



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
November 21, 2023 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: Terry Hedrick

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Minutes of the November 7, 2023 City Council meeting.

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

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 23-21 in the amount of \$3,205,832.54.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 23-21.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES: Woodlawn Update - Garver

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 the request from Vance Brothers to allow the completion of the Micro-Surfacing Project in the Spring of 2024.

Action: Motion to (approve / deny / table) the request from Vance Brothers to complete the Micro-Surfacing project in the Spring of 2024 (with / without conditions).

Motion _____ Second _____ Vote _____

B. Consideration of a 2023 Budget Amendment to be published and schedule a public hearing for the December 5, 2023 City Council Meeting.

Action: Motion to (approve / deny / table) a 2023 Budget Amendment to be published and schedule a public hearing for the December 5, 2023 City Council Meeting.

Motion _____ Second _____ Vote _____

C. Consideration of An Ordinance changing the zoning classification from AG Agricultural to M-1 Planned Unit Development - Industrial District on certain property located within the corporate city limits of the City of Bel Aire, Kansas (Wichita Airport Authority, ZON-23-03).

Action: Motion to (approve / deny / table) An Ordinance changing the zoning classification from “AG agricultural” to “M-1 Planned Unit Development - Industrial District” on certain property located within the corporate city limits of the City of Bel Aire, Kansas and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____ Mayor Jim Benage _____

D. Consideration of An Ordinance changing the zoning classification from C-1 Commercial to R-1 Estate Residential on certain property located within the corporate city limits of the City of Bel Aire, Kansas (1/4 mile south of 53rd Street North on the east side of Rock Road - Hollenbeck Farm, ZON-23-04 (Part 1)).

Action: Motion to (approve / deny / table) An Ordinance changing the zoning classification from “C-1 Commercial” to “R-1 Estate Residential” on certain property located within the corporate city limits of the City of Bel Aire, Kansas and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____ Mayor Jim Benage _____

E. Consideration of accepting the dedication of streets and other public ways, service and utility easements and land dedicated for public use as shown on the Final Plat of Hollenbeck Farm (ZON-23-04 (Part 2)).

Action: Motion to (accept / deny / table) the dedications within the Final Plat for Hollenbeck Farm (ZON-23-04) and authorize all required signatures.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____ Mayor Jim Benage _____

XII. EXECUTIVE SESSION

A. EXECUTIVE SESSION

Action: Executive Session for the sole purpose of discussing the subject of: non-elected personnel pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters related to non-elected personnel. The Executive Session will include the City Attorney and Special Counsel. The Executive Session will be for a period of (____) minutes, and the open meeting will resume in City Council Chambers at (____) PM.

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments

A. Rec Update October 2023

B. Manager's Report - November 21, 2023

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks,



and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Video is available at www.belaires.gov and on YouTube. Please make sure all cell phones and other electronics are turned off and put away.



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
November 07, 2023 7:00 PM



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

II. ROLL CALL

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch.

Also present were City Manager Ty Lasher, City Attorney Maria Schrock, Assistant City Manager Ted Henry, Public Works Director Marty McGee, Chief of Police Darrell Atteberry, City Clerk Melissa Krehbiel, Financial Consultant Adam Pope of Columbia Capital Management, LLC, and Bond Counsel Kevin Cowan of Gilmore and Bell, P.A.

III. OPENING PRAYER: Dr. Robert Lindsted provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Jim Benage led the pledge of allegiance.

V. PROCLAMATION:

A. Veteran's Day - November 11, 2023

Mayor Benage read and signed the proclamation.

VI. DETERMINE AGENDA ADDITIONS: There were no additions.

VII. CONSENT AGENDA

A. Approve the Minutes of the October 17, 2023 City Council regular meeting.

B. Approve the Minutes of the October 25, 2023 special City Council meeting.

C. Approve the Minutes of the October 30, 2023 special City Council meeting.

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

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 23-20 in the amount of \$1,982,442.94.

MOTION: Councilmember Hamburg moved to approve Appropriations Ordinance No. 23-20. Councilmember Davied seconded the motion. *Motion carried 5-0.*

IX. CITY REQUESTED APPEARANCES: None

X. CITIZEN CONCERNS

Lyle Ackerman, 4920 N. Hillcrest, spoke about concerns about the construction on Woodlawn.

XI. REPORTS

A. Council Member Reports

Councilmember Hamburg reported she attended the K-254 meeting, Fall Fest and a play put on by Sunrise Christian Academy students. She thanked Recreation Center staff for a great soccer season.

Councilmember Dehn reported he attended Fall Fest, the KDOT virtual consult, the K-254 meeting, Isely elementary school’s family movie night and a walk to school event. He plans to attend the Tree Board educational event on Saturday.

Councilmember Smith briefly reported on the latest meeting of the CCUA. He also attended the KDOT virtual consult.

B. Mayor's Report

Mayor Benage reported that he recently spoke to a kindergarten class at Sunrise Christian Academy. He gave a brief update of the most recent meeting of the CCUA. He thanked the Bel Aire Chamber of Commerce, Bel Aire Lions and City staff for their work on Fall Fest. Mayor Benage recently met with representatives of Integra. He noted that the Federal government has pushed back the announcement for recipients of CHIPS funding; so now it looks like the announcement will be made in December.

C. City Attorney Report

City Attorney Maria Schrock gave a brief report on the Kansas Attorney General Opinion 2023-05 regarding City publications.

D. City Manager Report

City Manager Lasher reported that the Bel Aire Lion’s Club will host their annual Taste of Italy fundraiser at Gospel Assembly Church; he encouraged citizens to attend. Also, City offices will be closed this Friday in honor of Veteran’s Day.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of An Ordinance Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2023A, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax For The Purpose Of Paying The Principal Of And Interest On Said Bonds As They Become Due; Authorizing Certain Other Documents And Actions In Connection Therewith; And Making Certain Covenants With Respect Thereto.

MOTION: Councilmember Smith moved to approve An Ordinance Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2023A, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax For The Purpose Of Paying The Principal Of And Interest On Said Bonds As They Become Due; Authorizing Certain Other Documents And Actions In Connection Therewith; And Making Certain Covenants With Respect Thereto and authorize the Mayor to sign. Councilmember Welch seconded the motion.

Rollcall Vote:

Greg Davied - Aye Tyler Dehn - Aye Emily Hamburg - Aye
Justin Smith – Aye John Welch – Aye

Motion carried 5-0.

B. Consideration of A Resolution Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Bonds, Series 2023A, Of The City Of Bel Aire, Kansas, Previously Authorized By Ordinance No. 708 Of The Issuer; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith.

MOTION: Councilmember Hamburg moved to approve A Resolution Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Bonds, Series 2023A, Of The City Of Bel Aire, Kansas, Previously Authorized By Ordinance No. 708 Of The Issuer; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

C. Consideration of A Resolution Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Temporary Notes, Series 2023B, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax, If Necessary, For The Purpose Of Paying The Principal Of And Interest On Said Notes As They Become Due; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith.

MOTION: Councilmember Davied moved to approve A Resolution Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Temporary Notes, Series 2023B, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax, If Necessary, For The Purpose Of Paying The Principal Of And Interest On Said Notes As They Become Due; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith and authorize the Mayor to sign. Councilmember Smith seconded the motion. *Motion carried 5-0.*

D. Consideration of Accepting and Filing the Aurora Park Gravel Roads Task Force Drainage Report and Speed Reduction Report dated October 19, 2023.

MOTION: Councilmember Hamburg moved to accept and file the Aurora Park Gravel Roads Task Force Drainage Report and Speed Reduction Report. Councilmember Davied seconded the motion. *Motion carried 5-0.*

E. Consideration of selecting an Owners Representative for potential future city infrastructure projects. PEC and Burns & McDonnell submitted RFQ's.

MOTION: Councilmember Dehn moved to accept the Request for Qualifications from PEC and authorize staff to negotiate an agreement for said owner's representative services. Councilmember Davied seconded the motion. *Motion carried 5-0.*

F. Consideration of action on Charter Ordinance #24. This relates to city legal publications.

MOTION: Councilmember Smith motioned to uphold Charter Ordinance #24 and schedule a special election. Councilmember Dehn seconded the motion. *Motion failed 2-3*, with Councilmembers Davied, Hamburg, and Welch voting against the motion.

MOTION: Councilmember Welch moved to let the Charter Ordinance die. Councilmember Welch withdrew his motion.

Discussion followed. Councilmembers asked questions of City staff regarding possible options. No further action was taken regarding this item.

G. Consideration of a Proposal from Fire Protection Systems to remove and replace the double check backflow preventers in Bel Aire's water pump house.

MOTION: Councilmember Smith moved to accept the proposal from Fire Protection Systems to remove and replace the double check backflow preventers in Bel Aire's water pump house at a cost not to exceed \$42,110.00 and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

H. Consideration of a Quote from Axon Enterprise, Inc. for the purchase of the Axon cameras and related equipment.

MOTION: Councilmember Hamburg moved to accept the Quote from Axon Enterprise, Inc. for the purchase of the Axon cameras, docks, cables, warranties,

storage, and license at the cost of \$84,454 with the payment to be spread over 60-months and authorize the mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

XIII. EXECUTIVE SESSION

MOTION: Councilmember Smith moved to take a 10-minute recess. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council held a recess. At 8:45 p.m. Mayor Benage called the meeting back to order.

A. Executive Session

MOTION: Councilmember Smith 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, Bond Counsel and Assistant City Manager. The meeting will be for a period of 45 minutes, and the open meeting will resume in City Council Chambers at 9:30 p.m. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 9:30 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

XIV. DISCUSSION AND FUTURE ISSUES

A. Workshop – November 14th at 6:30 pm?

B. Regular Meeting on November 21st?

The Council briefly discussed the agendas for the upcoming regular meeting and workshop. There was consensus to hold the workshop at 7:00 p.m. on November 14th.

XV. ADJOURNMENT

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

CITY OF BEL AIRE		
AP ORD 23-21		
Vendor and Payroll Checks 10/31-11/13/23		
BAUGHMAN COMPANY, P.A.	53RD/OLIVER LIFTSTATION/SWR	\$ 33,600.00
BRAINARD, NATHAN W	YOUTH SPORTS OFFICIAL	\$ 225.00
CARNEY, ELI	YOUTH SPORTS OFFICIAL	\$ 44.00
CASEY, RAEGAN	YOUTH SPORTS OFFICIAL	\$ 135.00
CHISHOLM CREEK UTILITY AU	11/23 CUA CONTINGENCY	\$ 5,820.00
CINTAS CORPORATION	PW UNIFORMS,PD MATS	\$ 2,093.66
CINTAS FIRST AID & SAFETY	PD:RE STOCK FIRST AID	\$ 321.39
CONRADY, SLOANE	YOUTH SPORTS OFFICIAL	\$ 108.00
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIES	\$ 1,882.30
CRIGLER, MICHELLE	REFUND OVERPYT ON ACCOUNT	\$ 157.08
CULLIGAN OF WICHITA	PD, PW, CH WATER SERVICE	\$ 269.13
DIGITAL OFFICE SYSTEMS	COPIER CONTRACT	\$ 27.79
ECITY TRANSACTIONS, LLC	10/23 ONLINE PYT SERVICE	\$ 450.00
ELITE LANDSCAPING	CONTRACT MOWING	\$ 75.00
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 562.00
EVERGY - FUND/DEPT BILLIN	ELEC SVC:PUBLIC AREAS	\$ 2,732.32
EVERGY - STREET LIGHTS	ELEC SVC:STREET LIGHTING	\$ 8,067.05
EVERGY-PUBLIC BLDGS	ELEC SVC:CITY BLDGS	\$ 3,291.90
FELIX'S LANDSCAPING & IRR	CH/RAB:WINTERIZATION	\$ 1,720.00
FICA/FEDERAL W/H	FED/FICA TAX	\$ 26,474.20
FRIESEN & ASSOCIATES INC	COMMUNICATIONS COUNSEL	\$ 918.75
GARVER	CEDAR PASS,BRISTOL, 45TH/OLIVER, 53RD/OLIVER	\$ 64,456.08
GRAFIX SHOPPE	PD #38&39 GRAPHICS	\$ 100.71
HARDWICK, JEFFREY	YOUTH SPORTS OFFICIAL	\$ 90.00
HARDWICK, NICHALAS	YOUTH SPORTS OFFICIAL	\$ 130.00
HESS, MARTY	YOGA INSTRUCTOR	\$ 135.00
ICI	RENEWAL TREASURER BOND-APPEL	\$ 300.00
IDEATEK TELECOM	10/23 HOSTED PHONE SERV	\$ 773.44
IMA, INC.	HEALTH BENEFITS ADMIN NOV	\$ 1,666.00
IMAGINE IT, INC	COMPUTER SUPPORT SERVICE	\$ 1,430.56
INSITUFORM	FINAL 2022 CIPP SEWER LINES	\$ 31,628.97
IRONCLAD ENVIRONMENTAL	PORTABLE PUMP RENTAL:53RD LS	\$ 1,279.18
KANSAS ONE-CALL SYSTEMS	LOCATE FEES:356 FOR 10/23	\$ 427.20
KANSAS PAVING	CEDAR PASS PAVING	\$ 106,873.20
KANZA CO-OPERATIVE ASSOC	BULK FUEL:DIESEL	\$ 1,809.62
KIRBY, WILLOW	YOUTH SPORTS OFFICIAL	\$ 36.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,538.78
KS DEPT TRANSPORTATION	RAIL SPUR LOAN PYMNT #99	\$ 3,877.06
KS PUBLIC EMPL RETIRE SYS	KPERS	\$ 16,747.74
KS TREASURER - BOND SVC	BOND PYTS	\$ 2,659,648.76
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	\$ 775.00
LEAGUE OF KS MUNICIPALITI	KACM FALL CONF-TY	\$ 175.00

MUNICIPAL SUPPLY INC	HYDRANT METERS x2	\$ 1,968.76
MURDOCK COMPANIES INC	HYDRAULIC HOSE	\$ 268.18
NATIONAL SIGN COMPANY, IN	SIGNS, MATERIALS/SUPPLIES	\$ 738.93
NOWAK CONSTRUCTION CO INC	HAUL SEWAGE -6 LOADS	\$ 1,800.00
OREILLY AUTO PARTS	SHOP AIR COMPRESSOR	\$ 43.94
PACE ANALYTICAL SERVICES	SW:SUSPENDED SOLIDS TESTING	\$ 815.40
PASCHAL, KERIA	BASKETBALL REFUND FOR 2	\$ 76.00
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 44.33
PEC	COBA WA & SW SUPPLY/TREATMENT	\$ 39,598.75
REGISTER OF DEEDS SEDGWI	RECORDING FEE RIGHT-OF-WAY DOC	\$ 72.00
SEILER INSTRUMENT & MFG	CATALYST ON DEMAND-12HR PK	\$ 130.00
SOD SHOP	LARGE EGG ROCK X10-CH	\$ 2,350.00
SOERGEL, WYNN	YOUTH SPORTS OFFICIAL	\$ 52.00
SUMNERONE	KYOCERA/TA-3553CI CONTRACT	\$ 182.99
SURENCY	11/23 VISION INSURANCE	\$ 466.87
TREE TOP NURSERY A	CONTRACT MOWING	\$ 1,418.25
TRIPLETT, WOOLF&GARRETSON	VS. CCUA	\$ 710.00
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES	\$ 8,640.75
UNRUH EXCAVATING	SUNFLOWER COMM PRK 3RD	\$ 79,812.45
VERIZON WIRELESS:CELL PHS	CELL PHONE SVC	\$ 1,340.00
WADE, TERESA	TAEKWONDO INSTRUCTOR	\$ 180.00
WAV SERVICES INC	SPECIAL MEETING FOR OCT 25	\$ 135.00
WICHMAN, GARRETT	KACE 2023 FALL CONF	\$ 62.49
WILLIAMS, JOY:ATTY AT LAW	PROSECUTOR SVC	\$ 743.75
PAYROLL CHECKS	PAYROLL CHECKS ON 11/08/2023	\$ 77,472.29
	CLAIMS TOTAL	\$ 3,205,832.54

AK
NOV 14 2023

City of Bel Aire, Kansas



STAFF REPORT

DATE: November 16, 2023
TO: Ty Lasher, City Manager
FROM: Anne Stephens, City Engineer
RE: Vance Brothers Request to Delay Micro-Surfacing

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:

Vance Brothers has requested to be allowed to install the micro-surfacing in the spring of 2024. Per the project specifications, the micro-surfacing can only be installed when the atmospheric temperature is at least 50° F and rising and the weather is not foggy or rainy. Additionally, the micro-surfacing cannot be installed when the forecasted atmospheric temperature for the following 24-hour period is below 32° F.

Background:

Staff worked with PEC to develop bidding documents for the scrub-seal and micro-surfacing of selected residential streets and Oliver in fall of 2022. The project was bid on October 12, 2022 along with the pavement patch repair project. Both projects came in over budget. At Council’s request, Staff asked Vance Brothers if they would be willing to delay their bid until the January 3rd Council meeting, since we would be in a new budget year. Vance Brothers agreed and the bids were placed on the January 3rd Regular Council Meeting agenda and the contract with Vance Brothers was approved. The contract had a substantial completion date of June 30, 2023 with a final completion date of July 14, 2023.

When it came time for Vance Brothers to get started on the project, the City Council requested that Vance Brothers delay their work until the fall when Woodlawn was open to two way traffic (Woodlawn was down to a single-lane headed north, then was closed to through traffic at the railroad tracks until late fall). Vance Brothers accepted this delay and kept in contact with the City Engineer and PEC throughout the year, adjusting their schedule several times to accommodate several delay requests from the City on account of Woodlawn not being completely open to two-way traffic.

Both parties were ready to commence work in late fall and a pre-construction meeting was scheduled for August 24, 2023. At this time, the scrub-seal was tentatively set for September 25th with micro-surfacing to tentatively follow the week of October 23rd. The scrub-seal work started on October 2nd, with the application being complete on October 6th (some clean-up work occurred after this date).

Email discussions with Vance Brothers occurred beginning October 24th. They delayed the start of the micro-surfacing due to the inclement weather moving into the area. They did not give an updated start date at that time, but indicated that they would keep an eye on the weather and let us know. Additional conversations occurred on November 3rd regarding the potential start date and Vance Brothers response was that the cold weather and rain had delayed them on the job that they were currently on. They also indicated that they are concerned about the possibility of having snow plows on the material a few weeks after application. It has been their experience that cooler temperatures and high humidity often leads to raveling and poor performance of the material. In their opinion, they feel that the best course of action would be delaying the micro-surfacing to the spring.

Recommendation:

Council has several options that they can pursue.

- 1) Approve the request and delay the project as is until the spring.
- 2) Approve the request with the condition that temporary pavement marking is applied to Oliver.
- 3) Deny the request and proceed with the micro-surfacing and striping and accepting any potential future issues that come application outside of the specification requirements.

It is staff's recommendation that the Council approve the request and delay the project until spring with the condition that temporary striping (centerline and edge striping) be installed as soon as possible.

