



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
May 16, 2023 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Tyler Dehn ____ Emily Hamburg ____
Justin Smith ____ John Welch ____

III. OPENING PRAYER: Mark Posson

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. PROCLAMATION

A. Memorial Day – May 29, 2023

B. National Public Works Week, May 21-27, 2023

C. National Kids to Parks Day - May 20, 2023

VI. DETERMINE AGENDA ADDITIONS

VII. CONSENT AGENDA

A. Minutes of the May 2, 2023 City Council meeting.

B. Approve Minutes of the May 9, 2023 City Council special meeting.

C. Approve the reappointment of Ty Lasher as City Manager for the next twelve months.

D. Approve the reappointment of Jennifer Hill as Interim City Attorney for the next two months or until the new City Attorney is appointed.

E. Approve the reappointment of Terry Beall as Municipal Court Judge for the next twelve months.

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

Motion _____ Second _____ Vote _____

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No 23-09 in the amount of \$2,435,988.57.

Action: Motion to (approve / deny / table) Appropriations Ordinance No 23-09.

Motion _____ Second _____ Vote _____

IX. CITY REQUESTED APPEARANCES

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. If more time is needed, you may request an extension from the Mayor.*

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 approving an amended application for Retail Sale of Fireworks Permit from Bellino Fireworks Kansas, Inc / Bel Aire Lions Club, for a tent to be located near the northwest corner of 45th & Woodlawn. Approval is conditioned upon approval of the site and inspection by the Sedgwick County Fire Department.

Action: Motion to (approve / deny / table) the amended application for Retail Sale of Fireworks Permit from Bellino Fireworks Kansas, Inc / Bel Aire Lions Club, for a tent to be located near the northwest corner of 45th & Woodlawn, conditioned upon approval and inspection by the Sedgwick County Fire Department.

Motion _____ Second _____ Vote _____

B. Consideration of a request from Waste Connections to increase trash rates by 2%.

Action: Motion to (approve / deny / table) a ____% rate increase for trash and recycling to Waste Connections effective July 1, 2022 and adjust Bel Aire utility rates to reflect the increase.

Motion _____ Second _____ Vote _____

C. Consideration of A Resolution Concerning Service, License And Permit Fees Within The Corporate Limits Of The City Of Bel Aire, Kansas (Amending Fee Schedule 2023).

Action: Motion to (approve / deny / table) A Resolution Concerning Service, License And Permit Fees Within The Corporate Limits Of The City Of Bel Aire, Kansas as (presented / amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of an Ordinance for a Conditional Use (CON-23-03) LED backlit sign at the Resurrection Catholic School in R-6 zoning.

Action: Motion to (accept / deny / table) an Ordinance for a Conditional Use (CON-23-03) LED backlit sign at the Resurrection Catholic School in R-6 zoning and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____ Mayor Jim Benage _____

E. Consideration of An Order (V-23-02) Vacating A Portion Of A Platted Building Setback Line On Certain Property Located In Villas at Prestwick Within The Corporate City Limits Of The City Of Bel Aire, Kansas (Lot 20, Block 1).

Action: Motion to (approve / deny / table) an order vacating a portion of a platted building setback line on certain property located in Villas at Prestwick Addition within the corporate city limits of the City of Bel Aire, Kansas and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____ Mayor Jim Benage _____

F. Consideration of accepting a bid for Cedar Pass Water and Storm Sewer Improvements. Three bids were received:

<u>Contractor</u>	<u>Total Bid</u>
<i>Engineer's Estimate</i>	<i>\$1,264,124.75</i>
Apex	\$1,200,314.92
Mies	\$1,105,761.87
Nowak	\$1,049,176.90

Action: Motion to (accept / deny / table) the bid from _____ in the amount of \$_____ for the Cedar Pass Water and Storm Sewer Improvements and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

G. Consideration of Third Addendum to the Water Service Area Agreement USDA Loan Involved, including Compensation for Territory and Facilities and Permanent Water Service Territories between the City of Bel Aire and Sedgwick County Rural Water District No. 1.

Action: Motion to (approve / deny / table) the Third Addendum to the Water Service Area Agreement USDA Loan Involved, including Compensation for Territory and Facilities and Permanent Water Service Territories between the City of Bel Aire and Sedgwick County Rural Water District No. 1, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

H. Consideration of an Employment Agreement for the City Attorney position by and between the City of Bel Aire and Maria Schrock.

Action: Motion to (approve / deny / table) an Employment Agreement for the City Attorney position by and between the City of Bel Aire and Maria Schrock (as presented / amended).

Motion _____ Second _____ Vote _____

I. Consideration of a Flock Safety System within the City of Bel Aire.

Action: Motion to (approve / deny) the installation of five Flock System Cameras within the City Limits of Bel Aire and authorize the required signatures.

Motion _____ Second _____ Vote _____

XIII. EXECUTIVE SESSION

Action: Motion to go into executive session for the sole purpose of discussing the subject of: _____, pursuant to KSA 75-4319 exception for _____. Invite the: _____. The meeting will be for a period of (____) minutes, and the open meeting will resume in City Council Chambers at (____) p.m.

Motion _____ Second _____ Vote _____

XIV. DISCUSSION AND FUTURE ISSUES

XV. ADJOURNMENT

Action: Motion to adjourn.

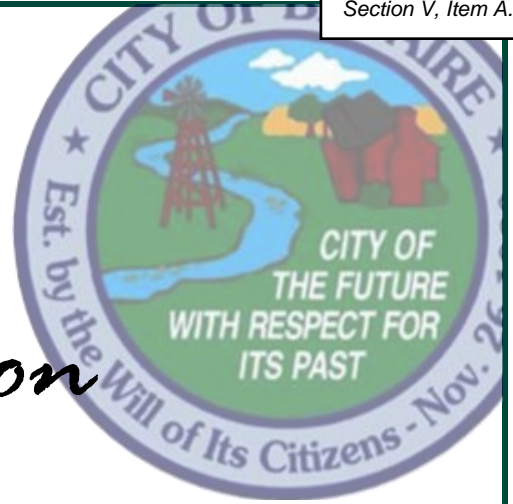
Motion _____ Second _____ Vote _____

Additional Attachments

- A. Community Development Monthly Report, April 2023
- B. Recreation Center Monthly Report, April 2023
- C. City Manager's Report - May 16, 2023

Notice

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



Proclamation

Memorial Day 2023

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, since 1868, Memorial Day has been uniquely an American day of remembrance on which we pay our respects and honor the memory of more than one million Americans who died in battle and made the ultimate sacrifice for our country and our freedoms; and

WHEREAS, in keeping with the traditions that have preceded us, many of us have friends and family members who have selflessly given themselves to the future of this great nation and who we honor on this day; and

WHEREAS, these soldiers were someone's child, spouse, parent and it is important that we remember every day, in this great nation, that our freedom came at a price; and

WHEREAS, veterans have bravely served in all parts of the world, not only fighting for our freedoms but for all mankind; and

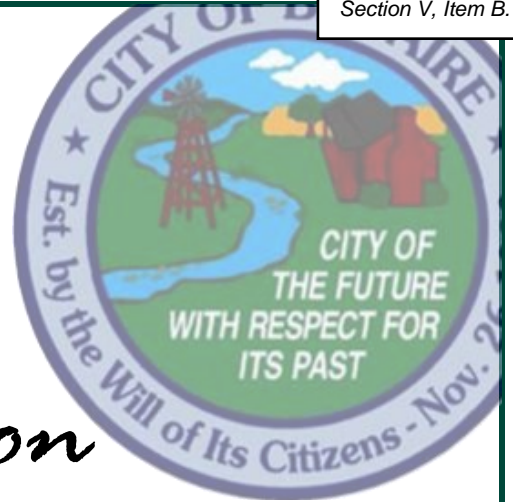
WHEREAS, the City of Bel Aire Kansas joins with other cities throughout the State of Kansas and the United States of America in honoring those who have given their lives and recognizing that their sacrifices were noble, their heroism unparalleled and their dedication to God and Country unforgettable.

NOW, THEREFORE, I Jim Benage, by virtue of the power and authority vested in me as Mayor of the City of Bel Aire do hereby proclaim May 30th as Memorial Day in the City of Bel Aire and do urge all our citizens to join in remembering our veterans.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 16th day of May, 2023.

Jim Benage, Mayor

A decorative graphic consisting of three stylized, overlapping blue wavy lines that sweep from the left towards the right, positioned below the Mayor's signature line.



Proclamation

National Public Works Week, May 21-27, 2023

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed public is vital to the efficient operation of public works systems and programs including water, sewer, streets, public buildings, solid waste collection, landfill, wastewater disposal, code enforcement and engineering to provide these essential services to our citizens; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of public works officials; and

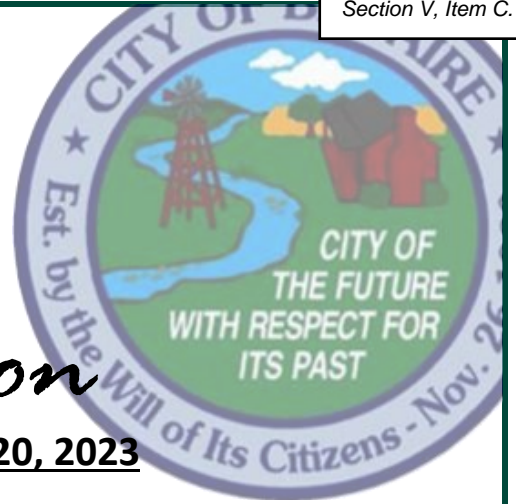
WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Jim Benage, Mayor of the City of Bel Aire, do hereby proclaim the week of May 21-27, 2023 as **National Public Works Week** in the City of Bel Aire, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 16th day of May, 2023.

Jim Benage, Mayor





Proclamation

National Kids to Parks Day May 20, 2023

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, May 20th is the Thirteenth National Kids to Parks Day organized and launched by the National Park Trust; and

WHEREAS, National Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks because of the decline in Park attendance over the last decades; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, National Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, National Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

THEREFORE, I Jim Benage, Mayor, do hereby proclaim May 20th as National Kids to Parks Day in Bel Aire and urge residents of Bel Aire to make time on this day to take the children in their lives to a neighborhood, state or national park.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 16th day of May, 2023.

Jim Benage, Mayor





MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
May 02, 2023 7:00 PM



I. CALL TO ORDER: Council President Justin Smith called the meeting to order at 7:00 p.m.

II. ROLL CALL

Present were Greg Davied, Tyler Dehn, Emily Hamburg, and Justin Smith. Mayor Jim Benage and Councilmember John Welch participated by videoconference.

Also present were City Manager Ty Lasher, Interim City Attorney Jennifer Hill, City Engineer Anne Stephens, Director of Community Development Jay Cook, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Father Michael Schemm provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Council President Smith led the pledge of allegiance.

V. PROCLAMATION

A. Older Americans Month - May 2023

B. Public Service Recognition Week – May 7-13, 2023

Council President Smith read and signed the Proclamations.

VI. DETERMINE AGENDA ADDITIONS: There were no additions.

VII. CONSENT AGENDA

A. Approve Minutes of the April 18, 2023 City Council meeting.

B. Confirm the Mayor's reappointment of David Floyd to the Planning Commission. The term will expire June 1, 2026.

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

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 23-08 in the amount of \$473,970.78.

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance 23-08. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

IX. CITY REQUESTED APPEARANCES

A. 45th Street Design Update - Ken Lee, PE, Garver

B. Woodlawn Construction Update - Pat Herman, Garver

Representatives from Garver presented updates to the Council and stood for questions.

X. CITIZEN CONCERNS

Carol Russell, 6218 E 45th Street N, spoke about her concerns regarding the development near her home in Bel Aire Heights.

Gary Jantz, 6200 E 45th St N, also spoke about his concerns regarding the development near his home in Bel Aire Heights.

XI. REPORTS

A. Council Member Reports

Councilmember Hamburg reported she attended CCUA last Thursday as alternate in place of Mayor Benage. She also attended the Arbor Day Celebration hosted by the Tree Board and volunteered at the E-recycling and Shredding Day hosted by the Bel Aire Lion’s Club.

Councilmember Dehn reported that he attended two events at Isely Elementary recently: STEM night and a music program. He reported that the Bel Aire Chamber will meet to tour the local Fed Ex facility at their next meeting. He also recognized a local organization, SCKEDD, for being selected for a joint tech assistance initiative with the Kansas Department of Commerce. He thanked City Manager Lasher, City staff and Topeka leaders for their work on the BASE grant which was recently awarded to Bel Aire.

Councilmember Davied and Council President Smith briefly reported on the latest meeting of the Chisholm Creek Utility Authority (CCUA).

Councilmember Welch reminded residents that the city-wide garage sale will be held this weekend.

B. Mayor's Report

Mayor Benage reported he attended the Arbor Day celebration and the E-Recycling and Shredding Day. He gave a brief update on Woodlawn construction progress. Mayor Benage also

recognized two Northeast Magnet High School students for their submissions in the congressional art contest: Adanya DeVries, received honorable mention and Brooklyn Hicks received the People’s Choice Award.

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

D. **City Manager Report**

City Manager Lasher reported that the City is one of four recipients for the Kansas BASE grant. The grant will provide \$4.7 million, with a \$1.5 million matching funds requirement, for infrastructure improvements related to Sunflower Commerce Park and Integra. He thanked the Bel Aire Lions Club for their work at the E recycling and Shredding Day. He also recognized Public Works Director Marty McGee for Employee of the Quarter, and City Clerk Melissa Krehbiel for City Clerk’s week.

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

A. **Consider the recommendation of the Aurora Parks Gravel Roads Task Force to test gravel and accept a quote from Northridge Sand, LLC for 1-inch hard rock gravel.**

City staff and Task Force members Sean Matheny and Chad Crittenden presented information to the Council and stood for questions.

MOTION: Councilmember Davied moved to accept the recommendation of the Aurora Parks Gravel Roads Task Force to test gravel as presented and accept the bid from Northridge Sand, LLC for 1-inch hard rock gravel in the amount not to exceed \$8,000 and authorize the City Manager to sign all related documents. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

B. **Consideration of a quote for a used Vactor tandem axle combination sewer cleaner truck in the amount of \$305,825.00.**

MOTION: Councilmember Hamburg moved to approve the quote from Key Equipment and Supply Co for a used Vactor tandem axle combination sewer cleaner truck in the amount not to exceed \$305,825.00 and authorize the City Manager to sign. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

C. **Consideration of a bid for manhole rehab. Two bids were received:**

<u>Contractor</u>	<u>Total Bid</u>
UMC	\$129,500.00
Mayer	\$135,680.00 / \$81,832.00 (geopolymer)
Johnson Service Co	No Bid

MOTION: Councilmember Dehn moved to accept the bid from UMC at a cost not to exceed \$129,500.00 for manhole rehab and authorize the City Manager to sign. Council President Smith seconded the motion. ***Motion carried 5-0.***

D. 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 the Arthur Heights PUD (PUD-23-01).

MOTION: Councilmember Hamburg moved to accept the dedications within the Final Plat for Arthur Heights PUD and authorize all required signatures. Councilmember Dehn seconded the motion.

Roll Call Vote:

Greg Davied – Aye	Tyler Dehn - Aye	Emily Hamburg - Aye
Justin Smith -Aye	John Welch - Aye	Jim Benage: - Aye

Motion carried 6-0.

E. 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 Bel Aire Lakes (SD-23-03).

Council members expressed concern that the plat does not include a park.

MOTION: Councilmember Hamburg moved to accept the dedications within the Final Plat for Bel Aire Lakes (SD-23-03) and authorize all required signatures.

Councilmember Dehn seconded the motion.

Roll Call Vote:

Greg Davied – Aye	Tyler Dehn - Aye	Emily Hamburg - Aye
Justin Smith -Aye	John Welch - Aye	Jim Benage: - Nay

Motion carried 5-1, with Mayor Jim Benage voting against the motion.

XIII. EXECUTIVE SESSION

A. Executive Session

MOTION: Councilmember Dehn moved to go into executive session for the sole purpose of discussing the subject of: Attorney-Client consultation regarding contractual obligations pursuant to KSA 75-4319 exception for attorney-client privilege. Invite the City Manager, Interim City Attorney, Brian Meier and Ken Lee. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 9:00 p.m. Councilmember Davied seconded the motion. **Motion carried 5-0.**

The Council then held an executive session. At 9:07 p.m. Council President Justin Smith called the meeting back to order in open session. He stated no binding action had been taken.

MOTION: Councilmember Dehn moved to extend the executive session for 10 minutes, with the open meeting to resume in Council chambers at 9:17 p.m. Councilmember Davied seconded the motion. **Motion carried 5-0.**

The Council then returned to executive session. At 9:20 p.m. Council President Justin Smith called the meeting back to order in open session. He stated no binding action had been taken.

B. Executive Session

MOTION: Councilmember Dehn moved to go into executive session for the sole purpose of discussing the subject of: matters of non-elected personnel; pursuant to the KSA 75-4319 exception for the same. Invite the City Manager and Interim City Attorney. The meeting will be for a period of 30 minutes, and the open meeting will resume in Council Chambers at 9:50 p.m. Councilmember Welch seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 9:58 p.m. Council President Justin Smith called the meeting back to order in open session. He stated no binding action had been taken.

XIV. DISCUSSION AND FUTURE ISSUES

A. Workshop - May 9, 2023 at 6:30 pm?

The Council briefly discussed the agenda topics for the next City Council workshop, which will be held on May 9, 2023 at 6:30 p.m.

XV. ADJOURNMENT

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

The meeting was adjourned at 10:00 p.m.



MINUTES CITY COUNCIL SPECIAL MEETING

7651 E. Central Park Ave, Bel Aire, KS
May 09, 2023 6:00 PM



I. **CALL TO ORDER:** Mayor Jim Benage called the meeting to order at 6:03 p.m.

II. **ROLL CALL**

Present were Tyler Dehn, Emily Hamburg, and John Welch. Councilmembers Greg Davied and Justin Smith arrived after roll call. City Manager Ty Lasher was also present.

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

A. **Consideration of a response letter by CCUA to KDHE regarding KDHE Case #22-E-035-BOW.**

MOTION: Councilmember Smith moved to receive and file the response letter by CCUA to KDHE regarding KDHE Case # 22-E-035-BOW as amended with the dates corrected. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

IV. **EXECUTIVE SESSION**

MOTION: Councilmember Dehn moved to go into executive session for the sole purpose of discussing the subject of: matters of non-elected personnel; pursuant to the KSA 75-4319 exception for the same, and invite the City Manager. The meeting will be for a period of 10 minutes, and the open meeting will resume in Council Chambers at 6:38 p.m. Councilmember Smith seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 6:40 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

V. **ADJOURNMENT**

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

The meeting was adjourned at 6:40 p.m.

CITY OF BEL AIRE		
AP ORD 23-09		
Vendor and Payroll Checks 04/25-05/09-23		
AGH	2022 AUDIT PROGRESS	\$ 3,000.00
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION	\$ 78.00
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES/EQUIP	\$ 914.09
APEX EXCAVATING	CEDAR PASS PH1 SS	\$ 197,394.77
ARC DOCUMENT SOLUTIONS	MAP PRINTER:MONTHLY PRINTING	\$ 14.91
ARK VALLEY NEWS	COMMUNITY GUIDE ADS	\$ 320.00
AT&T - U-VERSE	INTERNET BACKUP	\$ 105.00
BLUE SKY SATELLITE SERVIE	REFUND:PERMIT BLD-23-70	\$ 324.00
BRAINARD, NATHAN W	YOUTH SPORTS OFFICIAL	\$ 255.00
CALVIN OPP CONCRETE INC	SIDEWALK:CENTRAL PARK-ISLEY	\$ 25,700.00
CHENEY DOOR COMPANY, INC	PW NORTH DOOR REPAIR	\$ 332.00
CHISHOLM TRAIL STATE BANK	CHARGEBACK FEE-REFUNDED	\$ 7.50
CINTAS CORPORATION	PW UNIFORMS/PD MATS	\$ 1,857.01
CINTAS FIRST AID & SAFETY	PD:RESTOCK FIRST AID	\$ 158.78
CLARENCE LINEAR	REFUND:T BALL	\$ 76.00
CONRADY, SLOANE	YOUTH SPORTS OFFICIAL	\$ 77.00
CORE & MAIN LP	WATER METERS, SERV INSTALL PARTS	\$ 18,016.96
COUNTRYSIDE LAWN & TREE C	FERTILIZER APPLICATIONS CH & PARKS	\$ 3,764.98
CREATIVE AWARDS & SCREEN	TREE PLAQUE-2023 ARBOR DAY	\$ 33.50
CUMMINS SALES & SERVICE	ANNUAL INSP/SVC GENERATOR LIFT STATIONS & CH	\$ 5,345.44
DONDLINGER & SONS CONSTRU	WOODLAWN WATERLINE LOWERING	\$ 38,550.00
ECITY TRANSACTIONS, LLC	04/23 ONLINE PYT SERVICE	\$ 450.00
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 592.00
EVERGREEN RECYCLE	TREE MULCH AND BRUSH DROP OFF	\$ 841.47
EVERGY - FUND/DEPT BILLIN	ELEC SVC:PUBIC AREAS	\$ 2,607.98
EVERGY - STREET LIGHTS	ELEC SVC:STREET LIGHTING	\$ 200.67
EVERGY-PUBLIC BLDGS	ELEC SVC:CITY BLDGS	\$ 2,301.12
EWING IRRIGATION PRODUCTS	REC:IRRIGATION PARTS	\$ 377.31
FELIX'S LANDSCAPING & IRR	REC IRRIGATION REPAIR	\$ 1,050.00
FICA/FEDERAL W/H	FED/FICA TAX	\$ 23,788.46
FIRESTONE	FLEET MAINTENANCE #29	\$ 261.96
GALAXIE BUSINESS EQUIPMEN	LASERFICHE SCANNING PROCESSES	\$ 810.00
GORDON, MICHAEL	PER DIEM KCJIS CONFERENCE	\$ 290.61
HARDWICK, HAYDEN	YOUTH SPORTS OFFICIAL	\$ 209.00
HARDWICK, NICHALAS	YOUTH SPORTS OFFICIAL	\$ 60.00
HASTY AWARDS	REC PROGRAM AWARDS	\$ 60.68
HAWKS INTER-STATE PESTMAS	04/23:PEST CONTROL:REC & CH	\$ 174.52
HESS, MARTY	YOGA INSTRUCTOR	\$ 120.00
ICMA MEMBERSHIP	2023 ICMA DUES:LASHER	\$ 1,084.00
IDEATEK TELECOM	04/23 HOSTED PHONE SERV	\$ 645.73
JAMES CARRICO	WITNESS FEES	\$ 10.00
JESSICA SCOTT	REFUND:COED MACHINE PITCH	\$ 38.00

KANSAS GOLF AND TURF-WICH	TRIMMER LINE	\$ 72.81
KANSAS ONE-CALL SYSTEMS	LOCATE FEES:428 FOR 04/23	\$ 513.60
KANSAS PAVING	53RD ST REPAIRS	\$ 29,950.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,062.85
KS DEPT TRANSPORTATION	K254 STUDY # KA-6499-01	\$ 11,100.00
KS GAS - MAINT SHOP: 4103	GAS SVC:MAINT SHOP	\$ 769.13
KS GAS - PUMPHOUSE: 4105	GAS SVC:PUMPHOUSE	\$ 148.30
KS GAS - REC	GAS SVC:REC	\$ 607.86
KS GAS-CH	GAS SVC:CH	\$ 719.44
KS GAS-POOL	GAS SVC:POOL	\$ 136.83
KS PUBLIC EMPL RETIRE SYS	KPERS TIER 3	\$ 15,511.44
KS TREASURER - BOND SVC	BOND INTEREST PAYMENTS	\$ 478,411.07
KS TREASURER - COURT FEES	03/23:COURT FEES	\$ 2,532.81
KUCE LEO TRAINING	KS POLICE ADMINISTRATION	\$ 350.00
LKM	ATTY JOB POSTING	\$ 200.00
MAXIMUM OUTDOOR EQUIPM	REC:MOWER OIL.FILTER	\$ 24.47
MCCOSKEY, CRAIG A	CONTRACT MOWING	\$ 400.00
MIES CONSTRUCTION, INC	CHAPEL LANDING PH2	\$ 82,179.75
NATIONAL SCREENING BUREAU	NEW HIRE BACKGROUND CHECK	\$ 10.00
NCSI	COACH BACKGROUND CHECKS	\$ 385.00
PATSY CARRICO	WITNESS FEE	\$ 10.00
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 1,065.99
PUBLIC WORKS & UTILITIES	1,764,750 GAL:03/07-04/05/23	\$ 8,879.49
QUILL CORP	OFFICE SUPPLIES/EQUIP	\$ 1,438.97
RUIZ CONCRETE	2022 SIDEWALK GRANT PROJECTS	\$ 12,000.00
RUSTY ECK FORD PARTS & SE	PD #30 REP:PLUGS/COIL	\$ 627.20
SECURITY BANK OF KANSAS C	PBC2021 INT/PRINC PYT	\$ 1,040,458.65
SITEONE LANDSCAPE S	CITY ENTRANCES LANDSCAPING	\$ 2,367.10
SOERGEL, WYNN	YOUTH SPORTS OFFICIAL	\$ 99.00
SUPERIOR RUBBER STAMP	PW:RUBBER STAMPS	\$ 177.00
SURENCY	05/23 VISION INSURANCE	\$ 1,021.35
SYDNEY MARTENS	RESTITUTION PYT 2	\$ 240.00
UNION PACIFIC RAILROAD CO	WOODLAWN XING SURFACE	\$ 190,767.81
UTILITY MAINTENANCE CONTR	SEWER POINT REPAIRS	\$ 94,780.00
VERIZON WIRELESS:CELL PHS	CELL PHONE SVC	\$ 3,681.66
WADE, TERESA	TAEKWONDO INSTRUCTOR	\$ 160.00
WASTE CONNECTIONS, INC	TRASH DISPOSAL SVC:MAINT SHOP	\$ 179.64
WASTE CONNECTIONS, INC.	04/23 RECYCLE OR TRASH SVC	\$ 39,916.60
WICHITA WINWATER WORKS	WATER SVC MAINTENANCE SUPPLIES	\$ 1,625.63
WICHMAN, GARRETT	KACE CONF-MILEAGE	\$ 65.63
WILLIAMS, JOY:ATTY AT LAW	PROSECUTOR SVC	\$ 543.75
PAYROLL CHECKS	PAYROLL CHECKS ON 04/26/2023	\$ 74,662.75
	CLAIMS TOTAL	\$ 2,435,988.57

AK.
MAY 10 2023



CITY OF BEL AIRE



APPLICATION FOR RETAIL SALES OF FIREWORKS

Date of Application: 05/08/2023

Square footage of Structure: 2400 sq ft.

Dates of Operation: June 27 through July 4 of the same year as date of application

Fireworks may be sold from **8:00 a.m. – 10:00 p.m. only**

Permit fees are \$2,500 for structures of 2,500 square feet & under
Structures in excess of 2,500 square feet shall be \$1.00 per square foot.

