



**AGENDA**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**September 07, 2022 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:** John Barkett

**IV. PRESENTATION OF COLORS:** Boy Scout Pack #585

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

**VI. DETERMINE AGENDA ADDITIONS**

**VII. CONSENT AGENDA**

**A.** Approval of Minutes of the August 16, 2022 City Council meeting.

**B.** Accept a Petition for Water Distribution System Improvements to serve Phase 1 of Skyview at Block 49 2nd Addition.

**C.** Approve A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer Improvements/ Skyview At Block 49 2nd Addition - Phase 1); And Amending, Restating And Repealing Resolution No. R-22-28.

**D.** Approve A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Water Distribution System Improvements/Skyview At Block 49 2nd Addition- Phase 1); And Amending, Restating And Repealing Resolution No. R-22-31.

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

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

## VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

- A. Consideration of Appropriations Ordinance No. 22-16 in the amount of \$1,108,026.56.**

**Action:** Motion to (approve / deny / table) Appropriations Ordinance No. 22-16.

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

## IX. CITY REQUESTED APPEARANCES

- A. Woodlawn Construction Update - Dakota Zimmerman, Garver**
- B. Gary O'Neal, Bel Aire Area Chamber of Commerce**
- C. Larry Kleeman, Ranson City Code Financial**

## X. PUBLIC HEARING

- A. Revenue Neutral Rate** - The purpose of the public hearing is to give property owners and other interested parties the opportunity to speak on exceeding the Revenue Neutral Rate of 39.722 mills.

**Action:** Motion to close the public hearing.

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

- B. 2023 City of Bel Aire Budget** - The purpose of the public hearing is to give property owners and other interested parties the opportunity to speak on the proposed 2023 City of Bel Aire Budget.

**Action:** Motion to close the public hearing.

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

- XI. 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.*

## XII. REPORTS

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

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

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

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

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

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

Justin Smith \_\_\_\_\_ John Welch \_\_\_\_\_

#### **B. Consideration of adopting the 2023 City of Bel Aire budget.**

**Action:** Motion to adopt the 2023 City of Bel Aire budget as (presented / amended) and authorize the Governing Body to sign.

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

#### **C. Consideration of An Ordinance Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2022A, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax For The Purpose Of Paying The Principal Of And Interest On Said Bonds As They Become Due; Authorizing Certain Other Documents And Actions In Connection Therewith; And Making Certain Covenants With Respect Thereto.**

**Action:** Motion to (accept / deny / table) An Ordinance Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2022A, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax For The Purpose Of Paying The Principal Of And Interest On Said Bonds As They Become Due; Authorizing Certain Other Documents And Actions In Connection Therewith; And Making Certain Covenants With Respect Thereto and authorize all required signatures.

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

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

Justin Smith \_\_\_\_\_ John Welch \_\_\_\_\_

**D. Consideration of A Resolution Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Bonds, Series 2022A, Of The City Of Bel Aire, Kansas, Previously Authorized By Ordinance No. [\_\_\_\_] Of The Issuer; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith.**

**Action:** Motion to (approve / deny / table) A Resolution Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Bonds, Series 2022A, Of The City Of Bel Aire, Kansas, Previously Authorized By Ordinance No. [\_\_\_\_] Of The Issuer; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith, and authorize all required signatures.

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

**E. Consideration of A Resolution Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Temporary Notes, Series 2022B, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax, If Necessary, For The Purpose Of Paying The Principal Of And Interest On Said Notes As They Become Due; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith.**

**Action:** Motion to (approve / deny / table) A Resolution Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Temporary Notes, Series 2022B, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax, If Necessary, For The Purpose Of Paying The Principal Of And Interest On Said Notes As They Become Due; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith, and authorize all required signatures.

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

**F. Consideration of acquiring easements from Envision Management, Inc. for the Oliver Street Lift Station and associated sanitary sewer mains.**

**Action:** Motion to (approve / deny / table) the receipt of easements from Envision Management, Inc., for the Oliver Street Lift Station and associated Gravity Sanitary Sewer Mains and authorize the Mayor to sign.

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



**G. Consideration of accepting a bid for Water, Sanitary Sewer and Drainage Improvements to serve Skyview at Block 49 2nd. Five bids were received:**

<u>Contractor</u>	<u>Water</u>	<u>Sewer</u>	<u>Drainage</u>	<u>Total</u>
Apex	\$128,825.00	\$221,030.00	\$252,920.00	\$602,775.00
Dondlinger	\$86,602.20	\$151,709.00	\$206,217.90	\$444,528.90
McCullough	\$91,493.00	\$133,746.00	\$195,079.20	\$420,318.20
Mies	\$89,599.00	\$160,026.00	\$230,059.00	\$479,684.00
Nowak	\$98,795.00	\$180,622.00	\$212,472.50	\$491,889.50
<i>Engineer's Estimate</i>	<i>\$83,824.00</i>	<i>\$124,129.00</i>	<i>\$230,883.00</i>	<i>\$438,836.00</i>

**Action:** Motion to (accept / deny / table) the bid from \_\_\_\_\_ in the amount of \$\_\_\_\_\_ for Water, Sanitary Sewer and Drainage Improvements to serve Skyview at Block 49 2nd and authorize the Mayor to sign all related documents.

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

**H. Consideration of approving a bid for Chapel Landing, Phase 2 and Homestead Senior Landing Sanitary Sewer Projects Part "A", "B", & "C", Water Line Part "D", and Storm Water Drain Improvements. Three bids were received:**

<u>Project Part</u>	<u>Engineer's Est.</u>	<u>Mies</u>	<u>Nowak</u>	<u>Dondlinger</u>
A. Mains, Lift Station	<i>\$1,136,868.00</i>	\$859,476.00	\$901,854.50	\$1,124,780.22
B. Sanitary Sewer	<i>\$113,073.00</i>	\$80,972.00	\$101,113.50	\$90,572.46
C. Sanitary Sewer	<i>\$400,632.00</i>	\$318,149.50	\$385,743.00	\$415,911.59
D. Water	<i>\$212,156.00</i>	\$219,365.00	\$239,550.00	\$355,491.00
E. Storm Water	<i>\$368,704.50</i>	\$420,088.20	\$366,322.00	\$403,116.50
Total	<i>\$2,231,433.50</i>	\$1,898,050.70	\$1,994,583.00	\$2,389,871.77

**Action:** Motion to (accept / deny / table) the bid from \_\_\_\_\_ in the amount of \$\_\_\_\_\_ for Chapel Landing, Phase 2 and Homestead Senior Landing Sanitary Sewer Projects Part "A", "B", & "C", Water Line Part "D", and Storm Water Drain Improvements Part "E" and authorize the Mayor to sign all related documents.

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

**I. Consideration of a bid for Cured In Place Pipe to be installed in Aurora Park and Lawn Terrace. Three companies were contacted and two bids were received:**

Insituform Technologies USA \$631,792.80

Municipal Pipe Tool Co. LLC \$703,674.34

**Action:** Motion to (approve / deny / table) the bid from \_\_\_\_\_ in the amount not to exceed \$ \_\_\_\_\_ for Cured in Place Pipe to be installed in the Aurora Park and Lawn Terrace neighborhoods, and authorize the Mayor to sign.

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

**J. Consideration of a Development Agreement for Elk Creek 3rd.**

**Action:** Motion to (approve / deny / table) the Development Agreement for Elk Creek 3rd, and authorize the Mayor to sign.

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

**K. Consideration of a Development Agreement for Chapel Landing 6th.**

**Action:** Motion to (approve / deny / table) the Development Agreement for Chapel Landing 6th, and authorize the Mayor to sign.

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

**L. Consideration of the revised Employment Agreement with City Manager Lasher.**

**Action:** Motion to (approve / deny / table) the revised Employment Agreement with City Manager Lasher and authorize the Mayor to sign.

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

**M. Consideration of an Agreement for Professional Services with PEC for Construction Administration and Construction Observation services for the 2022 Street Repairs in the amount of \$62,500.00.**

**Action:** Motion to (approve / deny / table) an Agreement for Professional Services with PEC for Construction Administration and Construction Observation services for the 2022 Street Repairs in the amount of \$62,500 and authorize the Mayor to sign.

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

**N. Consideration of accepting a proposal for the Water and Sanitary Sewer Master Plans. Three proposals were received:**

PEC	\$134,000.00
Garver	\$211,117.00
Burns & McDonnell	\$236,700.00

**Action:** Motion to (accept / deny / table) the proposal from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ for the Water and Sanitary Sewer Master Plans and authorize the Mayor to sign all related documents.

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

**XIV. EXECUTIVE SESSION**

**Action:** Motion to go into executive session for the sole purpose of discussion the subject of: (\_\_\_\_\_), pursuant to the KSA 75-4319 exception for: (\_\_\_\_\_). Invite the City Manager and the City Attorney. The meeting will be for a period of (\_\_) minutes, and the open meeting will resume in City Council Chambers at (\_\_\_\_\_) PM.

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

**XV. DISCUSSION AND FUTURE ISSUES**

**A. Workshop - September 13th at 6:30 pm?**

**XVI. ADJOURNMENT**

**Action:** Motion to adjourn.

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

***Additional Attachments***

- A.** Report - Governing Body Retreat, August 2022
- B.** Planning Commission Report 8/23/2022
- C.** UAC Meeting Minutes July 20, 2022
- D.** Manager's Report - 9-07-2022

**Notice**

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



**MINUTES**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**August 16, 2022 7:00 PM**



**I. CALL TO ORDER:** Mayor Jim Benage called the meeting to order at 7:04 p.m.

**II. ROLL CALL**

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

Also present were City Manager Ty Lasher, Assistant City Manager/ Director of Finance Ted Henry, City Attorney Jacqueline Kelly, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel.

**III. OPENING PRAYER:** Daniel Vanderbom provided the opening prayer.

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

Mayor Benage led the pledge of allegiance.

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

**VI. CONSENT AGENDA**

**A. Minutes of the August 2, 2022 City Council meeting.**

**B. Revised Sanitary Sewer Petition for Phase 1 of Skyview at Block 49 2nd Addition.**

**MOTION:** Councilmember Smith moved to approve the Consent Agenda.  
Councilmember Davied seconded the motion. *Motion carried 5-0.*

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

**A. Consideration of Appropriations Ordinance 22-15 in the amount of \$336,447.62**

**MOTION:** Councilmember Davied moved to approve Appropriations Ordinance 22-15.  
Councilmember Smith seconded the motion. *Motion carried 5-0.*

**VIII. CITY REQUESTED APPEARANCES:** None

- IX. PUBLIC HEARING: IRB for Block 49, LLC-** The purpose of the public hearing is to give property owners and other interested parties the opportunity to speak on the proposed Industrial Revenue Bond and associated exemption from ad valorem taxation of property constructed or purchased with the proceeds from the IRB (Block 49, LLC).

No one spoke.

**MOTION:** Councilmember Hamburg moved to close the public hearing. Councilmember Welch seconded the motion. *Motion carried 5-0.*

- X. CITIZEN CONCERNS:** No one spoke.

## **XI. REPORTS**

### **A. Council Member Reports**

Councilmember Dehn thanked the Bel Aire Police Department and local sponsors for organizing the National Night Out event at City Hall last weekend.

Councilmember Smith thanked the Police Department for organizing the National Night Out.

Councilmember Hamburg reported that she attended the latest meeting of the Bel Aire Lions Club and the Bel Aire Ball.

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

Mayor Benage encouraged citizens to support local businesses who are being affected by the road construction on Woodlawn. Mayor Benage reported that he attended National Night Out and the latest meetings of the Wichita Area Municipal Planning Organization (WAMPO) policy board, the Bel Aire Utility Advisory Committee. He also attended an open house hosted by Jesse Miller Insurance and a meeting with Colonel Nate Vogel at McConnell Air Force Base.

**C. City Attorney Report-** No report was given.

**D. City Manager Report-** No report was given.

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

- A. Consideration of approving the 2023 City of Bel Aire Budget for publication and establish a public hearing to exceed the revenue neutral rate and a public hearing on the budget at the Regular City Council meeting on September 7th, 2022 at 7:00 p.m.**

Ted Henry, Assistant City Manager/ Director of Finance, presented the 2023 Budget and stood for questions from the Council.

**MOTION:** Councilmember Smith moved to approve the City of Bel Aire 2023 Budget as presented for publication and schedule a public hearing to exceed the revenue neutral rate and a public hearing on the budget at a City Council meeting on September 7th, 2022 at 7:00 p.m. Councilmember Welch seconded the motion. *Motion carried 5-0.*

**B. Consideration of accepting a bid for Water Main Replacements in Aurora Park and along 41st Street. Four bids were received:**

<b>Contractor</b>	<b>Price (Aurora Park)</b>	<b>Price (41st Street)</b>
UMC	\$219,717.00	\$210,771.00
Nowak Construction	\$255,400.00	\$217,030.00
Mies Construction	\$303,905.31	\$302,552.84
McCullough Excavation	\$637,500.00	\$462,500.00
Apex Excavation	No Bid	No Bid

**MOTION:** Councilmember Welch moved to accept the bid from UMC in the amount of \$219,717.00 and \$210,771.00 for water main replacements in Aurora Park and along 41st Street and authorize the Mayor to sign all related documents.  
Councilmember Dehn seconded the motion. *Motion carried 5-0.*

**C. Consideration of approving the purchase of an outfitted 2022 Chevrolet 3500 Reg Cab 2WD (Diesel) truck for use by the Public Works Department.**

**MOTION:** Councilmember Smith moved to approve the purchase of an outfitted 2022 Chevrolet 3500 Reg Cab 2WD (Diesel) truck at a cost not to exceed \$53,000.  
Councilmember Welch seconded the motion. *Motion carried 5-0.*

**XIII. EXECUTIVE SESSION**

**MOTION:** Councilmember Hamburg moved to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contract negotiations, pursuant to the KSA 75-4319 exception for: contract negotiations. 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 8:01 p.m. Councilmember Smith seconded the motion. *Motion carried 5-0.*

At 7:46 p.m. the Council went into executive session. At 8:01 p.m. the Council returned to the Council chambers. Mayor Benage stated no binding action had been taken and called the meeting back to order in open session.

**XIV. DISCUSSION AND FUTURE ISSUES**

**MOTION:** Councilmember Davied moved to move the regular City Council meeting from September 6<sup>th</sup> to September 7<sup>th</sup> at 7:00 pm. Councilmember Dehn seconded the motion.  
*Motion carried 5-0.*

**XV. ADJOURNMENT**

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

The meeting adjourned at 8:04 p.m.

**PHASE 1 WATER DISTRIBUTION SYSTEM PETITION**

To the Mayor and City Council  
Bel Aire, Kansas

Dear Council Members:

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

**Skyview at Block 49 2<sup>nd</sup> Addition**

Lots 10 & 27-36, Block C

Lots 6-25, Block D

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being One Hundred and Forty-Three Thousand Dollars (\$143,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1, 2022.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing water main, such benefit fee to be in the amount of Fifteen Thousand Five Hundred Dollars (\$15,500).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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



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

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

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

**Skyview at Block 49 2<sup>nd</sup> Addition**

Lots 10 & 27-36, Block C

Lots 6-25, Block D

The above listed lots shall each pay 1/31 of the total cost of improvements.


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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>Skyview at Block 49 2<sup>nd</sup> Addition</b> Lots 10 & 27-36, Block C Lots 6-25, Block D	By:  Andrew Reese, Managing Member Skyview at Block 49, LLC	<u>8/11/2022</u>

Gilmore & Bell, P.C.  
08/31/2022

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON SEPTEMBER 7, 2022**

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

Absent:

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

\* \* \* \* \*

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/ SKYVIEW AT BLOCK 49 2ND ADDITION - PHASE 1); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-22-28.**

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

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

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

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

\*\*\*\*\*

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

\_\_\_\_\_  
Clerk

Gilmore & Bell, P.C.  
08/31/2022

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

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

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/ SKYVIEW AT BLOCK 49 2ND ADDITION - PHASE 1); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-22-28.**

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

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

**WHEREAS**, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with sewer line improvements authorized by Resolution Nos. R-09-28 and R-11-04 of the City, all pursuant to K.S.A. 12-6a19; and

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

**WHEREAS**, the Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. R-22-28 of the City.

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

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

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

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

(b) The estimated or probable cost of the Improvements is: \$196,000. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2022.

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

**Skyview at Block 49 2nd Addition**

Lots 20 through 35, Block C

Lots 6 through 24, Block D

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

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 20 through 35, Block C, and Lots 6 through 24, Block D, Skyview at Block 49 2<sup>nd</sup> Addition, shall each pay 1/35 of the total assessed cost of the Improvements.

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

(e) In accordance with the provisions of K.S.A. 12-6a19, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing sanitary sewer main, which has been authorized by Resolution Nos. R-09-28 and R-11-04 of the City, such benefit fee to be in the amount of \$27,700, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

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

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

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

**Section 3. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of Resolution No. R-22-28, pursuant to Treasury Regulation 1.150-2.

**Section 4. Repealer.** The provisions of Resolution No. R-22-28 are hereby amended, restated and repealed.

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

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**ADOPTED** by the governing body of the City on September 7, 2022.

(SEAL)

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

ATTEST:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on September 7, 2022 as the same appears of record in my office.

DATED: September 7, 2022.

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

Gilmore & Bell, P.C.  
08/31/2022

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON SEPTEMBER 7, 2022**

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

Absent:

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

\* \* \* \* \*

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/SKYVIEW AT BLOCK 49 2ND ADDITION- PHASE 1); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-22-31.**

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

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

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

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

\*\*\*\*\*

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

\_\_\_\_\_  
Clerk

Gilmore & Bell, P.C.  
08/31/2022

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

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

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/SKYVIEW AT BLOCK 49 2ND ADDITION- PHASE 1); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-22-31.**

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

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

**WHEREAS**, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with water line improvements authorized by Resolution Nos. R-09-25 and R-11-05 of the City, all pursuant to K.S.A. 12-6a19; and

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

**WHEREAS**, the Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. R-22-31 of the City.

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

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

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

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

(b) The estimated or probable cost of the Improvements is: \$143,000. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2022.

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

**Skyview at Block 49 2nd Addition**

Lots 10, and 27-36, Block C

Lots 6-25, Block D

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

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 10, and 27 through 36, Block C, and Lots 6 through 25, Block D, Skyview at Block 49 2<sup>nd</sup> Addition, shall each pay 1/31 of the total assessed cost of the Improvements.

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

(e) In accordance with the provisions of K.S.A. 12-6a19, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing water main, which has been authorized by Resolution Nos. R-09-25 and R-11-05 of the City, such benefit fee to be in the amount of \$15,500, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

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

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

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

**Section 3. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of Resolution No. R-22-31, pursuant to Treasury Regulation 1.150-2.

**Section 4. Repealer.** The provisions of Resolution No. R-22-31 are hereby amended, restated and repealed.

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

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**ADOPTED** by the governing body of the City on September 7, 2022.

(SEAL)

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

ATTEST:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on September 7, 2022 as the same appears of record in my office.

DATED: September 7, 2022.

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



# CLAIMS REPORT

Vendor Checks: 8/10/2022- 8/30/2022

Payroll Checks: 8/10/2022- 8/30/2022

Section VIII, Item A.

## AP ORD 22-16

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
GENERAL					
ABCREATIVE, INC	SWING SET SEATS		548.00	68164	8/11/22
ADOBE, INC	ADOBE ANNUAL SUBSCRIPTION x11	2,921.04		68165	8/11/22
ADOBE, INC	ADOBE:STEPHENS	209.48	3,130.52	1280832	8/30/22
AFLAC	EMPLOYEE MONTHLY PREMIUM		611.88	1280741	8/11/22
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		19.50	68251	8/25/22
ALLISON PERRY	RESTITUTION PYT		57.50	68166	8/11/22
AMAZON CAPITAL SERVICES, INC	PD & OFFICE EQUIP/SUPPLIES		711.68	1280767	8/29/22
AMY VAUGHT	VOLLEYBALL REFUND		38.00	68252	8/25/22
STRUNK PUBLISHING, LLC	BREEZE AD;LEGAL PUBLICATIONS		1,042.96	68253	8/25/22
AT&T	INTERNET BACKUP		105.00	1280742	8/29/22
ATLAS ELECTRIC LLC	CP N POND FOUNTAIN LIGHT REPAI		360.00	68167	8/11/22
AUTOZONE STORES, INC	OIL		28.65	68168	8/11/22
BEALL & MITCHELL, LLC	AUGUST COURT		1,237.98	68255	8/25/22
JAMES BENAGE	MAY-JUL'22 MILEAGE/MEAL REIMB		232.25	68169	8/11/22
BEST BUY 00000513	MICROSOFT OFFICE-SR CNTR		149.99	1280832	8/30/22
BIG SKY PARTY RENTALS, LLC	NNO INFLATIBLES		670.00	68256	8/25/22
BLUE CROSS & BLUE SHIELD OF KS	08/22 ID:0421210		37,972.36	1280769	8/29/22
BRADY INDUSTRIES OF KS	CH:JANITORIAL SUPPLIES		525.54	68170	8/11/22
CASEYS GEN STORE	FUEL #28		70.87	1280832	8/30/22
CHARLIES CAR WASH LLC	FLEET CAR WASH		100.00	1280832	8/30/22
CINTAS CORPORATION NO. 2	AED EQUIPMENT		889.84	68173	8/11/22
LARRY KLEEMAN	CODIFICATION FEE		5,750.00	68259	8/25/22
CENTRAL MECHANICAL WICHITA,LLC	REPAIR UNIT #5,6,9 AC UNITS		2,831.36	68174	8/11/22
SHANNON COOPER / BLAKE COOPER	CRT APPOINTED ATTY SVC		600.00	68175	8/11/22
COUNTRYSIDE LAWN & TREE CARE	WARM TURF APPLICATION		1,561.98	68176	8/11/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		760.56	1280709	8/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		80.17	1280711	8/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		194.64	1280710	8/16/22
VIRGINIA CRICE-SCRIBNER	SUNLIFE INS PREMIUM REFUND		621.06	68178	8/11/22
WICHITA WATER CONDITIONING,INC	WATER SERVICE		37.55	1280747	8/18/22
DELTA DENTAL PLAN of KANSAS	08/22 MONTHLY PREMIUM		2,112.13	68179	8/11/22
DIGITAL OFFICE SYSTEMS	KONICA MINOLTA C224:		88.26	68180	8/11/22
DILLONS #0056	BOTTLED WATER:PD		37.12	1280832	8/30/22
ECITY TRANSACTIONS, LLC	07/22 ONLINE PYT SERVICE		270.00	68181	8/11/22
ELECTRICAL SYSTEMS INC	COUNCIL CHBR NOTIFICATION SYST		1,184.07	68260	8/25/22
MATTHEW J HERMES	CONTRACT MOWING		810.00	68182	8/11/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		250.00	1280740	8/17/22
EVERGREEN RECYCLE	MULCH/BRUSH DISPOSAL		182.00	68261	8/25/22
FEDERAL EXPRESS CORPORATION	SHIPPING		14.57	1280832	8/30/22
FICA/FEDERAL W/H	FED/FICA TAX		18,108.03	1280736	8/17/22
BRIDGESTONE AMERICAS, INC	FLEET MAINT #29 ADMIN CHARGER		2,708.95	68262	8/25/22
GALLS, LLC	UNIFORM/ACCESSORIES & SUPPLIES		588.31	68184	8/11/22
HAWKS INTER-STATE PESTMASTERS	07/22:PEST CONTROL:CH	94.76		68185	8/11/22
HAWKS INTER-STATE PESTMASTERS	08/22:PEST CONTROL:REC	174.52	269.28	68265	8/25/22
INT'L ASSOC CHIEFS OF POLICE	ATTEBERRY:IACP CONF BANQUET		100.00	1280832	8/30/22
IMAGINE IT INC	COMPUTER:LASHER	1,885.12		1280768	8/29/22
IMAGINE IT INC	OFFICE 365 MONTHY AUG'22	692.30	2,577.42	1280770	8/29/22
INTERNATIONAL CODE COUNCIL,INC	ICC CODE BOOK		217.50	1280832	8/30/22
JASONS DELI Q25	MEAL WITH MANAGER		316.13	1280832	8/30/22
JULIAN MICKENS	RESTITUTION PYT		52.50	68187	8/11/22
JULIE HENDERSON	COMMUNITY ROOM DEPOSIT REFUND		150.00	68188	8/11/22
JUSTFASHIONNOW.COM	ATTEBERRY:UNIFORM SHIRT		36.21	1280832	8/30/22

# CLAIMS REPORT

Vendor Checks: 8/10/2022- 8/30/2022

Payroll Checks: 8/10/2022- 8/30/2022

Section VIII, Item A.

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
KANSAS GOLF & TURF, INC	EDGER BLADE,TRIMMER LINE		133.65	68266	8/25/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		668.05	68268	8/25/22
KANSAS DEPT OF REVENUE	STATE TAX		2,969.39	1280739	8/17/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		15.27	1280752	8/23/22
KANSAS GAS SERVICE	GAS SVC:REC		53.39	1280749	8/23/22
KANSAS GAS SERVICE	GAS SVC:CH		98.52	1280750	8/23/22
KANSAS GAS SERVICE	GAS SVC:POOL		40.72	1280751	8/23/22
KS PEACE OFFICERS' ASSOC	ATTEBERRY:KPOA CONFERENCE		150.00	1280832	8/30/22
K P E R S	KPERS TIER 3		11,992.70	1280738	8/17/22
KS SECRETARY OF STATE	NOTARY FILING FEE KREHBIEL		25.00	68269	8/25/22
KANSAS STATE TREASURER	07/22:COURT FEES		3,086.37	68270	8/25/22
KS JUVENILE OFFICERS ASSOC	KS JUVENILE OFFICER ASSN CONF:		225.00	1280832	8/30/22
THE UNIVERSITY OF KANSAS	LANGFORD:INSTRUCTOR DEVELOPMEN		250.00	68192	8/11/22
TY LASHER	ICMA FLIGHT		561.82	68193	8/11/22
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	88.00		68194	8/11/22
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	656.00	744.00	68271	8/25/22
LEAGUE OF KS MUNICIPALITIES	LKM CONF:X5 ATTENDEES		1,100.00	68195	8/11/22
LOGMEIN USA, INC	REMOTE SOFTWARE:HENRY		44.00	1280832	8/30/22
KIMBERLY LOPEZ	PD UNIFORMS REIMB		161.21	68196	8/11/22
MABCD	07/22 INSPECTIONS		950.00	68272	8/25/22
MAXIMUM OUTDOOR EQUIPMENT/SVC	MOWER PARTS		221.70	68198	8/11/22
CRAIG A MCCOSKEY	CONTRACT MOWING		400.00	68273	8/25/22
MICHAELS	DAY CAMP SUPPLIES		24.97	1280832	8/30/22
MODERN OPTIONS	SIDEWALK REPAIRS		2,500.00	68199	8/11/22
NATIONAL LEAGUE OF CITIES	ANNUAL MEMBERSHIP 2022		1,202.00	68276	8/25/22
NATIONAL NIGHT OUT	NAT'L NIGHT OUT SUPPLIES		99.39	1280832	8/30/22
OD KIT, LLC	OD KITS		199.96	1280832	8/30/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	25.50		1280754	8/19/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	565.66		1280756	8/12/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	1,016.01		1280757	8/19/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	1,143.39	2,750.56	1280758	8/19/22
PROFESSIONAL ENGINEERING CONSU	WAMPO PLANNING SUPPORT SVC		97.50	68200	8/11/22
PITNEY BOWES GLOBAL FINANCIAL	MONTHLY POSTAGE		500.00	1280759	8/12/22
QUILL	OFFICE SUPPLIES		613.27	1280771	8/29/22
RESTREAM, INC.	LIVE STREAM SERVICE		15.20	1280832	8/30/22
RYAN REIMERS	POOL REFUND		40.00	68278	8/25/22
BELRON US	#38 WINDSHIELD REPAIR		147.98	68203	8/11/22
SAMSLUB #6418	OFFICE EQUIP/SUPPLIES		845.06	1280832	8/30/22
MASON SCHELL	REIMBURSE EVENT ICE		13.92	68204	8/11/22
SEDGWICK CO DEPT OF FINANCE	07/22 PRISONER HOUSING FEES		62.79	68205	8/11/22
SEWING & EMBROIDERY WORKS LLC	COUNCIL AND STAFF APPAREL		1,437.00	68206	8/11/22
RASHELL D LASHBROOK	09/22 JANITORIAL SVC:CH		2,618.19	68279	8/25/22
JR SIMPLOT COMPANY	FERTILIZER		365.00	68207	8/11/22
SUMNER GROUP INC	COPIERS CONTRACTS/SUPPLIES	203.86		68209	8/11/22
SUMNER GROUP INC	COPIERS CONTRACTS/SUPPLIES	301.31	505.17	68281	8/25/22
SUN LIFE & HEALTH INS CO	08/22 VOLUNTARY LIFE PYMNT		322.85	68210	8/11/22
SUNRISE CHRISTIAN ACADEMY	DAY CAMP VAN RENTAL		500.00	68249	8/17/22
SUPERIOR RUBBER STAMP & SEAL	COURT STAMP		25.50	68282	8/25/22
THE HOME DEPOT 2204	PW EQUIP		299.00	1280832	8/30/22
TRAVELERS COMMERCIAL LINES	NOTARY INSURANCE		90.00	68283	8/25/22
TREE TOP NURSERY & LANDSCAPE	CONTRACT MOWING		2,817.10	68211	8/11/22
THEODORE R WALLENDER	INSTALL RADIO SYSTEM		812.50	68212	8/11/22
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES		4,526.02	1280730	8/10/22

# CLAIMS REPORT

Vendor Checks: 8/10/2022- 8/30/2022

Payroll Checks: 8/10/2022- 8/30/2022

Section VIII, Item A.

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
UNDERGROUND VAULTS & STORAGE	DOCUMENT SHREDDING	10.00		68213	8/11/22
UNDERGROUND VAULTS & STORAGE	FILE RETRIEVAL/INTERFILING	6.00	16.00	68284	8/25/22
UNITED INDUSTRIES INC	POOL:CHEMICALS		519.89	68215	8/11/22
ICMA RETIREMENT 304804	CITY MGR 457		998.82	1280737	8/17/22
VISTA PRINT	BUSINESS CARDS		168.80	1280832	8/30/22
WAL-MART #1507	DAY CAMP/CONCESSIONS		367.84	1280832	8/30/22
WEST BEND MUTUAL INSURANCE CO	POLICY#B117697:SPEC EVENTS INS		361.00	68216	8/11/22
WEX BANK	FUEL		3,778.87	1280761	8/18/22
MCCULLOUGH ENTERPRISES, INC	OIL AND FILTERS		490.28	68217	8/11/22
LAFE T WILLIAMS & ASSOCIATES,	JANITORIAL SUPPLIES	108.05		68218	8/11/22
LAFE T WILLIAMS & ASSOCIATES,	JANITORIAL SUPPLIES	90.47	198.52	68286	8/25/22
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC		368.75	68219	8/11/22
CEDBR	BLOCK 49 IMPACT STUDY		890.00	68220	8/11/22
WICHITA STATE UNIVERSITY	KSGFOA CONF:HENRY		270.00	1280832	8/30/22
ZERO9 SOLUTIONS LLC	NARCAN HOLSTERS		139.80	1280832	8/30/22
01 GENERAL TOTAL			146,902.61		
WATER UTILITY					
TIMOTHY AELMORE	KWEA CONF PER DIEM:AELMORE		88.00	68250	8/25/22
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		23.40	68251	8/25/22
BANK OF NEW YORK MELLON TRUST	08/22 WATER DEBT SVC	53,689.47		1280743	8/15/22
BANK OF NEW YORK MELLON TRUST	541071:08/22 O&M WATER	39,351.50	93,040.97	1280745	8/20/22
BLUE CROSS & BLUE SHIELD OF KS	08/22 ID:0421210		4,545.75	1280769	8/29/22
CHISHOLM CREEK UTILITY AUTH.	07/22 CUA CONTINGENCY	3,000.00		68172	8/11/22
CHISHOLM CREEK UTILITY AUTH.	08/22 CUA CONTINGENCY	3,000.00	6,000.00	68257	8/25/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		51.86	1280709	8/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		96.20	1280711	8/16/22
DELTA DENTAL PLAN of KANSAS	08/22 MONTHLY PREMIUM		279.54	68179	8/11/22
ECITY TRANSACTIONS, LLC	07/22 ONLINE PYT SERVICE		90.00	68181	8/11/22
FICA/FEDERAL W/H	FED/FICA TAX		2,727.25	1280736	8/17/22
FUZZY'S TACO SHOP	UB STAFF MEALS		96.20	1280832	8/30/22
KANSAS ONE-CALL SYSTEM, INC.	LOCATE FEES:526 FOR 07/22		315.60	68189	8/11/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		504.81	68268	8/25/22
KANSAS DEPT OF REVENUE	STATE TAX		476.13	1280739	8/17/22
KANSAS DEPT OF REVENUE	07/22 SALES TAX		1,414.07	1280753	8/15/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		18.32	1280752	8/23/22
KANSAS GAS SERVICE	GAS SVC:PUMPHOUSE		44.71	1280748	8/23/22
KANSAS GAS SERVICE	GAS SVC:CH		6.72	1280750	8/23/22
K P E R S	KPERS TIER 3		1,806.08	1280738	8/17/22
MCDONALD TINKER PA	LEGAL:NEW CUA AGREEMENT		493.50	68274	8/25/22
POSTMASTER	08/22 POSTAGE:UTILITY BILLS		442.69	68248	8/17/22
PUBLIC WORKS & UTILITIES	28,245,000 GAL:07/06-08/03/22		126,627.55	68277	8/25/22
RAIN PLUS	REFUND BACKFLOW TEST OVER PYT		5.00	68201	8/11/22
RASHELL D LASHBROOK	09/22 JANITORIAL SVC:PW		103.22	68279	8/25/22
SUN LIFE & HEALTH INS CO	08/22 VOLUNTARY LIFE PYMNT		30.72	68210	8/11/22
THE HOME DEPOT 2204	TOOLS/SUPPLIES		67.40	1280832	8/30/22
HD SUPPLY FACILITIES MAINTENAN	CHLORINE REGEANTS		1,086.64	68285	8/25/22
USPS PO 1946750085	MAIL WATER SAMPLES		39.15	1280832	8/30/22
WEX BANK	FUEL		139.03	1280761	8/18/22
02 WATER UTILITY TOTAL			240,660.51		

# CLAIMS REPORT

Vendor Checks: 8/10/2022- 8/30/2022

Section VIII, Item A.

Payroll Checks: 8/10/2022- 8/30/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
SEWER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		23.40	68251	8/25/22
AMAZON CAPITAL SERVICES, INC	FILE ORGANIZER		33.80	1280767	8/29/22
ATLAS ELECTRIC LLC	ROCK RD LIGHT STATION VFD REP		680.00	68167	8/11/22
BANK OF NEW YORK MELLON TRUST	08/22 WASTEWATER DEBT SVC	56,318.72		1280744	8/20/22
BANK OF NEW YORK MELLON TRUST	541071:08/22 O&M WASTEWATER	35,721.82	92,040.54	1280746	8/20/22
BLUE CROSS & BLUE SHIELD OF KS	08/22 ID:0421210		3,817.28	1280769	8/29/22
CHISHOLM CREEK UTILITY AUTH.	07/22 CCUA CONTINGENCY	2,800.00		68172	8/11/22
CHISHOLM CREEK UTILITY AUTH.	08/22 CCUA CONTINGENCY	2,840.00	5,640.00	68257	8/25/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		51.86	1280709	8/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		96.20	1280711	8/16/22
DELTA DENTAL PLAN of KANSAS	08/22 MONTHLY PREMIUM		361.82	68179	8/11/22
ECITY TRANSACTIONS, LLC	07/22 ONLINE PYT SERVICE		90.00	68181	8/11/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		400.00	1280740	8/17/22
FICA/FEDERAL W/H	FED/FICA TAX		2,242.88	1280736	8/17/22
JCI INDUSTRIES, INC.	ROCK ROAD LIFT STATION PUMP		37,501.00	68186	8/11/22
KANSAS ONE-CALL SYSTEM, INC.	LOCATE FEES:526 FOR 07/22		315.60	68189	8/11/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		333.20	68268	8/25/22
KS DEPT HEALTH / ENVIRONMENT	C20 1959-01:SEWER LOAN DEBT SV		15,844.72	68190	8/11/22
KANSAS DEPT OF REVENUE	STATE TAX		367.04	1280739	8/17/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		18.32	1280752	8/23/22
KANSAS GAS SERVICE	GAS SVC:CH		6.70	1280750	8/23/22
K P E R S	KPERS TIER 3		1,423.61	1280738	8/17/22
MCDONALD TINKER PA	LEGAL:NEW CCUA AGREEMENT		493.50	68274	8/25/22
MOBILE MINI, INC	PORTABLE PUMP RENTAL:53RD LS		581.54	68275	8/25/22
POSTMASTER	08/22 POSTAGE:UTILITY BILLS		442.68	68248	8/17/22
PUBLIC WORKS & UTILITIES	BULK SEWER 06/30-07/31/22		164.31	1280760	8/10/22
QUILL	OFFICE SUPPLIES		29.24	1280771	8/29/22
RASHELL D LASHBROOK	09/22 JANITORIAL SVC:PW		103.19	68279	8/25/22
JON STEHMAN	KWEA PER DIEM:STEHMAN		88.00	68280	8/25/22
03 SEWER UTILITY TOTAL			163,190.43		
SPECIAL STREET & HIWAY					
AFLAC	EMPLOYEE MONTHLY PREMIUM		262.71	1280741	8/11/22
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		11.70	68251	8/25/22
BLUE CROSS & BLUE SHIELD OF KS	08/22 ID:0421210		2,083.06	1280769	8/29/22
CENTRAL PS&S HOLDINGS, LLC	SHOP SUPPLIES		57.25	68171	8/11/22
CILLESSEN & SONS, INC	53RD ST CLOSURE SIGNAGE		470.00	68258	8/25/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		48.10	1280711	8/16/22
CRAFCO, INC	STREET MATERIALS SUPPLIES		5,604.02	68177	8/11/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING		8,063.02	1280714	8/15/22
FERRELLGAS	PROPANE		90.18	68183	8/11/22
FICA/FEDERAL W/H	FED/FICA TAX		579.47	1280736	8/17/22
HARBOR FREIGHT TOOLS 882	TOOLS		249.99	1280832	8/30/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		1,026.30	68268	8/25/22
KANSAS DEPT OF REVENUE	STATE TAX		88.04	1280739	8/17/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		9.16	1280752	8/23/22
K P E R S	KPERS		426.12	1280738	8/17/22
MCCONNELL & ASSOCIATES	STREET MATERIALS/SUPPLIES		5,343.00	68197	8/11/22
SUN LIFE & HEALTH INS CO	08/22 VOLUNTARY LIFE PYMNT		140.40	68210	8/11/22
WEX BANK	FUEL		455.39	1280761	8/18/22

# CLAIMS REPORT

Vendor Checks: 8/10/2022- 8/30/2022

Payroll Checks: 8/10/2022- 8/30/2022

Section VIII, Item A.

