



**AGENDA**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**October 03, 2023 7:00 PM**



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

**II. ROLL CALL**

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

**III. OPENING PRAYER:** Gary Green

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

**V. DETERMINE AGENDA ADDITIONS**

**VI. CONSENT AGENDA**

**A.** Minutes of the September 19, 2023 City Council meeting.

**B.** Confirm the Mayor's appointment of Ted Henry as an alternate to the Wichita Area Metropolitan Planning Organization (WAMPO) Transportation Policy Body.

**C.** Receive and file the Recommendation report from the Aurora Parks Gravel Roads Task Force dated September 18, 2023.

**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. 23-18 in the amount of \$276,154.53.

**Action:** Motion to (approve / deny / table) Appropriations Ordinance No. 23-18.

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

**VIII. CITY REQUESTED APPEARANCES:** None

**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 An Ordinance changing the zoning classification from “R-4” to “R-5” on certain property located within the corporate city limits of the City of Bel Aire, Kansas (Chapel Landing 7th, ZON-23-02).**

**Action:** Motion to (approve / deny / table) An Ordinance changing the zoning classification from “R-4” to “R-5” on certain property located within the corporate city limits of the City of Bel Aire, Kansas and authorize the Mayor to sign.

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

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

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

**B. Consideration of the proposal from The Traffic Group for 24-hour video vehicle classification turning movement counts at various intersections for the 45<sup>th</sup> – Oliver to Woodlawn Street Reconstruction project in the amount of \$14,800.00.**

**Action:** Motion to (approve / deny / table) the quote from The Traffic Group in the amount of \$14,800.00 for 24-hour Video Vehicle Classification Turning Movement Counts at various intersections for the 45<sup>th</sup> – Oliver to Woodlawn Street Reconstruction project, and authorize the Mayor to sign all related documents.

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

**C. Consideration of accepting the Agreement for Construction Observation Services from Garver for the observation of Elk Creek 3<sup>rd</sup>, Water, Sanitary Sewer and Paving Improvements.**

**Action:** Motion to (accept / deny / table) the Agreement for Construction Observation Services with Garver for the Construction Observation of Elk Creek 3<sup>rd</sup>, Water, Sanitary Sewer in the amount of \$43,696.18 and authorize the Mayor to sign.

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

**D. Consideration of a quote for the Phase 1 Proposal to Replace HVAC units at City Hall. Four quotes were received:**

<u>Company</u>	<u>Total</u>
Dan's Heating & Cooling (TRANE - S9V2 best performance)	\$63,747
Central Mechanical Wichita (RUUD – better performance)	\$62,280
Dan's Heating & Cooling (TRANE – better performance)	\$54,847
Fahnestock (GOODMAN – basic performance)	\$38,320

**Action:** Motion to accept the quote from \_\_\_\_\_ in the amount of \$\_\_\_\_\_ for the Phase 1 Proposal to replace HVAC units at City Hall, and authorize the Mayor to sign all related documents.

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

**E. Consideration of a change to purchase two, 2023 Dodge Durango SUV's, Police Vehicles with equipment.**

**Action:** Motion to (authorize / deny / table) the change to purchase two, 2023 Dodge Durango's, from TCS Equipment including upfitting of equipment and labor costs not-to-exceed \$115,470, and authorize the Mayor to sign all related documents.

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

**F. Consideration of A Resolution Declaring The Boundaries Of The City Of Bel Aire, Kansas As Of October 3, 2023.**

**Action:** Motion to (approve / deny / table) A Resolution Declaring The Boundaries Of The City Of Bel Aire, Kansas As Of October 3, 2023, and authorize the Mayor to sign.

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

**G. Consideration of a quote for three Oxygenators/ bubblers for the Rock Road, 53<sup>rd</sup> Street and 37<sup>th</sup> Street lift station.**

**Action:** Motion to (approve / deny / table) the quote from Lloyd Harold, LLC for three Oxygenators in the amount of \$11,999.97, and authorize the Mayor to sign.

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

**H. Consideration of a quote for Street Sweeper repair from Key Equipment in the amount of \$19,220.26.**

**Action:** Motion to (accept / deny / table) the quote for Street Sweeper repair from Key Equipment in the amount of \$19,220.26.

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

## **XII. EXECUTIVE SESSION**

### **A. Executive Session**

**Action:** Motion to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the Assistant City Manager, City Attorney, City Engineer and Neil Gosch. 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 \_\_\_\_\_

### **B. Consideration of a Letter of Engagement with Triplett Woolf & Garretson for Legal Services.**

**Action:** Motion to (approve / deny / table) the Letter of Engagement with Triplett Woolf & Garretson for Legal Services and authorize the Mayor to sign.

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

## **XIII. DISCUSSION AND FUTURE ISSUES**

### **A. Workshop – October 10th at 6:30 p.m.?**

## **XIV. ADJOURNMENT**

**Action:** Motion to adjourn.

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

### *Additional Attachments*

**A.** UAC Minutes - August 2023

**B.** Draft Task Force Minutes - September 11, 2023

**C.** Manager's Report - October 3, 2023

### **Notice**

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





**MINUTES**  
**CITY COUNCIL MEETING**  
 7651 E. Central Park Ave, Bel Aire, KS  
 September 19, 2023 7:00 PM



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

**II. ROLL CALL**

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, and Justin Smith. Councilmember John Welch arrived after the rollcall at 7:01 p.m.

Also present were City Manager Ty Lasher, City Attorney Maria Schrock, Assistant City Manager Ted Henry, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel.

**III. OPENING PRAYER:** A moment of silent prayer was held.

**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 September 5, 2023 regular City Council meeting.**

**B. Approval of Minutes of the September 12, 2023 City Council Special Meeting.**

**C. Confirm the Mayor's appointment of Deryk Faber to the Bel Aire Area Planning Commission. The term will expire on October 1, 2026.**

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

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

**A. Consideration of Appropriations Ordinance 23-17 in the amount of \$392,264.18.**

**MOTION:** Councilmember Dehn moved to approve Appropriations Ordinance 23-17. Councilmember Smith seconded the motion. ***Motion carried 5-0.***

## VIII. CITY REQUESTED APPEARANCES

### A. 2022 Audit Presentation- Tara Laughlin from Allen, Gibbs & Houlik

Tara Laughlin from Allen, Gibbs & Houlik provided a brief presentation regarding the firm's annual independent financial audit of the City.

### B. 45th Street - Oliver to Woodlawn, Design Update - Ken Lee, PE, Garver

Ken Lee, PE, Garver, gave a brief presentation regarding projects that are in early stages of planning including the street designs on portions of 45<sup>th</sup> Street and 53<sup>rd</sup> Street, and paving improvements in Aurora Park and on Cozy Drive.

## IX. PUBLIC HEARING

### A. The purpose of public hearing is to hear any and all written or oral objections to the respective assessments considered in the Ordinance Levying special assessments on the agenda.

Kelly Welch, 7364 E Pheasant Ridge, spoke to the Council. He asked why the new specials are being assessed and what are his current specials and taxes paying for.

**MOTION:** Councilmember Hamburg moved to close the Public Hearing.  
Councilmember Davied seconded the motion. *Motion carried 5-0.*

## X. CITIZEN CONCERNS

Carol Russell, 6218 E 45<sup>th</sup> Street North, spoke to the Council. She asked about a project on the agenda and why the engineering firm is requesting adjustments.

## XI. REPORTS

### A. Council Member Reports

Councilmember Hamburg reported that she attended the latest Planning Commission meeting. She noted that Saturday soccer games have begun and she thanked Recreation staff and the volunteer coaches. Councilmember Hamburg briefly commented on the gravel condition of 53<sup>rd</sup> street; this is meant to be a temporary measure to allow residents who rely on the road to continue to use it until it can be paved.

Councilmember Dehn briefly reported on the most recent Bel Aire Chamber meeting and the ribbon cutting at Bel Aire Storage. He reminded residents that today (September 19<sup>th</sup>) is National Voter Registration Day and Fall Festival will be held on October 21<sup>st</sup>.

### B. Mayor's Report

Mayor Benage briefly reported on the latest meetings of the Bel Aire Utility Advisory Committee, the Sedgwick County Association of Cities (SCAC), the Bel Aire Chamber of

Commerce and the Wichita Area Metropolitan Planning Organization's (WAMPO) transportation policy board.

Mayor Benage reported that in anticipation of Integra plant construction and related infrastructure projects, the City will solicit RFQ's for an Owner's Representative to ensure projects are tracked, managed, and inspected. A selection committee will be formed consisting of the Mayor, City Manager and one Councilmember.

Regarding upcoming events, Mayor Benage noted that on September 30th the Church of the Resurrection parish will hold its annual potluck.

### **C. City Attorney Report**

City Attorney Maria Schrock gave a brief update on the SAFER Coalition. The coalition has petitioned the Kansas Corporation Commission to lower the fees that energy companies charge municipalities for the electricity used to power streetlights. The City is a member of the coalition. Comments will be accepted by the Kansas Corporation Commission until September 29th.

### **D. City Manager Report**

City Manager Lasher briefly reported on the City's continued growth reflected in Utility Billing statistics. There have been 771 Total work orders to-date in 2023; there were 458 in 2022. Move-ins and move-outs have increased by 49 percent over the same period last year. Regarding road work, Vance Brothers will begin Scrub Seal work on Oliver next Monday and is expected to last about a week. The second phase of this maintenance project will be done in October. Flaggers and Pilot cars will be used to manage traffic.

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

### **A. Consideration of An Ordinance Levying Special Assessments, Including Benefit Fees, On Certain Property To Pay The Costs Of Internal Improvements In The City Of Bel Aire, Kansas, As Heretofore Authorized By Resolution Nos. R-20-01, R-20-02, R-20-03, R-20-04, R-20-05, R-20-06, R-20-07, R-20-12, R-20-13, And R-20-14; And Providing For The Collection Of Such Special Assessments And Benefit Fees.**

**MOTION:** Councilmember Smith moved to approve An Ordinance Levying Special Assessments, Including Benefit Fees, On Certain Property To Pay The Costs Of Internal Improvements In The City Of Bel Aire, Kansas, As Heretofore Authorized By Resolution Nos. R-20-01, R-20-02, R-20-03, R-20-04, R-20-05, R-20-06, R-20-07, R-20-12, R-20-13, And R-20-14; And Providing For The Collection Of Such Special Assessments And Benefit Fees and authorize the Mayor to sign. Councilmember Davied seconded the motion.

Roll Call Vote:

Greg Davied –Aye

Tyler Dehn –Aye

Emily Hamburg –Aye

Justin Smith –Aye

John Welch –Aye

***Motion carried 5-0.***

- B. Consideration of the proposal from The Traffic Group for 24-hour video vehicle classification turning movement counts at various intersections for the 45th – Oliver to Woodlawn Street Reconstruction project in the amount of \$14,800.00.**

**MOTION:** Councilmember Dehn moved to table the quote from The Traffic Group in the amount of \$14,800.00 for 24-hour Video Vehicle Classification Turning Movement Counts at various intersections for the 45th – Oliver to Woodlawn Street Reconstruction project for clarification of the length of the study. Councilmember Smith seconded the motion. *Motion carried 5-0.*

- C. Consideration of an Agreement for Professional Services with Garver for the Design, Construction Staking, Construction Administration and Construction Observation services for Arthur Heights in the amount of \$110,900.00.**

**MOTION:** Councilmember Davied moved to approve an Agreement for Professional Services with Garver for Design, Construction Staking, Construction Administration and Construction Observation services for Arthur Heights in the amount of \$110,900.00 and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

- D. Consideration of a Supplemental Agreement for Professional Services with Garver for extending their Construction Engineering services for the Woodlawn Project.**

Patrick Herman, Garver, and City Engineer Anne Stephens stood for questions from the Council.

**MOTION:** Councilmember Dehn moved to approve a Supplemental Agreement for Professional Services with Garver for extending their Construction Engineering services for the Woodlawn Project in the amount of \$125,464.95 and authorize the Mayor to sign.

The motion died for lack of a second. Discussion followed.

**MOTION:** Councilmember Davied moved to approve a Supplemental Agreement for Professional Services with Garver for extending their Construction Engineering services for the Woodlawn Project in the amount not-to-exceed \$125,464.95 and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

- E. Consideration of a quote for Repair and Plastering of Central Park Pool. Three quotes were received:**

Mid-West Plastering LLC	\$47,200
Mid America Pool Renovation	\$67,070
Mid America Pool Renovation	\$81,650 (exposed aggregate finish)

**MOTION:** Councilmember Smith moved to accept the quote from Mid-West Plastering LLC in the amount of \$47,200 for Repair and Plastering of Central Park Pool

and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

**F. Consideration of acquiring Right-of-Way from Envision Management LLC for the 53rd Street Reconstruction Project.**

**MOTION:** Councilmember Smith moved to approve the receipt of right-of-way from Envision Management LLC for the 53rd Street Reconstruction Project and authorize the Mayor to sign. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

**XIII. EXECUTIVE SESSION**

**MOTION:** Councilmember Hamburg moved to go into executive session for the sole purpose of discussion the subject of: attorney-client privilege, pursuant to the KSA 75-4319 exception for: attorney-client privilege. Invite the City Manager and the City Attorney. The meeting will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 9:05 p.m. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

The Council then held an executive session. At 9:05 p.m. the Mayor called the meeting back to order in open session and stated that no binding action had been taken.

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

**XV. ADJOURNMENT**

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

The meeting was adjourned at 9:06 p.m.

To: Bel Aire City Council  
CC: Ty Lasher  
CC: Anne Stephenson  
CC: Marty McGee

September 18, 2023

The Aurora Park Gravel Roads Task Force was established in November 2022, to study, discuss, and make recommendations to the City Council for issues related to the gravel streets in Aurora Park.

The Task Force proceeded to study different types of common rock used for roads, different methods of possible dust suppression and soil stabilization products. It was determined by the Task Force that the most sustainable and economical option for both the residents of Aurora Park and the City of Bel Aire would be to use a 1" hard rock for the surface of the roads.

A test of the proposed rock was presented to and approved by the City Council on May 2<sup>nd</sup>, 2023. Testing of the 1" hard rock began on May 18<sup>th</sup>, 2023, and is still ongoing. The section of road used for the test is on Harding Street from the concrete transition just North of 37th street on Harding, to the North end of Harding Street. The rock was put down on the roadbed at a depth of approximately 2".

During this time, the rock has shown little degradation, and has produced less dust than other products used previously. It has also appeared to produce less of a "wash boarding" effect after heavy rainfalls and has required little maintenance by the Department of Public Works.

The Department of Public Works was requested to provide maintenance on the test section one time on July 31<sup>st</sup>. That was to move excess rock that had migrated to the edge of the road, back to the center of the road. There has been no other maintenance required on the test section to date.

The cost of the rock to the City of Bel Aire at the time of the test was \$17.00 per ton, as opposed to \$19.60 per ton for the KGE rock that is currently being used on the rest of the roads in Aurora Park, providing a cost savings to the City of \$2.60 per ton.

Task Force members have discussed the performance of the test rock with residents of Aurora Park and have received generally positive reviews. Some comments were "rock has not broken down yet", "it has not washed into the ditches", "there is much less dust- and what there is, is not as fine", "too thick at 2" depth, can't ride a bike or push a stroller". We believe the negative comments can be addressed with slight changes in the process of implementing the new rock. Please see attached to this recommendation some suggested options for installation and maintenance of the 1" hard rock.

Based on the performance of the rock, resident feedback, and the expected annual cost savings to the City of Bel Aire, it is the recommendation of the Aurora Park Gravel Roads task Force that the from this date forward, that the City of Bel Aire use the 1" Hard Rock from Northridge Sand LLC on all unpaved roads in the Aurora Park Subdivision. We request that this be completed as soon as feasible, preferably by the end of 2023, or first quarter of 2024.

Sean T. Matheny  
Chairperson

Aurora Parks Gravel Road Task Force: Marty Couey, Chad Crittendon, Lisa Bellecci, Carolyn Gunzelman, Gary Breault, Logan Schrag, Judy Schroeder, Mark Schroeder, Connie White, Butch Amey.

While the Task Force recognizes and relies on the expertise of the Department of Public Works, please find below some suggestions based on information found during our studies and testing for implementing and maintaining the 1" hard rock.

Initial Installation:

1. Remove existing KGE, Limestone and road gravel, to a depth that provides a solid base for new rock.
2. Wet road base thoroughly with water to provide optimal base for application of 1" hard rock.
3. Apply approximately a 1" depth of hard rock to road.
4. Let traffic drive over and pack the rock into the roadbed. (Unless the City decides to use a roller)
5. After 2 weeks, return and topcoat the roads with another 1" layer of hard rock.

Maintenance:

1. As needed, have grader angle blade to center of road, and move excess rock back to center of the road.
2. Smooth "wash boarding" as needed.
3. Fill in bare spots and holes with excess 1" hard rock as needed.

It is also recommended that the Public Works Department keep a surplus of the 1" hard rock on hand for the necessary maintenance as outlined above.

CITY OF BEL AIRE		
AP ORD 23-18		
Vendor AND Payroll Checks 09/13-09/25/23		
ADOBE	ANNUAL SUBSCRIPTION-WICHMAN	\$ 227.90
ARK VALLEY NEWS	BREEZE AD; LEGAL PUBLICATIONS:AUG	\$ 978.08
AUTOZONE	FLEET MAINTENANCE	\$ 66.47
BANK OF NEW YORK	541071:10/23 O&M /DEBT SVC	\$ 92,955.29
BEALL & MITCHELL, LLC	09/23 JUDGE TERRY BEALL	\$ 1,237.98
BEAR TIRE, INC.	FLAT REPAIR	\$ 25.00
BEST BUY	AV RM PRESENTATION REMOTE	\$ 99.99
CHARLIES CAR WASH LLC	FLEET CAR WASH	\$ 110.75
COX COMMUNICATION:WATER T	I.T.BACKUP:WATER TOWER	\$ 154.95
COX COMMUNICATIONS:CH	INTERNET/PHONE SVC	\$ 859.67
COX COMMUNICATIONS:PBWRKS	INTERNET/PHONE SVC	\$ 292.49
COX COMMUNICATIONS:REC	INTERNET/PHONE SVC	\$ 194.64
CULLIGAN OF WICHITA	WATER SERVICE	\$ 7.95
DILLONS	FUNERAL FLOWERS	\$ 121.81
DONDLINGER & SONS CONSTRU	WOODLAWN PUMP STATN DRAIN LINE	\$ 5,080.00
ELITE LANDSCAPING	CONTRACT MOWING	\$ 150.00
EMC INSURANCE COMPANIES	LIABILITY INS	\$ 3,086.00
EMPAC	EMPLOYEE ASSIST PROG:QTR #4	\$ 345.00
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 577.00
EPIC SPORTS	REC SPORTS EQUIPMENT	\$ 320.16
ESRI INC	GIS SOFTWARE RENEWAL	\$ 303.78
EVERGY - STREET LIGHTS	ELEC SVC:STREET LIGHTING	\$ 7,797.84
EWING IRRIGATION PRODUCTS	CP-IRRIGATION SUPPLIES	\$ 325.68
FELIX'S LANDSCAPING & IRR	REC:IRRIGATION REPAIR	\$ 240.00
FICA/FEDERAL W/H	FED/FICA TAX	\$ 25,281.29
FIRESTONE	PD FLEET MAINTENANCE	\$ 1,369.04
FREMAR CORPORATION	ROCK/SALT/SAND/SOIL MATERIALS	\$ 1,573.30
GILMORE & BELL	2022 ANNUAL REPORT	\$ 1,200.00
HYATT	FBINAA TRAINING CONF:ATTEBERRY	\$ 1,239.67
INDEED JOBS	JOB POSTINGS	\$ 211.85
KANSAS GAS-CH	GAS SVC:CH	\$ 121.03
KANSAS GAS-MAINT SHOP4103	GAS SVC:MAINT SHOP	\$ 92.64
KANSAS GAS-POOL	GAS SVC:POOL	\$ 47.09
KANSAS GAS-PUMPHOUSE 4105	GAS SVC:PUMPHOUSE	\$ 47.71
KANSAS GAS-REC	GAS SVC:REC	\$ 93.45
KANSAS GOLF AND TURF-WICH	MOW EQUIP REPAIR/SUPPLIES	\$ 84.38
KANZA CO-OPERATIVE ASSOC	BULK FUEL:PW	\$ 3,169.07
KEY EQUIPMENT	WAND FOR SEWER VAC TRUCK	\$ 365.70
KS DEPT CHILDREN-FAMILIES	REFUND UTILITY OVER PYTS	\$ 2,220.87
KS DEPT OF ADMINISTRAT	2022 FILED AUDIT	\$ 300.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,407.85
KS DEPT REVENUE:SALES TAX	08/23 SALES TAX	\$ 2,177.22
KS PEACE OFFICERS ASSOC	CONFERENCE REGISTRATION	\$ 175.00



