



AGENDA

CITY COUNCIL WORKSHOP

7651 E. Central Park Ave, Bel Aire, KS

Video Available at belaireks.gov

October 11, 2022 6:30 PM



I. CAPITAL IMPROVEMENTS

- [A.](#) Central Park Pool
- B. 45th Street Design

II. POLICIES

- [A.](#) Fireworks
- [B.](#) Council Wards

III. OTHER?

IV. DISMISS

Additional Attachments

- [A.](#) Manager's Report - October 11, 2022

Notice

It is possible that sometime between 6:00 and 6:30 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. Channel 7 rebroadcasts of this meeting are scheduled daily or can be streamed on YouTube. Please make sure all cell phones and other electronics are turned off and put away.

City of Bel Aire, Kansas



STAFF REPORT

DATE: October 5, 2022

TO: Ty Lasher - City Manager
Bel Aire City Council

FROM: Brian Hayes – Recreation Director

RE: Pool Surface

SUMMARY: Per instructions, staff has assembled preliminary information and estimates for re-plastering the Central Park Pool as well installation of a 60 mil commercial vinyl liner.

HISTORY: The Central Park Swimming Pool was constructed in 2005 as part of the original phase of the Central Park development. The pool was designed and constructed as a HOA amenity comparable to a large hotel pool. The original plan for the pool was for the Central Park Homeowners Association to take over operation of the facility as the development progressed. Those original intentions never came to be as the homeowners associations successfully cut ties to the pool in 2019.

Construction of the pool basin in 2005 took place during a rainy spring. The plan was to open the pool that summer but the concrete pool bottom failed shortly after it was poured due to suspected groundwater. Needless to say the pool did not open that year. Structural engineers recommended to remove the bad concrete, patch holes, seal cracks, and pour a cap over the affected area which took place in early 2006. The original contract included a plaster surface which was installed and the pool opened for business that Memorial weekend.

Plaster surfaces have an estimated 8-10 year life so the pool was re-plastered in 2015. Again, Mother Nature did not cooperate with a rainy spell before the re-plastering was complete. After the pool opened that year, a large portion of the new plaster bottom failed, again attributed to suspected groundwater. The pool then was closed for about 3 weeks in June while the old plaster floor was removed and replaced.

DISCUSSION: The current plaster surface is 7 years old and is showing signs of wear .The surface is becoming a bit porous and is rough in places resulting in maintenance difficulties as well as being rough to the touch. Unfortunately most concrete/plaster pool surfaces are rough due to their nature. The rough surface is susceptible to algae growth, harder to clean, and sometimes require more chemicals. Pool toes (*see attachment*) is also an issue with plaster pools even with newer surfaces. Truth is when swimmers are in the water for long periods of time, skin becomes tender and some feet get abrasions. Most of this subsides after their feet become callused. Water shoes can be worn to alleviate this if swimmers so choose.

If decided upon to re-plaster the pool, the recommended time to re-plaster would be the fall, typically because it's dryer and a lessor chance of groundwater issues that this pool has experienced since it was constructed. Once the plaster is completed and the pool is refilled, there is less chance of failure due to the ballast of the water in the pool.

Staff has had a difficult time obtaining quotes for re-plastering. Only one local company has been identified that may do this work and they have not yet submitted a quote. We spoke to an Oklahoma company who agreed to submit a quote but since has not responded to follow-up emails or phone messages. We were told by a local pool builder that this outfit is semi-retired and is notorious for picking and choosing work performed. One quote (*attached*) was submitted by Mid-West Plastering out of Kansas City for \$31,350. This quote was sight-unseen so depending on the condition of the plaster when drained could be more.

As an alternative to plastering, information and 3 initial estimates (*attached*) were received for installation of a 60 mil commercial vinyl liner that have limited 10 year warranties. We have extensively visited with these companies, pool builders and other professionals about the feasibility of installing a commercial liner to the Central Park Pool. A liner would be a large undertaking but would be an upgrade to the existing surface. The result would be a pool surface that would be smoother, easier to clean, and should require less chemicals. Right now although we have quotes for liner installation that range from \$52,000-\$73,000, there are many unknown costs and variables that need to further be researched by professionals in the field.

The main issue is with groundwater entering into the pool basin when empty. This pool was designed and constructed with no underground drainage. We have been informed that there are things that can be done such as installation of hydrostatic relief valves, underground drainage components, and pumps that can minimize groundwater entering the pool basin. A solution to this issue would be required before a liner could safely be installed.

Other liner issues to be considered are removal of the existing underwater tile, underwater light replacement, and possibly even having to reconfigure the ladder steps that are currently built into the sides of the pool.

Like re-plastering, liner installation would be best done in the fall typically because it's dryer and a lessor chance of groundwater issues. Once the liner is installed and the pool is refilled, there is less chance of failure due to the ballast of the water in the pool.

POOL TOES

Pool toes is a friction-related dermatitis caused by the repetitive contact of the toes--alone or with the remainder of the plantar foot--with the rough cement on the bottom of the pool. It is observed more commonly in children since many public pools have a rough cement bottom in the shallow areas in order to prevent the young swimmers who are walking in that area from slipping and falling. It also occurs more frequently early in the swim season prior to the swimmer's feet having had an opportunity to acclimate to the pool bottom's rough cement by thickening and/or forming calluses [5].

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7773311/#:~:text=Frictional%20pool%2Dassociated%20pedal%20dermatoses,the%20side%20of%20the%20pool.>



From: Mid-West Plastering LLC

12103 W 64th Street
Shawnee, KS 66216
918-728-1572 or 785-408-0013
midwestplasteringllc@gmail.com

Bill To: City of Bel Aire

5251 E 48th St, Bel Aire, KS 67220

Amount:

\$31,350.00 USD

Expiration Date:

10/09/2022

Item	Price	Quantity	Tax	Total
Replaster Rec Pool with White Plaster Finish (Site unseen estimate) Prep: Cut underneath tile and chip out 2-3inches under tile. Chip around all returns and lights. Chip-out "hollow" spots making sure the pool is free of loose debris. Power wash and acid wash before putting the bonding agent on entire pool. Plaster pool and trowel smooth.	\$27,950.00 USD	1		\$27,950.00 USD
Travel Fee	\$2,400.00 USD	1		\$2,400.00 USD
Plaster Finish Detail	\$1,000.00 USD	1		\$1,000.00 USD
Subtotal				\$31,350.00 USD
Grand Total				\$31,350.00 USD

Notes:

This is an estimate. Approval of this estimate, states you have reviewed and agree to our contract and its terms. Necessary changes due to unforeseen or pre-existing conditions unknown or not included in estimate, may necessitate additional work and expense to allow proper performance of the "Work". Upon discovery of any changes, Contractor shall notify Client and inform Client of additional work, time, and expenses necessary to rectify such deficiency as needed to facilitate proper performance of contracted work.

Accepted on: _____

Accepted by: _____



Monday, August 15, 2022

Brian Hayes
City of Bel Aire
5251 East 48th Street North
Bel Aire, KS 67220

Dear Brian,

Below please find our proposal for resurfacing the plastered zero-entry pool for the City of Bel Aire, KS as discussed. Our scope of work includes the following:

1. The pool totals approximately 4,600 square feet (plan and wall areas).
2. Lightly prep the surface of the pool (surface repair work is not to exceed 2 total man-hours) for the installation of the new 60 mil PVC membrane and terminations.
3. Fully adhere an 11-ounce polypropylene felt protection / leveling layer to the entire surface of the pool.
4. Custom fit and adhere a premium 60 mil light blue PVC membrane to the entire surface of the previously felted pool. Hot air weld and seal all seams.
5. Terminate the membrane using hard PVC strips set into a bed of caulking and fastened onto the top of the walls just below the coping around the perimeter of the pool, and with PVC coated bent metal into the drain in the zero-entry area (PVC membrane to be welded directly onto the PVC coated strips). Finish with a bead of white caulking.
6. Where necessary install custom made Type 1 Hard PVC flanges around all penetrations i.e.; skimmers, returns, rope hooks, and drains, and black PVC transition lines as required according to KS state code.
7. Install slip-resistant 60 mil PVC membrane in the zero-entry and shallow areas, and white printed PVC depth markers on the top of the pool walls as required according to KS state code.

