



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
February 06, 2024 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: Dr. Robert Lindsted

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. **Approval of Minutes of the January 16, 2024 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 No. 24-02 in the amount of \$1,507,600.81.**

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 24-02.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES: Commissioner Pete Meitzner

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 appointing a delegate and alternate delegate to the annual meeting of the Kansas Rural Water Association (KRWa).

Action: Motion to appoint _____ as the delegate and _____ as the alternate delegate to the annual meeting of the Kansas Rural Water Association and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration of bids for purchase and installation of a Badger Mag flow meter for a sanitary sewer lift station (53rd Street & Harding). Two companies submitted bids:

<u>Company</u>	<u>Bid</u>
<i>R. W. Vaught for Badger Mag flow meter</i>	<i>\$17,500</i>
R.W. Vaught for installation of flow meter	\$10,000
JCI for installation of flow meter	\$6,925

Action: Motion to (approve / deny / table) the bid from R.W. Vaught in the amount of \$17,500 for the purchase of a Badger Mag flow meter and (approve /deny / table) the bid from _____ in the amount not to exceed \$_____ for installation of the meter and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration of An Ordinance Authorizing A Planned Unit Development Containing C-2 And R-5 Uses On Certain Property Located Within The Corporate City Limits Of Bel Aire, Sedgwick County, Kansas And Revoking, Repealing And Superseding Ordinance 642 Adopted For The Same (PUD-23-01).

Action: Motion to (adopt / deny / table) An Ordinance Authorizing A Planned Unit Development Containing C-2 And R-5 Uses On Certain Property Located Within The Corporate City Limits Of Bel Aire, Sedgwick County, Kansas And Revoking, Repealing And Superseding Ordinance 642 Adopted For The Same (Arthur Heights Estates) and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Jim Benage _____ Greg Davied _____ Tyler Dehn _____

Emily Hamburg _____ Justin Smith _____ John Welch _____

D. Consideration of An Agreement Concerning The Development Of Arthur Heights Estates, Bel Aire, Sedgwick County, Kansas.

Action: Motion to (approve / table / deny) an An Agreement Concerning The Development Of Arthur Heights Estates, Bel Aire, Sedgwick County, Kansas and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

E. Consideration of An Agreement Concerning The Development Of Hollenbeck Farm, Bel Aire, Sedgwick County, Kansas (ZON-23-04).

Action: Motion to (approve / table / deny) an An Agreement Concerning The Development Of Hollenbeck Farm, Bel Aire, Sedgwick County, Kansas and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

F. Consideration of Master Services Agreement with Professional Engineering Consultants, P.A. (PEC).

Action: Motion to (approve / deny / table) the Master Services Agreement with Professional Engineering Consultants, P.A. (as presented / as amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

G. Consideration of An Ordinance Concerning The Amendment Of Chapter 18, Of The City Code Of Bel Aire, Kansas, In Connection With The Zoning Map, All Within The City Of Bel Aire, Sedgwick County, Kansas.

Action: Motion to (approve / table / deny) An Ordinance Concerning The Amendment Of Chapter 18, Of The City Code Of Bel Aire, Kansas, In Connection With The Zoning Map, All Within The City Of Bel Aire, Sedgwick County, Kansas and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Jim Benage _____ Greg Davied _____ Tyler Dehn _____

Emily Hamburg _____ Justin Smith _____ John Welch _____

H. Consideration of accepting a proposal for the Geotechnical Investigation of 45th Street from Oliver to Woodlawn. Two proposals were received:

<u>Company</u>	<u>Total</u>
PEC	\$25,508.50

Terracon \$19,700.00

Action: Motion to (accept / deny / table) the proposal from _____ in the amount of \$_____ for the Geotechnical Investigation of 45th Street from Oliver to Woodlawn and authorize the Mayor to sign all related documents.

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, Assistant City Manager, City Attorney, City Engineer and Neil Gosch. 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 _____

- B. Action:** Motion to recess into Executive Session to discuss contract negotiations 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. The Executive Session will include the City Manager, Assistant City Manager, and Attorneys for the City. The Executive Session will be for a period of (____) minutes, and the open meeting will resume in City Council Chambers at (____) p.m.

Motion _____ Second _____ Vote _____

- C. Action:** Motion to recess into Executive Session to discuss personnel performance pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. The Executive Session will include the City Manager, Assistant City Manager, and Attorney for the City. The Executive Session will be for a period of (____) minutes, and the open meeting will resume in City Council Chambers at (____) p.m.

Motion _____ Second _____ Vote _____

- D. Action:** Motion to (approve / deny / table) A Contract For Legal Services Between The City Of Bel Aire, Kansas And Jay C. Hinkel, Attorney At Law.

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES: Workshop February 13th at 6:30 p.m.?

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

- A.** Planning Commission Report, January 2024
- B.** Recreation and Senior Center Reports 2023
- C.** Treasurer's Report 4th Qtr 2023
- D.** Manager's Report - February 6, 2024

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.belaireks.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
January 16, 2024 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, City Attorney Maria Schrock, Assistant City Manager Ted Henry, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: John Barkett 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. Approval of Minutes of the December 19, 2023 City Council meeting.

B. Approval of Minutes of January 9, 2024 City Council Special Meeting.

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 24-01 in the amount of \$1,827,681.68.

MOTION: Councilmember Davied moved to approve Appropriations Ordinance No. 24-01. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

VIII. CITY REQUESTED APPEARANCES: Bel Aire Chamber of Commerce – 2023 Annual report and 2024 request for support

Aaron Maxwell, President of the Bel Aire Area Chamber of Commerce, gave a brief report on the chamber. Membership is up, and speakers and tours have been planned for 2024. Last year, the City approved \$20,000 for Chamber funding. The Chamber is asking for \$15,000 in funding from the City in 2024.

IX. CITIZEN CONCERNS

Mary Govoni, 6523 E Central Park Ave, spoke about her concerns regarding water pressure and the high output of her sump pump. She and her neighbors are concerned about the ice in the alley created by sump pump runoff. Public Works has come to her house a couple of times. She asked for help in determining the cause of the water.

Gary Jantz, 6200 E 45th St N, said he wants to know the traffic study results at the corner of 45th and Hillcrest. He asked when designs for the 45th Street project will be available to view and how they will affect his property.

Carol Russell, 6218 E 45th St N, spoke about pooling of drainage at 45th and Woodlawn. She wants to make sure the drainage there was properly sized.

Michael Sullinger, 6601 E Summerside, stated he lives across from Mary, and his house is also experiencing increased sump pump discharge. A leak detection company came to check his property but were unable to find the source of the leak. He asked for assistance from the City in determining the source of the water.

X. REPORTS

A. Council Member Reports

Councilmember Dehn briefly reported on the latest meeting of the Bel Aire Chamber and an upcoming meeting for the K-254 Corridor Development Association.

B. Mayor's Report

Mayor Benage briefly reported on the Jan 9th WAMPO TPB meeting. He also asked citizens to take precautions against fires with proper maintenance of appliances; the number of fires often increase at this time of year.

Mayor Benage gave a State of the City report for 2023. Highlights included changes in personnel leadership and many water, sewer, sidewalk, and street projects. Bel Aire also experienced significant growth and maintained the ranking of #4 safest city in Kansas.

C. City Attorney Report

City Attorney Maria Schrock briefly gave an update on recent happenings in the state legislature. Coming up soon, she will attend an HOA meeting, and make a presentation to the Tree Board regarding the Kansas Open Meetings Act.

D. City Manager Report

City Manager Lasher spoke briefly about the sump pump problems reported during citizen’s concerns. He said Public Works staff will continue to work with affected homeowners to see if they can identify the cause of the problem. Mr. Lasher stated he would cede the rest of his time to Ken Lee, Garver, to speak about the 45th Street project.

Ken Lee, Garver, gave a brief presentation about the development of plans for the 45th Street project. Garver will provide an informative website for the project, including an interactive map that will allow comments from the public. A public information meeting will be held at City Hall on January 30th at 6:00 p.m. All are welcome to attend.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of approving the 2024 Bel Aire Chamber of Commerce Funding Policy with subsequent grant in the amount of \$15,000.

MOTION: Councilmember Smith moved to approve the 2024 Bel Aire Chamber of Commerce Funding Policy as presented and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

B. Consideration of the purchase of two, 2023 Dodge Durango, replacement Police Vehicles at a cost not to exceed \$115,096.00.

Assistant City Manager Ted Henry stood for questions from the Council. He noted that there was a typo in the agenda and the correct total for the not-to-exceed cost is \$128,296.00.

MOTION: Councilmember Hamburg moved to approve the purchase of two, 2023 Dodge Durango, replacement police vehicles including upfitting equipment at a cost not to exceed \$128,296.00. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

C. Consideration of accepting a bid for Arthur Heights Estates Water and Sanitary Sewer Improvements. Four bids were received:

<u>Contractor</u>	<u>Total</u>
<i>Engineer’s Estimate</i>	<i>\$167,885.00</i>
Dondlinger	\$178,001.00
McCullough	\$117,136.00
Mies	\$134,366.00
Nowak	\$161,922.00

MOTION: Councilmember Smith moved to accept the bid from McCullough in the amount of \$117,136.00 for water and sanitary sewer infrastructure for Arthur Heights

Estates and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

D. Consideration of the prioritization of projects being submitted to WAMPO for consideration to be included in their Metropolitan Transportation Plan.

MOTION: Councilmember Welch moved to approve the project prioritization without changes of projects being submitted to WAMPO for consideration to be included in the Metropolitan Transportation Plan. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

XII. EXECUTIVE SESSION

Mayor Benage stated that the order of items on the agenda would be adjusted, and the Council would first address the Executive Session regarding contract negotiations (labeled as Item XII. B. on the Agenda).

MOTION: Councilmember Hamburg moved to recess into Executive Session to discuss contract negotiations 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. The Executive Session will include the City Manager, Assistant City Manager, and Attorneys for the City. The Executive Session will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 8:35 p.m. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

The Council then held an executive session. At 8:38 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 take a 5-minute recess with the open meeting to resume in Council Chambers at 8:44 p.m. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

MOTION: Councilmember Smith moved to recess into Executive Session to receive information from staff pursuant to K.S.A. 75-4319(b)(6) for the preliminary discussion of the acquisition of real property. The Executive Session will include the City Manager, Assistant City Manager, City Engineer, and Attorney for the City. The Executive Session will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 9:00 p.m. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

The Council then held an executive session. At 9:03 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 for and additional 10 minutes with the open meeting resuming at 9:14 p.m. Councilmember Dehn seconded the motion. ***Motion carried 4-0,*** with Councilmember Hamburg absent from the vote.

The Council then returned to executive session. At 9:17 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 recess into Executive Session to discuss personnel performance pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. The Executive Session will include the City Manager, Assistant City Manager, and City Attorney. The Executive Session will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 9:34 p.m. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

The Council then held an executive session. At 9:35 p.m., Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Hamburg moved to extend the executive session for 20 minutes with the open meeting to resume at 9:55 p.m. Councilmember Smith seconded the motion. ***Motion carried 5-0.***

The Council then returned to executive session. At 10:00 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: No other items were discussed.

XIV. ADJOURNMENT

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

CITY OF BEL AIRE		
AP ORD 24-02		
Vendor and Payroll Checks 01/10-01/29/24		
AFLAC	JAN EMPLOYEE MONTHLY PREMIUM	\$ 801.92
ALEMAN, JACKIE	2023-362	\$ 10.00
AMAZON	MONITORS, KEYBOARDS, PWR STRIP	\$ 1,755.62
ARK VALLEY NEWS	BREEZE AD; LEGAL PUBLICATIONS	\$ 1,665.44
AT&T - U-VERSE	INTERNET BACKUP	\$ 150.00
BANK OF NEW YORK	541071:01/24 O&M /DEBT SVC	\$ 205,572.51
BEALL & MITCHELL, LLC	CONTRACTED COURT JUDGE	\$ 1,237.98
BLUE CROSS AND BLUE SHIEL	02/24 ID:0421210	\$ 55,019.04
BOEHM, ELISABETH	SOCCER REFUND	\$ 136.00
BURNS & MCDONNELL ENGINE	ENGINEER SERVICES FOR PROJECTS	\$ 9,938.00
CHISHOLM CREEK UTILITY AU	01/24 CUA CONTINGENCY	\$ 5,820.00
CINTAS CORPORATION	PD MATS/PW UNIFORMS/TOWEL	\$ 124.58
CITYCODE FINANCIAL LLC	2024 ANNUAL CODIFICATION FEE	\$ 1,500.00
COOPER LAW OFFICES LLC	COURT APPOINTED ATTY SVC	\$ 200.00
CORNEJO MATERIALS	106.91 TN SALT/SAND	\$ 8,531.96
COX COMMUNICATIONS	INTERNET/PHONE SVC	\$ 1,466.74
CULLIGAN OF WICHITA	WATER SERVICE	\$ 71.60
DELTA DENTAL PLAN OF KANS	01/24 MONTHLY PREMIUM	\$ 2,838.62
EMPAC	EMPLOYEE ASSIST PROG:QTR #1	\$ 365.70
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 562.00
EVERGY	ELEC SVC:CITY BLDGS	\$ 8,118.38
EVERGY-CONSTRUCTION SVC	53RD & OLIVER LS 2023	\$ 63,500.00
EXPERT AUTO CENTER	OIL, COOLING, ROTATE 2014 FORD	\$ 557.48
FICA/FEDERAL W/H	FED/FICA TAX	\$ 24,729.60
FIRE PROTECTION SERVICES	BACKFLOW REPAIR;WICHITA LINE	\$ 8,064.00
FIRESTONE	FLEET MAINTENANCE #32, #34	\$ 254.00
GALLS, LLC	UNIFORM/PD SUPPLIES	\$ 772.82
GARVER	CEDAR PASS ADD PH 1 PAVE CONST	\$ 16,735.46
GREEN PRO SOLUTIONS	SNOW & ICE REMOVAL 20GALS	\$ 2,100.14
HEARTLAND SAFE AND LOCK	SAFE/VAULT REPAIR LABOR	\$ 287.50
IAEI KS SUNFLOWER CHAPTER	IAEI CONF:K PRICE	\$ 300.00
IMAGINE IT, INC	COMPUTER SUPPORT SVC; 4 COMPUTER REPLACEMENTS	\$ 12,038.93
INTERLINGUAL INTERPRETING	LEGAL SERVICES	\$ 223.77
JELICH, MONICA	WITNESS FEE	\$ 10.00
KANSAS GAS	GAS SVC:PUBLIC BLDGS	\$ 2,115.90
KANSAS MUNICIPAL UTILITIE	2024 KMU MEMBERSHIP DUES	\$ 1,485.00
KANSAS ONE-CALL SYSTEMS	LOCATE FEES:341 FOR 12/23	\$ 409.20
KANSAS PAVING	CEDAR PASS PAVING	\$ 291,427.45
KANSAS RECREATION AND PAR	2024 MEMBERSHIP: REC STAFF x4	\$ 1,510.00
KANSASLAND TIRE # 9584	CAT BACKHOE TIRE REPLACEMENT	\$ 40.00
KRUG, KRISTIN	WITNESS FEE	\$ 10.00
KS DEPT H/E:ANALYTICAL SV	4TH QTR 2023 ANALYTICAL SVC 30	\$ 360.00

KS DEPT H/E:WA/SEWER LOAN	2790:WATER LOAN DEBT SVC PYT	\$ 25,857.25
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,388.08
KS DEPT REVENUE:SALES TAX	12/23 SALES TAX	\$ 1,102.76
KS DEPT TRANSPORTATION	RAIL SPUR LOAN PYMNT #101	\$ 3,877.06
KS MUNICIPAL INS TRUST	2024 WORKERS COMP INS PREMIUM	\$ 36,897.00
KS MUNICIPAL JUDGES ASSOC	2024 KMJA DUES/TERRY BEALL	\$ 25.00
KS PUBLIC EMPL RETIRE SYS	KPERS & KP&F	\$ 22,348.67
KS TREASURER - BOND SVC	PBC2014A, 2014B	\$ 334,188.78
LEAGUE OF KS MUNICIPALITI	2024 MEMBERSHIP DUES	\$ 4,948.22
LEASE FINANCE PARTNERS	36822QT:01/24:PD COPIER	\$ 141.38
LINSTAR INC	ID CARDS:PD	\$ 12.80
MCDONALD TINKER PA	LEGAL:NEW CUA AGREEMENT	\$ 52.50
MOCIC	2024 MEMBERSHIP DUES ATTEBERRY	\$ 150.00
MURPHY TRACTOR EQUIP 01	CUTTING EDGE JOHN DEERE GRADER	\$ 2,046.93
OREILLY AUTO PARTS	FLEET SUPPLIES	\$ 327.52
PACE ANALYTICAL SERVICES	SW:SUSPENDED SOLIDS TESTING	\$ 1,445.40
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 2,599.29
PUBLIC WORKS & UTILITIES	2,250 GAL:11/23-12/31/23	\$ 7.54
QUILL CORP	OFFICE SUPPLIES/EQUIPMENT	\$ 1,114.37
RUSTY ECK FORD PARTS & SE	PD #35 REPAIR	\$ 129.70
SAMPLE, TERRY	WITNESS FEE	\$ 10.00
SEDG CO ASSOC OF CITIES	2024 MEMBERSHIP DUES	\$ 100.00
SEDG CO DEPT FINANCE/JAIL	12/23 PRISONER HOUSING FEES	\$ 2.65
SEH INC	SCP 3RD CONSTRUCTION SVC	\$ 11,316.46
SIMPLE CLEAN	JANITORIAL SVC PW, REC, CH	\$ 2,824.60
SPECTRUM PROMOTIONAL PROD	BEL AIRE TIES x100	\$ 1,999.31
SUMNERONE	COPIER CONTRACTS	\$ 320.54
SUN LIFE FINANCIAL - VOLU	02/24 VOLUNTARY LIFE PYMNT	\$ 812.92
SUPERIOR RUBBER STAMP	PZ STAMP	\$ 34.70
SYMBOLARTS, LLC	PD BADGES x4	\$ 630.00
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES	\$ 7,417.14
UNION PACIFIC RAILROAD CO	WOODLAWN XING SURFACE & WIDEN	\$ 79,893.45
UNRUH EXCAVATING	SUNFLOWER COMM GRADING/EROSION	\$ 89,987.49
UTILITY SERVICE CO., INC	S WATER TWR MAINT CONTRACT	\$ 5,045.50
WAMPO	2024 MEMBERSHIP DUES	\$ 758.63
WASTE CONNECTIONS	12/23 RECYCLE OR TRASH SVC	\$ 44,502.47
WAV SERVICES INC	COUNCIL AUDIO VIDEO OPERATION	\$ 3,840.00
WEX BANK	FLEET FUEL	\$ 3,081.63
WICHITA REGIONAL CHAMBER	2024 MEMBERSHIP DUES	\$ 671.00
WILLIAMS, JOY:ATTY AT LAW	PROSECUTOR SVC	\$ 513.50
WSU-CONTINUING ED	2024 LOCAL GOVT NETWORK MEMBER	\$ 1,150.00
PAYROLL CHECKS	PAYROLL CHECKS ON 01/17/2024	\$ 77,374.69
	CLAIMS TOTAL	\$ 1,507,600.81

TH
JAN 30 2024

**Notice of 2024 55th Annual Meeting of Membership
Kansas Rural Water Association
Designation of Voting Delegate**

Notice is hereby given that the 55th annual meeting of the membership of the Kansas Rural Water Association will be held on Thursday, March 28, 2024 beginning at 8:00 a.m. in Room 209 A at the Century II Convention Center in Wichita, Kansas. Active members of the Association (public and private water systems, current on dues) may appoint a voting delegate to the meeting of membership.

Please complete the form below and return it to KRWA to certify the appointment of your delegate and alternate. This form must be returned to KRWA by March 16 to ensure the registration of your delegate.

Agenda

Reading and approval of minutes
Report of officers
Audit Report
Report of Nominating Committee, election of directors
Manager's report
Unfinished business
New business
Adjournment

detach and return to KRWA, PO Box 226, Seneca, KS 66538 by March 16

YOU MAY ALSO FAX THE FORM TO KRWA AT 785-336-2751 or

Please print or type --

scan and email to krwa@krwa.net

Name of System: _____ County: _____

Name of Delegate: _____

Address: _____ City: _____ Zip: _____

Email for delegate: _____

Name of Alternate Delegate: _____

Address: _____ City: _____ Zip: _____

Attest by Signature:

Chairman or Mayor: _____ Clerk, Secretary: _____



DATE: January 29, 2024
TO: Ty Lasher, City Manger
FROM: Ted Henry, Assistant City Manager/ Finance Director
SUBJECT: Lift Station Badger Mag Flowmeter

Background:

All wastewater from Bel Aire is channeled through a network of mains and lift stations towards CCUA for treatment.

While there is a flow measurement system at the lift station located at 53rd Street, the Harding lift station, which also directs sewage from Bel Aire to CCUA, lacks a functional metering system. The existing Badger Mag flow meter at this station, installed in 2003, has been out of operation for several years and is unrepairable. Although staff can estimate wastewater volumes based on the operational run time, a new flow meter is necessary to precisely record the total volume of wastewater being sent to CCUA.

Discussion:

The proposed upgrade involves installing a new Badger Mag flow meter, along with compatible controls, to seamlessly integrate with Bel Aire's existing SCADA system. This system is specifically designed and maintained by R.W. Vaught. Therefore, it is recommended that R.W. Vaught Technical Services purchase the meter and JCI undertake the installation. After JCI's work is completed, R.W. Vaught will come back out to ensure full system compatibility and functionality.

Bid Information:

Bid Amount for a Badger Mag flow meter from R.W. Vaught: \$17,500
Bid Amount for R.W. Vaught to install: \$10,000
Bid Amount for JCI to install: \$6,925

Financial Considerations:

The funding for this project will be allocated from the lift station operations budget within the Sewer Utility funds.

Recommendation:

Staff recommends accepting the bid from R.W. Vaught, amounting to \$17,500, for the new Badger Mag flow meter. Staff recommends accepting the bid from JCI, amounting to \$6,925 to *install* the new Badger Mag flow meter. Total Cost = \$24,425.

R.W. Vaught Technical Services

Controls / Scada Systems for the
Water and Wastewater Industry



3681 MC 5036
Yellville, AR 72687
1-800-950-0714
Fax: 870-449-6025

Tuesday, January 9, 2024

Section XI, Item B.

To: Marty McGee
From: RW Vaught, R.W. Vaught Technical Services
Subject: New Flowmeter for 37th St LS

Dear Marty,

Here is the pricing for the new flowmeter at the 37th St lift station.

We will provide a new Badger ModMag flowmeter. It will communicate with the Scada using Modbus. That way, we are "reading" flow, not "calculating" flow, like you have to with pulses, or 4-20 milliamp. We will have it integrated into the Scada and reports.

Total cost if someone else installs the flowmeter; \$17,500.

Optional add if we install the flowmeter, \$10,000 (add this to the \$17,500).

The flowmeter is 12 weeks lead time.

Sincerely,

RW Vaught
R.W. Vaught Technical Services
rwvaught@rwvaught.com
870-656-2030



Date: January 17, 2024

To: Marty McGee
Public Works Director
Bel Aire, KS

JCI is pleased to provide the following quote to change out your flow meter at the 37th street lift station. This is for piping change and installation only. All electrical and programming work will need to be performed by others:

-JCI will remove existing flow meter and 66" piece of pipe it is attached to with the pressure relief valve from the vault. We will cut existing pipe to fit with new flow meter. We will then reinstall pipe and new flow meter, clean exterior of pipe and paint.

Price- \$6925.00

*this work space is considered a confined space and thereby requires us to have more staff on site to meet safety regulations.

Let me know if you have any questions.

*estimated lead time 3-4 weeks

*sales tax included if applicable

*installation included except where noted

Please let us know if you have questions.

Sincerely,

Doug Allen

STANDARD TERMS OF SALE (EQUIPMENT AND SERVICES)

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment (collectively the “Equipment”) and related or other services (collectively the “Services”) referred to in Seller’s purchase order, quotation, proposal or acknowledgment, as the case may be (the “Seller’s Documentation”). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer’s assent to these terms. Seller rejects all additional or different terms in any of Buyer’s forms or documents. Orders for Equipment or Services will not be binding on Seller until accepted in writing by Seller. An acknowledgment in oral or written form or similar communication issued by Seller pursuant to Buyer’s purchase order constitutes an expression of acceptance of such purchase order, but such expression of acceptance is expressly conditioned upon Buyer’s assent to these terms, which assent will be deemed to have been given by Buyer receiving the Equipment and any Services provided by Seller.

2. **Payment.** Buyer shall pay Seller the full purchase price for the Equipment and Services as set forth in Seller’s Documentation in U.S. Dollars. Unless Seller’s Documentation provides otherwise, freight charges, storage charges, insurance premiums and/or other costs and all taxes, duties or other governmental charges relating to the Equipment and Services, as applicable, shall be paid by Buyer. If Seller pays or is required to pay any such charges, Buyer shall immediately reimburse Seller. Unless otherwise provided in Seller’s Documentation, all payments are due within 30 days after receipt of invoice from Seller. Seller reserves the right to charge to Buyer the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and for all of Seller’s reasonable costs (including attorneys’ fees, court costs and expenses) of collecting amounts due but unpaid. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. All orders are subject to credit approval.

3. **Security Interest.** To secure Buyer’s obligations to pay for the Equipment, Services and all other amounts due or to become due under the Agreement (as defined below), Buyer hereby grants Seller a security interest in the Equipment; all parts, accessories, attachments, replacements and additions related to the Equipment; and all proceeds of any of the foregoing, including, but not limited to, money, checks, deposit accounts and all other cash proceeds and non-cash proceeds and any insurance proceeds payable to Buyer by reason of loss or damage to any of the foregoing property. If Buyer fails to timely make any payments owed under the Agreement or commits any other default under the Agreement, all amounts owed under the Agreement will become immediately due and payable and Seller may proceed to foreclose on the security interest granted herein and may exercise any and all remedies available to it under the Agreement, the Uniform Commercial Code or any other applicable law. Buyer hereby authorizes Seller to file such financing statements relating to the security interest granted herein as Seller deems appropriate.

4. **Delivery/Inspection.** Delivery of the Equipment and Services shall be in material compliance with the schedule in Seller’s Documentation and is contingent upon Seller’s prompt receipt of all necessary information and assistance from Buyer. Any delivery dates on Seller’s Documentation are estimates only and not a guarantee of delivery on or before such dates. Time is not of the essence with respect to delivery dates. Seller is not responsible for delays in shipment or installation. Seller does not guarantee specific performance or accept responsibility for any liquidated damages, back charges or other losses or penalties that result from delayed delivery, regardless of the cause. Unless Seller’s Documentation provides otherwise, delivery terms for Equipment are F.O.B. Seller’s facility. Legal title to the Equipment and all risk of loss thereto shall transfer to Buyer upon delivery to the freight carrier at the shipping point. Buyer shall be responsible for all freight costs and securing insurance against risk of loss or damage for the Equipment. Buyer shall notify Seller within 48 hours of delivery of any damage to the Equipment or of any other complaint whatsoever Buyer may have concerning delivery. Buyer shall also note any damage to the Equipment on delivery tickets and shipping receipts at the time of delivery. The failure of Buyer to make such timely complaints and notes shall be deemed an acceptance of the Equipment and a waiver of any claims concerning delivery.

