2ND ADD PH 2	07/18/2024	08/14/2024		5,637.18
<b>Vendor 2081 - GARVER Total:</b>					<b>13,466.54</b>

**Vendor: T1549 - GEHAD QAKI**

GEHAD QAKI	RENTAL REFUND	08/07/2024	08/14/2024		100.00
<b>Vendor T1549 - GEHAD QAKI Total:</b>					<b>100.00</b>

**Vendor: 0241 - HAWKS INTER-STATE PESTMASTERS**

HAWKS INTER-STATE PESTMA...	HAWKS PEST CONTROL	07/15/2024	08/14/2024		12.34
HAWKS INTER-STATE PESTMA...	HAWKS PEST CONTROL	07/15/2024	08/14/2024		12.34
HAWKS INTER-STATE PESTMA...	HAWKS PEST CONTROL	07/15/2024	08/14/2024		12.34
HAWKS INTER-STATE PESTMA...	HAWKS PEST CONTROL	07/15/2024	08/14/2024		12.34
HAWKS INTER-STATE PESTMA...	HAWKS PEST CONTROL	07/15/2024	08/14/2024		12.34
HAWKS INTER-STATE PESTMA...	HAWKS PEST CONTROL	07/15/2024	08/14/2024		12.34
HAWKS INTER-STATE PESTMA...	HAWKS PEST CONTROL	07/15/2024	08/14/2024		12.34
HAWKS INTER-STATE PESTMA...	HAWKS PEST CONTROL	07/15/2024	08/14/2024		12.34
HAWKS INTER-STATE PESTMA...	HAWKS PEST CONTROL	07/15/2024	08/14/2024		12.34
HAWKS INTER-STATE PESTMA...	HAWKS PEST CONTROL	07/15/2024	08/14/2024		12.34
HAWKS INTER-STATE PESTMA...	HAWKS PEST CONTROL	07/15/2024	08/14/2024		12.34
<b>Vendor 0241 - HAWKS INTER-STATE PESTMASTERS Total:</b>					<b>182.52</b>

**Vendor: 2470 - IDEATEK TELECOM**

IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/01/2024	08/14/2024		39.90
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/01/2024	08/14/2024		19.95
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/01/2024	08/14/2024		19.95
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/01/2024	08/14/2024		59.85
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/01/2024	08/14/2024		39.90
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/01/2024	08/14/2024		19.95
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/01/2024	08/14/2024		39.90
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/01/2024	08/14/2024		179.54
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/01/2024	08/14/2024		31.64
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/01/2024	08/14/2024		109.44
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/01/2024	08/14/2024		27.36





**AP ORDINANCE**

Vendor Name	Description (Payable)	Post Date	Payment Date	Project Account Key	Amount
KANSAS STATE TREASURER	COURT FEES	07/24/2024	08/14/2024		766.22
KANSAS STATE TREASURER	COURT FEES	07/24/2024	08/14/2024		41.50
<b>Vendor 0074 - KANSAS STATE TREASURER Total:</b>					<b>1,500.56</b>
<b>Vendor: 1939 - KIDD'S TOWING &amp; RECOVERY</b>					
KIDD'S TOWING & RECOVERY	TOWING SERVICE	02/26/2024	08/14/2024		195.00
KIDD'S TOWING & RECOVERY	TOWING SERVICE	05/01/2024	08/14/2024		160.00
KIDD'S TOWING & RECOVERY	TOWING SERVICE	05/21/2024	08/14/2024		100.00
<b>Vendor 1939 - KIDD'S TOWING &amp; RECOVERY Total:</b>					<b>455.00</b>
<b>Vendor: T1551 - KRISTA KIDWELL</b>					
KRISTA KIDWELL	POOL LESSON REFUND	08/13/2024	08/14/2024		60.00
<b>Vendor T1551 - KRISTA KIDWELL Total:</b>					<b>60.00</b>
<b>Vendor: 1642 - KS DEPT HEALTH / ENVIRONMENT</b>					
KS DEPT HEALTH / ENVIRONM...	LOAN DEBT SVC PYT	07/18/2024	08/14/2024		20,858.25
KS DEPT HEALTH / ENVIRONM...	LOAN DEBT SVC PYT	07/18/2024	08/14/2024		4,188.98
KS DEPT HEALTH / ENVIRONM...	LOAN DEBT SVC PYT	07/18/2024	08/14/2024		810.02
<b>Vendor 1642 - KS DEPT HEALTH / ENVIRONMENT Total:</b>					<b>25,857.25</b>
<b>Vendor: 1905 - KS DEPT OF ADMINISTRATION</b>					
KS DEPT OF ADMINISTRATION	AUDIT FILLING FEE	07/23/2024	08/14/2024		300.00
<b>Vendor 1905 - KS DEPT OF ADMINISTRATION Total:</b>					<b>300.00</b>
<b>Vendor: 2821 - KS DEPT OF H/E - DIVISION OF ENVIRONMENT</b>					
KS DEPT OF H/E - DIVISION OF...	KS ENV CONFERENCE	07/29/2024	08/14/2024		270.00
<b>Vendor 2821 - KS DEPT OF H/E - DIVISION OF ENVIRONMENT Total:</b>					<b>270.00</b>
<b>Vendor: 0003 - LAFE T WILLIAMS &amp; ASSOCIATES,</b>					
LAFE T WILLIAMS & ASSOCIAT...	JANITORIAL SUPPLIES	07/19/2024	08/14/2024		64.00
LAFE T WILLIAMS & ASSOCIAT...	JANITORIAL SUPPLIES	07/19/2024	08/14/2024		39.90
LAFE T WILLIAMS & ASSOCIAT...	JANITORIAL SUPPLIES	07/30/2024	08/14/2024		87.37
<b>Vendor 0003 - LAFE T WILLIAMS &amp; ASSOCIATES, Total:</b>					<b>191.27</b>
<b>Vendor: 1392 - LAUTZ LAW LLC</b>					
LAUTZ LAW LLC	CRT APPOINTED ATTY SVC	07/22/2024	08/14/2024		225.00
LAUTZ LAW LLC	CRT APPOINTED ATTY SVC	07/22/2024	08/14/2024		225.00
<b>Vendor 1392 - LAUTZ LAW LLC Total:</b>					<b>450.00</b>
<b>Vendor: 1326 - LOGO DEPOT</b>					
LOGO DEPOT	EMPLOYEE RECOGNITION - E...	08/06/2024	08/14/2024		536.48
<b>Vendor 1326 - LOGO DEPOT Total:</b>					<b>536.48</b>
<b>Vendor: 0281 - MURPHY TRACTOR &amp; EQUIPMENT</b>					
MURPHY TRACTOR & EQUIPM...	MAINTENANCE/REPAIR	07/12/2024	08/14/2024		793.56
MURPHY TRACTOR & EQUIPM...	MAINTENANCE/REPAIR	07/12/2024	08/14/2024		793.55
MURPHY TRACTOR & EQUIPM...	MAINTENANCE/REPAIR	07/12/2024	08/14/2024		793.55
<b>Vendor 0281 - MURPHY TRACTOR &amp; EQUIPMENT Total:</b>					<b>2,380.66</b>
<b>Vendor: 1834 - NATIONAL SCREENING BUREAU</b>					
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	08/01/2024	08/14/2024		30.00
<b>Vendor 1834 - NATIONAL SCREENING BUREAU Total:</b>					<b>30.00</b>
<b>Vendor: 0125 - O'REILLY AUTOMOTIVE, INC</b>					
O'REILLY AUTOMOTIVE, INC	MAINTENANCE/REPAIR	07/15/2024	08/14/2024		76.44
O'REILLY AUTOMOTIVE, INC	MAINTENANCE/REPAIR	07/15/2024	08/14/2024		76.46
O'REILLY AUTOMOTIVE, INC	MAINTENANCE/REPAIR	07/15/2024	08/14/2024		76.46
O'REILLY AUTOMOTIVE, INC	MAINTENANCE/REPAIR	07/15/2024	08/14/2024		76.46
O'REILLY AUTOMOTIVE, INC	MAINTENANCE/REPAIR	07/16/2024	08/14/2024		69.96
O'REILLY AUTOMOTIVE, INC	MAINTENANCE/REPAIR	07/26/2024	08/14/2024		32.89
O'REILLY AUTOMOTIVE, INC	MAINTENANCE/REPAIR	07/26/2024	08/14/2024		32.89
O'REILLY AUTOMOTIVE, INC	MAINTENANCE/REPAIR	07/26/2024	08/14/2024		32.89
O'REILLY AUTOMOTIVE, INC	MAINTENANCE/REPAIR	07/26/2024	08/14/2024		32.89
O'REILLY AUTOMOTIVE, INC	MAINTENANCE/REPAIR	08/06/2024	08/14/2024		4.64
O'REILLY AUTOMOTIVE, INC	MAINTENANCE/REPAIR	08/06/2024	08/14/2024		4.65
<b>Vendor 0125 - O'REILLY AUTOMOTIVE, INC Total:</b>					<b>516.63</b>

AP ORDINANCE

Vendor Name	Description (Payable)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor: 2712 - PACE ANALYTICAL SERVICES LLC</b>					
PACE ANALYTICAL SERVICES L...	SW:SUSPENDED SOLIDS TESTI...	07/25/2024	08/14/2024		397.50
PACE ANALYTICAL SERVICES L...	SW:SUSPENDED SOLIDS TESTI...	07/30/2024	08/14/2024		397.50
PACE ANALYTICAL SERVICES L...	SW:SUSPENDED SOLIDS TESTI...	07/31/2024	08/14/2024		397.50
<b>Vendor 2712 - PACE ANALYTICAL SERVICES LLC Total:</b>					<b>1,192.50</b>
<b>Vendor: 2369 - PAYLOCITY CORPORATION</b>					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	07/24/2024	07/26/2024		571.09
<b>Vendor 2369 - PAYLOCITY CORPORATION Total:</b>					<b>571.09</b>
<b>Vendor: 0263 - PITNEY BOWES GLOBAL FINANCIAL</b>					
PITNEY BOWES GLOBAL FINA...	POSTAGE REFILL/INK	07/31/2024	07/31/2024		500.00
<b>Vendor 0263 - PITNEY BOWES GLOBAL FINANCIAL Total:</b>					<b>500.00</b>
<b>Vendor: 0829 - PORTER LEE CORPORATION</b>					
PORTER LEE CORPORATION	SERVER MIGRATION SERVICE	04/25/2024	08/14/2024		675.00
<b>Vendor 0829 - PORTER LEE CORPORATION Total:</b>					<b>675.00</b>
<b>Vendor: 2324 - PROFESSIONAL ENGINEERING CONSU</b>					
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	07/25/2024	08/14/2024		10,000.00
PROFESSIONAL ENGINEERING...	STORMWATER SUPPORT SERV...	07/25/2024	08/14/2024		715.00
<b>Vendor 2324 - PROFESSIONAL ENGINEERING CONSU Total:</b>					<b>10,715.00</b>
<b>Vendor: 0105 - PUBLIC WORKS &amp; UTILITIES</b>					
PUBLIC WORKS & UTILITIES	105,750 GAL: 06/30-07/31/24	08/01/2024	08/14/2024		505.01
<b>Vendor 0105 - PUBLIC WORKS &amp; UTILITIES Total:</b>					<b>505.01</b>
<b>Vendor: 2282 - RICHARD VARGAS</b>					
RICHARD VARGAS	COURT INTERPRETER JULY	08/01/2024	08/14/2024		223.77
<b>Vendor 2282 - RICHARD VARGAS Total:</b>					<b>223.77</b>
<b>Vendor: 0216 - SEDGWICK CO DEPT OF FINANCE</b>					
SEDGWICK CO DEPT OF FINA...	07/24 PRISONER HOUSING FE...	07/31/2024	08/14/2024		2,865.49
<b>Vendor 0216 - SEDGWICK CO DEPT OF FINANCE Total:</b>					<b>2,865.49</b>
<b>Vendor: 2161 - SHANNON COOPER / BLAKE COOPER</b>					
SHANNON COOPER / BLAKE C...	CRT APPOINTED ATTY SVC	07/24/2024	08/14/2024		400.00
<b>Vendor 2161 - SHANNON COOPER / BLAKE COOPER Total:</b>					<b>400.00</b>
<b>Vendor: 2153 - SPORTS ENGINE</b>					
SPORTS ENGINE	BACKGROUND CHECK	08/01/2024	08/14/2024		35.00
<b>Vendor 2153 - SPORTS ENGINE Total:</b>					<b>35.00</b>
<b>Vendor: 1171 - TRAFFIC CONTROL SERVICES, INC.</b>					
TRAFFIC CONTROL SERVICES, ...	VEHICLE MAINTENANCE	07/24/2024	08/14/2024		1,023.96
TRAFFIC CONTROL SERVICES, ...	VEHICLE MAINTENANCE	07/24/2024	08/14/2024		1,024.28
TRAFFIC CONTROL SERVICES, ...	VEHICLE MAINTENANCE	07/24/2024	08/14/2024		1,023.96
<b>Vendor 1171 - TRAFFIC CONTROL SERVICES, INC. Total:</b>					<b>3,072.20</b>
<b>Vendor: 2779 - TRAPPER C SMITH</b>					
TRAPPER C SMITH	YOUTH SPORTS OFFICIAL	08/08/2024	08/14/2024		110.00
TRAPPER C SMITH	YOUTH SPORTS OFFICIAL	08/08/2024	08/14/2024		44.00
<b>Vendor 2779 - TRAPPER C SMITH Total:</b>					<b>154.00</b>
<b>Vendor: 0479 - TREE TOP NURSERY &amp; LANDSCAPE</b>					
TREE TOP NURSERY & LANDS...	CONTRACT MOWING	07/31/2024	08/14/2024		770.36
TREE TOP NURSERY & LANDS...	CONTRACT MOWING	07/31/2024	08/14/2024		364.24
<b>Vendor 0479 - TREE TOP NURSERY &amp; LANDSCAPE Total:</b>					<b>1,134.60</b>
<b>Vendor: 0903 - TRIPLETT,WOOLF, GARRETSON, LLC</b>					
TRIPLETT,WOOLF, GARRETSON..	CCUA	07/24/2024	08/14/2024		572.00
TRIPLETT,WOOLF, GARRETSON..	CCUA	07/24/2024	08/14/2024		572.00
TRIPLETT,WOOLF, GARRETSON..	CITY ATTY MATTERS/NEW A...	07/24/2024	08/14/2024		836.00
TRIPLETT,WOOLF, GARRETSON..	WOODLAWN PROJECT	07/25/2024	08/14/2024		7,890.00
<b>Vendor 0903 - TRIPLETT,WOOLF, GARRETSON, LLC Total:</b>					<b>9,870.00</b>
<b>Vendor: 2788 - TYLER TECHNOLOGIES INC</b>					
TYLER TECHNOLOGIES INC	ERP PRO 10-FINANCIALS	07/17/2024	08/14/2024		5,936.30
TYLER TECHNOLOGIES INC	ERP PRO 10 - CREDIT	07/23/2024	08/14/2024		-4,255.30
TYLER TECHNOLOGIES INC	ERP PRO 10-FINANCIALS	07/24/2024	08/14/2024		4,821.25

