



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
June 18, 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: John Barkett

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Approval of Minutes of the June 4, 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. 24-11 in the amount of \$574,734.28.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 24-11.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

A. Councilmember Justin Smith - Service Recognition

B. Tamara Blackwell, Miss Wheelchair Kansas 2024

C. Bob Henthorne and Ben Mabry, Professional Engineering Consultants - Woodlawn

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

X. REPORTS

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

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of a Letter of Intent to Issue IRB's and Provide Other Incentives for Phase 2 of Bel Aire Industrial Park commercial strip center project (WAM Investments, Phase 2).

Action: Motion to (approve / deny / table) a Letter of Intent to Issue IRB's and Provide Other Incentives for Phase 2 of Bel Aire Industrial Park commercial strip center project (WAM Investments, Phase 2) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration of a Notice of Hearing regarding Issuance of Industrial Revenue Bonds For The Purpose Of Financing The Acquiring, Constructing And Equipping Of A Commercial Facility To Be Located In The City (WAM Investments, Phase 2).

Action: Motion to (approve / deny / table) publication of a Notice of Hearing regarding Issuance of Industrial Revenue Bonds For The Purpose Of Financing The Acquiring, Constructing And Equipping Of A Commercial Facility To Be Located In The City (WAM Investments, Phase 2).

Motion _____ Second _____ Vote _____

C. Consideration of an Agreement with Garver for the Design, Construction Staking and Construction Observation Services for the Skyview 2nd, Phase 2 water, sanitary sewer, drainage and street projects in the amount of \$309,296, Not to Exceed.

Action: Motion to (accept / deny / table) the Agreement with Garver for the Design, Construction Staking and Construction Observation Services for the Skyview 2nd, Phase 2 water, sanitary sewer, drainage and street projects in the amount of \$309,296, Not to Exceed and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XII. APPOINTMENT TO CITY COUNCIL

A. Consideration of confirming the Mayor's appointment of _____ to fill the seat vacated by Justin Smith. The seat will be up for re-election in November of 2025.

Action: Motion to (confirm / deny / table) the appointment of _____ to fill the seat vacated by Justin Smith.

Motion _____ Second _____ Vote _____

B. Oath of Office for New Councilmember.

XIII. EXECUTIVE SESSION

A. Action: Motion to recess into executive session to discuss CCUA negotiations pursuant to K.S.A. 75-4319(b)(2): for legal consultation with the City Attorney which would be deemed privileged in the attorney-client relationship. Invite the City Manager and the City Attorney. 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 go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, 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 _____

XIV. DISCUSSION AND FUTURE ISSUES

A. Upcoming Council Meetings:

July 2, 2024 - regular City Council meeting, 7:00 p.m.

July 11, 2024 - City Council Budget Workshop, 6:30 p.m.

XV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

- A.** Finance Report - May 2024
- B.** Public Works Report - May 2024
- C.** Rec, Pool & Senior Activities - May 2024
- D.** City Manager's Report - June 18, 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.belairesks.gov and on YouTube. Please make sure all cell phones and other electronics are turned off and put away.



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
June 04, 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 Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Mark Posson provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. PROCLAMATION

A. National Flag Week June 9-15, 2024

Mayor Benage read and signed the Proclamation.

VI. DETERMINE AGENDA ADDITIONS: There were no additions.

VII. CONSENT AGENDA

A. Approval of Minutes of the May 21, 2024 City Council meeting.

B. Accept a Resolution designating authorized signers for Stryv Bank.

C. Approve a 2% rate increase for solid waste and recycling services fees paid by the City to Waste Connections effective June 1, 2024. Any changes to the rate the City of Bel Aire charges to customers for trash and recycling service will be discussed and approved by Resolution.

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

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 24-10 in the amount of \$1,501,145.90.

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance No. 24-10. Councilmember Davied seconded the motion. *Motion carried 5-0.*

IX. CITY REQUESTED APPEARANCES: None.

X. CITIZEN CONCERNS: No one spoke.

XI. REPORTS

A. Council Member Reports

Councilmember Hamburg briefly reported on the latest meeting of the Chisholm Creek Utility Authority (CCUA) and the June 1st cleanup of Bel Aire Park by the Tree Board and community volunteers. She also encouraged residents to support the Lions Club’s concession stand at Bel Aire Recreation ball games this summer.

Councilmember Smith briefly reported on the latest meeting of CCUA.

Councilmember Dehn briefly reported on the K-254 Corridor Management Plan meeting and the 53rd Street public information meeting. He also volunteered at the Bel Aire Recreation summer camp’s fishing day. He reminded citizens that a walking event will be held at Eagle Lake Park on Saturday at 9 a.m.

B. Mayor's Report

Mayor Benage reported that, to date, he has received 5 applications for appointment to the City Council. Applications can be submitted on the City’s website or emailed to Mayor Benage with a letter of interest and a resume. The deadline is this Friday, June 7th.

He briefly reported on the K-254 Corridor Management Plan meeting and the May 23rd CCUA meeting. He encouraged citizens to attend the regional transportation plan meeting that will be held at City Hall tomorrow evening.

C. City Attorney Report

City Attorney Maria Schrock briefly reported on staff training regarding the sewer use ordinance, and on the special ballot question regarding Charter Ordinance 25 which will appear on the August 6th primary election ballot.

D. City Manager Report

City Manager Ted Henry reported on the recent meetings with the Tree Board, the Public Works Department the police department regarding officer retention, and the 53rd Street

reconstruction meeting. He encouraged citizens to reach out to City staff with any concerns or questions about 53rd street. He thanked the Tree Board and community members for their work at the park cleanup. He also briefly reported on recent staff activities, including the software conversion, recreation center activities and statistics from the building and zoning department. Over the last five months, the building and zoning department has processed over 381 total permits and completed 1,178 inspections in the last 5 months. The City is projected to issue 150 new construction permits this year.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of a request to continue Partnership with PBS Kansas. Victor Hogstrom, PBS Kansas President & CEO, will be present to answer questions from the Council.

Victor Hogstrom, PBS Kansas President & CEO, presented the request and stood for questions from the Council.

MOTION: Councilmember Hamburg moved to deny the request for Partnership with PBS Kansas. Councilmember Davied seconded the motion. *Motion failed 2-3* with Councilmembers Smith, Welch and Dehn voting against the motion.

MOTION: Councilmember Smith moved to accept the request for Partnership with PBS Kansas in the amount of \$4,000. Councilmember Davied seconded the motion. *Motion carried 4-1* with Councilmember Hamburg voting against the motion.

Mayor Benage requested a Motion to amend the agenda, to go to executive session.

MOTION: Councilmember Smith motioned to move Agenda Item XIII A (Executive Session) before XII B. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

Item XIII A. (Executive Session)

MOTION: Councilmember Welch moved to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer, and Neil Gosch. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 8:15 p.m. Councilmember Smith seconded the motion. *Motion carried 5-0.*

The Council recessed to Executive Session. At 8:17 p.m. the Council returned from Executive Session. Mayor Benage noted that Councilmember Dehn was not present. Councilmember Dehn returned at 8:18 p.m. Mayor Benage then called the meeting to order in open session.

B. Consideration of A Resolution Of The City Of Bel Aire, Kansas Establishing Curbside Recycling System And Residential Solid Waste Collection Administration Fees.

MOTION: Councilmember Smith moved to accept the Resolution Of The City Of Bel Aire, Kansas Establishing Curbside Recycling System And Residential Solid Waste Collection Administration Fees and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

C. Consideration of the Sidewalk Replacement Program Fiscal Year 2024.

MOTION: Councilmember Welch moved to table the Sidewalk Replacement Program Fiscal Year 2024. Councilmember Hamburg seconded the motion. *Motion failed 1-4,* with Councilmembers Davied, Dehn, Hamburg and Smith voting against the motion.

MOTION: Councilmember Smith moved to approve the Sidewalk Replacement Program Fiscal Year 2024 and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 4-1* with Councilmember Welch voting against the motion.

XIII. EXECUTIVE SESSION

A. Executive Session: *This item was addressed earlier in the meeting.*

B. MOTION: Councilmember Hamburg moved to recess into executive session to discuss CCUA negotiations pursuant to K.S.A. 75-4319(b)(2): for legal consultation with the City Attorney which would be deemed privileged in the attorney-client relationship. Invite the City Manager and City Attorney. The meeting will be for a period of 20 minutes, and the open meeting will resume in City Council Chambers at 9:23 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council recessed to Executive Session. At 9:23 p.m. the Council returned from Executive Session. Mayor Benage then called the meeting to order in open session.

XIV. DISCUSSION AND FUTURE ISSUES

A. City Council Workshop - June 11, 2024 at 6:30 p.m.?

The Council briefly discussed the agenda for the workshop which will be held at 6:30 p.m. on June 11th.


XV. ADJOURNMENT

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

CITY OF BEL AIRE		
AP ORD 2024-11		
Vendor & Payroll Checks 05/25-06/11/2024		
AFLAC	EMPLOYEE MONTHLY PREMIUM	\$ 880.88
AHLF, THOMAS	YOUTH SPORTS OFFICIAL	\$ 190.00
AMAZON	OFFICE SUPPLIES & EQUIPMENT	\$ 5,551.02
AMERICAN RED CROSS	FIRST AID	\$ 37.00
ARK VALLEY NEWS	BREEZE AD;LEGAL PUBLICATIONS	\$ 1,467.68
ASCAP	GNRL LIC:MUSIC/ART DISPLAY	\$ 440.42
ASCE WICHITA	ASCE MEETING	\$ 22.00
AT&T - U-VERSE	INTERNET BACKUP	\$ 150.00
ATWATER, NATHAN J	YOUTH SPORTS OFFICIAL	\$ 198.00
AVID HOTEL	PD CONFERENCE	\$ 196.18
BEST BUY	OFFICE SUPPLIES	\$ 49.99
BRAINARD, NATHAN W	YOUTH SPORTS OFFICIAL	\$ 405.00
CHARLIES CAR WASH	PZ CAR WASH	\$ 130.00
CHENEY DOOR COMPANY, INC	GATE SERVICE REPAIR	\$ 721.00
CHISHOLM CREEK UTILITY AU	06/24 CCUA CONTINGENCY	\$ 5,820.00
CINTAS CORPORATION	PW UNIFORMS	\$ 2,621.80
CINTAS FIRST AID & SAFETY	PD:RESTOCK FIRST AID	\$ 322.90
CITY OF BEL AIRE	WATER CONNECT OVERPAYMENT	\$ 25.00
CITYARTS	REC FIELD TRIP	\$ 120.00
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	\$ 10,525.02
COUNTRYSIDE LAWN & TREE C	FERTILIZER APPLICATION-CH	\$ 2,255.00
CULLIGAN OF WICHITA	WATER SERVICE	\$ 166.35
CUMMINS SALES & SERVICE	53RD ROCK LS GENERATOR MAINT	\$ 6,263.10
DEANOS GRILL	STAFF RECOGNITION LUNCH	\$ 113.32
DIGITAL OFFICE SYSTEMS	PD:KONICA C300i COPIER	\$ 77.77
DILLONS	FUNERAL FLOWERS	\$ 108.98
ECITY TRANSACTIONS, LLC	05/24 ONLINE PYT SERVICE	\$ 450.00
EMPOWER RETIREMENT 457	CITY MGR 457	\$ 1,046.62
FEDEX	WATER SAMPLES	\$ 93.12
FELIX'S LANDSCAPING & IRR	REC:IRRIGATION REPAIR	\$ 160.00
FICA/FEDERAL W/H	FED/FICA TAX	\$ 27,568.33
FIRESTONE	FLEET MAINTENANCE #33	\$ 1,407.11
GALAXIE BUSINESS EQUIPMEN	OFFICE FURNITURE-MELISSA/KILEY	\$ 8,750.04
HAJOCA WICHITA 150	PIPE FOR WATER TEST STATIONS	\$ 1,467.72
HAMADA, MURAD	POOL RENTAL REFUND	\$ 160.00
HARDWICK, ANTHONY	YOUTH SPORTS OFFICIAL	\$ 20.00
HARDWICK, CHRISTOPHER	OFFICIATE YOUTH SPORTS	\$ 250.00
HARDWICK, HAYDEN	YOUTH SPORTS OFFICIAL	\$ 25.00
HARDWICK, JEFFREY	YOUTH SPORTS OFFICIAL	\$ 190.00
HAWKS INTER-STATE PESTMAS	05/24:PEST CONTROL:POOL	\$ 575.71
HESS, MARTY	YOGA INSTRUCTOR	\$ 120.00

ICI	LIABILITY INSURANCE-PRINCESS	\$	300.00
IDEATEK TELECOM	05/24 HOSTED PHONE SERV	\$	838.27
IMA, INC.	HEALTH BENEFITS ADMIN JUN #09	\$	833.00
IMAGINE IT, INC	SERVER REPLACEMENT	\$	5,690.99
INDEED	JOB POSTING	\$	263.87
INFOSEND	MAY UTILITY BILL	\$	2,066.25
JESURATHINAM, RAYAPPA	REC RENTAL REFUND	\$	100.00
KANSAS GOLF AND TURF-WICH	MOW EQUIP REPAIR/SUPPLIES	\$	1,402.61
KANSAS LEADERSHIP	TRAINING	\$	149.00
KANSAS TURNPIKE AUTHORIT	TOLLS	\$	42.10
KIRBY, BRENNNA	YOUTH SPORTS OFFICIAL	\$	36.00
KIRBY, WILLOW	YOUTH SPORTS OFFICIAL	\$	12.00
KONDA, KAMERON	YOUTH SPORTS OFFICIAL	\$	25.00
KS ASSOC OF COUNTIES	TRAINING	\$	250.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$	4,946.80
KS DEPT REVENUE:SALES TAX	05/24 SALES TAX	\$	719.48
KS DEPT TRANSPORTATION	RAIL SPUR LOAN PYMNT #106	\$	3,877.06
KS PUBLIC EMPL RETIRE SYS	KP&F	\$	23,585.98
KS TREASURER - BOND SVC	TN 2023B	\$	294,128.75
LAUBER, LAURA	OVERCHARGE MEMBER REIMB	\$	200.00
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	\$	450.00
LEASE FINANCE PARTNERS	36822QT:05/24:PD COPIER	\$	141.63
LESLIES POOL SPLY	POOL SUPPLIES	\$	169.15
LOPEZ, KIMBERLY	KSD FAMILY ASL TRAINING	\$	125.60
NATIONAL SIGN COMPANY, IN	SIGNS, MATERIALS/SUPPLIES	\$	171.47
NCSI	COACH BACKGROUND CHECKS	\$	105.00
OREILLY AUTO PARTS	AUTO REPAIRS/SUPPLIES	\$	20.27
PANERA BREAD	STAFF APPRECIATION	\$	19.19
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$	446.49
PIVOLOCITY	ERP CONSULTING 2024-05	\$	625.00
PIZZA HUT	LUNCH FOR VOLUNTEERS	\$	102.25
RALLY HOUSE	MARCH MADNESS	\$	87.98
REW MATERIALS	CEILING TILE	\$	108.80
RUSTY ECK FORD PARTS & SE	FLEET MAINTENANCE PD	\$	164.97
SAMS CLUB	FISHING DERBY SUPPLIES	\$	448.28
SARWAR, BEAUTY	WATER CONNECT REFUND	\$	50.00
SCHROCK, MARIA	CLE CONFERENCE	\$	358.85
SHAFFER, TAWNYA	OVERCHARGED POOL DAY FEE	\$	10.00
SIMPLE CLEAN	06-07/24 JANITORIAL SVC:CAMP	\$	570.00
SITEONE LANDSCAPE S	POOL PROJECT MATERIALS	\$	442.27
SPECTRUM PROMOTIONAL PROD	REC SPORTS SHIRTS/UNIFORMS	\$	935.72
STEPHENS, ANNE	MSPE/ASCE CONFERENCE	\$	119.00
SUMNERONE	COPIERS CONTRACTS/SUPPLIES	\$	5,187.78
SUPERIOR RUBBER STAMP	PZ STAMPS	\$	85.20

SURENCY	06/24 VISION INSURANCE	\$	460.31
THE HOME DEPOT	WORK GLOVES	\$	232.49
TRAFFIC CONTROL SERVICES	NEW PD VEH EQUIPMENT	\$	22,878.40
TREE TOP NURSERY A	CONTRACT MOWING-RAB	\$	1,134.60
TRIPLETT, WOOLF&GARRETSON	WOODLAWN PROJECT MATTERS	\$	4,140.00
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES	\$	9,129.77
TYLER TECHNOLOGIES INC	TIME & ATTENDANCE PROJECT	\$	2,112.50
UNION PACIFIC RAILROAD CO	INSTALL XING SURFACE-WOODLAWN	\$	10,702.68
UNIVERSITY OF KANSAS	PD TRAINING: LOPEZ	\$	50.00
VERIZON WIRELESS:CELL PHS	CELL PHONE SVC	\$	1,736.34
VISTAPRINT	BUSINESS CARDS	\$	207.93
WADE, TERESA	TAEKWONDO INSTRUCTOR	\$	180.00
WALMART	MARCH MADNESS	\$	65.66
WICHITA TRACTOR	TRACTOR MAINTENANCE & REPAIR	\$	2,399.76
WILKINS, ELLIE	YOUTH SPORTS OFFICIAL	\$	173.00
WILLIAMS JANITORIAL SUPPL	JANITORIAL SUPPLIES	\$	353.36
WILLIAMS, JOY:ATTY AT LAW	PROSECUTOR SVC	\$	650.00
ZERO9 SOLUTIONS LLC	PD EQUIPMENT	\$	34.99
PAYROLL CHECKS	PAYROLL CHECKS ON 06/05/2024	\$	86,538.37
	CLAIMS TOTAL	\$	574,734.28

Approved
 6-12-24

May 29, 2024

Mr. Jim Benage
City of Bel Aire
7651 E. Central Park
Bel Aire, Kansas 67226

**Subject: Report for Geotechnical Engineering Services
Bel Aire - Woodlawn Monitoring Wells
PEC Project No.: 237363-003**

Dear Mr. Benage:

Professional Engineering Consultants, PA (PEC) has completed the geotechnical engineering services for the above referenced project. The purpose of the geotechnical engineering services was to explore the subsurface conditions at the project site and provide laboratory testing results with subsurface water elevations.

The attached report presents the results of our field exploration, and our engineering interpretations with respect to the project characteristics as presented in the report. We recommend that all individuals read the entire report along with all the appendices.

This report completes our current scope of services for this project. We appreciated the opportunity to provide geotechnical engineering services for this project.



Respectfully,
FIELD SERVICES: GEOTECHNICAL ENGINEERING DIVISION
A Department of Professional Engineering Consultants, P.A.

Prepared By:



Robert W. Henthorne, PG
VP Geotechnical Engineering

Reviewed By:

Britt D. Clubb, PE
SVP Field Engineering



Geotechnical Engineering Services Report

Bel Aire - Woodlawn Monitoring Wells

East 37th St. N. to East 45th St. N. on Woodlawn Avenue
Bel Aire, Kansas

PREPARED FOR
City of Bel Aire.
Bel Aire, Kansas

PEC PROJECT NO.
237363-003

PREPARED BY
Robert W. Henthorne, PG

REVIEWED BY
Britt D. Clubb, PE
License No. 24123

DATE
May 29, 2024

TABLE OF CONTENTS

- 1. INTRODUCTION 2**
- 1.1 General 2
- 1.2 Project Description 2
- 2. SITE CONDITIONS 3**
- 2.1 Site Description 3
- 2.2 Geologic Setting 3
- 3. GEOTECHNICAL RECOMMENDATIONS 4**
- 3.1 General 4
- 3.2 Monitoring Wells 4
- 3.3 CONCLUSIONS 4
- 4. GENERAL NOTES AND LIMITATIONS 5**
- FIGURES: Site and Well Locations 6**
- APPENDIX A: Monitoring Well Data and Graphs 7**
- APPENDIX B: Laboratory Testing Program 9**

1. INTRODUCTION

1.1 GENERAL

PEC has completed the monitoring well installation and data collection for the above referenced project. All services were performed either directly by or under the direction of professional engineers or geologists licensed in the State of Kansas. This report summarizes the results of our field explorations, our conclusions and recommendations related to the geotechnical aspects of the project design and construction.

The conclusions and recommendations were based on the project information available at the time of this report and the subsurface conditions encountered in the borings at the locations and time indicated. It is possible that subsurface conditions could vary between or beyond the explored locations. If subsurface condition changes during construction, construction activity shall be ceased and PEC should be notified immediately to review and make any supplementary recommendations, if necessary.

1.2 PROJECT DESCRIPTION

The city of Bel Aire had undertaken a reconstruction project on Woodlawn Avenue from 37th Street to 45th street. The roadway has experienced failures with new pavement prior to the completion of the project. The Kansas Department of Transportation's Geotechnical and Geology Sections have done a preliminary investigation at this site. At the request of the city of Bel Aire, PEC's geotechnical group installed 12 monitoring wells and conducted lab testing of the soils along Woodlawn Avenue. The wells were drilled and slotted PVC monitoring well casings were installed. The groundwater elevations were monitored on a weekly basis or within 24 hours of a rainfall event. The recorded data and graphs are shown in Appendix A.

2. SITE CONDITIONS

2.1 SITE DESCRIPTION

The general vicinity of the project site is shown on Figure 1, Site Location Map. The monitoring well locations are shown on Figure 2, Monitoring Well Location Map. All wells were installed through the existing pavement or directly behind the curb and gutter on Woodlawn Avenue

2.2 GEOLOGIC SETTING

The project soils are residual and are derived by the direct in-place weathering of the underlying Wellington Shale Formation. The soil is brown to gray-brown in color and very clay rich. Based on test results from the Kansas Department of Transportation investigation the clays have high liquid limits. Underlying the soil mantle is gray to green-gray clay rich shale of the Wellington Formation. This shale is soft in the upper 5 feet becoming firmer with depth. The shale is within a foot of the base of the pavement in several locations along Woodlawn Avenue and isolated gypsum crystals were present in borings closest to 45th street. The depth to the top of the Wellington Shale increases from north to south along Woodlawn Avenue

3. GEOTECHNICAL RECOMMENDATIONS

3.1 GENERAL

Twelve monitoring wells were installed based on the depth to shale and groundwater elevations at the time of drilling and location within the project area. The wells were monitored from March 11, 2024 through May 2, 2024. Ten depth to water measurements were taken in that period of time. The data and graphs are included in Appendix A of this report.

3.2 MONITORING WELLS

The monitoring wells showed that the groundwater elevation can be found at or above the top of the roadway in several locations. The soils along the project are residual clays that can retain moisture for extended periods of time. Several monitoring wells remained nearly full for a week or more after rainfall events. Wells that were installed along the east side of the roadway exhibited this most as the recharge area is most likely to the north and east of Woodlawn. The wells along the west side of the roadway had a shorter discharge time frame or showed little to no increase in hydrostatic elevation. The well placed near the fire station had groundwater fluctuations with each rainfall event. Monitoring wells 7 and 8 were installed south of the railroad crossing. Well 7 indicates that groundwater is still an issue south of the railroad as groundwater was found to be near the base of the roadway after each rainfall event. Well 8 was drilled near the south end of the project and groundwater stayed at an acceptable level beneath the roadway.

3.3 CONCLUSIONS

Groundwater can cause roadway problems typically when it is within 4 feet of the base of the pavement. The monitoring wells provided data that groundwater elevations are within a depth that can be detrimental to structure of a roadway. Groundwater on this project is moving along the top of the Wellington Shale. The shale was found to be within 1-foot of the base of the pavement in several locations. This shallow depth allows the groundwater elevations to be at or above the roadway. The roadway issues after construction are most likely due to the cyclic wetting and drying of the subgrade soils beneath the pavement.

Based on the findings of this study, to stabilize the roadway, the shale should be overexcavated a minimum of 24 inches below the base of the pavement section. Additionally, an underdrain system should be designed and installed to remove groundwater from beneath the roadway.

4. GENERAL NOTES AND LIMITATIONS

This report has been prepared in general accordance with widely accepted geotechnical engineering practices for the purpose of this project. The conclusions and recommendations presented in this report were based upon applicable standards of care in the project geographic area at the time this report was prepared. No warranties or guarantees are intended.