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	04 SPECIAL STREET & HIWAY TOTAL		25,007.91		
CAPITAL IMPRV RESERVE					
GARVER	47TH ST CEI	1,971.38	68264	8/25/22	
MODERNOPTIONS	SIDEWALK REPAIRS	1,200.00	68199	8/11/22	
PROFESSIONAL ENGINEERING	STREET EVALUATION 210641-001	11,340.00	68200	8/11/22	
	05 CAPITAL IMPRV RESERVE TOTAL		14,511.38		
EQUIPMENT RESERVE					
RUSH TRUCK CENTERS	2023 INTERNATIONAL TRUCK	160,895.00	68202	8/11/22	
	06 EQUIPMENT RESERVE TOTAL		160,895.00		
CAPITAL PROJECTS					
KANSAS DEPT OF TRANSPORTATION	RAIL SPUR LOAN PYMNT #84	3,877.06	68191	8/11/22	
	09 CAPITAL PROJECTS TOTAL		3,877.06		
STORMWATER UTILITY					
GARVER	AURORA ARK DRAINAGE	366.80	68264	8/25/22	
SITEONE LANDSCAPE SUPPLY HOLDI	EROSION MAT MULCH	414.99	68208	8/11/22	
THE HOME DEPOT 2204	OLIVER-45TH DITCH REPAIR	53.94	1280832	8/30/22	
	14 STORMWATER UTILITY TOTAL		835.73		
CAPITAL PROJECTS #2 FUND					
STRUNK PUBLISHING, LLC	RES 22-35	311.04	68253	8/25/22	
BAUGHMAN COMPANY, P.A.	22-01-E096 53RD/OLIVER SS	188,500.00	68254	8/25/22	
GARVER	ROCK SPR 4TH ADD:PH1	85,080.67	68264	8/25/22	
KANSAS REGISTER	BOND NOTICE G02022A/TN2022B	168.00	68267	8/25/22	
UNION PACIFIC RAILROAD COMPANY	PRELIM ENG:WOODLAWN XING	3,450.69	68214	8/11/22	
	33 CAPITAL PROJECTS #2 FUND TOTAL		277,510.40		
	Accounts Payable Total		1,033,391.03		
Payroll Checks					
	01 GENERAL	58,970.15			
	02 WATER UTILITY	7,922.44			
	03 SEWER UTILITY	5,910.49			
	04 SPECIAL STREET & HIWAY	1,832.45			
	Total Paid On: 8/17/22		74,635.53		
	Total Payroll Paid		74,635.53		

**CLAIMS REPORT**  
Vendor Checks: 8/10/2022- 8/30/2022

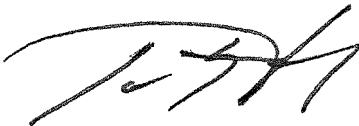
Section VIII, Item A.

Payroll Checks: 8/10/2022- 8/30/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
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Report Total

1,108,026.56



AUG 31 2022

**RESOLUTION NO. \_\_\_\_\_**

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

**WHEREAS**, the Revenue Neutral Rate for the City of Bel Aire was calculated as 39.722 mills by the Sedgwick County Clerk; and

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

**WHEREAS**, the Governing Body held a hearing on September 7, 2022 allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

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

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

The City of Bel Aire shall levy a property tax rate exceeding the Revenue Neutral Rate of 39.722 mills.

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022 and **SIGNED** by the Mayor.

\_\_\_\_\_  
Mayor

Attested:

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





City of Bel Aire

2023

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

Budgeted Funds for 2022	Ad Valorem Levy Tax Year 2021	Allocation for Year 2023				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	3,397,681	450,000	4,284	483	10,569	1,734
Debt Service						
Library						
TOTAL	3,397,681	450,000	4,284	483	10,569	1,734

County Treas Motor Vehicle Estimate	450,000					
County Treas Recreational Vehicle Estimate		4,284				
County Treas 16/20M Vehicle Estimate			483			
County Treas Commercial Vehicle Tax Estimate				10,569		
County Treas Watercraft Tax Estimate					1,734	

Motor Vehicle Factor	0.13244					
Recreational Vehicle Factor		0.00126				
16/20M Vehicle Factor			0.00014			
Commercial Vehicle Factor				0.00311		
Watercraft Factor					0.00051	

2023

<b>Expenditure Fund Transferred From:</b>	<b>Receipt Fund Transferred To:</b>	<b>Actual Amount for 2021</b>	<b>Current Amount for 2022</b>	<b>Proposed Amount for 2023</b>	<b>Transfers Authorized by Statute</b>
General	Bond & Interest	385,831	639,920	640,695	12-1, 118
General	Trustee Fund (PBC)	1,374,163	1,477,949	1,476,499	12-1, 118
General	Capital Improvement	1,300,000	1,400,000	1,157,871	12-1, 118
General	Equipment Reserve	50,000	100,000	100,000	12-1, 117
General	Land Bank	0	135,000	135,000	12-5902c
Water	Bond & Interest	158,437	159,632	99,836	12-825d
Water	Equipment Reserve	100,000	100,000	150,000	12-825d
Sewer	Bond & Interest	197,717	199,305	150,867	12-825d
Sewer	Equipment Reserve	100,000	100,000	150,000	12-825d
Solid Waste	Special Highway	100,000	100,000	100,000	12-825d
	<b>Totals</b>	3,766,148	4,411,806	4,160,768	
	<b>Adjustments*</b>				
	<b>Adjusted Totals</b>	3,766,148	4,411,806	4,160,768	

\*Note: Adjustments are required only if the transfer is being made in 2022 and/or 2023 from a non-budgeted fund.

City of Bel Aire

2023

## STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2022	Date Due		Amount Due 2022		Amount Due 2023	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
SERIES 2014A	07/15/14	10/01/34	2.0-3.8	1,100,000	760,000	4/1 - 10/1	10/1	26,100	45,000	24,863	50,000
SERIES 2015A	04/29/15	11/01/27	2.0-2.5	5,390,000	2,195,000	5/1 - 11/1	11/1	47,088	650,000	34,088	295,000
SERIES 2015B	04/30/15	11/01/27	1.5-3.3	575,000	260,000	5/1 - 11/1	11/1	7,525	60,000	6,100	40,000
SERIES 2015D	10/01/15	11/01/36	2.0-3.0	3,960,000	3,125,000	5/1 - 11/1	11/1	94,500	180,000	90,900	185,000
SERIES 2015E	10/01/15	11/01/36	1.5-4.0	220,000	175,000	5/1 - 11/1	11/1	8,005	10,000	7,665	10,000
SERIES 2016A	11/22/16	11/01/37	2.0-4.0	2,820,000	2,230,000	5/1 - 11/1	11/1	63,150	150,000	60,150	155,000
SERIES 2017A	11/21/17	11/01/38	3.0-3.1	5,545,000	4,810,000	5/1/ - 11/1	11/1	144,900	260,000	137,100	265,000
SERIES 2019A	11/21/19	11/01/40	2.0-3.0	6,060,000	5,825,000	5/1/ - 11/1	11/1	141,560	240,000	134,360	250,000
SERIES 2019B	11/21/19	11/01/29	1.9-2.5	1,430,000	1,165,000	5/1/ - 11/1	11/1	26,165	135,000	23,465	140,000
SERIES 2020B	11/02/20	11/01/41	1.4-2.0	3,650,000	3,375,000	5/1/ - 11/1	11/1	64,245	285,000	58,545	295,000
SERIES 2021A	07/06/21	11/01/34	2.0-4.0	5,135,000	5,135,000	5/1/ - 11/1	11/1	238,885	395,000	165,250	475,000
SERIES 2022C	11/16/21	11/01/41	2.1-4.0	2,440,000	2,440,000	5/1/ - 11/1	11/1	61,926	95,000	65,956	90,000
<b>Total G.O. Bonds</b>					<b>31,495,000</b>			<b>924,049</b>	<b>2,505,000</b>	<b>808,442</b>	<b>2,250,000</b>
Revenue Bonds:											
PBC SERIES 2014A	12/18/2014	2/1/2030	2.0-4.0	3,050,000	2,010,000	2/1 - 8/1	2/1	75,650	190,000	68,800	200,000
PBC SERIES 2014B	12/18/2014	2/1/2030	2.0-4.6	1,120,000	720,000	2/1 - 8/1	2/1	27,978	80,000	25,078	80,000
PBC SERIES 2021	5/18/2021	5/1/2034	2.0-2.2	13,195,000	13,195,000	5/1 -11/1	5/1	258,310	900,000	915,000	240,160
<b>Total Revenue Bonds</b>					<b>15,925,000</b>			<b>361,938</b>	<b>1,170,000</b>	<b>1,008,878</b>	<b>520,160</b>
Other:											
GO TN SERIES 2019C	11/21/2019	12/1/2022	1.35	2,860,000	2,860,000	6/1 -12/1	12/1	38,610	2,860,000	0	0
GO TN SERIES 2020A	6/15/2020	12/1/2023	1.25	1,985,000	1,985,000	6/1 -12/1	12/1	24,813	0	24,813	0
GO TN SERIES 2020C	11/2/2020	12/1/2023	0.55	3,195,000	3,195,000	6/1 -12/1	12/1	13,419	0	13,419	0
GO TN SERIES 2021B	7/6/2021	12/1/2024	0.38	9,850,000	9,850,000	6/1 -12/1	12/1	51,815	0	51,815	0
2014 KPWSLF (WATER)	8/1/2014	2/1/2034	2.16	843,895	563,867	2/1-8/1	2/1-8/1	10,299	40,827	9,556	41,713
2014 KWPCRLF (SEWER)	9/1/2014	3/1/2034	2.12	535,980	346,377	3/1-9/1	3/1-9/1	6,630	25,503	6,151	26,047
2015 KDOT RAIL LOAN	10/1/2015	9/1/2025	2.00	465,247	164,353	MP	MP	2,889	43,636	2,008	44,517
<b>Total Other</b>					<b>18,964,597</b>			<b>148,475</b>	<b>2,969,966</b>	<b>107,762</b>	<b>112,277</b>
<b>Total Indebtedness</b>					<b>66,384,597</b>			<b>1,434,462</b>	<b>6,644,966</b>	<b>1,925,082</b>	<b>2,882,437</b>

2023

## STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION\*

Item Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance On Jan 1 2022	Payments Due 2022	Payments Due 2023
<b>Totals</b>					<b>0</b>	<b>0</b>	<b>0</b>

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

2023

## Adopted Budget

In Lieu of Taxes (IRB)	0	0	0
Interest on Idle Funds	1,143	10,000	18,000
Neighborhood Revitalization Rebate			0
Miscellaneous	76,438	24,503	41,307
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>6,865,650</b>	<b>7,251,050</b>	<b>3,546,529</b>
<b>Resources Available:</b>	<b>10,192,736</b>	<b>10,778,865</b>	<b>6,503,930</b>

City of Bel Aire

**FUND PAGE - GENERAL**

Adopted Budget General	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
<b>Resources Available:</b>	10,192,736	10,778,865	6,503,930
Expenditures:			
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
Sub-Total detail page	0	0	0
Salaries & Benefits	2,429,456	2,880,892	3,251,740
Contractual Obligations	549,866	664,598	667,048
Commodities	458,569	445,605	493,350
Capital Outlays	117,036	77,500	80,000
Transfers Out			
Transfers TO Bond & Interest	385,831	639,920	640,695
Transfers TO Trustee Fund (PBC)	1,374,163	1,477,949	1,476,499
Transfers TO Capital Improvement	1,300,000	1,400,000	1,157,871
Transfers TO Equipment Reserve	50,000	100,000	100,000
Transfers TO Land Bank	0	135,000	135,000
Cash Forward (2023 column)			2,202,288
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>6,664,921</b>	<b>7,821,464</b>	<b>10,204,491</b>
Unencumbered Cash Balance Dec 31	3,527,815	2,957,401	xxxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount:	8,795,376	9,238,587	10,204,491
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		10,204,491
	Tax Required		3,700,561
Delinquent Comp Rate:	0.0%		0
Amount of 2022 Ad Valorem Tax			3,700,561

<b>CPA Summary</b>
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City of Bel Aire

2023

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget Special Highway	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	208,117	238,852	153,737
Receipts:			
State of Kansas Gas Tax	243,294	227,270	230,770
County Transfers Gas	105,636	98,500	100,050
Transfer in from Solid Waste	100,000	100,000	100,000
Interest on Idle Funds	0	0	0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>448,930</b>	<b>425,770</b>	<b>430,820</b>
<b>Resources Available:</b>	<b>657,047</b>	<b>664,622</b>	<b>584,557</b>
Expenditures:			
Salaries & Benefits	83,675	85,803	90,455
Contractual Obligations	120,585	125,591	126,716
Commodities	201,714	144,491	154,250
Capital Outlays	12,221	155,000	105,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>418,195</b>	<b>510,885</b>	<b>476,421</b>
Unencumbered Cash Balance Dec 31	238,852	153,737	108,136
2021/2022/2023 Budget Authority Amount:	436,588	401,420	476,421

See Tab C

Adopted Budget

Water Utility	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	1,857,523	2,411,459	1,938,713
Receipts:			
Utility income	3,143,000	3,192,000	3,171,000
Interest on Idle Funds	63	4,500	5,000
Miscellaneous	14,355	10,000	10,000
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>3,157,418</b>	<b>3,206,500</b>	<b>3,186,000</b>
<b>Resources Available:</b>	<b>5,014,941</b>	<b>5,617,959</b>	<b>5,124,713</b>
Expenditures:			
Salaries & Benefits	327,410	342,034	372,434
Contractual Obligations	1,716,005	2,012,816	2,096,602
Commodities	239,087	413,050	473,600
Capital Outlays	10,828	600,000	300,000
Debt Service	51,715	51,714	51,715
Transfers TO Bond & Interest	158,437	159,632	99,836
Transfers TO Equipment Reserve	100,000	100,000	150,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>2,603,482</b>	<b>3,679,246</b>	<b>3,544,187</b>
Unencumbered Cash Balance Dec 31	2,411,459	1,938,713	1,580,526
2021/2022/2023 Budget Authority Amount:	2,937,875	2,826,606	3,544,187

See Tab C

CPA Summary



City of Bel Aire

2023

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
<b>Sewer Utility</b>			
Unencumbered Cash Balance Jan 1	2,305,473	2,886,057	2,439,547
Receipts:			
Sewer Utility Income	2,764,648	2,815,135	2,787,289
Interest on Idle Funds	82	10,000	10,000
Miscellaneous	5,664	0	0
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>2,770,394</b>	<b>2,825,135</b>	<b>2,797,289</b>
<b>Resources Available:</b>	<b>5,075,867</b>	<b>5,711,192</b>	<b>5,236,836</b>
Expenditures:			
Salaries & Benefits	373,725	371,451	376,526
Contractual Obligations	1,382,388	1,568,200	1,591,876
Commodities	104,290	401,000	493,500
Capital Outlays	0	600,000	300,000
Debt Service	31,690	31,689	31,689
Transfers TO Bond & Interest	197,717	199,305	150,867
Transfers TO Equipment Reserve	100,000	100,000	150,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>2,189,810</b>	<b>3,271,645</b>	<b>3,094,458</b>
Unencumbered Cash Balance Dec 31	2,886,057	2,439,547	2,142,378
2021/2022/2023 Budget Authority Amount:	2,685,282	2,443,637	3,094,458

See Tab C

Adopted Budget

Adopted Budget	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
<b>Bond &amp; Interest</b>			
Unencumbered Cash Balance Jan 1	572,942	498,401	489,069
Receipts:			
Special Assessments	2,312,079	2,459,484	2,307,075
Delinquent Special Assessments	98,589	35,000	0
Bond Proceeds	7,239	0	238,440
Transfers FROM General Fund	385,831	639,920	640,695
Transfer FROM Water	158,437	159,632	99,836
Transfer FROM Sewer	197,717	199,305	150,867
Interest on Idle Funds	67	150	300
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>3,159,959</b>	<b>3,493,491</b>	<b>3,437,213</b>
<b>Resources Available:</b>	<b>3,732,901</b>	<b>3,991,892</b>	<b>3,926,282</b>
Expenditures:			
Debt Service Principal	2,470,000	2,555,000	2,317,100
Debt Service Interest	764,500	947,823	1,101,004
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>3,234,500</b>	<b>3,502,823</b>	<b>3,418,104</b>
Unencumbered Cash Balance Dec 31	498,401	489,069	508,178
2021/2022/2023 Budget Authority Amount:	3,287,480	3,502,823	3,418,104

**CPA Summary**

City of Bel Aire

2023

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Storm Water Utility</b>	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	271,738	308,957	389,557
Receipts:			
Storm Water Utility Income	87,852	85,600	86,600
Interest on Idle Funds	3	0	0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>87,855</b>	<b>85,600</b>	<b>86,600</b>
<b>Resources Available:</b>	<b>359,593</b>	<b>394,557</b>	<b>476,157</b>
Expenditures:			
Contractual Obligations	50,636	5,000	5,000
Capital Outlays	0	0	446,157
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>50,636</b>	<b>5,000</b>	<b>451,157</b>
Unencumbered Cash Balance Dec 31	308,957	389,557	25,000
2021/2022/2023 Budget Authority Amount:	252,223	244,715	451,157

Adopted Budget

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Solid Waste Utility</b>	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	232,021	245,818	187,191
Receipts:			
Trash Fees Collected	433,684	431,472	440,101
Recycle Fees Collected	145,551	144,094	146,976
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>579,235</b>	<b>575,566</b>	<b>587,077</b>
<b>Resources Available:</b>	<b>811,256</b>	<b>821,384</b>	<b>774,268</b>
Expenditures:			
Contratual Services	465,438	534,193	544,177
Transfers TO Special Highway	100,000	100,000	100,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>565,438</b>	<b>634,193</b>	<b>644,177</b>
Unencumbered Cash Balance Dec 31	245,818	187,191	130,091
2021/2022/2023 Budget Authority Amount:	635,000	634,193	644,177

**CPA Summary**

City of Bel Aire

2023

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget <b>Land Bank</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	1,349,134	1,619,588	5,012,660
Receipts:			
Residential Lot Sales	1,843,105	3,556,738	0
Commercial Lot Sales	385,327	0	0
Transfer FROM General Fund	0	0	135,000
Interest on Idle Funds	34	20,000	50,000
Miscellaneous	32,839	16,721	
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>2,261,305</b>	<b>3,593,459</b>	<b>185,000</b>
<b>Resources Available:</b>	<b>3,610,439</b>	<b>5,213,047</b>	<b>5,197,660</b>
Expenditures:			
Special Assessments	245,212	200,000	200,000
Contractual Obligations	85,639	387	0
Debt Service Principal	1,660,000	0	0
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>1,990,851</b>	<b>200,387</b>	<b>200,000</b>
Unencumbered Cash Balance Dec 31	1,619,588	5,012,660	4,997,660
2021/2022/2023 Budget Authority Amount:	2,111,000	237,500	200,000

Adopted Budget

0	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Resources Available:</b>	<b>0</b>	<b>0</b>	<b>0</b>
Expenditures:			
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>
Unencumbered Cash Balance Dec 31	0	0	0
2021/2022/2023 Budget Authority Amount:	0	0	0

**CPA Summary**

State of \_\_\_\_\_  
City

0

**NON-BUDGETED FUNDS (A)**

2023

*(Only the actual budget year for 2021 is to be shown)***Non-Budgeted Funds-A**

(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:		
<b>Capital Improvement Reserve</b>		<b>Equipment Reserve</b>		<b>Capital Projects</b>		<b>Trustee (PBC)</b>		<b>Police Forfeiture</b>		
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		<b>Total</b>
Cash Balance Jan 1	612,046	Cash Balance Jan 1	363,574	Cash Balance Jan 1	3,976,890	Cash Balance Jan 1	1,445,572	Cash Balance Jan 1	3,653	6,401,735
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Transfer In	1,300,000	Transfer In	250,000	Bond Proceeds	12,453,651	Transfers In	1,661,830			
Miscellaneous	83,467	Miscellaneous	29,643	Capital Contributions	0	Rents	230,222			
				Other	445	Other	26			
Total Receipts	1,383,467	Total Receipts	279,643	Total Receipts	12,454,096	Total Receipts	1892078	Total Receipts	0	16,009,284
Resources Available:	1,995,513	Resources Available:	643,217	Resources Available:	16,430,986	Resources Available:	3,337,650	Resources Available:	3,653	22,411,019
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Capital Outlay	1,244,073	Capital Outlay	55,129	Capital Projects	12,181,160	Bond Principal	2,415,000			
				Temp Note Principal	42,773	Bond Interest	502,913			
				Temp Note Interest	81,375	Miscellaneous	2,475			
				Cost of Issuance	187,880	Cost of Issuance	248,417			
Total Expenditures	1,244,073	Total Expenditures	55,129	Total Expenditures	12,493,188	Total Expenditures	3,168,805	Total Expenditures	0	16,961,195
Cash Balance Dec 31	751,440	Cash Balance Dec 31	588,088	Cash Balance Dec 31	3,937,798	Cash Balance Dec 31	168,845	Cash Balance Dec 31	3,653	<b>5,449,824</b> **
										<b>5,449,824</b> **

\*\*Note: These two block figures should agree.

**CPA Summary**

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

The governing body of  
**City of Bel Aire**

will meet on 9/7/22 at 7:00 pm at City Hall for the purpose of  
hearing and answering objections of taxpayers relating to the Revenue Neutral Rate and the amount of ad valorem tax and proposed use of all funds  
Detailed budget information is available at City Hall, [www.belaireks.gov](http://www.belaireks.gov) and will be available at this hearing

**BUDGET SUMMARY**

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget  
Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2021		Current Year Estimate for 2022		Proposed Budget for 2023		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	Estimate Tax Rate *
General	6,664,921	45.798	7,821,464	43.565	***10,230,299	3,726,369	43.565
Debt Service							
Library							
Special Highway	418,195		510,885		476,421		
Water Utility	2,603,482		3,679,246		3,544,187		
Sewer Utility	2,189,810		3,271,645		3,094,458		
Bond & Interest	3,234,500		3,502,823		3,418,104		
Storm Water Utility	50,636		5,000		451,157		
Solid Waste Utility	565,438		634,193		644,177		
Land Bank	1,990,851		200,387		200,000		
Non-Budgeted Funds-A	16,961,195						
Totals	34,679,028	45.798	19,625,643	43.565	22,058,803	3,726,369	43.565
Revenue Neutral Rate**							39.722
Less: Transfers	3,766,148		4,411,806		4,160,768		
Net Expenditure	30,912,880		15,213,837		17,898,035		
Total Tax Levied	3,232,444		3,397,681		xxxxxxxxxxxxxxxxxxxx		
Assessed Valuation	70,580,264		77,990,661		85,535,877		
Outstanding Indebtedness, January 1,	2020		2021		2022		
G.O. Bonds	27,890,000		31,960,000		31,495,000		
Revenue Bonds	20,640,000		19,920,000		15,925,000		
Other	9,605,000		4,990,000		18,964,597		
Lease Purchase Principal	0		0		0		
Total	58,135,000		56,870,000		66,384,597		

\*Tax rates are expressed in mills

\*\* Revenue Neutral Rate as defined by 2021 Kansas Senate Bill 13.

\*\*\*The increase in the proposed expenditures in the General fund for 2022 is due to a requirement to budget the cash carryover.

**Jim Benage**

City Official Title: Mayor

# Public notice

(Published in The Ark Valley News Aug. 25, 2022.)

## NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE

### AND NOTICE OF BUDGET HEARING

The governing body of

City of Bel Aire

will meet on 9/7/22 at 7:00 pm at City Hall for the purpose of

hearing and answering objections of taxpayers relating to the Revenue Neutral Rate and the amount of ad valorem tax and proposed use of all funds  
Detailed budget information is available at City Hall, www.belaires.gov and will be available at this hearing

### BUDGET SUMMARY

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget  
Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2021		Current Year Estimate for 2022		Proposed Budget for 2023		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	Estimate Tax Rate *
General	6,664,921	45.798	7,821,464	43.565	***10,230,299	3,726,369	43.565
Debt Service							
Library							
Special Highway	418,195		510,885				
Water Utility	2,003,482		3,679,246		476,421		
Sewer Utility	2,189,810		3,271,645		3,544,187		
Bond & Interest	3,234,300		3,502,823		3,094,458		
Storm Water Utility	50,636		5,000		3,418,104		
Solid Waste Utility	565,438		634,193		451,157		
Land Bank	1,990,851		200,387		644,177		
					200,000		
Non-Budgeted Funds-A	16,961,195						
Totals	34,679,028	45.798	19,625,643	43.565	22,058,803	3,726,369	43.565
Less: Transfers	3,766,148		4,411,806		4,160,768		
Net Expenditure	30,912,880		15,213,837		17,898,035		
Total Tax Levied	3,232,444		3,397,681		XXXXXXXXXXXXXXXXXX		
Assessed							
Valuation	70,580,264		77,990,661		85,535,877		
Outstanding Indebtedness,							
January 1,	2020		2021		2022		
G.O. Bonds	27,890,000		31,960,000		31,495,000		
Revenue Bonds	20,640,000		19,920,000		15,925,000		
Other	9,605,000		4,990,000		18,964,597		
Lease Purchase Principal	0		0		0		
Total	58,135,000		56,870,000		66,384,597		

\*Tax rates are expressed in mills

\*\*Revenue Neutral Rate as defined by 2021 Kansas Senate Bill 13.

\*\*\*The increase in the proposed expenditures in the General fund for 2022 is due to a requirement to budget the cash carryover.

Jim Benage

City Official Title: Mayor

## Affidavit of Publication

STATE OF KANSAS,  
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said

newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 25th day of August, 2022.

with subsequent publications being made on the following dates:

\_\_\_\_\_, 2022 \_\_\_\_\_, 2022  
\_\_\_\_\_, 2022 \_\_\_\_\_, 2022  
\_\_\_\_\_, 2022 \_\_\_\_\_, 2022

Subscribed and sworn to before me this 25th day of August, 2022.

hks  
Notary Public

My commission expires

Additional copies

Printer's fee



Gilmore & Bell, P.C.  
08/29/2022

**EXCERPT OF MINUTES OF A MEETING  
OF THE CITY OF BELAIRE OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON SEPTEMBER 7, 2022**

The Governing Body (the “Governing Body”) met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

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

\* \* \* \* \*

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 2022A, dated September 27, 2022, of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

The Governing Body reviewed and considered the bids and it was found and determined that the bid of [\_\_\_\_\_], was the best bid for the Bonds, a copy of which is attached hereto as **EXHIBIT B**.

Councilmember \_\_\_\_\_ moved that the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of the bid and the terms specified in the Notice of Bond Sale. The motion was seconded by Councilmember \_\_\_\_\_. The motion was carried by a vote of the Governing Body as follows:

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

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

There was presented an Ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF  
GENERAL OBLIGATION BONDS, SERIES 2022A, OF THE CITY OF BEL AIRE,  
KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL  
TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON  
SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER  
DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING  
CERTAIN COVENANTS WITH RESPECT THERETO.**

Councilmember \_\_\_\_\_ moved that the Ordinance be passed. The motion was seconded by Councilmember \_\_\_\_\_. The Ordinance was duly read and considered, and

upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body as follows:

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

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

The Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. [\_\_\_\_], was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

There was presented a Resolution entitled:

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2022A, OF THE CITY OF BEL AIRE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [\_\_\_\_] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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

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

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

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. [\_\_\_\_], and was signed by the Mayor and attested by the Clerk.

\* \* \* \* \*

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]



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

**CERTIFICATE**

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

(SEAL)

---

Clerk

***EXHIBIT A***  
**BID TABULATION**

**CITY OF BEL AIRE, KANSAS**  
**GENERAL OBLIGATION BONDS**

Dated: September 27, 2022  
Series 2022A  
Good Faith Deposit: \$72,300

Sale Date: September 7, 2022  
9:30 A.M., Central Time  
Max Interest Rate: [ ]%

**BIDDERS**

***EXHIBIT B***  
**(BID OF PURCHASER)**

Gilmore & Bell, P.C.  
08/29/2022

---

**ORDINANCE NO. [\_\_\_\_\_]**

**OF**

**THE CITY OF BEL AIRE, KANSAS**

**PASSED**

**SEPTEMBER 7, 2022**

---

**GENERAL OBLIGATION BONDS  
SERIES 2022A**

---

(PUBLISHED IN THE *ARK VALLEY NEWS* ON SEPTEMBER 8, 2022)**ORDINANCE NO. [\_\_\_\_]**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2022A, OF THE CITY OF BEL AIRE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

**WHEREAS**, the City of Bel Aire, Kansas (the “City”) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, pursuant to K.S.A. 12-6a01 *et seq.*, as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the Governing Body of the City (the “Governing Body”) has caused the following improvements (the “Improvements”) to be made in the City, to-wit:

<b><u>Project Description</u></b>	<b><u>Res. No.</u></b>	<b><u>Authority (K.S.A.)</u></b>	<b><u>Amount</u></b>
<b><i>Villas at Prestwick Phase 1</i></b>			
Drainage	R-18-05	K.S.A. 12-6a01 <i>et seq.</i>	\$185,616.19
Street	R-18-07	K.S.A. 12-6a01 <i>et seq.</i>	417,387.68
Sanitary Sewer	R-18-09	K.S.A. 12-6a01 <i>et seq.</i>	209,937.43
Water Distribution	R-18-11	K.S.A. 12-6a01 <i>et seq.</i>	119,210.42
<b><i>Rock Springs Addition Phase 6</i></b>			
Paving	R-19-04	K.S.A. 12-6a01 <i>et seq.</i>	337,719.94
Water	R-19-05	K.S.A. 12-6a01 <i>et seq.</i>	51,787.67
<b><i>Rock Spring 3<sup>rd</sup> Addition</i></b>			
Paving, Phase 1	R-21-26	K.S.A. 12-6a01 <i>et seq.</i>	619,746.11
Sewer, Phase 1	R-21-28	K.S.A. 12-6a01 <i>et seq.</i>	181,302.15
Drainage	R-21-30	K.S.A. 12-6a01 <i>et seq.</i>	232,084.52
Water, Phase 1	R-21-31	K.S.A. 12-6a01 <i>et seq.</i>	111,857.77
<b><i>Webb Road Gravity Sewer Main</i></b>	R-20-10	K.S.A. 12-6a01 <i>et seq.</i>	214,840.10
<b><i>Webb Road Lift Station</i></b>	R-20-11	K.S.A. 12-6a01 <i>et seq.</i>	987,592.60
<b><i>Total:</i></b>			<b><i>\$3,669,082.58</i></b>

; and

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body now finds and determines that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the general obligation bonds) and related expenses are at least \$3,669,082.58, with all of said cost to be paid by the owners of the property within the City benefited

by the Improvements, and the owners of the property benefited by the Improvements have paid \$[\_\_\_\_\_] in cash into the City Treasury on account of the Improvements and there is [\$\_\_\_\_\_] available from bid premium for the Bonds to pay part of said cost, leaving \$3,615,000\* to be paid for by the issuance of general obligation bonds; and

**WHEREAS**, the Governing Body is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

**WHEREAS**, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$3,615,000\* of its general obligation bonds, together with bid premium thereon, to pay the costs of the Improvements; and

**WHEREAS**, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BEL AIRE OF THE CITY OF BEL AIRE, KANSAS, AS FOLLOWS:**

**Section 1. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

**“Bond and Interest Fund”** means the Bond and Interest Fund of the City for its general obligation bonds.

**“Bond Resolution”** means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

**“Bonds”** means the City's General Obligation Bonds, Series 2022A, dated September 27, 2022, authorized by this Ordinance.

**“City”** means the City of Bel Aire, Kansas.

**“Clerk”** means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

**“Governing Body”** means the Governing Body of the City.

**“Mayor”** means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

**“Ordinance”** means this Ordinance authorizing the issuance of the Bonds.

**“Refunded Notes”** means the Series 2019C Notes maturing in the year 2022, in the aggregate principal amount of \$2,860,000.

**“Series 2019C Notes”** means the City's General Obligation Temporary Renewal and Improvement Notes, Series 2019C, dated November 21, 2019.

**“State”** means the State of Kansas.

**“Substitute Improvements”** means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

**Section 2. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2022A, of the City in the principal amount of \$3,615,000\*, for the purpose of providing funds to: (a) pay costs of the Improvements; (b) pay costs of issuance of the Bonds; (c) retire the Refunded Notes; and (d) pay interest on the Bonds to November 1, 2023.

**Section 3. Security for the Bonds.** The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 4. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

**Section 5. Levy and Collection of Annual Tax.** The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

**Section 6. Further Authority.** The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 7. Governing Law.** This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 8. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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**PASSED** by the Governing Body on September 7, 2022 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

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### CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on September 7, 2022; that the record of the final vote on its passage is found on page \_\_\_\_ of journal \_\_\_\_; and that the Ordinance or a summary thereof was published in the ***The Ark Valley News*** on September 15, 2022.

DATED: September 15, 2022.

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Clerk

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(PUBLISHED IN *THE ARK VALLEY NEWS* ON SEPTEMBER 8, 2022)

**SUMMARY OF ORDINANCE NO. [\_\_\_\_]**

On September 7, 2022, the governing body of the City of Bel Aire, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2022A, OF THE CITY OF BEL AIRE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The Series 2022A Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 7651 E. Central Park Ave., Bel Aire, Kansas 67226. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at [www.belaireks.gov](http://www.belaireks.gov).

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: September 7, 2022.

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City Attorney

Gilmore & Bell, P.C.  
08/29/2022

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

**OF**

**THE CITY OF BEL AIRE, KANSAS**

**ADOPTED**

**SEPTEMBER 7, 2022**

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**GENERAL OBLIGATION BONDS  
SERIES 2022A**

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

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2022A, OF THE CITY OF BEL AIRE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [\_\_\_\_] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

**WHEREAS**, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds;  
and

**WHEREAS**, the Ordinance authorized the Governing Body of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$3,615,000\* to pay costs of the Improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BEL AIRE OF THE CITY OF BEL AIRE, KANSAS, AS FOLLOWS:**

**ARTICLE I****DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

“**Authorized Denomination**” means \$5,000 or any integral multiples thereof.

“**Beneficial Owner**” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

**“Bond Counsel”** means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

**“Bond Payment Date”** means any date on which principal of or interest on any Bond is payable.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

**“Bond Registrar”** means the State Treasurer, Topeka, Kansas and any successors and assigns.

**“Bond Resolution”** means this resolution relating to the Bonds.

**“Bonds”** or **“Bond”** means the General Obligation Bonds, Series 2022A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

**“Business Day”** means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**“Cede & Co.”** means Cede & Co., as nominee of DTC and any successor nominee of DTC.

**“City”** means the City of Bel Aire, Kansas.

**“Clerk”** means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

**“Consulting Engineer”** means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

**“Costs of Issuance”** means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

**“Costs of Issuance Account”** means the Costs of Issuance Account for General Obligation Bonds, Series 2022A created pursuant to **Section 501** hereof.

**“Dated Date”** means September 27, 2022.

**“Debt Service Account”** means the Debt Service Account for General Obligation Bonds, Series 2022A created within the Bond and Interest Fund pursuant to **Section 501** hereof.

**“Debt Service Requirements”** means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the



Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

**“Defaulted Interest”** means interest on any Bond which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

**“Derivative”** means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

**“Disclosure Undertaking”** means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

**“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

**“DTC Representation Letter”** means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

**“Event of Default”** means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

**“Federal Tax Certificate”** means the Issuer's Federal Tax Certificate, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Financeable Costs”** means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

**“Fiscal Year”** means the twelve-month period ending on December 31.

**“Fitch”** means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Funds and Accounts”** means funds and accounts created pursuant to or referred to in *Section 501* hereof.

**“Governing Body”** means the Governing Body of the Issuer.

**“Improvement Fund”** means the Improvement Fund for General Obligation Bonds, Series 2022A created pursuant to *Section 501* hereof.

**“Improvements”** means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

**“Independent Accountant”** means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Bond which shall be May 1 and November 1 of each year, commencing May 1, 2023.

**“Issue Date”** means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

**“Kroll”** means Kroll Bond Rating Agency, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Kroll” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Maturity”** when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**“Mayor”** means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

**“Moody's”** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Notice Address”** means with respect to the following entities:

(a) To the Issuer at:

7651 E. Central Park Ave.  
Bel Aire, Kansas 67226  
Fax: (316) 744-3739

(b) To the Paying Agent at:

State Treasurer of the State of Kansas  
Landon Office Building  
900 Southwest Jackson, Suite 201  
Topeka, Kansas 66612-1235  
Fax: (785) 296-6976

(c) To the Purchaser:

[ ]

Fax:

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk

7 World Trade Center  
250 Greenwich Street, 23rd Floor  
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.  
55 Water Street, 38th Floor  
New York, New York 10004

Fitch Ratings  
One State Street Plaza  
New York, New York 10004

Kroll Bond Rating Agency  
845 Third Avenue, 4<sup>th</sup> Floor  
New York, New York 10022

or such other address as is furnished in writing to the other parties referenced herein.

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

**“Official Statement”** means Issuer’s Official Statement relating to the Bonds.

**“Ordinance”** means Ordinance No. [\_\_\_\_] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

**“Outstanding”** means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

**“Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

**“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the State Treasurer, Topeka, Kansas and any successors and assigns.

**“Permitted Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Purchase Price”** means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of \$[\_\_\_\_\_] ], less an underwriting discount of \$[\_\_\_\_\_] ], less an original issue discount of \$[\_\_\_\_\_] ].

**“Purchaser”** means [\_\_\_\_\_] ], the original purchaser of the Bonds, and any successor and assigns.

**“Rating Agency”** means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

**“Record Dates”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

**“Redemption Date”** means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

**“Redemption Price”** means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Refunded Notes”** means the Series 2019C Notes maturing in the year 2022, in the aggregate principal amount of \$2,860,000.

**“Refunded Notes Paying Agent”** means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

**“Refunded Notes Redemption Date”** means September 27, 2022.

**“Refunded Notes Resolution”** means the resolution which authorized the Refunded Notes.

**“Replacement Bonds”** means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 213* hereof.

**“SEC Rule”** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

**“Securities Depository”** means, initially, DTC, and its successors and assigns.

**“Series 2019C Notes”** means the Issuer's General Obligation Temporary Renewal and Improvement Notes, Series 2019C, dated November 21, 2019.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

**“Standard & Poor's” or “S&P”** means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“State”** means the state of Kansas.

**“State Treasurer”** means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

**“Stated Maturity”** when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

**“Substitute Improvements”** means the substitute or additional improvements of the Issuer described in *Article V* hereof.

[ **“\_\_\_\_ Term Bonds”** means the Bonds scheduled to mature in the year \_\_\_\_.]

[ **“\_\_\_\_ Term Bonds”** means the Bonds scheduled to mature in the year \_\_\_\_.]

[ **“Term Bonds”** means collectively the [\_\_\_\_] Term Bonds[, the [\_\_\_\_] Term Bonds] and the 20\_\_ Term Bonds.]

**“Treasurer”** means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

**“United States Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Bonds.** The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$3,615,000\*, for the purpose of providing funds to: (a) pay costs of the Improvements; (b) pay Costs of Issuance; (c) retire the Refunded Notes; and (d) pay interest on the Bonds to November 1, 2023.

**Section 202. Description of the Bonds.** The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

#### SERIAL BONDS

<u>Stated Maturity November 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Stated Maturity November 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2024	\$[ ]	[ ]%	2034	\$[ ]	[ ]%
2025	[ ]	[ ]%	2035	[ ]	[ ]%
2026	[ ]	[ ]%	2036	[ ]	[ ]%
2027	[ ]	[ ]%	2037	[ ]	[ ]%
2028	[ ]	[ ]%	2038	[ ]	[ ]%
2029	[ ]	[ ]%	2039	[ ]	[ ]%
2030	[ ]	[ ]%	2040	[ ]	[ ]%
2031	[ ]	[ ]%	2041	[ ]	[ ]%
2032	[ ]	[ ]%	2042	[ ]	[ ]%
2033	[ ]	[ ]%	2043	[ ]	[ ]%

#### [TERM BONDS

<u>Stated Maturity November 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
20__	\$ _____	____%]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

**Section 203. Designation of Paying Agent and Bond Registrar.** The State Treasurer, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

**Section 204. Method and Place of Payment of the Bonds.** The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter



specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

**Section 205. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

**Section 206. Registration, Transfer and Exchange of Bonds.** The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of

such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

**Section 207. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. Mutilated, Lost, Stolen or Destroyed Bonds.** If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the

Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

**Section 209. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. Book-Entry Bonds; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or

their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

**Section 211. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated August 31, 2022, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper

officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Bonds.** The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

### ARTICLE III

#### REDEMPTION OF BONDS

**Section 301. Redemption by Issuer.**

**Optional Redemption.** At the option of the Issuer, Bonds maturing on November 1 in the years 2031, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on November 1, 2030, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[ **Mandatory Redemption.** (a) [ ] *Term Bonds.*] The [ ] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such [ ] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	
	*

\_\_\_\_\_  
\*Final Maturity

(b) [ ] *Term Bonds.* The [ ] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such [ ] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
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[ ]\*

\*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

**Section 302. Selection of Bonds to be Redeemed.** Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption

Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption

in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

## ARTICLE IV

### SECURITY FOR BONDS

**Section 401. Security for the Bonds.** The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.



**Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account.** The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

## ARTICLE V

### ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Improvement Fund for General Obligation Bonds, Series 2022A.
- (b) Debt Service Account for General Obligation Bonds, Series 2022A (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for General Obligation Bonds, Series 2022A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance (\$\_\_\_\_\_) shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Bonds (\$\_\_\_\_\_) shall be deposited in the Improvement Fund.