All Applications must be accompanied with:

- ✓ 1) permit fee received 02/02/23
- ✓ 2) a copy of Sedgwick Co. Fire Dept. tent application (if applicable) received 05/08/23
- ✓ 3) Site diagram (including all signage) received 05/08/23
- 4) Insurance certificate(s) including: received 05/08/23
- ✓ -General comprehensive liability insurance, minimum coverage of \$500,000 per occurrence, with the City of Bel Aire, Kansas, named as an additional insured; AND
- ✓ -Product liability insurance, minimum coverage of \$500,000 per occurrence for products sold and/or stored within the city by the vendor

OFFICE USE ONLY

APPLICATION REVIEWED AND:

APPROVED _____ DENIED _____

Permit Fee: \$2,500 Receipt # 649860

County Application 5/08/23

Permit # _____

Acceptance/Denial Letter Date: _____

LOCATION REQUESTED: NW Corner of E 45th St. N & N Woodlawn Blvd

APPLICANT NAME: Bellino Fireworks Kansas, Inc.

ORGANIZATION/BUSINESS Bel Aire Lions Club

ADDRESS: 501 Olson Drive Suite 210 Papillion, NE 68046

NAME & PHONE NUMBER OF RESPONSIBLE PARTY Marcus Myers (316) 992-8048

KS STATE SALES TAX # 004-834670866F-01

EMAIL ADDRESS kaela@bellinoenterprises.com

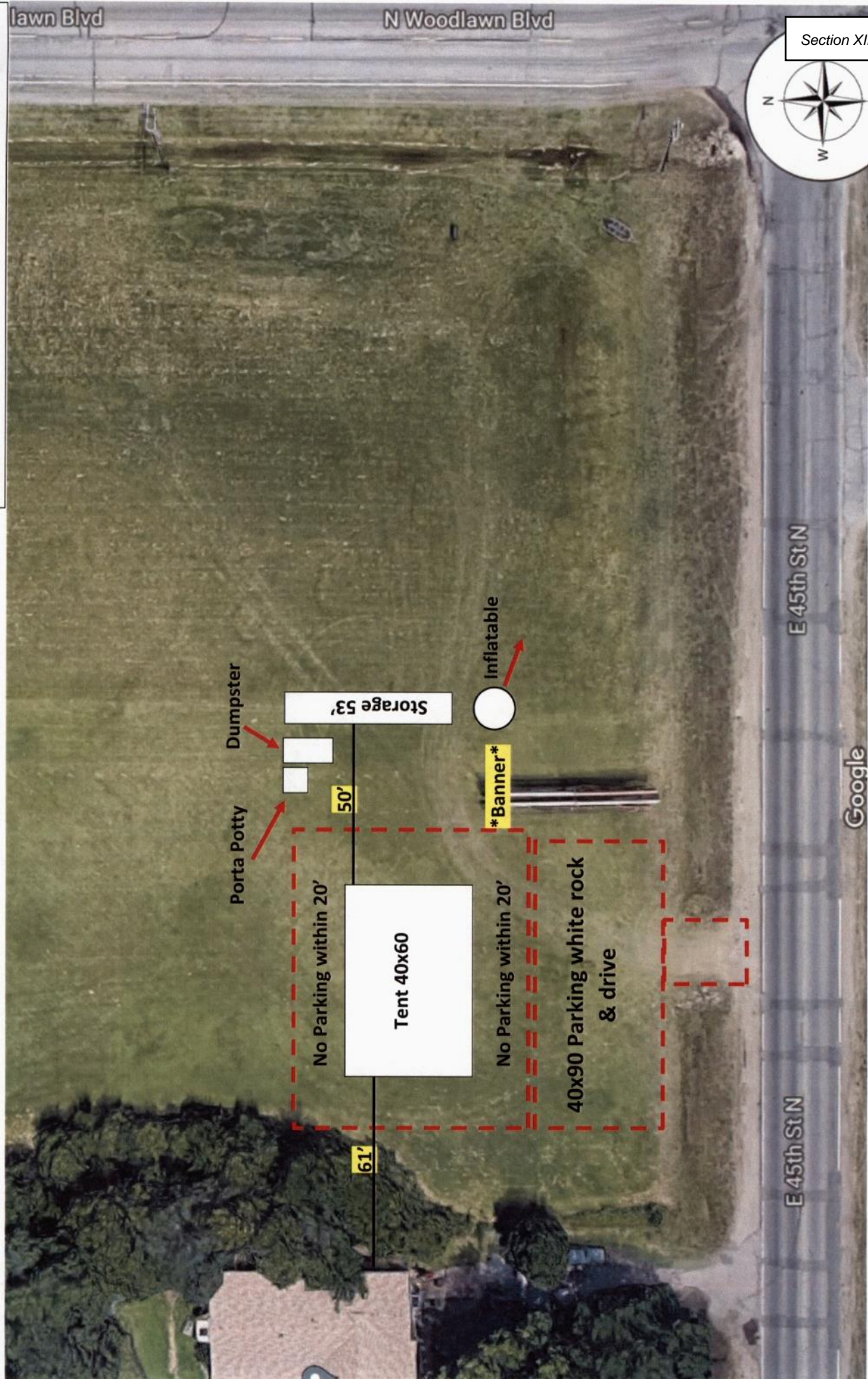
Kaela Riepl
SIGNATURE OF RESPONSIBLE PARTY

05/08/2023
DATE

APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____, 20____.

CITY CLERK

[Signature]
CODE ENFORCEMENT OFFICER





City of Bel Aire, Kansas

City Of Bel Aire, Ks.
Ty Lasher, City Manager

April 26, 2023

Dear Ty,

Waste Connections appreciates the opportunity to service the trash hauling needs for the City of Bel Aire. We value our business relationship and look forward to continuing our partnership for many years to come.

Waste Connections would like to request a two percent (2%) increase effective June 1, 2023. In the past seven (7) years Waste Connections has received a total of four-point five percent (4.5%) price increase. In 2018 and in 2019 we were denied an increase, two years ago due to COVID-19 pandemic we didn't request an increase. In 2021 we were allowed a one percent (1%) increase, and in 2022 we were allowed the requested two percent (2%) increase.

In the past twenty-four (24) months we and all other businesses has seen most operating expenses increase significantly.

Please consider our request of a two percent (2%) effective June 1, 2023.

The rates with the two percent (2%) will be the following:

	<u>June 2022 Rates</u>	<u>June 2023 Rates</u>
1-95-gallon residential cart	\$9.67 per month	\$9.86 per month
2-95-gallon residential carts	\$14.90 per month	\$15.20 per month
1-65-gallon residential cart	\$8.62 per month	\$8.79 per month
1-95-gallon recycle cart	\$3.40 per month	\$3.47 per month

Once again, we would like to thank you for your community's support. Please feel free to call me if you have any questions or concerns.

Sincerely,

Herschel West
Waste Connections of Kansas
Municipal Marketing Manager
Office: 316-838-4973 / Cell: 316-253-8023

AGREEMENT FOR SOLID WASTE COLLECTION AND SINGLE STREAM RECYCLE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2016, by and between The City of Bel Aire, Kansas, a municipality organized and existing under and by virtue of the laws of the State of Kansas ("City"), and Waste Connections of Kansas, Inc. ("Hauler").

WHEREAS, City issued an Request for Proposal for Solid Waste and Recycle Services (RFP) which is attached hereto and incorporated herein as Attachment A, and one clarification letter which is attached hereto and incorporated herein as Attachment B;

WHEREAS, Hauler submitted a proposal in response to City's RFP which is attached hereto and incorporated herein as Attachment C;

WHEREAS, City accepted Hauler's proposal March 17, 2016, and authorized negotiation for a ten year agreement.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, and within Attachments A, B, and C the parties hereto agree as follows:

1. OBLIGATIONS AND STANDARDS OF HAULER.

- A. Hauler will provide solid waste collection once per week to all commercial and residential properties which have contracted with the City for solid waste collection service. As of March 1, 2016, the City billed 2, 294 accounts per month for solid waste collection service. Hauler will notify City of any additional costs, such as extra bag fees, to include within any customer's bill. Hauler will collect fees for bulky items from customer at time of service.
- B. Hauler will provide single stream curbside recycling every other week for all single-family and duplex households in the City. As of March 1, 2016, the City billed 2,459 accounts per month for single stream curbside recycling service.
- C. Hauler will provide the following associated services to the City:
 - (1) Trash carts and portable restroom services for Bel Aire Recreation Center. Hauler will pay disposal costs.
 - (2) Trash and recycle carts for Bel Aire Public Works Facility. Hauler will pay disposal costs.
 - (3) A twenty (20) yard roll-off dumpster at Bel Aire Public Works Facility. City will pay costs associated with disposal of roll-off dumpster.
 - (4) Trash carts and recycle carts for Bel Aire Swimming Pool from May 15th to August 15th of each year. Hauler will pay disposal costs.
 - (5) Portable restroom at Bel Aire Park. Hauler will pay disposal costs.
 - (6) Trucks and drivers to support semi-annual bulk curbside collection of non-hazardous materials. Hauler will pay disposal costs.

- (7) Equipment to shred personal documents at an annual City shredding event.
Hauler will pay disposal costs.
- (8) Trash carts and portable restrooms for City's Spring Festival and Fall Festival.
Hauler will pay disposal costs.

- D. City and its residents shall not deposit in Hauler's equipment or place for collection by hauler any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infection, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulation ("Excluded Waste"). Notwithstanding any other term contained herein, the Hauler reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with resident/generator of such Excluded Waste, even if the Hauler inadvertently collects and disposes of such Excluded Waste. If the Hauler finds what reasonably appears to be discarded Exclude Waste, the Hauler shall notify the resident/business/generator, if such can be determined, that the Hauler may not lawfully collect such Excluded Waste and leave a tag specifying the nearest location available for appropriate disposal.
- E. Scope of Services shall be in conformance with the provisions of the RFP, Attachment 1, in its entirety, and specifically with § 4.1.2 of the RFP, as well as those additional standards set forth within Hauler's Proposal, Attachment 3, associated with customer service and communications standards.

2. OBLIGATIONS AND STANDARDS OF CITY.

- A. City shall notify all City residents that the exclusive provider of residential curbside single stream recycling
- B. City shall notify all City residents the preferred, although not exclusive, solid waste collection and disposal services provider is Waste Connections of Kansas, Inc.
- C. City shall offer all new residents to the City the opportunity to select Waste Connections of Kansas, Inc. as their solid waste collection provider at the same time that such new residents obtain other City utility services, including recycling service.
- D. City shall provide billing and collection services in association with recycling collection service, and solid waste collection service provided by Hauler for properties located within City.
- E. City shall remit payments to Hauler monthly.
- F. City warrants that City's pavement, curbing or other driving surface or any right of way reasonably necessary for Hauler to provide the services described herein are sufficient to bear the weight to all of Hauler's equipment and vehicles reasonably required to perform such services. Hauler will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and City agrees to assume all liability for any such damage, which results from the weight of Hauler's vehicles providing service within City.
- G. Hauler shall not be liable for delays in its performance hereunder due to uncontrollable circumstances to the extent such occurrence is beyond the reasonable control of Hauler and Hauler makes prompt, diligent and continuous efforts to resume performance. For purposes of this section, "uncontrollable circumstances" shall mean: the landfill to

which solid waste is being hauled is closed for two consecutive working days; riots; war or emergency declared by the President, Congress or the Governor of Kansas, and affecting City or Hauler; sabotage; acts of terrorism; civil disturbance; insurrection; explosion; natural disasters and severe weather such as tornados, significant rain and snow storms, floods, earthquakes, landslides and fires; strikes, lockouts and other labor disturbances; or other similar or dissimilar events which are beyond the reasonable control of Hauler.

3. SERVICE RATES.

Recycle: \$ 3.25/month/customer: One (1) 95 gallon bi-weekly curbside recycling service

Weekly Curbside Trash Service:

\$ 9.25/month/customer: One (1) 95 gallon trash cart weekly curbside trash service. Up to three additional bags per/month at no charge.

\$ 14.25/month/ customer: Two (2) 95 gallon trash cart weekly curbside trash service. Up to three additional bags per/month at no charge.

\$ 8.25/month/customer: One (1) 65 gallon weekly curbside trash service. Any additional bags will be \$1.00/bag.

Additional Services:

- Rollout service for disabled customers will be provided at no charge. All other customers may purchase rollout service at a charge equal to half the service rate.
- Bulky Items may be disposed at \$15.00/item. Requires directly contacting Waste Connections.

4. RATE INCREASES. Hauler may submit a request to City to raise rates up to 2% annually as set forth in Paragraph 3 above in accordance with increased costs documented Hauler. City has thirty (30) days to approve, disapprove, or negotiate with Hauler concerning such request.

5. TERM. The term of this Agreement shall be from June 1, 2016 to May 31, 2017. This Agreement will automatically annually renew through May, 2026, unless either party shall terminate in conformance with the termination procedures set forth within Attachment A.

6. DOCUMENTATION. This Agreement shall not become valid until the following documents are on file with the City Clerk of City of Bel Aire:

- A. A detailed list of all vehicles to be used in weekly solid waste and recyclable curbside collection within the City of Bel Aire;
- B. Certificates of inspection and licensing of all packer trucks by Sedgwick County, Kansas;
- C. Certificates of the insurance coverage mandated in this Request for Proposals; and

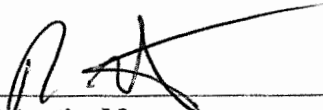
D. A detailed route plan, as approved by the City Manager, for weekly solid waste and recyclable curbside collection within the City of Bel Aire.

7. TRANSFER OR MODIFICATION. This Agreement and the Attachments identified within sets forth the entire Agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to, which is not referred to and incorporated herein. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be in writing and signed by both parties.
8. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto, and that this Agreement shall be binding upon the parties, their respective heirs, legal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF BEL AIRE, KANSAS

WASTE CONNECTIONS OF KANSAS, INC.



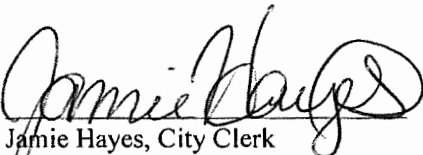
David Austin, Mayor



Signature, President DM

ATTEST:

SEAL



Jamie Hayes, City Clerk

Attachment A
Request for Proposal



**CITY OF BEL AIRE, KANSAS
REQUEST FOR PROPOSAL
SOLID WASTE AND SINGLE STREAM RECYCLE SERVICES**

Date Available: February 10, 2016

Closing Date: March 2, 2016, 5:00 PM

Procurement Officer: Ty Lasher, City Manager
City of Bel Aire
7651 E. Central Park Ave.
Bel Aire, KS 67226

Phone: (316) 744-2451
Fax: (316) 744-3739

E-Mail Address: tlasher@belaireks.gov

Item: Solid Waste and Single Stream Recycling Services

City: Bel Aire, Kansas

Location: 7651 E. Central Park Ave., Bel Aire, KS 67226

Scope: The City of Bel Aire is requesting proposals from experienced qualified applicants to provide solid waste and single stream recyclable curbside collection once per week for its roughly 2,500 single-family and duplex households in the City. The successful applicant will be awarded a 5 year contract to exclusively provide solid waste and recyclable curbside collection once per week for all single-family and duplex households within the City of Bel Aire, Kansas.

This Request for Proposals ("RFP") is a formal invitation to bidders to submit bids in accordance with the specifications, and bid format instructions described herein.

READ THIS RFP CAREFULLY

Failure to abide by all conditions and requirements of this RFP may result in the rejection of a bid.

REQUEST FOR PROPOSAL

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II. Section I – Conditions to Bidding	4
III. Section II – Proposal Instructions	7
IV. Section III – General Provisions	10
V. Section IV –Specifications	15

SIGNATURE SHEET

Section XII, Item B.

Item: Services for the City of Bel Aire, Kansas

Closing Date: March 2, 2016, 5:00 PM

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Addenda: The undersigned acknowledges receipt of the following addenda:

#1() #2() #3() None ()

Legal Name of Person, Firm or Corporation WASTE CONNECTIONS OF KANSAS, INC.

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax ³¹⁶⁻838-1854

E-Mail herschelw@wasteconnections.com

Mailing Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

FEIN Number 860990704

Signature [Signature] Date 3/2/16

Typed Name of Signature Herschel West Title District Sales Manager

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below of the alternative primary contact.

Name Herschel West

Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1856

E-Mail herschelw@wasteconnections.com

Website www.wasteconnectionswichita.com

SECTION I

CONDITIONS TO BIDDING

1.1 **Inquiries:** All inquiries, written or verbal, shall be directed to the City of Bel Aire, Kansas:

Ty Lasher, City Manager
City of Bel Aire
7651 E. Central Park Ave.
Bel Aire, KS 67226

Phone: (316) 744-2451
Fax: (316) 744-3739

E-Mail Address: tlasher@belaireks.gov

Communication regarding this Request for Proposals ("RFP") is prohibited between the bidders, their employees, representatives, or agents, and any City employee, representative, or agent, other than as stated herein, including.

Negotiations
Contract Signing
As otherwise specified in this RFP.

Violations of this provision by a bidder or City personnel may result in the rejection of the proposal.

1.2 **Negotiated Procurement:** Final evaluation and award is made by the City.

1.3 **Questions to Bidders:** Any, all, or no bidders may be required to explain their understanding and approach to the project and/or respond to questions from the City concerning the proposal; or, the City may award to the low bidder without conducting negotiations. The City reserves the right to request additional or clarifying information from bidders as needed. If information is requested, the City is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a best and final offer to the City. Prior to a specified cut-off time for best and final offers, bidders may submit revisions to their technical and cost proposals. Meetings with representatives of the City are generally not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the best and final offer.

No additional revisions to any bid shall be made after the specified cut-off time unless requested by the City.

1.4 **Pre-proposal Conference:** None

1.5 Cost of Preparing Proposal: The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, and other costs associated with this RFP. All Responses will become the property of the City and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

1.6 Criteria for Evaluating Bid Proposals: The City shall make an Award in the best interest of the City.

General: The bidder should develop a proposal through a process that considers the mission and involvement of the City. All proposals submitted in response to this RFP will be evaluated by the City using the following criteria and factors (listed in no particular order of importance):

1.6.1 TIMING OF DELIVERY. Services are requested to begin in calendar year 2016.

1.6.2 TECHNICAL RESPONSE. This includes the extent to which the bidder effectively demonstrates an understanding of the needs of the City as described in this RFP, and offers appropriate solutions to meet those needs. The quality of the technical Response is measured by the extent to which the specifications are adequately addressed within the bidder's proposal, and the extent to which the bidder may suggest recommendations for improvements.

1.6.3 RESPONSE Format and Completeness. Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals. The proposal is to be complete, clear, and understandable. Pages are to be consecutively numbered.

1.6.4 Financial Ability. The bidder's demonstrated financial ability to implement, manage and maintain the proposed offering.

1.6.5 Experience and Qualifications. The bidder's general experience and qualifications, and the City's assessment of bidder's ability to perform the work in a timely and professional manner. The experience and professionalism of security services is also a consideration.

1.7 Acceptance or Rejection: The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

1.8 Agreement: The successful bidder will be required to enter into a formal contract that is acceptable to the City, which will incorporate all of the terms of this RFP. The bidder's Response to this RFP shall be included as a legal part of the agreement. In the absence of any language to the contrary, this RFP will be the determining document in questions of compliance with the specifications for the scope of these services.

1.9 Contract Formation: No contract shall be considered to have been entered into by the City before a written contract has been signed by the successful bidder and the City.

1.10 Open Records Act (K.S.A. 45-205 et seq.): All proposals become the property of the City. All information contained in proposals will become open for public review once a

contract is signed or all proposals are rejected, unless Bidder provides written application of legal exception.

- 1.11 **Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the proposal price shall [not] include applicable federal, state and local taxes. The successful bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this RFP.
- 1.12 **Debarment of Contractors:** Any bidder who defaults on delivery as defined in this RFP may be barred after reasonable notice to the person who signed the bid proposal, or contract, and after reasonable opportunity for that person to be heard. The Mayor, after consultation with the attorney of record for the City, may suspend a person/company for cause from consideration for award of this or future contracts if the City determines that civil or criminal grounds support such action. The suspension shall not be for a period exceeding three years unless a criminal indictment, information or complaint has been issued for an offense which would be a cause for debarment, in which case the suspension shall, at the request of the attorney, remain in effect until after the trial of the suspended person.
- 1.13 **Insurance:** The City shall not be required to purchase any insurance against loss or damage to any personal property used to carry out this service nor shall the City establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the bidder shall bear the risk of any loss or damage to any personal property used to carry out this service. The service provider shall maintain liability insurance in association with the provision of the services of this Agreement throughout the term of the Agreement.

SECTION II
PROPOSALS INSTRUCTIONS

- 2.1 **Preparation of Proposals.** The City has the right to rely on any price quotes provided by bidders. The bidder shall be responsible for any mathematical error in price quotes. The City reserves the right to reject proposals, which contain errors.

Proposals shall be submitted in sealed envelopes and the outside envelopes shall be clearly identified with this RFP and the bid closing date. The City is relieved of any responsibility if the bidder fails to comply with this requirement.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor, or City employee.

Proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP for Proposal with emphasis on completeness and clarity of content, include appropriate equipment, employees, and skills. Repetition of terms and conditions of the RFP for Proposal without additional clarification shall not be considered responsive.

- 2.2 **Deadline for Submission of Proposals:**
Bidder's proposal shall consist of: One original and one (1) copy of the Proposal, including any supporting literature or other supporting documents;

Bidder's proposal, sealed securely in an envelope or other container, shall be received promptly by 5:00 p.m., on Wednesday, March 2, 2016, addressed as follows:

**City of Bel Aire, Kansas
Solid Waste Proposal
Attn: Jamie Hayes, City Clerk
7651 E. Central Park Ave.
Bel Aire, Kansas 67226**

Faxed or telephoned proposals are not acceptable unless otherwise specified by the City. Proposals received prior to the closing date shall be kept secured and sealed until closing. The City shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Bids that are received after the bid deadline time and date shall be disqualified from consideration. Accordingly, bidders who are mailing their proposals should allow for normal mail delivery time to ensure timely receipt by the City.

- 2.3 **Signature of Proposals:** Each proposal shall give the complete mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the bidder's social security number or Federal Employer's Identification Number. A Signature Sheet has been provided as part of this RFP. It should be completed and returned as part of the Proposal.

- 2.4 **Acknowledgment of Addenda:** The City reserves the right to amend this RFP the due date of Responses. If it becomes necessary to revise any part of this RFP, an Addendum shall be provided to all potential bidders who have requested a copy of this RFP. All bidders shall include acknowledgment of all Addenda as part of their proposal. Failure to acknowledge Addenda may be grounds for disqualification of the proposal.
- 2.5 **Modification of Proposals:** A bidder may modify a proposal in writing by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.
- 2.6 **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the bidder to the City's contact person prior to the closing date.
- 2.7 **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

Proposal results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a proposal tabulation from the City. Bid results can be obtained by sending (do not include with bid): A self-addressed, stamped envelope;

Send to:
City of Bel Aire, Kansas
Attn: Jamie Hayes - Bid Results/Copies
7651 E. Central Park Ave.
Bel Aire, Kansas 67226

Copies of individual proposals may be obtained under the Kansas Open Records Act by contacting the City Clerk of the City of Bel Aire, Kansas to request an estimate of the cost to reproduce and post the documents and remitting that amount with a written request to the above address, or a bidder may make an appointment by with the City Clerk to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

- 2.8 **Notice of Award:** An award is made on execution of the written contract by all parties. Only the City is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.
- 2.9 **Additional Proposals:** Bidders may submit more than one proposal; however, each proposal shall be in accordance with the entire provisions of this RFP. Bidders should submit complete specifications, descriptive materials and indicate any deviation from the specifications of this proposal.

A clear, well-organized and complete proposal will facilitate the review and selection process. Please follow the proposal format described, as failure to do so may result in disqualification.

A completed proposal submission package from respondents consists of the following elements:

-Preparation of a narrative section for the proposal, as described in Section IV below.

- 2.10 **Proposal Format:** Only the signature sheet is included. No paperwork or form is by the City for the proposal. Instead, bidders are asked to prepare their proposals in a format that they believe best conveys the details of their plan to provide comprehensive solid waste and recycling services to the City of Bel Aire, Kansas.

As a general guideline in preparing the narrative, bidders should also be careful to thoroughly identify themselves, both individually and/or corporately. At minimum, all bidders shall provide the following identifying information in the narrative portion of their proposals:

- **Bidder Identification** - Name, address, phone number, and authorized signature of bidder.
- **Corporate identification** - If applicable, bidder's corporate or other business information, date established, structure (trust, partnership, corporation, non-profit, etc.), and federal tax identification number.
- **Bid should fully describe the work and materials being proposed, including costs, prices, and warranties**
- **Copy of a sample contract**

2.11 **Other proposal completion instructions:**

The bidder should submit a transmittal letter as part of the narrative proposal which affirmatively states that the bidder has read this entire RFP and agrees to comply with all of the provisions contained within this RFP.

A description of the bidder's qualifications and experience providing the requested or similar services should be included part of the narrative proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must be capable of meeting the deadlines specified in the RFP.

Beyond these general guidelines, bidders are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection.

Narrative section should be typed with double line spacing and using a font of size 11 or larger. This section should be published on 8 ½ X 11 plain paper stock printed on one side only.

Proposal should not be stapled or fastened in any permanent manner. Temporary removable clips may be used to keep the proposal assembled.

**SECTION III
GENERAL PROVISIONS**

3.1 **Termination for Cause:** The City of Bel Aire, Kansas reserves the right to terminate any contract, or any part of a contract, awarded in Response to this RFP for cause under any one of the following circumstances:

3.1.1 Contractor fails to make delivery of goods or services as specified in the contract;
or

3.1.2 Contractor fails to perform any of the provisions of the contract.

3.2 **Termination for Convenience:** The City of Bel Aire, Kansas reserves the right to terminate performance of work under any contract awarded in Response to this RFP in whole or in part whenever, for any reason, the City shall determine that the termination is in the best interest of and/or for the convenience of the City. In the event that the City elects to terminate such a contract in the best interest of and/or for the convenience of the City, it shall provide the Bidder/Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice.

3.3 **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given to the City shall be **IN WRITING** and addressed as follows, unless otherwise required by law:

**Ty Lasher, City Manager
City of Bel Aire
7651 E. Central Park Ave.
Bel Aire, KS 67226**

3.4 **Rights and Remedies:** The City shall be obligated under any contract awarded in Response to this RFP only for those services rendered and the work and materials delivered and accepted prior to the date of termination, subject to any offset by the City for actual damages.

If it is determined, after notice of termination for cause, that Bidder/Contractor's failure was due to causes beyond the control of or negligence of the Bidder/Contractor, the termination shall be a termination for convenience.

The rights and remedies of the City provided for in this RFP shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.5 **Force Majeure:** The Bidder/Contractor shall not be held liable if the failure to perform under any contract awarded in Response to this RFP arises out of causes beyond the control of the Bidder/Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Bidder/Contractor's employees, and freight embargoes, etc.

3.6 **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the Alliance shall not constitute a waiver.

