



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
April 19, 2022 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Justin Smith ____ John Welch ____ Diane Wynn ____

III. OPENING PRAYER: Dr. Robert Lindsted

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. PROCLAMATION

A. Arbor Day - April 30, 2022

B. LifeSmarts Team, Sunrise Christian Academy

VI. DETERMINE AGENDA ADDITIONS

VII. CONSENT AGENDA

A. Minutes of the April 5, 2022 City Council meeting.

B. Acceptance of Petitions for Paving Sanitary Sewer, and Water Distribution System Improvements (Bristol Hollow Phase 2)

C. Approval of Resolutions Authorizing Paving, Sanitary Sewer, and Water Distribution System Improvements (Bristol Hollow Phase 2)

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

Motion _____ Second _____ Vote _____

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 22-07 in the amount of \$284,847.79.

Action: Motion to (accept / deny / table) Appropriations Ordinance 22-07.

Motion _____ Second _____ Vote _____

IX. CITY REQUESTED APPEARANCES

A. Woodlawn Construction Update - Dakota Zimmerman and Eric Strecker, Garver

X. CITIZEN CONCERNS: *Persons who wish to speak should 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..*

XI. REPORTS

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

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration Of An Ordinance Approving The Annexation And Incorporation Of Portion Of North Woodlawn Blvd Into The Boundaries Of The City Of Bel Aire, Kansas.

Action: Motion To (Approve / Deny / Table) An Ordinance Annexing And Incorporating A Portion Of North Woodlawn Blvd Into The Boundaries Of The City Of Bel Aire, Kansas, and authorize the Mayor to sign.

Motion _____ Second _____

Jim Benage _____ Greg Davied _____ Justin Smith _____

Diane Wynn _____ John Welch _____

B. Consideration of an Ordinance changing the zoning classification from AG Agricultural to C-1 and C-2 Commercial with a PUD Overlay on certain property located within the corporate city limits of the City of Bel Aire, Kansas (Skyview at Block 49 3rd).

Action: Motion to (accept / deny / table) an Ordinance changing the zoning classification from AG Agricultural to C-1 and C-2 Commercial with a PUD Overlay on certain property located within the corporate city limits of the City of Bel Aire, Kansas (Skyview at Block 49 3rd) and authorize the Mayor to sign.

Motion _____ Second _____

Jim Benage _____ Greg Davied _____ Justin Smith _____

Diane Wynn _____ John Welch _____

C. Consideration of an Agreement for Professional Services with Garver for Bristol Hollow, Phase 2 in the amount of \$208,200.

Action: Motion to (approve / deny / table) an Agreement for Professional Services with Garver for Bristol Hollow, Phase 2 in the amount of \$208,200 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. 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 Rock Spring 5th. (SD-21-03 Cedar Pass).

Action: Motion to (accept / deny / table) the dedications within the Final Plat for Rock Spring 5th and authorize all required signatures.

Motion _____ Second _____

Jim Benage _____ Greg Davied _____

Justin Smith _____ Diane Wynn _____ John Welch _____

E. Consideration of An Agreement with Skyview at Block 49, LLC Concerning The Development Of Skyview At Block 49 2nd Addition, Bel Aire, Sedgwick County, Kansas.

Action: Motion to (approve/ deny / table) An Agreement Concerning The Development Of Skyview At Block 49 2nd Addition, Bel Aire, Sedgwick County, Kansas, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

F. Consideration of accepting a bid for the replacement of a rotary mower. Three quotes were received:

Schmidt & Sons \$17,400

PrairieLand Partners LLC \$20,000

Ravenscraft Implement Inc. \$21,300

Action: Motion to (accept / deny / table) the bid from _____ in the amount of \$_____ for a replacement rotary mower, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

G. Consideration of accepting a bid for a mastic street sealing machine. Two bids were received:

Crafco \$66,992.80

McConnell and Associates \$75,740.00

Action: Motion to (accept / deny / table) the bid from _____ in the amount of \$_____ for a mastic street sealing machine, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

H. Consideration of accepting a bid to install streetlights in Central Park.

Action: Motion to (accept / deny / table) the quote from Atlas Electric in the amount of \$23,400.00 to install three street lights in Central Park and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XIII. EXECUTIVE SESSION

Action: Motion to go into executive session for the sole purpose of discussing the subject of Attorney-Client Consultation regarding contractual obligations, pursuant to the KSA 75-4319 exception for: attorney-client privilege. Invite the City Manager, City Attorney and Jennifer Hill. The meeting will be for a period of (__) minutes, and the open meeting will resume in City Council Chambers at (_____) PM.

Motion _____ Second _____ Vote _____

XIV. DISCUSSION AND FUTURE ISSUES

XV. ADJOURNMENT

Action: Motion to adjourn

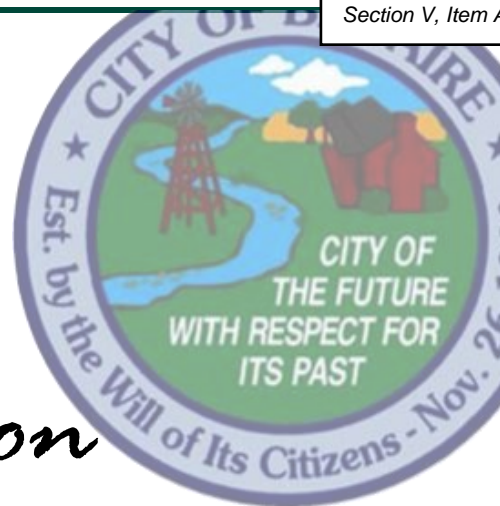
Motion _____ Second _____ Vote _____

Additional Attachments:

- A. Finance Report for the 3 Months Ending March 31, 2022**
- B. Treasurer Reports- 4th Quarter 2021 Amended and 1st Quarter 2022**
- C. Rec Activities March 2022**
- D. P&Z report March 2022**
- E. Planning Commission Report- December 2021**
- F. Manager's Report - April 19, 2022**

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. Cox Cable Channel 7 rebroadcasts of this meeting are scheduled daily or can be streamed on YouTube and at . Please make sure cell phones and electronics are turned off and put away.



Proclamation

ARBOR DAY 2022

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special date be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, 2022 is the 150th anniversary of the holiday and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

THEREFORE, I Jim Benage, Mayor, do hereby proclaim April 30th as the 150th anniversary celebration of **Arbor Day** in the City of Bel Aire and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 19th day of April, 2022.

Jim Benage, Mayor





BEL AIRE, KS
ARBOR DAY 2022
OBSERVANCE

SATURDAY APRIL 30, 2022
10:00 AM

CENTRAL PARK
WEST OF THE POOL

A Lacebark Elm will be planted in Central Park in recognition of Arbor Day. The Bel Aire Lions Club has donated funds to purchase this Lacebark Elm. Please join us to celebrate Arbor Day. Members of the Bel Aire Tree Board and the City's Arborist 'Shannon DeWeese' will be in attendance.



Proclamation

SUNRISE LIFESMARTS TEAM

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, The Governing Body has the opportunity to pause from its legislative duties to recognize those who have brought a positive image to this community; and

WHEREAS, Sunrise Christian Academy was founded in Bel Aire by Dr. Robert Linsdsted in 1983 and has grown to over 540 students; and

WHEREAS, LifeSmarts is a premier student organization that provides real-world education for pupils who learn about core consumer topics and develop critical thinking skills. Participants focus on five key topic areas: consumer rights and responsibilities, the environment, health and safety, personal finance, and technology.

WHEREAS, the Sunrise Christian Academy LifeSmarts Team won 1st place for the State of Kansas; and

WHEREAS, The Sunrise LifeSmarts Team will be representing the State of Kansas at Nationals in Washington, D.C. on April 21—24;

THEREFORE, I Jim Benage, Mayor do hereby congratulate the Sunrise LifeSmarts Team for winning state and wish them the best of luck representing Bel Aire and the State of Kansas at Nationals.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 19th day of April, 2022.

Jim Benage, Mayor





MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
April 05, 2022 7:00 PM



I. CALL TO ORDER: Council President Justin Smith called the meeting to order at 7:00 p.m.

II. ROLL CALL

Present were Greg Davied, Justin Smith, and John Welch. Mayor Jim Benage joined the meeting by video conference. Diane Wynn was absent.

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, City Engineer Anne Stephens, City Clerk Melissa Krehbiel, and Bond Counsel Kevin Cowan of Gilmore & Bell, P.C.

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

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Council President Smith led the pledge of allegiance.

V. PROCLAMATION:

A. Luke Barnwell -Sunrise Christian Academy Men's Basketball Coach of the Year

B. Gradey Dick – Sunrise Christian Academy Men's Basketball Player of the Year

Luke Barnwell and Gradey Dick were recognized for their accomplishments. Council President Justin Smith read and signed the proclamations and presented a medal to Mr. Barnwell.

VI. DETERMINE AGENDA ADDITIONS: There were none.

VII. CONSENT AGENDA

A. Minutes of the March 15, 2022 City Council meeting.

MOTION: Councilmember Welch to approve the Consent Agenda as listed and authorize the Council President to sign. Councilmember Davied seconded the motion.
Motion carried 3-0.

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

- A. Consideration of approving Appropriations Ordinance 22-06 in the amount of \$1,326,479.85.**

MOTION: Councilmember Davied moved to approve Appropriations Ordinance 22-06. Councilmember Welch seconded. *Motion carried 3-0.*

IX. CITY REQUESTED APPEARANCES: None

X. PUBLIC HEARING

- A. IRB for Homestead Senior Residences, LLC** - The purpose of the public hearing is to give property owners and other interested parties the opportunity to speak on the proposed Industrial Revenue Bond and associated exemption from ad valorem taxation of property constructed or purchased with the proceeds from the IRB for Homestead Senior Residences, LLC (Homestead Senior Landing).

Council President Smith opened the public hearing. No one spoke.

MOTION: Councilmember Welch moved to close the public hearing. Councilmember Davied seconded the motion. *Motion carried 3-0.*

XI. CITIZEN CONCERNS: No one spoke.

XII. REPORTS

A. Council Member Reports

Councilmember Smith gave a brief report on the March 24th meeting of the Chisholm Creek Utility Authority (CCUA).

B. Mayor's Report-

- Mayor Benage reported that the City recently received the Tree City USA award for 2021. Thanks to Gary Northwall and the Tree Board for their work
- There are currently two openings on the Tree Board for volunteers. Applications are available on the City's website.
- Mayor Benage recently spoke with the City's auditor, Tara Laughlin of AGH.
- He attended the most recent CCUA meeting.
- On April 1st he attended the K-254 Corridor Development Association meeting. Mayor Benage gave a brief report of the meeting and recent progress on the K-254 Corridor Management Plan.
- Regarding the open City Council seat created by the resignation of Dr. Joel Schroeder, Mayor Benage reported that applications will be accepted through April 15th.
- A blood donation event will be held on Friday, April 8th at Sunrise Christian Academy. Citizens can sign up at www.redcrossblood.org, or call 1-800-Red-Cross.
- The League of Kansas Municipalities (LKM) will host the Governing Body Institute on April 29-30 in Manhattan.

- Mayor Benage read a letter from Councilmember Diane Wynn announcing her resignation effective May 1, 2022.

C. City Attorney Report

City Attorney Kelly briefly reported on current Legislative issues.

D. City Manager Report

City Manager Lasher reported on upcoming events:

- Saturday April 9th is Spring Fest at the Rec Center from 1-3 pm.
- Sunrise Christian Academy student volunteers will pick up trash on 53rd street on Friday, April 8th. Other volunteers are always welcome.
- April 30th is E-Recycle and Shred Day at City Hall.
- Also on April 30th, an Arbor Day celebration will be held in Central Park.

XIII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Authorizing The Sale And Conveyance Of Certain Property To Sunflower Property Partners LLC.

MOTION: Council President Smith moved to approve A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Authorizing The Sale And Conveyance Of Certain Property To Sunflower Property Partners, LLC, and authorize the Council President to sign. Councilmember Welch seconded the motion. *Motion carried 3-0.*

B. Consideration of A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Determining The Advisability Of Issuing Taxable Industrial Revenue Bonds For The Purpose Of Financing The Acquisition, Construction And Equipping Of A Commercial Facility To Be Located In The City; And Authorizing Execution Of Related Documents.

MOTION: Councilmember Davied moved to approve A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Determining The Advisability Of Issuing Taxable Industrial Revenue Bonds For The Purpose Of Financing The Acquisition, Construction And Equipping Of A Commercial Facility To Be Located In The City; And Authorizing Execution Of Related Documents and authorize the Council President to sign. Councilmember Welch seconded the motion. *Motion carried 3-0.*

C. Consideration of purchasing a Compact Excavator for Public Works. The following quotes were received:

Bobcat	\$59,924.12
John Deere	\$61,815.46
Komatsu	\$74,000.00

MOTION: Councilmember Welch moved to accept the quote from Bobcat at a cost of \$59,924.12 for a new compact excavator and authorize the Council President to sign. Councilmember Davied seconded the motion. *Motion carried 3-0.*

D. Consideration of accepting a bid to install streetlights in Central Park.

MOTION: Councilmember Welch moved to table the quote from Atlas Electric until the next meeting. Councilmember Davied seconded the motion. *Motion carried 3-0.*

E. Consideration of An Ordinance Providing For The Erection Of Stop Signs At A Certain Intersection (Rock Road and 53rd Street North).

MOTION: Councilmember Welch moved to approve An Ordinance Providing For The Erection Of Stop Signs At A Certain Intersection; Specifying Particular Intersection (Rock Rd and 53rd Street North); And Providing For Penalties For The Violation Thereof, All Within The City Of Bel Aire, Sedgwick County, Kansas, and authorize the Council President to sign. Council President Smith seconded the motion.

Roll Call Vote:
Greg Davied– Aye Justin Smith– Aye Diane Wynn – [absent] John Welch- Aye
Motion carried 3-0.

F. Consideration of the Change Order Request from Pearson Construction for additional quantities of reinforcing steel and temporary pavement marking in the amount of \$39,281.90.

Ken Lee, Garver, stood for questions from Council.

MOTION: Councilmember Welch moved to approve the Change Order Request from Pearson Construction in the amount of \$39,281.90 for Woodlawn, 37th St N to 45th St N, and authorize the Council President to sign all related documents. Councilmember Davied seconded the motion. *Motion carried 3-0.*

G. 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 Chapel Landing 5th.

MOTION: Councilmember Davied moved to accept the dedications within the Final Plat for Chapel Landing 5th and authorize all required signatures. Councilmember Welch seconded the motion.

Roll Call Vote:
Jim Benage – Aye Greg Davied– Aye
Justin Smith– Aye Diane Wynn – [absent] John Welch- Aye
Motion carried 4-0.

H. Consideration of An Agreement with Homestead Senior Residences Bel Aire, L.L.C., Concerning The Development Of Homestead Senior Landing, Bel Aire, Sedgwick County, Kansas

MOTION: Councilmember Davied moved to approve An Agreement Concerning The Development Of Homestead Senior Landing, Bel Aire, Sedgwick County, Kansas, and authorize the Council President to sign. Council President Smith seconded the motion. *Motion carried 3-0.*

I. Consideration of approving a Planned Unit Development (PUD) Agreement for the development of Lycee

MOTION: Councilmember Welch moved to approve the Planned Unit Development Agreement for the development of Lycee, Bel Aire, Sedgwick County, Kansas and authorize the Council President to sign. Councilmember Davied seconded the motion.

Roll Call Vote:

Jim Benage – Aye Greg Davied– Aye
Justin Smith– Aye Diane Wynn – [absent] John Welch- Aye
Motion carried 4-0.

J. Consideration of An Agreement with Gregory Hiser Concerning The Development Of Lycee, Bel Aire, Sedgwick County, Kansas.

MOTION: Councilmember Davied moved to approve An Agreement Concerning The Development Of Lycee, Bel Aire, Sedgwick County, Kansas, and authorize the Council President to sign. Councilmember Welch seconded the motion. *Motion carried 3-0.*

K. Consideration of confirming Mayor Benage’s Appointment of Councilmember Justin Smith to the Bel Aire Public Building Commission. Justin will complete the term of Joel Schroeder who resigned as Councilmember.

MOTION: Councilmember Welch moved to confirm Mayor Benage’s appointment of Councilmember Justin Smith to the Bel Aire Public Building Commission. Councilmember Davied seconded the motion. *Motion carried 3-0.*

L. Consideration of confirming Mayor Benage’s Re-Appointment of Gary Northwall to the Bel Aire Tree Board. The term is two years.

MOTION: Councilmember Davied moved to confirm Mayor Benage’s re-appointment of Gary Northwall to the Bel Aire Tree Board. Council President Smith seconded the motion. *Motion carried 3-0.*

XIV. EXECUTIVE SESSION: There was no need for an executive session.

XV. DISCUSSION AND FUTURE ISSUES

A. April 12 Workshop at 6:30 pm?

The Council briefly discussed the agenda for the City Council workshop, which will be held on April 12, 2022 at 6:30 p.m.

XVI. ADJOURNMENT

MOTION: Councilmember Welch moved to adjourn. Councilmember Davied seconded the motion. *Motion carried 3-0.*

PHASE 2 PAVING PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Bristol Hollow

Lots 1-19, Block A

Lots 1-21, Block B

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on **BRISTOL STREET** from the east line of Lot 21, Block B to the south line of 53rd Street North; **BRISTOL COURT** from the east line of Bristol Street to and including cul-de-sac.

That said pavement on Bristol Street and Bristol Court between aforesaid limits be constructed for a width of twenty-six (26) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-one (31) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5' sidewalk shall be installed on the easterly side of Bristol Street adjacent to the new pavement.

- (b) That the estimated and probable cost of the foregoing improvement being Six Hundred Sixteen Thousand Dollars (\$616,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after February 1, 2022.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the

improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Bristol Hollow

Lots 1-19, Block A

Lots 1-21, Block B

The above listed lots shall each pay 1/40 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment

under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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Bristol Hollow

Lots 1-19, Block A
Lots 1-21, Block B

By:  3/29/2022
Philip J. Ruffo, Managing Member
3F2R Holdings, LLC

PHASE 2 WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Bristol Hollows

Lots 1-19, Block A

Lots 1-21, Block B

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being One Hundred Seventy-Three Thousand Dollars (\$173,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after February 1, 2022.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said

improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Bristol Hollow

Lots 1-19, Block A

Lots 1-21, Block B

The above listed lots shall each pay 1/40 of the total cost of improvements.

In the event all or part of the lots or parcels in the improvement district are replated before assessments have been levied, the assessments against the replated area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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Bristol Hollow

Lots 1-19, Block A

Lots 1-21, Block B

By:  3/29/2022
Philip J. Ruffo, Managing Member
3F2R Holdings, LLC

PHASE 2 SANITARY SEWER PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Bristol Hollow
Lots 1-21, Block B

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being One Hundred Ninety-Five Thousand Dollars (\$195,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2022.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Bristol Hollow
Lots 1-21, Block B

The above lots shall each pay 1/21 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Bel Aire.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

Bristol Hollow
Lots1-21, Block B

By:  3/29/2022
Philip J. Ruffe, Managing Member
3F2R Holdings, LLC

Gilmore & Bell, P.C.
04/13/2022

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BELAIRE, KANSAS
HELD ON APRIL 19, 2022

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BELAIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDING (PAVING IMPROVEMENTS/BRISTOL HOLLOWS ADDITION - PHASE 2).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-22-_____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
04/13/2022

(Published in *The Ark Valley News*, on April __, 2022)

RESOLUTION NO. R-22-_____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDING (PAVING IMPROVEMENTS/BRISTOL HOLLOWS ADDITION - PHASE 2).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

(a) That there be constructed pavement on **BRISTOL STREET** from the east line of Lot 21, Block B to the south line of 53rd Street North; **BRISTOL COURT** from the east line of Bristol Street to and including cul-de-sac.

That said pavement on Bristol Street and Bristol Court between aforesaid limits be constructed for a width of twenty-six (26) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-one (31) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5' sidewalk shall be installed on the easterly side of Bristol Street adjacent to the new pavement.

(b) The estimated or probable cost of the Improvements is: \$616,000, exclusive of interest on financing and administrative and financing costs; said estimated costs to be increased at the pro rata rate of 1 percent per month from and after February 1, 2022.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

601000.20187\PA PAVING BRISTOL HOLLOWS ADD PH 2

Lots 1 through 19, Block A; and Lots 1 through 21, Block B, Bristol Hollows Addition, to the City of Bel Aire, Sedgwick County, Kansas.

(d) The method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis: Lots 1 through 19, Block A; and Lots 1 through 21, Block B, Bristol Hollows Addition, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/ 40 of the total cost of the Improvements. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

When driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other Improvements.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If these Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building these Improvements under the authority of this resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of this resolution. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on April 19, 2022.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on April 19, 2022 as the same appears of record in my office.

DATED: April 19, 2022.

Clerk

Gilmore & Bell, P.C.
04/13/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON APRIL 19, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/BRISTOL HOLLOWES ADDITION - PHASE 2).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-22-___ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
04/13/2022

(Published in the *Ark Valley News*, on April __, 2022)

RESOLUTION NO. R-22-____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/BRISTOL HOLLOWES ADDITION - PHASE 2).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Bel Aire, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

- (a) It is advisable to make the following improvements (the “Improvements”):

That there be constructed a lateral sanitary sewer to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

- (b) The estimated or probable cost of the Improvements is: \$195,000, exclusive of interest on financing and administrative and financing costs; said estimated costs to be increased at the pro rata rate of 1 percent per month from and after February 1, 2022.

- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 1 through 21, Block B, Bristol Hollows Addition, to the City of Bel Aire, Sedgwick County, Kansas.

(d) The method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis: Lots 1 through 21, Block B, Bristol Hollows Addition, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/21 of the total cost of the Improvements. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Bel Aire.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If these Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building these Improvements under the authority of this resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of this resolution. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on April 19, 2022.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on April 19, 2022 as the same appears of record in my office.

DATED: April 19, 2022.

