



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
February 15, 2022 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Dr. Joel Schroeder ____ Justin Smith ____
John Welch ____ Diane Wynn ____

III. OPENING PRAYER: Mark Posson

IV. PRESENTATION OF COLORS: Boy Scout Pack # 585

V. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG: Boy Scout Pack #585

VI. DETERMINE AGENDA ADDITIONS

VII. CONSENT AGENDA

A. Minutes of the February 1, 2022 City Council meeting.

B. Minutes of the February 8, 2022 City Council Special Meeting

C. Acceptance of Petitions for Paving, Sanitary Sewer, Sidewalk, Storm Water Drain, and Water Distribution System Improvements to serve Skyview at Block 49 Phase 2.

D. Approval of Amending Resolutions Authorizing Paving, Sanitary Sewer, Sidewalk, Storm Water Drain, and Water Distribution System Improvements to serve Skyview at Block 49 Phase 2.

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 22-03 in the amount of \$587,478.46.

Action: Motion to (approve / deny / table) Appropriations Ordinance 22-03.

Motion _____ Second _____ Vote _____

IX. CITY REQUESTED APPEARANCES

A. KDOT TEAP Intersection Analysis, 53rd and Woodlawn, 53rd and Rock - Slade Engstrom and Brett Letkowski, Transystems

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

XI. REPORTS

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

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of accepting the dedication of streets and other public ways, service and utility easements and land dedicated for public use as shown on the Final Plat of Prairie Preserve.

Action: Motion to (accept / deny / table) the dedications within the Final Plat for Prairie Preserve and authorize all required signatures.

Motion _____ Second _____ Vote _____

Jim Benage _____ Greg Davied _____ Dr. Joel Schroeder _____

Justin Smith _____ Diane Wynn _____ John Welch _____

B. Consideration of an Agreement for Professional Services with Garver for Skyview at Block 49 2nd in the amount of \$191,000.

Action: Motion to (approve / deny / table) an Agreement for Professional Services with Garver for the Skyview at Block 49 in the amount of _____ and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration of An Ordinance Concerning the Amendment Of Chapter 7, Of The City Code Of Bel Aire, Kansas, In Connection With Animals, Animal Control Services And Enforcement, All Within The City Of Bel Aire, Sedgwick County, Kansas

Action: Motion to (approve / deny / table) An Ordinance Concerning the Amendment Of Chapter 7, Of The City Code Of Bel Aire, Kansas, In Connection With Animals, Animal Control Services And Enforcement, All Within The City Of Bel Aire, Sedgwick County, Kansas as (presented / amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of the revised City of Bel Aire 2022 Pay Scale Adding One Position.

Action: Motion to (approve / deny / table) the revised City of Bel Aire – 2022 Pay Scale.

Motion _____ Second _____ Vote _____

E. Consideration of a Letter of Intent to Issue Industrial Revenue Bonds and Provide other Incentives to Homestead Affordable Housing, Inc for the construction of a 36 unit affordable senior apartments.

Action: Motion to (approve / deny / table) the LOI to issue an IRB for Homestead Affordable Housing, Inc as (presented / amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XIII. EXECUTIVE SESSION

Action: Motion to go into executive session for the sole purpose of discussion the subject of: discussing the subject of Attorney-Client Consultation regarding contractual obligations, pursuant to the KSA 75-4319 exception for: attorney-client privilege. Invite the City Manager, City Attorney and Jennifer Hill. The meeting will be for a period of (__) minutes, and the open meeting will resume in City Council Chambers at (_____) PM.

Motion _____ Second _____ Vote _____

XIV. DISCUSSION AND FUTURE ISSUES

XV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

- A.** P&Z report - January 2022
- B.** Rec Activities - January 2022
- C.** Manager's Report February 15, 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 . 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
February 01, 2022 7:00 PM



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

II. ROLL CALL

Present were Greg Davied, Justin Smith, and John Welch. Dr. Joel Schroeder and Diane Wynn were absent.

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

III. OPENING PRAYER: Father David Lies provided the opening prayer.

IV. PRESENTATION OF COLORS: The Boy Scout troop was unable to attend for this item.

V. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance

VI. DETERMINE AGENDA ADDITIONS – There were no additions.

VII. CONSENT AGENDA

A. Minutes of the January 18, 2022 City Council meeting.

MOTION: Councilmember Smith moved to approve the Consent Agenda. Councilmember Davied seconded the motion. *Motion carried 3-0.*

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 22-02 in the amount of \$797,638.25.

MOTION: Councilmember Davied moved to accept Appropriations Ordinance 22-02. Councilmember Smith seconded the motion. *Motion carried 3-0.*

IX. CITY REQUESTED APPEARANCES

Shelley Rich, Medical Society of Sedgwick County, gave a presentation about Tobacco Free Parks.

X. CITIZEN CONCERNS

Jonathan Trembly, 5012 N Remington, spoke about concerns regarding recent drainage work that affected the pond near his house.

Anthony An, 5018 N Remington Street, also spoke about concerns related to the pond and drainage.

Staff responded to questions from Mr. Trembly and Mr. An regarding the drainage easement and access rights.

Greg Allison, MKEC, spoke regarding the recent work at the pond. The pond was primarily designed as a retention pond for drainage from the neighborhood; it is not designed as a fishing pond. The contractor pumped some water out of the pond in order to install a new drainage pipe. The pipe will facilitate drainage for the entire area including the new development nearby. He anticipates that water levels in the pond will return to normal as it absorbs rainwater runoff.

XI. REPORTS

A. Council Member Reports

Councilmember Welch noted that February is Black History Month and he encouraged residents to learn about it.

B. Mayor's Report

Mayor Benage reported that he recently donated blood and encouraged residents to do the same, as there is currently a nationwide shortage. He briefly reported on the recent meetings and events he attended: the Chisholm Creek Utility Authority meeting, and Local Government Day in Topeka. He reported that Bel Aire will host the K-254 Corridor Development Association meeting on February 4th at 11:30 a.m. at City Hall. Mayor Benage also reported that there are two openings on the Tree Board. Interested citizens may fill out a volunteer form. The form can be obtained by visiting the City’s website or by calling City Hall.

C. City Attorney Report

City Attorney Kelly reported on legislation currently being discussed at the state level regarding redistricting, open records, local sales tax, autonomous vehicles and fireworks sales. She noted that if Council approves agreement with Sedgwick County regarding Woodlawn (Item F), then Council will consider a related annexation ordinance at a future meeting.

D. City Manager Report

City Manager Lasher reported that Public Works staff are prepared for the forecasted snow. They will prioritize the main roads identified as snow routes. Residents can see a list of snow routes on the City’s website.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of confirming the Mayor's temporary appointment of Paul Matzek to the Bel Aire Planning Commission.

MOTION: Councilmember Smith moved to confirm Mayor Benage’s temporary appointment of Paul Matzek to the Bel Aire Planning Commission through June 2022. Councilmember Davied seconded the motion. *Motion carried 3-0.*

B. Consideration of proposed Change Order #001 from Pearson Construction for the Villas at Prestwick, Phase 2 – Grading, Drainage and Paving Improvements in the approximate amount of \$24,391.00.

MOTION: Councilmember Smith moved to approve Proposed Change Order #001 from Pearson Construction in the approximate amount of \$24,391.00 for Villas at Prestwick, Phase 2 – Grading, Drainage and Paving Improvements, and authorize the Mayor to sign all related documents. Councilmember Welch seconded the motion. *Motion carried 3-0.*

C. Consideration of an Agreement for Professional Services with Baughman Company for the Oliver Lift Station and associated piping to serve Homestead Senior Living and a portion of Chapel Landing in the amount of \$102,300 (local) or \$156,500 (regional).

MOTION: Councilmember Smith moved to approve an Agreement for Professional Services with Baughman Company for the Oliver Lift Station in the amount of \$ 156,500 for the Regional Oliver Lift Station and authorize the Mayor to sign all related documents pending City Attorney review and approval. Councilmember Welch seconded the motion. *Motion carried 3-0.*

D. Consideration of accepting a bid for 47th Street Reconstruction. Three bids were received:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate 1</u>	<u>Alternate 2</u>	<u>Alternate 3</u>
Cornejo	\$278,630.21	\$200,519.21	\$306,340.21	\$217,145.21
Pearson	\$206,291.00	\$156,584.00	\$226,829.00	\$169,624.00
Kansas Paving	\$199,324.00	\$166,186.00	\$223,774.00	\$182,812.00

MOTION: Councilmember Welch moved to accept the bid for Alternate #2 in the amount of \$223,774.00 for 47th Street Reconstruction, and authorize the Mayor to sign all related documents. Councilmember Smith seconded the motion. *Motion carried 2-1,* with Councilmember Davied voting against the motion.

E. Consideration of the Change Order Request from Pearson Construction for the water line lowering underneath the railroad in the approximate amount of \$48,331.50.

MOTION: Councilmember Welch moved to approve the Change Order Request from Pearson Construction in the amount of \$48,331.50 for Woodlawn, 37th St N to 45th St N, and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. *Motion carried 3-0.*

F. Consideration of an Intergovernmental Agreement (Sedgwick County) for A Governmental Service, Activity or Undertaking Regarding Woodlawn Boulevard Reconstruction.

MOTION: Councilmember Smith moved to approve An Intergovernmental Agreement with Sedgwick County for A Governmental Service, Activity or Undertaking Regarding

Woodlawn Boulevard Reconstruction and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 3-0.*

G. Consideration of the 2022 Agreement For Senior Centers Level I By And Between Sedgwick County, Kansas And City Of Bel Aire.

Councilmembers discussed amending the agreement to allow for small gratuities or favors, such as gifts of food.

MOTION: Councilmember Welch moved to approve the 2022 Agreement For Senior Centers Level I By And Between Sedgwick County, Kansas And City Of Bel Aire as amended, and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 3-0.*

XIII. EXECUTIVE SESSION: There was no need for an executive session.

XIV. DISCUSSION AND FUTURE ISSUES

The Council briefly discussed the agenda for the next Council workshop, which will be held at 6:30 p.m. on February 8, 2022.

XV. ADJOURNMENT

MOTION: Councilmember Smith moved to adjourn. Councilmember Davied seconded the motion. *Motion carried 3-0.*

The meeting adjourned at 9:05 p.m.



MINUTES SPECIAL CITY COUNCIL MEETING



7651 E. Central Park Ave, Bel Aire, KS
February 08, 2022 6:30 PM

I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 6:30 p.m.

A. Request for Special Meeting 02-08-2022: Mayor Benage noted the request and called roll.

II. ROLL CALL

Present were Greg Davied, Dr. Joel Schroeder, Justin Smith, and John Welch. Diane Wynn was absent.

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, and City Engineer Anne Stephens.

III. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of a Public Highway At-Grade Crossing Agreement by and between the Union Pacific Railroad and the City of Bel Aire.

City Engineer Anne Stephens gave a brief explanation of the item and Jay Anglemyer, MKEC, stood for questions from the Council.

MOTION: Councilmember Schroeder moved to approve the Public Highway At-Grade Crossing Agreement by and between the Union Pacific Railroad and the City of Bel Aire, and authorize the Mayor to sign. The motion died for lack of a second.

MOTION: Councilmember Smith moved to take a 5-minute recess. Councilmember Welch seconded the motion. *Motion carried 4-0.*

IV. EXECUTIVE SESSION

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussion the subject of contracts pursuant to the KSA 75-4319 exception for: attorney-client privilege. Invite the City Manager and the City Attorney. The meeting will be for a period of 10 minutes, and the open meeting will resume in City Council Chambers at 7:16 PM. Councilmember Davied seconded the motion. *Motion carried 4-0.*

At 7:06 p.m. the Council adjourned to executive session. At 7:16 p.m. the Council returned to open session in the Council chambers. Mayor Benage stated no binding action had been taken and called the meeting back to order.

The Council continued discussion of Agenda Item III A and staff answered their questions.

MOTION: Councilmember Davied moved to approve the Public Highway At-Grade Crossing Agreement by and between the Union Pacific Railroad and the City of Bel Aire, and authorize the Mayor to sign. Councilmember Smith seconded the motion. **Motion carried 3-1**, with Councilmember Welch voting against the motion.

V. ADJOURNMENT

MOTION: Councilmember Welch moved to adjourn. Councilmember Schroeder seconded the motion. **Motion carried 4-0.**

PHASE 2 SANITARY SEWER PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Skyview at Block 49

Lots 16-26, Block 4

Lots 3-10, Block 5

Lots 1-7, Block 6

60,550.00

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being One Hundred Seventy-Three Thousand Dollars (\$173,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 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 sanitary sewer main, such benefit fee to be in the amount of Twenty Seven Thousand Seven Hundred Dollars (\$27,700).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

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

Skyview at Block 49
Lots 16-26, Block 4
Lots 3-10, Block 5
Lots 1-7, Block 6

The above lots shall each pay 1/26 of the total cost of the improvements.

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


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

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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Skyview at Block 49 Lots 16-26, Block 4 Lots 3-10, Block 5 Lots 1-7, Block 6	By:  Eric Gilbert, Managing Member Skyview at Block 49, LLC	<u>2-8-22</u>

PHASE 2 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

Lots 21-27, Block 4

Lots 2-10, Block 5

Lots 1-7, Block 6

37,450.00

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 Seven Thousand Dollars (\$107,000), 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 January 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 One Hundred Dollars (\$15,100).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

- (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

Lots 21-27, Block 4

Lots 2-10, Block 5

Lots 1-7, Block 6

The above listed lots shall each pay 1/23 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
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Skyview at Block 49

Lots 21-27, Block 4
Lots 2-10, Block 5
Lots 1-7, Block 6

By:  2-8-22
Eric Gilbert, Managing Member
Skyview at Block 49, LLC

PHASE 2 STORM WATER DRAIN 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

Lots 7-19, Block 3

Lots 1-27, Block 4

Lots 2-10, Block 5

Lots 1-13, Block 6

95,000.00

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

- (a) That there be constructed storm sewer pipe and mass grading 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 Two Hundred Seventy-One Thousand Dollars (\$271,000), 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 January 1, 2022.
- (c) (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

- Lots 7-19, Block 3
- Lots 1-27, Block 4
- Lots 2-10, Block 5
- Lots 1-13, Block 6

Lots 21-27, Block 4; Lots 2-10, Block 5 and Lots 1-7, Block 6 shall each pay 3/108 of the total cost of the improvements. Lots 7-19, Block 3, Lots 1-20, Block 4 and Lots 8-13, Block 6 shall each pay 1/108 of the total cost of the improvements.

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

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

Skyview at Block 49

- Lots 7-19, Block 3
- Lots 1-27, Block 4
- Lots 2-10, Block 5
- Lots 1-13, Block 6

By: 
Eric Gilbert, Managing Member
Skyview at Block 49, LLC

7-8-22

PHASE 2 PAVING 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

Lots 21-27, Block 4

Lots 2-10, Block 5

Lots 1-7, Block 6

130,000.00

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

- (a) That there be constructed pavement on **SUMMERSIDE PLACE** from the east line of Lot 1, Block 5 to the west line of Toben Drive; **TOBEN DRIVE** from the east line of Summerside Place to the north line of Lot 7, Block 6; **TOBEN COURT** from the west line of Toben Drive to the west line of Lot 21, Block 4.

That said pavement on Summerside Place and Toben Drive between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-five (35) feet. Said pavement on Toben Court between aforesaid limits shall be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5' sidewalk shall be installed on the west side of Toben Drive adjacent to the new pavement in side-yard areas where driveways are not proposed.

- (b) That the estimated and probable cost of the foregoing improvement being Three Hundred Seventy-Two Thousand Dollars (\$372,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after January 1, 2022.
- (c) 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

- Lots 21-27, Block 4
- Lots 2-10, Block 5
- Lots 1-7, Block 6

The above listed lots shall each pay 1/23 of the total cost of the improvements.

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

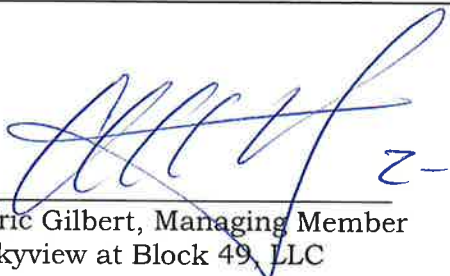
Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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
Skyview at Block 49 Lots 21-27, Block 4 Lots 2-10, Block 5 Lots 1-7, Block 6		2-8-22

By: _____
Eric Gilbert, Managing Member
Skyview at Block 49, LLC

PHASE 2 SIDEWALK 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

Lots 21-27, Block 4

Lots 2-10, Block 5

Lots 1-7, Block 6

6,000.00

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 5' wide sidewalk on the west side of Toben Drive from the north line of Summerside Place to the north line of Lot 7, Block 6; the north side of Summerside place from the east line of Lot 1, Block 5 to the west line of Toben Drive; 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 Eighteen Thousand Dollars (\$18,000), 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 January 1, 2022.
- (c) 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.

Skyview at Block 49

- Lots 21-27, Block 4
- Lots 2-10, Block 5
- Lots 1-7, Block 6

The above listed lots shall each pay 1/23 of the total cost of the improvements.

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

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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
-------------------	-----------	------

Skyview at Block 49

Lots 21-27, Block 4
Lots 2-10, Block 5
Lots 1-7, Block 6

By: 
Eric Gilbert, Managing Member
Skyview at Block 49, LLC

2-8-22

Gilmore & Bell, P.C.
02/09/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON FEBRUARY 15, 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; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/SKYVIEW AT BLOCK 49 - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-08.

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. R-22-___ 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.
02/09/2022

(Published in the *Ark Valley News*, on February ____, 2022)

RESOLUTION NO. R-22- ____

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; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/SKYVIEW AT BLOCK 49 - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-08.

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, 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-21-08 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 (the "Improvements"):

That there be constructed pavement on SUMMERSIDE PLACE from the east line of Lot 1, Block 5 to the west line of Toben Drive; TOBEN DRIVE from the east line of Summerside Place to the north line of Lot 7, Block 6; TOBEN COURT from the west line of Toben Drive to the west line of Lot 21, Block 4.

That said pavement on Summerside Place and Toben Drive between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-five (35) feet. Said pavement on Toben Court between aforesaid limits shall be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5' sidewalk shall be installed on the west side of Toben Drive adjacent to the new pavement in side-yard areas where driveways

are not proposed.

(b) The estimated or probable cost of the Improvements is: \$372,000. 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 January 1, 2022.

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

Lots 21 through 27, Block 4; Lots 2 through 10, Block 5, and Lots 1 through 7, Block 6, Skyview at Block 49, an addition to 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 21 through 27, Block 4; Lots 2 through 10, Block 5, and Lots 1 through 7, Block 6, Skyview at Block 49, shall each pay 1/23 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.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other Improvements.

(e) 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 this Resolution. 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-21-08, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. R-21-08 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 February 15, 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 February 15, 2022 as the same appears of record in my office.

DATED: February 15, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
02/09/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON FEBRUARY 15, 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; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/SKYVIEW AT BLOCK 49 - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NOS. R-21-09 AND R-21-33.

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. R-22-___ 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.
02/09/2022

(Published in the *Ark Valley News*, on February ____, 2022)

RESOLUTION NO. R-22-____

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; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/SKYVIEW AT BLOCK 49 - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NOS. R-21-09 AND R-21-33.

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 Nos. R-21-09 and R-21-33 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: \$173,000. 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 January 1, 2022.

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

Lots 16 through 26, Block 4; Lots 3 through 10, Block 5, and Lots 1 through 7, Block 6, Skyview at Block 49, an addition to 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 16 through 26, Block 4; Lots 3 through 10, Block 5, and Lots 1 through 7, Block 6, Skyview at Block 49, shall each pay 1/26 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 recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a respread agreement submitted to the City of Bel Aire.

(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 this Resolution. 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-21-09, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution Nos. R-21-09 and R-21-33 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 February 15, 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 February 15, 2022 as the same appears of record in my office.

DATED: February 15, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
02/09/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON FEBRUARY 15, 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; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SIDEWALK IMPROVEMENTS/SKYVIEW AT BLOCK 49 - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-10.

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. R-22-___ 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.
02/09/2022

(Published in the *Ark Valley News*, on February ____, 2022)

RESOLUTION NO. R-22- ____

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; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SIDEWALK IMPROVEMENTS/SKYVIEW AT BLOCK 49 - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-10.

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, 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-21-10 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 (the "Improvements"):

That there be constructed a 5' wide sidewalk on the west side of Toben Drive from the north line of Summerside Place to the north line of Lot 7, Block 6; the north side of Summerside place from the east line of Lot 1, Block 5 to the west line of Toben Drive; according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: \$18,000. 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 January 1, 2022.

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

Lots 21 through 27, Block 4; Lots 2 through 10, Block 5, and Lots 1 through 7, Block 6, Skyview at Block 49, an addition to 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 21 through 27, Block 4; Lots 2 through 10, Block 5, and Lots 1 through 7, Block 6, Skyview at Block 49, shall each pay 1/23 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.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other Improvements.

(e) 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 this Resolution. 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-21-10, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. R-21-10 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.

ADOPTED by the governing body of the City on February 15, 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 February 15, 2022 as the same appears of record in my office.

DATED: February 15, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
02/09/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON FEBRUARY 15, 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; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN IMPROVEMENTS/SKYVIEW AT BLOCK 49 - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-11.

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. R-22-___ 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.
02/09/2022

(Published in the *Ark Valley News*, on February ____, 2022)

RESOLUTION NO. R-22- ____

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; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN IMPROVEMENTS/SKYVIEW AT BLOCK 49 - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-11.

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, 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-21-11 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 storm sewer pipe and mass grading 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 (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$271,000. 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 January 1, 2022.

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

Lots 7 through 19, Block 3; Lots 1 through 27, Block 4; Lots 2 through 10, Block 5, and Lots 1 through 13, Block 6, Skyview at Block 49, an addition to 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 21-27, Block 4, Lots 2-10, Block 5, and Lots 1-7, Block 6, shall each pay 3/108 of the total assessed cost of the Improvements; and Lots 7-19, Block 3, Lots 1-20, Block 4 and Lots 8-13, Block 6, shall each pay 1/108 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 recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a respread agreement submitted to the City of Bel Aire.

(e) 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 this Resolution. 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-21-11, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. R-21-11 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 February 15, 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 February 15, 2022 as the same appears of record in my office.

DATED: February 15, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
02/09/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON FEBRUARY 15, 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; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/SKYVIEW AT BLOCK 49 - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-12.

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. R-22-___ 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.
02/09/2022

(Published in the *Ark Valley News*, on February ____, 2022)

RESOLUTION NO. R-22-____

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; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/SKYVIEW AT BLOCK 49 - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-12.

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-21-12 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 above, 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: \$107,000. 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 January 1, 2022.

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

Lots 21 through 27, Block 4; Lots 2 through 10, Block 5, and Lots 1 through 7, Block 6, Skyview at Block 49, an addition to 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 21 through 27, Block 4; Lots 2 through 10, Block 5, and Lots 1 through 7, Block 6, Skyview at Block 49, shall each pay 1/23 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 recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a respread agreement submitted to the City of Bel Aire.

(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 \$15,100, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

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

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of this Resolution. 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-21-12, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. R-21-12 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 February 15, 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 February 15, 2022 as the same appears of record in my office.

DATED: February 15, 2022.

Melissa Krehbiel, Clerk

IRREVOCABLE LETTER OF CREDIT

WTR-PLA

Section VII, Item D.

Date: 2/3/2022	No.: 891 B	Advising Bank Reference No.:
Advising Bank: Legacy Bank	For Account of: Sky View at Block 49 LLC	
To Beneficiary: City of Bel Aire 7651 E Central Park Ave Bel Aire, KS 67226	Amount: Thirty-seven Thousand Four Hundred Fifty Dollars	
	Expiration Date: 2/3/2023	

Gentlemen:

We hereby establish our irrevocable letter of credit in your favor available by payment for your drafts drawn at sight on and accompanied by documents specified below:

1. A statement signed by an authorized representative of City of Bel Aire certifying that the amount of the draft presented therewith constitutes a penalty for nonpayment of special assessments covering the installation of the following described improvements in the City of Bel Aire, Sedgwick County, Kansas:

Phase 2 Water Distribution System Improvements for Skyview at Block 49, Bel Aire, Sedgwick County, Kansas, Lots 21 through 27, Block 4; Lots 2 through 10, Block 5; Lots 1 through 7, Block 6

Said special assessments having been levied against the following described properties listed by legal description and key number(s): Skyview at Block 49, Lots 21 through 27, Block 4; Lots 2 through 10, Block 5; Lots 1 through 7, Block 6.


Special Conditions:

Partial drawings are permitted.

This original letter of credit must be presented with any drafts drawn here-under and the amount available shall be reduced by the amount of any drafts drawn not exceeding, in the aggregate, a total of \$37,450.00.

Notwithstanding the expiration date noted above, it is understood that this letter of credit shall be automatically renewed for additional 2-year periods unless we notify you in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time you may draw up to the full amount of the credit available at that time. Upon development (issuance of occupancy permits by the City of Bel Aire) of 35 percent of the above-described properties, City of Bel Aire will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released City of Bel Aire shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments then outstanding against the above-described property.

Drafts drawn hereunder must be marked "Drawn under	<u>Legacy Bank.</u>
Letter of Credit No. 891 B	Authorizing Institution
Dated	2/3/2022

<p>Advising Bank's Notification</p> <p>Legacy Bank 3711 N Ridge Road Wichita, KS 67205</p>	<p>We hereby engage with you that all drafts under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at this office on or before the expiration date of this credit.</p> <p>Sincerely yours,</p> <p style="text-align: center;">Legacy Bank Authorizing Institution</p> <p>By  Rex Reynolds, Senior Vice-President</p>
Place, date, name and signature of the advising bank.	

IRREVOCABLE LETTER OF CREDIT

PVG

Section VII, Item D.

Date: 2/3/2022	No.: 891 C	Advising Bank Reference No.:
Advising Bank: Legacy Bank	For Account of: Sky View at Block 49 LLC	
To Beneficiary: City of Bel Aire 7651 E Central Park Ave Bel Aire, KS 67226	Amount: One Hundred Thirty Thousand Dollars Expiration Date: 2/3/2023	

Gentlemen:
We hereby establish our irrevocable letter of credit in your favor available by payment for your drafts drawn at sight on and accompanied by documents specified below:

1. A statement signed by an authorized representative of City of Bel Aire certifying that the amount of the draft presented therewith constitutes a penalty for nonpayment of special assessments covering the installation of the following described improvements in the City of Bel Aire, Sedgwick County, Kansas:

Phase 2 Paving Improvements for Skyview at Block 49, Bel Aire, Sedgwick County, Kansas
Lots 21 through 27, Block 4; Lots 2 through 10, Block 5; Lots 1 through 7, Block 6

Said special assessments having been levied against the following described properties listed by legal description and key number(s): Skyview at Block 49, Lots 21 through 27, Block 4; Lots 2 through 10, Block 5; Lots 1 through 7, Block 6.

Special Conditions:

Partial drawings are permitted.

This original letter of credit must be presented with any drafts drawn here-under and the amount available shall be reduced by the amount of any drafts drawn not exceeding, in the aggregate, a total of \$130,000.00.

Notwithstanding the expiration date noted above, it is understood that this letter of credit shall be automatically renewed for additional 2-year periods unless we notify you in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time you may draw up to the full amount of the credit available at that time. Upon development (issuance of occupancy permits by the City of Bel Aire) of 35 percent of the above-described properties, City of Bel Aire will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released City of Bel Aire shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments then outstanding against the above-described property.

Drafts drawn hereunder must be marked "Drawn under	<u>Legacy Bank.</u> Authorizing Institution
Letter of Credit No. 891 C	Dated 2/3/2022

Advising Bank's Notification

Legacy Bank
3711 N Ridge Road
Wichita, KS 67205

Place, date, name and signature of the advising bank.

We hereby engage with you that all drafts under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at this office on or before the expiration date of this credit.

Sincerely yours,

Legacy Bank
Authorizing Institution

By 
Rex Reynolds, Senior Vice-President

IRREVOCABLE LETTER OF CREDIT

S. Section VII, Item D.

Date: 2/3/2022	No.: 891 A	Advising Bank Reference No.:
Advising Bank: Legacy Bank	For Account of: Sky View at Block 49 LLC	
To Beneficiary: City of Bel Aire 7651 E Central Park Ave Bel Aire, KS 67226	Amount: Sixty Thousand Five Hundred Fifty Dollars Expiration Date: 2/3/2023	

Gentlemen:

We hereby establish our irrevocable letter of credit in your favor available by payment for your drafts drawn at sight on and accompanied by documents specified below:

1. A statement signed by an authorized representative of City of Bel Aire certifying that the amount of the draft presented therewith constitutes a penalty for nonpayment of special assessments covering the installation of the following described improvements in the City of Bel Aire, Sedgwick County, Kansas:

Phase 2 Sanitary Sewer Improvements for Skyview at Block 49, Bel Aire, Sedgwick County, Kansas Lots 16 through 26, Block 4; Lots 3 through 10, Block 5; Lots 1 through 7, Block 6

Said special assessments having been levied against the following described properties listed by legal description and key number(s): Skyview at Block 49, Lots 16 through 26, Block 4; Lots 3 through 10, Block 5; Lots 1 through 7, Block 6.

Special Conditions:

Partial drawings are permitted.

This original letter of credit must be presented with any drafts drawn here-under and the amount available shall be reduced by the amount of any drafts drawn not exceeding, in the aggregate, a total of \$60,550.00.

Notwithstanding the expiration date noted above, it is understood that this letter of credit shall be automatically renewed for additional 2-year periods unless we notify you in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time you may draw up to the full amount of the credit available at that time. Upon development (issuance of occupancy permits by the City of Bel Aire) of 35 percent of the above-described properties, City of Bel Aire will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released City of Bel Aire shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments then outstanding against the above-described property.

Drafts drawn hereunder must be marked "Drawn under _____ Legacy Bank,
 Authorizing Institution
 Letter of Credit No. 891 A Dated 2/3/2022

Advising Bank's Notification


Legacy Bank
 3711 N Ridge Road
 Wichita, KS 67205

Place, date, name and signature of the advising bank.

We hereby engage with you that all drafts under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at this office on or before the expiration date of this credit.

Sincerely yours,

Legacy Bank
 Authorizing Institution

By 
 Rex Reynolds, Senior Vice-President

IRREVOCABLE LETTER OF CREDIT

SDWK

Section VII, Item D.

Date: 2/3/2022	No.: 891 D	Advising Bank Reference No.:
Advising Bank: Legacy Bank	For Account of: Sky View at Block 49 LLC	
To Beneficiary: City of Bel Aire 7651 E Central Park Ave Bel Aire, KS 67226	Amount: Six Thousand Dollars	Expiration Date: 2/3/2023

Gentlemen:

We hereby establish our irrevocable letter of credit in your favor available by payment for your drafts drawn at sight on and accompanied by documents specified below:

1. A statement signed by an authorized representative of City of Bel Aire certifying that the amount of the draft presented therewith constitutes a penalty for nonpayment of special assessments covering the installation of the following described improvements in the City of Bel Aire, Sedgwick County, Kansas:

Phase 2 Sidewalk Improvements for Skyview at Block 49, Bel Aire, Sedgwick County, Kansas
Lots 21 through 27, Block 4; Lots 2 through 10, Block 5; Lots 1 through 7, Block 6

Said special assessments having been levied against the following described properties listed by legal description and key number(s): Skyview at Block 49, Lots 21 through 27, Block 4; Lots 2 through 10, Block 5; Lots 1 through 7, Block 6.

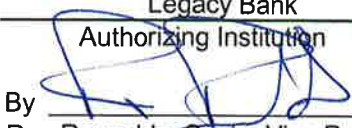
Special Conditions:

Partial drawings are permitted.

This original letter of credit must be presented with any drafts drawn here-under and the amount available shall be reduced by the amount of any drafts drawn not exceeding, in the aggregate, a total of \$6,000.00.

Notwithstanding the expiration date noted above, it is understood that this letter of credit shall be automatically renewed for additional 2-year periods unless we notify you in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time you may draw up to the full amount of the credit available at that time. Upon development (issuance of occupancy permits by the City of Bel Aire) of 35 percent of the above-described properties, City of Bel Aire will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released City of Bel Aire shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments then outstanding against the above-described property.

Drafts drawn hereunder must be marked "Drawn under	<u>Legacy Bank.</u> Authorizing Institution
Letter of Credit No. 891 D	Dated 2/3/2022

Advising Bank's Notification Legacy Bank 3711 N Ridge Road Wichita, KS 67205	We hereby engage with you that all drafts under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at this office on or before the expiration date of this credit. Sincerely yours, <div style="text-align: center;"> Legacy Bank Authorizing Institution <hr/> By  Rex Reynolds, Senior Vice-President </div>
Place, date, name and signature of the advising bank.	

IRREVOCABLE LETTER OF CREDIT

SWD - PH 2

Section VII, Item D.

Date: 2/3/2022	No.: 891 E	Advising Bank Reference No.:
Advising Bank: Legacy Bank	For Account of: Sky View at Block 49 LLC	
To Beneficiary: City of Bel Aire 7651 E Central Park Ave Bel Aire, KS 67226	Amount: Ninety-Five Thousand Dollars Expiration Date: 2/3/2023	

Gentlemen:
We hereby establish our irrevocable letter of credit in your favor available by payment for your drafts drawn at sight on and accompanied by documents specified below:

1. A statement signed by an authorized representative of City of Bel Aire certifying that the amount of the draft presented therewith constitutes a penalty for nonpayment of special assessments covering the installation of the following described improvements in the City of Bel Aire, Sedgwick County, Kansas:

Phase 2 Storm Water Drain Improvements for Skyview at Block 49, Bel Aire, Sedgwick County, Kansas Lots 7 through 19, Block 3; Lots 1 through 27, Block 4; Lots 2 through 10, Block 5; Lots 1 through 13, Block 6

Said special assessments having been levied against the following described properties listed by legal description and key number(s): Skyview at Block 49, Lots 7 through 19, Block 3; Lots 1 through 27, Block 4; Lots 2 through 10, Block 5; Lots 1 through 13, Block 6.


Special Conditions:

Partial drawings are permitted.

This original letter of credit must be presented with any drafts drawn here-under and the amount available shall be reduced by the amount of any drafts drawn not exceeding, in the aggregate, a total of \$95,000.00.

Notwithstanding the expiration date noted above, it is understood that this letter of credit shall be automatically renewed for additional 2-year periods unless we notify you in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time you may draw up to the full amount of the credit available at that time. Upon development (issuance of occupancy permits by the City of Bel Aire) of 35 percent of the above-described properties, City of Bel Aire will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released City of Bel Aire shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments then outstanding against the above-described property.

Drafts drawn hereunder must be marked "Drawn under	<u>Legacy Bank.</u>
Letter of Credit No. 891 E	Authorizing Institution Dated 2/3/2022

Advising Bank's Notification Legacy Bank 3711 N Ridge Road Wichita, KS 67205	We hereby engage with you that all drafts under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at this office on or before the expiration date of this credit. Sincerely yours, <u>Legacy Bank</u> Authorizing Institution By  Rex Reynolds, Senior Vice-President
Place, date, name and signature of the advising bank.	

CLAIMS REPORT
Vendor Checks: 1/26/2022- 2/08/2022

Payroll Checks: 1/26/2022- 2/08/2022

AP ORD 22-03

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		18.75	67518	2/07/22
AMAZON CAPITAL SERVICES, INC	AMAZON INVOICES		1,170.48	1279736	1/28/22
AT&T	INTERNET BACKUP		105.00	1279698	1/27/22
NATHAN W BRAINARD	YOUTH SPORTS OFFICIAL		315.00	67520	2/07/22
CENTRAL MECHANICAL WICHITA,LLC	REC HEATER REPAIR		102.50	67521	2/07/22
ECITY TRANSACTIONS, LLC	01/22 ONLINE PYT SERVICE		270.00	67522	2/07/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		250.00	1279735	2/02/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		1,207.63	1279754	2/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLIC AREAS		588.05	1279753	2/07/22
FICA/FEDERAL W/H	FED/FICA TAX		23,986.34	1279731	2/02/22
BRIDGESTONE AMERICAS, INC	FLEET MAINTENANCE #34		107.06	67524	2/07/22
GALLS, LLC	UNIFORM/ACCESSORIES & SUPPLIES		58.05	67526	2/07/22
NICHALAS HARDWICK	YOUTH SPORTS OFFICIAL		144.00	67527	2/07/22
HEATHER AND/OR ALEX BROZEK	TREES		25.00	67506	1/27/22
MARTY A HESS	YOGA INSTRUCTOR		135.00	67528	2/07/22
INT'L ASSOC ELECTRICAL INSPECT	IAEI CONF:K PRICE		300.00	67529	2/07/22
JUSTIN SAATHOFF	RESTITUTION PY4		15.09	67507	1/27/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		252.57	67531	2/07/22
KENNY AND/OR PAM TAYLOR	TREES		25.00	67509	1/27/22
KANSAS DEPT OF REVENUE	STATE TAX		3,798.26	1279734	2/02/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		197.07	1279713	1/26/22
KANSAS GAS SERVICE	GAS SVC:REC		685.83	1279716	1/26/22
KANSAS GAS SERVICE	GAS SVC:CH		637.88	1279717	1/26/22
KANSAS GAS SERVICE	GAS SVC:POOL		94.69	1279714	1/26/22
KANSAS MUNICIPAL JUDGES ASSOC	2022 KMJA DUES/TERRY BEALL		25.00	67510	1/27/22
K P E R S	KPERS		13,039.71	1279733	2/02/22
KANSAS STATE TREASURER	12/21:COURT FEES		1,889.57	67511	1/27/22
ELI DANIEL LEFTO	YOUTH SPORTS OFFICIAL		72.00	67533	2/07/22
JAKIN LEFTO	YOUTH SPORTS OFFICIAL		210.00	67534	2/07/22
MELCHER, ISSAC	OFFICATE YOUTH SPORTS		204.00	67535	2/07/22
MIDWEST GARAGE LLC	#28 GRAPHIC REMOVAL MONTHLY		150.00	67537	2/07/22
ONESOURCE TECHNOLOGY, INC	I.T.SUPPORT SVC ; COUNCIL MONITORS		4,626.00	67539	2/07/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE		203.98	1279739	1/28/22
PITNEY BOWES GLOBAL FINANCIAL	MONTHLY POSTAGE		500.00	1279764	2/07/22
QUILL	OFFICE SUPPLIES		520.27	1279740	1/28/22
SPECTRUM PROMOTIONAL PRODUCTS	REC STAFF JACKETS		414.95	67543	2/07/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		338.42	1279763	2/08/22
ICMA RETIREMENT 304804	CITY MGR 457		986.53	1279732	2/02/22
VERIZON	CELL PHONE SVC		751.54	1279766	2/05/22
VERIZON	TABLET/S:SVC		215.99	1279768	2/05/22
VERIZON	TABLET/S:SVC		71.02	1279767	2/05/22
VISION ALLIANCE MARKETING,LLC	01/22 COURT SERVICES OFFICER		440.00	67544	2/07/22
TERESA WADE	TAEKWONDO INSTRUCTOR		160.00	67545	2/07/22
WAV SERVICES INC	CAPTURE CARD/CABLES/PROGRAMMIN		1,103.00	67515	1/27/22
KIDD'S TOWING AND RECOVERY	ADMIN VAN:TOW		81.00	67516	1/27/22
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC		562.50	67517	1/27/22
	01 GENERAL TOTAL		61,054.73		
WATER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		18.75	67518	2/07/22
ALLEN TRENCHING	REFUND:HYDRANT METER RENTAL		50.00	67519	2/07/22

CLAIMS REPORT
Vendor Checks: 1/26/2022- 2/08/2022

Payroll Checks: 1/26/2022- 2/08/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AMAZON CAPITAL SERVICES, INC	AMAZON INVOICES		138.91	1279736	1/28/22
ECITY TRANSACTIONS, LLC	01/22 ONLINE PYT SERVICE		90.00	67522	2/07/22
ENVIRONMENTAL SYSTEMS RESERACH	GIS SOFTWARE CREDITS		100.00	67523	2/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		274.69	1279754	2/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLIC AREAS		568.14	1279753	2/07/22
FICA/FEDERAL W/H	FED/FICA TAX		2,279.97	1279731	2/02/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		196.86	67531	2/07/22
KANSAS DEPT OF REVENUE	STATE TAX		396.28	1279734	2/02/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		197.07	1279713	1/26/22
KANSAS GAS SERVICE	GAS SVC:PUMPHOUSE		135.93	1279715	1/26/22
KANSAS GAS SERVICE	GAS SVC:CH		43.49	1279717	1/26/22
K P E R S	KPERS TIER 3		1,348.92	1279733	2/02/22
LINSTAR INC	ID CARDS:PW		38.40	67512	1/27/22
MERIDIAN ANALYTICAL LABS,LLC	WATER SAMPLE ANALYSIS		137.50	67536	2/07/22
QUILL	OFFICE SUPPLIES		203.39	1279740	1/28/22
RURAL WATER DISTRICT NO 1	01/22 WATER:WELL #66 & #67		24.00	67541	2/07/22
SHERWIN WILLIAMS 707563	PAINT/SUPPLIES:PW		179.13	67542	2/07/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		62.08	1279763	2/08/22
VERIZON	CELL PHONE SVC		88.35	1279766	2/05/22
VERIZON	TABLET/S:SVC		10.15	1279767	2/05/22
02 WATER UTILITY TOTAL			6,582.01		
SEWER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		18.75	67518	2/07/22
ECITY TRANSACTIONS, LLC	01/22 ONLINE PYT SERVICE		90.00	67522	2/07/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		200.00	1279735	2/02/22
ENVIRONMENTAL SYSTEMS RESERACH	GIS SOFTWARE CREDITS		100.00	67523	2/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		274.69	1279754	2/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLIC AREAS		1,208.06	1279753	2/07/22
FICA/FEDERAL W/H	FED/FICA TAX		2,352.33	1279731	2/02/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		124.63	67531	2/07/22
KANSAS DEPT OF REVENUE	STATE TAX		390.80	1279734	2/02/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		197.07	1279713	1/26/22
KANSAS GAS SERVICE	GAS SVC:CH		43.50	1279717	1/26/22
K P E R S	KPERS TIER 3		1,522.23	1279733	2/02/22
SUPERIOR RUBBER STAMP & SEAL	WORK ORDER RUBBER STAMP		62.00	67514	1/27/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		71.62	1279763	2/08/22
VERIZON	CELL PHONE SVC		88.35	1279766	2/05/22
VERIZON	TABLET/S:SVC		10.15	1279767	2/05/22
03 SEWER UTILITY TOTAL			6,754.18		
SPECIAL STREET & HIWAY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		18.75	67518	2/07/22
AMAZON CAPITAL SERVICES, INC	TIE DOWN STRAPS		30.95	1279736	1/28/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		84.92	1279754	2/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLIC AREAS		112.64	1279753	2/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING		259.25	1279755	2/07/22
FICA/FEDERAL W/H	FED/FICA TAX		344.28	1279731	2/02/22
FREMAR CORPORATION	ROCK/SALT/SAND/SOIL MATERIALS		3,984.34	67525	2/07/22
WW GRAINGER, INC	TIE DOWN STRAPS		84.80	1279756	2/08/22
KANSASLAND TIRE # 9584	TRAILER TIRE		131.57	67530	2/07/22

CLAIMS REPORT
Vendor Checks: 1/26/2022- 2/08/2022

Payroll Checks: 1/26/2022- 2/08/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		426.73	67531	2/07/22
KANSAS DEPT OF REVENUE	STATE TAX		41.58	1279734	2/02/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		197.05	1279713	1/26/22
K P E R S	KPERS		267.48	1279733	2/02/22
MURPHY TRACTOR & EQUIPMENT	EQUIPMENT REPAIRS		43.06	67538	2/07/22
REDNECK INC	TRAILER REPAIR PARTS		387.84	67540	2/07/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		17.23	1279763	2/08/22
VERIZON	CELL PHONE SVC		88.34	1279766	2/05/22
	04 SPECIAL STREET & HIWAY TOTAL		6,520.81		
CAPITAL IMPRV RESERVE					
PROFESSIONAL ENGINEERING CONSU	STREET EVALUATION 210641-001		10,170.00	67513	1/27/22
	05 CAPITAL IMPRV RESERVE TOTAL		10,170.00		
CAPITAL PROJECTS					
KANSAS DEPT OF TRANSPORTATION	RAIL SPUR LOAN PYMNT #78		3,877.06	67532	2/07/22
	09 CAPITAL PROJECTS TOTAL		3,877.06		
COP & PBC TRUSTEE FUND					
KANSAS STATE TREASURER	PBC2014A PRINC/INTEREST	229,250.00		1279737	1/31/22
KANSAS STATE TREASURER	PBC2014B PRINC/INTEREST	94,688.75	323,938.75	1279738	1/31/22
	20 COP & PBC TRUSTEE FUND TOTAL		323,938.75		
CAPITAL PROJECTS #2 FUND					
GILMORE & BELL	COI G02021C		17,500.00	67505	1/27/22
CONSPEC INC	CHAPEL 4TH-SWD		75,781.80	67508	1/27/22
	33 CAPITAL PROJECTS #2 FUND TOTAL		93,281.80		
	Accounts Payable Total		512,179.34		
Payroll Checks					
	01 GENERAL		60,773.58		
	02 WATER UTILITY		6,165.09		
	03 SEWER UTILITY		7,145.77		
	04 SPECIAL STREET & HIWAY		1,214.68		
	Total Paid On: 2/02/22		75,299.12		
	Total Payroll Paid		75,299.12		
	Report Total		587,478.46		

[Handwritten Signature]
2.9.22

KANSAS TRAFFIC ENGINEERING ASSISTANCE PROGRAM

INTERSECTION ANALYSES

Woodlawn Boulevard and 53rd Street North
Rock Road and 53rd Street North

Prepared for
CITY OF BEL AIRE

By



August 2021



TranSystems

2400 Pershing Road
Suite 400
Kansas City, MO 64108
Tel 816 329 8600
Fax 816 329 8601
www.transystems.com

August 31, 2021

Ms. Anne Stephens, PE
Public Works Director/City Engineer
7651 E. Central Park Avenue
Bel Aire, KS 67226

**Re: Intersection Analyses
Woodlawn Boulevard and 53rd Street North
Rock Road and 53rd Street North**

Dear Ms. Stephens:


In accordance with your request, TranSystems has prepared the following analyses for the above noted intersections in Bel Aire, Kansas. In general, the focus of the analyses was to review the existing conditions at these locations and evaluate the need for intersection control modifications to enhance safety. Our data collection efforts, results, and recommendations are summarized in the attached report.

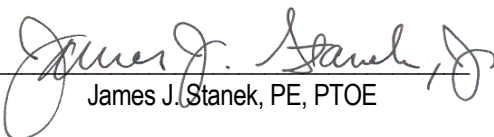
We trust that this study has adequately addressed the concerns of the city. The Kansas Department of Transportation is interested in learning whether this study proves to be useful to you and whether the recommendations will be or have been implemented. A questionnaire for the county's use has been included in the Appendix (Page A-24). Please send any comments to the Bureau of Local Projects by using the postage-paid, return envelope included with this report; or, you can e-mail it to them at KDOT.LPePlans@ks.gov

We have appreciated this opportunity to be of service to the Kansas Department of Transportation and the City of Bel Aire. We will be available to review this study with you at your convenience.

Sincerely,

TranSystems

By: 
Chris Roberts, PE

By: 
James J. Stanek, PE, PTOE

JJS:CSR:csr:P101210079

Introduction

TranSystems Corporation has prepared the following intersection analyses for two (2) intersections in Bel Aire, Kansas: Woodlawn Boulevard and 53rd Street North; and, Rock Road and 53rd Street North. In general, the focus of the analyses was to review the existing conditions at these locations and evaluate the need for intersection control modifications to enhance safety. A map showing the location of the study intersections and the surrounding area is shown on Figure 1. The study was requested by Ms. Anne Stephens, PE, Bel Aire Public Works Director/City Engineer, under the Traffic Engineering Assistance Program (TEAP), administered by the Kansas Department of Transportation (KDOT).

Study Purpose

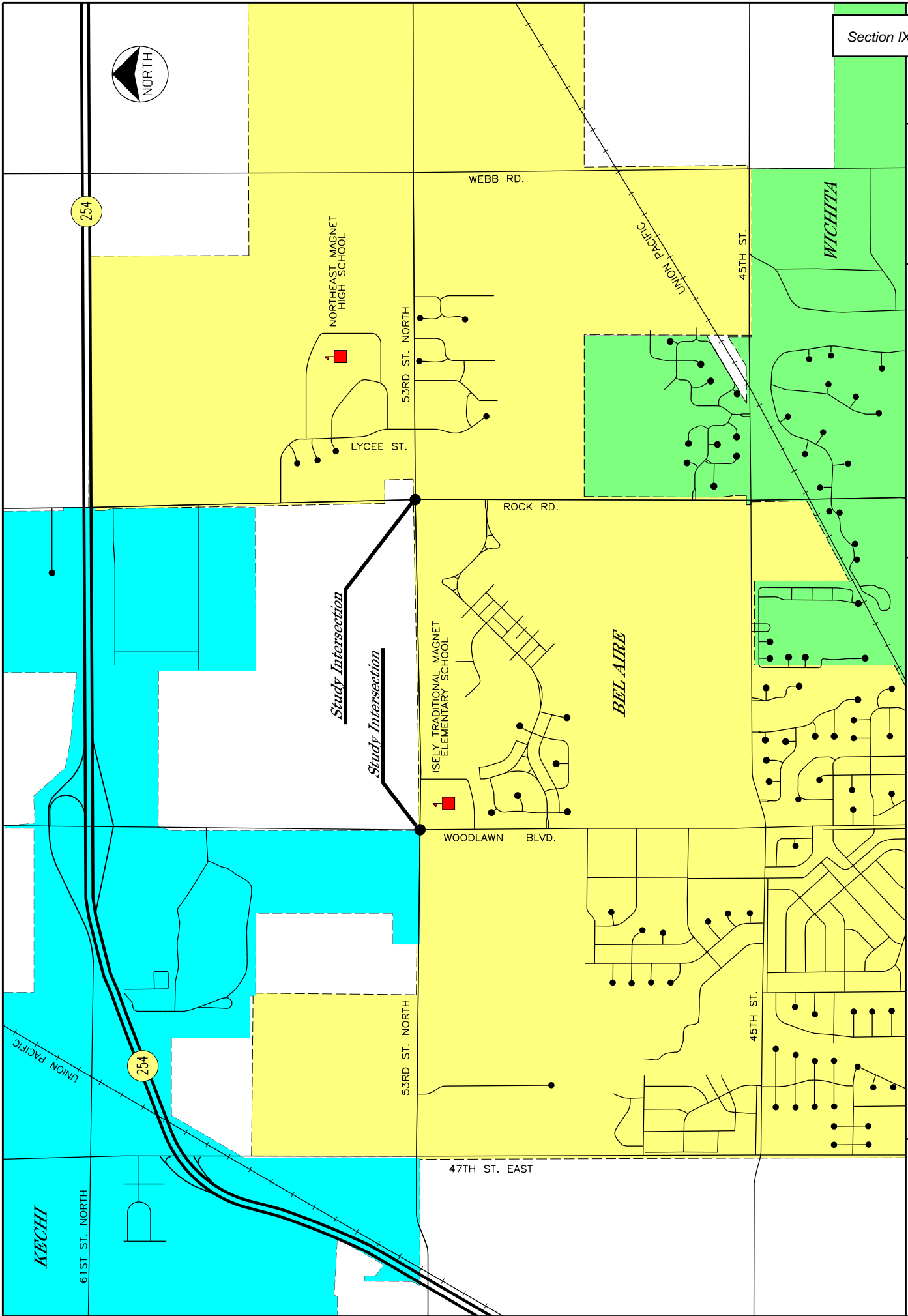
Woodlawn Boulevard, Rock Road and 53rd Street North are section line arterial roadways that form part of the major road system in Bel Aire and the surrounding area. Woodlawn Boulevard and Rock Road are north/south routes while 53rd Street North follows an east/west alignment. Each road has a two-lane rural type cross section (no curb & gutter), and left-turn lanes are provided on the east legs of the study intersections (north/south traffic is uninterrupted). Both of the intersections operate under two-way stop control, with drivers on 53rd Street North required to stop. The intersections are located in a somewhat rural setting on the north side of Bel Aire. While there are some neighborhoods in the vicinity, the land near the intersections is mostly undeveloped. Both intersections are located near schools and experience school related traffic patterns. Isely Traditional Magnet Elementary School is located in the southeast quadrant of the Woodlawn Boulevard and 53rd Street North intersection, with driveways located on both roads. Northeast Magnet High School is located northeast of the Rock Road and 53rd Street North intersection and is accessed via Lycee Street.

Due to an increase in crashes in recent years, the city has expressed safety concerns given the higher speed traffic on the uncontrolled approaches of the intersections and their proximity to the nearby schools. The city has suggested that crashes occur for a variety of reasons, such as drivers violating the stop sign control, offset through lane approaches, or sight distance limitations. The city has requested a review of the existing traffic patterns and intersection conditions to determine whether geometric modifications or other improvements should be considered to enhance safety and operations. They have also asked whether the speed limit on Rock Road between 53rd Street North and Lycee Street should be reduced from 55 m.p.h. to 45 m.p.h. Recommendations could include changes to the existing intersection control, geometric improvements, or modifications to the existing signing and pavement markings.