- 3.7 **Independent Contractor:** Both parties, in the performance under any contract awarded in Response to this RFP, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of the Bidder/ Contractor shall not be construed to be the employees or agents of the City for any purpose whatsoever. The Bidder/Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.
- 3.8 **Staff Qualifications:** The Bidder/ Contractor shall warrant that all persons assigned by it to perform work under any contract awarded in Response to this RFP shall be fully qualified to perform the work required. Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in contract termination and/or damages.
- 3.9 **Conflict of Interest:** No Bidder/Contractor shall knowingly employ, during the period of any contract awarded in Response to this RFP, any personnel who are also an official with or in the employ of the City.
- 3.10 **Confidentiality:** If the Bidder/Contractor needs access to private or confidential data maintained by the City in order carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor may be required to execute a Confidentiality Agreement as part of that contract.
- 3.11 **Nondiscrimination and Workplace Safety:** In carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor shall abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Bidder/Contractor agrees to comply with the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry, and shall comply with all other provisions of K.S.A. 44-1030 in its performance of this agreement. Any violations of applicable laws, rules and regulations may result in a contract termination.
- 3.12 **Environmental Protection:** In carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Bidder/Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
- 3.13 **Hold Harmless:** In carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor shall indemnify the City against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of contractual work, caused by the Bidder/Contractor.

The City shall not be precluded from receiving the benefits of any insurance the Bidder/Contractor may carry which provides for indemnification for any loss or damage to property in the Bidder/Contractor's custody and control, where such loss or destruction is

to City property. The Bidder/Contractor shall do nothing to prejudice the City's recover against third parties for any loss, destruction or damage to City property.

- 3.14 **Cash Basis and Budget Laws:** The right of the City 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 other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City 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, or if mill levy funds generated are less than anticipated.
- 3.15 **Prohibition of Gratuities:** Neither a Bidder nor any person, firm or corporation employed by a bidder in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any City employee at any time.
- 3.16 **Federal, State and Local Taxes:** The City makes no representation as to the exemption from liability of any tax imposed by any governmental entity.
- 3.17 **Governing Law:** This RFP and any contract awarded in Response to this RFP shall be governed by the laws of the State of Kansas and shall be deemed executed at Bel Aire, Sedgwick County, Kansas. By accepting public funding from City, or funding administered by City, Contractor agrees to be subject to the Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*, and to the Kansas Open Records Act, K.S.A. 45-215 *et seq.* in regard to the provision of these services. This agreement shall be interpreted in conformance with the laws of the State of Kansas.
- 3.18 **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder or under any contract awarded in Response to this RFP in the State of Kansas, District Court of Sedgwick County.
- 3.19 **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
- 3.20 **Competition:** The purpose of this RFP is to seek free and open competition. The bidder shall advise the City when any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the City no later than seven (7) business days prior to the bid closing date.

The City reserves the right to waive minor deviations in the specifications, which hinder the intent of this RFP.

- 3.21 **Injunctions:** Should the City be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the City, bidder shall not be entitled to make or assert claim for damage by reason of said delay.
- 3.22 **Acceptance:** No contract provision or use of items by the City shall constitute acceptance or relieve the bidder of liability in respect to any expressed or implied warranties.
- 3.23 **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued.

Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal Response package. Pricing information is normally not considered proprietary. The Bidder's entire proposal Response package shall not be considered proprietary.

- 3.24 **Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies.
- 3.25 **Insurance:** At all times during this Contract, Contractor shall provide and maintain comprehensive general liability insurance coverage that is acceptable to the City for the term of the contract in the amount of \$1,000,000 and carry Worker's Compensation. The Successful Bidder will be required to present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the City. The Contractor must list the City as an additional insured on all policies and must be able to provide the City with Insurance Certificates; any Notices of Cancellation on or before the Effective Date and thereafter during the Contract Term, Contractor shall provide the City with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required. Contractor shall be solely responsible for any injuries related to the services performed through this agreement.
- 3.26 **Implied Requirements:** All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included.
- 3.27 **Industry Standards:** If not otherwise provided, materials or work called for in this RFP shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations, which shall apply.
- 3.28 **Prices:** Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the City. Failure to provide available price reductions may result in contract termination.

- 3.29 **Payments:** Payments shall not be made for costs or items not listed in the bidder's bid.
- 3.30 **Certification of Specifications Compliance:** By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in this RFP.
- 3.31 **Award:** Awards will be made by the City based upon the best interest of the City. The successful bidder will be notified in writing by the City. Neither the bidder nor the City is obligated in any way until a Contract has been approved and signed by all parties.
- 3.32 **References:** References may accompany any bid proposal from other persons or entities who have utilized the services that the bidder has included within the bid, and who are qualified to respond to inquiries from City personnel concerning such services.

SECTION IV
SPECIFICATIONS FOR PROJECT

4.1 DESCRIPTION OF PROJECT

This Request for Proposal requires that the successful bidder provide solid waste once per week and single stream curbside recycling every other week for all single-family and duplex households in the City of Bel Aire. It will be possible for a contractor to partner or subcontract with another firm to provide the services required pursuant to this request for proposal. If this is done, the name of the proposed partner or subcontracting firm must be clearly identified in the proposal. No partnership or subcontracting will be permitted without the express prior written consent of the City. The applicant receiving the contract award will be responsible for any work of such partner or subcontractor.

4.1.1 DEFINITION OF SOLID WASTE

Solid waste shall include putrescible waste resulting from the handling, processing, storage, packaging, preparation, sale, cooking and serving of meat, produce and other foods and nonputrescible materials such as paper, tin cans, bottles, glass, ashes, lawn waste and tree waste but not hazardous materials.

4.1.2 SCOPE OF SERVICES

The scope of services includes, but is not limited to, the following:

- A. Upon commencing service pursuant to this Request for Proposal, provide each single-family and duplex household in the City of Bel Aire with a new 95 gallon or 65 gallon sealable watertight wheeled container appropriate for solid waste curbside collection at no additional cost under the contract. Customer may choose between which size of container they prefer and may change the size at no additional cost. Thereafter, during the term of engagement, maintain said containers in a sealable watertight and properly functioning condition and provide each new single-family and duplex household that moves into the City of Bel Aire with a new 95 gallon or 65 gallon sealable watertight wheeled container appropriate for solid waste curbside collection at no additional cost under the contract. Additional containers shall be made available to customers for an additional monthly charge.
- B. During the term of engagement, provide each single-family and duplex household in the City of Bel Aire with a new 95 gallon sealable watertight wheeled container appropriate for single stream recycling curbside collection at no additional cost under the contract. Thereafter, during the term of engagement, maintain said containers in a sealable watertight and properly functioning condition and provide each new single-family and duplex household that moves into the City of Bel Aire with a new 95 gallon sealable watertight wheeled container appropriate for recycling curbside side collection at no additional cost under the contract. Additional containers shall be made available to customers for an additional fee.

- C. Collect and transport all solid waste in watertight packer trucks which have been inspected and licensed by Sedgwick County, Kansas.
- D. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide solid waste curbside collection for all single-family and duplex households in the City of Bel Aire. Specify the number of additional bags next to cart at no charge.
- E. Every other week during the term of engagement, on the same day that solid waste pickup is provided, between the hours of 6:00 a.m. and 5:00 p.m., provide recyclable curbside collection for all single-family and duplex households in the City of Bel Aire. Materials to be recycled include newspapers, glass (all colors), aluminum, tin, steel, aerosol, plastics (all #'s), cardboard, food boxes, paper bags, magazines, books, office paper and file folders.
- F. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide six (6) solid waste containers and five (5) recyclable containers for collection at the Bel Aire City Hall / Police Station / Senior Center at no additional cost under the contract.
- G. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide six (6) solid waste containers year round, ten (10) solid waste containers from March 1 thru October 31, and three (3) recyclable containers year round for collection at the Bel Aire Recreation Center at no additional cost under the contract.
- H. Provide one (1) portable restroom and one (1) portable handicap restroom at the Bel Aire Recreation Complex with service from April 1 thru October 31 at no additional cost under the contract.
- I. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide one (1) solid waste container, one (1) recyclable container, and one (1) 20 cubic yard roll off for collection at the Bel Aire Public Works Facility at no additional cost under this contract.
- J. Provide one (1) portable handicap restroom at Bel Aire Park with service from March 15 thru November 15 at no additional cost under the contract.
- K. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide four (4) solid waste containers and two (2) recyclable containers for collection at the Bel Aire Pool from May 1 thru August 31 at no additional cost under the contract.
- L. Twice a year, in May and October, provide bulk curbside collection, throughout the City of Bel Aire, of nonhazardous household materials at no additional cost under the contract.
- M. Provide once per year a shredding event at no additional charge to the City of Bel Aire.

- N. Provide four (6) six solid waste containers and one (1) portable restroom with service for the Bel Aire Spring Festival and Bel Aire Fall Festival. Dates to be determined by the City of Bel Aire.
- O. Record the number of single-family and duplex households in the City of Bel Aire serviced during each month of the term of engagement. This record shall be used for billing and payment purposes pursuant to this Request for Proposal.
- P. Provide the City with current maps with schedules of collection and disposal routes.
- Q. Offer some type of recycling program for residents satisfactory to the City.
- R. Identify holidays that the company will observe and inform both the City and customers of changes in collection schedule resulting in the holiday observance.
- S. Provide rollout service for disabled customers at no charge. For all other customers, this service will be provided at a charge equal to half the basic service rate.
- T. Maintain a business office and telephone service from 8:00 a.m. until 5:00 p.m., Monday through Friday to handle all complaints and other matters concerning the collection business.
- U. Maintain and make available books and records concerning the provision of services and charging for services, pursuant to this request for proposal, for inspection and copying by any authorized officer on behalf of the City of Bel Aire, Kansas.
- V. Maintain liability insurance on all moving equipment to be used within the City of Bel Aire, Kansas with minimum limits of coverage as follows:
 - Bodily injury, each person, \$500,000;
 - Bodily injury, each accident, \$1,000,000; and
 - Public liability and property damage, \$500,000.

4.1.3 PROPOSAL REQUIREMENTS

The purpose of this Request for Proposals is to demonstrate the qualifications, competency, and capacity of applicants to provide solid waste and recyclable curbside collection once per week for all single-family and duplex households in the City of Bel Aire. Costs may not be the only factor in the selection of a contractor.

The proposal should state the name, location and size of the firm which will provide the services under this proposal and the number and type of equipment that is going to be used to provide the services. The name, location, size and qualifications should also be provided for any partner or subcontractor.

4.1.4 COST/PAYMENT METHODS

The payment method to the applicant will be a fixed monthly fee per single-family and duplex household in the City of Bel Aire serviced by the applicant.

Each applicant shall bid the fixed monthly fee per single family and duplex household based upon the applicant billing the individual households, and, in the alternative, also bid the fixed monthly fee per single-family and duplex household based upon the applicant providing the City of Bel Aire with only the number of single-family and duplex households served during the month and the City of Bel Aire billing the individual households.

4.1.5 POST AWARD CONDITIONS

Before a contract is executed, the successful applicant must:

- A. Submit to the City of Bel Aire a detailed list of all vehicles to be used in weekly solid waste and recyclable curbside collection within the City of Bel Aire;
- B. Submit to the City of Bel Aire certificates of inspection and licensing of all packer trucks by Sedgwick County, Kansas;
- C. Submit to the City of Bel Aire certificates of the insurance coverage mandated in this Request for Proposals; and
- D. Negotiate with the City of Bel Aire a detailed route plan for weekly solid waste and recyclable curbside collection within the City of Bel Aire.

4.2 SCOPE OF OPTIONAL SERVICES (IF ANY)

Attachment B
Letter of Clarification



March 3, 2016

Herschel West
Waste Connections
2745 N. Ohio
Wichita, KS 67219

Dear Herschel:

Thank you for submitting a response to the City of Bel Aire's Request for Proposal (RFP) to provide solid waste and single stream recycle services.

In accordance with Section 1.7 of the RFP which states "the City reserves the right to...clarify any ambiguities in proposals" we would like to provide clarification on the "Scope" listed on page one of the RFP which indicates "the successful applicant will be awarded a 5 year contract to exclusively provide solid waste and recyclable curbside collection...within the City of Bel Aire."

To clarify, the word "exclusively" means that the applicant would be the exclusive vendor to contract with the City for solid waste (refuse) and single stream recycling services, however citizens would still have the option to utilize another provider for solid waste services if they so choose. The City of Bel Aire would like to ensure applicants are aware they will be the exclusive provider of residential curbside single stream recycling and the preferred refuse collection and disposal services to the City, but not the exclusive provider of residential refuse collection to every resident in the City (verbiage similar to the agreements Waste Connections currently has with Andover and Park City). The City currently has 2,459 accounts billed for recycling on a monthly basis and 2,294 accounts billed for refuse collection on a monthly basis.

In accordance with Section 1.7 of the RFP which states "the City reserves the right to...clarify any ambiguities in proposals" we would like to ask for clarification on the following three items under Section IV, Specifications for Project, Subsection 4.1.2 Scope of Services:

- B. Please provide the amount of the additional fee that will be charged for an additional 95-gallon recycling cart.

- I. The 20 cubic yard roll off container for collection was to be at no additional cost, however the proposal indicates "the City will be responsible for disposal cost." Please clarify.
- P. Please indicate if you will provide the City with current maps with schedules of collection and disposal routes.

In accordance with Section 1.7 of the RFP which states "the City reserves the right to...clarify any ambiguities in proposals" we would like to ask for clarification on the following item under Section IV, Specifications for Project, Subsection 4.1.4 Cost/Payment Methods:

Please provide a breakdown of the fixed monthly fees that were included in your proposal. Specifically, we are looking to identify the cost of recycling service separately from the cost of refuse service because residents are able to select an alternative refuse provider.

If you could please provide a response to these questions in writing no later than 9am on Monday, March 7th, it will allow us to provide adequate information to our governing body to facilitate their decision making process.

Please feel free to contact me if you have questions and thank you again for your interest in continuing your partnership with the City of Bel Aire.

Sincerely,



Ty Lasher
City Manager
City of Bel Aire
7651 E. Central Park Ave.
Bel Aire, KS 67226
316-744-2451 ext. 217
tlasher@belaireks.gov

Attachment C
Bid Proposal

SIGNATURE SHEET

Section XII, Item B.

Item: Services for the City of Bel Aire, Kansas

Closing Date: March 2, 2016, 5:00 PM

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Addenda: The undersigned acknowledges receipt of the following addenda:

#1() #2() #3() None ()

Legal Name of Person, Firm or Corporation WASTE CONNECTIONS OF KANSAS, INC.Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1856E-Mail herschelw@wasteconnections.comMailing Address 2745 N. OTTAWACity & State WICHITA, KS. Zip Code 67219FEIN Number 860990704Signature [Signature] Date 3/2/16Typed Name of Signature Herschel West Title District Sales Manager

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below of the alternative primary contact.

Name HERSCHEL WESTAddress 2745 N. OTTAWACity & State WICHITA, KS. Zip Code 67219Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1856E-Mail herschelw@wasteconnections.comWebsite www.wasteconnectionswichita.com



WASTE CONNECTIONS INC.
Connect with the Future®

City of Bel Aire,
Kansas

Original
Proposal for:

Residential Solid Waste and Single Stream Recyclables

March 2nd, 2016
Submitted by:

WASTE CONNECTIONS OF KANSAS, INC.

Wichita District

2745 N. Ohio St
Wichita, Ks. 67219
316-838-4920
316-838-5323

Herschel West
Municipal Marketing Manager
Waste Connections of Kansas, Inc.
316-838-4973
Cell-316-253-8023
Herschelw@wasteconnections.com



Proposal is being submitted by:

Waste Connections of Kansas Inc. (WCI) FEIN# 860990704

2745 N. Ohio Wichita, Ks. 67219 (316) 838-4920 or (800) 388-5902

Thank you for allowing Waste Connections of Kansas, Inc. (WCI) the opportunity to propose solid waste collection service for the City of Bel Aire, Kansas. We at Waste Connections are confident that your community would benefit from our experience and commitment to provide quality service to our customers.

Waste Connections of Kansas Inc. has 375 full time employees with multiple locations throughout the state of Kansas. Waste Connections of Kansas Inc. will service this proposal with trucks from existing Fleet of 130 vehicles located in Wichita, Kansas. For trash collection we will use 20-25 cubic yard watertight rear-loader or side-loader trucks. All trucks are of modern vintage, and are in good working condition to service the City of Bel Aire in a timely & professional matter. WCI will also use watertight 95 or 65 – gallon carts for trash and 95 gallon carts for recycling. Wichita Hauling has been in the business of hauling Solid Waste for 50 years. Waste Connections is currently servicing 72 municipalities in Kansas & Oklahoma. A few of the Municipalities are Hutchinson, Derby, Park City, Kingman and Eureka, Ks. Waste Connections of Kansas Inc. is a wholly owned subsidiary of Waste Connections Inc. a Publicly traded company on the New York Stock Exchange.

Executive Summary

In selecting Waste Connections, you are assured of receiving the following important benefits with our service. WCI believes that we can meet all goals that the City of Bel Aire is looking for their Solid Waste Collections & Transportation:

Currently Waste Connections of Kansas, Inc. is servicing over 72 Municipalities in Kansas and Oklahoma for over 20 years, and are currently servicing over 60,000 residents on a subscription basis in the Wichita area. With this experience, Waste Connections is very confident that we can continue to provide the same great service we have been providing for the past 6 years, and will not have any problems servicing the 2500 residents of the City of Bel Aire.

Corporate Overview & History

Waste Connections is an integrated solid waste services company that provides solid waste collection, transfer, disposal and recycling services in mostly secondary markets in the Western and Southern U.S. The Company serves more than two (2) million residents, commercial and industrial customers from a network of operations in 38 states.

Our services focus on Cities and Towns where we can provide either non-integrated or integrated solid waste services under exclusive arrangements. The ability to form long-term relationships with our Municipalities provide more stability for long term Landfill Security for each City and Town we serve, and a more long term stable rate structure. We are a leading provider of solid waste services in most of our markets, and approximately 50% of our revenues are derived from market areas where we have franchise or exclusive rights to provide our waste services.

We strive to provide services excellence for those communities that place their trust in our company and are always dedicated to putting our customers first. We look to technology and growth to help our customers, employees and shareholders "Connect with the Future". As a public company we have the resources to meet every customer's needs in a cost effective and environmentally compatible manner. We understand the markets, the philosophy and the unique needs of the customer we serve whether they are industry, commercial accounts, municipal jurisdictions or individual subscribers.

Background

The Company was founded in 1997 by a dedicated group of industry professionals with over 50 years of industry experience through the purchase of five operations in Washington and Idaho from Browning-Ferris Industries. The company rapidly expanded into California market in early 1998 and now has operations throughout 38 states serving two (2) million customers located primarily in the Western and Southern United States. Waste Connections went public in May of 1998 and is traded on the NYSE exchange under the symbol WCN. The Wichita Hauling Company has been servicing our customers for over 50 years. The last 19 years we have been operating under Waste Connections of Kansas, Inc.

Growth

Waste Connections has grown through a combination of both organic growth in our existing markets and acquisitions of selected companies in high growth markets. Operations are typically enhanced through the introduction of modernized fleets, technology, management support and the capital that comes from being part of a public traded company. We look to grow rapidly within your community through expanding the range of services we offer and by helping our local managers to continue the success they have built locally. As we grow, whether by adding services for your City or through your City's internal growth and annexation, we seek to constantly upgrade our level of customer service.

Customers

Our Customers range from individual resident subscribers to county and city contacts and include industrial and commercial accounts, contracts with homeowners associations, apartment owners and mobile home operators. We have a market-based strategy for servicing our customers to provide the most cost effective solution depending on local regulations and solid waste management practices. We can best serve our customers and provide the most cost-effective solution through having in integrated company with collection, transfer and disposal.

Safety and the Environment

We are committed to improve the environment for the future of the communities we live in and serve. We believe that our services play an integral part of improving the environment and we are always mindful of having the most cost-effective waste management for our customers. In addition we are committed to the safety of our workers and have programs in place to continually upgrade our risk management and environmental policies.

Waste Connections of Kansas, Inc Staff Qualifications / Resume Brief of Key Personnel

Waste Connections of Kansas key employees have assembled a management team that has gained extensive and proven hands on experience managing every aspect of Solid Waste Collection, Transportation and Disposal Service Operations. All key operations managers hold a CDL license in the event of an emergency. These employees will play in instrumental role in the start up and management of the City of Bel Aire Contract. A listing of WCI key managerial team is as follows.

Eric Bergin – District Manager / Fifteen years in the solid waste industry working for various waste collection companies throughout the United States. Overseeing all Department Managers, 130 Commercial and Residential drivers.

Jeff Hays – Operations Manager / Twenty one years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 130 Commercial & Residential drivers.

Herschel West – District Sales Manager / Fourteen years in the solid waste industry working for Waste Connections of Kansas Inc. Overseeing over 7000 commercial customers, 4 Sales Representative and 72 Municipalities in Kansas & Oklahoma.

Mark Perez – Division Controller / Fourteen years in the solid waste industry working for Waste Connections of Kansas Inc. Overseeing 2 hauling companies, 2 landfills, Wichita Recycling Center & Transfer Station. Graduated Wichita State University –Undergrad & Baker University / MBA. Twenty one years of financial experience.

Brain DeBaun – Commercial Supervisor / Twenty one years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 110 Commercial & Residential drivers.

Karl Brown – Residential Manager / Twenty years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 33 Residential drivers

Eric Zerger – Residential Manager / Twelve years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 33 Residential drivers

Tiffanie Bauder – Residential Customer Service Manager / Twenty years in the solid waste industry working for SS Express and Waste Connections of Kansas Inc. Overseeing 10 Customer Service Representatives, and over 60,000 residential customers. Graduated Wichita State University.

Valerie Smith – Billing Administrator / Fourteen years in the solid waste industry. Responsible for commercial collections and A/R. Overseeing 3 Commercial Customer Service Representatives. Graduated Wichita State University

Laura Vickers – Residential Dispatch / Twenty four years in the solid waste industry. Started in Residential Customer Service for 3 years. Payroll for 4 years, and Residential Dispatch for 15 years. Overseeing 45 routes for trash & recycling.

WCI will provide the City of Bel Aire with a list of Waste Connections staff. We will give you office numbers, cell phone numbers, email addresses and even home numbers to reach us 24 hours of any day. Seven days a week.

Waste Connections of Kansas, Inc currently employs 375 employees. One of the key factors that set Waste Connections of Kansas, Inc. apart from competitors is the skill of our drivers. We know that our driver is the member of our team who is most frequently in contact with residents. As a result, our drivers are seasoned and continually trained to safely operate all equipment and work with all people they encounter in a professional manner. Drivers are rewarded with Safety bonuses and for practicing “**The Waste Connections Operation Values**”. Every driver and Operations manager is CDL certified and subject to random drug and alcohol testing. We hold weekly Safety and Service meetings. Continuing education and training is required of Drivers as well as all other employees. All drivers will be in uniform and all equipment will have neat and tidy appearance. (See Waste Connections Operating Values / Page #10)

Understanding of Local Conditions

Up-to-date knowledge of Federal, State and local laws that could affect the way the City of Bel Aire views its waste needs.

WCI’s commitment to our environment by transporting and disposing of the material collected in accordance with Federal, State and local government’s laws.

Ongoing knowledge of the waste industry’s changing laws and technologies.

Customer Service and Communications Program Commitments

1. If the City of Bel Aire has complaints or other issues the City can call our Residential Customer Service number between the hours of 8:00 am – 5:00 pm., or go online to our website at wasteconnectionswichita.com
2. Our driver will also stop by the City Hall Office at the end of his route each week to receive any complaints or request the City may have received directly. Depending on the nature of the service request, the driver will resolve before leaving the city, or after review with supervisor, resolve with 24 hours. Uniformed drivers for easy recognition of WCI employees. Clean and well-maintained equipment for a professional appearance, easy company identification, and reliable service.
3. Dedicated Municipal Email Address: Kansasmuni@wcnx.org
This email goes to Tiffanie Bauder (Residential Customer Service Manager) and Lead Customer Service Representative if you have any questions or service issues for Customer Service.

Nondiscrimination and Affirmative Action

Waste Connections currently has in force a policy regarding non-discrimination in hiring and promotion of employees without regard to their race, religion, handicaps, sex, color or national origin.

Waste Connections of Kansas is an Equal Opportunity Employer and maintains an Affirmative Action Plan in accordance with Executive Order 11246. This plan includes Affirmative Action for Woman, Minorities, Covered Veterans and Persons with Disabilities. No deficiencies or problem areas have been identified in the most recent plan (January 1, 2008 to December 31, 2008.) Waste Connections of Kansas is committed to compliance with all applicable laws providing equal employment opportunities. Questions can be directed to EEO/AAP Officer Susan Metzger, Waste Connections, Inc, 10001 Woodlands Forest Dr., Suite 400, The Woodlands, Tx. 77380.

Environmental Policy

Ensuring that all WCI employees understand that the Company is committed to environmental excellence in the operation and maintenance of facilities, including providing the appropriate support to all technical employees, policies, and programs to ensure compliance with all applicable laws and regulations.

We have a number of specific environmental policies, including:

1. Environmental Excellence (ENG-P001)
2. Corporate and Region Responsibilities concerning environmental protection (ENG-P002; ENG-P003)
3. Groundwater Quality Program (ENG-P004)
4. Training and Goals for Technical Personnel (ENG-P005; ENG-P006)
5. Value Engineering (ENG-P007)
6. Notification of Critical Events (ENG-P009)
7. Waste Acceptance (ENG-P010)
8. Environmental Audit Program and Regulatory Compliance (ENG-P011; ENG-P015)

In addition to our broad scope of environmental policies, WCI lives a set of Core Operating Values that promote Environmental Protection (Number 1 – Safety; Number 2 – Integrity). (WCI Operating Values page #10)

When we will collect. We will make curbside collections once a week for trash and every other week for single stream recycle between the hours of 6:00 a.m. to 5:00 p.m. each week. If your scheduled collection day falls on or after a holiday, collection will be delayed by one day (Friday customers will have their collection on Saturday). The holidays we observe are New Year's Day, Thanksgiving, and Christmas. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we miss your collection, please call us and we will return to pick it up, without charge, on the same day if the driver is still in the City of Bel Aire. If driver has already left the City of Bel Aire WCI will pick up the missed stop the following week. We will resolve any other complaints within the same time period.

What we will not collect.

We will not collect liquid hazardous waste, including paints, pesticides, petroleum derivatives such as motor oil and solvents. Explosive items also will not be accepted. If these items are identified in your trash, the unaccepted items will be set aside and not taken.

Where we will pick up. You must set your carts at the curb. If we agreed to collect on private driveways or pavement, we will ask you to sign a waiver of damage liability and/or indemnification.

Weight limitations of carts. The weight limit for each automated cart is as follows: 95- gallon Cart = 200 lbs

Replacement/removal/repair. All replacements, repairs and removals will take place on the residents next schedule collection day at no charge. The same service pertains with carts with graffiti.

Where you can contact us. You may call us regarding service or complaints toll free at 1-800-388-5902 or 316-838-4920 for residential customer service. Between 8:00 a.m. and 5:00 p.m. weekdays, except holidays and from 8:00 a.m. to 12:00 p.m. (noon) on Saturdays. You may come to our office located at 2745 N. Ohio St. N. Wichita, Ks. 67219 or you may mail correspondence to our office address.

We do not discriminate. If you are entitled to service, we will not discriminate against you on account of race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation.

Rights of Privacy. We will observe and protect your rights of privacy and trade secrets. Unless you give us permission, we will not reveal any information identifying you or the composition or contents of your solid waste to any person except City or if required by law.

