



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
May 20, 2025 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Tyler Dehn ____ Emily Hamburg ____
Tom Schmitz ____ John Welch ____

III. OPENING PRAYER: Mark Posson

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Approval of Minutes of the May 6, 2025 City Council meeting.

B. Approve the reappointment of Ted Henry as City Manager for the next twelve months.

C. Approve the reappointment of Maria Schrock as City Attorney for the next twelve months.

D. Approve the reappointment of Terry Beall as Municipal Court Judge for the next twelve months.

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

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 25-09 in the amount of \$1,761,973.55.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 25-09.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

A. **Gary Janzen, Director of Public Works & Utilities, City of Wichita - Water Reuse**

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

X. REPORTS

A. **Council Member Reports**

B. **Mayor's Report**

C. **City Attorney Report**

D. **City Manager Report**

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. **Consideration of a request by Waste Connections for a rate increase of 2%, for solid waste and recycling services. Herschel West, Waste Connections, will present the request.**

Action: Motion to (approve / deny / table) a _____ % rate increase for solid waste and recycling services fees paid by the City to Waste Connections, effective June 1, 2025, (As Presented / As Amended) in the First Amendment Agreement, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. **Consideration of the Change Order Request No. 3 from APAC for additional full-depth asphalt replacement in the amount of \$120,502.00.**

Action: Motion to (approve / deny / table) the Change Order Request No. 3 from APAC in the amount of \$120,502.00 for additional full-depth replacement, and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

C. **Consideration of accepting a bid for the 45th and Oliver Bridge Project. Two bids were received:**

	<u>Engineer's Est.</u>	<u>Dondlinger</u>	<u>Mies</u>
Bid	\$429,585.50	\$362,037.20	\$430,000.00

Action: Motion to (accept / deny / table) the bid from _____ in the amount of \$_____ for the 45th and Oliver Bridge Project and authorize the Mayor to sign the Agreement and Notice of Award

Motion _____ Second _____ Vote _____

D. Consideration of accepting a bid for the 53rd and Rock Road Culvert Replacement Project. Two bids were received:

Engineer's Est Dondlinger Mies

Bid \$104,730.00 \$130,689.00 \$136,000.00

Action: Motion to (accept / deny / table) the bid from _____ in the amount of \$_____ for the 53rd and Rock Road Culvert Replacement Project and authorize the Mayor to sign the Agreement and Notice of Award.

Motion _____ Second _____ Vote _____

E. Consideration of A Second Amendment to the Tierra Verde Planned Unit Development (PUD) Agreement.

Action: Motion to (approve / deny / table) A Second Amendment to the Tierra Verde PUD Agreement for the Tierra Verde South Addition (As Presented / As Amended), contingent upon all PUD property owners signing the agreement, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

F. (VAC-25-02) Consideration of An Ordinance Approving the Recommendation of The Bel Aire Planning Commission Recommending a Vacation Request in the City to Vacate a Platted Fifteen-Foot-Wide Building Setback on Lot 1, Block 2, Tierra Verde South Addition, To Proceed with the Development of Twelve, Two-Family Dwellings and Site Work, Generally Located Between 45th And 49th Street on Tierra Lakes Parkway and West of Webb Road.

Action: Please choose one of the following (3) options.

1. Motion to approve the findings of fact and recommendation of the Planning Commission for VAC-25-02, Adopt the Ordinance as Presented, and authorize the Mayor to sign. (simple majority, 4 votes required)

2. Motion to override the findings of fact and recommendation of the Planning Commission for VAC-25-02, Adopt alternate findings, disapprove the Vacation request and Ordinance. (2/3 majority, 4 votes required)

3. Motion to return the findings of fact and recommendation of the Planning Commission for VAC-25-02 to the Planning Commission for further consideration, with a statement specifying the basis for failure to approve or disapprove, the statement is; _____. (simple majority, 4 votes required)

Motion _____ Second _____ Roll Call Vote:

Greg Davied ____	Tyler Dehn ____	Emily Hamburg ____
Tom Schmitz ____	John Welch ____	Mayor Jim Benage ____

G. PUD-25-01 Consideration Of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending An Amendment To The Tierra Verde PUD, That Amends The Allowed Density Of Units, Minimum Setbacks, Height And Area Regulations, Parking, And Landscape Requirements, Generally Located Between 45th And 49th Street On Tierra Lakes Parkway And West Of Webb Road.

Action: Please choose one of the following (3) options, in accordance with K.S.A. 12-756(b).

1. Motion to approve the findings of fact and recommendation of the Planning Commission for PUD-25-01, Adopt the Ordinance as Presented, and authorize the Mayor to sign. (simple majority, 4 votes required)
2. Motion to override the findings of fact and recommendation of the Planning Commission for PUD-25-01, Adopt alternate findings, disapprove the zone change request and Ordinance. (2/3 majority, 4 votes required)
3. Motion to return the findings of fact and recommendation of the Planning Commission for PUD-25-01 to the Planning Commission for further consideration, with a statement specifying the basis for failure to approve or disapprove, the statement is; _____. (simple majority, 4 votes required)

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____
Tom Schmitz _____ John Welch _____ Mayor Jim Benage _____

H. Consideration of accepting a bid for the Bel Aire Lakes Paving and Drainage Project. Four bids were received:

	<u>APAC</u>	<u>KS Paving</u>	<u>Pearson</u>	<u>Prado</u>
Base Bid	\$2,034,478.20	\$1,718,570.25	\$1,685,465.35	No Bid
Add Alt A	\$27,631.00	No Bid	\$68,624.00	No Bid
Base + Alt A	\$2,062,109.20	No Bid	\$1,754,089.35	No Bid
Add Alt B	\$429,134.00	\$234,894.40	\$146,809.00	\$477,129.35
Base + Alt B	\$2,463,612.20	\$1,953,464.65	\$1,832,274.35	\$1,936,145.60
Base + A + B	\$2,491,243.20	No Bid	\$1,900,898.35	No Bid

Action: Motion to (accept / deny / table) the bid from _____ for (asphalt / concrete) paving in the amount of \$_____ for the Bel Aire Lakes Paving and Drainage Project and authorize the Mayor to sign the Agreement and Notice of Award.

Motion _____ Second _____ Vote _____

I. Consideration of Resolution Accepting A (BASE) Grant Award from the Kansas Department of Commerce.

Action: Motion to (adopt / deny / table) A Resolution authorizing acceptance of the Building A Stronger Economy (BASE) Grant Award of \$4,716,225 from the Kansas Department of Commerce (As Presented / As Amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

J. Consideration of accepting a quote to purchase a replacement UTV for the Bel Aire Recreation Center. Three quotes were received:

<u>Model</u>	<u>Vendor</u>	<u>Quote</u>
Cushman Hauler 1200x	Kansas Golf & Turf	\$9570.75
John Deere Gator TX	Prairieland Partners	\$10,643.88
Club Car 550	Clear Creek Golf Cars	\$14,003.00

Action: Motion to (accept / deny / table) a quote for a new UTV, from _____ in an amount not to exceed \$ _____ funded by the equipment replacement fund, and authorize Mayor to sign the Contract (As Presented / As Amended.)

Motion _____ Second _____ Vote _____

XII. 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 _____

XIII. DISCUSSION AND FUTURE ISSUES

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

A. Public Works Report - April 2025

B. Planning Commission Approved Minutes - April 2025

C. Recreation Activities - April 2025

D. City Manager's Report - May 20, 2025

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Video of this meeting can be streamed at www.belaireks.gov and on YouTube.

Please make sure all cell phones and other electronics are turned off and put away.



MINUTES
CITY COUNCIL MEETING
 7651 E. Central Park Ave, Bel Aire, KS
 May 06, 2025 7:00 PM



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

II. ROLL CALL

Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Tom Schmitz, and John Welch were present.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, Director of Community Development Paula Downs, Director of Finance Barry Smith, City Clerk Melissa Krehbiel, and Bond Counsel Kevin Cowan of Gilmore and Bell, PA.

III. OPENING PRAYER: Father Andrew Labenz provided the opening prayer.

IV. FLAG CEREMONY: Presentation of the colors by Scout Troop # 585

The Boy Scouts presented the colors and led the pledge of allegiance to the American flag.

V. DETERMINE AGENDA ADDITIONS: Mayor Benage stated that Agenda Items XI. F, G, and H would be removed from the agenda.

VI. CONSENT AGENDA

A. Approval of Minutes of the April 15, 2025 City Council meeting.

B. Approval of Minutes of the April 29, 2025 City Council Special Meeting.

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 25-08 in the amount of \$2,379,971.08.

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance No. 25-08. Councilmember Schmitz seconded the motion. ***Motion carried 5-0.***

VIII. CITY REQUESTED APPEARANCES

A. Luke Peter, PEC – 2025 Street Maintenance Project Update

Luke Peter, PEC, gave an update on the progress of the 2025 Street Maintenance Project including details about the change orders requested later in this meeting. He also asked for Council input on whether to go ahead with planned pavement marking on Rock Road. Councilmembers expressed a consensus to wait until pavement repairs are made to Rock Road before continuing with stripping.

IX. CITIZEN CONCERNS: No one spoke.

X. REPORTS

A. Council Member Reports

Councilmembers Schmitz and Welch said the new park playground equipment and street repairs look good.

Councilmember Davied briefly reported on the latest CCUA meeting.

Councilmember Dehn reminded everyone that the Bel Aire Chamber will host their monthly meeting tomorrow. Today he attended the K-254 Corridor KDOT local consult task force meeting.

Councilmember Hamburg briefly reported on the latest CCUA meeting. On April 16th she attended the Arbor Day celebration at Eagle Lake Park. She thanked Sunrise Christian Academy students for their help in picking up litter around the City.

B. Mayor's Report

Mayor Benage briefly reported on the latest CCUA meeting, and a pre-construction meeting for the new wastewater treatment plant. Last Saturday, he attended the Change of Command Ceremony for the US Army 451st Sustainment Command.

On April 22nd, Mayor Benage, Councilmember Dehn, Councilmember Hamburg, the City Manager, and City Attorney met with representatives of USD 259 regarding traffic patterns at Isely Magnet Elementary School.

Mayor Benage congratulated Northeast Magnet High School students for placing in the 2025 Congressional Arts Competition. He also read a note of thanks for the curb and gutter replacement and street resurfacing recently completed in Pearson's Addition.

C. City Attorney Report

City Attorney Maria Schrock briefly reported on recent employee training regarding sexual harassment prevention in the workplace.

D. City Manager Report

City Manager Ted Henry reported on the installation of the new playground equipment in Eagle Lake Park and shared options for relocating the sand volleyball court.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

- A. Consideration of A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Amending Its Resolution No. R-24-04, Which Relates To The Advisability Of Issuing Taxable Industrial Revenue Bonds For A Certain Facility To House A Meat Processing Supply And Equipment Commercial Facility To Be Located In The City.**

MOTION: Councilmember Welch moved to adopt A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Amending Its Resolution No. R-24-04, Which Relates To The Advisability Of Issuing Taxable Industrial Revenue Bonds For A Certain Facility To House A Meat Processing Supply And Equipment Commercial Facility To Be Located In The City and authorize the Mayor to sign. Councilmember Schmitz seconded the motion. *Motion carried 5-0.*

- B. Consideration of Work Order No. 25-02 from PEC, for Final Design and Construction Administration Phases of roadway and drainage improvements along Woodlawn Avenue from 37th Street North to 45th Street North.**

MOTION: Councilmember Dehn moved to approve Work Order No. 25-02 from PEC for Woodlawn Avenue from 37th Street North to 45th Street North As Presented and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

- C. Consideration of approving Change Order No. 2 for the 2025 Street Maintenance Project for replacement of asphalt at certain locations on Stratford Lane, Stratford Court, and Hillcrest and 45th Street.**

MOTION: Councilmember Welch moved to accept Change Order No. 2 for the 2025 Street Maintenance Project for replacement of asphalt at certain locations on Stratford Lane, Stratford Court, and Hillcrest and 45th Street, in the amount not to exceed \$107,024.00 and authorize the Mayor to sign. Councilmember Schmitz seconded the motion. *Motion carried 5-0.*

- D. Consideration of A Planned Unit Development (PUD) Agreement for the Chapel Landing Addition R-PUD.**

MOTION: Councilmember Dehn moved to approve the Planned Unit Development Agreement for the Chapel Landing Addition R-PUD As Presented and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 4-1,* with Councilmember Welch voting against the motion.

- E. (PUD-24-04) Consideration Of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending Approval of a Zone Change Request from Single-Family Residential District “R-4” to a Planned Unit Development Residential District “R-PUD” (Chapel Landing Addition R-PUD), Generally Located at 53rd Street North and Bristol Street.**

Mayor Benage announced the agenda item and the general location of the property. Before proceeding with the hearing Mayor Benage asked each Councilmember if anyone intended to disqualify themselves from participating in the case because of a conflict of

interest. No one was disqualified. He asked if anyone on the Council had received any ex parte verbal or written communications which they would like to share. The answer was no. The City Clerk then confirmed that a protest petition had not been filed regarding this case. Mayor Benage then confirmed that everyone on the Council had received the Unapproved Minutes of the Planning Commission for April 10, 2025, which summarizes the public hearing for this case.

Paula Downs, Community Development Director, provided a brief overview of the case and the Planning Commission’s recommendation, and stood for questions from the Council.

Mayor Benage invited the agent for the applicant to speak on the matter. Jay Cook, Baughman Company, spoke on behalf of the applicant.

Mayor Benage then opened the public comments section of the meeting. No one spoke. Mayor Benage then closed the public comments section. The City Clerk confirmed that no written communications had been received regarding this case.

The Council deliberated. Councilmembers expressed general agreement with the recommendations of the Planning Commission and City staff.

MOTION: Councilmember Dehn moved to approve the findings of fact and recommendation of the Planning Commission for PUD-24-04, Adopt the Ordinance as Presented, and authorize the Mayor to sign. Councilmember Schmitz seconded the motion.

Roll Call Vote:

Greg Davied – Aye	Tyler Dehn – Aye	Emily Hamburg – Aye
Tom Schmitz – Aye	John Welch – Aye	Mayor Jim Benage – Aye

Motion carried 6-0.

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

The Council then held a brief recess. At 8:24 p.m. Mayor Benage called the meeting back to order.

F. Consideration of A Planned Unit Development (PUD) Agreement for the Tierre Verde South Addition.

This item was removed from the agenda by the Mayor.

G. (VAC-25-02) Consideration of An Ordinance Approving the Recommendation of The Bel Aire Planning Commission Recommending a Vacation Request in the City to Vacate a Platted Fifteen-Foot-Wide Building Setback on Lot 1, Block 2, Tierre Verde South Addition, To Proceed with the Development of Twelve, Two-Family Dwellings and Site Work, Generally Located Between 45th And 49th Street on Tierra Lakes Parkway and West of Webb Road.

This item was removed from the agenda by the Mayor.

- H. PUD-25-01 Consideration Of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending An Amendment To The Tierre Verde PUD, That Amends The Allowed Density Of Units, Minimum Setbacks, Height And Area Regulations, Parking, And Landscape Requirements, Generally Located Between 45th And 49th Street On Tierra Lakes Parkway And West Of Webb Road.**

This item was removed from the agenda by the Mayor.

- I. Consideration of Accepting "Change Order No. 4" for addition of a fire hydrant near the Webb Road sanitary sewer lift station, and rescinding a motion related to "Change Order No. 2 (Bel Aire Lakes Addition Phase 1)".**

MOTION: Councilmember Davied moved to rescind a Motion passed at the Bel Aire Council Meeting on April 15, 2025 to; “accept Change Order No. 2 (Bel Aire Lakes Addition Phase 1) for addition of a fire hydrant near the Webb Road sanitary sewer lift station in the amount not to exceed \$35,000, give city engineer authority to work through a plan, negotiate a final price, and authorize the Mayor to sign”. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

MOTION: Councilmember Davied moved to accept a new change order, “Change Order No. 4”, for the Bel Aire Lakes Addition Phase 1, for the addition of a fire hydrant near the Webb Road sanitary sewer lift station in an amount not to exceed \$15,000 and authorize the Mayor to sign. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

- J. Consideration of approving a quote from Tyler Technologies for Tyler One ERP Pro Payments (credit card fees).**

MOTION: Councilmember Welch moved to accept the quote from Tyler Technologies for Tyler One ERP Pro Payments (credit card fees). Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

- K. Consideration Of A Resolution Approving The Acceptance of Credit Cards As A Means To Pay City Obligations.**

City Attorney Maria Schrock shared amended copies of the Resolution with the Council. Changes to Section 1 were identified in red font.

MOTION: Councilmember Welch moved to adopt A Resolution Approving The Acceptance Of Credit Cards As A Means To Pay City Obligations As Amended in red and authorize the Mayor to sign. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

- L. Consideration of A Resolution In Support of the Preservation of Tax-Exempt Financing.**

MOTION: Councilmember Welch moved to adopt A Resolution In Support of the Preservation of Tax-Exempt Financing As Presented and authorize the Mayor to sign. Councilmember Schmitz seconded the motion. ***Motion carried 3-2,*** with Councilmembers Davied and Hamburg voting against the motion.

XII. EXECUTIVE SESSION: None

XIII. DISCUSSION AND FUTURE ISSUES

A. Workshop - May 13, 2025 at 7:00 p.m.?

The Council briefly discussed the agenda for the next workshop, to be held on May 13th at 7:00 p.m.

XIV. ADJOURNMENT

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

Approved by the City Council this _____ day of _____, 2025.

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk



City of Bel Aire, KS

Section VII, Item A.
APPROPRIATION
By Vendor DBA

Payment Dates 4/30/2025 - 5/13/2025

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0178 -					
AFLAC	EMPLOYEE MONTHLY PREMI...	04/30/2025	05/01/2025		545.62
AFLAC	EMPLOYEE MONTHLY PREMI...	04/30/2025	05/01/2025		138.08
Vendor DBA 0178 - AFLAC Total:					683.70
Vendor DBA: 2122 -					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	04/28/2025	05/01/2025		19.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	04/28/2025	05/01/2025		11.70
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	04/28/2025	05/01/2025		23.40
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	04/28/2025	05/01/2025		23.40
Vendor DBA 2122 - AIR CAPITOL EXTERMINATING Total:					78.00
Vendor DBA: 2790 -					
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYMENT SCREENING	05/07/2025	05/09/2025		70.00
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYMENT SCREENING	05/07/2025	05/09/2025		35.00
Vendor DBA 2790 - ARC PHYSICAL THERAPY PLUS Total:					105.00
Vendor DBA: 0055 - ARK VALLEY NEWS					
ARK VALLEY NEWS	PUBLICATIONS	05/08/2025	05/09/2025		99.84
ARK VALLEY NEWS	BREEZE AD	05/08/2025	05/09/2025		500.00
Vendor DBA 0055 - ARK VALLEY NEWS Total:					599.84
Vendor DBA: 0054 - AT&T GLOBAL NETWORK					
AT&T GLOBAL NETWORK	INTERNET BACKUP	04/28/2025	04/30/2025		150.00
Vendor DBA 0054 - AT&T GLOBAL NETWORK Total:					150.00
Vendor DBA: 0172 -					
ATLAS ELECTRIC LLC	SECURITY CAMERA REPLACE...	04/29/2025	05/01/2025		160.00
ATLAS ELECTRIC LLC	TIME CLOCK INSTALL	04/29/2025	05/01/2025		160.00
Vendor DBA 0172 - ATLAS ELECTRIC LLC Total:					320.00
Vendor DBA: 0174 -					
BANK OF NEW YORK MELLON ...	04/25 O&M/DEBT SVC	05/08/2025	05/08/2025		49,021.42
BANK OF NEW YORK MELLON ...	04/25 O&M/DEBT SVC	05/08/2025	05/08/2025		27,581.72
Vendor DBA 0174 - BANK OF NEW YORK MELLON TRUST Total:					76,603.14
Vendor DBA: 0526 -					
BAUGHMAN COMPANY, P.A.	WATER DIST. SYSTEM APPRO...	04/28/2025	05/01/2025	004-8830	20,000.00
BAUGHMAN COMPANY, P.A.	SANITARY SEWER IMPROVEM...	04/28/2025	05/01/2025	004-8831	32,400.00
BAUGHMAN COMPANY, P.A.	STORM WATER SEWER IMPR...	04/28/2025	05/01/2025	004-8833	43,300.00
BAUGHMAN COMPANY, P.A.	PAVING IMPROVEMENTS	04/28/2025	05/01/2025	004-8832	43,200.00
Vendor DBA 0526 - BAUGHMAN COMPANY, P.A. Total:					138,900.00
Vendor DBA: 0472 -					
BEALL & MITCHELL, LLC	05/25 JUDGE TERRY BEALL/C...	05/07/2025	05/09/2025		1,237.98
Vendor DBA 0472 - BEALL & MITCHELL, LLC Total:					1,237.98
Vendor DBA: 2784 -					
BETHANY K SMITH	YOUTH SPORTS OFFICIAL	05/01/2025	05/01/2025		33.00
Vendor DBA 2784 - BETHANY K SMITH Total:					33.00
Vendor DBA: 0028 -					
CINTAS CORPORATION	PD MATS	04/28/2025	05/01/2025		137.02
CINTAS CORPORATION	PW UNIFORMS/TOWELS	04/28/2025	05/01/2025		81.43
CINTAS CORPORATION	PW UNIFORMS/TOWELS	04/28/2025	05/01/2025		40.98
CINTAS CORPORATION	PW UNIFORMS/TOWELS	04/28/2025	05/01/2025		169.88
CINTAS CORPORATION	PW UNIFORMS/TOWELS	04/28/2025	05/01/2025		83.99
Vendor DBA 0028 - CINTAS CORPORATION Total:					513.30
Vendor DBA: 2062 -					
CORE & MAIN LP	WATER METER SUPPLIES	04/28/2025	05/01/2025		1,470.00
CORE & MAIN LP	WATER METER SUPPLIES	05/07/2025	05/09/2025		2,465.00

AP ORDINANCE

Payment Date

Section VII, Item A.

5

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
CORE & MAIN LP	WATER METER SUPPLIES	05/07/2025	05/09/2025		4,410.00
CORE & MAIN LP	WATER METER SUPPLIES	04/30/2025	05/09/2025		628.55
Vendor DBA 2062 - CORE & MAIN LP Total:					8,973.55
Vendor DBA: 1798 -					
CRAFCO, INC	EQUIP/SUPPLIES	04/28/2025	05/01/2025		250.20
CRAFCO, INC	EQUIP/SUPPLIES	04/29/2025	05/01/2025		4,662.00
CRAFCO, INC	STREET REPAIR MATERIALS	04/29/2025	05/01/2025		579.00
CRAFCO, INC	STREET REPAIR MATERIALS	04/29/2025	05/01/2025		2,630.00
Vendor DBA 1798 - CRAFCO, INC Total:					8,121.20
Vendor DBA: 1978 -					
CRAIG A MCCOSKEY	CONTRACT MOWING	04/28/2025	05/01/2025		400.00
CRAIG A MCCOSKEY	CONTRACT MOWING	05/07/2025	05/09/2025		400.00
Vendor DBA 1978 - CRAIG A MCCOSKEY Total:					800.00
Vendor DBA: T1406 -					
CROSSLAND CONSTRUCTION ...	CONSTRUCTION-PW BLDG	04/28/2025	05/01/2025	001-8886	176,326.71
Vendor DBA T1406 - CROSSLAND CONSTRUCTION CO, INC. Total:					176,326.71
Vendor DBA: 1746 -					
DARRELL ATTEBERRY	PER DIEM	04/29/2025	05/01/2025		105.00
Vendor DBA 1746 - DARRELL ATTEBERRY Total:					105.00
Vendor DBA: 0032 -					
DELTA DENTAL PLAN of KANS...	05/25 MONTHLY PREMIUM	04/30/2025	05/01/2025		2,289.65
DELTA DENTAL PLAN of KANS...	05/25 MONTHLY PREMIUM	04/30/2025	05/01/2025		172.14
DELTA DENTAL PLAN of KANS...	05/25 MONTHLY PREMIUM	04/30/2025	05/01/2025		451.95
Vendor DBA 0032 - DELTA DENTAL PLAN of KANSAS Total:					2,913.74
Vendor DBA: 0214 -					
DIGITAL OFFICE SYSTEMS - DOS PD COPIER OVERAGE		05/07/2025	05/09/2025		40.51
Vendor DBA 0214 - DIGITAL OFFICE SYSTEMS - DOS Total:					40.51
Vendor DBA: 2326 -					
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	05/07/2025	05/09/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	05/07/2025	05/09/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	05/07/2025	05/09/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	05/07/2025	05/09/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	05/07/2025	05/09/2025		90.00
Vendor DBA 2326 - ECITY TRANSACTIONS, LLC Total:					450.00
Vendor DBA: 0120 -					
EMPLOYERS MUTUAL CASUAL...	REFUND-SALES TAX	04/28/2025	05/01/2025		112.12
Vendor DBA 0120 - EMPLOYERS MUTUAL CASUALTY CO/EMC INSURANCE Total:					112.12
Vendor DBA: 1802 -					
EMPOWER RETIREMENT 457	457 CITY MANAGER	05/08/2025	05/08/2025		540.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	05/08/2025	05/08/2025		612.00
Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:					1,152.00
Vendor DBA: 0046 -					
EVERGY KANSAS CENTRAL INC	REC	05/07/2025	05/08/2025		29.54
EVERGY KANSAS CENTRAL INC	WATER TOWER	05/07/2025	05/08/2025		358.63
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	05/07/2025	05/07/2025		59.18
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	05/07/2025	05/07/2025		49.97
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	05/07/2025	05/07/2025		26.62
EVERGY KANSAS CENTRAL INC	FOUNTAINS	05/07/2025	05/07/2025		26.55
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	05/07/2025	05/07/2025		27.20
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	05/07/2025	05/07/2025		51.15
EVERGY KANSAS CENTRAL INC	LIFT STATION	05/07/2025	05/07/2025		913.42
EVERGY KANSAS CENTRAL INC	PUBLIC SAFETY/LAND	05/07/2025	05/07/2025		29.14
EVERGY KANSAS CENTRAL INC	FOUNTAINS	05/07/2025	05/07/2025		27.00
EVERGY KANSAS CENTRAL INC	LIFT STATION	05/07/2025	05/07/2025		26.55
EVERGY KANSAS CENTRAL INC	POOL	05/07/2025	05/07/2025		36.90
EVERGY KANSAS CENTRAL INC	MAINT SHOP	05/07/2025	05/07/2025		146.72
EVERGY KANSAS CENTRAL INC	MAINT SHOP	05/07/2025	05/07/2025		88.03

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EVERGY KANSAS CENTRAL INC	MAINT SHOP	05/07/2025	05/07/2025		176.07
EVERGY KANSAS CENTRAL INC	MAINT SHOP	05/07/2025	05/07/2025		176.06
EVERGY KANSAS CENTRAL INC	PARKS	05/07/2025	05/07/2025		27.07
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	05/07/2025	05/07/2025		46.44
EVERGY KANSAS CENTRAL INC	LIFT STATION	05/07/2025	05/07/2025		65.95
EVERGY KANSAS CENTRAL INC	LIFT STATION	05/07/2025	05/07/2025		178.85
EVERGY KANSAS CENTRAL INC	REC	05/07/2025	05/07/2025		356.77
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	05/07/2025	05/07/2025		28.71
EVERGY KANSAS CENTRAL INC	LIFT STATION	05/07/2025	05/07/2025		312.57
EVERGY KANSAS CENTRAL INC	CITY HALL	05/07/2025	05/07/2025		1,206.82
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	05/07/2025	05/07/2025		32.89
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	05/07/2025	05/07/2025		75.92
EVERGY KANSAS CENTRAL INC	LIFT STATION	05/07/2025	05/07/2025		330.99
EVERGY KANSAS CENTRAL INC	SPRINKLER	05/07/2025	05/07/2025		26.61
EVERGY KANSAS CENTRAL INC	WATER TOWER	05/07/2025	05/07/2025		113.27
EVERGY KANSAS CENTRAL INC	FOUNTAINS	05/07/2025	05/07/2025		26.55
Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:					5,078.14
Vendor DBA: 0118 -					
EWING	SUPPLIES	04/28/2025	05/01/2025		197.04
Vendor DBA 0118 - EWING Total:					197.04
Vendor DBA: 2654 -					
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	05/07/2025	05/09/2025		878.48
Vendor DBA 2654 - EXPERT AUTO CENTER Total:					878.48
Vendor DBA: 0587 - FEDEX EXPRESS					
FEDEX EXPRESS	WATER SAMPLES	04/29/2025	05/01/2025		59.94
Vendor DBA 0587 - FEDEX EXPRESS Total:					59.94
Vendor DBA: 2686 -					
FELIX'S LANDSCAPING-IRRIGAT..	IRRIGATION REPAIR	04/28/2025	05/01/2025		315.00
Vendor DBA 2686 - FELIX'S LANDSCAPING-IRRIGATION Total:					315.00
Vendor DBA: 0010 -					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	05/08/2025	05/08/2025		12,130.70
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	05/08/2025	05/08/2025		284.60
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	05/08/2025	05/08/2025		973.02
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	05/08/2025	05/08/2025		1,470.64
FICA/FEDERAL W/H	FEDERAL W/H TAXES	05/08/2025	05/08/2025		7,506.38
FICA/FEDERAL W/H	FEDERAL W/H TAXES	05/08/2025	05/08/2025		140.61
FICA/FEDERAL W/H	FEDERAL W/H TAXES	05/08/2025	05/08/2025		392.96
FICA/FEDERAL W/H	FEDERAL W/H TAXES	05/08/2025	05/08/2025		970.03
FICA/FEDERAL W/H	MEDICARE/FICA	05/08/2025	05/08/2025		2,837.02
FICA/FEDERAL W/H	MEDICARE/FICA	05/08/2025	05/08/2025		66.56
FICA/FEDERAL W/H	MEDICARE/FICA	05/08/2025	05/08/2025		227.62
FICA/FEDERAL W/H	MEDICARE/FICA	05/08/2025	05/08/2025		343.88
Vendor DBA 0010 - FICA/FEDERAL W/H Total:					27,344.02
Vendor DBA: 1437 -					
FREMAR CORP./MARTINS CEN...	TOP SOIL	04/29/2025	05/01/2025		951.90
Vendor DBA 1437 - FREMAR CORP./MARTINS CENTRAL SAND Total:					951.90
Vendor DBA: 0068 -					
GALLS, LLC	UNIFORMS	04/28/2025	05/01/2025		46.55
GALLS, LLC	UNIFORMS	04/28/2025	05/01/2025		159.60
GALLS, LLC	UNIFORMS	04/28/2025	05/01/2025		79.80
GALLS, LLC	PD SUPPLIES	04/28/2025	05/01/2025		24.84
GALLS, LLC	UNIFORMS	04/28/2025	05/01/2025		64.71
GALLS, LLC	UNIFORMS	04/28/2025	05/01/2025		64.71
GALLS, LLC	UNIFORMS	04/28/2025	05/01/2025		23.75
GALLS, LLC	UNIFORMS	04/28/2025	05/01/2025		23.75
GALLS, LLC	UNIFORMS	04/28/2025	05/01/2025		131.86
GALLS, LLC	UNIFORMS	04/28/2025	05/01/2025		144.14
GALLS, LLC	UNIFORMS	04/28/2025	05/01/2025		239.98

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GALLS, LLC	UNIFORMS	04/28/2025	05/01/2025		343.74
GALLS, LLC	UNIFORMS	04/28/2025	05/01/2025		313.26
GALLS, LLC	UNIFORMS	04/28/2025	05/01/2025		407.31
GALLS, LLC	UNIFORMS	05/07/2025	05/09/2025		76.92
GALLS, LLC	UNIFORMS	05/07/2025	05/09/2025		84.59
Vendor DBA 0068 - GALLS, LLC Total:					2,229.51

Vendor DBA: 2081 -

GARVER	53RD OLIVER-WOODLAWN DE...	04/29/2025	05/01/2025		105.00
GARVER	45TH OLIVER-WOODLAWN DI...	04/28/2025	05/01/2025	021-8832	4,536.40
GARVER	ARTHUR HEIGHTS ENGINEERI...	04/29/2025	05/01/2025	012-8832	1,265.25
GARVER	ARTHUR HEIGHTS ENGINEERI...	04/29/2025	05/01/2025	012-8860	1,196.00
GARVER	ARTHUR HEIGHTS ENGINEERI...	04/29/2025	05/01/2025	012-8862	2,944.50
GARVER	CHAPEL LANDING 5TH	04/29/2025	05/01/2025	007-8861	919.00
GARVER	CHAPEL LANDING 5TH	04/29/2025	05/01/2025	007-8862	9,745.25
GARVER	SKYVIEW 2ND ADD PH 2	04/28/2025	05/01/2025	006-8860	9,952.14
GARVER	SKYVIEW 2ND ADD PH 2	04/28/2025	05/01/2025	006-8861	625.00
GARVER	SKYVIEW 2ND ADD PH 2	04/28/2025	05/01/2025	006-8862	15,539.22
GARVER	SAND ST CONVERSION COZY/...	04/29/2025	05/01/2025	010-8862	684.30
GARVER	SUNFLOWER COMMERCE PAR...	05/08/2025	05/09/2025		202.40
GARVER	SUNFLOWER COMMERCE PAR...	05/08/2025	05/09/2025		202.40
Vendor DBA 2081 - GARVER Total:					47,916.86

Vendor DBA: 2627 - GERBER COLLISION & GLASS

GERBER COLLISION & GLASS	VEHICLE MAINT./REPAIR	04/28/2025	05/01/2025		1,494.90
Vendor DBA 2627 - GERBER COLLISION & GLASS Total:					1,494.90

Vendor DBA: 0380 - GRAFIX SHOPPE

GRAFIX SHOPPE	VEHICLE PURCHASE-GRAPHIC ...	04/29/2025	05/01/2025		709.10
Vendor DBA 0380 - GRAFIX SHOPPE Total:					709.10

Vendor DBA: 2599 - HALL'S CULLIGAN WATER

HALL'S CULLIGAN WATER	WATER SERVICE - PD	05/07/2025	05/09/2025		29.50
HALL'S CULLIGAN WATER	WATER SERVICE-CH	05/07/2025	05/09/2025		29.50
HALL'S CULLIGAN WATER	WATER SERVICE - PW	05/07/2025	05/09/2025		5.46
HALL'S CULLIGAN WATER	WATER SERVICE - PW	05/07/2025	05/09/2025		5.48
HALL'S CULLIGAN WATER	WATER SERVICE - PW	05/07/2025	05/09/2025		5.48
HALL'S CULLIGAN WATER	WATER SERVICE - PW	05/07/2025	05/09/2025		5.48
Vendor DBA 2599 - HALL'S CULLIGAN WATER Total:					80.90

Vendor DBA: 0175 -

HASTY AWARDS	SPORTS AWARDS	04/30/2025	05/01/2025		52.09
Vendor DBA 0175 - HASTY AWARDS Total:					52.09

Vendor DBA: 0241 -

HAWKS INTER-STATE PESTMA...	REC-HAWKS PEST CONTROL	04/28/2025	05/01/2025		83.76
Vendor DBA 0241 - HAWKS INTER-STATE PESTMASTERS Total:					83.76

Vendor DBA: 2844 -

HUMBLE LAWN & POOL LLC	OPEN POOL	05/08/2025	05/09/2025		350.00
Vendor DBA 2844 - HUMBLE LAWN & POOL LLC Total:					350.00

Vendor DBA: 2438 -

IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN JUN...	05/07/2025	05/09/2025		833.00
Vendor DBA 2438 - IMA FINANCIAL GROUP, INC Total:					833.00

Vendor DBA: 2582 -

IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		44.55
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		22.51
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		67.52
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		67.52
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		22.51
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		44.55
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		383.96
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		90.02
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		44.55

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IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		112.53
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		22.51
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		112.53
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		112.99
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		78.72
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		39.77
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		119.30
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		119.30
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		39.77
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		78.72
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		678.50
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		159.07
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		78.72
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		198.84
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		39.77
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		198.84
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/07/2025	05/09/2025		199.65
Vendor DBA 2582 - IMAGINE IT INC Total:					3,177.22
Vendor DBA: 2290 -					
JEFFREY HARDWICK	YOUTH SPORTS OFFICIAL	05/01/2025	05/01/2025		169.00
Vendor DBA 2290 - JEFFREY HARDWICK Total:					169.00
Vendor DBA: 1665 -					
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC	05/07/2025	05/09/2025		481.00
Vendor DBA 1665 - JOY K WILLIAMS, ATTY AT LAW Total:					481.00
Vendor DBA: 0196 -					
K P E R S	KP&F	05/08/2025	05/08/2025		11,755.98
K P E R S	KPERS 1	05/08/2025	05/08/2025		918.24
K P E R S	KPERS 1	05/08/2025	05/08/2025		410.43
K P E R S	KPERS 1	05/08/2025	05/08/2025		395.59
K P E R S	KPERS 2	05/08/2025	05/08/2025		1,976.37
K P E R S	KPERS 2	05/08/2025	05/08/2025		312.78
K P E R S	KPERS 3	05/08/2025	05/08/2025		7,108.30
K P E R S	KPERS 3	05/08/2025	05/08/2025		1,030.25
K P E R S	KPERS 3	05/08/2025	05/08/2025		1,586.36
Vendor DBA 0196 - K P E R S Total:					25,494.30
Vendor DBA: 0197 -					
KANSAS DEPT OF REVENUE	KS STATE W/H	05/08/2025	05/08/2025		4,637.75
KANSAS DEPT OF REVENUE	KS STATE W/H	05/08/2025	05/08/2025		84.55
KANSAS DEPT OF REVENUE	KS STATE W/H	05/08/2025	05/08/2025		351.76
KANSAS DEPT OF REVENUE	KS STATE W/H	05/08/2025	05/08/2025		559.58
Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:					5,633.64
Vendor DBA: 0799 -					
KANSAS DEPT OF TRANSPORT...	RAIL SPUR LOAN PAYMENT #1...	05/07/2025	05/09/2025		3,851.32
KANSAS DEPT OF TRANSPORT...	RAIL SPUR LOAN PAYMENT #1...	05/07/2025	05/09/2025		25.74
Vendor DBA 0799 - KANSAS DEPT OF TRANSPORTATION Total:					3,877.06
Vendor DBA: 0274 -					
KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/MAINTEN...	04/29/2025	05/01/2025		325.49
Vendor DBA 0274 - KANSAS GOLF & TURF, INC Total:					325.49
Vendor DBA: 0075 -					
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 331 FOR 04/25	05/07/2025	05/09/2025		220.11
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 331 FOR 04/25	05/07/2025	05/09/2025		220.12
Vendor DBA 0075 - KANSAS ONE-CALL SYSTEM, INC. Total:					440.23
Vendor DBA: 0169 -					
KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025	022-8804	194,916.93
KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025		3,462.50
KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025		23,372.50
KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025		8,827.50
KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025		1,950.00

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KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025		119,803.14
KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025		70,459.38
KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025		26,975.00
KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025		30,203.13
KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025		41,568.75
KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025		59,605.00
KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025		60,525.00
KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025		63,125.00
KANSAS STATE TREASURER	BOND PAYMENT	04/02/2025	04/30/2025		11,093.75
Vendor DBA 0169 - KANSAS STATE TREASURER Total:					715,887.58
Vendor DBA: 0122 -					
KDHE - BUREAU OF WATER	NOI FEES/PERMIT FEES	04/29/2025	05/01/2025	002-8882	60.00
Vendor DBA 0122 - KDHE - BUREAU OF WATER Total:					60.00
Vendor DBA: 2869 -					
KU LAW ENFORCEMENT TRAIN..	TRAINING/CONFERENCES	05/07/2025	05/09/2025		50.00
Vendor DBA 2869 - KU LAW ENFORCEMENT TRAINING CENTER Total:					50.00
Vendor DBA: 1392 -					
LAUTZ LAW LLC	COURT APPT. ATTY. SERVICES	04/28/2025	05/01/2025		100.00
LAUTZ LAW LLC	COURT APPT. ATTY. SERVICES	05/07/2025	05/09/2025		225.00
LAUTZ LAW LLC	COURT APPT. ATTY. SERVICES	05/07/2025	05/09/2025		225.00
Vendor DBA 1392 - LAUTZ LAW LLC Total:					550.00
Vendor DBA: 0179 -					
LEAGUE OF KS MUNICIPALITIES	TRAINING/CONFERENCES	05/07/2025	05/09/2025		10.00
Vendor DBA 0179 - LEAGUE OF KS MUNICIPALITIES Total:					10.00
Vendor DBA: 2687 -					
LEASE FINANCE PARTNERS	36822QT: 04/25:PD COPIER	04/28/2025	05/01/2025		149.51
Vendor DBA 2687 - LEASE FINANCE PARTNERS Total:					149.51
Vendor DBA: 1326 - LOGO DEPOT					
LOGO DEPOT	UNIFORMS/CLOTHING	05/07/2025	05/09/2025		314.00
Vendor DBA 1326 - LOGO DEPOT Total:					314.00
Vendor DBA: 2950 -					
MAGIC CUSTOM POOLS	POOL REPAIRS	05/12/2025	05/12/2025		2,090.00
Vendor DBA 2950 - MAGIC CUSTOM POOLS Total:					2,090.00
Vendor DBA: 0264 -					
MARTY A HESS	YOGA INSTRUCTOR	05/01/2025	05/01/2025		135.00
Vendor DBA 0264 - MARTY A HESS Total:					135.00
Vendor DBA: 2804 -					
NATHAN J ATWATER	YOUTH SPORTS OFFICIAL	05/01/2025	05/01/2025		78.00
Vendor DBA 2804 - NATHAN J ATWATER Total:					78.00
Vendor DBA: 1966 -					
NATHAN W BRAINARD	YOUTH SPORTS OFFICIAL	05/01/2025	05/01/2025		195.00
Vendor DBA 1966 - NATHAN W BRAINARD Total:					195.00
Vendor DBA: 2153 - NATIONAL CENTER FOR SAFETY					
NATIONAL CENTER FOR SAFETY	YOUTH SPORTS OFFICIAL BAC...	05/05/2025	05/09/2025		52.50
Vendor DBA 2153 - NATIONAL CENTER FOR SAFETY Total:					52.50
Vendor DBA: 1834 -					
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	04/29/2025	05/01/2025		63.70
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	04/29/2025	05/01/2025		127.40
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	05/07/2025	05/09/2025		63.70
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	05/07/2025	05/09/2025		63.70
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	05/07/2025	05/09/2025		78.70
Vendor DBA 1834 - NATIONAL SCREENING BUREAU Total:					397.20
Vendor DBA: 1345 -					
OREILLY AUTO PARTS	SUPPLIES	05/07/2025	05/09/2025		13.98
OREILLY AUTO PARTS	MINOR EQUIPMENT	05/07/2025	05/09/2025		87.43
Vendor DBA 1345 - OREILLY AUTO PARTS Total:					101.41

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Vendor DBA: 2712 -					
PACE ANALYTICAL SERVICES LLC	SW:SUSPENDED SOLIDS TESTI...	04/28/2025	05/01/2025		397.50
Vendor DBA 2712 - PACE ANALYTICAL SERVICES LLC Total:					397.50
Vendor DBA: 2369 -					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	05/02/2025	05/02/2025		162.43
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	05/08/2025	05/09/2025		285.10
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					447.53
Vendor DBA: 2732 - PIVOLOCITY					
PIVOLOCITY	ERP IMPLEMENTATION	05/07/2025	05/09/2025		250.00
Vendor DBA 2732 - PIVOLOCITY Total:					250.00
Vendor DBA: 2481 - PRADO CONSTRUCTION					
PRADO CONSTRUCTION	SKYVIEW 2ND ADD.-WDS, SWS..	04/28/2025	05/01/2025	006-8880	14,967.00
PRADO CONSTRUCTION	SKYVIEW 2ND ADD.-WDS, SWS..	04/28/2025	05/01/2025	006-8882	184,426.20
Vendor DBA 2481 - PRADO CONSTRUCTION Total:					199,393.20
Vendor DBA: 2683 -					
PRINCESS FONSECA	TRAVEL REIMBURSEMENT	05/08/2025	05/09/2025		94.08
Vendor DBA 2683 - PRINCESS FONSECA Total:					94.08
Vendor DBA: 2324 -					
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	04/28/2025	05/01/2025		3,787.50
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	04/28/2025	05/01/2025	005-8860	7,454.25
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	04/28/2025	05/01/2025	005-8861	7,454.25
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	04/28/2025	05/01/2025		67,125.00
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	05/08/2025	05/09/2025		10,000.00
Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:					95,821.00
Vendor DBA: 0153 - PYEBARKER FIRE & SAFETY					
PYEBARKER FIRE & SAFETY	REC FIRE EXT. CERT. ANNUAL	04/28/2025	05/01/2025		170.50
PYEBARKER FIRE & SAFETY	REC-FIRE ALARM CERT. ANNU...	04/28/2025	05/01/2025		322.00
Vendor DBA 0153 - PYEBARKER FIRE & SAFETY Total:					492.50
Vendor DBA: 0456 -					
QUILL	QUILL - OFFICE SUPPLIES	05/07/2025	05/09/2025		141.08
Vendor DBA 0456 - QUILL Total:					141.08
Vendor DBA: T1536 -					
REBECCA ARMSTRONG	COMMUNITY RELATIONS/EVE...	05/05/2025	05/09/2025		79.35
Vendor DBA T1536 - REBECCA ARMSTRONG Total:					79.35
Vendor DBA: 1899 - SCKACS					
SCKACS	COURT SERVICES OFFICER	05/07/2025	05/09/2025		100.00
SCKACS	COURT SERVICES OFFICER	05/07/2025	05/09/2025		400.00
Vendor DBA 1899 - SCKACS Total:					500.00
Vendor DBA: 0911 - SIMPLE CLEAN					
SIMPLE CLEAN	05/25 JANITORIAL SVC: CH	05/07/2025	05/09/2025		1,832.50
SIMPLE CLEAN	05/25 JANITORIAL SVC: REC	05/07/2025	05/09/2025		682.50
SIMPLE CLEAN	05/25 JANITORIAL SVC: PW	05/07/2025	05/09/2025		103.20
SIMPLE CLEAN	05/25 JANITORIAL SVC: PW	05/07/2025	05/09/2025		103.20
SIMPLE CLEAN	05/25 JANITORIAL SVC: PW	05/07/2025	05/09/2025		103.20
Vendor DBA 0911 - SIMPLE CLEAN Total:					2,824.60
Vendor DBA: 0707 - SITEONE LANDSCAPE SUPPLY					
SITEONE LANDSCAPE SUPPLY	WEED KILLER/CHEMICALS	04/28/2025	05/01/2025		325.74
Vendor DBA 0707 - SITEONE LANDSCAPE SUPPLY Total:					325.74
Vendor DBA: 1953 -					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	05/07/2025	05/09/2025		23.00
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	05/07/2025	05/09/2025		23.00
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	05/07/2025	05/09/2025		23.00
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	05/07/2025	05/09/2025		23.00
Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:					92.00
Vendor DBA: 1963 -					
SURENCY LIFE & HEALTH INS ...	05/25 VISION INSURANCE	05/05/2025	05/09/2025		452.87

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SURENCY LIFE & HEALTH INS ...	05/25 VISION INSURANCE	05/05/2025	05/09/2025		17.23
SURENCY LIFE & HEALTH INS ...	05/25 VISION INSURANCE	05/05/2025	05/09/2025		33.61
SURENCY LIFE & HEALTH INS ...	05/25 VISION INSURANCE	05/05/2025	05/09/2025		44.00
Vendor DBA 1963 - SURENCY LIFE & HEALTH INS CO Total:					547.71
Vendor DBA: 0369 -					
TERESA WADE	TKW INSTRUCTOR	05/01/2025	05/01/2025		180.00
Vendor DBA 0369 - TERESA WADE Total:					180.00
Vendor DBA: 0479 -					
TREE TOP NURSERY & LANDS...	CONTRACT MOWING	05/07/2025	05/09/2025		295.05
TREE TOP NURSERY & LANDS...	CONTRACT MOWING	05/07/2025	05/09/2025		624.00
Vendor DBA 0479 - TREE TOP NURSERY & LANDSCAPE Total:					919.05
Vendor DBA: 2788 -					
TYLER TECHNOLOGIES INC	ERP PRO 10	04/28/2025	05/01/2025		1,232.50
TYLER TECHNOLOGIES INC	ERP PRO 10	04/22/2025	05/09/2025		797.50
TYLER TECHNOLOGIES INC	ERP PRO 10	05/07/2025	05/09/2025		1,232.50
Vendor DBA 2788 - TYLER TECHNOLOGIES INC Total:					3,262.50
Vendor DBA: 0700 -					
ULINE	SUPPLIES	05/07/2025	05/09/2025		170.26
ULINE	SUPPLIES	05/07/2025	05/09/2025		170.27
ULINE	SUPPLIES	05/07/2025	05/09/2025		170.26
ULINE	SUPPLIES	05/07/2025	05/09/2025		170.27
Vendor DBA 0700 - ULINE Total:					681.06
Vendor DBA: 2839 -					
UMB - PCARD	Training/Conferences	04/30/2025	04/30/2025		140.00
UMB - PCARD	Training/Conferences	04/30/2025	04/30/2025		929.00
UMB - PCARD	Training/Conferences	04/30/2025	04/30/2025		47.34
UMB - PCARD	Office Supplies	04/30/2025	04/30/2025		226.56
UMB - PCARD	Office Supplies	04/30/2025	04/30/2025		109.81
UMB - PCARD	Community Relations Event	04/30/2025	04/30/2025		64.33
UMB - PCARD	Office Supplies	04/30/2025	04/30/2025		91.06
UMB - PCARD	Professional Dues/Membershi...	04/30/2025	04/30/2025		1,188.00
UMB - PCARD	Professional Dues/Membershi...	04/30/2025	04/30/2025		270.00
UMB - PCARD	Office Supplies	04/30/2025	04/30/2025		24.14
UMB - PCARD	Credit Voucher-Office Equipm...	04/30/2025	04/30/2025		-33.49
UMB - PCARD	Office Equipment	04/30/2025	04/30/2025		93.48
UMB - PCARD	Office Equipment	04/30/2025	04/30/2025		14.88
UMB - PCARD	Training/Conferences	04/30/2025	04/30/2025		38.00
UMB - PCARD	Training/Conferences	04/30/2025	04/30/2025		20.87
UMB - PCARD	TRAINING/CONFERENCES	04/30/2025	04/30/2025		20.00
UMB - PCARD	Training/Conferences Hotel &...	04/30/2025	04/30/2025		385.00
UMB - PCARD	Communication Services	04/30/2025	04/30/2025		295.00
UMB - PCARD	Office Supplies	04/30/2025	04/30/2025		7.99
UMB - PCARD	Office Supplies	04/30/2025	04/30/2025		147.23
UMB - PCARD	Postage	04/30/2025	04/30/2025		40.29
UMB - PCARD	Publications/Printing	04/30/2025	04/30/2025		500.25
UMB - PCARD	Publications/Printing	04/30/2025	04/30/2025		33.88
UMB - PCARD	Publications/Printing	04/30/2025	04/30/2025		131.06
UMB - PCARD	Uniforms/Clothing	04/30/2025	04/30/2025		253.71
UMB - PCARD	Uniforms/Clothing	04/30/2025	04/30/2025		19.99
UMB - PCARD	Training/Conferences	04/30/2025	04/30/2025		50.00
UMB - PCARD	Training/Conferences	04/30/2025	04/30/2025		50.00
UMB - PCARD	Publications/Printing	04/30/2025	04/30/2025		250.00
UMB - PCARD	Contractual Services	04/30/2025	04/30/2025		152.00
UMB - PCARD	Training/Conferences	04/30/2025	04/30/2025		100.00
UMB - PCARD	Office Supplies	04/30/2025	04/30/2025		100.60
UMB - PCARD	Office Supplies	04/30/2025	04/30/2025		83.24
UMB - PCARD	Training/Conferences	04/30/2025	04/30/2025		150.00
UMB - PCARD	Training/ Conferences	04/30/2025	04/30/2025		310.00
UMB - PCARD	VEH/EQUIP REPAIRS & MAINT	04/30/2025	04/30/2025		10.00

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UMB - PCARD	VEH/EQUIP REPAIRS & MAINT	04/30/2025	04/30/2025		10.00
UMB - PCARD	VEHICLE/EQUIP REPAIR & MA...	04/30/2025	04/30/2025		10.00
UMB - PCARD	VEHICLE/EQUIP REPAIR & MA...	04/30/2025	04/30/2025		10.00
UMB - PCARD	VEHICLE/EQUIP REPAIR & MA...	04/30/2025	04/30/2025		10.00
UMB - PCARD	VEH/EQUIP REPAIRS & MAINT	04/30/2025	04/30/2025		10.00
UMB - PCARD	VEHICLE/EQUIP REPAIR & MA...	04/30/2025	04/30/2025		10.00
UMB - PCARD	VEHICLE/EQUIP REPAIR & MA...	04/30/2025	04/30/2025		10.00
UMB - PCARD	VEHICLE/EQUIP REPAIR & MA...	04/30/2025	04/30/2025		10.00
UMB - PCARD	VEHICLE/EQUIP REPAIR & MA...	04/30/2025	04/30/2025		10.00
UMB - PCARD	Contractual Services	04/30/2025	04/30/2025		0.30
UMB - PCARD	Day Camp Concessions	04/30/2025	04/30/2025		144.50
UMB - PCARD	Office Supplies	04/30/2025	04/30/2025		28.05
UMB - PCARD	Training/Conferences	04/30/2025	04/30/2025		54.97
UMB - PCARD	Signs, Material, Supplies	04/30/2025	04/30/2025		130.76
UMB - PCARD	Recreational Equip/Supplies	04/30/2025	04/30/2025		100.22
UMB - PCARD	Recreational Equip/Supplies	04/30/2025	04/30/2025		29.99
UMB - PCARD	Equipment	04/30/2025	04/30/2025		1,230.00
UMB - PCARD	Vehicle Equip-Repair/Maint	04/30/2025	04/30/2025		152.76
UMB - PCARD	Community Relations/Events	04/30/2025	04/30/2025		386.00
UMB - PCARD	Community Relations/Events	04/30/2025	04/30/2025		51.91
UMB - PCARD	Community Relations/Event	04/30/2025	04/30/2025		48.26
UMB - PCARD	Construction Materials/Suppli...	04/30/2025	04/30/2025		262.02
UMB - PCARD	Construction Material/Supplies	04/30/2025	04/30/2025		326.26
UMB - PCARD	PCARD	04/30/2025	04/30/2025		391.42
UMB - PCARD	Minor Equipment	04/30/2025	04/30/2025		74.99
UMB - PCARD	VEHICLE/EQUIP REPAIR & MA...	04/30/2025	04/30/2025		10.00
UMB - PCARD	Office Supplies	04/30/2025	04/30/2025		39.99
UMB - PCARD	VEHICLE/EQUIP REPAIR & MA...	04/30/2025	04/30/2025		10.00
UMB - PCARD	VEHICLE/EQUIP REPAIR & MA...	04/30/2025	04/30/2025		10.00
UMB - PCARD	Office Supplies	04/30/2025	04/30/2025		395.78
UMB - PCARD	Construction Material & Suppl...	04/30/2025	04/30/2025		207.01
UMB - PCARD	Construction Material/Supplies	04/30/2025	04/30/2025		14.90
UMB - PCARD	Construction Material/Supplies	04/30/2025	04/30/2025		220.73
UMB - PCARD	Vehicle Repairs/Maint.	04/30/2025	04/30/2025		91.30
UMB - PCARD	Office Supplies	04/30/2025	04/30/2025		17.35
UMB - PCARD	Publications	04/30/2025	04/30/2025		93.72
UMB - PCARD	Minor Equip/Tools	04/30/2025	04/30/2025		66.98
UMB - PCARD	Water System Supplies	04/30/2025	04/30/2025		225.96
UMB - PCARD	Equipment	04/30/2025	04/30/2025		-10.00
UMB - PCARD	Equipment	04/30/2025	04/30/2025		67.73
UMB - PCARD	Equipment	04/30/2025	04/30/2025		37.87
UMB - PCARD	Office Supplies	04/30/2025	04/30/2025		17.36
Vendor DBA 2839 - UMB - PCARD Total:					11,333.31

Vendor DBA: 0503 -

UNDERGROUND VAULTS & ST...	YEARLY STORAGE	05/07/2025	05/09/2025		660.96
Vendor DBA 0503 - UNDERGROUND VAULTS & STORAGE-UV&S Total:					660.96

Vendor DBA: 1363 -

UNITED INDUSTRIES INC	POOL CHEMICALS	05/07/2025	05/09/2025		937.85
Vendor DBA 1363 - UNITED INDUSTRIES INC Total:					937.85

Vendor DBA: 2286 -

UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	04/28/2025	05/01/2025		2,200.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	04/28/2025	05/01/2025		4,335.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	04/28/2025	05/01/2025		4,335.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	04/29/2025	05/01/2025		3,940.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	04/29/2025	05/01/2025		5,872.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	05/08/2025	05/09/2025		2,890.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	05/08/2025	05/09/2025		2,890.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	05/08/2025	05/09/2025		2,890.00

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UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	05/08/2025	05/09/2025		2,890.00
Vendor DBA 2286 - UTILITY MAINTENANCE CONTRACTOR Total:					32,242.00
Vendor DBA: 0989 -					
VERIZON	CELL PHONE SERVICE	04/30/2025	05/02/2025		259.30
VERIZON	CELL PHONE SERVICE	04/30/2025	05/02/2025		41.52
VERIZON	CELL PHONE SERVICE	04/30/2025	05/02/2025		779.99
VERIZON	CELL PHONE SERVICE	04/30/2025	05/02/2025		720.20
VERIZON	CELL PHONE SERVICE	04/30/2025	05/02/2025		24.34
VERIZON	CELL PHONE SERVICE	04/30/2025	05/02/2025		24.34
VERIZON	CELL PHONE SERVICE	04/30/2025	05/02/2025		244.59
VERIZON	CELL PHONE SERVICE	04/30/2025	05/02/2025		135.92
VERIZON	CELL PHONE SERVICE	04/30/2025	05/02/2025		209.71
VERIZON	CELL PHONE SERVICE	04/30/2025	05/02/2025		135.91
Vendor DBA 0989 - VERIZON Total:					2,575.82
Vendor DBA: 1205 -					
WASTE CONNECTIONS OF KA...	04/25 RECYCLE/TRASH SVC	05/07/2025	05/09/2025		36,798.17
WASTE CONNECTIONS OF KA...	04/25 RECYCLE/TRASH SVC	05/07/2025	05/09/2025		13,466.16
Vendor DBA 1205 - WASTE CONNECTIONS OF KANSAS Total:					50,264.33
Vendor DBA: 0102 - WHITE STAR MACHINERY & SPL					
WHITE STAR MACHINERY & SPL VEHICLE/EQUIPMENT MAINT....	04/28/2025		05/01/2025		487.22
WHITE STAR MACHINERY & SPL VEHICLE/EQUIPMENT MAINT....	04/28/2025		05/01/2025		487.22
WHITE STAR MACHINERY & SPL VEHICLE/EQUIPMENT MAINT....	04/28/2025		05/01/2025		487.22
WHITE STAR MACHINERY & SPL VEHICLE/EQUIPMENT MAINT....	04/28/2025		05/01/2025		487.24
Vendor DBA 0102 - WHITE STAR MACHINERY & SPL Total:					1,948.90
Vendor DBA: 0103 -					
WICHITA TRACTOR-MCCULLO...	VEHICLE/EQUIPMENT REPAIR	04/28/2025	05/01/2025		487.45
WICHITA TRACTOR-MCCULLO...	VEHICLE/EQUIPMENT REPAIR	04/28/2025	05/01/2025		487.46
WICHITA TRACTOR-MCCULLO...	VEHICLE/EQUIPMENT REPAIR	04/28/2025	05/01/2025		487.46
WICHITA TRACTOR-MCCULLO...	VEHICLE/EQUIPMENT REPAIR	04/28/2025	05/01/2025		487.46
Vendor DBA 0103 - WICHITA TRACTOR-MCCULLOUGH ENTERPRISES, INC Total:					1,949.83
Vendor DBA: 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE					
WILLIAMS JANITORIAL SUPPLY...	JANITORIAL SUPPLIES	04/29/2025	05/01/2025		118.00
Vendor DBA 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE Total:					118.00
Vendor DBA: 2637 -					
WILLOW KIRBY	YOUTH SPORTS OFFICIAL	05/01/2025	05/01/2025		78.00
Vendor DBA 2637 - WILLOW KIRBY Total:					78.00
Grand Total:					1,675,019.47

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	173,240.90
200 - Special Street & Highway	15,767.70
320 - Capital Projects Fund 2	767,376.00
355 - Capital Improvement Reserve	7,798.90
410 - Bond & Interest	524,847.71
520 - Water Utility	97,555.82
530 - Sewer Utility	38,168.11
540 - Solid Waste Utility	50,264.33
Grand Total:	1,675,019.47

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,506.38
100-000-000-2016	SOCIAL SECURITY PAYAB...	12,130.70
100-000-000-2018	MEDICARE PAYABLE	2,837.02
100-000-000-2020	STATE TAX PAYABLE	4,637.75
100-000-000-2022	KPERS 1 PAYABLE	918.24
100-000-000-2024	KPERS 2 PAYABLE	1,976.37
100-000-000-2026	KPERS 3 PAYABLE	7,108.30
100-000-000-2028	KP&F PAYABLE	11,755.98
100-000-000-2034	457 DEFERRED COMP P...	1,152.00
100-000-000-2036	AFLAC ACCIDENT PAYAB...	545.62
100-000-000-2054	VISION INS PAYABLE	452.87
100-000-000-2056	DENTAL INS PAYABLE	2,289.65
100-000-000-2062	FSA HEALTH PAYABLE	447.53
100-000-000-4800	MISC. REIMBURSEMENTS	112.12
100-100-110-6040	UNIFORMS/CLOTHING	314.00
100-100-110-6046	TRAINING/CONFERENCES	1,116.34
100-100-110-7014	IT - MANAGED SERVICES	123.27
100-100-110-7024	CONTRACTUAL SERVICES	250.00
100-100-110-7046	COMMUNICATION SERV...	259.30
100-100-110-7800	ENGINEERING SERVICES	67,125.00
100-100-110-7804	LEGAL SERVICES	579.00
100-100-130-6014	OFFICE SUPPLIES	141.08
100-100-130-7014	IT - MANAGED SERVICES	62.28
100-100-130-7032	ENGINEERING SERVICES -..	10,000.00
100-100-140-6014	OFFICE SUPPLIES	226.56
100-100-140-6028	PUBLICATIONS/PRINTING	122.84
100-100-140-6048	TRAINING/CONFERENCE...	94.08
100-100-140-7014	IT - MANAGED SERVICES	186.82
100-100-150-6010	COMMUNITY RELATION...	79.35
100-100-150-6014	OFFICE SUPPLIES	109.81
100-100-160-6010	COMMUNITY RELATION...	64.33
100-100-160-6014	OFFICE SUPPLIES	91.06
100-100-160-6028	PUBLICATIONS/PRINTING	500.00
100-100-160-7014	IT - MANAGED SERVICES	186.82
100-100-160-7024	CONTRACTUAL SVCS	896.70
100-100-160-7046	COMMUNICATION SERV...	41.52
100-100-170-6008	PROFESSIONAL DUES/M...	1,458.00
100-100-170-6014	OFFICE SUPPLIES	24.14
100-100-170-6018	OFFICE EQUIPMENT	854.86
100-100-170-6046	TRAINING/CONFERENCES	78.87
100-100-170-6048	TRAINING/CONFERENCE...	385.00
100-100-170-7014	IT - MANAGED SERVICES	62.28
100-100-170-7046	COMMUNICATION SERV...	295.00
100-120-240-6014	OFFICE SUPPLIES	155.22
100-120-240-6026	POSTAGE	40.29

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Account Number	Account Name	Payment Amount
100-120-240-6028	PUBLICATIONS/PRINTING	665.19
100-120-240-6040	UNIFORMS/CLOTHING	273.70
100-120-240-6046	TRAINING/CONFERENCES	100.00
100-120-240-6048	TRAINING/CONFERENCE...	250.00
100-120-240-7014	IT - MANAGED SERVICES	123.27
100-120-240-7024	CONTRACTUAL SERVICES	305.70
100-120-240-7026	COURT APPT ATTY/INVE...	550.00
100-120-240-7804	LEGAL SERVICES	2,218.98
100-120-250-6008	PROFESSIONAL DUES/M...	100.00
100-120-250-6014	OFFICE SUPPLIES	183.84
100-120-250-6020	IT - COMPUTERS AND E...	40.51
100-120-250-6034	CLEANING SUPPLIES	13.98
100-120-250-6040	UNIFORMS/CLOTHING	2,158.12
100-120-250-6046	TRAINING/CONFERENCES	510.00
100-120-250-6048	TRAINING/CONFERENCE...	105.00
100-120-250-6300	POLICE SUPPLIES	71.39
100-120-250-6602	VEH/EQUIP REPAIRS & ...	100.00
100-120-250-6604	VEHICLE REPAIR/MAINT	878.48
100-120-250-7014	IT - MANAGED SERVICES	1,062.46
100-120-250-7024	CONTRACTUAL SERVICES	977.29
100-120-250-7046	COMMUNICATION SERV...	720.20
100-120-250-7048	UTILITIES	29.14
100-120-250-8000	VEH/EQUIP LEASE/PURC...	709.10
100-130-330-6004	CHEMICALS	937.85
100-130-330-7024	CONTRACTUAL SERVICES	350.00
100-130-330-7048	UTILITIES	36.90
100-130-330-8010	PUBLIC GROUNDS IMPR...	2,090.00
100-130-340-6022	DAY CAMP CONCESSIONS	144.50
100-130-340-7024	CONTRACTUAL SERVICES	63.70
100-130-350-6006	IRRIGATION MAINT/REP...	315.00
100-130-350-6014	OFFICE SUPPLIES	28.05
100-130-350-6034	CLEANING SUPPLIES	118.00
100-130-350-6038	MERCHANDISE TSF OR D...	52.09
100-130-350-6046	TRAINING/CONFERENCES	54.97
100-130-350-6104	SIGNS, MATERIAL/SUPPL...	130.76
100-130-350-6400	RECREATIONAL EQUIP/S...	577.45
100-130-350-6600	EQUIPMENT	1,230.00
100-130-350-6602	VEH/EQUIP REPAIRS & ...	152.76
100-130-350-7014	IT - MANAGED SERVICES	249.09
100-130-350-7024	CONTRACTUAL SERVICES	1,236.16
100-130-350-7036	INSTRUCTORS	868.00
100-130-350-7038	JANITORIAL SERVICES	682.50
100-130-350-7046	COMMUNICATION SERV...	24.34
100-130-350-7048	UTILITIES	386.31
100-130-360-6010	COMMUNITY RELATION...	486.17
100-130-360-6046	TRAINING/CONFERENCES	10.00
100-140-440-7022	MOWING SERVICES	800.00
100-150-510-6004	CHEMICALS	325.74
100-150-510-6036	SAFETY EQUIP & SUPPLI...	170.26
100-150-510-6040	UNIFORMS/CLOTHING	81.43
100-150-510-6054	MINOR EQUIP: TOOLS,E...	87.43
100-150-510-6100	CONSTRUCTION MATER...	1,931.60
100-150-510-6602	VEH/EQUIP REPAIRS & ...	1,300.16
100-150-510-7014	IT - MANAGED SERVICES	123.27
100-150-510-7024	CONTRACTUAL SERVICES	128.16
100-150-510-7046	COMMUNICATION SERV...	24.34
100-150-510-7048	UTILITIES	280.50
100-160-610-6028	PUBLICATIONS/PRINTING	23.00

Account Summary

Account Number	Account Name	Payment Amount
100-160-610-6054	MINOR EQUIP: TOOLS,E...	74.99
100-160-610-6602	VEHICLE/EQUIPMENT M...	10.00
100-160-610-6604	VEHICLE REPAIR/MAINT	1,494.90
100-160-610-7014	IT - MANAGED SERVICES	311.37
100-160-610-7024	CONTRACTUAL SERVICES	90.00
100-160-610-7046	COMMUNICATION SERV...	244.59
100-190-910-6014	OFFICE SUPPLIES	39.99
100-190-910-6602	VEH/EQUIP REPAIRS & ...	20.00
100-190-910-7022	MOWING SERVICES	295.05
100-190-910-7024	CONTRACTUAL SVCS	29.50
100-190-910-7038	JANITORIAL SVCS	1,832.50
100-190-910-7046	COMMUNICATION SERV...	150.00
100-190-910-7048	UTILITIES	1,206.82
200-000-000-2014	FEDERAL TAX PAYABLE	140.61
200-000-000-2016	SOCIAL SECURITY PAYAB...	284.60
200-000-000-2018	MEDICARE PAYABLE	66.56
200-000-000-2020	STATE TAX PAYABLE	84.55
200-000-000-2022	KPERS 1 PAYABLE	410.43
200-000-000-2036	AFLAC ACCIDENT PAYAB...	138.08
200-000-000-2054	VISION INS PAYABLE	17.23
200-210-200-6014	OFFICE SUPPLIES	395.78
200-210-200-6036	SAFETY EQUIP & SUPPLI...	170.27
200-210-200-6040	UNIFORMS/CLOTHING	40.98
200-210-200-6100	CONSTRUCTION MATER...	5,104.64
200-210-200-6500	PAVED STREET REPAIR ...	2,630.00
200-210-200-6602	VEH/EQUIP REPAIRS & ...	1,065.98
200-210-200-7014	IT - MANAGED SERVICES	62.28
200-210-200-7022	MOWING SERVICES	624.00
200-210-200-7024	CONTRACTUAL SERVICES	17.18
200-210-200-7040	STREET LIGHTING	223.48
200-210-200-7046	COMMUNICATION SERV...	135.92
200-210-200-7048	UTILITIES	262.63
200-210-200-8014	STREET IMPROVEMENTS	3,892.50
320-320-320-8804	CIP - CAPITALIZED INTER...	194,916.93
320-320-320-8830	DESIGN - WATER	20,000.00
320-320-320-8831	DESIGN - SEWER	32,400.00
320-320-320-8832	DESIGN - PAVING	44,465.25
320-320-320-8833	DESIGN - DRAINAGE	43,300.00
320-320-320-8860	INSPECTION - WATER	18,602.39
320-320-320-8861	INSPECTION - SEWER	8,998.25
320-320-320-8862	INSPECTION - PAVING	28,913.27
320-320-320-8880	CONSTRUCTION - WATER	14,967.00
320-320-320-8882	CONSTRUCTION - PAVING	184,486.20
320-320-320-8886	CONSTRUCTION - STRUC...	176,326.71
355-355-355-7024	CONTRACTUAL SERVICES	3,262.50
355-355-355-8014	STREET IMPROVEMENTS	4,536.40
410-410-410-8700	DEBT SERVICE PRINCIPAL	3,851.32
410-410-410-8702	DEBT SERVICE INTEREST	520,996.39
520-000-000-2014	FEDERAL TAX PAYABLE	392.96
520-000-000-2016	SOCIAL SECURITY PAYAB...	973.02
520-000-000-2018	MEDICARE PAYABLE	227.62
520-000-000-2020	STATE TAX PAYABLE	351.76
520-000-000-2024	KPERS 2 PAYABLE	312.78
520-000-000-2026	KPERS 3 PAYABLE	1,030.25
520-000-000-2054	VISION INS PAYABLE	33.61
520-000-000-2056	DENTAL INS PAYABLE	172.14
520-210-520-6014	OFFICE SUPPLIES	17.35
520-210-520-6026	POSTAGE	59.94

Account Summary

Account Number	Account Name	Payment Amount
520-210-520-6028	PUBLICATIONS/PRINTING	116.72
520-210-520-6036	SAFETY EQUIP & SUPPLI...	170.26
520-210-520-6040	UNIFORMS/CLOTHING	169.88
520-210-520-6054	MINOR EQUIP: TOOLS,E...	66.98
520-210-520-6500	WATER SYSTEM SUPPLIES	9,199.51
520-210-520-6600	EQUIPMENT	95.60
520-210-520-6602	VEH/EQUIP REPAIRS & ...	974.68
520-210-520-6802	WATER SYSTEM MAINT/...	32,242.00
520-210-520-7014	IT - MANAGED SERVICES	311.37
520-210-520-7024	CONTRACTUAL SERVICES	758.29
520-210-520-7046	COMMUNICATION SERV...	209.71
520-210-520-7048	UTILITIES	647.97
520-210-520-7060	WATER TREATMENT OP...	49,021.42
530-000-000-2014	FEDERAL TAX PAYABLE	970.03
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,470.64
530-000-000-2018	MEDICARE PAYABLE	343.88
530-000-000-2020	STATE TAX PAYABLE	559.58
530-000-000-2022	KPERS 1 PAYABLE	395.59
530-000-000-2026	KPERS 3 PAYABLE	1,586.36
530-000-000-2054	VISION INS PAYABLE	44.00
530-000-000-2056	DENTAL INS PAYABLE	451.95
530-210-530-6014	OFFICE SUPPLIES	17.36
530-210-530-6028	PUBLICATIONS	23.00
530-210-530-6036	SAFETY EQUIP & SUPPLI...	170.27
530-210-530-6040	UNIFORMS/CLOTHING	83.99
530-210-530-6602	VEH/EQUIP REPAIRS & ...	974.70
530-210-530-6806	LIFT STATION OPERATIO...	1,828.33
530-210-530-7014	IT - MANAGED SERVICES	312.64
530-210-530-7024	CONTRACTUAL SERVICES	644.60
530-210-530-7026	WASTEWATER SAMPLIN...	397.50
530-210-530-7046	COMMUNICATION SERV...	135.91
530-210-530-7048	UTILITIES	176.06
530-210-530-7052	SEWER TREATMENT OP...	27,581.72
540-540-540-7042	SOLID WASTE SERVICES ...	36,798.17
540-540-540-7044	RECYCLING SERVICES	13,466.16
Grand Total:		1,675,019.47

Project Account Summary

Project Account Key	Payment Amount
None	903,107.07
001-8886	176,326.71
002-8882	60.00
004-8830	20,000.00
004-8831	32,400.00
004-8832	43,200.00
004-8833	43,300.00
005-8860	7,454.25
005-8861	7,454.25
006-8860	9,952.14
006-8861	625.00
006-8862	15,539.22
006-8880	14,967.00
006-8882	184,426.20
007-8861	919.00
007-8862	9,745.25
010-8862	684.30
012-8832	1,265.25
012-8860	1,196.00

Project Account Summary

Project Account Key	Payment Amount
012-8862	2,944.50
021-8832	4,536.40
022-8804	<u>194,916.93</u>
Grand Total:	1,675,019.47



City of Bel Aire, KS

Section VII, Item A.

Payroll Check Register Report Summary

Pay Period: 4/19/2025-5/2/2025

Packet: PYPKT00140 - PP 04/19-05/02/25: PAID 05/08/2025

Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	65	86,954.08
Total	65	86,954.08

Approved 5/15/2025

AP ORD 25-09 Total Expenses: \$1,761,973.55

Special Assessment Project Costs: \$396,072.36

Barry Smith

City of Bel Aire, Kansas

STAFF REPORT



DATE: 5/14/2025

TO: City Council

FROM: Ted Henry, City Manager

SUB: Waste Connections Request for 2% Increase in Fees

SUMMARY:

The solid waste collection and recycling agreement with Waste Connections that was approved in 2016 allows for Waste Connections to request a 2% fee increase annually. Included in your packet is a letter requesting such an increase, as well as the agreement. Council approved a 1.5% increase in 2017, nothing in 2018, 2019 or 2020, 1% in 2021, 2% in 2022, 2% in 2023, 2% in 2024. Herschel West with Waste Connections will be at the meeting to explain the need and answer any questions.



City of Bel Aire, Kansas

City Of Bel Aire, KS.
Ted Henry, City Manager

April 29, 2025

Dear Ted,

Waste Connections of Kansas, Inc. appreciates the opportunity to service the recycling & trash hauling needs for the City of Bel Aire. We value our business relationship and look forward to continuing our partnership for many years to come.

Waste Connections would like to thank the city for the two percent increase in June of 2024. In the last ten months our operating costs have still been increasing like everything else. Waste Connections again is requesting a two percent (2%) increase effective June 1, 2025. The Actual CPI for 2025 is 2.42% increase. Criteria: "Midwest / "All Items" <http://date.bls.gov/cgi-bin/dsry>

The rates with the two percent (2%) will be the following:

	<u>June 2023 Rates</u>	<u>Requested 2025 Rates</u>
1-95-gallon residential cart	\$10.06 per month	\$10.27 per month
2-95-gallon residential carts	\$15.51 per month	\$15.82 per month
1-65-gallon residential cart	\$8.97 per month	\$9.15 per month
1-95-gallon recycle cart	\$3.54 per month	\$3.61 per month

The two percent (2%) increase brings the monthly cost for 1-95-gallon trash & recycle cart to \$13.88 per month, \$0.28 more than the 2024 rate. Over the nine years of service this would equal a total increase of \$1.38 per month. The 2016 rate was \$12.50 per month, and we are requesting \$13.88 per month for 1-95-gallon trash & recycle cart.

I hope the service Waste Connections has provided over the past nine years supports the two percent (2%) increase effective June 1, 2025.

Again, we would like to thank you for your community's support. Please feel free to call me if you have any questions or concerns.

Sincerely,

Herschel West
Waste Connections of Kansas
Municipal & Government Contract Representative
Office: 316-838-4973
Cell: 316-253-8023

**FIRST AMENDMENT TO AGREEMENT FOR
SOLID WASTE COLLECTION AND SINGLE STREAM RECYCLE SERVICES**

This FIRST AMENDMENT is made as of this 20th day of May, 2025, under the terms and conditions established in the Master Agreement for Solid Waste Collection and Single Stream Recycle Services dated May 3, 2016 (the “Master Agreement”) between the City of Bel Aire, Kansas, (the “City”), and Waste Connections of Kansas, Inc., (the “Hauler”).

WHEREAS, the Master Agreement allows Hauler to submit a request to City to raise rates up to 2% annually, for solid waste and recycling services. Hauler makes that request to the City in person, at the City’s Council Meeting on Tuesday, May 20, 2025; and

WHEREAS, the Master Agreement allows City thirty (30) days to approve, disapprove, or negotiate with Hauler concerning a rate increase request.

NOW THEREFORE, for and in consideration of the parties’ mutual promises and covenants, the parties agree as follows:

Section 1. Rate Increase. City approves Hauler’s request for a 2% rate increase.

Section 2. Effective Date. The new service rates for solid waste and recycling services shall be effective June 1, 2025.

Section 3. No Other Changes. Except as expressly modified by this FIRST AMENDMENT, all other terms of the Master Agreement shall remain in full force and effect.

Section 4. Entire Agreement. This FIRST AMENDMENT and the Master Agreement constitute the entire understanding between the parties with respect to the subject matter hereof.

[Remainder of this page intentionally left blank]

Signed by DEVELOPER on this _____ day of May, 2025.

WASTE CONNECTIONS OF KANSAS, INC.
(HAULER)

Signature

Printed Name, Herschel West

Title, Municipal Marketing Manager

PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire, Kansas
on the 20th day of May, 2025.

Signed by the Mayor on this _____ day of May, 2025.

CITY OF BEL AIRE, KANSAS
(CITY)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

AGREEMENT FOR SOLID WASTE COLLECTION AND SINGLE STREAM RECYCLE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2016, by and between The City of Bel Aire, Kansas, a municipality organized and existing under and by virtue of the laws of the State of Kansas ("City"), and Waste Connections of Kansas, Inc. ("Hauler").