**Section 503. Application of Moneys in the Improvement Fund; Redemption of Refunded Notes.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements; (b) retiring the Refunded Notes; and (c) paying interest on the Bonds to and including the November 1, 2023 Interest Payment Date. Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Mayor (or designate) stating that such payment is being made for a purpose within the scope of the Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Mayor (or designate) stating that such payment is being made for a purpose within the scope of the Bond Resolution. Upon completion of the Improvements, redemption of the Refunded Notes, and payment or funding of interest on the Bonds to and including the November 1, 2023 Interest Payment Date, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

The Refunded Notes issued to temporarily finance the costs of the Improvements pending the issuance of the Bonds have been called for redemption and payment. Necessary moneys in the Improvement Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date.

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

**Section 505. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no

longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

**Section 506. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States : (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds shall be credited to the Debt Service Account.

**Section 507. Application of Moneys in the Costs of Issuance Account.** Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than 30 days prior to the first Interest Payment Date, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

## ARTICLE VI

### DEFAULT AND REMEDIES

**Section 601. Remedies.** The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has

been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Article III** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

## ARTICLE VIII

### TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this

Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

## ARTICLE X

### CONTINUING DISCLOSURE

**Section 1001. Exempt from Disclosure.** The Issuer has not prepared an official statement or other offering document relating to the Bonds and is relying on exemption to provide and disseminate such information contained in Section (d)(1) of the SEC Rule. In furtherance of such exemption, the Issuer certifies that: (a) the Purchaser has certified that the Bonds are being issued in denominations of \$100,000 or more; and (b) the Bonds are being sold to no more than thirty-five persons, each of whom the Purchaser reasonably believes: (1) has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (2) is not purchasing for more than one account or with a view to distributing the Bonds.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

**Section 1101. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

**Section 1102. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

**Section 1103. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution,

Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

**Section 1104. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

**Section 1105. Electronic Transactions.** The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 1106. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1107. Severability.** If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

**Section 1108. Governing Law.** This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1109. Effective Date.** This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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**ADOPTED** by the Governing Body on September 7, 2022.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on September 7, 2022, as the same appears of record in my office.

DATED: September 7, 2022.

\_\_\_\_\_  
Clerk

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**EXHIBIT A**  
**(FORM OF BONDS)**

**REGISTERED  
NUMBER** \_\_

**REGISTERED  
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF SEDGWICK  
CITY OF BEL AIRE  
GENERAL OBLIGATION BOND  
SERIES 2022A**

**Interest  
Rate:**

**Maturity  
Date:**

**Dated  
Date: September 27, 2022**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Bel Aire, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 of each year, commencing May 1, 2023 (the “Interest Payment Dates”), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month

next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Bonds, Series 2022A,” aggregating the principal amount of \$3,615,000\* (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-6a01 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Redemption Prior to Maturity.** The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

**Book-Entry System.** The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial

owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

**Transfer and Exchange.** EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF BEL AIRE, KANSAS**

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Mayor

ATTEST:

By: \_\_\_\_\_ (facsimile)  
Clerk

---

### CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2022A, of the City of Bel Aire, Kansas, described in the within-mentioned Bond Resolution.

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

Office of the State Treasurer,  
Topeka, Kansas,  
as Bond Registrar and Paying Agent

By \_\_\_\_\_

Registration Number: \_\_\_\_\_

---

### LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

#### GILMORE & BELL, P.C.

Attorneys at Law  
100 N. Main Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

---

### BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

\_\_\_\_\_  
Signature (Sign here exactly as name(s)  
appear on the face of Certificate)

Signature guarantee:

By \_\_\_\_\_

### CERTIFICATE OF CLERK

STATE OF KANSAS                    )  
  ) SS.  
COUNTY OF SEDGWICK        )

The undersigned, Clerk of the City of Bel Aire, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of September 27, 2022.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Clerk

### CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

LYNN W. ROGERS, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Treasurer of the State of Kansas

Gilmore & Bell, P.C.  
08/30/2022

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON SEPTEMBER 7, 2022**

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

Absent:

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

\* \* \* \* \*

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 2022B, dated September 27, 2022, of the City had been received. A tabulation of the bids is set forth as ***Exhibit A*** hereto.

The governing body reviewed and considered the bids and it was found and determined that the bid of [\_\_\_\_\_, \_\_\_\_\_], was the best bid for the Notes, a copy of which is attached hereto as ***Exhibit B***.

Councilmember \_\_\_\_\_ moved that the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of the bid and the terms specified in the Notice of Note Sale. The motion was seconded by Councilmember \_\_\_\_\_. The motion was carried by a vote of the governing body as follows:

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

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

There was presented a Resolution entitled:

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2022B, OF THE CITY OF BEL AIRE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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

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

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

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. \_\_\_\_\_, and was signed by the Mayor and attested by the Clerk.

\*\*\*\*\*

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

---

Clerk

**EXHIBIT A**  
**BID TABULATION**

**\$8,975,000\* CITY OF BEL AIRE, KANSAS**  
**GENERAL OBLIGATION TEMPORARY NOTES**

Dated: September 27, 2022  
Series 2022B  
Good Faith Deposit: \$179,500

Sale Date: September 7, 2022  
10:00 A.M., Central Time  
Max Interest Rate: \_\_\_\_%

**BIDDERS**

	_____	_____	_____	_____
	_____	_____	_____	_____
GOOD FAITH DEPOSIT/SURETY BOND	_____	_____	_____	_____
INTEREST RATES: 2025	_____%	_____%	_____%	_____%
TOTAL INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
PREMIUM:	\$( _____ )	\$( _____ )	\$( _____ )	\$( _____ )
DISCOUNT:	\$ _____	\$ _____	\$ _____	\$ _____
NET INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
TRUE INTEREST COST:	_____%	_____%	_____%	_____%

***EXHIBIT B***  
**(BID OF PURCHASER)**

Gilmore & Bell, P.C.  
08/30/2022

---

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

**OF**

**THE CITY OF BELAIRE, KANSAS**

**ADOPTED**

**SEPTEMBER 7, 2022**

**GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2022B**

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## RESOLUTION

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## RESOLUTION NO. [ ]

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2022B, OF THE CITY OF BEL AIRE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

**WHEREAS**, the City of Bel Aire, Kansas (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (collectively the “Improvements”) to be made in the City, to-wit:

<i><b>Project Description</b></i>	<i><b>Res. No.</b></i>	<i><b>Authority (K.S.A.)</b></i>	<i><b>Estimated Cost*</b></i>
<b><i>Chapel Landing Addition Phase 2</i></b>			
Paving	R-21-50	K.S.A. 12-6a01 <i>et seq.</i>	\$554,000
Sanitary Sewer	R-21-51	K.S.A. 12-6a01 <i>et seq.</i>	521,000
Drainage	R-21-52	K.S.A. 12-6a01 <i>et seq.</i>	532,000
Water Distribution	R-21-53	K.S.A. 12-6a01 <i>et seq.</i>	287,000
<b><i>Skyview at Block 49 Phase 2</i></b>			
Paving	R-22-01	K.S.A. 12-6a01 <i>et seq.</i>	\$372,000
Sanitary Sewer	R-22-02	K.S.A. 12-6a01 <i>et seq.</i>	173,000
Sidewalk	R-22-03	K.S.A. 12-6a01 <i>et seq.</i>	18,000
Drainage	R-22-04	K.S.A. 12-6a01 <i>et seq.</i>	271,000
Water Distribution	R-22-05	K.S.A. 12-6a01 <i>et seq.</i>	107,000
<b><i>Bristol Hollows Addition Phase 2</i></b>			
Paving	R-22-09	K.S.A. 12-6a01 <i>et seq.</i>	616,000
Sanitary Sewer	R-22-10	K.S.A. 12-6a01 <i>et seq.</i>	195,000
Water	R-22-11	K.S.A. 12-6a01 <i>et seq.</i>	173,000
<b><i>Chapel Landing Addition and Homestead Senior Landing</i></b>			
Sanitary Sewer Main	R-22-33	K.S.A. 12-6a01 <i>et seq.</i>	153,000
Sanitary Sewer Pump Station	R-22-34	K.S.A. 12-6a01 <i>et seq.</i>	1,685,000
<b><i>Cedar Pass Addition Phase 1</i></b>			
Paving	R-22-13	K.S.A. 12-6a01 <i>et seq.</i>	777,000
Sanitary Sewer	R-22-14	K.S.A. 12-6a01 <i>et seq.</i>	472,000
Drainage	R-22-15	K.S.A. 12-6a01 <i>et seq.</i>	1,092,000
Water Distribution	R-22-16	K.S.A. 12-6a01 <i>et seq.</i>	368,000
<b><i>Total</i></b>			<b><i>\$8,366,000</i></b>

\*Excluding temporary note interest and cost inflation factor

; and

**WHEREAS**, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

**WHEREAS**, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

**WHEREAS**, none of such temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; and

**WHEREAS**, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the City on this date, awarded the sale of such Notes to the best bidder; and

**WHEREAS**, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$8,975,000\* to pay the costs of the Improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF the City OF BEL AIRE, KANSAS, AS FOLLOWS:**

## **ARTICLE I**

### **DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

**“Authorized Denomination”** means \$5,000 or any integral multiples thereof.

**“Beneficial Owner”** of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

**“Bond and Interest Fund”** means the Bond and Interest Fund of the Issuer for its general obligation bonds.

**“Bond Counsel”** means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.



**“Cede & Co.”** means Cede & Co., as nominee of DTC.

**“City”** means the City of Bel Aire, Kansas.

**“Clerk”** means the duly elected/appointed and acting Clerk of the Issuer, or in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

**“Consulting Engineer”** means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

**“Costs of Issuance”** means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

**“Costs of Issuance Account”** means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2022B created pursuant to **Section 501** hereof.

**“Dated Date”** means September 27, 2022.

**“Debt Service Account”** means the Debt Service Account for General Obligation Temporary Notes, Series 2022B (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

**“Debt Service Requirements”** means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

**“Defaulted Interest”** means interest on any Note which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

**“Derivative”** means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

**“Director of Finance”** means the duly appointed and acting Director of Finance of the Issuer or, in the Director's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

**“Disclosure Undertaking”** means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

**“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

**“DTC Representation Letter”** means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

**“Event of Default”** means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

**“Federal Tax Certificate”** means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Financeable Costs”** means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

**“Fiscal Year”** means the twelve-month period ending on December 31.

**“Fitch”** means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Funds and Accounts”** means funds and accounts created by or referred to in *Section 501* hereof.

**“Improvement Fund”** means the Improvement Fund for General Obligation Temporary Notes, Series 2022B created pursuant to *Section 501* hereof.

**“Improvements”** means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

**“Independent Accountant”** means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Note which shall be June 1 and December 1 of each year, commencing June 1, 2023.

**“Issue Date”** means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

**“Kroll”** means Kroll Bond Rating Agency, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Kroll” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Maturity”** when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**“Mayor”** means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

**“Moody's”** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or

liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Note Payment Date”** means any date on which principal of or interest on any Note is payable.

**“Note Register”** means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

**“Note Registrar”** means the State Treasurer, Topeka, Kansas and its successors and assigns.

**“Note Resolution”** means this resolution relating to the Notes.

**“Notes”** means the General Obligation Temporary Notes, Series 2022B, authorized and issued by the Issuer pursuant to this Note Resolution.

**“Notice Address”** means with respect to the following entities:

(a) To the Issuer at:

7651 E. Central Park Ave.  
Bel Aire, Kansas 67226  
Fax: (316) 744-3739

(b) To the Paying Agent at:

State Treasurer of the State of Kansas  
Landon Office Building  
900 Southwest Jackson, Suite 201  
Topeka, Kansas 66612-1235  
Fax: (785) 296-6976

(c) To the Purchaser:

[ ]  
[ ]  
Fax: [ ]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk  
7 World Trade Center  
250 Greenwich Street  
23rd Floor  
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.  
55 Water Street, 38th Floor  
New York, New York 10004

Fitch Ratings  
One State Street Plaza

New York, New York 10004

Kroll Bond Rating Agency  
845 Third Avenue, 4<sup>th</sup> Floor  
New York, New York 10022.

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

**“Official Statement”** means Issuer’s Official Statement relating to the Notes.

**“Outstanding”** means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

**“Owner”** when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

**“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the State Treasurer, Topeka, Kansas, and any successors and assigns.

**“Permitted Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating

categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Purchase Price”** means the principal amount of the Notes plus accrued interest to the date of delivery[, plus a premium of \$ \_\_\_\_\_][, less an underwriting discount of \$ \_\_\_\_\_][, less an original issue discount of \$ \_\_\_\_\_].

**“Purchaser”** means [ \_\_\_\_\_ ], the original purchaser of the Notes, and any successors and assigns.

**“Rating Agency”** means any company, agency or entity that provides financial ratings for the Notes.

**“Record Dates”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

**“Redemption Date”** when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

**“Redemption Price”** when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Replacement Notes”** means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* hereof.

**“SEC Rule”** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

**“Securities Depository”** means, initially, DTC, and its successors and assigns.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

**“Standard & Poor's”** means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“State”** means the state of Kansas.

“**State Treasurer**” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“**Stated Maturity**” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“**Substitute Improvements**” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

“**Treasurer**” means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE NOTES

**Section 201. Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2022B, of the Issuer in the principal amount of \$8,975,000\*, for the purpose of providing funds to: (a) pay the costs of the Improvements, including interest on the Notes; and (b) pay Costs of Issuance.

**Section 202. Description of the Notes.** The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>
<b><u>December 1</u></b>	<b><u>Amount</u></b>	<b><u>of Interest</u></b>
2025	\$8,975,000*	[ ]%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General

pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

**Section 203. Designation of Paying Agent and Note Registrar.** The State Treasurer, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

**Section 204. Method and Place of Payment of the Notes.** The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail,



postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

**Section 205. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

**Section 206. Registration, Transfer and Exchange of Notes.** The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the

sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

**Section 207. Execution, Registration, Authentication and Delivery of Notes.** Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. Mutilated, Lost, Stolen or Destroyed Notes.** If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

**Section 209. Cancellation and Destruction of Notes Upon Payment.** All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. Book-Entry Notes; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository

shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

**Section 211. Nonpresentment of Notes.** If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated August 31, 2022, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Notes.** The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the

Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

### ARTICLE III

#### REDEMPTION OF NOTES

##### **Section 301. Redemption by Issuer.**

***Optional Redemption.*** At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on December 1, 2024, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

**Section 302. Selection of Notes to be Redeemed.** Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said

written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

## ARTICLE IV

### SECURITY FOR NOTES

**Section 401. Security for the Notes.** The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, or from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

**Section 402. Levy and Collection of Annual Tax.** The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

## ARTICLE V

### ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2022B.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2022B.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2022B.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

**Section 502. Deposit of Note Proceeds.** The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

- (a) All accrued interest and excess proceeds, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance (\$\_\_\_\_\_) shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Notes (\$\_\_\_\_\_) shall be deposited in the Improvement Fund.

**Section 503. Application of Moneys in the Improvement Fund.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer, and (b) paying interest on the Notes to and including the June 1, 2025 Interest Payment Date.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Mayor (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Mayor (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.



#### **Section 504. Substitution of Improvements; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

**Section 505. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

**Section 506. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds shall be credited to the Debt Service Account.

**Section 507. Application of Moneys in the Costs of Issuance Account.** Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than 30 days prior to the first Interest Payment Date, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

## ARTICLE VI

### DEFAULT AND REMEDIES

**Section 601. Remedies.** The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or

affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with **Article III**. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

## ARTICLE VIII

### TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer

will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to **Article VII** hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

**Section 1002. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument

or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution or ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

**Section 1003. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any

of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

**Section 1004. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

**Section 1005. Electronic Transactions.** The transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 1006. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1007. Severability.** If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

**Section 1008. Governing Law.** This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1009. Effective Date.** This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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**ADOPTED** by the governing body of the Issuer on September 7, 2022.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on September 7, 2022, as the same appears of record in my office.

DATED: September 7, 2022.

\_\_\_\_\_  
Clerk

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**EXHIBIT A**  
**(FORM OF NOTES)**

**REGISTERED  
NUMBER \_\_\_\_\_**

**REGISTERED  
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF SEDGWICK  
CITY OF BEL AIRE  
GENERAL OBLIGATION TEMPORARY NOTE  
SERIES 2022B**

**Interest  
Rate:**

**Maturity  
Date:**

**Dated  
Date: September 27, 2022**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Bel Aire, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing June 1, 2023 (the “Interest Payment Dates”), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest

payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

**Authorization of Notes.** This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2022B,” aggregating the principal amount of \$8,975,000\* (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 12-6a01 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Notes constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Note Resolution), or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

**Redemption Prior to Maturity.** The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

**Book-Entry System.** The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained,

payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

**Transfer and Exchange.** EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

**Authentication.** This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the Issuer has caused this Note to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF BELAIRE, KANSAS**

(Facsimile Seal)

By: \_\_\_\_\_  
(manual or facsimile)  
Mayor

ATTEST:

By: \_\_\_\_\_  
(manual or facsimile)  
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

By: \_\_\_\_\_  
(manual or facsimile)  
Clerk

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**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Note is one of a series of General Obligation Temporary Notes, Series 2022B, of the City of Bel Aire, Kansas, described in the within-mentioned Note Resolution.

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

Office of the State Treasurer,  
Topeka, Kansas,  
as Note Registrar and Paying Agent

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

Registration Number: \_\_\_\_\_

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**LEGAL OPINION**

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

**GILMORE & BELL, P.C.**

Attorneys at Law  
100 N. Main Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

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**NOTE ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

Name

\_\_\_\_\_  
 Social Security or  
 Taxpayer Identification No.

\_\_\_\_\_  
 Signature (Sign here exactly as name(s)  
 appear on the face of Certificate)

Signature guarantee:

By \_\_\_\_\_

**CERTIFICATE OF CLERK**

STATE OF KANSAS            )  
   ) SS.  
 COUNTY OF SEDGWICK    )

The undersigned, Clerk of the City of Bel Aire, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of September 27, 2022.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)

Clerk

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

LYNN W. ROGERS, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)

Treasurer of the State of Kansas

City of Bel Aire, Kansas

## STAFF REPORT

DATE: August 31, 2022

TO: City Manager

FROM: Anne Stephens, PE, City Engineer and Jaci Kelly, City Attorney

RE: Oliver Street Lift Station Easement



### BACKGROUND:

The City has been working with Baughman Company on the design of a new lift station approximately ¼ mile north of the intersection of 53<sup>rd</sup> and Oliver. The new lift station will open up a significant area for development and be able to serve the Homestead Senior Landing subdivision as well as a portion of the Chapel Landing subdivision.

### DISCUSSION:

During the design of the sanitary sewer improvements for the Homestead Senior Landing development and Chapel Landing, Phase 2, it was determined that we would not be able to provide either of these developments with sanitary sewer through extending our gravity sanitary sewer mains. A new lift station and force main is our only option for serving these communities. The City hired Baughman Company to design the new lift station and associated force main and gravity mains. Baughman researched the most economical way to align both the force main and gravity main piping to the new lift station. Since the force main is not elevation dependent, it will be installed in existing street right-of-way. The gravity main is elevation dependent, so Baughman contacted the property owner north of 53<sup>rd</sup> and worked with them to obtain an easement through their property for the gravity main. Fortunately, there are some existing easements that Baughman was able to work within, but needed to acquire some additional easements for the gravity main and lift station itself.

Obtaining these easements allows us the property rights to be able to construct the infrastructure necessary to serve the developments of Chapel Landing, Phase 2 and Homestead Senior Landing, in addition to other future developments.

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

POLICY DECISION: To ensure that sanitary sewer services are able to be provided to potential customers, an extension to the existing sanitary sewer system is necessary. Since the City does not own or have right to the land on which the proposed lift station and gravity sewer main are proposed, construction cannot begin on these improvements until the City has obtained access rights to said land. Council's decision is whether they would like to purchase the access rights to the land proposed for the lift station and gravity main.

RECOMENDATION: Staff recommends that Council approve the purchase of the easements for the Oliver Street Lift Station.

*The space above is reserved for REGISTER of DEEDS*

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## **Permanent Utility Access Construction and Maintenance Easement**

The undersigned: Envision Management, LLC, owner of the real property described below (Grantor), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City Of Bel Aire, Kansas (Grantee), a permanent easement to access, control, construct, maintain, repair, and secure a utility lift station, upon and under the following describe real property, herein legally described below, to wit the "Easement Area":

**That part of the Southwest Quarter of the Southwest Quarter, Section 13, Township 26 South, Range 1 East, Sixth Principal Meridian, Kansas, more particularly described as follows: Commencing at the northwest corner of the southwest quarter of said southwest quarter; THENCE N89°35'34"E, coincident with the north line of said southwest quarter, a distance of 50.00 feet, to the east right-of-way of Oliver, for a Point of Beginning; THENCE N89°35'34"E, continuing along said north line, a distance of 80.00 feet; THENCE S00°00'10"E, a distance of 50.00 feet; THENCE S89°35'34"W, a distance of 80.00 feet, to the east right-of-way of Oliver; THENCE N00°00'00"E, coincident with said east right-of-way of Oliver, a distance of 50.00 feet, to the point of beginning. Subject property contains 4,000 sq. ft. or 0.09 acres.**

The use of the Easement Area, including the right of ingress and egress, shall be limited to the City, its representatives and contractors.

This grant of access is hereby made exclusively to the City, its successors and assigns, and is binding upon the Grantor its successors, heirs, and assigns.

Executed and granted this \_\_\_\_ day of \_\_\_\_\_ 2022.

IN WITNESS WHEREOF:

The Grantor authorizes and signs this permanent easement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Envision Management, LLC, Property Owner  
Signatory Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and filed by vote of the City Council on \_\_\_\_ day of September, 2022.

\_\_\_\_\_  
Jim Benage, Mayor, City of Bel Aire



STATE OF KANSAS            )  
  ) ss  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Charles Eddie Powell, Grantor and he/she has executed this instrument of writing on the date above first written.

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

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

My Commission Expires: \_\_\_\_\_

STATE OF KANSAS            )  
  ) ss  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Jim Benage, City of Bel Aire, Mayor and he/she has executed this instrument of writing on the date above first written.

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

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

My Commission Expires: \_\_\_\_\_

City of Bel Aire, Kansas

## STAFF REPORT

DATE: August 29, 2022

TO: City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Water, Sanitary Sewer and Drainage Improvements for Skyview at Block 49 2nd



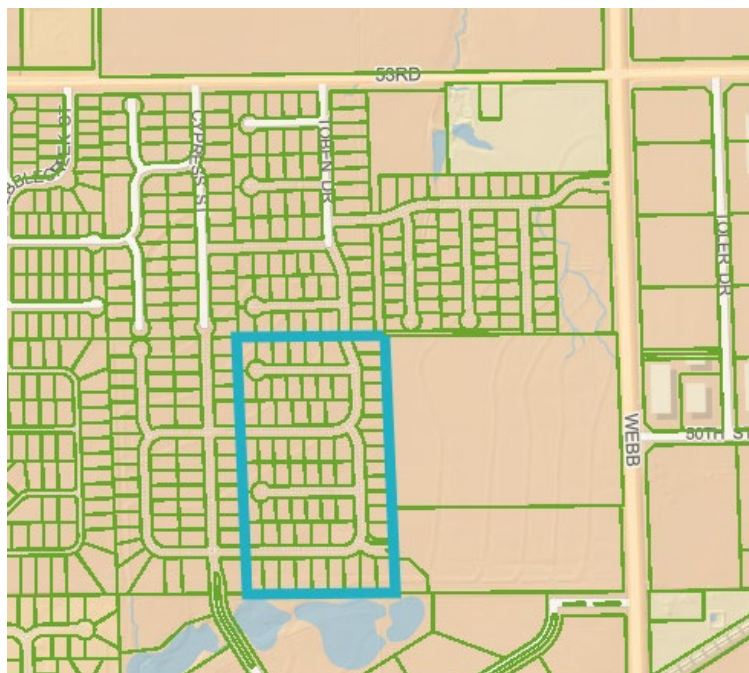
### BACKGROUND:

The Developer is ready to begin the development of Skyview at Block 49 2<sup>nd</sup>.

### DISCUSSION:

Garver designed the water, sanitary sewer and drainage improvements for Skyview at Block 49 2<sup>nd</sup>. Bids were accepted on August 9th. Five contractors responded to the solicitation.

Contractor	Water	Sewer	Drainage	Total
Apex	\$128,825.00	\$221,030.00	\$252,920.00	\$602,775.00
Dondlinger	\$86,602.20	\$151,709.00	\$206,217.90	\$444,528.90
McCullough	\$91,493.00	\$133,746.00	\$195,079.20	\$420,318.20
Mies	\$89,599.00	\$160,026.00	\$230,059.00	\$479,684.00
Nowak	\$98,795.00	\$180,622.00	\$212,472.50	\$491,889.50
Engineer's Estimate	\$83,824.00	\$124,129.00	\$230,883.00	\$438,836.00



FINANCIAL CONSIDERATIONS: The cost of the improvements for Skyview at Block 49 2<sup>nd</sup> will be financed through a bond and spread as special assessments against the benefiting lots.

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

RECOMENDATION: Staff recommends that the City Council accept the bid from McCullough for \$420,318.20.

				Engineers Estimate		Contractor	McCullough	Contractor	Mies	Contractor	Dondlinger	Contractor	Apex	Contractor	Nowak
	Water Project	Quantity	Unit	Extension	Total	Extension	Total	Extension	Total	Extension	Total	Extension	Total	Extension	Total
1	8" PVC Pipe	1326	LF	\$ 22.00	\$ 29,172.00	\$ 38.00	\$ 50,388.00	\$ 44.00	\$ 58,344.00	\$ 42.00	\$ 55,692.00	\$ 60.00	\$ 79,560.00	\$ 44.00	\$ 58,344.00
2	Fire Hydrant Assembly	2	EA	\$ 40.00	\$ 80.00	\$ 4,990.00	\$ 9,980.00	\$ 5,525.00	\$ 11,050.00	\$ 5,100.00	\$ 10,200.00	\$ 5,745.00	\$ 11,490.00	\$ 4,700.00	\$ 9,400.00
3	Gate Valve Assembly, 8" MJ	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 1,850.00	\$ 3,700.00	\$ 1,700.00	\$ 3,400.00	\$ 1,800.00	\$ 3,600.00	\$ 2,005.00	\$ 4,010.00	\$ 1,700.00	\$ 3,400.00
4	Anchor Valve Assembly, 8"	2	EA	\$ 2,200.00	\$ 4,400.00	\$ 2,575.00	\$ 5,150.00	\$ 1,925.00	\$ 3,850.00	\$ 2,000.00	\$ 4,000.00	\$ 2,290.00	\$ 4,580.00	\$ 2,000.00	\$ 4,000.00
5	Blowoff Assembly, 2"	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 1,180.00	\$ 2,360.00	\$ 1,340.00	\$ 2,680.00	\$ 1,300.00	\$ 2,600.00	\$ 1,345.00	\$ 2,690.00	\$ 1,700.00	\$ 3,400.00
6	Water Service, Long	10	EA	\$ 1,000.00	\$ 10,000.00	\$ 1,550.00	\$ 15,500.00	\$ 650.00	\$ 6,500.00	\$ 650.00	\$ 6,500.00	\$ 1,625.00	\$ 16,250.00	\$ 1,600.00	\$ 16,000.00
7	Connect to Existing	1	EA	\$ 800.00	\$ 800.00	\$ 1,980.00	\$ 1,980.00	\$ 650.00	\$ 650.00	\$ 750.00	\$ 750.00	\$ 780.00	\$ 780.00	\$ 1,000.00	\$ 1,000.00
8	Site Clearing	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 10.00	\$ 10.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 6,150.00	\$ 6,150.00	\$ 1,000.00	\$ 1,000.00
9	Site Restoration	1	LS	\$ 1,372.00	\$ 1,372.00	\$ 10.00	\$ 10.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 1.00	\$ 1.00
10	Contractor Provided Testing	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 650.00	\$ 650.00	\$ 1,000.00	\$ 1,000.00	\$ 1,640.00	\$ 1,640.00	\$ 1,600.00	\$ 1,600.00
11	Seeding	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,175.00	\$ 1,175.00	\$ 1,175.00	\$ 1,175.00	\$ 900.00	\$ 900.00	\$ 1,175.00	\$ 1,175.00	\$ 150.00	\$ 150.00
12	Sand Backfill, Jet, & Vibrate	40	LF	\$ 500.00	\$ 20,000.00	\$ 1.00	\$ 40.00	\$ 20.00	\$ 800.00	\$ 9.00	\$ 360.00	\$ 10.00	\$ 400.00	\$ 12.50	\$ 500.00
				Water Total	\$ 83,824.00	Water Total	\$ 91,493.00	Water Total	\$ 89,599.00	Water Total	\$ 86,602.00	Water Total	\$ 128,825.00	Water Total	\$ 98,795.00
17	8" PVC Pipe	1664	LF	\$ 30.00	\$ 49,920.00	\$ 31.00	\$ 51,584.00	\$ 37.00	\$ 61,568.00	\$ 42.00	\$ 69,888.00	\$ 80.00	\$ 133,120.00	\$ 44.00	\$ 73,216.00
18	MH, Standard (4' Dia)	5	EA	\$ 4,500.00	\$ 22,500.00	\$ 3,350.00	\$ 16,750.00	\$ 3,400.00	\$ 17,000.00	\$ 3,100.00	\$ 15,500.00	\$ 3,735.00	\$ 18,675.00	\$ 3,800.00	\$ 19,000.00
19	Doghouse MH, Standard (4' Dia)	1	EA	\$ 25.00	\$ 25.00	\$ 4,300.00	\$ 4,300.00	\$ 6,800.00	\$ 6,800.00	\$ 7,300.00	\$ 7,300.00	\$ 3,745.00	\$ 3,745.00	\$ 5,800.00	\$ 5,800.00
20	Riser Pipe Assembly (4")	38	EA	\$ 950.00	\$ 36,100.00	\$ 1,205.00	\$ 45,790.00	\$ 1,300.00	\$ 49,400.00	\$ 1,100.00	\$ 41,800.00	\$ 1,080.00	\$ 41,040.00	\$ 1,550.00	\$ 58,900.00
21	Connect to Exist SS	1	EA	\$ 25.00	\$ 25.00	\$ 2,250.00	\$ 2,250.00	\$ 195.00	\$ 195.00	\$ 750.00	\$ 750.00	\$ 1,445.00	\$ 1,445.00	\$ 2,600.00	\$ 2,600.00
22	Flowable Fill	37	LF	\$ 100.00	\$ 3,700.00	\$ 71.00	\$ 2,627.00	\$ 84.00	\$ 3,108.00	\$ 60.00	\$ 2,220.00	\$ 112.00	\$ 4,144.00	\$ 90.00	\$ 3,330.00
23	Sand Backfill, Jet, & Vibrate	395	LF	\$ 20.00	\$ 7,900.00	\$ 15.00	\$ 5,925.00	\$ 37.00	\$ 14,615.00	\$ 22.00	\$ 8,690.00	\$ 26.00	\$ 10,270.00	\$ 25.00	\$ 9,875.00
24	Cleanout Riser Assembly	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,565.00	\$ 1,565.00	\$ 1,600.00	\$ 1,600.00	\$ 1,690.00	\$ 1,690.00	\$ 1,900.00	\$ 1,900.00
25	Site Clearing	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 10.00	\$ 10.00	\$ 2,250.00	\$ 2,250.00	\$ 500.00	\$ 500.00	\$ 3,855.00	\$ 3,855.00	\$ 3,000.00	\$ 3,000.00
26	Site Restoration	1	LS	\$ 709.00	\$ 709.00	\$ 10.00	\$ 10.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 1.00	\$ 1.00
27	Contractor Provided Testing	1	LS	\$ 250.00	\$ 250.00	\$ 3,000.00	\$ 3,000.00	\$ 3,275.00	\$ 3,275.00	\$ 2,961.00	\$ 2,961.00	\$ 2,946.00	\$ 2,946.00	\$ 3,000.00	\$ 3,000.00
				SS Total	\$ 124,129.00	SS Total	\$ 133,746.00	SS Total	\$ 160,026.00	SS Total	\$ 151,709.00	SS Total	\$ 221,030.00	SS Total	\$ 180,622.00
32	Excavation	10866	CY	\$ 5.00	\$ 54,330.00	\$ 1.70	\$ 18,472.20	\$ 4.50	\$ 48,897.00	\$ 3.25	\$ 35,314.50	\$ 1.70	\$ 18,472.20	\$ 3.25	\$ 35,314.50
33	95% Compaction Lots	1	LS	\$ 22,000.00	\$ 22,000.00	\$ 4,900.00	\$ 4,900.00	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,800.00	\$ 4,900.00	\$ 4,900.00	\$ 1,800.00	\$ 1,800.00
34	95% Compaction – ROW	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 4,900.00	\$ 4,900.00	\$ 2,565.00	\$ 2,565.00	\$ 1,100.00	\$ 1,100.00	\$ 4,900.00	\$ 4,900.00	\$ 1,100.00	\$ 1,100.00
35	15" RCP	554	LF	\$ 50.00	\$ 27,700.00	\$ 35.00	\$ 19,390.00	\$ 45.00	\$ 24,930.00	\$ 42.00	\$ 23,268.00	\$ 65.00	\$ 36,010.00	\$ 41.00	\$ 22,714.00
36	18" RCP	934	LF	\$ 60.00	\$ 2,170.00	\$ 39.00	\$ 36,426.00	\$ 52.00	\$ 48,568.00	\$ 48.00	\$ 44,832.00	\$ 70.00	\$ 65,380.00	\$ 46.00	\$ 42,964.00
37	24" RCP	551	LF	\$ 75.00	\$ 41,325.00	\$ 49.00	\$ 26,999.00	\$ 67.00	\$ 36,917.00	\$ 55.00	\$ 30,305.00	\$ 80.00	\$ 44,080.00	\$ 55.00	\$ 30,305.00
38	Backyard Inlet (5' dia)	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 3,500.00	\$ 7,000.00	\$ 3,300.00	\$ 6,600.00	\$ 3,100.00	\$ 6,200.00	\$ 3,480.00	\$ 6,960.00	\$ 3,200.00	\$ 6,400.00
39	Backyard Inlet (4' dia)	9	EA	\$ 3,000.00	\$ 27,000.00	\$ 3,200.00	\$ 28,800.00	\$ 2,825.00	\$ 25,425.00	\$ 2,500.00	\$ 22,500.00	\$ 3,065.00	\$ 27,585.00	\$ 2,800.00	\$ 25,200.00
40	Type P MH (4' dia)	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 3,200.00	\$ 3,200.00	\$ 3,045.00	\$ 3,045.00	\$ 2,600.00	\$ 2,600.00	\$ 3,090.00	\$ 3,090.00	\$ 2,800.00	\$ 2,800.00
41	Type IA Inlet (10'x3')	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 4,850.00	\$ 9,700.00	\$ 5,400.00	\$ 10,800.00	\$ 5,200.00	\$ 10,400.00	\$ 5,455.00	\$ 10,910.00	\$ 5,300.00	\$ 10,600.00
42	Connect to Exist Inlet	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,900.00	\$ 1,900.00	\$ 550.00	\$ 550.00	\$ 2,300.00	\$ 2,300.00	\$ 1,380.00	\$ 1,380.00	\$ 2,300.00	\$ 2,300.00
43	Site Clearing	1	LS	\$ 3,262.00	\$ 3,262.00	\$ 16,045.00	\$ 16,045.00	\$ 3,500.00	\$ 3,500.00	\$ 8,000.00	\$ 8,000.00	\$ 13,653.80	\$ 13,653.80	\$ 14,200.00	\$ 14,200.00
44	Site Restoration	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,050.00	\$ 1,050.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 2,000.00	\$ 2,000.00
45	Contractor Furnished Testing	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 3,200.00	\$ 3,200.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,000.00	\$ 3,000.00
46	Seeding	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 5,495.00	\$ 5,495.00	\$ 5,495.00	\$ 5,495.00	\$ 9,264.00	\$ 9,264.00	\$ 5,495.00	\$ 5,495.00	\$ 5,495.00	\$ 5,495.00
47	Install & Maintain Construction Entrance	1	LS	\$ 100.00	\$ 100.00	\$ 1,200.00	\$ 1,200.00	\$ 1,185.00	\$ 1,185.00	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 1,200.00	\$ 600.00	\$ 600.00
48	Install & Maintain Silt Fence	776	LF	\$ 1.00	\$ 776.00	\$ 2.00	\$ 1,552.00	\$ 2.00	\$ 1,552.00	\$ 1.90	\$ 1,474.40	\$ 2.00	\$ 1,552.00	\$ 2.00	\$ 1,552.00
49	Install & Maintain Drop Inlet Protection	12	EA	\$ 100.00	\$ 1,200.00	\$ 125.00	\$ 1,500.00	\$ 125.00	\$ 1,500.00	\$ 120.00	\$ 1,440.00	\$ 125.00	\$ 1,500.00	\$ 125.00	\$ 1,500.00
50	Install & Maintain Curb Inlet Protection	4	EA	\$ 30.00	\$ 120.00	\$ 125.00	\$ 500.00	\$ 125.00	\$ 500.00	\$ 55.00	\$ 220.00	\$ 125.00	\$ 500.00	\$ 125.00	\$ 500.00
51	Flowable Fill	38	LF	\$ 50.00	\$ 1,900.00	\$ 75.00	\$ 2,850.00	\$ 60.00	\$ 2,280.00	\$ 25.00	\$ 950.00	\$ 54.00	\$ 2,052.00	\$ 56.00	\$ 2,128.00
				SWS Total	\$ 230,883.00	SWS Total	\$ 195,079.20	SWS Total	\$ 230,059.00	SWS Total	\$ 206,217.90	SWS Total	\$ 252,920.00	SWS Total	\$ 212,472.50
				Project Total	\$ 438,836.00	Project Total	\$ 420,318.20	Project Total	\$ 479,684.00	Project Total	\$ 444,528.90	Project Total	\$ 602,775.00	Project Total	\$ 491,889.50

Low Bid

City of Bel Aire, Kansas

## STAFF REPORT

DATE: August 30, 2022

TO: City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Chapel Landing Ph 2 & Homestead Senior Landing Utility Bids



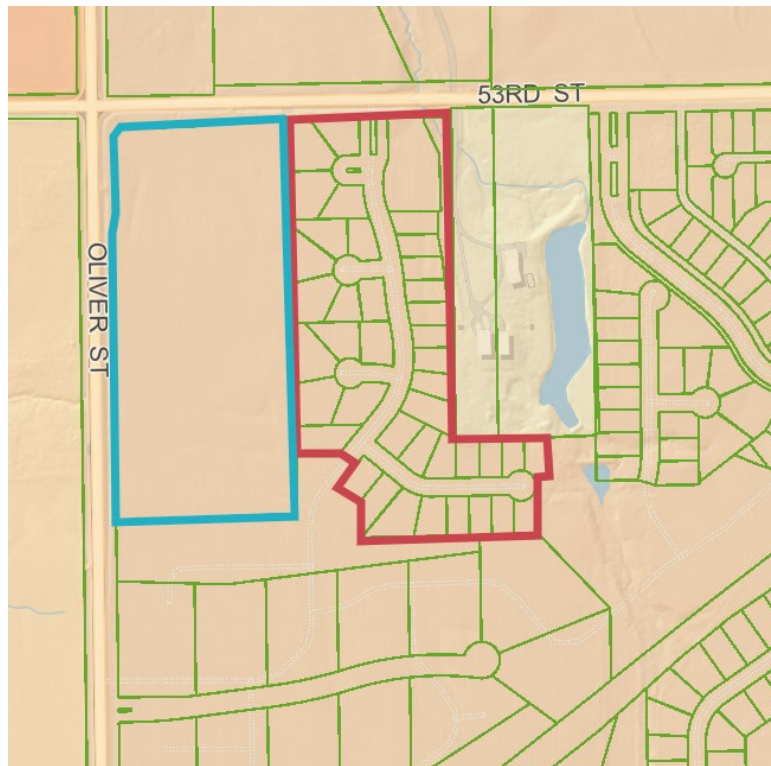
### BACKGROUND:

The Developers are ready to begin the development of Chapel Landing, Phase 2 and Homestead Senior Landing.