All WCI employees will wear uniforms and all equipment will have a neat and tidy appearance.

Waste Connections of Kansas, Inc. would like to provide The City of Bel Aire three (3) options for Residential solid waste and single stream recyclable service.

Option #1 - Contract length of 5 years

1- 95-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service
Cost **\$14.00** per month. Up to three additional bags are allowed at no cost.

1- 65-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service
Cost **\$13.00** per month. (Extra bags will be \$1 per bag.)

Option #2 - Contract length of 7 years

1- 95-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service
Cost **\$13.25** per month. Up to three additional bags are allowed at no cost.

1- 65-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service
Cost **\$12.25** per month (Extra bags will be \$1 per bag.)

Option #3 - Contract length of 10 years

1- 95-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service
Cost **\$12.50** per month. Up to three additional bags are allowed at no cost.

1- 65-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service
Cost **\$11.50** per month (Extra bags will be \$1 per bag.)

Rollout service for disabled customer at no charge. For all other customers, this service will be provided at a charge equal to half the basic service rate.

2nd 95-gallon trash cart service – Cost \$5.00 per month

(WCI will provide carts for curbside Trash & RecycleBank Service)

Bulky Items - \$15 each (Furniture/Appliances- free of CFC's and HCFC's Refrigerants by a certified refrigeration technician.)

List of all items included in single stream recycling program.

- Corrugated Cardboard
- Chip Board – Cereal, pop, shoe, boxes etc.
- Newspapers / Magazines / Junk Mail / Phone Books
- Other Light Colored Papers
- Plastics #1-#7
- Steel Cans
- Aluminum Cans
- Clean Aluminum Foil
- Glass (Glass Food Containers) brown, clear, green & etc

WCI will provide **FREE** service to all City owned facilities and events;

- Bel Aire Recreation Center. – Trash carts and portable restroom services
- Bel Aire Public Works Facility – Trash, recycle carts and 20yd roll off (City responsible for disposal cost)
- Bel Aire Park – Portable restroom
- Bel Aire Pool – Trash and recycle carts
- City Wide Clean Ups-Spring & Fall – WCI will provide trucks and drivers for bulk curbside collection through out the City of Bel Aire, of nonhazardous materials.
- Shredding event once per year.
- Bel Aire Spring and Fall Festival – Trash Carts and portable restroom service.

Waste Connections of Kansas, Inc. Wichita Hauling Company

Statement of Operating Values



Safety. We strive to assure complete safety of our employees, our customers and the public in all of our operations. Protection from accident or injury is paramount in all we do.

Integrity. We define integrity as “saying what you will do and then doing it.” We keep our promises to our customers, our employees and our stockholders. Do the right thing, at the right time, for the right reason.

Customer Service. We provide our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

To be a Great Place To Work. We maintain a growth culture where our employees can maximize their potential personally and professionally. Our objective is to provide an environment where people enjoy what they do and take pride in their work. We wish to embody a work hard, play harder culture.

To be the Premier Solid Waste Services Company in Wichita, Kansas. We continue to provide superior returns, remain environmentally responsible, and continue to grow in a disciplined way, deploying resources intelligently and benefiting communities we live in.

City of Bel Aire, Kansas



STAFF REPORT

DATE: May 10, 2023

TO: Ty Lasher – City Manager
Bel Aire City Governing body

FROM: Brian Hayes – Recreation Director

RE: Pool Fees

SUMMARY:

Per governing body request at the May 9th workshop, staff proposes several adjusted pool fees for 2023.

DISCUSSION:

2023 Pool day fees and rental increases were included in the below schedule of fees approved by the governing body late last year. Membership fees and swimming lessons remained at 2022 levels.

7.6	Swimming Pool	Current		Proposed Change	
		Resident	Non-Resident	Resident	Non-Resident
7.6.1	Daily Fee	\$4.00	\$4.00	\$5.00	\$5.00
7.6.2	Individual Membership	\$115.00/yr	\$172.00/yr		
7.6.3	Family Membership	\$170.00 yr	\$255.00/yr		
7.6.4	Rec/Pool Combo	\$220.00			
7.6.5	Group Swimming Lessons	\$ 40.00/session	\$ 60.00/session		
7.6.6	Private Swimming Lessons	\$ 20.00/hr	\$ 30.00/hr		
7.6.7	Pool Rental-up to 25 patrons	\$ 45.00/hr		\$60	\$60
7.6.8	Pool Rental-25 to 50 patrons	\$ 65.00/hr		\$80	\$80

To help offset anticipated increased operating and staff costs, Rec staff feels it is also imperative to accordingly adjust the pool membership fees. Swimming lesson fees were left alone due to already being comparable to other area pools.

RECOMMENDATION:

Rec Staff recommends increasing the following pool fees from what was approved in the 2023 fee schedule.

		Resident	Non-Resident
7.6.2	Individual Membership	\$135	\$205
7.6.3	Family Membership	\$200	\$300
7.6.4	Rec/Pool Combo	\$260	\$345

City of Wichita

Swimming Pool Rates

Daily Admission Fees

\$3 - Children or Adults

\$15 - Family Rate (8 people - one must be an adult)

Season Swimming Passes

\$210 - Family Pass (4 family members; \$40 for each additional person up to 8)

\$70 - Individual Pass

Relax and swim all you want! Purchase a season pass that will allow you and your family admission at all City Pools for the season. Passes can be purchased at any City Pool.

Coupon Books

\$110 - 50 coupons

\$60 - 25 coupons

One coupon admits one child or adult. Coupons can be purchased at any City Pool. Additional discount available on purchase of 10 or more coupon books.

Private Pool Rental

Splash around and make a scene because all eyes are on you when you celebrate your birthday at one of our newly renovated swimming pools!

All pools are available to rent! The two-hour reservation admits 50 people, including both swimmers and non-swimmers. Rentals having over 50 people, requires additional guards and must be arranged in advance.

The \$275 rental fee (2 hours) for 50 people, increases \$30 for every 25 people up to 200 guests, along with a \$75 deposit is required to secure the reservation. Contact the pool or call our Aquatics Team at 316.268.4390 to book a private pool rental

Youth Swim Lessons | \$40

(ages 5-15)

Eight, 45-minute lessons.

Location: ALL POOLS

Central Park Swimming

Pool Open Now

Section XII, Item C.

***Registration for all memberships, swimming lessons, & pool rentals will be taken at the pool only ***

7350 E. Central Park Avenue | 744-7331



POOL HOURS

WEEKDAYS (Mon-Fri):

Open Swim

Mon-Thurs: 1pm—7pm

Friday: 2pm—8pm

WEEKENDS (Sat-Sun):

Pool Hours: 1pm—6pm

(POOL HOURS SUBJECT TO CHANGE)

SUMMER PASSES

R- Resident
NR- Nonresident

Individual (ages 12 & older)	R-\$115/yr NR-\$172/yr
Family (2 adults and dependent children residing in the home)	R-\$170/yr NR-\$255/yr
Rec & Pool Combo (Resident or Nonresident Family*)	R- \$220/yr NR-\$275/yr
DAILY FEES	
All ages (under 12 must be with an adult)	\$4 per day

POOL RENTALS

Have your next party at the pool! Rental packages are available outside of normal business hours.

Up to 25 patrons—\$45/hour | Over 25* patrons—\$66/hour ***Limit of 50 patrons

GROUP SWIMMING LESSONS

Morning Sessions: July 11-21

Time: 11:00-11:45am & 12:00-12:45pm Mon-Thurs.

Evening Session: July 11-21

Time: 7:00-7:45pm Mon-Thurs.

Members - \$40/session | Non-Members - \$60/session

PRIVATE SWIMMING LESSONS

Private swimming lessons are available by appointment and are subject to availability.

***Registration for all memberships, swimming lessons, & pool rentals will be taken at the pool only ***

For more information, please visit: www.belaires.gov

Fee Schedule
Effective: January 1, 2023

Section XII, Item C.

Alcohol/Liquor

Section 1

1.1	Enhanced Cereal Malt Beverage Retail	2023	Note
1.1.1	General Retailer (On-Premise Consumption), per each tavern or place selling CMB at retail (Includes \$25 State stamp fee, and \$50 non-refundable fee).	\$225/yr	
1.1.2	Limited Retailer (Off-Premise Consumption), per each place selling only CMB in original unopened containers, and not for consumption on premises. (Includes \$25 State stamp fee, and \$50 non-refundable fee)	\$75/yr	
1.2	Alcohol Liquor		
1.2.1	City Temporary Permit for selling or Serving Alcoholic Liquor (State permit also required)	\$100/ day	
1.2.2	Caterer's Occupational Tax for Selling or Serving Alcoholic Liquor	\$500/2 years	

Business General Licenses & Permits

Section 2

2.1	Business Licenses	2023	Notes
2.1.1	General Business License	\$50/yr	
2.1.2	Home Occupation License Tier 1 (not required to register)	\$0	
2.1.3	Home Occupation Licenses Tier 2 and 3	\$35/yr	
2.1.4	Solicitor License	\$30/30 days + \$15 per person	
2.1.5	Peddlers License	\$30/30 days + \$15 per person	
2.1.6	Transient Merchant License	\$30/90 days + \$15 per person	
2.1.7	Business Signage-Temp or Permanent (plus any building permit fees)	\$50	
2.1.8	Mobile Home Licenses	\$50 + \$5 per home	
2.1.9	Amusement Ride Co. License Application Fee	\$25	
2.1.10	Amusement Ride Co. Annual License	\$600/ yr	
2.1.11	Temporary Amusement Ride Company Annual License, under 20 rides	\$30/ride	
2.2	General Permits	2023	Notes
2.2.1	Garage, Rummage, Yard Sale Permit	\$2 per day	
2.2.2	Auction Permit	\$100 per auction	
2.2.3	Well Producing Gas or Petroleum	\$1,000 per yr	

City Utilities and Infrastructure

Section 3

3.1	Utility Billing and Administration	2023	Notes
3.1.1	Move In Connection Fee	\$50	
3.1.2	Account Transfer Fee	\$25	
3.1.3	Non-payment fee	\$50	
3.1.4	Utility Late Payment Fee	5%	
3.1.5	Meter Lock Out	\$50	
3.1.6	Lock Damage	\$50	
3.1.7	Meter re-read or leak inspection beyond one per yr	\$50	

3.2	Water and Wastewater Connections	2023	Notes
3.2.1	Fire Line Standby	\$30/month	
3.2.2	Fire Line Tap Fee	\$950	
3.2.3	Hydrant Meter Fee and Use Permit	\$100	
3.2.4	Metered Hydrant	\$10 per 1,000 gallons	
3.2.5	New and Replacement Water and 4" Sewer (Meter install, tap, inspection, and permit) 1" line	\$3,600	
	1" Water Meter, Tap, Install Permit	\$2,650	
3.2.6	4" Sewer Tap, Install Permit	\$950	
3.2.7	1.5" or 2" Water Meter Installation (Contractor provide & install vault)	\$2,500	
3.2.8	Long service, compound meters or a non- stock meter	Section 5.3.1, 5.3.2, 5.3.3	
3.2.9	Equity Fees (water & sewer)	Water	Sewer
	1.5" Line	\$2,400	\$2,400
	2" Line	\$3,600	\$3,600
	3" Line	\$5,400	\$5,400
	4" Line	\$8,100	\$8,100
	5" Line	\$12,150	\$12,150
	6" Line	\$18,225	\$18,225
	7" Line	\$27,338	\$27,338
	8" Line	\$41,006	\$41,006
	10" Line	\$61,509	\$61,509
	12" Line	\$92,264	\$92,264
			Turn Key Cost
			\$5,600
			\$8,000
			\$11,600
			\$17,000
			\$25,100
			\$37,250
			\$55,475
			\$82,813
			\$123,819
			\$185,328

Code Enforcement

Section 4

4.1	General Fees	2023	Notes
4.1.1	Sign Return		
	Political Sign	\$10	
	All Other Signs	\$15	
4.1.2	8-1-1 One Call Violations	\$100	
4.2	Nuisances and Abatement	2023	Notes
4.2.1	Nuisance Abatement Fees	Section 5.3.1, 5.3.2, 5.3.3	
4.2.2	Condemnation Fees	Section 5.3.1, 5.3.2, 5.3.3	
4.2.3	Mowing	Section 5.3.1, 5.3.2, 5.3.3	

General Fees**Section 5**

5.1	Administrative Fees	2023	Notes
5.1.1	Insufficient Funds/Returned Payment	\$35	
5.1.2	Copy Fee-Black and White	\$0.25/page	
5.1.3	Copy Fee-Color	\$0.50/page	
5.1.4	Fax Charge	\$2/page	
5.1.5	Retrieval Inspection of Public Records	\$20/hour	

5.3	Labor, Equipment, Materials	2023	Notes
5.3.1	All labor expenses shall be charged at the employee hourly rate for the actual hours worked, including overtime rates of pay, if applicable. The labor cost shall be increased by 45% to cover all fringe benefit costs		
5.3.2	All city equipment usage shall be charged out at hourly rates prescribed in the "Department of Homeland Security FEMA Schedule of Equipment Rates." These rates are updated periodically by the federal agency.		
5.3.3	All materials purchased from the city warehouse inventories or from a third party vendor, and contracted services, shall be charged out at cost + 10%		

Planning and Zoning

6.1	Annual Licensing Fees	2023	Notes
6.1.1	Contractor's License-Class A	\$400/yr	
6.1.2	Contractor's License-Class B	\$200/yr	
6.1.3	Contractor's License-Class C	\$100/yr	
6.1.4	Contractor's License-Class D (Limited)	\$ 75/yr	
6.1.5	Contractor's License-Class X (Utility)	\$ 75/yr	
6.1.6	Electrical/Mechanical/Gas	\$ 75/yr	
6.1.7	HVAC License	\$ 75/yr	
6.1.8	Plumber License	\$ 75/yr	
6.1.9	Working without a license	License fee is doubled	

6.2	Construction Related Fees	2023	Notes
6.2.1	Concrete Permit	\$50	
6.2.2	Gas Permit	\$50	
6.2.3	Electrical Permit	\$50	
6.2.4	Mechanical Permit	\$50	
6.2.5	Plumbing Permit	\$50	
6.2.6	Special Waste Report (grease trap)	\$75	
6.2.7	Swimming Pool Permit	Valuation Table	
6.2.8	Deck, patio, Shed, Gazebo, Fence Permit	Valuation Table	
6.2.9	New residential building construction	\$.40 per sq ft	
6.2.10	Residential Building Permits	Valuation Table	
6.2.11	Commercial Zoning & Building Permits	Valuation Table	
6.2.12	Commercial Building & Site Plan Review	65% of building	
6.2.13	Demolition Permit	\$100	
6.2.14	Excavation Permit	\$100	
6.2.15	Location Permit	\$25	
6.2.16	Erosion Remediation	5.3.1 and/or 5.3.3	

Construction Related Fees		2023	Notes
6.2.17	Parking Lots (plan review fee assessed per valuation)	\$50 permit plus \$2 per space	
6.2.18	Replacement Card	\$10	
6.2.19	Working without a permit	Permit fee is doubled	
6.2.20	Inspection when no fee specifically indicated	\$50/hr (½ hr min.)	
6.2.21	Re-Inspection fee for all permits	\$60	
6.2.22	Same day inspection fee	\$50/hr (½ hr min.)	
6.2.23	After hours inspection	\$60/hr (½ hr min.)	

6.3	General Fees	2023	Notes
6.3.1	Curb Cut	\$60	
6.3.2	Culvert Cut	\$60	
6.3.3	Pavement Cut	\$60	
6.3.4	Street Connection Permit	\$200	
6.3.5	Well Permit	\$100	
6.3.6	Sprinkler Permit (Residential)	\$50	
6.3.7	Sprinkler Permit (Commercial)	\$100	
6.3.8	Backflow test report filing fee	\$5	
6.3.9	Floodplain Permit	\$25	

6.4	Land Use and Zoning	2023	Notes
6.4.1	Board of Zoning and Appeals	\$200.00	
6.4.2	Zone Change	\$500.00 + Publication costs	
6.4.3	Lot Split	\$200.00	
6.4.4	Vacations	\$250.00	
6.4.5	Preliminary Plat	\$350.00/\$10.00 lot	
6.4.6	Final Plat	\$350.00/\$10.00 lot	
6.4.7	One-Step Plat	Equal to Final plat cost	
6.4.8	Preliminary PUD Plan	\$350.00/\$10.00 lot	
6.4.9	Final PUD Plan	\$350.00/\$10.00 lot	
6.4.10	Zoning Variance	\$175.00	
6.4.11	Special Use	\$250.00	
6.4.12	Conditional Use	\$250.00	
6.4.13	Administrative Exceptions	\$175.00	
6.4.14	Right-of-Way Application (Residential)	\$20.00	
6.4.15	Right-of-Way Application (Commercial)	\$75.00	
6.4.16	Firework Distribution	\$2,500 up to 2,500 sq. ft. /\$1 per additional sq. ft.	
6.4.17	Engineering	5.3.1 and/or 5.3.3	

City of Bel Aire Commercial and Residential Building and Zoning Permit Fees
Adopted by City Council, June 1, 2010

<u>TOTAL VALUATION-\$</u>	<u>FEE- \$</u>	<u>TOTAL VALUATION-\$</u>	<u>FEE- \$</u>
\$1 - 500	\$33.00	\$33,001 - 34,000	\$353.00
\$501 - 600	\$35.50	\$34,001 - 35,000	\$359.00
\$601 - 700	\$38.00	\$35,001 - 36,000	\$366.00
\$701 - 800	\$40.50	\$36,001 - 37,000	\$373.00
\$801 - 900	\$43.00	\$37,001 - 38,000	\$380.00
\$901 - 1,000	\$45.50	\$38,001 - 39,000	\$387.00
\$1,001 - 1,100	\$48.00	\$39,001 - 40,000	\$394.00
\$1,101 - 1,200	\$50.50	\$40,001 - 41,000	\$401.00
\$1,201 - 1,300	\$53.00	\$41,001 - 42,000	\$408.00
\$1,301 - 1,400	\$55.50	\$42,001 - 43,000	\$415.00
\$1,401 - 1,500	\$58.00	\$43,001 - 44,000	\$422.00
\$1,5001 - 1,600	\$60.50	\$44,001 - 45,000	\$429.00
\$1,6001 - 1,700	\$63.00	\$45,001 - 46,000	\$436.00
\$1,701 - 1,800	\$65.50	\$46,001 - 47,000	\$443.00
\$1,801 - 1,900	\$68.00	\$47,001 - 48,000	\$450.00
\$1,901 - 2,000	\$70.50	\$48,001 - 49,000	\$457.00
\$2,001 - 3,000	\$80.00	\$49,001 - 50,000	\$464.00
\$3,001 - 4,000	\$89.50	\$50,001 - 51,000	\$469.00
\$4,001 - 5,000	\$99.00	\$51,001 - 52,000	\$474.00
\$5,001 - 6,000	\$108.50	\$52,001 - 53,000	\$479.00
\$6,001 - 7,000	\$118.00	\$53,001 - 54,000	\$484.00
\$7,001 - 8,000	\$127.50	\$54,001 - 55,000	\$489.00
\$8,001 - 9,000	\$137.00	\$55,001 - 56,000	\$494.00
\$9,001 - 10,000	\$146.50	\$56,001 - 57,000	\$499.00
\$10,001 - 11,000	\$156.00	\$57,001 - 58,000	\$504.00
\$11,001 - 12,000	\$165.50	\$58,001 - 59,000	\$509.00
\$12,001 - 13,000	\$175.00	\$59,001 - 60,000	\$514.00
\$13,001 - 14,000	\$184.50	\$60,001 - 61,000	\$519.00
\$14,001 - 15,000	\$194.00	\$61,001 - 62,000	\$524.00
\$15,001 - 16,001	\$203.50	\$62,001 - 63,000	\$529.00
\$16,001 - 17,000	\$213.00	\$63,001 - 64,000	\$534.00
\$17,001 - 18,000	\$222.50	\$64,001 - 65,000	\$539.00
\$18,001 - 19,000	\$232.00	\$65,001 - 66,000	\$544.00
\$19,001 - 20,000	\$241.00	\$66,001 - 67,000	\$549.00
\$20,001 - 21,000	\$251.00	\$67,001 - 68,000	\$554.00
\$21,001 - 22,000	\$260.50	\$68,001 - 69,000	\$559.00
\$22,001 - 23,000	\$270.00	\$69,001 - 70,000	\$564.00
\$23,001 - 24,000	\$279.00	\$70,001 - 71,000	\$569.00
\$24,001 - 25,000	\$289.00	\$71,001 - 72,000	\$574.00
\$25,001 - 26,000	\$296.00	\$72,001 - 73,000	\$579.00
\$26,001 - 27,000	\$303.00	\$73,001 - 74,000	\$584.00
\$27,001 - 28,000	\$310.00	\$74,001 - 75,000	\$598.00
\$28,001 - 29,000	\$317.00	\$75,001 - 76,000	\$594.00
\$19,001 - 30,000	\$324.00	\$76,001 - 77,000	\$599.00
\$30,001 - 31,001	\$331.00	\$77,001 - 78,000	\$604.00
\$31,001 - 32,000	\$338.00	\$78,001 - 79,000	\$609.00
\$32,001 - 33,000	\$345.00	\$79,001 - 80,000	\$614.00
		\$80,001 - 81,000	\$619.00

City of Bel Aire Commercial and Residential Building and Zoning Permit Fees
Adopted by City Council, June 1, 2010

\$81,001 - 82,000	\$624.00	\$714.00 FOR THE FIRST \$100,000 PLUS
\$82,001 - 83,000	\$629.00	\$4.00 FOR EACH ADDITIONAL \$1,000 OR
\$83,001 - 84,000	\$634.00	FRACTION THEREOF UP TO & INCLUDING
\$84,001 - 85,000	\$639.00	\$500,000
\$85,001 - 86,000	\$644.00	
\$86,001 - 87,000	\$649.00	\$2,299.00 FOR THE FIRST \$500,000 PLUS
\$87,001 - 88,000	\$654.00	\$3.50 FOR EACH ADDITIONAL \$1,000 OR
\$88,001 - 89,000	\$659.00	FRACTION THEREOF UP TO & INCLUDING
\$89,001 - 90,000	\$664.00	\$1,000,000
\$90,001 - 91,000	\$669.00	
\$91,001 - 92,000	\$674.00	\$4,049.00 FOR THE FIRST \$1,000,000
\$92,001 - 93,000	\$679.00	PLUS \$2.50 FOR EACH ADDITIONAL
\$92,001 - 94,001	\$684.00	\$1,000 OR FRACTION THEREOF
\$94,001 - 95,000	\$689.00	
\$95,001 - 96,001	\$694.00	\$15.00 PERMIT ISSUANCE FEE <u>IS</u>
\$96,001 - 97,000	\$699.00	<u>INCLUDED</u> IN THE ABOVE TABLE FEES.
\$97,001 - 98,000	\$704.00	
\$98,001 - 99,000	\$709.00	<u>PLAN REVIEW TO BE CALCULATED</u>
\$99,001 - 100,000	\$714.00	AT 65% OF PERMIT FEE .

Recreation

Section 7

2023

7.1 Recreation Center Passes

	Resident	Non-Resident
7.1.1 Family	\$85.00/year	\$150.00/year
7.1.2 Individual	\$ 55.00/year	\$95.00/year
7.1.3 Senior Couple	\$ 55.00/year	\$95.00/year
7.1.4 Resident Senior	\$ 40.00/year	\$60.00/year
7.1.5 Day Fee	\$ 3.00/day	\$ 3.00/day

7.2 Youth Sports

	Resident	Non-Resident
7.2.1 Indoor/Outdoor Soccer	\$38.00	\$58.00
7.2.2 Short Sports	\$15.00	\$25.00
7.2.3 Heights Baseball/Softball	\$95.00	\$120.00
7.2.4 Blastball	\$25.00	\$40.00
7.2.5 T Ball	\$38.00	\$58.00
7.2.6 Machine Pitch BB/SB	\$45.00	\$65.00
7.2.7 Youth Pitch BB/SB	\$45.00	\$65.00
7.2.8 Flag Football	\$40.00	\$60.00
7.2.9 Volleyball	\$35.00	\$55.00
7.2.10 Basketball	\$38.00	\$58.00
7.2.11 Little Dribblers	\$25.00	\$40.00
7.2.12 Basketball Clinics/Camps	\$20-\$70; depending on duration	
7.2.13 Late registration fee	\$15.00	

7.3 Youth Activities

	Resident	Non-Resident
7.3.1 Youth Cheerleading	\$38.00	\$58.00
7.3.2 Spring Break Sports Week	\$20.00	\$30.00
7.3.3 Hip Hop	\$38.00	\$58.00
7.3.4 Tumbling	\$38.00	\$58.00
7.3.5 Dazzling Dancers	\$38.00	\$58.00
7.3.6 Taekwondo 1X/week	\$20.00	\$35.00
7.3.7 Taekwondo 2X/week	\$30.00	\$45.00
7.3.8 Day Camp	\$140 per week	\$150 per week

7.4 Adult Activities

	Resident	Non-Resident
7.4.1 Group Exercise 1X/week	\$20.00	\$35.00
7.4.2 Group Exercise 2X/week	\$30.00	\$45.00
7.4.3 Yoga 1X/week	\$20.00	\$35.00
7.4.4 Yoga 2X/week	\$30.00	\$45.00
7.4.5 Taekwondo 1X/week	\$20.00	\$35.00
7.4.6 Taekwondo 2X/week	\$30.00	\$45.00

7.5 Facility Rental

	Resident	Non-Resident
7.5.1 Gymnasium	\$75/hr	\$100/hr
7.5.2 Activity Room	\$50/hr	\$75/hr
7.5.3 Baseball/Softball Fields	\$ 15/hrs	
7.5.4 Soccer Field	\$ 15-\$25/hr-based on field size	

7.6 Swimming Pool

	Resident	Non-Resident
7.6.1 Daily Fee	\$5.00	\$5.00
7.6.2 Individual Membership	\$135/yr	\$205/yr
7.6.3 Family Membership	\$200/yr	\$300/yr
7.6.4 Rec/Pool Combo	\$260/yr	\$345/yr
7.6.5 Group Swimming Lessons	\$ 40/session	\$ 60/session
7.6.6 Private Swimming Lessons	\$ 20/hr	\$ 30/hr
7.6.7 Pool Rental-up to 25 patrons	\$ 60/hr	\$ 60/hr
7.6.8 Pool Rental-25 to 50 patrons	\$ 80/hr	\$ 80/hr

OFFENSES*Bond Schedule set by Judge per K.S.A 12-4305**Infraction Fines set by K.S.A 8-2118**CAR = Court Appearance Required.**NTA = Notice to appear.**PS = Professional Surety**OR = Own Recognizance**NCO = No Contact Order***Section 8**

8.1	Court Fees	2023	Note
8.1.1	Court Cost	\$100	
8.1.3	Warrant	\$50	
8.1.4	DL Reinstatement	\$122	not determined by City
8.1.6	Pre-Sentence Investigation	\$150	not determined by City
8.1.8	Filing of petition for expungment	\$150	
8.1.9	Court Record Request	\$25	
8.1.10	DVD Copies	\$30	
8.1.11	Certified Letter Fee	\$10	
8.1.12	Failure to appear Letter Fee	\$10	
8.1.13	Court Ordered Finger Prints	\$33	
8.1.14	Fingerprints for citizens	\$20	
8.1.15	Police Report	\$20	
8.1.16	Court Report	\$20	
8.1.17	Trial Fee	\$20	
8.1.18	Jail Fee*	*	

