



**AGENDA**  
**PLANNING COMMISSION**  
7651 E. Central Park Ave, Bel Aire, KS  
February 09, 2023 6:30 PM



**I. Call to Order**

**II. Roll Call**

James Schmidt      John Charleston      David Floyd  
Phillip Jordan      Dee Roths      Heath Travnichek      Paul Matzek

**III. Pledge of Allegiance**

**IV. Consent Agenda**

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

**Action:** Motion to approve the minutes of January 12, 2023.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**V. Old Business/New Business**

A.    **VAC-23-01 Vacating 50' front setback to 25' at 4130 N Harding Ave.**

**Open Hearing**

**Close Hearing**

**Action:** Motion to (recommend / deny / table) the request to vacate the front building setback from 50' to 25' at 4130 N Harding Ave (as presented / with changes or conditions / without changes or conditions).

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**VI. Next Meeting: March 9, 2023**

**Action:** Motion to (approve / deny / table) next meeting date: March 9, 2023 at 6:30 p.m.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**VII. Director Report**

**1.) Comprehensive Development Plans**

**Staff Report**

**See attached**

A. **Staff Report**

**See attached**

**Director Report**

**1.) Comprehensive Development Plans**

**VIII. Adjournment**



# MINUTES PLANNING COMMISSION 7651 E. Central Park Ave, Bel Aire, KS January 12, 2023 6:30 PM



## I. Call to Order

## II. Roll Call

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

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

## III. Pledge of Allegiance to the Flag – Chairman Schmidt led the Pledge of Allegiance.

## IV. Consent Agenda

### A. Approval of Amended Minutes from August Meeting

**Motion:** Commissioner Roths made a motion to approve the minutes of November 10, 2022. Commissioner Charleston seconded the motion. *Motion carried 6-0*

## V. Old Business/New Business

### A. CON-22-02 Property owner has requested to allow for an accessory apartment in an R-1 Residential Zoning district.

Before the hearing was opened to the public, Chairman Schmidt read the zoning regulations for R-1 zoning to clarify allowable uses and uses that required a conditional use in that particular zoning area. He notated that accessory apartments were a part of the allowed uses through a conditional use permit. He emphasized that wording of the City Code that states “conditional uses shall be permitted in the R-1 District if reviewed and approved by the Planning Commission”.

Once Chairman Schmidt completed reviewing R-1 zoning special uses he opened the public hearing. The commission panel allowed the applicant to present the need and use of the accessory apartment and the reason for applying. The applicant stated that there was an accessory structure, or detached garage, on the property that had burned and expressed the desire to rebuild the garage and add living quarters for guests and/or aging parents.

After hearing from the applicant, citizens requested a chance to speak. Each citizen was given their chance to speak with a three-minute time limit. Sylvia Forte, 4072 N Harding Ave, was the first to speak against the proposed usage. She was not concerned with the intentions of the applicant but was concerned with the future use of the structure and its possibility of becoming a rental property. Melanie Penner, 4100 N Battin St, discussed changing existing zoning and the issues that arose with

that change. She also spoke about protective covenants that exist in Aurora Park. The next to speak was Mark Arrasmith of 4001 Harding St. He spoke of the importance of being involved and taking city matters seriously and having an open forum to allow citizens to understand the processes and be a part of the discussion. He also made a statement or request to understand the future of conditional uses and if they have a time limit before they become void. Mary Malicoat, 4150 N Battin St, was the last to speak. She was speaking on behalf of her father Robert Malicoat. She explained that as a lawyer, she believes that the City is required to approve the request if the conditional use meets the requirements in the Code.

After closing the hearing, the Planning Commission discussed the conditional use request and the concerns that were mentioned. Commissioner Floyd wanted to answer one of the questions that arose in the public hearing of the time frame of the conditional use permit and if it ran with the property. Planning Commission Secretary, Jay Cook, explained the process of the conditional use. He stated that if the Planning Commission recommended approval of the application, there would be a subsequent vote by the Governing Body for approval or denial. He also stated that before being presented to the Governing Body, there would be the opportunity for a protest petition to be filed with the City Clerk if the citizens of the notification area chose to disagree with the decision of the Commission. The vote would still go before the Governing Body but the parameters of the vote would change. After explaining this process, he stated that an ordinance would be drafted, if approved, and the ordinance would be registered with the register of deeds and stay with the property in perpetuity.

There was discussion about the size of the lot, which is 2.75 acres, and that an accessory apartment would not be a burden on the density of the R-1 lot. The protective covenants were mentioned. It was explained that the protective covenants are the responsibility of the property owners of the neighborhood and is a private document that should not be taken into consideration by the City regarding the decision to be made. The last concern that was mentioned was the wording of the Code that calls the use an “Accessory Apartment” because of the negative connotation of the word “Apartment.”

**Motion:** Commissioner Roths made the motion to recommend to allow the accessory apartment in an R-1 district for use exclusively by owner of 4046 Harding Ave or guests as presented without changes or conditions. Commissioner Jordan seconded the motion.

***Motion carried 6-0***

### **Director Report**

Planning Commission Secretary, Jay Cook, had no report to put on the record.

### **VI. Next Meeting: Thursday, February 9th at 6:30 PM**

After brief discussion the Planning Commission agreed upon February 9th, 2022, at 6:30 p.m.

**MOTION:** Commissioner Jordan made the motion to approve the next meeting date to February 9, 2022, at 6:30 p.m. Commissioner Matzek seconded the motion. ***Motion carried 6-0.***

### **VII. ADJOURNMENT**



**MOTION:** Chairman Schmidt made a motion to adjourn the meeting. Commissioner Floyd seconded the motion. ***Motion carried 6-0.***

# Affidavit of Publication

STATE OF KANSAS,  
SEDGWICK COUNTY, ss.

## Public notice

(Published in The Ark Valley News Jan. 19, 2023.)

### OFFICIAL NOTICE OF VACATION HEARING

#### TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTEREST- ED:

Notice is Hereby Given that on February 9, 2023, the City of Bel Aire Planning Commission will consider the following "vacating a portion of a plat-  
ted building setback" change as scheduled on the agenda starting at 6:30  
p.m. in the council chamber at City Hall in Bel Aire, Kansas:

**V-23-01, platted building setback lines, in an R-1 residential zoning  
district**

**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. 40th St N and N Harding

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 wish-  
es of all the persons interested in the case, the Governing Body may close  
the hearing, if approved under the City sub-division regulations, would be  
effectuated by ordinance or vacation order. The public hearing may be re-  
cessed and continued from time to time without notice.

DATED this 9th day of January 9, 2023.

/s/ Jay Cook  
Planning Commission Secretary

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 week-  
ly 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  
19th day of January, 2023.  
with subsequent publications being made on the  
following dates:

\_\_\_\_\_, 2023 \_\_\_\_\_, 2023

\_\_\_\_\_, 2023 \_\_\_\_\_, 2023

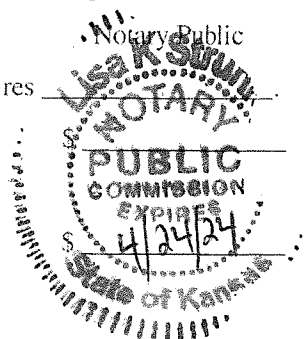
\_\_\_\_\_, 2023 \_\_\_\_\_, 2023

Subscribed and sworn to before me this 19th day  
of January, 2023.

