



**AGENDA**  
**CITY COUNCIL MEETING**  
7651 E. Central Park Ave, Bel Aire, KS  
March 07, 2023 7:00 PM



**I. CALL TO ORDER:** Mayor Jim Benage

**II. ROLL CALL**

Greg Davied \_\_\_\_ Tyler Dehn \_\_\_\_ Emily Hamburg \_\_\_\_  
Justin Smith \_\_\_\_ John Welch \_\_\_\_

**III. OPENING PRAYER:** Gary Green

**IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**

**V. PROCLAMATION**

**A.** American Red Cross Month, March 2023

**VI. DETERMINE AGENDA ADDITIONS**

**VII. CONSENT AGENDA**

**A.** Minutes of the February 21, 2023 City Council meeting.

**B.** Approve Bellino Fireworks Kansas, Inc to be located at 4552 N Woodlawn Blvd as qualifying for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.

**C.** Approve Shocker Fireworks to be located at 4501 N Oliver as qualifying for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.

**D.** Approve Waz Up Fireworks, LLC to be located at 9745 E 50<sup>th</sup> St N (Clinic In A Can) as qualifying for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.

**E.** Approve Wholesale Fireworks Enterprises, LLC to be located at 6334 E Crestmark as qualifying for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.

**F.** Final Amendment to Employment Contract – City Attorney

**G. Confirm the Mayor's appointment of Gary Breault to the Aurora Park Gravel Roads Task Force.**

**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 23-04 in the amount of \$729,446.02.**

**Action:** Motion to (accept / deny / table) Appropriations Ordinance 23-04.

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

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

**X. REPORTS**

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

**XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**

**A. Consideration Of Approving An Incentive Agreement Between City Of Bel Aire, Kansas And Integra Technologies, Inc.**

**Action:** Motion to (accept / deny / table) An Incentive Agreement Between City Of Bel Aire, Kansas And Integra Technologies, Inc. and authorize the Mayor to sign.

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

**B. Consideration of A Letter Of Support For Integra Technologies Chips For American Incentives Proposal.**

**Action:** Motion to ( approve / deny / table) A Letter Of Support For Integra Technologies Chips For American Incentives Proposal and authorize the Mayor to sign.

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

**C. Consideration of A Resolution Of Support For Integra Technologies Chips For American Incentives Proposal.**

**Action:** Motion to ( approve / deny / table) A Resolution Of Support For Integra Technologies Chips For American Incentives Proposal and authorize the Mayor to sign.

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

**D. Consideration of Consideration of Letter of Intent to Issue Industrial Revenue Bonds for Integra Technologies, Inc.**

**Action:** Motion to (approve / deny / table) A Letter of Intent to issue Industrial Revenue Bonds for Integra Technologies, Inc and authorize the Mayor to sign.

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

**E. Special Presentation and Recess.**

**Action:** Motion to recess for \_\_\_\_ minutes and return to regular session at \_\_\_\_\_ pm.

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

**F. Consideration of accepting a quote for development of a new Comprehensive Development Plan. Quotes were received from three companies:**

<u>Contractor</u>	<u>Amount</u>
Multistudio	\$39,815
PEC	\$53,000
RDG	\$125,000

**Action:** Motion to (accept / deny / table) the quote from \_\_\_\_\_ in the amount not to exceed \$ \_\_\_\_\_ and authorize the Mayor to sign.

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

**G. Consideration of the Change Order Request from Pearson Construction for the addition of retaining walls in the northeast and southeast corners of Woodlawn and Odessa in the amount of \$38,556.00.**

**Action:** Motion to (approve / deny / table) the Change Order Request from Pearson Construction in the amount of \$38,556.00 for retaining walls in the northeast and southeast corners of Woodlawn and Odessa, and authorize the Mayor to sign all related documents.

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

**H. Consideration of the quote from Dondlinger Construction for the lowering of the 18” water line and plugging the 6” water line at 44<sup>th</sup> and Woodlawn in the amount of \$44,500.00.**

**Action:** Motion to (approve / deny / table) the quote from Dondlinger Construction in the amount of \$44,500.00 for lowering the 18” water line and plugging the 6” water line at 44th and Woodlawn, and authorize the Mayor to sign all related documents.

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

**I. Consideration of A Consent To and Agreement For Annexation for a parcel located on the South Side of 53rd Street (Kilgore property).**

**Action:** Motion to (accept / deny / table) the Consent To and Agreement For Annexation for the Kilgore property and authorize the Mayor to sign.

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

**J. Consideration of An Ordinance Annexing And Incorporating [the Kilgore Property] Into The Boundaries Of The City Of Bel Aire, Kansas.**

**Action:** Motion to approve/table/deny the annexation of [the Kilgore Property] Into The Boundaries Of The City Of Bel Aire, Kansas, and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Roll Call Vote:

Greg Davied \_\_\_\_\_ Tyler Dehn \_\_\_\_\_ Emily Hamburg \_\_\_\_\_

Justin Smith \_\_\_\_\_ John Welch \_\_\_\_\_

**XII. CITY REQUESTED APPEARANCES**

**A. 45th Street Update - Ken Lee and Chris Bohm, Garver**



### **XIII. EXECUTIVE SESSION**

**Action:** Motion to go into executive session for the sole purpose of discussion the subject of: (\_\_\_\_\_), pursuant to the KSA 75-4319 exception for: (\_\_\_\_). Invite the City Manager and the City Attorney. The meeting will be for a period of (\_\_) minutes, and the open meeting will resume in City Council Chambers at (\_\_\_\_) PM.

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

### **XIV. DISCUSSION AND FUTURE ISSUES**

**A. Monthly Workshop – March 14, 2023 at 6:30 pm?**

### **XV. ADJOURNMENT**

**Action:** Motion to adjourn.

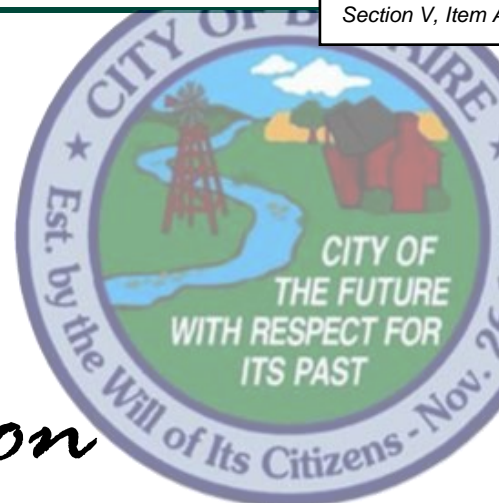
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

#### *Additional Attachments*

- A.** Planning Commission Minutes, January 12, 2023
- B.** Aurora Park Gravel Roads Task Force Minutes, January 19, 2023
- C.** Tree Board Minutes, October 2022
- D.** UAC Minutes, January 2023
- E.** Manager's Report - March 7, 2023

#### **Notice**

*It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Rebroadcasts of this meeting can be streamed on YouTube and at [www.belaireks.gov](http://www.belaireks.gov). Please make sure all cell phones and other electronics are turned off and put away.*



# Proclamation

## American Red Cross Month, March 2023

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

**WHEREAS**, March is American Red Cross Month - a special time to recognize and thank our heroes—those who volunteer, take life-saving courses or provide financial donations to support an organization whose mission is to help those in need; and

**WHEREAS**, we would like to remember those who help all of us here in Bel Aire, KS by giving their time to help their neighbor and thank our heroes, our volunteers, class takers and financial supporters who help us assist those in need; and

**WHEREAS**, in the City of Bel Aire, the American Red Cross works tirelessly through its employees and thousands of volunteers to help when disaster strikes, when someone needs life-saving blood or the comfort of a helping hand; and

**WHEREAS**, across the country, the American Red Cross responds to nearly 70,000 disasters a year, and provides some 400,000 services to military members, veterans and civilians, collects and distributes about 40 percent of the nation's blood supply and trains more than seven million people in first aid, water safety and other lifesaving skills every year; and

**WHEREAS**, our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission. The American Red Cross continues to offer help and comfort to those in need.

**NOW, THEREFORE**, I, Jim Benage, Mayor of the City of Bel Aire, on behalf of the entire City Council, do hereby proclaim March 2023 as American Red Cross Month in Bel Aire.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 7th day of March, 2023.

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Jim Benage, Mayor





**MINUTES**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**February 21, 2023 7:00 PM**



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

**II. ROLL CALL**

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

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, Assistant City Manager Ted Henry, City Engineer Anne Stephens, Director of Community Development Jay Cook, City Clerk Melissa Krehbiel, and Sarah Steele and Kevin Cowan of Gilmore and Bell, Bond Council for the City.

**III. OPENING PRAYER:** Dr. Rob Lindsted provided the opening prayer.

**IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**

Mayor Benage led the pledge of allegiance.

**V. PROCLAMATION**

**A. Severe Weather Awareness Week, March 6-10, 2023**

Councilmember Davied read the proclamation and Mayor Benage signed it.

**VI. DETERMINE AGENDA ADDITIONS:** There were no additions.

**VII. CONSENT AGENDA**

**A. Minutes of the February 7, 2023 City Council meeting.**

**B. Minutes of the February 9, 2023 City Council Special Meeting.**

Mayor Benage added agenda items XIII D and XIII H to the consent agenda.

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

**VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE**

**A. Consideration of Appropriations Ordinance 23-03 in the amount of \$2,026,332.65.**

**MOTION:** Councilmember Davied moved to accept Appropriations Ordinance 23-03. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

**IX. CITY REQUESTED APPEARANCES:** There were none.

**X. CITIZEN CONCERNS**

Rebecca Armstrong, 4306 N Rushwood, spoke about her concerns about the impact of recent development in Bel Aire. She is concerned that recently built duplexes are unaffordable to many, and are not connected to sidewalks, parks, or open spaces.

**XI. PUBLIC HEARING**

**A. Bayside Development Project** – The purpose of the public hearing is to hear from taxpayers and other interested parties regarding the proposed issuance by the City of its Taxable Industrial Revenue Bonds (Bayside Development Project), in a principal amount not to exceed \$150,000,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds.

Rebecca Armstrong, 4306 N Rushwood, spoke about her concerns about public notice of the proposed development and the proper EPA permits for the site. She has not seen plans for this on the City website or in the newspaper.

**MOTION:** Councilmember Hamburg moved to close the public hearing. Councilmember Smith seconded the motion. *Motion carried 5-0.*

**XII. REPORTS**

**A. Council Member Reports**

Councilmember Dehn reported that the Bel Aire Chamber of Commerce will hold a monthly luncheon next Wednesday at City Hall, and a K-254 Development meeting will be held at City Hall this Friday.

Councilmember Hamburg reported that Resurrection Church will hold a blood drive on March 4<sup>th</sup>.

**B. Mayor's Report**

Mayor Benage reported that he met with Bel Aire Chamber representatives last week and discussed marketing for Bel Aire. He also sent comments in opposition to Senate Bill 47, which would ban plastic bags, to Senate Commerce Committee Chair Renee Erickson. The bill would go against constitutional homerule for cities. He also encouraged citizens to contact their state senator in opposition to SB210 which would allow for party affiliation of candidates to be marked on local election ballots.

Mayor Benage thanked staff for the informative insert regarding utility bill fees in the January water bill.

Regarding upcoming events, the Utility Advisory Committee will tour the Waste Connections recycling facility on May 10<sup>th</sup>. Citizens interested in attending should RSVP to Committee

Chairperson Art Tenbrink. He also encouraged the public to attend a public meeting at Great Plains Nature Center on March 2<sup>nd</sup> regarding K-96 improvements.

C. City Attorney Report

City Attorney Kelly briefly reported on state legislative news. She also reported on the development approval process in Bel Aire. Anyone can request information on a development, such as site plans, once it gets to the Planning Commission process. Once the developer applies through the Planning Commission, public notice will be published in the official City newspaper, the Ark Valley News.

D. City Manager Report

City Manager Lasher briefly reported on the development process, related to questions from the public hearing earlier in the meeting. Today’s public hearing for Bayside Development was related to financing. The development will then go through the Planning Commission public hearing process.

XIII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. 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 Multiple Warehouse And Manufacturing Facilities To Be Located In The City; And Authorizing Execution Of Related Documents.

**MOTION:** Councilmember Dehn moved to accept 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 Multiple Warehouse And Manufacturing Facilities To Be Located In The City; And Authorizing Execution Of Related Documents and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

B. Consideration of approving the second five years, of a total ten year of tax abatements for the 2017 Wickham Glass Industrial Revenue Bond (IRB).

**MOTION:** Councilmember Smith moved to approve the second five years of tax abatements for the 2017 Wickham Glass IRB and authorize all required signatures. Councilmember Welch seconded the motion. *Motion carried 5-0.*

C. Consideration of An Order (V-23-01) Vacating A Portion Of A Platted Building Setback Line On Certain Property Located In Aurora Park at 4130 N Harding Ave.

**MOTION:** Councilmember Hamburg moved to approve An Order (V-23-01) Vacating A Portion Of A Platted Building Setback Line On Certain Property Located In Aurora Park at 4130 N Harding Ave and authorize the Mayor to sign. Councilmember Smith seconded the motion.  
Roll Call Vote:

Greg Davied – Aye  
Justin Smith – Aye  
*Motion carried 6-0.*

Tyler Dehn – Aye  
John Welch – Aye

Emily Hamburg – Aye  
Mayor Jim Benage – Aye

- D. Consideration of accepting the Engineering Agreements with KE Miller for the design and construction staking of the Water Distribution System, Sanitary Sewer Collection System, and Street and Storm Sewer System to serve Elk Creek 3rd.**

This item was accepted earlier in the meeting, under the Consent Agenda.

- E. Consideration of Agreements for Annexation for two adjacent parcels located on Webb Rd half way between 45th and 53rd Streets (Bryant properties).**

**MOTION:** Councilmember Welch moved to accept the Consent To and Agreements For Annexation for the Bryant properties, and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

- F. Consideration of An Ordinance Annexing And Incorporating A Portion Of Section 21-26-2E Into The Boundaries Of The City Of Bel Aire, Kansas.**

**MOTION:** Councilmember Welch moved to approve the annexation of portions of section 21-26-2E into the corporate limits of the City of Bel Aire and authorize the Mayor to sign. Councilmember Davied seconded the motion.

Roll Call Vote:

Greg Davied – Aye  
Justin Smith – Aye  
*Motion carried 5-0.*

Tyler Dehn – Aye  
John Welch – Aye

Emily Hamburg – Aye

- G. Consideration of the Change Order Request from Pearson Construction for the addition of retaining walls in the northeast and southeast corners of Woodlawn and Odessa in the amount of \$38,556.00.**

Councilmembers requested more information from the City Attorney about future maintenance responsibilities of the City for the proposed retaining walls.

**MOTION:** Councilmember Hamburg moved to table the Change Order Request from Pearson Construction in the amount of \$38,556.00 for retaining walls in the northeast and southeast corners of Woodlawn and Odessa. Councilmember Welch seconded the motion. *Motion carried 5-0.*

- H. Consideration of accepting the Engineering Agreement with Garver for the design, construction staking and project administration / observation for storm water and paving improvements in Aurora Park (\$112,850) and Cozy Drive (\$80,125).**

This item was accepted earlier in the meeting, under the Consent Agenda.

**XIV. EXECUTIVE SESSION**

**MOTION:** Councilmember Welch moved to take a 7-minute recess. Councilmember Smith seconded the motion. *Motion carried 5-0.*

The Council then held a brief recess.

**MOTION:** Councilmember Hamburg moved to go into executive session for the sole purpose of discussing the subject of: Consulting with attorney regarding municipal utility obligations, pursuant to the KSA 75-4319 exception for the same. Invite the City Manager, Assistant City Manager, the City Attorney, and Ken Lee. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 8:30. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 8:34 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

**MOTION:** Councilmember Dehn moved to go into executive session for the sole purpose of discussing the subject of: preliminary contract negotiations under attorney-client privilege, pursuant to the KSA 75-4319 exception for attorney-client privilege. Invite the City Manager, Assistant City Manager, the City Attorney, Kevin Cowan, and Jeff White. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 9:05 p.m. Councilmember Smith seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 9:09 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

**XV. DISCUSSION AND FUTURE ISSUES:** Mayor Benage asked staff to investigate the construction details and schedule for the credit union building that has begun the Wichita side of Woodlawn. The dirt is currently built up higher than the Bel Aire sidewalk.

**XVI. ADJOURNMENT**

**MOTION:** At 9:10 p.m., Councilmember Welch moved to adjourn. Councilmember Davied seconded. *Motion carried 5-0.*



7651 E Central Park Ave  
Bel Aire, KS 67226

02/10/2023

Dear Fireworks Vendor:

This is a courtesy letter to remind you that applications can now be accepted for retail sale of fireworks for the 2023 season. Per City Code, the first time City Council may review applications is at the first meeting in March. Please return your application and all required materials to me by **5:00 p.m. on March 1, 2023**, so that your application can be reviewed for approval at the first City Council meeting in March.