**AP ORDINANCE**

Vendor Name	Description (Payable)	Post Date	Payment Date	Project Account Key	Amount
TYLER TECHNOLOGIES INC	ERP PRO 10-FINANCIALS	07/31/2024	08/14/2024		5,653.55
<b>Vendor 2788 - TYLER TECHNOLOGIES INC Total:</b>					<b>12,155.80</b>
<b>Vendor: 0503 - UNDERGROUND VAULTS &amp; STORAGE</b>					
UNDERGROUND VAULTS & ST...	DOCUMENT SHREDDING	08/01/2024	08/14/2024		10.00
<b>Vendor 0503 - UNDERGROUND VAULTS &amp; STORAGE Total:</b>					<b>10.00</b>
<b>Vendor: 2286 - UTILITY MAINTENANCE CONTRACTOR</b>					
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	07/07/2024	08/14/2024		4,335.00
UTILITY MAINTENANCE CONT...	VALVE REPLACEMENT	07/26/2024	08/14/2024		9,850.00
UTILITY MAINTENANCE CONT...	VALVE REPLACEMENT	07/26/2024	08/14/2024		4,950.00
UTILITY MAINTENANCE CONT...	HYDRANT REPAIR	07/26/2024	08/14/2024		9,850.00
UTILITY MAINTENANCE CONT...	HYDRANT REPAIR	07/26/2024	08/14/2024		7,900.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	08/07/2024	08/14/2024		4,335.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	08/07/2024	08/14/2024		1,800.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	08/07/2024	08/14/2024		2,890.00
<b>Vendor 2286 - UTILITY MAINTENANCE CONTRACTOR Total:</b>					<b>45,910.00</b>
<b>Vendor: 1899 - VISION ALLIANCE MARKETING,LLC</b>					
VISION ALLIANCE MARKETING...	COURT SERVICES OFFICER	06/27/2024	08/14/2024		400.00
VISION ALLIANCE MARKETING...	COURT SERVICES OFFICER	07/26/2024	08/14/2024		400.00
<b>Vendor 1899 - VISION ALLIANCE MARKETING,LLC Total:</b>					<b>800.00</b>
<b>Vendor: 2599 - WICHITA WATER CONDITIONING,INC</b>					
WICHITA WATER CONDITIONI...	WATER SERVICE	07/26/2024	08/14/2024		9.58
WICHITA WATER CONDITIONI...	WATER SERVICE	07/26/2024	08/14/2024		9.58
WICHITA WATER CONDITIONI...	WATER SERVICE	07/26/2024	08/14/2024		9.58
WICHITA WATER CONDITIONI...	WATER SERVICE	07/26/2024	08/14/2024		9.58
WICHITA WATER CONDITIONI...	WATER SERVICE	07/26/2024	08/14/2024		9.59
WICHITA WATER CONDITIONI...	WATER SERVICE	07/26/2024	08/14/2024		9.59
WICHITA WATER CONDITIONI...	WATER SERVICE	07/26/2024	08/14/2024		5.22
WICHITA WATER CONDITIONI...	WATER SERVICE	07/26/2024	08/14/2024		5.24
WICHITA WATER CONDITIONI...	WATER SERVICE	07/26/2024	08/14/2024		5.22
WICHITA WATER CONDITIONI...	WATER SERVICE	07/26/2024	08/14/2024		5.22
<b>Vendor 2599 - WICHITA WATER CONDITIONING,INC Total:</b>					<b>78.40</b>
<b>Grand Total:</b>					<b>242,702.35</b>

# Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	52,033.67
200 - Special Street & Highway	1,501.87
310 - Capital Projects	3,877.06
320 - Capital Projects Fund 2	13,466.54
355 - Capital Improvement Reserve	12,155.80
520 - Water Utility	149,671.55
530 - Sewer Utility	6,180.86
550 - Stormwater Utility	3,815.00
<b>Grand Total:</b>	<b>242,702.35</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2062	FSA HEALTH PAYABLE	571.09
100-000-000-2076	COURT REINST FIXED FEE...	75.00
100-000-000-2078	COURT REINST FEE PAY...	473.84
100-000-000-2080	COURT JUDICIAL DOCKET..	110.00
100-000-000-2082	COURT JUDICIAL EDUCAT..	34.00
100-000-000-2084	COURT KLETC FEE PAYAB...	766.22
100-000-000-2090	COURT RESTITUTION PA...	40.00
100-000-000-2092	COURT STATE DUI FEE P...	41.50
100-000-000-4400	RECREATION PROGRAM ...	50.00
100-000-000-4406	RECREATION FAC RENTA...	100.00
100-000-000-4416	CP POOL PROGRAMS/LE...	60.00
100-100-110-7012	COMPUTER SUPPORT SE...	295.55
100-100-110-7024	CONTRACTUAL SERVICES	396.92
100-100-110-7046	COMMUNICATION SERV...	79.80
100-100-110-7900	ACCOUNTING & AUDITI...	6,913.71
100-100-120-7012	COMPUTER SUPPORT SE...	295.55
100-100-120-7024	CONTRACTUAL SERVICES	21.92
100-100-120-7046	COMMUNICATION SERV...	39.90
100-100-130-7012	COMPUTER SUPPORT SE...	295.55
100-100-130-7024	CONTRACTUAL SERVICES	21.92
100-100-130-7032	ENGINEERING SERVICES -..	10,000.00
100-100-130-7046	COMMUNICATION SERV...	39.90
100-100-140-6604	VEHICLE REPAIR/MAINT	1,023.96
100-100-140-7012	COMPUTER SUPPORT SE...	295.55
100-100-140-7024	CONTRACTUAL SERVICES	21.92
100-100-140-7046	COMMUNICATION SERV...	119.70
100-100-150-6048	TRAINING/CONFERENCE...	1,080.84
100-100-150-7804	LEGAL SERVICES	8,726.00
100-100-160-6010	COMMUNITY RELATION...	536.48
100-100-160-7012	COMPUTER SUPPORT S...	295.55
100-100-160-7024	CONTRACTUAL SVCS	21.93
100-100-160-7046	COMMUNICATION SERV...	79.80
100-100-170-6046	TRAINING/CONFERENCES	270.00
100-100-170-6604	VEHICLE REPAIR/MAINT	1,024.28
100-100-170-7012	COMPUTER SUPPORT SE...	295.55
100-100-170-7024	CONTRACTUAL SERVICES	21.93
100-100-170-7046	COMMUNICATION SERV...	39.90
100-120-240-7024	CONTRACTUAL SERVICES	90.00
100-120-240-7026	COURT APPT ATTY/INVE...	850.00
100-120-240-7046	COMMUNICATION SERV...	79.80
100-120-240-7064	INMATE HOUSING FEES	2,865.49
100-120-240-7804	LEGAL SERVICES	1,023.77
100-120-250-6020	IT - COMPUTERS AND E...	29.13
100-120-250-6040	UNIFORMS/CLOTHING	1,865.38
100-120-250-6604	VEHICLE REPAIR/MAINT	1,114.01

**Account Summary**

Account Number	Account Name	Payment Amount
100-120-250-7024	CONTRACTUAL SERVICES	1,162.41
100-120-250-7046	COMMUNICATION SERV...	359.08
100-130-330-7046	COMMUNICATION SERV...	63.28
100-130-350-6006	IRRIGATION MAINT/REP...	1,440.00
100-130-350-6034	CLEANING SUPPLIES	191.27
100-130-350-7012	COMPUTER SUPPORT SE...	552.50
100-130-350-7024	CONTRACTUAL SERVICES	208.76
100-130-350-7036	INSTRUCTORS	154.00
100-130-350-7046	COMMUNICATION SERV...	218.88
100-130-360-7046	COMMUNICATION SERV...	54.72
100-140-440-7022	MOWING SERVICES	770.36
100-150-510-6040	UNIFORMS/CLOTHING	341.74
100-150-510-6100	CONSTRUCTION MATER...	32.89
100-150-510-6602	VEH/EQUIP REPAIRS & ...	398.46
100-150-510-6604	VEHICLE REPAIR/MAINT	506.38
100-150-510-7024	CONTRACTUAL SERVICES	24.72
100-150-510-7046	COMMUNICATION SERV...	47.38
100-160-610-7012	COMPUTER SUPPORT SE...	295.55
100-160-610-7024	CONTRACTUAL SERVICES	12.38
100-160-610-7046	COMMUNICATION SERV...	99.74
100-160-620-6604	VEHICLE REPAIR/MAINT	1,023.96
100-160-620-7012	COMPUTER SUPPORT SE...	295.55
100-160-620-7016	SOFTWARE/HARDWARE...	40.00
100-160-620-7024	CONTRACTUAL SERVICES	132.34
100-160-620-7046	COMMUNICATION SERV...	99.74
100-190-910-6026	POSTAGE	500.00
100-190-910-7022	MOWING SERVICES	364.24
100-190-910-7046	COMMUNICATION SERV...	150.00
200-210-200-6040	UNIFORMS/CLOTHING	193.62
200-210-200-6100	CONSTRUCTION MATER...	32.89
200-210-200-6604	VEHICLE REPAIR/MAINT	1,230.00
200-210-200-7024	CONTRACTUAL SERVICES	16.94
200-210-200-7046	COMMUNICATION SERV...	28.42
310-310-021-8700	DEBT SERVICE PRINCIPAL	3,794.03
310-310-021-8782	DEBT SERVICE INTEREST	83.03
320-320-094-8706	53RD STREET RECONST...	7,829.36
320-320-095-8650	SKYVIEW 2ND PH2: PAV...	5,637.18
355-355-355-7024	CONTRACTUAL SERVICES	12,155.80
520-210-520-6040	UNIFORMS/CLOTHING	626.58
520-210-520-6100	CONSTRUCTION MATER...	32.89
520-210-520-6500	WATER SYSTEM SUPPLIES	72,945.48
520-210-520-6604	VEHICLE REPAIR/MAINT	1,234.65
520-210-520-6802	WATER SYSTEM MAINT/...	47,054.96
520-210-520-7016	SOFTWARE/HARDWARE...	40.00
520-210-520-7024	CONTRACTUAL SERVICES	307.62
520-210-520-7046	COMMUNICATION SERV...	96.72
520-210-520-7058	WATER PURCHASED	509.65
520-210-520-7804	LEGAL SERVICES	965.75
520-210-520-8700	DEBT SERVICE PRINCIPAL	20,858.25
520-210-520-8702	DEBT SERVICE INTEREST	4,188.98
520-210-520-8704	DEBT SERVICE FISCAL FE...	810.02
530-210-530-6040	UNIFORMS/CLOTHING	348.50
530-210-530-6100	CONSTRUCTION MATER...	32.89
530-210-530-6604	VEHICLE REPAIR/MAINT	1,234.64
530-210-530-6806	LIFT STATION OPERATIO...	1,417.33
530-210-530-7016	SOFTWARE/HARDWARE...	40.00
530-210-530-7024	CONTRACTUAL SERVICES	1,500.12
530-210-530-7046	COMMUNICATION SERV...	136.62