5. **Ownership of Materials.** All devices, designs (including drawings, plans, prototypes and specifications), estimates, prices, notes, electronic data and other documents or information developed, prepared or disclosed by Seller or at the direction of Seller (collectively the “Seller Materials”), and all related copyrights or other intellectual property rights, shall remain Seller’s property. Seller grants Buyer a non-exclusive, non-transferable license to use any such Seller Materials solely for Buyer’s use of the Equipment or receipt of the Services. Buyer shall not disclose any such Seller Materials to third parties without Seller’s prior written consent and shall not use the Seller Materials for any purpose other than as specifically permitted in the Agreement. Seller may photograph and or record video in areas where the Services are being performed and may use same for advertising/promotional purposes.

6. **Changes.** If there is a material change in the scope, duration, requirements, assumptions or dependencies described in the Seller’s Documentation related to the Services, the parties shall negotiate an appropriate change order or addendum to address the details of the change and any resulting price, schedule or other contractual modifications which shall be memorialized in a mutually executed change order or addendum. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms. Seller shall not implement any changes in the scope of Services unless Buyer and Seller agree in writing.

7. **Limited Warranty.**

a. Subject to the limitations contained in this Section and Section 10 below, during the Equipment Warranty Period (as defined below) Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller’s Documentation and shall be free

from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer ("Buyer Specified Equipment") or is not manufactured by Seller (the "Non-Manufactured Equipment"), and the Buyer Specified Equipment and Non-Manufactured Equipment are sold to Buyer on an "as is" basis. Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller with respect to the Non-Manufactured Equipment and Seller shall have no other liability to Buyer under warranty, tort or any other legal theory with respect to the Non-Manufactured Equipment. If Buyer gives Seller prompt written notice of a breach of this warranty within 12 months from delivery of the Equipment (the "Equipment Warranty Period"),

Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Equipment repaired and parts replaced by Seller during the Equipment Warranty Period shall be in warranty for the remainder of the original Equipment Warranty Period or ninety (90) days after repair or replacement, whichever is longer.

b. Subject to the limitations contained in this Section and Section 10 below, during the Services Warranty Period (as defined below) Seller warrants to Buyer that the Services shall materially conform to the description in Seller's Documentation. If Buyer gives Seller prompt written notice of a breach of this warranty within 90 days of Seller's completion of the provided Services at issue (the "Service Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, correct or re-perform any errors found by Seller in the provision of the Services or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any correction or re-performance made by Seller. Services corrected or re-performed during the

Service Warranty Period shall be in warranty for ninety (90) days from the date of correction.

c. Seller's warranty obligations are conditioned on Buyer (a) operating and maintaining the Equipment in accordance with Seller's instructions or any other owner's or operator's manual delivered to Buyer in connection with the delivery of the Equipment, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). Seller's warranty does not cover repairs necessitated by ordinary wear and tear resulting from operation of the Equipment. Seller shall have no liability for breach of warranty if

(a) Buyer operates the Equipment after the alleged breach of warranty occurs or (b) any person other than Seller performs any repairs on the Equipment. If the Equipment must be returned to Seller's shop for repairs, Buyer shall pay any costs to ship all or any part of the Equipment to or from Seller's shop, as well as any costs of removal or reinstallation. To the extent that Seller has relied upon any specifications, information, representations regarding operating conditions or other data or information supplied by Buyer, or on Buyer's behalf, to Seller in the selection or design of the Equipment and/or provision of the Services and the preparation of the Seller's Documentation, and in the event that actual operating other conditions differ from those represented by Buyer or its agent and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES, ARE SUBJECT TO THE LIMITATIONS IN SECTION 10 BELOW, AND ALL WARRANTIES WHICH EXCEED OR DIFFER FROM THE WARRANTIES IN THIS SECTION 7 ARE DISCLAIMED BY SELLER. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive warranty provided in this Section 7 shall not be deemed to have failed its essential purpose so long as Seller is willing and able to carry out the terms of this exclusive warranty.

8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach, delays in performance or for non-performance (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delays in transportation, failure of normal sources of supply, labor trouble, labor disputes, labor unrest, unavailability of materials or components, unavoidable casualties, explosion, compliance with governmental requests, laws, regulations, orders or actions, delays in receipt of duty-free or tax-free materials at port clearances, acts of government or any other cause beyond such party's reasonable control. In the event of such delay, the time of Seller's performance shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

9. Cancellation. Buyer may cancel or suspend its order for any or all of the Equipment or any related Services covered by the Agreement only upon Seller's written consent or pursuant to Seller's Documentation (if applicable). If Buyer cancels or suspends its order for any reason other than Seller's material breach of the Agreement, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. If the Equipment is unique or specially manufactured, and as a result thereof, will have no or significantly diminished resale value if not purchased by Buyer, then Seller may seek specific performance of the Agreement or maintain an action for the difference in the full value of the Equipment and the diminished resale value, if any.

10. LIMITATION OF REMEDY AND LIABILITY. THE REMEDIES OF BUYER EXPRESSLY SET FORTH IN THESE TERMS ARE EXCLUSIVE AND NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER OR ANY OTHER PERSONS OR ENTITIES, WHETHER BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR USE, AND SELLER'S TOTAL AGGREGATE LIABILITY TO BUYER OR ANY

OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, PROVISION OR USE OF THE EQUIPMENT OR SERVICES SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC EQUIPMENT OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. Retained Equipment. In the event that Buyer sends any equipment to JCI to request a quote and the quote is not accepted in writing by Buyer, then Buyer shall make arrangements to pick up their equipment as soon as possible. If any equipment is left on Supplier's premises for more than 6 months such equipment shall automatically become the property of Supplier, and Supplier shall have the right to do anything is decides with respect to such equipment, including, but not limited to, sell such equipment, repair and sell such equipment, scrap the equipment or retain the equipment.

12. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with Seller's Documentation, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed, cancelled or waived except by a written document signed by Seller and Buyer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement or any of Buyer's rights or obligations hereunder (including transfers by operation of law such as a change in control of the ownership of Buyer or a merger) without Seller's prior written consent.

Any assignment in violation of this Agreement shall be void and of no effect. The Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions. Any cause of action or other resolution of any dispute hereunder shall be subject to the exclusive jurisdiction of any state or federal court located in Jackson County, Missouri. If Seller prevails in any action against Buyer to enforce the terms of the Agreement, Buyer will reimburse Seller for all of Seller's reasonable attorneys' fees and other costs and expenses incurred in connection with such action. The remedies expressly provided for in these conditions shall be in addition to any other remedies that Seller may have under the Uniform Commercial Code or other applicable law. These terms are for the exclusive benefit of Seller and Buyer. These terms are not intended for the benefit of any other person and no other person shall have any rights hereunder.

Ultra Mag® Sensor



ProComm Converter

Ultra Mag models UM06 and UM08 flanged tube flow meters are manufactured to the highest standard available for mag meters.

The flanged end tube design permits use in a wide range of applications with up to 300 PSI working pressure.

The fabricated tube is stainless steel with steel or stainless steel flanges and is lined with UltraLiner™, an NSF approved, fusion bonded epoxy material.

INSTALLATION

Ultra Mag flow meter installation is similar to placing a short length of flanged end pipe in the line. The meter can be installed vertically, horizontally, or inclined on suction or discharge lines. The meter must have a full pipe of liquid for proper operation. Fluid must be grounded to the downstream flange of the sensor either via internal grounding electrodes (2 - 12") or using McCrometer 316 SS grounding rings. For best performance, grounding rings are recommended for all sizes.

The meter needs to be located a minimum distance before and after flow disturbances, such as elbows, pumps, partially opened valves, and changes in pipe diameter. The uneven flow created by these obstructions can vary with each system.

The minimum distance is measured in pipe diameters (D). To ensure accuracy locate the sensor upstream and downstream of flow disturbances as follows:

2" & 3" Wafer style meters	3D upstream / 1D downstream
2" - 48" Steel flanged meters	1D upstream / 0D downstream

All blending and chemical injection should be done early enough so the flow media is thoroughly mixed prior to entering the measurement area.

AVAILABLE ULTRA MAG FLANGED MODELS

UM06 - 150 psi

- 2" & 3": Steel wafer style
- 2" - 12": Steel AWWA Class "D" flat face flanges (150 PSI)

UM08 - 300 psi

- 2" & 3": Steel wafer style
- 4" - 12": Steel ANSI 300 lb. Raised Face Flanges
- 2", 3", & 14" & larger: Steel AWWA Class "F" raised face flanges

PERFORMANCE ADVANTAGES

- Needs only 1 pipe diameter upstream of most flow disturbers
- No obstruction to the flow
- No moving parts to wear or break
- Maintenance free
- Worry-free accurate measurement
- Debris or solids will not clog the meter
- No head loss
- Bi-directional flow
- Empty pipe detection
- Unaffected by changes in density and viscosity
- No risk of liner delamination or separation
- Wide flow range
- Separated power and signal cables

TYPICAL APPLICATIONS

Industrial

Raw Water	Process Control
Chilled Water	Effluent Wastewater
Cooling Water	

Clean Water

Well Water	Rate-of-Flow Control
Potable Water	Raw Water Transmission
Pump Stations	

Wastewater

Influent	Waste Activated
Effluent	Sludge
Reclaimed	Return Activated
Lift Stations	Sludge



PROCOMM CONVERTER

The signal converter is the reporting, input and output control device for the sensor. The converter allows the measurements, functional programming, control of the sensor and data recording to be communicated through the display and inputs/outputs.

The microprocessor-based signal converter has a curve-fitting algorithm to improve accuracy, dual 4-20mA analog outputs, an optional RS485 communication port, an 8 line graphical backlit LCD display with 6-key touch programming, and a rugged enclosure that meets IP67.

In addition to a menu-driven self-diagnostic test mode, the converter continually monitors the microprocessor's functionality. The converter will output rate of flow and total volume. The converter also comes standard with password protection and many more features.

ISOLATED POWER AND SIGNAL

The power and signal between the converter and sensor are isolated and placed in separate cables giving superior resistance to electrical signal noise compared to single cable designs. An added benefit from the dual cable design is a maximum cable length of up to 500ft.



Ultra Mag Part Number Matrix

UM	-	-	-	-	-	-	-	-	-	-	-	-
SINGLE DIRECTION/ BIDIRECTIONAL												
150 PSI Service Pressure	06											
300 PSI Service Pressure	08											
NOMINAL LINE SIZE												
2 in	02											
3 in	03											
4 in	04											
6 in	06											
8 in	08											
10 in	10											
12 in	12											
14 in	14											
16 in	16											
18 in	18											
20 in	20											
24 in	24											
30 in	30											
36 in	36											
42 in	42											
48 in	48											
END CONNECTION OPTIONS												
AWWA Flat Face Flanges (Class D or F)	W											
ANSI Raised Face Flanges (150# or 300#)	A											
Wafer style (2" & 3" only)	F											
ELECTRODE MATERIAL OPTIONS												
S316 Stainless Steel (Standard)	S											
Hastelloy	H											
CONVERTER MOUNTING AND CABLE CONNECTOR OPTIONS												
Strain Relief [Remote Mount (Standard)]	R											
Quick Connect [Remote Mount]	Q											
Meter Mount Converter	M											
Strain Relief [Remote Mount] (Potted)	P											
Quick Connect [Remote Mount] (Potted)	C											
REMOTE CABLE LENGTH OPTIONS												
25 feet (Standard)	025											
50 feet	050											
75 feet	075											
100 feet	100											
125 feet	125											
150 feet	150											
175 feet	175											
200 feet	200											
500 feet	500											
Custom Length Cable [User Specified]	CST											
Meter Mount Converter [No Remote Cable]	000											



Ultra Mag Flow Meter with ProComm Converter

Ultra Mag Part Number Matrix (cont.)

CONVERTER POWER OPTIONS						
AC Power	A					
DC Power	D					
Battery Power [25ft remote cable max]	B					
Solar Power, Battery Backup [25ft remote cable max]	S					
CONVERTER OUTPUT OPTIONS						
Dual 4-20mA Analog, Dual Digital (Standard)	1					
Modbus + STD (Two 4-20, two Dig)	2					
Hart + STD (Two 4-20, two Dig)	3					
Datalogger/BIV + STD (Two 4-20, two Dig)	4					
Datalogger/BIV + Modbus + STD (Two 4-20, two Dig)	5					
Datalogger/BIV + Hart + STD (Two 4-20, two Dig)	6					
AMI Smart Output + STD (Two 4-20, two Dig)	7					
Datalogger/BIV + AMI Smart Output + STD (Two 4-20, two Dig)	8					
AMI Smart Output + Dig Out + Datalogger (Battery power only)	9					
Digital Out + Datalogger (Standard Battery Power only)	0					
SMART OUTPUT PROTOCOL OPTIONS *						
No AMI Outputs	-					
Sensus Protocol (6ft cable, Nicor Connector hardwired only)	SEN					
Itron 6 digit Protocol (6ft cable, Nicor Connector hardwired only)	IT6					
Itron 9 digit Protocol (6ft cable, Nicor Connector hardwired only)	IT9					
NON STANDARD LENGTH OPTIONS						
McCrometer Length (Standard)	--					
Competitor Meter Replacement Length	S					
Special Length [Customer Specified]	XL					
HAZARDOUS LOCATION						
Class I, Division 2, Groups A-D, T5	HL					


Smart Output protocol options require selection of converter option 7, 8, or 9.

FLOW METER SPECIFICATIONS

Pipe Sizes	
2", 3", 4", 6", 8", 10", 12", 14", 16", 18", 20", 24", 30", 36", 42", 48"	
Flow Direction Measurement	
Forward and reverse flow indication and forward, reverse, net totalization are standard with all meters	
Accuracy	
Plus or minus 0.5% of actual flow (battery powered is $\pm 1\%$ of flow) IMPORTANT NOTICE ON FLOW METER ACCURACY: The flow meter, the cable and the electronics are factory calibrated for accuracy as a single unit. Changing the cable length with the Splice Kit changes the accuracy of the meter and invalidates the calibration certificate.	
Accuracy Tests	
5-point wet flow calibration of every complete flow tube with its signal converter. If desired, the tests can be witnessed by the customer. The McCrometer test facilities are traceable to the National Institute of Standards & Technology. Uncertainty relative to flow is $\pm 0.15\%$	
Pipe Run Requirements	
2" & 3" wafer style	3D upstream / 1D downstream
2" and larger flanged	1D upstream / 0D downstream
Repeatability	
$\pm 0.05\%$ or $\pm 0.0008 \text{ ft/s}$ ($\pm 0.25 \text{ mm/s}$), whichever is greater	
Conductivity	
5 $\mu\text{S/cm}$	
Liner	
UltraLiner NSF approved, fusion bonded epoxy	
Electrodes	
Type 316 stainless steel, others optional	
Electrical Connections	
<ul style="list-style-type: none"> • Compression gland seals • Quick-Connect 	
IP Rating	
Standard model	<ul style="list-style-type: none"> • Quick Connect (NEMA 6P/IP68 with remote converter) • Compression gland seals (NEMA 6P/IP68 with remote converter)
HL model	<ul style="list-style-type: none"> • Quick Connect (IP67) • Compression gland seals (IP67)
Sensor Submersibility Depth	
With standard strain relief cable	9 m (30 ft.)
With optional quick connect cable	1.8 m (6 ft.)



FLOW METER SPECIFICATIONS (CONT.)

Head Loss		
	None. No obstruction in line and no moving parts	
Warranty		
Meter	2 year warranty	
Liner	Lifetime guarantee	
Pressure Range		
	150 PSI maximum working pressure (UM06); 300 PSI maximum working pressure (UM08)	
Velocity Range		
	.2 to 32 FPS	
Temperature Range		
	Sensor Operating: -10 to 60°C (14 to 140°F) Sensor Storage: -15 to 60°C (5 to 140° F)	
Certifications and Approvals		
Standard Model	<ul style="list-style-type: none">• ISO 9001:2015 certified quality management system• Certified by MET to UL 61010-1	
HL Model	<ul style="list-style-type: none">• ISO 9001:2015 certified quality management system• Certified by MET to UL 61010-1 and MET C22.2 No. 61010-1-04<ul style="list-style-type: none">• Class I, Division 2, Groups A-D, T5• Class I, Zone 2, IIC T5	
System Options		
	<ul style="list-style-type: none">• Hastelloy® electrodes• Additional sensor cable up to 475'• Annual verification / calibration• Stainless steel ID tag	
Meter Options		
	<ul style="list-style-type: none">• DC powered converter (10-35 VDC, 21 W)• Meter mounted converter• Extended warranty• Hastelloy® electrodes• ANSI or DIN flanges• Special lay lengths, including ISO standard lay lengths	<ul style="list-style-type: none">• Quick Connect cable fittings• Converter sun shield• HART® Converter• Smart Output™ (Sensus or Itron compatible)• Battery or battery-solar powered converter

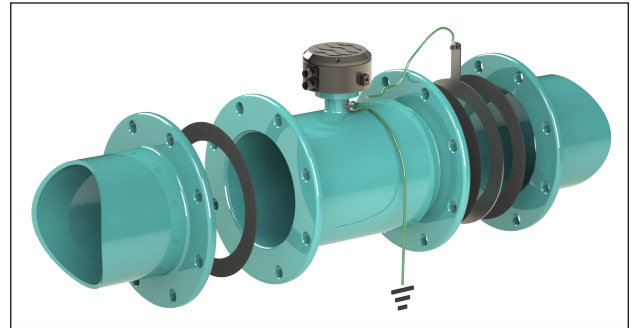
METER GROUNDING RECOMMENDATIONS

Grounding the meter body for safety according to national (NEC) or local electrical codes is recommended on ALL meter installations.

For best performance, grounding the fluid column is recommended when the meter is installed in an electrically noisy environment, such as with VFD pumps or nearby electrical systems with insufficient grounding.

Conductive or uncoated pipe - The uncoated pipe flange can be used to establish a connection to earth ground.

Plastic or internally coated pipe - Grounding rings can be installed to establish a connection to earth ground. See the Ultra Mag IOM Manual, Lit. # 30119-03, for more information on grounding configurations using grounding rods and grounding rings.



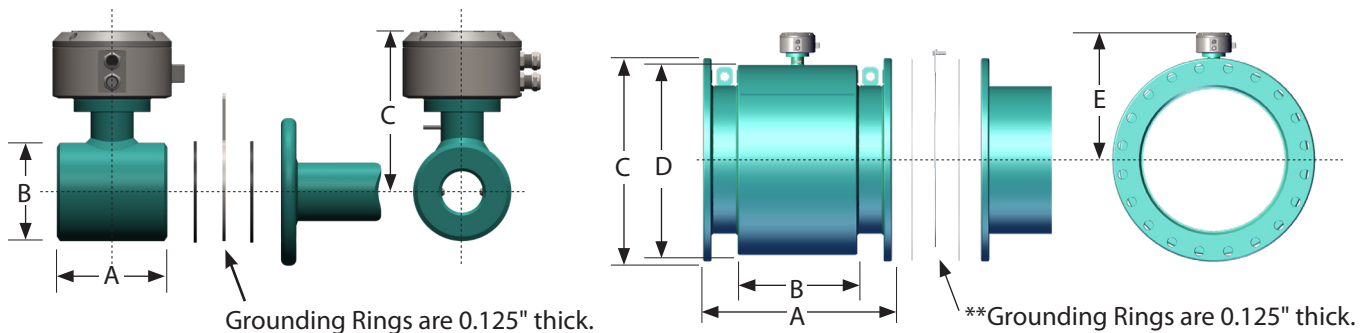
DIMENSIONS AND WEIGHTS

2" and 3" Models Body Style

Meter Type	Pipe Size (Nominal)	Meter Pipe ID	Flow Ranges GPM Standard .2 to 32 FPS Min - Max	DIMENSIONS (Lay Lengths)							Est. Shipping Weight (lbs.)**	
				A*		B	C		D	E	UM06	UM08
				UM06	UM08		UM06	UM08				
Use model shown below at left for dimensions												
Wafer style	2"	1.625	2 - 310	4.5	4.5	4.0	6.5	7.25	n/a	n/a	9.6	10.1
	3"	2.625	5 - 700	4.5	4.5	4.0	7.0	7.75	n/a	n/a	11.3	11.8
Use model shown below at right for dimensions												
Steel flange	2"	2.117	2 - 340	11.00	11.00	6.70	6.00	6.50	7.90	9.26	93	107
	3"	3.220	5 - 730	13.40	13.40	6.70	7.50	8.25	9.40	10.01	97	111

* Laying lengths for meters with ANSI Class 150 Flanges are equal to UM08 laying lengths

** For remote mount meters, add 4 lbs for ProComm converter.



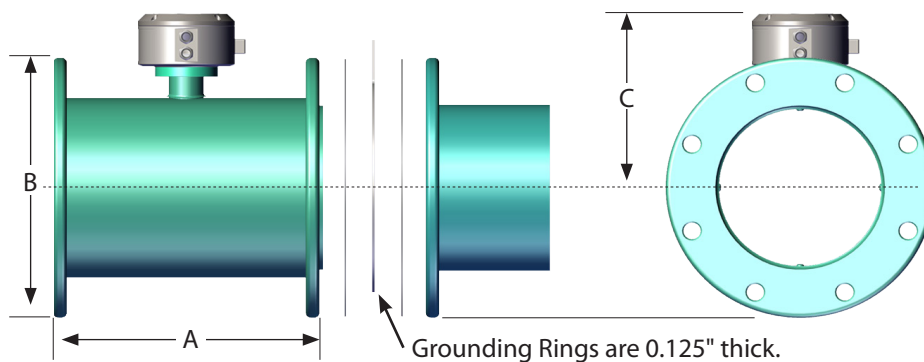
DIMENSIONS AND WEIGHTS (CONT.)

4" to 12" Models Body Style

Pipe Size (Nominal)	Meter Pipe ID	Flow Ranges GPM Standard .2 to 32 FPS Min - Max	DIMENSIONS (Lay Lengths)					Est. Shipping Weight (lbs.)**	
			A*		B		C	UM06	UM08
			UM06	UM08	UM06	UM08			
4"	3.720	8 - 1,140	13.40	13.40	9.00	10.00	8.06	78	108
6"	5.692	19 - 2,660	14.60	14.60	11.00	12.50	9.06	82	138
8"	7.692	33 - 4,870	16.10	17.25	13.50	15.00	10.06	115	195
10"	9.682	52 - 7,670	18.50	18.50	16.00	17.50	10.46	144	247
12"	11.682	74 - 11,180	19.70	19.70	19.00	20.50	12.31	193	342

* Laying lengths for meters with ANSI Class 150 Flanges are equal to UM08 laying lengths

** For remote mount meters, add 4 lbs for ProComm converter.



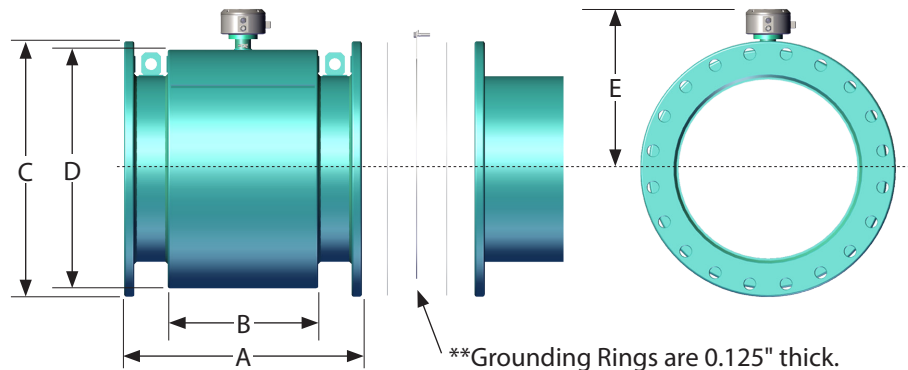
14+" Models Body Style

Pipe Size (Nominal)	Meter Pipe ID	Flow Ranges GPM Standard .2 to 32 FPS Min - Max	DIMENSIONS (Lay Lengths)							Est. Shipping Weight (lbs.)**	
			A*		B	C		D	E	UM06	UM08
			UM06	UM08		UM06	UM08				
14"	13.440	90 - 16,070	21.70	22.75	12.00	21.00	23.00	20.30	15.46	321	476
16"	15.440	118 - 20,900	23.60	25.25	14.20	23.50	25.50	21.10	16.21	390	645
18"	17.440	150 - 26,480	23.60	25.25	14.20	25.00	28.00	21.10	17.21	446	750
20"	19.440	185 - 32,720	25.60	28.25	16.20	27.50	30.50	24.80	18.26	588	874
24"	23.440	270 - 47,180	30.70	35.75	21.70	32.00	36.00	29.60	20.11	769	1,568
30"	29.190	420 - 73,620	35.80	41.75	26.50	38.75	43.00	35.90	23.26	1,261	2,317
36"	35.190	610 - 105,930	46.10	46.10	28.20	46.00	50.00	42.70	26.66	1,696	2,915
42"	41.190	830 - 144,370	48.05	***	32.10	52.75	***	48.35	29.99	***	***
48"	47.190	1,080 - 188,430	50.00	***	36.00	59.50	***	54.00	33.31	***	***

* Laying lengths for meters with ANSI Class 150 Flanges are equal to UM08 laying lengths

** For remote mount meters, add 4 lbs for ProComm converter.

*** Consult factory



PROCOMM CONVERTER PART NUMBER MATRIX




PC		-	-	-	-	-	-
CONVERTER MOUNTING OPTIONS							
Remote Mount	R						
Meter Mount	M						
Remote Mount, Lid Only	L						
Meter Mount, Lid Only	E						
CONVERTER POWER OPTIONS							
AC Power	A						
DC Power	D						
Battery Power [25ft remote cable max]	B						
Solar Power, Battery Backup [25ft remote cable max]	S						
CONVERTER OUTPUT OPTIONS							
Dual 4-20mA Analog, Dual Digital (Standard)	1						
Modbus + STD (Two 4-20, two Dig)	2						
Hart + STD (Two 4-20, two Dig)	3						
Datalogger/BIV + STD (Two 4-20, two Dig)	4						
Datalogger/BIV + Modbus + STD (Two 4-20, two Dig)	5						
Datalogger/BIV + Hart + STD (Two 4-20, two Dig)	6						
AMI Smart Output + STD (Two 4-20, two Dig)	7						
Datalogger/BIV + AMI Smart Output + STD (Two 4-20, two Dig)	8						
AMI Smart Output + Dig Out + Datalogger (Battery power only)	9						
Digital Out + Datalogger (Standard Battery Power only)	0						
SMART OUTPUT PROTOCOL OPTIONS *							
No AMI Outputs	-						
Sensus Protocol (6ft cable, Nicor Connector hardwired only)	SEN						
Itron 6 digit Protocol (6ft cable, Nicor Connector hardwired only)	IT6						
Itron 9 digit Protocol (6ft cable, Nicor Connector hardwired only)	IT9						
HAZARDOUS LOCATION							
Class I, Division 2, Groups A-D, T5	HL						

* Smart Output protocol options require selection of converter output option 7, 8, or 9.