Per City Code, the City shall only issue four permits to retail establishments or premises to sell or transfer fireworks in any calendar year. Priority of approvals shall be based upon the date upon which the application was received by the city clerk. Applications will be accepted through May 4<sup>th</sup>.

I have enclosed the application. Please note that the required drawing of your sales site should include all signage, entrances and exits. I have also enclosed a copy of the City Code chapter on Fireworks. Please note that **Fireworks Sales times remain the same (8:00 a.m. to 10:00 p.m., June 27<sup>th</sup> through July 4<sup>th</sup>)** However, fireworks detonation times have expanded. This year, fireworks may be detonated within the City limits from 9:00 a.m. to 11:00 p.m., June 27<sup>th</sup> through July 4<sup>th</sup>.

If you have any questions about your site or signage, please contact Building Inspector Keith Price at 316-744-2451 ext. 120 or [bldginsp@belaireks.gov](mailto:bldginsp@belaireks.gov).

If you have questions about the City Code or permit approval process, please contact me at 316-744-2451 ext. 200 or [cityclerk@belaireks.gov](mailto:cityclerk@belaireks.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Melissa Krehbiel".

Melissa Krehbiel, CMC  
City Clerk

Enclosures





CITY OF BEL AIRE



APPLICATION FOR RETAIL SALES OF FIREWORKS

Date of Application: 1/11/2023

Square footage of Structure: 6684

**OFFICE USE ONLY**

**APPLICATION REVIEWED AND:**

**APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_**

Permit Fee: \$6,684 Receipt # 646279

County Application 01/11/23

Permit # \_\_\_\_\_

Acceptance/Denial Letter Date: \_\_\_\_\_

**Dates of Operation:** June 27 through July 4 of the same year as date of application

Fireworks may be sold from **8:00 a.m. – 10:00 p.m. only**

Permit fees are \$2,500 for structures of 2,500 square feet & under  
Structures in excess of 2,500 square feet shall be \$1.00 per square foot.

All Applications must be accompanied with:

- ✓ 1) permit fee
- ✓ 2) a copy of Sedgwick Co. Fire Dept. tent application
- ✓ 3) Insurance certificate(s) including:
  - ✓ General comprehensive liability insurance, minimum coverage of \$500,000 per occurrence, with the City of Bel Aire, Kansas, named as an additional insured; AND
  - ✓ Product liability insurance, minimum coverage of \$500,000 per occurrence for products sold and/or stored within the city by the vendor

APPLICATION IS MADE BY: ☐ Individual ☐ Partnership ☒ Corporation ☐ Non-profit

LOCATION REQUESTED: 9745 East 50th Street North  
Bel Aire, Kansas 67226

LOCAL SPONSOR: \_\_\_\_\_

ORGANIZATION/BUSINESS Waz Up Fireworks, LLC

ADDRESS: 9745 East 50th Street North  
Bel Aire, Kansas 67226

NAME & PHONE NUMBER OF RESPONSIBLE PARTY Michael Joseph Wawrzewski III


KS STATE SALES TAX # 004-861844892-F01

EMAIL ADDRESS mike@wazupfireworks.com


[Signature] 1/11/2023  
SIGNATURE OF RESPONSIBLE PARTY DATE

APPROVED BY THE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

[Signature] [Signature]  
CITY CLERK CODE ENFORCEMENT OFFICER



Architectural  
Services, L.L.C.  
5015 E. 50th Street, Suite 200  
Bel Aire, Kansas 66005  
Tel: 913.355.5555  
Fax: 913.355.5555  
E-mail: info@architecturalservices.com



COMMERCIAL  
CONSTRUCTION  
SERVICES

prints issued  
8-27-20  
For Construction

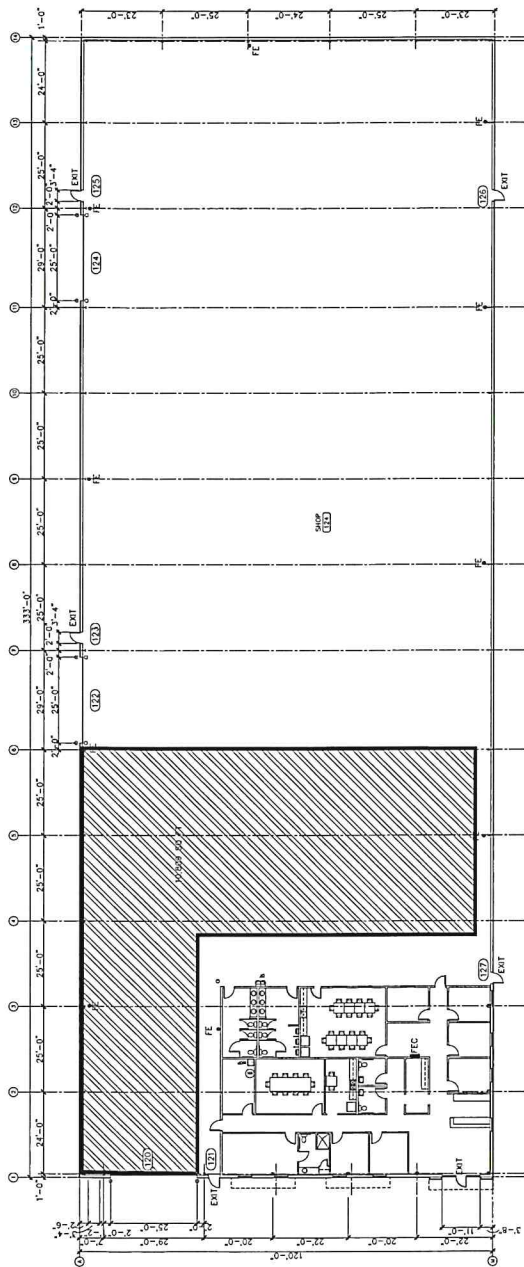
project no.  
20106

Sheet: MAC-2006

OVERALL  
FLOOR PLAN

A1  
of

Clinic In A Con  
Manufacturing Facility  
9615 E. 50th Street North  
Bel Aire, Kansas



ALL LOCATED PER EXTINGUISHER (FE)  
IN SHOP SHALL BE 4A-10BC PER UFG  
FIRE EXTINGUISHERS IN CABINETS (FC)  
IN OFFICE SHALL BE 2A-10BC PER UFG

A OVERALL FLOOR PLAN  
1/16" = 1' - 0"



WAR UP FIREWORKS  
CLINIC IN A CON

Webb Rd

5977

501 Street



CITY OF BEL AIRE



APPLICATION FOR RETAIL SALES OF FIREWORKS

Date of Application: 2/10/23  
Square footage of Structure: 1800

**OFFICE USE ONLY**  
**APPLICATION REVIEWED AND:**  
**APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_**  
Permit Fee: \$2,500 Receipt # 648847  
County Application 2/10/23  
Permit # \_\_\_\_\_  
Acceptance/Denial Letter Date: \_\_\_\_\_

**Dates of Operation:** June 27 through July 4 of the same year as date of application

Fireworks may be sold from **8:00 a.m. – 10:00 p.m. only**

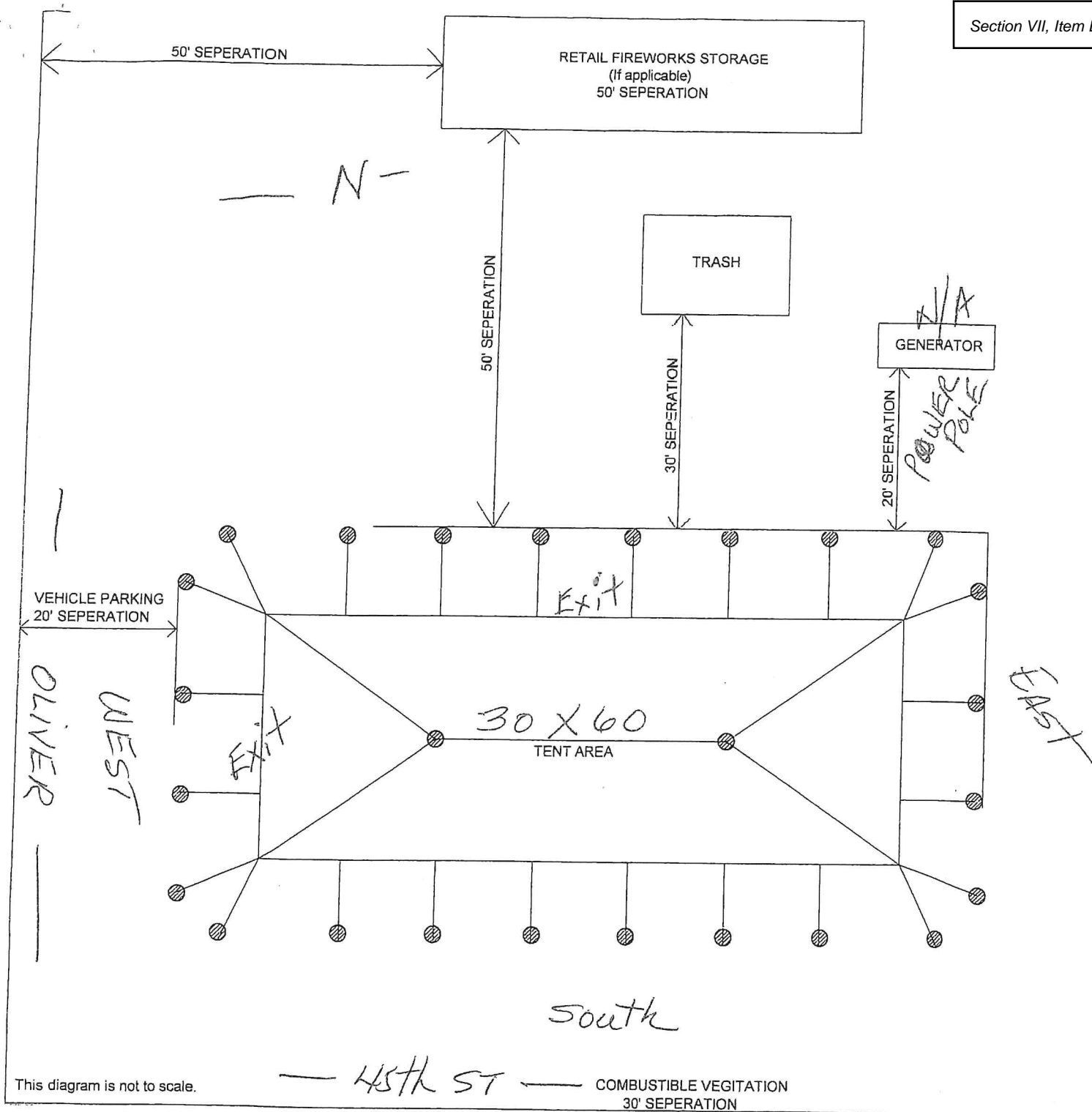
Permit fees are \$2,500 for structures of 2,500 square feet & under. Structures in excess of 2,500 square feet shall be \$1.00 per square foot.

All Applications must be accompanied with:

- ✓1) permit fee
- ✓2) a copy of Sedgwick Co. Fire Dept. tent application (if applicable)
- ✓3) Site diagram (including all signage)
- ✓4) Insurance certificate(s) including:
  - ✓General comprehensive liability insurance, minimum coverage of \$500,000 per occurrence, with the City of Bel Aire, Kansas, named as an additional insured; AND
  - ✓Product liability insurance, minimum coverage of \$500,000 per occurrence for products sold and/or stored within the city by the vendor

LOCATION REQUESTED: 4501 N OLIVER  
APPLICANT NAME: SHOCKER FIREWORKS - DENNIS FRASCO  
ORGANIZATION/BUSINESS: HEIGHTS H.S. DANCE TEAM  
ADDRESS: 4401 WESTLAKE CT. BEL AIRE  
NAME & PHONE NUMBER OF RESPONSIBLE PARTY: 312-6454 JEN ARMSTRONG  
KS STATE SALES TAX # 1004-010927912F-02 304-6540 DENNIS FRASCO  
EMAIL ADDRESS: dfrasco2624@gmail.com  
Dennis Frasco 2/10/23  
SIGNATURE OF RESPONSIBLE PARTY DATE

APPROVED BY THE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
CITY CLERK  
[Signature]  
CODE ENFORCEMENT OFFICER



*No SIGNAGE - Except Tent Logo*  
THIS IS AN EXAMPLE OF A SITE PLAN & THE REQUIRED DISTANCES FOR TENTS.  
*— BLACK CAT —*  
SUPPORT ROPES & GUY WIRES ARE CONSIDERED TO BE PART OF THE TENT.

A complete list of the code requirements can be found in the  
2018 International Fire Code, Chapter 31





# CITY OF BEL AIRE

City of  
**Bel Aire**

## APPLICATION FOR RETAIL SALES OF FIREWORKS

Date of Application: 2-13-2023

Square footage of Structure: 6500

**Dates of Operation:** June 27 through July 4 of the same year as date of application

Fireworks may be sold from **8:00 a.m. – 10:00 p.m. only**

Permit fees are \$2,500 for structures of 2,500 square feet & under. Structures in excess of 2,500 square feet shall be \$1.00 per square foot.

All Applications must be accompanied with:

- ✓1) **permit fee**
- 2) **a copy of Sedgwick Co. Fire Dept. tent application (if applicable)** *NA*
- ✓3) **Site diagram (including all signage)** ✓
- ✓4) **Insurance certificate(s) including:** ✓
  - ✓**General comprehensive liability insurance**, minimum coverage of \$500,000 per occurrence, with the City of Bel Aire, Kansas, named as an additional insured; AND
  - ✓**Product liability insurance**, minimum coverage of \$500,000 per occurrence for products sold and/or stored within the city by the vendor

LOCATION REQUESTED: 6334 E Crestmark Street Bel Aire, KS

APPLICANT NAME: Jacob Marietta or Lynette White

ORGANIZATION/BUSINESS Wholesale Fireworks Enterprises LLC

ADDRESS: PO Box 780604 Wichita, KS 67278

NAME & PHONE NUMBER OF RESPONSIBLE PARTY Jacob Marietta 316-733-7900  
Lynette White 316-733-7900

KS STATE SALES TAX # 004-204183606F-01

EMAIL ADDRESS lynette@wholesalefireworks.com

Jacob Marietta  
SIGNATURE OF RESPONSIBLE PARTY

2-13-2023  
DATE

APPROVED BY THE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CITY CLERK

[Signature]  
CODE ENFORCEMENT OFFICER

# Wholesale Fireworks Sign Plan 2023



Bob Inflatable Man - 1



Feathered Flags -- 10



Staked Ground Signs - 15

Portable LED Sign -1





# CITY OF BEL AIRE



## APPLICATION FOR RETAIL SALES OF FIREWORKS

Date of Application: 02/02/2023

Square footage of Structure: 2,400 sq ft

**OFFICE USE ONLY**

**APPLICATION REVIEWED AND:**

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

Permit Fee: \$2,500 Receipt # 649860

County Application 2/15/2023

Permit # \_\_\_\_\_

Acceptance/Denial Letter Date: \_\_\_\_\_

**Dates of Operation:** June 27 through July 4 of the same year as date of application

Fireworks may be sold from **8:00 a.m. – 10:00 p.m. only**

Permit fees are \$2,500 for structures of 2,500 square feet & under. Structures in excess of 2,500 square feet shall be \$1.00 per square foot.

All Applications must be accompanied with:

- ✓ 1) permit fee
- ✓ 2) a copy of Sedgwick Co. Fire Dept. tent application (if applicable)
- ✓ 3) Site diagram (including all signage)
- 4) Insurance certificate(s) including:
  - ✓ General comprehensive liability insurance, minimum coverage of \$500,000 per occurrence, with the City of Bel Aire, Kansas, named as an additional insured; AND
  - ✓ Product liability insurance, minimum coverage of \$500,000 per occurrence for products sold and/or stored within the city by the vendor

LOCATION REQUESTED: 4552 N Woodlawn Blvd

APPLICANT NAME: Bel Aire Lions Club

ORGANIZATION/BUSINESS Bellino Fireworks Kansas, Inc.

ADDRESS: 501 Olson Dr. Ste. 210 Papillion, Ne 68046

NAME & PHONE NUMBER OF RESPONSIBLE PARTY Leland Burns (620) 636-1573

KS STATE SALES TAX # 004-834670866F-01

EMAIL ADDRESS kaela@bellinoenterprises.com

Karla Riepl  
SIGNATURE OF RESPONSIBLE PARTY

02/02/2023  
DATE

APPROVED BY THE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CITY CLERK

[Signature]  
CODE ENFORCEMENT OFFICER



4552 N Woodlawn Blvd  
Bel Aire, KS 67220

BELLINO  
FIREWORKS







**FINAL AMENDMENT TO EMPLOYMENT CONTRACT**

**THIS AMENDMENT TO EMPLOYMENT AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Bel Aire (hereinafter called “City”) and Jacqueline Kelly (hereinafter called “Attorney”).