My commission expires \_\_\_\_\_

Additional copies \_\_\_\_\_

Printer's fee \_\_\_\_\_



**APPLICATION**

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

- 
- 
- ☐ Vacate building set back From: 50 to 25
- ☐ Vacate street or alley: \_\_\_\_\_
- ☐ Vacate utility easement \_\_\_\_\_
- ☐ Vacate other \_\_\_\_\_
- ☐ Apply for Vacation in conjunction With a Conditional Use or Variance application.

**City of Bel Aire Planning Commission**

☐ Approved ☐ Rejected

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Name of owner CHAD CRITENDEN

Address 4130 HARDING Telephone 316-258-3290

Agent representing the owner \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

1. The application area is legally described as Lot(s) 3; Block(s) H, Aurora Addition, Bel Aire, Kansas. If appropriate, a metes and bounds description may be attached.

2. The application area contains \_\_\_\_\_ acres.

3. This property is located at (address) 4130 Harding which is generally located at (relation to nearest streets) 40th St & Harding.

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

SEE ATTACHED PAPER

5. County control number: 00272174

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

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

1. Applicant CHAD CRITTENDEN Phone 316-258-3290  
Address 4130 HARDINS Zip Code 67220

Agent Phone  
Address Zip Code

2. Applicant Phone  
Address Zip Code

Agent Phone  
Address Zip Code

3. Applicant Phone  
Address Zip Code

Agent Phone  
Address Zip Code

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

Chad Cuthbertson  
Applicant's Signature

BY

\_\_\_\_\_  
Authorized Agent (If Any)

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

My name is Chad Crittenden and I live at 4130 Harding St in Aurora Park (NE corner of 40<sup>th</sup> and Harding). This property is 1.1 acres that funnels down into a pie shape towards the South. I'm applying for a vacation of setbacks or permission to build into the current setbacks on the West side of my property to build a detached garage. I'm looking to put up an approximate 24'x30' detached wood structure. Due to the current city setbacks, odd shape of our lot, and extremely poor drainage on the rear of our property, I am seeking to move the setbacks on the West sides of the property to 25 feet.

Our property has very poor drainage in the rear due being the lowest back yard on the block and having significant negative grade. The back yard can't be raised much more because the view out section of the house was built too low. Our backyard holds thousands of gallons of water with a several-inch rainstorm. (See pics) Putting up a garage on the rear of the property beginning at a 50' setback will more than likely dam up water as it flows West towards Harding ST. Without significant professional grade work and an elaborate underground drainage system, building the garage there would be unfeasible. The only suitable location we can find to build is further West toward Harding St where the yard is flat. Unfortunately, the property setback on the West side of the property is 50' and 30' on the East. Our lot is deep front-to-back but not wide. This style of lot won't allow us to put a building on the side of the house like other property owners.

My understanding is that current setbacks on new neighborhoods in Bel Aire are only 25', whereas mine are 50' on the West and 30' on the East. I was told such a large (50 feet) setback was established there because of the potential for a trolley car rail system to be built in the area decades ago.

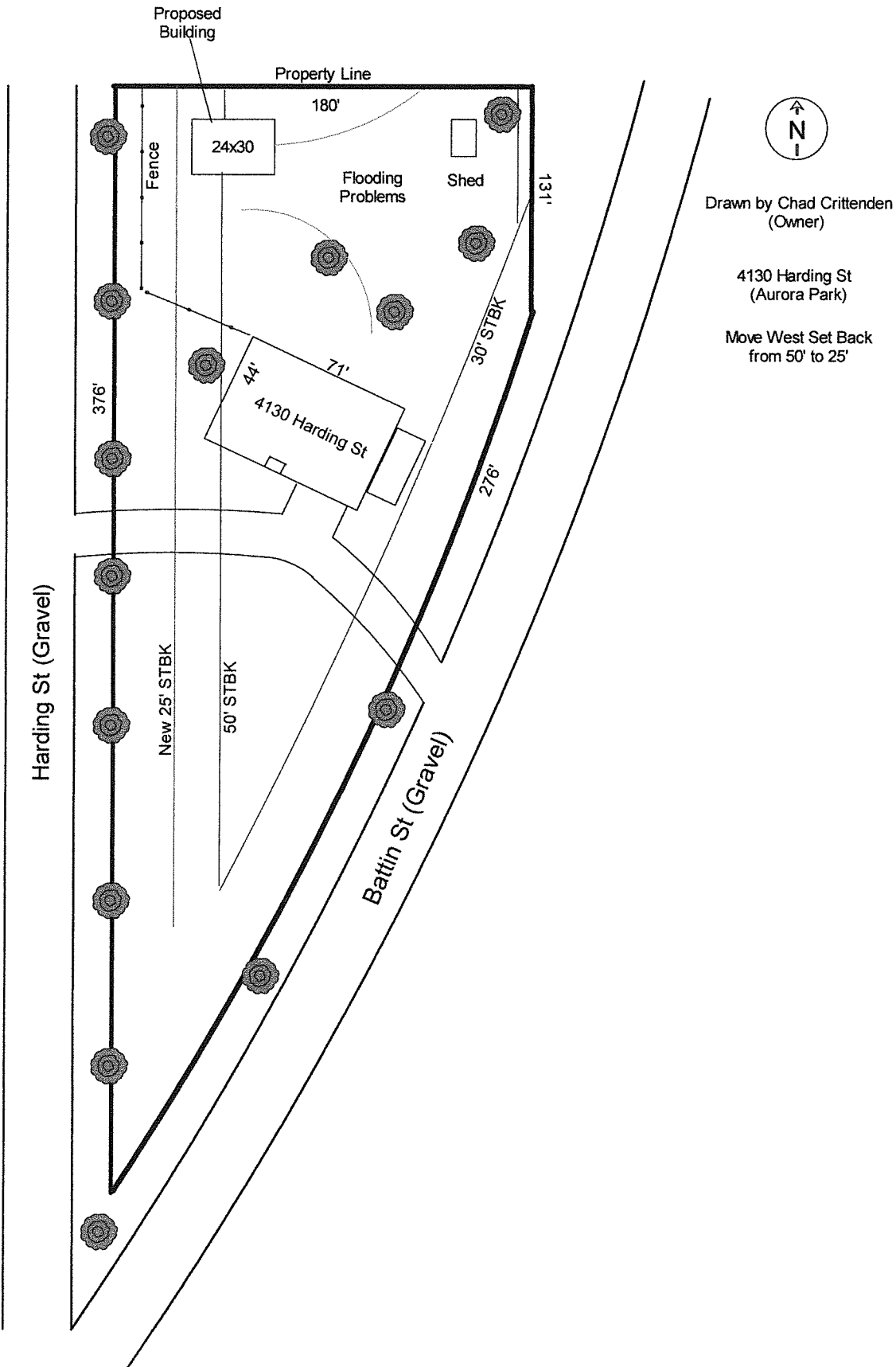
A setback at 25' on the West side of the property would allow the garage to be built on a positive grade which would improve drainage, thus eliminating the need to move fencing, tree removal, as well as avoid significant cost increases. This should also raise our property value, taxes and allow our multiple vehicles to be parked in the garage.