Scope of Study

The following program was developed to complete the analyses:

1. Obtain 24-hour traffic volume counts on the study intersection approaches over a typical weekday using machine traffic volume counters.
2. Conduct manual traffic volume counts at the study intersections during typical weekday morning and afternoon peak periods.
3. Conduct spot speed studies on each of the study intersection approaches.
4. Review intersection sight distances at both intersections based on criteria identified in *A Policy on Geometric Design of Highways and Streets* (2018 Edition, also referred to as the AASHTO Green Book) published by the American Association of State Highway and Transportation Officials (AASHTO).
5. Review recent crash experience for the study intersections.
6. Analyze the data that were collected to address specific concerns expressed by the city at each intersection. Assess whether other measures, such as geometric modifications, sight line improvements or changes to the existing traffic control devices may be appropriate to address identified or observed deficiencies.
7. Prepare a report documenting our data collection, analyses and recommendations.



Section IX, Item A.

Figure

August 2021

No Scale

Intersection Analyses

Bel Aire, Kansas

LOCATION MAP



Data Collection

Data collection for this study and the methods used in its collection conform to current *Manual on Uniform Traffic Control Devices* (MUTCD) guidelines and recognized traffic engineering data collection procedures of the Institute of Transportation Engineers (ITE). The MUTCD is the Federal Highway Administration (FHWA) reference adopted as the standard governing the use of traffic control devices in the State of Kansas.

Intersection Characteristics

An aerial image of the study area has been included in the Appendix (Figure A-1). Some pertinent characteristics of the intersections recorded at the time of the site investigation are listed below.

Woodlawn Boulevard and 53rd Street North

- Woodlawn Boulevard has 12-foot lanes and approximately five (5) feet of paved shoulder in both directions, while 53rd Street North has 10-foot lanes and approximately one (1) foot of paved shoulder in both directions. In advance of the intersection, the east leg of 53rd Street North is widened to add a left-turn lane. Since there is no left-turn lane on the west leg, the through lanes for eastbound drivers are offset by approximately ten (10) feet.
- The horizontal and vertical alignments of both roads can generally be characterized as straight and level. The intersection area is relatively flat and free of fixed objects. Foreslopes along the intersection approaches are fairly mild, though steeper slopes exist along the west leg of the intersection.

USE RESTRICTED
23 USC 409

• Both roadways are marked with center lines and edge lines. A stop line is in place on the east leg, but not the west leg. At the time of data collection (March of 2021), the stop line and left-turn lane markings on the east leg were mostly faded. The Stop (MUTCD No. R1-1) signs currently in use on 53rd Street North have a 30" x 30" size for single-lane conventional roads. A Stop Ahead (MUTCD No. W3-1, 30" x 30" size) sign is posted for both stopped approaches. The posted speed limit on Woodlawn Boulevard is 55 m.p.h. north of the intersection, and 40 m.p.h. south of the intersection. The posted speed limit on both 53rd Street North intersection approaches is 40 m.p.h. Neither road has a reduced school speed limit zone. All signs were found to be in good condition.

- There are two (2) driveways for the elementary school near the intersection; one is located 500 feet south of the intersection on Woodlawn Boulevard, and the other is located 750 feet to the east on 53rd Street North. Based on the school layout, it appeared that the main access to the school is via Woodlawn Boulevard.
- Continuous lighting is provided on the south and east intersection approaches, and a single luminaire is located on the northeast corner of the intersection.

Rock Road and 53rd Street North

- The characteristics of the Rock Road and 53rd Street North intersection are generally similar to those of the Woodlawn Boulevard and 53rd Street North intersection. Rock Road has 12-foot lanes and approximately three (3) feet of mild turf shoulder in both directions, while 53rd Street North has 10-foot lanes and approximately one (1) foot of paved shoulder in both directions. In advance of the intersection, the east leg of 53rd Street North is widened to add a left-turn lane. Since there is no left-turn lane on the west leg, the through lanes for eastbound drivers are offset by approximately ten (10) feet.
- The horizontal and vertical alignments of both roads can generally be characterized as straight and level. The intersection area is relatively flat and free of fixed objects. There are a few utility poles near the intersection, but they are located approximately 30 feet from the Rock Road edge of travel. Foreslopes at the intersection are fairly mild.

USE RESTRICTED
23 USC 409

• Both roadways are marked with center lines and edge lines. A stop line is in place on the east leg, but not the west leg. At the time of data collection (March of 2021), the center line markings on the west leg were mostly faded. The Stop (MUTCD No. R1-1) signs currently in use on 53rd Street North have a 30" x 30" size for single lane conventional roads. A "Cross Traffic Does Not Stop" (MUTCD No. W4-4P, 24" x 12" size) sign is posted below each stop sign, and a Stop Ahead (MUTCD No. W3-1, 30" x 30" size) sign is posted for both stopped approaches as well. The posted speed on Rock Road is 55 m.p.h north of the intersection, and 45 m.p.h. south of the intersection. The posted speed limit on both 53rd Street North intersection approaches is 40 m.p.h. All signs were found to be in good condition.

- There are three (3) driveways in the vicinity, located approximately 200, 300 and 450 feet east of the intersection. The nearest driveway is for a medical office, while the other two form a loop driveway for a residence.
- Continuous street lighting is provided along all intersection approaches, and a luminaire is located on the northeast and southwest corners of the intersection.

Machine Traffic Volume Counts

TranSystems placed machine traffic volume counters on each approach to the study intersections to determine 24-hour two-way traffic flow characteristics over a typical weekday. The counters were in place between Tuesday, March 30, 2021, and Thursday, April 1, 2021. The counts were tabulated in 15-minute intervals by direction of travel and are included in the Appendix (Pages A-2 to A-9). The 24-hour traffic volumes recorded at each of the counter locations are summarized below in Table 1.

USE RESTRICTED 23 USC 409

**Table 1
24-Hour Approach Volumes**

Location	Intersection Approach Volume				Total Volume
	NB	SB	EB	WB	
Woodlawn Boulevard and 53rd Street North	1,908	1,353	747	929	4,937
Rock Road and 53rd Street North	2,060	1,456	671	1,363	5,550

The 24-hour counts shown in Table 1 indicate moderate traffic volumes at the study intersections, with heavier volumes on the north/south routes. At Woodlawn Boulevard and 53rd Street North, north/south traffic accounts for 66 percent of the overall intersection volume, while at Rock Road and 53rd Street North, the north/south traffic accounts for 63 percent of the overall intersection volume. These findings support the current prioritization of north/south traffic at these two-way stop controlled intersections.

Manual Traffic Volume Counts

TranSystems conducted manual traffic volume counts at the study intersections during typical weekday morning and afternoon peak periods. These data were collected on Wednesday, March 31, 2021. At Woodlawn Boulevard and 53rd Street North, count times were 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M. At Rock Road and 53rd Street North, count times were 7:00 A.M. to 9:00 A.M. and 2:00 P.M. to 6:00 P.M. A longer afternoon count time at this intersection was used in order to capture traffic associated with high school dismissal which occurs at 2:10 P.M. The peak hours occurred between 7:15 A.M. and 8:15 A.M. for the morning peak at both intersections, but varied for the afternoon peak (3:45 P.M. to 4:45 P.M. at Woodlawn Boulevard and 53rd Street North, 4:30 P.M. to 5:30 P.M. at Rock Road and 53rd Street North). The turning movement volumes recorded during each of the intersection peak hours are shown in the Appendix (Figure A-10). Pertinent observations recorded at the time of our counts are summarized below:

Woodlawn Boulevard and 53rd Street North

- As shown on Figure A-10, traffic volumes during the morning peak hour were heavier on Woodlawn Boulevard, particularly for through traffic. North/south traffic accounted for roughly 65% of all entering vehicles during the peak hour. On the 53rd Street North approaches, about half of the traffic turned onto Woodlawn Boulevard, most of which traveled south towards the more developed areas of Bel Aire and the Wichita metro area. Fairly low volumes of traffic on Woodlawn Boulevard turned onto 53rd Street North during the morning peak time.
- Traffic patterns during the afternoon peak hour were generally similar to those in the morning peak hour, and north/south traffic on Woodlawn Boulevard accounted for roughly 70% of all entering vehicles during the peak hour. Through traffic on Woodlawn Boulevard accounted for the highest individual volumes, though there were over twice as many vehicles on Woodlawn Boulevard that turned onto 53rd Street North during the afternoon peak hour. One noticeable increase was for northbound drivers on Woodlawn Boulevard turning right onto eastbound 53rd Street North, an increase from 10 vehicles in the morning to 76 in the afternoon. The combined traffic volumes on the 53rd Street North approaches during the peak hours were nearly identical, 158 vehicles in the morning versus 162 in the afternoon.

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- Minimal delay and vehicle queuing was observed on the 53rd Street North approaches during the count periods (no more than 2-3 vehicles typically), as drivers were able to find frequent gaps in traffic on Woodlawn Boulevard to depart the intersection. A few incomplete/rolling stops were observed at random times, but all drivers on 53rd Street North were observed to recognize and react to the stop control at the intersection.
- Some longer vehicle queues were observed on 53rd Street North between Woodlawn Boulevard and the elementary school entrance (~750' east of the intersection) both before and after school as parents arrived for student drop-off and pick-up. School traffic primarily circulates in a clockwise pattern, with drivers entering via 53rd Street North and exiting via Woodlawn Boulevard. Vehicles in the queue would sometimes come to a stop as traffic at the school entrance became congested, but overall these would form and dissipate over the course of about ten (10) minutes, and they did not impact operations at the intersection with Woodlawn Boulevard. Eastbound through traffic on 53rd Street North was generally minimal during this period, but a few drivers were observed driving in the left-turn lane for westbound traffic to bypass the slow/stopped vehicles. Conditions on the school site were not documented but may be contributing to these delays. Given the relatively short duration of this congestion, on site improvements should be considered initially before more extensive geometric improvements on 53rd Street North, such as construction of a right-turn auxiliary lane for the school drive.
- Minimal pedestrian/bicyclist activity was observed at the intersection. One (1) pedestrian was observed walking along Woodlawn Boulevard during the morning count period, and one (1) bicyclist was observed on Woodlawn Boulevard during the afternoon count period.

Rock Road and 53rd Street North

- As shown on Figure A-10, traffic volumes were fairly balanced between the two roads during the morning peak hour. Combined approach volumes on Rock Road totaled 210 vehicles (about 55% of all entering vehicles), compared to 175 vehicles on the 53rd Street North approaches. Through movements were the primary traffic pattern on most intersection approaches, but turning traffic accounted for a meaningful portion of the total volume, particularly on the east/west approaches. Traffic volumes on 53rd Street North between the Rock Road and Woodlawn Boulevard intersections were similar.
- During the afternoon peak hour, traffic traveling northbound on Rock Road approximately doubled compared to the morning peak hour (102 vehicles in the morning versus 206 in the afternoon), and north/south traffic on Rock Road accounted for roughly 60% of all entering vehicles during the peak hour. Increased volumes were also recorded on the southbound and westbound approaches, although they weren't as considerable. Since the afternoon peak hour at the intersection occurred over two (2) hours after dismissal at the nearby high school, the increase in total volume is likely due to commuter traffic.
- During the morning and afternoon peak hours, little delay and vehicle queuing was observed on the 53rd Street North approaches, with only 2 – 4 vehicles typically stopped at one time. Queuing increased immediately following dismissal at the high school, partially due to the presence of school buses in the queue which required longer gaps in traffic along Rock Road in order to cross or enter the traffic stream. Even so, the traffic queues dissipated relatively quickly and drivers did not experience excessive delay.
- During the manual traffic counts, it was observed that all drivers on 53rd Street North recognized and reacted to the stop at Rock Road, but many drivers on the east leg (westbound traffic) would stop beyond the stop line or come to an incomplete/rolling stop before proceeding through the intersection.
- There was no pedestrian activity observed during the count periods, but 3 – 5 bicyclists were observed on random approaches during both the morning and afternoon counts.

Spot Speed Studies

A spot speed study is a typical method used to determine vehicle speed characteristics along a particular roadway segment. One of the more important statistics obtained from a spot speed study is the 85th percentile speed. This statistic represents the speed at which 85 percent of the observed vehicles are traveling at or below and it is generally regarded as the speed considered reasonable and appropriate by most drivers. A spot speed study was conducted to determine vehicle speeds on each of the intersection approaches using the speed recording function of the machine traffic counters. The results of the study for data collected on Wednesday, March 31, 2021, are summarized on the following page in Table 2. Relative frequency distributions for these data have also been prepared and are included in the Appendix (Pages A-11 to A-18).

**Table 2
Spot Speed Study Results**

Location		Posted Speed, m.p.h.	85th Percentile Speed, m.p.h.
53rd Street North	500' East of Woodlawn Blvd.	40	45.9
53rd Street North	800' West of Woodlawn Blvd.	40	48.7
Woodlawn Blvd.	700' North of 53rd Street North	55	54.8
Woodlawn Blvd.	200' South of 53rd Street North	40	45.4
53rd Street North	500' East of Rock Road	40	40.5
53rd Street North	600' West of Rock Road	40	49.8
Rock Road	600' North of 53rd Street North	55	55.3
Rock Road	300' South of 53rd Street North	45	48.5

The 85th percentile speeds shown in Table 2 indicate varying levels of motorist compliance with the posted speed limits. Driver speeds on the uncontrolled approaches of Woodlawn Boulevard and Rock Road were within five (5) m.p.h. of the posted speed, and in one location the 85th percentile speed was just below the posted speed. This suggests that the speed limits on Woodlawn Boulevard and Rock Road are appropriate for current conditions. For Rock Road, this finding is notable as the city had a question about reducing the speed limit on Rock Road between 53rd Street North and Lycee Street from 55 m.p.h. to 45 m.p.h. The above findings indicate that the current 55 m.p.h. speed limit should remain in place.

Motorist compliance with the speed limits on 53rd Street North show a larger variation. At most locations, 85th percentile speeds exceed the 40 m.p.h. posted speed by approximately 5 – 10 m.p.h. In only one location, east of Rock Road, were driver speeds consistent with the posted speed. This suggests that an increase to the posted speed on segments of 53rd Street North could be supported by the observed 85th percentile speeds. Drivers may consider the slightly higher speeds reasonable due to the rural setting, low access density and generally clear roadside along sections of 53rd Street North.

Intersection Sight Distance

Intersection sight distance is provided at intersections to allow the drivers of stopped vehicles to depart from their approach and enter or cross the major road. Intersection sight distances along Woodlawn Boulevard and Rock Road for the 53rd Street North approaches were measured in accordance with AASHTO Green Book criteria. The intersection sight distances measured for each of the approaches are shown below in Table 3.

**Table 3
Intersection Sight Distances**

53rd Street North Approach	Direction Looking Along Woodlawn Boulevard	Approximate Sight Distance (feet)	
		Measured	Recommended *
Eastbound	North	>1,000	530 - 610
	South	>1,000	480 - 555
Westbound	North	>1,000	530 - 610
	South	>1,000	480 - 555
53rd Street North Approach	Direction Looking Along Rock Road	Approximate Sight Distance (feet)	
		Measured	Recommended *
Eastbound	North	>1,000	530 - 610
	South	>1,000	480 - 555
Westbound	North	>1,000	530 - 610
	South	>1,000	480 - 555

* Sight distance based on AASHTO criteria for the approach speed along the uncontrolled cross street. When looking north, values are shown for a 55 m.p.h. approach speed. When looking south, values are shown for a 50 m.p.h. approach speed. The lower value in the range is the sight distance for a right-turn or crossing maneuver, while the upper value is the sight distance for a left-turn maneuver.

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Of note in Table 3 is that recommended sight distances are given for two approach speeds; 55 m.p.h. when looking north, and 50 m.p.h. when looking south. These speeds are used to account for the 85th percentile speed of vehicles on the north and south approaches of the intersections. While a 45 m.p.h. speed could potentially be used for the south approach at Woodlawn Boulevard and 53rd Street North based on the 85th percentile speed, 50 m.p.h. was chosen to provide a more conservative value for the recommended sight distances.

The data in Table 3 indicate that the measured intersection sight distances are well above the recommended AASHTO values (reference: Chapter 9 of the AASHTO Green Book) for all maneuvers at the study intersections. In fact, in some directions drivers on the 53rd Street north approaches can see more than twice the recommended AASHTO value for some maneuvers.

Crash Experience

Crash records for the study intersections were requested from the city of Bel Aire for the time period between January 1, 2018 and March 1, 2021. Over this 38-month time period, there were three (3) crashes at the intersection of Woodlawn Boulevard and 53rd Street North and 13 crashes at the intersection of Rock Road and 53rd Street North. An additional two (2) crash reports were provided, but they involved single vehicle lane departure crashes on Rock Road near 53rd Street North and information in the reports indicated these were not intersection related.

Woodlawn Boulevard and 53rd Street North

Three (3) crashes over the 38-month analysis period corresponds to a crash frequency of 0.95 crashes per year and a crash rate of 3.3 crashes/tmev using current traffic volume information. For reference, a typical crash rate along the Kansas state highway system is 5.0 crashes/tmev for rural intersections and 10.0 crashes/tmev for urban intersections. A summary of each of the three (3) crashes is included below:

- On August 16, 2018, at 8:35 A.M., a rear-end crash occurred on northbound Woodlawn Boulevard as a driver was waiting for southbound vehicles to pass before turning left onto 53rd Street North. The stopped driver was struck from behind by another northbound vehicle. Inattentive driving was cited as the cause of the crash. No injuries were reported.
- On February 17, 2020, at 1:32 P.M., a crash occurred when a vehicle traveling westbound on 53rd Street North turned left onto southbound Woodlawn Boulevard and collided with a northbound vehicle. Although the crash report did not identify the apparent causes for the crash, the westbound driver was issued a citation for running the stop sign. Minor injuries were reported as a result of the crash.
- On November 11, 2020, at 5:42 P.M., a crash occurred when a vehicle turning left from northbound Woodlawn Boulevard to westbound 53rd Street North collided with a motorcycle stopped on the eastbound approach. The driver stated that they did not see the motorcyclist and “cut the corner” of the eastbound lane, resulting in the crash. The motorcyclist reported minor injuries from the event.

The above findings indicate no readily apparent crash patterns at the Woodlawn Boulevard and 53rd Street North intersection. It is also encouraging that the intersection has a low crash frequency and a crash rate that is well below the typical crash rate for rural and urban intersections along the Kansas state highway system.

Rock Road and 53rd Street North

Thirteen (13) crashes over the 38-month analysis period corresponds to a crash frequency of 4.11 crashes per year and using current traffic volume information, a crash rate of 12.8 crashes/tmev. As previously noted, a typical crash rate along the Kansas state highway system is 5.0 crashes/tmev for rural intersections and 10.0 crashes/tmev for urban intersections. Using information from the crash reports that were provided, a collision diagram was prepared for the 13 intersection crashes and is included in the Appendix (Figure A-19). Some general statistics and/or patterns identified from the diagram or crash reports are summarized below:

- There were six (6) injury crashes during the analysis period and zero (0) fatalities.

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- Eleven (11) of the 13 total crashes were angle collisions. Seven (7) involved a westbound driver on 53rd Street North that either failed to stop entirely (3 occurrences) or failed to yield to oncoming traffic after stopping (4 occurrences). Four (4) involved an eastbound driver on 53rd Street North, and in three (3) of these, the eastbound driver failed to stop entirely. The other two (2) crashes were left-turn collisions involving drivers on northbound Rock Road who failed to yield to southbound traffic.
- In three (3) of the angle collisions, the reports cited that drivers on 53rd Street North thought that the intersection was a multiway stop, which is why they proceeded into oncoming traffic. It is unusual to see this statement made in multiple reports, as there are signs on the 53rd Street North approaches stating “Cross Traffic Does Not Stop” posted below the stop sign. While it’s not clear how long these signs have been in place, it may suggest that some drivers are confusing the intersection with others in the region with multiway stop control.
- While a few crash reports stated that drivers “did not see” oncoming vehicles on Rock Road, the reports did not indicate any physical sight line limitations, such as vegetation or vertical curvature, which could contribute to a driver’s inability to identify oncoming traffic.
- Despite the intersection’s proximity to a high school, there were only two (2) crashes that occurred during times around school start and dismissal. Neither of these involved high school students.
- Nearly all crashes occurred during daylight hours, with only one (1) crash occurring at nighttime. Sun glare was not reported as a factor in any of the crashes, and none occurred in hours where sun glare would have been a significant factor for the motorists involved.
- There were three (3) crashes in which the pavement was wet, though wet/icy pavement was thought to be a contributing factor in only one (1) of the crashes.

The above information indicates that the intersection of Rock Road and 53rd Street North has a moderate frequency of crashes and a crash rate that is above average when compared to the average rural or urban intersection along the state highway system in Kansas. Of primary concern is that angle collisions are the predominant type of crash at this intersection, and several have resulted in injuries. The reports for these offer limited information that might explain their occurrence; however, about half involved drivers on 53rd Street North who failed to stop entirely. It is also concerning that a few drivers confused the two-way stop sign control for multiway stop control, despite signage indicating that traffic on Rock Road is uncontrolled. These findings suggest that some other form of intersection control may be appropriate to mitigate these crashes.

Analysis

Based on the data that were collected, the intersection of Woodlawn Boulevard and 53rd Street North appears to be operating in a relatively efficient and safe manner. Minimal delay and vehicle queuing was observed on the 53rd Street North approaches, sight lines are adequate, and the crash rate is well below statewide averages. Conditions are generally similar at the intersection of Rock Road and 53rd Street North, with the exception that the intersection crash rate exceeds statewide averages and there is a frequent occurrence of angle collisions at the intersection. Angle collisions are of concern since these tend to be more severe than other crash types. At the request of the city of Bel Aire, modifications to the intersection control at both study intersections have been evaluated.

Multiway Stop Control

Multiway stop control can be useful as a safety measure at intersections where certain conditions exist, particularly where the volume of traffic on the intersecting roads is approximately equal. However, a multiway stop is the most restrictive form of intersection control since all vehicles at the intersection are required to stop, regardless of the situation, which has an adverse impact on efficiency and fuel consumption. This would be a significant change from the current conditions on Woodlawn Boulevard and Rock Road at their intersections with 53rd Street North, which have likely been uninterrupted roadways for many years, and a change to multiway stop control may be viewed by drivers as unreasonable, particularly during off-peak time periods. Unnecessary traffic control devices can lead to driver frustration, an attitude of disrespect in motorists, and may lead to violations.

When evaluating the use of multiway stop control, the MUTCD states that the following criteria should be considered in the engineering study for a multiway stop sign installation:

- A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. Five (5) or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
 - 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any eight (8) hours of an average day; and
 - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same eight (8) hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
 - 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 miles per hour, the minimum vehicular volume warrants are 70 percent of the above values.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criteria C.3 is excluded from the condition.

Woodlawn Boulevard and 53rd Street North

Based on the data collection for the Woodlawn Boulevard and 53rd Street North intersection, none of the multiway stop control criteria are fully satisfied at this time. Traffic volumes on Woodlawn Boulevard for the highest eight (8) hours average 265 vehicles per hour, with 139 vehicles per hour on 53rd Street North during the same hours. While these volumes approximately equal or exceed the thresholds established by Criteria C.3 (210 vehicles per hour on the major street, and 140 vehicles per hour on the minor street), cursory observations of delay at the intersection did not indicate an average delay exceeding 30 seconds per vehicle. Lastly, only one (1) of the three (3) crashes at the intersection would be susceptible to correction by installing a multiway stop.

While the traffic volumes at the intersection approximately satisfy the thresholds for multiway stop control, the intersection appears to operating in a satisfactory manner with the current two-way stop control at this time and there are no compelling reasons to convert it to a multiway stop. Another consideration is that the traffic flows are generally imbalanced with 66 percent of the traffic on Woodlawn Boulevard in comparison to 34 percent on 53rd Street North. Multiway stop control is typically most effective at locations where traffic volumes are relatively balanced on all approaches. If traffic volumes on 53rd Street North increase due to continued development in the vicinity, or if a correctable crash pattern forms, multiway stop control should be re-evaluated as a potential future modification to the intersection control.

Rock Road and 53rd Street North

Based on the data collected for the Rock Road and 53rd Street North intersection, Criteria B and the volume component of Criteria C.3 are satisfied. The intersection has experienced multiple 12-month periods with five (5) or more crashes susceptible to correction by the installation of multiway stop control. The intersection has an average of 245 vehicles per hour on Rock Road during the highest eight (8) hours of traffic, with 162 vehicles per hour on 53rd Street North during the same hours. While driver delay was not formally measured, cursory observations of delay at the intersection did not indicate an average delay exceeding 30 seconds per vehicle.

Multiway stop control would likely be effective in reducing the number of angle collisions occurring at the intersection of Rock Road and 53rd Street North, as studies have shown up to a 48-percent reduction in crashes when converting two-way stop control to multiway stop control. Traffic volumes are also somewhat balanced during the heaviest hours of traffic at the intersection (roughly 60 percent on Rock Road and 40 percent on 53rd Street North), and multiway stop control should enhance operations on 53rd Street North after dismissal at the nearby high school. For these reasons, multiway stop control could be used at the intersection of Rock Road and 53rd Street North. While a multiway stop would be less convenient for drivers on Rock Road, drivers are already required to stop at the adjacent section line road intersections located one (1) mile to the north and south (Kansas Highway 254 and 45th Street North, respectively).

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Traffic Signal Control

The use of traffic signal control can be an effective means of assigning right-of-way to various movements at an intersection, thereby providing for the orderly movement of traffic. These devices can increase the traffic-handling capacity of an intersection while also reducing the frequency and severity of certain types of crashes, especially angle collisions. However, installing a traffic signal without proper justification can result in disadvantages as well, such as higher overall intersection delay, higher vehicle emissions, noncompliance of control, increased use of other routes to avoid the signal, and an increase in the frequency of other types of crashes, particularly rear-end collisions.

The most current version of the MUTCD outlines nine warrants that justify the need for a traffic signal. It also states that the satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal. The nine warrants are listed below.

- Warrant 1: Eight-Hour Vehicular Volume
- Warrant 2: Four-Hour Vehicular Volume
- Warrant 3: Peak Hour
- Warrant 4: Pedestrian Volume
- Warrant 5: School Crossing
- Warrant 6: Coordinated Signal System
- Warrant 7: Crash Experience
- Warrant 8: Roadway Network
- Warrant 9: Intersection Near an At-Grade Rail Crossing

Woodlawn Boulevard and 53rd Street North

In evaluating each of these MUTCD warrants for the Woodlawn Boulevard and 53rd Street North intersection, we found that the intersection does not fully satisfy the requirements of any warrant at this time. Completed worksheets for the traffic signal volume warrants (Warrants 1, 2 and 3) have been included in the Appendix (Pages A-20 and A-21). Only one (1) of the eight (8) hours with the highest traffic volume totals meet the traffic volume thresholds of Warrant 1, Condition A, and no hours meet the thresholds for Warrant 1, Condition B. There are no hours that satisfy the requirements of Warrants 2 or 3. Warrants 5, 6, 8 and 9 do not apply at this location, and the intersection has not experienced the number of crashes required to satisfy Warrant 7 as identified in the MUTCD (five or more reported crashes in a 12-month period that are susceptible to correction by a traffic control signal). Based on these findings, traffic signal control is not recommended at the intersection of Woodlawn Boulevard and 53rd Street North at this time.

Rock Road and 53rd Street North

When evaluating the MUTCD warrants for traffic signal control at the Rock Road and 53rd Street North intersection, we found that the intersection does not fully satisfy the requirements of any warrant at this time. Completed worksheets for the traffic signal volume warrants (Warrants 1, 2 and 3) have been included in the Appendix (Pages A-22 and A-23). None of the eight (8) hours with the highest traffic volume totals meet the traffic volume thresholds of Warrant 1, Condition A or Condition B. Only one (1) of the required four (4) hours with the highest traffic volume totals satisfy the requirements of Warrant 2, and no hours satisfy the requirements of Warrant 3. Warrants 5, 6, 8 and 9 do not apply at this location. Warrant 7 applies, and while there is a frequency of correctible crashes that satisfies the crash experience component of the warrant, there is insufficient traffic volume to meet the Warrant 7 requirements. Based on these findings, traffic signal control is not recommended at the intersection of Rock Road and 53rd Street North at this time.

Roundabout Control

Another potential form of control for these intersections that could be implemented is roundabout control. Over the last two decades, roundabout use has grown significantly throughout the United States, especially throughout the state of Kansas, and has proven to be effective in improving both intersection safety and efficiency. Roundabouts operate by gap acceptance, in that drivers approaching the roundabout must yield to traffic already circulating within the roundabout. Yield control is much less restrictive when compared to stop control, thereby reducing delays and improving overall operations. Another design feature of roundabouts is that they slow and deflect approaching traffic. The slow speeds combined with one-way circular flow have been proven to reduce the frequency and severity of crashes at roundabout intersections, especially angle collisions. Another feature of a roundabout is the flared entry, a widening of the approach at the entry. This allows vehicles to enter the roundabout easily and it can be used to provide one or two additional roundabout entry lanes, thus increasing its capacity and improving overall performance.

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Guidance for the use and design of roundabouts has been published by the state of Kansas in the document, the *Kansas Roundabout Guide*, which is intended to be a companion document to NCHRP Report 672, *Roundabouts: An Informational Guide*. These documents outline various characteristics of roundabouts and provide direction regarding the planning, design, construction, maintenance, and operation of roundabouts.

Woodlawn Boulevard and 53rd Street North

While the construction of a roundabout at the intersection of Woodlawn Boulevard and 53rd Street North could be expected to provide positive safety and operational benefits, the intersection already appears to be operating in a relatively efficient and safe manner at this time. As a result, roundabout control would be an appropriate future alternative for this intersection as the surrounding area begins to develop and traffic volumes increase. According to the city's 2014 Comprehensive Plan Update, Woodlawn Boulevard and 53rd Street North are planned as four-lane roadways in the future. While these planned improvements would suggest the future need for a multilane roundabout at the intersection due to the four-lane configuration, it is likely that a single lane roundabout would operate efficiently at the intersection for several years. Studies have shown that single-lane roundabouts provide sufficient capacity for typical daily volumes as high as 20,000 vehicles per day. With a current intersection volume of approximately 5,000 vehicles per day, traffic at this location would have to increase significantly before reaching the capacity of a single lane roundabout. To account for the potential need for multilane approaches in the future, the roundabout could be designed to allow for internal widening.

Rock Road and 53rd Street North

Based on the frequency and types of crashes at the intersection of Rock Road and 53rd Street North, we would consider this location to be a good candidate for roundabout control. All of the 13 crashes that have occurred at this intersection in recent years have been angle or left-turn collisions, crash types that are greatly reduced or eliminated by roundabout control. In addition, a roundabout at this location would likely enhance operations both before and after school, when larger amounts of traffic are present at the intersection over a short period, including younger drivers. A roundabout at this location may also assist in reinforcing the speed change on Rock Road from 55 m.p.h. to 45 m.p.h. as drivers experience a transition from a rural setting to a more urban environment entering the city limits. Similar to a potential roundabout at Woodlawn Boulevard and Rock Road, a roundabout at this intersection could be constructed with single-lane entries that could be widened for increased capacity if necessary in the future.

A conceptual layout for a single-lane roundabout at the intersection of Rock Road and 53rd Street North has been prepared and is shown on Figure 2. The roundabout should be designed with an outside diameter of approximately 160 feet, or 180 – 190 feet if accommodations will be made for a future multilane configuration. Drainage modifications and utility relocations would be required as part of the roundabout construction, and right-of-way acquisition may also be required based on the diameter of the roundabout. Access management is an important consideration in the design of a roundabout. As shown on Figure 2, there are two (2) options illustrated for the existing driveway on 53rd Street North. The first option shows the splitter island on the east leg of the roundabout passing through the medical building driveway, allowing only right-turns in and out of the driveway. To maintain full access to the property, a second “right-in-right-out” driveway is shown on Rock Road. This allows for traffic to enter and exit the driveways in all directions when paired with the roundabout. This option is the preferred design alternative. Longer splitter islands are important on higher speed roundabout approaches in order to reduce driver speeds prior to entering the roundabout. If full access must be maintained at the existing driveway on 53rd Street North, the splitter island could be shortened and a short left-turn lane into the driveway could be provided, as shown in a second option on Figure 2 in the lower right inset.

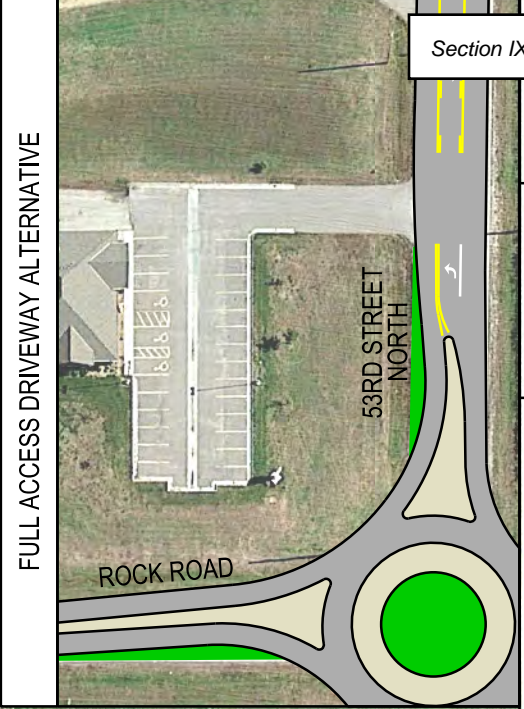
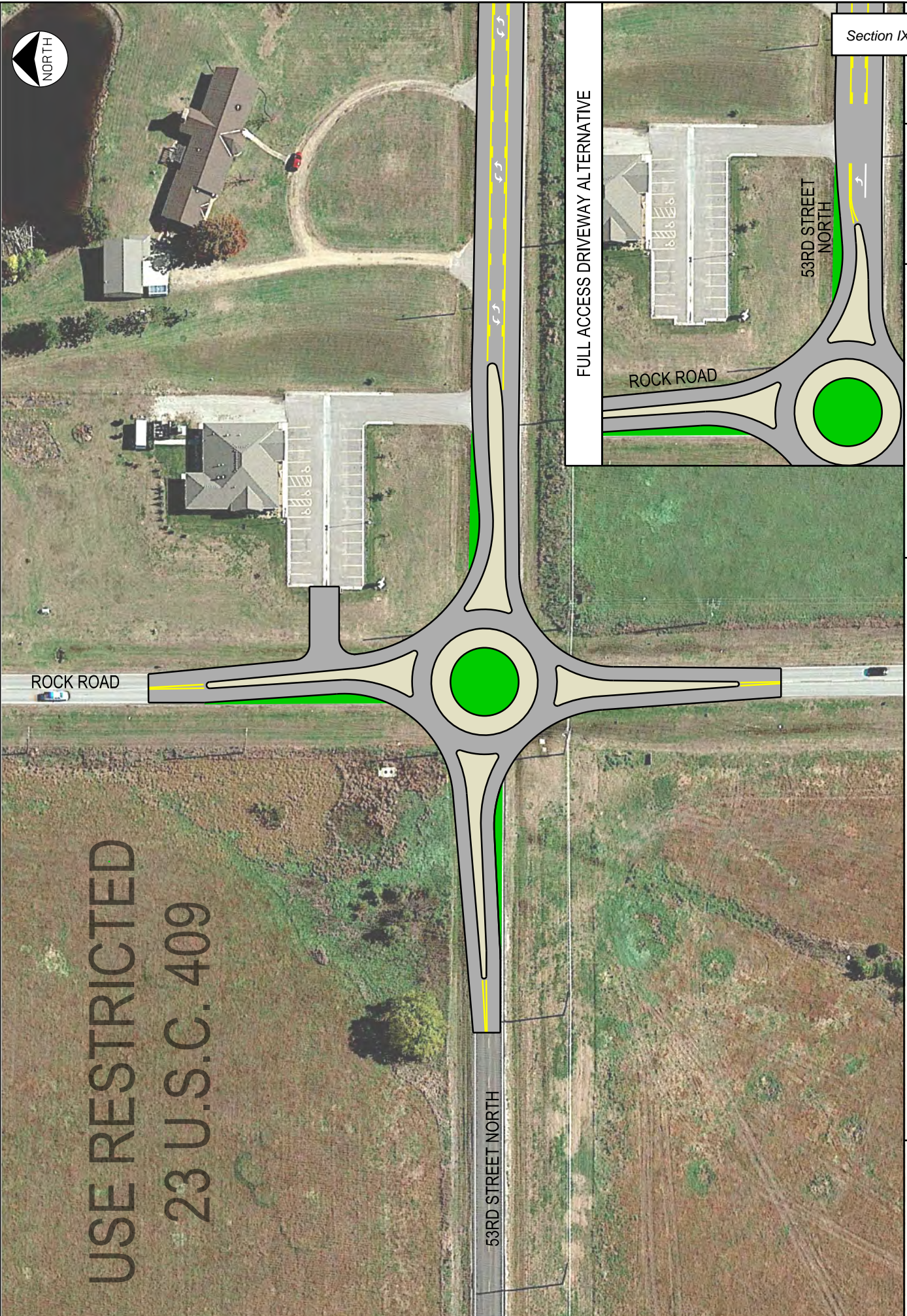
Intersection Control Recommendations

Woodlawn Boulevard and 53rd Street North

The above analysis has indicated that the existing two-way stop control at the intersection of Woodlawn Boulevard and 53rd Street North should remain in place with no modifications to the existing intersection traffic control devices. If traffic volumes on 53rd Street North increase due to continued development in the vicinity, or if a correctable crash pattern forms, the existing conditions should be reevaluated to determine the need for an intersection control modification. Roundabout control would be preferred over multiway stop or traffic signal control for this location given the proven safety and operational performance of roundabouts throughout the state of Kansas. To support this future alternative, it may be beneficial for the city to reserve right-of way in the intersection quadrants prior to additional development of the adjacent land.

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Section IX, Item A.

Intersection Analyses

Bel Aire, Kansas

August 2021

No Scale

Figure

ROUNDABOUT IMPROVEMENT CONCEPT
ROCK ROAD AND 53RD STREET NORTH



Rock Road and 53rd Street North

Analysis of the data collected at the intersection of Rock Road and 53rd Street North has identified that either multiway stop control or roundabout control could be implemented to address the crash patterns at the intersection. In considering the best alternative for the intersection, an important consideration for the city is the cost associated with the alternatives. Multiway stop control is a low cost alternative that could be implemented rather quickly. The costs involved would generally be associated with additional signage and would likely be no more than \$5,000 – \$10,000. In contrast, costs associated with roundabout installation would be much higher since this will require the complete reconstruction of the intersection, property acquisition, and utility relocation. A typical construction cost for a roundabout of this size would range between approximately \$2,000,000 and \$2,500,000 based on costs for roundabouts in other similar locations throughout Kansas.

Based on all factors, we would initially recommend that the city install multiway stop control at this intersection, but at the same time, plan for installation of a roundabout as the safest and most efficient long-term form of control to implement when funding becomes available. Interim use of multiway stop control offers a potential solution to address the crash history at the intersection, and it can be implemented rather quickly and at a relatively low cost. However, roundabout control is the preferred long-term modification for this location since this form of control should provide much more efficient operations than multiway stop control while also eliminating the angle and left-turn collisions that have been occurring at this location. In conjunction with this, we would recommend that the city reserve right-of way in the intersection quadrants prior to any additional development of the adjacent land.

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While there may be some concerns about drivers on Rock Road who might not obey the new stop sign control, measures can and should be taken to educate drivers about the proposed change. The city should utilize various media outlets (newspaper, internet, etc.) to publicize the new type of control. With this advance notification and most importantly, proper device placement, drivers on Rock Road should not have difficulty recognizing and complying with the stop signs. The following traffic control device improvements are also recommended as part of implementing the change to multiway stop control:

- Install a Stop (MUTCD No. R1-1, 36" x 36" size) sign with ALL WAY (MUTCD No. R1-3P, 18" x 6" size) plaque for each approach. A slightly larger size is recommended for all of the Stop signs at this intersection since just over half of the angle collisions have involved drivers on 53rd Street North who failed to stop entirely. The existing Cross Traffic Does Not Stop plaques will need to be removed. To enhance motorist recognition of the Stop signs, retroreflective strips are recommended as an additional traffic control device for the Stop sign posts (an example is shown in the image at right). The red retroreflective strips should be at least two inches in width and placed the full length of the support from the sign to within two feet above the edge of the roadway.
- Given the change in intersection control, a Stop Ahead (MUTCD No. W3-1, 30" x 30" size) sign should be installed on each Rock Road approach along with two (2) orange or fluorescent red-orange flags (16" x 16" minimum size) above each new Stop and Stop Ahead sign as a temporary supplement to further emphasize the change in control. The flags should remain in place for an adequate time period (roughly 3 – 6 months) so that familiar drivers can become accustomed to the new intersection control. The city should ensure that the flags do not block any of the sign faces.
- Install a 24" solid white stop line for each intersection approach. A stop line is already in place on the east leg, but it would be appropriate to provide these pavement markings for all intersection approaches. A long-life pavement marking material, such as thermoplastic, is recommended to enhance durability and longevity of the markings.



Following the change to multiway stop control, the city should closely monitor operational conditions, driver behavior, and crash experience at this location to determine whether additional treatments should be considered. Options could include installing secondary left-side stop sign assemblies, increasing the size of the stop signs, or the installation of flashing beacons.

Conclusion

The above study has focused on the need for intersection control modifications to enhance safety at Woodlawn Boulevard and 53rd Street North; and, Rock Road and 53rd Street North in the city of Bel Aire, Kansas. The general procedures and analysis for this study were based on criteria set forth in the current edition of the *Manual on Uniform Traffic Control Devices* (MUTCD), the Federal Highway Administration (FHWA) reference adopted as the standard governing the use of traffic control devices in the State of Kansas.

Based on the data that were collected, the intersection of Woodlawn Boulevard and 53rd Street North appears to be operating in a relatively efficient and safe manner. Minimal delay and vehicle queuing was observed on the 53rd Street North approaches, sight lines are adequate, and the crash rate is well below statewide averages. Conditions are generally similar at the intersection of Rock Road and 53rd Street North, with the exception that the intersection crash rate exceeds statewide averages and there is a frequent occurrence of angle collisions at the intersection. Angle collisions are of concern since these tend to be more severe than other crash types.

Additional analyses of various intersection control types has indicated that the existing two-way stop control at Woodlawn Boulevard and 53rd Street North should remain in place with no modifications to the existing intersection traffic control devices. If traffic volumes on 53rd Street North increase due to continued development in the vicinity, or if a correctable crash pattern forms, the existing conditions should be reevaluated to determine the need for an intersection control modification. Roundabout control would be preferred over multiway stop or traffic signal control for this location given the proven safety and operational performance of roundabouts throughout the state of Kansas. To support this future alternative, it may be beneficial for the city to reserve right-of way in the intersection quadrants prior to additional development of the adjacent land.

Analysis of the data collected at the intersection of Rock Road and 53rd Street North has identified that either multiway stop control or roundabout control could be implemented to address the crash patterns at the intersection. In considering all factors, we have initially recommended that the city install multiway stop control at the intersection, while at the same time planning for long-term installation of a roundabout as the safest and most efficient long-term form of control to implement when funding becomes available. Interim use of multiway stop control offers a potential solution to address the crash history at the intersection, and it can be implemented rather quickly and at a relatively low cost. However, roundabout control is the preferred long-term modification for this location since this form of control should provide much more efficient operations than multiway stop control while also eliminating the angle and left-turn collisions that have been occurring at this location. In conjunction with this, we would recommend that the city reserve right-of way in the intersection quadrants prior to any additional development of the adjacent land.

USE RESTRICTED 23 USC 409

Appendix

Study AreaFigure A-1

Machine Traffic Volume Counts..... A-2 to A-9

Turning Movement CountsFigure A-10

Spot Speed Study Results A-11 to A-18

Collision Diagram (Rock Road and 53rd Street North)..... A-19

Traffic Signal Warrant Analysis – Volume Warrants..... A-20 to A-23

Questionnaire A-24



Section IX, Item A.

Figure

August 2021

No Scale

Intersection Analyses

Bel Aire, Kansas

STUDY AREA



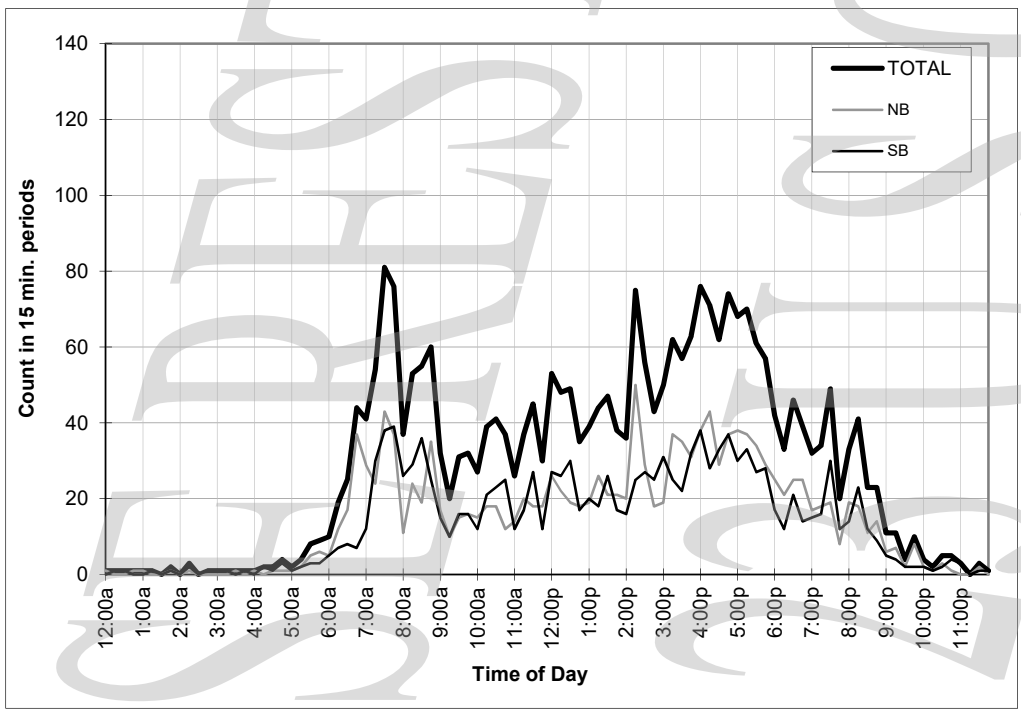
Daily Traffic Count

Kansas Traffic Engineering Assistance Program

Bel Aire, Kansas

Location: **Woodlawn Blvd. 700' North of 53rd St. North**

Period Start	NB	SB	TOTAL	Period Start	NB	SB	TOTAL	Period Start	NB	SB	TOTAL	Period Start	NB	SB	TOTAL
12:00a	1	0	1	6:00a	5	5	10	12:00p	26	27	53	6:00p	25	17	42
12:15a	0	1	1	6:15a	12	7	19	12:15p	22	26	48	6:15p	21	12	33
12:30a	0	1	1	6:30a	17	8	25	12:30p	19	30	49	6:30p	25	21	46
12:45a	1	0	1	6:45a	37	7	44	12:45p	18	17	35	6:45p	25	14	39
1:00a	1	0	1	7:00a	29	12	41	1:00p	19	20	39	7:00p	17	15	32
1:15a	0	1	1	7:15a	24	30	54	1:15p	26	18	44	7:15p	18	16	34
1:30a	0	0	0	7:30a	43	38	81	1:30p	21	26	47	7:30p	19	30	49
1:45a	1	1	2	7:45a	37	39	76	1:45p	21	17	38	7:45p	8	12	20
2:00a	0	0	0	8:00a	11	26	37	2:00p	20	16	36	8:00p	19	14	33
2:15a	1	2	3	8:15a	24	29	53	2:15p	50	25	75	8:15p	18	23	41
2:30a	0	0	0	8:30a	19	36	55	2:30p	29	27	56	8:30p	11	12	23
2:45a	0	1	1	8:45a	35	25	60	2:45p	18	25	43	8:45p	14	9	23
3:00a	0	1	1	9:00a	17	15	32	3:00p	19	31	50	9:00p	6	5	11
3:15a	0	1	1	9:15a	10	10	20	3:15p	37	25	62	9:15p	7	4	11
3:30a	1	0	1	9:30a	15	16	31	3:30p	35	22	57	9:30p	2	2	4
3:45a	0	1	1	9:45a	16	16	32	3:45p	31	32	63	9:45p	8	2	10
4:00a	1	0	1	10:00a	15	12	27	4:00p	38	38	76	10:00p	2	2	4
4:15a	0	2	2	10:15a	18	21	39	4:15p	43	28	71	10:15p	1	1	2
4:30a	1	1	2	10:30a	18	23	41	4:30p	29	33	62	10:30p	3	2	5
4:45a	1	3	4	10:45a	12	25	37	4:45p	37	37	74	10:45p	1	4	5
5:00a	1	1	2	11:00a	14	12	26	5:00p	38	30	68	11:00p	0	3	3
5:15a	2	2	4	11:15a	20	17	37	5:15p	37	33	70	11:15p	0	0	0
5:30a	5	3	8	11:30a	18	27	45	5:30p	34	27	61	11:30p	2	1	3
5:45a	6	3	9	11:45a	18	12	30	5:45p	29	28	57	11:45p	0	1	1



HOURLY TOTALS

Period Start	NB	SB	TOTAL
12:00a	2	2	4
1:00a	2	2	4
2:00a	1	3	4
3:00a	1	3	4
4:00a	3	6	9
5:00a	14	9	23
6:00a	71	27	98
7:00a	133	119	252
8:00a	89	116	205
9:00a	58	57	115
10:00a	63	81	144
11:00a	70	68	138
12:00p	85	100	185
1:00p	87	81	168
2:00p	117	93	210
3:00p	122	110	232
4:00p	147	136	283
5:00p	138	118	256
6:00p	96	64	160
7:00p	62	73	135
8:00p	62	58	120
9:00p	23	13	36
10:00p	7	9	16
11:00p	2	5	7

Approach	Count Date	AM Peak 7:00a - 8:00a	Noon Peak 1:45p - 2:45p	PM Peak 4:00p - 5:00p	Totals
Northbound	3/31/21 Wed	133	120	147	1,455
Southbound	3/31/21 Wed	119	85	136	1,353
TOTAL	3/31/21 Wed	252	205	283	2,808



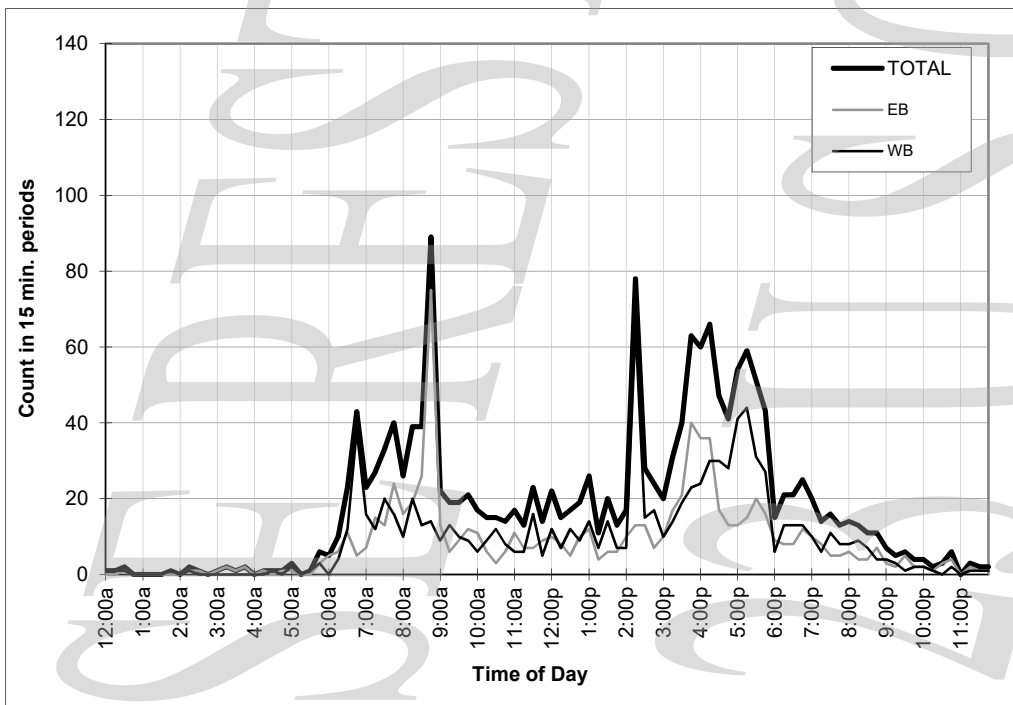
Daily Traffic Count

Kansas Traffic Engineering Assistance Program

Bel Aire, Kansas

Location: **53rd St. North 500' East of Woodlawn Blvd.**

Period Start	EB	WB	TOTAL	Period Start	EB	WB	TOTAL	Period Start	EB	WB	TOTAL	Period Start	EB	WB	TOTAL
12:00a	0	1	1	6:00a	5	0	5	12:00p	10	12	22	6:00p	9	6	15
12:15a	0	1	1	6:15a	6	4	10	12:15p	8	7	15	6:15p	8	13	21
12:30a	1	1	2	6:30a	11	12	23	12:30p	5	12	17	6:30p	8	13	21
12:45a	0	0	0	6:45a	5	38	43	12:45p	10	9	19	6:45p	12	13	25
1:00a	0	0	0	7:00a	7	16	23	1:00p	12	14	26	7:00p	10	10	20
1:15a	0	0	0	7:15a	15	12	27	1:15p	4	7	11	7:15p	8	6	14
1:30a	0	0	0	7:30a	13	20	33	1:30p	6	14	20	7:30p	5	11	16
1:45a	0	1	1	7:45a	24	16	40	1:45p	6	7	13	7:45p	5	8	13
2:00a	0	0	0	8:00a	16	10	26	2:00p	10	7	17	8:00p	6	8	14
2:15a	1	1	2	8:15a	19	20	39	2:15p	13	65	78	8:15p	4	9	13
2:30a	1	0	1	8:30a	26	13	39	2:30p	13	15	28	8:30p	4	7	11
2:45a	0	0	0	8:45a	75	14	89	2:45p	7	17	24	8:45p	7	4	11
3:00a	1	0	1	9:00a	13	9	22	3:00p	10	10	20	9:00p	3	4	7
3:15a	2	0	2	9:15a	6	13	19	3:15p	17	14	31	9:15p	2	3	5
3:30a	1	0	1	9:30a	9	10	19	3:30p	21	19	40	9:30p	5	1	6
3:45a	2	0	2	9:45a	12	9	21	3:45p	40	23	63	9:45p	2	2	4
4:00a	0	0	0	10:00a	11	6	17	4:00p	36	24	60	10:00p	2	2	4
4:15a	1	0	1	10:15a	6	9	15	4:15p	36	30	66	10:15p	1	1	2
4:30a	0	1	1	10:30a	3	12	15	4:30p	17	30	47	10:30p	3	0	3
4:45a	1	0	1	10:45a	6	8	14	4:45p	13	28	41	10:45p	4	2	6
5:00a	1	2	3	11:00a	11	6	17	5:00p	13	41	54	11:00p	0	0	0
5:15a	0	0	0	11:15a	7	6	13	5:15p	15	44	59	11:15p	2	1	3
5:30a	0	1	1	11:30a	7	16	23	5:30p	20	31	51	11:30p	1	1	2
5:45a	3	3	6	11:45a	9	5	14	5:45p	16	27	43	11:45p	1	1	2