SECTION 00 52 00
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Bel Aire (“Owner”) and
Vance Brothers, Inc. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions. Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Street Maintenance - Microsurfacing

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Street Maintenance - Microsurfacing

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Professional Engineering Consultants, P.A.
- 3.02 The Owner has retained Professional Engineering Consultants, P.A. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time is of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
 - A. The Work will be substantially completed on or before June 30th, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 14th, 2023.

31-210641-002-2564

Agreement Between Owner and Contractor
for Construction Contract (Stipulated Price)

EJCDC® C-520 (2018 Edition)

00 52 00 - 1

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,200 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Milestones: Contractor shall pay Owner \$1,200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

31-210641-002-2564

EJCDC® C-520 (2018 Edition)

Agreement Between Owner and Contractor
for Construction Contract (Stipulated Price)

00 52 00 - 2

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

31-210641-002-2564

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Agreement Between Owner and Contractor
for Construction Contract (Stipulated Price)
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6.04 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due shall bear interest at the rate of 18 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Statutory bond (Kansas).
 - 5. General Conditions.
 - 6. Supplementary Conditions.
 - 7. Project Manual (Specifications).
 - 8. Drawings.
 - 9. Addenda.
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Bid Form.
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

31-210641-002-2564

EJCDC® C-520 (2018 Edition)

Agreement Between Owner and Contractor
for Construction Contract (Stipulated Price)
00 52 00 - 4

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**8.01 Contractor’s Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor’s safety precautions and programs.
 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

31-210641-002-2564

EJCDC® C-520 (2018 Edition)

Agreement Between Owner and Contractor
for Construction Contract (Stipulated Price)

00 52 00 - 5

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications:

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

31-210641-002-2564

EJCDC® C-520 (2018 Edition)

Agreement Between Owner and Contractor
for Construction Contract (Stipulated Price)

00 52 00 - 6

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on January 26, 2023 (which is the Effective Date of the Contract).

Owner: City of Bel Aire

Contractor: Vance Brothers, Inc.

By: Jim Benage

By: [Signature] - **VANCE BROTHERS INC
CORPORATE SEAL
MISSOURI**

Date: Jim Benage 01/26/2023

Date: VANCE BROTHERS INC (816) 923-4325

Name: Jim Benage

Name: Robert A Vance

Title: Mayor

Title: Sr. Vice President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

Attest: [Signature]

Title: City Clerk

Title: Asst Contract Administrator

Address for giving notices:

Address for giving notices:

City of Bel Aire
7651 E. Central Park
Bel Aire, KS 67226

Vance Brothers, Inc.
5201 Brighton Ave
Kansas City, MO 64130

Designated Representative:

Designated Representative:

Name: [Signature]

Name: Alek Vance

Title: City Engineer

Title: Project manager

Address for giving notices:

Address for giving notices:

City of Bel Aire
7651 E. Central Park
Bel Aire, KS 67226

Vance Brothers, Inc.
5201 Brighton Ave
Kansas City, MO 64130

Phone: _____

Phone: (816) 923-4325

Email: _____

Email: asewell@vancebrothers.com

License No.: 1834323072

State: Missouri

END OF SECTION

31-210641-002-2564

Agreement Between Owner and Contractor
for Construction Contract (Stipulated Price)

EJCDC® C-520 (2018 Edition)

00 52 00 - 7

Street Maintenance - Microsurfacing

City of Bel Aire

SECTION 00 61 00
PERFORMANCE BOND

Bond No. 674219876

CONTRACTOR:
Vance Brothers, Inc.
5201 Brighton Ave
Kansas City, MO 64130

SURETY (name, and address of principal place of business):

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Phone No. 617-357-9500

OWNER:
City of Bel Aire
7651 E. Central Park
Bel Aire, KS 67226

CONTRACT

Effective Date of Agreement: January 26, 2023

Amount: Nine hundred eight thousand two hundred nineteen dollars and seventy-eight cents (\$908,219.78)

Description: Street Maintenance – Microsurfacing, Bel Aire Kansas

BOND

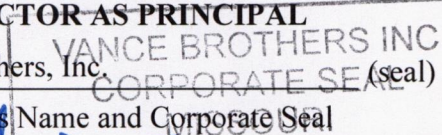
Bond Number: 674219876

Date (not earlier than Effective Date of Agreement of the Construction Contract): January 26, 2023

Amount: Nine hundred eight thousand two hundred nineteen dollars and seventy-eight cents (\$908,219.78)

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Vance Brothers, Inc.  (seal)
Contractor's Name and Corporate Seal

SURETY
Liberty Mutual Insurance Company (seal)
Surety's Name and Corporate Seal

By: Robert A. Vance
Signature

By: C. LaVonne Engeman
Signature (attach power of attorney)

Robert A. Vance
Print Name

C. LaVonne Engeman
Print Name

SR. Vice President
Title

Attorney-in-Fact
Title

Attest: Stella Edwards
Signature

Attest: R. Myra Engem
Signature

Asst. Contract Administrator
Title

Surety Witness
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

31-210641-002-2564

Performance Bond
00 61 00 - 1

Street Maintenance - Microsurfacing

City of Bel Aire

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

31-210641-002-2564

Performance Bond
00 61 00 - 2

Street Maintenance - Microsurfacing

City of Bel Aire

- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
- 14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the

- Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

END OF SECTION

31-210641-002-2564

Performance Bond
00 61 00 - 3

Street Maintenance – Microsurfacing

City of Bel Aire

Bond No. 674219876

SECTION 00 61 14
PAYMENT BOND

CONTRACTOR:
Vance Brothers, Inc.
5201 Brighton Ave
Kansas City, MO 64130

SURETY (name, and address of principal place of business):
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Phone No. 617-357-9500

OWNER:
City of Bel Aire
7651 E. Central Park
Bel Aire, KS 67226

CONTRACT

Effective Date of Agreement: January 26, 2023
Amount: Nine hundred eight thousand two hundred nineteen dollars and seventy-eight cents (\$908,219.78)
Description: Street Maintenance – Microsurfacing, Bel Aire Kansas

BOND

Bond Number: 674219876
Date (not earlier than Effective Date of Agreement of the Construction Contract): January 26, 2023
Amount: Nine hundred eight thousand two hundred nineteen dollars and seventy-eight cents (\$908,219.78)

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Vance Brothers, Inc. (seal)

Liberty Mutual Insurance Company (seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: [Signature]
Signature

By: C. LaVonne Engeman
Signature (attach power of attorney)

Robert A. Vance
Print Name

C. LaVonne Engeman
Print Name

Sr. Vice President
Title

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

Asst Contract Administrator
Title

Surety Witness
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

31-210641-002-2564

Payment Bond
00 61 14 - 1

Street Maintenance – Microsurfacing

City of Bel Aire

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt

31-210641-002-2564

Payment Bond
00 61 14 - 2

Street Maintenance – Microsurfacing

City of Bel Aire

of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

- 16.1.1. The name of the Claimant;
- 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 16.1.4. A brief description of the labor, materials, or equipment furnished;
- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

END OF SECTION

31-210641-002-2564

Payment Bond
00 61 14 - 3

Street Maintenance - Microsurfacing

City of Bel Aire

SECTION 00 61 15
STATUTORY BOND

Bond No. 674219876

KSA (1999 Supp.) 60-1111

KNOW ALL MEN BY THESE PRESENTS, That we Vance Brothers, Inc., as Contractor and Liberty Mutual Insurance Company of 175 Berkeley Street Boston, MA 02116, a Corporation organized under the laws of the State of MA and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the STATE OF KANSAS, in the penal sum of Nine hundred eight thousand two hundred nineteen dollars and seventy-eight cents (\$908,219.78) lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the date of January 26, 2023, entered into contract with the City of Bel Aire for furnishing all tools, equipment, grade stakes, materials and supplies, performing all labor, and constructing public improvements described in the said Contract, all in accordance with specifications and other contract documents on file in the office of City of Bel Aire (Owner) at 7651 E. Central Park, Bel Aire, KS 67226.

NOW THEREFORE, if the said Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with, or in or about the construction or making of, the Street Maintenance - Microsurfacing, including gasoline, lubricating oils, fuel, oil, greases, coal and similar items used or consumed directly in furtherance of such public improvement, this obligation shall be void; otherwise it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the specifications.

The said Surety further agrees that any person to whom there is due any sum for labor or material furnished, as hereinbefore stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness: PROVIDED, that no action shall be brought on said bond after six months from the completion of said public improvements.

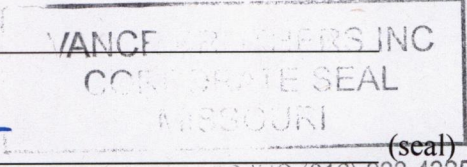
31-210641-002-2564

Statutory Bond
00 61 15 - 1

Street Maintenance - Microsurfacing

City of Bel Aire

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do at Kansas City, MO on the date of January 26, 2023.

Vance Brothers, Inc. 
CONTRACTOR
By: [Signature]
Service President
Official Title

Liberty Mutual Insurance Company
SURETY COMPANY

By: C. LaVonne Engeman
Attorney-in Fact, C. LaVonne Engeman
By: C. LaVonne Engeman
State Representative C. LaVonne Engeman,
Attorney-in-Fact &
Kansas Licensed Agent



Do Not Date

(Accompany this bond with Attorney-in-Fact's authority form the Surety Company certified to include the date of the bond).

Provide extra copy to be filed by Contractor with Clerk of District Court

END OF SECTION

31-210641-002-2564

Statutory Bond
00 61 15 - 2

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. LaVonne Engeman of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.

Obligee Name: City of Bel Aire

Surety Bond Number: 674219876 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Kind of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of January, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary


Certificate of President

The undersigned, Tim Vance, President of Vance Brothers, Inc., a Missouri corporation, hereby certifies that the following is a true and correct copy of a Resolution duly adopted by the Board of Directors of the Corporation on the 25th Day of October 2021.

RESOLVED, that Tim Vance, Robert A. Vance and Shawn Brost are authorized to execute and enter into bids, contracts, bonds, affidavits and any ancillary documents, on behalf of the corporation.

The undersigned further certifies that this Resolution is in full force and effect as of the date of this Certificate and has not been amended, modified, revoked or rescinded.

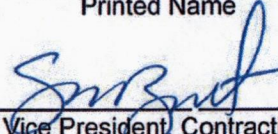
IN WITNESS WHEREOF, I have executed this Certificate this 20th Day of January 2022.



President

Tim Vance

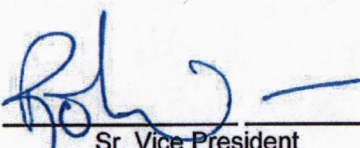
Printed Name



Vice President, Contracting

Shawn Brost

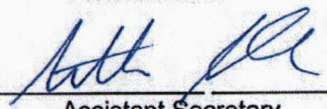
Printed Name



Sr. Vice President

Robert A Vance

Printed Name



Assistant Secretary

Arthur Sewell

Printed Name



phone: 800.821.8549 ▼ 816.923.4325 fax: 816.923.6472 web: vancebrothers.com

5201 Brighton ▼ Kansas City, Missouri ▼ 64130

Street Maintenance - Microsurfacing

City of Bel Aire

SECTION 00 41 45
BID FORM

PROJECT NAME: Street Maintenance - Microsurfacing

PROJECT NUMBER: 31-210641-002-2564

BIDDER: Vance Brothers, Inc.

This Bid is Submitted to: City of Bel Aire

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. The following documents are submitted with and made a condition of this Bid:
 - A. Supplement to Bids Form.
1. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
3. Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>None</u>	_____
_____	_____
_____	_____
_____	_____

31-210641-002-2564

Bid Form
00 41 45 - 1

4. BIDDER shall complete the Work for the following price(s):

STREET MAINTENANCE - MICROSURFACING

BASE BID

Item No.	Description	Quantities	Unit	Unit Price In Figures	Amount In Figures
1.	Microsurfacing (19-21 LBS/SY)	127,858	SY	\$ 3.45	\$ 441,110.10
2.	Scrub Seal	127,858	SY	\$ 2.96	\$ 378,459.68
3.	Pavement Marking & Signing	1	LS	\$ 88,560.00	\$ 88,560.00
4.	Signing, Elec. Portable Message (Each Per Day)	3	Day	\$ 30.00	\$ 90.00

TOTAL BASE BID (in figures) \$ 908,219.78

TOTAL BASE BID (in words) Nine hundred eight thousand two hundred nineteen dollars and seventy-eight cents

- 5. Bidder acknowledges that:
 - A. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item.
 - B. The quantities of items of unit price work are based on the work as included in the contract documents. Adjustments of the quantities shall only occur with a change in the work as set forth in a Change Order.
- 6. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 7. Bidder accepts the provisions of the Agreement as to liquidated damages.
- 8. In submitting this Bid, Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - A. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - B. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

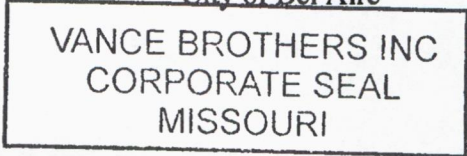
31-210641-002-2564

Bid Form
00 41 45 - 2

- D. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - E. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 - G. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - K. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
1. The Bidder certifies the following:
- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 - C. Bidder has not solicited or induced any individual or entity to refrain from bidding.

Street Maintenance - Microsurfacing

City of Bel Aire



BIDDER hereby submits this Bid as set forth above:

Bidder:

Vance Brothers, Inc.
(typed or printed name of organization)

VANCE BROTHERS INC (816) 923-4325

By: [Signature]
(individual's signature)

Name: Shawn Brost
(typed or printed)

Title: Vice President
(typed or printed)

Date: 10/11/22
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [Signature]
(individual's signature)

Name: Arthur Sewell
(typed or printed)

Title: Asst. Secretary
(typed or printed)

Date: 10/11/22
(typed or printed)

Address for giving notices:

5201 Brighton Ave.
Kansas City, MO 64130

Bidder's Contact:

Name: Arthur Sewell
(typed or printed)

Title: Contract Administrator / Asst. Secretary
(typed or printed)

Phone: 816-922-8021

Email: a.sewell@vancebrothers.com

Address: 5201 Brighton Ave.
Kansas City, MO 64130

Bidder's Contractor License No.: (if applicable)

KS DOT Prequalification No: 00514

END OF SECTION

City of Bel Aire, Kansas



STAFF REPORT

DATE: 11/13/23
TO: City Manager
FROM: Ted Henry, Assistant City Manager / Director of Finance
RE: 2023 Budget Amendment

BACKGROUND:

Municipalities are authorized by K.S.A 79-2929a to amend budgets to spend money not in the original budget. Additional expenditures are to be made from existing revenue and cannot require additional tax levies.

General Fund Budget

The proposed General Fund amendment is to provide information on changes made to each budgeted category. The 2023 General Fund budget was adopted by the Bel Aire City Council on September 7, 2022. Since the adoption of the 2023 General Fund budget, the city experienced beneficial 2022 budget performance which created more reserves than anticipated at the end of fiscal year 2022. In January of 2023, staff recommended, and the City Council approved using \$800,000 in surplus reserves to increase the annual transfer to our Capital Improvement Program (CIP) for street improvements. All other revenue and expense adjustments were anticipated and discussed during the 2024 Budget process. Finally, the proposed General Fund amendment creates more transparency on the mid-year adjustments of a growing community.

Water Budget

The 2023 water budget was adopted by the Bel Aire City Council on September 7, 2022. The budget amendment accounts for the increase in costs associated with CCUA's 2023 midyear decision to upgrade equipment at their plant. Additionally, it accommodates expenditures associated with the procurement of new meters, materials for meter settings, engineering outlays, and various special projects approved by the City Council in 2023. Adjustments were anticipated and discussed during the 2024 Budget process, therefore, no adverse effects on the planned 2024 Water Budget.

Sewer Budget

Since the adoption of the 2023 budget, staff has recommended, and the City Council has also approved Cured-In-Place-Pipe (CIPP) in Park Vista, Lawn Terrace, Battin, Glendale, as well as manhole rehabs on 53rd Street and sewer point repairs. All other adjustments were made during the 2024 Budget process and accommodate increase spending for new meters, meter setting materials, and engineering outlays. Adjustments were anticipated and discussed during the 2024 Budget process, therefore, no adverse effects on the planned 2024 Sewer Budget.

DISCUSSION and FINACIAL CONSIDERATIONS:

All budget adjustments before you tonight were accounted for in the 2024 Budget. This action only provides final budget authority for previously approved actions decided by City Council.

RECOMENDATION:

Step 1: Approve the 2023 Budget Amendments and set a public hearing for the December 5, 2023 City Council Meeting.

Step 2: Adopt the 2023 Budget Amendment at the December 5, 2023 City Council Meeting.

2023

**Amended
Certificate
For Calendar Year 2023**

To the Clerk of Sedgwick County, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Bel Aire
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

Table of Contents:		Page No.	2023 Amended Budget		
			Amount of 2022 Tax that was Levied	Adopted 2023 Expenditures	Proposed Amended 2023 Expenditures
Fund	<u>K.S.A.</u>				
General	12-101a	1	3,700,561	10,204,491	11,674,381
Water Utility		2		3,544,187	4,109,490
Sewer Utility		3		3,094,458	3,776,917
Totals		xxxxxxxxxxx	3,700,561	16,843,136	19,560,788
Summary of Amendments		4			

Attested date: _____

County Clerk

Assisted by: _____

Address: _____

Email: _____

Governing Body

CPA Summary

City of Bel Aire

2023

Adopted Budget

General	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	2,957,401	3,798,513
Receipts:		
Ad Valorem Tax	3,700,561	3,650,201
Delinquent Tax	11,179	36,724
Motor Vehicle Tax	450,000	450,000
Recreational Vehicle Tax	4,284	4,284
16/20M Vehicle Tax	483	483
Commercial Vehicle Tax	10,569	10,569
Watercraft Tax	1,734	1,734
County Sales Tax	1,509,994	1,886,088
Franchise Fees	734,428	820,243
Fines and Fees	149,504	167,261
Permits and Licenses	402,600	434,284
Recreation	93,750	150,000
Grants	72,194	95,320
Rental Income	46,503	42,371
In Lieu of Taxes (IRB)	25,806	25,806
Interest on Idle Funds	18,000	73,000
Miscellaneous	15,501	27,500
Total Receipts	7,247,090	7,875,868
Resources Available:	10,204,491	11,674,381
Expenditures:		
Salaries & Benefits	3,251,740	3,086,776
Contractual Obligations	667,048	820,948
Commodities	493,350	515,266
Capital Outlays	80,000	90,050
Transfers Out		
Transfers TO Bond & Interest	962,034	941,132
Transfers TO Trustee Fund (PBC)	1,155,160	1,155,160
Transfers TO Capital Improvement	1,157,871	1,957,871
Transfers TO Equipment Reserve	100,000	100,000
Transfers TO Land Bank	135,000	135,000
Cash Forward (Reserve)	2,202,288	2,872,178
Total Expenditures	10,204,491	11,674,381
Unencumbered Cash Balance December 31	0	0

CPA Summary

City of Bel Aire

2023

Adopted Budget

Water Utility	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	1,938,713	2,408,374
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Utility Income	3,171,000	3,776,005
Interest on Idle Funds	5,000	79,000
Miscellaneous	10,000	20,000
Total Receipts	3,186,000	3,875,005
Resources Available:	5,124,713	6,283,379
Expenditures:		
Salaries & Benefits	372,434	372,434
Contractual Obligations	2,096,602	2,446,905
Commodities	473,600	588,600
Capital Outlays	300,000	400,000
Debt Service	51,715	51,715
Transfers TO Bond & Interest	99,836	99,836
Trasfers TO Equipment Reserve	150,000	150,000
Total Expenditures	3,544,187	4,109,490
Unencumbered Cash Balance December 31	1,580,526	2,173,889

CPA Summary

City of Bel Aire

2023

Adopted Budget

Sewer Utility	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	2,886,057	3,172,617
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Utility Income	2,535,135	3,087,383
Interest on Idle Funds	10,000	112,000
Total Receipts	2,545,135	3,199,383
Resources Available:	5,431,192	6,372,000
Expenditures:		
Salaries & Benefits	376,526	376,526
Contractual Obligations	1,591,876	1,663,335
Commodities	493,500	504,500
Capital Outlays	300,000	900,000
Debt Service	31,689	31,689
Transfers TO Bond & Interest	150,867	150,867
Trasfers TO Equipment Reserve	150,000	150,000
Total Expenditures	3,094,458	3,776,917
Unencumbered Cash Balance December 31	2,336,734	2,595,083

CPA Summary

**Notice of Budget Hearing for Amending the
2023 Budget**
The governing body of
City of Bel Aire
will meet on the day of 12/05/23 at 7:00 pm at City Hall for the
purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall, www.belaireks.gov
and will be available at this hearing.