PROCOMM CONVERTER SPECIFICATIONS (CONT.)

Certifications and Approvals

Standard Model	<ul style="list-style-type: none"> • ISO 9001:2015 certified quality management system • CE • Certified by MET to UL 61010-1 	  
HL Model	<ul style="list-style-type: none"> • ISO 9001:2015 certified quality management system • CE • Certified by MET to UL 61010-1 and MET C22.2 No. 61010-1-04 <ul style="list-style-type: none"> • Class I, Division 2, Groups A-D, T5 • Class I, Zone 2 IIC T5 	

System Options

- Hastelloy® electrodes*
- DC power
- Additional sensor cable up to 475' (500' max for FPI Mag)
- Extension to hardware clearance
- Annual verification / calibration
- Sensor insertion tool*
- Stainless steel ID tag

Temperature Range

Operating and storage	-20° to 60° C (-4° to 140° F)
------------------------------	-------------------------------

Converter Dimensions

Remote mount*	<ul style="list-style-type: none"> • Height: 7.3" (18.5 cm) • Width: 8.5" (21.6 cm) • Depth: 4.3" (10.9 cm)
Meter mount	<ul style="list-style-type: none"> • Height: 6.9" (17.5 cm) • Width: 7.2" (18.25 cm) • Depth: 6.2" (15.7 cm)

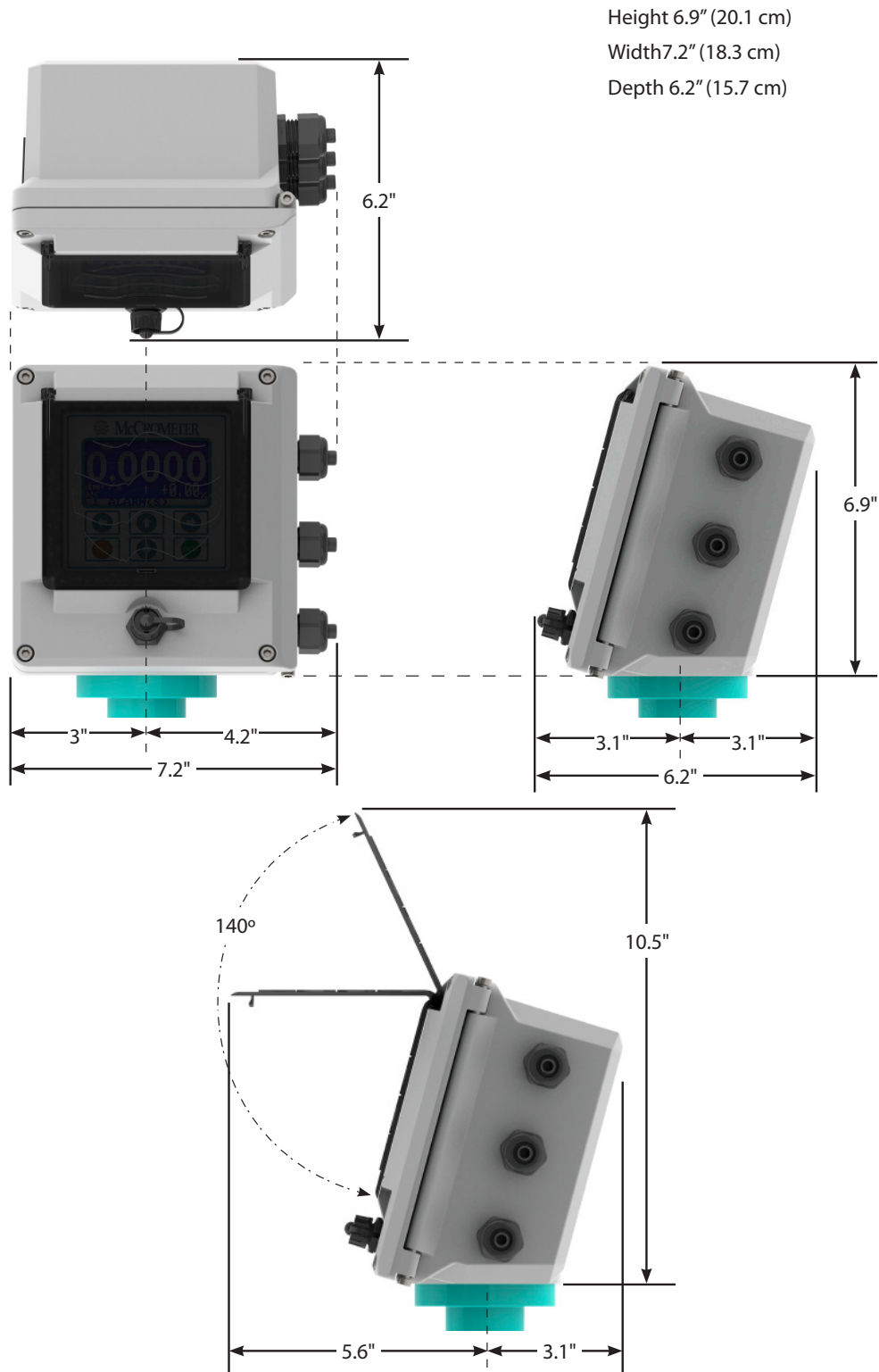
Keypad and Display

Can be used to access and change set-up parameters using six membrane keys and an LCD display

* Not available with SPI Mag

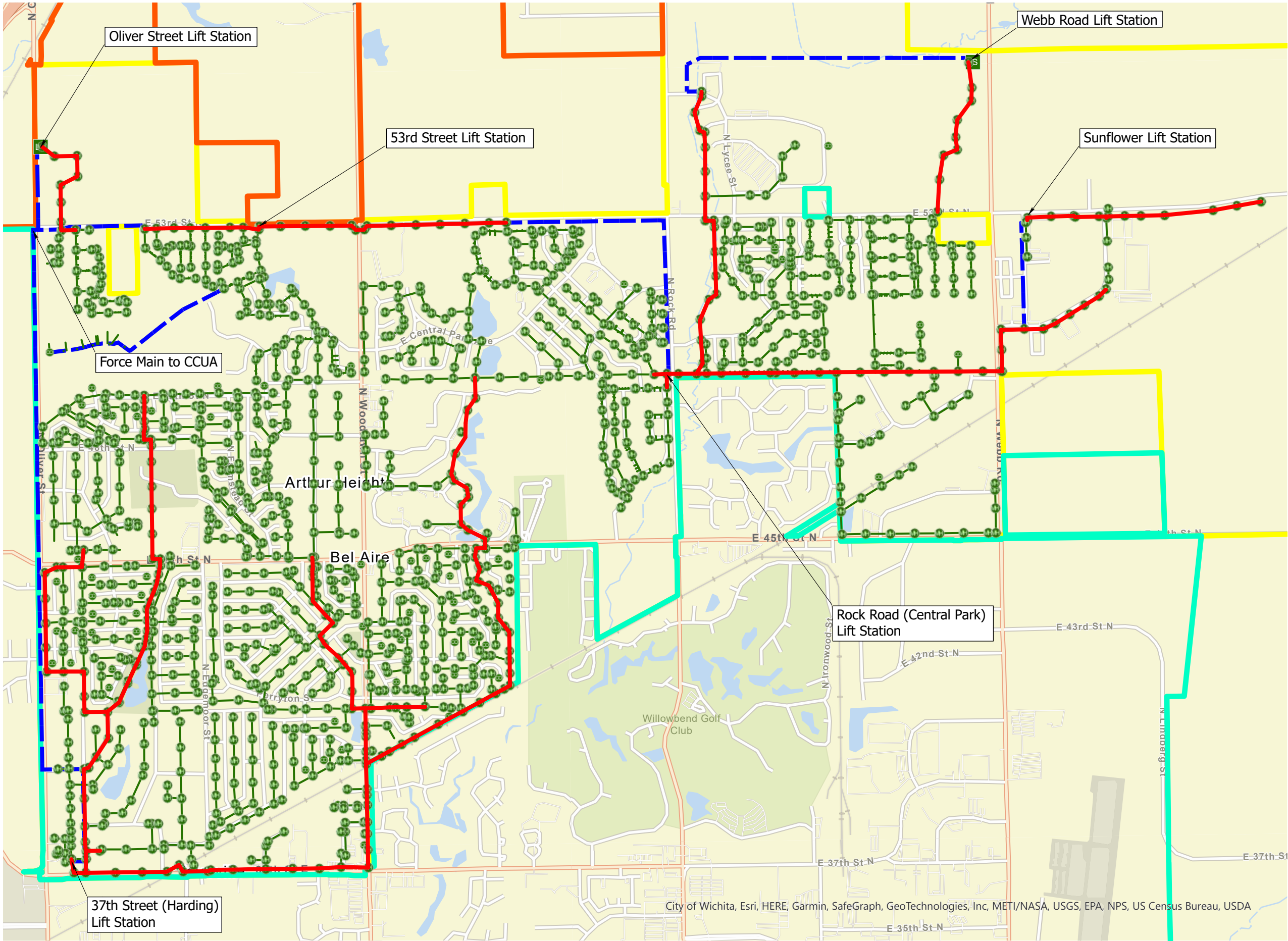
Note regarding cable length: McCrometer recommends minimizing cable length. Electromagnetic flow meters may have unfavorable signal strength to noise ratio in electrically noisy environments. Longer lengths of cable increase the likelihood of interference. In those cases where the meter's signal must be transmitted a long distance, or where the environment may be particularly noisy, we suggest using the converter's analog output(s). That allows locating the converter as close as possible to the metering location.

METER MOUNT CONVERTER DIMENSIONS

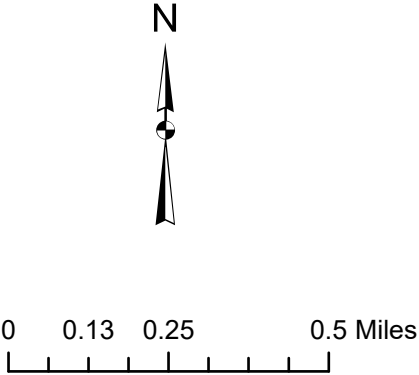


Copyright © 2001-2019 McCrometer, Inc. All printed material should not be changed or altered without permission of McCrometer. Any published pricing, technical data, and instructions are subject to change without notice. Contact your McCrometer representative for current pricing, technical data, and instructions.

3255 WEST STETSON AVENUE • HEMET, CALIFORNIA 92545 USA
TEL: 951-652-6811 • 800-220-2279 • FAX: 951-652-3078
www.mccrometer.com



- Legend**
- Modeled Sanitary Sewer Lines
 - Sanitary Sewer Manholes
 - Sanitary Sewer Lift Stations
 - Sanitary Sewer Cleanouts
 - Gravity Sewer Lines
 - Force Main Sewer Lines
 - Bel Aire City Limits
 - Kechi City Limits
 - Wichita City Limits



CITY OF BELAIRE
Figure #4
Modeled Sanitary Sewer Lines
 Bel Aire Sanitary Sewer Master Plan



June 2023

Sht. 4

32

(First published in The Ark Valley News on _____, 2024)

ORDINANCE NO: 714

AN ORDINANCE AUTHORIZING A PLANNED UNIT DEVELOPMENT CONTAINING C-2 AND R-5 USES ON CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE CITY LIMITS OF BEL AIRE, SEDGWICK COUNTY, KANSAS AND REVOKING, REPEALING AND SUPERSEDING ORDINANCE 642 ADOPTED FOR THE SAME.

WHEREAS, The legal description of the tract of land is as follows:

Legal Description

Lots 4, 5, 6, and a portion of Lot 7, Block 1, Arthur Heights, Bel Aire, Sedgwick County, Kansas, all as set forth on a map attached hereto, and identified as Appendix A "PLANNED UNIT DEVELOPMENT".

WHEREAS, A public hearing was convened on the matter of amending the C-2 zoning on the described tract on February 12, 2019, by the Planning Commission for the City of Bel Aire, Kansas in conformance with the requirements set forth in Article Five 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 zone change based upon the guidelines set forth in Article 5.01 of the Zoning Regulations of the City of Bel Aire, Kansas;

WHEREAS, The Planning Commission for the City of Bel Aire, Kansas recommends approval of the application by the property owners to amend the C-2 (Planned Unit Development) zoning of the above described tract of land, in conformance with the terms of the plat and the specific conditions as follows:

WHEREAS, A public hearing was convened on an application for final plat of entire preliminary plat area on the described tract on April 13, 2023, by the Planning Commission for the City of Bel Aire, Kansas in conformance with the requirements set forth in Article Four of the Subdivision Regulations of the City of Bel Aire, Kansas;

WHEREAS, Following the public hearing, the Planning Commission found that the evidence supported recommending approval of the final plat for Arthur Heights Estates as presented, based upon the guidelines set forth in Article Four of the Subdivision Regulations of the City of Bel Aire, Kansas;

WHEREAS, The Planning Commission for the City of Bel Aire, Kansas recommends approval of

the application for final plat of the above described tract of land. The City of Bel Aire requests the following conditions.

1. The site shall be developed in general conformance with the City of Bel Aire standards for C-1 developments (including setbacks, height, landscaping requirements, etc.). Except that, if the property is developed as R-5 then it shall be accordance with the R-5 density standard (6 dwellings/acre) and all other development standards shall be in accordance with C-1.
2. All site lighting shall be directed downward and shielded from adjacent residential areas.
3. Self-storage warehousing units shall reflect residential design elements including hip roofs, composite shingles and brick accents.
4. Self-storage warehousing units and R-5 uses shall not be allowed on lot 5 or the south half of lot 6, Block 1, Arthur Heights Addition, without first obtaining prior approval through the conditional use process within the PUD.
5. Hours of operation for self-storage warehousing shall be limited to the hours between 7 am and 11 pm.
6. A drainage and screening plan and a landscape plan shall be required and approved by the City Engineer at the time of permit.
 - a. Lots 6 and the North half of Lot 7 have been replatted into Arthur Heights Estates.
 - i. Arthur Heights Estates includes Reserve A.
 - ii. Reserve A currently serves as a proposed pond for Arthur Heights Estates. Per Appendix A, Garver accounted for 0.88 acres at 85% impervious (pavement/rooftops) area into their pond calculations. Any additional impervious surfaces would need to be handled by an on-site detention facility of some sort from the corner lot.
 - iii. The City of Bel Aire requests that the drainage plan(s) for future development on Lots 4 and 5, account for drainage in such a manner as to provide a cohesive drainage plan that works with the established drainage patterns for the overall Arthur Heights subdivision as well as the Arthur Heights Estates subdivision. Each individual lot, if not currently accounted for in the Arthur Heights Estates drainage plan shall be responsible for handling their drainage on their own lot.
 - b. The process of preparing a collective drainage plan or independent drainage plans for Lots 4 and 5, Arthur Heights, including the preparation of all drawings, all meetings and communications with the City of Bel Aire and all engineering association therewith are referred to herein, collectively, as the "Drainage Authorization Process."
 - c. Lots 4 and 5, Arthur Heights agrees to cooperate with the Drainage Authorization Process, which shall be performed at the sole cost and expense of the ownership of Lots 4 and 5, Arthur Heights. The Drainage Authorization Process and the specific drainage plans and related documents (collectively, the "Drainage Documents") for Lots 4 and 5, Arthur Heights must be approved by the City of Bel Aire.
 - d. Current owners and future owners of the property of Lots 4 and 5, Arthur Heights agree to maintain the drainage ways for and on the property as provided in this agreement.
 - e. Owners are responsible for all maintenance obligations and for meeting all standards and criteria imposed in this agreement. The City of Bel Aire has no obligation to maintain the drainage ways, but does have the right to inspect the drainage ways as provided in this

agreement.

7. Existing structures on Lot 4 shall be allowed for the use of one business/proprietor and the buildings in use will be required to comply with commercial building code before a certificate of occupancy will be issued.
8. More intensive districts shall be required to go through Planning Commission for site plan review or the conditional use process.
9. Uses allowed by right in the C-1, R-5, or more restrictive zoning districts shall be reviewed by City staff prior to issuance of a building permit.
10. Existing contours and established drainage patterns may not be modified without City approval.
11. Any major changes in this planned unit development shall be submitted to the Planning Commission and to the Governing Body for their consideration.
12. Minor changes (up to 15%) to the planned unit development and/or bulk restrictions may be approved by the zoning administrator.

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 approve the application to amend the C-2 zoning with a PUD overlay for the above described tract of land, in conformance with the terms of the plat and specific conditions described above.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This Ordinance shall take effect and be in force from and after publication of its summary in the Ark Valley News, an official city newspaper.

SECTION 4. This copy of this Order shall be certified by the City Clerk and sent to the County Register of Deeds to be filed.

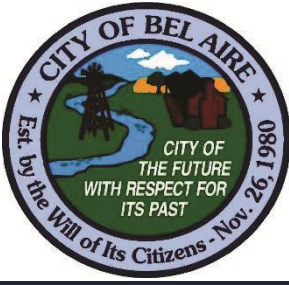
Passed by the Governing Body this th day of, 2024.

MAYOR Jim Benage
City of Bel Aire

ATTEST:

CITY CLERK, Melissa Krehbiel

SEAL



MINUTES
PLANNING COMMISSION
 7651 E. Central Park Ave, Bel Aire, KS
 April 13, 2023 6:30 PM



I. Call to Order

II. Roll Call

James Schmidt, David Floyd, Phillip Jordan, and Dee Roths were present. John Charleston, Heath Travnichak, and Paul Matzek were absent.

Also present were Planning Commission Secretary, Jay Cook, and Code Enforcement Officer, Garrett Wichman.

III. Pledge of Allegiance

Chairman Schmidt led the Pledge of Allegiance.

IV. Consent Agenda

A. **Approval of Minutes from Previous Meeting**

Motion: Commissioner Floyd made a motion to approve the minutes of March 9, 2023. Commissioner Roths seconded the motion. ***Motion carried 4-0***

V. Old Business/New Business

A. **PUD-23-01.** Final plat for approximately 2.4 acres for the Arthur Heights PUD.

Chairman Schmidt opened the public hearing for citizen concerns. Gary Jantz, 6200 E 45th St N. voiced concern with the drainage detention pond that will be installed. His concerns include mosquitos, other health hazards, and that it could dry up and not be esthetically pleasing. Carol Russell, 6218 E 45th St N. voiced concern about the drainage problem and would like to know how esthetically pleasing the storage units would be along with what the housing units would look like.

Ken Lee with Garver spoke about the drainage plan. The detention pond is designed to hold approximately seven (7) feet of water. The seven-foot depth helps with mosquito control and to keep the water healthy from algae blooms. The building style of the housing units will correlate with the storage units and in accordance with the verbiage of the original PUD.

Chairman Schmidt closed the public hearing and the commissioners discussed the PUD, what was allowed by right and that the plat 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.

Motion: Chairman Schmidt made a motion to recommend the final plat for Arthur Heights as presented without changes or conditions. Commissioner Jordan seconded the motion. *Motion carried 4-0*

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

Chairman Schmidt opened the hearing to discuss SD-23-03 Bel Aire Lakes Addition Final Plat. Logan Mills with Certified Engineering Design represented the applicant and stood for questions and comments. He began by recommending having the flood plains to be removed from the final plat. 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. Commissioner Roths asked Logan exactly where all the water is flowing from and Logan stated that the majority of the water flows from the Northwest corner of the plat. 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.

Chairman Schmidt closed the hearing. 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”.” Do to this statutory requirement, the Commission agreed that the floodplain area should stay on the plat.

Motion: Commissioner Jordan made the motion to recommend Bel Aire Lakes Final Plat as presented without changes or conditions. Commissioner Floyd seconded the motion. ***Motion carried 4-0***

C. **SD-23-02 Preliminary Plat.** Approximately 13.6 acres zoned R-4 (Chapel Landing 7th).

Chairman Schmidt opened the hearing. The representative of the applicant to speak on SD-23-02 was Kris Rose with Baughman Company for plat presented. Concerns from the Commission and City Staff were the entrances and streets within the preliminary plat presented. Changing the dead end to a circle drive or a hammerhead for trash trucks and mail delivery drivers was recommended by the Commission to Mr. Rose.

Chairman Schmidt closed the hearing for discussion. The staff report that was provided to the commission outlined issues from engineering and the building department. The commission took the advice from staff and requested that the applicant complete the checklist of items presented before considering approval.

Motion: Commission Jordan made a motion to table the preliminary plat for Chapel Landing 7th addition as presented with changes and conditions as presented by the Commission and Staff. Chairman Schmidt seconded the motion. ***Motion carried 4-0***

D. **CON-23-03 Property owner has requested to add an LED sign at Resurrection Catholic School in R-6 zoned area.**

Chairman Schmidt opened the hearing. The representative of the applicant to speak on CON-23-03 to add an LED sign at Resurrection Catholic School was Mike Decker. The new sign would be positioned east to west and will be able to be seen from both north and south bound traffic for news for the school as well as church services.

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.

Motion: Commissioner Roths made a motion to recommend to approve the sign proposed at the Catholic Care Center in R-6 zoning as presented with the condition for a six (6) month probation upon concerns from the general public. Chairman Schmidt seconded the motion. ***Motion carried 4-0***

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

Chairman Schmidt opened the hearing. The representative of the applicant to speak on VAC-23-02, vacating 10' back building setback to 4' at the Villas at Prestwick, was Joey Deneke from MKEC. 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 hazard to the applicants.

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

Motion: Commissioner Jordan made a motion to recommend the request to vacate the back building setback from 10' to 4' at Villas at Prestwick as presented without changes or conditions. Commissioner Roths seconded the motion. ***Motion carried 4-0***

VI. Next Meeting: Thursday, May 11 at 6:30 PM

Motion: Chairman Schmidt made a motion to approve the next meeting date of May 11, 2023 at 6:30 p.m. Commission Jordan seconded the motion. ***Motion carried 4-0***

VII. ADJOURNMENT

Motion: Commission Roths made a motion to adjourn. Commissioner Jordan seconded the motion. ***Motion carried 4-0***

Affidavit of Publication

STATE OF KANSAS.
SEDGWICK COUNTY, ss.

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

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

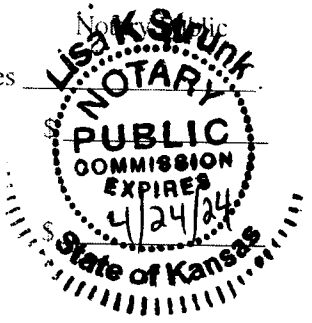
That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 16th day of March, 2023, with subsequent publications being made on the following dates:

_____, 2023 _____, 2023
_____, 2023 _____, 2023
_____, 2023 _____, 2023

Chris Strunk
Subscribed and sworn to before me this 16th day of March, 2023.

Lee Strunk

My commission expires _____
Additional copies \$ _____
Printer's fee \$ _____



Public notice

(Published In The Ark Valley News March 16, 2023.)

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on April 13, 2023, the City of Bel Aire Planning Commission will consider the following PUD replat and PUD existing document changes hearing in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

PUD-23-01. Proposed final partial replating and document changes within the current PUD to allow single family, duplex, and commercial storage: Arthur Heights PUD; plat: Arthur Heights Estates, 2.34 acres.

Legal Description: (A complete legal description is available for public inspection which is on file with the Zoning Administrator at City Hall.)

General Location: E 45th and N Woodlawn Blvd.

You may appear at this time either in person or by agent or attorney, if you so desire, and be heard on the matter. After hearing the views and wishes of all the persons interested in the case, the Planning Commission may close the hearing and consider a recommendation to the Governing Body, which, if approved under the City Zoning and Sub-Division regulations, would be effectuated by city code. The public hearing may be recessed and continued from time to time without notice.

DATED this 14 day of March, 2023.

/s/ Jay Cook
Bel Aire Planning Commission Secretary

CITY OF BEL AIRE, KANSAS

File No. S/D

PUD-23-01
Final PlatAPPLICATION FOR FINAL PLAT APPROVAL

This is an application for processing a final plat in accordance with the City Subdivision Regulations. The application must be completed and filed with the Subdivision Administrator at least 15 days prior to a regular meeting date of the Planning Commission.

(AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED)

Name of Subdivision ARTHUR HEIGHTS ESTATES
 General Location NORTHWEST OF 45TH ST. N. & WOODLAWN
 Inside City _____ To Be Annexed _____
 Name of Landowner RKR, LLC (ATTN. RUSS RELPH) RPRelph@gmail.com
 Address 8550 SW PARALLEL ST, TOWANDA, KS 67144 Phone (316) 993-4663
 Name of Subdivider/Agent _____
 Address _____ Phone _____
 Name of (Engineer) (Land Planner) GARVER (KEN LEE) KWLee@GarverUSA.com
 Address 1995 MIDFIELD RD, WICHITA, KS 67209 Phone (316) 221-3029
 Name of Registered Land Surveyor GARVER (WILL CLEVENGER) WKClevenger@GarverUSA.com
 Address 1995 MIDFIELD RD, WICHITA, KS 67209 Phone (316) 221-3027

Subdivision Information

1. (Select one) Final Plat of entire preliminary plat area X
 Final Plat of unit number _____ of _____ unit developments
 Final Plat for small tract _____
 Final Replat of original platted area _____
2. Gross acreage of plat 2.34 Acres
3. Total number of lots 2
4. Proposed land use:
 - a. Residential-Single-Family X Duplex X Multiple-Family _____
 Manufactured/Mobile Home _____
 - b. Commercial STORAGE FACILITY
 - c. Industrial _____
 - d. Other _____

5. Predominant minimum lot width 66 Feet
 6. Predominant minimum lot area 33,788 Square Feet
 7. Existing zoning C-2 (PUD) District
 8. Proposed zoning SAME District
 9. Source of water supply PUBLIC
 10. Method of sewage disposal PUBLIC
 11. Total lineal feet of new street _____ Feet

	Street Name	R/W Width	Lineal Feet
a.	<u>45TH ST N CT</u>	<u>60</u> Ft.	<u>236</u> Ft.
b.	_____	_____ Ft.	_____ Ft.
c.	_____	_____ Ft.	_____ Ft.
d.	_____	_____ Ft.	_____ Ft.
e.	_____	_____ Ft.	_____ Ft.

12. Proposed type of street surfacing CONCRETE
 13. Curb and gutter proposed: Yes X No _____
 14. Sidewalks proposed: Yes _____ No X If yes, where? _____
 15. Is any portion of the proposed subdivision located in an identified flood plain area? Yes _____ No X

The landowner herein agrees to comply with the City Subdivision Regulations and all other related ordinances, policies and standards of the City and statutes of the State of Kansas. It is further agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds shall be paid by the owner. The undersigned further states that he/she is the owner of the land proposed for platting and, when requested, will permit officials of the City to inspect the land as may be necessary for proper plat review.