The garage would have the same roof style and finishes as the house. The building will probably only be 50-60% of the height of the house.

We love our property and community in Bel Aire, but a detached building is a necessity for us to stay here.

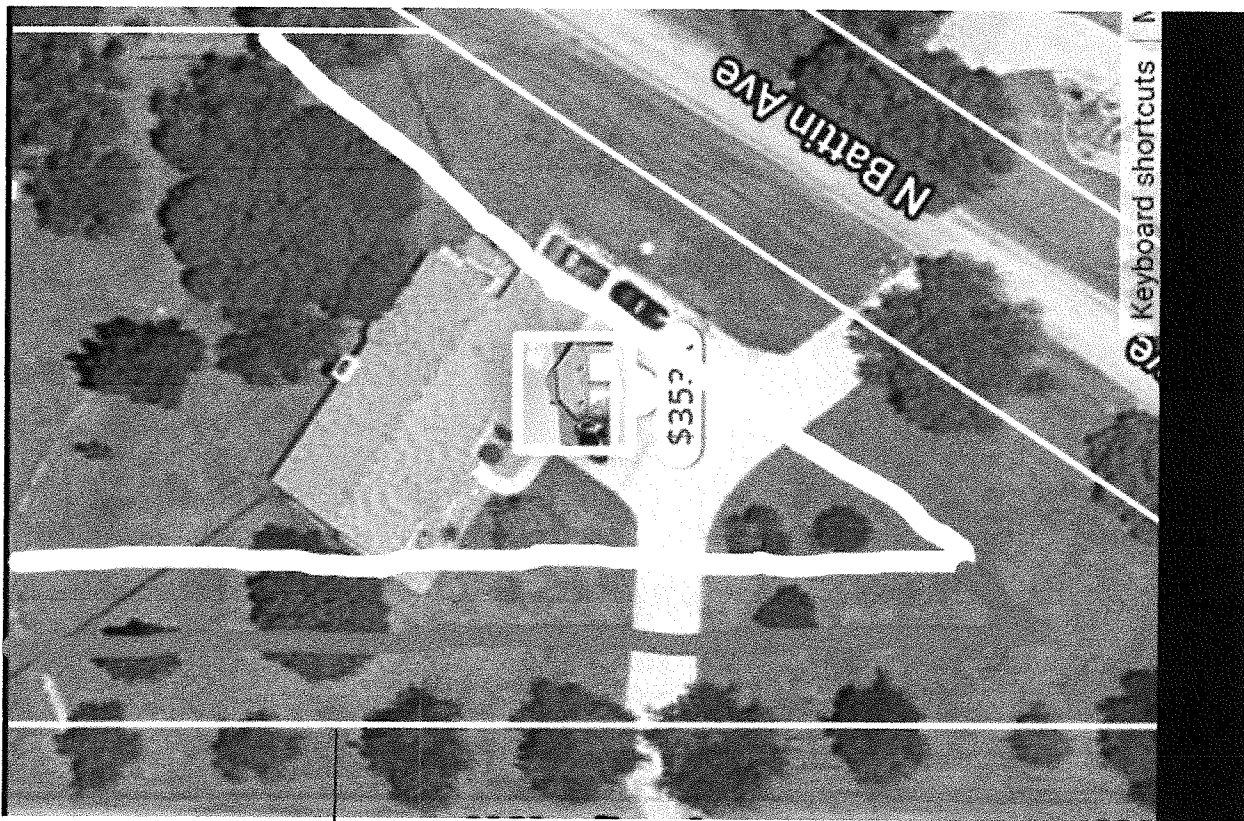
Thank you,

Chad Crittenden

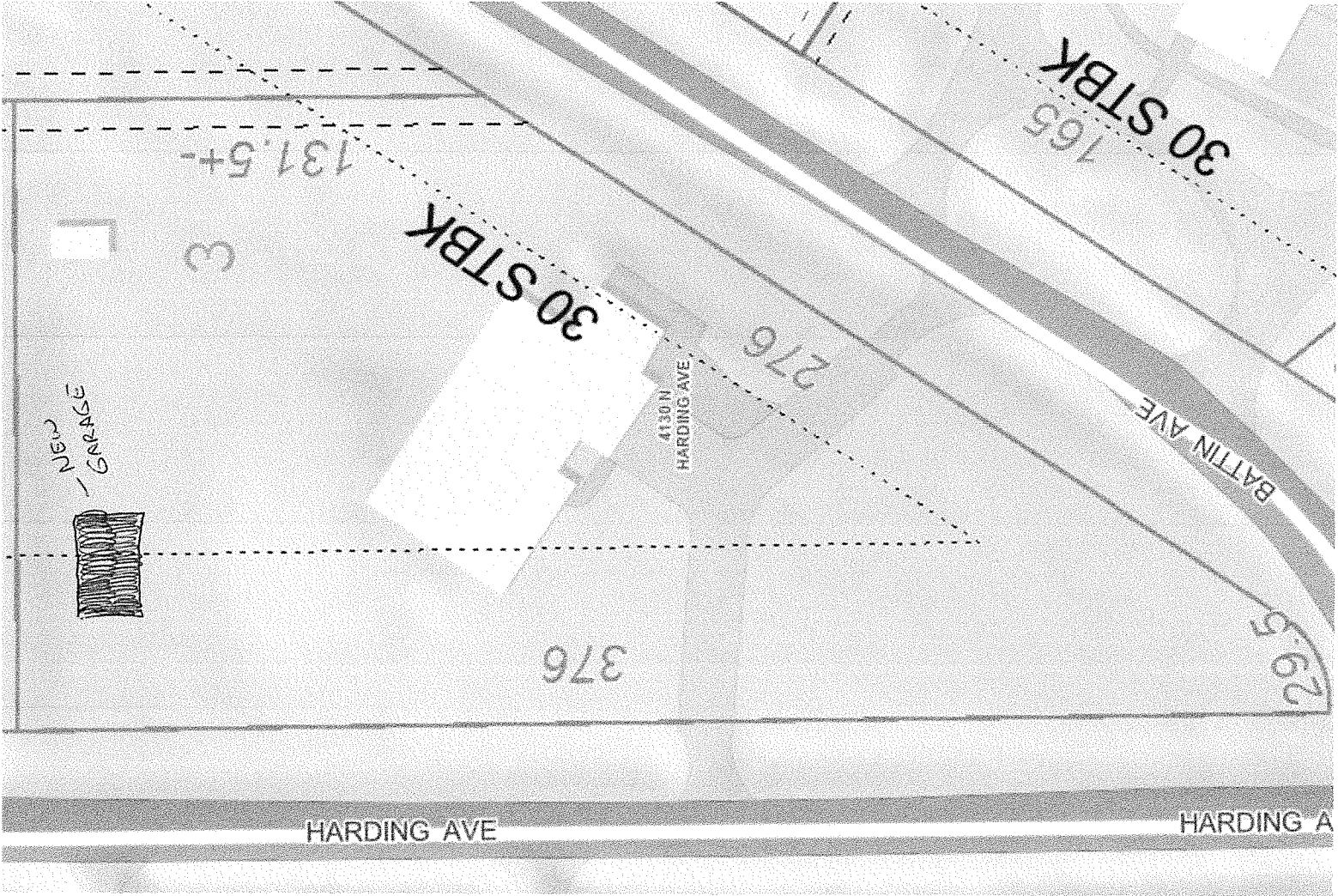


Proposed 25 ft  
SET BACK }  
CURRENT 50 ft Setback

Property  
LINE









BACK YARD with 2.5" Rain

## OWNERSHIP LIST

## PROPERTY DESCRIPTION

## PROPERTY OWNER

Lot 3, Blk H <b>Subject Property</b>	Aurora Park Addition	Chad M. & Andrea M. Crittenden 4130 N. Harding Ave. Bel Aire, KS 67220
Lot 2, Blk A	"	Dennis J. & Helen L. Beebe 4151 N. Harding Ave. Bel Aire, KS 67220
Lot 3, Blk A	"	Lighthouse Properties of Wichita, LLC 1122 E. Osie St. Wichita, KS 67211
Lot 4, Blk A	"	Victor & Olivia Stevenson 6134 E. 41 <sup>st</sup> Circle Bel Aire, KS 67220
Lot 1, Blk B	"	Logan A. & Ashley D. Schrag 4071 N. Harding Ave. Bel Aire, KS 67220
Lot 5, Blk G, & 1/20 undivided interest in Fawn Lake	"	Lincoln D. Scott 4140 N. Battin St. Bel Aire, KS 67220
Lot 6, Blk G, & 1/20 undiv interest in Fawn Lake	"	Jesus M. & Barbara M. Gonzalez 4124 N. Battin St. Bel Aire, KS 67220
Lot 7, Blk G, & 1/20 undiv interest in Fawn Lake	"	Ronald W. & Melanie R. Penner 4100 N. Battin St. Bel Aire, KS 67220
Lot 8, Blk G, & 1/20 undiv interest in Fawn Lake	"	Joseph E. & Sylvia M. Forte 4072 N. Harding Ave. Bel Aire, KS 67220
Lot 2, Blk H	"	Jackie Lee Mahan & Shirley C. Mahan 4150 N. Harding Ave. Bel Aire, KS 67220

Lot 4, Blk H	“	Sean T. & Jeri R. Matheny 4155 N. Battin St. Bel Aire, KS 67220
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We hereby certify the foregoing to be a true and correct list of the property owners of the herein before described lots within a 200 foot radius of:

Lot 3, Block H, Aurora Park, an Addition to Sedgwick County, Kansas.

as shown by the last deed of record filed in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 1st day of September, 2022, at 7:00 A.M.

Security 1<sup>st</sup> Title LLC

By: Karen K. Fuge  
Licensed Abstracter

Order: 2544464  
KJK

**STAFF REPORT****DATE: 02/02/2023****TO: Bel Aire Planning Commission****FROM: Keith Price****RE: Agenda****STAFF COMMUNICATION**

FOR MEETING OF	2/9/23
CITY COUNCIL	
INFORMATION ONLY	

**SUMMARY:****V-23-01, platted building setback lines, in an R-1 residential zoning district**

Vacation of a building setback line from 50' to 25' as shown on site plan

The city advertised the hearing in the Ark Valley newspaper and sent notices to the property owners within the required distance of 200 ft. Subdivision code section 10.04 in part below.

If the Planning Commission determines from the testimony presented that:

1. Due and legal notice has been given;
2. no private rights will be injured or endangered;
3. the public will suffer no loss or inconvenience; and
4. in justice to the petitioner(s) the vacation should be granted;

then the Planning Commission shall recommend that such vacation be approved and such decision shall be entered in the minutes, including an explanation of such decision, and a recommendation of approval shall be submitted to the Governing Body.

**Conclusion:**

Staff recommends approving the request to vacate the building setback from 50' to 25' to allow the construction of the garage and beyond to the edges of the back yard if needed. In 1952 the width of the street was platted when the Tolerville, (Missouri Pacific), Union Pacific stop for the neighborhood was a factor.