KS PUBLIC EMPL RETIRE SYS	KPERS	\$ 16,619.41
LANDWORKS STUDIO	BEL AIRE PARKS MASTER PLAN	\$ 233.41
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	\$ 1,125.00
LEEKERS FAMILY FOODS	NNO FOOD	\$ 50.43
MARTIN PRINGLE	RE: WICHITA HOOPS BANKRUPTCY	\$ 133.00
MAXIMUM OUTDOOR EQUIPM	MOWER FUEL VALVE	\$ 22.09
MCDONALD TINKER PA	LEGAL:CCUA & GENERAL CONSULT	\$ 262.50
MUNICIPAL SUPPLY INC	WATER LINE REPAIR	\$ 983.23
PACE ANALYTICAL SERVICES	SW:SUSPENDED SOLIDS TESTING	\$ 1,231.50
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 186.54
PROFESSIONAL TURF PRODUCT	CP LAKE FOUNTAIN REPAIR	\$ 3,087.96
PSHRA	HR:ANNUAL MEMBERSHIP	\$ 175.00
RAVENS CRAFT IMPLEMENT INC	MOWER PARTS	\$ 6.60
RESTREAM, INC.	STREAMING PLATFORM CITY MEETIN	\$ 152.00
SAMS CLUB	NNO SUPPLIES	\$ 626.99
SEDG CO DEPT FINANCE/JAIL	09/23 PRISONER HOUSING FEES	\$ 204.05
SHRM	MEMBERSHIP	\$ 244.00
SIMPLE CLEAN	10/23 JANITORIAL SVC:CH,PW,REC	\$ 2,824.60
SIMPLOT PARTNERS	REC HERBICIDE	\$ 474.35
SUMNERONE	COPIER CONTRACTS	\$ 274.83
SUN LIFE FINANCIAL - VOLU	10/23 VOLUNTARY LIFE PYMNT	\$ 561.37
SYDNEY MARTENS	RESTITUTION FOR CASE 22BA0806	\$ 200.00
TARGET 00019448	NNO SUPPLIES	\$ 50.16
TERRACON	WOODLAWN BORINGS	\$ 2,650.00
THE HOME DEPOT #2204	HARDWARE	\$ 169.69
USPS	MAIL WATER SAMPLES	\$ 13.05
WALMART	COUNCIL SNACKS & DRINKS	\$ 261.32
WEX BANK	FLEET FUEL	\$ 4,795.36
WICHITA TRACTOR	LOADER LINKAGE	\$ 187.50
ZOOM	ANNUAL MEMBERSHIP	\$ 149.90
PAYROLL CHECKS	PAYROLL CHECKS ON 09/13/2023	\$ 77,626.56
	<b>CLAIMS TOTAL</b>	<b>\$ 276,154.53</b>

*TH*  
SEP 26 2023

(Published in *The Ark Valley News* on October 12, 2023)

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

### **AN ORDINANCE APPROVING THE RECOMMENDATION OF THE BEL AIRE PLANNING COMMISSION CHANGING THE ZONING DISTRICT CLASSIFICATION OF CERTAIN LANDS LOCATED IN THE CITY OF BEL AIRE, KANSAS UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY.**

WHEREAS, the Governing Body of the City of Bel Aire, Kansas (the "City") has received a recommendation from the Bel Aire Planning Commission on Case No. ZON-23-02; and

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held on Case No. ZON-23-02 on August 24, 2023, all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

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

SECTION 1. The Governing Body supports the recommendation of the Bel Aire Planning Commission and approves the rezoning of the tract of land from SINGLE-FAMILY DISTRICT (R-4) to a MULTI-FAMILY (R-5) ZONING USES.

#### **Legal Description**

That part of the Northeast Quarter of Section 24, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at the northeast corner of said Northeast Quarter; FIRST COURSE, thence S00°09'40"E, (basis of bearings, east line of said Northeast Quarter as platted in Chapel Landing, Bel Aire, Sedgwick County, Kansas), coincident with the east line of said Northeast Quarter, a distance of 95.19 feet to the intersection with the southeast line of an Enbridge Pipeline (KPC) Amendment of Right of Way Contract described and recorded in the Office of the Sedgwick County Register of Deeds in DOC.# /FLM-PG: 28860053 and the southeast line of a ConocoPhillips Amendment of Right-of-Way Agreement described and recorded in the Office of the Sedgwick County Register of Deeds in DOC.#/FLM-PG: 28883860, (hereinafter referred to as Pipeline Rights-of- Way); SECOND COURSE, thence S64°1 7'22"W coincident with the southeast line of said Pipeline Rights-of-Way, a distance of 998 .47 feet to the most northerly northeast corner of Reserve "X" as platted in Chapel Landing, Bel Aire, Sedgwick County, Kansas; THIRD COURSE, thence continuing S64°1 7'22"W coincident with the southeast line of said Pipeline Rights-of-Way and coincident with the northwest line of said Reserve "X", a distance of 528.94 feet to the southeast corner of Reserve "II" as platted in said Chapel Landing; FOURTH COURSE, thence N19°42'50"W coincident with the east line of said Reserve "II", a distance of 89. 40 feet to the northeast corner of said Reserve "II", said northeast corner also being the southeast corner of Reserve "A", Bristol Hollows, City of Bel Aire, Sedgwick County, Kansas; FIFTH COURSE, thence continuing N19°42'50"W coincident with the east line of said Reserve "A", a distance of 664.28 feet to the northeast corner of said Reserve "A"; SIXTH COURSE, thence N00°17'10"E, a

distance of 60.00 feet to the intersection with the north line of said Northeast Quarter; SEVENTH COURSE, thence S89°42'50"E coincident with the north line of said Northeast Quarter, a distance of 1628.16 feet to the point of beginning, subject to a 30.00 foot road right-of-way lying south of and abutting the north line of said Northeast Quarter and a 50.00 foot road right-of-way lying west of and abutting the east line of said Northeast Quarter.

Section 2. Upon the taking effect of this Ordinance, the above zoning change shall be entered and shown on the Official Zoning Map(s) as previously adopted by reference and said map is hereby reincorporated as a part of the Zoning Regulations as amended.

Section 3. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City, approval by the Mayor and publication once in the official newspaper of the City.

*[Remainder of Page Intentionally Left Blank]*

PASSED AND APPROVED by the Governing Body of the City of Bel Aire, Kansas  
this 3rd day of October, 2023.

CITY OF BEL AIRE, KANSAS

[seal]

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

ATTEST:

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



# MINUTES PLANNING COMMISSION

7651 E. Central Park Ave, Bel Aire, KS  
September 14, 2023 6:30 PM



## I. Call to Order

## II. Roll Call

James Schmidt, John Charleston, Edgar Salazar, Phillip Jordan, Paul Matzek present, and Dee Roths was absent.

Also present were, Planning Commission Secretary and City Engineer, Anne Stephens, Assistant City Manager and Director of Finance, Ted Henry, City Attorney, Maria Schrock, and Code Enforcement Officer, Garrett Wichman.

## III. Pledge of Allegiance to the Flag

Chairman Schmidt led the Pledge of Allegiance.

## IV. Consent Agenda

### A. Approval of Minutes from Previous Meeting

**Motion:** Commissioner Matzek made a motion to approve the minutes from August 10, 2023. Commissioner Jordan seconded the motion. *Motion Carried 5-0*

## V. Old Business/New Business

- A. ZON-23-02 Rezoning: Approximately 13.6 acres zoned R-4 single-family district, to a R-5 multi-family at the southwest corner of 53<sup>rd</sup> St N and Woodlawn Blvd. (Chapel Landing 7th)

Chairman Schmidt asked the Planning Commission members if any of them have received any ex parte verbal or written communications prior to this hearing which they would like to share with all the members at the time of the meeting. None of the Commissioners remarked on having any ex parte verbal or written communications prior to this hearing.

Chairman Schmidt opened the public hearing.

Representing the applicant was Phil Meyer with Baughman Company. The applicant is requesting to change the approximately 13.6 acres zoned R-4 single-family district to an R-5 multi-family at the southwest corner of 53<sup>rd</sup> St N and Woodlawn Blvd

(Chapel Landing 7<sup>th</sup>). Phil Meyer mentioned to the Commission that Jay Russell spoke with the neighborhood, listened to some of their concerns, and was working to accommodate their concerns on the southern parcel. This request is solely for rezoning of the north parcel. The south parcel will be presented at a later date.

Chairman Schmidt closed the hearing, with no additional parties requesting to speak.

Several commissioners remarked that their perception of the development in relation to the Golden Factors was very similar to the findings as presented in the staff report.

**Motion:** Chairman Schmidt made a motion to adopt the findings of fact of the staff as presented and recommend to the City Council approval to change the zoning district classification of the subject property from R-4 single-family district, to a R-5 multi-family based on such findings of fact. Commissioner Jordan seconded the motion.

***Motion Carried 5-0***

**B. SD-23-02 Preliminary Plat:** Proposed plating of approximately 13.6 acres. (Chapel Landing 7<sup>th</sup>)

Chairman Schmidt opened the public hearing.

Representing the applicant was Phil Meyer with Baughman Company. The applicant is proposing plating of approximately 13.6 acres for Chapel Landing 7<sup>th</sup>. Phil stated that more water and sewer will be added to support the development, and they are working until the owners of Bristol Hollows to turn the existing dry detention pond in Reserve A, Bristol Hollows into a wet pond and are also hoping to install a playground in the south end of the same Reserve.

Commissioner Matzek asked Phil what type of homes will be added to this area and the response from Phil was, single-family/two story homes. Commissioner Jordan wanted to know thoughts to add a play and green-space for the neighborhood. Phil did state that they are proposing a park by the wet detention pond that will have public access for the community.

Chairman Schmidt closed the public hearing.

The Commission had brief conversation stating that the applicant did make all of the proper changes as recommended from the previous meeting such as turn-arounds instead of hammerheads, green-space and made the reduction from three approaches to two approaches.

**Motion:** Commissioner Jordan made a motion to accept the Chapel Landing 7<sup>th</sup> Addition Preliminary Plat with the condition that the drainage agreement regarding Reserve A Bristol Hollows between the ownership of Chapel Landing 7<sup>th</sup> and Bristol Hollows Reserve A be reviewed and approved by the City of Bel Aire without additional conditions. Commissioner Charleston seconded the motion. ***Motion Carried 5-0***

**VI. Next Meeting: Thursday, October 12 at 6:30 PM**

**Motion:** Chairman Schmidt made a motion to approve the next meeting date of Thursday, October 12, 2023 at 6:30 p.m. Commissioner Jordan seconded the motion. ***Motion Carried 5-0***

**VII. Current Events**

The Commission was notified that the City's Fall Curbside Clean-Up will be held on October 7, 2023 and the Fall Festival on October 21, 2023. Watch the City's social media page for additional information.

**VIII. ADJOURNMENT**

**Motion:** Chairman Schmidt made a motion to adjourn. Commissioner Jordan seconded the motion. ***Motion Carried 5-0***

FOR MEETING OF	9/14/23
CITY COUNCIL	
INFORMATION ONLY	

City of Bel Aire

## STAFF REPORT

DATE: 09/07/2023

TO: Bel Aire Planning Commission

FROM: Keith Price

RE: Agenda

### SUMMARY:

#### **ZON-23-02, Chapel Landing 7<sup>th</sup>, Rezoning and preliminary plat (SD-23-02)**

The Applicant and Applicant's Agent met with City staff following the Sketch plan for a PUD from the previous meeting, the items requested within the PUD matched an R-5 zoning district.

Both the rezoning and plat continuation were advertised in the Ark Valley Newspaper and property owners in the required range of 200' of the larger parcel were notified as required to re-zone the R-4 district to an R-5 district for single-family houses.

The preliminary plat was revised with the latest version in the packet. The rezoning and the plat will be two separate actions on the agenda. The rezoning would be the first item to consider before the revised preliminary plat.

The following criteria shall be the basis for evaluation of the rezoning request in relation to the specific case being considered:

#### **1. The character of the neighborhood;**

The subject property zoned R-4 **The zoning and uses of properties nearby**

R-4, R-5, and R-3 for Bel Aire; SF-20 in the larger lots in Kechi. The pipeline

#### **The suitability of the subject property for the uses to which it has been restricted;**

City staff has compared this request to the approved Master growth Plan and agrees the project rezoning request would be a down zoning from the figure 3.4 showing mixed use/local commercial. Figure 3.5 intensity level is a 3; medium density residential is a level 2.

#### **2. The extent to which removal of the restrictions will detrimentally affect nearby property;**

City staff no adverse effect is expected.

#### **3. The length of time the subject property has remained vacant as zoned;**

The City did rezone this property to R-4 in 2021 by Ordinance 671 this property wasn't platted in 2008 with the larger plat Chapel landing. The property has a difficult layout because of the pipelines and arterial streets -53<sup>rd</sup> and Woodlawn create a triangle shaped parcel.

#### **4. The relative gain to the public health, safety and welfare by the destruction of the value of petitioner's property as compared to the hardship imposed upon the individual landowners;**



No hardship is expected to be caused by the development.

**5. Recommendations of permanent staff;**

Yes because 2018 Master Growth plan was approved by City Council. The Comprehensive plan also indicates that C-1 would be a good fit; R-5 is a down-zone zoning district.

**6. Conformance of the requested change to the adopted or recognized master plan being utilized by the city.**

Yes the 2018 Master Growth plan based on figure 3.5 and the difference of intensity is less than but with in two steps of the current zoning or within two steps of the vision plan within the city comprehensive plan.

**The opinions of other property owners may be considered as one element of a decision in regard to the amendment associated with a single property, however, a decision either in support of or against any such rezoning may not be based upon a plebiscite of the neighbors**

Planners ask questions related to type of housing, (this may have been answered by the developer during the previous meetings). Staff recommends the rezoning and preliminary plat. The city should have a developer's agreement and require covenants at the time of the final platting is ready for final approval.

**SD-23-02 Chapel Landing 7<sup>th</sup>, Preliminary plat**

The plat was readvertised in the Ark Valley Newspaper as an extra effort to announce the continuation of the platting process.

The city received updated submittals; the revised plat will be in your packet.

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





## ZONING CHANGE APPLICATION CITY OF BEL AIRE, KANSAS

An application to change a land use of a property falls under the City of Bel Aire zoning regulations titled "Zoning District Change". A site plan is required as part of every zoning change application submitted to the City. This document will be used for meetings and public hearings regarding your request and should be neat, legible, well labeled, and drawn to scale. Submit the site plan to:

City Hall  
7651 E Central Park Ave  
Bel Aire, Kansas 67226  
Attention: City Administrator

The site plan must contain the following elements:

1. **Sheet Size:** The site plan should be no larger than 11" x 17" and no smaller than 8 ½" x 11". Site plans for larger projects (greater than 6 acres), may be larger, with the approval of City Staff.
2. **Title:** A brief description of the zoning change.
3. **Applicant Name:** Name of the applicant and the agent who prepared the drawing, if applicable.
4. **North Arrow:** Indicate the north direction with respect to the project, Lot, or structure.
5. **Scale:** The scale should be adequate to portray the project, Lot, or structure on the sheet size required. For example, a Lot that is 70 feet by 100 feet can adequately be portrayed at a scale of 1" = 20' (in inch equals 20 feet) on an 11" x 17" sheet of paper. The scale should not be smaller than 1" = 20' and 1" = 50' for larger properties.
6. **Dimensions:** In addition to adequate scale representation, all key features (lot, buildings, driveways, etc.) on the site plan shall have dimensions in feet noted for all sides.
7. **Legal Description:** Legal description of Lot(s) or parcels requiring a zoning change. This description can be in the form of Lots and Blocks.
8. **Existing Conditions:** Indicate all structures and features as they exist on the property. These should be drawn to scale, as described above, and shall include, but not be limited to:
  - All structures and buildings
  - Parking Spaces
  - Fences
  - Significant trees or stands of trees
  - Other landscaping

- Floodplains
- Water area or features
- Significant topographical features
- Utilities, above and below ground
- Drainage patterns

9. All required zoning setbacks and easements: Using a dashed line, indicate all required zoning setbacks and utility, drainage, or other easements relative to the project, Lot(s), or structure.

10. All roads/streets adjacent to the property and access points off of those roads: Indicate all roads/streets, including the rights-of-way that surround or intersect the property, including alleys. Indicate all points of access (driveways) from the streets to the project, Lot (s), or structure. Indicate how each road/street is developed, e.g. paved, dirt, undeveloped.

11. Surrounding structures and uses if appropriate: Indicate surrounding uses and zoning as they apply to the request.

12. Modifications by the zoning change: Indicate any modifications to the existing structures or features that will result if the zoning change request is approved. If these modifications or additions are extensive, a second site drawing might be necessary to clarify the changes. These modifications or new features may include, but are not limited to:

- Buildings
- Structures
- Parking areas
- Vehicular drives
- Pedestrian walks
- Location and height of light fixtures
- Location of trash receptacles and loading areas
- Landscaped areas

13. An application shall be accompanied by a current abstractor's certificate containing a legal description of the area in the application as well as the name and address of the owner, and shall include the names and mailing addresses (with zip codes) of all property owners within the prescribed distance measured from the perimeter of the application area.

14. An application for zoning change shall be accompanied by the appropriate filing fee, (\$500.00 plus publication) and is payable to the City of Bel Aire.

## APPLICATION

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

☒ Change Zoning Districts: From: R-4 to R-5

☐ Amendments to Change Zoning Districts \_\_\_\_\_

### City of Bel Aire Planning Commission

☐ Approved      ☐ Rejected

Name of owner 53rd & Oliver, LLC (Jay Russell)

Address PO Box 75337, Wichita, KS 67275-0337 Telephone 316-371-4499

Agent representing the owner Baughman Company, P.A. (Philip J. Meyer)

Address 315 S Ellis St, Wichita, KS 67211 Telephone 316-262-7271

1. The application area is legally described as Lot(s)           \*          ; Block(s)           \*          ,           \*           Addition, Bel Aire, Kansas. If appropriate, a metes and bounds description may be attached. \*See attached for legal description.

2. The application area contains 13.59 +/- acres.

3. This property is located at (address) n/a which is generally located at (relation to nearest streets) southwest corner of 53rd St N and Woodlawn Blvd.

4. The particular reason for seeking reclassification:

to allow for a residential subdivision on undeveloped property.

5. County control number:           Pin No. 00570714

6. NAMES OF OWNERS - For land inside the city limits, an ownership list of the names, addresses and zip codes of the owners of record of real property located within 200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

If such area is located adjacent to but within the city limits, the ownership list, in addition to the 200 feet inside the city limits, shall provide similar information extending to 1,000 feet into the unincorporated area.

If such area is located outside the city limits, the ownership list shall extend for 1,000 feet in the unincorporated area and, if the latter extends into the city limits, then such owners for 200 feet inside the city must also be included on the list.

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

1. Applicant 53rd & Oliver, LLC (Jay Russell) Phone 316-371-4499  
Address PO Box 75337, Wichita, KS Zip Code 67275-0337

Agent Baughman Company, P.A. (Philip J. Meyer) Phone 316-262-7271  
Address 315 S. Ellis St, Wichita, KS Zip Code 67211

2. Applicant n/a Phone \_\_\_\_\_  
Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Agent n/a Phone \_\_\_\_\_  
Address \_\_\_\_\_ Zip Code \_\_\_\_\_

3. Applicant n/a Phone \_\_\_\_\_  
Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Agent n/a Phone \_\_\_\_\_  
Address \_\_\_\_\_ Zip Code \_\_\_\_\_

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

53rd & OLIVER, LLC

BAUGHMAN COMPANY, P.A.