**WHEREAS**, the City and the Attorney desire to modify their contractual relationship upon the terms set forth in this agreement, all in accordance with the laws of the State of Kansas; and

WHEREAS pursuant to section 16A of the Employment Agreement signed June 2019, and amended in 2020 and 2021, parties *may at any time amend the Employment Agreement by mutual written agreement*,

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth, the City and Attorney do agree as follows:

- 1. Section 6(c) shall be modified to allow the Attorney to retain the laptop, wristwatch, cell phone, and accompanying accessories issued to the Attorney in 2019 upon conclusion of employment with the City. All City files, emails, and access shall be removed by the City’s IT provider prior to items being released.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above writing.

\_\_\_\_\_  
Jim Benage, Mayor  
City of Bel Aire (CITY)

\_\_\_\_\_  
Jacqueline Kelly  
City Attorney (ATTORNEY)

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_ day of \_\_\_\_\_, 2019, I, Melissa A. Krehbiel, a Notary Public personally acknowledged the signature of Jim Benage, Mayor, in the City of Bel Aire, Sedgwick County, Kansas.

\_\_\_\_\_  
NOTARY PUBLIC

My Appointment Expires:\_\_\_\_\_

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_ day of \_\_\_\_\_, 2019, I, Melissa A. Krehbiel, a Notary Public personally acknowledged the signature of Jacqueline Kelly, City Attorney, in the City of Bel Aire, Sedgwick County, Kansas.

\_\_\_\_\_  
NOTARY PUBLIC

CITY OF BEL AIRE		
AP ORD 23-04		
Vendor Checks 02/15-02/28/23		
VENDOR	ITEM(S) PURCHASED	AMOUNT
ABCD TECH	SR TECHNOLOGY CLASS INSTRUCTOR	\$ 45.00
ADOBE	ADOBE SUBSCRIPTION	\$ 21.49
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION	\$ 78.00
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES/EQUIPMENT	\$ 659.40
ARK VALLEY NEWS	BREEZE AD AND LEGAL PUBLICATIONS	\$ 878.24
ASCE WICHITA	ASCE MEETING: A STEPHENS	\$ 10.00
AT&T - U-VERSE	INTERNET BACKUP	\$ 105.00
BANK OF NEW YORK	CCUA 02/23 O&M /DEBT SVC	\$ 226,776.12
BAYSINGER POLICE SUPPLY I	POLICE SUPPLIES	\$ 48.50
BEALL & MITCHELL, LLC	02/23 JUDGE TERRY BEALL	\$ 1,237.98
BEL AIRE CHAMBER OF COMME	CHAMBER DUES-PASS THRU	\$ 25.00
BLUE CROSS AND BLUE SHIEL	03/23 ID:0421210	\$ 53,491.31
CHARLIES CAR WASH LLC	FLEET CAR WASH	\$ 100.00
CHISHOLM CREEK UTILITY AU	2022 TRUE UP WATER/WASTEWATER	\$ 13,581.11
CHRISTENSON, SARAH	KRPA CONF PER DEIM	\$ 136.64
CITY OF NEWTON	PRE-EMPLOYMENT SCREENING	\$ 100.00
CORNEJO MATERIALS	RED SHALE-REC BALLFIELD	\$ 2,779.51
COX COMMUNICATIONS:CH	INTERNET/PHONE SVC	\$ 866.40
COX COMMUNICATIONS:PBWRKS	INTERNET/PHONE SVC	\$ 320.49
COX COMMUNICATIONS:REC	INTERNET/PHONE SVC	\$ 194.64
CULLIGAN OF WICHITA	WATER SERVICE	\$ 43.50
DELTA DENTAL PLAN OF KANS	02/23 MONTHLY PREMIUM	\$ 2,798.70
DIGITAL OFFICE SYSTEMS	PD:KONICA C224 COPIER	\$ 132.18
DILLONS	REC STAFF MEETING SUPPLIES	\$ 12.99
DOLLAR GENERAL #21238	PW LOCKER ROOM SUPPLIES	\$ 40.00
ELLIOTT ELECTRIC SUPPLY	CP STREET LIGHT BULBS/PARTS	\$ 547.01
EMC INSURANCE COMPANIES	DEDUCTIBLE-SEWER BACKUP CLAIM	\$ 500.00
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 592.00
EVERGY - STREET LIGHTS	ELEC SVC:STREET LIGHTING	\$ 7,692.39
EXPERT AUTO CENTER	2007 F550 STARTER	\$ 346.19
FASTENAL COMPANY	HARDWARE	\$ 13.84
FBI-LEEDA	2023 MEMBERSHIP DUES:ATTEBERRY	\$ 50.00
FICA/FEDERAL W/H	FED/FICA TAX	\$ 22,822.54
FIRESTONE	FLEET REPAIRS/MAINTENANCE	\$ 276.36
GALLS, LLC	PD UNIFORMS/SUPPLIES	\$ 227.50
GOVERNMENT FINANCE OFF	GFOA 2022 BUDGET SUBMISSION	\$ 345.00
HASTY AWARDS	REC PROGRAM AWARDS	\$ 194.38
HAWKS INTER-STATE PESTMAS	02/23:PEST CONTROL:REC	\$ 174.52
HEARTLAND SAFE AND LOCK	CH SAFE REPAIR	\$ 205.00
IACP	2023 MEMBERSHIP DUES:ATTEBERRY	\$ 190.00
INTERLINGUAL INTERPRETING	COURT INTERPRETER 01/04/23	\$ 40.00
INTERSTATE ALL BATTERY	2006 F350 BATTERY	\$ 176.40

KANSAS GOLF AND TURF-WICH	MOWERS x3 ANNUAL SVC MAINT	\$ 2,363.58
KANSAS MUNICIPAL UTILITIE	LEADERSHIP CONF:STEHMAN/STEPHENS	\$ 250.00
KANSAS RECREATION AND PAR	KRPA CONF:SHERWOOD	\$ 660.00
KANSAS TURNPIKE AUTHORIT	TOLLS	\$ 22.10
KANSASLAND TIRE # 9584	2015 F250 TIRES x4	\$ 750.16
KANZA CO-OPERATIVE ASSOC	LIFT STATIONS GENERATOR FUEL	\$ 3,106.01
KCCTO	DAY CAMP TRAINING	\$ 4.00
KIESLER POLICE SUPPLY INC	HOLSTERS x15	\$ 2,198.95
KS DEPT H/E:PERMITS/TRAIN	CENTRAL PARK ADD PERMIT-STRM WTR	\$ 60.00
KS DEPT H/E:WA/SEWER LOAN	C20 1959-01:SEWER LOAN DEBT SV	\$ 15,844.72
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 3,937.95
KS DEPT REVENUE:SALES TAX	01/23 SALES TAX	\$ 910.06
KS DEPT TRANSPORTATION	RAIL SPUR LOAN PYMNT #90	\$ 3,877.06
KS GAS - CONSTRUCTION SVC	GAS LINE REPAIR 5758 BRISTOL	\$ 266.72
KS GAS - MAINT SHOP: 4103	GAS SVC:MAINT SHOP	\$ 1,140.91
KS GAS - PUMPHOUSE: 4105	GAS SVC:PUMPHOUSE	\$ 214.43
KS GAS - REC	GAS SVC:REC	\$ 996.69
KS GAS-CH	GAS SVC:CH	\$ 1,058.91
KS GAS-POOL	GAS SVC:POOL	\$ 266.04
KS PUBLIC EMPL RETIRE SYS	KPERS 2	\$ 15,801.67
KS SOCIETY PROF ENGINEER	KSPE MEETING: A STEPHENS	\$ 25.00
KS TREASURER - COURT FEES	KLETC	\$ 2,864.80
KS.GOV ONLINE PAYM	KCJIS CONF:GORDON	\$ 101.48
KUCE LEO TRAINING	PD TRAINING:OLDENETTEL	\$ 65.00
LASERFICHE	LF CERTIFIED ADMINISTRATOR:KREHEBIEL	\$ 890.00
LASHER, TY	CITY PROMO ITEMS/MTG REIMB	\$ 664.19
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	\$ 632.00
LINSTAR INC	ID CARDS:PD	\$ 12.80
LKM	MTI EMERGENCY RESP:APPEL	\$ 75.00
MAXIMUM OUTDOOR EQUIPM	CHAINSAB BLADES	\$ 72.26
MCCULLOUGH EXCAVATION	SKYVIEW BLK 49 2ND ADD	\$ 35,684.70
MCDONALD TINKER PA	LEGAL:NEW CUA AGREEMENT	\$ 3,706.50
NATIONAL BUSINESS INST.	TRAINING SUBSCRIPTION: J KELLY	\$ 414.68
NCSI	COACH BACKGROUND CHECKS	\$ 17.50
NOWAK CONSTRUCTION CO INC	BRISTOL HOLLOWS PH2 WDS/SS	\$ 163,595.38
ONE SOURCE PRODUCTS	REC CENTER DOOR REPAIR	\$ 169.20
OPTIV SECURITY INC	PD:3YR KCJIS SECURITY KEY FOBS	\$ 762.60
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 2,340.36
PICKLEBALLCENTRAL	PICKLEBALL EQUIPMENT	\$ 263.90
POSTMASTER	02/23 POSTAGE:UTILITY BILLS	\$ 898.33
QUILL CORP	OFFICE SUPPLIES	\$ 714.00
RAMADA TOPEKA DOWNTOWN	LEGISLATIVE COMM CONF:ATTEBERR	\$ 196.88
RURAL WATER DISTRICT NO 1	2022 SVC AREA AGMNT BALANCE	\$ 20,000.00
SAMS CLUB	OFFICE EQUIP/ SUPPLIES	\$ 526.85
SCHWAB-EATON, P.A.	MEDIA RELEASE-WTR/SWR MSTR PLN	\$ 200.00
SEDG CO DEPT FINANCE/JAIL	01/23 PRISONER HOUSING FEES	\$ 111.30
SHERWIN WILLIAMS 707563	PAINT/SUPPLIES:REC	\$ 73.94

SHERWOOD, ASHLEY	CPRP TRAINING:SHERWOOD	\$ 365.04
SHERYL WENZL	SR WATERCOLOR CLASS INSTRUCTOR	\$ 125.00
SIMPLE CLEAN	03/23 JANITORIAL SVC:CH, REC, PW	\$ 2,824.60
SPRINGHILL SUITES	LKM BOARD MEETING:LASHER	\$ 202.00
SQUARESPACE INC.	SCP WEBSITE RENEWAL	\$ 120.00
SUMNERONE	COPIERS CONTRACTS/SUPPLIES	\$ 407.53
SUN LIFE FINANCIAL - VOLU	03/23 VOLUNTARY LIFE PYMNT	\$ 641.21
TARGET 00019448	REMIB EXPENSE	\$ 12.49
THATS GREAT NEWS	CITY MOUNTED ARTICLES	\$ 1,154.25
THE HOME DEPOT #2204	PW LOCKER ROOM	\$ 2,417.55
UNION PACIFIC RAILROAD CO	XING ROADWAY MAINTENANCE 2023	\$ 1,208.00
USPS PO 1946750085	MAIL WATER SAMPLES	\$ 13.05
UTILITY MAINTENANCE CONTR	WATER SVC INSTALLS x29	\$ 48,100.00
WALMART	COUNCIL SNACKS; BABY GIFT	\$ 173.81
WASTE CONNECTIONS, INC.	02/23 RECYCLE OR TRASH SVC	\$ 39,390.83
WAV SERVICES INC	JAN FEB SPEC MTGS VIDEOING	\$ 420.00
WEX BANK	FLEET FUEL	\$ 2,870.98
WICHITA BUSINESS JOURNAL	ANNUAL SUBSCRIPTION	\$ 70.00
WICHITA EAGLE	ANNUAL SUBSCRIPTION	\$ 159.99
WSU-CEDBR	DEV IMPACT STUDY-BAUSIDE	\$ 940.00
WSU-CONTINUING ED	KSGFOA CONF:T HENRY	\$ 135.00
ZIPS #4	CAR WASH:PZ	\$ 10.75
	<b>CLAIMS TOTAL</b>	<b>\$ 729,446.02</b>
	<b>Payroll 02/15/23</b>	
	GENERAL	\$ 58,197.98
	WATER UTILITY	\$ 7,994.04
	SEWER UTILITY	\$ 6,292.62
	SPECIAL STREET-HWY	\$ 1,454.97
	<b>Payroll Total</b>	<b>\$ 73,939.61</b>



FEB 28 2023

**INCENTIVE AGREEMENT  
BETWEEN  
CITY OF BEL AIRE, KANSAS  
AND INTEGRA TECHNOLOGIES, INC.**

This Incentive Agreement (hereinafter referred to as this “Agreement”), entered into between the City of Bel Aire, a legally constituted city of the second class organized and existing under the laws of the State of Kansas (hereinafter referred to as “Bel Aire”) and INTEGRA TECHNOLOGIES, INC., a Kansas corporation (hereinafter referred to as the “Company” and collectively with Bel Aire referred to as the “Parties”), sets forth the contractual terms and requirements for the issuance of economic development benefits and incentives (hereinafter referred to as the “Incentives”) as approved by Bel Aire.

**Article 1. Recitals**

**WHEREAS**, the Company is pursuing the expansion/establishment of a semiconductor and related device manufacturing facility on a site in Bel Aire, Kansas (the “Bel Aire Site”), that is anticipated to employ approximately 2,500 people when fully operational, consist of an approximately 1,000,000 square foot newly constructed manufacturing facility, estimated to cost \$211,000,000 to build, \$713,000,000 of specialized semiconductor manufacturing equipment, and involve the investment of approximately \$2,000,000,000 (the “Project”).

**WHEREAS**, the Company has entered into an Incentive Agreement with the State of Kansas (the “Kansas IA”) which contains certain conditions and requirements that the Company must fulfill to earn or retain the incentives contained therein related to the Project.

**WHEREAS**, Bel Aire has determined that the Project will benefit the people of Bel Aire, Kansas, by increasing opportunities for employment and strengthening the economy, is consistent with the economic development goals of Bel Aire and, but for the support of Bel Aire as set forth herein, will not be completed.

The Parties, in consideration of the promises and other good and valuable consideration described herein which are hereby acknowledged, agree to the following terms and conditions.

**Article 2. Definitions**

In addition to words and terms defined elsewhere herein, the following words and terms in this Agreement shall have the meanings hereinafter set forth. The Kansas IA contains numerous definitions used to define the provisions thereof. Capitalized terms not defined herein have the same meaning as in the Kansas IA, which is hereby incorporated by reference.

“**CHIPS Award**” means an award to the Company of federal grant funds under the CHIPS Act of 2022.

**Article 3. Term**

This Agreement will take effect upon the date of execution by all parties, anticipated to be March 7, 2023 (hereinafter referred to as the “Commencement Date”). The term of this Agreement will be thirty-five years (35) years commencing on the Commencement Date. Provided however, the Company and Bel Aire may each terminate this Agreement if the Company fails to receive a CHIPS Award before December 31, 2023.

## **Article 4. Representations**

### **4.1. Company Representations**

The Company hereby represents that it:

- (A) Provided true and correct information to Bel Aire based on its plans and intentions with respect to the Project as of the date of submission and as of the execution date of this Agreement in all material respects. Material changes to the Project may result in modifications or amendments to the terms of this Agreement.
- (B) Is described by the North American Industrial Classification System as being in the manufacturing or service sector.
- (C) Agrees to create and retain up to 1,994 new full-time jobs and no less than 1,600 new full-time jobs at the Qualified Business Facility in Bel Aire, Kansas, within six (6) years of the commencement date of the Kansas IA (February 6, 2023), and retain those jobs as set forth herein.
- (D) Has an agreement in principle to acquire land in Kansas which will enable it to make a Qualified Business Facility Investment in Kansas, with respect to the Project, of up to One Billion Eight Hundred Million Dollars (\$1,800,000,000) and no less than One Billion Five Hundred Million Dollars (\$1,500,000,000) in the Qualified Business Facility and commence Commercial Operations at the Qualified Business Facility within six (6) years of the Commencement Date. The proposed building and specialized semiconductor manufacturing equipment consists of an approximately 1,000,000 square foot newly constructed manufacturing facility, estimated to cost \$211,000,000 to build, and \$731,000,000 of specialized semiconductor manufacturing equipment. If the Company receives a CHIPS Award for the Project at the Bel Aire Site, the Company will construct the Project in Bel Aire.
- (E) Has the power and authority to execute, deliver, and perform the obligations under this Agreement, and it is duly authorized to execute and deliver this Agreement, and has taken or will take, within the time frames established by this Agreement, all actions reasonably necessary to carry out and give effect to the transactions contemplated by this Agreement.
- (G) Will submit any and all documentation in the form reasonably requested by Bel Aire to claim or receive any of the Incentives offered herein.