Harding street north of 40<sup>th</sup> St is a dead end with 4 households using the 60' road right of way in place. 41<sup>st</sup> street right of way isn't in the long-range plans to have a city street built to Oliver or Battin as platted. At some point 41<sup>st</sup> St right of way might make sense as a walking or bike trail but wouldn't impact on this request.

Lot 7 Block B of Aurora Park building set back was reduced by VAC-18-01 on the C-1 commercial zoned lot by 10' to 40'. The commercial use combined with a PUD process, this was left incomplete by the applicant, but the reduced setback was approved.

## COMPREHENSIVE PLAN UPDATE

City Of Bel Aire, KS

### SCOPE OF SERVICES – DRAFT

October 10, 2022

#### Task 1: Community Understanding

- Data Analysis – Multistudio will develop a data request checklist to go over with City staff and identify key information and mapping needed for the plan update. Multistudio will review the data prepared by the city staff for this section of the revised plan.
- Planning Commission Workshop - Multistudio will facilitate a Planning Commission work session to identify and confirm issues and opportunities facing Bel Aire today and anticipated in the future.
- Issues and Opportunities – based on the review of information and the Planning Commission discussion, a list and descriptions of the primary issues and opportunities facing Bel Aire will be compiled and mapped, where applicable.
- Community Survey #1 - The issues and opportunities identified will provide the basis for the creation of a community survey, non-scientific, to be electronically distributed to the community. The results of the survey will be compiled and summarized by Multistudio.

#### Task 2: Vision

- Vision and Goals – Multistudio will prepare a Draft Vision Statement and Community Goals, based on the information topics identified in Task 1. The vision will provide the desired future of the community, and the goals will provide the targets that the community will aim for as they evolve as a community, and work towards the implementation of the vision.
- Planning Commission – The Planning Commission will review, edit and confirm the Vision and Goals for Bel Aire.

#### Task 3: City Frameworks

- Principles and Policies – The vision and goals will provide the direction to address the broader issues and opportunities identified in Task 1 through the crafting of principles and policies for the City of Bel Aire. The principles and policies will also be used as decision-making criteria for future issues and opportunities that arise.
- Community Survey #2 – The community will have the opportunity to review the community vision, goals and draft frameworks through the distribution of a second survey.
- Public Open House – A community open house will be held to allow residents to review information prepared to date, including the community understanding, vision and goals, and principles and policies.

Task 4: Implementation

- Task 4 will focus on the application of the principles and polices to specific issues and opportunity areas identified in Task 1, by creating recommendations and strategies for change within the City.
- Planning Commission Workshop – The Planning Commission will review and edit a completed draft of the plan document, including the implementation section.