HOURLY TOTALS

Period Start	EB	WB	TOTAL
12:00a	1	3	4
1:00a	0	1	1
2:00a	2	1	3
3:00a	6	0	6
4:00a	2	1	3
5:00a	4	6	10
6:00a	27	54	81
7:00a	59	64	123
8:00a	136	57	193
9:00a	40	41	81
10:00a	26	35	61
11:00a	34	33	67
12:00p	33	40	73
1:00p	28	42	70
2:00p	43	104	147
3:00p	88	66	154
4:00p	102	112	214
5:00p	64	143	207
6:00p	37	45	82
7:00p	28	35	63
8:00p	21	28	49
9:00p	12	10	22
10:00p	10	5	15
11:00p	4	3	7

Approach	Count Date	AM Peak 8:00a - 9:00a	Noon Peak 1:45p - 2:45p	PM Peak 3:45p - 4:45p	Totals
Eastbound	3/31/21 Wed	136	42	129	807
Westbound	3/31/21 Wed	57	94	107	929
TOTAL	3/31/21 Wed	193	136	236	1,736



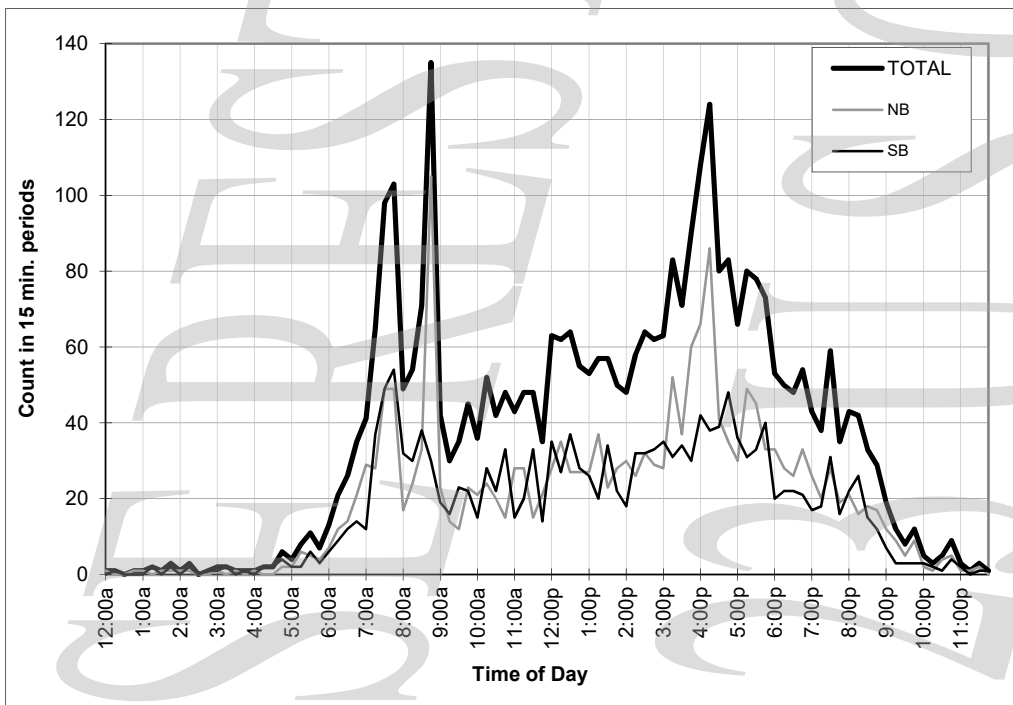
Daily Traffic Count

Kansas Traffic Engineering Assistance Program

Bel Aire, Kansas

Location: **Woodlawn Blvd. 200' South of 53rd St. North**

Period Start	NB	SB	TOTAL	Period Start	NB	SB	TOTAL	Period Start	NB	SB	TOTAL	Period Start	NB	SB	TOTAL
12:00a	1	0	1	6:00a	7	6	13	12:00p	28	35	63	6:00p	33	20	53
12:15a	0	1	1	6:15a	12	9	21	12:15p	35	27	62	6:15p	28	22	50
12:30a	0	0	0	6:30a	14	12	26	12:30p	27	37	64	6:30p	26	22	48
12:45a	1	0	1	6:45a	21	14	35	12:45p	27	28	55	6:45p	33	21	54
1:00a	1	0	1	7:00a	29	12	41	1:00p	27	26	53	7:00p	26	17	43
1:15a	0	2	2	7:15a	28	37	65	1:15p	37	20	57	7:15p	20	18	38
1:30a	1	0	1	7:30a	49	49	98	1:30p	23	34	57	7:30p	28	31	59
1:45a	1	2	3	7:45a	49	54	103	1:45p	28	22	50	7:45p	19	16	35
2:00a	1	0	1	8:00a	17	32	49	2:00p	30	18	48	8:00p	21	22	43
2:15a	1	2	3	8:15a	24	30	54	2:15p	26	32	58	8:15p	16	26	42
2:30a	0	0	0	8:30a	33	38	71	2:30p	32	32	64	8:30p	18	15	33
2:45a	0	1	1	8:45a	105	30	135	2:45p	29	33	62	8:45p	17	12	29
3:00a	1	1	2	9:00a	23	19	42	3:00p	28	35	63	9:00p	12	7	19
3:15a	0	2	2	9:15a	14	16	30	3:15p	52	31	83	9:15p	9	3	12
3:30a	1	0	1	9:30a	12	23	35	3:30p	37	34	71	9:30p	5	3	8
3:45a	0	1	1	9:45a	23	22	45	3:45p	60	30	90	9:45p	9	3	12
4:00a	1	0	1	10:00a	21	15	36	4:00p	66	42	108	10:00p	2	3	5
4:15a	0	2	2	10:15a	24	28	52	4:15p	86	38	124	10:15p	1	2	3
4:30a	0	2	2	10:30a	20	22	42	4:30p	41	39	80	10:30p	4	1	5
4:45a	2	4	6	10:45a	15	33	48	4:45p	35	48	83	10:45p	5	4	9
5:00a	2	2	4	11:00a	28	15	43	5:00p	30	36	66	11:00p	1	2	3
5:15a	6	2	8	11:15a	28	20	48	5:15p	49	31	80	11:15p	1	0	1
5:30a	5	6	11	11:30a	15	33	48	5:30p	45	33	78	11:30p	2	1	3
5:45a	4	3	7	11:45a	21	14	35	5:45p	33	40	73	11:45p	0	1	1



HOURLY TOTALS

Period Start	NB	SB	TOTAL
12:00a	2	1	3
1:00a	3	4	7
2:00a	2	3	5
3:00a	2	4	6
4:00a	3	8	11
5:00a	17	13	30
6:00a	54	41	95
7:00a	155	152	307
8:00a	179	130	309
9:00a	72	80	152
10:00a	80	98	178
11:00a	92	82	174
12:00p	117	127	244
1:00p	115	102	217
2:00p	117	115	232
3:00p	177	130	307
4:00p	228	167	395
5:00p	157	140	297
6:00p	120	85	205
7:00p	93	82	175
8:00p	72	75	147
9:00p	35	16	51
10:00p	12	10	22
11:00p	4	4	8

Approach	Count Date	AM Peak 7:15a - 8:15a	Noon Peak 12:00p - 1:00p	PM Peak 3:45p - 4:45p	Totals
Northbound	3/31/21 Wed	143	117	253	1,908
Southbound	3/31/21 Wed	172	127	149	1,669
TOTAL	3/31/21 Wed	315	244	402	3,577



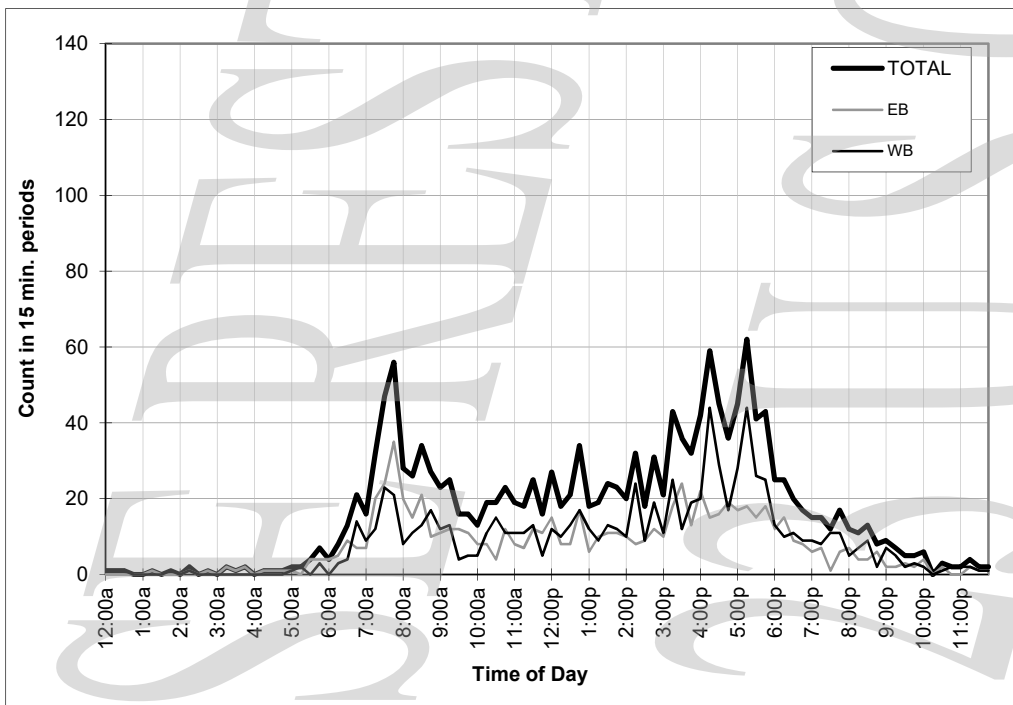
Daily Traffic Count

Kansas Traffic Engineering Assistance Program

Bel Aire, Kansas

Location: **53rd St. North 800' West of Woodlawn Blvd.**

Period Start	EB	WB	TOTAL	Period Start	EB	WB	TOTAL	Period Start	EB	WB	TOTAL	Period Start	EB	WB	TOTAL
12:00a	0	1	1	6:00a	4	0	4	12:00p	15	12	27	6:00p	12	13	25
12:15a	0	1	1	6:15a	5	3	8	12:15p	8	10	18	6:15p	15	10	25
12:30a	0	1	1	6:30a	9	4	13	12:30p	8	13	21	6:30p	9	11	20
12:45a	0	0	0	6:45a	7	14	21	12:45p	17	17	34	6:45p	8	9	17
1:00a	0	0	0	7:00a	7	9	16	1:00p	6	12	18	7:00p	6	9	15
1:15a	1	0	1	7:15a	20	12	32	1:15p	10	9	19	7:15p	7	8	15
1:30a	0	0	0	7:30a	24	23	47	1:30p	11	13	24	7:30p	1	11	12
1:45a	0	1	1	7:45a	35	21	56	1:45p	11	12	23	7:45p	6	11	17
2:00a	0	0	0	8:00a	20	8	28	2:00p	10	10	20	8:00p	7	5	12
2:15a	1	1	2	8:15a	15	11	26	2:15p	8	24	32	8:15p	4	7	11
2:30a	0	0	0	8:30a	21	13	34	2:30p	9	9	18	8:30p	4	9	13
2:45a	1	0	1	8:45a	10	17	27	2:45p	12	19	31	8:45p	6	2	8
3:00a	0	0	0	9:00a	11	12	23	3:00p	10	11	21	9:00p	2	7	9
3:15a	2	0	2	9:15a	12	13	25	3:15p	18	25	43	9:15p	2	5	7
3:30a	1	0	1	9:30a	12	4	16	3:30p	24	12	36	9:30p	3	2	5
3:45a	2	0	2	9:45a	11	5	16	3:45p	13	19	32	9:45p	2	3	5
4:00a	0	0	0	10:00a	8	5	13	4:00p	22	20	42	10:00p	4	2	6
4:15a	1	0	1	10:15a	8	11	19	4:15p	15	44	59	10:15p	0	0	0
4:30a	1	0	1	10:30a	4	15	19	4:30p	16	29	45	10:30p	2	1	3
4:45a	1	0	1	10:45a	12	11	23	4:45p	19	17	36	10:45p	0	2	2
5:00a	1	1	2	11:00a	8	11	19	5:00p	17	28	45	11:00p	0	2	2
5:15a	0	2	2	11:15a	7	11	18	5:15p	18	44	62	11:15p	2	2	4
5:30a	4	0	4	11:30a	12	13	25	5:30p	15	26	41	11:30p	1	1	2
5:45a	4	3	7	11:45a	11	5	16	5:45p	18	25	43	11:45p	1	1	2



HOURLY TOTALS

Period Start	EB	WB	TOTAL
12:00a	0	3	3
1:00a	1	1	2
2:00a	2	1	3
3:00a	5	0	5
4:00a	3	0	3
5:00a	9	6	15
6:00a	25	21	46
7:00a	86	65	151
8:00a	66	49	115
9:00a	46	34	80
10:00a	32	42	74
11:00a	38	40	78
12:00p	48	52	100
1:00p	38	46	84
2:00p	39	62	101
3:00p	65	67	132
4:00p	72	110	182
5:00p	68	123	191
6:00p	44	43	87
7:00p	20	39	59
8:00p	21	23	44
9:00p	9	17	26
10:00p	6	5	11
11:00p	4	6	10

Approach	Count Date	AM Peak 7:15a - 8:15a	Noon Peak 12:00p - 1:00p	PM Peak 5:00p - 6:00p	Totals
Eastbound	3/31/21 Wed	99	48	68	747
Westbound	3/31/21 Wed	64	52	123	855
TOTAL	3/31/21 Wed	163	100	191	1,602



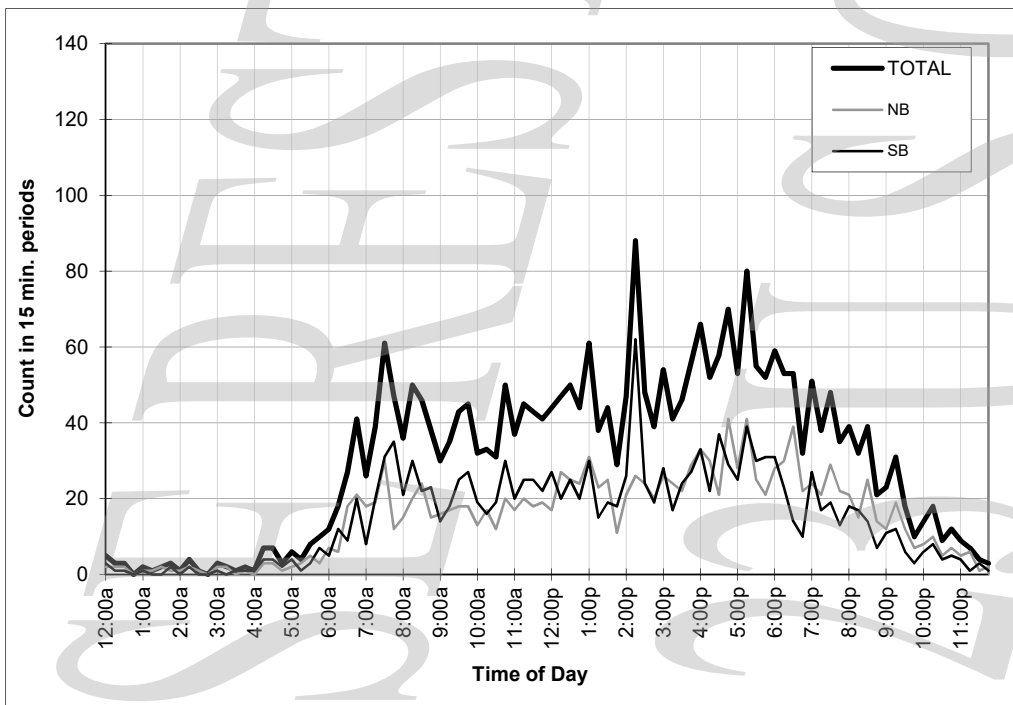
Daily Traffic Count

Kansas Traffic Engineering Assistance Program

Bel Aire, Kansas

Location: **Rock Rd. 600' North of 53rd St. North**

Period Start	NB	SB	TOTAL	Period Start	NB	SB	TOTAL	Period Start	NB	SB	TOTAL	Period Start	NB	SB	TOTAL
12:00a	2	3	5	6:00a	7	5	12	12:00p	17	27	44	6:00p	28	31	59
12:15a	2	1	3	6:15a	6	12	18	12:15p	27	20	47	6:15p	30	23	53
12:30a	2	1	3	6:30a	18	9	27	12:30p	25	25	50	6:30p	39	14	53
12:45a	0	0	0	6:45a	21	20	41	12:45p	24	20	44	6:45p	22	10	32
1:00a	1	1	2	7:00a	18	8	26	1:00p	31	30	61	7:00p	24	27	51
1:15a	1	0	1	7:15a	19	20	39	1:15p	23	15	38	7:15p	21	17	38
1:30a	2	0	2	7:30a	30	31	61	1:30p	25	19	44	7:30p	29	19	48
1:45a	1	2	3	7:45a	12	35	47	1:45p	11	18	29	7:45p	22	13	35
2:00a	1	0	1	8:00a	15	21	36	2:00p	21	26	47	8:00p	21	18	39
2:15a	2	2	4	8:15a	20	30	50	2:15p	26	62	88	8:15p	15	17	32
2:30a	1	0	1	8:30a	24	22	46	2:30p	24	24	48	8:30p	25	14	39
2:45a	0	0	0	8:45a	15	23	38	2:45p	20	19	39	8:45p	14	7	21
3:00a	2	1	3	9:00a	16	14	30	3:00p	26	28	54	9:00p	12	11	23
3:15a	2	0	2	9:15a	17	18	35	3:15p	24	17	41	9:15p	19	12	31
3:30a	0	1	1	9:30a	18	25	43	3:30p	22	24	46	9:30p	12	6	18
3:45a	1	1	2	9:45a	18	27	45	3:45p	29	27	56	9:45p	7	3	10
4:00a	0	1	1	10:00a	13	19	32	4:00p	33	33	66	10:00p	8	6	14
4:15a	3	4	7	10:15a	17	16	33	4:15p	30	22	52	10:15p	10	8	18
4:30a	3	4	7	10:30a	12	19	31	4:30p	21	37	58	10:30p	5	4	9
4:45a	1	2	3	10:45a	20	30	50	4:45p	41	29	70	10:45p	7	5	12
5:00a	2	4	6	11:00a	17	20	37	5:00p	28	25	53	11:00p	5	4	9
5:15a	3	1	4	11:15a	20	25	45	5:15p	41	39	80	11:15p	6	1	7
5:30a	5	3	8	11:30a	18	25	43	5:30p	25	30	55	11:30p	1	3	4
5:45a	3	7	10	11:45a	19	22	41	5:45p	21	31	52	11:45p	2	1	3



HOURLY TOTALS

Period Start	NB	SB	TOTAL
12:00a	6	5	11
1:00a	5	3	8
2:00a	4	2	6
3:00a	5	3	8
4:00a	7	11	18
5:00a	13	15	28
6:00a	52	46	98
7:00a	79	94	173
8:00a	74	96	170
9:00a	69	84	153
10:00a	62	84	146
11:00a	74	92	166
12:00p	93	92	185
1:00p	90	82	172
2:00p	91	131	222
3:00p	101	96	197
4:00p	125	121	246
5:00p	115	125	240
6:00p	119	78	197
7:00p	96	76	172
8:00p	75	56	131
9:00p	50	32	82
10:00p	30	23	53
11:00p	14	9	23

Approach	Count Date	AM Peak 7:30a - 8:30a	Noon Peak 1:45p - 2:45p	PM Peak 4:30p - 5:30p	Totals
Northbound	3/31/21 Wed	77	82	131	1,449
Southbound	3/31/21 Wed	117	130	130	1,456
TOTAL	3/31/21 Wed	194	212	261	2,905



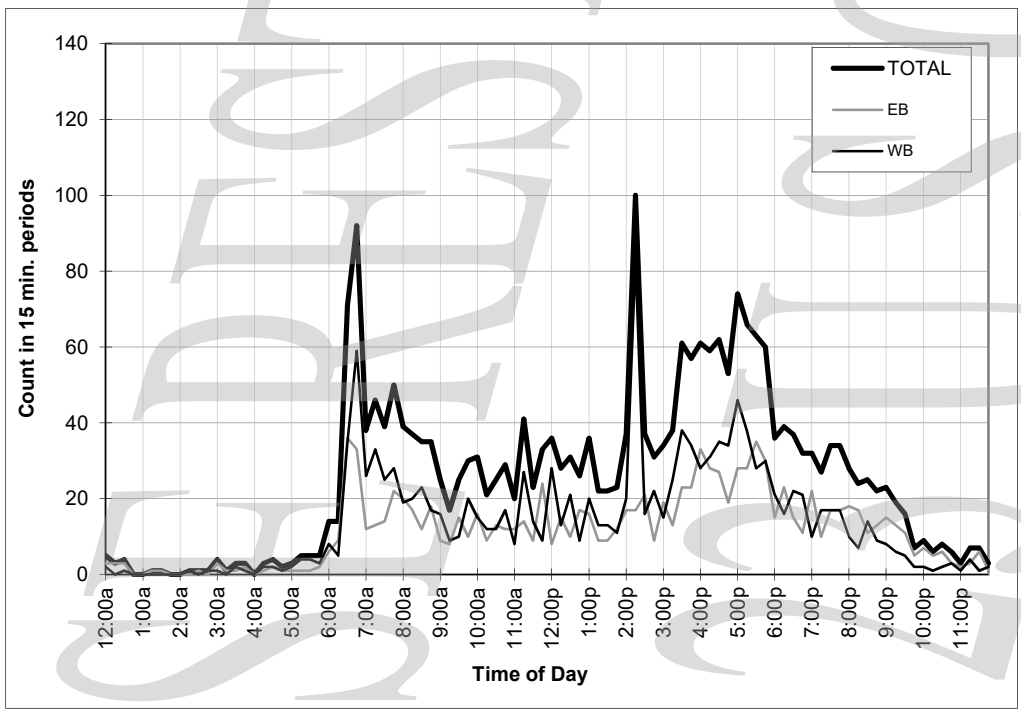
Daily Traffic Count

Kansas Traffic Engineering Assistance Program

Bel Aire, Kansas

Location: **53rd St. North 500' East of Rock Rd.**

Period Start	EB	WB	TOTAL	Period Start	EB	WB	TOTAL	Period Start	EB	WB	TOTAL	Period Start	EB	WB	TOTAL
12:00a	3	2	5	6:00a	6	8	14	12:00p	8	28	36	6:00p	15	21	36
12:15a	3	0	3	6:15a	9	5	14	12:15p	15	13	28	6:15p	23	16	39
12:30a	3	1	4	6:30a	36	35	71	12:30p	10	21	31	6:30p	15	22	37
12:45a	0	0	0	6:45a	33	59	92	12:45p	17	9	26	6:45p	11	21	32
1:00a	0	0	0	7:00a	12	26	38	1:00p	16	20	36	7:00p	22	10	32
1:15a	1	0	1	7:15a	13	33	46	1:15p	9	13	22	7:15p	10	17	27
1:30a	1	0	1	7:30a	14	25	39	1:30p	9	13	22	7:30p	17	17	34
1:45a	0	0	0	7:45a	22	28	50	1:45p	12	11	23	7:45p	17	17	34
2:00a	0	0	0	8:00a	20	19	39	2:00p	17	20	37	8:00p	18	10	28
2:15a	0	1	1	8:15a	17	20	37	2:15p	17	83	100	8:15p	17	7	24
2:30a	1	0	1	8:30a	12	23	35	2:30p	21	16	37	8:30p	11	14	25
2:45a	0	1	1	8:45a	18	17	35	2:45p	9	22	31	8:45p	13	9	22
3:00a	3	1	4	9:00a	9	16	25	3:00p	19	15	34	9:00p	15	8	23
3:15a	1	0	1	9:15a	8	9	17	3:15p	13	25	38	9:15p	13	6	19
3:30a	1	2	3	9:30a	15	10	25	3:30p	23	38	61	9:30p	11	5	16
3:45a	2	1	3	9:45a	10	20	30	3:45p	23	34	57	9:45p	5	2	7
4:00a	0	0	0	10:00a	16	15	31	4:00p	33	28	61	10:00p	7	2	9
4:15a	1	2	3	10:15a	9	12	21	4:15p	28	31	59	10:15p	5	1	6
4:30a	2	2	4	10:30a	13	12	25	4:30p	27	35	62	10:30p	6	2	8
4:45a	1	1	2	10:45a	12	17	29	4:45p	19	34	53	10:45p	3	3	6
5:00a	1	2	3	11:00a	12	8	20	5:00p	28	46	74	11:00p	2	1	3
5:15a	1	4	5	11:15a	14	27	41	5:15p	28	38	66	11:15p	3	4	7
5:30a	1	4	5	11:30a	9	14	23	5:30p	35	28	63	11:30p	6	1	7
5:45a	2	3	5	11:45a	24	9	33	5:45p	30	30	60	11:45p	1	2	3



HOURLY TOTALS

Period Start	EB	WB	TOTAL
12:00a	9	3	12
1:00a	2	0	2
2:00a	1	2	3
3:00a	7	4	11
4:00a	4	5	9
5:00a	5	13	18
6:00a	84	107	191
7:00a	61	112	173
8:00a	67	79	146
9:00a	42	55	97
10:00a	50	56	106
11:00a	59	58	117
12:00p	50	71	121
1:00p	46	57	103
2:00p	64	141	205
3:00p	78	112	190
4:00p	107	128	235
5:00p	121	142	263
6:00p	64	80	144
7:00p	66	61	127
8:00p	59	40	99
9:00p	44	21	65
10:00p	21	8	29
11:00p	12	8	20

Approach	Count Date	AM Peak 6:30a - 7:30a	Noon Peak 1:45p - 2:45p	PM Peak 5:00p - 6:00p	Totals
Eastbound	3/31/21 Wed	94	67	121	1,123
Westbound	3/31/21 Wed	153	130	142	1,363
TOTAL	3/31/21 Wed	247	197	263	2,486



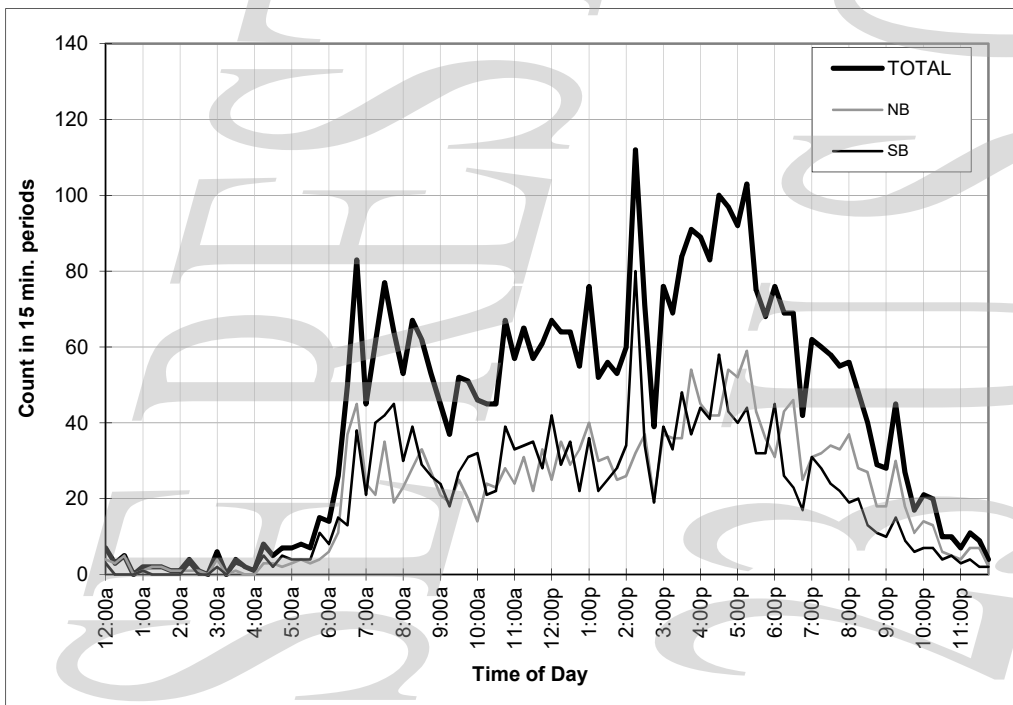
Daily Traffic Count

Kansas Traffic Engineering Assistance Program

Bel Aire, Kansas

Location: **Rock Rd. 300' South of 53rd St. North**

Period Start	NB	SB	TOTAL	Period Start	NB	SB	TOTAL	Period Start	NB	SB	TOTAL	Period Start	NB	SB	TOTAL
12:00a	4	3	7	6:00a	6	8	14	12:00p	25	42	67	6:00p	31	45	76
12:15a	3	0	3	6:15a	11	15	26	12:15p	35	29	64	6:15p	43	26	69
12:30a	5	0	5	6:30a	37	13	50	12:30p	29	35	64	6:30p	46	23	69
12:45a	0	0	0	6:45a	45	38	83	12:45p	33	22	55	6:45p	25	17	42
1:00a	1	1	2	7:00a	24	21	45	1:00p	40	36	76	7:00p	31	31	62
1:15a	2	0	2	7:15a	21	40	61	1:15p	30	22	52	7:15p	32	28	60
1:30a	2	0	2	7:30a	35	42	77	1:30p	31	25	56	7:30p	34	24	58
1:45a	1	0	1	7:45a	19	45	64	1:45p	25	28	53	7:45p	33	22	55
2:00a	1	0	1	8:00a	23	30	53	2:00p	26	34	60	8:00p	37	19	56
2:15a	1	3	4	8:15a	28	39	67	2:15p	32	80	112	8:15p	28	20	48
2:30a	1	0	1	8:30a	33	29	62	2:30p	37	34	71	8:30p	27	13	40
2:45a	0	0	0	8:45a	27	26	53	2:45p	20	19	39	8:45p	18	11	29
3:00a	4	2	6	9:00a	21	24	45	3:00p	37	39	76	9:00p	18	10	28
3:15a	0	0	0	9:15a	19	18	37	3:15p	36	33	69	9:15p	30	15	45
3:30a	1	3	4	9:30a	25	27	52	3:30p	36	48	84	9:30p	18	9	27
3:45a	0	2	2	9:45a	20	31	51	3:45p	54	37	91	9:45p	11	6	17
4:00a	0	1	1	10:00a	14	32	46	4:00p	45	44	89	10:00p	14	7	21
4:15a	3	5	8	10:15a	24	21	45	4:15p	42	41	83	10:15p	13	7	20
4:30a	3	2	5	10:30a	23	22	45	4:30p	42	58	100	10:30p	6	4	10
4:45a	2	5	7	10:45a	28	39	67	4:45p	54	43	97	10:45p	5	5	10
5:00a	3	4	7	11:00a	24	33	57	5:00p	52	40	92	11:00p	4	3	7
5:15a	4	4	8	11:15a	31	34	65	5:15p	59	44	103	11:15p	7	4	11
5:30a	3	4	7	11:30a	22	35	57	5:30p	43	32	75	11:30p	7	2	9
5:45a	4	11	15	11:45a	33	28	61	5:45p	36	32	68	11:45p	2	2	4



HOURLY TOTALS

Period Start	NB	SB	TOTAL
12:00a	12	3	15
1:00a	6	1	7
2:00a	3	3	6
3:00a	5	7	12
4:00a	8	13	21
5:00a	14	23	37
6:00a	99	74	173
7:00a	99	148	247
8:00a	111	124	235
9:00a	85	100	185
10:00a	89	114	203
11:00a	110	130	240
12:00p	122	128	250
1:00p	126	111	237
2:00p	115	167	282
3:00p	163	157	320
4:00p	183	186	369
5:00p	190	148	338
6:00p	145	111	256
7:00p	130	105	235
8:00p	110	63	173
9:00p	77	40	117
10:00p	38	23	61
11:00p	20	11	31

Approach	Count Date	AM Peak 6:45a - 7:45a	Noon Peak 1:45p - 2:45p	PM Peak 4:30p - 5:30p	Totals
Northbound	3/31/21 Wed	125	120	207	2,060
Southbound	3/31/21 Wed	141	176	185	1,990
TOTAL	3/31/21 Wed	266	296	392	4,050



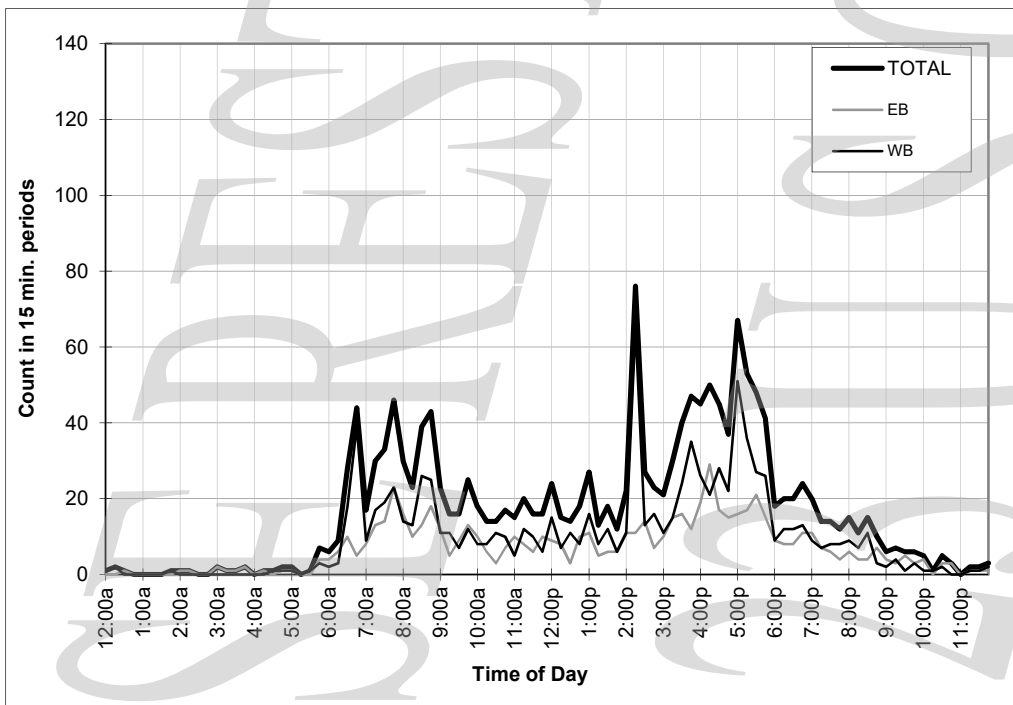
Daily Traffic Count

Kansas Traffic Engineering Assistance Program

Bel Aire, Kansas

Location: **53rd St. North 600' West of Rock Rd.**

Period Start	EB	WB	TOTAL	Period Start	EB	WB	TOTAL	Period Start	EB	WB	TOTAL	Period Start	EB	WB	TOTAL
12:00a	0	1	1	6:00a	4	2	6	12:00p	9	15	24	6:00p	9	9	18
12:15a	0	2	2	6:15a	6	3	9	12:15p	8	7	15	6:15p	8	12	20
12:30a	1	0	1	6:30a	10	18	28	12:30p	3	11	14	6:30p	8	12	20
12:45a	0	0	0	6:45a	5	39	44	12:45p	10	8	18	6:45p	11	13	24
1:00a	0	0	0	7:00a	8	9	17	1:00p	11	16	27	7:00p	11	9	20
1:15a	0	0	0	7:15a	13	17	30	1:15p	5	8	13	7:15p	7	7	14
1:30a	0	0	0	7:30a	14	19	33	1:30p	6	12	18	7:30p	6	8	14
1:45a	0	1	1	7:45a	23	23	46	1:45p	6	6	12	7:45p	4	8	12
2:00a	1	0	1	8:00a	16	14	30	2:00p	11	11	22	8:00p	6	9	15
2:15a	1	0	1	8:15a	10	13	23	2:15p	11	65	76	8:15p	4	7	11
2:30a	0	0	0	8:30a	13	26	39	2:30p	14	13	27	8:30p	4	11	15
2:45a	0	0	0	8:45a	18	25	43	2:45p	7	16	23	8:45p	7	3	10
3:00a	2	0	2	9:00a	12	11	23	3:00p	10	11	21	9:00p	4	2	6
3:15a	1	0	1	9:15a	5	11	16	3:15p	15	15	30	9:15p	3	4	7
3:30a	1	0	1	9:30a	9	7	16	3:30p	16	24	40	9:30p	5	1	6
3:45a	2	0	2	9:45a	13	12	25	3:45p	12	35	47	9:45p	3	3	6
4:00a	0	0	0	10:00a	10	8	18	4:00p	19	26	45	10:00p	4	1	5
4:15a	1	0	1	10:15a	6	8	14	4:15p	29	21	50	10:15p	0	1	1
4:30a	0	1	1	10:30a	3	11	14	4:30p	17	28	45	10:30p	3	2	5
4:45a	1	1	2	10:45a	7	10	17	4:45p	15	22	37	10:45p	3	0	3
5:00a	1	1	2	11:00a	10	5	15	5:00p	16	51	67	11:00p	0	0	0
5:15a	0	0	0	11:15a	8	12	20	5:15p	17	36	53	11:15p	1	1	2
5:30a	0	1	1	11:30a	6	10	16	5:30p	21	27	48	11:30p	1	1	2
5:45a	4	3	7	11:45a	10	6	16	5:45p	15	26	41	11:45p	1	2	3

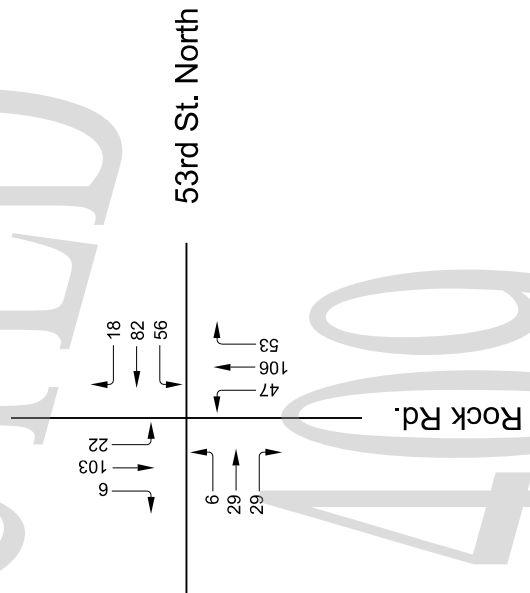
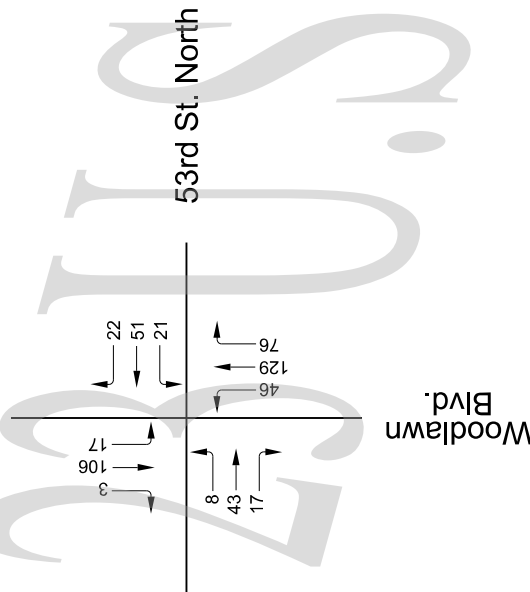
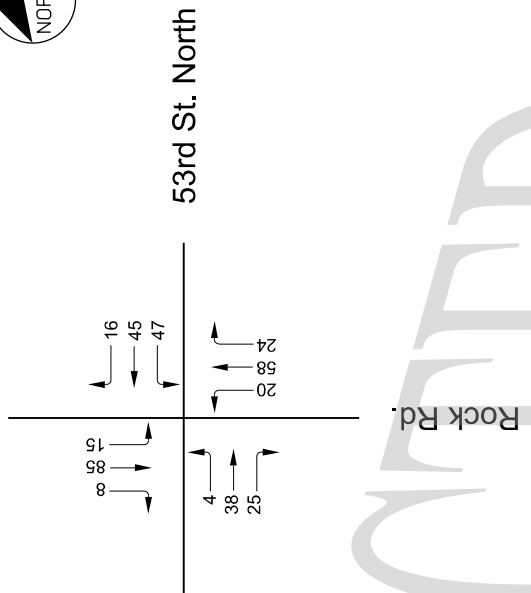
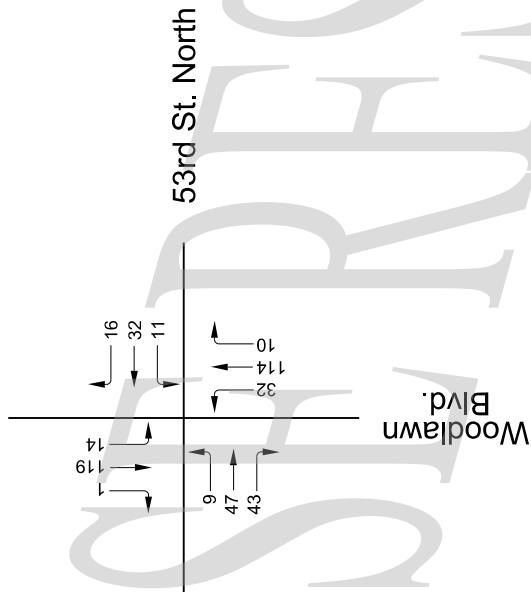


HOURLY TOTALS

Period Start	EB	WB	TOTAL
12:00a	1	3	4
1:00a	0	1	1
2:00a	2	0	2
3:00a	6	0	6
4:00a	2	2	4
5:00a	5	5	10
6:00a	25	62	87
7:00a	58	68	126
8:00a	57	78	135
9:00a	39	41	80
10:00a	26	37	63
11:00a	34	33	67
12:00p	30	41	71
1:00p	28	42	70
2:00p	43	105	148
3:00p	53	85	138
4:00p	80	97	177
5:00p	69	140	209
6:00p	36	46	82
7:00p	28	32	60
8:00p	21	30	51
9:00p	15	10	25
10:00p	10	4	14
11:00p	3	4	7

Approach	Count Date	AM Peak 7:15a - 8:15a	Noon Peak 1:45p - 2:45p	PM Peak 5:00p - 6:00p	Totals
Eastbound	3/31/21 Wed	66	42	69	671
Westbound	3/31/21 Wed	73	95	140	966
TOTAL	3/31/21 Wed	139	137	209	1,637





Section IX, Item A.

Intersection Analyses Bel Aire, Kansas	August 2021	Figure
	No Scale	

EXISTING PEAK HOUR TRAFFIC VOLUMES

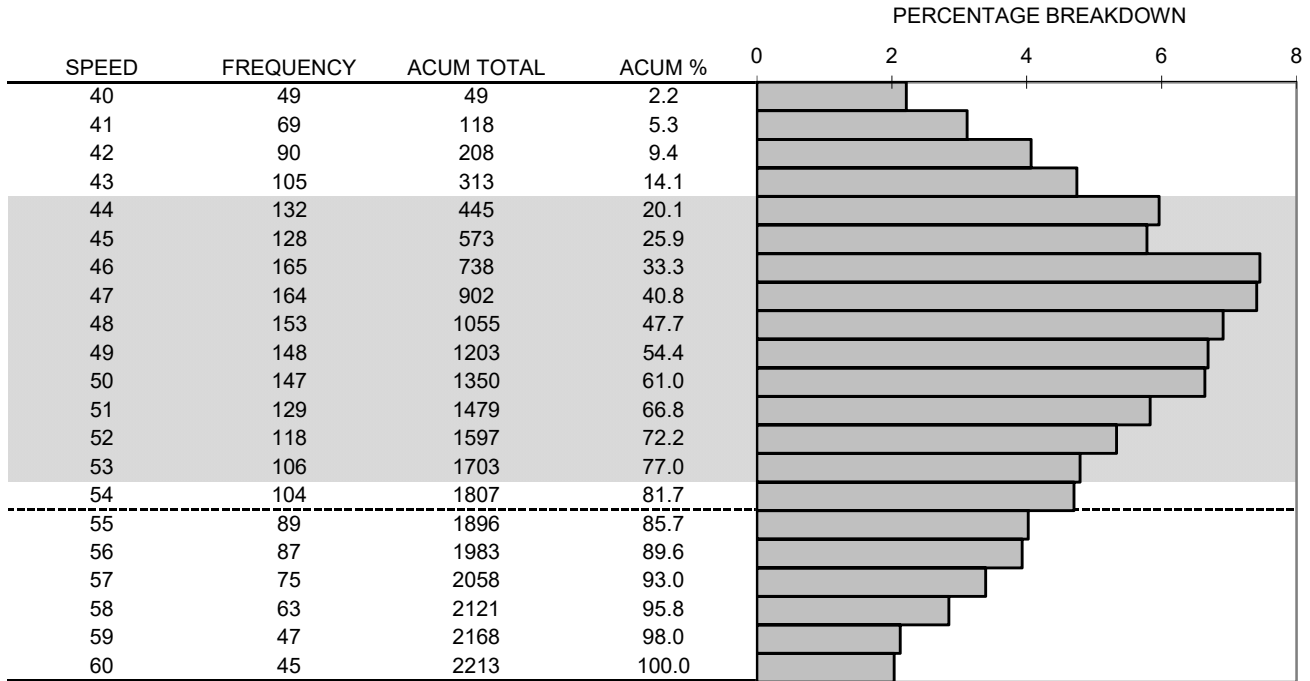


**SPOT SPEED STUDY RESULTS
RELATIVE FREQUENCY DISTRIBUTION**

CITY: Bel Aire
OBSERVER: Machine
DATE: 3/31/2021

COUNTY: Sedgwick
SPEED LIMIT: 55
DIRECTION: NB and SB

LOCATION: Woodlawn Blvd. 700' North of 53rd St. North
TIME START: 12:00 AM
TIME END: 11:59 PM



AVERAGE SPEED = 49.3
50th PERCENTILE = 48.3
85th PERCENTILE = 54.8
90th PERCENTILE = 56.1
95th PERCENTILE = 57.7

PACE = 44 - 53
VEHICLES IN PACE = 1390
% IN PACE = 62.8
% BELOW PACE = 14.1
% ABOVE PACE = 23.

SAMPLE VARIANCE = 26.0409392
STANDARD DEVIATION = 5.1030324
RANGE 1*S = 67.51017
RANGE 2*S = 97.96656
RANGE 3*S = 100.

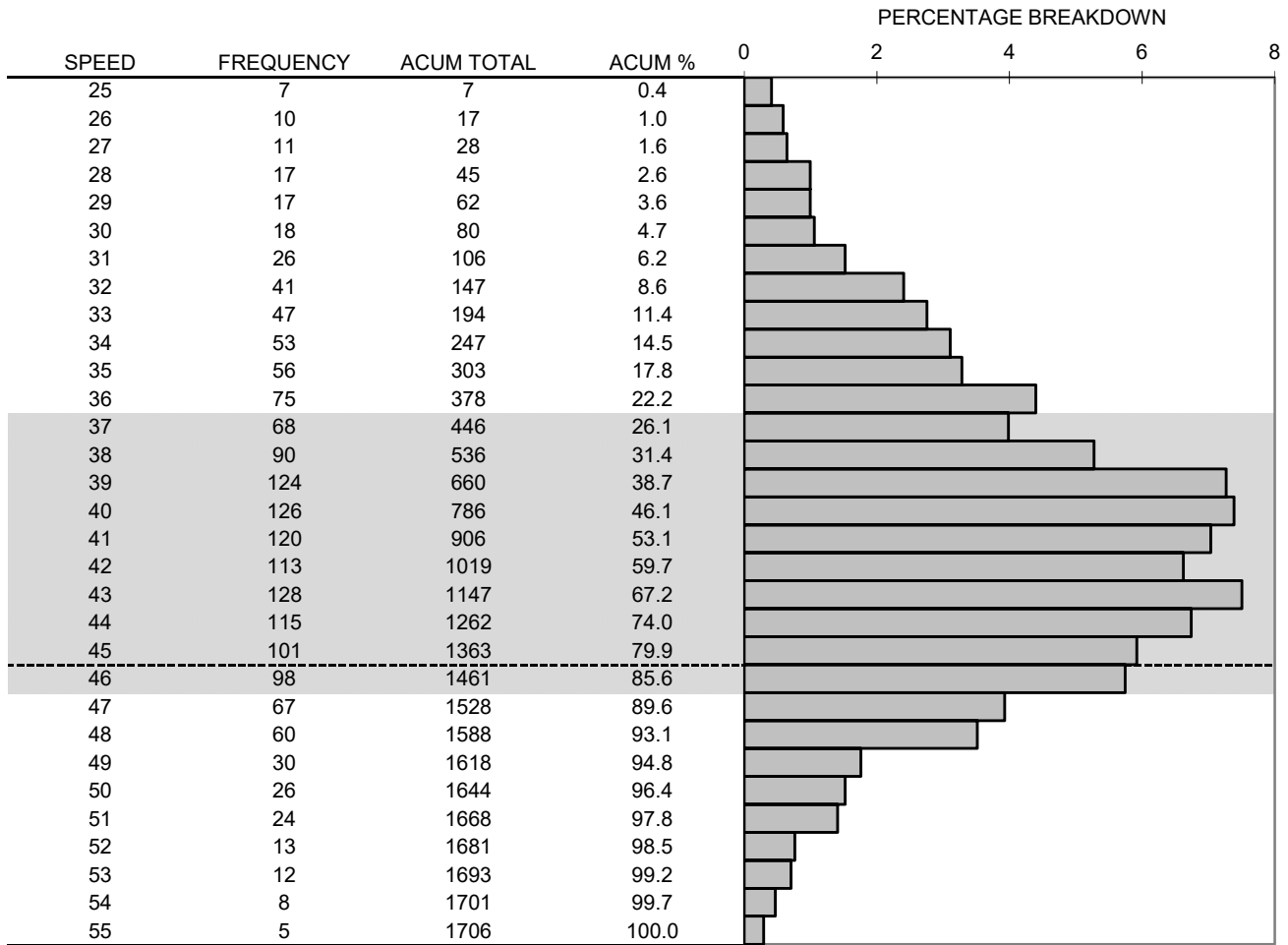
USE RESTRICTED
23 USC 409

**SPOT SPEED STUDY RESULTS
RELATIVE FREQUENCY DISTRIBUTION**

CITY: Bel Aire
OBSERVER: Machine
DATE: 3/31/2021

COUNTY: Sedgwick
SPEED LIMIT: 40
DIRECTION: EB and WB

LOCATION: 53rd St. North 500' East of Woodlawn Blvd.
TIME START: 12:00 AM
TIME END: 11:59 PM



AVERAGE SPEED = 40.7
50th PERCENTILE = 40.6
85th PERCENTILE = 45.9
90th PERCENTILE = 47.1
95th PERCENTILE = 49.1

PACE = 37 - 46
VEHICLES IN PACE = 1083
% IN PACE = 63.5
% BELOW PACE = 22.2
% ABOVE PACE = 14.4

SAMPLE VARIANCE = 32.0580999
STANDARD DEVIATION = 5.6619873
RANGE 1*S = 71.16061
RANGE 2*S = 95.89684
RANGE 3*S = 100.