**Account Summary**

Account Number	Account Name	Payment Amount
530-210-530-7056	SEWER TREATMENT PU...	505.01
530-210-530-7804	LEGAL SERVICES	965.75
550-550-550-7024	CONTRACTUAL SERVICES	<u>3,815.00</u>
	<b>Grand Total:</b>	<b>242,702.35</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	<u>242,702.35</u>
<b>Grand Total:</b>	<b>242,702.35</b>

**NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING**

The governing body of  
**City of Bel Aire**  
will meet on 09/03/2024 at 7:00 PM at City Hall for the purpose of hearing and  
answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate.  
Detailed budget information is available at City Hall; www.belaireks.gov and will be available at this hearing.

**BUDGET SUMMARY**

Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget.  
Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2023		Current Year Estimate for 2024		Proposed Budget for 2025		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	8,644,015	43.000	9,004,569	43.000	12,062,343	4,784,738	42.438
Debt Service							
Library							
Special Highway	354,627		1,487,259		1,562,906		
Water Utility	4,028,000		4,356,812		5,074,033		
Sewer Utility	3,312,096		4,710,823		4,359,553		
Bond & Interest	3,212,922		3,736,830		4,382,500		
Storm water Utility	12,744		106,491		475,497		
Solid Waste Utility	635,257		835,000		796,021		
Land Bank	25,846		5,000		40,000		
Non-Budgeted Funds-A	17,035,079						
Non-Budgeted Funds-B							
<b>Totals</b>	<b>37,260,586</b>	<b>43.000</b>	<b>24,242,784</b>	<b>43.000</b>	<b>28,752,853</b>	<b>4,784,738</b>	<b>42.438</b>
<i>Revenue Neutral Rate**</i>							<i>38.764</i>
Less: Transfers	4,808,747		6,365,204		4,331,646		
Net Expenditure	32,451,839		17,877,580		24,421,207		
Total Tax Levied Assessed Valuation	4,370,478		4,370,478		xxxxxxxxxxxxxxxxxxxx		
Outstanding Indebtedness, January 1,	2022		2023		2024		
G.O. Bonds	31,495,000		32,625,000		38,050,000		
Revenue Bonds	15,925,000		14,755,000		14,755,000		
Other	18,964,597		25,079,631		26,754,631		
Lease Purchase Principal	0		0		0		
Total	66,384,597		72,459,631		79,559,631		

\*Tax rates are expressed in mills  
\*\* Revenue Neutral Rate as defined by KSA 79-2988

**Jim Benage**  
Official Title: Mayor

# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the sixteenth day of August in the year Two Thousand Twenty-Four  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect’s client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Bel Aire  
7651 E Central Park Avenue  
Bel Aire, KS 67226

and the Architect:  
*(Name, legal status, address and other information)*

Schaefer Architecture, Inc.  
257 N Broadway  
Wichita, KS 67202

for the following Project:  
*(Name, location and detailed description)*

City of Bel Aire Utilities and Public Works Facility  
Administration, Vehicle Maintenance and Equipment Storage Buildings  
Lot 6, Block B, Sunflower Commerce Park Addition  
Bel Aire, Kansas 67226  
Architect’s Project No.: 5554.00

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project: (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

2,250-square-feet of offices, locker rooms and supporting spaces; 9,100-square-feet of vehicle maintenance with 2,270-square-feet of storage mezzanine; 9,000-square-feet of indoor water and sewer infrastructure and equipment storage; and 2,000-square-feet of covered outdoor storage.

§ 1.1.2 The Project's physical characteristics: (Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Construct a new 2,250-square-foot Public Works administration building combined with a 9,100-square-foot vehicle maintenance facility with a 2,270-square-foot mezzanine and a separate 9,000-square-foot indoor water and sewer infrastructure and equipment storage facility with a 2,000-square-foot covered outdoor storage area.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

Approximately \$7,000,000

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§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Design to be completed to facilitate use of grant funds, which must be spent by June 2025.

- .2 Construction commencement date:

Construction/procurement to be started to facilitate use of grant funds, which must be spent by June 2025.

- .3 Substantial Completion date or dates:

To be determined

- .4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)*

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Kirk Jurgensen, Owner’s Representative  
Professional Engineering Consultants, P.A. (PEC)  
303 S Topeka  
Wichita, KS 67202

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

- .1 Geotechnical Engineer:

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To be determined

**.2 Civil Engineer:**

To be retained by Architect.

**.3 Other, if any:**

*(List any other consultants and contractors retained by the Owner.)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Matt Hamm, AIA, NCARB  
Vice President  
Schaefer Architecture, Inc.  
257 N Broadway  
Wichita, KS 67202

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

Dudley Williams & Associates, PA (DWA)  
230 S Laura Street, #200  
Wichita, KS 67211

**.2 Mechanical Engineer:**

Midwest Engineering, Inc. (MEi)  
1210 E 1<sup>st</sup> Street N  
Wichita, KS 67214

**.3 Electrical Engineer:**

Integrated Consulting Engineers (ICE)  
349 S Hydraulic Avenue  
Wichita, KS 67211

**.4 Civil Engineer:**

Baughman Company  
315 S Ellis Street  
Wichita, KS 67211

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**.5 Land Surveyor:**

Baughman Company  
315 S Ellis Street  
Wichita, KS 67211

**.6 Landscape Designer:**

Baughman Company  
315 S Ellis Street  
Wichita, KS 67211

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

To be determined

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1**

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than One Million (\$1,000,000) for each occurrence and Two Million (\$2,000,000) in the general aggregate for bodily injury and property damage.

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§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$1,000,000) per accident (combined single limit) for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand (\$100,000) each accident, Five Hundred Thousand (\$500,000) each employee, and Five Hundred Thousand (\$500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$1,000,000) per claim and Two Million (\$2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

**§ 3.3 Design Development Phase Services**

§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids ; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3

§ 3.5.3.1

§ 3.5.3.2

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§ 3.5.3.3

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement. Modifications to the General Conditions to the Contract for Construction (A201-2017) will not change or increase the Architect’s services under this agreement unless the Owner and Architect amend this agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are identified as in the Architect’s Basic Service, a Supplemental Service, Provided by Owner or Not Provided. The Architect may provide the listed Supplemental Services if designated by the Owner as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if Not Provided is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.0 Community Engagement & Public Meetings	Not Provided

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<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect (In Basic Services)
§ 4.1.1.2 Multiple preliminary designs	Architect (In Basic Services)
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Architect (Supplemental Services)
§ 4.1.1.5 Site evaluation and planning	Owner
§ 4.1.1.6 Building Information Model management responsibilities	Architect (In Basic Services)
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect (In Basic Services)
§ 4.1.1.9 Landscape design	Architect (In Basic Services)
§ 4.1.1.10 Architectural interior design	Architect (In Basic Services)
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect (In Basic Services)
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Architect (In Basic Services)
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect (In Basic Services)
§ 4.1.1.21 Telecommunications/data design	Architect (In Basic Services)
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect (In Basic Services)
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect (Supplemental Services)
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Owner
§ 4.1.1.31 Building Signage	Architect (Supplemental Services)
§ 4.1.1.32 Graphic Design	Architect (Reimbursable by Owner)
§ 4.1.1.33 Food Service Design	Architect (Reimbursable by Owner)
§ 4.1.1.34 AV and Acoustic Design Consultant	Architect (Reimbursable by Owner)
§ 4.1.1.35 Theatrical Services Consultant	Architect (Reimbursable by Owner)

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**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect’s Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .9 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall

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give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

- .1 Reviewing a Contractor’s submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Bi-weekly site visits to the site appropriate to the stages of the work by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services unless agreed to otherwise with Owner.

**ARTICLE 5 OWNER’S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner’s objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner’s budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other

improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner’s responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

**ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified or separate contract with Owner coordinated by the Architect and shall include contractors’ general conditions costs, overhead and profit and the value of any in-kind contributions of labor or materials designed and incorporated into the Work. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner’s budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner’s budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect’s judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor’s methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner’s budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner’s budget. The Architect’s estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect’s responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner’s budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project’s size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner’s budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect’s services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.

**ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 The Architect’s Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

**ARTICLE 8 CLAIMS AND DISPUTES**

**§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 Mediation**

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days



from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

[ X ] Litigation in a court of competent jurisdiction – Sedgwick County

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration [Not Used]

§ 8.3.1

§ 8.3.1.1

§ 8.3.2

§ 8.3.3

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1

§ 8.3.4.2

§ 8.3.4.3

§ 8.4

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project after funding has been acquired, for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or its responsibilities without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. The Owner may not assign this Agreement, or its responsibilities arising under this Agreement, without prior written consent of the Architect.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute

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all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)
  
- .2 Percentage Basis  
(Insert percentage value)

Six and one-half percent (6.5)% as calculated in accordance with Section 11.6 for \$5M to \$7.99M range of Cost of Work.

If at the completion of program and schematic design verification the preliminary floor plan and site plan have minimal changes, we will reduce our design fee 0.5% (i.e., 6.5% fee reduces to 6%).

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In addition to the percentage basis for the Cost of Work, the Owner shall pay the Architect the following services:

Survey:	\$ 7,000.00
Civil Engineering:	\$43,000.00
Landscape Design:	\$ 5,500.00

**.3 Other**  
(Describe the method of compensation)

**§ 11.2** For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At a mutually agreed-on amount.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

At a mutually agreed-on amount.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty-five percent (25%), or as follows:  
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Bidding Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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User Notes:

See Exhibit "A"

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, and standard form documents;
- .3 Postage, handling, and delivery;
- .4 Renderings, physical models, mock-ups, BIM models, professional photography, and presentation materials requested by the Owner or required for the Project;
- .5 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .6 All taxes levied on professional services and on reimbursable expenses;
- .7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .8 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10%) of the expenses incurred.