**Rate determined/billed by Sedgwick Co.*

8.2	Traffic Signs, Signals, and Markings	2023	Bond Schedule	Note
8.2.1	Disobeying Traffic Control Device	\$75	NTA	K.S.A 8-2118
8.2.2	Violating Traffic Control Signal	\$75	NTA	K.S.A 8-2118
8.2.3	Pedestrian-Control Signals	\$45	NTA	K.S.A 8-2118
8.2.4	Flashing Signals	\$75	NTA	K.S.A 8-2118
8.2.5	Lane-Control Signal	\$75	NTA	K.S.A 8-2118
8.2.6	Unauthorized Sign, Signal, Marking or Device	\$45	NTA	K.S.A 8-2118
8.2.7	Interference Traffic-Control Device or RR Signals	CAR/\$135	NTA	K.S.A 8-2118
8.2.8	Driving on Play Streets	\$75	NTA	
8.2.9	Obedience to authorized persons directing traffic	CAR	NTA	K.S.A 8-2118

8.3	Accidents	2023	Bond Schedule	Note
8.3.1	Leaving the Scene of a Death or Injury Accident	CAR	2500 PS	
8.3.2	Leaving Scene Non-Injury Accident	CAR	500 PS	
8.3.3	Duty to Give Information & Render Aid ACC IDENT	CAR	500 PS	
8.3.4	Duty Striking Unattended VEH or Other Property	CAR	NTA	
8.3.5	Duty to Report Accidents	CAR	NTA	
8.3.6	False Reports	CAR	1000 PS	

8.4	Serious Traffic Offenses	2023	Bond Schedule	Note
8.4.1	Reckless Driving	CAR	300 PS	
8.4.2	D.U.I. (1st Offense)	CAR	2500 PS	
8.4.3	(2nd Offense)	CAR	2500 PS	
8.4.4	(3rd Offense)	CAR	2500 PS	
8.4.5	D.U.I. Commercial Vehicle (1st Offense)	CAR	2500 PS	
8.4.6	(2nd Offense)	CAR	2500 PS	
8.4.8	Fleeing or Attempting to Elude Police	CAR	2500 OR	

8.5	Speed Limits	2023	Bond Schedule	Note
8.5.1	Speed Basic Rule	\$75	NTA	K.S.A 8-2118
8.5.2	Maximum Speed Limits (1-10 mph over limit)	\$45	NTA	K.S.A 8-2118
8.5.3	Speed 11-20 mph over limit (add \$6.00 per mph over 10 up to 20)	\$45 plus*	NTA	K.S.A 8-2118
8.5.4	Speed 21-30 mph over limit (add \$9.00 per mph over 20 up to 30)	\$105 plus**	NTA	K.S.A 8-2118
8.5.5	Speed 31 mph & up over limit (add \$15.00 per mph over 30)	\$195 plus ***	NTA	K.S.A 8-2118
8.5.6	Minimum Speed Regulation	\$45	NTA	K.S.A 8-2118
8.5.7	Speed Motor Driven Cycle	\$75	NTA	K.S.A 8-2118
8.5.8	Racing or Drag Racing	CAR	NTA	K.S.A 8-2118
* add \$6.00 per mph over 10 mph over the limit. Ex: 11mph over = \$51, 12mph over = \$57, 13mph over = \$63, etc				
**add \$9.00 per mph over 20 mph over the limit. Ex: 21mph over = \$114, 22mph over = \$123, 23mph over = \$132, etc				
***add \$15.00 per mph over 30mph over the limit. Ex 31mph over = \$210, 32mph over = \$225, 33mph over = \$240, etc				
8.6	Driving on Right Side of Roadway; Overtaking	2023	Bond Schedule	Note
8.6.1	Driving Right Side of Roadway	\$75	NTA	K.S.A 8-2118
8.6.2	Failure to Keep Right to Pass Oncoming Vehicle	\$75	NTA	K.S.A 8-2118
8.6.3	Improper Passing; Increase Speed when Passed	\$75	NTA	K.S.A 8-2118
8.6.4	Improper Passing on Right	\$75	NTA	K.S.A 8-2118
8.6.5	Limitations on Overtaking on the Left	\$75	NTA	K.S.A 8-2118
8.6.6	Further Limitations on Driving Left of Center	\$75	NTA	K.S.A 8-2118
8.6.7	No Passing Zone Infraction	\$75	NTA	K.S.A 8-2118
8.6.8	One-Way Roadways and Rotary Traffic Islands	\$75	NTA	K.S.A 8-2118
8.6.9	Driving on Roadways Landed for Traffic	\$75	NTA	K.S.A 8-2118
8.6.10	Following Too Close	\$75	NTA	K.S.A 8-2118
8.6.11	Driving Divided Highways	\$45	NTA	K.S.A 8-2118
8.7	Turning & Starting - Signals on Stopping & Turning	2023	Bond Schedule	Note
8.7.1	Turning	\$75	NTA	K.S.A 8-2118
8.7.2	U-Turns, Where Prohibited	\$75	NTA	K.S.A 8-2118
8.7.3	Turning on Curve or Crest of Grade	\$75	NTA	K.S.A 8-2118
8.7.4	Starting Parked Vehicle	\$45	NTA	K.S.A 8-2118
8.7.5	Turning Movements and Required Signals	\$75	NTA	K.S.A 8-2118
8.7.6	Signals by Hand and Arm or Signal Lamps	\$45	NTA	K.S.A 8-2118
8.7.7	Methods of Giving Signals	\$45	NTA	K.S.A 8-2118
8.8	Right-Of-Way	2023	Bond Schedule	Note
8.8.1	Vehicle Approaching or Entering Intersection	\$75	NTA	K.S.A 8-2118
8.8.2	Vehicle Turning Left	\$75	NTA	K.S.A 8-2118
8.8.3	Stop Sign and Yield Signs	\$75	NTA	K.S.A 8-2118
8.8.4	Vehicle Entering Roadway	\$75	NTA	K.S.A 8-2118
8.8.5	Approach of Authorized Emergency Vehicle	\$195	NTA	K.S.A 8-2118
8.8.6	Highway Construction or Maintenance	\$105	NTA	K.S.A 8-2118
8.9	Pedestrians	2023	Bond Schedule	Note
8.9.1	Pedestrian Obedience to Traffic-Control Device	\$45	NTA	K.S.A 8-2118
8.9.2	Pedestrians Right of Way in Crosswalk	\$75	NTA	K.S.A 8-2118
8.9.3	Crossing at Other Than Crosswalk (Jaywalking)	\$45	NTA	K.S.A 8-2118
8.9.4	Drivers Exercise Care	\$45	NTA	K.S.A 8-2118
8.9.5	Pedestrian Use Right Half of Crosswalk	\$45	NTA	K.S.A 8-2118
8.9.6	Pedestrian on Highways	\$45	NTA	K.S.A 8-2118
8.9.7	Pedestrian Soliciting Rides or Business	\$45	NTA	K.S.A 8-2118
8.9.8	Driving Through Safety Zone	\$45	NTA	K.S.A 8-2118
8.9.9	Pedestrian Right of Way on Sidewalks	\$45	NTA	K.S.A 8-2118
8.9.10	Pedestrian Yield to Authorized Emergency Vehicle	\$45	NTA	K.S.A 8-2118
8.9.11	Blind Pedestrian Right of Way	\$45	NTA	K.S.A 8-2118
8.9.12	Pedestrian Under Influence of Alcohol	\$45	200 PS	
8.9.13	Bridge or RR Signals	\$45	NTA	K.S.A 8-2118

8.10	Special Stops Required	2023	Bond Schedule	Note
8.10.1	Obedience to Signal Approaching of Train	\$195	NTA	
8.10.2	All Vehchile Must Stop at Certain RR Crossing	\$135	NTA	
8.10.3	Certain Vehchile Stop at RR Crossing	\$195	NTA	
8.10.4	Moving Heavy Equipment at RR Crossing	\$75	NTA	
8.10.5	Emerging from Alley or Private Drive or Building	\$75	NTA	
8.10.6	Overtaking and Passing School Bus	\$315	NTA	
8.10.7	Overtaking and Passing Church Bus	\$195	NTA	

8.11	Stopping, Standing, Parking	2023	Bond Schedule	Note
8.11.1	(A)(1) Double Parking	\$45	NTA	K.S.A 8-118
8.11.2	(A)(2) On Sidewalk	\$45	NTA	K.S.A 8-118
8.11.3	(A)(3) Within an Intersection	\$45	NTA	K.S.A 8-118
8.11.4	(A)(4) On a Crosswalk	\$45	NTA	K.S.A 8-118
8.11.5	(A)(5) Between Safety Zone	\$45	NTA	K.S.A 8-118
8.11.6	(A)(6) Street Excavation	\$45	NTA	K.S.A 8-118
8.11.7	(A)(7) Upon Bridge	\$45	NTA	K.S.A 8-118
8.11.8	(A)(8) On RR Tracks	\$45	NTA	K.S.A 8-118
8.11.9	(A)(9) Controlled Access	\$45	NTA	K.S.A 8-118
8.11.10	(A)(10) Divided Highway	\$45	NTA	K.S.A 8-118
8.11.11	(A)(11) Signs Prohibited	\$45	NTA	K.S.A 8-118
8.11.12	(B)(1) Private Drive	\$45	NTA	K.S.A 8-118
8.11.13	(B)(2) 15' Fire Hydrant	\$45	NTA	K.S.A 8-118
8.11.14	(B)(3) 20' Cross Walk	\$45	NTA	K.S.A 8-118
8.11.15	(B)(4) 30' Stop Sign	\$45	NTA	K.S.A 8-118
8.11.16	(B)(5) 20' FD Driveway	\$45	NTA	K.S.A 8-118
8.11.17	(B)(6) Signs Prohibited	\$45	NTA	K.S.A 8-118
8.11.18	(C)(1) 50' RR Crossing	\$45	NTA	K.S.A 8-118
8.11.19	(C)(2) Signs Prohibit	\$45	NTA	K.S.A 8-118
8.11.20	(D) Away from Curb	\$45	NTA	K.S.A 8-118
8.11.21	(E) Fire Lanes	\$45	NTA	K.S.A 8-118
8.11.22	Stop or Park on Roadways	\$45	NTA	K.S.A 8-118
8.11.23	Handicapped Parking	CAR	NTA	
8.11.24	Handicapped Parking; Revoked or Suspended Device	CAR	NTA	
8.11.25	Parking for Certain Purposes Prohibited	\$45	NTA	
8.11.26	Stall Parking	\$45	NTA	
8.11.27	Blocking Traffic	\$45	NTA	
8.11.28	Parking on Narrow Streets Signs	\$45	NTA	
8.11.29	Parking in Alley	\$45	NTA	
8.11.30	Parking Disabled and Other Vehicles	\$45	NTA	
8.11.31	Park Adjacent to Schools	\$45	NTA	
8.11.32	Stop, Park in Hazardous or Congested Places Signs	\$45	NTA	
8.11.33	Parking Prohibited at All Times in Designated Places	\$45	NTA	
8.11.34	Limited Time Parking Zones	\$45	NTA	
8.11.35	Communication and Delivery Vehicle Loadingand Unloading	\$45	NTA	
8.11.36	Loading, Unloading or Special Zone	\$45	NTA	

8.12	Miscellaneous Rules	2023	Bond Schedule	Note
8.12.1	Using Headphones or TV Reciever	\$40	NTA	
8.12.2	Inattentive Driving	\$75	NTA	
8.12.3	Transporting of Alcoholic Liquor or CMB	CAR	OR	
8.12.4	Unattend Motor Vehicle	\$45	NTA	K.S.A 8-118
8.12.5	Obstruction of Driver's View or Driving Mechanism	\$45	NTA	K.S.A 8-118
8.12.6	Coasting	\$45	NTA	K.S.A 8-118
8.12.7	Following Fire APPR. PROH.	\$75	NTA	K.S.A 8-118
8.12.8	Crossing Fire Hose	\$45	NTA	K.S.A 8-118
8.12.9	Putting Glass, Etc.	\$105	NTA	K.S.A 8-118
8.12.10	Stop When Traffic Obstructed	\$45	NTA	K.S.A 8-118
8.12.11	Snowmobile Operation Limited	\$45	NTA	K.S.A 8-118

8.12.12	Unlawful Operation of All-Terrain Vehicle	\$75	NTA	K.S.A. 8-118
8.12.13	Unlawful Operation of Low-Speed Vehicle	\$75	NTA	K.S.A. 8-118
8.12.14	Unlawful Riding Persons 14 Years of Age and Older	\$75	NTA	K.S.A. 8-118
8.12.15	Driving on Sidewalk	\$45	NTA	K.S.A. 8-118
8.12.16	Limitations on Backing	\$45	NTA	K.S.A. 8-118
8.12.17	Drive Through Private Property to Avoid Traffic Control	\$45	NTA	
8.12.18	Driving Through Procession	\$45	NTA	
8.12.19	Street Barriers	\$45	NTA	
8.12.20	Opening and Closing Vehicle Doors	\$45	NTA	K.S.A. 8-118
8.12.21	Riding in House Trailer Prohibited	\$45	NTA	K.S.A. 8-118
8.12.22	Driving Across Lawns, Sidewalks, Yards, Crops, Etc.	\$100	NTA	

8.13	Operations of Bicycles, Motorized Bicycles	2023	Bond Schedule	Note
8.13.1	Parental Responsibility of Child Riding Bicycle	\$45	NTA	K.S.A. 8-118
8.13.2	Riding on Bicycles Seats; Riders Limited	\$45	NTA	K.S.A. 8-118
8.13.3	Clinging to Vehicle	\$45	NTA	K.S.A. 8-118
8.13.4	Riding on Roadways and Bicycle Paths	\$45	NTA	K.S.A. 8-118
8.13.5	Carrying Articles	\$45	NTA	K.S.A. 8-118
8.13.6	Lamps and Other Equipment on Bicycle	\$45	NTA	K.S.A. 8-118
8.13.7	Low Power Cycles	\$45	NTA	K.S.A. 8-118
8.13.8	Use of Coaster, Skates, Etc.	\$45	NTA	K.S.A. 8-118

8.14	Lights, Brakes, Horns and Other Equipment	2023	Bond Schedule	Note
8.14.1	Equipment Offenses	\$75	NTA	K.S.A. 8-118
8.14.2	When Lighted Lamps Required	\$45	NTA	K.S.A. 8-118
8.14.3	Head Lamps on Motor Vehicle	\$45	NTA	K.S.A. 8-118
8.14.4	Tail Lamps	\$45	NTA	K.S.A. 8-118
8.14.5	Reflectors	\$45	NTA	K.S.A. 8-118
8.14.6	Stop Lamps and Turn Signals	\$45	NTA	K.S.A. 8-118
8.14.7	Additional Equipment Required on Certain Vehicles	\$45	NTA	K.S.A. 8-118
8.14.8	Color of Clearance, ID, Side Marker, Backup and Reflector	\$45	NTA	K.S.A. 8-118
8.14.9	Mount of REFT., Clearance and Side Marker Lamps	\$45	NTA	K.S.A. 8-118
8.14.10	Visibility of REFT., Clear, Lamps, and Side Marker Lamps	\$45	NTA	K.S.A. 8-118
8.14.11	Lamps or Flags on Project Load	\$75	NTA	K.S.A. 8-118
8.14.12	Lamps on Parked Vehicles	\$45	NTA	K.S.A. 8-118
8.14.13	Lamps on Other Vehicles and Equipment	\$45	NTA	K.S.A. 8-118
8.14.14	Spot Lamps and Auxiliary Lamps	\$45	NTA	K.S.A. 8-118
8.14.15	Improper Lamps or Lights on Emergency Vehicle	\$45	NTA	K.S.A. 8-118
8.14.16	Improper Stop or Turn Signal	\$45	NTA	K.S.A. 8-118
8.14.17	Improper Vehicle Hazard Warning Lamp	\$45	NTA	K.S.A. 8-118
8.14.18	Additional Lighting Equipment	\$45	NTA	K.S.A. 8-118
8.14.19	Multiple-Beam Road Light Equipment	\$45	NTA	K.S.A. 8-118
8.14.20	Use of Multiple-Beam Road Lighting Equipment	\$75	NTA	K.S.A. 8-118
8.14.21	Alternative Road Lighting Equipment Dim on Speed	\$45	NTA	K.S.A. 8-118
8.14.22	Number of Driving Lamps Required or Permitted	\$45	NTA	K.S.A. 8-118
8.14.23	Special Restrictions on Lamps	\$45	NTA	K.S.A. 8-118
8.14.24	School Buses	\$45	NTA	K.S.A. 8-118
8.14.25	Lighting Equipment on Church Buses	\$45	NTA	K.S.A. 8-118
8.14.26	Highway Construction and Maintenance Vehicles	\$45	NTA	K.S.A. 8-118
8.14.27	Brakes	\$45	NTA	K.S.A. 8-118
8.14.28	Horns and Warning Devices	\$45	NTA	K.S.A. 8-118
8.14.29	Noise Prevention; Mufflers	\$45	NTA	K.S.A. 8-118
8.14.30	Non-Vehicle Sound Amplification Systems	CAR	NTA	K.S.A. 8-118
8.14.31	Mirrors	\$45	NTA	K.S.A. 8-118
8.14.32	Defective Wipers; Obstruct Windshield or Windows	\$45	NTA	K.S.A. 8-118
8.14.33	Rest. As to Tire Equipment	\$45	NTA	K.S.A. 8-118
8.14.34	Improper Wide-Based Tire	\$45	NTA	K.S.A. 8-118
8.14.35	Spill Load on Highway	\$120		
8.14.36	Trailer and Towed Vehicles	\$120		
8.14.37	One-Way Glass	\$45	NTA	K.S.A. 8-118

8.14.38	Child Passenger Safety Restraining System	\$60	NTA	
8.14.39	Seat Belts	\$30	NTA	
8.14.40	Unlawful Riding on Vehicle; Person Under Age 14	\$60	NTA	
8.15	Equipment on Motorcycles and Motor-Driven Cycles	2023	Bond Schedule	Note
8.15.1	Headlamps	\$45	NTA	K.S.A 8-118
8.15.2	Tail Lamps	\$45	NTA	K.S.A 8-118
8.15.3	Reflectors	\$45	NTA	K.S.A 8-118
8.15.4	Stop Lamps	\$45	NTA	K.S.A 8-118
8.15.5	Multiple-Beam Road Lighting Equipment	\$45	NTA	K.S.A 8-118
8.15.6	Lighting Equipment for Motor Driven Cycles	\$45	NTA	K.S.A 8-118
8.15.7	Brake Equipment Required	\$45	NTA	K.S.A 8-118
8.15.8	Performance Ability of Brakes	\$45	NTA	K.S.A 8-118
8.15.9	Other Equipment	\$45	NTA	K.S.A 8-118
8.16	Driver's License and Vehicle Tags	2023	Bond Schedule	Note
8.16.1	No Driver's License	CAR	NTA	
8.16.2	No DL in Possession	CAR	NTA	
8.16.3	Driving While License Canceled, Suspended, or Revoked	CAR	2500 OR	
8.16.4	Driving in Violation of Restrictions	CAR	NTA	
8.16.5	Operation of a Motor Vehicle when Habitual Offender	CAR	3500 PS	
8.16.6	Unauthorized Operator	CAR	NTA	
8.16.7	Unauthorized Minors	CAR	NTA	
8.16.8	Vehicle License, Illegal tag	CAR	NTA	
8.16.9	Unlawful use of License	CAR	NTA	
8.16.10	Motor Vehicle Liability Insurance	CAR	1000 OR	
8.17	Penalties General	2023	Bond Schedule	Note
8.17.1	Parties to a Violation	CAR	NTA	
8.17.2	Offenses by Persons Owning or Controlling Vehicle	CAR	NTA	
8.18	Criminal Violations & Miscellaneous Traffic Offenses	2023	Bond Schedule	Note
8.18.1	Attempt to Commit a Crime	CAR	200 OR	
8.18.2	Conspiracy to Commit a Crime	CAR	500 OR	
8.18.3	Battery	CAR	1000 OR NCO	
8.18.4	Battery Against a Law Enforcement Officer	CAR	2500 OR	
8.18.5	Battery DV	CAR	2500 OR NCO	
8.18.6	Assault	CAR	1000 OR NCO	
8.18.7	Assault Against a Law Enforcement Officer	CAR	500 PS	
8.18.8	Criminal Possession of Firearm	CAR	5000 PS	
8.18.9	Interference with a Fireman	CAR	300 PS	
8.18.10	Encouraging Juvenile Misconduct	CAR	300 PS	
8.18.11	Furnishing Intoxicants to Minors	CAR	1000 OR	
8.18.12	Theft Less Than \$1000	CAR	1000 OR	
8.18.13	Theft of Services Less Than \$1000	CAR	1000 OR	
8.18.14	Deprivation of Property	CAR	500 PS	
8.18.15	Criminal Damage to Property Less Than \$500	CAR	1000 OR	
8.18.16	Criminal Trespass	CAR	1000 OR	
8.18.17	Litering	CAR	500 OR	
8.18.18	Tampering With Traffic Signal	CAR	200 PS	
8.18.19	Shoplifting	CAR	500 PS	
8.18.20	Giving a Worthless Check	CAR	1000 OR	
8.18.21	Obstructing Legal Process	CAR	300 PS	
8.18.22	Falsely Reporting a Crime	CAR	2500 OR	
8.18.23	Denial of Civil Rights	CAR	500 PS	
8.18.24	Lewd & Lascivious Behavior	CAR	2500 PS	
8.18.25	Disorderly Conduct	CAR	1000 OR	
8.18.26	Resist Arrest	CAR	2500 OR	
8.18.27	Unlawful Assembly	CAR	500 OR	
8.18.28	Maintaining Public Nuisance	CAR	200 PS	
8.18.29	Permitting a Public Nuisance	CAR	200 PS	

8.18.30	Giving a False Alarm	CAR	500 OR
8.18.31	Criminal Desecration	CAR	200 PS
8.18.32	Loitering	CAR	100 PS
8.18.33	Promoting Prostitution	CAR	2500 PS
8.18.34	Prostitution	CAR	1500 OR
8.18.35	Unlawful Discharge of Firearm	CAR	300 PS
8.18.36	Creating a Hazard	CAR	300 PS
8.18.37	Dangerous Missles	CAR	300 PS
8.18.38	Animal at Large	CAR	50 PS
8.18.39	Dog at Large	CAR	50 PS
8.18.40	Possession of Marijuana	CAR	1000 OR
8.18.41	Possession of Drug Paraphernalia	CAR	1500 OR
8.18.42	Obtain Prescription by Fraud	CAR	1000 OR
8.18.43	CMB Consumption Upon a Public Place	CAR	50 PS
8.18.44	CMB Sale Limited to Structure	CAR	50 PS
8.18.45	Purchase or Consumption of CMB by a Minor	CAR	100 PS
8.18.46	Underage Purchases, Possession, Consumption of Liquor	CAR	500 OR
8.18.47	Public Intoxication	CAR	100 PS
8.18.48	Liquor Consumption in a Public Place	CAR	100 PS
8.18.49	False Fire Alarm	CAR	100 PS
8.18.50	Fireworks Prohibited	CAR	50 PS
8.18.51	Fireworks Discharge on Public Property	CAR	50 PS
8.18.52	Throwing Fireworks	CAR	50 PS
8.18.53	Parking Livestock Vehicles	CAR	50 PS
8.18.54	Parking Inoperable Vehicles	CAR	50 PS
8.18.55	Curfew Violation	CAR	NTA
8.18.56	Riding Bicycle or Vehicle on Sidewalk	CAR	NTA
8.18.57	Urinating or Defecating in Public	CAR	50 PS
8.18.58	Damage Plants on Public Property	CAR	50 PS
8.18.59	Curfew Violation in City Parks	CAR	50 PS
8.18.60	Obstruction of Street or Sidewalk	CAR	50 PS
8.18.61	Barricade Placement and Tampering	CAR	50 PS
8.18.62	Putting Petroleum Products in Street	CAR	50 PS
8.18.63	Burning in Street	CAR	50 PS
8.18.64	Careless Driving	CAR	NTA
8.18.65	Parking Street Sweeping	CAR	NTA
8.18.66	Putting Refuse in Container Other Than Own	CAR	50 PS
8.18.67	Open Burning of Refuse	CAR	50 PS

Bond Schedule set by Judge per K.S.A 12-4305
Infraction Fines set by K.S.A 8-2118
CAR = Court Appearance Required. These are misdemeanors
NTA = Notice to appear. Not an arrestable offense
PS = Professional Surety
OR = Own Recognizance
NCO = No Contact Order

(First published in the Ark Valley News on _____.)

CITY OF BEL AIRE, KANSAS

RESOLUTION NO. R-_____

A RESOLUTION CONCERNING SERVICE, LICENSE AND PERMIT FEES WITHIN THE CORPORATE LIMITS OF THE CITY OF BEL AIRE, KANSAS.

WHEREAS, the Governing Body of the City of Bel Aire, Kansas regularly reviews, updates, and approves the *City of Bel Aire Schedule of Service, License, and Permit Fees*, for the City of Bel Aire, Kansas.

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

SECTION 1. ADOPTION. The revised 2023 *City of Bel Aire Schedule of Service, License, and Permit Fees*, (Schedule), is hereby approved for use within the corporate limits of the City of Bel Aire, Kansas as set forth herein.

SECTION 2. INCORPORATION AS APPENDIX. One (1) copy of the Schedule shall be included as an Appendix within the Bel Aire City Code and open to inspection and available to the public at all reasonable hours.

SECTION 3. PUBLICATION. This resolution shall be published once in the official City newspaper.

SECTION 4. EFFECTIVE DATE. This resolution shall take effect and be in force May 16, 2023.

ADOPTED AND PASSED by the Governing Body of the City of Bel Aire, Kansas, this

_____ day of May, 2023.

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

City of Bel Aire, Kansas

STAFF REPORT

DATE: May 8, 2023

TO: Governing Body, City Manager

FROM: Planning Commission

RE: April 13, 2023, Planning Commission Meeting



PUD-23-01. Final Plat for approximately 2.4 acres for the Arthur Heights PUD.

The planning commission considered a final plat for the subdivision of 2.4 acres of R-5 and C-1 Commercial zones in accordance with Ordinance 642 in the Arthur Heights PUD. 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 April 13, 2023, in relation to the application where interested parties and citizens were given the opportunity to be heard. There were two citizen concerns addressed during the open hearing. Both were concerned with the drainage plan and the detention pond in “Reserve A” that is platted for the southeast part of lot 2. Another concern was how esthetically pleasing the planned storage units would be in lot 1.

Ken Lee, Garver, spoke on behalf of the applicant and addressed the concerns. He stated that the detention pond is intended to have seven feet of water. The seven-foot depth helps with mosquito control and alleviates the possibility of algae blooms. He stated that the drainage plan had been presented and approved by the City Engineer. He also stated that the PUD requires “self-storage warehousing units shall reflect residential design elements...” and that city staff will review any building permits and plans before approval. Mr. Lee then stood for questions from the commissioners about the citizen concerns.