Applicant's Signature

BY

Authorized Agent (if Any)

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

May 28<sup>th</sup> 2004



## OWNERSHIP LIST

PROPERTY DESCRIPTION		PROPERTY OWNER
The NE/4, EXC the W 826.48' thereof; & EXC for Chapel Landing Addition; & EXC for roads, 24-26-1E <b>Subject Property</b>		53rd & Oliver, LLC PO Box 75337 Wichita, KS 67275
The E/2 of the SE/4, 13-26-1E		Katherine M. Jacobs PO Box 344 Kechi, KS 67067
The S 440' of the E 495' of the W/2 of the SE/4, 13-26-1E		McNeil Properties, LLC PO Box 39 Kechi, KS 67067
The SW/4 of the SE/4, EXC the S 440' of the E 495' thereof; & EXC comm 1,230' N of SW corner of SE/4 for p.o.b.; th. N 90'; th. E 475'; th. S 90'; th. W 475' to begin, 13-26-1E		Teresa McNeil & Brian McNeil PO Box 39 Kechi, KS 67067
The S/2 of the SW/4, EXC the S 550' of the E 550' thereof; & EXC for roads, 18-26-2E		Scott R. Bergkamp & Kathleen M. Bergkamp 5500 N. Woodlawn Kechi, KS 67067
Lot 1, Blk A	USD 259 2nd Addition	Unified School District No. 259 903 S. Edgemoor Wichita, KS 67218
Lot 3, Blk 1	Central Park Addition	Scott M. Linnebur & Sophia L. Loehr 5115 N. Colonial Ave. Wichita, KS 67226
Lot 4, Blk 1	"	Jared Miller 5121 N. Colonial Ave. Wichita, KS 67226
Lots 5, 6, 7, & 8, Blk 1	"	Mike Love Construction, Inc. PO Box 7 Valley Center, KS 67147





# Security 1<sup>st</sup> Title

Section XI, Item A.

Lot 9, Blk 1	"	Luna Enterprises, LLC 2901 N. Parkdale Ct. Wichita, KS 67205
Lot 10, Blk 1	"	John O. Irving, Jr. & Tiffinie A. Irving 5210 N. Colonial Ave. Bel Aire, KS 67226
Lot 1, Blk J	Chapel Landing Addition	Charles L. & Sandra D. Kent 6010 E. Forbes St. Wichita, KS 67220
Lot 2, Blk J	"	Aaron Mount 6006 Forbes Ct. Bel Aire, KS 67220
Lot 3, Blk J	"	Justin & Erin Welner 6002 E. Forbes St. Bel Aire, KS 67220
Lot 4, Blk J, & The part of Lot 5, Blk J, begin at SW corner, th. NEly 200.22' to E line; th. SEly 6.72'; th. SWly 200.10' to begin	"	Mark A. & Starlene P. Combs Living Trust 5998 E. Forbes St. Wichita, KS 67220
Lot 5, Blk J, EXC that part begin at SW cor, th. NEly 200.22' to E line; th. SEly 6.72'; th. SWly 200.10' to begin	"	Kasey D. & Jeriel F. Beltz 5994 Forbes Ct. Bel Aire, KS 67220
Lot 6, Blk J	"	Kyle & Johnna Hart 5990 Forbes Ct. Bel Aire, KS 67220
Reserve S1 AND Reserve X	"	Chapel Landing Development, Inc. 3530 N. Beach Club Circle Wichita, KS 67205
Reserve II	"	Woodlawn 53, LLC 3530 N. Beach Club Circle Wichita, KS 67205






# Security 1<sup>st</sup> Title

Section XI, Item A.

Lot 1, Blk A	Chapel Landing 2nd Addition	James O. & Patsy L. Carrico 6229 E. Central Park Ct. Bel Aire, KS 67220
Lots 25 thru 30 inclusive, Blk B	Bristol Hollows Addition	NexPoint SFR SPE 3, LLC 8615 Cliff Cameron Dr., Ste. 200 Charlotte, NC 28269
Reserve A	"	3F2R Holdings, LLC 323 N. Oakwood Dr. Wichita, KS 67208

We hereby certify the foregoing to be a true and correct list of the property owners of the herein before described tracts and lots as shown by the last deed of record filed in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 30th day of June, 2023, at 7:00 A.M.

SECURITY 1<sup>ST</sup> TITLE

By:   
LICENSED ABTRACTER

The Above list shows property owners within either a 200 foot radius or a 1,000 foot radius of the below described tracts. No certification is made as to the relation of any of the tracts and lots described herein within the city limits of Bel Aire or Kechi.

That part of the Northeast Quarter of Section 24, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the NE corner of said NE1/4; thence S00°09'40"E along the east line of said NE1/4, 1,673.30 feet; thence N89°58'06"W, 542.61 feet; thence N54°48'39"W, 171.69 feet; thence N19°39'12"W, 907.42 feet; thence N24°16'49"E, 207.14 feet; thence S64°08'30"W, 528.94 feet; thence N19°42'50"W, 753.68 feet to a point 60.00 feet normally distant south of the north line of said NE1/4; thence N00°17'10"E perpendicular to the north line of said NE1/4, 60.00 feet to a point on the north line of said NE1/4; thence S89°42'50"E along the north line of said NE1/4, 1,628.16 feet to the point of beginning.

Order: OE005379  
KJK

Title Insurance | Closings | 1031 Exchange | Contract Servicing

727 N. Waco, Ste. 300, Wichita, KS 67203

## CHAPEL LANDING

### ZONE CHANGE APPLICATION TO R-5

That part of the Northeast Quarter of Section 24, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at the northeast corner of said Northeast Quarter; FIRST COURSE, thence S00°09'40"E, (basis of bearings, east line of said Northeast Quarter as platted in Chapel Landing, Bel Aire, Sedgwick County, Kansas), coincident with the east line of said Northeast Quarter, a distance of 95.19 feet to the intersection with the southeast line of an Enbridge Pipeline (KPC) Amendment of Right of Way Contract described and recorded in the Office of the Sedgwick County Register of Deeds in DOC.#/FLM-PG: 28860053 and the southeast line of a ConocoPhillips Amendment of Right-of-Way Agreement described and recorded in the Office of the Sedgwick County Register of Deeds in DOC.#/FLM-PG: 28883860, (hereinafter referred to as Pipeline Rights-of-Way); SECOND COURSE, thence S64°17'22"W coincident with the southeast line of said Pipeline Rights-of-Way, a distance of 998.47 feet to the most northerly northeast corner of Reserve "X" as platted in Chapel Landing, Bel Aire, Sedgwick County, Kansas; THIRD COURSE, thence continuing S64°17'22"W coincident with the southeast line of said Pipeline Rights-of-Way and coincident with the northwest line of said Reserve "X", a distance of 528.94 feet to the southeast corner of Reserve "II" as platted in said Chapel Landing; FOURTH COURSE, thence N19°42'50"W coincident with the east line of said Reserve "II", a distance of 89.40 feet to the northeast corner of said Reserve "II", said northeast corner also being the southeast corner of Reserve "A", Bristol Hollows, City of Bel Aire, Sedgwick County, Kansas; FIFTH COURSE, thence continuing N19°42'50"W coincident with the east line of said Reserve "A", a distance of 664.28 feet to the northeast corner of said Reserve "A"; SIXTH COURSE, thence N00°17'10"E, a distance of 60.00 feet to the intersection with the north line of said Northeast Quarter; SEVENTH COURSE, thence S89°42'50"E coincident with the north line of said Northeast Quarter, a distance of 1628.16 feet to the point of beginning, subject to a 30.00 foot road right-of-way lying south of and abutting the north line of said Northeast Quarter and a 50.00 foot road right-of-way lying west of and abutting the east line of said Northeast Quarter.



## OWNERSHIP LIST

PROPERTY DESCRIPTION		PROPERTY OWNER
The NE/4, EXC the W 826.48' thereof; & EXC for Chapel Landing Addition; & EXC for roads, 24-26-1E <b>Subject Property</b>		53rd & Oliver, LLC PO Box 75337 Wichita, KS 67275
The E/2 of the SE/4, 13-26-1E		Katherine M. Jacobs PO Box 344 Kechi, KS 67067
The S 440' of the E 495' of the W/2 of the SE/4, 13-26-1E		McNeil Properties, LLC PO Box 39 Kechi, KS 67067
The SW/4 of the SE/4, EXC the S 440' of the E 495' thereof; & EXC comm 1,230' N of SW corner of SE/4 for p.o.b.; th. N 90'; th. E 475'; th. S 90'; th. W 475' to begin, 13-26-1E		Teresa McNeil & Brian McNeil PO Box 39 Kechi, KS 67067
The S/2 of the SW/4, EXC the S 550' of the E 550' thereof; & EXC for roads, 18-26-2E		Scott R. Bergkamp & Kathleen M. Bergkamp 5500 N. Woodlawn Kechi, KS 67067
Lot 1, Blk A	USD 259 2nd Addition	Unified School District No. 259 903 S. Edgemoor Wichita, KS 67218
Lot 3, Blk 1	Central Park Addition	Scott M. Linnebur & Sophia L. Loehr 5115 N. Colonial Ave. Wichita, KS 67226
Lot 4, Blk 1	"	Jared Miller 5121 N. Colonial Ave. Wichita, KS 67226
Lots 5, 6, 7, & 8, Blk 1	"	Mike Love Construction, Inc. PO Box 7 Valley Center, KS 67147

# Affidavit of Publication

STATE OF KANSAS,  
SEDGWICK COUNTY, ss.

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

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

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

\_\_\_\_\_, 2023      \_\_\_\_\_, 2023  
\_\_\_\_\_, 2023      \_\_\_\_\_, 2023  
\_\_\_\_\_, 2023      \_\_\_\_\_, 2023

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

W.S.

Notary Public

My commission expires \_\_\_\_\_

Additional copies \_\_\_\_\_

Printer's fee \_\_\_\_\_

## Public notice

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

### OFFICIAL NOTICE OF ZONING HEARING

#### TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on September, 14, 2023, the City of Bel Aire Planning Commission will consider the following re-zoning hearing in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

**ZON-23-02.** Proposed re-zoning approximately 13.59+ acres zoned R-4 single-family district, to a R-5 multi-family district and continuation of the platting process tabled for the same area, SD-23-02. The current use farm ground.

**Legal Description:** (A complete legal description is available for public inspection which is on file with the Zoning Administrator at City Hall.)

**General Location:** E 53rd St N and N. Woodlawn

You may appear at this time either in person or by agent or attorney, if you so desire, and be heard on the matter. After hearing the views and wishes of all the persons interested in the case, the Planning Commission may close the hearing and consider a recommendation to the Governing Body, which, if approved under the City Zoning and Sub-Division regulations, would be effectuated by city code. The public hearing may be recessed and continued from time to time without notice.

DATED this 21 day of August 2023.

/s/ Jay Cook  
Bel Aire Planning Commission Secretary

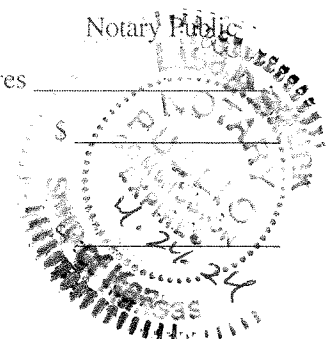
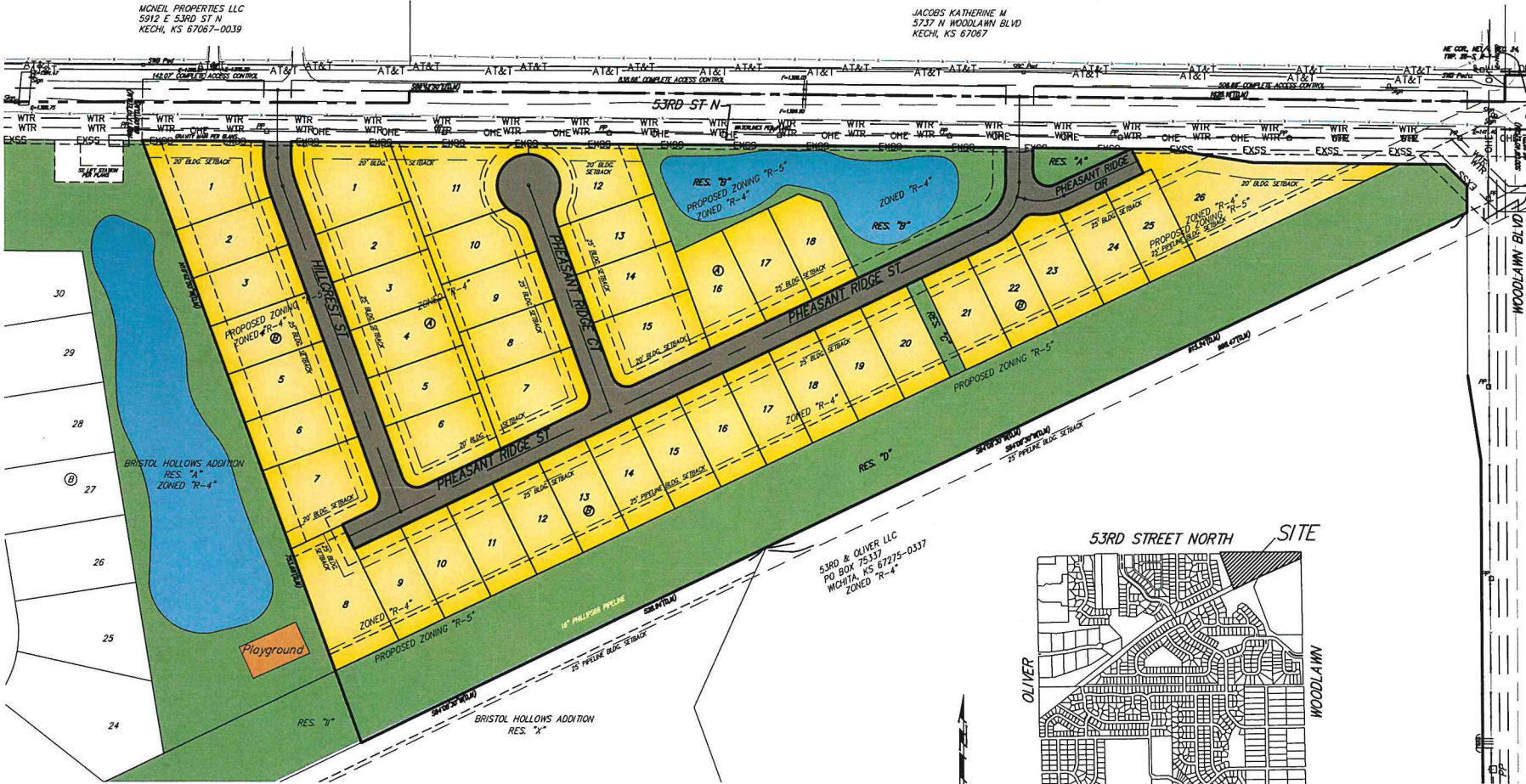


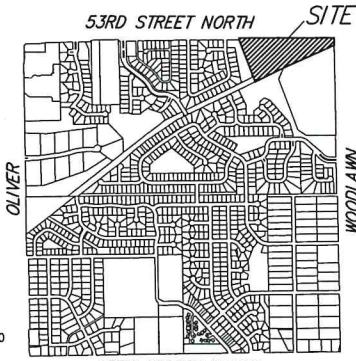
EXHIBIT  
**CHAPEL LANDING 7TH ADDITION**  
BEL AIRE, SEDGWICK COUNTY, KANSAS

MCHIEL PROPERTIES LLC  
5912 E 53RD ST N  
KECH, KS 67067-0039

JACOBS KATHERINE M  
5737 N WOODLAWN BLVD  
KECH, KS 67067



- |   |   |  |
|---|---|--|
|  Reserve/ Open Space |  Residential Lot   |  Playground |
|  Pond                |  Road Right-of-Way |  |



53RD STREET NORTH  
45TH STREET NORTH  
**VICINITY MAP**  
SEC. 24, T26S, R1E

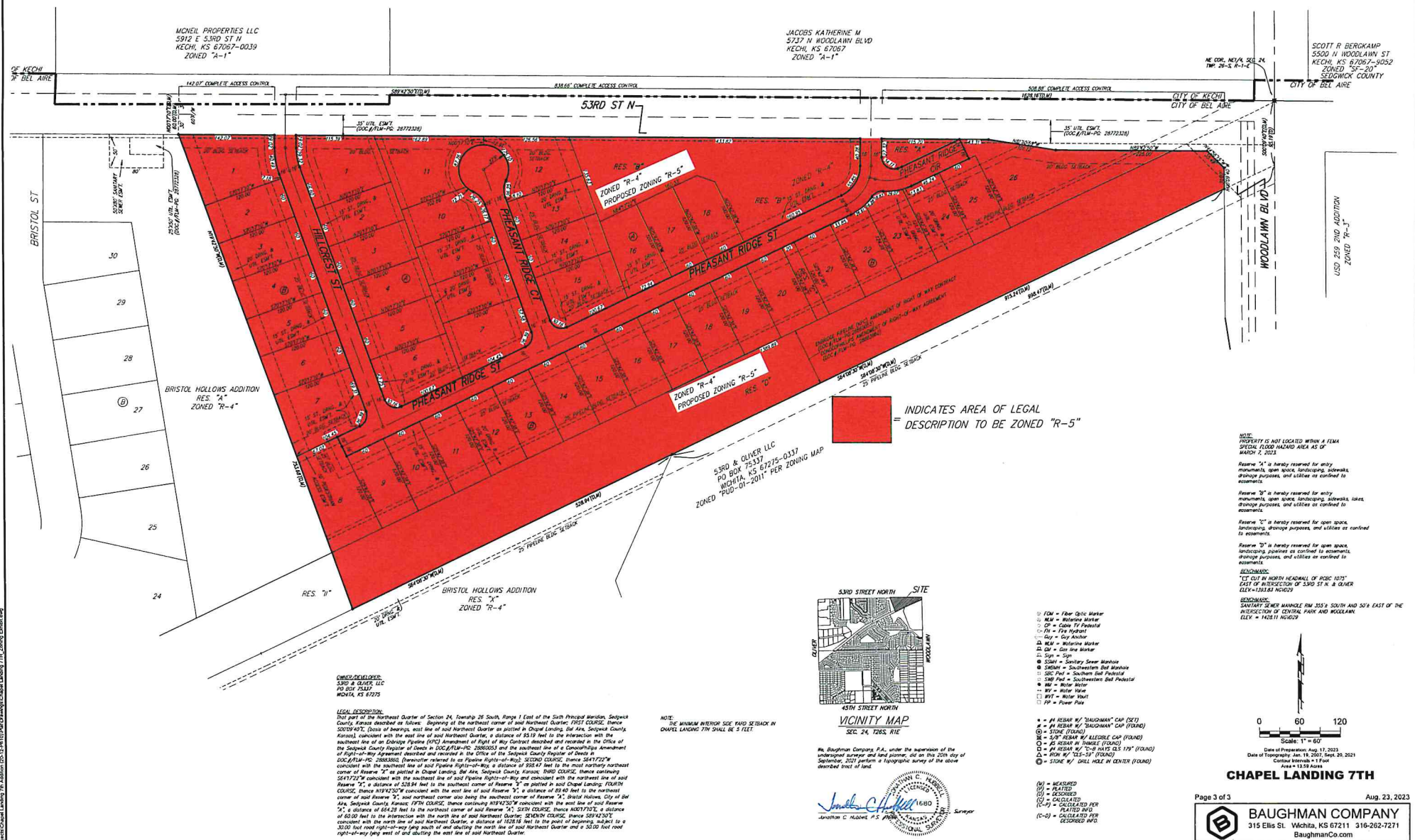
Scale: 1" = 1"  
**OPEN SPACE PLAN**

 **BAUGHMAN COMPANY**  
315 Ellis St. Wichita, KS 67211 316-262-7271  
BaughmanCo.com

Dec. 11, 2020



**ZONING EXHIBIT**  
**CHAPEL LANDING 7TH**  
**BEL AIRE, SEDGWICK COUNTY, KANSAS**



*City of Bel Aire, Kansas*



## STAFF REPORT

DATE: September 12, 2023  
 TO: Ty Lasher, City Manager  
 FROM: Anne Stephens, City Engineer  
 RE: 45<sup>th</sup> – Oliver to Woodlawn Traffic Counts

### **Proposal Focus:**

#### Our Mission

- Attractive growth and safe living – We have a clean city, people are proud of our community. Encourage attractive neighborhoods and new developments through code enforcement and planning/zoning.

#### Our Values

- Small Town Pride, regardless of size – Regardless of how big we get, keep that hometown feeling and attitude.
- Creativity and Innovation – Be open to new ideas, creativity and innovation within the organization and from the community.

### **Current Situation:**

A large part of the decision regarding the configuration of 45<sup>th</sup> Street rests upon the traffic counts, particularly the turning movements at each intersection. As part of Garver's agreement for the design of the project, they presented budgetary numbers for an agreement with The Traffic Group to collect data for the traffic study.

### **Goals:**

- To collect data for use in the traffic study of the 45<sup>th</sup> Street corridor to assist in determining lengths of turn-bays and intersection needs at 45<sup>th</sup> and Oliver.