### DISCUSSION:

Baughman worked with both Developers and designed the water, joint sanitary sewer and drainage improvements serving Chapel Landing, Phase 2 and Homestead Senior Landing. Bids were accepted on August 9th. Three contractors responded to the solicitation.

Contractor	Engineer's Estimate	Mies	Nowak	Dondlinger
Lift Station, Force Main and Gravity Main	\$1,136,868.00	<b>\$859,476.00</b>	\$901,854.50	\$1,124,780.22
Part "B" Sanitary Sewer	\$113,073.00	<b>\$80,972.00</b>	\$101,113.50	\$90,572.46
Part "C" Sanitary Sewer	\$400,632.00	<b>\$318,149.50</b>	\$385,743.00	\$415,911.59
Water Improvements	\$212,156.00	<b>\$219,365.00</b>	\$239,550.00	\$355,491.00
Storm Water Improvements	\$368,704.50	<b>\$420,088.20</b>	\$366,322.00	\$403,116.50
Total	\$2,231,433.50	<b>\$1,898,050.70</b>	\$1,994,583.00	\$2,389,871.77



**FINANCIAL CONSIDERATIONS:** The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. The low bid for the storm water drainage improvements was over the Engineer's Estimate. After discussions with the Developer and the Contractor, a change order removing the "Excavation, Borrow (LVC)" will accompany the contract documents, thus reducing the total cost of the section to within the petition amount.

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

**RECOMENDATION:** Staff recommends that the City Council accept the bid from Mies for \$1,898,050.70.

TABULATION OF BIDS INCLUDING ADDENDUMS 1, 2, & 3  
CHAPEL LANDING ADDITION, PH 2 & HOMESTEAD SENIOR LANDING ADDITION  
BELAIRE, KANSAS  
Sanitary Sewer Projects Part "A", "B", & "C", Water Line Part "D", & Storm Water Drain Improvements Part "E"  
Bid Date: August 9th, 2022

			Engineer's Estimate		Mies Construction		Nowak Construction		Dondlinger & Sons Construction					
Bid Items:	Quantities	Unit	Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total
SS IMPROVEMENTS PART "A"														
Pump Station Unit	1	LS	\$566,000.00	\$566,000.00	\$530,000.00	\$530,000.00	\$512,000.00	\$512,000.00	\$525,000.00	\$525,000.00				
Pipe, SS 8"	972	LF	\$50.00	\$48,600.00	\$32.00	\$31,104.00	\$47.00	\$45,684.00	\$58.00	\$56,376.00				
Pipe, SS 10"	1,303	LF	\$62.00	\$80,786.00	\$40.00	\$52,120.00	\$60.00	\$78,180.00	\$71.00	\$92,513.00				
Pipe Stub, 8"	4	EA	\$600.00	\$2,400.00	\$375.00	\$1,500.00	\$350.00	\$1,400.00	\$1,400.00	\$5,600.00				
Pipe Stub, 10"	1	EA	\$750.00	\$750.00	\$450.00	\$450.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00				
MH, Standard SS (4')	9	EA	\$6,000.00	\$54,000.00	\$3,700.00	\$33,300.00	\$4,500.00	\$40,500.00	\$4,700.00	\$42,300.00				
Connect to Existing MH	1	EA	\$3,500.00	\$3,500.00	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00				
Pipe, SS Force Main 6"	3,147	LF	\$48.00	\$151,056.00	\$30.00	\$94,410.00	\$41.00	\$129,027.00	\$52.00	\$163,644.00				
Air Release Assy.	2	EA	\$10,000.00	\$20,000.00	\$6,050.00	\$12,100.00	\$5,900.00	\$11,800.00	\$3,000.00	\$6,000.00				
Air Testing, SS Pipe and Force Main	5,422	LF	\$1.00	\$5,422.00	\$0.50	\$2,711.00	\$0.75	\$4,066.50	\$1.51	\$8,187.22				
Pipe, SWS 24"	40	LF	\$65.00	\$2,600.00	\$74.00	\$2,960.00	\$85.50	\$3,420.00	\$95.00	\$3,800.00				
Pipe, End Section SWS 24"	2	EA	\$2,000.00	\$4,000.00	\$700.00	\$1,400.00	\$900.00	\$1,800.00	\$2,500.00	\$5,000.00				
Rip-Rap, Light Stone	18	SY	\$100.00	\$1,800.00	\$50.00	\$900.00	\$67.00	\$1,206.00	\$98.00	\$1,764.00				
Dewatering	1	LS	\$50,000.00	\$50,000.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00				
Project Seeding	1	LS	\$25,000.00	\$25,000.00	\$6,680.00	\$6,680.00	\$6,680.00	\$6,680.00	\$6,680.00	\$6,680.00				
BMP, Construction Entrance	2	EA	\$2,500.00	\$5,000.00	\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$750.00	\$1,500.00				
BMP, Ditch Checks	12	EA	\$800.00	\$9,600.00	\$130.00	\$1,560.00	\$130.00	\$1,560.00	\$130.00	\$1,560.00				
BMP, Silt Fence	1,354	LF	\$1.00	\$1,354.00	\$1.50	\$2,031.00	\$1.50	\$2,031.00	\$1.50	\$2,031.00				
Site Clearing and Restoration	1	LS	\$90,000.00	\$90,000.00	\$65,500.00	\$65,500.00	\$42,800.00	\$42,800.00	\$165,000.00	\$165,000.00				
Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$10,500.00	\$10,500.00	\$6,600.00	\$6,600.00	\$5,075.00	\$5,075.00				
SUBTOTAL SANITARY SEWER IMPROVEMENTS			\$1,136,868.00		\$859,476.00		\$901,854.50		\$1,124,780.22					
SS IMPROVEMENTS PART "B"														
Pipe, SS 8"	1,288	LF	\$50.00	\$64,400.00	\$34.00	\$43,792.00	\$58.00	\$74,704.00	\$50.00	\$64,400.00				
Pipe, SS Stub, 8"	4	EA	\$450.00	\$1,800.00	\$321.00	\$1,284.00	\$300.00	\$1,200.00	\$150.00	\$600.00				
MH, Standard SS (4')	4	EA	\$4,500.00	\$18,000.00	\$3,700.00	\$14,800.00	\$4,200.00	\$16,800.00	\$4,200.00	\$16,800.00				
Air Testing, SS Pipe	1,288	LF	\$1.00	\$1,288.00	\$2.00	\$2,576.00	\$1.50	\$1,932.00	\$2.17	\$2,794.96				
BMP, Construction Entrance	1	EA	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$600.00	\$600.00	\$750.00	\$750.00				
BMP, Silt Fence	1,585	LF	\$1.00	\$1,585.00	\$2.00	\$3,170.00	\$1.50	\$2,377.50	\$1.50	\$2,377.50				
Maintain Existing BMPs	1	LS	\$800.00	\$800.00	\$200.00	\$200.00	\$150.00	\$150.00	\$200.00	\$200.00				
Seeding	1	LS	\$3,000.00	\$3,000.00	\$1,150.00	\$1,150.00	\$1,150.00	\$1,150.00	\$1,150.00	\$1,150.00				
Seeding, Temporary	1	LS	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$200.00	\$200.00	\$500.00	\$500.00				
Site Clearing & Restoration	1	LS	\$20,000.00	\$20,000.00	\$13,000.00	\$13,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00				
SUBTOTAL SANITARY SEWER IMPROVEMENTS			\$113,073.00		\$80,972.00		\$101,113.50		\$90,572.46					
SS IMPROVEMENTS PART "C"														
Pipe, SS 8"	3,373	LF	\$48.00	\$161,904.00	\$31.00	\$104,563.00	\$47.00	\$158,531.00	\$50.00	\$168,650.00				
MH, Standard SS (4')	20	EA	\$4,600.00	\$92,000.00	\$3,700.00	\$74,000.00	\$4,200.00	\$84,000.00	\$4,750.00	\$95,000.00				
Riser Assembly 4" Manhole Stub	17	EA	\$800.00	\$13,600.00	\$600.00	\$10,200.00	\$650.00	\$11,050.00	\$950.00	\$16,150.00				
Riser Assembly 4", Vertical	63	EA	\$1,250.00	\$78,750.00	\$950.00	\$59,850.00	\$1,200.00	\$75,600.00	\$1,250.00	\$78,750.00				
Fill, Flowable	106	LF	\$100.00	\$10,600.00	\$80.00	\$8,480.00	\$97.00	\$10,282.00	\$65.00	\$6,890.00				
Fill, Sand (Flushed & Vibrated)	1,246	LF	\$15.00	\$18,690.00	\$28.00	\$34,888.00	\$23.00	\$28,658.00	\$25.00	\$31,150.00				
Air Testing, SS Pipe	3,373	LF	\$1.00	\$3,373.00	\$2.00	\$6,746.00	\$1.50	\$5,059.50	\$2.33	\$7,859.09				
BMP, Silt Fence	3,215	LF	\$1.00	\$3,215.00	\$1.50	\$4,822.50	\$1.50	\$4,822.50	\$1.50	\$4,822.50				
Maintain Existing BMPs	1	LS	\$500.00	\$500.00	\$200.00	\$200.00	\$150.00	\$150.00	\$200.00	\$200.00				
Seeding	1	LS	\$3,000.00	\$3,000.00	\$4,400.00	\$4,400.00	\$4,440.00	\$4,440.00	\$4,440.00	\$4,440.00				
Seeding, Temporary	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$150.00	\$150.00	\$1,000.00	\$1,000.00				
Site Clearing & Restoration	1	LS	\$14,000.00	\$14,000.00	\$9,000.00	\$9,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00				
SUBTOTAL SANITARY SEWER IMPROVEMENTS			\$400,632.00		\$318,149.50		\$385,743.00		\$415,911.59					

WATER LINE IMPROVEMENTS PART "D"														
Pipe, WL 8"	2,918	LF	\$42.00	\$122,556.00	\$41.00	\$119,638.00	\$43.00	\$125,474.00	\$78.00	\$227,604.00				
Pipe, WL 8" (DICL)	30	LF	\$100.00	\$3,000.00	\$63.00	\$1,890.00	\$205.00	\$6,150.00	\$95.00	\$2,850.00				
Pipe, Casing (18" ID min.)	61	LF	\$100.00	\$6,100.00	\$273.00	\$16,653.00	\$495.00	\$30,195.00	\$435.00	\$26,535.00				
Pipe, Connect to Existing	1	EA	\$2,000.00	\$2,000.00	\$4,870.00	\$4,870.00	\$7,000.00	\$7,000.00	\$14,000.00	\$14,000.00				
Fire Hydrant Assembly	4	EA	\$5,000.00	\$20,000.00	\$5,298.00	\$21,192.00	\$4,300.00	\$17,200.00	\$5,000.00	\$20,000.00				
Valve Assembly, 8"	7	EA	\$2,000.00	\$14,000.00	\$1,976.00	\$13,832.00	\$2,100.00	\$14,700.00	\$2,200.00	\$15,400.00				
Valve Assembly, Blowoff	3	EA	\$1,300.00	\$3,900.00	\$2,475.00	\$7,425.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00				
Service Line, Long 1"	28	EA	\$850.00	\$23,800.00	\$733.00	\$20,524.00	\$900.00	\$25,200.00	\$1,400.00	\$39,200.00				
Fill, Sand (Flushed & Vibrated)	267	LF	\$20.00	\$5,340.00	\$15.00	\$4,005.00	\$13.00	\$3,471.00	\$4.00	\$1,068.00				
Fill, Protective	592	LF	\$5.00	\$2,960.00	\$2.00	\$1,184.00	\$5.00	\$2,960.00	\$2.00	\$1,184.00				
Maintain Existing BMPs	1	LS	\$500.00	\$500.00	\$202.00	\$202.00	\$100.00	\$100.00	\$200.00	\$200.00				
Seeding	1	LS	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$400.00	\$400.00	\$1,100.00	\$1,100.00				
Seeding, Temporary	1	LS	\$500.00	\$500.00	\$850.00	\$850.00	\$200.00	\$200.00	\$850.00	\$850.00				
Site Clearing & Restoration	1	LS	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00				
SUBTOTAL STORM WATER DRAIN IMPROVEMENTS			\$212,156.00		\$219,365.00		\$239,550.00		\$355,491.00					
STORM WATER DRAIN IMPROVEMENTS PART "E"														
Excavation	25,131	CY	\$2.50	\$62,827.50	\$3.00	\$75,393.00	\$2.30	\$57,801.30	\$2.30	\$57,801.30				
Excavation, Borrow (LVC)	10,000	CY	\$14.00	\$140,000.00	\$20.00	\$200,000.00	\$14.90	\$149,000.00	\$14.90	\$149,000.00				
Grading, Mass	1	LS	\$25,000.00	\$25,000.00	\$13,795.00	\$13,795.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00				
Pipe, SWS 15"	544	LF	\$45.00	\$24,480.00	\$43.00	\$23,392.00	\$44.00	\$23,936.00	\$54.00	\$29,376.00				
Pipe, SWS 18"	255	LF	\$50.00	\$12,750.00	\$61.00	\$15,555.00	\$50.50	\$12,877.50	\$62.00	\$15,810.00				
Pipe, SWS 24"	136	LF	\$65.00	\$8,840.00	\$85.00	\$11,560.00	\$62.00	\$8,432.00	\$72.00	\$9,792.00				
Pipe, End Section 15"	2	EA	\$1,600.00	\$3,200.00	\$1,800.00	\$3,600.00	\$800.00	\$1,600.00	\$4,200.00	\$8,400.00				
Pipe, End Section 24"	2	EA	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$950.00	\$1,900.00	\$4,300.00	\$8,600.00				
Inlet, Curb (Type 1) (L=10' W=3')	4	EA	\$6,000.00	\$24,000.00	\$5,300.00	\$21,200.00	\$5,400.00	\$21,600.00	\$5,800.00	\$23,200.00				
Backyard Inlet, 4' Dia.	3	EA	\$2,500.00	\$7,500.00	\$2,400.00	\$7,200.00	\$2,800.00	\$8,400.00	\$2,800.00	\$8,400.00				
Rip-Rap, Light Stone	252	SY	\$60.00	\$15,120.00	\$50.00	\$12,600.00	\$57.00	\$14,364.00	\$100.00	\$25,200.00				
Fill, Sand (Flushed & Vibrated)	38	LF	\$60.00	\$2,280.00	\$27.00	\$1,026.00	\$13.00	\$494.00	\$15.00	\$570.00				
BMP, Curb Inlet Protection	4	EA	\$125.00	\$500.00	\$120.00	\$480.00	\$120.00	\$480.00	\$120.00	\$480.00				
BMP, Drop Inlet Protection (Mulch Wattle)	3	EA	\$125.00	\$375.00	\$120.00	\$360.00	\$120.00	\$360.00	\$120.00	\$360.00				
BMP, Erosion Control Mat	2,088	SY	\$1.50	\$3,132.00	\$1.65	\$3,445.20	\$1.65	\$3,445.20	\$1.65	\$3,445.20				
BMP, Ditch Checks	7	EA	\$100.00	\$700.00	\$130.00	\$910.00	\$130.00	\$910.00	\$130.00	\$910.00				
Maintain Existing BMPs	1	LS	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$200.00	\$200.00	\$200.00	\$200.00				
Seeding, Temporary	1	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00				
Seeding	1	LS	\$10,000.00	\$10,000.00	\$5,772.00	\$5,772.00	\$5,772.00	\$5,772.00	\$5,772.00	\$5,772.00				
Site Clearing & Restoration	1	LS	\$16,000.00	\$16,000.00	\$8,500.00	\$8,500.00	\$8,950.00	\$8,950.00	\$10,000.00	\$10,000.00				
Testing	1	LS	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$8,800.00	\$8,800.00	\$8,800.00	\$8,800.00				
SUBTOTAL STORM WATER DRAIN IMPROVEMENTS			\$368,704.50		\$420,088.20		\$366,322.00		\$403,116.50					
TOTAL BASE BID														
			\$2,231,433.50		\$1,898,050.70		\$1,994,583.00		\$2,389,871.77					





City of Bel Aire, Kansas

STAFF REPORT

DATE: 8/29/2022

TO: Ty Lasher, City Manager

FROM: Dave Leiker, Public Works Director

RE: CIPP Proposal



BACKGROUND:

Public Works staff has solicited bids for cured in place pipe (CIPP) to be installed in Lawn Terrace and Aurora Park.

DISCUSSION:

On July 7<sup>th</sup>, 2022 staff reached out to three contractors requesting bids for the installation of CIPP in Lawn Terrace. One of the three contractors responded with a bid. The City Council denied the bids and asked that we include Aurora Park in this project. Staff sent out RFP's for Lawn Terrace and Aurora Park.

There are currently no local companies that perform this type of work including Utility Maintenance Contractors LLC and Mayer Specialty Services LLC. Therefore, staff researched regional companies that perform CIPP. We were able to locate three companies that have bid on this type of work for Wichita. Two companies were located in Missouri and one in Iowa.

Company	Lawn Terrace	Lawn Terrace & Aurora Park	Total Cost
Insituform Technologies USA	8" 34.45 per foot - 10" 34.45 per foot	8" 34.45 per foot - 10" 34.45 per foot	631,792.80
Municipal Pipe Tool Co. LLC.	8" 39.10 per foot - 10" 46.27 per foot	8" 39.10 per foot - 10" 46.27 per foot	703,674.34
SAK Construction	No Bid		

FINANCIAL CONSIDERATIONS: The 2022 budget contains \$600,000 in the CIP for CIPP lining. Finance supports this purchase.

POLICY DECISION: Staff adhered to the purchasing policy in gathering a minimum of three bids. CIPP was included in the 2022 budget.

RECOMENDATION: Staff recommends the City Council accept the bid from Insituform Technologies in the amount of \$631,792.80 for the CIPP lining project. Thank you for your consideration.



"We Protect the Environment"

515 5TH STREET ~ PO BOX 398  
HUDSON, IOWA 50643  
Phone: 319-988-4205  
Fax: 319-988-3506

# Quotation

Quote Number:  
5266

Quote Date  
Aug 26, 2022

## Quoted to:

CITY OF BEL AIRE, KANSAS  
7651 E. CENTRAL PARK AVENUE  
BEL AIRE, KS 67226

Page:  
1

Fax:

319-988-4205

Customer ID	Good Thru	Payment Terms	Sales Rep
BELAIRE	9/25/22	Net 15 Days	

Quantity	Description	Unit Price	Extension
1.00	BEL AIRE, KS CURED IN PLACE PIPE PROJECT		
1.00	DATE EXTENDED VIA EMAIL ON 7/25/2022 - BID DUE: 8/26/2022 @ 3:00 PM		
4,304.00	8" CIPP PROJECT 1 (LF)	39.10	168,286.40
2,022.00	10" CIPP PROJECT 1 (LF)	46.27	93,557.94
11,300.00	8" CIPP PROJECT 2 (LF)	39.10	441,830.00
1.00	Access, water, SWPPP, MH locating & exposing and debris location provided by general IF city isn't. If bond is needed add 2% to prices above.		
1.00	MPT will provide traffic cones and road work ahead signs only. Flaggers and other traffic control provided by General.		

If our equipment become lodged during attempts to perform duties specified by customer, all costs for removal and replacement of equipment will be the customers.

Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for services listed above. Final charges will be based on actual quantities.

Subtotal 703,674.34  
Sales Tax  
**Total** 703,674.34

ACCEPTED BY: Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Scheduling Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_ Cell \_\_\_\_\_



17220 Bel Ray Place  
Belton, Missouri 64012

Tel: (816) 318-8477  
Fax: (816) 318-8495  
[www.insituform.com](http://www.insituform.com)

**AAJA-103SBEL**

**August 26, 2022**

## **Proposal**

**Attention -**

*Please have proposals submitted before FRIDAY 8/26/2022 at 3:30 PM*

Please email proposals to Dave Leiker [parks@belaire.kscoxmail.com](mailto:parks@belaire.kscoxmail.com) and Tim Aelmore [taelmore@belaire.kscoxmail.com](mailto:taelmore@belaire.kscoxmail.com)

**Public Works Director - Dave Leiker** [parks@belaire.kscoxmail.com](mailto:parks@belaire.kscoxmail.com)

**Tim Aelmore -** [taelmore@belaire.kscoxmail.com](mailto:taelmore@belaire.kscoxmail.com)



7651 E. Central Park Ave.

Bel Aire, KS 67226

P: (316) 744-2888

**Project Name:**

**City of Bel Aire KS 2022 CIPP – August 26, 2022**

**NOTE - Due to Resin pricing fluctuations – pricing valid thirty [30] days from proposal date**

INSITUFORM TECHNOLOGIES herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the above referenced project.

### **ASSUMPTIONS AND QUALIFICATIONS**

INSITUFORM has based this proposal on a **nominal wall thickness** for the Insitutube. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you

following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Laterals: During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those, which are active. You may direct us to reinstate all or specific laterals as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected, and all will be internally reconnected using the Insitucutter. Specific service connections will not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold **INSITUFORM TECHNOLOGIES** harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Prime Contractor will externally reconnect the service at no cost to **INSITUFORM TECHNOLOGIES**.

The Prime Contractor shall provide access to both ends of the line [including approval of adjacent landowners], including ALL clearing/grubbing, access roads and ALL restoration scopes adjacent to structures by Prime Contractor, and point repairs if needed. Installation can be completed after point repairs and accesses to both ends are completed.

**Proposal Pricing - CIPP pricing INCLUDES bypass for CIPP scopes ONLY, Traffic control for CIPP scopes ONLY**

Description	Units	Bid Units	Unit Price	Total	
Mobilization	L Sum	1	\$ 15,000.00	\$ 15,000.00	
8" CIPP	L Ft	15882	\$ 34.45	\$ 547,134.90	
10" CIPP	L Ft	2022	\$ 34.45	\$ 69,657.90	
Protruding Tap Removal [robotic only], if required	Each	0	\$ 300.00	\$ -	
Pricing is TAX Exempt				\$ 631,792.80	
All lines are tied for pricing, Adjustment in quantities may require pricing modifications					
CIPP Pricing INCLUDES Clean / CCTV - CIPP scopes ONLY					

Schedule –

Mutually agreed to schedule between City of Bel Aire, KS and ITUSA

Anticipated completion – 2023 – Q1-Q2

Locations –

MH A	MH B	Depth A	Depth B	Street	Diam.	Length	Services
4	3	7	8	4859 N GLENDALE	10.0	370	8
3	2	8	9	4819 N GLENDALE	10.0	350	6
2	1	9	9	4761 N GLENDALE	10.0	386	8
1	3	9	9	4731 N GLENDALE	10.0	364	0
3	2	9	9	4731 N GLENDALE	10.0	444	5
2	1	9	9	4924 E 45TH ST N	10.0	108	0
6	5	8	8	4859 N HARDING	8.0	285	8
5	4	8	9	4829 N HARDING	8.0	400	6
4	3	9	9	4761 KRUEGER ST	8.0	400	8
1	3	9	9	4930 E 46TH ST N	8.0	217	2
LH	2	8	8	4604 KRUEGER	8.0	71	1
2	1	8	9	4604 KRUEGER	8.0	250	1
1	1	9	9	5018 E 45TH ST N	8.0	229	2
LH	1	8	9	5018 E 45TH ST N	8.0	104	1
4	3	8	8	4859 N BATTIN	8.0	390	10
3	2	8	9	4819 N BATTIN	8.0	200	4
2	1	9	9	4801 N BATTIN	8.0	112	2
2	1	9	9	4729 N BATTIN	8.0	368	4
6	5	8	9	4862 N BATTIN	8.0	130	2
5	4	9	9	4846 N BATTIN	8.0	405	5
4	3	9	9	4800 N BATTIN	8.0	405	5
3	2	9	9	4740 N BATTIN	8.0	266	4
2	1	9	9	4730 N BATTIN	8.0	370	6
14	13	7	8	4230 OLIVER	8.0	400	2
13	12	8	8	4171 HARDING	8.0	61	0
12	11	8	8	4171 HARDING	8.0	134	1
11	10	8	8	4171 HARDING	8.0	372	4
10	9	8	8	4051 HARDING	8.0	250	3
9	8	8	8	4101 HARDING	8.0	189	2
8	7	8	8	4101 HARDING	8.0	260	2
7	6A	8	8	4071 HARDING	8.0	210	2
6A	6	8	8	4051 HARDING	8.0	369	4
6	5	8	8	4031 HARDING	8.0	210	2
5	4	8	8	4001 HARDING	8.0	118	2
4	3	8	8	3901 HARDING	8.0	117	2
3	2	8	9	BEHIND LIFT STATION	8.0	214	2
1	8	9	9	4848 E 40TH ST	8.0	184	2
5	4	9	9	4150 BATTIN	8.0	317	4
4	3	9	9	4124 BATTIN	8.0	225	2
3	1	9	9	4072 HARDING	8.0	403	3
2	1	9	9	4072 HARDING	8.0	71	0
1	7	9	9	4071 HARDING	8.0	376	3



9	8	8	8	4153 PARKWOOD	8.0	163	3
8	7	8	8	4101 PARKWOOD	8.0	349	4
7	6	8	8	4075 PARKWOOD	8.0	163	2
6	5	8	8	4025 PARKWOOD	8.0	454	4
5	4	8	8	4001 PARKWOOD	8.0	255	2
4	3	8	8	5110 E 38TH N	8.0	275	2
3	2	8	8	5110 E 38TH N	8.0	173	1
5	4	8	8	4186 PARKWOOD	8.0	422	9
4	3	8	8	4128 PARKWOOD	8.0	399	7
3	2	8	8	4100 PARKWOOD	8.0	437	5
2	1	8	8	5441 E 40TH N	8.0	347	4
1	8	8	8	3922 PARKWOOD	8.0	415	5
2	1	8	8	5401 E 40TH N	8.0	203	1
1	2	8	8	5401 E 40TH N	8.0	206	1
10	9	9	9	5501 E 38TH N	8.0	102	2
9	8	9	9	5501 E 38TH N	8.0	223	2
8	7	9	9	38TH & PARKWOOD	8.0	305	3
7	6	9	9	3800 PARKWOOD	8.0	64	1
6	5	9	9	5218 E 37TH N	8.0	176	1
5	4	9	9	5130 E 37TH N	8.0	436	7
4	3	9	9	5030 E 37TH N	8.0	400	6
3	2	9	9	3800 HARDING	8.0	252	4
2	3	8	8	5317 39TH ST	8.0	107	0
1	2	8	8	5317 39TH ST	8.0	58	0
2	5	8	8	5317 39TH ST	8.0	416	4
					8" CIPP =	15882	
					10" CIPP =	1914	
					TOTAL =	17796	220

### Project NOTES -

Pricing excludes surface videos, clearing / grubbing / ROW, access / access roads, special permits and insurances, etc. – by Owner

**ITUSA is EXCLUDING ALL pipe preparation** - mandrelling of existing pipes, ALL excavation / point repairs, ALL required joint repairs, grout/fly ash scopes, etc. ITUSA's process does not require mandrelling and /or grouting – CIPP liner conforms to existing shape of host pipe – should any internal / joint repairs be required by Owner / Prime, ITUSA is EXCLUDING from our scope of work proposed.

Service reconnections by internal methods ONLY. Service reconnections that cannot be completed by internal methods may require excavation / reconnection by the Prime Contractor at no additional cost to ITUSA. Lateral launching of services, cleaning, lateral rehabilitation, etc. – Excluded.

The existence of the void(s) in and/or around the bottom of the existing pipe may indicate an unforeseen condition for both ITUSA and the Owner / Prime. Owner / Prime shall bear the responsibility for unforeseen conditions / subsurface conditions of the existing roadway, Pipe bedding, adjacent soil compaction, etc.

ITUSA shall not be contractually obligated to perform any investigation and / or repairs regarding the conditions beneath and / or around the existing culvert pipe. ITUSA's proposal to rehabilitate the culvert does not entail taking on the liability or cost of any unforeseen conditions that are pre-existing but unknown to all parties.

ITUSA's proposal to the Prime Contractor for CIPP rehabilitation does not entail ITUSA taking on the liability or cost to repair the unforeseen condition of the void[s] beneath/around the culvert. ITUSA's agreement to rehabilitate the culvert does not entail taking on the liability or cost of any unforeseen conditions that are pre-existing but unknown to all parties.

#### PROPOSAL INCLUSIONS

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The prices stated in this proposal include:

1. Mobilization and demobilization.
2. Bypass pumping if needed [CIPP scopes ONLY].
3. Internal service reconnections ONLY.
4. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.
5. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
6. Insitutube wetout using 400,000 Flexural Modulus resin, inversion, curing, and finishing.
7. Confined space safe entry practices.
8. Certificate of insurance with a standard coverage.
9. One [1] year standard construction warranty included.

#### PROPOSAL EXCLUSIONS

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Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES** :

- a) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services shall be provided by the Prime Contractor or Owner. This may include excessive roots, excessive debris and protruding taps and point repairs / ALL Excavation and restoration scopes.
- b) Surface video documentation [Pre and Post] – Excluded.
- c) **Water for CIPP scopes [clean / CCTV + CIPP] – provided by Owner.**
- d) Additional cleaning and televising mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.
- e) Landscaping / shrub removal-replacement / ALL restoration scopes, etc.
- f) Manual operation of any pumping and/or metering stations.
- g) Legal dumpsite for debris resulting from pipes cleaning.
- h) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- i) Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
- j) Manhole installation, rehabilitation, and/or replacement.
- k) Project permits and/or local licenses.
- l) State and local sales and/or use taxes on the value of the project. Tax Exempt pricing requires State and Project Tax Exempt Certificates.
- m) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project [i.e.-railroad protective, etc.].
- n) **Performance and Payment Bond not included. This is available upon request, if required please add 1.5% to the total project cost.**
- o) **PE Stamped Design Calculations, if required, ADD \$2,500.**



**PROPOSAL TERMS AND CONDITIONS**

- a) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES's** agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES's** liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold **INSITUFORM TECHNOLOGIES** harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) Quantities are estimated. Unit prices apply for actual invoice and payment.
- f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES**.
- i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.
- j) **Insituform submits this bid based on the plans and specifications furnished to it. Insituform's bid is expressly conditioned upon the negotiation of terms and conditions fair to Insituform. Insituform shall have no obligation to perform and shall not be bound by its bid until the execution of a mutually agreeable written contract.**
- k) **Escalation Clause. If, during the performance of this contract, any cost price determining factor considered by Contractor in determining the contract price significantly increases, through no fault of Contractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Contractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Contractor's Vice President of Procurement. Due to the confidential nature of Contractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Contractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of Contractor because of the shortage or unavailability of any raw materials, including resin, Contractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Contractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.**

Submitted by:

**INSITUFORM TECHNOLOGIES USA, LLC**

Brian T. McCrary P.E. - Business Development Manager

Cellular 816 / 206 – 7703 [bmccrary@aeqion.com](mailto:bmccrary@aeqion.com)

**Accepted**



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Signed: \_\_\_\_\_

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

Printed Name/Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Company Phone / email: \_\_\_\_\_

Tax Exemption Number: \_\_\_\_\_

**This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal as an attachment.**

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Accepted By: **INSITUFORM TECHNOLOGIES USA, LLC**

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

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

**AGREEMENT  
CONCERNING THE DEVELOPMENT  
OF THE ELK CREEK 3RD  
TO THE CITY OF BEL AIRE, KANSAS**

This agreement is made and entered into by and between Barakeh Property, LLC, a Kansas Company, hereinafter referred to as "DEVELOPER", and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

**WHEREAS**, the DEVELOPER desires platting by the CITY of a tract of land more fully described below and herein referred to as the ELK CREEK 3<sup>rd</sup> Bel Aire, Sedgwick County, Kansas (hereinafter ELK CREEK 3<sup>RD</sup>); and

**WHEREAS**, the CITY is willing to consider platting of said ELK CREEK 3<sup>RD</sup>;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the DEVELOPER and the CITY agree as follows:

**PURPOSE.** This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval, and as such, approval of this agreement is a condition precedent to final consideration by the CITY of the DEVELOPER's request for approval of the final plat on a tract of land more fully described below and herein referred to as ELK CREEK 3<sup>RD</sup>.

Specifically, this agreement is to assure that necessary improvements are in place to support development of ELK CREEK 3<sup>RD</sup>. Therefore, the DEVELOPER's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The DEVELOPER shall strictly observe and comply with the terms of this Agreement, all regulations, resolutions, policies, and ordinances of the CITY and Sedgwick County, and all statutes and laws of the State of Kansas and of the United States.

The development of ELK CREEK 3<sup>RD</sup> shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development, and may result in suspension or termination of such building permit. It is understood by the parties that the final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted by the DEVELOPER and approved by the CITY in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs, permit fees, review fees, and building and zoning permit and review fees incurred or required by City staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

**LEGAL DESCRIPTION.** The tract of land herein referred to as the ELK CREEK 3<sup>RD</sup>, Bel Aire, Sedgwick County, Kansas has the following pre-platting legal description, to-wit:

**Lot 1, Block 11, Elk Creek Addition, Bel Aire, Sedgwick County, Kansas.**

**PERMITTED USE:** All lots are zoned R-5b – Single Family/Zero Lot Line Residential District.

**BUILDING SETBACKS:** The minimum building setbacks for residential lots shall be:

- Front building setback on interior lots – twenty (20) feet
- Front building setback on corner lots – twenty-five (25) feet (15 feet is permitted where such frontage is adjacent to an interior zero lot line lot)
- Rear building setback – fifteen (15) feet

**ATYPICAL LOT SIZE, LOT LINE, AND LOT LINE ENCROACHMENT:** No lot shall be less than 50’ wide by 90’ deep, or less than 5,000 square feet, whichever is smaller. The master plan for side yard building set back as approved by the Governing Body will allow the main house structure foundation (concrete footing and slab on grade, no basement or window wells), to be constructed on one side yard property line, free of any platted easement and easements of public record. Typical building practices and approved architectural designs that meet the minimum building and fire codes shall be used to complete the house structure above grade, but at no point may the distance between houses be less than four (4) feet, such distance to be maintained from the ground to the sky. The opposite side yard shall be six (6) feet or more between the structure and the property line. The maximum encroachment of the abutting house wall and roof elements including guttering is two (2) feet provided that provisions for their extension and maintenance over adjacent property is contained in the restrictive covenants. No exhaust openings in the wall shall be within ten (10) feet of the property line. Any changes to the building master plan will require review of the new plan by the Governing Body for approval.

All accessory structures such as sheds, garages, play equipment shall be 10’ from property lines if approved using the minimum requirements of the current zoning code.

**CONSTRUCTION PERIOD REQUIREMENTS.** In addition to other requirements set forth within this agreement regarding property maintenance, the following requirements shall be met specifically during the period of time during which construction of ELK CREEK 3<sup>RD</sup> is being developed:

All lots covered by this Agreement shall be subject to the CITY’S storm water regulations.

The Contractor shall install, and the DEVELOPER maintains the storm water protection devices established by the CITY and the master drainage / grading plan until such time the devices are no longer needed due to the adequate establishment of ground cover. All lots covered by this agreement shall be kept clean, shall not pond water, shall be mowed to a height not exceeding eight (8) inches, and shall comply with all applicable laws and regulations pertaining to erosion control.

All temporary construction units must be removed when building in the immediate vicinity is completed.

All temporary utility connections made to expedite the development must be removed immediately as utility services are provided; i.e., temporary above ground power supply.

Vehicle access to the tract of land herein referred to as the ELK CREEK 3RD shall be limited to the existing street connection at Elk Creek Drive as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in ELK CREEK 3RD shall be limited to vehicles under 20 tons. Construction traffic shall enter from either Elk Creek Drive or 45<sup>th</sup> Street. If a construction entrance is placed off of 45<sup>th</sup> Street, it shall be removed immediately following the installation of the roads and the area returned to pre-construction condition. DEVELOPER shall be responsible for installation and removal of any temporary roads and drainage culverts during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorist and neighbors.

**DETENTION PONDS.** Any on-site detention ponds will be designed to control two, twenty-five-year storm events and one, hundred-year storm event. Additionally, the ponds will act as temporary sedimentation basins during construction but are limited to the amount of sediment allowed and DEVELOPER responsible for any dredging required.

Any on-site detention ponds and associated inflow and outflow systems to the property as well as the reserves, and ditches are to be maintained by the DEVELOPER indefinitely unless transferred to a homeowner's association or equal resolution approved by the CITY, excluding paving and utilities within dedicated rights of ways as indicated on plat documents. Failure of the DEVELOPER to maintain such areas and property as described shall be grounds for the CITY to enforce this provision as a nuisance abatement action and charge all costs back to the DEVELOPER as set forth in K.S.A. 12-1617e.

**DRAINAGE.** Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of ELK CREEK 3RD must be addressed as part of the platting process. The DEVELOPER shall prepare a storm drainage plan which shall address the various impacts of increased/modified drainage, meet CITY drainage specifications, and be approved by the City Engineer. Prior to approval of said proposed storm drainage plan, the City Engineer may impose

modifications upon such proposed plan as Engineer deems necessary to insure the effectiveness of such plan. After approval by the City Engineer of said storm drainage plan, including any necessary modifications, the DEVELOPER shall install, or cause to be installed, the improvements pursuant to the drainage plan.

The DEVELOPER shall maintain a master drainage plan throughout the development stage for each parcel, by providing grass and installing landscape to ensure the reduced yard requirements have no consequence to the drainage of the property.

**DRAINAGE PLAN.** The DEVELOPER must provide a maintenance plan within the HOA Covenant document that will provide adequate provisions to protect the master drainage plan engineered design as such was approved by the CITY. The Maintenance Plan will include but not limited to: how to initiate the maintenance process for the drainage plan, how to inspect, what to inspect, when to inspect, how to correct drainage problems that are discovered, the appropriate records to be maintained and designating the party responsible for maintaining such records. The CITY may request a copy of the inspection report to monitor compliance on a biannual basis. Failure of the HOA to maintain such records or provide such records to the CITY in a timely manner, shall be grounds for the CITY, or the CITY'S designee, to conduct an inspection and charge the costs associated with such inspection back to the HOA

**ELECTRIC:** All electric lines shall be installed underground and paid for by the DEVELOPER.

**EROSION AND SEDIMENT CONTROL.** The DEVELOPER must follow all National Pollution Discharge Elimination System (NPDES) Kansas Department of Health and Environment (KDHE) and City of Bel Aire Standards for erosion and sediment control on site.

**FENCING & SCREENING:** Fencing and screening methods and materials shall blend in with the architectural design of the buildings and to reasonably hide the materials, trash and recycling containers from ground view, and all fencing and screening methods and materials must be pre-approved in writing by the CITY. Vinyl coated chain link fencing materials and other similar fencing materials may be allowed if such materials blend in with the architectural design elements of the building and adjacent sites. Any plans for outside storage facilities shall comply with the applicable ordinances and zoning regulations of the CITY and be submitted in writing to the CITY for prior approval. No barbed wire is allowed.

**FIRE HYDRANTS:** All fire hydrants shall be of a type and quality specified by CITY standards, but not less than the minimum standards of the National Board of Fire Underwriters and shall be provided and connected to the CITY'S municipal water supply system. Such hydrants shall be subject to the inspection and approval of the applicable Fire Chief.