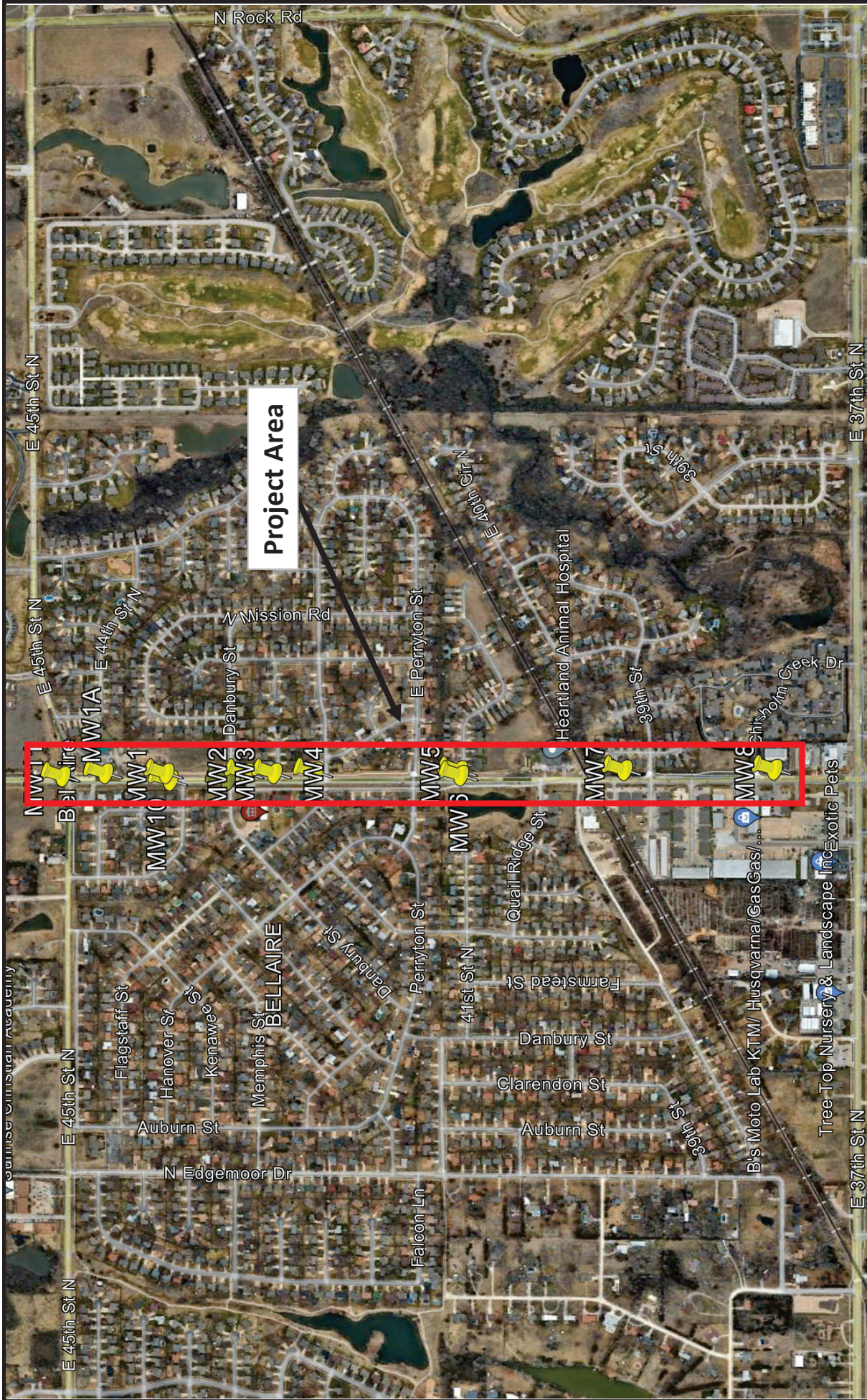
We depended on project information provided to us to develop our conclusions and recommendations. If the project information described in this report is not accurate, or if it changes during course of project development, we should be notified of the changes so that we can modify our recommendations based on the additional information, if necessary.

Our conclusions were based on limited subsurface information obtained from our field explorations which consisted of periodic sampling in widely spaced, small diameter borings. Subsurface conditions may vary from those encountered in the borings and the variations may not become evident until construction. Our scope of services was intended to evaluate the soil conditions within the zone of soil influenced by the foundation system. If conditions are encountered which appear different than those described in our report, we should be notified, and our conclusion may need to be re-evaluated and adjusted.

Our Scope of Services does not address geologic conditions, such as sinkholes or soil conditions existing below the depth of the soil borings. In addition, this report should not be construed to represent subsurface conditions for the entire site.

FIGURES: Site and Well Locations

Figure 1. Site Location Map
Figure 2. Well Location Plan



Project Area

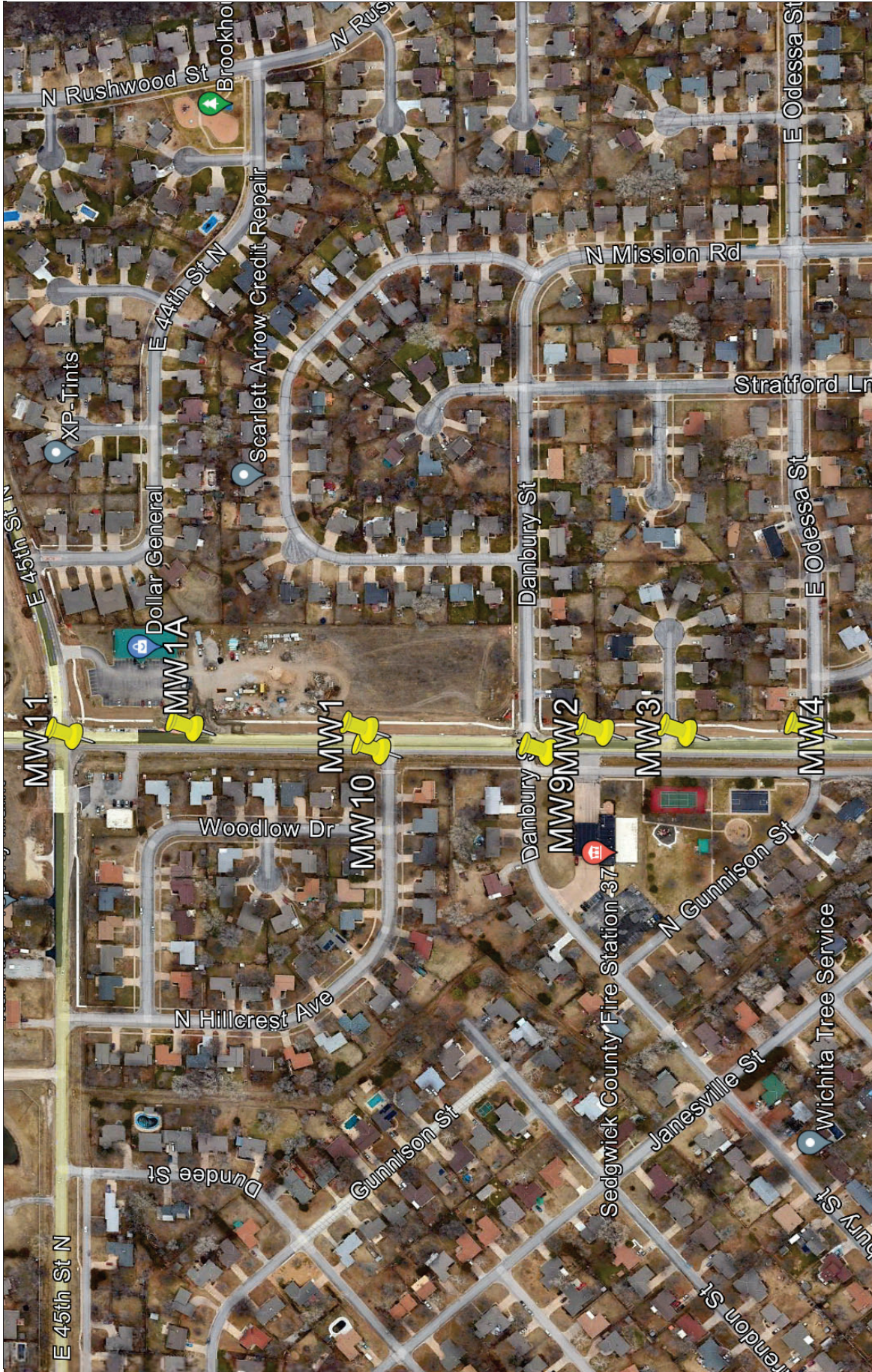
Section VIII, Item C.


SITE LOCATION MAP

Bel Aire - Woodlawn Monitoring Wells
 Bel Aire, Kansas
 PEC Project No. 237363-003



Figure 1



 Standard Penetration Test Boring
 Approximate Location
 *Plan provided by client for Boring location illustration only.
Not for Construction.



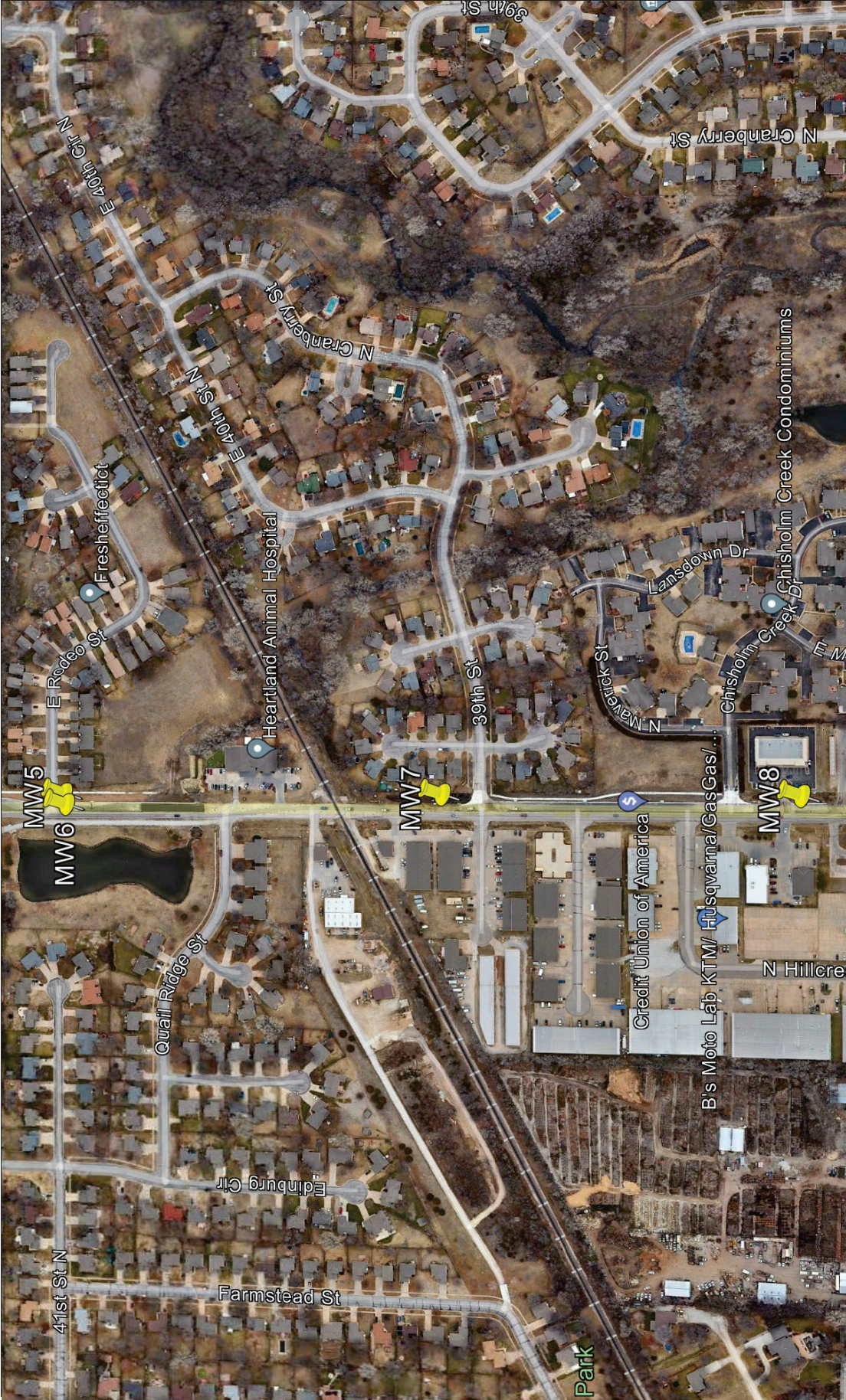
No Scale



BORING LOCATION PLAN

Bel Aire - Woodlawn Monitoring Wells
 Bel Aire, Kansas
 PEC Project No. 237363-003

Figure 2



No Scale

Standard Penetration Test Boring
Approximate Location

Plan provided by client for Boring
location illustration only.
Not for Construction.



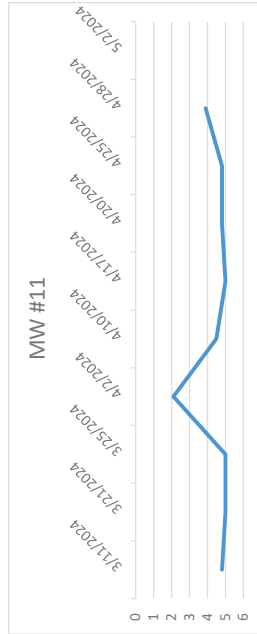
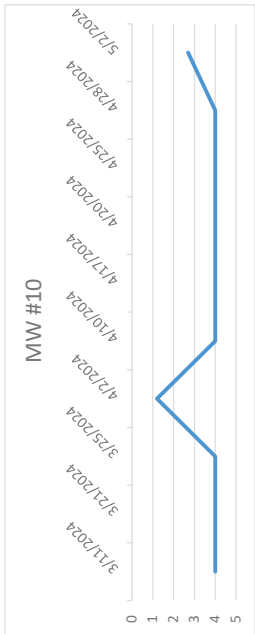
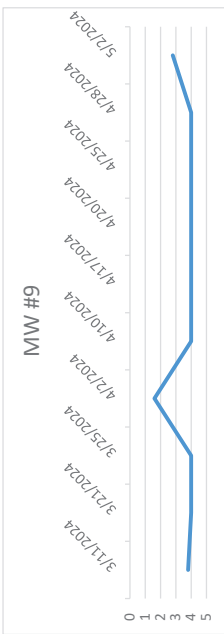
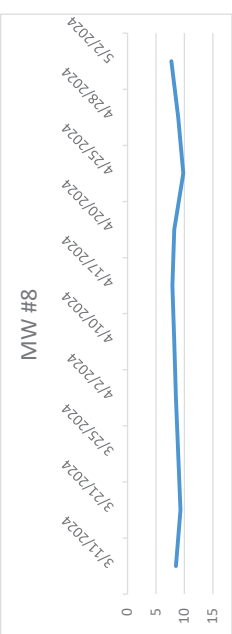
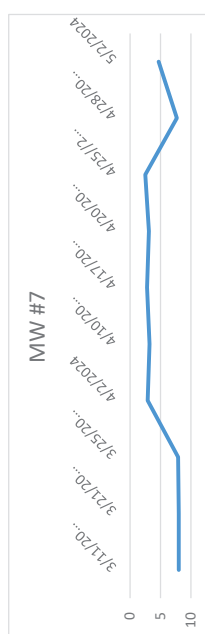
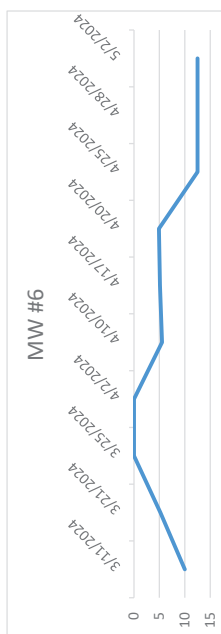
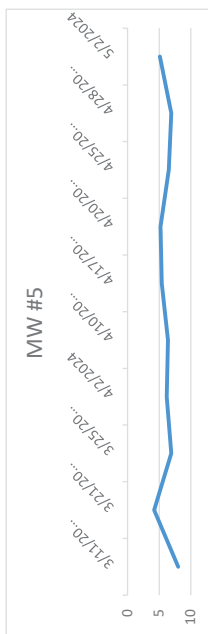
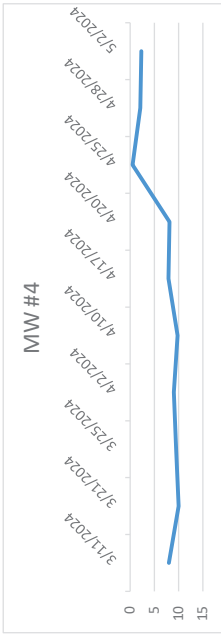
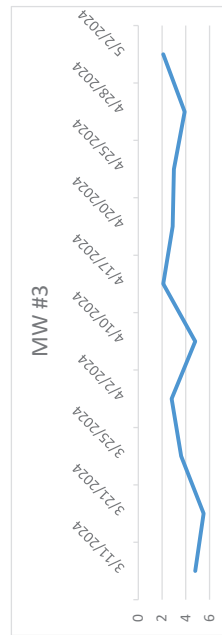
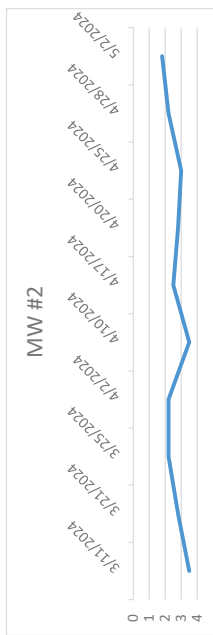
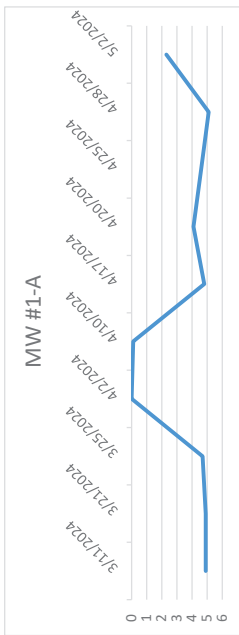
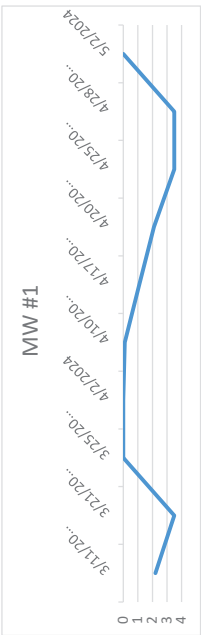
BORING LOCATION PLAN

Bel Aire - Woodlawn Monitoring Wells
Bel Aire, Kansas
PEC Project No. 237363-003

Figure 3

APPENDIX A: Monitoring Well Data and Graphs

Section VIII, Item C.





PROFESSIONAL ENGINEERING CONSULTANTS

BORING NUMBER

Section VIII, Item C.

Page 1 of 1

CLIENT City of Bel Aire

PROJECT NAME Woodlawn Monitoring Well Project

PROJECT NUMBER 237363-003

PROJECT LOCATION 37th to 45th street, Bel Aire Kansas

DATE STARTED 03/11/2024 COMPLETED 03/11/2024

GROUND ELEVATION 1384.45' HOLE SIZE -

CONTRACTOR -

GROUND WATER LEVELS:

METHOD -

INITIALLY ENCOUNTERED 2.2'

LOGGED BY BH CHECKED BY Bob Henthorne

AFTER 15 MIN. N/A

NOTES -

HAMMER WEIGHT / DROP - / -

Depth (Ft)	Graphic Log	Visual Classification and Remarks	Elevation (Ft)	Sample Graphic	Sample Number	REC / RQD	Blow Counts	Compressive Strength (Tsf)	Moisture Content (%)	Atterberg Limits (LL-PL-Pl)	% Fines
		Asphalt									
0.6		Aggregate Base with Geotextile									
1.0		Weathered Shale, Olive Green, Free Moisture									
			1380								



PROFESSIONAL ENGINEERING CONSULTANTS

BORING NUMBER

Section VIII, Item C.

CLIENT City of Bel Aire

PROJECT NAME Woodlawn Monitoring Well Project

PROJECT NUMBER 237363-003

PROJECT LOCATION 37th to 45th street, Bel Aire Kansas

DATE STARTED 03/11/2024 **COMPLETED** 03/11/2024

GROUND ELEVATION 1387.84' **HOLE SIZE** -

CONTRACTOR -

GROUND WATER LEVELS:

METHOD -

▽ **INITIALLY ENCOUNTERED** 3'

LOGGED BY BH **CHECKED BY** Bob Henthorne

▽ **AFTER 15 MIN.** N/A

NOTES -

HAMMER WEIGHT / DROP - / -

Depth (Ft)	Graphic Log	Visual Classification and Remarks	Elevation (Ft)	Sample Graphic	Sample Number	REC / RQD	Blow Counts	Compressive Strength (Tsf)	Moisture Content (%)	Atterberg Limits (LL-PL-Pi)	% Fines
		Asphalt	0.6								
		Aggregate Base with Geotextile	1.0								
		Silty Clay, with Weathered Shale									
	▽		1385								
		Coarse Gravel, Free Water	3.0								
5											
		Weathered Shale, Soft, Free Moisture	6.0								
			1380								



PROFESSIONAL ENGINEERING CONSULTANTS

BORING NUMBER

Section VIII, Item C.

Page 1 of 1

CLIENT City of Bel Aire

PROJECT NAME Woodlawn Monitoring Well Project

PROJECT NUMBER 237363-003

PROJECT LOCATION 37th to 45th street, Bel Aire Kansas

DATE STARTED 03/11/2024 COMPLETED 03/11/2024

GROUND ELEVATION 1381.88' HOLE SIZE -

CONTRACTOR -

GROUND WATER LEVELS:

METHOD -

INITIALLY ENCOUNTERED 3.5'

LOGGED BY BH CHECKED BY Bob Henthorne

AFTER 15 MIN. N/A

NOTES -

HAMMER WEIGHT / DROP - / -

Depth (Ft)	Graphic Log	Visual Classification and Remarks	Elevation (Ft)	Sample Graphic	Sample Number	REC / RQD	Blow Counts	Compressive Strength (Tsf)	Moisture Content (%)	Atterberg Limits (LL-PL-Pi)	% Fines
		Asphalt									
0.6											
		Aggregate Base plus Geotextile									
1.0											
		Weathered Shale, Olive Green, Free Moisture	1380								



PROFESSIONAL ENGINEERING CONSULTANTS

BORING NUMBER _____

Section VIII, Item C.

Page 1 of 1

CLIENT City of Bel Aire

PROJECT NAME Woodlawn Monitoring Well Project

PROJECT NUMBER 237363-003

PROJECT LOCATION 37th to 45th street, Bel Aire Kansas

DATE STARTED 03/11/2024 **COMPLETED** 03/11/2024

GROUND ELEVATION 1381.06' **HOLE SIZE** -

CONTRACTOR -

GROUND WATER LEVELS:

METHOD -

▽ **INITIALLY ENCOUNTERED** 4.8'

LOGGED BY BH **CHECKED BY** Bob Henthorne

▽ **AFTER 15 MIN.** N/A

NOTES -

HAMMER WEIGHT / DROP - / -

Depth (Ft)	Graphic Log	Visual Classification and Remarks	Elevation (Ft)	Sample Graphic	Sample Number	REC / RQD	Blow Counts	Compressive Strength (Tsf)	Moisture Content (%)	Atterberg Limits (LL-PL-Pi)	% Fines
		Asphalt									
0.6											
		Aggregate Base with Geotextile	1380								
1.0											
		Silty Clay, Tan-green									
2.8											
		Weathered Shale, Olive Green, Becoming Frimer at 4 ft.									
5			1375								



PROFESSIONAL ENGINEERING CONSULTANTS

BORING NUMBER

Section VIII, Item C.