Summary of Amendments

Fund	2023 Adopted Budget			2023 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
General	43.462	3,700,561	10,204,491	11,674,381
Water Utility			3,544,187	4,109,490
Sewer Utility			3,094,458	3,776,917
			0	0
			0	0
			0	0

Jim Benage
Official Title: Mayor

(Published in *The Ark Valley News* on November 30, 2023)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECOMMENDATION OF THE BEL AIRE PLANNING COMMISSION CHANGING THE ZONING DISTRICT CLASSIFICATION OF CERTAIN LANDS LOCATED IN THE CITY OF BEL AIRE, KANSAS UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY.

WHEREAS, the Governing Body of the City of Bel Aire, Kansas (the “City”) has received a recommendation from the Bel Aire Planning Commission on Case No. ZON-23-03; and

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held on Case No. ZON-23-03 on October 12, 2023 all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

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

SECTION 1. The Governing Body supports the recommendation of the Bel Aire Planning Commission and approves the rezoning of the tract of land from AGRICULTURAL (AG) to a PLANNED UNIT DEVELOPMENT – INDUSTRIAL DISTRICT (M-1) ZONING USES.

Legal Description

The south 1,170 feet of the west 760 feet of the Southeast 1/4 of Section 21, Township 26S, Range 02 East of the 6th P.M., Sedgwick County, Kansas.

Section 2. Upon the taking effect of this Ordinance, the above zoning change shall be entered and shown on the Official Zoning Map(s) as previously adopted by reference and said map is hereby reincorporated as a part of the Zoning Regulations as amended.

Section 3. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City, approval by the Mayor and publication once in the official newspaper of the City.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Bel Aire, Kansas
this 21st day of November, 2023.

CITY OF BEL AIRE, KANSAS

[seal]

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk



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



I. Call to Order

II. Roll Call

James Schmidt, John Charleston, Deryk Faber, Paul Matzek, and Dee Roths were present. Edgar Salazar and Phillip Jordan were absent.

Also present were, Planning Commission Secretary and City Engineer, Anne Stephens, City Attorney, Maria Schrock, and Code Enforcement Officer, Garrett Wichman.

III. Pledge of Allegiance to the Flag

Chairman Schmidt led the Pledge of Allegiance.

IV. Consent Agenda

A. Approval of Minutes from Previous Meeting

Motion: Commissioner Dee Roths made a motion to approve the minutes from September 14, 2023. Commissioner John Charleston seconded the motion. *Motion Carried 5-0*

V. Old Business/New Business

- A. ZON-23-03 Rezoning:** Approximately 20 acres zoned AG agricultural, to M-1 manufacturing at 1/2 mile east of Webb Rd on the north side of 45th Street North. (Wichita Airport Authority)

Chairman Schmidt opened the hearing.

Representing the applicant was Ken Lee with Garver. John Oswald with the Wichita Airport Authority was also in attendance. Everything that has been re-zoned in this area has been zoned as manufacturing and industrial use. The City of Wichita/Sedgwick Count master plan documents indicate this to be the intended use and consistent with the area.

No members of the public were present to speak for or against the proposed re-zoning.

Chairman Schmidt closed the hearing.

Commissioner Matzek touched base on some of the Golden Factors in which he mentioned that the re-zoning request will fit in with the character of the neighborhood, and will be consistent with the zoning of surrounding properties.

Motion: Commissioner Roths made a motion to adopt the findings of fact of the staff as presented and recommend to the City Council approval to change the zoning district classification of the subject property from AG agricultural to M-1 manufacturing, based on such findings of fact. Commissioner Matzek seconded the motion. *Motion Carried 5-0*

- B. ZON-23-04 (Part 1) Rezoning:** Approximately 2 acres zoned C-1 commercial, to R-1 estate residential at ¼ mile south of 53rd Street North on the east side of Rock Road. (Hollenbeck Farm)

Chairman Schmidt opened the public hearing.

No one representing the applicant was present to discuss approximately 2 acres zoned C-1 commercial, to R-1 estate residential at ¼ mile south of 53rd Street North on the east side of Rock Road (Hollenbeck Farm). There was also no one from the public in attendance to speak.

Chairman Schmidt closed the public hearing.

Chairman Schmidt stated that the proposed re-zoning meets the requirements of the character of the neighborhood as there are several large residential lots surrounding this location. Commissioner Roths stated that the proposal has the support of the City’s professional staff.

Motion: Commissioner Charleston made a motion to adopt the findings of fact of the staff as presented and recommend to the City Council approval to change the zoning district classification of the subject property from C-1 commercial to R-1 estate residential based on such findings of fact. Commissioner Faber seconded the motion. *Motion Carried 5-0*

- C. ZON-23-04 (Part 2) Final Plat:** Proposed platting of approximately 2 acres (Hollenbeck Farm)

Chairman Schmidt opened the hearing.

No one representing the applicant was present for the proposed platting of approximately 2 acres at the Hollenbeck Farm. There was also no one from the public in attendance to speak either for or against the proposed platting.

Chairman Schmidt closed the hearing.

Secretary Anne Stephens mentioned to the Commission that Keith Price our City

Inspector had noticed some concerns on the final plat with wording. The Planning Commission Certificate does not match the code, surveyor’s text does have the date of the survey, and the utility information shows no easements provided.

Motion: Chairman Schmidt made a motion to table the final plat of Hollenbeck Farm until corrections are made. Commissioner Charleston seconded the motion. *Motion Carried 5-0*

D. Election of Planning Commission Chair, October 2023 to October 2024

Motion: Commissioner Roths made a motion to appoint James Schmidt as Chair of Planning Commission, term ending December 2024. Commissioner Charleston seconded. *Motion Carried 5-0*

E. Election of Planning Commission Vice-Chair, October 2023 to October 2024

Motion: Commissioner Matzek made a motion to appoint Phillip Jordan as Vice-Chair of the Planning Commission, term ending December 2024. Commissioner Faber seconded the motion. *Motion Carried 5-0*

F. Approval of the 2024 Meeting Dates and Time

Motion: Commissioner Faber made a motion to approve the Meeting Dates and Time for 2024. Commissioner Matzek seconded the motion. *Motion Carried 5-0*

VI. Next Meeting: Thursday, November 9 at 6:30 PM

The Commission discussed if Thursday, November 9 at 6:30 PM would work with their schedules and the Commission agreed upon Thursday, November 9 at 6:30 PM.

Motion: Chairman Schmidt made a motion to accept the next meeting date of Thursday, November 9 at 6:30 PM. Commissioner Faber seconded the motion. *Motion Carried 5-0*

VII. Current Events

Secretary Anne Stephens discussed the current events for the upcoming Planning Commission items. The Planning Commission will hold a new training/workshop on November 9, 2023 at 5:30 PM for KOMA/KORA, Golden Factors & Site Plan Review Guidelines.

The Commission had brief discussion on the date listed of November 9, 2023 at 5:30 PM and decided to change the date to Wednesday, November 8, 2023 at 6:30 PM.

There will be a public hearing for the zoning map update in December.

The Fall Festival will be held at the City of Bel Aire Recreational Center on October 21, 2023.

Commissioner Roths asked Chairman Schmidt if she could add something for current events. Chairman Schmidt allowed for comment. Commissioner Roths mentioned that there are KDOT

Local Consult Meetings held every other year to invite all citizens from surrounding towns to speak to KDOT about their concerns. She requested Commissioners to show up and support KDOT action for the safety of 254 Highway. This meeting will be held on the morning of Wednesday, October 18, 2023 from 9:00 AM-12:00 PM at the Eugene M. Hughes Metropolitan Complex.

VIII. (RE-OPENED) ZON-23-04 (Part 2) Final Plat: Proposed plating of approximately 2 acres (Hollenbeck Farm).

During current events portion of the meeting, Phil Meyer with Baughman Company, representing the applicant arrived to the Planning Commission Meeting at approximately 7:00 PM. Phil did apologize that he was not here in attendance earlier due to scheduling errors on his end.

After consulting with the Commissioners, Chairman Schmidt allowed Phil Meyer with Baughman Company go ahead and speak since no one from the public was present to speak at the earlier hearing.

Chairman Schmidt re-opened the public hearing.

Representing the applicant was Phil Meyer with Baughman Company. Phil stated that this is intended for single residence with a single access point. The water supply will be coming from Rock Road and the berms will remain in place.

Chairman Schmidt asked if the row of trees on the berm next to the pond will be removed and Phil Meyer stated that the trees will stay in place.

Phil stated that anything missing from the plat will be shown on the Mylar.

Chairman Schmidt closed the public hearing.

Motion: Chairman Schmidt made a motion to rescind his motion on the facts that Phil Myer with Baughman Company was late due to scheduling issues. Commissioner Faber seconded the motion. *Motion Carried 5-0*

Motion: Chairman Schmidt made a motion to accept the final plat of Hollenbeck Farm with the condition that corrections are made to the Planning Commission Certificate, surveyor's text to have the date of the survey, and the utility information to show easements provided, corrections to be approved by staff, Anne Stephens, by November 8, 2023. Commissioner Charleston seconded the motion. *Motion Carried 5-0*

IV. ADJOURNMENT

Motion: Commissioner Matzek made a motion to adjourn. Commissioner Roths seconded the motion. *Motion Carried 5-0*

FOR MEETING OF	10/12/23
CITY COUNCIL	
INFORMATION ONLY	

City of Bel Aire

STAFF REPORT

DATE: 10/05/2023

TO: Bel Aire Planning Commission

FROM: Keith Price

RE: Agenda

SUMMARY:

ZON-23-03. Proposed re-zoning approximately 20.41 acres zoned AG, Agriculture district, to a M-1 Industrial district.

The rezoning case was advertised in the Ark Valley News Paper and property owners were contacted as required by city code. I'm unaware of anyone contacting the city prior to this report regarding the rezoning case. A review was sent to the applicant's agent, a copy of that review is in your packet.

The following criteria shall be the basis for evaluation of the rezoning request in relation to the specific case being considered:

1. The character of the neighborhood;

The subject property is zoned AG **The zoning and uses of properties nearby**

Sedgwick County-Limited Industrial west and southwest, Southeast, rural residential. Bel Aire north and east are M-1 manufacturing.

2. The suitability of the subject property for the uses to which it has been restricted;

City staff has compared this request to the approved Master growth Plan the figure 3.4 showing commercial park category. Figure 3.5 intensity level is a 5; the request is a level 6 acceptable within one step. Staff agrees the future PUD details would identify any concerns for the city to work through. The city code as written will require additional public meetings before any use could occupy the land.

3. The extent to which removal of the restrictions will detrimentally affect nearby property;

City staff no adverse effect is expected.

4. The length of time the subject property has remained vacant as zoned;

The City purchased and annexed the property into Bel Aire prior to 2006. The land was sold to Wichita Airport Authority almost immediately. Agriculture district is considered a holding district.

5. The relative gain to the public health, safety and welfare by the destruction of the value of petitioner's property as compared to the hardship imposed upon the individual landowners;

No hardship is expected to be caused by the development.

6. Recommendations of permanent staff;

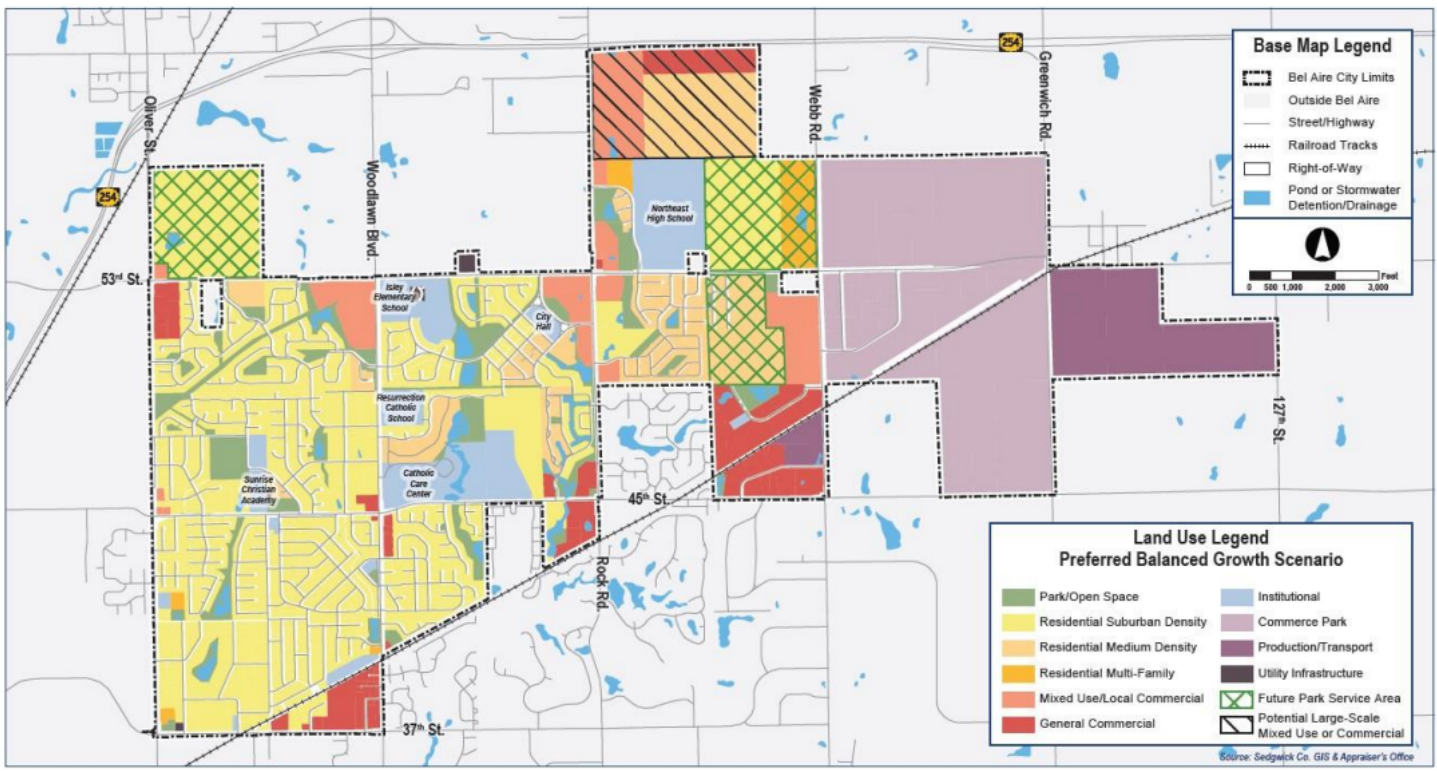
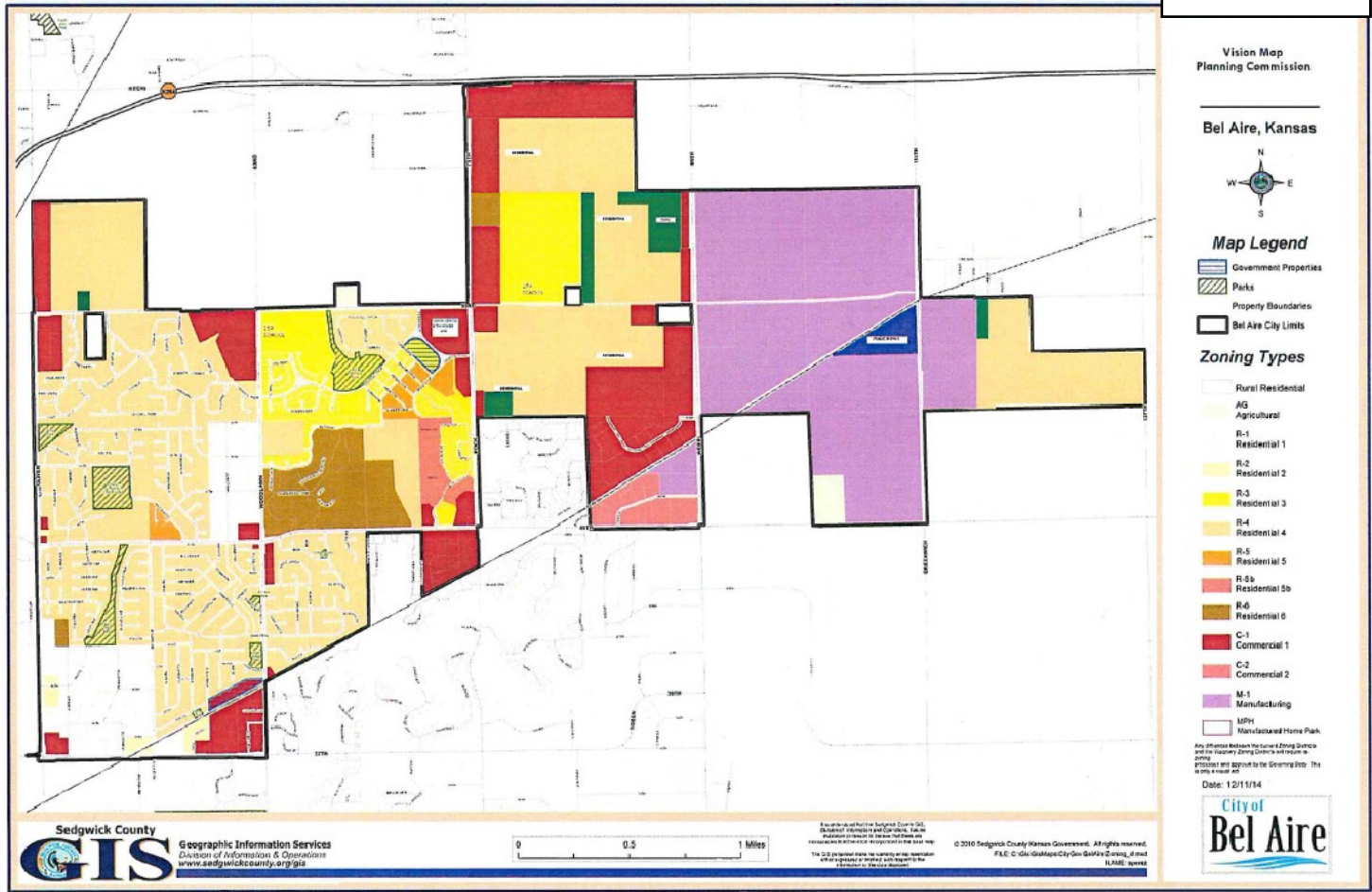
Yes because 2018 Master Growth plan was approved by City Council. The 2014 Comprehensive plan vision map also indicates that M-1 would be a good fit.