**FOUNDATION CERTIFICATIONS.** Foundation Certifications will be required on each foundation after construction. Minimum low opening certifications will be required on all lots with minimum pads indicated on the face of the plat.

**HOMEOWNERS' ASSOCIATION.** DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, drainage systems, detention ponds and construction areas associated with ELK CREEK 3RD. DEVELOPER shall complete a plan for cooperating and sharing costs in the maintenance of shared entryways and shared reserves with neighboring HOAs, such plan shall be completed and provided to the City prior to DEVELOPER being granted a Certificate of Occupancy. Any land dedicated to or owned by a municipal authority shall be exempt from any and all assessments including those assessed by Homeowners Association Covenants. Land within this plat owned by such a municipal organization exempt from taxation by the laws of the State of Kansas, shall not be subject to any non-taxing authority assessments throughout the duration of such ownership.

**INFRASTRUCTURE PETITION AND INSTALLATION:** The development of ELK CREEK 3RD may be accomplished by virtue of a multi-phase process. Representatives of the parties shall formally meet and review the existing and proposed phases of development as well as the requirements of this agreement, prior to the submission of petitions for infrastructure improvements for each phase of development.

Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, streetlights and telephone service shall be installed underground. The CITY shall perform the engineering design, construction and inspection of water mains, sanitary sewer mains, storm water systems and paving necessary for the platting and development of the tract of land herein referred to as the ELK CREEK 3RD, Bel Aire, Sedgwick County, Kansas which said improvements shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. The DEVELOPER shall reimburse the CITY for the actual costs of the engineering design, construction and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the ELK CREEK 3RD unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

The DEVELOPER shall dedicate necessary public right-of-ways and easements and install, or cause to be installed, all improvements necessary for the platting and development of the tract of land herein referred to as the ELK CREEK 3RD. Said improvements include, but are not limited to streets, curb, gutter, street signs, storm water system, sidewalks, water distribution system, sanitary sewer lines, corner pins, driveways and utilities. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction. The DEVELOPER shall pay

one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government.

Whenever existing sanitary sewer, storm water, water lines, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipe lines or transmission lines are required to be installed, lowered, encased, modified or relocated due to the subdivision or construction improvements required, and in the event it was not known at time of platting approval, the DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction.

**LANDSCAPING & SCREENING:** The DEVELOPER shall submit and have approved by the CITY, a "Landscape Plan" that is representative of the landscaping to be provided as each phase of ELK CREEK 3<sup>RD</sup> is developed. The "Landscaping Plan" shall show contours, utilities, size and spread at planting, any type of ground cover, shrubs, and coordinate with the Drainage Plan and Site Plan for the project.

Planting of interior trees shall meet the CITY'S street tree requirements. Any areas outside of the general boundaries of each development phase shall be planted to appropriate turf or ground cover adequate to prevent undue soil erosion and shall be maintained in accordance with applicable CITY ordinances. Within all detailed landscape plans, ground mounted mechanical equipment and trash receptacles shall be screened from ground level view. Plantings shall take place within 6 months of the certificate of occupancy being granted.

**LIGHTING:** A Street and parking lighting plan shall be submitted to the CITY for approval and comply with the City zoning ordinance. Outdoor lighting sources shall employ cutoff luminaires to minimize light trespass and glare. Wood poles will not be allowed.

**MAINTENANCE:** DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, Elk Creek Drive and 45<sup>th</sup> Street right-of-way and construction outside boundaries of ELK CREEK 3RD. The DEVELOPER shall work in conjunction with the Courtyards at Elk Creek HOA and the Elk Creek HOA regarding the continued maintenance of the Elk Creek Drive entrance off of 45<sup>th</sup> Street.

**PERMITS.** No construction shall commence on any portion of the tract of land herein referred to as ELK CREEK 3RD without the DEVELOPER having first obtained the proper building and zoning permits from the CITY.

The development of ELK CREEK 3RD shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development. The final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted and approved in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

**ROADWAYS, DRIVES, and ACCESS:** The DEVELOPER shall cause to be installed, according to the design standards of the CITY, minimum twenty-nine (29) foot back-to-back paved street with curb and gutter on all streets in ELK CREEK 3RD.

All driveways shall be per CITY ordinance.

Vehicle access to the tract of land herein referred to as the ELK CREEK 3RD shall be limited to the existing street connection at Elk Creek Drive as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in ELK CREEK 3RD shall be limited to vehicles under 20 tons.

**PARKING, RESERVE OPEN SPACE:** Reserves A and B shall always remain at least 50% covered by grass and landscaping. Guest parking shall be installed to meet City standards.

**SANITARY SEWER:** The DEVELOPER shall petition the CITY to perform the engineering design review, construction and inspection of collection lines, not less than (8) inches in diameter, to transport sewage and discharge in the existing main. Said sewer main shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted by the DEVELOPER prior to the construction project and dedicated by separate instrument. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances.

**SIDEWALKS:** Sidewalks shall be installed on one side of all non-cul-de-sac streets. Sidewalks shall comply with the ADA Accessibility Guidelines (ADAAG). Sidewalks shall be handicap accessible and be required to extend or complete connecting links in the sidewalk system.

In general, sidewalks shall be constructed with the outside edge of the sidewalk as close as practical to the property line, subject to the discretion of the engineer designated by the CITY. The Sidewalk along shall be 5 feet wide (6" thick). Sidewalks shall be installed per the sidewalk plan approved by the CITY with curb ramps for road crossings. Sidewalks shall be installed when the streets are installed.



**SIGNAGE.** Signs of such location, type and size as shall be approved as part of the building permit process or by the Governing Body, giving due regard to the prevailing type, size and pattern of location utilized throughout the area. All signage shall comply with the applicable ordinances and zoning regulations of the City and be submitted in writing to the CITY for written approval.

Signs are to be maintained by the DEVELOPER indefinitely unless transferred to a Homeowner's Association or equal resolution approved by the CITY. Failure of the DEVELOPER to maintain such areas and property shall be grounds for the CITY to enforce this provision as a nuisance abatement action and charge all costs back to the DEVELOPER as set forth in K.S.A. 12-1617e.

**WATER:** The DEVELOPER shall petition the CITY to perform the engineering design, construction and inspection of transmission water lines minimum (8) inches in diameter, to the municipal water supply system of the City of Bel Aire, Kansas. Said water transmission lines shall be dedicated to and owned and maintained by the CITY. Lines shall be designed to loop. Said water transmission lines shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted to the CITY by the DEVELOPER or acquired prior to the construction project and dedicated by separate instrument. All Water User Fees and Hook Up Fees are subject to City Ordinances.

**BONDING CAPACITY.** Assurances are to be provided whenever the CITY has been furnished a financial guarantee (irrevocable letter of credit, corporate completion bond, cashier's check, escrow account or cash) on 35% of the estimated principal cost of the project (engineering design, construction, inspections, temp note interest and administration). The Letter of Credit (LOC) or bond will be in the form approved by the CITY and name the City of Bel Aire as beneficiary. The assurances will serve to protect the general taxpayers of Bel Aire from subsidizing the special assessment debt. The assurance shall be filed prior to any debt being issued by the CITY for any of the expenses mentioned above and be in the equal to 35% of these same costs. It is understood that this letter of credit shall be automatically renewed for additional 2-year periods unless the DEVELOPER notifies the CITY in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time the DEVELOPER may draw up to the full amount of the credit available at that time. Provided there are no delinquent taxes or special assessments owed by the DEVELOPER, the financial guarantee will be released upon request of the DEVELOPER when development (issuance of satisfactory framing by the City of Bel Aire) of 35 percent of the properties covered by the LOC, the CITY will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released the CITY shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments.

**MISCELLANEOUS:**

The DEVELOPER must make mail delivery provisions for each household with the U.S. Postal Services.

**MODIFICATION OF PLAT THROUGH REPLATTING PROCESS.** While it is intended by the parties that the development will proceed in compliance with this Agreement and the existing plat of ELK CREEK 3RD nothing herein shall be construed to prohibit modifications to the ELK CREEK 3RD development as a result of the formal replating process.

**RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER:** Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of streets, sewer, and water facilities for ELK CREEK 3RD or other projects or additions, including excavation, storm sewers and detention ponds, the costs for which shall be spread as special assessments against the addition on a square footage basis, but not for three (3) years, or until the year 2025.

The DEVELOPER agrees to assume responsibility to see that all original purchasers of lots in the Addition receive a copy of the Developer's Agreement and the Restrictive Covenant at the time of purchase.

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in ELK CREEK 3RD or any individual or entity who later becomes a DEVELOPER by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of this Development Agreement, and shall be liable for the payment of other costs and expenses payable by DEVELOPER hereunder which are incurred for improvements or facilities located on the lots or which are used or are available for the benefit of the lot or lots owned by the DEVELOPER.

Likewise, each DEVELOPER shall be responsible for the performance or compliance with other obligations or requirements contained herein which may be performed on the lot or lots owned by the DEVELOPER or which the DEVELOPER otherwise has the legal power and authority to perform. In the event any improvements or facilities are constructed on the lot or lot of a DEVELOPER not to serve the needs of that lot or lots, but rather to serve the needs of a lot or lots not owned by the DEVELOPER, the DEVELOPER shall have no liability or responsibility for the costs and expenses incurred in the construction or maintenance of those improvements or facilities.

Finally, in the event improvements or facilities are constructed and maintained to serve lots owned by more than one DEVELOPER or for the use of all DEVELOPERS, the costs and expenses for such construction and maintenance shall be paid by all DEVELOPERS whose lots are served by such improvements and facilities which costs and expenses shall be allocated to those DEVELOPERS whose lots are being served in the proportion that the number of square feet in the lots being served and respectively owned by them bears to the total square feet of all lots being served.

**RECORDING:** The DEVEOLPER shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds. A copy of this Agreement showing said recording

along with a copy of the recorded plat shall be furnished by the DEVELOPER to the general contractor before building permits are issued.

**BINDING:** The terms and conditions of this Agreement, as set forth herein, shall be binding upon the City and the DEVELOPER, their successors, representatives, trustees, and assigns.

**THIS AGREEMENT** is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
EMAD BARAKEH, Agent  
Barakeh Property, LLC

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

SEAL

ATTEST:

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

# ACKNOWLEDGEMENTS

STATE OF KANSAS                    )  
 SEDGWICK COUNTY                )       SS:

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, came Emad Barakeh, agent, Barakeh Property, LLC, Wichita, Kansas, who is known to me and who personally acknowledged execution of the forging Agreement as the Developer of ELK CREEK 3<sup>RD</sup>, Bel Aire, Sedgwick County, Kansas.

—

\_\_\_\_\_  
 NOTARY PUBLIC

My Appointment Expires: \_\_\_\_\_

STATE OF KANSAS                    )  
 SEDGWICK COUNTY                )       SS:

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, came Mr. Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the forgoing Agreement Concerning the Development of the ELK CREEK 3<sup>RD</sup>, Bel Aire, Sedgwick County, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. Jim Benage.

—

\_\_\_\_\_  
 NOTARY PUBLIC

My Appointment Expires: \_\_\_\_\_

**AGREEMENT  
CONCERNING THE DEVELOPMENT  
OF CHAPEL LANDING 6TH ADDITION, AN ADDITION  
TO BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between WOODLAWN 53, LLC., a Kansas Company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

**WHEREAS**, the DEVELOPER desires platting by the CITY of a tract of land more fully described below and herein referred to as CHAPEL LANDING 6th, Bel Aire, Sedgwick County, Kansas (hereinafter, CHAPEL LANDING 6th); and

**WHEREAS**, the CITY is willing to consider platting of said CHAPEL LANDING 6th;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the DEVELOPER and the CITY agree as follows:

**PURPOSE:** This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, approval of this Agreement is a condition precedent to final consideration by the CITY of the DEVELOPER'S request for approval of the final plat on a tract of land more fully described below and herein referred to as CHAPEL LANDING 6th.

Specifically, this agreement is to assure that necessary improvements are in place to support development of CHAPEL LANDING 6th. Therefore, the DEVELOPERS compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The DEVELOPER shall strictly observe and comply with the terms of this Agreement, all regulations, resolutions, policies, and ordinances of the CITY and Sedgwick County, and all statutes and laws of the State of Kansas and of the United States.

The development of CHAPEL LANDING 6th shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development, and may result in suspension or termination of such building permit. It is understood by the parties that the final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted by the DEVELOPER and approved by the CITY in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

**CHAPEL LANDING 6th LEGAL DESCRIPTION:** The tract of land herein referred to as CHAPEL LANDING 6th, Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

A replat of Lots 6 - 57, Block C; Lots 26 – 40, Block J; Lots 1 – 6, Block K; Lots 1 – 40, Block L; AND Reserves AA, J, I T and K, Chapel Landing, Bel Aire, Sedgwick County, Kansas.

**PERMITTED USE:** All lots are zoned R-4. Single-family units are intended for this development, but two-family units are allowed with no future notification or review process required.

**BUILDING SETBACKS:** The minimum building setbacks for residential lots shall be:

Front building setback – twenty five (25) feet  
 Street side building setback – fifteen (15) feet  
 Side yard building setback – Six (6) feet for primary structure  
 Rear building setback – twenty-five (25) feet

**CONSTRUCTION PERIOD REQUIREMENTS.** In addition to other requirements set forth within this agreement regarding property maintenance, the following requirements shall be met specifically during the period of time during which construction of CHAPEL LANDING 6th is being developed:

All lots covered by this Agreement shall be subject to the CITY'S storm water regulations. The Contractor shall install, and the DEVELOPER maintains the storm water protection devices established by the CITY and the master drainage / grading plan until such time the devices are no longer needed due to the adequate establishment of ground cover. All lots covered by this agreement shall be kept clean, shall not pond water, shall be mowed to a height not exceeding eight (8) inches, and shall comply with all applicable laws and regulations pertaining to erosion control.

All temporary construction units must be removed when building in the immediate vicinity is completed.

All temporary utility connections made to expedite the development must be removed immediately as utility services are provided; i.e. temporary above ground power supply.

Vehicle access to the tract of land herein referred to as the CHAPEL LANDING 6th shall be limited to the proposed street connections off 53<sup>rd</sup> Street as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in CHAPEL LANDING 6th shall be limited to vehicles under 20 tons. Construction traffic shall enter from 53<sup>rd</sup> Street. DEVELOPER shall be responsible for installation and removal of

any temporary roads during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorists and neighbors.

**DETENTION PONDS.** Any on-site detention ponds will be designed to control two, twenty-five year storm events and one, hundred year storm event. Additionally, the ponds will act as temporary sedimentation basins during construction but are limited to the amount of sediment allowed and DEVELOPER responsible for any dredging required.

Any on-site detention ponds and associated inflow and outflow systems to the property as well as the reserves, and ditches are to be maintained by the DEVELOPER indefinitely unless transferred to a homeowner's association or equal resolution approved by the CITY, excluding paving and utilities within dedicated rights of ways as indicated on plat documents. Failure of the DEVELOPER to maintain such areas and property as described shall be grounds for the CITY to enforce this provision as a nuisance abatement action and charge all costs back to the DEVELOPER as set forth in K.S.A. 12-1617e.

**DRAINAGE.** Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of CHAPEL LANDING 6th must be addressed as part of the platting process. The DEVELOPER shall prepare a storm drainage plan which shall address the various impacts of increased/modified drainage, meet CITY drainage specifications, and be approved by the City Engineer. Prior to approval of said proposed storm drainage plan, the City Engineer may impose modifications upon such proposed plan as Engineer deems necessary to insure the effectiveness of such plan. After approval by the City Engineer of said storm drainage plan, including any necessary modifications, the DEVELOPER shall install, or cause to be installed, the improvements pursuant to the drainage plan.

The DEVELOPER shall maintain a master drainage plan throughout the development stage for each parcel, by providing grass and installing landscape to ensure the reduced yard requirements have no consequence to the drainage of the property.

**DRAINAGE PLAN.** The DEVELOPER must provide a maintenance plan within the HOA Covenant document that will provide adequate provisions to protect the master drainage plan engineered design as such was approved by the CITY. The Maintenance Plan will include but not limited to: how to initiate the maintenance process for the drainage plan, how to inspect, what to inspect, when to inspect, how to correct drainage problems that are discovered, the appropriate records to be maintained and designating the party responsible for maintaining such records. The CITY may request a copy of the inspection report to monitor compliance on a biannual basis. Failure of the HOA to maintain such records or provide such records to the CITY in a timely manner, shall be grounds for the CITY, or the CITY'S designee, to conduct an inspection and charge the costs associated with such inspection back to the HOA

**ELECTRIC:** All electric lines shall be installed underground and paid for by the



DEVELOPER.

**EROSION AND SEDIMENT CONTROL.** The DEVELOPER must follow all National Pollution Discharge Elimination System (NPDES) Kansas Department of Health and Environment (KDHE) and City of Bel Aire Standards for erosion and sediment control on site.

**FENCING & SCREENING:** Fencing and screening methods and materials shall blend in with the architectural design of the buildings and to reasonably hide the materials, trash and recycling containers from ground view, and all fencing and screening methods and materials must be pre-approved in writing by the CITY. Vinyl coated chain link fencing materials and other similar fencing materials may be allowed if such materials blend in with the architectural design elements of the building and adjacent sites. Any plans for outside storage facilities shall comply with the applicable ordinances and zoning regulations of the CITY and be submitted in writing to the CITY for prior approval. No barbed wire is allowed.

**FIRE HYDRANTS:** All fire hydrants shall be of a type and quality specified by CITY standards, but not less than the minimum standards of the National Board of Fire Underwriters and shall be provided and connected to the CITY'S municipal water supply system. Such hydrants shall be subject to the inspection and approval of the applicable Fire Chief.

**FOUNDATION CERTIFICATIONS.** Foundation Certifications will be required on each foundation after construction. Minimum low opening certifications will be required on all lots with minimum pads indicated on the face of the plat.

**HOMEOWNERS' ASSOCIATION.** DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, drainage systems, detention ponds and construction areas associated with CHAPEL LANDING 6th. Any land dedicated to or owned by a municipal authority shall be exempt from any and all assessments including those assessed by Homeowners Association Covenants. Land within this plat owned by such a municipal organization exempt from taxation by the laws of the State of Kansas, shall not be subject to any non-taxing authority assessments throughout the duration of such ownership.

**INFRASTRUCTURE PETITION AND INSTALLATION:** The development of CHAPEL LANDING 6th is being accomplished by virtue of a single-phase process. Representatives of the parties shall formally meet and review the existing and proposed phases of development as well as the requirements of this agreement, prior to the submission of petitions for infrastructure improvements for each phase of development.

Installation of all improvements shall be in compliance with requirements of all applicable federal, state, and local legislation, including the Americans with Disabilities Act. All electric power, streetlights and telephone service shall be installed underground. The CITY shall perform the engineering design, construction and inspection of water mains, sanitary sewer

mains, storm water systems and paving necessary for the platting and development of the tract of land herein referred to as the CHAPEL LANDING 6th, Bel Aire, Sedgwick County, Kansas which said improvements shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. The DEVELOPER shall reimburse the CITY for the actual costs of the engineering design, construction, and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the CHAPEL LANDING 6th unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

The DEVELOPER shall dedicate necessary public right-of-ways and easements and install, or cause to be installed, all improvements necessary for the platting and development of the tract of land herein referred to as the CHAPEL LANDING 6th. Said improvements include, but are not limited to streets, curb, gutter, street signs, storm water system, sidewalks, water distribution system, sanitary sewer lines, corner pins, driveways and utilities. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction. The DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government.

Whenever existing sanitary sewer, storm water, water lines, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipe lines or transmission lines are required to be installed, lowered, encased, modified or relocated due to the subdivision or construction improvements required, and in the event it was not known at time of platting approval, the DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction.

**LANDSCAPING & SCREENING:** The “Landscape Plan” that was previously submitted for CHAPEL LANDING 2<sup>ND</sup> shall govern for CHAPEL LANDING 6th. The “Landscaping Plan” shows contours, utilities, size and spread at planting, any type of ground cover, shrubs, and coordinate with the Drainage Plan and Site Plan for the project.

Planting of interior trees shall meet the CITY’S street tree requirements. Any areas outside of the general boundaries of each development phase shall be planted to appropriate turf or ground cover adequate to prevent undue soil erosion and shall be maintained in accordance with applicable CITY ordinances. Within all detailed landscape plans, ground mounted mechanical equipment and trash receptacles shall be screened from ground level view. Plantings shall take place within 6 months of the certificate of occupancy being granted.

**TIMEFRAME FOR COMPLETING LANDSCAPING:** All required landscaping materials

shall be in place prior to the time of issuance of a final Certificate of Occupancy. In periods of adverse weather conditions or construction, a temporary Certificate of Occupancy may be issued, subject to the posting of a cash escrow or irrevocable letter of credit in an amount equal to one and one-half (1 ½) times the estimated cost of the landscaping, with said estimated cost to be certified by a landscaping provider. A contract letter or bill of sale from a landscape company or garden center for the required landscape materials would be accepted in lieu of credit escrow or irrevocable letter of credit. The cash escrow or irrevocable letter of credit may be forfeited if the landscaping is not completed within the next growing season after the issuance of the temporary Certificate of Occupancy. Forfeiture of any cash escrow or irrevocable letter of credit shall not relieve the owner of the responsibility to complete the required landscaping.

**LIGHTING:** A Street and parking lighting plan shall be submitted to the CITY for approval and comply with the City zoning ordinance. Outdoor lighting sources shall employ cutoff luminaires to minimize light trespass and glare. Wood poles will not be allowed.

**MAINTENANCE:** DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, Central Park Avenue right-of-way and construction outside boundaries of CHAPEL LANDING 6th.

**PERMITS.** No construction shall commence on any portion of the tract of land herein referred to as CHAPEL LANDING 6th without the DEVELOPER having first obtained the proper building and zoning permits from the CITY.

The development of CHAPEL LANDING 6th shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development. The final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted and approved in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

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All driveways shall be per CITY ordinance.

Vehicle access to the tract of land herein referred to as the CHAPEL LANDING 6th shall be limited to the proposed street connections at 53<sup>rd</sup> Street as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in CHAPEL LANDING 6th shall be limited to vehicles under 20 tons.

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In general, sidewalks shall be constructed with the outside edge of the sidewalk as close as practical to the property line, subject to the discretion of the engineer designated by the CITY. The Sidewalk along shall be 5 feet wide (6" thick). Sidewalks shall be installed per the sidewalk plan approved by the CITY with curb ramps for road crossings. Sidewalks shall be installed when the streets are installed.

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Signs are to be maintained by the DEVELOPER indefinitely unless transferred to a homeowner's association or equal resolution approved by the CITY. Failure of the DEVELOPER to maintain such areas and property shall be grounds for the CITY to enforce this provision as a nuisance abatement action and charge all costs back to the DEVELOPER as set forth in K.S.A. 12-1617e.

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**BONDING CAPACITY.** Assurances are to be provided whenever the CITY has been furnished a financial guarantee (irrevocable letter of credit, corporate completion bond, cashier's check, escrow account or cash) on 35% of the estimated principal cost of the project (engineering design, construction, inspections, temp note interest and administration). The Letter of Credit

(LOC) or bond will be in the form approved by the CITY and name the City of Bel Aire as beneficiary. The assurance will serve to protect the general taxpayers of Bel Aire from subsidizing the special assessment debt. The assurance shall be filed prior to any debt being issued by the CITY for any of the expenses mentioned above and be in the equal to 35% of these same costs. It is understood that this letter of credit shall be automatically renewed for additional 2-year periods unless the DEVELOPER notifies the CITY in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time the DEVELOPER may draw up to the full amount of the credit available at that time. Provided there are no delinquent taxes or special assessments owed by the DEVELOPER, the financial guarantee will be released upon request of the DEVELOPER when development (issuance of satisfactory framing by the City of Bel Aire) of 35 percent of the properties covered by the LOC, the CITY will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released the CITY shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments.

**MISCELLANEOUS:**

The DEVELOPER must make mail delivery provisions for each household with the U.S. Postal Services.

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**RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER:** Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of streets, sewer, and water facilities for CHAPEL LANDING 6th or other projects or additions, including excavation, storm sewers and detention ponds, the costs for which shall be spread as special assessments against the addition on a square footage basis, but not for three (3) years, or until the year 2025.

The DEVELOPER agrees to assume responsibility to see that all original purchasers of lots in the Addition receive a copy of the Developer's Agreement and the Restrictive Covenant at the time of purchase.

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in CHAPEL LANDING 6th or any individual or entity who later becomes a DEVELOPER by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of this Development Agreement, and shall be liable for the payment of other costs and expenses payable by DEVELOPER hereunder which are incurred for improvements or facilities located on the lots or which are used or are available for the benefit of the lot or lots owned by the DEVELOPER.

Likewise, each DEVELOPER shall be responsible for the performance or compliance with other obligations or requirements contained herein which may be performed on the lot or

lots owned by the DEVELOPER or which the DEVELOPER otherwise has the legal power and authority to perform. In the event any improvements or facilities are constructed on the lot or lot of a DEVELOPER not to serve the needs of that lot or lots, but rather to serve the needs of a lot or lots not owned by the DEVELOPER, the DEVELOPER shall have no liability or responsibility for the costs and expenses incurred in the construction or maintenance of those improvements or facilities.

Finally, in the event improvements or facilities are constructed and maintained to serve lots owned by more than one DEVELOPER or for the use of all DEVELOPERS, the costs and expenses for such construction and maintenance shall be paid by all DEVELOPERS whose lots are served by such improvements and facilities which costs and expenses shall be allocated to those DEVELOPERS whose lots are being served in the proportion that the number of square feet in the lots being served and respectively owned by them bears to the total square feet of all lots being served.

**RECORDING:** The DEVELOPER shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished by the DEVELOPER to the general contractor before building permits are issued.

**BINDING:** The terms and conditions of this Agreement, as set forth herein, shall be binding upon the City and the DEVELOPER, their successors, representatives, trustees, and assigns.

**THIS AGREEMENT** is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
RANDEL M. HARDER, PRESIDENT  
CHAPEL LANDING 6th ADDITION,  
Bel Aire, Sedgwick County, Kansas

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

SEAL

ATTEST:

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

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, came Randel M. Harder, who is known to me and who personally acknowledged execution of the forging Agreement as the Developer of CHAPEL LANDING 6th, Bel Aire, Sedgwick County, Kansas.

\_\_\_\_\_  
NOTARY PUBLIC

My Appointment Expires:\_\_\_\_\_

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, came Mr. Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the forgoing Agreement Concerning the Development of CHAPEL LANDING 6th, Bel Aire, Sedgwick County, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. Jim Benage.

\_\_\_\_\_  
NOTARY PUBLIC

My Appointment Expires:\_\_\_\_\_



City of Bel Aire, Kansas

## STAFF REPORT

DATE: August 31, 2022

TO: City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 2022 Street Repair Construction Observation

---



### BACKGROUND:

PEC has been assisting the City with preparing plans for the 2022 Street Repair project. Due to current workload, City staff does not have the time to dedicate to observing the construction of these street repairs.

### DISCUSSION:

Since PEC assisted the City with the plans for the 2022 Street Repair Project, PEC was asked to prepare an agreement for construction observation services. The construction observation will be performed on a part-time basis with observation occurring as a spot check of construction for quality and conformance with City Standard Specifications. This type of construction observation is typical on a project of this scope. PEC will also perform construction administration services, which includes reviewing pay requests and submittals and assisting in answering any questions that arise throughout the construction process.

PEC's fees for construction administration and construction observation for the budgeted \$1.4m project is \$62,500 on an hourly, not to exceed basis. This is less than 5% of the construction cost, which is reasonable for this type of work.

FINANCIAL CONSIDERATIONS: PEC's fees for construction administration and construction observation for the budgeted \$1.4m project is \$62,500 on an hourly, not to exceed basis. This is less than 5% of the construction cost, which is reasonable for this type of work.

POLICY DECISION: In order to ensure proper compliance with bid specifications and work outlined in the project scope, the City believes inspections are needed throughout the project. The City does not have the staff needed to properly inspect the projects and therefore contracts this work with engineering firms. City staff worked with PEC to provide a cost for this work since they assisted us with the design and bidding of the project. Council's decision is whether to continue having such projects inspected and whether to accept PEC's price.

RECOMMENDATION: Staff recommends that Council approve the contract with PEC for construction administration and observation services.



August 30, 2022

Anne Stephens  
Public Works Director/City Engineer  
City of Bel Aire  
7651 E. Central Park Avenue  
Bel Aire, Kansas 67226

Reference: AGREEMENT for Bel Aire 2022 Street Maintenance Construction Phase  
Bel Aire, Kansas  
PEC Project No. 31-210641-004-2564

Dear Ms. Anne Stephens:

Professional Engineering Consultants, P.A. ("PEC") is pleased to provide professional services to the City of Bel Aire ("Client") in connection with the referenced Project, and in accordance with this letter agreement ("Agreement"). The services to be performed by PEC ("the Services") are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

**Performance.** PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

**Client Responsibilities.** To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

**Payment.** Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

**Work Product.** PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

**Insurance.** PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

**Supplemental Agreements.** Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

**Differing, Concealed, or Unknown Conditions.** If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

**Fast-Track, Phased or Accelerated Schedule.** Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

**Force Majeure.** PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

**Construction Means; Safety.** PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

**Cost Estimates.** Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

**Environmental Hazards.** Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

**Betterment.** PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**Dispute Resolution.** The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

**Jurisdiction; Venue; Governing Law.** To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

**Indemnity.** To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

**Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

**Assignment.** Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

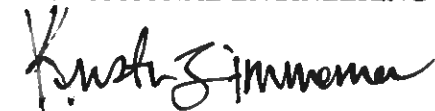
**Entire Agreement.** This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

**Severability.** If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Kristen Zimmerman, AICP  
Community and Regional Planner

BMM:mmm

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

  
By: \_\_\_\_\_, Signatory

Printed Name: Benjamin M. Mabry, P. E.

Title: Principal / Municipal Transportation Division Manager

Date: August 30, 2022

ACCEPTED:

CITY OF BEL AIRE

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

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

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

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

## EXHIBIT A

### A. Project Description:

1. Provide Construction Phase Services (Construction Administration and Construction Inspection Services) for the street maintenance 2022 project located in Bel Aire, Kansas and hereinafter referred to as PROJECT.

### B. Anticipated Project Schedule:

1. PEC shall commence its services on the Project within fourteen (14) days after receiving CLIENT's notice to proceed.
2. Construction duration is anticipated to be 36 weeks; PEC anticipates the notice to proceed for construction to be issued approximately October 21, 2022 and for the PROJECT to be complete by June 30, 2023. The inspection services fee will be based on 36 weeks.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.
4. CLIENT acknowledges that PEC cannot inspect PROJECT for compliance of specifications and intent of the design for work being installed when resident project representative is not on site.

### C. Scope of Services:

1. Construction Administration Services:

During the construction phase PEC shall provide construction administration services for the PROJECT, when requested by the CLIENT. The scope of services will be as follows:

- a) Attend and assist in facilitating the preconstruction conference.
- b) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
- c) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
- d) Make a maximum of five (5) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
- e) Consult with the inspector regarding interpretations or clarifications of the plans and specifications.
- f) Provide decisions in accordance with the contract documents on questions regarding the PROJECT.
- g) Review materials test reports as submitted by the City Inspector.
- h) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- i) Conduct a final on-site PROJECT review.
- j) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.

2. Construction Inspection Services:

- a) PEC will provide construction inspection services as noted in this agreement and shall apply to all services provided throughout the construction of the PROJECT on a part time / spot check basis unless a separate agreement for additional services is executed.
- b) Provide a resident project representative (RPR) to perform construction inspection and documentation. The RPR will spot check the construction activities to determine general compliance with the intent of the design; and provide a brief weekly summary report noting the spot check inspections completed through the week.

D. **Additional Services:**

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

- 1. Field Survey Services.
- 2. Production of record drawings, as-builts, or release of electronic files.
- 3. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
- 4. Attendance at public meetings.
- 5. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
- 6. Alternate designs not specifically listed in the Scope of Services.
- 7. Construction Testing and Construction Staking.

E. **Exclusions:**

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

- 1. Additional services not included in the above scope of services.
- 2. Entrance into a permit-required or non-permit required Confined Space.
- 3. Environmental site assessments.
- 4. Observation of contractor activities other than on a spot check inspection basis between 7:00AM and 6:00PM Monday through Friday.
- 5. Work on Saturdays, Sundays and City holidays. If the contractor is granted permission to work on these days, staff may be available for observation but this work or any work beyond the spot check inspections described above is eligible to be considered additional services reimbursed at 1.5 times the PEC Standard Rates.



**F. PEC's Fees & Reimbursable Expenses:**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a standard hourly basis, at the rates established on the attached Rate Schedule, estimated as outlined below, plus Reimbursable Expenses.

<b>Services</b>	<b>Fees</b>
Construction Administration Services	\$ 7,500.00
Construction Inspection Services	\$ 55,000.00
<b>TOTAL</b>	<b>\$ 62,500.00</b>

3. The Construction Inspection Services Fee is based on the anticipated construction duration of thirty-six (36) weeks that will be provided for the contractor to reach completion for the PROJECT. Inspection time will be on a part time / spot check basis and is anticipated on Monday through Friday for ten (10) regular hours per week.
4. If more than 36 weeks elapse from the Construction Notice to Proceed to completion of the PROJECT, then a supplemental agreement shall be negotiated and executed for any additional work, and PEC will be reimbursed at the current PEC Standard Hourly Rates for any additional inspection hours.
5. Though not anticipated, any labor more than 8 hours per day Monday through Friday, shall be reimbursed at 1.5 times the Standard Rate for the Construction Observer (including any time worked on Saturdays).
6. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

City of Bel Aire, Kansas

## STAFF REPORT

DATE: August 31, 2022

TO: City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Water and Sewer Master Plans



### BACKGROUND:

The City is experiencing record growth and need planning assistance to ensure that we have water and sanitary sewer services available to serve the entire corporate limits as well as areas of potential growth beyond our corporate limits.

### DISCUSSION:

In the past two years, we have added, or in the process of adding 22 different developments. Having a good master plan is imperative so we can ensure that we are able to serve all of our new developments without duplicating efforts. Staff created an RFP for the water and sanitary sewer master plans and sent it to four firms. The goal of the master planning effort is two-fold. First, we need to understand the current capacities and capabilities of our current infrastructure. What are the extents of our current service area? What types of flows and water pressures are we able to provide at the extents of our system? Secondly, we need to understand what improvements we will need in order to fully serve all potential customers. Three firms responded with proposals.

PEC	\$134,000.00
Garver	\$211,117.00
Burns & McDonnell	\$236,700.00

Staff have reviewed all three proposals and feel that all three will provide what we are looking for. The proposals from Burns and McDonnell and Garver appear to provide a more in-depth analysis of the overall system. PEC will still be able to provide the information we need, but with less specific details.

FINANCIAL CONSIDERATIONS: The cost of the project will be paid for out of our water and sewer funds.

POLICY DECISION: To ensure that water and sanitary sewer services are able to be provided to all potential customers, a Master Plan for both the water and sanitary sewer utility are needed. The City does not have the available staff or equipment needed to properly produce master plans of this type. As requested by the Governing Body, staff solicited proposals from four firms, only three of which responded. Council's decision is whether they would like to pursue the master plan for the water and sanitary sewer systems and which firm to select.

RECOMENDATION: In reviewing all three proposals with the Public Works staff, we feel that the PEC proposal would provide adequate detail for us to accomplish the stated goals of understanding the current capacities and capabilities of our current infrastructure and understanding what improvements to both the water and sewer system will need to be made to provide water and sewer service to all potential customers.



August 24, 2022

Anne Stephens, PE  
City Engineer  
City of Bel Aire  
7651 E. Central Park Avenue  
Bel Aire, Kansas 67226

Reference: AGREEMENT for 2022 Bel Aire Water Distribution System and Sanitary Sewer  
Collection Master Plans  
Bel Aire, Kansas  
PEC Project No. 35-220925-000-2564

Dear Ms. Stephens:

Professional Engineering Consultants, P.A. ("PEC") is pleased to provide professional services to City of Bel Aire ("Client") in connection with the referenced Project, and in accordance with this letter agreement ("Agreement"). The services to be performed by PEC ("the Services") are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

**Performance.** PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

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Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

**Fast-Track, Phased or Accelerated Schedule.** Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

**Force Majeure.** PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

**Construction Means; Safety.** PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

**Cost Estimates.** Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

**Environmental Hazards.** Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

**Betterment.** PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**Dispute Resolution.** The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

**Jurisdiction; Venue; Governing Law.** To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

**Indemnity.** To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

**Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

**Assignment.** Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

**Entire Agreement.** This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Anne Stephens, PE  
City of Bel Aire  
2022 Bel Aire Water and Sewer Master Plan  
August 1, 2022  
Page 5

**Severability.** If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Ryan W. Glessner, PE  
Municipal Division Project Manager

TBK:apg

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

  
By: \_\_\_\_\_, Signatory

Printed Name: Michael D. Kelsey, PE

Title: Principal / Municipal Division Manager

Date: 8/24/2022

ACCEPTED:

CITY OF BEL AIRE

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

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

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

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

## EXHIBIT A

### A. Project Description:

1. The Project shall consist of preparing Water Distribution System and Sanitary Sewer Collection System Master Plans (Master Plans). The planning period for the Master Plans shall be 20 years.

### B. Anticipated Project Schedule:

1. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that the draft Master Plans will be completed within 180 days after receiving Notice to Proceed. A detailed schedule will be determined with the CLIENT during the project kickoff meeting.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### C. Project Deliverables:

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
  - a) Draft Master Plans Reports.
  - b) Final Master Plans Reports.

### D. Scope of Services:

1. Project Management:
  - a) Prepare an information request and coordinate information needs and confirm assumptions as required to complete project tasks.
  - b) Conduct project kick-off meeting.
  - c) Conduct a maximum of three project progress meetings and two report review meetings with City Staff.
  - d) Prepare meeting agendas and distribute meeting minutes to all attendees.
2. Report Preparation and Presentation:
  - a) Produce draft reports for City review and comment. Address CLIENT's comments for final reports.
  - b) Preparation of final report to include a discussion of data collected and field observations, analysis of the existing and future service areas, recommended improvements, cost estimates, and maps showing the general location of current and recommended system infrastructure.
  - c) Presentation of the master planning process, findings, and recommendations at one City Council meeting upon request.



## **Water Master Plan Design Services**

### 1. Data Collection:

- a) Obtain mapping of the existing distribution system from the City and conduct interviews as needed with key staff familiar with the distribution system.
- b) Collect water use data including average day use, peak daily use, peak hourly use, and usage information for large water consumers from City staff.
- c) Obtain design and operations information pertaining to distribution supply connections, system pumps, storage facilities, and system controls from the City.
- d) Review existing studies, master plans, and comprehensive plans to be provided by the City.
- e) Perform fire hydrant flow testing to collect system flow and pressure data. The ENGINEER will establish eight (8) field test locations with City input, provide flow testing equipment, perform field testing, and evaluate results. The City shall provide staff to operate valves and inform residents of testing operations prior to and during testing as necessary. ENGINEER plans to provide 2 people to perform flow testing.

### 2. Projecting Population and Water Demands (20-Year Planning Period):

- a) Utilizing existing plans and City input, define the water distribution system service area.
- b) Evaluate existing land use and population projections for the City. Projections will be established for any neighboring entities/growth areas that are to be included in the defined service area.
- c) Determine potential growth areas and projected future service areas.
- d) Develop a base map that illustrates the existing service area and identifies the projected future service areas.
- e) Review existing water demand data for the defined service area and determine appropriate residential flows per capita, and commercial/industrial unit flow data to be used for evaluation. Review the top water users and include analysis of their existing and future use.

### 3. Dynamic Modeling and Evaluation:

- a) Develop a hydraulic model of the existing distribution system. The model shall include:
  - i. A network of model segments consisting of waterlines 4-inches and larger. Additional lines shall only be included as needed to prepare a functioning model.
  - ii. Supply connections, water storage facilities, pump data, valves, fire hydrants, and system controls.
  - iii. Existing and projected system demands.
- b) Utilize the field-collected fire hydrant testing data and other system information to calibrate the model within reasonable accuracy of the existing system's actual performance.