Task 5: Adoption

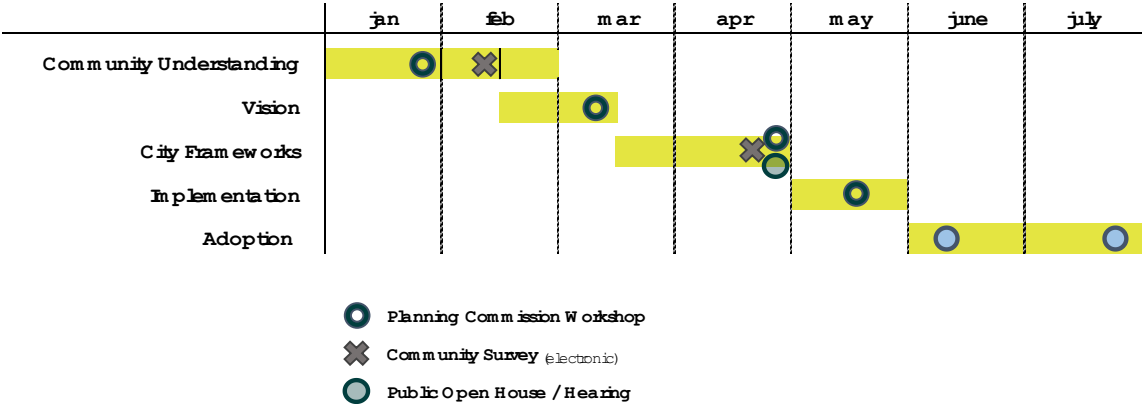
- Public Hearing Process – Multistudio will assist with the adoption process at the Planning Commission and City Council.
- Final Plan – based upon the feedback received from the public hearing process a final plan will be prepared, both hardcopy and electronic.

City Responsibilities:

The City will take responsibilities for the following activities during the planning process.

- Provide meeting space for Planning Commission meetings and public forums, if necessary.
- Compile and provide, or provide access to, necessary information as requested by Multistudio, including mapping information.
- Staff will review and comment on draft plans.

PROJECT SCHEDULE



FEE ESTIMATE:

Task 1: Community Understanding	\$7,660
Task 2: Vision	\$4,690
Task 3: City Frameworks	\$12,025
Task 4: Implementation	\$9,090
Task 5: Adoption	\$3,090
FEE:	\$36,555

EXPENSES*:	\$3,260
<hr/>	
TOTAL FEE:	\$39,815

\* Expenses identified are a not-to-exceed amount for the planning process.

**Additional Services:** (At the request of the City of Bel Aire)  
If additional workshops or meetings with the Planning Commission or public are necessary to inform the implementation recommendations, those services will be scoped and billed at an agreed up on amount between the City and Multistudio.





December 15, 2022

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

Reference: AGREEMENT for Bel Aire Comprehensive Land Use Plan  
Bel Aire, Kansas  
PEC Project No. 31-227328-003-002564

Dear Mr. Lasher:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to Company (“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.

**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. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Kristen Zimmerman, AICP  
Community and Regional Planner

KEZ:cds

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  , Signatory

Printed Name: Benjamin M. Mabry, PE

Title: Principal/Municipal Transportation Division Manager

Date: December 15, 2022

ACCEPTED:

CITY OF BEL AIRE

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### A. Project Description:

1. The Project shall consist of providing planning services in support of CLIENT's update to its Comprehensive Land Use Plan, including a Community Action Plan Phase 1.

### B. Anticipated Project Schedule:

1. PEC shall commence its services on the PROJECT within seven (7) days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT agree that the scope of services will be completed in accordance with a mutually agreed upon schedule.
3. 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.

### C. Project Deliverables:

1. Comprehensive Land Use Plan Update (in .pdf format) containing the following:
  - a) Community Growth Assessment.
  - b) Community Growth Decision Making Framework.
  - c) Infrastructure Assessment.
  - d) Existing and Future Land Use Maps (2D).
  - e) Future Land Use Visualizations (3D).
  - f) Community Action Plan Phase 1:
    - i. Community Profile.
    - ii. Summary of Community and Stakeholder Input.
    - iii. "What's Important To Us" Handout.

### D. Scope of Services:

1. Comprehensive Plan Update:
  - a) Carryout a Community Growth Assessment – high level evaluation of significant factors that will impact economic development opportunities
  - a) Review current development related regulations, processes, and policies. Develop a decision-making framework for evaluating future development proposals and land use changes.
  - b) Complete an Infrastructure Assessment by reviewing existing infrastructure plans, soliciting input from City staff and City Engineer, and incorporating results from the Sanitary Sewer and Water Distribution Master Plans.
  - b) Assist CLIENT in developing cost estimates (by an engineer licensed in the state of Kansas), and draft an infrastructure-specific Capital Improvement Plan.
  - c) Develop an existing land use map and future land use map, and growth/redevelopment areas in 3D
  - d) Compile all previous deliverables into a summary document, along with summary of process and list of participants.
  - e) Assist with Plan Update adoption process

2. Community Action Plan Phase 1 - Set Priorities:
  - a) Perform cursory review of previous plans, community surveys, City policies, and recent news articles.
  - b) Facilitate a joint listening session with City Council and Planning Commission to review the existing guiding principles, vision, values, and compile candidate priorities.
  - c) Solicit input from area stakeholders including schools, developers, and community groups, anticipate a maximum of 10 individual meetings.
  - d) Solicit public input at a local community event.
  - e) Compile a Community Profile - a short summary of the key demographic, population, and economic information and for Haysville.
  - f) Facilitate a workshop with City Council to finalize priorities.
  - g) Summarize agreed upon priorities into a "What's Important to Us" document.
3. Project Management:
  - a) Provide project correspondence and consultation with CLIENT.
  - b) Provide quality control review prior to submission of project deliverables.

**E. Additional Responsibilities of CLIENT:**

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

1. Attend all PROJECT progress meetings.
2. Coordinate among City staff for infrastructure assessment input.
3. Promote the public engagement opportunity.
4. Write and send correspondence for meetings with City Council, Planning Commission, public, and stakeholders.

**F. Additional Services:**

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

1. Community Action Plan Phase 2 - Chart Course.
2. Community Action Plan Phase 3 - Make Progress.
3. 3D Views of Existing Land Use.
4. Provide site / corridor / area concepts.
5. Provide design guidelines.
6. Additional services associated with an expansion of the PROJECT or increase in PROJECT site and construction cost.

**G. Exclusions:**

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

1. Printing costs.
2. Outside consultants.
3. Engineering design services.

**H. PEC's Fees:**

1. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$62,000.00.**
2. 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.



January 2, 2023

Jay Cook  
City of Bel Aire, KS  
jcook@belaireks.gov

RE: Bel Aire Comprehensive Plan  
RDG Planning & Design No. P3005.911.00, File No. 2.0

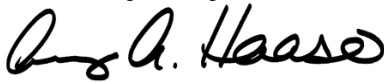
Dear Jay:

On behalf of RDG Planning & Design, I am pleased to submit a scope and fee for update the Bel Aire Comprehensive Plan. This is an exciting opportunity for the city to work in partnership with its residents to develop a vision for the community that is focused on action and implementation. The scope and fee are just a starting point and we hope they provide a level of detail that assists in your budgeting and planning process.