WHEREAS, City issued an Request for Proposal for Solid Waste and Recycle Services (RFP) which is attached hereto and incorporated herein as Attachment A, and one clarification letter which is attached hereto and incorporated herein as Attachment B;

WHEREAS, Hauler submitted a proposal in response to City's RFP which is attached hereto and incorporated herein as Attachment C;

WHEREAS, City accepted Hauler's proposal March 17, 2016, and authorized negotiation for a ten year agreement.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, and within Attachments A, B, and C the parties hereto agree as follows:

1. OBLIGATIONS AND STANDARDS OF HAULER.

A. Hauler will provide solid waste collection once per week to all commercial and residential properties which have contracted with the City for solid waste collection service. As of March 1, 2016, the City billed 2, 294 accounts per month for solid waste collection service. Hauler will notify City of any additional costs, such as extra bag fees, to include within any customer's bill. Hauler will collect fees for bulky items from customer at time of service.

B. Hauler will provide single stream curbside recycling every other week for all single-family and duplex households in the City. As of March 1, 2016, the City billed 2,459 accounts per month for single stream curbside recycling service.

C. Hauler will provide the following associated services to the City:

- (1) Trash carts and portable restroom services for Bel Aire Recreation Center. Hauler will pay disposal costs.
- (2) Trash and recycle carts for Bel Aire Public Works Facility. Hauler will pay disposal costs.
- (3) A twenty (20) yard roll-off dumpster at Bel Aire Public Works Facility. City will pay costs associated with disposal of roll-off dumpster.
- (4) Trash carts and recycle carts for Bel Aire Swimming Pool from May 15th to August 15th of each year. Hauler will pay disposal costs.
- (5) Portable restroom at Bel Aire Park. Hauler will pay disposal costs.
- (6) Trucks and drivers to support semi-annual bulk curbside collection of non-hazardous materials. Hauler will pay disposal costs.

- (7) Equipment to shred personal documents at an annual City shredding event.
Hauler will pay disposal costs.
- (8) Trash carts and portable restrooms for City's Spring Festival and Fall Festival.
Hauler will pay disposal costs.

- D. City and its residents shall not deposit in Hauler's equipment or place for collection by hauler any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infection, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulation ("Excluded Waste"). Notwithstanding any other term contained herein, the Hauler reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with resident/generator of such Excluded Waste, even if the Hauler inadvertently collects and disposes of such Excluded Waste. If the Hauler finds what reasonably appears to be discarded Exclude Waste, the Hauler shall notify the resident/business/generator, if such can be determined, that the Hauler may not lawfully collect such Excluded Waste and leave a tag specifying the nearest location available for appropriate disposal.
- E. Scope of Services shall be in conformance with the provisions of the RFP, Attachment 1, in its entirety, and specifically with § 4.1.2 of the RFP, as well as those additional standards set forth within Hauler's Proposal, Attachment 3, associated with customer service and communications standards.

2. OBLIGATIONS AND STANDARDS OF CITY.

- A. City shall notify all City residents that the exclusive provider of residential curbside single stream recycling
- B. City shall notify all City residents the preferred, although not exclusive, solid waste collection and disposal services provider is Waste Connections of Kansas, Inc.
- C. City shall offer all new residents to the City the opportunity to select Waste Connections of Kansas, Inc. as their solid waste collection provider at the same time that such new residents obtain other City utility services, including recycling service.
- D. City shall provide billing and collection services in association with recycling collection service, and solid waste collection service provided by Hauler for properties located within City.
- E. City shall remit payments to Hauler monthly.
- F. City warrants that City's pavement, curbing or other driving surface or any right of way reasonably necessary for Hauler to provide the services described herein are sufficient to bear the weight to all of Hauler's equipment and vehicles reasonably required to perform such services. Hauler will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and City agrees to assume all liability for any such damage, which results from the weight of Hauler's vehicles providing service within City.
- G. Hauler shall not be liable for delays in its performance hereunder due to uncontrollable circumstances to the extent such occurrence is beyond the reasonable control of Hauler and Hauler makes prompt, diligent and continuous efforts to resume performance. For purposes of this section, "uncontrollable circumstances" shall mean: the landfill to

which solid waste is being hauled is closed for two consecutive working days; riots; war or emergency declared by the President, Congress or the Governor of Kansas, and affecting City or Hauler; sabotage; acts of terrorism; civil disturbance; insurrection; explosion; natural disasters and severe weather such as tornados, significant rain and snow storms, floods, earthquakes, landslides and fires; strikes, lockouts and other labor disturbances; or other similar or dissimilar events which are beyond the reasonable control of Hauler.

3. SERVICE RATES.

Recycle: \$ 3.25/month/customer: One (1) 95 gallon bi-weekly curbside recycling service

Weekly Curbside Trash Service:

\$ 9.25/month/customer: One (1) 95 gallon trash cart weekly curbside trash service. Up to three additional bags per/month at no charge.

\$ 14.25/month/ customer: Two (2) 95 gallon trash cart weekly curbside trash service. Up to three additional bags per/month at no charge.

\$ 8.25/month/customer: One (1) 65 gallon weekly curbside trash service. Any additional bags will be \$1.00/bag.

Additional Services:

- Rollout service for disabled customers will be provided at no charge. All other customers may purchase rollout service at a charge equal to half the service rate.
- Bulky Items may be disposed at \$15.00/item. Requires directly contacting Waste Connections.

4. RATE INCREASES. Hauler may submit a request to City to raise rates up to 2% annually as set forth in Paragraph 3 above in accordance with increased costs documented Hauler. City has thirty (30) days to approve, disapprove, or negotiate with Hauler concerning such request.

5. TERM. The term of this Agreement shall be from June 1, 2016 to May 31, 2017. This Agreement will automatically annually renew through May, 2026, unless either party shall terminate in conformance with the termination procedures set forth within Attachment A.

6. DOCUMENTATION. This Agreement shall not become valid until the following documents are on file with the City Clerk of City of Bel Aire:

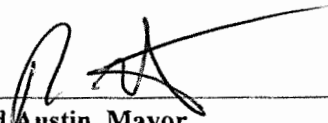
- A. A detailed list of all vehicles to be used in weekly solid waste and recyclable curbside collection within the City of Bel Aire;
- B. Certificates of inspection and licensing of all packer trucks by Sedgwick County, Kansas;
- C. Certificates of the insurance coverage mandated in this Request for Proposals; and

D. A detailed route plan, as approved by the City Manager, for weekly solid waste and recyclable curbside collection within the City of Bel Aire.

7. TRANSFER OR MODIFICATION. This Agreement and the Attachments identified within sets forth the entire Agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to, which is not referred to and incorporated herein. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be in writing and signed by both parties.
8. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto, and that this Agreement shall be binding upon the parties, their respective heirs, legal representatives, and assigns.

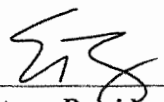
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF BEL AIRE, KANSAS



 David Austin, Mayor

WASTE CONNECTIONS OF KANSAS, INC.



 Signature, President DM

ATTEST:

SEAL



 Jamie Hayes, City Clerk

Attachment A
Request for Proposal



**CITY OF BEL AIRE, KANSAS
REQUEST FOR PROPOSAL
SOLID WASTE AND SINGLE STREAM RECYCLE SERVICES**

Date Available: February 10, 2016
Closing Date: March 2, 2016, 5:00 PM
Procurement Officer: Ty Lasher, City Manager
City of Bel Aire
7651 E. Central Park Ave.
Bel Aire, KS 67226
Phone: (316) 744-2451
Fax: (316) 744-3739

E-Mail Address: tlasher@belaireks.gov

Item: Solid Waste and Single Stream Recycling Services

City: Bel Aire, Kansas

Location: 7651 E. Central Park Ave., Bel Aire, KS 67226

Scope: The City of Bel Aire is requesting proposals from experienced qualified applicants to provide solid waste and single stream recyclable curbside collection once per week for its roughly 2,500 single-family and duplex households in the City. The successful applicant will be awarded a 5 year contract to exclusively provide solid waste and recyclable curbside collection once per week for all single-family and duplex households within the City of Bel Aire, Kansas.

This Request for Proposals ("RFP") is a formal invitation to bidders to submit bids in accordance with the specifications, and bid format instructions described herein.

READ THIS RFP CAREFULLY

Failure to abide by all conditions and requirements of this RFP may result in the rejection of a bid.

REQUEST FOR PROPOSAL

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
I. Signature Sheet	3
II. Section I – Conditions to Bidding	4
III. Section II – Proposal Instructions	7
IV. Section III – General Provisions	10
V. Section IV – Specifications	15

SIGNATURE SHEET

Section XI, Item A.

Item: Services for the City of Bel Aire, Kansas

Closing Date: March 2, 2016, 5:00 PM

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Addenda: The undersigned acknowledges receipt of the following addenda:

#1() #2() #3() None ()

Legal Name of Person, Firm or Corporation WASTE CONNECTIONS OF KANSAS, INC.

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax ³¹⁶⁻838-1854

E-Mail herschelw@wasteconnections.com

Mailing Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

FEIN Number 960990704

Signature [Signature] Date 3/2/16

Typed Name of Signature Herschel West Title District Sales Manager

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below of the alternative primary contact.

Name Herschel West

Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1856

E-Mail herschelw@wasteconnections.com

Website www.wasteconnectionswichita.com

SECTION I**CONDITIONS TO BIDDING**

- 1.1 Inquiries:** All inquiries, written or verbal, shall be directed to the City of Bel Aire, Kansas:

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

Phone: (316) 744-2451
Fax: (316) 744-3739

E-Mail Address: tlasher@belaireks.gov

Communication regarding this Request for Proposals ("RFP") is prohibited between the bidders, their employees, representatives, or agents, and any City employee, representative, or agent, other than as stated herein, including.

Negotiations
Contract Signing
As otherwise specified in this RFP.

Violations of this provision by a bidder or City personnel may result in the rejection of the proposal.

- 1.2 Negotiated Procurement:** Final evaluation and award is made by the City.
- 1.3 Questions to Bidders:** Any, all, or no bidders may be required to explain their understanding and approach to the project and/or respond to questions from the City concerning the proposal; or, the City may award to the low bidder without conducting negotiations. The City reserves the right to request additional or clarifying information from bidders as needed. If information is requested, the City is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a best and final offer to the City. Prior to a specified cut-off time for best and final offers, bidders may submit revisions to their technical and cost proposals. Meetings with representatives of the City are generally not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the best and final offer.

No additional revisions to any bid shall be made after the specified cut-off time unless requested by the City.

- 1.4 Pre-proposal Conference:** None

1.5 Cost of Preparing Proposal: The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, and other costs associated with this RFP. All Responses will become the property of the City and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

1.6 Criteria for Evaluating Bid Proposals: The City shall make an Award in the best interest of the City.

General: The bidder should develop a proposal through a process that considers the mission and involvement of the City. All proposals submitted in response to this RFP will be evaluated by the City using the following criteria and factors (listed in no particular order of importance):

1.6.1 TIMING OF DELIVERY. Services are requested to begin in calendar year 2016.

1.6.2 TECHNICAL RESPONSE. This includes the extent to which the bidder effectively demonstrates an understanding of the needs of the City as described in this RFP, and offers appropriate solutions to meet those needs. The quality of the technical Response is measured by the extent to which the specifications are adequately addressed within the bidder's proposal, and the extent to which the bidder may suggest recommendations for improvements.

1.6.3 RESPONSE Format and Completeness. Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals. The proposal is to be complete, clear, and understandable. Pages are to be consecutively numbered.

1.6.4 Financial Ability. The bidder's demonstrated financial ability to implement, manage and maintain the proposed offering.

1.6.5 Experience and Qualifications. The bidder's general experience and qualifications, and the City's assessment of bidder's ability to perform the work in a timely and professional manner. The experience and professionalism of security services is also a consideration.

1.7 Acceptance or Rejection: The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

1.8 Agreement: The successful bidder will be required to enter into a formal contract that is acceptable to the City, which will incorporate all of the terms of this RFP. The bidder's Response to this RFP shall be included as a legal part of the agreement. In the absence of any language to the contrary, this RFP will be the determining document in questions of compliance with the specifications for the scope of these services.

1.9 Contract Formation: No contract shall be considered to have been entered into by the City before a written contract has been signed by the successful bidder and the City.

1.10 Open Records Act (K.S.A. 45-205 et seq.): All proposals become the property of the City. All information contained in proposals will become open for public review once a

contract is signed or all proposals are rejected, unless Bidder provides written application of legal exception.

- 1.11 **Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the proposal price shall [not] include applicable federal, state and local taxes. The successful bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this RFP.
- 1.12 **Debarment of Contractors:** Any bidder who defaults on delivery as defined in this RFP may be barred after reasonable notice to the person who signed the bid proposal, or contract, and after reasonable opportunity for that person to be heard. The Mayor, after consultation with the attorney of record for the City, may suspend a person/company for cause from consideration for award of this or future contracts if the City determines that civil or criminal grounds support such action. The suspension shall not be for a period exceeding three years unless a criminal indictment, information or complaint has been issued for an offense which would be a cause for debarment, in which case the suspension shall, at the request of the attorney, remain in effect until after the trial of the suspended person.
- 1.13 **Insurance:** The City shall not be required to purchase any insurance against loss or damage to any personal property used to carry out this service nor shall the City establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the bidder shall bear the risk of any loss or damage to any personal property used to carry out this service. The service provider shall maintain liability insurance in association with the provision of the services of this Agreement throughout the term of the Agreement.

SECTION II PROPOSALS INSTRUCTIONS

- 2.1 Preparation of Proposals.** The City has the right to rely on any price quotes provided by bidders. The bidder shall be responsible for any mathematical error in price quotes. The City reserves the right to reject proposals, which contain errors.

Proposals shall be submitted in sealed envelopes and the outside envelopes shall be clearly identified with this RFP and the bid closing date. The City is relieved of any responsibility if the bidder fails to comply with this requirement.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor, or City employee.

Proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP for Proposal with emphasis on completeness and clarity of content, include appropriate equipment, employees, and skills. Repetition of terms and conditions of the RFP for Proposal without additional clarification shall not be considered responsive.

- 2.2 Deadline for Submission of Proposals:**
Bidder's proposal shall consist of: One original and one (1) copy of the Proposal, including any supporting literature or other supporting documents;

Bidder's proposal, sealed securely in an envelope or other container, shall be received promptly by 5:00 p.m., on Wednesday, March 2, 2016, addressed as follows:

**City of Bel Aire, Kansas
Solid Waste Proposal
Attn: Jamie Hayes, City Clerk
7651 E. Central Park Ave.
Bel Aire, Kansas 67226**

Faxed or telephoned proposals are not acceptable unless otherwise specified by the City. Proposals received prior to the closing date shall be kept secured and sealed until closing. The City shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Bids that are received after the bid deadline time and date shall be disqualified from consideration. Accordingly, bidders who are mailing their proposals should allow for normal mail delivery time to ensure timely receipt by the City.

- 2.3 Signature of Proposals:** Each proposal shall give the complete mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the bidder's social security number or Federal Employer's Identification Number. A Signature Sheet has been provided as part of this RFP. It should be completed and returned as part of the Proposal.

- 2.4 **Acknowledgment of Addenda:** The City reserves the right to amend this RFP the due date of Responses. If it becomes necessary to revise any part of this RFP, an Addendum shall be provided to all potential bidders who have requested a copy of this RFP. All bidders shall include acknowledgment of all Addenda as part of their proposal. Failure to acknowledge Addenda may be grounds for disqualification of the proposal.
- 2.5 **Modification of Proposals:** A bidder may modify a proposal in writing by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.
- 2.6 **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the bidder to the City's contact person prior to the closing date.
- 2.7 **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

Proposal results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a proposal tabulation from the City. Bid results can be obtained by sending (do not include with bid): A self-addressed, stamped envelope;

Send to:
City of Bel Aire, Kansas
Attn: Jamie Hayes - Bid Results/Copies
7651 E. Central Park Ave.
Bel Aire, Kansas 67226

Copies of individual proposals may be obtained under the Kansas Open Records Act by contacting the City Clerk of the City of Bel Aire, Kansas to request an estimate of the cost to reproduce and post the documents and remitting that amount with a written request to the above address, or a bidder may make an appointment by with the City Clerk to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

- 2.8 **Notice of Award:** An award is made on execution of the written contract by all parties. Only the City is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.
- 2.9 **Additional Proposals:** Bidders may submit more than one proposal; however, each proposal shall be in accordance with the entire provisions of this RFP. Bidders should submit complete specifications, descriptive materials and indicate any deviation from the specifications of this proposal.

A clear, well-organized and complete proposal will facilitate the review and selection process. Please follow the proposal format described, as failure to do so may result in disqualification.

A completed proposal submission package from respondents consists of the following elements:

-Preparation of a narrative section for the proposal, as described in Section IV below.

- 2.10 **Proposal Format:** Only the signature sheet is included. No paperwork or form is required by the City for the proposal. Instead, bidders are asked to prepare their proposals in a format that they believe best conveys the details of their plan to provide comprehensive solid waste and recycling services to the City of Bel Aire, Kansas.

As a general guideline in preparing the narrative, bidders should also be careful to thoroughly identify themselves, both individually and/or corporately. At minimum, all bidders shall provide the following identifying information in the narrative portion of their proposals:

- **Bidder Identification** - Name, address, phone number, and authorized signature of bidder.
- **Corporate identification** - If applicable, bidder's corporate or other business information, date established, structure (trust, partnership, corporation, non-profit, etc.), and federal tax identification number.
- **Bid should fully describe the work and materials being proposed, including costs, prices, and warranties**
- **Copy of a sample contract**

2.11 **Other proposal completion instructions:**

The bidder should submit a transmittal letter as part of the narrative proposal which affirmatively states that the bidder has read this entire RFP and agrees to comply with all of the provisions contained within this RFP.

A description of the bidder's qualifications and experience providing the requested or similar services should be included part of the narrative proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must be capable of meeting the deadlines specified in the RFP.

Beyond these general guidelines, bidders are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection.

Narrative section should be typed with double line spacing and using a font of size 11 or larger. This section should be published on 8 ½ X 11 plain paper stock printed on one side only.

Proposal should not be stapled or fastened in any permanent manner. Temporary removable clips may be used to keep the proposal assembled.

**SECTION III
GENERAL PROVISIONS**

Section XI, Item A.

3.1 **Termination for Cause:** The City of Bel Aire, Kansas reserves the right to terminate any contract, or any part of a contract, awarded in Response to this RFP for cause under any one of the following circumstances:

3.1.1 Contractor fails to make delivery of goods or services as specified in the contract;
or

3.1.2 Contractor fails to perform any of the provisions of the contract.

3.2 **Termination for Convenience:** The City of Bel Aire, Kansas reserves the right to terminate performance of work under any contract awarded in Response to this RFP in whole or in part whenever, for any reason, the City shall determine that the termination is in the best interest of and/or for the convenience of the City. In the event that the City elects to terminate such a contract in the best interest of and/or for the convenience of the City, it shall provide the Bidder/Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice.

3.3 **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given to the City shall be **IN WRITING** and addressed as follows, unless otherwise required by law:

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

3.4 **Rights and Remedies:** The City shall be obligated under any contract awarded in Response to this RFP only for those services rendered and the work and materials delivered and accepted prior to the date of termination, subject to any offset by the City for actual damages.

If it is determined, after notice of termination for cause, that Bidder/Contractor's failure was due to causes beyond the control of or negligence of the Bidder/Contractor, the termination shall be a termination for convenience.

The rights and remedies of the City provided for in this RFP shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.5 **Force Majeure:** The Bidder/Contractor shall not be held liable if the failure to perform under any contract awarded in Response to this RFP arises out of causes beyond the control of the Bidder/Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Bidder/Contractor's employees, and freight embargoes, etc.

3.6 **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the Alliance shall not constitute a waiver.

- 3.7 **Independent Contractor:** Both parties, in the performance under any contract awarded in Response to this RFP, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of the Bidder/ Contractor shall not be construed to be the employees or agents of the City for any purpose whatsoever. The Bidder/Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.
- 3.8 **Staff Qualifications:** The Bidder/ Contractor shall warrant that all persons assigned by it to perform work under any contract awarded in Response to this RFP shall be fully qualified to perform the work required. Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in contract termination and/or damages.
- 3.9 **Conflict of Interest:** No Bidder/Contractor shall knowingly employ, during the period of any contract awarded in Response to this RFP, any personnel who are also an official with or in the employ of the City.
- 3.10 **Confidentiality:** If the Bidder/Contractor needs access to private or confidential data maintained by the City in order carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor may be required to execute a Confidentiality Agreement as part of that contract.
- 3.11 **Nondiscrimination and Workplace Safety:** In carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor shall abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Bidder/Contractor agrees to comply with the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry, and shall comply with all other provisions of K.S.A. 44-1030 in its performance of this agreement. Any violations of applicable laws, rules and regulations may result in a contract termination.
- 3.12 **Environmental Protection:** In carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Bidder/Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
- 3.13 **Hold Harmless:** In carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor shall indemnify the City against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of contractual work, caused by the Bidder/Contractor.

The City shall not be precluded from receiving the benefits of any insurance the Bidder/Contractor may carry which provides for indemnification for any loss or damage to property in the Bidder/Contractor's custody and control, where such loss or destruction is

to City property. The Bidder/Contractor shall do nothing to prejudice the City's recover against third parties for any loss, destruction or damage to City property.

- 3.14 **Cash Basis and Budget Laws:** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.
- 3.15 **Prohibition of Gratuities:** Neither a Bidder nor any person, firm or corporation employed by a bidder in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any City employee at any time.
- 3.16 **Federal, State and Local Taxes:** The City makes no representation as to the exemption from liability of any tax imposed by any governmental entity.
- 3.17 **Governing Law:** This RFP and any contract awarded in Response to this RFP shall be governed by the laws of the State of Kansas and shall be deemed executed at Bel Aire, Sedgwick County, Kansas. By accepting public funding from City, or funding administered by City, Contractor agrees to be subject to the Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*, and to the Kansas Open Records Act, K.S.A. 45-215 *et seq.* in regard to the provision of these services. This agreement shall be interpreted in conformance with the laws of the State of Kansas.
- 3.18 **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder or under any contract awarded in Response to this RFP in the State of Kansas, District Court of Sedgwick County.
- 3.19 **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
- 3.20 **Competition:** The purpose of this RFP is to seek free and open competition. The bidder shall advise the City when any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the City no later than seven (7) business days prior to the bid closing date.

The City reserves the right to waive minor deviations in the specifications, which hinder the intent of this RFP.

- 3.21 **Injunctions:** Should the City be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the City, bidder shall not be entitled to make or assert claim for damage by reason of said delay.
- 3.22 **Acceptance:** No contract provision or use of items by the City shall constitute acceptance or relieve the bidder of liability in respect to any expressed or implied warranties.
- 3.23 **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued.
- Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal Response package. Pricing information is normally not considered proprietary. The Bidder's entire proposal Response package shall not be considered proprietary.
- 3.24 **Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies.
- 3.25 **Insurance:** At all times during this Contract, Contractor shall provide and maintain comprehensive general liability insurance coverage that is acceptable to the City for the term of the contract in the amount of \$1,000,000 and carry Worker's Compensation. The Successful Bidder will be required to present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the City. The Contractor must list the City as an additional insured on all policies and must be able to provide the City with Insurance Certificates; any Notices of Cancellation on or before the Effective Date and thereafter during the Contract Term, Contractor shall provide the City with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required. Contractor shall be solely responsible for any injuries related to the services performed through this agreement.
- 3.26 **Implied Requirements:** All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included.
- 3.27 **Industry Standards:** If not otherwise provided, materials or work called for in this RFP shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations, which shall apply.
- 3.28 **Prices:** Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the City. Failure to provide available price reductions may result in contract termination.

- 3.29 **Payments:** Payments shall not be made for costs or items not listed in the bidder's bid.
- 3.30 **Certification of Specifications Compliance:** By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in this RFP.
- 3.31 **Award:** Awards will be made by the City based upon the best interest of the City. The successful bidder will be notified in writing by the City. Neither the bidder nor the City is obligated in any way until a Contract has been approved and signed by all parties.
- 3.32 **References:** References may accompany any bid proposal from other persons or entities who have utilized the services that the bidder has included within the bid, and who are qualified to respond to inquiries from City personnel concerning such services.

SECTION IV SPECIFICATIONS FOR PROJECT

4.1 DESCRIPTION OF PROJECT

This Request for Proposal requires that the successful bidder provide solid waste once per week and single stream curbside recycling every other week for all single-family and duplex households in the City of Bel Aire. It will be possible for a contractor to partner or subcontract with another firm to provide the services required pursuant to this request for proposal. If this is done, the name of the proposed partner or subcontracting firm must be clearly identified in the proposal. No partnership or subcontracting will be permitted without the express prior written consent of the City. The applicant receiving the contract award will be responsible for any work of such partner or subcontractor.

4.1.1 DEFINITION OF SOLID WASTE

Solid waste shall include putrescible waste resulting from the handling, processing, storage, packaging, preparation, sale, cooking and serving of meat, produce and other foods and nonputrescible materials such as paper, tin cans, bottles, glass, ashes, lawn waste and tree waste but not hazardous materials.

4.1.2 SCOPE OF SERVICES

The scope of services includes, but is not limited to, the following:

- A. Upon commencing service pursuant to this Request for Proposal, provide each single-family and duplex household in the City of Bel Aire with a new 95 gallon or 65 gallon sealable watertight wheeled container appropriate for solid waste curbside collection at no additional cost under the contract. Customer may choose between which size of container they prefer and may change the size at no additional cost. Thereafter, during the term of engagement, maintain said containers in a sealable watertight and properly functioning condition and provide each new single-family and duplex household that moves into the City of Bel Aire with a new 95 gallon or 65 gallon sealable watertight wheeled container appropriate for solid waste curbside collection at no additional cost under the contract. Additional containers shall be made available to customers for an additional monthly charge.
- B. During the term of engagement, provide each single-family and duplex household in the City of Bel Aire with a new 95 gallon sealable watertight wheeled container appropriate for single stream recycling curbside collection at no additional cost under the contract. Thereafter, during the term of engagement, maintain said containers in a sealable watertight and properly functioning condition and provide each new single-family and duplex household that moves into the City of Bel Aire with a new 95 gallon sealable watertight wheeled container appropriate for recycling curbside side collection at no additional cost under the contract. Additional containers shall be made available to customers for an additional fee.

- C. Collect and transport all solid waste in watertight packer trucks which have been inspected and licensed by Sedgwick County, Kansas.
- D. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide solid waste curbside collection for all single-family and duplex households in the City of Bel Aire. Specify the number of additional bags next to cart at no charge.
- E. Every other week during the term of engagement, on the same day that solid waste pickup is provided, between the hours of 6:00 a.m. and 5:00 p.m., provide recyclable curbside collection for all single-family and duplex households in the City of Bel Aire. Materials to be recycled include newspapers, glass (all colors), aluminum, tin, steel, aerosol, plastics (all #'s), cardboard, food boxes, paper bags, magazines, books, office paper and file folders.
- F. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide six (6) solid waste containers and five (5) recyclable containers for collection at the Bel Aire City Hall / Police Station / Senior Center at no additional cost under the contract.
- G. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide six (6) solid waste containers year round, ten (10) solid waste containers from March 1 thru October 31, and three (3) recyclable containers year round for collection at the Bel Aire Recreation Center at no additional cost under the contract.
- H. Provide one (1) portable restroom and one (1) portable handicap restroom at the Bel Aire Recreation Complex with service from April 1 thru October 31 at no additional cost under the contract.
- I. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide one (1) solid waste container, one (1) recyclable container, and one (1) 20 cubic yard roll off for collection at the Bel Aire Public Works Facility at no additional cost under this contract.
- J. Provide one (1) portable handicap restroom at Bel Aire Park with service from March 15 thru November 15 at no additional cost under the contract.
- K. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide four (4) solid waste containers and two (2) recyclable containers for collection at the Bel Aire Pool from May 1 thru August 31 at no additional cost under the contract.
- L. Twice a year, in May and October, provide bulk curbside collection, throughout the City of Bel Aire, of nonhazardous household materials at no additional cost under the contract.
- M. Provide once per year a shredding event at no additional charge to the City of Bel Aire.

- N. Provide four (6) six solid waste containers and one (1) portable restroom with service for the Bel Aire Spring Festival and Bel Aire Fall Festival. Dates to be determined by the City of Bel Aire.
- O. Record the number of single-family and duplex households in the City of Bel Aire serviced during each month of the term of engagement. This record shall be used for billing and payment purposes pursuant to this Request for Proposal.
- P. Provide the City with current maps with schedules of collection and disposal routes.
- Q. Offer some type of recycling program for residents satisfactory to the City.
- R. Identify holidays that the company will observe and inform both the City and customers of changes in collection schedule resulting in the holiday observance.
- S. Provide rollout service for disabled customers at no charge. For all other customers, this service will be provided at a charge equal to half the basic service rate.
- T. Maintain a business office and telephone service from 8:00 a.m. until 5:00 p.m., Monday through Friday to handle all complaints and other matters concerning the collection business.
- U. Maintain and make available books and records concerning the provision of services and charging for services, pursuant to this request for proposal, for inspection and copying by any authorized officer on behalf of the City of Bel Aire, Kansas.
- V. Maintain liability insurance on all moving equipment to be used within the City of Bel Aire, Kansas with minimum limits of coverage as follows:
 - Bodily injury, each person, \$500,000;
 - Bodily injury, each accident, \$1,000,000; and
 - Public liability and property damage, \$500,000.

4.1.3 PROPOSAL REQUIREMENTS

The purpose of this Request for Proposals is to demonstrate the qualifications, competency, and capacity of applicants to provide solid waste and recyclable curbside collection once per week for all single-family and duplex households in the City of Bel Aire. Costs may not be the only factor in the selection of a contractor.

The proposal should state the name, location and size of the firm which will provide the services under this proposal and the number and type of equipment that is going to be used to provide the services. The name, location, size and qualifications should also be provided for any partner or subcontractor.

4.1.4 COST/PAYMENT METHODS

The payment method to the applicant will be a fixed monthly fee per single-family and duplex household in the City of Bel Aire serviced by the applicant.

Each applicant shall bid the fixed monthly fee per single family and duplex household based upon the applicant billing the individual households, and, in the alternative, also bid the fixed monthly fee per single-family and duplex household based upon the applicant providing the City of Bel Aire with only the number of single-family and duplex households served during the month and the City of Bel Aire billing the individual households.

4.1.5 POST AWARD CONDITIONS

Before a contract is executed, the successful applicant must:

- A. Submit to the City of Bel Aire a detailed list of all vehicles to be used in weekly solid waste and recyclable curbside collection within the City of Bel Aire;
- B. Submit to the City of Bel Aire certificates of inspection and licensing of all packer trucks by Sedgwick County, Kansas;
- C. Submit to the City of Bel Aire certificates of the insurance coverage mandated in this Request for Proposals; and
- D. Negotiate with the City of Bel Aire a detailed route plan for weekly solid waste and recyclable curbside collection within the City of Bel Aire.

4.2 SCOPE OF OPTIONAL SERVICES (IF ANY)

Attachment B
Letter of Clarification



March 3, 2016

Herschel West
Waste Connections
2745 N. Ohio
Wichita, KS 67219

Dear Herschel:

Thank you for submitting a response to the City of Bel Aire's Request for Proposal (RFP) to provide solid waste and single stream recycle services.

In accordance with Section 1.7 of the RFP which states "the City reserves the right to...clarify any ambiguities in proposals" we would like to provide clarification on the "Scope" listed on page one of the RFP which indicates "the successful applicant will be awarded a 5 year contract to exclusively provide solid waste and recyclable curbside collection...within the City of Bel Aire."

To clarify, the word "exclusively" means that the applicant would be the exclusive vendor to contract with the City for solid waste (refuse) and single stream recycling services, however citizens would still have the option to utilize another provider for solid waste services if they so choose. The City of Bel Aire would like to ensure applicants are aware they will be the exclusive provider of residential curbside single stream recycling and the preferred refuse collection and disposal services to the City, but not the exclusive provider of residential refuse collection to every resident in the City (verbiage similar to the agreements Waste Connections currently has with Andover and Park City). The City currently has 2,459 accounts billed for recycling on a monthly basis and 2,294 accounts billed for refuse collection on a monthly basis.

In accordance with Section 1.7 of the RFP which states "the City reserves the right to...clarify any ambiguities in proposals" we would like to ask for clarification on the following three items under Section IV, Specifications for Project, Subsection 4.1.2 Scope of Services:

- B. Please provide the amount of the additional fee that will be charged for an additional 95-gallon recycling cart.

- I. The 20 cubic yard roll off container for collection was to be at no additional cost, however the proposal indicates "the City will be responsible for disposal cost." Please clarify.
- P. Please indicate if you will provide the City with current maps with schedules of collection and disposal routes.

In accordance with Section 1.7 of the RFP which states "the City reserves the right to...clarify any ambiguities in proposals" we would like to ask for clarification on the following item under Section IV, Specifications for Project, Subsection 4.1.4 Cost/Payment Methods:

Please provide a breakdown of the fixed monthly fees that were included in your proposal. Specifically, we are looking to identify the cost of recycling service separately from the cost of refuse service because residents are able to select an alternative refuse provider.

If you could please provide a response to these questions in writing no later than 9am on Monday, March 7th, it will allow us to provide adequate information to our governing body to facilitate their decision making process.

Please feel free to contact me if you have questions and thank you again for your interest in continuing your partnership with the City of Bel Aire.

Sincerely,



Ty Lasher
City Manager
City of Bel Aire
7651 E. Central Park Ave.
Bel Aire, KS 67226
316-744-2451 ext. 217
tlasher@belaireks.gov

Attachment C
Bid Proposal

SIGNATURE SHEET

Section XI, Item A.

Item: Services for the City of Bel Aire, Kansas

Closing Date: March 2, 2016, 5:00 PM

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Addenda: The undersigned acknowledges receipt of the following addenda:

#1() #2() #3() None ()

Legal Name of Person, Firm or Corporation WASTE CONNECTIONS OF KANSAS, INC.

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1856

E-Mail herschelw@wasteconnections.com

Mailing Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

FEIN Number 860990704

Signature [Signature] Date 3/2/16

Typed Name of Signature Herschel West Title District Sales Manager

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below of the alternative primary contact.

Name HERSCHEL WEST

Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1856

E-Mail herschelw@wasteconnections.com

Website www.wasteconnectionswichita.com



WASTE CONNECTIONS INC.
Connect with the Future®

City of Bel Aire,
Kansas

Original
Proposal for:

Residential Solid Waste and Single Stream Recyclables

March 2nd, 2016
Submitted by:

WASTE CONNECTIONS OF KANSAS, INC.

Wichita District

2745 N. Ohio St
Wichita, Ks. 67219
316-838-4920
316-838-5323

Herschel West
Municipal Marketing Manager
Waste Connections of Kansas, Inc.
316-838-4973
Cell-316-253-8023
Herschelw@wasteconnections.com



Proposal is being submitted by:

Waste Connections of Kansas Inc. (WCI) FEIN# 860990704

2745 N. Ohio Wichita, Ks. 67219 (316) 838-4920 or (800) 388-5902

Thank you for allowing Waste Connections of Kansas, Inc. (WCI) the opportunity to propose solid waste collection service for the City of Bel Aire, Kansas. We at Waste Connections are confident that your community would benefit from our experience and commitment to provide quality service to our customers.

Waste Connections of Kansas Inc. has 375 full time employees with multiple locations throughout the state of Kansas. Waste Connections of Kansas Inc. will service this proposal with trucks from existing Fleet of 130 vehicles located in Wichita, Kansas. For trash collection we will use 20-25 cubic yard watertight rear-loader or side-loader trucks. All trucks are of modern vintage, and are in good working condition to service the City of Bel Aire in a timely & professional matter. WCI will also use watertight 95 or 65 – gallon carts for trash and 95 gallon carts for recycling. Wichita Hauling has been in the business of hauling Solid Waste for 50 years. Waste Connections is currently servicing 72 municipalities in Kansas & Oklahoma. A few of the Municipalities are Hutchinson, Derby, Park City, Kingman and Eureka, Ks. Waste Connections of Kansas Inc. is a wholly owned subsidiary of Waste Connections Inc. a Publicly traded company on the New York Stock Exchange.

Executive Summary

In selecting Waste Connections, you are assured of receiving the following important benefits with our service. WCI believes that we can meet all goals that the City of Bel Aire is looking for their Solid Waste Collections & Transportation:

Currently Waste Connections of Kansas, Inc. is servicing over 72 Municipalities in Kansas and Oklahoma for over 20 years, and are currently servicing over 60,000 residents on a subscription basis in the Wichita area. With this experience, Waste Connections is very confident that we can continue to provide the same great service we have been providing for the past 6 years, and will not have any problems servicing the 2500 residents of the City of Bel Aire.

Corporate Overview & History

Waste Connections is an integrated solid waste services company that provides solid waste collection, transfer, disposal and recycling services in mostly secondary markets in the Western and Southern U.S. The Company serves more than two (2) million residents, commercial and industrial customers from a network of operations in 38 states.

Our services focus on Cities and Towns where we can provide either non-integrated or integrated solid waste services under exclusive arrangements. The ability to form long-term relationships with our Municipalities provide more stability for long term Landfill Security for each City and Town we serve, and a more long term stable rate structure. We are a leading provider of solid waste services in most of our markets, and approximately 50% of our revenues are derived from market areas where we have franchise or exclusive rights to provide our waste services.

We strive to provide services excellence for those communities that place their trust in our company and are always dedicated to putting our customers first. We look to technology and growth to help our customers, employees and shareholders "Connect with the Future". As a public company we have the resources to meet every customer's needs in a cost effective and environmentally compatible manner. We understand the markets, the philosophy and the unique needs of the customer we serve whether they are industry, commercial accounts, municipal jurisdictions or individual subscribers.

Background

The Company was founded in 1997 by a dedicated group of industry professionals with over 50 years of industry experience through the purchase of five operations in Washington and Idaho from Browning-Ferris Industries. The company rapidly expanded into California market in early 1998 and now has operations throughout 38 states serving two (2) million customers located primarily in the Western and Southern United States. Waste Connections went public in May of 1998 and is traded on the NYSE exchange under the symbol WCN. The Wichita Hauling Company has been servicing our customers for over 50 years. The last 19 years we have been operating under Waste Connections of Kansas, Inc.

Growth

Waste Connections has grown through a combination of both organic growth in our existing markets and acquisitions of selected companies in high growth markets. Operations are typically enhanced through the introduction of modernized fleets, technology, management support and the capital that comes from being part of a public traded company. We look to grow rapidly within your community through expanding the range of services we offer and by helping our local managers to continue the success they have built locally. As we grow, whether by adding services for your City or through your City's internal growth and annexation, we seek to constantly upgrade our level of customer service.

Customers

Our Customers range from individual resident subscribers to county and city contacts and include industrial and commercial accounts, contracts with homeowners associations, apartment owners and mobile home operators. We have a market-based strategy for servicing our customers to provide the most cost effective solution depending on local regulations and solid waste management practices. We can best serve our customers and provide the most cost-effective solution through having in integrated company with collection, transfer and disposal.

Safety and the Environment

We are committed to improve the environment for the future of the communities we live in and serve. We believe that our services play an integral part of improving the environment and we are always mindful of having the most cost-effective waste management for our customers. In addition we are committed to the safety of our workers and have programs in place to continually upgrade our risk management and environmental policies.

Waste Connections of Kansas, Inc Staff Qualifications / Resume Brief of Key Personnel

Waste Connections of Kansas key employees have assembled a management team that has gained extensive and proven hands on experience managing every aspect of Solid Waste Collection, Transportation and Disposal Service Operations. All key operations managers hold a CDL license in the event of an emergency. These employees will play in instrumental role in the start up and management of the City of Bel Aire Contract. A listing of WCI key managerial team is as follows.

Eric Bergin – District Manager / Fifteen years in the solid waste industry working for various waste collection companies throughout the United States. Overseeing all Department Managers, 130 Commercial and Residential drivers.

Jeff Hays – Operations Manager / Twenty one years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 130 Commercial & Residential drivers.

Herschel West – District Sales Manager / Fourteen years in the solid waste industry working for Waste Connections of Kansas Inc. Overseeing over 7000 commercial customers, 4 Sales Representative and 72 Municipalities in Kansas & Oklahoma.

Mark Perez – Division Controller / Fourteen years in the solid waste industry working for Waste Connections of Kansas Inc. Overseeing 2 hauling companies, 2 landfills, Wichita Recycling Center & Transfer Station. Graduated Wichita State University –Undergrad & Baker University / MBA. Twenty one years of financial experience.

Brain DeBaun – Commercial Supervisor / Twenty one years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 110 Commercial & Residential drivers.

Karl Brown – Residential Manager / Twenty years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 33 Residential drivers

Eric Zerger – Residential Manager / Twelve years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 33 Residential drivers

Tiffany Bauder – Residential Customer Service Manager / Twenty years in the solid waste industry working for SS Express and Waste Connections of Kansas Inc. Overseeing 10 Customer Service Representatives, and over 60,000 residential customers. Graduated Wichita State University.

Valerie Smith – Billing Administrator / Fourteen years in the solid waste industry. Responsible for commercial collections and A/R. Overseeing 3 Commercial Customer Service Representatives. Graduated Wichita State University

Laura Vickers – Residential Dispatch / Twenty four years in the solid waste industry. Started in Residential Customer Service for 3 years. Payroll for 4 years, and Residential Dispatch for 15 years. Overseeing 45 routes for trash & recycling.

WCI will provide the City of Bel Aire with a list of Waste Connections staff. We will give you office numbers, cell phone numbers, email addresses and even home numbers to reach us 24 hours of any day. Seven days a week.

Waste Connections of Kansas, Inc currently employs 375 employees. One of the key factors that set Waste Connections of Kansas, Inc. apart from competitors is the skill of our drivers. We know that our driver is the member of our team who is most frequently in contact with residents. As a result, our drivers are seasoned and continually trained to safely operate all equipment and work with all people they encounter in a professional manner. Drivers are rewarded with Safety bonuses and for practicing “**The Waste Connections Operation Values**”. Every driver and Operations manager is CDL certified and subject to random drug and alcohol testing. We hold weekly Safety and Service meetings. Continuing education and training is required of Drivers as well as all other employees. All drivers will be in uniform and all equipment will have neat and tidy appearance. (See Waste Connections Operating Values / Page #10)

Understanding of Local Conditions

Up-to-date knowledge of Federal, State and local laws that could affect the way the City of Bel Aire views its waste needs.

WCI’s commitment to our environment by transporting and disposing of the material collected in accordance with Federal, State and local government’s laws.

Ongoing knowledge of the waste industry’s changing laws and technologies.

Customer Service and Communications Program Commitments

1. If the City of Bel Aire has complaints or other issues the City can call our Residential Customer Service number between the hours of 8:00 am – 5:00 pm., or go online to our website at wasteconnectionswichita.com
2. Our driver will also stop by the City Hall Office at the end of his route each week to receive any complaints or request the City may have received directly. Depending on the nature of the service request, the driver will resolve before leaving the city, or after review with supervisor, resolve with 24 hours. Uniformed drivers for easy recognition of WCI employees. Clean and well-maintained equipment for a professional appearance, easy company identification, and reliable service.
3. Dedicated Municipal Email Address: Kansasmuni@wcnx.org
This email goes to Tiffanie Bauder (Residential Customer Service Manager) and Lead Customer Service Representative if you have any questions or service issues for Customer Service.

Nondiscrimination and Affirmative Action

Waste Connections currently has in force a policy regarding non-discrimination in hiring and promotion of employees without regard to their race, religion, handicaps, sex, color or national origin.

Waste Connections of Kansas is an Equal Opportunity Employer and maintains an Affirmative Action Plan in accordance with Executive Order 11246. This plan includes Affirmative Action for Woman, Minorities, Covered Veterans and Persons with Disabilities. No deficiencies or problem areas have been identified in the most recent plan (January 1, 2008 to December 31, 2008.) Waste Connections of Kansas is committed to compliance with all applicable laws providing equal employment opportunities. Questions can be directed to EEO/AAP Officer Susan Metzger, Waste Connections, Inc, 10001 Woodlands Forest Dr., Suite 400, The Woodlands, Tx. 77380.

Environmental Policy

Ensuring that all WCI employees understand that the Company is committed to environmental excellence in the operation and maintenance of facilities, including providing the appropriate support to all technical employees, policies, and programs to ensure compliance with all applicable laws and regulations.

We have a number of specific environmental policies, including:

- 1. Environmental Excellence (ENG-P001)
- 2. Corporate and Region Responsibilities concerning environmental protection (ENG-P002; ENG-P003)
- 3. Groundwater Quality Program (ENG-P004)
- 4. Training and Goals for Technical Personnel (ENG-P005; ENG-P006)
- 5. Value Engineering (ENG-P007)
- 6. Notification of Critical Events (ENG-P009)
- 7. Waste Acceptance (ENG-P010)
- 8. Environmental Audit Program and Regulatory Compliance (ENG-P011; ENG-P015)

In addition to our broad scope of environmental policies, WCI lives a set of Core Operating Values that promote Environmental Protection (Number 1 – Safety; Number 2 – Integrity). (WCI Operating Values page #10)

When we will collect. We will make curbside collections once a week for trash and every other week for single stream recycle between the hours of 6:00 a.m. to 5:00 p.m. each week. If your scheduled collection day falls on or after a holiday, collection will be delayed by one day (Friday customers will have their collection on Saturday). The holidays we observe are New Year’s Day, Thanksgiving, and Christmas. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we miss your collection, please call us and we will return to pick it up, without charge, on the same day if the driver is still in the City of Bel Aire. If driver has already left the City of Bel Aire WCI will pick up the missed stop the following week. We will resolve any other complaints within the same time period.

What we will not collect.

We will not collect liquid hazardous waste, including paints, pesticides, petroleum derivatives such as motor oil and solvents. Explosive items also will not be accepted. If these items are identified in your trash, the unaccepted items will be set aside and not taken.

Where we will pick up. You must set your carts at the curb. If we agreed to collect on private driveways or pavement, we will ask you to sign a waiver of damage liability and/or indemnification.

Weight limitations of carts. The weight limit for each automated cart is as follows: 95- gallon Cart = 200 lbs

Replacement/removal/repair. All replacements, repairs and removals will take place on the residents next schedule collection day at no charge. The same service pertains with carts with graffiti.

Where you can contact us. You may call us regarding service or complaints toll free at 1-800-388-5902 or 316-838-4920 for residential customer service. Between 8:00 a.m. and 5:00 p.m. weekdays, except holidays and from 8:00 a.m. to 12:00 p.m. (noon) on Saturdays. You may come to our office located at 2745 N. Ohio St. N. Wichita, Ks. 67219 or you may mail correspondence to our office address.

We do not discriminate. If you are entitled to service, we will not discriminate against you on account of race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation.

Rights of Privacy. We will observe and protect your rights of privacy and trade secrets. Unless you give us permission, we will not reveal any information identifying you or the composition or contents of your solid waste to any person except City or if required by law.

All WCI employees will wear uniforms and all equipment will have a neat and tidy appearance.

Waste Connections of Kansas, Inc. would like to provide The City of Bel Aire three (3) options for Residential solid waste and single stream recyclable service.

Option #1 - Contract length of 5 years

1- 95-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service Cost **\$14.00** per month. Up to three additional bags are allowed at no cost.

1- 65-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service Cost **\$13.00** per month. (Extra bags will be \$1 per bag.)

Option #2 - Contract length of 7 years

1- 95-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service Cost **\$13.25** per month. Up to three additional bags are allowed at no cost.

1- 65-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service Cost **\$12.25** per month (Extra bags will be \$1 per bag.)

Option #3 - Contract length of 10 years

1- 95-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service Cost **\$12.50** per month. Up to three additional bags are allowed at no cost.

1- 65-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service Cost **\$11.50** per month (Extra bags will be \$1 per bag.)

Rollout service for disabled customer at no charge. For all other customers, this service will be provided at a charge equal to half the basic service rate.

2nd 95-gallon trash cart service – Cost \$5.00 per month

(WCI will provide carts for curbside Trash & RecycleBank Service)

Bulky Items - \$15 each (Furniture/Appliances- free of CFC's and HCFC's Refrigerants by a certified refrigeration technician.)

List of all items included in single stream recycling program.

- Corrugated Cardboard
- Chip Board – Cereal, pop, shoe, boxes etc.
- Newspapers / Magazines / Junk Mail / Phone Books
- Other Light Colored Papers
- Plastics #1-#7
- Steel Cans
- Aluminum Cans
- Clean Aluminum Foil
- Glass (Glass Food Containers) brown, clear, green & etc

WCI will provide **FREE** service to all City owned facilities and events;

- Bel Aire Recreation Center. – Trash carts and portable restroom services
- Bel Aire Public Works Facility – Trash, recycle carts and 20yd roll off (City responsible for disposal cost)
- Bel Aire Park – Portable restroom
- Bel Aire Pool – Trash and recycle carts
- City Wide Clean Ups-Spring & Fall – WCI will provide trucks and drivers for bulk curbside collection through out the City of Bel Aire, of nonhazardous materials.
- Shredding event once per year.
- Bel Aire Spring and Fall Festival – Trash Carts and portable restroom service.

Waste Connections of Kansas, Inc. Wichita Hauling Company

Statement of Operating Values



Safety. We strive to assure complete safety of our employees, our customers and the public in all of our operations. Protection from accident or injury is paramount in all we do.

Integrity. We define integrity as "saying what you will do and then doing it." We keep our promises to our customers, our employees and our stockholders. Do the right thing, at the right time, for the right reason.

Customer Service. We provide our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

To be a Great Place To Work. We maintain a growth culture where our employees can maximize their potential personally and professionally. Our objective is to provide an environment where people enjoy what they do and take pride in their work. We wish to embody a work hard, play harder culture.

To be the Premier Solid Waste Services Company in Wichita, Kansas. We continue to provide superior returns, remain environmentally responsible, and continue to grow in a disciplined way, deploying resources intelligently and benefiting communities we live in.

City of Bel Aire, Kansas

STAFF REPORT

DATE: May 14, 2025

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 2025 Street Maintenance Project, Change Order No. 3



BACKGROUND:

After milling the top 2" of Perryton between Woodlawn and just east of Stratford, several areas of soft spots were uncovered. Additionally, Stratford between Odessa and Perryton has developed soft spots, likely due to heavy traffic (school busses, trash trucks and construction traffic) traversing the milled section, indicating that there was not enough of an underlying base to support the traffic loading.

DISCUSSION:

After APAC milled the top 2" off of Perryton preparing for the mill and overlay, the City was notified of some soft spots at the west end of Perryton and additional soft spots that had formed on Stratford between Odessa and Perryton (these were not present at the time of the Change Order presented to Council on May 6th). Staff was on-site the next morning to observe the soft spots and determined that they were too pervasive on the street to handle with full-depth replacement patches. Additionally, the pavement on Stratford had quite a few alligator cracks and appeared that with continued heavy traffic, would just deteriorate further – i.e. there was not enough of an underlying base or support structure to be able to hold up to the construction traffic, or continued use by school busses, trash trucks and other heavy vehicles. This is the primary reason for the recommendation to reconstruct the entire roadway from curb to curb. The pavement on Perryton – outside of the recommended complete removal areas appeared to be solid and did not have the alligator cracking in it, therefore, it is being recommended to only do a full-dept reconstruction on the areas showing the distress. This pavement will be observed again prior to the Council meeting on May 20th to ensure that no additional damage has occurred requiring addition full-depth replacement.

FINANCIAL CONSIDERATIONS: The funds for this change order will be paid from the Street Improvement line item in the Streets Fund. The City had additional carryover funds from the 2024 streets program that were not utilized.

RECOMENDATION: Staff recommend that the City Council accept Change Order No. 3 for the full-depth replacement on Stratford, between Odessa and Perryton and the full-depth replacement of Perryton as shown on the attached map with the 2025 Street Maintenance Project in the amount of \$120,502.00, bringing the total project costs, including Change Order 3, to \$1,538,273.70.

CHANGE ORDER No. 03Date of Issuance: 5/9/2025

Project Name: 2025 Street Maintenance Pavement & Curb Repairs	Owner: City of Bel Aire	Owner's Project Number:
Engineer's Project Number (if applicable): 31-237363-013-2564	Date of Contract: 3/26/2025	
Contractor: APAC Kansas Inc., Shears Division	Funding Agency Project Number (if applicable):	

The following changes are hereby made to the CONTRACT DOCUMENTS:

Soft spots and poor subgrade discovered during the milling process. Additional work as described
Justification: in the attached documents. No additional contract time.

☒ **Change to CONTRACT PRICE**

Original CONTRACT PRICE: \$ 1,219,247.70

Current CONTRACT PRICE (as adjusted by previous CHANGE ORDERS): \$ 1,417,771.70

Increase in CONTRACT PRICE as of this Change Order: \$ 120,502.00

The new CONTRACT PRICE incorporating this CHANGE ORDER: \$ 1,538,273.70

☐ **Change to CONTRACT TIME:**Original Contract Times: ☐ Working Days ☐ Calendar Days

Substantial completion Select One : _____

Final completion Select One : _____

The CONTRACT TIME (as adjusted by previous CHANGE ORDERS):

Substantial completion Select One : _____

Final completion Select One : _____

Select One in CONTRACT TIME as of this Change Order:

Substantial completion Select One : _____

Final completion Select One : _____

CONTRACT TIMES with all approved CHANGE ORDERS:

Substantial completion Select One : _____

Final completion Select One : _____

REQUESTED:

By: _____

Contractor (Authorized Signature)

Date: 5/14/2025

Approved by Funding Agency (if applicable):

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: 5-14-25

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

Date: _____

ATTACHMENTS:

1. TABLE OF COSTS
2. LOCATION MAP

OWNER: CITY OF BEL AIRE
 PROJECT: 2025 STREET MAINTENANCE IMPROVEMENTS
 DATE: MAY 2025



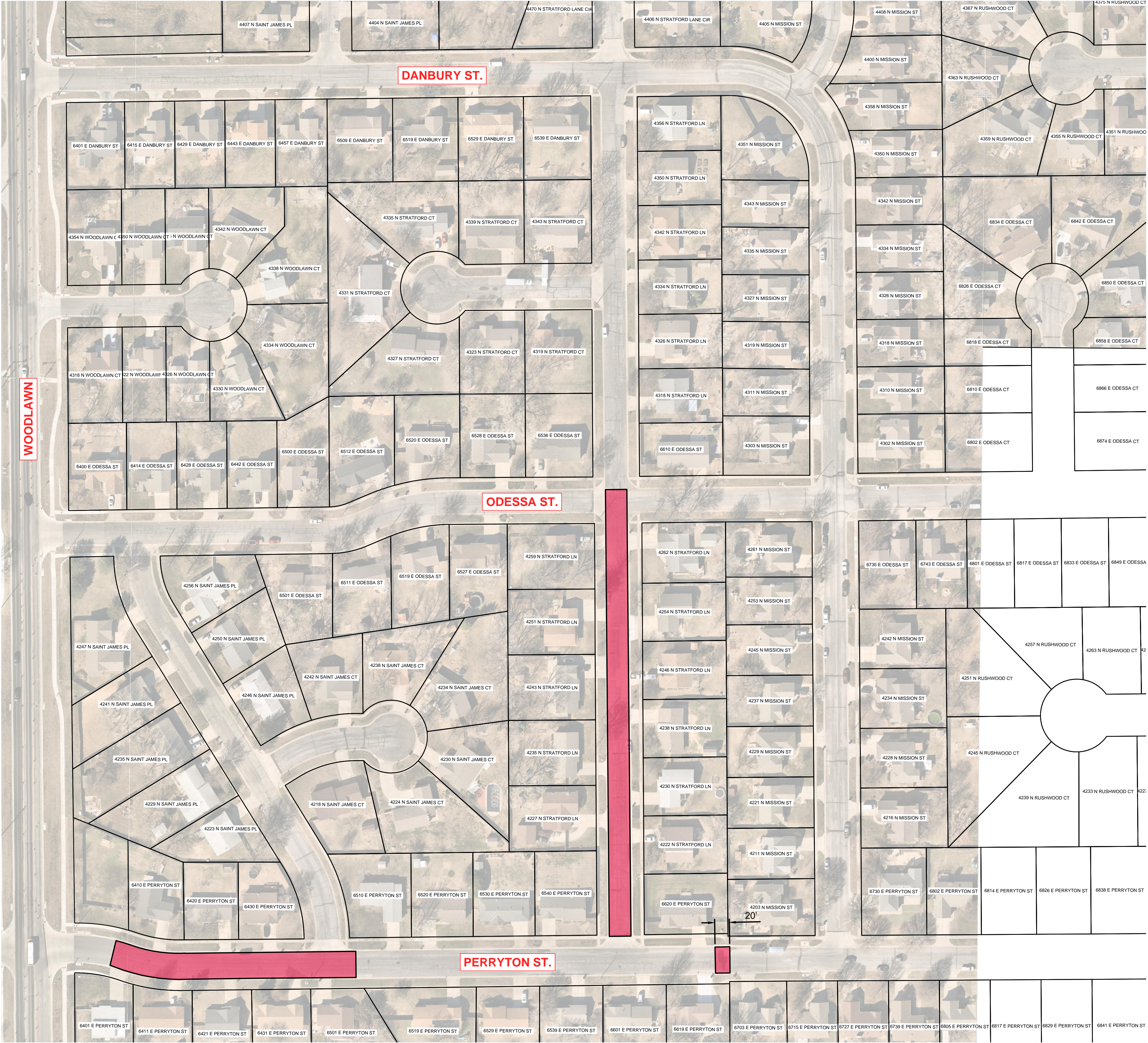
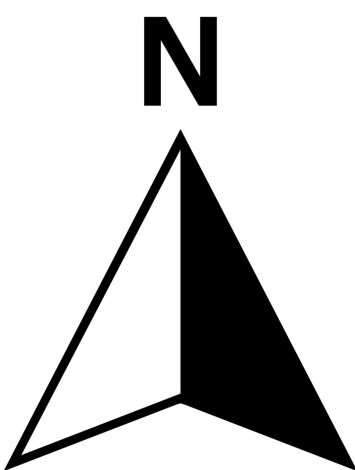
CHANGE ORDER #3

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S OPINION OF PROBABLE COST	
				UNIT PRICE	COST
STRATFORD LANE - ODESSA TO PERRYTON					
1	Pavement Removal	2,028	SY	\$ 5.00	\$ 10,140.00
2	Full Depth Asphalt Repair (6")	2,028	SY	\$ 28.00	\$ 56,784.00
3	Crushed Rock Base (5" Reinforced)	2,028	SY	\$ 10.00	\$ 20,280.00
4	A.C. Surface Course, 2" (BM-2) (PG 64-22)	-220	TONS	\$ 74.00	\$ (16,280.00)
SUBTOTAL				\$	70,924.00

PERRYTON ST.

1	Pavement Removal	1,418	SY	\$ 5.00	\$ 7,090.00
2	Full Depth Asphalt Repair (6")	1,418	SY	\$ 28.00	\$ 39,704.00
3	Crushed Rock Base (5" Reinforced)	1,418	SY	\$ 10.00	\$ 14,180.00
4	A.C. Surface Course, 2" (BM-2) (PG 64-22)	-154	TONS	\$ 74.00	\$ (11,396.00)
SUBTOTAL				\$	49,578.00

CHANGE ORDER TOTAL	\$ 120,502.00
---------------------------	----------------------



EAST OF WOODLAWN

City of Bel Aire, Kansas

STAFF REPORT

DATE: May 8, 2025

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 45th and Oliver Bridge Replacement Project



BACKGROUND:

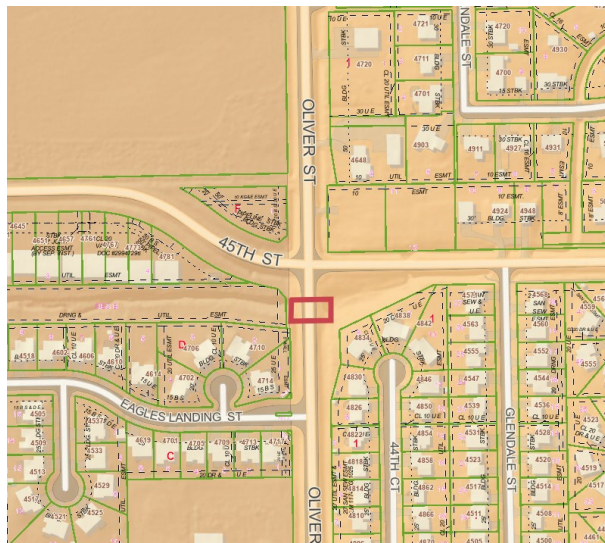
The bridge located just south of 45th Street on Oliver has been rated as poor condition for several years and is needing replacement. The City received a Kansas Local Bridge Improvement Program (KLBIP) grant to remove and replace this bridge with a structure that is non-bridge length in 2024, requiring the project to be under contract for construction prior to August 29, 2025.

DISCUSSION:

Garver worked with City Staff to design the bridge replacement to coordinate with the upcoming improvements to the intersection at 45th and Oliver. Plans were sent to 8 contractors, but only two responded with bids for the work.

The plans and specifications include a time frame of approximately four weeks (20 working days) and is intended to be completed prior to school starting. However, during the bidding process, the City has been informed that there may be issues with obtaining the box structures during this time frame. Specific dates for the work will not be scheduled until Dondlinger has delivery dates for the box structures from Wichita Concrete pipe. It should also be noted that this work will require the closure of Oliver during the construction work so it can be completed in the quickest possible timeframe.

	Engineer's Estimate	Dondlinger	Mies
Total Bid	\$429,585.50	\$362,037.20	\$430,000.00



FINANCIAL CONSIDERATIONS: The funds for this project will be paid for in part from a Kansas Local Bridge Improvement Program Grant in the amount of \$180,000.00 and the remaining balance will come out of the stormwater fund, which currently has a cash balance of \$590,000 as of today.

RECOMENDATION: Staff recommends that the City Council accept the bid from Dondlinger in the amount of \$362,037.20.

45th & Oliver Box Replacement
Bel Aire, Kansas
May 8th, 2025

				Engineers Estimate		Dondlinger & Sons		Mies Construction	
	Bid Item	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Sawcut Exist. Pavement	79	LF	\$ 10.00	\$ 790.00	\$ 8.00	\$ 632.00	\$ 20.00	\$ 1,580.00
2	Excavation	485	CY	\$ 20.00	\$ 9,700.00	\$ 25.00	\$ 12,125.00	\$ 30.00	\$ 14,550.00
3	Fill, Compacted (95% Density)	264	CY	\$ 2.00	\$ 528.00	\$ 15.00	\$ 3,960.00	\$ 10.00	\$ 2,640.00
4	AC Pavement 8" (2" Bit Base)	149	SY	\$ 35.00	\$ 5,215.00	\$ 94.20	\$ 14,035.80	\$ 80.00	\$ 11,920.00
5	Crushed Rock Base 7", Reinforced	149	SY	\$ 10.00	\$ 1,490.00	\$ 20.00	\$ 2,980.00	\$ 50.00	\$ 7,450.00
6	8'X3' Precast RCB	303	LF	\$ 925.00	\$ 280,275.00	\$ 882.00	\$ 267,246.00	\$ 775.00	\$ 234,825.00
7	Light Stone Rip Rap	156	SY	\$ 125.00	\$ 19,500.00	\$ 98.00	\$ 15,288.00	\$ 120.00	\$ 18,720.00
8	Sand Backfill, Jet, Vibrate	86	LF	\$ 40.00	\$ 3,440.00	\$ 45.00	\$ 3,870.00	\$ 205.00	\$ 17,630.00
9	Remove Exist. 72"x 45" Arch CMP's/Headwals/Wingwalls	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 6,800.00	\$ 6,800.00	\$ 8,000.00	\$ 8,000.00
10	Remove Exist. Asphalt Pavment	149	SY	\$ 20.00	\$ 2,980.00	\$ 29.00	\$ 4,321.00	\$ 26.00	\$ 3,874.00
11	Install Silt Fence	535	LF	\$ 2.50	\$ 1,337.50	\$ 1.90	\$ 1,016.50	\$ 1.90	\$ 1,016.50
12	Install Construction Safety Fence (4')	115	LF	\$ 10.00	\$ 1,150.00	\$ 4.50	\$ 517.50	\$ 4.50	\$ 517.50
13	Erosion Control Mat	336	SY	\$ 5.00	\$ 1,680.00	\$ 1.90	\$ 638.40	\$ 1.90	\$ 638.40
14	Seeding, Permanent	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
15	Site Clearing	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 6,500.00	\$ 6,500.00	\$ 80,896.60	\$ 80,896.60
16	Site Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 7,385.00	\$ 7,385.00
17	Contractor Provided Testing	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
18	SWPPP Maintenance, Inspection & Reports	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 225.00	\$ 225.00	\$ 475.00	\$ 475.00
19	Pavement Marking	1	SY	\$ 1,500.00	\$ 1,500.00	\$ 3,955.00	\$ 3,955.00	\$ 3,955.00	\$ 3,955.00
20	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 7,427.00	\$ 7,427.00	\$ 7,427.00	\$ 7,427.00
				Total Base Bid	\$429,585.50	Base Bid Total	\$ 362,037.20	Base Bid Total	\$ 430,000.00

Apparent Low Bidder

Notice of Award

Dated:

Project: 45 th & Oliver Bridge Reconstruction/Rehabilitation	Owner: City of Bel Aire	Owner's Contract No.:
Contract:		Engineer's Project No.:
Bidder: Dondlinger & Sons Construction, LLC		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that your Bid dated May 8, 2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 45th & Oliver Bridge Reconstruction/Rehabilitation.

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is **Three Hundred Sixty-Two Thousand Thirty-Seven Dollars and Twenty Cents** (\$362,037.20).

(Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.)

- 3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.
- 3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [three] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

	Owner
By:	Authorized Signature
	Title

Copy to Engineer

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is entered into this ____ day of May 2025, between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called OWNER) and Dondlinger & Sons Co., Inc., a Kansas corporation, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

45th & Oliver Bridge
Reconstruction/Rehabilitation
To serve Bel Aire, Kansas

Article 2. ENGINEER.

The Project has been designed by Garver LLC, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work on the 45th & Oliver Bridge Reconstruction/Rehabilitation Project shall be completed prior to August 8th, 2025. The Work shall be scheduled to require a maximum closure duration of no more than 20 working days. Extensions to the schedule may be granted only in the event of weather-related delays, as outlined in paragraph 2.03 and paragraph 14.07 of the General Conditions.

3.2. Liquidated *Damages*. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty DOLLARS (\$750.00) for each day that expires after

the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Seven Hundred and Fifty DOLLARS (\$750.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

- 4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: Three Hundred Sixty-two Thousand Thirty-seven Dollars and Twenty cents (\$362,037.20).

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the LAST day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

90 % of Work completed.

90 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less retainage, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. INTEREST. Article 6 has been deleted.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages ii-2 to ii-7, inclusive).
- 8.2. Exhibits to this Agreement (page ii-8 to ii-8, inclusive).
- 8.3. Performance and other Bonds (pages ii-9 to ii-16, inclusive).
- 8.4. General Conditions (pages 00700-1 to 00700-41, inclusive.)
- 8.5. Supplementary Conditions (pages ii-20 to ii-23, inclusive).
- 8.6. Technical Specifications bearing the title Technical Specifications
- 8.7. Drawings, consisting of one set dated and sealed on April 2025 with title sheets bearing the following general title:

45th & Oliver Bridge Reconstruction/Rehabilitation

- 8.8. OWNER'S Standard Exhibits, (pages ii-24 to ii-29, inclusive.)
- 8.9. CONTRACTOR'S Quote marked exhibit A.
- 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).
- 8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.
- 8.12. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4. DISPUTE RESOLUTION: Section 16.01A of the General Conditions, regarding Methods and Procedures, shall change to: Either OWNER or CONTRACTOR may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be conducted by a mediator mutually chosen by OWNER and CONTRACTOR.

9.5. STANDARD GENERAL CONDITIONS: OWNER stipulates that if the General Conditions that are made a part of this Contract are EJCDC C-700, Standard General Conditions of the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if OWNER is the party that has furnished said General Conditions, then OWNER has plainly shown all modification to the standard wording of such published document to the CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), in Article 9. MISCELLANEOUS or in the Supplementary Conditions.

CONTRACTOR must plainly show all modifications to the standard wording of the Standard General Conditions to the OWNER, through a process such as highlighting or "track changes" (redline/strikeout), in Article 9. MISCELLANEOUS or in the Supplementary Conditions.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2025.

OWNER City of Bel Aire, Kansas

CONTRACTOR Dondlinger & Sons Construction, LLC

(Print) Jim Benage, Mayor

(Signature)

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST:

ATTEST:

Melissa Krehbiel, City Clerk

Address for giving notices:

Address for giving notices:

7651 East Central Park Avenue
Bel Aire, KS 67226

2656 South Sheridan Street
Wichita, KS 67217

License No. _____

APPROVED AS TO FORM:

Maria A. Schrock, City Attorney

(If OWNER is a public body, attach evidence Agent for service of process: _____
authority to sign and resolution or other documents authorizing execution of Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

SUPPLEMENTARY CONDITIONS

SC-1 BONDS:

1.

In accordance with Article 5 of the General Conditions, the Contractor shall furnish the following bonds as security for the faithful performance and payment of all his obligations under the contract documents.

A.

Construction Payment Bond

B.

Construction Performance Bond

C.

Statutory Bond
2.

Construction Performance Bond. Incorporated in the Performance Bond, legally issued, and running to the Owner, shall be the condition that the Contractor shall maintain and make all repairs to the improvements constructed by him, at his own expense and free of charge to the Owner for the period of two years after the date of acceptance of said work by the said Owner, any of which repairs may become necessary within such period by reason of any imperfection of the material used or by reason of any defective workmanship.
3.

Statutory Bond. The Contractor shall furnish a Statutory Bond, legally issued, meeting the approval of the Owner and running to the State of Kansas, in an amount equal to the contract price of the said improvements, and conditioned that the Contractor shall pay all indebtedness incurred for labor, supplies, equipment, and materials furnished in making the improvements called for herein. The Statutory Bond shall be placed on file with the Clerk of the District Court of the district where the work is located and a receipt acknowledging such filing shall be delivered to the Owner along with the Statutory Bonds
4.

The Bonds required by the contract documents shall be in amounts at least equal to the contract price and shall be delivered to the Owner simultaneously with the execution and delivery of the Agreement.

SC-2 INSURANCE:

1.

In accordance with the applicable paragraphs of the General Conditions, the Contractor shall purchase and maintain throughout the duration of this contract the following types of insurance and in such amounts as may be necessary to protect himself and the interests of the Owner.
2.

Liability Insurance

A.

Workman’s Compensation and Employer’s Liability.

i.

Workmen’s Compensation

Statutory

ii.

Employer’s Liability

\$100,000 each person

B.

Comprehensive General Liability.

i.

Bodily Injury

\$1,000,000

Each Occurrence

ii.

Property Damage

\$1,000,000

Annual Aggregate

iii.

Property Damage Liability insurance shall provide Explosion , Collapse, and Underground coverages.

iv.

Personal Injury with

\$1,000,000

Annual Aggregate
- ii - 20
- 86

employment exclusion deleted

- C. Comprehensive Automobile Liability.

i. Bodily Injury	\$1,000,000	Each Person
	\$1,000,000	Each Occurrence
ii. Property Damage	\$1,000,000	Each Occurrence
	\$1,000,000	Combined Single Limit
- D. Contractual Liability.

i. Bodily Injury	\$1,000,000	Each Occurrence
ii. Property Damage	\$1,000,000	Each Occurrence
- E. Liability Insurance for Owner and Engineer.

i. The Contractor shall provide umbrella liability insurance for the Owner and Engineer by endorsement as additional insureds on the Contractor's General Liability Policy. Contractor's financial obligation shall be the greater of these requirements or its existing coverages.

SC-3 SALES TAX EXEMPTION:

1. Materials incorporated into this project are exempt from the payment of sales tax under the laws of the State of Kansas and such sales tax shall not be included in the Bid.
2. The Owner will provide the Contractor with a proper exemption certificate number within ten days of the contract date. Should the Owner fail to provide an exemption certificate number within the required time period, the Contractor shall be reimbursed monthly for all sales tax amounts for which he becomes liable until such certificate number is provided. To minimize the Contractor's record keeping expense, the Owner shall provide an exemption certificate number within 60 days or is shall be presumed that the project will proceed on an non-exempt basis and the contract amount shall be equitably adjusted in writing in a lump sum amount sufficient to cover the Contractor's sales tax expense.
3. Upon issuance of a proper exemption certificate number to the Contractor, the Contractor shall assume full responsibility for his own proper use of the certificate number and shall pay all costs of any legally assessed penalties relating to the Contractor's improper use of the exemption certificate number.

SC-4 SERVICES:

1. Water. Water for proper completion of the work may be obtained from the City's water distribution system at no charge. All power and chemicals used shall be paid by the Contractor. Contractor is to obtain meter from City of Bel Aire, Public Works Department.
2. Sanitary. Necessary sanitary conveniences for the use of the people on the project, properly secluded from public observation, shall be provided and maintained by the Contractor and their use shall be enforced.

3. Power. Power consumed for proper completion of the work shall be paid for by the Contractor. Temporary services shall be acquired by the Contractor at his sole cost and expense.
4. Telephone. The Contractor shall provide his own telephone service and shall advise the Engineer and Owner of the numbers applicable to this project.
5. Storage. All materials shall be stored on the construction site. The storage area shall be maintained in a neat and orderly manner. All materials and equipment delivered to the project shall be received by a responsible person employed by the Contractor.

SC-5 SAFETY AND PROTECTION:

1. In addition to the applicable paragraphs of the General Conditions, the Contractor shall provide and maintain suitable barriers, signs, and lights to the extent that adequate protection is provided to the public against accident by reason of open trenches and other excavations.

SC-6 TRAFFIC CONTROL:

1. All construction traffic control signing and delineation for this project is the responsibility of the Contractor and shall conform to the applicable requirements of the latest revision of the Manual on Uniform Traffic Control Devices.

SC-7 QUALITY CONTROL:

1. Resident Project Representative. The Owner will furnish a Resident Project Representative to assist the Engineer in carrying out his responsibilities at the site.
2. Submittals. Submittals for all materials incorporated in the work will be required. Submittals shall be delivered to the Engineer and reviewed for conformance with the Technical Specifications prior to any installation.

Testing. The Contractor shall be responsible for project testing. Cost for testing identified in the Technical Specification as “subsidiary” shall be revised to indicate testing shall be paid for under the Bid Item “Contractor Provided Testing”. A certified testing laboratory shall be used for all testing. Resident Project Representative shall be required to witness all field testing. Copies of all test results shall be submitted to the Engineer. See individual Technical Specification sections for testing requirements.

Contractor provided water testing shall consist of the following: Pressure Test, Bacteria & Chloride Testing, & Tracer wire testing.

Contractor provided sanitary sewer testing shall consist of the following: Air Test, Vacuum Test, TV testing, & Compaction & Moisture on deep trenches that have several layers of fill that could negatively impact paving.

SC-8 NOTIFICATION:

1. All homeowners affected by the Water, Sewer, or Street Construction shall be notified prior to work.

SC-9 MISCELLANEOUS:

1. Section 2.03 of the General Conditions, regarding Notice to Proceed, shall change as noted in the Information for Bidders.
2. Section 803.11 of the Technical Specifications shall be revised to indicate water mains shall be tapped by the CONTRACTOR and witnessed by the City Water and Sewer Department staff.
3. The following requirements will be added and Section 803.3 – Water Service Materials. All brass fittings and valves for service connections in contact with potable water shall be made of “No-Lead Brass”.
4. No subsurface investigation has been performed for this project.
5. Section 803.3, Fire Hydrants e) 4 shall be revised as follows: Delete the sentence “An acceptable option would be the installation of a Harrington Permanent Hydrant Adapter™.”

OWNER'S STANDARD EXHIBITS
CITY OF BEL AIRE, KANSAS
MANDATORY TERMS AND CONDITIONS

The attached Purchase Order/Quotation, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Contractor named on the Purchase Order/Quotation.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Contractor of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Contractor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and Contractor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Contractor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Contractor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Contractor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Contractor shall be in default of this Contract in the event that Contractor (i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by Contractor for the purpose of accomplishing any of the above actions.
16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If

Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 - (1) Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Contractors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human

Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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OWNER'S STANDARD EXHIBITS**CITY OF BEL AIRE, KANSAS
MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and

complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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City of Bel Aire, Kansas

STAFF REPORT

DATE: May 8, 2025

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 53rd and Rock Culvert Replacement Project



BACKGROUND:

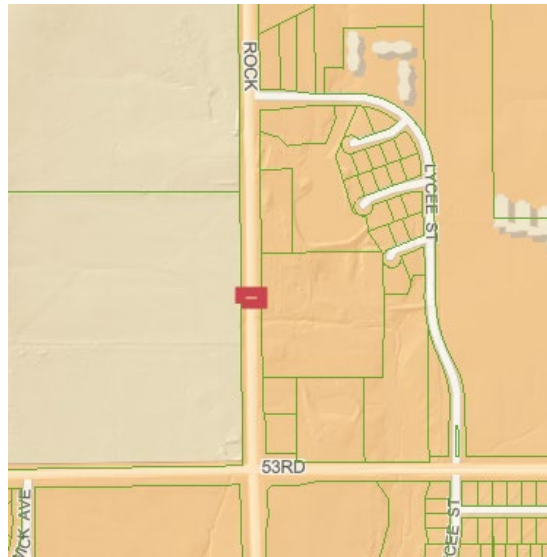
The City has been keeping an eye on the existing culvert located north of 53rd on Rock Road for years. Over the past two years, a depression has been building on the south side of the culvert indicating that soil appears to be migrating through the box and it is a matter of time before something more catastrophic happens.

DISCUSSION:

Garver has been working on the replacement of this culvert with City staff for the past several years, coming up with different ideas to be able to replace the culvert with a reasonable cost and timeframe. The City has had the box informally inspected by PEC on each occasion that they are in town formally inspecting our other bridges. While they won't give the bridge a condition rating, this last year is the first year that they have strongly encouraged replacement due to the depression that has formed on the south side of the box.

The plans include the work being completed by August 8, 2025 and allow for 10 working days once the work has started. This work will require a complete closure of Rock Road in the area of the work, but Lycee provides a convenient detour around the work area.

	Engineer's Estimate	Dondlinger	Mies
Total Bid	\$104,730.00	\$130,689.00	\$136,000.00



FINANCIAL CONSIDERATIONS: The funds for this project will be come from the stormwater fund. The stormwater fund currently has a cash balance of \$590,000 as of today.

RECOMENDATION: Staff recommends that the City Council accept the bid from Dondlinger in the amount of \$130,689.00.