### **Discussion:**

Garver proposed working with The Traffic Group in their initial scoping of the project and has provided us with an agreement for obtaining the traffic counting services. The agreement has two groups – the first group is intersections that have been identified as the most important with the second group of intersections being “nice to have”. It should be noted that there is an error in the first intersection of Group 2. This intersection is intended to be 37<sup>th</sup> and Oliver and not 44<sup>th</sup> and Oliver.

### **Financials:**

The City is required to pay 100% of all engineering design costs related to the 45<sup>th</sup> Street – Oliver to Woodlawn Reconstruction Project. The City's portion of this project will be paid for with temporary note proceeds. After three years, the temporary note will be refinanced with a GO Bond and the City will pay annual debt service payment over the next 20 years.

### **Recommendation:**

If Council wants a comprehensive view of the current traffic loading on 45<sup>th</sup> Street, the approval of the full count (parts 1 and 2) is recommended. This ensures that nothing is missed, nor left up to an assumption during the design of the road.





A SERVICE DISABLED  
VETERAN-OWNED  
SMALL BUSINESS

**MBE Certified**  
Charles County  
Howard County  
Prince George's County

**MFD Certified**  
Montgomery County

**CORPORATE OFFICE**  
**Baltimore, MD**  
Suite H  
9900 Franklin Square Drive  
Baltimore, Maryland 21236  
410.931.6600  
fax: 410.931.6601  
1.800.583.8411

**DELMARVA OFFICE**  
443.290.4060

**SOUTH CAROLINA OFFICES**  
Columbia: 803.422.9965  
Rock Hill: 410.446.3992

**FIELD OFFICE LOCATIONS**  
Arkansas  
Florida  
Maine  
Mississippi  
New York  
North Carolina  
Ohio  
Pennsylvania  
South Carolina  
Texas  
Utah  
Virginia  
West Virginia

September 11, 2023

Section XI, Item B.

Ms. Anne Stephens, PE  
City Engineer  
City of Bel Aire  
7651 E. Central Park Ave.  
Bel Aire, KS 67226

RE: City of Bel Aire Data Collection  
**TRAFFIC COUNTS**  
Bel Aire, Kansas  
Our Agreement No.: 2022-1214  
Bill Group No.: 001

Dear Ms. Stephens:

While traffic engineering and transportation planning is our passion, exceptional client service and high value to the client is imperative. There is nothing more important and nothing more satisfying to us at The Traffic Group (TTG) than serving you, the client. We want you to succeed and we will assist you to ensure that happens!

Our team believes strongly that the best planning and design solutions come out of a thoughtful, collaborative approach – a partnership – and we look forward to working with you in that capacity.

Thank you for the confidence you have placed in us and for the opportunity to provide traffic consulting services related to the City of Bel Aire Data Collection (the “Project”). Based upon your email, we are pleased to submit the following agreement (this “Agreement”) for your consideration.

## **DESCRIPTION OF WORK (HEREINAFTER, THE “SERVICES”):**

1. Conduct 24-hour Video Vehicle Classification Turning Movement counts with length-based classification to be collected at the following intersections on a Tuesday, Wednesday, or Thursday:
  - E. 45<sup>th</sup> St. at Oliver
  - E. 45<sup>th</sup> St. at Westlake
  - E. 45<sup>th</sup> St. at School Dr.
  - E. 45<sup>th</sup> St. at Edgemoor
  - E. 45<sup>th</sup> St. at Auburn
  - E. 45<sup>th</sup> St. at Farmstead
  - E. 45<sup>th</sup> St. at Woodlawn
  - E. 37<sup>th</sup> St at Parkwood

*All video classification data will be length-based with four classifications available (passenger vehicles, buses, medium trucks, and heavy trucks) and Pedestrians. All data will be submitted in Excel, and video will also be made available upon request.*

2. Conduct 24-hour Video Vehicle Classification Turning Movement counts with based classification to be collected at the following intersections on a Tuesday, Wednesday, or Thursday:

- E. 44<sup>th</sup> St. at Oliver
- E. 45<sup>th</sup> St. at Dundee St.
- E. 45<sup>th</sup> St. at N Hillcrest
- E. 45<sup>th</sup> St. at S Hillcrest

*All video classification data will be length-based with four classifications available (passenger vehicles, buses, medium trucks, and heavy trucks) and Pedestrians. All data will be submitted in Excel, and video will also be made available upon request.*

**NOTE:** If additional services are requested by you or a government agency, we will provide an additional cost agreement or conduct the work on an hourly basis with your authorization.

### **ESTIMATED TIME OF COMPLETION:**

Two weeks from Notice to Proceed. Counts submitted 1 week from completion.

### **FEE:**

- 1. Lump Sum = \$9,850.00.**
- 2. Lump Sum = \$4,950.00.**

Meetings and hearings are not included.

Travel time, meetings, and hearings will be billed on an hourly basis. Our hourly rates are available upon request.

This Agreement, the obligations of the parties hereto, and the Services provided by The Traffic Group, Inc. shall be governed by the Standard Terms & Conditions attached hereto as Exhibit A, which are expressly incorporated herein in their entirety and made a part of this Agreement.

While The Traffic Group, Inc. will not discuss details of the work it is performing on behalf of the Client, the firm is permitted to promote the fact that it has been retained by the Client through posts on its website or in social media, or through news releases or other promotional vehicles.

If the terms and conditions of this Agreement are acceptable to you, please countersign below, return this copy to me, and keep a copy for your files. Each executed counterpart of this Agreement will be deemed to be an original copy of this Agreement and all counterparts together will be deemed to constitute one and the same agreement. Faxed or other electronically delivered signatures may be used in lieu of original signatures and shall constitute effective execution and delivery of this Agreement.

We look forward to working with you on this Project.

Sincerely,



John A. Blair  
Vice President, Data Division

JAB:amr

(M:\Proposals\2022-2014\_City of Bel Aire Data CollectionP\DOCS\PROPOSALS\BG001\_Proposal\_Traffic Counts\_Stephens.docx)

This Agreement (including the Standard Terms & Conditions attached hereto as Exhibit A, which is expressly acknowledged as being received) as stated herein is hereby accepted by the undersigned. The undersigned is an authorized officer or representative of the Client and possesses the power and authority to execute this Agreement on behalf of the Client. The undersigned hereby agrees to unconditionally and irrevocably guarantee full payment and performance of the obligations of Client set forth herein. The undersigned hereby executes this Agreement, under seal, as of the date first set forth above, and upon such execution, authorization to proceed is hereby granted.

Company Name/Responsible Party:

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

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

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

Company Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

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

Special Billing Instructions: \_\_\_\_\_

\_\_\_\_\_

EXHIBIT A

STANDARD TERMS & CONDITIONS

Capitalized terms used herein shall have the means set forth in the agreement between The Traffic Group, Inc. and the Client.

PAYMENT FOR SERVICES:

Invoices for Service may be issued semi-monthly or as otherwise appropriate for the level of work activity as determined in the sole and absolute discretion of The Traffic Group, Inc. Payment is due thirty (30) calendar days from date of invoice. Any late payment shall constitute a material breach of, and default under, the attached Agreement and the unpaid balance shall accrue interest at the monthly rate of one and one-half (1½%) percent per month. Any collection efforts undertaken by The Traffic Group, Inc. (including but not limited to referral to an attorney or collection agency, by judicial proceeding or otherwise) commenced to enforce this Agreement (including recover amounts due under the Agreement), shall become the responsibility of Client and all of The Traffic Group, Inc.'s reasonable costs and expenses associated with the enforcement, including without limitation, attorney's fees, court costs and expenses, whether incurred prior to or during the enforcement action, shall be added to the balance due under the Agreement. The Traffic Group, Inc.'s remedies under the Agreement are cumulative and in addition to, and not in lieu of, any other remedies allowed by law or equity except where specifically stated otherwise herein.

Should invoices remain outstanding for a period in excess of thirty (30) days from the date of the invoice, The Traffic Group, Inc. shall have the sole right to suspend and/or discontinue the Services associated with the Project without penalty. Upon payment of invoice, Client and The Traffic Group, Inc. shall readjust schedules accordingly. No work product, deliverable or other materials will be released or provided to the Client until delinquent accounts have been satisfied in full.

If Client materially breaches this Agreement in any respect, The Traffic Group, Inc. shall be entitled to the immediate payment from Client of all amounts which are or would become due and payable to The Traffic Group, Inc., throughout the full term of the Project including this Agreement, plus interest, in addition to any other remedies allowed by law or under this Agreement.

Should Client decide to terminate this Agreement prior to the completion of the Services contemplated in this Agreement, Client agrees to compensate The Traffic Group, Inc. in full for all Services performed to date prior to the termination.

To the extent that Client's Project constitutes or involves the improvement of property, Client acknowledges that The Traffic Group, Inc.'s Services constitute work for or about the improvement and, as such, constitutes an integral part of said construction or development as set forth in the Maryland Mechanics Lien Law.

In the event Client is a corporation, partnership, limited liability company or any other legal entity, the individual whose signature appears on the Agreement, whether executing the Agreement on behalf of Client or otherwise, hereby agrees to be bound by the terms and conditions set forth in this Agreement and does hereby personally guarantee, jointly and severally with Client, payment for any and all Services, costs, fees, charges, and expenses arising out of or due in connection with the Agreement or The Traffic Group, Inc.'s work for Client.

COMPLIANCE WITH STANDARDS; WAIVER OF REPRESENTATIONS AND WARRANTIES; SPECIAL AND EXTRA SERVICE

The Traffic Group, Inc. shall provide all work, services, and activities in accordance with the Description of Work set forth in this Agreement, in a manner consistent with all applicable codes, laws, regulations, standards and ordinances ("Standards") for the location of the Project, using all commercially reasonable efforts and in a timely manner. Any request by Client which The Traffic Group, Inc. believes could cause or result in a violation of the applicable Standards, The Traffic Group, Inc. shall so advise Client. If Client disagrees with The Traffic Group, Inc.'s assessment, The Traffic Group, Inc. may terminate this Agreement upon five (5) days-notice without penalty. Client shall remain liable to The Traffic Group, Inc. for all services provided through the date of termination.

OTHER THAN COMPLIANCE WITH THE STANDARDS IN A COMMERCIALY REASONABLE MANNER, THE TRAFFIC GROUP, INC. MAKES NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY AND/OR GUARANTEE IS INCLUDED OR INTENDED TO BE INCLUDED IN THIS AGREEMENT OR IN RELATION TO THE SERVICES PROVIDED BY THE TRAFFIC GROUP, INC. UNDER THIS AGREEMENT.

The Traffic Group, Inc. will provide certain services in addition to those listed in the Agreement when such services are requested in writing and authorized by the Client and subsequently agreed to by The Traffic Group, Inc. Such services may include special requests, other than those required by the Agreement; additional meetings requested beyond those identified in the Agreement; changes due to causes beyond the control of The Traffic Group, Inc.; changes due to modifications in the Land Use Plan submitted to The Traffic Group, Inc.; special additional services which may be required if the work is suspended, abandoned, or extended; or any other special engineering services not included above which may be requested. Payment to The Traffic Group, Inc. when authorized, as compensation for these services, shall be in accordance with our hourly rates set forth in the Agreement, and under the same invoicing scheduled as set forth herein.

FILES AND DRAWINGS

Upon satisfaction of all outstanding invoices, Client shall be entitled to make and retain a copy of all data, files, drawings and, if applicable, reports generated by The Traffic Group, Inc. relating to this Project. It is expressly acknowledged and agreed that the ORIGINAL data, files, drawings and, if applicable, reports, are the property of The Traffic Group, Inc. The Traffic Group, Inc. shall retain all such data, files, and original drawings generated in the performance of the Services for a period of time necessary will remain in possession of The Traffic Group, Inc. for a maximum of five (5) years after being generated.

**LIABILITY FOR ACCURACY OF DATA PROVIDED TO THE TRAFFIC GROUP, INC.**

Client shall provide The Traffic Group, Inc. with all information necessary for rendering the services under the Agreement and the Client shall be liable for the accuracy or completeness of the data provided by the Client or any of Client's agents. Client shall obtain from the owner thereof any and all consents required to reproduce data protected by patent, trademark, service mark, copyright or trade secret, and Client indemnifies and holds The Traffic Group, Inc. harmless from any claims, demands, suits, actions, losses or damages against The Traffic Group, Inc. resulting or arising from the reproduction, use or distribution of such materials.

**LIMITATION OF LIABILITY/WAIVER OF CONSEQUENTIAL DAMAGES AND INDEMNIFICATION/NON-ASSIGNABILITY**

CLIENT AGREES TO ALLOCATE CERTAIN OF THE RISKS ASSOCIATED WITH THE PROJECT BY LIMITING THE TRAFFIC GROUP, INC.'S TOTAL LIABILITY TO CLIENT, SUBJECT TO AVAILABLE INSURANCE PROCEEDS, ARISING FROM THE TRAFFIC GROUP, INC.'S SERVICES, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE TRAFFIC GROUP, INC.'S LIABILITY SHALL BE LIMITED TO THE LESSER OF THE ACTUAL COSTS OF THE TRAFFIC GROUP, INC.'S SERVICES PAID THROUGH THE DATE OF THE EVENT TRIGGERING LIABILITY OR AVAILABLE AND APPLICABLE INSURANCE PROCEEDS.

The Client further agrees that The Traffic Group, Inc. shall not be liable for any special, incidental, indirect, punitive, or consequential damages. Rather, Client's sole remedies, upon proper notice to The Traffic Group, Inc., shall be to (a) permit The Traffic Group, Inc. the opportunity to address any and all claims relating to unsatisfactory services provided the Client provides such notice within 30 days of the completion of such Service; and (b) if Client remains unsatisfied with The Traffic Group, Inc.'s Services, to terminate this Agreement.

Client shall indemnify and hold The Traffic Group, Inc. harmless against any claim, demand, suit, action, loss or damage resulting or arising from injury to or death of any employee or agent of The Traffic Group, Inc. (including consultants, subcontractors, or associates retained by The Traffic Group, Inc. for the purpose of fulfilling the terms of the Agreement) while on Client's property or arising out of any act or omission of the Client, its employees or agents.

No part of the Agreement or any other understanding or agreement between The Traffic Group, Inc. and Client may be assigned by Client without The Traffic Group, Inc.'s express written approval, executed by an authorized officer of The Traffic Group, Inc., such approval to be granted at the sole and absolute discretion of The Traffic Group, Inc.

**CONSENT TO JURISDICTION AND FORUM SELECTION**

The parties hereto agree that all actions or proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the Courts of the State of Maryland, County of Baltimore (not City). The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of the Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the Courts of the State of Maryland shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to the Agreement. The Client agrees to venue in the District or Circuit Court of Maryland for Baltimore County. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

**MISCELLANEOUS PROVISIONS**

The Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective, successors-in-interest, and assigns. The Agreement shall be governed by the laws of the State of Maryland without regard to any conflicts of laws rules. Whenever possible, each provision of the Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.

The Agreement constitutes the entire and integrated agreement and understanding between the parties with respect to the subject matter hereof and may only be modified by an agreement signed by all of the parties hereto. A waiver of any term herein or the acquiescence by The Traffic Group, Inc. to insist upon strict compliance with any term or condition recited herein shall not constitute a waiver or any subsequent default or failure, whether similar or dissimilar.

City of Bel Aire, Kansas

## STAFF REPORT



DATE: September 21, 2023  
 TO: Ty Lasher, City Manager  
 FROM: Anne Stephens, City Engineer  
 RE: Elk Creek 3rd Construction Observation Services

### **Proposal Focus:**

#### Our Mission

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

#### Our Values

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

### **Current Situation:**

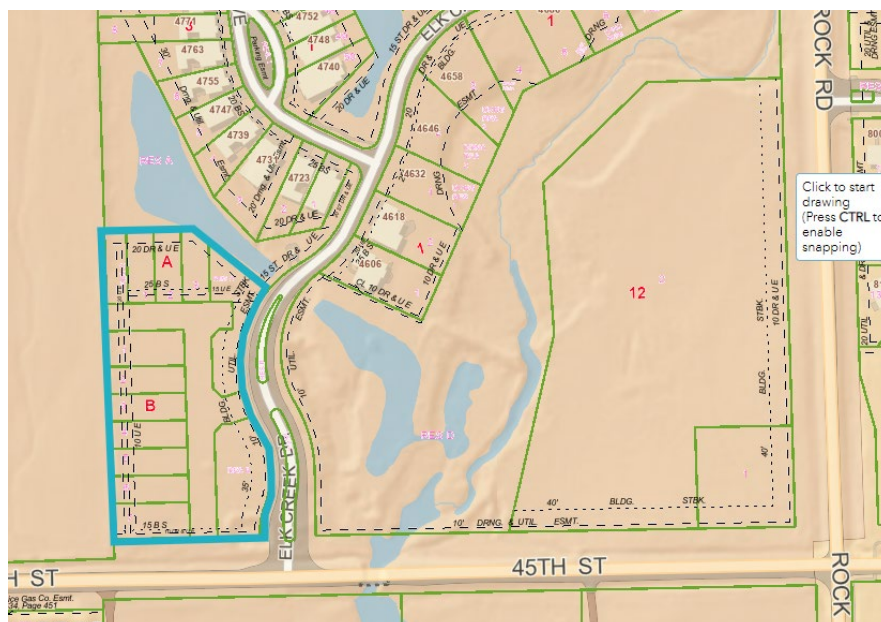
The Developer is ready to initiate the engineering design on Elk Creek 3rd.

### **Goals:**

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

### **Discussion:**

The Developer is ready to begin construction on the public improvements for Elk Creek 3<sup>rd</sup>. Since City Staff do not have time to provide construction observation services, staff have asked Garver to provide a fee for construction inspection services.



**Financials:**

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

**Recommendation:**

Staff recommends that the City Council accept the Agreement with Garver for Construction Observation services for \$43,696.18.





**PROFESSIONAL SERVICES AGREEMENT**  
**2300874 Elk Creek 3<sup>rd</sup> Addition Part Time Construction**  
**Observation**

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

**1. SCOPE OF SERVICES**

1.1. Services. Owner hereby engages Garver to perform the following scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services.

**2. PAYMENT**

2.1. Fee. For the Services described under Section 1.1, Owner will pay Garver on a monthly basis in accordance with this Section and Exhibit B. Owner shall pay Garver all undisputed amounts within thirty (60) days of receipt of an invoice. If any undisputed payment due Garver under this Agreement is not received within forty-five (75) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty. The Owner’s terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

**3. AMENDMENTS**

3.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date (“**Amendment**”). All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

**4. OWNER’S RESPONSIBILITIES**

4.1. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

**5. GENERAL**

5.1. Standards of Performance. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish



and perform its work in accordance with the documents applicable to the contractor's work even when Garver is performing construction observation.

5.2. Deliverables. All reports, specifications, record drawings, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under the applicable Work Order (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

5.3. Instruments of Service. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein. All property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Any Intellectual Property of Garver, or any third party embedded in the Deliverables, shall remain so imbedded and may not be separated therefrom. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants.

5.4. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services, to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

## 6. INSURANCE

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

## 7. INDEMNIFICATION / WAIVERS



7.1. Indemnification. Subject to the limitations of liability set forth in Section 7.2, Garver agrees to indemnify and hold Owner and its personnel harmless from tort damages due to bodily injury (including death) or third-party tangible property damage to the extent such damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

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

7.2.1. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective personnel shall be liable for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

7.2.2. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its personnel's total liability under the Agreement shall be limited to an amount equal to the amount of compensation actually received by Garver from Owner.

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

7.3. The limitations set forth in Section 7.2 apply regardless of whether the claim is based in contract, tort, or negligence, including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

## 8. DISPUTE RESOLUTION

8.1. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY.

## 9. TERMINATION

9.1. Termination. This Agreement may be terminated seven (7) days after written notice and a reasonable opportunity to cure by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof.

## 10. MISCELLANEOUS

10.1. Governing Law. This Agreement is governed by the laws of the State of [Kansas], without regard to its choice of law provisions.

10.2. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.



10.3. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

**11. EXHIBITS**

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

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

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit. Owner and Garver, by signing this Agreement, acknowledge that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded. Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

*Signature Page to Follow*



**IN WITNESS WHEREOF**, Owner and Garver have executed this Agreement effective as of the date last written below ("**Effective Date**").