**§ 11.9 Architect’s Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

**§ 11.10.1.2**

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

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§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:


- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
  - .2 (Insert the date of the E203-2013 incorporated into this agreement.)
  - .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)
    - [ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)
    - [ X ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- Exhibit "A" Hourly Rates
- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

**CITY OF BEL AIRE**

**SCHAEFER ARCHITECTURE, INC.**

\_\_\_\_\_  
**OWNER** (Signature)  
 NAME  
 TITLE  
 \_\_\_\_\_  
 (Printed name and title)

  
 \_\_\_\_\_  
**ARCHITECT** (Signature)  
 Matt Hamm, AIA, NCARB  
 Vice President  
 \_\_\_\_\_  
 (Printed name, title, and license number, if required)

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**HOURLY RATE SCHEDULE - 2024**

Principal In Charge	\$165.00
Project Manager	\$150.00
Project Architect	\$125.00
Architect	\$110.00
Interior Designer	\$100.00
Architectural Designer	\$ 95.00
Architectural Illustrator	\$ 85.00
Clerical	\$ 55.00





Dudley Williams and Associates, P.A.  
230 Laura, Suite 200  
Wichita, Kansas

CURRENT HOURLY RATES		JANUARY 2024
Principal Engineer	-	\$ 170.00 per hour
Senior Structural Engineer	-	\$ 140.00 per hour
Structural Engineer	-	\$ 110.00 per hour
Intern Engineer	-	\$ 80.00 per hour
Drafting Technician	-	\$ 75.00 per hour
Clerical	-	\$ 70.00 per hour





15 August 2024

To: Justin Graham, AIA  
Schaefer Architecture  
257 N. Broadway  
Wichita, KS 67202

From: Bradley L. Ward, PE

Reference: Bel Aire Public Works  
Hourly Rates

To whom it concerns, Midwest Engineering's standard hourly billing rates are as follows:

- Design Principal: \$140.00/Hour
- Engineer \$120.00/Hour
- Design Technician \$80.00/Hour
- Clerical \$40.00/Hour



# INTEGRATED CONSULTING ENGINEERS

## Hourly Rate Schedule

- Principal \$145.00/Hour
- Associate Principal \$135.00/Hour
- Project Engineer II \$115.00/Hour
- Project Engineer I \$95.00/Hour
- Design Engineer II \$85.00/Hour
- Design Engineer I \$75.00/Hour
- Senior Design Tech II \$100.00/Hour
- Senior Design Tech I \$90.00/Hour
- Design Tech \$80.00/Hour
- Drafter \$65.00/Hour
- Clerical \$50.00/Hour

Reimbursables will be billed at ICE's cost plus 10%.

Reimbursables include:

- Reproduction, postage, and handling of drawings, specifications, and other documents.
- Mailing and courier costs for transmitting drawings, specifications, and other job information.
- Vehicle or other expenses for out-of-town travel and per diem expenses.



Billing Rates  
January 22, 2024

Employee Type	Billing Rate
Administration	\$ 90.00
Department Head	\$ 180.00
Design Draftsman	\$ 110.00
Draftsman	\$ 100.00
Engineer	\$ 140.00
Field Technician	\$ 80.00
Inspector	\$ 115.00
Intern Engineer	\$ 100.00
LA Technician	\$ 110.00
Landscape Architect	\$ 140.00
Office Surveyor	\$ 130.00
Party Chief	\$ 120.00
Planner	\$ 130.00
Principal	\$ 220.00
Project Manager	\$ 180.00
Senior Engineer	\$ 160.00
Senior Field Technician	\$ 100.00
Senior Planner	\$ 150.00
Staking Crew	\$ 180.00
Survey Crew	\$ 180.00



City of Bel Aire, Kansas

**STAFF REPORT**



DATE: August 12, 2024

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Chapel Landing 5<sup>th</sup> Water/Sewer Bids

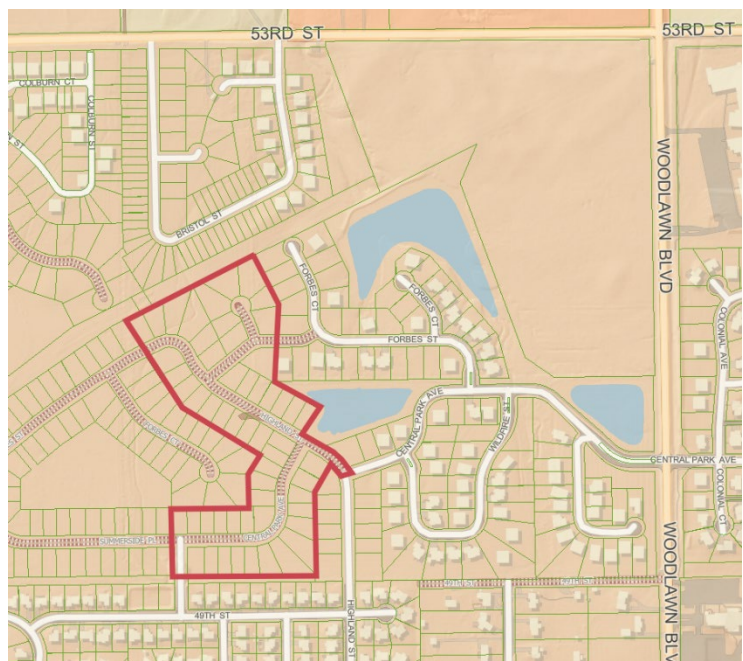
**BACKGROUND:**

The Developer of Chapel Landing 5th is ready to move forward with the construction of the Water and Sanitary Sewer Improvements to support the subdivision.

**DISCUSSION:**

Garver worked with the Developer to design the water and sanitary sewer improvements for Chapel Landing 5th. Bids were accepted on July 30<sup>th</sup> for the project. Four contractors responded to the solicitation.

	Engineer's Estimate	Dondlinger	Mies	Nowak	Wildcat
Water	\$270,180.00	\$250,433.00	\$268,256.00	\$251,702.50	\$296,349.70
Sewer	\$340,811.50	\$433,624.90	\$416,515.90	\$483,876.90	\$576,963.10
Total	\$610,991.50	\$684,057.90	\$684,771.90	\$735,579.40	\$873,312.80



FINANCIAL CONSIDERATIONS: The water project fell within the initial petition amount, but the sanitary sewer project was over the original petition. A revised petition and resolution is being presented prior to the acceptance of bids. The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots.

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

RECOMMENDATION: Staff recommends that the City Council accept the bid from Dondlinger Construction in the amount of \$684,057.90.

Chapel Landing 5th Phase 1 Water Distribution System and Sanitary Sewer Extension  
 Bel Aire, Kansas - Bid Tabulations  
 7/29/2024

Low Bid

Item	Quantity	Unit	Engineer's Estimate		Mies Construction		Nowak Construction		Wildcat Construction		Dondlinger	
			Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
<b>Group A – Water Distribution System</b>												
8" PVC Pipe	3007	LF	\$55.00	\$165,385.00	\$55.00	\$165,385.00	\$50.00	\$150,350.00	\$54.10	\$162,678.70	\$48.00	\$144,336.00
8" DI CL Pipe	63	LF	\$150.00	\$9,450.00	\$125.00	\$7,875.00	\$97.50	\$6,142.50	\$147.00	\$9,261.00	\$170.00	\$10,710.00
Gate Valve Assembly, 8" MJ	10	EA	\$1,750.00	\$17,500.00	\$3,000.00	\$30,000.00	\$2,400.00	\$24,000.00	\$3,000.00	\$30,000.00	\$2,400.00	\$24,000.00
Blowoff Assembly, 2"	2	EA	\$1,500.00	\$3,000.00	\$1,850.00	\$3,700.00	\$2,650.00	\$5,300.00	\$1,950.00	\$3,900.00	\$1,700.00	\$3,400.00
Fire Hydrant Assembly	5	EA	\$8,000.00	\$40,000.00	\$8,660.00	\$43,300.00	\$6,800.00	\$34,000.00	\$8,450.00	\$42,250.00	\$6,700.00	\$33,500.00
Sand Backfill Jet & Vibrate	200	LF	\$20.00	\$4,000.00	\$13.00	\$2,600.00	\$25.00	\$5,000.00	\$31.30	\$6,260.00	\$24.00	\$4,800.00
Concrete Cradle	10	LF	\$50.00	\$500.00	\$67.00	\$670.00	\$190.00	\$1,900.00	\$163.00	\$1,630.00	\$121.00	\$1,210.00
Concrete Encasement	40	LF	\$200.00	\$8,000.00	\$240.00	\$9,600.00	\$190.00	\$7,600.00	\$164.00	\$6,560.00	\$135.00	\$5,400.00
Connect to Exist. Water Main	2	LS	\$1,500.00	\$3,000.00	\$950.00	\$1,900.00	\$555.00	\$1,110.00	\$1,035.00	\$2,070.00	\$2,300.00	\$4,600.00
Site Clearing	1	LS	\$11,845.00	\$11,845.00	\$350.00	\$350.00	\$9,150.00	\$9,150.00	\$12,685.00	\$12,685.00	\$10,000.00	\$10,000.00
Site Restoration	1	LS	\$2,000.00	\$2,000.00	\$350.00	\$350.00	\$100.00	\$100.00	\$2,889.00	\$2,889.00	\$2,500.00	\$2,500.00
Contractor Provided Testing	1	LS	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$5,050.00	\$5,050.00	\$14,289.00	\$14,289.00	\$4,100.00	\$4,100.00
Temporary Seeding	1	LS	\$1,500.00	\$1,500.00	\$25.00	\$25.00	\$1,900.00	\$1,900.00	\$1,876.00	\$1,876.00	\$1,876.00	\$1,876.00
Maintain Existing BMP's	1	LS	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$100.00	\$100.00	\$1.00	\$1.00	\$1.00	\$1.00
			<b>Group A Subtotal</b>			<b>\$270,180.00</b>		<b>\$268,256.00</b>		<b>\$251,702.50</b>		<b>\$296,349.70</b>
												<b>\$250,433.00</b>
<b>Group B – Sanitary Sewer Extension</b>												
8" PVC Pipe	3788	LF	\$42.50	\$160,990.00	\$56.00	\$212,128.00	\$58.25	\$220,651.00	\$84.90	\$321,601.20	\$56.00	\$212,128.00
Connect to Exist MH Core & Drill	1	EA	\$1,250.00	\$1,250.00	\$1,550.00	\$1,550.00	\$2,800.00	\$2,800.00	\$1,600.00	\$1,600.00	\$2,700.00	\$2,700.00
MH, Standard (4' Dia)	15	EA	\$4,500.00	\$67,500.00	\$5,400.00	\$81,000.00	\$5,650.00	\$84,750.00	\$5,829.00	\$87,435.00	\$4,700.00	\$70,500.00
Riser Pipe Assembly (4"), MH Stub	2	EA	\$900.00	\$1,800.00	\$825.00	\$1,650.00	\$1,800.00	\$3,600.00	\$1,370.00	\$2,740.00	\$800.00	\$1,600.00
Riser Pipe Assembly (4")	56	EA	\$1,250.00	\$70,000.00	\$1,370.00	\$76,720.00	\$2,050.00	\$114,800.00	\$1,539.00	\$86,184.00	\$1,800.00	\$100,800.00
Riser Pipe Ass'y - Existing Sewer	2	EA	\$1,500.00	\$3,000.00	\$3,750.00	\$7,500.00	\$2,500.00	\$5,000.00	\$1,600.00	\$3,200.00	\$3,100.00	\$6,200.00
Connect to Exist. MH Stub	1	EA	\$500.00	\$500.00	\$550.00	\$550.00	\$3,600.00	\$3,600.00	\$1,000.00	\$1,000.00	\$1,400.00	\$1,400.00
Flowable Fill	77	LF	\$75.00	\$5,775.00	\$162.00	\$12,474.00	\$155.00	\$11,935.00	\$274.00	\$21,098.00	\$90.00	\$6,930.00
Site Clearing	1	LS	\$10,750.00	\$10,750.00	\$3,500.00	\$3,500.00	\$20,200.00	\$20,200.00	\$19,619.00	\$19,619.00	\$13,000.00	\$13,000.00
Site Restoration	1	LS	\$5,000.00	\$5,000.00	\$350.00	\$350.00	\$100.00	\$100.00	\$13,188.00	\$13,188.00	\$2,000.00	\$2,000.00
Contractor Provided Testing	1	LS	\$4,000.00	\$4,000.00	\$12,360.00	\$12,360.00	\$7,050.00	\$7,050.00	\$10,231.00	\$10,231.00	\$7,000.00	\$7,000.00
Seeding	1	LS	\$1,500.00	\$1,500.00	\$25.00	\$25.00	\$2,400.00	\$2,400.00	\$2,308.00	\$2,308.00	\$2,308.00	\$2,308.00
BMP, Construction Entrance	1	EA	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$905.00	\$905.00	\$800.00	\$800.00	\$1,100.00	\$1,100.00
BMP, Silt Fence	2831	LF	\$1.50	\$4,246.50	\$1.90	\$5,378.90	\$1.90	\$5,378.90	\$1.90	\$5,378.90	\$1.90	\$5,378.90
BMP, Drop Inlet Protection	3	EA	\$500.00	\$1,500.00	\$120.00	\$360.00	\$135.00	\$405.00	\$120.00	\$360.00	\$120.00	\$360.00
BMP, Curb Inlet Protection	4	EA	\$500.00	\$2,000.00	\$55.00	\$220.00	\$75.50	\$302.00	\$55.00	\$220.00	\$55.00	\$220.00
			<b>Group B Subtotal</b>			<b>\$340,811.50</b>		<b>\$416,515.90</b>		<b>\$483,876.90</b>		<b>\$576,963.10</b>
												<b>\$433,624.90</b>
			<b>Project Total</b>			<b>\$610,991.50</b>		<b>\$684,771.90</b>		<b>\$735,579.40</b>		<b>\$873,312.80</b>
												<b>\$684,057.90</b>

The water was within the final engineer's estimate but the sanitary sewer was not.  
 The developer will repetition the sanitary sewer project to move forward.