After the hearing was closed, commissioners spoke about the existing PUD and what was allowed by right and the plat was being considered to split the lots for the use of a city dedicated street access. After discussion, Commissioners agreed that this was a reasonable request and met the guidelines for recommendation of the final plat to the Governing Body.

After review, the Planning Commission voted (by passing a 4-0 motion) to **recommend approval of the final plat for Arthur Heights as presented without changes or conditions.**

SD-23-03. Final Plat. Bel Aire Lakes. Request to plat approximately 78.80 acres of the single-family residential use as and R-5 zoning district.

The planning commission considered a final plat for the subdivision of 78.80 acres of R-5 zoning in accordance with Article 4 of the City of Bel Aire Subdivision Regulations. The Commissioners analyzed the plat provided by the applicant, including the proposed plat and other evidence presented by the representative for the applicant. A public hearing was conducted on April 13, 2023, in relation to the application where interested parties and citizens were given the opportunity to be heard. There

were no citizen concerns that were presented at the public hearing. Logan Mills with Certified Engineering Design, spoke on behalf of the applicant.

A concern from the representative was the need to insert floodplain information on the plat as the floodplain is updated and can change over time. Commissioners had questions regarding lots within the plat that appeared to be in the floodplain. Mr. Mills discussed the process of getting certain lots out of the floodplain through permits with the state and the intent to do so on any lot that requires this step before construction. There was continuing conversation about how water runs through the lot and where water will move. The drainage plat, which has been approved by staff was discussed to show how water will run and the plan for detention or passage under any roads. Mr. Mills discussed the requirements of analyzing existing run off on a site and then calculating “post development runoff” and how that affects reserve ponds and other drainage detention requirements and how the rate of runoff is then calculated.

Commissioners discussed the floodplain and how there will have to be steps taken when building in lots effected by the floodplain. It was also mentioned that there was agreement that having the floodplain on the plat was a reasonable concern due to the changing nature of the floodplain. Director of Planning and Community Development, Jay Cook, stated that the floodplain is required to be on the plat in accordance with Chapter 19—Subdivision Regulations. Article 19.5.5. Contents of the final plat state “When part of a subdivision lies within or abuts a Floodplain area as shown on the Federal Insurance Administrations “Flood Hazard Boundary Map” for Bel Aire, Kansas. The Floodplain shall be shown within a contour line and clearly labeled on the plat with the words “Floodplain Area”.”

After review, the Planning Commission voted (by passing a 4-0 motion) to **recommend approval of Bel Aire Lakes final plat as presented without changes or conditions.**

CON-23-03 LED backlit sign at Resurrection Catholic School in R-6 zoned property

Planning Commission reviewed a request to add a LED backlit message board sign at Resurrection Catholic School, located in a utility easement, in R-6 Residential Zoning District. The representative of the applicant was present and stood for questions from the Commissioners. Chairman Schmidt stated that there is a certain amount of illumination that and LED sign can produce within our code. Secretary Cook stated that the city standard is 3,000 NITS and asked the representative if the sign can be dimmable if the sign is too bright. The representative stated that there is a way to dim the brightness.

Chairman Schmidt closed the hearing for discussion. Commissioners were concerned with the brightness of the sign at night and wanted to verify that no citizen would have any issues with visibility while driving. They concurred with staff that a 6-month probationary period to determine if any problems would result in the placement of the sign would be necessary.

Having thoroughly reviewed the issue, Planning Commission voted (by passing a 4-0 motion) to **recommend that Council approve the sign proposed at Resurrection Catholic School in an R-6 zoning as presented with the condition for a six (6) month probation upon concerns from the general public.**

VAC-23-02 Vacating 10' back building setback to 4' at the Villas at Prestwick

Planning commission reviewed a request to vacate a ten (10) foot back building setback to four (4) foot at Lot 20, Block 1 of the Villas at Prestwick. Joey Deneke, MKEC, was the representative for the applicant and explained the necessity of the setback vacation. The request is necessary as the developers need more space in the front of the units to lessen the grade of the driveways to avoid future falling hazards to the applicants.

Chairman Schmidt closed the hearing. After a brief discussion the Commission had no concerns.

Having thoroughly reviewed the request, Planning Commission voted (by passing a 4-0 motion) to **recommend the Council vacate the back building setback from 10' to 4' at Villas at Prestwick as presented without changes.**

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

On May 16, 2023, the City of Bel Aire, Kansas, adopted Ordinance No. ____, regarding approval of a Conditional Use allowing for an LED backlit sign in an R-6 Residential Zoning district, Church of the Resurrection, all within the City of Bel Aire, Kansas. 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 Jennifer M Hill, City Attorney.

(First Published in the Ark Valley News on March 16, 2023.)

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. ____

AN ORDINANCE APPROVING A CONDITIONAL USE ON CERTAIN PROPERTY ZONED R-6 LOCATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF BEL AIRE, KANSAS.

WHEREAS, Notice of a public hearing to consider a special use request was published in the Ark Valley News on March 16, 2023, in conformance with Article Five of the Zoning Regulations of the City of Bel Aire, Kansas.

WHEREAS, A public hearing was convened on April, 13, 2023 by the Planning Commission for the City of Bel Aire, Kansas, to consider the matter of permitting a conditional use upon a tract of land within the City of Bel Aire, Kansas, located at 4900 N Woodlawn Blvd at the Church of the Resurrection, in conformance with the requirements set forth in Article Five, Section Three (5.03), of the Zoning Regulations of the City of Bel Aire, Kansas;

WHEREAS, Following the public hearing, the Planning Commission found that the evidence supported recommending approval of this requested conditional use request based upon the guidelines set forth in Article Five, Section Three (5.03) of the Zoning Regulations of the City of Bel Aire, Kansas, in association with the owner’s request to install an LED backlit sign in conformance with the site plan provided to the Planning Commission, and that approving this request will not be contrary to the public interest or detract from the residential nature of the neighborhood;

WHEREAS, The Planning Commission for the City of Bel Aire, Kansas, recommends approval of the application by the owner, to allow for the conditional use upon the tract of land. Such granted use shall allow the property owner to install and maintain an LED backlit sign according to applicant’s site plan specifications at 4900 N Woodlawn Blvd, Bel Aire, KS, 67220.

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

SECTION 1. The Governing Body adopts the recommendation of the Bel Aire Planning Commission to permit by conditional use the installation of an LED backlit sign according to applicant’s site plan specifications at 4900 N Woodlawn Blvd, Bel Aire, Kansas conditioned upon the completion of a six (6) months review for brightness by the City Zoning Administrator. Owner is required to make adjustments requested by City Zoning Administrator regarding brightness of the sign.

SECTION 2. In conformance with Section 5.03 (D) and (E) of the Zoning Regulations, the Governing Body finds that the request for an LED backlit sign as described in the site plan does not detract from the residential nature of the neighborhood.

SECTION 3. All ordinances, parts of ordinances, or other regulations or policies in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall take effect and be in force from and after appropriate filing and the publication of its summary in the official city newspaper and upon being filed with the Register of Deeds.

Passed by the City Council this 16th Day of May, 2023.

Approved by the Mayor this 16th Day of May, 2023.

Jim Benage, MAYOR

ATTEST:

Melissa Krehbiel, CITY CLERK

SEAL

APPLICATION

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

BOARD OF ZONING APPEALS

☐ To vary applicable requirements in Sections 10-107c1 through 5 in conjunction with a Conditional Use Application.

☐ Conditions placed on permitted Conditional Use _____

☐ Security bond is required

☐ Approved

☐ Rejected

Name of owner CATHOLIC DIOCESE OF WICHITA

Address 2351 N. MARKET ST. Telephone (316) 269. 3900

Agent representing the owner MIKE DECKER

Address 7840 E. 26th ST. N. Telephone (316) 655. 4156

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

EXG THE E 523.9'
AND
THE E 523.39' OF
LOT 1, BLK A

2. The application area contains 18.8 acres.

3. This property is located at (address) 4910 N. WOODLAWN which is generally located at (relation to nearest streets) WOODLAWN BTWN. 45th & 53rd N.

4. State why the proposed conditional Use will not cause substantial injury to the value of other property in the neighborhood, how it is to be designed within district regulations:

THE SIGN WILL SET PERPENDICULAR TO THE STREET.
THERE WILL BE A SIGN ON EACH SIDE - ONE TO
ADDRESS NORTH TRAFFIC THE OTHER THE SOUTH TRAFFIC.
THE SIGNS WILL NOT SHINE TOWARD HOUSES ON THE
OPPOSITE SIDE OF WOODLAWN. SIGN SIZE WILL BE:
11'6" WIDE AT THE BASE, 7'3" TALL, AND 2'6" WIDE AT
THE BASE - THE LED SCREENS WILL BE 3'5" TALL AND 7'3" WIDE

5. County control number: _____

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

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

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

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

1. Applicant CATHOLIC DIOCESE OF WICHITA Phone (316) 269-3900
Address 2351 N. MARKET ST. Zip Code 67214

Agent MIKE DECKER Phone (316) 655-4156
Address 7840 E. 26th ST. N. Zip Code 67226

2. Applicant _____ Phone _____
Address _____ Zip Code _____

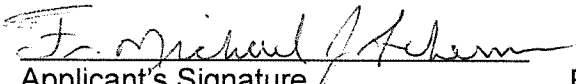
Agent _____ Phone _____
Address _____ Zip Code _____

3. Applicant _____ Phone _____

Address _____ Zip Code _____

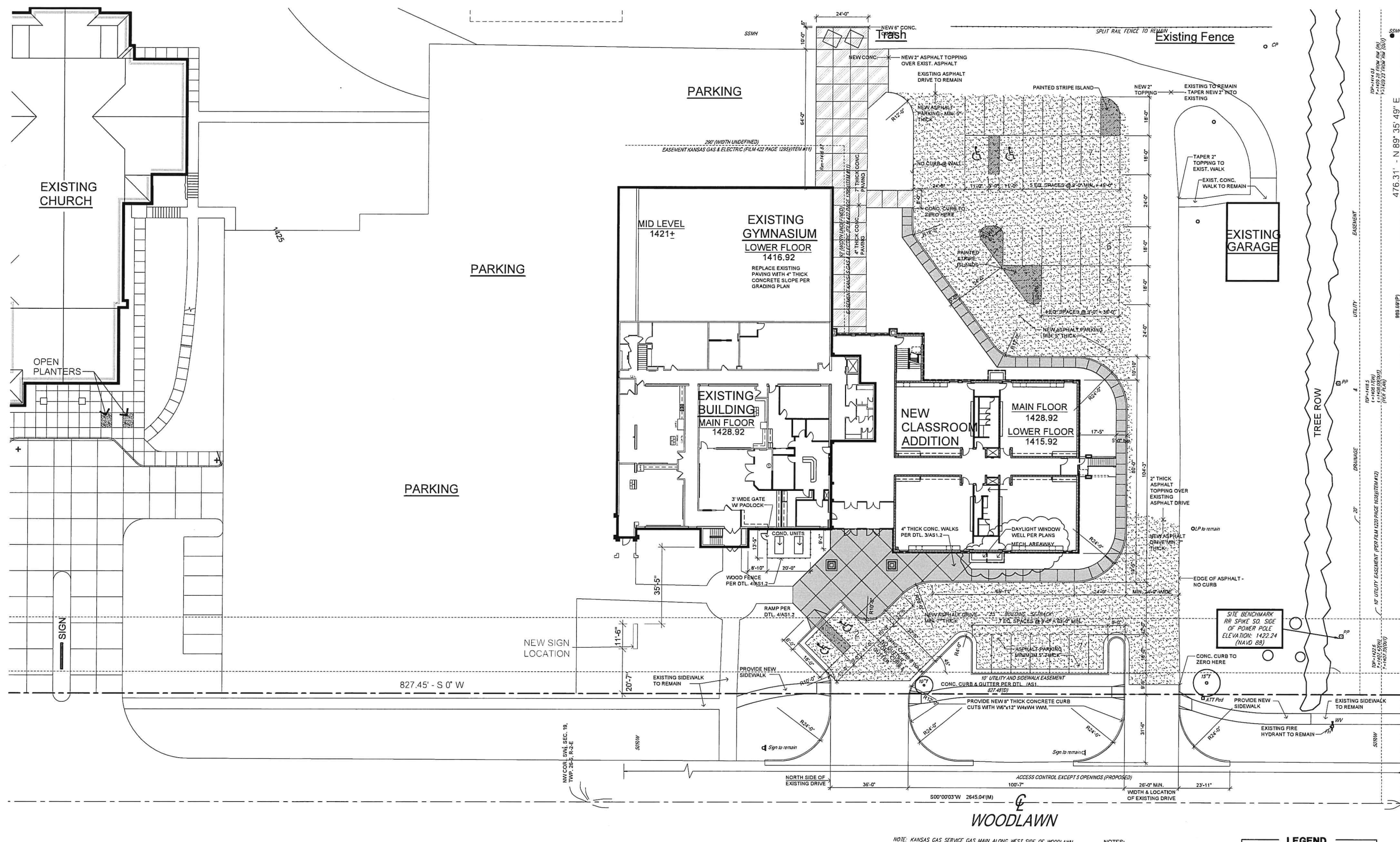
Agent _____ Phone _____
Address _____ Zip Code _____

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


Applicant's Signature BY


Authorized Agent (If Any)

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



ARCHITECTURAL SITE PLAN

1"=20'

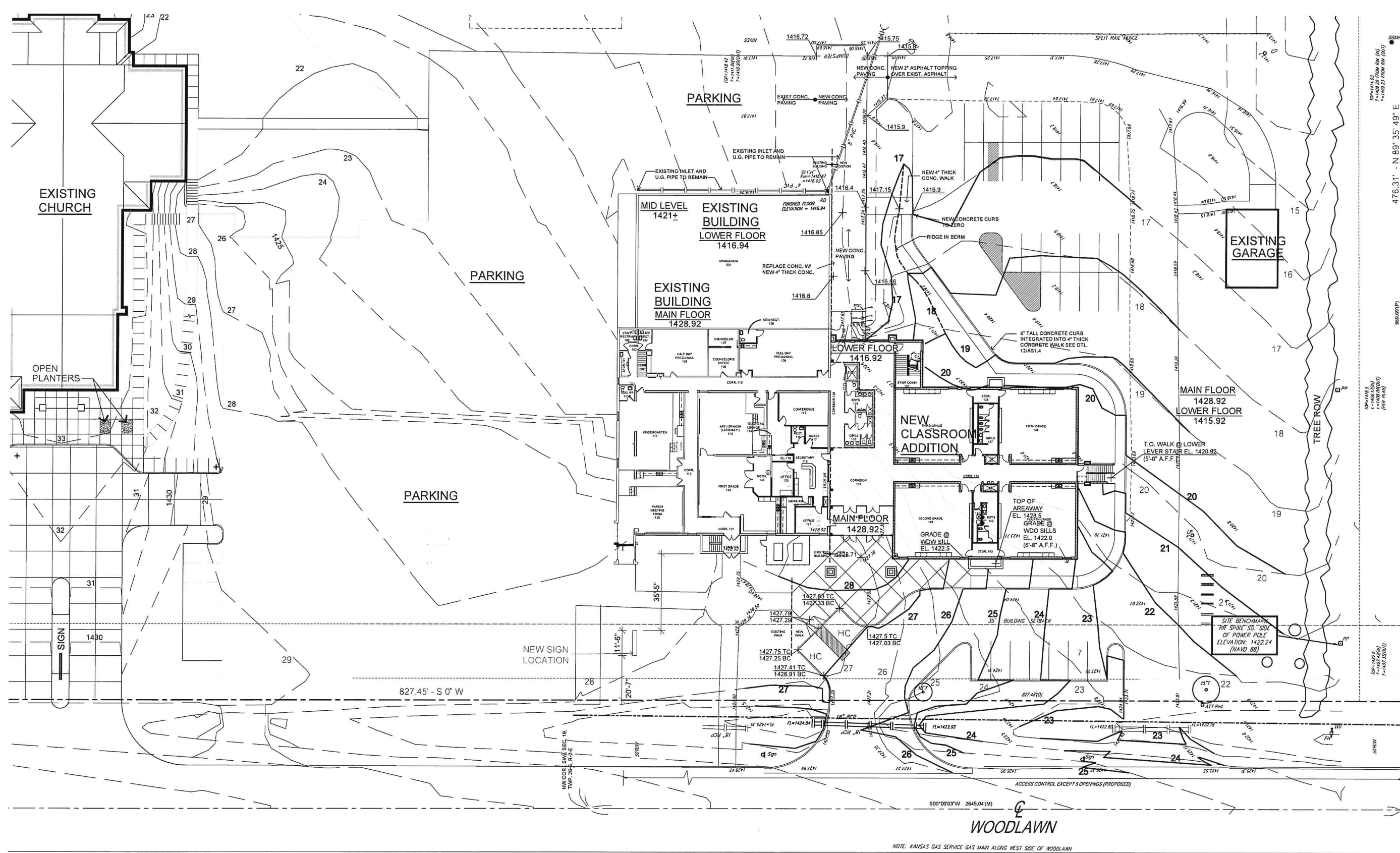
- NOTES:
- 1. ALL DIMENSIONS ARE TO FINISH FACE OF CURB OR EDGE OF PAVING
 - 2. FIELD VERIFY ALL DIMENSIONS. CONTACT ARCHITECT IF CONDITIONS ARE DIFFERENT OR IF DISCREPANCIES ARE FOUND

LEGEND	
	4" THICK CONCRETE SIDEWALK & PAVING PER DTL. AS1.
	NEW ASPHALT PAVING SEE NOTES ON PLAN FOR THICKNESS
	7" THICK CONCRETE PAVING

SPANGENBERG PHILLIPS
ARCHITECTURE
121 N. Mead, Suite 201, Wichita, KS 67202
TEL: 316.267.4002 FAX: 316.267.1509
www.spangenbergphillips.com

THE CATHOLIC DIOCESE OF WICHITA CHURCH OF THE RESURRECTION SCHOOL ADDITION

REVISED
30 NOV 09
PERMIT SET
21 SEP 09
DEMO SITE PLAN
AND
ARCHITECT' L PLAN
AS1.1



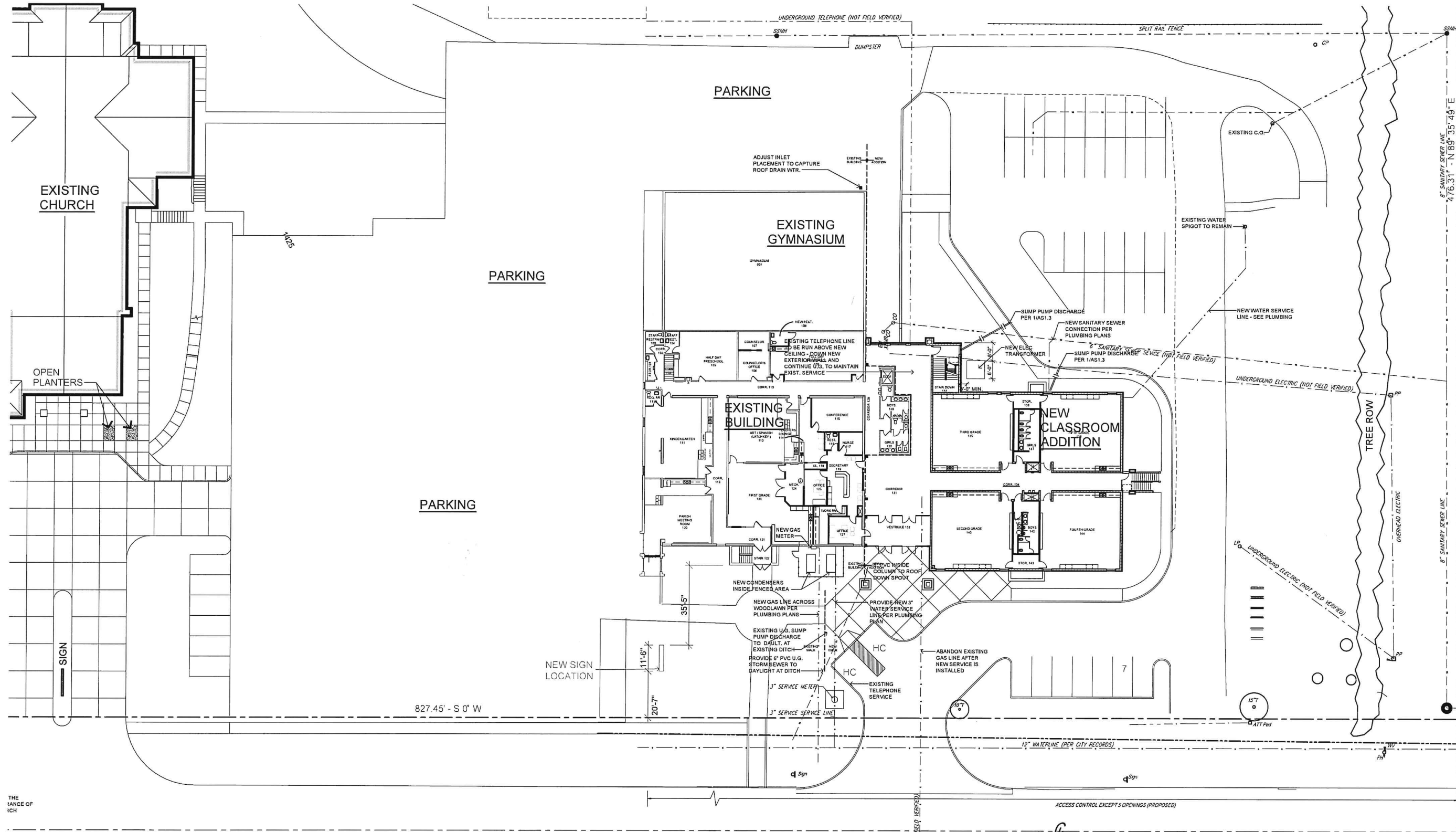
SPANGENBERG PHILLIPS ARCHITECTURE
121 N. Mead, Suite 201, Wichita, KS 67202
TEL: 316.267.4002 FAX: 316.267.1509
www.spangenbergphillips.com

**THE CATHOLIC DIOCESE OF WICHITA
CHURCH OF THE RESURRECTION SCHOOL ADDITION**

DEL. RETAINING WALL
30 NOV 09
PERMIT SET
21 SEP 09

SITE
GRADING
PLAN

AS1.2



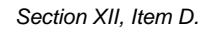
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TEL: 316.267.4002 FAX: 316.267.1509
www.spangenbergphillips.com

**THE CATHOLIC DIOCESE OF WICHITA
CHURCH OF THE RESURRECTION SCHOOL ADDITION**

REVISED
30 NOV 09
PERMIT SET
21 SEP 09

SITE
UTILITY
PLAN

AS1.3



DATE: 01/23 **SKETCH:** 20206.1

ADDRESS | 4900 N Woodlawn

SALESPERSON | Mary Wilson

SCALE | 1/2" = 1'

COLORS (proof only colors may not match final output)

SPECS **FILE NAME:** S:\Customers\Resurrection Catholic School\2022-23\artlResurrectionCatholic 2022

Sketch: Update sign sketches from 12/21 to match what Mike Decker sent us. Adding new monument sign for the school and will go in determined area in front of school. New sign to be made of metal frame and skirting with Watchfire EMC and a lower and upper I.D. routed face cabinets for ID. Top cap/crown will be made of aluminum to look like decorative stone cap/crown. Stone base will be provided by others.

designs and concepts represented on any accompanying layout(s) are the exclusive copyrighted designs of George Lay Signs Inc., and may NOT be reproduced in any form without written consent.

(First published in The Ark Valley News on March 16, 2023)

THE CITY OF BEL AIRE, KANSAS

ORDER OF VACATION

AN ORDER VACATING A PORTION OF THE BACK BUILDING SETBACK LINE ALONG LOT 20; BLOCK 1 ON PROPERTY IN THE VILLAS AT PRESTWICK ADDITION WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF BEL AIRE, KANSAS.

WHEREAS, Villas at Prestwick, LLC, has applied for a vacation of platted building setback line to allow the back setback to be reduced by 6’ from 10’ to 4’ at Lot 20; Block 1 of The Villas at Prestwick Addition.

WHEREAS, Notice of the public hearing regarding vacation was published in the Ark Valley News on March 16, 2023, prior to the hearing,

WHEREAS, Written notice of the public hearing regarding the request for vacation was mailed more than 20 days prior to the date of the public hearing, by certified mail to all property owners living within 200’ feet of the subject property, advising of the date and time of a public hearing to be held regarding vacation of a portion of a dedicated building setback line upon the subject property;

WHEREAS, A public hearing was held before the Bel Aire Planning Commission on April 13, 2023,

WHEREAS, Following the public hearing the Planning Commission determined that due and legal notice was given for the requested vacation, no private rights would be injured or endangered by the vacation, the public would suffer no loss or inconvenience due to the vacation, and in justice to the petitioner the vacation should be granted;

WHEREAS, In conformance with Section 10.04(B) of the Bel Aire Subdivision Code, the Planning Commission voted unanimously to recommend to the Governing Body approval of vacation of platted building setback line to allow the setback to be reduced to a 4’ setback line upon the above described property in the Villas at Prestwick Addition.

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

SECTION 1. The City Council, after being duly and fully informed as to the true nature of this petition and the propriety of granting the same, makes the following findings:

1. The owner, Villas at Prestwick, LLC has applied for a vacation of a portion of the back setback line along Lot 20; Block 1.

- 2. That due and legal notice has been given by publication as required by law, by publication in The Ark Valley News at least 20 days prior to the public hearing, written notification was mailed at least 20 days prior to the public hearing to all neighboring properties located with 200' of the subject property, and a public hearing was held on this request before the Bel Aire Planning Commission on April 13, 2023.
- 3. That following a public hearing, the Bel Aire Planning Commission found that no private rights will be injured or endangered by the vacation, the public will suffer no loss or inconvenience thereby, no written objection to said vacation has been filed with the City Clerk or the Planning Commission by any other property owner notified of the proposed vacation, and in justice to the applicants, the application to vacate ought to be granted.
- 4. That the Bel Aire Planning Commission unanimously voted to recommend that the Governing Body of the City of Bel Aire approve the requested vacation.

SECTION 2.

The vacation of the platted building setback line from 10' to 4' at Lot 20; Block 1 is hereby granted and so ordered.

SECTION 3. This copy of this Order shall be certified by the City Clerk and sent to the County Register of Deeds to be filed.

Passed by the City Council this 16th day of May 2023.

Approved by the Mayor this 16th day of May 2023.

MAYOR JIM BENAGE

ATTEST:

MELISSA KREHBIEL, CITY CLERK

SEAL

APPLICATION

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

- ☒ Vacate building set back From: 10 foot rear setback to 4 foot rear setback
- ☐ Vacate street or alley: _____
- ☐ Vacate utility easement _____
- ☐ Vacate other _____
- ☐ Apply for Vacation in conjunction With a Conditional Use or Variance application.