[Signature] 3-1-2023 _____
 Landowner Date Agent (If any) Date

OFFICE USE ONLY

Prints of the Final Plat received 15 (Number)

Final drainage plan, if required, received _____

Copy of a title report for the land received Yes

Copy of proposed restrictive covenants, if any, received _____

Methods for financing and guaranteeing improvements _____

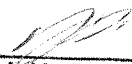
For plats for small tract:

a. Vicinity map received _____

b. Topographic drawing, if required, received _____

Original drawing or photographic equivalent of Final Plat received Y/15

This application was received by the Subdivision Administrator on 3/3,
2023. It has been checked and found to be accompanied by the required
information and the fee, if any, of \$ 120 paid to the City Clerk.


Subdivision Administrator

**AGREEMENT
CONCERNING THE DEVELOPMENT
OF ARTHUR HEIGHTS ESTATES,
BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between RKR, LLC, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the DEVELOPER desires platting by the CITY of a tract of land more fully described below and herein referred to as ARTHUR HEIGHTS ESTATES, Bel Aire, Sedgwick County, Kansas (hereinafter, ARTHUR); and

WHEREAS, the CITY is willing to plat said ARTHUR under certain applicable conditions stated herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the DEVELOPER and the CITY agree as follows:

PURPOSE: This agreement is necessary to address certain public interest, infrastructure, financial, and drainage conditions arising from the platting process. As such, approval of this Agreement is a condition precedent to the filing of the final plat and conveyance of the tract of land more fully described below and herein referred to as ARTHUR.

Specifically, this agreement is to assure that necessary improvements are in place to support development of ARTHUR. The DEVELOPER'S compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The DEVELOPER shall strictly observe and comply with the terms of this Agreement, all regulations, resolutions, policies, and ordinances of the CITY and Sedgwick County, and all statutes and laws of the State of Kansas and of the United States.

The development of ARTHUR shall proceed in accordance with this Agreement and all other platting requirements. Any deviation, may result in suspension or termination of such building permit. It is understood by the parties that the final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted by the DEVELOPER and approved by the CITY in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs incurred by DEVELOPER to comply with the requirements of this agreement including permit fees, review fees, and building and zoning permit and review fees, shall be paid by the DEVELOPER.

ARTHUR LEGAL DESCRIPTION: The tract of land herein referred to as Arthur Heights Estates, Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal

description, to-wit:

Lot 6, Arthur Heights, Sedgwick County, Kansas, EXCEPT that part described as beginning at the Southeast Corner of said Lot 6; thence West along the South line of said Lot 6, 165.92 feet to the Southwest corner of said Lot 6; thence North along the West line of said Lot 6, 10.00 feet; thence East parallel with said South line, 14.90 feet; thence Northeast, 100.00 feet to a point 35.00 feet North of said South line; thence East parallel with said South line, 54.15 feet to the East line of said Lot 6; thence South along said East line, 35.00 feet to the point of beginning; TOGETHER WITH Lot 7, Arthur Heights, Sedgwick County, Kansas, EXCEPT that part of Lot 7 described as follows: Beginning at the Southwest corner of said Lot 7; thence northerly, on the West line of said Lot 7 a distance of 181.61 feet; thence easterly to a point on the East line of said Lot 7, said point being 179.83 feet north of the Southeast corner of said Lot 7; thence southerly, on said East line, a distance of 179.83 feet to said Southeast corner; thence westerly on the South line of said Lot 7, a distance of 204.08 feet to the point of beginning.

PERMITTED USE: All lots are zoned to C-2 (Planned Unit Development – Ordinance No: 714), to remain controlled by a for-profit development, as a single controlling entity or owner for the approved development as presented, and construction upon such lots shall adhere to the following conditions:

- A.
 - 1. Two-family dwelling units (duplexes) as shown on the approved site plan.
 - 2. Accessory structures to contain trash or mowing equipment as approved.
 - 3. Single-family dwelling units as shown on the approved site plan.
 - 4. Commercial uses on Lot 1, Block 2 shall be limited to the PUD allowed uses

CONSTRUCTION PERIOD REQUIREMENTS. In addition to other requirements set forth within this agreement regarding property maintenance, the following requirements shall be met specifically during the period of time during which construction of ARTHUR is being developed:

All lots covered by this Agreement shall be subject to the CITY'S storm water regulations. The Contractor shall install and the DEVELOPER maintains the storm water protection devices established by the CITY and shown in the construction plans for master drainage / grading plan until such time the devices are no longer needed due to the adequate establishment of ground cover. All lots covered by this agreement shall be kept clean, shall

not pond water, shall be mowed to a height not exceeding twelve (12) inches, and shall comply with all applicable laws and regulations pertaining to erosion control.

All temporary construction units must be removed when building in the immediate vicinity is completed. Temporary construction units will be relocated to areas actively being constructed.

All temporary utility connections made to expedite the development must be removed immediately as utility services are provided; i.e. temporary above ground power supply.

Vehicle access to the tract of land herein referred to as ARTHUR shall be limited to One (1) entry point along 45th Street North as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in ARTHUR shall be limited to vehicles under 20 tons.

DETENTION PONDS. Any on-site detention ponds will be designed to control two, twenty-five year storm events and one, hundred year storm event. Additionally, the ponds will act as temporary sedimentation basins during construction but are limited to the amount of sediment allowed and DEVELOPER responsible for any dredging required.

Any on-site detention ponds and associated inflow and outflow systems to the property as well as the reserves, and ditches are to be maintained by the DEVELOPER indefinitely unless transferred to a home owner's association or equal resolution approved by the CITY, excluding paving and utilities within dedicated rights of ways as indicated on plat documents. Failure of the DEVELOPER to maintain such areas and property as described shall be grounds for the CITY to enforce this provisions as a nuisance abatement action, at the cost and expense of the DEVELOPER as set forth in K.S.A. 12-1617e.

DRAINAGE. Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of ARTHUR must be addressed as part of the platting process. The DEVELOPER shall prepare a storm drainage plan which shall address the various impacts of increased/modified drainage, meet CITY drainage specifications, and be approved by the City Engineer. Prior to approval of said proposed storm drainage plan, the City Engineer may impose modifications upon such proposed plan as Engineer deems necessary to insure the effectiveness of such plan. After approval by the City Engineer of said storm drainage plan, including any necessary modifications, the DEVELOPER shall install, or cause to be installed, the improvements pursuant to the drainage plan.

The DEVELOPER shall maintain a master drainage plan throughout the development stage for each parcel.

DRAINAGE PLAN. The DEVELOPER must provide a maintenance plan that will provide adequate provisions to protect the master drainage plan. The Maintenance Plan will include but not limited to: how to initiate the maintenance process for the drainage plan,

how to inspect, what to inspect, when to inspect, how to correct drainage problems that are discovered, the appropriate records to be maintained and designating the party responsible for maintaining such records.

ELECTRIC: All electric lines shall be installed underground and paid for by the DEVELOPER.

EROSION, STORMWATER, AND SEDIMENT CONTROL. The DEVELOPER must follow all National Pollution Discharge Elimination System (NPDES), Kansas Department of Health & Environment (KDHE) and City of Bel Aire Standards for erosion, stormwater, and sediment control on site.

FENCING & SCREENING: Fencing and screening methods and materials shall blend in with the architectural design of the buildings and to reasonably hide the materials, trash and recycling containers from ground view, and all fencing and screening methods and materials must be pre-approved in writing by the CITY. Outside storage facilities shall comply with the applicable ordinances and zoning regulations of the CITY. No barbed wire is allowed. If any fencing or screening is installed by the DEVELOPER along 45th Street North or other areas during Development, all future maintenance and upkeep shall be performed by the Developer or HOA.

FIRE HYDRANTS: All fire hydrants shall be of a type and quality specified by CITY Specification Standards, but not less than the minimum standards of the National Board of Fire Underwriters, and shall be provided and connected to the CITY’S municipal water supply system. Such hydrants shall be subject to the inspection and approval of the applicable Fire Chief.

FOUNDATION CERTIFICATIONS. Foundation Certifications will be required on each foundation after construction. Minimum low opening certifications will be required on all lots with minimum pad elevations indicated on the face of the plat.

HOMEOWNERS’ ASSOCIATION. DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, drainage paths, detention ponds and construction areas associated with ARTHUR. Any land dedicated to or owned by a municipal authority shall be exempt from any and all assessments including those assessed by Homeowners Association Covenants. Land within this plat owned by such a municipal organization exempt from taxation by the laws of the State of Kansas, shall not be subject to any non-taxing authority assessments throughout the duration of such ownership.

INFRASTRUCTURE PETITION AND INSTALLATION: The development of ARTHUR may be accomplished by virtue of a multiple-phase process. Representatives of the parties shall formally meet and review the existing and proposed phases of development as well as the requirements of this agreement, prior to the submission of petitions for infrastructure improvements for each phase of development.

Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. The CITY shall perform the engineering design, construction and inspection of water mains, sanitary sewer mains, storm water systems and paving necessary for the platting and development of the tract of land herein referred to as the Arthur Heights Estates, Bel Aire, Sedgwick County, Kansas. With the exception of storm sewer systems, all other improvements shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. The DEVELOPER shall reimburse the CITY for the actual costs of the engineering design, construction, and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the ARTHUR unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

The DEVELOPER shall dedicate necessary public right-of-ways and easements and install, or cause to be installed, all improvements necessary for the platting and development of the tract of land herein referred to as the ARTHUR. Said improvements include, but are not limited to streets, curb, gutter, street signs, storm water system, sidewalks, water distribution system, sanitary sewer lines, corner pins, and utilities. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction. The DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire.

Whenever existing sanitary sewer, storm water, water lines, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipe lines or transmission lines are required to be installed, lowered, encased, modified or relocated due to the subdivision or construction improvements required, and in the event it was not known at time of platting approval, the DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during said construction.

LANDSCAPING & SCREENING: The DEVELOPER shall submit and have approved by the CITY, a "Landscape Plan" that is representative of the landscaping to be provided as each phase of ARTHUR is developed. The "Landscaping Plan" shall show contours, utilities, size and spread at planting, any type of ground cover, shrubs, and coordinate with the Drainage Plan and Site Plan for the project.

Planting of interior trees shall meet the CITY'S street tree requirements. Any areas outside of the general boundaries of each development phase shall be planted to appropriate turf or ground cover adequate to prevent undue soil erosion and shall be maintained in accordance with applicable CITY ordinances. Any future Phases to be constructed shall also submit and have approved by the CITY, detailed landscape plans for that Phase.

Within all detailed landscape plans, ground mounted mechanical equipment and trash receptacles shall be screened from ground level view.

LIGHTING: A Street and parking lighting plan shall be submitted to the CITY for approval and comply with the City zoning ordinance. Outdoor lighting sources shall employ cutoff luminaries to minimize light trespass and glare. Wood poles shall not be used.

MAINTENANCE: DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, irrigation systems including those along 45th Street North right-of-way and construction outside boundaries of ARTHUR.

PERMITS. No construction shall commence on any portion of the tract of land herein referred to as ARTHUR without the DEVELOPER having first obtained the proper building and zoning permits from the CITY.

ROADWAYS, PARKING, DRIVES, and ACCESS: The DEVELOPER shall cause to be installed, according to the design standards of the CITY, minimum thirty one (31) foot back to back paved street with curb and gutter on 45th St N Ct in ARTHUR. If asphalt paving is used, the section shall consist of a minimum of 7" of asphalt with either a 5" reinforced rock base or a 5" concrete stabilized subgrade. If concrete paving is used, the pavement section shall be a minimum of 6" with 5" reinforced rock base. The CITY will determine which material shall be used after reviewing cost, safety, feasibility, and feedback from the DEVELOPER.

All driveways shall be constructed in compliance with CITY ordinance. Access controls are as shown on the final plat of ARTHUR.

SANITARY SEWER: The DEVELOPER shall petition the CITY to perform the engineering design review, construction and inspection of collection lines, not less than (8) inches in diameter, to transport sewage and discharge into existing downstream sanitary sewer mains. Said sewer main shall be dedicated to and owned and maintained by the CITY. Said sewer main shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted by the DEVELOPER or acquired as part of the construction project and dedicated by separate instrument. Each living unit is required to have a separate sewer tap and sewer service line. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances.

SIDEWALKS: Sidewalks shall be installed on one side of 45th St N Ct as delineated on the preliminary plat. Sidewalks shall comply with the ADA Accessibility Guidelines (ADAAG). Sidewalks shall be handicap accessible and be required to extend or complete connecting links in the sidewalk system.

In general, sidewalks shall be constructed with the outside edge of the sidewalk as close as practical to the property line, subject to the discretion of the engineer designated by the CITY. The Sidewalk along shall be 5 feet wide (5" thick). Sidewalks shall be installed per the sidewalk plan approved by the CITY with curb ramps for road crossings. Sidewalks shall be installed when the streets are installed, unless an alternate approved plan is accepted by the city Engineer.

SIGNAGE. Signs, other than street or traffic / regulatory, of such location, type and size as shall be approved as part of the building permit process or by the Governing Body, giving due regard to the prevailing type, size and pattern of location utilized throughout the area. All signage shall comply with the applicable ordinances and zoning regulations of the City and be submitted in writing to the CITY for written approval.

Signs are to be maintained by the DEVELOPER indefinitely unless transferred to a home owner's association any alternative plan must be approved by the CITY. Failure of the DEVELOPER to maintain such areas and property shall be grounds for the CITY to enforce this provision as a nuisance abatement action, at the cost and expense of the DEVELOPER and/or HOA.

WATER: The DEVELOPER shall petition the CITY to perform the engineering design, construction and inspection of transmission water lines minimum (8) inches in diameter, to the municipal water supply system of the City of Bel Aire, Kansas. Said water transmission lines shall be dedicated to and owned and maintained by the CITY. Lines shall be designed to loop. Said water transmission lines shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted to the CITY by the DEVELOPER or acquired as part of the construction project and dedicated by separate instrument. Each living unit is required to have a separate water tap and water line. All water taps and service lines up to the meter shall be installed at the time of the water line construction. All Water User Fees and Hookup Fees are subject to City Ordinances.

BONDING CAPACITY. Assurances are to be provided whenever the CITY has been furnished a financial guarantee (irrevocable letter of credit, corporate completion bond, cashier's check, escrow account or cash) on 35% of the estimated principal cost of the project (engineering design, construction, inspections, temp note interest and administration). The Letter of Credit (LOC) or bond will be in the form approved by the CITY and name the City of Bel Aire as beneficiary. The assurances will serve to protect the general taxpayers of Bel Aire from subsidizing the special assessment debt. The assurance shall be filed prior to any debt being issued by the CITY for any of the expenses mentioned above and be in the amount equal to 35% of these same costs. It is understood that this letter of credit shall be automatically renewed for additional 2-year periods unless the DEVELOPER notifies the CITY in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time the DEVELOPER may draw up to the full amount of the credit available at that time. Provided there are no

delinquent taxes or special assessments owed by the DEVELOPER, the financial guarantee will be released upon request of the DEVELOPER when development (issuance of satisfactory framing by the City of Bel Aire) of 35% of the properties covered by the LOC, the CITY will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released the CITY shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments.

MISCELLANEOUS:

The DEVELOPER must make mail delivery provisions for each household with the U.S. Postal Services.

MODIFICATION OF PLAT THROUGH REPLATTING PROCESS. While it is intended by the parties that the development will precede in compliance with this Agreement and the existing plat of ARTHUR nothing herein shall be construed to prohibit modifications to the ARTHUR development as a result of the formal replatting process.

RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER: Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of streets, sewer, and water facilities for ARTHUR or other projects or additions, including excavation, storm sewers and detention ponds, the costs for which shall be spread as special assessments against the addition on a square footage basis, but not for three (3) years, or until the year 2027.

The DEVELOPER agrees to assume responsibility to see that all original purchasers of lots in the Addition receive a copy of the Developer’s Agreement and the Restrictive Covenants at the time of purchase.

The DEVELOPER agrees to provide the CITY with a copy of the Restrictive Covenants once adopted.

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in ARTHUR or any individual or entity who later becomes a DEVELOPER by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of this Development Agreement, and shall be liable for the payment of other costs and expenses payable by DEVELOPER hereunder which are incurred for improvements or facilities located on the lots or which are used or are available for the benefit of the lot or lots owned by the DEVELOPER.

Likewise, each DEVELOPER shall be responsible for the performance or compliance with other obligations or requirements contained herein which may be performed on the lot or lots owned by the DEVELOPER or which the DEVELOPER otherwise has the legal power and authority to perform. In the event any improvements or facilities are constructed on the lots or lot of a DEVELOPER not to serve the needs of that lot or lots, but rather to serve the needs of a lot or lots not owned by the DEVELOPER, the DEVELOPER shall have no

liability or responsibility for the costs and expenses incurred in the construction or maintenance of those improvements or facilities.

Finally, in the event improvements or facilities are constructed and maintained to serve lots owned by more than one DEVELOPER or for the use of all DEVELOPERS, the costs and expenses for such construction and maintenance shall be paid by all DEVELOPERS whose lots are served by such improvements and facilities which costs and expenses shall be allocated to those DEVELOPERS whose lots are being served in the proportion that the number of square feet in the lots being served and respectively owned by them bears to the total square feet of all lots being served.

RECORDING: The DEVELOPER shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished by the DEVELOPER to the general contractor before building permits are issued.

BINDING: The terms and conditions of this Agreement, as set forth herein, shall be binding upon the City and the DEVELOPER, their successors, representatives, trustees, and assigns.

THIS AGREEMENT is hereby executed on this ____day of _____, 2024.

DEVELOPER
RKR, LLC

Russell P. Relph, Member
Arthur Heights Estates, Bel Aire,
Sedgwick County, Kansas

BE IT KNOWN BY ALL PERSONS that on this ____day of _____, 2024, before me, a Notary Public, came Russell P. Relph, who is known to me and who personally acknowledged execution of the forging Agreement as the Developer of Arthur Heights Estates Addition, Bel Aire, Sedgwick County, Kansas.

NOTARY PUBLIC

My Appointment Expires:_____

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the ____ day of _____, 2024 and is hereby executed on this ____ day of _____, 2024.

MAYOR, JIM BENAGE

SEAL

ATTEST:

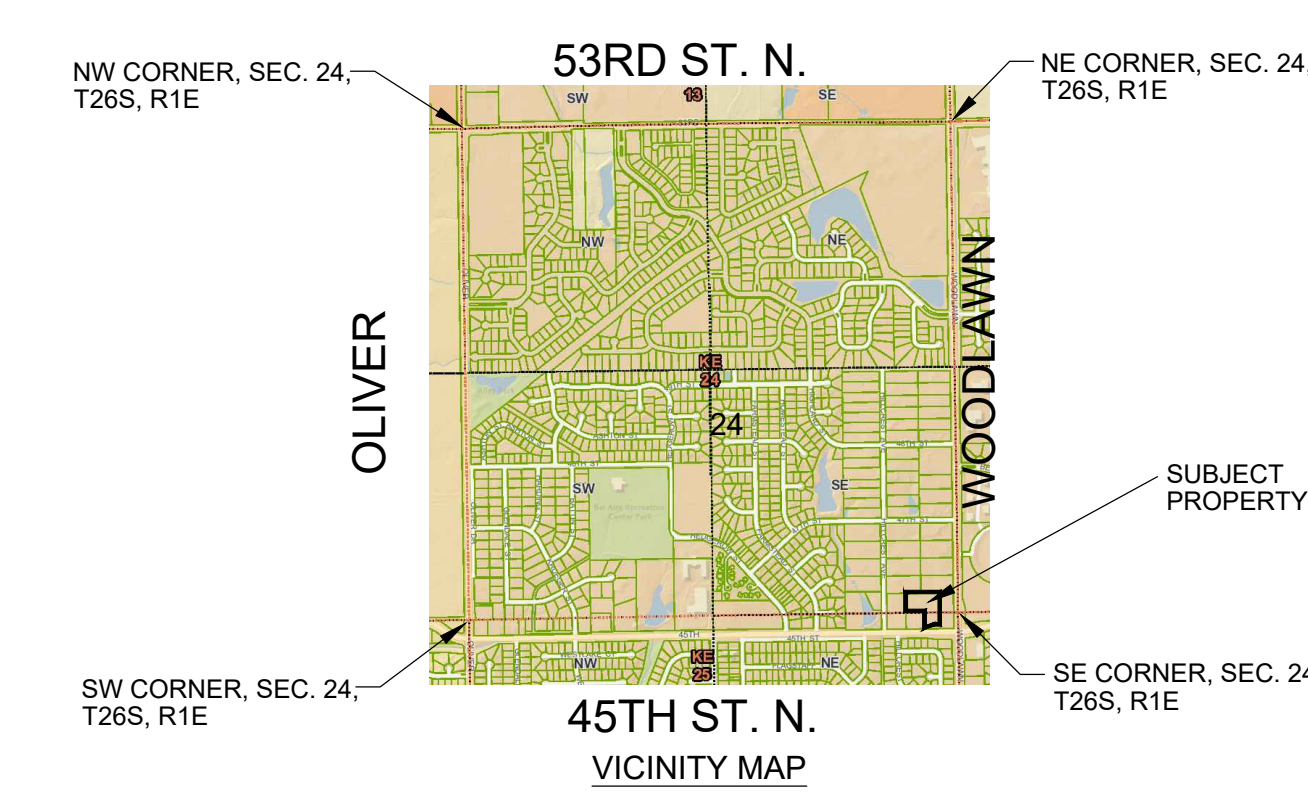
CITY CLERK, MELISSA KREHBIEL

BE IT KNOWN BY ALL PERSONS that on this ____ day of _____, 2024, before me, a Notary Public, came Mr. Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the forgoing Agreement Concerning the Development of the Arthur Heights Estates, Bel Aire, Sedgwick County, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. Jim Benage.

NOTARY PUBLIC

My Appointment Expires:_____

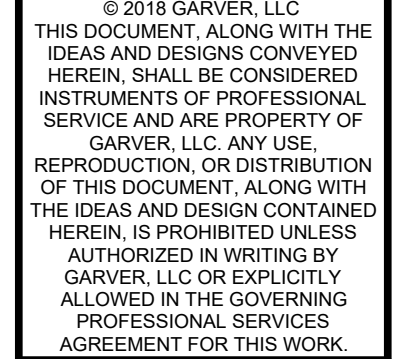
BEL AIRE, SEDGWICK COUNTY, KANSAS




-

Design Storm	North Offsite Basin (cfs)	Onsite Undetained Developed (cfs)	Onsite Undetained Existing (cfs)	Onsite Detained Basin Developed (cfs)	Onsite Existing (cfs)	Offsite East Basin Existing (cfs)	Offsite East Basin Developed (cfs)	Total to Detention (cfs)	Pond Outflow Developed (cfs)	Existing Flow Floodwall Inlet (cfs)	Total Site Developed (cfs)	Total Site Existing (cfs)
2 year	3.9	0.6	0.4	5.9	4.1	1.5	2.2	11.3	8.0	7.8	8.2	9.6
10 year	6.8	0.9	0.6	9.2	7.0	2.6	3.4	18.3	13.7	13.6	14.0	16.7
25 year	8.2	1.1	0.7	10.7	8.3	3.0	3.9	21.5	15.8	16.1	16.1	19.9
100 year	11.0	1.4	1.0	13.8	11.1	4.0	5.0	28.1	20.3	21.6	20.8	26.6

BENCHMARK:
CHISELED SQUARE WITH DIVOT ON THE CONCRETE
TRANSFORMER PAD IN LOT 2, BLOCK 1, NORTH
WOODLAWN SECOND ADDITION, SEDGWICK COUNTY,
KANSAS, 91' W. AND 72' S. OF THE CENTER OF
INTERSECTION OF 45TH ST. N. AND WOODLAWN
ELEVATION = 1393.91 (NAV/D88, G18)



City of
Bel Aire
www.belaires.gov

JOB NO.:
DATE:
DESIGNED BY:
DRAWN BY:
BAR IS ONE INCH ON ORIGINAL DRAWING 0  1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
DRAWING NUMBER
SHEET NUMBER

**AGREEMENT
CONCERNING THE DEVELOPMENT
OF HOLLENBECK FARM,
BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between Steven M. Hollenbeck and Beth R. Hollenbeck, Trustees of the Hollenbeck Family Trust dated September 21, 2022, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the DEVELOPER desires platting by the CITY of a tract of land more fully described below and herein referred to as Hollenbeck Farm, Bel Aire, Sedgwick County, Kansas (hereinafter, HOLLENBECK FARM); and

Lot 1, Block A, HOLLENBECK FARM,
Bel Aire, Sedgwick County, Kansas

WHEREAS, the CITY is willing to consider platting of said HOLLENBECK FARM;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the DEVELOPER and the CITY agree as follows:

PURPOSE: This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, approval of this Agreement is a condition precedent to final consideration by the CITY of the DEVELOPER'S request for approval of the final plat on a tract of land more fully described below and herein referred to as HOLLENBECK FARM.

Specifically, this agreement is to assure that necessary improvements are in place to support development of HOLLENBECK FARM. Therefore, the DEVELOPER'S compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The DEVELOPER shall strictly observe and comply with the terms of this Agreement, all regulations, resolutions, policies, and ordinances of the CITY and Sedgwick County, and all statutes and laws of the State of Kansas and of the United States.

The development of HOLLENBECK FARM shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development, and may result in suspension or termination of such building permit. It is understood by the parties that the final site dimensions, grading plan, drainage and utility plans will be submitted by the DEVELOPER and approved by the CITY in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

HOLLENBECK FARM LEGAL DESCRIPTION: The tract of land herein referred to as HOLLENBECK FARM, Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

That part of the South Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, more particularly described as follows: Commencing at the Southwest Corner of said South Half, thence N01°56'19"W along the West line of said South Half, 1322.81 feet; thence N89°38'43"E along the North line of said South Half, 50.09 feet to the Point of Beginning, said Point of Beginning also on the East right-of-way line of Rock Road; thence continuing along said North line N89°38'43"E, 383.00 feet; thence S25°26'39"W, 310.88 feet; thence S89°38'43"W, 240.00 feet to a point on the East right-of-way line of said Rock Road; thence N01°55'51"W along the East right-of-way line of said Rock Road, 280.00 feet to the Point of Beginning, subject to road rights-of-way of record.

PERMITTED USE: All lots are zoned R-1, and construction upon such lot shall be limited to the uses allowed in this zoning district.

BUILDING SETBACKS: The minimum building setbacks for residential lots shall be:

Front building setback – minimum thirty (30) feet from street right-of-way

Side yard building setback –

(a) Total side yards shall be twenty (20) percent of the width of the lot; no side yard may be less than ten (10) feet from the property lines.

