

WORK ORDER NO. 26-03
Bel Aire Zoning and Subdivision Regulation Updates

This Work Order No. 26-03 is made as of this _____ day of _____, 2026, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated February 08, 2024 (the “Master Services Agreement” between City of Bel Aire, Kansas (Client) and Professional Engineering Consultants, P.A. (PEC). Per the Master Services Agreement, this Work Order shall be incorporated into the Master Services Agreement by reference. Except to the extent modified herein for this specific project, all terms and conditions of the Master Services Agreement shall continue in full force and effect.

SECTION A – SERVICES

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

1. See attached Exhibit A, Section D.

A.3 Exclusions:

1. See attached Exhibit A, Section G.

SECTION B – SCHEDULE

PEC shall perform the Services and deliver the above documents according to the following:

1. See attached Exhibit A, Section B.

SECTION C – COMPENSATION

In return for the proper performance by Consultant of its Services, Client shall pay to PEC on a lump sum basis in the amount of Thirty Thousand Dollars (**\$30,000.00**), payable according to the following terms:

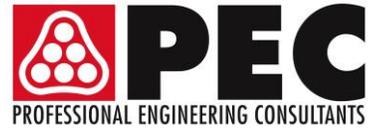
1. See attached Exhibit A, Section H.

SECTION D – OTHER PROVISIONS

The parties agree to the following additional provisions with respect to this Work Order:

1. See attached Exhibit A, Section E through Section F.

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CITY OF BEL AIRE, KANSAS

**PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.**

By: _____

By: _____

Printed Name: _____

Printed Name: Benjamin M. Mabry, P.E.

Title: _____

Title: SVP | Government Markets

Date: _____

Date: _____

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney



EXHIBIT A

A. Project Description

1. The Project shall consist of Planning Services to update the Zoning and Subdivision Regulations for the City of Bel Aire, Kansas.

B. Anticipated Project Schedule

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project 14 after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate that the deliverables will be completed with a mutually agreed upon schedule.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any CLIENT, Authority Having Jurisdiction, contractor or vendor's performance schedule.

C. Project Deliverables

1. The Project Deliverables shall consist of the following:
 - a) Zoning Regulations (.doc and .pdf).
 - b) Subdivision Regulations (.doc and .pdf).

D. Scope of Services

1. General Scope Items:
 - a) Attend virtual and in-person meetings with CLIENT as required.
 - b) Provide project correspondence and consultation with CLIENT.
 - c) Provide quality control review prior to submission of project deliverables.
2. Planning Services:
 - a) Reorganize existing Fence Code into the Zoning Regulations.
 - b) Reorganize existing Sign Code into the Zoning Regulations.
 - c) Update the following sections of the Zoning Regulations:
 - i. General Provisions
 - ii. Interpretation, Construction, and Definitions
 - iii. Administration and Enforcement
 - iv. Permits and Certificates of Occupancy
 - v. Amendment Process, Conditional Use, Special Use, Appeals to BZA, Variances
 - vi. Zoning Districts – General Regulations, Accessory Use, Setbacks, Height Restrictions
 - vii. Zoning Districts



- viii. Home Occupations, Non-Conforming Uses, Temporary Zoning, and Planned Unit Development
- ix. Floodplain Zoning

- d) Incorporate existing Parking and Loading and Landscaping and Screening sections into updated Zoning Regulations.
- e) Review and update existing Subdivision Regulations limited to conformance with updated Zoning Regulations.
- f) Assist with the adoption process, as requested.
- g) Attend up to three (3) meetings of the Planning Commission and/or City Council, as requested.

E. Additional Responsibilities of CLIENT

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

- 1. Provide legal review of proposed regulations to ensure compliance with applicable local, state, and federal regulations and laws.
- 2. Provide editable format of existing Zoning and Subdivision Regulations.
- 3. Provide relevant data and information required for the Project as available.
- 4. Modification to the schedule made after the Notice to Proceed.
- 5. Write and send correspondence for meetings with the Planning Commission and City Council.
- 6. Draft any public all notifications as required during the adoption process.
- 7. Drawings, studies, reports, and other information available pertaining to the existing comprehensive plan and other relevant planning projects.
- 8. Timely response to draft documents.

F. Additional Services

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

- 1. Official Zoning Map updates to reflect revised regulations.
- 2. Updates to the Sign Code and Fence Code in excess of what is included in the Scope of Services.
- 3. Updates to the Subdivision Regulations in excess of what is included in the Scope of Services.
- 4. 2D/3D visualizations of proposed regulations unless specifically listed in the Scope of Services.
- 5. Gathering or production of data/information not publicly available.
- 6. Engineer's opinion of probable cost for public or private improvements.
- 7. Additional meetings will be performed on an hourly basis.
- 8. Design of any infrastructure improvements.
- 9. Analysis of existing utility systems.
- 10. Design of site improvements.
- 11. Design of off-site improvements.
- 12. Alternate layouts and planning services not specifically listed in the Scope of Services.
- 13. Traffic impact analysis.



14. Railroad/Railway Coordination.

G. Exclusions

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

1. Plan review fees and permit fees.
2. Environmental assessments/clearances.
3. Franchise Utility Design.
4. Railroad/Railway Design.
5. Outside consultants.
6. Special inspection services. Special inspections are usually required by building codes, building officials, or designers for structural elements of the project but may include other design disciplines and testing agencies. Any special inspection services required will be covered under a separate or supplemental agreement and are not covered under standard observation services.

H. PEC's Fees & Reimbursable Expenses

1. PEC's Fee for its Scope of Services will be on a lump sum basis of **\$30,000.00** plus Reimbursable Expenses.
2. Reimbursable Expenses shall include Printing Fees and Vehicle Mileage.
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.