City of Bel Aire Planning Commission

☐ Approved ☐ Rejected

Name of owner Villas at Prestwick LLC

Address 2243 N. Ridge Rd. Ste. 105 Telephone 316.854.0001

Agent representing the owner MKEC Engineering, Inc. Attn: Joey Deneke

Address 411 N. Webb Rd. Telephone 316.684.9600

1. The application area is legally described as Lot(s) 20; Block(s) 1, Villas at Prestwick Addition, Bel Aire, Kansas. If appropriate, a metes and bounds description may be attached.

2. The application area contains .32 acres.

3. This property is located at (address) no address which is generally located at (relation to nearest streets) Central Park Avenue and Jasmine Street.

4. The particular hardship which is the result of this request as applied to the subject property:

The proposed building plan encroaches into the existing rear setback.
The rear lot abuts an open reserve and there are no adjacent buildings immediately north of the subject property. We kindly request the reduction of the rear setback to allow for the proposed building building.

5. County control number: 30010261

6. NAMES OF OWNERS - An ownership list of the names, addresses and zip codes of the owners of record of real property abutting a street, alley, or easement including any segment remaining open, and owners on the opposite side of the street from the vacations of set back and access control, as well as all utility providers that are affected shall be provided.

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

1. Applicant Villas at Prestwick LLC Attn: Marv Schellenberg Phone 316.854.0001
Address 2243 N. Ridge Rd. Ste. 105 Zip Code 67205

Agent MKEC Engineering, Inc. Attn: Joey Deneke Phone 316.684.9600
Address 411 N. Webb Rd., Wichita, KS Zip Code 67206

2. Applicant Phone
Address Zip Code

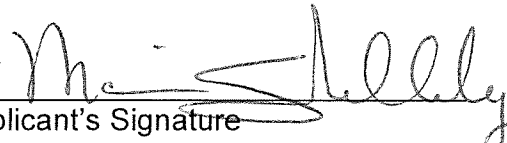
Agent Phone
Address Zip Code

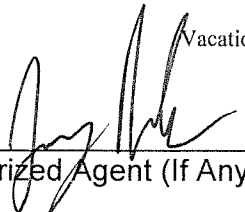
3. Applicant Phone
Address Zip Code

Agent Phone
Address Zip Code

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

Sign


Applicant's Signature BY

Vacation Application
Page 5 of 5
 (MKEC)
Authorized Agent (If Any)

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

**Vacation of a portion of 10 foot platted setback
Lot 20, Block 1, Villas at Prestwick Addition**

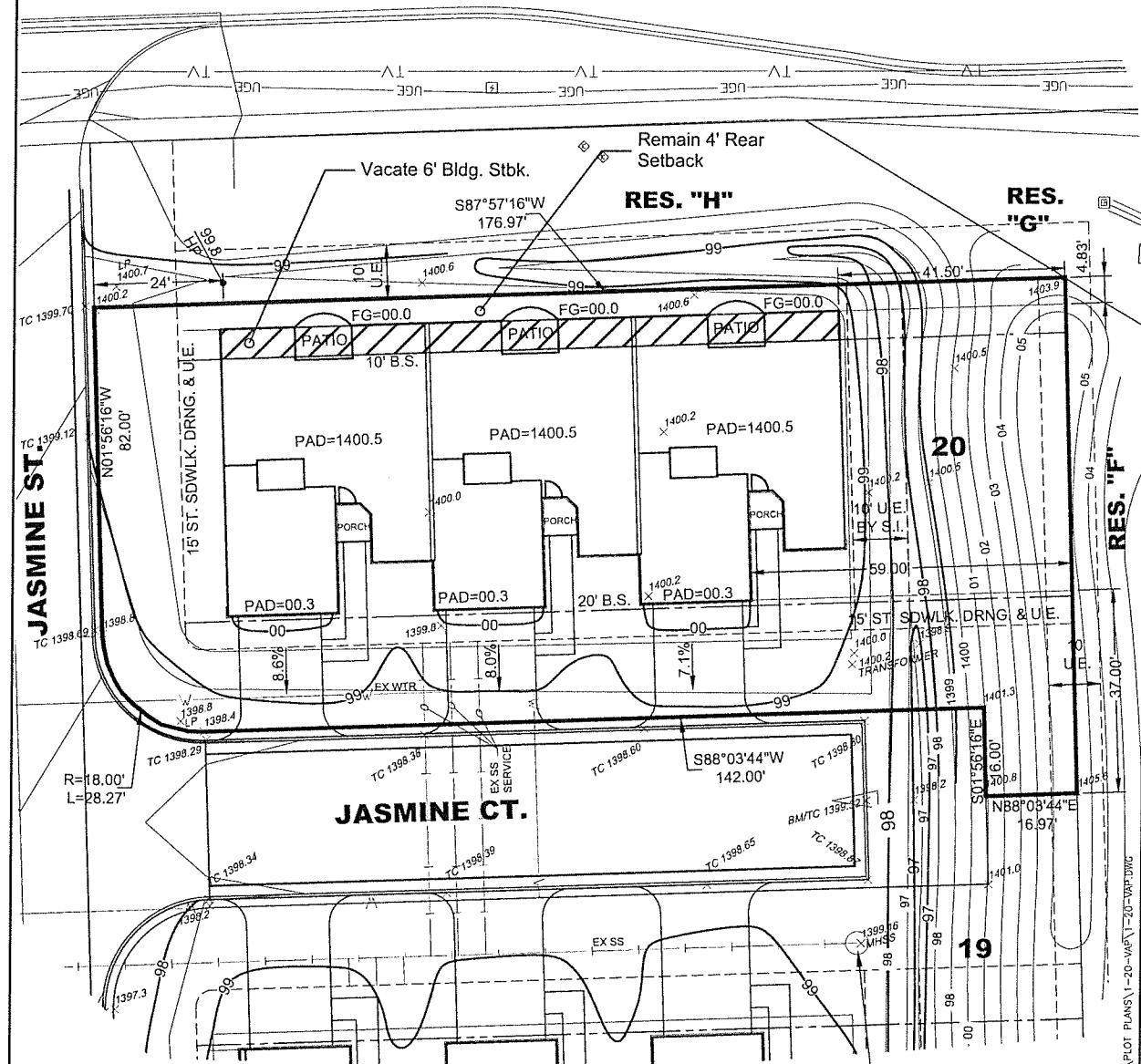
Setback Vacation Tract

The south 6 feet of the north 10 feet of the platted setback lying within Lot 20, Block 1, Villas at Prestwick Addition, an addition to Bel Aire, Sedgwick County, Kansas, EXCEPT the west 15 feet thereof.

Remaining Setback Tract

The north 4 feet of setback lying within Lot 20, Block 1, Villas at Prestwick Addition, an addition to Bel Aire, Sedgwick County, Kansas, EXCEPT the west 15 feet thereof.

CENTRAL PARK AVE.



NOTE:
FOUNDATION MAY REQUIRE THICKER
FOOTING AND/OR ENGINEERED FILL
UNDER FOOTING AND FLOOR.

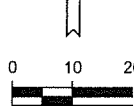
LEGEND

TF	TOP OF FOUNDATION	WO PIT	WALK-OUT/WALK-UP PIT
BF	BASEMENT FLOOR	ADD STEP	STEP FROM GARAGE TO TF
TC	TOP OF CURB	PAD	ELEV. @ GARAGE OPENING
PTC	PROP. TOP OF CURB (NO SURVEY)	FG	FINISHED GROUND
FL	FLOW LINE	INL	INLET
HP	HIGH POINT	000.00	EXISTING ELEVATIONS
VO	VIEW OUT	XX.X	PROPOSED ELEVATIONS
WO	WALK OUT	2.0%	FLOW ARROW & % SLOPE
BSMT	BASEMENT		DROP SIDING/BRICK LEDGE
TW	TOP OF WALL		

GENERAL NOTES

- Builder shall provide retaining walls along property line for grade transitions when required to maintain proper slopes between houses.
- This drawing is provided for grading purposes only.
 - drawing does not represent a boundary or mortgage title inspection. Easement and Building Setback information shown is from the recorded plat unless otherwise indicated.
 - Utilities shown are for information only, and builder shall verify depths and locations prior to construction. Builder will be required to provide a minimum advance notice of seventy-two (72) hours to utility companies prior to starting any excavation as follows: Kansas One Call 1-800-344-7233 or 687-2470 (local Wichita).
- Care should be taken to protect existing sidewalk. Sidewalk may need to be removed and replaced due to damages from construction and/or to more gradually slope driveway from house to curb.

BENCHMARK:	DISTANCE FROM HOUSE TO PROPERTY LINE
BM=Square Cut Top of Curb Between Lots 19 & 20 Block 1 ELEV=1399.32 NAVD 88	FRONT 21.0'
	REAR -
	LEFT 22.8'
	RIGHT 41.5'



• 8823
MKEC Engineering
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These drawings and their contents, including, but not limited to, all concepts, designs, & ideas are the exclusive property of MKEC Engineering (MKEC), and may not be used or reproduced in any way without the express consent of MKEC.

Wichita, KS • 316.604.9600

**VILLAS AT PRESTWICK
LOT 20, BLOCK 1**

BUILDER: SCHELLENBERG DEVELOPMENT COMPANY

PAD	1400.5	MINIMUM PAD	N/A	DRAWN BY	DM	DATE	FEBRUARY 2023
SSW FL	1386.4	D/E	N/A	DESIGNED BY	JTC	SHEET NO.	1-20-VAP
PAD - SSWR	14.1'	DEV DATUM	NAVD88	APPROVED BY	KLA		23222-09

City of Bel Aire, Kansas

STAFF REPORT

DATE: May 8, 2023

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Cedar Pass Water and Storm Water Bids



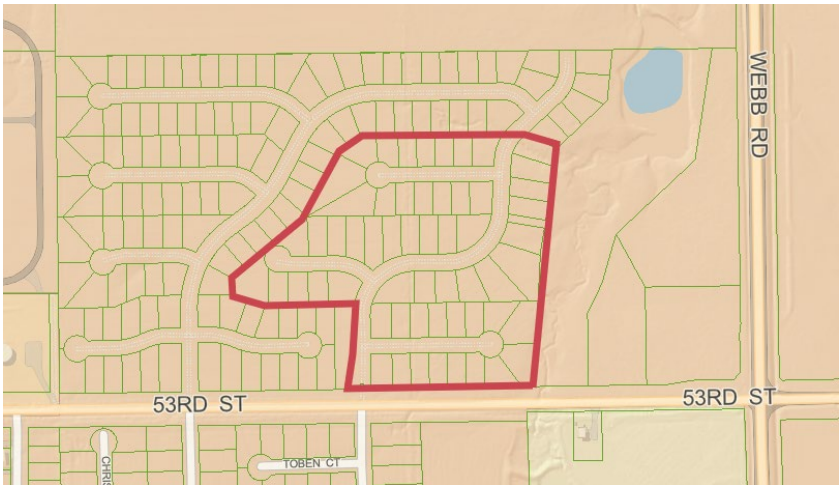
BACKGROUND:

The Developer of Cedar Pass is ready to move forward with the construction of the Water and Storm Sewer Improvements to support new homes in the subdivision.

DISCUSSION:

Garver worked with the Developer to design the water and storm sewer improvements for Cedar Pass. Bids were accepted on May 4th for the project. Three contractors responded to the solicitation.

Contractor	Total Bid
Engineer’s Estimate	\$1,264,124.75
Apex	\$1,200,314.92
Mies	\$1,105,761.87
Nowak	\$1,049,176.90



FINANCIAL CONSIDERATIONS: The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots.

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

RECOMENDATION: Staff recommends that the City Council accept the bid from Nowak for \$1,049,176.90.

CEDAR PASS ADDITION - PHASE 1 SWD & WATER BID RESULTS, MAY 4TH, 2023, 10:00 AM																	
				Engineers Estimate		Contractor		Apex		Contractor		Mies		Contractor		Nowak	
	Water Project	Quantity	Unit	Extension	Total	Extension	Total	Extension	Total	Extension	Total	Extension	Total	Extension	Total	Extension	Total
1	Site Clearing	1	LS	\$ 27,500.00	\$ 27,500.00	\$ 13,230.00	\$ 13,230.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00
2	Site Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 100.00	\$ 100.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 100.50	\$ 100.50	\$ 100.50	\$ 100.50	\$ 100.50	\$ 100.50
3	Maintain Existing BMPs	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 100.50	\$ 100.50	\$ 100.50	\$ 100.50	\$ 100.50	\$ 100.50
4	Connect to Existing Water Main (16")	1	ea	\$ 7,000.00	\$ 7,000.00	\$ 6,210.00	\$ 6,210.00	\$ 6,500.00	\$ 6,500.00	\$ 4,830.00	\$ 4,830.00	\$ 4,830.00	\$ 4,830.00	\$ 4,830.00	\$ 4,830.00	\$ 4,830.00	\$ 4,830.00
5	Directional Drill 53rd Street North	50	lf	\$ 200.00	\$ 10,000.00	\$ 150.00	\$ 7,500.00	\$ 95.00	\$ 4,750.00	\$ 62.40	\$ 3,120.00	\$ 62.40	\$ 3,120.00	\$ 62.40	\$ 3,120.00	\$ 62.40	\$ 3,120.00
6	Pipe, WL 8"	3451	lf	\$ 55.00	\$ 189,805.00	\$ 40.00	\$ 138,040.00	\$ 37.00	\$ 127,687.00	\$ 41.45	\$ 143,043.95	\$ 41.45	\$ 143,043.95	\$ 41.45	\$ 143,043.95	\$ 41.45	\$ 143,043.95
7	Pipe, WL 8" RJ	50	lf	\$ 200.00	\$ 10,000.00	\$ 45.00	\$ 2,250.00	\$ 43.00	\$ 2,150.00	\$ 52.35	\$ 2,617.50	\$ 52.35	\$ 2,617.50	\$ 52.35	\$ 2,617.50	\$ 52.35	\$ 2,617.50
8	Sand Backfill, Jet, & Vibrate	224	lf	\$ 50.00	\$ 11,200.00	\$ 5.00	\$ 1,120.00	\$ 8.00	\$ 1,792.00	\$ 8.55	\$ 1,915.20	\$ 8.55	\$ 1,915.20	\$ 8.55	\$ 1,915.20	\$ 8.55	\$ 1,915.20
9	Fire Hydrant Assembly	4	ea	\$ 5,500.00	\$ 22,000.00	\$ 5,510.00	\$ 22,040.00	\$ 5,500.00	\$ 22,000.00	\$ 5,030.00	\$ 20,120.00	\$ 5,030.00	\$ 20,120.00	\$ 5,030.00	\$ 20,120.00	\$ 5,030.00	\$ 20,120.00
10	Valve Assembly, 8"	9	ea	\$ 2,200.00	\$ 19,800.00	\$ 2,115.00	\$ 19,035.00	\$ 1,900.00	\$ 17,100.00	\$ 1,865.00	\$ 16,785.00	\$ 1,865.00	\$ 16,785.00	\$ 1,865.00	\$ 16,785.00	\$ 1,865.00	\$ 16,785.00
11	Valve Assembly, Anchored 8", Special	1	ea	\$ 2,500.00	\$ 2,500.00	\$ 2,195.00	\$ 2,195.00	\$ 1,975.00	\$ 1,975.00	\$ 2,215.00	\$ 2,215.00	\$ 2,215.00	\$ 2,215.00	\$ 2,215.00	\$ 2,215.00	\$ 2,215.00	\$ 2,215.00
12	Valve Assembly, Blowoff	4	ea	\$ 1,400.00	\$ 5,600.00	\$ 1,305.00	\$ 5,220.00	\$ 1,715.00	\$ 6,860.00	\$ 1,535.00	\$ 6,140.00	\$ 1,535.00	\$ 6,140.00	\$ 1,535.00	\$ 6,140.00	\$ 1,535.00	\$ 6,140.00
13	Seeding, Temporary	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00
14	Locate & Report on Utilities - North Side 53rd St. North	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 4,275.00	\$ 4,275.00	\$ 760.00	\$ 760.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00
15	Contractor Provided Testing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,675.00	\$ 4,675.00	\$ 2,500.00	\$ 2,500.00	\$ 1,610.00	\$ 1,610.00	\$ 1,610.00	\$ 1,610.00	\$ 1,610.00	\$ 1,610.00	\$ 1,610.00	\$ 1,610.00
				Water Total	\$ 318,905.00	Water Total	\$ 227,890.00	Water Total	\$ 195,625.00	Water Total	\$ 195,625.00	Water Total	\$ 195,625.00	Water Total	\$ 195,625.00	Water Total	\$ 204,409.65
	SWD Project																
16	Site Clearing	1	LS	\$25,000.00	\$ 25,000.00	\$ 33,581.00	\$ 33,581.00	\$ 20,785.00	\$ 20,785.00	\$ 34,300.00	\$ 34,300.00	\$ 34,300.00	\$ 34,300.00	\$ 34,300.00	\$ 34,300.00	\$ 34,300.00	\$ 34,300.00
17	Site Restoration	1	LS	\$5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,625.00	\$ 3,625.00	\$ 3,625.00	\$ 3,625.00	\$ 3,625.00	\$ 3,625.00	\$ 3,625.00	\$ 3,625.00
18	BMP, Curb Inlet Protection	7	ea	\$350.00	\$ 2,450.00	\$ 85.00	\$ 595.00	\$ 85.00	\$ 595.00	\$ 86.25	\$ 603.75	\$ 86.25	\$ 603.75	\$ 86.25	\$ 603.75	\$ 86.25	\$ 603.75
19	BMP, Drop Inlet Protection	14	ea	\$120.00	\$ 1,680.00	\$ 85.00	\$ 1,190.00	\$ 85.00	\$ 1,190.00	\$ 86.25	\$ 1,207.50	\$ 86.25	\$ 1,207.50	\$ 86.25	\$ 1,207.50	\$ 86.25	\$ 1,207.50
20	BMP, Erosion Control Mat	18784	sy	\$2.00	\$ 37,568.00	\$ 1.68	\$ 31,557.12	\$ 1.68	\$ 31,557.12	\$ 1.70	\$ 31,932.80	\$ 1.70	\$ 31,932.80	\$ 1.70	\$ 31,932.80	\$ 1.70	\$ 31,932.80
21	BMP, Erosion Control Blanket	200	sy	\$5.00	\$ 1,000.00	\$ 3.00	\$ 600.00	\$ 3.00	\$ 600.00	\$ 3.50	\$ 700.00	\$ 3.50	\$ 700.00	\$ 3.50	\$ 700.00	\$ 3.50	\$ 700.00
22	BMP, Silt Fence	705	lf	\$1.90	\$ 1,339.50	\$ 1.75	\$ 1,233.75	\$ 1.75	\$ 1,233.75	\$ 1.85	\$ 1,304.25	\$ 1.85	\$ 1,304.25	\$ 1.85	\$ 1,304.25	\$ 1.85	\$ 1,304.25
23	Maintain Existing BMPs	1	LS	\$3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00	\$ 604.00
24	Excavation	69205	cy	\$2.75	\$ 190,313.75	\$ 1.75	\$ 121,108.75	\$ 2.25	\$ 155,711.25	\$ 1.75	\$ 121,108.75	\$ 1.75	\$ 121,108.75	\$ 1.75	\$ 121,108.75	\$ 1.75	\$ 121,108.75
25	Fill, Compacted (95% Density)	64979	cy	\$1.00	\$ 64,979.00	\$ 0.40	\$ 25,991.60	\$ 0.40	\$ 25,991.60	\$ 0.40	\$ 25,991.60	\$ 0.40	\$ 25,991.60	\$ 0.40	\$ 25,991.60	\$ 0.40	\$ 25,991.60
26	Fill, Sand (Flushed & Vibrated)	166	lf	\$12.00	\$ 1,992.00	\$ 1.00	\$ 166.00	\$ 15.00	\$ 2,490.00	\$ 14.55	\$ 2,415.30	\$ 14.55	\$ 2,415.30	\$ 14.55	\$ 2,415.30	\$ 14.55	\$ 2,415.30
27	Testing - 95% Compaction - Lots	1	LS	\$5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,615.00	\$ 2,615.00	\$ 2,615.00	\$ 2,615.00	\$ 2,615.00	\$ 2,615.00	\$ 2,615.00	\$ 2,615.00
28	Testing - 95% Compaction - R/W	1	LS	\$2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,615.00	\$ 2,615.00	\$ 2,615.00	\$ 2,615.00	\$ 2,615.00	\$ 2,615.00	\$ 2,615.00	\$ 2,615.00
29	Testing - SWS	1	LS	\$2,500.00	\$ 2,500.00	\$ 4,935.00	\$ 4,935.00	\$ 1.00	\$ 1.00	\$ 4,630.00	\$ 4,630.00	\$ 4,630.00	\$ 4,630.00	\$ 4,630.00	\$ 4,630.00	\$ 4,630.00	\$ 4,630.00
30	Pond Liner	8116	cy	\$5.00	\$ 40,580.00	\$ 3.70	\$ 30,029.20	\$ 3.90	\$ 31,652.40	\$ 3.75	\$ 30,435.00	\$ 3.75	\$ 30,435.00	\$ 3.75	\$ 30,435.00	\$ 3.75	\$ 30,435.00
31	Manipulation of Existing Soil (Pond)	1225	cy	\$2.50	\$ 3,062.50	\$ 1.70	\$ 2,082.50	\$ 1.00	\$ 1,225.00	\$ 1.75	\$ 2,143.75	\$ 1.75	\$ 2,143.75	\$ 1.75	\$ 2,143.75	\$ 1.75	\$ 2,143.75
32	Rip-Rap, Light Stone	123	sy	\$80.00	\$ 9,840.00	\$ 90.00	\$ 11,070.00	\$ 56.50	\$ 6,949.50	\$ 40.90	\$ 5,030.70	\$ 40.90	\$ 5,030.70	\$ 40.90	\$ 5,030.70	\$ 40.90	\$ 5,030.70
33	Rip-Rap, Heavy Stone	259	sy	\$120.00	\$ 31,080.00	\$ 95.00	\$ 24,605.00	\$ 62.75	\$ 16,252.25	\$ 55.15	\$ 14,283.85	\$ 55.15	\$ 14,283.85	\$ 55.15	\$ 14,283.85	\$ 55.15	\$ 14,283.85
34	Concrete Weir	1	LS	\$25,000.00	\$ 25,000.00	\$ 32,870.00	\$ 32,870.00	\$ 14,575.00	\$ 14,575.00	\$ 17,700.00	\$ 17,700.00	\$ 17,700.00	\$ 17,700.00	\$ 17,700.00	\$ 17,700.00	\$ 17,700.00	\$ 17,700.00
35	Pipe, SWS 12"	172	lf	\$40.00	\$ 6,880.00	\$ 70.00	\$ 12,040.00	\$ 71.00	\$ 12,212.00	\$ 55.60	\$ 9,563.20	\$ 55.60	\$ 9,563.20	\$ 55.60	\$ 9,563.20	\$ 55.60	\$ 9,563.20
36	Pipe, SWS 18"	43	lf	\$42.00	\$ 1,806.00	\$ 75.00	\$ 3,225.00	\$ 48.00	\$ 2,064.00	\$ 44.45	\$ 1,911.35	\$ 44.45	\$ 1,911.35	\$ 44.45	\$ 1,911.35	\$ 44.45	\$ 1,911.35
37	Pipe, SWS 24"	199	lf	\$50.00	\$ 9,950.00	\$ 80.00	\$ 15,920.00	\$ 63.00	\$ 12,537.00	\$ 55.60	\$ 11,064.40	\$ 55.60	\$ 11,064.40	\$ 55.60	\$ 11,064.40	\$ 55.60	\$ 11,064.40
38	Pipe, SWS 30"	829	lf	\$80.00	\$ 66,320.00	\$ 85.00	\$ 70,465.00	\$ 74.00	\$ 61,346.00	\$ 68.45	\$ 56,745.05	\$ 68.45	\$ 56,745.05	\$ 68.45	\$ 56,745.05	\$ 68.45	\$ 56,745.05
39	Pipe, SWS 36"	2028	lf	\$88.00	\$ 178,464.00	\$ 125.00	\$ 253,500.00	\$ 105.00	\$ 212,940.00	\$ 94.00	\$ 190,632.00	\$ 94.00	\$ 190,632.00	\$ 94.00	\$ 190,632.00	\$ 94.00	\$ 190,632.00
40	Pipe, SWS 42"	623	lf	\$115.00	\$ 71,645.00	\$ 150.00	\$ 93,450.00	\$ 147.00	\$ 91,581.00	\$ 133.50	\$ 83,170.50	\$ 133.50	\$ 83,170.50	\$ 133.50	\$ 83,170.50	\$ 133.50	\$ 83,170.50
41	Pipe, SWS 48"	231	lf	\$150.00	\$ 34,650.00	\$ 175.00	\$ 40,425.00	\$ 178.00	\$ 41,118.00	\$ 164.50	\$ 37,999.50	\$ 164.50	\$ 37,999.50	\$ 164.50	\$ 37,999.50	\$ 164.50	\$ 37,999.50
42	Brick Plug (30")	2	ea	\$500.00	\$ 1,000.00	\$ 755.00	\$ 1,510.00	\$ 340.00	\$ 680.00	\$ 1,105.00	\$ 2,210.00	\$ 1,105.00	\$ 2,210.00	\$ 1,105.00	\$ 2,210.00	\$ 1,105.00	\$ 2,210.00
43	Inlet, Curb (Type 1A) (L=10' W=3')	6	ea	\$5,500.00	\$ 33,000.00	\$ 5,150.00	\$ 30,900.00	\$ 5,150.00	\$ 30,900.00	\$ 5,350.00	\$ 32,100.00	\$ 5,350.00	\$ 32,100.00	\$ 5,350.00	\$ 32,100.00	\$ 5,350.00	\$ 32,100.00
44	Inlet, Curb (Type 1A) (L=10' W=5')	1	ea	\$6,000.00	\$ 6,000.00	\$ 6,690.00	\$ 6,690.00	\$ 5,900.00	\$ 5,900.00	\$ 6,140.00	\$ 6,140.00	\$ 6,140.00	\$ 6,140.00	\$ 6,140.00	\$ 6,140.00	\$ 6,140.00	\$ 6,140.00
45	Backyard Inlet (D=6')	11	ea	\$4,800.00	\$ 52,800.00	\$ 4,715.00	\$ 51,865.00	\$ 4,650.00	\$ 51,150.00	\$ 4,435.00	\$ 48,785.00	\$ 4,435.00	\$ 48,785.00	\$ 4,435.00	\$ 48,785.00	\$ 4,435.00	\$ 48,785.00
46	Backyard Inlet (D=5')	4	ea	\$4,400.00	\$ 17,600.00	\$ 3,955.00	\$ 15,820.00	\$ 3,850.00	\$ 15,400.00	\$ 3,700.00	\$ 14,800.00	\$ 3,700.00	\$ 14,800.00	\$ 3,700.00	\$ 14,800.00	\$ 3,700.00	\$ 14,800.00
47	Seeding	1	LS	\$11,220.00	\$ 11,220.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00
				SWD Total	\$ 945,219.75	SWD Total	\$ 972,424.92	SWD Total	\$ 910,136.87	SWD Total	\$ 910,136.87	SWD Total	\$ 910,136.87	SWD Total	\$ 910,136.87	SWD Total	\$ 844,767.25
				Project Total	\$ 1,264,124.75	Project Total	\$ 1,200,314.92	Project Total	\$ 1,105,761.87	Project Total	\$ 1,105,761.87	Project Total	\$ 1,105,761.87	Project Total	\$ 1,105,761.87	Project Total	\$ 1,049,176.90

Low Bid

THIRD ADDENDUM TO WATER SERVICE AREA AGREEMENT

THIS Third Addendum to the Water Service Area Agreement USDA Loan Involved, including Compensation for Territory and Facilities and Permanent Water Service Territories, as entered into by the parties December 17, 2013 (“Agreement”) is made this 5th day of May, 2023, by and between the City of Bel Aire, a duly organized Municipal Corporation (“City”), and Sedgwick County Rural Water District No. 1 (“District”).