Page 1 of 1

CLIENT City of Bel Aire

PROJECT NAME Woodlawn Monitoring Well Project

PROJECT NUMBER 237363-003

PROJECT LOCATION 37th to 45th street, Bel Aire Kansas

DATE STARTED 03/11/2024 COMPLETED 03/11/2024

GROUND ELEVATION 1381.38' HOLE SIZE -

CONTRACTOR -

GROUND WATER LEVELS:

METHOD -

INITIALLY ENCOUNTERED 8'

LOGGED BY BH CHECKED BY Bob Henthorne

AFTER 15 MIN. N/A

NOTES -

HAMMER WEIGHT / DROP - / -

Depth (Ft)	Graphic Log	Visual Classification and Remarks	Elevation (Ft)	Sample Graphic	Sample Number	REC / RQD	Blow Counts	Compressive Strength (Tsf)	Moisture Content (%)	Atterberg Limits (LL-PL-Pi)	% Fines
		Silty Clay, Dark Brown	0.6								
		Silty Clay, Light Brown, Free Moisture, Very Soft, Weight of Rod	1380								
5			1375								
10			1370								
		Weathered Shale, Gray, Free Water	13.7								



PROFESSIONAL ENGINEERING CONSULTANTS

BORING NUMBER

Section VIII, Item C.

Page 1 of 1

CLIENT City of Bel Aire

PROJECT NAME Woodlawn Monitoring Well Project

PROJECT NUMBER 237363-003

PROJECT LOCATION 37th to 45th street, Bel Aire Kansas

DATE STARTED 03/11/2024 COMPLETED 03/11/2024

GROUND ELEVATION 1374.33' HOLE SIZE -

CONTRACTOR -

GROUND WATER LEVELS:

METHOD -

INITIALLY ENCOUNTERED 8'

LOGGED BY BH CHECKED BY Bob Henthorne

AFTER 15 MIN. N/A

NOTES -

HAMMER WEIGHT / DROP - / -

Depth (Ft)	Graphic Log	Visual Classification and Remarks	Elevation (Ft)	Sample Graphic	Sample Number	REC / RQD	Blow Counts	Compressive Strength (Tsf)	Moisture Content (%)	Atterberg Limits (LL-PL-Pi)	% Fines
5		Silty Clay, Small Sand Pebbles	1370								
10			1365								
			1360								



PROFESSIONAL ENGINEERING CONSULTANTS

BORING NUMBER

Section VIII, Item C.

Page 1 of 1

CLIENT City of Bel Aire

PROJECT NAME Woodlawn Monitoring Well Project

PROJECT NUMBER 237363-003

PROJECT LOCATION 37th to 45th street, Bel Aire Kansas

DATE STARTED 03/11/2024 **COMPLETED** 03/11/2024

GROUND ELEVATION 1374.33' **HOLE SIZE** -

CONTRACTOR -

GROUND WATER LEVELS:

METHOD -

INITIALLY ENCOUNTERED 10'

LOGGED BY BH **CHECKED BY** Bob Henthorne

AFTER 15 MIN. N/A

NOTES -

HAMMER WEIGHT / DROP - / -

Depth (Ft)	Graphic Log	Visual Classification and Remarks	Elevation (Ft)	Sample Graphic	Sample Number	REC / RQD	Blow Counts	Compressive Strength (Tsf)	Moisture Content (%)	Atterberg Limits (LL-PL-Pi)	% Fines
		Asphalt	0.6								
		Silty Clay, Brown,									
5			1370								
			1365						20.8	58-41-17	
		Weathered Shale, Olive Green-Gray, Free Moisture	11.5								
			1360								



PROFESSIONAL ENGINEERING CONSULTANTS

BORING NUMBER

Section VIII, Item C.

Page 1 of 1

CLIENT City of Bel Aire

PROJECT NAME Woodlawn Monitoring Well Project

PROJECT NUMBER 237363-003

PROJECT LOCATION 37th to 45th street, Bel Aire Kansas

DATE STARTED - _____ **COMPLETED** - _____

GROUND ELEVATION 1374.38' **HOLE SIZE** - _____

CONTRACTOR - _____

GROUND WATER LEVELS: _____

METHOD - _____

INITIALLY ENCOUNTERED _____

LOGGED BY BH **CHECKED BY** Bob Henthorne

AFTER 15 MIN. N/A

NOTES - _____

HAMMER WEIGHT / DROP - / -

Depth (Ft)	Graphic Log	Visual Classification and Remarks	Elevation (Ft)	Sample Graphic	Sample Number	REC / RQD	Blow Counts	Compressive Strength (Tsf)	Moisture Content (%)	Atterberg Limits (LL-PL-Pi)	% Fines
5		Fill Material, Silty Clay with Glass and other Debris	1370								
6.0		Weathered Shale, Olive Green to Gray	1365								



PROFESSIONAL ENGINEERING CONSULTANTS

BORING NUMBER

Section VIII, Item C.

Page 1 of 1

CLIENT City of Bel Aire

PROJECT NAME Woodlawn Monitoring Well Project

PROJECT NUMBER 237363-003

PROJECT LOCATION 37th to 45th street, Bel Aire Kansas

DATE STARTED 03/11/2024 COMPLETED 03/11/2024

GROUND ELEVATION 1371.21' HOLE SIZE -

CONTRACTOR -

GROUND WATER LEVELS:

METHOD -

INITIALLY ENCOUNTERED 8'

LOGGED BY BH CHECKED BY Bob Henthorne

AFTER 15 MIN. N/A

NOTES -

HAMMER WEIGHT / DROP - / -

Depth (Ft)	Graphic Log	Visual Classification and Remarks	Elevation (Ft)	Sample Graphic	Sample Number	REC / RQD	Blow Counts	Compressive Strength (Tsf)	Moisture Content (%)	Atterberg Limits (LL-PL-Pi)	% Fines
		Silty Clay, Brown	1370								
1.4		Clay, Light Brown, Sandy, Soft									
5			1365								
7.6		Sand and Gravel, Minor amount of Clay									



PROFESSIONAL ENGINEERING CONSULTANTS

BORING NUMBER

Section VIII, Item C.

Page 1 of 1

CLIENT City of Bel Aire

PROJECT NAME Woodlawn Monitoring Well Project

PROJECT NUMBER 237363-003

PROJECT LOCATION 37th to 45th street, Bel Aire Kansas

DATE STARTED 03/12/2024 COMPLETED -

GROUND ELEVATION 1384.41' HOLE SIZE -

CONTRACTOR -

GROUND WATER LEVELS:

METHOD -

INITIALLY ENCOUNTERED 3.8'

LOGGED BY BH CHECKED BY Bob Henthorne

AFTER 15 MIN. N/A

NOTES -

HAMMER WEIGHT / DROP - / -

Depth (Ft)	Graphic Log	Visual Classification and Remarks	Elevation (Ft)	Sample Graphic	Sample Number	REC / RQD	Blow Counts	Compressive Strength (Tsf)	Moisture Content (%)	Atterberg Limits (LL-PL-Pi)	% Fines
		Silty Clay, Brown									
1.8											
		Weathered Shale, Tan to Olive Green, Soft							17.3	44-19-25	57
			1380								



PROFESSIONAL ENGINEERING CONSULTANTS

BORING NUMBER

Section VIII, Item C.

CLIENT City of Bel Aire

PROJECT NAME Woodlawn Monitoring Well Project

PROJECT NUMBER 237363-003

PROJECT LOCATION 37th to 45th street, Bel Aire Kansas

DATE STARTED 03/12/2024 **COMPLETED** -

GROUND ELEVATION 1386.6' **HOLE SIZE** -

CONTRACTOR -

GROUND WATER LEVELS:

METHOD -

INITIALLY ENCOUNTERED

LOGGED BY BH **CHECKED BY** Bob Henthorne

AFTER 15 MIN. N/A

NOTES -

HAMMER WEIGHT / DROP - / -

Depth (Ft)	Graphic Log	Visual Classification and Remarks	Elevation (Ft)	Sample Graphic	Sample Number	REC / RQD	Blow Counts	Compressive Strength (Tsf)	Moisture Content (%)	Atterberg Limits (LL-PL-Pi)	% Fines
		Silty Clay, Brown, Soft	1385								
2.0		Weathered Shale, Olive Green									



PROFESSIONAL ENGINEERING CONSULTANTS

BORING NUMBER

Section VIII, Item C.

Page 1 of 1

CLIENT City of Bel Aire

PROJECT NAME Woodlawn Monitoring Well Project

PROJECT NUMBER 237363-003

PROJECT LOCATION 37th to 45th street, Bel Aire Kansas

DATE STARTED 03/16/2024 **COMPLETED** 03/16/2024

GROUND ELEVATION 1391.46' **HOLE SIZE** -

CONTRACTOR -

GROUND WATER LEVELS:

METHOD -

INITIALLY ENCOUNTERED 4.8'

LOGGED BY BH **CHECKED BY** Bob Henthorne

AFTER 15 MIN. N/A

NOTES -

HAMMER WEIGHT / DROP - / -

Depth (Ft)	Graphic Log	Visual Classification and Remarks	Elevation (Ft)	Sample Graphic	Sample Number	REC / RQD	Blow Counts	Compressive Strength (Tsf)	Moisture Content (%)	Atterberg Limits (LL-PL-Pi)	% Fines
		Concrete Pavement									
0.8											
		Aggregate Base	1390								
1.4											
		Silty Clay, Brown-Gray							20.3	19-19-30	77
3.2											
		Weathered Shale, Olive Green									

SOIL CLASSIFICATION CHART PER ASTM D 2488

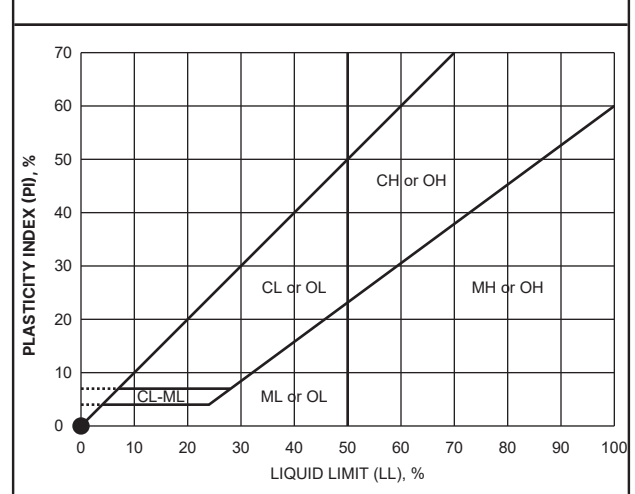
PRIMARY DIVISIONS			SECONDARY DIVISIONS			
			GROUP SYMBOL	GROUP NAME		
COARSE-GRAINED SOILS more than 50% retained on No. 200 sieve	GRAVEL more than 50% of coarse fraction retained on No. 4 sieve	CLEAN GRAVEL less than 5% fines	GW	well-graded GRAVEL		
			GP	poorly-graded GRAVEL		
		GRAVEL with DUAL CLASSIFICATIONS 5% to 12% fines	GW-GM	well-graded GRAVEL with silt		
			GP-GM	poorly-graded GRAVEL with silt		
			GW-GC	well-graded GRAVEL with clay		
			GP-GC	poorly-graded GRAVEL with clay		
	GRAVEL with FINES more than 12% fines	GM	silty GRAVEL			
		GC	clayey GRAVEL			
	SAND 50% or more of coarse fraction retained on No. 4 sieve	CLEAN SAND less than 5% fines	SW	well-graded SAND		
			SP	poorly-graded SAND		
		SAND with DUAL CLASSIFICATIONS 5% to 12% fines	SW-SM	well-graded SAND with silt		
			SP-SM	poorly-graded SAND with silt		
			SW-SC	well-graded SAND with clay		
			SP-SC	poorly-graded SAND with clay		
		SAND with FINES more than 12% fines	SM	silty SAND		
			SC	clayey SAND		
		FINE-GRAINED SOILS 50% or more passes No. 200 sieve	SILT and CLAY liquid limit less than 50%	INORGANIC	CL	lean CLAY
					ML	SILT
CL-ML					silty CLAY	
ORGANIC				OL (PI > 4)	organic CLAY	
	OL (PI < 4)			organic CLAY		
	SILT and CLAY liquid limit 50% or more			INORGANIC	CH	fat CLAY
MH		elastic SILT				
ORGANIC		OH (plots on or above 'A'-line)	organic CLAY			
	OH (plots below 'A'-line)	organic SILT				
Highly Organic Soils		PT	Peat			

GRAIN SIZE

Section VIII, Item C.

DESCRIPTION	SIEVE SIZE	GRAIN SIZE	APPROXIMATE SIZE
Boulders	> 12"	> 12"	Larger than basketball-sized
Cobbles	3 - 12"	3 - 12"	Fist-sized to basketball-sized
Gravel	Coarse	3/4 - 3"	Thumb-sized to fist-sized
	Fine	#4 - 3/4"	Pea-sized to thumb-sized
Sand	Coarse	#10 - #4	Rock-salt-sized to pea-sized
	Medium	#40 - #10	Sugar-sized to rock-salt-sized
	Fine	#200 - #40	Flour-sized to sugar-sized
Fines	Passing #200	< 0.0029"	Flour-sized and smaller

PLASTICITY CHART



APPARENT DENSITY - COARSE-GRAINED SOIL

APPARENT DENSITY	SPOOLING CABLE OR CATHEAD		AUTOMATIC TRIP HAMMER	
	SPT (blows/foot)	MODIFIED SPLIT BARREL (blows/foot)	SPT (blows/foot)	MODIFIED SPLIT BARREL (blows/foot)
Very Loose	≤ 4	≤ 8	≤ 3	≤ 5
Loose	5 - 10	9 - 21	4 - 7	6 - 14
Medium Dense	11 - 30	22 - 63	8 - 20	15 - 42
Dense	31 - 50	64 - 105	21 - 33	43 - 70
Very Dense	> 50	> 105	> 33	> 70

CONSISTENCY - FINE-GRAINED SOIL

CONSISTENCY	SPOOLING CABLE OR CATHEAD		AUTOMATIC TRIP HAMMER	
	SPT (blows/foot)	MODIFIED SPLIT BARREL (blows/foot)	SPT (blows/foot)	MODIFIED SPLIT BARREL (blows/foot)
Very Soft	< 2	< 3	< 1	< 2
Soft	2 - 4	3 - 5	1 - 3	2 - 3
Firm	5 - 8	6 - 10	4 - 5	4 - 6
Stiff	9 - 15	11 - 20	6 - 10	7 - 13
Very Stiff	16 - 30	21 - 39	11 - 20	
Hard	> 30	> 39	> 20	

APPENDIX B: Laboratory Testing Program

Laboratory tests were performed on selected representative samples to evaluate pertinent engineering properties of the subsurface materials obtained from our borings. The results of these laboratory tests are presented on the respective boring logs in Appendix A, and are summarized in the Summary of Laboratory Results in Appendix B. The laboratory tests were performed in general accordance with the following ASTM standards:

- **Visual Classification**, ASTM D2488, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
- **Moisture Content**, ASTM D2216, Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
- **Atterberg Limits**, ASTM D4318, Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- **Percent finer the #200 sieve**, ASTM D1140, Standard Test Methods for Determining the Amount of Material Finer than 75- μm (No. 200) Sieve in Soils by Washing.



PEC

FIELD SERVICES

SUMMARY OF LABORATORY TESTS

Section VIII, Item C.

PAGE 1 OF 1

CLIENT _____ PROJECT NAME Bel Aire - Woodlawn Monitoring Wells
 PROJECT NUMBER 237363-003 PROJECT LOCATION _____

Borehole	Depth	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	%<#200 Sieve	Classification	Water Content (%)	Unit Weight (pcf)	Saturation (%)	Void Ratio
MW-9	2.0	44	19	25	0.075	57	CL	17.3			
MW-9	6.0	58	41	17				20.8			
MW-11	1.0	49	19	30	0.075	77	CL	20.3			

LAB SUMMARY - GINT STD US LAB.GDT - 5/29/24 06:44 - U:\WICHITA-CIVIL\2023\237363\003\2PD2_FIELD_SVCS\074\LAB\237363-003 GINT.GPJ



Construction | Survey | Geotechnical Engineering
 350 South Washington Wichita, Ks 67202
 Phone 316-262-6457 Fax 316-262-6592
 www.pec1.com email: FieldServices@pec1.com

Unconfined Compressive Strength Report

Bel Aire

Woodlawn Monitoring Wells

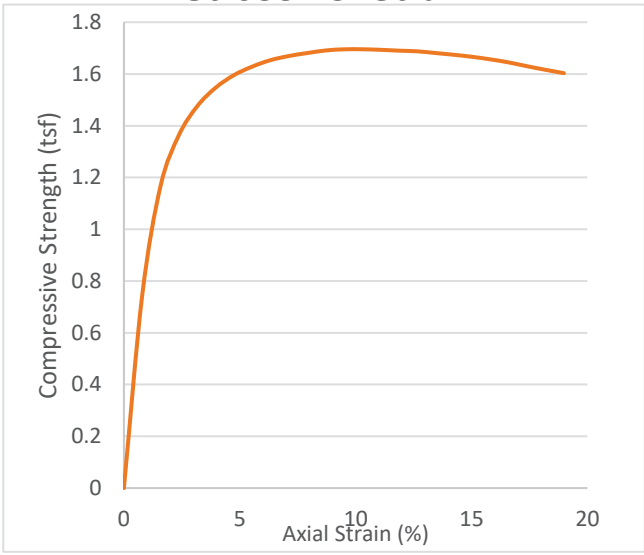
Bel Aire, Kansas

Project No. : 237363-003

Sample Details

Source	MW-9
Sample ID	2.0 - 4.0
Sampling Method	3-inch Shelby
Date Tested	4/1/2024
Material Type	CL
Unconfined Strength, tsf	1.695
Undrained Shear Strength, tsf	0.848
Failure Strain, %	10.28
Strain Rate, in./min.	2.234
Wet Density, pcf	128.36
Dry Density, pcf	109.40
Void Ratio	0.5400
Specimen Diameter, in.	2.87
Speciment Height, in.	3.16
Height/Diameter ratio	1.10

Stress vs. Strain



Sample Photograph

Comments:

- none -

Tested By: D. Riley

Checked By: P. Younkin

Figure 6



Construction | Survey | Geotechnical Engineering
 350 South Washington Wichita, Ks 67202
 Phone 316-262-6457 Fax 316-262-6592
 www.pec1.com email: FieldServices@pec1.com

Unconfined Compressive Strength Report

Bel Aire

Woodlawn Monitoring Wells

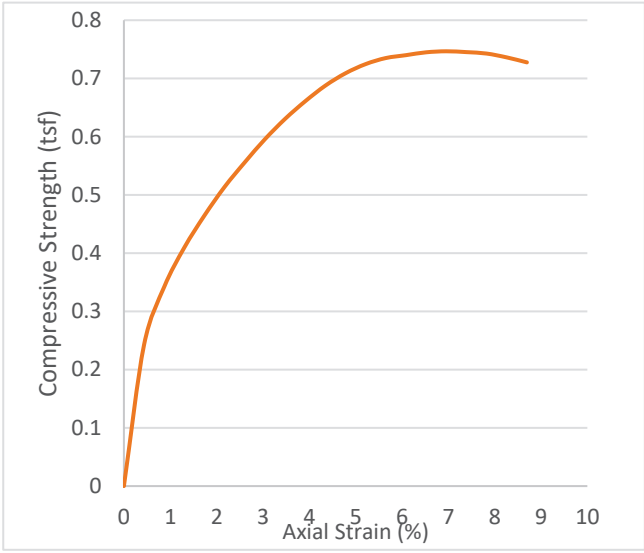
Bel Aire, Kansas

Project No. : 237363-003

Sample Details

Source	MW-9
Sample ID	6.0 - 9.0
Sampling Method	3-inch Shelby
Date Tested	4/1/2024
Material Type	Shale
Unconfined Strength, tsf	0.747
Undrained Shear Strength, tsf	0.373
Failure Strain, %	6.96
Strain Rate, in./min.	1.228
Wet Density, pcf	119.22
Dry Density, pcf	98.69
Void Ratio	0.7072
Specimen Diameter, in.	2.87
Speciment Height, in.	5.75
Height/Diameter ratio	2.00

Stress vs. Strain



Sample Photograph

Comments:

- none -

Tested By: D. Riley

Checked By: P. Younkin

Figure 6



Construction | Survey | Geotechnical Engineering
 350 South Washington Wichita, Ks 67202
 Phone 316-262-6457 Fax 316-262-6592
 www.pec1.com email: FieldServices@pec1.com

Unconfined Compressive Strength Report

Bel Aire

Woodlawn Monitoring Wells

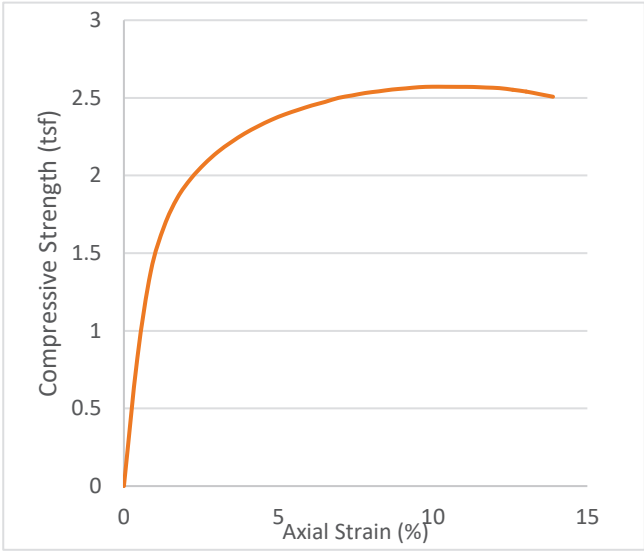
Bel Aire, Kansas

Project No. : 237363-003

Sample Details

Source	MW-11
Sample ID	1.0 - 3.0
Sampling Method	3-inch Shelby
Date Tested	4/1/2024
Material Type	CL
Unconfined Strength, tsf	2.572
Undrained Shear Strength, tsf	1.286
Failure Strain, %	9.98
Strain Rate, in./min.	1.225
Wet Density, pcf	128.19
Dry Density, pcf	106.58
Void Ratio	0.5808
Specimen Diameter, in.	2.86
Speciment Height, in.	5.76
Height/Diameter ratio	2.01

Stress vs. Strain



Sample Photograph

Comments:

- none -

Tested By: D. Riley

Checked By: P. Younkin

Figure 6

GENERAL GEOTECHNICAL NOTES

SOIL CLASSIFICATION TERMINOLOGY

Soil classification is based on ASTM D-2487 "Soil Classification for Engineering Purposes" which is based on the Unified Soil Classification System. Fine grained soils have less than 50 percent of their particles retained on the No. 200 sieve. These soils are classified as silts if they are non-plastic to slightly plastic and as clays if they classify as plastic. Coarse grained soils have more than 50 percent of their particles retained on the No. 200 sieve and are classified as sands, gravels, cobbles and boulders depending on the grain size. Minor and major constituents may be added as modifiers depending on the proportions of the soil types. Additionally, fine grained soils are described based on their consistency and coarse grained soils are delineated by their relative density. Examples: Fat clay with sand (CH) and Silty sand (SM).

WATER LEVEL MEASUREMENTS

Water level measurements presented on the test boring logs are for the times indicated. These measurements may not necessarily represent the actual groundwater levels at the site. Fine grained soils of low permeability may require measurements for extended periods to accurately reflect free water levels. Coarse grained soils will generally reflect true groundwater levels after short periods. Groundwater levels and seepage water can vary depending on time of year, climatic conditions and other factors beyond the scope of normal geotechnical explorations. Typical water level abbreviations follows:

- | | |
|---|---|
| WD - Water level during drilling | WA - Water level after drilling |
| W24 - Water level 24 hours after drilling | W48 - Water level 48 hours after drilling |
| CW - Depth to wet cave of boring | CD - Depth to dry cave of boring |

SAMPLING AND DRILLING OBSERVATIONS

Drilling and sampling procedures are typically performed in accordance with ASTM standards unless otherwise noted. Typical sampling and drilling abbreviations follows:

- | | |
|--|--|
| P - Standard Penetration sampler
(1-3/8 in. ID split-spoon) | SB - Sawtooth bit barrel sampler |
| S - 3 in. diameter thin walled Shelby Tube | CF4 - 4 in. diameter continuous flight auger |
| D - Denison Barrel Sampler | CF6 - 6 in. diameter continuous flight auger |
| B - Bulk/grab sample | HS - 7-1/4 in. diameter hollow stem auger |
| | NX - Diamond bit coring |

Figure 1

City of Bel Aire, Kansas

STAFF REPORT

DATE: June 10, 2024

TO: City Council

FROM: Ted Henry, City Manager

SUB: WAM Investments Phase 2 LOI



The City of Bel Aire was contacted by WAM Investments LLC, indicating their interest in expanding their operations by constructing Phase 2 of their business park inside Bel Aire Industrial Park on 45th Street between Rock and Webb Road.