City of Bel Aire, Kansas

Garver, LLC

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

By: W. Earl Mott, Jr.  
*Signature*

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

Name: Wm. Earl Mott, Jr.  
*Printed Name*

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

Title: Senior Vice President

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

Date: September 27, 2023



## EXHIBIT A (SCOPE OF SERVICES)

Garver shall provide the following Services:

### Construction Observation Services:

- Part time observation for water improvement construction activities (based on 5 hours per working day)
- Part time observation for sewer improvement construction activities (based on 5 hours per working day)
- Part time observation for storm sewer improvement construction activities (based on 5 hours per working day)
- Part time observation for grading, subgrade, aggregate base installation, and curb and gutter construction activities (based on 5 hours per working day)
- Full time observation for roadway pavement/ valley gutter pavement placement days (based on 10 hours per working day)

For clarification, the proposed scope of services does not include:

- Design Engineering
  - Geotechnical Investigations
  - Public Involvement
  - Construction materials testing
  - Full time inspection during the utilities portion and/ or portions of the project leading up to the pavement placement days
  - Preparation of a Stormwater Pollution Prevention Plan
  - Answering RFI's, submitting plan changes or reviewing shop drawings.
  - As built survey
  - Construction staking
  - Design Survey
- ❖ (Working Day) is as defined by the signed agreement between the City of Bel Aire and General Contractor selected to construct the project.
- ❖ Scope and fee is based on a total of 55 Working Days



**EXHIBIT B  
(COMPENSATION SCHEDULE)**

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
<i>Construction Observation Services</i>	\$43,696.18	RATE SCHEDULE
TOTAL FEE	\$43,696.18	

The hourly not to exceed amount to be paid under this Agreement is \$43,696.18. For informational purposes, a breakdown of Garver’s estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver’s control, will be increased four percent (4%) annually with the first increase effective on or about July 1<sup>st</sup>, 2024.

The Owner will pay Garver for Services rendered at the agreed upon rates for each classification of Garver’s personnel (may include contract staff classified at Garver’s discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be \$43,696.18. The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver’s estimated cost is included in this Exhibit B with approximate current hourly rates for each employee classification. The agreed upon rates will be increased annually with the first increase effective on or about July 1<sup>st</sup>, 2024.

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

1. Direct cost for travel outside reproduction and presentation material preparation, and mail/courier expenses.
2. Additional items if applicable.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver’s personnel (may include contract staff classified at Garver’s discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown below in this Exhibit will be increased annually with the first increase effective on or about July 1<sup>st</sup>, 2024.



## AGREED UPON RATES

### APPENDIX B

#### Elk Creek 3rd Addition Construction Phase Services

#### CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	C-1 Observer	C-2 Coordinator							
Construction Phase Service Unit Rates	\$112.00	\$140.00							
	hr	hr		hr	hr	hr	hr	hr	hr
<b>1. Construction Observation</b>									
Part Time Sanitary Sewer, SWS, Water, Grading, and Paving Construction Observation 50 Working Days at 5 hours per day (including Travel)	250								
Full Time (Paving Days) Construction Observation 5 Days at 10 hours per day (including Travel)	50								
Construction Phase Service Coordination, Pay Application Processing, and Oversight. 9 weeks at 1 hours per week		9							
Final Inspection and Punch List	5	2							
Project Closeout and Record Drawings	8	5							
<b>Subtotal - Construction Observation</b>	<b>313</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

LABOR SUBTOTAL - INDIVIDUALS:	\$35,056.00	\$7,235.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LABOR SUBTOTAL - SALARIES:	\$42,291.20								

#### DIRECT NON-LABOR EXPENSES

Garver office to project site (round trip) for 55 total working days \$1,404.98 \*All mileage at \$0.655/mile. 55 round trips for Observer and 10 for Coordinator.

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$1,404.98
---------------------------------------	------------

SUBTOTAL:	\$43,696.18
-----------	-------------

TOTAL FEE:	\$43,696.18
------------	-------------





## Exhibit B

Client

Project Name

Garver Hourly Rate Schedule: July 2023 - June 2024

Classification	Rates	Classification	Rates
<b>Engineers / Architects</b>		<b>Resource Specialists</b>	
E-1	\$ 130.00	RS-1	\$ 104.00
E-2	\$ 144.00	RS-2	\$ 137.00
E-3	\$ 174.00	RS-3	\$ 194.00
E-4	\$ 203.00	RS-4	\$ 268.00
E-5	\$ 247.00	RS-5	\$ 335.00
E-6	\$ 304.00	RS-6	\$ 411.00
E-7	\$ 422.00	RS-7	\$ 460.00
<b>Planners</b>		<b>Environmental Specialists</b>	
P-1	\$ 157.00	ES-1	\$ 104.00
P-2	\$ 196.00	ES-2	\$ 131.00
P-3	\$ 244.00	ES-3	\$ 168.00
P-4	\$ 273.00	ES-4	\$ 198.00
P-5	\$ 308.00	ES-5	\$ 248.00
<b>Designers</b>		ES-6	\$ 318.00
D-1	\$ 118.00	ES-7	\$ 398.00
D-2	\$ 135.00	ES-8	\$ 450.00
D-3	\$ 161.00	<b>Project Controls</b>	
D-4	\$ 193.00	PC-1	\$ 106.00
<b>Technicians</b>		PC-2	\$ 140.00
T-1	\$ 95.00	PC-3	\$ 178.00
T-2	\$ 114.00	PC-4	\$ 229.00
T-3	\$ 139.00	PC-5	\$ 280.00
T-4	\$ 180.00	PC-6	\$ 361.00
<b>Surveyors</b>		PC-7	\$ 454.00
S-1	\$ 58.00	<b>Administration / Management</b>	
S-2	\$ 77.00	AM-1	\$ 75.00
S-3	\$ 103.00	AM-2	\$ 96.00
S-4	\$ 148.00	AM-3	\$ 134.00
S-5	\$ 187.00	AM-4	\$ 171.00
S-6	\$ 218.00	AM-5	\$ 209.00
2-Man Crew (Survey)	\$ 225.00	AM-6	\$ 272.00
3-Man Crew (Survey)	\$ 282.00	AM-7	\$ 320.00
2-Man Crew (GPS Survey)	\$ 245.00	M-1	\$ 510.00
3-Man Crew (GPS Survey)	\$ 302.00		
<b>Construction Observation</b>			
C-1	\$ 112.00		
C-2	\$ 140.00		
C-3	\$ 171.00		
C-4	\$ 221.00		
C-5	\$ 259.00		



### EXHIBIT C (INSURANCE)

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

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

City of Bel Aire, Kansas



## STAFF REPORT

DATE: September 18, 2023

TO: Ty Lasher, City Manager

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

SUBJECT: HVAC Replacement Plan for City Hall

### **Introduction:**

The purpose of this staff report is to present a proposal for the replacement of HVAC (Heating, Ventilation, and Air Conditioning) units at Bel Aire City Hall. The current HVAC system, consisting of 11 air handlers and 11 condenser units, was installed when the building was constructed in 2004. These units have extended their useful life and have required significant maintenance, incurring substantial costs for the City.

### **Current Situation:**

The existing HVAC units have been in service for over two decades, and their performance has deteriorated significantly in recent years. Maintenance records indicate that we have spent a total of \$13,380 on repairs since 2021. These costs are projected to increase as the units continue to age, and the reliability of the system becomes a concern.

### **Proposed Replacement Plan:**

To address the ongoing maintenance issues and improve energy efficiency, we propose a phased replacement plan for the HVAC units at Bel Aire City Hall. The plan is as follows:

#### *Initial Replacement:*

We recommend replacing the four worst-performing HVAC units, focusing on the same area of the building to **minimize disruption to staff** operations. The selection of these units will be based on their current condition, repair history, and energy efficiency. This initial replacement will provide immediate relief and improve comfort conditions for staff.

**Thermostat Upgrades:** As part of Phase 1, we suggest replacing all existing thermostats with user-friendly programmable models. This will not only enhance comfort but also allow for more efficient temperature control and energy savings.

**Installation of Mini-Split Units:** In Phase 1, we recommend adding two mini units. One will be installed in the downstairs conference room and former upstairs conference room, enhancing the comfort of this frequently used space, and overall experience to our guests.

#### *Future Phases:*

After the initial replacement, we will assess the condition of the remaining HVAC units and plan for future replacements. Our goal is to replace the entire HVAC system in a phased manner over the next few years to ensure reliable and energy-efficient operation. Furthermore, we have learned valuable lessons from our past experiences regarding workmanship quality and system performance. The phasing plan will provide us with an opportunity to conduct a more comprehensive assessment of these factors.

### **Staff Relocation:**

During the installation of the new HVAC units, it will be necessary for staff to temporarily relocate to

alternative office spaces within the building or to a nearby location. We will work closely with affected departments to ensure a smooth transition and minimize disruption to daily operations. A detailed relocation plan will be developed in coordination with department heads.

**Budgetary Considerations:**

The CIP budget for the initial replacement of the HVAC units is estimated at \$150,000.

**Bids Received:**

Company	Total
Dan’s Heating & Cooling (TRANE - S9V2 best performance)	\$63,747
Central Mechanical Wichita (RUUD – better performance)	\$62,280
Dan’s Heating & Cooling (TRANE – better performance)	\$54,847
Fahnestock (GOODMAN – basic performance)	\$38,320

Basic Performance: This category of furnace has single-stage gas valves and single-speed blowers which make it louder as they go through their heating cycles. Their temperature fluctuates and you get some unheated air at the start and end of their cycles.

Better Performance: This second category of furnace is equipped with two-stage gas valves that have multi-speed and variable-speed blowers. The blowers usually run at a lower capacity which makes them quieter than the basic performance furnaces. They also give a better temperature balance.

Best Performance: The final category of furnace has variable-capacity gas valves, also known as modulating heat. They use variable-speed blowers and are the quietest of all three types of furnace. They are able to raise and lower the amount of heat they produce in small increments. They work much like a car that you have put on cruise control, thus giving your house a very constant heat.

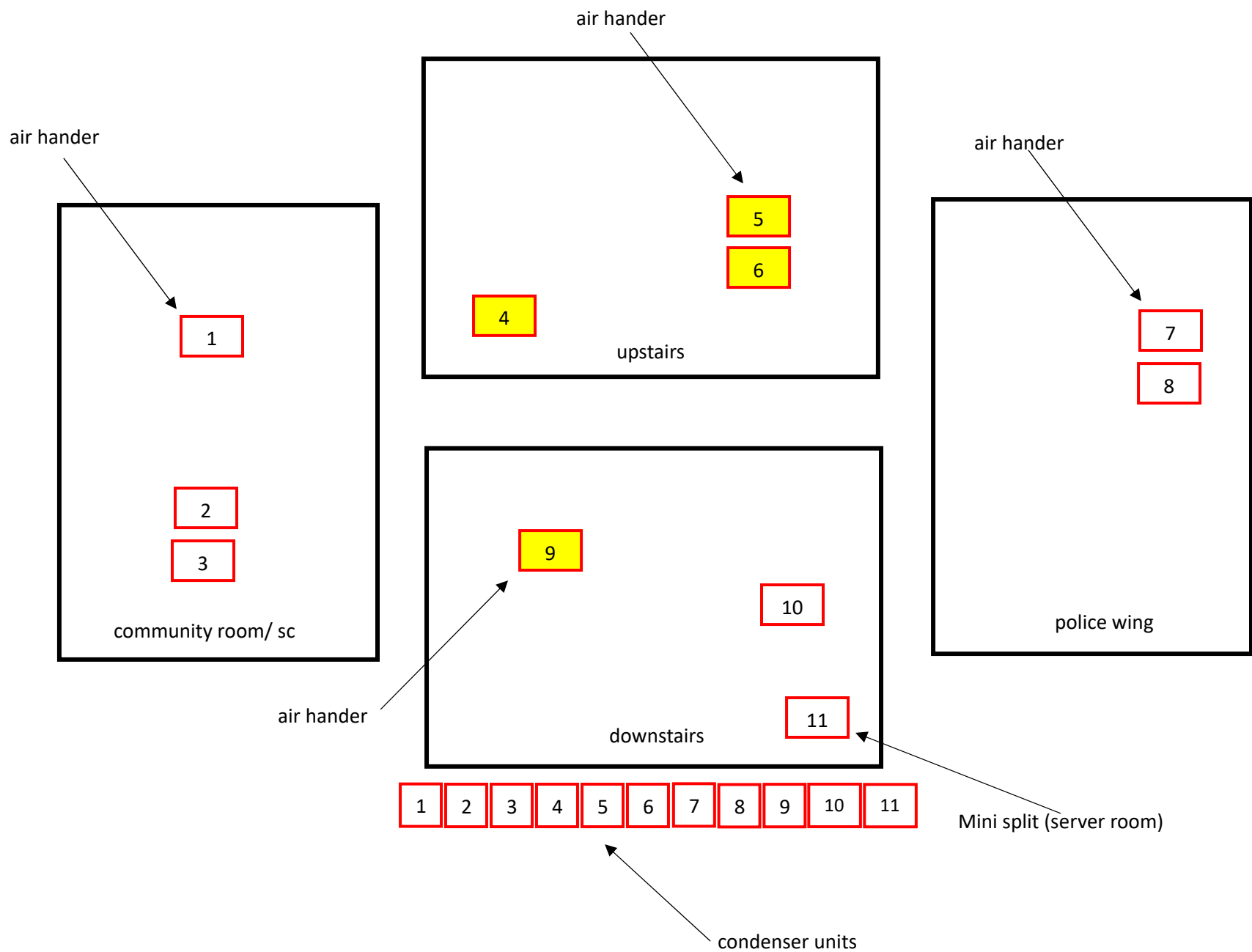
**Recommendation:**

The replacement of the aging HVAC units at Bel Aire City Hall is a necessary step to improve energy efficiency, reduce ongoing maintenance costs, and maintain a comfortable working environment for staff. Staff recommends accepting the bid of \$63,747 from Dan’s Heating and Cooling. However, we are comfortable (no pun intended) accepting any of the top three bids.

The City of Bel Aires' procurement policy emphasizes the pursuit of optimal value in every city purchase. This includes a comprehensive evaluation of factors such as price, quality, market availability, turnaround time, service quality, and durability. This multifaceted approach aims to ensure the efficient operation of city facilities while maintaining responsible financial stewardship.

In the context of upgrading our current HVAC system, our staff has carefully considered these criteria. It is our collective belief that simply opting for the lowest-cost bid may not necessarily result in the best value, given our historical experiences. Over the past two decades, we have encountered various challenges related to low-cost equipment and subpar installation, which have proven costly in the long run.

We acknowledge the higher upfront cost to a more efficient HVAC system. However, this decision will eventually lead to utility cost savings in the long run. Additionally, our commitment to addressing noise issues and enhancing comfort played a role in our decision, and opting for high-quality systems will mitigate the challenges we currently face.





Proposal

Dan's

Heating

Cooling

Since 1975

Haysville

242 N. New York Ave., Wichita, Ks 67214

www.danshc.com

License # 1750

Section XI, Item D.

Wichita

Phone: (316) 264-8951

Phone: (316) 522-0372

PROPOSAL SUBMITTED TO Bel Aire City Hall		PHONE 316-744-2451		DATE 9/14/23
STREET 7651 E Central Park Ave		JOB PHONE		
CITY, STATE, AND ZIP CODE Bel Aire, KS 67226		JOB NAME Office Building		
		JOB LOCATION Office Building		
We hereby submit specifications and estimates for:				
Options Below		AFUE Below		SEER 13
COND. UNIT 4TTA3048d3(X2) and 4TTA3060d3(X2)	COIL 4pxccu48(x2) and 4pxcdu60(x2)		COIL CABINET included.	
FURNACE s9b1c100u5(x2) and s9bld120u5	START KIT		LINE SET exising	
HUMIDIFIER	AIR CLEANER		THERMOSTAT TRANE XL824 touchscren Wifi	
COMBINATION UNIT	ELECT. PANEL Existing	ELECT. SERVICE Existing	A/C CIRCUIT Existing	FURN. CIRCUIT Existing

Dan's to furnish all misc. materials, labor and taxes to perform the following complete:

Removal of existing equipment with proper Disposal.

-Installation of 4 new TRANE systems. System #6 is a 4 ton, #7 is a 4 ton, #9 is a 5 ton, and #11 is a 5 Ton. features below:

AC's- TRANE 208/230 3-phase XR13-13 S.E.E.R. units. (2x) 4 ton units and (2x) 5 ton units. New composite pads included.

Furnace-TRANE 92% AFUE, w/ 5 ton ECM blowers on all. #6&#7 will be 100k BTU input, and #9&#11 will be 120k btu input.

Evap coil-TRANE All-Aluminum high efficiency 4PXC coils matched tonnage to outside condensers.

Thermostat-TRANE XL824 Wifi, color touchscreen, programmable Thermostats (x4)

\*\*\*In one of the South offices, there is a S/A vent that needs hung properly and a R/A that needs changed for better circulation, this is included. Most of the condensate lines need slope adjusted for building settling, this is included. There is also a condensate line that has a coupling leaking and is un-insulated, this will also be fixed. All condensate lines include new safety float switches.

\*\*\*Moving 1 thermostat from the conference room to the same location, but on the other side of the wall included.

-Replacing 2 outdoor fresh air Vents included.

\*\*\*We can upgrade the furnaces to more efficient, more comfortable, and quieter models known as the S9V2. They will have less than 1% air leakage, 96% Afue, better insulated cabinets, quieter and stronger Variable-speed motors, and more efficient and comfortable 2-stage gas valves. These are more recommended for installations in non-conditioned spaces.

\*\*\*\*\*To upgrade all (4) furnaces to the S9V2, please add: +\$8,900\*\*\*\*\*

Thank you, -Earl McCall

GUARANTEES

EQUIPMENT SIZE GUARANTEE: You, the customer, do not have to bear the responsibility for determining the correct equipment size and installation procedures. The product(s) installed will cool/heat your home or business to your satisfaction, or be replaced at no charge.

"NO SURPRISES" GUARANTEE: Once the work starts, the price quoted is the price you pay, even if the job entails more work than estimated.

SATISFACTION GUARANTEED


10 YEAR LIMITED WARRANTY TO COVER DEFECTIVE MATERIALS AND WORKMANSHIP (Routine Maintenance Not Included)	
EXTENDED FACTORY PARTS & LABOR WARRANTY	MODEL #
1/1 YEAR WARRANTY ON ALL PARTS & LABOR	1 YEAR FACTORY WARRANTY ON CONDENSING UNIT COILS
5 YEAR FACTORY WARRANTY ON COMPRESSOR	20 YEAR FACTORY WARRANTY ON HEAT EXCHANGER

We Propose hereby to furnish material and labor - complete in accordance with the above specification, for the sum of:

\$ 39,884.00

Payment to be made as follows

Buyer hereby declares that Buyer holds title to property in which merchandise is being installed, and has legal authority to order the work outlined above. The Seller retains title to all materials and property listed herein until payments have been made in full. Accounts not paid within thirty days of notice of invoice are in default and a late payment charge computed by a "periodic rate" of 1 ½% per month will be added. Buyer agrees to any reasonable attorney or collection fees incurred by Seller in securing payment for this contract.

Authorized Signature 

NOTE: This proposal may be withdrawn by us if not accepted within 45 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Interest will be charged to accounts not paid as outlined above at the rate of 1½% per month.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_



Proposal

Haysville

Phone: (316) 522-0372

242 N. New York Ave., Wichita, Ks 67214

www.danshc.com

License # 1750

Wichita

Phone: (316) 264-8951

PROPOSAL SUBMITTED TO

Bel Aire City Hall

STREET

7651 E Central Park Ave

CITY, STATE, AND ZIP CODE

Bel Aire, KS 67226

We hereby submit specifications and estimates for:

Mitsubishi Ductless installation

COND. UNIT

MXZ-5C42NA3 3-1/2 Ton

FURNACE

HUMIDIFIER

COMBINATION UNIT

COIL

START KIT

AIR CLEANER

ELECT. PANEL

Existing

ELECT. SERVICE

Existing

AFUE

-

SEER

20+

COIL CABINET

included.

LINE SET

New

THERMOSTAT

Below

A/C CIRCUIT

Provided by owner

FURN. CIRCUIT

N/a

Dan's Heating Cooling

Since 1975

Section XI, Item D.

Dan's to furnish all misc. materials, labor and taxes to perform the following complete:

Installation of Mitsubishi 20 SEER+ ductless mini-split system With snow legs and new composite pad.

Outdoor Equipment: MXZ-5C42NA3, 3-1/2 Ton multi port Heatpump.

Indoor Equipment: To be mounted on the "south walls" in both.

-High-wall mount MSZ-GL24 2 Ton wall mounted unit for conference room.

-This unit will require a Condensate Pump model ASP-MW-UNI

-High-wall mount MSZ-GL18 1-1/2 Ton wall mounted unit for City Manager Office.

Both wall mount units will come with their own remote for comfort control.

All refrigerant Lines, wiring, and Drain Lines to be hidden in LineHide, or out of sight.