Clerk

Gilmore & Bell, P.C.
04/13/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON APRIL 19, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS/BRISTOL HOLLOWS ADDITION – PHASE 2).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-22-_____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
04/13/2022

(Published in the *Ark Valley News* on April __, 2022)

RESOLUTION NO. R-22- _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS/BRISTOL HOLLOWES ADDITION – PHASE 2).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Bel Aire, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: \$173,000, exclusive of interest on financing and administrative and financing costs; said estimated costs to be increased at the pro rata rate of 1 percent per month from and after February 1, 2022.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 1 through 19, Block A; and Lots 1 through 21, Block B, Bristol Hollows Addition, to the City of Bel Aire, Sedgwick County, Kansas.

(d) The method of assessment of all costs of the Improvement or which the Improvement

District shall be liable shall be on a fractional basis: Lots 1 through 19, Block A; and Lots 1 through 21, Block B, Bristol Hollows Addition, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/ 40 of the total cost of the Improvements. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If these Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building these Improvements under the authority of this resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of this resolution. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on April 19, 2022.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on April 19, 2022, as the same appears of record in my office.

DATED: April 19, 2022.

By: _____
Clerk

CLAIMS REPORT

Vendor Checks: 3/30/2022- 4/12/2022

Section VIII, Item A.

Payroll Checks: 3/30/2022- 4/12/2022

AP ORD 22-07

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
GENERAL					
ATTENTION TO DETAILS, LLC	TREE REMOVAL: HEDGEROW-49TH ST&2 TREES		7,000.00	67701	4/05/22
ATLAS ELECTRIC LLC	CH:INSTALL UPSTAIRS RESTROOM HEATERS		1,640.00	67702	4/05/22
BRADY INDUSTRIES OF KS	CH:JANITORIAL SUPPLIES		266.44	67703	4/05/22
CHENEY DOOR COMPANY, INC	PW:FRONT SHOP DOOR REPAIR		226.71	67704	4/05/22
CINTAS CORPORATION	PW MAINT SHOP TOWELS-MARCH	41.93		1280055	4/11/22
CINTAS CORPORATION	PD MAT RENTAL	98.29		1280056	4/11/22
CINTAS CORPORATION	PW:MAINT SHOP TOWELS -APRIL	41.93		1280057	4/11/22
CINTAS CORPORATION	PD MAT RENTAL	98.29		1280058	4/11/22
CINTAS CORPORATION	PD MAT RENTAL	98.29		1280059	4/11/22
CINTAS CORPORATION	PD MAT RENTAL	98.29	477.02	1280060	4/11/22
CINTAS CORPORATION NO. 2	PW:RESTOCK FIRST AID	52.80		1280053	4/11/22
CINTAS CORPORATION NO. 2	PD:RESTOCK FIRST AID	290.45	343.25	1280054	4/11/22
COUNTRYSIDE LAWN & TREE CARE	POOL:SPRING APPLICATION		1,461.60	67705	4/05/22
CREATIVE AWARDS & SCREEN PRINT	STAFF & COUNCIL PLAQUES, NAME PLATES		397.23	67706	4/05/22
DELTA DENTAL PLAN of KANSAS	04/22 MONTHLY PREMIUM		1,972.03	67707	4/05/22
DONNA SPACHEK	REFUND COMMUNITY ROOM DEPOSIT 03/22		150.00	67708	4/05/22
ECITY TRANSACTIONS, LLC	ONLINE PYT SERVICE		270.00	67709	4/05/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		250.00	1280047	3/30/22
EVERGREEN RECYCLE	MULCH/BRUSH DISPOSAL		390.00	67710	4/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		1,342.20	1280068	4/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS		608.47	1280070	4/07/22
FICA/FEDERAL W/H	FED/FICA TAX		16,792.76	1280043	3/30/22
BRIDGESTONE AMERICAS, INC	ADMIN #28 ALTERN BELT; #36 OIL CHANGE		502.53	67711	4/05/22
GALAXIE BUSINESS EQUIPMENT	LASERFICHE PROCESSES		420.00	67712	4/05/22
GILMORE SOLUTIONS INC	WINDOWS SERVER LICENSING/CALS		2,000.00	1280071	4/11/22
WW GRAINGER, INC	DOOR MATS	32.04		1280072	4/11/22
WW GRAINGER, INC	SAFETY VESTS	34.46	66.50	1280073	4/11/22
HAYDEN HARDWICK	YOUTH SPORTS OFFICIAL		216.00	67714	4/05/22
NICHALAS HARDWICK	YOUTH SPORTS OFFICIAL		216.00	67715	4/05/22
MARTY A HESS	YOGA INSTRUCTOR		135.00	67716	4/05/22
IDEATEK TELECOM	04/22 HOSTED PHONE SERV	606.96		1280074	4/11/22
IDEATEK TELECOM	03/22 HOSTED PHONE SERV	570.93	1,177.89	1280075	4/11/22
THE IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN MAY #8		833.00	1280076	4/11/22
RICHARD VARGAS	COURT INTERPRETER 01/05/22		55.00	67717	4/05/22
KANSAS GOLF & TURF, INC	2013 CUSHMAN REPAIR; OIL LEAK		955.38	67718	4/05/22
KS ASSOC FOR COURT MANAGEMENT	2022 DUES:NYGAARD		50.00	67720	4/05/22
KANSAS DEPT OF REVENUE	STATE TAX		2,832.26	1280046	3/30/22
K P E R S	KPERS 2		10,586.23	1280045	3/30/22
KU TRANSPORTATION CENTER	SEARCH/SEIZURE TRAINING:SCHELL		40.00	67723	4/05/22
LEAGUE OF KS MUNICIPALITIES	2022 MAYOR CONFERENCE:BENAGE		175.00	67724	4/05/22
MIKE JOHNSON SALES, INC.	LASER CHECKS x3000		324.54	67725	4/05/22
SPORTS ENGINE	BACKGROUND CHECKS		245.00	67728	4/05/22
ALLEN NORTH	OFFICATE YOUTH SPORTS		160.00	67729	4/05/22
ONESOURCE TECHNOLOGY, INC	OFFSITE BACKUP		650.00	1280077	4/04/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	498.74		1280084	4/01/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	993.71	1,492.45	1280085	4/06/22
PROFESSIONAL ENGINEERING CONSU	BASE GRANT APPLICATION ASSIST		6,200.00	67730	4/05/22
RACHEL MURPHY	SENIOR PROGRAM SPEAKER		75.00	67731	4/05/22
REYSHA DAY	REFUND COMMUNITY ROOM DEPOSIT		150.00	67732	4/05/22
T'ALLYN JEJAUN SMITH	YOUTH SPORTS OFFICIAL		60.00	67734	4/05/22
SMITHWICK, TESSA	PER DIEM:ROADSIDE IMPAIRMENT TRAIN.		268.08	67735	4/05/22
SUN LIFE & HEALTH INS CO	04/22 VOLUNTARY LIFE PYMNT		459.52	67736	4/05/22

CLAIMS REPORT

Vendor Checks: 3/30/2022- 4/12/2022

Section VIII, Item A.

Payroll Checks: 3/30/2022- 4/12/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		338.42	1280086	4/11/22
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES		6,956.57	1280087	4/10/22
ICMA RETIREMENT 304804	CITY MGR 457		986.53	1280044	3/30/22
VERIZON	CELL PHONE SVC		681.68	1280090	4/05/22
VERIZON	TABLET/S:SVC		215.99	1280089	4/05/22
VERIZON	TABLET/S:SVC		71.02	1280088	4/05/22
TERESA WADE	TAEKWONDO INSTRUCTOR		200.00	67738	4/05/22
WASTE CONNECTIONS OF KANSAS	TRASH DISPOSAL SVC:MAINT SHOP		55.64	1280091	4/04/22
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC		531.25	67739	4/05/22

	01 GENERAL TOTAL		73,970.19		
WATER UTILITY					
CHENEY DOOR COMPANY, INC	PW:FRONT SHOP DOOR REPAIR		226.71	67704	4/05/22
CINTAS CORPORATION	PW MAINT SHOP TOWELS-MAR	41.92		1280055	4/11/22
CINTAS CORPORATION	PW:MAINT SHOP TOWELS-APR	41.92	83.84	1280057	4/11/22
CINTAS CORPORATION NO. 2	PW:RESTOCK FIRST AID		63.36	1280053	4/11/22
CORE & MAIN LP	WATER METERS x26	2,340.00		1280061	4/11/22
CORE & MAIN LP	METERSx54 AND PARTS	4,375.50		1280062	4/11/22
CORE & MAIN LP	METER RISERS	665.24	7,380.74	1280063	4/11/22
DELTA DENTAL PLAN of KANSAS	04/22 MONTHLY PREMIUM		279.54	67707	4/05/22
ECITY TRANSACTIONS, LLC	03/22 ONLINE PYT SERVICE		90.00	67709	4/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		260.62	1280068	4/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS		592.47	1280070	4/07/22
FICA/FEDERAL W/H	FED/FICA TAX		2,298.35	1280043	3/30/22
WW GRAINGER, INC	DOOR MATS	32.04		1280072	4/11/22
WW GRAINGER, INC	SAFETY VESTS	34.46	66.50	1280073	4/11/22
IDEATEK TELECOM	04/22 HOSTED PHONE SERV	32.04		1280074	4/11/22
IDEATEK TELECOM	03/22 HOSTED PHONE SERV	21.55	53.59	1280075	4/11/22
KANSAS ONE-CALL SYSTEM, INC.	LOCATE FEES:489 FOR 03/22 STATE		293.40	67719	4/05/22
KANSAS DEPT OF REVENUE	TAX		398.88	1280046	3/30/22
KANSAS DEPT OF REVENUE	WATER FEES		2,534.08	67721	4/05/22
K P E R S	KPERS TIER 3		1,355.41	1280045	3/30/22
MIKE JOHNSON SALES, INC.	NOTICE ENVELOP x5000 UB ENV x2500		254.76	67725	4/05/22
O'REILLY AUTOMOTIVE, INC	LED WORK LIGHT		31.19	1280078	4/12/22
RURAL WATER DISTRICT NO 1	03/22 WATER:WELL #66 & #67		24.00	67733	4/05/22
SUN LIFE & HEALTH INS CO	04/22 VOLUNTARY LIFE PYMNT		17.44	67736	4/05/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		62.08	1280086	4/11/22
UTILITY MAINTENANCE CONTRACTOR	WATER METER INSALLS x6		7,896.00	67737	4/05/22
VERIZON	CELL PHONE SVC		88.35	1280090	4/05/22
VERIZON	TABLET/S:SVC		10.15	1280088	4/05/22
WASTE CONNECTIONS OF KANSAS	TRASH DISPOSAL SVC:MAINT SHOP		57.32	1280091	4/04/22

	02 WATER UTILITY TOTAL		24,418.78		
SEWER UTILITY					
CHENEY DOOR COMPANY, INC	PW:FRONT SHOP DOOR REPAIR		226.71	67704	4/05/22
CINTAS CORPORATION	PW MAINT SHOP TOWELS-MAR	41.92		1280055	4/11/22
CINTAS CORPORATION	PW:MAINT SHOP TOWELS-APR	41.92	83.84	1280057	4/11/22
CINTAS CORPORATION NO. 2	PW:RESTOCK FIRST AID		62.36	1280053	4/11/22
CORE & MAIN LP	WATER METERS x26	2,340.00		1280061	4/11/22
CORE & MAIN LP	METERSx54 AND PARTS	4,375.50	6,715.50	1280062	4/11/22
DELTA DENTAL PLAN of KANSAS	04/22 MONTHLY PREMIUM		172.20	67707	4/05/22

CLAIMS REPORT

/endor Checks: 3/30/2022- 4/12/2022

Section VIII, Item A.

Payroll Checks: 3/30/2022- 4/12/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ECITY TRANSACTIONS, LLC	03/22 ONLINE PYT SERVICE		90.00	67709	4/05/22
EMPOWER RETIREMENT 457	EMP VLNTY 457		400.00	1280047	3/30/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		260.62	1280068	4/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS		1,421.64	1280070	4/07/22
FICA/FEDERAL W/H	FED/FICA TAX		2,117.72	1280043	3/30/22
WW GRAINGER, INC	DOOR MATS	32.04		1280072	4/11/22
WW GRAINGER, INC	SAFETY VESTS	34.46	66.50	1280073	4/11/22
IDEATEK TELECOM	04/22 HOSTED PHONE SERV	32.04		1280074	4/11/22
IDEATEK TELECOM	03/22 HOSTED PHONE SERV	21.72	53.76	1280075	4/11/22
KANSAS ONE-CALL SYSTEM, INC.	LOCATE FEES:489 FOR 03/22		293.40	67719	4/05/22
KANSAS DEPT OF REVENUE	STATE TAX		330.58	1280046	3/30/22
K P E R S	KPERS TIER 3		1,331.84	1280045	3/30/22
MIKE JOHNSON SALES, INC.	NOTICE ENVELOP x5000 UB ENV x2500		254.77	67725	4/05/22
SUN LIFE & HEALTH INS CO	VOLUNTARY LIFE PYMNT		13.80	67736	4/05/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		44.00	1280086	4/11/22
VERIZON	CELL PHONE SVC		88.35	1280090	4/05/22
VERIZON	TABLET/S:SVC		10.15	1280088	4/05/22
WASTE CONNECTIONS OF KANSAS	TRASH DISPOSAL SVC:MAINT SHOP		55.64	1280091	4/04/22
	03 SEWER UTILITY TOTAL		14,093.38		
SPECIAL STREET & HIWAY					
CHENEY DOOR COMPANY, INC	PW:FRONT SHOP DOOR REPAIR		226.67	67704	4/05/22
CINTAS CORPORATION	PW MAINT SHOP TOWELS-MAR	41.92		1280055	4/11/22
CINTAS CORPORATION	PW:MAINT SHOP TOWELS-APR	41.92	83.84	1280057	4/11/22
CINTAS CORPORATION NO. 2	PW:RESTOCK FIRST AID		32.67	1280053	4/11/22
DELTA DENTAL PLAN of KANSAS	04/22 MONTHLY PREMIUM		63.54	67707	4/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		89.65	1280068	4/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS		112.03	1280070	4/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING		264.43	1280069	4/08/22
FICA/FEDERAL W/H	FED/FICA TAX		344.28	1280043	3/30/22
WW GRAINGER, INC	SAFETY VESTS		34.47	1280073	4/11/22
KANSAS DEPT OF REVENUE	STATE TAX		41.58	1280046	3/30/22
K P E R S	KPERS		267.48	1280045	3/30/22
MURPHY TRACTOR & EQUIPMENT	ROAD GRADER EDGES		1,195.00	67727	4/05/22
PROFESSIONAL ENGINEERING CONSU	2022 BIENNIAL BRIDGE INSPECTIO		3,000.00	67730	4/05/22
SUN LIFE & HEALTH INS CO	04/22 VOLUNTARY LIFE PYMNT		64.80	67736	4/05/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		17.23	1280086	4/11/22
VERIZON	CELL PHONE SVC		88.34	1280090	4/05/22
	04 SPECIAL STREET & HIWAY TOTAL		5,926.01		
CAPITAL IMPRV RESERVE					
GARVER	53RD OLIVER/WOODLAWN DESIGN		5,197.50	67713	4/05/22
PROFESSIONAL ENGINEERING CONSU	STREET EVALUATION 210641-001		10,170.00	67730	4/05/22
	05 CAPITAL IMPRV RESERVE TOTAL		15,367.50		
BOND & INTEREST					
KANSAS STATE TREASURER	G02014A INT PYT		13,050.00	1279935	3/31/22
	08 BOND & INTEREST TOTAL		13,050.00		

CLAIMS REPORT

Vendor Checks: 3/30/2022- 4/12/2022

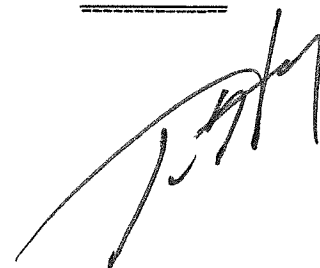
Section VIII, Item A.

Payroll Checks: 3/30/2022- 4/12/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CAPITAL PROJECTS					
KANSAS DEPT OF TRANSPORTATION	RAIL SPUR LOAN PYMNT #79		3,877.06	67722	4/05/22
	09 CAPITAL PROJECTS TOTAL		3,877.06		
SOLID WASTE UTILITY					
WASTE CONNECTIONS OF KANSAS	03/22 RECYCLE OR TRASH SVC		36,697.70	1280092	4/04/22
	12 SOLID WASTE UTILITY TOTAL		36,697.70		
STORMWATER UTILITY					
GARVER	AURORA PARK DRAINAGE		2,630.65	67713	4/05/22
	14 STORMWATER UTILITY TOTAL		2,630.65		
CAPITAL PROJECTS #2 FUND					
GARVER	SKYVIEW BLOCK 49 IMPROVEMENTS		16,247.23	67713	4/05/22
MKEC ENGINEERING, INC	WOODLAWN 37-45TH DESIGN/CONST		14,578.44	67726	4/05/22
	33 CAPITAL PROJECTS #2 FUND TOTAL		30,825.67		
	Accounts Payable Total		220,856.94		

Payroll Checks

01	GENERAL	50,531.87
02	WATER UTILITY	6,187.35
03	SEWER UTILITY	6,056.93
04	SPECIAL STREET & HIWAY	1,214.70
	Total Paid On: 3/30/22	63,990.85
	Total Payroll Paid	63,990.85
	Report Total	284,847.79



Woodlawn Project Cost 03.28.22

	START	YTD	O/(U)	
Non Participating Design/Enginnering	612,577	612,577	\$0	
Other Non Participating Expenses (ROW, Rail, Fees)	370,388	593,522	\$223,134	
20% of \$6,800,578 Woodlawn Construcion & Inspection	1,421,520	3,911,282	\$2,489,762	
Woodlawn Water Utility Relocation	381,375	406,083	\$24,708	
Woodlawn Sewer Utility Construction	361,040	262,953	(\$98,087)	
	3,146,900	5,786,417	\$2,639,517	
SG Share of Woodlawn Cost	0	(\$572,659)	(\$572,659)	
	3,146,900	5,213,758	2,066,858	
			Rate	Debt Service
Woodlawn Design/Enginnering (2020B)	612,577	612,577	1.6%	40,500
Woodlawn Construction (2021C)	0	2,500,000	2.1%	157,000
Woodlawn Construction (TN2020C)	2,534,323	2,101,181	3.0%	145,470
	3,146,900	5,213,758		342,970

(First Published in the Ark Valley News on the ____day of April, 2022.)

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AND INCORPORATING A PORTION OF NORTH WOODLAWN BLVD INTO THE BOUNDARIES OF THE CITY OF BEL AIRE, KANSAS.

WHEREAS, the Sedgwick County, Kansas Board of County Commissioners approved **Resolution Number 062-2022** on April 6, 2022, notifying the City of Bel Aire of the existence of a highway which has not become a part of the City by annexation and which has a common boundary with the City.

WHEREAS, in accordance with KSA 12-520, the Board of County Commissioners may notify a city of the existence of the right-of-way of any highway which has not become part of the city by annexation and which has a common boundary with the city and the governing body of the city shall declare the portion of the road annexed to the city as of the date of the publication of the ordinance.

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

SECTION 1: Hereby certifies the highway described below shares a common boundary with the City of Bel Aire and is not currently part of the City of Bel Aire.

SECTION 2: The highway is legally described as:

A tract of land in the Southwest Quarter of Section 30, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas described as follows:

Beginning at a point on the West line of said Southwest Quarter, said point being 75 feet north of the South line of said Southwest Quarter; thence North along the West line of said Southwest Quarter to the Northerly Right-of-way line of the Missouri Pacific Railroad; thence Northeasterly along said Railroad Right-of-way to a point 50 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter to the Southwest Corner of Lot 1, Block 1, "NORTHBROOK MEADOW", an Addition to Wichita, Sedgwick County, Kansas; thence East along the South line of said Lot 1, a distance of 10 feet to a point 60 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter, a distance of 66 feet to the Northwest Corner of Lot 1, Block 1, "NORTHBROOK MEADOW 2ND ADDITION" an Addition to Wichita, Sedgwick County, Kansas; thence continuing South along the West line of said Addition, a distance of 150 feet to a deflection point

on the West line of Lot 3, Block 1 in said Addition; thence Southwesterly to the Southwest Corner of Lot 4, Block 1 in said “NORTHBROOK MEADOW 2ND ADDITION”; thence East along the South line of said Lot 4, a distance of 10 feet to the Northwest Corner of Lot 1, Block A, “CHISHOLM CREEK 2ND ADDITION”, Wichita, Sedgwick County, Kansas; thence South, 60 feet East of and parallel with the West line of the Southwest Quarter of said Section 30 to a deflection point on the West line of Lot 2, “R & L CARPENTER 3RD ADDITION”, Wichita, Sedgwick County, Kansas; thence Southeasterly along the West line of said Lot 2 a distance of 101.12 feet to a deflection point on the West line of said Lot 2, said point being 75 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter to the Southwest Corner of Lot B, Block 1, “CHISHOLM CREEK ADDITION” to Sedgwick County, Kansas; thence West parallel with the South line of said Southwest Quarter a distance of 75 feet to the point of beginning.

SECTION 3: The above described highway meeting one or more of the conditions for annexation prescribed in KSA 12-520, is hereby annexed and incorporated within the corporate limits of the city of Bel Aire by this Ordinance.

SECTION 4: The officers, employees, and agents of the City of Bel Aire are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 5: This ordinance shall take effect and be in force after publication in the official City newspaper.

ADOPTED by the Governing Body of the City of Bel Aire, Kansas this 19th day of, April 2022.

Approved:

Jim Benage, Mayor

Attest:

Melissa Krehbiel, City Clerk

RESOLUTION NO. 062-2022

A RESOLUTION OF THE GOVERNING BODY OF SEDGWICK COUNTY, KANSAS, NOTIFYING THE CITY OF BEL AIRE OF THE EXISTENCE OF A HIGHWAY WHICH HAS NOT BECOME PART OF THE CITY BY ANNEXATION AND WHICH HAS A COMMON BOUNDARY WITH THE CITY.