In 2019, WAM Investments LLC constructed Phase 1 of the business park, which included three buildings at a cost of \$3,000,000. Since then, the partnership has been a success. WAM Investments provides needed services to our city by constructing medium-sized mixed-use commercial spaces. For example, home-based businesses that become so successful they need space to operate can locate in Bel Aire instead of looking to Wichita or elsewhere. A prime example is a Warsh My Windows business that needed to scale up; they rented a unit in the business park and have continued to grow. Phase 1 initially estimated a total of 12 new jobs created, but actual numbers indicate that 48 new jobs were created.

Phase 2 will consist of two buildings containing approximately 28,000 square feet at a cost of \$3,700,000. This addition will create more room for current tenants and potential tenants who are ready to move from their home offices to a commercial building.

About the Company

WAM was formed in December 2001 and has been in the commercial rental real estate business since the early 1960s. The properties owned and managed are primarily commercial warehousing and industrial buildings located in and around Wichita. Over the years, many properties were purchased, and during the last twenty years, several properties were constructed as build-to-suit for tenants and for speculation.

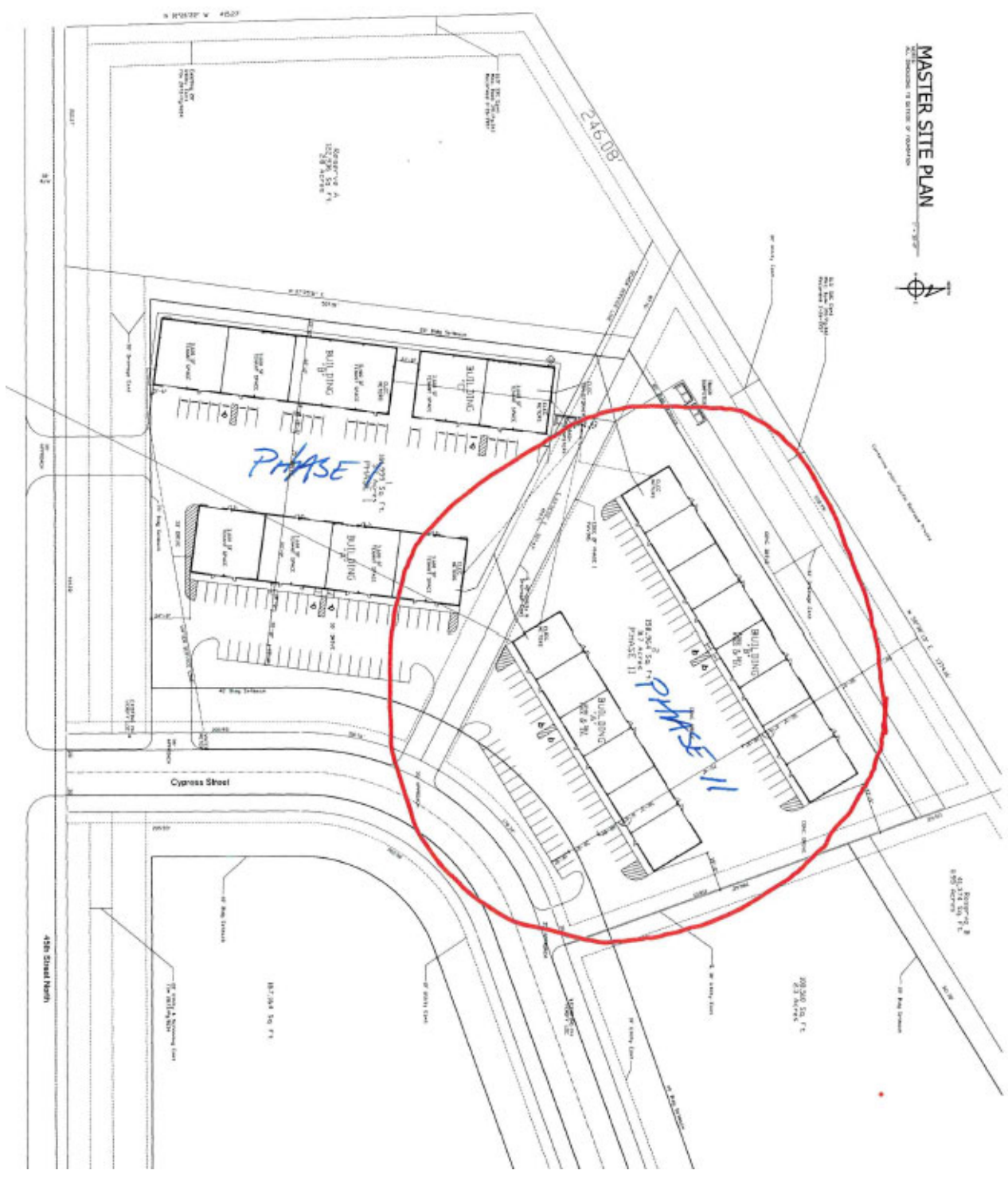
WAM manages approximately seventy-five commercial/industrial properties with significant square footage of leasable space and is one of the largest property owners of this type of space in Wichita. The company has a long and successful history of constructing, developing, operating, and leasing commercial/industrial space to local, regional, and national tenants. The group owns and leases buildings of various sizes, with two of the largest facilities each being 200,000 square feet. The group has leases with Siemens Gamesa, Golf Warehouse, CTDI, Safelite, Aerospace Turbine Rotables, Stericycle, and many others.

After Phase 2 is completed, WAM's investment into our community will total \$6,700,000, with more room to growth. WAM has submitted an Industrial Revenue Bond (IRB) application to secure property tax abatement and sales tax exemptions, thereby reducing the financial burden associated with their expansion endeavors. WAM and City Staff have agreed to a similar arrangement as Phase 1 for Phase 2, spanning over a period of 10 years: a 95% property tax exemption for the first 5 years and a 75% property tax abatement for the last five years, subject to their investment and employment numbers being met as outlined in the IRB. Additionally, WAM has agreed to the 1% origination fee due at closing.

As part of the IRB process, a cost-benefit analysis was conducted to assess the potential impact of Phase 2. The study, conducted by the Wichita State University Center for Economic Development and Business Research, indicates a favorable 1.17 cost-benefit ratio for the first 10 years and a 1.88 cost-benefit ratio over 20 years. A ratio exceeding 1.00 signifies that public benefits outweigh public costs during the evaluated period.

Given the positive track record, findings, and potential benefits to our community, our staff recommends setting a public hearing at the July 2, 2024, City Council Meeting to further discuss and consider WAM Investments proposal.

MASTER SITE PLAN
FOR THE DEVELOPMENT OF THE SITE OF REDEVELOPMENT



Suite	Tenant	# of Emp	Summary of Business	
110	Seal Lab Co.	3 employees	Start up company - owner also owns Meter Engineers	First time business location
120 & 130	Warsh My Windows	8 employees and 1 owner	Pressure washing and exterior cleaning. Servicing Bel Aire, Wichita, Andover, Maize, Derby and Park City.	Previously home based
140	Schertz International/Floor Covering International	2 employees & 2 owners, currently have a potition posted	In home flooring with a mobile showroom. Servicing all of Sedgwick, Harvey, Reno, Summner and McPherson Counties. Also, parts of Kingman, Marion, Harper and Cowley Counties	First time business location
150 & 160	Clinical Solutions Pharmacy	3 full time 1 part time	Mail order pharmacy services.	First satellite location - Nashville, TN HQ
170	Mike Toyota	2 employees and 1 owner	Innovation Engineer	Second location.
180	Radical Bubbles	4 employees & 2 owners	All things blinds, shades and shutters. From setting you up with new window coverings, to cleaning or repairing.	Previously home based
220	Cornerston Construction	2 employees and 1 owner	Custom home builder from Wichita to McPherson	Previously home based
240	Marathon Marketing	2 owners	Custom marketing for high products and clothing	Previously home based
250	WAM Captial, LLC	7 employees	Real estate development and investments	First location in Bel Aire
260	Claxton Fence	8 employees and 1 owner	Fence contractor based in Kansas, with projects all around the state. Their services include iron, wood, chain link, vinyl and more.	First location in Bel Aire
320	Home Place Apparel	8 employees and 2 owners	Homeplace Apparel began its journey at a bustling local farmer's market. Every piece of clothing is still designed and produced in-house, ensuring that they maintain the authentic local essence that their customers have come to love. By keeping thier operations local, they continue to support and celebrate the communities that inspire thier collections. Products are sold nationwide.	Previously located in Montana
Totals	11 tenants	47.5 employees and 12 owners		

CEDBR-FISCAL IMPACT MODEL - FIRM DATA SHEET

COMPANY INFORMATION **VERSION OF ANALYSIS V2**

Company name or project name	WAM Investments, LLC
Contact name	Christian M. Madsen, Vice President
Contact telephone number	316-264-8394
Contact e-mail address	cmadsen@wamllc.com
Company NAICS Code - <i>Please select a NAICS code from the list provided. Model parameters are set based on the NAICS selected.</i>	531000 Real estate
Substitution Override	100.00%
Year of application	2024

SITE LOCATION	
Street Address	9000 E. 46th Street North
City	Bel Aire
County	Sedgwick
School District	375 Circle
Special District	Select

If incentives are being requested for more than one physical location, and these locations are in different taxing jurisdictions, then a separate firm data sheet must be filled out for each location. If the property is located in a special taxing district or industrial zone, please contact CEDBR.

REAL PROPERTY CONSTRUCTION AND IMPROVEMENTS - *If construction is expected to significantly exceed 12-months allocate expenditures to multiple expansions.*

Expansion:	#1	#2	#3	#4	#5	
Year of expansion	2024					Building: Annualized appreciation / depreciation rate:
<i>Market value of firm's initial NEW OR ADDITIONAL investment in:</i>						
Land	\$0					
Building and improvements	\$3,700,000					Automated Assumption (On/Off)
Furniture, fixtures and equipment (including machinery)	\$0					
<i>Initial construction or expansion:</i>						
Cost of construction at the firm's new or expanded facility	\$3,700,000	\$0	\$0	\$0	\$0	
Share of materials	50%	50%	0%	0%	0%	Off
Share of salaries	50%	50%	0%	0%	0%	Off
<i>Amount of taxable construction materials purchased in:</i>						
City	\$1,850,000	\$0	\$0	\$0	\$0	On
County (should include city amount)	\$1,850,000	\$0	\$0	\$0	\$0	On
State (should include city and county amounts)	\$1,850,000	\$0	\$0	\$0	\$0	On
<i>Amount of taxable furniture, fixtures and equipment purchased in:</i>						
City	\$0	\$0	\$0	\$0	\$0	On
County (should include city amount)	\$0	\$0	\$0	\$0	\$0	On
State (should include city and county amounts)	\$0	\$0	\$0	\$0	\$0	On

OPERATIONS

First Year of Full Operations As a Result of This Project 2024

New or additional :	Sales	Purchases
Year 1	\$110,462	\$5,413
Year 2	\$278,365	\$13,640
Year 3	\$394,394	\$19,325
Year 4	\$567,975	\$27,831
Year 5	\$689,797	\$33,800
Year 6	\$869,286	\$42,595
Year 7	\$997,134	\$48,860
Year 8	\$1,127,538	\$55,249
Year 9	\$1,315,782	\$64,473
Year 10	\$1,507,791	\$73,882
Year 11	\$1,758,871	\$86,185
Year 12	\$1,959,742	\$96,027
Year 13	\$2,164,630	\$106,067
Year 14	\$2,428,847	\$119,013
Year 15	\$2,643,117	\$129,513
Year 16	\$2,916,903	\$142,928
Year 17	\$3,140,935	\$153,906
Year 18	\$3,424,678	\$167,809
Year 19	\$3,714,095	\$181,991
Year 20	\$4,009,302	\$196,456
Automated Assumption (On/Off)	On	On
<i>Percent of these sales subject to sales taxes in the:</i>	<i>Sales</i>	<i>Purchases</i>
City	100.0%	10.0%
County	100.0%	100.0%
State	100.0%	100.0%
Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:		10.0%

EMPLOYMENT						
Number of NEW employees to be hired each year as a result of this project	Kansas Total (Net new each year)	#Out-of-State	#Out-of-county (From KS)	Remote Worker (out-of-state)	Weighted AVG Annual Salary	Weighted AVG Bonus & Overtime
Year 1	2	0	0	0	\$50,404	\$0
Year 2	3	0	0	0	\$51,916	\$0
Year 3	2	0	0	0	\$53,474	\$0
Year 4	3	0	0	0	\$55,078	\$0
Year 5	2	0	0	0	\$56,730	\$0
Year 6	3	0	0	0	\$58,432	\$0
Year 7	2	0	0	0	\$60,185	\$0
Year 8	2	0	0	0	\$61,991	\$0
Year 9	3	0	0	0	\$63,850	\$0
Year 10	3	0	0	0	\$65,766	\$0
Year 11	4	0	0	0	\$67,739	\$0
Year 12	3	0	0	0	\$69,771	\$0
Year 13	3	0	0	0	\$71,864	\$0
Year 14	4	0	0	0	\$74,020	\$0
Year 15	3	0	0	0	\$76,241	\$0
Year 16	4	0	0	0	\$78,528	\$0
Year 17	3	0	0	0	\$80,884	\$0
Year 18	4	0	0	0	\$83,310	\$0
Year 19	4	0	0	0	\$85,809	\$0
Year 20	4	0	0	0	\$88,384	\$0
Automated Assumption (On/Off)		On	On		On	On
Notes	FTE: 40-hours=1; 20-hours=0.5	The assumption will be based on county specific labor slack and historic migration trends.		Only include workers related to this project.	Include future raises (Nominal values)	Include future increases (Nominal values)

VISITORS - Include customers, vendors and company employees from other locations in the count of visitors

Number of ADDITIONAL visitors expected as a result of this project	Out-of-county	In county
Year 1	0	-
Year 2	0	-
Year 3	0	-
Year 4	0	-
Year 5	0	-
Year 6	0	-
Year 7	0	-
Year 8	0	-
Year 9	0	-
Year 10	0	-
Year 11	0	-
Year 12	0	-
Year 13	0	-
Year 14	0	-
Year 15	0	-
Year 16	0	-
Year 17	0	-
Year 18	0	-
Year 19	0	-
Year 20	0	-

	Out-of-county	In county
Number of days	0.0	0.0
Number of nights	0.0	0.0

Percent of visitors traveling:

on business	0%
for leisure	0%

Percentage of visitor's expenditures spent in:

	Out-of-county	In county
the same city	0%	0%
the same county	0%	0%
in Kansas	0%	0%

Net fiscal impact:

PAYMENT BY THE COMPANY TO TAXING JURISTCTIONS - Such as payments in lieu of taxes

Firm payments to the:	City	County	State	School District
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Year 8				
Year 9				
Year 10				
Year 11				
Year 12				
Year 13				
Year 14				
Year 15				
Year 16				
Year 17				
Year 18				
Year 19				
Year 20				

CEDBR-FISCAL IMPACT MODEL - INCENTIVE INFORMATION

CONTACT INFORMATION FOR CEDBR REGARDING INCENTIVE AMOUNTS			
Contact name	Ted Henry		
Contact telephone number	(316)744-2451 x 220		
Contact e-mail address	thenry@belaireks.gov		
SALES TAX EXEMPTION ON CONSTRUCTION MATERIALS			
	Yes/No	% funded by IRB	
EXPANSION #1	yes	100.0%	
EXPANSION #2	no	0.0%	
EXPANSION #3	no	0.0%	
EXPANSION #4	no	0.0%	
EXPANSION #5	no	0.0%	
SALES TAX EXEMPTION FOR OPERATIONS			
Value of sales tax exemption for OPERATIONS:	City	County	State
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			
PROPERTY TAX ABATEMENT			
Property tax abatement - Real property land and buildings			
Number of Years	Tapered Abatement		
Percentage	(95% yr 1-5, 75% yr 6-10)		
Property tax abatement - Machinery and equipment			
Number of Years	0		
Percentage	0.0%		

0			
Forgivable loans (cash value):	CITY	COUNTY	STATE
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			
INFRASTRUCTURE IMPROVEMENTS - Cash value			
	CITY	COUNTY	STATE
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			

OTHER INCENTIVES - Cash value				
	CITY	COUNTY	STATE	
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Year 8				
Year 9				
Year 10				
Year 11				
Year 12				
Year 13				
Year 14				
Year 15				
Year 16				
Year 17				
Year 18				
Year 19				
Year 20				
STATE PROGRAMS - Cash value				
	HPIP	PEAK	TRAINING	OTHER
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Year 8				
Year 9				
Year 10				
Year 11				
Year 12				
Year 13				
Year 14				
Year 15				
Year 16				
Year 17				
Year 18				
Year 19				
Year 20				

CEDBR-FISCAL IMPACT MODEL - RESULTS



1845 Fairmount St.
Wichita, Kansas 67260-0121
(316) 978-3225

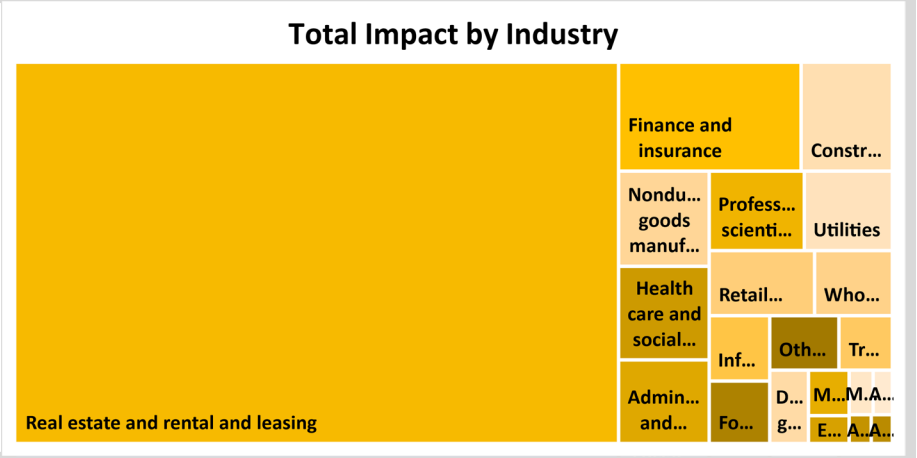
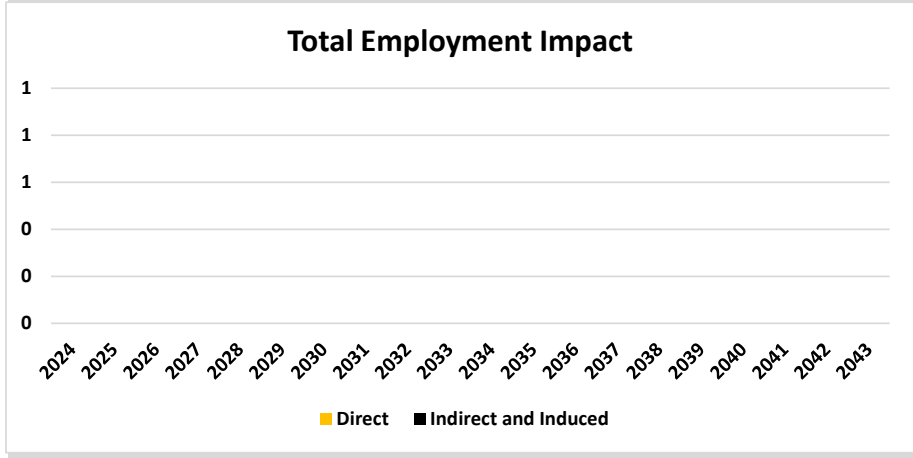
DATE OF ANALYSIS 6/14/2024
TIME OF ANALYSIS 3:38 PM



FIRM IMPACT VERSION OF ANALYSIS **V2**

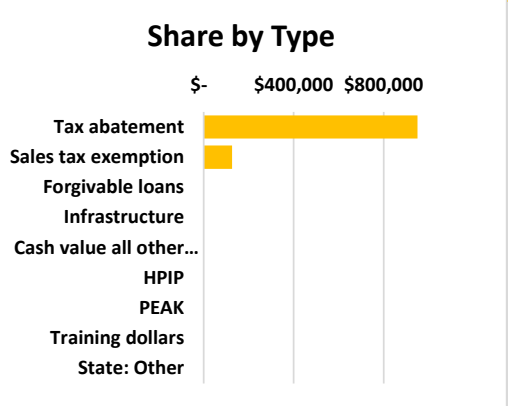
FIRM SUMMARY		
Company Name	WAM Investments, LLC	
	10-year period	20-year period
Number of new jobs	25	61
Amount of payroll	\$8,092,541	\$43,167,317
Amount of capital investment	\$3,700,000	\$3,700,000
Land	\$0	\$0
Buildings	\$3,700,000	\$3,700,000
Machinery and Equipment	\$0	\$0
Substitution percentage	100.0%	OVERRIDDEN
Firm NAICS code		
	531000 Real estate	

IMPACT SUMMARY			
	Construction	Firm	
	Total	10-year period	20-year period
Jobs			
Direct	30	-	0
Total	55	-	0
Payroll earnings			
Direct	\$1,850,000	\$0	\$ -
Total	\$3,034,555	\$0	\$ -
Multiplier			
Jobs	1.81	1.51	
Earnings	1.64	2.00	

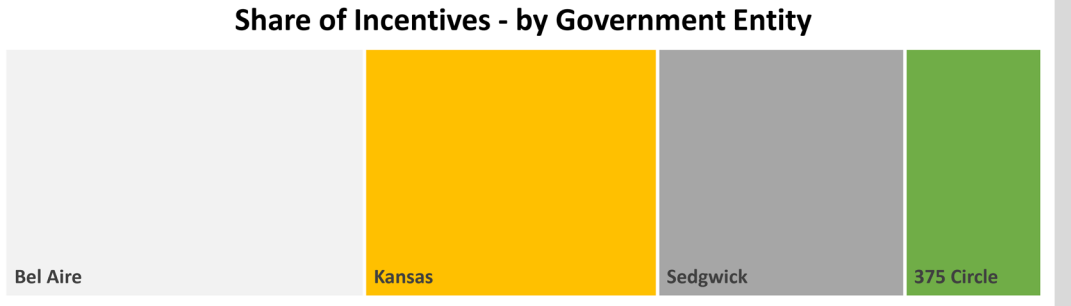


FISCAL IMPACT

INCENTIVE SUMMARY					
	City	County	State	School District	Special District
	Bel Aire	Sedgwick	Kansas	375 Circle	Select
Tax abatement	\$ 372,753	\$ 251,297	\$ 183,959	\$ 142,367	\$ -
Sales tax exemption	\$ 244	\$ 5,173	\$ 120,250		
Forgivable loans	\$ -	\$ -	\$ -		
Infrastructure	\$ -	\$ -	\$ -		
Cash value all other incentives	\$ -	\$ -	\$ -		
HPIP			\$ -		
PEAK			\$ -		
Training dollars			\$ -		
State: Other			\$ -		
Total	\$ 372,997	\$ 256,470	\$ 304,209	\$ 142,367	\$ -



TAX ABATEMENT PARAMETERS	
<i>Real Property</i>	
Number of years	Tapered Abatement
Percentage	(95% yr 1-5, 75% yr 6-10)
<i>Personal Property</i>	
Number of years	0
Percentage	0.0%



	City		County		State	
	Bel Aire		Sedgwick		Kansas	
	10-year period	20-year period	10-year period	20-year period	10-year period	20-year period
Present value of net benefits	\$49,376	\$271,544	\$35,556	\$187,331	\$210,254	\$263,721
<i>Rate of Return on Investment</i>						
Net public benefits	\$49,376	\$271,544	\$35,556	\$187,331	\$210,254	\$263,721
Public costs	\$287,988	\$308,689	\$199,160	\$213,116	\$285,753	\$352,772
ROI	17.1%	88.0%	17.9%	87.9%	73.6%	74.8%
<i>Benefit-Cost Ratio</i>						
Public benefits	\$337,364	\$580,233	\$234,716	\$400,447	\$496,007	\$616,493
Public costs	\$287,988	\$308,689	\$199,160	\$213,116	\$285,753	\$352,772
Benefit-Cost Ratio	1.17	1.88	1.18	1.88	1.74	1.75

A 10-year period accounts for a business or economic cycle. Estimates beyond that period of time include increased risk and decreased accuracy due to market volatility and changes in public policy.