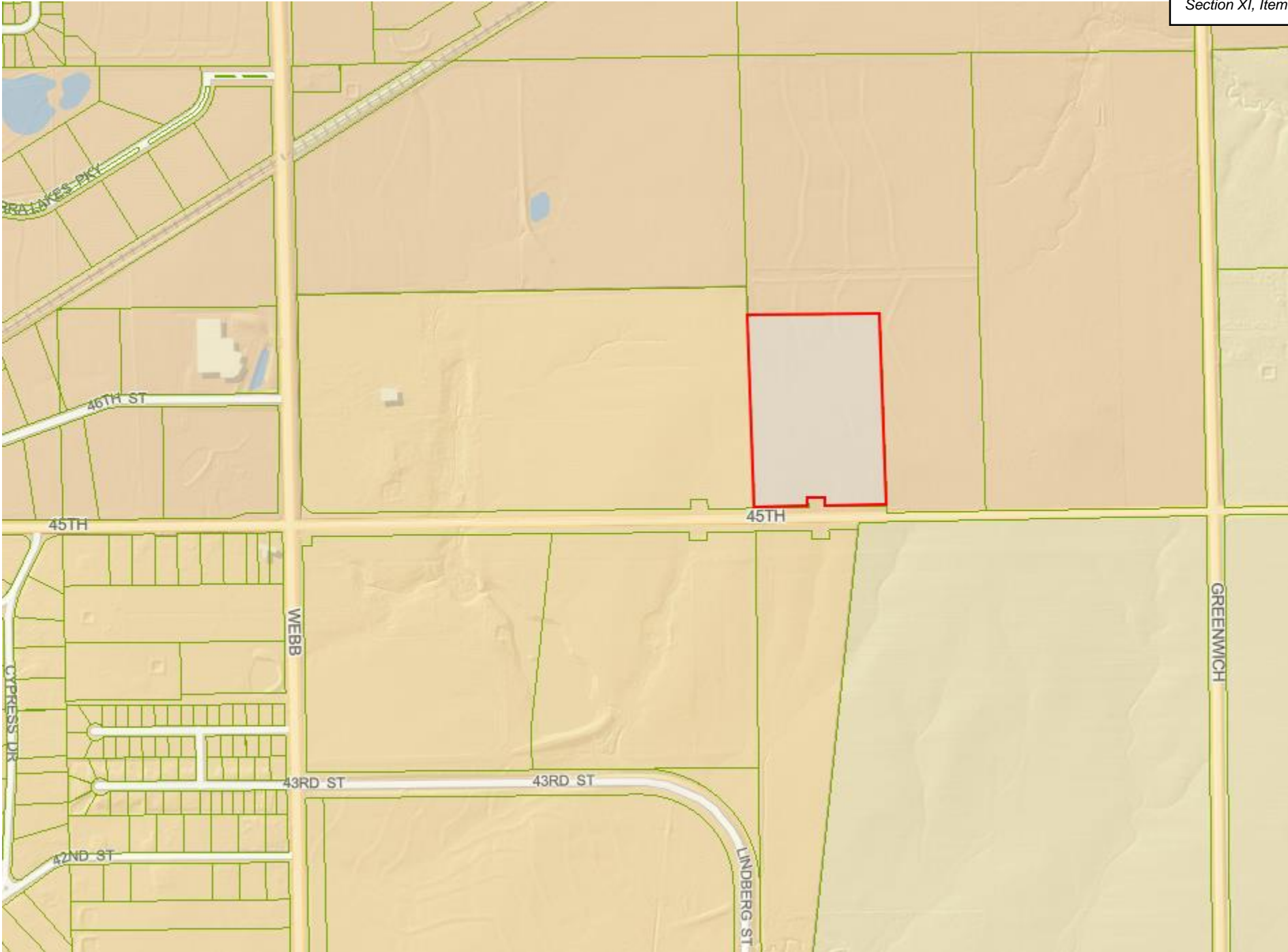
7. Conformance of the requested change to the adopted or recognized master plan being utilized by the city.

Yes the 2018 Master Growth plan based on figure 3.5 is within one step of M-1 and the adopted 2014 vision plan within the city comprehensive plan indicates this would be M-1.

8. The opinions of other property owners may be considered as one element of a decision in regard to the amendment associated with a single property, however, a decision either in support of or against any such rezoning may not be based upon a plebiscite of the neighbors.

Planners ask questions related to the current use and if that would continue until a future development is started. Do they have an estimated timeframe would be another possible discussion.





APPLICATION

ZON-23-03

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

- Change Zoning Districts: From: AG AGRICULTURAL to M-1 MANUFACTURING
- Amendments to Change Zoning Districts _____

City of Bel Aire Planning Commission

- Approved
- Rejected

Name of owner WICHITA AIRPORT AUTHORITY (ATTENTION JOHN OSWALD)

Address: JOswald@Wichita.gov Telephone (316) 946-4700

Agent representing the owner GARVER, LLC (ATTENTION KEN LEE)

Address KWLee@GarverUSA.com Telephone (316) 221-3029

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

2. The application area contains 20.41 acres.

3. This property is located at (address) N/A which is generally located at (relation to nearest streets) 1/2 MILE EAST OF WEBB RD ON NORTH SIDE OF 45TH STN

4. The particular reason for seeking reclassification:

TO ALLOW A FUTURE PLANNED UNIT DEVELOPMENT AND M-1 USES IN CONNECTION WITH AIRPORT IMPROVEMENTS.

5. County control number: 00527553

6. NAMES OF OWNERS - For land inside the city limits, an ownership list of the names, addresses and zip codes of the owners of record of real property located within 200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

If such area is located adjacent to but within the city limits, the ownership list, in addition to the 200 feet inside the city limits, shall provide similar information extending to 1,000 feet into the unincorporated area.

If such area is located outside the city limits, the ownership list shall extend for 1,000 feet in the unincorporated area and, if the latter extends into the city limits, then such owners for 200 feet inside the city must also be included on the list.

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

1. Applicant WICHITA AIRPORT AUTHORITY (JOHN OSWALD) Phone (316) 946-4700
Address 2173 S AIR CARGO RD, WICHITA, KS Zip Code 67209

Agent GARVER, LLC (KEN LEE) Phone (316) 221-3029
Address 1995 MIDFIELD RD, WICHITA, KS Zip Code 67209

2. Applicant _____ Phone _____
Address _____ Zip Code _____

Agent _____ Phone _____
Address _____ Zip Code _____

3. Applicant _____ Phone _____
Address _____ Zip Code _____

Agent _____ Phone _____
Address _____ Zip Code _____

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

John Oswald
Applicant's Signature

BY

Authorized Agent (If Any)

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

ZONE CHANGE DESCRIPTION (From AG Agricultural to M-1 Manufacturing)

The south 1,170 feet of the west 760 feet of the Southeast 1/4 of Section 21, Township 26S, Range 02 East of the 6th P.M., Sedgwick County, Kansas.



OWNERSHIP LIST

PROPERTY DESCRIPTION		PROPERTY OWNER
<p>The S 1,170' of the W 760' of the SE/4, EXC comm at the SW corner of the SE/4, th. N 25.01' to p.o.b.; th. N 40.01'; th. E 310.1'; th. NWly 50.09'; th. E 100.19'; th. SEly 50.09'; th. E 349.83'; th. S 40.01'; th. W 760.12' to begin; & EXC for the road, 21-26-2E</p> <p>Subject Property</p>		<p>Wichita Airport Authority 455 N. Main Wichita, KS 67202</p>
<p>The W/2 of the SE/4, EXC the S 1,170' of the W 760' thereof, 21-26-2E</p>		<p>Greenwich Group, LLC 15550 E. Kellogg Wichita, KS 67230</p>
<p>The N/2 of the SW/4, EXC that part lying N & W of MOPAC Railroad r.o.w., 21-26-2E</p>		<p>Webb254, LLC 833 S. East Ave. Columbus, KS 66725</p>
<p>The S/2 of the SW/4, EXC comm at SW corner of SW/4, th. E 60'; th. N 25' to p.o.b.; th. N 90'; th. SEly 71.05'; th. E 2,180.55'; th. N 50'; th. E 100'; th. S 50'; th. E 277.67'; th. S 40.01'; th. W to begin; & EXC for road, 21-26-2E</p>		<p>Wichita Airport Authority 2173 Air Cargo Rd. Wichita, KS 67209</p>
<p>Govt. Lots 1, 3, & 4, & the S/2 of the NE/4, EXC begin at NW corner, th. E 595.46'; th. SWly 2,653.5'; th. W 283.35' to SW corner; th. N to begin; & EXC for roads, 28-26-2E</p>		<p>Robert & Catherine MAP Trust Deborah Lynn Green 14709 Summerfield Wichita, KS 67230</p>



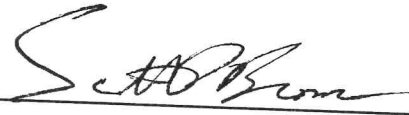
<p>Begin at NW cor of NE/4, th. E 595.46'; th. SWly 2,653.5'; th. W 283.35' to SW cor; th. N to begin, EXC comm at NW cor of NE/4, th. S 25' to p.o.b.; th. E 592.2'; th. SWly 40.3'; th. W 170.04'; th. S 50.09'; th. W 100.19'; th. NWly 50.09'; th. W 317.24'; th. N 40' to begin; & EXC for road on the N, 28-26-2E</p> <p>AND</p> <p>Begin at NE cor of NW/4, th. S 1,416.54'; th. W 1,301.77'; th. Nly 223.41'; th. NEly 1,202.28' to N line of NW/4; th. E 1,167.33' to begin, EXC comm at NW cor of NW/4, th. E 1,501.61'; th. SWly 25.18' to p.o.b.; th. E 1,170.3'; th. S 40'; th. W 278.9'; th. S 50'; th. W 100'; th. N 50'; th. W 796.14'; th. NEly 40.29' to begin; & EXC for road on the N, 28-26-2E</p>		<p>Wichita Airport Authority 2173 Air Cargo Rd. Wichita, KS 67209</p>
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Security 1st Title

We hereby certify the foregoing to be a true and correct list of the property owners of the herein before described tracts and lots as shown by the last deed of record filed in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 18th day of August, 2023, at 7:00 A.M.

SECURITY 1ST TITLE

By: 
LICENSED ABTRACTER

The Above list shows property owners within either a 200 foot radius or a 1,000 foot radius of the below described tracts. No certification is made as to the relation of any of the tracts and lots described herein within the city limits of Bel Aire.

The South 1,170 feet of the West 760 feet of the Southeast Quarter of Section 21, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT commencing at the Southwest corner of the Southeast Quarter, thence North 25.01 feet to the Point of Beginning; thence North 40.01 feet; thence East 310.10 feet; thence Northwest 50.09 feet; thence East 100.19 feet; thence Southeast 50.09 feet; thence East 349.83 feet; thence South 40.01 feet; thence West 760.12 feet to the Point of Beginning.

Order: OE006826
KJK

Affidavit of Publication

STATE OF KANSAS,
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 21st day of September, 2023, with subsequent publications being made on the following dates:

_____, 2022 _____, 2022
_____, 2022 _____, 2022
_____, 2022 _____, 2022

Chris Strunk

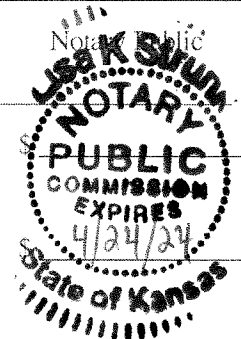
Subscribed and sworn to before me this 21st day of September, 2023.

hbs

My commission expires _____

Additional copies \$ _____

Printer's fee _____



Public notice

(Published in The Ark Valley News Sept. 21, 2023.)

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on October 12, 2023, the City of Bel Aire Planning Commission will consider the following re-zoning hearing in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

ZON-23-03. Proposed re-zoning approximately 20.41 acres zoned AG, Agriculture district, to a M-1 Industrial district. The current use farm ground.

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

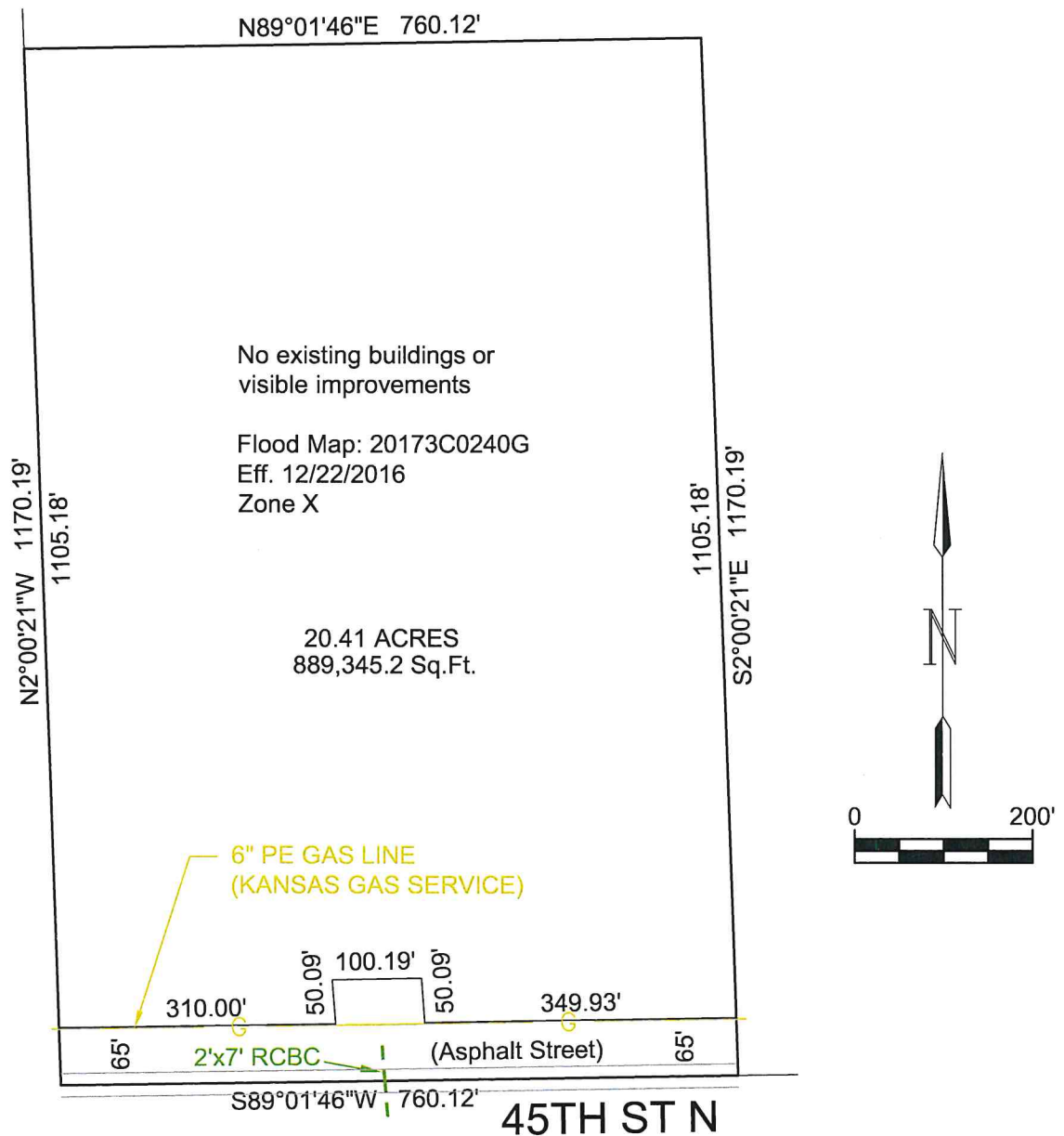
General Location: ½ mile East of Webb Rd. on the North side of E. 45th St N.

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

DATED this 12th day of September 2023.

/s/ Anne Stephens
Bel Aire Planning Commission Secretary

ZONE CHANGE SITE PLAN



APPLICANT

Wichita Airport Authority, Attention John Oswald, 316-946-4700 JOswald@Wichita.gov

AGENT

Garver LLC, Attention Ken Lee, 316-221-3029
KWLee@GarverUSA.com

ZONE CHANGE DESCRIPTION (From AG Agricultural to M-1 Manufacturing)

The south 1,170 feet of the west 760 feet of the Southeast 1/4 of Section 21, Township 26S, Range 02 East of the 6th P.M., Sedgwick County, Kansas.

Surrounding Zoning

Properties to the West and Southwest are zoned Limited Industrial (LI) - Sedgwick County
Property to the Southeast is zoned Rural Residential (RR) - Sedgwick County
Properties to the North and East are zoned M-1 Manufacturing - Bel Aire
Subject property is zoned AG Agricultural - Bel Aire



City of Bel Aire, Kansas
7651 E. Central Park Ave
Bel Aire, Kansas 67226



REZONING REVIEW

Address of proposed project: Wichita Airport Authority

This report is to document that on 9.22.23 the Zoning Administrator from the City of Bel Aire evaluated the above property plan for compliance of zoning and building requirements:

- | | |
|--|--|
| <input type="checkbox"/> SETBACKS | <input type="checkbox"/> ELEVATIONS |
| <input type="checkbox"/> EFFECTIVE CODE COMPLIANCE | <input checked="" type="checkbox"/> REQUIRED PLAN SUBMITTALS |
| <input type="checkbox"/> EROSION CONTROL | <input checked="" type="checkbox"/> EASEMENTS |
| <input type="checkbox"/> LANDSCAPE | <input type="checkbox"/> SCREENING |
| <input type="checkbox"/> STORM DRAINAGE | <input checked="" type="checkbox"/> NEIGHBORHOOD IMPACT |
| <input type="checkbox"/> ADA ACCESSIBLE | <input type="checkbox"/> UTILITIES TO BUILDING |

The review of the above property plan has been:

- APPROVED, as noted
- DELAYED, as noted
- DENIED, as noted

DATE 9/22/23

Keith Price
REVIEWED BY 

Comments:

Discussion prior to the submittal was regarding a PUD process; the best fit for future placement holders is with rezoning to the district that best fits the use. Site plan, application, remittance recieved

The city 2018 Master Growth Plan Preferred Balanced Growth Map 3.4 indicates Commercial Park, the figure 3.5 indicates that the request is an intensity level 6 and the balanced growth a level 5, this is in the range one step.