Our work is mission-driven and based on a commitment to improving the quality and viability of communities. We believe that no one will work harder or with a greater commitment to the good of Bel Aire. If you have any additional questions please reach out at any time.

Sincerely,

RDG Planning & Design



Amy A. Haase, AICP  
Principal

AH

Enclosure: Scope and Fee

## scope of services



Our approach is focused on document creation through community involvement. While there are standard requirements and best practices to meet in a comprehensive plan, Bel Aire's plan should focus on the city's key challenges and its strengths.

Ultimately, the city's comprehensive plan should be designed and drafted to provide guidance and inspire the community. Our approach can be broken down into three core elements:

- Where are we now?
- Where do we want to go?
- How do we get there?

We propose confirming the detailed work program at the start to meet milestones, create expectations, and advance the project on time.



### PART I: COMMUNITY ENGAGEMENT

The community engagement strategy uses a variety of techniques to interact with Bel Aire's stakeholders and define a shared vision for the future. This extensive level of public engagement empowers people to work together as partners throughout the planning process. The strategy can and should be refined. Without a strong engagement process, we believe that the plan's momentum cannot be fully realized.

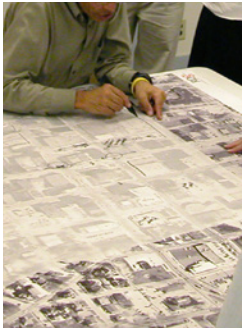
#### 1.1 COMMUNICATIONS PLAN

RDG will tailor the communications plan with city staff before the start of the project. Elements of the communications plan must be considered carefully to design an effective process that maximizes the city's resources and community participation. The process should include a spectrum of tools:

- A. **Project Branding and Marketing.** The project needs a recognizable identity that is reinforced throughout the entire process. PowerPoints, posters, a website, and the publication need to share the brand.
- B. **Steering Committee.** The steering committee meets regularly to provide direction, mid-course correction, and review deliverables.
- C. **Technical Committee.** The project team will meet with staff on a regular basis, often starting with weekly meetings, then meeting on alternate weeks. This group, comprised of dedicated professionals, will manage the project, schedule, and review content in the greatest detail.



## scope of services



- D. **Online Tools.** E-mail blasts, social media, instant polls, surveys, and discussion forums contribute to sharing ideas, concepts, and receiving feedback. Task 1.2 identifies specific online techniques.
- E. **On-site Tools.** More traditional methods of attracting the public to meetings such as fliers, posters, postcards, business cards, letters, and ads can be used. The heart of the process, our on-site engagement tools build excitement about the future and often empower individuals to action. Task 1.3 identifies these opportunities and events.

### 1.2 ONLINE INTERACTIVE FORUMS

Online tools can engage people from their home, office, or cafe. We propose the following elements:

- A. **Project Website.** Our team use Social Pinpoint to gather community input and share information on the planning process.
- B. **Social Media Content.** RDG can schedule and create content for existing social media forums.
- C. **Survey Monkey.** RDG will develop a questionnaire to understand community perspectives of city operations, services, and quality of life. The results of this questionnaire can be compared with other community input to identify trends, issues, and opportunities.



### 1.3 ON-SITE MEETINGS

- A. **Committee Kick-off Meeting.** This initial meeting will establish principles and objectives for the study area and help refine the specific objectives of this plan.
- B. **PUBLIC WORKSHOP #1: Kick-off Meeting (Town Hall) and Community Roundtable.** The kick-off meeting is an opportunity for the public to understand the value of planning for Bel Aire. RDG will host a community roundtable discussion, inviting the public to participate in identifying goals, issues, and aspirations with their peers.
- C. **Listening Sessions.** Working with the Steering Committee and the city, RDG will identify stakeholders and conduct a two- to three-day program of listening sessions. We frequently use this technique on a variety of projects and find it uniformly indispensable in helping us know the people and understand the special issues and challenges that they experience.
- D. **Student Engagement.** RDG can tailor an engagement activity with students in the planning process. This program has been successfully used with other communities and provides a direct connection with a group that is literally the next generation. We believe in the value of student



## scope of services



engagement as a way to build civic engagement, to retain the next generation of residents, and the impact of the youth to engage their parents.

- E. **Other Meetings & Events.** We pride ourselves on maximizing community involvement throughout the process. During planned visits, we will meet other regulatory and advisory groups, such as student groups, business associations, and clubs. Presentations may be 10 minutes to describe the project and process, or up to one-hour discussions. If desired, we can enlist interpreters for special events.
- F. **“Meeting in a Box.”** In recognition that not all stakeholders will come to a public meeting, we provide multiple ways for people to engage in the planning process - a “meeting in a box” is one such method for established organizations, coffee chats, and sub-committees. A “meeting in a box” is a self-contained guide to facilitating discussions about the future of the city that allows diverse groups to host their own meetings (or be facilitated by city staff) and return to the planning team with public input.
- G. **Steering Committee Design Studio.** See Task 3.2.
- H. **PUBLIC WORKSHOP #2: Community Design Studio.** See Task 3.2.
- I. **PUBLIC WORKSHOP #4: Implementation Summit.** See Task 3.4
- J. **Open Houses and Celebration.** See Task 3.5.
- K. **Approval.** By the time the plan is ready for adoption, approval should be a formality with all planning commissioners and council members having been engaged in the process.

### **DELIVERABLE: GOALS AND PRINCIPLES REPORT**

RDG will provide a report that summarizes the results from the public engagement process and articulates emerging themes for incorporation in the comprehensive plan.

## scope of services



### PART 2: BEL AIRE TODAY - WHERE ARE WE TODAY?

This component of the plan identifies existing conditions and contexts. This provides the facts and trends. All data will be collected in ArcGIS and made available to the city.

#### 2.1 FOUNDATIONAL DOCUMENT REVIEW

There is no reason to “recreate the wheel” when it isn’t necessary. Many plans and studies have been completed in the past few years and these will help establish “where we are today.” This will save time, money, and help leverage the effort and energy that went into past planning efforts.

#### 2.2 ECONOMIC AND DEMOGRAPHIC TRENDS

This component includes a review of population and economic factors.

- Review of population change, growth rates over time, and health.
- Analyze growth and migration trends, including growth rates, historic migration patterns, age cohort changes, school enrollment, and birth rates.
- Population forecast scenarios, based on growth rate and migration models.
- Employment and income analysis.
- Assess relative economic strengths and weaknesses, both quantitative and qualitative.
- Assessment of current economic development policies and their impact.

#### 2.3 COMMUNITY HEALTH

This component includes a review of Bel Aire’s well-being and health, summarizing existing data and policy recommendations.

#### 2.4 HOUSING AND NEIGHBORHOOD DEVELOPMENT

This component includes a review of Bel Aire’s existing and future housing.

- Inventory the taxonomy of neighborhoods and needs through discussion and fieldwork.
- Review economics of housing, including the comparison and analysis of changes in housing occupancy and density.
- Mapping of major development areas.

#### 2.5 PARKS AND NATURAL RESOURCES

This component will include the following components.