8. Issue a 10 year material warranty (covers PVC membrane material and welds) and a one-year labor workmanship warranty upon payments received in full for all invoiced installation work.

PRICING

The price for the above scope of work is \$ 69,950 (sixty nine thousand, nine hundred and fifty dollars) and includes all materials, labor, and travel expenses.

CONDITIONS

1. Pool shall be broom clean and empty of water (by others).
2. Existing surfaces must be able to accept fasteners.
3. Owner is to provide power and unimpeded access to the worksite.
4. No bonds, permit, or licensing fees were figured into the bid price.
5. Kansas State Davis-Bacon prevailing wage rates were considered in the bid price.
6. Owner is to provide for all trash disposal.
7. We strongly suggest all lines should be pressure tested (by others). Any repair work required as a result of the pressure tests is to be performed prior to our arrival.
8. No monies were allocated for any repairs or upgrades to the main drains or main drain covers as may be required by the Virginia Graeme Baker Anti Vortex law.
9. Only minimal surface prep as previously described is included in the above pricing. Additional surface prep (i.e.: grinding, sanding, patching, rust proofing) will be billed at a rate of \$75 per man hour plus materials in addition to the above if required (ownership will be informed of all surface concerns and shall approve of any additional work prior to it being performed on site).
10. The pool will be filled by others, Membrane Concepts will not absorb any costs for water, chemicals or for any pool downtime expenses at any time or for any reason.

TERMS

These Terms and Conditions shall apply to all orders accepted by Membrane Concepts and shall be deemed incorporated in any contract documents. Membrane Concepts is not bound by any additional or different terms proposed by Purchaser in its contract purchase order, conformation, or acknowledgment.

This proposal is valid for 60 days. A deposit of fifty (50%) percent is due with the signed proposal. An additional progress payment of thirty (30%) percent is due at the approximate midpoint of the project. The remaining balance is due immediately upon project completion. A finance charge of 1.5% per month (18% per annum) will be added to all invoices over 30 days. In the event any third parties are employed to collect any outstanding monies owed by said business, the undersigned agrees to pay all reasonable collection costs, including all attorney fees, whether or not litigation has commenced, and all costs of any litigation incurred. The laws of the Commonwealth of Massachusetts and its jurisdiction (Bristol County) shall govern in full over this agreement.

ACCEPTANCE OF PROPOSAL

City of Bel Aire, KS or its agent agrees to the described scope of work, and all conditions and terms as set forth above;

CITY OF BEL AIRE, KS

By _____

Date _____

Sincerely,



Ron Melbourne
General Manager

Membrane Concepts
PO Box 51262
New Bedford, MA 02745

Ron@MembraneConcepts.com
Office: 508-995-9500
Cell: 508-801-3206

Sent via email: reccenter@belaireks.gov

Attention: Mr. Brian Hayes

City of Bel Aire Kansas

5251 E. 48th St. N

Bel Aire, Kansas, USA 67220

Project: Bel Aire Pool

Location: Bel Aire, KS 67226

Reference: 60mil PVC Membrane System

Bid Date: N/A

We are pleased to submit our quotation and the terms of the sale of the equipment, materials and services as detailed and itemized on the attached schedule.

Payment Terms: 1/3 with order, 1/3 with approved submittals. 1/3 upon final invoice

Payment terms as listed above are subject to review of credit and project information.

FOB Point: Our offer is FOB, Indianapolis. An allowance for freight to the project site IS included. Please note that any freight, transportation and related charges are estimates for convenience and estimating purposes only. These amounts are subject to change without notice and do not include carrier's increases, fuel surcharges, or other cost factors, which will be billed in addition to any amounts stated herein or included in this proposal. Unless otherwise stated, our prices DO NOT include receiving, unloading, storage or locating of materials at any site. Proper access is to be provided to Natare standards by others.

This quotation is valid for **Acceptance By:** September 28, 2022 After this date our proposal is subject to repricing

This quotation is valid for **Shipment By:** November 27, 2022 After this date our proposal is subject to repricing

Terms and Conditions

Unless specifically itemized on the attached schedule, this proposal does not include job supervision or installation. State and local taxes or fees, unless specifically noted, have not been included and are in addition to any prices in this proposal. All unloading and storage charges will be the responsibility of the Purchaser, unless specifically included herein.

This Quotation is deemed accepted upon execution of the Quotation by authorized representatives of Purchaser and Natare, or by the use of the Quotation or disclosure of the identity of Natare in Purchaser's bid documents, or such other acts as may be defined hereafter.

NATARE Corporation ("Natare") agrees to sell to Purchaser the equipment, materials and/or services that are detailed and itemized on the attached schedule(s), solely upon the terms and conditions stated herein, which terms are stated on the face or reverse of any part hereof or incorporated by reference. By signing below or accepting goods or services pursuant to this proposal, Purchaser agrees to all such Terms and Conditions.

Accepted this _____ day of _____, 20____ NATARE CORPORATION (Seller)

Purchaser: _____

By: _____

Garrett M. Yoder

By: _____

Garrett M. Yoder (317) 222-3681 (direct)

gyoder@natare.com

Purchaser acknowledges that the information, pricing and materials contained herein constitute confidential and proprietary information which is the sole property of Natare Corporation, and that such information shall not be disclosed to any third party or used by Purchaser in manner other than required by the awarding authority.

Notwithstanding provisions contained on the front side hereof, this Quotation & Agreement ("Quotation") shall not be binding on Natare Corporation (hereinafter called "Natare") until accepted in writing by Natare's duly authorized officer or representative. In the event that there is any conflict between the provisions of any other document and this Quotation, the terms of this Quotation shall govern. The term "Purchaser" as used herein refers to the party identified on the reverse side hereof ordering, receiving or accepting goods, services, items, equipment and/or supplies (hereinafter called the "Items") from Natare and said ordering, receiving or accepting of the Items shall constitute acceptance of all Terms and Conditions contained in this Quotation, at Natare's sole discretion.

Natare has relied upon information provided by Purchaser or from plans, specifications or other documents in preparing this Quotation. Purchaser agrees to verify the accuracy and completeness of quantities, dimensions and work to be performed hereunder, as well as compliance with any applicable plans and specifications. Only the Items and quantities on the attached equipment schedule are to be provided. No additions, changes, or deletions will be made to the Items, except upon written confirmation of such changes by Natare to Purchaser. Natare shall not be liable for any conflict between the Items, dimensions or quantities listed or any itemized bill of material in either the plans or specifications. If any additional Items or quantities are required by the Purchaser, such Items shall be considered "Optional Extras", and shall be sold by Natare at its sole discretion, to Purchaser at the current Natare prices related thereto. All of such Optional Extras shall be subject to the Terms and Conditions of this Quotation. This Quotation is subject to approval of Purchaser's credit. Natare may at any time decline to make any delivery except upon receipt of payment or security or upon such other terms as are satisfactory to Natare's credit department.

The Items to be supplied by Natare may be subject to Purchaser's or other's approval of Natare's shop drawings, data sheets, prints, drawings or related documents, (the "Submittals"). Natare agrees to provide such Submittals within a reasonable time after it receives from Purchaser all required documents and information necessary for the preparation of such Submittals. Once reviewed, approved or returned by Natare to Purchaser or other parties, the Submittals shall govern as to the details of the Items. Natare shall rely on such approvals throughout the furnishing of the Items. In the event any of the Items on the Submittals are disapproved, Purchaser shall notify Natare promptly. Regardless of such disapproval, Natare shall have no obligation to furnish any equipment or services other than that originally described in the Quotation. Natare shall not be liable for any conflict between the Items and the requirement of any law, code, ordinance, plans, specifications or other contract documents. Any such Submittals are expressly incorporated into this Quotation.

