



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
July 11, 2023 6:30 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

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

III. OPENING PRAYER: John Barkett

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Minutes of the June 20, 2023 City Council meeting.

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

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 23-12 in the amount of \$920,352.63.

Action: Motion to (accept / deny / table) Appropriations Ordinance 23-12.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

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

X. REPORTS

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

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of a Scope of Services from TranSystems for the Integra Site Access Transportation Plan.

Action: Motion to (accept / deny / table) the Scope of Services (as presented / amended).

Motion _____ Second _____ Vote _____

B. Consideration of a contingency fee agreement with Foulston Siefkin LLC to serve as counsel for Bel Aire, who will be a member of the Streetlights Alliance for Fair Energy Rates coalition “SAFER” in the rate case of 23-EKCE-775-RTS. The contingency fee agreement has been reviewed by the City Attorney.

Action: Motion to (accept / deny / table) the contingency fee agreement with Foulston Siefkin LLC to serve as counsel for Bel Aire, who will be a member of the Streetlights Alliance for Fair Energy Rates coalition “SAFER” in the rate case of 23-EKCE-775-RTS, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

- A. Action:** Motion to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, and Jennifer Hill. The meeting will be for a period of (____) minutes, and the open meeting will resume in City Council Chambers at (____) p.m.

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

- A. City Council Workshop - Tomorrow, July 12th at 6:30 p.m.**

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments

A. Manager's Report - July 11, 2023

Notice

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



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
June 20, 2023 7:00 PM



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

II. ROLL CALL

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch. Also present were City Manager Ty Lasher, Assistant City Manager Ted Henry, City Attorney Maria Schrock, Director of Public Works Marty McGee, Director of Community Development Jay Cook, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Terry Hedrick provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

- A. Minutes of the June 6, 2023 City Council meeting.**
- B. Accept Petitions for Paving, Sanitary Sewer and Water Distribution System Improvements in Arthur Heights.**
- C. Approval of three (3) Resolutions Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing and Providing For The Making Of The Improvements In Accordance With Such Findings (Paving, Sanitary Sewer System, Water Distribution System /Arthur Heights Estates).**
- D. Appointment of Maria Schrock as Bel Aire City Attorney.**
- E. Appointment of Art Tenbrink as a CCUA Alternate Board Member.**

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 23-11 in the amount of \$478,328.82

MOTION: Councilmember Smith moved to approve Appropriations Ordinance 23-11. Councilmember Davied seconded the motion. *Motion carried 5-0.*

VIII. CITY REQUESTED APPEARANCES

A. Gary O'Neal, President of the Bel Aire Area Chamber of Commerce

President Gary O’Neal gave a brief presentation about the Chamber’s recent activities and successes. He requested that the Council consider allotting \$15,000 in the 2024 budget for the Chamber.

IX. CITIZEN CONCERNS: No one spoke.

X. REPORTS

A. Council Member Reports

Councilmember Hamburg reported she attended the latest meetings of the CCUA and a tour of Goodwill Industries with the Chamber.

Councilmember Smith reported on the latest meeting of the CCUA. He noted that CCUA will meet again on June 22nd and June 29th for special meetings.

Councilmember Davied reported that he attended the latest CCUA meeting, the tour of Goodwill Industries, and the K-254 meeting. He noted that there will be a public open house regarding K-254 on Tuesday, June 27th at Circle Middle School.

Councilmember Dehn reported that he also attended the tour of Goodwill Industries with the Chamber. He noted that Bel Aire will hold an Open House at the Rec Center next Tuesday. He wished everyone a safe and happy July 4th.

B. Mayor's Report

- Safewise has ranked Bel Aire as the 4th safest city in Kansas. Mayor Benage thanked police and City staff for helping Bel Aire consistently attain a high ranking with Safewise.
- He attended the tour of Goodwill Industries and encouraged residents to support Goodwill.
- Mayor Benage also attended the latest meeting of the K-254 Corridor Development Association and attended a change of command ceremony at McConnell Airforce Base.
- He encouraged residents to provide input at the meetings on June 27th for the K-254 Management Plan and Parks open house.

C. City Attorney Report

City Attorney Maria Schrock reported that she is getting oriented in her new position and thanked the council for the privilege of serving as the City Attorney.

D. City Manager Report

City Manager Lasher reported that the first Tuesday meeting of the Council has been moved from July 4th to July 11th due to the holiday. He also noted that a new fireworks ordinance will go into effect this year, expanding the number of days when detonation of fireworks is allowed.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of a bid for a lawn mower. Four Bids were received:

<u>Supplier</u>	<u>Bid</u>
Kansas Golf & Turf: Spartan KGZ-XD 60”	\$14,100
Wichita Tractor Co: Bad Boy Rogue 61”	\$13,317.10
White Star: Bobcat ZT7000 61”	\$13,517
White Star: Bobcat ZT7000 72”	\$14,351

MOTION: Councilmember Smith moved to accept the bid from Kansas Golf & Turf at a cost not to exceed \$14,100 and authorize all required signatures. Councilmember Welch seconded the motion. *Motion carried 5-0.*

B. Consideration of the Planning Commission's recommendation to Amend the Tierra Verde Planned Unit Development to allow R-5 and R-6 Zoning (PUD-23-02).

Phil Meyer, Baughman Company, represented the applicant and stood for questions from City Council. City Staff also stood for questions.

MOTION: Councilmember Hamburg moved to accept the Bel Aire Planning Commission's recommendation to amend the Tierra Verde South Addition PUD Agreement to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3, and authorize all required signatures. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

C. Consideration of a contract with InfoSend to print and mail utility bills/notices. Contract has been reviewed by City Attorney.

MOTION: Councilmember Smith moved to accept the contract with InfoSend to print and mail utility bills and notices and authorize the City Manager to sign all related documents. Councilmember Davied seconded the motion. *Motion carried 5-0.*

XII. EXECUTIVE SESSION

MOTION: Councilmember Welch 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, City Attorney, Art Tenbrink and Jennifer Hill. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 8:15 p.m. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

The City Council then held an executive session. At 8:17 p.m., Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Smith moved to extend the executive session by an additional 20 minutes, with the open meeting resuming in Council Chambers at 8:37 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The City Council then returned to executive session. At 8:40 p.m., Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Welch moved to extend the executive session by an additional 15 minutes, with the open meeting resuming in Council Chambers at 8:55 p.m. Councilmember Smith seconded the motion. *Motion carried 5-0.*

The City Council then returned to executive session. At 9:00 p.m., Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

XIII. DISCUSSION AND FUTURE ISSUES

The Council briefly discussed the agenda for the July 11th workshop. There was consensus to schedule a second workshop on July 12th at 6:30 p.m.