WHEREAS, pursuant to K.S.A. 12-520(e), the Board of County Commissioners of Sedgwick County, Kansas, (the Board) may notify a city whenever there exists any highway which has not been made part of a city by annexation, and said highway has a common boundary with the city; and

WHEREAS, pursuant to K.S.A. 77-201 *Fifth* the term "highway" includes public bridges and county roads; and

WHEREAS, the Board has determined the highway described below (the highway), and as shown in the attached map, is not part of the City of Bel Aire (the City), and the highway shares a common boundary with the City; and

WHEREAS, following receipt of this notification from the Board the City is required to certify by ordinance that the described highway is not currently part of the City and shares a common boundary with the City; and then in said ordinance declare the highway annexed to the City as of the date of publication of said ordinance;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SEDGWICK COUNTY, KANSAS:

SECTION 1. The Board hereby certifies and notifies the City the highway described below, and as further shown on the attached map, is not currently part of the City by annexation, and the highway shares a common boundary with the City.

SECTION 2. The highway legal description is:

A tract of land in the Southwest Quarter of Section 30, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas described as follows:

Beginning at a point on the West line of said Southwest Quarter, said point being 75 feet north of the South line of said Southwest Quarter; thence North along the West line of said Southwest Quarter to the Northerly Right-of-way line of the Missouri Pacific Railroad; thence Northeasterly along said Railroad Right-of-way to a point 50 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter to the Southwest Corner of Lot 1, Block 1, "NORTHBROOK MEADOW", an Addition to Wichita, Sedgwick County, Kansas; thence East along the South line of said Lot 1, a distance of 10 feet to a point 60 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter, a distance of 66 feet to the Northwest Corner of Lot 1, Block 1, "NORTHBROOK MEADOW 2ND ADDITION" an Addition to Wichita, Sedgwick County, Kansas; thence continuing South along the West line of said Addition, a distance of 150 feet to a deflection point

on the West line of Lot 3, Block 1 in said Addition; thence Southwesterly to the Southwest Corner of Lot 4, Block 1 in said "NORTHBROOK MEADOW 2ND ADDITION"; thence East along the South line of said Lot 4, a distance of 10 feet to the Northwest Corner of Lot 1, Block A, "CHISHOLM CREEK 2ND ADDITION", Wichita, Sedgwick County, Kansas; thence South, 60 feet East of and parallel with the West line of the Southwest Quarter of said Section 30 to a deflection point on the West line of Lot 2, "R & L CARPENTER 3RD ADDITION", Wichita, Sedgwick County, Kansas; thence Southeasterly along the West line of said Lot 2 a distance of 101.12 feet to a deflection point on the West line of said Lot 2, said point being 75 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter to the Southwest Corner of Lot B, Block 1, "CHISHOLM CREEK ADDITION" to Sedgwick County, Kansas; thence West parallel with the South line of said Southwest Quarter a distance of 75 feet to the point of beginning.

SECTION 3. This Resolution shall become effective upon its approval and passage by the governing body of Sedgwick County, Kansas. The Director of Public Works is authorized to send this resolution to the City following its approval and passage. Following receipt of the resolution, the City is requested to: (a) certify the facts shown in Section 1 are correct; and (b) take action to annex the highway described in Section 2 annexed as part of the City.

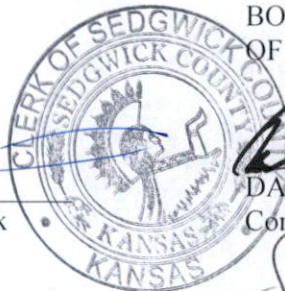
Commissioners present and voting were:

PETER F. MEITZNER	<u>Ag</u>	
SARAH LOPEZ	<u>Ag</u>	<u>Ag</u>
DAVID T. DENNIS	<u>Ag</u>	
LACEY D. CRUSE	<u>Ag</u>	<u>Ag</u>
JAMES M. HOWELL	<u>Ag</u>	

Dated this 6th day of April, 2022.

ATTEST:

Kelly B. Arnold
KELLY B. ARNOLD, County Clerk



BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

David T. Dennis
DAVID T. DENNIS, Chairman
Commissioner, Third District

Sarah Lopez
SARAH LOPEZ, Chair Pro Tem
Commissioner, Second District

APPROVED AS TO FORM:

Justin M. Waggoner
JUSTIN M. WAGGONER
Assistant County Counselor

Peter F. Meitzner
PETER F. MEITZNER
Commissioner, First District

Lacey D. Cruse
LACEY D. CRUSE
Commissioner, Fourth District

James M. Howell
JAMES M. HOWELL
Commissioner, Fifth District

(First Published in the Ark Valley News on April ____, 2022.)

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. ____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FROM AG AGRICULTURAL ZONING TO C-1 AND C-2 COMMERCIAL USES ON CERTAIN PROPERTY **SKYVIEW AT BLOCK 49 3RD ADDITION** LOCATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF BEL AIRE, KANSAS.

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

Legal Description

The East 1,235.00 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT the North 882.00 feet thereof.

WHEREAS, A public hearing was convened on the matter of rezoning the afore described tract on DECEMBER 16, 2021, by the Planning Commission for the City of Bel Aire, Kansas in conformance with the requirements set forth in Article Five of the Zoning Regulations of the City of Bel Aire, Kansas;

WHEREAS, Following the public hearing, the Planning Commission found that the evidence does support this requested zone change based upon the guidelines set forth in Article 5.02 of the Zoning Regulations of the City of Bel Aire, Kansas;

WHEREAS, The Planning Commission for the City of Bel Aire, Kansas recommends approval of the application by the property owner to change the tract of land, as described above, from AG AGRICULTURAL ZONING TO C-1 AND C-2 COMMERCIAL USES;

WHEREAS, the Governing Body has considered the factors set forth in Article 5.01 and Article 5.02 of the Zoning Regulations of the City of Bel Aire, Kansas in relation to this tract;

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 AG AGRICULTURAL ZONING TO C-1 AND C-2 COMMERCIAL USES

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

SECTION 3. This Ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the City Council this ____ day of April, 2022.

Approved by the Mayor this ____ day of April, 2022.

JIM BENAGE, MAYOR

ATTEST:

MELISSA KREHBIEL, CITY CLERK



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



REZONE/PUD/PLAT SUBMITTAL REVIEW

Address of proposed project: Rezoning, Preliminary plat, and PUD at the east 1,235 ft. of the S.1/2 NE Quarter of Section 20, township 26S, Range 2, east of the 6th pm, except the north 882ft. thereof.
This report is to document that on 12.6.21 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 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 12/6/21

Keith Price
REVIEWED BY 

Comments: Rezoning from C-1 to C-2 with a PUD overlay with a preliminary plat submittal. Additional information is need related to the PUD process-What will the elevations of the buildings look like? What type of screening will be used from the proposed residential uses? What are the parking lot materials proposed? Will the office have housing provisions for an on-site tenant? Parking lot lighting? See Sub-reg 5.05 (AA). Provide additional information by December 8th, if possible, any handouts or revisions require a paper copies and PDFs by 8am Friday the 10th.

- Every has been contacted and comments have been provided, Onegas has been contacted no request at this time. The pipeline folks have been contacted, please follow-up with and concerns they may relay.
- The city engineer will contact Garver LLC direct with any item not covered with this review.
- The city 2018 Master growth plan figure 3.4 preferred Balanced Growth, which shows Mixed-Use /Local Commercial.

- Proposed street sign off of the property would be done by a separate agreement if approved; remove from the plat.
- The Preliminary PUD should define the inside and outside storage proposed, the living space or office building is not listed in the use description.
- The private water line to the edge of the parking would require a backflow system installed.
- It appears the wall is shown in the utility easement, what is the north and west of the wall to the property line going to be used for and is it green space?
- <http://www.belaires.gov/DocumentCenter/View/3245/Chapter-18A-Zoning-Regulations-Adopted-2016> contains the Zoning Code. The landscape requirements, lot size, etc.
- <http://www.egovlink.com/belaire/docs/menu/home.asp> contains the Public Works tab to find the city standards information.

Public notice

(Published in The Ark Valley News on Nov. 25, 2021.)

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on December 16, 2021 the City of Bel Aire Planning Commission will consider the following Platting process in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

Case No. SD-21-04. Skyview at Block 49, 3rd Addition, platting and rezoning approximately 12.44 acres of the AG Zoning District to be zoned to C-1 and C-2 Commercial uses.

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

General Location: NW corner of 49th St. and Webb Rd.

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 22 day of November, 2021.

/s/ Anne Stephens
Bel Aire Planning Commission Secretary

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 25th day of November, 2021, with subsequent publications being made on the following dates:

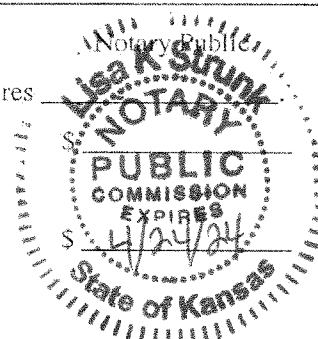
_____, 2021 _____, 2021
_____, 2021 _____, 2021
_____, 2021 _____, 2021

Subscribed and sworn to before me this 25th day of November, 2021.

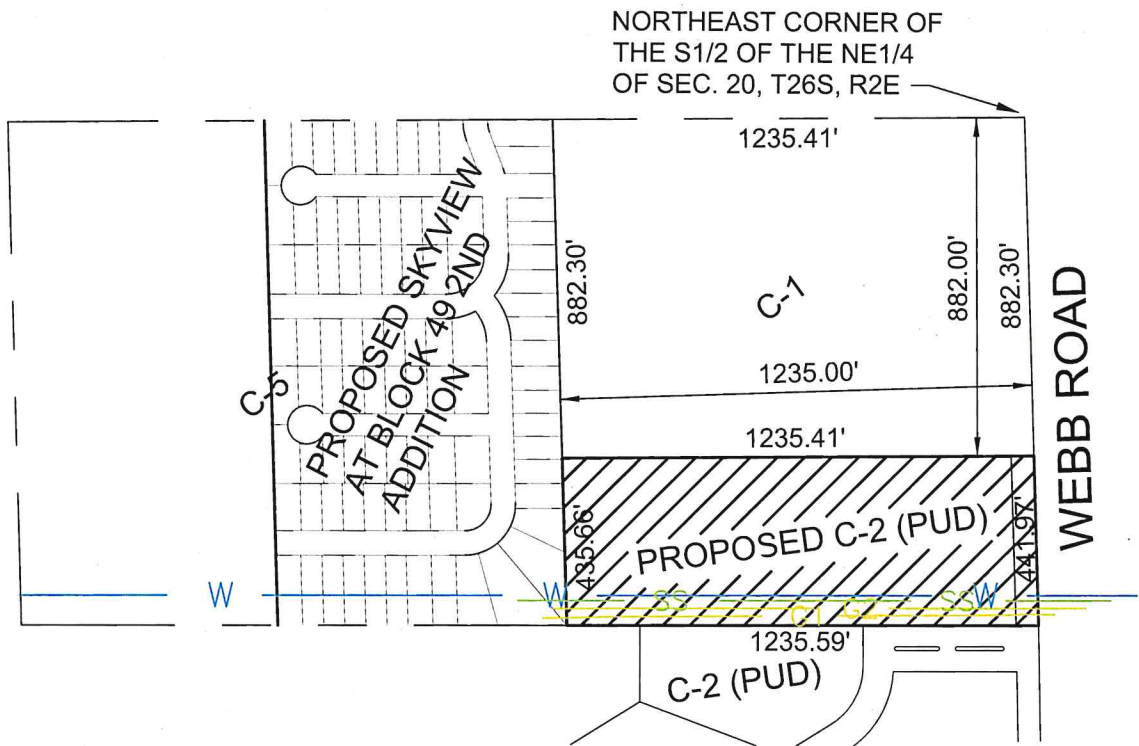
My commission expires

Additional copies

Printer's fee



ZONE CHANGE EXHIBIT



Zone Change Description, C-1 to R-5

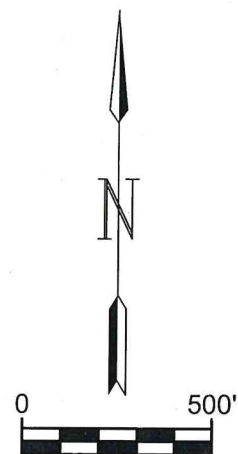
The East 1,235.00 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT the North 882.00 feet thereof.

Zone Change Area: 12.44 Acres

Applicant: Block 49, LLC Attn: Andrew Reese

Agent: Garver, LLC (Will Clevenger)

No existing structures. An existing sanitary sewer line and water line are as shown.



LEGEND

SS	SS	SANITARY SEWER (BEL AIRE)
G1	G1	GAS LINE (PHILLIPS 66)
G2	G2	GAS LINE (CONOCO)
W	W	WATER MAIN (CITY OF BEL AIRE)

DWG FILE: ZONE CHANGE EXHIBIT
PROJECT NO. 21S04012

City of Bel Aire, Kansas



STAFF REPORT

DATE: April 7, 2022
TO: Ty Lasher, City Manager
FROM: Anne Stephens, City Engineer
RE: Bristol Hollows, Phase 2 Engineering Services

Proposal Focus:

Our Mission

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

Our Values

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

Current Situation:

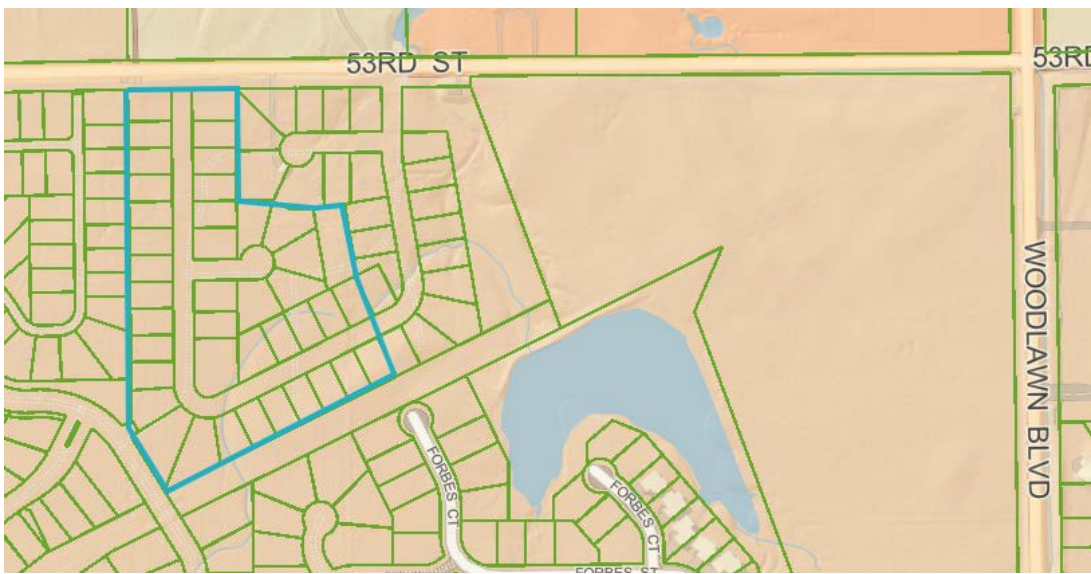
The Developer is ready to initiate the engineering design on the second phase of Bristol Hollows.

Goals:

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

Discussion:

The Developer has asked Garver to prepare an agreement for Engineering Design and Construction services for the design and construction observation services for their development.



Financials:

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

Recommendation:

Staff recommends that the City Council accept the Agreement for Professional Services from Garver in the amount of \$208,200.



AGREEMENT FOR PROFESSIONAL SERVICES

City of Bel Aire, Kansas
7651 E. Central Park Avenue
Bel Aire, Kansas 67220

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

RECITALS

WHEREAS, Owner intends to have designed subdivision infrastructure improvements to serve **Bristol Hollow Addition Phase 2**, Bel Aire, Kansas; including sanitary sewer and water extensions, storm water drainage and street improvements, along with the related construction phase services (the “**Project**”).

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

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

1. DEFINITIONS GARVER

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

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

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

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

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

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s

written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee.

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

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

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

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

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

4. AMENDMENTS

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

5. OWNER'S RESPONSIBILITIES

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

5.1.1. Those responsibilities set forth in Exhibit A.

I.

- 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.
- 5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.
- 5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement. This excludes voluntary response of an employee to an open job posting.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it

does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

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

6.2. Instruments of Service.

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

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

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

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

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

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

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as

a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

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

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

8. DOCUMENTS

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

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

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

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

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

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

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

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

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

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

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

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

10. DISPUTE RESOLUTION

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

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

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

10.1.3. The site of the arbitration shall be Bel Aire, Kansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration

is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

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

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

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

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

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

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

11. TERMINATION

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

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

Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

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

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Kansas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:
- Exhibit A – Scope of Services
 - Exhibit B – Compensation Schedule
 - Exhibit C – Insurance
 - Exhibit D – [Reserved]

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

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

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

City of Bel Aire, Kansas

Garver, LLC

By: _____
Signature

By: Christopher M. Bohm
Signature

Name: _____
Printed Name

Name: Christopher M. Bohm
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Date: April 12th, 2022

Attest: _____

Attest: [Signature]

EXHIBIT A (SCOPE OF SERVICES)

1.1 Garver shall provide the following Services (Engineering Design)

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

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

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for engineering design.
2. Soils and Foundation Investigations. When recommended by Garver, and/or requested by the OWNER, the OWNER shall direct an approved testing laboratory to perform subsurface borings and soils investigations for the PROJECT for the purpose of determining subgrade compaction and soil stabilization requirements. The testing laboratory shall be responsible for the accuracy and competence of their work. The Owner's contract with the testing laboratory shall provide that the testing laboratory is responsible to the OWNER for the accuracy and competence of their work. The cost of soils and boring investigations shall be directly contracted with and billed directly to the OWNER.
3. Review Preliminary Design Concepts. Review preliminary design concepts with the OWNER or its designated representative prior to progressing to detail aspects of the work unless waived by the OWNER.
4. Prepare engineering plans, plan quantities and supplemental specifications as required.
5. Identify all known potential utility conflicts and, when authorized by the OWNER, provide prints of plans to each utility identifying the problem locations. GARVER shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings and effect resolutions of conflicts. GARVER will coordinate with OWNER to determine location of hydroexcavation if utility conflicts are identified that require more specific location and depth identification for design.
6. Deliver original plan tracings and specification originals to the OWNER.
7. When requested by the OWNER, conduct pre-bid and/or pre-construction conferences and assist the OWNER in the bid process.
8. Provide AutoCAD V. 2020 drawing files for the PROJECT to the OWNER.
9. Provide Construction Phase Services consisting of construction staking and construction observation which include the following general duties:

Pre-Construction Activities:

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

Construction Operations – Water, Sanitary Sewer, Pavement and Storm Water Sewer***Sanitary Sewer System***

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

Water Distribution System

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

Paving, Subgrade and Curb Construction

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

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

Storm Water Sewer System

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

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

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

- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.2.5 Pay all plan review and advertising costs in connection with the project.
- 1.2.6 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.

- 1.2.7 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
- 1.2.8 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.
- 1.2.9 In the event that hydroexcavation services are require, the Owner will contract directly with the provider for the services with Garver assisting on coordination of work.

**EXHIBIT B
(COMPENSATION SCHEDULE)**

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Street Design Services	\$49,000	LUMP SUM
Water System Design Services	\$14,300	LUMP SUM
Sanitary Sewer System Design	\$13,900	LUMP SUM
Pavement Construction Phase Services		
Construction Staking	\$19,800	RATE SCHEDULE
Project Administration and Observation	\$59,500	RATE SCHEDULE
Water Construction Phase Services		
Construction Staking	\$4,800	RATE SCHEDULE
Project Administration and Observation	\$19,100	RATE SCHEDULE
Sanitary Construction Phase Services		
Construction Staking	\$5,600	RATE SCHEDULE
Project Administration and Observation	\$22,200	RATE SCHEDULE
TOTAL FEE	\$208,200.00	

The lump sum amount to be paid under this Agreement is \$77,200. Any unused portion of the fee, due to delays beyond Garver's control, will be increased four percent (4%) annually with the first increase effective on or about July 1, 2022.

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, and reproduction. The total amount paid to Garver under this Agreement is estimated to be \$131,000. The actual total fee may exceed this estimate by supplemental agreement. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2022. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

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

1. Direct cost for outside reproduction.
2. \$15 per hour for GPS survey equipment use.

As directed by the Owner, some billable Services may have been performed by Garver prior to execution of this Agreement. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount

with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

GARVER 2022-2023 RATE SCHEDULE

Engineers / Architects	
E-1.....	\$ 118.00
E-2.....	\$ 134.00
E-3.....	\$ 178.00
E-4.....	\$ 188.00
E-5.....	\$ 219.00
E-6.....	\$ 270.00
E-7.....	\$ 330.00
Planners / Environmental Specialist	
P-1.....	\$ 143.00
P-2.....	\$ 180.00
P-3.....	\$ 214.00
P-4.....	\$ 250.00
P-5.....	\$ 289.00
P-6.....	\$ 330.00
P-7.....	\$ 370.00
Designers	
D-1.....	\$ 107.00
D-2.....	\$ 126.00
D-3.....	\$ 150.00
D-4.....	\$ 174.00
Technicians	
T-1.....	\$ 98.00
T-2.....	\$ 127.00
T-3.....	\$ 140.00
Surveyors	
S-1.....	\$ 68.00
S-2.....	\$ 78.00
S-3.....	\$ 115.00
S-4.....	\$ 129.00
S-5.....	\$ 170.00
S-6.....	\$ 193.00
2-Man Crew (Survey).....	\$ 244.00
3-Man Crew (Survey).....	\$ 294.00
2-Man Crew (GPS Survey).....	\$ 269.00
3-Man Crew (GPS Survey).....	\$ 315.00
Construction Observation	
C-1.....	\$ 100.00
C-2.....	\$ 133.00
C-3.....	\$ 165.00
C-4.....	\$ 199.00
Management/Administration	
M-1.....	\$ 370.00
X-1.....	\$ 67.00
X-2.....	\$ 90.00
X-3.....	\$ 130.00
X-4.....	\$ 163.00
X-5.....	\$ 195.00
X-6.....	\$ 240.00
X-7.....	\$ 290.00

**EXHIBIT C
(INSURANCE)**

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

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



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



REZONE/PLAT SUBMITTAL REVIEW

Address of proposed project: preliminary plat change, and final plat, Part of the SE ¼ of section 17, T26S, R2E, Rock Spring 5th

This report is to document that on 12.3.21 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 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 12/3/21

Keith Price
REVIEWED BY

Comments: Rezoning is going to the city council and was approved by planning commission. Provide the changes from the other preliminary plat application and map to this revision-street information etc. for the commission to review.