(b) Corner lots – thirty (30) feet from street right-of way

Rear building setback – thirty-five (35) feet from property line

CONSTRUCTION PERIOD REQUIREMENTS. In addition to other requirements set forth within this agreement regarding property maintenance, the following requirements shall be met specifically during the period of time during which construction of HOLLENBECK FARM is being developed:

All lots covered by this Agreement shall be subject to the CITY'S storm water regulations. The Contractor shall install, and the DEVELOPER maintains the storm water protection devices established by the CITY and the master drainage / grading plan until such time the devices are no longer needed due to the adequate establishment of ground cover. All lots covered by this agreement shall be kept clean, shall not pond water, shall be mowed to a height not exceeding eight (8) inches, and shall comply with all applicable laws and regulations pertaining to erosion control.

All temporary construction units must be removed when building in the immediate vicinity is completed.

All temporary utility connections made to expedite the development must be removed immediately as utility services are provided; i.e. temporary above ground power supply.

Vehicle access to the tract of land herein referred to as the HOLLENBECK FARM shall be limited to the proposed drive connection off N Rock Rd as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in HOLLENBECK FARM shall be limited to vehicles under 20 tons. Construction traffic shall enter from N Rock Rd. DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorists and neighbors.

DRAINAGE. Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of HOLLENBECK FARM must be addressed as part of the platting process. The DEVELOPER shall prepare a storm drainage plan which shall address the various impacts of increased/modified drainage, meet CITY drainage specifications, and be approved by the City Engineer. Prior to approval of said proposed storm drainage plan, the City Engineer may impose modifications upon such proposed plan as Engineer deems necessary to insure the effectiveness of such plan. After approval by the City Engineer of said storm drainage plan, including any necessary modifications, the DEVELOPER shall install, or cause to be installed, the improvements pursuant to the drainage plan.

The DEVELOPER shall maintain a master drainage plan throughout the development stage for each parcel, by providing grass and installing landscape to ensure the reduced yard requirements have no consequence to the drainage of the property.

DRAINAGE PLAN. The DEVELOPER must provide a maintenance plan that will provide adequate provisions to protect the master drainage plan engineered design as such was approved by the CITY. The Maintenance Plan will include but not be limited to: how to initiate the maintenance process for the drainage plan, how to inspect, what to inspect, when to inspect, how to correct drainage problems that are discovered, the appropriate records to be maintained and designating the party responsible for maintaining such records. The CITY may request a copy of the inspection report to monitor compliance on a biannual basis.

ELECTRIC: All electric lines shall be installed underground and paid for by the DEVELOPER.

EROSION AND SEDIMENT CONTROL. The DEVELOPER must follow all National Pollution Discharge Elimination System (NPDES) Kansas Department of Health and Environment (KDHE) and City of Bel Aire Standards for erosion and sediment control on site.

FENCING & SCREENING: Fencing and screening methods and materials shall blend in with the architectural design of the buildings and to reasonably hide the materials, trash and recycling containers from ground view, and all fencing and screening methods and materials must be pre-approved in writing by the CITY. Vinyl coated chain link fencing materials and other similar fencing materials may be allowed if such materials blend in with the architectural design elements of the building and adjacent sites. Any plans for outside storage facilities shall comply with the applicable ordinances and zoning regulations of the CITY and be submitted in writing to the CITY for prior approval. No barbed wire is allowed.

FIRE HYDRANTS: All fire hydrants shall be of a type and quality specified by CITY standards, but not less than the minimum standards of the National Board of Fire Underwriters and shall be provided and connected to the CITY'S municipal water supply system. Such hydrants shall be subject to the inspection and approval of the applicable Fire Chief. Any and all fire hydrants required by code shall be installed at developer's expense.

FOUNDATION CERTIFICATIONS. Foundation Certifications will be required on each foundation after construction. Minimum low opening certifications will be required on all lots with minimum pads indicated on the face of the plat.

INFRASTRUCTURE PETITION AND INSTALLATION: Installation of all improvements shall be in compliance with requirements of all applicable federal, state, and local legislation, including the Americans with Disabilities Act. All electric power, and telephone service shall be installed underground. The CITY shall perform the engineering design, construction and inspection of water mains, sanitary sewer mains, storm water systems and paving necessary for the platting and development of the tract of land herein referred to as the HOLLENBECK FARM, Bel Aire, Sedgwick County, Kansas which said

improvements shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. The DEVELOPER shall reimburse the CITY for the actual costs of the engineering design, construction, and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the HOLLENBECK FARM unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

The DEVELOPER shall dedicate necessary public rights-of-way and easements and install, or cause to be installed, all improvements necessary for the platting and development of the tract of land herein referred to as the HOLLENBECK FARM. Said improvements include, but are not limited to storm water system, water distribution system, sanitary sewer lines, corner pins, driveways and utilities. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction. The DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government.

Whenever existing sanitary sewer, storm water, water lines, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipe lines or transmission lines are required to be installed, lowered, encased, modified or relocated due to the subdivision or construction improvements required, and in the event it was not known at time of platting approval, the DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction.

LANDSCAPING & SCREENING: The DEVELOPER shall submit and have approved by the CITY, a "Landscape Plan" that is representative of the landscaping to be provided as each phase of HOLLENBECK FARM is developed. The "Landscaping Plan" shall show contours, utilities, size and spread at planting, any type of ground cover, shrubs, and coordinate with the Drainage Plan and Site Plan for the project.

Planting of interior trees shall meet the CITY'S tree requirements. Any areas outside of the general boundaries of each development phase shall be planted to appropriate turf or ground cover adequate to prevent undue soil erosion and shall be maintained in accordance with applicable CITY ordinances. Any future Phases to be constructed shall also submit and have approved by the CITY, detailed landscape plans for that Phase. Within all detailed landscape plans, ground mounted mechanical equipment and trash receptacles shall be screened from ground level view.

TIMEFRAME FOR COMPLETING LANDSCAPING: All required landscaping materials shall be in place prior to the time of issuance of a final Certificate of Occupancy. In periods of adverse weather conditions or construction, a temporary Certificate of Occupancy may be issued, subject to the posting of a cash escrow or irrevocable letter of credit in an

amount equal to one and one-half (1 ½) times the estimated cost of the landscaping, with said estimated cost to be certified by a landscaping provider. A contract letter or bill of sale from a landscape company or garden center for the required landscape materials would be accepted in lieu of credit escrow or irrevocable letter of credit. The cash escrow or irrevocable letter of credit may be forfeited if the landscaping is not completed within the next growing season after the issuance of the temporary Certificate of Occupancy. Forfeiture of any cash escrow or irrevocable letter of credit shall not relieve the owner of the responsibility to complete the required landscaping.

PERMITS. No construction shall commence on any portion of the tract of land herein referred to as HOLLENBECK FARM without the DEVELOPER having first obtained the proper building and zoning permits from the CITY.

The development of HOLLENBECK FARM shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development. The final site dimensions, grading plan, drainage, and utility plans will be submitted and approved in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

ROADWAYS, PARKING, DRIVES, and ACCESS: All driveways shall be per CITY ordinance.

Vehicle access to the tract of land herein referred to as the HOLLENBECK FARM shall be limited to the proposed driveway connection at N Rock Rd as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in HOLLENBECK FARM shall be limited to vehicles under 20 tons.

SANITARY SEWER: The DEVELOPER shall petition the CITY to perform the engineering design review, construction, and inspection of collection lines, not less than (8) inches in diameter, to transport sewage and discharge in the existing main. Said sewer main shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted by the DEVELOPER or acquired prior to the construction project and dedicated by separate instrument. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances.

WATER: The DEVELOPER shall petition the CITY to perform the engineering design, construction, and inspection of transmission water lines minimum (8) inches in diameter, to the municipal water supply system of the City of Bel Aire, Kansas. Said water transmission lines shall be dedicated to and owned and maintained by the CITY. Lines shall be designed to loop. Said water transmission lines shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted to the CITY by the DEVELOPER or acquired prior to the construction project and dedicated by separate instrument. All Water User Fees and Hook Up Fees are subject to City Ordinances.

MISCELLANEOUS:

The DEVELOPER must make mail delivery provisions for each household with the U.S. Postal Services.

MODIFICATION OF PLAT THROUGH REPLATTING PROCESS. While it is intended by the parties that the development will proceed in compliance with this Agreement and the existing plat of HOLLENBECK FARM nothing herein shall be construed to prohibit modifications to the HOLLENBECK FARM development as a result of the formal replatting process.

RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER: All construction (driveways, sewer, water facilities) shall be sole responsibility of developer and built in according with city standards.

The DEVELOPER agrees to assume responsibility to see that all original purchasers of lots in the Addition receive a copy of the Developer's Agreement.

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in HOLLENBECK FARM or any individual or entity who later becomes a DEVELOPER by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of this Development Agreement, and shall be liable for the payment of other costs and expenses payable by DEVELOPER hereunder which are incurred for improvements or facilities located on the lots or which are used or are available for the benefit of the lot or lots owned by the DEVELOPER.

Likewise, each DEVELOPER shall be responsible for the performance or compliance with other obligations or requirements contained herein which may be performed on the lot or lots owned by the DEVELOPER or which the DEVELOPER otherwise has the legal power and authority to perform. In the event any improvements or facilities are constructed on the lot or lot of a DEVELOPER not to serve the needs of that lot or lots, but rather to serve the needs of a lot or lots not owned by the DEVELOPER, the DEVELOPER shall have no liability or responsibility for the costs and expenses incurred in the construction or maintenance of those improvements or facilities.

Finally, in the event improvements or facilities are constructed and maintained to serve lots owned by more than one DEVELOPER or for the use of all DEVELOPERS, the costs and expenses for such construction and maintenance shall be paid by all DEVELOPERS whose lots are served by such improvements and facilities which costs and expenses shall be allocated to those DEVELOPERS whose lots are being served in the proportion that the number of square feet in the lots being served and respectively owned by them bears to the total square feet of all lots being served.

RECORDING: The DEVELOPER shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished by the DEVELOPER to the general contractor before building permits are issued.

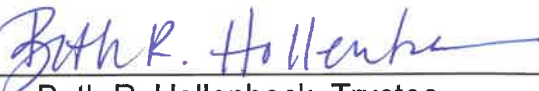
BINDING: The terms and conditions of this Agreement, as set forth herein, shall be binding upon the City and the DEVELOPER, their successors, representatives, trustees, and assigns.

THIS AGREEMENT is hereby executed on this 25th day of January, 2024.

DEVELOPER
HOLLENBECK FARM, Bel Aire
Sedgwick County, Kansas

HOLLENBECK FAMILY TRUST dated
September 21, 2022

By: 
Steven M. Hollenbeck, Trustee

By: 
Beth R. Hollenbeck, Trustee

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the _____ day of _____, 2024 and is hereby executed on this _____ day of _____, 2024.

MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this 25th day of January, 2024, before me, a Notary Public, came Steven M. Hollenbeck and Beth R. Hollenbeck, Trustees of the Hollenbeck Family Trust dated September 21, 2022, who are known to me and who personally acknowledged execution of the foregoing Agreement as the Developer of HOLLENBECK FARM, Bel Aire, Sedgwick County, Kansas.



Lunette A. Sauber
NOTARY PUBLIC

My Appointment Expires:

09/20/2026

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2024, before me, a Notary Public, came Mr. Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the foregoing Agreement Concerning the Development of HOLLENBECK FARM, Bel Aire, Sedgwick County, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. Jim Benage.

NOTARY PUBLIC

My Appointment Expires:

SANITARY SEWER EASEMENT

THIS EASEMENT made this _____ day of _____, 2024, by and between Steven M. Hollenbeck and Beth R. Hollenbeck, Trustees of the Hollenbeck Family Trust dated September 21, 2022, party of the first part, and the City of Bel Aire, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party, a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sanitary sewer, over, along, and under the following-described real estate situated in Sedgwick County, Kansas, to-wit:

See attached **Exhibit 'A'** for legal description.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sanitary sewer improvements.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

HOLLENBECK FAMILY TRUST dated
September 21, 2022

By: _____
Steven M. Hollenbeck, Trustee

By: _____
Beth R. Hollenbeck, Trustee

Sanitary Sewer Easement
Page 2 of 2

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, That on this _____ day of _____, 2024, before me, a Notary Public, in and for the County and State aforesaid, came Steven M. Hollenbeck and Beth R. Hollenbeck, Trustees of the Hollenbeck Family Trust dated September 21, 2022, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public

My Appointment Expires:

EXHIBIT 'A'

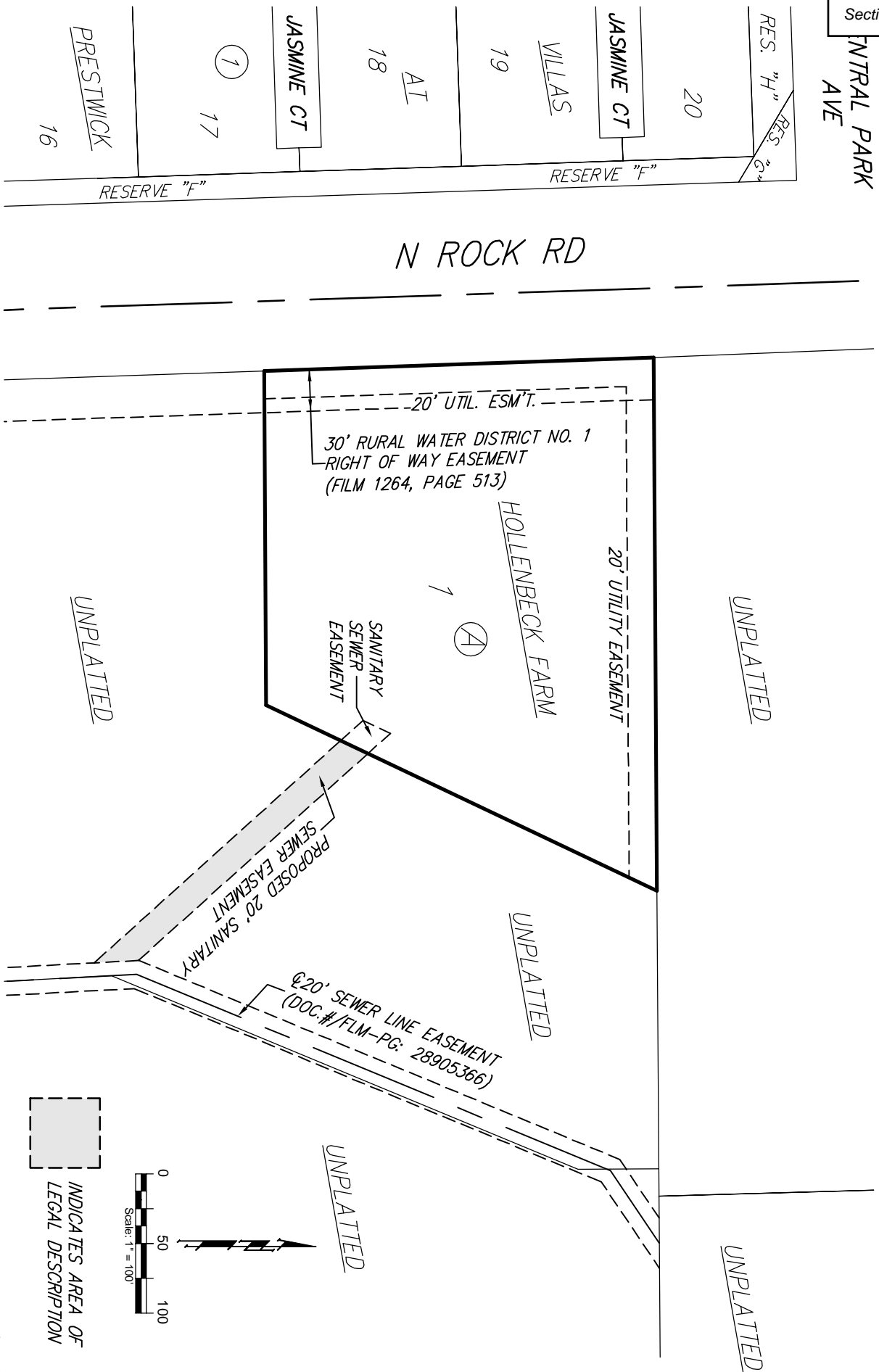
Sanitary Sewer Easement Legal Description

That part of the Northwest Quarter of Section 20, Township 26 South, Range 2 East, Sixth Principal Meridian, Sedwick County, Kansas, as prepared by Baughman Company, P.A., CLS 58, surveyors in aforementioned county and state on October 16, 2023, more particularly described as follows: Commencing at the northwest corner of Lot 1, Block A, Hollenbeck Farm, Bel Aire, Sedgwick County, Kansas; THENCE N89°38'43"E, coincident with the north line of said Lot 1, a distance of 383.00 feet; THENCE S25°26'39"W, coincident with the southeasterly line of said Lot 1, a distance of 229.87 feet, for a Point of Beginning; THENCE S42°03'06"E, a distance of 222.04 feet, to the west boundary line of a Sanitary Sewer Easement recorded at Sedgwick County Register of Deeds as DOC.#FLM/PG: 28905366; THENCE S03°00'59"E, coincident with said west boundary line, a distance of 31.76 feet; THENCE N42°03'06"W, a distance of 238.42 feet, to the southeasterly line of said Lot 1; THENCE N25°26'39"E, coincident with the southeasterly line of said Lot 1, a distance of 21.65 feet, to the point of beginning.

Subject to road right-of-way of record. Subject property contains 4,604.7 sq. ft. or 0.11 acres.

CENTRAL PARK
AVE

EXHIBIT
BEL AIRE, SEDGWICK COUNTY, KANSAS



BAUGHMAN COMPANY
315 Ellis St. Wichita, KS 67211 316-262-7271
BaughmanCo.com

Jan. 24, 2024



DATE: January 29, 2024
TO: Ty Lasher, City Manager
FROM: Ted Henry, Assistant City Manager/ Finance Director
SUBJECT: PEC Master Services Agreement

Current Challenges

Over the past four years, the City of Bel Aire has experienced significant growth in land development, transitioning hundreds of acres of farmland into residential developments. This process has involved a complex journey, encompassing multiple steps such as rezoning, platting, legal agreements, infrastructure engineering, construction, inspection, and special assessment procedures.

The rapid pace of development, which includes 14 active projects over three years, has placed a considerable strain on our limited staff. Key personnel, including Keith Price (Planning and Zoning), Anne Stephens (City Engineer), the City Manager and the City Attorney, have faced an immense increase in workload.

To address these challenges, we have initiated a phased approach:

Phase 1: Upgrade the ERP system to enhance service delivery and staff productivity.

Phase 2: Provide additional support to Keith Price to handle the massive increase in building inspection requests.

Phase 3: Form a strategic partnership to address gaps in planning, zoning, and engineering.

Recommendation

In October of 2023, staff and members of the City Council conducted a thorough interview process to select an ownership representative for potential projects, like Integra. After careful evaluation, PEC emerged as the clear choice of both the City Council and our staff.

A master service agreement with PEC offers several key benefits. First, it brings specialization by leveraging PEC's expertise in various areas, such as engineering reviews. This specialization is crucial for enhancing the quality and precision of projects. Additionally, the agreement enables existing staff to concentrate on priority areas, city-wide projects, and strategic planning. Finally, the agreement is cost-effective as it eliminates the need to hire additional staff, thereby reducing our overall expenditure while still accessing top-tier expertise.

In January of 2024, staff, representatives of PEC, and the City Council held a workshop to discuss the contract and ask questions.

It is recommended that the City Council approve the Master Services Agreement with PEC to foster a more effective and sustainable growth management strategy for the City of Bel Aire. Please note: The City Manager will monitor this ongoing agreement and regularly provide progress reports detailing costs and the effectiveness of the relationship.

Conclusion

This partnership with PEC represents not just a solution but a necessary evolution in the administration and growth management of our city. It is a strategic step towards enhancing our effectiveness and ensuring the continued prosperity of Bel Aire.

January 23, 2024

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

Reference: MASTER SERVICES AGREEMENT
PEC Project No. 36-237363-000-2564

Dear Mr. Lasher:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Bel Aire (“Client”) in accordance with this Master Services Agreement (“Agreement”). The specific services to be performed by PEC (the “Services”) for any project subject to this Agreement (each a “Project”) will be described in a written work order in the form of Exhibit A to this Agreement (“Work Order”). The parties’ rights and obligations under this Agreement shall also be governed by the following terms and conditions.

Term; Conflicts. This Agreement will commence on the effective date and continue in effect for a period of two (2) years with four (4), one-year renewals for a total of six (6) years. Thereafter, it shall automatically renew for successive 1-year periods unless terminated by either party upon 3 calendar days’ written notice prior to the end of the then current term, or terminated earlier for cause. The parties agree that this Agreement, by itself, does not guarantee any future work, and neither party shall be obligated to execute any Work Order. With respect to any Work Order entered into prior to termination (except termination for cause), this Agreement shall continue in effect for the remaining term of the Work Order.

Each executed Work Order shall be incorporated into this Agreement reference. In the event of a conflict between this Agreement and a Work Order, the Work Order shall govern.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client’s requirements as necessary for the orderly progress of the Services; (2) designate a person to act as Client’s representative with authority to transmit instructions, receive instructions and information, and interpret and define Client’s requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the Project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, leveling the site, and providing access roadways to the site as needed; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a Project budget, which shall include a contingency to cover additional services as may be required by changes in the Project; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client.

Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay to the Project or damage to Client or any third-party resulting from such suspension.

Work Product. Full and final payment by the Owner to Consultant shall vest in the Owner, title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the project services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided the Owner agrees not to use Consultant-generated documents for projects other than the project for which the documents were prepared by the Consultant, or for future modifications to this project, without the Consultant's express written permission or project specific modification by Consultant. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by the Consultant will be at the Owner's sole risk and without liability to the Consultant or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. The Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution. Notwithstanding any provision to the contrary, Consultant shall retain ownership of its (i) working papers, (ii) preexisting materials, software and associated source code, trade secrets, and intellectual property, (iii) general skills, (iv) know-how, and (v) process.

Insurance. Client and PEC agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Change Orders. Changes in the Services may be accomplished after execution of this Agreement or any Work Order only by a written change order signed by Client and PEC. For any change that increases PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions in performance of the Services that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Project or Work Order, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken.

The nature and extent of subsurface condition variations across a Project site may not become evident until construction commences. PEC assumes no liability for site variations differing from those sampled, or concealed or unknown conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees from all claims, including third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses, including costs for PEC to coordinate and/or redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for others to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project owner, Client or third-parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both Client and PEC have the right to terminate this Agreement for cause upon seven calendar days' written notice to the other party. In the event the PEC terminates this Agreement for cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs and damages attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, state or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of any Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution. If the parties are unable to resolve the claim, Client and PEC agree to submit the claim (except PEC claims for nonpayment) to mediation prior to the initiation of any binding dispute resolution proceedings. The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, Client and PEC stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. Client and PEC further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflicts of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under the applicable Work Order. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Neither Client nor PEC will assign any rights, duties, or interests accruing from this Agreement without the prior written consent of the other. This Agreement will be binding upon Client, PEC, and their successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of Client and PEC. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of Client or PEC in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client's obligations under any separate agreement with any third-party including, without limitation, any agreement between Client and a Project owner.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Entire Agreement. This Agreement represents the entire and integrated agreement between Client and PEC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by Client and PEC.

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

This Agreement is effective upon the later of the two dates below.

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____

Printed Name: Michael D. Kelsey, P.E.

Title: Senior Vice President of Government Markets

Date: _____

CITY OF BEL AIRE, KANSAS

By: _____

Printed Name: _____

Title: _____

Date: _____

WORK ORDER NO. 24-01
Base Monthly Services

This Work Order No. 24-01 is made as of this _____ day of _____, 2024, under the terms and conditions established in the Master Service Agreement between Client and Professional Consultant dated _____ (the “Master Services Agreement” between the City of Bel Aire, Kansas (Client) and Professional Engineering Consultants, P.A. (PEC). Except to the extent modified herein, all terms and conditions of the Master Services Agreement shall continue a full force and effect.

SECTION A – SERVICES

A.1 PEC shall perform the following services (collectively, the “Services”):

1. General Services:

- a. Provide monthly project status reports to the Client to include project updates such as status, schedules, outstanding items, and costs on a regular basis.
- b. Meet regularly, with designated City staff, at Bel Aire City Hall to review the status of projects.
- c. Be available to meet with City personnel, design professionals, vendors, and suppliers.
- d. Be available by telephone, virtual meeting, in person or email.
- e. This Work Order will be reviewed every six (6) months by both parties, at a time and place jointly agreed upon, to ensure services, fees, and expectations remain in alignment.

2. Geographic Information Systems (GIS) Services:

- a. Provide GIS services, including mapping, updates to existing GIS layers, applications, and services, and develop new GIS layers, applications, and services.
- b. Provide guidance on GIS operations and best practices.
- c. Provide routine advice on GIS issues confronting the Client.
- d. Provide training regarding use of GIS system, applications, and services.
- e. Be available by telephone, virtual meeting, in person or email.
- f. All deliverables will be provided within the Client’s ArcGIS Online (AGOL) Organization.
- g. Responsibilities of the Client:
 - i. Perform on-going back-up of GIS data.
 - ii. Provide guidance to PEC regarding its GIS priorities, needs and schedules.

- iii. Provide PEC administrative level access to its ArcGIS Online account, and access to all its data.
- iv. Provide other information as necessary for PEC to conduct the Client's requests, including CADD files.

3. Planning Services:

a. Infrastructure Funding Assistance:

- i. Provide guidance on funding opportunities for city infrastructure projects (streets, water, sewer, stormwater) for Client's consideration.
- ii. Provide periodic reports of candidate funding opportunities with associated deadlines, pros/cons, and recommendations for pairing with Client priority infrastructure projects.
- iii. Assist with funding/grant applications.
- iv. Be available by telephone, virtual meeting, in person or email.

b. Community Development and Municipal Planning Services:

- i. Provide land use planning services.
- ii. Provide Municipal Separate Storm Sewer System (MS-4) Permit services.
- iii. Provide attendance at City Planning Commission, City Council meetings, Development Review meetings, staff meetings and special workshops.
- iv. Provide routine advice on planning issues confronting the Client and guidance on land use planning operations and best practices.
- v. Be available by telephone, virtual meeting, in person or email.
- vi. Responsibilities of the Client:

- 1. Provide any existing documentation on the project, including maps, engineering studies, master plan, cost estimate, bids, architectural studies, or plats.

4. Engineering Services:

- a. Provide qualified staff at regularly scheduled meetings of the City Council, City Planning Commission meetings, and special workshops.
- b. Provide routine advice on matters pertaining to engineering issues confronting the Client.
- c. Preview proposed plats, drainage plans, utility plans, site plans, petitions and phase maps submitted to the Client for conformance to City standards.

- d. Assist the Client in developing planning level project costs estimates for Capital projects.
- e. Responsibilities of the Client:
 - i. To furnish PEC with all prior developed applications, reports, design calculations, drawings, and pertinent correspondence with State and Federal agencies.