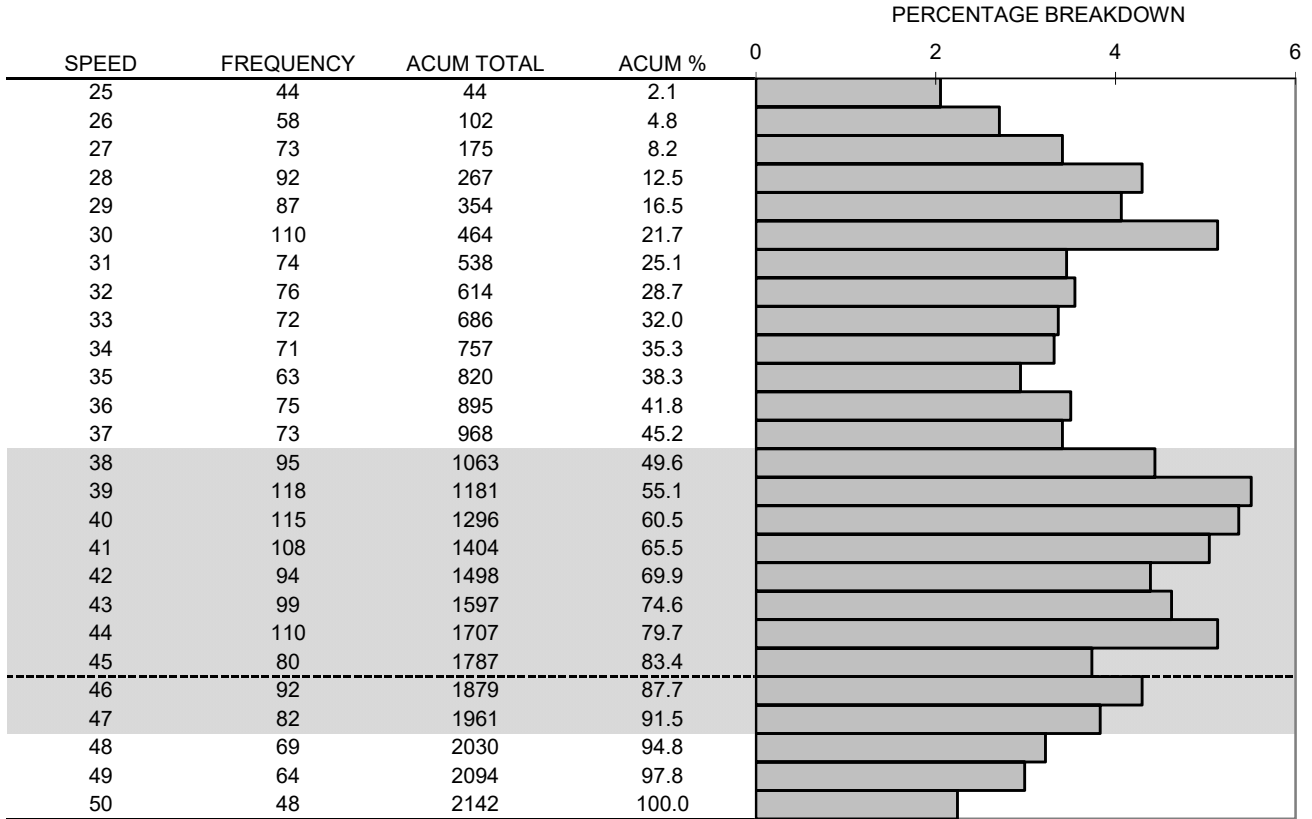
USE RESTRICTED
23 USC 409

**SPOT SPEED STUDY RESULTS
RELATIVE FREQUENCY DISTRIBUTION**

CITY: Bel Aire
OBSERVER: Machine
DATE: 3/31/2021

COUNTY: Sedgwick
SPEED LIMIT: 40
DIRECTION: NB and SB

LOCATION: Woodlawn Blvd. 200' South of 53rd St. North
TIME START: 12:00 AM
TIME END: 11:59 PM



AVERAGE SPEED = 37.8
50th PERCENTILE = 38.1
85th PERCENTILE = 45.4
90th PERCENTILE = 46.6
95th PERCENTILE = 48.1

PACE = 38 - 47
VEHICLES IN PACE = 993
% IN PACE = 46.4
% BELOW PACE = 45.2
% ABOVE PACE = 8.5

SAMPLE VARIANCE = 49.2922827
STANDARD DEVIATION = 7.0208463
RANGE 1*S = 58.02988
RANGE 2*S = 100.
RANGE 3*S = 100.

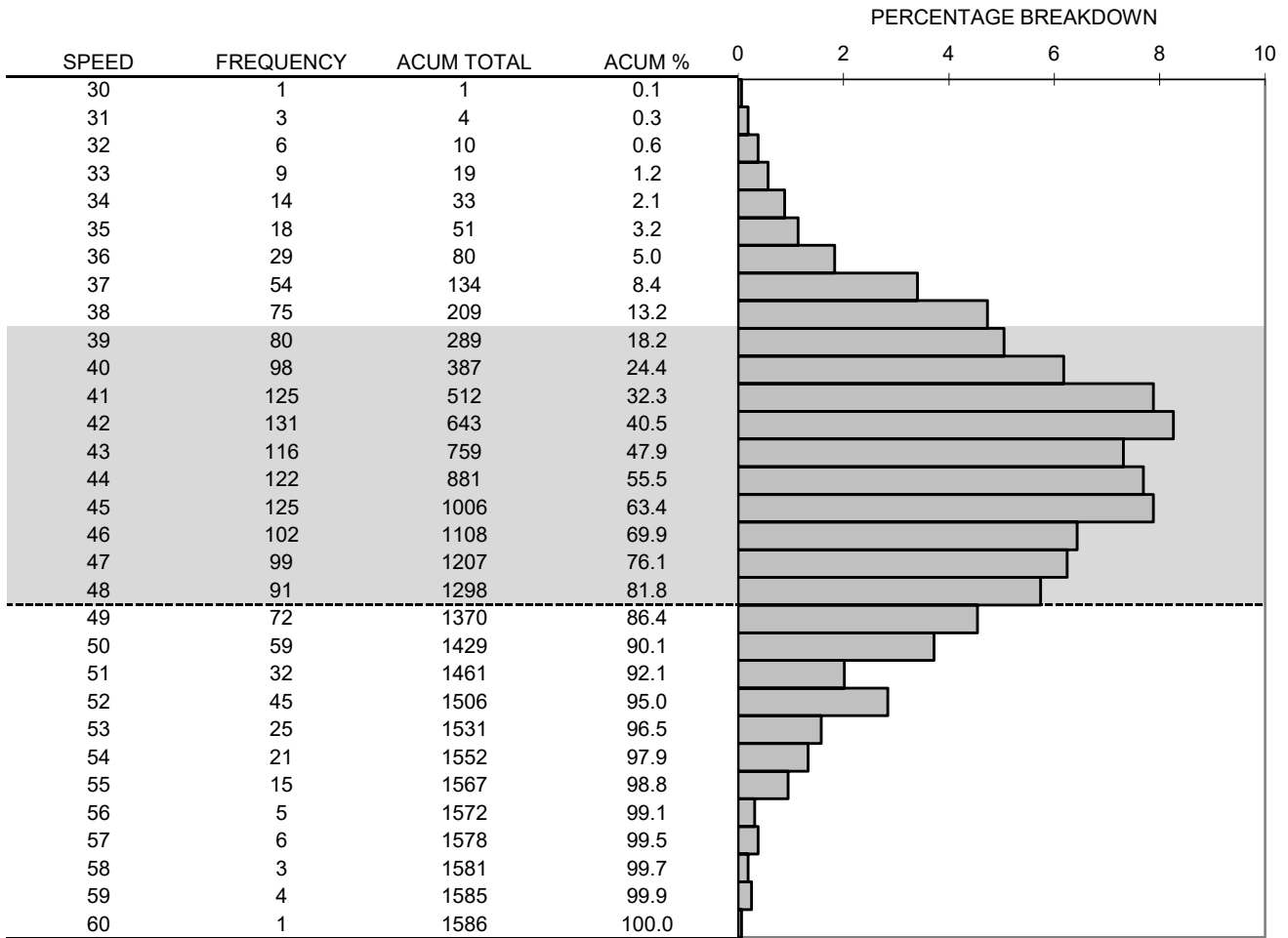
USE RESTRICTED
23 USC 409

**SPOT SPEED STUDY RESULTS
RELATIVE FREQUENCY DISTRIBUTION**

CITY: Bel Aire
OBSERVER: Machine
DATE: 3/31/2021

COUNTY: Sedgwick
SPEED LIMIT: 40
DIRECTION: EB and WB

LOCATION: 53rd St. North 800' West of Woodlawn Blvd.
TIME START: 12:00 AM
TIME END: 11:59 PM



AVERAGE SPEED = 44.
50th PERCENTILE = 43.3
85th PERCENTILE = 48.7
90th PERCENTILE = 50.
95th PERCENTILE = 52.

PACE = 39 - 48
VEHICLES IN PACE = 1089
% IN PACE = 68.7
% BELOW PACE = 13.2
% ABOVE PACE = 18.2

SAMPLE VARIANCE = 24.4283239
STANDARD DEVIATION = 4.9425018
RANGE 1*S = 68.66331
RANGE 2*S = 95.33418
RANGE 3*S = 99.68474

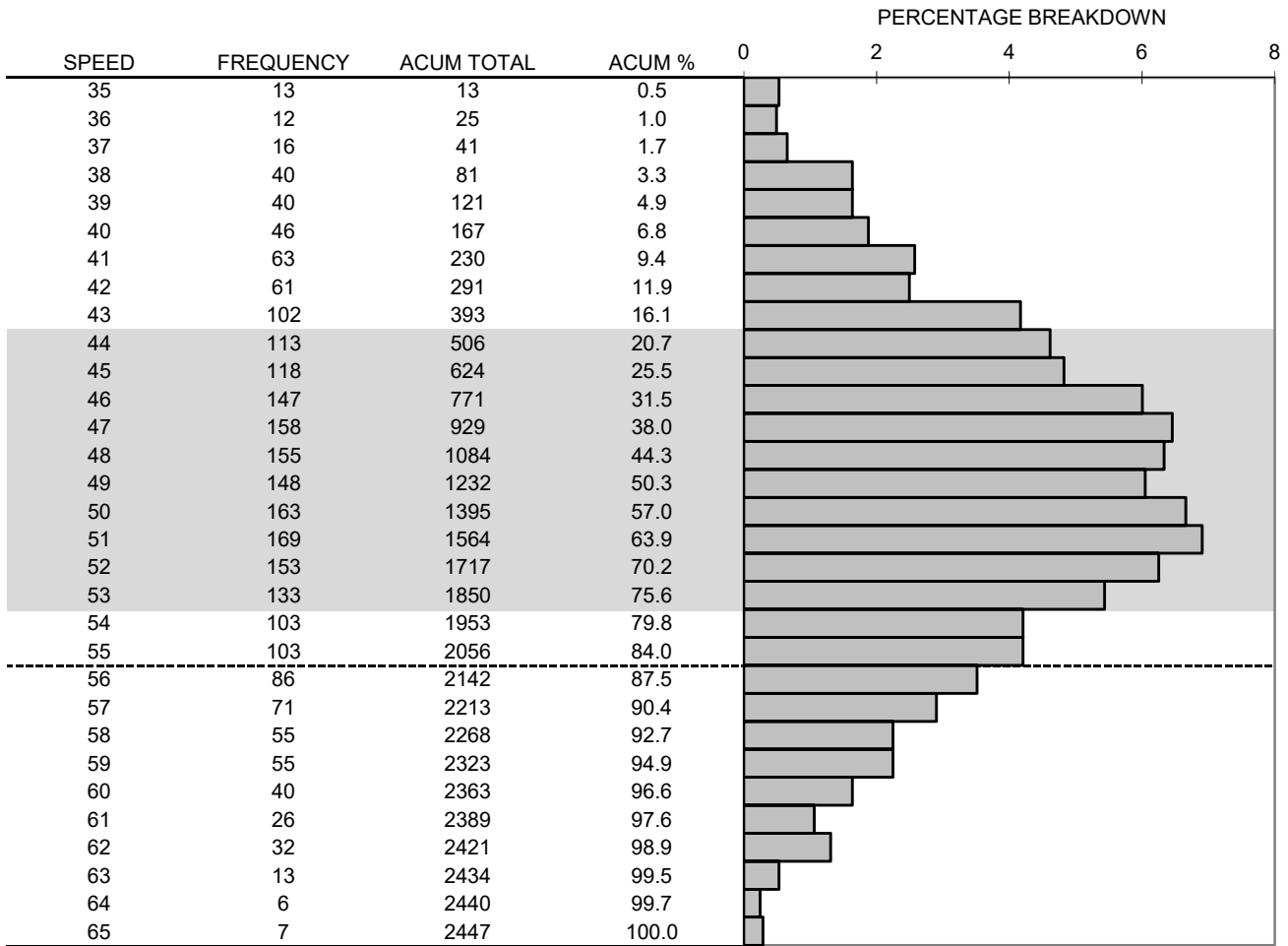
USE RESTRICTED
23 USC 409

**SPOT SPEED STUDY RESULTS
RELATIVE FREQUENCY DISTRIBUTION**

CITY: Bel Aire
OBSERVER: Machine
DATE: 3/31/2021

COUNTY: Sedgwick
SPEED LIMIT: 55
DIRECTION: NB and SB

LOCATION: Rock Road 600' North of 53rd St. North
TIME START: 12:00 AM
TIME END: 11:59 PM



AVERAGE SPEED = 49.5
50th PERCENTILE = 48.9
85th PERCENTILE = 55.3
90th PERCENTILE = 56.8
95th PERCENTILE = 59.

PACE = 44 - 53
VEHICLES IN PACE = 1457
% IN PACE = 59.5
% BELOW PACE = 16.1
% ABOVE PACE = 24.4

SAMPLE VARIANCE = 34.944819
STANDARD DEVIATION = 5.9114143
RANGE 1*S = 67.96077
RANGE 2*S = 95.95422
RANGE 3*S = 100.

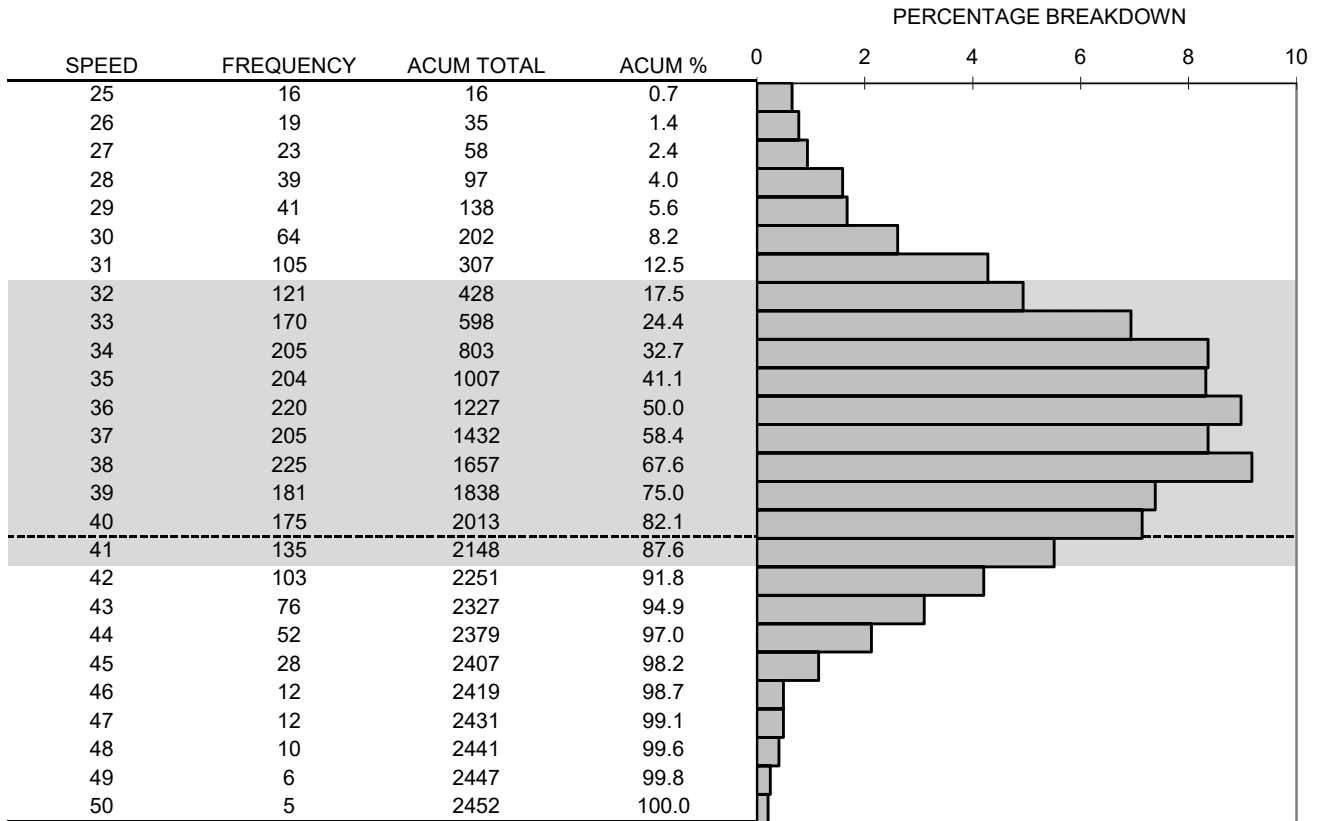
USE RESTRICTED
23 USC 409

**SPOT SPEED STUDY RESULTS
RELATIVE FREQUENCY DISTRIBUTION**

CITY: Bel Aire
OBSERVER: Machine
DATE: 3/31/2021

COUNTY: Sedgwick
SPEED LIMIT: 40
DIRECTION: EB and WB

LOCATION: 53rd St. North 500' East of Rock Rd.
TIME START: 12:00 AM
TIME END: 11:59 PM



AVERAGE SPEED = 36.5
50th PERCENTILE = 36.
85th PERCENTILE = 40.5
90th PERCENTILE = 41.6
95th PERCENTILE = 43.

PACE = 32 - 41
VEHICLES IN PACE = 1841
% IN PACE = 75.1
% BELOW PACE = 12.5
% ABOVE PACE = 12.4

SAMPLE VARIANCE = 19.1909398
STANDARD DEVIATION = 4.3807465
RANGE 1*S = 69.57586
RANGE 2*S = 95.79935
RANGE 3*S = 99.79609

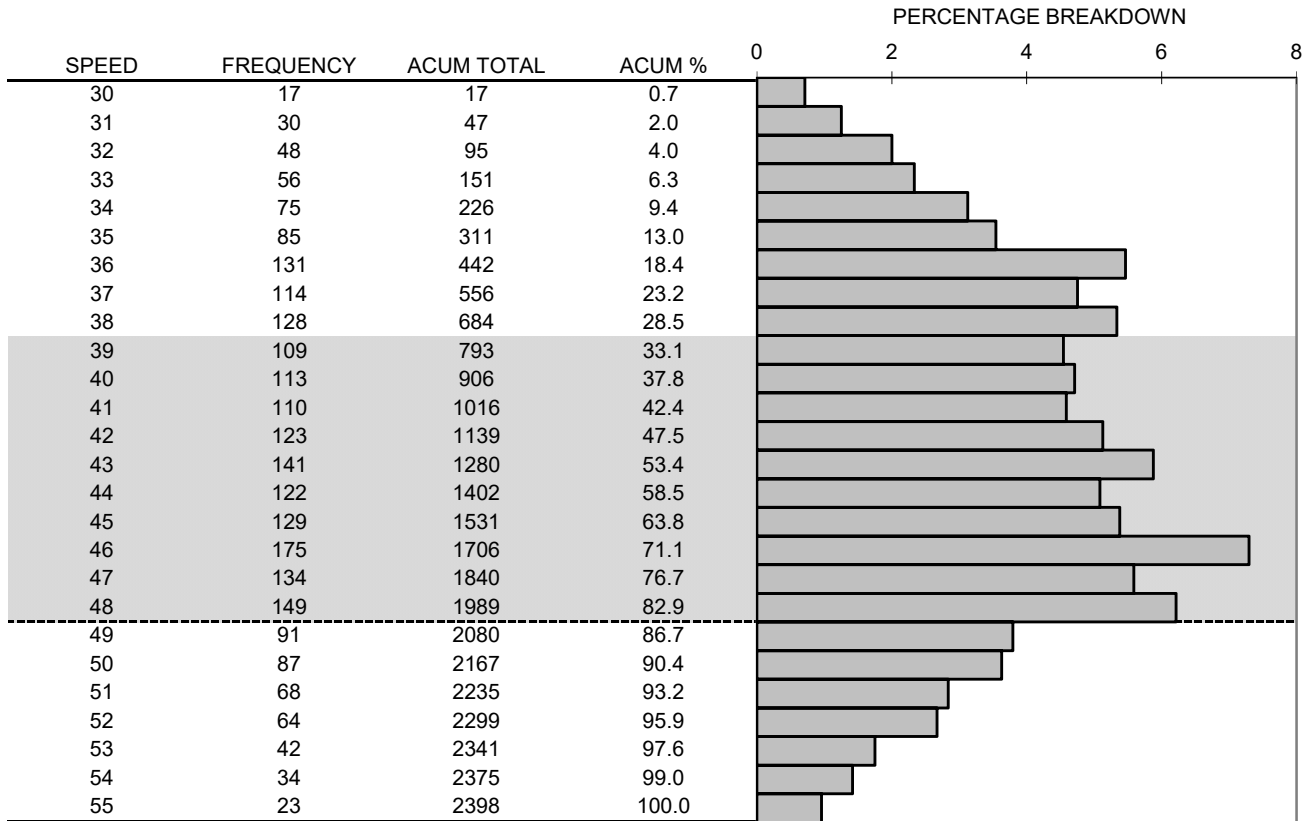
USE RESTRICTED
23 USC 409

**SPOT SPEED STUDY RESULTS
RELATIVE FREQUENCY DISTRIBUTION**

CITY: Bel Aire
OBSERVER: Machine
DATE: 3/31/2021

COUNTY: Sedgwick
SPEED LIMIT: 45
DIRECTION: NB and SB

LOCATION: Rock Road 300' South of 53rd St. North
TIME START: 12:00 AM
TIME END: 11:59 PM



AVERAGE SPEED = 42.6
50th PERCENTILE = 42.4
85th PERCENTILE = 48.5
90th PERCENTILE = 49.9
95th PERCENTILE = 51.7

PACE = 39 - 48
VEHICLES IN PACE = 1305
% IN PACE = 54.4
% BELOW PACE = 28.5
% ABOVE PACE = 17.1

SAMPLE VARIANCE = 34.8949886
STANDARD DEVIATION = 5.907198
RANGE 1*S = 64.51209
RANGE 2*S = 98.33195
RANGE 3*S = 100.

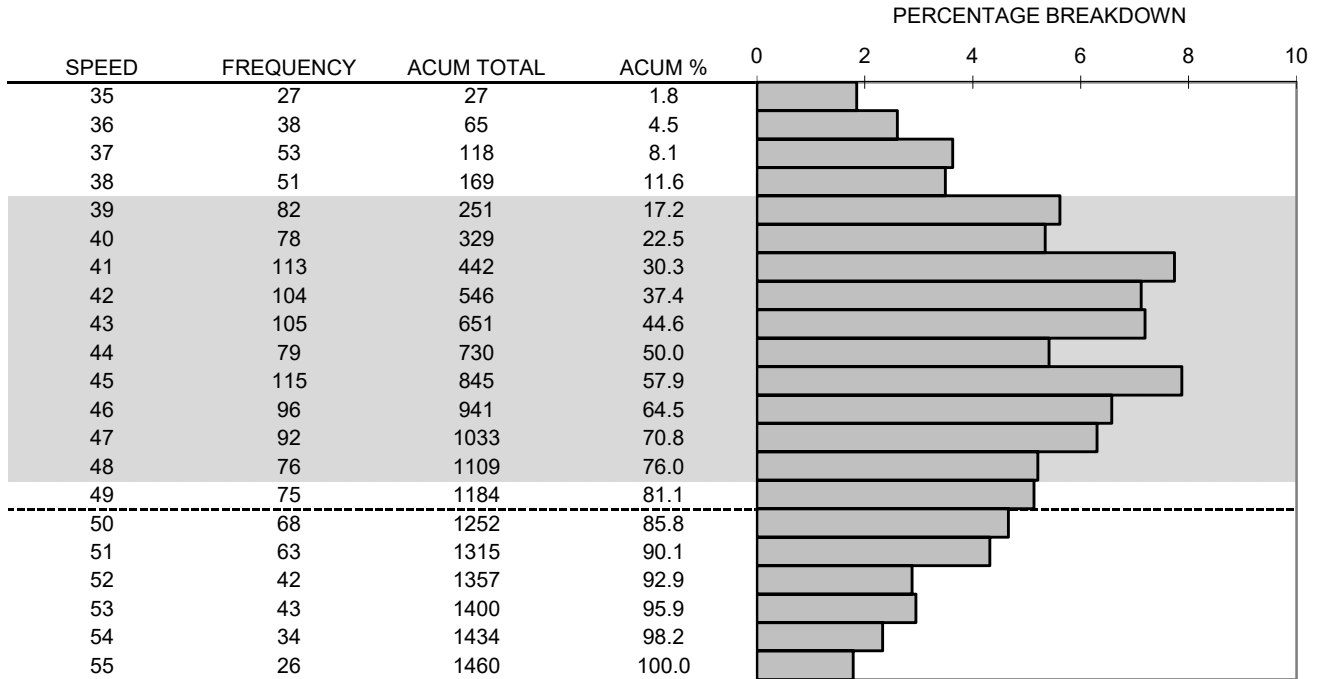
USE RESTRICTED
23 USC 409

**SPOT SPEED STUDY RESULTS
RELATIVE FREQUENCY DISTRIBUTION**

CITY: Bel Aire
OBSERVER: Machine
DATE: 3/31/2021

COUNTY: Sedgwick
SPEED LIMIT: 40
DIRECTION: EB and WB

LOCATION: 53rd St. North 600' West of Rock Rd.
TIME START: 12:00 AM
TIME END: 11:59 PM



AVERAGE SPEED = 44.6
50th PERCENTILE = 44.
85th PERCENTILE = 49.8
90th PERCENTILE = 51.
95th PERCENTILE = 52.7

PACE = 39 - 48
VEHICLES IN PACE = 940
% IN PACE = 64.4
% BELOW PACE = 11.6
% ABOVE PACE = 24.

SAMPLE VARIANCE = 24.7080643
STANDARD DEVIATION = 4.9707207
RANGE 1*S = 63.90411
RANGE 2*S = 98.21918
RANGE 3*S = 100.

USE RESTRICTED
23 USC 409



CRASH TOTALS BY SEVERITY

SEVERITY	DAY	NIGHT	TOTAL
FATAL	0	0	0
INJURY	5	1	6
PROPERTY DAMAGE	7	0	7
TOTAL	12	1	13

Figure

August 2021

No Scale

Intersection Analyses

Bel Aire, Kansas

COLLISION DIAGRAM
ROCK ROAD AND 53RD STREET NORTH

Intersection:

Rock Rd & 53rd St. North

City / State:

Bel Aire, Kansas

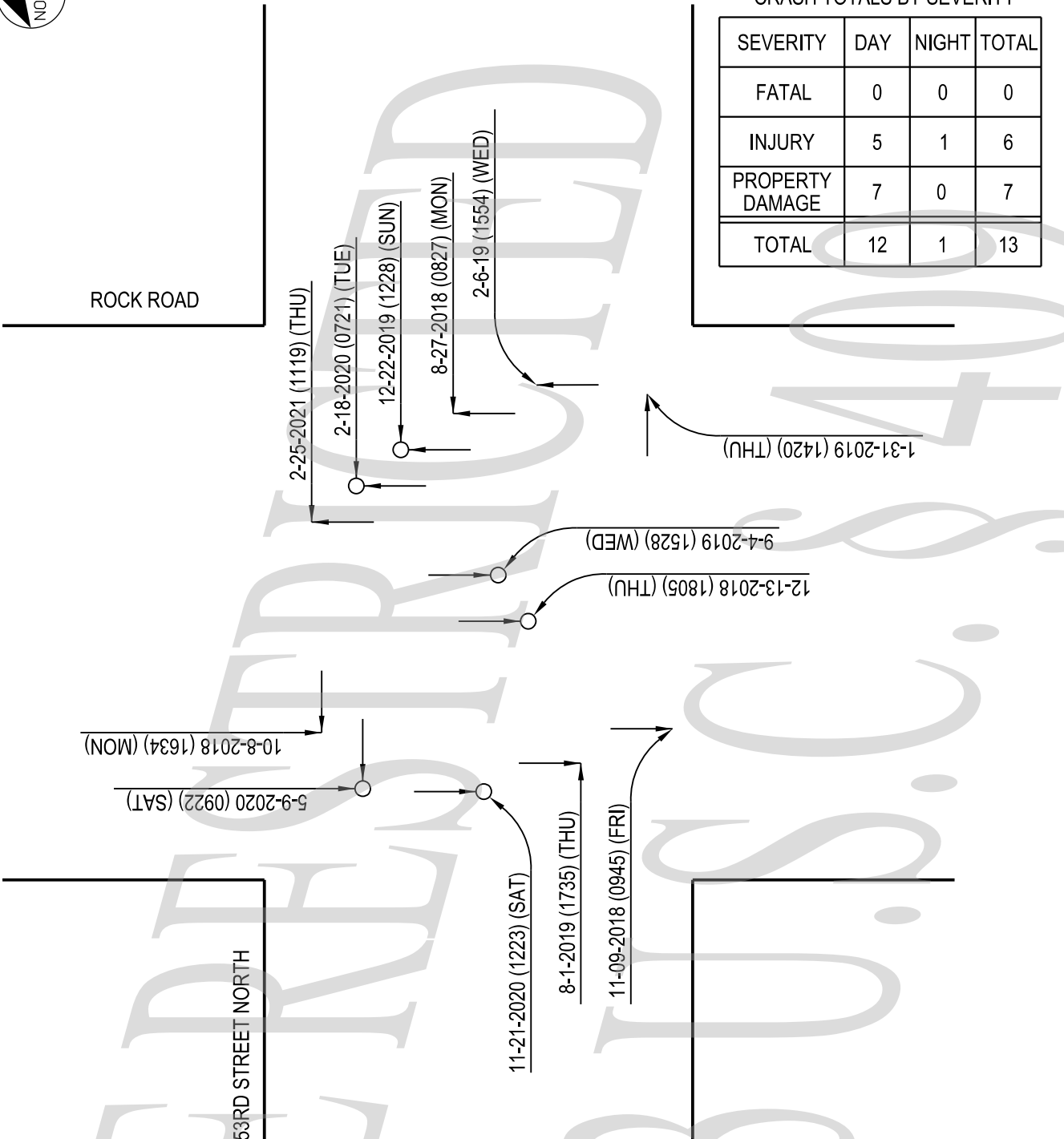
Time Period:

From: 1-1-2018

To: 3-1-2021

LEGEND

- FATALITY
- PERSONAL INJURY
- ←+→ REAR END COLLISION
- ←|→ SIDE SWIPE COLLISION
- ←○→ OUT OF CONTROL
- ←>>> MOTOR VEHICLE BACKING
- UNINVOLVED VEHICLE
- ←P PEDESTRIAN
- ←B BICYCLE
- FIXED OBJECT



Traffic Signal Warrant Analysis

Bel Aire TEAP

Bel Aire, Kansas

Section IX, Item A.

Location: **Woodlawn Boulevard & 53rd Street North**

EIGHT-HOUR VEHICULAR VOLUME WARRANT

Period		Approach to Intersection				NB +SB	EB +WB	TOTAL
		Woodlawn Bouleva	53rd Street North					
From	To	NB	SB	EB	WB			
0:00	1:00	2	2	0	3	4	3	7
1:00	2:00	3	2	1	1	5	2	7
2:00	3:00	2	3	2	1	5	3	8
3:00	4:00	2	3	5	0	5	5	10
4:00	5:00	3	6	3	1	9	4	13
5:00	6:00	17	9	9	6	26	15	41
6:00	7:00	54	27	25	54	81	79	160
7:00	8:00	155	119	86	64	274	150	424
8:00	9:00	179	116	66	57	295	123	418
9:00	10:00	72	57	46	41	129	87	216
10:00	11:00	80	81	32	35	161	67	228
11:00	12:00	92	68	38	33	160	71	231
12:00	13:00	117	100	48	40	217	88	305
13:00	14:00	115	81	38	42	196	80	276
14:00	15:00	117	93	39	104	210	143	353
15:00	16:00	177	110	65	66	287	131	418
16:00	17:00	228	136	72	112	364	184	548
17:00	18:00	157	118	68	143	275	211	486
18:00	19:00	120	64	44	45	184	89	273
19:00	20:00	93	73	20	35	166	55	221
20:00	21:00	72	58	21	28	130	49	179
21:00	22:00	35	13	9	10	48	19	67
22:00	23:00	12	9	6	5	21	11	32
23:00	0:00	4	5	4	3	9	7	16

Condition A			Condition B		
NB+ SB>	EB or WB>	Both	NB+ SB>	EB or WB>	Both
350	105		525	53	
					X
					X
					X
					X
					X
X	X	X			X
	X				X
1	2	1	0	7	0
Condition A NOT Met			Condition B NOT Met		

Peak Hour Totals:

A.M.

Period Start	8:15	7:15	7:15	6:45	8:00	7:30	7:15
Hour Volume	185	133	99	86	295	160	433

Noon

Period Start	12:30	12:00	12:00	13:45	12:00	13:30	13:45
Hour Volume	118	100	48	94	217	133	333

P.M.

Period Start	15:45	16:00	15:15	16:45	15:45	16:30	15:45
Hour Volume	253	136	77	144	384	213	557

Evening

Period Start	20:00	20:00	20:00	20:00	20:00	20:00	20:00
Hour Volume	72	58	21	28	130	49	179

Daily

Period Start	15:45	16:00	7:15	16:45	15:45	16:30	15:45
Hour Volume	253	136	99	144	384	213	557

Values used to set warrant thresholds:

Lanes on major st.	1
Lanes on minor st.	1
Population <10,000 or Speed >40 mph?	TRUE
(if TRUE reduce thresholds to 70%)	

Condition A

Lanes	Total Volume	Higher Volume	
Major	Minor	Major St.	Minor Street
1	1	500	150
2+	1	600	150
2+	2+	600	200
1	2+	500	200

Condition B

Lanes	Total Volume	Higher Volume	
Major	Minor	Major St.	Minor Street
1	1	750	75
2+	1	900	75
2+	2+	900	100
1	2+	750	100

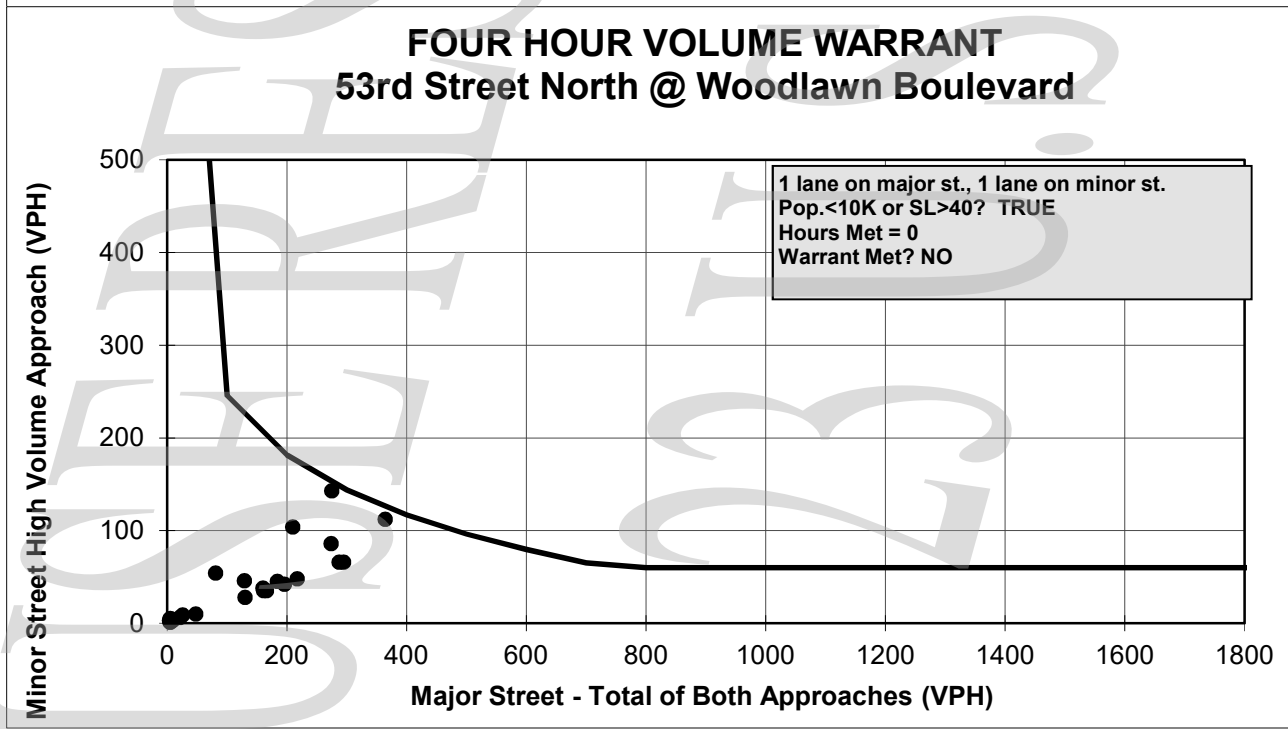
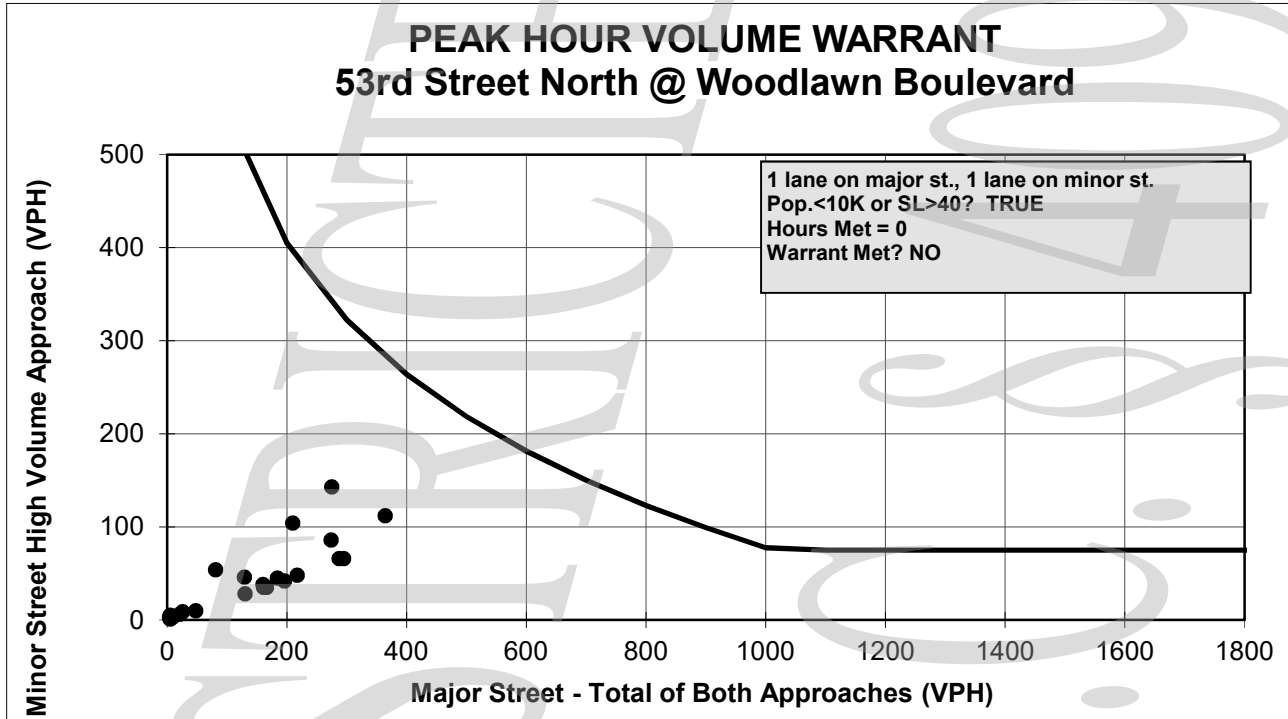
Approach	Start:	Day	Date	Time	Totals	Ref. #	Approaches	Totals
Northbound		Wed	3/31/2021	0:00	1,908	1	NB+SB	3,261
Southbound		Wed	3/31/2021	0:00	1,353	2	EB+WB	1,676
Eastbound		Wed	3/31/2021	0:00	747	3		
Westbound		Wed	3/31/2021	0:00	929	4	Intersection	4,937



Traffic Signal Warrant Analysis

Bel Aire TEAP
Bel Aire, Kansas

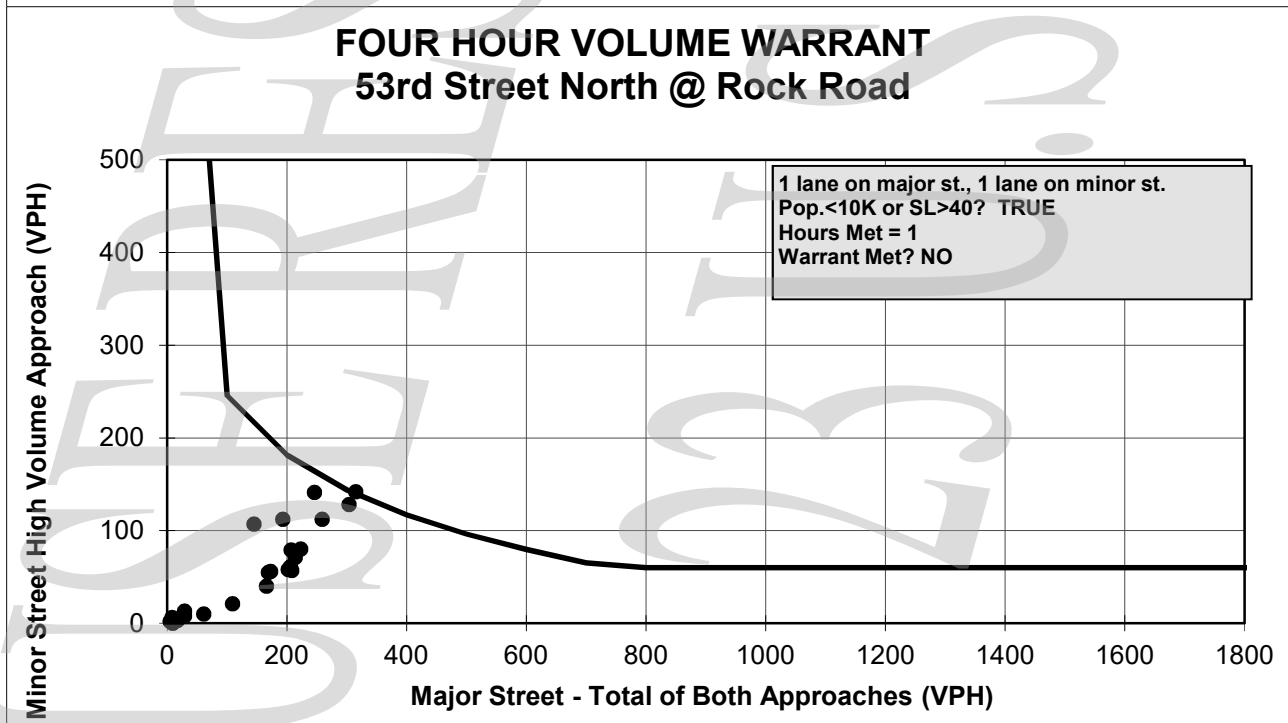
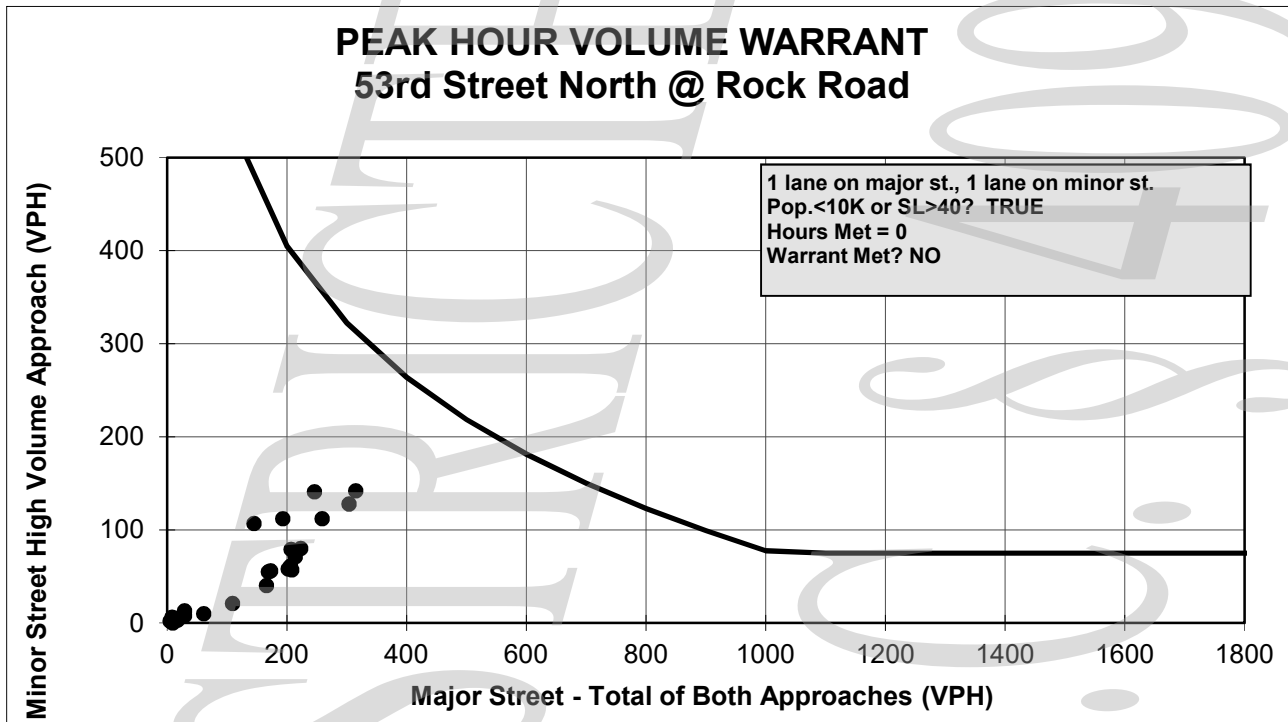
Location: **Woodlawn Boulevard & 53rd Street North**



Traffic Signal Warrant Analysis

Bel Aire TEAP
Bel Aire, Kansas

Location: **Rock Road & 53rd Street North**



TEAP STUDY QUESTIONNAIRE

County: _____

City: _____

Location: _____

Submitted by: _____

The Kansas Department of Transportation would appreciate your comments concerning the Traffic Engineering Assistance Program (TEAP). Your comments will be useful in evaluating the effectiveness of the program. A questionnaire is provided below and can be returned by email or mailing to the address below.

1. Did the study address the issues identified in your TEAP application? Yes No

2. Which of the Recommendations have been or will be implemented?

Low-cost Medium-Cost Project Behavioral

Specifically what was implemented: _____

If none, why not? _____

3. Would you use the TEAP program again? Yes No

Why or why not? _____

Please add any additional comments you may have. _____

Return to: Bureau of Local Projects
Kansas Department of Transportation
Eisenhower State Office Building
700 SW Harrison, 7th Floor
Topeka, KS 66603-3745
Phone: (785) 296-3861
E-mail address: KDOT.LPePlans@ks.gov

City of Bel Aire, Kansas



STAFF REPORT

DATE: November 29, 2021

TO: Governing Body, City Manager

FROM: Planning Commission

RE: November Planning Commission Meeting Report

SD-21-02 Prairie Preserve Final Plat

Planning Commission reviewed the Developer’s request to replat approximately 50.2 acres of R-1 Estate Residential in accordance with Article 4 of the City of Bel Aire Subdivision Regulations. The Commissioners studied the material provided by the applicant, including the proposed plat and other evidence presented by the representative for the applicant. The Commission conducted a public hearing on November 8, 2021 in relation to the application where interested parties and citizens were given the opportunity to be heard. There were no parties wishing to speak at the public hearing regarding this plat. Following the public hearing, the Planning Commission considered the evidence and discussed substantial conformance with the preliminary plat and reviewed the report provided by permanent staff and found that the plat complied with all provisions and applicable regulations and laws.

Having thoroughly reviewed the issue, Planning Commission voted (by passing a 4-0 motion) to approve the final plat without changes and **recommends that the governing body accept the Developer’s commitment to dedicate certain land within the plat for public purposes.**

ZON-21-03 (Rock Spring 5th) – Proposed re-zoning of approximately 81.01 acres zoned AG to R-5 and C-1 Neighborhood Commercial Development.

Planning Commission reviewed Northeast Developers, LLC’s request to rezone property located in the northwest corner of 53rd and Webb Road in accordance with Article 5 of the City of Bel Aire’s Zoning Regulations. Planning Commission studied the material provided by the applicant. The Commission conducted a public hearing in relation to the application where interested parties and citizens were given the opportunity to be heard. No interested parties, other than the agent for the applicant showed up to speak either for or against the proposed rezoning.

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:

The character of the neighborhood

- The requested zoning change fits in with other recent developments south of 53rd Street.

Suitability of the property for the uses to which it is restricted

- The property is currently zoned AG. The change to R-5 Residential and C-1 Commercial will be in line with other properties in the area.

Gain to the Public Health, Safety and Welfare

- A Commissioner expressed a concern about the number of people potentially living in the Development with only two entrances. The Agent for the Applicant stated that the Sedgwick County Fire Department allows an unlimited number of homes with two separate entrance points. They are more concerned with the circulation throughout the neighborhood. Another Commissioner remarked on the good circulation provided with the proposed layout.

Having thoroughly reviewed the issue Planning Commission voted (by passing a 4-0 motion) to **recommend rezoning of the property from AG Agricultural to R-5 and C-1 Neighborhood Commercial.**

ZON-21-03 Proposed preliminary plat for approximately 81.01 acres.

Planning Commission reviewed the Developer’s request to replat approximately 81.01 acres of R-5 Residential and C-1 Neighborhood Commercial in accordance with Article 4 of the City of Bel Aire’s Subdivision Regulations. The Commissioners studied the material provided by the applicant, including the proposed plat. The Commission conducted a public hearing on November 8, 2021 in relation to the application where interested parties and citizens were given the opportunity to be heard. There were no parties wishing to speak at the public hearing regarding this plat. Following the hearing, the Planning Commission considered the evidence and found that the plat complied with all provisions and applicable regulations and laws.

Having thoroughly reviewed the issue, Planning Commission voted (by passing a 4-0 motion) to approve the final plat without changes and **recommends that the governing body accept the Developer’s commitment to dedicate certain land within the plat for public purposes.**

Having thoroughly reviewed the issue Planning Commission voted (by passing a 4-0 motion) to **approve the preliminary plat without changes.**

ZON-21-04 – Proposed re-zoning of approximately 53.99 acres zoned R-4 to R-5.

Following the October 14, 2021 Planning Commission denial of the zone change request, the Applicant met with City Staff and submitted a letter to Planning Commission requesting a reconsideration of their decision based on new information that was not present at the initial hearing. Planning Commission heard from the Agent for the Applicant regarding this request. No public comment was taken at this meeting regarding the request since it was not an official hearing on the case.

Having thoroughly considered the request, Planning Commission voted (by passing a 4-0) motion to place case ZON-21-04 on the agenda for the December 16, 2021. City Staff will ensure that notifications are sent out to those within the radius of influence in order to notify citizens of a rehearing.