A benefit-cost ratio over 1 equates to public benefits being greater than public costs during the period.

	School District		Special District	
	375 Circle		Select	
	10-year period	20-year period	10-year period	20-year period
Present value of net benefits	\$80,754	\$210,728	\$0	\$ -
<i>Rate of Return on Investment</i>				
Net public benefits	\$80,754	\$210,728	\$0	\$0
Public costs	\$138,976	\$217,171	\$0	\$0
ROI	58.1%	97.0%	NA	NA
<i>Benefit-Cost Ratio</i>				
Public benefits	\$219,730	\$427,898	\$0	\$0
Public costs	\$138,976	\$217,171	\$0	\$0
Benefit-Cost Ratio	1.58	1.97	NA	NA

In the preparation of this report, the Center for Economic Development and Business Research assumed that all information and data provided by the applicant or others is accurate and reliable. CEDBR did not take extraordinary steps to verify or audit such information, but relied on such information and data as provided for purposes of the project.

This analysis requires CEDBR to make predictive forecasts, estimates and/or projections (hereinafter collectively referred to as "FORWARD-LOOKING STATEMENTS"). These FORWARD-LOOKING STATEMENTS are based on information and data provided by others and involve risks, uncertainties and assumptions that are difficult to predict. The FORWARD-LOOKING STATEMENTS should not be considered as guarantees or assurances that a certain level of performance will be achieved or that certain events will occur. While CEDBR believes that all FORWARD-LOOKING STATEMENTS it provides are reasonable based on the information and data available at the time of writing, actual outcomes and results are dependent on a variety of factors and may differ materially from what is expressed or forecast. CEDBR does not assume any responsibility for any and all decisions made or actions taken based upon the FORWARD-LOOKING STATEMENTS provided by CEDBR.

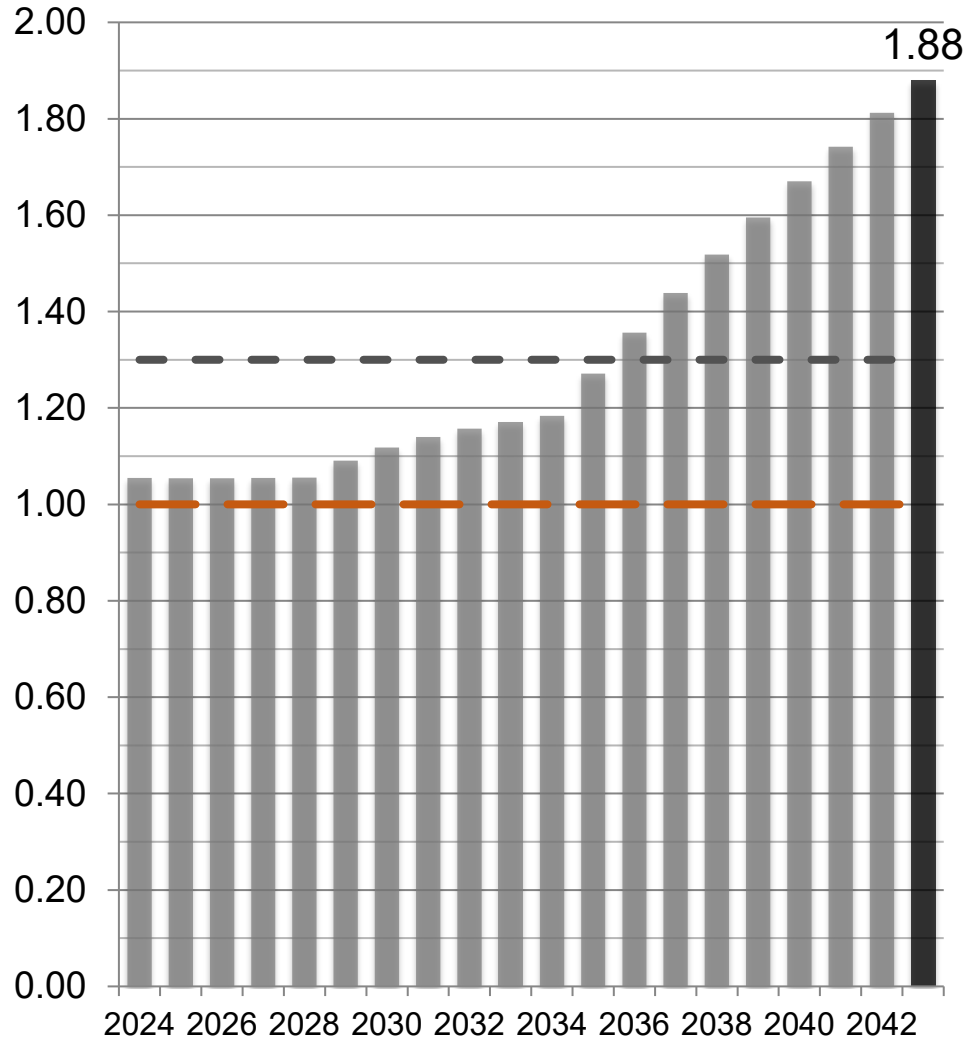


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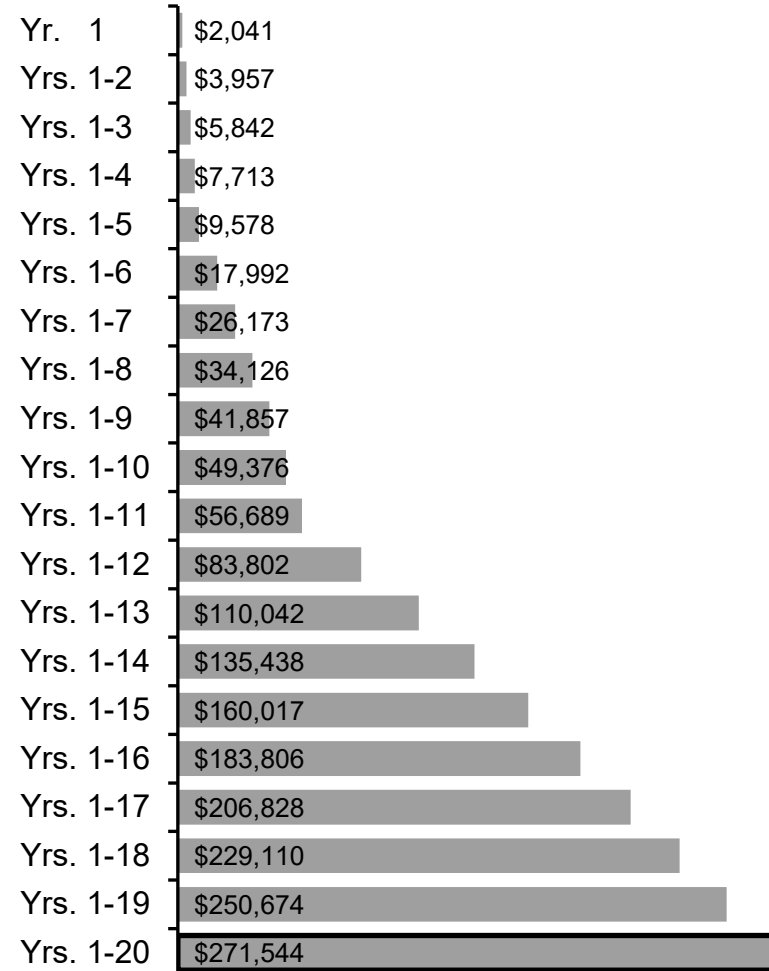
Project or Company Name: WAM Investments, LLC
 6/14/2024

Bel Aire - Total

Benefit-Cost Ratio



Present Value of Net Benefits



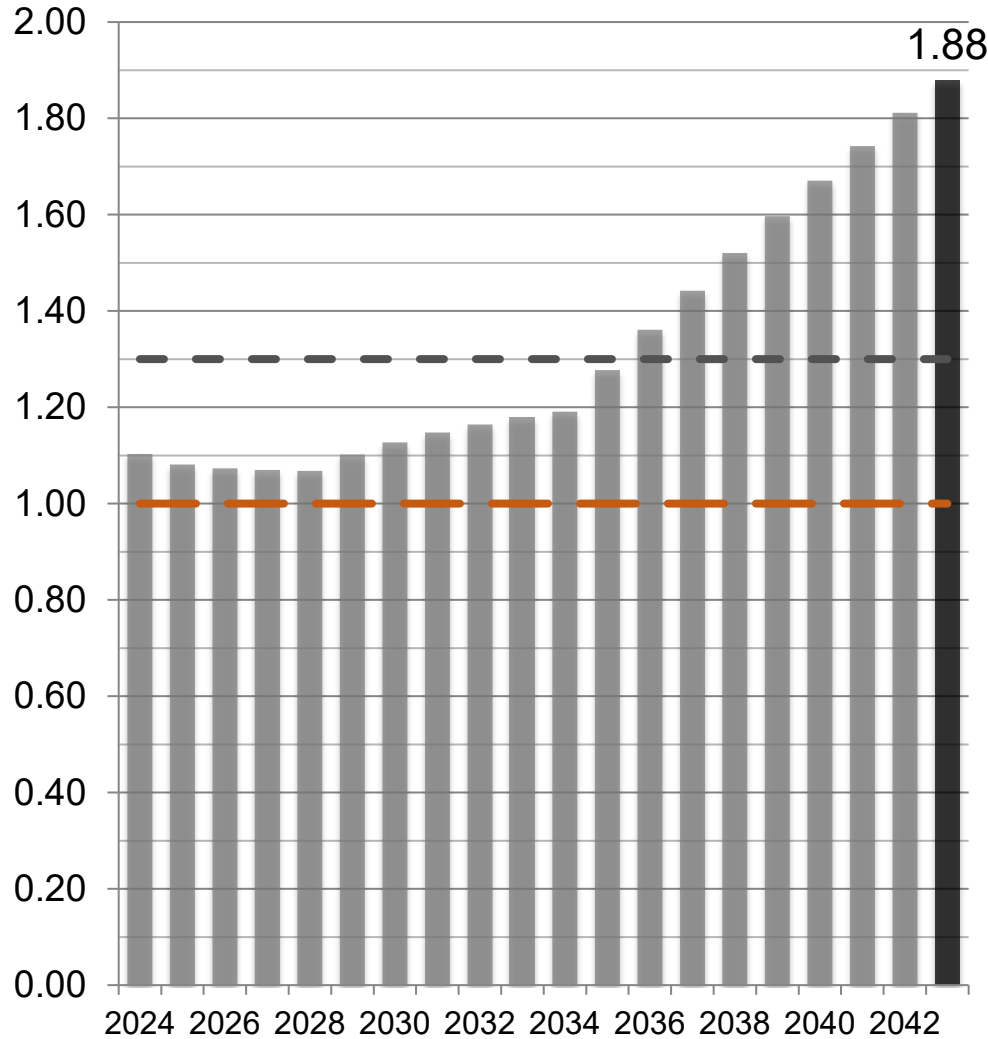


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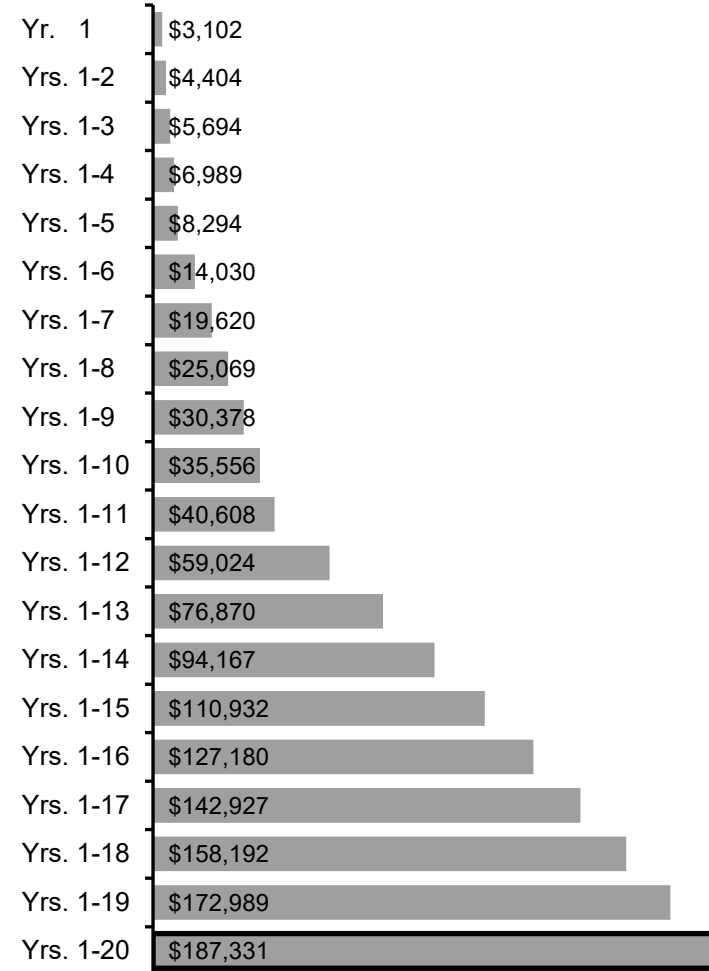
Project or Company Name: WAM Investments, LLC
 6/14/2024

Sedgwick

Benefit-Cost Ratio



Present Value of Net Benefits



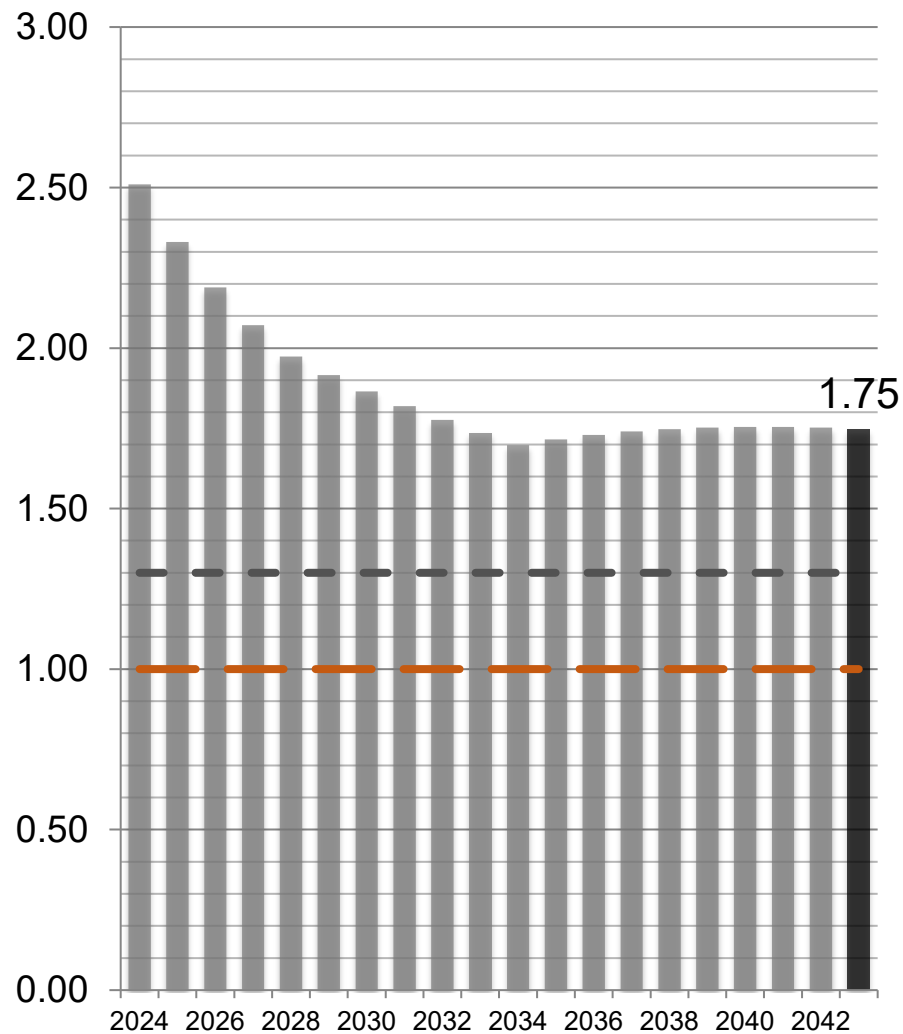


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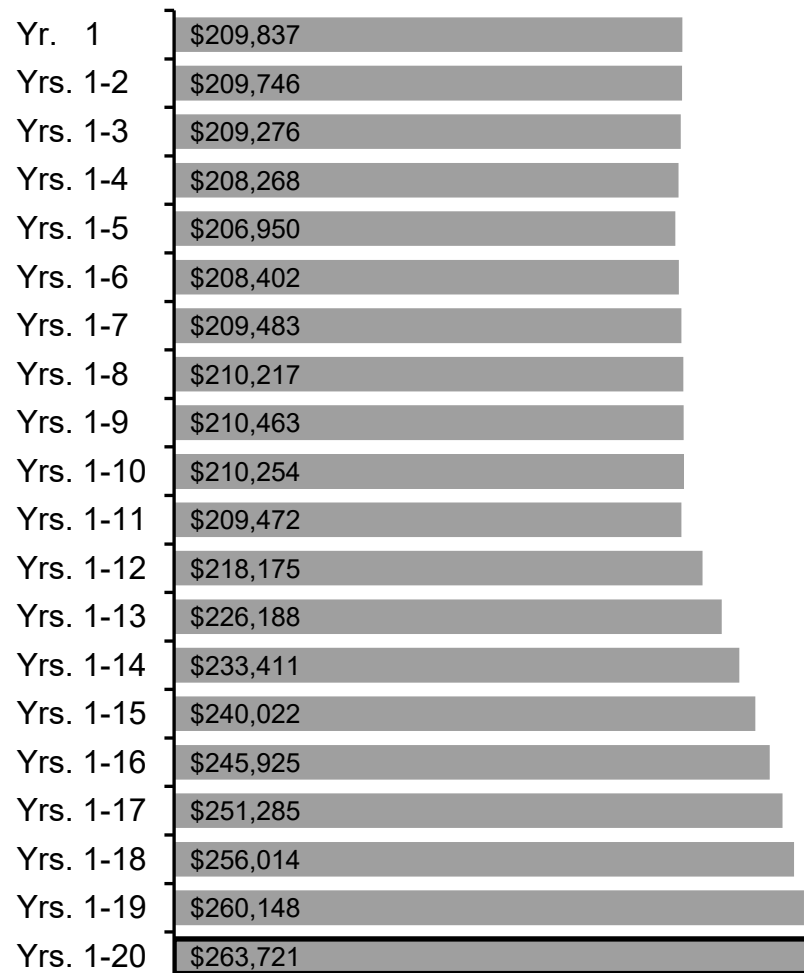
Project or Company Name: WAM Investments, LLC
 6/14/2024

Kansas

Benefit-Cost Ratio



Present Value of Net Benefits





June 10, 2024

WAM Investments, LLC
1223 North Rock Rd, Suite E-200
Wichita, Kansas 67206

Re: Letter of Intent to Issue IRB's and Provide Other Incentives for Phase 2 of Bel Aire Industrial Park commercial strip center project.

Dear Mr. Madsen,

Subject to formal IRB document approval by the City Council of Bel Aire, this Letter of Intent with WAM Investments, LLC is submitted in order to set forth the agreement of the parties concerning the principal elements of WAM Investments, LLC commitment to the City of Bel Aire and the City's intent to provide the incentives outlined herein, including the issuance of Industrial Revenue Bonds pursuant to K.S.A. 12-1740 et seq., to construct two buildings containing approximately 28,000 square feet in the Bel Aire Industrial Park. This Letter of Intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined herein and does not constitute a binding obligation of the parties, until such actions have been taken and all documents contemplated herein are executed. Absent subsequent rescission or extension by action of the Governing Body, this Letter of Intent to issue bonds and provide other incentives will remain in effect for six months, unless extended by the parties. This Letter of Intent is void if not signed and accepted within 30 days from the date of Mayors signing.

I. Industrial Revenue Bonds

At the option of WAM Investments, LLC, the City intends to authorize the issuance of tax exempt Industrial Revenue Bonds ("bonds" or "IRB's") to finance the cost of land, equipping and constructing a two commercial buildings for an aggregate total not to exceed \$3,700,000.00.

The Industrial Revenue Bonds will be privately placed by WAM Investments, LLC to its lenders.

II. Other Incentives:

The City will assess a 1% origination fee due at closing.

The City Council hereby conditionally approves a 95% ad valorem property tax exemption on the Bond-financed property, for a five-year term, with an additional five-year term to be a 75% ad valorem property tax exemption, all subject to the Tenant's ongoing compliance with the City's Economic Development Policy as well as conditions included

in this LOI. Under state law, no exemption may be granted from the ad valorem property tax levied by a school district for the capital outlay fund pursuant to the provisions of K.S.A. 72-8801, which levy may not exceed 8 mills.

Based on the assessed valuation of the current property tax which is payable for that year.

The City Council hereby conditionally approves a sales tax exemption in connection with the purchase of materials and equipment used in construction and equipping of the project based on IRB statues of the State of Kansas.

III. Other Conditions:

Closing of the IRB and issuance is subject to negotiation of the IRB bond documents, compliance with state law and City ordinances and policies for the issuance of the IRB bonds, and receipt of commitments for the purchase of IRB bonds from lenders.

Negotiation of a lease agreement.

Preparation of appropriate bond ordinance.

Execution of guarantees for payment of bonds to the extent required by the owner of the bonds.

The applicant will identify all owners of WAM Investments, LLC and their portion of equity as well as officers. The applicant will notify the City of any changes in ownership or officers as long as the bonds are outstanding.

Agreement to pay all costs incurred by the City for processing the application and issuance of the bonds.

Agreement to pay the City an Administrative fee of \$500.00 per year for the time period in which the bonds are outstanding.

An agreement that prior to the issuance of the bonds, the prospective tenant will obtain a suitable commitment for a policy of title insuring the title of any real property conveyed to the City in connection with the financing.

This agreement only covers the proposed Phase II attached as Exhibit 1. This drawing does include Phase I, but Phase I is excluded form this agreement.

WAM Investments, LLC will cooperate with any annual compliance procedures the City may require in compliance with the Lease Agreements and IRB's including any annual reports required of the applicant as well as any inspections of the applicant's premises or interviews with the applicant's staff.

The City may revoke any ad valorem property tax abatement or impose a payment in lieu of taxes in the amount of any ad valorem property taxes abated in the event the City Council finds, upon the fifth year, that WAM Investments, LLC did not achieve its capital investment of \$1,750,000.00 and employment goal of 12 full time employees.

The applicant will continue using the property as a commercial establishment.

IV. Assignment of Letter of Intent

The Letter of Intent is not assignable by WAM Investments, LLC, without the City’s expressed written approval.