XIV. ADJOURNMENT

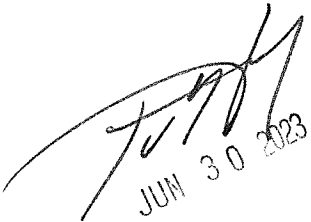
MOTION: Councilmember Welch moved to adjourn. Councilmember Davied seconded the motion. *Motion carried 5-0.*

The meeting adjourned at 9:05 p.m.

CITY OF BEL AIRE		
AP ORD 23-12		
Vendor and Payroll Checks 06/12-06/30/23		
AFLAC	EMPLOYEE MONTHLY PREMIUM	\$ 854.44
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES/EQUIP	\$ 2,055.76
AMERICAN BAR ASSOCIATION	CITY ATTY DUES:SCHROCK	\$ 150.00
ASCAP	GNRL LIC:MUSIC/ART DISPLAY	\$ 433.75
AT&T - U-VERSE	INTERNET BACKUP	\$ 120.00
BANK OF NEW YORK	541071:06/23 O&M /DEBT SVC	\$ 183,400.45
BAUGHMAN COMPANY, P.A.	CHAPEL PH2:PAVING/STAKING INSP	\$ 26,060.00
BEALL & MITCHELL, LLC	06/23 JUDGE TERRY BEALL	\$ 1,237.98
BLUE CROSS AND BLUE SHIEL	07/23 ID:0421210	\$ 51,572.67
CARROT-TOP INDUSTRIES, IN	FLAGS:CITY HALL	\$ 947.45
CHARLIES CAR WASH LLC	FLEET CAR WASH	\$ 100.00
CITY ATTORNEYS ASSN OF KS	2023 DUES:MARIA SCHROCK	\$ 35.00
CMW	CH #3 #4 UNITS REPAIR, POOL HVAC REP.	\$ 1,617.49
COX COMMUNICATION:WATER T	I.T.BACKUP:WATER TOWER	\$ 154.95
COX COMMUNICATIONS:CH	INTERNET/PHONE SVC	\$ 860.87
COX COMMUNICATIONS:PBWRKS	INTERNET/PHONE SVC	\$ 334.56
COX COMMUNICATIONS:REC	INTERNET/PHONE SVC	\$ 194.64
CRAFCO	MASTIC/ROADSAVER	\$ 4,662.00
CREATIVE AWARDS & SCREEN	MEETING SIGNS FOR DOORS	\$ 242.00
CULLIGAN OF WICHITA	WATER SERVICE	\$ 67.60
D & J SPORTS	LIFEGUARD SWIM/SUPPLIES	\$ 564.95
DELTA DENTAL PLAN OF KANS	06/23 MONTHLY PREMIUM	\$ 2,786.12
DILLONS	PUBLIC SVC WK SNACKS	\$ 278.54
DOLLAR TREE	OFFICE SUPPLIES	\$ 24.75
DOMINOS	PIZZA-VOLUNTEERS	\$ 49.95
DUNKIN #363135	STAFF APPRECIATION	\$ 12.66
EMC INSURANCE COMPANIES	CYBERSOLUTIONS	\$ 4,522.00
EMPAC	EMPLOYEE ASSIST PROG:QTR #3	\$ 345.00
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 562.00
EVERGY - STREET LIGHTS	ELEC SVC:STREET LIGHTING	\$ 7,482.25
FASTENAL COMPANY	HARDWARE	\$ 153.74
FEDEX	TOPEKA PRESENTATION PACKETS	\$ 505.88
FELIX'S LANDSCAPING & IRR	REC & CP:IRRIGATION REPAIR	\$ 1,220.00
FICA/FEDERAL W/H	FED/FICA TAX	\$ 24,684.86
FRIESEN & ASSOCIATES INC	COMMUNICATIONS COUNSEL	\$ 1,356.25
GALAXIE BUSINESS EQUIPMEN	CUSTOMER FORM SET UP	\$ 1,080.00
GALLS, LLC	UNIFORM/ACCESSORIES & SUPPLIES	\$ 1,168.65
GARVER	INSPECTIONS SERVICES	\$ 1,247.16
GRAINGER	PW SUPPLIES	\$ 325.66
HARBOR FREIGHT TOOLS882	WATER TRAILER PUMP; SAFETY SUPPLIES	\$ 590.38
HAWKS INTER-STATE PESTMAS	06/23:PEST CONTROL:REC	\$ 174.52
HILTON	TRAINING:GORDON	\$ 245.10
IMAGINE IT, INC	MONTHLY SUPPORT; 3 COMPUTERS	\$ 10,711.20