THE PRAIRIE PRESERVE

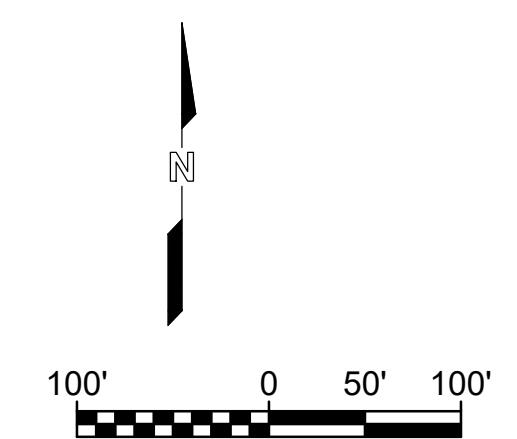
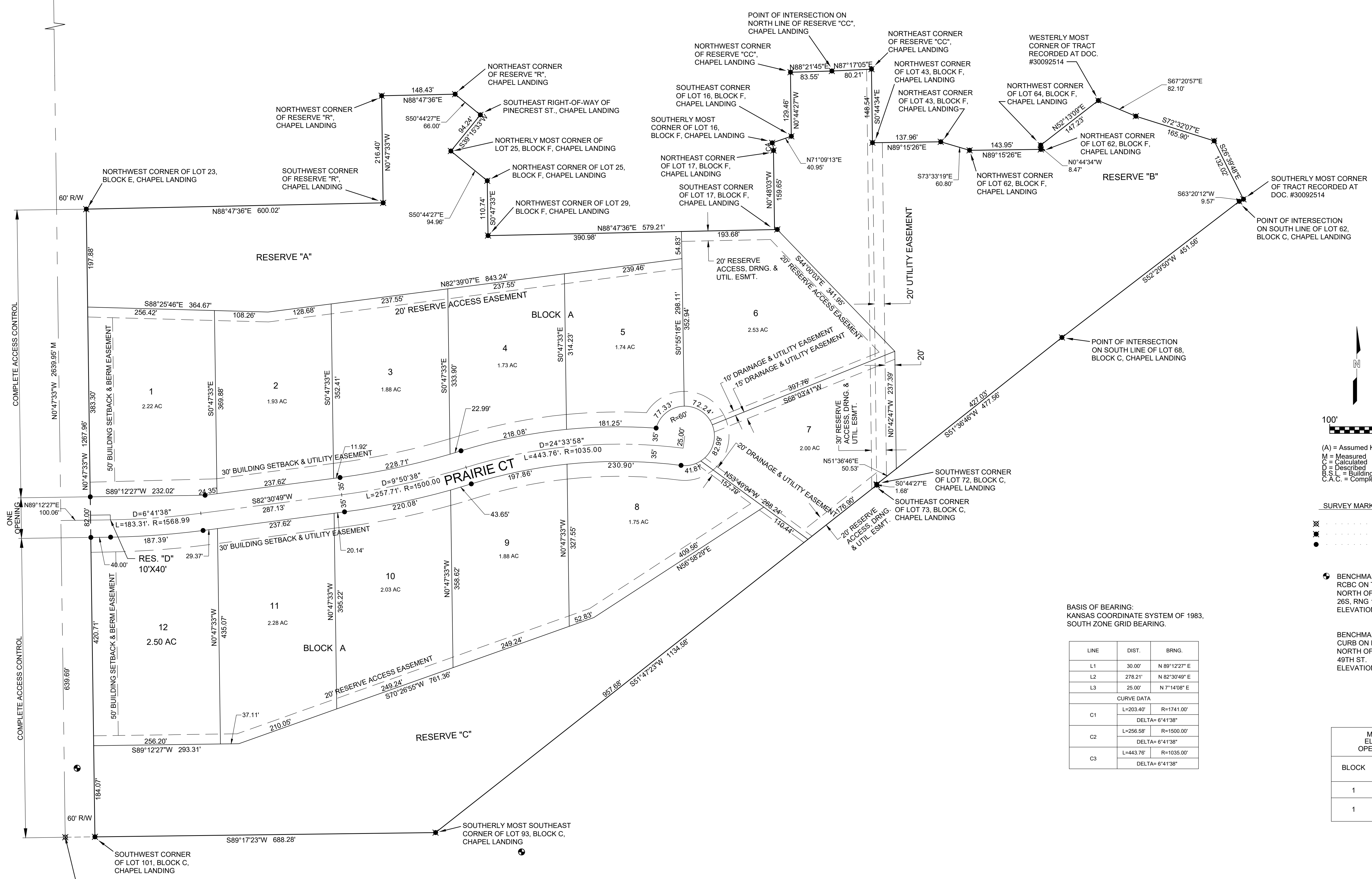
Replat of Part of Chapel Landing

Tract Located in The NW 1/4, Sec. 24, Twp. 26S, Rng. 1E of the 6th P.M.
Bel Aire, Sedgwick County, Kansas

NW COR, NW1/4, SEC 24,
TWP 26S, RNG 1E

SW COR, NW1/4, SEC 24,
TWP 26S, RNG 1E

SHEET 1 OF 2



(A) = Assumed Kansas Zone South Grid Bearing
 M = Measured
 C = Calculated
 D = Described
 B.S.L. = Building Setback Line
 C.A.C. = Complete Access Control

SURVEY MARKER LEGEND

- ⊗ 5/8" REBAR (FOUND - ORIGIN UNKNOWN)
- ⊗ 5/8" REBAR W/GARVER CAP (SET)
- MONUMENT TO BE SET WITH THE STREET CONSTRUCTION PROJECT BY THE STREET DESIGNER
- ⊕ BENCHMARK: CHISELED SQUARE ON THE TOP RCBC ON THE EAST SIDE OF OLIVER ST. AT 139' NORTH OF SW COR. OF THE NW 1/4, SEC 24, TWP 26S, RNG 1E ELEVATION = 1405.20 (NAVD88, G18)
- ⊕ BENCHMARK: CHISELED SQUARE ON THE TOP CURB ON EAST SIDE OF PARKURST ST, 124' NORTH OF THE CENTERLINE INTERSECTION OF 49TH ST. ELEVATION = 1415.60 (NAVD88, G18)

BASIS OF BEARING:
 KANSAS COORDINATE SYSTEM OF 1983,
 SOUTH ZONE GRID BEARING.

LINE	DIST.	BRNG.
L1	30.00'	N 89°12'27" E
L2	278.21'	N 82°30'49" E
L3	25.00'	N 7°14'08" E
CURVE DATA		
C1	L=203.40'	R=1741.00'
	DELTA= 6°41'38"	
C2	L=256.58'	R=1500.00'
	DELTA= 6°41'38"	
C3	L=443.76'	R=1035.00'
	DELTA= 6°41'38"	

MINIMUM BUILDING PAD ELEVATION FOR LOWEST OPENING INTO STRUCTURES		
BLOCK	LOT NO.	ELEVATION (NAVD88)
1	1,2,3,4,5	1405.0
1	6,7,8,9 10,11,12	1406.0



GARVER
 8535 E. 21st Street N.
 Suite 130
 Wichita, KS 67206
 (316) 264-8008
 www.GarverUSA.com

DWG FILE: 21S04011 SURVEY BASE
 PROJECT NO. 21S04011
 PREPARED: 10/15/2021

THE PRAIRIE PRESERVE

Replat of Part of Chapel Landing

Tract Located in The NW 1/4, Sec. 24, Twp. 26S, Rng. 1E of the 6th P.M.
Bel Aire, Sedgwick County, Kansas

State of Kansas)
 SS
Sedgwick County)

I, the undersigned, licensed land surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on _____, 2021 and the accompanying final plat prepared and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

That part of Chapel Landing, Bel Aire, Sedgwick County, Kansas, described as beginning at the northwest corner of Lot 23, Block E, in said addition; thence East along the north line of said Lot 23 and extended, 600.02 feet to the southwest corner of Reserve "R" in said addition; thence North along the west line of said Reserve "R", 216.40 feet to the northwest corner of said Reserve "R"; thence East along the north line of said Reserve "R", 148.43 feet to the northeast corner of said Reserve "R"; thence southeast perpendicular to the southeast right of way of Pinecrest St, 66.00 feet to said southeast right of way; thence southwest along said southeast right of way, 94.24 feet to the northerly most corner of Lot 25, Block F, in said addition; thence southeasterly along the northeast line of said Lot 25, 94.96 feet to the northeast corner of said Lot 25, Block F; thence South along the east line of said Lot 25, Block F and extended, 110.74 feet to the northwest corner of Lot 29, Block F, in said addition; thence East along the north line of said Lot 29, Block F and extended, 579.21 feet to the southeast corner of Lot 17, Block F, in said addition; thence North along the east line of said Lot 17, Block F, 159.65 feet to the northeast corner of said Lot 17, Block F; thence Northerly along the right of way of Pinecrest Ct., being a non-tangent curve to the left with a radius of 50.00 feet, and an arc length of 15.75 feet to the southerly most corner of Lot 16, Block F, in said addition; thence northeasterly along the southeast line of said Lot 16, Block F, 40.95 feet to the southeast corner of said Lot 16, Block F; thence North along the east line of said Lot 16, Block F, 129.46 feet to the northwest corner of Reserve "CC" in said addition; thence East along the north line of said Reserve "CC", 83.55 feet to a point of intersection on said north line; thence East 80.21 feet to the northeast corner of said Reserve "CC"; thence South along the east line of said Reserve "CC", 148.54 feet to the northwest corner of Lot 43, Block F, in said addition; thence East along the north line of said Lot 43, Block F, 137.97 feet to the northeast corner of said Lot 43, Block F; thence southeasterly 60.80 feet to the northwest corner of Lot 62, Block F, in said addition; thence East along the north line of said Lot 62, Block F, 143.95 feet to the northeast corner of said Lot 62, Block F; thence North along the west line of Lot 64, Block F, 8.47 feet to the northwest corner of said Lot 64, Block F; thence northeasterly along the northwest line of said Lot 64, Block F and extended, 147.23 feet to the westerly most corner of a tract described in Statutory Warranty Deed recorded at Doc.#Flm-Pg: 30092514 with the Register of Deeds in Sedgwick County, Kansas; thence southeast along the southwest line of said Statutory Warranty Deed with a deflection to the Right of 60°25'54" for a distance of 82.10 feet; thence southeast along the southwest line of said Statutory Warranty Deed with a deflection to the Left of 05°11'10" for a distance of 165.90 feet; thence southeast along the southwest line of said Statutory Warranty Deed with a deflection to the Right of 45°52'19" for a distance of 132.02 feet to the southerly most corner of said Statutory Warranty Deed, also being the south line of Lot 61, Block C, in said addition; thence southwesterly along the south line of said Lot 61, Block C and extended, 9.57 feet to a point of intersection on the south line of Lot 62, Block C, in said addition; thence southwesterly along the south line of said Lot 62, Block C and extended, 451.56 feet to a point of intersection on the south line of Lot 68, Block C, in said addition; thence southwesterly along the south line of said Lot 68, Block C and extended, 477.56 feet to the southwest corner of Lot 72, Block C, in said addition; thence South along the east line of Lot 73, Block C, in said addition, 1.68 feet to the southeast corner of said Lot 73, Block C; thence southwesterly along the south line of said Lot 73, Block C and extended, 1134.58 feet to the southerly most southeast corner of Lot 93, Block C, in said addition; thence West along the south line of said Lot 93, Block C and extended, 688.28 feet to the southwest corner of Lot 101, Block C, in said addition; thence North along the west line of said Lot 101, Block C and extended, 1267.95 feet to the place of beginning.

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

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

State of Kansas)
 SS
Sedgwick County)

This is to certify that the undersigned owner(s) of the land described in the Land Surveyor's Certificate have caused the same to be surveyed and subdivided on the accompanying plat into lots, a block, reserves and a street under the name of "PRAIRIE PRESERVE", Bel Aire, Sedgwick County, Kansas; that all highways, streets, alleys, easements and public sites as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of constructing, operating, maintaining and repairing public improvements; and further that the land contained herein is held and shall be conveyed subject to any applicable restrictions, reservations and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas. Access Controls as indicated are hereby granted to the appropriate governing body. The Berm Easements are granted to the Homeowners Association for the Addition for the construction and maintenance of the berms. Reserves "A", "B" and "C" are hereby reserved for irrigation, signage, landscaping, berms, park improvements, drainage, drainage structures, and utilities confined to easements. Reserve "D" is hereby reserved for irrigation, walls, signage, entry monuments, lighting, landscaping, drainage, drainage structures, and utilities confined to easements. The reserves shall be owned and maintained by the Home Owners Association for the addition, their successors and/or assigns.

Towanda Land Company, LLC, a
Kansas limited liability company
Managing Member
Chris Snook

State of Kansas)
 SS
Sedgwick County)

The foregoing instrument acknowledged before me, this ____ day of _____, 2021, by Eugene Vitarelli, Managing Member, on behalf of Quad Investments, LLC, a Kansas limited liability company.

Notary Public

My appointment expires _____ .

State of Kansas)
 SS
County of Sedgwick)

This plat of "PRAIRIE PRESERVE", Bel Aire, Sedgwick County, Kansas, has been submitted to and approved by the Bel Aire Planning Commission, Bel Aire, Kansas, and is hereby transmitted to the City Council of the City of Bel Aire, Kansas, with the recommendation that such plat be approved as proposed.

Dated this ____ day of _____, 2021.

Chairperson
James Schmidt

Attest:
Secretary
Anne Stephens

State of Kansas)
 SS
County of Sedgwick)

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Bel Aire, Kansas on _____, 2021.

Mayor
Jim Benage

Attest:
City Clerk
Melissa Krehbiel

State of Kansas)
 SS
County of Sedgwick)

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

Date Signed: _____, 2021.

By: _____
Jacqueline Kelly, City Attorney

Reviewed in accordance with K.S.A. 58-2005 on this ____ day of _____, 2021.

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

Entered on transfer record this ____ day of _____, 2021.

County Clerk
Kelly B. Arnold

State of Kansas)
 SS
Sedgwick County)

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

Deeds, this ____ day of _____, 2021, at ____ o'clock __ M, and is duly recorded.

Register of Deeds
Tonya Buckingham
Deputy
Kenly Zehring



City of Bel Aire, Kansas



STAFF REPORT

DATE: February 8, 2022
TO: Ty Lasher, City Manager
FROM: Anne Stephens, City Engineer
RE: Skyview at Block 49 2nd Engineering Services

Proposal Focus:

Our Mission

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

Our Values

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

Current Situation:

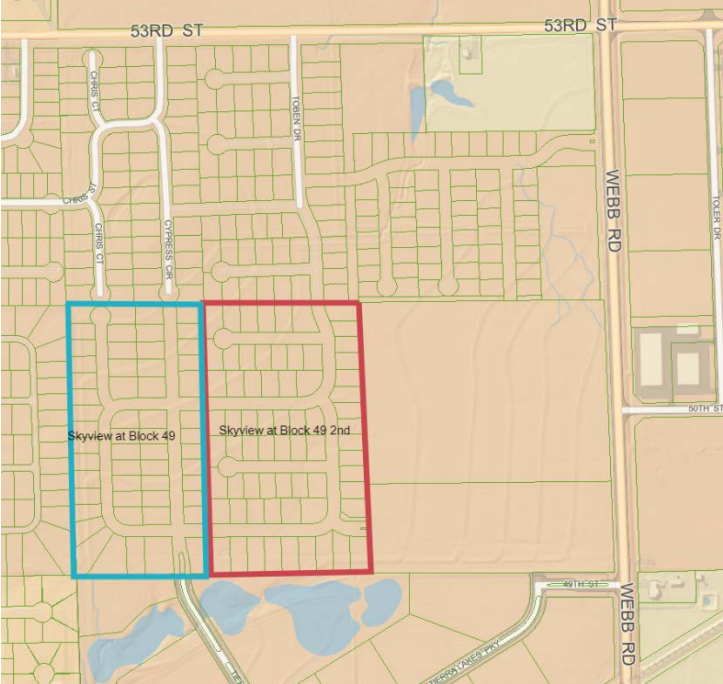
The Final Plat will be considered by the Planning Commission at their meeting on February 10th and if approved, will be considered by Council at their March 1st City Council meeting. The Developer is anticipating approval and has asked to go ahead and initiate the engineering design phase of Skyview at Block 49 2nd.

Goals:

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

Discussion:

The Developer has worked with Garver to prepare the platting documents for Skyview at Block 49 2nd and the design and development of Skyview at Block 49. The Developer has asked Garver to prepare an agreement for Engineering Design and Construction services for the design and construction observation services for their development.



Financials:

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

Recommendation:

Staff recommends that the City Council accept the Agreement for Professional Services from Garver in the amount of \$191,000.00.



AGREEMENT FOR PROFESSIONAL SERVICES
City of Bel Aire, Kansas
7651 E. Central Park Avenue
Bel Aire, Kansas 67220

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 have designed subdivision infrastructure improvements to serve Sky View At Block 49 Addition Phase 2, Bel Aire, Kansas; including sanitary sewer and water extensions, storm water drainage and street improvements, along with the related construction phase services (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 GARVER

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.

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 to Owner with backup supporting the Amendment. All Amendments should include, to the extent know 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. This excludes voluntary response of an employee to an open job posting.

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. Consequently, 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; but 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 make-up 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 five hundred thousand dollars (\$500,000).

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 – [Reserved]

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: Christopher M. Bohm
Signature

Name: _____
Printed Name

Name: Christopher M. Bohm
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Date: February 8th, 2022

Attest: _____

Attest: _____

**EXHIBIT A
(SCOPE OF SERVICES)**

1.1 Garver shall provide the following Services (Engineering Design)

Furnish engineering and technical services as required to develop the plans, supplemental specifications and estimates of the quantities of work for the PROJECT in accordance with design standards and in the format and detail required by the City of Bel Aire, Kansas, and as outlined in this Appendix. Plans will include the design of streets, storm water drainage system, sanitary sewer extensions, and water line extensions to serve Sky View At Block 49 Addition.

When authorized by the OWNER, proceed with development of plans for the PROJECT based on the preliminary design concepts approved by the OWNER.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for engineering design.
2. Soils and Foundation Investigations. When recommended by Garver, and/or requested by the OWNER, the OWNER shall direct an approved testing laboratory to perform subsurface borings and soils investigations for the PROJECT for the purpose of determining subgrade compaction and soil stabilization requirements. The testing laboratory shall be responsible for the accuracy and competence of their work. The Owner's contract with the testing laboratory shall provide that the testing laboratory is responsible to the OWNER for the accuracy and competence of their work. The cost of soils and boring investigations shall be directly contracted with and billed directly to the OWNER.
3. Review Preliminary Design Concepts. Review preliminary design concepts with the OWNER or its designated representative prior to progressing to detail aspects of the work unless waived by the OWNER.
4. Prepare engineering plans, plan quantities and supplemental specifications as required.
5. Identify all known potential utility conflicts and, when authorized by the OWNER, provide prints of plans to each utility identifying the problem locations. GARVER shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings and effect resolutions of conflicts.
6. Deliver original plan tracings and specification originals to the OWNER.
7. When requested by the OWNER, conduct pre-bid and/or pre-construction conferences and assist the OWNER in the bid process.
8. Provide AutoCAD V. 2020 drawing files for the PROJECT to the OWNER.
9. Provide Construction Phase Services consisting of construction staking and construction observation which include the following general duties:

Pre-Construction Activities:

- Assist the City with the preparation and receipt of contracts and project bonds.
- Work with the Contractor to establish a work schedule for the project.
- Receive and review shop drawings and material submittals from the Contractor.
- Check with Contractor that they have ordered utility markings from Kansas One-Call.
- Field check all materials on site to determine compliance with the specifications.
- Notify adjacent property owners concerning construction operations.
- Provide construction staking for line and grade with offsets for marked stakes at the distances specified by the Contractor.

Construction Operations – Water, Sanitary Sewer, Pavement and Storm Water Sewer

Sanitary Sewer System

- Check trench width and depth.
- Ensure that proper care is taken when connecting to existing structures.
- Check that the bedding material meets pipe requirements and trench conditions.
- Check for pipe alignment and grade.
- Check pipe joints and fittings for proper placement.
- Check that pipe backfill meets compaction requirements.
- Coordinate and supervise testing of manholes and sanitary sewer pipe.
- Ensure that site restoration (driveway removal, yard restoration, street restoration, etc.) is completed properly.
- Revise the original plans to reflect the as-built elevations and structure locations.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.

Water Distribution System

- Check trench width and depth.
- Ensure that proper care is taken when connecting to existing structures.
- Check for pipe alignment and grade.
- Check pipe joints and fittings for proper placement.
- Check that pipe backfill meets compaction requirements.
- Coordinate and supervise testing of water mains.
- Ensure that site restoration (driveway removal, yard restoration, street restoration, etc.) is completed properly.
- Revise the original plans to reflect the as-built elevations and structure locations.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.

Paving, Subgrade and Curb Construction

- Check earthwork cuts and fill against the stakes to verify accuracy.
- Verify drainage ditches for alignment and grade.
- Order soil testing for the subgrade compaction and for treated subgrade as is required by the specifications. Additional testing will be ordered if conditions warrant, or if on-site testing fails.
- Check placement of geogrid reinforcement (if used on project).
- Check subgrade rock depth and width (if used on project).
- Check that subgrade is trimmed to the bluetop stakes after placement of curb.
- Check string lines for alignment and grade.
- Check expansion joint material.

- Check that curb machine is maintained and operating properly.
- Check curb template for proper size and dimensions.
- Check that air temperature and ground conditions meet specifications.
- Take a minimum of two concrete test cylinders on each pour day.
- Deliver cylinders to testing laboratory for testing.
- Revise the original plans to reflect as-built conditions.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.

Storm Water Sewer System

- Check trench width and depth.
- Ensure that proper care is taken when connecting to existing structures.
- Check that the bedding material meets pipe requirements and trench conditions.
- Check for pipe alignment and grade.
- Check pipe joints and fittings for proper placement.
- Check that pipe backfill meets compaction requirements.
- Coordinate and supervise TV testing of storm water sewer pipe.
- Ensure that site restoration (driveway removal, yard restoration, street restoration, etc.) is completed properly.
- Revise the original plans to reflect the as-built elevations and structure locations.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.

The list of inspection items presented here provides an outline of the duties and the responsibilities of Garver prior to and during construction of these projects. The enclosed documents provide information concerning the inspection process but cannot detail all the contingencies that may arise during the construction of the projects. The engineer in charge of inspection must be able to deal with a variety of circumstances that may arise during the construction process.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
- 1.2.6 Pay all plan review and advertising costs in connection with the project.

- 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
- 1.2.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.

**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
Street Design Services	\$25,750	LUMP SUM
Water System Design Services	\$7,900	LUMP SUM
Sanitary Sewer System Design	\$11,900	LUMP SUM
Storm Water Drain Design Services	\$18,700	LUMP SUM
Pavement Construction Phase Services		
Construction Staking	\$11,500	RATE SCHEDULE
Project Administration and Observation	\$34,400	RATE SCHEDULE
Water Construction Phase Services		
Construction Staking	\$4,600	RATE SCHEDULE
Project Administration and Observation	\$12,900	RATE SCHEDULE
Sanitary Construction Phase Services		
Construction Staking	\$4,750	RATE SCHEDULE
Project Administration and Observation	\$19,000	RATE SCHEDULE
Storm Water Construction Phase Services		
Construction Staking	\$8,400	RATE SCHEDULE
Project Administration and Observation	\$31,200	RATE SCHEDULE
TOTAL FEE	\$191,000.00	

The lump sum amount to be paid under this Agreement is \$64,250. Any unused portion of the fee, due to delays beyond Garver’s control, will be increased four percent (4%) annually with the first increase effective on or about July 1, 2022.

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver’s personnel (may include contract staff classified at Garver’s discretion) plus reimbursable expenses including but not limited to printing, and reproduction. The total amount paid to Garver under this Agreement is estimated to be \$126,750. The actual total fee may exceed this estimate by supplemental agreement. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2021. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

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

1. Direct cost for outside reproduction.
2. \$15 per hour for GPS survey equipment use.

As directed by the Owner, some billable Services may have been performed by Garver prior to execution of this Agreement. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold. Garver's 2021-2022 Rate Schedule is presented below:

Engineers / Architects	
E-1.....	\$ 115.00
E-2.....	\$ 130.00
E-3.....	\$ 161.00
E-4.....	\$ 188.00
E-5.....	\$ 229.00
E-6.....	\$ 282.00
E-7.....	\$ 336.00
Planners / Environmental Specialist	
P-1.....	\$ 138.00
P-2.....	\$ 173.00
P-3.....	\$ 206.00
P-4.....	\$ 241.00
P-5.....	\$ 278.00
P-6.....	\$ 318.00
P-7.....	\$ 370.00
Designers	
D-1.....	\$ 107.00
D-2.....	\$ 126.00
D-3.....	\$ 150.00
D-4.....	\$ 174.00
Technicians	
T-1.....	\$ 98.00
T-2.....	\$ 127.00
T-3.....	\$ 140.00
Surveyors	
S-1.....	\$ 63.00
S-2.....	\$ 75.00
S-3.....	\$ 114.00
S-4.....	\$ 129.00
S-5.....	\$ 170.00
S-6.....	\$ 193.00
2-Man Crew (Survey).....	\$ 234.00
3-Man Crew (Survey).....	\$ 280.00
2-Man Crew (GPS Survey).....	\$ 256.00
3-Man Crew (GPS Survey).....	\$ 302.00
Construction Observation	
C-1.....	\$ 100.00
C-2.....	\$ 128.00
C-3.....	\$ 159.00
C-4.....	\$ 192.00
Management/Administration	
M-1.....	\$ 370.00
X-1.....	\$ 64.00
X-2.....	\$ 86.00
X-3.....	\$ 125.00
X-4.....	\$ 156.00
X-5.....	\$ 195.00
X-6.....	\$ 240.00
X-7.....	\$ 290.00

**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

City of Bel Aire, Kansas

STAFF REPORT

DATE: February 1, 2022

TO: Governing Body

FROM: City Attorney

RE: Animal Code Revision



BACKGROUND: Last month Sedgwick County approved our agreement to take over animal control services in Bel Aire. This agreement will allow the City to move from a partial contract for animal control services with the County to a full contract where the County will provide all animal control services in Bel Aire. The County will also take over licensing registrations and deal directly with the public when residents have animal control needs.

DISCUSSION:

Included in your packet is the Sedgwick County Animal Code and sections of the City of Bel Aire Animal Code that will make up **the NEW Bel Aire Animal Code** once this ordinance is adopted.

The decision before council today, is whether or not to complete the final step in transitioning to the County for animal control by adopting The County’s animal code as a part of our code. There are two sections in the current code that the City should continue to regulate because the County Code does not address these matters.

- Section titled: Keeping Livestock; Distance from Houses (2020 Code 7.3.4)
- Section titled: Kennel Licenses (2020 7.3.14)

Once this code is approved. Police, front desk staff, and marketing will work to educate the public about compliance with the County for pet registration and calling the County with animal control needs.

RECOMMENDATION:

Approve the proposed ordinance as described.

Summary of Ordinance No. _____
City of Bel Aire, Kansas

On _____ the City of Bel Aire, Kansas, adopted Ordinance No. _____, regarding the revision of Chapter 7, of the Bel Aire Municipal Code related animals, animal control services and enforcement. A complete copy of this ordinance is available online at <http://www.belaireks.org> under documents or during normal business hours at City Hall, located at 7651 East Central Park Ave., Bel Aire, KS 67226. The ordinance is not subject to a protest petition. Questions pertaining to this ordinance may be directed to Mr. Ty Lasher, City Manager, at (316) 744-2451. This summary has been reviewed and certified by Jacqueline Kelly, City Attorney.

(First published in The Ark Valley News on _____, 2022.)

ORDINANCE NO: _____

AN ORDINANCE CONCERNING THE AMENDMENT OF CHAPTER 7, OF THE CITY CODE OF BEL AIRE, KANSAS, IN CONNECTION WITH ANIMALS, ANIMAL CONTROL SERVICES AND ENFORCEMENT, ALL WITHIN THE CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS.

Be it ordained by the Governing Body of the City of Bel Aire, Kansas:

Section 1. REPEAL CERTAIN SECTIONS All sections of Chapter 7 of the *Code of the City of Bel Aire*, and all ordinances or parts of ordinances in conflict herewith are hereby repealed, except:

- Section titled: Keeping Livestock; Distance from Houses (2020 Code 7.3.4)
- Section titled: Kennel Licenses (2020 7.3.14)

SECTION 2. ADOPTING. Repealed sections shall be replaced by adopting and incorporating into Chapter 7 of the *Code of the City of Bel Aire*, Chapter 5 Articles 1-8 of the *Sedgwick County Code*, as amended. This ordinance shall also adopt into Chapter 7 of the *Code of the City of Bel Aire*; “Government Services Agreement for Animal Control Services and Enforcement as Codified in Chapter 5 of the *Sedgwick County Code By and Between The City of Bel Aire, Kansas and Sedgwick County, Kansas*”.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after the publication of its summary in the Ark Valley News, and official City newspaper.

Passed by the Governing Body on ____ day of February, 2022.

Signed by the Mayor this ____ day of February, 2022.

MAYOR, Jim Benage

ATTEST:

CITY CLERK, Melissa Krehbiel

SEAL

**GOVERNMENT SERVICES AGREEMENT
FOR ANIMAL CONTROL SERVICE AND ENFORCEMENT
as codified in
CHAPTER 5 OF THE SEDGWICK COUNTY CODE;
by and between:
THE CITY OF BEL AIRE, KANSAS,
and
SEDGWICK COUNTY, KANSAS**

THIS AGREEMENT is entered into this 8th day of December, 2021, by and between the City of Bel Aire, Kansas, hereinafter referred to as "Bel Aire" or "City", and Sedgwick County, Kansas, through the Board of County Commissioners of Sedgwick County, hereinafter referred to as "County".

WITNESSTH:

WHEREAS, the City and County are desirous of providing the best possible animal control services for the citizens of the City and its environs; and

WHEREAS, pursuant to Chapter 5 of the Sedgwick County Code, County provides animal control services and enforcement that is effective within all of the unincorporated areas of Sedgwick County, Kansas, and any cities whose governing bodies have agreed to contract with the County for such services; and

WHEREAS, In 2016, Bel Aire entered into a limited service Animal Control contract with the County. The contract allows the Bel Aire Police Department to call out Sedgwick County Animal Control when dealing with a dangerous dog/animal and for limited assistance on other complex animal issues. Bel Aire now wishes to enter into this Government Services Agreement, in which County will take on nearly all animal services and enforcement within Bel Aire city limits; and

WHEREAS, City and County are authorized to enter into an agreement for such services pursuant to K.S.A. 12-2908, and such agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, *et seq.*

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties do agree as follows:

1. The County shall provide animal control services and enforcement within the city limits of City, pursuant to Chapter 5 of the Sedgwick County Code, as amended.
2. All expenses necessary to the operation of said animal control services and enforcement shall be paid and provided for by the County, except any fees the City explicitly agrees to pay within Paragraph 9 of this Agreement.

3. The City and County shall each designate a liaison as the point of contact under this Agreement.
4. The County shall retain all monies received for licenses, permits, or other related fees required by the Sedgwick County Code.
5. By entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration as related to animal control services and enforcement, including but not limited to the enforcement of Chapter 5 of the Sedgwick County Code, as amended, within the corporate limits of the City, such that this Agreement does not infringe upon the City's home rule powers, pursuant to K.S.A. 19-101a(4).
6. The City's governing body is required to take formal action to adopt and incorporate Chapter 5 of the Sedgwick County Code, as amended, within the City's corporate boundaries. Prior to this agreement becoming effective, the City is also required is required to repeal any of its ordinances or other measures pertaining to animals that are already covered by Chapter 5 of the Sedgwick County Code. City shall provide Sedgwick County Animal Control with written notice upon repeal of the relevant ordinances. However, City retains the discretion and authority to enact and enforce additional animal regulations as codified within its own ordinances, provided: (1) the City regulation is stricter than the Sedgwick County Code and does not negate jurisdiction or potential enforcement of any similar County regulations; (2) City shall be responsible for animal services, including but not limited to maintenance, care, shelter, and transportation, associated with animals seized or obtained in connection with City ordinances; and (3) City shall be responsible for all enforcement and prosecution of alleged violations of its ordinances. City's failure to abide by the terms of this section shall be grounds for County, in its sole discretion, to automatically terminate this Agreement.
7. The City consents to the County's jurisdiction to prosecute violations of the Sedgwick County Code that occur within the City's corporate boundaries in the Sedgwick County Court, pursuant to Sec. 8-1, et seq., of the Sedgwick County Code. The City shall defer all prosecutorial decisions related to violations of the Sedgwick County Code to the County and any fines collected as a result of said prosecutorial efforts shall be retained by the County and the City shall make no claim or demand for any portion of any fines collected by the County as a result of County enforcement activity within the corporate boundaries of the City. Notwithstanding the foregoing, City shall retain jurisdiction to prosecute violations of its own ordinances within the corporate boundaries of the City. Any action by City shall be brought forth in City municipal court. City shall retain any fines collected by City as a result of City's prosecution of violations of City

ordinances.

County shall adhere to its commitment to provide respectful and high-quality service to residents of Bel Aire. County is committed to taking an courteous and responsive approach to dealing with the public.

8. The City and County agree to provide mutual aid to each other in the event of an emergency situation involving an animal or animals. For purposes of this Agreement, the “requesting party” shall be the party who requests assistance, and the “responding party” shall be the party who provides assistance. During an emergency situation, the responding party will provide assistance to the requesting party at no charge to the requesting party. An emergency situation is defined as one that exhausts the requesting party’s resources.
9. The City agrees to pay the following fees:

- A. Service Fee

The City will pay the County a service fee of \$29.00 per animal for live animals transported (and possibly also contained) by the County within the city limits of the City and transported to the Wichita Animal Shelter or other appropriate facility.

- B. Impoundment / Boarding Expense

After the County has transported an animal to the Wichita Animal Shelter or other appropriate facility pursuant to sub-paragraph A. of this Paragraph, in the event that the County is charged any impoundment, boarding or other fee by the Wichita Animal Shelter or other appropriate facility, the City shall reimburse the County for the cost of any such fees the County pays to the Wichita Animal Shelter or other appropriate facility for said animal. Also, in the event a City citizen transports an animal of their own volition to the Wichita Animal Shelter or other appropriate facility and County is charged any impoundment, boarding or other fee by the Wichita Animal Shelter or other appropriate facility, the City shall reimburse the County for the cost of any such fees the County pays to the Wichita Animal Shelter or other appropriate facility for said animal.

- C. Rabies Testing Expense

Any fees that are incurred by the Wichita Animal Shelter or other appropriate facility and which are passed on to the County as a result of rabies testing on an animal transported by the County pursuant to sub-

paragraph A. of this Paragraph shall be paid by the City unless the owner has paid such fees directly to the Wichita Animal Shelter. Such fees will be equal to the amount charged by the Kansas State Diagnostic Center or other diagnostic center as selected by the Wichita Animal Shelter or other appropriate facility that performs the testing of the rabies suspect specimens.

D. Bel Aire Code Enforcement Expenses

Any fees or expenses incurred by City in furtherance of animal services, enforcement, or prosecution related to violations of City ordinances shall be paid and provided for by City.

- 10. County shall bill the City on a monthly basis for all charges arising under this Agreement that are identified within Paragraph 9 of this Agreement. City is to make payment to the County within thirty (30) days of the mailing of the invoice for services.
- 11. Either party to this Agreement shall have the right to terminate this Agreement upon notice to the other as set forth hereinafter. Written notice of termination issued on lawful authority of the terminating party shall be given in writing not less than 30 days prior to the effective date of termination. Notice shall be sent to:

COUNTY: Sedgwick County Health

Department
Attn: Director
1900 E. 9th Street North
Wichita, KS 67214

and

County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite #359
Wichita, KS 67203

CITY: City of Bel Aire
Attn: City Manager
7651 E Central Park Ave
Bel Aire, KS 67226

- 12. To the fullest extent of the law, the City shall defend, indemnify and hold harmless the County and its elected and appointed officials, officers, managers, members, employees and agents, from any and all claims brought by any third-

party person or entity whatsoever, arising from any act, error, or omission of City in connection with City's performance of this Agreement or any other agreements between the City and the County entered into by reason of this Agreement. City shall defend, indemnify and hold harmless County and its elected and appointed officials, officers, managers, members, employees and agents, with respect to any third-party claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of City, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees. Likewise, the County shall mutually defend and hold the City harmless from any and all claims brought by any entity whatsoever arising from any act of error or omission, loss or negligence of the County and its employees or contractors including damage awards, costs, and reasonable attorney's fees, done in connection with County's performance of this Agreement or any other agreements between City and County entered into by reason of this Agreement. Notwithstanding the foregoing, neither party shall hold harmless or indemnify the other beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).


13. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
14. This Agreement contains the entire agreement between the parties relating to the subject matter hereto. No amendment, waiver or modification of this Agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto.
15. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.
16. This Agreement shall become effective upon signature of approval of both parties and upon compliance of City with the provisions indicated within Paragraph 6 of this Agreement, and shall continue in force and effect until terminated by either party as provided in Paragraph 11 of this Agreement. This Agreement shall also terminate any prior agreement(s) between the parties pertaining to animal control services.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date herein written.

SEDGWICK COUNTY, KANSAS

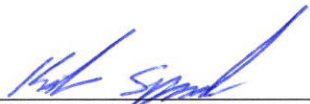
CITY OF BEL AIRE, KANSAS


PETER F. MEITZNER, Chairman
Commissioner, First District


JIM BENAGE
Mayor, City of Bel Aire

APPROVED AS TO FORM:



APPROVED AS TO FORM:


KIRK W. SPONSEL
Assistant County Counselor


JACQUELINE KELLY
City Attorney

ATTEST:

ATTEST:


KELLY B. ARNOLD, County Clerk



MELISSA KREHBIEL, City Clerk


Chapter 5 ANIMALS¹

ARTICLE I. IN GENERAL

Sec. 5-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means for any owner or harbinger to leave an animal in any place without making reasonable provisions for its proper care or without a demonstrated or apparent intent to recover or resume custody. This includes leaving any animal in a vehicle during extreme weather conditions as determined by the animal control officer and a heat index chart.

Animal means any vertebrate or invertebrate organism of the kingdom *Animalia*, such as, but not limited to, dogs, cats, cattle, horses and other equines, buffalos, hogs, goats, rabbits, sheep, chickens, ducks, geese, turkeys, pigeons and other fowl or wild animals, reptiles, fish, bees or birds that have been tamed, domesticated or captivated, except man.

Animal care advisory board means the board established and appointed by the board of county commissioners, as indicated within sections 5-51 through 5-55 of the Code. The term "animal care advisory board" also includes any subcommittee(s) to whom the advisory board might delegate certain functions.

Animal control officer means the director of the county department of animal control and/or that person's designee, or any other person or agency designated by the board of county commissioners to enforce the provisions of this chapter.

Applicant means a person at least eighteen (18) years of age who has filed a completed application that has not yet been acted upon by the director.

Approved location means a location approved by the animal control director, with such location being subject to the provisions of this Code that pertain to inherently dangerous animals.

At large means the act of an animal which constitutes:

- (1) Being off property of the owner; and/or
- (2) Not being effectively physically restrained on a chain or leash or not being kept in a suitable fence or by or in another means of physical restraint from which the animal can escape; or
- (3) In the case of an inherently dangerous animal, not being properly restrained as required by section 5-228(b)(1)m. and section 5-228(c)(1)l. of this Code.

Attack means violent or aggressive physical contact or attempted violent or aggressive physical contact.

¹Cross reference(s)—Health and human services, Ch. 14.

State law reference(s)—County home rule powers, K.S.A. 19-101, 19-101a, 19-212; livestock and domestic animals generally, K.S.A. 47-120 et seq.; criminal statutes regarding crimes committed against animals, K.S.A. 21-6411 et seq.

Bite means any actual or suspected abrasion, scratch, puncture, tear, bruise or piercing of the skin caused by any animal which is actually or suspected of being contaminated or inoculated with the saliva from the animal, directly or indirectly, regardless of the health of the animal causing such bite.

Completed license application means an inherently dangerous animal license application form that is submitted with all required information and that is accompanied by all required documents.

Cruelty to animals is defined within section 5-191.

Dangerous animal is defined within section 5-163.

Director means the director of the county department of animal control and/or that person's designee, which shall include law enforcement officers.

Enclosure means a fence, cage or structure which forms an enclosed area intended to prevent the entry of members of the public into such enclosure, and intended to confine a dangerous or inherently dangerous animal. Such enclosure shall be designed to prevent a dangerous or inherently dangerous animal from escaping from the enclosure and shall have a secure top attached to all sides and one (1) or more of the following:

- (1) The sides shall be embedded or buried two (2) feet into the ground;
- (2) The sides must be secured into a concrete pad or slab; or
- (3) The sides must be securely attached to a wire bottom.

Such enclosure shall be locked and shall provide adequate lighting and shelter from the elements and shall be kept in a clean and sanitary condition.

Enclosures for inherently dangerous animals shall be subject to more stringent requirements as set forth herein.

Farm animal means an animal raised on a farm or ranch and used or intended for use as food or fiber.

Fowl means all animals that are included in the zoological class *Aves*.

Habitual nuisance animal means any animal determined to be such by the director after a hearing as provided in section 5-162, and which is based on the animal's owner having been convicted three (3) times in a twelve-month period of harboring a nuisance animal when each of the three (3) convictions relates to the same animal.

Harbor means to keep, to maintain, to have in one's possession, to have under one's control or to allow any animal to habitually remain or lodge or to be fed or to be given shelter or refuge within a person's home, store, yard, enclosure, outbuilding, abandoned vehicle or building, place of business, property or any other premises which a person owns, has possession or control of or on which the person resides.

Health officer means the director of the Sedgwick County Department of Health or his authorized representative, including any employee of the Sedgwick County Department of Health.

Inherently dangerous animal means an inherently dangerous mammal and/or an inherently dangerous reptile.

Inherently dangerous mammal is any live member of the *canidae*, *felidae*, or *ursidae* families, including hybrids thereof, which, due to their inherent nature, may be considered dangerous to humans, and which include:

- (1) *Canidae*, including any member of the dog (*canid*) family not customarily domesticated by man, or any hybrids thereof, including wolf hybrids which are a cross between a wolf and a domestic dog, but not including domestic dogs (*Canis familiaris*).
- (2) *Felidae*, including any member of the cat family weighing over fifteen (15) pounds not customarily domesticated by man, or any hybrids thereof, but not including domestic cats (*Felis catus*).
- (3) *Ursidae*, including any member of the bear family, or any hybrids thereof.

Inherently dangerous reptile is any live member of the class *reptilia* which is:

- (1) Venomous, including, but not necessarily limited to, all members of the following families: *Helodermidae*; *Viperidae*; *Crotalidae*; *Atractaspidae*; *Hydrophilidae*; and *Elapidae*.
- (2) A "rear fanged" snake of the family *Colubridae* that are known to be dangerous to humans, including, but not necessarily limited to, all members of the following families: *Dispholidus typus*; *Thebtonis kirtlandii*; and *Rhabdophis spp.*
- (3) Of the family *Boidae* (boas and pythons); specifically the following species: *Python reticulatus*; *Eunectes sp.*; *Python sebae*; and *Python molurus*.
- (4) A member of the order *Crocodylia* (crocodiles, alligators and caiman).

Inhumane treatment is defined within section 5-193.

License holder or licensee means a person at least eighteen (18) years of age who has a valid inherently dangerous animal license and is in compliance with all provisions of the inherently dangerous animal article of this Code.

Notice means written notice to the owner of an animal which:

- (1) Is mailed or hand-delivered to the owner's address of record on the license issued to that owner for the licensed animal;
- (2) Is mailed or hand-delivered to the owner's address as ascertained from any other public record;
- (3) Is mailed to an address which has been ascertained by personal observation of an animal control officer to be a premises or building at which the owner may be contacted;
- (4) Has been tacked, taped or attached upon or to the owner's premises or dwelling, if such can be ascertained; or
- (5) Has been left with a person of suitable age and discretion at such owner's premises or dwelling.

If the owner is not known, notice shall be published in the official county newspaper at least one (1) week prior to any hearing regarding the animal.

Nuisance is defined within section 5-161(a).

Nuisance animal is defined within section 5-161(b).

Owner means any person who:

- (1) Has a right of property in an animal;
- (2) Keeps or harbors an animal;
- (3) Has an animal in that person's care;
- (4) Acts as a custodian of an animal;
- (5) Licenses a dog in compliance with article III of this chapter; and/or
- (6) Obtains a vaccination certificate or veterinarian's confirmation for a dog and/or cat in compliance with article IV of this chapter.

Additionally, any person who knowingly permits a dog or cat to remain on or about any premises occupied by that person shall be considered the owner of such dog or cat.

Person means an individual, organization, partnership or corporation.

Shelter means a structure or housing, with insulation, that provides dry protection from all elements of the weather.

Shift cage means a cage in which an inherently dangerous animal may be placed without physical contact between the animal and any person to permit safe feeding, cleaning, cage repair or other separations.

Take up means to put into physical custody and impound at an animal shelter or veterinary hospital.

Tether means attaching a leash, rope, chain, lead or other similar apparatus or device to the body of an animal and an inanimate or immovable object for the purpose of confining the animal or limiting the movement of the animal.

Trained personnel means an individual, at least eighteen (18) years of age, who is an employee, volunteer, family member and/or owner who has received training according to the provisions of the inherently dangerous animal article.

Traveling circus means a circus that harbors one (1) or more inherently dangerous animals in the unincorporated area of the county for not more than two (2) weeks in any calendar year, that does not own real property in the unincorporated area of the county that is used for a purpose associated with said circus, and that does not have its primary place of business in the county.

Trespass means entering or remaining without consent upon property other than the property of the owner.

Unincorporated area means outside the corporate limits of any city.

Vaccination certificate means a written document issued and signed by a veterinarian which attests to the rabies vaccination of a particularly described dog or cat and which contains the number of the metallic vaccination tag issued to such dog or cat.

Veterinarian means a doctor of veterinary medicine currently licensed by the state.

Veterinarian's confirmation means a written statement, issued and signed by a veterinarian, which attests that rabies vaccination of a particularly described dog or cat would be injurious to the animal because of its age or health.

Wild animal means a living mammal or marsupial which is normally found in the wild.

(Res. No. 270-1992, § 1, 12-2-92; Res. No. 22-1996, § 1, 1-24-96; Res. No. 79-1996, 4-10-96; Res. No. 35-00, § 2, 3-8-99; Res. No. 189-2001, 12-12-01; Res. No. 142-2002, § 1, 10-2-02; Res. No. 51-2014, § 2, 4-16-14; Res. No. 4-2015, § 1, 1-21-15; Res. No. 222-2019, § 1, 10-9-19)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

Sec. 5-2. Penalty; fines.

- (a) *Legal action.* Whenever an animal control officer, code enforcement officer or law enforcement officer has probable cause to believe that a person is committing or has committed a violation of this chapter, the officer may serve upon such accused person a uniform complaint and notice to appear, or in the alternative may sign a complaint against the accused person and cause a notice to appear to be issued according to the provisions of K.S.A. 19-4701 et seq., the code for the enforcement of county codes and resolutions. Procedures for prosecution of violations of this chapter shall be pursuant to chapter 8 of this Code.
- (b) *Separate offense.* Each violation of this chapter shall constitute a separate offense and shall be punishable as a separate violation. Provided, however, that if any person is found guilty of a violation hereunder and it shall

appear to the court that the violation complained of as prescribed in this chapter is continuing, then in addition to the penalty set forth, the court shall enter such order as it deems appropriate to cause the violation to be abated.

- (c) *Schedule of fines.* Except as provided in subsection (b) of this section, any accused person who shall be convicted in county court for violation of any provision of this chapter shall be deemed guilty of a violation thereof in accordance with K.S.A. 19-4716, and shall be subject to payment of a fine which shall be fixed by the court at a sum not to exceed five hundred dollars (\$500.00); provided further, the maximum fine for any violation of this chapter shall be assessed according to the classification of violations and schedule of fines pursuant to section 8-5, and subject to the enhancements contained therein, and each and every violation of this chapter shall be classified according to the classification indicated in the violation.

(Res. No. 270-1992, §§ XVII, XVIII, XIX, XX, 12-2-92; Res. No. 212-2013, § 2, 12-11-13; Res. No. 51-2014, § 3, 4-16-14; Res. No. 4-2015, § 1, 1-21-15)

Editor's note(s)—Res. No. 212-2013, § 2, adopted December 11, 2013, amended the title of section 5-2. The former § 5-2 was titled penalty; habitual violators; fines. Subsequently, Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

State law reference(s)—Authorized penalties, K.S.A. 19-101d.

Sec. 5-3. Appeals; agreements.

- (a) *Appeals.* An appeal may be taken from any judgment under the code for the enforcement of county codes and resolutions (K.S.A. 19-4701 et seq.) pursuant to the procedures at K.S.A. 19-4737, as amended.
- (b) *Agreements.* The board of county commissioners may enter into agreements with any veterinarian, governmental agency, city, township, improvement district, corporation or individual it deems necessary to carry out the provisions of this chapter.

(Res. No. 270-1992, §§ XXI, XXII, 12-2-92)

Sec. 5-4. Interfering with an officer; violation.

- (a) No person shall interfere with or hinder an animal control officer, code enforcement officer, health officer or law enforcement officer in the lawful discharge of that person's duties.
- (b) It shall be a violation of this chapter for any person to interfere with or hinder an animal control officer, code enforcement officer, health officer or law enforcement officer in the lawful discharge of that person's duties. Interference with an officer is a class H violation.

(Res. No. 270-1992, § XII, 12-2-92)

Sec. 5-5. Animal pickup fees; violations; penalty.

- (a) *Request for animal pickup.* Any citizen requesting county animal control to pickup dead animal(s) from private property for disposal, to pickup and deliver live animals to the Wichita Animal Shelter for humane euthanasia, or the pickup of nuisance, dangerous, or biting animal shall pay fees assessed as follows:
- (1) A fee of twenty-nine dollars (\$29.00) per dead animal removed from private property by county animal control shall be paid by the person requesting the pickup, which fee shall be paid to the county within ten (10) calendar days of the pickup.

- (2) A fee of twenty-nine dollars (\$29.00) per animal for pickup by county animal control of a living animal for humane euthanasia and disposal requested by the owner of the animal shall be paid by the owner to the county within ten (10) calendar days of the pickup.
 - (3) A fee of thirty-nine dollars (\$39.00) shall be assessed by county animal control to the owner of any nuisance, dangerous, or biting animal captured, controlled and transported by county animal control to the Wichita Animal Shelter. This fee shall be paid to the county by the owner of the animal prior to the animal's release from the Wichita Animal Shelter and shall be in addition to fees charged by the Wichita Animal Shelter.
 - (4) Requests for pickup of multiple dead animals shall be handled by the director of the county animal control department. The frequency of such pickups and the fees charged shall be at the discretion of the director. However, such fees shall not be in excess of twenty-nine dollars (\$29.00) per dead animal.
 - (5) The director shall have the authority to determine the size of animals which the county will pick up based upon the capabilities, equipment and facilities available for use.
 - (6) Any animal that comes into the custody or control of Sedgwick County Animal Control that is not acceptable to be placed with the Wichita Animal Shelter may be delivered by the director or designee to a proper facility, as determined in the sole discretion of the director or designee. The charges of the facility, including daily fees or pickup fees, wholesome food, potable water, veterinarian care, any procedures deemed necessary for the wellbeing and maintenance of said animal, medical supplies, medications and/or vaccinations shall be the responsibility of the owner/harbinger of the animal. The owner/harbinger shall pay in full the facility and in compliance with the requirements or policies of the facility prior to the animal's release. The facility and/or the director may request the judge of the county court to order the payment of such fees and expenses as part of any proceeding against the owner/harbinger, and the owner/harbinger shall pay the fees, expenses and costs as the court shall direct.
- (b) *Fail to pay pickup fees.* It shall be a violation of this chapter for any person to fail to pay the pickup fee as required in subsections (a)(1) and (2), inclusive, of this section. Fail to pay pickup fees is a class F violation.
- (c) *Fail to pay pickup fees: nuisance, dangerous, or biting animal.* It shall be a violation of this chapter for any person to fail to pay the pickup fee as required in subsection (a)(3), of this section. Fail to pay pickup fees: nuisance, dangerous, or biting animal is a class H violation.

(Res. No. 270-1992, § XI, 12-2-92; Res. No. 22-1996, § I, 1-24-96; Res. No. 277-1996, § I, 12-23-96; Res. No. 190-03, § I, 8-6-03; Res. No. 202-2010, § 1, 12-15-10; Res. No. 222-2019, § 2, 10-9-19)

Sec. 5-6. Reimbursement for cost of animal care; violation.

- (a) *Owner/harbinger responsible.* The owner/harbinger of any animal that comes into the custody or control of the director or designee shall be responsible for the fees, expenses and costs for the care of said animal. The animal care costs shall include, but not be limited to: wholesome food, potable water, veterinarian care, any procedures deemed necessary for the wellbeing and maintenance of said animal, medical supplies, medications, vaccinations, and/or daily fees or pickup fees of any facility caring for the animal. The owner/harbinger shall pay in full the facility and in compliance with the requirements or policies of the facility prior to the animal's release. The facility and/or the director may request the judge of the county court to order the payment of such fees and expenses as part of any proceeding against the owner/harbinger, and the owner/harbinger shall pay the fees, expenses and costs as the court shall direct.
- (b) *Failure to pay animal care costs.* It shall be a violation of this chapter for any owner/harbinger of any animal that receives care to fail to pay the animal care fees, expenses and costs. Failure to pay the animal care fees, expenses and costs is a class H violation.

(Res. No. 270-1992, § X, 12-2-92; Res. No. 202-2010, § 1, 12-15-10)

Secs. 5-7—5-35. Reserved.

ARTICLE II. ADMINISTRATION AND ENFORCEMENT

DIVISION 1. GENERALLY

Sec. 5-36. County animal control department.

There is hereby established by the board of county commissioners a department of animal control, which shall be responsible for the implementation and enforcement of this chapter in the unincorporated area of the county, and in any city which contracts with the county for such service. The department shall consist of a director and such other personnel as deemed necessary.

(Res. No. 270-1992, § II(A), 12-2-92; Res. No. 51-2014, § 3, 4-16-14; Res. No. 4-2015, § 1, 1-21-15)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

Sec. 5-37. Director; duties.

- (a) The director and the director's designee are hereby appointed to serve as code enforcement officers pursuant to K.S.A. 19-101d(b)(2), and shall have the power to sign, issue and execute uniform complaints and notices to appear as is fully set out in the code for the enforcement of county codes and resolutions (K.S.A. 19-4701 et seq.).
- (b) The director and the director's designee shall constitute animal control officers.
- (c) The director shall have the following power and authority:
 - (1) To oversee and direct the enforcement of this chapter and any other animal control resolutions of this jurisdiction through the hiring of personnel, subject to county policy.
 - (2) To designate such employees as code enforcement officers and animal control officers.
 - (3) To administer the licensing and vaccinating of dogs and the vaccinating of cats as required under the provisions of this chapter.
 - (4) To conduct hearings and issue orders pursuant to sections 5-162 and 5-163 of this chapter.
 - (5) To cause the taking up of any nuisance animal and to cause its impoundment until further order of the director.
 - (6) To cause the taking up of any dangerous animal and to cause its impoundment until further order of the director.
 - (7) To cause the investigation of any complaints about or instances of cruelty or inhumane treatment to animals.

- (8) To cause the picking up and disposal of dead animals and living animals for humane euthanasia upon notification of the location of such animal in the unincorporated area of the county, and in the appropriate circumstances, to cause the waiver of pickup fees.
- (9) To cause the seizure, impoundment, or taking up, on private or public property, of any animal which has bitten a person or other animal and impound the animal in a veterinary hospital or animal care facility. Such impoundment shall not exceed a period of more than thirty (30) days, during which time the health officer shall determine whether or not such animal is suffering from a disease and, if not, the health officer and the director or the director's designee shall authorize the release of the animal upon payment by the owner of the boarding fee, any costs for such confinement, and compliance with other applicable laws, resolutions and ordinances. The health officer or animal control officer may authorize the confinement of the animal on the owner's premises if the owner produces a current rabies vaccination certificate, and the owner is otherwise in compliance with other applicable laws, resolutions and ordinances. To be considered current, the expiration date of the rabies vaccination certificate shall be less than twelve (12) months from the date of the bite alleged, and the date of the rabies vaccination and the identification of the animal shall be recorded on the rabies vaccination certificate.
- (10) To cause the taking up of any animal subjected to inhumane treatment for purposes of impoundment, veterinary care or humane euthanasia.
- (11) To cause the pickup/take up of any inherently dangerous mammal or inherently dangerous reptile for purposes of impoundment, veterinary care or humane euthanasia, and to determine the disposition thereof.
- (12) To inspect the premises where any inherently dangerous mammal or inherently dangerous reptile is harbored at any time between 7:00 a.m. and 9:00 p.m. daily for the purpose of determining whether the harborer is in compliance with the provisions of this chapter.