This Quotation assumes shipment of the Items by the date specified herein, or within a reasonable period of time if no date is designated. If shipment is delayed for any reason beyond the date specified above, or beyond a reasonable period of time if no date is specified, the prices for the Items shall be subject to increase at Natare's sole discretion. Natare may, at its sole discretion, furnish the Items to Purchaser in partial shipments. Purchaser shall pay for partial shipments as received and according to the terms and conditions of Natare's accompanying invoices. In the event Purchaser fails or refuses to pay for any partial shipment or delivery according to the terms of the accompanying invoice, Natare shall be entitled, without notice and at its sole discretion, to suspend its work hereunder and forgo further work and shipments until such invoices are brought current. Natare shall have no further obligation hereunder until and unless Purchaser shall have performed all payment obligations. Natare may recover any additional costs it has incurred by virtue of such suspension of work and the default of Purchaser, including reasonable attorneys' fees.

Unless otherwise agreed in writing, terms of payment are net cash, due upon receipt. In the event any invoice is not paid within thirty calendar days, after the date thereof, Purchaser shall pay a late payment fee on the unpaid amounts at the rate of 1 1/2% per month on any outstanding sums from the due date thereof until date of payment. Purchaser shall also pay all collection costs of Natare on any delinquent amounts, including but not limited to, any and all court costs and attorneys' fees, regardless of any off-set or claim by Purchaser whether by Court action or negotiation. In the event of Purchaser's breach or default regarding any Term or Condition of this Quotation, Natare shall be entitled to recover all consequential and incidental damages caused by such breach or default, including without limitation all attorneys' fees, costs and expenses incurred in enforcing the Terms and Conditions of this Quotation. All such invoices are expressly incorporated into this Quotation.

Shipments by Natare to Purchaser or to the designated delivery point shall be "FOB Origin", unless otherwise specifically agreed by Natare in writing. Purchaser acknowledges that the delivery date is only an estimate of delivery based upon acceptance in writing on this contract date and not a guaranty. Natare may, at its sole discretion, extend the time of delivery for a reasonable period of time. Natare shall not be responsible or liable for any delay in production or delivery of the Items resulting from or arising out of: (a) incorrect or incomplete plans, specifications or working data; (b) strikes, labor disturbances, riots, shortages of labor or materials; (c) foreign or domestic embargoes or seizures; (d) acts of God, insurrections or war; (e) any law, ordinance, regulation, or ruling that impacts Natare's production or delivery hereunder; (f) shortages and absence of transportation or routes; (g) acts or occurrences impacting the transportation or production of the Items or any ingredients used in or connection with respect to the delivery of Items; or (h) any events beyond Natare's control. Purchaser assumes responsibility for ensuring that jobsite or delivery point is at all times freely accessible to the delivering carrier or Natare's personnel. Natare shall be entitled to an equitable adjustment to the price stated herein and the time of delivery in the event that it is delayed in the manufacture or shipment by causes beyond its control or by the acts or omissions of Purchaser. The risk of loss of the Items shall pass to Purchaser as soon as they are delivered to Purchaser at its place of business or at the place designated for delivery herein. If no such address is designated, then the risk of loss shall pass to Purchaser as soon as the goods are ready for delivery and without regard to a notice thereof.

Natare makes no representation or judgment regarding the suitability, performance, adequacy, completeness, accuracy, or legality of Purchaser's designs or of any plans and specifications applicable to the Project (as defined on the preceding page), or any engineering related thereto, and specifically disclaims all liability therefore. A general description of the Items included in this Quotation shall not constitute a warranty or representation of qualities and characteristics of the Items. Natare makes no representation, warranty or guaranty as to the suitability of any goods or Items for any particular purpose and will not be responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory, or contractual), including special building or construction codes. Natare provides no warranty or representation regarding the Items that is not expressly stated herein, and any other such representation or warranty is hereby disclaimed. No agent or representative of Natare shall be authorized to alter or amend the terms of this Quotation without the written approval of a duly authorized officer of Natare.

Natare further expressly disclaims any implied warranty of fitness for a particular purpose or implied warranty of merchantability. Natare also does not provide any warranty for claims arising from: normal wear and tear; undue wear and tear; damage or failure due to accident, misuse, abuse, neglect or other conditions exceeding normal use; improper or incorrect operation or maintenance; any use of the product other than the particular use for which the product was intended; structural or earth movements; or acts of God.



Natare Corporation
5905 West 74th Street
Indianapolis, IN 46278-1786
(317) 290-8828 | (317) 290-9998 (fax)
www.natare.com

Quotation and Agreement

Section I, Item A.

Bel Aire Pool

Document Number: 44818

Document Date: 09/14/2022

Purchaser shall furnish Natare with written notice and reasonable evidence of any claimed defect in the Items promptly upon delivery and in any event no later than (10) calendar days after delivery. In the event that such notice and evidence is not furnished as required herein, Natare shall have no liability for such claimed deficiencies. In any event, Natare's liability hereunder shall be expressly limited to correction or replacement of the Items, or prorated refund of the contract price, as Natare shall in its sole discretion determine. Except as set forth above, Natare shall have no liability for any damages in connection with the furnishing of the Items to the Purchaser, whether direct or indirect, general, special or consequential, or for any expense, cost, damage or loss of any nature whatsoever, including any penalty or liquidated damages. Failure of Purchaser to provide to Natare written notice of defect within ten (10) calendar days after delivery (or completion of installation, if applicable), shall constitute irrevocable acceptance of the materials and workmanship by Purchaser, and an admission and acknowledgment by Purchaser that the materials and workmanship so furnished fully comply with all terms, conditions and specifications of this Quotation. Natare's maximum liability hereunder shall in no event exceed the purchase price attributable to the materials or workmanship ultimately proved to be defective or unsuitable. No back charges, charge backs, or holdbacks by Purchaser will be honored by or enforceable against Natare unless first approved in writing by an authorized representative of Natare before such back charge or expense is incurred.

Purchaser shall hold Natare harmless of and from, and defend and indemnify Natare against, any claim brought against Natare for any alleged or actual infringement of any patent, copyright, trademark, proprietary interest, process or formula arising from Natare's use of designs, plans engineering processes, or formulas supplied, determined or requested by Purchaser, including without limitation, attorneys' fees incurred in the defense of such claims. All technical advice, data and recommendations supplied by Natare are furnished and intended only for use of and by persons with the skills and knowledge to apply the information. Natare assumes no responsibility for the use of such information by Purchaser, its employees, agents, or subcontractors.

To the fullest extent permitted by law, Purchaser assumes all liability and expense which may arise out of the injury, sickness or deaths sustained by any individual, or damage to or destruction of any property, by reason of the delivery, supply or use of the Items and/or any defective, faulty, or improper workmanship on the Project. Purchaser shall defend and indemnify Natare and hold it harmless against and from any and all such claims, lawsuits, actions, damages, expenses, judgments, demands, costs and losses, including reasonable attorneys' fees arising out of such delivery, supply or use of Items and/or defective, faulty, or improper workmanship on the Project. This obligation of indemnity shall apply regardless of whether the damages, injuries, expenditures or attorneys' fees or costs are necessitated by the negligence, including the sole negligence, of Natare, its employees, agents or representatives.

Unless expressly agreed in writing, Natare shall not be liable or responsible for the payment or cost of any federal, state or local taxes, fees, assessments or the procurement of bonds, permits, or licenses which may be required for or which may result from Natare's performance hereunder, or to provide or pay for surety in any form for Natare's performance hereunder.