--The Wall mounted GL units are quiet, and although the condensate pump is reasonably quiet, it is noticeable when it turns on.

For a quieter experience in the Conference Room and a hidden look, we can install (2) 4-way throw ceiling cassettes (12,000 btu) each. These will not require condensate pumps, and will be linked to a Wifi capable thermostat, instead of the remotes

-Indoor equipment upgrade option:

-RECESSSED Ceiling cassette (x2) SLZ-KF12na and PAR-40 with wireless interface Thermostat

\*\*\*\*\*To upgrade to the Ceiling Cassettes installation, please add = +\$2,528.00\*\*\*\*\*

Thank you, -Earl McCall

GUARANTEES

EQUIPMENT SIZE GUARANTEE: You, the customer, do not have to bear the responsibility for determining the correct equipment size and installation procedures. The product(s) installed will cool/heat your home or business to your satisfaction, or be replaced at no charge.

"NO SURPRISES" GUARANTEE: Once the work starts, the price quoted is the price you pay, even if the job entails more work than estimated.

SATISFACTION GUARANTEED

10 YEAR LIMITED WARRANTY TO COVER DEFECTIVE MATERIALS AND WORKMANSHIP (Routine Maintenance Not Included)

EXTENDED FACTORY PARTS & LABOR WARRANTY

MODEL #

12/2 YEAR WARRANTY ON ALL PARTS & LABOR

12 YEAR FACTORY WARRANTY ON CONDENSING UNIT COILS

12 YEAR FACTORY WARRANTY ON COMPRESSOR

- YEAR FACTORY WARRANTY ON HEAT EXCHANGER

We Propose hereby to furnish material and labor - complete in accordance with the above specification, for the sum of:

\$ 14,963.00

Payment to be made as follows

Buyer hereby declares that Buyer holds title to property in which merchandise is being installed, and has legal authority to order the work outlined above. The Seller retains title to all materials and property listed herein until payments have been made in full. Accounts not paid within thirty days of notice of invoice are in default and a late payment charge computed by a "periodic rate" of 1 1/2% per month will be added. Buyer agrees to any reasonable attorney or collection fees incurred by Seller in securing payment for this contract.

Authorized Signature

NOTE: This proposal may be withdrawn by us if not accepted within 45 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Interest will be charged to accounts not paid as outlined above at the rate of 1 1/2% per month.

Date of Acceptance

Signature

Signature

59



**Central Mechanical Wichita, LLC**

## *City Of Bel Aire*

### *Proposed Project Agreement*

**Date:**

9/25/2023

**Proposal Number:**

P00064

**Prepared for:**

City of Bel Aire  
7651 East Central Park Avenue  
Bel Aire, Kansas 67226

**Prepared by:**

Shane Harris  
316-267-7676  
SHarris@cenmech.com





**PROJECT PROPOSAL**

**Company**

CMW  
806 E. SKINNER  
WICHITA, KS 67211  
Ph: 316-267-7676

Proposal Date: 9/25/2023  
Proposal Number: P00064

**Bill To Identity**

City of Bel Aire  
7651 East Central Park Avenue  
Bel Aire, Kansas 67226  
Keith Price

**Agreement Location**

City of Bel Aire  
7651 East Central Park Avenue  
Bel Aire, Kansas 67226  
Keith Price

**WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:**

OUR PRICE FOR THIS PROPOSAL IS .....\$62,280.00 (Tax Included)

**Install (4) new RUUD 14 (or) 16 SEER high efficiency split systems with 95% Furnace's, and (1) LG 2.5-ton multi head split system.**

**OUR PROPOSAL INCLUDES:**

Recover all (4) existing systems per EPA regulations. Demo and haul-off on existing systems. Have (4) pads poured 45"x45"x4". Set (2) 4-ton, and (2) 5-ton new 14 (or) 16 SEER RUUD split systems with 95% horizontal furnaces and modify the supply and returns. Provide (4) Secondary drain pans with floats. Adapt the Gas, flues, electrical, and condensates to all 4 units. Flush all (4) line sets using RX-11 flush. Modify the copper lines to each individual unit. Braze welds while purging with nitrogen to prevent oxidation. Set and install a new 2.5-ton 19 SEER LG mini-Split with line set hide for the outside exterior wall. Will be installing a 1.5-ton wall cassette for the first-floor office, and a 1-ton for the second-floor office. (Tonnage is as such due to building facing Northeast and get a lot of sun exposure and creates additional thermal heat). we will be running 1" PVC outside the building and 1/2" inside. Pressure test system to 200 psi, ensure system is vacuumed below 500 microns. Perform start-up on each individual system. Fill out start-up sheet logging data found from startups.

**Additional work needed done: (Thats Included)**

- Relocate unit #6 thermostat to the inside interior wall to be more centrally located.
- Fix the slope on the second-floor condensate drains, Due to improper draining.
- Non-Corrosive grilles for (OA) outside air.

Included in quote:

Wi-Fi capabilities all (4) split systems, and LG Mini-Split

**Alternate Option for 14 SEER (more available) \$61,159.00 Tax Included**

**WARRANTY:** Our warranty on work performed is one (1) year, parts and labor.

**TERMS OF PAYMENT:** Monthly Progress Billing. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.



Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**Contractor**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Shane Harris

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
316-267-7676

\_\_\_\_\_  
Phone

\_\_\_\_\_  
9/25/2023

\_\_\_\_\_  
P00064

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposal #

**Customer**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO#



## ***Project Agreement Terms and Conditions***

---

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.



8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

10. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

15. If paying with credit card a 3% surcharge will be added to total project price.



**Fahnestock**  
**PLUMBING \* HVAC \* ELECTRIC**  
**943-HEAT 943-COOL**



**HVAC**  
**Division**

3532 N. Comotara, Wichita, KS 67226 \* 258.1847 \* Caseyb@fahnestockhvac.com \* www.FahnestockHVAC.com

<b>NAME:</b> City of Bel Aire	<b>DATE:</b> 9/22/2023	<b>Job:</b>
<b>STREET:</b> 7651 E. Central Park Ave.	<b>JOB NAME:</b> City of Bel Aire (City Hall) #6, 4-Ton	
<b>CITY, ST:</b> Bel Aire, KS <b>ZIP:</b> 67226	<b>STREET:</b> 7651 E. Central Park	
<b>PHONE #:</b> 316-744-2451 <b>FAX:</b>	<b>CITY, STATE:</b> Bel Aire, KS <b>ZIP:</b> 67226	
<b>EMAIL:</b> <a href="mailto:bldginsp@belaireks.gov">bldginsp@belaireks.gov</a>	<b>AR:</b>	
<b>Contact Person:</b> Keith <b>Phone:</b>	<b>316-744-2451 ext. 120</b>	<b>PO:</b> 0

<b>EQUIPMENT:</b>	<b>Equipment Description</b>	<b>Model#</b>
1 Goodman	92% AFUE 120k Btuh ECM Furnace	<u>GMES92120SDN</u>
1 Daikin	13 SEER 4-Ton 208/230 3-Ph. A/C	<u>DX13SA0483</u>
1 Goodman	4-5 Ton Cased Slab Horizontal Coil	<u>CSCF4860N6</u>
1 Lennox	Touchscreen, Digital Prog. WiFi Thermostat	<u>Lennox M30</u>
	-Manage up to 99 Systems from one location	

**SCOPE:**  
**BASE BID:** Recover refrigerant, remove old equipment, install new, leak check units, set charge and check operation. Sheet metal work to connect to existing duct work. Place equipment in same area as existing. Check and repair if needed the slope of the drain. Install drain pan w/Water detector - SS102E

**EXCLUSIONS:** Any additional work or materials not specified in the scope.

**WARRANTY:** **Fahnestock:** 1yr. Workmanship **Factory:** See Attached

**Discounts/Exemptions:** All applicable discounts and exemptions accounted for in this bid.

We hereby propose to furnish labor and materials per the above specifications for the sum, incl. tax and discounts:

<b>BASE BID:</b>	Equipment and scope as listed above	<b>\$7,657</b>
<b>OPTION:</b>	N/A	
	<b>Total Project Price:</b>	<b>\$7,657</b>
	<b>Sales Tax:</b>	<b>Exempt</b>
	<b>Total Payable to Fahnestock:</b>	<b><u>\$7,657</u></b>

Any alterations or deviations from the above specifications involving extra costs will be an extra charge over and above the estimate. Fahnestock assumes a reasonable and normal project schedule unless General Contractor provides an expedited schedule prior to completion of the bid process. The prices offered in this quotation will expire in thirty (30) days unless accepted and submittal process started and ninety (90) days unless building has commenced.

**ACCEPTED:**

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

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

**PROPOSED:**

By: Casey Belknap

Printed: Casey Belknap

**3 GREAT SERVICES, 1 EASY CALL!!!**



**Fahnestock**  
**PLUMBING \* HVAC \* ELECTRIC**  
**943-HEAT 943-COOL**



**HVAC**  
**Division**

3532 N. Comotara, Wichita, KS 67226 \* 258.1847 \* Caseyb@fahnestockhvac.com \* www.FahnestockHVAC.com

<b>NAME:</b> City of Bel Aire	<b>DATE:</b> 9/22/2023	<b>Job:</b>
<b>STREET:</b> 7651 E. Central Park Ave.	<b>JOB NAME:</b> City of Bel Aire (City Hall) #7, 4-Ton	
<b>CITY, ST:</b> Bel Aire, KS <b>ZIP:</b> 67226	<b>STREET:</b> 7651 E. Central Park	
<b>PHONE #:</b> 316-744-2451 <b>FAX:</b>	<b>CITY, STATE:</b> Bel Aire, KS <b>ZIP:</b> 67226	
<b>EMAIL:</b> <a href="mailto:bldginsp@belaireks.gov">bldginsp@belaireks.gov</a>	<b>AR:</b>	
<b>Contact Person:</b> Keith <b>Phone:</b>	<b>316-744-2451 ext. 120</b>	<b>PO:</b> 0

<b>EQUIPMENT:</b>	<b>Equipment Description</b>	<b>Model#</b>
1 Goodman	92% AFUE 120k Btuh ECM Furnace	<b>GMES92120SDN</b>
1 Daikin	13 SEER 4-Ton 208/230 3-Ph. A/C	<b>DX13SA0483</b>
1 Goodman	4-5 Ton Cased Slab Horizontal Coil	<b>CSCF4860N6</b>
1 Lennox	Touchscreen, Digital Prog. WiFi Thermostat	<b>Lennox M30</b>
	-Manage up to 99 Systems from one location	

**SCOPE:**  
**BASE BID:** Recover refrigerant, remove old equipment, install new, leak check units, set charge and check operation. Sheet metal work to connect to existing duct work. Place equipment in same area as existing. Check and repair if needed the slope of the drain. Install drain pan w/Water detector - SS102E

**EXCLUSIONS:** Any additional work or materials not specified in the scope.

**WARRANTY:** **Fahnestock:** 1yr. Workmanship **Factory:** See Attached

**Discounts/Exemptions:** All applicable discounts and exemptions accounted for in this bid.

We hereby propose to furnish labor and materials per the above specifications for the sum, incl. tax and discounts:

<b>BASE BID:</b>	Equipment and scope as listed above	<b>\$7,657</b>
<b>OPTION:</b>	N/A	
	<b>Total Project Price:</b>	<b>\$7,657</b>
	<b>Sales Tax:</b>	<b>Exempt</b>
	<b>Total Payable to Fahnestock:</b>	<b>\$7,657</b>

Any alterations or deviations from the above specifications involving extra costs will be an extra charge over and above the estimate. Fahnestock assumes a reasonable and normal project schedule unless General Contractor provides an expedited schedule prior to completion of the bid process. The prices offered in this quotation will expire in thirty (30) days unless accepted and submittal process started and ninety (90) days unless building has commenced.

**ACCEPTED:**

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

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

**PROPOSED:**

By: Casey Belknap

Printed: Casey Belknap

**3 GREAT SERVICES, 1 EASY CALL!!!**



**Fahnestock**  
**PLUMBING \* HVAC \* ELECTRIC**  
**943-HEAT 943-COOL**



**HVAC**  
**Division**

3532 N. Comotara, Wichita, KS 67226 \* 258.1847 \* Caseyb@fahnestockhvac.com \* www.FahnestockHVAC.com

<b>NAME:</b> City of Bel Aire	<b>DATE:</b> 9/22/2023	<b>Job:</b>
<b>STREET:</b> 7651 E. Central Park Ave.	<b>JOB NAME:</b> City of Bel Aire (City Hall) #9, 5-Ton	
<b>CITY, ST:</b> Bel Aire, KS <b>ZIP:</b> 67226	<b>STREET:</b> 7651 E. Central Park	
<b>PHONE #:</b> 316-744-2451 <b>FAX:</b>	<b>CITY, STATE:</b> Bel Aire, KS <b>ZIP:</b> 67226	
<b>EMAIL:</b> <a href="mailto:bldginsp@belaireks.gov">bldginsp@belaireks.gov</a>	<b>AR:</b>	
<b>Contact Person:</b> Keith <b>Phone:</b>	<b>316-744-2451 ext. 120</b>	<b>PO:</b> 0

<b>EQUIPMENT:</b>	<b>Equipment Description</b>	<b>Model#</b>
1 Goodman	92% AFUE 120k Btuh ECM Furnace	<u>GMES92120SDN</u>
1 Daikin	13 SEER 5-Ton 208/230 3-Ph. A/C	<u>DX13SA0603</u>
1 Goodman	4-5 Ton Cased Slab Horizontal Coil	<u>CSCF4860N6</u>
1 Lennox	Touch Screen, Digital Prog. WiFi Thermostat -Manage up to 99 Systems from one location	<u>Lennox M30</u>

**SCOPE:**  
**BASE BID:** Recover refrigerant, remove old equipment, install new, leak check units, set charge and check operation. Sheet metal work to connect to existing duct work. Place equipment in same area as existing. Check and repair if needed the slope of the drain. Install drain pan w/Water detector - SS102E. Check duct work for pinches and air flow above the office to the south of this unit.

**EXCLUSIONS:** Any additional work or materials not specified in the scope.  
Any additional Electrical work that may need to be done.  
Any Grid work that may need to be done to get units out of Ceiling.

**WARRANTY:** **Fahnestock:** 1yr. Workmanship **Factory:** See Attached

**Discounts/Exemptions:** All applicable discounts and exemptions accounted for in this bid.  
\*Any ceiling grid work.

We hereby propose to furnish labor and materials per the above specifications for the sum, incl. tax and discounts:

<b><u>BASE BID:</u></b>	Equipment and scope as listed above	<b>\$8,601</b>
	<b>Total Project Price:</b>	<b>\$8,601</b>
	<b>Sales Tax:</b>	<b>Exempt</b>
	<b>Total Payable to Fahnestock:</b>	<b><u>\$8,601</u></b>

Any alterations or deviations from the above specifications involving extra costs will be an extra charge over and above the estimate. Fahnestock assumes a reasonable and normal project schedule unless General Contractor provides an expedited schedule prior to completion of the bid process. The prices offered in this quotation will expire in thirty (30) days unless accepted and submittal process started and ninety (90) days unless building has commenced.

<b><u>ACCEPTED:</u></b>	<b><u>PROPOSED:</u></b>
Date: _____	By: <u>Casey Belknap</u>
By: _____	Printed: <b>Casey Belknap</b>

**3 GREAT SERVICES, 1 EASY CALL!!!**



**Fahnestock**  
**PLUMBING \* HVAC \* ELECTRIC**  
**943-HEAT 943-COOL**



**HVAC**  
**Division**

3532 N. Comotara, Wichita, KS 67226 \* 258.1847 \* Caseyb@fahnestockhvac.com \* www.FahnestockHVAC.com

<b>NAME:</b> City of Bel Aire	<b>DATE:</b> 9/22/2023	<b>Job:</b>
<b>STREET:</b> 7651 E. Central Park Ave.	<b>JOB NAME:</b> City of Bel Aire (City Hall) #11, 5-Ton	
<b>CITY, ST:</b> Bel Aire, KS <b>ZIP:</b> 67226	<b>STREET:</b> 7651 E. Central Park	
<b>PHONE #:</b> 316-744-2451 <b>FAX:</b>	<b>CITY, STATE:</b> Bel Aire, KS <b>ZIP:</b> 67226	
<b>EMAIL:</b> <a href="mailto:bldginsp@belaireks.gov">bldginsp@belaireks.gov</a>	<b>AR:</b>	
<b>Contact Person:</b> Keith <b>Phone:</b>	<b>316-744-2451 ext. 120</b>	<b>PO:</b> 0

<b>EQUIPMENT:</b>	<b>Equipment Description</b>	<b>Model#</b>
1 Goodman	92% AFUE 120k Btuh ECM Furnace	<u>GMES92120SDN</u>
1 Daikin	13 SEER 5-Ton 208/230 3-Ph. A/C	<u>DX13SA0603</u>
1 Goodman	4-5 Ton Cased Slab Horizontal Coil	<u>CSCF4860N6</u>
1 Lennox	Touch Screen, Digital Prog. WiFi Thermostat -Manage up to 99 Systems from one location	<u>Lennox M30</u>

**SCOPE:**

**BASE BID:** Recover refrigerant, remove old equipment, install new, leak check units, set charge and check operation. Sheet metal work to connect to existing duct work. Place equipment in same area as existing. Check and repair if needed the slope of the drain. Install drain pan w/Water detector - SS102E

**EXCLUSIONS:** Any additional work or materials not specified in the scope.  
Any additional Electrical work that may need to be done.  
Any Grid work that may need to be done to get units out of Ceiling.

**WARRANTY:** **Fahnestock:** 1yr. Workmanship **Factory:** See Attached

**Discounts/Exemptions:** All applicable discounts and exemptions accounted for in this bid.  
\*Any ceiling grid work.

We hereby propose to furnish labor and materials per the above specifications for the sum, incl. tax and discounts:

<b><u>BASE BID:</u></b>	Equipment and scope as listed above	<b>\$8,408</b>
	Total Project Price:	<b>\$8,408</b>
	Sales Tax:	<b>Exempt</b>
	<b>Total Payable to Fahnestock:</b>	<b><u>\$8,408</u></b>

Any alterations or deviations from the above specifications involving extra costs will be an extra charge over and above the estimate. Fahnestock assumes a reasonable and normal project schedule unless General Contractor provides an expedited schedule prior to completion of the bid process. The prices offered in this quotation will expire in thirty (30) days unless accepted and submittal process started and ninety (90) days unless building has commenced.

**ACCEPTED:**

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

**PROPOSED:**

By: Casey Belknap  
Printed: **Casey Belknap**

**3 GREAT SERVICES, 1 EASY CALL!!!**





**Fahnestock**  
**PLUMBING \* HVAC \* ELECTRIC**  
**943-HEAT 943-COOL**



**HVAC**  
**Division**

3532 N. Comotara, Wichita, KS 67226 \* 258.1847 \* Caseyb@fahnestockhvac.com \* www.FahnestockHVAC.com

<b>NAME:</b> City of Bel Aire	<b>DATE:</b> 9/22/2023	<b>Job:</b>
<b>STREET:</b> 7651 E. Central Park Ave.	<b>JOB NAME:</b> City of Bel Aire (City Hall) 2-Mini Splits	
<b>CITY, ST:</b> Bel Aire, KS <b>ZIP:</b> 67226	<b>STREET:</b> 7651 E. Central Park	
<b>PHONE #:</b> 316-744-2451 <b>FAX:</b>	<b>CITY, STATE:</b> Bel Aire, KS <b>ZIP:</b> 67226	
<b>EMAIL:</b> <a href="mailto:bldginsp@belaireks.gov">bldginsp@belaireks.gov</a>	<b>AR:</b>	
<b>Contact Person:</b> Keith <b>Phone:</b>	<b>316-744-2451 ext. 120</b>	<b>PO:</b> 0

<u>EQUIPMENT:</u>	<u>Equipment Description</u>	<u>Model#</u>
2 Daikin	1 Ton Mini Split Heat Pump 18 SEER	<u>RXB12BXVJU</u>
2 Daikin	1 Ton Single Zone Wall Mounted Head w/Remote	<u>FTXB12BXVJU</u>
2	4" Line Hide Kit	<u>ED4000SIUS00</u>

**SCOPE:**  
**BASE BID:** Install Heat Pump in front of building near existing Heat Pump Mini Split.  
 Set Heads on the south wall of the 1st floor conference room and 2nd floor office.  
 Core Drill from 2nd floor to first floor to run lineset out same area as the other.  
 Run Drain to exterior

**EXCLUSIONS:** Any additional work or materials not specified in the scope.  
 Electrical work by other  
 Sheetrock repair by other on core drill wall.