### **4.2. Bel Aire Representations**

Bel Aire hereby represents, by itself and in its capacity under Kansas law, that:

- (A) This Agreement has been fully reviewed and approved by Bel Aire.
- (B) Subject to the provisions of the Kansas Open Records Act, Bel Aire will maintain confidentiality of all necessary information obtained to determine the Company's eligibility for the Incentives, as well as confidential financial information, and any trade secret or other information, that, if known, would place the Company at a disadvantage in the marketplace or would significantly interfere with the purposes of this Agreement.



- (C) Bel Aire has duly considered the factors, including the extent of prospective new employment, the quality of new jobs and wage or salary levels, the total amount of investment, the potential for development of the industry in Bel Aire, Kansas, and the employment, retention, and attraction of employees to remain residents of, or relocate to, Bel Aire, Kansas.

#### **Article 5. Covenants of the Company**

The Company shall be eligible for and will receive the Incentives provided in Article 6 if the Company:

- (A) Materially completes the Project outlined in the Application referenced in the Kansas IA which includes expending at least One Billion Five Hundred Million Dollars (\$1,500,000,000) in Qualified Business Facility Investment within five (5) years of the Commencement Date, including an approximately 1,000,000 square foot newly constructed manufacturing facility, estimated to cost \$211,000,000 to build, and \$731,000,000 of specialized semiconductor manufacturing equipment.
- (B) Commences Commercial Operations and employs a minimum of 1,600 full-time employees at the Qualified Business Facility within six (6) years of the Commencement Date, and retains a minimum of 1,600 jobs each year for the entire Payroll Incentive Period and maintains Commercial Operations for the remaining term of this Agreement.
- (C) Submits any and all documentation in the form reasonably requested by Bel Aire to claim or receive any of the Incentives offered in Article 6.
- (D) Submits a Notice of Award to Bel Aire by December 31, 2023, that demonstrates the Company was awarded federal grant funds under the CHIPS Act of 2022.
- (E) Provides any and all information reasonably necessary for Bel Aire to undertake an on-site annual review of the activities undertaken by the Company to ensure the Company remains in good standing within the State of Kansas and in compliance with this Agreement investment targets and employment targets. Such information will not be permitted to leave the premises and the notes thereof will not be made public or handled in a manner that it is subject to production under the open records laws. The Company will provide Bel Aire with copies of redacted documents that are provided the County and State for publication.
- (F) Permits Bel Aire staff reasonable access to the Qualified Business Facility during business hours upon reasonable advance notice to the Company solely for proper government purposes. Since most of the facility will be secure and require a high-level federal security clearance to enter the facility, no person will be admitted to any area of the building unless in strict compliance with state and federal laws and security requirements, including possessing the requisite level of security clearance, and Bel Aire recognizes that such access may take several days to obtain. Further since much of the production is highly sensitive and contains the intellectual property of Company customers, no admission will be permitted at a time when such admission would result in the company violating any contractual confidentiality or secrecy agreements. Building tours for marketing and demonstration purposes are agreed not to be a proper government purpose.

- (G) Remains in good standing within the State of Kansas and in compliance with the provisions of this Agreement.
- (H) The Company will make a reasonable effort to recognize Bel Aire as its home in the southcentral Kansas region. Bel Aire recognizes “Wichita” may need to be utilized and referenced as a general Project location around the state, U.S. and internationally. Any Company signs located on the Bel Aire Site that set forth an address will utilize “Bel Aire” references.

### **Article 6. Economic Development Benefits and Incentives**

Bel Aire, in consideration of the covenants and obligations of the Company set out in this Agreement, agrees to provide the following Incentives for the Project if the Company complies with the requirements of Article 5:

- (A) Letter of support from the Bel Aire to the U.S. Department of Commerce and a public resolution of support of the Company’s application for a CHIPs Award in a mutually agreed form on a date to be agreed by the parties in March 2023.
- (B) Support through the Workforce Alliance, WSU Tech, or other organization acceptable to the parties to help defray the training costs for the new Company workforce, in a total amount of \$250,000 payable in five (5) annual installments of \$50,000 each, on July 1<sup>st</sup> of each year, commencing July 1, 2024.
- (C) Provide Industrial Revenue Bonds for the Project, for a period of ten (10) years, including a sales tax exemption on construction materials (if not otherwise provided by the State) and a 100% ten (10) year property tax abatement pursuant to the attached Letter of Intent, as Exhibit A.
- (D) Subject to the requirements of K.S.A. 12-1770 *et seq.* (the “TIF Act”), adopt a Tax Increment Redevelopment District (TIF) which includes the Project and adjacent land on the Bel Aire Site, and a project plan to include the Project, to reimburse the Company for the following improvements associated with the Project, but only from the TIF ad valorem increment available to Bel Aire under the TIF Act after provision for Bel Aire’s administration fee of 2.00% of TIF increment in any year:
  1. Acquisition of the Project land;
  2. Site preparation and utility relocation expense within the TIF district;
  3. Sanitary sewer and storm sewer improvements to and, to the extent within the public right of way, within the TIF district;
  4. Drainage conduits, channels, levees, and river walk canal facilities within the TIF district;

5. Street grading, paving, graveling, macadamizing, curbing, guttering, and surfacing for streets within the TIF district;
6. Street light fixtures, connections, and facilities within the TIF district;
7. Underground gas, water, heating and electrical services and connections, located within the public right-of-way;
8. Water mains and extensions to and within the TIF district;
9. Plazas and arcades within the TIF district;
10. Parking facilities including multilevel parking facilities within the TIF district; landscaping, plantings, fountains, shelters, benches, sculptures, lighting decorations and similar amenities within the TIF district;
11. Soft costs associated with TIF-eligible expenses, including architecture and engineering costs.
12. Related expenses to redevelop and finance the Project.
13. Costs for infrastructure located outside the district but contiguous to any portion of the District and such infrastructure is necessary for the Project.

The Company and Bel Aire acknowledge and agree that except as provided below the Company will be responsible for eligible cost items identified in 1-13 above, to be reimbursed by Bel Aire solely from the available TIF ad valorem tax increment on a “pay as you go” basis. Furthermore, the TIF ad valorem tax increment will not be used by Bel Aire for any purpose other than as described in this Article 6.

If, after the TIF has reimbursed and paid for all of the foregoing costs and TIF ad valorem tax increment remains, the remaining TIF dollars will be used by Bel Aire to construct a police, fire, and public safety facility within the TIF district or at such contiguous location as is permitted by TIF Act. The location of such safety facility will not be on Company owned property (including property condemned by Bel Aire) and Bel Aire will consult with Company about the location of the facility. Bel Aire acknowledges the plant activities are extremely sensitive to vibration and thus any location of the safety facility will take into account the vibration impact that the safety facility activities may generate on the Company facility.

- (E) At no cost to the Company, except as provided below, Bel Aire will be responsible for items described above in items 3 and 8 of subsection D, and Bel Aire will work with all other government agencies involved (State of Kansas, Sedgwick County, WAMPO) regarding the following items:

1. Perform a traffic study to determine what changes and road improvements are required;

2. For both Rock Road and Webb Road, if required, deceleration lanes, traffic lights, turning lanes, minor lowering or raising of road elevation at improvements;
3. Sidewalks along both Webb and Rock Road to be constructed during road improvements;
4. Frontage access road along 254;
5. Support and cooperation between the County and the State of Kansas to prioritize and expedite the new planned intersection improvements at 254/Rock and 254/Webb to ensure that the improvements can safely account for the heavy truck and vehicle traffic expected prior to opening of Phase I of the facility.

The Company will, for the items described above in this subsection E, pay a maximum amount of \$6,000,000 to or on behalf of Bel Aire at the time costs for such items are incurred by Bel Aire, but such amount paid by the Company shall be reimbursable to the Company from available TIF ad valorem tax increment in the same manner as described above in subsection D

(F) Bel Aire will make an economic development grant annually, contingent on the Company meeting stated investment, and maintaining Commercial Operations, commencing in year 21 (the year following expiration of the TIF). Grants shall equal:

1. 50% of Bel Aire's share of ad valorem taxes paid annually by the Company and received by Bel Aire in each of years 21-30, commencing the first year after the 20-year TIF period expires; plus
2. If the assessed valuation of the Project exceeds \$50 million in year 30 and does not fall below 90% of such value during the term of this extended grant period, 25% of Bel Aire's share of ad valorem taxes paid annually by the Company and received by Bel Aire in each of years 31-35; or
3. If the assessed valuation of the Project exceeds \$75 million in year 30 and does not fall below 90% of such value during the term of this extended grant period 35% of Bel Aire's share of ad valorem taxes paid annually by the Company; and received by Bel Aire in each of years 31-35.
4. For the purpose of this calculation, the parties agree that the method of calculating the base on which Bel Aire's and other taxing jurisdictions' taxes are levied (i.e., assessed valuation for commercial properties being equal to 25% of market value) could change over time but that the parties' intention would be to calculate the amount of the grant as if the 2022 tax year equivalent method of calculating tax base would have produced \$50 million in assessed valuation in the year of calculation for the extended grant had 2022 tax assessment practices remained in place at such time.
5. Pursuant to state law, Bel Aire covenants that its city manager or other officials will annually include such payments in Bel Aire's annual proposed operating budget, but any payments are subject to annual appropriations by Bel Aire Governing Body. Bel

Aire will make these payments in the summer of each year upon and to the extent of receipt from the County of Bel Aire's share of ad valorem taxes paid annually by the Company, and after any ad valorem tax protests by the Company have received final determination.

- (G) Bel Aire will support the request of and advocate for similar economic development grants from the school district (if permitted by law) and Sedgwick County.
- (H) As developer, the Company will have the ability to name the location and streets on their site as requested, in conformance with emergency response standards established by Sedgwick County.
- (I) Other Conditions.
  - 1. Most of the economic development incentives described herein require subsequent (and sometimes multiple) actions by Bel Aire Governing Body. Company agrees to participate as reasonably requested by Bel Aire staff in providing information and presenting to the Governing Body to facilitate such accounts.
  - 2. Closing of the IRB and issuance is subject to negotiation of the IRB bond documents, compliance with state law and Bel Aire ordinances and policies for the issuance of the IRBs, and receipt of commitments for the purchase of bonds from lenders / equity holders, including:
    - a. Negotiation of a lease agreement;
    - b. Preparation of appropriate bond ordinance; and
    - c. Execution of guarantees for payment of Bonds to the extent required by the owner of the Bonds.

### **Article 7. Termination**

In the event that the Company fails to do any of the following:

- (A) Expend at least One Billion Five Hundred Million Dollars (\$1,500,000,000) in Qualified Investment related to the Qualified Business Facility in the State of Kansas within six (6) years of the Commencement Date;
- (B) Commence Commercial Operations at the Qualified Business Facility within six (6) years of the Commencement Date; or
- (C) Employ a minimum of 1,600 full-time employees at the Qualified Business Facility within six (6) years of the Commencement Date;

then Bel Aire shall provide the Company with thirty (30) days' written notice of the Company's failure to meet a condition and provide an opportunity to the Company to cure. If such condition is incapable of being cured within thirty (30) days, but the Company has commenced good faith efforts, in the reasonable determination of Bel Aire, to cure such condition and has provided written documentation of such efforts as well as a timeline to resolve such condition to Bel Aire, then Bel Aire shall provide Company an additional sixty (60) days to cure such condition, unless

otherwise extended by mutual written agreement of the Parties. After the additional sixty (60) days, Bel Aire may suspend and/or cease the issuance of all Incentives, and Bel Aire, at its own option, may terminate this Agreement.

In the event that the Company fails to submit documentation to Bel Aire by December 31, 2023 evidencing the Company's award of federal grant funds under the CHIPS Act of 2022, this Agreement shall immediately terminate.

## **Article 8. Miscellaneous Provisions**

### **8.1. Force Majeure**

Should the Company fail to perform its responsibilities pursuant to the terms of this Agreement by reason of fire, lightning, tempest, riot, war within the continental United States of America, unavoidable casualties, delay of transportation that is not caused by Company, employee strike of the employees of a customer or vendor of the Company, pandemic, any governmental restriction, act, or lack of action that is not caused by Company, or by any other cause considered an act of God, otherwise considered "Force Majeure" beyond the control of the Company, and such events would otherwise cause the Company to be in default under the terms of this Agreement, then the Company shall be permitted a reasonable extension of time to cure or resolve its failure to perform. Such time period shall be mutually agreed to by Bel Aire and the Company to cure any such default caused by Force Majeure and during this period the Company shall not be deemed to be in default under this Agreement with respect to the subject of such Force Majeure.

### **8.2. Assignment**

The Company shall not, except as otherwise provided herein, assign or transfer this Agreement whether voluntarily, involuntarily, or by operation of law, without prior written consent thereto of Bel Aire, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding any such consent, no assignment or transfer shall release or discharge the Company from its duties and obligations under this Agreement, except as provided herein. Any consent by Bel Aire to any aforesaid acts shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver or release of the duty of Company, or the successors or assigns of Company, to obtain from Bel Aire consent to any other such acts.

### **8.3. Financial Management**

The Company shall keep accounting records sufficient to permit the preparation of financial statements in conformance with United States generally accepted accounting principles or International Financial Reporting Standards and make such records and all related reports, files, documents, and other papers relating to the funds provided under this Agreement available for audits, examinations, and monitoring by Bel Aire. Such records will be retained for a period of three (3) years after the final Incentives payment is made to the Company or repayment of all amounts required under this Agreement is made by the Company. The accounting system used by the Company shall clearly establish records of budgets and expenditures for the activities funded with Incentives provided pursuant to this Agreement and matching investments by the Company. Unless required to be disclosed under K.S.A. 46-1101 *et seq.*, or as otherwise required by law, the information provided pursuant to this Article 8.3 shall remain confidential.

8.4. Amendments

Changes to this Agreement shall not be effective or binding unless in writing and signed by both Parties to this Agreement.

8.5. Applicable Law

This Agreement shall be interpreted pursuant to the laws of the State of Kansas and the Parties stipulate that the only courts of competent jurisdiction to hear a dispute arising from this Agreement would be the District Court of Sedgwick, Kansas, or the United States District Court for the District of Kansas.

8.6. Termination

This Agreement may be terminated, with written notice to the Company, by Bel Aire upon the terms and conditions described herein.

8.7. Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions.

8.8. Entire Agreement

Each party hereto is only responsible for obligations explicitly set forth herein. This Agreement and the attachments contain the entire agreement and supersede all communications, understandings or agreements, whether oral or written, relating to the subject matter of this Agreement.

8.9. Notices

All notices, demands, requests, approvals, reports, instructions or other communications which may be required or desired to be given by either party shall be in writing.

A. Notices to Bel Aire shall be addressed as follows:

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

B. Notices to the Company shall be addressed as follows:

Brett Robinson, CEO  
Integra Technologies, Inc.  
3450 N. Rock Rd. Bldg. 100  
Wichita, Kansas 67226

With a copy, which shall not constitute notice, to:

Harvey R. Sorensen

Foulston Siefkin LLP  
1551 N. Waterfront Parkway, Suite 100  
Wichita, Kansas 67206

8.10. Independent Contractor

All parties hereto, in the performance of this Agreement, will be acting separately in their respective legal capacities and not as agents, employees, partners, joint venturers in a joint venture, or as associates of one another. Employees or agents of one party shall not be named or construed to be the employees or agents of the other party for any purpose whatsoever.

8.11. Waiver

In the event of breach of the Agreement, or any provision thereof, the failure of Bel Aire to exercise any of its rights or remedies under this Agreement shall not be construed as a waiver of any such provision of the Agreement breached or as acquiescence in the breach. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity.

SIGNATURE PAGE FOLLOWS



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and delivered by their respective officers duly authorized as of the date and year set forth below.

**INTEGRA TECHNOLOGIES, INC**

3450 N. Rock Rd. Bldg. 100

Wichita, Kansas 67226

Phone: (316) 630-6805

By: \_\_\_\_\_  
Brett Robinson, CEO

**CITY OF BEL AIRE, KANSAS**

7651 E. Central Park Ave.

Bel Aire, Kansas 67226

Phone: (316) 744-2451

By: \_\_\_\_\_  
Jim Benage, Mayor



March 7, 2023

Mr. Brett Robinson  
President and CEO  
Integra Technologies Inc.  
3450 N Rock Rd, Bldg. 100  
Wichita, KS 67226

Subject: Support for Integra Technologies CHIPS for America Incentives Proposal

Dear Mr. Robinson,

On behalf of the Bel Aire City Council and our citizens, we are ecstatic to support Integra's proposal for the U.S. Department of Commerce CHIPS for America Federal Financial incentives. Integra's planned expansion will bring much needed capabilities to domestic semiconductor manufacturing, diversify our economy through the creation of an advanced semiconductor manufacturing ecosystem, and provide thousands of high-paying, sustainable, and equitable jobs in Kansas.