City of Bel Aire, Kansas



**STAFF REPORT**

DATE: August 13, 2024

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 2024 Pavement Marking Project

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**BACKGROUND:**

As part of the 2024 Pavement Maintenance Plan, the City requested bids for restriping several roadways throughout Bel Aire.

**DISCUSSION:**

Many of the pavement markings on the City’s arterial roadways are fading and not easily visible during the daytime or at night. As part of the 2024 Pavement Maintenance Plan, City staff worked with PEC to develop plans and solicit pricing from contractors. Plans were sent to 3 contractors with a fourth finding the plans on PEC’s website. One bid was received at the Bid Letting on August 13<sup>th</sup>.

	Engineer’s Estimate	Cillessen
Total	\$156,459.60	\$84,561.30

Due to Cillessen’s current workload, they have requested the late start option of April, 2025, with a completion date of May, 2025.

**FINANCIAL CONSIDERATIONS:** The funds for this project will come out of the City’s Street Maintenance Fund.

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

**RECOMMENDATION:** Staff recommends that the City Council accept the bid from Cillessen & Sons in the amount of \$84,561.30.

OWNER: CITY OF BEL AIRE  
 PROJECT: 2024 PAVEMENT MARKING IMPROVEMEN  
 PEC PROJECT NO: 31-237363-004-2564  
 Bid Date/Time: AUGUST 13, 2024 10:00AM

# BID TABULATION



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		Cillessen & Sons, Inc.	
				UNIT PRICE	COST	UNIT PRICE	COST
<b>BASE BID</b>							
1	MOBILIZATION	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 8,400.00	\$ 8,400.00
2	TRAFFIC CONTROL	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00
3	PAVEMENT MARKING (WHITE) (4")	51,865	LF	\$ 0.50	\$ 25,932.50	\$ 0.46	\$ 23,857.90
4	PAVEMENT MARKING (WHITE) (6")	859	LF	\$ 0.50	\$ 429.50	\$ 0.72	\$ 618.48
5	PAVEMENT MARKING (YELLOW) (4")	19,754	LF	\$ 0.50	\$ 9,877.00	\$ 0.46	\$ 9,086.84
6	PAVEMENT MARKING (YELLOW) (12")	212	LF	\$ 5.00	\$ 1,060.00	\$ 10.00	\$ 2,120.00
7	PAVEMENT MARKING (INTERSECTION GRADE) (WHITE) (24")	168	LF	\$ 20.00	\$ 3,360.00	\$ 20.00	\$ 3,360.00
8	PAVEMENT MARKING (INTERSECTION GRADE) (LEFT ARROW)	9	EA	\$ 400.00	\$ 3,600.00	\$ 275.00	\$ 2,475.00
9	PAVEMENT MARKING (INTERSECTION GRADE) (STOP)	1	EA	\$ 600.00	\$ 600.00	\$ 350.00	\$ 350.00
10	PAVEMENT MARKING (INTERSECTION GRADE) (AHEAD)	1	EA	\$ 600.00	\$ 600.00	\$ 350.00	\$ 350.00
11	PAVEMENT MARKING REMOVAL	72,858	LF	\$ 0.70	\$ 51,000.60	\$ 0.26	\$ 18,943.08
<b>BASE BID TOTAL</b>				<b>\$ 156,459.60</b>		<b>\$ 84,561.30</b>	

Schedule Option	N/A	B
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BID BOND	N/A	Y
ADDENDUM NO. 1	N/A	Y
ADDENDUM NO. 2	N/A	Y



City of Bel Aire, Kansas

# STAFF REPORT



DATE: August 14, 2024

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Bristol Hollows Sanitary Sewer Services

---

**BACKGROUND:**

The sanitary sewer line to serve Bristol Hollows Phase 1 was installed in late 2020. The sanitary sewer services to Lot 1, Block A were inadvertently left off of the plans and hence not installed. This oversight was not noticed until the Developer went to connect the sewer services from the home.

**DISCUSSION:**

Phase 1 of the Sanitary Sewer Improvements to Bristol Hollows included a 10” Sanitary Sewer Line along 53<sup>rd</sup> Street that extended to the west side of the development. This sewer line was intended to serve the developments further west along 53<sup>rd</sup> and all of the lots abutting 53<sup>rd</sup> Street in the Bristol Hollows subdivision. The sanitary sewer risers serving Lot 1, Block A, while shown on the front page of the plans, were inadvertently left off of the sanitary sewer service table and the detailed plan sheets providing location and elevation information. This omission was not discovered until the Developer went to connect the service lines from the house to the risers on the sewer main. The video tapes from the sewer inspection were double checked and indeed, no risers were installed to service this building.

The Developer reached out to both Kaw Valley Engineering (Phase 1 Design Engineer) and Garver (Phase 2 Design Engineer). Kaw Valley declined to assist with getting these services installed. An initial attempt was made to simply install the sewer services on the sewer line along 53<sup>rd</sup> Street, but costs were exorbitant due to the depth of the line and the proximity to both the foundation of the structure as well as a power pole. The City and Garver met on-site and it was determined that we might be able to extend a sewer line from the existing manhole in the southeast corner of Lot 2, Block A to serve Lot 1, Block A. After some double checking, this proved to be feasible.

Garver reached out to five contractors to get quotes for the revised project. Three responded. Their prices are presented below.

	Utility Solutions	Mies	McCullough
Total	\$10,753.20	\$53,235.00	\$20,528.00

Both Mies and McCullough have worked with the City on numerous water and sanitary sewer projects. Utility Solutions is a new company to the City, but has performed a number of sanitary sewer services installations for the Developer in both Bel Aire and on various projects in Wichita. Garver is checking references and ensuring that they have the equipment to safely install this sanitary sewer line in accordance with our specifications.



**FINANCIAL CONSIDERATIONS:** The funds for this project will come out of the project Temp Note.

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

**RECOMENDATION:** Both Mies and McCullough have worked with the City on numerous water and sanitary sewer projects. Utility Solutions is a new company to the City, but has performed a number of sanitary sewer services installations for the Developer in both Bel Aire and on various projects in Wichita. Garver is checking references and ensuring that they have the equipment to safely install this sanitary sewer line in accordance with our specifications.

Assuming that the references for Utility Solutions check out, staff recommends that the City Council accept the bid from Utility Solutions in the amount of \$10,753.20.



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

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

McX Job Number: #24152

August 14, 2024

To: City of Bel Aire, KS  
Ken Lee – Garver Engineering  
Anne Stephens – City of Bel Aire

**Bristol Hollows Sewer Extension Project  
Bel Aire, KS**

McCullough Excavation is pleased to bid on the Bristol Hollows Sewer Extension Project in Bel Aire, KS. We propose to furnish the necessary labor, material, and equipment to construct the New Sanitary Sewer Extension & Service Line per the Plans by Garver Engineering, for the following items.

**Sanitary Sewer Extension**

We propose to Install:

- |     |    |  |
|-----|----|--|
| 100 | LF | 8” SDR35 PVC                           |
| 1   | EA | 8” Cleanout Riser                      |
| 2   | EA | Single Wye Risers                      |
| 1   | EA | 8” Core into Existing Manhole – by WCC |

**Total Project Bid Amount: \$20,528.00**



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

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

**Inclusions:**

- Haul off Construction Spoils – MCX Only
- Mobilization

**Exclusions:**

- Bond Fees
- Pavement Removal/Replacement
- Groundwater Dewatering
- Compaction Testing
- Lawn Sprinkler Repairs
- Turf Restoration
- Tree Removal/Replacement
- Sales Tax

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

Sincerely,  
MCCULLOUGH EXCAVATION, INC.

Matthew Dietz  
Estimator/Project Manager



1919 SW BLVD. WICHITA, KS 67213

(316) 945-7227

FAX (316) 945-7799

<b>To:</b> City Of Bel Aire	<b>Contact:</b> Anne Stephens
<b>Address:</b> 7651 E. Central Park Ave. Bel Aire, KS 67886	<b>Phone:</b> (316) 744-2451 <b>Fax:</b> (316) 744-3739
<b>Project Name:</b> Bristol Hollow SS Services	<b>Bid Number:</b> 24-169
<b>Project Location:</b> N 53rd St, Bel Aire, KS	<b>Bid Date:</b> 8/14/2024

MIES CONSTRUCTION INC. hereby proposes to furnish all material, equipment and labor required to complete the portion in the following proposal.

Line #	Item Description	Estimated Quantity	Unit
1	Pipe, SS 8"	93.00	LF
2	MH, Connect to existing	1.00	EACH
3	Riser Assembly 8", Cleanout	1.00	EACH
4	Riser Assembly 4", Vertical	2.00	EACH

**Total Bid Price: \$53,235.00**

**Notes:**

- Due to fuel, material and other rising costs this proposal is valid for 14 days. If the proposal is not accepted within 14 days, additional costs may be incurred Mies Construction will need to reprice this scope of work.
- With the current volatility in material markets, Mies Construction can not be held responsible for project delays due to non-availability of materials.
- The above quoted work is tied unless prior arrangements are made with Mies Construction.
- The above quoted work does not include sales tax. We have not included any bonds nor any other specials or equity fees or other charges that may arise.
- **Excluded:**  
 Construction Staking, Inspections & As-Builts  
 Seeding, Sod or Landscaping  
 Tree Trimming / Removal, Relocation or Replacement  
 Irrigation Relocation or Repair  
 Fence Removal, Resetting or Replacement  
 Dirt Work / Easement Grading  
 Compaction Testing or Any Other Soils Testing  
 Haul Off Excess Dirt & Spoils  
 Flowable Fill Backfill of Trenches  
 Sawcuts &/or Pavement/Sidewalk Removal or Replacement  
 Relocation/Adjustment of Existing Utilities  
 Site Demolition  
 SWPPP Plan/Inspections, Erosion Control, BMP's or Maintenance of BMP's.  
 Liquidated Damages  
 Traffic Control &/or Signage (This Includes Removal or Replacement)

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Mies Construction Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Jay Johnson (316) 945-7227 jay@miesconstruction.com</p>
---	---

**UTILITY SOLUTIONS OF KANSAS**

1645 S West St  
Wichita, KS 67213 US

Section XI, Item E.



**ESTIMATE**

ADDRESS  
Luca Investment Properties  
5005 W 26th  
Wichita, KS 67205

ESTIMATE 1153  
DATE 08/13/2024  
EXPIRATION DATE 09/30/2024

JOB  
Bristol Hollows Sewer Ext

QTY	DESCRIPTION	RATE	AMOUNT
	Excavate at existing manhole and core drill 10" hole to stub 8" sewer pipe into it.		
	Install 8" SDR sewer pipe with 2 wyes to serve lot 1 and an end-of-line cleanout.		
1	Total	10,753.20	10,753.20

All applicable sales tax is included.

TOTAL

**\$10,753.20**

Utility Solutions of Kansas, LLC is not responsible for locating or repairing any unmarked utility lines not affiliated with the Kansas One-Call System, and therefore considered not able to be located.

Utility Solutions holds no liability for sprinkler lines or future settlement.

Machine backfill only, any necessary gradework to be completed by other unless stated otherwise. Initials to acknowledge understanding: \_\_\_\_\_

Due to extreme materials costs fluctuations, estimates are good through their listed expiration date. If work is ordered after the expiration date, we reserve the right to reevaluate the quote and scope of work to determine if additional costs apply. Thank you for your understanding.

Accepted By

Accepted Date

Thank you for your business!  
Page 1 of 1

(First published in the Ark Valley  
News on the \_\_ day of August 2024)

**The City of Bel Aire, Kansas**

Ordinance No. \_\_\_\_

**AMENDMENTS TO WATER DROUGHT/EMERGENCY ORDINANCE**

An ordinance amending existing Ordinance No. 387 authorizing the declaration of a water watch, warning or emergency; establishing procedures and voluntary and mandatory conservation measures (Municipal Water Conservation Plan and the Emergency Water Supply Plan); authorizing the issuance of administrative regulations; prescribing certain penalties; and repealing the original affected sections of Ordinance No. 387.