Except for purposes of qualifying as a claimant or intended beneficiary of any payment and performance bond on which Purchaser, or an entity in direct contract or privity with Purchaser, is a principal, Natare shall not be considered a subcontractor on any project for which the goods sold hereunder are intended to be used. Natare specifically disclaims compliance with any federal, state or local law, ordinance or regulation with respect to qualification to do business in any state other than Indiana, unless expressly agreed in this Quotation.

Purchaser grants Natare a security interest in all Items described in this Quotation and in the proceeds therefrom to secure payment of the purchase price and all liabilities hereinafter owing, including costs of collection and attorneys' fees. Purchaser authorizes Natare to file financing and continuation statements relating to the Items signed by Natare only. Natare shall have all remedies of a secured party available under applicable law upon Purchaser's default or when Natare shall find reasonable grounds for insecurity. In the event that Natare shall find reasonable grounds for insecurity in Purchaser's performance, or upon default, Purchaser authorizes Natare to communicate with Purchaser's contracting parties and their privies regarding the moneys due to Purchaser, and to secure payment of the Items by requesting the issuance of a joint check or direct payment from such contracting party.

This Quotation, and all documents incorporated herein, are intended by Natare and Purchaser to be the final, exclusive and complete statement of the Terms and Conditions of the agreement between Natare and Purchaser. Terms and conditions as herein written shall supersede all previous communications, agreements or contracts, written or verbal, and no understanding, agreement, term, condition, trade custom or a course of dealing between the parties shall be binding on Natare or shall be admissible to explain or supplement any term or provision expressed herein. No waiver or modification of the Terms and Conditions hereof shall be effective unless in writing and signed by both parties. Acceptance of this Quotation is limited to the terms contained herein. Any terms contained in any purchase order or other document that is different from, inconsistent with, or additional to the Terms and Conditions herein shall be void. Waiver by Natare of any default by Purchaser hereunder shall be in writing, and such waiver shall not be deemed a waiver by Natare of any other default other than the default specifically waived. This Quotation and any written amendments or supplements hereto shall be binding upon and shall inure to the benefit of Natare and Purchaser, and their respective heirs, assigns, personal representatives, and successors in interest. To the extent any portion or covenant of this Quotation may be held invalid or legally unenforceable by a court of competent jurisdiction, the remaining portions of this Quotation shall not be affected and shall be given full force and effect.

This Quotation shall be governed by, and interpreted, enforced and construed in accordance with the laws of the State of Indiana. Purchaser hereby submits itself to both the subject matter and personal jurisdiction of the state or federal court of the State of Indiana, and waives any objection thereto. Purchaser agrees that any action hereunder shall be brought in either the state court of Marion County, Indiana or the United States District Court for the Southern District of Indiana, Indianapolis Division.

REV 5/11



Natare Corporation
 5905 West 74th Street
 Indianapolis, IN 46278-1786
 (317) 290-8828 | (317) 290-9998 (fax)
 www.natare.com

Quotation and Agreement

Section I, Item A.

Bel Aire Pool

Document Number: 44818

Document Date: 09/14/2022

Project: Bel Aire Pool
Location: Bel Aire, KS 67226
Reference: 60mil PVC Membrane System
Bid Date: N/A

Natare Corporation
Garrett M. Yoder (317) 222-3681 (direct)
317 290-8828 • 800 336-8828
gyoder@natare.com

We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

Natare PVC Membrane Lining System

Main Pool

General Pool Dimensions and Data

Pool Shape:	L-Shape	
Surface Area:	3,687.73 ft²	342.601 m ²
Pool Perimeter:	304.000 ft	92.659 m
Minimum Depth:	36.000 in	914.4 mm
Maximum Depth:	60.000 in	1,524.0 mm
Average Depth:	4.000 ft	1.219 m
Pool Surface Area to be Lined:	5,333.399 ft²	495.489 m ²
Pool Construction:		
Type:	In-Ground	
Location:	Outdoor	
Floor Structure:	Concrete (By Others)	
Existing Floor Finish:	PVC Membrane	
Wall Structure:	Concrete (By Others)	
Existing Wall Finish:	PVC Membrane	
Top Edge Configuration:	Skimmers	
Membrane Termination Location:	Top of Pool Wall Below Coping Stones	

Important information: PVC pool linings are excellent systems for a pool interior. However, no PVC pool lining will stop water loss from the inside of the termination flange around lights, drains, inlets and other penetrations in the pool walls and floor. Additionally, pool water can and will seep around and through fittings, flanges and other penetrations as well as through cracks in the pool structure. Water leaking from the pool and ground water can accumulate under the lining and cause wrinkles and staining. **Any such water loss, damage, wrinkling or staining is not covered by our guarantee.** Prior to the installation of a PVC pool lining, a comprehensive inspection and pressure testing program should be completed for the perimeter gutter, main drains, pool supply and return piping and any other penetration of the pool structure. Such inspection and related work **IS NOT** included in this proposal, but can be provided.

Natare does not guarantee the water tightness of the lining system against leaks, rips, holes, or tears or any damage or claim determined by Natare to arise from defects, deficiencies or improper operation or installation of ladders, existing fittings and flanges, chemical feeders, drains, drain covers, valves, returns, skimmers, lights, and/or grates.

Important note: The installation of a PVC pool lining requires that the pool be drained and remain empty for a period of several days or even weeks to complete the work. Any time a pool is emptied, there is the possibility of hydrostatic damage, cracking or other significant damage to the pool structure if ground water levels are present around the pool. Natare cannot and will not be responsible for any such damage.



Natare Corporation
 5905 West 74th Street
 Indianapolis, IN 46278-1786
 (317) 290-8828 | (317) 290-9998 (fax)
 www.natare.com

Quotation and Agreement

Section I, Item A.

Bel Aire Pool

Document Number: 44818

Document Date: 09/14/2022

Project: Bel Aire Pool
Location: Bel Aire, KS 67226
Reference: 60mil PVC Membrane System
Bid Date: N/A

Natare Corporation
Garrett M. Yoder (317) 222-3681 (direct)
317 290-8828 • 800 336-8828
gyoder@natare.com

We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

Natare PVC Membrane Lining System

Main Pool

We propose to furnish materials and services for a Natatec PVC Membrane System, for the pool as described above, consisting of the system components as listed below.

Materials of Construction and Features for the Natare Membrane Lining System

Natastat Microbiocide (Applied to existing substrate to deter the growth of bacteria and microbes beneath the membrane)
 10 oz. Geotextile Fleece Separator (Adhered to the existing surfaces)
 PVC Coated Stainless Steel Flats and/or Angles (Anchored to pool substrate as required to facilitate attachment of PVC Membrane)
 Natatec Type ND (smooth), 60 mil Polyester Reinforced PVC Membrane (Pool Floor)
 Natatec Type ND (smooth), 60 mil Polyester Reinforced PVC Membrane (Pool Walls)
 Natatec Type NDP (textured), 60 mil Polyester Reinforced PVC Membrane (Horizontal surfaces requiring slip-resistant texture)
 Black PVC Membrane Material (Lane Markings, Wall Targets, and Transition Indicators to match submittal documents or existing pool markings)
 PVC Depth Markers (Applied to vertical membrane face of pool wall)
 Corrosion resistant anchors and fasteners
 Semi-Ridged PVC Compression/Termination Flange w/ Interlocking PVC Closer Cap
 Polymer and/or PVC Pressure flanges and appropriate transitions shall be furnished and installed for all inlets, outlets, main drains, underwater lights, anchor sockets and other necessary membrane penetrations
 PVC Solution for sealing exposed edges of seams
 Natare will provide to the owner, a ten (10) year warranty on the membrane system, in accordance with the terms of this offering and the membrane systems warranty statement

Additional Items and Services Included

Submittal Drawings - Natare Corporation includes one set of submittal drawings with one revision of submittals, if needed in our scope of work. If additional drawing time is required due to changes in scope or size, that are initiated by the customer, the additional work will be billed at a time and material basis of \$135 per hour.