INDEED	PD JOB POSTINGS	\$ 486.54
JESSICA TRAN	REC REFUND	\$ 356.00
JIMMY JOHNS	UB STAFF MEALS	\$ 38.50
JONA BRUCE-BAKER	BOND REFUND	\$ 708.00
KANSAS GOLF AND TURF-WICH	NEW SPARTAN MOWER; PARTS/SUPPLY	\$ 14,415.99
KANSAS PAVING	BRISTOL HOLLOWES PH2 PAVING	\$ 122,522.85
KANSAS TURNPIKE AUTHORIT	TOLLS	\$ 6.00
KS DEPT H/E:PERMITS/TRAIN	WOODLAWN STORMWATER PERMIT '23	\$ 60.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,210.69
KS DEPT REVENUE:SALES TAX	05/23 SALES TAX	\$ 1,262.66
KS GAS - MAINT SHOP: 4103	GAS SVC:MAINT SHOP	\$ 198.54
KS GAS - PUMPHOUSE: 4105	GAS SVC:PUMPHOUSE	\$ 52.90
KS GAS - REC	GAS SVC:REC	\$ 104.40
KS GAS-CH	GAS SVC:CH	\$ 149.11
KS GAS-POOL	GAS SVC:POOL	\$ 51.47
KS PUBLIC EMPL RETIRE SYS	KPERS TIER 3	\$ 15,201.01
KS SECRETARY OF STATE	NOTARY FILING FEE:MCELHANEY	\$ 25.00
KS SOCIETY PROF ENGINEER	KSPE CONF:A STEPHENS	\$ 140.00
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	\$ 550.00
LK ARCHITECTURE, INC	PW FACILITY STUDY:PYT 2	\$ 4,185.00
M6 CONCRETE ACCESSORIES	POOL MAINT SUPPLIES	\$ 61.51
MARTIN PRINGLE	UB CUSTOMER BANKRUPTCY	\$ 973.50
MCDONALD TINKER PA	NEW CCUA AGRT, INTERM ATTY SVCS	\$ 4,163.00
MERIDIAN ANALYTICAL LABS	STORMWATER SAMPLE ANALYSIS	\$ 568.00
MIKE JOHNSON SALES, INC.	PD RECEIPTS BOOKS	\$ 217.11
NATIONAL SIGN COMPANY, IN	SIGNS, MATERIALS/SUPPLIES	\$ 1,846.26
OILFIELD SHELTERS, INC.	DUGOUT REPAIR	\$ 1,244.00
PANERA BREAD	PUBLIC SVC WEEK-SNACKS	\$ 107.74
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 3,895.95
PITNEY BOWES PURCHASE POW	MONTHLY POSTAGE	\$ 500.00
PIZZA HUT 029874	CAMP SUPPLIES	\$ 519.88
POSTMASTER	06/23 POSTAGE:UTILITY BILLS	\$ 1,110.12
PUBLIC WORKS & UTILITIES	2023 CHILDCARE LICENSE	\$ 247.50
QUILL CORP	OFFICE SUPPLIES/EQUIP	\$ 725.85
REVERIE ROASTERS	HR STAFF TRAINING SNACKS	\$ 36.44
SAMS CLUB	CAMP SUPPLIES, POOL CONCESS, S	\$ 1,573.13
SEWING & EMBROIDERY WORKS	EMBROIDER STAFF BAGS	\$ 60.00
SIMPLE CLEAN	07/23 JANITORIAL SVC:REC	\$ 3,394.60
SIMPLOT PARTNERS	REC:FERTILIZER	\$ 206.52
SITEONE LANDSCAPE S	PARKS:HERBACIDE	\$ 110.87
SPECTRUM PROMOTIONAL PROD	REC SPORTS SHIRTS/UNIFORMS	\$ 2,017.03
SQUARESPACE INC.	BETTER ON EDGE WEBSITE RENEWAL	\$ 168.00
STEPHENS, ANNE	PER DIEM KSPE CONF:STEPHENS	\$ 306.32
SUN LIFE FINANCIAL - VOLU	07/23 VOLUNTARY LIFE PYMNT	\$ 620.92
SYDNEY MARTENS	RESTITUTION PYT	\$ 136.00
THATS GREAT NEWS	MOUNTED ARTICLES	\$ 2,958.40
THE HOME DEPOT #2204	SHOP TOOLS	\$ 929.42

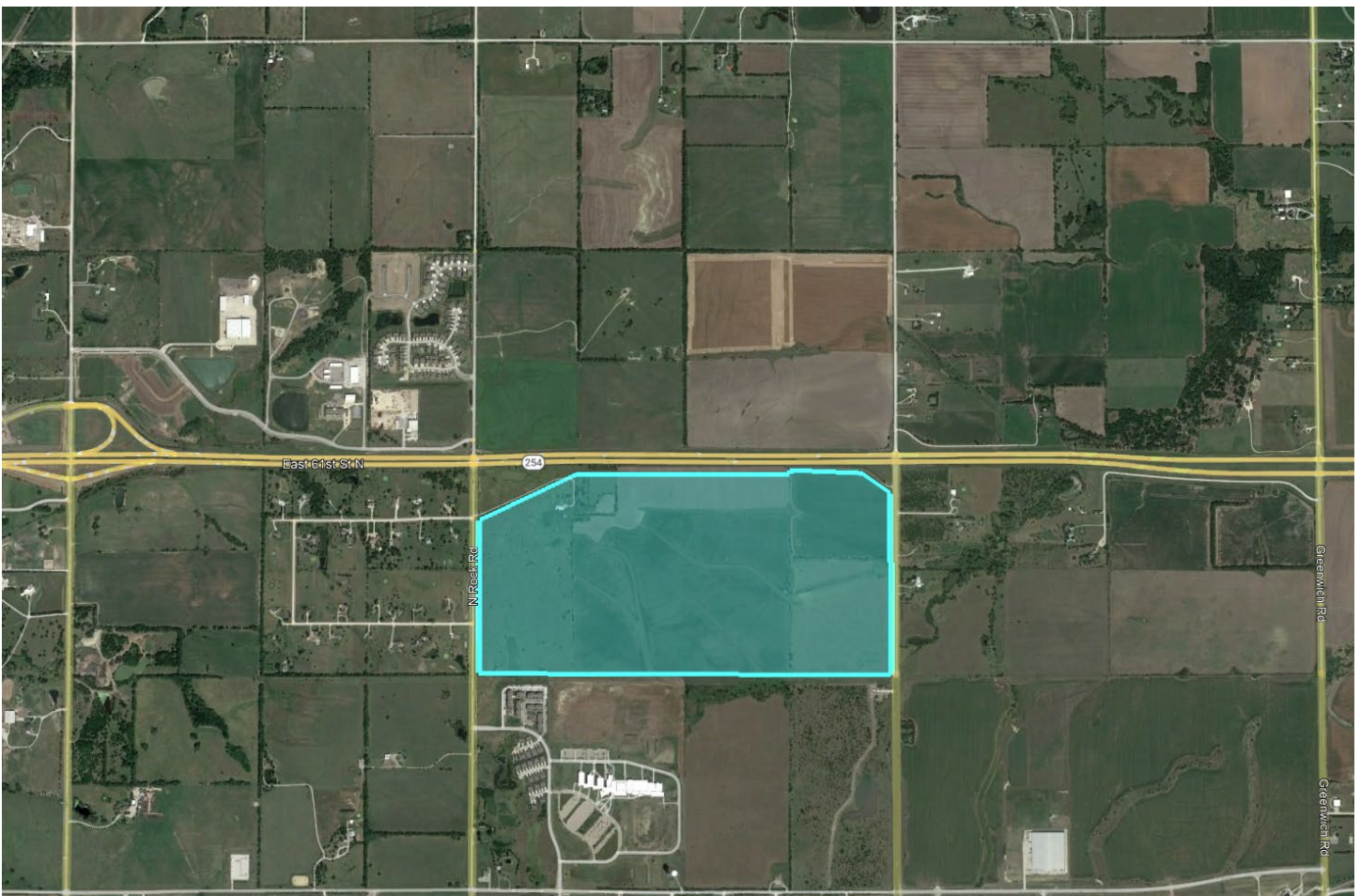
TJM PROMOS	CHALLENGE COINS X500	\$ 2,377.00
UNDERGROUND VAULTS & STOR	FILE RETRIEVAL/INTERFILING	\$ 10.90
UNITED INDUSTRIES INC	POOL:CHEMICALS	\$ 195.00
USPS PO 1946750085	MAIL WATER SAMPLES	\$ 41.65
UTILITY MAINTENANCE CONTR	HANOVER WATER LINE REPLACE	\$ 301,880.00
VISTAPRINT	SHERWOOD BUS CARDS	\$ 81.99
WALMART	DAY CAMP SUPPLIES	\$ 97.90
WASTE CONNECTIONS, INC	PORT A POT:REC CENTER	\$ 85.00
WEX BANK	FLEET FUEL	\$ 3,344.20
WICHITA WINWATER WORKS	WATER SVC MAINTENANCE SUPPLIES	\$ 2,171.00
WILLIAMS, JOY:ATTY AT LAW	PROSECUTOR SVC	\$ 368.75
PAYROLL CHECKS	PAYROLL CHECKS ON 06/21/2023	\$ 80,246.74
	CLAIMS TOTAL	\$ 920,352.63