Be it Ordained by the Governing Body of the City of Bel Aire.

Section 1. The purpose of this ordinance is to bring The City of Bel Aire’s drought response measures into conformity with the requirements of the City of Wichita’s Drought Response Plan established in the Wholesale Water Supply Contract created between the City of Bel Aire and the City of Wichita in 2018. All provisions of the City of Bel Aire’s Water Drought/Emergency Ordinance No. 387 not affected by that contract shall remain in full force and effect.

Section 2. Section 5 of Ordinance No. 387 shall be amended to read as follows: “Declaration of Water Emergency. Whenever the City Manager finds that an emergency exists by reason of a shortage of water supply needed for essential uses, he or she shall be empowered to declare that a water supply emergency exists and that it will impose mandatory restrictions on water use during the period of the emergency by notifying the general public through local media, the City’s website and/or radio stations. Such an emergency shall be deemed to continue until it is declared by the City Manager to have ended. A water emergency would be issued under the Stage 3 triggers of the Municipal Water Conservation Plan or whenever the City of Wichita triggers regulatory and enforcement measures under its drought response plan. The City of Wichita’s measures, once triggered, are a contractual obligation tied to the wholesale supply of water sold to Bel Aire. The Governing Body of the City of Bel Aire hereby empowers the City Manager to implement all such measures necessary to comply with those contractual obligations.”

Section 3. Section 7 of Ordinance No. 387 shall be amended to read as follows: “Mandatory Conservation Measures. Upon the declaration of a water supply emergency as provided in Section 5, the City Manager is also authorized to implement certain mandatory water conservation measures, including, but not limited to, the following:

- (a) Suspension of new connections to the City's water distribution system, except connections of fire hydrants and those made pursuant to agreements entered into by the City prior to the effective date of the declaration of the emergency,

- (b) Restrictions on the uses of water in one or more classes of water use, wholly or in part;
- (c) Restrictions on the sales of water at coin-operated facilities or sites;
- (d) The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per consumer restrictions;
- (e) Complete or partial bans on the waste of water;
- (f) The City Manager may exempt certain uses of water from mandatory conservation measures on express, reasonable criteria, and
- (g) Any combination of the foregoing measures.”

Section 4. Section 10 of Ordinance No. 387 shall be amended to read as follows:  
“Section 10. Violations. Disconnections and Penalties.

(a) If the City Manager or his or her designee charged with implementation and enforcement of this ordinance or a water supply emergency resolution learn of any violation of any water use restrictions imposed pursuant to Sections 7 or 9 of this ordinance, a written notice of the violation shall be affixed to the property where the violation occurred and the customer of record any other person known to the City who is responsible for the violation or its correction shall be provided with either actual or mailed notice. Said notice shall describe the violation and order that it be corrected, cured or abated immediately or within such specified time as the City determines is reasonable under the circumstances. If the order is not complied with, the City may terminate water service to the customer subject to the following procedures:

- (1) The City shall give the customer notice by mail or actual notice that water service will be discontinued within a specified time due to the violation and that the customer will have the opportunity to appeal the termination by requesting a hearing scheduled before the City governing body or a city official designated as a hearing officer by the governing body;
- (2) If such a hearing is requested by the customer charged with the violation, he or she shall be given a full opportunity to be heard before termination is ordered; and
- (3) The governing body or hearing officer shall make findings of fact and order whether service should continue or be terminated.

(b) A fee of \$50 shall be paid for the reconnection of any water service terminated pursuant to subsection (a). In the event of subsequent violations, the reconnection fee shall be \$200 for the second reconnection and \$300 for any additional reconnections.”

(c)

Section 5. Severability. If any provision of this ordinance is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and its applicability to other persons and circumstances shall not be affected thereby.

Section 6. Effective Date. This ordinance shall become effective upon its publication in the official city newspaper.



Section 7. Repeal. Sections 2, 3, 7 and 10 of Ordinance No. 387 are hereby repealed. All sections of ordinance number 387 not in conflict herewith are not repealed and remain in full force and effect. All other ordinances or parts of other ordinances in conflict herewith are also repealed.

Passed by the governing body this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Attest:

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

Approved as to form only:

\_\_\_\_\_  
Maria A. Schrock, City Attorney

# Municipal Water Conservation Plan

**Updated: August 14, 2024**

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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 238% to an estimated total of 8744 residents in 2023 (based on the most recent estimate from the US Census). Building growth increased 94.2% from 1,976 units in 2000 to 3,838 units in 2023. 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~~ Bel Aire’s 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 347,489,000 gallons of water sold in 2023 or 18,468,000 **less fewer** gallons than for year 2022. Based on the estimated US Census population of 8744 residents for 2023, this means that the City of Bel Aire had an average of 108.9 gallons **used** per capita per day (GPCD) in 2023. 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 108.9 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 which** may or may not have commercial, industrial, school and hospital water use. **Precipitation is a variable factor affecting irrigation and similar outdoor uses.** 2023 precipitation was 32.19 inches, which was 4.0 fewer inches than for 2022 (36.2 inches).

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 *not to exceed 100* for 2023. Bel Aire’s 2024 GPCD goal is again *not to exceed 100*. **The attainment of this goal relies upon Bel Aire receiving ~~with expectation of~~ an average annual** rainfall of at **least** 35.59 inches.

Note, precipitation data for the above-noted years and the annual average is obtained from the NOAA weather database (<https://www.nci.noaa.gov/>). The average reflects the average over the past 30 years and is taken from a Bel Aire weather data station.

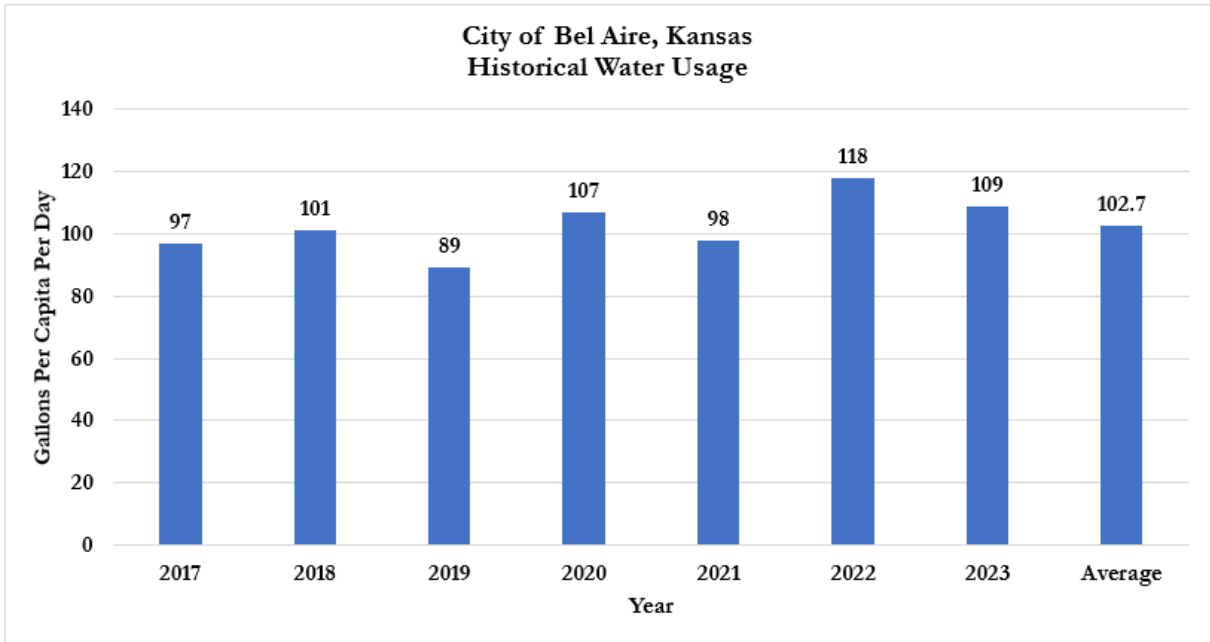


Figure 1 - Gallons Per Capita Per Day  
Sources: Bel Aire Water Usages (2017-2023)

## Water Conservation Practices

This subsection of the plan summarizes the current educational, managerial, and regulatory efforts that relate to impact 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.

Education Conservation Practices	Target Date
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 "Did You Know?" 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 ~~for their usage between meter readings. accordingly. Water meters are installed for all Residential and Commercial customers.~~ Customer meters are checked for accuracy based on a pre-determined maintenance schedule. Accuracy checks can also be triggered by customer request. Meters found to produce measurements outside of acceptable parameters are repaired or replaced. ~~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 ~~locate such leaks.~~ System-wide ~~W~~water pressure is ~~checked and~~ monitored 24 hours per day, 7 days per week, ~~or and localized checks are done if a~~ customers ~~are 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 improved the accuracy of these meters and Meter maintenance and pressure monitoring~~ allow the City to better track water usage and ~~discover~~ 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 tiers~~ of consumption rates ~~forming that charge for water based on~~ a progressive rate structure that increases ~~the rate per 1,000 gallons used as the~~ consumption ~~tier~~ increases. This rate structure is in place to encourage conservation and is in line with the requirements of the ~~Wholesale Water Sales Agreement between Bel Aire and 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. ~~It also realizes that Bel Aire is developing a water-use records system that would allow the City to more~~ ~~must be maintained, which can be used to~~ effectively and efficiently manage ~~the City its~~ public water distribution system.

Management Conservation Practices to be Taken	Target Date Implementation
1. All source water (CCUA or Wichita) will have meters installed and the meters will be repaired or replaced <del>in a commercially reasonable timeframe</del> <del>within two weeks</del> when malfunctions occur	<del>Current Operating Policy</del> Wichita source water is currently metered, and meters for all CCUA source water were approved 07/25/24.
2. Meters for source water will be tested for accuracy as recommended by the meter OEM <del>or</del> and when meter readings become suspect. Meters will be repaired or replaced if they fail to meet industry standards.	Current Operating Policy
3. Meters at each individual service connection will be repaired or 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 <del>at least</del> 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	In development <del>Ongoing</del>
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 makes supply water is subject to availability and capacity restrictions of the CCUA facility. The City will pursue further regulatory corrective action as circumstances dictate.

Regulation Action to be Taken	Target Date Implementation
1. All new or renovated construction will install toilets that use no more than 1.6 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’s water supply depends upon the combined ability of the City of Wichita and the Chisholm Creek Utility Authority (either being a “Provider”) to supply and/or distribute water to Bel Aire. 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 stringently controls water use than the previous stage as water supply conditions deteriorate. These progressive stages can be triggered by local conditions, in which case, the City Manager is authorized by ordinance (No. 387) to implement the appropriate conservation measures as set out below.

These progressive stages can also be triggered by area-wide conditions identified by the City of Wichita. In such instances, Bel Aire is contractually obligated to implement and enforce the drought response measures codified by the City of Wichita. The provisions below are consistent with the more localized triggers of the Chisholm Creek Utility Authority. When the City of Wichita triggers regulatory and enforcement measures under its drought response plan, such provisions take precedence over those stated below. The Wichita City Code provisions pertinent to drought response are attached to this Municipal Water Conservation Plan as Exhibit A.

## Stage 1: Water Watch (Voluntary Conservation)

### 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 (City of Wichita) issues Stage 1: Voluntary Conservation of their 2013 Drought Response Plan. Provider of purchased water has issued a Stage 1 Water Watch~~
4. ~~Provider (Chisholm Creek Utility Authority) issues Stage 1: Water Watch of their 2024 Municipal Water Conservation Plan.~~

### 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 (Mandatory Restrictions)

### 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 (City of Wichita) issues Stage 2: Mandatory Restrictions of their 2013 Drought Response Plan. Provider of purchased water has issued a Stage 2 Water Warning~~
4. ~~Provider (Chisholm Creek Utility Authority) issues Stage 2: Water Warning of their 2024 Municipal Water Conservation Plan.~~

### 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 **level** 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~~ **implement water conservation measures**, including operations of fountains, watering of City grounds **and parks**, filling of swimming pools and washing of vehicles
4. ~~The City Manager will direct Code Enforcement staff to enforce water conservation policies.~~ The City Manager may direct city police to **assist Code Enforcement staff 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. ~~A four zone 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~~ All outdoor lawn and landscape irrigation is restricted to one time per week and must occur between 8:00pm to 10:00am. A map of Bel Aire's four zone watering system and watering times, is attached to this Municipal Water Conservation Plan as Exhibit B.
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~~ starting at 8:00 pm and ending at 10:00 am.
3. Refilling of swimming pools (indoor and outdoor) is ~~will not be~~ allowed one day a week, only pursuant to Bel Aire's four zone watering system, unless regulated by a constant fill water treatment system.
4. Waste of water, as defined by the Water Drought/ Emergency Ordinance (Section 2, Item C) will be prohibited

**Exemptions**

Food producing gardens utilizing drip irrigation or hand watering shall be Stage 2 exempt.