Integra, the largest remaining outsourced assembly and test (OSAT) provider in the U.S., has been located in Sedgwick County for the past 40 years serving over 500 customers from the avionic, military, aerospace, medical, automotive, commercial, and industrial sectors. In order to meet increased customer demand and to preserve the U.S. military and commercial supply chains, we support Integra's proposal for federal incentives under the CHIPS for America program. Federal funding, leveraged with state and local incentives as well as private investment, will allow for the construction of a new facility and enable equipment modernization and upgrades to meet tomorrow's semiconductor needs, today.

Integra Technologies' planned expansion calls for more than a billion-dollar investment to create a major semiconductor packaging, assembly, and test facility in Bel Aire that would generate over 2,000 new jobs in the Greater Wichita Area, with an average salary exceeding the current region's average salary. Importantly, Integra has the key components in place to make this proposed expansion a success. In addition to having 40 years of experience in the industry, to date, the company has also secured interest from key customers and has worked closely with local and state stakeholders, such as the Kansas Board of Regents, the Workforce Alliance of South-Central Kansas, WSU Tech, Sedgwick County government and the City of Wichita to develop a comprehensive workforce development strategy. Working alongside these key stakeholders, Integra will establish workforce development pipelines that will train new workforce entrants, reskill the existing workforce, and provide economic opportunities throughout Bel Aire, Sedgwick County, and South-Central Kansas.

In closing, we are happy to support Integra Technologies' CHIPS for America proposal and view Integra's proposed expansion as a transformative economic development project that will be a tremendous asset to the state and national economies. We look forward to our continued partnership as you begin construction in Bel Aire and welcome you as a new member of our community.

Sincerely,

Mayor Jim Benage



**INTEGRA TECHNOLOGIES**  
**PROPOSAL FOR COUNTY FUNDING**  
**March 1, 2023**

Wichita-based Integra Technologies is the largest U.S. Outsourced Assembly and Test (OSAT) company providing semiconductor back-end services to companies worldwide. For 40 years Integra has provided packaging, assembly, and testing services to more than 500 customers with complex requirements, such as aerospace, medical, and defense. The employee-owned company's headquarters is in Sedgwick County, with operations in Wichita and Silicon Valley.

In the coming weeks, Integra will apply for federal funding from the CHIPS (Creating Helpful Incentives to Produce Semiconductors) and Science Act. **A requirement of that application is robust state and local support.** Earlier this month, the State of Kansas unanimously voted to award its 2023 APEX incentive program to Integra.

Integra Technologies expansion project over the next **five years** could provide:

- More than \$2 billion in total capital investment
- 1 million sq ft new headquarters and production facility that is solar-powered
- Two-year construction project
- Over 2,500 new direct jobs with average salaries of \$51K (8% above the regional average)

Integra's expansion plans are directly correlated to strategies included in the "Talent Roadmap: Building a Community Defying Expectations" currently being activated by organizations and individuals throughout the region. The Talent Roadmap was originally supported with funding from the City of Wichita, Sedgwick County, Workforce Alliance, Greater Wichita Partnership and the Kansas Department of Commerce.

Specifically, this funding proposal allows acceleration of a critical aspect of the Talent Roadmap that aligns with Integra and other companies efforts, to "expand access to employment opportunities by **increasing supporting services for underserved communities in Sedgwick County.**"

Local and regional partnerships and support, especially in workforce development with a focus on reaching underserved communities, are critical for Integra's CHIPS application. The Workforce Alliance of South Central Kansas and Integra have developed a robust workforce outreach and training plan with over 30 community-based organizations and over 25 education and skills training partners to provide direct outreach and training.

**LOCAL FUNDING REQUEST**

- Creates access and opportunity, reducing barriers and accelerating opportunities
- Creates new jobs in an entirely new industry sector to build upon the local tax base
  - Skills requirements range from high school degrees or equivalents, to on-the-job training, to associate and technical degrees, to bachelor's degrees and beyond

- Jobs are in shipping and receiving; engineering technology; semiconductor production, testing and handling; assembly operations; and management
- Leverages State of Kansas' APEX program estimate of more than \$300 million and potentially hundreds of millions of dollars in federal CHIPS funding into Sedgwick County.
- Contributes to reversing the trend of Kansas as an exporter of talent

### How will funds be used?

1. **Provide training, education and jobs for Integra and the semi-conductor industry** for people in Sedgwick County and the south-central Kansas region by
  - Providing **training and education opportunities for students** in local high schools, including Wichita, Valley Center, Maize and Circle; the site identified for the Integra expansion – including potential suppliers – is located near USD 259's Northeast Magnet High School, which offers an engineering pathway and is exploring another in automation
  - **Providing scholarships and tuition assistance** for people seeking degrees or credentials at Wichita State University, WSU Tech
2. Support **social services** needed to complete referral for employment through the **Strategic Workforce Collaborative** representing diverse populations throughout the community. These partners recruit women; low income, unemployed and/or underemployed individuals; people of color; youth; justice-involved individuals; individuals with disabilities; English as a Second Language; rural populations; veterans, military families and spouses
  - This will be done through outreach that could include:
    - Work-based Learning and Youth Employment initiatives
    - SkillBridge Employer designation
    - Engagement with HomeBase Wichita, a local initiative of the Workforce Alliance, Wichita Regional Chamber of Commerce, Greater Wichita Partnership and Veterans Advocacy Board
    - H1-B Visas for high-skilled occupations
3. **Leverage** local investment through state and federal funds

**Local** funding will focus on building **local pipelines** for Integra and the semiconductor industry. In order to achieve these goals, it is requested that Sedgwick County provide up to \$500,000 in funding, or \$100,000 per year for five years (2024 – 2029). The City of Bel Aire is providing \$250,000 for workforce development plans outlined above. Delivery of funds will be contingent upon Integra securing federal CHIPS funding.

### Who will manage the funds?

The **Workforce Alliance of South Central Kansas**. Workforce Alliance has developed a comprehensive workforce development plan, incorporating funding from the CHIPS Act, the State of Kansas APEX funds, and local funding. Workforce Alliance has successfully managed numerous state, federal, and private grants in an efficient and equitable manner.

It will provide oversight and accountability, ensuring funds are used for intended purposes and outcomes to build the local labor force are achieved.

RESOLUTION NO. R-23-\_\_

A RESOLUTION OF SUPPORT FOR INTEGRA TECHNOLOGIES CHIPS FOR AMERICAN INCENTIVES PROPOSAL.

Whereas, the City of Bel Aire, Kansas has been informed by Integra Technologies of their plans to build a one (1) million square feet semiconductor packaging, assembly and test facility in Bel Aire;

Whereas, Integra Technologies has been located in Sedgwick County for over 40 years and employs over 500 staff;

Whereas, Integra Technologies plans to invest one (1) billion dollars of private funding in the new facility;

Whereas, Integra Technologies is the largest remaining outsourced assembly and test (OSAT) provider in the U.S., serving over 500 customers from the avionic, military, aerospace, medical, automotive, commercial, and industrial sectors;

Whereas, the State of Kansas has awarded Integra Technologies \$300 million in APEX Funding.

Whereas, without federal CHIPS for American Incentives, Integra Technologies will not be able to expand as desired;

NOW, THEREFORE, BE IT RESOVED by the city of Bel Aire, Kansas, Governing Body, that we support Integra Technologies application for CHIPS for American Incentives to construct a semiconductor packaging, assembly and test facility in Bel Aire. This resolution is effective until December 31<sup>st</sup>, 2023.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this 7<sup>th</sup> day of March, 2023.

---

Jim Benage, Mayor

(Seal)

---

Melissa Krehbiel, City Clerk

March 7, 2023

Mr. Brett Robinson  
Chief Executive Officer  
Integra Technologies, Inc  
3450 N Rock Road #111  
Wichita, KS 67226

Re: Letter of Intent to issue Industrial Revenue Bonds (the “Bonds” or IRBs”) and provide other incentives for the establishment of a semiconductor and related device manufacturing facilities in Bel Aire.

Dear Mr. Robinson:

Subject to formal IRB document approval by the City Council of Bel Aire, this Letter of Intent with Integra Technologies, Inc. (the “Company”) is submitted in order to set forth the agreement of the parties concerning the principal elements of Company’s commitment to the City of Bel Aire and the City’s intent to provide the incentives outlined herein as well as the Incentives Agreement dated March 7, 2023, including the issuance of Taxable Industrial Revenue Bonds pursuant to K.S.A. 12-1740 *et seq.*, to construct two buildings for use in manufacturing, warehousing and storage to be located southeast of the intersection of K-254 and North Rock Road. This letter of intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined herein and does not constitute a binding obligation of the parties until such actions have been taken and all documents contemplated herein are executed. This letter of intent is void if not signed and accepted by Company within 30 days from the date of this letter. Absent subsequent rescission or extension by action of the governing body, this letter of intent to issue bonds and provide other incentives will remain in effect through December 31, 2030.

**I. Industrial Revenue Bonds**

At the option of the Company, the City intends to authorize the issuance of one or more series of Taxable Industrial Revenue Bonds (the “Bonds”) in an aggregate total principal amount not to exceed \$4,000,000,000 to finance the cost of acquiring land, equipping and constructing two (2) buildings each of approximately 1,000,000 square feet each for use in offices, manufacturing, warehousing and storage.

The Bonds will be privately placed by the Company, its investors and its lenders.

The City will assess a 1% origination fee on each series of Bonds that will be due at closing on each series of Bonds; provided, however, the total origination fee on each series of Bonds shall not exceed \$100,000.

**II. Other Incentives:**

The City Council hereby conditionally approves a 100% ad valorem property tax exemption on the bond-financed property for ten (10) years, all subject to the tenant’s ongoing compliance with the Industrial Revenue Bond Policy as well as conditions included in this letter and all related Bond documents. Under state law, no exemption may be granted from the ad valorem property tax levied by a school district for the capital outlay fund pursuant to the provisions of K.S.A. 72-53,113, which levy may not currently exceed 8 mills.

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

**III. Other Conditions:**

Closing of the Bonds and issuance is subject to negotiation of the Bond documents, compliance with State law and City ordinances and policies for the issuance of the Bonds, and receipt of commitments for the purchase of bonds from lenders / equity holders, including:

-Negotiation of the Bond documents, including an approving Ordinance, Site Lease, Project Lease, Trust Indenture or Bond Agreement, and Bond Purchase Agreement, if any.

-Execution of guarantees for payment of bonds as may be required by the owner of the Bonds.

-Integra Technologies. Inc agrees to:

- (1) identify all owners of the Company and their portion of equity, *provided that* it is understood that beneficial owners of the Company are not legal owners of the Company and would not be identified under this provision;
- (2) identify the senior officers of the Company in Kansas;
- (3) notify the City of any changes in ownership, excluding beneficial owners referenced above, and changes in senior officers in Kansas, as long as the Bonds are outstanding;
- (4) prepare and maintain financial records and allow City access to the same, as provided in the Incentive Agreement between the City and Company;
- (5) pay all costs incurred by the City for processing the application and issuance of the Bonds;



- (6) pay the City an Administrative fee of \$2,500 per year for the time period in which the Bonds are outstanding;
- (7) obtain a commitment for a policy of title insuring the title of the real property on which the Bond financed facilities will be constructed;

#### **IV. Company Performances**

In the event the City Council finds (a) upon the fifth anniversary of the date of this LOI, and continuing on each anniversary thereafter, that the Company did not achieve or has not maintained its capital investment of \$1,000,000,000, or did not achieve or has not maintained its employment goal of 1,000 full time employees, for the first building, or (b) upon the fifth anniversary of the date of operation of the second building and continuing on each anniversary thereafter, that the Company did not achieve or has not maintained its capital investment of \$1,000,000,000, or did not achieve or has not maintained its goal of 1,000 full time employees for the second building, or (c) the Company is no longer using the properties as office, warehouse or manufacturing facilities, or (d) the Company is in default under any of its agreements with City related to these incentives, the City may at its sole discretion after providing the Company with written notice and reasonable cure right, if applicable, revoke any ad valorem property tax abatement and impose payment in lieu of taxes in the amount of any ad valorem property taxes abated.

**V. Assignment of Letter of Intent**

This Letter of Intent is not assignable by the Company without the City’s express written approval.

Sincerely,

\_\_\_\_\_  
Jim Benage, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Ty Lasher, City Manager

Accepted:

Integra Technologies, Inc

\_\_\_\_\_  
Brett Robinson, CEO

\_\_\_\_\_  
Date

City of Bel Aire, Kansas

## STAFF REPORT

DATE: February 28, 2023

TO: City Manager, City Council

FROM: Jay Cook, Director of Planning and Community Development

RE: Bids for Comprehensive Development Plan



**SUMMARY:** State statute K.S.A. 12-747 authorizes cities and counties to develop and adopt a comprehensive development plan. It also sets forth the contents that should be in an adopted plan and sets forth the procedures to be followed in its preparation and adoption. These procedures require an annual review for reconsideration, proposing of amendments, extensions or additions to the same.

**DISCUSSION:** The City of Bel Aire adopted the Comprehensive Plan in December of 2014 with the assistance of staff, the Planning Commission, and a Community Development Advisory Committee that consisted of 10 citizens of Bel Aire. In order to usher in the future of the City of Bel Aire, it is necessary that a new Comprehensive Plan to be created and adopted. This plan would best be carried out by an organization experienced in the development of Comprehensive Plans with only the Planning Commission acting as the steering committee. Three bids were received for the work to be completed. All of the bidders have experience creating comprehensive plans for other cities in South Central Kansas. Examples of their work can be seen on the following websites:

- MultiStudio (City of Maize) <https://cityofmaize.org/planning.php>
- PEC (El Dorado, Augusta)  
[https://www.augustaks.org/government/departments/community\\_development/planning\\_and\\_zoning/comprehensive\\_plan.php](https://www.augustaks.org/government/departments/community_development/planning_and_zoning/comprehensive_plan.php)
- RDG (Derby) <http://www.derbyweb.com/195/Planning-Engineering>  
(see the quick links titled “Vision Derby 2040 Comprehensive Plan”)

**FINANCIAL:** Funding for this project will be expensed from the Capital Improvement Reserve Fund. Expected 2023 ending balance (not including this project or ARPA funds) is \$280,633.

<i>Contractor</i>	<i>Amount</i>
Multistudio	\$39,815
PEC	\$53,000
RDG	\$125,000

**RECOMMENDATION:** Due to the relationship between the City and PEC, staff and the Planning Commission recommend using PEC to complete the project. As they are completing other studies around the City, their knowledge of the infrastructure and other aspects of the City will be useful and necessary.

**COMPREHENSIVE PLAN UPDATE**

City Of Bel Aire, KS

**SCOPE OF SERVICES – DRAFT****October 10, 2022****Task 1: Community Understanding**

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

**Task 2: Vision**

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

**Task 3: City Frameworks**

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

**Task 4: Implementation**

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

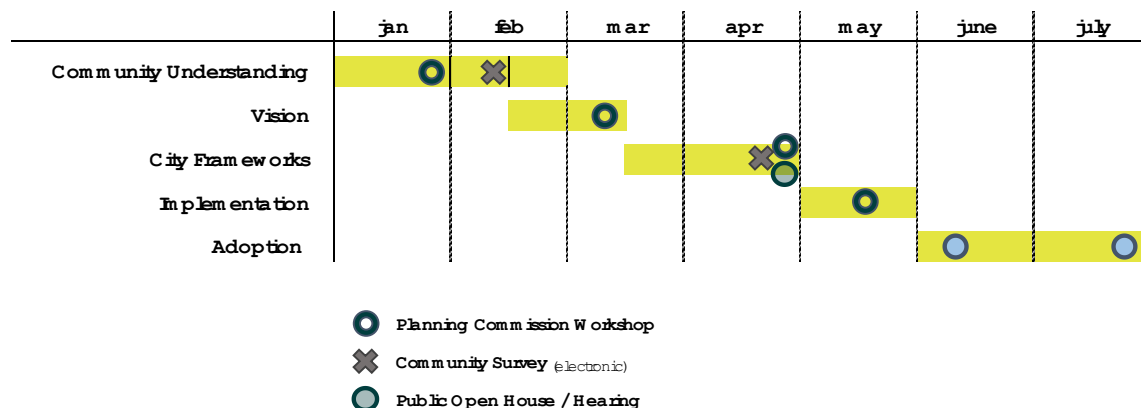
**Task 5: Adoption**

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

*City Responsibilities:*

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

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

**PROJECT SCHEDULE****FEE ESTIMATE:**

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

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

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

**Additional Services:** (At the request of the City of Bel Aire)

If additional workshops or meetings with the Planning Commission or public are necessary to inform the implementation recommendations, those services will be scoped and billed at an agreed up on amount between the City and Multistudio.