JUN 30 2023

**City of Bel Aire
Integra Site Access Transportation Plan
Scope of Services
June 15, 2023**

Project Objectives

The project objectives for this project are to examine the effects of the Integra site on the surrounding transportation system. The project will be developed with input from the city of Bel Aire (“Client”) and the other partner study stakeholders including the Kansas Department of Transportation (KDOT), and Sedgwick County, Kansas. The study will focus on the needs for transportation improvements along K-254 (including possible interchange configurations) from Rock to Greenwich, and the surrounding system of Rock Road and Webb Road between 69th Street North and 37th Street North. TranSystems anticipates using some of the modeling work that was completed with the K-96 project to ensure data cooperation between studies. The work will include more specific generation associated with the Integra site as well as anticipated development on the north side of K-254 between Rock and Webb and 69th Street.



Project Tasks

The study will be conducted in in three phases, which are listed below with a brief description of each phase.

- Phase 100 – Project Management**
- Phase 200 – Study Content**
- Phase 300 – Report Development**

- Keeping project goals, schedule and budget
- Data Collection and Alternative Development
- Draft and Final Report with Executive Summary

Phase 100 – Project Management

- Develop and maintain a schedule with milestones, which identifies the different tasks associated with the project with a project completion anticipated approximately **September 2024**.

- We have assumed three (3) one-on-one meetings; these could include governing bodies, KDOT individuals as necessary for the study and growth projections.
- Four (4) online progress meetings are anticipated as part of the study; these could be included with other project meetings and are assumed one every two months.

Phase 200 – Study Content

200.1 – Data Collection

- Development Plans – CLIENT and/or partner stakeholders will provide copies of plats for any developments within the corridor that are planned or under development. Any available information about potential projects not yet approved or submitted will also be helpful.
- Review existing information to help generate proposed traffic projections along K-254 through the study limits. It is anticipated that the study work completed for Integra and the K-96 projections completed for KDOT may be reused on this project.

200.2 – Traffic Analysis

- Conduct Traffic counts at the following:
 - Conduct 24 hour counts along Rock and Webb which includes vehicle classification data:
 - Rock south of K-254
 - Webb south of K-254
 - Conduct peak hour (6-10 am and 3-7pm) turning movement counts over a typical weekday (Tuesday, Wednesday or Thursday) at the following intersections:

<ul style="list-style-type: none"> • 69th Street N. and Rock • 69th Street N. and Webb • 53rd Street N. and Rock • 53rd Street N. and Webb • Rock and Bel Aire City hall Access • Rock and Deer Run • Rock and Saw Mill Road • Rock and Old Mill Road • Rock and 45th Street • Rock and Champions • Rock and Mulberry • Rock and Jasmine • Rock and Thorn 	<ul style="list-style-type: none"> • Rock and 37th • Webb and 39th • Webb and 40th/WSU entrance • Webb and 42nd • Webb and 43rd • Webb and Champions Circle • Webb and 45th • Webb and 46th • Webb and 49th • Webb and 50th • Webb and E. Chris St.
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- Traffic Forecasting, Operations and Safety Review
 - TranSystems will use the K-96 modeling to develop growth assumptions along the corridor.
 - TranSystems will use ITE trip generation for site traffic and for site north of K-254, between Rock and Webb and 69th Street
 - Operational Analysis
Perform Operational Analysis at key study intersections along the corridor to identify improvements necessary to support future traffic growth and identifying and mitigating impacts to the limits of the study.
 - Develop Synchro/SimTraffic analysis of the corridor intersection. VISSIM models may be used on a limited basis to test complex interactions but is anticipated to limited in nature.
 - Develop safety analysis for the corridor
- Crash Frequency and Severity metrics will be developed using a minimum of five (5) years’ worth of data.

200.3 – Existing Study Review

- Review corridor study reports, plans, capital improvement and project funding documents related to the project provided by the client

200.4 – Existing Condition Inventory

- Gather and review information and data necessary to develop an inventory of existing conditions.
- Prepare an inventory of existing conditions within the project limits. This will include, but not be limited to:
 - Land uses
 - Demographics
 - Utility infrastructure
 - Transportation infrastructure
 - Traffic generators
 - Existing traffic volumes and patterns
 - Environmental conditions

200.5 – Concept Development

- Develop two scenarios which are anticipated for interim and design year for the study area. Concepts will include short term (1 year) and Medium term (2-20 years) options to preserve the corridor as it continues to develop..