Businesses that generate their core economic activity from usage of outdoor water shall be Stage 2 exempt. Such businesses include, but are not limited to, golf courses, car washes, nurseries, sod suppliers, and others identified by the City Manager.

Persons using water from a well for any class of use as defined in this chapter shall be exempt. To qualify for this exemption, persons using water from a well, shall display a sign with the words “well water” upon it in a location that is readily visible to the general public.

**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. Emergency conditions related to repairs or water quality control
4. ~~Provider (City of Wichita) issues Stage 3: Irrigation Bans or Stage 4: Water Emergency of their 2013 Drought Response Plan. Provider of purchased water has issues a Stage 3 Water Emergency.~~
5. Provider (Chisholm Creek Utility Authority) issues Stage 3: Water Emergency of their 2024 Municipal Water Conservation Plan.

**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 Code Enforcement staff to enforce water conservation policies. The City Manager may direct city police to assist Code Enforcement staff 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~~ will be turned off ~~while~~ until repairs are ~~being~~ made

**Regulation Actions**

- 1. Outdoor water use is ~~will be~~ banned
- 2. Swimming pools may remain open, but refilling is banned. The City Manager will make decisions regarding indoor pools regulated by constant fill water treatment systems based on circumstances surrounding the emergency event.
- 3. 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 ~~has 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~~ are 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 \_\_\_\_\_, 2024 by the Bel Aire City Council.

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

ATTEST:

Approved as to Form:

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

\_\_\_\_\_  
Maria A. Schrock, City Attorney

## Exhibit A

Selected provisions from City of Wichita ordinances that apply to Bel Aire water customers during City of Wichita-declared drought responses.

### Sec. 17.14.020. - Definitions.

(a) "Customer," as the term is used in this chapter means the customer of record using water for any purpose from the city's water distribution system and for which a regular charge is made.

(b) "Drought response plan" shall be the city's drought action plan, as may be supplemented or amended from time to time, on file with the city clerk.

(c) "Outdoor water," as the term is used in this chapter includes, but is not limited to: any water used through an irrigation system, an outdoor hose, or hand watering container outside of a physical structure.

(d) "Water," as the term is used in this chapter, means water available to the city for treatment by virtue of its water rights or any treated water introduced by the city into its water distribution system.

(e) The following stages of drought response are established:

Stage 1: Triggered when the 12-month moving average of Cheney Reservoir's conservation pool level is between 70% and 89%.

Stage 2: Triggered when the 12-month moving average of Cheney Reservoir's conservation pool level is between 50% and 69%.

Stage 3: Triggered when the 12-month moving average of Cheney Reservoir's conservation pool level is between 35% and 50%.

Stage 4: Triggered when the 12-month moving average of Cheney Reservoir's conservation pool level is between 0% and 34%.

(f) For purposes of determining drought response stages, the term "conservation pool level" means the percentage of the conservation pool that is filled

(Ord. No. 49-585, § 1, 10-22-2013)

### Sec. 17.14.030. - Declaration of drought stages.

The 12-month average of the conservation pool level in Cheney Reservoir is the basis for establishing drought stages, according to the levels provided in [Section 17.14.020](#). The public works & utilities director shall monitor the lake level in Cheney Reservoir. When the 12-month moving average of Cheney's conservation pool level indicates the existence of a drought response stage in accordance with [Section 17.14.020](#), the city manager will issue a public declaration of such drought response stage. Should the lake level at Cheney Reservoir subsequently exceed the maximum threshold of Stage 1 as provided in [Section 17.14.020](#), the city manager shall issue a public declaration that previously declared drought response measures are terminated.

(Ord. No. 49-585, § 1, 10-22-2013)

**Sec. 17.14.040. - Stage 1 measures.**

Upon the declaration of a Stage 1 drought response stage as provided in [Section 17.14.030](#), the city manager will call on all water consumers to employ voluntary water conservation measures to limit or eliminate water use. The city shall offer incentives or rebates to encourage indoor and outdoor water conservation. The city shall implement conservation measures in its own operations, in accordance with the drought response plan.

(Ord. No. 49-585, § 1, 10-22-2013)

**Sec. 17.14.050. - Stage 2 measures.**

Upon the declaration of a Stage 2 drought response stage as provided in [Section 17.14.030](#), the city manager will implement the mandatory water conservation measures set forth below. Food producing gardens utilizing drip irrigation or hand watering shall be Stage 2 exempt. Businesses that generate their core economic activity from usage of outdoor water shall be Stage 2 exempt. Such businesses include, but are not limited to, golf courses, car washes, nurseries, sod suppliers, and others identified by the city manager. The city shall implement water conservation measures in its own operations, including measures in the drought response plan and shifting some of the water allocation from Cheney Reservoir to other sources. Mandatory water conservation measures include the following and noncompliance by customers who are not Stage 2 exempt shall be subject to the penalties provided in Section 17.040.100:

(a) Restricting outdoor water usage to one day per week, in accordance with (b), below;

(b) Customers at real properties northwest of the Central & Broadway intersection may use outdoor water on Mondays; customers at real properties northeast of Central & Broadway may use outdoor water on Tuesdays; customers at real properties southwest of Central & Broadway may use outdoor water on Wednesdays; customers at real properties southeast of Central & Broadway may use outdoor water on Thursdays; no outdoor water can be used on Fridays, Saturdays, or Sundays by customers who are not Stage 2 exempt;

(c) Prohibiting all customers who are not Stage 2 exempt from using outdoor water from 10:00am until 8:00pm.

(Ord. No. 49-585, § 1, 10-22-2013)

**Sec. 17.14.060. - Stage 3 measures.**

Upon the declaration of a Stage 3 drought response stage as provided in [Section 17.14.030](#), the city manager will prohibit all usage of outdoor water by customers who are not Stage 3 exempt. Food producing gardens utilizing drip irrigation or hand watering shall be Stage 3 exempt. Businesses that generate their core economic activity from usage of outdoor water shall be Stage 3 exempt. Such business include, but are not limited to, golf courses, car washes, nurseries, sod suppliers, and others identified by the city manager. The city shall implement water conservation measures in its own operations, in accordance with the drought response plan. Any use of outdoor water outdoors by customers who are not Stage 3 exempt shall be subject to the penalties provided in Section 17.040.100.

(Ord. No. 49-585, § 1, 10-22-2013)



**Sec. 17.14.070. - Stage 4 measures.**

Upon the declaration of a Stage 4 drought response stage as provided in [Section 17.14.030](#), the city manager will implement mandatory water conservation measures for all customers, including prohibition of usage of outdoor water. No exemptions shall be provided from the prohibition on usage of outdoor water. The city shall implement all possible water conservation measures in its own operations. All customers, except those specifically exempted below, are required to reduce their water usage by 15% from their Average Winter Consumption, as defined in [Section 17.12.090](#), as it was most recently calculated as of the declaration of the Stage 4 drought response stage. Any noncompliance with the provisions of this section shall be subject to the penalties provided in Section 17.040.100.

**Sec. 17.14.100. - Violations, disconnections and penalties.**

(a) Upon violation of any water use restrictions imposed pursuant to Sections [17.14.050](#), [Section 17.14.060](#), or [17.14.070](#) of this chapter, written notice of the violation shall be affixed to the property where the violation occurred and the customer of record and any other person known to city enforcement personnel who is responsible for the violation or its correction shall be provided with either actual or mailed notice. Said notice shall describe the violation and order that it be corrected, cured or abated immediately or within such specified time as the city manager or the city manager's designee determines is reasonable under the circumstances. If the order is not complied with, the city manager or the city manager's designee may assess an administrative fee or restrict water service to the customer in accordance with the standards in subsection (b), below, subject to the following procedures:

(1) The city shall give the customer notice by mail or actual notice that an administrative fee will be assessed or water service will be restricted within a specified time due to the violation and that the customer will have the opportunity to appeal the administrative fee or restriction by requesting a hearing scheduled before the city manager or a person designated as a hearing officer by the city manager;

(2) If such a hearing is requested by the customer charged with the violation by the specified date, he or she shall be given a full opportunity to be heard before the fee is assessed or the restriction or termination is ordered;

(3) The city manager or hearing officer shall make findings of fact and order whether a fee should be assessed or service should continue or be restricted;

(4) In the event no hearing is requested by the specified date, full water service shall be reinstated when the city is no longer in a Stage 4 drought response stage, as provided in [Section 17.14.100](#)(e) and all administrative fees have been paid.

(b) Upon the first violation of any water use restrictions imposed pursuant to [Section 17.14.050](#) of this chapter, a written warning shall be issued. A second violation will result in an administrative fee of \$50. Subsequent violations will be punishable with an administrative fee of \$100 per violation.

(c) Upon the first violation of any water use restrictions imposed pursuant to [Section 17.14.060](#) of this chapter, a written warning shall be issued. A second violation will result in an



administrative fee of \$250. Subsequent violations will be punishable with an administrative fee of \$500 per violation.

(d) Upon the first violation of the outdoor water prohibition imposed pursuant to [Section 17.14.070](#) of this chapter, a written warning shall be issued. A second violation will result in an administrative fee of \$250. Subsequent violations will be punishable with an administrative fee of \$500 per violation and installation of a water flow restrictor. The flow restrictor will decrease the amount of water flowing through the meter to a customer and will not be removed until the city is no longer in a Stage 4 drought response stage.

(e) Upon the first violation of the required 15% reduction imposed pursuant to [Section 17.14.070](#) of this chapter, a written warning shall be issued. A second violation will result in an administrative fee of \$250. Subsequent violations will be punishable with an administrative fee of \$500 per violation and installation of a water flow restrictor. The flow restrictor will decrease the amount of water flowing through the meter to a customer and will not be removed until the city is no longer in a Stage 4 drought response stage.

(f) All administrative fees shall be subject to the same terms of payment that are set forth in [Section 17.12.100](#) for regularly scheduled water meter charges, following the completion of the procedures in subsection (a), above.

(g) In addition to disconnection/reconnection fees provided by [Section 17.12.090](#), a fee of two hundred dollars shall be paid for the reconnection of any water service restricted pursuant to this chapter.