(Res. No. 270-1992, §§ II(B)—(D), 12-2-92; Res. No. 22-1996, § I, 1-24-96; Res. No. 51-2014, § 3, 4-16-14; Res. No. 4-2015, § 1, 1-21-15; Res. No. 222-2019, § 3, 10-9-19)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

Secs. 5-38—5-50. Reserved.

DIVISION 2. ANIMAL CARE ADVISORY BOARD²

Sec. 5-51. Established.

The county animal care advisory board is hereby reestablished under the terms and conditions set forth in this division.

²Editor's note(s)—Res. No. 4-2015, §§ 1, 2, adopted Jan. 21, 2015 repealed a resolution, Res. No. 51-2104, which amended various sections of ch. 5, including ch. 5, div. 2, §§ 5-51—5-55, and reinstated in full effect the provisions of said division that existed prior to the adoption of Res. No. 51-2014, as set out herein.

Cross reference(s)—Boards, commissions, etc., § 2-151 et seq.

(Res. No. 17-1987, § 2, 2-4-87; Res. No. 4-2015, §§ 1, 2, 1-21-15)

Sec. 5-52. Membership.

The county animal care advisory board shall consist of ten (10) members who shall be appointed by and serve at the pleasure of the board of county commissioners.

- (1) Each county commissioner shall appoint two (2) members to the advisory board.
- (2) The members appointed shall serve for a period of four (4) years from the date of appointment. If the commissioner appointing a board member leaves office for any reason, the term shall expire, except that a member may serve until a successor has been duly appointed.
- (3) In the event of the death, resignation or disqualification of any member, such member's successor shall be appointed as provided in this section to fill only the unexpired term caused by such vacancy.
- (4) Members appointed by the board of county commissioners shall as nearly as possible be represented by and include a veterinarian, a second or third class city animal control officer, a kennel/breeder, a member of the animal care organization, and a member of the Kansas Humane Society.

(Res. No. 17-1987, § 3, 2-4-87; Res. No. 4-2015, §§ 1, 2, 1-21-15)

Sec. 5-53. Meetings; organization; records.

The animal care advisory board shall elect one of its members as chair and one member as its vice-chair. Terms of the chair and vice-chair shall be for one year, or until a successor is duly elected. The advisory board shall convene for its meetings at such time and place as shall be fixed by the chair of the advisory board. The director of the county animal control department shall serve in an ex officio capacity on the advisory board and shall serve as staff to the advisory board and shall cause a proper record to be kept of all proceedings before the advisory board.

(Res. No. 17-1987, § 4, 2-4-87; Res. No. 4-2015, §§ 1, 2, 1-21-15)

Sec. 5-54. Bylaws, rules and procedures.

The animal care advisory board may, by majority vote, adopt bylaws, rules and procedures for the conduct of its meetings and business. Such bylaws, rules and procedures shall not be in conflict with law and shall be subject to approval by the board of county commissioners.

(Res. No. 17-1987, § 5, 2-4-87; Res. No. 4-2015, §§ 1, 2, 1-21-15)

Sec. 5-55. Duties.

The duties of the county animal care advisory board shall include the following:

- (1) Guiding the county animal control department in all phases of its operations.
- (2) Determining operational policies and procedures of the county animal control department to be approved by the board of county commissioners.
- (3) Making recommendations concerning the operational policies and procedures to the board of county commissioners for implementation.

- (4) Annually, along with the director of the county animal control department, developing an operating budget and recommending the budget to the county manager, who will submit it for approval to the board of county commissioners.
- (5) Providing such other guidance, study, analysis or other assistance deemed necessary and approved by the chair of the county animal care advisory board, the director of the county animal control department and the board of county commissioners.

(Res. No. 17-1987, § 3, 2-4-87; Res. No. 4-2015, §§ 1, 2, 1-21-15)

Secs. 5-56—5-65. Reserved.

ARTICLE III. DOG LICENSE

Sec. 5-66. Required; renewal.

- (a) *Required.* An owner/harbored of any dog, five (5) months or older which is harbored within the unincorporated area of the county shall be required to obtain and possess an annual one (1) year or upon renewal, a three-year license for the dog. An owner/harbored shall show the license immediately upon the request of an animal control officer or a code enforcement officer. The license, except in the case of a dangerous dog, may be obtained from a veterinarian or from the director in the manner prescribed in section 5-69. The expiration date of the initial dog license issued shall be one (1) year from the date of issuance shown thereon or from the date of the veterinarian's confirmation attached thereto. Thereafter, the owner/harbored may renew a license for one (1) year or a three-year period. Any dog maintained in foster care or with a rescue organization shall not be required to be licensed until adopted or placed.
- (b) *Renewal.* An owner/harbored of any dog which has been previously licensed in the county and which remains harbored within the unincorporated area of the county shall be required to obtain and possess a new license for the dog on or before the expiration date of the previous license. An owner/harbored shall show the license immediately upon the request of an animal control officer or a code enforcement officer. The license, except in the case of a dangerous dog, may be obtained from the director in the manner prescribed in section 5-69. The expiration date of the initial dog license shall be one (1) year from the date of issuance shown thereon or from the date of the veterinarian's confirmation attached thereto. In the case of a renewal license, the owner/harbored may obtain a one-year license or with a valid three-year vaccination, the owner/harbored may purchase a three-year dog license.

(Res. No. 270-1992, § III(A), (B), 12-2-92; Res. No. 15-2007, § 1, 1-3-07; Res. No. 202-2010, § 1, 12-15-10)

Sec. 5-67. Dangerous dogs.

An owner of any dog that has been previously determined to be a dangerous dog by the director, or which has previously been determined, declared, or adjudged dangerous or vicious in any other jurisdiction of which the director has notice or of which the owner has knowledge and which jurisdiction uses substantially the same standards as Sedgwick County for determination of a dangerous animal, which is harbored within the unincorporated area of the county, shall be required to obtain and possess an annual dangerous dog license for such dog. An owner shall show the license immediately upon the request of an animal control officer or a code enforcement officer. Such license shall only be obtained from the director. The expiration date of all dog licenses shall be one year from the date of rabies vaccination shown thereon, or from the date of the veterinarian's confirmation attached thereto, regardless of the date the license is obtained. The director is prohibited from

allowing any grace period for an owner to obtain a new license. All subsequent licenses for such dog shall also be obtained only from the director.

(Res. No. 270-1992, § III(C), 12-2-92; Res. No. 15-2007, § 1, 1-3-07; Res. No. 51-2014, § 4, 4-16-14; Res. No. 4-2015, § 1, 1-21-15)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

Sec. 5-68. Exemptions.

Exemptions from licensing requirements shall be as follows:

- (1) All dogs being used in research work to develop disease-free animals;
- (2) Any dog which is registered as a seeing eye dog or which has been specially trained to aid hearing impaired, disabled or handicapped persons; or
- (3) Any dog which performs law enforcement or security functions for a governmental entity.

Such dogs as are identified in this section shall be subject to all other requirements contained in this chapter or any other resolution governing animal control or care in the unincorporated area of the county.

(Res. No. 270-1992, § III(F), 12-2-92; Res. No. 51-2014, § 4, 4-16-14; Res. No. 4-2015, § 1, 1-21-15)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

Sec. 5-69. Procedure for obtaining a license.

- (a) *Obtaining a license from a veterinarian.* The director shall provide suitable license forms to veterinarians practicing in the county. The license form shall be designed to receive information regarding:
 - (1) The dog's physical description;
 - (2) The date of rabies vaccination from its vaccination certificate, or a separately attached veterinarian's confirmation (which veterinarian's confirmation shall not excuse or invalidate the requirement that all dogs be licensed as described in sections 5-66 and 5-67);
 - (3) The metallic vaccination tag number;
 - (4) The owner's name, address and telephone number;
 - (5) A statement to be signed by the owner that the dog has never been previously determined, declared or adjudged to be a dangerous or vicious animal in the county or in any other jurisdiction, and such other information as may be deemed necessary by the director; and
 - (6) The appropriate license fee payment and indication of receipt thereof by the veterinarian.

The license form shall be completed by the veterinarian at the time of vaccination or preparation of veterinarian's confirmation. The veterinarian's signature thereon shall serve as verification of administration of the required vaccination, and the license form shall be distributed as indicated thereon. The dog owner may pay the appropriate license fee to the veterinarian, who shall mark the license form with the veterinarian's assigned "paid" stamp, or the dog owner may pay the appropriate license fee to the director. The license form shall be considered invalid unless the entire license form is completed and a veterinarian's confirmation is attached in appropriate

cases, the license fee is paid and the license form and license fees are received by the director. The veterinarian shall send the completed license form and license fee received to the director, who shall deposit the license fee in the county general fund. The director shall maintain official records of the licenses issued. The director shall provide postage-paid, pre-addressed envelopes to the veterinarians for their use in forwarding the license form, veterinarian's confirmation, if any, and license fee to the director.

- (b) *Obtaining a license from the director.* An owner may also obtain a license by providing the following information to the director:
- (1) The dog's physical description;
 - (2) A verification of rabies vaccination by presenting the dog's vaccination certificate or by presenting a veterinarian's confirmation (which veterinarian's confirmation shall not excuse or invalidate this requirement that all dogs be licensed as described in sections 5-66 and 5-67);
 - (3) A verification of the metallic vaccination tag number by presenting the dog's vaccination certificate;
 - (4) The owner's name, address and telephone number;
 - (5) A statement to be signed by the owner that the dog has never been previously determined, declared or adjudged to be a dangerous or vicious animal in the county or in any other jurisdiction, and such other information as may be deemed necessary by the director; and
 - (6) The appropriate license fee payment and indication of receipt thereof by the director.

The director shall receive subsections (1) through (6), inclusive, and the director shall thereupon complete the license form and shall sign the license form. The license form shall be considered invalid unless the entire license form is completed and a veterinarian's confirmation is attached in appropriate cases, the license fee is paid, and the license form and license fee are received by the director. Upon completion of the license form, the director shall deposit the license fee into the county general fund. The director shall maintain official records of the licenses issued.

- (c) *Licensing of dogs previously determined, declared or adjudged dangerous or vicious.* The owner of any dog which has previously been determined, declared, or adjudged dangerous or vicious by the director or by any other authorized person in another jurisdiction as provided in section 5-162 shall be required to obtain the animal's license from the director in the manner described in subsection (b) of this section and shall be prohibited from obtaining the license from a veterinarian. The director shall write upon the face of the license issued, clearly and obviously, "*Dangerous Dog.*" In addition, the owner shall be required to provide to the director at the time of making application for such license either:
- (1) Proof of homeowner's, renter's or other insurance acknowledging the ownership of such animal previously determined, declared or adjudged to be dangerous or vicious and demonstrating that such animal's subsequent acts are insured by such policy and with such policy listing the Sedgwick County Animal Control Department as an entity to be notified ten (10) days in advance if the policy is cancelled for any reason; or
 - (2) A surety bond in the amount of three hundred thousand dollars (\$300,000.00) written to cover any acts of such animal previously determined, declared or adjudged to be dangerous or vicious, which bond shall list the Sedgwick County Animal Control Department as an entity to be notified ten (10) days in advance if the surety bond is cancelled for any reason.

Upon notification to the director of cancellation of a policy of insurance or of a surety bond, the director shall make an investigation into the current condition of the dog.

(Res. No. 270-1992, § III(E), 12-2-92; Res. No. 15-2007, § 1, 1-3-07; Res. No. 51-2014, § 4, 4-16-14; Res. No. 4-2015, § 1, 1-21-15; Res. No. 222-2019, § 4, 10-9-19)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

Sec. 5-70. Fees.

Annual license fees for dogs shall be as follows:

- (1) Each spayed or neutered dog \$ 12.00
- (2) Each unspayed or unneutered dog 22.00
- (3) Each dangerous dog 100.00

(Res. No. 270-1992, § III(D), 12-2-92; Res. No. 63-03, § 1, 3-26-03)

Sec. 5-71. False statement; dishonored or worthless checks.

- (a) Any false statement in a license form shall render the license issued invalid from the date of its issuance.
- (b) Any check used in payment of license fees returned to the county treasurer marked "nonsufficient funds" or "account closed" or otherwise dishonored renders the license invalid from the date of its issuance. The county treasurer shall notify the director immediately upon receipt of a returned check, and the director shall thereupon notify the owner.

(Res. No. 270-1992, § III(G), 12-2-92; Res. No. 15-2007, § 1, 1-3-07)

Sec. 5-72. Violations.

- (a) *Failure to obtain or possess dog license.* It shall be a violation of this chapter for any owner of any dog aged five (5) months or more to fail to obtain or possess a license for such dog. Failure to obtain or possess a dog license is a class F violation.
- (b) *Failure to renew or possess dog license.* It shall be a violation of this chapter for any owner of any dog whose license has expired to fail to obtain or possess a new license for such dog. Failure to renew or possess a dog license is a class F violation.
- (c) *Failure to obtain or possess dangerous dog license.* It shall be a violation of this chapter for any owner of any dog which has previously been determined dangerous as described in section 5-67 to fail to obtain or possess a dangerous dog license for such dangerous dog. Failure to obtain or possess a dangerous dog license is a class H violation.
- (d) *Failure to show dog license.* It shall be a violation of this chapter for any owner to fail to show any dog's license to an animal control officer, code enforcement officer or other authorized person upon request. Failure to show a dog license is a class F violation.
- (e) *Obtaining a dangerous dog license from veterinarian.* It shall be a violation of this chapter for any owner of any dog which has previously been determined dangerous as described in section 5-67 to obtain a license for such dog from a veterinarian. Obtaining a dangerous dog license from a veterinarian is a class H violation.
- (f) *Making a false statement on license form.* It shall be a violation of this chapter for any owner of any dog to make any false statement in a license form. Making a false statement on license form is a class F violation.
- (g) *Giving a worthless check for a dog license.* It shall be a violation of this chapter for any owner of any dog to give in payment for any license fee a check which is returned to the county treasurer marked "nonsufficient

funds" or "account closed" or otherwise indicating that the check has been dishonored. Giving a worthless check for a dog license is a class F violation.

(Res. No. 270-1992, § III(H), 12-2-92)

Secs. 5-73—5-100. Reserved.

ARTICLE IV. RABIES CONTROL³

DIVISION 1. GENERALLY

Sec. 5-101. Reporting animal bites.

Any person having an animal bite or other persons knowing of such bite shall report to the animal control officer or health officer information concerning the bite, including the location of the biting animal and the bitten person at the time of the bite, the victim's name, address and phone number, a description of the animal and the name and address of the animal's owner, if known.

(Res. No. 270-1992, § IX(A), 12-2-92)

Sec. 5-102. Failure to report animal bite; violation.

It shall be a violation of this chapter for any person having been bitten by an animal or knowing of other persons having been bitten by an animal to fail to make a bite report to the animal control officer or health officer, including information concerning the bite, the location of the animal and the bitten person at the time of the bite, the victim's name, address and phone number, a description of the animal and the name and address of the animal's owner, if known. Failure to report an animal bite is a class G violation.

(Res. No. 270-1992, § IX(B), 12-2-92)

Sec. 5-103. Biting animals.

- (a) Any animal control officer may take up, upon private or public property, any animal that has bitten a person or other animal, and impound the animal in a veterinary hospital or an animal care facility, or order the owner of such animal to confine or enclose such animal in accordance with the instructions of the animal control officer, for a period of not more than thirty (30) days, during which time the animal control department shall determine whether or not such animal is suffering from a disease, and, if not, the animal control department shall authorize the release of the animal upon payment by the owner of the boarding fee therefor. An animal control officer may authorize the keeping of any such animal on the owner's premises if the owner produces a rabies vaccination certificate showing that the animal has been vaccinated for rabies within the prior twelve (12) months.
- (b) It shall be a violation of this chapter for any owner of any animal that has been ordered confined, enclosed or surrendered for disease observation by an animal control officer to fail to confine, enclose or surrender the

³Cross reference(s)—Health code provisions pertaining to rabies control, § 14-256 et seq.

animal in accordance with such orders. Failure to comply with orders regarding a biting animal shall be a class H violation.

(Res. No. 270-1992, § VIII, 12-2-92; Res. No. 142-2002, § 1, 10-2-02)

Sec. 5-104. Destruction or confinement of rabid animals or animals exposed to rabies.

When an animal is known to be rabid or has been bitten by a rabid animal, the director may order such animal to be destroyed or confined for a period of ninety (90) days in a veterinary hospital or an animal care facility specified by the director. In the case of domestic animals unvaccinated against rabies, the director may require post-exposure prophylaxis and one-hundred-eighty-day confinement of such animals that have been exposed to a known rabid animal at a veterinary hospital or an animal care facility.

(Res. No. 142-2002, § 1, 10-2-02)

Secs. 5-105—5-130. Reserved.

DIVISION 2. VACCINATION OF DOGS, CATS AND FERRETS⁴

Sec. 5-131. Vaccinations required.

The owner/harbinger of any dog, cat or ferret aged five (5) months or older harbored in the unincorporated area of the county (or by municipal agreement) shall have such dog, cat or ferret vaccinated against rabies subject to the exemption contained in section 5-133.

- (1) *Time period.* Vaccinations shall be obtained as set forth below:
 - (a) *Dogs.* The first inoculation of a dog over five (5) months old shall be for a period of one (1) year (twelve (12) months). Prior to the expiration of the first inoculation, the harbinger/owner shall have the option of renewing the vaccination for a period of one (1) year (twelve (12) months) or three (3) years (thirty-six (36) months). The harbinger/owner shall obtain a veterinarian's written certification annually or for the three-year period, that the dog has been properly vaccinated and a new vaccination tag shall be assigned to each dog.
 - (b) *Cats.* The first inoculation of a cat over five (5) months old shall be for a period of one (1) year (twelve (12) months). Each subsequent inoculation shall be obtained annually. The harbinger/owner shall obtain a veterinarian's written certification annually that the cat has been properly vaccinated.
 - (c) *Ferrets.* The first inoculation of a ferret over five (5) months old shall be for a period of one (1) year (twelve (12) months). Each subsequent inoculation shall be obtained annually. The harbinger/owner shall obtain a veterinarian's written certification annually that the ferret has been properly vaccinated.
- (2) *Mandatory requirements of owner/harbinger.* Each owner/harbinger shall:
 - (a) Have such dog's metallic vaccination tag secured to its collar, which shall be worn at all times by such animal, except when a veterinarian's confirmation has been issued for such animal;

⁴Editor's note(s)—Res. No. 202-2010, adopted Dec. 15, 2010, amended the title of div. 2 to include Ferrets.

- (b) Have in the harborer/owner's possession the vaccination certificate or veterinarian's confirmation at all times;
- (c) Show the vaccination certificate or veterinarian's confirmation immediately upon the request of an animal control officer, code enforcement officer, or other authorized person.

(Res. No. 270-1992, § IV(A), 12-2-92; Res. No. 202-2010, § 1, 12-15-10)

Sec. 5-132. Vaccination procedure.

The following procedure shall apply to all vaccinations:

- (a) Inoculation must be performed by a person licensed to practice veterinary medicine in the State of Kansas.
- (b) Inoculation must be with a prophylactic vaccine approved by the United States Department of Agriculture and listed in the current National Association of State and Public Health Veterinarian's Compendium of Rabies Control.
- (c) Unless a licensed veterinarian certifies to the director of animal control that such vaccination would be injurious to such dog, cat or ferret due to its age or health, all dogs, cats or ferrets must be vaccinated on the schedule set forth above.
- (d) The veterinarian administering the rabies vaccination shall issue a metallic tag for the particular animal vaccinated, on which tag shall be distinctly marked the veterinarian's name or veterinary clinic name, address and tag identification number. The date of vaccination shall also be marked thereon. The veterinarian shall also issue a vaccination certificate or confirmation to the harborer/owner.

(Res. No. 270-1992, § IV(B), 12-2-92; Res. No. 202-2010, § 1, 12-15-10)

Sec. 5-133. Exemptions.

Exemptions from vaccination requirements shall be as follows:

- (a) All animals used in medical research or to develop disease-free animals.
- (b) All animals for which there is a written statement that the rabies vaccination would be injurious to the animal because of its age or health. A veterinarian's confirmation shall not excuse or invalidate the requirement that all dogs be licensed as prescribed in section 5-66.

(Res. No. 270-1992, § IV(C), 12-2-92; Res. No. 202-2010, § 1, 12-15-10)

Sec. 5-134. Violations.

- (a) *Failure to obtain dog, cat or ferret vaccination; failure to possess vaccination certificate or veterinarian's confirmation.* It shall be a violation of this chapter for any harborer/owner of any dog, cat or ferret aged five (5) months or older to fail to obtain vaccination of such animal each year or for the optional three (3) years (for dogs only), as determined by the vaccination administered and type of animal, or to fail to possess a current vaccination certificate or veterinarian's confirmation for such dog, cat or ferret. Failure to obtain a vaccination or to possess a vaccination certificate or veterinarian's certificate is a class F violation.
- (b) *Failure to show dog, cat or ferret vaccination certificate or veterinarian's confirmation.* It shall be a violation of this chapter for any harborer/owner of any dog, cat or ferret aged five (5) months or more to fail to show a current vaccination certificate, or veterinarian's confirmation as described in subsection 5-133(b), to any

animal control officer, code enforcement officer, sheriff officer or other authorized person upon request. Failure to show the vaccination certificate or veterinarian's confirmation is a class F violation.

- (c) *Failure to have metallic vaccination tag on dog collar.* It shall be a violation of this chapter for any harborer/owner of any dog aged five (5) months or older to fail to have a current metallic vaccination tag secured to the animal's collar, except when a veterinarian's confirmation has been issued. Failure to have a metallic vaccination tag on the animal's collar is a class F violation.
- (d) *Misappropriate dog's metallic vaccination tag.* It shall be a violation of this chapter for any harborer/owner of any dog aged five (5) months or older to display or allow to be displayed a metallic vaccination tag on the collar of any dog other than the dog for whom it was issued. Misappropriate dog's metallic vaccination tag is a class F violation.
- (e) *Failure to have collar on dog.* All dogs five (5) months of age or older are required to wear a collar at all times. It shall be a violation of this chapter for a harborer/owner of any dog aged five (5) months or older to fail to maintain a collar on the dog at all times. Failure to have a collar on a dog is a class F violation.

(Res. No. 270-1992, § IV(D), 12-2-92; Res. No. 202-2010, § 1, 12-15-10)

Secs. 5-135—5-160. Reserved.

ARTICLE V. NUISANCE ANIMALS; DANGEROUS ANIMALS

Sec. 5-161. Nuisance animals; maintaining a nuisance.

- (a) *Nuisance defined.* Nuisance means the maintenance of animals so as to cause discomfort to occupants of other premises by reason of offensive odors, insects or infestations, rodents, noise, nonconfinement or safety hazards. Maintaining larger domestic animals, including but not limited to bovine cattle, horses, hogs, sheep and goats, in accordance with each of the following standards shall not be deemed to be a nuisance:
 - (1) Providing at least ten thousand (10,000) square feet of fenced open space per animal if the animal shelter or enclosure is within three hundred (300) feet of any dwelling on adjoining premises, provided that this distance shall be five hundred (500) feet for hogs;
 - (2) Maintaining the animals within a fenced enclosure;
 - (3) Cleaning the domestic animal shelters at least once each week or as often as necessary to prevent or control odors and fly breeding; provided, however, that this shall not apply to grazing areas;
 - (4) Disposing of collected fecal material and other solid organic waste at a sanitary landfill or fertilizer processing plant or by proper disposal on land used for agricultural purposes;
 - (5) Storing grain or protein food in tightly covered, rodent-proof, metal containers or rodent-proof bins;
 - (6) Maintaining the premises free of rodent harborage;
 - (7) Using anticoagulant rodenticides for the control of rodents and organophosphorus insecticides for the control of flies, or providing other effective chemical means for the control of rodents and flies;
 - (8) Using soil sterilants and herbicides or other effective means for the control of weeds and grass around structures and buildings;
 - (9) Constructing and maintaining animal shelters and enclosures, including fences, by the use of dimension materials or other effective means so as to prevent domestic animals from breaking out or causing a hazard to persons or property;

- (10) Storing refuse in proper containers or in a manner approved by the health officer, and disposing of such refuse at least once each week or as frequently as may be required by the health officer;
 - (11) Storing solid waste accumulated from the cleaning of domestic animal shelters in metal or plastic containers with tightfitting metal or plastic lids and disposing of such solid waste at least once each week; and
 - (12) Providing proper drainage so that there is no accumulation of rainfall or liquid waste.
 - (13) Furthermore, no animal may be declared a nuisance if, at the time of any potential nuisance activity, the animal was being teased, tormented, abused, or assaulted. No animal may be declared a nuisance if the animal was protecting or defending a human being and/or their property within the immediate vicinity of the animal from an attack or assault.
- (b) *Nuisance animal defined.* Nuisance means any animal that has acted in such a manner as to constitute any one (1) or a combination of the following:
- (1) Trespassing to the property of a person other than the owner, or in the case of an inherently dangerous animal, trespassing to property other than the approved location;
 - (2) Threatening the safety of a person or other animal at a place other than on the property of the owner, or in the case of an inherently dangerous animal, threatening the safety of a person or other animal either at or away from the approved location;
 - (3) Molesting any passerby or chasing a passing vehicle, including a bicycle;
 - (4) Attacking any other animal;
 - (5) Causing injury to any person;
 - (6) Threatening or causing a condition which endangers public health or the health of other animals, whether through its behavior or physical condition;
 - (7) Damaging public or private property;
 - (8) Being at large;
 - (9) Being in season and not being confined or enclosed as to prevent impregnation;
 - (10) Being ridden on public property in a manner that obstructs, impedes or interferes with vehicular or pedestrian traffic;
 - (11) Interfering with or impeding refuse or trash collection by ripping, tearing, upsetting or tipping any container of such;
 - (12) Barking, whining or howling in an excessive fashion, which is hereby defined as continuous or untimely so as to disturb the sleep or peaceful enjoyment of an individual who is a neighbor (a neighbor for this purpose is hereby defined as an individual residing in a residence structure which is within one hundred (100) yards of the property on which the animal is kept or harbored), and who will agree to testify if called upon to testify about such matter under oath; and/or
 - (13) Being sick or injured and not receiving such care as is needed for the health or well-being of such kind of animal.
- (c) *Nuisance animals prohibited; impoundment.* The owner of an animal shall prevent such animal from committing a nuisance or being a nuisance animal. An animal control officer is authorized to take up any animal suspected of being a nuisance animal. In accordance with K.S.A. 47-1711, such officer shall immediately record the color, breed, sex, approximate weight and other description of the animal, the reason for the seizure, the location of seizure, the owner's name and address, if known, the animal's license number, if any, and any other identification number. The animal control officer may order impoundment of a

nuisance animal at an animal shelter, and the animal control officer shall notify the owner, provided the owner is known, pending any one (1) or a combination of the following:

- (1) A hearing to determine whether the animal is a habitual nuisance animal, as defined in sections 5-1 and 5-162; or
- (2) A hearing to determine whether the animal is a dangerous animal as defined in sections 5-1 and 5-163.

The animal control officer shall take up an injured or diseased nuisance animal to a veterinarian for treatment, and such costs shall be the responsibility of the owner. A nuisance animal shall not be impounded for more than ten (10) calendar days unless its owner has failed to pay in full all costs and fees associated therewith and has failed to comply with all animal control laws, resolutions and ordinances. If the animal is impounded more than ten (10) days, the director may order the animal to be placed for adoption or humane euthanasia.

- (d) *Persons aggrieved.* Any person who is aggrieved by a nuisance animal may confine the animal on the aggrieved person's property, but shall immediately notify the owner, if known, or the animal control officer if the owner is not known, for pickup and disposition of the animal. In the alternative, any person who is aggrieved by a nuisance animal may notify the animal control officer with the information concerning the nuisance, including the name and address of the owner of such animal, if known. The animal control officer shall investigate the allegations and may take up the animal. If the animal cannot be located and if the owner is known, or if the animal is found on its owner's premises, the animal control officer shall notify the owner that the nuisance actions of the animal must be abated, and upon probable cause the animal control officer may issue a uniform complaint and notice to appear alleging a violation of this chapter.
- (e) *Harboring a nuisance animal.* It shall be a violation for any owner to harbor a nuisance animal, as defined in this chapter. Harboring a nuisance animal is a class G violation. In the event that a nuisance animal causes economic damages to another party, the court may order the owner to pay restitution to such party.
- (f) *Additional acts of nuisance are separate violations.* Any act of nuisance after a complaint is issued to the owner against the same animal or animals alleging a violation of subsection (c) of this section, shall constitute an additional and separate violation. The first complaint after two (2) convictions for violation of subsection (c) of this section issued to the owner within twelve (12) months from the date of the first conviction regarding the same animal or animals, shall subject the owner to the provisions of this article regarding a habitual nuisance animal.
- (g) *Maintaining a nuisance.* It shall be a violation for any owner to maintain a nuisance, as defined in this chapter. Maintaining a nuisance is a class G violation. Whenever an animal control officer has determined that there has been a violation of this subsection, the animal control officer shall give written notice of such alleged violation to the owner, which shall give the owner at least seven (7) days to correct the violation particularized.

(Res. No. 270-1992, § V, 12-2-92; Res. No. 142-2002, § 1, 10-2-02; Res. No. 51-2014, § 5, 4-16-14; Res. No. 4-2015, § 1, 1-21-15; Res. No. 222-2019, § 5, 10-9-19)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

Sec. 5-162. Habitual nuisance animal.

- (a) *Habitual nuisance animal defined.* A habitual nuisance animal means any animal determined to be such by the director after a hearing as provided in this section. A prerequisite for an animal to be brought before the director for a hearing is the animal's owner having been convicted three (3) times in a twelve-month period of harboring a nuisance animal with each of the three (3) convictions relating to the same animal.

- (b) *Hearing.* Upon the director's own volition, the director may hold a hearing to determine whether an animal is a habitual nuisance animal. The owner of the animal shall be notified of the time and place of hearing. Witnesses may be called by the director and owner.
- (c) *Determination.* In making a determination, the director may consider whether such owner knowingly permitted such animal to commit acts of nuisance; and whether the animal can be kept in a manner that will prevent nuisance acts in the future and the likelihood thereof. If the director determines that the animal is a habitual nuisance, the director may order that the owner, at the owner's expense, abate the animal's nuisance actions in any one, or in any combination, of the following:
- (1) That the owner enclose or confine the animal in a manner and location that will ensure that the animal cannot repeat its nuisance actions;
 - (2) That the owner securely tie or chain the animal within an enclosed area;
 - (3) That the owner muzzle the animal;
 - (4) That the owner cause the animal to be examined and treated by a currently licensed veterinarian practicing in the county and that the owner obtain a written statement from the veterinarian that the animal is not threatening or causing a condition which endangers public health or the health of other animals;
 - (5) That the owner prohibit the animal from being on particular parcels of public or private property;
 - (6) That the owner provide an enclosure or an enclosed area for the animal and retain the animal there at all times unless in the owner's custody and securely leashed to the owner;
 - (7) That the owner cause the animal to be spayed or neutered by a currently licensed veterinarian practicing in the county, and that the owner obtain a written statement from the veterinarian that the animal has been spayed or neutered;
 - (8) That the owner cause the animal to be enclosed or be in any enclosure which will prevent impregnation of the animal while it is in season;
 - (9) That the owner is prohibited from riding the animal on public property; and
 - (10) That the owner's license to keep the animal be revoked.

If the director determines at the hearing that none of the methods outlined in this subsection will abate the nuisance action of the animal, the director may order that the animal be relinquished to an animal shelter or pound for adoption or humane euthanasia, or that the animal be humanely euthanized. The director is granted authority to order an animal impounded, at the owner's expense, for not more than ten (10) calendar days from the date of issuance of the director's determination and orders, which shall be the time allowed for the owner to show compliance therewith. At the end of the ten-day period, if the owner has not complied with the director's orders, the director may order the animal made available for immediate adoption or humane euthanasia. If the director determines that the director's orders are not being complied with during the remaining lifetime of the animal determined to be a habitual nuisance, the director shall have the authority, after a hearing, to cause the habitual nuisance animal to be impounded and humanely euthanized.

- (d) *Appeal.* Any owner dissatisfied with any decision of the director of the animal control department made pursuant to this section may appeal such decision within three (3) days, excluding Saturdays, Sundays and holidays, to the board of county commissioners by filing written notice thereof with the county clerk, with copies of the appeal notice to be provided to the director of the animal control department and the county counselor. The appeal shall be taken upon the record to be provided by the animal control department and shall not be a hearing de novo. A quorum of the board shall constitute a sufficient board for the purpose of conducting the appeal hearing.

(Res. No. 4-2015, § 1, 1-21-15; Res. No. 222-2019, § 6, 10-9-19)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, including the repeal of former § 5-162, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014, as set out herein.

Sec. 5-163. Dangerous animals.

(a) *Dangerous animal defined.* Dangerous animal means any animal determined dangerous by the director after a hearing as provided in this section, and such animal fulfills any one (1) or a combination of the following as the reason(s) the director is bringing such hearing:

- (1) Any animal which when unprovoked, in a vicious or terrorizing manner, approaches any person upon the streets, sidewalks or any public grounds or places in apparent attitude of attack;
- (2) Any animal with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of human beings or domestic animals;
- (3) Any animal which bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal without provocation on public or private property;
- (4) Any animal owned or harbored for the purpose of fighting or any animal trained for fighting; and/or
- (5) Any animal not licensed according to state, county or city law, resolution or ordinance, as required.

Exception: Notwithstanding the definition of a dangerous animal in this section, no animal may be determined dangerous if:

- (1) Any injury or damage is sustained by a person who, at the time such injury or damage was sustained, was committing a willful trespass or other tort upon premises occupied by the owner of the animal or was committing or attempting to commit a crime; or
- (2) The animal was protecting or defending a human being or another animal within the immediate vicinity of the animal from an unjustified attack or assault.

(b) *Hearing.* Upon the complaint of any person or upon the director's own volition, or upon the issuance of a uniform complaint and notice to appear, the director of the animal control department may hold a hearing to determine whether or not an animal is a dangerous animal as defined in section 5-1. The owner of the animal shall be notified of the time and place of the hearing. Witnesses may be called by the director and owner.

(c) *Determination.* In making a determination, the director may consider any one (1) or all of the following factors:

- (1) The seriousness of the approach, attack or bite;
- (2) The history of attacks or bites;
- (3) Whether the animal had been previously determined, declared or adjudicated to be dangerous or vicious by the director or in any other jurisdiction of which the director has notice or of which the owner has knowledge, and which jurisdiction uses substantially the same standards as the county for determination of a dangerous or vicious animal;
- (4) The conditions and circumstances existing at the time of the approach, attack or bite;
- (5) The conditions under which the animal is kept, enclosed or confined; and
- (6) The status of the animal's license and vaccination, if required under applicable state, county or city law, resolution or ordinance.

(d) *Action by director.* If the director determines that the animal is dangerous, the owner will be required to:

- (1) Have a microchip implanted into the animal at the owner's expense and the owner will be required to register the microchip with the director;
- (2) Have such dangerous animal that is a dog wear a muzzle deemed appropriate by the director at any time during which the dog is not on property owned or occupied by the dog's owner;
- (3) Post a sign provided by the director visible to the public and displayed in a location deemed satisfactory by the director and such sign shall be intended to make the public aware of the presence of the dangerous animal; and
- (4) Spay or neuter the animal at the owner's expense.

In addition to those items included in (d)(1) through (4) of this section, if the director determines that the animal is dangerous, the director may order that the owner, at the owner's expense, do any one (1), or any combination of the following:

- (5) Enclose or confine the animal in a manner and in a location that will ensure that the animal poses no threat of repeating any act which may result in the animal being declared dangerous on a subsequent occasion; or
- (6) If such confinement is not possible or if prior orders have not been heeded, the director may cause the animal to be humanely euthanized.

If the director determines that the director's orders are not being complied with during the remaining lifetime of the animal determined to be a dangerous animal, the director shall have the authority, after a hearing, to cause the dangerous animal to be impounded or humanely euthanized.

- (e) *Appeal.* Any owner dissatisfied with any determination or order of the director made pursuant to this section may appeal such order or determination within three (3) days, excluding Saturdays, Sundays and holidays, to the board of county commissioners by filing written notice thereof with the county clerk, with copies of the appeal notice to be provided to the director of the animal control department and the county counselor. The appeal shall be taken upon the record to be provided by the animal control department and shall not be a hearing de novo. A quorum of the board shall constitute a sufficient board for the purpose of conducting the appeal hearing.
- (f) *Violations.*
 - (1) *Harboring a dangerous animal.* It shall be a violation of this chapter for any owner to harbor a dangerous animal. Harboring a dangerous animal is a class G violation.
 - (2) *Failure to comply with director's hearing orders.* It shall be a violation of this chapter for any owner of any animal that has been determined to be a dangerous animal after a hearing by the director to fail to comply with any and all written orders issued as conditions upon which the owner was allowed to regain physical custody of the animal. Failure to comply with director's orders is a class H violation.

(Res. No. 270-1992, § VII, 12-2-92; Res. No. 51-2014, § 5, 4-16-14; Res. No. 4-2015, § 1, 1-21-15; Res. No. 222-2019, § 7, 10-9-19)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

State law reference(s)—Permitting dangerous animal to be at large, K.S.A. 21-6418.

Secs. 5-164—5-190. Reserved.

ARTICLE VI. ANIMAL CRUELTY

Sec. 5-191. Cruelty to animals prohibited.

- (a) *Defined.* For purposes of this article, cruelty to animals means:
- (1) Intentionally and maliciously killing, injuring, maiming, torturing or mutilating any animal, or setting an animal upon another animal for the purpose causing physical harm to one (1) or more animals;
 - (2) Having physical custody of any animal and failing to provide such food, potable water, protection from the elements, opportunity for exercise and other care as is needed for the health or well-being of such kind of animal;
 - (3) Intentionally or recklessly causing physical injury for the purpose of sport, contest, practice or entertainment, other than acts described in section 5-191;
 - (4) Promote, stage, hold, manage, incite, or in any way conduct any game, exhibition, contest or fight in which one (1) or more animals are engaged for the purpose of injuring, killing, maiming, or destroying themselves or any other animal; or
 - (5) For any owner or harbinger to abandon any animal.
- (b) *Exceptions.* The provisions of this section shall not apply to:
- (1) Normal or accepted veterinary practices;
 - (2) Bona fide experiments carried on by commonly recognized research facilities;
 - (3) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of K.S.A. ch. 32 or 47;
 - (4) Rodeo practices accepted by the rodeo cowboys' association;
 - (5) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an incorporated humane society, the operator of an animal shelter or pound, local or state health officer or licensed veterinarian three (3) business days following the receipt of any such animal at such society, shelter or pound;
 - (6) With respect to farm animals, normal or accepted practices of animal husbandry;
 - (7) The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property; or
 - (8) An animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods.
- (c) *Violation.* It shall be a violation of this chapter for any person to commit cruelty to any animal. Committing cruelty to any animal is a class I violation.

(Res. No. 270-1992, § XIII(A), (C), 12-2-92; Res. No. 202-2010, § 1, 12-15-10; Res. No. 51-2014, § 6, 4-16-14; Res. No. 4-2015, § 1, 1-21-15; Res. No. 222-2019, § 8, 10-9-19)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

State law reference(s)—Similar provisions, K.S.A. 21-6412.

Sec. 5-192. Authority to take custody of animal when animal shows evidence of cruelty.

- (a) Any code enforcement officer, public health officer, animal control officer, law enforcement officer, licensed veterinarian or officer or agent of any incorporated humane society, animal shelter or other appropriate facility may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals as defined in section 5-191. Such officer, agent or veterinarian may inspect, care for or treat such animal or place such animal in the care of a duly incorporated humane society or licensed veterinarian for treatment, boarding or other care, or, if an officer of such humane society or such veterinarian determines that the animal appears to be diseased or disabled beyond recovery for any useful purpose, for humane killing.
- (b) The owner, custodian or harbinger of an animal killed pursuant to subsection (a) of this section shall not be entitled to recover damages for the killing of such animal unless the owner proves that such killing was unwarranted.
- (c) Expenses incurred for the care, treatment or boarding of any animal taken into custody pursuant to subsection (a), pending prosecution of the owner, custodian or harbinger of such animal for the violation of cruelty to animals, as defined in section 5-191, shall be assessed to the owner, custodian or harbinger as a cost of the case if the owner, custodian or harbinger is adjudicated guilty or pleads guilty or nolo contendere.
- (d) If the owner, custodian or harbinger is found guilty by the court of committing cruelty to any animal, as defined in section 5-191, and the court having jurisdiction is satisfied that an animal owned or possessed by such person would be in the future subjected to such violation, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society or licensed veterinarian for sale or other disposition.

(Res. No. 270-1992, § XIII(B), 12-2-92; Res. No. 51-2014, § 6, 4-16-14; Res. No. 4-2015, § 1, 1-21-15)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

State law reference(s)—Similar provisions, K.S.A. 21-6412.

Sec. 5-193. Inhumane treatment of animals prohibited; violation.

- (a) *Defined.* Inhumane treatment means any treatment to any animal which constitutes a material deviation from the standard of care which a reasonable person would observe under the same circumstances and which:
 - (1) Deprives the animal of necessary sustenance, including but not limited to, a sufficient supply of food and fresh, potable water supplied in a sanitary manner and at reasonable intervals;
 - (2) Deprives the animal of proper shelter;

- (3) Deprives the animal of exercise appropriate to the animal's species except for normal and customary husbandry practices; or
 - (4) Causes the animal to be kept in an unsanitary condition or tethered in such a manner as to cause injury, strangulation, or entanglement of the animal.
- (b) *Violation.* It shall be a violation of this chapter for any person to treat any animal in an inhumane manner or to provide inhumane treatment to any animal. Treating an animal inhumanely is a class H violation.

(Res. No. 270-1992, § XIV, 12-2-92; Res. No. 51-2014, § 6, 4-16-14; Res. No. 4-2015, § 1, 1-21-15; Res. No. 222-2019, § 9, 10-9-19)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

Sec. 5-194. Unlawful disposition of animals.

- (a) Any person who shall put any dead animals, carcasses of such animals, or any part thereof, into any well, spring, brook, branch, river, creek, pond, road, street, alley, lane, lot, field, meadow or common shall be deemed guilty of a class I violation.
- (b) Any owner of any dead animals, carcasses of such animals, or any part thereof, who shall knowingly permit the same to remain in any well, spring, brook, branch, river, creek, pond, road, street, alley, lane, lot, field, meadow or common to the injury of the health or to the annoyance of or damage to the citizens of the county or any of them, shall be deemed guilty of a class H violation. Each day the owner or owners shall permit the same to remain shall be deemed an additional offense.
- (c) Persons disposing of dead animals shall do so in one (1) of the following ways: (1) burial, (2) incineration, (3) delivery or unloading of the carcasses of dead animals or packing house refuse at a disposal plant, substation, rendering plant or place of transfer licensed by the livestock commissioner of the state, or (4) in accordance with appropriate state and local rules and regulations.
- (d) Any person who shall raffle, give as a prize or premium or use as an advertising device or promotional display, any living rabbit, chicken, duck, or goose, shall be deemed guilty of a class G violation. This subsection shall not apply to the giving of such animals to minor for use in agricultural projects under the supervision of commonly recognized youth farm organizations.

(Res. No. 270-1992, § XV, 12-2-92; Res. No. 142-2002, § 1, 10-2-02)

State law reference(s)—Similar provisions, K.S.A. 21-6413.

Sec. 5-195. Fighting animals.

- (a) *Fighting animals prohibited.* For purposes of this section, unlawful conduct of animal fighting is:
 - (1) Causing, for amusement or gain, any animal to fight with or injure another animal;
 - (2) Knowingly permitting such fighting or injuring on premises under one's ownership, charge or control; or
 - (3) Training, owning, keeping, transporting or selling any animal for the purpose or with the intent of having it fight with or injure another animal.
- (b) *Disposition of fighting animals.*

- (1) When a person is cited under this section, any code enforcement officer, public health officer, animal control officer, law enforcement officer, licensed veterinarian or officer or agent of any incorporated humane society, animal shelter or other appropriate facility may take into custody any dog on the premises where the dogfight is alleged to have occurred, and any dog owned, harbored or kept on the premises of any person cited under this section.
- (2) When a code enforcement officer, public health officer, animal control officer, law enforcement officer, licensed veterinarian or officer or agent of any incorporated humane society, animal shelter or other appropriate facility takes custody of a dog under this section, such officer may place the dog in the care of a duly incorporated humane society, animal shelter or licensed veterinarian for boarding, treatment or other care. If it appears to an officer of such humane society or a licensed veterinarian that the dog is diseased or disabled beyond recovery for any useful purpose, such dog may be humanely euthanized. Except as provided in subsection (b)(3) of this section, if it appears to the licensed veterinarian familiar with animal fighting, by physical examination that the animal has not been trained for aggressive conduct or is a type of animal that is not commonly bred or trained for aggressive conduct, the county counselor may request that the animal be returned to its owner when the animal is not needed as evidence in a case filed under this section or under section 5-191. The owner, harbored, or keeper of a animal humanely euthanized under this subsection shall not be entitled to damages unless the owner proves that such humane euthanization was unwarranted.
- (3) If a person is convicted of causing or permitting animals to fight or of attending an animal fight under this section, an animal taken into custody pursuant to subsection (b)(1) shall not be returned to such person, and the expenses incurred for the examination, veterinary care, treatment and boarding of such animal prior to conviction of the owner, harbored or keeper shall be assessed to the owner, harbored or keeper. Disposition of such animal shall be in accordance with section 5-191.

(c) *Violations.*

- (1) *Causing or permitting an animal to fight.* It shall be a violation of this chapter for any person to cause or to permit any animal to fight. Causing or permitting an animal to fight is a class H violation.
- (2) *Attending an animal fight.* It shall be a violation of this chapter for any person to attend any unlawful conduct of an animal fight. Attending an animal fight is a class H violation.
- (3) *Harboring an animal after a conviction.* It shall be a violation of this chapter for any person to harbor any animal after a conviction for any violation of this section within five (5) years of the date of such conviction. Harboring an animal after a conviction is a class I violation.

(Res. No. 270-1992, § XVI, 12-2-92; Res. No. 51-2014, § 6, 4-16-14; Res. No. 4-2015, § 1, 1-21-15; Res. No. 222-2019, § 10, 10-9-19)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

Subsequently, Res. No. 222-2019, § 10, adopted Oct. 9, 2019, changed the title of § 5-195 from "Fighting dogs" to read as herein set out.

State law reference(s)—Dog fighting, K.S.A. 21-6414 et seq.

Sec. 5-196. Surrendered animal by harbored/owner.

(a) *Defined.* For purposes of the animal code, surrendered animal means:

- (1) Where the name and address of the animal's owner/harbored is reasonably known to the animal control officer or code enforcement officer, and reasonable notice is provided of the animal being

- taken into the custody of animal control, any animal subsequently not redeemed by the harborer/owner from the animal shelter or appropriate facility within six (6) calendar days of the notice, shall be deemed surrendered.
- (2) Where the name and address of the animal's harborer/owner is not reasonably known to the animal control officer or code enforcement officer, and reasonable notice cannot be provided of the animal being taken into the custody of animal control, any animal subsequently not redeemed by the harborer/owner from the animal shelter or appropriate facility within three (3) calendar days of the date the animal comes into the custody of animal control, shall be deemed surrendered.
 - (3) Where the animal is defined as livestock (cow, ox or other bovine, goat, sheep, horse, ratites, donkey, swine, mule or other animal of similar or larger size) and the name and address of the animal's owner/harborer is reasonably known to the animal control officer or code enforcement officer, and reasonable notice is provided of the animal being taken into the custody of animal control, any animal subsequently not redeemed by the harborer/owner from the appropriate facility within ten (10) calendar days of the notice, shall be deemed surrendered. Where the name and address of the livestock's owner/harborer is not reasonably known to the animal control officer or code enforcement officer, and reasonable notice cannot be provided of the animal being taken into the custody of animal control, any livestock animal subsequently not redeemed by the owner/harborer from the appropriate facility within ten (10) calendar days of the date the livestock animal comes into the custody of animal control, shall be deemed surrendered.
- (b) *Disposition of surrendered animal.*
- (1) *Inhumane treatment/cruelty.* If the animal control or code enforcement officer takes into custody any animal suspected to be inhumanely treated or subjected to animal cruelty, the said officer may request the county court judge to be allowed to place the animal for adoption or humanely euthanize the animal after three (3) calendar days following notification to the owner/harborer of such surrendered animal, or in the case where notice cannot be provided, after six (6) calendar days after the animal comes into the custody of animal control or in the case of livestock within ten (10) calendar days after the animal comes into the custody of animal control; unless the harborer/owner files a cash bond with the clerk of the county court, in an amount not less than the cost of care and treatment which is to include daily fees or pickup fees, wholesome food, potable water, veterinarian care, any procedures deemed necessary for the wellbeing and maintenance of said animal, medical supplies, medications and/or vaccinations deemed necessary for said animal for thirty (30) days, as determined by the director or designee. If the animal remains in the legal custody of the animal control or code enforcement officer for a period exceeding thirty (30) days, after written notice to the owner/harborer, the officer may request the county court judge to increase the amount of the cash bond to cover the costs for the animal. The increased amount, if any, must be paid in to the county court clerk within three (3) calendar days. If not so paid, the said officer may make proper disposition of the animal or authorize the shelter or authorized facility to make disposition of the animal. The owner/harborer shall then be deemed to have abandoned the cash bond which shall be paid over to the shelter or authorized facility.
 - (2) *Adjudication.* If the harborer/owner of such animal is adjudicated not guilty or the county court judge after an adjudication of guilty is made, finds that such animal should be returned, such person may redeem the animal within three (3) calendar days. If such animal is not redeemed within three (3) calendar days, then the shelter or authorized facility shall make disposition of the animal. Any proceeds derived from such sale or disposition shall be paid to the shelter or authorized facility. If the harborer/owner is adjudicated guilty and the county court judge finds the animal should not be returned, the animal control officer or code officer shall make disposition or direct the shelter or authorized facility to make disposition of the animal.

- (3) *Nuisance.* The harbinger/owner of a nuisance animal shall redeem the animal within the time limits set forth in subsection 5-196(a) regardless of the adjudication of the nuisance case. If the animal is not so redeemed and found surrendered, the animal control officer or code officer shall make disposition or direct the shelter or authorized facility to make disposition of the animal.

(Res. No. 202-2010, § 1, 12-15-10; Res. No. 51-2014, § 6, 4-16-14; Res. No. 4-2015, § 1, 1-21-15; Res. No. 222-2019, § 11, 10-9-19)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

Sec. 5-197. Tethering of animals.

- (a) It is unlawful for any person to:
- (1) Continuously tether an animal for more than one (1) continuous hour, except that tethering of the same animal may resume after a hiatus of three (3) continuous hours. An animal may not be tethered for a total time period exceeding three (3) hours within any twenty-four-hour period.
 - (2) Attach chains or other tether restraint implements directly to an animal without the proper use of a collar, harness, or other device designed for that purpose and made from a material that prevents injury to the animal.
 - (3) Tether an animal in any manner that is not consistent with the tethering requirements included within subsection (b) of this section.
- (b) When an animal is tethered, the following requirements shall apply:
- (1) A chain, leash, rope, lead or other similar apparatus shall be at least ten (10) feet in length;
 - (2) A chain, leash, rope, collaring device, lead, or any assembly or attachments thereto used to tether an animal shall not weigh more than one-eighth ($\frac{1}{8}$) of the animal's body weight, or due to weight, inhibit the free movement of the animal within the tethered area;
 - (3) Animals shall be tethered in such a manner as to prevent injury, strangulation, or entanglement on fences, trees, or other manmade or natural obstacles;
 - (4) An animal shall be tethered so that the animal has access to shelter from the weather conditions, which includes:
 - a. Access to shade or proper shelter when sunlight and heat are likely to cause overheating per the heat index chart; and
 - b. Insulation and protection against cold and dampness when the atmospheric temperature falls below forty (40) degrees Fahrenheit;
 - (5) An animal's water supply shall be secured so that it cannot be tipped over by the tether;
 - (6) An animal shall be tethered in an area where it cannot readily be teased by persons and has reasonable protection from attacks by other animals;
 - (7) If an animal is tethered in an area where bare earth is present, reasonable steps must have been taken to prevent the surface from becoming wet and muddy in the event of precipitation;
 - (8) Any tethering of an animal with an obvious medical condition shall occur in a way that does not aggravate or further degrade the medical condition.
- (c) Exception. The tethering of livestock for purposes of loading, training and/or transport is not unlawful.

(d) Violation. Any person who violates this section shall be subject to a class H violation.

(Res. No. 222-2019, § 12, 10-9-19)

Secs. 5-198—5-210. Reserved.

ARTICLE VII. EXOTIC ANIMALS (RESERVED)

Secs. 5-211—5-225. Reserved.

ARTICLE VIII. INHERENTLY DANGEROUS ANIMALS⁵

Sec. 5-226. Prohibition of inherently dangerous animals.

It shall be unlawful for any person to own, harbor or permit at large any inherently dangerous animal in the unincorporated area of the county.

(Res. No. 35-00, § 3, 3-8-99)

Sec. 5-227. Exceptions to prohibition.