## EXHIBIT A

### A. Project Description:

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

### B. Anticipated Project Schedule:

1. PEC shall commence its services on the PROJECT within seven (7) days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT agree that the scope of services will be completed in accordance with a mutually agreed upon schedule.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### C. Project Deliverables:

1. Community Action Plan Phase 1 - Comprehensive Land Use Plan Update (.pdf format)
  - a) Community Profile
  - b) Summary of Community and Stakeholder Input
  - c) "What's Important To Us" Handout
  - d) Community Growth Assessment
  - e) Existing and Future Land Use Maps
  - f) Community Growth Decision Making Framework

### D. Scope of Services:

1. Community Action Plan Phase 1 - Comprehensive Plan Update:
  - a) Compile a Community Profile – a short summary of the key demographic, population, and economic information.
  - b) Perform cursory review of previous plans, community surveys, City policies, and recent news articles.
  - c) Facilitate a joint listening session with City Council and Planning Commission to review the existing guiding principles, vision, values, and compile candidate priorities.
  - d) Solicit input from area stakeholders including schools, developers, and community groups, anticipate a maximum of 10 individual meetings.
  - e) Solicit public input at a local community event.
  - f) Facilitate a workshop with City Council to finalize priorities.
  - g) Summarize agreed upon priorities into a "What's Important to Us" document.
  - h) Carryout a Community Growth Assessment – a high level evaluation of significant factors that will impact economic development opportunities.
  - i) Develop an existing land use map and future land use map.
  - j) Review current development related regulations, processes, and policies. Develop a decision-making framework for evaluating future development proposals and land use changes.
  - k) Compile all previous deliverables into a summary document, along with summary of process and list of participants.

- 1) Assist with Plan Update adoption process.
2. Project Management
  - a) Provide project correspondence and consultation with CLIENT.
  - b) Provide quality control review prior to submission of project deliverables.

**E. Additional Responsibilities of CLIENT:**

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

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

**F. Additional Services:**

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

1. Community Action Plan Phase 2: Chart Course
2. Community Action Plan Phase 3: Make Progress
3. 3D views of existing land use
4. 3D views of future land use
5. Provide site/corridor/area concepts
6. Provide design guidelines
7. Additional services associated with an expansion of the PROJECT or increase in PROJECT site and construction cost.

**G. Exclusions:**

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

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

**H. PEC's Fees:**

1. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of \$53,000.
2. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.





January 2, 2023

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

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

Dear Jay:

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

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

Sincerely,

RDG Planning & Design

A handwritten signature in black ink that reads "Amy A. Haase". The signature is fluid and cursive, with the first name "Amy" and last name "Haase" clearly legible.

Amy A. Haase, AICP  
Principal

AH

Enclosure: Scope and Fee

## scope of services



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

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

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

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



### PART I: COMMUNITY ENGAGEMENT

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

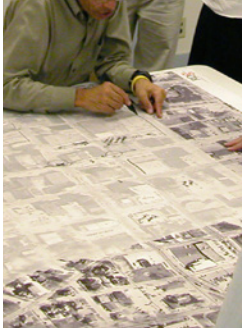
#### 1.1 COMMUNICATIONS PLAN

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

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



## scope of services



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

### 1.2 ONLINE INTERACTIVE FORUMS

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

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



### 1.3 ON-SITE MEETINGS

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



## scope of services



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

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

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

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

## scope of services



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

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

#### 2.1 FOUNDATIONAL DOCUMENT REVIEW

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

#### 2.2 ECONOMIC AND DEMOGRAPHIC TRENDS

This component includes a review of population and economic factors.

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

#### 2.3 COMMUNITY HEALTH

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

#### 2.4 HOUSING AND NEIGHBORHOOD DEVELOPMENT

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

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

#### 2.5 PARKS AND NATURAL RESOURCES

This component will include the following components.

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

#### 2.5 LAND USE INVENTORY AND URBAN DESIGN

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



## scope of services



### 2.6 TRANSPORTATION ISSUES AND CHANGES

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

### 2.7 PUBLIC FACILITIES REVIEW

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



### 2.8 UTILITY REVIEW

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

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

### 2.9 OPPORTUNITIES AND ISSUES

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



### DELIVERABLE:

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

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

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

### 3.1 FUTURE LAND DEVELOPMENT NEEDS

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

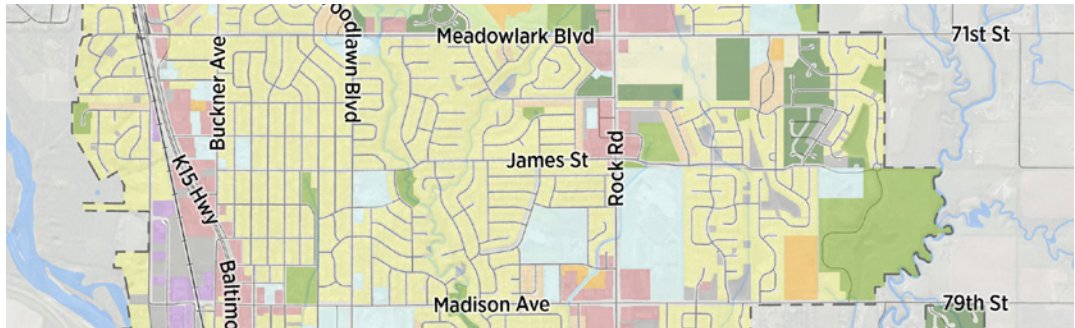
### 3.2 DEVELOPMENT CONCEPT - DESIGN STUDIO

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

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



## scope of services



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

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

### 3.3 DEVELOPMENT CONCEPT - PREFERRED SCENARIO

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

#### DELIVERABLES: SCENARIOS

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



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

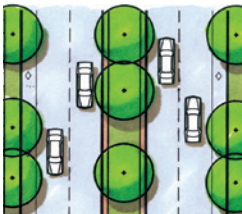
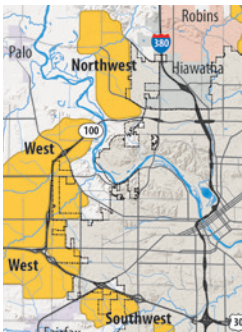
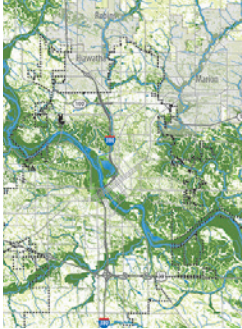
The plan elements translate to policies that will implement the community vision and achieve the preferred development concept. The goals and principles define the program and design of the city; the specific plan elements are the systems that help the design come to life. Sustainability (health, environment,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

#### 4.1 LAND USE

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

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

## scope of services



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

### 4.2 TRANSPORTATION AND MOBILITY CHOICES

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

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

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

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

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



## scope of services



### 4.4 COMMUNITY FACILITIES AND PUBLIC INFRASTRUCTURE

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

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

### 4.5 COMMUNITY CHARACTER AND DESIGN

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

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

## scope of services



### 4.6 HOUSING, NEIGHBORHOODS, AND COMMUNITY DEVELOPMENT

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

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

### 4.7 OPTIONS

#### ENHANCED SUBAREA PLAN ELEMENT

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

#### ENHANCED IMPLEMENTATION ELEMENT

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

#### DELIVERABLES:

Maps, narrative, and illustrations to communicate the plan.

## PART 5. IMPLEMENTATION STRATEGIES

### 5.1 IMPLEMENTATION WORKSHOP

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

### 5.3 GROWTH STAGING AND ANNEXATION PLAN

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

## scope of services



### 5.3 REGULATORY REVIEW

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

### 5.4 COMMUNITY OPEN HOUSE

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

### 5.5 PLAN REVIEW AND UPDATE

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



## PART 6. PUBLICATION

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

### 6.1 PUBLICATION AND FILES

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

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

### 6.2 POSTERS AND PRESENTATIONS

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



## cost estimate



### ESTIMATED COST OF SERVICES

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

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

City of Bel Aire, Kansas



**STAFF REPORT**

DATE: February 15, 2023  
TO: Ty Lasher, City Manager  
FROM: Anne Stephens, Public Works Director  
RE: Woodlawn Project – Proposed Change Order #11 - Odessa Retaining Wall Change Order

**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:**

With the sidewalk and street being installed on Odessa, it was noticed that there is a need for retaining walls at the north and south edges of the intersection with Odessa and Woodlawn.

**Goals:**

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

**Discussion:**

There are two issues necessitating these walls. First – there was not enough temporary construction easement acquired to allow for a smoothly graded transition between the new sidewalk and the existing ground. Secondly, even if enough temporary construction easement had been acquired, the root system of the large existing tree to the south would have been damaged to the point of necessitating removal of the tree and the flagpole monument located on the north property would have needed relocating/reconstruction to allow for the grading. In light of these issues, it was determined by the project team that the best current course of action to remedy the situation is to install a small retaining wall on these two corners. Pearson is not requesting any additional days through this change order.

Pearson’s cost for this change order is \$38,556.00.





Figure 1 North Corner



Figure 2 South Corner

While it is very frustrating to keep having change orders, it is not uncommon on a project of this magnitude and complexity that is being conducted in a well-established corridor with numerous underground utilities.

**Financials:**

The additional cost associated with this Change Order will be included in the bonds and paid for out of the general fund. This Change Order will increase the total annual debt service payment by \$2,960.

A summary of costs for the Woodlawn project is provided below:

Original Contract (Bid) Price	\$8,571,662.01
Change Order 1 (disincentive for temporary asphalt that did not meet specs)	(\$1.00)*
Change Order 2 (sanitary sewer line reconstruction)	\$27,038.00
Change Order 3 (working day adjustment for CO 2)	No change in cost
Change Order 4 (exploratory excavation for waterlines under UPRR (\$5,685.75) and water line lowering	\$59,655.75
Change Order 5 (quantity adjustment for steel and temporary traffic marking tape)	\$39,281.90
Change Order 6 (Shifting of Water Lines 2 & 3)	\$6,405.00
Change Order 7 (Rock Ditch Check & Odessa Water Line/RCB conflict)	\$8,872.50
Change Order 8 (Adding lights to stop sign at 45 <sup>th</sup> Street)	\$756.00
Change Order 9 (45 <sup>th</sup> Street “DO NOT TURN LEFT” sign)	\$367.50
Change Order 10 (Extra Work for Additional Cost for Elliptical Pipe)	\$1,412.25
Proposed Change Order 11 (Retaining Walls for Odessa)	\$38,556.00
<b>Total Contract Cost with Proposed Change Order 11</b>	<b>\$8,754,005.91</b>

\* This quantity was previously shown as \$2,340.00, but Pearson made a change to their mix design that negates this disincentive and there have been no additional issues since the change to the mix design.

**Recommendation:**

If Council chooses to deny this change order request, Pearson will proceed with filling in the space between the sidewalk and the existing ground (at the edge of the temporary construction easement) with a straight line. This will leave a very steep grade that will be very difficult for the property owners to mow and maintain, not to mention getting any sort of vegetation to grow along this area will be very difficult.

It is staff's recommendation for Council to approve Pearson's Change Order Request in the amount of \$38,556.00. This addition will provide for a smoother, easily maintainable, more aesthetically pleasing finished product.





February 14, 2023

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

Attention: Anne Stephens, PE

Re: KDOT Project 87 N-0678-01  
Bel-Aire / Woodlawn, 37th St. N. to 45th St. N.  
Landscape Retaining Wall Change Order Request

Anne,

Due to the steep grades at the Woodlawn & Odessa Intersection, it was determined that a Landscape Retaining Wall would be required for the project. Pearson Construction requests \$38,556.00 for this work.

The proposed cost for this change order is itemized below.

Subcontracted	\$36,720.00
OH&P @ 5%	\$1,836.00
Total	\$38,556.00

The undersigned hereby certifies, under the penalty of law for perjury or falsification, that I am authorized to submit this contract adjustment request on behalf of the Contractor and to bind the contractor, the contract adjustment request is made in good faith and, to the best of the Contractor's knowledge and belief, is a true and complete statement of the actual costs and time incurred for the Contract Change and is authorized by the Contract. I further certify that no additional claims will be submitted related to this contract adjustment request, and the Contractor has documentation that supports the contract adjustment request.

Respectfully Submitted,  
PEARSON CONSTRUCTION, LLC

A handwritten signature in black ink, appearing to read 'Tyler Stevenson', with a long horizontal flourish extending to the right.

Tyler Stevenson  
Project Manager

**From:** [Jay Anglemyer](#)  
**To:** [Anne Stephens](#); [Tyler Stevenson \(tylers@pearsonconstructionllc.com\)](mailto:tylers@pearsonconstructionllc.com)  
**Cc:** [Zimmerman, Dakota G.](#); [Milner, Richard E.](#); [Strecker, Eric L.](#); [Franks, Sean M.](#); [Steven Frank](#)  
**Subject:** 87N-0678-01 Woodlawn low-Stack Retaining Wall  
**Date:** Wednesday, December 07, 2022 12:54:34 PM  
**Attachments:** [116.001 DRY STACK WALL HALF.pdf](#)  
[207 X-SECTION SHEET HALF.pdf](#)  
[208 X-SECTION SHEET HALF.pdf](#)

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Anne and Tyler,

Attached are retaining wall plans, profiles and details for what we are thinking on Woodlawn. The extent of wall shown is less than what we discussed possibly on site. We reviewed the need for wall along Perryton and Woodlawn Ct. and determined grading should suffice at these locations. Please note the quantity of wall at the bottom right of the plan and detail sheet. The style of stone was reviewed by our landscape folks and the City. If you have questions or suggestions, please let us know.

Thanks,

**Jay Anglemyer, PE**

Civil Engineer, Principal

**MKEC** ENGINEERING SUCCESS

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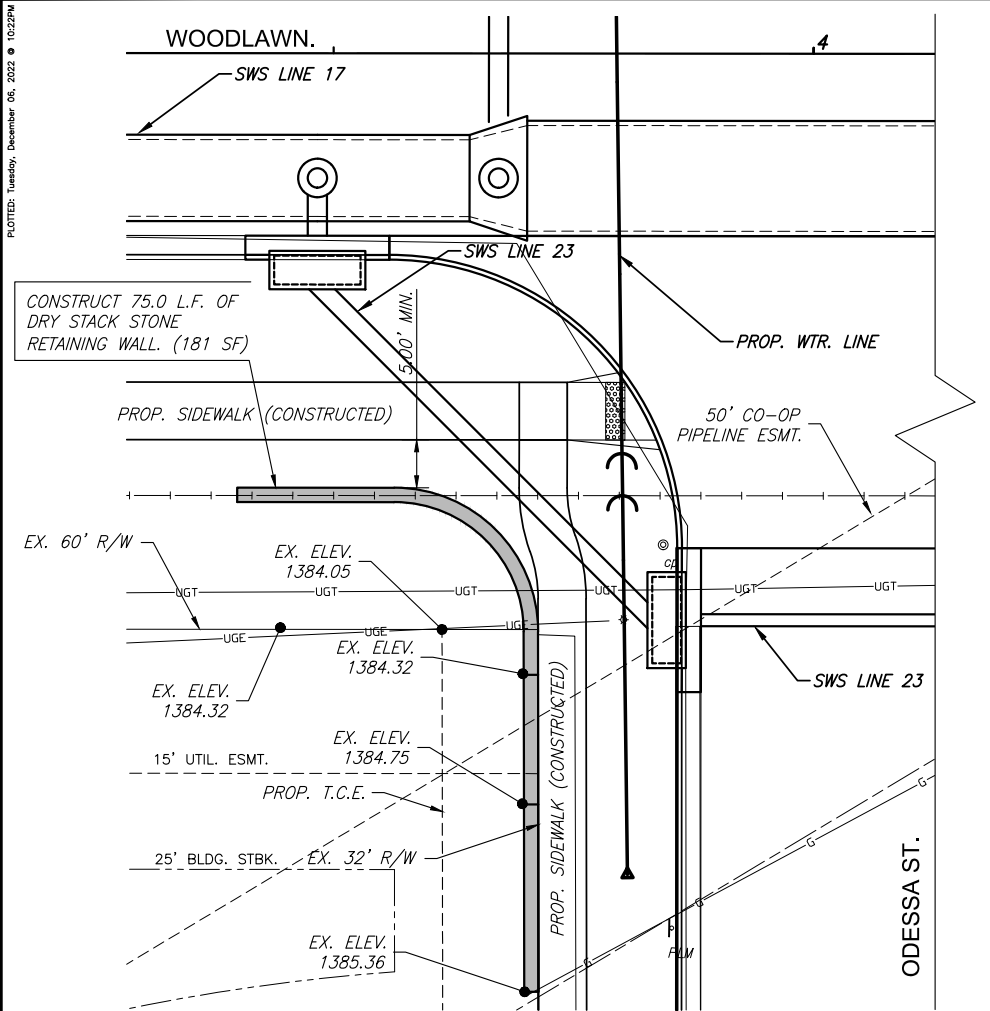
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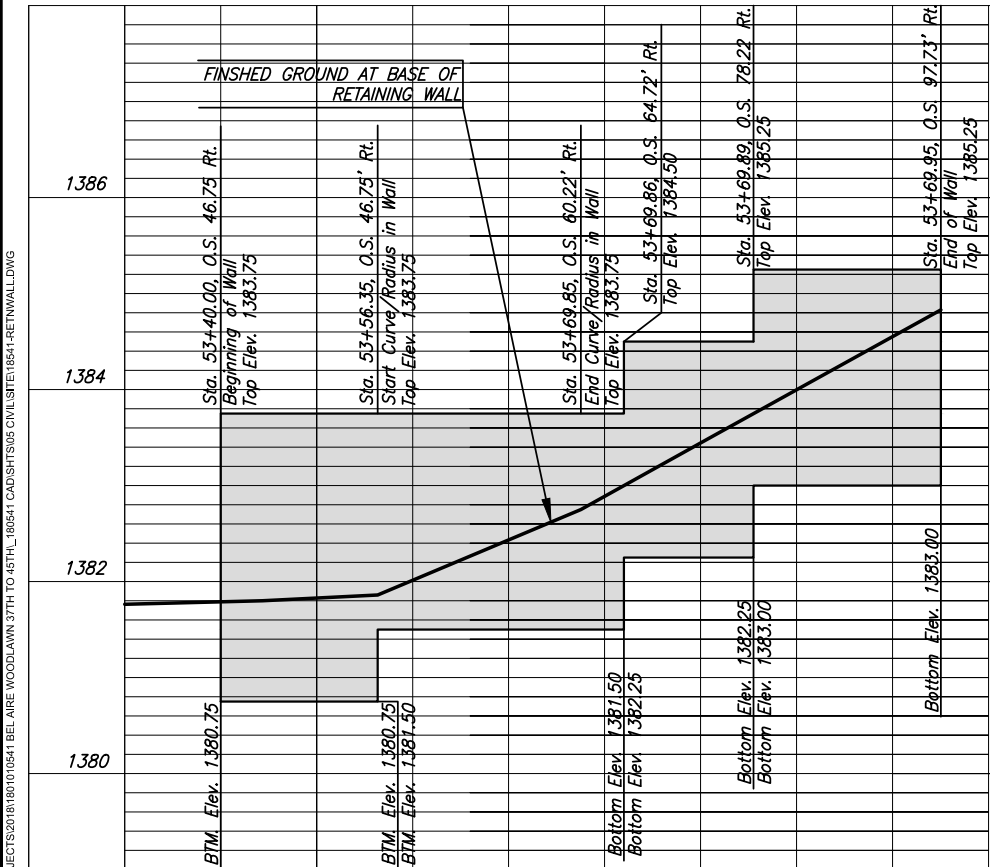
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2022 © 10/22/2022  
PLOT: Tuesday, December 05, 2022 @ 10:22PM