- Identify and map important park, environmental, geographic, and historic features, including topography, soils, water-bodies, wetlands, drainage system, and flooding areas.
- Create an environmental basemap and identify natural areas to preserve and to mitigate flooding.
- Set goals for preservation and/or mitigation of development effects on natural areas and agricultural land.

#### 2.5 LAND USE INVENTORY AND URBAN DESIGN

Using existing GIS data, RDG may field verify and complete a closer analysis of land uses. An assessment of the land uses within the urban fringe will also be completed. This task includes additional fieldwork by bike to inventory the city’s form, appearance, art, and identity.



## scope of services



### 2.6 TRANSPORTATION ISSUES AND CHANGES

The transportation planning elements will provide a set of strategies to meet Bel Aire's long-term mobility, safety and connectivity needs. The plan will assess the current and emerging trends for the multi-modal system, identify improvement opportunities, and outline policies, strategies, and guidelines. This plan will build upon concepts and recommendations of previous efforts and our knowledge gained through the Walkable Development Plan.

### 2.7 PUBLIC FACILITIES REVIEW

Each facility manager will complete a questionnaire and attend a discussion group. Results will reveal current deficiencies (real and perceived) and ability to meet future growth. Based on responses to the questionnaire, the team will interview facility managers as needed.



### 2.8 UTILITY REVIEW

Review and analyze existing infrastructure conditions and provide recommendations on improvements needed to continue to support future growth in the Bel Aire area.

- Planning-level summary of current water, wastewater, and storm sewer systems, including a review of any recent master plans and facility plans.
- Planning-level assessments of the capacity for expansion of public utilities, including water treatment, storage & distribution, storm sewer, sanitary sewer, and waste water treatment facility.

### 2.9 OPPORTUNITIES AND ISSUES

RDG will develop an opportunities map for review by the Steering Committee.



### DELIVERABLE:

- Bel Aire Today report, including initial findings and policy options.

## PART 3. BEL AIRE TOMORROW – WHERE DO WE WANT TO GO?

The Development Concept process uses the detailed data collected in Part 2 to determine historic absorption rates of residential, commercial, industrial, and public land in the city. Combined with the input of residents regarding community issues and quality of life features, a unified Development Concept Plan for the city is developed through a highly participatory process.

### 3.1 FUTURE LAND DEVELOPMENT NEEDS

RDG will calculate future growth needs for residential, commercial, industrial, mixed-use, and civic land by analyzing projected growth and the operation of commercial and housing markets.

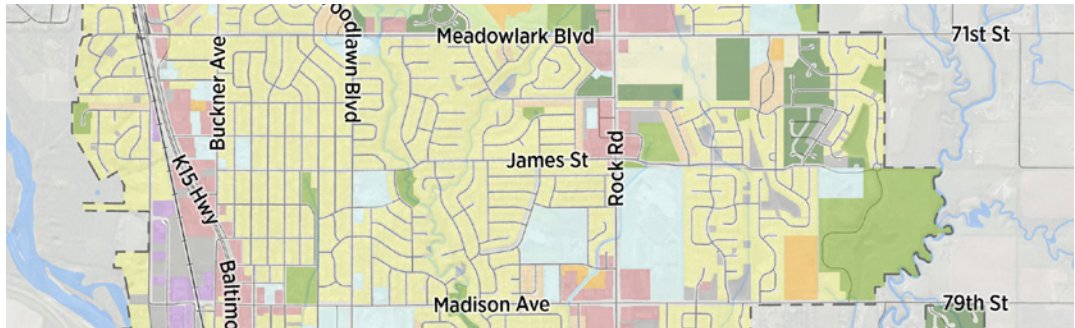
### 3.2 DEVELOPMENT CONCEPT - DESIGN STUDIO

The City Development Concept provides a design for the community that is then realized through other parts of the Comprehensive Plan. The concept goes beyond general land use maps by including specific development plans for how Bel Aire can “connect the dots” with roads, trails, redevelopment and infill development, and other investments.

The studio will consider such issues as development yield, open space and greenways, street patterns, and development design. These specific plans illustrate how development might occur in new growth areas but also strategies for strengthening existing neighborhoods.



## scope of services



We will involve both the Steering Committee and the general public in a highly participatory process to prepare and refine the Development Concept to guide the future development of Bel Aire.

- A. **Steering Committee Design Studio.** This hands-on workshop engages the committee in the design of the future of Bel Aire. We guide the committee in developing a land use concept for the city's future growth and form, and we can define areas of agreement and difference.
- B. **Community Design Studio.** A three-day interactive design studio (charrette) is the venue for much of the land use planning, building on the work completed by the committee. This studio will focus on generating land use scenarios and development framework.



### 3.3 DEVELOPMENT CONCEPT - PREFERRED SCENARIO

RDG will refine the development concept into a future land use map. Land use plans can be imported into an interactive mapping tool for technical committee members to provide direct comments and recommendations for areas.

#### DELIVERABLES: SCENARIOS

- Concept plans and graphics, with supportive narrative posted on the project website.
- Land Use and Development Concept.
- Special Area Concepts.

### PART 4: COMPREHENSIVE PLAN ELEMENTS - HOW DO WE GET THERE?

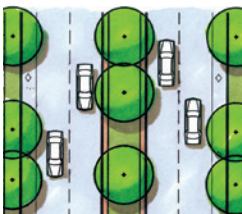
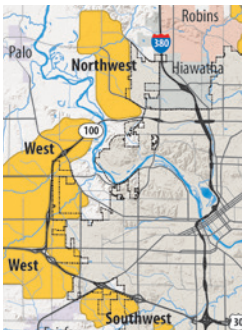
The plan elements translate to policies that will implement the community vision and achieve the preferred development concept. The goals and principles define the program and design of the city; the specific plan elements are the systems that help the design come to life. Sustainability (health, environment, and economics) threads all elements of the plan together and can become a stand alone chapter if desired.

#### 4.1 LAND USE

The land use plan refines the City Development Concept into a Future Land Use Plan. The plan includes:

- A. **Land Use and Policy Areas.** This analysis examines planning and land use issues within the established city and growth areas. Areas of consideration include full use of under-utilized parcels, potential redirection or redevelopment of obsolete land uses, neighborhood conservation and stabilization issues, land use conflicts, and areas of special community character and significance.
- B. **Future Land Use Map and Subarea Studies.** The future land use plan will indicate both the city-wide plan and the specific area plans for the deployment of residential, commercial, industrial/

## scope of services



employment center, and mixed-use space. Increasingly, we find that a land use map illustrating single-use districts offers little flexibility to decision makers and invites frequent comprehensive plan changes. To solve this problem, we developed a land use planning system that groups together ranges of uses, based on similar intensity and operating effects. This “spectrum of uses” approach gives users a more realistic guide for development.

### 4.2 TRANSPORTATION AND MOBILITY CHOICES

The team views this as a key formative system that will address the street network and alternative modes, including pedestrian, bicycle, and transit.