- Everyg has been contacted and comments have been provided, Onegas has been contacted no request at this time. Are there blanket easements contained in this plat area not shown on the face of the plat?
- The city engineer will contact Garver LLC direct with any item not covered with this review.
- The city 2018 Master growth plan figure 3.4 preferred Balanced Growth
- <http://www.belaireks.gov/DocumentCenter/View/3245/Chapter-18A-Zoning-Regulations-Adopted-2016> contains the Zoning Code. The landscape requirements, lot size, etc.
- <http://www.egovlink.com/belaire/docs/menu/home.asp> contains the Public Works tab to find the city standards information.

CITY OF BEL AIRE, KANSAS

File No. S/D 21-03

APPLICATION FOR FINAL PLAT APPROVAL

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

(AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED)

Name of Subdivision ROCK SPRING 5TH
General Location NORTHWEST OF WEBB + 53RD ST. N.
Inside City X To Be Annexed _____
Name of Landowner NORTHEAST DEVELOPERS, LLC (ATTN: GENE VITARELLI)
Address 9415 E. HARRY, STE 406, WICHITA, KS 67207 Phone (316) 688-5717
Name of Subdivider/Agent _____ GENE1@COX.NET
Address _____ Phone _____
Name of (Engineer) (Land Planner) GARVER, LLC (ATTN: CHRIS BOHM)
Address 1995 S. MIDFIELD RD., WICHITA, KS 67209 Phone (316) 221-3024
CMBohm@GarverUSA.com
Name of Registered Land Surveyor GARVER, LLC (ATTN: WILL CLEVENGER)
Address WKClevenger@GarverUSA.com Phone (316) 221-3027

Subdivision Information

1. (Select one) Final Plat of entire preliminary plat area X
Final Plat of unit number _____ of _____ unit developments
Final Plat for small tract _____
Final Replat of original platted area _____
2. Gross acreage of plat 81.09 Acres
3. Total number of lots 178
4. Proposed land use:
- a. Residential-Single-Family X Duplex _____ Multiple-Family _____
Manufactured/Mobile Home _____
 - b. Commercial X
 - c. Industrial _____
 - d. Other _____

5. Predominant minimum lot width 70 Feet
6. Predominant minimum lot area 8,400 Square Feet
7. Existing zoning AG District
8. Proposed zoning R-5 & C-1 District
9. Source of water supply PUBLIC
10. Method of sewage disposal PUBLIC
11. Total lineal feet of new street 8,282 Feet

	Street Name	R/W Width	Lineal Feet
a.	<u>SEE ATTACHED</u>	<u> </u> Ft.	<u> </u> Ft.
b.	<u> </u>	<u> </u> Ft.	<u> </u> Ft.
c.	<u> </u>	<u> </u> Ft.	<u> </u> Ft.
d.	<u> </u>	<u> </u> Ft.	<u> </u> Ft.
e.	<u> </u>	<u> </u> Ft.	<u> </u> Ft.

12. Proposed type of street surfacing ASPHALT
13. Curb and gutter proposed: Yes X No
14. Sidewalks proposed: Yes X No If yes, where? ON ONE SIDE
OF ALL NON-CUL-DE-SAC STREETS
15. Is any portion of the proposed subdivision located in an identified flood plain area? Yes X No

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

Eugene Vitarelli 10/14/2021
Landowner Date Agent (If any) Date

OFFICE USE ONLY

Prints of the Final Plat received 15 (Number)
Final drainage plan, if required, received emailed plan concept
Copy of a title report for the land received 715

Copy of proposed restrictive covenants, if any, received _____

Methods for financing and guaranteeing improvements Yes


For plats for small tract:

a. Vicinity map received _____

b. Topographic drawing, if required, received _____

Original drawing or photographic equivalent of Final Plat received _____

This application was received by the Subdivision Administrator on 11.22.21,
_____. It has been checked and found to be accompanied by the required
information and the fee, if any, of \$ 1090 paid to the City Clerk.


Subdivision Administrator

New Street Total

<u>Street Name</u>	<u>R/W Width in feet</u>	<u>Lineal Feet</u>
Cypress St.	64	2,158
Cypress Ct.	58	456
Cypress Ct.	58	447
Cypress Ct.	58	433
Cypress Ct.	58	44
Toben Dr.	64	1,785
Toben Ct.	58	485
Toben Ct.	58	467
Toben Ct.	58	406
Stonecreek St.	64	920
Stonecreek Ct.	58	681

Total lineal feet of new street = 8,282 feet

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.

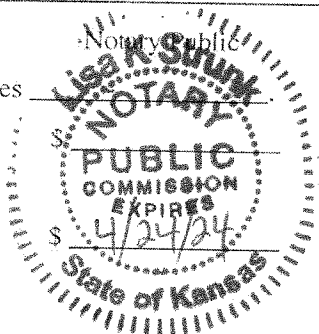
That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 25th day of November, 2021, with subsequent publications being made on the following dates:

_____, 2021 _____, 2021
_____, 2021 _____, 2021
_____, 2021 _____, 2021

[Signature]
Subscribed and sworn to before me this 25th day of November, 2021.

[Signature]

My commission expires
Additional copies
Printer's fee



Public notice

(Published in The Ark Valley News on Nov. 25, 2021.)

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on December 16, 2021 the City of Bel Aire Planning Commission will consider the following Platting process in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

Case No. SD-21-03. Rock Spring 5th Addition, platting approximately 81.09 acres of the R-5 Zoning District.

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

General Location: NW of Webb Rd and E 53rd 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.

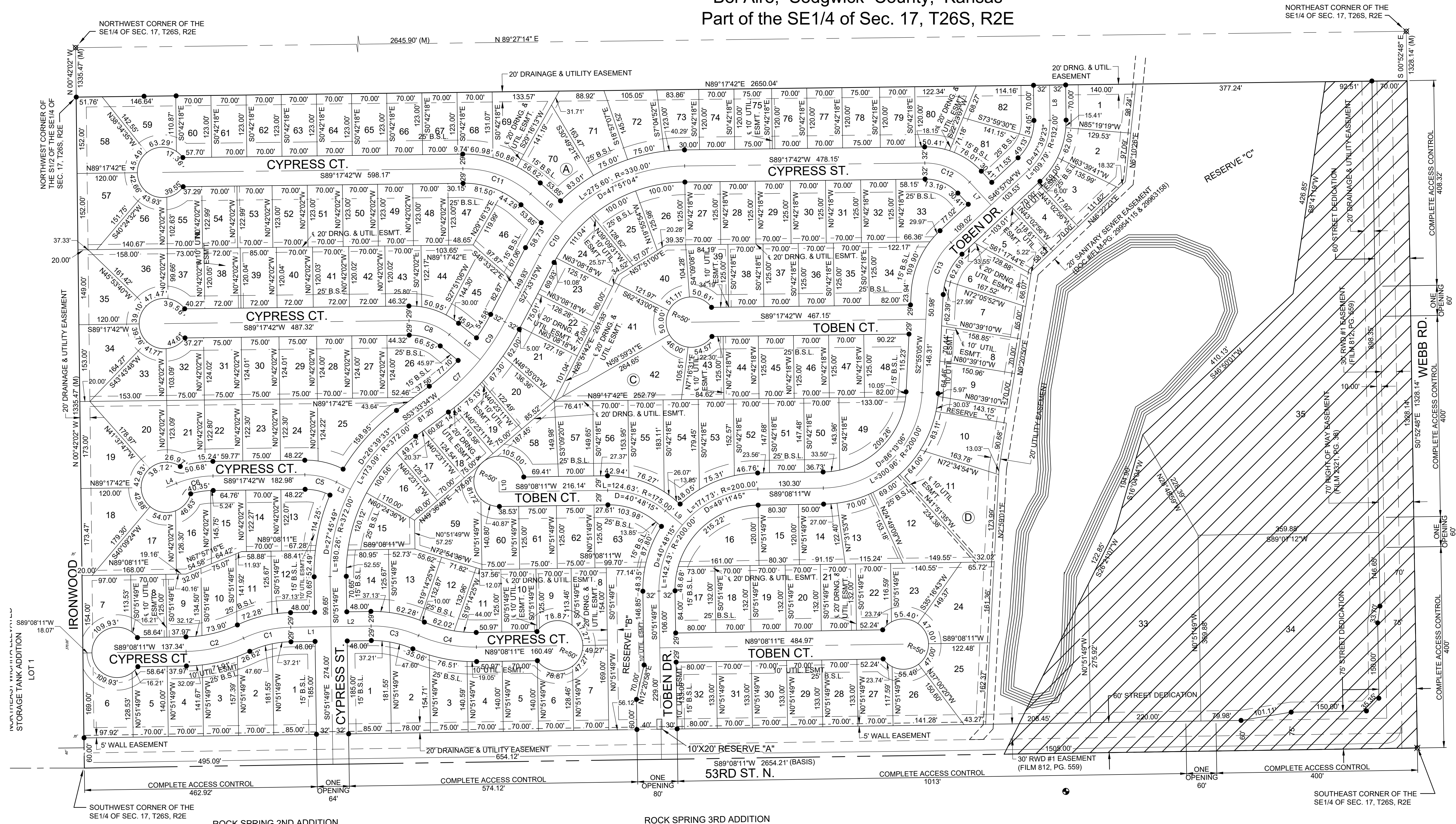
DATED this: 22 day of November, 2021.

/s/ Anne Stephens
Bel Aire Planning Commission Secretary

ROCK SPRING 5TH

Bel Aire, Sedgwick County, Kansas

Part of the SE1/4 of Sec. 17, T26S, R2E



Line Table		
Line #	Length	Direction
L1	80.00'	S89° 08' 11"W
L2	80.00'	N89° 08' 11"E
L3	30.96'	N63° 05' 59"W
L4	21.96'	N67° 57' 16"E
L5	78.98'	S50° 59' 12"E
L6	84.69'	S48° 33' 22"E
L7	62.41'	N43° 02' 56"W
L8	70.00'	S00° 42' 18"E
L9	44.03'	S50° 03' 33"E
L10	21.00'	S00° 51' 49"E

Curve Table			
Curve #	Length	Radius	Delta
C1	97.11	229.00	24°17'53"
C2	118.32	279.00	24°17'53"
C3	97.11	229.00	24°17'53"
C4	118.32	279.00	24°17'53"
C5	65.20	135.32	27°36'19"
C6	74.49	200.00	21°20'26"
C7	114.25	450.00	14°32'46"
C8	86.65	125.00	39°43'06"
C9	90.00	450.00	11°27'33"
C10	80.00	330.00	13°53'24"
C11	147.13	200.00	42°08'56"
C13	115.28	150.00	44°02'00"

MINIMUM BUILDING PAD ELEVATION FOR LOWEST OPENING INTO STRUCTURES		
BLOCK	LOT NO.	ELEVATION (NAVD88)
D	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 24, 25, 33, 35	1395.0

BENCHMARK #1:
CHISELED SQUARE AT THE NORTHWEST CORNER OF A
CONCRETE VAULT AT THE NORTHWEST CORNER OF A
LIFT STATION, 702' WEST AND 76' SOUTH OF THE
SOUTHEAST QUARTER CORNER OF SEC. 17, T26S, R2E.
ELEVATION = 1400.08 (NAVD88, G12B)

BENCHMARK #2:
CHISELED SQUARE AT THE NORTHWEST CORNER OF A
CONCRETE VAULT AT THE NORTHWEST CORNER OF THE
CITY OF WICHITA CHLORINATION BUILDING, 702' WEST
AND 76' SOUTH OF THE NORTHEAST QUARTER CORNER
OF SEC. 20, T26S, R2E.
ELEVATION = 1400.08 (NAVD88, G12B)

Any land dedicated to or owned by a municipal authority shall be exempt from any and all assessments including those assessed by Homeowners Association Covenants. Land within this plat owned by such a municipal organization, exempt from taxation by the laws of the State of Kansas, shall not be subject to any non-taxing authority assessments throughout the duration of such ownership.

The Building Setbacks within R-5 zoning areas that are not shown shall be as follows:

Rear yard building setback shall be 20 feet.
Side yard building setback shall be 6 feet.

Accessory buildings

Accessory buildings are allowed on all lots, subject to the following:

1. All construction, including additions, alterations, modifications, and/or use of any detached shed, shall be subject to all applicable governmental laws, codes, regulations, licensure, permitting and inspection associated with construction and property maintenance within the City of Bel Aire, Kansas.
2. Sheds may be permitted within a rear set back line but no closer than 10' to a rear property line.
3. The side yard shall be maintained at 6 feet, and no sheds may be located within a side yard setback.
4. All residential properties shall comply with the required 35-45% land coverage codes, as well as conform to the type and height structure restrictions.

ROCK SPRING 3RD ADDITION

SHEET 1 OF 2

(BASIS) = Basis of Bearings = Kansas Coordinate
System of 1983 South Zone Grid Bearing

M = Measured
D = Described
C = Calculated
B = Building Setback Line
C.A.C. = Complete Access Control

5/8" REBAR W/CAP (FOUND - ORIGIN UNKNOWN)
1/2" REBAR W/GARVER CAP (SET)
MONUMENT TO BE SET WITH THE STREET
CONSTRUCTION PROJECT BY THE STREET DESIGNER

DWG FILE: 21S04012 SURVEY BASE
PROJECT NO. 21S04012
NOVEMBER 19, 2021



GARVER
8535 E. 21st Street N.
Suite 130
Wichita, KS 67206
(316) 264-8008
www.GarverUSA.com

ROCK SPRING 5TH

Bel Aire, Sedgwick County, Kansas
Part of the SE1/4 of Sec. 17, T26S, R2E

State of Kansas)
SS
Sedgwick County)

I, the undersigned, licensed land surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on September 09, 2021 and the accompanying final plat prepared and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief:

The South Half of the Southeast Quarter of Section 17, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

All public easements and dedications are hereby vacated by virtue of K.S.A. 12-512b, as amended.

Garver, LLC
Land Surveyor
William K. Clevenger, PS #1437

State of Kansas)
SS
Sedgwick County)

This is to certify that the undersigned owner(s) of the land described in the Land Surveyor's Certificate have caused the same to be surveyed and subdivided on the accompanying plat into lots, blocks, reserves and streets under the name of "ROCK SPRING 5TH", Bel Aire, Sedgwick County, Kansas; that all highways, streets, alleys, easements and public sites as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of constructing, operating, maintaining and repairing public improvements; and further that the land contained herein is held and shall be conveyed subject to any applicable restrictions, reservations and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas. Access Controls as indicated are hereby granted to the appropriate governing body. Reserve "A" is hereby reserved for irrigation, walls, signage, entry monuments, lighting, landscaping, drainage, drainage structures and utilities. Reserve "B" is hereby reserved for irrigation, walls, signage, entry monuments, lighting, landscaping, berms, walks, drainage, drainage structures, and utilities confined to easements. Reserve "C" is hereby reserved for irrigation, walls, lighting, landscaping, berms, walks, park improvements, ponds, drainage, drainage structures, and utilities confined to easements. The reserves shall be owned and maintained by the Home Owners Association for the addition, their successors and and/or assigns.

Quad Investments, LLC, a
Kansas limited liability company
Managing Member
Eugene Vitarelli

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me, this _____ day of _____, 202____, by Eugene Vitarelli, Managing Member, on behalf of Quad Investments, LLC, a Kansas limited liability company.

Notary Public

My appointment expires _____ .

State of Kansas)
SS
County of Sedgwick)

This plat of "ROCK SPRING 5TH", Bel Aire, Sedgwick County, Kansas, has been submitted to and approved by the Bel Aire Planning Commission, Bel Aire, Kansas, and is hereby transmitted to the City Council of the City of Bel Aire, Kansas, with the recommendation that such plat be approved as proposed.

Dated this _____ day of _____, 202____.

Chairperson
James Schmidt

Attest:

Secretary
Anne Stephens

State of Kansas)
SS
County of Sedgwick)

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Bel Aire, Kansas on _____, 202____.

Mayor
Jim Benage

Attest:

City Clerk
Melissa Krehbiel

State of Kansas)
SS
County of Sedgwick)

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

Date Signed: _____, 202____.

By: _____
Jacqueline Kelly, City Attorney

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 202____.

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

Entered on transfer record this _____ day of _____, 202____.

County Clerk
Kelly B. Arnold

State of Kansas)
SS
Sedgwick County)

This is to certify that this plat has been filed for record in the office of the Register of

Deeds, this _____ day of _____, 202____, at _____ o'clock __ M, and is duly recorded.

Register of Deeds
Tonya Buckingham

Deputy
Kenly Zehring



**AGREEMENT
CONCERNING THE DEVELOPMENT
OF SKYVIEW AT BLOCK 49 2ND ADDITION,
BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between Skyview at Block 49, LLC, a Kansas limited liability company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the DEVELOPER desires replatting by the CITY of a tract of land more fully described below and herein referred to as SKYVIEW AT BLOCK 49 2ND ADDITION, Bel Aire, Sedgwick County, Kansas (hereinafter, SKYVIEW AT BLOCK 49 2ND); and

WHEREAS, the CITY is willing to replat said SKYVIEW AT BLOCK 49 2ND under certain applicable conditions stated herein;

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

PURPOSE: This agreement is necessary to address certain public interest, infrastructure, financial, and drainage conditions arising from the platting process. As such, approval of this Agreement is a condition precedent to the filing of the final plat and conveyance of the tract of land more fully described below and herein referred to as SKYVIEW AT BLOCK 49 2ND.

Specifically, this agreement is to assure that necessary improvements are in place to support development of SKYVIEW AT BLOCK 49 2ND. The DEVELOPER'S compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The DEVELOPER shall strictly observe and comply with the terms of this Agreement, all regulations, resolutions, policies, and ordinances of the CITY and Sedgwick County, and all statutes and laws of the State of Kansas and of the United States.

The development of SKYVIEW AT BLOCK 49 2ND shall proceed in accordance with this Agreement and all other platting requirements. Any deviation may result in suspension or termination of such building permit. It is understood by the parties that the final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted by the DEVELOPER and approved by the CITY in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs incurred by DEVELOPER to comply

with the requirements of this agreement including permit fees, review fees, and building and zoning permit and review fees, shall be paid by the DEVELOPER.

SKYVIEW AT BLOCK 49 2ND LEGAL DESCRIPTION: The tract of land herein referred to as SKYVIEW AT BLOCK 49 2ND ADDITION, Bel Aire, Sedgwick County, Kansas, has the following pre-replatting legal description, to-wit:

A tract of land located in the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th/ Principal Meridian, Sedgwick County, Kansas being more particularly described as follows:

Beginning at the Southeast Corner of Lot 1, Block 5, Sky View At Block 49, Bel Aire, Sedgwick County, Kansas; thence N 01°57'35" W along the East Lot Line of said Lot 1 and East Lot lines of Lots 28-34, Block 4 and East Line of Reserve "D" and Lots 20-23, Block 3, in said addition, a distance of 1314.05 feet to a point on the North line of said addition, said point being the Northeast Corner of said Lot 23 Block 3; thence N 89°26'13" E along the north line of said addition, a distance of 752.87 feet to the northeast corner of said addition; thence S 02°02'42" E along the east line of said addition, a distance of 1317.95 feet to the southeast corner of said addition; thence S 89°43'46" W along the south line of said addition, a distance of 754.94 feet to the Point of Beginning.

PERMITTED USE: All lots will be zoned to R-5 and construction upon such lots shall adhere to the following conditions:

- A.
 - 1. Single-family dwelling units as shown on the approved site plan.
 - 2. Accessory structures to contain trash or mowing equipment as approved.
- B. Height and Area Regulations for R-5 Developments.

The maximum height of buildings and structures, the minimum dimensions of lots, setbacks for parking/paving and yards, and the minimum site area per dwelling unit permitted on any lot shall be as follows, except as otherwise provided in these Regulations relating to Height and Area Regulations, Exceptions, and requirements set forth within the Subdivision Code:

- 1. Maximum density per acre – 6 dwelling units
 - 2. Maximum height:
 - Residences – two (2) stories, not exceeding thirty-five (35) feet from
 - From finished grade
 - 3. Minimum dwelling unit – 1,000 square feet
- C. The building setbacks not shown on the plat shall be as follows:
 - 1. Rear yard setback shall be 20 feet.

2. Side yard building setback shall be 6 feet.
3. Reserve D setbacks-City of Bel Aire to be determined based on the structure.

CONSTRUCTION PERIOD REQUIREMENTS. In addition to other requirements set forth within this agreement regarding property maintenance, the following requirements shall be met specifically during the period of time during which construction of SKYVIEW AT BLOCK 49 2ND is being developed:

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

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

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

Traffic in SKYVIEW AT BLOCK 49 2ND shall be limited to vehicles under 20 tons. Construction traffic shall enter from WEBB ROAD along TIERRA LAKES PKY or SUMMERSIDE PLACE. DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorists and neighbors. Any damage made by construction equipment to SKYVIEW AT BLOCK 49 2ND on TIERRA LAKES PKY shall be repaired by the DEVELOPER and/or contractor at no cost to the CITY. The repairs shall be made to the satisfaction of the CITY.

DETENTION PONDS. The ponds will act as temporary sedimentation basins during construction but are limited to the amount of sediment allowed and DEVELOPER responsible for any dredging required.

DRAINAGE. Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of SKYVIEW AT BLOCK 49 2ND must be addressed as part of the platting process. The DEVELOPER shall prepare a storm drainage plan which shall address the various impacts of increased/modified drainage, meet CITY drainage specifications, and be approved by the City Engineer. Prior to approval of said proposed storm drainage plan, the City Engineer may impose modifications upon such proposed plan as Engineer deems necessary to insure the

effectiveness of such plan. After approval by the City Engineer of said storm drainage plan, including any necessary modifications, the DEVELOPER shall install, or cause to be installed, the improvements pursuant to the drainage plan.