200.6 – Environmental and Land Use Condition

Consultant will conduct a desktop environmental scan of the Study Area based on the existing data and data collected in previous tasks. The scan will examine, and document existing environmental resource conditions include summary of findings and critical issues, with supporting maps, figures and tables as necessary. Issues requiring further investigation and processing will be identified. The list of critical environmental issues includes:

- Current and planned land uses including community profiles, population, trends, and socio-economic characteristics
- Environmental Justice areas
- Public lands
- Soils and geology
- Surface water
- Floodplains
- Wetlands and ponds
- Prime farmland
- Air Quality
- Noise
- Habitat
- Threatened and Endangered Species
- Hazardous materials sites
- Cultural and Historic Resources

Phase 300 – Report Development

- Develop a Draft Report summarizing the analysis, methodology and recommendations from our Study Content Phase, an electronic copy of the Draft Report including an Executive Summary will be delivered to the CLIENT.
- After receiving comments from the CLIENT’s on the Draft Report, a Final Report summarizing the analysis, methodology and recommendations from our Study Content Phase, an electronic copy of the Final Report including an Executive Summary will be delivered to the CLIENT.

Final Deliverables

The final deliverables of this project will be developed with input from the city of Bel Aire, Kansas Department of Transportation (KDOT) and the other partner study stakeholders including Sedgwick

County, Kansas. Final deliverables will include the following:

- A final report outlining the findings, projections and recommendations from the design team;
- An Executive Summary summarizing study recommendations;
- Drawings illustrating the existing right of way, estimated future right of way needs and proposed future lane configurations;

All reports shall be produced with associated text, graphics, tables, maps and figures and is anticipated to be completed in legal or 11 x 17 inch format. All deliverables will be provided in an electronic PDF format.

Assumptions

- Qualitative Safety analysis is assumed for the project; no HSM, IHDSM or AASHTOware analyses are anticipated to compare future expected crashes. CMF's may be referenced to identify appropriate wrong way driving and other countermeasures associated with any crash patterns that may exist.
- No permitting or environmental is anticipated as part of the design.
- Bel Aire and KDOT will provide review comments on the design concept.
- No drainage report, site plan development, plans for construction or environmental considerations will be included under this scope of services.
- Geological investigations are not included in this proposal.
- We are assuming 14 days for agency (Bel Aire, KDOT) review times on the corridor.
- No alternative transportation modes such as transit, pedestrian or bicycle will be collected or analyzed.

Design Fee

Our design fee to complete the above scope of work will be a lump sum amount of \$90,000.

City of Bel Aire, Kansas



STAFF REPORT

DATE: 8/29/2022
TO: Ty Lasher, City Manager
FROM: Maria Schrock, City Attorney
RE: Contingency Fee Agreement with Foulston Siefkin LLC for SAFER & 23-EKCE-775-RTS

BACKGROUND:

- 04/25/23: Evergy filed an application with the Kansas Corporation Commission (Commission)
 - Requested a \$204 million (9.77%) rate increase for Evergy Kansas Central (EKC) customers in 23-EKCE-775-RTS.
 - Bel Aire is an EKC customer.
 - If application is approved, the prices could become effective in December 2023.

DISCUSSION:

- A coalition of municipalities
 - Streetlights Alliance for Fair Energy Rates “SAFER” coalition
 - The coalition will seek a reduction in the electric rates charged by Evergy, for providing energy to power the streetlights in the coalition members’ respective municipalities.
 - Foulston Siefkin LLC will file an intervention on behalf of the coalition members, advise, and provide counsel with a contingency fee agreement.

FINANCIAL CONSIDERATIONS

- Contingency Fee Agreement
 - Success Fee Formula

Success Fee Formula

$$\begin{array}{|c|} \hline 05/01/23 \\ \hline \text{Rate}^* \\ \text{or} \\ \text{Proposed} \\ \text{Rate} \\ \hline \end{array} \quad \text{—} \quad \begin{array}{|c|} \hline \text{Appropriate} \\ \text{Rate per} \\ \text{the} \\ \text{Commission} \\ \hline \end{array} \quad = \quad \begin{array}{|c|} \hline \text{The} \\ \text{Success} \\ \text{Factor} \\ \hline \end{array}$$

$$\begin{array}{|c|} \hline \text{The} \\ \text{Success} \\ \text{Factor} \\ \hline \end{array} \quad \times \quad \begin{array}{|c|} \hline \text{kWh's} \\ \text{Bel Aire} \\ \text{uses for} \\ \text{street lights} \\ \hline \end{array} \quad = \quad \begin{array}{|c|} \hline \text{The} \\ \text{Resulting} \\ \text{Number} \\ \hline \end{array}$$

$$\begin{array}{|c|} \hline \text{The} \\ \text{Resulting} \\ \text{Number} \\ \hline \end{array} \quad \times \quad \begin{array}{|c|} \hline 20\% \\ \text{Contingency} \\ \text{Fee} \\ \hline \end{array} \quad = \quad \begin{array}{|c|} \hline \text{The} \\ \text{Success} \\ \text{Fee} \\ \hline \end{array}$$

*Our current rate is approximately \$0.42 x 222,873 kWh's (for the past year) = \$93,606.

STREETLIGHTING—PUBLIC POLICY PRICING

Public streetlighting is **overpriced**—and harms cities and citizens

Prices should be:

- No higher than those for other comparably situated customers—**but they are**
- No higher than the true cost of energy use for streetlighting—**but they are**

US Department of Transportation:*

- Between 2013 and 2016 there was a **25-percent** increase in pedestrians killed in traffic crashes.
- A disproportionate share of these pedestrian fatalities [...] **took place after dark.**

* [The Challenge | US Department of Transportation](#)

Rate Comparisons—*Streetlighting is twice as high as other service classes*

KC METRO Tariff		Energy Charge / KWh	
		Summer	Winter
STREETLIGHTS	Customer owned	\$ 0.057	\$ 0.057
EV Service	super off peak (12 am - 6 am)	\$ 0.028	\$ 0.024
	off peak (all other hours)	\$ 0.083	\$ 0.055
Transit Electric	off peak	\$ 0.028	\$ 0.024
	On peak (6 am - 6 pm)	\$ 0.192	\$ 0.104

➔ **Streetlights should be charged no more than off-peak Transit Electric service 6 pm – 6 am: \$0.024 rather than \$0.057**

Potential Cost Savings:

- **About 40% off current streetlight bills**

Public Policy Arguments

- Streetlighting is a *Public Good* and benefits everybody—*Including Every!*
 - Streetlighting prevents traffic accidents and crime and provides a sense of safety.