Sincerely,

Jim Benage, Mayor

Date

Attest:

City Manager

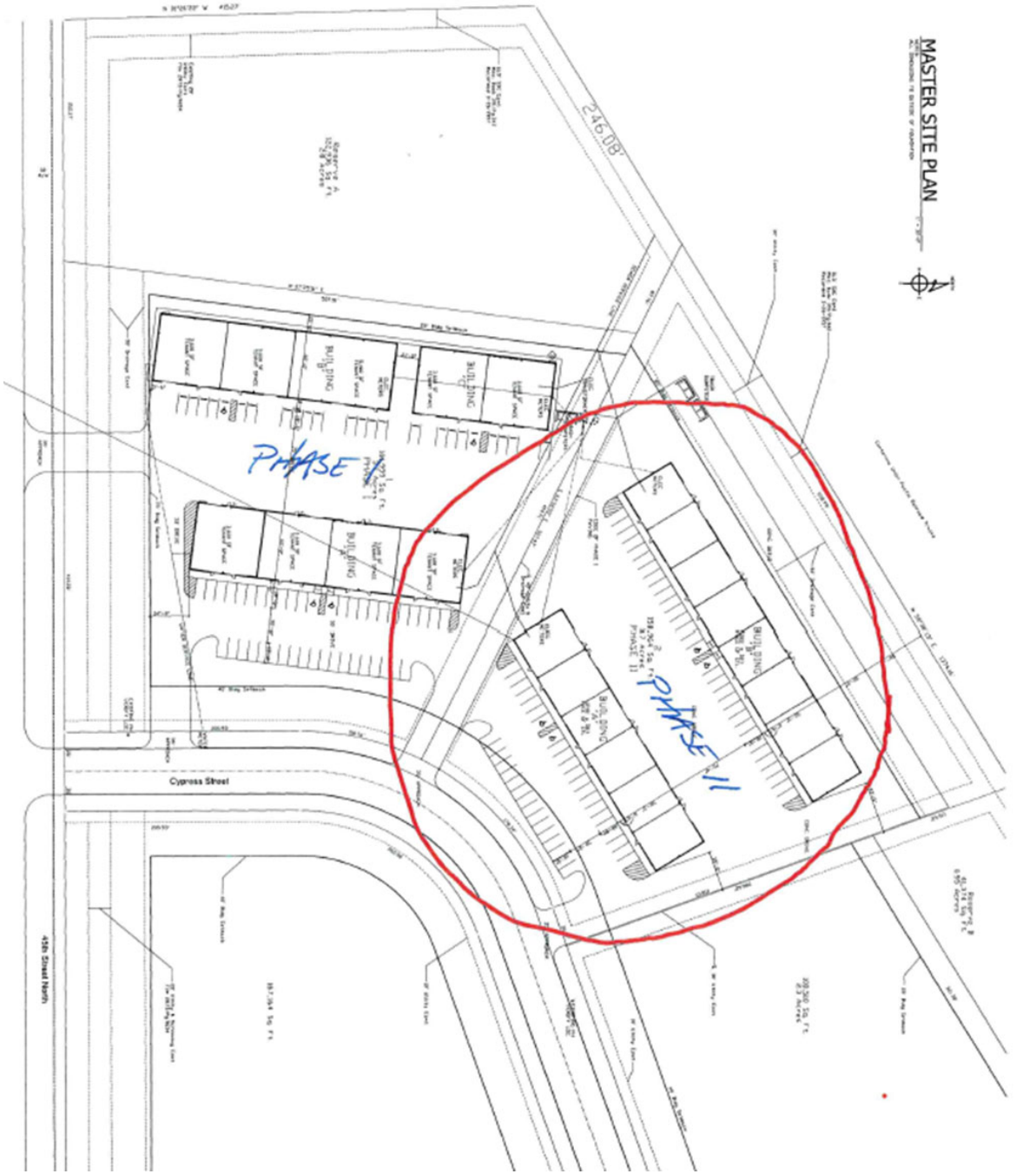
Accepted:

WAM Investments, LLC

Christian M. Madsen, Vice President

Date

EXHIBIT 1



(Published in *The Ark Valley News*, June 20, 2024)

**NOTICE OF PUBLIC HEARING
AND OF
ISSUANCE OF INDUSTRIAL REVENUE BONDS**

Public notice is hereby given that the City Council of the City of Bel Aire, Kansas (the "Issuer"), will conduct a public hearing on July 2, 2024 at 7:00 p.m., or as soon thereafter as may be heard at City Hall, 7651 E. Central Park Ave., Bel Aire, Kansas, in regard to the issuance by the Issuer of its Industrial Revenue Bonds (WAM Investments - Phase 2), in a principal amount not to exceed \$3,700,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued by the Issuer under authority of K.S.A. 12-1740 *et seq.*, as amended, to pay the costs of the acquiring, constructing and equipping of a commercial facility to be located at 9000 E. 46th Street North, Bel Aire, Kansas. The Issuer further intends to lease such facility to WAM Investments, LLC, a Kansas limited liability company, or another legal entity to be formed by the principals of WAM Investments, LLC (the "Tenant"). The governing body of the Issuer will not pass an ordinance authorizing the issuance of such revenue bonds until the public hearing has been concluded.

Notice is further given, in accordance with K.S.A. 12-1744e, that the Issuer intends to issue the Bonds and lease the facility to the Tenant as set out above.

A copy of this Notice, together with a copy of the inducement resolution of the Issuer to be considered for adoption on July 2, 2024, indicating the intent of the governing body of the Issuer to issue such Bonds and a report analyzing the costs and benefits of such property tax exemption are on file in the office of the Clerk, or will be as soon as completed, and available for public inspection during normal business hours.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified.

Dated: June 20, 2024

CITY OF BEL AIRE, KANSAS

Melissa Krehbiel, Clerk

City of Bel Aire, Kansas



STAFF REPORT

DATE: June 12, 2024
TO: Ted Henry, City Manager
FROM: Anne Stephens, City Engineer
RE: Skyview 2nd Phase 2 Engineering Services

Proposal Focus:

Our Mission

- Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

Our Values

- Working Together – Departments working together as one team. Staff working with residents, HOA’s and neighborhoods. Citizens working with each other.

Current Situation:

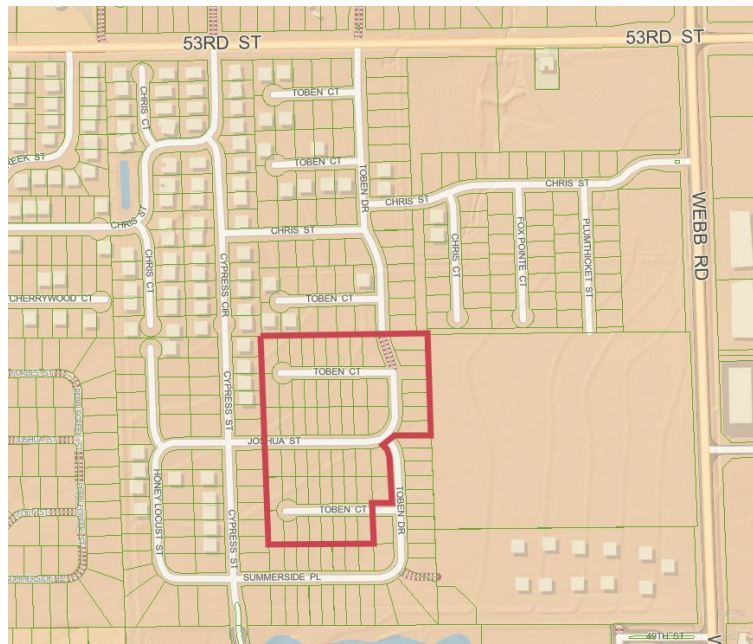
The Developer is ready to initiate the engineering design on Phase 2 of the Skyview 2nd development.

Goals:

- To work with the Developer to grow the City in an attractive, safe manner that is consistent with City standards.

Discussion:

The Developer has asked Garver to prepare an agreement for Engineering Design services for their development.



Financials:

The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots.

Recommendation:

Staff recommends that the City Council accept the Agreements for Professional Services from Garver in the amount of \$309,296.00 for the design, construction staking, construction administration and observation for the water, sanitary sewer, drainage and street improvements.



THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **City of Bel Aire, Kansas** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner intends to have designed streets and drainage, water and sanitary sewer extensions to serve Skyview 2nd Addition Phase 2 improvements (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform



its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.



- 6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 6.5. Design with Construction Phase Services.
 - 6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.
 - 6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.
 - 6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver’s subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as “Confidential Information” or “Proprietary Information” or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver’s performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a “need to know basis” with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party’s right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver’s General Liability policy to the extent of Garver’s indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the make-up of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.



9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner’s Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver’s subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner’s obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver’s and its Personnel’s total liability under the Agreement shall be limited to five hundred thousand dollars (\$500,000).

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner’s exclusive remedies and Garver’s only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.



10. DISPUTE RESOLUTION

10.1. Any controversy or claim (“**Dispute**”) arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association (“AAA”) in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Wichita, Kansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys’ fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall



continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.1. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.1. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.2. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Kansas, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.



12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – [Reserved]

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

[Signatures follow]



IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Bel Aire, Kansas

Garver, LLC

By: _____
Signature

By: Christopher Bohm
Signature

Name: Jim Benage
Printed Name

Name: Christopher Bohm
Printed Name

Title: Mayor

Title: Senior Project Manager

Date: _____

Date: 6-13-24

Attest: _____

Attest: [Signature]



**EXHIBIT A
(SCOPE OF SERVICES)**

1.1 Garver shall provide the following Services (Engineering Design)

Furnish engineering and technical services as required to develop the plans, supplemental specifications and estimates of the quantities of work for the PROJECT in accordance with design standards and in the format and detail required by the City of Bel Aire, Kansas, and as outlined in this Appendix. Plans will include the design of streets, storm water drainage system, sanitary sewer extensions, and water line extensions to serve Skyview 2nd Addition Phase 2.

When authorized by the OWNER, proceed with development of plans for the PROJECT based on the preliminary design concepts approved by the OWNER.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for engineering design.
2. Soils and Foundation Investigations. When recommended by Garver, and/or requested by the OWNER, the OWNER shall direct an approved testing laboratory to perform subsurface borings and soils investigations for the PROJECT for the purpose of determining subgrade compaction and soil stabilization requirements. The testing laboratory shall be responsible for the accuracy and competence of their work. The Owner's contract with the testing laboratory shall provide that the testing laboratory is responsible to the OWNER for the accuracy and competence of their work. The cost of soils and boring investigations shall be directly contracted with and billed directly to the OWNER.
3. Review Preliminary Design Concepts. Review preliminary design concepts with the OWNER or its designated representative prior to progressing to detail aspects of the work unless waived by the OWNER.
4. Prepare engineering plans, plan quantities and supplemental specifications as required.
5. Identify all known potential utility conflicts and, when authorized by the OWNER, provide prints of plans to each utility identifying the problem locations. GARVER shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings and effect resolutions of conflicts.
6. Deliver original plan tracings and specification originals to the OWNER.
7. When requested by the OWNER, conduct pre-bid and/or pre-construction conferences and assist the OWNER in the bid process.
8. Provide AutoCAD V. 2022 drawing files for the PROJECT to the OWNER.
9. Provide Construction Phase Services consisting of construction staking and construction observation which include the following general duties:



Pre-Construction Activities:

- Assist the City with the preparation and receipt of contracts and project bonds.
- Work with the Contractor to establish a work schedule for the project.
- Receive and review shop drawings and material submittals from the Contractor.
- Verify that on-site underground utility lines have been marked by Kansas One-Call.
- Field check all materials on site to determine compliance with the specifications.
- Notify adjacent property owners concerning construction operations.
- Provide construction staking for line and grade with offsets for marked stakes at the distances specified by the Contractor.

Construction Operations – Water, Sanitary Sewer, Street and Storm Water Sewer

Sanitary Sewer System

- Check trench width and depth.
- Ensure that proper care is taken when connecting to existing structures.
- Check that the bedding material meets pipe requirements and trench conditions.
- Check for pipe alignment and grade.
- Check pipe joints and fittings for proper placement.
- Check that pipe backfill meets compaction requirements.
- Coordinate and supervise testing of manholes and sanitary sewer pipe.
- Ensure that site restoration (driveway removal, yard restoration, street restoration, etc.) is completed properly.
- Revise the original plans to reflect the as-built elevations and structure locations.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.

Water Distribution System

- Check trench width and depth.
- Ensure that proper care is taken when connecting to existing structures.
- Check for pipe alignment and grade.
- Check pipe joints and fittings for proper placement.
- Check that pipe backfill meets compaction requirements.
- Coordinate and supervise testing of water mains.
- Ensure that site restoration (driveway removal, yard restoration, street restoration, etc.) is completed properly.
- Revise the original plans to reflect the as-built elevations and structure locations.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.

Paving, Subgrade and Curb Construction

- Check earthwork cuts and fill against the stakes to verify accuracy.
- Verify drainage ditches for alignment and grade.
- Order soil testing for the subgrade compaction and for treated subgrade as is required by the specifications. Additional testing will be ordered if conditions warrant, or if on-site testing fails.
- Check placement of geogrid reinforcement (if used on project).
- Check subgrade rock depth and width (if used on project).



- Check that subgrade is trimmed to the bluetop stakes after placement of curb.
- Check string lines for alignment and grade.
- Check expansion joint material.
- Check that curb machine is maintained and operating properly.
- Check curb template for proper size and dimensions.
- Check that air temperature and ground conditions meet specifications.
- Take a minimum of two concrete test cylinders on each pour day.
- Deliver cylinders to testing laboratory for testing.
- Revise the original plans to reflect as-built conditions.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.

Storm Water Sewer System

- Check trench width and depth.
- Ensure that proper care is taken when connecting to existing structures.
- Check that the bedding material meets pipe requirements and trench conditions.
- Check for pipe alignment and grade.
- Check pipe joints and fittings for proper placement.
- Check that pipe backfill meets compaction requirements.
- Coordinate and supervise TV testing of storm water sewer pipe.
- Ensure that site restoration (driveway removal, yard restoration, street restoration, etc.) is completed properly.
- Revise the original plans to reflect the as-built elevations and structure locations.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.

Subdivision Survey Monuments

- After construction is complete, Garver shall set survey monuments indicated on the final plat for the paving benefit district of the current phase.

The list of inspection items presented here provides an outline of the duties and the responsibilities of Garver prior to and during construction of these projects. The enclosed documents provide information concerning the inspection process but cannot detail all the contingencies that may arise during the construction of the projects. The engineer in charge of inspection must be able to deal with a variety of circumstances that may arise during the construction process.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.



- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
- 1.2.6 Pay all plan review and advertising costs in connection with the project.
- 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
- 1.2.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Street and Drainage Design Services	\$74,076	LUMP SUM
Water System Design Services	\$23,300	LUMP SUM
Sanitary Sewer System Design	\$18,100	LUMP SUM
Street and Drainage Construction Phase Services		
Construction Staking	\$29,630	RATE SCHEDULE
Project Administration and Observation	\$88,890	RATE SCHEDULE
Water Construction Phase Services		
Construction Staking	\$9,740	RATE SCHEDULE
Project Administration and Observation	\$29,240	RATE SCHEDULE
Sanitary Construction Phase Services		
Construction Staking	\$9,080	RATE SCHEDULE
Project Administration and Observation	\$27,240	RATE SCHEDULE
TOTAL FEE	\$309,296	

The lump sum amount to be paid under this Agreement is \$115,476.

Any unused portion of the fee, due to delays beyond Garver’s control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2025.

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver’s personnel (may include contract staff classified at Garver’s discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be \$193,820. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2024. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
2. \$20.00 per hour for GPS survey equipment use.
3. Direct cost for outside reproduction.



Exhibit B

Garver Hourly Rate Schedule: July 2023 - June 2024

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 128.00	RS-1	\$ 102.00
E-2	\$ 148.00	RS-2	\$ 141.00
E-3	\$ 172.00	RS-3	\$ 200.00
E-4	\$ 192.00	RS-4	\$ 261.00
E-5	\$ 219.00	RS-5	\$ 327.00
E-6	\$ 270.00	RS-6	\$ 402.00
E-7	\$ 330.00	RS-7	\$ 457.00
Planners		Environmental Specialists	
P-1	\$ 153.00	ES-1	\$ 102.00
P-2	\$ 192.00	ES-2	\$ 135.00
P-3	\$ 239.00	ES-3	\$ 164.00
P-4	\$ 267.00	ES-4	\$ 203.00
P-5	\$ 308.00	ES-5	\$ 255.00
		ES-6	\$ 311.00
		ES-7	\$ 399.00
		ES-8	\$ 451.00
Designers		Project Controls	
D-1	\$ 119.00	PC-1	\$ 105.00
D-2	\$ 139.00	PC-2	\$ 145.00
D-3	\$ 166.00	PC-3	\$ 184.00
D-4	\$ 192.00	PC-4	\$ 236.00
Technicians		PC-5	\$ 288.00
T-1	\$ 93.00	PC-6	\$ 353.00
T-2	\$ 127.00	PC-7	\$ 454.00
T-3	\$ 140.00		
T-4	\$ 181.00		
Surveyors		Administration / Management	
S-1	\$ 63.00	AM-1	\$ 74.00
S-2	\$ 75.00	AM-2	\$ 99.00
S-3	\$ 114.00	AM-3	\$ 138.00
S-4	\$ 137.00	AM-4	\$ 175.00
S-5	\$ 170.00	AM-5	\$ 216.00
S-6	\$ 193.00	AM-6	\$ 265.00
2-Man Crew (Survey)	\$ 216.00	AM-7	\$ 320.00
3-Man Crew (Survey)	\$ 270.00	M-1	\$ 510.00
2-Man Crew (GPS Survey)	\$ 236.00		
3-Man Crew (GPS Survey)	\$ 290.00		
Construction Observation			
C-1	\$ 113.00		
C-2	\$ 145.00		
C-3	\$ 176.00		
C-4	\$ 192.00		
C-5	\$ 259.00		



**EXHIBIT C
(INSURANCE)**

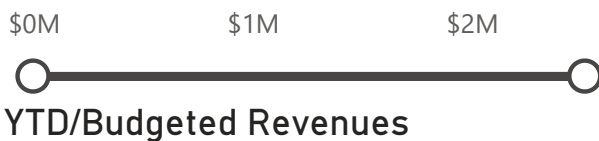
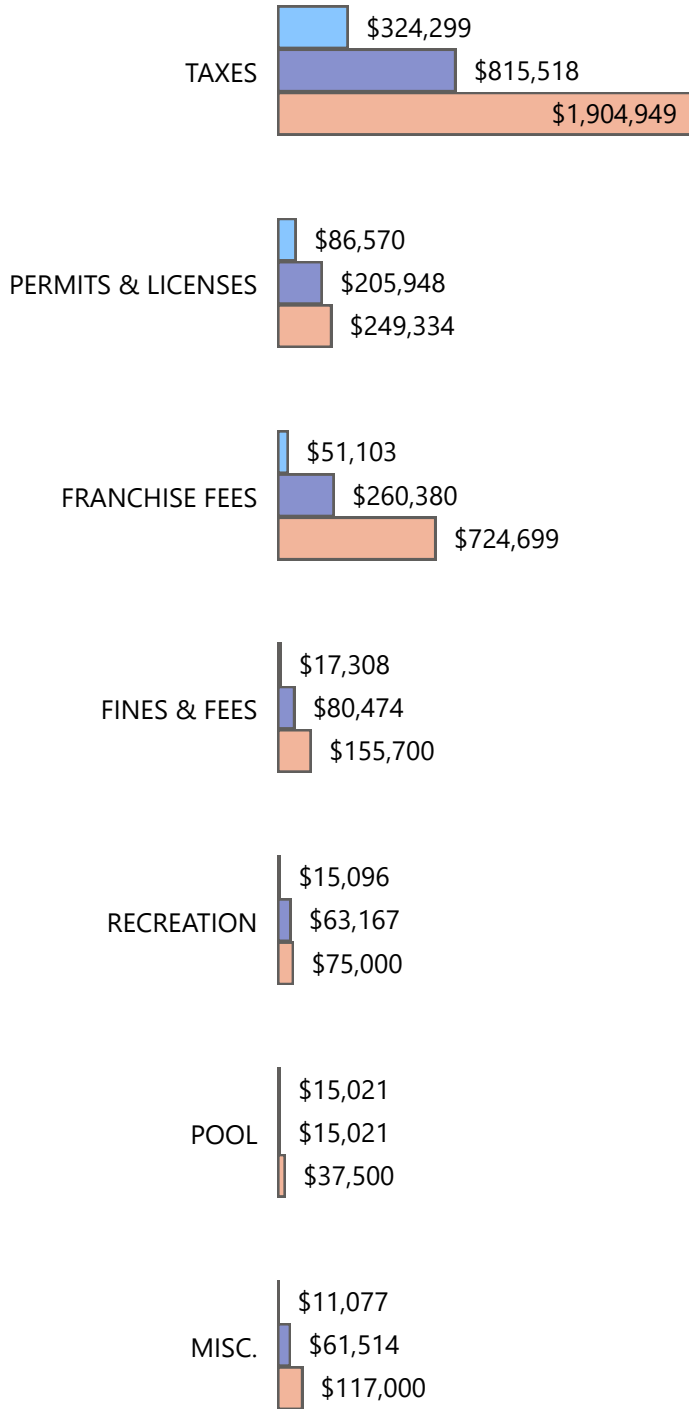
Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000