(Ord. No. 49-585, § 1, 10-22-2013)

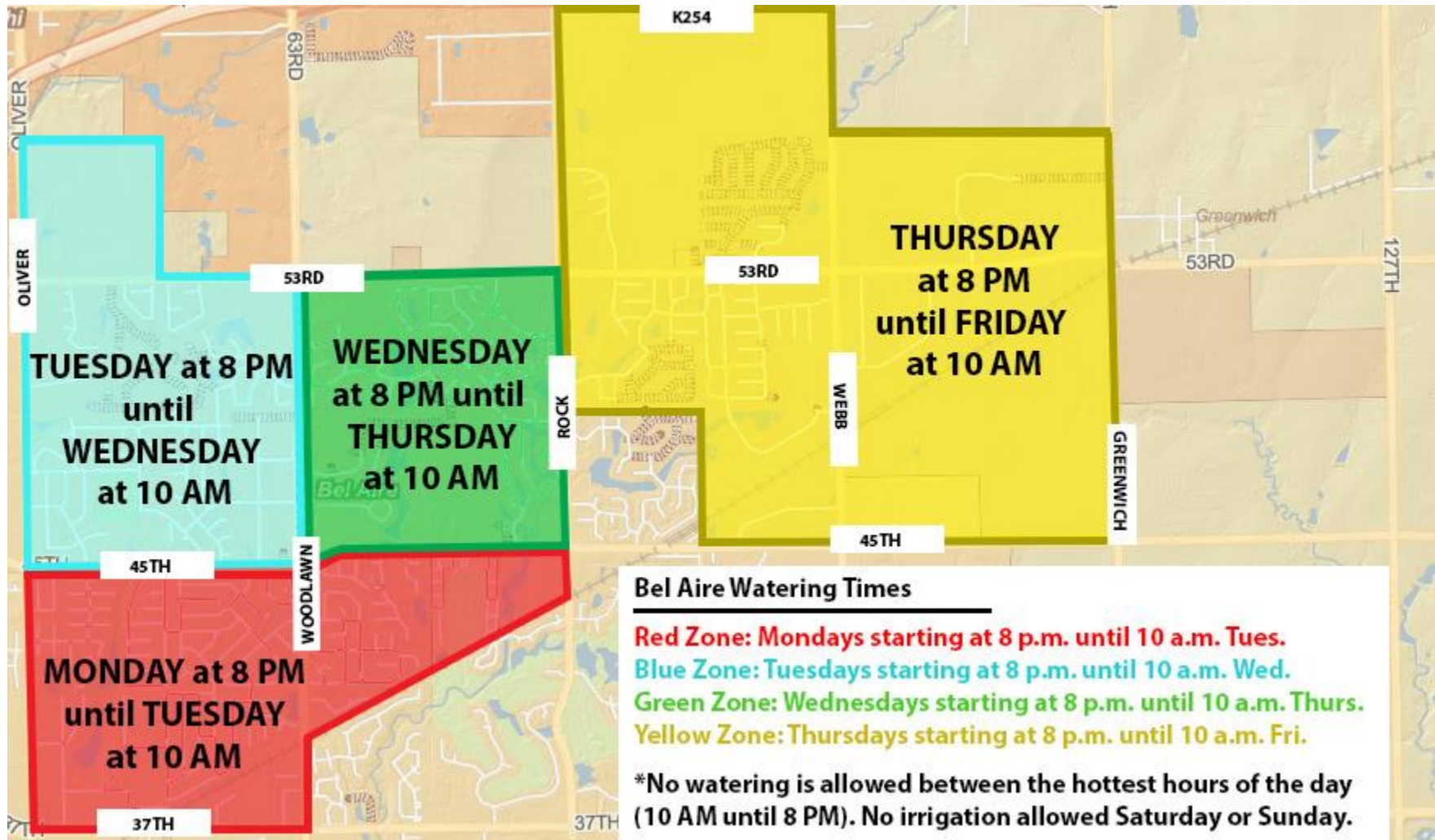
**Sec. 17.14.110. - Emergency restriction and termination.**

- (a) Nothing in this chapter shall limit the ability of any properly authorized city official from restricting or terminating the supply of water to any or all customers upon the determination of such city official that emergency restriction or termination of water service is required to protect the health and safety of the public.

**Sec. 17.14.130. – Exemption---Watering from wells---Sign required.**

- (a) Persons using water from a well for any class of use as defined in this chapter shall be exempt from the penalties of this chapter, pursuant to Section 17.14.130(b).
- (b) To qualify for the exemption, persons using water from a well as set forth in subsection (a) shall, while engaged in such use(s), display a sign with the words “well water” upon it in a location that is readily visible to the general public.

### Exhibit B



**STAFF REPORT**

DATE: August 12, 2024  
TO: Ted Henry, City Manager & Bel Aire Governing Body  
FROM: Brian Hayes, Recreation Director  
RE: July Activities

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**Recreation**

- Besides t-ball/baseball/softball being completed, Dance and Happy Feet Soccer also finished their summer sessions.
- Summer Day Camp continued at the licensed capacity in July. Camp runs through early August. The local Kansas Department of Health & Environment licensing contractor surveyed our program in July. Our perfect record was again upheld with no violations and the state childcare license was renewed for another year.
- Challenger Soccer Camp was back this summer with 16 participants.
- Pickleball participation was steady with 331 compared to 307 last month.
- June Taekwondo participation was low with 11 compared to 21 in June which historically is typical for summer.
- Exercise classes were steady with 25 participants.
- Drop-in use was steady with 540 sign-ins compared to 512 in June.
- Some of the winter-killed Bermudagrass continued to fill in and portions of the worse areas were successfully overseeded with ryegrass. It is unlikely the new grass will survive due to the recent water conservation efforts. Staff still hopes to be able to offer outdoor fall sports but risks being altered or cancelled if field conditions become unsafe.
- Upcoming Rec programs include, Outdoor Soccer, Flag Football, Volleyball, and the Bel Aire Ball.

**Seniors**

- 843 seniors signed in for cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 784 in June.
- July programs included a planning committee meeting, several games, and arts/craft activities. In all there were 12 ongoing activities, 5 special activities and 4 educational sessions offered.
- Two grants valued at \$4000 has provided the Senior Department with upgrades to AV equipment, and furnishings.
- Upcoming Senior activities include a Free Health Screening, an outing, Jam Session, Trivia, as well as the many ongoing baseline programs, games, crafts, presentations, and communications.

**Swimming Pool**

- 78 boys & girls participated in the last 2 sessions of swimming lessons and 30 participated in fun & games at this years Family Night on July 27.
- Many positive comments on the new plaster surface continued to be voiced.



- The pool closes August 5<sup>th</sup> with the annual Hot Dawgs Pool Party.
- An plumbing leak was discovered late in the month. A leak detection company is scheduled to help find the leak after the pool closes for the season.



# MANAGERS REPORT



**DATE:** August 15, 2024  
**TO:** Mayor Benage and City Council  
**FROM:** Ted Henry, City Manager  
**RE:** August 20, 2024 Agenda

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## Consent Agenda

- Minutes of August 6, 2024 regular City Council meeting.
- Authorization to use the Central Park Sidewalk Fund for Central Park sidewalk installations.
- Revised Petition for Sanitary Sewer Improvements to serve Chapel Landing 5th
- Resolution Authorizing Sanitary Sewer Improvements to serve Chapel Landing 5th

In addition to the August 6th Minutes, the Consent Agenda includes a revised petition and a related resolution for Sanitary Sewer Improvements to serve Chapel Landing 5th. The bids for Chapel Landing 5th will also be considered later in the meeting. Bids for the Chapel Landing water and sewer project were accepted on July 30th, but all bids for the sewer portion of the project exceeded the Engineer’s Estimate. In this situation, the City has the option to reject all bids and rebid the project in hopes of receiving lower bids or to revise the petition if the estimate is increased. After discussions with the developer, it was decided to revise the petitions to proceed with the project. Additionally, the Consent Agenda authorizes spending from the Central Park Sidewalk Fund for Central Park sidewalk installations, as discussed in the August 13th City Council Workshop.

## Appropriations Ordinance

This appropriation ordinance encompasses 7/26/2024 through 8/14/2024 expenses and one payroll cycle. Expenditures amounted to \$397,591.30. Of the reported expenses, \$17,343.60 are infrastructure costs for new developments. These costs are paid through special assessments.

## City Requested Appearances

Aaron Maxwell, President of the Bel Aire Chamber, will give a report on Chamber activities.

## 2024 City of Bel Aire Budget publication (Item A)

Council held final discussions on the proposed 2024 budget at the August 13th workshop. The adoption process requires the mill rate and total revenues / expenditures to be calculated and published. This action approves the summary numbers and mill rate to be published and schedules a public hearing. Line items can be adjusted within the budget and dollars lowered before the final budget is approved. However, the total numbers and mill levy cannot be increased once published. If approved, the public hearing will be set for September 3rd at 7:00



p.m. Staff feels the final numbers reflect Council direction from the workshops and recommends the budget be approved for publication.

**Contract for Architect/ Engineer, Public Works Facility (Item B)**

The City of Bel Aire is expanding its infrastructure service capabilities by constructing a Utilities and Public Works Facility within the Sunflower Commerce Park. This important infrastructure will house water and sewer materials and equipment, as well as provide additional administrative space with enhanced cybersecurity measures.

On June 24, 2024, a Request for Qualifications (RFQ) was issued to engage an architectural and engineering firm to design and engineer the project.

On July 30, 2024, the interview committee, which included Council Member Dehn, Council Member Schmitz, the City Engineer, the Public Works Director, and the City Manager, interviewed the top two respondents. The committee recommended selecting Schaefer Architecture for the design of the new public works facility. While both firms were well qualified, Schaefer Architecture was chosen for their more aggressive schedule and better alignment with the City’s goals.

On August 6, 2024, the City Council approved the selection of Schaefer Architecture. The agreement with Schaefer now comes before the Council for final consideration. Kirk Jurgensen, the City’s ownership representative, will be available to answer any questions.

**Bid for Water and Sanitary Sewer Improvements for Chapel Landing 5<sup>th</sup> (Item C)**

The Developer of Chapel Landing 5th is ready to move forward with the construction of the Water and Sanitary Sewer Improvements to support the subdivision. Garver worked with the Developer to design the water and sanitary sewer improvements for Chapel Landing 5th. Bids were accepted on July 30th for the project. Four contractors responded to the solicitation. The water project fell within the initial petition amount, but the sanitary sewer project was over the original petition. A revised petition and resolution were approved in the consent agenda and the bids are now ready for the City Council’s consideration. The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots.



**Bid for 2024 Pavement Marking Project (Item D)**

As part of the 2024 Pavement Maintenance Plan, the City requested bids for restriping several roadways throughout Bel Aire. Many of the pavement markings on the City’s arterial roadways are fading and not easily visible during the daytime or at night. As part of the 2024 Pavement Maintenance Plan, City staff worked with PEC to develop plans and solicit pricing from contractors. Plans were sent to 3 contractors with a fourth finding the plans on PEC’s website. One bid was received at the Bid Letting on August 13th. Due to Cillessen’s current workload, they have requested the late start option of April, 2025, with a completion date of May, 2025. The funds for this project will come out of the City’s Street Maintenance Fund. Staff recommends that the City Council accept the bid from Cillessen & Sons in the amount of \$84,561.30.

**Quote for Sanitary Sewer Extension in Bristol Hollows Addition (Item E)**

The sanitary sewer line to serve Bristol Hollows Phase 1 was installed in late 2020. The sanitary sewer services to Lot 1, Block A were inadvertently left off of the plans and hence not installed. This oversight was not noticed until the Developer went to connect the sewer services from the home. The Developer reached out to both Kaw Valley Engineering (Phase 1 Design Engineer) and Garver (Phase 2 Design Engineer). Kaw Valley declined to assist with getting these services installed. An initial attempt was made to simply install the sewer services on the sewer line along 53rd Street, but costs were exorbitant due to the depth of the line and the proximity to both the foundation of the structure as well as a power pole. The City and Garver met on-site and it was determined that we might be able to extend a sewer line from the existing manhole in the southeast corner of Lot 2, Block A to serve Lot 1, Block A. After some double checking, this proved to be feasible. Garver reached out to five contractors to get quotes for the revised project. Three responded. Both Mies and McCullough have worked with the City on numerous water and sanitary sewer projects. Utility Solutions is a new company to the City, but has performed a number of sanitary sewer services installations for the Developer in both Bel Aire and on various projects in Wichita. Garver is checking references and ensuring that they have the equipment to safely install this sanitary sewer line in accordance with our specifications. Assuming that the references for Utility Solutions check out, staff recommends that the City Council accept the quote from Utility Solutions in the amount of \$10,753.20.

**Ordinance & updated Municipal Water Conservation Plan (Items F&G)**

The City of Bel Aire receives water from the City of Wichita and the Chisholm Creek Utility Authority, and is governed by water restrictions imposed by these suppliers. Due to continued drought in the area, Wichita entered into Stage 2 drought response on Monday, August 5<sup>th</sup>. This will limit irrigating to one day per week and Bel Aire will also be required to limit watering during this time. At the August 13<sup>th</sup> workshop, the Council discussed the current situation and gathered feedback from City staff and the Bel Aire Utility Advisory Committee. Following the workshop, City Attorney Maria Schrock has drafted a proposed Ordinance and proposed updates to the Municipal Water Conservation Plan. The proposed Ordinance and updates to the Plan now come before Council for consideration. Maria will be available for any questions.

**Elect voting delegates & alternates to LKM Annual Business Meeting (Items H&I)**

As members of the League of Kansas Municipalities, Bel Aire is entitled to have three voting delegates at the annual business meeting held during the annual conference. Bel Aire is also entitled to elect three alternate delegates. This year the conference will be on October 10-12, 2024 in Wichita. The Annual Business Meeting will be on Saturday, October 12.

**Executive Session**

Staff is requesting one executive session.