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**DRY-STACK STONE RETAINING WALL 1- PLAN & PROFILE**



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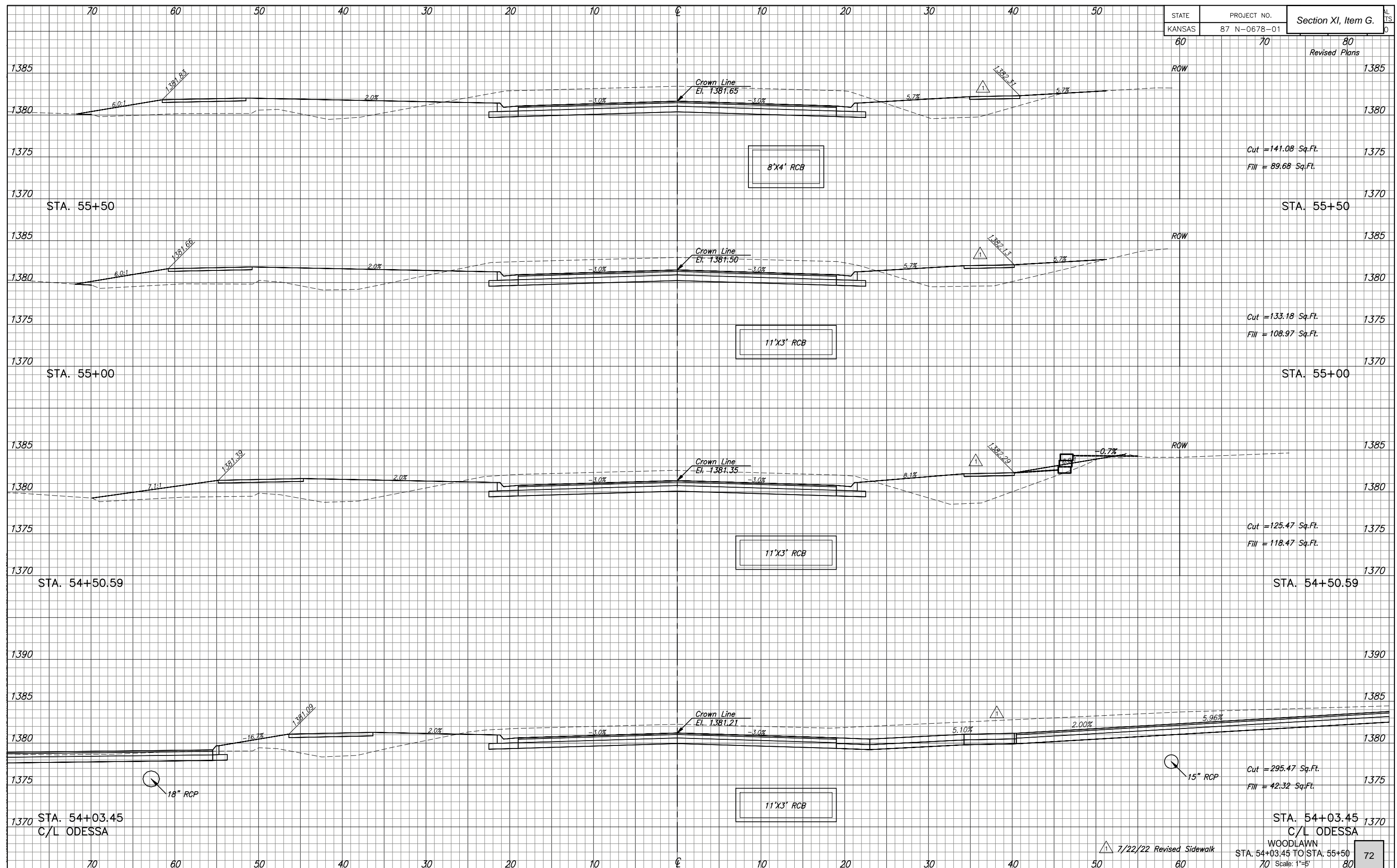
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City of Bel Aire, Kansas



STAFF REPORT

DATE: February 28, 2023  
TO: Ty Lasher, City Manager  
FROM: Anne Stephens, Public Works Director  
RE: Woodlawn Project – 18” Water Line Lowering

**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:**

During the installation of the 36” storm sewer pipe on the west side of Woodlawn, Dondlinger discovered a conflict with the City’s 18” water line pipe. After reviewing the situation, the only way to remediate the conflict is to lower the water line pipe underneath the proposed storm sewer pipe.

**Goals:**

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

**Discussion:**

As noted above, as Dondlinger was installing the 36” storm sewer pipe on the west side of Woodlawn, they discovered a conflict with the City’s existing 18” water line. After thorough research by the project team and City staff, our only option is to lower the water line. The storm sewer is constrained by the design grades and is not able to be relocated, raised or lowered.

After discussing this conflict at the Construction Progress Meeting, it was found out that if the water main lowering were to be run through the KDOT contract, the lead time on materials would be around 12 weeks since there is a “Buy American” provision in the contract. After discussing alternatives with KDOT and Pearson, KDOT and Pearson are agreeable to us negotiating directly with Dondlinger for this work as it would get us out of the “Buy American” provision and allow us to source materials that have a 1-2 week lead time instead of a 12 week lead time. While we are not able to do this with every item that comes through, this was a good place for the change in order to keep the project moving forward as quickly as possible.

In addition to the 18” water main, there is also a 6” water main that runs along the west side of the road. It originally served properties in the neighborhood in the southwest corner of 45<sup>th</sup> and Woodlawn. Due to improvements made during the water and sanitary sewer relocation project prior to the KDOT Woodlawn Reconstruction, this line is no longer needed. Dondlinger has also included

a price for capping and abandoning this water line so we do not need to worry about the conflicting locations with this 6” water line and the storm sewer lines.

Dondlinger’s cost for this change order is \$44,500.00.

**Financials:**

The additional cost associated with this Change Order will be included in the bonds and paid for out of the general fund. This Change Order will increase the total annual debt service payment by \$3,400.

A summary of costs for the Woodlawn project is provided below:

Original Contract (Bid) Price	\$8,571,662.01
Change Order 1 (disincentive for temporary asphalt that did not meet specs)	(\$1.00)*
Change Order 2 (sanitary sewer line reconstruction)	\$27,038.00
Change Order 3 (working day adjustment for CO 2)	No change in cost
Change Order 4 (exploratory excavation for waterlines under UPRR (\$5,685.75) and water line lowering	\$59,655.75
Change Order 5 (quantity adjustment for steel and temporary traffic marking tape)	\$39,281.90
Change Order 6 (Shifting of Water Lines 2 & 3)	\$6,405.00
Change Order 7 (Rock Ditch Check & Odessa Water Line/RCB conflict)	\$8,872.50
Change Order 8 (Adding lights to stop sign at 45 <sup>th</sup> Street)	\$756.00
Change Order 9 (45 <sup>th</sup> Street “DO NOT TURN LEFT” sign)	\$367.50
Change Order 10 (Extra Work for Additional Cost for Elliptical Pipe)	\$1,412.25
Proposed Change Order 11 (Retaining Walls for Odessa)	\$38,556.00
Dondlinger Water Line Lowering	\$44,500.00**
<b>Total Contract Cost with Proposed Change Order 11</b>	<b>\$8,798,505.91</b>

\* This quantity was previously shown as \$2,340.00, but Pearson made a change to their mix design that negates this disincentive and there have been no additional issues since the change to the mix design.

\*\* This change order will not be included as part of the KDOT contract, but will be run through as a completely separate contract with Dondlinger for expediency.

**Recommendation:**

It is staff’s recommendation for Council to approve Dondlinger’s quote in the amount of \$44,500.00 to lower the 18” water main and cap the existing 6” water main.



February 28, 2023

City of Bel Aire  
Attn: Anne Stephens  
City Engineer

Ref: Woodlawn – 37<sup>th</sup> Street North to 45<sup>th</sup> Street South

Dear Anne:

As requested, below is our estimated change order proposal for lowering the existing 18" waterline and capping of the existing 6" AC line that conflicts with SWS line 31. This proposal is based on imported materials.

**Add:**

New Item – Lower 18" WL @ 44 <sup>th</sup> St	1 LS @ 44,500.00/LS	\$44,500.00
<b>TOTAL ADD</b>		<b>\$44,500.00</b>

**Inclusions:**

- Installing 18" WL lowering on a 5' offset to the existing line and tying into the existing line.
- Providing 66 LF of 18" PVC C900, 8 EA of 45 deg Bends and 16 EA restraints for the fittings.
- All installation materials and hauling of the excess materials.
- Price does not include blowing off the line, just swabbing line and fitting with chlorine.
- Pipe fittings and restraints are based on imported materials and would not meet buy American.
  - **Lead times at this time are roughly 1-2 weeks, stock is not guaranteed to be available at time of order.**
- Cutting and capping of the existing 6" AC Line that, this will take 2 wide range coupling and two 6" caps.

If you have any questions, please feel free to email me at [blysen@dondlingerconst.com](mailto:blysen@dondlingerconst.com) or contact me at 316-945-0555.

Respectfully Submitted,



Braden Lysen  
Dondlinger Construction

Job Number: 221024

Kansas Department of Transportation  
Cost Breakdown

Project No. 87 NB-0678-01 County: Sedgwick Date: 2/28/2023  
 Contractor: Dondlinger & Sons Const. Co., Inc.  
 Description: PCO 10a - 18" WL Lowering  
 of Work

Materials:	Contractors			
ITEM	UNIT	COST	QUANTITY	MATERIAL AMOUNT
18" C900 PVC Pipe	LF	\$110.91	66.00	\$7,320.06
18" 45 MJ Bend	EA	\$876.15	8.00	\$7,009.20
18" PVC Restraints	EA	\$396.39	16.00	\$6,342.24
6" MJ Cap	EA	\$65.00	2.00	\$130.00
6" MJ ACC Set	EA	\$32.00	2.00	\$64.00
6" Coupling 6.23-7.6	EA	\$275.00	2.00	\$550.00
6" PVC Pipe	LF	\$5.00	10.00	\$50.00
#67 Rock Bedding	T	\$25.00	30.00	\$750.00
Fill Sand	T	\$7.00	25.00	\$175.00
6.6 Sack Mix Concrete	CY	\$109.00	1.25	\$136.25
Winter Service Fees	CY	\$5.00	1.25	\$6.25
Fuel Surcharge	EA	\$10.00	1.00	\$10.00
Short Load Fees	EA	\$100.00	1.00	\$100.00
Chlorine	LS	\$15.00	1.00	\$15.00
Water Quality Test	EA	\$130.00	1.00	\$130.00
				\$0.00
Fuel - Gas	Gal	\$3.00	0.00	\$0.00
Tax @ 7.5%	LS	\$1,714.92	0.00	\$0.00
				\$0.00
Materials Total =				\$22,788.00

Labor:	CLASSIFICATION	NO.	RATE/HOUR	TOTAL HOURS	TOTAL EACH LABOR CLASS
	Foreman-Straight Time	1	\$34.89	35.00	\$1,221.15
	Operator	2	\$24.58	35.00	\$1,720.60
	Laborer	2	\$19.57	35.00	\$1,369.90
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Labor Total =					\$4,311.65

Equipment:	TYPE	NO.	COST/HOUR	TOTAL HOURS	TOTAL FOR EACH PIECE
	Foreman - Pickup Truck	1	\$16.51	35.00	\$577.85
	Excavator Large	1	\$190.91	35.00	\$6,681.85
	Loader	1	\$84.49	35.00	\$2,957.15
	Truck - 2 Ton	1	\$27.19	35.00	\$951.65
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Equipment Total =					\$11,168.50

Payroll Additives Cost		
Insurance	9.6% of Labor	\$413.92
Social Security (FICA) & Unemployment Taxes	13.65% of Labor	\$588.54
Workmens Compensation & General Liability	7.65% of Labor	\$329.84
Employee Fringe Benefits	6.50% of Labor	\$280.26
Retirement Benefits	8.00% of Labor	\$344.93
Payroll Additive Total =		\$1,957.49

Overhead & Profit for Labor @	20%	\$862.33
Overhead and Profit for Material @	15%	\$3,418.20
Overhead and Profit for Equipment @	0%	

Total Cost for Work Above		\$44,506.17
Total Cost for Subcontractors		\$0.00
Total Cost for Referenced Work		\$44,506.17

Contractors Signature

Project Manager

Title

(First Published in the Ark Valley News on the \_\_\_\_ day of \_\_\_\_\_ 2023.)

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ANNEXING AND INCORPORATING PORTIONS OF SECTION **24-26-1E** INTO THE BOUNDARIES OF THE CITY OF BEL AIRE, KANSAS.

**WHEREAS**, WHEREAS, Leonal W. Kilgore Revocable Trust, dated October 1, 1999, as Restated and Amended,, holding fee simple title to the real property hereinafter described, desires the annexation of said real property into the corporate boundaries of the City of Bel Aire, Kansas; and has requested the same in writing on March\_\_, 2023;

**WHEREAS**, the Governing Body of the City of Bel Aire, Kansas desires to annex said real properties into the corporate boundaries of the City of Bel Aire, Kansas;

**WHEREAS**, in accordance with KSA 520(e) section (f); No resolution, notice and public hearing required under the provisions of this section shall be required as a prerequisite to the annexation of land owned by or held in trust for the city or any agency thereof or *land all of the owners of which petition for or consent thereto in writing.*

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

**SECTION 1:** Hereby certifies the land 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 real properties are legally described as:

[W 328.7 FT N 1123 FT E 1/2 NW 1/4 EXC BEG 318.85 FT E NW COR E 1/2 NW 1/4 TH E 9.86 FT TH S 532.22 FT TH NWLY 447.95 FT TH N 84.30 FT TO BEG & EXC RD ON N SEC 24-26-1E]

**AND**

[E 135 FT N 1123 FT W 1/2 NW 1/4 SEC 24-26-1E]

**SECTION 3:** The above described property meeting one or more of the conditions for annexation prescribed in KSA 520(e) section (f), 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 on June 30, 2023 and after such publication in the official City newspaper.

ADOPTED by the Governing Body of the City of Bel Aire, Kansas this\_\_ day of, March, 2023.

**Approved:**

\_\_\_\_\_  
Jim Benage, Mayor

Attest:

\_\_\_\_\_  
Melissa Krehbiel, City Clerk



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



## I. Call to Order

## II. Roll Call

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

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

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

## IV. Consent Agenda

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

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

## V. Old Business/New Business

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

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

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

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

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

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

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

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

***Motion carried 6-0***

### **Director Report**

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

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

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

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

## **VII. ADJOURNMENT**

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



# MINUTES

Aurora Park Gravel Roads Task Force  
City Hall Community Room  
7651 E Central Park Avenue  
Bel Aire, KS  
January 19, 2023 at 6:00 pm

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- I. CALL TO ORDER:** Chairperson Butch Amey called the meeting to order at 6:02 p.m. Chairperson Amey opened with a prayer.