The DEVELOPER shall maintain a master drainage plan throughout the development stage for each parcel. That master drainage plan shall be a four-corner grading plan with proposed grades for homes and the DEVELOPER shall require all homes to be built on the property to comply with the approved drainage plan. Variations from the plan shall only be allowed with the approval of the DEVELOPER and the CITY.

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

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

FENCING & SCREENING: Fencing and screening methods and materials shall blend in with the architectural design of the buildings and to reasonably hide the materials, trash and recycling containers from ground view, and all fencing and screening methods and materials must be pre-approved in writing by the CITY. Black ornamental iron and other similar fencing material may be allowed if such materials blend in with the architectural design elements of the building and adjacent sites. Any plans for outside storage facilities shall comply with the applicable ordinances and zoning regulations of the CITY and be submitted in writing to the CITY for prior approval. No barbed wire is allowed. If any fencing or screening is installed by the DEVELOPER during Development, all future maintenance and upkeep shall be performed by the Developer or HOA.

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

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

HOMEOWNERS' ASSOCIATION. DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, drainage paths, detention ponds and construction areas associated with SKYVIEW AT BLOCK 49 2ND. Any land dedicated to or owned by a municipal authority shall be exempt from any and all assessments including those assessed by Homeowners Association Covenants. Land within this plat owned by such a municipal organization exempt from taxation by the laws of the State of Kansas, shall

not be subject to any non-taxing authority assessments throughout the duration of such ownership.

INFRASTRUCTURE PETITION AND INSTALLATION: The development of SKYVIEW AT BLOCK 49 2ND is being accomplished by virtue of a multiple-phase process. Representatives of the parties shall formally meet and review the existing and proposed phases of development as well as the requirements of this agreement, prior to the submission of petitions for infrastructure improvements for each phase of development.

Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. The CITY shall perform the engineering design, construction and inspection of water mains, sanitary sewer mains, storm water systems and paving necessary for the platting and development of the tract of land herein referred to as the SKYVIEW AT BLOCK 49 2ND, Bel Aire, Sedgwick County, Kansas. With the exception of storm sewer systems, all other improvements shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. The DEVELOPER shall reimburse the CITY for the actual costs of the engineering design, construction, and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the SKYVIEW AT BLOCK 49 2ND unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

The DEVELOPER shall dedicate necessary public right-of-ways and easements and install, or cause to be installed, all improvements necessary for the platting and development of the tract of land herein referred to as the SKYVIEW AT BLOCK 49 2ND. Said improvements include, but are not limited to streets, curb, gutter, street signs, storm water system, sidewalks, water distribution system, sanitary sewer lines, corner pins, and utilities. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction. The DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire.

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

LANDSCAPING & SCREENING: The DEVELOPER shall submit and have approved by the CITY, a "Landscape Plan" that is representative of the landscaping to be provided as

each phase of SKYVIEW AT BLOCK 49 2ND is developed. The “Landscaping Plan” shall show contours, utilities, size and spread at planting, any type of ground cover, shrubs, and coordinate with the Drainage Plan and Site Plan for the project.

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

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

MAINTENANCE: DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified common areas, ponds, irrigation systems within SKYVIEW AT BLOCK 49 2ND, Bel Aire, Sedgwick County, Kansas.

PERMITS. No construction shall commence on any portion of the tract of land herein referred to as SKYVIEW AT BLOCK 49 2ND without the DEVELOPER having first obtained the proper building and zoning permits from the CITY.

ROADWAYS, PARKING, DRIVES, and ACCESS: The DEVELOPER shall cause to be installed, according to the design standards of the CITY, minimum twenty nine (29) foot back to back paved street with curb and gutter on all streets in SKYVIEW AT BLOCK 49 2ND. If asphalt paving is used, the section shall consist of a minimum of 7” of asphalt with either a 5” reinforced rock base or a 5” concrete stabilized subgrade. If concrete paving is used, the pavement section shall be a minimum of 6” with 5” reinforced rock base. The CITY will determine which material shall be used after reviewing cost, safety, feasibility, and feedback from the DEVELOPER.

All driveways shall be constructed in compliance with CITY ordinance.

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

Ordinances.

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

In general, sidewalks shall be constructed with the outside edge of the sidewalk as close as practical to the property line, subject to the discretion of the engineer designated by the CITY. The Sidewalk along shall be 5 feet wide (4" thick). Sidewalks shall be installed per the sidewalk plan approved by the CITY with curb ramps for road crossings. Sidewalks shall be installed on individual lots at the time of home construction. After 24 months has passed following the completion of the street construction, any missing adjoining sidewalk sections will be installed by the CITY unless an alternate approved plan is accepted by the city Engineer and DEVELOPER.

A sidewalk petition shall be executed to cover the cost of installing said sidewalk.

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

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

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

BONDING CAPACITY. Assurances are to be provided whenever the CITY has been furnished a financial guarantee (irrevocable letter of credit, corporate completion bond, cashier's check, escrow account or cash) on 35% of the estimated principal cost of the

project (engineering design, construction, inspections, temp note interest and administration). The Letter of Credit (LOC) or bond will be in the form approved by the CITY and name the City of Bel Aire as beneficiary. The assurances will serve to protect the general taxpayers of Bel Aire from subsidizing the special assessment debt. The assurance shall be filed prior to any debt being issued by the CITY for any of the expenses mentioned above and be in the amount equal to 35% of these same costs. It is understood that this letter of credit shall be automatically renewed for additional 2-year periods unless the DEVELOPER notifies the CITY in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time the DEVELOPER may draw up to the full amount of the credit available at that time. Provided there are no delinquent taxes or special assessments owed by the DEVELOPER, the financial guarantee will be released upon request of the DEVELOPER when development (issuance of satisfactory framing by the City of Bel Aire) of 35% of the properties covered by the LOC, the CITY will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released the CITY shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments.

MISCELLANEOUS:

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

MODIFICATION OF PLAT THROUGH REPLATTING PROCESS. While it is intended by the parties that the development will precede in compliance with this Agreement and the existing plat of SKYVIEW AT BLOCK 49 2ND nothing herein shall be construed to prohibit modifications to the SKYVIEW AT BLOCK 49 2ND development as a result of the formal replatting process.

RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER: Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of streets, sewer, and water facilities for SKYVIEW AT BLOCK 49 2ND or other projects or additions, including excavation, storm sewers and detention ponds, the costs for which shall be spread as special assessments against the addition on a square footage basis, but not for three (3) years following the final acceptance of the project, or until the year 2025.

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

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

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in SKYVIEW AT BLOCK 49 2ND or any individual or entity who later becomes a DEVELOPER by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of

this Development Agreement, and shall be liable for the payment of other costs and expenses payable by DEVELOPER hereunder which are incurred for improvements or facilities located on the lots or which are used or are available for the benefit of the lot or lots owned by the DEVELOPER.

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

THIS AGREEMENT is hereby executed on this the ____ day of _____, 2022.

DEVELOPER
Skyview at Block 49, LLC,
a Kansas limited liability company

Andrew Reese, Managing Member
Skyview at Block 49, Bel Aire,
Sedgwick County, Kansas

THIS AGREEMENT was approved by vote of the City Council of the City of Bel Aire,
Kansas on the ____ day of _____, 2022 and is hereby executed on this
____ day of _____, 2022.

MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

STATE OF _____
COUNTY OF _____

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2022, before me, a Notary Public, came _____, who is known to me and who personally acknowledged execution of the foregoing Agreement as the Developer of Skyview at Block 49, Bel Aire, Sedgwick County, Kansas.

[Notary Stamp]

NOTARY PUBLIC

My Appointment Expires: _____

STATE OF KANSAS
COUNTY OF SEDGWICK

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2022, before me, a Notary Public, came Mr. Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the foregoing Agreement Concerning the Development of Skyview at Block 49, Bel Aire, Sedgwick County, Kansas, and Melissa Krehbiel who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. Jim Benage.

[Notary Stamp]

NOTARY PUBLIC

My Appointment Expires: _____



DATE: April 13, 2022
TO: Ty Lasher, City Manger
FROM: Ted Henry, Assistant City Manager/ Finance Director
SUBJECT: Rotary Mower Replacement Proposal

The City’s rotary mower is scheduled for replacement in 2022. This mower is used to mow 90% of ditches and large areas of land. The new mower will replace our current rotary mower (2006 Land pride RC5015). The current mower is 16 years old and has worn mower decks and various other worn-out parts.

Funding for the new mower was planned and is available in the 2022 Equipment Replacement Reserve Fund. The old rotary mower will be placed on Purple Wave and sold at auction. We receive a better price for selling it ourselves, then trading it into a dealer.

Bids went out to three dealers and the low bid came in from Schmidt and Sons. As a bonus, Schmidt and Sons are the only ones that have a mower in stock.

Consideration of accepting a bid for the replacement of a rotary mower. Three quotes were received.

Schmidt & Sons	\$17,400
PrairieLand Partners LLC	\$20,000
Ravenscraft Implement Inc.	\$21,300

Staff is recommending that the city accept the quote from Schmidt and Sons for the new rotary mower.



MT. HOPE, KS
12903 E. Silver Lake Rd.
Mt. Hope, KS 67108
(316) 445-2103 (800) 281-2164
Fax: (316) 445-2195

WINFIELD, KS
2303 W. 9th Ave.
Winfield, KS 67156
(620) 221-0300 (800) 273-9014
Fax: (620) 221-0062

AGCO
MASSEY FERGUSON
CHALLENGER
KUBOTA

VERSATILE
HESSTON
WHITE PLANT

GREAT PLAINS
Section XII, Item F.
LAND PRIDE

WWW.SCHMIDTINC.COM

CITY OF BEL AIRE
7651 E. CENTRAL PARK AVE
BEL AIRE KS 67226

PAGE

1

CASH CHG. F.P.

ACCT. NO.

72451

UNIT SALES INVOICE

SALESMAN JS	PURCHASE ORDER NO.		INVOICE DATE 04/12/2022	TIME 11:54:24	INVOICE NO. 28652M
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Unit Sale: LP RCM4715 ROT CUTTER

17400.00

stock number: G1695 serial number: 1848091
15FT CUTTER, LAMINATED TIRES, FRONT AND REAR CHAINS
PERFORMANCE HITCH, DIAMOND BLADE BAR
1000 PTO, SUSPENSION AXLE
CUSTOMER NEEDS 2 SETS OF REAR REMOTES ON TRACTOR

PLEASE REMIT PAYMENT TO:
SCHMIDT & SONS
12903 EAST SILVER LAKE RD
MOUNT HOPE, KS 67108

Sales Tax

\$0.00

Settlements

CHARGE 72451

\$17400.00

Total Sale

\$17400.00

"When the equipment covered by this order is used equipment, the purchaser states that he has examined the equipment, is aware of any missing or defective guards, shields etc., that would affect the safe operation of this equipment, and is buying the equipment as is with no representations or warranties, unless otherwise specified in writing below."

PURCHASER IS ENGAGED IN FARMING OR RANCHING AND CERTIFES THAT THIS EQUIPMENT WILL BE USED ONLY IN FARMING OR RANCHING.

Signature: _____

schmidt_unit.template

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FENDT



Quote Summary

Prepared For:
City Of Bel Aire
KS

Prepared By:
Tyler Wegerer
PrairieLand Partners, LLC
2218 South West Street
Wichita, KS 67213
Phone: 316-943-4261
twegerer@plpjd.com

Quote Id: 26274772
Created On: 17 March 2022
Last Modified On: 17 March 2022
Expiration Date: 24 March 2022

Equipment Summary	Selling Price	Qty	Extended
2021 JOHN DEERE FC15M Flex Wing Rotary Cutter - 1P0FC3MFVMB000087	\$ 20,000.00 X	1 =	\$ 20,000.00
Equipment Total			\$ 20,000.00

Quote Summary	
Equipment Total	\$ 20,000.00
SubTotal	\$ 20,000.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 20,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 20,000.00

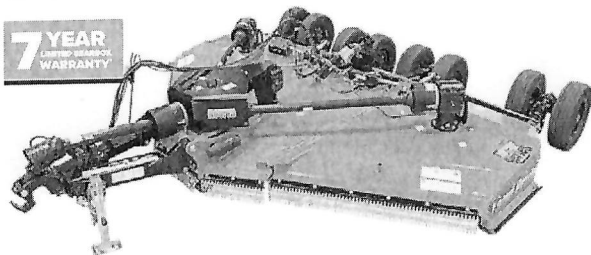
Salesperson : X _____

Accepted By : X _____

Salesperson

RC(M)5715 - 15' Heavy Duty Rotary Cutter

60-250 HP

7 YEAR
LIMITED WARRANTY


Working Width: 15'
 Transport Width: 10'3" Normal, 7'3" w/Narrow Option
 Overall Width: 16'
 Overall Length: 16'3"
 Hitch: Pull-Type, Self-Leveling Hitch & Clevis
 Tongue Jack
 Cutting Height*: 1-1/2" - 16"
 Cutting Capacity: 5"
 Deck Height: 12"
 Deck Thickness: 10 Gauge Top, 3/16" Bottom
 Side Skirt Thickness: 1/4", Removable/Replaceable
 Gearbox Rating[^]: 250 HP Divider; 225 HP Center & Wings
 Gearbox: 540 rpm or 1000 rpm
 Gearbox Input Shaft: 1-3/4" 20 Spline
 Gearbox Output Shaft: 3"

Input Driveline: Constant Velocity U-Joint Cat. 6,
 Splined 540 or 1000 RPM
 Connecting Driveline: Cat. 4 or 5 Slip-Clutch
 Forged Diamond Blade Bar
 Optional Stump-Jumper: 3/16", Round, Dish Shaped
 Optional HD Blade Bar and Dishpans
 Blades: 2 per Section, 1/2" x 4" Heat Treated
 Free Swinging Alloy Steel with Uplift
 Blade Bolt: Keyed with Hardened Flatwasher & Lock Nut
 Blade Overlap: 6"
 Blade Speed: 540 rpm: Center & Wings: 16,400 fpm
 1000 rpm: Center: 16,400; Wings: 16,000 fpm
 6 or 8 Wheels with Suspension Options
 Wheel Options: 6" x 21" Laminated Tires
 6" x 26" Laminated Tires
 29" x 7.75" x 15" Used Aircraft Tires
 25.5" Foam-Filled Aircraft Tires
 Tapered Roller Bearings & Cast Iron 5-Bolt Hubs
 with 1-3/4" Shaft
 Wing Transport Locks
 Wing Hydraulics: 3" x 12" Cylinder, Hoses & Fittings
 Height Adjustments: 3-1/2" x 8" Cylinder, Hose, Fittings
 & Flip-over Spacers
 Skid Shoes: Wings & Center, Replaceable AR400 Beveled
 Front and Rear Shielding: Single or Double Chain
 Blade Rotation: L-CW, C-CCW, R-CCW
 Lights Standard

Rotary Cutters

YOU MUST ADD 11% SURCHARGE TO PRICES AS OF 8/4/21

MODEL NUMBER	DESCRIPTION	APPROX. MACHINE WEIGHT	LIST PRICE
RC5715-02-21-26-32-40-62-65-75-90	15' HEAVY-DUTY ROTARY CUTTER - 540 rpm 6-21" Laminated Tires, HD Single Suspension Center and Wing Axles, CV, Cat 4 Wing, Chains, Deck Armor, Single Acting Fold Cylinders, Performance Hitch, Diamond Blade Bar	5,104#	\$ 27,127
RC5715-02-24-29-32-40-62-67-75-92	15' HEAVY-DUTY ROTARY CUTTER - 540 rpm 6-21" Laminated Tires, Parallel Pivot Center and Wing Axles, CV, Cat 4 Wing, Chains, Deck Armor, Independent Fold Cylinders, Performance Hitch, HD Blade Bar/Dishpan	6,328#	\$ 29,192
RC5715	15' HEAVY-DUTY ROTARY CUTTER - 540 rpm	3,103#	\$ 18,387
RCM5715	15' HEAVY-DUTY ROTARY CUTTER - 1000 rpm	3,103#	\$ 18,387
ADD OPTION			
NUMBER	You Must Choose a Tire Option		
-02	21" Laminate, 6 Tires	420#	\$ 1,036
-03	21" Laminate, 8 Tires	560#	\$ 1,514
-08	29" Used Aircraft, 6 Tires	432#	\$ 1,519
-09	29" Used Aircraft, 8 Tires	576#	\$ 2,159
-11	25.5 New Aircraft, Foam-Filled 6 Tires	762#	\$ 2,823
-12	25.5 New Aircraft, Foam-Filled 8 Tires	1,016#	\$ 3,916
-14	26" Laminate, 6 Tires	520#	\$ 1,932
-15	26" Laminate, 8 Tires	694#	\$ 2,719

*Varies by tire option.

[^]Gearbox HP rating is based on in field use and performance

See pg. 59 for optional pricing and color options

See pg. 67 for available hitches

WARNING!
 Rotary Cutters used in non-agricultural areas must be equipped with front & rear guards. The possibility of thrown objects can be hazardous to persons or property.

LAND PRIDE PRICES EFFECTIVE 12/1/21

P. 58

U.S. FUNDS

Quote 2

Section XII, Item F.

RC(M)5715 - 15' Heavy Duty Smooth Top

Rotary Cutters

60-250 HP

YOU MUST ADD 11% SURCHARGE TO PRICES AS OF 8/4/21

ADD OPTION
NUMBERYou Must Choose a Center Axle Option

-21	HD Single Suspension Center Axle	363#	\$	2,023
-22	Independent Suspension Center Axle	459#	\$	2,401
-24	Parallel Pivot Center Axle	443#	\$	2,564

You Must Choose a Wing Axle Option

-26	HD Wing Axles (cannot be sold with option -22)	320#	\$	1,125
-27	Independent Suspension Wing Axles	418#	\$	1,990
-29	Parallel Pivot Wing Axles (Must have 8-Tire Option)	360#	\$	2,293

If 540 RPM - You Must Pick a Driveline Package

-32	540 CV Main, Cat 4 Wings	78#	\$	2,066
-34	540 CV Main, Cat 5 Wings	78#	\$	2,391

If 1000 RPM - You Must Pick a Driveline Package

-32	1000 1-3/8", CV Main, Cat 4 Wings	78#	\$	2,066
-34	1000 1-3/8", CV Main, Cat 5 Wings	78#	\$	2,391

You Must Choose One Guard

-40	Single Chains - Front & Rear	208#	\$	656
-41	Double Chains - Front & Rear	312#	\$	867

You Must Choose a Deck Ring Option

-62	Deck Armor™	368#	\$	757
-----	-------------	------	----	-----

You Must Choose a Fold Option

-65	Single-acting Fold Cylinders (3") (1 hose)	75#	\$	693
-66	Dual-acting Fold Cylinders (3") for Narrow Transport (2 hoses)	84#	\$	784
-67	Independent Single-acting Fold Cylinders (3") (2 hose)	80#	\$	740
-68	Independent Dual-acting Fold Cylinders (3") for Narrow Transport (4 hoses)	96#	\$	876

You Must Choose a Hitch Clevis Option

-75	Performance Hitch, Self-leveling	62#	\$	384
-----	----------------------------------	-----	----	-----

You May Choose a Color Option (No Option=Buckskin)

-82	Orange			
-----	--------	--	--	--

You Must Choose a Blade Carrier Option

-90	Diamond Blade Bar	480#	\$	0
-92	HD Blade Bar and Dishpans	650#	\$	308

List \$27,605
discount 6,305
21,300

Note: If you decide to Add or subtract options we will need to requote the bid.

Example lets say you want to not do the deck Armor @ 757. You can't just subtract that full 757. It would be less deduction because you have an overall discount.

*Over-running clutch recommended for tractors with instant off PTO
^Gearbox HP rating is based on in field use and performance

WARNING!
Rotary Cutters used in non-agricultural areas must be equipped with front & rear guards. The possibility of thrown objects can be hazardous to persons or property.

LAND PRIDE PRICES EFFECTIVE 12/1/21

P. 59

U.S. FUNDS

CITY OF BEL AIRE
STAFF REPORT

DATE: April 14, 2022
TO: Ty Lasher, City Manager
FROM: Dave Leiker, Public Works Director
RE: Mastic Street Sealer Purchase Recommendation

Background

In the past, Public Works has used many different methods to repair streets. These include pothole patching, crack sealing, surface milling and patching, and full depth asphalt patching. A brief description of some of the more common repair methods are described. *Potholes* are filled with bags of cold-patch or hot asphalt. *Crack sealing* is a process of filling in street cracks less than three quarters of an inch with melted hot rubber. This is accomplished with a Crafcro crack sealer the city owns. Street cracks exceeding three quarters of an inch are too wide to be filled with hot rubber because the rubber cannot expand and contract with the street. So cracks exceeding three quarters of an inch have been repaired using the *surface milling* method which requires hot asphalt. *Surface milling* requires the use of a Skidsteer and a milling machine attachment. This machine removes a section of pavement two inches deep and about twenty four inches wide and hot asphalt is then rolled and compacted into the milled area.

Last year in 2021 we rented a mastic melting machine to try and expedite the street repairing process. We learned that hot mastic material can be used to make many types of street repairs, including; pot-holes, wide cracks and joints, skin-patch repairs, leveling manholes, and leveling bridge deck approaches.

Mastic is composed of highly modified polymer asphalt binder and durable lightweight construction aggregate. This product is formulated for distresses larger than those typically repaired by crack sealing. It can also be used in place of hot asphalt in certain situations.

Discussion

Last year we reserved and rented the only mastic machine available in Wichita and surrounding area. Staff made street repairs in four neighborhoods over a period of 5 weeks and used 39,000 pounds of mastic, we sealed over 300 thermal cracks. It became apparent quickly that repairing most street cracks with mastic is drastically faster than the milling method. For example; Milling and filling with hot asphalt involves six staff members and we can normally repair six to eight cracks per day. With the use of mastic we use four staff to repair twenty-five to thirty street cracks per day.

Over the winter the patches were observed to see how the material held up to the freeze/thaw cycles and it was discovered that this is a durable product and an efficient method to repair thermal cracks.