**WARRANTY:** **Fahnestock:** 1yr. Workmanship **Factory:** See Attached

**Discounts/Exemptions:** All applicable discounts and exemptions accounted for in this bid.

We hereby propose to furnish labor and materials per the above specifications for the sum, incl. tax and discounts:

<b><u>BASE BID:</u></b>	Equipment and scope as listed above	<b>\$5,997</b>
<b><u>OPTION:</u></b>	N/A	
	<b>Total Project Price:</b>	<b>\$5,997</b>
	<b>Sales Tax:</b>	<b>Exempt</b>
	<b>Total Payable to Fahnestock:</b>	<b><u>\$5,997</u></b>

Any alterations or deviations from the above specifications involving extra costs will be an extra charge over and above the estimate. Fahnestock assumes a reasonable and normal project schedule unless General Contractor provides an expedited schedule prior to completion of the bid process. The prices offered in this quotation will expire in thirty (30) days unless accepted and submittal process started and ninety (90) days unless building has commenced.

**ACCEPTED:**

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

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

**PROPOSED:**

By: Casey Belknap

Printed: Casey Belknap

**3 GREAT SERVICES, 1 EASY CALL!!!**

*City of Bel Aire, Kansas*

## **STAFF REPORT**

DATE: September 25, 2023

TO: Governing Body

FROM: Chief Darrell Atteberry

RE: Police Vehicle Purchase

---



### **BACKGROUND:**

**AGENDA ITEM DESCRIPTION:** The City of Bel Aire Police Department seeks a change in approval from purchase two 2022 Ford Police Utility Explorers to the purchase of two 2023 Dodge Durango Police vehicles.

The police department is budgeted through the Equipment Replacement Fund to purchase patrol vehicles. The police department last ordered vehicles in October 2021. The vehicles took about 10 months to arrive. Because of the delays in delivery, the police department is behind in vehicle replacement. We were recently informed by Ford that the vehicles we got put on a waiting list for were delayed for an unknown period of time. Then, the United Auto Workers, UAW, went on strike. The delivery date is uncertain, but would likely be in 2024 if at all.

Through our vehicle upfitter, TCS, we were presented the opportunity to acquire two Dodge Durango Police vehicles. TCS located the two vehicles in Arkansas and placed a hold on them for the Bel Aire Police Department. The vehicles are to be delivered to Wichita by mid-October. The price for the Dodge Durango Police vehicles is \$43,335 each. There is an additional estimated \$14,400 in upfitting costs to each vehicle. The amount is estimated because we will be able to use some equipment from the decommissioned vehicles can be used in the new vehicles.

---

**BACKGROUND HISTORY:** The City of Bel Aire Police Department maintains a fleet of seven patrol vehicles. All are fully-marked patrol vehicles equipped with audio/visual recording devices, radios, emergency lighting, weapons, and six have prisoner transport systems. There are additional small items for traffic control and working cases in the field.

As the vehicles gain mileage, the cost to maintain the vehicles increases. In an effort to balance out the mileage of the vehicles, the police department efforts to move the vehicles around on the shifts. This helps balance out the mileage according to the age of the vehicles.

As vehicles near the end of their police patrol life cycle, which is around 80,000 miles, they require more maintenance. It is a challenge to keep the vehicles in operation even with regular maintenance when the vehicles go beyond 80,000 miles. As an example, the police department has a 2017 Ford Explorer that has over 110,000 miles and a 2017 Ford Explorer that is close to 80,000 miles. Both vehicles are having transmission problems that require repair. The cost to repair the transmissions is estimated at over \$12,000. The vehicles need to be removed from the fleet.

There is no concern about abuse of the equipment. Police patrol vehicles are often used around the clock, on city streets, country roads, and often off-road to accomplish the policing purpose. These are not family transport vehicles.

FINANCIAL IMPACT:

2022 Ford Explorer Police Utility SUV w/Freight	\$43,926 each - Cancelled!
Equipment Install, Labor	\$14,407 each
Total	\$58,333 each
2023 Dodge Durango Police	\$43,335 each
Equipment Install, Labor	\$14,400 each
	\$57,735 each

Even though the Dodge Durango Police are a year newer than the Ford Explorer Police Utility SUV, the cost difference is minimal. Additionally, the Dodges are attainable. The total estimated total cost for both vehicles, equipment and labor is \$115,470.

Just as with the Ford Explorer Police Utility vehicles, the purchase of the Dodge Durango Police vehicles will be through the Equipment Replacement Fund.

---

STAFF RECOMMENDATION: Staff recommends approval of the purchase of the Dodge Durango Police vehicles and the necessary upfitting of equipment and labor costs estimated to be \$115,470.

(First Published in the *Ark Valley News* \_\_\_\_\_, 2023)

RESOLUTION NO: R-2023-\_\_\_\_

A RESOLUTION DECLARING THE BOUNDARIES OF THE CITY OF  
BEL AIRE, KANSAS AS OF OCTOBER 3RD, 2023.

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

SECTION 1. The entire boundary of the City of Bel Aire, Kansas is declared to be as  
described in Exhibit “A” attached hereto and made a part hereof.

SECTION 2. This resolution replaces all previously adopted boundary declarations of the  
City of Bel Aire, whether by resolution or by ordinance.

SECTION 3. This Resolution shall take effect and be in force from and after its publication  
in The Ark Valley News, an official city newspaper.

Passed by the City Council this \_\_\_\_ day of October, 2023.

Approved by the Mayor this \_\_\_\_ day of October, 2023.

\_\_\_\_\_  
MAYOR Jim Benage

ATTEST:

\_\_\_\_\_  
CITY CLERK Melissa Krehbiel

RESOLUTION NO: R-2023-\_\_\_\_  
Exhibit "A"

**CORPORATE LIMITS- CITY OF BEL AIRE, KANSAS**  
**October 3<sup>rd</sup>, 2023**

Beginning at the Southwest corner of Section 13, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence North along the West line of said Section 13 to the Northwest corner of the Southwest Quarter of Section 13; thence East along the North line of said Southwest Quarter of Section 13 to the Northeast corner of the Southwest Quarter of Section 13; thence South along the East line of said Southwest Quarter of Section 13 to the North right-of-way line of East 53<sup>rd</sup> Street North; thence East along the North right-of-way line of East 53<sup>rd</sup> Street North to the West line of the East half of the Southeast Quarter of Section 13; thence South along the West line of the East half of the Southeast Quarter of Section 13 to the South line of said Section 13 and the North line of Section 24, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M., Sedgwick County, thence East along said North line of Section 24 to the West right-of-way line of Woodlawn Road; thence North along said West right-of-way line of Woodlawn Road to the North right-of-way line of East 53<sup>rd</sup> Street North; thence East along the North right-of-way line of East 53<sup>rd</sup> Street North to the south half of the Southwest quarter of section 18, township 26 South, range 2 East, of the 6<sup>th</sup> P.M., Sedgwick County, thence north 550 feet, thence East 550 feet, thence South 550 feet to the north right of way line of 53<sup>rd</sup> Street North, thence to the West right-of-way line of Rock Road; thence North along the West right-of-way line of Rock Road to the South right-of-way line of Kansas Highway 254 (620th Street North); thence East along said South right-of-way line of Kansas Highway 254 (620th Street North) to the East line of the Northwest Quarter of Section 17, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence North along said West line to the Northwest corner of said Northwest Quarter; thence East along the North line of said Section 17 to the West line of the Webb Road right-of-way line; thence South along said East line of the of the Northeast Quarter of said Section 17 road right-of-way line to the North line of the Southeast Quarter of said Section 17; thence East along said North line of the Southeast Quarter of Section 17 and then the North line of the Southwest Quarter and the North line of the Southeast Quarter of Section 16, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas to the East right-of-way line of Greenwich Road; thence South along the East right-of-way line of Greenwich Road to the North right-of-way line of East 53<sup>rd</sup> Street North; thence East along the North right-of-way line of East 53<sup>rd</sup> Street North to a point directly North of the East line of the Northwest Quarter of

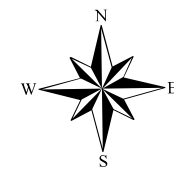
Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence South on said East line of the Northwest Quarter of Section 22 to the Northwest corner of the South half of the Northeast Quarter of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence East along the North line of said South half of the Northeast Quarter to the East line of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence South along said East line of Section 22 to the South line of the Northeast Quarter of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence West along the South line of the Northeast Quarter and the South line of the Northwest Quarter of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas to the East right-of-way line of Greenwich Road; thence South along the East right-of-way line of Greenwich Road to the South right-of-way line of East 45<sup>th</sup> Street North; thence West along the South right-of-way line of East 45<sup>th</sup> Street North to a point directly South of the West line of the Southeast Quarter of Section 21, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence North along said West line of the Southeast Quarter of Section 21 to the Northeast corner of the Northwest Quarter of Section 21, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, EXCEPT that part lying in the North and West of Mopac ROW and EXCEPT the West 60 feet for road. ; thence West along the North line of the Northwest Quarter of Section 21, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas to the East right-of-way line of Webb Road; thence South along the East right-of-way line of Webb Road to the South right-of-way line of East 45<sup>th</sup> Street North; thence West along the South right-of-way line of East 45<sup>th</sup> Street North to a point directly South of the West line of the Southeast Quarter of Section 20, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence North along said West line of the Southeast Quarter of Section 20 to the Southeast corner of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence West along the South line of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas to the East right-of-way line of Rock Road; thence South along the East right-of-way line of Rock Road to the North right-of-way line of East 45<sup>th</sup> Street North; thence West along the North right-of-way line of East 45<sup>th</sup> Street North to the West right-of-way line of Rock Road; thence South along the West right-of-way line of Rock Road to the Northerly line of MOPAC Railroad right-of-way; thence Southwesterly along said Northerly line of said railroad to the East line of the West Half of the Northeast Quarter of Section 30, Township 26 South, Range 2 East; thence North along the East line of the West Half of the Northeast Quarter of said Section 30 to the South right-of-way line of East 45<sup>th</sup> Street North; thence West along said South line of said East 45<sup>th</sup> Street North to the West line of said Northeast Quarter of said Section 30; thence South along said West line of said Northeast Quarter of said Section 30 to a point on the Northerly line of said MOPAC railroad; thence Southwesterly along the Northerly line of said railroad to a beginning at a point on the West line of said Southwest Quarter, said point being 75 feet north of the South line of said Southwest Quarter: thence North along the West line of said Southwest Quarter to the Northerly Right-of way line of the Missouri Pacific Railroad; thence Northeasterly along said Railroad Right-of-way to a point 50 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter to the Southwest Corner of Lot 1, Block 1,

“NORTHBROOK MEADOW”, an Addition to Wichita, Sedgwick County, Kansas; thence East along the South line of said Lot 1, a distance of 10 feet to a point 60 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter. a distance of 66 feet to the Northwest Corner of Lot 1, Block 1, “NORTHBROOK MEADOW 2ND ADDITION“, an Addition to Wichita. Sedgwick County, Kansas; thence continuing South along the West line of said Addition, to the Southeast Corner of the Southeast Quarter of Section 25, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; Thence on an Assumed Bearing of North 01°03'19"West along the East line of said Southeast Quarter, a distance of 75.00 Feet; Thence South 89°19'08"West parallel with the South Line of said Southeast Quarter, a distance of 30.91 Feet, to a point that is on the back of curb; Thence Southwesterly along an Arc following the back of curb, a distance of 67.21 Feet, with an arc Radius of 50.00 Feet, and a Chord Bearing of South 44°01'19"West and Chord Length of 62.26 Feet, to a point of termination on the back of curb; Thence South 01°03'19"East parallel with the East line of said Southeast Quarter, a distance of 30.75 Feet, to a point on the South line of said Southeast Quarter; Thence South to the Northeast right of way line of 37<sup>th</sup> Street, 75' south of the Northeast of section 36 Township 26 South, Range 1 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence to the South right-of-way line of East 37<sup>th</sup> Street North; thence West along the South right-of-way line of East 37<sup>th</sup> Street North to the West right-of-way line of Oliver Street; thence North along the West right-of-way line of Oliver Street to the point of beginning. Except a tract of land legally described as a tract commencing at the Northeast corner of Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, a point beginning 602 ft West of the NE Corner quarter South 219 feet, North 219 feet East to the Beginning W 108 feet and the Southwest Quarter of Section 20, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas.



## City Limits

## Bel Aire, Kansas



 Bel Aire City Limits

☐ Property Boundaries

September, 2023





City of Bel Aire, Kansas

STAFF REPORT

DATE: 10/03/2023

TO: City Manager

FROM: Marty McGee

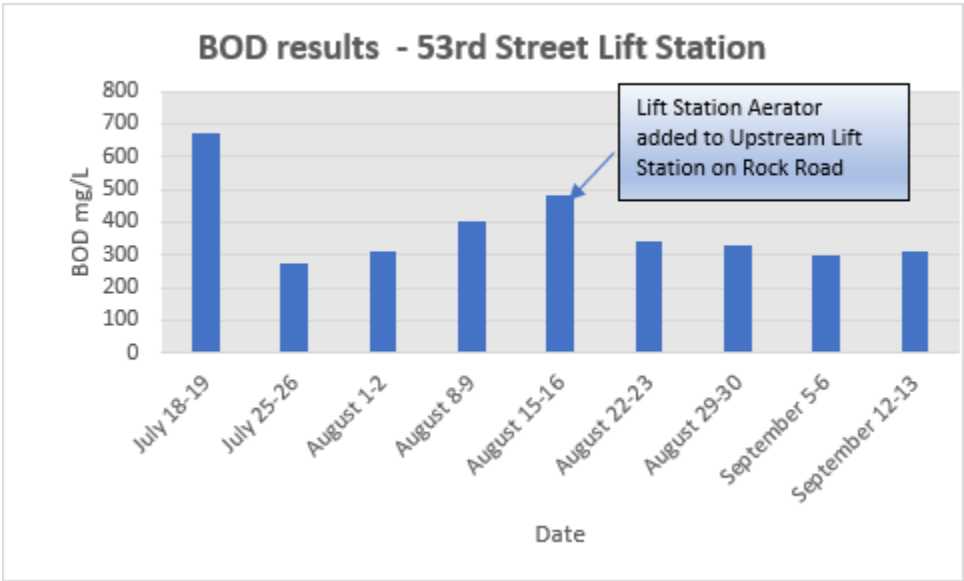
RE: Lift Station Oxygenators



**BACKGROUND:** We are experiencing highly corrosive H<sub>2</sub>S gases (Hydrogen Sulfide), and FOG (Fats, Oils, and Grease) build up in parts of our sewer systems; this causes advanced aging of our system. Public Works has field tested a loaned unit in our Rock Rd lift station for 6 weeks, during this time we have seen a noticeable change for the better in our lift station sample results.

**DISCUSSION:** Installing oxygenators will create agitation in the wet wells, this agitation aerates the water which interrupts bacterial generation of hydrogen sulfide, the odor causing chemical in sewage, by maintaining aerobic conditions. The agitation also introduces dissolved oxygen into the water, which results in a lower BOD, (biochemical oxygen demand), a regulated parameter in the CCUA discharge permit.

The graph below demonstrates the positive impact on the sample results collected from the lift station located downstream of where the unit was installed. Results collected since August 16<sup>th</sup> are consistent with what is found in sewage that is typical of household wastewater.



Contractors	Bid amount	
Core and Main	\$11,000 Per Unit	\$33,000.00 Total
Lloyd Harold LLC	\$3,999.99 Per Unit	\$11,999.97 Total
USA Bluebook		

FINANCIAL CONSIDERATIONS: Funding for this project will be taken from the lift station operations line item of the Sewer Utility funds.

POLICY DECISION: Staff is adhering to City policy in gathering a minimum of three bids.

RECOMMENDATION: Staff recommends the City Council accept the bid from Lloyd Harold LLC.

ESTIMATE

Lloyd Harold LLC  
614 E Northview Steet.  
Olathe, KS 66061

Pumpstations@mail.com  
(913) 514-4339



Marty McGee

Bill to  
Marty McGee

Estimate details  
Estimate no.: 1366  
Estimate date: 09/28/2023

Product or service		Amount
1. AP500-AU200 Air Mixer	3 units × \$3,999.99	\$11,999.97
SKU: p/n 100320 AP500-AU200		
IXOM Air mixer for wet well. shipping included.		
Total		\$11,999.97

Note to customer  
Thank you for your business.

*City of Bel Aire, Kansas*

## **STAFF REPORT**

DATE: 10/02/2023

TO: City Manager

FROM: Marty McGee

RE: Street Sweeper Repair



**BACKGROUND:** Our Pelican sweeper is the City’s only means of cleaning debris from our streets; such debris includes leaves, chat, sand, dirt, trash, etc.

**DISCUSSION:** Key Equipment has done a yearly inspection on the City’s Pelican sweeper. During this inspection Key has found many problems that need to be corrected before the sweeper can be put back into service.

<b>Contractors</b>	<b>Bid amount</b>
Key Equipment	\$19,220.26

**FINANCIAL CONSIDERATIONS:** Funding for this project will be taken from the Equipment Reserve Fund

**POLICY DECISION:** Staff is adhering to City policy; Key Equipment is our service provider for this equipment.

**RECOMENDATION:** Staff recommends the City Council accept the proposal from Key Equipment for the repairs to our Pelican sweeper.

Order # : KCWO02281

Date : 9/27/2023

Location: KC01

Sold To: Account #: 091600-02

Ship To: PRIMARY

CITY OF BEL AIRE 7651 E. CENTRAL PARK AVE. BEL AIRE KS 67226-7600  Phone: (316) 744-2451      Fax: () -	CITY OF BEL AIRE 7651 E. CENTRAL PARK AVE. BEL AIRE KS 67226-7600  <b>Contact:</b>  (316) 744-2451
---	--

Entered By: JSPERRY Req Ship Date: 9/27/2023

PO Number: SERIAL# NP0934S

Terms: NET 30

Ship Via: DELIVERY

Item Number	Description	UOM	Ordered	Shipped	B/O	Unit Price	Ext. Price
7970171	HYD. FILTER KIT	EACH	1.00	1.00	0.00	\$341.65	\$341.65
7279191	FUEL FILTER	EACH	1.00	1.00	0.00	\$111.42	\$111.42
7279119	OIL FILTER ELEMENT	EACH	1.00	1.00	0.00	\$44.38	\$44.38
7072906	PRIMARY ELEMENT	EACH	1.00	0.00	1.00	\$109.12	\$109.12
7072907	SAFETY ELEMENT	EACH	1.00	1.00	0.00	\$57.73	\$57.73
1101599	WATER PUMP- 2 SPEED SEALED	EACH	1.00	1.00	0.00	\$940.76	\$940.76
5711034	HINGE	EACH	1.00	0.00	1.00	\$12.34	\$12.34
5711035	HINGE	EACH	1.00	0.00	1.00	\$5.09	\$5.09
5710716	HINGE	EACH	1.00	0.00	1.00	\$17.80	\$17.80
5710717	HINGE	EACH	1.00	0.00	1.00	\$7.45	\$7.45
1128102	HYDRUALIC CYLINDER	EACH	2.00	0.00	2.00	\$294.34	\$588.68
1074587	CYLINDER PIN-0.75 DIA.	EACH	2.00	0.00	2.00	\$22.26	\$44.52
1095956	PIN - SIDE BROOM LINK NU-TRI	EACH	1.00	1.00	0.00	\$20.03	\$20.03
1059909	THRUST BEARING	EACH	2.00	2.00	0.00	\$7.03	\$14.06
1062782	PIVOT SHAFT	EACH	2.00	2.00	0.00	\$31.73	\$63.46
1103569	AY-SIDE BROOM LINK	EACH	1.00	1.00	0.00	\$723.64	\$723.64
1034473	BEARING - E/F- NP	EACH	2.00	2.00	0.00	\$145.69	\$291.38
1078123	BRG-LWR ROLL	EACH	2.00	2.00	0.00	\$113.78	\$227.56
1082386	BELT- CHEVRON 157.0"	EACH	1.00	1.00	0.00	\$2,208.58	\$2,208.58
1098167	WLDT. CONV. TAKE UP, LH	EACH	1.00	0.00	1.00	\$420.18	\$420.18
1006435	SCRAPER AND BELT ASSY	EACH	1.00	1.00	0.00	\$350.28	\$350.28
7970163	CHAIN AND SPROCKET KIT	EACH	1.00	1.00	0.00	\$81.33	\$81.33
1040086	SCREW-SOCK HD SHLDR	EACH	2.00	2.00	0.00	\$7.63	\$15.26
1061766	HEX HEAD CAP SCREW	EACH	2.00	0.00	2.00	\$1.65	

1091483	WELDMENT-PIN	EACH	1.00	1.00	0.00	\$32.50	\$32.50
5009720	FLANGE BEARING	EACH	2.00	2.00	0.00	Section XI, Item H.	
1132978	MANFLD-HOP LIFT/TILT	EA	1.00	0.00	1.00		
1074883	TAKE-UP ADJUST	EACH	1.00	0.00	1.00	\$22.84	\$22.84
7077509	GREASE SEAL	EACH	2.00	2.00	0.00	\$21.27	\$42.54
1054322	DIRT SHOE RUNNER-MOD	EACH	1.00	1.00	0.00	\$57.26	\$57.26
1096163	DIRT SHOE RUNNER	EACH	1.00	1.00	0.00	\$59.36	\$59.36
KEYSTL-02	15W-40 ENGINE OIL GALLONS	EACH	4.00	4.00	0.00	\$36.23	\$144.92
KEYSTL-02	ISO 46 5 GALLON	EACH	7.00	7.00	0.00	\$97.49	\$682.43
KEYSTL-02	75W-90 SYNTHETIC OIL QUART	EACH	2.00	2.00	0.00	\$22.09	\$44.18
LABOR10-02	ROAD SERVICE LABOR - JOE PESCHKA	HR	40.00	40.00	0.00	\$185.00	\$7,400.00
KEYSTL-02	Miscellaneous Shop Supplies	EACH	1.00	1.00	0.00	\$740.00	\$740.00

-	<table> <tr> <td>Subtotal</td><td>\$18,826.56</td></tr> <tr> <td>Discount</td><td>\$0.00</td></tr> <tr> <td>Fuel Surcharge</td><td>\$37.22</td></tr> <tr> <td>Freight</td><td>\$356.48</td></tr> <tr> <td>Tax</td><td>\$0.00</td></tr> <tr> <td>Total</td><td>\$19,220.26</td></tr> <tr> <td>Amount Paid</td><td>\$0.00</td></tr> <tr> <td>Amount Due</td><td>\$19,220.26</td></tr> </table>	Subtotal	\$18,826.56	Discount	\$0.00	Fuel Surcharge	\$37.22	Freight	\$356.48	Tax	\$0.00	Total	\$19,220.26	Amount Paid	\$0.00	Amount Due	\$19,220.26
Subtotal	\$18,826.56																
Discount	\$0.00																
Fuel Surcharge	\$37.22																
Freight	\$356.48																
Tax	\$0.00																
Total	\$19,220.26																
Amount Paid	\$0.00																
Amount Due	\$19,220.26																

September 29, 2023

Maria A. Schrock  
City Attorney, City of Bel Aire, KS  
7651 E. Central Park Ave.  
Bel Aire, KS 67226

*RE: Matter of Engagement - Woodlawn Road Project  
Our File No. 12307-13*

Dear Ms. Schrock:

Our Firm policy requires an engagement letter agreement each time we agree to represent a new client or an existing client with respect to a new matter.