53rd and Rock Box Replacement
Bel Aire, Kansas
May 8th, 2025

				Engineers Estimate		Dondlinger & Sons		Mies Construction	
	Bid Item	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 22,500.00	\$ 22,500.00	\$ 20,072.00	\$ 20,072.00
2	Site Clearing	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,400.00	\$ 5,400.00	\$ 17,815.00	\$ 17,815.00
3	Site Restoration	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,600.00	\$ 2,600.00	\$ 2,500.00	\$ 2,500.00
4	Excavation	50	CY	\$ 50.00	\$ 2,500.00	\$ 88.00	\$ 4,400.00	\$ 75.00	\$ 3,750.00
5	Pavement Removed	138	CY	\$ 20.00	\$ 2,760.00	\$ 25.00	\$ 3,450.00	\$ 30.00	\$ 4,140.00
6	Scarify, Regrade and Recompact Subgrade	94	SY	\$ 25.00	\$ 2,350.00	\$ 45.00	\$ 4,230.00	\$ 15.00	\$ 1,410.00
7	AC Pavement 2" (BM-2)	138	SY	\$ 20.00	\$ 2,760.00	\$ 50.00	\$ 6,900.00	\$ 50.00	\$ 6,900.00
8	Reinforced Concrete Pavement (8")	138	SY	\$ 125.00	\$ 17,250.00	\$ 90.00	\$ 12,420.00	\$ 90.00	\$ 12,420.00
9	Crushed Rock Shoulder (2' wide)	9	SY	\$ 35.00	\$ 315.00	\$ 150.00	\$ 1,350.00	\$ 150.00	\$ 1,350.00
10	Crushed Rock Base 5", Reinforced	138	LF	\$ 10.00	\$ 1,380.00	\$ 6.00	\$ 828.00	\$ 6.00	\$ 828.00
11	Pipe, SWS 30", RCP	90	LF	\$ 200.00	\$ 18,000.00	\$ 140.00	\$ 12,600.00	\$ 160.00	\$ 14,400.00
12	End Sections w/ Grates, 30"	6	LF	\$ 2,500.00	\$ 15,000.00	\$ 4,100.00	\$ 24,600.00	\$ 4,275.00	\$ 25,650.00
13	Rip-Rap, Light Stone	50	LF	\$ 125.00	\$ 6,250.00	\$ 183.00	\$ 9,150.00	\$ 120.00	\$ 6,000.00
14	Fill, Sand (Flushed and Vibrated)	44	LF	\$ 50.00	\$ 2,200.00	\$ 134.00	\$ 5,896.00	\$ 100.00	\$ 4,400.00
15	Erosion Control BMP, Silt Fence	43	EA	\$ 5.00	\$ 215.00	\$ 5.00	\$ 215.00	\$ 5.00	\$ 215.00
16	Pavement Marking	1	LF	\$ 1,000.00	\$ 1,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
17	Signing	1	LF	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
18	Traffic Control	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
19	Seeding, Permanent	1	SY	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
20	Portable Changeable Electronic Message Sign	10	day	\$ 225.00	\$ 2,250.00	\$ 20.00	\$ 200.00	\$ 20.00	\$ 200.00
				Total Base Bid	\$104,730.00	Base Bid Total	\$ 130,689.00	Base Bid Total	\$ 136,000.00
							Apparent Low Bidder		

Notice of Award

Dated:

Project: 53 rd & Rock Box Replacement	Owner: City of Bel Aire	Owner's Contract No.:
Contract:		Engineer's Project No.:
Bidder: Dondlinger & Sons Construction, LLC		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that your Bid dated May 8, 2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 53rd & Rock Box Replacement.

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is **One Hundred Thirty Thousand Six Hundred Eighty-Nine Dollars** (\$130,689.00).

(Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.)

3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [three] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By: _____
Authorized Signature

Title

Copy to Engineer

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is entered into this ____ day of May 2025, between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called OWNER) and Dondlinger & Sons Co., Inc., a Kansas corporation, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

**53rd & Rock Box Replacement
To serve Bel Aire, Kansas**

Article 2. ENGINEER.

The Project has been designed by Garver LLC, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work on the 53rd & Rock BOC Replacement Project shall be completed prior to August 8, 2025. The Work shall be scheduled to require a maximum closure duration of no more than two (2) consecutive weeks. Accordingly, all construction activities, including any required closures, must be completed within a two-week period falling between May 8, 2025, and August 8, 2025. Extensions to the schedule may be granted only in the event of weather-related delays, as outlined in paragraph 2.03 and paragraph 14.07 of the General Conditions.

3.2. Liquidated *Damages*. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay

OWNER Seven Hundred and Fifty DOLLARS (\$750.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Seven Hundred and Fifty DOLLARS (\$750.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

- 4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:
One Hundred Thirty Thousand Six Hundred Eighty-Nine Dollars (\$130,689.00).

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the LAST day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

90 % of Work completed.

90 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less retainage, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. INTEREST. Article 6 has been deleted.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages ii-2 to ii-7, inclusive).
- 8.2. Exhibits to this Agreement (page ii-8 to ii-8, inclusive).
- 8.3. Performance and other Bonds (pages ii-9 to ii-16, inclusive).
- 8.4. General Conditions (pages 00700-1 to 00700-41, inclusive.)
- 8.5. Supplementary Conditions (pages ii-20 to ii-23, inclusive).
- 8.6. Technical Specifications bearing the title Technical Specifications
- 8.7. Drawings, consisting of one set dated and sealed on April 2025 with title sheets bearing the following general title:

53rd & Rock Box Replacement

- 8.8. OWNER'S Standard Exhibits, (pages ii-24 to ii-29, inclusive).
- 8.9. CONTRACTOR'S Quote marked exhibit A.
- 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).
- 8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.
- 8.12. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4. DISPUTE RESOLUTION: Section 16.01A of the General Conditions, regarding Methods and Procedures, shall change to: Either OWNER or CONTRACTOR may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be conducted by a mediator mutually chosen by OWNER and CONTRACTOR.

9.5. STANDARD GENERAL CONDITIONS: OWNER stipulates that if the General Conditions that are made a part of this Contract are EJCDC C-700, Standard General Conditions of the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if OWNER is the party that has furnished said General Conditions, then OWNER has plainly shown all modification to the standard wording of such published document to the CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), in Article 9. MISCELLANEOUS or in the Supplementary Conditions.

CONTRACTOR must plainly show all modifications to the standard wording of the Standard General Conditions to the OWNER, through a process such as highlighting or "track changes" (redline/strikeout), in Article 9. MISCELLANEOUS or in the Supplementary Conditions.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2025.

OWNER City of Bel Aire, Kansas

CONTRACTOR Dondlinger & Sons Construction, LLC

(Print) Jim Benage, Mayor

(Signature)

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST:

ATTEST:

Melissa Krehbiel, City Clerk

Address for giving notices:

Address for giving notices:

7651 East Central Park Avenue
Bel Aire, KS 67226

2656 South Sheridan Street
Wichita, KS 67217

License No. _____

APPROVED AS TO FORM:

Maria A. Schrock, City Attorney

(If OWNER is a public body, attach evidence Agent for service of process: _____
authority to sign and resolution or other documents authorizing execution of Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

SUPPLEMENTARY CONDITIONS

SC-1 BONDS:

1.

In accordance with Article 5 of the General Conditions, the Contractor shall furnish the following bonds as security for the faithful performance and payment of all his obligations under the contract documents.

A.

Construction Payment Bond

B.

Construction Performance Bond

C.

Statutory Bond
2.

Construction Performance Bond. Incorporated in the Performance Bond, legally issued, and running to the Owner, shall be the condition that the Contractor shall maintain and make all repairs to the improvements constructed by him, at his own expense and free of charge to the Owner for the period of two years after the date of acceptance of said work by the said Owner, any of which repairs may become necessary within such period by reason of any imperfection of the material used or by reason of any defective workmanship.
3.

Statutory Bond. The Contractor shall furnish a Statutory Bond, legally issued, meeting the approval of the Owner and running to the State of Kansas, in an amount equal to the contract price of the said improvements, and conditioned that the Contractor shall pay all indebtedness incurred for labor, supplies, equipment, and materials furnished in making the improvements called for herein. The Statutory Bond shall be placed on file with the Clerk of the District Court of the district where the work is located and a receipt acknowledging such filing shall be delivered to the Owner along with the Statutory Bonds
4.

The Bonds required by the contract documents shall be in amounts at least equal to the contract price and shall be delivered to the Owner simultaneously with the execution and delivery of the Agreement.

SC-2 INSURANCE:

1.

In accordance with the applicable paragraphs of the General Conditions, the Contractor shall purchase and maintain throughout the duration of this contract the following types of insurance and in such amounts as may be necessary to protect himself and the interests of the Owner.
2.

Liability Insurance

A.

Workman’s Compensation and Employer’s Liability.

i.

Workmen’s Compensation

Statutory

ii.

Employer’s Liability

\$100,000 each person

B.

Comprehensive General Liability.

i.

Bodily Injury

\$1,000,000

Each Occurrence

ii.

Property Damage

\$1,000,000

Annual Aggregate

iii.

Property Damage Liability insurance shall provide Explosion , Collapse, and Underground coverages.

iv.

Personal Injury with

\$1,000,000

Annual Aggregate
- ii - 20
- 106

employment exclusion deleted

- C. Comprehensive Automobile Liability.

i. Bodily Injury	\$1,000,000	Each Person
	\$1,000,000	Each Occurrence
ii. Property Damage	\$1,000,000	Each Occurrence
	\$1,000,000	Combined Single Limit
- D. Contractual Liability.

i. Bodily Injury	\$1,000,000	Each Occurrence
ii. Property Damage	\$1,000,000	Each Occurrence
- E. Liability Insurance for Owner and Engineer.

i. The Contractor shall provide umbrella liability insurance for the Owner and Engineer by endorsement as additional insureds on the Contractor's General Liability Policy. Contractor's financial obligation shall be the greater of these requirements or its existing coverages.

SC-3 SALES TAX EXEMPTION:

1. Materials incorporated into this project are exempt from the payment of sales tax under the laws of the State of Kansas and such sales tax shall not be included in the Bid.
2. The Owner will provide the Contractor with a proper exemption certificate number within ten days of the contract date. Should the Owner fail to provide an exemption certificate number within the required time period, the Contractor shall be reimbursed monthly for all sales tax amounts for which he becomes liable until such certificate number is provided. To minimize the Contractor's record keeping expense, the Owner shall provide an exemption certificate number within 60 days or is shall be presumed that the project will proceed on an non-exempt basis and the contract amount shall be equitably adjusted in writing in a lump sum amount sufficient to cover the Contractor's sales tax expense.
3. Upon issuance of a proper exemption certificate number to the Contractor, the Contractor shall assume full responsibility for his own proper use of the certificate number and shall pay all costs of any legally assessed penalties relating to the Contractor's improper use of the exemption certificate number.

SC-4 SERVICES:

1. Water. Water for proper completion of the work may be obtained from the City's water distribution system at no charge. All power and chemicals used shall be paid by the Contractor. Contractor is to obtain meter from City of Bel Aire, Public Works Department.
2. Sanitary. Necessary sanitary conveniences for the use of the people on the project, properly secluded from public observation, shall be provided and maintained by the Contractor and their use shall be enforced.

3. Power. Power consumed for proper completion of the work shall be paid for by the Contractor. Temporary services shall be acquired by the Contractor at his sole cost and expense.
4. Telephone. The Contractor shall provide his own telephone service and shall advise the Engineer and Owner of the numbers applicable to this project.
5. Storage. All materials shall be stored on the construction site. The storage area shall be maintained in a neat and orderly manner. All materials and equipment delivered to the project shall be received by a responsible person employed by the Contractor.

SC-5 SAFETY AND PROTECTION:

1. In addition to the applicable paragraphs of the General Conditions, the Contractor shall provide and maintain suitable barriers, signs, and lights to the extent that adequate protection is provided to the public against accident by reason of open trenches and other excavations.

SC-6 TRAFFIC CONTROL:

1. All construction traffic control signing and delineation for this project is the responsibility of the Contractor and shall conform to the applicable requirements of the latest revision of the Manual on Uniform Traffic Control Devices.

SC-7 QUALITY CONTROL:

1. Resident Project Representative. The Owner will furnish a Resident Project Representative to assist the Engineer in carrying out his responsibilities at the site.
2. Submittals. Submittals for all materials incorporated in the work will be required. Submittals shall be delivered to the Engineer and reviewed for conformance with the Technical Specifications prior to any installation.

Testing. The Contractor shall be responsible for project testing. Cost for testing identified in the Technical Specification as "subsidiary" shall be revised to indicate testing shall be paid for under the Bid Item "Contractor Provided Testing". A certified testing laboratory shall be used for all testing. Resident Project Representative shall be required to witness all field testing. Copies of all test results shall be submitted to the Engineer. See individual Technical Specification sections for testing requirements.

Contractor provided water testing shall consist of the following: Pressure Test, Bacteria & Chloride Testing, & Tracer wire testing.

Contractor provided sanitary sewer testing shall consist of the following: Air Test, Vacuum Test, TV testing, & Compaction & Moisture on deep trenches that have several layers of fill that could negatively impact paving.

SC-8 NOTIFICATION:

1. All homeowners affected by the Water, Sewer, or Street Construction shall be notified prior to work.

SC-9 MISCELLANEOUS:

1. Section 2.03 of the General Conditions, regarding Notice to Proceed, shall change as noted in the Information for Bidders.
2. Section 803.11 of the Technical Specifications shall be revised to indicate water mains shall be tapped by the CONTRACTOR and witnessed by the City Water and Sewer Department staff.
3. The following requirements will be added and Section 803.3 – Water Service Materials. All brass fittings and valves for service connections in contact with potable water shall be made of “No-Lead Brass”.
4. No subsurface investigation has been performed for this project.
5. Section 803.3, Fire Hydrants e) 4 shall be revised as follows: Delete the sentence “An acceptable option would be the installation of a Harrington Permanent Hydrant Adapter™.”

OWNER'S STANDARD EXHIBITS
CITY OF BEL AIRE, KANSAS
MANDATORY TERMS AND CONDITIONS

The attached Purchase Order/Quotation, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Contractor named on the Purchase Order/Quotation.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Contractor of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Contractor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and Contractor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Contractor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Contractor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Contractor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Contractor shall be in default of this Contract in the event that Contractor (i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by Contractor for the purpose of accomplishing any of the above actions.
16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If

Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 - (1) Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Contractors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human

Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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OWNER'S STANDARD EXHIBITS**CITY OF BEL AIRE, KANSAS
MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and

complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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**SECOND AMENDMENT TO THE
PLANNED UNIT DEVELOPMENT AGREEMENT
CONCERNING THE DEVELOPMENT
OF THE TIERRA VERDE SOUTH ADDITION
TO THE CITY OF BEL AIRE, KANSAS**

THIS Second Amendment to the Planned Unit Development Agreement Concerning the Development of Tierra Verde South Addition, (hereinafter referred to as the “SECOND AMENDMENT”), is made and entered into this 20th day of May, 2025, by and between: the City of Bel Aire, Kansas, a municipal corporation, (hereinafter referred to as the “CITY”), and Tierra Webb Properties, LLC, a domestic limited liability company, (hereinafter referred to as “PROPERTY OWNER 1”) and ME Enterprises IV, LLC, a domestic limited liability company, (hereinafter referred to as “PROPERTY OWNER 2”) and AH Property, INC., a domestic for-profit corporation, (hereinafter referred to as “PROPERTY OWNER 3”) and North Webb, LLC., a domestic limited liability company, (hereinafter referred to as “PROPERTY OWNER 4”), and the City of Bel Aire Land Bank, a municipal corporation, (hereinafter referred to as “PROPERTY OWNER 5”). PROPERTY OWNER 1, PROPERTY OWNER 2, PROPERTY OWNER 3, PROPERTY OWNER 4, and PROPERTY OWNER 5 are collectively, (hereinafter referred to as the PROPERTY OWNERS”).

WHEREAS, the PROPERTY OWNERS currently own certain real property located within the Tierra Verde Planned Unit Development, (hereinafter referred to as the “TIERRA VERDE PUD”); and

WHEREAS, the TIERRA VERDE PUD was created in 2009 and amended on April 2, 2024; and

WHEREAS, PROPERTY OWNER 4 is the only owner of Parcel 4, Lot 1, Block 2, (hereinafter referred to as the “SUBJECT LOT”) which is located within the TIERRA VERDE PUD. PROPERTY OWNER 4 filed an application to amend the allowed density of units, minimum setbacks, height and area regulations, parking, and landscape requirements of the SUBJECT LOT within the TIERRA VERDE PUD, as more particularly described and updated in this SECOND AMENDMENT; and

WHEREAS, the CITY published notification of the public hearing in the official city newspaper and notified all PROPERTY OWNERS on March 20, 2025. The public hearing was held on April 10, 2025. None of the PROPERTY OWNERS appeared or shared any objections.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the CITY and PROPERTY OWNERS agree as follows:

PURPOSE. This SECOND AMENDMENT is necessary to address the application from

PROPERTY OWNER 4 to amend the zoning requirements of the SUBJECT LOT within the TIERRA VERDE PUD, in the CITY.

Lots 1 Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

PARCEL 1

LEGAL DESCRIPTION-

Lots 1, 4, 5, 6, 7, & 8, Block 1, and Lots 2, 3, & 4, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

1) NET AREA- ± 38.0 acres

2) GENERAL PROVISIONS-

- a) Parcel 1 is subject to all General Provisions as outlined in the Final Plat of *Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas*, as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined herein by ‘**Exhibit A**’.

3) PERMITTED USES-

Parcel 1 shall have the uses permitted in the following districts, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

- a) “R-5” Garden and Patio Homes, Townhouse and Condominium District
- b) “R-6” Multi-Family District, and including:
- i) Single-Family
 - ii) Duplexes
 - iii) Garden & Patio Homes
 - iv) Townhomes
 - v) Condominiums
 - vi) Multi-Family
 - vii) Churches
 - viii) Day-cares
 - ix) Schools
 - x) Leasing Offices
 - xi) Playgrounds or Community Spaces
 - xii) Accessory Structures as approved by the City Manager

- c) “C-1” Neighborhood Commercial Office and Retail District, and including:
 - i) Accessory structure as approved by the City Manager
 - ii) Special Events permits approved by the City Manager
- d) “C-2” Planned Commercial District (“C-2” uses require a PUD amendment unless approved with the Master Plan for this development), and including:
 - i) Accessory structure as approved by the City Manager
 - ii) Special Events permits approved by the City Manager

4) MINIMUM SETBACKS-

Parcel 1 shall be subject to any building setback requirements as defined by the 2020 revised Bel Aire codified city code, for the respective use or underlying zoning district, unless otherwise stated below.

a) FOR PERMITTED “R-5” AND “R-6” USES:

- i) Front Building Setback – Twenty-five feet (25’)
- ii) Side-Yard Building Setback – Ten feet (10’)
- iii) Rear Building Setback – Twenty feet (20’)

*NOTE: The building setbacks listed above are NOT in lieu of any building setbacks platted in Tierra Verde South Addition. *

b) FOR PERMITTED “C-1” AND “C-2” USES:

- i) All building setbacks shall be per the recorded plat of Tierra Verde South Addition, and per Bel Aire City Code.

5) HEIGHT & AREA REGULATIONS-

- a) Per Bel Aire City Code

6) DEVELOPMENT & PERFORMANCE REGULATIONS-

- a) Per Bel Aire City Code

PARCEL 2

LEGAL DESCRIPTION-

Lot 3 Block 1, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

1) NET AREA- ± 7.9 acres

2) GENERAL PROVISIONS-

- a) Parcel 2 is subject to all General Provisions as outlined in the Final Plat of *Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas*, as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined herein by ‘**Exhibit A**’.

3) **PERMITTED USES-**

Parcel 2 shall have the uses permitted in the following districts, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

- a) “R-5” Garden and Patio Homes, Townhouse and Condominium District
- b) “C-1” Neighborhood Commercial Office and Retail District, and including:
 - i) Accessory structure as approved by the City Manager
 - ii) Special Events permits approved by the City Manager
- c) “C-2” Planned Commercial District (“C-2” uses require a PUD amendment unless approved with the Master Plan for this development), and including:
 - i) Accessory structure as approved by the City Manager
 - ii) Special Events permits approved by the City Manager

4) **MINIMUM SETBACKS-**

Parcel 2 shall be subject to any building setback requirements as defined by the 2020 revised Bel Aire codified city code, for the respective use or underlying zoning district, unless otherwise stated below.

a) FOR PERMITTED “R-5” USES:

- i) Front Building Setback – Twenty-five feet (25’)
- ii) Side-Yard Building Setback – Ten feet (10’)
- iii) Rear Building Setback – Twenty feet (20’)

*NOTE: The building setbacks listed above are NOT in lieu of any building setbacks platted in Tierra Verde South Addition. *

b) FOR PERMITTED “C-1” AND “C-2” USES:

- i) All building setbacks shall be per the recorded plat of Tierra Verde South Addition, and per Bel Aire City Code.

5) **HEIGHT & AREA REGULATIONS-**

- a) Per Bel Aire City Code

6) **DEVELOPMENT & PERFORMANCE REGULATIONS-**

- a) Per Bel Aire City Code

PARCEL 3

LEGAL DESCRIPTION-

Lots 2 Block 1, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

- 1) NET AREA-** ± 7.7 acres

2) GENERAL PROVISIONS-

- a) Parcel 6 is subject to all General Provisions as outlined in the Final Plat of *Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas*, as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined hereon in ‘**Exhibit A**’.

3) PERMITTED USES-

Parcel 3 shall have the uses permitted in the following districts, as defined in the 2020 revised Bel Aire codified city code:

- a) “C-2” Planned Commercial District (“C-2” uses require a PUD amendment unless approved with the Master Plan for this development).

4) MINIMUM SETBACKS-

- a) Per the recorded plat of Tierra Verde South Addition and per Bel Aire City Code

5) HEIGHT & AREA REGULATIONS-

- a) Per Bel Aire City Code

6) DEVELOPMENT & PERFORMANCE REGULATIONS-

- a) Per Bel Aire City Code

PARCEL 4

LEGAL DESCRIPTION-

Lots 1 Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

- 1) NET AREA-** ± 1.7 acres

2) GENERAL PROVISIONS-

- a) Parcel 4 is subject to all General Provisions as outlined in the Final Plat of *Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas*, as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined herein by ‘**Exhibit A**’.

3) PERMITTED USES-

Parcel 4 shall have the uses permitted in the following districts, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

- b) “R-5” Garden and Patio Homes, Townhouse and Condominium District
- c) “R-6” Multi-Family District, and including:
 - i) Single-Family
 - ii) Duplexes
 - iii) Garden & Patio Homes
 - iv) Townhomes
 - v) Condominiums
 - vi) Multi-Family
 - vii) Churches
 - viii) Day-cares
 - ix) Schools
 - x) Leasing Offices
 - xi) Playgrounds or Community Spaces
 - xii) Accessory Structures per Bel Aire City Code
- d) “C-1” Neighborhood Commercial Office and Retail District, and including:
 - i) Accessory structure per Bel Aire City Code
 - ii) Special Events permits per Bel Aire City Code
- e) “C-2” Planned Commercial District (“C-2” uses require a PUD amendment unless approved with the Master Plan for this development), and including:
 - i) Accessory structure per Bel Aire City Code
 - ii) Special Events permits per Bel Aire City Code

4) MINIMUM SETBACKS-

- a) Front Building Setback- Twenty-five feet (25’)
- b) Side-Yard Building Setback- Twenty feet (20’)
- c) Rear Building Setback – Twenty feet (20’)

The aforementioned side-yard and rear yard building setbacks shall remain at the distances established above in the event that any adjacent lot is developed with any permitted “C-2” Planned Commercial District uses.

d) The minimum building separation distance shall be twelve feet (12') for the permitted "R- 6" Multi-Family District uses of "Single-Family, Duplexes, and Garden & Patio Homes." All other uses permitted in the "R-6" Multi-Family District shall follow the minimum separation requirements as outlined in the Bel Aire City Code.

e) The Minimum Parking Setback shall be the same as required front, side and rear yards.

f) The Minimum Paving Setback shall be ten feet (10') from all interior property lines.

5) HEIGHT & AREA REGULATIONS-

a) The maximum building height shall be per Bel Aire City Code

b) The Minimum Lot Area per Dwelling unit shall be two-thousand-nine-hundred-four square feet (2,904 sq ft.) allowing up to fifteen (15) dwelling units per acre.

6) DEVELOPMENT & PERFORMANCE REGULATIONS-

a) The Minimum Number of Required Parking spaces for all two-family dwellings shall be 1.75 (spaces) per dwelling unit. No required parking is required to be enclosed.

b) The Minimum Number of large deciduous shade or evergreen trees shall be required within the interior of each lot at a ratio of one (1) tree for every two-family dwelling

i) All other landscaping requirements shall be per Bel Aire City Code.

PARCEL 5

LEGAL DESCRIPTION-

Reserve "A", Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

1) NET AREA- ± 9.7 acres

2) GENERAL PROVISIONS-

a) Parcel 5 is subject to all General Provisions as outlined in the Final Plat of *Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas*, as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined hereon in 'Exhibit A'.

3) PERMITTED USES-

a) "Reserve "A" shall not be allowed any "R-6" Multi-family District uses. It shall be restricted to the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "C-1" Neighborhood Commercial Office & Retail District, and "C-2" Planned Commercial District."

b) "Reserve A shall be reserved for entry monuments, landscape, irrigation, drainage and open space. Any changes to the Reserve shall be approved by the City to ensure that conveyance of storm water is preserved."

4) DEVELOPMENT & PERFORMANCE REGULATIONS-

- a) Per Bel Aire City Code

PARCEL 6

LEGAL DESCRIPTION-

Reserves “B”, “C”, “D”, “E”, “F”, “G”, “H”, “I”, and “J”, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

- 1) NET AREA-** ± 7.7 acres

2) GENERAL PROVISIONS-

- a) Parcel 6 is subject to all General Provisions as outlined in the Final Plat of *Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas*, as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined hereon in ‘**Exhibit A**’.

3) PERMITTED USES-

- a) “Reserves B-J shall be reserved for entry monuments, landscape, irrigation, drainage, and open space. Any changes to the Reserves shall be approved by the City to ensure that conveyance of storm water is preserved.”

4) DEVELOPMENT & PERFORMANCE REGULATIONS-

- a) Per Bel Aire City Code

CONTINGENT APPROVAL. This SECOND AMENDMENT is contingent upon all PROPERTY OWNERS signing in agreement. In the event, all signatures are not obtained within (30) days of CITY approval, this SECOND AMENDMENT shall become null and void.

RECORDING. PROPERTY OWNER 4 shall file an executed copy of this SECOND AMENDMENT with the Sedgwick County Register of Deeds within (14) days of obtaining signatures from all PROPERTY OWNERS and within (14) days of filing, shall provide City Clerk with a file-stamped copy as proof of filing, or the request shall be considered denied and closed. A copy of this SECOND AMENDMENT showing said recording along with a copy of the recorded plat shall be furnished by the PROPERTY OWNER 4 and/or DEVELOPER to the general contractor before building permits are issued.

BINDING. The terms and conditions of this SECOND AMENDMENT, as set forth herein, shall be binding upon the CITY, PROPERTY OWNERS, the DEVELOPER, their successors, representatives, trustees, and assigns.

PASSED and ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this
20th day of May, 2025.

Signed by the Mayor on this _____ day of May, 2025.

CITY OF BEL AIRE, KANSAS (CITY)

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the undersigned, a Notary Public, came Jim Benage, Mayor of the City of Bel Aire, Kansas, to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

(Exhibit A attached)

Signed by PROPERTY OWNER 1 on this _____ day of _____, 2025.

Tierra Webb Properties, LLC.

Signature

Printed Name, P. John Eck

Title

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the undersigned, a Notary Public, came John Eck, Managing Member of Tierra Webb Properties, to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

Signed by PROPERTY OWNER 2 on this _____ day of _____, 2025.

ME Enterprises IV, LLC.

Signature

Printed Name, Masoud Etezazi

Title

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the undersigned, a Notary Public, came Masoud Etezazi, Member of ME Enterprises IV, LLC., to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

Signed by PROPERTY OWNER 3 on this _____ day of _____, 2025.

AH Property, INC.

Signature

Printed Name, Alan Hsu

Title

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the undersigned, a Notary Public, came Alan Hsu, President of AH Property, Inc., to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

Signed by PROPERTY OWNER 4 on this _____ day of _____, 2025.

North Webb, LLC.

Signature

Printed Name, P. John Eck

Title

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the undersigned, a Notary Public, came P. John Eck, Managing Member of North Webb, LLC, to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

481 Signed by PROPERTY OWNER 5 on this _____ day of _____, 2025.

483 City of Bel Aire Land Bank

487 Signature

492 Printed Name, Jim Benage

497

Title, Land Bank Chairman

500 STATE OF KANSAS)
501) ss:
502 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the undersigned, a Notary Public, came Jim Benage, Land Bank Chairman of the City of Bel Aire Land Bank, Bel Aire, Kansas, to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the City.

510 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
511 seal, the day and year last above written.

515

Notary Public

517 My Appointment Expires:

(Published at www.belaireks.gov on May, _____, 2025.)

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE VACATION OF A PLATTED FIFTEEN-FOOT-WIDE BUILDING SETBACK ON LOT 1, BLOCK 2, TIERRE VERDE SOUTH ADDITION, BETWEEN 45TH AND 49TH STREET ON TIERRA LAKES PARKWAY AND WEST OF WEBB ROAD, IN THE CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS.

WHEREAS, a petition for vacation of a platted fifteen-foot-wide Building Setback in VAC-25-02, will allow the applicant to proceed with the development of twelve, two-family dwellings and site work; and

WHEREAS, a public hearing on such petition was held before the Planning Commission of the City of Bel Aire, Kansas, on April 10, 2025; and

WHEREAS, the Planning Commission voted to recommend to the Governing Body that the petition for vacation of a platted fifteen-foot-wide Building Setback in VAC-25-02 be approved.

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

Section 1. Findings and Conclusions. The Governing Body determines from the evidence presented:

(A) That due and legal notice has been given as required under K.S.A. 12-504, by publication on the City of Bel Aire Municipal Website at www.belaireks.gov.

(B) No private rights will be injured or endangered by the vacation.

(C) The public will suffer no loss or inconvenience thereby.

(D) In justice to the Petitioner, the request of the petition ought to be granted.

(E) No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

Section 2. Order of Vacation. The following described fifteen-foot wide Building Setback located within the corporate limits of the City of Bel Aire, Kansas is hereby ordered vacated, to-wit:

That part of Lot 1, Block 2, Tierra Verde South Addition PUD, Bel Aire, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Westerly, Southwest corner of said Lot 1; thence northeast, along the West line of said Lot 1, along N58°02'12"E a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing northeast along the West line of said Lot 1, along N58°02'12"E, a distance of 15.00 feet; thence southeast, perpendicular to the West line of said Lot 1, S31°57'48"E a distance of 27.92 feet; thence along a curve to the left, said curve having a length of 384.85 feet, a radius of 245.00 feet, and a delta of 90°00'00"; thence northeast, perpendicular to the East line of said Lot 1, N58°02'12"E a distance of 8.15 feet to a point on the East line of said Lot 1; thence southeast along the East line of said Lot 1, along S31°57'48"E a distance of 15.00 feet; thence southwest, perpendicular to the East line of said Lot 1, S58°02'12"W a distance of 8.15 feet; thence along a curve to the right, said curve having a length of 408.41 feet, a radius of 260.00 feet, and a delta of 90°00'00"; thence northwest, perpendicular to the West line of said Lot 1, N31°57'48"W a distance of 27.92 feet to a point on the West line of said Lot 1, said point also being the Point of Beginning.

General Location: Between 45th and 49th Street on Tierra Lakes Parkway and West of Webb Road, Bel Aire, Sedgwick County, Kansas

The City of Bel Aire, Kansas reserves to itself any property rights it may hold in the area that are not expressly vacated herein.

Section 3. Recording. The City Clerk shall certify a copy of this Ordinance is sent to the Register of Deeds of Sedgwick County, Kansas.

Section 4. Publication. The City Clerk shall cause this Ordinance, as soon as practicable after it has been passed and approved, to be published on the City's website as the designated official city newspaper.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its publication in the official city newspaper.

Passed by the Governing Body of the City of Bel Aire, Kansas on the 6th day of May, 2025.

Approved by the Mayor on the _____ day of May, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

City of Bel Aire

STAFF REPORT

DATE: 04/23/2025

TO: Bel Aire Planning Commission

FROM: Paula Downs

RE: Agenda

STAFF COMMUNICATION

FOR MEETING OF	5/6/2025
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY: VAC-25-02: Vacation request in the City to vacate a Platted 15-foot-wide building setback on Lot 1, Block 2, Tierra Verde South Addition, in VAC-25-02, generally located between 45th and 49th, on Tierra Lakes Parkway and West of Webb Road.

General Location: The subject property is generally located between 45th and 49th, on Tierra Lakes Pkwy and West of Webb Road and is currently platted as Lot 1, Block 2, Tierra Verde South Addition.

Reason for Request: To reduce a platted 40' building setback to 25' in accordance with the proposed R-6 multi-family district use.

1. Planning Commission Meeting- April 10, 2025

The Planning Commission reviewed the Vacation Application packet and the findings of fact in the staff report. No concerns were raised by the Commission related to reducing the front setback from 40' to 25'. Planning Commission motioned to recommend to the City Council that the request for vacation be approved.

Current Discussion:

Background:

Lot 1, Block 2, Tierra Verde South Addition was originally platted September 21, 2009.

Lot 1, Block 2, Tierra Verde South Addition has previously been before the Planning Commission (May 11, 2023; January 11, 2024) and the City Council (June 20, 2023; February 20, 2024; April 2, 2024) for PUD-23-02 and PUD-23-04 (formerly PUD-23-02). Prior PUD cases were approved, and zoning uses established.

Sketch Plan- Tierra Verde South, Lot 1, Block 2 was submitted for discussion and general feedback. Developer shared that they were going to reduce some of the current setbacks when the submission of a PUD application. The Commission suggested reducing an easement and keeping setbacks with minimum sizes listed in the zoning code. No recommendations or action was taken by the Commission.

PUD-25-01 application has been filed for Lot 1, Block 2 and appears on April 10, 2025, Planning Commission agenda for approval of requested adjustments to the allowed density of units and other development standards including minimum setbacks; area regulations; and parking and landscaping requirements.

Legal Considerations:

- K.S.A. 12-505 requires the Planning Commission to consider specific findings of fact which serve as the basis for the Commission's recommendation to the City Council. The findings to be determined by the Planning Commission are as follows:
 - Notice of petition to vacate and notice of the public hearing has been given in accordance with State law;
 - No private rights will be injured or endangered if the vacation is granted;
 - The public will suffer no loss or inconvenience if the vacation is granted; and
 - In justice to the petitions the vacation should be granted.
- At the conclusion of the public hearing, the Planning Commission should state its recommendation, with or without conditions, and announce the date upon which the City Council will consider the vacation.

Findings of Fact:

1. Notice of petition to vacate and notice of public hearing has been given in accordance with State Law:
 - a. Notice was published in the City's official newspaper, the City of Bel Aire website, on March 20, 2025.
 - b. Official notice was mailed to property owners within the required notification area on March 20, 2025.
2. No private rights will be injured or inconvenienced if the vacation is granted:
 - a. Original plat sets out a 40' building setback.
 - b. Effective PUD Agreement sets the minimum front yard setback at 25'.
 - c. Vacating 15' of the platted front yard setback would result in a 25' front yard setback which meets the minimum set forth by the PUD.
 - d. Owners of surrounding private properties will not be injured or inconvenienced if the vacation is granted. The vacation request will only affect Lot 1, Block.
3. The Public will suffer no loss or inconvenience if the vacation is granted:
 - a. The subject setback will not affect utility easements currently on the site.
 - b. Staff have not received any additional inquiries or comments after mailing the public hearing notification. The Commission will need to consider any testimony provided during the public hearing.
4. In justice to the petition, the vacation should be granted:
 - a. Vacating the setback will allow the applicant to proceed with the development of 12 two-family dwellings and site work.
 - b. The building setback does not affect surrounding properties or utility easements.
 - c. The vacation should be granted.

RECOMMENDED MOTION:

Recommend the approval of the vacation of 15' of the platted building setback on Lot 1, Block 2, Tierra Verde South addition as proposed.

Attachments:

Planning Commission April 10 Staff Report
Draft April 10 Planning Commission Meeting Minutes
Vacation Application
Setback Vacation Legal Description
Setback Vacation Exhibit
Notification
Ownership List



MINUTES PLANNING COMMISSION 7651 E. Central Park Ave, Bel Aire, KS April 10, 2025, 6:30 PM



I. Call to Order: Chairman Phillip Jordan called the meeting to order.

II. Roll Call

Chairman Phillip Jordan and Commissioners Dee Roths, Deryk Faber, Brian Mackey, Paul Matzek were present. Commissioner Brian Stuart arrived during the vote for the Minutes.

Also present were Paula Downs, Director of Community Development and Maria Schrock, City Attorney.

III. Pledge of Allegiance to the American Flag

Chairman Phillip Jordan led the pledge of allegiance.

IV. Consent Agenda

A. Approval of Minutes from Previous Meeting.

MOTION: Chairman Jordan moved to approve the minutes of March 13, 2025.

Commissioner Faber seconded the motion. ***Motion carried 5-0-1***, with Commissioner Stuart abstaining from the vote.

V. Announcements: Edgar Salazar will no longer serve on the Bel Aire Planning Commission. The position is currently vacant and the Mayor will be identifying a new member.

Director of Community Development Paula Downs made the announcement. No questions or comments were received from the Commission.

VI. Old Business/New Business

A. PUD-24-04- Proposed Final R-PUD containing approved duplexes to be converted townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built (Chapel Landing Phase 2).

Chairman Phillip Jordan announced the item as listed on the agenda and reviewed Planning Commission procedures for public hearings, including a five-minute time limit for public comments.

Staff gave a brief review of the PUD application and related documents including all previous case activity brought before the Planning Commission and City Council.

Chairman Phillip Jordan asked the members of the Commission if anyone wished to disqualify themselves due to conflict of interest with this case. No one was disqualified. He asked if any member of the Commission had received any ex-parte verbal or written communications which they would like to share. No ex-parte communications were reported. He reviewed the notification of public hearing and declared that proper notification had been given, according to state statute.

Chairman Phillip Jordan opened the public comment section. Applicant Jay Cook had no comments. No questions were asked of the applicant by the Commission. No one requested to speak. Therefore, Chairman Jordan closed the public hearing. Chairman Jordan asked if any written communications had been received, and staff confirmed that none had been received.

Chairman Jordan then requested discussion among the Commission. Commissioners cited Review Criteria 1, 3, 6, 9, and 10 in the staff report for this meeting as evidence in support of approving the zone change request. Specifically, Commissioners cited the following Review Criteria from the Staff Report:

1. The character of the neighborhood is in line with the surrounding properties and the current neighborhood.
3. The property is adequately suited for the permitted uses currently allowed in the R-4 Single-Family Residential District. Notably, the applicant has only requested the following permitted uses: single-family, two-family, leasing office, playgrounds or community spaces, and accessory structures as approved by the City Manager. This is more restrictive than what is allowed in the base R-4 district.
6. There is no loss in value or hardship upon the applicant
9. Property Owners as of July 2024 have been notified a total of three times with this R-PUD case. Property owners identified between July 2024 and February 2025 have been notified one time with this R-PUD case. City staff has received no inquiries or feedback from notified residents for the March 13, 2025, hearing.
10. Staff and applicant have revised the R-PUD Agreement to include the following updates:
 - 1) “Townhouse” as fined by the City’s current Zoning Regulations as a permitted use with limitation to the number of units on each lot of record has been added.
 - 2) The minimum lot area and lot widths have been identified and specified. Additionally, all other height regulations, area regulations, accessory use regulations, development/performance standards, and landscaping/screening regulations are right-sized, appropriate, and clearly indicated within the R-PUD Agreement.
 - 3) One street tree will be required for each lot that is split
 - 4) The R-PUD Agreement requires, per K.S.A. 58-3706, that covenants include a description of all easements required, including public utilities. This requirement satisfies the easement agreement request by Planning Commission and City Council.

- 5) The R-PUD Agreement includes, as Exhibit 1, the Party Wall Agreement.

MOTION: Chairman Jordan moved that having considered the evidence at the hearing and the factors to evaluate the application, I move we recommend to the City Council, that the zone change request from Single-Family Residential District “R-4” to a Planned Unit Development Residential District “R-PUD” in PUD-24-04 be approved with modifications based on findings as recorded in the summary of this hearing, and the following conditions be made a part of this recommendation:

- a) A Party Wall Agreement is referenced in the Chapel Landing Addition R-PUD Agreement. It shall be incorporated by reference and attached to the R-PUD Agreement as Exhibit 1; and,
- b) The Chapel Landing Addition R-PUD Agreement shall be provided for council consideration, and if approved by council, it shall be attached to the ordinance as Exhibit A; and,
- c) The applicant shall file the ordinance including Exhibit A and an executed copy of the Chapel Landing Addition R-PUD Agreement including Exhibit 1, with the Sedgwick County Register of Deeds within 30 days of final approval, and within 45 days shall provide the City with proof of the filings. A copy of the Chapel Landing Addition R-PUD Agreement including Exhibit 1, showing said recording shall be furnished by the Developer to the general contractor, before building permits are issued.

Commissioner Mackey seconded the motion. *Motion carried 6-0.*

B. VAC-25-02: Vacation request in the City to vacate platted 15-foot-wide building setback on Lot 1, Block 2, Tierra Verde South Addition, in VAC-25-02, generally located between 45th and 49th, on Tierra Lakes Parkway and West of Webb Road.

Chairman Phillip Jordan announced the item as listed on the agenda and reviewed Planning Commission procedures for public hearings, including a five-minute time limit for public comments. Chairman Phillip Jordan asked the members of the Commission if anyone wished to disqualify themselves due to conflict of interest with this case. No one was disqualified. He asked if any member of the Commission had received any ex-parte verbal or written communications which they would like to share. No ex-parte communications were reported. He reviewed the notification of public hearing and declared that proper notification had been given.

Paula Downs, Director of Community Development gave a brief report, referencing the application for vacation and the staff report included the Commission’s information packet for this meeting. Ms. Downs reviewed the staff recommendation to approve the vacation request based on findings 1-4 as listed in the staff report:

1. Notice of petition to vacate and notice of public hearing has been given in accordance with State law;
2. No private rights will be injured or inconvenienced if the vacation is granted;

3. The Public will suffer no loss or inconvenience if the vacation is granted; and
4. In justice to the petitioner, the vacation should be granted;

Chairman Phillip Jordan opened the public comment section. Applicant Kirk Miller agreed with the staff report and stood for questions. Mr. Miller answered questions from the Commission and staff regarding the legal description of the vacated portion and the location on the plat. Mr. Miller confirmed that the legal description is for the 15-foot portion that will be vacated.

No others requested to speak. Therefore, Chairman Jordan closed the public hearing and requested discussion among the Commission. Chairman Jordan asked if any written communications had been received. Commissioners and staff confirmed that none had been received.

MOTION: Commissioner Mackey moved that having considered the evidence at the hearing and the factors to evaluate the application, I move we recommend to the City Council, that the request for vacation of a Platted 15 foot-wide building setback on Lot 1, Block 2, Tierra Verde South Addition, in VAC-25-02 be approved based on findings 1 through 4 as listed in the staff report. Commissioner Faber seconded the motion.

Motion carried 6-0.

C. PUD-25-01- An Amendment to the Tierra Verde PUD, that amends the allowed density of units, minimum setbacks, height and area regulations, parking, and landscape requirements, generally located between 45th and 49th on Tierra Lakes Pkwy and West of Webb Road and currently platted as Lot 1, Block 2, Tierra Verde South Addition.

Chairman Phillip Jordan announced the item as listed on the agenda and reviewed Planning Commission procedures for public hearings, including a five-minute time limit for public comments. Chairman Phillip Jordan asked the members of the Commission if anyone wished to disqualify themselves due to conflict of interest with this case. No one was disqualified. He asked if any member of the Commission had received any ex-parte verbal or written communications which they would like to share. No ex-parte communications were reported. He reviewed the notification of public hearing and declared that proper notification had been given, according to state statute.

Paula Downs, Director of Community Development, gave a brief review of the PUD application and staff report, including all previous case activity brought before the Planning Commission and City Council. Ms. Downs stated that staff recommend approval of the vacation request, and noted key findings to support the recommendation: the character of the neighborhood, the length of time the property has been vacant as zoned, and the proximity of utilities to serve the development.

Chairman Phillip Jordan opened the public comment section. Applicant Jeff Blubaugh and Representative Kirk Miller, KE Miller Engineering, answered questions from the Commission regarding building setbacks and future changes to the PUD. The applicant did not foresee any need for future changes to the PUD.

No others requested to speak; therefore Chairman Jordan closed the public hearing. Chairman Jordan asked if any written communications had been received. Commissioners and staff confirmed that none had been received.

The Commission then deliberated. Commissioners expressed their support for approving the zone change request, based on Review Criteria 1, 5, 9 and 10 listed in the staff report, specifically:

- 1. Character of the neighborhood** - The character of the neighborhood is in line with the surrounding properties and the current neighborhood. Neighborhood is largely undeveloped. Non-residential use (Bel Aire Recovery Center) exists across Tierra Lakes Parkway to the southwest. North of subject property is Skyview at Block 49 Addition which is a two-family residential district.
- 5. Length of time the property has been vacant as zoned** - The property was originally platted in 2009. The property has been undeveloped for 16 years under its current zoning.
- 9. Opposition or support of neighborhood residents (one factor to be considered and by itself is not sufficient reason to approve or deny a request)** - Property Owners as of March 20, 2025, have been notified. City staff have received no inquiries or feedback from notified residents for the April 10, 2025, hearing.
- 10. Recommendations of permanent staff** - Key review criteria elements:
 - 1) Length of time vacant. Lot 1, Block 2 has been undeveloped and vacant for 16 years and will be developed as an R-5 or R-6 district.
 - 2) Character of the neighborhood based on uses of surrounding properties. Lot 1, Block 2 development will be developed in character of the surrounding properties.
 - 3) Infrastructure public utilities and streets. Lot 1, Block 2 currently has public utilities and is supported by a local street- Tierra Lakes Parkway.

MOTION: Commissioner Roths moved that having considered the evidence at the hearing and the factors to evaluate the application, I move we recommend that the City Council approve PUD-25-01, An Amendment to the Tierra Verde PUD, that amends the allowed density of units, minimum setbacks, area regulations, parking, and landscape requirements, based on findings 1, 5, 9, and 10 listed in the staff report, as recorded in the summary of this hearing. Chairman Jordan seconded the motion. *Motion carried 6-0.*

VII. Approval of the Next Meeting Date.

MOTION: Commissioner Jordan moved to approve the date of the next meeting: May 8, 2025, at 6:30 p.m. Commissioner Faber seconded the motion. *Motion carried 6-0.*

VIII. Current Events

A. Upcoming Agenda Items:

Planning Commission Bylaws- Staff stated that no planning cases had been submitted for the May 8, 2025, meeting. Staff are working on developing Commission Bylaws to present at the meeting. Bylaws will be sent to the Commission in advance for review. Staff asked Commissioners to consider workshop topics for the meeting.

B. Upcoming Events:

- a. Springfest: April 12**
- b. Citywide Garage Sale Weekend: April 24-26**
- c. Shred & E-Recycle Day: May 3**
- d. Curbside Cleanup: May 17**

The Commission briefly discussed upcoming City events. No action was taken. Chairman Phillip Jordan inquired about holding an executive session to discuss the absence of Edgar Salazar. City Attorney Maria Schrock stated that discussion of a volunteer position is not an allowed topic for discussion in executive session.

IX. Adjournment

MOTION: Commissioner Matzek moved to adjourn. Chairman Jordan seconded the motion.
Motion carried 6-0.

Approved by the Bel Aire Planning Commission this _____ day of _____, 2025.

 Phillip Jordan, Chairman

City of Bel Aire

STAFF REPORT

DATE: 04/08/2025

TO: Bel Aire Planning Commission

FROM: Paula Downs

RE: Agenda

STAFF COMMUNICATION

FOR MEETING OF	4/10/2025
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY: VAC-25-02: Vacation request in the City to vacate a Platted 15 foot-wide building setback on Lot 1, Block 2, Tierra Verde South Addition, in VAC-25-02, generally located between 45th and 49th, on Tierra Lakes Parkway and West of Webb Road.

General Location: The subject property is generally located between 45th and 49th, on Tierra Lakes Pkwy and West of Webb Road and is currently platted as Lot 1, Block 2, Tierra Verde South Addition.

Reason for Request: To reduce a platted 40' building setback to 25' in accordance with the proposed R-6 multi-family district use.

Background:

Lot 1, Block 2, Tierra Verde South Addition was originally platted September 21, 2009.

Lot 1, Block 2, Tierra Verde South Addition has previously been before the Planning Commission (May 11, 2023; January 11, 2024) and the City Council (June 20, 2023; February 20, 2024; April 2, 2024) for PUD-23-02 and PUD-23-04 (formerly PUD-23-02). Prior PUD cases were approved, and zoning uses established.

Sketch Plan- Tierra Verde South, Lot 1, Block 2 was submitted for discussion and general feedback. Developer shared that they were going to reduce some of the current setbacks when the submission of a PUD application. The Commission suggested reducing an easement and keeping setbacks with minimum sizes listed in the zoning code. No recommendations or action was taken by the Commission.

PUD-25-01 application has been filed for Lot 1, Block 2 and appears on April 10, 2025, Planning Commission agenda for approval of requested adjustments to the allowed density of units and other development standards including minimum setbacks; area regulations; and parking and landscaping requirements.

Legal Considerations:

- K.S.A. 12-505 requires the Planning Commission to consider specific findings of fact which serve as the basis for the Commission's recommendation to the City Council. The findings to be determined by the Planning Commission are as follows:

- Notice of petition to vacate and notice of the public hearing has been given in accordance with State law;
- No private rights will be injured or endangered if the vacation is granted;
- The public will suffer no loss or inconvenience if the vacation is granted; and
- In justice to the petitions the vacation should be granted.
- At the conclusion of the public hearing, the Planning Commission should state its recommendation, with or without conditions, and announce the date upon which the City Council will consider the vacation.

Findings of Fact:

1. Notice of petition to vacate and notice of public hearing has been given in accordance with State Law:
 - a. Notice was published in the City's official newspaper, the City of Bel Aire website, on March 20, 2025.
 - b. Official notice was mailed to property owners within the required notification area on March 20, 2025.
2. No private rights will be injured or inconvenienced if the vacation is granted:
 - a. Original plat sets out a 40' building setback.
 - b. Effective PUD Agreement sets the minimum front yard setback at 25'.
 - c. Vacating 15' of the platted front yard setback would result in a 25' front yard setback which meets the minimum set forth by the PUD.
 - d. Owners of surrounding private properties will not be injured or inconvenienced if the vacation is granted. The vacation request will only affect Lot 1, Block.
3. The Public will suffer no loss or inconvenience if the vacation is granted:
 - a. The subject setback will not affect utility easements currently on the site.
 - b. Staff have not received any additional inquiries or comments after mailing the public hearing notification. The Commission will need to consider any testimony provided during the public hearing.
4. In justice to the petition, the vacation should be granted:
 - a. Vacating the setback will allow the applicant to proceed with the development of 12 two-family dwellings and site work.
 - b. The building setback does not affect surrounding properties or utility easements.
 - c. The vacation should be granted.

RECOMMENDED MOTION:

Recommend the approval of the vacation of 15' of the platted building setback on Lot 1, Block 2, Tierra Verde South addition as proposed, and forward the recommendation to the City Council for consideration at its regular meeting on May 6, 2025.

Attachments:

Vacation Application
 Setback Vacation Legal Description
 Setback Vacation Exhibit
 Notification
 Ownership List

APPLICATION

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

-
-
- ☒ Vacate building set back From: 40' to 25'
- ☐ Vacate street or alley: _____
- ☐ Vacate utility easement _____
- ☐ Vacate other _____
- ☐ Apply for Vacation in conjunction With a Conditional Use or Variance application.

City of Bel Aire Planning Commission

☐ Approved ☐ Rejected

Name of owner NORTH WEBB, LLC, a Kansas limited liability company

Address 13410 W Hayden St, Wichita KS, 67235 Telephone 316-258-0478

Email Address john@eck.net

Agent representing the owner K.E. Miller Engineering P.A.

Address 117 E Lewis St, Wichita, KS, 67202 Telephone 316-264-0242

Email Address kirk@kemiller.com

1. The application area is legally described as Lot(s) 1; Block(s) 2,
Tierra Verde South Addition, Bel Aire, Kansas. If appropriate, a metes and
bounds description may be attached.

2. The application area contains 1.71 acres.
3. This property is located at (address) N/A which is generally located at (relation to nearest streets) N of Tierra Lakes Pkwy; W of Webb Rd.
4. The particular hardship which is the result of this request as applied to the subject property:

To reduce a platted, 40' bldg setback to 25' in accordance with the proposed "R-6" Multi-family District use; as allowed by the Amended PUD Agreement recorded on Doc#/Flm-Pg: 30302487

5. County control number: 00598557

6. NAMES OF OWNERS - An ownership list of the names, addresses and zip codes of the owners of record of real property abutting a street, alley, or easement including any segment remaining open, and owners on the opposite side of the street from the vacations of set back and access control, as well as all utility providers that are affected shall be provided.

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

1. Applicant John Eck, Manager, North Webb, LLC Phone 316-258-0478
Address 13410 W Hayden St, Wichita ,KS Zip Code 67235
Email Address john@eck.net

Agent K.E. Miller Engineering P.A. Phone 316-264-0242
Address 117 E Lewis St, Wichita, KS Zip Code 67202
Email Address kirk@kemiller.com

2. Applicant Jeff Blubaugh Phone 316-640-0656
Address 10915 W Atlanta Cir, Wichita, KS Zip Code 67215
Email Address jeffblubaughhomes@gmail.com

Agent _____ Phone _____
Address _____ Zip Code _____
Email Address _____

3. Applicant Jerrone Castillo Phone (316) 312-6697
Address 906 N. Main St, Suite 2, Wichita, KS Zip Code 67203
Email Address jerronec@yahoo.com

Agent _____ Phone _____
Address _____ Zip Code _____
Email Address _____

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

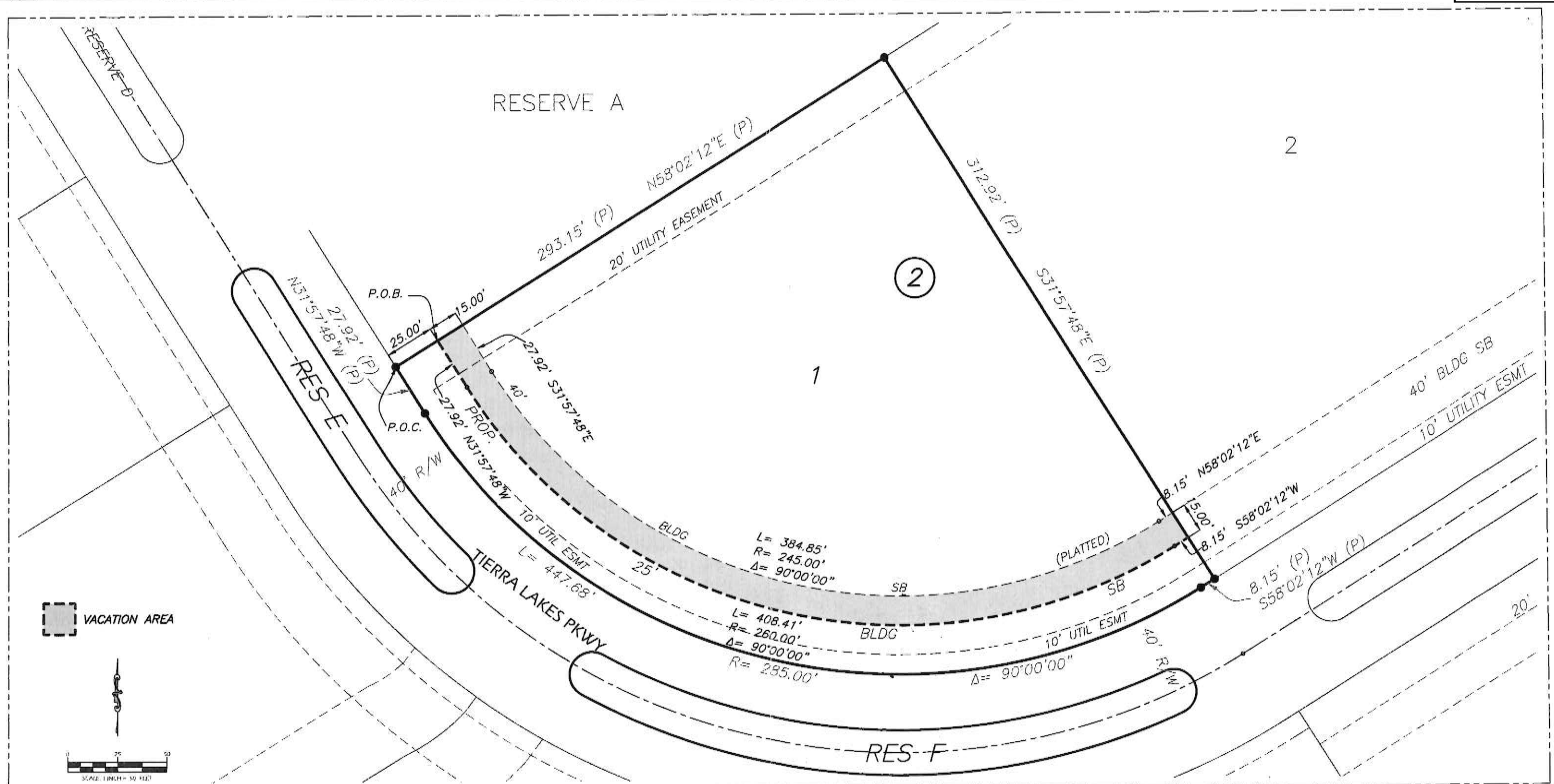

Applicant's Signature BY _____ Authorized Agent (If Any)

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

SETBACK VACATION LEGAL DESCRIPTION

That part of Lot 1, Block 2, Tierra Verde South Addition PUD, Bel Aire, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Westerly, Southwest corner of said Lot 1; thence northeast, along the West line of said Lot 1, along N58°02'12"E a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing northeast along the West line of said Lot 1, along N58°02'12"E, a distance of 15.00 feet; thence southeast, perpendicular to the West line of said Lot 1, S31°57'48"E a distance of 27.92 feet; thence along a curve to the left, said curve having a length of 384.85 feet, a radius of 245.00 feet, and a delta of 90°00'00"; thence northeast, perpendicular to the East line of said Lot 1, N58°02'12"E a distance of 8.15 feet to a point on the East line of said Lot 1; thence southeast along the East line of said Lot 1, along S31°57'48"E a distance of 15.00 feet; thence southwest, perpendicular to the East line of said Lot 1, S58°02'12"W a distance of 8.15 feet; thence along a curve to the right, said curve having a length of 408.41 feet, a radius of 260.00 feet, and a delta of 90°00'00"; thence northwest, perpendicular to the West line of said Lot 1, N31°57'48"W a distance of 27.92 feet to a point on the West line of said Lot 1, said point also being the Point of Beginning.



SETBACK VACATION LEGAL DESCRIPTION:

SETBACK VACATION LEGAL DESCRIPTION:
That part of Lot 1, Block 2, Tierra Verde South Addition PUD, Bel Aire, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Westerly, Southwest corner of said Lot 1; thence northeast, along the West line of said Lot 1, along N58°02'12"E a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing northeast along the West line of said Lot 1, along N58°02'12"E, a distance of 15.00 feet; thence southeast, perpendicular to the West line of said Lot 1, S31°57'48"E a distance of 27.92 feet; thence along a curve to the left, said curve having a length of 384.85 feet, a radius of 245.00 feet, and a delta of 90°00'00"; thence northeast, perpendicular to the East line of said Lot 1, N58°02'12"E a distance of 8.15 feet to a point on the East line of said Lot 1; thence southeast along the East line of said Lot 1, along S31°57'48"E a distance of 15.00 feet; thence southwest, perpendicular to the East line of said Lot 1, S58°02'12"W a distance of 8.15 feet; thence along a curve to the right, said curve having a length of 408.41 feet, a radius of 260.00 feet, and a delta of 90°00'00"; thence northwest, perpendicular to the West line of said Lot 1, N31°57'48"W a distance of 27.92 feet to a point on the West line of said Lot 1, said point also being the Point of Beginning.

Said tract contains approx. 6,490.44 sq ft more or less.



SETBACK VACATION EXHIBIT
TIERRA VERDE SOUTH ADD.

BEL AIRE, KS

DATE 01.2025	KEM PROJ. 24105	DRAWN JMW	DESIGNED KEM	SHEET 10
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(Notification posted on www.belaireks.gov, the designated official City newspaper for the City of Bel Aire on March 19, 2025)

OFFICIAL NOTICE OF VACATION HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on April 10, 2025, the City of Bel Aire Planning Commission will consider the following Vacation hearing in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

VAC-25-02. Vacate Building Setback from 40' to 20'

Legal Description: Lot 1, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

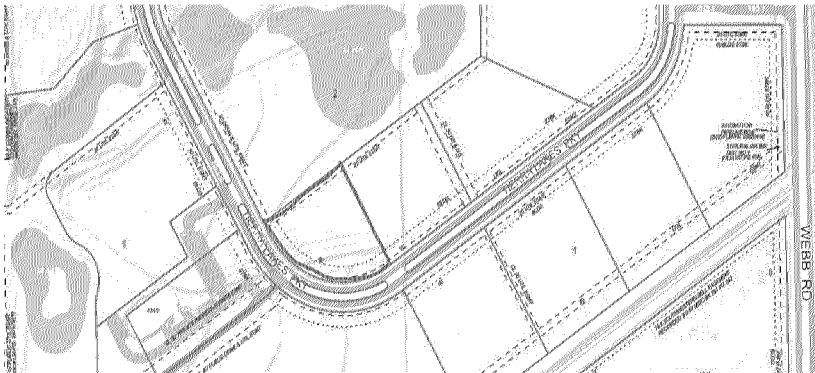
General Location: North of Tierra Lakes Pkwy; West of Webb Road

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

DATED this 19 day of March, 2025.

/s/ Paula Downs

Bel Aire Planning Commission Secretary





AFFIDAVIT OF PUBLICATION

State of Kansas, Sedgwick County, ss:

Melissa Krehbiel, City Clerk

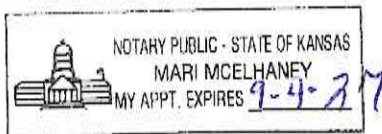
Being first duly sworn, deposes and says:

That I, Melissa Krehbiel, City Clerk of the City of Bel Aire, Kansas, have published the attached notice on the City of Bel Aire website, www.belaireks.gov, which website is designated as the official City newspaper for the City of Bel Aire, Kansas by Charter Ordinance No. 25, effective August 6, 2024.

That the attached Official Notice of Zoning Hearing (VAC-25-02)
is a true copy thereof and was published on such website beginning on the 19th day of March, 2025.

Melissa Krehbiel
Signature

SUBSCRIBED AND SWORN to before me this 7th day of April, 2025.



(seal)

Mari McElhaney
Notary Public

City of Bel Aire
Melissa Krehbiel – City Clerk
7651 East Central Park Avenue
Bel Aire, Kansas 67226
316-744-2451
www.belaireks.gov



Security 1st Title

OWNERSHIP LIST

PROPERTY DESCRIPTION		PROPERTY OWNER
Lot 1, Blk 2 Subject Property	Tierra Verde South Addition	North Webb, LLC PO Box 377 Attica, KS 67009
Lots 4 & 5, Blk 1 AND Lot 2, Blk 2 AND Reserve A	"	ME Enterprises IV, LLC 2101 E. 21st St. N. Wichita, KS 67214
Lot 2, Blk 1, EXC begin 458.66' SEly of NE corner of Lot 2; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin; & EXC that part of Lot 2, Blk 1, comm at N-most NE corner thereof; th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & W along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin	"	AH Property, Inc. 14726 E. 9th St. N. Wichita, KS 67230
Begin 458.66' SEly of NE cor of Lot 2, Blk 1; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin	"	North Webb, LLC PO Box 377 Attica, KS 67009



Security 1st Title

That part of Lot 2, Blk 1, comm at N-most NE corner thereof; th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & W along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin	"	Tierra Webb Properties, LLC PO Box 377 Attica, KS 67009
Reserves D, E, F, & G	"	City of Bel Aire Land Bank 7651 E. Central Park Ave. Bel Aire, KS 67226

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

Lot 1, Block 2, Tierra Verde South Addition to the City of Bel Aire, Sedgwick County, Kansas.

as shown by the last deed of record filed in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 21st day of January, 2025, at 7:00 A.M.

SECURITY 1ST TITLE

By: 

LICENSED ABSTRACTER

Order: 3113362
KJK

(Published at www.belaireks.gov on May, _____, 2025.)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECOMMENDATION OF THE BEL AIRE PLANNING COMMISSION AMENDING THE TIERRA VERDE PLANNED UNIT DEVELOPMENT PROVISIONS OF CERTAIN LANDS LOCATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF BEL AIRE, KANSAS UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY.

WHEREAS, the Governing Body of the City of Bel Aire, Kansas (the “City”) has received a recommendation from the Bel Aire Planning Commission for Case No. PUD-25-01; and

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held for Case No. PUD-25-01 on April 10, 2025, all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

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

SECTION 1. The Governing Body adopts the recommendation of the Bel Aire Planning Commission that approves PUD-25-01, an amendment to the Tierra Verde Planned Unit Development (the “Tierra Verde PUD”), that amends the allowed density of units, minimum setbacks, height and area regulations, parking, and landscape requirements. The Zoning Regulations of the City of Bel Aire, Kansas are hereby amended to modify the General Provisions of the Tierra Verde PUD as set forth on Exhibit “A,” incorporated herein.

Legal Description

Lot 1, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

General Description

Between 45th and 49th Street on Tierra Lakes Parkway and West of Webb Road, Bel Aire, Sedgwick County, Kansas

SECTION 2. A file-stamped copy of Exhibit A (Second Amendment to the PUD of the
Tierra Verde South Addition) from the Sedgwick County Register of Deeds Office, shall be
submitted to City Clerk within 60 days of Governing Body approval, or the request shall be
considered denied and closed.

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

50 SECTION 4. The City Clerk will file this Ordinance with the Sedgwick County Register
51 of Deeds.

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74 PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire,
75 Kansas on this 20th day of May, 2025.

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78 CITY OF BEL AIRE, KANSAS

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83 _____
Jim Benage, Mayor

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85 ATTEST:

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90 _____
Melissa Krehbiel, City Clerk

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92 APPROVED AS TO FORM:

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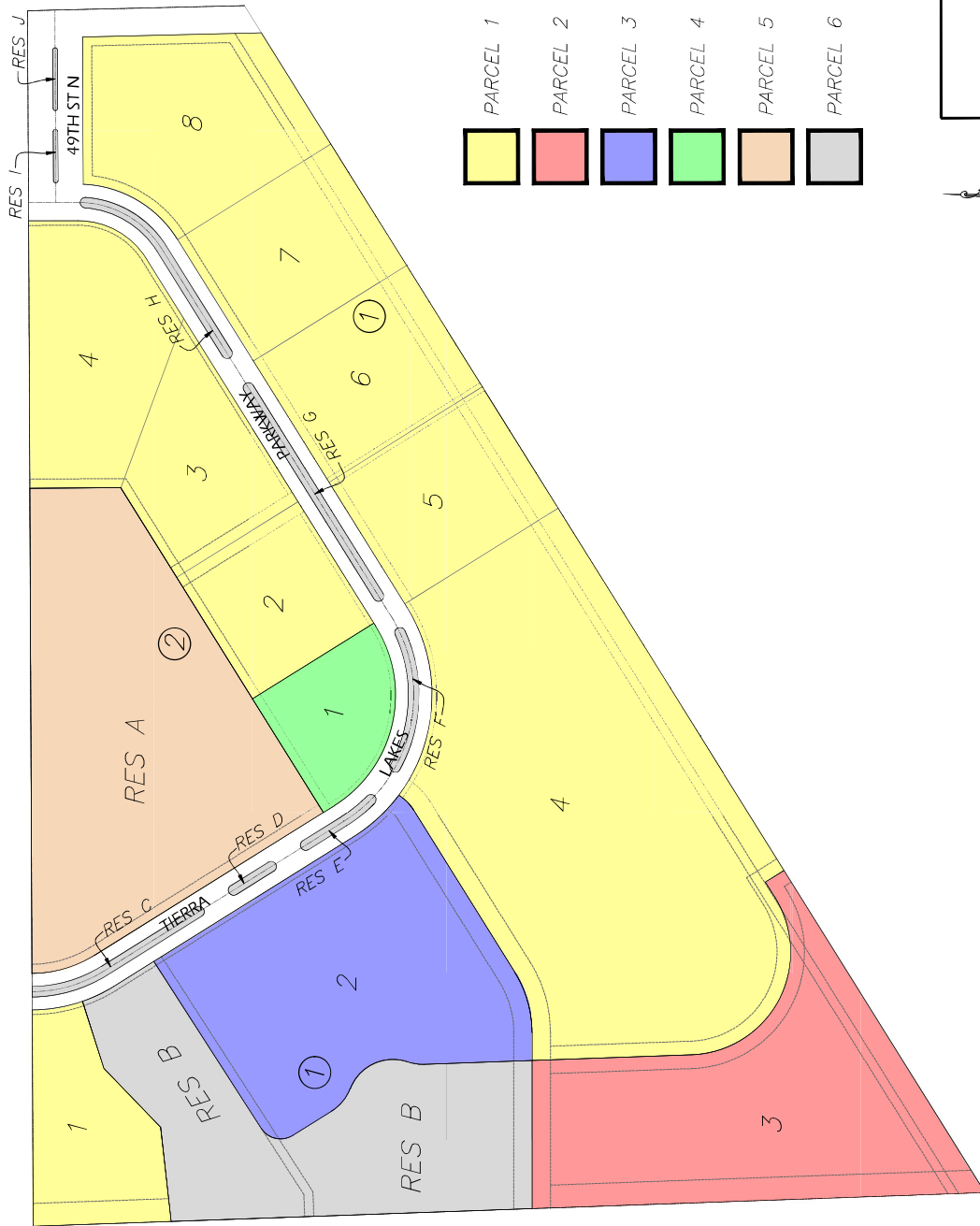
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97 _____
Maria A. Schrock, City Attorney

EXHIBIT 'A'



GENERAL PROVISIONS:
(PER THE RECORDED PLAT OF TERRA VERDE SOUTH ADDITION)

1. THE DEVELOPER SHALL SUBMIT TO THE CITY ENGINEER FOR A PLANNED UNIT DEVELOPMENT (PUD) PLAN, THE REQUIREMENTS CONTAINED IN THIS PUD ARE IN LIEU OF ANY REQUIREMENTS CONTAINED IN THE ZONING AND SUBDIVISION REGULATIONS OF THE CITY AND COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE CITY ENGINEER SHALL BE DEEMED IN COMPLIANCE WITH THE CITY ZONING AND SUBDIVISION REGULATIONS OF THE CITY.
2. INSTALLATION OF ALL IMPROVEMENTS SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF ALL APPLICABLE FEDERAL, STATE AND LOCAL LEGISLATION, INCLUDING THE AMERICANS WITH DISABILITIES ACT, ALL APPLICABLE BUILDING CODES, AND ALL APPLICABLE CITY ORDINANCES. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF TERRA VERDE SOUTH ADDITION, AND THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE PUD SITE PLAN, THE PUD SITE PLAN SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, (HEREIN THE "FINAL PUD SITE PLAN") SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.
3. ALL ELECTRIC POWER, PARKING, LOT LIGHTS, CABLE, STREET LIGHTS AND TELEPHONE SERVICE SHALL BE PROVIDED BY THE CITY ENGINEER. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF TERRA VERDE SOUTH ADDITION, AND THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE PUD SITE PLAN, THE PUD SITE PLAN SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.
4. THE DEVELOPER SHALL INSTALL ALL IMPROVEMENTS DELINEATED ON THE FINAL PUD SITE PLAN, SAID IMPROVEMENTS INCLUDE, BUT ARE NOT LIMITED TO, STREETS, SIDEWALKS, WATER DISTRIBUTION SYSTEM, SANITARY SEWER SERVICE LINES, DETENTION POND, STORMWATER SEWER SYSTEM, DRIVEWAYS, LANDSCAPING, LIGHTING, AND UTILITIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF TERRA VERDE SOUTH ADDITION, AND THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE PUD SITE PLAN, THE PUD SITE PLAN SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.
5. UNDERGROUND EXISTING SANITARY OR STORM WATER SEWERS, WATER LINES, DRAINAGE CHANNELS, CULVERTS, UNDERGROUND ELECTRIC, COMMUNICATIONS, GAS LINES, PIPE LINES OR TRANSMISSION LINES ARE REQUIRED TO BE INSTALLED, LOWERED, ENCASED, OR RELOCATED DUE TO THE LOT SHIT OR CONSTRUCTION IMPROVEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF TERRA VERDE SOUTH ADDITION, AND THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE PUD SITE PLAN, THE PUD SITE PLAN SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.
6. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF TERRA VERDE SOUTH ADDITION, AND THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE PUD SITE PLAN, THE PUD SITE PLAN SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.
7. THE DEVELOPER SHALL PREPARE A LANDSCAPE AND STORM DRAINAGE PLAN, WHICH SHALL ADDRESS THE EFFECT OF CHANGES TO THE NATURAL ENVIRONMENT AND INCREASED DRAINAGE. SAID LANDSCAPE AND STORM DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE PUD SITE PLAN, THE PUD SITE PLAN SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.
8. THE DEVELOPER SHALL PREPARE A SOURCE PLAN THAT SHALL INCLUDE ALL EXISTING BUILDING, SIGNAGE, WHICH SHALL BE APPROVED BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED.
9. OUTDOOR LIGHTING SOURCES SHALL EMPLOY CLIFF LIGHTS TO MINIMIZE LIGHT TRIPASS AND GLARE. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF TERRA VERDE SOUTH ADDITION, AND THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE PUD SITE PLAN, THE PUD SITE PLAN SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.
10. IF SCREENING EXISTS ON ANY SIDE OF A DEVELOPING PROPERTY LINE THAT MEETS OR EXCEEDS THE STANDARDS OF THE ZONING CODE, ADDITIONAL SCREENING SHALL NOT BE REQUIRED. HOWEVER, IF AT ANY TIME THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF TERRA VERDE SOUTH ADDITION, AND THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE PUD SITE PLAN, THE PUD SITE PLAN SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.
11. THE DEVELOPER SHALL ENCLOSE OR CAUSE TO BE ENCLOSED ALL TRASH AND RECYCLING CONTAINERS AND SIMILAR EQUIPMENT AS SET FORTH IN THE FINAL PUD SITE PLAN AS APPROVED BY THE CITY ENGINEER AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED.
12. IN ACCORDANCE WITH THE APPROVED FINAL PUD SITE PLAN, THE CITY SHALL REQUEST INSTALLATION OF BUILDING LIGHTING AND SECURITY FIXTURES AS PROVIDED IN THE FINAL PUD SITE PLAN.
13. ANY REQUIRED SANITARY SEWER MAINS REQUIRED TO BE INSTALLED IN ADDITION TO THOSE MENTIONED IN #4, WILL BE THE DEVELOPER'S RESPONSIBILITY. TOP CONTRACT, ENGINEER AND SHALL BE INSTALLED PER CITY ENGINEER'S REQUIREMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF TERRA VERDE SOUTH ADDITION, AND THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE PUD SITE PLAN, THE PUD SITE PLAN SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.
14. DEVELOPER SHALL CONSTRUCT A WATER SERVICE LINE TO EACH LOT. THE LOCATION OF SUCH TAP SHALL BE SHOWN ON THE FINAL PUD SITE PLAN AS APPROVED BY THE CITY ENGINEER.
15. NO DEMOLITION, SITE CLEARANCE OR CONSTRUCTION SHALL COMMENCE ON ANY PORTION OF THE TRACT OF LAND HEREIN REFERRED TO AS TERRA VERDE SOUTH ADDITION, UNTIL THE DEVELOPER HAS OBTAINED THE PROPER PERMITS FROM THE CITY. NO OCCUPANCY WILL BE ALLOWED OF ANY BUILDING ON SAID PROPERTY WITHOUT A VALID OCCUPANCY PERMIT FROM THE CITY.
16. A SPECIFIC PURPOSE OF THIS AGREEMENT IS TO ASSURE THAT THE NECESSARY IMPROVEMENTS ARE IN PLACE TO SUPPORT DEVELOPMENT OF THE LOTS OF LAND HEREIN REFERRED TO AS TERRA VERDE SOUTH ADDITION. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF TERRA VERDE SOUTH ADDITION, AND THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE PUD SITE PLAN, THE PUD SITE PLAN SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.
17. THE DEVELOPER SHALL FILE WITH THE SEDGWICK COUNTY REGISTER OF DEEDS AN EXECUTED COPY OF THIS AGREEMENT, WHICH SHALL BE A PART OF THE RECORDS OF THE COUNTY. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF TERRA VERDE SOUTH ADDITION, AND THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE PUD SITE PLAN, THE PUD SITE PLAN SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.
18. UPON FULL EXECUTION HEREOF AND UPON ATTACHMENT OF THE PUD SITE PLAN, THE LANDSCAPE PLAN, THE DRAINAGE PLAN, AND THE SIGNAGE PLAN, ALL APPROVED AS PROVIDED HEREIN AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE BINDING UPON THE CITY AND THE DEVELOPER, THEIR SUCCESSORS, HEIRS, ASSIGNS, TRUSTEES, AND ASSIGNEES.

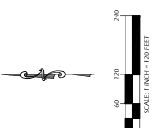


KEMILLER
ENGINEERING
117 E. LEWIS, WICHITA, KS 67202 | 316.264-0242

TERRA VERDE SOUTH ADDITION

Section XI, Item G.

DATE	KEM PROJ.	DRAWN	DESIGNED	SHEET
04.2025	24.105	JMW	KEM	0



STAFF REPORT

DATE: 04/23/2025

TO: Bel Aire Planning Commission
FROM: Paula Downs
RE: Agenda

STAFF COMMUNICATION

FOR MEETING OF	5/6/2025
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY: PUD-25-01 An Amendment to the Tierra Verde PUD, that amends the allowed density of units, minimum setbacks, height and area regulations, parking, and landscape requirements.

General Location: The subject property is generally located between 45th and 49th, on Tierra Lakes Pkwy and West of Webb Road and is currently platted as Lot 1, Block 2, Tierra Verde South Addition.

Background:

The city placed notification on the City of Bel Aire’s website as required by city code. The affidavit of publication is provided. The PUD process required notification of surrounding property owners. Publication notification was made on March 20, 2025, to all known property owners as of January 21, 2025.

Lot 1, Block 2, Tierra Verde South Addition was originally platted September 21, 2009.

Case History:

1. Planning Commission Meeting: May 11, 2023

PUD-23-02- Proposed document changes within the current PUD to allow single family, duplex, and multi-family. R-5 and R-6 zoning districts Tierra Verde South Addition PUD; doesn’t have a re-platting changes at this time.

The Planning Commission recommended approval to amend the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3. The original C-1 designation would also remain to encourage development of the property.

The applicant wanted to allow R-6 Zoning uses to provide more options for development. The land has sat relatively vacant for a long time and the ability to do some mixed use will benefit with the ability for variety. At that time, there was no specific use for the properties.

2. City Council Meeting: June 20, 2023

PUD-23-02 was on the agenda with an Amended PUD Agreement. Council approved the Planning Commission’s recommendation to amend the Tierra Verde South Addition PUD Agreement to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3 and authorize signatures. The amended PUD Agreement was signed June 20, 2023, and filed with the Register of Deeds on July 26, 2023.

3. Planning Commission Meeting: January 11, 2024

PUD-23-04 (Formally PUD-23-02) Proposed document changes within the current PUD to allow single family, duplex, and multi-family. R-5 and R-6 zoning districts Tierra Verde South Addition PUD; doesn’t have re-platting changes at this time. The case was advertised.

The case had been approved by the Planning Commission and nothing about the design, site plan or anything regarding those facts has changed. The only change was that the original application only had one owner’s signature and in this case there are two owners requiring both signatures. In addition, it was agreed that apartments would not be placed on Reserve A, Block 2 which is excluded from R-6 uses.

Planning Commission approved the case.

Amended Planned Unit Development Agreement, dated December 13, 2023, was part of the agenda packet.