May - 2024 Monthly Finance Report - General Fund

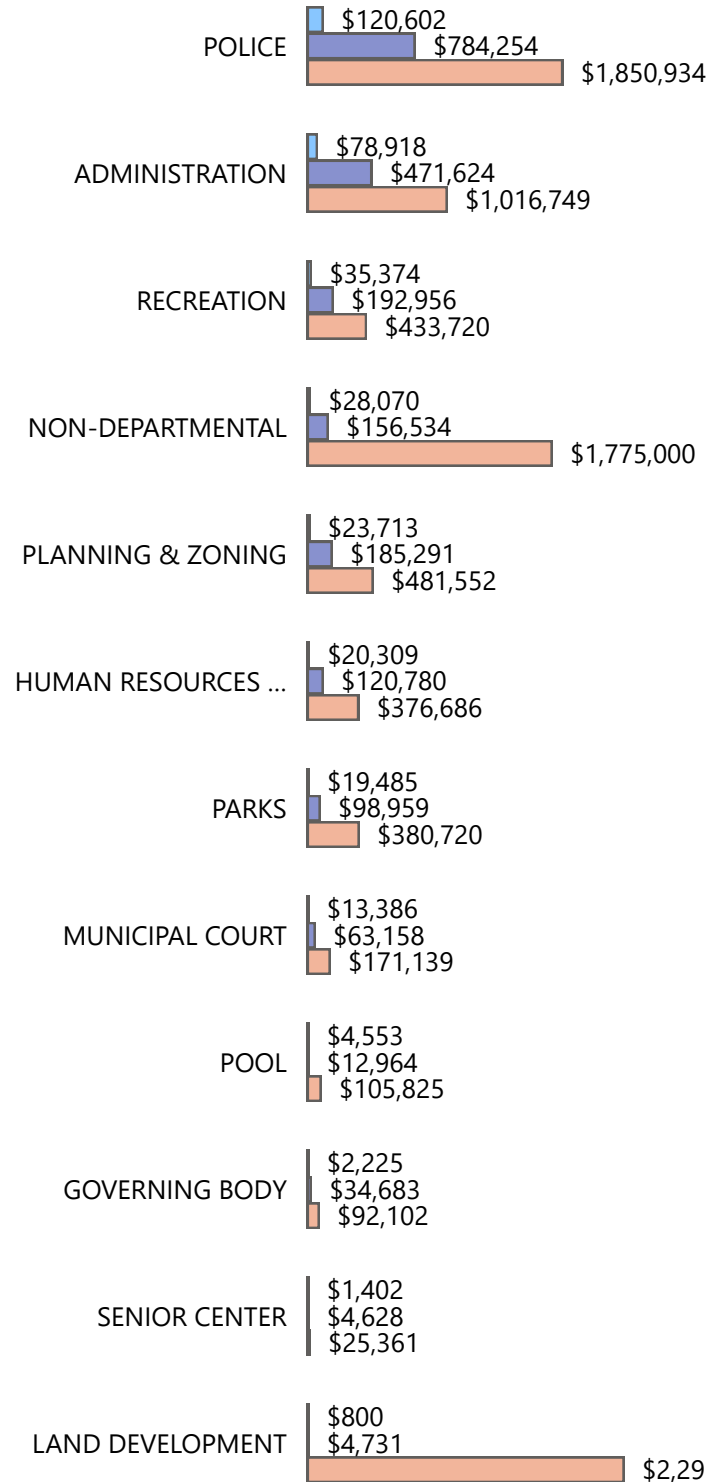
Revenues

● MTD ● YTD ● FY24 BUDGET



Expenditures

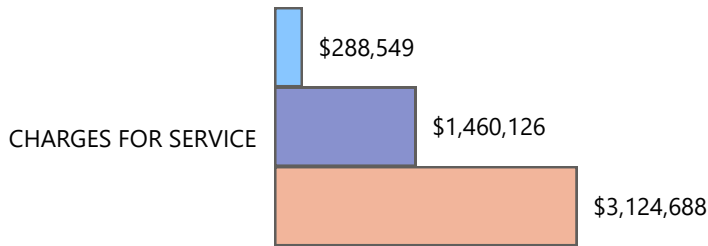
● MTD ● YTD ● FY24 BUDGET



May - 2024 Monthly Finance Report - Sewer Fund

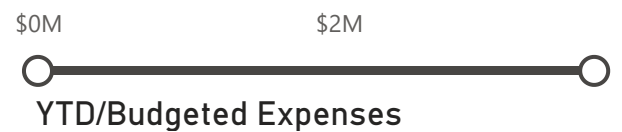
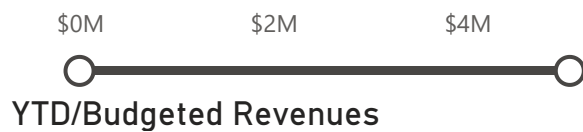
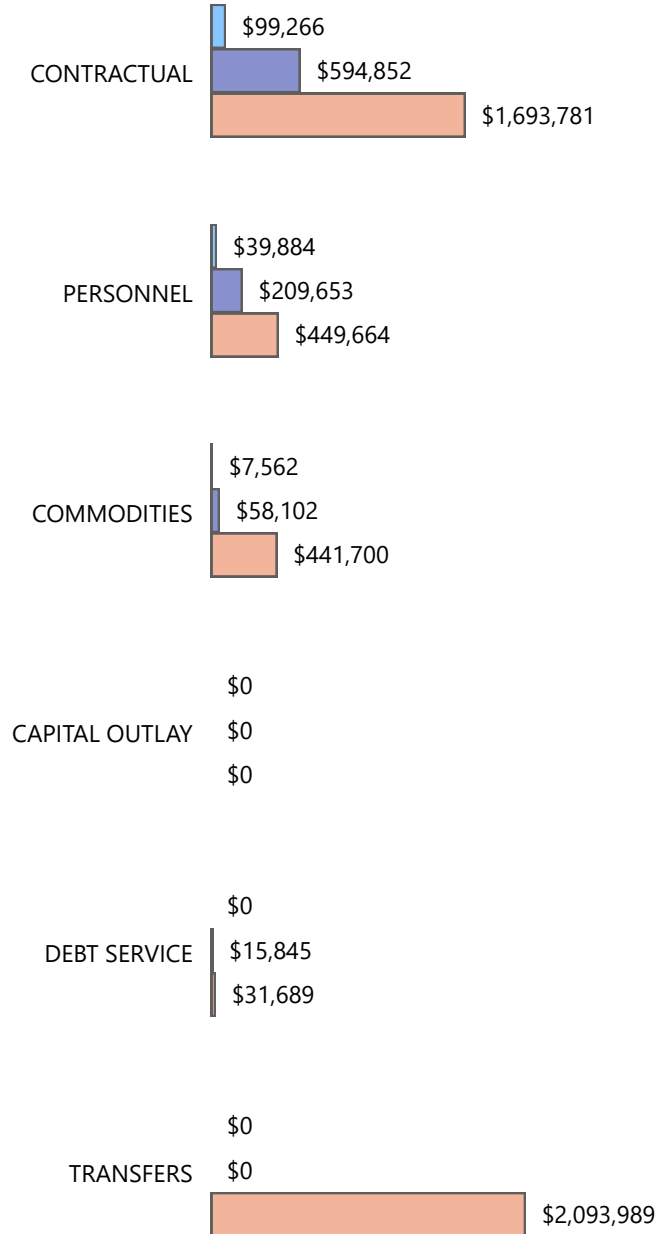
Revenues

● MTD ● YTD ● FY24 BUDGET



Expenditures

● MTD ● YTD ● Sum of FY24 BUDGET



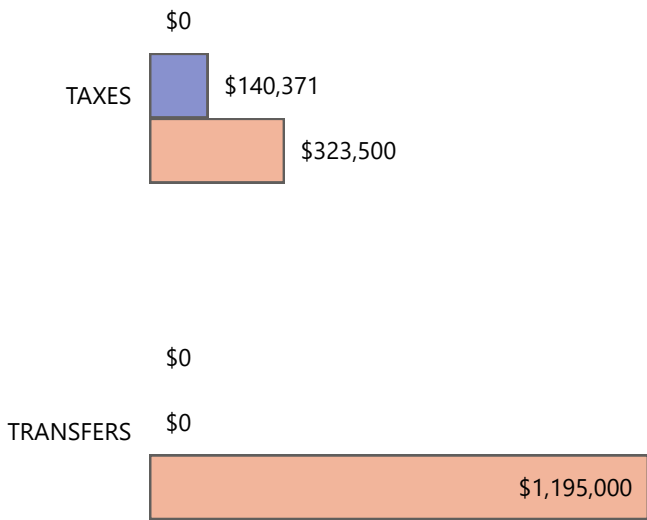
\$0.00M **\$1.46M** \$3.12M

\$0.00M **\$878.45K** \$4.71M

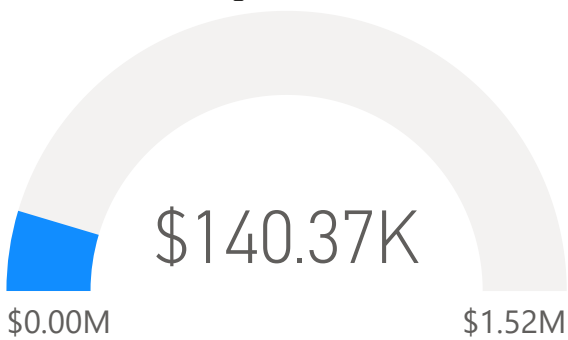
May - 2024 Monthly Finance Report - Special Streets and Highway Fund

Revenues

● MTD ● YTD ● FY24 BUDGET

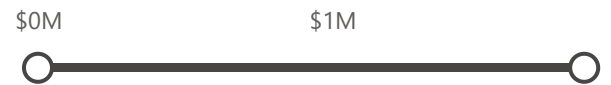
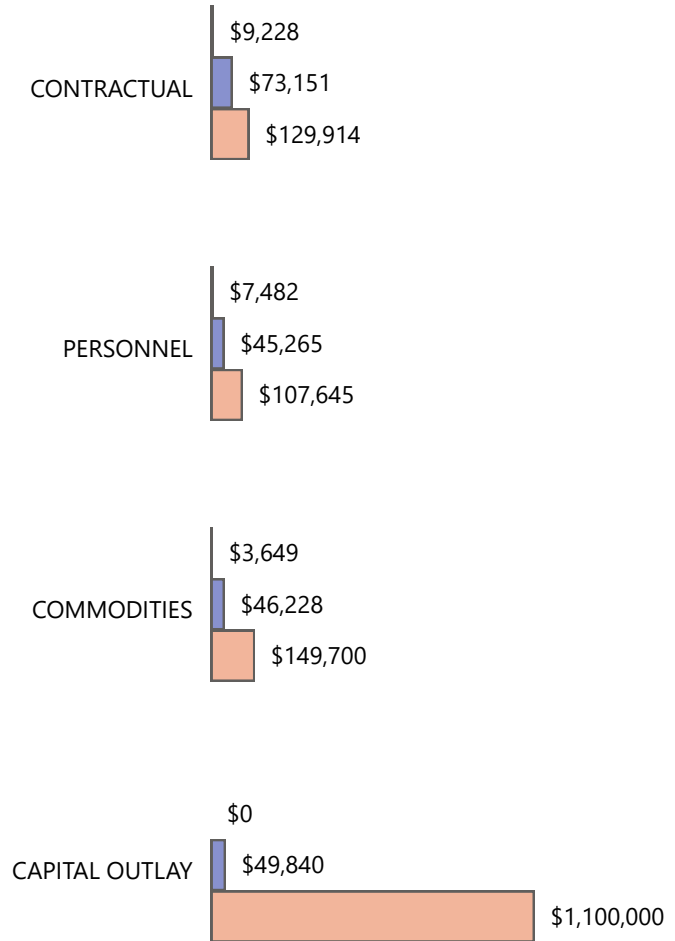


YTD/Budgeted Revenues

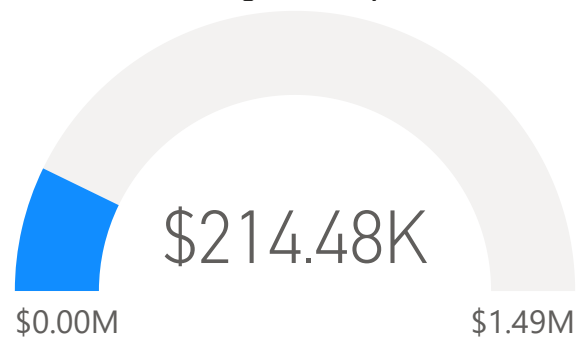


Expenditures

● MTD ● YTD ● FY24 BUDGET



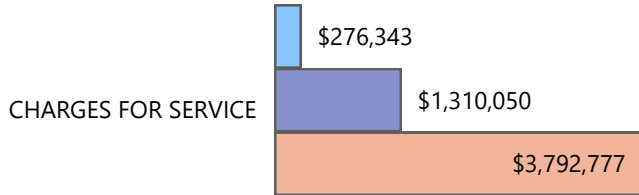
YTD/Budgeted Expenses



May - 2024 Monthly Finance Report - Water Fund

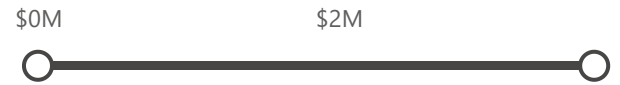
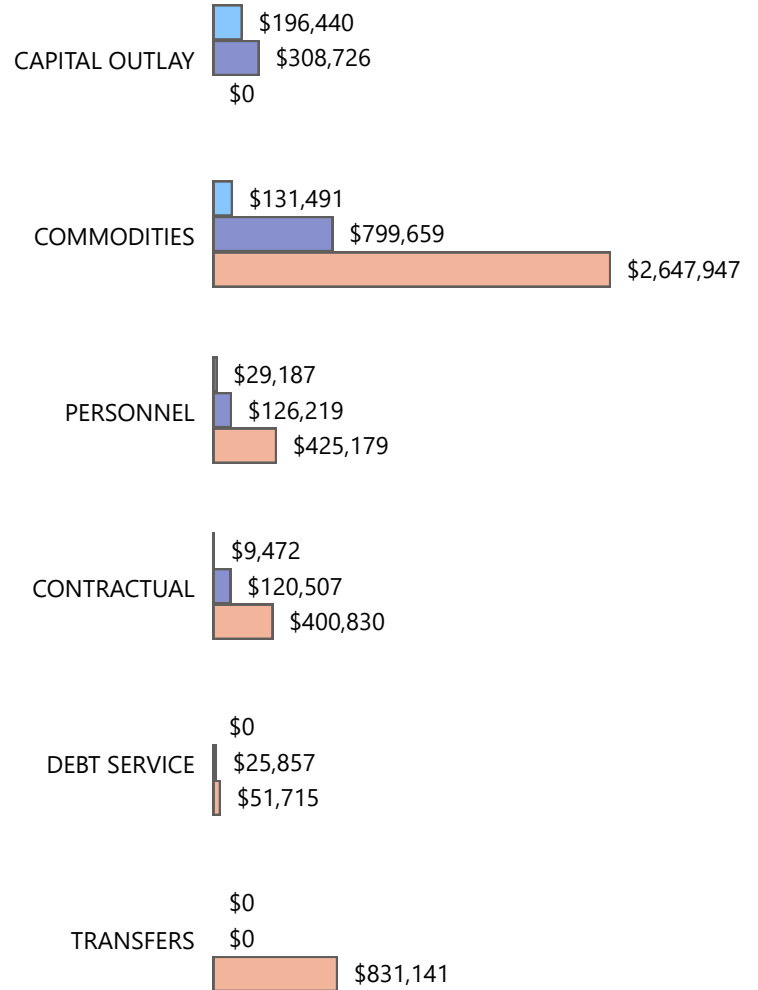
Revenues

● MTD ● YTD ● FY24 BUDGET

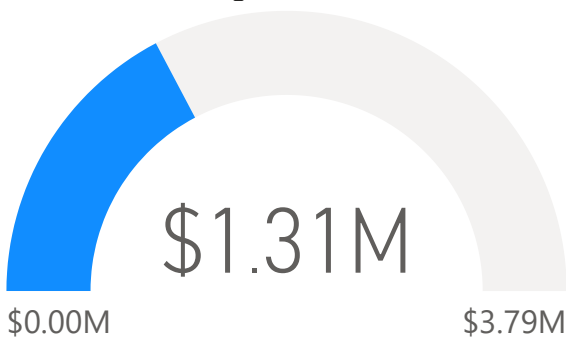


Expenditures

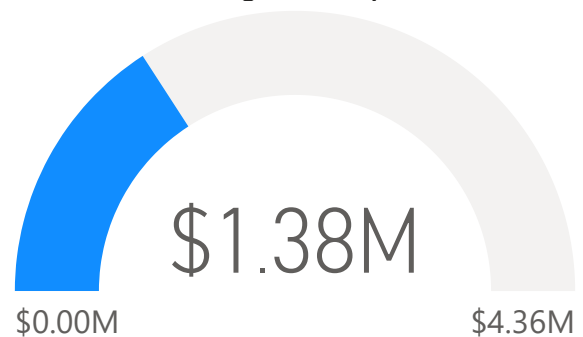
● MTD ● YTD ● FY24 BUDGET



YTD/Budgeted Revenues



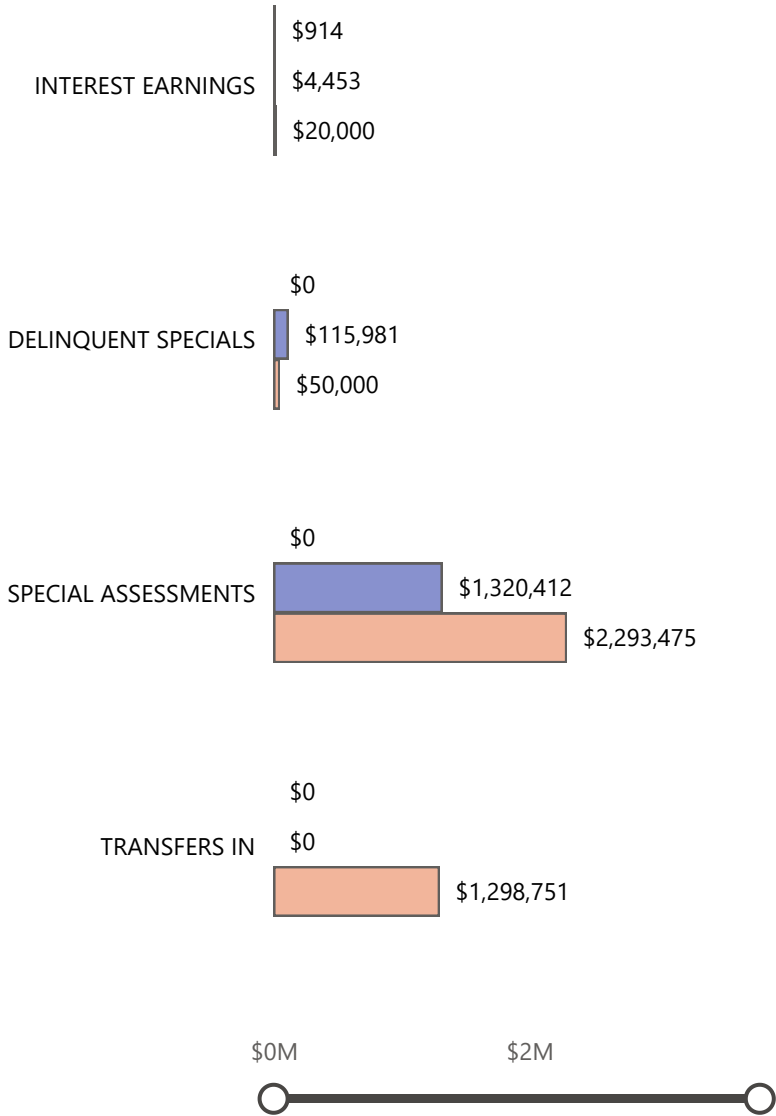
YTD/Budgeted Expenses



May - 2024 Monthly Finance Report - Bond and Interest Fund

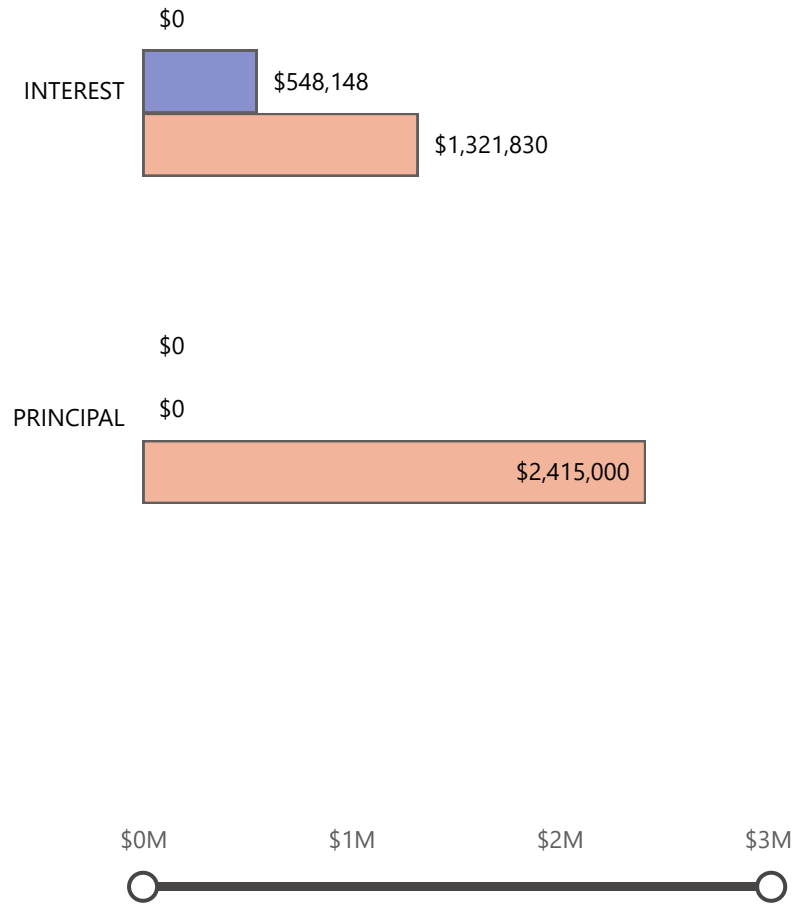
Revenues

● MTD ● YTD ● FY24 BUDGET

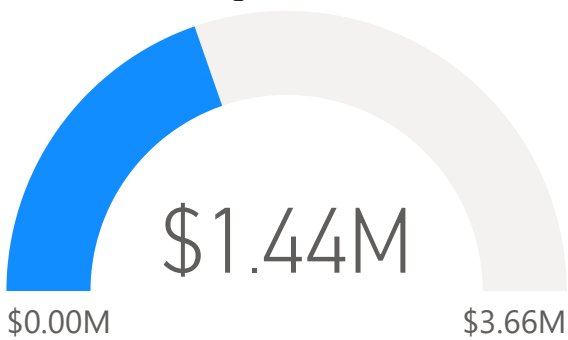


Expenditures

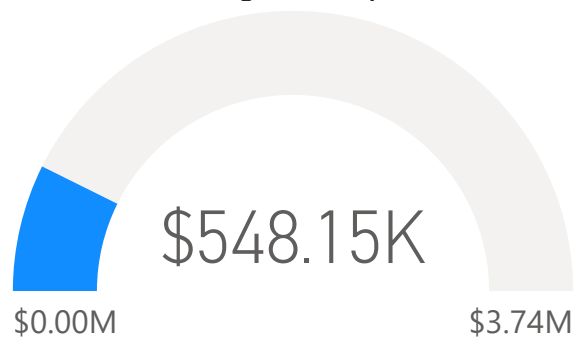
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YTD/Budgeted Revenues



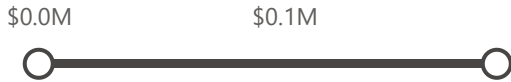
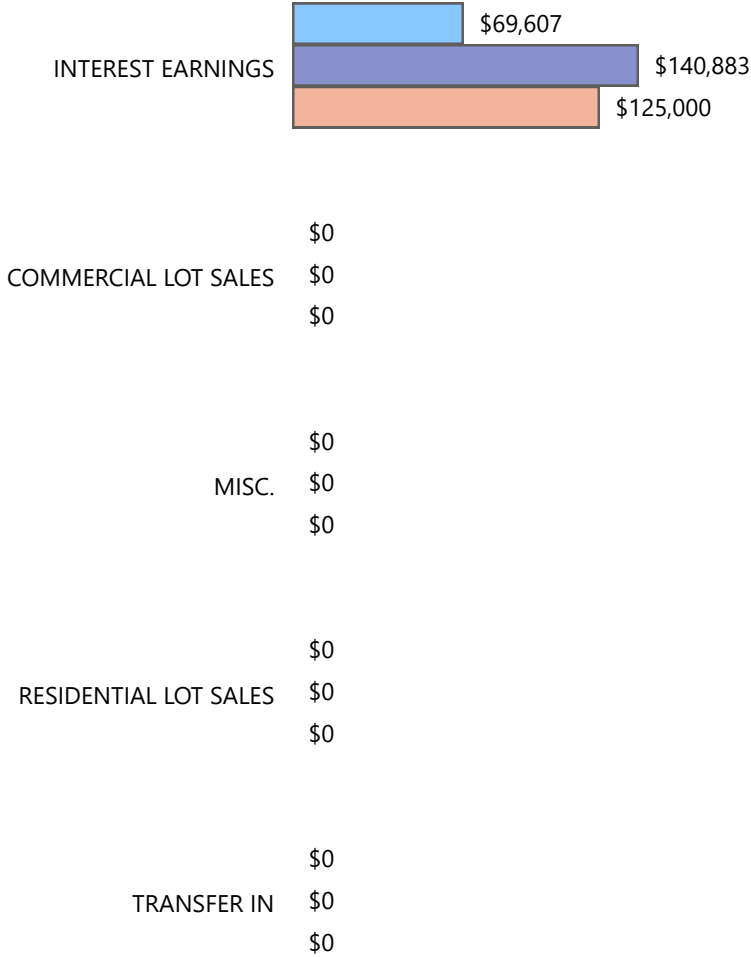
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May - 2024 Monthly Finance Report - Land Bank Fund