Present were Lisa Bellecci, Chad Crittenden, Marty Couey, Sean Matheny, Logan Schrag, Judy Schroeder, Mark Schroeder, and Connie White. Carolyn Gunzelman arrived late.

Two interested residents of Aurora Park observed.

- II. INTRODUCTIONS:** New Task Force Members briefly introduced themselves.

## **III. APPROVAL OF MINUTES**

### **A. Approval of minutes of the January 3, 2023 meeting.**

**MOTION:** Logan Schrag motioned to approve the minutes of the January 3, 2023 meeting as listed. Mark Schroeder seconded the motion.

**Motion carried 9-0.**

## **IV. SCHEDULE OF MEETINGS**

**Dates and Times:** Chairman Amey recommended several meeting dates.

February: Monday 27th at 6:00 pm

March: Monday 13th and Monday 27th at 6:00 pm

**MOTION:** Chad Crittenden motioned to accept the list of Dates and Times of Task Force meetings. Logan Schrag seconded the motion.

**Motion carried 9-0.**

## **V. ELECTION OF OFFICERS**

### **A. Election of Chairperson for 2023.**

**MOTION:** Connie White motioned that Butch Amey remain as Chairperson. Logan Schrag seconded. **Motion carried 9-0.**

### **B. Election of Vice-Chairperson for 2023.**

Mark Schroeder requested suggestions from anyone else who wanted to volunteer for the Vice-Chairperson job. Marty Couey volunteered to be Vice-Chairperson. Mark Schroeder motioned to accept. Sean Matheny seconded. **Motion carried 9-0.**

## **VI. NEW BUSINESS**

Marty Couey presented preliminary information on 3 products for chemical treatment of roadways: Soil Sement, Perma-Zyme, and Envirokleen as a cheaper alternative to what is presently proposed.

Discussion included the question about the Council's willingness to work with non-local businesses and still use local contractors. Task Force members requested websites in order to do reading on our own, including sites that other members have researched.

Chair Amey reminded that one person on the Task Force was to bring our questions to city manager Ty Lasher, with a copy going to him, Chair Amey. Chad Crittenden was nominated as liaison,

**Motion** made by Logan Schrag that Chad Crittenden be the liaison to the City Manager from the Task Force. Seconded by Judy Schroeder.  
**Motion carried 10-0.**

## **VII. OLD BUSINESS:**

**A. Review of Section 3 of "The City of Bel Aire, KS - Resolution No. R-22-50"** Chair Amey requested that each member of the Task Force study the document.

**B. "Duties of the Task Force"** Chair Amey recommended that all read the Water and Drainage studies already provided. Carolyn Gunzelman shared road maintenance logs she received when requested.

## **VIII. ADJOURNMENT:**

Motion to Adjourn by **Judy Schroeder**. Seconded by Carolyn Gunzelman.  
**Motion carried 10-0.**

Time 7:08 pm



*Bel Aire Tree Board*

**CITY HALL – SENIOR CENTER**

**Meeting Minutes**

**Monday, October 24, 2022 6PM**

**I. Call to Order:** By Chairperson Gary Northwall

**II. Roll Call:**

Sylvia McCombs: Yes. Gary Northwall: Yes. Rebecca Armstrong: No  
Bruce Roepke: No. Jesse Miller: Yes. Hilde Yops: Yes

**III. Guests: Emily Ryder, Mayor Jim Benage**

**IV. Approval of Minutes from Previous Meeting:**

**Action:** Motion to approve the minutes of the September 26, 2022 Tree Board meeting.

Motion: Sylvia Second: Hilde Vote: All yea

**V. Board Member Reports/Comments**

**Sylvia: Commented that she thought that our presence at the Fall Festival went well.**

**Said that she has been in touch with Tristin Terhune, the City's Communications Director, about getting attention for the Tree Board on Social Media. A possible early November meeting will be scheduled. Jesse will also be involved in this meeting.**

**Said that she is trying to schedule a meeting with City Attorney, Jacqueline Kelly, to discuss ways to keep the Tree Board's portion of the City's website up to date.**

**Engaged Emily Ryder in conversation about the Tree City USA poster contest for 5<sup>th</sup> graders.**

**Hilde: Commented that she thought that the Board's presence at Fall Festival went well, that she talked to a lot of people and that the acorns and pine cones that we gave out were a hit.**

**Said that our table at National Night Out this year did not draw much interest, probably because of its location inside. She mentioned that if we participate in NNO next year we might want to circulate outside and hand out Tree Board information there.**

**Participated in the Tree City USA discussion with Sylvia and Emily.**

**Jesse: Will be involved with Sylvia in discussions with Tristin about the Board's use of social media.**

**Gary: Commented that the Volunteer Application in the Water Bill mailing was a good idea.**

**Said that he took the excess candy that was left over from Fall Festival to City Hall.**

**Gary will compile a spreadsheet of 2022 Tree Board hours and will email the spreadsheet to Dave Leiker for his use in filing for Tree City USA purposes.**

### **Old Business:**

**A: None.**

### **New Business:**

**A: Tree City USA Poster Contest: Because of interest from Emily Ryder and her discussion of this with Sylvia and Hilde we will consider reviving our participation in this contest for the 2023 school year.**

**B: Discussed with prospective Tree Board volunteer, Emily Ryder, her interest in joining the Tree Board.**

**C: Mayor Benage questioned the Board about information on good types of turf grasses in this area. Sylvia will research this and inform the mayor. We explained to Mayor Benage how we use Kansas State research and Sedgwick County Extension for our information source as they are the specialists.**

**B: Next meeting date...February 27, 2023 at 6PM at City Hall.**

**VI. Adjournment:**

**Action: Motion to adjourn.**

**Motion: Hilde. Second: Jesse. Vote: Yes unanimous.**

**Meeting adjourned at: 7:30 PM.**

City of Bel Aire Utility Advisory Committee Minutes  
Wednesday, January 11, 2023

1. Called to order at 3:00 pm
2. In attendance: Dan Broyles, Terry Ercolani, Antonio Kit, Bill Moss, Art Tenbrink. Also, Mayor Benage
3. Approval of agenda: Bill motion, Dan second. Approved.
4. Approval of Dec. 14, 2022 meeting minutes: Bill motion, Dan second. Approved.
5. New business
  - a. UAC membership review
    - i. UAC now back up to five members with the addition of Antonio Kitt
    - ii. Reviewed UAC member information. Bill Moss (not Dan Broyles) was voted as the Vice Chair at last December's meeting.
  - b. Stage 1 Water Watch
    - i. Art handed out information regarding the State 1 Water Watch that Bel Aire has entered (along with the city of Wichita)
    - ii. The trigger for Wichita entering this is probably due to Lake Cheney being below pool level for over one year; Bel Aire's trigger for entering Stage 1 is because one of our water providers (Wichita) has entered Stage 1
    - iii. Stage 1 requires education, management, and regulation actions. The regulation actions at Stage 1 are advisory. Bel Aire will make occasional news releases at various media outlets to promote water conservation. Management actions for the city include fixing leaks promptly and curtailing certain activities (such as hydrant flushing and street cleaning).
    - iv. Wichita may bring back savings/rebate for water saving devices
  - c. 2022 UAC Annual Report and 2023 Goals and Objectives
    - i. Art prepared the UAC 2022 Annual Report
    - ii. Discussed Item 11 regarding sprinkler backflow. The backflow device inspection requirement is for every two years. There may be documentation issue (with the city) as to whether a homeowner has a sprinkler system but the system is disconnected.

- iii. The 2022 Annual Report was reviewed and approved by all UAC members during the meeting. The report will be sent to Melissa Krehbiel, City Clerk
- iv. Art prepared the 2023 Goals and Objectives
- v. Discussed Item 8, UAC field trip during 2023. Suggestions were:  
Hutchinson recycling center, water reclamation center, new water plant (to be completed in 2024), existing water treatment plan and renovation.  
Chosen by the group: Hutchinson recycling center.
- vi. The 2023 Goals and Objectives were reviewed and approved by all UAC members during the meeting. The report will be sent to Melissa Krehbiel, City Clerk

#### 6. Roundtable discussion

- a. Dan, Terry, Antonio, Art: no report
- b. Bill discussed potential for paving streets in Aurora neighborhood. In the 1970s, this was discussed among the residents. Some objected due to loss of landscaping. Survey information might be available from those past discussions with residents; this might be useful for the current residents to review.
- c. Mayor Benage:
  - i. Bel Aire will request water rights review at the state level. Water rights changes would allow different usage criteria to be created and this may help to reduce overall water usage. The CCUA has water rights, but these must be managed appropriately (for example, pump only a certain amount of water out of each well). It was noted that 85% of Kansas water usage is for farm/agriculture and 15% for urban needs.
  - ii. Answered questions regarding brush drop-off site. Bel Aire discontinued this site for various reasons. Setting this back up would require compliance with fire codes that could add \$100,000 to the cost. Partner with Kechi for their brush site? Maybe Park City? The mayor will discuss this with Kechi personnel. It was noted that the twice-per-year trash and limb pickup program (Curbside Clean Up) replaced the past drop-off programs, with positive results from the community.



7. Next meeting: UAC meeting February 8, 2023, 3-5 pm at City Hall Senior Center.  
Accepted by the UAC members present.
8. Old, continuing, future business: discussed 2023 events schedule. Tristan talked with Art regarding Curbside Clean Up. The following dates for 2023 have been decided on:  
May 20 and October 7.
9. Adjournment of meeting: Bill motion, Terry second. All approved. Meeting adjourned at 5:00 pm



## MANAGERS REPORT

**DATE:** March 6, 2023  
**TO:** Mayor Benage and City Council  
**FROM:** Ty Lasher, City Manager  
**RE:** March 7, 2023 Agenda

### **Proclamation (Item V)**

March is American Red Cross Month. The Red Cross uses this month to honor and celebrate all the volunteers who support the mission of their organization. Local civic groups often host blood drives in Bel Aire. This proclamation supports the Red Cross in the great work they do.

### **Consent Agenda (Item VII)**

In an effort to make meetings more efficient, Mayor Benage has requested that the Consent Agenda be utilized more. For this meeting, several items have been included under consent:

- Minutes of the February 21<sup>st</sup> City Council meeting.
- Four applications for permits to sell fireworks have been received and are on the agenda. Bel Aire codes allow four (4) retail fireworks permits to be issued annually. All of the applicants held permits last year and all have submitted the required paperwork for 2023.
- A Final Amendment to Employment Agreement for the City Attorney.
- Mayor's appointment of Gary Breault to the Aurora Park Gravel Roads Task Force – The Task force currently has 10 members and can have a maximum of 12.

### **Appropriations Ordinance (Item VIII)**

The finance department has formatted the AP Ordinance report in a manner that is hopefully easier to read. Feedback is appreciated. The reporting period includes \$200,000 for capital projects, meter installation totaling \$48,000, trash service at \$39,000 and CCUA expenses of \$260,000.

### **Incentive Agreement Between the City and Integra Technologies (Item A)**

City staff and Integra representatives have been working on an incentives package over the last month. Various alterations occurred over that timeframe and council has seen what those look like. We believe the agreement will be

completed by Tuesday. A special meeting for an executive session will be held prior to the regular meeting. Staff will present the final agreement for any last-minute changes. On the agenda is action for final approval.

**Letter of Support for Integra CHIPS Incentives (Item B)**

The federal CHIPS application requires a letter of support from the local jurisdiction of where the business will be located. Staff worked with Integra on the wording. Once approved, the letter will be included in the application packet.

**Resolution of Support for Integra CHIPS Incentives (Item C)**

The CHIPS grant also requires a formal Resolution of Support approved by the governing body. The resolution has been approved by Integra as meeting the requirements in the grant and is on the agenda for formal adoption.

**Letter of Intent to Issue IRBs for Integra Technologies, Inc. (Item D)**

One of the incentives outlined in the Incentives Agreement for Integra is a 10-year, 100% property tax abatement. This is achieved through the Industrial Revenue Bond (IRB) process. Since the Integra proposal includes a phase 1 building of 1 million square feet and a phase 2 of an additional 1 million square feet, the Letter of Intent addresses both phases. This is the same process used for Bayside Development a month ago. Gilmore & Bell will be at the meeting to answer any questions.

**Special Presentation and Recess (Item E)**

This is Jaci's last meeting as City Attorney, as she has accepted a position in Derby. Mayor Benage would like to recognize her five years spent in Bel Aire. Also on the agenda, following the presentation, is a motion for a recess. The recess will allow guests from the public and the media who may be here only for the Integra items (A-D) to leave the meeting. During the recess, light refreshments will be served in the foyer outside Council Chambers.

**Quote for Comprehensive Development Plan (Item F)**

The current Comprehensive Development Plan was adopted in 2014. The comprehensive development plan is required by state statute to be updated periodically. The plan serves as a reference point for developers and also for Planning Commission decisions. With as much growth as Bel Aire has experienced since 2014, and with major new growth on the horizon, it is time to update the plan.

In 2014, the Planning Commission and staff invested a lot of time in coordinating the required community input meetings, research, and writing for the plan. This time around, the Planning Commission and staff have decided that more expertise is needed for this very time-intensive project. Planning

Commission and staff agree that it is necessary to hire a firm to do this work. Planning Commission will serve as the steering committee and provide regular feedback to the firm throughout the project. The final draft of the plan will be reviewed by Planning Commission and then sent to the City Council for adoption.

Staff requested quotes from three firms that have provided plans for other local cities. At their February meeting, Planning Commission reviewed examples of the companies' work; links to those examples have been provided in your agenda packet. All of the companies have good reputations. Although Multistudio provided the lowest quote, Planning Commission and staff are recommending that Council select PEC for this project. PEC has many years of experience with these kinds of projects and is currently working on other studies for Bel Aire. PEC's knowledge of Bel Aire's infrastructure will be useful for completing the plan. Funding for the project will be paid from the Capital Improvement Reserve Fund. Staff recommends that council accept the quote from PEC in the amount of \$53,000.

#### **Change Order from Pearson Construction for retaining walls (Item G)**

This Item was tabled at the last meeting because the Council wanted more information on future maintenance responsibilities. Jaci will be at the meeting to answer questions.

#### **Dondlinger Quote to Lower 18" Water Line, Cap 6" Water Line (Item H)**

During the installation of storm sewer pipe on the west side of Woodlawn, Dondlinger discovered a conflict with the City's 18" water line pipe. After reviewing the situation, the only way to remediate the conflict is to lower the water line underneath the proposed storm sewer pipe. Normally, this work would be done through the KDOT contract with Pearson. However, if done through KDOT, the current lead time on materials would be 12 weeks. After discussion with KDOT and contractors, the project team came up with an alternative that will reduce the wait time. The alternative is for the City to negotiate directly with the subcontractor, Dondlinger, which would reduce the lead time for materials to 1-2 weeks. This will require a change order be approved.

In addition to the cost of the water line lowering, the change order presented in your packet includes costs for capping a 6" water main that runs along the west side of the road. Capping this unnecessary line will prevent other conflicts with storm sewer. The line originally served properties in the southwest corner of 45th and Woodlawn but due to water system improvements made prior to the KDOT Woodlawn Reconstruction, this line is no longer needed. The additional cost for the Change Order will be included in the project bonds and paid out of the general fund. This Change Order will increase the total annual debt service payment by \$3,400. Staff recommends that Council

approve Dondlinger's quote in the amount of \$44,500.00 to lower the 18" water main and cap the existing 6" water main.

**Agreement For Ordinance Annexation -Kilgore property (Items I&J)**

Jaci has been working with the owners of this property to annex it into the City. This property includes a roughly 15-acre tract of land along 53<sup>rd</sup> street. The owners have signed (as of Tuesday) an agreement to have their property annexed into Bel Aire. The agreement includes a temporary tiered tax rebate, zoning plan, plan for their current animals and an agreement to allow the property to attach to city water and sewer at a later time, most likely initiated by the owners. This allows the city to clean up an "island" that is completely surrounded by the city limits. Annexing this property into Bel Aire would make the boundary lines of the City contiguous. The City is able to provide sewer, water, and police service to the property. Staff recommends that Council approve the agreement for consent annexation and the related ordinance.

**City Requested Appearances (Item XII)**

Ken Lee and Chris Bohm from Garver will be here to give an update on 45<sup>th</sup> Street construction progress.

**Executive Session (Item XIII)**

Staff has no need for an executive session.

**Discussion and Future Issues - March Workshop (Item XIV)**

This month the City Council workshop is planned for March 14<sup>th</sup> at 6:30 p.m. Included on the agenda is street, water & sewer CIP projects for 2023. Also, discussion on the City Attorney position. If time, we will discuss public versus private utilities.