2014 Bel Aire Comprehensive plan indicates with the vision map contained as page 47; this parcel would be M-1 Manufacturing zoning type.

ZC Agriculture district- Property zoned AG for "holding zone" purposes may be used for certain commercial and industrial special uses where those uses would be of limited duration or compatible with the uses shown on the Future Land Use Plan of the Comprehensive Plan.

<http://www.belaireks.citycode.net/> is the link to find the requirements for platting and zoning.

(Published in *The Ark Valley News* on November 30, 2023)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECOMMENDATION OF THE BEL AIRE PLANNING COMMISSION CHANGING THE ZONING DISTRICT CLASSIFICATION OF CERTAIN LANDS LOCATED IN THE CITY OF BEL AIRE, KANSAS UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY.

WHEREAS, the Governing Body of the City of Bel Aire, Kansas (the "City") has received a recommendation from the Bel Aire Planning Commission on Case No. ZON-23-04; and

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held on Case No. ZON-23-04 on October 12, 2023 all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

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

SECTION 1. The Governing Body supports the recommendation of the Bel Aire Planning Commission and approves the rezoning of the tract of land from COMMERCIAL (C-1) to a RESIDENTIAL (R-1) ZONING USES.

Legal Description

That part of the South Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, as prepared by Baughman Company, P.A., CLS 58, State of Kansas, County of Sedgwick, more particularly described as follows: Commencing at the Southwest Corner of said South Half, thence N01 056'19"W along the West line of said South Half, 1,322.81 feet; thence N89°38'43"E along the North line of said South Half, 50.09 feet to the Point of Beginning, said Point of Beginning also on the East right-of-way line of Rock Road; thence continuing along said North line N89°38'43"E, 383.00 feet; thence S25°26'39"W, 310.88 feet; thence S89°38'43"W, 240.00 feet to a point on the East right-of-way line of said Rock Road; thence N01055'51"W along the East right-of-way line of said Rock Road, 280.00 feet to the Point of Beginning, subject to road rights-of-way of record.

Section 2. Upon the taking effect of this Ordinance, the above zoning change shall be entered and shown on the Official Zoning Map(s) as previously adopted by reference and said map is hereby reincorporated as a part of the Zoning Regulations as amended.

Section 3. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City, approval by the Mayor and publication once in the official newspaper of the City.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Bel Aire, Kansas
this 21st day of November, 2023.

CITY OF BEL AIRE, KANSAS

[seal]

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

City of Bel Aire

STAFF REPORT

DATE: 10/05/2023

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

STAFF COMMUNICATION		<i>Section XI, Item D.</i>
FOR MEETING OF	10/12/23	
CITY COUNCIL		
INFORMATION ONLY		

SUMMARY:

ZON-23-04. Proposed re-zoning and platting approximately 2 acres zoned AG, Agriculture district, to R-1 residential district. The current use farm ground.

The rezoning and one-step plat was advertised in the Ark Valley Newspaper and surrounding property owners were contacted as required. The city review to the agent of record is in your packet. The city didn't receive any inquiries prior to this report.

The following criteria shall be the basis for evaluation of the rezoning request in relation to the specific case being considered:

1. The character of the neighborhood;

The subject property is zoned C-1 **The zoning and uses of properties nearby**

Bel Aire surrounds all sides Agriculture north and east; C-1 south and R-6 with a PUD west.

2. The suitability of the subject property for the uses to which it has been restricted;

City staff has compared this request to the approved Master growth Plan the figure 3.4 showing Residential Suburban Density category. Figure 3.5 intensity level is a 2; the request is a level 2 and is acceptable. Staff agrees the use will be less intense than current zoning C-1 is an intensity of level 3. The 2014 Comprehensive plan indicates an R-4 zoning district.

3. The extent to which removal of the restrictions will detrimentally affect nearby property;

City staff no adverse effect is expected.

4. The length of time the subject property has remained vacant as zoned;

Ordinance 506 changed 13.34 acres to a C-1 zoning district in 2012.

5. The relative gain to the public health, safety and welfare by the destruction of petitioner’s property as compared to the hardship imposed upon the individual landowners;

No hardship is expected to be caused by the development.

6. Recommendations of permanent staff;

Yes because 2018 Master Growth plan was approved by City Council. The 2014 Comprehensive plan vision map also indicates that residential use would be a good fit.

7. Conformance of the requested change to the adopted or recognized master plan being utilized by the city.

Yes the 2018 Master Growth plan based on figure 3.5 has a single family residential use shown and the adopted 2014 vision plan within the city comprehensive plan indicates this would be a residential use.

8. The opinions of other property owners may be considered as one element of a decision in regard to the amendment associated with a single property, however, a decision either in support of or against any such rezoning may not be based upon a plebiscite of the neighbors.

A two-Arce tract with a well-built home is a good fit based on the surrounding property uses. The flood plain is east of this tract and divides the abutting tract. A large lot is north with a homestead. South is the remainder of the C-1 commercial parcel.

The review provided to the applicant’s agent should provide an update to the final plat submittal.

19.4.11. Planning commission action on the final plat.

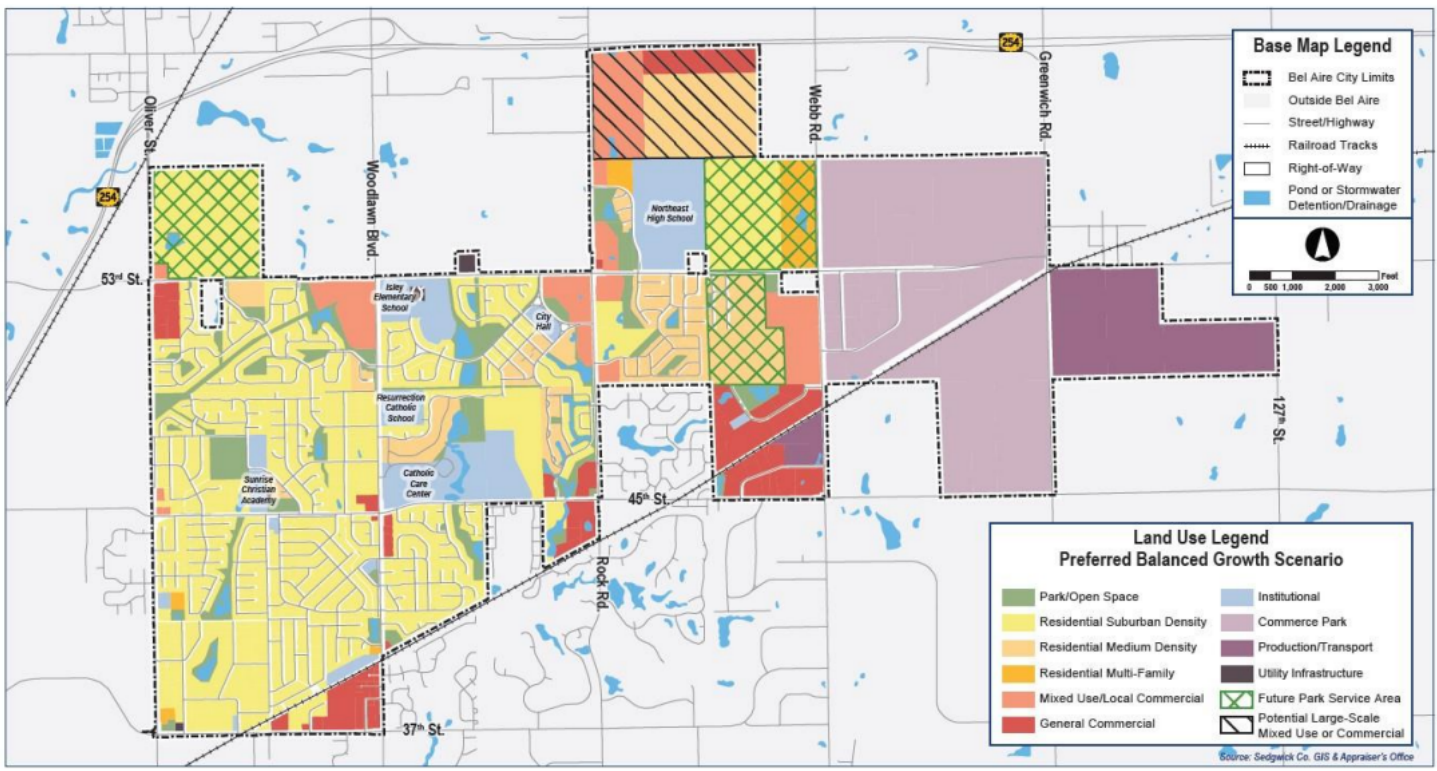
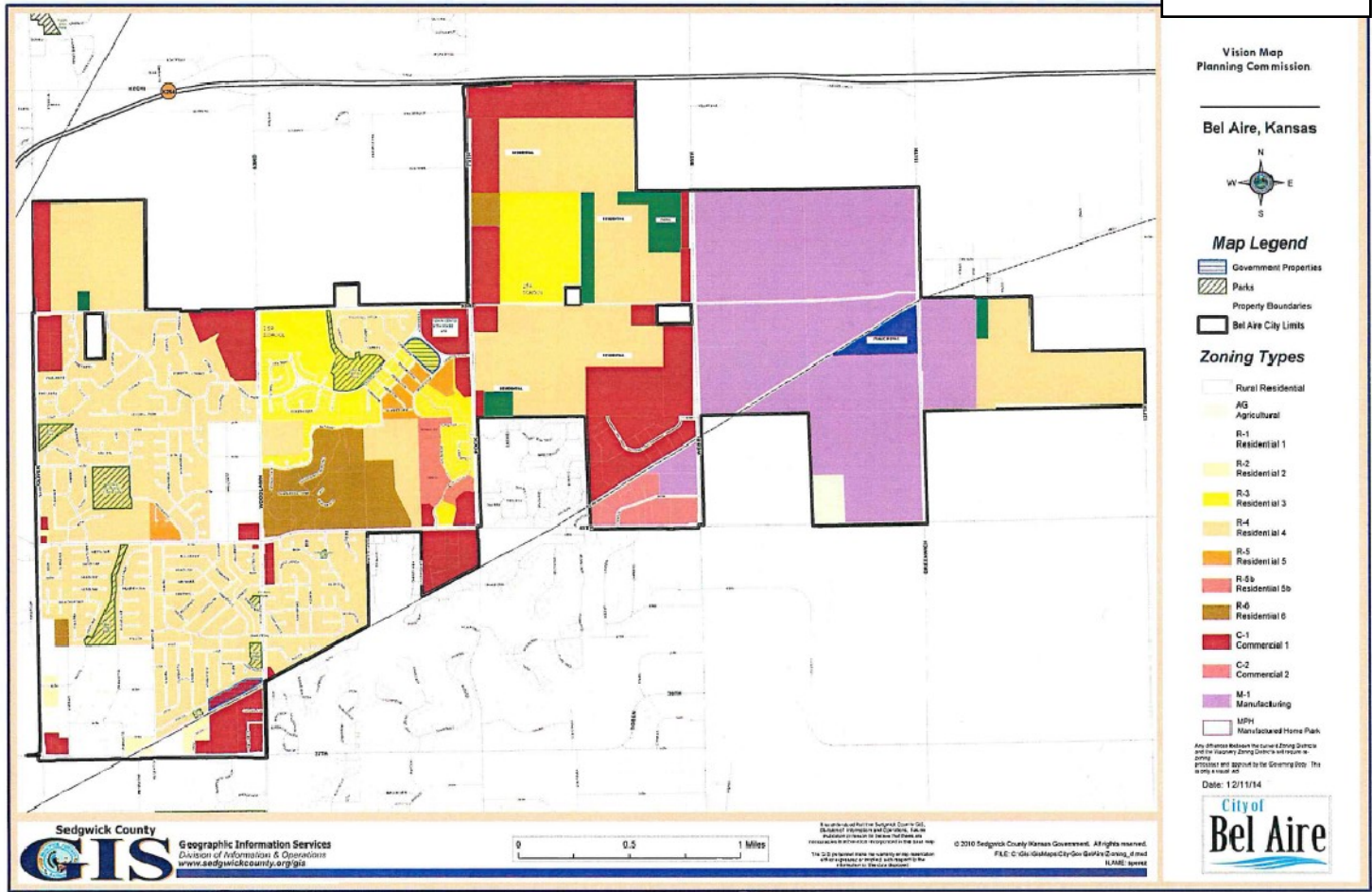
The Planning Commission shall, within 60 days after the first meeting of the Commission following the date that the final plat with all required data is filed with the Zoning Administrator, review and approve the final plat by a majority vote of the members present and voting if:

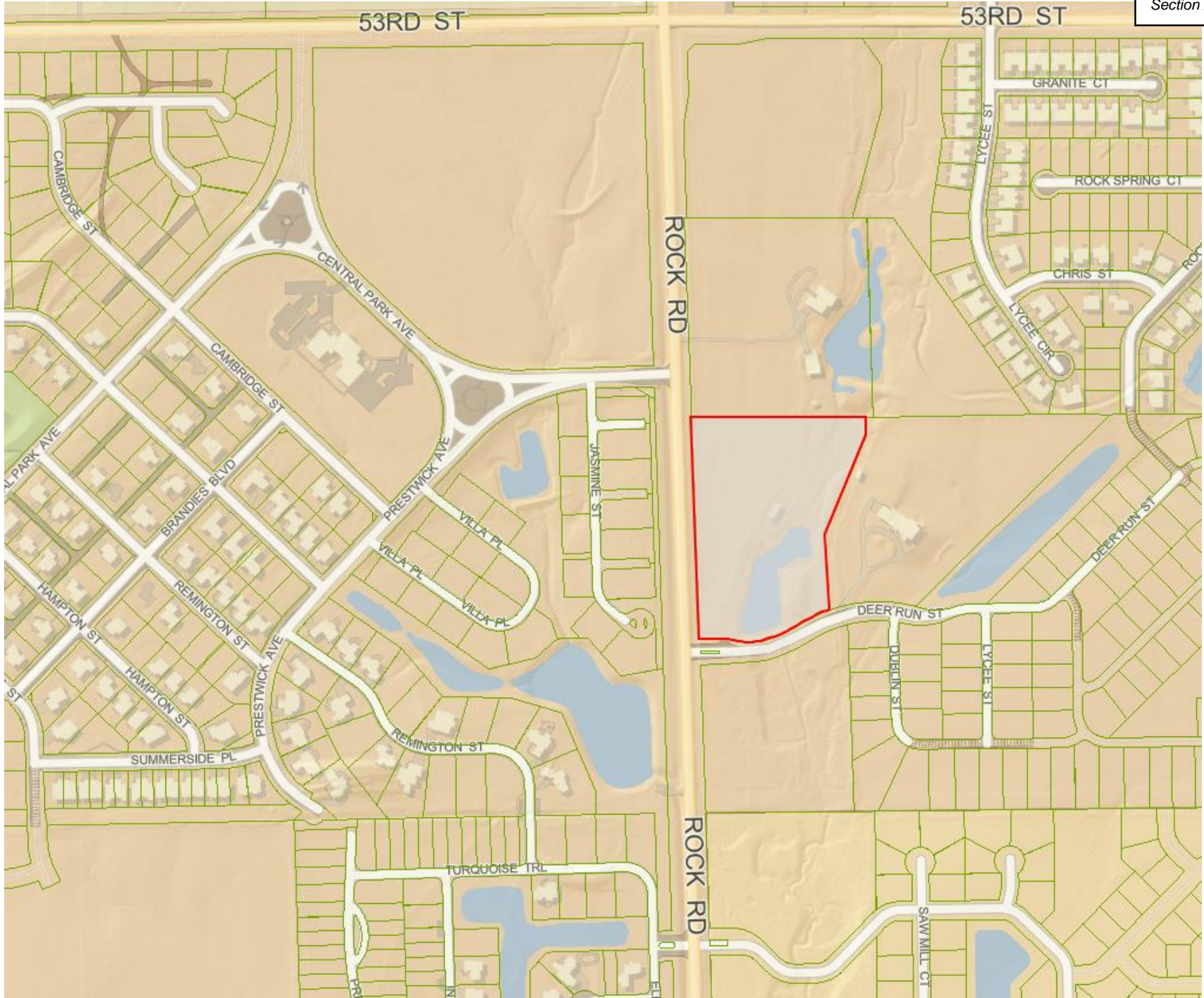
It is substantially the same as the approved preliminary plat;

There has been compliance with all conditions which may have been attached to the approval of the preliminary plat; and

It complies with all of the provisions contained in these regulations and with all other applicable regulations or laws.

If the Planning Commission fails to approve or disapprove the final plat within the 60 days designated by state law for its consideration, it shall be deemed to have been approved and a certificate shall be issued by the Secretary upon demand, unless the subdivider shall have consented in writing to extend or waive such time limitation. (See K.S.A. 12-752[b].







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



I. Call to Order

II. Roll Call

James Schmidt, John Charleston, Deryk Faber, Paul Matzek, and Dee Roths were present. Edgar Salazar and Phillip Jordan were absent.

Also present were, Planning Commission Secretary and City Engineer, Anne Stephens, City Attorney, Maria Schrock, and Code Enforcement Officer, Garrett Wichman.

III. Pledge of Allegiance to the Flag

Chairman Schmidt led the Pledge of Allegiance.

IV. Consent Agenda

A. Approval of Minutes from Previous Meeting

Motion: Commissioner Dee Roths made a motion to approve the minutes from September 14, 2023. Commissioner John Charleston seconded the motion. *Motion Carried 5-0*

V. Old Business/New Business

- A. ZON-23-03 Rezoning:** Approximately 20 acres zoned AG agricultural, to M-1 manufacturing at ½ mile east of Webb Rd on the north side of 45th Street North. (Wichita Airport Authority)

Chairman Schmidt opened the hearing.

Representing the applicant was Ken Lee with Garver. John Oswald with the Wichita Airport Authority was also in attendance. Everything that has been re-zoned in this area has been zoned as manufacturing and industrial use. The City of Wichita/Sedgwick Count master plan documents indicate this to be the intended use and consistent with the area.

No members of the public were present to speak for or against the proposed re-zoning.

Chairman Schmidt closed the hearing.

Commissioner Matzek touched base on some of the Golden Factors in which he mentioned that the re-zoning request will fit in with the character of the neighborhood, and will be consistent with the zoning of surrounding properties.

Motion: Commissioner Roths made a motion to adopt the findings of fact of the staff as presented and recommend to the City Council approval to change the zoning district classification of the subject property from AG agricultural to M-1 manufacturing, based on such findings of fact. Commissioner Matzek seconded the motion. *Motion Carried 5-0*

- B. ZON-23-04 (Part 1) Rezoning:** Approximately 2 acres zoned C-1 commercial, to R-1 estate residential at ¼ mile south of 53rd Street North on the east side of Rock Road. (Hollenbeck Farm)

Chairman Schmidt opened the public hearing.

No one representing the applicant was present to discuss approximately 2 acres zoned C-1 commercial, to R-1 estate residential at ¼ mile south of 53rd Street North on the east side of Rock Road (Hollenbeck Farm). There was also no one from the public in attendance to speak.

Chairman Schmidt closed the public hearing.