We spent \$ 5,000.00 over a five week period to rent the mastic machine and produced about four to five times more street repairs than in the past. Please note; we will still need the crack machine to fill in smaller cracks and can utilize this machine in conjunction with a mastic machine. We also need to use the mill and fill methods with hot asphalt in situations where there are large areas of street damage to repair.

Recommendation

To save time and money and make quality street repairs, staff recommends the purchase of a new mastic melting machine. There are 2 local vendors that sell these machines and accessories it is recommended to go with low bid from CrafcO for \$66,992.80. Thank you for your consideration.

MASTIC MACHINE	Price	Warranty	Delivery
CrafcO	\$ 66,992.80	2 Years	Mid May
McConnell and Associates	\$ 75,740.00	1 Year	45 Days from order





Quotation

Date: 03/18/22
 Customer: City of BelAire Quoted: Dave Leiker/ Tim Aelmore
 Address: _____ City: _____
 Phone: 316-744-2888 Cell: 316-761-6977
 Email: taelmore@belaire.kscoxmail.com Fax: _____
 FOB: Dest Freight: Freight included
 Duration: 30 day's Terms: Net 30
 Job: Street Dept. Quoted by: Dale Robeson

Quantity	Product	Price	Unit
1	Marathon Mastic 250 gal Melter	75740.0000	Total
	Options Included		
	overnight heater, heated chute, 10 lb Fire		
	extinguisher, 18" steel Squeegee		
	12" steel Squeegee, 8" steel Smoother,		
	12 gal Mastic Dispenser		

Notes: Pricing is subject to change
 without notice!



MAC Pavement Products of Wichita

1912 W. Harry Ct.
 Wichita, KS 67213
 Phone (316) 264-1180 Fax (316) 264-1183
d.robesson@mcconnellassociates.org



6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

QUOTE # BBBQ50712

Date Quoted 3/16/2022
EXPIRATION DATE 4/15/2022

Quote To: Account Code: 920375

Ship To: Account Code: 920375

CITY OF BEL AIRE - KS

CITY OF BEL AIRE - KS

N/A

7651 E CENTRAL PARK AVE.
BEL AIRE, KS 67226
US

7651 E CENTRAL PARK AVE.
BEL AIRE, KS 67226
US

Mobile:

Phone: 316-744-2451

Fax:

N/A

Email:

316-744-2451

Project Title:

Bid Date:

Terms: NET 30

Bid Number:

F.O.B.: PPA- Delivered; freight includ

Project Start Date:

Ship Via: Truck/Common Carrier

Ship Before:

Sales Group:

Quote Effective Dates: 3/16/2022 TO 4/15/2022

Quoted By: Andrew Chesney

Sales Office: 250- Andy Chesney

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer: CITY OF BEL AIRE - KS

Quote Number BBBQ50712

Project Title:

Date 03-16-22

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Retail	Quote Price	Ext. Price
56700BASE-AZ03	PATCHER II BASE 4/2020	EA	1	\$78,900.0000	\$58,000.0000	\$58,000.0000
20014-AZ03	3" PINTLE HITCH REV.E	EA	1	\$142.8000	\$142.8000	\$142.8000
20120-AZ03	18" HITCH EXTENSION ASSY RVD	EA	1	\$655.0000	\$655.0000	\$655.0000
24183-AZ03	7 ROUND PIN CONNECTOR W/ CABLE GUARD R.A	EA	1	\$80.0000	\$80.0000	\$80.0000
24095KCL1-AZ03	STROBE LIGHT KIT,CLASS 1/T13 R-A	EA	1	\$435.0000	\$435.0000	\$435.0000
26058-AZ03	10# FIRE EXT. W/COVER REV.B	EA	1	\$250.0000	\$250.0000	\$250.0000
26059-AZ03	FIRE EXT. BRKT FOR 10#, REV.A	EA	1	\$105.0000	\$105.0000	\$105.0000
26119-AZ03	3/8 HOOK W/SAFETY LATCH REV.B	EA	2	\$72.5000	\$72.5000	\$145.0000
57781-AZ03	PROPANE TORCH KIT, PATCHER II RO	EA	1	\$865.0000	\$865.0000	\$865.0000
32250-AZ03	MASTIC SHOEBX(L8xW10xH6)w/4.5' HNDL RV.A	EA	1	\$205.0000	\$205.0000	\$205.0000
32252-AZ03	MASTIC SHOEBX(L8xW12xH6) 4.5' HNDL RA	EA	1	\$210.0000	\$210.0000	\$210.0000
32253-AZ03	MASTIC SHOEBX(L8xW14xH6) w/4.5' HNDL RA	EA	1	\$220.0000	\$220.0000	\$220.0000
45535-AZ03	ENGINE COVER ASSY, 37HP AND BELOW R.L		1	\$1,530.0000	\$1,530.0000	\$1,530.0000

03/16/22 14:59:07

We value your business.

Page 1 of 3

1 of 5

Customer: CITY OF BEL AIRE - KS				Quote Number BBBQ50712		
Project Title:				Date 03-16-22		
SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER						
Part #	Description	Unit	Qty.	Retail	Quote Price	Ext. Price
57650-AZ03	HOT MASTIC APPLICATOR	EA	1	\$2,960.0000	\$2,600.0000	\$2,600.0000
	REV.E	EA				
700000	FREIGHT FROM CHANDLER, AZ	EA	1	\$1,550.0000	\$1,550.0000	\$1,550.0000
Total						\$66,992.80

Due to extreme market volatility all prices and availability are subject to change without notice, all quotes to be confirmed at time of order and subject to inventory status.

COMMENTS:



March 18, 2022

City of Bel Aire

Re: Central park Post light addition

Atlas Electric is pleased to offer the following work:

- Provide and install 3- Post lights with LED lamps on the west side of roadway, Screw in bases, trenching, and backfill, conduit, and conductors
- Connect to existing lighting circuit
- Use #6 alum wire with copper/Alum rated terminations
- **Price for above work \$23,400.00**

----Pricing valid for 30 days----

**Thanks Jeff
Atlas Electric LLC**



DATE: April 12, 2022
 TO: Ty Lasher, City Manager
 FROM: Ted Henry, Assistant City Manager/ Director of Finance
 SUBJECT: Finance Management Report For the 3 Months Ending March 31

General Fund

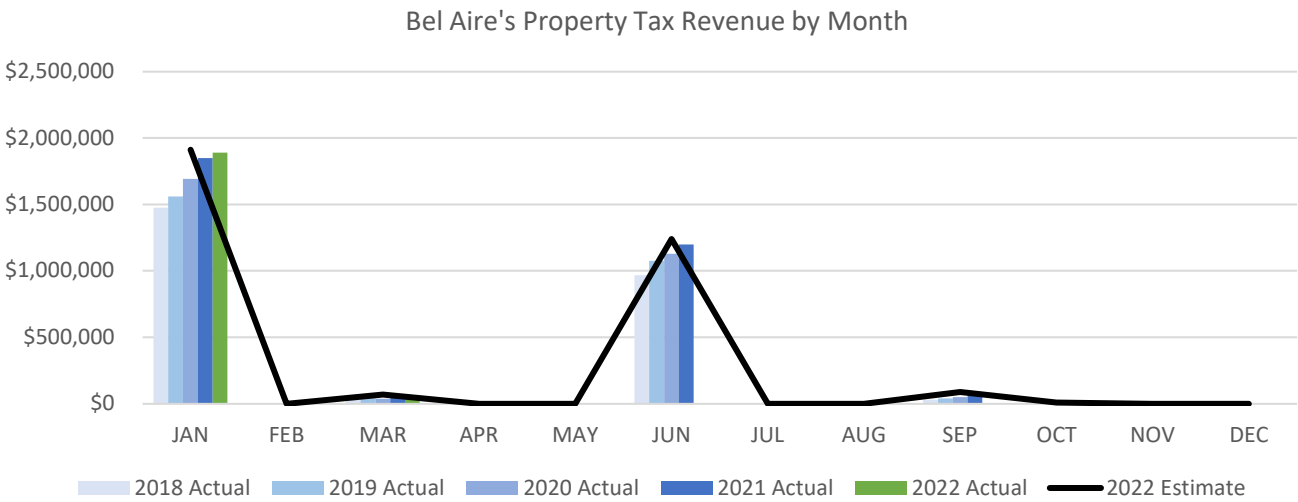
Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	\$3,460,243			
Property Tax:	\$3,397,673	\$1,944,289	(\$1,453,384)	57%
Sales Tax	\$1,466,014	\$442,099	(\$1,023,915)	30%
Motor Vehicle Tax:	\$408,488	\$45,533	(\$362,955)	11%
Other Taxes:	\$64,332	\$11,387	(\$52,945)	18%
Franchise Fees:	\$693,150	\$150,160	(\$542,990)	22%
Fines and Fees:	\$130,437	\$26,065	(\$104,371)	20%
Permits, Fees & Licenses:	\$262,000	\$77,724	(\$184,276)	30%
Recreation and Pool:	\$93,750	\$22,804	(\$70,946)	24%
Grants:	\$72,194	\$324	(\$71,870)	0%
Other Revenues:	\$71,175	\$14,473	(\$56,702)	20%
Total Revenue	\$6,659,213	\$2,734,859	(\$3,924,354)	41%
Salaries & Benefits:	\$2,873,081	\$766,809	(\$2,106,272)	27%
Contractual Services:	\$660,089	\$228,170	(\$431,919)	35%
Commodities/Supplies:	\$327,905	\$97,734	(\$230,171)	30%
Capital Outlay:	\$72,500	\$21,670	(\$50,830)	30%
Transfers Out:				
Land Debt:	\$1,158,310	\$878,591	(\$279,719)	76%
Special Assessments:	\$200,000	\$0	(\$200,000)	0%
Debt Service:	\$1,059,952	\$898,031	(\$161,921)	85%
CIP (Streets):	\$1,400,000	\$0	(\$1,400,000)	0%
Equipment Reserve:	\$100,000	\$100,000	\$0	100%
Total Expenditures	\$7,851,837	\$2,991,004	(\$4,860,833)	38%
Revenue over/(under) expenditures	(\$1,192,624)	(\$256,145)		
Fund Balance- ending	\$2,267,619			
% of Revenues	34%			

Key General Fund Revenue Indicators:

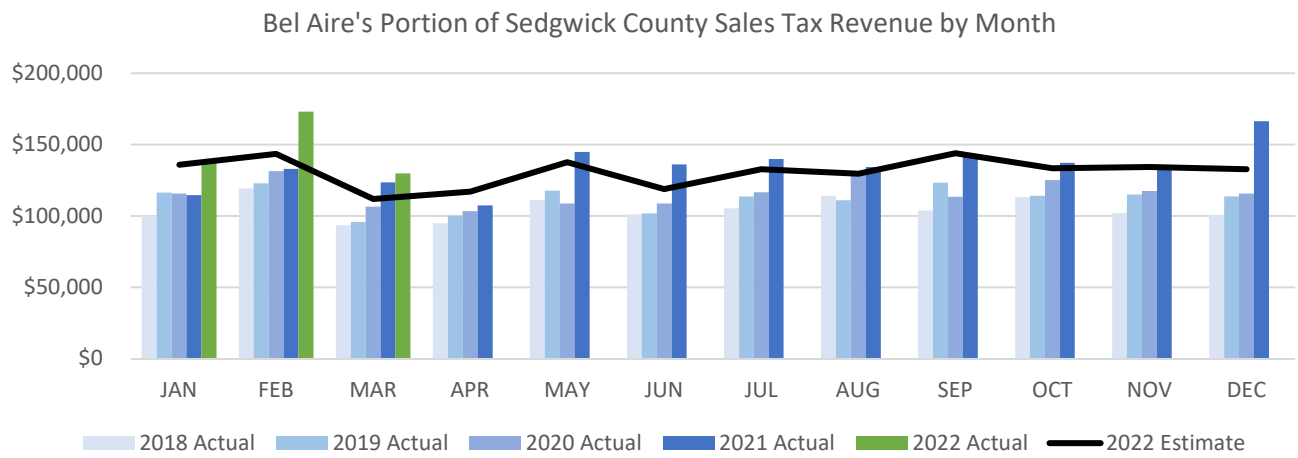
The primary revenue source for the City’s General Fund is property tax (51% of Total Revenues). Property taxes are billed by the county the November before our calendar year. Taxpayers are required to pay at least one-half in December and the remaining amount in May.

Property taxes collected in 2022 year-to-date were \$1,944,289 compared to \$1,913,672 in the same period in 2021, an increase of \$30,618 or 2%. (01-00-4000)



The City receives a portion of the Sedgwick County sales tax (22% of Total Revenues). Sales taxes are collected by the retailer and remitted to the State of Kansas Department of Revenue. The State then remits the sales taxes to the City. The process typically takes two months from the retail sale to the collecting of the sales tax.

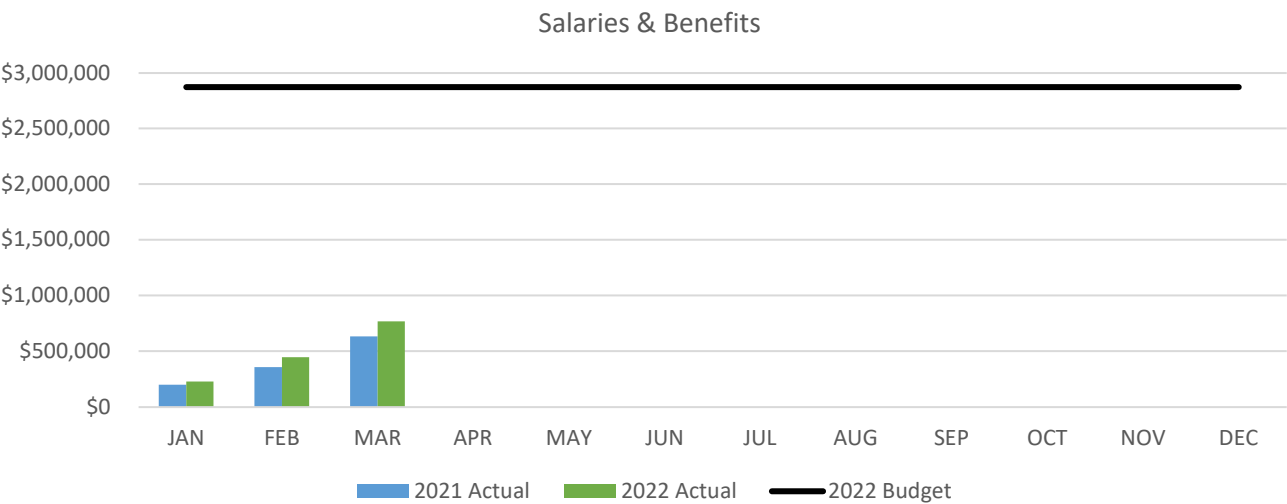
Sales taxes collected in 2022 year-to-date were \$442,099 compared to \$370,851 in the same period in 2021, an increase of \$71,248 or 19%.



Major Expenditure Highlights (General Fund)

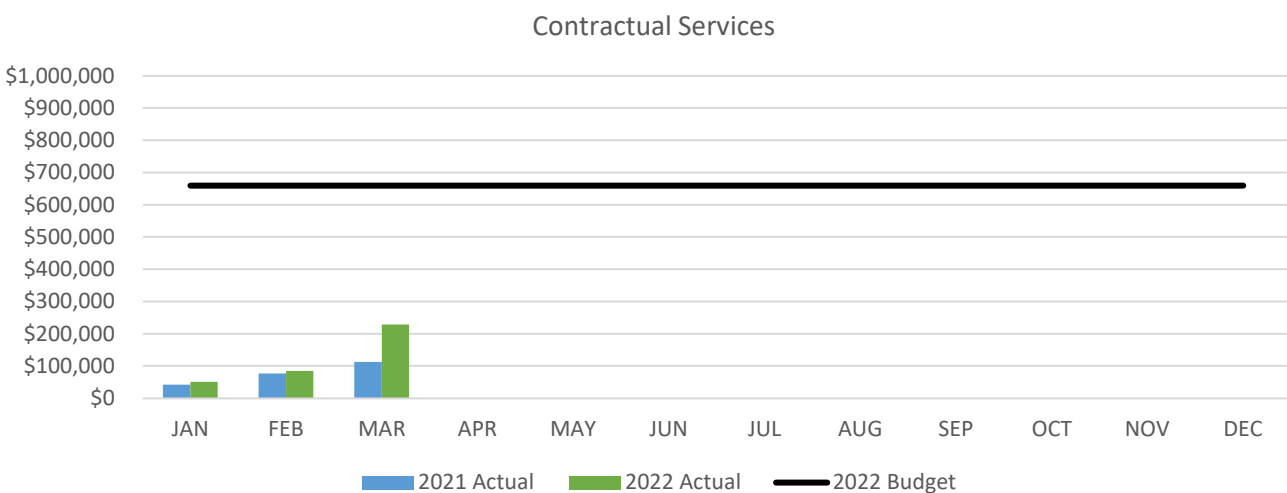
Salaries & Benefits

This expenditure category includes cost related to compensating employees, including employee benefits costs such as the city's contribution for retirement, social security, and health insurance. Employees are eligible for performance-based merit increases of 2.5% and performance-based bonus up to 2% based on their annual evaluation.



Contractual Services

Contractual services are costs related to legal agreements. Examples include: insurance premiums, utility costs, printing services, janitorial services, IT support and body camera storage.

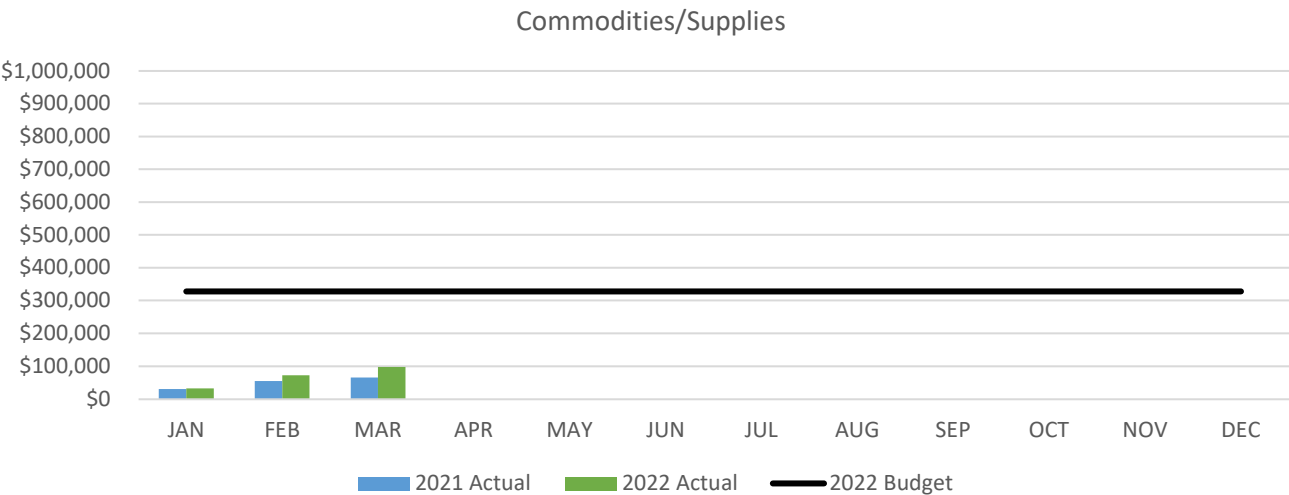


diff note: liability insurance (\$100K) was paid in march of 2022 vs. april of 2021.

Major Expenditure Highlights (General Fund)

Commodities/ Supplies

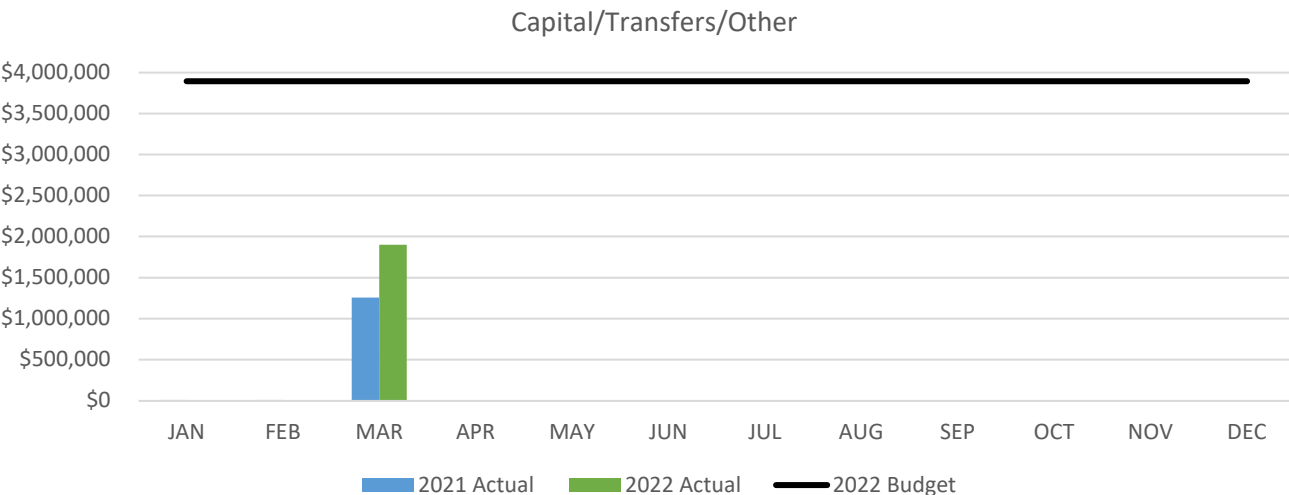
Commodities are expendable items purchased for operating activities. Examples include: fuel and maintenance for vehicles, postage, publications, safety equipment, construction material, materials for public grounds upkeep, and office supplies



diff note: \$20K chamber support

Capital/Transfers/Other

Other items include expenditures related to the purchase of equipment, transfers out, capital projects, and debt payments. Most year-over-year changes are due to capital projects, which fluctuate annually based on the CIP, available cash, and budget authority.