The following shall be exempt from the prohibition of harboring inherently dangerous animals in the county:

- (1) The Sedgwick County Zoo.
- (2) The Kansas Wildlife Exhibit.
- (3) Any facility accredited by the Association of Zoos and Aquariums (AZA).
- (4) Licensed or accredited medical institutions.
- (5) Accredited educational institutions.
- (6) Veterinary clinics in possession of inherently dangerous animals for treatment or rehabilitation purposes.
- (7) Traveling circuses.
- (8) Persons temporarily transporting inherently dangerous animals through the county provided that the transit time shall not be more than three (3) days.
- (9) License holder harboring one (1) or more inherently dangerous animals at an approved location.
- (10) Tanganyika Wildlife Park.

⁵Editor's note(s)—Res. No. 35-00, § 3, adopted March 8, 1999, repealed Art. VIII and enacted a new article as set out herein. The former Art. VIII, §§ 5-226—5-238, pertained to similar subject matter and derived from Ord. No. 22-1996, § I, adopted Jan. 24, 1996 and Res. No. 79-1996, adopted April 10, 1996.

(Res. No. 35-00, § 3, 3-8-99; Res. No. 51-2014, § 7, 4-16-14; Res. No. 4-2015, § 3, 1-21-15)

Sec. 5-228. Inherently dangerous animal license requirements.

Any person wishing to harbor one (1) or more inherently dangerous animals at an approved location in the unincorporated area of the county shall abide by the following provisions:

(1) *Application procedure.*

a. *Completion of application form and submittal of documents; filing.*

1. Any person wishing to obtain an inherently dangerous animal license to harbor one (1) or more inherently dangerous animals in the county shall annually file a written application and accompanying documents for consideration and review by the director.
 - i. License application forms are available in the county clerk's office and in the county animal control office.
 - ii. Completed license applications and accompanying documents shall be filed with the county clerk's office.
 - iii. Renewal license applications shall be filed with the county clerk's office no later than May 1 of any given year, regardless of the issue date of the license being renewed, and shall be subject to all requirements contained herein.
2. The information and documents required to be submitted for consideration by the director shall include, but not be limited to, the following:
 - i. Name, mailing address, street address, daytime telephone number and evening telephone number of the owner of the inherently dangerous animals;
 - ii. Name, mailing address, street address, daytime telephone number and evening telephone number of the property owner of the approved location at which inherently dangerous animals are to be harbored;
 - iii. Common address and legal description of the approved location at which inherently dangerous animals are to be harbored;
 - iv. Name, daytime telephone number and evening telephone number of person or persons to be contacted in case of an emergency;
 - v. Certificate of insurance;
 - vi. License application fee in the amount of:
 - a) One hundred dollars (\$100.00) for those applicants possessing a valid USDA Animal Welfare license unless such applicant obtained a county license between December 1, 1999 and March 8, 2000 in which case the application fee for June 30, 2000 through May 31, 2001 shall be fifty dollars (\$50.00); or
 - b) One hundred dollars (\$100.00) per animal, with a maximum of three hundred dollars (\$300.00) for those applicants not possessing a valid USDA Animal Welfare license;
 - vii. Copy of escaped animal procedures;
 - viii. Copy of outline for training of personnel in the care and handling of inherently dangerous animals;

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- ix. Measured diagram of the property and all buildings, cages and enclosures located thereon which are used for housing one (1) or more inherently dangerous animals. Said diagram shall include the following:
 - a) The location of any and all weapons including tranquilizer guns which are intended for use in case an inherently dangerous animal is at large; and
 - b) The location of all telephones; and
 - c) The height of any fencing or barrier erected on or around the property which is intended to contain inherently dangerous animals or to prevent the public from accessing said animals; and
- x. Copy of procedures for transporting one (1) or more inherently dangerous animals to and from an approved location. Such procedures shall be approved by the director prior to transport of any such animals.

Exception: It shall not be a requirement of this article for an applicant to submit transportation procedures for mammals weighing fifty (50) pounds or less and that are less than six (6) months of age.

- xi. Other information and/or documents which the director deems necessary to assist in determining whether a license should be issued.
3. Incomplete application. Any application that is submitted with incomplete information and/or that is not accompanied by all required documents shall not be considered an application and shall therefore not be reviewed for determination of approval by the director. If such an incomplete application is mistakenly considered and approved, such application shall be voidable and/or may be revoked pursuant to the provisions of this article.
 - b. *Initial inspection.* Following application, and prior to the determination of whether a license should be issued, the applicant shall submit to an initial inspection by the director of the approved location at which the applicant desires to harbor one (1) or more inherently dangerous animals. Such inspection shall be conducted to determine compliance with the provisions of the Code and shall be in addition to any inspection conducted pursuant to other provisions of this Code.
 - c. *Review and decision by director.* Upon receipt of a completed license application that has been filed with the county clerk's office, the director shall have thirty (30) calendar days in which to review said application and conduct inspections to determine compliance with the Code. On or before the thirtieth day following the filing of the completed license application, the director shall indicate in writing on the application form whether he approves or denies the license. The applicant shall be notified in writing by the county clerk's office whether its application has been granted or denied.
 1. The director shall not approve the harboring of one (1) or more inherently dangerous animals at any location other than an approved location as defined herein by a person meeting all requirements of this article. Any license issued by the director to harbor one (1) or more inherently dangerous animals at a location other than an approved location and/or by a person meeting all requirements of this article shall be considered voidable and/or may be revoked pursuant to the provisions set forth herein.
- (2) *Standards for housing and care of inherently dangerous mammals.*
- a. *General requirements.*

1. *Sanitation.* All animals and animal enclosures shall be kept in a clean and sanitary condition and so maintained as to limit objectionable odors. All enclosures shall be cleaned regularly and kept free of debris and fecal material. Proper drainage shall be established to provide dry housing conditions. Detergents and disinfectants shall be used on hard surfaces, pallets, and food and water containers. Drainage and means of disposing of debris and fecal material shall be in compliance with all applicable federal, state, county and local laws and regulations.
2. *Shift cage.* Each primary enclosure shall have access to a shift cage to permit safe feeding, cleaning, cage repair or other separations.
3. *Locks.* All enclosures shall be locked with a key or combination lock when inherently dangerous mammals are within the enclosure.
4. *Secondary latch.* All enclosures shall have a secondary latch.
5. *Doors.* All enclosures shall have double doors between the animal and possible escape, one (1) being a primary access door and the second being a safety door. Doors shall swing into the enclosure rather than out.
6. *Enclosure perimeters.* In addition to enclosure requirements and vertical barrier requirements set forth herein, all perimeters shall have either a concrete footing or horizontal protective matting around the entire enclosure to prevent escape through digging.
7. *Telephones.* At least one (1) land-line telephone and one (1) cellular telephone shall be in working condition and located at the approved location twenty-four (24) hours per day for use in case of an escape or other emergency.
8. *Electrical power back-up.* Every approved location that utilizes electrical power on any perimeter fencing, secondary barrier or enclosure shall maintain in working condition a back-up system, such as a gas-powered generator, which shall be used in case of electrical power failure or malfunction.
9. *Shelter.* All inherently dangerous mammals shall have access at all times to shelter from adverse climate conditions and those animals kept outside shall, in addition to the required shelter, have access to shade.
10. *Water.* Fresh clean water for drinking shall be available at all times. Watering shall consist of either built-in devices or sturdy portable containers; Such devices or containers shall be cleaned and disinfected daily.
11. *Food.* All inherently dangerous mammals shall have access to food which shall maintain the animal's proper weight, nutrition, and health.
12. *Medical attention.* Proper medical attention shall be provided when and as necessary to maintain the inherently dangerous mammals in a healthy condition.
13. *Transportation.* At no time shall an inherently dangerous mammal be transported to or from the approved location indicated on the license application except in a manner conforming with the procedures which are required to be submitted to, and approved by, the director, as set forth in subsection (1)a.2.x. herein;

Exception: A mammal weighing not more than fifty (50) pounds and that is less than six (6) months of age may be transported to or from the approved location without submittal and/or approval by the director of the transportation procedures.

14. *Animal restricted to approved location.* At no time shall an inherently dangerous mammal be located other than at the approved location indicated on the license application, except during transportation as described herein.

Exception: A mammal weighing not more than fifty (50) pounds and that is less than six (6) months of age shall not be restricted to the approved location so long as such mammal is in an appropriate enclosure or controlled by an appropriate restraint.

15. *Restraint.* Every inherently dangerous mammal shall be contained in an appropriate enclosure or controlled by an appropriate restraint at all times both at and away from the approved location. No inherently dangerous mammal shall be allowed to roam freely outside of an enclosure, regardless of the existence of fencing or a secondary barrier.

b. *Additional requirements for Canidae and hybrids thereof.*

1. *Enclosure dimensions.* A single small canid, or hybrid thereof, weighing less than thirty-five (35) pounds shall have an enclosure measuring at least eight (8) feet by twelve (12) feet. It shall be either a minimum of eight (8) feet high with a covered top or a minimum of fourteen (14) feet high with either an inward-facing overhang of barbed wire of not less than eighteen (18) inches at an angle of forty-five (45) degrees or have a one hundred ten (110) volt electric wire to prevent the animals from escaping. For each additional small canid (or hybrid thereof), the floor space of the enclosure shall be increased by fifty (50) percent. A single large canid, or hybrid thereof, weighing thirty-five (35) pounds or more shall have an enclosure measuring at least ten (10) feet by fifteen (15) feet. For each additional large canid, or hybrid thereof, the floor space of the enclosure shall be increased by fifty (50) percent.
2. *Enclosure materials.* Enclosures for canids and hybrids thereof shall be constructed of not less than eleven (11) gauge chain link or its equivalent for mammals of an adult weight less than thirty-five (35) pounds and nine (9) gauge chain link or its equivalent for animals of an adult weight of thirty-five (35) pounds or more.

c. *Additional requirements for Felidae and hybrids thereof.*

1. *Enclosure dimensions and materials for very large pantherids.* Very large pantherids, including lions (*P. leo*), tigers (*P. tigris*), and any hybrids thereof shall be maintained in barred or heavily wired cages. A cage for a single animal shall measure at least twenty-four (24) feet by twelve (12) feet. It shall be either a minimum of eight (8) feet high with a covered top or a minimum of fourteen (14) feet high with either an inward-facing overhang of not less than eighteen (18) inches at an angle of forty-five (45) degrees or have a one hundred ten (110) volt electric wire to prevent the animals from escaping. Floor space of a cage shall be increased by fifty (50) percent for each additional animal.
2. *Enclosure dimensions for other large felids.* Large felids, including jaguars (*P. onca*), leopards or panthers (*P. pardus*), pumas, cougars or mountain lions (*P. concolor*), snow leopards (*P. uncia*), clouded leopards (*Neofelis nebulosa*), and may subspecies or hybrids thereof shall be maintained in cages with minimum cage dimensions for a single large felid of twenty (20) feet by ten (10) feet by eight (8) feet high with a covered top. Floor space of a cage shall be increased by fifty (50) percent for each additional animal.
3. *Enclosure dimensions for smaller felids.* A small felid, having an adult body weight of more than fifteen (15) pounds but less than forty-four (44) pounds, including any hybrids but excluding the domestic cat (*Felis catus*) shall be maintained in cages with minimum cage dimensions for a single small felid of seven (7) feet by ten (10) feet by eight (8) feet high

with a covered top. Floor space shall be increased by fifty (50) percent for each additional animal.

4. *Enclosure materials.* Enclosures for very large and large felids shall be constructed of bars of not less than nine (9) gauge chain link fencing or its equivalent. Enclosures for smaller felids shall be constructed of bars of not less than eleven (11) gauge chain link fencing or its equivalent.

d. *Additional requirements for Ursidae and hybrids thereof.*

1. *Enclosure dimensions.* All enclosures for a solitary adult bear or hybrid thereof shall measure at least twenty-four (24) feet by twelve (12) feet with a ten-foot high covered top. Floor space of a cage shall be increased by fifty (50) percent for each additional animal.
2. *Enclosure material* shall be constructed of welded bars or not less than nine-gauge chain link appropriately secured, or its equivalent.

(3) *Standards for housing and care of inherently dangerous reptiles.*

a. *General requirements.*

1. *Sanitation.* All animals and animal enclosures shall be kept in a clean and sanitary condition and so maintained as to limit objectionable odors. All enclosures shall be cleaned regularly and kept free of debris and fecal material. Proper drainage shall be established to provide dry housing conditions. Detergents and disinfectants shall be used on hard surfaces, pallets, and food and water containers. Drainage and means of disposing of debris and fecal material shall be in compliance with all applicable federal, state, county and local laws and regulations.
2. *Locks.* All enclosures shall be locked with a key or combination lock when inherently dangerous reptiles are within the enclosure.
3. *Secondary latch.* All enclosures shall have a secondary latch.
4. *Doors.* Doors shall swing into the enclosure rather than out.
5. *Shelter.* All inherently dangerous reptiles shall have access at all times to shelter from adverse climate conditions and those animals kept outside shall, in addition to the required shelter, have access to shade.
6. *Security of enclosures.* Enclosures shall be secure and escape-proof.
7. *Telephones.* At least one (1) land-line telephone and one (1) cellular telephone shall be in working condition and located at the approved location twenty-four (24) hours per day for use in case of an escape or other emergency.
8. *Electrical power back-up.* Every approved location that utilizes electrical power on any perimeter fencing, secondary barrier or enclosure shall maintain in working condition a back-up system, such as a gas-powered generator, which shall be used in case of electrical power failure or malfunction.
9. *Climate.* Species appropriate temperature, lighting, and shelter shall be provided at all times.
10. *Food and water.* Inherently dangerous reptiles shall be fed and watered at a rate at which proper weight, nutrition, and health are maintained. Watering devices or containers shall be cleaned and disinfected daily.

11. *Medical attention.* Proper medical attention shall be provided when and as necessary to maintain the inherently dangerous reptiles in a healthy condition.
 12. *Transportation.* At no time shall an inherently dangerous reptile be transported to or from the approved location indicated on the license application except in a manner conforming with the procedures which are required to be submitted to, and approved by, the director, as set forth in subsection (1)a.2.x. herein.
 13. *Animal restricted to approved location.* At no time shall an inherently dangerous reptile be located other than at the approved location indicated on the license application, except during transportation as described herein.
 14. *Restraint.* Every inherently dangerous reptile shall be contained in an appropriate enclosure or controlled by an appropriate restraint at all times both at and away from the approved location. No inherently dangerous reptile shall be allowed to roam freely outside of an enclosure, regardless of the existence of fencing or a secondary barrier.
- b. *Additional requirements for venomous snakes and large constricting snakes.*
1. *Enclosure dimensions.* One (1) or two (2) venomous snakes or large constricting snakes shall have an enclosure with a perimeter measuring one and one-half (1½) times the length of the longest confined snake. For each additional snake, the floor area of the enclosure shall be increased by twenty-five (25) percent.
 2. *Enclosure materials.* Enclosures shall be fronted with a minimum of three-sixteenths (3/16) inch thick plexiglass or tempered glass. Ventilation openings shall be covered with one-sixteenth (1/16) inch mesh. Enclosures shall be structurally sound and may be constructed of waterproof plywood at least one-quarter (¼) inch thick, concrete plastered over wire, sheet metal, fiberglass, or a minimum of one-quarter (¼) inch thick molded plastic.
 - i. Ventilation openings on enclosures containing venomous snakes shall be covered with double walls of one-sixteenth (1/16) inch mesh sufficient to prevent penetration of fangs to outside of the enclosure.
- c. *Additional requirements for gila monsters and beaded lizards.*
1. *Enclosure requirements.* One (1) or two (2) lizards shall have an enclosure with a minimum enclosure length of one and one-half (1½) times the length of the longest confined lizard and a minimum enclosure width of four (4) times the width of the largest confined lizard. Enclosures shall have adequate ventilation, fresh water, and access to sunlight or full spectrum fluorescent lighting with appropriate shade also available. For each additional lizard, the floor area of the enclosure shall be increased one hundred (100) percent.
- d. *Additional requirements for crocodylians.*
1. *Enclosure requirements.* The floors of outdoor enclosures shall be of concrete or masonry construction. Walls shall be a minimum height of four (4) feet and constructed of wire mesh no smaller than eleven and one-half (11.5) gauge. The enclosure shall be completely roofed by mesh wire. Crocodylians shall have access to shade and heated indoor facilities during cold weather.
 2. *Enclosure dimensions.* For one (1) crocodylian, minimum enclosure size must permit moving and turning both on land and in a pool. For additional crocodylians, the combined area covered by their bodies shall not exceed fifty (50) percent of enclosure area.
 3. *Pool.* Each enclosure shall include a pool of sufficient depth to permit entire body submersion by the crocodylian(s) located therein and must be readily accessible to

caretakers either by securing ramps into and out of the water or by building a sunken pool with a sloped interior.

- i. Pools shall be full of water at all times. The water shall be continuously filtered or replaced on a weekly basis.
 4. *Shift cages.* Enclosures for crocodilians greater than five (5) feet in length must have shift facilities to permit safe cleaning, cage repair, or other separations. Shift cages shall measure at least eight (8) feet by five (5) feet.
 5. *Lighting.* Indoor facilities shall be equipped with full spectrum fluorescent lighting and heat lamps for basking.
- (4) *Fencing requirements.* Each license holder shall be responsible for erecting and maintaining at least one (1) of the following types of fencing at the approved location at which the license holder harbors or intends to harbor one (1) or more inherently dangerous animals:
- a. *Perimeter fencing.* A license holder who chooses to erect and maintain perimeter fencing shall erect and maintain such fencing in a manner which reasonably prevents access to the approved location by the general public and further aids in containing any escaped animal. Perimeter fencing shall be inspected by the director for compliance with the following requirements:
 1. Perimeter fencing shall completely enclose the entire approved location;
 2. Perimeter fencing shall be a minimum of eight (8) feet tall with an outward-facing overhang of barbed wire of not less than eighteen (18) inches at an angle of forty-five (45) degrees;
 3. The area near the perimeter fencing shall be kept clear so that an inherently dangerous animal cannot be elevated, making it easier for such animal to escape by jumping over the perimeter fencing;
 4. Gates providing access to the approved location which is surrounded by the perimeter fencing shall be closed at all times.

Exception: Gates may be opened for purposes of ingress and egress to the approved location but shall be closed immediately following such ingress and egress.
 - b. *Secondary barrier.* A license holder who chooses to erect and maintain a secondary barrier shall erect and maintain such secondary barrier in a manner which reasonably prevents access to the enclosures containing inherently dangerous animals by the general public and further aids in containing any escaped animal. Secondary barriers shall be inspected by the director for compliance with the following requirements:
 1. A secondary barrier shall completely surround any and all enclosures that house inherently dangerous animals;
 2. A secondary barrier shall be a minimum of eight (8) feet tall with an outward-facing overhang of barbed wire of not less than eighteen (18) inches at an angle of forty-five (45) degrees;
 3. The area between an enclosure housing one (1) or more inherently dangerous animals and the secondary barrier shall be kept clear so that an inherently dangerous animal cannot be elevated, making it easier for such animal to escape by jumping over the secondary barrier;
 4. Gates providing access to the area surrounded by the secondary barrier shall be closed at all times.

Exception: Gates may be opened for purposes of ingress and egress to the area surrounded by the secondary barrier but shall be closed immediately following such ingress and egress.

- (5) *On-site staffing.* Any license holder harboring one (1) or more inherently dangerous animals at an approved location shall be present or shall ensure that trained personnel is present at said approved location twenty-four (24) hours per day, seven (7) days per week.
- (6) *Escaped animal procedure.* Any license holder harboring one (1) or more inherently dangerous animals at an approved location shall establish escaped animal procedures subject to the following requirements:
- a. The license holder shall submit a copy of said escaped animal procedures for approval to the director at the time of application. The license holder shall, throughout the term of the license, provide to the director a copy of any revisions made to such procedures within forty-eight (48) hours of such revisions being made.
 - b. All personnel shall regularly receive training in such procedures.
 - c. Escaped animal procedures shall include a requirement to call 911 within five (5) minutes of an escape.
 - d. The location of telephone numbers of persons to contact in case of an escape shall be part of the escaped animal procedure.
- (7) *Training.* Any person harboring one (1) or more inherently dangerous animals at an approved location shall train all personnel who interact with, come into contact with or who are present at the approved location where inherently dangerous animals are harbored, subject to the following requirements:
- a. An outline of training topics shall be submitted to the director at the time of application and at the time of any revision of said training. The director shall make a determination regarding the sufficiency of such training.
 - b. Topics of such training shall include, but not be limited to, the following:
 1. Safe handling and proper care of inherently dangerous animals;
 2. Escape procedures;
 3. Location and proper use of any and all weapons, including tranquilizer guns, which are intended for use in case of the escape of an inherently dangerous animal;
 4. The requirements of the Code relating to inherently dangerous animals.
 - c. A record of personnel training shall be maintained by the license holder at the approved location and shall be subject to the following requirements:
 1. All records of training shall be maintained for not less than two (2) years from the date of training.
 2. All records of training shall immediately be made available for inspection and review at the request of the director.
 3. All records of training shall include signatures of personnel indicating completion of training.
- (8) *Addition or removal of animals at approved location.* Any person harboring or wishing to harbor one (1) or more inherently dangerous animals shall provide written notification in person or by facsimile to the director within twelve (12) hours of the addition or removal of an inherently dangerous animal at an approved location. Written proof of insurance coverage for an additional animal or animals shall be provided in person or by facsimile to the director within twenty-four (24) hours of such animal being harbored at the approved location.

- (9) *Insurance requirements.* Certificate of insurance indicating proof of liability insurance in the minimum amount of one million dollars (\$1,000,000.00), covering any acts of the inherently dangerous animal(s) owned or harbored by the applicant while on or off of the approved location. Said certificate of insurance shall contain a clause granting a minimum of thirty (30) calendar days prior notice to the county in care of the county counselor's office and the county clerk's office before any material change or cancellation of insurance is effective.
- (10) *Inspections.* Any person harboring one (1) or more inherently dangerous animals shall submit to inspections of the approved location at which said animal or animals are being harbored. Such inspections, which shall be for the purpose of determining compliance with the provisions of this article, shall be conducted by the director at his discretion.

(Res. No. 35-00, § 3, 3-8-99; Res. No. 51-2014, § 7, 4-16-14; Res. No. 4-2015, § 1, 1-21-15)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

Sec. 5-229. Violations and enforcement.

It shall be considered a violation of this Code for a person to fail to abide by the provisions of this article. Such violation shall cause such person to be subject to one (1) or more of the following enforcement provisions:

- (1) *Revocation of license.*
- a. A license issued pursuant to this article may be revoked by the director after a hearing conducted by the director to determine whether the license holder is in violation of any provision or provisions of this article.
 - b. If a license is revoked, the owner of the animal(s) which is/are the subject of the license shall transfer ownership of the animal(s) by sale or gift to another person who is in compliance with this article, with the written approval of the director, and provided the other person has or can obtain a license required by this article. In the alternative and with the written approval of the director, the animal(s) can be permanently removed from the county.
 - c. Any license holder who is dissatisfied with a decision of the director made pursuant to this section may appeal such decision within ten (10) days to the board of county commissioners by filing written notice thereof with the county clerk, with copies of the appeal notice to be provided by the license holder to the director and to the county counselor. The appeal shall be taken upon the record to be provided by the animal control department and shall not be a hearing de novo. A quorum of the board of county commissioners shall constitute a sufficient board for the purpose of conducting the appeal hearing. A majority vote shall be controlling for purposes of upholding or reversing the decision of the director.
- (2) *Impoundment; disposition of impounded animals.*
- a. Any inherently dangerous animal which is kept by any person in contravention of this article may be taken up and impounded by the director, an animal control officer, a code enforcement officer or a law enforcement officer for the protection and health of the animal and/or for the protection of the health, safety and welfare of the public. Cost of take-up, impoundment, and care of the animal will be charged to its owner and/or harbinger regardless of whether the animal is claimed by or returned to said owner and/or harbinger.
 - b. If an animal cannot be taken up safely or if proper and safe housing cannot be found for the animal, the director can immediately cause the animal to be destroyed.

- c. The owner and/or harbored of the animal can reclaim the animal only if said owner and/or harbored is in compliance with this article and only after all fines and costs have been paid by the owner and/or harbored. Any other intended disposition of the animal requires the approval of the director.
 - d. If no owner or harbored can be located or will claim the animal within three (3) days after impoundment, the director may cause the sale, adoption, donation, or humane euthanization of the animal.
- (3) *Criminal proceedings.* Any person who violates any provision of this article may be prosecuted for such violation pursuant to the code for the enforcement of county codes and resolutions (K.S.A. 19-4701 et seq.) and chapter 8 of this Code. Any violation of this article shall be a class I violation with each day's violation constituting a separate offense.
- (4) *Other remedies.* The county shall have such other remedies as are and as may be from time to time provided by state or local law.
- (5) *Remedies cumulative.* The remedies provided herein shall be cumulative.

(Res. No. 35-00, § 3, 3-8-99; Res. No. 51-2014, § 7, 4-16-14; Res. No. 4-2015, § 1, 1-21-15; Res. No. 222-2019, § 13, 10-9-19)

Editor's note(s)—Res. No. 4-2015, § 1, adopted Jan. 21, 2015 repealed Res. No. 51-2104, which amended various sections of Ch. 5, and reinstated in full effect the provisions that existed prior to the adoption of Res. No. 51-2014.

Sec. 5-230. Sale or transfer of inherently dangerous animals.

Any person who sells, gives, or in any way transfers possession or ownership of an inherently dangerous animal shall maintain records reflecting the name, address, and telephone number of the receiver of the animal; the state and county in which the receiver lives; and a complete and accurate description of the animal transferred to the receiver. If the receiver is a resident of this county, the records shall also reflect information sufficient to show the receiver possesses a current county license pursuant to this article and that said animal is to be harbored at an approved location. Such records shall be made available to the director for inspection upon request. Such records shall be maintained for a minimum of seven (7) years from the date of transfer.

(Res. No. 35-00, § 3, 3-8-99)

Sec. 5-231. Sale or transfer of approved location.

Any person who sells, gives, devises, or in any way transfers ownership of an approved location shall give written notice to the director within ten (10) days of such transfer. If the transferee intends to harbor or allow to be harbored inherently dangerous animals at such approved location, such transferee shall be subject to all provisions of this article.

(Res. No. 35-00, § 3, 3-8-99)

Sec. 5-232. Nontransferability of license.

No license issued pursuant to this article shall be transferable to any other person or to any other location. Should a license holder wish to relocate one (1) or more inherently dangerous animals to another approved location, said license holder shall file a new application for such location.

(Res. No. 35-00, § 3, 3-8-99)

Sec. 5-233. Abandonment of use of approved location.

Should an approved location not be used for the harboring of inherently dangerous animals for sixty (60) or more consecutive days, said location shall no longer be considered an approved location for purposes of this article. No inherently dangerous animal shall be harbored at such location.

(Res. No. 35-00, § 3, 3-8-99)

Sec. 5-234. Agreements.

The county may enter into agreements with any veterinarian, governmental agency, city, township, improvement district, corporation or individual it deems necessary to carry out the provisions of this article.

(Res. No. 35-00, § 3, 3-8-99)

Code of the City of Bel Aire, Kansas
Chapter 7 Retained Sections:

Section 7.3.4 Keeping Livestock; Distance from Houses

- A. No person shall house, keep, harbor, or maintain any livestock for more than one (1) hour, within a twenty-four (24) hour time period, within one hundred (100) feet of a residence in use by or occupied by any human. This section shall not preclude the riding of horses upon any equestrian trail established and maintained by a governmental agency or on a public street in accordance with this chapter.
- B. The construction or occupancy of a new dwelling within one hundred (100) feet of a permanent structure, other than fences and corrals, in which a horse had been continuously kept for a period of more than six (6) consecutive months prior to such construction or occupation shall not require the removal of such permanent structure nor prevent the continued maintenance of a horse or horses there.
- C. No person shall keep any rabbits, poultry or domestic fowl, within thirty-five (35) feet of any residence or dwelling, other than the residence of the person keeping or maintaining such rabbits, poultry or fowl. Dwelling shall not include any school, hospital or similar institution.
- D. The construction or occupation of a new dwelling within thirty-five (35) feet of any location in or upon which rabbits, poultry, or domestic fowl have been continuously or customarily kept for a period of three (3) consecutive months prior to such construction or occupation of such dwelling shall not require the removal of such rabbits, poultry or domestic fowl from such location.
- E. The provisions of the section shall not apply to areas zoned Agricultural Districts., or annexed into the City pursuant to an annexation Agreement regarding agricultural uses upon such annexed property.

Section 7.3.14 Kennel Licenses

- A. No person, entity or household shall own or harbor more than four (4) dogs individually exceeding six (6) months of age; more than four (4) cats individually exceeding six (6) months of age; in any combination, more than a total of four (4) dogs and cats individually exceeding six (6) months of age; or engage in the commercial business of breeding, buying, selling, trading, training, or boarding cats or dogs or both cats and dogs, without having first obtained a kennel license from the city clerk.
- B. Kennel licenses shall be renewed annually. No kennel license shall be issued until an inspection certificate has been completed by the animal control officer certifying approval of the kennel license and compliance with all applicable laws, the code enforcement officer has issued a certificate verifying that the kennel for which the license

is sought is not violating zoning laws of the city, and the annual kennel license fee established within the City's adopted fee schedule has been paid. The city clerk shall issue renewals of kennel licenses from and after the initial issuance of such license to a licensee and upon such licensee's application to renew a kennel license if the kennel location has not changed, the clerk has not received any protest or information alleging that the kennel is in violation of any applicable law or that it is operated or maintained in a manner detrimental to the health, safety or peace of mind of any person residing in the immediate vicinity of such kennel; the animal control officer finds, after inspection, that the kennel is in compliance with all applicable law; the code enforcement officer finds that the kennel does not violate any zoning code provision; and the annual kennel license fee established within the City's adopted fee schedule has been paid. In the event the clerk receives such protest or information with respect to any licensed kennel, the animal control officer determines after inspection that the kennel is not in compliance with all applicable laws, or the code enforcement officer determines the kennel is in violation of any zoning code provision, no renewal of such license shall be made unless the governing body finds, after notice and public hearing, that such kennel is operated or maintained in compliance with all applicable laws and does not pose a detriment to the health, safety or peace of mind of any person residing in the immediate vicinity of such kennel.

C. The animal control officer, the code enforcement officer, or any police officer shall have the right to inspect any premises licensed under this section at any time. Nothing shall prevent their entry onto private property for the purpose of making such inspection and all applicants for kennel licenses shall be deemed to have consented to such entry and inspection by virtue of, and from and after the time of, making application to the city for such license. In the event such entry for the purpose of making an inspection authorized by this section is denied to the animal control officer, code enforcement officer or any police officer, the officer or officers so denied may apply to a court of competent jurisdiction for an order authorizing entry for the purposes of enforcing or administering this section including, but not limited to, inspection of such premises.

D. The governing body may suspend or revoke a kennel license if, following notice and public hearing, it find that the licensed kennel:

1. is maintained in violation of any applicable law of the State of Kansas, or of the City;
2. is maintained so as to constitute a public nuisance; or,
3. is detrimental to the health, safety or peace of mind of persons residing in the immediate vicinity.

E. The annual kennel license fee established by the fee schedule adopted by the Governing Body shall be payable in addition to, and not in lieu of, any and all licenses fees otherwise required under this article.

F. This section shall not apply to and will not be construed to require a kennel license for a licensed veterinarian to operate an animal hospital or clinic.

City of Bel Aire - 2022 Pay Scale -

Section XII, Item D.

Classification	Job Title		1	2	3	4	5	6	7	8	9	10	11	12	13		
E1	Assistant City Manager/ Finance Director	YR	75,546	77,434	79,370	81,354	83,388	85,473	87,610	89,800	92,045	94,346	96,705	99,122	101,600	104,140	106,744
	Police Chief Public Works Director / City Engineer	HR	36.32	37.23	38.16	39.11	40.09	41.09	42.12	43.17	44.25	45.36	46.49	47.65	48.85	50.07	51.32
E2	Director of HR / Communications	YR	65,122	66,753	68,422	70,132	71,886	73,683	75,525	77,413	79,348	81,332	83,365	85,449	87,586	89,775	92,020
	Director of Planning and Development	HR	31.31	32.09	32.90	33.72	34.56	35.42	36.31	37.22	38.15	39.10	40.08	41.08	42.11	43.16	44.24
	Assistant PW Director / Parks Director																
	Police Lieutenant																
E3 / N1	Building and Zoning Director	YR	56,222	57,628	59,069	60,545	62,059	63,610	65,201	66,831	68,502	70,214	71,969	73,769	75,613	77,503	79,441
	Police Sergeant	HR	27.03	27.71	28.40	29.11	29.84	30.58	31.35	32.13	32.93	33.76	34.60	35.47	36.35	37.26	38.19
E4 / N2	Recreation Director	YR	52,146	53,449	54,785	56,155	57,559	58,998	60,473	61,985	63,534	65,123	66,751	68,420	70,130	71,883	73,680
	Police Detective	HR	25.07	25.70	26.34	27.00	27.67	28.36	29.07	29.80	30.55	31.31	32.09	32.89	33.72	34.56	35.42
E5 / N3	Police Officer	YR	49,046	50,273	51,529	52,818	54,138	55,491	56,879	58,301	59,758	61,252	62,784	64,353	65,962	67,611	69,301
	Public Works Supervisor	HR	23.58	24.17	24.77	25.39	26.03	26.68	27.35	28.03	28.73	29.45	30.18	30.94	31.71	32.51	33.32
E6 / N4	City Treasurer	YR	44,429	45,540	46,678	47,845	49,041	50,267	51,524	52,812	54,132	55,485	56,873	58,294	59,752	61,246	62,777
	Equipment Operator III	HR	21.36	21.89	22.44	23.00	23.58	24.17	24.77	25.39	26.03	26.68	27.34	28.03	28.73	29.44	30.18
	Assistant Recreation Director																
E7 / N5	City Clerk	YR	37,835	38,781	39,751	40,744	41,763	42,807	43,877	44,974	46,099	47,251	48,432	49,643	50,884	52,156	53,460
	Utility Clerk II	HR	18.19	18.64	19.11	19.59	20.08	20.58	21.09	21.62	22.16	22.72	23.28	23.87	24.46	25.08	25.70
	Court Clerk / Police Clerk II																
	Equipment Operator II																
	Code Enforcement Officer																
	Administrative Assistant II																
E8 / N6	Utility Clerk I	YR	33,675	34,517	35,380	36,265	37,171	38,100	39,053	40,029	41,030	42,056	43,107	44,185	45,289	46,422	47,582
	Court Clerk/ Police Clerk I	HR	16.19	16.59	17.01	17.43	17.87	18.32	18.78	19.24	19.73	20.22	20.72	21.24	21.77	22.32	22.88
	Equipment Operator I																
	Recreation Coordinator																
	Senior Coordinator																
Administrative Assistant I																	
N7	Seasonal Pool Manager	YR	31,200	31,980	32,780	33,599	34,439	35,300	36,182	37,087	38,014	38,965	39,939	40,937	41,961	43,010	44,085
	PT Recreation Desk Attendant	HR	15.00	15.38	15.76	16.15	16.56	16.97	17.40	17.83	18.28	18.73	19.20	19.68	20.17	20.68	21.19
	PT Rec Program Assistant																
N8	Seasonal Senior Life Guard	YR	27,040	27,716	28,409	29,119	29,847	30,593	31,358	32,142	32,946	33,769	34,613	35,479	36,366	37,275	38,207
	Seasonal Parks Worker	HR	13.00	13.33	13.66	14.00	14.35	14.71	15.08	15.45	15.84	16.24	16.64	17.06	17.48	17.92	18.37
N9	Seasonal Life Guard	YR	20,800	21,320	21,853	22,399	22,959	23,533	24,122	24,725	25,343	25,976	26,626	27,291	27,974	28,673	29,390
		HR	10.00	10.25	10.51	10.77	11.04	11.31	11.60	11.89	12.18	12.49	12.80	13.12	13.45	13.79	14.13
N10	Police Officer (Training)	YR	38,106	39,058	40,035	41,036	42,061										
		HR	18.32	18.78	19.25	19.73	20.22										
C1	Mayor	MO	500.00														
C2	Council Member	MO	250.00														
C3	City Manager	YR	Per Contract														
C4	City Attorney	YR	Per Contract														
C5	City Prosecutor	YR	Per Contract														
C6	Assistant Prosecutor	HR	110.00														
	Municipal Judge	MO	Per Contract														

E=Exempt (Salaried)
 N=Non-Exempt (Hourly)
 C=Contract/Elected

February 15, 2022

Homestead Affordable Housing, Inc.
603 Pennsylvania
Holton, Kansas 66436

Re: Letter of Intent to Issue IRB’s and Provide Other Incentives for an Affordable Senior Housing project.

Dear Mr. Bishop,

Subject to formal IRB document approval by the City Council of Bel Aire, this Letter of Intent with Homestead Affordable Housing, Inc. is submitted in order to set forth the agreement of the parties concerning the principal elements of Homestead Affordable Housing, Inc. commitment to the City of Bel Aire and the City’s intent to provide the incentives outlined herein, including the issuance of Industrial Revenue Bonds pursuant to K.S.A. 12-1740 et seq., to construct a senior housing complex totaling 36 housing units for seniors in Bel Aire. This Letter of Intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined herein and does not constitute a binding obligation of the parties, until such actions have been taken and all documents contemplated herein are executed. Absent subsequent rescission or extension by action of the Governing Body, this Letter of Intent to issue bonds and provide other incentives will remain in effect for six months, unless extended by the parties. This Letter of Intent is void if not signed and accepted within 30 days from the date of Mayors signing.

I. Industrial Revenue Bonds

At the option of Homestead Affordable Housing, Inc., the City intends to authorize the issuance of tax exempt Industrial Revenue Bonds (“bonds” or “IRB’s”) to finance the cost of acquiring land, equipping and constructing 36 senior affordable housing units for an aggregate total not to exceed \$8,000,000.00.

The Industrial Revenue Bonds will be privately placed by Homestead Affordable Housing, Inc. to its lenders.

II. Other Incentives:

The City will assess a 1% origination fee.

The City Council hereby conditionally approves a 100% ad valorem property tax exemption on the Bond-financed property, for a five-year term, with an additional five-year term to be considered thereafter, at the discretion of the City Council, all subject to the Tenant’s ongoing compliance with the City’s Economic Development Policy as well as

conditions included in this LOI. Under state law, no exemption may be granted from the ad valorem property tax levied by a school district for the capital outlay fund pursuant to the provisions of K.S.A. 72-8801, which levy may not exceed 8 mills.

Based on the assessed valuation of the current property tax which is payable for that year.

III. Other Conditions:

Closing of the IRB and issuance is subject to negotiation of the IRB bond documents, compliance with state law and City ordinances and policies for the issuance of the IRB bonds, and receipt of commitments for the purchase of IRB bonds from lenders.

Negotiation of a lease agreement.

Preparation of appropriate bond ordinance.

Execution of guarantees for payment of bonds to the extent required by the owner of the bonds.

The applicant will identify all owners of Homestead Affordable Housing, Inc. and their portion of equity as well as officers. The applicant will notify the City of any changes in ownership or officers as long as the bonds are outstanding.

Provide the City with a copy of the current financial statements, business plan and financial projections for Homestead Affordable Housing, Inc.

Agreement to pay all costs incurred by the City for processing the application and issuance of the bonds.

Agreement to pay the City an Administrative fee of \$1,000.00 per year for the time period in which the bonds are outstanding.

An agreement that prior to the issuance of the bonds, the prospective tenant will obtain a suitable commitment for a policy of title insuring the title of any real property conveyed to the City in connection with the financing.

This agreement only covers the proposed thirty-six units.

Homestead Affordable Housing, Inc. will cooperate with any annual compliance procedures the City may require in compliance with the Lease Agreements and IRB's including any annual reports required of the applicant as well as any inspections of the applicant's premises or interviews with the applicant's staff.

The City may revoke any ad valorem property tax abatement or impose a payment in lieu of taxes in the amount of any ad valorem property taxes abated in the event the City

Council finds, upon the fourth year, that Homestead Affordable Housing did not achieve its capital investment of \$8,000,000.00 and employment goal of 2 full time employees.

The applicant will continue using the property as senior housing.

The LOI shall expire on December 30, 2022 if no IRB is issued.

IV. Assignment of Letter of Intent

The Letter of Intent is not assignable by Homestead Affordable Housing , Inc., without the City’s expressed approval.

Sincerely,

Jim Benage, Mayor

Date

Attest:

City Manager

Accepted:

Homestead Affordable Housing, Inc.

Tom Bishop, President

Date



Center for Economic Development and Business Research
 Wichita State University
 1845 Fairmount St.
 Wichita, Kansas 67260-0121
 (316) 978-3225

DATE OF ANALYSIS 2/10/2022
 TIME OF ANALYSIS 6:52 AM
 VERSION OF ANALYSIS V2

PROJECT SUMMARY (no multipliers, no substitution)	
Company Name	Homestead Senior Residences Bel Aire
Number of new jobs for 10-year period	2
Amount of payroll for 10-year period	\$1,150,000
Amount of capital investment for 10-year period	\$6,713,000
Land	\$300,000
Buildings	\$6,333,000
Machinery and Equipment	\$80,000

INCENTIVE SUMMARY	
City Incentives - Bel Aire	724,717
Tax abatement	724,717
Sales tax exemption	0
Forgivable loans	0
Infrastructure	0
Cash value all other incentives	0

County Incentives - Sedgwick	465,222
Tax abatement	465,222
Sales tax exemption	0
Forgivable loans	0
Infrastructure	0
Cash value all other incentives	0

State Incentives	340,399
Tax abatement	340,399
Sales tax exemption	0
Forgivable loans	0
Training dollars	0
Infrastructure	0
Cash value all other incentives	0

School District Incentives - 259 Wichita	250,913
Tax abatement	250,913



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 VERSION OF ANALYSIS V2

TAX ABATEMENT PARAMETERS	
<i>Real Property</i>	
Number of years	10
Percentage	100.0%
<i>Personal Property</i>	
Number of years	0
Percentage	0.0%

CONSTRUCTION IMPACTS	
Jobs Multiplier	2.1705
Earnings Multiplier	1.9067

Direct jobs	63
Direct payroll earnings	\$3,233,000

Total jobs	136
Total payroll earnings	\$6,164,361

SUBSTITUTION	
Firm NAICS code	623A00 Nursing and community care facilities
Substitution percentage applied to firm operations	100.0%

FIRM MULTIPLIERS (On-going Operations)	
Jobs	1.4340
Earnings	1.5257

ECONOMIC IMPACT OF FIRM OPERATIONS	
<i>Number of jobs 10-year period</i>	
Direct	-
Total	-

<i>Payroll earnings for 10-year period</i>	
Direct	\$0
Total	\$0



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 VERSION OF ANALYSIS V2

FISCAL IMPACT	
City Fiscal Impacts. - Bel Aire	Discounted
Present value of net benefits	\$2,005
<i>Rate of Return on Investment</i>	
Net public benefits 10-year period	\$2,005
Public costs 10-year period	\$602,718
ROI	0.3%
<i>Benefit-Cost Ratio</i>	
Public benefits 10-year period	\$604,723
Public costs 10-year period	\$602,718
Benefit-Cost Ratio	1.00

County Fiscal Impacts. - Sedgwick	Discounted
Present value of net benefits	\$18,841
<i>Rate of Return on Investment</i>	
Net public benefits 10-year period	\$18,841
Public costs 10-year period	\$386,907
ROI	4.9%
<i>Benefit-Cost Ratio</i>	
Public benefits 10-year period	\$405,748
Public costs 10-year period	\$386,907
Benefit-Cost Ratio	1.05

State Fiscal Impacts	Discounted
Present value of net benefits	\$646,137
<i>Rate of Return on Investment</i>	
Net public benefits 10-year period	\$646,137
Public costs 10-year period	\$283,096
ROI	228.2%
<i>Benefit-Cost Ratio</i>	
Public benefits 10-year period	\$929,233
Public costs 10-year period	\$283,096
Benefit-Cost Ratio	3.28

School District Fiscal Impacts. - 259 Wichita	Discounted
Present value of net benefits	\$105,338
<i>Rate of Return on Investment</i>	
Net public benefits 10-year period	\$105,338
Public costs 10-year period	\$208,675
ROI	50.5%
<i>Benefit-Cost Ratio</i>	
Public benefits 10-year period	\$314,013
Public costs 10-year period	\$208,675
Benefit-Cost Ratio	1.50

In the preparation of this report, the Center for Economic Development and Business Research assumed that all information and data provided by the applicant or others is accurate and reliable. CEDBR did not take extraordinary steps to verify or audit such information, but relied on such information and data as provided for purposes of the project.

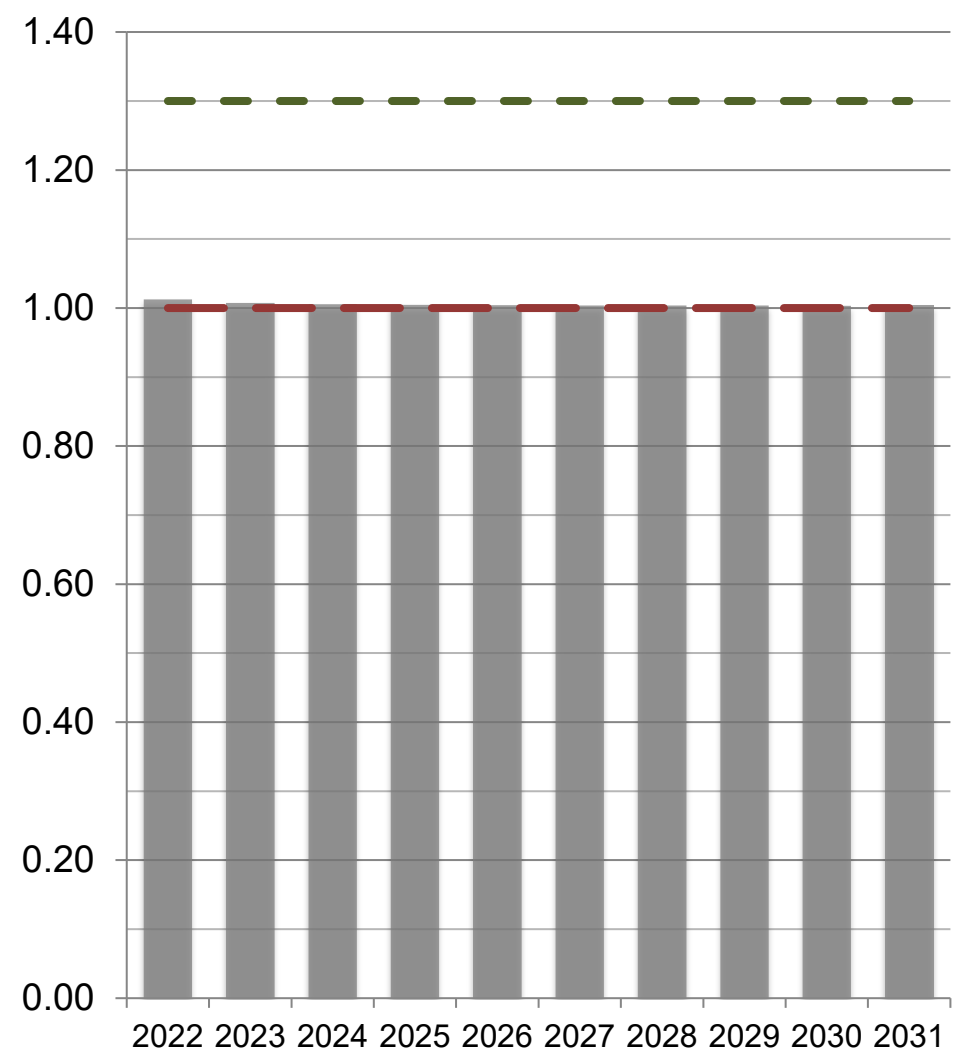
This analysis requires CEDBR to make predictive forecasts, estimates and/or projections (hereinafter collectively referred to as "FORWARD-LOOKING STATEMENTS"). These FORWARD-LOOKING STATEMENTS are based on information and data provided by others and involve risks, uncertainties and assumptions that are difficult to predict. The FORWARD-LOOKING STATEMENTS should not be considered as guarantees or assurances that a certain level of performance will be achieved or that certain events will occur. While CEDBR believes that all FORWARD-LOOKING STATEMENTS it provides are reasonable based on the information and data available at the time of writing, actual outcomes and results are dependent on a variety of factors and may differ materially from what is expressed or forecast. CEDBR does not assume any responsibility for any and all decisions made or actions taken based upon the FORWARD-LOOKING STATEMENTS provided by CEDBR.