Accordingly, I have prepared this letter for the purpose of confirming that the City of Bel Aire, Kansas (hereinafter "you") has retained Triplett Woolf Garretson, LLC (the "Firm") to provide legal services in connection with the Woodlawn Road Project involving contractors and subcontractors, including but not limited to, Pearson Construction, MKEC, KDOT, Phillips Southern Electric, Dondlinger, Garver, and Road Safe (the "Matter"). If, in the future, you desire the Firm to represent you on any other matter, that will be the subject of additional discussions and an additional engagement letter.

Given that this Matter involves actual or threatened litigation, you are under an obligation to preserve documentation and electronically stored information which may be relevant to the claims and/or defenses in this Matter. We intend to subsequently communicate more fully the scope of your obligations to preserve information, but suffice it to say currently, you should not delete any information, and should place a "litigation hold" on any automatic deletion of information, that may be relevant in this Matter. Please contact me to discuss this issue further.

Nothing in this letter agreement should be construed as a promise or guarantee about the outcome of any matter which we are handling on your behalf. Our comments about the outcome of your matter are expressions of opinion only. If we should provide you with an estimate of the fees and costs which may be incurred in connection with our representation of you, it is important that you understand and acknowledge that any such estimate is merely an estimate based on numerous assumptions which may or may not prove to be correct, and that any estimate is not a guarantee or agreement of what the maximum amount of fees and/or costs will be.

We will strive to keep you informed of all significant developments in this Matter and to be available to answer inquiries. It is important that you keep us advised of all developments related to this Matter, inform us promptly of any change in your address or telephone number, and be available to provide information to attorneys and others in the Firm.

September 29, 2023

Page 2

We want to provide you with quality legal services at a reasonable cost. I will be the attorney with primary responsibility for this representation. My present hourly rate for matters such as this one is \$300. I may consult with other partners or associates of this Firm, especially if they have expertise in matters that may arise in the course of this representation, as may appear prudent and advisable to me in formulating my counsel and advice to you. I intend to use other attorneys and legal assistants in the Firm to perform appropriate tasks required in this representation when their services may be economically and efficiently used on your behalf.

Please note that our hourly rates are reviewed annually and adjusted to reflect increases in seniority, experience, inflation, and other similar factors. It is not our practice to notify our clients of changes in our hourly rates, except to the extent they may be reflected in our detailed monthly billings.

In addition to our fees, you will be responsible to pay all third-party expenses we incur in connection with our representation, including expenses for express delivery, filing and recording fees, computer research, depositions and transcripts, witness fees, travel, outside experts and consultants (unless arrangements for billing directly to you have been made). You will also be responsible to pay our charges for personal deliveries by our personnel and non-attorney staff overtime when required by you or the timing of a particular matter. Substantial expenses charged by third parties, such as experts and court reporters will be forwarded to you for direct payment to the vendor.

We will bill you on a monthly basis for our time, charges and expenses in connection with the Matter. Our fees for legal services will be based upon the hourly rates of our lawyers, law clerks, and legal assistants in effect at the time the services are rendered. Payment is due upon receipt of our invoice.

Should you fail to timely pay for services and costs as billed, termination of this letter agreement is likely; if the Matter involves our formal entry into any court or tribunal, we will also seek to withdraw from such representation in accordance with such court's or tribunal's rules. In any event, termination and withdrawal of any formal appearance may occur if your account is delinquent and satisfactory arrangements have not been made for prompt payment. Further, if the Firm deems it appropriate, a lien may be filed pursuant to applicable law, seeking to attach the proceeds of any recovery you might receive from an adverse party and/or to retain documents generated in the Firm's course of performance in the Matter, for amounts due and owing to the Firm.

Either of us may terminate our representation at any time, with or without cause, by notifying the other. If such termination occurs, your papers and property, unless subject to the above-referenced lien will be returned to you or sent to other legal counsel as you direct. Our own files pertaining to the Matter will be retained. Termination of our services will not affect your responsibility to promptly pay for those legal services rendered and charges and expenses incurred before termination, as well as those charges and expenses incurred in connection with an orderly transition of the Matter.

Upon termination of our active involvement in a particular matter for which we had previously been engaged, we will have no further duty to inform you of future developments or changes in law which may be relevant to such matter in which our representation has terminated. Further, unless you and the Firm agree in writing to the contrary, we will have no obligation to



September 29, 2023

Page 3

monitor renewal or notice dates or similar deadlines which may arise from the Matter (or other matters) for which we had been engaged.

The Firm's policy with regard to retention of documents and other materials at the conclusion of this Matter is as follows:

- Normally, all duplicates and drafts in the file are destroyed;
- Original documents provided by you will be returned to you, if determined appropriate by the Firm, after being scanned and saved electronically at the Firm;
- Certain documents, if the Matter involves litigation, must be maintained at the Firm, and will be maintained for the periods required by law and/or regulation;
- Any retained original documentation is normally either stored onsite or forwarded for off-site storage; and
- All remaining documents are generally scanned electronically and preserved in electronic format at the Firm, with all remaining hard copy documentation destroyed.

Accordingly, if there are documents or other materials you wish to have retrieved and provided to you from the Firm's file at the conclusion of the Matter, it will be necessary for you to advise us of that request to ensure that they are not destroyed.

In order to ensure effective representation, you will have certain responsibilities. These responsibilities include, but are not limited to, providing complete information upon the request of the Firm, cooperating in discovery matters and clarifying areas of misunderstanding. A failure to adhere to these responsibilities may form the basis for our withdrawal.

In order to maximize efficiency in this matter, we intend to use electronic communications devices to the fullest extent possible (e.g., email, document transfer by computer, cellular telephones, and facsimile transfers). The use of such devices under current technology may place your confidences and privileges at risk. In order to mitigate this risk, you should only engage in these communications via devices owned/controlled by you and only utilize accounts controlled by you. Using a third party's devices (e.g., those of an employer or those located in public places) could jeopardize the confidentiality of your communications with the Firm; therefore, any such use is discouraged. By signing this letter, you acknowledge that there are risks in utilizing electronic communications, but agree to accept those risks.

If the terms of our representation are acceptable to you, please sign the original and either: return it to me via regular mail; fax it to my attention; or scan and send me a .pdf or other electronic image via email. Any such exchange shall be the same as sending me your original signature.

Thank you again for the opportunity to represent you in this matter.

Sincerely,

TRIPLETT WOOLF GARRETSON, LLC



By Neil C. Gosch

September 29, 2023  
Page 4

NCG:clf

**ACCEPTED AND AGREED TO:**

The City of Bel Aire, Kansas

By: \_\_\_\_\_  
Jim Benage, Mayor

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

City of Bel Aire Utility Advisory Committee Minutes  
Wednesday, August 9, 2023

1. Called to order at 3:00 pm
2. In attendance: Dan Broyles, Terry Ercolani, Antonio Kit, Bill Moss, Art Tenbrink.  
Also: Mayor Benage
3. Approval of agenda: Bill motion, Dan second. Approved.
4. Approval of July 12, 2023 meeting minutes: Bill motion, Terry second. Approved.
5. New business
  - a. UAC membership. Noted a change regarding membership: reappointments for officers are for three years (was two) after completion of existing term dates. Any new appointments for an unexpired term will be for the remainder of that term.
  - b. CCUA updates. Lengthy discussion regarding proposed funding of CCUA's wastewater plant expansion. Reviewed Ty Lasher's letter to the governing board members regarding an article in the August edition of the Bel Aire Breeze newspaper, which covered the CCUA wastewater treatment issues with KDHE. There were several inaccurate statements made in the article.
  - c. Cox Channel 7--issues with Cox Channel 7 airtime (discussed at last month's meeting) were reviewed. A looping video is shown on the channel now. Further discussion: does the city need to have a dedicated cable channel for communication? The city does have a You-Tube channel and Facebook presence on the internet.
  - d. Kechi tree limb and brush waste disposal--no action.
  - e. September "Did You Know?" Content is regarding our water sources for Bel Aire (CCUA and Wichita). Bill made a motion to approve with no changes, Dan second; approved.
6. Roundtable discussion
  - a. Bill noted that some residents have lawns with tall grass. Bel Aire ordinance regarding lawns not known (other than a 1 foot maximum height limit on grass), but it was noted that Garrett Wichman (Bel Aire Code Enforcement Officer) could be contacted if there are any issues.

- b. Dan asked if Integra Technologies (who is proposing a semiconductor facility in Bel Aire) or Evergy has provided information regarding Integra's planned electrical power usage for their facility. So far, no information has been communicated.
- c. Terry noted that Bel Aire crews have done a good job keeping brush from expanding along the creek feeding Eagle Lake on north side.
- d. Antonio asked about the latest completion schedule for the Woodlawn project. It is now in the October/November timeframe.
- e. Art noted the following:
  - i. Significant note: 80% of the world's population experienced the hottest July ever (considering over 100 years of data collection) last month.
  - . When the first Utility Advisory (then) Board was formed in 2006, the original members were former mayors Bill Brookhauser and Dale Walter. Other members were then Bill Moss, Ellie Skokan and Jim O'Reilly. Art reported that Jim O'Reilly (who he replaced) died July 20, 2023 at age 90.
  - ii. Congress approved \$52B for the US semiconductor industry, and Integra Technologies will be part of that funding. However, studies have shown that 115,000 jobs will need to be filled in the industry by 2030, and there will be a lack of qualified people to fill these jobs. It was also noted that WSU Tech and Integra are working together to train people for the jobs at the proposed Bel Aire plant. It was also noted that 20% of semiconductors produced in China are used in the United States.
  - iii. The average car weight is increasing. In 2023, the average weight is 4329 lbs, over 1000 lbs heavier than in 1980. The weight trend should continue as electric vehicles become more prevalent.
  - iv. Climate news: Studies show that the Arctic could be ice-free by 2030. China has had six major typhoons this year, with extreme amounts of rainfall. USA and Mexico average temperatures have increased 3.7 deg F (2.1 deg C)

7. Next meeting: UAC meeting September 13, 2023, 3-5 pm at City Hall Senior Center.
8. Old, continuing, future business. None to report.
9. Adjournment of meeting: Bill motion, Dan second. All approved. Meeting adjourned at approximately 4:30 pm.

# MINUTES

Aurora Park Gravel Roads Task Force  
City Hall Community Room  
7651 E Central Park Avenue  
Bel Aire  
September 11, 2023, at 6:00 pm

**CALL TO ORDER:** Sean Matheny called the meeting to order at 6:01 pm. Lisa Bellecci led a prayer.

**PRESENT:** Butch Amey, Lisa Bellecci, Marty Couey, Chad Crittenden, Carolyn Gunzelman, Logan Schrag, Mark Schroeder, Connie White

**ABSENT:** Gary Breault, Judy Schroeder

**Observers Present:** 2 from Aurora Park

**APPROVAL OF MINUTES** From August 14, 2023, Meeting: **Motion to Approve** by Logan Schrag; 2nd by Carolyn Gunzelman. **MOTION CARRIED 9 - 0.**

**Meeting Schedule:** Next Meeting Date & Time: October 9, 2023, at 6:00 pm

## UNFINISHED BUSINESS:

**1. Review of Gravel Road Proposal** which was drafted by Sean Matheny. Discussion ensued with Task Force members addressing their concerns. Sean plans to submit this proposal to Ty Lasher to be sent to City Council immediately, so it will be available for their consideration at the October 3rd, 2023, Council meeting. **Motion to Accept the Proposal as Amended** by Logan Schrag; 2nd by Carolyn Gunzelman. **MOTION CARRIED 9 - 0.**

**2. Presentation of alternate solution to use of hard rock** on unpaved roads: Marty Couey had more information on the option of EnviroKleen. He expressed a desire to have Marty McGee and a few of the Task Force members look into the product due to its performance. He also wants McGee to consider doing a test bed in the spring of 2024 ("spray it, pack it, done"; "takes care of washboarding", "doesn't wash away in water"), eventually to use in lieu of gravel on the other unpaved roads. Task Force members expressed concerns about the labor cost, and about the ability to get equipment to put it down. There was also a concern about getting reviews of other cities that used this product in Kansas. (It's mostly used in northern US and Canada). Marty Couey will follow up with more research and will seek a conversation with Marty McGee outside of the Task Force parameters.

**2. Recommendations for drainage repair and maintenance.** Task Force members referred to the "Recommendation for drainage repair and maintenance" in the August 14th, 2023, minutes. Discussion ensued regarding the water flowing correctly, especially after the "hot spot" intersections are addressed in a 5 year time frame. Also it was pointed out that if there is new 1" rock on the road, without less sand, perhaps the ditches will be less clogged. However, the culverts that need to be cleaned should be cleaned. Members acknowledge it is a complicated situation, made worse by neglect over the years.

**3. Drainage and Maintenance Proposal** - Sean Matheny will type up a draft and circulate to members before the next meeting, to vote on at our final meeting in October.

**4. Speed Limit** Concern. The issue is how to bring this to the Council - (petition) and who initiates a petition - residents or the Council? **Motion to instruct Chad Crittenden to write up a proposal regarding the speed limit reduction on unpaved roads, to be presented at the October Task Force meeting:** Motion made by Sean Matheny, 2nd by Butch Amey. **MOTION CARRIED 9 - 0.**

**ADJOURNMENT: MOTION to Adjourn** by Mark Schroeder, 2nd by Butch Amey **MOTION CARRIED: 9 - 0.**  
**Meeting Adjourned 7:15 pm**

---

DRAFT



## MANAGERS REPORT

**DATE:** September 28, 2023  
**TO:** Mayor Benage and City Council  
**FROM:** Ty Lasher, City Manager  
**RE:** October 3, 2023 Agenda

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

Minutes of the September 19<sup>th</sup> regular City Council meeting.

Mayor Benage would like to appoint Ted Henry as an alternate voting member of the WAMPO Transportation Policy Body. Currently, Mayor Benage is the city's board member and Anne is the alternate. We may have a situation where both Jim and Anne are gone so thought it would be good to have a second alternate.

In 2022, the Governing Body established a citizen's Gravel Road Task Force, in response to concerns about drainage and dust on gravel roads in the Aurora Park neighborhood. The Task Force has concluded their work and have submitted their final recommendation to the Council. The report is included in your packet. Action is to receive and file the report.

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

This was an average month of expenditures including CCUA O & M costs of \$92,000, liability insurance of \$3,000 and one payroll. Large expenses included \$5,000 to Dondlinger for Woodlawn pump house repairs and fuel totaling \$8,000.

### **Zoning Ordinance, Chapel Landing 7<sup>th</sup> (Item A)**

The Planning Commission reviewed the Chapel Landing 7th (Jay Russell) rezoning application at their September meeting. Following a public hearing, they unanimously voted (5-0) to recommend approval of the rezoning request from R-4 single-family to R-5 Multi-Family Residential. Staff supports accepting the recommendation of Planning Commission and approving the zone change.



### **Proposal for 45th Street Traffic Counts (Item B)**

Due to their expertise in this area, Garver proposed working with The Traffic Group for this traffic study. The Traffic Group provided the agreement in your packet. The agreement has two parts – the first part is intersections that have been identified as the most important, and the second part is “nice to have” intersections. The City is required to pay 100% of all engineering design costs related to the 45th Street, Oliver to Woodlawn, Reconstruction Project. The City’s portion of this project will ultimately be financed with a GO Bond and the City will pay annual debt service over the next 20 years. This item was tabled at the September 19th Council meeting due to unanswered questions. Ken Lee, with Garver, will be at the meeting to provide more information and answer questions.

### **Construction Observation Services - Elk Creek 3<sup>rd</sup> (Item C)**

The Developer of Elk Creek 3<sup>rd</sup> is ready to move forward with Water, Sanitary Sewer and Paving Improvements. The Developer would like to work with Garver for Construction Observation services. The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends Council accept the Agreement for Construction Observation Services from Garver in the amount of \$43,696.18.

### **Quote for Phase 1 HVAC Replacement at City Hall (Item D)**

The existing HVAC units have been in service for over two decades (installed in 2004), and their performance has deteriorated significantly in recent years. Maintenance records indicate that we have spent over \$13,000 in the past three years. These costs are projected to increase as the units continue to age, and the reliability of the system becomes a concern. To address the ongoing maintenance issues, energy efficiency, and comfort levels, staff is proposing the replacement of units begin at City Hall. Ted will be at the meeting to explain the plan and review the quotes received.

### **Purchase Authorization Change, Replacement Police Vehicles (Item E)**

In 2021, Council approved the purchase of two, 2022 Ford Explorer, replacement vehicles. Due to COVID, those vehicles have yet to be produced. We received word a month ago they were getting close to assembly. With the new vehicle production strike, we heard they will be delayed for an unknown period of time or could be cancelled. TCS, the Wichita company who installs our police equipment, found two new 2023 Dodge Durango police vehicles in Arkansas. Chief determined these SUV’s

would meet his specifications, are used by KHP and needed due to the aging Ford's in his fleet that need replaced. Your action is to approve the change from two Ford Explorers to two Dodge Durango's. The benefit of this change is they will be available for service in a month and are cheaper than the approved Fords. Staff recommends approving the change.

### **Boundary Resolution (Item F)**

Any year in which territory has been added or excluded from the city boundaries, the Governing Body is required to declare by resolution the entire new boundary of the City. In 2023, the city annexed several parcels which triggers a new boundary resolution. Staff has prepared a survey and resolution including the new boundaries for your consideration. Upon approval, the resolution will be filed with the County Register of Deeds, State Transportation Engineer, County Engineer and Election Commissioner.

### **October Workshop**

As of this report, the workshop agenda contains an update on the TranSystems street study and Maria would like to discuss the sign code.

### **Executive Session**

An executive session will be needed and included on the agenda.