Chairman Schmidt stated that the proposed re-zoning meets the requirements of the character of the neighborhood as there are several large residential lots surrounding this location. Commissioner Roths stated that the proposal has the support of the City’s professional staff.

Motion: Commissioner Charleston made a motion to adopt the findings of fact of the staff as presented and recommend to the City Council approval to change the zoning district classification of the subject property from C-1 commercial to R-1 estate residential based on such findings of fact. Commissioner Faber seconded the motion. *Motion Carried 5-0*

- C. ZON-23-04 (Part 2) Final Plat:** Proposed platting of approximately 2 acres (Hollenbeck Farm)

Chairman Schmidt opened the hearing.

No one representing the applicant was present for the proposed platting of approximately 2 acres at the Hollenbeck Farm. There was also no one from the public in attendance to speak either for or against the proposed platting.

Chairman Schmidt closed the hearing.

Secretary Anne Stephens mentioned to the Commission that Keith Price our City

Inspector had noticed some concerns on the final plat with wording. The Planning Commission Certificate does not match the code, surveyor’s text does have the date of the survey, and the utility information shows no easements provided.

Motion: Chairman Schmidt made a motion to table the final plat of Hollenbeck Farm until corrections are made. Commissioner Charleston seconded the motion. *Motion Carried 5-0*

D. Election of Planning Commission Chair, October 2023 to October 2024

Motion: Commissioner Roths made a motion to appoint James Schmidt as Chair of Planning Commission, term ending December 2024. Commissioner Charleston seconded. *Motion Carried 5-0*

E. Election of Planning Commission Vice-Chair, October 2023 to October 2024

Motion: Commissioner Matzek made a motion to appoint Phillip Jordan as Vice-Chair of the Planning Commission, term ending December 2024. Commissioner Faber seconded the motion. *Motion Carried 5-0*

F. Approval of the 2024 Meeting Dates and Time

Motion: Commissioner Faber made a motion to approve the Meeting Dates and Time for 2024. Commissioner Matzek seconded the motion. *Motion Carried 5-0*

VI. Next Meeting: Thursday, November 9 at 6:30 PM

The Commission discussed if Thursday, November 9 at 6:30 PM would work with their schedules and the Commission agreed upon Thursday, November 9 at 6:30 PM.

Motion: Chairman Schmidt made a motion to accept the next meeting date of Thursday, November 9 at 6:30 PM. Commissioner Faber seconded the motion. *Motion Carried 5-0*

VII. Current Events

Secretary Anne Stephens discussed the current events for the upcoming Planning Commission items. The Planning Commission will hold a new training/workshop on November 9, 2023 at 5:30 PM for KOMA/KORA, Golden Factors & Site Plan Review Guidelines.

The Commission had brief discussion on the date listed of November 9, 2023 at 5:30 PM and decided to change the date to Wednesday, November 8, 2023 at 6:30 PM.

There will be a public hearing for the zoning map update in December.

The Fall Festival will be held at the City of Bel Aire Recreational Center on October 21, 2023.

Commissioner Roths asked Chairman Schmidt if she could add something for current events. Chairman Schmidt allowed for comment. Commissioner Roths mentioned that there are KDOT

Local Consult Meetings held every other year to invite all citizens from surrounding towns to speak to KDOT about their concerns. She requested Commissioners to show up and support KDOT action for the safety of 254 Highway. This meeting will be held on the morning of Wednesday, October 18, 2023 from 9:00 AM-12:00 PM at the Eugene M. Hughes Metropolitan Complex.

VIII. (RE-OPENED) ZON-23-04 (Part 2) Final Plat: Proposed plating of approximately 2 acres (Hollenbeck Farm).

During current events portion of the meeting, Phil Meyer with Baughman Company, representing the applicant arrived to the Planning Commission Meeting at approximately 7:00 PM. Phil did apologize that he was not here in attendance earlier due to scheduling errors on his end.

After consulting with the Commissioners, Chairman Schmidt allowed Phil Meyer with Baughman Company go ahead and speak since no one from the public was present to speak at the earlier hearing.

Chairman Schmidt re-opened the public hearing.

Representing the applicant was Phil Meyer with Baughman Company. Phil stated that this is intended for single residence with a single access point. The water supply will be coming from Rock Road and the berms will remain in place.

Chairman Schmidt asked if the row of trees on the berm next to the pond will be removed and Phil Meyer stated that the trees will stay in place.

Phil stated that anything missing from the plat will be shown on the Mylar.

Chairman Schmidt closed the public hearing.

Motion: Chairman Schmidt made a motion to rescind his motion on the facts that Phil Myer with Baughman Company was late due to scheduling issues. Commissioner Faber seconded the motion. *Motion Carried 5-0*

Motion: Chairman Schmidt made a motion to accept the final plat of Hollenbeck Farm with the condition that corrections are made to the Planning Commission Certificate, surveyor’s text to have the date of the survey, and the utility information to show easements provided, corrections to be approved by staff, Anne Stephens, by November 8, 2023. Commissioner Charleston seconded the motion. *Motion Carried 5-0*

IV. ADJOURNMENT

Motion: Commissioner Matzek made a motion to adjourn. Commissioner Roths seconded the motion. *Motion Carried 5-0*

APPLICATION

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

Change Zoning Districts: From: C-1 to R-1

Amendments to Change Zoning Districts _____

City of Bel Aire Planning Commission

Approved Rejected

Name of owner Hollenbeck Family Trust (Steven M. Hollenbeck)

Address 8112 Deer Run St, Bel Aire, KS 67226 Telephone _____

Agent representing the owner Baughman Company, P.A. (Philip Meyer)

Address 315 Ellis St, Wichita, KS 67211 Telephone (316) 262-7271

1. The application area is legally described as Lot(s) *; Block(s) n/a, n/a Addition, Bel Aire, Kansas. If appropriate, a metes and bounds description may be attached. *See attached legal description

2. The application area contains 2.00 +/- acres.

3. This property is located at (address) n/a which is generally located at (relation to nearest streets) East side of Rock Road, approx. 1/4 mile S of 53rd St N

4. The particular reason for seeking reclassification:
to allow development of a single-family residence

5. County control number: 30018610

6. NAMES OF OWNERS - For land inside the city limits, an ownership list of the names, addresses and zip codes of the owners of record of real property located within 200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

If such area is located adjacent to but within the city limits, the ownership list, in addition to the 200 feet inside the city limits, shall provide similar information extending to 1,000 feet into the unincorporated area.

If such area is located outside the city limits, the ownership list shall extend for 1,000 feet in the unincorporated area and, if the latter extends into the city limits, then such owners for 200 feet inside the city must also be included on the list.

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

1. Applicant Hollenbeck Family Trust (Steven M. & Beth R. Hollenbeck) Phone 864-616-9164
Address 8112 Deer Run St, Bel Aire, KS Zip Code 67226

Agent Baughman Company, P.A. (Philip Meyer) Phone 316-262-7271
Address 315 Ellis St, Wichita, KS Zip Code 67211

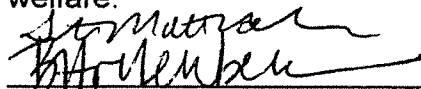
2. Applicant Jay & Shirley Darlene Blair (Contract Purchasers) Phone 515-490-1711
Address 9403 E. Woodspring St, Wichita, KS Zip Code 67226

Agent Baughman Company, P.A. (Philip Meyer) Phone 316-262-7271
Address 315 Ellis St, Wichita, KS Zip Code 67211

3. Applicant _____ Phone _____
Address _____ Zip Code _____

Agent _____ Phone _____
Address _____ Zip Code _____

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


Applicant's Signature Steven M. Hollenbeck
Beth R. Hollenbeck

BY


Authorized Agent (If Any)

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



OWNERSHIP LIST

PROPERTY DESCRIPTION	PROPERTY OWNER
<p>That part lying within the S/2 of the NW/4, comm at SW corner thereof; th. Nly 578.08'; th. Ely 50' to p.o.b.; th. Nly 743.13' to N line of S/2; th. Ely 582.4'; th. S 57.82'; th. SWly 362.9'; th. SEly 254.54' to point on non-tangent curve to the left; th. SWly along curve to left 101.75', being the N line of Deer Run Street, Deer Run Final Plat, Bel Aire; th. SWly along curve to right 117.56' to point on a curve to right; th. SWly along curve 119.26' to a point on a curve to left; th. NWly along curve 55.33'; th. Wly 63.38' to begin, 20-26-2E Contains Subject Property</p>	<p>Hollenbeck Family Trust Steven M. Hollenbeck & Beth R. Hollenbeck 8112 Deer Run St. Wichita, KS 67226</p>
<p>The S 10 Acres of the W 20 Acres of the N/2 of the NW/4, 20-26-2E</p>	<p>Paul Henry Cheatum Living Trust 5212 N. Rock Rd. Wichita, KS 67226</p>
<p>Lot 16, Blk 1 AND Reserves F, G, & H</p>	<p>Villas at Prestwick Addition Villas at Prestwick, LLC 2243 N. Ridge Rd., Ste. 105 Wichita, KS 67205</p>
<p>Lots 17, 18, 19, & 20, Blk 1</p>	<p>“ Schellenberg Construction Company, LLC 2243 N. Ridge Rd., Ste. 105 Wichita, KS 67205</p>



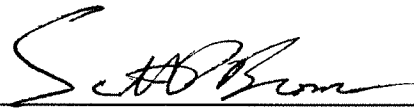
Security 1st Title

We hereby certify the foregoing to be a true and correct list of the property owners of the herein before described tracts and lots within a 200 foot radius of:

That part of the South Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, as prepared by Baughman Company, P.A., CLS 58, State of Kansas, County of Sedgwick, more particularly described as follows: Commencing at the Southwest Corner of said South Half, thence N01°56'19"W along the West line of said South Half, 1,322.81 feet; thence N89°38'43"E along the North line of said South Half, 50.09 feet to the Point of Beginning, said Point of Beginning also on the East right-of-way line of Rock Road; thence continuing along said North line N89°38'43"E, 383.00 feet; thence S25°26'39"W, 310.88 feet; thence S89°38'43"W, 240.00 feet to a point on the East right-of-way line of said Rock Road; thence N01°55'51"W along the East right-of-way line of said Rock Road, 280.00 feet to the Point of Beginning, subject to road rights-of-way of record.

as shown by the last deed of record filed in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 31st day of August, 2023, at 7:00 A.M.

SECURITY 1ST TITLE

By: 

LICENSED ABSTRACTER

Order: OE007207
KJK

Affidavit of Publication

STATE OF KANSAS,
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 21st day of September, 2023, with subsequent publications being made on the following dates:

_____, 2022 _____, 2022
_____, 2022 _____, 2022
_____, 2022 _____, 2022

Chris Strunk

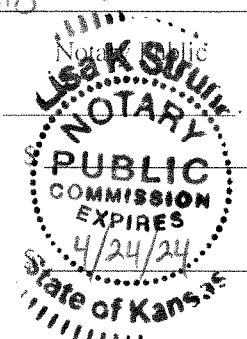
Subscribed and sworn to before me this 21st day of September, 2023,

Lisa K. Strunk

My commission expires _____

Additional copies _____

Printer's fee _____



Public notice

(Published in The Ark Valley News Sept. 21, 2023.)

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on October 12, 2023, the City of Bel Aire Planning Commission will consider the following re-zoning and platting hearing in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

ZON-23-04. Proposed re-zoning and platting approximately 2 acres zoned AG, Agriculture district, to R-1 residential district. The current use farm ground.

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

General Location: East side of Rock Rd. approx. ¼ mile south of 53th St.

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

DATED this 15th day of September 2023.

/s/ Anne Stephens
Bel Aire Planning Commission Secretary

ZONING EXHIBIT

HOLLENBECK FARM

BEL AIRE, SEDGWICK COUNTY, KANSAS

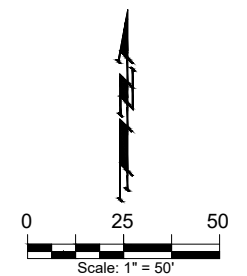
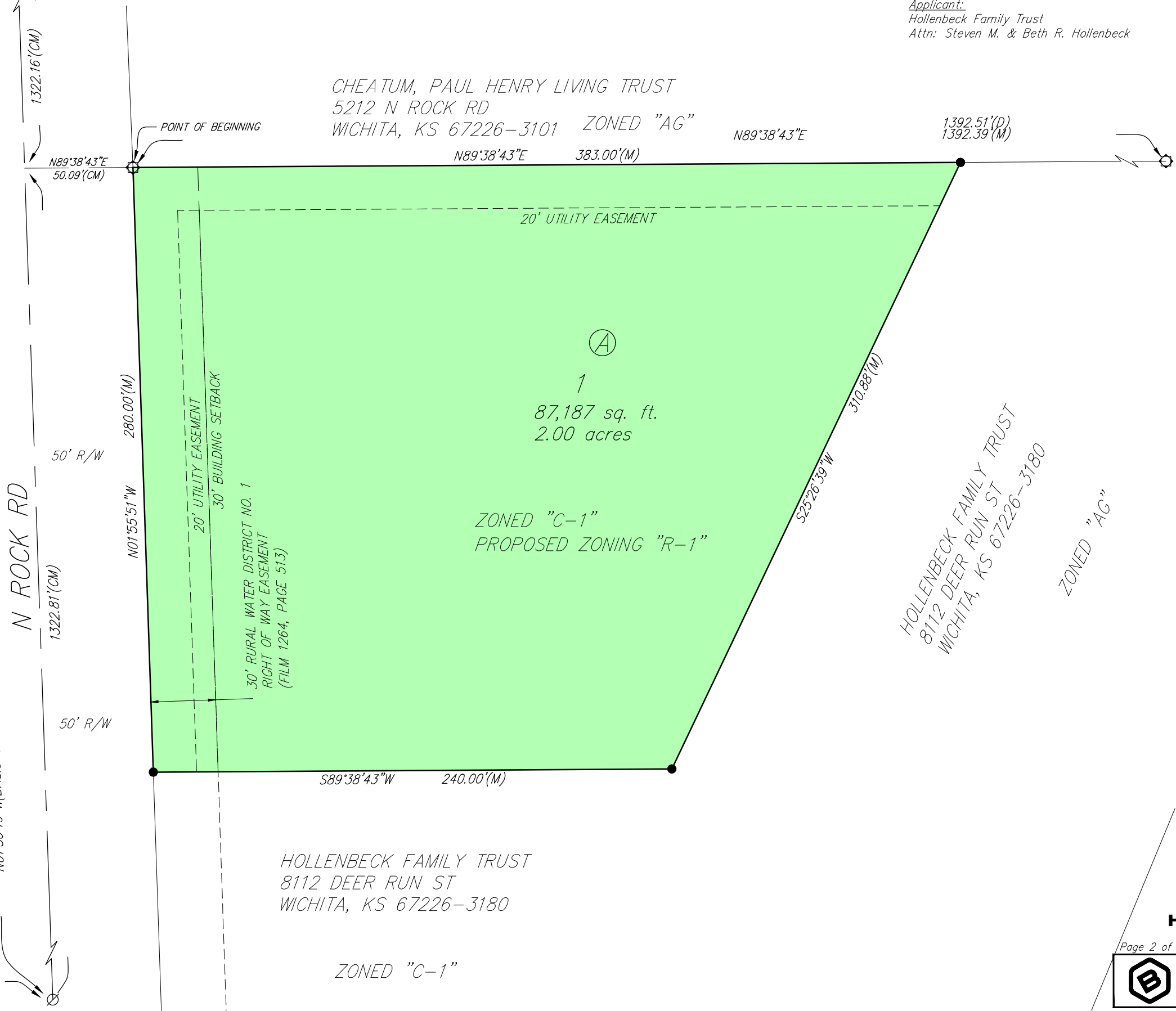
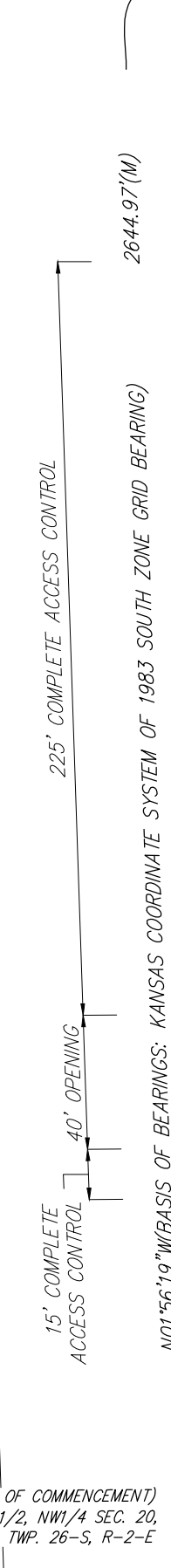
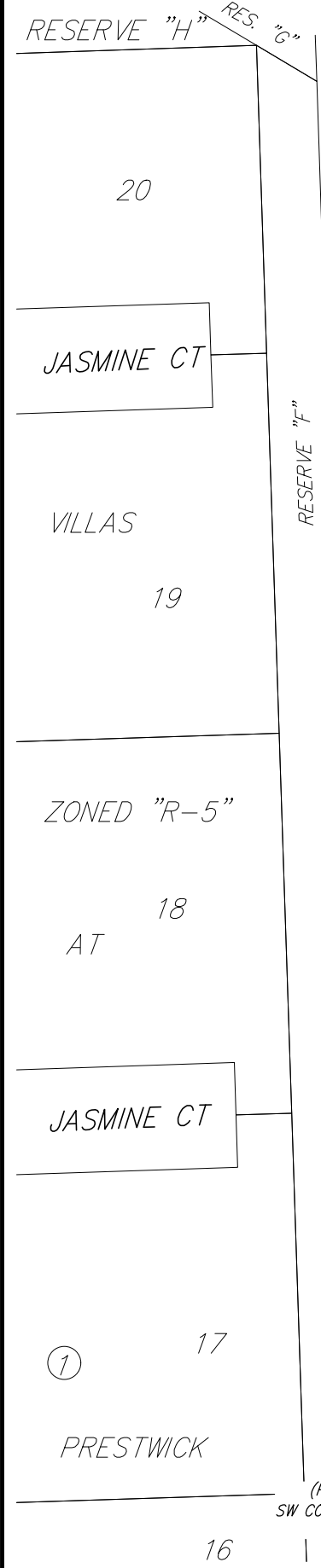
NW COR., SEC. 20,
TWP. 26-S, R-2-E


53RD ST N

Applicant:
Hollenbeck Family Trust
Attn: Steven M. & Beth R. Hollenbeck

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

Modifications by the Zoning Change:
A single-family residence



 = Indicates area to be zoned "R-1"

CHEATUM, PAUL HENRY LIVING TRUST
5212 N ROCK RD
WICHITA, KS 67226-3101 ZONED "AG"

20' UTILITY EASEMENT

20' UTILITY EASEMENT
30' BUILDING SETBACK

30' RURAL WATER DISTRICT NO. 1
RIGHT OF WAY EASEMENT
(FILM 1264, PAGE 513)

ZONED "C-1"
PROPOSED ZONING "R-1"