WHEREAS, Paragraph 4 of the Agreements sets forth provisions for the City to purchase water distribution areas within District territory within that area identified within Exhibit “A” attached to and made a part of the Agreement.

WHEREAS, at this time the City requests that the following water service area(s) be released by District to the City in anticipation of current or impending development by the City, all as more specifically designated by the attached map:

1. The 72.6 acres located south of the Union Pacific rail line in the Southwest Quarter of Section 21; and
2. The 71.06 acres on the East side of the Northeast Quarter of Section 17.

NOW, THEREFORE, in acknowledgment of consideration set out below, the parties hereto agree as follows:

- A. District agrees to release the following acreage to the City:

Parcel 1. The 72.6 acres located south of the Union Pacific rail line in the Southwest Quarter of Section 21, containing a 4” line and Benefit Unit #97; and

Parcel 2. The 71.06 acres on the East side of the Northeast Quarter of Section 17.

For parcel 1, City shall pay to District \$500 per acre ($\$500 \times 72.6 \text{ acres} = \$36,300$), City agrees to pay \$1 per inch per foot for the distribution line, and \$12,500 for the current Benefit Unit Customer located thereon, once the City takes over.

For parcel 2, City shall pay to District \$650 per acre, \$1.30 per inch per foot for the distribution line, and \$13,000 for each Benefit Unit Customer located thereon, based on the tract being developed for heavy commercial requiring buildings to be sprinkled for fire.

From this point, tracts requested by “City” to transfer Water District service area, that are approved by District, shall require compensation at \$650 per acre and \$1.30 per inch per foot for distribution lines and \$13,000 for each Benefit Unit Customer, until modified in future by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum the date and year first ascribed above.

CITY

By: _____
Jim Benage, Mayor
City of Bel Aire, Kansas

ATTEST:

By: _____
Melissa Krehbiel, City Clerk

RURAL WATER DISTRICT #1
SEDGWICK COUNTY, KANSAS

By: Curt Robertson
Curt Robertson, Chairman

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between the City of Bel Aire (hereinafter called “City”) and Maria Schrock (hereinafter called “Attorney”).

WHEREAS, the City desires a contractual relationship with the Attorney upon the terms set forth in this agreement, all in accordance with the laws of the State of Kansas; and

WHEREAS, the Attorney desires employment with the City upon the terms and conditions set forth herein;

WHEREAS, the Attorney is a professional licensed attorney who has the specific education, training and experience to practice local government law in the State of Kansas and subject to the Kansas Code of Profession Responsibility for Attorneys;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth, the City and Attorney do agree as follows:

Section 1. Duties:

The City shall employ the Attorney as its City Attorney, to perform the functions and duties of City Attorney, and other duties as assigned, with all of the authority and powers applicable under the laws of the State of Kansas.

Section 2. Term:

This agreement shall remain in full force and effect from the date signed by both parties until terminated by the City or the Attorney as provided in Sections 8 or 9 of this agreement.

Section 3. Compensation:

- a. City agrees to pay Attorney annual base salary of \$120,000.00, payable in installments at the same time that other management employees of the city are paid.

- b. This agreement shall automatically be amended to reflect all salary increases (COLA / STEP / Bonuses) that are provided or required by the City's compensation policies to include all salary adjustments on the same basis as applied to permanent employees. In years where no salary increases are awarded or adjustments are less than 3% increase, this agreement shall automatically be amended to reflect a minimum of 3% increase in Attorney's base salary.

Section 4. Health, Disability and Life Insurance Benefits:

The City agrees to offer to the Attorney health, vision, dental and comprehensive medical insurance for the Attorney and family. The City shall pay the same rate of such benefits as all other employees.

Section 5. Leave:

- a. The Attorney shall receive 160 hours of vacation annually on June 1st of each year.
- b. Attorney shall accrue sick leave monthly in the same manner as all other permanent part-time employees of the City.
- c. Accrual of vacation hours shall not exceed 160 hours.

Section 6. Other Monetary Benefits:

- a. In addition to her salary, the City shall budget for and shall provide professional liability insurance coverage for the Attorneys work on behalf of the City.
- b. Should the Attorney need to use his / her personal vehicle for official travel, the City will reimburse the Attorney for use of his / her official travel at the rate paid other City employees for similar travel and in compliance with the City's travel policy.
- c. Recognizing the importance of constant communication and maximum productivity, the City shall provide the Attorney with a cellular phone and laptop computer for business use.

Section 7. General Business Expenses:

- a. The city agrees to budget and pay for professional dues to the State Bar Association, local Bar Association and all affiliated licensing fees. The League of Municipalities, City Attorneys Association of Kansas and any other regional, state and local associations / organizations necessary and desirable for the Attorneys continued professional participation and for the good of the City.
- b. City agrees to budget and pay for travel and subsistence expenses of the Attorney for professional and official travel to adequately pursue valuable official functions of the city.
- c. City authorizes reasonable job-related expenses incurred by the Attorney and agrees to reimburse or to pay said expenses. Such expenses may include meals where City business is being discussed or conducted and participation in social events or various organizations when representing the city.
- d. The City shall budget and pay for legal research software for the Attorneys use in his official capacity, annual costs for such software shall not exceed \$3,000 annually.

Section 8. Termination:

For the purpose of this agreement, termination shall occur when any of the following events occur:

- a. For just cause the majority of the Bel Aire City Council votes to do so in an open meeting, after a hearing, which shall be held in an Executive Session. Just cause is defined as the continued physical or mental incapacity to perform necessary duties, or conduct amounting to habitual neglect of duty or willful misconduct of a duty or obligation reasonably owed the City as a condition of employment.
- b. The City refuses to comply with any provisions of this agreement which confers a benefit to the Attorney.
- c. Any suggestion directly made by the Governing Body members (s) that the Attorney resign.

Section 9. Separation:

- a. In the event the Attorney voluntarily resigns her position with the City, the Attorney shall provide a minimum of 30 days' notice unless the City and Attorney agree otherwise. Attorney shall not be entitled to any severance or sick time buyout upon voluntary resignation.

Section 11. Severance:

- a. Severance shall be paid to the Attorney when employment is terminated as defined in either Section 8 (a), 8(b), and / or 8(c).
- b. Such severance shall equal three (3) months' salary at her current rate of pay. The severance payment shall be paid in a lump sum or in continuation of the salary on the existing basis, at the Attorneys option.
- c. The Attorney shall also be compensated for all accrued vacation.
- d. If the Attorney is terminated because of a felony conviction, the City has no obligation to pay severance under this section.

Section 12. Performance Evaluation:

City shall annually review the performance of the Attorney subject to a process, form, criteria and format of evaluation which shall be mutually agreed upon by the City and the Attorney.

Section 13. Hours of Work

It is recognized that the Attorney shall perform a number of duties outside regular normal business hours of the Bel Aire City Hall and as such, the Attorney may take personal time off during normal business hours when appropriate and as duties allow.

Section 14. Ethical Commitments

- a. Attorney will at all times adhere to the Ethical Rules of Profession Conduct for Attorneys in the State of Kansas. The Attorney shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in any fund-raising activities for individuals seeking or holding City of Bel Aire offices, nor seek to accept any personal enrichment or profit derived from confidential information.

- b. City shall support Attorney in keeping these commitments by refraining from any order, directive or request requiring Attorney to violate the Rules of Professional Conduct for Attorneys. Specifically, neither the governing body nor any individual member thereof shall request Attorney to endorse a candidate, make any financial contributions, sign or circulate any petition or participate in any fund-raising activity for individuals seeking or holding elected city office in Bel Aire, nor handle any matter of personnel on a basis other than fairness, impartiality, and merit.

Section 15. Outside Employment

The employment provided for by this Agreement shall be the Attorneys principal professional employment. This subsection shall not be construed to prohibit the Attorney from occasional teaching, writing or consulting activities when performed outside the Attorneys normal working hours with the City.

Section 16. Bonding and Risk Allocation

- a. The City shall bear the full cost of any fidelity or other bonds required of the Attorney under any law or ordinance.
- b. To the extent required by law, the City shall defend, save harmless and indemnify the Attorney against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Attorneys duties as City Attorney or Bel Aire Land Bank Attorney or Public Building Commission Attorney from the exercise of judgment or discretion in connection with the performance of professional duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Attorney may request, and the

City shall not reasonably refuse to provide independent legal representation at the City's expense. Legal representation for such actions, provided by the City on behalf of the Attorney, shall extend until a final determination of the legal action including any appeals brought by either party.

Section 17. General Provisions

- a. This agreement sets forth and establishes the entire understanding between the City and the Attorney relating to the employment of the Attorney by the City. Any prior decisions, agreements or representations by or between the City and Attorney are merged into and rendered null and void by this agreement. The City and Attorney, by mutual written agreement may amend any provisions of this agreement during the life of the agreement. Such amendments shall be incorporated and made part of this agreement.
- b. This agreement shall be binding on the City and the Attorney and any successors in interest. Except as expressly provided herein, neither party shall assign rights or delegate duties arising from this agreement without first obtaining the express written consent of the other.
- c. This agreement shall become effective on the date it is signed by the last of the signatories.
- d. The invalidity or partial invalidity of any portion of the Agreement will not affect the validity of any other provision. In the event any provision of this agreement is held to be invalid, the remaining provisions shall be deemed valid and in full force and effect.
- e. In the event of any conflict between the terms, condition or provisions of the agreement and the provision of the governing body policies, or City ordinances or City rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this agreement shall take precedents over such contrary provisions.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above writing.

Jim Benage, Mayor
City of Bel Aire (CITY)

Maria Schrock
City Attorney (ATTORNEY)

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this ____ day of _____, 2023, I, Melissa A. Krehbiel, a Notary Public personally acknowledged the signature of Mr. Jim Benage, Mayor, in the City of Bel Aire , Sedgwick County, Kansas.

NOTARY PUBLIC

My Appointment Expires:_____

BE IT KNOWN BY ALL PERSONS that on this ____ day of _____, 2023, I, _____, a Notary Public personally acknowledged the signature of Maria Schrock, City Attorney.

NOTARY PUBLIC

My Appointment Expires:_____

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: KS - Bel Aire PD Address: 7651 E Central Park Ave Bel Aire, Kansas 67226 Expected Payment Method:	Contact Name: Darrell Atteberry Phone: (316) 744-6000 E-Mail: datteberry@belaireks.gov Billing Contact: (if different than above)
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Initial Term: 12.00 Renewal Term: 12 Months	Pilot period: First 45 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period. Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	5.00	\$1,750.00
Falcon	\$2,500.00	5.00	\$12,500.00

(Includes one-time fees)

Year 1 Total: \$14,250.00
Recurring Total: \$12,500.00

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc

By:

Name:

Title:

Date:

Customer:

By:

Name:

Title:

Date:

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.3. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.4. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.5 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.6 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.7 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.8 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.9 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.10 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.11 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.12 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.13 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.14 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.16 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.17 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.18 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.

1.19 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.20 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.21 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.22 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.23 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.24 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.25 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.26 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.27 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.28 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.29 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other reasonable terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of

the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the

need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock’s Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be

provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10

above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Wing Suite Fees. For Wing Suite products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period.

5.1.2 Falcon Fees. For Falcon products during the Term (as defined in Section 6.1), Agency will pay Flock fifty percent (50%) of the Usage Fee, the Implementation Fee as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF

BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

9. MISCELLANEOUS

9.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

9.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

9.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

9.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

9.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

9.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

9.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

9.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets

Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

9.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

9.11 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com
AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:

City of Bel Aire, Kansas

STAFF REPORT

DATE: 9 May 2023

TO: Ty Lasher, City Council

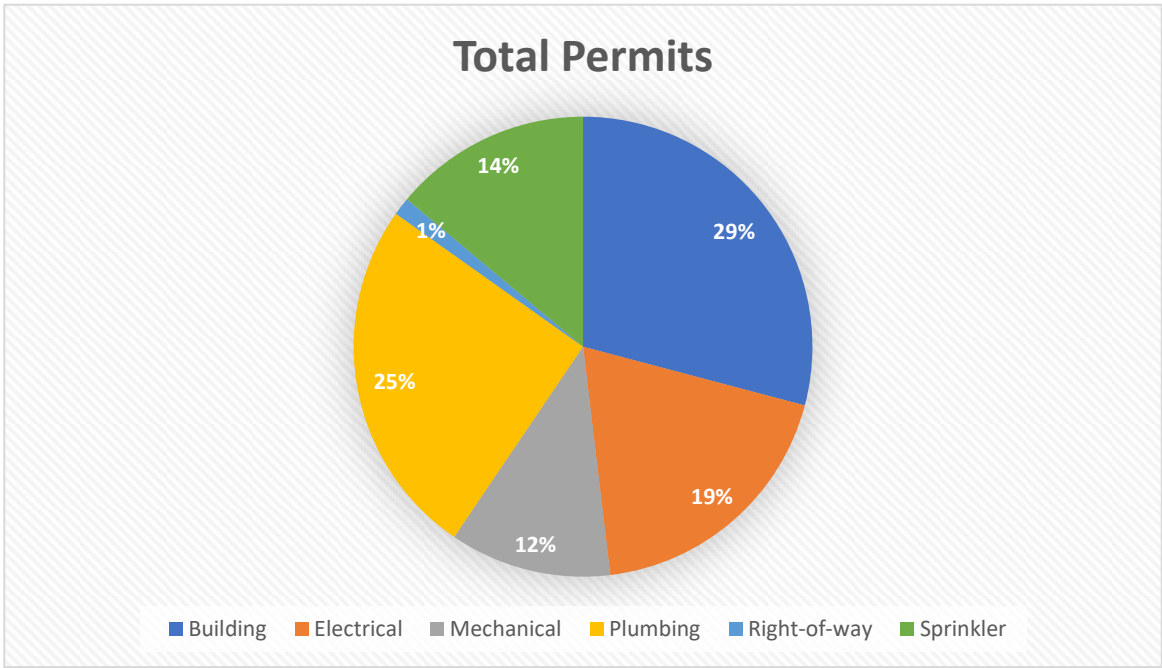
FROM: Department of Planning and Community Development

RE: April 2023 Monthly Report

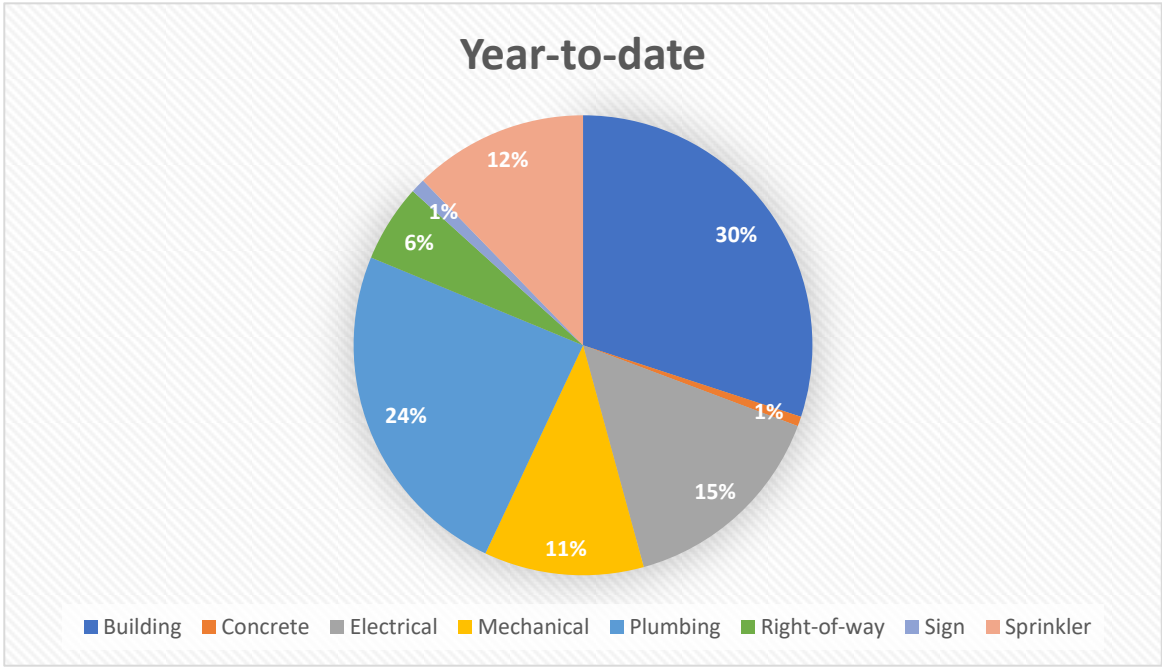


Permits:

In the month of April, 79 permits were applied for in the total of \$51,210.10. The breakdown of those permits are as follows:



For the calendar year 2023, 293 permits were applied for in the total of \$266,807.35 in fees. The following chart shows the breakdown of the types of permits pulled by percentage of the 293 total permits.



Projects and Code Enforcement

The sidewalk from Central Park Ave to Isley School on Woodlawn was started in March and has been completed. We are now working to avoid any possible erosion issues with fill dirt and a retaining wall at the north end of the sidewalk.



One of the most common complaints to code enforcement during springtime is tall grass and weed control. About 50% of the complaints received involve weeds and tall grass. The City Code defines this nuisance in Section 9.5.2 (E) as “Weeds and indigenous grasses which, because of their height, have a blighting influence on neighboring property or properties. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed twelve inches in height.” At the beginning of Spring, Code Enforcement Officer, Garrett Wichman, will send a Courtesy Notice as an educational tool for citizens to understand their obligations. If the issue is unresolved, an Abatement Notice is then pursued. Below is an example of a tall grass complaint received in April:



Another complaint received was vehicles, trailers, and other items blocking sidewalks. On April 10th, Garrett Wichman sent out a letter to over 80 residents in Bel Aire Village (numerous complaints came from this area) to inform residents of the City Code that defines this particular nuisance. City Code 9.3.2 (N) states that “Any fence, structure, thing or substance placed upon or being upon any street, sidewalk, alley or public ground so as to obstruct the same, except as permitted by the laws of the city.” Below is an example of a complaint received:



Building Department

The month of May is Building Safety Month. The International Code Council has created a webpage to raise awareness of the importance of building safety. The webpage can be found at www.buildingsafetymonth.org.

Jay Cook
Director of Planning and Community Development

STAFF REPORT

DATE: May 10, 2023
TO: Ty Lasher, City Manager & Bel Aire Governing Body
FROM: Brian Hayes, Recreation Director
RE: April Activities

Recreation

- 182 participants completed their Coed Indoor Soccer season on April 15th.
- 28 three-year olds participated in the 3 week-long Blastball program. Blastball is an introductory Coed T Ball program.
- Pickleball participation was slightly down with 272 compared to 298 participants last month.
- Taekwondo participation was down with 19 students compared to 25 in March.
- Tippi Toes Dance participation was steady with 13 participants.
- 22 Happy Feet Soccer & TGA Golf participants finished the spring sessions.
- Exercise classes were steady with 25 participants.
- Practices continue for 4 Wichita Heights Junior Baseball/Softball League teams. Games begin in May and will run through July,
- Summer Day Camp staff is now in place and will begin training in May. Currently we are at capacity for 5 out of the 10 weeks offered. Camp is scheduled to begin after Memorial Day.
- Drop-in use was steady with 540 compared to 571 in March.
- The Parks Master Plan survey closed on April 19. Landworks Studio has compiled the results and is beginning to assemble the conceptual plans for the 3 parks. A community open house will be scheduled soon.
- Work continues on the athletic fields. Herbicide and fertilizer has been applied and mowing is increasing. There is a small amount of diseased athletic field turf that may have to be dealt with after ball leagues are complete. Rec staff & volunteer groups continue to pick-up rocks out of the red shale on the infields.
- Upcoming Rec programs include T Ball, & Machine Pitch Baseball, Swimming, Summer Day Camp, and a Disc Golf Clinic.

Seniors

- 835 seniors participated in Tai Chi, cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities and others compared to 791 last month.
- Special programs included several crafts and outings. 5 educational sessions were also held.
- Upcoming Senior activities include several craft activities, outings, presentations, as well as the many ongoing programs, mailings and virtual activities.

Swimming Pool

- We continue meeting with the returning pool manager interviewing guard applicants and planning the upcoming season. We need to hire 3-5 additional guards. Many applicants are no longer interested due to higher pay available at the YMCA and City of Wichita.
- Pool was uncovered and prep work will begin in early May.
- Pool is scheduled to open on May 27th depending upon the weather.

MANAGERS REPORT

DATE: May 10, 2023
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: May 16, 2023 Agenda



Proclamations (Item V)

Memorial Day - "Decoration Day" was changed to "Memorial Day" after World War II and declared the official name by Federal law in 1967. Memorial Day is an American holiday, observed on the last Monday of May, honoring the men and women who died while serving in the U.S. military.

National Public Works Week - Is a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works. Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. The goal is to use this week to energize and educate the public on the important contribution of public works to our daily lives: planning, building, managing and operating the heart of our local communities and building the quality of life.

Consent Agenda (Item VII)

The Consent Agenda contains the minutes of the May 3, 2023, City Council meeting. In addition, Bel Aire codes state that the City Manager, City Attorney, and Municipal Court Judge must be reappointed annually in May.



AP Ordinance (Item VIII)

This reporting period includes one payroll period. The payment of \$12,000 to Ruiz Concrete was for 2022 Sidewalk Grant projects approved in fourth quarter 2022. Capital improvement projects included \$197,000 for Cedar Pass, several approved public works projects and two debt service payments.

Retail Sale Fireworks Permit for Bellino Fireworks (Item A)

Three applications have been approved for permits to sell fireworks in 2023 to date. City codes allow for no more than four permits in one year. Bellino Fireworks sponsors the Bel Aire Lions Club and has submitted an application to be located on the northwest corner of 45th & Woodlawn, the same location as last year. They have all the needed agreements and would like to receive the fourth permit. Staff is fine with the location as it worked last year.

Waste Connections Request for 2% Increase in Fees (Item B)

The solid waste collection and recycling agreement with Waste Connections that was approved in 2016 allows for Waste Connections to request a 2% fee increase annually. Included in your packet is a letter requesting such an increase, as well as the agreement. Council approved a 1.5% increase in 2017, nothing in 2018, 2019 or 2020, 1% in 2021 and a 2% in 2022. Herschel West with Waste Connections will be at the meeting to explain the need and answer any questions.

Fee Schedule Resolution (Item C)

At the May 9th workshop, the Council discussed the pool, challenges finding staff as well as increased maintenance costs. As a result, the governing body instructed staff to review the current fees and how they compare to surrounding communities. Rec Director Brian Hayes conducted research to see what fees may need to be raised. Included in the packet are his recommendations. Ted has incorporated those into a revised fee schedule. You can approve the resolution if you support the recommendations. You can also make changes to the fees prior to adoption.

Conditional Use Ordinance for LED Sign at Resurrection School (Item D)

At their April meeting Planning Commission held a public hearing on a conditional use request from Resurrection Catholic School to add a LED backlit message board sign in a utility easement. The representative of the applicant was present and stood for questions from the Commissioners. Regarding concerns about the brightness of the sign at night and visibility for passing drivers, the representative stated that the sign can be dimmed. Following the hearing, the commission discussed the City Code standards for illuminated signs. They agreed with staff's recommendation for a 6-month probationary period, to determine if any problems

would result from the placement of the sign. Having thoroughly reviewed the issue, Planning Commission voted (by passing a 4-0 motion) to recommend that Council approve the sign proposed at Resurrection Catholic School in an R-6 zoning as presented with the condition for a six (6) month probation upon concerns from the general public. The Ordinance now comes before Council for final approval.

Vacation Order for Lot Setback at Villas at Prestwick (Item E)

Also at their April meeting, Planning Commission held a public hearing on a request to vacate a ten (10) foot back building setback to four (4) feet, for Lot 20, Block 1, The Villas at Prestwick. As the applicant explained, more space is needed in the front of the units to lessen the grade of the driveways and hopefully avoid falling hazards for the residents. Having thoroughly reviewed the request, Planning Commission voted (by passing a 4-0 motion) to recommend the Council vacate the back building setback from 10' to 4' at Villas at Prestwick as presented without changes. The Order of Vacation now comes before Council for final approval.

Bids for Water & Storm Sewer, Cedar Pass (Item F)

The Developer of Cedar Pass is ready to move forward with Water and Storm Sewer Improvements. The cost of the improvements will be financed through a bond and spread as special assessments against the benefiting lots. Three contractors submitted bids, with Nowak Construction being the low bidder. Staff recommends that the City Council accept the bid from Nowak in the amount of \$1,049,176.90.

Third Addendum to the RWD #1 Water Service Agreement (Item G)

Rural water districts (RWD) throughout the US have great protections under federal law. The reason is that RWD were set up to provide potable water to rural customers that have large stretches between homeowners. Often times the RWD would borrow federal dollars to install the infrastructure so the federal government wanted to ensure their investments were protected. As cities grow and annex land, the service boundaries change for both the municipality and RWD. In essence, the city is taking away potential revenue from the water district. Federal law requires the water district and city negotiate a purchase of rights and service.

When Bel Aire annexed nearly 2,000 acres in 2006, the RWD requested to be reimbursed for that territory. In 2013, after much negotiations, RWD#1 and the City of Bel Aire agreed to a cost that was paid over time. That obligation has been paid but Bel Aire recently annexed 160 acres into the city limits. As a result, staff and the RWD were able to negotiate a third amendment to take over rights to serve

those areas. The cost of this will be paid from the water fund and the added revenues from the customers will aid in the repayment of costs.

City Attorney Employment Agreement (Item H)

The previous City Attorney resigned to take the same position with the City of Derby. As a result, the City Council selected an Interview Committee consisting of Mayor Benage, Emily Hamburg, John Welch and myself to review applications and conduct interviews. The committee reviewed a number of applicants for both part-time and full-time consideration and then interviewed several candidates. After much consideration, the committee is recommending the council enter into an employment agreement with Maria Schrock as the new full-time city attorney. Maria has signed the agreement included in the packet and ready for council approval. Her start date will be June 12th if approved.

Flock Safety System (Item I)

Flock has created a camera system to identify license plates of those entering or exiting their view. If a violator drives past a camera, the system notifies the law enforcement agency where the camera is located. That vehicle then can be apprehended, and the case resolved. Most cities in Sedgwick County utilize his system so Chief Atteberry wanted to install a couple cameras to test the system. At the May 9th workshop, Chief Atteberry explained the system, benefits and costs. After much discussion, the City Council felt this type of a system is not something desired in Bel Aire. The five cameras were installed at no cost for a 45-day trial. Action on the agenda is to accept the Chief's proposal for five cameras at a cost of \$12,500 annually or end the trial period and request the company to remove the cameras at no cost.

Executive Session

Staff has no need for an executive session.