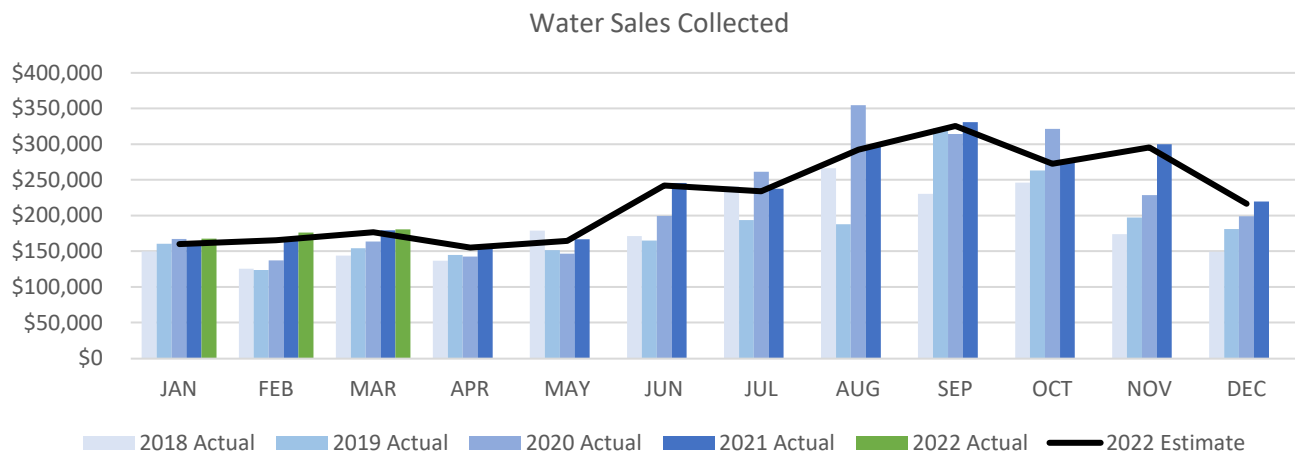
Water Fund

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	2,412,068			
Connection Fees	18,000	5,297	(12,703)	29%
Fire Standby	15,000	4,140	(10,860)	28%
Late Fees/ Service Charges	10,000	3,088	(6,912)	31%
Sprinkler Testing/ Permits	10,000	770	(9,230)	8%
Water Sales Collected	2,700,000	524,630	(2,175,370)	19%
Water Tap Fee	100,000	210,600	110,600	211%
Water Line Inspection	0	0	0	0%
Trash Administrative Fee	35,000	0	(35,000)	0%
Interest on Investments	1,500	71	(1,429)	5%
Other Revenues	10,000	5,275	(4,725)	53%
Total Revenue	2,899,500	753,871	(2,145,629)	26%
Personnel	342,034	99,144	(242,890)	29%
Wichita Water Purchased	571,000	68,001	(502,999)	12%
CCUA Operations	485,060	66,732	(418,328)	14%
CCUA Debt Service	571,000	144,458	(426,542)	25%
Other Contractual Services	349,000	36,291	(312,709)	10%
Commodities	311,550	34,470	(277,080)	11%
Capital Outlay	600,000	0	(600,000)	0%
Debt Service	51,714	25,857	(25,857)	50%
Transfer Out	259,632	259,632	0	100%
Total Expenditures	3,540,990	734,585	(2,806,405)	21%
Net Change in Fund Balance	(641,490)	19,286		
Fund Balance- ending	1,770,578			
% of Revenues	61%			

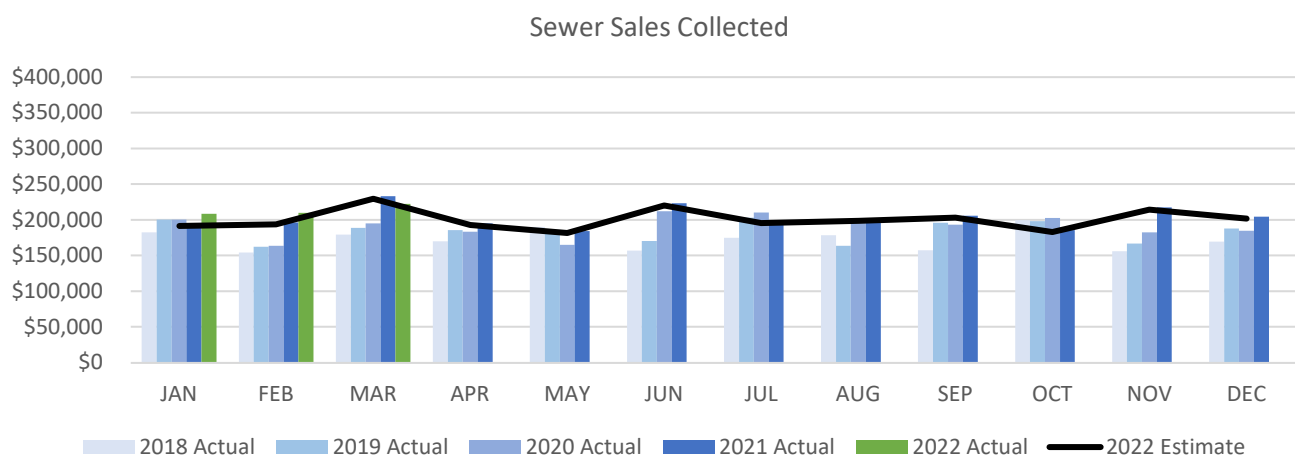
Key Water Fund Revenue Indicators:

Water sales collected year-to-date were \$524,630 compared to \$509,451 in the same period in 2021, an increase of \$15,179 or 3%. (02-00-4360)



Key Sewer Fund Revenue Indicators:

Sewer sales collected year-to-date were \$640,374 compared to \$622,978 in the same period in 2021, an increase of \$17,396 or 3%. (03-00-4400)



Sewer Fund

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	2,877,557			
Late Fees/ Service Charges	10,000	3,859	(6,141)	39%
Sewer Charges Collected	2,405,135	640,374	(1,764,761)	27%
Sewer Tap Fee	120,000	210,600	90,600	176%
Interest on Investments	300	138	(162)	46%
Other Revenues	0	0	0	0%
Total Revenue	2,535,435	854,971	(1,680,464)	34%
Personnel	371,451	99,429	(272,022)	27%
CCUA Operations	555,000	86,778	(468,222)	16%
CCUA Debt Service	725,000	182,240	(542,760)	25%
Other Contractual Services	238,200	16,161	(222,039)	7%
Commodities	298,500	17,602	(280,898)	6%
Capital Outlay	600,000	0	(600,000)	0%
Debt Service	31,689	15,845	(15,844)	50%
Transfer Out	299,305	299,305	0	100%
Total Expenditures	3,119,145	717,359	(2,401,786)	23%
Net Change in Fund Balance	(583,710)	137,612		
Debt Service Reserve Account	(700,000)			
Fund Balance- ending	1,593,847			
% of Revenues	63%			

Solid Waste Fund

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	247,374			
Trash Fees Collected	419,220	112,173	(307,047)	27%
Recycle Fees Collected	141,780	37,637	(104,143)	0%
Total Revenue	561,000	149,810	(411,190)	27%
Admin Fee to Water Fund	35,000	0	(35,000)	0%
Solid Waste Services	362,202	80,079	(282,123)	22%
Recycling Services	136,992	29,883	(107,109)	22%
Transfer Out (Street Maintenance Fund)	200,000	100,000	(100,000)	50%
Total Expenditures	734,194	209,962	(524,232)	29%
Net Change in Fund Balance	(173,194)	(60,152)		
Fund Balance- ending	74,180			
% of Revenues	13%			

Stormwater Fund

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	308,957			
Late Fees/ Service Charges	100	137	37	137%
Residential Fees	73,500	19,430		
Commercial Fees	12,000	3,049		
Total Revenue	85,600	22,616	(62,984)	26%
Contractual Services	5,000	0	(5,000)	0%
Drainage System Improvements	364,557	0	(364,557)	0%
Total Expenditures	369,557	0	(369,557)	0%
Net Change in Fund Balance	(283,957)	22,616		
Fund Balance- ending	25,000			
% of Revenues	29%			

Street Maintenance Fund

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	239,306			
State Fuel Tax	213,430	57,916	(155,514)	27%
County Fuel Tax	92,730	24,850	(67,880)	27%
Transfer From Solid Waste	200,000	100,000	(100,000)	50%
Other Revenues	0	0	0	0%
Total Revenue	506,160	182,766	(323,394)	36%
Personnel:	85,803	23,492	(62,311)	27%
Contractual:	118,567	36,522	(82,045)	31%
Commodities:	82,050	39,812	(42,238)	49%
Street Repair Materials (Gravel)	10,000	3,984	(6,016)	40%
Street Repair Materials (Paved)	50,000	487	(49,513)	1%
Capital Outlay:	155,000	0	(155,000)	0%
Total Expenditures	501,420	104,297	(397,123)	21%
Net Change in Fund Balance	4,740	78,468		
Fund Balance- ending	244,046			
% of Revenues	48%			

Equipment Replacement Reserve Fund (Non-Budgeted)

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	
Fund Balance- start	588,088	588,088	
Transfer from General Fund	100,000	100,000	
Transfer from Water Fund	100,000	100,000	
Transfer from Sewer Fund	100,000	100,000	
Sale of Equipment	0	0	
Other Revenues	0	0	
Total Revenue	300,000	300,000	
 FY21 Police Vehicle Purchase (PD)	 14,537	 14,537	< completed
FY21 Laptop Computers (PD)	28,285	3,553	< bid approved (waiting for delivery)
FY21 International Dump Truck (PW)	160,895	0	< bid approved (waiting for delivery)
 FY22 Taser Payment (PD)	 3,950	 3,950	< completed
FY22 Lexmark Mower (PW)	12,399	12,399	< completed
FY22 Mini Excavator (PW)	59,924	0	< bid approved (waiting for delivery)
FY22 Watchguard Server (PD)	10,000	0	< scheduled for replacement
FY22 Police Vehicle Purchase (PD)	50,000	0	< scheduled for replacement
FY22 Street Sealing Machine (PW)	65,000	0	< scheduled for replacement
FY22 F-150 Truck (P&Z)	45,000	0	< scheduled for replacement
FY22 Utility Task Vehicle (REC)	20,000	0	< scheduled for replacement
FY22 Rotary Mower (PW)	20,000	0	< scheduled for replacement
Total Expenditures	489,990	34,439	
 Net Change in Fund Balance	 (189,990)	 265,561	
Fund Balance- ending	398,098	853,649	

Capital Improvement Reserve Fund (Non-Budgeted)

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	
Fund Balance- start	761,053	761,053	
Transfer from General Fund	1,400,000	0	
Other Revenues	0	0	
Total Revenue	1,400,000	0	
 FY21 Sidewalk Projects	 2,200	 2,200	< completed
FY21 Engineering for 53rd Street	76,545	33,358	< bid approved (project in progress)
FY21 Street Evaluation/GIS	67,800	20,340	< bid approved (project in progress)
FY21 47th Street Reconstruction	243,312	0	< bid approved (project in progress)
 FY22 Street Projects (TBD)			< other future needs to consider
 PD Garage and Emergency Shelter (TBD)			< other future needs to consider
New Public Works Facility (TBD)			< other future needs to consider
Tornado Siren (\$75K)			< other future needs to consider
City Hall Energy Efficient HVAC (\$150K)			< other future needs to consider
City Hall Keyless Entry System (\$50K)			< other future needs to consider
Recreation Parking Lot Lighting (\$20K)			< other future needs to consider
 Total Expenditures	 389,857	 53,698	
 Net Change in Fund Balance	 1,010,144	 (53,698)	
Fund Balance- ending	1,771,197	707,356	

ARPA Fund (Non-Budgeted)

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD
Fund Balance- start	633,328	761,053
ARPA Deposit (July 2022)	633,328	0
Total Revenue	633,328	0
TBD	0	0
Total Expenditures	0	0
Net Change in Fund Balance	633,328	0
Fund Balance- ending	1,266,656	0

Bond and Interest Fund

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	526,314	526,314		
Special Assessments	2,459,484	1,323,185	(1,136,299)	54%
Delinquent Special Assessments	35,000	25,371	(9,629)	72%
Transfer From General Fund	789,387	593,395	(195,992)	100%
Transfer From Water Fund	159,632	159,632	0	200%
Transfer From Sewer Fund	199,632	199,305	(327)	300%
Other Revenues	300	23	(277)	300%
Total Revenue	3,643,435	2,300,911	(1,342,524)	300%
Debt Service Principal	2,555,000	0	(2,555,000)	0%
Debt Service Interest	947,823	13,050	(934,773)	1%
Total Expenditures	3,502,823	13,050	(3,489,773)	0%
Net Change in Fund Balance	140,612	2,287,861		
Fund Balance- ending	666,926			

Land Bank Fund

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	1,657,100	1,657,100		
Residential Land Sales	0	471,099	471,099	
Commercial Land Sales	0	1,797,042	1,797,042	
Transfer In	200,000	0	(200,000)	
Other Revenues	100	16,721	16,621	
Total Revenue	200,100	2,284,862	2,084,762	
Contractual Services	237,500	349	(237,151)	
Special Assessments	0	0	0	
Total Expenditures	237,500	349	(237,151)	
Net Change in Fund Balance	(37,400)	2,284,512		
Fund Balance- ending	1,619,700	3,941,612		

Land Bank Fund

Pending Sales Report

	Current YTD	
125 acres (Sunflower Commerce Park Lots)	1,227,742	< completed
30 acres (south of K-254)	471,099	< completed
90 acres (Sunflower Commerce Park 2nd Add)	569,300	< completed
	2,268,141	< completed
160 acres (south of K-254)	1,037,880	< pending (july 2022)
24 acres (Lot 1, Block 10 Central Park Add)	270,000	< pending (september 2022)
	1,307,880	< pending

PBC Fund (Non-Budgeted)

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD
Fund Balance- start	152,123	152,123
Transfer from General (Land Debt)	1,158,310	878,591
Transfer from General (City Hall)	229,250	229,250
Transfer from General (Pool)	75,386	75,386
Willowbend Income	32,592	
Other Revenues		16,721
Total Revenue	1,495,538	1,199,948
Debt Payment (Land Debt)	1,158,310	0
Debt Payment (City Hall)	229,250	229,250
Debt Payment (Pool)	107,978	94,688
Other Expenses	152,123	0
Total Expenditures	1,647,661	323,938
Net Change in Fund Balance	(152,123)	876,010
Fund Balance- ending	0	1,028,132

City of Bel Aire, Kansas
Ammended Treasurer's Quarterly Financial Report
For the Fourth Quarter, Ending December 31, 2021

**Revenue receipts and expenses include fund transfers.*

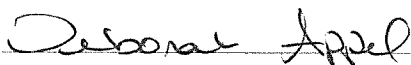
Fund Description	*Beginning Balance 10/01/2021	Revenue Receipts	Expenses	Ending Balance 12/31/2021
General Fund	4,490,085.20	898,368.57	1,825,928.82	3,562,524.95
Water Utility Fund	2,052,097.78	908,281.95	538,550.48	2,421,829.25
Sewer Utility Fund	2,795,634.37	708,319.21	559,111.46	2,944,842.12
Special Street & Highway Fund	234,545.44	86,178.00	83,998.19	236,725.25
Capital Improvement Reserve Fund	825,027.73	776,386.81	204,834.00	1,396,580.54
Equipment Reserve Fund	629,184.58	0.00	41,096.64	588,087.94
Bond & Interest Fund	2,738,225.46	33,529.86	2,245,441.25	526,314.07
Capital Projects Fund	50,543.43	342.28	11,631.18	39,254.53
Land Bank Fund	618,302.02	1,183,901.10	145,103.51	1,657,099.61
Solid Waste Utility Fund	281,102.44	145,391.36	144,044.25	282,449.55
Stormwater Utility Fund	290,892.54	21,818.92	3,754.36	308,957.10
Trustee Fund (COP & PBC)	143,617.50	139,089.06	113,862.05	168,844.51
Drug Forfeiture Funds	3,653.46	0.00	0.00	3,653.46
Capital Projects #2 Fund	8,192,825.07	2,558,085.50	6,029,618.21	4,721,292.36
Total Cash on Hand	23,345,737.02	7,459,692.62	11,946,974.40	18,858,455.24

**Beginning balance of some funds changed due to audit adjustments; but Total Cash on Hand remained the same.*

Temporary Notes (Outstanding)	17,890,000.00
General Obligation Bonds (Outstanding)	32,845,000.00
PBC Revenue Bonds (Outstanding)	15,925,000.00
Total Outstanding Debt	66,660,000.00

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

Deborah Appel, City Treasurer



City of Bel Aire, Kansas
Treasurer's Quarterly Financial Report
For the First Quarter, Ending March 31, 2022

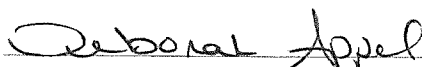
**Revenue receipts and expenses include fund transfers.*

Fund Description	Beginning Balance 01/01/2022	Revenue Receipts	Expenses	Ending Balance 03/31/2022
General Fund	3,562,524.95	2,737,890.63	2,984,950.07	3,315,465.51
Water Utility Fund	2,233,300.15	753,871.27	736,626.85	2,250,544.57
Sewer Utility Fund	3,098,371.22	854,971.34	715,138.73	3,238,203.83
Special Street & Highway Fund	236,725.25	182,765.62	103,589.80	315,901.07
Capital Improvement Reserve Fund	1,396,580.54	0.00	40,530.00	1,356,050.54
Equipment Reserve Fund	588,087.94	300,000.00	34,438.89	853,649.05
Bond & Interest Fund	526,314.07	2,300,911.36	13,050.00	2,814,175.43
Capital Projects Fund	39,254.53	0.00	27,754.12	11,500.41
Land Bank Fund	1,657,099.61	2,284,861.54	349.48	3,941,611.67
Solid Waste Utility Fund	317,449.55	149,809.92	209,962.26	257,297.21
Stormwater Utility Fund	308,957.10	22,615.64	0.00	331,572.74
Trustee Fund (COP & PBC)	168,844.51	1,183,226.87	323,938.75	1,028,132.63
Drug Forfeiture Funds	3,653.46	0.00	0.00	3,653.46
Capital Projects #2 Fund	4,721,292.36	573,027.94	2,623,659.62	2,670,660.68
Total Cash on Hand	18,858,455.24	11,343,952.13	7,813,988.57	22,388,418.80

Temporary Notes (Outstanding)	8,040,000.00
General Obligation Bonds (Outstanding)	32,845,000.00
PBC Revenue Bonds (Outstanding)	15,655,000.00
Total Outstanding Debt	56,540,000.00

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

Deborah Appel, City Treasurer



STAFF REPORT

DATE: April 8, 2022

TO: Ty Lasher, City Manager
Bel Aire City Council

FROM: Brian Hayes, Recreation Director

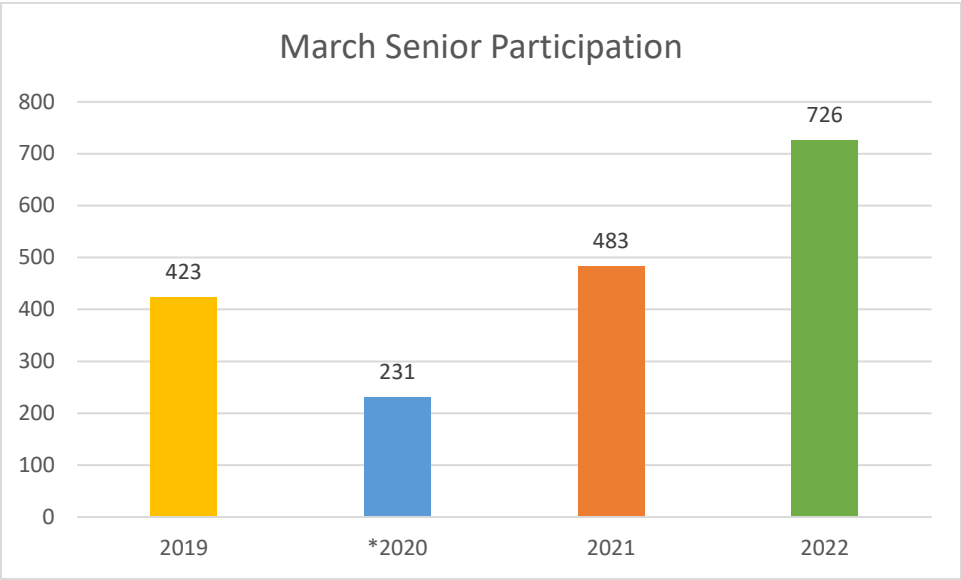
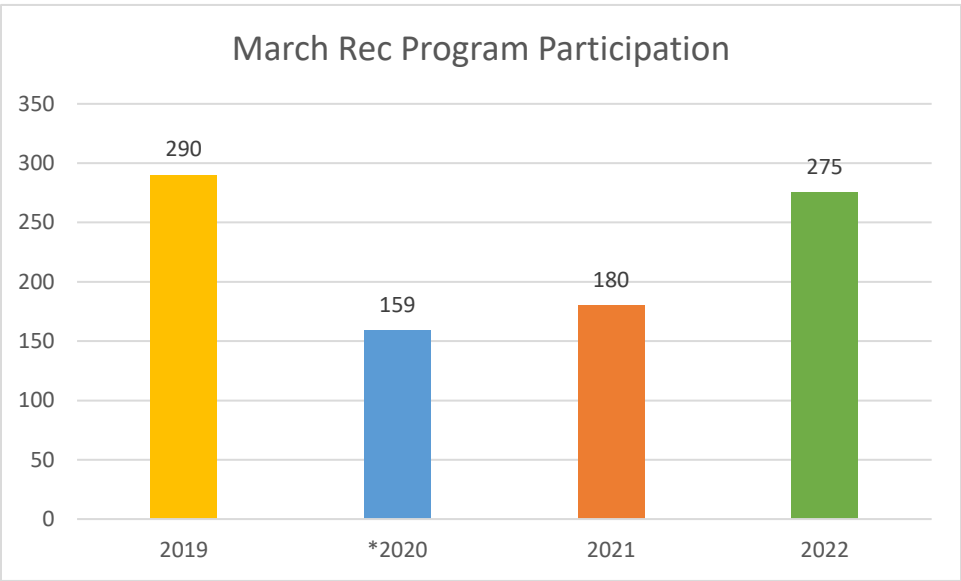
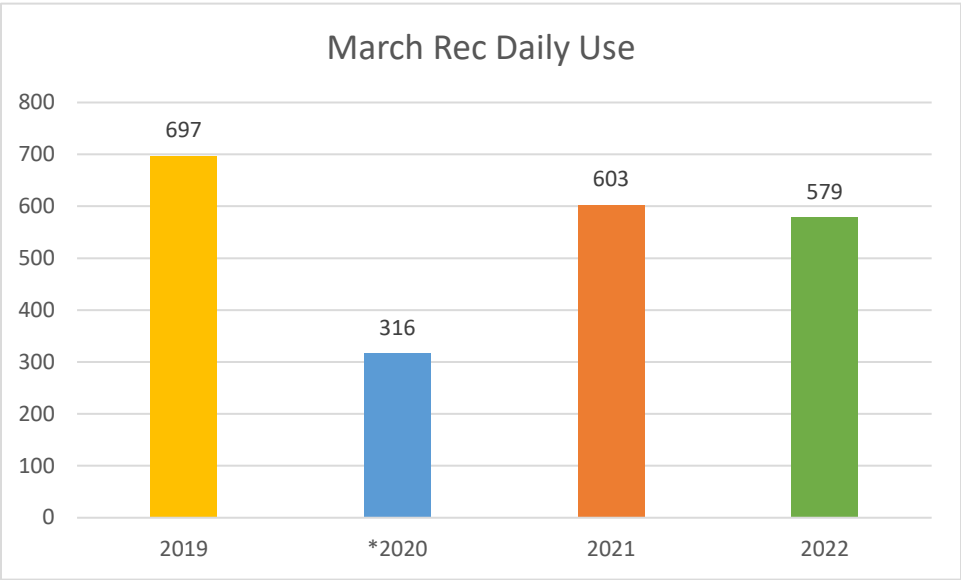
RE: **March Activities**

Recreation

- Indoor Soccer continues and will run through April 16th. This season there are 119 players on 12 teams compared to 60 last year.
- 6 Bel Aire Rec Heights League teams began practicing in March. There are 76 players this year compared to 57 last year. Sunrise Christian Academy baseball & softball teams also began practicing on Bel Aire Rec fields in March.
- 28 participants are registered in Tippi Toes Dance and Happy Feet Soccer compared to 36 last year.
- 15 school age children attended the Schools Out program during spring break. The program was not held in 2021.
- The licensing for Summer Day Camp is slow going. Two lead staff hires are currently being processed and applications for group leaders are being reviewed. An initial survey and site inspection is expected soon.
- Pickleball was up with 234 compared to 199 last month.
- Taekwondo was up with 21 students compared to 14 last month.
- Exercise classes were steady with 16 compared to 15 last month.
- January daily use was up with 579 compared to 456 last month. 95 paid day fees, 272 were pass holders, and 212 participated in various activities.
- Current & upcoming programs include & Spring Festival. Craft & Go and Blastball.