Operation & Maintenance Manual

Installation Details

Installation and Erection of Above

Natare is furnishing and installing the materials and accessories as described.
 Limited review and visual inspection of the pool interior
 Surface Preparation consisting of broom-cleaning existing surfaces
 Fuse welded, overlapping seams, utilizing hot-air welding techniques



Natare Corporation
5905 West 74th Street
Indianapolis, IN 46278-1786
(317) 290-8828 | (317) 290-9998 (fax)
www.natare.com

Quotation and Agreement

Section I, Item A.

Bel Aire Pool

Document Number: 44818

Document Date: 09/14/2022

Project: Bel Aire Pool
Location: Bel Aire, KS 67226
Reference: 60mil PVC Membrane System
Bid Date: N/A

Natare Corporation
Garrett M. Yoder (317) 222-3681 (direct)
317 290-8828 • 800 336-8828
gyoder@natare.com

We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

Natare PVC Membrane Lining System

Main Pool

Natare will provide to the owner, a one (1) year warranty on the installation services, in accordance with the terms of this offering and the membrane systems warranty statement



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Quotation and Agreement

Section I, Item A.

Bel Aire Pool

Document Number: 44818

Document Date: 09/14/2022

Project: Bel Aire Pool
Location: Bel Aire, KS 67226
Reference: 60mil PVC Membrane System
Bid Date: N/A

Natare Corporation
Garrett M. Yoder (317) 222-3681 (direct)
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We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

Natare PVC Membrane Lining System

Main Pool

Freight, Transportation and Related Charges

Our offer is FOB, Indianapolis. An allowance for freight to the project site IS included. Please note that any freight, transportation and related charges are estimates for convenience and estimating purposes only. These amounts are subject to change without notice and do not include carrier's increases, fuel surcharges, or other cost factors, which will be billed in addition to any amounts stated herein or included in this proposal. Unless otherwise stated, our prices DO NOT include receiving, unloading, storage or locating of materials at any site. Proper access is to be provided to Natare standards by others.

Please Note: Freight estimates are based upon a single shipment for all items. If the project schedule requires staged or multiple shipments, additional costs will be incurred.

Main Pool

Total of Above: \$ 72,569.00

Note: All prices are in US Dollars

Sales and Use Tax NOT Included

Work By Others (not included in above pricing)

Receiving, unloading, hoisting, and locating materials at pool area
 Health Department permit application (if required)
 State, local, and project-specific COVID requirements, restrictions, or mitigation efforts including re-mobilization(s) charges due to these requirements.
 Earthwork including excavation, backfill, dewatering, soils disposal
 Demolition, removal, and disposal of existing materials
 Concrete including, footings, floor slabs, deck slabs and grout
 Structural and misc. steel, except as noted, including deck pans
 Finish paint/coating of steel supports
 Pool mechanical, chemical feed, deck, maintenance, and safety equipment
 Plumbing work including piping and valves
 Electrical work including bonding of pool components
 Equipment enclosures and storage rooms
 Scaffolding provided/installed per installation requirements



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Quotation and Agreement

Section I, Item A.

Bel Aire Pool

Document Number: 44818

Document Date: 09/14/2022

Project: Bel Aire Pool
Location: Bel Aire, KS 67226
Reference: 60mil PVC Membrane System
Bid Date: N/A

Natare Corporation
Garrett M. Yoder (317) 222-3681 (direct)
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We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

Natare PVC Membrane Lining System

Main Pool

Comments, Notes and Clarifications

- 1.0 All prices are in US Dollars
- 2.0 Natare Corporation requires a pressure test of the entire pool system prior to installation of the membrane system.
- 3.0 Natare Corporation strongly recommends that the waterline tile and the 1"x1" tile in the zero entry be removed by Others prior to the arrival of Natare personnel. The areas where the tile is removed will need to be skimcoated and smoothed to Natare standard so a proper watertight seal is formed.
- 4.0



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Quotation and Agreement

Section I, Item A.

Bel Aire Pool

Document Number: 44818

Document Date: 09/14/2022

Project: Bel Aire Pool
Location: Bel Aire, KS 67226
Reference: 60mil PVC Membrane System
Bid Date: N/A

Natare Corporation
Garrett M. Yoder (317) 222-3681 (direct)
317 290-8828 • 800 336-8828
gyoder@natare.com

We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

We specifically do not include, without limitation, the following:

Sales, use or value-added tax, permits or permit charges, governmental fees or licenses, unless specifically included
Duties, customs fees or tariff, import fees, should any be assessed or required
Performance Bonds, Payment Bonds or Surety Bonds, unless specifically included
Special or export packaging, customs clearance, special documentation or legalization
Engineering, architectural or technical services other than specifically included
Receiving, unloading, hoisting, storage of materials or locating materials near the work area
Trash removal, dumpsters, temporary sanitary facilities, storage trailers, scaffolding, or site offices
Accommodations for weather conditions, temporary enclosures, temporary heat and fans
State, local, and project-specific COVID requirements, restrictions, or mitigation efforts including re-mobilization(s) charges due to these requirements.
Protection of existing work and finishes
Unless specifically itemized on the attached schedule, this proposal does not include job supervision or installation. State and local taxes or fees, unless specifically noted, have not been included and are in addition to any prices in this proposal. All unloading and storage charges will be the responsibility of the Purchaser, unless specifically included herein.
Surface preparation beyond broom cleaning the pool.
Managing and coordination of pool opening including chemical balance and required inspections.
Installation, set-up or on-site assembly of any items, except as specifically included in this proposal.
Commissioning or start-up of equipment or systems, unless otherwise noted.
Draining or filling of the pool, dewatering, maintaining proper dewatering or hydrostatic pressure relief
Earthwork including excavation, backfill, dewatering, shoring, and drainage systems.
Demolition, unless noted otherwise.
Concrete and Masonry work including saw cutting and grouting
Structural, foundation work, bracing or shoring, site work, grade work or fill.
Steel and Metal work, unless otherwise noted, work including re-bar and deck pans.
Carpentry work including, form work, bracing and shoring.
Paint, painting, coatings, waterproofing, fire stopping, sealants and caulking unless otherwise noted.
Piping, plumbing, interconnecting piping, fittings, valves or connections (unless otherwise noted).
Mechanical work including plumbing, gas, fire protection, and HVAC
Electrical work, including bonding/grounding/earthing, final connections, motor starters and disconnects.

Our offer is subject to the following:

The equipment, materials and/or systems offered in this proposal are of Natare design and manufacturer. We will furnish only the materials, items and services as listed on this quotation, subject to our standard technical data and technical bulletins, subject to our standard installation procedures, warranties and guarantees.

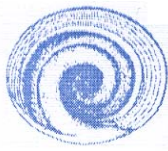
Upon notice to proceed under this Contract, installation details and submittal documents will be provided illustrating the materials and procedures to be utilized. Once reviewed, accepted or approved, these details and submittal documents shall be the basis for accepting and installing the materials and inspecting or acceptance of the actual installation. In the absence of such details or submittal documents, Natare's standard technical data, program and procedures will govern.

Any installation or labor services included in this quotation assume unrestricted work hours, unrestricted access to the project site, and do not include overtime, the use of local labor, workers with any particular union affiliation or mandatory wage rates.

We appreciate your consideration of Natare as a supplier for this project.

We hope we have adequately described the scope of our offering and welcome the opportunity to discuss this project with you.