Tariffs should reflect public-good considerations, but they do not—rates are too high
- Low-cost service because it has virtually Zero Peak usage
 - Streetlights add zero to peak demand: i.e., streetlights don't add to plant capacity (capital) needs
 - Streetlights use inexpensive fuel Uranium. And it is clean! No CO2 emissions.

Tariffs should reflect these cost considerations, but they do not—rates are too high

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1551 N. WATERFRONT PARKWAY, SUITE 100
WICHITA, KS 67206-4466

June __, 2023

Via Electronic Mail Delivery

[Jim Benage]
[Mayor for the City of Bel Aire]
[7651 East Central Park Avenue]
[Bel Aire, KS 67226]

Re: Agreement for Legal Services

Dear [Name]:

We are pleased that you have engaged our Firm to serve as counsel for [the City of Bel Aire] (“Client”), who will be a member of the Streetlights Alliance for Fair Energy Rates coalition (“SAFER”). This letter will confirm the engagement of our Firm and describe the basis on which we will provide legal services to Client.

1. Client; Scope of Representation. We will be engaged to advise and provide counsel to Client in connection with Client’s participation along with a coalition of municipalities in the electric rate case filed by Evergy Central, Inc., Evergy Kansas South, Inc., and Evergy Metro, Inc. (collectively “Evergy”) before the Kansas Corporation Commission, Docket No. 23-EKCE-775-RTS, which is a joint application filed on behalf of all Kansas Evergy entities (“Rate Case”). The coalition will seek a reduction in the electric rates charged by Evergy for providing energy to power the streetlights in the coalition members respective municipalities. Our engagement will be limited to this matter and will not include representation of Client’s interests in any other matter unless mutually agreed in writing.

Our engagement does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (“SEC”) or Client’s disclosure obligations under such laws, and we understand that Client will not, without our prior written consent, include documents or information we provide to Client in any filings with federal or state securities regulators, including the SEC.

2. Fees/Terms of Engagement. The attorneys' fee in this case is a "contingency fee". This means our fee is contingent upon success in the Rate Case. We do not get paid if there is not a recovery in the case, either by settlement or award. The provisions below explain how the contingency fee works.

If Firm is successful in obtaining a reduction in the rates charged by Evergy to municipalities for the cost of energy to power their streetlights, either through litigation or through

[City of Bel Aire]

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a separate negotiated agreement, the Client agrees to pay a success fee in the amount of 20% of the Client’s annual savings (“Success Fee”) the year after the Commission issues a final order in the Rate Case approving the rate reduction, including an order approving a negotiated settlement with Evergy and the other parties in the Rate Case and the time for appeal of such order has expired, or the court with appellate jurisdiction over the matter has issued a final order (“Final Order”),. For avoidance of doubt, the Success Fee will be determined by calculating the difference between the rate that Evergy charges on May 1, 2023 (or the rate Evergy proposes to charge on the date it files its Rate Case, whichever is higher) and the rate that the Commission determines is the appropriate rate in the Final Order (“Success Factor”), multiplying the Success Factor by the number of kWh’s the Client uses to power its streetlights in the year following the date of the Final Order (or in the year following the date of the Final Agreement), and multiplying the resulting number by 20%. To the extent that the League of Kansas Municipalities incurs any cost or expenses in support of the Safer Coalition’s efforts, the Firm will pay such cost or expense to the League of Kansas Municipalities from the Success Fee, if any, and no additional cost or expenses will be assessed to the coalition members.

Our Standard Terms of Engagement brochure is enclosed and describes the general understandings upon which we will provide our services to you. This brochure describes the basis upon which our legal fees will be determined, the expense items for which Client will be charged, including the expense of the expert QSI Consulting, as described above, when and how you will be billed, and other important information about the terms of our engagement. Please review this information carefully and contact me if you have any questions or concerns, or if there is any item to which you do not agree. Notwithstanding the foregoing, and for avoidance of doubt, the Client will not be invoiced for Charges or Retainers as described in the Brochure.

2. Conflicts. As we have discussed, the Firm represents many other companies and individuals. It is possible that during the time that we are representing Client, some of our present or future clients will have disputes or transactions with Client, including, but not limited to, issues related to land ownership, such as zoning, development, incentives, and tax abatements. Client agrees that, subject to our obligation to consult with Client on matters that are directly adverse to Client or which may materially limit our representation of Client, we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for Client even if the interests of such clients in those other matters are adverse to Client. We agree, however, that Client’s prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of Client, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in the other matter by such client to Client’s material disadvantage. Client should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent Client.

Subject to the limitations described above in the first paragraph of this “Conflicts” section of the letter, Client: (1) waives any conflict of interest that now exists or may arise in the future by

[City of Bel Aire]

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virtue of the Firm’s representation of Client in this engagement; (2) consents to the continued representation of any existing Firm clients on matters adverse to or competing with Clients; and (3) consents to allow the Firm to undertake the representation of new clients with interests adverse to Client on matters unrelated to the engagement, or competing with Client; all without first obtaining any further permission or the consent of Client, this consent and waiver being all that is needed for that representation. Because of the Firm’s representation or potential representation of others in matters adverse or potentially adverse to Client, the Firm would not undertake this engagement without this conflict waiver and consent. If you have any questions or concerns about the requested waiver, you should consult with independent legal counsel before agreeing to this letter.

As we have disclosed to you, the Firm intends and you agree that the Firm will provide joint representation to all of the members of the coalition. Based on the information that is currently available, it is believed that the interests of various municipalities that are members of the coalition are aligned. As indicated in the Fees/Terms of Engagement section of this engagement, each Client will pay its pro rata portion of the Attorneys Fees and expenses which will be collected from the Success Fee described above.

You have been advised of your right to consult with a lawyer of your own choosing about our Firm’s representation of all of the members of the coalition and about your consent to this engagement. You agree to accept joint representation and understand your right to consult separate counsel.

You agree that a representative of the League of Kansas Municipalities will provide the Firm direction on behalf of all the members of the coalition. Because our representation is of all members of the coalition, you agree and understand that communication to or from us may be shared with all members of the coalition. While the attorney-client privilege and our obligation to keep confidential information related to this case remains in place, any communications we receive from or about any coalition member will not be kept confidential from the other members of the coalition. Acceptance of this engagement acknowledges and authorized the sharing of such information.