- c) Utilize the water model to analyze the system pressures, pipe velocities, operation, and available fire flows, under current and projected average day, maximum day, and peak hour demands. The model will be evaluated using both steady state and extended period simulations.
  - d) Evaluate fire hydrant coverage in the system.
  - e) Perform a system storage analysis on the system to determine the recommended volume of storage for current and projected conditions.
  - f) Evaluate the available pumping capacity's ability to meet current and projected demands.
  - g) Identify current system deficiencies and future deficiencies based on the projected demands.
4. Distribution System Improvement Alternatives:
- a) Identify alternatives to address deficiencies and provide water distribution service to areas within the defined service area.
  - b) Alternatives will be developed to a planning level which will indicate general locations and sizes of major water lines, booster pump stations and/or storage requirements. Considerations will be based on cost effectiveness and feasibility of construction.
  - c) Recommended improvement alternatives will be added to the model to evaluate impact to the system.
  - d) The alternatives will be presented to the CLIENT. Information will be revised and refined to incorporate CLIENT's input.
5. Establish Recommended Improvements Program with Estimated Costs:
- a) Determine estimated total project costs for all recommended improvements.
  - b) Determine priority of the recommended improvements based on need, feasibility of construction, capital costs, and maintenance costs.

#### **Sanitary Sewer Master Plan Design Services**

- 1. Obtain mapping of the existing collection system from the City and conduct interviews as needed with key staff familiar with the collection system.
- 2. Collect wastewater flow data of the existing meters including average day use, peak daily use, peak hourly use (if available) from City staff.
- 3. Obtain design and operations information pertaining to lift station pumps from the City.
- 4. Review existing studies, master plans, and comprehensive plans to be provided by the City.
- 5. Collection System Flow Monitoring:
  - a) Flow activities will focus on the interceptor sewers. The base flow monitoring task comprises a period of thirty (30) days.
    - i. Flow Meter Site Assessment/Installation:
      - 1) ENGINEER shall install up to six (6) flow monitors at agreed upon locations for up to thirty (30) days.
      - 2) A site assessment of potential flow monitoring sites will be made to determine, in general, the most suitable flow monitoring locations based on the following conditions:

- 3) Suitability for Accurate Metering – The accuracy of open channel flow metering will depend on numerous variables that should be controlled as much as possible. For this reason, reconnaissance inspections will be performed to identify the best sites for metering and to minimize such error-causing factors as changes in pipe alignment and size, interruption of channel flow by side inlets and turbulence cause by uneven channels.
  - ii. Safety – It is equally important that the proposed sites conform to ENGINEER’s requirements for safe operating conditions. If the site falls outside of these requirements, alternate sites that are suitable based on safety requirements will be selected upon further consultation with the CITY.
  - iii. ENGINEER will complete site assessment forms for each flow monitoring location. The ENGINEER will provide six (6) electronic depth/velocity flow monitors (ISCO 2150). These units will be installed, and the site calibrated for the 30-day monitoring period.
  - iv. The flow monitors shall be maintained by ENGINEER on a bi-weekly basis. Bi-weekly maintenance shall include the upload of all flow data, meter calibration (as-needed), and other diagnostic checks. Flow monitors shall remain in place for an initial continuous 30-day base period. ENGINEER shall remove all monitors at the conclusion of the monitoring period.
6. Flow Data Analysis:
  - a) The flow data collected will require processing for use in the hydraulic model. Principal components of wastewater system flows will be deconstructed from the flow meter hydrographs in the following general manner:
    - i. Provide an analysis of flow metering data to estimate average dry weather flow, peak dry weather flow and peak wet weather flow.
7. Projecting Population and Sewer Flows (20-Year Planning Period):
  - a) Utilizing existing plans and City input, define the sewer collection system service area.
  - b) Evaluate existing land use and population projections for the City. Projections will be established for any neighboring entities/growth areas that are to be included in the defined service area.
  - c) Determine potential growth areas and projected future service areas.
  - d) Develop a base map that illustrates the existing service area and identifies the projected future service areas.
  - e) Review existing sewer flow data for the defined service area and determine appropriate flows per capita to be used for evaluation. Typical design flow rates as defined by the Kansas Department of Health and Environment (KDHE) will be also be considered in the evaluation of projected flows.

8. Dynamic Modeling:
  - a) Perform field data collection to obtain manhole top elevations and flowlines for all manholes and pipes 10-inch larger that will be utilized in the hydraulic model. Elevation data will be obtained using a GPS unit and laser measurer.
  - b) Development of a hydraulic model using hydraulic modeling software. The hydraulic model will incorporate all manholes and pipes 10-inch and larger.
    - i. Hydrologic loading areas and population characteristics will be developed from existing and future land use and population data and input into the hydraulic model.
    - ii. A model schematic showing the relationship of flow meter areas will be prepared.
  - c) Calibrate the utilizing the flow data collected from meter data and from flow monitoring.
9. System Analysis:
  - a) Use the calibrated model to estimate existing and projected flows conveyed by the system. Identify issues, including, but not limited to, flow constrictions, surcharging, and overflows in the system.
  - b) Evaluated lift station pumping capacities as compared to existing and projected flows.
10. Collection System Improvement Alternatives:
  - a) Identify alternatives to address deficiencies and provide sewer collection to areas within the defined service area.
  - b) Alternatives will be developed to a planning level which will indicate general locations and sizes of sewer interceptors and lift stations. Considerations will be based on cost effectiveness and feasibility of construction.
11. Establish Recommended Improvements Program with Estimated Costs:
  - a) Determine estimated total project costs for all recommended improvements.
  - b) Determine recommended improvements based on need, feasibility of construction, capital costs, and maintenance costs.

**E. Additional Responsibilities of CLIENT:**

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

1. Provide documents, sampling reports, treatment system drawings and operational data, and other system information as requested and available in a timely manner.
2. Provide access to system components upon ENGINEER's request.
3. Review submitted reports and documents in a timely manner.

**F. Additional Services:**

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

1. Additional Fire Hydrant Flow Testing Locations.
2. Additional locations or additional time of sanitary sewer flow monitoring.
3. Design or assistance with implementation of any recommended improvements.
4. Evaluation of wastewater discharge and/or treatment.
5. Field survey or geotechnical investigations.
6. Evaluation of water supply.
7. Reviewing potential project funding sources for the recommended improvements.

**G. Exclusions:**

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

1. Distribution system water quality evaluation including compliance with regulatory requirements associated with lead and copper, disinfection byproducts, or the Total Coliform Rule.
2. Water quality sampling or testing.

**H. PEC's Fees:**

1. PEC's Fee for its Scope of Services will be on a lump sum basis in the cumulative amount shown in the table below:

<b>Scope Item</b>	<b>Fee</b>
Water Distribution System Master Plan	\$38,500.00
Sanitary Sewer Master Plan	\$45,000.00
Sewer Flow Monitoring	\$25,500.00
Elevation Data Collection	\$25,000.00
Sewer Total	\$95,500.00
<b>Total</b>	<b>\$134,000.00</b>
Additional Hydrant Flow Test (Per Location, if authorized)	\$500.00
Additional Sewer Flow Monitoring for 30 Days (Per Location, if authorized)	\$4,800.00

2. Additional on-call work will be performed per PEC's standard hourly fee schedule.
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.



1995 Midfield Road  
Wichita, KS 67209

TEL 316.264.8008

[www.GarverUSA.com](http://www.GarverUSA.com)

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

Dear Ms. Stephens,

Having grown up in Bel Aire, I understand the substantial amount of growth that Bel Aire has experienced in the last 30 to 40 years, and the potential growth the City can achieve over the next 20 years. To properly plan for that growth, Bel Aire first needs to accurately evaluate your existing water distribution and sanitary sewer collection system to understand where needs currently exist in your system. This will involve verifying existing known issues such as low water pressure near Bristol Hollows, elevation concerns in the eastern areas of the City, or identifying issues that have yet to be uncovered. Understanding and addressing existing conditions is a critical foundation for planning improvements to serve the next 20 years of growth.

Garver has the resources and dedicated team of modelers that will help you set this foundation by building a thorough and thoughtful model of your systems, focusing on the data and inputs that matter. If critical pieces of information are missing or incomplete, we will advise you accordingly on the best path forward. We are confident that **the enclosed scope of services gives you not only what you requested, but also what you need** to establish that foundation. As an example, we propose flow metering of the sanitary sewers you requested, but also metering of the rainfall concurrent with the sanitary sewer flows. Sanitary sewer system flows are greatly impacted by rainfall dependent inflow and infiltration (RDII), therefore, we need to understand and correlate those observed flows with rainfall intensities to understand what data we are really getting and how much of a peak flow we should plan for. So, we ask that you not only evaluate the cost but also the scope of our proposal. We are always happy to discuss the proposed scope to better fit your needs.

Once we get the existing conditions established and calibrated, we will then identify recommended improvements to improve current issues. Then we will identify trigger points for additional future improvements. While it is common in our industry to correlate these points to a given year, they are really based on a certain flow rate for the sanitary sewer, or flow rate and pressure for the water system. We will help you understand those trigger points so as Bel Aire grows you will know what is needed to keep infrastructure serving your citizens at a high level.

At the conclusion of this project, we will continue to serve as your most trusted advisor. We will not simply walk away and leave you with a model that sits on a virtual shelf, but we will be there to help answer questions as needed and to run and update models as the city grows and as plans change. We will also be willing to present this project in a public setting to elected officials, so they understand the importance and outcome of this effort.

If you have any questions or need clarification, I ask that you please call me at 316-833-6060 or email me at [mtdolechek@garverusa.com](mailto:mtdolechek@garverusa.com).

Sincerely,

Mark T. Dolechek, PE  
Kansas Water Business Team Leader



**Agreement  
For  
Professional Services  
For  
Water Distribution System and Sanitary  
Sewer Collection System Master Plans  
  
City of Bel Aire, Kansas**



**Project No. 22W34240**



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**THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”)** is made as of the Effective Date by and between the **City of Bel Aire, Kansas** (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.

## RECITALS

**WHEREAS**, Owner intends to review the current water distribution system and sanitary sewer collection system to determine the extent of current service and review what is required to provide all areas within the current City limits and potential growth areas with water and sewer service in the form of a Master Plant for both water and sanitary sewer (the “**Project**”).

**WHEREAS**, Garver will provide professional Services related to the Project as further described herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

### 2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the 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. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



### 3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

### 4. AMENDMENTS

- 4.1. 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"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. 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.

### 5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in Exhibit A.
- 5.1.2. 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.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

## 6. GENERAL REQUIREMENTS

### 6.1. Standards of Performance.

6.1.1. Industry Practice. 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. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. 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 construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

## 6.2. Instruments of Service.

6.2.1. Deliverables. 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.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. 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. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.



### 6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

### 6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. 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 6.7 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. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

## 7. INSURANCE

### 7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver’s General Liability policy to the extent of Garver’s indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

## 8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

## 9. INDEMNIFICATION / WAIVERS

### 9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner’s Personnel harmless from 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.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver’s subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of





Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

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

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. 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.

9.2.3. 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 one hundred percent (100%) of Garver's fee set forth in Exhibit B or an amount equal to the amount of compensation actually received by Garver from Owner.

9.2.4. 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.

9.2.5. The limitations set forth in Section 9.2 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.

## 10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party



refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

- 10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.
- 10.1.3. The site of the arbitration shall be Bel Aire, Kansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.1. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.





## 11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

## 12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Kansas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. 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.
- 12.5. 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.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability



of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

### 13. EXHIBITS

13.1. 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
- Exhibit D – Form of Amendment

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, acknowledges 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.



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

**City of Bel Aire, Kansas**

**Garver, LLC**

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

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

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

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

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

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

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

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

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

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



## EXHIBIT A (SCOPE OF SERVICES)

- 1.1 Project Management – Garver shall complete the following services related to Project Management:
  - 1.1.1 Conduct a project kickoff meeting to verify and establish project goals, design standards, review project scope and schedule, and verify available information.
  - 1.1.2 Collect and review information relating to the Public Water Supply System and Public Sanitary Sewer Collection System.
  - 1.1.3 Identify level of service goals for the water distribution system and sanitary sewer collection system.
  - 1.1.4 Prepare monthly reporting and invoices.
  - 1.1.5 Preparation of a Garver internal project management plan.
  - 1.1.6 Conduct up to 3 progress meetings during the project with City Staff. Meetings will be a hybrid of in-person and virtual participation (Via Microsoft Teams or another platform agreeable to all parties).
  - 1.1.7 Presentation providing an overview of master plan findings to elected officials. One meeting is included.
  
- 1.2 Baseline Development – Garver shall complete the following services related to assessment of historical and projection of future development, water demands, and sanitary sewer flows:
  - 1.2.1 Review historical population and development information.
  - 1.2.2 Review historical water demand information.
  - 1.2.3 Project the population, water service area growth, and water demands within the planning period given known developments and current and projected zoning based on the City's current master land use plan.
  - 1.2.4 Review historical sanitary sewer flow information.
  - 1.2.5 Project the population, sanitary sewer collection system area growth, and wastewater volumes within the planning period given known developments and current and projected zoning based on the City's current master land use plan.
  - 1.2.6 Collect and review information from the Chisholm Creek Utility Authority (CCUA) regarding supply and treatment capacities and compare against the current and future projected water demands and sewer loadings.
  - 1.2.7 Collect and review information from the water service contract with the City of Wichita regarding water supply capacities and compare against the current and future projected water demands.
  - 1.2.8 Identify gaps in the water supply and/or wastewater treatment capacity for current and future projected conditions based on agreements with and capacities of CCUA and City of Wichita.
  
- 1.3 Water Distribution System Model Development and Calibration – Garver shall complete the following services related to developing and calibrating a dynamic hydraulic model of the City's water distribution system:
  - 1.3.1 Develop the model based on GIS data and facility record drawings.
  - 1.3.2 Develop spatial and temporal demands using historical water use information in data base format, SCADA data, and smart water meter data, as available.
  - 1.3.3 Develop a field data collection plan for hydrant pressure logging and hydrant flow testing.
  - 1.3.4 Furnish up to eight (8) hydrant pressure loggers and support City staff in conducting up to eight (8) hydrant flow tests.
  - 1.3.5 Calibrate the hydraulic model for steady-state and extended-period conditions using the data collected during the pressure logging and hydrant flow testing.
  - 1.3.6 Develop future model demand scenarios over the planning horizon based on growth and water demand projections. It is assumed that up to four (4) demand scenarios will be developed to cover the 20-year planning horizon. The specific intermediate horizons will be identified during the project to provide the most benefit to the City.



- 1.4 Water Distribution System Evaluation and CIP Development – Garver shall complete the following services related to evaluating the water distribution system and developing an associated CIP:
- 1.4.1 Evaluate the existing system under average and maximum day demand conditions; evaluations will generally include assessment of system pressures, pipe velocities and head loss gradients, tank levels and cycling, available fire flow, and water age. Additional evaluations may be warranted for specific scenarios and will be considered extra work.
  - 1.4.2 Identify potential deficiencies within the water distribution system for the existing system.
  - 1.4.3 Evaluate the system using the demand scenarios for the 20-year horizon to identify future system deficiencies.
  - 1.4.4 Develop alternatives to address system deficiencies for the existing system and the 20-year horizon.
  - 1.4.5 Identify improvements necessary to address existing system deficiencies.
  - 1.4.6 Evaluate the system at up to three (3) intermediate horizons to identify triggers and sequencing for CIP projects over the planning horizon.
  - 1.4.7 Provide recommendations and potential funding sources for future water system improvements.
  - 1.4.8 Prepare and submit a draft and final Water Distribution Master Plan
- 1.5 Sanitary Sewer System Model Development and Calibration – Garver shall complete the following services related to developing and calibrating a dynamic hydraulic model of the City's sanitary sewer collection system:
- 1.5.1 Develop the model based on GIS data and facility record drawings.
  - 1.5.2 Develop base wastewater loads based on customer information, SCADA data, and historical flow data, as available.
  - 1.5.3 Develop a field data collection plan for temporary flow and rainfall monitoring using up to six (6) depth/velocity flow monitors and up to four (4) rainfall monitors.
  - 1.5.4 Gather field data for six (6) depth/flow velocity monitors and up to four (4) rainfall monitors for 30 day period.
  - 1.5.5 Calibrate the hydraulic model for average dry and wet weather conditions using the data collected during the field data collection period, as well as lift station pump testing and/or SCADA data.
  - 1.5.6 Identify the design wet weather event and develop anticipated flows for the design storm peak wet weather conditions.
  - 1.5.7 Develop future model loading scenarios over the planning horizon based on growth and sanitary sewer load projections. It is assumed that up to four (4) loading scenarios will be developed to cover the 20-year planning horizon. The specific intermediate horizons will be identified during the project to provide the most benefit to the City.
- 1.6 Sanitary Sewer System Evaluation and CIP Development – Garver shall complete the following services related to evaluating the sanitary sewer collection system and developing an associated CIP:
- 1.6.1 Evaluate the existing system under average dry and peak wet weather load conditions; evaluations will generally include assessment of gravity sewer capacity, lift station and force main capacity, manhole surcharge and freeboard. Additional evaluations may be warranted for specific scenarios.
  - 1.6.2 Identify potential deficiencies within the sanitary sewer collection system for the existing system.
  - 1.6.3 Evaluate the system using the loading scenarios for the 20-year horizon to identify future system deficiencies.
  - 1.6.4 Develop alternatives to address system deficiencies for the existing system and the 20-year horizon.
  - 1.6.5 Identify improvements necessary to address existing system deficiencies.
  - 1.6.6 Evaluate the system at up to three (3) intermediate horizons to identify triggers and sequencing for CIP projects over the planning horizon.



- 1.6.7 Provide recommendations and potential funding sources for future sanitary sewer system improvements.
- 1.6.8 Prepare and submit a draft and final Sanitary Sewer Master Plan
- 1.7 On-Call Modeling – Garver shall serve in an on-call capacity to run the hydraulic models as part of the City's overall land development planning process. These on-call services will be considered additional services and will be addressed via an amendment to this contract or a separate master services agreement.
- 1.8 Additional Services – The following shall be considered Additional Services and are not included in this scope of work:
  - 1.8.1 Development of GIS data. It is assumed that all GIS data is complete and accurate including flow line elevations and sizes of the sanitary sewer lines.
  - 1.8.2 Water Quality Data Analysis. Water quality-related analysis is limited to water age and source trace modeling with the hydraulic model. Additional water quality analysis, beyond that covered in the current scope, could include the following: review of historical residual disinfectant levels and disinfection byproduct (DBP) levels in the system; evaluation of compatibility of water quality between different water supplies; comparison of hydraulic model results (i.e., water age and/or source trace) with historical distribution system water quality observations; water quality sampling in the distribution system and storage tanks, including analysis of tank water quality and/or zonal sampling.
  - 1.8.3 Survey and Field Verification. It is assumed that all modeling and master plan efforts will be based on existing GIS and available data.
  - 1.8.4 Design. Preliminary and Final Design of any project beyond what is needed for budgetary concepts can be addressed via an amendment or separate professional services agreement.
  - 1.8.5 Construction Phase Services including staking, shop drawing review and inspection.
  - 1.8.6 Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
  - 1.8.7 Submittals or deliverables in addition to those listed herein.
  - 1.8.8 Coordination with Outside Agencies
- 1.9 Schedule
  - 1.9.1 Garver shall commence its services on the Project within 14 days after receiving notice to proceed.
  - 1.9.2 It is anticipated that a draft Master Plan will be completed within 180 days after receiving a notice to proceed. A detailed schedule will be determined during the project kickoff meeting. Any delays in receipt of information, data gathering or decision making outside of Garver's control can result in delayed schedules.



**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
Project Management*	\$22,183.00	LUMP SUM
Baseline Project Development*	\$27,560.00	LUMP SUM
Water System Model Development	\$23,058.00	LUMP SUM
Water Evaluation and CIP Development	\$36,876.00	LUMP SUM
Sanitary Sewer System Model Development	\$64,564.00	LUMP SUM
Sanitary Sewer Evaluation and CIP Development	\$36,876.00	LUMP SUM
<b>TOTAL FEE</b>	<b>\$211,117.00</b>	

The lump sum amount to be paid under this Agreement is \$211,117.00.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased five percent (5%) annually with the first increase effective on or about July 1, 2023.

Additional Services and On-Call 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, including On-Call Services 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 agreed upon rates included in this Exhibit B will be increased annually with the first increase effective on or about July 1, 2023



**Exhibit B**  
**City of Bel Aire, Kansas**  
**Water and Sanitary Sewer Master Plan**  
**Garver Hourly Rate Schedule: July 2022 - June 2023**

<b>Classification</b>	<b>Rates</b>	<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>		<b>Resource Specialists</b>	
E-1	\$ 120.00	RS-1	\$ 96.00
E-2	\$ 139.00	RS-2	\$ 133.00
E-3	\$ 168.00	RS-3	\$ 188.00
E-4	\$ 196.00	RS-4	\$ 246.00
E-5	\$ 239.00	RS-5	\$ 308.00
E-6	\$ 294.00	RS-6	\$ 379.00
E-7	\$ 398.00	RS-7	\$ 431.00
<b>Planners</b>		<b>Environmental Specialists</b>	
P-1	\$ 144.00	ES-1	\$ 96.00
P-2	\$ 181.00	ES-2	\$ 127.00
P-3	\$ 225.00	ES-3	\$ 154.00
P-4	\$ 251.00	ES-4	\$ 191.00
P-5	\$ 290.00	ES-5	\$ 240.00
<b>Designers</b>		ES-6	\$ 293.00
D-1	\$ 112.00	ES-7	\$ 376.00
D-2	\$ 131.00	ES-8	\$ 425.00
D-3	\$ 156.00	<b>Project Controls</b>	
D-4	\$ 181.00	PC-1	\$ 99.00
<b>Technicians</b>		PC-2	\$ 136.00
T-1	\$ 87.00	PC-3	\$ 173.00
T-2	\$ 111.00	PC-4	\$ 222.00
T-3	\$ 135.00	PC-5	\$ 271.00
T-4	\$ 170.00	PC-6	\$ 333.00
<b>Surveyors</b>		PC-7	\$ 428.00
S-1	\$ 54.00	<b>Administration / Management</b>	
S-2	\$ 71.00	AM-1	\$ 69.00
S-3	\$ 95.00	AM-2	\$ 93.00
S-4	\$ 137.00	AM-3	\$ 130.00
S-5	\$ 181.00	AM-4	\$ 165.00
S-6	\$ 206.00	AM-5	\$ 203.00
2-Man Crew (Survey)	\$ 207.00	AM-6	\$ 250.00
3-Man Crew (Survey)	\$ 261.00	AM-7	\$ 301.00
2-Man Crew (GPS Survey)	\$ 227.00	M-1	\$ 481.00
3-Man Crew (GPS Survey)	\$ 281.00		
<b>Construction Observation</b>			
C-1	\$ 106.00		
C-2	\$ 136.00		
C-3	\$ 166.00		
C-4	\$ 204.00		
C-5	\$ 244.00		





**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	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000



EXHIBIT D  
(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
City of Bel Aire, Kansas  
Project No. 22W34240

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Bel Aire, Kansas (“**Owner**”) and Garver, LLC (“**Garver**”), dated [Insert date] (the “**Agreement**”).

This Amendment No. [?] adds/modifies the Services for the:

**[Describe improvements and location]**

The Agreement is hereby modified as follows:

**SECTION [?] – [Insert section heading]**

Section [?] of the Agreement is hereby amended as follows:

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

**IN WITNESS WHEREOF**, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Bel Aire, Kansas

Garver, LLC

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

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

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

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

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

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

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

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

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

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

## Northeast Maize Growth Area Water and Wastewater Study

Maize, Kansas • 2021

### Extending service throughout a growing area

The Northeast Maize Growth Area Water and Wastewater Study project determined important water and wastewater system improvements needed to extend service throughout northeast Maize.

Garver began the project by analyzing historical SCADA and billing data for the City's water and wastewater system. We then completed pressure monitoring and flow tests at various fire

hydrants to confirm water system conditions near the northeast growth area. Garver added the proposed infrastructure required to serve the study area into the City's water system hydraulic model. We also delineated basins and determined wastewater loads and peaking factors. This allowed our team to create a capital improvement plan (CIP) to serve the study area at 5-year design horizons through buildout.

**Garver was very responsive to staff input and questions. Their final report is very detailed and very clear. And thanks to the City Council for retaining them. The value of studies like this exceeds the cost, as they are invaluable for planning engineering improvements and determining future financial needs.**

Steve Anderson  
Former City of Maize City Engineer



**Role of Firm**  
Prime

**Key Team Members**  
Mark Dolechek  
Eric Gasper  
Evan Tromble

**Project Cost**  
\$76,570 (fee)

**Agency Contact**  
**City of Maize**  
Jolene Graham, Deputy City Administrator  
jgraham@maizeks.gov  
TEL 316.722.7561

## El Dorado Sanitary Sewer Master Plan

El Dorado, KS • 2022

### Planning for future industrial growth

Garver developed a sanitary sewer collection model based on existing record data and City of El Dorado staff input. We calibrated the model for dry and wet weather flows following a 60-day monitoring period that included rainfall monitoring in addition to flow monitoring at 14 locations throughout the system.

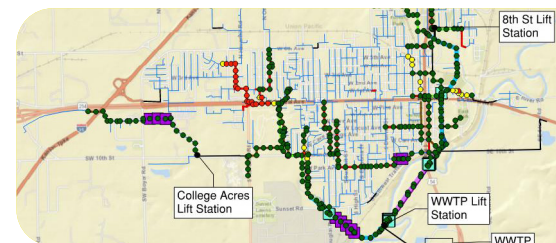
Using the calibrated model, our team identified improvements to both I&I issues within the existing system, as well as accommodate future industrial growth.

Garver also conducted a draw down test of a large lift station as part of the model development to verify flow rates at the lift station. During this, we discovered some inefficiencies with set points and

helped the city make their lift station operate more efficiently.

Ultimately, we developed a list of capital improvement projects to address anticipated industrial growth and existing system deficiencies.

The projects considered identified project drivers, including capacity, operations, maintenance, condition, and regulatory needs, as well as a schedule and cost estimates for construction and professional services.



**Role of Firm**  
Prime

**Key Team Members**  
Mark Dolechek  
Eric Gasper  
Evan Tromble

**Project Cost**  
\$70,793 (fee)

**Agency Contact**  
**City of El Dorado**  
Scott Rickard, Engineering Director  
srickard@eldoks.com  
TEL 316.321.9100



## Searcy Water System Master Plan Update 2022

### Searcy, Arkansas • 2022

#### Addressing inefficiencies to serve future growth

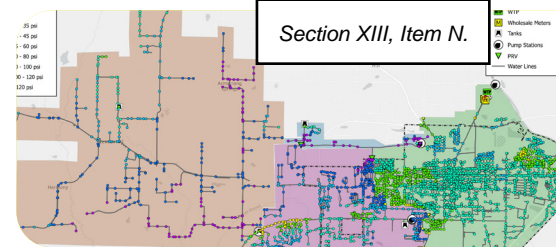
Garver updated the 2001 Searcy Water Utilities Water Master Plan, which assessed the existing water system and extended the demand projections and capital improvements plan for the next 20 years (through 2041).

We evaluated the Water Treatment Plant (WTP) water quality data to identify existing or potential WTP system shortcomings and their impacts on treatment processes and operations. Additionally, we identified current and anticipated Safe Drinking Water Act (SDWA) regulations that may impact the water system improvements and operating strategies. Garver performed an analysis of the WTP unit processes to document the

capacities and conditions based on visual inspection.

Our team developed a hydraulic model to identify existing system deficiencies based on the design and evaluation criteria. The model was expanded to include proposed pipes to serve future growth areas.

After the data was gathered, Garver identified data gaps and proposed assumptions for the master plan. Ultimately, the master plan addressed existing system deficiencies and improvements needed to serve future growth, including new pump stations, storage tanks, and transmission mains.



#### Role of Firm

Prime

#### Key Team Members

Evan Tromble

#### Project Cost

\$225,000 (fee)

#### Agency Contact

##### Searcy Water Utilities

Dan Dawson, General Manager  
d.dawson@searcywater.org  
TEL 501.268.1853

## Athens Water Distribution Model and 20 Year Plan

Athens, TX • 2018

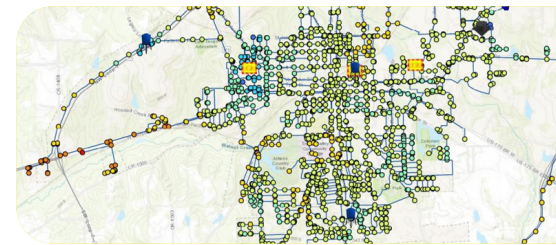
#### Providing a path forward for the next 20 years

Garver recently helped Athens address a number of issues with their water system that have provided the City a path forward, allowing them to supply quality water compliant with regulatory criteria to its citizens for the next 20 years.

To address the challenge of maintaining adequate distribution system pressures in the higher elevation portions of the system, Garver developed a system-wide hydraulic model. Garver collected pressure data using loggers, utilized the field data to reproduce existing system conditions in the model, and used the model to develop short- and long-term solutions to address

pressure challenges. The “all pipes” model also studied water age, made recommendations to improve water quality, and identified operations to help with tank mixing.

The short-term solution focused on addressing the major pressure challenges in the area while maximizing use of existing distribution system infrastructure. The long-term solution took into consideration design of new infrastructure components necessary for the short-term solution to minimize the potential for stranded capital in the future.



#### Role of Firm

Prime

#### Key Team Members

Evan Tromble

#### Project Cost

\$197,134 (fee)

#### Agency Contact

##### City of Athens

Randy Williams, Utilities Director  
rwilliams@athenstx.gov  
TEL 214.693.4834





## Mark Dolechek, PE

### Project Manager

As a leader known for his ability to innovate and think beyond conventional design, Mark serves as a responsive and dedicated source of support for our clients, one they can rely on and contact with any concerns. Having spent time working on the client side of projects, he understands the concerns municipalities face and how to mitigate them before they become an issue.

#### Education

BS, Civil Engineering

#### License

Professional Engineer,  
Kansas, No. 25299

#### Maize Northeast Growth Area Water/Wastewater Study • Maize, KS

Project leader responsible for general project oversight in determining important system improvements needed to extend water and sewer service throughout the Northeast Growth Area for the City of Maize. Garver began the project by analyzing historical SCADA and billing data for the City's water and wastewater system. The City's water system hydraulic model was then updated and calibrated. Population and growth projections were analyzed and with that future demand the

proposed infrastructure was added to the model and sized to serve the study area.

#### El Dorado Sanitary Sewer Master Plan • El Dorado, KS

Project manager responsible for developing a sanitary sewer master plan that targeted existing and future interceptor capacity to serve future industrial areas. Responsibilities included developing a sanitary sewer model and collecting rain data and flow data to calibrate the model.



## Eric Gasper, PE, CFM

### Project Engineer

Eric knows that while a design may work on paper, it needs to have practical applications to work effectively, so working collaboratively with operators is essential to project success. He also creates effective designs to improve conveyance and collection infrastructure to support community growth, using detailed models to identify the most cost-effective solutions for pipelines.

#### Education

MS, Civil Engineering

BS, Civil Engineering

#### License

Professional Engineer,  
Kansas, No. 27559

#### El Dorado Sanitary Sewer Master Plan • El Dorado, KS

Project engineer responsible for identifying current and future needs to serve future industrial areas with sanitary sewer service. Responsibilities included coordinating efforts to collect rainfall and existing system sanitary sewer flow data in support of hydraulic model development and calibration. Also responsible for developing alignments and cost estimates.

#### Maize Northeast Growth Area Water/Wastewater Study • Maize, KS

Project engineer responsible for identifying current and future needs for the NE growth area of Maize. Based on growth projections, updated the City's hydraulic model to identify what projects were necessary to maintain reliable water service to the targeted area. Similarly, identified what improvements were needed in the sanitary sewer collection system and combined and prioritized these projects.



## Evan Tromble, PhD, PE

### Hydraulic Modeling

An expert in modeling and master planning for water distribution, sewer collection, and conveyance projects, Evan is Garver's hydraulic modeling practice leader with experience in planning, conceptual design, pump optimization, and detailed hydraulic evaluations for finished water storage and pumping.

#### Education

PhD, Civil Engineering -  
Water Resources

BS, Civil Engineering

#### License

Professional Engineer,  
Kansas, No. 28371

### Evan's Experience

#### BY THE NUMBERS

**27** Master  
Plans Completed

**40+** Models  
Completed

**773K** LF of Pipeline

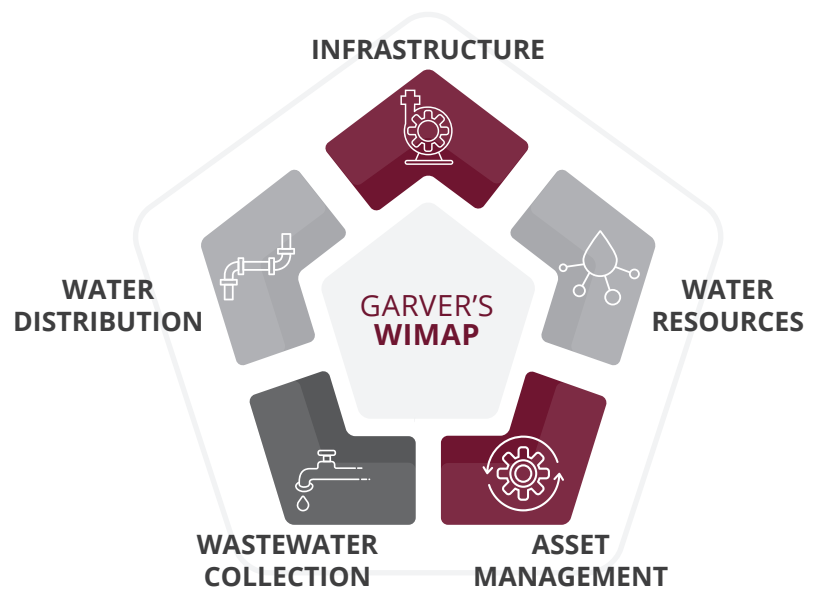
#### Athens Water Distribution Model • Athens, TX

Technical lead and lead hydraulic modeler for this project, which included population and demand projections, development and calibration of a distribution system hydraulic model, assessment of the capacities of major infrastructure components against regulatory criteria, application of the hydraulic model to evaluate the system over the 20-year planning horizon for the project, and development of a capital plan to address system

challenges identified during the evaluations.

#### Celina Water and Wastewater System Modeling • Celina, TX

Technical lead and lead hydraulic modeler for this master plan for the City of Celina's water distribution and wastewater collection systems. Garver developed the ultimate build-out solution to identify the finished water storage, conveyance, and distribution requirements and the wastewater lift station and interceptor capacity requirements for a build out population of approximately 350,000.



Evan has spent 18 years specializing in hydraulic modeling and master planning. As Garver's Water Infrastructure - Modeling, Analytics, and Planning (WIMAP) leader, he oversees modeling efforts and keeps staff up to date on software and applications.





*City of Bel Aire, Kansas*

Request for Proposal

# Water Distribution System Master Plan and Sanitary Sewer Collection System Master Plan

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Friday, August 26, 2022 | 12:00 PM

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**Submitted to:**

City of Bel Aire, Kansas  
Attn: Anne Stephens, PE, City Manager  
astephens@belaireks.gov  
7651 E. Central Park Ave.  
Bel Aire, KS 67226

**Prepared by:**

Burns & McDonnell  
Brian Meier, Project Manager  
bmeier@burnsmcd.com  
9400 Ward Parkway  
Kansas City, Missouri 64114



# 1 Letter Agreement

August 26, 2022

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

## RE: Request for Proposal: Water Distribution System Master Plan and Sanitary Sewer Collection System Master Plan

Dear Ms. Stephens and Selection Committee,

The City of Bel Aire is well positioned for significant growth and economic development. As such, a thoughtful, data-driven water and sanitary sewer collection system plan will be needed to help guide infrastructure decisions as the needs of your community change and expand over time with new commercial and population growth.

Burns & McDonnell is the right partner to help you develop a prioritized investment schedule that aligns with your available funds. We will deliver a water and sanitary sewer collection system master plan that prioritize projects to address aging infrastructure, capacity deficiencies, growth, and operational limitations. These include integrating currently unserved areas, managing collection and distribution system bottlenecks, and replacing or updating aging or failing infrastructure. **As a team, we offer several advantages that will help us deliver a master plan to position the City for success:**

### Aligning with the City of Bel Aire's Goals

**Goals** | Develop water and wastewater master plans that will provide recommendations for your prioritized and defensible 10-year CIP and budget

**Value/Benefit** | Ability to make data-driven decisions with confidence and allocate funds to the right projects at the right time and in the right sequence

**Challenge Areas** | We will help you understand the trigger points and opportunities to increase efficiency, reduce risk, and maintain established service levels throughout your water and wastewater systems. As part of this project, we have the technical capability and local experience to identify opportunities to solve challenges, including:

- *Aging infrastructure*
- *Integration and management of new service areas*
- *Lift station hydraulic limitations and bottlenecks*
- *High inflow and infiltration (I/I)*
- *System data gaps*
- *Capacity needs to accommodate economic development opportunities*

### Flexible Approach to Master Planning

The only certainty in master planning is that growth is unpredictable. Burns & McDonnell understands how to develop evaluation strategies and build a model that positions the City to prepare reliable and dependable plans for capital improvements. Our approach identifies demand triggers for hydraulic improvements, enabling the City to confidently determine if a project should be accelerated, delayed, or deleted (if growth trends move or change). The planning process is adaptable and meets short-term needs and long-term goals. We will deliver a capital improvement plan (CIP) that prioritizes your projects to meet your needs and is adaptable to change.

### Experience Delivering Master Plans for Kansas Communities Similar to Yours

The City will receive a partner who understands the needs of your community — one who will make recommendations and provide alternatives that are right-sized for your population, systems, and budget. Burns & McDonnell is well-versed in working with similar-sized utilities to prioritize CIPs. Additionally, our understanding of the CUA infrastructure and its capacity and limitations will provide a solid foundation for developing a strategic and defensible Master Plan. Making improvements requires innovation and technical expertise. Burns & McDonnell has the experience to navigate and evaluate alternatives to identify the best options for improvements or replacement within your distribution and collection systems.



### Coordination with Local, Regional, and Environmental Stakeholders for Optimal Integration

Burns & McDonnell firmly understands the regional economy and the drivers that influence growth and impact utility construction and operation. This understanding will ensure that your goals and project deliverables are aligned with potential growth opportunities. As part of this effort, our team will provide support regarding state and federal funding opportunities. Our experience and relationships will help you navigate this process efficiently, producing the best possible results.

Burns & McDonnell is excited to see what's in store for the City of Bel Aire — and we're thrilled for the opportunity to be your partner as you grow. We are ready to begin work immediately on this project and commit to serving as a trusted resource. Now and in the future. If you have questions about our proposal, please don't hesitate to contact me directly at 316-554-6996 or bmeier@burnsmcd.com.