HOLLENBECK FAMILY TRUST
8112 DEER RUN ST
WICHITA, KS 67226-3180

HOLLENBECK FAMILY TRUST
8112 DEER RUN ST
WICHITA, KS 67226-3180

ZONED "C-1"

ZONING EXHIBIT HOLLENBECK FARM

 **BAUGHMAN COMPANY**
315 Ellis St. Wichita, KS 67211 316-262-7274
BaughmanCo.com

E:\Projects\Hollenbeck Farm_23-05-P887\Plan\Drawings\23-05-P887_Zoning Exhibit.dwg

ZONING EXHIBIT

HOLLENBECK FARM

BEL AIRE, SEDGWICK COUNTY, KANSAS

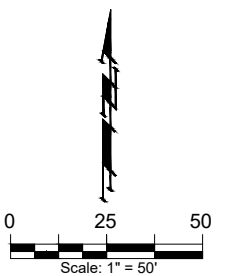
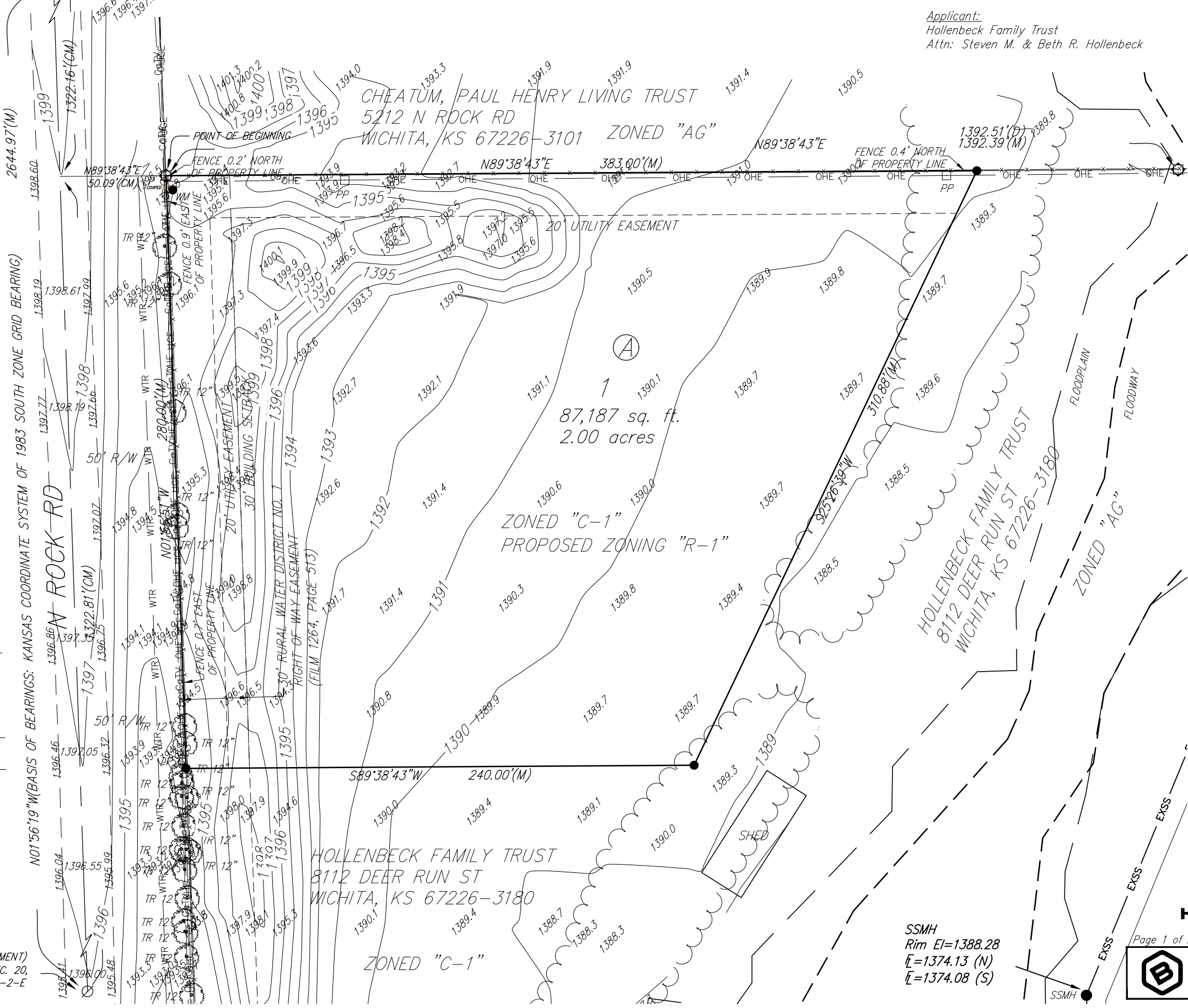
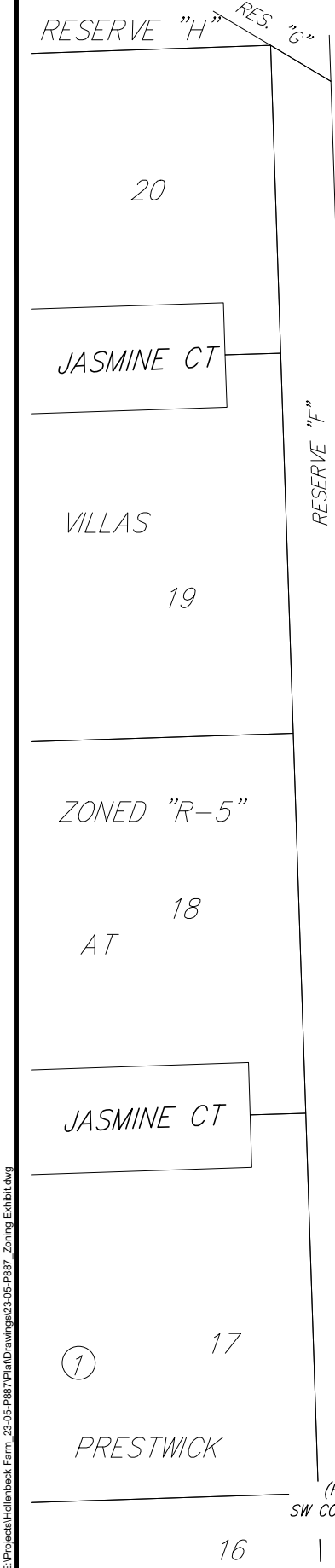
NW COR., SEC. 20,
TWP. 26-S, R-2-E

53RD ST N

Applicant:
Hollenbeck Family Trust
Attn: Steven M. & Beth R. Hollenbeck

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

Modifications by the Zoning Change:
A single-family residence



- COXPED □ = Cox Pedestal
 - LP ○ = Light Pole
 - PP □ = Power Pole
 - SSMH ● = Sanitary Sewer Manhole
 - ⊙ = Tree
 - WM ● = Water Meter
-
- CoTV — UNDERGROUND CABLE LINE
 - OHE — OVERHEAD ELECTRIC LINE
 - UGE — UNDERGROUND ELECTRIC LINE
 - FENCE — FENCE
 - SANITARY SEWER LINE — SANITARY SEWER LINE
 - EXSS — EXCESS
 - TREE ROW DRIP LINE — TREE ROW DRIP LINE
 - WATER LINE — WATER LINE
 - WTR — WTR

SSMH
Rim El=1388.28
E=1374.13 (N)
E=1374.08 (S)

ZONING EXHIBIT HOLLENBECK FARM

BAUGHMAN COMPANY
315 Ellis St. Wichita, KS 67211 316-262-7274
BaughmanCo.com

E:\Projects\Hollenbeck Farm_23-05-P887\Plan\Drawings\23-05-P887_Zoning Exhibit.dwg



City of Bel Aire, Kansas
7651 E. Central Park Ave
Bel Aire, Kansas 67226



ONE-STEP PLAT, REZONING REVIEW

Address of proposed project: Hollenbeck Farms One-step plat with rezoning

This report is to document that on 9.20.23 the Zoning Administrator from the City of Bel Aire evaluated the above property plan for compliance of zoning and building requirements:

- | | |
|--|--|
| <input type="checkbox"/> SETBACKS | <input type="checkbox"/> ELEVATIONS |
| <input type="checkbox"/> EFFECTIVE CODE COMPLIANCE | <input checked="" type="checkbox"/> REQUIRED PLAN SUBMITTALS |
| <input type="checkbox"/> EROSION CONTROL | <input checked="" type="checkbox"/> EASEMENTS |
| <input type="checkbox"/> LANDSCAPE | <input type="checkbox"/> SCREENING |
| <input type="checkbox"/> STORM DRAINAGE | <input checked="" type="checkbox"/> NEIGHBORHOOD IMPACT |
| <input type="checkbox"/> ADA ACCESSIBLE | <input type="checkbox"/> UTILITIES TO BUILDING |

The review of the above property plan has been:

- APPROVED, as noted
- DELAYED, as noted
- DENIED, as noted

DATE 9/20/23

Keith Price
REVIEWED BY

Comments: Staff reviewed the possibility of an access point from Rock Road verses from Deer Run prior to the submittal. The volume of traffic for a single-family dwelling will be minimal therefore the access point was supported as an option by staff. A sketch plan was viewed by the planning commission in March of this year.

- Everygy has been contacted, Onegas has been contacted. Everygy and Onegas had no requests.
- SCFD has been contacted, the access drive should be 20' wide 4" thick. City code requires an all-weather surface and a concrete approach starting at the property line to the street.
- An email was 9/18/23 sent requesting the ownership list submitted be modified to include the entire C-1 district to match the state of the parcel before the metes and bounds lot split was executed outside of the city process for a lot split.
- The planning commission certificate doesn't match the code as written.
- The surveyor's text must contain the date of the survey.

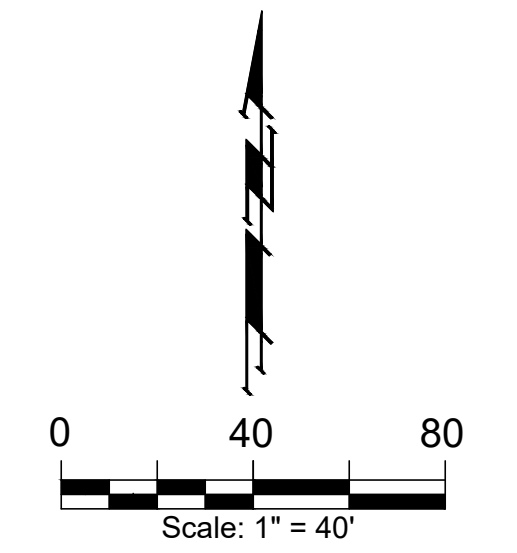
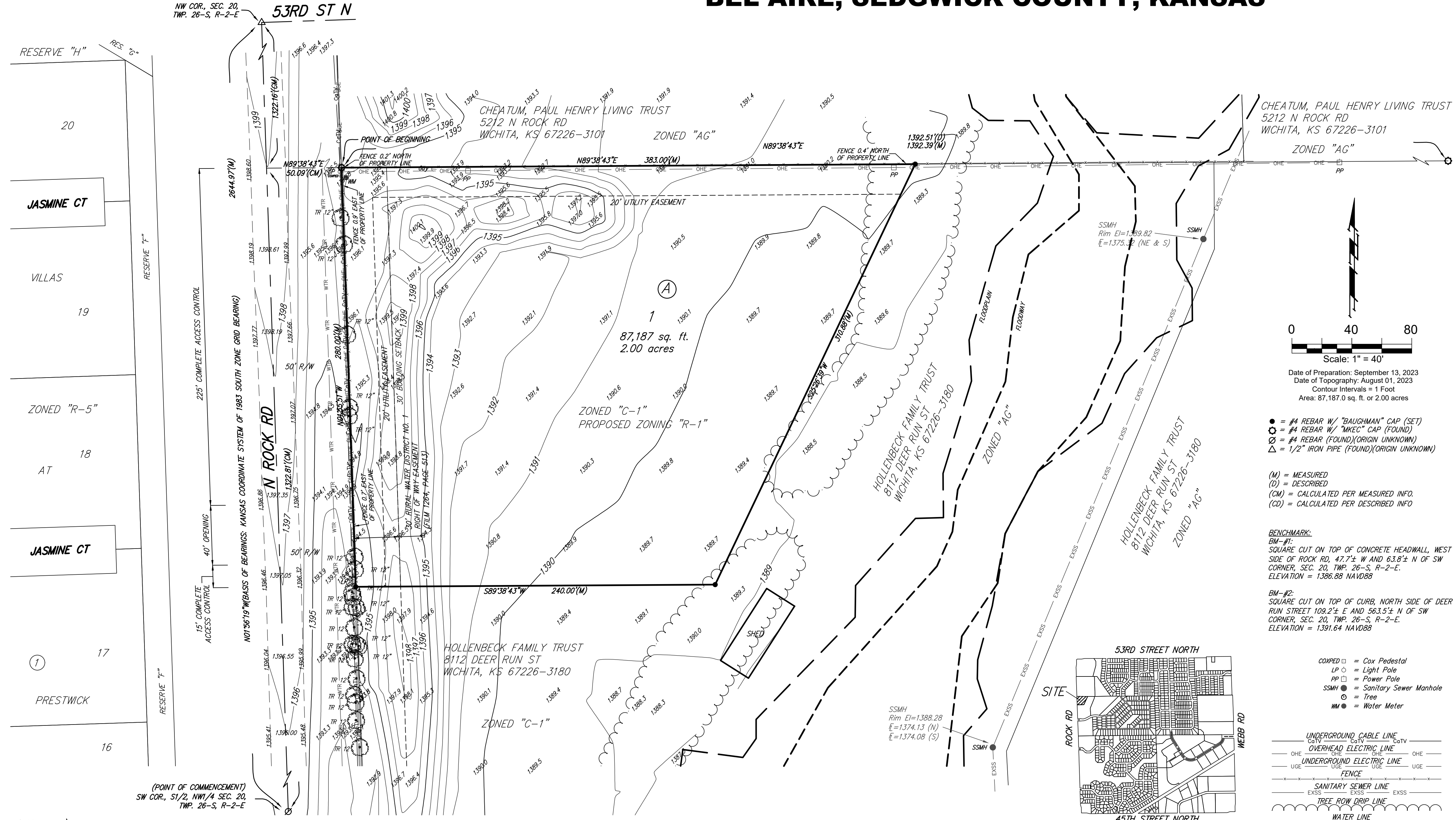
- The land is out of the SFHAs and is considered to be Zone X contained within panel 20173CO238G. Add text-No floodplain areas; FEMA floodplain boundaries are subject to periodic changes.
- Utilities being provided for as to be shown in the easements-do you have a utility plan to provide this information?
- Contact Anne Stephens, City Engineer, for any easement and drainage concerns.
- The city 2018 Master growth plan figure 3.4 mixed use/local commercial is the current zoning, Residential Suburban would be the R-1 residential district requested; Figure 3.5 indicates the intensity level is currently 3 and that the request would be a level 2 for suburban residential density.
- <http://www.belaires.citycode.net/> is the link to find the requirements for platting and zoning.

ONE-STEP FINAL PLAT

HOLLENBECK FARM

BEL AIRE, SEDGWICK COUNTY, KANSAS

State of Kansas) SS This plat of "HOLLENBECK FARM", Bel Aire, Sedgwick County, Kansas has been submitted to and approved by the Bel Aire Planning Commission, Bel Aire, Kansas. Dated this _____ day of _____, 2023. Bel Aire Planning Commission



Date of Preparation: September 13, 2023
Date of Topography: August 01, 2023
Contour Intervals = 1 Foot
Area: 87,187.0 sq. ft. or 2.00 acres

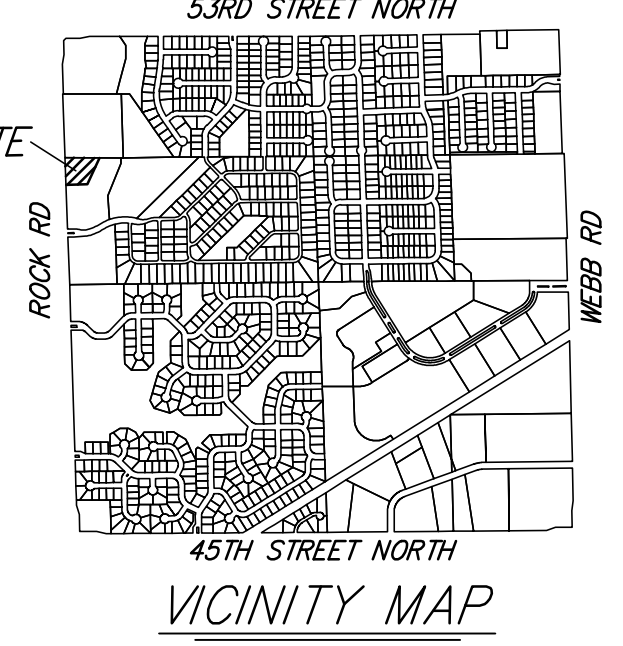
● = #4 REBAR W/ "BAUGHMAN" CAP (SET)
○ = #4 REBAR W/ "MKEC" CAP (FOUND)
⊙ = #4 REBAR (FOUND)(ORIGIN UNKNOWN)
△ = 1/2" IRON PIPE (FOUND)(ORIGIN UNKNOWN)

(M) = MEASURED
(D) = DESCRIBED
(CM) = CALCULATED PER MEASURED INFO.
(CD) = CALCULATED PER DESCRIBED INFO

BENCHMARK:
BM-#1: SQUARE CUT ON TOP OF CONCRETE HEADWALL, WEST SIDE OF ROCK RD, 47.7± W AND 63.8± N OF SW CORNER, SEC. 20, TWP. 26-S, R-2-E. ELEVATION = 1386.88 NAVD88
BM-#2: SQUARE CUT ON TOP OF CURB, NORTH SIDE OF DEER RUN STREET 109.2± E AND 563.5± N OF SW CORNER, SEC. 20, TWP. 26-S, R-2-E. ELEVATION = 1391.64 NAVD88

COPEP □ = Cox Pedestal
LP ○ = Light Pole
PP □ = Power Pole
SSMH ● = Sanitary Sewer Manhole
○ = Tree
WM ● = Water Meter

— UNDERGROUND CABLE LINE —
— OVERHEAD ELECTRIC LINE —
— UNDERGROUND ELECTRIC LINE —
— FENCE —
— SANITARY SEWER LINE —
— TREE ROW DRIP LINE —
— WATER LINE —



State of Kansas) SS We, Baughman Company, P.A., Surveyors in aforesaid county and state do hereby certify that we have surveyed and platted "HOLLENBECK FARM", Bel Aire, Sedgwick County, Kansas and that the accompanying plat is a true and correct exhibit of the property surveyed, described as that part of the South Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the Southwest Corner of said South Half, thence along the West line of said South Half N01°56'19"W, 1322.81 feet; thence along the North line of said South Half N89°38'43"E, 50.09 feet to the Point of Beginning; thence continuing along said North line N89°38'43"E, 383.00 feet; thence S25°26'39"W, 310.88 feet; thence S89°38'43"W, 240.00 feet to a point on the East right-of-way line of Rock Road; thence along the East right-of-way line of Rock Road N01°55'51"W, 280.00 feet to the Point of Beginning.