Seniors

- 726 seniors participated in line & folk dance, sewing, walking, bridge, exercise, arts & crafts, book club, 2 meals and several educational presentations compared to 539 last month.
- Tai Chi classes have been suspended. This evidence based program was being funded by Sedgwick County but it's time was up. Options were given to the participants to continue for a fee but the majority were unwilling to pay.
- Meetings & discussions continue with the Senior Club concerning the new funding policy. Staff is being patient but club comments and cooperation continues to be difficult. The main issue is with board members who don't want to and isn't following the policy. Staff is considering a different approach.
- Staff continues to engage Bel Aire Seniors with weekly and monthly emails and newsletters. Every week virtual tours of interesting venues, fun activities, and useful information are presented.
- Upcoming programs include the regular ongoing programs and several new educational & special events including a Decluttering presentation by a professional organizer on April 12th.



*Rec Closed on 3/18/2020

STAFF REPORT

DATE: 4/5/22

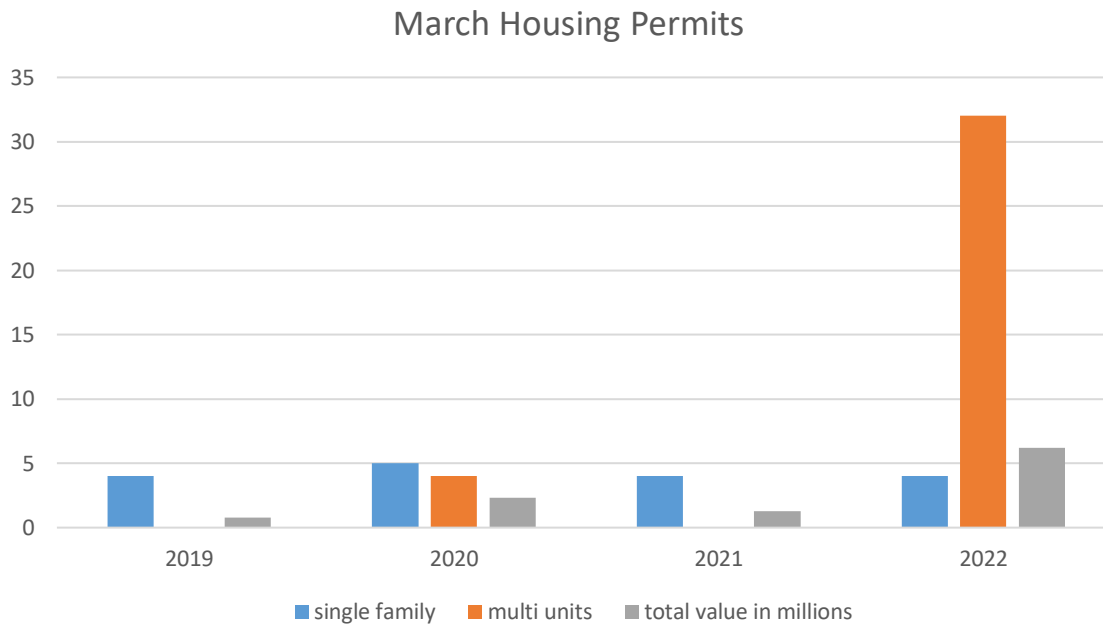
TO: City Council and City Manager

FROM: P&Z Department

RE: March Monthly report



Residential Construction update



City sidewalk grant program

The 2020 sidewalk reimbursement grant was a learning experience to say the least. The rules can be revised for the 2021 grant to fit the best practice for providing equal treatment for the citizens in need of a solution to cover all or part of the cost to get the abutting sidewalk repaired or replaced.

The city administration department made a majority of the first contacts to notify the abutting property owner that there was a dangerous sidewalk reported in the area of their home.

The rumor the city had a grant program under way generated emails and phone calls around September last year. At that point grant requests were being received and new sidewalk sections were added to the total that had yet to be replaced in the usual manner by a contractor chosen by the city for compliance.

The bids provided by the private sector as part of the grant applications combined with set of rules didn't fit well with quantity of grant applications received and the value placed on work yet to be completed.

The additional notifications to inform the citizens about the combined project to be completed by the contractor approved by the city with a maximum value based on square footages and the amount expected to be covered by the grant worked well and was a fair solution.

The grant helped over 22 separate households for the 2021 project, all but three, were done by the city contract. The city did receive a few “thank you” messages for covering their sidewalk section and how the city contractor did a great job.

Code correction



High windy days requires bracing framing in place while adding the next part of the puzzle.

City of Bel Aire, Kansas

STAFF REPORT

DATE: December 19, 2021

TO: Governing Body, City Manager

FROM: Planning Commission

RE: December Planning Commission Meeting Report



SD-21-03 Rock Spring 5th Final Plat

Planning Commission reviewed Northeast Developers, LLC's request to replat approximately 81.09 acres of R-5 Residential and C-1 Commercial in accordance with Article 4 of the City of Bel Aire Subdivision Regulations. The Commissioners studied the material provided by the applicant, including the proposed plat and other evidence presented by the representative for the applicant. The Developer's Agent discussed changes made to the layout between the Preliminary Plat and the Final Plat based on a change in ownership of the property to the north. The Commission conducted a public hearing on December 16, 2021 in relation to the application where interested parties and citizens were given the opportunity to be heard. There were no parties wishing to speak at the public hearing regarding this plat. Following the public hearing, the Planning Commission considered the evidence reviewed the report provided by permanent staff and found that the plat complied with all provisions and applicable regulations and laws.

Having thoroughly reviewed the issue, Planning Commission voted (by passing a 5-0 motion) to approve the final plat without changes and **recommends that the governing body accept the Developer's commitment to dedicate certain land within the plat for public purposes.**

SD-21-06 Proposed preliminary plat for approximately 22.76 acres (Skyview at Block 49 2nd).

Planning Commission reviewed the Block 49, LLC's request to replat approximately 22.76 acres of R-5 Residential in accordance with Article 4 of the City of Bel Aire's Subdivision Regulations. The Commissioners studied the material provided by the applicant, including the proposed plat. The Commission conducted a public hearing on December 16, 2021 in relation to the application where interested parties and citizens were given the opportunity to be heard. There were no parties wishing to speak at the public hearing regarding this plat. Following the hearing, the Planning Commission considered the evidence and found that the plat complied with all provisions and applicable regulations and laws.

Having thoroughly reviewed the issue Planning Commission voted (by passing a 5-0 motion) to **approve the preliminary plat without changes.**

SD-21-04 – Proposed re-zoning of approximately 12.44 acres zoned C-1 Neighborhood Commercial to C-2 Commercial Development with PUD Overlay.

Planning Commission reviewed Block 49, LLC’s request to rezone property generally located northwest of 49th and Webb Road in accordance with Article 5 of the City of Bel Aire’s Zoning Regulations. Planning Commission studied the material provided by the applicant. The Commission conducted a public hearing in relation to the application where interested parties and citizens were given the opportunity to be heard. No interested parties, other than the agent for the applicant showed up to speak either for or against the proposed rezoning.

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

Zoning uses of nearby property:

- The requested zoning fits between the R-5 to the west and the current C-2 Commercial zoning of Tierra Verde to the South. The north is as of yet undeveloped and remains zoned AG Agricultural. The Developer plans to install a concrete screening wall with landscaping between the proposed development and the adjacent uses.

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

- The property is currently zoned C-1. The change to C-2 Commercial with PUD Overlay will be in line with the current zoning of the property to the South.

Extent to which the change will detrimentally affect nearby property:

- The Applicant is also the Owner and Developer of the property to the West. They will provide adequate screening between the C-2 Commercial and the surrounding properties. The C-2 Commercial property to the south is as of yet undeveloped.

Having thoroughly reviewed the issue Planning Commission voted (by passing a 5-0 motion) to **recommend rezoning of the property from C-1 Neighborhood Commercial to C-2 Commercial with PUD Overlay.**

SD-21-04 (Skyview at Block 49 3rd) Proposed preliminary plat for approximately 12.44 acres.

Planning Commission reviewed the Block 49, LLC’s request to replat approximately 12.44 acres of C-2 Commercial with PUD Overlay in accordance with Article 4 of the City of Bel Aire’s Subdivision Regulations. The Commissioners studied the material provided by the applicant, including the proposed plat. The Commission conducted a public hearing on December 16, 2021 in relation to the application where interested parties and citizens were given the opportunity to be heard. There were no parties wishing to speak at the public hearing regarding this plat. Following the hearing, the Planning Commission considered the evidence and found that the plat complied with all provisions and applicable regulations and laws.

Having thoroughly reviewed the issue Planning Commission voted (by passing a 5-0 motion) to **approve the preliminary plat without changes.**

Comprehensive Plan Review Hearing – Staff requested that the Planning Commission table the Comprehensive Plan Review hearing until a later date to allow staff to incorporate new Census numbers that would be available in the late spring of 2022.

Planning Commission voted (by passing a 5-0 motion) to **table the Comprehensive Plan Review Hearing until a later date.**

MANAGERS REPORT



DATE: April 19, 2022
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: April 14, 2022 Agenda

Proclamations (Item V)

LifeSmarts- LifeSmarts is a student organization that provides real-world education about consumer rights and responsibilities, the environment, health and safety, personal finance, and technology. The Sunrise Christian Academy LifeSmarts Team recently won 1st place for the State and will be representing the State of Kansas at Nationals in Washington, D.C. on April 21-24. Peggy O'Donnell, SCA LifeSmart's sponsor, will be at the meeting to accept the proclamation.

Arbor Day – This year marks the 150th Anniversary of Arbor Day. Additionally, Bel Aire was recently honored with the Tree City USA designation for the 26th year in a row. The Tree Board and Parks Department will host a tree dedication ceremony in Central Park on April 30th to celebrate Arbor Day. President Gary Northwall plans to be at the meeting to share details.

Consent Agenda (Item VII)

Contains the Minutes of the April 5th City Council meeting.

In addition, the consent agenda contains the Petitions and Resolutions authorizing Paving, Sanitary Sewer, and Water Improvements for Bristol Hollow Phase 2.

Appropriations Ordinance (Item VIII)

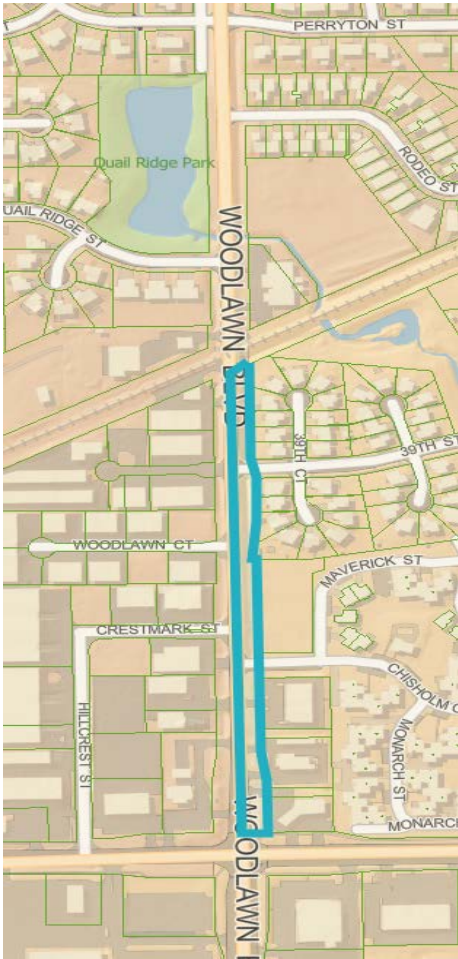
The reporting period for AP ORD 22-07 includes one payroll period. Expenses to note include full payment to PEC for the Biennial Bridge Inspection (\$3,000) and Base Grant Assistance (\$6,200) as well as second payment towards the Street Evaluation project.

City Requested Appearances (Item IX)

Dakota Zimmerman and Eric Strecker from Garver will be at the meeting to update Council on the progress to date, what comes next and answer any questions.

Annexation Ordinance for Woodlawn (Item A)

Currently, the east half of Woodlawn Avenue from 37th Street to the Union Pacific rail crossing is owned by Sedgwick County. The west half and remaining portion going north is Bel Aire’s. The intersection and going south belongs to the City of Wichita. Sedgwick County requested Bel Aire annex the road in 2017 citing K.S.A. 12-520. Bel Aire suggested if Sedgwick County would cover the five-lane expansion for their part of Woodlawn, Bel Aire would agree to annex the county’s portion. That agreement was signed by Sedgwick County in January and then by Bel Aire City Council on February 1, 2022. As a final step, the Ordinance approving the annexation now comes before Council for approval. Staff recommends approving the annexation Ordinance.



Zoning Ordinance for Skyview at Block 49 3rd (Item B)

The Developer of Skyview at Block 49 3rd requested a zoning classification change from AG Agricultural to C-1 and C-2 Commercial with a PUD Overlay. At their December meeting, Planning Commission reviewed the request and held a public hearing regarding the matter. At the public hearing, citizens and interested parties were given an opportunity to be heard. No interested parties, other than the agent for the applicant showed up to speak either for or against the proposed rezoning. Following the public hearing, Planning Commission considered the evidence and discussed the plat in relation to the zoning code and the ‘Golden Factors’ for zoning. After thoroughly reviewing the matter, the Planning Commission voted (by

passing a 5-0 motion) to recommend approval of the rezoning. The request, in the form of a zoning ordinance, now comes before Council for final approval.



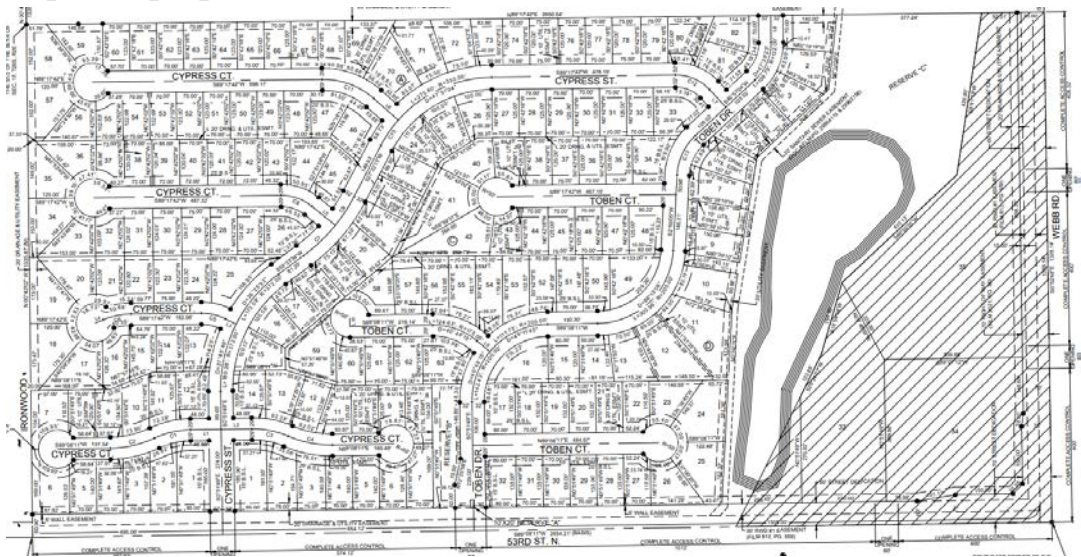
Agreement for Professional Services, Bristol Hollow, Phase 2 (Item C)

The Developer is ready to move ahead with engineering design on the second phase of Bristol Hollow and has asked Garver to prepare this agreement for professional engineering services. The engineering design costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends that Council accept the Agreement for Professional Services from Garver in the amount of \$208,200.



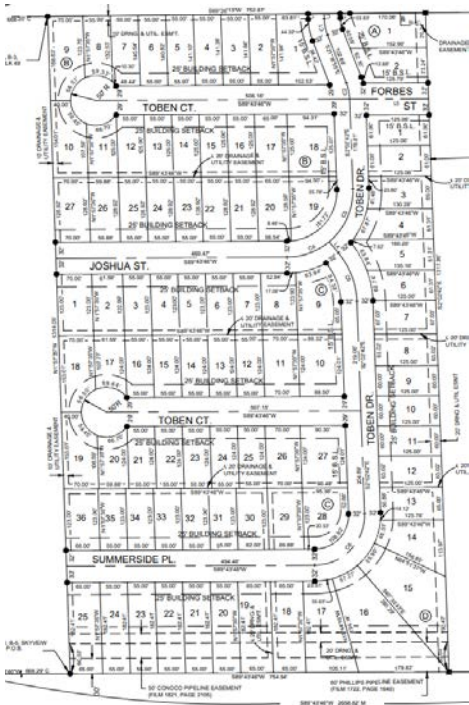
Dedications, Final Plat of Rock Spring 5th (Item D)

Also at their December meeting, the Planning Commission reviewed the Northeast Developers, LLC’s request to replat approximately 81 acres of R-5 Residential and C-1 Commercial, and conducted a public hearing regarding the matter. At the public hearing, citizens and interested parties were given an opportunity to be heard. There were no parties wishing to speak at the public hearing regarding this plat. Having thoroughly reviewed the issue, Planning Commission voted (by passing a 5-0 motion) to approve the final plat without changes and recommends that the governing body accept the Developer’s commitment to dedicate certain land within the plat for public purposes.



Development Agreement for Skyview at Block 49 2nd (Item E)

For every new development, the City requires a Development Agreement be negotiated and approved. This agreement spells out, in writing, the responsibilities of each party during construction and after. The agreement is filed with the plat for future reference. Staff and the Developers have agreed upon the language contained in this agreement and it is now ready for final approval by the City Council.



Bid for Replacement Rotary Mower (Item F)

The City's rotary mower is scheduled for replacement in 2022. This mower gets heavy use mowing 90% of the ditches and large areas of land. The current rotary mower being replaced is a 2006 Land Pride RC5015 and 16 years old. Many of the parts are getting worn out, expensive and difficult to find. In addition, downtime results in ditches not getting mowed causing safety issues for drivers. Funding for this replacement was planned and is available in the 2022 Equipment Replacement Reserve Fund. Bids went out to three dealers with the low bid from Schmidt and Sons. Schmidt and Sons currently have a mower in stock. Staff recommends that Council accept the quote from Schmidt and Sons in the amount of \$17,400 for the new rotary mower.



Bid for Mastic street repair machine (Item G)

In the past, Public Works has used many different methods to repair streets. These include pothole filling, crack sealing, surface milling and patching, and full depth asphalt repair. Last year, Public Works rented a mastic melting machine to try. They realized a great value in the machine when making many types of street repairs, including potholes, wide cracks and joints, skin-patch repairs, leveling manholes, and leveling bridge deck approaches. It can be used for larger repairs than those typically repaired by crack sealing. In some situations it can also be used in place of hot asphalt for repairing most street cracks. Additionally, the mastic method is much faster than the milling method. Staff was able to repair roughly 5 times more street cracks per day, using fewer staff. Last year staff reserved and rented the only mastic machine available in the Wichita area at a cost of about \$1,000 per week. Anticipating the need for many more street repairs in the next few years, staff requested bids from the two local vendors that sell these machines. Staff recommends that Council accept the low bid from Crafcro for \$66,992.80.



Executive Session (Item XIII)

Staff is requesting an executive session.