The PUD agreement was updated and dated January 12, 2024.

4. City Council Meeting- February 20, 2024

PUD-23-04- Ordinance 716 was approved by the City Council at their February 20, 2024, meeting. The Council approved additional zoning classifications and excluded R-6 zoning uses from Lot 3, Block 1 and Reserve A, Block 2.

5. City Council Meeting- April 2, 2024

The Amended PUD document dated January 12, 2024, was brought before the City Council for approval. Agreement was approved and signed on April 3, 2024. The document was filed with the Register of Deeds April 16, 2024.

6. Planning Commission Meeting- November 14, 2024

Sketch Plan- Tierra Verde South, Lot 1, Block 2 was submitted for discussion and general feedback.

Developer shared that they were going to reduce some of the current setbacks with the submission of a PUD application. The Commission suggested reducing an easement and keeping setbacks with minimum sizes listed in the zoning code.

No recommendations or action was taken by the Commission.

7. Planning Commission Meeting- April 10, 2025

Commission reviewed application that amends the allowed density of units, minimum setbacks, height and area regulations, parking, and landscape requirements. Zoning code requirements were provided for each application request.

After agenda document review and discussion of the review considerations in the staff report, the Planning Commission motioned to recommend that the City Council approve the application.

Current Discussion:

PUD-25-01- Amended PUD Agreement sets out the following requests for Lot 1, Block 2 referenced in the PUD Agreement as Parcel 4. Lot 1, Block 2 follows R-6 zoning district requirements:

1. Minimum Setbacks:
- a. Zoning Code Requirements:

i. Front Building Setback- 30'

ii. Side-Yard Setback- 15'

iii. Rear Building Setback- 35'

b. PUD-25-01:

i. Front Building Setback- 25'

ii. Side-Yard Setback- 20'

iii. Rear Building Setback- 20'
2. Minimum Building Separation Distance:
- a. Zoning Code Requirement: 45'

b. PUD-25-01:

i. Requesting 12'

ii. Site Plan provides 15'
3. Minimum Parking Setback
- a. Zoning Code Requirements:

i. Front Building Setback- 30'

ii. Side-Yard Setback- 15'

iii. Rear Building Setback- 35'

b. PUD-25-01:

i. Front Building Setback- 25'

ii. Side-Yard Setback- 20'

iii. Rear Building Setback- 20'

4. Minimum Paving Setback:

- a. Zoning Code Requirement: 20'
- b. PUD-25-01- 10'

5. Minimum Lot Area Per Dwelling unit:

- a. General Notes:
 - i. 74,302 s.f. on lot 1
 - ii. Development calls for 24 dwelling units. 12 two-story buildings each story with a dwelling unit (could be described as a vertical two-family dwelling)
- b. Zoning Code Requirement:
 - i. 3,630 feet
 - ii. 20.5 dwelling units
- c. PUD-25-01:
 - i. 2,094 feet (calculations would require 3,096 s.f.)
 - ii. 15 dwelling units per acre (Have 24 dwelling units/12 Buildings per acre)

6. Minimum Number of Required Parking Spaces Per Dwelling Unit:

- a. Zoning Code Requirement:
 - i. Total number of parking spaces per dwelling unit- 4
 - ii. Total number of required parking spaces for site – 48 (4 spaces x 12 dwelling units)
 - iii. 2 of the 4 required to be enclosed
- b. PUD-25-01:
 - i. 1.75 spaces per dwelling unit
 - ii. Total number of parking spaces for site – 42 (1.75 x 12 dwelling units)
 - iii. No parking spaces enclosed
 - iv. Site shows 42 total parking spaces

7. Minimum Number of Large Deciduous Shade or Evergreen Trees:

- a. Zoning Code Requirement: 4 trees for every two-family dwelling unit
- b. PUD-25-01: 1 tree for every two-family dwelling unit

Review Considerations:

1. Character of the neighborhood

The character of the neighborhood is in line with the surrounding properties and the current neighborhood.

Neighborhood is largely undeveloped. Non-residential use (Bel Aire Recovery Center) exists across Tierra Lakes Parkway to the southwest.

North of subject property is Skyview at Block 49 Addition which is a two-family residential district.

2. Zoning and uses of nearby properties

- North: Allowed Zoning Districts: R-5; C-1; C-2. Platted as a Reserve, currently undeveloped.
- East: Allowed Zoning Districts: R-5; R-6' C-1; C-2. currently undeveloped.
- South: Allowed Zoning Districts: R-5; R-6' C-1; C-2. currently undeveloped.
- West: Allowed Zoning Districts: R-5; R-6' C-1; C-2. currently undeveloped except for lot 2, Block 1- Bel Aire Recovery Center

3. Suitability of the subject property for the uses to which it has been restricted

The property is adequately suited for the permitted uses currently allowed.

4. Extent to which removal of the restrictions will detrimentally affect nearby property

No detrimental impact to nearby properties is expected.

5. Length of time the property has been vacant as zoned

The property was originally platted in 2009. The property has been undeveloped for 16 years under its current zoning.

6. Relative gain to the public health, safety, and welfare as compared to the loss in value or the hardship imposed upon the applicant

Denial of the application is not expected to provide relative gain to the public health, safety and welfare. Approval of the application would result in no loss in value or hardship upon the applicant.

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

The 2018 Master Growth Plan sets forth the property as General Commercial. Further, the Plan encourages PUDs to promote alternatives to traditional development models in these designated areas.

Tierra Verde South Addition plat and Planned Unit Development Agreements allow for R-5, R-6, C-1 and C-2 development.

8. Impact of the proposed development on community facilities

There is no impact on community facilities. Potable water and sanitary sewer services are already extended to the site and are adequately sized. The property has access to Tierra Lakes Parkway which is an improved road.

9. Opposition or support of neighborhood residents (one factor to be considered and by itself is not sufficient reason to approve or deny a request)

Property Owners as of March 20, 2025, have been notified. City staff have received no inquiries or feedback from notified residents for the May 6, 2025, hearing.

10. Recommendations of permanent staff

Key review criteria elements:

- 1) Length of time vacant. Lot 1, Block 2 has been undeveloped and vacant for 16 years and will be developed as an R-5 or R-6 district.
- 2) Character of the neighborhood based on uses of surrounding properties. Lot 1, Block 2 development will be developed in character of the surrounding properties.
- 3) Infrastructure public utilities and streets. Lot 1, Block 2 currently has public utilities and is supported by a local street- Tierra Lakes Parkway.

Although staff recognize that it is within the City’s power to make replatting a condition of any zoning action, it recognizes the potential hardship this might place on the owner(s).

Staff recommend approval of the application pending the outcome of City Council review and public hearing.



MINUTES
PLANNING COMMISSION
7651 E. Central Park Ave, Bel Aire, KS
April 10, 2025, 6:30 PM



I. Call to Order: Chairman Phillip Jordan called the meeting to order.

II. Roll Call

Chairman Phillip Jordan and Commissioners Dee Roths, Deryk Faber, Brian Mackey, Paul Matzek were present. Commissioner Brian Stuart arrived during the vote for the Minutes.

Also present were Paula Downs, Director of Community Development and Maria Schrock, City Attorney.

III. Pledge of Allegiance to the American Flag

Chairman Phillip Jordan led the pledge of allegiance.

IV. Consent Agenda

A. Approval of Minutes from Previous Meeting.

MOTION: Chairman Jordan moved to approve the minutes of March 13, 2025.

Commissioner Faber seconded the motion. **Motion carried 5-0-1**, with Commissioner Stuart abstaining from the vote.

V. Announcements: Edgar Salazar will no longer serve on the Bel Aire Planning Commission. The position is currently vacant and the Mayor will be identifying a new member.

Director of Community Development Paula Downs made the announcement. No questions or comments were received from the Commission.

VI. Old Business/New Business

A. PUD-24-04- Proposed Final R-PUD containing approved duplexes to be converted townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built (Chapel Landing Phase 2).

Chairman Phillip Jordan announced the item as listed on the agenda and reviewed Planning Commission procedures for public hearings, including a five-minute time limit for public comments.

Staff gave a brief review of the PUD application and related documents including all previous case activity brought before the Planning Commission and City Council.

Chairman Phillip Jordan asked the members of the Commission if anyone wished to disqualify themselves due to conflict of interest with this case. No one was disqualified. He asked if any member of the Commission had received any ex-parte verbal or written communications which they would like to share. No ex-parte communications were reported. He reviewed the notification of public hearing and declared that proper notification had been given, according to state statute.

Chairman Phillip Jordan opened the public comment section. Applicant Jay Cook had no comments. No questions were asked of the applicant by the Commission. No one requested to speak. Therefore, Chairman Jordan closed the public hearing. Chairman Jordan asked if any written communications had been received, and staff confirmed that none had been received.

Chairman Jordan then requested discussion among the Commission. Commissioners cited Review Criteria 1, 3, 6, 9, and 10 in the staff report for this meeting as evidence in support of approving the zone change request. Specifically, Commissioners cited the following Review Criteria from the Staff Report:

1. The character of the neighborhood is in line with the surrounding properties and the current neighborhood.
3. The property is adequately suited for the permitted uses currently allowed in the R-4 Single-Family Residential District. Notably, the applicant has only requested the following permitted uses: single-family, two-family, leasing office, playgrounds or community spaces, and accessory structures as approved by the City Manager. This is more restrictive than what is allowed in the base R-4 district.
6. There is no loss in value or hardship upon the applicant
9. Property Owners as of July 2024 have been notified a total of three times with this R-PUD case. Property owners identified between July 2024 and February 2025 have been notified one time with this R-PUD case. City staff has received no inquiries or feedback from notified residents for the March 13, 2025, hearing.
10. Staff and applicant have revised the R-PUD Agreement to include the following updates:
 - 1) “Townhouse” as fined by the City’s current Zoning Regulations as a permitted use with limitation to the number of units on each lot of record has been added.
 - 2) The minimum lot area and lot widths have been identified and specified. Additionally, all other height regulations, area regulations, accessory use regulations, development/performance standards, and landscaping/screening regulations are right-sized, appropriate, and clearly indicated within the R-PUD Agreement.
 - 3) One street tree will be required for each lot that is split
 - 4) The R-PUD Agreement requires, per K.S.A. 58-3706, that covenants include a description of all easements required, including public utilities. This requirement satisfies the easement agreement request by Planning Commission and City Council.

- 5) The R-PUD Agreement includes, as Exhibit 1, the Party Wall Agreement.

MOTION: Chairman Jordan moved that having considered the evidence at the hearing and the factors to evaluate the application, I move we recommend to the City Council, that the zone change request from Single-Family Residential District “R-4” to a Planned Unit Development Residential District “R-PUD” in PUD-24-04 be approved with modifications based on findings as recorded in the summary of this hearing, and the following conditions be made a part of this recommendation:

- a) A Party Wall Agreement is referenced in the Chapel Landing Addition R-PUD Agreement. It shall be incorporated by reference and attached to the R-PUD Agreement as Exhibit 1; and,
- b) The Chapel Landing Addition R-PUD Agreement shall be provided for council consideration, and if approved by council, it shall be attached to the ordinance as Exhibit A; and,
- c) The applicant shall file the ordinance including Exhibit A and an executed copy of the Chapel Landing Addition R-PUD Agreement including Exhibit 1, with the Sedgwick County Register of Deeds within 30 days of final approval, and within 45 days shall provide the City with proof of the filings. A copy of the Chapel Landing Addition R-PUD Agreement including Exhibit 1, showing said recording shall be furnished by the Developer to the general contractor, before building permits are issued.

Commissioner Mackey seconded the motion. *Motion carried 6-0.*

B. VAC-25-02: Vacation request in the City to vacate platted 15-foot-wide building setback on Lot 1, Block 2, Tierra Verde South Addition, in VAC-25-02, generally located between 45th and 49th, on Tierra Lakes Parkway and West of Webb Road.

Chairman Phillip Jordan announced the item as listed on the agenda and reviewed Planning Commission procedures for public hearings, including a five-minute time limit for public comments. Chairman Phillip Jordan asked the members of the Commission if anyone wished to disqualify themselves due to conflict of interest with this case. No one was disqualified. He asked if any member of the Commission had received any ex-parte verbal or written communications which they would like to share. No ex-parte communications were reported. He reviewed the notification of public hearing and declared that proper notification had been given.

Paula Downs, Director of Community Development gave a brief report, referencing the application for vacation and the staff report included the Commission’s information packet for this meeting. Ms. Downs reviewed the staff recommendation to approve the vacation request based on findings 1-4 as listed in the staff report:

1. Notice of petition to vacate and notice of public hearing has been given in accordance with State law;
2. No private rights will be injured or inconvenienced if the vacation is granted;

3. The Public will suffer no loss or inconvenience if the vacation is granted; and
4. In justice to the petitioner, the vacation should be granted;

Chairman Phillip Jordan opened the public comment section. Applicant Kirk Miller agreed with the staff report and stood for questions. Mr. Miller answered questions from the Commission and staff regarding the legal description of the vacated portion and the location on the plat. Mr. Miller confirmed that the legal description is for the 15-foot portion that will be vacated.

No others requested to speak. Therefore, Chairman Jordan closed the public hearing and requested discussion among the Commission. Chairman Jordan asked if any written communications had been received. Commissioners and staff confirmed that none had been received.

MOTION: Commissioner Mackey moved that having considered the evidence at the hearing and the factors to evaluate the application, I move we recommend to the City Council, that the request for vacation of a Platted 15 foot-wide building setback on Lot 1, Block 2, Tierra Verde South Addition, in VAC-25-02 be approved based on findings 1 through 4 as listed in the staff report. Commissioner Faber seconded the motion.

Motion carried 6-0.

C. PUD-25-01- An Amendment to the Tierra Verde PUD, that amends the allowed density of units, minimum setbacks, height and area regulations, parking, and landscape requirements, generally located between 45th and 49th on Tierra Lakes Pkwy and West of Webb Road and currently platted as Lot 1, Block 2, Tierra Verde South Addition.

Chairman Phillip Jordan announced the item as listed on the agenda and reviewed Planning Commission procedures for public hearings, including a five-minute time limit for public comments. Chairman Phillip Jordan asked the members of the Commission if anyone wished to disqualify themselves due to conflict of interest with this case. No one was disqualified. He asked if any member of the Commission had received any ex-parte verbal or written communications which they would like to share. No ex-parte communications were reported. He reviewed the notification of public hearing and declared that proper notification had been given, according to state statute.

Paula Downs, Director of Community Development, gave a brief review of the PUD application and staff report, including all previous case activity brought before the Planning Commission and City Council. Ms. Downs stated that staff recommend approval of the vacation request, and noted key findings to support the recommendation: the character of the neighborhood, the length of time the property has been vacant as zoned, and the proximity of utilities to serve the development.

Chairman Phillip Jordan opened the public comment section. Applicant Jeff Blubaugh and Representative Kirk Miller, KE Miller Engineering, answered questions from the Commission regarding building setbacks and future changes to the PUD. The applicant did not foresee any need for future changes to the PUD.

No others requested to speak; therefore Chairman Jordan closed the public hearing. Chairman Jordan asked if any written communications had been received. Commissioners and staff confirmed that none had been received.

The Commission then deliberated. Commissioners expressed their support for approving the zone change request, based on Review Criteria 1, 5, 9 and 10 listed in the staff report, specifically:

- 1. Character of the neighborhood** - The character of the neighborhood is in line with the surrounding properties and the current neighborhood. Neighborhood is largely undeveloped. Non-residential use (Bel Aire Recovery Center) exists across Tierra Lakes Parkway to the southwest. North of subject property is Skyview at Block 49 Addition which is a two-family residential district.
- 5. Length of time the property has been vacant as zoned** - The property was originally platted in 2009. The property has been undeveloped for 16 years under its current zoning.
- 9. Opposition or support of neighborhood residents (one factor to be considered and by itself is not sufficient reason to approve or deny a request)** - Property Owners as of March 20, 2025, have been notified. City staff have received no inquiries or feedback from notified residents for the April 10, 2025, hearing.
- 10. Recommendations of permanent staff** - Key review criteria elements:

 - 1) Length of time vacant. Lot 1, Block 2 has been undeveloped and vacant for 16 years and will be developed as an R-5 or R-6 district.
 - 2) Character of the neighborhood based on uses of surrounding properties. Lot 1, Block 2 development will be developed in character of the surrounding properties.
 - 3) Infrastructure public utilities and streets. Lot 1, Block 2 currently has public utilities and is supported by a local street- Tierra Lakes Parkway.

MOTION: Commissioner Roths moved that having considered the evidence at the hearing and the factors to evaluate the application, I move we recommend that the City Council approve PUD-25-01, An Amendment to the Tierra Verde PUD, that amends the allowed density of units, minimum setbacks, area regulations, parking, and landscape requirements, based on findings 1, 5, 9, and 10 listed in the staff report, as recorded in the summary of this hearing. Chairman Jordan seconded the motion. *Motion carried 6-0.*

VII. Approval of the Next Meeting Date.

MOTION: Commissioner Jordan moved to approve the date of the next meeting: May 8, 2025, at 6:30 p.m. Commissioner Faber seconded the motion. *Motion carried 6-0.*

VIII. Current Events

A. Upcoming Agenda Items:

Planning Commission Bylaws- Staff stated that no planning cases had been submitted for the May 8, 2025, meeting. Staff are working on developing Commission Bylaws to present at the meeting. Bylaws will be sent to the Commission in advance for review. Staff asked Commissioners to consider workshop topics for the meeting.

- B. Upcoming Events:
- a. Springfest: April 12
 - b. Citywide Garage Sale Weekend: April 24-26
 - c. Shred & E-Recycle Day: May 3
 - d. Curbside Cleanup: May 17

The Commission briefly discussed upcoming City events. No action was taken. Chairman Phillip Jordan inquired about holding an executive session to discuss the absence of Edgar Salazar. City Attorney Maria Schrock stated that discussion of a volunteer position is not an allowed topic for discussion in executive session.

IX. Adjournment

MOTION: Commissioner Matzek moved to adjourn. Chairman Jordan seconded the motion.
Motion carried 6-0.

Approved by the Bel Aire Planning Commission this _____ day of _____, 2025.

Phillip Jordan, Chairman

Tierra Verde South

April 10, 2025

Planning Commission Meeting

Agenda Documents:

- Staff Report
- PUD Application
- Amended Planned Unit Development Agreement
- PUD Exhibit A
- Site Plan
- Affidavit and Publication Notice
- Ownership List

City of Bel Aire

STAFF COMMUNICATION

STAFF REPORT

FOR MEETING OF	4/10/2025
CITY COUNCIL	
INFORMATION ONLY	

DATE: 04/08/2025

TO: Bel Aire Planning Commission

FROM: Paula Downs

RE: Agenda

SUMMARY: PUD-25-01 An Amendment to the Tierra Verde PUD, that amends the allowed density of units, minimum setbacks, height and area regulations, parking, and landscape requirements.

General Location: The subject property is generally located between 45th and 49th, on Tierra Lakes Pkwy and West of Webb Road and is currently platted as Lot 1, Block 2, Tierra Verde South Addition.

Background:

The city placed notification on the City of Bel Aire's website as required by city code. The affidavit of publication is provided. The PUD process required notification of surrounding property owners. Publication notification was made on March 20, 2025, to all known property owners as of January 21, 2025.

Lot 1, Block 2, Tierra Verde South Addition was originally platted September 21, 2009.

Case History:**1. Planning Commission Meeting: May 11, 2023**

PUD-23-02- Proposed document changes within the current PUD to allow single family, duplex, and multi-family. R-5 and R-6 zoning districts Tierra Verde South Addition PUD; doesn't have a re-platting changes at this time.

The Planning Commission recommended approval to amend the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3. The original C-1 designation would also remain to encourage development of the property.

The applicant wanted to allow R-6 Zoning uses to provide more options for development. The land has sat relatively vacant for a long time and the ability to do some mixed use will benefit with the ability for variety. At that time, there was no specific use for the properties.

2. City Council Meeting: June 20, 2023

PUD-23-02 was on the agenda with an Amended PUD Agreement. Council approved the Planning Commission’s recommendation to amend the Tierra Verde South Addition PUD Agreement to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3 and authorize signatures. The amended PUD Agreement was signed June 20, 2023, and filed with the Register of Deeds on July 26, 2023.

3. Planning Commission Meeting: January 11, 2024

PUD-23-04 (Formally PUD-23-02) Proposed document changes within the current PUD to allow single family, duplex, and multi-family. R-5 and R-6 zoning districts Tierra Verde South Addition PUD; doesn’t have re-platting changes at this time. The case was advertised.

The case had been approved by the Planning Commission and nothing about the design, site plan or anything regarding those facts has changed. The only change was that the original application only had one owner’s signature and in this case there are two owners requiring both signatures. In addition, it was agreed that apartments would not be placed on Reserve A, Block 2 which is excluded from R-6 uses.

Planning Commission approved the case.

Amended Planned Unit Development Agreement, dated December 13, 2023, was part of the agenda packet.

The PUD agreement was updated and dated January 12, 2024.

4. City Council Meeting- February 20, 2024

PUD-23-04- Ordinance 716 was approved by the City Council at their February 20, 2024, meeting. The Council approved additional zoning classifications and excluded R-6 zoning uses from Lot 3, Block 1 and Reserve A, Block 2.

5. City Council Meeting- April 2, 2024

The Amended PUD document dated January 12, 2024, was brought before the City Council for approval. Agreement was approved and signed on April 3, 2024. The document was filed with the Register of Deeds April 16, 2024.

6. Planning Commission Meeting- November 14, 2024

Sketch Plan- Tierra Verde South, Lot 1, Block 2 was submitted for discussion and general feedback.

Developer shared that they were going to reduce some of the current setbacks with the submission of a PUD application. The Commission suggested reducing an easement and keeping setbacks with minimum sizes listed in the zoning code.

No recommendations or action was taken by the Commission.

Current Discussion:

PUD-25-01- Amended PUD Agreement sets out the following requests for Lot 1, Block 2 referenced in the PUD Agreement as Parcel 4. Lot 1, Block 2 follows R-6 zoning district requirements:

- 1. Minimum Setbacks:
 - a. Zoning Code Requirements:
 - i. Front Building Setback- 30'
 - ii. Side-Yard Setback- 15'
 - iii. Rear Building Setback- 35'
 - b. PUD-25-01:
 - i. Front Building Setback- 25'
 - ii. Side-Yard Setback- 20'
 - iii. Rear Building Setback- 20'
- 2. Minimum Building Separation Distance:
 - a. Zoning Code Requirement: 45'
 - b. PUD-25-01:
 - i. Requesting 12'
 - ii. Site Plan provides 15'
- 3. Minimum Parking Setback
 - a. Zoning Code Requirements:
 - i. Front Building Setback- 30'
 - ii. Side-Yard Setback- 15'
 - iii. Rear Building Setback- 35'
 - b. PUD-25-01:
 - i. Front Building Setback- 25'
 - ii. Side-Yard Setback- 20'
 - iii. Rear Building Setback- 20'
- 4. Minimum Paving Setback:
 - a. Zoning Code Requirement: 20'
 - b. PUD-25-01- 10'

5. Minimum Lot Area Per Dwelling unit:

a. General Notes:

i. 74,302 s.f. on lot 1

ii. Development calls for 24 dwelling units. 12 two-story buildings each story with a dwelling unit (could be described as a vertical two-family dwelling)

b. Zoning Code Requirement:

i. 3,630 feet

ii. 20.5 dwelling units

c. PUD-25-01:

i. 2,094 feet (calculations would require 3,096 s.f.)

ii. 15 dwelling units per acre (Have 24 dwelling units/12 Buildings per acre)
6. Minimum Number of Required Parking Spaces Per Dwelling Unit:

a. Zoning Code Requirement:

i. Total number of parking spaces per dwelling unit- 4

ii. Total number of required parking spaces for site – 48 (4 spaces x 12 dwelling units)

iii. 2 of the 4 required to be enclosed

b. PUD-25-01:

i. 1.75 spaces per dwelling unit

ii. Total number of parking spaces for site – 42 (1.75 x 12 dwelling units)

iii. No parking spaces enclosed

iv. Site shows 42 total parking spaces
7. Minimum Number of Large Deciduous Shade or Evergreen Trees:

a. Zoning Code Requirement: 4 trees for every two-family dwelling unit

b. PUD-25-01: 1 tree for every two-family dwelling unit

Review Considerations:

1. Character of the neighborhood

The character of the neighborhood is in line with the surrounding properties and the current neighborhood.

Neighborhood is largely undeveloped. Non-residential use (Bel Aire Recovery Center) exists across Tierra Lakes Parkway to the southwest.

North of subject property is Skyview at Block 49 Addition which is a two-family residential district.

2. Zoning and uses of nearby properties

- North: Allowed Zoning Districts: R-5; C-1; C-2. Platted as a Reserve, currently undeveloped.
- East: Allowed Zoning Districts: R-5; R-6' C-1; C-2. currently undeveloped.
- South: Allowed Zoning Districts: R-5; R-6' C-1; C-2. currently undeveloped.
- West: Allowed Zoning Districts: R-5; R-6' C-1; C-2. currently undeveloped except for lot 2, Block 1- Bel Aire Recovery Center

3. Suitability of the subject property for the uses to which it has been restricted

The property is adequately suited for the permitted uses currently allowed.

4. Extent to which removal of the restrictions will detrimentally affect nearby property

No detrimental impact to nearby properties is expected.

5. Length of time the property has been vacant as zoned

The property was originally platted in 2009. The property has been undeveloped for 16 years under its current zoning.

6. Relative gain to the public health, safety, and welfare as compared to the loss in value or the hardship imposed upon the applicant

Denial of the application is not expected to provide relative gain to the public health, safety and welfare. Approval of the application would result in no loss in value or hardship upon the applicant.

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

The 2018 Master Growth Plan sets forth the property as General Commercial. Further, the Plan encourages PUDs to promote alternatives to traditional development models in these designated areas.

Tierra Verde South Addition plat and Planned Unit Development Agreements allow for R-5, R-6, C-1 and C-2 development.

8. Impact of the proposed development on community facilities

There is no impact on community facilities. Potable water and sanitary sewer services are already extended to the site and are adequately sized. The property has access to Tierra Lakes Parkway which is an improved road.

9. Opposition or support of neighborhood residents (one factor to be considered and by itself is not sufficient reason to approve or deny a request)

Property Owners as of March 20, 2025, have been notified. City staff have received no inquiries or feedback from notified residents for the April 10, 2025, hearing.

10. Recommendations of permanent staff

Key review criteria elements:

- 1) Length of time vacant. Lot 1, Block 2 has been undeveloped and vacant for 16 years and will be developed as an R-5 or R-6 district.
- 2) Character of the neighborhood based on uses of surrounding properties. Lot 1, Block 2 development will be developed in character of the surrounding properties.
- 3) Infrastructure public utilities and streets. Lot 1, Block 2 currently has public utilities and is supported by a local street- Tierra Lakes Parkway.

Although staff recognize that it is within the City’s power to make replatting a condition of any zoning action, it recognizes the potential hardship this might place on the owner(s).

Staff recommend approval of the application pending the outcome of Planning Commission review and public hearing.

PUD-25-01

APPLICATION

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

-
- ☐ Change Zoning Districts: From: _____ to _____
☐ Amendments to Change Zoning Districts _____
☐ Preliminary PUD _____ ☐ Preliminary PUD with plat/ zoning
☒ Final PUD ☐ Final PUD with plat/ zoning

City of Bel Aire Planning Commission

☐ Approved ☐ Rejected

Comments to City Council

City of Bel Aire Council

☐ Approved ☐ Rejected

Name of owner NORTH WEBB, LLC, a Kansas limited liability company

Address 13410 W Hayden St, Wichita, KS, 67235 Telephone 316-258-0478

Email Address john@eck.net

Agent representing the owner K.E. Miller Engineering P.A.

Address 117 E Lewis St, Wichita, KS, 67203 Telephone 316-264-0242

Email Address kirk@kemiller.com

1. The application area is legally described as Lot(s) 1; Block(s) 2,
Tierra Verde South Addition, Bel Aire, Kansas. If appropriate, a metes and
bounds description may be attached.

2. The application area contains 1.71 acres.

3. This property is located at (address) N/A which is generally
located at (relation to nearest streets) N of Tierra Lakes Pkwy; W of Webb Rd.

4. County control number: 00598557

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

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

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

1. Applicant John Eck, Manager, North Webb, LLC Phone 316-258-0478
Address 13410 W Hayden St, Wichita, KS Zip Code 67235
Email Address john@eck.net

Agent K.E. Miller Engineering P.A. Phone 316-264-0242
Address 117 E Lewis St, Wichita, KS Zip Code _____
Email Address kirk@kemiller.com

2. Applicant Jeff Blubaugh Phone 316-640-0656
Address 10915 W Atlanta Cir, Wichita, KS Zip Code 67215
Email Address jeffblubaughhomes@gmail.com

3. Applicant Jerrone Castillo Phone 316-312-6697
Address 906 N Main St, Suite 2, Wichita, KS Zip Code 67203
Email Address jerronec@yahoo.com

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


Applicant's Signature BY _____ Authorized Agent (If Any)

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

**AMENDED PLANNED UNIT DEVELOPMENT OF
TIERRA VERDE SOUTH ADDITION**

PLANNED UNIT DEVELOPMENT LEGAL DESCRIPTION

LEGAL DESCRIPTION –

**TIERRA VERDE SOUTH ADDITION, A PLANNED UNIT DEVELOPMENT IN THE CITY OF
BEL AIRE, SEDGWICK COUNTY, KANSAS.**

PARCEL 1

LEGAL DESCRIPTION-

Lots 1, 4, 5, 6, 7, & 8, Block 1, and Lots 2, 3, & 4, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

1) NET AREA- ± 38.0 acres

2) GENERAL PROVISIONS-

- a) Parcel 1 is subject to all General Provisions as outlined in the Final Plat of *Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas*, as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined herein by ‘**Exhibit A**’.

3) PERMITTED USES-

Parcel 1 shall have the uses permitted in the following districts, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

- a) “R-5” Garden and Patio Homes, Townhouse and Condominium District
- b) “R-6” Multi-Family District, and including:

- i) Single-Family
- ii) Duplexes
- iii) Garden & Patio Homes
- iv) Townhomes
- v) Condominiums
- vi) Multi-Family
- vii) Churches
- viii) Day-cares
- ix) Schools
- x) Leasing Offices
- xi) Playgrounds or Community Spaces
- xii) Accessory Structures as approved by the City Manager
- c) "C-1" Neighborhood Commercial Office and Retail District, and including:
 - i) Accessory structure as approved by the City Manager
 - ii) Special Events permits approved by the City Manager
- d) "C-2" Planned Commercial District ("C-2" uses require a PUD amendment unless approved with the Master Plan for this development), and including:
 - i) Accessory structure as approved by the City Manager
 - ii) Special Events permits approved by the City Manager

4) MINIMUM SETBACKS-

Parcel 1 shall be subject to any building setback requirements as defined by the 2020 revised Bel Aire codified city code, for the respective use or underlying zoning district, unless otherwise stated below.

a) FOR PERMITTED "R-5" AND "R-6" USES:

- i) Front Building Setback – Twenty-five feet (25')
- ii) Side-Yard Building Setback – Ten feet (10')
- iii) Rear Building Setback – Twenty feet (20')

*NOTE: The building setbacks listed above are NOT in lieu of any building setbacks platted in Tierra Verde South Addition. *

b) FOR PERMITTED "C-1" AND "C-2" USES:

- i) All building setbacks shall be per the recorded plat of Tierra Verde South Addition, and per Bel Aire City Code.

5) HEIGHT & AREA REGULATIONS-

- a) Per Bel Aire City Code

6) DEVELOPMENT & PERFORMANCE REGULATIONS-

- a) Per Bel Aire City Code

PARCEL 2**LEGAL DESCRIPTION-**

Lot 3 Block 1, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

1) NET AREA- ± 7.9 acres**2) GENERAL PROVISIONS-**

- a) Parcel 2 is subject to all General Provisions as outlined in the Final Plat of *Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas*, as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined herein by **'Exhibit A'**.

3) PERMITTED USES-

Parcel 2 shall have the uses permitted in the following districts, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

- a) "R-5" Garden and Patio Homes, Townhouse and Condominium District
- b) "C-1" Neighborhood Commercial Office and Retail District, and including:
 - i) Accessory structure as approved by the City Manager
 - ii) Special Events permits approved by the City Manager
- c) "C-2" Planned Commercial District ("C-2" uses require a PUD amendment unless approved with the Master Plan for this development), and including:
 - i) Accessory structure as approved by the City Manager
 - ii) Special Events permits approved by the City Manager

4) MINIMUM SETBACKS-

Parcel 2 shall be subject to any building setback requirements as defined by the 2020 revised Bel Aire codified city code, for the respective use or underlying zoning district, unless otherwise stated below.

- a) FOR PERMITTED "R-5" USES:
 - i) Front Building Setback – Twenty-five feet (25')
 - ii) Side-Yard Building Setback – Ten feet (10')

iii) Rear Building Setback – Twenty feet (20')

*NOTE: The building setbacks listed above are NOT in lieu of any building setbacks platted in Tierra Verde South Addition. *

b) FOR PERMITTED “C-1” AND “C-2” USES:

i) All building setbacks shall be per the recorded plat of Tierra Verde South Addition, and per Bel Aire City Code.

5) HEIGHT & AREA REGULATIONS-

a) Per Bel Aire City Code

6) DEVELOPMENT & PERFORMANCE REGULATIONS-

a) Per Bel Aire City Code

PARCEL 3

LEGAL DESCRIPTION-

Lots 2 Block 1, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

1) NET AREA- ± 7.7 acres

2) GENERAL PROVISIONS-

a) Parcel 6 is subject to all General Provisions as outlined in the Final Plat of *Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas*, as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined hereon in ‘**Exhibit A**’.

3) PERMITTED USES-

Parcel 3 shall have the uses permitted in the following districts, as defined in the 2020 revised Bel Aire codified city code:

a) “C-2” Planned Commercial District (“C-2” uses require a PUD amendment unless approved with the Master Plan for this development).

4) MINIMUM SETBACKS-

a) Per the recorded plat of Tierra Verde South Addition and per Bel Aire City Code

5) HEIGHT & AREA REGULATIONS-

a) Per Bel Aire City Code

6) DEVELOPMENT & PERFORMANCE REGULATIONS-

a) Per Bel Aire City Code

PARCEL 4

LEGAL DESCRIPTION-

Lots 1 Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

1) NET AREA- ± 1.7 acres

2) GENERAL PROVISIONS-

- a) Parcel 4 is subject to all General Provisions as outlined in the Final Plat of *Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas*, as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined herein by ‘**Exhibit A**’.

3) PERMITTED USES-

Parcel 4 shall have the uses permitted in the following districts, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

- b) “R-5” Garden and Patio Homes, Townhouse and Condominium District
- c) “R-6” Multi-Family District, and including:
 - i) Single-Family
 - ii) Duplexes
 - iii) Garden & Patio Homes
 - iv) Townhomes
 - v) Condominiums
 - vi) Multi-Family
 - vii) Churches
 - viii) Day-cares
 - ix) Schools
 - x) Leasing Offices
 - xi) Playgrounds or Community Spaces
 - xii) Accessory Structures per Bel Aire City Code
- d) “C-1” Neighborhood Commercial Office and Retail District, and including:
 - i) Accessory structure per Bel Aire City Code
 - ii) Special Events permits per Bel Aire City Code
- e) “C-2” Planned Commercial District (“C-2” uses require a PUD amendment unless approved with the Master Plan for this development), and including:

- i) Accessory structure per Bel Aire City Code
- ii) Special Events permits per Bel Aire City Code

4) MINIMUM SETBACKS-

- a) Front Building Setback- Twenty-five feet (25')
- b) Side-Yard Building Setback- Twenty feet (20')
- c) Rear Building Setback – Twenty feet (20')

The aforementioned side-yard and rear yard building setbacks shall remain at the distances established above in the event that any adjacent lot is developed with any permitted "C-2" Planned Commercial District uses.

- d) The minimum building separation distance shall be twelve feet (12') for the permitted "R-6" Multi-Family District uses of "Single-Family, Duplexes, and Garden & Patio Homes." All other uses permitted in the "R-6" Multi-Family District shall follow the minimum separation requirements as outlined in the Bel Aire City Code.
- e) The Minimum Parking Setback shall be the same as required front, side and rear yards.
- f) The Minimum Paving Setback shall be ten feet (10') from all interior property lines.

5) HEIGHT & AREA REGULATIONS-

- a) The maximum building height shall be per Bel Aire City Code
- b) The Minimum Lot Area per Dwelling unit shall be two-thousand-nine-hundred-four square feet (2,904 sq ft.) allowing up to fifteen (15) dwelling units per acre.

6) DEVELOPMENT & PERFORMANCE REGULATIONS-

- a) The Minimum Number of Required Parking spaces for all two-family dwellings shall be 1.75 (spaces) per dwelling unit. No required parking is required to be enclosed.
- b) The Minimum Number of large deciduous shade or evergreen trees shall be required within the interior of each lot at a ratio of one (1) tree for every two-family dwelling
 - i) All other landscaping requirements shall be per Bel Aire City Code.

PARCEL 5

LEGAL DESCRIPTION-

Reserve "A", Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

1) NET AREA- ± 9.7 acres

2) GENERAL PROVISIONS-

- a) Parcel 5 is subject to all General Provisions as outlined in the Final Plat of *Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas*, as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined hereon in 'Exhibit A'.

3) PERMITTED USES-

- a) "Reserve "A" shall not be allowed any "R-6" Multi-family District uses. It shall be restricted to the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "C-1" Neighborhood Commercial Office & Retail District, and "C-2" Planned Commercial District."
- b) "Reserve A shall be reserved for entry monuments, landscape, irrigation, drainage and open space. Any changes to the Reserve shall be approved by the City to ensure that conveyance of storm water is preserved."

4) DEVELOPMENT & PERFORMANCE REGULATIONS-

- a) Per Bel Aire City Code

PARCEL 6**LEGAL DESCRIPTION-**

Reserves "B", "C", "D", "E", "F", "G", "H", "I", and "J", Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

- 1) NET AREA-** ± 7.7 acres

2) GENERAL PROVISIONS-

- a) Parcel 6 is subject to all General Provisions as outlined in the Final Plat of *Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas*, as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined hereon in 'Exhibit A'.

3) PERMITTED USES-

- a) "Reserves B-J shall be reserved for entry monuments, landscape, irrigation, drainage, and open space. Any changes to the Reserves shall be approved by the City to ensure that conveyance of storm water is preserved."

4) DEVELOPMENT & PERFORMANCE REGULATIONS-

- a) Per Bel Aire City Code

The terms and conditions of this Instrument, as set forth herein, shall be binding upon the City and the Developer, their successors, representatives, trustees, and assigns.

THIS INSTRUMENT is hereby executed on this _____ day of _____, 2025.

NORTH WEBB, LLC, DEVELOPER

By _____

P. JOHN ECK, MANAGER

THIS INSTRUMENT was approved by vote of the City Council of Bel Aire, Kansas on the _____ day of _____, 2025 and is hereby executed on this _____ day of _____, 2025.

MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2025, before me, a Notary Public, came P. John Eck, Manager of North Webb, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing instrument concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, for said limited liability company.

NOTARY PUBLIC

My Appointment Expires: _____

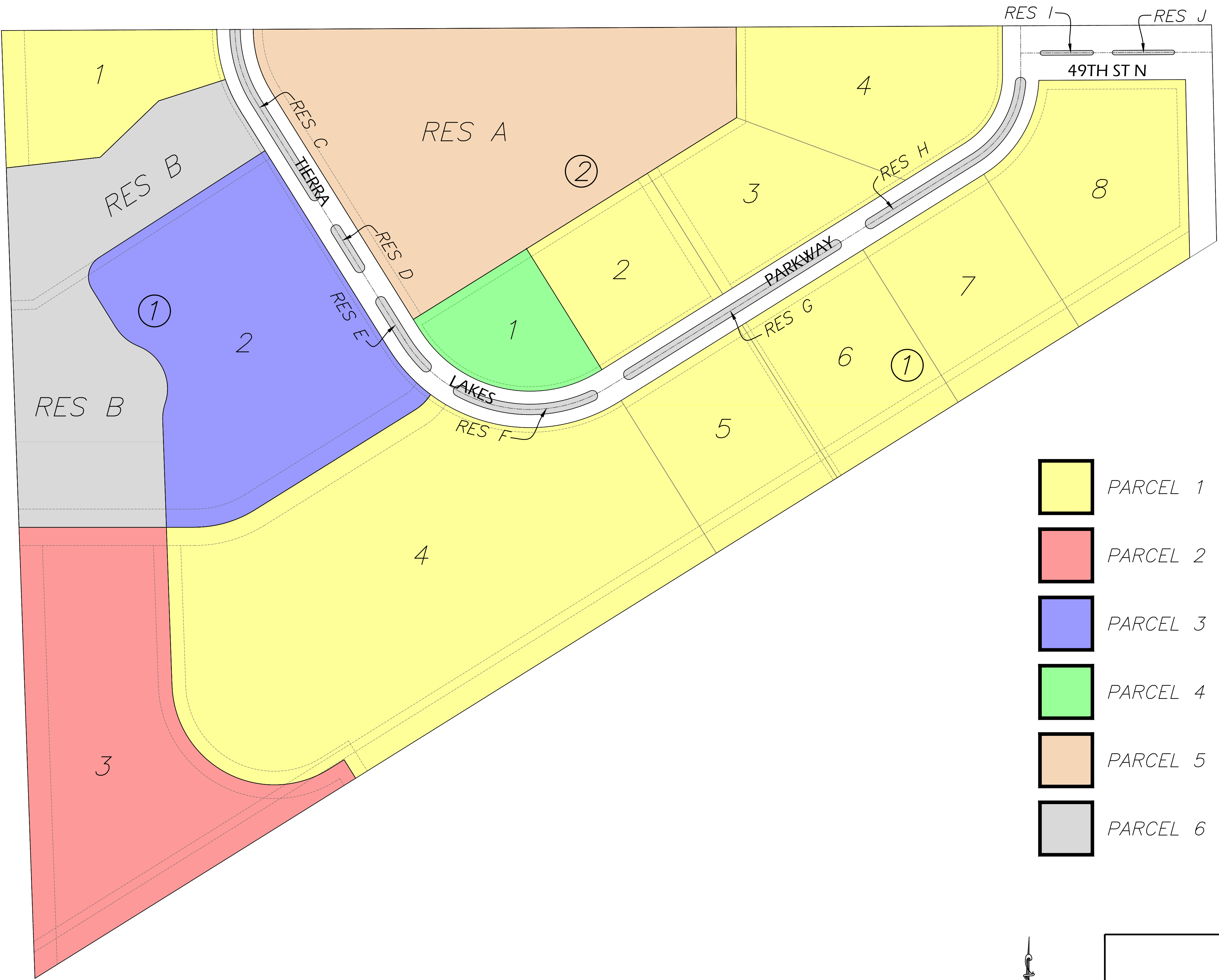
STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2025, before me, a Notary Public, came Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the foregoing instrument concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Jim Benage.

NOTARY PUBLIC

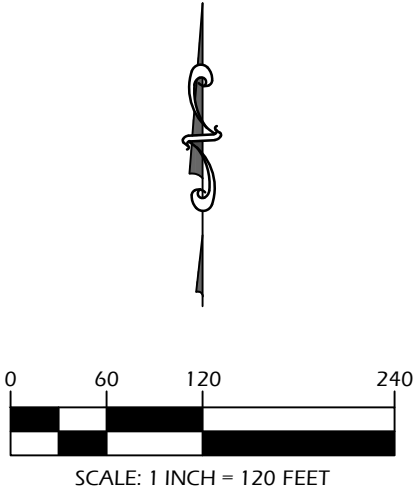
My Appointment Expires: _____

EXHIBIT 'A'



GENERAL PROVISIONS:
(PER THE RECORDED PLAT OF TIERRA VERDE SOUTH ADDITION)

1. THIS AGREEMENT ESTABLISHES THE TERMS AND CONDITIONS FOR A PLANNED UNIT DEVELOPMENT ZONING DISTRICT. THE REQUIREMENTS CONTAINED IN THIS PUD ARE IN LIEU OF ANY REQUIREMENTS CONTAINED IN THE ZONING AND SUBDIVISION REGULATIONS OF THE CITY AND COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS PUD AGREEMENT SHALL BE DEEMED IN COMPLIANCE WITH THE CITY ZONING AND SUBDIVISION REGULATIONS OF THE CITY.
2. INSTALLATION OF ALL IMPROVEMENTS SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF ALL APPLICABLE FEDERAL STATE AND LOCAL LEGISLATION, INCLUDING THE AMERICANS WITH DISABILITIES ACT. ALL INFRASTRUCTURE IMPROVEMENTS SHALL BE DETAILED ON A FINAL PLANNED UNIT DEVELOPMENT SITE PLAN, WHICH DELINEATES BUILDING LOCATIONS, AT THE TIME THE LOTS ARE DEVELOPED. SAID FINAL PLANNED UNIT DEVELOPMENT SITE PLAN (HEREIN THE "FINAL PUD SITE PLAN") SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.
3. ALL ELECTRIC POWER, PARKING LOT LIGHTS, CABLE, STREET LIGHTS AND TELEPHONE SERVICE SHALL BE INSTALLED UNDERGROUND. THE CITY SHALL APPROVE THE ENGINEERING DESIGN AND INSPECT ALL OF THE IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF TIERRA VERDE SOUTH ADDITION. ALL PUBLIC IMPROVEMENTS SHALL BE DEDICATED TO AND OWNED AND MAINTAINED BY THE CITY AND SHALL BE INSTALLED ON CITY OWNED PROPERTY OR WITHIN RIGHT-OF-WAYS OR EASEMENTS.
4. THE DEVELOPER SHALL INSTALL ALL IMPROVEMENTS DELINEATED ON THE FINAL PUD SITE PLAN, SAID IMPROVEMENTS INCLUDE, BUT ARE NOT LIMITED TO, STREETS, SIDEWALKS, WATER DISTRIBUTION SYSTEM, SANITARY SEWER SERVICE LINES, DETENTION PONDS, STORMWATER SEWER SYSTEM, DRIVEWAYS, LANDSCAPING, LIGHTING, AND UTILITIES. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY LIABILITY FROM THE DAMAGES THAT MAY OCCURS DURING CONSTRUCTION BY ON BEHALF OF THE DEVELOPER. THE DEVELOPER SHALL PAY ONE HUNDRED PERCENT (100%) OF THE COST OF ALL IMPROVEMENTS DELINEATED ON THE PUD SITE PLAN AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED.
5. WHENEVER EXISTING SANITARY OR STORM WATER SEWERS, WATER LINES, DRAINAGE CHANNELS, CULVERTS, UNDERGROUND ELECTRIC, COMMUNICATIONS, GAS LINES, PIPE LINES OR TRANSMISSION LINES ARE REQUIRED TO BE INSTALLED, LOWERED, ENCASED, OR RELOCATED DUE TO THE LOT SPLIT OR CONSTRUCTION IMPROVEMENTS REQUIRED, AND IN THE EVENT THAT IT WAS NOT KNOWN AT THE TIME OF THE LOT SPLIT APPROVAL, THE DEVELOPER OF THE CONSTRUCTION IMPROVEMENTS SHALL PAY ONE HUNDRED (100%) OF THE COST OF IMPROVEMENTS. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY LIABILITY FROM THE DAMAGES THAT MAY OCCUR DURING CONSTRUCTION.
6. ALL EASEMENTS RECORDED ON THE FACE OF THE FINAL PLAT OF TIERRA VERDE SOUTH ADDITION, AN ADDITION TO BEL AIRE, KANSAS SHALL REMAIN IN EFFECT PURSUANT TO THIS PLANNED UNIT DEVELOPMENT AGREEMENT. THE SURFACE OF SUCH EASEMENTS MAY BE USED BY THE OWNER(S) FOR DRIVEWAYS, PARKING AND LANDSCAPING, AS DELINEATED ON THE FINAL PUD SITE PLAN. SAID IMPROVEMENTS WILL BE APPROVED DURING THE CONSTRUCTION PLAN REVIEW PHASE FOR EACH BUILDING AND/OR LOT DEVELOPMENT. SAID IMPROVEMENTS ARE SUBJECT TO REMOVAL FOR ACCESS TO UTILITIES AT OWNER'S EXPENSE.
7. THE DEVELOPER SHALL PREPARE A LANDSCAPE AND STORM DRAINAGE PLAN, WHICH SHALL ADDRESS THE EFFECT OF CHANGES TO THE NATURAL ENVIRONMENT AND INCREASED DRAINAGE. SAID LANDSCAPE AND STORM DRAINAGE PLAN SHALL BE APPROVED BY THE CITY ENGINEER, ATTACHED HERETO, AND MADE A PART HEREOF AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED. AFTER APPROVAL BY THE DEVELOPER AND THE CITY ENGINEER OF SAID LANDSCAPE AND STORM DRAINAGE PLAN, THE DEVELOPER SHALL INSTALL, OR CAUSE TO BE INSTALLED, THE IMPROVEMENTS PURSUANT TO THE SAID PLAN.
8. THE DEVELOPER SHALL PREPARE A SIGNAGE PLAN THAT SHALL INCLUDE ALL FREE STANDING BUILDING SIGNAGE, WHICH SHALL BE APPROVED BY THE CITY ADMINISTRATOR, ATTACHED HERETO AND MADE A PART HEREOF AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED.
9. OUTDOOR LIGHTING SOURCES SHALL EMPLOY CUTOFF LUMINARIES TO MINIMIZED LIGHT TRESPASS AND GLARE, AND SHALL BE MOUNTED AT A HEIGHT NOT EXCEEDING ONE-HALF THE DISTANCE FROM THE NEIGHBORING LOTS, UNLESS EVIDENCE IS PROVIDED TO THE SATISFACTION OF THE ZONING ADMINISTRATOR THAT THE LIGHT SOURCE WILL BE AIMED OR SHIELDED SUCH THAT THE LIGHT SOURCE IS NOT VISIBLE FROM THE NEIGHBORING LOTS.
10. IF SCREENING EXISTS ON ANY SIDE OF A DEVELOPING PROPERTY LINE THAT MEETS OR EXCEEDS THE STANDARDS OF THE ZONING CODE, ADDITIONAL SCREENING SHALL NOT BE REQUIRED. HOWEVER, IF AT ANY TIME THE EXISTING SCREENING FAILS TO MEET THE REQUIREMENTS OF THE ZONING CODE, COMPLIANCE SHALL BE ATTAINED BY THE PROPERTY OWNERS OF THE LOT, IN THE PUD WHICH FAILS TO MEET THESE REQUIREMENTS.
11. THE DEVELOPER SHALL ENCLOSE OR CAUSE TO BE ENCLOSED ALL TRASH AND RECYCLING CONTAINERS AND SIMILAR EQUIPMENT AS SET FORTH IN THE FINAL PUD SITE PLAN AS APPROVED BY THE CITY ENGINEER AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED.
12. IN ACCORDANCE WITH THE APPROVED FINAL PUD SITE PLAN, THE CITY SHALL REQUEST INSTALLATION OF NECESSARY STREET LIGHTS BY DEVELOPER'S CONTRACTOR AND THE DEVELOPER SHALL INSTALL PARKING LOT, BUILDING LIGHTING AND SECURITY FIXTURES AS PROVIDED IN THE FINAL PUD SITE PLAN.
13. ANY REQUIRED SANITARY SEWER MAINS REQUIRED TO BE INSTALLED IN ADDITION TO THOSE MENTIONED IN #4, WILL BE THE DEVELOPER'S RESPONSIBILITY TOP CONTRACT, ENGINEER AND SHALL BE INSTALLED PER CITY STANDARDS. SAID NEW IMPROVEMENTS SHALL BE DEDICATED BY THE DEVELOPER TO THE CITY UPON APPROVAL BY THE CITY ENGINEER. THE COST OF ANY REQUIRED SANITARY SEWER MAINS SHALL BE PAID TO THE CITY AT THE TIME THE PERMIT IS APPROVED.
14. DEVELOPER SHALL CONSTRUCT A WATER SERVICE LINE TO EACH LOT. THE LOCATION OF SUCH TAP SHALL BE SHOWN ON THE FINAL PUB SITE PLAN AS APPROVED BY THE CITY ENGINEER.
15. NO DEMOLITION, SITE CLEARANCE OR CONSTRUCTION SHALL COMMENCE ON ANY PORTION OF THE TRACT OF LAND HEREIN REFERRED TO AS TIERRA VERDE SOUTH ADDITION, WITHOUT THE DEVELOPER, OR ITS DESIGNATED BUILDER, HAVING FIRST OBTAINED THE PROPER PERMITS FOR THE CITY. NO OCCUPANCY WILL BE ALLOWED OF ANY BUILDING ON SAID PROPERTY WITHOUT A VALID OCCUPANCY PERMIT FROM THE CITY.
16. A SPECIFIC PURPOSE OF THIS AGREEMENT IS TO ASSURE THAT THE NECESSARY IMPROVEMENTS ARE IN PLACE TO SUPPORT DEVELOPMENT OF THE LOTS OF LAND HEREIN REFEREED TO AS TIERRA VERDE SOUTH ADDITION. THEREFORE, THE DEVELOPER'S COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE A CONDITION PRECEDENT TO THE GRANTING OF BUILDING AND/OR OCCUPANCY PERMITS FOR THE DEVELOPMENT OF SAID PROPERTY.
17. THE DEVELOPER SHALL FILE WITH THE SEDGWICK COUNTY REGISTER OF DEEDS AN EXECUTED COPY OF THIS AGREEMENT INCLUDING THE ATTACHMENTS OF THE FINAL PUD SITE PLAN, THE LANDSCAPE AND DRAINAGE PLAN AND THE SIGNAGE PLAN ALL AS APPROVED BY THE CITY OR GOVERNING BODY.
18. UPON FULL EXECUTION HEREOF AND UPON ATTACHMENT OF THE PUD SITE PLAN, THE LANDSCAPE PLAN, THE DRAINAGE PLAN, AND THE SIGNAGE PLAN, ALL APPROVED AS PROVIDED HEREIN AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED, THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS SET FORTH HEREIN, SHALL BE BINDING UPON THE CITY AND THE DEVELOPER, THEIR SUCCESSORS, REPRESENTATIVES, TRUSTEES, AND ASSIGNS.



 KEMILLER ENGINEERING 117 E. Lewis, Wichita, KS 67202 (316)264-0242	PUD EXHIBIT				
	TIERRA VERDE SOUTH ADDITION				
	BEL AIRE, KS				
DATE 04.2025	KEM PROJ. 24105	DRAWN JMW	DESIGNED KEM	SHEET 1.0	

LEGAL DESCRIPTION:

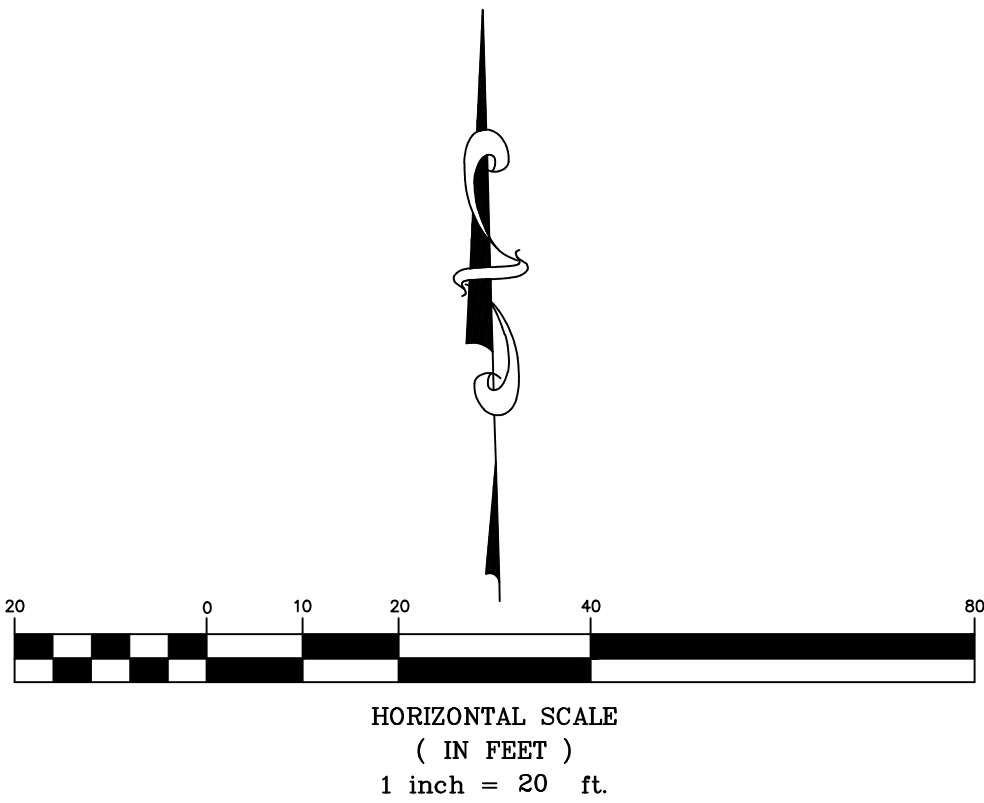
Lot 1, Block 2, Tierra Verde South Addition,
a Planned Unit Development in Bel Aire,
Sedgwick County, Kansas.

DWELLING UNITS:


- 12 proposed duplexes (24 dwelling units)

PARKING:

- 42 total spaces



Tierra Verde South Addition Duplexes
Site Plan
Bel Aire, Kansas

PROJECT NUMBER			
 KEMILLER ENGINEERING, P.A. 117 E. Lewis, Wichita, KS 67202 (316)264-0242	KEM NO. 24105	FILE	DATE 09/2024
	DESIGN KM	DRAWN JW	REVISED
	SHEET 1.0		



AFFIDAVIT OF PUBLICATION

State of Kansas, Sedgwick County, ss:

Melissa Krehbiel, City Clerk

Being first duly sworn, deposes and says:

That I, Melissa Krehbiel, City Clerk of the City of Bel Aire, Kansas, have published the attached notice on the City of Bel Aire website, www.belaireks.gov, which website is designated as the official City newspaper for the City of Bel Aire, Kansas by Charter Ordinance No. 25, effective August 6, 2024.

That the attached Official Notice of Zoning Hearing (PUD-25-01) is a true copy thereof and was published on such website beginning on the 20th day of March, 2025.

Melissa Krehbiel
Signature

SUBSCRIBED AND SWORN to before me this 7th day of April, 2025.



(seal)

Mari McElhane
Notary Public

City of Bel Aire
Melissa Krehbiel – City Clerk
7651 East Central Park Avenue
Bel Aire, Kansas 67226
316-744-2451
www.belaireks.gov

(Notification posted on www.belaireks.gov, the designated official City newspaper for the City of Bel Aire on March 20, 2025)

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on April 10, 2025, the City of Bel Aire Planning Commission will consider the following Planned Unit Development in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

PUD-25-01. Final PUD- Amended Planned Unit Development Agreement

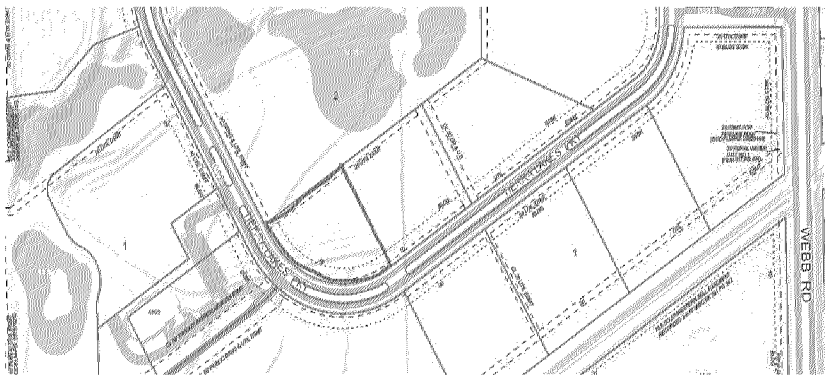
Legal Description: Lot 1, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

General Location: North of Tierra Lakes Pkwy; West of Webb Road

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

DATED this 20 day of March 2025.

/s/ Paula Downs
Bel Aire Planning Commission Secretary





OWNERSHIP LIST

PROPERTY DESCRIPTION		PROPERTY OWNER
Lot 1, Blk 2 Subject Property	Tierra Verde South Addition	North Webb, LLC PO Box 377 Attica, KS 67009
Lots 4 & 5, Blk 1 AND Lot 2, Blk 2 AND Reserve A	"	ME Enterprises IV, LLC 2101 E. 21st St. N. Wichita, KS 67214
Lot 2, Blk 1, EXC begin 458.66' SEly of NE corner of Lot 2; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin; & EXC that part of Lot 2, Blk 1, comm at N-most NE corner thereof; th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & W along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin	"	AH Property, Inc. 14726 E. 9th St. N. Wichita, KS 67230
Begin 458.66' SEly of NE cor of Lot 2, Blk 1; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin	"	North Webb, LLC PO Box 377 Attica, KS 67009



Security 1st Title

That part of Lot 2, Blk 1, comm at N-most NE corner thereof; th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & W along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin	"	Tierra Webb Properties, LLC PO Box 377 Attica, KS 67009
Reserves D, E, F, & G	"	City of Bel Aire Land Bank 7651 E. Central Park Ave. Bel Aire, KS 67226

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

Lot 1, Block 2, Tierra Verde South Addition to the City of Bel Aire, Sedgwick County, Kansas.

as shown by the last deed of record filed in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 21st day of January, 2025, at 7:00 A.M.

SECURITY 1ST TITLE

By: 

LICENSED ABSTRACTER

Order: 3113362
KJK

Tierra Verde South

May 11, 2023

Planning Commission Meeting

Agenda Documents:

- Staff Report
- PUD Application
- Legal Description
- Ownership List
- Amended Planned Unit Development Agreement
- May 11, 2023 Meeting Minutes

procedures. A final PUD must contain:

PUD 22

Section XI, Item G.

- a. Deeds of Dedication
- b. Copy of all covenants part of the preliminary PUD
- c. Evidence of ownership, financial and administrative ability as required by the terms of the preliminary PUD
- d. Evidence of satisfaction of any stipulation of the preliminary PUD
- e. Evidence of platting consistence with the Zoning Ordinance 418 and the PUD

APPLICATION

This form MUST be completed and filed at City Hall, Bel Aire, Kansas, 6751 E Central Park, Bel Aire, Kansas 67226. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED. Check the appropriate box below for type of application being submitted. A separate application and filing fee is required for each application. A preapplication conference with City Staff is recommended before filing this application.

-
- ☐ Change Zoning Districts: From: _____ to Add R-5 & R-6
- ☒ Amendments to Change Zoning Districts a portion of Tierra Verde South Addition PUD to include R-6
- ☐ Preliminary PUD _____ ☐ Preliminary PUD with plat/ zoning
- ☐ Final PUD _____ ☐ Final PUD with plat/ zoning

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City of Bel Aire Planning Commission

☐ Approved ☐ Rejected

Comments to City Council

City of Bel Aire Council

☐ Approved ☐ Rejected

Name of owner ME Enterprises IV, LLC (Masoud Etezazi)

Address 2101 E. 21st St N, Wichita, KS 67214 Telephone _____

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

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

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

2. The application area contains 57.38 +/- acres.

3. This property is located at (address) n/a which is generally
located at (relation to nearest streets) 1/2 mile north of 45th St on west side of Webb Rd

4. County control
number: PIN Nos. 598549, 598551-598557, 598559-598561, 598562

5. NAMES OF OWNERS - For land inside the city limits, an ownership list of the
names, addresses and zip codes of the owners of record of real property located within

H:\zoning forms\PUDAPPLICATION.doc 1/9/06



200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

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

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

1. Applicant	ME Enterprises IV, LLC (Masoud Etezazi)	Phone	
Address	2101 E 21st St. N, Wichita, KS	Zip Code	67214
Agent	Baughman Company, PA (Philip Meyer, LA)	Phone	316-262-7271
Address	315 Ellis St, Wichita, KS	Zip Code	67211
2. Applicant	City of Bel Aire (Land Bank)	Phone	
Address	7651 E. Central Park Ave, Bel Aire, KS	Zip Code	67226-7600
Agent	Baughman Company, PA	Phone	
Address		Zip Code	

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

x		BY	 BAUGHMAN COMPANY, PA
	Applicant's Signature		Authorized Agent (If Any)

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



TIERRA VERDE SOUTH ADDITION
PLANNED UNIT DEVELOPMENT

Amendment Application to allow R-6 Uses to the following:

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.



OWNERSHIP LIST

PROPERTY DESCRIPTION

PROPERTY OWNER

Lot 1, Blk 1 AND Lots 3 thru 8 inclusive, Blk 1 AND Lots 2, 3, & 4, Blk 2 AND Reserve A Part of Subject Property	Tierra Verde South Addition	ME Enterprises IV, LLC 2101 E. 21 st St. Wichita, KS 67214
Lot 2, Blk 1, EXC begin 458.66' SEly of NE corner of Lot 2; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin; & EXC that part of Lot 2 comm at N-most NE corner thereof, th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & Wly along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin AND Lot 1, Blk 2 AND Reserve B Part of Subject Property	“	North Webb, LLC PO Box 377 Attica, KS 67009
Begin 458.66' SEly of NE corner of Lot 2, Blk 1; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin Part of Subject Property	“	City of Bel Aire, Kansas 7651 E. Central Park Ave. Bel Aire, KS 67226

That part of Lot 2, Blk 1, comm at N-most NE corner thereof, th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & Wly along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin Part of Subject Property	“	Tierra Webb Properties, LLC PO Box 377 Attica, KS 67009
Reserves C, D, E, F, G, H, I, & J Part of Subject Property	“	City of Bel Aire, Kansas, Land Bank 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk C	Sunflower Commerce Park Addition	Webb Industrial, LLC PO Box 45 Columbus, KS 66725
Lot 1, Blk 1	Eighty-Four Lumber Addition	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
The N/2 of the SW/4, EXC that part lying N & W of MOPAC Railroad r.o.w., 21-26-2E		Webb254, LLC 833 S. East Ave. Columbus, KS 66725
The N 150' of the W 340' of the N/2 of the SW/4, EXC the W 60' for road, 21-26-2E AND Begin at the NW corner of the SW/4, th. E to MOPAC r.o.w.; th. SWly along r.o.w. to W line of SW/4; th. N to begin, EXC the W 340' of the N 150' thereof, 21-26-2E		R. Kevin Bryant & Sherlyn K. Bryant 4956 N. Webb Rd. Wichita, KS 67226
Lot 2, Blk 2 AND Lot 4, Blk 2, EXC begin at SE corner, th. SW 42.42' to W line of SE/4 of SE/4 of Sect 20-26-2E; th. N 133.99' to point on Ely line of Lot 4; th. SE 127.10' to begin AND Reserve A	Bel Aire Industrial Park Addition	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206

Reserve B	“	Security Bank of Kansas City 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk 1, EXC begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4 of Sect 20-26-2E; th. N 461.87' to Sly r.o.w. line of Union Pacific Railroad; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin AND That part of Lot 1, Blk 1, begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4 of Sect 20; th. N 461.87' to Sly r.o.w. line of Union Pacific Railroad; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin	Bel Aire Industrial Park 2nd Addition	WAM Capital Corporation 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
Lots 10 thru 14 inclus, Blk 2 AND Lots 22 thru 26 inclus, Blk 2 AND Reserve E	Sawmill Creek Addition	Sawmill Properties, LLC 9235 E. Harry, Ste. 100 Wichita, KS 67207
Lot 46, Blk 2	“	Steven L. & Amy K. Renn 8714 E. Scragg St. Wichita, KS 67226
Lot 47, Blk 2	“	David L. & Tamara S. Doan 8718 E. Scragg St. Wichita, KS 67226
Lot 1, Blk 3	“	Curtis A. & Cindy R. Nickel 8734 E. Blade St. Wichita, KS 67226
Lot 2, Blk 3	“	Larry R. & Debra J. Stene 8730 E. Blade St. Wichita, KS 67226
Lot 3, Blk 3	“	William F. Hensley, Jr. & Mary E. Hensley 8726 E. Blade St. Wichita, KS 67226

Lot 4, Blk 3	“	Vision Homes Investments, Inc. 8722 E. Blade Ct. Wichita, KS 67226
Lot 5, Blk 3	“	Scott G. & Laura N. Mossman 8718 E. Blade Ct. Wichita, KS 67226
Lot 6, Blk 3	“	Anil Amritial Bhula & Kirti Anil Bhula 8714 E. Blade Ct. Wichita, KS 67226
Lot 14, Blk 3	“	Hassan Abed Moubarak 8709 E. Scragg St. Wichita, KS 67226
Lot 15, Blk 3	“	Ahmad Moubarak 8713 E. Scragg St. Wichita, KS 67226
Lot 20, Blk 4	“	Christy J. Vasconcellos 8709 E. Millrun St. Wichita, KS 67226
Lot 21, Blk 4	“	Ricky J. & Terry L. Brittain 8713 E. Millrun St. Wichita, KS 67226
Lot 22, Blk 4	“	Asa M. & Vanessa G. Latour 8717 E. Millrun St. Wichita, KS 67226
Lot 23, Blk 4	“	Mitsunori & Hiroka Fujinuma 8721 E. Millrun St. Wichita, KS 67226
Lot 6, Blk 1	Pines at Sawmill Creek Addition	New Era III, LLC PO Box 487 Wichita, KS 67201
Lots 28 & 29, Blk A	Deer Run Addition to Bel Aire	2BD, LLC 2418 S. Hoover Wichita, KS 67215
Lot 24, Blk 1	Skyview at Block 49 Addition	JKC, LLC PO Box 10 McPherson, KS 67460
Lot 25, Blk 1	“	Artistic Builders, LLC 11000 Fremont Circle Mulvane, KS 67110

Lots 26, 27, & 28, Blk 1 AND Lot 1, Blk 5	“	C & J Investment Group, LLC 2222 SW 96 th St. Sedgwick, KS 67135
Reserve C	“	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lots 14 thru 25 inclus, Blk D	Skyview at Block 49 2 nd Addition	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lot 1, Blk 1 AND Reserve A	Skyview at Block 49 3 rd Addition	Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226

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

All of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with all of Lots 1, 2, 3, and 4, Block 2, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with all of Reserves A, B, C, D, E, F, G, H, I, and J, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas.

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

Security 1st Title, LLC

By: JoAnn Childers
Licensed Abstracter

Order: OE002489
KJK

**AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT
CONCERNING THE DEVELOPMENT
OF TIERRA VERDE SOUTH ADDITION
TO THE CITY OF BEL AIRE, KANSAS**

THIS AGREEMENT is made and entered into by and between ME ENTERPRISES IV, LLC, a Kansas Limited Liability Company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Developer desires zoning by a PUD from the City on a portion of land more fully described below and herein referred to as TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas; and

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

PURPOSE. This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, is a condition precedent to final consideration by the City of the Developer's request for approval of the final plat on a tract of land more fully described below and herein referred to as the TIERRA VERDE SOUTH ADDITION PUD project to the City of Bel Aire, Kansas.

TIERRA VERDE SOUTH ADDITION PUD PROJECT LEGAL DESCRIPTION. A portion of TIERRA VERDE SOUTH ADDITION PUD, City of Bel Aire, Kansas more particularly described as, to-wit:

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

PERMITTED USE.

The Tierra Verde South Addition to the City of Bel Aire, Kansas shall have the uses permitted in the "R-4" Single Family District, "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "R-6" Multi-Family District, "C-1" Neighborhood Commercial Office & Retail District and "C-2" Planned Commercial District, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

"R-6" Multi-Family:

- Single- Family
- Duplex
- Garden & Patio Homes
- Townhomes
- Condominiums
- Multi-Family

- Churches
- Day-care
- Schools
- Leasing office
- Playgrounds or community spaces.
- Accessory structures as approved by the city manager.

"C-1 and C-2":

- Accessory structure as approved by the City Manager.
- Special Events permits approved by the City Manager
- C-1 permitted uses as define in Chapter 7 zoning code – section 7.11 Neighborhood Commercial, Office Retail

The building setback shall be per the recorded plat of Tierra Verde South Addition. No building shall be constructed within a public utility easement.

GENERAL PROVISIONS. This agreement shall be subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. - DOC #/FLM-PG: 29092138)

PURPOSE. A specific purpose of this agreement is to assure that necessary improvements are in place to support development of the tract of land herein referred to as the Tierra Verde South Addition to the City of Bel Aire, Kansas. Therefore, the Developer's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The City reserves the right to clarify any conflicts between this document and plat.

RECORDING. The Developer shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds within 30 days of final approval and within 45 days provide City will proof of filing. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished by the Developer to the general contractor before building permits are issued.

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

THIS AGREEMENT is hereby executed on this _____ day of _____, 2023.

ME ENTERPRISES IV, LLC, DEVELOPER

MASOUD ETEAZI, MEMBER

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the _____ day of _____, 2023 and is hereby executed on this _____ day of _____, 2023.

MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2023, before me, a Notary Public, came Masoud Etezazi, Member of ME Enterprises IV, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, for said limited liability company.

NOTARY PUBLIC

My Appointment Expires: _____

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2023, before me, a Notary Public, came Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the forging Agreement Concerning the Development of TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Jim Benage.

NOTARY PUBLIC

My Appointment Expires: _____

City of Bel Aire

STAFF REPORT

DATE: 05/05/2023

TO: Bel Aire Planning Commission

FROM: Keith Price

RE: Agenda

STAFF COMMUNICATION

FOR MEETING OF	5/11/23
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:**ZON-23-01. Proposed re-zoning approximately 63+ acres zoned AG, to a M-1 Industrial Manufacturing. The current use farm ground.**

The city advertised the hearing in the Ark Valley newspaper and sent notices to the property owners within the required distance of 200 ft.

History: The land was annexed into the city during the 2002-2005 timeframe as Bel Aire was in the growth mode to prevent being landlocked.

Discussion:

All M-1 zoning requires a PUD for development. AG zoning has been a holding district for future Use. The 2018 Master growth plan and the antiquated comprehensive indicates this would be a commercial use district. M-1 is two steps from table 1.2 contained within the 2018 Master Growth Plan; commercial use category and meets the initial requirement.

Conclusion:

Staff recommends approving based on other recent zoning changes nearby for the same purpose-for the best and highest use.

PUD-23-02. Proposed document changes within the current PUD to allow single family, duplex, and multi-family. R-5 and R-6 zoning districts Tierra Verde South Addition PUD; doesn't have re-platting changes at this time. 57.38+/- acres.

The city advertised the hearing in the Ark Valley newspaper and notified property owners as required within the required distance of 200 ft.

History:

Tierra Verde started as a concept plan dividing the commercial uses from the residential use with the north addition for housing and the south addition for commercial uses in 2009 master

plan concept. The commercial uses would attempt to meet the LEED standard silver as a concept. Bio-swailes were incorporated in the drainage system. Groundbreaking for the Concierge Surgical Recovery Suites & Wellness Center--Phase I of The Healing Center at Tierra Verde was Friday, May 31, 2013.

During the first building project, the project was in foreclosure, due in part by the untimely death of Dr. George Watson.

The current business in the completed building was established in 2018 with the city on the portion of lot 4, in block 1. The building does have components to help with the LEED points total.

The majority of ground hasn't been developed in the south addition; the current plat was filed 9/21/09; that is almost 14 years without using the infrastructure installed within the development.

Discussion:

New housing is needed within Sedgwick County, there are studies to indicate that is true. Bel Aire's Master Growth Plan that was adopted indicates that is a prime objective for land once owned by the city. Table 1.2 indicates that two steps from local commercial/mixed use would be multi-family uses and allowable. Figure 3.3 describing multi-family acres in 2018 as just under 12 is antiquated with the recent platting and building. The master growth plan indicated 917 acres would be for housing of the 2,267 acres. That is 40% of the total acres available from that point in time. Many of the commercial areas already designated wouldn't be suitable for housing at this moment. Based on the land approved to date for housing since 2018 would be +/-50% of that total.

To follow the LEED design and air space concerns related to green building construction methods and quality of housing to reduce noises would be good to consider.

A good street appeal variation from recent duplex areas would help build a neighbor branding or identifier.

Conclusion:

Recommends approval of the project with the conditions once understanding of the scope of the project is determined.

PUD-23-03. Proposed PUD to allow open self-storage, warehousing, office, partial gravel parking, with basic items not pre-approved with the over-all existing PUD documents. 16+/- acres.

The city advertised the hearing in the Ark Valley newspaper and notified property owners as required within the required distance of 200 ft.

History:

SCP was platted 7/24/12 with a master plan provided with concepts. Prohibited uses:

- Food/Meat Processing
- Fuel Storage/Refinement
- Asphalt/Concrete Plants

- Correctional Facilities
- Group Homes
- Hazardous Operations
- Landfill
- Mining or Quarrying
- Oil and Gas Drilling
- Rock Crushing
- Solid Waste Incinerator
- Transfer Station
- Wrecking/Salvage Yard
- Agricultural Uses: Elevators, grain storage yard, feed lots, etc.

Discussion:

Self-storage units weren't a use listed specifically in any of the master plans for SCP. The history of Bel Aire zoning code self-storage units has required conditional use, special use, or PUD.

The landscape plan provided can be approved as a concept to follow that would need to meet the city code or be approved as proposed. The signage should be discussed and approved as proposed to ensure that it is part of the PUD; industrial uses wall signs are limited to 200s.f.and limited to 3 walls total.

Phasing of the project should be understood to know how the project will look and what to expect with landscaping and construction.

Conclusion:

Recommends approval of the project with any conditions once understanding of the scope of the project is determined.



MINUTES PLANNING COMMISSION

7651 E. Central Park Ave, Bel Aire, KS
May 11, 2023 6:30 PM



I. Call to Order

II. Roll Call

James Schmidt, David Floyd, Phillip Jordan, Dee Roths and Paul Matzek were present. John Charleston and Heath Travnichuk were 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 Minutes from Previous Meeting

Motion: Commissioner Roths made a motion to approve the minutes from April 13, 2023. Commission Jordan seconded the motion. *Motion Carried 5-0*

V. Old Business/New Business

A. ZON-23-01 - Rezoning approximately 64 acres from AG to M-1 Industrial at Southeast of K-254 and Rock Rd.

Chairman Schmidt opened the public hearing.

Representing the applicant was Phil Meyer with Baughman Company. The applicant is requesting to change the zoning of the parcel located at the southeast corner of Rock Rd and Hwy 254 in the city limits of Bel Aire from AG to M-1 Industrial. Phil explained that this is the last piece of land south of Hwy 254 to be zoned M-1. Phil stated there is no exact use for the location right now, but it is a site that Integra has looked at to expand their chip manufacturing business.

Chairman Schmidt closed the public hearing.

Several residents from the Heritage Hills subdivision in Kechi, KS spoke regarding the zoning change and concerns with traffic, lights, air quality, home values and possible environmental impacts of an industrial area. One of the main issues was the amount of additional traffic that would be present if a large industry moved into the area and the existing accidents and

possible future accidents in the area. One resident stated that it would make more sense to move the desired company to the east towards Webb Rd instead of Rock Rd. A resident wanted to ensure that the neighborhood would be in the process of all decisions made about Integra and requested that the Kechi residents in the Heritage Hills Subdivision be treated better than Bel Aire residents. One resident asked that a decision not be made during the meeting but wait until more information was available.

The Planning Commission allowed Phil Meyer from Baughman Company to speak to the concerns of the residents. He discussed the plating process and that most concerns would be taken care of during that time.

Chairman Schmidt Reopened the hearing and allowed members of the audience to ask questions. The commission fielded the questions and Chairman Schmidt stated that all the Planning Commission could do was make a recommendation to approve or deny to the Governing Body and that the Council made the final decision.