Know all men by these presents that we, the undersigned, have caused the land in the surveyors certificate to be platted into a Lot and a Block, to be known as "HOLLENBECK FARM", Bel Aire, Sedgwick County, Kansas. The utility easements are hereby granted to the public as indicated for the construction and maintenance of all public utilities. Access controls shall be as depicted on the face of the plat and are hereby granted to the appropriate governing body.

Hollenbeck Family Trust dated September 21, 2022

Steven M. Hollenbeck Trustee

Beth R. Hollenbeck Trustee

State of Kansas) SS The foregoing instrument acknowledged before me, this _____ day of _____, 2023, by Steven M. Hollenbeck and Beth R. Hollenbeck, Trustees of the Hollenbeck Family Trust dated September 21, 2022, on behalf of the trust.

Notary Public

My App't. Exp. _____

We the undersigned holders of a mortgage on the above described property, do hereby consent to this plat of "HOLLENBECK FARM", Bel Aire, Sedgwick County, Kansas.

Cross First Bank

(Title)

State of Kansas) SS The foregoing instrument acknowledged before me, this _____ day of _____, 2023, by _____ of Cross First Bank, on behalf of the bank.

(Title)

Notary Public

My App't. Exp. _____

James Schmidt, Chairman

Keith Price, Secretary

This plat approved and all dedications shown hereon accepted by the City Council of the City of Bel Aire, Kansas, this _____ day of _____, 2023.

Jim Benage, Mayor

Melissa Krehbiel, City Clerk

State of Kansas) SS The title evidence of the land included in this plat has been review by me and this plat is approved pursuant to the provisions of K.S.A. 12-401.

Maria Schrock, City Attorney

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2023.

Tricia L. Robello, P.S. #1246
Deputy County Surveyor
Sedgwick County, Kansas

Entered on transfer record this _____ day of _____, 2023.

Kelly B. Arnold, County Clerk

State of Kansas) SS This is to certify that this plat has been filed for record in the office of the Register of Deeds, this _____ day of _____, 2023 at _____ o'clock _____ M; and is duly recorded.

Tanya Buckingham, Register of Deeds

Kenly Zehring, Deputy

HOLLENBECK FARM

September 13, 2023

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

City of Bel Aire

STAFF REPORT

DATE: 10/05/2023

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

STAFF COMMUNICATION		Section XI, Item E.
FOR MEETING OF	10/12/23	
CITY COUNCIL		
INFORMATION ONLY		

SUMMARY:

ZON-23-04. Proposed re-zoning and platting approximately 2 acres zoned AG, Agriculture district, to R-1 residential district. The current use farm ground.

The rezoning and one-step plat was advertised in the Ark Valley Newspaper and surrounding property owners were contacted as required. The city review to the agent of record is in your packet. The city didn't receive any inquiries prior to this report.

The following criteria shall be the basis for evaluation of the rezoning request in relation to the specific case being considered:

1. The character of the neighborhood;

The subject property is zoned C-1 **The zoning and uses of properties nearby**

Bel Aire surrounds all sides Agriculture north and east; C-1 south and R-6 with a PUD west.

2. The suitability of the subject property for the uses to which it has been restricted;

City staff has compared this request to the approved Master growth Plan the figure 3.4 showing Residential Suburban Density category. Figure 3.5 intensity level is a 2; the request is a level 2 and is acceptable. Staff agrees the use will be less intense than current zoning C-1 is an intensity of level 3. The 2014 Comprehensive plan indicates an R-4 zoning district.

3. The extent to which removal of the restrictions will detrimentally affect nearby property;

City staff no adverse effect is expected.

4. The length of time the subject property has remained vacant as zoned;

Ordinance 506 changed 13.34 acres to a C-1 zoning district in 2012.

5. The relative gain to the public health, safety and welfare by the destruction of petitioner’s property as compared to the hardship imposed upon the individual landowners;

No hardship is expected to be caused by the development.

6. Recommendations of permanent staff;

Yes because 2018 Master Growth plan was approved by City Council. The 2014 Comprehensive plan vision map also indicates that residential use would be a good fit.

7. Conformance of the requested change to the adopted or recognized master plan being utilized by the city.

Yes the 2018 Master Growth plan based on figure 3.5 has a single family residential use shown and the adopted 2014 vision plan within the city comprehensive plan indicates this would be a residential use.

8. The opinions of other property owners may be considered as one element of a decision in regard to the amendment associated with a single property, however, a decision either in support of or against any such rezoning may not be based upon a plebiscite of the neighbors.

A two-Arce tract with a well-built home is a good fit based on the surrounding property uses. The flood plain is east of this tract and divides the abutting tract. A large lot is north with a homestead. South is the remainder of the C-1 commercial parcel.

The review provided to the applicant’s agent should provide an update to the final plat submittal.

19.4.11. Planning commission action on the final plat.

The Planning Commission shall, within 60 days after the first meeting of the Commission following the date that the final plat with all required data is filed with the Zoning Administrator, review and approve the final plat by a majority vote of the members present and voting if:

It is substantially the same as the approved preliminary plat;

There has been compliance with all conditions which may have been attached to the approval of the preliminary plat; and

It complies with all of the provisions contained in these regulations and with all other applicable regulations or laws.

If the Planning Commission fails to approve or disapprove the final plat within the 60 days designated by state law for its consideration, it shall be deemed to have been approved and a certificate shall be issued by the Secretary upon demand, unless the subdivider shall have consented in writing to extend or waive such time limitation. (See K.S.A. 12-752[b].



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



I. Call to Order

II. Roll Call

James Schmidt, John Charleston, Deryk Faber, Paul Matzek, and Dee Roths were present. Edgar Salazar and Phillip Jordan were absent.

Also present were, Planning Commission Secretary and City Engineer, Anne Stephens, City Attorney, Maria Schrock, and Code Enforcement Officer, Garrett Wichman.

III. Pledge of Allegiance to the Flag

Chairman Schmidt led the Pledge of Allegiance.

IV. Consent Agenda

A. Approval of Minutes from Previous Meeting

Motion: Commissioner Dee Roths made a motion to approve the minutes from September 14, 2023. Commissioner John Charleston seconded the motion. *Motion Carried 5-0*

V. Old Business/New Business

- A. ZON-23-03 Rezoning:** Approximately 20 acres zoned AG agricultural, to M-1 manufacturing at ½ mile east of Webb Rd on the north side of 45th Street North. (Wichita Airport Authority)

Chairman Schmidt opened the hearing.

Representing the applicant was Ken Lee with Garver. John Oswald with the Wichita Airport Authority was also in attendance. Everything that has been rezoned in this area has been zoned as manufacturing and industrial use. The City of Wichita/Sedgwick Count master plan documents indicate this to be the intended use and consistent with the area.

No members of the public were present to speak for or against the proposed rezoning.

Chairman Schmidt closed the hearing.

Commissioner Matzek touched base on some of the Golden Factors in which he mentioned that the re-zoning request will fit in with the character of the neighborhood, and will be consistent with the zoning of surrounding properties.

Motion: Commissioner Roths made a motion to adopt the findings of fact of the staff as presented and recommend to the City Council approval to change the zoning district classification of the subject property from AG agricultural to M-1 manufacturing, based on such findings of fact. Commissioner Matzek seconded the motion. *Motion Carried 5-0*

- B. ZON-23-04 (Part 1) Rezoning:** Approximately 2 acres zoned C-1 commercial, to R-1 estate residential at ¼ mile south of 53rd Street North on the east side of Rock Road. (Hollenbeck Farm)

Chairman Schmidt opened the public hearing.

No one representing the applicant was present to discuss approximately 2 acres zoned C-1 commercial, to R-1 estate residential at ¼ mile south of 53rd Street North on the east side of Rock Road (Hollenbeck Farm). There was also no one from the public in attendance to speak.

Chairman Schmidt closed the public hearing.

Chairman Schmidt stated that the proposed re-zoning meets the requirements of the character of the neighborhood as there are several large residential lots surrounding this location. Commissioner Roths stated that the proposal has the support of the City’s professional staff.

Motion: Commissioner Charleston made a motion to adopt the findings of fact of the staff as presented and recommend to the City Council approval to change the zoning district classification of the subject property from C-1 commercial to R-1 estate residential based on such findings of fact. Commissioner Faber seconded the motion. *Motion Carried 5-0*

- C. ZON-23-04 (Part 2) Final Plat:** Proposed platting of approximately 2 acres (Hollenbeck Farm)

Chairman Schmidt opened the hearing.

No one representing the applicant was present for the proposed platting of approximately 2 acres at the Hollenbeck Farm. There was also no one from the public in attendance to speak either for or against the proposed platting.

Chairman Schmidt closed the hearing.

Secretary Anne Stephens mentioned to the Commission that Keith Price our City

Inspector had noticed some concerns on the final plat with wording. The Planning Commission Certificate does not match the code, surveyor’s text does have the date of the survey, and the utility information shows no easements provided.

Motion: Chairman Schmidt made a motion to table the final plat of Hollenbeck Farm until corrections are made. Commissioner Charleston seconded the motion. *Motion Carried 5-0*

D. Election of Planning Commission Chair, October 2023 to October 2024

Motion: Commissioner Roths made a motion to appoint James Schmidt as Chair of Planning Commission, term ending December 2024. Commissioner Charleston seconded. *Motion Carried 5-0*

E. Election of Planning Commission Vice-Chair, October 2023 to October 2024

Motion: Commissioner Matzek made a motion to appoint Phillip Jordan as Vice-Chair of the Planning Commission, term ending December 2024. Commissioner Faber seconded the motion. *Motion Carried 5-0*

F. Approval of the 2024 Meeting Dates and Time

Motion: Commissioner Faber made a motion to approve the Meeting Dates and Time for 2024. Commissioner Matzek seconded the motion. *Motion Carried 5-0*

VI. Next Meeting: Thursday, November 9 at 6:30 PM

The Commission discussed if Thursday, November 9 at 6:30 PM would work with their schedules and the Commission agreed upon Thursday, November 9 at 6:30 PM.

Motion: Chairman Schmidt made a motion to accept the next meeting date of Thursday, November 9 at 6:30 PM. Commissioner Faber seconded the motion. *Motion Carried 5-0*

VII. Current Events

Secretary Anne Stephens discussed the current events for the upcoming Planning Commission items. The Planning Commission will hold a new training/workshop on November 9, 2023 at 5:30 PM for KOMA/KORA, Golden Factors & Site Plan Review Guidelines.

The Commission had brief discussion on the date listed of November 9, 2023 at 5:30 PM and decided to change the date to Wednesday, November 8, 2023 at 6:30 PM.

There will be a public hearing for the zoning map update in December.

The Fall Festival will be held at the City of Bel Aire Recreational Center on October 21, 2023.

Commissioner Roths asked Chairman Schmidt if she could add something for current events. Chairman Schmidt allowed for comment. Commissioner Roths mentioned that there are KDOT

Local Consult Meetings held every other year to invite all citizens from surrounding towns to speak to KDOT about their concerns. She requested Commissioners to show up and support KDOT action for the safety of 254 Highway. This meeting will be held on the morning of Wednesday, October 18, 2023 from 9:00 AM-12:00 PM at the Eugene M. Hughes Metropolitan Complex.

VIII. (RE-OPENED) ZON-23-04 (Part 2) Final Plat: Proposed plating of approximately 2 acres (Hollenbeck Farm).

During current events portion of the meeting, Phil Meyer with Baughman Company, representing the applicant arrived to the Planning Commission Meeting at approximately 7:00 PM. Phil did apologize that he was not here in attendance earlier due to scheduling errors on his end.

After consulting with the Commissioners, Chairman Schmidt allowed Phil Meyer with Baughman Company go ahead and speak since no one from the public was present to speak at the earlier hearing.

Chairman Schmidt re-opened the public hearing.

Representing the applicant was Phil Meyer with Baughman Company. Phil stated that this is intended for single residence with a single access point. The water supply will be coming from Rock Road and the berms will remain in place.

Chairman Schmidt asked if the row of trees on the berm next to the pond will be removed and Phil Meyer stated that the trees will stay in place.

Phil stated that anything missing from the plat will be shown on the Mylar.

Chairman Schmidt closed the public hearing.

Motion: Chairman Schmidt made a motion to rescind his motion on the facts that Phil Myer with Baughman Company was late due to scheduling issues. Commissioner Faber seconded the motion. *Motion Carried 5-0*

Motion: Chairman Schmidt made a motion to accept the final plat of Hollenbeck Farm with the condition that corrections are made to the Planning Commission Certificate, surveyor’s text to have the date of the survey, and the utility information to show easements provided, corrections to be approved by staff, Anne Stephens, by November 8, 2023. Commissioner Charleston seconded the motion. *Motion Carried 5-0*

IV. ADJOURNMENT

Motion: Commissioner Matzek made a motion to adjourn. Commissioner Roths seconded the motion. *Motion Carried 5-0*

STAFF REPORT

DATE: November 15, 2023
TO: Ty Lasher, City Manager & Bel Aire Governing Body
FROM: Brian Hayes, Recreation Director
RE: October Activities

Recreation

- 334 participants on 30 fall outdoor sports teams completed another fun season on October 21st or 28th.
- Pickleball participation was steady with 248 compared to 254 participants last month.
- Taekwondo participation was steady with 14 students compared to 13 in September.
- Exercise classes were steady with 25 participants.
- Drop-in use was steady with 491 compared to 497 in September.
- Upcoming Rec programs include Little Dribblers, Youth Basketball leagues & Holiday events.

Seniors

- A \$2,949.21 ARPA funding grant was awarded to the Senior Department from Sedgwick County. This is the 3rd supplemental Seniors grant this year in addition to the annual funding grant. The grant will be used for audio visual upgrades and some new furnishings at the Senior and Recreation Centers.
- 848 seniors participated in Medicare Counseling, Tai Chi, cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 855 last month.
- Special programs included outings to Meadowlark Farms, Art Glass Studio & the Senior Expo. Several craft activities were held, and 7 educational sessions were offered. All but one of the required components for county funding have already been completed for the year.
- Upcoming Senior activities include a fall prevention presentation, another outing, as well as the many ongoing baseline programs, presentations, and communications.

Fall Festival

- The Fall Festival was full of fun for all! Including a car show, vendor fair, live music, food, kids activities, medallion hunt & fall contests. We had 35 cars in this year's car show and 65 vendors sold a variety of goods and services to our community. There was an estimated attendance of around 2,500 attendees. As this event continues to grow we would hope for more events and activities to take place throughout the day in the future.





MANAGERS REPORT

DATE: November 16, 2023
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: November 21, 2023 Agenda

Consent Agenda

The consent agenda contains the November 7, 2023, Regular City Council Minutes.

Appropriations Ordinance

This reporting period included one payroll period. Annual principal and interest payments for twelve G.O Bonds totaled \$2.659 million. Final payment was made to Insituform for CIPP sewer lines project.

City Requested Appearances:

Garve will be at the meeting to update Council on Woodlawn progress. There are some limitations due to the road conditions but other work has been done.

Request from Vance Brothers, Micro-Surfacing (Item A)

Vance Brothers will be at the Council meeting to discuss the micro-surfacing project and request approval to finish the project in the spring. The original contract specified a substantial completion date of June 30, 2023 with a final completion of July 14, 2023. The City requested, due to Woodlawn only being one way and the need for alternate routes, that the micro-surfacing project be delayed. Union Pacific then closed the railroad tracks to through traffic for about 3 months. Vance Brothers accommodated our requests for delay and held off until October of this year. The scrub seal was to be installed the third week of October which did not occur due to weather. Since we are now in November and with temperatures declining, Vance Brothers is requesting to complete the project in the Spring of 2023. Their concern is when the weather drops below a certain temperature, asphalt work cannot be done. If Vance Brothers' request is granted, at a minimum, staff recommends that temporary striping needs to be installed on Oliver for

safety during the winter months. Representatives from Vance Brothers will be at the meeting to answer any questions.

2023 Budget Amendment (Item B)

Once a budget has been adopted, expenses cannot increase above the published amounts. If expenses exceed that adopted amount, a budget amendment must be approved. This process requires a public hearing and governing body approval. Due to the items outlined in Ted’s report, expenses in the water, sewer and general funds will exceed the published amount. All of these expenses were discussed and approved by the Council. Each fund has received revenues in excess of budgeted amounts and have substantial reserves. There are no financial concerns but simply needed to meet state requirements.

Zoning Ordinance, ZON-23-03 (Item C)

At their October 12th meeting, the Planning Commission held a public hearing on an application to rezone approximately 20 acres zoned AG-agricultural, to M-1 manufacturing (ZON-23-03). The property in question is located a ½ mile east of Webb Rd on the north side of 45th Street North. At the public hearing, the Commission heard from representatives of the applicant, the Wichita Airport Authority. No members of the public were present to speak for or against the proposed rezoning. Following the public hearing, Commissioners discussed some of the Golden Factors in relation to the application. Property surround this site is all zoned for manufacturing and industrial use. The City of Wichita/Sedgwick County master plan documents indicates the intended use is consistent with the area and plan. Commissioners noted that the requested zoning will fit with the character of the neighborhood and will be consistent with the zoning of surrounding properties. Following discussion, the Planning Commission voted unanimously (5-0) to recommend that City Council approve the change in zoning district classification of the subject property from AG agricultural to M-1 manufacturing, based on findings of fact in the staff report. The Ordinance to change the zoning now comes before Council.

Zoning Ordinance, ZON-23-04 (Item D)

At their October meeting, the Planning Commission heard a request to rezone approximately 2 acres zoned C-1 commercial, to R-1 estate residential. The property is located a ¼ mile south of 53rd Street North on the east side of Rock Road and is commonly known as Hollenbeck Farm. At the same meeting, the Planning Commission held a public hearing regarding the application. There was no one from the public in attendance to speak.

Following the public hearing the Commission discussed the application in relation to the Golden Factors. Commissioners stated that the proposed rezoning meets the requirements of the character of the neighborhood as there are several large residential lots surrounding this location. Following discussion, the Council voted unanimously (5-0) to adopt the findings of fact as presented by staff and recommend to the City Council approval of the change of zoning district classification of the subject property from C-1 commercial to R-1 estate residential. The Ordinance to change the zoning now comes before Council.

Final Plat, Hollenbeck Farm (ZON-23-04) (Item E)

Also at the October meeting, the Planning Commission considered the request of the property owners of Hollenbeck Farm to approve a final plat. The Commission held a public hearing. Due to some scheduling issues, the representative for the applicant had not arrived when the item was first taken up by the Commission. Therefore, the Commission voted to table the item. However, during the current events portion of the agenda, the representative arrived at approximately 7:00 p.m. The Chairman re-opened the public hearing once the representative arrived. Other than the representative for the applicant, no one requested to speak during the public hearing. Following the public hearing, the Commission voted unanimously (5-0) to accept the final plat on the condition that certain corrections be made to the final plat and be submitted to and approved by the City Engineer by November 8, 2023. Those corrections have been approved by the City Engineer. Now the final plat comes before the City Council to consider accepting the dedication of land for public uses such as streets and easements.

Executive Session

JT Klaus has requested an executive session.