4. Further Questions. The lawyer-client relationship is one of mutual trust and confidence. We strive to see that our clients are satisfied not only with our services but also with the reasonableness of the fees and disbursements charged for those services. Whenever you have any questions or comments regarding our services, or the status of Client’s file(s), or whenever any new facts or considerations come to your attention, you should contact the lawyer with whom you are working, or David Rogers, the Managing Partner of the Firm. We also encourage you to inquire about any matter relating to our fee arrangements or monthly statements that is in any way unclear or appears unsatisfactory.

After considering the matters outlined in this engagement, please signify and confirm your consent and agreement by signing below and returning the signed engagement to me or by sending

[City of Bel Aire]

June __, 2023

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an email to me indicating that “The sender of this email is authorized on behalf of Client to agree to the Engagement terms including conflict waiver and joint representation terms, and does agree to those terms” or similar text.

We appreciate your selecting us as your legal counsel and look forward to a long and cordial relationship.

Sincerely,

FOULSTON SIEFKIN LLP

C. Edward Watson II

Authorized Signature: _____

Print Name: _____

City: _____

[THE CITY OF BEL AIRE]

Standard Terms of Engagement

This document sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this document carefully and contact us promptly if you have any questions. You should retain this document in your file.

1. Charges

1.1. Professional fees

Unless otherwise specified in writing to you, our fees will be principally based upon the amount of time we spend on your matter. We will, however, take other factors permitted or required under the ethical rules that govern our practice into consideration in determining our fee.

We charge time for attorneys, paralegals, legal assistants, analysts, and some support staff.

We will record time spent on your work in one-tenth of an hour (six minute) units. Each unit represents work done for all, or any part, of a six-minute period.

Currently our hourly billing rates range from \$250 to \$900 for our attorneys, and \$185 to \$265 for those paralegals, legal assistants and analysts who are likely to be involved on your matter.

1.2. Expenses

We will charge you at cost for direct expenses we incur on your behalf doing your work, unless otherwise specified to you in writing. In our discretion, direct expenses will be billed directly to you by third party service providers.

We reserve the right to make and retain, at your expense, copies of all documents generated or received by us in the course of our representation of you.

1.3. Office services

We reserve the right to charge you, at our cost, for certain office services that we use or supply to you to do your work, such as messenger and delivery service, long distance and telecopy, document production, facsimiles and CD/DVD/VHS reproductions.

We currently charge the Internal Revenue Service allowance for mileage and 15 cents per photocopy page. We regularly examine our costs and periodically modify all of our support charges.

1.4. Secretarial and word processing services

Our fees may include secretarial and word processing services, at \$75 per hour, if these services are required outside normal business hours and requested by you in advance.

1.5. Travel and accommodation

If we need to travel for your work, you agree to pay our reasonable travel and accommodation charges. In addition, work-related travel by our people will be billed at that person's hourly fee or an agreed charge.

1.6. Estimate of charges

If we give you an estimate of our charges, it is based on the scope of work expected at the time we give you the estimate and it is not binding on us. If the scope of work changes, we will give you a revised estimate.

1.7. Changes to our charges

We may change our charges from time to time and will notify you of any substantial changes.

2. Retainers

2.1. Establishment

We may ask you for a retainer. Retainers will be placed in a trust account on your behalf and are refundable to the extent not subject to disbursement. Unless specifically instructed by you to the contrary, retainers will be placed by us in our unsegregated trust account. Interest earned on that account is paid to the State Bar of Kansas for its

legal services projects for the poor. If specifically instructed by you to place your retainer in a segregated trust account for your benefit, interest accruing on your segregated trust account is credited to you and must be reported by you as interest income for income tax purposes.

2.2. Disbursement

Retainers that are received to cover specified items will be disbursed as we agree. Retainers that are made by you to cover specific services and costs will be held as an advance to be applied against your fees and costs, and you expressly authorize us to withdraw from the trust account the sums necessary to pay for services as they are performed and costs as they are incurred.

You will be notified in writing of trust account amounts applied or withdrawn, and you will also be provided with a statement explaining the services rendered and the costs incurred.

We may request additional retainers to cover further services and costs, if circumstances warrant. When our services are completed or terminated, you will receive a final invoice. If there is a balance due to you, the amount will be returned to you after payment of our final invoice.

3. Billing Arrangements

3.1. Monthly billing

Unless otherwise agreed, we will issue a monthly bill. Our bill is payable within 30 days of its issuance, unless otherwise agreed.

Unless specifically stated in a separate writing, signed by both of us, payment for our services is not contingent upon the outcome of any matter.

3.2. Interim statements

In ongoing matters, when the amount involved is sufficient to warrant a billing, we customarily submit periodic interim statements for services rendered and disbursements. Interim billings are generally based solely on standard hourly billing rates.

3.3. Separate billings for each matter

If we are working on more than one matter for you, you may receive separate billings for each matter or a combined statement for all matters. If you have a preference for either separate or combined billings, please let us know.

3.4. Payment

You agree to pay for legal services we provide at your request regardless of the location or jurisdiction in which those services are provided.

If we act for you, and you have an agreement or understanding with another person (e.g. a lessee, or a party to litigation) that the third party is required to pay our charges (or any part of them), you are still liable to pay our charges.

Payment should be sent directly to the Accounting Department of the Firm in Wichita at 1551 N. Waterfront Parkway, Suite 100, Wichita, Kansas 67206.

3.5. Late charge

We reserve the right to add a monthly service charge of 1.5% in the case of late payments.

4. Duty of Care

4.1. Advice given only to client

Any advice, recommendation or work we provide to you is given solely for your benefit. You agree not to copy or give our work to any other parties without our consent.

We do not accept any duty of care or liability to any other person or entity other than the named client, unless we expressly agree.

Except as specifically agreed by us in writing, our representation of you will not give rise to a lawyer-client relationship between us and any of your affiliates, partners, individual members, officers, directors or any other entities or individuals.

4.2. Opinions and subsequent developments

Opinions we express about the outcome of a legal matter are necessarily limited by our knowledge of facts at the time opinions are expressed and the law then in effect. Nothing in our engagement letter and nothing in our statements to you should be construed as a promise or guarantee about the outcome of your matters.

Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, we have no continuing obligation to advise you with respect to future legal developments that may have an impact upon you.

If changes are made to our work, we are not responsible for any loss caused by the changes unless we have specifically approved them.

5. Client Responsibilities

5.1. *Be candid and cooperative*

You agree that you will provide us with true, complete, candid, accurate and timely information and instructions and acknowledge that a failure to do so may result in a loss being caused to you or another party.

5.2. *Be available*

You will be available to confer with us and will keep us advised of your current address, telephone number and email address.

5.3. *Pay our bills*

You will pay our bills promptly.

6. Mandatory Forum Selection Clause and Choice of Law.

Any claim, dispute or legal proceeding arising out of or relating to Firm's engagement shall be brought only in the state or federal court within Sedgwick County, Kansas, and Client (including any parent, affiliated and related entities) irrevocably submits to the exclusive jurisdiction of such courts in any such legal proceeding; waives any objection Client now or hereafter may have to the venue or to the convenience of the forum; agrees that all claims in respect of such proceedings shall be heard and determined only in any such court; and agrees not to bring any such proceeding arising out of or relating to the Firm's engagement in any other court. Any such claim, dispute or legal proceeding shall be governed by Kansas law.

7. Conclusion of Our Representation

7.1. *Final statement*

Our representation of you will end upon our sending of a final statement for services rendered in this matter. Termination of our engagement will not affect your responsibility to pay for legal services rendered and all costs incurred up to the date of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

7.2. *By you*

You may end our engagement by giving us written notice at any time. If you do this, our engagement is ended from the date we receive your written notice. If you end our engagement, you must pay your pro rata portion of our charges up to the date we received your written notice.

7.3. *By the Firm*

We may end our engagement by giving you written notice of our intent to withdraw from our representation for any reason required or permitted by the applicable rules of professional conduct cause.

7.4. *Retention of your documents*

Non-public information you have supplied to us and which is retained by us will be kept confidential in accordance with applicable rules of professional conduct.

At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. We will retain our files pertaining to the matter.

If you would like to make copies of our files, you or your new lawyer can arrange to make copies of all our papers that we believe are necessary to continued representation. You will be charged any additional cost of copying, including professional fees for time expended in reviewing files to be copied.

We reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of our engagement.

8. Electronic Communications

Electronic communications, including email, may be intercepted, redirected, or read by third parties, including other parties who may have access to your computer and by individuals who are not intended recipients but who have legitimate access to the computer system of the sender or recipient. This may occur without the knowledge of either the sender or the intended recipient.

Although we have encryption and other electronic communication security in place, you acknowledge and accept the risks that electronic communications may not always be secure. Unless you request us to do otherwise, we may communicate with you electronically, including by email.

9. Privacy Policy

Subject to the rules of professional conduct governing confidentiality, Foulston Siefkin collects and may share information relating to you and your work in order to conduct its business, to provide and market our services, and to meet our legal obligations.

MANAGERS REPORT

DATE: July 6, 2023
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: July 11, 2023 Agenda



Consent Agenda (Item VI)

The Consent Agenda contains only the minutes of the June 20th City Council meeting.

AP Ordinance (Item VII)

This reporting period includes one payroll period. The City purchased a new Spartan mower from Kansas Golf and Turf for \$14,100. UMC was paid \$238,315.00 for full payment of the Hanover line replacement project, plus 26 new water service installs and sewer point repairs.

Scope of Services, Integra Site Access Transportation Plan (Item A)

With the potential of Integra locating at K-254 & Rock, new businesses building in the Sunflower Commerce Park and new residential developments occurring along 53rd Street, the city needs to be proactive in determining needed street improvements along Rock, Webb and 53rd Street. KDOT is currently working on a K-254 Corridor Management Plan which will not be completed until later this fall or early in 2024. Secretary Reed understands improvements at K-254 & Rock, Webb and Greenwich need to be studied now and cannot wait for the Corridor Management Plan to be completed. KDOT, Mayor Benage and I felt a combined study of the interchanges and arterial streets is a very efficient and effective way to work together in identifying needed upgrades. It is much easier for Bel Aire to engage consultants for projects than KDOT. Therefore, Secretary Reed stated if Bel Aire created a scope that included the KDOT interchanges, pay for the study and selected the firm, they would use that cost towards Bel Aire's local match for future improvements. This creates a win-win for KDOT and Bel Aire.

TranSystems was selected for several reasons. First, they were recommended by KDOT. Second, they completed a study for Integra so have a keen understanding of the needs of Integra and already have some data accumulated. Lastly, they competed intersection studies for Bel Aire at 53rd & Rock as well as 53rd & Webb. Therefore, they have the most information of any other firm and will have the lowest fee while completing the study in the fastest time.

Agreement with Foulston Siefkin for Representation In Energy Rate Case (Item B)

As you are keenly aware, the City of Bel pays close to \$100,000 annually for street lighting. Bel Aire continues to grow and in order to keep our community safe, we are adding streetlights which increases the amount of electricity used monthly. Evergy has given its statutory notice to increase their rates. Foulston Siefkin Law Firm regularly represents customers for such rate cases around the country. What they have found is that other electric companies in the US have a municipal rate for streetlights. Their experts have examined actual invoices from various Kansas municipalities, compared them to Evergy’s tariffs related to streetlighting and determined that if municipalities were billed appropriately, a municipality could expect an annual savings of approximately 50% of the cost they now pay streetlight electricity. That could be in the neighborhood of a \$50,000 savings per year. The proposed hike, with no change in fees, would add roughly \$10,000 per year to our already high bill.

Foulston Siefkin is working with the League of Kansas Municipalities in creating a coalition of municipalities, the Streetlights Alliance for Fair Energy Rates (SAFER), to oppose the rate hike and negotiate a better rate. The agreement included in the Council packet would allow Foulston Siefkin to represent the City of Bel Aire, as member of the alliance. The City Attorney has reviewed the agreement and will be at the meeting to answer any questions. The cost to Bel Aire will be based on our savings for the first year if the rate case is successful. If the case is not successful, there are no fees. Staff supports the idea of trying for a municipal rate.

Executive Session (XII)

Staff is requesting an executive session for attorney client.

Discussion and Future Issues – Workshop Tomorrow, July 12th (Item XIII)

The special workshop will include an update on the PEC water & sewer master plan, review of 53rd Street design and update on the 45th Street design.