Sincerely,

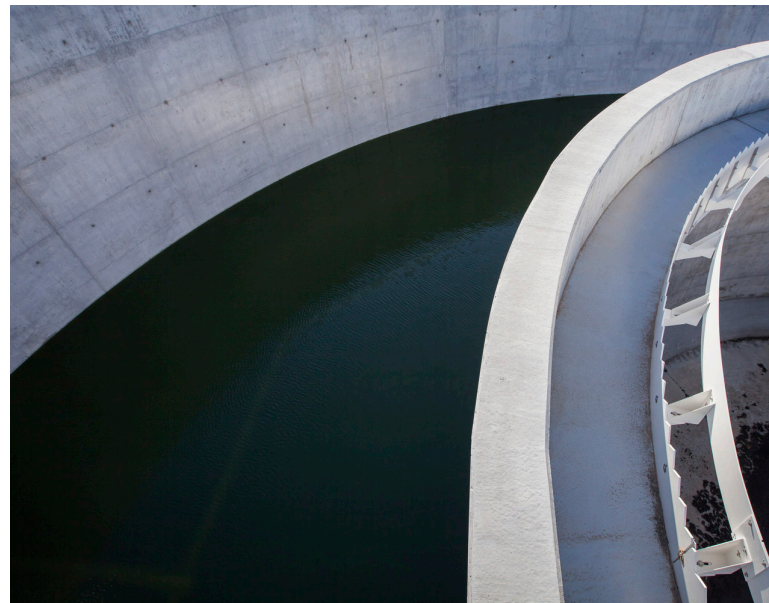
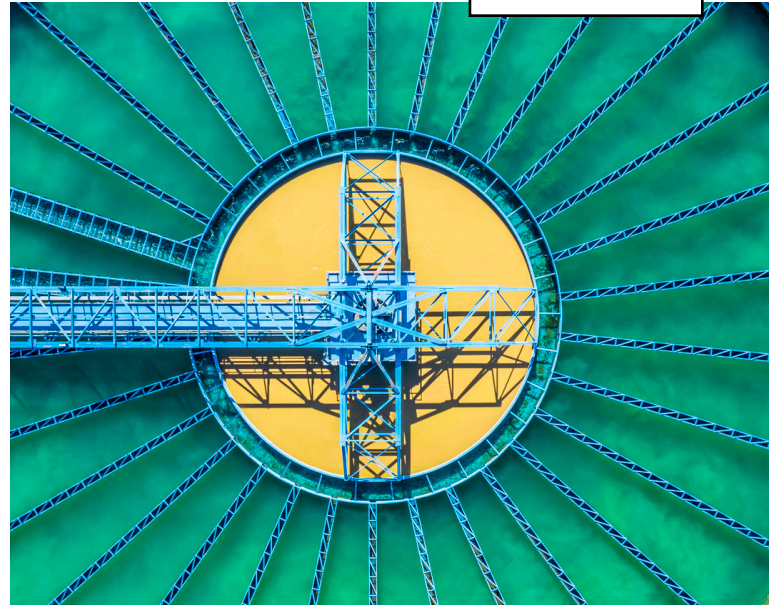
**Burns & McDonnell**



Brian Meier  
Project Manager

### Value Added Approach!

*We are excited about the City's desire to move forward with master planning and would welcome the opportunity to discuss our thoughts and approach that may enhance the success of your projects. **Pages 16 and 17** contain our estimated costs to complete your master plans. These costs are based on the information that has been provided, the tasks that were outlined in the RFP, and assumptions herein. We also identified areas not outlined in the RFP that will benefit the City's redundancy and resiliency. **Jump to page 16 to read more about our value added approach!***



# 2 Integrated Approach

*The Burns & McDonnell team, in collaboration with City staff, will build a living document and functional tool that can be used to validate currently planned capital projects, develop new capital projects for master planning efforts to support potential customers and evaluate existing conditions for operational needs. Our team includes well-rounded modelers that are also experienced design engineers and project managers that deliver practical solutions for water distribution and sanitary sewer systems.*

## General Project Plan

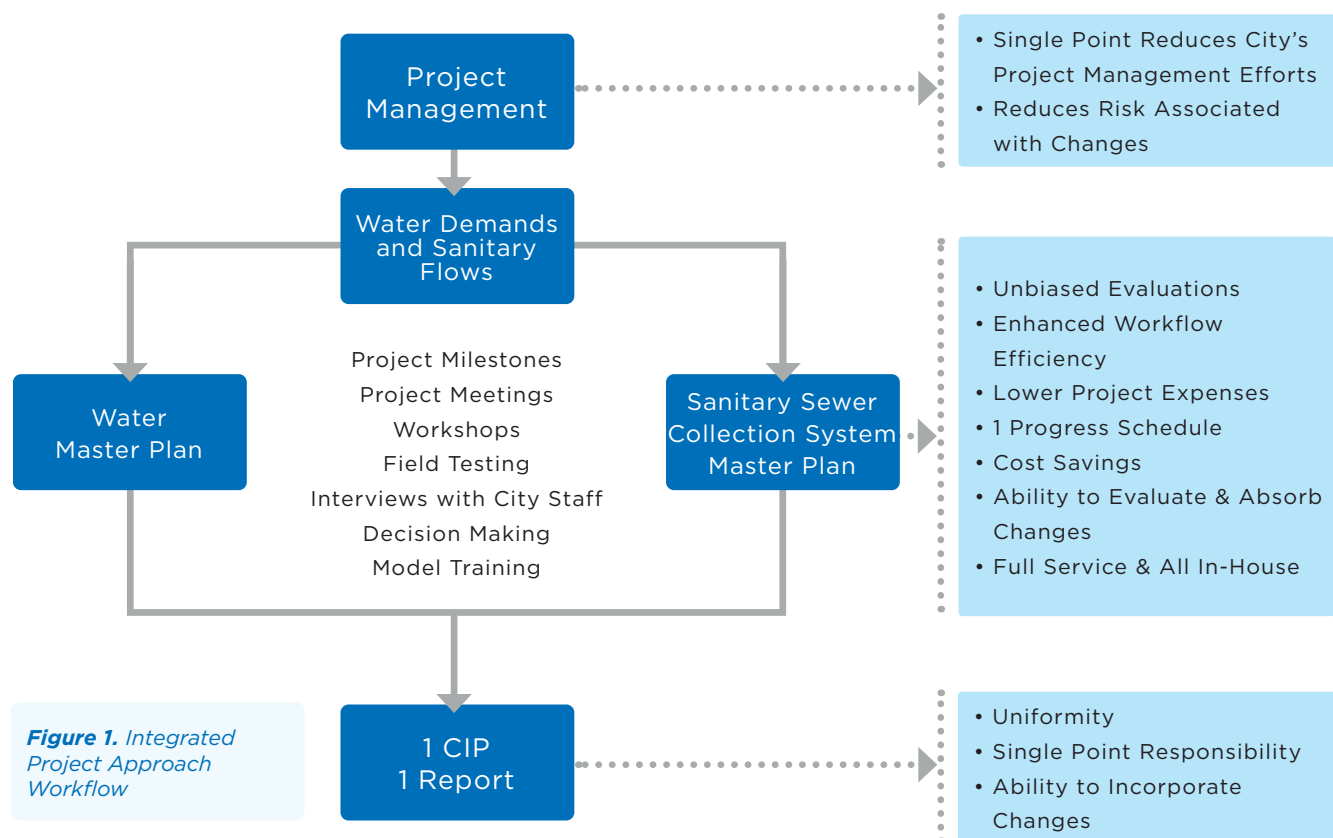
Although each project is unique in execution, our team has developed a repeatable and highly successful set of project management, quality assurance and communication practices that allow our team to be fully focused on the City's project objectives, while maintaining project scopes, schedules and budgets.

### Combined Project Approach

To provide the cohesive approach and consistent deliverables across both Master Plans, the establishment of a framework to define regulatory compliance schedules that better match the City's financial capability is required. Any capital planning process must include a forecast of regulatory driven needs and a financial strategy to meet those needs on a reasonable schedule. As an example, Burns & McDonnell assisted the City of Lawrence in completing the first integrated water and

wastewater plan in EPA Region 7. The plan resulted in a CIP that was driven by the City's ability to fund capital projects rather than arbitrary regulatory deadlines. The cornerstone of our approach is doing the right project and, just as importantly, doing it at the right time.

Our integrated project approach is illustrated in the workflow below (**Figure 1**) and demonstrates how this will result in a successful project for the City. As a unified project team, Burns & McDonnell will execute the Water and sanitary sewer collection system Master Plans with distinctly qualified teams to maintain schedule, combine project tasks for meetings, workshops, training and field testing and deliver a single CIP and report.





# 3 How We Can Help

*Established in 1898, our firm was awarded its first project in Iola, Kansas: a combined water and light plant. More than a century later, we remain committed to solving water and wastewater challenges, providing creative solutions to treat and preserve our most vital resource. Whether it's treating wastewater, nutrient removal, wastewater collection, drought contingency or diversifying water resources, we assess your resources and develop a tailored plan to meet your immediate needs and keep your region hydrated into the future.*

## Firm Water and Wastewater Experience

The engineering and planning needs of the City are unique and specific to your water and wastewater systems. Burns & McDonnell takes a partnership approach to master planning project execution and while we will leverage our historical experience with similar projects (**Figure 2**), we understand that the City will require a unique solution and plan. To provide both a water master plan and a wastewater master plan that are separately comprehensive and technically complete, but cohesive in their approach, you need a team that has a proven track record doing these projects across the region.

Our master planning experience, systems design, field data collection, computer modeling, regulatory analysis and GIS experience uniquely positions the Burns & McDonnell team to

develop the City's Water and sanitary sewer collection system Master Plan. From our conversations, we understand this "integrated" plan needs to serve as a detailed road map for capital improvements projects, as well as a very powerful tool for management of the utilities' infrastructure.

Our team has completed over 80 master plans throughout the country in the past 20 years. Our experience gained on those projects is directly transferable to the City because we can leverage this experience and learned best practices to develop innovative and cost-effective ideas that are grounded in experience, leading to more efficient implementation.

## Local Master Planning Professionals

Burns & McDonnell is a 100% employee-owned firm with more than 8,430 employees, contractors and interns. Our water and governmental planning team includes 168 personnel including planners, designers, process engineers and cost estimators within a few hours to the City of Bel Aire.

**Figure 2. Recent Master Plan Experience**

# 4 Project Team Qualifications

*The City of Bel Aire can count on Project Manager Brian Meier to serve as single point of contact and coordinator. He will make sure our team's deliverables align with the City's goals and expectations, as well as those of regional stakeholders and regulatory agencies.*

## Composition of Team

We organized our project team to provide streamlined and efficient project execution. Our project manager, Brian Meier, will be the direct line of communication, attend monthly progress meetings and allocate resources to meet your scope, schedule and budget goals. Ryan Scott and Cliff Cate will lead the water and sanitary sewer collection system analysis, respectively and will work collaboratively with each other, their supporting staff and the City to provide your Water and Sanitary Sewer Collection System Master Plan. We bring relevant master planning experience including working with communities to develop plans that properly project growth and identifies capital projects to meet those needs.

Brian will serve as the direct line of communication to the City. He'll also be responsible for coordinating efforts with impacted stakeholders, organizations and agencies including KDHE.

## Organizational Chart





## Project Manager

### Brian Meier

Brian has been serving municipal and industrial clients for more than 35 years. He is responsible for working with clients to find the best and most economical solutions to meet his clients' needs. Brian has experience in regulatory compliance, primarily relating to public water supply. This experience includes Water Right administration and management. Brian's responsibilities have also included quality control and assurance. He has been tasked with ensuring that projects are completed on schedule, within budget and in adherence with the highest quality standards possible.

#### BIOGRAPHY

**Years of Experience**  
35

**Education**  
BS, Industrial  
Engineering

*Brian has spent the vast majority of his career working with Municipal Utilities in Kansas. His primary focus has been to ensure that project goals and defined outcomes are met or exceeded while completing the projects on time and within budget.*

#### RELEVANT EXPERIENCE

##### Water and Wastewater Master Plan | City of Iola, Kansas

**Technical Advisor.** In addition to treating and delivering water to 5,000 plus residents, The City of Iola is also a wholesale water service provider to the City of Gas, RWD8 and RWD 3. In an effort to assess the capacity of the water system, develop capital improvements and prioritize the existing water main replacement program, the City solicited our expertise in preparing their 2019 Water Master Plan. This project included water model construction, field testing for model calibration, evaluation of historical demands and water usage to evaluate planning level demand conditions, hydraulic analysis of the existing system, regulatory review of current standards, regulatory outlook of anticipated standards applicable to the City, evaluation and prioritization of the City's water main replacement program and capital improvements planning.

##### Wastewater Facility Plan | City of Hutchinson, Kansas

**Technical Advisor.** The City of Hutchinson's plant currently treats an average flow of approximately 5.0 MGD and is permitted for 8.3 MGD. Many of the wastewater treatment facility components are more the 50 years old and are reaching the end of their life expectancy putting plant operations at risk. Burns & McDonnell performed a facility planning study. The work included a condition assessment for key pieces of the City WWTF. A regulatory evaluation was also made to assess potential risks to plant operations from pending or projected regulatory requirements. Using this information, our team developed alternatives and performed a capital and operational cost analysis.

##### Water and Wastewater Master Plan | City of Wichita, Kansas

**Management Support and Review.** Brian was responsible for the coordination of all Burn & McDonnell activities including adherence to schedule and budget. Brian was also responsible for reviewing and evaluating recommended improvements to aid in the risk management process. Burns & McDonnell assisted the City of Wichita's Public Works & Utilities Department in developing an Integrated Water and Wastewater Master Plan to prepare for projected changes in Wichita's population, problems caused by aging infrastructure and treatment challenges posed by stricter regulatory nutrient removal requirements anticipated

through the year 2045. For the Sanitary Sewer Master Plan, we developed CIPs for performance, growth and regulatory-driven improvements at each of the five wastewater treatment plants, lift stations and collection system.

##### Water Supply Development | City of Clinton, Oklahoma

**Technical Advisor.** Burns & McDonnell led a program focused on expanding the Water Supply Portfolio for the City of Clinton, Oklahoma to include groundwater resources and improve drought resiliency. The program included the planning, permitting, design and construction phase services associated with the development of two new wellfield areas, 12 miles of new water transmission line, 3 miles of water line rehabilitation, a new RO water treatment plant and a deep disposal well. The project also included conceptual planning for wastewater reuse alternatives. Brian's responsibilities included budget and schedule management and reporting to City staff and elected officials and stakeholders via public presentations and individual meetings.

##### New Water Source Development | City of McPherson, Kansas

**Technical Advisor.** Burns & McDonnell provided planning and evaluation for the development of an alternate water supply source for the McPherson BPU. Due to declining water levels within the existing well field, BPU required a supplemental source of supply in order to reduce the use of existing groundwater resources to sustainable levels. Sources evaluated included both surface water and groundwater. The development of a new well field was selected for additional evaluation. The project includes preliminary design of the well field, approximately 20 miles of raw water pipeline and a new water treatment facility. Groundwater modeling and new water right applications were also included.





# Water Master Plan

## Ryan Scott, PE

Ryan is responsible for the project management and design of municipal projects dealing with distribution and analysis of surface water and groundwater systems, raw water distribution and hydraulic analysis multiple software platforms for pressurized pipe systems, water master planning, pump station design and hydraulic components for distribution system storage for design. Ryan has served as project manager and lead engineer for water master plans with municipalities throughout the Midwest, ranging with population and customer sizes less than 5,000 to over 400,000.

### BIOGRAPHY

**Years of Experience**  
18

**Education**  
BS, Civil Engineering

**License/Certifications**  
Professional Engineer

*Ryan's recent experience with municipalities of similar size and water demand as Bel Aire will help deliver a defensible CIP based on a calibrated hydraulic model, engineering judgment and collaboration with City staff.*

### RELEVANT EXPERIENCE

#### Water and Wastewater Master Plan | City of Iola, Kansas

**Project Manager.** In addition to treating and delivering water to 5,000 plus residents, the City of Iola is also a wholesale water service provider to the City of Gas, RWD8 and RWD 3. In an effort to assess the capacity of the water system, develop capital improvements and prioritize the existing water main replacement program, the City solicited our expertise in preparing their 2019 Water Master Plan. This project included water model construction, field testing for model calibration, evaluation of historical demands and water usage to evaluate planning level demand conditions, hydraulic analysis of the existing system, regulatory review of current standards, regulatory outlook of anticipated standards applicable to the City, evaluation and prioritization of the City's water main replacement program and capital improvements planning.

#### Lebanon Water System Hydraulic Model and Master Plan | City of Lebanon, Missouri

**Project Manager.** Ryan's primary responsibilities included project management, model construction and development from the City's water system GIS, field testing for model calibration, hydraulic analysis and recommendations and development of the capital improvements plan for immediate needs for 5-year and 15-year planning periods for a marginal growth pattern consistent with historical 10-year trending. The existing system and future planning periods are evaluated under maximum day, minimum hour, peak hour and maximum day plus fire flow demand conditions in the hydraulic model to determine the high service pumping, transmission, storage and future growth needs. Water demand projections were also evaluated with the model to develop capital improvements as the City's water service area expands peripherally to City limits. An extended period simulation of the existing system under average day and maximum day demands was also prepared to evaluate water age in the system.

#### Water Master Plan | City of Liberty, Missouri

**Project Manager.** Ryan led the preparation of the water master plan. His primary responsibilities included project management, field testing for model verification and calibration, hydraulic analysis and recommendations and development of the capital improvements plan for immediate needs and the 2015 and 2025 planning periods. The existing

system, 2015 and 2025 planning periods were evaluated for maximum day, minimum hour, peak hour and maximum day plus fire flow demand conditions in the hydraulic model to determine the high service pumping, transmission, storage and future growth needs.

#### Water Master Plan | City of Wichita, Kansas

**Project Manager/Lead Hydraulic Modeler.** Ryan's primary responsibilities included project management hydraulic modeling, system calibration and development of the capital improvements plan. The capital improvements were evaluated to accommodate future maximum day and peak hour demands of 175.0 MGD and 290.0 MGD respectively as they relate to pumping, storage and transmission. The improvements are prioritized and phased in for the City's 2005, 2010 and 2025 planning horizons.

#### Water Master Plan | City of O'Fallon, Illinois

**Project Manager.** Ryan's primary responsibilities included field testing for model calibration, hydraulic modeling, final master plan report and development of the capital improvements plan. Site-specific hydraulic analyses were conducted to determine impacts of new large water users on the existing system.

# Sanitary Sewer Collection System Master Plan

Cliff Cate, PE



Cliff serves as the director of water/wastewater systems for Burns & McDonnell. He has led projects that developed master plans and several I/I assessment and reduction programs. His experience includes evaluating the condition, operation and maintenance of sanitary sewers and analyzing their existing and future capacity, as well as designing sewer extensions, interceptors, pump stations and rehabilitation projects. Cliff is instrumental in leading water/wastewater programs, master plans, evaluation studies and rehabilitation projects. He will provide the oversight and resources necessary to complete your projects on time and under budget.

## BIOGRAPHY

**Years of Experience**  
26

**Education**  
MS, Engineering  
Management

BS, Civil Engineering

**License/Certifications**  
Professional Engineer

*Cliff's experience in the regulatory environment offers a deep knowledge base that helps clients understand the regulations, how to implement programs, track data and meet reporting requirements.*

## RELEVANT EXPERIENCE

### Water and Wastewater Master Plan | City of Iola, Kansas

**Project Director.** In addition to treating and delivering water to 5,000 plus residents, the City of Iola is also a wholesale water service provider to the City of Gas, RWD8 and RWD 3. In an effort to assess the capacity of the water system, develop capital improvements and prioritize the existing water main replacement program, the City solicited our expertise in preparing their 2019 Water Master Plan. This project included water model construction, field testing for model calibration, evaluation of historical demands and water usage to evaluate planning level demand conditions, hydraulic analysis of the existing system, regulatory review of current standards, regulatory outlook of anticipated standards applicable to the City, evaluation and prioritization of the City's water main replacement program and capital improvements planning.

### Wastewater Master Plan | City of Edgerton, Kansas

**Project Director.** Burns & McDonnell was engaged to identify and prioritize areas of concern, capital projects, operational costs in a comprehensive City-wide wastewater master plan. This master plan will serve as a guide for the City to properly plan, budget and maintain a sustainable wastewater management system.

### Integrated Wastewater Master Plan | City of Wichita, Kansas

**Project Director.** Cliff assisted with the development of the sanitary sewer master plan that included hydraulic model, dry and wet weather flow analysis, model calibration and verification using the InfoWorks hydraulic model software. The team prepared synoptic typical year rainfall distributions, CIPs, hydraulic model quality control and quality assurance, workload projections, work task assignments and budget and schedule oversight. CIPs included trigger point-based implementation schedules and 30-year budgetary phasing. Applied Asset Management concepts of Business Risk Exposure (BRE), asset replacement costings and LOS definition so that the Master Plan could be integrated with the City's Asset Management Plan.

### Sanitary Sewer Master Plan | City of Blue Springs, Missouri

**Project Principal.** Cliff was responsible for leading the project team as they assisted in providing flow and rainfall monitoring services, performed flow analysis, developed the

hydraulic model and performed model calibration and verification to the City of Blue Springs. Burns & McDonnell performed an existing conditions analysis to identify issues related to I/I and capacity. As a separate contract, Burns & McDonnell will provide on-call modeling services to the City.

### Wastewater Master Plan | City of Enid, Oklahoma

**Project Director.** Burns & McDonnell developed the City's obsolete EPA-SWMM hydraulic model into a new state-of-the-art InfoWorks ICM hydraulic model to schedule sewer system improvements in the form of relief and/ or replacement sewers and sewer rehabilitation for structural integrity and/or I/I reduction purposes. The City's hydraulic model is maintained by Burns & McDonnell on an on-call, as needed basis.

### Water Master Plan | City of Republic, Missouri

**Project Director.** The City of Republic required a plan to address short-term needs and meet long-term goals based on water demand projections and future growth planning. The 2019 water master plan includes the development and calibration of a hydraulic model of the water distribution system, an evaluation of system hydraulics for current and projected demand conditions and a list of capital improvements projects with associated opinions of probable cost. Current and future scenarios are evaluated under a range of water demand conditions, including five-year and 20-year planning periods, to provide a capital improvements plan for the distribution system.



# Hydraulic Modeling

## Alicia Chase, PE

Alicia brings more than 16 years of experience in hydrologic and hydraulic modeling. She has worked on both combined and separated sewer system models in a variety of software depending on the needs of the client. Alicia is a registered professional engineer and is currently a project engineer for a project that requires extensive modeling of existing and proposed conditions. Alicia works hard to provide clients with results critical to the current and future operations of their systems.

### BIOGRAPHY

**Years of Experience**  
16

**Education**  
BS, Chemical  
Engineering

**License/Certifications**  
Professional Engineer

*Alicia is focused on trigger point-based implementation of CIPs, which will give the City the flexibility to build the right project, in the right place, at the right time.*

### RELEVANT EXPERIENCE

#### **Water and Wastewater Master Plan | City of Iola, Kansas**

**Collection System Engineer.** As an engineer for the project, Alicia provided technical oversight and engineering for the development of the sanitary sewer hydraulic model, dry and wet weather flow analysis, model calibration and verification using the InfoWorks hydraulic model software. She was responsible for preparation of CIPs to meet LOS requirements.

#### **Wastewater Master Plan | City of Edgerton, Kansas**

**Project Engineer.** Burns & McDonnell was engaged to identify and prioritize areas of concern, capital projects, operational costs in a comprehensive City-wide wastewater master plan. This master plan will serve as a guide for the City to properly plan, budget and maintain a sustainable wastewater management system.

#### **Integrated Water and Sanitary Sewer Master Plan | City of Wichita, Kansas**

**Project Engineer.** Burns & McDonnell assisted the City of Wichita's Public Works & Utilities Department in developing an Integrated Water and Wastewater Master Plan to prepare for projected changes in Wichita's population, problems caused by aging infrastructure and treatment challenges posed by stricter regulatory nutrient removal requirements anticipated through the year 2045. Alicia assisted with the development of the sanitary sewer hydraulic model, dry and wet weather flow analysis, model calibration and verification using the InfoWorks hydraulic model software. The project prepared synoptic typical year rainfall distributions, CIPs, hydraulic model quality control and quality assurance, workload projections, work task assignments and budget and schedule oversight. CIPs included trigger point-based implementation schedules and 30-year budgetary phasing.

#### **Wastewater System Master Plan | City of Kansas City, Missouri**

**Project Engineer.** This was a program management effort to study, analyze, design and construct new basin overflow systems for the city of Kansas City, Missouri. This is a 25-year, \$2 billion dollar effort. Alicia provided technical oversight and engineering. She assisted with the development of the sanitary sewer hydraulic model, dry and wet weather flow analysis, model calibration and verification using the XP-SWMM and InfoWorks hydraulic model software. She

prepared capital improvement projects to meet 2035 projections and coordinate consent decree requirements.

#### **Derby WWTP Master Plan | City of Derby, Kansas**

**Collection System Engineer.** Alicia provided engineering for the development of the sanitary sewer hydraulic model, dry and wet weather flow analysis, model calibration and verification using the InfoWorks hydraulic model software. Responsible for preparing existing conditions analysis, hydraulic model quality control and quality assurance, workload projections, work task assignments and budget and schedule oversight.

#### **KC Water Comprehensive Wastewater Master Plan | Kansas City, Missouri**

**Collection System Engineer.** As a Project Engineer for the project, Alicia provided technical oversight and engineering for the development of the sanitary sewer hydraulic model, dry and wet weather flow analysis, model calibration and verification using the XP-SWMM and InfoWorks hydraulic model software. She was responsible for preparation of capital improvement projects to meet 2035 projections and coordinate consent decree requirements. Burns & McDonnell is developing a Comprehensive Wastewater Master Plan to allow for long-term planning of capital and operating needs for 2,800 miles of collection system, 50 pumping stations and six treatment facilities through a planning horizon of 2035. The Plan covers a broad range of topics that touch nearly every aspect of WSDs facilities and operations activities.





# Grants & Funding Solutions

## Tracy Streeter

Tracy has more than 35 years of experience in the consulting industry. Prior to joining Burns & McDonnell, Tracy served as a director for over 14 years where his primary responsibility was aiding in the development and implementation of the Kansas Water Plan. He has also collaborated on various water projects throughout the state of Kansas and understands the water industry. In addition, Tracy has served on the board of directors for the Western States Water Council, Missouri River Association of State and Tribes and the National Association of State Conservation Agencies. He also chaired the Governor's Drought Response Team and the state's Geographic Information Systems Policy Board.

### BIOGRAPHY

**Years of Experience**  
35

**Education**  
MS, Public  
Administration

BS, Agriculture  
Economics

*Tracy is familiar with the City's municipal water rights and the Operations Agreement for the MDC PUA District No. 2, of which Bel Aire is a member. As part of the master planning effort, he is equipped to assess the City's water sources and provide advice and support on state and federal funding opportunities.*

### RELEVANT EXPERIENCE

#### Northwest Water Treatment Facility | City of Wichita, Kansas

**Regulatory Compliance Support.** The City of Wichita currently operates the Main Water Treatment Facility (MWTF), a surface water, softening facility rated for 160.0 MGD. With a plant more than 60 years old and without necessary redundancies, the City has long recognized a risk with serving its more than 550,000 customer-base from one facility. To provide redundancy to the City of Wichita's customers, Burns & McDonnell is designing and building the new Northwest Wichita Water Facility (NWWF) to provide an additional 120.0 MGD of treatment. Tracy's responsibilities involved coordinating various regulatory aspects for the project including securing an Action Permit through the Kansas Department of Wildlife Parks & Tourism for the protection of state-listed threatened and endangered species. He also managed the development of a habitat mitigation project and conservation easement required as a condition of the KDWPT action permit.

#### American Royal New Campus | American Royal Association Inc. | Kansas City, Kansas

**Project Coordination Liaison.** Burns & McDonnell completed a wetland delineation and permitting for the project. With impacts to ephemeral streams and adjacent wetlands, an individual permit application was put together and submitted to the US Army Corps of Engineers (USACE). When the Navigable Waters Protection Rule went into effect, a request for re-evaluation of jurisdictional status was submitted. An approved jurisdictional determination and "no permit required" letter was received. Burns & McDonnell also completed a cultural resources investigation and report for the project. Tracy served in a coordination role with the American Royal and Burns & McDonnell's Environmental Services to secure the necessary permits required by the USACE and KDHE under the Clean Water Act, Section 404 and NPDES.

#### McPherson BPU New Water Source Development | McPherson Board of Public Utilities

**Finance and Funding.** Burns & McDonnell provided planning and evaluation for the development of an alternate water supply source for the McPherson BPU. Due to declining water levels within the existing well field, BPU required a supplemental source of supply in order to reduce the use of existing groundwater resources to sustainable levels. Sources evaluated included both surface water and groundwater. The development of a new well field was selected for additional evaluation. The project includes preliminary design of the well field, approximately 20 miles of raw water pipeline and a new water treatment facility. Groundwater modeling and new water right applications were also included. Tracy assisted in the coordination and financial aspects on the McPherson BPU South Wellfield project. He evaluated financing and state and federal funding opportunities.

#### Wastewater Treatment Plant | Arkansas City, Kansas

**Finance and Funding.** Burns & McDonnell entered into a Phase I Preliminary Design-Build Agreement with the city of Arkansas City to conduct a facility plan for improvements to their

wastewater treatment plant, conceptual design, investigation of potential funding opportunities and development of a rate impact model. Tracy has engaged the city in discussions regarding SRF, principal forgiveness and Water Infrastructure Finance and Innovations Act (WIFIA) opportunities. He is also monitoring the recently announced Infrastructure Initiative by President Biden and infrastructure initiatives being deliberated by the United States Congress.



# 5 Work Samples and References

*In choosing Burns & McDonnell, the City of Bel Aire will receive a true partner – one your staff has worked with to deliver master plans before and one who will be by your side as projects within your 10-year CIP move forward. This continuity will be no ramp up time and recommendations that can save you initial implementation costs and long-term maintenance and operational costs.*

## REFERENCES

Nearly 85% of our business comes from long-term, repeat clients. We encourage you to contact the references below and ask about our performance on the projects included in this section.

### Water and Wastewater Master Plan

City of Iola, Kansas  
Corey Schinstock, Assistant City Administrator  
620-365-4908  
[corey.schinstock@cityofiola.com](mailto:corey.schinstock@cityofiola.com)

### Water System Hydraulic Model and Master Plan

City of Lebanon, Missouri  
Eric Mork, Environmental Superintendent  
417-991-3950  
[emork@lebanonmo.org](mailto:emork@lebanonmo.org)

### Wastewater Master Plan

City of Edgerton, Kansas  
Dan Merkh, Utilities/Public Works Director  
913-893-6231  
[dmerkh@edgertonks.org](mailto:dmerkh@edgertonks.org)



# Water and Wastewater Master Plan

Iola, Kansas

The City of Iola has a population of about 5,300 which is served by 45 miles of sewers ranging in size from 6-inches to 36-inches diameter and six pump stations. Additionally, the City is a wholesale water service provider to the City of Gas, RWD8 and RWD 3. Burns & McDonnell was contracted to assess the capacity of the City's water and wastewater systems, develop capital improvements and prioritize existing programs.

## Water Master Plan

This project included water model construction, field testing for model calibration, evaluation of historical demands and water usage to evaluate planning level demand conditions, hydraulic analysis of the existing system, regulatory review of existing and anticipated water quality standards applicable to the City, prioritizing the City's current water main replacement program and capital improvements planning.

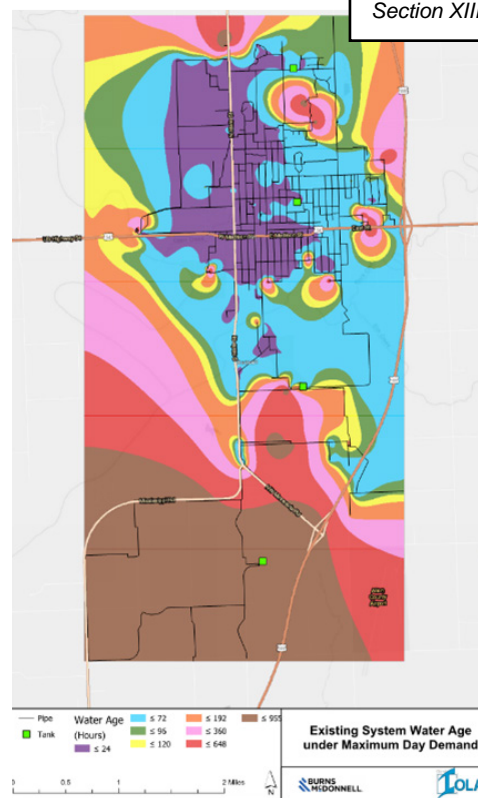
The hydraulic model was built using a combination of data and information from the City's water system GIS and CADD files. Field testing activities was performed for model calibration and included fire hydrant tests and pressure monitoring in the distribution system via data loggers. Hydraulic analyses are conducted with the model to evaluate system hydraulics with respect to high service pumping, storage, water age and distribution water main network and capital improvements.

The hydraulic model was used to evaluate existing distribution system components for a maximum day demand of 2.0-MGD, a peak hour demand of 3.4-MGD and minimum hour demand of 0.8-MGD. An EPS was also developed in the model to evaluate water age in the existing distribution system under maximum and average day demands. The modeling efforts were conducted to assess the pumping, storage, pressure, fire flow and water age standing of the existing distribution system and identify capital improvements in each of these areas including redundancy and reliability water main improvements. The capital improvements are prioritized and include implementation triggers and opinions of probable cost in today's dollars.

## Wastewater Master Plan

Burns & McDonnell developed a new InfoWorks ICM hydraulic model to evaluate system capacity and schedule improvements, including relief sewers, pump station consolidation and I/I reduction. Our team reviewed the City's existing sewer records and incorporated survey data into the hydraulic model. Five flow meters and two rainfall gauges were installed and maintained by our in-house field services team, allowing flexible installation of flow monitoring equipment, data collection and equipment removal for the City.

We evaluated areas of high I/I and sewer capacity restrictions to produce a prioritized sewer improvement and rehabilitation schedule. The I/I prioritization was derived from a cost-effective analysis and the hydraulic model results. We worked with the City to coordinate capital improvement projects with known improvements to pump station conditions. This provided the City with one source for capital improvement planning.



# Water System Hydraulic Model and Master Plan

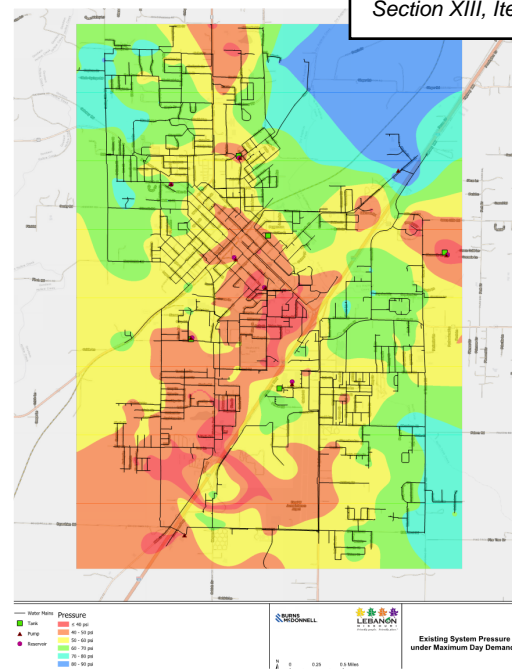
Lebanon, Missouri

The 2019 Water Master Plan includes a hydraulic model, field testing for model calibration, hydraulic evaluation for current and future conditions and a summary of CIPs with associated opinions of probable cost. The master plan includes the hydraulic evaluation of the existing system, five-year planning period and 20-year planning period under maximum day demands of 4.44 MGD, 4.62 MGD and 5.32 MGD, respectively.

Burns and McDonnell conducted a meter-based water demand projection because it considers historical customer class data. Our approach projects meters by customer class which, in lieu of a population-based projection, appropriately weights the permanent residents and its large transient daytime workforce population. Removing the inherent inconsistencies associated with a population-based demand projection for Lebanon fosters greater attention to the end goal of this project which is reliable water master planning uniquely tailored Lebanon's water demand profile. The demand projections also play a pivotal role in the storage analysis because the daytime workforce population heavily influences the equalization storage requirement for the distribution system. Equalization storage is considered the water demand in excess of the 24-hour average daily demand.

Our team evaluated the capacity of the existing wells to assess current well performance, compare current and historical well performance and estimate maximum well yield. The timing of a supply deficiency and the need and timing of new supply sources is identified based on the 20-year water demand projections. City SCADA information from the water distribution system and field test data from 29 fire hydrant tests and data logger deployments for pressure recording are used for model calibration. The current water system geodatabase was collected and reviewed by GIS specialists to develop the model and allocate current customer consumption and elevation data.

Future demands are allocated to the water service area based on the demand projections, growth areas and growth schedule for each area based on input from City staff. The five-year and 20-year planning periods are evaluated to determine the necessary improvements to deliver the water demand projections and fire flow requirements. Recommended improvements and their associated opinion of probable cost are developed for each planning period with prioritization.



## PROJECT INFORMATION

### Client & Reference

City of Lebanon  
1401 W. Commercial St  
Lebanon, Missouri 65536  
Eric Mork  
Environmental  
Superintendent  
417-991-3950  
emork@lebanonmo.org

### Key Dates

Start | August 2018  
End | October 2019

### Project Team

- Ryan Scott
- Cliff Cate

### Relevant Services

- Hydraulic Modeling
- Water Supply Planning
- Master Planning
- Extended Period Simulation
- Storage Analysis
- Water Age Analysis
- Fire Flow analysis
- Model Calibration
- Field Testing
- CIP Planning

## Wastewater Master Plan

Edgerton, Kansas

Since 2013, the City of Edgerton, with a population of nearly 1,700 residents, has been experiencing unprecedented growth at the Logistics Park of Kansas City as well as surrounding areas. Businesses continue to move into the area and rapid residential growth could present itself at any time. With these changes, the City is also experiencing growth and residential development in the area. With these exciting additions, the City took steps to assess and evaluate its collection system and Big Bull Creek WWTF's capability to take on these customers.

Burns & McDonnell was engaged to identify and prioritize areas of concern, capital projects, operational costs in a comprehensive City-wide wastewater master plan. This master plan will serve as a guide for the City to properly plan, budget and maintain a sustainable wastewater management system.

Using the data gathered from the Johnson County's AIMS database, City staff and data collection efforts, Burns & McDonnell created hydraulic model that included manholes and pipes up to 12-inches and larger and connected lift stations.

Flow meters were installed in strategic locations throughout the collection system during the rainy months to capture dry and wet weather flows for model calibration and for I/I analysis. Following the flow monitoring period, each metered subbasin was ranked based on wet weather peaking factors, inflow, infiltration and total I/I. This ranking was used to develop a five-year plan to identify, assess and reduce I/I in a manner where the City gets the "biggest bang for the buck."

The hydraulic model was further calibrated based on the flow metering data, as well as incorporating the City's lift station data, which now simulates actual flows through their system.

Early in the project, flow and loading projections were developed to identify the necessary future collection system and treatment system capacity. The assessment included an evaluation of usage trends and water quality characteristics, particularly for current and potential large users in the service area.

Once a LOS or design storm was identified, the hydraulic model evaluated various design and growth scenarios. Where hydraulic deficiencies or constrictions were present, including lift station capacities, additional analysis was conducted to determine the cause. Where wet weather flows were determined to be the cause, I/I removal scenarios were analyzed to determine cost-effective solutions. These solutions included a combination of I/I removal, gravity and lift station capacity improvements and lift station consolidation.

The City was provided with a tool that included the condition and capacity for all major components at the WWTF, as well as needs-based growth projections and potential future effluent water quality requirements. The team further led a workshop where potential plant improvements and alternative technologies to meet future flow and loadings to the Big Bull Creek WWTF were developed and vetted.

Once the collection system and treatment plant improvements are fully identified, the alternatives will be incorporated into a master planning toolkit the City can use to plan and budget for improvements based on the community's needs. This capital improvements planning tool will be structured by triggers in land developments coupled with the hydraulic and organic loading data. The planning tool will use real-time data to regularly update the order and schedule of needed capital improvement projects.

### PROJECT INFORMATION

#### Client & Reference

City of Edgerton  
404 East Nelson  
Edgerton, Kansas 66021  
Dan Merkh  
Utilities/Public Works  
Director  
913-893-6231  
dmerkh@edgertonks.org

#### Key Dates

Start | April 2020  
End | June 2021 (est.)