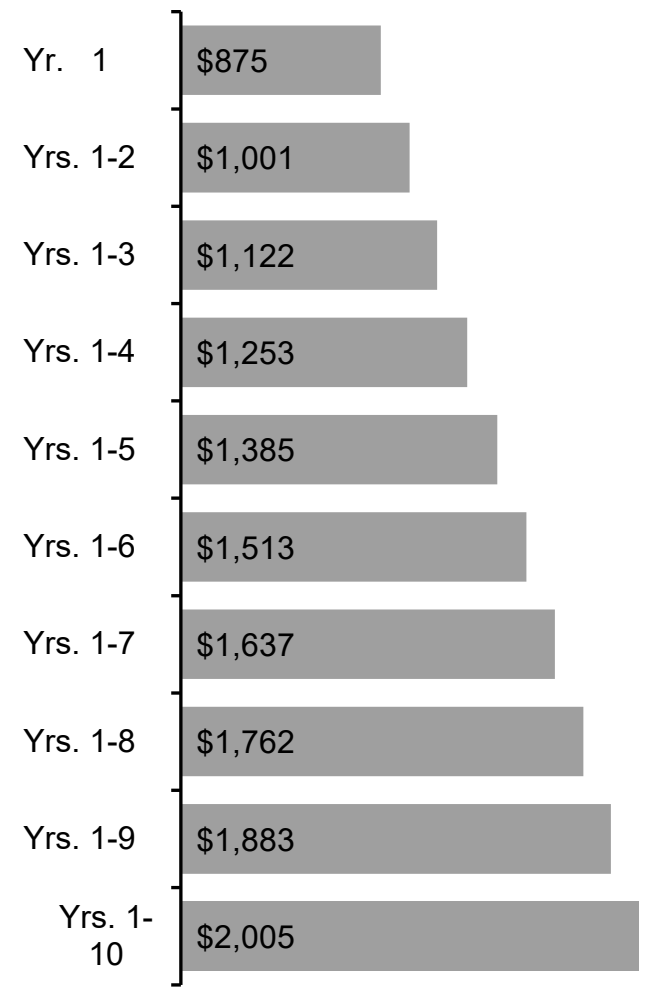
Center for Economic Development and Business Research
 Wichita State University
 1845 Fairmount St.
 Wichita, Kansas 67260-0121
 (316) 978-3225

Project or Company Name: Homestead Senior Residences Bel Aire
 Date of Analysis: 2/10/2022
 Version of Analysis: V2
 City Fiscal Impacts. - Bel Aire

Benefit-Cost Ratio



Present Value of Net Benefits

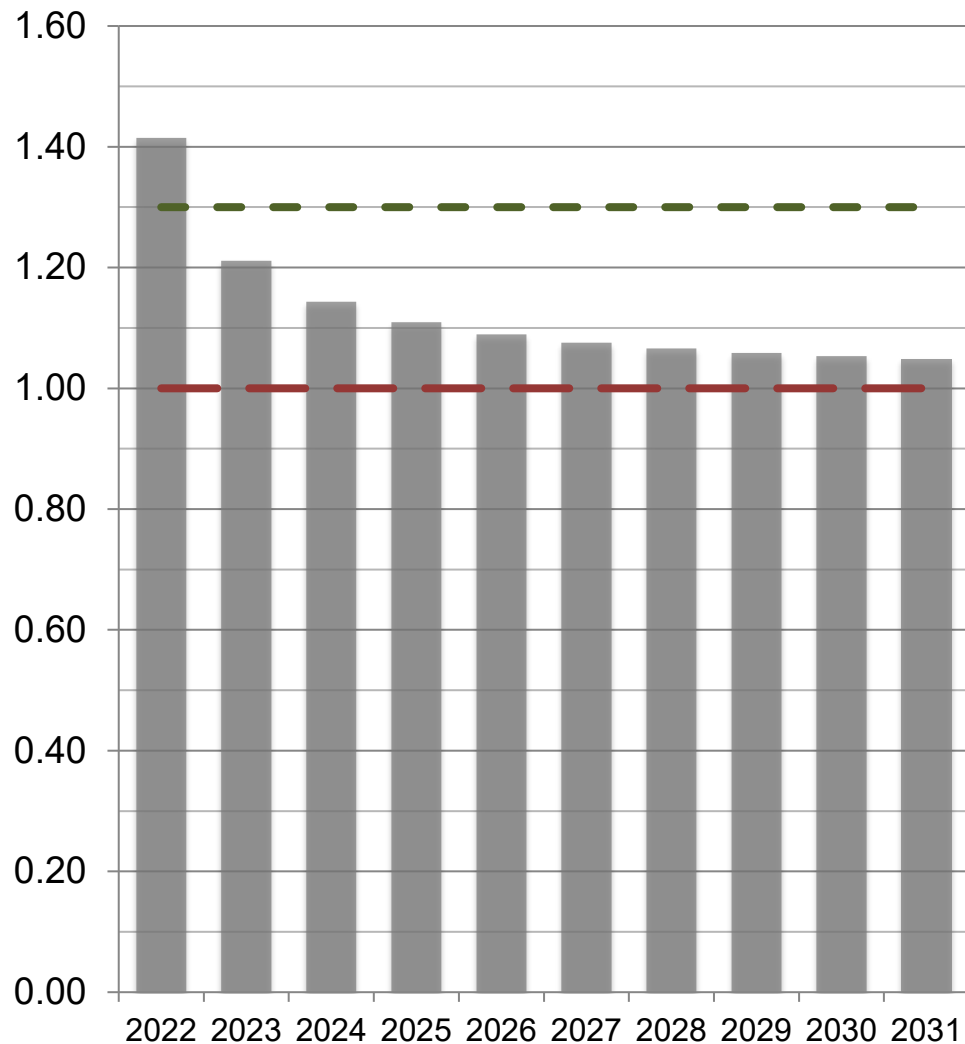




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 (316) 978-3225

Project or Company Name: Homestead Senior Residences Bel Aire
 Date of Analysis: 2/10/2022
 Version of Analysis: V2
 County Fiscal Impacts. - Sedgwick

Benefit-Cost Ratio



Present Value of Net Benefits

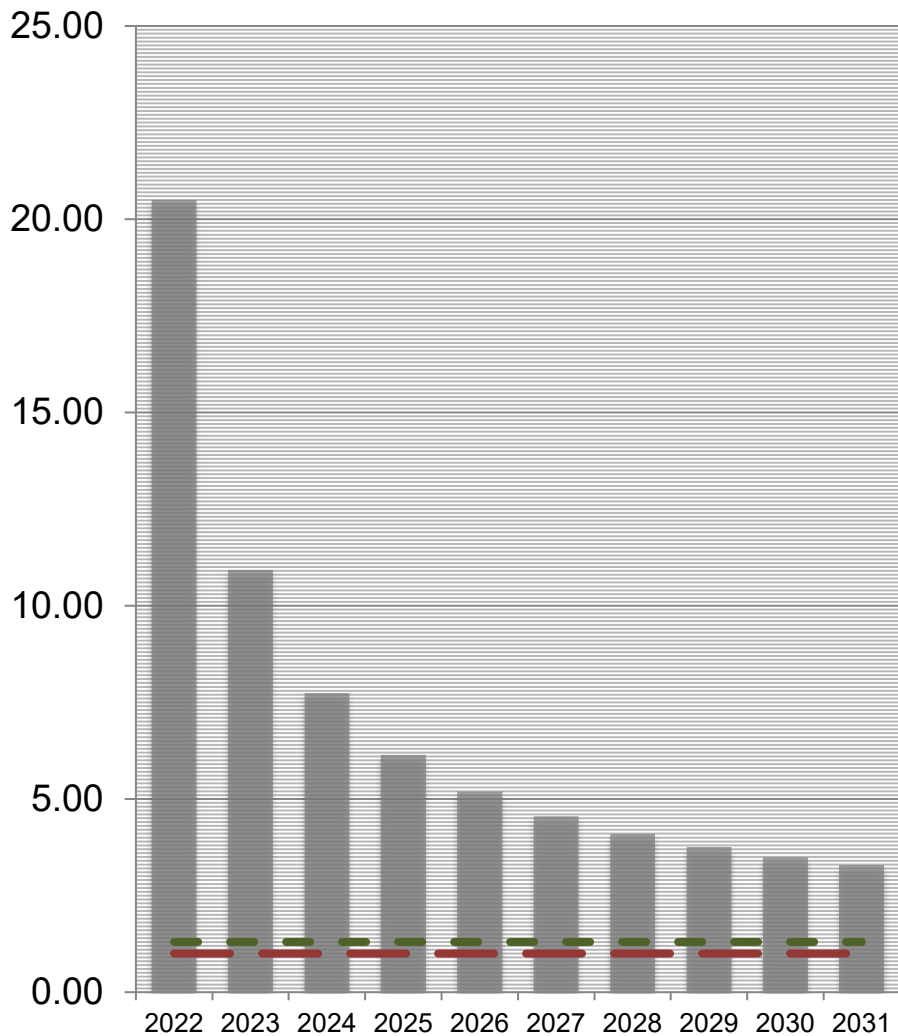




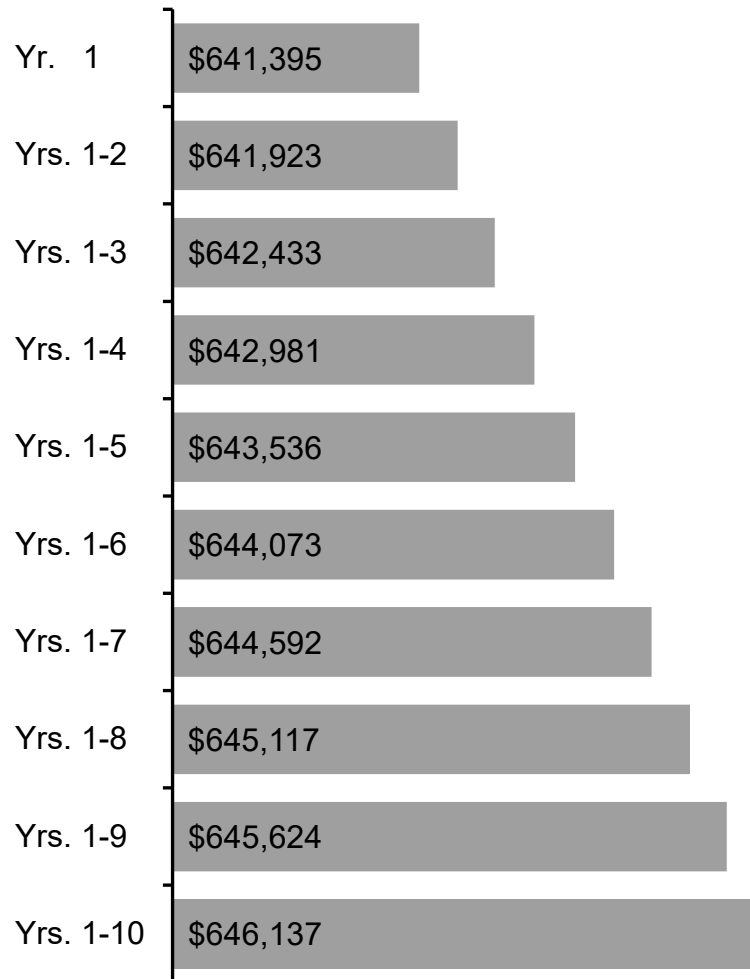
Center for Economic Development and Business Research
 Wichita State University
 1845 Fairmount St.
 Wichita, Kansas 67260-0121
 (316) 978-3225

Project or Company Name: Homestead Senior Residences Bel Aire
 Date of Analysis: 2/10/2022
 Version of Analysis: V2
 State Fiscal Impacts

Benefit-Cost Ratio



Present Value of Net Benefits

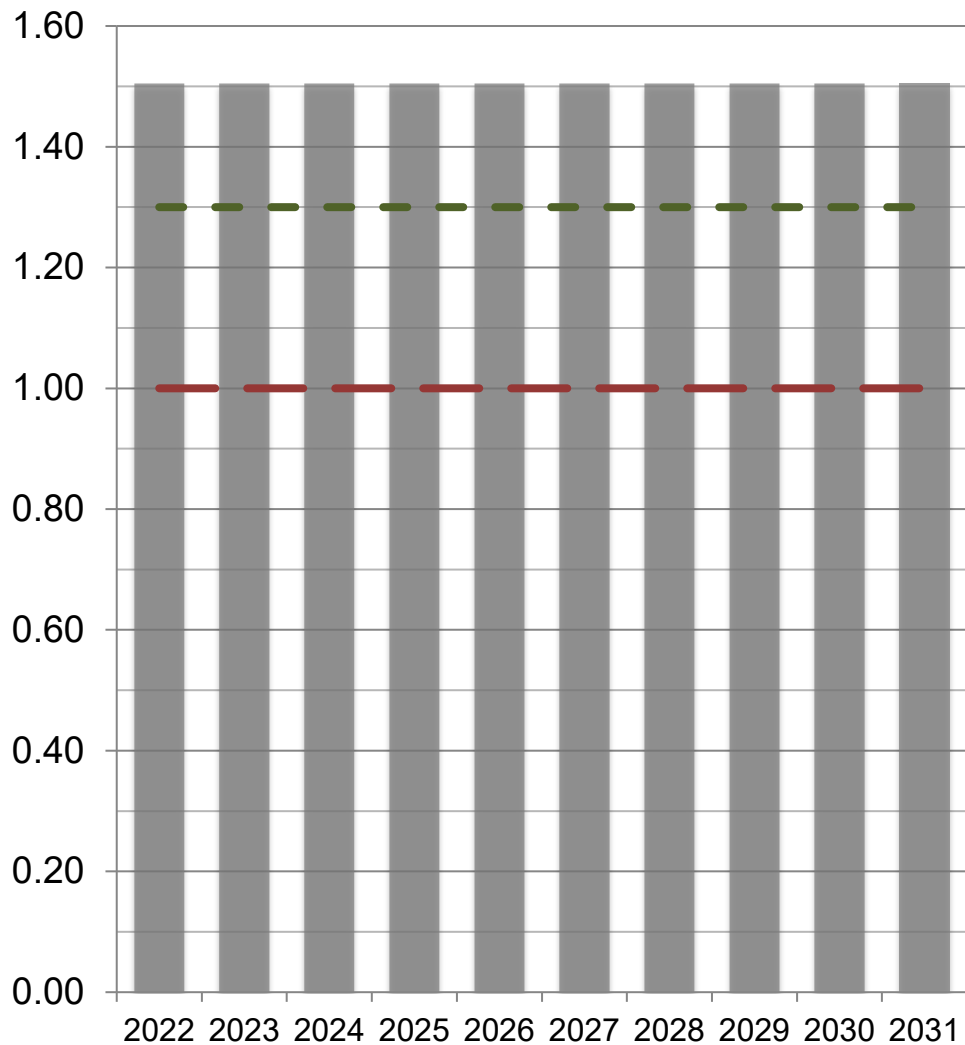




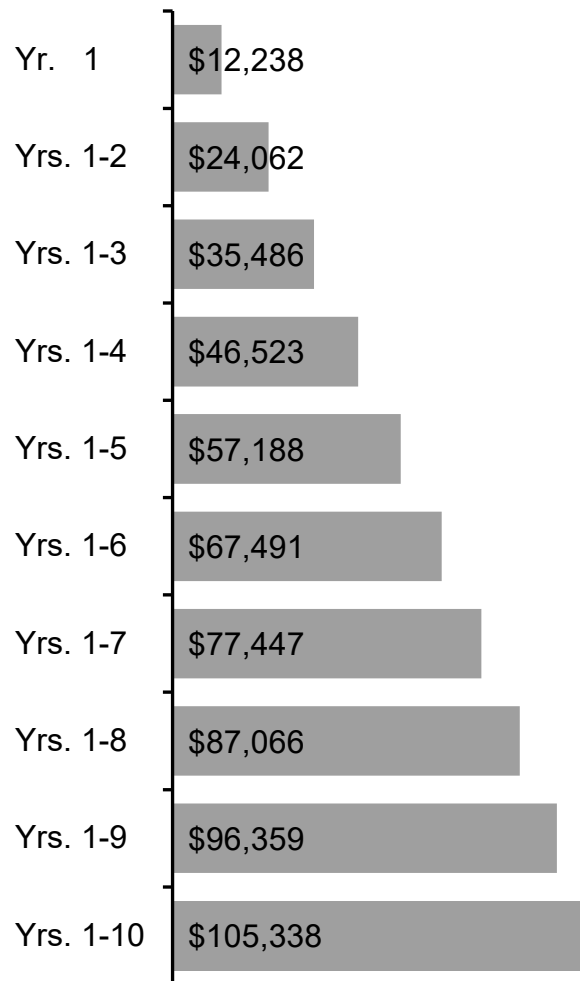
Center for Economic Development and Business Research
 Wichita State University
 1845 Fairmount St.
 Wichita, Kansas 67260-0121
 (316) 978-3225

Project or Company Name: Homestead Senior Residences Bel Aire
 Date of Analysis: 2/10/2022
 Version of Analysis: V2
 School District Fiscal Impacts. - 259 Wichita

Benefit-Cost Ratio



Present Value of Net Benefits



CEDBR-FISCAL IMPACT MODEL FIRM DATA SHEET

COMPANY INFORMATION	
Company name or project name	estead Senior Residences Bel
Contact name	Tom Bishop
Contact telephone number	785-364-0110
Contact e-mail address	tom@homesteadks.org
Company NAICS Code - <i>Please select a NAICS code from the list provided. Model parameters are set based on the NAICS selected.</i>	623A00 Nursing and community care facilities
Substitution Override	
Year of application	2022

SITE LOCATION - *If incentives are being requested for more than one physical location, and these locations are in different taxing jurisdictions, then a separate firm data sheet must be filled out for each location. If the property is located in a special taxing district or industrial zone, please contact CEDBR.*

Street Address	
City	Bel Aire
County	Sedgwick
School District	259 Wichita

REAL PROPERTY CONSTRUCTION AND IMPROVEMENTS - *If construction is expected to significantly exceed 12-months allocate expenditures to multiple expansions.*

Expansion #1	
Year of expansion	2022
<i>Market value of firm's initial NEW OR ADDITIONAL investment in:</i>	
Land	\$300,000
Building and improvements	\$6,333,000
Furniture, fixtures and equipment (including machinery)	\$80,000
<i>Initial construction or expansion:</i>	
Cost of construction at the firm's new or expanded facility	\$6,333,000
<i>Amount of taxable construction materials purchased in:</i>	
City	\$75,000
County (should include city amount)	\$3,000,000
State (should include city and county amounts)	\$3,100,000
<i>Amount of taxable furniture, fixtures and equipment purchased in:</i>	
City	\$10,000
County (should include city amount)	\$50,000
State (should include city and county amounts)	\$80,000
Total construction salaries	\$3,233,000
Expansion #2 (if applicable)	
Year of expansion	
<i>Market value of firm's initial NEW OR ADDITIONAL investment in:</i>	
Land	
Building and improvements	
Furniture, fixtures and equipment (including machinery)	
<i>Initial construction or expansion:</i>	
Cost of construction at the firm's new or expanded facility	
<i>Amount of taxable construction materials purchased in:</i>	
City	
County (should include city amount)	
State (should include city and county amounts)	
<i>Amount of taxable furniture, fixtures and equipment purchased in:</i>	
City	
County (should include city amount)	
State (should include city and county amounts)	
Total construction salaries	

Expansion #3 (if applicable)	
Year of expansion	
<i>Market value of firm's initial NEW OR ADDITIONAL investment in:</i>	
Land	
Building and improvements	
Furniture, fixtures and equipment (including machinery)	
Initial construction or expansion:	
Cost of construction at the firm's new or expanded facility	
<i>Amount of taxable construction materials purchased in:</i>	
City	
County (should include city amount)	
State (should include city and county amounts)	
<i>Amount of taxable furniture, fixtures and equipment purchased in:</i>	
City	
County (should include city amount)	
State (should include city and county amounts)	
Total construction salaries	
OPERATIONS	
First Year of Full Operations As a Result of This Project	2022
<i>New or additional sales of the firm related to this project</i>	
Year 1	\$405,000
Year 2	\$413,000
Year 3	\$421,000
Year 4	\$430,000
Year 5	\$438,000
Year 6	\$447,000
Year 7	\$456,000
Year 8	\$465,000
Year 9	\$474,000
Year 10	\$484,000
<i>Percent of these sales subject to sales taxes in the:</i>	
City	0.0%
County	0.0%
State	0.0%
Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:	0.0%

<i>New or additional purchases of the firm related to this project</i>	
Year 1	\$26,000
Year 2	\$28,000
Year 3	\$30,000
Year 4	\$32,000
Year 5	\$34,000
Year 6	\$36,000
Year 7	\$38,000
Year 8	\$40,000
Year 9	\$42,000
Year 10	\$44,000
<i>Percent of these purchases subject to sales/compensating use taxes in the:</i>	
City	10.0%
County	70.0%
State	80.0%

EMPLOYMENT	
<i>Number of NEW employees to be hired each year as a result of this project</i>	
Year 1	2
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

<i>Number of these employees moving to county each year FROM OUT-OF-STATE</i>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
<i>Number of these employees moving to county each year FROM OTHER KANSAS COUNTIES</i>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

<i>Weighted average annual salary of all NEW employees, including all employees hired to date, related to this project</i>	
Year 1	\$53,000
Year 2	\$54,000
Year 3	\$55,000
Year 4	\$56,000
Year 5	\$57,000
Year 6	\$58,000
Year 7	\$59,000
Year 8	\$60,000
Year 9	\$61,000
Year 10	\$62,000

VISITORS - <i>Include customers, vendors and company employees from other locations in the count of visitors</i>	
<i>Number of ADDITIONAL out-of-county visitors expected at the firm as a result of this project</i>	
Year 1	8
Year 2	36
Year 3	36
Year 4	40
Year 5	42
Year 6	42
Year 7	42
Year 8	44
Year 9	44
Year 10	46
Number of days that each visitor will stay in the area	2
Number of nights that a typical visitor will stay in a local hotel or motel	2
Percentage of visitors traveling on business	25%
Percentage of visitors traveling for leisure	75%
Percentage of visitor's expenditures spent in the same city as firm's location	50%
Percentage of visitor's expenditures spent in the same county as firm's location	100%
Percentage of visitor's expenditures spent in Kansas	100%

PAYMENT BY THE COMPANY TO TAXING JURISDICTIONS - <i>Such as payments in lieu of taxes</i>	
Firm payments to the City	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Firm payments to the County	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

Firm payments to the State of Kansas	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Firm payments to the School District	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

CEDBR-FISCAL IMPACT MODEL INCENTIVE INFORMATION

CONTACT INFORMATION FOR CEDBR REGARDING INCENTIVE AMOUNTS

Contact name	Ty Lasher
Contact telephone number	
Contact e-mail address	TLasher@belaireks.gov

SALES TAX EXEMPTION ON CONSTRUCTION MATERIALS

Sales tax exemption EXPANSION #1 (please enter yes or no)	No
Percent of construction material costs funded by IRB for EXPANSION #1	0.0%
Sales tax exemption EXPANSION #2 (please enter yes or no)	No
Percent of construction material costs funded by IRB for EXPANSION #2	0.0%
Sales tax exemption EXPANSION #3 (please enter yes or no)	No
Percent of construction material costs funded by IRB for EXPANSION #3	0.0%

SALES TAX EXEMPTION FOR OPERATIONS

Value of sales tax exemption for OPERATIONS -- CITY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

Value of sales tax exemption for OPERATIONS -- COUNTY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Value of sales tax exemption for OPERATIONS -- STATE	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

PROPERTY TAX ABATEMENT	
Property tax abatement - Real property land and buildings	
Number of Years	10
Percentage	100.0%
Property tax abatement - Machinery and equipment	
Number of Years	0
Percentage	0.0%

FORGIVABLE LOANS - Cash value	
Forgivable loans (cash value) -- CITY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Forgivable loans (cash value) -- COUNTY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

Forgivable loans (cash value) -- STATE	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

STATE TRAINING DOLLARS	
Training dollars KIT/KER/IMPACT (cash value)	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

INFRASTRUCTURE IMPROVEMENTS	
Infrastructure improvements (cash value) -- CITY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

Infrastructure improvements (cash value) -- COUNTY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Infrastructure improvements (cash value) -- STATE	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

OTHER INCENTIVES - Cash value	
Cash value of all other incentives -- CITY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

Cash value of all other incentives -- COUNTY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Cash value of all other incentives -- STATE	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

September 18, 2018



Homestead Affordable Housing, Inc.
603 Pennsylvania
Holton, Kansas 66436

Re: Letter of Intent to Issue IRB’s and Provide Other Incentives for an Affordable Senior Housing project.

Dear Mr. Bishop,

Subject to formal IRB document approval by the City Council of Bel Aire, this Letter of Intent with Homestead Senior Residences, Bel Aire, LLC submitted in order to set forth the agreement of the parties concerning the principal elements of Homestead Affordable Housing, LLC commitment to the City of Bel Aire and the City’s intent to provide the incentives outlined herein, including the issuance of Industrial Revenue Bonds pursuant to K.S.A. 12-1740 et seq., to construct a senior housing complex totaling 60 housing units for seniors in Bel Aire. This Letter of Intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined herein and does not constitute a binding obligation of the parties, until such actions have been taken and all documents contemplated herein are executed. Absent subsequent rescission or extension by action of the Governing Body, this Letter of Intent to issue bonds and provide other incentives will remain in effect for two years, unless extended by the parties. This Letter of Intent is void if not signed and accepted within 30 days from the date of Mayor’s signing.

I. Industrial Revenue Bonds

At the option of Homestead Affordable Housing, LLC, the City intends to authorize the issuance of taxable Industrial Revenue Bonds (“bonds” or “IRB’s”) to finance the cost of acquiring land, equipping and constructing 60 senior affordable housing units for an aggregate total not to exceed \$10,000,000.00.

The Industrial Revenue Bonds will be privately placed by Homestead Affordable Housing, LLC.

II. Other Incentives:

The City will assess a .5% origination fee. To be paid at IRB closing.

The City Council considers it appropriate to consider approval of a a 100% ad valorem property tax exemption on the Bond-financed property, for a five year term, with an additional five year term to be considered thereafter, at the discretion of the City Council, all subject to the Tenant’s ongoing compliance with the City’s Economic Development Policy as well as conditions included in this LOI. Under state law, no exemption may be granted from the ad valorem property tax levied by a school district for the capital outlay fund pursuant to the provisions of K.S.A. 72-8801, which levy may not exceed 8 mills.

III. Other Conditions:

Closing of the IRB and issuance is subject to negotiation of the IRB bond documents, compliance with state law and City ordinances and policies for the issuance of the IRB bonds, and receipt of commitments for the purchase of IRB bonds from lenders.

The successful negotiation of a lease agreement.

Preparation of appropriate bond ordinance.

Execution of guarantees for payment of bonds to the extent required by the owner of the bonds.

The applicant will identify all owners of Homestead Senior Residences Bel Aire, LLC and their portion of equity as well as officers. The applicant will notify the City of any changes in ownership or officers as long as the bonds are outstanding.

Provide the City with a copy of the current financial statements, business plan and financial projections for Homestead Senior Residences Bel Aire, LLC.

An agreement to pay all costs incurred by the City for processing the application and issuance of the bonds.

An agreement that prior to the issuance of the bonds, the prospective tenant will obtain a suitable commitment for a policy of title insuring the title of any real property conveyed to the City in connection with the financing.

The intent is only to include the proposed fifty four to sixty four units.

Homestead Senior Residences Bel Aire, LLC will cooperate with any annual compliance procedures the City may require in compliance with the Lease Agreements and IRB's including any annual reports required of the applicant as well as any inspections of the applicant's premises or interviews with the applicant's staff.

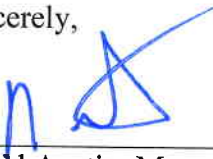
The City may revoke any ad valorem property tax abatement or impose a payment in lieu of taxes in the amount of any ad valorem property taxes abated in the event the City Council finds, upon the fourth year, that Homestead Senior Residences Bel Aire, LLC did not achieve its capital investment of \$10,000,000.00 and employment goal of 1.5 full time employees.

The applicant will exclusively use the property as senior housing and amenities.

IV. Assignment of Letter of Intent

The Letter of Intent is not assignable by Homestead Senior Residences Bel Aire, LLC, without the City's expressed approval.

Sincerely,



David Austin, Mayor

9/18/18

Date

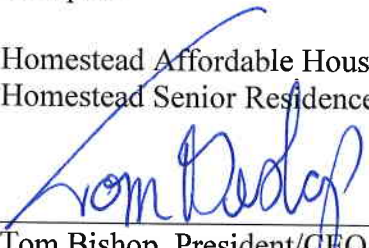
Attest:



City Manager

Accepted:

Homestead Affordable Housing, LLC
Homestead Senior Residences Bel Aire, LLC



Tom Bishop, President/CEO

9/24/18

Date

Gilmore & Bell, P.C.
09/06/2018

RESOLUTION NO. R-18-04

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Bel Aire, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Bel Aire, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in the approximate principal amount of \$10,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a commercial facility (the "Project") to be located in the Issuer and to be leased by the Issuer to Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company, or another legal entity to be formed by the principals of Homestead Senior Residences Bel Aire, LLC (the "Tenant").

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

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in the approximate principal amount of \$10,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Bond Agreement, Lease, and other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; (f) the commitment to

and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals; and (g) the satisfactory negotiation of an agreement with the Tenant relating to the payment or exemption of all or a portion of property taxes assessed against the Project after issuance of the Bonds.

Section 4. **Notices.** The Clerk is hereby authorized and directed to publish an appropriate notice of intent to issue the Bonds and to enter into a Lease with the Tenant pursuant to the provisions of the Act and to publish a notice of public hearing with respect to the granting of a complete or partial property tax exemption as required by Kansas law.

Section 5. **Sales Tax Exemption.** The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. **Reliance by Tenant; Limited Liability of Issuer.** It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 7. **Further Action.** The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 8. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until 9/18/2020, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the governing body of the City of Bel Aire, Kansas on September 18, 2018.

[SEAL]



Mayor

Attest:

Deputy City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on September 18, 2018, as the same appears of record in my office.

DATED: September 18, 2018.

Deputy City Clerk

RESOLUTION NO. R-18-06

A RESOLUTION OF SUPPORT FOR A TAX CREDIT APPLICATION TO BE FILED WITH THE KANSAS HOUSING RESOURCES CORPORATION FOR THE DEVELOPMENT OF AN AFFORDABLE SENIOR HOUSING COMMUNITY BY HOMESTEAD AFFORDABLE HOUSING, INC.

Whereas, the City of Bel Aire, Kansas has been informed by Homestead Affordable Housing, LLC that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable senior rental housing community, to be located on the Southeast corner of the intersection of Oliver Road and 53rd Street. Legal description of Lots 1 – 7, Block A of Savute Commercial Park Addition to Bel Aire, Sedgwick County, Kansas; and

WHEREAS, the City of Bel Aire, provides for the citizens of Bel Aire services, programs and businesses that preserve, enhance and expand the opportunity and quality of life for all residents; and

WHEREAS, senior citizens, 55 years of age and older, are 23% of the Bel Aire population, a total of 1,599 persons, and 18% are 62 year of age and older, a total of 1,282 persons; and

WHEREAS, the development of quality housing options for senior citizens is a priority to ensure senior households can continue to call Bel Aire their home; and

WHEREAS, the Kansas Housing Resource Corporation has a variety of federal housing programs that can leverage local resources through strategic partnerships; and

WHEREAS, Homestead Affordable Housing, Inc., is a certified Kansas Community Housing Development Organization (CHDO) and will partner and serve as the developer and managing member of the owner entity formed for this new senior development; and

WHEREAS, this housing development will contain 60 units and serve the elderly, 55 years of age and older; and

WHEREAS, the development will be of new construction in four-plex and/or duplex buildings meeting LEED and/or Energy Star 3 certifications; and

WHEREAS, the property will have the following amenities;

- Community building; with library, computer with internet access, activity and craft areas, community room for meals and events, office for health care service providers
- Fitness area with equipment such as treadmill and recumbent bike
- Outside exercise equipment
- Concrete reinforced safe rooms in each apartment
- Washer and dryer supplied in each apartment
- Raised bed gardens and other garden areas
- Gazebo and outside seating, with Bar-B-Q grill and picnic tables
- Horseshoe court, shuffleboard court
- Dog park
- Large screen TV with Blue Ray and game console for movie nights and video games
- Sidewalks and walking paths marked for distance for exercise


NOW, THEREFORE, BE IT RESOLVED by the city of Bel Aire, Kansas, Governing Body, that we support and approve the development of the aforesaid senior housing in our community, subject to city ordinances and the building permit process. This resolution is effective until December 31st, 2019. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this 4th day of September, 2018.



 David Austin, Mayor

(Seal)



 Stacey Cook, City Clerk

Gilmore & Bell, P.C.
09/06/2018

RESOLUTION NO. R-18-13

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS AMENDING RESOLUTION NO. R-18-04 OF THE CITY DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Bel Aire, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Bel Aire, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, the Issuer previously adopted Resolution No. R-18-04 pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), expressing the intent of the Issuer to issue revenue bonds in an approximate principal amount of \$10,000,000, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a commercial facility (the "Project") to be located in the boundaries of the city and to be leased by the Issuer to Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company (the "Tenant"); and

WHEREAS, the Issuer has conducted the public hearing required by the Act prior to considering an ad valorem property tax exemption on the Project and wants to express the intent of the Issuer to grant an ad valorem property tax exemption subject to the conditions set forth herein.

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

Section 1. **Amendment of Resolution No. R-18-04.** The following *Section 9* shall be added to Resolution No. R-18-04:

“Section 9. **Property Tax Exemption and Payment in Lieu of Taxes.** The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for five (5) years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-8801 (now re-codified as K.S.A. 72-53,113), and amendments thereto. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals. The Issuer reserves the right to negotiate a payment in lieu of taxes so exempted, to be made by the Tenant.”

Section 2. **Ratification of Resolution No. R-18-04.** Except as modified herein, the rest and remainder of Resolution No. R-18-04 is hereby ratified and shall remain in full force and effect.

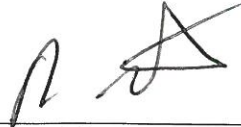
Section 8. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until October 1, 2020, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the governing body of the City of Bel Aire, Kansas on October 2, 2018.

[SEAL]





Mayor

Attest:

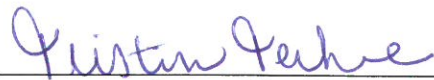


Deputy City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on October 2, 2018, as the same appears of record in my office.

DATED: October 2, 2018.



Deputy City Clerk

STAFF REPORT

DATE: 1/12/22

TO: City Council and City Manager

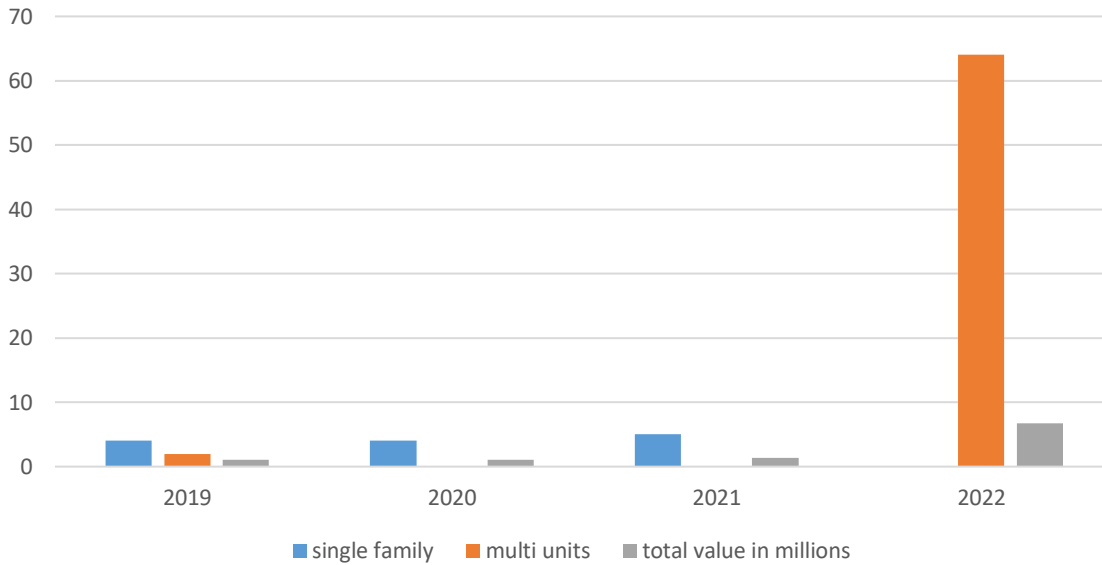
FROM: P&Z Department

RE: January Monthly report

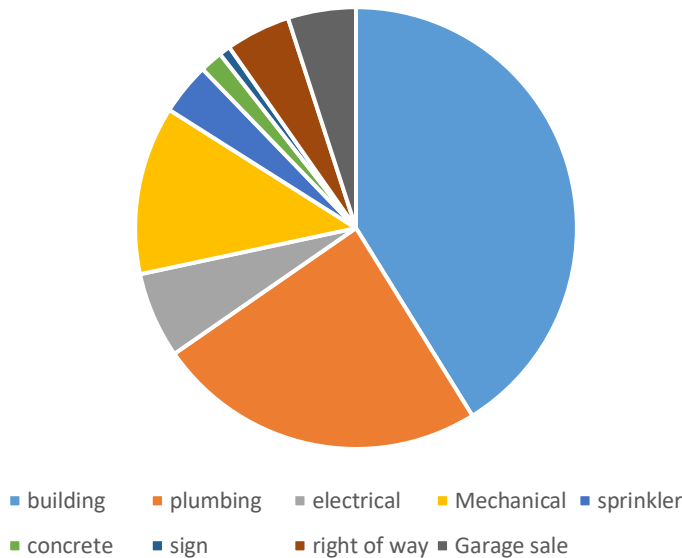


Residential Construction update

January Housing Permits

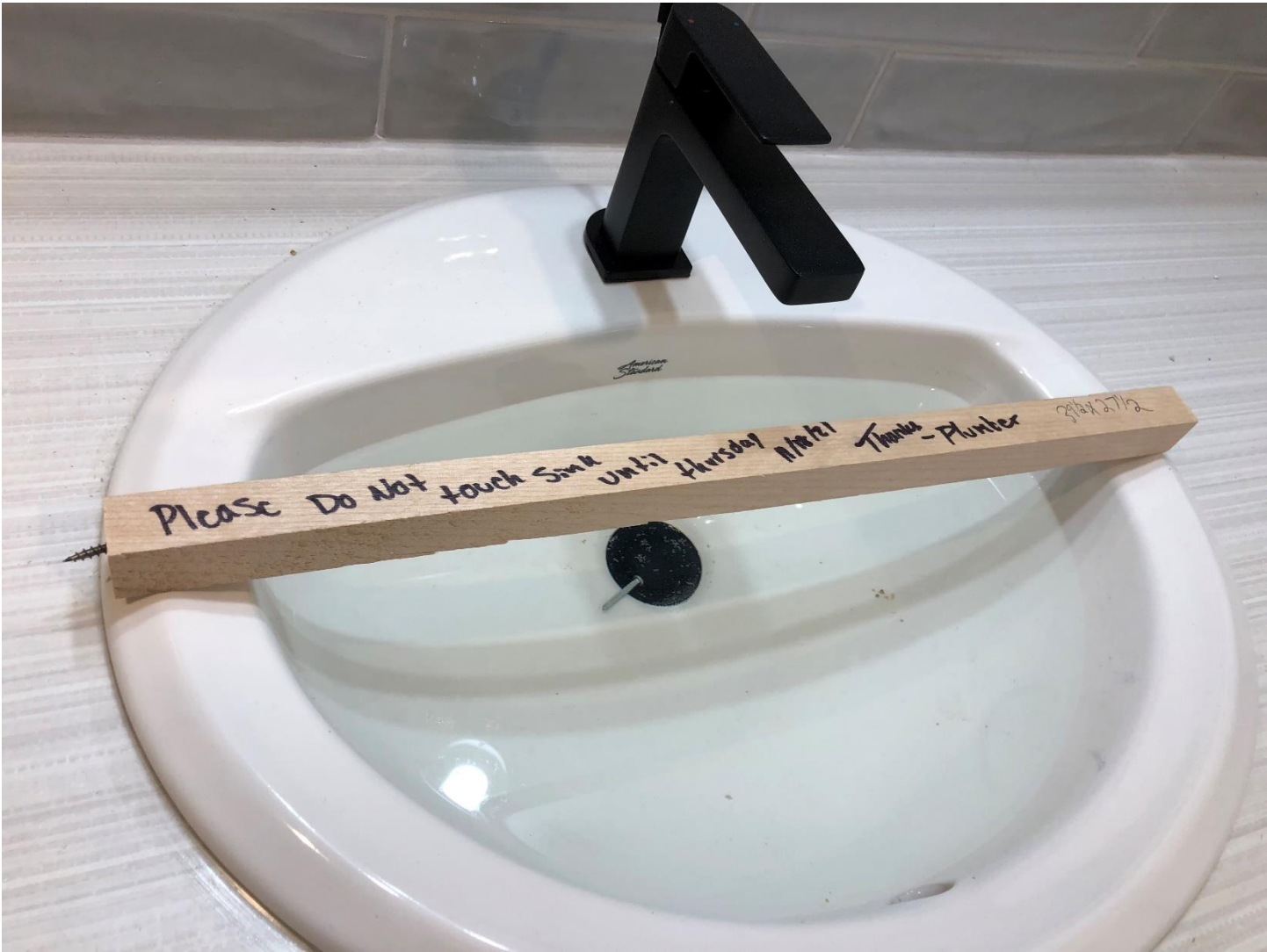


2021 Residential and Commercial Permits



New residential construction permits include all the permits except, water and sewer tap and irrigation. The plumbing portion of permits reflects water and sewer tap data. The chart above represents over 800 separate permits issued in 2021. January 2022, 107 separate permits have been issued compared to January 2021 with a total of 84 permits issued.

Drain test



STAFF REPORT

DATE: February 9, 2022
TO: Ty Lasher, City Manager
Bel Aire City Council
FROM: Brian Hayes, Recreation Director
RE: **January Activities**

Recreation

- 104 K-6th graders on 16 teams are continue practicing and playing games in this year’s basketball program compared to 28 last year. The program runs through February 26th.
- An Application for Summer Day Camp licensing has been submitted to KDHE. KDHE is backlogged so hopefully they can process the application time to offer the program this summer. The Wichita YMCA recently backed out of a 25 year long collaboration with us so we are hoping to now offer this needed program ourselves.
- Pickleball was up with 218 compared to 200 last month.
- Taekwondo was steady with 9 students compared to 10 last month.
- Exercise classes were steady with 15 compared to the same last month.
- January daily use was steady with 491 compared to 480 last month. 86 paid day fees, 226 were pass holders, and 179 participated in various activities.
- Rec staff attended the annual Kansas Recreation and Park Association conference January 26-28.
- Current and upcoming programs include Indoor Soccer, WHJBSL, Happy Feet & Hoops, and Schools Out Camp.

Seniors

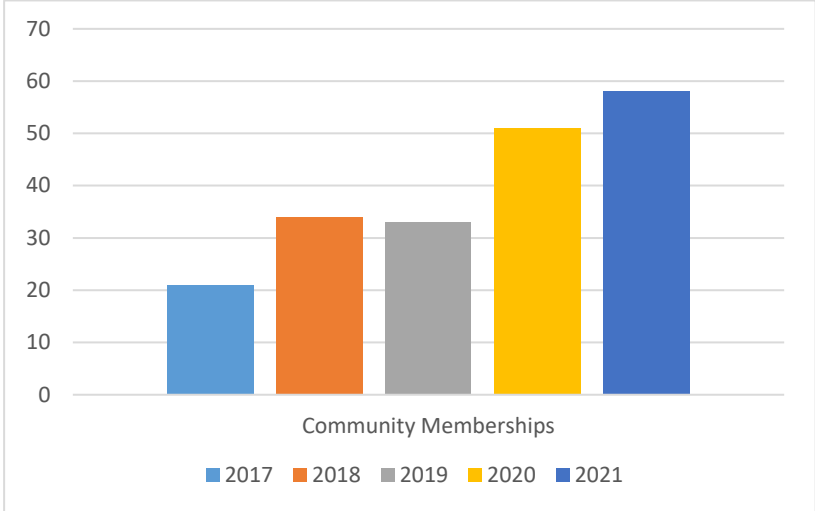
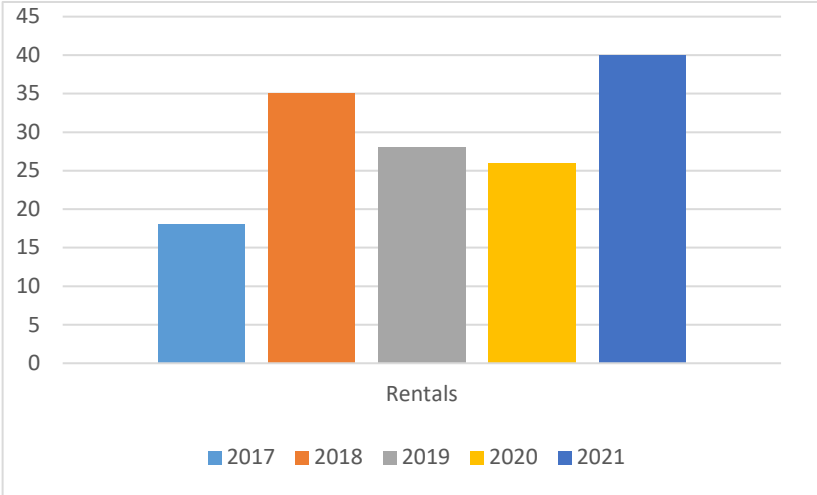
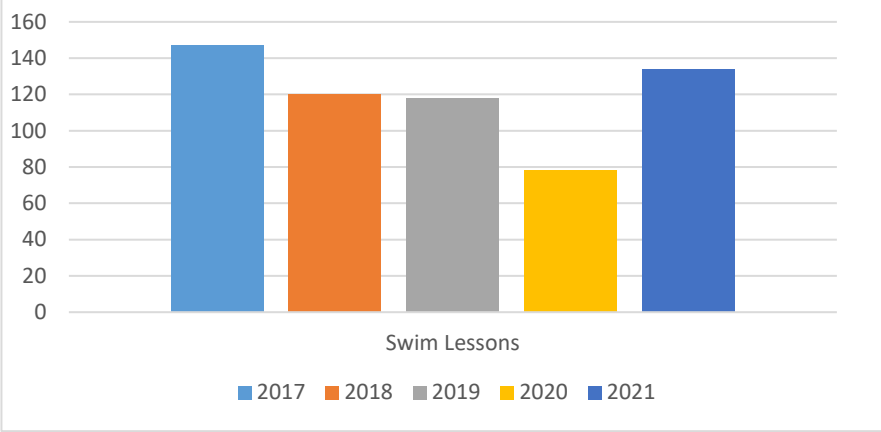
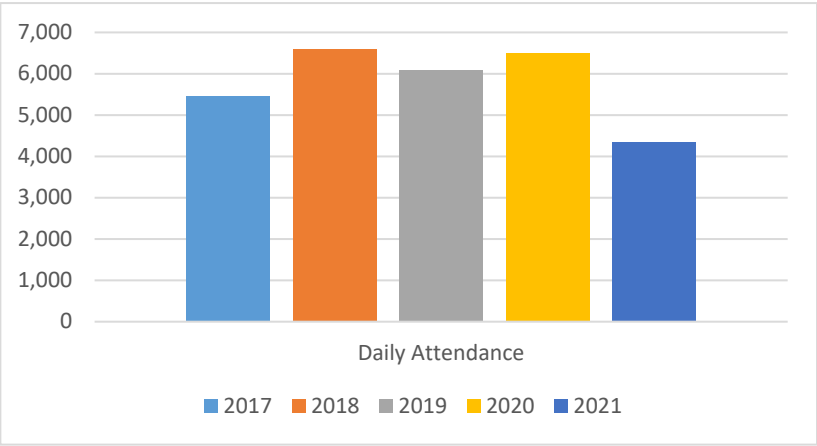
- 499 seniors participated in line & folk dance, sewing, walking, bridge, Tai Chi, exercise, book club, and several educational activities compared to 402 last month. Also a new 5 person planning committee met to discuss upcoming programming.
- A new session of Tai Chi started and will continue until 3/1. This evidence based program is being funded by Sedgwick County. Staff will be exploring whether we can continue offering this class without county funding in the future.
- Staff continues to engage Bel Aire Seniors by email, limited gatherings, and newsletters. Every week virtual tours of interesting venues, fun activities, and useful information are presented.
- The signed 2022 funding contract has been submitted to the county. The county is also installing new hardware and software to track programming and participation. Training is scheduled this month and we expect to start utilizing the technology in some form soon.
- Upcoming programs include the regular ongoing programs and several new educational and special events.

Swimming Pool

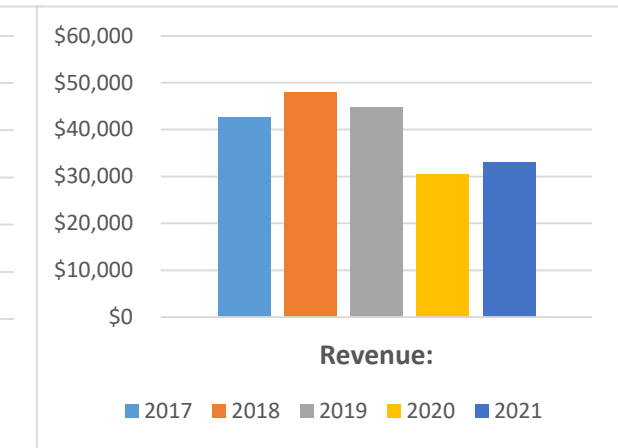
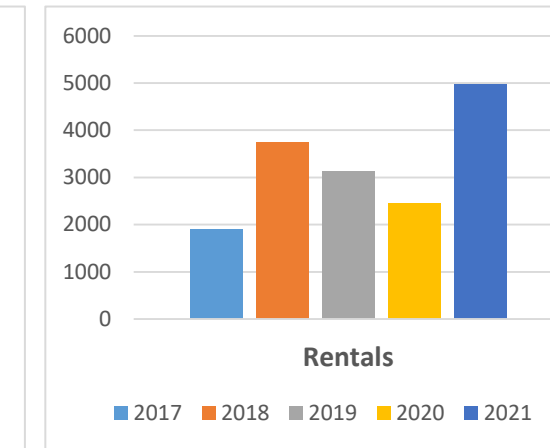
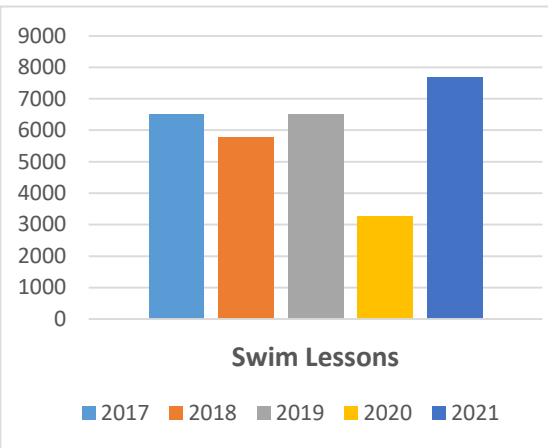
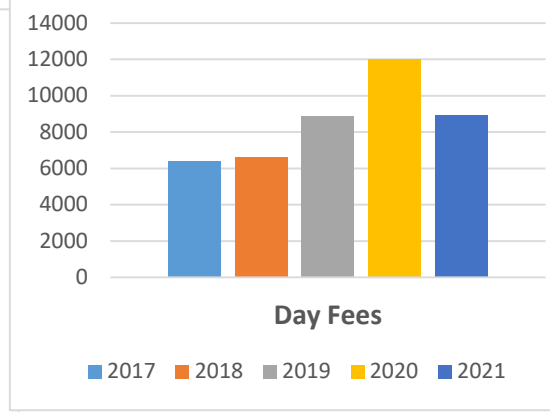
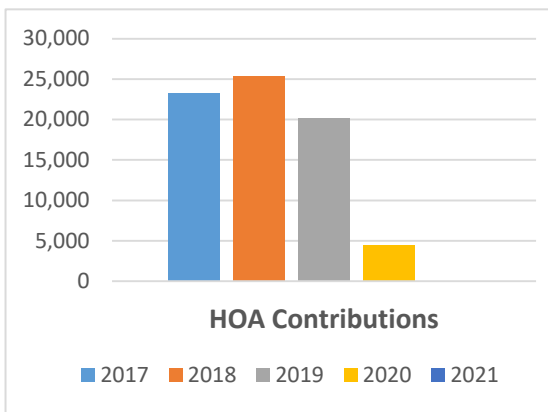
- We have met with the returning manager and have begun sorting out staff needs for this summer. A few positions are open so we will be listing that online soon.
- Attached is the 2021 Pool report which was inadvertently left out of last month’s report.

Central Park Swimming Pool

Pool Participation	2017	2018	2019	2020	2021
Daily Attendance	5,457	6,595	6,076	6,488	4,346
Swim Lessons	147	120	118	78	134
Rentals	18	35	28	26	40
Community Memberships	21	34	33	51	58



Pool Revenue:	2017	2018	2019	2020	2021
HOA Contributions	23,265	25,410	20,130	4,420	0
Day Fees	6406	6635	8,882.50	11,997.00	8,899.00
Community Memberships	3547	5440	5,035	8,306	10,623
Swim Lessons	6504	5770	6,510	3,260	7,680
Rentals	1899	3742	3,134	2,440	4,970
Concessions	947	917	1,039	0	857
Revenue:	\$42,568	\$47,914	\$44,730.50	\$30,423.00	\$33,029.00



MANAGERS REPORT



DATE: February 11, 2022
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: February 15, 2022 City Council meeting

Presentation of Colors and Pledge of Allegiance (Items IV And V)

Boy Scout Pack #585 will do a presentation of colors and lead the pledge of allegiance.

Consent Agenda (Item VII)

Contains the minutes of the February 1, 2022 regular Council meeting and the February 8, 2022 special Council meeting. In addition, the Developer for Skyview at Block 49 is ready to move forward on phase 2. A few changes were made to the project and are requiring the original petitions to be changed. As such, the Developer has signed new petitions for the second phase which is included in the consent agenda. This requires amending resolutions that approve the revised project changes and allows them to move forward. The amending resolutions are included in the consent agenda as well.

Appropriations Ordinance (Item VIII)

This was a light period with mainly operational types of expenses. The largest expense was bond payments to the State Treasurer, listed on page 3 and a couple of bonded capital project expenses totaling \$93,281.80. One payroll period is included in this reporting period.

City Requested Appearances (Item IX)

The city received a TEAP grant from KDOT in 2021 to complete a safety study on the intersections of 53rd & Woodlawn as well as 53rd & Rock. The study is complete and TranSystems will be at the meeting to present their findings as well as share their recommendations. Any recommended improvements will be included in your March workshop covering street upgrades. Therefore, Council can ask questions of TranSystems and be ready to discuss funding of any specific changes to these intersections at the March workshop.

Final Plat of Prairie Preserve (Item A)

At their November 8th meeting, the Planning Commission reviewed the Developer’s request to replat approximately 50.2 acres of R-1 Estate Residential to the Prairie Preserve. A public hearing was held to allow interested parties and citizens to share any comments or concerns. No one spoke at the public hearing.

Following the hearing, the Planning Commission considered the evidence, discussed the plat, and reviewed the report provided by staff. After diligent consideration, the Planning Commission voted (by passing a 4-0 motion) to approve the final plat without changes. The Commission recommends Council accept the Developer’s commitment to dedicate certain land within the plat for public purposes.

Garver Professional Services, Skyview at Block 49 Phase 2 (Item B)

The Developer is moving forward with engineering design for Skyview at Block 49 Phase 2. Garver prepared the platting documents for the entire development and the Developer would like for them to engineer phase 2 as they were the project engineer on Phase 1. Garver has prepared an agreement for engineering services, which is included in the packet for Council to consider. The engineering costs for this design work is included in the petitions and will ultimately be spread as special assessments to the benefiting lots. Garver is a great partner and staff recommends approval.

Animal Control Ordinance (Item C)

Currently, the city has a two-part system in dealing with animals. Police try to handle what they can and then call Animal Control for additional help or as needed. The result is an inefficient system and lacks in public service. Last month, Sedgwick County approved the agreement for the County to take over animal control services in Bel Aire. The agreement will allow the County to offer full animal control services, instead of the partial service provided in the past.. The County will also take over pet licensing and deal directly with residents who have animal control issues. The final step in the transition is to adopt the County’s animal code as a part of our code. There are two sections in the current code that the City will continue to regulate because the County Code does not address them, specifically the sections on livestock and kennel licenses. Once this ordinance is approved, Staff will work to educate the public about contacting the County for pet licensing and animal control needs. Jaci will be at the meeting to answer any questions. Staff recommends Council approve the ordinance.

Revised 2022 Pay Scale (Item D)

At the February workshop, I outlined the failures we’ve had in dealing with planning and zoning issues. Bel Aire operates with limited staffing, 20% less than other cities our size. As a result, we have lost our effectiveness due to the staffing efficiencies in this particular case. In looking at our current process, planning and zoning functions are divided between Keith, Anne and Jaci. All are extremely busy with other responsibilities. Management by committee really doesn’t work and we need a dedicated staff person to ensure all items related to zoning, codes, planning, development and communication is done timely as well as accurately. I have created a job description that details the duties and added the position to the 2022 pay scale. Council simply needs to approve the revised pay scale adding the

position and then I can advertise to fill the position. I estimate a cost of \$90,000 annually which includes salary and benefits. It is important to note we collect roughly \$850,000 annually in new revenue due to new construction. This is a key role to our growth, developer friendly environment and one that is vital to the city.

Homestead Senior Apartments LOI to Issue an IRB (Item E)

In September of 2018, Tom Bishop with Homestead Affordable Housing, LLC. approached Bel Aire regarding the construction of a 60-unit affordable senior housing development on the southeast corner of 53rd and Oliver. The project was contingent on housing tax credits from the Kansas Housing Resource Commission and issuance of an IRB by Bel Aire for funding. The project will eventually become tax exempt and operate as a nonprofit. The City Council approved a Resolution of Support and Letter of Intent to issue an IRB at the September 18, 2018 meeting. The IRB process allows for sales tax on all construction materials to be exempt. In addition, the LOI called out a 100% tax abatement for the first 5 years to allow for the nonprofit to be established. Mr. Bishop has submitted applications for tax credits each year since 2018 and finally was awarded the credits for 2022. Homestead Affordable Housing owns the parcel of land, has completed the rezoning for apartments and is nearing completion of design. Tom would like to begin construction this summer on phase 1, or 36 units. Since the LOI has expired, a new Cost Benefit Analysis must be completed and LOI issued. Included in your placket is the CBA as well as LOI. The tax abatements outlined in the LOI will eventually go away once the project is completed and becomes a non-profit. The IRB is really to facilitate the sales tax exemption for construction. Staff recommends approval of the LOI.

Executive Session (Item XIII)

Staff is requesting an executive session for 45 minutes.