Chairman Schmidt closed the hearing again. Following the public hearing, the Planning Commission considered the evidence and discussed the following factors based on the Criteria for Review established in Section 5.2 (E) of the Zoning Regulations. A discussion was had on the factors commonly known as the Golden Factors. There were mixed reviews on the Golden Factors, some in favor of the zoning change and some opposed. Overall, the factors seemed to be divided evenly between recommendation and denial. Commissioner Jordan gave his reasonings on each of the Golden Factors with most being in favor of denial but a few being in favor of approval. Other commissioners stated that they believed the weight of some Golden Factors made them believe the change meets the criteria.

Motion: Commissioner Roths made a motion to recommend the request to re-zone property at the southeast corner of Hwy 254 and Rock Rd. containing approximately 64 acres from AG to M-1 Industrial use without changes or conditions. Chairman Schmidt seconded the motion.

Motion carried 3-2.

B. PUD-23-03 - Preliminary PUD for Dayton Freight Lines, INC in Sunflower Commerce Park Addition

Chairman Schmidt opened the public hearing.

Representing the applicant was Russ Henestofel of EMH&T. The applicant is requesting a Dayton Freight be allowed in Sunflower Commerce Park. Dayton Freight is looking to expand and the property in Lot 7 Block C of Sunflower Commerce Park addition was the proper size to have warehouse capabilities and also a space for self storage. The self-storage will be fully automated with a kiosk that allows for access. Russ stated that the square footage of the full build will be 30,000 that is expandable to 41,000 sq ft with 48 docks for freight. The operations will be a truck transfer that will have roughly 75 trucks per day when fully completed. Russ stated that it is not a 24-hour location and that most trucks will be in and out before night. One concern from Commissioner Roths was the lighting of the operation. Russ stated there will be lights along the wall to each dock but will have shields and should shine directly down to reduce light pollution.

Chairman Schmidt closed the public hearing.

The Planning Commission felt that the presentation provided, and the documents presented, were sufficient and did not have excessive amounts of discussion. There was some discussion of lights and the plans to keep the lights on site.

Motion: Commissioner Paul Matzek made a motion to accept the Preliminary PUD for Dayton Freight Lines, INC in Sunflower Commerce Park Addition as presented without changes or conditions. *Motion carried 5-0.*

- C. PUD-23-02 - Amending Zoning Districts in Tierra Verde South Addition PUD to include R-5 and R-6 Zoning

Chairman Schmidt opened the public hearing.

Representing the applicant was Phil Meyer with Baughman Company. The applicant is requesting allowing R-5 and R-6 residential in the existing Tierra Verde South Addition PUD that is currently a C-2 PUD. The request is to provide more options for development. Phil stated that the development has sat relatively vacant for a long time and the ability to do a some mixed used will benefit with the ability for variety. There is not a specific user for the properties.

The Commission allowed for citizen concern. Chuck Robinson spoke on his concern of R-6 being close to the Sawmill Creek Development that is west of Tierra Verde. He also stated that he was concerned with the possibility of a through road from Skragg St to access the property. His desire was for the Commission to consider the impact on Sawmill Creek. The next individual to speak was Keith Fort, the vice president of the HOA in Sawmill Creek. His concern was also the possibility of apartments or multi-family housing close to Sawmill Creek and the additional crime that could come with multi-family housing. He was also concerned about the increased traffic if Blade and Skragg Streets became through streets.

Chairman Schmidt closed the public hearing.

The Commission discussed the request and the possibility of selecting which lots would allow R-6 and which could be R-5 and make sure that the berm and trees remain to separate the two developments. Lot 3, the lot that is closest to Sawmill Creek, is the lot that would need special attention. Commissioner Floyd offered allowing R-4 in Lot 3 to make single family homes but taking the more intensive residential uses allowed. They discussed the the possibility of making a motion to allow the change but to keep one lot coherent to the existing PUD.

Motion: Commissioner Jordan made a motion to recommend changing the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3. Commissioner Floyd seconded the motion. *Motion Carried 5-0.*

VI. Next Meeting: Thursday, June 8 at 6:30 PM

Motion: Chairman Schmidt made a motion to approve the next meeting date of Thursday, June 8, 2023 at 6:30 p.m. Commissioner Jordan seconded the motion. *Motion Carried 5-0*

VIII. ADJOURNMENT

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

Tierra Verde South

June 20, 2023

City Council Meeting

Agenda Documents:

- Staff Report
- PUD Application
- Legal Description
- Ownership List
- Amended Planned Unit Development Agreement

City of Bel Aire, Kansas

STAFF REPORT

DATE: June 14, 2023

TO: Governing Body, City Manager

FROM: Planning Commission

RE: May 11, 2023, Planning Commission Meeting



PUD-23-02. Amending Zoning Districts in Tierra Verde South Addition PUD to include R-5 and R-6 Zoning.

The planning commission considered an amendment to the Tierra Verde PUD to allow for R-5 and R-6 Zoning (as well as C-1 as originally plated). The Commissioners studied the material provided by the applicant, including the proposed amended PUD language (attached) and other evidence presented by the representative for the applicant. The Commission conducted a public hearing on May 11, 2023, in relation to the application where interested parties and citizens were given the opportunity to be heard. There were two citizen concerns addressed during the open hearing. Both were concerned with the proximity of the development to Sawmill Creek in Wichita. There was concern that Lot 3, which abuts Sawmill Creek on the east side, could have an apartment or hotel built. They were also concerned with Skragg St becoming a through street from Sawmill to Tierra Verde.

Phil Meyer with Baughman Company spoke on behalf of the applicant and addressed concerns from citizens and the Planning Commission. He stated that a request was being made to offer more options for development in an area that has been vacant for some time. The applicant, as well as Mr. Meyer, thought that providing more options for land use could encourage development of the property. He noted that at this time, there are no specific developments or developers in mind for the area.

After the hearing was closed, the Commission spoke at length about ensuring the separation of Sawmill Creek and Tierra Verde be honored as there is a berm and tree line that separates the two developments. It was also mentioned that keeping Lot 3 as stated in the original PUD and not allowing for R-5 or R-6 use would be a good compromise. After deliberation on this opinion, it was stated that allowing R-5 would be an acceptable use in Lot 3. The commissioners agreed that this was a reasonable request as multi-family homes are located north of Tierra Verde and development of the property would benefit the city and the property owner.

After review, the Planning Commission voted (by passing a 5-0 motion) to **recommend approval to amend the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3.**

procedures. A final PUD must contain:

PUD 22

Section XI, Item G.

- a. Deeds of Dedication
- b. Copy of all covenants part of the preliminary PUD
- c. Evidence of ownership, financial and administrative ability as required by the terms of the preliminary PUD
- d. Evidence of satisfaction of any stipulation of the preliminary PUD
- e. Evidence of platting consistence with the Zoning Ordinance 418 and the PUD

APPLICATION

This form MUST be completed and filed at City Hall, Bel Aire, Kansas, 6751 E Central Park, Bel Aire, Kansas 67226. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED. Check the appropriate box below for type of application being submitted. A separate application and filing fee is required for each application. A preapplication conference with City Staff is recommended before filing this application.

-
- ☐ Change Zoning Districts: From: _____ to Add R-5 & R-6
- ☒ Amendments to Change Zoning Districts a portion of Tierra Verde South Addition PUD to include R-6
- ☐ Preliminary PUD _____ ☐ Preliminary PUD with plat/ zoning
- ☐ Final PUD _____ ☐ Final PUD with plat/ zoning

H:\zoning forms\PUDAPPLICATION.doc1/9/06

City of Bel Aire Planning Commission

☐ Approved ☐ Rejected

Comments to City Council

City of Bel Aire Council

☐ Approved ☐ Rejected

Name of owner ME Enterprises IV, LLC (Masoud Etezazi)

Address 2101 E. 21st St N, Wichita, KS 67214 Telephone _____

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

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

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

2. The application area contains 57.38 +/- acres.

3. This property is located at (address) n/a which is generally
located at (relation to nearest streets) 1/2 mile north of 45th St on west side of Webb Rd

4. County control
number: PIN Nos. 598549, 598551-598557, 598559-598561, 598562

5. NAMES OF OWNERS - For land inside the city limits, an ownership list of the
names, addresses and zip codes of the owners of record of real property located within

H:\zoning forms\PUDAPPLICATION.doc 1/9/06

200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

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

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

1. Applicant	ME Enterprises IV, LLC (Masoud Etezazi)	Phone	
Address	2101 E 21st St. N, Wichita, KS	Zip Code	67214
Agent	Baughman Company, PA (Philip Meyer, LA)	Phone	316-262-7271
Address	315 Ellis St, Wichita, KS	Zip Code	67211
2. Applicant	City of Bel Aire (Land Bank)	Phone	
Address	7651 E. Central Park Ave, Bel Aire, KS	Zip Code	67226-7600
Agent	Baughman Company, PA	Phone	
Address		Zip Code	

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

BAUGHMAN COMPANY, PA

x  BY  Authorized Agent (If Any)

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



TIERRA VERDE SOUTH ADDITION
PLANNED UNIT DEVELOPMENT

Amendment Application to allow R-6 Uses to the following:

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.



OWNERSHIP LIST

PROPERTY DESCRIPTION

PROPERTY OWNER

Lot 1, Blk 1 AND Lots 3 thru 8 inclusive, Blk 1 AND Lots 2, 3, & 4, Blk 2 AND Reserve A Part of Subject Property	Tierra Verde South Addition	ME Enterprises IV, LLC 2101 E. 21 st St. Wichita, KS 67214
Lot 2, Blk 1, EXC begin 458.66' SEly of NE corner of Lot 2; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin; & EXC that part of Lot 2 comm at N-most NE corner thereof, th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & Wly along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin AND Lot 1, Blk 2 AND Reserve B Part of Subject Property	“	North Webb, LLC PO Box 377 Attica, KS 67009
Begin 458.66' SEly of NE corner of Lot 2, Blk 1; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin Part of Subject Property	“	City of Bel Aire, Kansas 7651 E. Central Park Ave. Bel Aire, KS 67226

That part of Lot 2, Blk 1, comm at N-most NE corner thereof, th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & Wly along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin Part of Subject Property	“	Tierra Webb Properties, LLC PO Box 377 Attica, KS 67009
Reserves C, D, E, F, G, H, I, & J Part of Subject Property	“	City of Bel Aire, Kansas, Land Bank 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk C	Sunflower Commerce Park Addition	Webb Industrial, LLC PO Box 45 Columbus, KS 66725
Lot 1, Blk 1	Eighty-Four Lumber Addition	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
The N/2 of the SW/4, EXC that part lying N & W of MOPAC Railroad r.o.w., 21-26-2E		Webb254, LLC 833 S. East Ave. Columbus, KS 66725
The N 150' of the W 340' of the N/2 of the SW/4, EXC the W 60' for road, 21-26-2E AND Begin at the NW corner of the SW/4, th. E to MOPAC r.o.w.; th. SWly along r.o.w. to W line of SW/4; th. N to begin, EXC the W 340' of the N 150' thereof, 21-26-2E		R. Kevin Bryant & Sherlyn K. Bryant 4956 N. Webb Rd. Wichita, KS 67226
Lot 2, Blk 2 AND Lot 4, Blk 2, EXC begin at SE corner, th. SW 42.42' to W line of SE/4 of SE/4 of Sect 20-26-2E; th. N 133.99' to point on Ely line of Lot 4; th. SE 127.10' to begin AND Reserve A	Bel Aire Industrial Park Addition	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206

Reserve B	“	Security Bank of Kansas City 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk 1, EXC begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4 of Sect 20-26-2E; th. N 461.87' to Sly r.o.w. line of Union Pacific Railroad; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin AND That part of Lot 1, Blk 1, begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4 of Sect 20; th. N 461.87' to Sly r.o.w. line of Union Pacific Railroad; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin	Bel Aire Industrial Park 2nd Addition	WAM Capital Corporation 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
Lots 10 thru 14 inclus, Blk 2 AND Lots 22 thru 26 inclus, Blk 2 AND Reserve E	Sawmill Creek Addition	Sawmill Properties, LLC 9235 E. Harry, Ste. 100 Wichita, KS 67207
Lot 46, Blk 2	“	Steven L. & Amy K. Renn 8714 E. Scragg St. Wichita, KS 67226
Lot 47, Blk 2	“	David L. & Tamara S. Doan 8718 E. Scragg St. Wichita, KS 67226
Lot 1, Blk 3	“	Curtis A. & Cindy R. Nickel 8734 E. Blade St. Wichita, KS 67226
Lot 2, Blk 3	“	Larry R. & Debra J. Stene 8730 E. Blade St. Wichita, KS 67226
Lot 3, Blk 3	“	William F. Hensley, Jr. & Mary E. Hensley 8726 E. Blade St. Wichita, KS 67226

Lot 4, Blk 3	“	Vision Homes Investments, Inc. 8722 E. Blade Ct. Wichita, KS 67226
Lot 5, Blk 3	“	Scott G. & Laura N. Mossman 8718 E. Blade Ct. Wichita, KS 67226
Lot 6, Blk 3	“	Anil Amritlal Bhula & Kirti Anil Bhula 8714 E. Blade Ct. Wichita, KS 67226
Lot 14, Blk 3	“	Hassan Abed Moubarak 8709 E. Scragg St. Wichita, KS 67226
Lot 15, Blk 3	“	Ahmad Moubarak 8713 E. Scragg St. Wichita, KS 67226
Lot 20, Blk 4	“	Christy J. Vasconcellos 8709 E. Millrun St. Wichita, KS 67226
Lot 21, Blk 4	“	Ricky J. & Terry L. Brittain 8713 E. Millrun St. Wichita, KS 67226
Lot 22, Blk 4	“	Asa M. & Vanessa G. Latour 8717 E. Millrun St. Wichita, KS 67226
Lot 23, Blk 4	“	Mitsunori & Hiroka Fujinuma 8721 E. Millrun St. Wichita, KS 67226
Lot 6, Blk 1	Pines at Sawmill Creek Addition	New Era III, LLC PO Box 487 Wichita, KS 67201
Lots 28 & 29, Blk A	Deer Run Addition to Bel Aire	2BD, LLC 2418 S. Hoover Wichita, KS 67215
Lot 24, Blk 1	Skyview at Block 49 Addition	JKC, LLC PO Box 10 McPherson, KS 67460
Lot 25, Blk 1	“	Artistic Builders, LLC 11000 Fremont Circle Mulvane, KS 67110

Lots 26, 27, & 28, Blk 1 AND Lot 1, Blk 5	“	C & J Investment Group, LLC 2222 SW 96 th St. Sedgwick, KS 67135
Reserve C	“	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lots 14 thru 25 inclus, Blk D	Skyview at Block 49 2 nd Addition	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lot 1, Blk 1 AND Reserve A	Skyview at Block 49 3 rd Addition	Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226

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

All of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with all of Lots 1, 2, 3, and 4, Block 2, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with all of Reserves A, B, C, D, E, F, G, H, I, and J, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas.

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

Security 1st Title, LLC

By: JoAnn Childers
Licensed Abstracter

Order: OE002489
KJK

**AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT
CONCERNING THE DEVELOPMENT
OF TIERRA VERDE SOUTH ADDITION
TO THE CITY OF BEL AIRE, KANSAS**

THIS AGREEMENT is made and entered into by and between ME ENTERPRISES IV, LLC, a Kansas Limited Liability Company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Developer desires zoning by a PUD from the City on a portion of land more fully described below and herein referred to as TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas; and

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

PURPOSE. This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, is a condition precedent to final consideration by the City of the Developer's request for approval of the final plat on a tract of land more fully described below and herein referred to as the TIERRA VERDE SOUTH ADDITION PUD project to the City of Bel Aire, Kansas.

TIERRA VERDE SOUTH ADDITION PUD PROJECT LEGAL DESCRIPTION. A portion of TIERRA VERDE SOUTH ADDITION PUD, City of Bel Aire, Kansas more particularly described as, to-wit:

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

PERMITTED USE.

The Tierra Verde South Addition to the City of Bel Aire, Kansas shall have the uses permitted in the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "R-6" Multi-Family District, "C-1" Neighborhood Commercial Office & Retail District and "C-2" Planned Commercial District, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

Lot 3, Block 1, shall not be allowed any "R-6" Multi-family District uses. It shall be restricted to the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "C-1" Neighborhood Commercial Office & Retail District, and "C-2" Planned Commercial District.

"R-6" Multi-Family:

- Single- Family
- Duplex
- Garden & Patio Homes
- Townhomes
- Condominiums
- Multi-Family
- Churches
- Day-care
- Schools
- Leasing office
- Playgrounds or community spaces.
- Accessory structures as approved by the city manager.

The building setbacks for the "R-5" Garden and Patio Homes, Townhouse and Condominiums District and "R-6" Multi-Family shall be as follows: twenty-five feet (25') front yard setback; ten feet (10') side yard setback; and twenty feet (20') rear yard setback.

"C-1 and C-2":

- Accessory structure as approved by the City Manager.
- Special Events permits approved by the City Manager
- C-1 permitted uses as define in Chapter 7 zoning code – section 7.11 Neighborhood Commercial, Office Retail

The building setback for "C-1" and "C-2" shall be per the recorded plat of Tierra Verde South Addition. No building shall be constructed within a public utility easement.

GENERAL PROVISIONS. This agreement shall be subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. - DOC #/FLM-PG: 29092138)

PURPOSE. A specific purpose of this agreement is to assure that necessary improvements are in place to support development of the tract of land herein referred to as the Tierra Verde South Addition to the City of Bel Aire, Kansas. Therefore, the Developer's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The City reserves the right to clarify any conflicts between this document and plat.

RECORDING. The Developer shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds within 30 days of final approval and within 45 days provide City will proof of filing. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished by the Developer to the general contractor before building permits are issued.

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

THIS AGREEMENT is hereby executed on this _____ day of _____, 2023.

ME ENTERPRISES IV, LLC, DEVELOPER

MASOUD ETEAZI, MEMBER

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the _____ day of _____, 2023 and is hereby executed on this _____ day of _____, 2023.

MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2023, before me, a Notary Public, came Masoud Etezazi, Member of ME Enterprises IV, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, for said limited liability company.

NOTARY PUBLIC

My Appointment Expires: _____

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2023, before me, a Notary Public, came Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the forging Agreement Concerning the Development of TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Jim Benage.

NOTARY PUBLIC

My Appointment Expires: _____



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
June 20, 2023 7:00 PM



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

II. ROLL CALL

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch. Also present were City Manager Ty Lasher, Assistant City Manager Ted Henry, City Attorney Maria Schrock, Director of Public Works Marty McGee, Director of Community Development Jay Cook, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Terry Hedrick provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

- A. Minutes of the June 6, 2023 City Council meeting.**
- B. Accept Petitions for Paving, Sanitary Sewer and Water Distribution System Improvements in Arthur Heights.**
- C. Approval of three (3) Resolutions Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing and Providing For The Making Of The Improvements In Accordance With Such Findings (Paving, Sanitary Sewer System, Water Distribution System /Arthur Heights Estates).**
- D. Appointment of Maria Schrock as Bel Aire City Attorney.**
- E. Appointment of Art Tenbrink as a CCUA Alternate Board Member.**

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 23-11 in the amount of \$478,328.82

MOTION: Councilmember Smith moved to approve Appropriations Ordinance 23-11. Councilmember Davied seconded the motion. *Motion carried 5-0.*

VIII. CITY REQUESTED APPEARANCES

A. Gary O'Neal, President of the Bel Aire Area Chamber of Commerce

President Gary O'Neal gave a brief presentation about the Chamber's recent activities and successes. He requested that the Council consider allotting \$15,000 in the 2024 budget for the Chamber.

IX. CITIZEN CONCERNS: No one spoke.

X. REPORTS

A. Council Member Reports

Councilmember Hamburg reported she attended the latest meetings of the CCUA and a tour of Goodwill Industries with the Chamber.

Councilmember Smith reported on the latest meeting of the CCUA. He noted that CCUA will meet again on June 22nd and June 29th for special meetings.

Councilmember Davied reported that he attended the latest CCUA meeting, the tour of Goodwill Industries, and the K-254 meeting. He noted that there will be a public open house regarding K-254 on Tuesday, June 27th at Circle Middle School.

Councilmember Dehn reported that he also attended the tour of Goodwill Industries with the Chamber. He noted that Bel Aire will hold an Open House at the Rec Center next Tuesday. He wished everyone a safe and happy July 4th.

B. Mayor's Report

- Safewise has ranked Bel Aire as the 4th safest city in Kansas. Mayor Benage thanked police and City staff for helping Bel Aire consistently attain a high ranking with Safewise.
- He attended the tour of Goodwill Industries and encouraged residents to support Goodwill.
- Mayor Benage also attended the latest meeting of the K-254 Corridor Development Association and attended a change of command ceremony at McConnell Airforce Base.
- He encouraged residents to provide input at the meetings on June 27th for the K-254 Management Plan and Parks open house.

C. City Attorney Report

City Attorney Maria Schrock reported that she is getting oriented in her new position and thanked the council for the privilege of serving as the City Attorney.

D. City Manager Report

City Manager Lasher reported that the first Tuesday meeting of the Council has been moved from July 4th to July 11th due to the holiday. He also noted that a new fireworks ordinance will go into effect this year, expanding the number of days when detonation of fireworks is allowed.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of a bid for a lawn mower. Four Bids were received:

<u>Supplier</u>	<u>Bid</u>
Kansas Golf & Turf: Spartan KGZ-XD 60"	\$14,100
Wichita Tractor Co: Bad Boy Rogue 61"	\$13,317.10
White Star: Bobcat ZT7000 61"	\$13,517
White Star: Bobcat ZT7000 72"	\$14,351

MOTION: Councilmember Smith moved to accept the bid from Kansas Golf & Turf at a cost not to exceed \$14,100 and authorize all required signatures. Councilmember Welch seconded the motion. *Motion carried 5-0.*

B. Consideration of the Planning Commission's recommendation to Amend the Tierra Verde Planned Unit Development to allow R-5 and R-6 Zoning (PUD-23-02).

Phil Meyer, Baughman Company, represented the applicant and stood for questions from City Council. City Staff also stood for questions.

MOTION: Councilmember Hamburg moved to accept the Bel Aire Planning Commission's recommendation to amend the Tierra Verde South Addition PUD Agreement to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3, and authorize all required signatures. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

C. Consideration of a contract with InfoSend to print and mail utility bills/notices. Contract has been reviewed by City Attorney.

MOTION: Councilmember Smith moved to accept the contract with InfoSend to print and mail utility bills and notices and authorize the City Manager to sign all related documents. Councilmember Davied seconded the motion. *Motion carried 5-0.*

XII. EXECUTIVE SESSION

MOTION: Councilmember Welch moved to go into executive session for the sole purpose of discussing the subject of: Attorney-Client consultation regarding contractual obligations pursuant to KSA 75-4319 exception for attorney-client privilege. Invite the City Manager, City Attorney, Art Tenbrink and Jennifer Hill. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 8:15 p.m. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

The City Council then held an executive session. At 8:17 p.m., Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Smith moved to extend the executive session by an additional 20 minutes, with the open meeting resuming in Council Chambers at 8:37 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The City Council then returned to executive session. At 8:40 p.m., Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Welch moved to extend the executive session by an additional 15 minutes, with the open meeting resuming in Council Chambers at 8:55 p.m. Councilmember Smith seconded the motion. *Motion carried 5-0.*

The City Council then returned to executive session. At 9:00 p.m., Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

XIII. DISCUSSION AND FUTURE ISSUES


The Council briefly discussed the agenda for the July 11th workshop. There was consensus to schedule a second workshop on July 12th at 6:30 p.m.

XIV. ADJOURNMENT

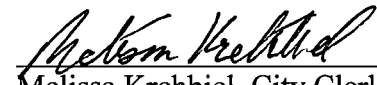
MOTION: Councilmember Welch moved to adjourn. Councilmember Davied seconded the motion. *Motion carried 5-0.*


The meeting adjourned at 9:05 p.m.

Approved by the City Council this 11th day of July, 2023.


Jim Benage, Mayor

ATTEST:


Melissa Krehbiel, City Clerk





Sedgwick County
Register of Deeds - Tonya Buckingham
Doc.#/Flm-Pg: 30253481

Section XI, Item G.

Receipt #: 2389734
Pages Recorded: 5

Recording Fee: \$89.00

Cashier: KVENATOR

Authorized By: *Tonya Buckingham*

Date Recorded: 07/26/2023 03:13:31 PM



Please do not remove this cover page, it has become part of this document

Grantor	ME ENTERPRISES IV LLC
Grantee	TIERRA VERDE SOUTH ADDITION
Type of Document	MISC.AGMT
Recording Fees	\$89.00
Mtg Reg Tax	\$0.00
Total Amount	\$89.00
Return Address	BAUGHMAN RETURNED TO CUSTOMER

**AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT
CONCERNING THE DEVELOPMENT
OF TIERRA VERDE SOUTH ADDITION
TO THE CITY OF BEL AIRE, KANSAS**

THIS AGREEMENT is made and entered into by and between ME ENTERPRISES IV, LLC, a Kansas Limited Liability Company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Developer desires zoning by a PUD from the City on a portion of land more fully described below and herein referred to as TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas; and

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

PURPOSE. This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, is a condition precedent to final consideration by the City of the Developer's request for approval of the final plat on a tract of land more fully described below and herein referred to as the TIERRA VERDE SOUTH ADDITION PUD project to the City of Bel Aire, Kansas.

TIERRA VERDE SOUTH ADDITION PUD PROJECT LEGAL DESCRIPTION. A portion of TIERRA VERDE SOUTH ADDITION PUD, City of Bel Aire, Kansas more particularly described as, to-wit:

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

PERMITTED USE.

The Tierra Verde South Addition to the City of Bel Aire, Kansas shall have the uses permitted in the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "R-6" Multi-Family District, "C-1" Neighborhood Commercial Office & Retail District and "C-2" Planned Commercial District, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

Lot 3, Block 1, shall not be allowed any "R-6" Multi-family District uses. It shall be restricted to the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "C-1" Neighborhood Commercial Office & Retail District, and "C-2" Planned Commercial District.

"R-6" Multi-Family:

- Single- Family
- Duplex
- Garden & Patio Homes
- Townhomes
- Condominiums
- Multi-Family
- Churches
- Day-care
- Schools
- Leasing office
- Playgrounds or community spaces.
- Accessory structures as approved by the city manager.

The building setbacks for the "R-5" Garden and Patio Homes, Townhouse and Condominiums District and "R-6" Multi-Family shall be as follows: twenty-five feet (25') front yard setback; ten feet (10') side yard setback; and twenty feet (20') rear yard setback.

"C-1 and C-2":

- Accessory structure as approved by the City Manager.
- Special Events permits approved by the City Manager
- C-1 permitted uses as define in Chapter 7 zoning code – section 7.11 Neighborhood Commercial, Office Retail

The building setback for "C-1" and "C-2" shall be per the recorded plat of Tierra Verde South Addition. No building shall be constructed within a public utility easement.

GENERAL PROVISIONS. This agreement shall be subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. - DOC #/FLM-PG: 29092138)

PURPOSE. A specific purpose of this agreement is to assure that necessary improvements are in place to support development of the tract of land herein referred to as the Tierra Verde South Addition to the City of Bel Aire, Kansas. Therefore, the Developer's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The City reserves the right to clarify any conflicts between this document and plat.

RECORDING. The Developer shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds within 30 days of final approval and within 45 days provide City will proof of filing. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished by the Developer to the general contractor before building permits are issued.

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

THIS AGREEMENT is hereby executed on this 25th day of July, 2023.

ME ENTERPRISES IV, LLC, DEVELOPER



MASOUD ETEZAZI, MEMBER

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the 20th day of June, 2023 and is hereby executed on this 20th day of June, 2023.





MAYOR, JIM BENAGE

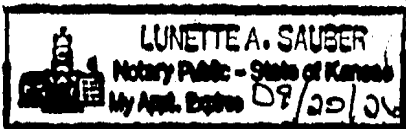


CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this 25th day of July, 2023, before me, a Notary Public, came Masoud Etezazi, Member of ME Enterprises IV, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, for said limited liability company.



Lunette A. Sauber
NOTARY PUBLIC

My Appointment Expires: 09/20/2026

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this 20 day of June, 2023, before me, a Notary Public, came Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the forging Agreement Concerning the Development of TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Jim Benage.



Tristin Terhune
NOTARY PUBLIC

My Appointment Expires: Nov. 5, 2025

Tierra Verde South

January 11, 2024

Planning Commission Meeting

Agenda Documents:

- Staff Report
- Affidavit and Notice of Publication
- PUD Application
- Legal Description
- Request for PUD Amendment
Clarification
- Ownership List
- Final Plat Pages 1-2
- Amended Planned Unit Development
Agreement

City of Bel Aire

STAFF REPORT

DATE: 01/05/2024

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

STAFF COMMUNICATION	
FOR MEETING OF	1/11/24
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

PUD-23-04. (formally PUD-23-02) Proposed document changes within the current PUD to allow single family, duplex, and multi-family. R-5 and R-6 zoning districts Tierra Verde South Addition PUD; doesn't have re-platting changes at this time. 57.38+/- acres.

The city advertised the hearing in the Ark Valley newspaper and notified property owners as required within the required distance of 200 ft.

History:

Tierra Verde started as a concept plan dividing the commercial uses from the residential use with the north addition for housing and the south addition for commercial uses in 2009 master plan concept. The commercial uses would attempt to meet the LEED standard for gold or silver as a concept. Bio-swales were incorporated in the drainage system. Groundbreaking for the Concierge Surgical Recovery Suites & Wellness Center--Phase I of The Healing Center at Tierra Verde was Friday, May 31, 2013.

During the first building project, the project was in foreclosure, due in part by the untimely death of Dr. George Watson.

The current business in the completed building was established in 2018 with the city on the portion of lot 4, in block 1. The building does have components to help with the LEED points total.

The majority of ground hasn't been developed in the south addition; the current plat was filed 9/21/09; that is almost 14 years without using the infrastructure installed within the development.

This PUD was in front of the planning commission May 11, 2023. Sawmill Creek a Wichita development in Wichita had speakers voice concerns. Through streets at Blade or Scragg Streets, elevated crime rate, Multi-family housing were the concerns listed in the minutes. Motion made and approved at the time.

Motion: Commissioner Jordan made a motion to recommend changing the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3. Commissioner Floyd seconded the motion. ***Motion Carried 5-0.***

Discussion:

New housing is needed within Sedgwick County, there are studies to indicate that is true. Bel Aire’s Master Growth Plan that was adopted indicates that is a prime objective for land once owned by the city. Table 1.2 indicates that two steps from local commercial/mixed use would be multi-family uses and allowable. Figure 3.3 describing multi-family acres in 2018 as just under 12 is antiquated with the recent platting and building. The master growth plan indicated 917 acres would be for housing of the 2,267 acres. That is 40% of the total acres available from that point in time. Many of the commercial areas already designated wouldn’t be suitable for housing at this moment. Based on the land approved to date for housing since 2018 would be +/-50% of that total.

To follow the LEED design and air space concerns related to green building construction methods and quality of housing to reduce noises would be good to consider.

A good street appeal variation from recent duplex areas would help build a neighborhood branding or identifier.

Conclusion:

Recommends approval of the project with the conditions once understanding of the scope of the project is determined. An Ordinance will need to be created to contain the PUD revisions. Replatting, if needed or required, would reflect these changes as well.

SUMMARY:

Notice is Hereby Given that on January 11, 2024; the City of Bel Aire Planning Commission will review code sections to consider an update to the Zoning Code related to adopting an update to the City 2023 Zoning Map

The city advertised the hearing in the Ark Valley newspaper as required.

Discussion:

The city received a question About Arthur Heights- After looking into the question, the Arthur Heights was zoned R-1 with the 2006 zoning map to match the 2005 adoption of the 2004 code. The basic reasons are the lot size is 1 acre and it is for housing purposes. That district heading was “R-1 Single-family Residential” and not “Rural Residential”. The title given for the R-1 since the 2004 code has been “Estate Residential”.

The 1994 map used until 2006 indicated these were R-1 zoned, 40,000 s.f. lots. Any lot under 1 acre would be allowed to continue in a non-conforming status.

The 1985 code had this as R-1- and 2-acre lot size requirement. Some of the R-1 lots were not platted as 1 acre so it created many no conforming lots, but the plat was done in the 50’s before the city was a city.

The city isn’t required to adjust zoning districts to make parcels compliant with the zoning code, but large areas have been adjusted over time to match most closely as to what was built to protect and fortify what could be rebuilt.

Staff would like to update the official zoning map annually to match changes made during zoning hearing processes throughout the year by the governing body as a codification process. This would mean that a zoning code update related to districts, new districts, new or changed boundaries would still come back to planning commission, all approved changes would be incorporated in the newly dated official zoning map.

The request motion should include updating the city official zoning map to reflect as present and any of the recently approved zoning ordinance changes. The added request is to allow updating the official map with the Bel Aire code codifications to reflect only zoning districts that have been approved by the governing body prior to the codification process.

Below is the city zoning code section revision by the 2023 codification listed on the city web site related to the city zoning map:

18.6.1. Official zoning map.

The location and boundaries of the districts established by this Zoning Code are hereby established to be as shown on a map officially designated as the Zoning District Map. The map and all the notations, references and information shown thereon are hereby made as much a part of this Zoning Code as if the same were set forth in full herein. It shall be the duty of the city clerk to keep in a file in his or her office an authentic copy of the map, all charges, amendments or additions thereto, and duplicate copies thereof shall be kept on file in the office of the Zoning Administrator and/or building inspector.

Affidavit of Publication

STATE OF KANSAS.
SEDGWICK COUNTY, ss.

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

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

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

_____, 2023 _____, 2023
_____, 2023 _____, 2023
_____, 2023 _____, 2023

Chris Strunk

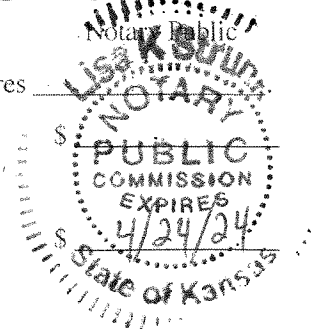
Subscribed and sworn to before me this 21st day of December, 2023.

Lisa K Sullivan

My commission expires _____

Additional copies _____

Printer's fee _____



Bel Aire public notice

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

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on January 11, 2024, the City of Bel Aire Planning Commission will consider the following PUD revision to existing document changes hearing in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

PUD-23-04. Proposed document changes within the current PUD to allow multi-family. R-5 and R-6 zoning districts Tierra Verde South Addition PUD; doesn't have re-platting changes at this time. 57.38+/- acres. Formerly, case number PUD-23-02.

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

General Location: ½ mile north of 45th on the west side of Webb Road.

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

DATED this 15 day of December, 2023.

/s/ Anne Stephens
Bel Aire Planning Commission Secretary

16. Chapter 5 of the Zoning Code has a more detail regarding Applications and procedures. A final PUD must contain:

- a. Deeds of Dedication
- b. Copy of all covenants part of the preliminary PUD
- c. Evidence of ownership, financial and administrative ability as required by the terms of the preliminary PUD
- d. Evidence of satisfaction of any stipulation of the preliminary PUD
- e. Evidence of platting consistence with the Zoning Ordinance 418 and the PUD

APPLICATION

This form MUST be completed and filed at City Hall, Bel Aire, Kansas, 6751 E Central Park, Bel Aire, Kansas 67226. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED. Check the appropriate box below for type of application being submitted. A separate application and filing fee is required for each application. A preapplication conference with City Staff is recommended before filing this application.

-
- ☐ Change Zoning Districts: From: _____ to _____
- ☒ Amendments to Change Zoning Districts a portion of Tierra Verde South Add. PUD to include R-5 and R-6
- ☐ Preliminary PUD _____ ☐ Preliminary PUD with plat/ zoning
- ☐ Final PUD ☐ Final PUD with plat/ zoning

City of Bel Aire Planning Commission

☐ Approved ☐ Rejected

Comments to City Council

City of Bel Aire Council

☐ Approved ☐ Rejected

Name of owner ME Enterprises, LLC -and- North Webb, LLC
ME Enterprises, LLC, 2101 E. 21st St, Wichita, KS 67214
Address North Webb, LLC, PO Box 377, Attica, KS 67009 Telephone _____

Agent representing the owner Baughman Company, P.A. (Philip J. Meyer, L.A.)
Address 315 Ellis St, Wichita, KS 67211 Telephone 316-262-7271

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

2. The application area contains 57.38 +/- acres.

3. This property is located at (address) n/a which is generally
located at (relation to nearest streets) 1/2 mile north of 45th St on west side of Webb Rd

4. County control
number: PIN Nos. 598549, 598551-598557, 598559-598561, 598562

5. NAMES OF OWNERS - For land inside the city limits, an ownership list of the
names, addresses and zip codes of the owners of record of real property located within

200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.



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

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

1. Applicant ME Enterprises IV, LLC (Masoud Etezazi) Phone
Address 2101 E 21st St. N, Wichita, KS Zip Code 67214
- Agent Baughman Company, PA (Philip Meyer, LA) Phone 316-262-7271
Address 315 Ellis St, Wichita, KS Zip Code 67211
2. Applicant North Webb, LLC Phone
Address PO Box 377, Attica, KS Zip Code 67009-0377
- Agent Baughman Company, PA Phone
Address same as above Zip Code
3. Applicant City of Bel Aire (Land Bank) possible Reserve A ownership
Address 7651 E. Central Park Ave, Bel Aire, KS Zip Code 67226-7600

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

BAUGHMAN COMPANY, PA

x  BY 
Applicant's Signature Authorized Agent (if Any)

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

200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

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

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

1. Applicant ME Enterprises IV, LLC (Masoud Etezazi) Phone
Address 2101 E 21st St. N, Wichita, KS Zip Code 67214
- Agent Baughman Company, PA (Philip Meyer, LA) Phone 316-262-7271
Address 315 Ellis St, Wichita, KS Zip Code 67211
2. Applicant North Webb, LLC Phone
Address PO Box 377, Attica, KS Zip Code 67009-0377
- Agent Baughman Company, PA Phone
Address same as above Zip Code
3. Applicant City of Bel Aire (Land Bank) possible Reserve A ownership
Address 7651 E. Central Park Ave, Bel Aire, KS Zip Code 67226-7600

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

x *P. J. Jank*
Applicant's Signature *Mgr Member* BY

Philip A Meyer
Authorized Agent (If Any)

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



TIERRA VERDE SOUTH ADDITION

PLANNED UNIT DEVELOPMENT

Amendment Application to allow R-6 Uses to the following:

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.



REQUEST FOR PUD AMENDMENT CLARIFICATION

This case is being filed to correct an ownership issue that occurred in the application process with the City of Bel Aire in April, 2023 (See PUD-23-02). The Applicants are not seeking to modify or make any additional changes to the PUD from that approved by the Planning Commission and City Council within the previously mentioned Application.



OWNERSHIP LIST

PROPERTY DESCRIPTION		PROPERTY OWNER
Lot 1, Blk 1 AND Lots 3 thru 8 inclusive, Blk 1 AND Lots 2, 3, & 4, Blk 2 Part of Subject Property	Tierra Verde South Addition	ME Enterprises IV, LLC 2101 E. 21st St. Wichita, KS 67214
Lot 2, Blk 1, EXC begin 458.66' SEly of NE corner of Lot 2; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin; & EXC that part of Lot 2 comm at N-most NE corner thereof; th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & W along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin AND Lot 1, Blk 2 AND Reserve B Part of Subject Property	"	North Webb, LLC PO Box 377 Attica, KS 67009
Begin 458.66' SEly of NE corner of Lot 2, Blk 1; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin Part of Subject Property	"	City of Bel Aire 7651 E. Central Park Ave. Bel Aire, KS 67226



That part of Lot 2, Blk 1, comm at N-most NE corner thereof; th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & W along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin Part of Subject Property	"	Tierra Webb Properties, LLC PO Box 377 Attica, KS 67009
Reserves A, C, D, E, F, G, H, I, & J Part of Subject Property	"	City of Bel Aire, Kansas, Land Bank 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk C	Sunflower Commerce Park Addition	Webb Industrial, LLC PO Box 45 Columbus, KS 66725
Lot 1, Blk 1	Eighty-Four Lumber Addition	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
The N/2 of the SW/4, EXC that part lying N & W of MOPAC Railroad r.o.w., 21-26-2E		Webb254, LLC 833 S. East Ave. Columbus, KS 66725
The N 150' of the W 340' of the N/2 of the SW/4, EXC the W 60' for road, 21-26-2E AND Begin at NW corner of SW/4, th. E to MOPAC r.o.w.; th. SWly along r.o.w. to W line of SW/4; th. N to begin, EXC the W 340' of the N 150' thereof, 21-26-2E		Bryant Family Trust R. Kevin Bryant & Sherlyn K. Bryant 4956 N. Webb Rd. Wichita, KS 67226
Lot 2, Blk 2 AND Reserve A	Bel Aire Industrial Park Addition	WAM Investments #11, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
Lot 4, Blk 2, EXC begin at SE corner, th. SW 42.42' to W line of SE/4 of SE/4 of Sect. 20-26-2E; th. N 133.99' to point on Ely line of Lot 4; th. SE 127.10' to begin	"	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206



Reserve B	"	Security Bank of Kansas City 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk 1, EXC begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4; th. N 461.87' to Sly r.o.w. line of Union Pacific RR; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin AND That part of Lot 1, Blk 1, begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4; th. N 461.87' to Sly r.o.w. line of Union Pacific RR; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin	Bel Aire Industrial Park 2nd Addition	WAM Investments, LLC (Prior-WAM Capital Corporation) 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
Lots 10 thru 14 inclusive, Blk 2 AND Lots 22 thru 26 inclusive, Blk 2 AND Reserve E	Sawmill Creek Addition	Sawmill Properties, LLC 9235 E. Harry, Ste. 100 Wichita, KS 67207
Lot 46, Blk 2	"	Benjamin J. & Jennifer R. Fisher 8714 E. Scragg St. Wichita, KS 67226
Lot 47, Blk 2	"	David L. & Tamara S. Doan 8718 E. Scragg St. Wichita, KS 67226
Lot 1, Blk 3	"	Curtis A. & Cindy R. Nickel 8734 E. Blade St. Wichita, KS 67226
Lot 2, Blk 3	"	Larry R. & Debra J. Stene 8730 E. Blade St. Wichita, KS 67226
Lot 3, Blk 3	"	William F. Hensley, Jr. & Mary E. Hensley 8726 E. Blade St. Wichita, KS 67226



Lot 4, Blk 3	"	Vision Homes Investments, Inc. PO Box 224 Colwich, KS 67030
Lot 5, Blk 3	"	Scott G. & Laura N. Mossman 8718 E. Blade Ct. Wichita, KS 67226
Lot 6, Blk 3	"	Anil Amritial Bhula & Kirti Anil Bhula 8714 E. Blade Ct. Wichita, KS 67226
Lot 14, Blk 3	"	Hassan Abed Moubarak 8709 E. Scragg St. Wichita, KS 67226
Lot 15, Blk 3	"	Ahmad Moubarak 8713 E. Scragg St. Wichita, KS 67226
Lot 20, Blk 4	"	Christy J. Vasconcellos 8709 E. Millrun St. Wichita, KS 67226
Lot 21, Blk 4	"	Ricky J. & Terry L. Brittain 8713 E. Millrun St. Wichita, KS 67226
Lot 22, Blk 4	"	Asa M. & Vanessa G. Latour 8717 E. Millrun St. Wichita, KS 67226
Lot 23, Blk 4	"	Mitsunori & Hiroka Fujinuma 8721 E. Millrun St. Wichita, KS 67226
Lot 6, Blk 1	Pines at Sawmill Creek Addition	New Era III, LLC PO Box 487 Wichita, KS 67201
Lots 28 & 29, Blk A	Deer Run Addition to Bel Aire	2BD, LLC 2418 S. Hoover Wichita, KS 67215



Lots 24 & 25, Blk 1	Skyview at Block 49 Addition	JKC, LLC PO Box 10 McPherson, KS 67460
Lots 26, 27, & 28, Blk 1 AND Lot 1, Blk 5	"	C & J Investment Group, LLC 2222 SW 96th St. Sedgwick, KS 67135
Reserve C	"	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lots 14, 15, & 16, Blk D	Skyview at Block 49 2nd Addition	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lots 17, 18, & 19, Blk D AND Lot 20, EXC the W 1.20' thereof, Blk D AND Lot 21, & the W 1.20' of Lot 20, Blk D AND Lot 22, & the E 2.80' of Lot 23, Blk D AND Lot 23, EXC the E 2.80' thereof; & The E 4.30' of Lot 24, Blk D AND Lot 24, EXC the E 4.30' thereof; & The E 3' of Lot 25, Blk D AND Lot 25, EXC the E 3' thereof, Blk D	"	Superior Homes, LP 3500 N. Rock Rd., Bldg. 1600 Wichita, KS 67226
Lot 1, Blk 1 AND Reserve A	Skyview at Block 49 3rd Addition	Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226



Security 1st Title

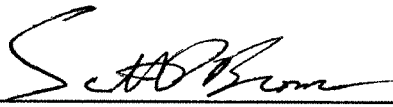
Section XI, Item G.

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

All of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with All of Lots 1, 2, 3, and 4, Block 2, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with All of Reserves A, B, C, D, E, F, G, H, I, and J, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas.

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

SECURITY 1ST TITLE

By: 

LICENSED ABTRACTER

Order: OE008635

KJK

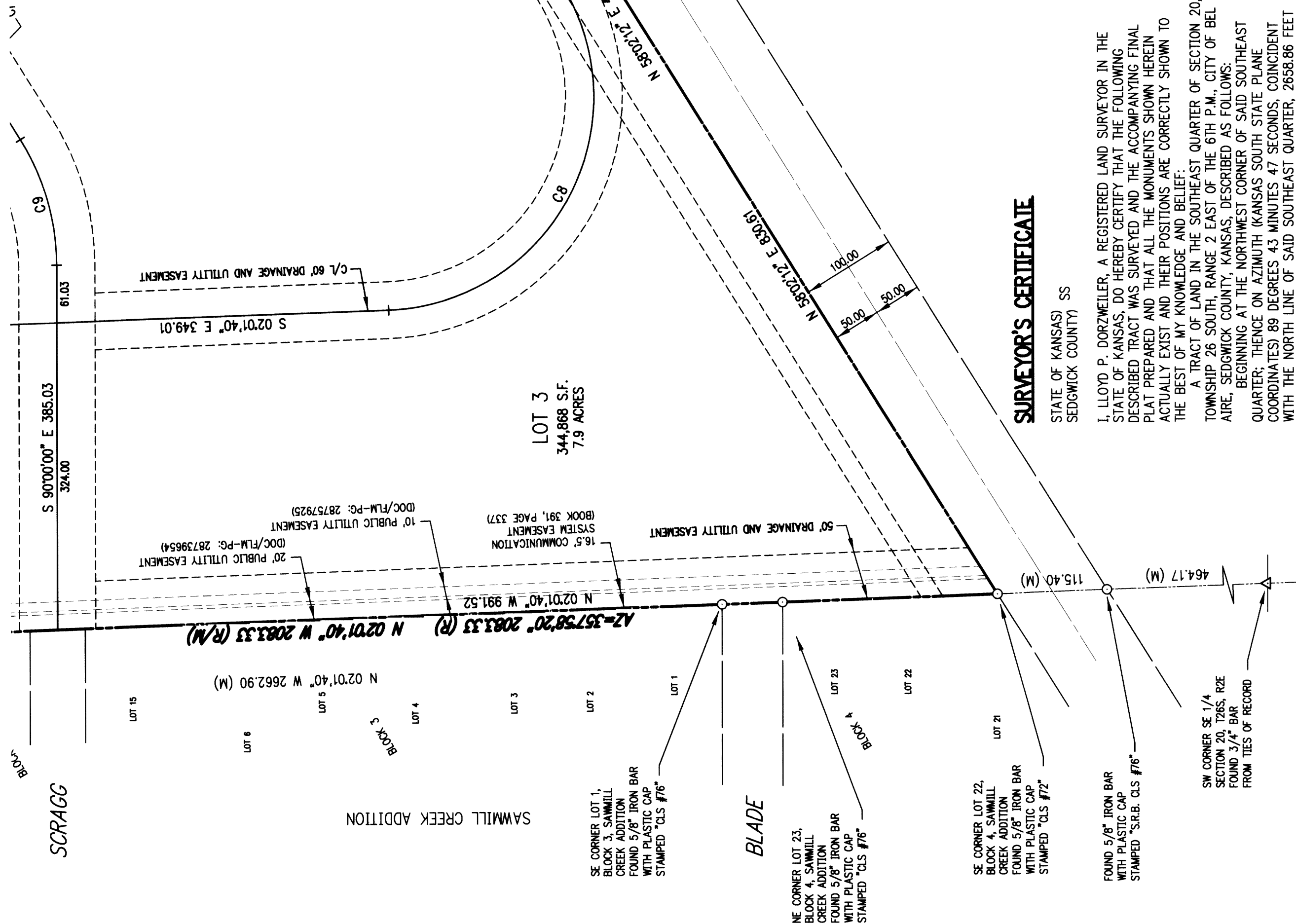
BENCHMARKS:

BM - CHISELED SQUARE IN THE NORTHWEST CORNER OF CONCRETE BASE OF THE WEST RAILROAD CROSSING SIGNAL POLE APPROXIMATELY 514.3 FEET SOUTH AND 32.9 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20, T28S, R2E. ELEVATION=1421.96 (NAVD88)

SBM-1 - CHISELED "x" IN NORTH RIM OF SANITARY SEWER MANHOLE APPROXIMATELY 20.7 FEET NORTH AND 20.4 FEET EAST OF THE SOUTHWEST CORNER OF TIERRA VERDE SOUTH ADDITION. ELEVATION=1388.21 (NAVD88)

SBM-2 - CHISELED "x" IN SOUTH RIM OF SANITARY SEWER MANHOLE APPROXIMATELY 61.4 FEET NORTH AND 24.8 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20, T28S, R2E. ELEVATION=1400.06 (NAVD88)

SBM-3 - CHISELED "x" IN EAST RIM OF SANITARY SEWER MANHOLE APPROXIMATELY 64.2 FEET NORTH AND 243.3 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20, T28S, R2E. ELEVATION=1419.21 (NAVD88)



SURVEYOR'S CERTIFICATE

I, LLOYD P. DORZWELLER, A REGISTERED LAND SURVEYOR IN THE STATE OF KANSAS, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED ON THE ACCOMPANYING PLAT INTO LOTS, BLOCKS, AND STREETS AND OTHER PUBLIC WAYS UNDER THE NAME OF "TIERRA VERDE SOUTH ADDITION", A PLANNED UNIT DEVELOPMENT IN THE CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, THENCE ON AZIMUTH KANSAS SOUTH STATE PLANE COORDINATES 89 DEGREES 43 MINUTES 47 SECONDS, COINCIDENT WITH THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD, THENCE ON AZIMUTH 178 DEGREES 39 MINUTES 32 SECONDS, COINCIDENT WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER, THENCE ON AZIMUTH 238 DEGREES 02 MINUTES 17 SECONDS, COINCIDENT WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER, THENCE ON AZIMUTH 172 DEGREES 58 MINUTES 20 SECONDS, COINCIDENT WITH THE EAST LINE OF SAMMILL CREEK, THENCE ON AZIMUTH 2083.33 FEET TO THE POINT OF BEGINNING.

LLOYD P. DORZWELLER, LS #885, SURVEYOR

LEGEND & ABBREVIATIONS

Section subdivision corner found	AZ	Azimuth
Set 1/2"x24" rebar with cap	N	North
Stamped "ALPHA CLS-184"	S	South
Record	E	East
Measured	W	West
Right of Way	S.E.	S. E. Corner
	S.F.	Square Feet
	Feet	Feet
	Minutes	Minutes
	"	Inches or Seconds

NOTARY CERTIFICATE

STATE OF KANSAS) SS
SEDGWICK COUNTY

THE FOREGOING INSTRUMENT WAS KNOWLEDGED BEFORE ME THIS 24th DAY OF SEPTEMBER, 2008, BY TERRIE CRILLOT & PAUL CAVANAUGH, PARTNERS OF TIERRA VERDE DEVELOPMENT, A KANSAS LIMITED LIABILITY COMPANY.

MY APPT. EXPIRES 11-22-11

COUNTY SURVEYOR'S CERTIFICATE

REVIEWED IN SEDGWICK COUNTY, KANSAS, 11-22-11
TRICIA L. REAGAN, LS #1446
DEPUTY COUNTY SURVEYOR

OWNER'S CERTIFICATE

STATE OF KANSAS) SS
SEDGWICK COUNTY

THIS IS TO CERTIFY THAT THE UNDERSIGNED OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED ON THE ACCOMPANYING PLAT INTO LOTS, BLOCKS, AND STREETS AND OTHER PUBLIC WAYS UNDER THE NAME OF "TIERRA VERDE SOUTH ADDITION", A PLANNED UNIT DEVELOPMENT IN THE CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, THENCE ON AZIMUTH KANSAS SOUTH STATE PLANE COORDINATES 89 DEGREES 43 MINUTES 47 SECONDS, COINCIDENT WITH THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD, THENCE ON AZIMUTH 178 DEGREES 39 MINUTES 32 SECONDS, COINCIDENT WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER, THENCE ON AZIMUTH 238 DEGREES 02 MINUTES 17 SECONDS, COINCIDENT WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER, THENCE ON AZIMUTH 172 DEGREES 58 MINUTES 20 SECONDS, COINCIDENT WITH THE EAST LINE OF SAMMILL CREEK, THENCE ON AZIMUTH 2083.33 FEET TO THE POINT OF BEGINNING.

TERRA VERDE DEVELOPMENT, LLC,
A KANSAS LIMITED LIABILITY COMPANY
TERRIE CRILLOT, PARTNER

TERRA VERDE DEVELOPMENT, LLC,
A KANSAS LIMITED LIABILITY COMPANY
PAUL CAVANAUGH, PARTNER

GOVERNING BODY CERTIFICATE

STATE OF KANSAS) SS
SEDGWICK COUNTY

THE DEDICATIONS SHOWN ON THIS PLAT, IF ANY, ARE HEREBY ACCEPTED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS ON THIS 12th DAY OF SEPTEMBER, 2008.

HAROLD SMITH, MAYOR

CITY ATTORNEY'S CERTIFICATE

STATE OF KANSAS) SS
SEDGWICK COUNTY

THIS PLAT IS APPROVED PURSUANT TO THE PROVISIONS OF K.S.A. 12-401 ON THIS 25th DAY OF SEPTEMBER, 2008.

LEE PARKER, CITY ATTORNEY

TRANSFER RECORD

ENTERED ON TRANSFER RECORD THIS 21st DAY OF September, 2008.

KAREN S. BRADLEY, CLERK

REGISTER OF DEEDS' CERTIFICATE

STATE OF KANSAS) SS
SEDGWICK COUNTY

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTRAR OF DEEDS OFFICE AT OLLUSO, OKLAHOMA, A.M. ON THIS 21st DAY OF SEPTEMBER, 2008 AND IS DULY RECORDED.

BILL MECK, REGISTER OF DEEDS

TONYA BUCKINGHAM, DEPUTY

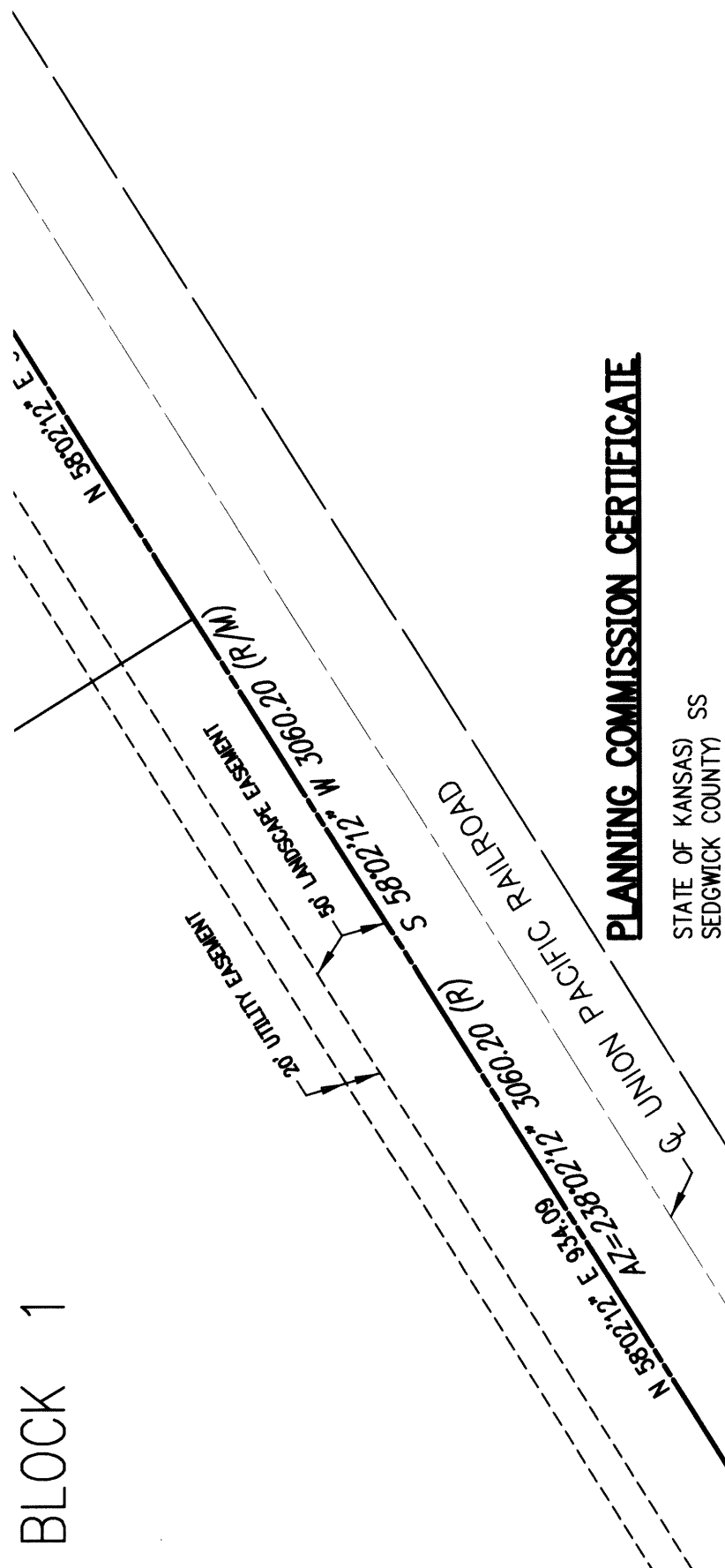
PLANNING COMMISSION CERTIFICATE

STATE OF KANSAS) SS
SEDGWICK COUNTY

THIS PLAT WAS APPROVED BY THE BEL AIRE CITY PLANNING COMMISSION ON THIS 13th DAY OF SEPTEMBER, 2008.

DARRELL ANTBERY, CHAIRMAN

BETTY WATKINS, SECRETARY



FINAL PLAT
TIERRA VERDE SOUTH ADDITION

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS
SHEET 2 OF 2



BASIS OF BEARINGS IS NAD83 GRID
KANSAS SOUTH ZONE

GENERAL PROVISIONS:

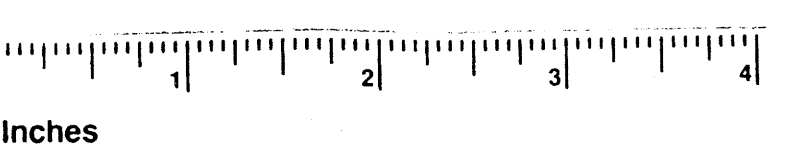
1. THIS AGREEMENT ESTABLISHES THE TERMS AND CONDITIONS FOR A PLANNED UNIT DEVELOPMENT ZONING DISTRICT. THE REQUIREMENTS CONTAINED IN THIS PUD ARE IN LIEU OF ANY REQUIREMENTS CONTAINED IN THE ZONING AND SUBDIVISION REGULATIONS OF THE CITY OF BEL AIRE, KANSAS, AND ANY CONFLICTS BETWEEN THE PUD AGREEMENT SHALL BE DECIDED IN FAVOR OF THE PUD AGREEMENT.
2. INSTALLATION OF ALL IMPROVEMENTS SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF ALL APPLICABLE FEDERAL, STATE AND LOCAL LEGISLATION, INCLUDING THE AMERICANS WITH DISABILITIES ACT. ALL INFRASTRUCTURE IMPROVEMENTS SHALL BE DETAILED ON A FINAL PLANNED UNIT DEVELOPMENT SITE PLAN WHICH DELINEATES BUILDING FOOTPRINTS, DRIVEWAYS, STREETS, PARKING, AND UTILITIES. THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER, ATTACHED HERETO AND MAKE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.
3. ALL ELECTRIC POWER, PARKING LOT LIGHTS, CABLE, STREET LIGHTS AND TELEPHONE SERVICE SHALL BE INSTALLED UNDERGROUND. THE CITY SHALL APPROVE THE ENGINEERING DESIGN AND INSPECT ALL OF THE IMPROVEMENTS PRIOR TO CONSTRUCTION. THE CITY SHALL MAINTAIN ALL IMPROVEMENTS INSTALLED ON CITY OWNED PROPERTY OR WITHIN RIGHT-OF-WAYS OR EASEMENTS.
4. THE DEVELOPER SHALL INSTALL ALL IMPROVEMENTS DELINEATED ON THE FINAL PUD SITE PLAN. SAID IMPROVEMENTS SHALL INCLUDE, BUT NOT BE LIMITED TO, WATER SEWERS, STORM SEWERS, WATER LINES, DRAINAGE CHANNELS, CULVERTS, UNDERGROUND ELECTRIC, COMMUNICATIONS, GAS LINES, PIPE LINES OR TRANSMISSION LINES ARE REQUIRED TO BE INSTALLED, LOWERED, ENCASED, OR RELOCATED DUE TO THE LOT SPLIT OR CONSTRUCTION IMPROVEMENTS REQUIRED, AND IN THE EVENT THAT IT WAS NOT KNOWN AT THE TIME OF THE LOT SPLIT APPROVAL, THE DEVELOPER OF THE CONSTRUCTION SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING UTILITIES OR IMPROVEMENTS. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY LIABILITY FROM DAMAGES THAT MAY OCCUR DURING CONSTRUCTION BY OR ON BEHALF OF THE DEVELOPER. THE DEVELOPER SHALL PAY ONE HUNDRED PERCENT (100%) OF THE COST OF ALL IMPROVEMENTS DELINEATED ON THE PUD SITE PLAN AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED.
5. WHENEVER EXISTING SANITARY OR STORM WATER SEWERS, WATER LINES, DRAINAGE CHANNELS, CULVERTS, UNDERGROUND ELECTRIC, COMMUNICATIONS, GAS LINES, PIPE LINES OR TRANSMISSION LINES ARE REQUIRED TO BE INSTALLED, LOWERED, ENCASED, OR RELOCATED DUE TO THE LOT SPLIT OR CONSTRUCTION IMPROVEMENTS REQUIRED, AND IN THE EVENT THAT IT WAS NOT KNOWN AT THE TIME OF THE LOT SPLIT APPROVAL, THE DEVELOPER OF THE CONSTRUCTION SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING UTILITIES OR IMPROVEMENTS. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY LIABILITY FROM DAMAGES THAT MAY OCCUR DURING CONSTRUCTION.
6. ALL EASEMENTS RECORDED ON THE FACE OF THE FINAL PLAT OF TIERRA VERDE SOUTH ADDITION, AN ADDITION TO BEL AIRE, KANSAS, SHALL REMAIN IN FULL FORCE AND EFFECT. THE DEVELOPER SHALL MAINTAIN ALL EASEMENTS DELINEATED ON THE FINAL PUD SITE PLAN. SAID IMPROVEMENTS SHALL BE APPROVED DURING THE CONSTRUCTION PLAN REVIEW PHASE FOR EACH BUILDING AND/OR LOT DEVELOPMENT. SAID IMPROVEMENTS ARE SUBJECT TO REMOVAL FOR ACCESS TO UTILITIES AT OWNER'S EXPENSE.
7. THE DEVELOPER SHALL PREPARE A LANDSCAPE AND STORM DRAINAGE PLAN WHICH SHALL ADDRESS THE EFFECT OF THE LOT SPLIT ON EXISTING LANDSCAPE AND STORM DRAINAGE. SAID LANDSCAPE AND STORM DRAINAGE PLAN SHALL BE APPROVED BY THE CITY ENGINEER, ATTACHED HERETO, AND MADE A PART HEREOF AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED. AFTER APPROVAL BY THE DEVELOPER AND THE CITY ENGINEER OF SAID LANDSCAPE AND STORM DRAINAGE PLAN, THE DEVELOPER SHALL INSTALL, OR CAUSE TO BE INSTALLED, THE IMPROVEMENTS PURSUANT TO THE SAID PLAN.
8. THE DEVELOPER SHALL PREPARE A SIGNAGE PLAN THAT SHALL INCLUDE ALL FREE STANDING AND BUILDING SIGNAGE, WHICH SHALL BE APPROVED BY THE CITY ADMINISTRATOR, ATTACHED HERETO AND MADE A PART HEREOF AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED.
9. OUTDOOR LIGHTING SOURCES SHALL EMPLOY CUTOFF LUMINAIRES TO MINIMIZE LIGHT TRESPASS AND GLARE AND SHALL BE MOUNTED AT A HEIGHT NOT EXCEEDING ONE-HALF THE DISTANCE FROM THE NEIGHBORING LOTS UNLESS EVIDENCE IS PROVIDED TO THE SATISFACTION OF THE ZONING ADMINISTRATOR THAT THE LIGHT SOURCE WILL BE AIMED OR SHIELDED SUCH THAT THE LIGHT SOURCE IS NOT VISIBLE FROM THE NEIGHBORING LOTS.
10. IF SCREENING EXISTS ON ANY SITE OF A DEVELOPING PROPERTY LINE THAT MEETS OR EXCEEDS THE STANDARDS OF THE ZONING CODE, SCREENING SHALL NOT BE REQUIRED. HOWEVER, IF AT ANY TIME THE EXISTING SCREENING FAILS TO MEET THE REQUIREMENTS OF THE ZONING CODE, COMPLIANCE SHALL BE ATTAINED BY THE PROPERTY OWNERS OF THE LOT, IN THE PUD WHICH FAILS TO MEET THESE REQUIREMENTS.
11. THE DEVELOPER SHALL ENCLOSE OR CAUSE TO BE ENCLOSED ALL TRASH AND RECYCLING CONTAINERS AND SIMILAR DEBRIS IN A CONTAINER THAT SHALL BE APPROVED BY THE CITY ENGINEER AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED.
12. IN ACCORDANCE WITH THE APPROVED FINAL PUD SITE PLAN, THE CITY SHALL REQUEST INSTALLATION OF NECESSARY STREET LIGHTS BY DEVELOPER'S CONTRACTOR AND THE DEVELOPER SHALL INSTALL PARKING LOT, BUILDING LIGHTING AND SECURITY FIXTURES AS PROVIDED IN THE FINAL PUD SITE PLAN.
13. ANY REQUIRED SANITARY SEWER MAINS REQUIRED TO BE INSTALLED IN ADDITION TO THOSE MENTIONED IN #4, WILL BE THE DEVELOPER'S RESPONSIBILITY TO CONTRACT, ENGINEER AND SHALL BE INSTALLED PER CITY STANDARDS. SAID NEW IMPROVEMENTS SHALL BE DEDICATED BY THE DEVELOPER TO THE CITY UPON APPROVAL BY THE CITY ENGINEER. THE COST OF ANY REQUIRED SANITARY SEWER MAINS SHALL BE PAID TO THE CITY AT THE TIME THE PERMIT IS APPROVED.
14. DEVELOPER SHALL CONSTRUCT A WATER SERVICE LINE TO EACH LOT. THE LOCATION OF SUCH TAP SHALL BE SHOWN ON THE FINAL PUD SITE PLAN AS APPROVED BY THE CITY ENGINEER.
15. NO DEMOLITION, SITE CLEARANCE OR CONSTRUCTION SHALL COMMENCE ON ANY PORTION OF THE TRACT OF LAND HEREIN REFERRED TO AS TIERRA VERDE SOUTH ADDITION, WITHOUT THE DEVELOPER OR ITS DESIGNATED BUILDER, HAVING FIRST OBTAINED A VALID OCCUPANCY PERMIT FROM THE CITY OF BEL AIRE, KANSAS. NO CONSTRUCTION SHALL BE ALLOWED ON ANY PORTION OF THE TRACT WITHOUT A VALID OCCUPANCY PERMIT FROM THE CITY.
16. A SPECIFIC PURPOSE OF THIS AGREEMENT IS TO ASSURE THAT NECESSARY IMPROVEMENTS ARE IN PLACE TO SUPPORT DEVELOPMENT OF THE LOTS OF LAND HEREIN REFERRED TO AS TIERRA VERDE SOUTH ADDITION. THEREFORE, THE DEVELOPER'S COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE A CONDITION PRECEDENT TO THE GRANTING OF BUILDING AND/OR OCCUPANCY PERMITS FOR DEVELOPMENT ON SAID PROPERTY.
17. THE DEVELOPER SHALL FILE WITH THE SEDGWICK COUNTY REGISTER OF DEEDS AN EXECUTED COPY OF THIS AGREEMENT INCLUDING THE ATTACHMENTS OF THE FINAL PUD SITE PLAN, THE LANDSCAPE AND DRAINAGE PLAN AND THE SIGNAGE PLAN ALL AS APPROVED BY THE CITY OR GOVERNING BODY.
18. UPON FULL EXECUTION HEREOF AND UPON ATTACHMENT OF THE PUD SITE PLAN, THE LANDSCAPE PLAN, THE DRAINAGE PLAN, AND THE SIGNAGE PLAN, ALL APPROVED AS PROVIDED HEREIN AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED, THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS SET FORTH HEREIN, SHALL BE BINDING UPON THE CITY AND THE DEVELOPER, THEIR SUCCESSORS, REPRESENTATIVES, TRUSTEES, AND ASSIGNS.

Alpha Land Surveys, Inc.
ONE EAST NINTH AVENUE
HITCHCOCK, KANSAS 67861
PH: (620) 728-6002 FAX: (620) 728-6410



This digital plat record accurately reproduces in all details the original plat filed with the Sedgwick County Register of Deeds. Digitized under the supervision of Register of Deeds Bill Meek by Sedgwick County Geographic Information Systems.

Bill Meek, Register of Deeds
Digitized rendition of original signature

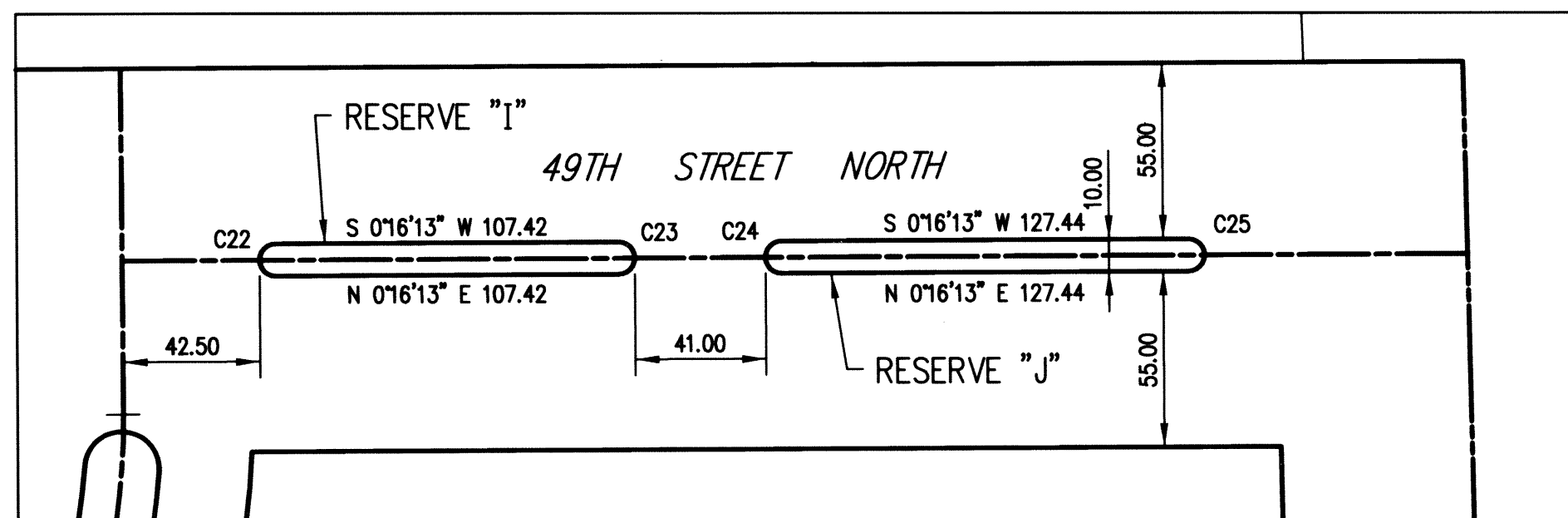


PC 216-10B

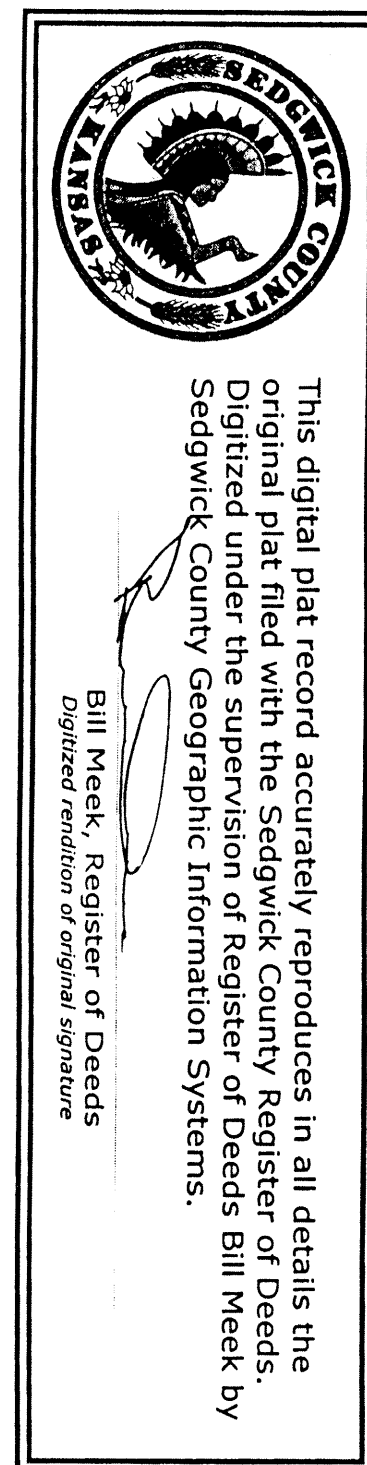
FINAL PLAT

TIERRA VERDE SOUTH ADDITION

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS
PAGE 1 OF 2



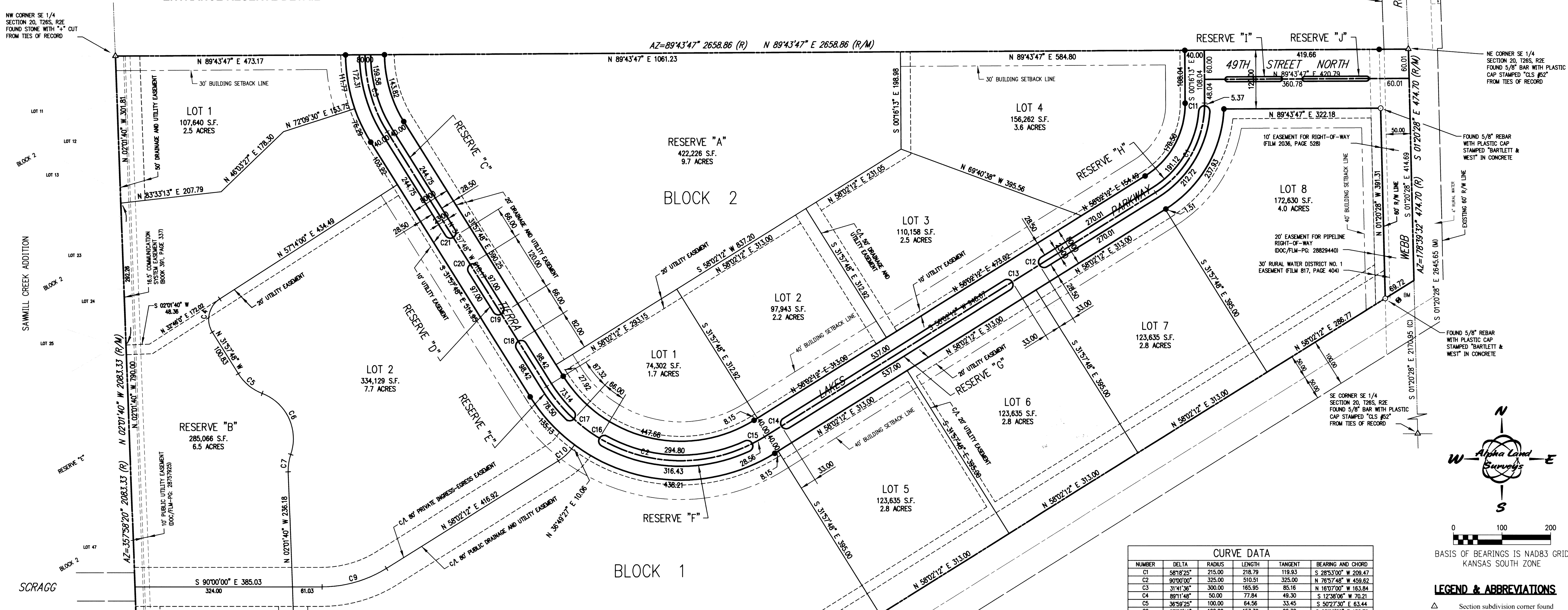
ENTRANCE RESERVE DETAIL



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Inches
1 2 3 4

Inches
1 2 3 4



RESERVE NOTES:

RESERVES A AND B ARE PLATTED FOR A LAKE, DRAINAGE, SIDEWALKS, MONUMENTS, LANDSCAPING, IRRIGATION, OPEN SPACE AND BERMING. RESERVES C, D, E, F, G, H, I AND J ARE PLATTED FOR MONUMENTS, LANDSCAPING, IRRIGATION AND OPEN SPACE.

THE RESERVES SHALL BE OWNED AND MAINTAINED BY THE LOT OWNERS OR HOME OWNER'S ASSOCIATION.

THE STREETS ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC.

A DRAINAGE PLAN HAS BEEN DEVELOPED FOR THIS PLAT AND ALL DRAINAGE EASEMENTS, RIGHT-OF-WAY AND RESERVES SHALL REMAIN AT ESTABLISHED GRADES OR AS MODIFIED WITH THE APPROVAL OF THE APPLICABLE CITY OR COUNTY ENGINEER AND UNOBSTRUCTED TO ALLOW FOR THE CONVEYANCE OF STORM WATER.

LEED DESIGN CRITERIA:

- IT IS THE INTENT OF THE DEVELOPER(S) FOR TIERRA VERDE DEVELOPMENT TO DESIGN A SUSTAINABLE PROJECT USING DESIGN CRITERIA FROM THE MOST CURRENT VERSION OF THE LEED ND (NEIGHBORHOOD DEVELOPMENT) RATING SYSTEM. ALL PROPOSED INDIVIDUAL SITE DESIGNS SHALL BE REVIEWED AND APPROVED BY THE DEVELOPER'S LEED REVIEW TEAM TO ENSURE SITE PROJECTS CONFORM TO THE LEED ND DESIGN PRINCIPLES. THE FOLLOWING LEED ND DESIGN ITEMS SHALL BE APPLIED TO ALL DEVELOPMENT WITHIN THE PUD.