- A map of the future transportation network.
- Perform planning-level assessments of street capabilities to support identified growth areas. This includes evaluating the regional travel model output for street capacity / issues / growth trends.
- Select roadway cross-sections and corridor preservation policies ensure future roadway network functionality. The cross-section standards will accommodate choices for mobility as the system continues to build-out.
- Infrastructure sustainability is critical and maintenance should be considered an equal partner to transportation planning efforts. Maintaining and rehabilitating infrastructure at appropriate times saves dollars in the long term.
- Identify strategies, initiatives, and policies needed for plan implementation.
- Active transportation strategies.

### 4.3 PARKS, TRAILS, NATURAL AREAS, AND GREENWAYS,

Bel Aire’s park system is a major asset and should be viewed not only as a basic quality of life amenity but also as a catalyst for investment and reinvestment. The element will integrate the findings of recent park plans and focus on the role of parks as a basis for neighborhood revitalization.

- Integrate past and current planning efforts.
- Stormwater management strategies for best practices.
- Use population and growth forecasts to update predicted parks and recreation needs. This includes park demands by geography for healthy lifestyles and diverse population.
- Locations of parks and greenways. Park facility location is related to the city development concept and the demand for additional park space.
- Trail and pedestrian system, coordinated with the Bike and Pedestrian Plan.



## scope of services



### 4.4 COMMUNITY FACILITIES AND PUBLIC INFRASTRUCTURE

The analysis includes a review of public property and infrastructure by interviewing city staff to define facility adequacy, ability to provide service into the future, and rehabilitation needs.

- Compare technical analyses with input received from other studies and plans to determine suitability of existing infrastructure to support future land use projections.
- Propose planning-level analysis of additional capacity improvements necessary to support future land use plan.
- Identify needs for facilities and buildings, including public works maintenance facilities. Recommendations take into account the need for relocation, new facilities, and the potential to reuse existing facilities or properties.
- Identify needs for public safety services. This review considers police, fire and EMS in view of existing and projected needs.
- Service relationships with school systems.
- Perform planning-level analyses of each service to identify future opportunities for capacity, condition, and new service improvements.

### 4.5 COMMUNITY CHARACTER AND DESIGN

The urban design element is closely related to the other elements. The policies and actions recommended related to urban design will be driven by the public input process but may include the following elements:

- The **green** environment, including the relationship of the city's major open space to each other and the surrounding neighborhoods.
- The **transportation** environment, addressing the experience of traveling through and around the city (by car, bike, or foot). This element considers gateways, wayfinding, street design, and similar features.
- **Neighborhood** character, focusing on the design and density of proposed residential neighborhoods, and developing concepts that strengthen established areas. In developing areas, these factors will include the mix and target densities of various forms of housing projects and the transitions between them and to commercial areas. Well reasoned and practical principles within the comprehensive plan can provide a good foundation for staff to work from.
- **Civic** character, addressing key focuses in the city's designed public environment, such as image features and thematic consistency.
- **Historic** character, addressing the historic and cultural resources of the city. Our approach is pragmatic and focused on the economic benefits of preserving and leveraging historic character. The success of this approach is evident in downtown districts and historic neighborhoods across the Midwest which have seen a resurgence.

## scope of services



### 4.6 HOUSING, NEIGHBORHOODS, AND COMMUNITY DEVELOPMENT

This component considers housing and neighborhood issues in Bel Aire and establishes an implementation-based housing and neighborhood conservation policy.

- Review of recent and current housing activity, using and expanding information gathered during the previous planning processes.
- Neighborhood conditions, including a general review of housing and neighborhood conditions based on perceptions of housing conditions, site maintenance issues, streets, sidewalks, infrastructure, and physical design and appearance. This considers the number of vacant lots throughout the city.
- Housing needs to achieve overall city housing objectives and needs by type and cost.
- Housing and neighborhood implementation program, addressing such issues as available sites, mix of housing types, and neighborhood rehabilitation needs.

### 4.7 OPTIONS

#### ENHANCED SUBAREA PLAN ELEMENT

An enhanced subarea or special district element would leverage the momentum created through development and redevelopment efforts. The enhanced element would provide greater insight into physical and market conditions. This subarea element may also include additional design concepts and 3-dimensional renderings, additional guidance on incentive programs, and analysis. Also, the city might desire specific code for redevelopment areas, overlays, and the entire zoning code. The scope of the enhanced element can be tailored to your needs.

#### ENHANCED IMPLEMENTATION ELEMENT

We pride ourselves on creating plans that can be easily implemented by our clients. We provide an implementation schedule that is prioritized by ease and urgency that is valued by our past clients, this is included in the base scope. The enhanced implementation element would take this to the next step with greater insight into project costs, greater discussion on how to implement the individual projects like annexation, drafting specific development codes, and more case studies from communities that have successfully implemented similar projects.

#### DELIVERABLES:

Maps, narrative, and illustrations to communicate the plan.

## PART 5. IMPLEMENTATION STRATEGIES

### 5.1 IMPLEMENTATION WORKSHOP

RDG will host a workshop with the steering committee to review key plan concepts and recommendations before the formal approval process. During the implementation workshop, the team works with participants to establish a set of criteria for determining the priority level of proposed projects. These priority criteria will be matched with the vision established in the community engagement process, and used to recommend phasing for projects. We will discuss how city council members, commission members, and city staff can use the plan and discuss plan maintenance and annual review.

### 5.3 GROWTH STAGING AND ANNEXATION PLAN

The Bel Aire Plan will include recommendations for growth staging. The program will be based on market demands and tied to the infrastructure and city services review of the plan to ensure the logical expansion of those facilities.

## scope of services



### 5.3 REGULATORY REVIEW

RDG will review current zoning and subdivision ordinances and identify segments that are inconsistent with the development principles of the comprehensive plan.

### 5.4 COMMUNITY OPEN HOUSE

In the same way that people are the soul of the plan, they must be excited about the plan to make it a reality. Community celebrations are an effective way to create excitement about the future of the city and how it can be brought to reality. An open house meeting will invite the public to review a draft of the plan and provide feedback. RDG will use this feedback to revise the plan before formal approval.

### 5.5 PLAN REVIEW AND UPDATE

Milestones will be identified to track the plan's implementation, along with indicators that will track changes that may warrant modifying the implementation schedule. These milestones and indicators will be established during the Implementation Workshop. Milestones need to be realistic. As such, the implementation section will focus on how to best leverage resources to maximize results.



## PART 6. PUBLICATION

We believe that a plan must be attractive and user-friendly to be implemented to its full potential.

### 6.1 PUBLICATION AND FILES

The plan will be user-friendly and graphic-focused, with maps, graphs, photos, and renderings used to illustrate the main points.

- An executive summary, written for a general audience, will be provided along with the full document. We will provide a digital copy of the plan in PDF. The industry standard for publishing plans is InDesign, creating a more engaging layout for graphics and narrative.
- A hardcopy of the plan and coordination for reproduction of the plan at a local printer.
- GIS and other map files.
- Renderings and graphics - high-resolution version.

### 6.2 POSTERS AND PRESENTATIONS

A copy of the posters and presentations will be available for use by the city or local groups.



## cost estimate



### ESTIMATED COST OF SERVICES

We pride ourselves on working closely with our clients to create projects that are designed to meet their unique needs and would be pleased to tailor the scope of services to better match your needs.

**Estimated Fee:** \$125,000