This Quotation and Agreement is for convenience only and is subject to confirmation by Natare and the acceptance by the purchaser of Natare's terms and conditions of sale, including those disclosed on the face and reverse hereof and incorporated herein by reference.



RenoSys®

Section I, Item A.

August 31, 2022

City of Bel Aire Swimming Pool

RenoSys PVC Membrane Installation

Proposal

Install the liner in the existing pool employing the RenoSys PVC membrane system, including the following components and services:

INSTALLATION OF THE RENOSYS PVC MEMBRANE

- Broom clean pool surface and void it of all loose debris.
- Coat interior of the pool with sanitizing agent. Apply RenoFelt adhesive required.
- Apply RenoFelt 11 (150 mil) to isolate membrane from the pool – as required.
- Install the 60 mil RenoSys PVC membrane through hot air welding throughout.
- Termination to be at top of pool wall (below coping/covering tile).
- All penetrations will be terminated with compression flanges.
- Complete additional perimeter caulking, detail work, finish work to make a complete watertight installation.
- Clean site suitable for pool filling and perform final inspection.
- Membrane and all welds shall carry a **10 year limited warranty**.
- Other installation items shall carry a **1 year limited warranty**. (e.g. caulk, fasteners at compression fittings etc...)

Furnish and Install PVC Membrane \$52,305.00

Price is valid for 30 days. Includes minimal surface preparation (8 man hours). Proposal is based on dimensions and pictures submitted. **Payment terms for the contracted work will be paid as follow: Progress. Dumpster is to be furnished by others at no charge to RenoSys Corporation.** Should RenoSys be required to remobilize our crew due to non-readiness of the swimming pool or concealed conditions requiring additional work, then a \$2,500 change order for remobilization will be assessed. All designs and data included and implied within the contents of these documents are proprietary to ARS. ARS will not be held liable based upon inaccurate, unknown or limited information or conditions provided by the purchaser/owner to create enclosed contents. All submitted drawings, details and data are subject to verification, accuracy and approval by the purchaser/owner. No taxes (sales, use, local, county, state, B&O, privilege and/or other applicable taxes), bonds, permits, prevailing or Davis-Bacon wages, or additional fees are included in this estimate.

I have read and understand the information contained on the reverse side of this contract, conditions, installation, and quotation and agree to the terms within.

For **Aquatic Renovation Systems, Inc.**

For **City of Bel Aire, KS**

Date

Date

Steve Comstock/President

Page 1 of 3

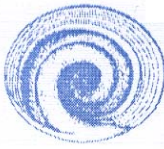
Visit us on the web at... "www.renosys.com"

RenoSys Corporation

2825 East 55th Place • Indianapolis, IN 46220

Phone: 800.783.7005 • 317.251.0207

Fax: 317.251.0360 • e-mail: "renosys@aol.com"



Agreement for Installation of a RenoSys PVC Membrane System

This contract, entered into between **Aquatic Renovation Systems, Inc.**, and "**Purchaser**" is for the purpose of having ARS furnish and install the RenoSys PVC Membrane System and for additional services or options, if any, as outlined on page #1 of the attached proposal. Pricing is to include the installation of the RenoSys PVC Membrane System in accordance with the standard specifications and technical directives for a RenoSys PVC Membrane System.

This contract is subject to the following terms and conditions:

- 1) The contract sum listed on page #1 covers only the products and services specifically mentioned therein. No modifications, additions, or deletions will be accepted except by written request via re-submission of modifications to the contract scope and/or approved amount authorized by written change order signed by both parties.
- 2) Every effort has been made to be as accurate and complete in the submittal documents and the related scope of work as possible. Verification shall be the responsibility of the purchaser during the submittal approval process. No work will proceed without the written approval "sign-off" of the submittal package by the purchaser.
- 3) Payment terms for the contracted work will be paid as follows: See page 1.
- 4) All amounts past due shall be subject to a 1.5% service charge per month as to work or services that have been completed to date. Utilization of the pool constitutes substantial completion and acceptance of the PVC Membrane System. Aquatic Renovation Systems will invoice for stored material, when applicable.
- 5) Although every effort will be made to meet the delivery and installation requirements, ARS will not be held liable for any delays caused by transportation, strikes, fires, Government entities, acts of God or under any circumstances such as *force majeure*. Please be advised that vagaries in weather can and will affect the installation schedule. Any and all Liquidated or Consequential damages are not part of this contract and ARS shall not be financially penalized for any reason by any or all delays.
- 6) Labor will be performed and invoiced by Aquatic Renovation Systems, Inc.
- 7) Material will be furnished, shipped and invoiced by Poolequip LLC.
- 8) Pricing is provided in US Dollars.
- 9) Should the need for change orders arise from either party, no work will be performed prior to the execution of the change order by both parties. Further, the payment terms of any change order will be fifty percent (50%) upon execution of the change order with the balance due upon completion of said change order; unless other arrangements are agreed upon in writing by both parties.
- 10) No sales, use, local, county, state, B&O, privilege and/or other applicable taxes are included in this proposal, and purchaser agrees to pay all taxes imposed upon seller by state and/or federal regulation as it pertains to this contract. Taxes will be added and paid by purchaser unless a valid Sales Tax Exemption Form is provided. Use tax may still be required to be paid by the purchaser, even if the entity is tax exempt.
- 11) If either party does not comply with the terms and conditions set forth herein, then in addition to all other remedies available to the other party at law or in equity, the non-complying party shall be liable to the other party for its reasonable attorney fees, costs, and expenses incurred in enforcing the terms and conditions of this agreement.
- 12) This agreement and any amendments thereto shall be binding upon and inure to the benefit of the parties, their respective heirs, assigns, personal representatives and/or successors in interest.
- 13) The State Laws of the State of Indiana shall govern this Contract. Purchaser hereby agrees that the State of Indiana and Marion County possesses exclusive jurisdiction to resolve disputes arising under this Contract.
- 14) ARS is not responsible for any consequential or liquidated damages. In addition, damages resulting from any hydrostatic "ground water" conditions or from a leaking recirculation system causing the pool membrane to fail from such damage is not a warranted item. When applicable; existing pool piping, perimeter gutters and hydrostatic ground water testing will be the complete responsibility and cost to the owner.
- 15) ARS agrees to furnish a standard Insurance Certificate listing Purchaser as an additional insured, indicating proof of workmen's compensation coverage, and listing general liability protection limits of at least one million dollars (\$1,000,000.00).
- 16) RenoSys Corporation is not responsible for filling or draining of the swimming pool water; nor will RenoSys Corporation absorb such cost for any reason.
- 17) Please be advised that in the event that the project is cancelled by the owner or owners' representative, 25% of the total contract amount will be assessed to the purchaser.

Specifications and Contract Conditions for a RenoSys PVC Membrane System Installed

Primary pool lining membrane shall be a flexible 60 mil double ply PVC material UV stabilized, and reinforced with internal polyester webbing. The material shall be formulated using anti-fungal agents and manufactured specifically for use in the commercial pool environments. Clients purchasing RenoSys materials are solely responsible for determining the suitability and compatibility of the RenoSys products for their application. RenoSys will not be responsible for materials reaction to water, substrate, soil or pool chemicals.

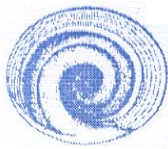
Geo-textile fabric underlayment of 100% polyester approximately 150 mils thick to isolate and separate the RenoSys PVC Membrane from the pool wall and floor. Depending on field conditions the use of a factory applied of equivalent quality Felt-back membrane product will be utilized. Geo-textile is an "if required" product and may not be applicable on every project. RenoSys shall be the sole agent to determine if Geo-Textile is necessary for your project.

Provide as required PVC coated RenoSys Metal to make for a satisfactory installation. Sanitizing agents to be applied as required onto the pool substrate to discourage microbial growth under the membrane system. Adhesives as required to attach the Geotextile fabric or membrane to the pool, or the membrane to the Geotextile. Flanges of 1/4" Hard White PVC, custom fabricated for use at all membrane penetrations where required.