#### Project Team

- Cliff Cate
- Alicia Chase

#### Relevant Services

- Hydraulic Model Development
- Network Construction
- Flow Monitoring
- Flow Data Analysis
- Hydraulic Model Calibration
- I/I Reduction
- CIP Development
- Funding Assessment
- Treatment Plant Evaluation

# 6 Proposed Fees and Schedule

Based on our extensive experience delivering integrated master plans for utilities of comparable size to Bel Aire in terms of population, service area, water demand, and collection system infrastructure and our understanding of the City's desired outcome, **there are items not specifically included in the RFP which should be considered to deliver a comprehensive master plan accompanied by reliable and defensible hydraulic models.**

This may consist of additional fieldwork and as-built research to improve the hydraulic modeling performance, update your GIS mapping, and better position the City for an asset management program to improve overall efficiency in operations & maintenance (O&M) and capital planning.

Another component not explicitly identified in the RFP but essential in integrated master planning is redundancy and resiliency planning for an unexpected loss of service to critical facilities (i.e., critical main failure, loss of elevated storage (planned or unplanned), loss of power high service pumping, loss of process treatment/supply, etc.). In addition, the ability to continue providing a minimum level of service standards through emergency connections, the capacity of elevated storage, etc. Resiliency and redundancy evaluations work two ways to safeguard Bel Aire and during times when Bel Aire can safeguard others. **The need for system resiliency is magnified in those utilities where source, supply, treatment, and pumping are shared and provided by a collective entity such as CCUA other than the City itself.**

*We are excited about the City's desire to move forward with master planning and would welcome the opportunity to discuss our thoughts and approach that may enhance the success of your projects. Below and the following page are our estimated costs to complete your master plans. These costs are based on the information that has been provided, the tasks that were outlined in the RFP, and the following assumptions.*

## Water Distribution System Master Plan // \$87,000

Additional Hydrant Testing: \$0 (per hydrant if completed during project testing period, includes model calibration labor and expenses)

Assumptions	<ul style="list-style-type: none"> <li>Water system GIS pipe connectivity is accurate and includes pipe diameter.</li> <li>Billing records for all customers is available with monthly or annual consumption with meter address or meter coordinates.</li> <li>Up to five (5) in-person meetings throughout the project to be coordinated with the Sanitary Sewer Collection System Master Plan</li> </ul>
Value-Added Services No-Cost Services (if requested by the City)	<ul style="list-style-type: none"> <li>Mobilize and perform fire hydrant testing in advance of contract execution.</li> <li>Data logger (14 recorders) deployment during fire hydrant testing for comprehensive model calibration.</li> <li>Model calibration runs for fire hydrant test with data logger locations.</li> <li>Prepare low, moderate, and high water demand projections; work with City to select one projection.</li> <li>System head curve development for high service pump curve review.</li> <li>Quantitative storage analysis based on selected water demand projection.</li> <li>Distribution system water age analysis via extended period simulation modeling.</li> <li>Virtual model training or in-person (one day) at Burns &amp; McDonnell headquarters in Kansas City (City travel expenses not included).</li> </ul>
Milestone Schedule	<ul style="list-style-type: none"> <li><i>Fire hydrant testing and data logger deployment: within 10 days of selection</i></li> <li>Notice-to-proceed (NTP): within 14 days from executed contract</li> <li>Draft Water Master Plan: within 180 days of NTP</li> <li>City Council meeting or workshop presentation: after receipt of draft Water Master Plan comments.</li> <li>Final Water Master Plan: within 2 weeks of draft report comments or City Council meeting/workshop.</li> </ul>

*Proposed Fees and Schedule continue on the following page*

### Sanitary Sewer Collection System Master Plan // \$149,700

Additional depth/velocity meter (30 days, \$70/meter day): \$2,100 (per meter if completed during the monitoring period or if meter period extended)

Assumptions	<ul style="list-style-type: none"> <li>Sanitary sewer system GIS pipe connectivity is accurate.</li> <li>Pipe slopes for model development based on assumed vertical profiles.</li> <li>Population and land use based on City's current master land use plan</li> <li>Future condition extents and land use assumptions provided by City</li> <li>Up to five (5) in-person meetings throughout the project to be coordinated with the Water Distribution System Master Plan.</li> </ul>
Value-Added Services No-Cost Services (if requested by the City)	<ul style="list-style-type: none"> <li><i>Monitoring wet weather events is critical for calibrating and simulating an accurate hydraulic model. We understand this and are willing to mobilize and install flow monitors as soon as the selection has been made, prior to executed contract if need be. <b>Mobilize and install flow monitors in advance of contract execution to capture potential rain events.</b></i></li> <li>Install and provide two (2) rain gauges to be in conjunction with the flow monitoring period.</li> <li>Flow data of actual system dry weather and wet weather response.</li> <li>Return period analysis for support selecting level of service</li> <li>Virtual model training or in-person (one day) at Burns &amp; McDonnell headquarters in Kansas City (City travel expenses not included).</li> </ul>
Milestone Schedule	<ul style="list-style-type: none"> <li>Flow monitoring: within 14-days of selection</li> <li>Notice-to-proceed (NTP): within 14 days from executed contract</li> <li>Draft Sanitary Sewer Collection System Master Plan: within 180 days of NTP</li> <li>City Council meeting or workshop presentation: after receipt of draft Sanitary Sewer Collection System Master Plan comments.</li> <li>Final Sanitary Sewer Collection System Master Plan: within 2 weeks of draft report comments or City Council meeting/workshop.</li> </ul>
<b>On-Call Services</b> On Call services will be provided based on the scope of services requested by the City at the hourly and unit rates provided in the attached rate schedule. For On-Call Modeling Services, the following are general cost ranges based on hourly rates with a typical 72-hour turnaround with results summary via email.	
Water Distribution System Modeling Services: (0 to 8 hours, \$0 to \$1,200)	<ul style="list-style-type: none"> <li>Preliminary water main sizing with proposed alignment or alignment evaluation for development opportunities</li> <li>Confirm proposed water main sizing and alignment with level of service conditions</li> <li>Fire flow analysis for development opportunities</li> <li>Hydraulic analysis for development opportunities</li> <li>Water demand estimate for development opportunities</li> <li>Model updates including areas with new pipes, elevation data, and/or water demand.</li> </ul>
Sanitary Sewer Collection System Modeling Services (0 to 24 hours, \$0 to \$4,500):	<ul style="list-style-type: none"> <li>Preliminary sewer interceptor sizing with proposed alignment evaluation for development opportunities</li> <li>Confirm proposed sewer interceptor sizing and alignment with level of service conditions</li> <li>Hydraulic analysis for development opportunities</li> <li>Model updates including new sewer interceptors and projected flows</li> </ul>
Optional Services	<ul style="list-style-type: none"> <li>MACP Level 1 Inspection + Survey: \$125/MH</li> </ul>



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Kansas City, Missouri 64114  
[burnsmcd.com](http://burnsmcd.com)



August 13, 2022

# Governing Body Retreat



Prepared By:  
Ty Lasher, City Manager

## I. INTRODUCTION

2021 held an election followed by two notable changes occurring in 2022 with the Governing Body. In November of 2021, Mayor Benage was elected to his second term, Justin Smith for his second term and John Welch for his first term after being appointed two years prior. In November of 2022, Greg Davied was elected to his first term with Emily Hamburg and Tyler Dehn being appointed a couple months prior to the retreat. Due to the many new faces, Mayor Benage and I felt a council retreat was in order. The goal being two-fold: education and goal setting. The retreat was held on August 13<sup>th</sup>, 2022, in Council chambers.

The morning sessions touched on the duties of the City Manager, City Attorney and staff versus Mayor and City Council members. Discussion focused on the roles of the Governing Body members as policy makers, legislators, administrators, community leaders and citizen liaisons. Policy was defined and examples given of policy maker verses management. The City Attorney competed a session on the Legalities of Local Government. Training included KOMA, KORA, meeting etiquette, actions, powers, liability, home rule, minutes, executive sessions, planning & zoning, quorum, voting, point of order, conflicts of interest and records. The Finance Director held a session on finances with points covering special assessments, property taxes, appraisals, debt limit, mill levies, revenue neutral rate, budget calendar, sales taxes and bonds. Afternoon sessions looked at how the organization was functioning, areas for improvements, successes and then goal setting. The day ended with an introduction of each Department Head and summary presentation of their department.

Prior to the retreat, Department Heads were given a questionnaire that included the following items:

1. What they liked about their job as well as the organization.
2. Challenges they see facing their department and the City as a whole.
3. Goals they have for their department in the next year.
4. What they wanted Council to know about their department and the organization.
5. Advice for the Governing body.

The Governing Body were also given a questionnaire that included the following items:

1. Introduction of themselves to the other members, why they ran for office and a legacy.
2. Shared why they moved to Bel Aire.
3. Discussed the perception of the organization, what is being done right and what can be improved.
4. Discussion ended with what challenges are facing the City over the next couple years and what needs to be done in the next year.

## II. FEEDBACK

The Following is a thematic summary of the common responses received across most of the questions asked:

### **What the Governing Body needs to know about the organization (Department Heads):**

- Employees have a great understanding of how the city works. They are educated and experienced. Trust your staff.
- Challenges of being understaffed will drive employees away.
- Trying to keep up with increasing needs for services is difficult.
- Staff genuinely care about Bel Aire and take great pride in their work.
- Employees do a great job and are key to the success of the city.
- We train and educate our employees so they can operate at high levels.

### **Advice for the Governing Body (Department Heads):**

- Trust staff – Staff are educated, trained, and experienced. They have knowledge to share that will make your job easier.
- One or two complaints does not necessitate a change.
- Citizens often want things that benefit them. They don't consider the city as a whole. Council should always look at big picture and what impacts the majority.
- Value is important. Price verses quality should be considered.
- Each department has value and provides a service to our citizens.
- Being a service organization, it is difficult to quantify results. Daily routines and challenges vary so much with demands that it is difficult to track workloads.
- Staff has operated with minimum budgets and employees for years. Can't continue to provide quality service without growing staff.
- Share your vision.
- Invest in the future. Equipment, facilities, staffing, etc.

### **Why I live in Bel Aire (Governing Body):**

- Small town feel.
- Close to church and schools.
- Good price for house.
- Access to highways.
- Walking distance to schools.
- Safety.
- Local city government (Not Wichita).

**Successes (Department Heads):**

- Consistently one of the safest cities in Kansas.
- Safe work environment.
- Police Officers are engaged in and with the community
- Making a positive impact on the community.
- A growing community.
- Providing essential, quality of life services, to our citizens.
- A great team and organization.

**Successes (Governing Body):**

- Safe Community.
- Recreation Center.
- Overall good job by staff.
- Communications.
- Customer Service.
- City Manager emails.

**Opportunities for Improvements (Department Heads):**

- Staffing imbalances – Being understaffed creates burnout and large workloads.
- Addressing the future demands of a growing community.
- Keeping up with utility needs.
- Communicating with residents. (Best ways)
- Water & Sewer Master plan. What improvements need made? How will we service all the new growth?
- Look at facility improvements. (City Hall, Public Works, Parks, Rec Center, HVAC system at City Hall, etc.)
- Balancing the need for more staff with service demands. (Need to add more staff or consider cutting services.)
- Differentiating ourselves from Wichita, Maize, Park City, etc. (Why are we special and how do we build on that?)
- Keeping up with new technologies.
- Replacing or adding equipment.
- Secession planning.
- Records management.
- Keeping up with market pay so as to retain good employees.

**Opportunities for Improvements (Governing Body):**

- Graffiti in parks.
- Communication.
- Construction trash along 53<sup>rd</sup>
- Technology. (Used to its fullest?)
- Public Education.
- Road Construction / traffic.
- Reviewing / updating the comprehensive growth plan.
- Water rates.
- Lack of sidewalks along arterials.
- Pool.
- Quality of street subcontracting. (Slurry verses micro seals.)
- Not seeing police officers / Seeing too many police officers.
- Gavel Roads.
- CCUA

**III. CONCLUSION**

Consensus among the Department Heads and Governing Body was a successful retreat. Everyone enjoyed learning about each other, their families, careers, education, and expertise. The education portion was much appreciated by the new Governing Body members. Understanding the roles, legalities and finances were a good refresher for seasoned members and appreciated by those new to the council. Department Heads meeting the Governing Body was valued by both groups.

The identified success by each group were very closely aligned. Both the Department Heads and Governing Body value communication, customer service, positive interactions with the public, quality of life importance and the good job done by all those employed by the organization. The Department Heads did want to share how much they enjoy their jobs, working for the organization, and the work environment.

Opportunities for improvements were more diverse between the Department Heads and Governing Body. Department Heads looked both internally and external for needed improvements. Council was more focused externally in dealing with constituents. However, a number of similar goals were shared.

**IV. ACTIONS:**

As City Manager, here are my goals for the next year taken from the opportunities for improvements:

1. Graffiti in parks – PD and Parks will work together on identifying the perpetrators. A trail camera may be used and staff will share when graffiti



appears so that PD can increase patrols. Parks staff will continue Monday inspections of parks to make any needed repairs from over the weekend.

2. Communication – Tristin is working on filling the open part-time position. This person will take some of the HR duties off her plate and assist with improving communication. They will also be a backup when Tristin is out which we currently do not have.
3. Construction trash along 53<sup>rd</sup> Street – Code Enforcement will continue working with builders to make sure they cleanup their trash that blows off the property. Public Works will work with Sunrise Christian Academy as well as look for other organizations to volunteer picking up trash.
4. Technology (Used to its fullest.) – I will visit with each department regarding the software they use, is it being utilized fully and then set a timeline for full implementation. I will also make sure all staff is trained on the technology we have implemented. Ted will be looking at new software for his department that may increase efficiencies using ARPA funds.
5. Comprehensive Growth Plan – I will work with Jay to makes sure the plan is reviewed and update within the next year. I have also requested he bring a revised zoning code to be considered within the next 12 months.
6. Public Education – Tristin will be assisting with more education or delegate this to her new hire.
7. Road Construction / Traffic – Woodlawn is set to be completed the summer of 2023 which will solve that issue. Council has set a robust street preservation and replacement program so we will likely be seeing road work for many years to come. We will work with contractors to minimize traffic inconveniences as well as increase public education.
8. Water rates – We have been successful in keeping water rates level for many years. That will continue to be a goal. New customers do help spread the cost of operations over more people. But at some point, the new demands may increase the need for CCUA plant improvements that will impact rates from added debt service.
9. Lack of sidewalks along arterials – Woodlawn completion will solve one piece of that. Staff is working on bids to finish the sidewalk along Woodlawn from Central Park to Isely this year. This will create the ability for someone to walk from 53<sup>rd</sup> street to 37<sup>th</sup> street, the entire length of Woodlawn. Any other new arterial street improvements will be designed with a sidewalk to increase walkability.
10. Pool – Rec staff will bring bids for a new liner as well as new plaster this fall. Improvements should be done before the pool opens in 2023.
11. Quality of street subcontracting (Slurry verses micro seals). PEC is currently working on the street repairs for 2022 and will bring bids with various surfaces for council to consider. Using a different application may help with the public appearances.
12. Not seeing police officers / Seeing too many police officers – This is a typical response for most services we provide. Some people are rarely out and don't

see officers driving by. People who are out often may think they see too many. The data shows we are under served by police officers and council is adding staff to meet the Sedgwick County average. There is little that can be for public perception of seeing too many officers or not enough. We'll work to improve public education on the services we provide to create a base line for citizens to understand.

13. Gavel Roads – Council circulated petitions for each subdivision containing gravel streets. If there is a 51% no vote, council will need to determine what, if anything, changes. The 2023 budget contains \$10,000 for maintenance. Staff will work continue to look for new material, grading and other ideas.
14. CCUA – I will continue working with the team in place to finalize the performance and financial audits in 2022. The team will then make recommendations to the Bel Aire City Council and CCUA on how to make supply, operations and debt service more equitable based on usage. The goal is for this to be completed in 2022.
15. Staffing imbalances (Being understaffed creates burnout and large workloads): Council added three positions in the 2023 budget. I will work with Department Heads for efficiencies or changes that could also be made to reduce workloads.
16. Update City Hall HVAC – I will ask Keith and Ted to get bids for the replacement of the HVAC system at City Hall. We will also evaluate the cost of repairs over the last few years to determine the best option of moving forward.
17. Water & Sewer Master Plan – Anne will be bringing RFP's to Council for an engineering water and sewer master plan study in 2022. This will evaluate pressures, main sizes, capacities, etc. of the current system and make recommendations for future improvements to meet the growing demands of the community.
18. Look at facility improvements – The 2023 budget did include a preliminary design and cost estimate for a new public works facility.
19. Balancing the need for more staff with service demands – I will work with the Department Heads to determine if there are organizational changes that might be considered to meet service demands.
20. Differentiating ourselves from Wichita, Maize, Park City, etc. – Tristin will use the benefits outlined in the retreat section on why you live in Bel Aire. I know those are a good representation of our citizens vies as well. We'll increase marketing efforts using those benefits.
21. Secession planning – Council has addressed this with the City Manager. I will work with the Department Heads to identify those who may be retiring in the next five years and how we are planning for succession.
22. Keeping up with market pay so as to retain good employees - Ted and I are working on a revised pay plan to present in 2022. This will include new market data. Council included a 5% pay increase as well as bonus program for 2023 to address this issue.

*City of Bel Aire, Kansas*

## STAFF REPORT

DATE: August 25, 2022

TO: Governing Body, City Manager

FROM: Planning Commission

RE: August 23, 2022



### **PUD-22-01. Proposed changing the current PUD to allow R-6 multi-family zoning and amended parking requirements. (Arthur Heights PUD)**

Planning Commission reviewed the applicants request to change the current PUD to allow R-6 multi-family zoning for Arthur Heights. This property is located immediately west of the northwest corner of 45<sup>th</sup> and Woodlawn. Ken Lee of Garver, LLC was present to represent the property owner, Russ Relph to discuss the application. Mr. Lee spoke to some of the requests that were previously made by the Planning Commission regarding amendments to the original application that was tabled at the previous Planning Commission meeting. The first item discussed as a request from the Planning Commission was to adhere to City regulations concerning the need to have two (2) parking stalls per unit. Mr. Lee explained that the required amount of parking would be seventy-two (72) stalls to accommodate the requirement and the amended PUD contains seventy-seven (77) parking stalls. This was completed by eliminating two dwellings from the original twenty (20) dwelling units to eighteen (18). The space vacated by the two (2) became a “green space” for residents. The second item discussed was installing a perimeter fence for screening purposes. Mr. Lee explained the amended PUD would have a 6 or 8-foot fence on most of the perimeter and then a row of Emerald Green Arborvitae trees on the southwest boundary of the property for screening purposes. Another change that was made was working with the Sedgwick County Fire Department on narrowing the entry way to allow for more green space. Mr. Lee also spoke to adding inlets to maintain the amount of possible water that could come onto the property.

Commissioners asked questions regarding the proposed changes in terms of maturity of planted screening, building plans of the conceptual dwelling drawings, maintenance of the green spaces, drainage retention, and easement encroachment of the trash enclosure. Mr. Lee explained the maturity time of the Arborvitae being between 8 to 10 years, that buildings would be built to code but would not have a back door, any maintenance of the green spaces would be carried out by the owner through a landscape company, the retention and detention of water runoff would be sufficient and drain through the Woodlawn project and off of the property, and the understanding that easement encroachment is done so at the responsibility of the owner.

Following this discussion, Chairman Schmidt opened the floor to residents and allotted each resident with three (3) minutes to express grievances, concerns, or support. The Planning Commission also allowed Mr. Lee to address these concerns after all residents spoke. The first to speak was Dennis McCallum, 4650 N Hillcrest, spoke to sharing 150 ft of shared property line with the PUD and stated that he was worried about his property value dropping and the possibility of more calls to the Bel Aire Police Department. Another concern was the drainage issue on his property and the concern that



adding this development may increase said water issues. The next to speak was Carol Russell, 6218 E 45<sup>th</sup> St. Her concern was with the trees that would abut her property line as screening and the possibility of children running in and out of the tree line. She was also concerned with individuals hiding in said trees to attack her on her way home. The last citizen to voice concern was Gary Jantz, 6200 E 45<sup>th</sup> St N, had concerns about the density of the PUD and the possible fire event that could take place. He was also concerned with the setbacks from the property lines proposed. Concern also arose regarding the gas pipeline on the southern portion of the property. He stated feeling violated by loss of privacy and stolen property due to lowering property values.

Mr. Lee was given the opportunity to discuss the concerns and answered questions and specific issues that citizens mentioned.

Following the public hearing, Planning Commission considered the evidence and discussed the following factors based on the Criteria for Review established in section 5.02 (D) of the Zoning Regulation. A significant amount of discussion circled around factors commonly known as the Golden Factors, below are notes of *some* of the Golden Factors discussion:

Character of the neighborhood:

- The PUD plan presented is an improvement for the character of the neighborhood compared to other applications. The surrounding area has several different zoning types and that allows the PUD to fit into the existing character of the neighborhood and hence appropriate.

Zoning uses of nearby property:

- The surrounding zoning is C-1, C-2, R-2, R-4, R-5, and R-6. This supports the new zoning with surrounding properties.

Suitability of the property for the uses to which it is restricted:

- The Planning Commission discussed the use as an R-6 density as opposed to the R-5 density and that it is a combination of the two. The addition of green space is helpful in the R-6 zoning.

The extent to which removal of the restrictions will detrimentally affect nearby property:

- The engineered design of the drainage system presented by the civil engineers indicate that the chances for run-off or water issues on other properties would be satisfactory.

The length of time the subject property has remained vacant as zoned:

- The property has remained vacant under the current PUD and the zoning before which supports approval.

Having thoroughly reviewed the issue Planning Commission voted (by passing a 5-0 motion) to **recommend changing the partial zoning within the current PUD to allow R-6 multi-family housing with the condition of a default eight (8) foot fence or appropriate screening as otherwise mutually agreed upon with neighboring properties.**

**ZON-22-05 Rezoning: Approximately 71 acres zoned AG to M-1 Industrial. Currently used as farmland. Was recently annexed into city. (Located at the southwest corner of HWY 254 and Webb Rd.**

The Planning Commission reviewed the application for a rezoning of AG to M-1 Industrial at the southwest corner of Hwy 254 and Webb Rd. Property was recently annexed by the City.

The hearing was opened, and the Chairman opened the floor to residents and allotted each with three (3) minutes to express grievances, concerns, or support. Franklin Vespa, owner of the property directly east of the application, spoke with concerns for the rezoning. He stated that he would not have purchased his property if he had known an industrial zone would be allowed next to his property. He has concerns for lowering property values, increase in crime, excessive noise and lighting, and environmental issues.

After hearing concerns, the Planning Commission discussed the zoning change to the south of the property becoming residential. It was also stated that M-1 Industrial zoning would require a PUD and that the residential area to the south should be taken into consideration when that arises. There was discussion as to ideas that the developer may have in mind for the property from a PowerPoint showed to the Planning Commission in a previous meeting. Questions were asked regarding the airspace from Jabara airport. The attorney explained that, in communication with the airport, Jabara would not be opposed to any rezoning or changes as long as it did not affect the airspace around their property. Therefore, communication between the City and Jabara would have to take place regarding future PUDs.

#### Character of the Neighborhood

- Comments were made involving the rezoning of this property is in continuation of what has been planned in the area with other rezonings.

#### Conformance of the Requested Change to the Adopted or Recognized Master Plan Being Utilized by the City

- It agrees with the master plan which contemplates a unique commercial district. It should be a large commercial destination.

#### Zoning and Uses of Nearby Properties

- The zoning around the property is M-1, C-2, AG, and Sedgwick County RR.

After consideration of the Golden Factors and the request for the zoning change, the Planning Commission voted (by passing a 5-0 motion) to **recommend the request to rezone certain recently annexed property at the southwest corner of Hwy 254 and Webb Rd. Containing approximately 71 acres from AG to M-1 Industrial use without changes or conditions.**

The Planning Commission voted (by passing a 5-0 motion) to approve the next meeting date of September 8<sup>th</sup>, 2022, at 6:30.

City of Bel Aire Utility Advisory Committee Minutes  
Wednesday July 20, 2022

1. Call to Order: meeting called to order by Chairman Tenbrink at 3:05 PM.
2. Roll Call: UAC members present – Markley, Broyles, Tenbrink. Bill Moss was absent due to back surgery. Also, in attendance; Bel Aire City Mayor Jim Benage and City Code Enforcement official Garret Wichman. Jaci Kelly, City Attorney arrived later to the meeting.
3. Approval of Agenda: Motion by Markley to approve the agenda, seconded by Broyles. Agenda approved.
4. Approval of June 8, 2022, Meeting Minutes. Motion by Markley to approve the minutes, seconded by Broyles. Minutes approved.
5. New Business:
  - A. Appointment of temporary acting UAC Secretary. Dan Broyles was appointed interim secretary to fill Tyler Dehn position for the remaining year.
  - B. Status of backflow preventer inspection deadline. Garret Wichman, from the city code enforcement office gave a summary of his resume, he has been with the city since May 2022. Then gave the status of the backflow preventer inspection. He stated as of this date the city was at 72% in compliance receiving backflow preventer inspection data and still receiving inspection certificate every day. Some lawn care companies are holding back sending the inspection data until they have several to send at once. Letters has been sent out to those individuals who have not complied to the inspection that was due by June 1<sup>st</sup>. Many letters have been returned indicating that a people at those addresses have moved. New home owners or new renters now living at those addresses may not be aware of the required inspection for the backflow preventor or may not be aware that there is a lawn sprinkler system in their yard. Mr. Wichman stated if the resident wanted to disable the sprinkler system, they would have to have the backflow preventer inspected before the sprinkler system was disabled. The committee disagreed that someone who was going to disconnect their sprinkler system had to have the backflow preventer inspected before they disable the sprinkler system. Mr. Wichman said he would check with Jay Cook if this was a city requirement. Looking forward Mr. Wichman stated for 2024 inspection the city would implement a computer program with I-Work (sp) that would enable the lawn care companies to send the city the inspection data electronically at the time they completed the inspection.
  - C. UAC by-laws appointment term changes by seat. The committee had requested a change to the UAC by-laws to stagger the appointment dates to prevent everyone's term expiring at the same time. Jaci Kelly, city attorney, has revise the by-laws for the committee to review before submitting the changes to the city governing body. Seats held by Broyles and Markley will be for two years, seats held by Tenbrink, and open seat will be for three years, and the fifth seat held by Moss will be for one year.

After a review of the amended by-laws Markley moved to except the revised by-laws, second by Broyles. The new by-laws were approved to be forward to the city staff for the governing body to approve.

D. Candidates for open UAC seat. Mayor Benage stated he had reached out to a couple of people but did not get any response. No one else had any candidates.

E. July and August "Did You Know" Tenbrink submitted earlier the July "DYK" to meet the submittal deadline to the city staff. For the August "DYK" Tenbrink asked who starts a "Boil Water Alert". After a brief discussion it was unclear who did it for Bel Aire. The committee will look at a procedure for Bel Aire to communicate to Bel Aire public.

6. Round table discussion:

A. Markley – No report

B. Broyles - No report.

C Mayor Benage – No report

D. Tenbrink – Reported early voting at Bel Aire city hall would be July 29<sup>th</sup> and Aug 1<sup>st</sup>. Melissa Krehbiel was now a certified Municipal City Clerk. Also, asked what was the biggest danger to our health? The answer: The air we breathe.

7. Next UAC meeting August 10, 2022 @ 3-5 PM at City Hall Senior Center.

8. Motion by Markley to adjourn, second by Broyles. Meeting adjourned at 4:22 PM

Dan Broyles

UAC Interim Secretary



## MANAGERS REPORT

**DATE:** September 2, 2022  
**TO:** Mayor Benage and City Council  
**FROM:** Ty Lasher, City Manager  
**RE:** September 7, 2022 Agenda

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

The Consent Agenda contains the Minutes of the August 16th Council meeting. It also contains two Amending Resolutions and a related Amending Petition for Improvements to serve Phase 1 of Skyview at Block 49 2nd Addition. At the August 16<sup>th</sup> Council meeting, a related petition was approved for Phase 1 Sanitary Sewer, Skyview at Block 49 2nd Addition. As sometimes happens, the bid amounts for these improvements came in over the original petition amount. The Developer has decided to accept the extra costs and re-petition these improvements. The costs will ultimately be bonded and spread as special assessments to the benefitting lots.

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

This reporting period includes one payroll. CMW billed for 4 AC Unit repairs completed in the month of June. Units 5, 9 and Number 6 was fixed twice in that month. The City switched from individual Adobe subscriptions to a single Adobe account. Any individual paid accounts are being credited back to the city. Page 1 shows the annual subscription of \$2,291 for the users. The Adobe expense of \$209.48 will be credited back next month. Page 3 shows an expense to Fuzzy Tacos. This is for two separate meal days for UB staff due to workload and therefore staff working through lunch break.

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

There are several requested appearances on the agenda for this meeting. Dakota Zimmerman with Garver will provide his regular update on Woodlawn Construction progress. Gary O'Neal asked to give a report on the Bel Aire Chamber's recent activities. Finally, Larry Kleeman with Ranson City Code Financial will give us a preview of the new searchable City Code.

**Public Hearing (Item IX)**

Two public hearings are on the agenda.

*Revenue Neutral Rate* – State law now requires a public hearing be held before the City can approve any tax rate that would go above the “revenue neutral rate” which is 39.722 mills according to the state’s calculations. The purpose of the public hearing is to give property owners and other interested parties the opportunity to speak on exceeding the Revenue Neutral Rate.

*2023 City of Bel Aire Budget* – State law also requires a public hearing before the annual budget is approved. The purpose of the public hearing is to give property owners and other interested parties the opportunity to speak on the proposed 2023 City of Bel Aire Budget.

**Resolution, Revenue Neutral Rate (Item A)**

If approved, the Resolution will enable the budget to exceed the Revenue Neutral Rate. The Resolution will require a roll call vote of the councilmembers.

**2023 City of Bel Aire Budget (Item B)**

Council held final discussions on the proposed 2023 budget at the August 9<sup>th</sup> workshop. On August 16<sup>th</sup> the Council approved the summary numbers and mill rate to be published and scheduled a public hearing for September 7<sup>th</sup>. The public hearing will be held earlier in this meeting. Line items can be adjusted within the budget and dollars lowered before the final budget is approved. However, the total numbers and mill levy cannot be increased once published. Staff feels the final numbers reflect Council direction from the workshops and recommends the budget be adopted.

**General Obligation Bonds, Series 2022A (Item C-D)**

On August 2<sup>nd</sup>, Council authorized the sale of general obligation bonds. These bonds will retire temp notes for projects that were special assessed. Bids are scheduled to be taken for the bonds on September 7<sup>th</sup>, before the Council meeting. The bond will be for 20 years and special assessments collected from the benefiting lots will cover the annual bond payments. Per state statute, a notice of public hearing was published in the Ark Valley News, and the hearing was held at the August 26<sup>th</sup> Council meeting. Now the Ordinance and Resolution (Items C & D) come before Council for consideration. The Ordinance will finalize the sale to the chosen bidder, and the Resolution will determine further details, such as delivery of the Bonds. Kevin Cowan will be at the meeting to answer any questions. Below are the specific projects with dollar amounts being funded via the GO bond:

<b><u>Project Description</u></b>	<b><u>Res. No.</u></b>	<b><u>Authority (K.S.A.)</u></b>	<b><u>Amount</u></b>
<b><i>Villas at Prestwick Phase 1</i></b>			
Drainage	R-18-05	K.S.A. 12-6a01 <i>et seq.</i>	\$185,616.19
Street	R-18-07	K.S.A. 12-6a01 <i>et seq.</i>	417,387.68
Sanitary Sewer	R-18-09	K.S.A. 12-6a01 <i>et seq.</i>	209,937.43
Water Distribution	R-18-11	K.S.A. 12-6a01 <i>et seq.</i>	119,210.42
<b><i>Rock Springs Addition Phase 6</i></b>			
Paving	R-19-04	K.S.A. 12-6a01 <i>et seq.</i>	337,719.94
Water	R-19-05	K.S.A. 12-6a01 <i>et seq.</i>	51,787.67
<b><i>Rock Spring 3<sup>rd</sup> Addition</i></b>			
Paving, Phase 1	R-21-26	K.S.A. 12-6a01 <i>et seq.</i>	619,746.11
Sewer, Phase 1	R-21-28	K.S.A. 12-6a01 <i>et seq.</i>	181,302.15
Drainage	R-21-30	K.S.A. 12-6a01 <i>et seq.</i>	232,084.52
Water, Phase 1	R-21-31	K.S.A. 12-6a01 <i>et seq.</i>	111,857.77
<b><i>Webb Road Gravity Sewer Main</i></b>	R-20-10	K.S.A. 12-6a01 <i>et seq.</i>	214,840.10
<b><i>Webb Road Lift Station</i></b>	R-20-11	K.S.A. 12-6a01 <i>et seq.</i>	987,592.60
<b><i>Total:</i></b>			<b><i>\$3,669,082.58</i></b>

### **General Obligation Temporary Notes, Series 2022B (Item E)**

Also on August 2<sup>nd</sup>, the Council authorized the sale of temp notes to fund new improvements petitioned by property owners. Now, Council will consider a Resolution (Item E) finalizing the sale of the Temp Notes. Kevin Cowan can also answer any questions related to the Temp Notes.

The temp note is for a period of three years. After the improvements are completed with total costs determined, a GO bond will be issued to pay off the temp note and permanently finance the improvements for 20 years. Below is the list of projects being funded by the temp note:

<b><u>Project Description</u></b>	<b><u>Res. No.</u></b>	<b><u>Authority (K.S.A.)</u></b>	<b><u>Estimated Cost*</u></b>
<b><i>Chapel Landing Addition Phase 2</i></b>			
Paving	R-21-50	K.S.A. 12-6a01 <i>et seq.</i>	\$554,000
Sanitary Sewer	R-21-51	K.S.A. 12-6a01 <i>et seq.</i>	521,000
Drainage	R-21-52	K.S.A. 12-6a01 <i>et seq.</i>	532,000
Water Distribution	R-21-53	K.S.A. 12-6a01 <i>et seq.</i>	287,000
<b><i>Skyview at Block 49 Phase 2</i></b>			
Paving	R-22-01	K.S.A. 12-6a01 <i>et seq.</i>	\$372,000
Sanitary Sewer	R-22-02	K.S.A. 12-6a01 <i>et seq.</i>	173,000
Sidewalk	R-22-03	K.S.A. 12-6a01 <i>et seq.</i>	18,000

Drainage	R-22-04	K.S.A. 12-6a01 <i>et seq.</i>	271,000
Water Distribution	R-22-05	K.S.A. 12-6a01 <i>et seq.</i>	107,000
<b><i>Bristol Hollows Addition Phase 2</i></b>			
Paving	R-22-09	K.S.A. 12-6a01 <i>et seq.</i>	616,000
Sanitary Sewer	R-22-10	K.S.A. 12-6a01 <i>et seq.</i>	195,000
Water	R-22-11	K.S.A. 12-6a01 <i>et seq.</i>	173,000
<b><i>Chapel Landing Addition and Homestead Senior Landing</i></b>			
Sanitary Sewer Main	R-22-33	K.S.A. 12-6a01 <i>et seq.</i>	153,000
Sanitary Sewer Pump Station	R-22-34	K.S.A. 12-6a01 <i>et seq.</i>	1,685,000
<b><i>Cedar Pass Addition Phase 1</i></b>			
Paving	R-22-13	K.S.A. 12-6a01 <i>et seq.</i>	777,000
Sanitary Sewer	R-22-14	K.S.A. 12-6a01 <i>et seq.</i>	472,000
Drainage	R-22-15	K.S.A. 12-6a01 <i>et seq.</i>	1,092,000
Water Distribution	R-22-16	K.S.A. 12-6a01 <i>et seq.</i>	368,000

### **Easements for Oliver St. Lift Station & Sanitary Sewer Mains (Item F)**

During the design of the sanitary sewer improvements for Homestead Senior Landing and Chapel Landing, Phase 2, it was determined that the City could not extend our gravity sanitary sewer mains to either of the developments. A new lift station and force main is our only option for serving these communities. In addition to serving the two new subdivisions, the lift station will open up a significant area for further development. The City has been working with Baughman Company to design the new lift station, located about a quarter- mile north of the intersection of 53<sup>rd</sup> and Oliver. Since the City does not own or have right to the land on which the lift station and gravity sewer main are proposed, construction cannot begin on these improvements until the City has obtained access rights. Baughman contacted the property owner north of 53<sup>rd</sup> and worked with them to obtain an easement through their property for the gravity main. The cost of the easements will be financed through a bond and spread as special assessments against the benefiting lots. Council's decision is whether they would like to purchase the access rights to the land proposed for the lift station and gravity main. Staff recommends that Council approve the purchase of the easements for the Oliver Street Lift Station.



### **Bid for Water, Sewer, and Drainage, Skyview at Block 49 2<sup>nd</sup> (Item G)**

The Developer is ready to begin the development of Skyview at Block 49 2nd. The cost of the improvements will be financed through a bond and spread as special assessments against the benefiting lots. Garver designed the water, sanitary sewer and drainage improvements for Skyview at Block 49 2nd. Five contractors submitted bids. Staff recommends that Council accept the bid from McCullough for \$420,318.20.

### **Bid for Sewer, Water, Storm Water, Chapel Landing Ph 2 & Homestead (Item H)**

The Developers are ready to begin the development of Chapel Landing, Phase 2 and Homestead Senior Landing. Baughman worked with both Developers and designed the water, joint sanitary sewer and drainage improvements. Three contractors responded to the request for bids. The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. The low bid for the storm water drainage improvements was over the Engineer's Estimate. After discussions with the Developer and the Contractor, a change order removing the "Excavation, Borrow (LVC)" will accompany the contract documents, thus reducing the total cost of the section to within the petition amount. Staff recommends that the City Council accept the bid from Mies for \$1,898,050.70.

### **Bid for Cured In Place Pipe to be installed in Aurora Park and Lawn Terrace (Item I)**

Staff identified three companies that have done this type of work for the City of Wichita and reached out to them. Two companies submitted bids. This project was originally bid for only the Lawn Terrace neighborhood. City Council denied the original bids and asked that the Aurora Park neighborhood be included in this project for possible cost savings. Staff reached out to request bids for the larger project and again received bids from two companies. The 2022 budget contains \$600,000 in the CIP for CIPP lining. Staff recommends that Council accept the bid from Insituform Technologies in the amount of \$631,792.80.

### **Development Agreements (Items J-K)**

City Code requires that the Developer file a Development Agreement with the final plat. The Development Agreement outlines the Developer's responsibilities before and after construction. The agreements for Elk Creek 3<sup>rd</sup> and Chapel Landing 6<sup>th</sup> now come before Council for approval.

**PEC Agreement for the 2022 Street Repairs (Item M)**

PEC has been assisting the City with preparing plans for the 2022 Street Repair project. In order to ensure compliance on a project this size, the City believes inspections are needed throughout the project. The City does not have the staff needed to properly inspect projects and therefore typically contracts this work with engineering firms. City staff worked with PEC to provide a cost for this work since they assisted us with the design and bidding of the project. In addition to making sure construction conforms with City Standard Specifications, PEC will also take care of construction administration services, which includes reviewing pay requests and answering any questions that arise. PEC's fees for construction administration and construction observation is \$62,500 on an hourly, not to exceed basis. This is less than 5% of the construction cost for the budgeted \$1.4m project, which is reasonable for this type of work. Staff recommends that Council approve the contract with PEC for construction administration and observation services.

**Proposal for the Water and Sanitary Sewer Master Plans (Item N)**

In the past two years, the City has been involved with 22 different developments. A master plan is needed to ensure that we are able to serve all of our new developments. The City does not have the available staff or equipment to produce master plans of this type. Staff created an RFP for the water and sanitary sewer master plans and sent it to four firms. The goal of the master plan is to understand the capabilities of our current infrastructure and understand what improvements we will need in order to fully serve all potential customers. The cost of the project will be paid for out of our water and sewer funds. Three firms responded with proposals. In reviewing all three proposals with the Public Works staff, staff feels that the PEC proposal would provide adequate detail for us to accomplish our goals.

**Discussion And Future Issues -Workshop, September 13th (Item XIV)**

The usual date for the council workshop (second Tuesday) is September 13<sup>th</sup> at 6:30 p.m.