A.2 Deliverables:

- 1. Monthly in-person meeting support (agendas, meeting summaries, and scheduling)
- 2. Monthly project status reports of all active projects under this contract
- 3. As requested, in person attendance at meetings with City staff.
- 4. Electronic or hard copy versions of work completed under this contract (engineering plan reviews, grant applications, zoning layer, sewer map, MS4 Permit training materials, cost estimates for capital projects, etc.)

A.3 Exclusions:

- 1. Standalone projects or services expected to take longer than four (4) hours. These services shall be contracted by separate work order prior to commencement.
- 2. The following shall be specifically excluded from the GIS Scope of Services provided by PEC:
 - a. Cost of ArcGIS (Online, Desktop, other Extensions) licensing.
 - b. Cost associated with hardware or hardware services, such as tablets or GPS equipment.
 - c. Responsibility to any changes to ArcGIS software made by ESRI or Client's ArcGIS Online, Administrator including but not limited to price, licensing structure, and updates that could affect workflows.
 - d. Responsibility for downtime to ArcGIS Online services.
 - e. Responsibility for data loss.
 - f. Responsibility for backing up Client's data.
 - g. Responsibility for accuracy of data not produced by PEC.

SECTION B – SCHEDULE

- 1. PEC and Client agree that the scope of services for these Services will be completed in accordance with a mutually agreed schedule.

2. The Client acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

SECTION C – COMPENSATION

1. PEC's Fee for its Scope of Services will be a lump sum fee of **\$10,000.00** per month.
2. Printing costs and outside consultants are excluded from this agreement.
3. Taxes are not included in PEC's Fees. The Client shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

SECTION D – OTHER PROVISIONS

1. Additional Responsibilities of Client:
 - a. Designate a Project Manager authorized to request services of PEC and obtain approval for standalone projects or services expected to take longer than four (4) hours via separate work orders.
 - b. Attend all Project-related meetings.
 - c. Provide comments on draft documents and reports within fourteen (14) days of submittal.
 - d. PEC may rely on information provided by the Client.
 - e. Will notify PEC at least two (2) working days in advance of any scheduled discussion or need for information that will need to be developed by PEC to be presented by PEC at a regularly scheduled City Council meeting, Planning Commission meetings, staff meeting or special workshop.

CITY OF BEL AIRE, KANSAS

By: _____

Printed Name: _____

Title: _____

Date: _____

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____

Printed Name: _____

Title: _____

Date: _____

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

ORDINANCE NO: _____

AN ORDINANCE CONCERNING THE AMENDMENT OF CHAPTER 18, OF THE CITY CODE OF BEL AIRE, KANSAS, IN CONNECTION WITH THE ZONING MAP, ALL WITHIN THE CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS.

WHEREAS, Notice of a public hearing regarding adoption of updates and modifications to the Bel Aire Zoning Code Map was published in *The Ark Valley News* on December 7, 2023.

WHEREAS. A public hearing was held by the Bel Aire Planning Commission on January 11, 2023 regarding adoption of updates and modifications to the Bel Aire Zoning Code Map at which all interested parties were invited to speak.

WHEREAS. After hearing all evidence, and reviewing the draft document, the Planning Commission recommended approval of the proposed draft zoning map.

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

SECTION 1. The Governing Body of the City of Bel Aire, Kansas hereby adopts the Zoning Code Map recommended by the Planning Commission, as referenced by the Bel Aire Municipal Zoning Code at Chapter 18, Article 6, Section 6.01.

SECTION 2. This ordinance repeals and replaces all previously adopted zoning maps of the City of Bel Aire.

SECTION 3. This Ordinance shall take effect and be in force from and after its summary is published in *The Ark Valley News*, an official city newspaper.

Passed by the City Council this ____ day of February, 2024.

Approved by the Mayor this ____ day of February, 2024.

Jim Benage, Mayor

ATTEST:

City Clerk

City of Bel Aire

STAFF REPORT

DATE: 01/05/2024

TO: Bel Aire Planning Commission
FROM: Keith Price
RE: Agenda

STAFF COMMUNICATION	
FOR MEETING OF	1/11/24
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

PUD-23-04. (formally PUD-23-02) Proposed document changes within the current PUD to allow single family, duplex, and multi-family. R-5 and R-6 zoning districts Tierra Verde South Addition PUD; doesn't have re-platting changes at this time. 57.38+/- acres.

The city advertised the hearing in the Ark Valley newspaper and notified property owners as required within the required distance of 200 ft.

History:

Tierra Verde started as a concept plan dividing the commercial uses from the residential use with the north addition for housing and the south addition for commercial uses in 2009 master plan concept. The commercial uses would attempt to meet the LEED standard for gold or silver as a concept. Bio-swales were incorporated in the drainage system. Groundbreaking for the Concierge Surgical Recovery Suites & Wellness Center--Phase I of The Healing Center at Tierra Verde was Friday, May 31, 2013.

During the first building project, the project was in foreclosure, due in part by the untimely death of Dr. George Watson.

The current business in the completed building was established in 2018 with the city on the portion of lot 4, in block 1. The building does have components to help with the LEED points total.

The majority of ground hasn't been developed in the south addition; the current plat was filed 9/21/09; that is almost 14 years without using the infrastructure installed within the development.

This PUD was in front of the planning commission May 11, 2023. Sawmill Creek a Wichita development in Wichita had speakers voice concerns. Through streets at Blade or Scragg Streets, elevated crime rate, Multi-family housing were the concerns listed in the minutes. Motion made and approved at the time.

Motion: Commissioner Jordan made a motion to recommend changing the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3. Commissioner Floyd seconded the motion. ***Motion Carried 5-0.***

Discussion:

New housing is needed within Sedgwick County, there are studies to indicate that is true. Bel Aire’s Master Growth Plan that was adopted indicates that is a prime objective for land once owned by the city. Table 1.2 indicates that two steps from local commercial/mixed use would be multi-family uses and allowable. Figure 3.3 describing multi-family acres in 2018 as just under 12 is antiquated with the recent platting and building. The master growth plan indicated 917 acres would be for housing of the 2,267 acres. That is 40% of the total acres available from that point in time. Many of the commercial areas already designated wouldn’t be suitable for housing at this moment. Based on the land approved to date for housing since 2018 would be +/-50% of that total.

To follow the LEED design and air space concerns related to green building construction methods and quality of housing to reduce noises would be good to consider.

A good street appeal variation from recent duplex areas would help build a neighborhood branding or identifier.

Conclusion:

Recommends approval of the project with the conditions once understanding of the scope of the project is determined. An Ordinance will need to be created to contain the PUD revisions. Replatting, if needed or required, would reflect these changes as well.

SUMMARY:

Notice is Hereby Given that on January 11, 2024; the City of Bel Aire Planning Commission will review code sections to consider an update to the Zoning Code related to adopting an update to the City 2023 Zoning Map

The city advertised the hearing in the Ark Valley newspaper as required.

Discussion:

The city received a question About Arthur Heights- After looking into the question, the Arthur Heights was zoned R-1 with the 2006 zoning map to match the 2005 adoption of the 2004 code. The basic reasons are the lot size is 1 acre and it is for housing purposes. That district heading was “R-1 Single-family Residential” and not “Rural Residential”. The title given for the R-1 since the 2004 code has been “Estate Residential”.

The 1994 map used until 2006 indicated these were R-1 zoned, 40,000 s.f. lots. Any lot under 1 acre would be allowed to continue in a non-conforming status.

The 1985 code had this as R-1- and 2-acre lot size requirement. Some of the R-1 lots were not platted as 1 acre so it created many no conforming lots, but the plat was done in the 50’s before the city was a city.

The city isn’t required to adjust zoning districts to make parcels compliant with the zoning code, but large areas have been adjusted over time to match most closely as to what was built to protect and fortify what could be rebuilt.

Staff would like to update the official zoning map annually to match changes in zoning hearing processes throughout the year by the governing body as a codification process. This would mean that a zoning code update related to districts, new districts, new or changed boundaries would still come back to planning commission, all approved changes would be incorporated in the newly dated official zoning map.

The request motion should include updating the city official zoning map to reflect as present and any of the recently approved zoning ordinance changes. The added request is to allow updating the official map with the Bel Aire code codifications to reflect only zoning districts that have been approved by the governing body prior to the codification process.

Below is the city zoning code section revision by the 2023 codification listed on the city web site related to the city zoning map:

18.6.1. Official zoning map.

The location and boundaries of the districts established by this Zoning Code are hereby established to be as shown on a map officially designated as the Zoning District Map. The map and all the notations, references and information shown thereon are hereby made as much a part of this Zoning Code as if the same were set forth in full herein. It shall be the duty of the city clerk to keep in a file in his or her office an authentic copy of the map, all charges, amendments or additions thereto, and duplicate copies thereof shall be kept on file in the office of the Zoning Administrator and/or building inspector.

Affidavit of Publication

STATE OF KANSAS,
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 7th day of December, 2023, with subsequent publications being made on the following dates:

_____, 2023 _____, 2023
_____, 2023 _____, 2023
_____, 2023 _____, 2023

Chris Strunk

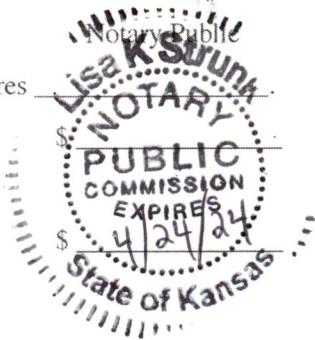
Subscribed and sworn to before me this 7th day of December, 2023.

Lisa K Strunk

My commission expires _____

Additional copies _____

Printer's fee _____

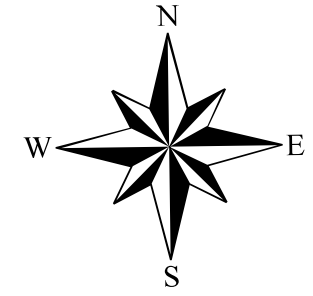


Bel Aire public notice
(Published in The Ark Valley News Dec. 7, 2023.)
OFFICIAL NOTICE OF A ZONING CODE HEARING
TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:
Notice is Hereby Given that on December 14, 2023; the City of Bel Aire Planning Commission will review code sections to consider an update to the Zoning Code related to adopting an update to the City 2023 Zoning Map, shortly after 6:30 p.m. in the Council Chamber at City Hall in order of the agenda items, in Bel Aire, Kansas:
Location: 7651 E. Central Park Ave, Bel Aire Ks. 67226
Information: The 2023 map can be viewed at city hall during business hours.
You may appear at this time either in person or by agent or attorney, if you so desire, and be heard on the matter. After hearing the views and wishes of all the persons interested in the case, the Planning Commission may close the hearing and consider a recommendation to the Governing Body, which, if approved under the City Zoning regulations, would be effectuated by ordinance. The public hearing may be recessed and continued from time to time without notice.
DATED this 30th day of November, 2023
/s/ Anne Stephens
Bel Aire Planning Commission Secretary



Zoning Districts

Bel Aire, Kansas



- Bel Aire City Limits
- Property Boundaries
- Parks
- Government Properties

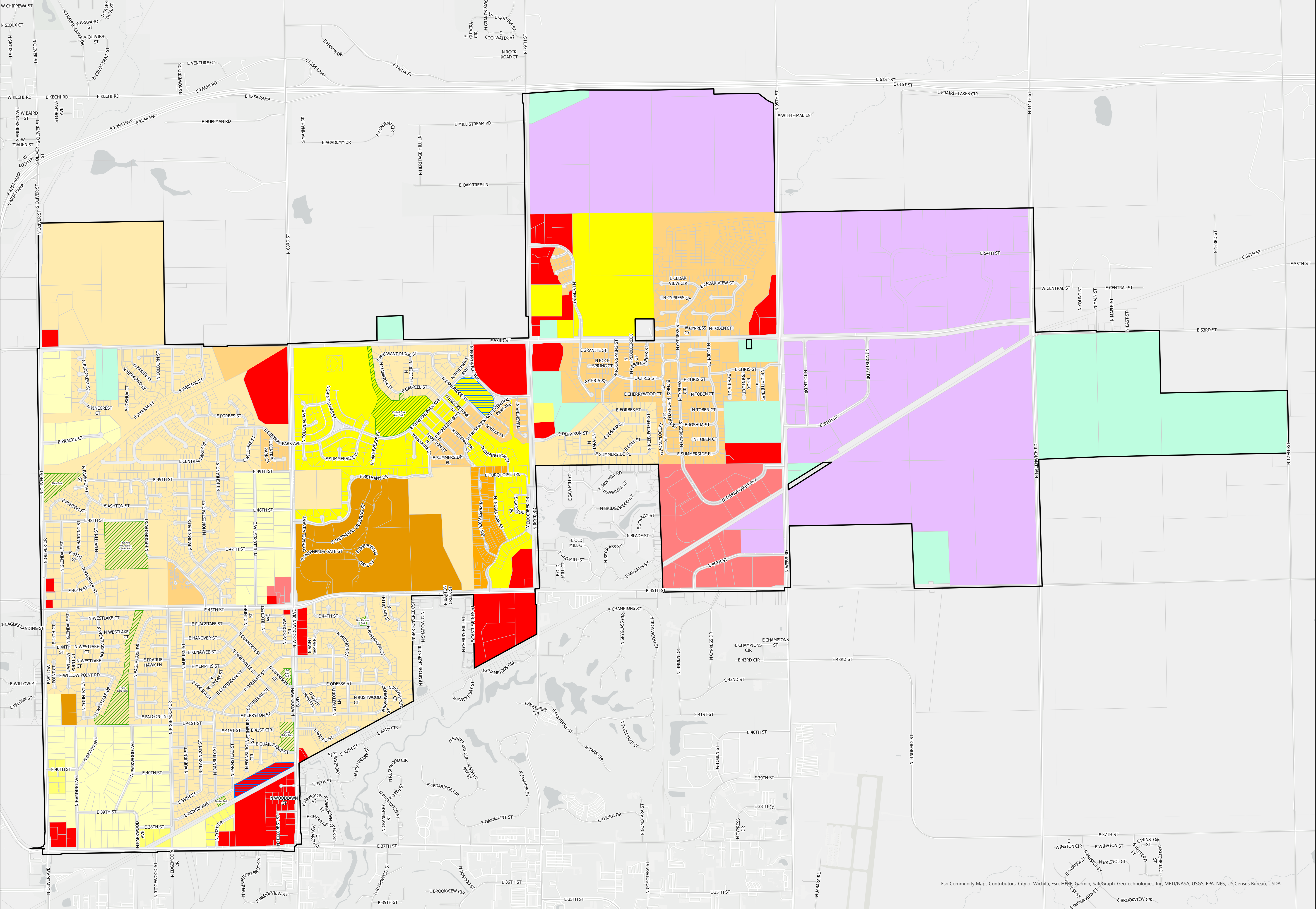
Zoning Types

- AG -Agricultural
- C-1 -Commercial 1
- C-2 -Commercial 2
- M-1 -Manufacturing
- R-1 -Residential 1
- R-2 -Residential 2
- R-3 -Residential 3
- R-4 -Residential 4
- R-5 -Residential 5
- R-5B-Residential 5B
- R-6 -Residential 6

October 31st, 2023



Esri Community Maps Contributors, City of Wichita, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



City of Bel Aire, Kansas

STAFF REPORT

DATE: January 31, 2024

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 45th Street, Oliver to Woodlawn, Geotechnical Investigation Proposals



BACKGROUND:

As the City continues to work on the design for the 45th Street, Oliver to Woodlawn improvements, a pre-construction geotechnical investigation was desired to identify any concerns with the existing subgrade so considerations could be incorporated into the design for the roadway.

DISCUSSION:

City staff worked with Garver to solicit proposals for geotechnical investigations on 45th Street from Woodlawn to Oliver to identify any potential subsurface concerns as well as provide pavement, base and subgrade treatment recommendations that meet KDOT requirements. On behalf of the City, Garver reached out to both Terracon and PEC for proposals.

PEC provided a letter agreement detailing their scope of services and expected fees. Terracon provided estimated fees in the form of an email response. After receiving both responses, Garver reached back out to both firms asking for the additional costs involved in taking additional bores – for a total of 20 each.

PEC	\$25,508.50
Terracon	\$19,700.00

Both firms noted that water levels would be observed after drilling. It was noted during the KDOT geotechnical investigations of Woodlawn that they left the drill holes open a minimum of 24 hours to provide time for the groundwater to stabilize. Terracon noted that leaving the drill holes open for 24 hours would incur an additional \$350 mobilization fee. PEC already has this cost built into their proposed fee and did not mention anything about closing down the roadway, nor keeping it closed for the groundwater observation period.

FINANCIAL CONSIDERATIONS: The cost of this work will be included in the temp note with the rest of the project costs.

POLICY DECISION: Due to recent unsatisfactory experience with one of the three main geotechnical firms in the area, staff solicited proposals from the other two main geotechnical firms.

RECOMENDATION: PEC's proposal is a bit more robust than Terracon's and they were more timely in their response to questions. That being said, both firms have good reputations within the industry and should be able to provide the City with a good look at the subsurface conditions and appropriate recommendations for the pavement section for the new roadway.

January 4, 2024

Anne Stephens, PE
City Engineer
City of Bel Aire
7651 E. Central Park Ave.
Bel Aire, KS 67226

Reference: Geotechnical Services for 45th – Oliver to Woodlawn Project

Dear Anne,

Professional Engineering Consultants, P.A. (PEC) is pleased to provide professional services to The City of Bel Aire in connection with the referenced Project.

Introduction

The project is located along 45th Street between Oliver Ave. and Woodlawn Blvd. The project will consist of the reconstruction of the roadway, new intersection at 45th and Oliver, new storm sewers, and new connections with the existing side streets.

The Geologic setting of the project site is windblown loess deposits overlying shale from the Wellington Formation. The loess is comprised of silts and clayey silts. Clayey silt soils can be problematic when used in the subgrade below the pavement. The soils have propensity to swell when exposed water and become unstable when loaded. The soil also may contain high levels of sulfate. The sulfates are due to the in-place weathering of the Gypsum layers within the Wellington Shale. Gypsum is a Calcium Sulfate Dihydrate mineral that readily breaks down into calcium and sulfate. When exposed to water, the sulfate in the soil will expand and cause detrimental issues to overlying pavements. These 2 issues must be addressed during the geotechnical investigation and subsequent laboratory testing. The soils will have sulfate testing and swell-consolidation testing performed on select samples. If the tests determine that swelling soils or high sulfate levels exist, the pavement design recommendation will reflect what remediation efforts will be required.

Soil Borings

We recommend taking a minimum of 12 borings along 45th street from Oliver to Woodlawn. The borings will be taken at alternating depths of 10 and 15 feet. The information will be used to assist in the design of the complete project, with a focused approach to the pavement design. The deeper borings will be utilized to provide a geologic profile along the new roadway to provide design information for the new sewer system and provide excavation properties to the contractor. Groundwater will be measured at the end of drilling to see if additional mitigation efforts are needed on the project.

Samples taken during drilling will include shelly tube and split spoon sampling as well as bulk soil samples. The soil will be subjected to unconfined compression testing, swell/consolidation testing, sulfate testing, proctor compaction requirements, Atterberg testing and visual inspection.

Pavement Sections

The new roadway is to be lowered 2 to 3 feet throughout the project. The pavement section will be determined by the results of the laboratory testing. Recommendations will be given for asphalt and concrete pavement. Subgrade drainage, which is a major component of a long-lasting pavement, will also be addressed in the recommendations.

Additional Services

Additional services that can be provided by PEC include Surveying, Construction Inspection, Construction Materials Testing and Geotechnical Consultation during construction.

Experience

Recent experience on roadway projects: Butler County SW Parallel Street and SW Butler Road Investigation during construction, US-54 over the canal route, Wichita, KS, CONFIDENTIAL AVIATION CLIENT roadway failure investigation, Wichita, KS, CONFIDENTIAL AVIATION CLIENT new roadway and building foundation. Independence, KS, Parking Lot and Pickle Ball Court construction, South Wichita, Topeka Blvd. from 17th to 23rd street, Topeka KS, and Reconstruction of Louisiana and 11th street in Lawrence, KS.

Schedule

The drilling and sampling on this project will be conducted within 14 days of the Notice to Proceed. Laboratory Testing is expected to take 2 weeks. The full report will be issued within 1 week of the completion of the Laboratory Testing.

Thank you for the opportunity to submit our estimate on this project. Please reach out to me if there are any questions regarding this proposal.

Sincerely,



Bob Henthorne, P.G.
Vice-President of Geotechnical Engineering
Professional Engineering Consultants, PA
400 S. Kansas Ave. Suite 200
Topeka, KS 66603
Bob.henthorne@pec1.com
Cell 785-480-0702



Britt D. Clubb, PE

Britt is the Senior Vice President of Field Engineering. He provides customer service, business development, financial management, risk management, and strategic planning. He is responsible for staffing, recruiting, and staff development through coaching, mentoring, and training. Britt has been responsible for providing geotechnical engineering consulting services at PEC for the past eight years for a wide range of projects for, private, public, local, state, and federal clients. He has experience in shallow and deep foundations systems, pavement section design, lateral earth pressures, and earthwork.

YEARS OF EXPERIENCE

18

EDUCATION

Tennessee Technological University, Bachelor of Civil Engineering, 2006

LICENSES/CERTIFICATIONS

Professional Engineer: Kansas, Oklahoma, Missouri, Colorado

SELECT PROJECT EXPERIENCE

- 159th Street East, Lincoln Street to Brookhaven Street, Geotechnical Services including Two Borings, Subsurface Investigation, and Sample Collection at Boring Sites
- South Rock Road Exploratory Boring and Standard Penetration Tests
- West Irving Street Exploratory Boring and Standard Penetration Tests
- K-54 Bridge over 135th Street Soil Borings
- Confidential Aviation Client; Wichita, KS
 - Plant IV Pavement Replacement
 - East Campus Runway Repairs
 - East Campus Taxiway Delta
 - West Campus Taxiway F1
 - Pavement Repair
 - Taxiway Reconstruction
 - Road Improvements
- McConnell Air Force Base; Wichita, KS
 - Pavement Testing
 - Taxiway A South Repair
 - Taxiway E
 - Taxiway F Lighting and Paving
- Butler County Community College 5000 Building Expansion; Andover, KS
- 5th Street Paving Project, Broadway Street to Wichita Valley Center Floodway, Geotechnical Study including Subsurface Investigation and Sample Collection for Laboratory Testing and Analysis
- City of Wellington, KS
 - Westborough Street 10 Exploratory Borings and Soil Observation and Classification
 - East Harvey Avenue, South Ash Street to South Woodlawn Street, Five Exploratory Borings, Soil Observation, and Classification
- NW Vail Avenue, Gordon Street to US-24 Highway, Geotechnical Study
 - Subsurface Investigation and Sample Collection for Laboratory Testing and Analysis
 - Burlingame Road Three Exploratory Borings and Standard Penetration Tests
 - Henderson Road Six Exploratory Borings and Standard Penetration Tests
- Kansas Turnpike Open-Road Tolling, Topeka East Terminal, Geotechnical Services and Survey; Topeka, KS



Bob Henthorne

As the Vice President of Geotechnical Engineering, Bob brings 40 years of experience and relationships in the transportation industry, primarily with local and state transportation professionals in Kansas. He most recently served as Bureau Chief at the Kansas Department of Transportation, where he led the Bureau of Structures and Geotechnical Services. Bob is a dedicated Professional Geologist leader with a history of inspiring teams to improve quality and productivity.

YEARS OF EXPERIENCE

40

EDUCATION

University of Kansas, Bachelor of Geology 1983

LICENSES/CERTIFICATIONS

Professional Geologist: Kansas, Missouri, Wyoming, Nebraska

SELECT PROJECT EXPERIENCE

- Topeka VA Medical Center Pavement Reconstruction 589A5-188; Topeka, KS
- KDOT - US-54 Flood Control Canal Bridge Design KA-0161-05; Wichita, KS
- Bancroft - Topeka VA EHRM Geotech 589A5-21-700; Topeka, KS
- Confidential Aviation Client IDP I1 Warehouse Addition; Independence, KS
- USD 259 SSC NS Dock Phase 01; Wichita, KS
- USD 375 School Support Services Building Addition; Towanda, KS
- Butler County SW Parallel Street and SW Butler Road Investigation During Construction; Butler County, KS
- Confidential Aviation Client Interplant Road Investigation; Wichita, KS
- Southlakes Pickle Ball Court Construction and Parking Lot; Wichita, KS
- Topeka Blvd. from 17th to 23rd Street; Topeka, KS
- Reconstruction of Louisiana and 11th Street; Lawrence, KS



January 4, 2024

Anne Stephens
City Engineer
The City of Bel Aire
7651 E. Central Park
Bel Aire, KS 67226

Reference: AGREEMENT for Bel Aire 14th Street – Oliver to Woodlawn
Bel Aire, Kansas
PEC Project No. 240XXX-000

Dear Anne:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to The City of Bel Aire (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Anne Stephens
The City of Bel Aire
Bel Air 45th Street – Oliver to Woodlawn
January 4, 2024
Page 5

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Once received, a copy of the Agreement will be executed and returned.

RWH:jab

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: _____

Title: _____

Date: _____

ACCEPTED:

THE CITY OF BEL AIRE

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

A. Project Description

The Bel Aire 45th Street – Oliver to Woodlawn (Project) shall consist of the reconstruction of the roadway, new intersection at 45th and Oliver, new storm sewers, and new connections with the existing side streets in Bel Aire, Kansas.

B. Anticipated Project Schedule.

1. Field Exploration is anticipated to begin within 14 days of client's notice to proceed and be completed in 2 days.
2. Laboratory Testing is anticipated to be completed within 2 weeks of Field Exploration.
3. Final Report available approximately 1 week after the completion of Laboratory Testing.

C. Project Deliverables

1. This Project Deliverables shall consist of providing a signed and sealed Geotechnical Report based on the Scope of Services below.

D. Scope of Services:

1. General Scope Items for Geotechnical Engineering Services:
 - a) PEC will use an appropriate One-Call utility locate system prior to arriving onsite.
 - b) (10) subsurface borings to depths 10 feet below existing grade
 - c) (10) subsurface borings to depths 15 feet below existing grade
 - d) SPT sampling at the following intervals:
 - 1.5, 3.0, 6.0, 8.5, and at 5.0 intervals thereafter
 - e) Relatively undisturbed soil samples (Shelby Tubes) will also be obtained.
 - f) Grab/bulk samples from auger cuttings will be obtained depending on site conditions.
 - g) Laboratory testing will be performed to determine the following index and engineering properties:
 - Moisture Content
 - Density
 - Atterberg Limits
 - Percent Passing #200 sieve
 - Swell/Consolidation
 - Unconfined compressive strength
 - Sulfate Testing
 - h) Geotechnical report, including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
 - i) Geotechnical recommendations including: deep and shallow foundation design parameters, pavement, subgrade drainage, earthwork, excavation, soil stabilization, and controlled fill.
 - j) Boreholes will be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials.
 - k) General cleanup of the site.