The PVC membrane liner and liner installation shall be warranted against leakage for a period of (10) years. Deck caulking, concrete work, and any other work shall be warranted for a period of not less than one (1) year or the manufacturers' warranty period, whichever is greater. Pool equipment shall carry the manufacturer's warranty. We propose to provide and install the above system including: sanitizing, adhesives, RenoFelt, RenoSys 60 mil reinforced membrane, all compression flanges, hardware installation, and incidental equipment to make for a satisfactory installation. This quote also includes: general site clean-up and training of the owner's representative in operation and maintenance of the PVC membrane.

ARS shall maintain the right to salvage any fittings, PVC membrane or equipment replaced in the course of executing this installation contract. Standard material overages are supplied for the efficient execution of the project. Any excess material shall remain the property of ARS.

This proposal is based upon an assumption that the pool is of sound substrate suitable for mechanically fastening standard 1/4" to 3/16" sleeve anchors and other drive type fasteners to secure the membrane system at the perimeter and around pool penetrations. Hidden or unforeseen site conditions are to be repaired, if possible, at additional cost to the owner. ARS will execute the change orders prior to commencing work.



RenoSys®

Section I, Item A.

By entering into this contract, ARS assumes no responsibility for the correctness of the swimming pools depth in any area of the existing pool. The existing depth of the pool, diving hopper and any modifications required due to any misinformation in their regard are the responsibility of the purchaser. It shall remain the owner's responsibility to assure that all depths, safety features, and markings in the pool comply with applicable local and state pool codes.

Warranties for the completed scope of work will go into effect when the project is paid in full. There will be no warranties, or guarantees given, expressed or implied, by ARS, RenoSys Corporation or its agents except those provided in the official issued Warranty, as stated herein. The warranty offered covers only the pool shell membrane (and/or deck surface membrane if included in the contract) and excludes any contracted work associated with an existing perimeter overflow gutter system. In no event will ARS, RenoSys Corporation or its agents be held liable for any consequential or other damages whatsoever unless agreed upon in writing.

Unless other arrangements are made in advance and stipulated as part of this contract; others are responsible for removing, storing and re-installation of all obstructions that would hinder our work. These items include, but are not limited to: bulkheads, ladders, handrails, climbing walls, water features, equipment, furnishings, pool covers, etc...

The use of the pool by the owner, or those authorized to use the pool by the owner, shall constitute final completion and acceptance of the project by the owner. Issues that may arise with the pool subsequent to final completion shall be addressed in accordance with the terms and conditions of the warranty set forth herein. The parties specifically agree that any warranty issue, or a possible controlled leak, such as through a weep hole, shall not be reason for delayed payment of the amounts due under the terms and conditions of the contract.

RenoSys Installation Requirements:

This agreement must be executed and returned with the required "start-up" payment. This is to ascertain your understanding of the scope of work, our quote, and your responsibilities in the successful execution of your project. It is our intention to have your project go smoothly and be completed on schedule and within the budgeted amount. Your informing us of any potential complications before construction begins can save time and money. We sincerely want your project to be a model of success on which we all will look back with pride. Your assistance in accommodating our following needs will help us to better serve you.

Unless otherwise specifically noted in our quotation, ARS is expecting the following services and amenities to be freely available to our crews:

- 1.) Restroom facilities.
- 2.) Water with at least 40 lbs. of pressure within 50 feet of pools.
- 3.) 110 electric service & 230V, 60-amp service (when applicable for metal welding) within 50 feet of pools.
- 4.) Clear and reasonable access to the pool.
- 5.) Pools & pool decks are to be drained and/or generally clean upon arrival of our crew.
- 6.) It is expected that our crews will have complete access to the facility to work unrestricted hours at no additional cost to ARS.
- 7.) Provide parking for our vehicles at no charge to Aquatic Renovation Systems, Inc.

Photos and/or videos may be taken of your project for our own quality internal communication, advertising and marketing purposes. It is to be understood that ARS will be using such photos and videos for general marketing purposes.

Crews are under instructions to accept no direction from anyone onsite unless it is agreed upon in writing prior to work commencing. Please direct all communication regarding scope of work or request modifications to your assigned ARS project manager. Owner shall appoint one individual who will act as the "OWNERS REPRESENTATIVE" to answer questions that may arise.

The RenoSys PVC membrane is a reflective material, and any existing depressions, pits, cracks, or voids may remain visible upon completion.

Unless otherwise noted this quotation does not cover: special conditions, state, local or use taxes, Union affiliates, Davis-Bacon Wages, or differing site conditions from those detailed.

Page 3 of 3

Initial _____

Visit us on the web at... "www.renosys.com"

RenoSys Corporation

2825 East 55th Place • Indianapolis, IN 46220

Phone: 800.783.7005 • 317.251.0207

Fax: 317.251.0360 • e-mail: "renosys@aol.com"

STAFF REPORT

DATE: October 5, 2022

TO: Governing Body

FROM: City Attorney



RE: Amending the Fireworks ordinance to limit who can qualify for permit to sell

Background: Residents raised a concern that the current fireworks code allows anyone to qualify for a license to sell fireworks in Bel Aire regardless of their affiliation with a Bel Aire business or non-profit. This eliminated the incentive for distributors to partner with Bel Aire non-profits or Bel Aire brick and mortar businesses when applying for a permit to sell fireworks. Local non-profits rely on the funds they make by volunteering to assist with sales. The below proposed language would require any entity selling fireworks in Bel Aire to be affiliated with a Bel Aire commercial business or a non-profit.

Section 6.4.1 Fireworks

Except as hereinafter provided, it shall be unlawful for any person to sell display, detonate, discharge, and/or ignite fireworks as defined by the regulations of the Fire Marshal of the State of Kansas, within the corporate limits of the City.

Section 6.4.2 Permit to Sell or Transfer Fireworks; Purpose

The purpose of issuing a permit for the sale or transfer of fireworks pursuant to this Article is to permit a location for the sale of fireworks within the City while controlling the inconvenience, interference with pedestrian and vehicular traffic and danger to the public that may arise from the unregulated placement of said sale location(s).

Section 6.4.3 Sale or Transfer of Fireworks; Permit Required

It shall be unlawful for any person to sell, display for sale, offer to sell or give away any type of fireworks with the City without first qualifying for and paying the appropriate permit fee per establishment or premises. To qualify, each applicant must own or operate an existing business with a physical commercial, nonresidential, location in Bel Aire at the time of application and sale or be affiliated with and financially support a non-profit located in Bel Aire. The application and permit fee must be remitted to the City Clerk ~~securing a permit~~ prior to June 16th of the year for which such permit is requested. All references to “permit” within this Article shall refer to a permit issued pursuant to this section, unless specifically identified as a “Public Display Permit.”

Section 6.4.4 Permit Fee

The permit fee is based upon the total square footage of the tent, shed or other structure where fireworks are to be sold or displayed for sale. The permit fee for a tent, shed or other structure with a total square footage of up to 2500 square feet shall be \$2,500.00. The permit fee for a tent, shed or other structure with a total square footage in excess of 2500 square feet shall be a sum equal to one (1) dollar per square foot. The permit fee shall only be refundable upon failure of the applicant for permit to qualify for the permit.

City of Bel Aire, Kansas

STAFF REPORT

DATE: October 5, 2022



TO: Governing Body

FROM: City Attorney

RE: Dividing City into Wards

Background: Council members requested information about how the City could be divided into wards in the future to represent different areas of the City.