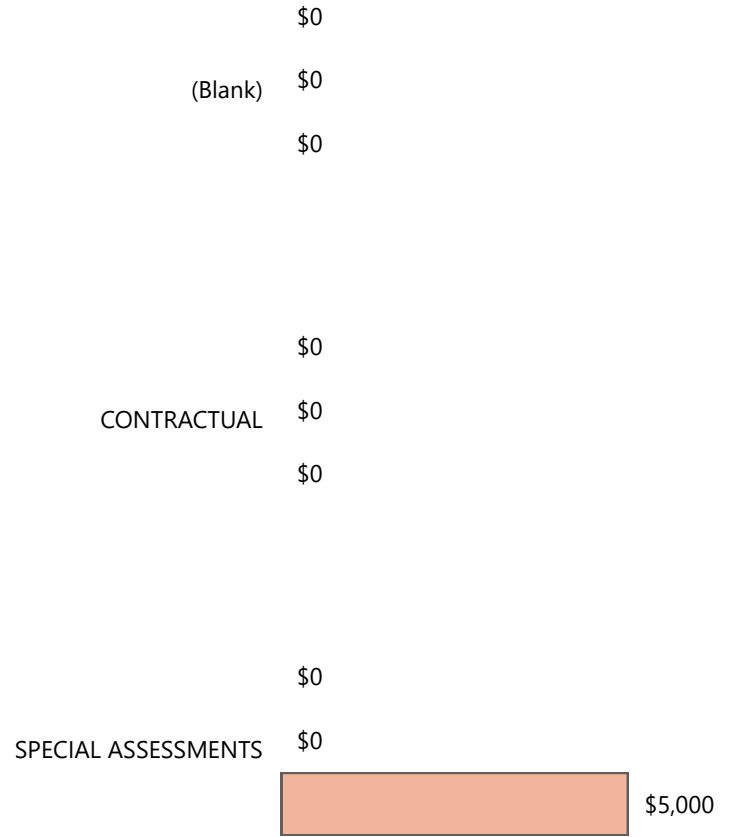
Revenues

● MTD ● YTD ● FY24 BUDGET



Expenditures

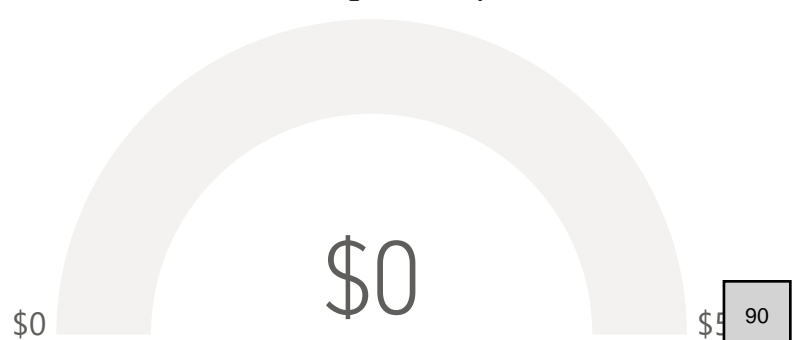
● MTD ● YTD ● FY24 BUDGET



YTD/Budgeted Revenues



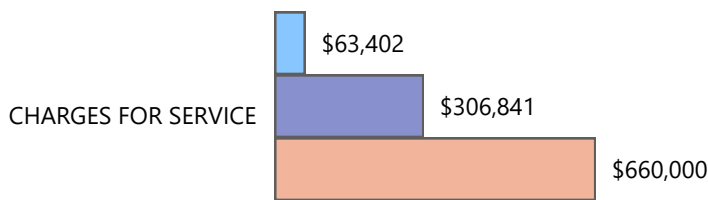
YTD/Budgeted Expenses



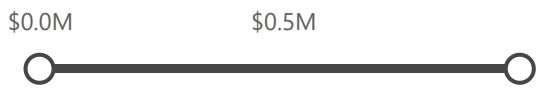
May - 2024 Monthly Finance Report - Solid Waste Fund

Revenues

● MTD ● YTD ● Sum of FY24 BUDGET

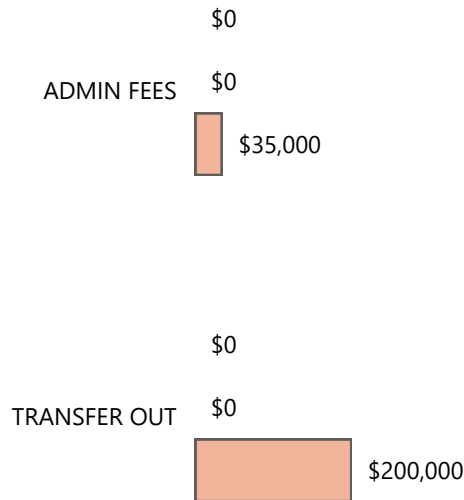
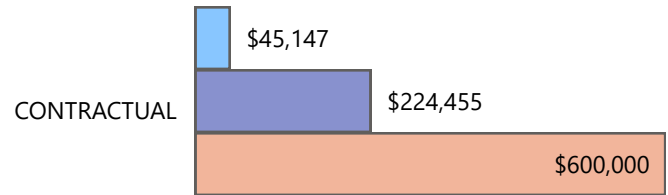


TRANSFER IN \$0
\$0
\$0

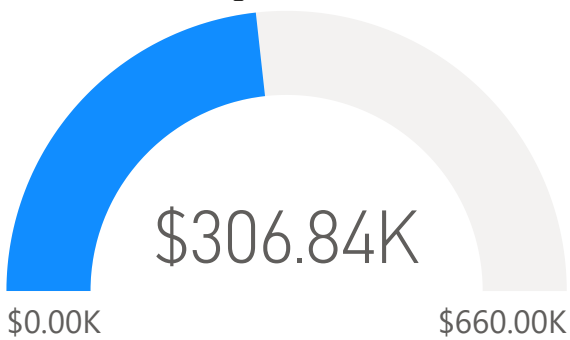


Expenditures

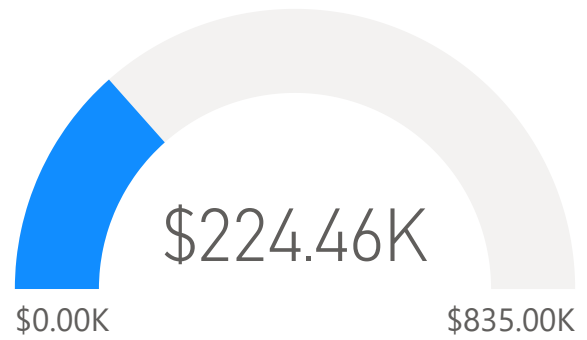
● MTD ● YTD ● FY24 BUDGET



YTD/Budgeted Revenues



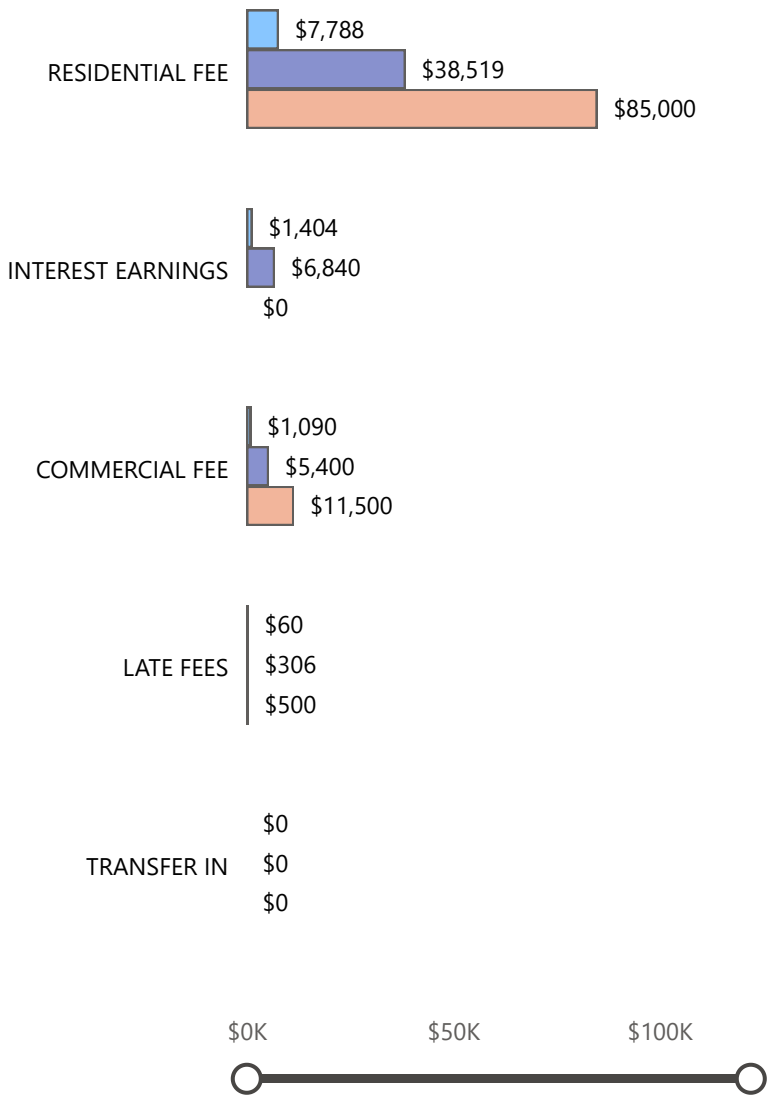
YTD/Budgeted Expenses



May - 2024 Monthly Finance Report - Stormwater Fund

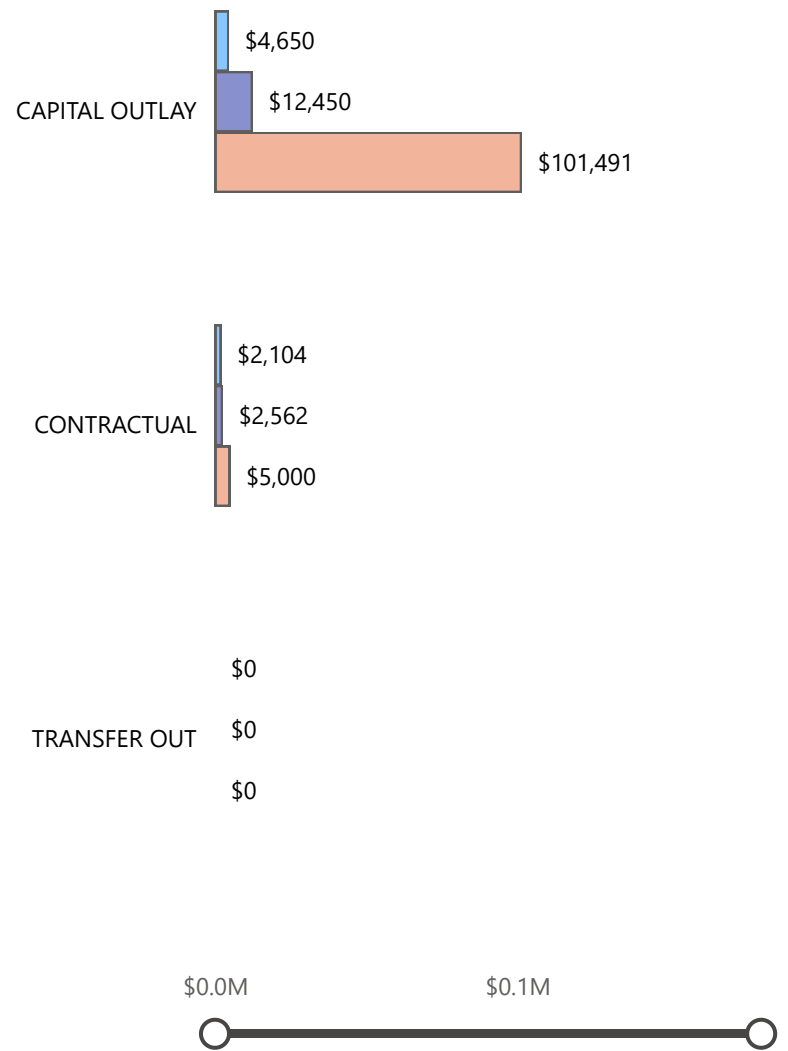
Revenues

● MTD ● YTD ● FY24 BUDGET

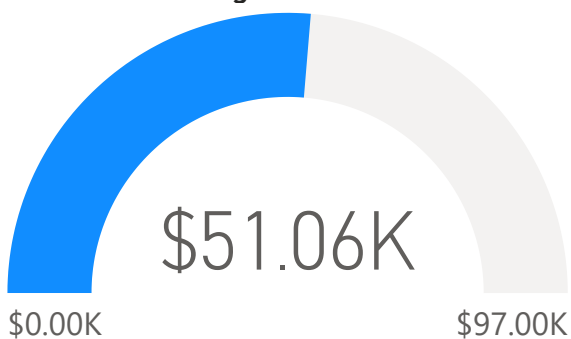


Expenditures

● MTD ● YTD ● FY24 BUDGET



YTD/Budgeted Revenues



YTD/Budgeted Expenses



FUND	YTD	FY24 BUDGET
BOND & INTEREST	\$1,440,847	\$3,662,226
DELINQUENT SPECIALS	\$115,981	\$50,000
INTEREST EARNINGS	\$4,453	\$20,000
SPECIAL ASSESSMENTS	\$1,320,412	\$2,293,475
TRANSFERS IN	\$0	\$1,298,751
GENERAL	\$4,165,771	\$8,805,313
FINES & FEES	\$80,474	\$155,800
FRANCHISE FEES	\$260,380	\$924,699
GRANTS	\$61,302	\$71,232
MISC.	\$65,817	\$127,000
PERMITS & LICENSES	\$209,948	\$624,334
POOL	\$15,021	\$37,500
RECREATION	\$63,615	\$77,000
TAXES	\$3,409,214	\$6,787,748
LAND BANK	\$140,883	\$125,000
INTEREST EARNINGS	\$140,883	\$125,000
SEWER	\$1,460,126	\$3,124,688
CHARGES FOR SERVICE	\$1,460,126	\$3,124,688
SOLID WASTE	\$306,841	\$660,000
CHARGES FOR SERVICE	\$306,841	\$660,000
SPECIAL STREETS & HWY	\$140,371	\$1,518,500
TAXES	\$140,371	\$323,500
TRANSFERS	\$0	\$1,195,000
STORMWATER	\$44,224	\$97,000
COMMERCIAL FEE	\$5,400	\$11,500
LATE FEES	\$306	\$500
RESIDENTIAL FEE	\$38,519	\$85,000
WATER	\$1,310,050	\$3,792,777
CHARGES FOR SERVICE	\$1,310,050	\$3,792,777
Total	\$9,009,114	\$21,785,504

FUND	YTD	F
		Section XV, Item A.
BOND & INTEREST	\$548,148	\$3,736,830
INTEREST	\$548,148	\$1,321,830
PRINCIPAL	\$0	\$2,415,000
GENERAL	\$2,130,563	\$9,004,569
CAPITAL OUTLAY	\$9,081	\$230,000
COMMODITIES	\$170,967	\$525,250
CONTRACTUAL	\$452,648	\$698,178
PERSONNEL	\$1,497,866	\$3,786,067
TRANSFERS	\$0	\$3,765,074
LAND BANK	\$0	\$5,000
SPECIAL ASSESSMENTS	\$0	\$5,000
SEWER	\$878,453	\$4,710,823
COMMODITIES	\$58,102	\$441,700
CONTRACTUAL	\$594,852	\$1,693,781
DEBT SERVICE	\$15,845	\$31,689
PERSONNEL	\$209,653	\$449,664
TRANSFERS	\$0	\$2,093,989
SOLID WASTE	\$224,455	\$835,000
ADMIN FEES	\$0	\$35,000
CONTRACTUAL	\$224,455	\$600,000
TRANSFER OUT	\$0	\$200,000
SPECIAL STREETS & HWY	\$214,484	\$1,487,259
CAPITAL OUTLAY	\$49,840	\$1,100,000
COMMODITIES	\$46,228	\$149,700
CONTRACTUAL	\$73,151	\$129,914
PERSONNEL	\$45,265	\$107,645
STORMWATER	\$15,012	\$106,491
CAPITAL OUTLAY	\$12,450	\$101,491
CONTRACTUAL	\$2,562	\$5,000
WATER	\$1,072,243	\$4,356,812
COMMODITIES	\$799,659	\$2,647,947
CONTRACTUAL	\$120,507	\$400,830
DEBT SERVICE	\$25,857	\$51,715
PERSONNEL	\$126,219	\$425,179
TRANSFERS	\$0	\$831,141
Total	\$5,083,357	\$24,242,784

CITY OF BEL AIRE
STAFF REPORT

DATE: May 31, 2024

TO: Ted Henry City Manager

FROM: Marty McGee, Public Works Director

Water- Public Works is working to install the 45-water test sample stations that were purchased. The installation of the test stations will be a lengthy process.

UMC has completed yard restoration for the Hillcrest water line. This project looks good, and we have had no complaints. Public Works will need to do a little work on this project to satisfy residents.

Streets- We have graded 53rd street four times and Aurora Park twice this month. The southeast ditch on 53rd street is becoming a safety issue. If someone gets close to the edge of the road, they could end up in the ditch. We have added traffic cones to the edge of the road as a precaution.

Sewer- On 5/13/24 we installed a Bio Block enzyme at the Rock Road lift station to help control the high BOD. This was recommended by Park City and Wichita Public Works department. We will also install another Bio Block at the 53rd street lift station in June to see if we have better sample results.

We attended the CCUA TAC meeting to discuss financial reimbursement of cost for flowmeters, sewer testing equipment and redesign of the Bel Aire midway point.

We have taken our sewer test samples this month and have had positive results.

We have performed two pretreatment walkthroughs with the Catholic Care Center and Spiritual Life Center. Management for both facilities were welcoming to our inspections and were willing to comply with all recommendations. We hope by performing these pretreatment inspections we will see a decrease in the high BOD and FOG and hopefully a decrease in foreign objects that are being flushed. In June we will be scheduling a walkthrough with Resurrection Church and School in hopes of having the same positive results.

Storm Water- On 5/10/24 we installed riprap and graded the ditch at 45th and Eagle Lake for erosion control. **Pictures included.** On 5-30-24 three out of the four storm water samples were collected and recorded for KDHE in compliance with our MS4 permit. Samples were delivered to the lab and we are awaiting results.





Parks- We have completed our monthly park inspections with little findings.

Eagle Lake has been sprayed 3 times for poison hemlock.

We poured two concrete pads and installed two park benches at Brookhouser Park.

We have added sand to Brookhouser Park play areas.

We purchased paint to repaint the bridge at Eagle Lake, but the rain has interfered with this project, it will be done in June. We trimmed the trees at Eagle Lake along the walking paths.

We ordered new backflow covers for Brookhouser Park and Bel Aire Park.

Public Works removed all the mulch at the pool and added rock, this looks a lot better and will be easier to maintain; we used 30 tons of rock.

Locates- 296 locates were completed this month.

STAFF REPORT

DATE: June 11, 2024
TO: Ted Henry, City Manager & Bel Aire Governing Body
FROM: Brian Hayes, Recreation Director
RE: May Activities

Recreation

- 24 participants completed their Blastball season on May 9th.
- Tippi Toes Dance completed their first session but will offer a mini session this summer.
- 30 Happy Feet Soccer & TGA Golf participants completed their spring session. They will be back in the fall.
- Pickleball participation was up with 313 compared to 279 last month. Tuesday & Thursday mornings are now being offered on a trial basis due to demand.
- May Taekwondo participation was steady with 24 compared to 23 in April.
- Exercise classes were steady with 28 participants.
- Drop-in use was steady with 544 sign-ins compared to 509 in April.
- 103 participants on 8 Bel Aire Rec teams continue playing in the Wichita Heights Junior Baseball/Softball League and games will run thru early July.
- 138 participants on 12 T-Ball & Machine-Pitch Baseball teams began practicing on May 15th. Games will be held on weeknights for the entire month of June.
- The extent of the winter-killed Bermudagrass is now fully apparent. An estimated one-third of the 8 acres of bermudagrass athletic turf is damaged. The 2-acre soccer field is in the worst condition with about 75% of it damaged. At this time, we are not planning on playing soccer on it this fall. Making matters worse is the fact that pre-emergent herbicide was routinely applied earlier this year when the grass was dormant so essentially all we can do now is fertilize what is still alive and re-establish damaged areas beginning this fall into next year. This winter kill has affected the entire region and we have been visiting with other local agencies and experts in the field to formalize a plan of action. Other routine mowing and grounds maintenance continues.
- Upcoming Rec programs include Challenger Soccer Camp, Bel Aire Ball, and hope to be able to offer fall sports but will have to modify its delivery due to the athletic turf winterkill issue.

Seniors

- 877 seniors signed in for Tai Chi, cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 860 in March.
- Highlights this month included an outing to the Museum of World Treasures and presentations on Estate Planning & Gardening.
- Other April programs included several special games and arts/craft activities. In all there were 13 ongoing activities, 4 special activities and 5 educational sessions offered.
- Upcoming Senior activities include an outing to the Wichita Art Museum, a cookout, a presentation on Trusts/Estate Planning as well as the many ongoing baseline programs, games, crafts, presentations, and communications.

Swimming Pool

- Rec Staff completed patching of some coping, entrance & water line tiles, and concrete decking. Staff will obtain quotes on replacing some of these before next season.
- Pool staff training/orientation and final prep work took place on May 20th. The pool is fully staffed with a manager, senior guard and 7 lifeguards. Of the 9, only 2 are new.
- The pool opened as scheduled on May 25th. Residents started lining up at the door early to swim, purchase memberships and reserve times for pool parties. Unfortunately, the rest of the week was cool and rainy so attendance was spotty at best.

MANAGERS REPORT

DATE: June 13, 2024
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: June 18, 2024 Agenda



Consent Agenda (Item VI)

The Consent Agenda contains only the minutes of the June 4th City Council meeting.

AP Ordinance (Item VII)

This appropriation ordinance encompasses 5/25/2024 through 6/11/2024 expenses and one payroll cycle. Expenditures amounted to \$574,734.28. Of the reported expenses, \$304,831.43 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances (Item VIII)

Councilmember Justin Smith – Service Recognition - Mayor Benage would like to recognize Justin Smith for his years of exceptional leadership and service on the City Council.

Tamara Blackwell, Miss Wheelchair Kansas 2024 – The City would like to recognize Bel Aire resident Tamara Blackwell, who was recently crowned “Miss Wheelchair Kansas”. The title is awarded annually to an adult and a youth titleholder, who are wheelchair mobile and successfully advocate, educate, and empower all people on a state level. Tamara will represent Kansas in the *Ms. Wheelchair America* competition in August.

Professional Engineering Consultants – Woodlawn - Bob Henthorne and Ben Mabry will present a Geotechnical Report regarding Woodlawn Avenue.

Letter of Intent and Notice of Public Hearing for IRB Issuance (Item A-B)

WAM Investments LLC is planning to expand its operations in Bel Aire Industrial Park with the construction of Phase 2, located on 45th Street between Rock and Webb Road. The company previously completed Phase 1 in 2019, which included three buildings costing \$3,000,000 and created 48 new jobs, significantly

exceeding initial projections. The expansion will involve constructing two additional buildings totaling 28,000 square feet at a cost of \$3,700,000. This development aims to provide more space for current and potential tenants, particularly home-based businesses looking to transition into commercial spaces within Bel Aire.

To support this expansion, WAM has submitted an Industrial Revenue Bond (IRB) application for property tax abatement and sales tax exemptions. A cost-benefit analysis by Wichita State University indicates favorable ratios, suggesting the public benefits outweigh the costs. Based on these findings, a public hearing is recommended for July 2, 2024, to discuss and consider the proposal. Chris Madsen with WAM will be here to present and answer questions.

Engineering Services for Phase 2 of Skyview 2nd (Item C)

The Developer is ready to initiate the engineering design on Phase 2 of the Skyview 2nd development. The Developer has asked Garver to prepare an agreement for Engineering Design services for their development. The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends that the City Council accept the Agreements for Professional Services from Garver in the amount of \$309,296.00 for the design, construction staking, construction administration and observation for the water, sanitary sewer, drainage and street improvements.

Appointment to City Council (Item XII)

In May, Councilmember Justin Smith notified the Council of his resignation, effective July 31st or upon appointment of his successor. City policy requires that in the case of a vacancy on the Council, within 120 days a successor must be appointed by the Mayor and confirmed by the Council. The vacancy was announced by the Mayor at the May 7th City Council meeting. At that same meeting, the Mayor explained the application process for those interested in appointment to the Council. Applications were received through June 7th. Mayor Benage shared those applications with current Councilmembers and requested that Councilmembers individually communicate with him, to share their feedback on the applicants. After the appointment is confirmed by the Council, the new appointee will serve the remainder of Justin's term, with the term ending in November 2025.

Executive Session (Item XIII)

Two executive sessions are on the agenda.

Discussion and Future Issues: Upcoming Council Meetings (Item XIV)

A regular City Council meeting is scheduled for July 2nd and a budget workshop is scheduled for July 11th. With summer holidays and vacations, it will be important to make sure there is a quorum for these meetings.