E. **Additional Responsibilities of Client:**

The **Client** agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Two weeks' notice of anticipated services needed.
2. Assuring that private utilities, not located by an appropriate One-Call utility locate system, are identified prior to our arrival onsite, or have made arrangements for a Client representative with knowledge of such utilities to meet onsite prior to commencement of drilling activities.
3. Information related to known and/or potentially hazardous subsurface conditions and/or history of site contamination.
4. Provide right of entry for PEC's personnel in performing site visits, field surveys and inspections.
5. Pay PEC for authorized additional work associated with services not included in Exhibit 'A', or overages of the quantities outlined in Exhibit 'A'.

F. **Additional Services:**

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Construction Staking
2. Construction Materials Testing

G. **Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Offsite removal of spoils
2. Environmental services
3. Handling of contaminated soils

H. **PEC's Fees & Reimbursable Expenses.**

1. PEC will invoice **Client** one time per month for services rendered and Reimbursable Expenses incurred in the previous month.
2. PEC's Fee for its Scope of Services will be a **lump sum fee of:**

Discipline	Subtotal
Geotechnical Engineering	\$25,508.50*
Totals	\$25,508.50*

**If the city of Bel Aire provides traffic control, this fee can be reduced by \$5,000.*

3. Taxes are not included in PEC's Fees. **Client** shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

******Please fill out the Project Information Sheet attached to the end of this document******

PROJECT INFORMATION SHEET

Project Name: _____

Project Location (address): _____

CLIENT INFORMATION

Client Name: _____

Client Address: _____

Project Manager Name: _____ Phone Number: _____

Onsite Job Superintendent: _____ Phone Number: _____

BILLING INFORMATION

Attention on Invoice: _____

Email Address for Invoice: _____

REPORT DISTRIBUTION

List all persons to receive reports:

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

From: [Lee, Ken W.](#)
To: [Anne Stephens](#)
Subject: FW: Terracon Proposal - Geotechnical Services for 45th - Oliver to Woodlawn project
Date: Wednesday, January 10, 2024 12:35:01 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

FYI...

Ken Lee, PE, F.NSPE
Garver
316-221-3029

From: Davidson, Shane A <Shane.Davidson@terracon.com>
Sent: Wednesday, January 10, 2024 12:33 PM
To: Lee, Ken W. <KWLee@GarverUSA.com>
Subject: RE: Terracon Proposal - Geotechnical Services for 45th - Oliver to Woodlawn project

Please see below, thanks!

Shane

From: Lee, Ken W. <KWLee@GarverUSA.com>

A couple other questions for you.

1. Do you incorporate Shelby tubes in your boring at all?
 - We've estimated 2 to 4 total Shelby Tubes throughout the full site for general use
2. Would there be any additional cost compared to your prior fee?
 - No additional cost to collect Tubes versus standard split-spoons (however specific lab tests may require additional fees if you have specific requests)
3. Would there be an extra fee if the city wanted to have 24 hour observations on water level on holes where water was encountered during the bore?
 - This would require another mobilization fee (\$350) plus any standby time, but the other concern with this would be keeping the roadway closed for 24 hours because our hole won't be patched.

Appreciate you taking the time to look at this project.

Ken Lee, PE, F.NSPE
Garver
316-221-3029

From: Davidson, Shane A <Shane.Davidson@terracon.com>
Sent: Wednesday, January 10, 2024 11:36 AM
To: Lee, Ken W. <KWLee@GarverUSA.com>
Subject: RE: Terracon Proposal - Geotechnical Services for 45th - Oliver to Woodlawn project

You're welcome, I apologize again for the delay and for the broken-up info. We are just playing a lot of catch-up right now so I really appreciate your understanding! Let me know if any other questions come up.

Thanks!
 Shane

From: Lee, Ken W. <KWLee@GarverUSA.com>
Sent: Wednesday, January 10, 2024 11:29 AM
To: Davidson, Shane A <Shane.Davidson@terracon.com>; Anne Stephens <ASStephens@belaireks.gov>
Cc: Tannoury, George A. <George.Tannoury@terracon.com>
Subject: RE: Terracon Proposal - Geotechnical Services for 45th - Oliver to Woodlawn project

That helps. Thanks for the information!

Ken Lee, PE, F.NSPE
 Garver
 316-221-3029

From: Davidson, Shane A <Shane.Davidson@terracon.com>
Sent: Wednesday, January 10, 2024 11:21 AM
To: Lee, Ken W. <KWLee@GarverUSA.com>; Anne Stephens <ASStephens@belaireks.gov>
Cc: Tannoury, George A. <George.Tannoury@terracon.com>
Subject: RE: Terracon Proposal - Geotechnical Services for 45th - Oliver to Woodlawn project

Hi Ken,

If we add 10 borings to 15 feet to the initial proposal our fee would go up by \$4,300, for a total of \$11,500. There is not an individual setup cost for additional borings, however that amount added field time would require at least a 2nd day/mobilization and we also assumed that we'd add on another Standard Proctor, CBR and a few more lab tests along with the standard lab testing and logging time that would come with the increased number of borings and samples.

I apologize for this delay but I have not been able to get a direct quote yet from a traffic control sub that we like to use. In general they charge about \$3,400 per day for a full closure and \$4,800 per day for a full day flagger. This is why we generally recommend the city try to make someone available to

flag, or the best and safest option is to set up closure signs and fully close off the route to traffic during the hours we are there (I understand this is not always acceptable) and we can move those signs off-road ourselves when finished. Please let me know if you have any other questions.

Thanks!

Shane A. Davidson, I.E.

Senior Staff Engineer
Wichita, KS | Lenexa, KS



15620 West 113th Street | Lenexa, KS 66219

D (913) 202-7605 | M (620) 805-1090

shane.davidson@terracon.com | Terracon.com



From: Lee, Ken W. <KWLee@GarverUSA.com>

Sent: Friday, January 5, 2024 3:49 PM

To: Davidson, Shane A <Shane.Davidson@terracon.com>; Anne Stephens
<AStephens@belaireks.gov>

Cc: Tannoury, George A. <George.Tannoury@terracon.com>

Subject: RE: Terracon Proposal - Geotechnical Services for 45th - Oliver to Woodlawn project

Shane,

Thanks for sending this out. Can you provide an additional separate fee for 10 more borings with depths up to 15'? You mention \$22 lf below, would the extra borings be \$3,300 or is there a cost to setup at each bore?

Also, you mention that the quote doesn't include traffic control. Given that this is a two lane asphalt mat roadway, we anticipate that there could be situations where flagging might be required. Can you provide a budget if that's the case?

Appreciate the help. Anne and I will look through the rest of the proposal and let you know if there are any other questions.

Thank you again.

Ken Lee, PE, F.NSPE

Garver
316-221-3029

From: Davidson, Shane A <Shane.Davidson@terracon.com>
Sent: Friday, January 5, 2024 3:38 PM
To: Anne Stephens <AS Stephens@belaireks.gov>; Lee, Ken W. <KWLee@GarverUSA.com>
Cc: Tannoury, George A. <George.Tannoury@terracon.com>
Subject: Terracon Proposal - Geotechnical Services for 45th - Oliver to Woodlawn project

Good afternoon Anne and Ken,

Please see below for a breakdown of our proposed scope and fee, I apologize for not having a formal proposal document ready for you today but I can put one together early next week if it's required. We appreciate the opportunity to submit our proposed scope and fee for subsurface exploration and geotechnical engineering services for the proposed 45th Street North project in Bel Aire, Kansas. We assume traffic control assistance can be provided by the city. The proposed scope is outlined below:

Subsurface exploration:

- Drilling 10 borings to a depth of up to 10 feet below the existing ground surface along the existing roadway
- Sampling with split spoons and from bulk auger cuttings
- Water level observations will be made while drilling and immediately after drilling completion at the boring locations.
- Borings will be backfilled with auger cuttings and pavements patched, as appropriate

Laboratory testing:

- Common laboratory testing (moisture and density determination) on collected soil samples
- Atterberg limits tests
- Standard Proctor
- California Bearing Ratio

Engineering:

- We will provide a geotechnical engineering report that discusses recommendations related to earthwork, pavement subgrade preparation and section thickness options for the proposed project.
 - Our recommendations for pavement, base and subgrade design will meet KDOT requirements and also come with multiple alternatives so the design team can decide what method would work best for this particular project.
 - We can also provide more in-depth subgrade treatment recommendations including mix designs (for additional fees), placement and construction procedures and experienced contractors that have performed similar work.

Our lump sum fee for the services defined above, including drilling, laboratory testing, and a geotechnical engineering report will be **\$7,200. This fee does not include any budget for site**

clearing or traffic control. This fee is based on full access to all locations during our field activities provided by the City of Bel Aire and one mobilization to the site. If additional mobilizations (due to delays outside of our control) are required an additional fee rate of \$350 per trip will be applied. We can provide a detailed proposal upon your request.

We should be able to drill the site sometime within 3 weeks of notice to proceed, drilling should only require one day (depending on traffic control) and then the report can be delivered approximately 3 weeks after drilling is complete.

Additional drilling, if requested while our drill crew is on-site, including common laboratory testing, will be invoiced at \$22 per linear foot.

Please let us know if you have any questions about the proposed scope.

Thanks!

Shane A. Davidson, I.E.
Senior Staff Engineer
Wichita, KS | Lenexa, KS



15620 West 113th Street | Lenexa, KS 66219
D (913) 202-7605 | M (620) 805-1090
shane.davidson@terracon.com | Terracon.com



From: Lee, Ken W. <KWLee@GarverUSA.com>
Sent: Wednesday, December 13, 2023 4:40 PM
To: Tannoury, George A. <George.Tannoury@terracon.com>
Subject: Geotechnical Services for 45th - Oliver to Woodlawn project

George,

We are working with the City of Bel Aire on the design of 45th Street North from Oliver to Woodlawn. The project includes the design of the intersection at 45th & Oliver, connections to existing side streets, storm sewer design and coordination with utilities for relocations. The existing asphalt mat will be removed and the road section will be lowered between 2' and 3' to accommodate a new curb and gutter roadway section. We will be getting final approval of the design concept in the next couple months with the plan to submit Field Check plans to KDOT in Spring of 2024.

We are soliciting proposals for geotechnical investigations on the project through a contract with the City of Bel Aire to identify any potential subsurface concerns as well as provide pavement, base and subgrade treatment recommendations that meet KDOT requirements. Overall project cost will be

one factor in the selection of the firm to perform the work, but City staff will also be evaluating the scope of services and proposed schedule as well. As such, the lowest price may not be the one selected.

Following are elements of the geotechnical study that will need to be discussed in the proposal:

- 1. Number and depth of proposed soil borings
- 2. Methodology in determining pavement sections
- 3. Other proposed services that will help the City and their engineer evaluate the design
- 4. Experience on arterial road projects in the Wichita metro area and on KDOT projects.
- 5. Proposed schedule for delivery of study results after the Notice to Proceed date.

We would like a scope and fee letter to be provided by 5 pm, January 5th, 2024 for consideration by the City Council at their January 16th meeting. The letter should be submitted via email to Anne Stephens at astephens@belaireks.gov with a copy of the email sent to my email address as well.

We appreciate you taking the time to consider this work. Please reach out to me if you have any questions.

Thank you,



Ken Lee, PE, F.NSPE
Senior Project Manager
Transportation Team
📞 316-221-3029
📠 316-258-3190

Terracon provides environmental, facilities, geotechnical, and materials consulting engineering services delivered with responsiveness, resourcefulness, and reliability.

Private and confidential as detailed here (www.terracon.com/disclaimer). If you cannot access the hyperlink, please e-mail sender.

CONTRACT FOR LEGAL SERVICES

Between

THE CITY OF BEL AIRE, KANSAS

and

JAY C. HINKEL, ATTORNEY AT LAW

This contract is made and entered into this ____ day of _____, 2024, between the City of Bel Aire, KS, a municipal corporation of the State of Kansas, having its principal office at 7651 E. Central Park Avenue, Bel Aire, Kansas ("City"), and Jay C. Hinkel, Attorney at Law, having his principal office at 4800 N. Indian Oak Street, Bel Aire, Kansas ("Attorney").

City is authorized to employ attorneys to assist the City Attorney in her representation of the legal interests of the City, which includes observation, analysis and improvement of current legal functions; and

City would benefit from outside legal counsel to provide objective, independent process and procedure analysis, to prepare reports and recommendations on process improvements, to develop legally compliant processes and procedures and to train staff to apply the processes and procedures adopted; and

Attorney has presented his qualifications for these desired tasks, and they have been found acceptable.

To achieve these process improvement goals, the parties agree:

GENERAL

City will retain Attorney to provide professional services in connection with the above referenced matters. Attorney agrees to personally provide professional services as directed on separate task orders according to agreed project schedules and milestones set out in those task orders. Task orders shall be developed and prioritized by the City Attorney with input from the City Manager. Multiple task orders may be open at the same time.

TERM

Attorney agrees to commence such work after this contract is executed and the first task order is issued. Attorney agrees to perform the task order responsibilities with reasonable diligence if not more specifically scheduled. The parties may modify the task schedules in conjunction with alteration of the task order scope, a change in City's priorities, or factors reasonably affecting Attorney's availability. This contract shall not have a set term but shall be subject to review each year of its performance within a reasonable period after the reappointment of the City Attorney. Continuation of this contract for legal services, if desired by both parties, will be upon mutually agreed terms.

COMPENSATION

City will compensate Attorney for his services at the rate of \$165.00 per hour. Attorney will base the charges for professional services on time spent and actual expenses incurred in performing services on each task order. Attorney will prepare billing statements consistent with the parameters set forth in Cypress Media, Inc. v. City of Overland Park, 268 Kan. 407 (2000) to protect attorney-client privileged information and work product.

The parties do not anticipate that Attorney will incur disbursements or advances for items such as expert witness fees and expenses, consultants' fees and expenses, reproduction of documents, shipping and postage, or similar costs on behalf of the City. If such do occur, City will reimburse Attorney for all such costs upon presentation.

Attorney will submit statements for fees and any itemized expenses on a monthly basis and city will pay such statements within thirty days after receipt.

ASSIGNMENT

Attorney may not assign or transfer this contract without the written approval of the City Attorney and City Manager .

LIMITATIONS ON AUTHORITY

City engages Attorney to provide independent recommendations to the City Attorney. Unless expressly directed in a task order, Attorney will have no contact with the City Council except through the City Attorney. This contract does not authorize Attorney to sign any document in the name of the City Attorney; it does not authorize Attorney to take any action on behalf of the City Attorney unless directed to do so in a Task Order.

SCOPE OF SERVICES TO BE PROVIDED

During the performance of the contract, Attorney will be prepared to provide and will perform a broad range of professional services related to procurement, personnel management, property development, ordinance creation, governance actions, etc. The professional services performed by the Attorney will be under the direction and management of the City Attorney. To the extent that Attorney's recommendations are accepted, the implementation of those services will be done in association with the City Attorney. The professional services include, but are not limited to, the following:

- a. Conducting research, general investigation, drafting of reports and recommendations;
- b. Rendering legal and operational advice, guidance, and assistance;
- c. Consulting with the City Attorney and City staff and conducting training exercises;
- d. Being available at reasonably agreed times to provide the services described above in a timely manner, to include City Council meetings when appropriate.
- e. Avoiding representation of other clients which cause or will result in conflicts of interest for Attorney except as otherwise provided in this contract;

CITY IS THE CLIENT

Attorney represents that in providing professional services under this contract that he represent solely and only the City’s interests and not individual City staff members or elected officials.

PROFESSIONAL LIABILITY INSURANCE

Attorney will maintain a policy providing professional liability insurance coverage. He shall provide the City Attorney with a Certificate of Insurance describing that coverage and its subsequent renewals upon written request.

CITY’S CONTRACTUAL TERMS AND CONDITIONS

Attorney agrees to the terms and conditions as set forth in Exhibit “A” which is attached to and made part of this contract.

TERMINATION OF CONTRACT

Either party may terminate this contract for convenience at any time, upon ninety (90) days written notice, provided that in such case Attorney will be paid the reasonable value of the services rendered up to the time of termination.

CONFLICTS

In the event a potential or actual conflict of interest issue arises between the City and any of the Attorney’s other potential clients, Attorney shall notify the City Attorney in writing and seek a waiver of the conflict of interest.

IN WITNESS WHEREOF, this contract has been executed the day and year first above written.

City of Bel Aire, Kansas

Jay C. Hinkel, Attorney at Law

Jim Benage, Mayor

Jay C. Hinkel

City of Bel Aire, Kansas

STAFF REPORT

DATE: January 26, 2024

TO: Governing Body, City Manager

FROM: Anne Stephens, PE, City Engineer and Planning Commission Secretary

RE: January Planning Commission Meeting Report



Citizen Comments:

While this is not a typical part of the Planning Commission meeting, two citizens (Tim and DeAnn Sterba, 4642 Farmstead Ct) showed up asking to speak to the Paintless Dent Repair Business License that is up for renewal, but is not appearing on the current agenda. They were very concerned about the noise being generated by the applicant (316 PDR at 4648 Farmstead Ct). They passed out a petition to their surrounding neighbors and provided the petition to Planning Commission and spoke with our City Attorney regarding their concerns about the conditions on the permit being broken – work being performed with the garage door up, after hours work and the noise generated.

PUD-23-02 – Amending Zoning Districts in Tierra Verde South Addition PUD to include R-5 and R-6 Zoning

Planning Commission reviewed ME Enterprises, LLC and North Webb, LLC's request to rezone property generally located about ½ mile north of 45th on the west side of Webb in accordance with Article 5 of the City of Bel Aire's Zoning Regulations. Planning Commission studied the material provided by the applicant. The Commission conducted a public hearing on January 11, 2024 in relation to the application where interested parties and citizens were given the opportunity to be heard. One interested party, the Owner of 87 lots directly north of the proposed development spoke in opposition to the rezoning – primarily being concerned with apartment complexes being allowed in Block 2, Reserve A. No other parties other than the agent for the applicant showed up to speak either for or against the proposed rezoning. The Planning Commission tabled this item so the opposing party and the agent could discuss the concerns in more detail and moved on to the hearing on the zoning map. Once the zoning map item was complete, the Planning Commission took up this case again. The agent indicated that they reached a mutual agreement and amended his application for the re-zoning. The revised request exempted R-6 zoning from Reserve A, Block 2 and Lot 3, Block 1.

Following the public hearing Planning Commission considered the evidence and discussed the following factors based on the Criteria for Review established in section 5.02 (D) of the Zoning Regulation. A significant amount of discussion circled around factors commonly known as the Golden Factors, below are notes of *some* of the Golden Factors discussion:

Zoning uses of nearby property:

- The re-zoning request takes into account the zoning of nearby property and restricts the more intense R-6 uses to the interior of the development.

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

- This property has been vacant for some time and the re-zoning seems to make sense with the changes presented.

The Commissioners also discussed how they appreciated the agent working with surrounding property owners and taking their concerns into consideration. The Commissioners also mentioned that City Staff recommended this re-zoning.

Having thoroughly reviewed the issue Planning Commission voted (by passing a 6-0 motion) to **recommend changing the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with the change that R-6 zoning would not be allowed in Reserve A, Block 2, or on Lot 3, Block 1.**

Update to the Bel Aire Zoning Map

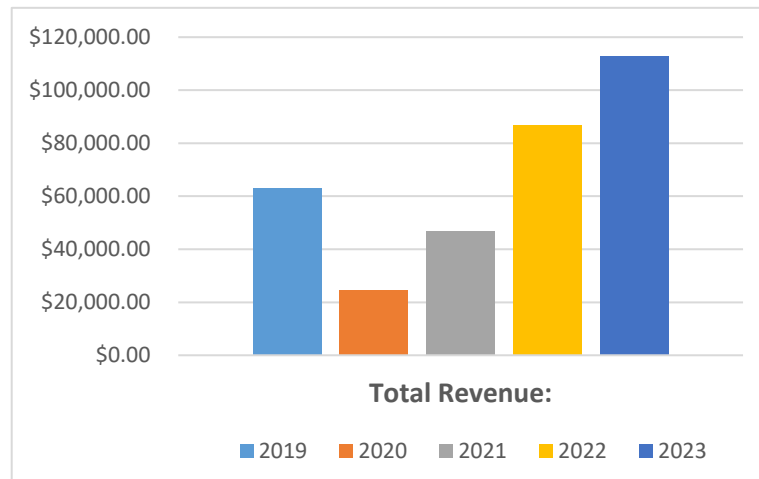
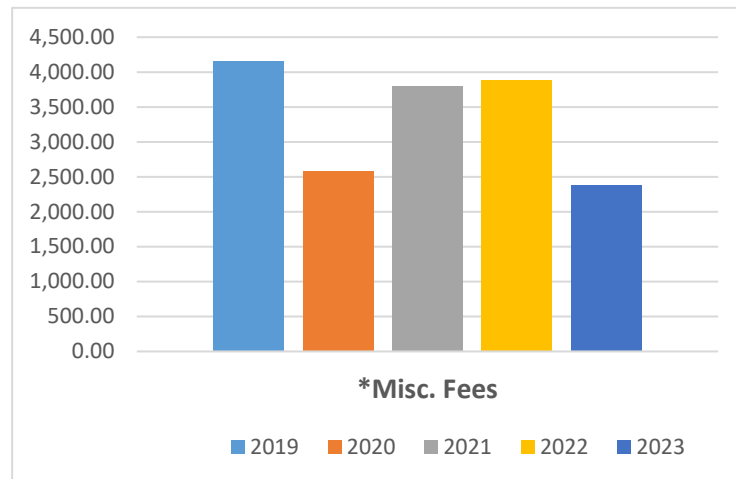
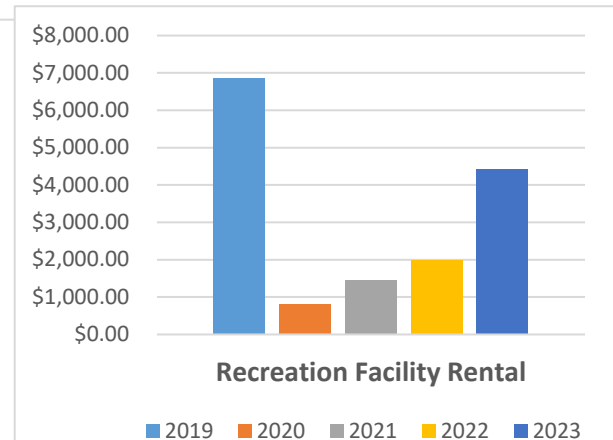
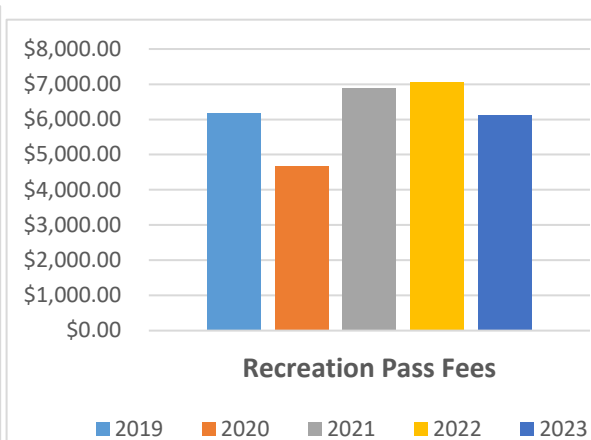
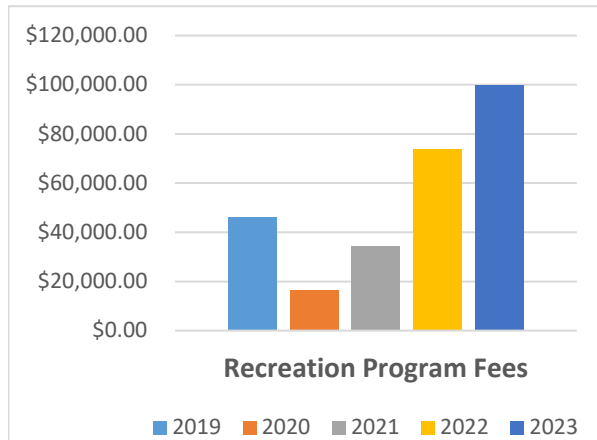
Planning Commission reviewed the City's request to update the official Zoning Map with all of the recent zoning changes in accordance with Article 6 of the City of Bel Aire's Zoning Regulations. Planning Commission studied the material provided by the City. The Commission conducted a public hearing on January 11, 2024 in relation to the application where interested parties and citizens were given the opportunity to be heard. Two interested parties spoke at the hearing. Mr. Gary Jantz (6200 E 45th St N) questioned why we were not using the Bel Aire Breeze for notifications. He also questioned why his neighborhood (Arthur Heights) was changed from Rural Residential (RR) to R-1 zoning. The City's Building and Zoning Inspector, Mr. Keith Price was at the meeting and indicated that the zoning districts haven't changed since 2004 and the last several maps show Arthur Heights as R-1. Mr. Jantz reiterated that the City Code has Rural Residential. Mr. Price indicated that Rural Residential must have five (5) acre lots. Arthur Heights has one (1) acre lots. Ms. Carol Russell (6218 E 45th St N) also spoke at the hearing. She was questioned what the value of having C-2 zoning close to residential zoning was. The Planning Commission was somewhat stumped by the question and mentioned business and that it was not disruptive. When asked for a specific instance, Ms. Russell quoted "Woodlawn". Without having a more specific question, a more specific response was not provided. With no further citizens wishing to speak, the hearing was closed. The Planning Commission did not have any questions for staff.