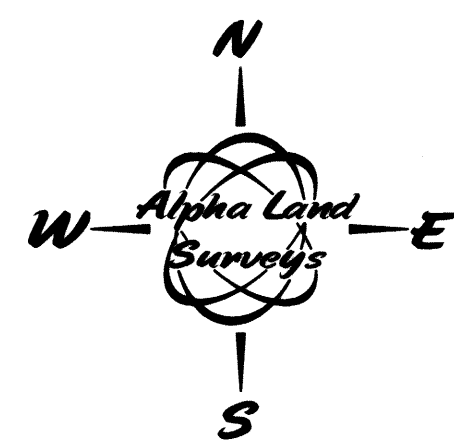
- THE POSTED SPEED LIMIT FOR RESIDENTIAL AREAS WITHIN THE DEVELOPMENT SHALL BE A MAXIMUM OF 20 MPH.
- THE POSTED SPEED LIMIT FOR ALL NON-RESIDENTIAL AREAS OR MIXED USE AREAS SHALL BE 25 MPH.
- MINIMUM 4' WIDE SIDEWALKS SHALL BE REQUIRED ON BOTH SIDES OF THE STREET RIGHT-OF-WAY WITH THE OUTSIDE EDGE OF THE SIDEWALK BEING PARALLEL TO AND ADJACENT TO THE RIGHT-OF-WAY LINE.
- NO VEHICULAR PARKING IS ALLOWED WITHIN THE STREET RIGHT-OF-WAY.
- ALL STREETS AND PEDESTRIAN SIDEWALKS OR OTHER PATHWAYS OF TRAVEL ARE AVAILABLE FOR GENERAL PUBLIC USE AND SHALL NOT BE GATED.

CLOSURE COMPUTATION:

N: 1718280.17 E: 1677935.82
LINE COURSE: AZ=89°43'47" LENGTH: 2658.86
N: 1718292.71 E: 1680594.65
LINE COURSE: AZ=178°39'32" LENGTH: 474.70
N: 1717818.14 E: 1680605.76
LINE COURSE: AZ=238°02'12" LENGTH: 3060.20
N: 1716198.15 E: 1678009.53
LINE COURSE: AZ=357°58'20" LENGTH: 2083.33
N: 1718280.17 E: 1677935.81

AREA: 77.901 ACRES 3,393,368 S.F.
PERIMETER: 8277.09
ERROR OF CLOSURE: 0.0100
ERROR OF CLOSURE COURSE: AZ=44°19'10"
ERROR NORTH: 0.0000 ERROR EAST: -0.0100
PRECISION 1: 827826

NUMBER	DELTA	RADIUS	LENGTH	TANGENT	BEARING AND CHORD
C1	58°18'25"	215.00	218.79	119.93	S 28°33'00" W 208.47
C2	90°00'00"	325.00	510.51	325.00	N 76°57'48" W 458.62
C3	31°41'36"	300.00	165.95	85.16	N 16°07'00" W 163.84
C4	89°11'48"	50.00	77.84	49.30	S 12°38'08" W 70.21
C5	36°59'23"	100.00	64.56	33.45	S 50°27'30" E 63.44
C6	87°53'10"	100.00	153.39	96.38	S 20°02'38" E 138.79
C7	20°57'37"	100.00	36.58	18.50	S 08°27'09" W 36.38
C8	119°56'08"	225.00	470.99	389.21	S 61°59'44" E 389.59
C9	31°57'48"	250.00	139.47	71.60	N 74°01'06" E 137.66
C10	21°24'45"	100.00	37.02	18.73	N 47°25'48" E 36.81
C11	180°00'00"	11.50	36.13	INFINITE	S 85°40'28" E 23.00
C12	180°00'00"	11.50	36.13	INFINITE	S 31°57'48" E 23.00
C13	180°00'00"	11.50	36.13	INFINITE	S 31°57'48" E 23.00
C14	180°00'00"	11.50	36.13	INFINITE	S 31°57'48" E 23.00
C15	180°00'00"	11.50	36.13	INFINITE	S 24°54'00" E 23.00
C16	180°00'00"	11.50	36.13	INFINITE	S 28°58'43" W 23.00
C17	180°00'00"	11.50	36.13	INFINITE	S 44°40'11" W 23.00
C18	180°00'00"	11.50	36.13	INFINITE	S 58°02'12" W 23.00
C19	180°00'00"	11.50	36.13	INFINITE	S 58°02'12" W 23.00
C20	180°00'00"	11.50	36.13	INFINITE	S 58°02'12" W 23.00
C21	180°00'00"	11.50	36.13	INFINITE	S 58°02'12" W 23.00
C22	180°00'00"	5.00	15.71	INFINITE	S 00°16'13" E 10.00
C23	180°00'00"	5.00	15.71	INFINITE	S 00°16'13" E 10.00
C24	180°00'00"	5.00	15.71	INFINITE	S 00°16'13" E 10.00
C25	180°00'00"	5.00	15.71	INFINITE	S 00°16'13" E 10.00



0 100 200
BASIS OF BEARINGS IS NAD83 GRID
KANSAS SOUTH ZONE

LEGEND & ABBREVIATIONS

- △ Section subdivision corner found
- Survey monument found
- Set 1/2"x24" rebar with cap stamped "ALPHA CLS-184"
- C. Calculated
- R. Record
- M. Measured
- R/W Right of Way
- AZ. Azimuth
- N. North
- S. South
- E. East
- W. West
- S.F. Square Feet
- ° Degrees
- ' Feet or Minutes
- " Inches or Seconds

Alpha Land Surveys, Inc.
ONE EAST NINTH AVENUE
HUTCHINSON, KANSAS 67501
PH: (620) 728-0012 FAX: (620) 728-0413

PC 216-10B

**AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT
CONCERNING THE DEVELOPMENT
OF TIERRA VERDE SOUTH ADDITION
TO THE CITY OF BEL AIRE, KANSAS**

THIS AGREEMENT is made and entered into by and between ME ENTERPRISES IV, LLC, a Kansas Limited Liability Company, and NORTH WEBB, LLC, a Kansas Limited Liability Company, hereinafter collectively referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Developer desires zoning by a PUD from the City on a portion of land more fully described below and herein referred to as TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas; and

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

PURPOSE. This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, is a condition precedent to final consideration by the City of the Developer's request for approval of the final plat on a tract of land more fully described below and herein referred to as the TIERRA VERDE SOUTH ADDITION PUD project to the City of Bel Aire, Kansas.

TIERRA VERDE SOUTH ADDITION PUD PROJECT LEGAL DESCRIPTION. A portion of TIERRA VERDE SOUTH ADDITION PUD, City of Bel Aire, Kansas more particularly described as, to-wit:

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

PERMITTED USE.

The Tierra Verde South Addition to the City of Bel Aire, Kansas shall have the uses permitted in the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "R-6" Multi-Family District, "C-1" Neighborhood Commercial Office & Retail District and "C-2" Planned Commercial District, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

Lot 3, Block 1, shall not be allowed any "R-6" Multi-family District uses. It shall be restricted to the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "C-1" Neighborhood Commercial Office & Retail District, and "C-2" Planned Commercial District.

"R-6" Multi-Family:

- Single- Family
- Duplex
- Garden & Patio Homes
- Townhomes
- Condominiums
- Multi-Family
- Churches
- Day-care
- Schools
- Leasing office
- Playgrounds or community spaces.
- Accessory structures as approved by the city manager.

The building setbacks for the "R-5" Garden and Patio Homes, Townhouse and Condominiums District and "R-6" Multi-Family shall be as follows: twenty-five feet (25') front yard setback; ten feet (10') side yard setback; and twenty feet (20') rear yard setback.

"C-1 and C-2":

- Accessory structure as approved by the City Manager.
- Special Events permits approved by the City Manager
- C-1 permitted uses as define in Chapter 7 zoning code – section 7.11 Neighborhood Commercial, Office Retail

The building setback for "C-1" and "C-2" shall be per the recorded plat of Tierra Verde South Addition. No building shall be constructed within a public utility easement.

GENERAL PROVISIONS. This agreement shall be subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. - DOC #/FLM-PG: 29092138)

PURPOSE. A specific purpose of this agreement is to assure that necessary improvements are in place to support development of the tract of land herein referred to as the Tierra Verde South Addition to the City of Bel Aire, Kansas. Therefore, the Developer's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The City reserves the right to clarify any conflicts between this document and plat.

RECORDING. The Developer shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds within 30 days of final approval and within 45 days provide City will proof of filing. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished by the Developer to the general contractor before building permits are issued.

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

THIS AGREEMENT is hereby executed on this _____ day of _____, 2024.

ME ENTERPRISES IV, LLC, DEVELOPER

MASOUD ETEZAZI, MEMBER

NORTH WEBB, LLC, DEVELOPER

P. JOHN ECK, MANAGER

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the _____ day of _____, 2023 and is hereby executed on this _____ day of _____, 2024.

MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this ____ day of _____, 2024, before me, a Notary Public, came Masoud Etezazi, Member of ME Enterprises IV, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, for said limited liability company.

NOTARY PUBLIC

My Appointment Expires: _____

STATE OF KANSAS)
COUNTY OF _____) ss:

BE IT KNOWN BY ALL PERSONS that on this ____ day of _____, 2024, before me, a Notary Public, came P. John Eck, Manager of North Webb, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, for said limited liability company.

NOTARY PUBLIC

My Appointment Expires: _____

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2024, before me, a Notary Public, came Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the forging Agreement Concerning the Development of TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Jim Benage.

NOTARY PUBLIC

My Appointment Expires: _____

procedures. A final PUD must contain:

PUD 22

Section XI, Item G.

- a. Deeds of Dedication
- b. Copy of all covenants part of the preliminary PUD
- c. Evidence of ownership, financial and administrative ability as required by the terms of the preliminary PUD
- d. Evidence of satisfaction of any stipulation of the preliminary PUD
- e. Evidence of platting consistence with the Zoning Ordinance 418 and the PUD

APPLICATION

This form MUST be completed and filed at City Hall, Bel Aire, Kansas, 6751 E Central Park, Bel Aire, Kansas 67226. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED. Check the appropriate box below for type of application being submitted. A separate application and filing fee is required for each application. A preapplication conference with City Staff is recommended before filing this application.

-
- ☐ Change Zoning Districts: From: _____ to Add R-5 & R-6
- ☒ Amendments to Change Zoning Districts a portion of Tierra Verde South Addition PUD to include R-6
- ☐ Preliminary PUD _____ ☐ Preliminary PUD with plat/ zoning
- ☐ Final PUD _____ ☐ Final PUD with plat/ zoning

H:\zoning forms\PUDAPPLICATION.doc1/9/06

City of Bel Aire Planning Commission

☐ Approved ☐ Rejected

Comments to City Council

City of Bel Aire Council

☐ Approved ☐ Rejected

Name of owner ME Enterprises IV, LLC (Masoud Etezazi)

Address 2101 E. 21st St N, Wichita, KS 67214 Telephone _____

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

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

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

2. The application area contains 57.38 +/- acres.

3. This property is located at (address) n/a which is generally
located at (relation to nearest streets) 1/2 mile north of 45th St on west side of Webb Rd

4. County control
number: PIN Nos. 598549, 598551-598557, 598559-598561, 598562

5. NAMES OF OWNERS - For land inside the city limits, an ownership list of the
names, addresses and zip codes of the owners of record of real property located within

H:\zoning forms\PUDAPPLICATION.doc 1/9/06

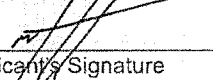

200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

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

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

1. Applicant	ME Enterprises IV, LLC (Masoud Etezazi)	Phone	
Address	2101 E 21st St. N, Wichita, KS	Zip Code	67214
Agent	Baughman Company, PA (Philip Meyer, LA)	Phone	316-262-7271
Address	315 Ellis St, Wichita, KS	Zip Code	67211
2. Applicant	City of Bel Aire (Land Bank)	Phone	
Address	7651 E. Central Park Ave, Bel Aire, KS	Zip Code	67226-7600
Agent	Baughman Company, PA	Phone	
Address		Zip Code	

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

x  BY  Authorized Agent (If Any)
Applicant's Signature

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



TIERRA VERDE SOUTH ADDITION
PLANNED UNIT DEVELOPMENT

Amendment Application to allow R-6 Uses to the following:

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.



OWNERSHIP LIST

PROPERTY DESCRIPTION

PROPERTY OWNER

Lot 1, Blk 1 AND Lots 3 thru 8 inclusive, Blk 1 AND Lots 2, 3, & 4, Blk 2 AND Reserve A Part of Subject Property	Tierra Verde South Addition	ME Enterprises IV, LLC 2101 E. 21 st St. Wichita, KS 67214
Lot 2, Blk 1, EXC begin 458.66' SEly of NE corner of Lot 2; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin; & EXC that part of Lot 2 comm at N-most NE corner thereof, th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & Wly along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin AND Lot 1, Blk 2 AND Reserve B Part of Subject Property	“	North Webb, LLC PO Box 377 Attica, KS 67009
Begin 458.66' SEly of NE corner of Lot 2, Blk 1; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin Part of Subject Property	“	City of Bel Aire, Kansas 7651 E. Central Park Ave. Bel Aire, KS 67226

That part of Lot 2, Blk 1, comm at N-most NE corner thereof, th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & Wly along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin Part of Subject Property	“	Tierra Webb Properties, LLC PO Box 377 Attica, KS 67009
Reserves C, D, E, F, G, H, I, & J Part of Subject Property	“	City of Bel Aire, Kansas, Land Bank 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk C	Sunflower Commerce Park Addition	Webb Industrial, LLC PO Box 45 Columbus, KS 66725
Lot 1, Blk 1	Eighty-Four Lumber Addition	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
The N/2 of the SW/4, EXC that part lying N & W of MOPAC Railroad r.o.w., 21-26-2E		Webb254, LLC 833 S. East Ave. Columbus, KS 66725
The N 150' of the W 340' of the N/2 of the SW/4, EXC the W 60' for road, 21-26-2E AND Begin at the NW corner of the SW/4, th. E to MOPAC r.o.w.; th. SWly along r.o.w. to W line of SW/4; th. N to begin, EXC the W 340' of the N 150' thereof, 21-26-2E		R. Kevin Bryant & Sherlyn K. Bryant 4956 N. Webb Rd. Wichita, KS 67226
Lot 2, Blk 2 AND Lot 4, Blk 2, EXC begin at SE corner, th. SW 42.42' to W line of SE/4 of SE/4 of Sect 20-26-2E; th. N 133.99' to point on Ely line of Lot 4; th. SE 127.10' to begin AND Reserve A	Bel Aire Industrial Park Addition	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206

Reserve B	“	Security Bank of Kansas City 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk 1, EXC begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4 of Sect 20-26-2E; th. N 461.87' to Sly r.o.w. line of Union Pacific Railroad; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin AND That part of Lot 1, Blk 1, begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4 of Sect 20; th. N 461.87' to Sly r.o.w. line of Union Pacific Railroad; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin	Bel Aire Industrial Park 2nd Addition	WAM Capital Corporation 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
Lots 10 thru 14 inclus, Blk 2 AND Lots 22 thru 26 inclus, Blk 2 AND Reserve E	Sawmill Creek Addition	Sawmill Properties, LLC 9235 E. Harry, Ste. 100 Wichita, KS 67207
Lot 46, Blk 2	“	Steven L. & Amy K. Renn 8714 E. Scragg St. Wichita, KS 67226
Lot 47, Blk 2	“	David L. & Tamara S. Doan 8718 E. Scragg St. Wichita, KS 67226
Lot 1, Blk 3	“	Curtis A. & Cindy R. Nickel 8734 E. Blade St. Wichita, KS 67226
Lot 2, Blk 3	“	Larry R. & Debra J. Stene 8730 E. Blade St. Wichita, KS 67226
Lot 3, Blk 3	“	William F. Hensley, Jr. & Mary E. Hensley 8726 E. Blade St. Wichita, KS 67226

Lot 4, Blk 3	“	Vision Homes Investments, Inc. 8722 E. Blade Ct. Wichita, KS 67226
Lot 5, Blk 3	“	Scott G. & Laura N. Mossman 8718 E. Blade Ct. Wichita, KS 67226
Lot 6, Blk 3	“	Anil Amritial Bhula & Kirti Anil Bhula 8714 E. Blade Ct. Wichita, KS 67226
Lot 14, Blk 3	“	Hassan Abed Moubarak 8709 E. Scragg St. Wichita, KS 67226
Lot 15, Blk 3	“	Ahmad Moubarak 8713 E. Scragg St. Wichita, KS 67226
Lot 20, Blk 4	“	Christy J. Vasconcellos 8709 E. Millrun St. Wichita, KS 67226
Lot 21, Blk 4	“	Ricky J. & Terry L. Brittain 8713 E. Millrun St. Wichita, KS 67226
Lot 22, Blk 4	“	Asa M. & Vanessa G. Latour 8717 E. Millrun St. Wichita, KS 67226
Lot 23, Blk 4	“	Mitsunori & Hiroka Fujinuma 8721 E. Millrun St. Wichita, KS 67226
Lot 6, Blk 1	Pines at Sawmill Creek Addition	New Era III, LLC PO Box 487 Wichita, KS 67201
Lots 28 & 29, Blk A	Deer Run Addition to Bel Aire	2BD, LLC 2418 S. Hoover Wichita, KS 67215
Lot 24, Blk 1	Skyview at Block 49 Addition	JKC, LLC PO Box 10 McPherson, KS 67460
Lot 25, Blk 1	“	Artistic Builders, LLC 11000 Fremont Circle Mulvane, KS 67110

Lots 26, 27, & 28, Blk 1 AND Lot 1, Blk 5	“	C & J Investment Group, LLC 2222 SW 96 th St. Sedgwick, KS 67135
Reserve C	“	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lots 14 thru 25 inclus, Blk D	Skyview at Block 49 2 nd Addition	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lot 1, Blk 1 AND Reserve A	Skyview at Block 49 3 rd Addition	Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226

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

All of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with all of Lots 1, 2, 3, and 4, Block 2, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with all of Reserves A, B, C, D, E, F, G, H, I, and J, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas.

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

Security 1st Title, LLC

By: JoAnn Childers
Licensed Abstracter

Order: OE002489
KJK

Affidavit of Publication

STATE OF KANSAS,
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 7th day of December, 2023, with subsequent publications being made on the following dates:

_____, 2023 _____, 2023
_____, 2023 _____, 2023
_____, 2023 _____, 2023

Chris Strunk

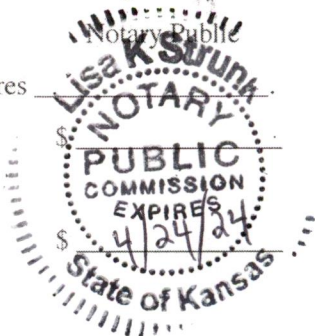
Subscribed and sworn to before me this 7th day of December, 2023.

Lisa K Strunk

My commission expires

Additional copies

Printer's fee



Bel Aire public notice
(Published in The Ark Valley News Dec. 7, 2023.)
OFFICIAL NOTICE OF A ZONING CODE HEARING
TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:
Notice is Hereby Given that on December 14, 2023; the City of Bel Aire Planning Commission will review code sections to consider an update to the Zoning Code related to adopting an update to the City 2023 Zoning Map, shortly after 6:30 p.m. in the Council Chamber at City Hall in order of the agenda items, in Bel Aire, Kansas:
Location: 7651 E. Central Park Ave, Bel Aire Ks. 67226
Information: The 2023 map can be viewed at city hall during business hours.
You may appear at this time either in person or by agent or attorney, if you so desire, and be heard on the matter. After hearing the views and wishes of all the persons interested in the case, the Planning Commission may close the hearing and consider a recommendation to the Governing Body, which, if approved under the City Zoning regulations, would be effectuated by ordinance. The public hearing may be recessed and continued from time to time without notice.
DATED this 30th day of November, 2023
/s/ Anne Stephens
Bel Aire Planning Commission Secretary





MINUTES

PLANNING COMMISSION

7651 E. Central Park Ave, Bel Aire, KS
January 11, 2024 6:30 PM



I. Call to Order

II. Roll Call

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

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

III. Pledge of Allegiance

Chairman Schmidt led the Pledge of Allegiance.

IV. Public Comments

Chairman Schmidt opened the public hearing.

Chairman Schmidt allowed the public to make comments or concerns before further discussion of the agenda. First to speak from the public was Tim Sterba and Deanna Sterba, 4642 N Farmstead Ct, shared concerns about the “316 PDR” paintless dent repair business located at 4648 Farmstead Ct. Tim shared his concerns about the noise that comes from the paintless dent repair business that is a constant pounding sound. Deanna shared that she went around the neighborhood with a petition that was created due to the concern that the environment produced is not compatible with the residential neighborhood. Deanna provided the petition to our City Attorney, Maria Schrock, and the petition was signed by sixteen residents in the neighborhood. Deanna did mention that the changes to the business license and code has been much better. They shared that the noise can be heard inside their home if the garage door is closed or not at the address of 4648 Farmstead Ct. Commission had discussion about a decibel reading with in our city code, City Attorney Maria shared that we do have decibel reading within our city code. With that, law enforcement can enforce this by recording on body camera and assign a citation if reasonable. Deanna and Tim have collected videos that will be provided to Maria for review as well. There was no one else from the public to make comments at this time that are not a part of tonight’s agenda.

Chairman Schmidt closed the public hearing.

V. Consent Agenda

A. Approval of Minutes from Previous Meeting, December 14, 2023.

Motion: Commissioner Deryk Faber made a motion to approve the minutes from December

14, 2023. Commissioner Phillip Jordan seconded the motion. ***Motion Carried 6-0***

VI. Old Business/New Business

A. **PUD-23-02 - Amending Zoning Districts in Tierra Verde South Addition PUD to include R-5 and R-6 Zoning.**

Chairman Schmidt opened the hearing.

City Attorney, Maria Schrock shared that this has already been approved by the Planning Commission, nothing about the design, site plan or anything regarding those facts have changed. The only thing that has changed that the original application only had one signature, now today there are two signatures. The reason there are now two signatures is because there are two owners involved. The last time this was seen by the Planning Commission, it had a legal description specific lot in it, which had a different owner and their signature was missing. Today the application has a signature from all lot owners.

Representing agent for Baughman Company, Phil Meyer was present to discuss the amending zoning districts in Tierra Verde South Addition PUD to include R-5 and R-6 Zoning. Phil is agreeance with Maria on her findings.

Also present was Basem Krichati, owner and broker with Superior Reality who owns the parcel development to the north, Basem shared that he is opposed to have apartments next to his lots.

Chairman Schmidt recommended to Phil Myer and Basem Krichati to step aside to have further discussion for clarification on location and we will come back to this after the next item on the agenda.

Chairman Schmidt Closed the hearing at this time.

Action: Commissioner Jordan made a motion to table until we review item B first and come back to item A. Commissioner Charleston seconded the motion. ***Motion Carried 6-0***

B. **Review proposed update to the 2023 Bel Aire Zoning Map**

Chairman Schmidt opened the hearing.

First to speak from the public was Gary Jantz, 6200 E 45th St N, asking if the public announcements will be in the Bel Aire Breeze or on our website. Secretary, Anne Stephens responded stating that it will be posted to the city's website and Ark Valley News as the Bel Aire Breeze is not our official newspaper. Gary also asked if the zoning will change from rural residential to R-1 residential. Anne stated that to her knowledge, it has never been rural residential and she asked Keith Price our City Inspector to provide additional input. Keith responded to Gary stating that it has always been indicated as R-1. Carol Russell, 6218 E 45th St N, was also present to share her questions with the Planning Commission. Carol wanted to know the value of having C-2 near residential and

Commissioner Jordan stated that it would bring business.
There was no one else present to speak from the public.

Chairman Schmidt Closed the hearing.

Action: Commissioner Matzek made a motion to recommend the proposed zoning map changes as presented by this Planning Commission. Commissioner Jordan seconded the motion. ***Motion Carried 6-0***

C. **Re-Open Hearing - PUD-23-02 - Amending Zoning Districts in Tierra Verde South Addition PUD to include R-5 and R-6 Zoning.**

Chairman Schmidt re-opened the hearing for PUD-23-02 from “Old Business/New Business A.”.

Representing agent for Baughman Company, Phil Meyer, still present. Phil Meyer has agreed to not place apartments on Reserve A.

Chairman Schmidt closed the hearing.

Commissioner Salazar mentioned that he appreciated the developer taking onto account the opinions of the neighbors. Commissioner Charleston stated that he agreed with Commissioner Salazar regarding the opinion of the neighbors. Commissioner Faber stated that he agrees that they had communication with the surrounding neighbors and it seems to fit with nearby zoning uses, especially with the step down zoning. Commissioner Matzek stated that they met the recommendations from staff. Commissioner Jordan stated that it seems suitable for the property and Chairman Schmidt agreed with Jordan.

Action: Chairman Schmidt made a motion to recommend changing the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with changes with the amendments that Reserve A, Block 2 is excluded from R-6 uses. Commissioner Jordan seconded. ***Motion Carried 6-0***

VII. Next Meeting: February 8, 2024 at 6:30 PM

Action: Commissioner Salazar made a motion to accept the next meeting date of February 8, 2024 at 6:30 PM. Commissioner Faber seconded the motion. ***Motion Carried 6-0***

VIII. Current Events

Secretary Anne Stephens mentioned to the Planning Commission that on Monday, January 15, 2024, City of Bel Aire will be closed for Martin Luther King Jr.(MLK) Day.

IX. Adjournment

Action: Commissioner Charleston made a motion to adjourn. Commissioner Salazar seconded the motion. *Motion Carried 6-0*

Tierra Verde South
February 20, 2024
City Council Meeting

Agenda Documents:

- Staff Report
- PUD Application
- Legal Description
- Request for PUD Amendment
Clarification
- Deed
- Affidavit and Publication Notification
- Final Plat
- Ordinance

(Published in *The Ark Valley News* on _____)

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. _____

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

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

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held on Case No. PUD-23-04 on January 11, 2024, all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

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

SECTION 1. The Governing Body supports the recommendation of the Bel Aire Planning Commission and approves changing the zoning classifications allowed in the Tierra Verde South Addition PUD to include R-5 and R-6 zoning, with the condition that R-6 zoning uses are excluded from Lot 3, Block 1 and Reserve A, Block 2.

Legal Description

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

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

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

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Bel Aire, Kansas
this _____ day of February 20, 2024.

CITY OF BEL AIRE, KANSAS

[seal]

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

City of Bel Aire

STAFF REPORT

DATE: 01/05/2024

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

STAFF COMMUNICATION

FOR MEETING OF	1/11/24
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

PUD-23-04. (formally PUD-23-02) Proposed document changes within the current PUD to allow single family, duplex, and multi-family. R-5 and R-6 zoning districts Tierra Verde South Addition PUD; doesn't have re-platting changes at this time. 57.38+/- acres.

The city advertised the hearing in the Ark Valley newspaper and notified property owners as required within the required distance of 200 ft.

History:

Tierra Verde started as a concept plan dividing the commercial uses from the residential use with the north addition for housing and the south addition for commercial uses in 2009 master plan concept.

Groundbreaking for the Concierge Surgical Recovery Suites & Wellness Center--Phase I of The Healing Center at Tierra Verde was Friday, May 31, 2013. During the first building project, the project was in foreclosure, due in part by the untimely death of Dr. George Watson.

The current business in the completed building was established in 2018 with the city on the portion of lot 4, in block 1. The majority of ground hasn't been developed in the south addition; the current plat was filed 9/21/09; that is almost 14 years without using the infrastructure installed within the development.

This PUD was in front of the planning commission May 11, 2023. Sawmill Creek a Wichita development in Wichita had speakers voice concerns. Through streets at Blade or Scragg Streets, elevated crime rate, Multi-family housing were the concerns listed in the minutes. Motion made and approved at the time.

Motion: Commissioner Jordan made a motion to recommend changing the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3. Commissioner Floyd seconded the motion. ***Motion Carried 5-0.***

Minutes from the January 11, 2024 Planning Commission Meeting

PUD-23-02 - Amending Zoning Districts in Tierra Verde South Addition PUD to include R-5 and R-6 Zoning. Chairman Schmidt opened the hearing.

City Attorney, Maria Schrock shared that this has already been approved by the Planning Commission, nothing about the design, site plan or anything regarding those facts have changed. The only thing that has changed that the original application only had one signature, now today there are two signatures. The reason there are now

two signatures is because there are two owners involved. The last time this was seen by the Planning Commission, it had a legal description specific lot in it, which had a different owner and their signature was missing. Today the application has a signature from all lot owners.

Representing agent for Baughman Company, Phil Meyer was present to discuss the amending zoning districts in Tierra Verde South Addition PUD to include R-5 and R-6 Zoning. Phil is agreeance with Maria on her findings. Also present was Basem Krichati, owner and broker with Superior Reality who owns the parcel development to the north, Basem shared that he is opposed to have apartments next to his lots.

Chairman Schmidt recommended to Phil Myer and Basem Krichati to step aside to have further discussion for clarification on location and we will come back to this after the next item on the agenda.

Chairman Schmidt Closed the hearing at this time.

Action: Commissioner Jordan made a motion to table until we review item B first and come back to item A. Commissioner Charleston seconded the motion. Motion Carried 6-0

Chairman Schmidt re-opened the hearing for PUD-23-02 from "Old Business/New Business".

Representing agent for Baughman Company, Phil Meyer, still present. Phil Meyer has agreed to not place apartments on Reserve A.

Chairman Schmidt closed the hearing.

Commissioner Salazar mentioned that he appreciated the developer taking onto account the opinions of the neighbors. Commissioner Charleston stated that he agreed with Commissioner Salazar regarding the opinion of the neighbors. Commissioner Faber stated that he agrees that they had communication with the surrounding neighbors and it seems to fit with nearby zoning uses, especially with the step down zoning. Commissioner Matzek stated that they met the recommendations from staff. Commissioner Jordan stated that it seems suitable for the property and Chairman Schmidt agreed with Jordan.

Motion: Chairman Schmidt made a motion to recommend changing the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with changes with the amendments that Reserve A, Block 2 is excluded from R-6 uses. Commissioner Jordan seconded. **Motion Carried 6-0**

Discussion:

New housing is needed within Sedgwick County, there are studies to indicate that is true. Bel Aire's Master Growth Plan that was adopted indicates that is a prime objective for land once owned by the city. Table 1.2 indicates that two steps from local commercial/mixed use would be multi-family uses and allowable. Figure 3.3 describing multi-family acres in 2018 as just under 12 is antiquated with the recent platting and building. The master growth plan indicated 917 acres would be for housing of the 2,267 acres. That is 40% of the total acres available from that point in time. Many of the commercial areas already designated wouldn't be suitable for housing at this moment. Based on the land approved to date for housing since 2018 would be +/-50% of that total. To follow the LEED design and air space concerns related to green building construction methods and quality of housing to reduce noises would be good to consider.

A good street appeal variation from recent duplex areas would help build a neighborhood branding or identifier.

Conclusion:

Recommends approval of the project with the conditions once understanding of the scope of the project is determined. An Ordinance will need to be created to contain the PUD revisions. Replatting, if needed or required, would reflect these changes as well.

Staff would like to update the official zoning map annually to match changes made with zoning he throughout the year by the governing body as a codification process. This would mean that a zoning code update related to districts, new districts, new or changed boundaries would still come back to planning commission, all approved changes would be incorporated in the newly dated official zoning map.

The request motion should include updating the city official zoning map to reflect as present and any of the recently approved zoning ordinance changes. The added request is to allow updating the official map with the Bel Aire code codifications to reflect only zoning districts that have been approved by the governing body prior to the codification process.

Below is the city zoning code section revision by the 2023 codification listed on the city web site related to the city zoning map:

16. Chapter 5 of the Zoning Code has a more detail regarding Applications and procedures. A final PUD must contain:

- a. Deeds of Dedication
- b. Copy of all covenants part of the preliminary PUD
- c. Evidence of ownership, financial and administrative ability as required by the terms of the preliminary PUD
- d. Evidence of satisfaction of any stipulation of the preliminary PUD
- e. Evidence of platting consistence with the Zoning Ordinance 418 and the PUD

APPLICATION

This form MUST be completed and filed at City Hall, Bel Aire, Kansas, 6751 E Central Park, Bel Aire, Kansas 67226. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED. Check the appropriate box below for type of application being submitted. A separate application and filing fee is required for each application. A preapplication conference with City Staff is recommended before filing this application.

-
- ☐ Change Zoning Districts: From: _____ to _____
- ☒ Amendments to Change Zoning Districts a portion of Tierra Verde South Add. PUD to include R-5 and R-6
- ☐ Preliminary PUD _____ ☐ Preliminary PUD with plat/ zoning
- ☐ Final PUD ☐ Final PUD with plat/ zoning

City of Bel Aire Planning Commission

☐ Approved ☐ Rejected

Comments to City Council

City of Bel Aire Council

☐ Approved ☐ Rejected

Name of owner ME Enterprises, LLC -and- North Webb, LLC
ME Enterprises, LLC, 2101 E. 21st St, Wichita, KS 67214
Address North Webb, LLC, PO Box 377, Attica, KS 67009 Telephone _____

Agent representing the owner Baughman Company, P.A. (Philip J. Meyer, L.A.)
Address 315 Ellis St, Wichita, KS 67211 Telephone 316-262-7271

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

2. The application area contains 57.38 +/- acres.

3. This property is located at (address) n/a which is generally
located at (relation to nearest streets) 1/2 mile north of 45th St on west side of Webb Rd

4. County control
number: PIN Nos. 598549, 598551-598557, 598559-598561, 598562

5. NAMES OF OWNERS - For land inside the city limits, an ownership list of the
names, addresses and zip codes of the owners of record of real property located within

200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

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

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

1. Applicant ME Enterprises IV, LLC (Masoud Etezazi) Phone
Address 2101 E 21st St. N, Wichita, KS Zip Code 67214
- Agent Baughman Company, PA (Philip Meyer, LA) Phone 316-262-7271
Address 315 Ellis St, Wichita, KS Zip Code 67211
2. Applicant North Webb, LLC Phone
Address PO Box 377, Attica, KS Zip Code 67009-0377
- Agent Baughman Company, PA Phone
Address same as above Zip Code
3. Applicant City of Bel Aire (Land Bank) possible Reserve A ownership
Address 7651 E. Central Park Ave, Bel Aire, KS Zip Code 67226-7600

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

BAUGHMAN COMPANY, PA

x  BY 
Applicant's Signature Authorized Agent (if Any)

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

200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

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

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

1. Applicant ME Enterprises IV, LLC (Masoud Etezazi) Phone
Address 2101 E 21st St. N, Wichita, KS Zip Code 67214
- Agent Baughman Company, PA (Philip Meyer, LA) Phone 316-262-7271
Address 315 Ellis St, Wichita, KS Zip Code 67211
2. Applicant North Webb, LLC Phone
Address PO Box 377, Attica, KS Zip Code 67009-0377
- Agent Baughman Company, PA Phone
Address same as above Zip Code
3. Applicant City of Bel Aire (Land Bank) possible Reserve A ownership
Address 7651 E. Central Park Ave, Bel Aire, KS Zip Code 67226-7600

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

x *P. J. Jank*
Applicant's Signature *Mgr Member* BY

Philip A Meyer
Authorized Agent (If Any)

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



TIERRA VERDE SOUTH ADDITION

PLANNED UNIT DEVELOPMENT

Amendment Application to allow R-6 Uses to the following:

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

REQUEST FOR PUD AMENDMENT CLARIFICATION

This case is being filed to correct an ownership issue that occurred in the application process with the City of Bel Aire in April, 2023 (See PUD-23-02). The Applicants are not seeking to modify or make any additional changes to the PUD from that approved by the Planning Commission and City Council within the previously mentioned Application.



CLEAR TITLE

Scrivener's Affidavit

FILE NUMBER T2102059

NAME OF DOCUMENT & DATE: Warranty Deed dated March 12, 2021

GRANTOR: City of Bel Aire

GRANTEE: ME Enterprises IV, LLC, a Limited Liability Company

GRANTEE MAILING ADDRESS: 2101 East 21st St North, Wichita, KS 67214

LEGAL DESCRIPTION: Reserve A, Block 2, TIERRA VERDE SOUTH ADDITION, a Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas.

RE: Warranty Deed dated March 12, 2021 and recorded on March 18, 2021 at 08:39:48 am in Document Number: 30041652; Receipt #: 2223922 in the Sedgwick County, Kansas Recorder of Deeds.

****This Affidavit is being recorded to correct part of the previously recorded Warranty Deed:**

The original Warranty Deed had the Grantee listed as City of Bel Aire. This re-recording is being done to correct the name to show as City of Bel Aire, Land Bank.

IN WITNESS WHEREOF, Affiant has hereunto set his/her hand this 19 day of April, 2021.

Brett R. Hart

Signature

Brett R. Hart

Printed Name of Affiant

STATE OF Kansas) ss.

COUNTY OF Johnson)

On this 19 day of April, 2021, before me appeared, Brett R. Hart
Affiant, as Representative of Clear Title, to me personally known and upon being duly sworn under oath stated that he/she is authorized to execute the document herein, and acknowledged that he/she executed the same at his/her free will. He/She did say the following statements are true and correct to the best of his/her knowledge and belief: that the Warranty Deed is to be corrected as listed above.

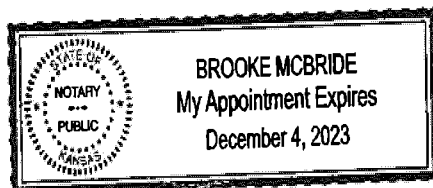
Subscribed and sworn to before me this 19 day of April, 2021.

Brooke McBride

Signature

Brooke McBride

Notary Printed Name:



Affidavit of Publication

STATE OF KANSAS.
SEDGWICK COUNTY, ss.

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

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

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

_____, 2023 _____, 2023
_____, 2023 _____, 2023
_____, 2023 _____, 2023

Chris Strunk

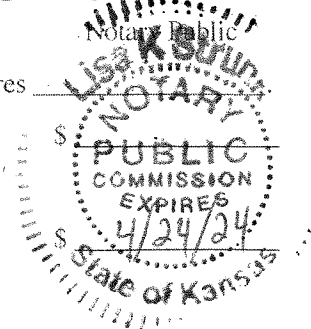
Subscribed and sworn to before me this 21st day of December, 2023.

Lisa K Sullivan

My commission expires _____

Additional copies _____

Printer's fee _____



Bel Aire public notice

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

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on January 11, 2024, the City of Bel Aire Planning Commission will consider the following PUD revision to existing document changes hearing in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

PUD-23-04. Proposed document changes within the current PUD to allow multi-family. R-5 and R-6 zoning districts Tierra Verde South Addition PUD; doesn't have re-platting changes at this time. 57.38+/- acres. Formerly, case number PUD-23-02.

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

General Location: ½ mile north of 45th on the west side of Webb Road.

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

DATED this 15 day of December, 2023.

/s/ Anne Stephens
Bel Aire Planning Commission Secretary



OWNERSHIP LIST

PROPERTY DESCRIPTION	PROPERTY OWNER	
Lot 1, Blk 1 AND Lots 3 thru 8 inclusive, Blk 1 AND Lots 2, 3, & 4, Blk 2 Part of Subject Property	Tierra Verde South Addition	ME Enterprises IV, LLC 2101 E. 21st St. Wichita, KS 67214
Lot 2, Blk 1, EXC begin 458.66' SEly of NE corner of Lot 2; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin; & EXC that part of Lot 2 comm at N-most NE corner thereof; th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & W along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin AND Lot 1, Blk 2 AND Reserve B Part of Subject Property	"	North Webb, LLC PO Box 377 Attica, KS 67009
Begin 458.66' SEly of NE corner of Lot 2, Blk 1; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin Part of Subject Property	"	City of Bel Aire 7651 E. Central Park Ave. Bel Aire, KS 67226



Security 1st Title

Section XI, Item G.

That part of Lot 2, Blk 1, comm at N-most NE corner thereof; th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & W along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin Part of Subject Property	"	Tierra Webb Properties, LLC PO Box 377 Attica, KS 67009
Reserves A, C, D, E, F, G, H, I, & J Part of Subject Property	"	City of Bel Aire, Kansas, Land Bank 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk C	Sunflower Commerce Park Addition	Webb Industrial, LLC PO Box 45 Columbus, KS 66725
Lot 1, Blk 1	Eighty-Four Lumber Addition	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
The N/2 of the SW/4, EXC that part lying N & W of MOPAC Railroad r.o.w., 21-26-2E		Webb254, LLC 833 S. East Ave. Columbus, KS 66725
The N 150' of the W 340' of the N/2 of the SW/4, EXC the W 60' for road, 21-26-2E AND Begin at NW corner of SW/4, th. E to MOPAC r.o.w.; th. SWly along r.o.w. to W line of SW/4; th. N to begin, EXC the W 340' of the N 150' thereof, 21-26-2E		Bryant Family Trust R. Kevin Bryant & Sherlyn K. Bryant 4956 N. Webb Rd. Wichita, KS 67226
Lot 2, Blk 2 AND Reserve A	Bel Aire Industrial Park Addition	WAM Investments #11, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
Lot 4, Blk 2, EXC begin at SE corner, th. SW 42.42' to W line of SE/4 of SE/4 of Sect. 20-26-2E; th. N 133.99' to point on Ely line of Lot 4; th. SE 127.10' to begin	"	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206



Reserve B	"	Security Bank of Kansas City 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk 1, EXC begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4; th. N 461.87' to Sly r.o.w. line of Union Pacific RR; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin AND That part of Lot 1, Blk 1, begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4; th. N 461.87' to Sly r.o.w. line of Union Pacific RR; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin	Bel Aire Industrial Park 2nd Addition	WAM Investments, LLC (Prior-WAM Capital Corporation) 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
Lots 10 thru 14 inclusive, Blk 2 AND Lots 22 thru 26 inclusive, Blk 2 AND Reserve E	Sawmill Creek Addition	Sawmill Properties, LLC 9235 E. Harry, Ste. 100 Wichita, KS 67207
Lot 46, Blk 2	"	Benjamin J. & Jennifer R. Fisher 8714 E. Scragg St. Wichita, KS 67226
Lot 47, Blk 2	"	David L. & Tamara S. Doan 8718 E. Scragg St. Wichita, KS 67226
Lot 1, Blk 3	"	Curtis A. & Cindy R. Nickel 8734 E. Blade St. Wichita, KS 67226
Lot 2, Blk 3	"	Larry R. & Debra J. Stene 8730 E. Blade St. Wichita, KS 67226
Lot 3, Blk 3	"	William F. Hensley, Jr. & Mary E. Hensley 8726 E. Blade St. Wichita, KS 67226



Lot 4, Blk 3	"	Vision Homes Investments, Inc. PO Box 224 Colwich, KS 67030
Lot 5, Blk 3	"	Scott G. & Laura N. Mossman 8718 E. Blade Ct. Wichita, KS 67226
Lot 6, Blk 3	"	Anil Amritial Bhula & Kirti Anil Bhula 8714 E. Blade Ct. Wichita, KS 67226
Lot 14, Blk 3	"	Hassan Abed Moubarak 8709 E. Scragg St. Wichita, KS 67226
Lot 15, Blk 3	"	Ahmad Moubarak 8713 E. Scragg St. Wichita, KS 67226
Lot 20, Blk 4	"	Christy J. Vasconcellos 8709 E. Millrun St. Wichita, KS 67226
Lot 21, Blk 4	"	Ricky J. & Terry L. Brittain 8713 E. Millrun St. Wichita, KS 67226
Lot 22, Blk 4	"	Asa M. & Vanessa G. Latour 8717 E. Millrun St. Wichita, KS 67226
Lot 23, Blk 4	"	Mitsunori & Hiroka Fujinuma 8721 E. Millrun St. Wichita, KS 67226
Lot 6, Blk 1	Pines at Sawmill Creek Addition	New Era III, LLC PO Box 487 Wichita, KS 67201
Lots 28 & 29, Blk A	Deer Run Addition to Bel Aire	2BD, LLC 2418 S. Hoover Wichita, KS 67215



Lots 24 & 25, Blk 1	Skyview at Block 49 Addition	JKC, LLC PO Box 10 McPherson, KS 67460
Lots 26, 27, & 28, Blk 1 AND Lot 1, Blk 5	"	C & J Investment Group, LLC 2222 SW 96th St. Sedgwick, KS 67135
Reserve C	"	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lots 14, 15, & 16, Blk D	Skyview at Block 49 2nd Addition	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lots 17, 18, & 19, Blk D AND Lot 20, EXC the W 1.20' thereof, Blk D AND Lot 21, & the W 1.20' of Lot 20, Blk D AND Lot 22, & the E 2.80' of Lot 23, Blk D AND Lot 23, EXC the E 2.80' thereof; & The E 4.30' of Lot 24, Blk D AND Lot 24, EXC the E 4.30' thereof; & The E 3' of Lot 25, Blk D AND Lot 25, EXC the E 3' thereof, Blk D	"	Superior Homes, LP 3500 N. Rock Rd., Bldg. 1600 Wichita, KS 67226
Lot 1, Blk 1 AND Reserve A	Skyview at Block 49 3rd Addition	Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226



Security 1st Title

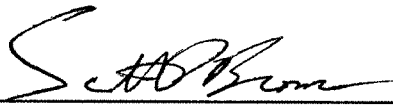
Section XI, Item G.

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

All of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with All of Lots 1, 2, 3, and 4, Block 2, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with All of Reserves A, B, C, D, E, F, G, H, I, and J, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas.

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

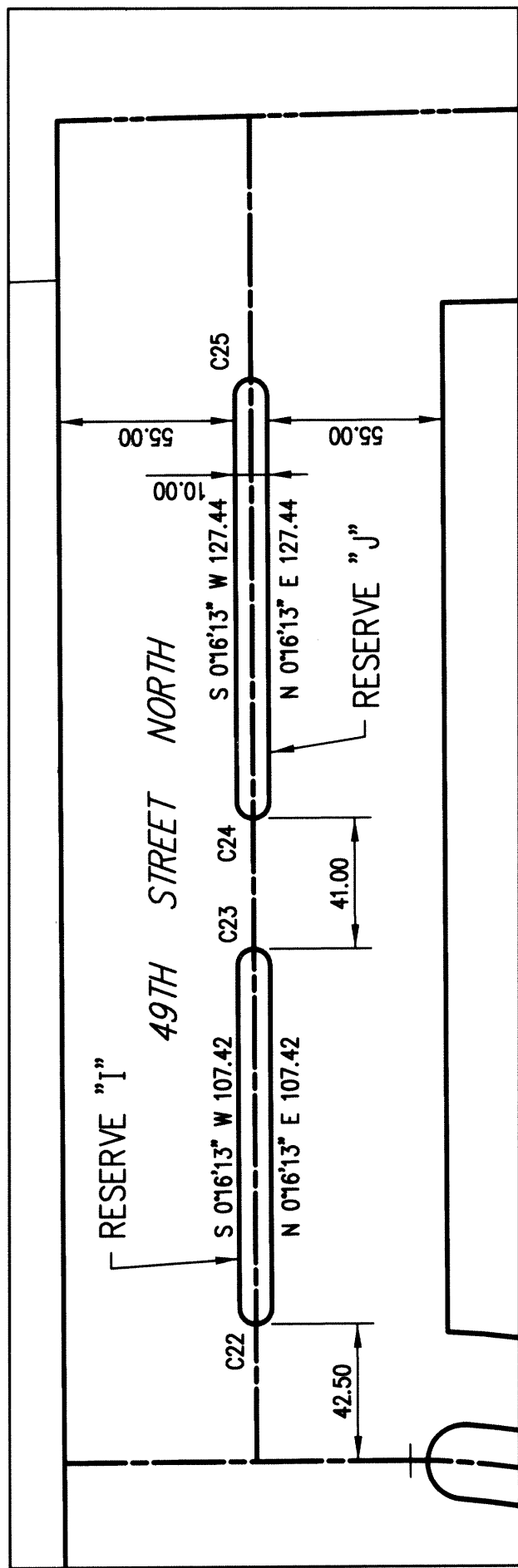
SECURITY 1ST TITLE

By: 

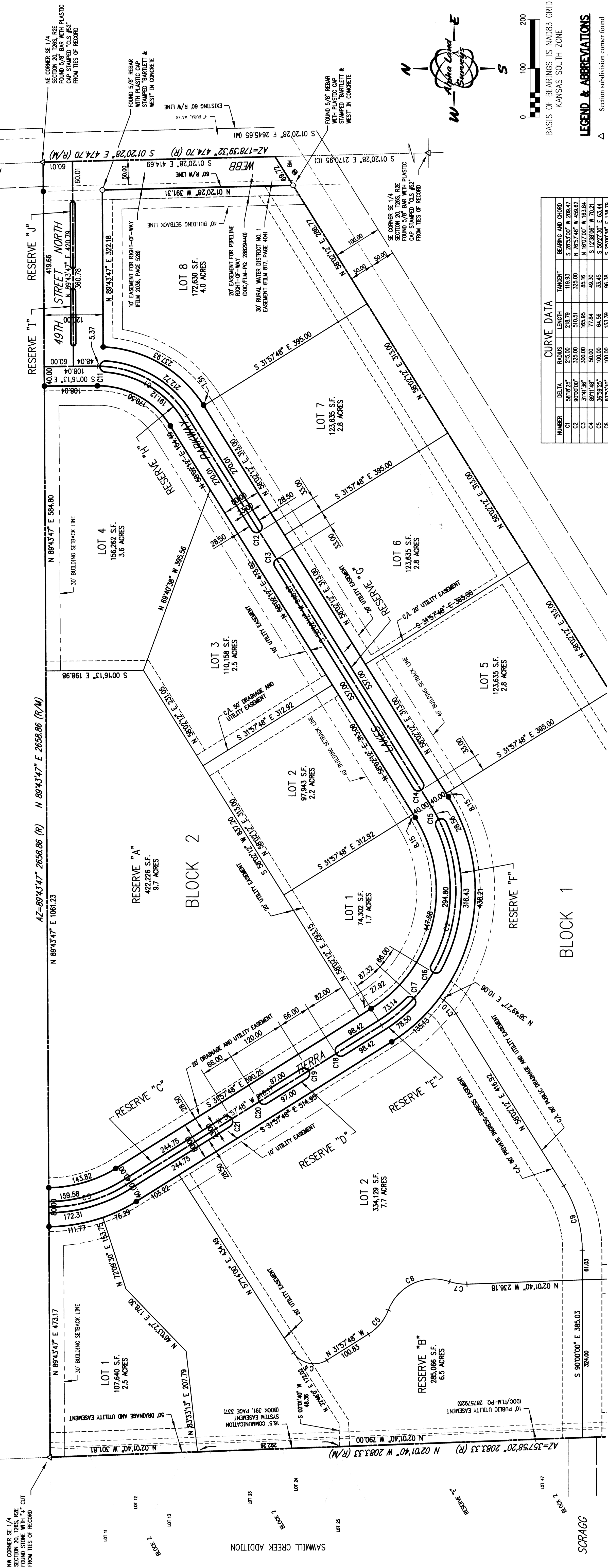
LICENSED ABSTRACTER

Order: OE008635
KJK

**A PLANNED UNIT DEVELOPMENT IN THE
CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS
PAGE 1 OF 2**



ENTRANCE RESERVE DETAIL



A DRAINAGE PLAN HAS BEEN DEVELOPED FOR THIS PLAT AND ALL DRAINAGE EASEMENTS, RIGHT-OF-WAY AND RESERVES SHALL REMAIN AT ESTABLISHED GRADES OR AS MODIFIED WITH THE APPROVAL OF THE APPLICABLE CITY OR COUNTY ENGINEER AND UNOBSTRUCTED TO ALLOW FOR THE CONVEYANCE OF STORM WATER.

1. IT IS THE INTENT OF THE DEVELOPER(S) FOR TIERRA VERDE DEVELOPMENT TO DESIGN A SUSTAINABLE PROJECT USING DESIGN CRITERIA FROM THE MOST CURRENT VERSION OF THE LEED NEIGHBORHOOD DEVELOPMENT RATING SYSTEM. ALL PROPOSED INDIVIDUAL SITE DESIGNS SHALL BE REVIEWED AND APPROVED BY THE DEVELOPER'S LEED REVIEW TEAM TO ENSURE SITE PROJECTS CONFORM TO THE LEED DESIGN PRINCIPLES. THE FOLLOWING LEED DESIGN ITEMS SHALL BE APPLIED TO ALL DEVELOPMENT WITHIN THE PUD.

N: 1718280.17	E: 1671935.82
LINE	LENGTH: 2658.86
N: 1718280.17	E: 1680594.65
LINE	LENGTH: 474.70
N: 1717818.14	E: 1680605.76
LINE	LENGTH: 3060.20
N: 1716198.15	E: 1678009.53
LINE	LENGTH: 2083.33
N: 1718280.17	E: 1671935.81
AREA:	77,901 ACRES 3,393,368 S.F.

NUMBER	CURVE DATA				TANGENT	BEARING AND CURVED
	STATION	STATION	LENGTH	ANGLE		
C1	89752.07	225.00	218.79	119.83	INFINITE	S 89°53'07" E 225.00
C2	90700.07	325.00	510.51	325.00	INFINITE	S 89°53'07" E 325.00
C3	91471.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C4	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C5	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C6	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C7	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C8	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C9	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C10	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C11	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C12	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C13	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C14	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C15	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C16	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C17	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C18	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C19	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C20	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C21	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C22	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C23	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C24	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00
C25	89714.96	300.00	105.95	85.16	INFINITE	N 193°07'00" E 300.00

Section subdivision corner found
Survey monument found
Set 1/2"x24" rebar with cap
stamped "ALPHA CLS-184"

Record
Measured
Right of Way
Azimuth
Z.
N.
S.
E.
W.
Square Feet
Degrees
Feet or Minutes
Inches or Seconds

Alpha Land Surveys, Inc.

ONE EAST NINTH AVENUE
HUTCHINSON, KANSAS 67501
PH: (620) 728-0012 FAX: (620) 728-0413



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
February 20, 2024 7:00 PM



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

II. ROLL CALL

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith and John Welch. Also present were City Manager Ty Lasher, Assistant City Manager, City Attorney Maria Shrock, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Gary Green provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

A. Approval of Minutes of the February 6, 2024 City Council meeting.

B. Accept and file the Bel Aire Land Bank 2023 Ending Sales and Financial Report.

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 24-03 in the amount of \$547,694.08.

MOTION: Councilmember Davied moved to approve Appropriations Ordinance No. 24-03. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

VIII. CITY REQUESTED APPEARANCES

A. 45th Street Update - Ken Lee, PE, Garver

Mr. Lee gave a brief update on the Aurora Park and Cozy Drive paving projects: he anticipates bids to be taken in April, and construction to begin in May.

Regarding the Design of 45th Street, Mr. Lee presented the results of traffic studies and a public survey. He presented a Design Concept for 45th street with specific recommendations for Council to consider. He then stood for questions from the Council.

IX. CITIZEN CONCERNS

Carol Russell, 6218 E 45th St N, spoke regarding concerns about the Woodlawn report.

X. REPORTS

A. Council Member Reports

Councilmember Hamburg briefly reported on the monthly meeting of the Bel Aire Chamber of Commerce, which was held at the Catholic Care Center. She commented on the end of the Bel Aire Rec Center’s basketball season and thanked staff and volunteer coaches for their work.

Councilmember Dehn reported on recent meetings he attended including the Kansas Active Transportation webinar, Bike-Walk Bel Aire, K-254 Corridor Association strategic planning committee, and the Transit open house hosted by the Wichita Area Metropolitan Planning Organization (WAMPO). at the Bel Aire Rec Center.

B. Mayor's Report

Mayor Benage briefly reported on recent meetings he attended including the Utility Advisory Committee, Sedgwick County Fire District No 1 Steering Committee, WAMPO Transportation Policy Body, and the WAMPO open house regarding the regional transportation plan.

C. City Attorney Report: No report was given.

D. City Manager Report: No report was given.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A Design Concept in conjunction with the 45th, Woodlawn to Oliver Design Project. Two Actions are requested of the Council.

MOTION: Councilmember Davied moved to approve the design of a 2-lane roundabout for traffic control at the intersection of 45th and Oliver in conjunction with the 45th, Woodlawn to Oliver design project. Councilmember Dehn seconded the motion. *Motion carried 4-1* with Councilmember Welch voting against the motion.

MOTION: Councilmember Welch moved to approve the Design Concept as amended to include all deceleration lanes as add/alternates and to enclose the ditch at the southwest corner of 45th and Oliver in conjunction with the 45th, Woodlawn to Oliver design project. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

B. Consideration of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Changing The Zoning District Classification Of Certain Lands Located In The City Of Bel Aire, Kansas Under The Authority Granted By The Zoning Regulations Of The City (Tierra Verde South, PUD-23-02).

MOTION: Councilmember Dehn moved to accept An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Changing The Zoning District Classification Of Certain Lands Located In The City Of Bel Aire, Kansas Under The Authority Granted By The Zoning Regulations Of The City (Tierra Verde South Addition, PUD-23-02) and authorize the Mayor to sign. Councilmember Davied seconded the motion.

Roll Call Vote:

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

Motion carried 6-0.

C. Consideration of accepting a bid for 53rd Street Reconstruction, Oliver to Woodlawn. Four bids were received.

MOTION: Councilmember Smith moved to accept the bid from Kansas Paving in the amount not to exceed \$1,757,951.50 contingent on the Right of Way acquisition being completed and adoption of an authorizing Resolution. Councilmember Welch seconded the motion. Discussion followed.

MOTION: Councilmember Smith moved to withdraw his earlier motion. Discussion followed.

MOTION: Councilmember Hamburg moved to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, Assistant City Manager, City Attorney, and the City Engineer. The meeting will be for a period of 10 minutes, and the open meeting will resume in City Council Chambers at 9:20 p.m. Councilmember Dehn seconded the motion.

Councilmember Welch raised a procedural question regarding Councilmember Smith’s last motion.

MOTION: Councilmember Smith moved to withdraw his earlier motion. Councilmember Davied seconded. **Motion carried 4-1**, with Councilmember Welch voting against the motion.

MOTION: Mayor Benage stated that Councilmember Hamburg’s motion for Executive Session would now be entertained. Councilmember Dehn seconded the motion. **Motion carried 4-1**, with Councilmember Davied voting against the motion.

The Council then recessed into Executive Session. At 9:20 p.m., Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Welch moved to table this item. Councilmember Davied seconded the motion. *Motion carried 5-0.*

D. Consideration of a Kansas Local Bridge Improvement Program Bridge Reconstruction/Rehabilitation Agreement.

Mayor Benage noted the time and requested a motion to remove certain items from the agenda for consideration at a later date.

MOTION: Councilmember Hamburg moved to remove items D, G, and H from the agenda. Councilmember Smith seconded the motion. *Motion carried 5-1* with Councilmember Welch voting against the motion.

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

Following the recess, Mayor Benage requested a motion to address Item XII. A. (Executive Session for attorney-client consultation regarding contractual obligations).

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, Assistant City Manager, City Attorney, City Engineer and Neil Gosch. The meeting will be for a period of 20 minutes, and the open meeting will resume in City Council Chambers at 9:52 p.m. Councilmember Davied seconded the motion. *Motion carried 5-0.*

The Council then recessed into executive session. At 9:55 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

E. Consideration of a quote from Imagine IT for server replacement.

MOTION: Councilmember Smith moved to accept the quote from Imagine IT for server replacement for a one-time fee of \$23,397.50, and a recurring monthly fee of \$880.88 and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

F. Consideration of a quote from Imagine IT for the Security Shield Program.

MOTION: Councilmember Dehn moved to accept the quote from Imagine IT for the Security Shield Program for a one-time fee of \$6,000, and a recurring monthly fee of \$1,989.20 and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

G. Consideration of a Resolution designating signatories for the City's checking account.

This item was removed from the agenda for consideration at a later date.

H. Consideration of a Resolution designating signatories for the City's account with the Kansas Municipal Investment Pool.

This item was removed from the agenda for consideration at a later date.

I. Consideration of A Software and Professional Services Agreement with gWorks for software data conversion.

MOTION: Councilmember Hamburg moved to approve the Software and Professional Services Agreement with gWorks at a cost not to exceed \$24,500 and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 5-0.*

XII. EXECUTIVE SESSION

A. *This Item was addressed earlier in the meeting.*

B. MOTION: Councilmember Dehn moved to recess into Executive Session to discuss contract negotiations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. The Executive Session will include the City Manager, Assistant City Manager, and Attorneys for the City. The Executive Session will be for a period of 20 minutes, and the open meeting will resume in City Council Chambers at 10:23 p.m. Councilmember Smith seconded the motion. *Motion carried 5-0.*

The Council then recessed into executive session. At 10:25 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

C. MOTION: Councilmember Hamburg moved to recess into Executive Session to discuss personnel performance pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. The Executive Session will include the City Manager, Assistant City Manager, and Attorney for the City. The Executive Session will be for a period of 20 minutes, and the open meeting will resume in City Council Chambers at 10:47 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council then recessed into executive session. At 10:48 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

XIII. DISCUSSION AND FUTURE ISSUES: There was no further discussion.

XIV. ADJOURNMENT

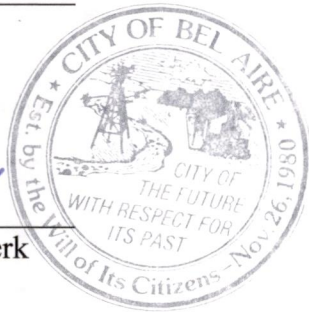
MOTION: Councilmember Smith moved to adjourn. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

Approved by the City Council this 5th day of March, 2024.

Jim Benage
Jim Benage, Mayor

ATTEST:

Melissa Krehbiel
Melissa Krehbiel, City Clerk





Sedgwick County
Register of Deeds - Tonya Bucki

Doc.#/Flm-Pg: 302937

Section XI, Item G.

Receipt #: 2416790
Pages Recorded: 2

Recording Fee: \$0.00

Cashier: escala

Authorized By: *Tonya Bucki*

Date Recorded: 03/01/2024 02:47:49 PM



(Published in *The Ark Valley News* on February 29, 2024)

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. 716

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

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

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held on Case No. PUD-23-04 on January 11, 2024, all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

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

SECTION 1. The Governing Body supports the recommendation of the Bel Aire Planning Commission and approves changing the zoning classifications allowed in the Tierra Verde South Addition PUD to include R-5 and R-6 zoning, with the condition that R-6 zoning uses are excluded from Lot 3, Block 1 and Reserve A, Block 2.

Legal Description

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

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

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

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Bel Aire, Kansas
this 20th day of February, 20, 2024.

CITY OF BEL AIRE, KANSAS

[seal]



Jim Benage
Jim Benage, Mayor

ATTEST:

Melissa Krehbiel
Melissa Krehbiel, City Clerk

Affidavit of Publication

STATE OF KANSAS,
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 29th day of February, 2024, with subsequent publications being made on the following dates:

_____, 2024 _____, 2024
_____, 2024 _____, 2024
_____, 2024 _____, 2024

Chris Strunk

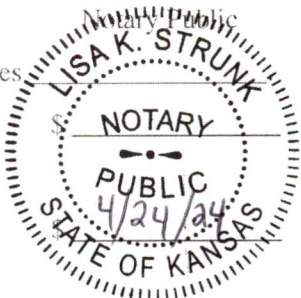
Subscribed and sworn to before me this 29th day of February, 2024.

WBS

My commission expires

Additional copies

Printer's fee



Bel Aire public notice

(Published in The Ark Valley News Feb. 29, 2024.)

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. 716

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

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

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held on Case No. PUD-23-04 on January 11, 2024, all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

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

SECTION 1. The Governing Body supports the recommendation of the Bel Aire Planning Commission and approves changing the zoning classifications allowed in the Tierra Verde South Addition PUD to include R-5 and R-6 zoning, with the condition that R-6 zoning uses are excluded from Lot 3, Block 1 and Reserve A, Block 2.

Legal Description

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

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

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

PASSED AND APPROVED by the Governing Body of the City of Bel Aire, Kansas this 20th day of February, 2024.

CITY OF BEL AIRE, KANSAS
Jim Benage, Mayor

ATTEST:
Melissa Krehbiel, City Clerk

Tierra Verde South

April 2, 2024

City Council Meeting

Agenda Documents:

- Staff Report
- Amended PUD Agreement

**AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT
CONCERNING THE DEVELOPMENT
OF TIERRA VERDE SOUTH ADDITION
TO THE CITY OF BEL AIRE, KANSAS**

THIS AGREEMENT is made and entered into by and between ME ENTERPRISES IV, LLC, a Kansas Limited Liability Company, and NORTH WEBB, LLC, a Kansas Limited Liability Company, hereinafter collectively referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Developer desires zoning by a PUD from the City on a portion of land more fully described below and herein referred to as TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas; and

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

PURPOSE. This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, is a condition precedent to final consideration by the City of the Developer's request for approval of the final plat on a tract of land more fully described below and herein referred to as the TIERRA VERDE SOUTH ADDITION PUD project to the City of Bel Aire, Kansas.

TIERRA VERDE SOUTH ADDITION PUD PROJECT LEGAL DESCRIPTION. A portion of TIERRA VERDE SOUTH ADDITION PUD, City of Bel Aire, Kansas more particularly described as, to-wit:

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

PERMITTED USE.

The Tierra Verde South Addition to the City of Bel Aire, Kansas shall have the uses permitted in the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "R-6" Multi-Family District, "C-1" Neighborhood Commercial Office & Retail District and "C-2" Planned Commercial District, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

Lot 3, Block 1, and Reserve A, Block 2, shall not be allowed any "R-6" Multi-family District uses. It shall be restricted to the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "C-1" Neighborhood Commercial Office & Retail District, and "C-2" Planned Commercial District.

"R-6" Multi-Family:

- Single- Family
- Duplexes
- Garden & Patio Homes
- Townhomes
- Condominiums
- Multi-Family
- Churches
- Day-cares
- Schools
- Leasing offices
- Playgrounds or community spaces.
- Accessory structures as approved by the City Manager.

The building setbacks for the "R-5" Garden and Patio Homes, Townhouse and Condominiums District and "R-6" Multi-Family shall be as follows: twenty-five feet (25') front yard setback; ten feet (10') side yard setback; and twenty feet (20') rear yard setback.

"C-1 and C-2":

- Accessory structure as approved by the City Manager.
- Special Events permits approved by the City Manager
- C-1 permitted uses as defined in the current City Code Neighborhood Commercial, Office Retail
- C-2 uses require a PUD amendment unless approved with the Master Plan for this development

The building setback for "C-1" and "C-2" shall be per the recorded plat of Tierra Verde South Addition. No building shall be constructed within a public utility easement.

Reserves A-J shall be reserved for entry monuments, landscape, irrigation, drainage and open space. Any changes to the Reserves shall be approved by the City to ensure that conveyance of stormwater is preserved.

GENERAL PROVISIONS. This agreement shall be subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. - DOC #/FLM-PG: 29092138)

Any re-platting will follow City Code and can be done in entirely or a portion thereof.

PURPOSE. A specific purpose of this agreement is to assure that necessary improvements are in place to support development of the tract of land herein referred to as the Tierra Verde South Addition to the City of Bel Aire, Kansas. Therefore, the Developer's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The City reserves the right to clarify any conflicts between this document and plat.

RECORDING. The Developer shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds within 30 days of final approval and within 45 days provide City will proof of filing. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished by the Developer to the general contractor before building permits are issued.

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

THIS AGREEMENT is hereby executed on this _____ day of _____, 2024.

ME ENTERPRISES IV, LLC, DEVELOPER

By _____
MASOUD ETEAZI, MEMBER

NORTH WEBB, LLC, DEVELOPER

By _____
P. JOHN ECK, MANAGER

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the _____ day of _____, 2024 and is hereby executed on this _____ day of _____, 2024.

MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this ____ day of _____, 2024, before me, a Notary Public, came Masoud Etezazi, Member of ME Enterprises IV, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, for said limited liability company.

NOTARY PUBLIC

My Appointment Expires: _____

STATE OF KANSAS)
COUNTY OF _____) ss:

BE IT KNOWN BY ALL PERSONS that on this ____ day of _____, 2024, before me, a Notary Public, came P. John Eck, Manager of North Webb, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, for said limited liability company.

NOTARY PUBLIC

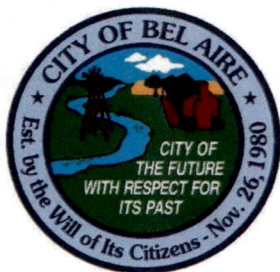
My Appointment Expires: _____

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2024, before me, a Notary Public, came Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the foregoing Agreement Concerning the Development of TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Jim Benage.

NOTARY PUBLIC

My Appointment Expires: _____



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
April 02, 2024 7:00 PM



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

II. ROLL CALL

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

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, Director of Public Works Marty McGee, City Clerk Melissa Krehbiel, Bond Counsel Kevin Cowan of Gilmore and Bell, PA and Ken Lee, P.E. of Garver.

III. OPENING PRAYER: John Barkett provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

- A. Approval of Minutes of the March 19, 2024 City Council meeting.**
- B. Accept and file a Termination and Release of Real Estate Exchange Agreement between the Bel Aire PBC and Willowrock Properties, LLC.**

MOTION: Councilmember Smith moved to approve the Consent Agenda as listed and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

- A. Consideration of Appropriations Ordinance No. 24-06 in the amount of \$1,040,810.35.**

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance No. 24-06. Councilmember Smith seconded the motion. *Motion carried 4-0.*

VIII. CITY REQUESTED APPEARANCES

A. City Manager Ted Henry - Oath of Office

Ted Henry took the Oath of Office for his new role as City Manager.

B. Gary Northwall - Service Recognition

Mayor Benage recognized Gary Northwall and presented a plaque to him for his many years of service on the Tree Board.

C. Tristin Terhune - Service Recognition

Tristin Terhune, Director of Communications and HR, was recognized and presented with a plaque for her 13 years of service to the City in many roles. Ms. Terhune has accepted the role of Assistant City Manager for the City of Maize, Kansas.

IX. CITIZEN CONCERNS: No one spoke.

X. REPORTS

A. Council Member Reports

Councilmember Hamburg reported she recently attended Spring Fest, a ride along with a Bel Aire Police Officer and the Eagle Lake Park cleanup with the Tree Board.

Councilmember Smith briefly reported on the most recent meeting of the CCUA.

Councilmember Dehn reminded the public of upcoming events: the Bel Aire Chamber monthly luncheon will be held next Wednesday at City Hall and a public Open House for K-96 Improvements will be held next Thursday, April 11th.

B. Mayor's Report

Mayor Benage noted that this weekend I-135 will be closed from K-254 interchange to the K-96 interchange. Information from KDOT is available on the Bel Aire website.

He also noted that property theft through title deeds is an ongoing nationwide problem. Bel Aire citizens can take preventative measures by signing up for a “Property Activity Alert” on the website of the Sedgwick County Register of Deeds.

He briefly reported on the most recent meetings of the CCUA and the Sedgwick County Fire District #1 Steering Committee. Mayor Benage thanked Spring Fest sponsors, the Bel Aire Lions Club, Bel Aire Chamber of Commerce and City staff for their work on the event.

C. City Attorney Report

City Attorney Maria Schrock gave a brief report on the recent Kansas Rural Water Association conference.

D. City Manager Report

City Manager Ted Henry thanked his family and the Council for their support as he steps into the role of City Manager. He briefly reflected on the City’s motto “City of the Future with Respect for its Past” and his leadership philosophy.

XI. Public Hearing

- A. **Public Hearing - IRB Issuance, Waltons 53rd Holdings, LLC:** The purpose of the public hearing is to hear from taxpayers, citizens, and other stakeholders regarding the issuance by the Issuer of its Taxable Industrial Revenue Bonds (Waltons 53rd Holdings LLC), in a principal amount not to exceed \$12,000,000 (the “Bonds”) and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued to pay the costs of acquiring, equipping and constructing a 100,000-square-foot facility to house a meat processing supply and equipment commercial facility located on Lot 8, Block C of the Sunflower Commerce Park Addition (just south of 53rd Street, between Webb Road and Greenwich Road). The Issuer further intends to lease such facility to Waltons 53rd Holdings LLC, a Kansas limited liability company, or a related entity (the “Tenant”).

Mayor Benage opened the public hearing and asked if anyone in attendance would like to speak. No one spoke.

MOTION: Councilmember Hamburg moved to close the public hearing.
Councilmember Smith seconded the motion. *Motion carried 4-0.*

XII. 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 To Finance Acquiring, Constructing And Equipping A Facility To House A Meat Processing Supply And Equipment Commercial Facility To Be Located In The City; And Authorizing Execution Of Related Documents (Waltons 53rd Holdings, LLC).**

MOTION: Councilmember Smith moved to accept the Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Determining The Advisability Of Issuing Taxable Industrial Revenue Bonds To Finance Acquiring, Constructing And Equipping A Facility To House A Meat Processing Supply And Equipment Commercial Facility To Be Located In The City; And Authorizing Execution Of Related Documents and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 4-0.*

- B. **Consideration of a Letter of Intent to Issue IRB’s and Provide Other Incentives for Construction of a Industrial, Manufacturing, Warehouse, Distribution, Flex and/or Office Facility (Aspen Funds, LLC).**

MOTION: Councilmember Dehn moved to approve a Letter of Intent to Issue IRB’s and Provide Other Incentives for Construction of an Industrial, Manufacturing,

Warehouse, Distribution, Flex and/or Office Facility (Aspen Funds, LLC) and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 4-0.*

C. **Consideration of a Notice of Hearing regarding Issuance of IRB’s and Other Incentives for Construction of an Industrial, Manufacturing, Warehouse, Distribution, Flex and/or Office Facility (Aspen Funds, LLC).**

MOTION: Councilmember Dehn moved to approve a Notice of Hearing regarding Issuance of IRB’s and Other Incentives for Construction of an Industrial, Manufacturing, Warehouse, Distribution, Flex and/or Office Facility (Aspen Funds, LLC) and authorize the Mayor to sign. Councilmember Smith seconded the motion. *Motion carried 4-0.*

D. **Consideration of an Amended Planned Unit Development Agreement Concerning The Development Of Tierra Verde South Addition To The City Of Bel Aire, Kansas.**

MOTION: Councilmember Hamburg moved to approve the Amended Planned Unit Development Agreement Concerning The Development Of Tierra Verde South Addition To The City Of Bel Aire, Kansas and authorize the Mayor to sign. Councilmember Smith seconded the motion. *Motion carried 4-0.*

E. **Consideration of the activation of the traffic signal at 45th and Woodlawn.**

MOTION: Councilmember Smith moved to approve the activation of the traffic signal at 45th and Woodlawn with detection activated signal cycles. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

F. **Consideration of a quote to inspect, clean, and line a sewer pipe on Odessa Street. One bid was received:**

<u>Company</u>	<u>Bid</u>
Mayer Specialty Services	\$21,200.00

MOTION: Councilmember Smith moved to accept the quote from Mayer Specialty Services in the amount of \$21,200.00 to inspect, clean, and line the sewer pipe on Odessa Street and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

XIII. **EXECUTIVE SESSION:** No executive session was held.

XIV. **DISCUSSION AND FUTURE ISSUES: Workshop April 9th at 6:30 p.m.?**

The Council briefly discussed the agenda for the upcoming workshop which will be held on April 9th at 6:30 p.m.

XV. **ADJOURNMENT**

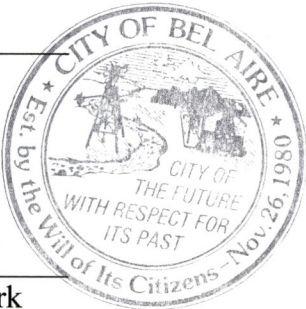
MOTION: Councilmember Dehn moved to adjourn. Councilmember Welch seconded the motion. *Motion carried 4-0.*

Approved by the City Council this 16th day of April, 2024.


Jim Benage, Mayor

ATTEST:


Melissa Krehbiel, City Clerk





Sedgwick County
Register of Deeds - Tonya Buckingham
Doc.#/Flm-Pg: 30302487

Section XI, Item G.

Receipt #: 2422665
Pages Recorded: 5

Recording Fee: \$89.00

Cashier: vbunch

Authorized By: *Tonya Buckingham*

Date Recorded: 04/16/2024 12:43:08 PM



**AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT
CONCERNING THE DEVELOPMENT
OF TIERRA VERDE SOUTH ADDITION
TO THE CITY OF BEL AIRE, KANSAS**

THIS AGREEMENT is made and entered into by and between ME ENTERPRISES IV, LLC, a Kansas Limited Liability Company, and NORTH WEBB, LLC, a Kansas Limited Liability Company, hereinafter collectively referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Developer desires zoning by a PUD from the City on a portion of land more fully described below and herein referred to as TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas; and

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

PURPOSE. This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, is a condition precedent to final consideration by the City of the Developer's request for approval of the final plat on a tract of land more fully described below and herein referred to as the TIERRA VERDE SOUTH ADDITION PUD project to the City of Bel Aire, Kansas.

TIERRA VERDE SOUTH ADDITION PUD PROJECT LEGAL DESCRIPTION. A portion of TIERRA VERDE SOUTH ADDITION PUD, City of Bel Aire, Kansas more particularly described as, to-wit:

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

PERMITTED USE.

The Tierra Verde South Addition to the City of Bel Aire, Kansas shall have the uses permitted in the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "R-6" Multi-Family District, "C-1" Neighborhood Commercial Office & Retail District and "C-2" Planned Commercial District, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

Lot 3, Block 1, and Reserve A, Block 2, shall not be allowed any "R-6" Multi-family District uses. It shall be restricted to the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "C-1" Neighborhood Commercial Office & Retail District, and "C-2" Planned Commercial District.

"R-6" Multi-Family:

- Single- Family
- Duplexes
- Garden & Patio Homes
- Townhomes
- Condominiums
- Multi-Family
- Churches
- Day-cares
- Schools
- Leasing offices
- Playgrounds or community spaces.
- Accessory structures as approved by the City Manager.

The building setbacks for the "R-5" Garden and Patio Homes, Townhouse and Condominiums District and "R-6" Multi-Family shall be as follows: twenty-five feet (25') front yard setback; ten feet (10') side yard setback; and twenty feet (20') rear yard setback.

"C-1 and C-2":

- Accessory structure as approved by the City Manager.
- Special Events permits approved by the City Manager
- C-1 permitted uses as defined in the current City Code Neighborhood Commercial, Office Retail
- C-2 uses require a PUD amendment unless approved with the Master Plan for this development

The building setback for "C-1" and "C-2" shall be per the recorded plat of Tierra Verde South Addition. No building shall be constructed within a public utility easement.

Reserves A-J shall be reserved for entry monuments, landscape, irrigation, drainage and open space. Any changes to the Reserves shall be approved by the City to ensure that conveyance of stormwater is preserved.

GENERAL PROVISIONS. This agreement shall be subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. - DOC #/FLM-PG: 29092138)

Any re-platting will follow City Code and can be done in entirety or a portion thereof.

PURPOSE. A specific purpose of this agreement is to assure that necessary improvements are in place to support development of the tract of land herein referred to as the Tierra Verde South Addition to the City of Bel Aire, Kansas. Therefore, the Developer's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The City reserves the right to clarify any conflicts between this document and plat.

RECORDING. The Developer shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds within 30 days of final approval and within 45 days provide City with proof of filing. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished by the Developer to the general contractor before building permits are issued.

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

THIS AGREEMENT is hereby executed on this 16th day of April, 2024.