1. The default position of State Statute requires cities of the second class be divided into wards:

14.101: The city council shall divide the city into wards, which shall be as equal in population as practicable, establish the boundaries thereof, and number the same, and when the population of any city exceeds 4,000 the number of wards shall not be less than four, and the number of wards in any city not exceeding eight thousand (8,000) in population shall not be more than four, except that any city now legally organized with more than four wards duly represented in the council shall not be affected by the provisions of this act. The territory of each ward shall be contiguous and compact.

Two council members shall be elected from each ward at the city election in odd-numbered years. Council members shall have terms of two years and until successors are elected and qualified.

Thereupon, except as is otherwise provided by law, the county election officer shall provide for registration of voters within 10 days.

2. However, Home Rule (Article 12 section 5 of Kansas Constitution) and Attorney General Opinion 267 both allow a city of the second class to adopt a charter ordinance exempting itself from 14.101 upon majority vote of council.
3. In July of 1998 The City of Bel Aire passed a charter ordinance exempting itself from the requirement to have wards and established 5 at large council seats.

1. Discussion: Does the City want to go back to having wards represented by each council member? If so Council will need to do two steps.

Council will first need to repeal relevant charters related to at-large districts

Secondly council will need to pass an ordinance dividing the city into **equally populated (generally) contiguous and compact districts.**

(Published in the Ark Valley News
on the 9th day of July, 1998 and
on the 16th day of July, 1998.)

THE CITY OF BEL AIRE, KANSAS

CHARTER ORDINANCE NO. 7

A CHARTER ORDINANCE EXEMPTING THE CITY OF
BEL AIRE, KANSAS FROM CERTAIN TERMS AND
PROVISIONS OF K.S.A. 14-103 AND 14-204, AND
PROVIDING SUBSTITUTE PROVISIONS ON THE
SAME SUBJECTS, RELATING TO THE CONDUCT OF
ELECTIONS AND THE TENURE OF ELECTED CITY
OFFICIALS.

WHEREAS, the City of Bel Aire, Kansas has been designated as a city of
the second class; and

WHEREAS, the City of Bel Aire, Kansas deems it advisable to exempt
itself from certain state statutes generally applicable to cities of the second class;

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

Section 1. Exemption

The City of Bel Aire, Kansas, by virtue of the power vested in it by Article
12, Section 5 of the Constitution of the State of Kansas, hereby elects to make
inapplicable to it and exempts itself from the provisions of K.S.A. 14-103, and
those portions of K.S.A. 14-204 requiring the creation of wards and the election of
two council members from each ward for two year terms at the city election on
the first Tuesday in April of each odd-numbered year.

In exempting itself, the City of Bel Aire, Kansas finds that such provisions
are applicable to cities of the second class, but not uniformly applicable to all
cities. Therefore, the City of Bel Aire, Kansas hereby adopts substitute and
additional provisions on the same subject as hereinafter provided.

Section 2. Council Positions Established

There are hereby established five council member positions which shall be elected at large from the City of Bel Aire, Kansas. Two council member positions shall be filled by election on the first Tuesday in April in 1999. The remaining three council member positions shall be filled by election on the first Tuesday in April of 2001. The positions shall be elected for four (4) year terms.

Section 3. Existing Council Positions

The existing members of the Bel Aire City Council shall hold office for their existing terms and until their successors have been elected and qualified as provided for above.

Section 4. Effective Date

This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper and shall take effect 61 days after final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on this Charter Ordinance as provided in Article 12, Section 5 Subsection (c) (3) of the Constitution of the State of Kansas. If a sufficient petition for a referendum is filed, this Charter Ordinance shall become effective upon approval by a majority of electors voting thereon.

Passed by the City Council by not less than two-thirds of the members-elect voting in favor thereof this 7th day of July, 1998.

Approved by the Mayor this 7th day of July, 1998.


MAYOR, LYLE R. ACKERMAN

Seal

ATTEST:


CITY CLERK, SHERRYL L. CUTTER

MANAGERS REPORT



DATE October 6, 2022
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: October 11, 2022 Workshop Agenda

45th Street Engineering:

We know 45th street from Oliver to Woodlawn is in poor condition and in fact needs replaced. Engineering design will take approximately 2 years from approving the service contract to having the project ready to bid through KDOT. The advantages of getting design started is that it sets us up to be able to receive any open funds. It also gives us a better position when applying for grants since we have already invested in this project. This project is included in the current TIP but is not funded. There is a strong possibility that it will get funded in the next TIP, but that would delay construction until the 2025/2026-time frame. The other concern is the cost – since the cost is so high, it means that 45th would pretty much be the only project able to be funded during that cycle. The other option is utilizing Advanced Construction, or AC. With AC, the city would front the entire cost of the project and get paid back over a period of time, as scheduled in the TIP. Just because the city offers to do AC, does not guarantee that the project will get funded. It still will go through the same selection process as any other project but using AC will give WAMPO and the selection committee some flexibility as to how to break the project up into funding years and allow other projects to be funded as well. If the governing body is committed to a rebuild of 45th from Oliver to Woodlawn, an engineering firm needs to be hired to start the work. Our estimate is a cost of \$725,000 for engineering and can be paid for utilizing options outlined in previous workshops.

Central Park Pool:

The Central Park pool was originally built to be a neighborhood pool for Central Park. At that time, Central Park consisted of the current Central Park development as well as Elk Creek. Since the city has been responsible for the debt and the HOA does not have the dues to fund such a pool, the

city has run it as a municipal pool. It typically breaks even but expenses do not include water costs or rec staff time managing and maintaining the pool. The pool was built in 2005 at a cost of \$790,000. The annual debt service is \$41,000 per year and will be paid off in 2030.

The pool sits in a location with a high-water table that has caused issues in the past. There are some concerns with a pool liner and water seeping up from the ground. Brian will be at them meeting to explain the issues and discuss options.

Fireworks Ordinance:

Prior to 2009, fireworks were not allowed to be sold or detonated in Bel Aire. After much discussion amongst the Governing Body and input from citizens, fireworks ordinance 485 was approved. Said ordinance allowed fireworks to be sold for one week prior to July 4th, only 4 sales permits were allowed which had to be affiliated with a non-profit and fireworks could only be detonated on July 4th between specific hours. In 2015, the ordinance was amended to allow public displays as well as remove the requirement for non-profit affiliation. This was done as wholesale fireworks was purchasing a building along Woodlawn to sell fireworks from that location. The revised ordinance allowed for fireworks to be sold out of a building that meets zoning, fire and building codes and for organizations wishing to obtain a firework permit be given priority if they have held permits in the past. Being associated with a non-profit was removed. The Bel Aire Lions Club expressed concern earlier this year as they receive a substantial donation from a fireworks company for having a tent in Bel Aire. Any fireworks company could choose not the work with a nonprofit and still receive a Bel Aire permit. Jaci and I discussed options that would aid local nonprofits while also allowing a fireworks company that has invested in buying a building. The proposed language Jaci is proposing addresses both.

Council Wards:

While the Governing Body was discussing term limits and mayoral term, council wards came up. As Bel Aire continues to grow, there was a question regarding adequate representation from the different areas of town. Currently, the Mayor and all five council seats are elected at large. There could be an instance where a majority of the governing body live in one neighborhood. Council wards require representation from different areas based on population. In 1998, the Governing Body exempted Bel Aire from the ward system. The charter ordinance can be repealed thereby bringing back the ward system. Here are a few items to consider:

- There could be an instance where a majority of council members live in a neighborhood or block.
- Would these “neighbors” seek more improvements or services for their neighborhood than the rest of the city?
- Will it be difficult getting people to run from specific wards?
- Would ward members request equal money invested in their wards?
- By nature, the older neighborhoods with aging streets will receive more of street budget. Will ward members from new areas request new parks or improvements, walking paths and other amenities equal the investment in other wards?
- Has there been a problem with at large council members not addressing the need of the entire community?
- Are citizens calling for a ward system?
- Why did the Governing Body in 1998 charter out?