Having thoroughly reviewed the issue Planning Commission voted (by passing a 6-0 motion) to **recommend the proposed zoning map changes as presented.**

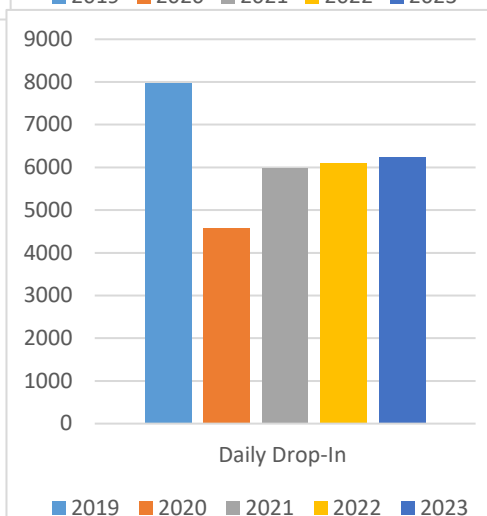
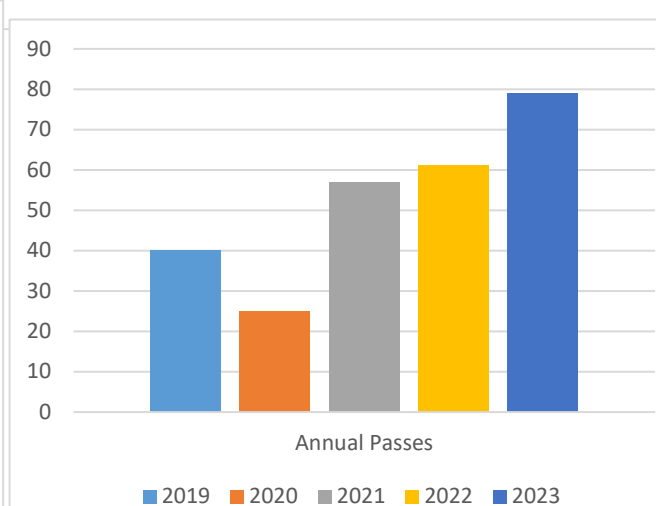
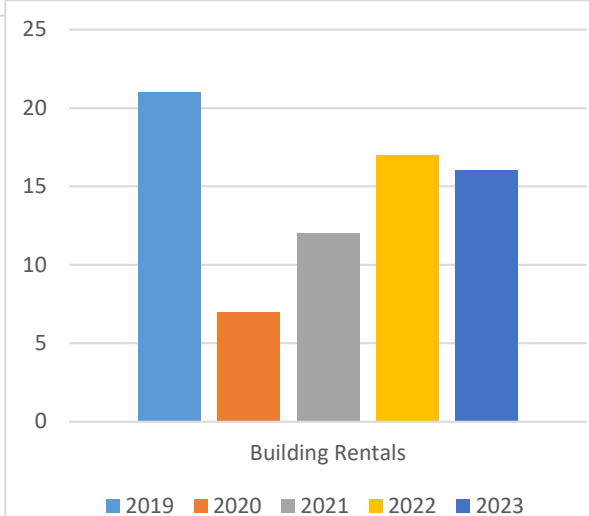
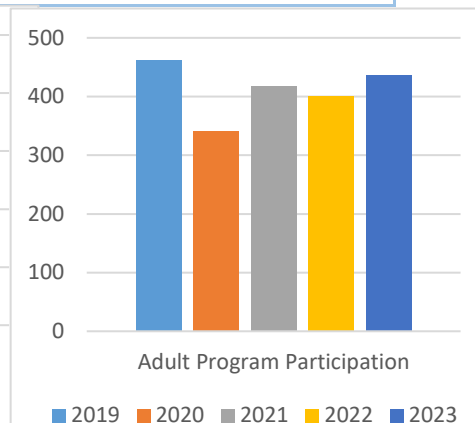
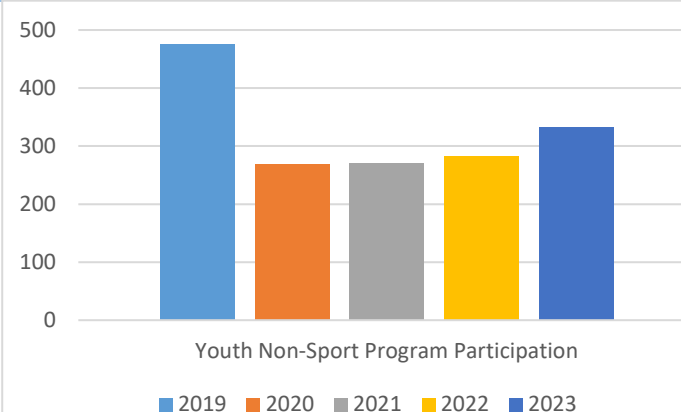
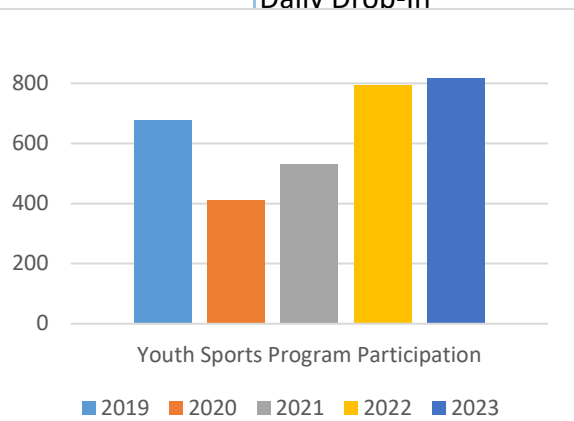
Bel Aire Recreation

Recreation Revenue	2019	2020	2021	2022	2023
Recreation Program Fees	\$45,933.00	\$16,381.60	\$34,568.00	\$73,831.75	\$99,774.00
Recreation Pass Fees	\$6,168.00	\$4,675.00	\$ 6,892.00	\$7,070.00	\$6,123.00
Recreation Facility Rental	\$6,863.00	\$824.00	\$ 1,466.00	\$2,002.00	\$4,412.00
*Misc. Fees	4,159.51	\$2,584.80	3,803.00	3,883.00	\$2,391.00
Total Revenue:	\$63,123.51	\$24,465.40	\$46,729.00	\$86,786.00	\$112,700.00

*Concessions, Donations, Events



<u>Recreation Participation</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Youth Sports Program Participation	676	413	532	795	816
Youth Non-Sport Program Participation	475	269	270	282	332
Adult Program Participation	461	341	418	401	437
Building Rentals	21	7	12	17	16
Annual Passes	40	25	57	61	79
Daily Drop-In	7976	4578	5994	6109	6233



Youth Sports Programs		Drop-In Daily Usage
Basketball		Walking/Jogging
Baseball*		Basketball
Blastball*		Weight Lifting
Happy Feet Soccer		Fitness Equipment
TGA Golf		Pickleball
Camps/Clinics*		Senior Activities
Flag Football*		
Short Sports*		
Soccer		
Softball*		
Volleyball*		
Youth Non-Sports Programs		Activities Not Tracked
Bel of the Ball*		Special Events
Cheer*		Spectators
Tippi Toes Dance*		Outdoor Drop - In Usage
Fishing Clinic		Ball Fields, Walking Trail, Playground
Holiday Hoops*		Model Train Show
Tumbling*		Cross Country Meet
Taekwondo		
Day Camp*		
Spring & Holiday Break Camp		
Girls On The Run*		
Adult Programs		
Active Aging		
Chair Exercise*		
Parent/Child Programs - Short Sports, Bel of the Ball, Holiday Hoops*		

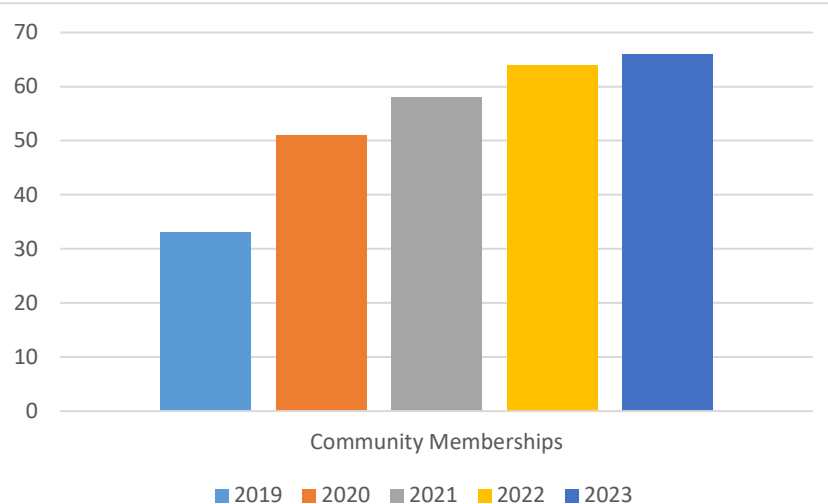
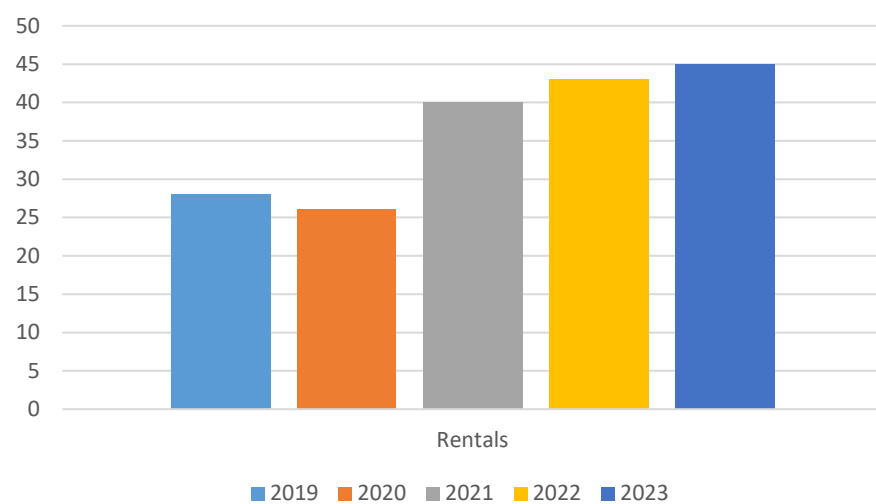
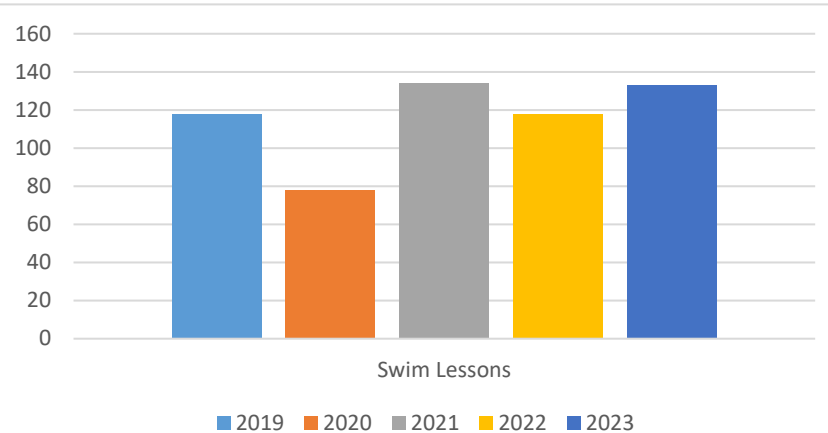
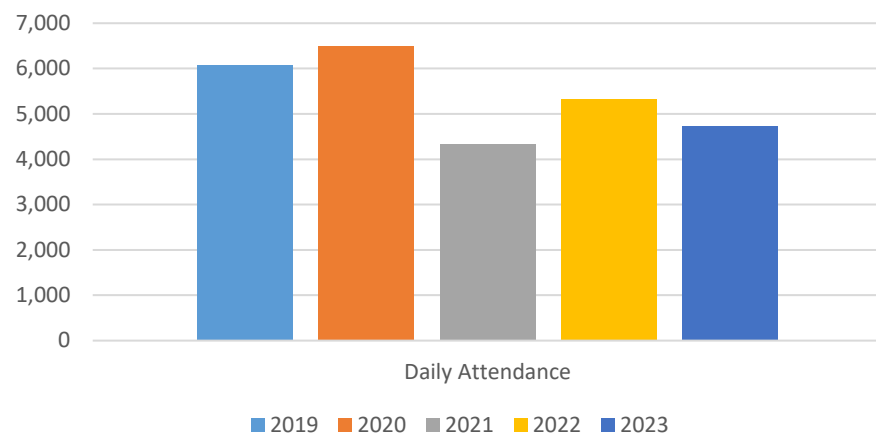
Senior Aerobics*
Taekwondo
Yoga
Youth Sports Coaches
Disic Golf Clinic

*** Cancelled**
Rec Center closed 3/18 - 6/1, 2020

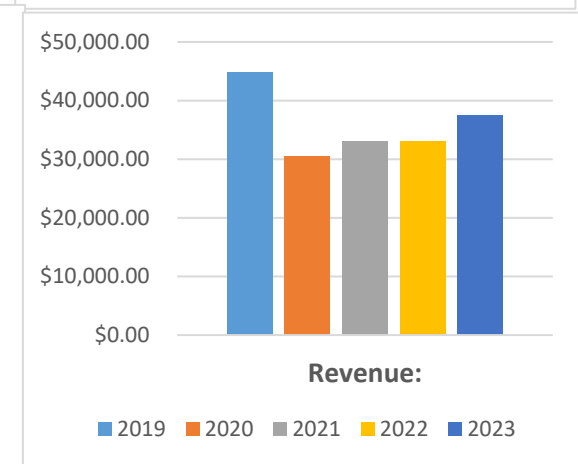
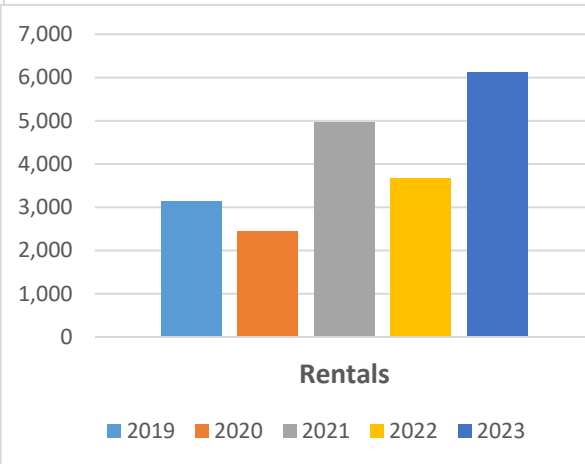
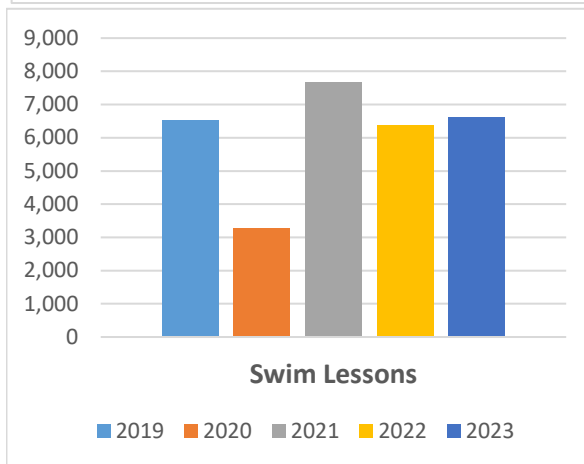
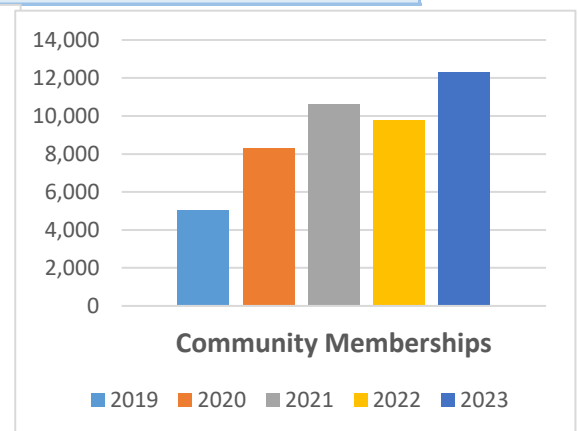
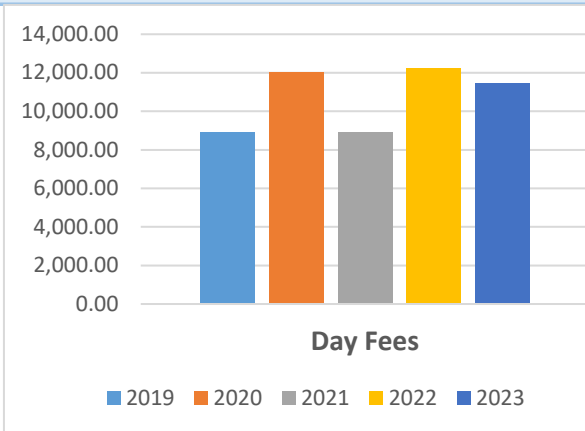
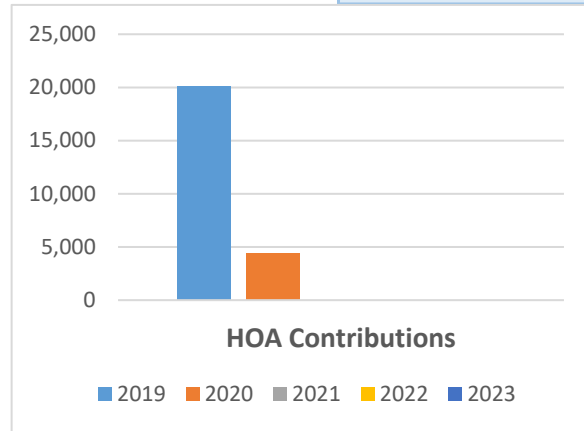
~Cancelled or reformatted in 2021

Central Park Swimming Pool

Pool Participation	2019	2020	2021	2022	2023
Daily Attendance	6,076	6,488	4,346	5,326	4,728
Swim Lessons	118	78	134	118	133
Rentals	28	26	40	43	45
Community Memberships	33	51	58	64	66



Pool Revenue:	2019	2020	2021	2022	2023
HOA Contributions	20,130	4,420	0	0	0
Day Fees	8,882.50	11,997.00	8,899.00	12,214.00	11,465.00
Community Memberships	5,035	8,306	10,623	9,786	12,290
Swim Lessons	6,510	3,260	7,680	6,370	6,621
Rentals	3,134	2,440	4,970	3,655	6,120
Concessions	1,039	0	857	1,106	1,033
Revenue:	\$44,730.50	\$30,423	\$33,029	\$33,131.30	\$37,534.00



**Event Statistics from 01/01/2023 to 12/31/2023****Filters:**

Age:>=0

Site(s):Bel Aire
Senior Center

Category	Duplicated	Unduplicated	60 and Over Guests	Under 60 Guests	Hours	Tickets
Baseline	8265	205	0	0	14,132.50	0
Education	887	110	0	0	1,031.75	0
Special Events	481	71	0	0	650.50	0
Total Event Signins	9633	261	0	0	15,814.75	0

City of Bel Aire, Kansas
Treasurer's Quarterly Financial Report
For the Fourth Quarter, Ending December 31, 2023

Section XIV, Item C.

**Revenue receipts and expenses include fund transfers.*

Fund Description	Beginnning Balance 10/01/2023	Revenue Receipts	Expenses	Ending Balance 12/31/2023
General Fund	4,030,976	1,123,302	1,976,623	3,177,655
Water Utility Fund	2,438,664	1,267,433	1,266,100	2,439,997
Sewer Utility Fund	3,294,991	830,082	917,640	3,207,433
Special Street & Highway Fund	374,089	87,164	107,423	353,830
Capital Improvement Reserve Fund	2,777,875	844,282	553,587	3,068,570
Equipment Reserve Fund	522,522	4,021	129,859	396,684
Bond & Interest Fund	2,913,011	466,105	2,659,649	719,467
Capital Projects Fund	-3,877	0	11,631	-15,508
Land Bank Fund	5,815,651	68,809	738	5,883,722
Solid Waste Utility Fund	330,479	176,341	166,289	340,532
Stormwater Utility Fund	457,789	29,604	1,908	485,485
Trustee Fund (COP & PBC)	116,023	10,347	118,507	7,863
Drug Forfeiture Funds	3,653	0	0	3,653
Capital Projects #2 Fund	3,458,354	7,016,862	2,285,807	8,189,409
Total Cash on Hand	26,530,201	11,924,351	10,195,761	28,258,792

Temporary Notes (Outstanding)	25,790,000
General Obligation Bonds (Outstanding)	35,805,000
PBC Revenue Bonds (Outstanding)	<u>13,560,000</u>
Total Outstanding Debt	<u>75,155,000</u>

I do hereby certify the above statement to be correct, to the best of my knowledge.

Deborah Appel, City Treasurer

Deborah Appel

MANAGERS REPORT



DATE: February 1, 2024
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: February 6, 2024 Agenda

Consent Agenda (Item VI)

The Consent Agenda contains only the Minutes of the January 16, 2024 City Council meeting.

Appropriations Ordinance (Item VII)

This appropriations ordinance encompasses 01/10/24 through 01/29/24 expenses and one payroll cycle. Expenditures amounted to \$1,507,600.81. Of the reported expenses, \$334,188.78 are PBC bond payments and \$533,703.19 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances (Item VIII):

Commissioner Meitzner will be at the meeting to give an update from Sedgwick County. Pete is Bel Aire's representative on the Sedgwick County Board of Commissioners.

Appoint Delegate & Alternate Delegate To Annual KRWA Meeting (Item A)

The Kansas Rural Water Association (KRWA), of which the City is a member, will hold its annual meeting on Thursday, March 28, 2024 at 8:00 a.m. at Century II. City Engineer Anne Stephens has served as the Delegate in the past and Jon Stehman has served as the Alternate delegate. Both employees would be happy to serve in these roles again if Councilmembers do not wish to attend.

Flow Meter For Sanitary Sewer Lift Station (Item B)

All wastewater from Bel Aire is channeled through a network of mains and lift stations towards CCUA for treatment. The lift station located at 53rd Street, which also directs sewage from Bel Aire to CCUA, lacks a functional metering system. The existing Badger Mag flow meter at this station, installed in 2003, has been out of operation for several years and is unrepairable. Although staff can estimate wastewater volumes based on the operational run time, a new flow meter is necessary to precisely record the total volume of wastewater being sent to CCUA. The proposed upgrade involves installing a new Badger Mag flow meter, along with compatible controls, to seamlessly integrate with Bel Aire's

existing SCADA system. This system is specifically designed and maintained by R.W. Vaught. Therefore, it is recommended that R.W. Vaught Technical Services purchase the meter and JCI undertake the installation. After JCI's work is completed, R.W. Vaught will come back out to ensure full system compatibility and functionality. The funding for this project will be allocated from the lift station operations budget within the Sewer Utility funds. Staff recommends accepting the bid from R.W. Vaught, in the amount of \$17,500, for the new Badger Mag flow meter *and* accepting the bid from JCI, at a cost of \$6,925 to install the new Badger Mag flow meter. Assistant City Manager Ted Henry and Director of Public Works Marty McGee will be at the meeting to answer questions.

Ordinance Authorizing PUD, Arthur Heights Estates (Item C)

The Planning Commission held a public hearing regarding the final plat of this Planned Unit Development in April 2023. Following the hearing, Commissioners discussed the request and agreed that this was a reasonable request and met the guidelines for recommendation of the final plat to the Governing Body. The Commission voted (by a 4-0 Motion) to recommend the final plat for Arthur Heights as presented without changes or conditions. Now the developer has finalized some details and is ready to move forward. Staff has worked with the developer to create a Development Agreement, which is also on the agenda tonight. The Ordinance to formally adopt the PUD is now before Council for final approval.

Development Agreements, Arthur Heights Estates & Hollenbeck Farm (Item D-E)

City Code requires that Developers file a Development Agreement when platting parcels within the city. The Development Agreement outlines the Developer's responsibilities before and after construction. Two agreements now come before Council for approval.

Arthur Heights Estates – An Ordinance authorizing the PUD for this development is on the agenda.

Hollenbeck Farm – The Zoning Ordinance and dedications in the final plat were approved by Council on November 21, 2023.

Master Services Agreement with PEC (Item F)

Over the past four years, the City of Bel Aire has experienced significant growth, transitioning hundreds of acres of farmland into residential developments. The rapid pace of development, which includes 14 active projects over three years, has placed a considerable strain on our limited staff. Key personnel, including Keith Price (Planning and Zoning), Anne Stephens (City Engineer), the City Manager and the City Attorney, have faced an immense increase in workload. To address these challenges, we have initiated a phased approach:

Phase 1: Upgrade the ERP system to enhance service delivery and staff productivity.

Phase 2: Provide additional support to Keith Price to handle the massive increase in building inspection requests.

Phase 3: Form a strategic partnership to address gaps in planning, zoning, and engineering.

In October of 2023, staff and members of the City Council conducted a thorough interview process to select an ownership representative for potential projects, like Integra. After careful evaluation, PEC emerged as the clear choice. In January of 2024, staff, representatives of PEC, and the City Council held a workshop to discuss the contract and ask questions.

A master service agreement with PEC offers several key benefits. First, it brings specialization by leveraging PEC's expertise in various areas, such as engineering reviews. This specialization is crucial for enhancing the quality and precision of projects. Additionally, the agreement enables existing staff to concentrate on priority areas, city-wide projects, and strategic planning. Finally, the agreement is cost-effective as it eliminates the need to hire additional staff, thereby reducing our overall expenditure while still accessing top-tier expertise. The City Manager will monitor this ongoing agreement and regularly provide progress reports detailing costs and the effectiveness of the relationship. It is recommended that the City Council approve the Master Services Agreement with PEC to foster a more effective and sustainable growth management strategy for the City.

Ordinance, Zoning Map (Item G)

Occasionally, when new land is added to the City or new Zoning Districts approved, these changes need to be incorporated into the City's official zoning map. The City's zoning map was last updated in 2019. Last year, the City contracted with PEC to update the map to include the many new Zoning Districts and annexed land. The Planning Commission then held a public hearing and reviewed the map in December 2023. The Ordinance to approve the map and incorporate it into the City Code now comes before Council. As this is a zoning matter it will require a roll call vote of the Governing Body including the Mayor. Anne will be at the meeting to answer questions.

Proposal for Geotechnical Investigation, 45th Street (Item H)

City staff and Garver are preparing to start Design work for 45th Street, Oliver to Woodlawn. As a preliminary step, a pre-construction geotechnical investigation was desired to identify any potential subsurface concerns, as well as provide pavement, base and subgrade treatment recommendations that meet KDOT requirements. The cost of this work will be included in the temp note with the rest of the project costs. Due to a recent unsatisfactory experience with one of the three main geotechnical firms in the area, staff solicited proposals from the other two main geotechnical firms. On behalf of the City, Garver reached out to both Terracon and PEC for proposals. PEC provided a letter

agreement detailing their scope of services and expected fees. Terracon provided estimated fees in the form of an email response.

After receiving both responses, Garver reached out to both firms asking for costs involved in taking additional bores – for a total of 20 each. Both firms noted that water levels would be observed after drilling. Staff/Garver inquired about the cost of leaving the drill holes open a minimum of 24 hours to provide time for the groundwater to stabilize. The 24-hour measurement was used during recent KDOT geotechnical investigations of Woodlawn. Terracon noted that leaving the drill holes open for 24 hours would incur an additional \$350 mobilization fee.

PEC's proposal is a bit more robust than Terracon's and they were more timely in their response to questions. That being said, both firms have good reputations within the industry and should be able to provide the City with a good look at the subsurface conditions and appropriate recommendations. The Proposals now come before Council for consideration.

Executive Session (Item XII)

Will need three Executive Sessions.

Agreement with Jay Hinckle (Item XII D)

Bel Aire is busy with new developments, projects and growth. Many of the departments are needing legal assistance from the city attorney. Currently, the city attorney is working on a few projects taking large portions of time. Having a part-time attorney would be very beneficial to assist with the many tasks being requested of the city attorney. The projects needing completed are not time intensive, difficult or repetitive but are time sensitive. Having a part time assistant city attorney will help department directors complete their duties thereby keeping services being delivered while limiting legal exposure. Jay Hinkel is retired, a Bel Aire resident and has extensive municipal legal experience. Although his availability is limited, he will be able to assist with research, drafting, training, and rendering assistance with procurement/property development/ordinance creation, etc.

Discussion And Future Issues- Workshop (Item XIII)

The next City Council workshop falls on February 13th at 6:30 p.m.