ME ENTERPRISES IV, LLC, DEVELOPER

By [Signature]
MASOUD ETEZAZI, MEMBER

NORTH WEBB, LLC, DEVELOPER

By [Signature]
P. JOHN ECK, MANAGER

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the 2nd day of April, 2024 and is hereby executed on this 3rd day of April, 2024.

SEAL

ATTEST:

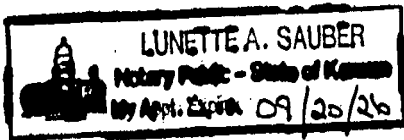
[Signature]
CITY CLERK, MELISSA KREHBIEL

[Signature]
MAYOR, JIM BENAGE

ACKNOWLEDGEMENTS

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this 16th day of April, 2024, before me, a Notary Public, came Masoud Etezazi, Member of ME Enterprises IV, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, for said limited liability company.

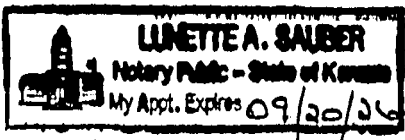


Lunette A. Sauber
NOTARY PUBLIC

My Appointment Expires: 09/20/2026

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this 8th day of APRIL, 2024, before me, a Notary Public, came P. John Eck, Manager of North Webb, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, for said limited liability company.



Lunette A. Sauber
NOTARY PUBLIC

My Appointment Expires: 09/20/2026

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this 3rd day of April, 2024, before me, a Notary Public, came Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the foregoing Agreement Concerning the Development of TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Jim Benage.



Tristin Terhune
NOTARY PUBLIC

My Appointment Expires: Nov. 5, 2025

Tierra Verde South

November 14, 2024

Planning Commission Meeting

Agenda Documents:

- Staff Report
- Site Sketch Plan Pages 1-2
- Utility Sketch Plan
- Final Plat Page 1

City of Bel Aire

STAFF REPORT**DATE: 11/07/2024****TO: Bel Aire Planning Commission****FROM: Paula Downs****RE: Agenda****STAFF COMMUNICATION**

FOR MEETING OF	11/14/24
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:**Sketch Plan- Tierra Verde South, Lot 1, Block 2**

The Sketch plan does not require the city to place a notification ad in the Ark Valley Newspaper.

History

The sketch plan was accepted based on the history of the PUD plan for Tierra Verde. PUD-23-04, Ordinance 716 provided locations where housing is allowed within the PUD without plat adjustments. Unit developments are part of the platting process. Any appeals, waivers, modifications would go to the city manager, Board of Zoning Appeals, and city council.

Discussion

Discussion of this item does not require consideration of the golden factors.

Packet includes:

- Sketch plan- 10-unit layout
- Sketch plan- 12-unit layout
- Utility Plan (as required)
- Plat sheet (showing location of lot within Tierra Verde South Addition)

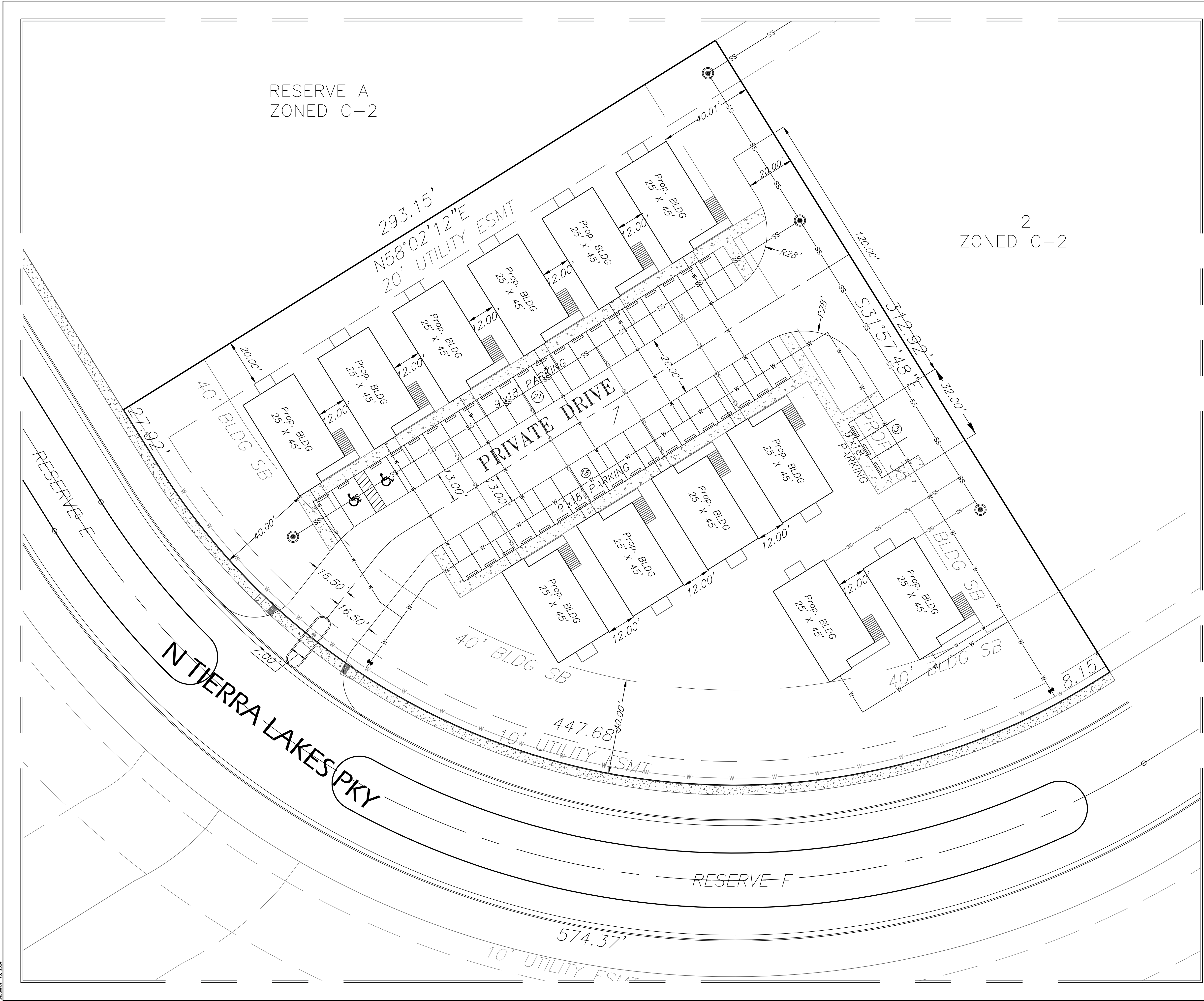
General zoning was not discussed during the recent PUD-23-04 case.

Sketch plan legend includes information related to the Bel Aire Zoning Code. Review of the sketch plan legend against the layout of the lot should be discussed. The setback information contained in the zoning code is provided as follows:

- Minimum front yard setback– thirty (30) feet from street right-a-way.
- Minimum side yard setback:
 - Fifteen (15) from property lines;
 - Seventy-five (75) feet from property lines adjoining land zoned C-2 through M-2 inclusive;
 - Corner lot – thirty (30) feet from street right-of-way
- Minimum rear yard:
 - Thirty-five (35) feet from property line;
 - Seventy-five (75) feet from property lines adjoining land zoned C-2 through M-3, inclusive.
- Minimum distance between building – forty-five (45) feet

Recommendations of permanent staff

The Sketch plan does not require recommendations by staff or a motion from the Planning Commission.



PARKING DENSITY:

1.75 SPACES PER DWELLING UNIT
-1.75 x 24 DWELLING UNITS= 42 SPACES
(40 STANDARD, 2 ADA COMPLIANT)

FROM BEL AIRE ZONING REGS

ZONING: MULTI-FAMILY R6

-MIN LOT AREA PER DWELLING UNIT= 3,630 sq ft

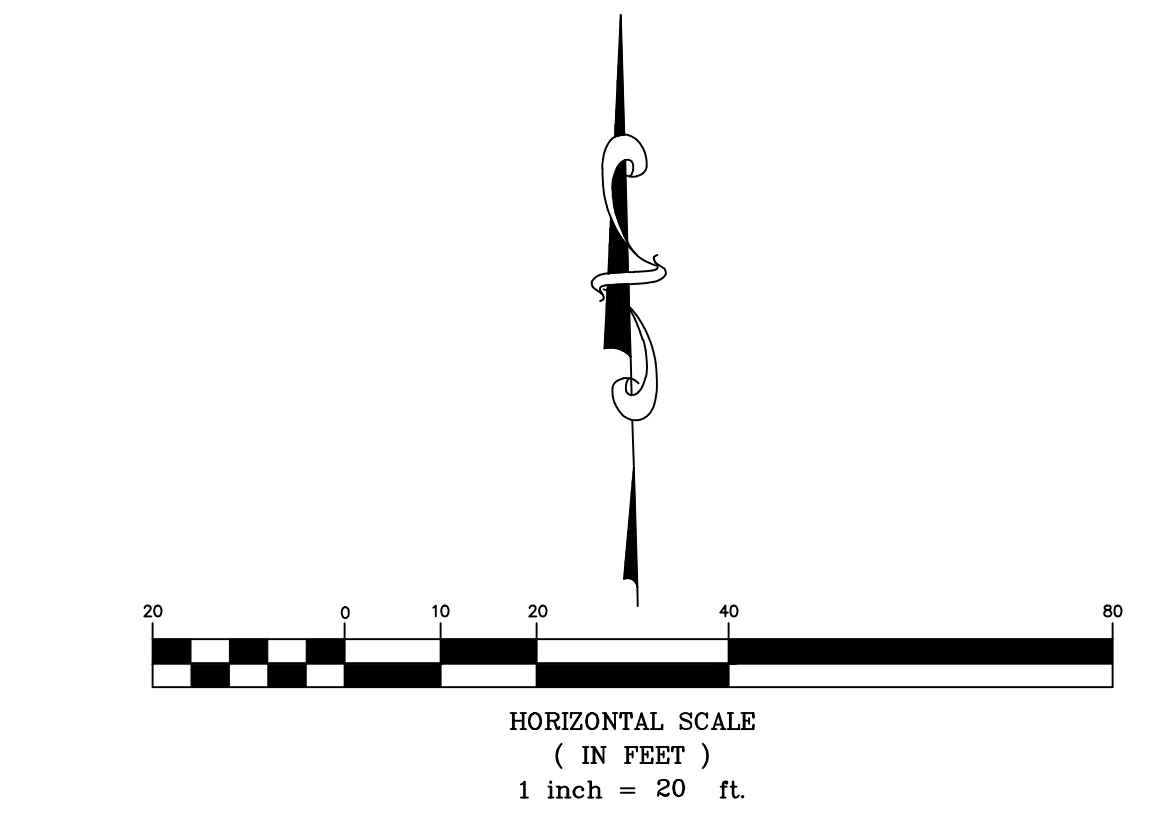
(TOTAL LOT AREA = 74,301.464 sq. ft)


-TOTAL DWELLING UNITS ALLOWED = 20
-TOTAL DUPLEXES ALLOWED = 10

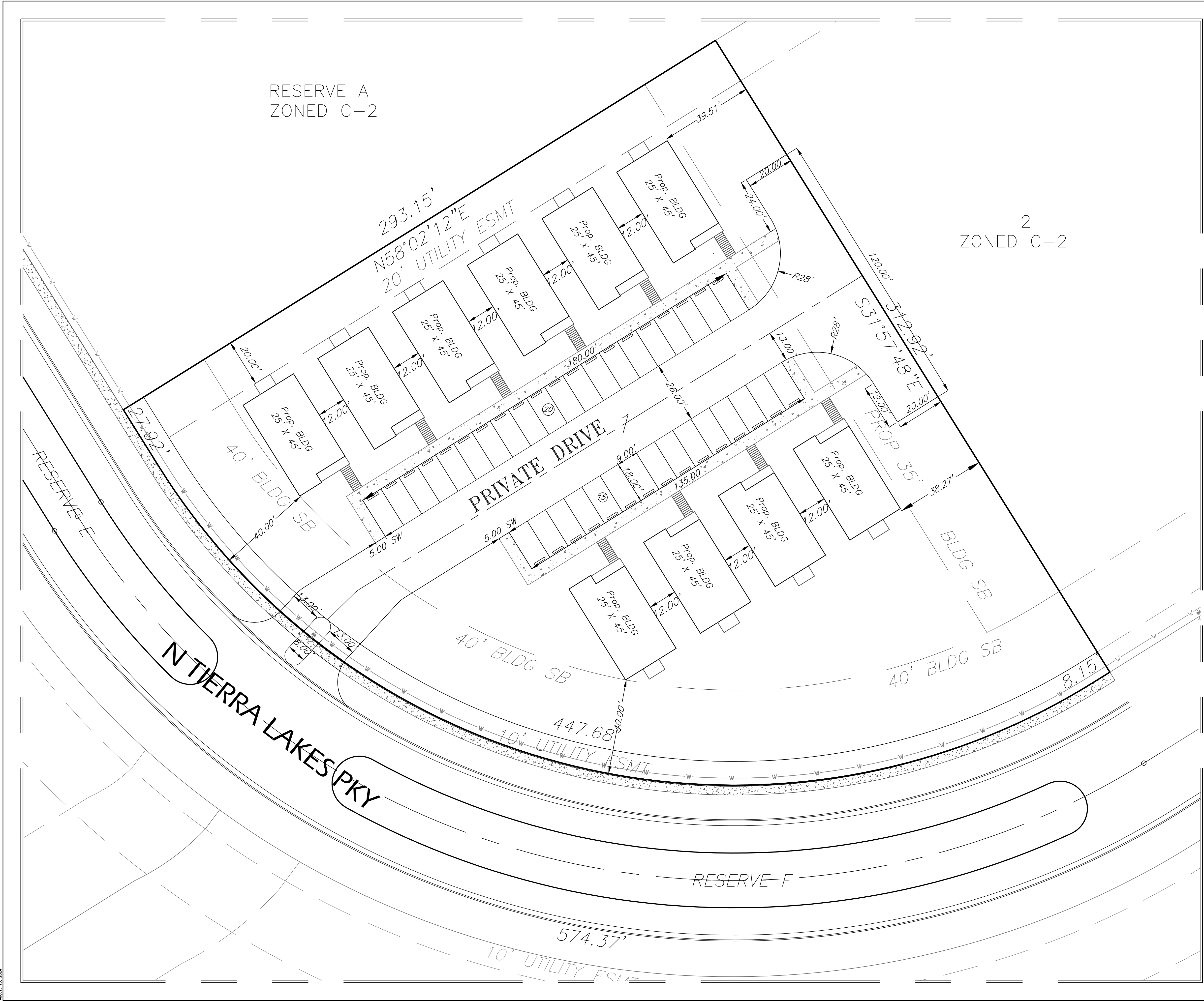
-MIN FRONT SB = 30' (40' PLATTED)

-MINIMUM SIDE-YARD SB =
15' MIN = 75' FROM PL ADJOINING
LAND ZONED C-2 THROUGH M-3
[INCLUSIVE]

-MINIMUM REAR SB = 35' MIN = 75' FROM
PL ADJOINING LAND ZONED C-2 THROUGH
M-3 [INCLUSIVE]



Tierra Verde South Addition Duplexes Site Plan Bel Aire, Kansas				
PROJECT NUMBER				
 117 E. Lewis, Wichita, KS 67202 (316)264-0242	KEM NO. 24105	FILE	DATE 09/2024	SHEET 1.0
	DESIGN KM	DRAWN CC	REVISED	



FROM BEL AIRE ZONING REGS

ZONING: MULTI-FAMILY R6

-MIN LOT AREA PER DWELLING UNIT= 3,630 sq ft

(TOTAL LOT AREA = 74,301.464 sq. ft)

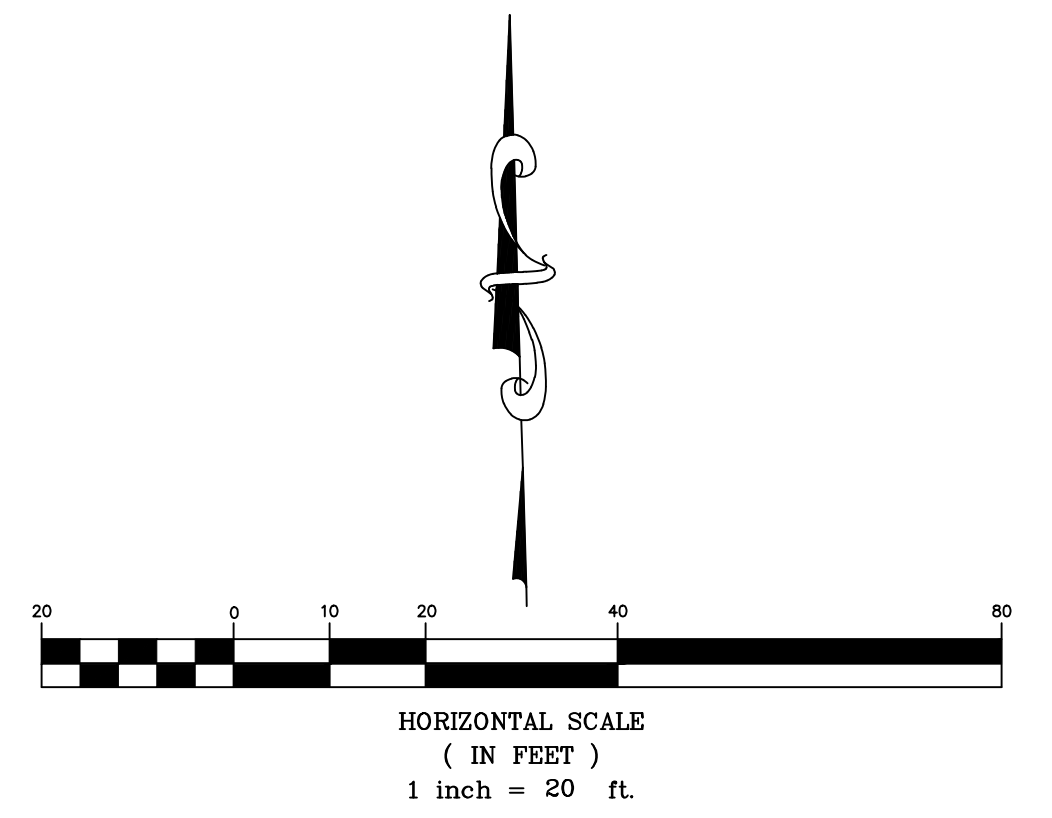
-TOTAL DWELLING UNITS ALLOWED = 20

-TOTAL DUPLEXES ALLOWED = 10


-MIN FRONT SB = 30' (40' PLATTED)

-MINIMUM SIDE-YARD SB =
15' MIN = 75' FROM PL ADJOINING LAND ZONED C-2 THROUGH M-3 [INCLUSIVE]

-MINIMUM REAR SB = 35' MIN = 75' FROM PL ADJOINING LAND ZONED C-2 THROUGH M-3 [INCLUSIVE]



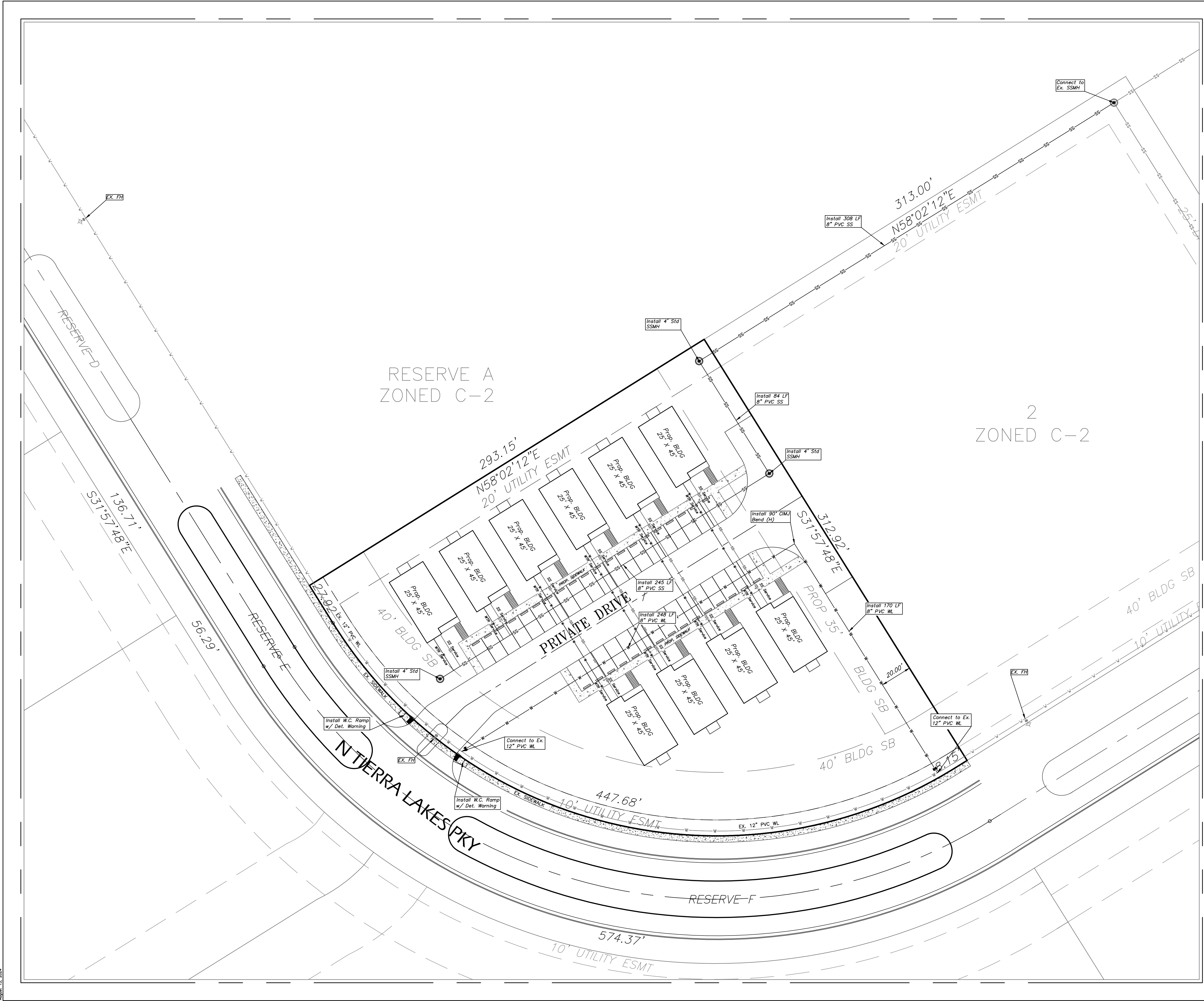
Tierra Verde South Addition Duplexes
Site Plan
Bel Aire, Kansas

**KEMILLER**
ENGINEERING, P.A.
117 E. Lewis, Wichita, KS 67202 (316)264-0242

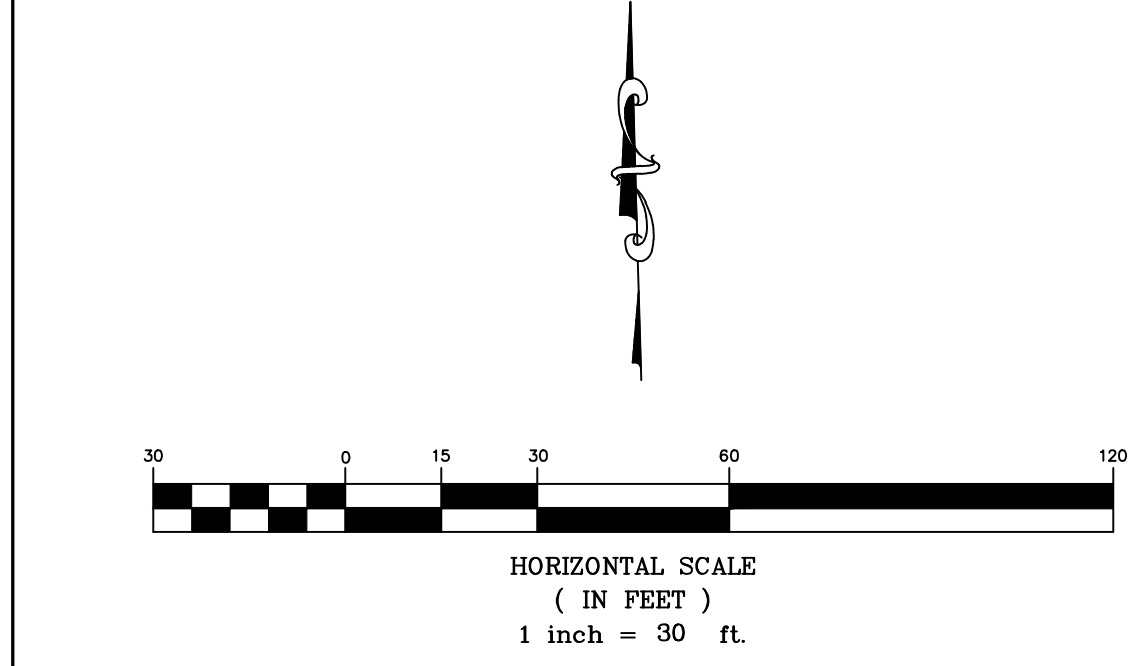
PROJECT NUMBER			
KEM NO. 24105	FILE	DATE 08/2024	SHEET 1.0
DESIGN KM	DRAWN CC	REVISED	

August 13, 2024

330



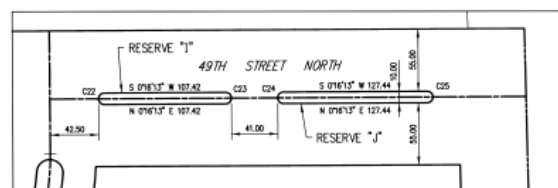
August 15, 2024



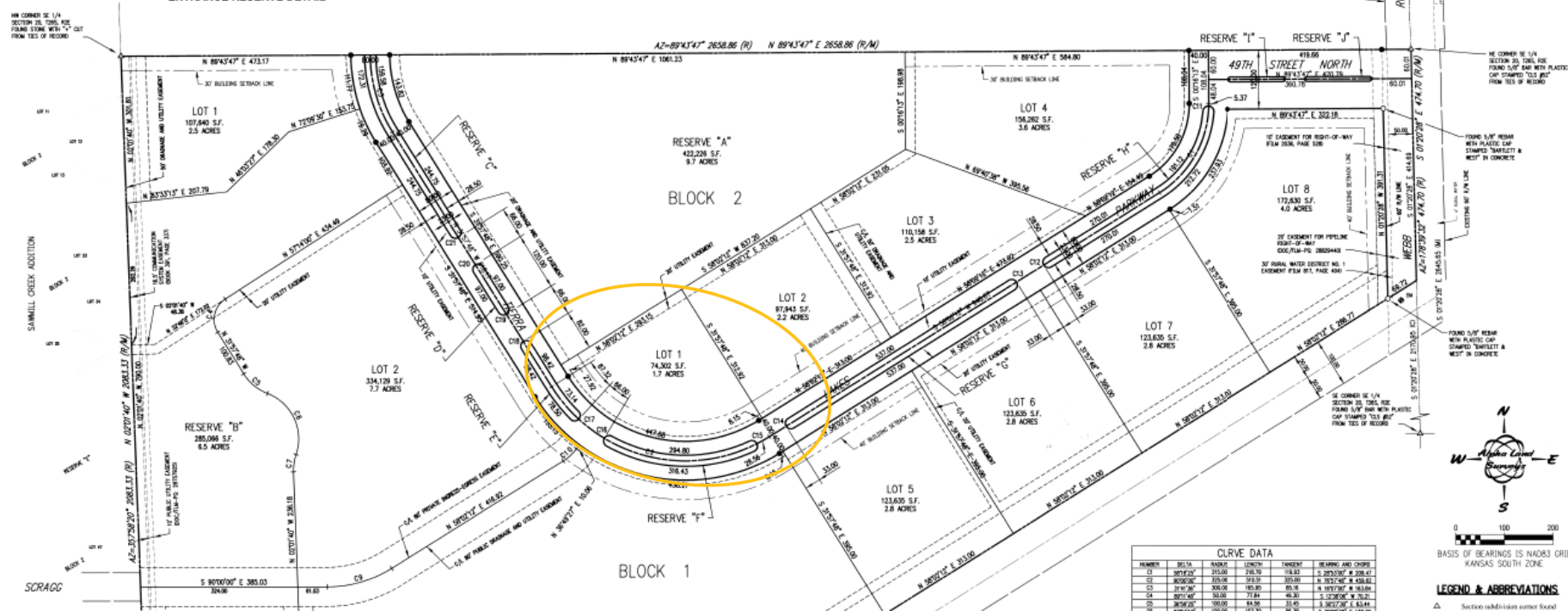
Tierra Verde South Addition Duplexes Utility Plan Bel Aire, Kansas				
PROJECT NUMBER				
 117 E. Lewis, Wichita, KS 67202 (316)264-0242	KEM NO. 24105	FILE	DATE 08/2024	SHEET 2.0
	DESIGN KM	DRAWN CC	REVISED	

Tierra Verde South Addition Lot 1 Block 2 general location

Q U I T



ENTRANCE RESERVE DETAIL



RESERVE NOTES:

THE RESERVES SHALL BE OWNED AND MAINTAINED BY THE LOT OWNERS OR HOME OWNERS' ASSOCIATION.

THE STREETS ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC.

A DRAINAGE PLAN HAS BEEN DEVELOPED FOR THIS PLAT AND ALL DRAINAGE EASEMENTS, RIGHT-OF-WAY AND RESERVES SHALL REMAIN AT ESTABLISHED GRADES OR AS MODIFIED WITH THE APPROVAL OF THE APPLICABLE CITY OR COUNTY ENGINEER AND UNOBSTRUCTED TO ALLOW FOR THE CONVEYANCE OF STORM WATER.

LEED DESIGN CRITERIA:

5. IT IS THE INTENT OF THE DEVELOPER(S) FOR TIERRA VERDE DEVELOPMENT TO DESIGN A SUSTAINABLE PROJECT USING DESIGN CRITERIA FROM THE MOST CURRENT VERSION OF THE LEED (N INDEPENDENT DEVELOPMENT) RATING SYSTEM. ALL PROPOSED INDIVIDUAL SITE DESIGNS SHALL BE REVIEWED AND APPROVED BY THE DEVELOPER'S LEED REVIEW TEAM TO ENSURE SITE PROJECTS CONFORM TO THE LEED N DESIGN PRINCIPLES. THE FOLLOWING LEED N DESIGN ITEMS SHALL BE APPLIED TO ALL DEVELOPMENT WITHIN THE PUD.

- A. THE POSTED SPEED LIMIT FOR RESIDENTIAL AREAS WITHIN THE DEVELOPMENT SHALL BE A MAXIMUM OF 20 MPH.
- B. THE POSTED SPEED LIMIT FOR ALL NON-RESIDENTIAL AREAS OR MIXED USE AREAS SHALL BE 25 MPH.
- C. MINIMUM 4' WIDE SIDEWALKS SHALL BE REQUIRED ON BOTH SIDES OF THE STREET RIGHT-OF-WAY WITH THE OUTSIDE EDGE OF THE SIDEWALK BEING PARALLEL TO AND ADJACENT TO THE RIGHT-OF-WAY LINE.
- D. NO VEHICULAR PARKING IS ALLOWED WITHIN THE STREET RIGHT-OF-WAY.
- E. ALL STREETS AND PEDESTRIAN SIDEWALKS OR OTHER PATHWAYS OF TRAVEL ARE AVAILABLE FOR GENERAL PUBLIC USE AND SHALL NOT BE GATED.

CLOSURE COMPUTATION:

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N: 171820.17 E: 1677935.82
LINE COURSE: AZ=82°45'47" LENGTH: 2658.06
N: 1718292.71 E: 1686564.04
LINE COURSE: AZ=178°39'33" LENGTH: 474.70
N: 1717851.81 E: 1686606.76
LINE COURSE: AZ=238°10'13" LENGTH: 3090.20
N: 171619.16 E: 1678606.53
LINE COURSE: AZ=353°56'20" LENGTH: 2083.33
N: 171820.17 E: 1677935.81
AREA: 77.601 ACRES 3,363,368 S.F.
PERIMETER: 8277.09
ERROR OF CLOSURE: 0.0100
(ERROR OF CLOSURE COURSE: AZ=44°19'10"
ERROR NORTH: 0.0000 ERROR EAST: -0.0100
PRECISION 1: 827826

```

[illegible]

LEGEND & ABBREVIATIONS

- | | |
|------|---|
| △ | Section subdivision corner found |
| ○ | Survey monument found |
| ● | Set 1/2" x 24" rebar with cap stamped "ALPHA CLS-184" |
| C | Calculated |
| R | Record |
| M | Measured |
| R/W | Right of Way |
| AZ | Azimuth |
| N | North |
| S | South |
| E | East |
| W | West |
| S.F. | Square Foot |
| ° | Degrees |
| ' | Feet or Minutes |
| " | Feet or Seconds |

Alpha Land Surveys, Inc.
ONE EAST NINTH AVENUE
HUTCHINSON, KANSAS 67501
PH: (620) 726-0812 FAX: (620) 726-9971

BC 316 10E



MINUTES
PLANNING COMMISSION
7651 E. Central Park Ave, Bel Aire, KS
November 14, 2024 6:30 PM



-
- I. Call to Order-** Vice-Chairman Phillip Jordan called the meeting to order at 6:39 p.m.
- II. Announcement:** As of October 9, 2024, Chairman James Schmidt resigned from the Planning Commission. The Mayor has been notified and will begin the process of appointing a new member of the Commission.

III. Roll Call

Commissioners John Charleston, Edgar Salazar, Phillip Jordan, and Paul Matzek were present. Commissioners Dee Roths and Daryk Faber were absent.

Also present were City Attorney Maria Schrock, City Engineer Anne Stephens, and Director of Community Development Paula Downs.

IV. Pledge of Allegiance to the American Flag

Vice-Chairman Jordan led the pledge of allegiance.

V. Consent Agenda

A. Approval of Minutes from Previous Meeting

MOTION: Commissioner Charleston moved to approve the minutes of September 12, 2024. Commissioner Matzek seconded the motion. *Motion carried 4-0.*

MOTION: Commissioner Matzek moved to approve the minutes of October 10, 2024. Commissioner Charleston seconded the motion. *Motion carried 4-0.*

VI. Announcement

A. Kansas Open Meetings Act (KOMA) Review

B. Golden Factors review

City Attorney Maria Schrock gave a brief presentation on the Kansas Open Meeting Act and the Golden Factors.

VII. Old Business/New Business

- A. PUD-24-07 (previously PUD-24-03): Zone change request in the City from Single-Family Residential District (R-4) to a Planned Unit Development Residential District (R-PUD) to create the Bristol Hollows Addition R-PUD, for the purpose of bringing structures that were conforming in 2020 and made non-conforming in 2023, due to lot splits that were completed without City notice and approval, generally located at 53rd Street North and Bristol Street.**

Vice-Chairman Phillip Jordan announced the item and reviewed ground rules for the public hearing. Before proceeding with the public hearing, he asked the Commission if any member intended to disqualify themselves from participating in the case because they or a relative own property in the area of notification or have conflicts of interest. No one was disqualified.

Vice-Chairman Phillip Jordan noted that proper notice of this hearing was published at least 20 days before the hearing on the City's website and in the Wichita Eagle. Notices were also mailed to the applicant and all the real property owners of record, listed on the security title, in the area of notification on October 25, 2024.

Vice-Chairman Phillip Jordan asked if anyone on the Commission had received any ex parte verbal or written communications prior to this agenda item, which they would like to share. The Commissioners responded that they had not.

City staff gave a brief report on this case and referenced the staff report on this item provided in the Commission's information packet for this meeting.

Vice-Chairman Jordan called upon the applicant to make his/her presentation on the request and any response to the City staff report. Ken Lee, Garver, spoke on behalf of the applicant and stood for questions from the Commission. The primary change to the PUD was to add "Residential" into the document. The other changes were to documents outside of the PUD, to provide clarity. Modifications were made to the Restrictive Covenants to address protections for the residents. The developer proposes that the buildings be viewed as condominiums, so that a less-restrictive wall design is required. The documents also address resident's rights to access utility meters.

City Attorney Maria Schrock commented on Ken Lee's comments regarding the proposed firewall standard. Ms. Schrock referred to the October 15th City Council meeting in which firewall standards were discussed. At that hearing, the City building inspector stated that he had no concerns with the safety of the current walls. Since the hearing, City staff have reached out to the Sedgwick County Fire Department for advice. The Sedgwick County Fire Department offered suggestions: have a fire extinguisher on hand and use caulking over any penetrations to the wall. Phil Ruffo has agreed to add those things to the Restrictive Covenants, the First Amendment, or to a wall agreement. Regarding residents' access to power meters, Mr. Ruffo agreed to add language to the documents to allow for an easement to access power meters.

City Attorney Maria Schrock submitted Exhibit A to the Commissioners and described it. Exhibit A is a basic plat diagram of the Bristol Hollows Addition that includes text that states the diagram will include a reference to the Restrictive Covenants, First Amendment to the original development agreement, the wall agreement and an easement agreement regarding access to power. If anyone wants to purchase a property, it will be easy to see these documents.

Representative Ken Lee requested that the Commission consider allowing only one tree on each lot, instead of the two trees per lot required in the zoning code.

Vice-Chair Phillip Jordan announced that the public comments section of the hearing was open and anyone wishing to make comments could come forward at this time. No one requested to speak, so the public comments section was closed. Staff confirmed that no written comments had been received.

The Commission then deliberated. Commissioners commented that considering the small lot size, it would be acceptable to have one street tree on each lot. They also cited several of the Golden Factors as they relate to this application including:

- The Character of the Neighborhood,
- The Zoning and Uses of nearby properties supports development;
- The Relative gain to the public health, safety, and welfare by the destruction of the value of petitioner's property as compared to the hardship imposed upon the applicant;.
- The Conformance of the requested change to the adopted or recognized Comprehensive (master plan) being utilized by the city;
- The Impact of the proposed development on community facilities.

Commissioners also cited the recommendation of professional staff as a contributing factor in their decision.

MOTION: Vice-Chairman Jordan moved thus:

Having considered the evidence at the hearing and the factors to evaluate the application, I move we recommend to the City Council that the zone change request from Single-Family Residential District "R-4" to a Planned Unit Development Residential District "R-PUD" in PUD-24-07 (previously PUD-24-03) be approved with modifications based on findings as listed in the staff report, and the condition of one tree in the front of each unit, as recorded in the summary of this hearing, And the following conditions be made a part of this recommendation:

- a) An updated plat depicting the Bristol Hollows Addition R-PUD shall be provided for council consideration, and if approved by council, it will be attached to the ordinance as Exhibit A; and,

- b) The platter's text in Exhibit A will reference additional documents, such as; the Restrictive Covenants, First Amendment to the Original Development Agreement, Wall Agreement, and Easement Agreement Re: Access to Power Meter. Those documents will be incorporated by reference, to the Bristol Hollows Addition R-PUD and ordinance; and
- c) The applicant shall file the ordinance and all documents incorporated by reference to the Bristol Hollows Addition R-PUD, with the Sedgwick County Register of Deeds. Proof of filings shall be provided to the Bel Aire City Clerk, within 30 days of filing with the Sedgwick County Register of Deeds.

Commissioner Matzek seconded the motion.

Motion carried 4-0.

B. PUD-24-04- Proposed Final PUD containing approved duplexes to be converted townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built (Chapel Landing Phase 2).

Vice-Chairman Phillip Jordan announced the item and reviewed ground rules for public hearings. Before proceeding with the public hearing, he asked the Commission if any member wished to disqualify themselves from participating in the case because they or a relative own property in the area of notification or have conflicts of interest. No one was disqualified.

Vice-Chairman Phillip Jordan noted that proper notice of this hearing was published at least 20 days before the hearing on the City's website and in *The Ark Valley News*. Notices were also mailed to the applicant and all the real property owners of record listed on the security title, in the area of notification.

Vice-Chairman Phillip Jordan asked if anyone on the Commission had received any ex parte verbal or written communications prior to this agenda item, which they would like to share. The Commissioners responded that they had not.

City staff gave a brief report on this case and referenced the Commission's information packet for this meeting. City staff noted that, similar to Agenda Item A, the developer completed lot splits for this property, without following the procedure outlined in the City Code.

Vice-Chairman Jordan called upon the applicant to make his/her presentation on the request and any response to the City staff report. Jay Cook, Baughman Company, spoke on behalf of the applicant and stood for questions from the Commission. Mr. Cook asked that the requirement for street trees be reduced from two trees to one tree, due to the small size of the lots. He also requested that in lieu of tabling the item that the Planning Commission send the item to the City Council.

Vice-Chairman Jordan opened the public comments section. Mary Montanez, 5290 Pinecrest Ct N, spoke to the Commission. She asked for clarification regarding the term “zero lot line” and asked if the property owner will still own the yard. Staff explained that “zero lot line” is a term from the zoning code that describes a property boundary with no easement between properties; in this case the common wall of the duplex.

No others requested to speak, and the public comments section was closed. Staff confirmed that they had not received any written communications from the public regarding this case.

The Commission then discussed the application, as it relates to the City’s Zoning Code and the Golden Factors. Vice-Chairman Jordan commented that, given the similar circumstances, the same conditions applied to the case in Agenda Item A (PUD-24-07) should also be applied this case, specifically:

- a) An updated plat to be attached to the ordinance as Exhibit A; and,
- b) The plat’s text in Exhibit A will reference additional documents, such as; the Restrictive Covenants, First Amendment to the Original Development Agreement, Wall Agreement, and Easement Agreement Re: Access to Power Meter. Those documents will be incorporated by reference, to the ordinance; and
- c) The applicant shall file the ordinance and all documents incorporated by reference with the Sedgwick County Register of Deeds. Proof of filings shall be provided to the Bel Aire City Clerk, within 30 days of filing with the Sedgwick County Register of Deeds.

Commissioners discussed three Golden Factors: character of the neighborhood; zoning and uses of nearby properties, and suitability of the subject property for the uses to which it has been restricted. There was consensus that more information from the applicant would be necessary to make a final recommendation, and the Commission favored tabling the item to allow more time for the applicant to provide the information.

MOTION: Commissioner Charleston moved to table it (PUD-24-04). Commissioner Salazar seconded the motion. *Motion carried 4-0.*

C. PUD-24-02 - Proposed rezoning PUD from R-4, to R-5 and R-6 single and multi-family uses and to include C-1 commercial as zoned (Homestead at Spring).

City staff gave a brief report on this case. Staff noted that the application was first considered by the Commission in September and was tabled. Since then, the applicant has provided additional documents which are in the Commission’s information packet for this meeting.

Will Clevenger and Ken Lee, Garver, spoke on behalf of the applicant and stood for questions from the Commission.

The Vice-Chairman then opened the public comments section. Jeff Englert, 5140 E 53rd Street, spoke to the commission about his concerns regarding manufactured housing and

fencing along his property. The representatives for the applicant noted the PUD document specifically addresses manufactured homes and fencing. No others requested to speak, so the public comments section was closed.

The Commission discussed the following golden factors as reason for approval: character of the neighborhood; zoning and uses of nearby property; suitability of the subject property for the uses to which it has been restricted; and recommendations of permeant staff as contained in the staff report. They noted they appreciated the variety of lot sizes presented.

MOTION: Commissioner Matzek moved to recommend approval of the preliminary Planned Unit Development (PUD-24-02): 1. Parcels A shall remain zoned as C-1 Commercial; 2. Parcel B shall remain zoned as R-4 Residential, with the condition that no manufactured homes are allowed; 3. Parcel C shall change zoning from R-4 to R-5; and 4. Parcel D shall change zoning from R-4 to R-6; with the condition that requires the applicant will submit a detailed site plan for Parcel D to the Planning Commission prior to issuance of building permits. Commissioner Charleston seconded the motion. *Motion carried 4-0.*

D. SD-24-03 - Proposed platting R-5 and R-6 single and multi-family uses, and to include C-1 commercial as zoned (Homestead at Spring).

City staff noted that the plat is for the same property that was discussed in Agenda Item C (PUD-24-02).

Vice-Chairman Jordan opened the public hearing. Ken Lee, Garver, spoke on behalf of the applicant and stood for questions from the Commission. No others requested to speak, and the public hearing was closed.

The Commission then discussed the application. There was general consensus to approve the plat based on consistency with certain Golden Factors, specifically: the character of the neighborhood; zoning and uses of nearby property; and the suitability of the subject property for the uses to which it has been restricted. Commissioners noted that they appreciated the willingness of the applicant to work with nearby homeowners.

MOTION: Vice-Chairman Jordan moved to recommend approval of the preliminary plat of SD-24-03 as presented; and the preliminary sidewalk plan as presented; and the preliminary drainage plan concept as presented. Commissioner Matzek seconded the motion. *Motion carried 4-0.*

E. Sketch Plan - Tierra Verde South, Lot 1 Block 2

Staff referenced documents in the Commission's information packet which were provided by the applicant. The Commission's discussion of the sketch plan is for feedback to the developer only, the Commission will not be making a recommendation tonight. Staff noted that changes to the easements or setbacks would require the property owner to file a PUD application with the Planning Commission.

Jeff Blubaugh presented the sketch plan and stood for questions from the Commission.

The Commission’s discussion centered on entry points, traffic, sidewalks, green space, setbacks and parking. The Commission suggested providing a location map of where the development is located. Mr. Blubaugh expressed a desire to reduce some of the current setbacks; for instance, the front setback is currently 40’. Mr. Blubaugh stated that a 25’ setback from the sidewalk is typical for duplexes. If the Developer chooses to reduce setbacks, the Commission suggested reducing an easement and keeping setbacks within the minimum sizes listed in the zoning code.

No action was taken by the Commission.

F. Review proposed updates to the 2024 Bel Aire Zoning Map- (supermajority (5) required for approval).

Vice-Chairman Jordan noted that a supermajority of the Commission was not present and would be needed to vote on this item. He then opened the public hearing. No one requested to speak, and the public hearing was then closed.

MOTION: Commissioner Salazar moved to table the proposed zoning map changes. Vice-Chairman Jordan seconded the motion. *Motion carried 4-0.*

G. Approval of the 2025 Meeting Dates and Time

MOTION: Vice-Chairman Jordan moved to approve the Meeting Dates and Time for 2025. Commissioner Matzek seconded the motion. *Motion carried 4-0.*

H. Election of Planning Commission Chairperson, December 2024 to December 2025

MOTION: Commissioner Matzek moved to appoint Phillip Jordan as Chairman of the Planning Commission, term ending December 2025. Commissioner Charleston seconded the motion. *Motion carried 4-0.*

I. Election of Planning Commission Vice-Chairperson, December 2024 to December 2025.

MOTION: Commissioner Salazar moved to appoint Deryk Faber as Vice-Chairman of the Planning Commission, term ending December 2025. Commissioner Charleston seconded the motion. *Motion carried 4-0.*

VIII. Approval of the Next Meeting Date.

MOTION: Vice-Chairman Jordan moved to approve the date of the next meeting: December 12, 2024, at 6:30 p.m. Commissioner Charleston seconded the motion. *Motion carried 4-0.*

IX. Current Events

A. Upcoming Events:

- Tuesday, Nov. 19th - Volunteer Appreciation Dinner, City Hall Community Room.
- Thursday November 29 & Friday November 30, City Hall closed for Thanksgiving
- Saturday, December 7, Christmas in Bel Aire community event at Bel Aire City Hall, 5:30 to 7:30 p.m.

The Commission briefly discussed the upcoming events. No action was taken.

X. Adjournment

MOTION: Commissioner Salazar moved to adjourn. Vice-Chairman Jordan seconded the motion. *Motion carried 4-0.*

Approved the Planning Commission this 12 day of December, 2024.


Phillip Jordan, Chairman


Paula L. Downs, Commission Secretary

City of Bel Aire, Kansas

STAFF REPORT

DATE: May 14, 2025

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Bel Aire Lakes Paving Bids



BACKGROUND:

The Developer of Bel Aire Lakes is ready to move forward with the construction of the Paving Improvements to support the subdivision.

DISCUSSION:

Certified Engineering Design (CED) worked with the Developer to design the water and sanitary sewer improvements for Bel Aire Lakes. Bids were accepted on April 29th for the project. Four contractors responded to the solicitation.

The Base Bid consists of asphalt paving and a pre-cast Reinforced Concrete Box Culvert (RCBC). Alternate A removes the pre-cast RCBC and substitutes a Cast-In Place RCBC. Alternate B is for concrete pavement.

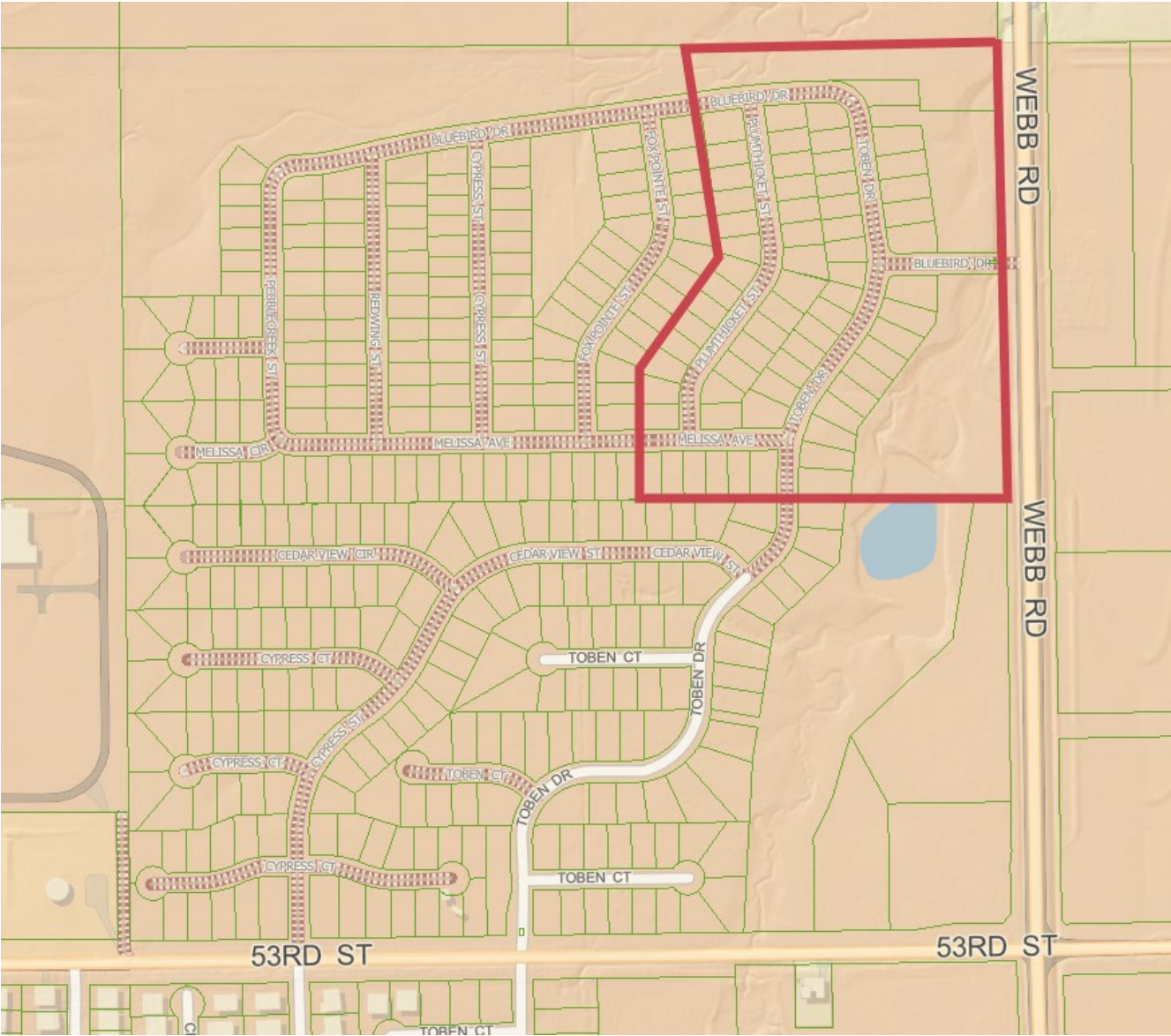
	Engineer's Estimate	APAC	Kansas Paving	Pearson	Prado
Base Bid		\$2,034,478.20	\$1,718,570.25	\$1,685,465.35	No Bid
Add Alt A (Cast-in-Place RCBC)		\$27,631.00	No Bid	\$68,624.00	No Bid
Total Base + Alt A		\$2,062,109.20	No Bid	\$1,754,089.35	No Bid
Add Alt B (Concrete Pavement)		\$429,134.00	\$234,894.40	\$146,809.00	\$477,129.35
Total Base + Alt B		\$2,463,612.20	\$1,953,464.65	\$1,832,274.35	\$1,936,145.60
Total Base + Alt A + Alt B		\$2,491,243.20	No Bid	\$1,900,898.35	No Bid

FINANCIAL CONSIDERATIONS: The low bid fell within the initial petition amount (\$2,150,000). The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. The total costs for concrete pavement is 8.35% higher than the costs for asphalt pavement from Pearson Construction, who was the low bidder for each option.

The original petition amount for the paving and drainage improvements is \$2,150,000.00. Adjusting the petition amount for creep (calculated at the pro rata of 1 percent per month from and after October 17, 2023), the adjusted amount is \$2,597,435.00. The engineering design cost \$145,590.00. The construction staking costs \$58,236, leaving \$2,393,609.00 for construction, construction inspection and any change orders. Taking the low bid for asphalt leaves us a balance of \$708,143.65 for inspection and any change orders. Taking the low bid for concrete leaves us a balance of \$765,160.65.

Staff have reached out to four firms for quotes on construction inspection services. Three of the four have declined to provide a quote due to lack of availability. Staff is working with the fourth firm, but the quote was not available at the time of publication.

RECOMENDATION: Staff recommends that the City Council accept the Base bid plus Alternate B from Pearson Construction, LLC in the amount of \$1,832,274.35.



CERTIFIED ENGINEERING DESIGN, P.A.

1935 WEST MAPLE
WICHITA, KS 67213
(316)262-8808

Section XI, Item H.

**TABULATION OF BIDS
BEL AIRE LAKES ADDITION - STREETS AND DRAINAGE**

(FOR INFORMATION ONLY)

Tuesday, April 29, 2025

Type of Work: Bel Aire Lakes Addition - Streets and Drainage											
Location: Bel Aire, Kansas											
No.	Bidding Item	Total Quantity	Unit	APAC-Kansas, Inc		Kansas Paving		Pearson Construction, LLS		Prado Construction, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Streets and Drainage Construction Items											
1	Site Clearing	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 134,750.00	\$ 134,750.00	\$ 70,000.00	\$ 70,000.00	\$ 60,000.00	\$ 60,000.00
2	Site Restoration	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 2,000.00	\$ 2,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00
3	Mobilization	1	LS	\$ 160,000.00	\$ 160,000.00	\$ 45,000.00	\$ 45,000.00	\$ 55,000.00	\$ 55,000.00	\$ 100,000.00	\$ 100,000.00
4	Contractor Construction Staking	1	LS	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00
5	Contractor Construction Testing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 15,000.00	\$ 15,000.00	\$ 28,500.00	\$ 28,500.00
6	Fence Removal	106	LF	\$ 6.00	\$ 636.00	\$ 6.00	\$ 636.00	\$ 10.00	\$ 1,060.00	\$ 10.00	\$ 1,060.00
7	Street Signage	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
8	Sawcut Existing Asphalt at Webb Road	389	LF	\$ 5.00	\$ 1,945.00	\$ 1.50	\$ 583.50	\$ 3.00	\$ 1,167.00	\$ 3.00	\$ 1,167.00
9	A.C. Pavement Removed	331	SY	\$ 10.00	\$ 3,310.00	\$ 10.00	\$ 3,310.00	\$ 5.00	\$ 1,655.00	\$ 5.00	\$ 1,655.00
10	7" Concrete Apron (Reinforced)	317	SY	\$ 80.00	\$ 25,360.00	\$ 70.00	\$ 22,190.00	\$ 66.00	\$ 20,922.00	\$ 62.00	\$ 19,654.00
11	7" P.C.C. Valley Gutter Pavement (Reinforced)	495	SY	\$ 75.00	\$ 37,125.00	\$ 70.00	\$ 34,650.00	\$ 72.00	\$ 35,640.00	\$ 62.00	\$ 30,690.00
12	7" A.C. Pavement (2" SC-1, 15% RAP on 5" BC-1, 35% RAP)	11,293	SY	\$ 29.00	\$ 327,497.00	\$ 25.00	\$ 282,325.00	\$ 28.00	\$ 316,204.00	No Bid	\$ -
13	Crushed Rock Base 5", Reinforced	14,700	SY	\$ 6.80	\$ 99,960.00	\$ 7.50	\$ 110,250.00	\$ 7.50	\$ 110,250.00	\$ 8.85	\$ 130,095.00
14	Subgrade Manipulation	14,700	SY	\$ 0.25	\$ 3,675.00	\$ 0.25	\$ 3,675.00	\$ 0.21	\$ 3,087.00	\$ 0.21	\$ 3,087.00
15	Pavement Markings, 4" (Shoulder Stripe)	250	LF	\$ 2.00	\$ 500.00	\$ 2.00	\$ 500.00	\$ 2.00	\$ 500.00	\$ 3.00	\$ 750.00
16	Pavement Markings, 4" (Center Stripe)	99	LF	\$ 2.00	\$ 198.00	\$ 2.00	\$ 198.00	\$ 2.00	\$ 198.00	\$ 3.00	\$ 297.00
17	Pavement Markings, Stop Bar 24" Wide	26	LF	\$ 20.00	\$ 520.00	\$ 20.00	\$ 520.00	\$ 20.00	\$ 520.00	\$ 30.00	\$ 780.00
18	Pavement Markings, Turn Arrow	2	EA	\$ 300.00	\$ 600.00	\$ 300.00	\$ 600.00	\$ 300.00	\$ 600.00	\$ 400.00	\$ 800.00
19	6" Concrete Sidewalk	17,676	SF	\$ 4.35	\$ 76,890.60	\$ 3.50	\$ 61,866.00	\$ 3.75	\$ 66,285.00	\$ 5.25	\$ 92,799.00
20	6" PVC Schedule 40 Sleeve	66	LF	\$ 25.00	\$ 1,650.00	\$ 30.00	\$ 1,980.00	\$ 10.00	\$ 660.00	\$ 20.00	\$ 1,320.00
21	3' Wide Type I Concrete Flume	758	LF	\$ 65.00	\$ 49,270.00	\$ 15.00	\$ 11,370.00	\$ 24.00	\$ 18,192.00	\$ 30.00	\$ 22,740.00
22	3-5/8" Roll Type Curb, Type 2	5,798	LF	\$ 15.00	\$ 86,970.00	\$ 12.50	\$ 72,475.00	\$ 14.50	\$ 84,071.00	\$ 10.00	\$ 57,980.00
23	6 5/8" Concrete Curb & Gutter, Type 4	636	LF	\$ 21.00	\$ 13,356.00	\$ 15.00	\$ 9,540.00	\$ 17.00	\$ 10,812.00	\$ 12.00	\$ 7,632.00
24	8" Concrete Curb & Gutter, Type 3	186	LF	\$ 35.00	\$ 6,510.00	\$ 15.00	\$ 2,790.00	\$ 26.00	\$ 4,836.00	\$ 15.00	\$ 2,790.00
25	Concrete Curb, Mono Edge (6-5/8" & 1-1/2")	103	LF	\$ 4.25	\$ 437.75	\$ 3.00	\$ 309.00	\$ 6.00	\$ 618.00	\$ 4.00	\$ 412.00
26	Concrete Curb, Mono Edge (3-5/8" RL & 1-1/2")	214	LF	\$ 3.50	\$ 749.00	\$ 3.00	\$ 642.00	\$ 6.00	\$ 1,284.00	\$ 4.00	\$ 856.00
27	Wheelchair Ramp with Detectable Warnings	9	Each	\$ 925.00	\$ 8,325.00	\$ 600.00	\$ 5,400.00	\$ 1,150.00	\$ 10,350.00	\$ 800.00	\$ 7,200.00
28	Inlet Hookup	12	Each	\$ 525.00	\$ 6,300.00	\$ 600.00	\$ 7,200.00	\$ 650.00	\$ 7,800.00	\$ 450.00	\$ 5,400.00
29	Common Excavation	34,325	CY	\$ 4.05	\$ 139,016.25	\$ 4.05	\$ 139,016.25	\$ 2.91	\$ 99,885.75	\$ 2.91	\$ 99,885.75
30	Compacted Fill (95%, ASTM D-698)	5,800	CY	\$ 0.65	\$ 3,770.00	\$ 0.65	\$ 3,770.00	\$ 0.61	\$ 3,538.00	\$ 0.61	\$ 3,538.00
31	Compacted Fill (Type B, MR-90)	17,645	CY	\$ 0.50	\$ 8,822.50	\$ 0.50	\$ 8,822.50	\$ 0.30	\$ 5,293.50	\$ 0.30	\$ 5,293.50
32	Pipe, End Section (34"x22")	3	EA	\$ 1,315.00	\$ 3,945.00	\$ 2,500.00	\$ 7,500.00	\$ 1,470.00	\$ 4,410.00	\$ 2,500.00	\$ 7,500.00
33	Pipe, End Section (38"x24")	1	EA	\$ 1,450.00	\$ 1,450.00	\$ 3,000.00	\$ 3,000.00	\$ 1,525.00	\$ 1,525.00	\$ 3,000.00	\$ 3,000.00
34	Pipe, End Section (45"x29")	1	EA	\$ 2,150.00	\$ 2,150.00	\$ 4,000.00	\$ 4,000.00	\$ 2,010.00	\$ 2,010.00	\$ 4,000.00	\$ 4,000.00
35	MH, Shallow SWS (4')	1	EA	\$ 4,650.00	\$ 4,650.00	\$ 5,000.00	\$ 5,000.00	\$ 2,715.00	\$ 2,715.00	\$ 5,000.00	\$ 5,000.00
36	MH, Shallow SWS (6')	1	EA	\$ 6,175.00	\$ 6,175.00	\$ 6,000.00	\$ 6,000.00	\$ 3,700.00	\$ 3,700.00	\$ 6,000.00	\$ 6,000.00
37	Inlet, Curb (Type 1A) (L=5.0', W=3.0')	9	EA	\$ 6,300.00	\$ 56,700.00	\$ 7,000.00	\$ 63,000.00	\$ 4,600.00	\$ 41,400.00	\$ 7,000.00	\$ 63,000.00
38	Inlet, Curb (Type 1A) (L=10.0', W=5.0')	3	EA	\$ 8,885.00	\$ 26,655.00	\$ 9,000.00	\$ 27,000.00	\$ 6,360.00	\$ 19,080.00	\$ 9,000.00	\$ 27,000.00
39	4" Perforated Underdrain	288	LF	\$ 20.00	\$ 5,760.00	\$ 1.00	\$ 288.00	\$ 24.00	\$ 6,912.00	\$ 20.00	\$ 5,760.00
40	Connect Pipe to RCB, Grouted Connection	1	EA	\$ 950.00	\$ 950.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
41	Backyard Inlet (4' Dia.)	2	EA	\$ 4,100.00	\$ 8,200.00	\$ 5,000.00	\$ 10,000.00	\$ 2,720.00	\$ 5,440.00	\$ 5,000.00	\$ 10,000.00
42	Backyard Inlet (5' Dia.)	2	EA	\$ 5,100.00	\$ 10,200.00	\$ 6,000.00	\$ 12,000.00	\$ 3,305.00	\$ 6,610.00	\$ 6,000.00	\$ 12,000.00
43	Backyard Inlet (6' Dia.)	1	EA	\$ 6,700.00	\$ 6,700.00	\$ 7,000.00	\$ 7,000.00	\$ 3,910.00	\$ 3,910.00	\$ 7,000.00	\$ 7,000.00
44	Pipe, SWS, 18"	369	LF	\$ 73.00	\$ 26,937.00	\$ 100.00	\$ 36,900.00	\$ 60.00	\$ 22,140.00	\$ 100.00	\$ 36,900.00
45	Pipe, SWS, 24"	165	LF	\$ 91.00	\$ 15,015.00	\$ 110.00	\$ 18,150.00	\$ 70.00	\$ 11,550.00	\$ 110.00	\$ 18,150.00
46	Pipe, SWS, HERCP (23"x14")	64	LF	\$ 98.00	\$ 6,272.00	\$ 110.00	\$ 7,040.00	\$ 84.00	\$ 5,376.00	\$ 110.00	\$ 7,040.00

47 Pipe, SWS, HERCP (34"x22")			412	LF	\$	170.00	\$	70,040.00	\$	130.00	\$	53,560.00	\$	110.00	\$	45,320.00	\$	130.00	Section XI, Item H		
48 Pipe, SWS, HERCP (30"x19")			264	LF	\$	127.00	\$	33,528.00	\$	120.00	\$	31,680.00	\$	98.00	\$	25,872.00	\$	120.00	\$	29,680.00	
49 Pipe, SWS, HERCP (38"x24")			212	LF	\$	177.00	\$	37,524.00	\$	140.00	\$	29,680.00	\$	132.00	\$	27,984.00	\$	140.00	\$	29,680.00	
50 Pipe, SWS, HERCP (45"x29")			236	LF	\$	228.00	\$	53,808.00	\$	160.00	\$	37,760.00	\$	167.00	\$	39,412.00	\$	160.00	\$	37,760.00	
51 Pipe, SWS, RCBC (9' x 4')			288	LF	\$	890.00	\$	256,320.00	\$	620.00	\$	178,560.00	\$	852.00	\$	245,376.00	\$	620.00	\$	178,560.00	
52 Pipe, End Section, RCBC (9' x 4')			6	EA	\$	10,000.00	\$	60,000.00	\$	11,400.00	\$	68,400.00	\$	9,000.00	\$	54,000.00	\$	11,400.00	\$	68,400.00	
53 Pedestrian Guardrail			32	LF	\$	255.00	\$	8,160.00	\$	255.00	\$	8,160.00	\$	255.00	\$	8,160.00	\$	305.00	\$	9,760.00	
54 BMP, Construction Entrance			1	EA	\$	1,250.00	\$	1,250.00	\$	1,250.00	\$	1,250.00	\$	1,200.00	\$	1,200.00	\$	1,200.00	\$	1,200.00	
55 BMP, Culvert Inlet Protection			2	EA	\$	100.00	\$	200.00	\$	120.00	\$	240.00	\$	100.00	\$	200.00	\$	100.00	\$	200.00	
56 BMP, Curb Inlet Protection			12	EA	\$	100.00	\$	1,200.00	\$	80.00	\$	960.00	\$	100.00	\$	1,200.00	\$	100.00	\$	1,200.00	
57 BMP, Drop Inlet Protection			5	EA	\$	100.00	\$	500.00	\$	130.00	\$	650.00	\$	100.00	\$	500.00	\$	100.00	\$	500.00	
58 BMP, Erosion Control Mat			8,355	SY	\$	1.03	\$	8,605.65	\$	1.25	\$	10,443.75	\$	1.03	\$	8,605.65	\$	1.03	\$	8,605.65	
59 BMP, Ditch Check			100	LF	\$	9.92	\$	992.00	\$	6.00	\$	600.00	\$	9.92	\$	992.00	\$	9.92	\$	992.00	
60 Maintain Existing BMPs			1	LS	\$	250.00	\$	250.00	\$	200.00	\$	200.00	\$	250.00	\$	250.00	\$	250.00	\$	250.00	
61 Light Stone Rip Rap			150	SY	\$	75.50	\$	11,325.00	\$	75.50	\$	11,325.00	\$	80.00	\$	12,000.00	\$	85.00	\$	12,750.00	
62 Pond Riprap (d50=6")			1,324	SY	\$	30.00	\$	39,720.00	\$	30.00	\$	39,720.00	\$	41.00	\$	54,284.00	\$	41.00	\$	54,284.00	
63 Permanent Seeding (Premium Fescue Blend)			22.30	Ac	\$	1,534.00	\$	34,208.20	\$	1,730.00	\$	38,579.00	\$	1,534.00	\$	34,208.20	\$	1,534.00	\$	34,208.20	
64 BMP, Silt Fence			475	LF	\$	1.99	\$	945.25	\$	2.75	\$	1,306.25	\$	1.99	\$	945.25	\$	1.99	\$	945.25	
Total Base Bid					\$	2,034,478.20			\$	1,718,570.25			\$	1,685,465.35			No Bid				
ADD-ALTERNATE A: Cast-In-Place RCBC																					
65 DEDUCT Pipe, SWS, RCBC (9' x 4')			(288)	LF	\$	890.00	\$	(256,320.00)	No Bid	\$	-	\$	852.00	\$	(245,376.00)	No Bid	\$	-			
66 DEDUCT Pipe, End Section, RCBC (9' x 4')			(6)	EA	\$	10,000.00	\$	(60,000.00)	No Bid	\$	-	\$	9,000.00	\$	(54,000.00)	No Bid	\$	-			
67 Cast-In-Place Triple Cell 9'x4' RCBC with Wingwalls			1	LS	\$	343,951.00	\$	343,951.00	No Bid	\$	-	\$	368,000.00	\$	368,000.00	No Bid	\$	-			
Add-Alt A Subtotal					\$	27,631.00			No Bid			\$	68,624.00			No Bid					
Total Base Bid + Add-Alt A					\$	2,062,109.20			\$	1,718,570.25			\$	1,754,089.35			No Bid				
ADD-ALTERNATE B: Concrete Pavement																					
68 DEDUCT 7" A.C. Pavement (2" SC-1, 15% RAP on 5" BC-1, 35% RAP)			(11,293)	SY	\$	29.00	\$	(327,497.00)	\$	25.00	\$	(282,325.00)	\$	30.00	\$	(338,790.00)	No Bid	\$	-		
69 6" P.C.C. Pavement (Fiber Reinforced)			11,293	SY	\$	67.00	\$	756,631.00	\$	45.80	\$	517,219.40	\$	43.00	\$	485,599.00	\$	42.25	\$	477,129.25	
Add-Alt B Subtotal					\$	429,134.00			\$	234,894.40			\$	146,809.00			\$	477,129.25			
Total Base Bid + Add-Alt B					\$	2,463,612.20			\$	1,953,464.65			\$	1,832,274.35			\$	1,936,145.60			
Total Base Bid + Add-Alt A + Add-Alt B					\$	2,491,243.20			No Bid			\$	1,900,898.35			No Bid					
Indicates correction based on unit prices																					

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the ____ day of ____ in the year 2025 by and between City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called OWNER) and Pearson Construction, LLC, a Kansas limited liability company (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

Street and Drainage Improvements to serve Phase 1 Bel Aire Lakes Addition

Article 2. ENGINEER.

The Project has been designed by Certified Engineering Design, P.A., who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work on the Street and Drainage Improvements to serve Phase 1 Bel Aire Lakes Addition shall commence within 20 calendar days after the Notice of Award and be substantially completed within 90 working days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions Working days will be added to the project if weather conditions prevent construction.

3.2. Liquidated *Damages*. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration

proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Two Hundred DOLLARS (\$1,200.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Two Hundred DOLLARS (\$1,200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

90 % of Work completed.

90 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less retainage, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. INTEREST. Article 6 has been deleted.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages ii-2 to ii-7, inclusive).
- 8.2. Exhibits to this Agreement (page ii-8 to ii-8, inclusive).
- 8.3. Performance and other Bonds (pages ii-9 to ii-16, inclusive).
- 8.4. General Conditions (pages 00700-1 to 00700-41, inclusive.)
- 8.5. Supplementary Conditions (pages ii-20 to ii-23, inclusive).
- 8.6. Technical Specifications – Bel Aire Standard Specifications Dated Aug 2012
- 7.7. Drawings, consisting of two sets dated and sealed on March 19, 2025 with title sheets bearing the following general titles:

Street Improvement Plans to Serve Bel Aire Lakes Addition
- 8.8. OWNER'S Standard Exhibits, (pages ii-24 to ii-29, inclusive).
- 8.9. CONTRACTOR'S Quote marked exhibit A.
- 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).
- 8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.
- 8.12. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4. DISPUTE RESOLUTION: Section 16.01A of the General Conditions, regarding Methods and Procedures, shall change to: Either OWNER or CONTRACTOR may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be conducted by a mediator mutually chosen by OWNER and CONTRACTOR.

9.5. STANDARD GENERAL CONDITIONS: OWNER stipulates that if the General Conditions that are made a part of this Contract are EJCDC C-700, Standard General Conditions of the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if OWNER is the party that has furnished said General Conditions, then OWNER has plainly shown all modification to the standard wording of such published document to the CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), in Article 9. MISCELLANEOUS or in the Supplementary Conditions.

CONTRACTOR must plainly show all modifications to the standard wording of the Standard General Conditions to the OWNER, through a process such as highlighting or "track changes" (redline/strikeout), in Article 9. MISCELLANEOUS or in the Supplementary Conditions.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2025.

OWNER City of Bel Aire, Kansas

CONTRACTOR Pearson Construction, LLC

(Print) Jim Benage, Mayor

(Signature)

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST:

ATTEST:

Melissa Krehbiel, City Clerk

Address for giving notices:

Address for giving notices:

7651 East Central Park Avenue
Bel Aire, KS 67226

2901 North Mead Street
Wichita, KS 67219

License No. _____

APPROVED AS TO FORM:

Maria A. Schrock, City Attorney

(If OWNER is a public body, attach evidence Agent for service of process: _____
authority to sign and resolution or other documents authorizing execution of Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

SUPPLEMENTARY CONDITIONS

SC-1 BONDS:

1.

In accordance with Article 5 of the General Conditions, the Contractor shall furnish the following bonds as security for the faithful performance and payment of all his obligations under the contract documents.

A. Construction Payment Bond

B. Construction Performance Bond

C. Statutory Bond
2.

Construction Performance Bond. Incorporated in the Performance Bond, legally issued, and running to the Owner, shall be the condition that the Contractor shall maintain and make all repairs to the improvements constructed by him, at his own expense and free of charge to the Owner for the period of two years after the date of acceptance of said work by the said Owner, any of which repairs may become necessary within such period by reason of any imperfection of the material used or by reason of any defective workmanship.
3.

Statutory Bond. The Contractor shall furnish a Statutory Bond, legally issued, meeting the approval of the Owner and running to the State of Kansas, in an amount equal to the contract price of the said improvements, and conditioned that the Contractor shall pay all indebtedness incurred for labor, supplies, equipment, and materials furnished in making the improvements called for herein. The Statutory Bond shall be placed on file with the Clerk of the District Court of the district where the work is located and a receipt acknowledging such filing shall be delivered to the Owner along with the Statutory Bonds
4.

The Bonds required by the contract documents shall be in amounts at least equal to the contract price and shall be delivered to the Owner simultaneously with the execution and delivery of the Agreement.

SC-2 INSURANCE:

1.

In accordance with the applicable paragraphs of the General Conditions, the Contractor shall purchase and maintain throughout the duration of this contract the following types of insurance and in such amounts as may be necessary to protect himself and the interests of the Owner.
2.

Liability Insurance

A. Workman’s Compensation and Employer’s Liability.

i. Workmen’s CompensationStatutory

ii. Employer’s Liability\$100,000 each person

B. Comprehensive General Liability.

i. Bodily Injury\$1,000,000Each Occurrence

ii. Property Damage\$1,000,000Annual Aggregate

iii. Property Damage Liability insurance shall provide Explosion , Collapse, and Underground coverages.

iv. Personal Injury with\$1,000,000Annual Aggregate
- ii - 20
- 351

employment exclusion deleted

- C. Comprehensive Automobile Liability.

i. Bodily Injury	\$1,000,000	Each Person
	\$1,000,000	Each Occurrence
ii. Property Damage	\$1,000,000	Each Occurrence
	\$1,000,000	Combined Single Limit
- D. Contractual Liability.

i. Bodily Injury	\$1,000,000	Each Occurrence
ii. Property Damage	\$1,000,000	Each Occurrence
- E. Liability Insurance for Owner and Engineer.

i. The Contractor shall provide umbrella liability insurance for the Owner and Engineer by endorsement as additional insureds on the Contractor's General Liability Policy. Contractor's financial obligation shall be the greater of these requirements or its existing coverages.

SC-3 SALES TAX EXEMPTION:

1. Materials incorporated into this project are exempt from the payment of sales tax under the laws of the State of Kansas and such sales tax shall not be included in the Bid.
2. The Owner will provide the Contractor with a proper exemption certificate number within ten days of the contract date. Should the Owner fail to provide an exemption certificate number within the required time period, the Contractor shall be reimbursed monthly for all sales tax amounts for which he becomes liable until such certificate number is provided. To minimize the Contractor's record keeping expense, the Owner shall provide an exemption certificate number within 60 days or is shall be presumed that the project will proceed on an non-exempt basis and the contract amount shall be equitably adjusted in writing in a lump sum amount sufficient to cover the Contractor's sales tax expense.
3. Upon issuance of a proper exemption certificate number to the Contractor, the Contractor shall assume full responsibility for his own proper use of the certificate number and shall pay all costs of any legally assessed penalties relating to the Contractor's improper use of the exemption certificate number.

SC-4 SERVICES:

1. Water. Water for proper completion of the work may be obtained from the City's water distribution system at no charge. All power and chemicals used shall be paid by the Contractor. Contractor is to obtain meter from City of Bel Aire, Public Works Department.
2. Sanitary. Necessary sanitary conveniences for the use of the people on the project, properly secluded from public observation, shall be provided and maintained by the Contractor and their use shall be enforced.

3. Power. Power consumed for proper completion of the work shall be paid for by the Contractor. Temporary services shall be acquired by the Contractor at his sole cost and expense.
4. Telephone. The Contractor shall provide his own telephone service and shall advise the Engineer and Owner of the numbers applicable to this project.
5. Storage. All materials shall be stored on the construction site. The storage area shall be maintained in a neat and orderly manner. All materials and equipment delivered to the project shall be received by a responsible person employed by the Contractor.

SC-5 SAFETY AND PROTECTION:

1. In addition to the applicable paragraphs of the General Conditions, the Contractor shall provide and maintain suitable barriers, signs, and lights to the extent that adequate protection is provided to the public against accident by reason of open trenches and other excavations.

SC-6 TRAFFIC CONTROL:

1. All construction traffic control signing and delineation for this project is the responsibility of the Contractor and shall conform to the applicable requirements of the latest revision of the Manual on Uniform Traffic Control Devices.

SC-7 QUALITY CONTROL:

1. Resident Project Representative. The Owner will furnish a Resident Project Representative to assist the Engineer in carrying out his responsibilities at the site.
2. Submittals. Submittals for all materials incorporated in the work will be required. Submittals shall be delivered to the Engineer and reviewed for conformance with the Technical Specifications prior to any installation.

Testing. The Contractor shall be responsible for project testing. Cost for testing identified in the Technical Specification as “subsidiary” shall be revised to indicate testing shall be paid for under the Bid Item “Contractor Provided Testing”. A certified testing laboratory shall be used for all testing. Resident Project Representative shall be required to witness all field testing. Copies of all test results shall be submitted to the Engineer. See individual Technical Specification sections for testing requirements.

Contractor provided water testing shall consist of the following: Pressure Test, Bacteria & Chloride Testing, & Tracer wire testing.

Contractor provided sanitary sewer testing shall consist of the following: Air Test, Vacuum Test, TV testing, & Compaction & Moisture on deep trenches that have several layers of fill that could negatively impact paving.

SC-8 NOTIFICATION:

1. All homeowners affected by the Water, Sewer, or Street Construction shall be notified prior to work.

SC-9 MISCELLANEOUS:

1. Section 2.03 of the General Conditions, regarding Notice to Proceed, shall change as noted in the Information for Bidders.
2. Section 803.11 of the Technical Specifications shall be revised to indicate water mains shall be tapped by the CONTRACTOR and witnessed by the City Water and Sewer Department staff.
3. The following requirements will be added and Section 803.3 – Water Service Materials. All brass fittings and valves for service connections in contact with potable water shall be made of “No-Lead Brass”.
4. No subsurface investigation has been performed for this project.
5. Section 803.3, Fire Hydrants e) 4 shall be revised as follows: Delete the sentence “An acceptable option would be the installation of a Harrington Permanent Hydrant Adapter™.”

OWNER'S STANDARD EXHIBITS
CITY OF BEL AIRE, KANSAS
MANDATORY TERMS AND CONDITIONS

The attached Purchase Order/Quotation, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Contractor named on the Purchase Order/Quotation.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Contractor of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Contractor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and Contractor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Contractor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Contractor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Contractor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Contractor shall be in default of this Contract in the event that Contractor (i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by Contractor for the purpose of accomplishing any of the above actions.
16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If

Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 - (1) Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Contractors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human

Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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OWNER'S STANDARD EXHIBITS**CITY OF BEL AIRE, KANSAS
MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and

complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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City of Bel Aire, Kansas

STAFF REPORT



DATE: 5/14/2025
TO: City Council
FROM: Ted Henry, City Manger
SUB: BASE Grant Contract

BACKGROUND:

The City of Bel Aire was awarded BASE Grant funding for improvements to the Sunflower Commerce Park. The purpose of the amended grant award is to improve and enhance the reliability and service capabilities of critical infrastructure, supporting economic development efforts. Specifically, the City is in the process of expanding infrastructure service capabilities by constructing a Utilities and Public Works Facility within the Sunflower Commerce Park. This critical piece of infrastructure will house water and sewer materials and equipment, along with additional administrative space, and will incorporate enhanced cybersecurity measures.

TIMELINE:

February 2023: Integra announced its relocation to Bel Aire.

April 2023: The City of Bel Aire was awarded and accepted a BASE Grant totaling \$4,716,225 for sewer improvements in Sunflower Commerce Park (SCP). This represents the original contract.

May 2023: I met with the Kansas Department of Commerce Director of Economic Recovery, resulting in approval for a change of scope to accommodate Integra's specific needs and location requirements.

December 2023: No updates were received from Integra regarding their relocation plans.

January 2024: Bel Aire staff requested PEC to begin conceptual engineering for the original sewer improvement project in SCP.

February 14, 2024: We reviewed a sewer concept with PEC, encountering challenges including KDHE approval issues and concerns about the feasibility of a proposed 16' sewer pipe due to elevation and cost constraints. At the same time, a new warehousing development indicated that existing infrastructure might meet current sewer needs, prompting consideration of alternative projects.

February 26, 2024: A proposed change of scope meeting with KDC resulted in the decision to construct a new facility in SCP to support critical utilities for primary economic development efforts and to enhance cybersecurity and reliability.

June 2024: We received confirmation from KDC approving the scope change. The change in scope, along with the estimated construction costs, is Amendment 1 to the original contract.

June 2024: Our staff issued RFQs for an Ownership Representative and Architectural and Engineering Services.

July 2024: An Ownership Representative was selected.

August 2024: Architectural and Engineering Services was selected, and planning began.

January 2025: A contractor was selected, and construction began.

May 2025: I worked with the Kansas Department of Commerce to finalize our agreement with the actual cost estimate. **This created Amendment 2 to the amended original contract.**

The next step is to attach this agreement to each of our three contracts with the Ownership Representative, Architect, and Contractor.

(Published at www.belaireks.gov on May, _____, 2025.)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING
THE ACCEPTANCE OF AN AWARD
FROM THE STATE OF KANSAS, DEPARTMENT OF COMMERCE,
THROUGH BUILDING A STRONGER ECONOMY (BASE) GRANT,
TO COMPLETE AN ECONOMIC DEVELOPMENT PROJECT.**

WHEREAS, the federal government, pursuant to Section 602 of Title VI of the Social Security Act established the Coronavirus State Fiscal Recovery Funds, as added by section 9901 of the federal American Rescue Plan Act of 2021 (hereinafter referred to as “ARPA”) has provided moneys to the State of Kansas to respond to the public health emergency, its negative economic impacts and to make necessary investments in water, sewer, broadband or other eligible infrastructure; and

WHEREAS, the Secretary of Commerce (hereinafter referred to as “Secretary”) has been authorized by the Kansas Office of Recovery to administer ARPA funds to carry out the economic development infrastructure plan approved by the SPARK Taskforce and by distributing Building a Stronger Economy (hereinafter referred to as “Base Grant”) grants to support infrastructure and related investments associated with economic development projects throughout the State of Kansas with the goal of expanding Kansas’ base of businesses and residents as the state continues to recover from the effects of the COVID-19 public health and economic crisis; and

WHEREAS, the City of Bel Aire (hereinafter referred to as “City”) applied for grant funds to complete an economic development project in the State of Kansas with associated infrastructure investments that experienced COVID related harm. The City desires assistance for support of the following project: constructing a new Utilities and Public Works Facility within the Sunflower Commerce Park. This critical piece of infrastructure will house water and sewer materials and equipment, as well as added administrative space with increased cybersecurity measures.

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

Section 1. City accepts the Base Grant and funding in the amount of \$4,716,225 from the State of Kansas, Department of Commerce.

Section 2. The City Manager is authorized to execute the grant, submit any and all necessary information, and comply with all grant requirements.

Section 3. The City Manager is authorized to deliver copies of this resolution and any grant

documents, to all parties involved in the construction of the new Utilities and Public Works Facility, within the Sunflower Commerce Park.

Section 4. Effective Date. This resolution shall be in full force and effect from and after its adoption by the Governing Body of the City of Bel Aire.

Section 5. Publication. The City Clerk shall cause this resolution, as soon as practicable after it has been passed and approved, to be published on the City’s website as the designated official city newspaper.

[Remainder of this page intentionally left blank]

PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire,
Kansas on the 20th day of May, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

**THE KANSAS DEPARTMENT OF COMMERCE
BUILDING A STRONGER ECONOMY (BASE)
GRANT AGREEMENT**

This Agreement is entered into between the Kansas Department of Commerce, (hereinafter referred to as “Commerce”) and City of Bel Aire (**LSNCMLLDGYN3**) (hereinafter referred to as “Grantee”) (hereinafter collectively referred to as “Parties”).

WHEREAS, the State of Kansas is recovering from both a public health and economic crisis – the pandemic and public health emergency of COVID-19 – which has resulted in illness, quarantines, school closures, and temporary and permanent closures of businesses resulting in lost wages and financial hardship to Kansas citizens; and

WHEREAS, the federal government, pursuant to Section 602 of Title VI of the Social Security Act established the Coronavirus State Fiscal Recovery Funds, as added by section 9901 of the federal American Rescue Plan Act of 2021 (hereinafter referred to as “ARPA”) has provided moneys to the State of Kansas to respond to the public health emergency, its negative economic impacts and to make necessary investments in water, sewer, broadband or other eligible infrastructure; and

WHEREAS, the Secretary of Commerce (hereinafter referred to as “Secretary”) has been authorized by the Kansas Office of Recovery to administer ARPA funds to carry out the economic development infrastructure plan approved by the SPARK Taskforce and by distributing Building a Stronger Economy (BASE) grants to support infrastructure and related investments associated with economic development projects throughout the state of Kansas with the goal of expanding Kansas’ base of businesses and residents as the state continues to recover from the effects of the COVID-19 public health and economic crisis; and

WHEREAS, the Grantee has applied for grant funds to complete an economic development project in the state of Kansas with associated infrastructure investments that experienced COVID related harm; and

WHEREAS, the Secretary has determined awarding funds to Grantee will benefit the State of Kansas by addressing the impact and recovery efforts of the COVID-19 public health and economic crisis.

NOW, THEREFORE, the Parties agree as follows:

I. SUBAWARD DOCUMENTS AND CONFLICT PRIORITIES. The following documents are hereby incorporated by reference into this Agreement:

- A. This Agreement, and any amendments, executed by all parties.
- B. Contractual Provisions Attachment form (DA-146a) (Attachment A).
- C. U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Attachment B).
- D. Grantee’s BASE Grant Administration Plan and Final Budget (Attachment C).

- E. Assurances of Compliance with Civil Rights Requirements (Attachment D).
- F. Special Condition(s) and Payment Schedule (Attachment E).

The order of precedence among the contract documents shall be:

- A. This Agreement and any attachments and amendments hereto.
- B. U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Attachment B).
- C. Assurances of Compliance with Civil Rights Requirements (Attachment D).
- D. Contractual Provision Attachment form (DA-146a) (Attachment A).
- E. Grantee's BASE Grant Administration Plan and Final Budget (Attachment C).
- F. Special Condition(s) and Payment Schedule (Attachment E).

Any conflict of the foregoing documents shall be resolved by reliance upon the documents in the order listed above.

- II. **PURPOSE.** The purpose of this Agreement is to establish a subrecipient relationship between Commerce and Grantee to assist in the recovery effects of the COVID-19 public health and economic crisis, whereby Commerce provides certain grant funds to be used solely for the **Sunflower Commerce Park Sewer Infrastructure** as outlined in Grantee's BASE Grant Administration Plan and Final Budget, Attachment C, (hereinafter referred to as the "Project") or, if authorized by Commerce, as is otherwise consistent with this Agreement and its Attachments, the ARPA as codified in 42 U.S.C. § 802, Assistance Listing 21.027 and any applicable federal regulations and lawful guidance issued by the United States Department of Treasury.
- III. **RECITALS.** The recitals listed on the first page of this Agreement shall be incorporated and construed as part of this Agreement.
- IV. **TERM.** The term of this Agreement shall be from the date both Parties sign this Agreement (hereinafter referred to as the "Effective Date") through June 30, 2025 (hereinafter referred to as the "End Date"). Grantee shall have a continuing duty beyond the End Date to provide reports, as set forth in Section VIII, and retain records, as set forth in Section IX.
- V. **GRANT FUNDS.** In consideration of the covenants to be provided by Grantee, Commerce agrees to provide grant funds in an amount not to exceed **\$4,716,225.00** which shall constitute the maximum amount due by Commerce to Grantee under this Agreement. Grant funds will be distributed according to the Payment Schedule in Attachment E. Commerce is providing these grant funds to Grantee for the express purposes set forth in this Agreement, its Attachments and any subsequent amendments. Allowable expenditures of grant funds are limited to those expenditures which are consistent with the ARPA and this Agreement and any subsequent amendments. Grantee shall comply with all applicable state and federal laws, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), including, but not limited to, 2 CFR 200.303 Internal Controls, 2 CFR 200 and Subpart F

(Audit), the provisions of this Agreement, and additional directions provided by Commerce or lawful guidance issued by the United States Department of the Treasury.

- VI. FEDERAL AWARD.** The table below contains information required by Appendix II of the Uniform Administrative Regulations, Costs Principles, and Audit Requirements for Federal Awards - 2 CFR Part 200.

Subrecipient Information:	
Name of Entity	City of Bel Aire
Address	7651 E. Central Park Ave, Bel Aire, KS 67226
Unique Entity Identifier (UEI-formally DUNS)	LSNCMLLDGYN3
Federally Approved Indirect Cost Rate (if applicable)	N/A
Grant/Award Information:	
Grant Award Number (issued by State Agency)	FY24-BASE2-BEL
Modification/Amendment Number (if any)	N/A
Project Name/Description	City of Bel Aire/ Sunflower Commerce Park Sewer Infrastructure
Project Code (if applicable)	N/A
Performance Start and End Dates (for subaward)	04/25/2023 – 04/25/2025
Budget Period (if different than performance dates)	04/25/2023 – 06/30/2025
Amount Obligated	\$4,716,225.00
Total Grant/Award amount	\$4,716,225.00
Research and Development Award Yes/No	No
Federal Award Information:	
Assistance Listing Title	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing/CFDA Number	21.027
Federal Awarding Agency	U.S Treasury
Federal Award Identification Number	SLFRP0140
Federal Award Date (date awarded to State Agency)	05/18/2021

- VII. COVENANTS OF GRANTEE.** In consideration of the grant funds referenced in Section V, Grantee shall satisfy the covenants set forth in this Agreement. This shall include, but is not limited to, the following:

- A. Use grant funds for eligible project expenses as outlined in Grantee's Grant Administration Plan and Final Budget. Ineligible project expenses include costs associated with the following:
1. Vertical construction housing projects
 2. Standalone improvements for public service buildings and community facilities
 3. Broadband projects
 4. Street repairs or improvements not tied to an existing or future economic development project.

Grantee shall not use grant funds for administrative costs that exceed 10% of Grantee's award.

- B. Adhere to the project timeline included in Grantee's Grant Administration Plan and Final Budget.
- C. Spend at least 10% of grant funds toward any eligible Project expenses no later than April 30, 2024.
- D. Have matching cash fund contributions that are equal to or greater than 25% of the total Project costs as described in Grantee's Grant Administration Plan and Final Budget. Previous Project expenses that were incurred beginning January 1, 2019 and specifically related to the Project are eligible for the 25% match. Land purchases are only eligible as a matching fund contribution if the land was purchased on or after January 1, 2021.
- E. Obtain prior written approval from Commerce for changes in any budget line item if these changes exceed ten percent (10%) of the total Project budget. The Grantee shall also request written approval from Commerce for changes in the scope or nature of the project due to unforeseeable changes of circumstances.
- F. Establish and maintain an accounting system in accordance with generally accepted accounting principles that ensures effective control over and accountability for all grant and matching funds.
- G. Maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:
 - 1. Accounting: including separation of duties, internal controls for transactions, documentation requirements to substantiate expenses and meets generally accepted accounting principles
 - 2. Procurement: including processes/standards that demonstrate principles of fair and open competition with evaluation of costs
 - 3. Conflict of Interest: including the process to identify and address any conflicts.
 - 4. Grant program compliance/management: including systems, staffing and reporting.

Commerce reserves the right to review all business systems policies.

- H. Participate in quarterly check-in conference calls with Commerce until the Project is complete. At Commerce's request, Grantee shall participate in more frequent calls and/or meetings as necessary to allow Commerce to administer the completion of the Project.
- I. Participate in two annual in-person site visits with Commerce per project year until

Project completion and permit Commerce, as necessary, on-site visits to monitor the progress of the Project.

- J. Not supplant grant funding for Project expenses where Grantee has received and utilized financial assistance for those same Project expenses from another local, state, or federal source that exceeds the need for financial assistance.
- K. Comply with all other provisions set forth within this Agreement, the Attachments and any subsequent amendments.
- L. Maintain an active registration with SAM.gov.
- M. Attest it has read and understand the federal grant requirements laid out in 2 CFR 200.
- N. Perform debarment/suspension checks for all required entities as required under 2 CFR 180.300 and retain the checks to include in the quarterly reports required in Section VIII.
- O. Include all applicable and appropriate guidance, rules, regulations and terms of this Agreement in any sub-award or contract funded by these grant funds.
- P. Obtain disposition instructions from Commerce when the Project is no longer needed or used for the purposes as described in this Agreement.

VIII. REPORTING. Grantee shall provide quarterly financial and narrative project reports detailing the use of the grant funds in such a way that are consistent with the Project as presented in the Grantee's Grant Administration Plan and Final Budget. Grantee's quarterly project reports are due on July 31, October 31, January 31, and April 30 throughout the term of this Agreement. Grantee's reports shall identify all grant funds remaining to be spent, project progress and outcome of the Project. Such reports will be in a form reasonably requested by Commerce and Grantee shall provide all such further information as may be requested by Commerce.

Grantee shall also provide a final close-out report by July 31, 2025, with supporting documentation and verification of complete expenditure of all matching funds, in a form reasonably requested by Commerce at the conclusion of the Project. At the sole discretion of Commerce, additional reports after July 31, 2025, may be required.

IX. RECORD RETENTION. Grantee shall create, maintain and preserve sufficient records to demonstrate their compliance with the requirements of this Agreement and the requirements under the ARPA. Grantee shall provide such records to Commerce promptly upon written request by Commerce. Such records shall be maintained not less than five (5) years after the termination of this Agreement.

X. DEFAULT. Commerce, in its discretion, may declare Grantee in default under this Agreement upon the occurrence any of the following:

- A. Grantee's failure to complete the Project or apply the grant funds to the purposes set forth in Section II of this Agreement without the prior written consent of Commerce.
- B. Grantee's failure to ensure grant funds are applied as outlined in Grantee's Grant Administration Plan and Final Budget, which is incorporated into this Agreement (Attachment C).
- C. Grantee's failure to timely provide reports required under Section VIII of this Agreement.
- D. Grantee's failure to otherwise satisfy, in any manner, any of the other obligations of Grantee as set forth in Section VII or any other part of this Agreement and its Attachments, Grantee's Grant Administration Plan and Final Budget, or any subsequent amendments.
- E. Commerce reserves the right to reject any use of the grant proceeds which it determines, in its sole and exclusive discretion, does not meet the criteria under the ARPA, the United States Department of Treasury guidelines and interpretations, both current and as may be amended and supplemented in the future, associated with disbursement of funds under the ARPA.

In the event of a default under this Section, Commerce may provide Grantee with written notice of default and an opportunity to cure such default. If the default has not been resolved within thirty (30) days of the initial notice of default, then Commerce, at its option, may terminate this Agreement and shall require any or all grant funds previously provided by Commerce be repaid by Grantee and/or not provide any remaining grant funds to Grantee.

- XI. TERMINATION.** Commerce may terminate this Agreement without cause for any reason, in whole or in part, upon thirty (30) days written notice before the End Date. Commerce may also terminate this Agreement, in whole or in part, if Grantee has failed to comply with the conditions of this Agreement, Grantee's Grant Administration Plan and Final Budget, or subsequent amendments. If this Agreement is terminated by Commerce, Grantee shall return to Commerce any unexpended grant funds within seven (7) days and provide a final report within 45 days after receiving notice of termination. Termination shall be effective as of the date specified in the notice.
- XII. REPAYMENT.** Grantee may be required to return grant funds in the case of default consistent with Section X or termination consistent with Section XI. Grantee shall also be required to repay any ARPA funds granted under this Agreement that remain unspent. Commerce reserves the right to determine the eligibility of the use of grant funds and shall reserve the right to take expended or unexpended funds back from the Grantee for those uses of said funds that are considered ineligible pursuant this Agreement, any subsequent amendments, and the Grantee's Grant Administration Plan and Final Budget and reallocate part or all of said funds prior to the End Date.

XIII. 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 and shall be made either by personal delivery, United States Mail, postage prepaid, or email. Properly addressed notice shall be presumed to be delivered on the third business day subsequent to the mailing date. If such notice is sent by email, notice shall be presumed to be received when sent.

A. Notices to Commerce shall be addressed as follows:

Kansas Department of Commerce
Attn: Erin Starr, Director of Economic Recovery
1000 SW Jackson, Suite 100
Topeka, Kansas 66612-1354
Erin.Starr1@ks.gov

B. Notices to Grantee shall be addressed as follows:

City of Bel Aire
Ted Henry
7651 E. Central Park Ave
Bel Aire, KS 67226
Thenry@belaireks.gov

XIV. INDEPENDENT CONTRACTOR/GRANTEE. 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.

XV. ASSURANCES. Grantee certifies that Grantee is an organization in good standing under the laws of the State of Kansas, is not the subject of any ongoing or pending bankruptcy proceedings and does not intend to file for protection under the bankruptcy laws of the United States, has the legal authority to apply for federal funding under the ARPA and is in compliance and will remain in compliance with all eligibility requirements and state and federal laws applicable to this Agreement.

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

XVII. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon Commerce, Grantee and their respective permitted successors and assigns provided that this Agreement may not be assigned by Grantee without the express written consent of Commerce.

XVIII. WAIVER. In the event of breach of Agreement, or any provision thereof, the failure of Commerce 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.

XIX. MODIFICATIONS. Any amendment to this Agreement will not be effective without the express written agreement of all parties, except that in the event of changes in any applicable federal and state statutes, regulations, or guidance regarding the use of grant funds, this Agreement shall be deemed to be amended when the statutory requirements for use of grant funds are changed or when required to comply with any law or guidance so amended. Such deemed amendments shall be effective as of the effective date of the statutory or regulatory change or the date the guidance is issued.

XX. INDEMNIFICATION. The Parties agree that where Commerce may rely upon the certification of the Grantee that such expenses for which Grantee shall use the grant proceeds meet the requirements of the ARPA and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of these ARPA funds determines that such use was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole Commerce for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to Commerce or the State of Kansas. Grantee further agrees to indemnify, reimburse, or make whole Commerce or the State of Kansas for any penalties associated with the federal government seeking to recoup the expended ARPA funds which Commerce disbursed to Grantee.

XXI. CONTRACTUAL PROVISIONS ATTACHMENT (DA-146a). The provisions found in the Contractual Provisions Attachment A (Form DA-146a), which is attached hereto and executed by the parties to this Agreement, are hereby incorporated in this Agreement and made a part hereof.

XXII. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.

KANSAS DEPARTMENT OF COMMERCE
1000 SW Jackson, Suite 100
Topeka, Kansas 66612-1354
Phone: (785) 296-1913

David C. Toland, Lt. Governor and Secretary

Date

City of Bel Aire
Ted Henry
7651 E. Central Park Ave
Bel Aire, KS 67226
Thenry@belaireks.gov
316-744-2451

Grantee	Date
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State of Kansas
 Department of Administration DA-146a
 (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration. Damages. Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

BASE GRANT ADMINISTRATION PLAN COVER SHEET

PROJECT TITLE:	Sunflower Commerce Park Sewer Infrastructure
PROJECT ORGANIZATION:	City of Bel Aire
PROJECT CONTACT NAME:	Ted Henry
PROJECT CONTACT PHONE NUMBER:	316.744.2451
PROJECT CONTACT EMAIL ADDRESS:	thenry@belaireks.gov
BACKUP PROJECT CONTACT NAME:	Ty Lasher
BACKUP PROJECT CONTACT PHONE NUMBER:	316.744.2451
BACKUP PROJECT CONTACT EMAIL ADDRESS:	tlasher@belaireks.gov
AUTHORIZED BASE GRANT AWARD	\$ 4,716,225.00
CONFIRMED FUTURE MATCHING FUNDS	\$ 1,572,075.00
CONFIRMED EXPENDED MATCHING FUNDS	\$ -
CONFIRMED TOTAL MATCHING PERCENTAGE	25%

Sunflower Commerce Park Sewer Infrastructure

AUTHORIZED BUDGET SUMMARY

Project Budget	
BASE Share	\$ 4,716,225.00
Matching Share	\$ 1,572,075.00
Total Project Cost	\$ 6,288,300.00
BASE Grant Rate	75%

	BASE Share	Matching Share
Construction	\$ 4,716,225.00	\$ 452,396.67
Non-Construction	\$ -	\$ 1,119,681.33
Subtotal Charges	\$ 4,716,225.00	\$ 1,572,078.00
Administrative Costs	\$ -	
Contingencies	\$ -	\$ 452,393.67
Total Project Budget	\$ 4,716,225.00	\$ 2,024,471.67

Budget Narrative	
------------------	--

Insert values for all yellow cells. Values will calculate into the Construction Budget, Non-Construction Budget and Budget Summary Tabs.

Previous Expenditures (MATCHING FUNDS ONLY)				
Activity/Service/Use	Provider	Purpose	Construction Costs	Non-Construction Costs
Total Previous Expenditures			\$ -	\$ -

Construction				
Task	Provider	Purpose	BASE Grant Funds	Matching Funds
Materials	N/A	12" Force Main Pipe	\$ 1,400,000.00	
Materials	N/A	8" SS Pipe	\$ 210,000.00	
Materials	N/A	10" SS Pipe	\$ 320,000.00	
Materials	N/A	15" SS Pipe	\$ 720,000.00	
Materials	N/A	18" SS Pipe	\$ 555,000.00	
Materials	N/A	12" & 21" Directional Drill	\$ 134,800.00	
Materials	N/A	Steel Casing by Bore	\$ 360,000.00	
Materials	N/A	Lift Station	\$ 687,258.33	
Materials	N/A	4' Pre-Cast Manhole	\$ 104,166.67	
Site Work (Prep, ground-moving, etc.)	N/A	Mobilization, Staking, Site Clearing, Other	\$ 225,000.00	
Materials	N/A	Contingencies		\$ 452,396.67
Total Construction Costs			\$ 4,716,225.00	\$ 452,396.67

Non-Construction				
Task	Provider	Purpose	BASE Grant Funds	Matching Funds
Consulting	N/A	Preliminary Engineering		\$ 497,636.33
Consulting	N/A	Constructon Engineering		\$ 622,045.00
Total Non-Construction Costs			\$ -	\$ 1,119,681.33

Administrative Costs				
Cost Description	Provider	Purpose	BASE Grant Funds	Matching Funds
Total Administrative Costs			\$ -	\$ -

Sunflower Commerce Park Sewer Infrastructure

CONSTRUCTION BUDGET

These fields will auto-populate from the Budget Narrative Tab and will be added to the Budget Summary Tab for a full project budget. Only contingencies will need to be entered manually.

USE OF FUNDS	BASE GRANT USE	MATCHING FUNDS USE
Previous Expenditures		\$ -
Demolition and Removal	\$ -	\$ -
Equipment (Purchases & Rentals)	\$ -	\$ -
Labor	\$ -	\$ -
Materials	\$ 4,491,225.00	\$ 452,396.67
On-Going Engineering	\$ -	\$ -
Road Closures	\$ -	\$ -
Signage	\$ -	\$ -
Site Work (Prep, ground-moving, etc.)	\$ 225,000.00	\$ -
Soil Borings & Environmental	\$ -	\$ -
Supplies	\$ -	\$ -
Surveying	\$ -	\$ -
Subtotal	\$ 4,716,225.00	\$ 452,396.67
Contingencies (No more than 10% of Subtotal)	\$ -	\$ -
Total Construction Project Costs	\$ 4,716,225.00	\$ 452,396.67

Sunflower Commerce Park Sewer Infrastructure

NON-CONSTRUCTION BUDGET

These fields will auto-populate from the Budget Narrative Tab and will be added to the Budget Summary Tab for a full project budget. Only contingencies will need to be entered manually.

	BASE GRANT FUNDS	MATCHING FUNDS
Previous Expenditures		\$ -
Consulting	\$ -	\$ 1,119,681.33
Insurance	\$ -	\$ -
Land Purchases	\$ -	\$ -
Legal & Easements	\$ -	\$ -
Permits	\$ -	\$ -
Project Inspection Fees	\$ -	\$ -
Relocation Expenses and Payments	\$ -	\$ -
Supplies	\$ -	\$ -
Miscellaneous	\$ -	\$ -
Subtotal A	\$ -	\$ 1,119,681.33
Administrative - Grant Administration	\$ -	\$ -
Administrative - Architectural Design	\$ -	\$ -
Administrative - Preliminary Engineering Costs	\$ -	\$ -
Administrative - Environmental Review	\$ -	\$ -
Subtotal B	\$ -	\$ 1,119,681.33
Contingencies (No more than 10% of Subtotal B)	\$ -	\$ -
Total Non-Construction Project Costs	\$ -	\$ 1,119,681.33

Sunflower Commerce Park Sewer Infrastructure	Q2 2023		Q3 2023		Q4 2023		Q1 2024		Q2 2024		Q3 2024		Q4 2024		Q1 2025		Q2 2025	
PHASES & TASKS	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH
Phase 1																		
Engineering Design						\$ 497,636.33												
Task 2																		
Task 3																		
Task 4																		
Phase 2																		
Construction							\$ 1,572,075.00	\$ 150,797.76	\$ 1,572,075.00	\$ 150,797.76	\$ 1,572,075.00	\$ 150,797.75						
Construction Engineering								\$ 207,348.47		\$ 207,348.47		\$ 207,348.46						
Task 3																		
Task 4																		
Phase 3																		
Task 1																		
Task 2																		
Task 3																		
Task 4																		
Phase 4																		
Task 1																		
Task 2																		
Task 3																		
Task 4																		
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 497,636.33	\$ 1,572,075.00	\$ 358,146.23	\$ 1,572,075.00	\$ 358,146.23	\$ 1,572,075.00	\$ 358,146.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BASE \$	\$ 4,716,225.00		(Must match Cover Sheet amount)															
TOTAL MATCHING \$	\$ 1,572,075.00		(Must match Cover Sheet amount)															

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

SPECIAL CONDITION(S) AND PAYMENT SCHEDULE

Awardee: The City of Bel Aire
Submittable Application: 0179
Pre-Award Documentation: 0031

Special Condition #1 Complete and submit GAP budget timeline.

Special Condition #2: Provide updated procurement policy which complies with the following requirements: For purchases which are above \$5,000 (the state threshold for competitive procurement), submit competitive procurement documents (including copy of solicitation of services (RFP/RFQ/Sealed Bid, etc.)), responses received from solicitation, scoring card or documented evaluation of bids/quotes that determines awarded contract, fully executed contract with selected bidder, and certificate of insurance.

Special Condition #3 Demonstrate compliance with updated procurement policy for existing and future contracts which are above \$5,000 (the state threshold for competitive procurement), submit competitive procurement documents (including copy of solicitation of services (RFP/RFQ/Sealed Bid, etc.)), responses received from solicitation, scoring card or documented evaluation of bids/quotes that determines awarded contract, fully executed contract with selected bidder, and certificate of insurance).

Alternatively, for any instances of non-competitive procurement (consulting, engineering, and any other exempted service providers), evidence of submittal of the required prior authorization request form.

Special Condition #4: City policies and procedures were last updated on May 16, 2017, which is beyond the specified five-year window of elapsed time and is identified as a potential risk consideration. Provide City administrative code sections which support that observed frequency complies with existing City regulations and/or review documents for compliance with current regulatory requirements. Document and provide confirmation of action taken within 90 days of first grant disbursement date.

Special Condition #5: Perform debarment/suspension checks for all required entities (31 CFR 19.300) prior to any issuance of funds/cost reimbursement. Retain and include in quarterly reports.

Special Condition #6: The following Documentation will be provided by Grantee once acquired:
Proof of any required permitting prior to construction
Proof of insurance prior to construction

Special Condition #7: A minimum of 10% of the grant funds must be expended no later than April 30, 2024.

Special Condition #8: Quarterly Progress Reports must be submitted with satisfactory progress of the project determined in the sole discretion by the Department of Commerce.

Special Condition #9: Payment of second disbursement will be contingent on review and approval of documentation for the first 50% disbursement of funds.

PAYMENT SCHEDULE

Disbursement #	Amount	Requirement
1	\$2,358,112.50	Executed Award Agreement and completion of Special Conditions 1, 2, and 3.
2	\$2,358,112.50	Compliance with ongoing conditions and completion of Special Conditions 4, 5, 6, 7, 8, and 9.

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.



Signature and Date



Printed Name

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

Signature, Title of Contractor

Date

Ted Henry

Printed

Name of Company

Department of Commerce
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354



Phone: (785) 296-3481
Fax: (785) 296-5055
KansasCommerce.gov

David C. Toland, Secretary

Laura Kelly, Governor

June 6, 2024

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

Re: First Amendment to the BASE 1 Agreement for Grant Award Number FY24-BASE2-BEL (collectively the “Agreement”)

The purpose of this letter is to amend and restate in their entirety certain provisions of the Agreement. The Kansas Department of Commerce (“Commerce”) and the City of Bel Aire (the “Grantee” and collectively with Commerce referred to as “Parties”) hereby agree to the following amendment with respect to the Agreement:

1. Section II. Purpose shall be modified as follows:

The purpose of this Agreement is to establish a contractual relationship between Commerce and Grantee to assist in the recovery effects of the COVID-19 public health and economic crisis, whereby Commerce provides certain grant funds to be used solely for the Utilities and Public Works Facility Expansion as described in Grantee’s BASE Grant Administration Plan, Attachment C, (the “Project”) or, if authorized by Commerce, as is otherwise consistent with this Agreement and its Attachments, the ARPA as codified in 42 U.S.C. § 802, Assistance Listing 21.027 and any applicable federal regulations and lawful guidance issued by the United States Department of Treasury.

2. Section VII. E. shall be modified as follows:

Obtain prior written approval from Commerce for changes in any budget line item if these changes exceed ten percent (10%) of the total Project budget or the addition and/or removal of a budget line item. The Grantee shall also request written approval from Commerce for changes in the scope or nature of the Project due to unforeseeable changes of circumstances.

3. The Grantee’s Grant Administration Plan and Final Budget is hereby replaced with the attached Grantee’s Grant Administration dated 6/6/2024 which is hereby incorporated into the Agreement as Attachment C.

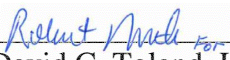
The Parties hereby agree that the Agreement remains in full force and effect except as modified in this letter.


Upon the Parties' execution of its respective consent and acknowledgement, the provisions set forth in this letter shall be binding upon all Parties to the Agreement as if such provisions were expressly provided in the Agreement. The provisions of this letter shall supersede any contrary provisions of the Agreement.

Sincerely,

The Kansas Department of Commerce

City of Bel Aire

By: 
David C. Toland, Lt. Governor and Secretary

By: 
Ted Henry, City Manager
Thenry@belaireks.gov

BASE GRANT ADMINISTRATION PLAN COVER SHEET

PROJECT TITLE:	Sunflower Commerce Park Public Works Facilities Improvements
PROJECT ORGANIZATION:	City of Bel Aire
PROJECT CONTACT NAME:	Ted Henry
PROJECT CONTACT PHONE NUMBER:	316.744.2451
PROJECT CONTACT EMAIL ADDRESS:	thenry@belaireks.gov
BACKUP PROJECT CONTACT NAME:	Barry Smith
BACKUP PROJECT CONTACT PHONE NUMBER:	316.744.2451
BACKUP PROJECT CONTACT EMAIL ADDRESS:	bsmith@belaireks.gov
AUTHORIZED BASE GRANT AWARD	\$ 4,716,225.00
CONFIRMED FUTURE MATCHING FUNDS	\$ 2,774,194.00
CONFIRMED EXPENDED MATCHING FUNDS	\$ -
CONFIRMED TOTAL MATCHING PERCENTAGE	37%

Sunflower Commerce Park Public Works Facilities Improvements

AUTHORIZED BUDGET SUMMARY

Project Budget	
BASE Share	\$ 4,716,225.00
Matching Share	\$ 2,774,194.00
Total Project Cost	\$ 7,490,419.00
BASE Grant Rate	63%

	BASE Share	Matching Share
Construction	\$ 4,323,371.00	\$ 2,119,436.00
Non-Construction	\$ 392,854.00	\$ 130,951.00
Subtotal Charges	\$ 4,716,225.00	\$ 2,250,387.00
Administrative Costs	\$ -	\$ -
Contingencies	\$ -	\$ 523,805.00
Total Project Budget	\$ 4,716,225.00	\$ 2,774,192.00

Budget Narrative

Insert values for all yellow cells. Values will calculate into the Construction Budget, Non-Construction Budget and Budget Summary Tabs.

Previous Expenditures (MATCHING FUNDS ONLY)				
Activity/Service/Use	Provider	Purpose	Construction Costs	Non-Construction Costs
Total Previous Expenditures			\$ -	\$ -

Construction				
Task	Provider	Purpose	BASE Grant Funds	Matching Funds
Site Work (Prep, ground-moving, etc.)	Contractor	Prepare the site and construct buildings	\$ 4,323,371.00	\$ 2,119,436.00
Total Construction Costs			\$ 4,323,371.00	\$ 2,119,436.00

Non-Construction				
Task	Provider	Purpose	BASE Grant Funds	Matching Funds
Consulting	Selected architect/engineer	Design the project	\$ 392,854.00	\$ 130,951.00
Total Non-Construction Costs			\$ 392,854.00	\$ 130,951.00

Administrative Costs				
Cost Description	Provider	Purpose	BASE Grant Funds	Matching Funds
Total Administrative Costs			\$ -	\$ -

Sunflower Commerce Park Public Works Facilities Improvements

CONSTRUCTION BUDGET

These fields will auto-populate from the Budget Narrative Tab and will be added to the Budget Summary Tab for a full project budget. Only contingencies will need to be entered manually.

USE OF FUNDS	BASE GRANT USE	MATCHING FUNDS USE
Previous Expenditures		\$ -
Demolition and Removal	\$ -	\$ -
Equipment (Purchases & Rentals)	\$ -	\$ -
Labor	\$ -	\$ -
Materials	\$ -	\$ -
On-Going Engineering	\$ -	\$ -
Road Closures	\$ -	\$ -
Signage	\$ -	\$ -
Site Work (Prep, ground-moving, etc.)	\$ 4,323,371.00	\$ 2,119,436.00
Soil Borings & Environmental	\$ -	\$ -
Supplies	\$ -	\$ -
Surveying	\$ -	\$ -
Subtotal	\$ 4,323,371.00	\$ 2,119,436.00
Contingencies (No more than 10% of Subtotal)	\$ -	\$ 523,805.00
Total Construction Project Costs	\$ 4,323,371.00	\$ 2,643,241.00

Sunflower Commerce Park Public Works Facilities Improvements

NON-CONSTRUCTION BUDGET

These fields will auto-populate from the Budget Narrative Tab and will be added to the Budget Summary Tab for a full project budget. Only contingencies will need to be entered manually.

	BASE GRANT FUNDS	MATCHING FUNDS
Previous Expenditures		\$ -
Consulting	\$ 392,854.00	\$ 130,951.00
Insurance	\$ -	\$ -
Land Purchases	\$ -	\$ -
Legal & Easements	\$ -	\$ -
Permits	\$ -	\$ -
Project Inspection Fees	\$ -	\$ -
Relocation Expenses and Payments	\$ -	\$ -
Supplies	\$ -	\$ -
Miscellaneous	\$ -	\$ -
Subtotal A	\$ 392,854.00	\$ 130,951.00
Administrative - Grant Administration	\$ -	\$ -
Administrative - Architectural Design	\$ -	\$ -
Administrative - Preliminary Engineering Costs	\$ -	\$ -
Administrative - Environmental Review	\$ -	\$ -
Subtotal B	\$ 392,854.00	\$ 130,951.00
Contingencies (No more than 10% of Subtotal B)	\$ -	\$ -
Total Non-Construction Project Costs	\$ 392,854.00	\$ 130,951.00

Sunflower Commerce Park Public Works Facilities Improvements	Q2 2023		Q3 2023		Q4 2023		Q1 2024		Q2 2024		Q3 2024		Q4 2024		Q1 2025		Q2 2025	
PHASES & TASKS	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH
Phase 1																		
Architectural/Engineering Design									\$ - 392,854.00	\$ 130,951.00								
Phase 2																		
Construction											\$ 1,080,842.75	\$ 660,810.25	\$ 1,080,842.75	\$ 660,810.25	\$ 1,080,842.75	\$ 660,810.25	\$ 1,080,842.75	\$ 660,812.25
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 392,854.00	\$ 130,951.00	\$ 1,080,842.75	\$ 660,810.25	\$ 1,080,842.75	\$ 660,810.25	\$ 1,080,842.75	\$ 660,810.25	\$ 1,080,842.75	\$ 660,812.25
TOTAL BASE \$	\$ 4,716,225.00																	
TOTAL MATCHING \$	\$ 2,774,194.00																	

Department of Commerce
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354



Phone: (785) 296-3481
Fax: (785) 296-5055
KansasCommerce.gov

David C. Toland, Secretary

Laura Kelly, Governor

April 21, 2025

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

Re: Second Amendment to the First Amendment and the BASE 2 Agreement for Grant Award Number FY24-BASE2-SBEL as amended by the First Amendment dated June 6, 2024 (collectively the “Agreement”)

The purpose of this letter is to amend and restate in their entirety certain provisions of the Agreement. The Kansas Department of Commerce (“Commerce”) and the City of Bel Aire (the “Grantee” and collectively with Commerce referred to as “Parties”) hereby agree to the following amendment with respect to the Agreement:

1. Section IV. Term shall be modified as follows:
The term of this Agreement shall be from the date both Parties sign this Agreement (the “Effective Date”) through September 30, 2025 (the “End Date”). Grantee shall have a continuing duty beyond the End Date to provide reports, as set forth in Section VIII, and retain records, as set forth in Section IX.
2. Section VI. Federal Award shall be modified as follows:
The Performance Start and End Dates (for subaward) in the federal award table shall be modified to 04/25/2023 – 09/30/2025.
The Budget Period (if different than performance dates) in the federal award table shall be modified to 04/25/2023 – 9/30/2025.
3. Section VIII. Reporting shall be modified as follows:
Grantee shall also provide a final close-out report by the End Date, with supporting documentation and verification of complete expenditures of all matching funds, in a form reasonably requested by Commerce at the conclusion of the Project. At the sole discretion of Commerce, additional reports after the End Date may be required.
4. Section XIII. Notices shall be modified as follows:
 - A. Notices to Commerce shall be addressed as follows:
Kansas Department of Commerce
Attn: Robert North, Chief Counsel
1000 SW Jackson, Suite 100
Topeka, KS 66612
Robert.North@ks.gov

5. The Grantee’s Grant Administration Plan and Final Budget is hereby replaced with the Grantee’s Grant Administration Plan dated 4/1/2025 which is hereby incorporated into the Agreement as Attachment C.

The Parties hereby agree that the Agreement remains in full force and effect except as modified in this letter.

Upon the Parties’ execution of their respective consent and acknowledgement, the provisions set forth in this letter shall be binding upon all Parties to the Agreement as if such provisions were expressly provided in the Agreement. The provisions of this letter shall supersede any contrary provisions of the Agreement.

Sincerely,

The Kansas Department of Commerce
By: _____
David C. Toland, Lt. Governor and Secretary

City of Bel Aire
By: _____

Ted Henry, City Manager

BASE GRANT ADMINISTRATION PLAN COVER SHEET

PROJECT TITLE:	Sunflower Commerce Park Public Works Facilities Improvements
PROJECT ORGANIZATION:	City of Bel Aire
PROJECT CONTACT NAME:	Ted Henry
PROJECT CONTACT PHONE NUMBER:	316.744.2451
PROJECT CONTACT EMAIL ADDRESS:	thenry@belaireks.gov
BACKUP PROJECT CONTACT NAME:	Barry Smith
BACKUP PROJECT CONTACT PHONE NUMBER:	316.744.2451
BACKUP PROJECT CONTACT EMAIL ADDRESS:	bsmith@belaireks.gov
AUTHORIZED BASE GRANT AWARD	\$ 4,716,225.00
CONFIRMED FUTURE MATCHING FUNDS	\$ 1,572,075.00
CONFIRMED EXPENDED MATCHING FUNDS	\$ -
CONFIRMED TOTAL MATCHING PERCENTAGE	25%

Sunflower Commerce Park Public Works Facilities Improvements

AUTHORIZED BUDGET SUMMARY

Project Budget	
BASE Share	\$ 4,716,225.00
Matching Share	\$ 1,572,075.00
Total Project Cost	\$ 6,288,300.00
BASE Grant Rate	75%

	BASE Share	Matching Share
Construction	\$ 4,479,623.21	\$ 1,168,376.79
Non-Construction	\$ 236,601.79	\$ 403,698.21
Subtotal Charges	\$ 4,716,225.00	\$ 1,572,075.00
Administrative Costs	\$ -	\$ -
Contingencies	\$ -	\$ -
Total Project Budget	\$ 4,716,225.00	\$ 1,572,075.00

Sunflower Commerce Park Public Works Facilities Improvements

CONSTRUCTION BUDGET

These fields will auto-populate from the Budget Narrative Tab and will be added to the Budget Summary Tab for a full project budget. Only contingencies will need to be entered manually.

USE OF FUNDS	BASE GRANT USE	MATCHING FUNDS USE
Previous Expenditures		\$ -
Demolition and Removal	\$ -	\$ -
Equipment (Purchases & Rentals)	\$ 410,870.00	\$ -
Labor	\$ 1,427,625.21	\$ 236,601.79
Materials	\$ 1,499,766.00	\$ 931,775.00
On-Going Engineering	\$ -	\$ -
Road Closures	\$ -	\$ -
Signage	\$ -	\$ -
Site Work (Prep, ground-moving, etc.)	\$ 1,141,362.00	\$ -
Soil Borings & Environmental	\$ -	\$ -
Supplies	\$ -	\$ -
Surveying	\$ -	\$ -
Subtotal	\$ 4,479,623.21	\$ 1,168,376.79
Contingencies (No more than 10% of Subtotal)	\$ -	\$ -
Total Construction Project Costs	\$ 4,479,623.21	\$ 1,168,376.79

Budget Narrative

Insert values for all yellow cells. Values will calculate into the Construction Budget, Non-Construction Budget and Budget Summary Tabs.

Previous Expenditures (MATCHING FUNDS ONLY)				
Activity/Service/Use	Provider	Purpose	Construction Costs	Non-Construction Costs
Total Previous Expenditures			\$ -	\$ -

Construction				
Task	Provider	Purpose	BASE Grant Funds	Matching Funds
Materials	Contractor		\$ 1,499,766.00	\$ 931,775.00
Labor	Contractor		\$ 1,427,625.21	\$ 236,601.79
Equipment (Purchases & Rentals)	Contractor		\$ 410,870.00	
Site Work (Prep, ground-moving, etc.)	Contractor		\$ 1,141,362.00	
Total Construction Costs			\$ 4,479,623.21	\$ 1,168,376.79

Non-Construction				
Task	Provider	Purpose	BASE Grant Funds	Matching Funds
Consulting	Selected architect/engineer	Design the Project	\$ 236,601.79	\$ 201,849.10
Consulting	Ownership Rep	Project Management	\$ -	\$ 201,849.11
Total Non-Construction Costs			\$ 236,601.79	\$ 403,698.21

Administrative Costs				
Cost Description	Provider	Purpose	BASE Grant Funds	Matching Funds
Total Administrative Costs			\$ -	\$ -

Sunflower Commerce Park Public Works Facilities Improvements

NON-CONSTRUCTION BUDGET

These fields will auto-populate from the Budget Narrative Tab and will be added to the Budget Summary Tab for a full project budget. Only contingencies will need to be entered manually.

	BASE GRANT FUNDS	MATCHING FUNDS
Previous Expenditures		\$ -
Consulting	\$ 236,601.79	\$ 403,698.21
Insurance	\$ -	\$ -
Land Purchases	\$ -	\$ -
Legal & Easements	\$ -	\$ -
Permits	\$ -	\$ -
Project Inspection Fees	\$ -	\$ -
Relocation Expenses and Payments	\$ -	\$ -
Supplies	\$ -	\$ -
Miscellaneous	\$ -	\$ -
Subtotal A	\$ 236,601.79	\$ 403,698.21
Administrative - Grant Administration	\$ -	\$ -
Administrative - Architectural Design	\$ -	\$ -
Administrative - Preliminary Engineering Costs	\$ -	\$ -
Administrative - Environmental Review	\$ -	\$ -
Subtotal B	\$ 236,601.79	\$ 403,698.21
Contingencies (No more than 10% of Subtotal B)	\$ -	\$ -
Total Non-Construction Project Costs	\$ 236,601.79	\$ 403,698.21

Sunflower Commerce Park Public Works Facilities Improvements	Q4 2024		Q1 2025		Q2 2025		Q3 2025		Q4 2025									
PHASES & TASKS	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH
Phase 1																		
Architectural/Engineering Design	\$ 236,601.79			\$ 201,849.10				\$ 201,849.11										
Phase 2																		
Construction			\$ 445,423.00		\$ 2,649,110.21	\$ 1,168,376.79	\$ 1,385,090.00											
TOTAL	\$ 236,601.79	\$ -	\$ 445,423.00	\$ 201,849.10	\$ 2,649,110.21	\$ 1,168,376.79	\$ 1,385,090.00	\$ 201,849.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL BASE \$ 4,716,225.00 (Must match Cover Sheet amount)

TOTAL MATCHING \$ 1,572,075.00 (Must match Cover Sheet amount)

City of Bel Aire, Kansas

STAFF REPORT

DATE: May 13, 2025

TO: Ted Henry, City Manager

FROM: Brian Hayes, Recreation Director

RE: Utility Vehicle Replacement

SUMMARY: The Recreation’s Department’s 2013 Cushman utility vehicle has been showing signs of wear for some time. The vehicle currently is in need of service and repairs for continued use. Per your instructions, staff has researched possible replacements and received quotes. Funds were budgeted in the 2025 budget for utility vehicle replacement.

BACKGROUND: The Rec utility vehicle is a vital piece of equipment used by recreation staff. Uses include maintaining infields, fertilizer & herbicide application, water reel irrigation, ballfield set-up, hauling, towing, general transportation, and transporting handicapped and elderly spectators from the parking lot to the ballfields.

DISCUSSION: The current Rec utility vehicle is not operable. It needs a starter belt, clutch adjustment, and an electrical issue repaired. This service is scheduled but may take some time to get it back from the shop. We were planning on trading or selling on Purple Wave later this year. After discussions with public works and the city manager, we believe it is more feasible to repair and use the old one as a secondary vehicle for all departments and move forward with the budgeted replacement. The only trade allowance offered by any of the vendors was \$350.

RECOMMENDATION: Staff have priced several locally available utility vehicles that would fulfill the needs of the Recreation Department. The quotes are listed below. Staff recommend accepting the lowest quote which is a new Cushman Hauler 1200x for \$9570.75 from Kansas Golf and Turf.

<u>Model</u>	<u>Vendor</u>	<u>Quote</u>
Cushman Hauler 1200x	Kansas Golf & Turf	\$9570.75
John Deere Gator TX	Prairieland Partners	\$10,643.88
Club Car 550	Clear Creek Golf Cars	\$14,003.00

Bel Aire Recreation City Of Bel Aire

Brian Hayes
Recreation Director
5251 E. 48th Street North
Wichita, KS 67220

Telephone (316) 744-2700

REQUEST FOR QUOTE

Utility Vehicle

Specifications

- 13 hp or greater gas engine
- Bed lift
- Shade Canopy
- Would like to trade in 2013 Cushman Hauler 1200 X
Currently needs a starter belt and lift is not working

Please submit quote by May 13th

Sent on May 9th to
Kansas Golf & Turf – Park City
Clear Creek Golf Cars – Andover
M & M Golf Cars – Topeka
Prairieland Partners - Wichita



4/25/2025

QUOTE

ATTENTION: City of Bel Aire Recreation Center

MANUFACTURER:	MODEL DESCRIPTION:	LIST PRICE	YOUR PRICE
Cushman	Hauler 1200x	\$12,500.00	\$9,570.75

DELIVERY	\$0.00
PROMO FEE	\$0.00
SUB TOTAL:	\$9,570.75
TAX:	\$0.00
TOTAL PRICE:	\$9,570.75

THANK YOU FOR CONSIDERING KANSAS GOLF AND TURF FOR ALL YOUR EQUIPMENT
NEEDS. THE PRICES QUOTED ARE VALID FOR 15 DAYS.

QUOTE BY: *Elijah Larkin, KGT*

Approved by: _____

Date: _____

Quote Summary**Prepared For:**

Brian Hayes
CITY OF BEL AIRE
Brian Hayes
7651 E CENTRAL PARK AVE
WICHITA, KS 67226
Business: 316-744-8609
Mobile: 316-744-2700
RECCENTER@BELAIREKS.GOV

Prepared By:

Gardner Robby
PrairieLand Partners, LLC
2218 South West Street
Wichita, KS 67213
Phone: 316-943-4261
Mobile: 316-712-9608
robby.gardner@plpjd.com

Payment on new equipment is due 30 days after factory delivery date.

Quote Id: 32820186
Created On: 12 May 2025
Last Modified On: 12 May 2025
Expiration Date: 11 June 2025

Equipment Summary	Selling Price	Qty	Extended
2025 JOHN DEERE GATOR™ TX (Model Year 2025) - 1M04X2XDHSM201579	\$ 10,643.88 X	1 =	\$ 10,643.88
Equipment Total			\$ 10,643.88

Quote Summary

Equipment Total	\$ 10,643.88
SubTotal	\$ 10,643.88
Est. Service Agreement Tax	\$ 0.00
Total	\$ 10,643.88
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 10,643.88

Salesperson : X _____

Accepted By : X _____

414

Selling Equipment

Quote Id: 32820186 Customer: CITY OF BEL AIRE

2025 JOHN DEERE GATOR™ TX (Model Year 2025) - 1M04X2XDHSM201579				
Hours:	0			
Stock Number:	503996			
				Selling Price
				\$ 10,643.88
Code	Description	Qty	Unit	Extended
56A8M	2025 JOHN DEERE GATOR,4X2 TX GAS MY25 56A8M	1	\$ 10,949.00	\$ 10,949.00
Standard Options - Per Unit				
001F	US 49 State	1	\$ 0.00	\$ 0.00
0505	Build to Order	1	\$ 0.00	\$ 0.00
1016	AT (All Terrain) Tires	1	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box with Paint and Reflectors	1	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	1	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	\$ 0.00
	Standard Options Total			\$ 0.00
Value Added Services Total				
				\$ 0.00
Other Charges				
	Setup	1	\$ 192.60	\$ 192.60
	Freight Charge	1	\$ 950.00	\$ 950.00
	Other Charges Total			\$ 1,142.60
	Suggested Price			\$ 12,091.60
Customer Discounts				
	Customer Discounts Total		\$ -1,447.72	\$ -1,447.72
Total Selling Price				\$ 10,643.88



May 12, 2025
Expiration Date: August 10, 2025
Quote #: Q-22373

Customer Information:

Brian Hayes
City of Bel Aire

On behalf of:

Brad Burnside
General Manager

Dear Jerry Marti,

Please find attached a quotation for the following vehicles:

2025 Club Car Carryall 550 Gasoline

Please find attached a quotation for City of Bel Aire. You can expect delivery 20 days after receipt of order and appropriate credit approval.

Clear Creek Golf Car and Vehicles	Sales Tax	Freight & Misc.	Per unit	Total
Car 1	0.00		15,185.00	15,185.00
1 - Carryall 550 Gasoline				
City of Bel Aire Price:				14,003.00

**(1) 2025 Club Car Carryall 550 Gasoline**

Qty	Product	List Price	Discount	Unit Price	Customer Price
1	Carryall 550 Gasoline	12,523.00	0.00	12,523.00	11,523.00
1	No Connectivity	0.00	0.00	0.00	0.00
1	CARRYALL 550 G SUPERINTENDENT	1,551.00	0.00	1,551.00	1,551.00
1	Red Body Color	91.00	0.00	91.00	91.00
1	Gray Seat Color	0.00	0.00	0.00	0.00
1	Front Shipping Tires	0.00	0.00	0.00	0.00
1	Shipping Tires, Rear 20"	0.00	0.00	0.00	0.00
1	Cargo Box	0.00	0.00	0.00	0.00
1	Field Installed Front Tires, Extra Traction, 4-Ply	0.00	0.00	0.00	0.00
1	Heavy Duty Trailer Hitch	0.00	0.00	0.00	0.00
1	Differential Guard, Gas	0.00	0.00	0.00	0.00
1	Heavy Duty Front Brush Guard Installation	0.00	0.00	0.00	0.00
1	Steering Wheel w/ Memo Clip	0.00	0.00	0.00	0.00
1	Halogen Headlights	0.00	0.00	0.00	0.00
1	Gas Tail Lights, Brake Lights and Horn	246.00	0.00	246.00	246.00
1	Locking Glovebox Door	0.00	0.00	0.00	0.00
1	Hinged Windshield Kit	182.00	0.00	182.00	0.00
1	5-Spoke Chrome Wheel Cover Kit (Set of 4)	0.00	0.00	0.00	0.00
1	Carryall Canopy Assembly Black	0.00	0.00	0.00	0.00
1	Instrument Panel - Pedal Start	0.00	0.00	0.00	0.00
1	Standard Transaxle	0.00	0.00	0.00	0.00
1	CVT - Pedal Start	0.00	0.00	0.00	0.00
1	Electrical Installation - Pedal Start	0.00	0.00	0.00	0.00
1	Tailgate Tether Installation	0.00	0.00	0.00	0.00
1	Bed Lift Installation for Gas Vehicles	561.00	0.00	561.00	561.00
1	Carryall Strut Kit (Shipped on Car)	0.00	0.00	0.00	0.00
1	Pedal Start Standard Keyswitch	0.00	0.00	0.00	0.00
1	Trailer Hitch Ball - 50mm (Loose Shipped)	31.00	0.00	31.00	31.00
1	Starter Generator - Pedal Start	0.00	0.00	0.00	0.00
1	Shift Lever - Pedal Start	0.00	0.00	0.00	0.00
1	Heavy Duty Front Suspension	0.00	0.00	0.00	0.00
Proposal Currency: USD				Total: 14,003.00	

Confidentiality of Pricing. *All discount percentages (and the resulting Product pricing) are the confidential and proprietary information of Clear Creek Golf Car and Vehicles. Customer shall not disclose such information to any third party without Clear Creek Golf Car and Vehicles prior consent. The products set forth in this proposal are intended only for the Customer set forth above and may not be resold within twelve months of delivery without Clear Creek Golf Car and Vehicles prior written consent. Customer shall be responsible for, and expressly agrees to pay, the difference between prices quoted herein and Consumer Retail Pricing for any vehicles resold within twelve months of delivery. Please note the actual price will be determined by the interest rate at the time of delivery. The above pricing are firm for the next 60 days. Clear Creek Golf Car and Vehicles reserves the right to adjust the pricing if interest rates rise within 60 days of delivery.*

Prices quoted herein are projected for a future estimated date of delivery of Club Car golf and utility products. Due to current market conditions and estimated lead times, pricing and interest rates are subject to change prior to projected delivery. In the event customer's current fleet is not available for trade-in at the time of delivery, Clear Creek Golf Car and Vehicles reserves the right to adjust pricing accordingly, and Customer agrees to be responsible for any prices increases. Customer is to submit required credit information for credit approval. Any applicable State or Local Taxes or any additional fees associated with documentation are not included.

©2024 Club Car, LLC. All rights reserved. Club Car believes the information and specifications in this quote were correct as of the date of this proposal. Due to current market conditions and estimated lead times, pricing and interest rates are subject to change prior to projected delivery. Specifications, standard features, options, fabrics and colors are subject to change 60 days prior to delivery. Some features may be unavailable when your vehicle is built. Some vehicles are pictured with options that may be available at extra cost or may not be available on some models. Ask your dealer or Club Car representative about the availability of options and verify that the vehicle you ordered includes the equipment you ordered. There are no warranties, expressed or implied, contained herein. See the Limited Warranty in the owner's manual or write to: Club Car, PO Box 204658, Augusta, GA 30917. Club Car reserves the right to make design changes without obligation to make these changes on previously sold units or systems. These vehicles are designed and manufactured for off-road use only. They do not conform to Federal Motor Vehicle Safety Standards for automobiles or to FMVSS 500 for low-speed vehicles and are not equipped for operation on public streets, roads, or highways. Please see the Operator's Manual for important safety and operating instructions for your vehicle(s).

Terms: F.O.B. ORIGIN

Notes/Comments:

Respectfully,
Brad Burnside

Accepted by:
Brian Hayes

May 12, 2025

Date

Print name:

Title: General Manager

Brad Burnside\General Manager

Date: 5/12/2025

PO Number:

CONTRACT
FOR
PURCHASE (NEW UTILITY VEHICLE)

This Contract is entered into this 20th day of May, 2025, by and between the City of Bel Aire, Kansas, a municipal corporation, (hereinafter called “City”) and Kansas Golf & Turf, a foreign limited liability company, whose principal office is at 5701 North Chuzy Drive, Wichita, Kansas, 67219, Telephone Number (316) 267-9111, (hereinafter called “Contractor”).

WHEREAS, City has solicited bids for a new utility vehicle; and

WHEREAS, Contractor has submitted the bid most beneficial to City and is ready, willing, and able to provide the commodities and/or services required by City.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. Contractor shall provide to the City all those commodities and/or services specified in the Quote dated 04/25/25 as described in Exhibit A (1 page). The Contractor warrants those commodities and/or services for two (2) years, beginning on the date that the equipment is delivered to the City and accepted as conforming goods by City staff.

All equipment shall be delivered at Contractor’s expense to the requested City job site within 5 business days from the time of ordering. Any extension of the delivery date is within the City’s sole discretion. Failure of the Contractor to timely deliver the equipment shall allow City to cancel the contract without payment or penalty.

The parties further agree that all provisions of Exhibits B and C (6 pages) are effective between them and govern this Contract.

2. Compensation. City agrees to pay Contractor the following Contract price for a New Cushman Hauler 1200x, 13 hp or greater gas engine, with bed lift and shade canopy, for the Bel Aire Recreation Center. The Contract price is \$9,570.75 and the Contractor’s quote dated 04/25/25, is approved by the Governing Body on May 20, 2025.
3. Incorporation of Documents. Exhibit B (Bel Aire’s Mandatory Terms and Conditions Attachment) and Exhibit C (Bel Aire’s Mandatory Independent Contractor Addendum) are attached hereto and are incorporated into this Contract as essential terms.
4. Entire Agreement. This Contract and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind

any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

5. Severability Clause. In the event that any provision of this Contract is held to be unenforceable, the remaining provisions shall continue in full force and effect.

[Remainder of this Page Intentionally Left Blank]

PASSED by the Governing Body of the City of Bel Aire, Kansas, on the 20th day of May, 2025.

APPROVED by the Mayor on the _____ day of May, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

SIGNED by the Contractor on the _____ day of May, 2025.

KANSAS GOLF & TURF, LLC.

Signature

Printed Name

Title (President, Corporate Officer, Managing Member...)

(Exhibits A, B, and C are attached.)

EXHIBIT A



4/25/2025

WWW.KANSASGOLFANDTURE.COM

 800-260-6095 316-267-9111
 5701 N CHUZY DRIVE WICHITA, KS 67219

QUOTE

ATTENTION: City of Bel Aire Recreation Center

MANUFACTURER:	MODEL DESCRIPTION:	LIST PRICE	YOUR PRICE
Cushman	Hauler 1200x	\$12,500.00	\$9,570.75

DELIVERY	\$0.00
PROMO FEE	\$0.00
SUB TOTAL:	\$9,570.75
TAX:	\$0.00
TOTAL PRICE:	\$9,570.75

THANK YOU FOR CONSIDERING KANSAS GOLF AND TURF FOR ALL YOUR EQUIPMENT
NEEDS. THE PRICES QUOTED ARE VALID FOR 15 DAYS.

QUOTE BY: *Elijah Larkin, KGT*

EXHIBIT B**CITY OF BEL AIRE, KANSAS
MANDATORY TERMS AND CONDITIONS**

The attached Purchase Order/Quotation, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Contractor named on the Purchase Order/Quotation.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Contractor of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Contractor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and Contractor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Contractor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Contractor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Contractor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Contractor shall be in default of this Contract in the event that Contractor (i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by Contractor for the purpose of accomplishing any of the above actions.
16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If

Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 - (1) Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Contractors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human

Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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EXHIBIT C**CITY OF BEL AIRE, KANSAS
MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and

complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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CITY OF BEL AIRE
STAFF REPORT

DATE: April 30, 2025

TO: City Manager

FROM: Marty McGee, Public Works Director

Water-

This month we have scheduled 4 sample stations to be installed, and our monthly KDHE water samples have been taken for testing.

4/8/25 Atlas electric and Everygy coordinated to replace the panel that burnt up at the North water tower. This panel is what controls the outside lighting for the entire water tower. On 4/21/25 Atlas and Everygy completed the repairs.

4/10/25 residents reported a water leak on Cozy Drive. This leak was found to be a service line leaking under the new road, UMC was contacted to come out and bore a new service line and replace a portion of the driveway. This leak was repaired under the time allowed for the new guidelines. The water conservations plan states that a leak should be repaired within 24 hours of the reported time.

We had a hit and run at 5146 N Lycee. This resulted in a fire hydrant and sidewalk damage. This was reported to the Bel Aire PD and a case number was filed case #2025-00001407. Officer K. Lopez was the officer who took the case. I have sent this case number to Ted and treasury for our records and insurance purposes. This is the second time this fire hydrant has been hit in a year and a half. Public Works did a temporary yard restoration to allow residents to mow the yard safely but the hydrant or the curb was not fixed at this time. UMC has been contacted for repairs and should be completed by the end of this month.

On 4/29/25 we had a valve leaking on the 8" main at 4801 Kenawee, UMC was called out to replace the valve. This was caused by the asphalt crew hitting the valve box valve with the milling machine when milling the street for overlay. A new 6" valve and valve box was installed, and the street was backfilled with sand flushed and vibrated to assure that there would be no failures to the new road, we also installed a new Fire Hydrant at this address.

There were only 49 disconnects for this month.

Streets-

4/2/25 we potholed around town filling 15 holes. 4/3/25 we filled another 10 holes, 4/3/25 we removed all the sandbags holding up the temporary signs for the Woodlawn project. We did this so that staff would not have to deal with signs blowing over on a weekly basis and to minimize the number of residents' complaints about yard damage.

On the 8th, 9th and 10th of April we placed 28 tons of asphalt on the Woodlawn project to fill potholes and sunken areas. Staff spent a total of 25.5 hours on this project and 7 employees were involved. This left me with one employee doing our essential daily tasks. One employee was on vacation. Nick posted all photos on Facebook.

On 4/14/25 we repaired a portion of the curb that had to be removed for a water main leak last month. This was on 38th and Parkwood. The street patch will still need to be completed, the plan is to fix this portion of the street when we haul asphalt for the approaches on Woodlawn. Weather permitting has been delayed for this project.

Sewers-

Monthly sewer samples have been taken and results recorded. Also, the Sample Station hoses at 53rd street lift station have been changed that will allow accrete readings for our samples.

Rebeca Lewis from Berns and McDonald has been asked to attend the April 15th council meeting to discuss our monthly sewer samples and findings. At this time a decision should be made about adding chemical treatment to reduce the amount of H₂S gases. This will be an expensive additive but should be discussed to lower the amount of damage being caused to our manholes and piping. Another alternative is to add a baffle / divider that could possibly reduce the cost and help with the problem. Rebecca and I are discussing this option and will determine the outcome shortly. By adding a divider, the cost would be just under \$10,000.

On 4/20/25 at 11:35 pm Shannon DeWeese was called out to 6222 Danbury Street for a Resident complaint. The resident stated his basement was backing up with sewer, Shannon then called me to inform me about the backup. We were on sight within thirty minutes to explore our manholes to determine if there were any obstructions in our sewer line. The main line was observed upstream and downstream of 6222 Danbury with no obstructions found. On 4/21/25 I sent a crew to investigate further, no obstructions were found and the main is flowing as it should. This is the first complaint of sewer backing up into a resident's home this year. Although this was not considered a city backup, it will be recorded for our records.

We are having R.W. Vaught estimate the cost to replace our radio communication for our Scada system. This will allow us to use cell tower communication which would be more reliable. This will also allow R.W. to remotely access our scada system and increase our diagnostic lead time. Once we move to the new P.W. building, location, we will likely not have radio communication access, due to the distance between each lift station. This was recommended by R.W. knowing that we are having a new facility built. The quote for this work is being quoted now and we should have an answer sometime next month. I strongly recommend this change that will allow our scada system to function adequately. This will be discussed more once R.W. presents his quote.

Parks-

We have completed the monthly parks inspections with little to no findings. The Eagle Lake playground project is completed and looks great . On 4/26/25 Rebecca Armstrong is planning to add flowers and shrubs to Eagle Lake to help with the algae, I have been asked to assist her with this project to determine proper location of plants. All City sprinkler systems have been activated, and repairs are being made as needed.

All the lake fountains have been activated and working as they should.

On 4/22/25 Eagle Lake Park was sprayed for poison Hemlock and Poison Ivy.

On 4/22/25 Ted, Nick, Brian and I had discussions about placement of the Volleyball court at Eagle Lake. TO BE DETERMINED.

On 4/22/25 we replaced the tennis court net at Bel Aire Park as it was in bad shape and in need of replacement.

By the end of this month, we should have completed the first mowing for the year, weather permitting. We have had several complaints about dandelions in several locations around town causing us to use chemical applications to control them. We have also had complaints about the poison hemlock at Eagle Lake causing us to spray chemicals there as well.

Stormwater- We have done stormwater checks this month with little to no findings. After the rain event we have had no reported floodings or complaints. There was a total of 1.5 inches of rain this month. On 4/23/25 we completed our first storm water sample for the year. There are four total samples required from KDHE each year.

Special events- May 1st Sunrise Cleanup day

Sunrise Volunteers clean ditches on 53rd Street from Webb Road to Rock Road on Both sides of the street. Volunteers gathered two truckloads of trash. The Rec Center had 10 Volunteers and public Works had 16 Volunteers. The trash pickup began at 9:45 and ended at 11:45 as we gathered at the Rec Center for pizza. Pictures have been posted on our Face Book page.

I attended the Bel Aire Spring festival at the rec center on 4/12/25 and it was a success.

Safety items ordered this month –

This month we ordered safety equipment from Uline

500 XL- large chloroprene crème Gloves and 300 Large gloves for sewer related

1,000 easy lock seals for water meters to be locked

- 1- Gallon Gojo hand cleaner
- 2- 9 pairs of XL large leather gloves and 9 pairs of large gloves
- 3- 1- box of N-95 mask
- 4- One box of Safety Glasses.
- 5- All Fire Extinguishers at our facility and vehicles have been checked for the month and signed.

Below I have included pictures of some project for this month.



5146 N Lycee Fire Hydrant and Wheelchair ramp damage from Hit and Run accident



38th and Parkwood curb and gutter replacement

Top View of shadow box for Woodlawn



Replica of the street project for the Woodlawn project with box culvert included.



Eagle Lake



Playground



**Eagle Lake
Tennis Court Net.**

Eagle Lake

Bel Aire Park replaced



8" main at 4801 Kenawee a new valve and Fire Hydrant was installed at this location on 4/29/25



MINUTES
PLANNING COMMISSION
 7651 E. Central Park Ave, Bel Aire, KS
 April 10, 2025, 6:30 PM



I. Call to Order: Chairman Phillip Jordan called the meeting to order.

II. Roll Call

Chairman Phillip Jordan and Commissioners Dee Roths, Deryk Faber, Brian Mackey, Paul Matzek were present. Commissioner Brian Stuart arrived during the vote for the Minutes.

Also present were Paula Downs, Director of Community Development and Maria Schrock, City Attorney.

III. Pledge of Allegiance to the American Flag

Chairman Phillip Jordan led the pledge of allegiance.

IV. Consent Agenda

A. Approval of Minutes from Previous Meeting.

MOTION: Chairman Jordan moved to approve the minutes of March 13, 2025.

Commissioner Faber seconded the motion. *Motion carried 5-0-1*, with Commissioner Stuart abstaining from the vote.

V. Announcements: Edgar Salazar will no longer serve on the Bel Aire Planning Commission. The position is currently vacant and the Mayor will be identifying a new member.

Director of Community Development Paula Downs made the announcement. No questions or comments were received from the Commission.

VI. Old Business/New Business

A. PUD-24-04- Proposed Final R-PUD containing approved duplexes to be converted townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built (Chapel Landing Phase 2).

Chairman Phillip Jordan announced the item as listed on the agenda and reviewed Planning Commission procedures for public hearings, including a five-minute time limit for public comments.

Staff gave a brief review of the PUD application and related documents including all previous case activity brought before the Planning Commission and City Council.

Chairman Phillip Jordan asked the members of the Commission if anyone wished to disqualify themselves due to conflict of interest with this case. No one was disqualified. He asked if any member of the Commission had received any ex-parte verbal or written communications which they would like to share. No ex-parte communications were reported. He reviewed the notification of public hearing and declared that proper notification had been given, according to state statute.

Chairman Phillip Jordan opened the public comment section. Applicant Jay Cook had no comments. No questions were asked of the applicant by the Commission. No one requested to speak. Therefore, Chairman Jordan closed the public hearing. Chairman Jordan asked if any written communications had been received, and staff confirmed that none had been received.

Chairman Jordan then requested discussion among the Commission. Commissioners cited Review Criteria 1, 3, 6, 9, and 10 in the staff report for this meeting as evidence in support of approving the zone change request. Specifically, Commissioners cited the following Review Criteria from the Staff Report:

1. The character of the neighborhood is in line with the surrounding properties and the current neighborhood.
3. The property is adequately suited for the permitted uses currently allowed in the R-4 Single-Family Residential District. Notably, the applicant has only requested the following permitted uses: single-family, two-family, leasing office, playgrounds or community spaces, and accessory structures as approved by the City Manager. This is more restrictive than what is allowed in the base R-4 district.
6. There is no loss in value or hardship upon the applicant
9. Property Owners as of July 2024 have been notified a total of three times with this R-PUD case. Property owners identified between July 2024 and February 2025 have been notified one time with this R-PUD case. City staff has received no inquiries or feedback from notified residents for the March 13, 2025, hearing.
10. Staff and applicant have revised the R-PUD Agreement to include the following updates:
 - 1) "Townhouse" as fined by the City's current Zoning Regulations as a permitted use with limitation to the number of units on each lot of record has been added.
 - 2) The minimum lot area and lot widths have been identified and specified. Additionally, all other height regulations, area regulations, accessory use regulations, development/performance standards, and landscaping/screening regulations are right-sized, appropriate, and clearly indicated within the R-PUD Agreement.
 - 3) One street tree will be required for each lot that is split
 - 4) The R-PUD Agreement requires, per K.S.A. 58-3706, that covenants include a description of all easements required, including public utilities. This requirement satisfies the easement agreement request by Planning Commission and City Council.

- 5) The R-PUD Agreement includes, as Exhibit 1, the Party Wall Agreement.

MOTION: Chairman Jordan moved that having considered the evidence at the hearing and the factors to evaluate the application, I move we recommend to the City Council, that the zone change request from Single-Family Residential District “R-4” to a Planned Unit Development Residential District “R-PUD” in PUD-24-04 be approved with modifications based on findings as recorded in the summary of this hearing, and the following conditions be made a part of this recommendation:

- a) A Party Wall Agreement is referenced in the Chapel Landing Addition R-PUD Agreement. It shall be incorporated by reference and attached to the R-PUD Agreement as Exhibit 1; and,
- b) The Chapel Landing Addition R-PUD Agreement shall be provided for council consideration, and if approved by council, it shall be attached to the ordinance as Exhibit A; and,
- c) The applicant shall file the ordinance including Exhibit A and an executed copy of the Chapel Landing Addition R-PUD Agreement including Exhibit 1, with the Sedgwick County Register of Deeds within 30 days of final approval, and within 45 days shall provide the City with proof of the filings. A copy of the Chapel Landing Addition R-PUD Agreement including Exhibit 1, showing said recording shall be furnished by the Developer to the general contractor, before building permits are issued.

Commissioner Mackey seconded the motion. *Motion carried 6-0.*

B. VAC-25-02: Vacation request in the City to vacate platted 15-foot-wide building setback on Lot 1, Block 2, Tierra Verde South Addition, in VAC-25-02, generally located between 45th and 49th, on Tierra Lakes Parkway and West of Webb Road.

Chairman Phillip Jordan announced the item as listed on the agenda and reviewed Planning Commission procedures for public hearings, including a five-minute time limit for public comments. Chairman Phillip Jordan asked the members of the Commission if anyone wished to disqualify themselves due to conflict of interest with this case. No one was disqualified. He asked if any member of the Commission had received any ex-parte verbal or written communications which they would like to share. No ex-parte communications were reported. He reviewed the notification of public hearing and declared that proper notification had been given.

Paula Downs, Director of Community Development gave a brief report, referencing the application for vacation and the staff report included the Commission’s information packet for this meeting. Ms. Downs reviewed the staff recommendation to approve the vacation request based on findings 1-4 as listed in the staff report:

- 1. Notice of petition to vacate and notice of public hearing has been given in accordance with State law;
- 2. No private rights will be injured or inconvenienced if the vacation is granted;

3. The Public will suffer no loss or inconvenience if the vacation is granted; and
4. In justice to the petitioner, the vacation should be granted;

Chairman Phillip Jordan opened the public comment section. Applicant Kirk Miller agreed with the staff report and stood for questions. Mr. Miller answered questions from the Commission and staff regarding the legal description of the vacated portion and the location on the plat. Mr. Miller confirmed that the legal description is for the 15-foot portion that will be vacated.

No others requested to speak. Therefore, Chairman Jordan closed the public hearing and requested discussion among the Commission. Chairman Jordan asked if any written communications had been received. Commissioners and staff confirmed that none had been received.

MOTION: Commissioner Mackey moved that having considered the evidence at the hearing and the factors to evaluate the application, I move we recommend to the City Council, that the request for vacation of a Platted 15 foot-wide building setback on Lot 1, Block 2, Tierra Verde South Addition, in VAC-25-02 be approved based on findings 1 through 4 as listed in the staff report. Commissioner Faber seconded the motion.

Motion carried 6-0.

- C. PUD-25-01- An Amendment to the Tierra Verde PUD, that amends the allowed density of units, minimum setbacks, height and area regulations, parking, and landscape requirements, generally located between 45th and 49th on Tierra Lakes Pkwy and West of Webb Road and currently platted as Lot 1, Block 2, Tierra Verde South Addition.**

Chairman Phillip Jordan announced the item as listed on the agenda and reviewed Planning Commission procedures for public hearings, including a five-minute time limit for public comments. Chairman Phillip Jordan asked the members of the Commission if anyone wished to disqualify themselves due to conflict of interest with this case. No one was disqualified. He asked if any member of the Commission had received any ex-parte verbal or written communications which they would like to share. No ex-parte communications were reported. He reviewed the notification of public hearing and declared that proper notification had been given, according to state statute.

Paula Downs, Director of Community Development, gave a brief review of the PUD application and staff report, including all previous case activity brought before the Planning Commission and City Council. Ms. Downs stated that staff recommend approval of the vacation request, and noted key findings to support the recommendation: the character of the neighborhood, the length of time the property has been vacant as zoned, and the proximity of utilities to serve the development.

Chairman Phillip Jordan opened the public comment section. Applicant Jeff Blubaugh and Representative Kirk Miller, KE Miller Engineering, answered questions from the Commission regarding building setbacks and future changes to the PUD. The applicant did not foresee any need for future changes to the PUD.

No others requested to speak; therefore Chairman Jordan closed the public hearing. Chairman Jordan asked if any written communications had been received. Commissioners and staff confirmed that none had been received.

The Commission then deliberated. Commissioners expressed their support for approving the zone change request, based on Review Criteria 1, 5, 9 and 10 listed in the staff report, specifically:

- 1. Character of the neighborhood** - The character of the neighborhood is in line with the surrounding properties and the current neighborhood. Neighborhood is largely undeveloped. Non-residential use (Bel Aire Recovery Center) exists across Tierra Lakes Parkway to the southwest. North of subject property is Skyview at Block 49 Addition which is a two-family residential district.
- 5. Length of time the property has been vacant as zoned** - The property was originally platted in 2009. The property has been undeveloped for 16 years under its current zoning.
- 9. Opposition or support of neighborhood residents (one factor to be considered and by itself is not sufficient reason to approve or deny a request)** - Property Owners as of March 20, 2025, have been notified. City staff have received no inquiries or feedback from notified residents for the April 10, 2025, hearing.
- 10. Recommendations of permanent staff** - Key review criteria elements:
 - 1) Length of time vacant. Lot 1, Block 2 has been undeveloped and vacant for 16 years and will be developed as an R-5 or R-6 district.
 - 2) Character of the neighborhood based on uses of surrounding properties. Lot 1, Block 2 development will be developed in character of the surrounding properties.
 - 3) Infrastructure public utilities and streets. Lot 1, Block 2 currently has public utilities and is supported by a local street- Tierra Lakes Parkway.

MOTION: Commissioner Roths moved that having considered the evidence at the hearing and the factors to evaluate the application, I move we recommend that the City Council approve PUD-25-01, An Amendment to the Tierra Verde PUD, that amends the allowed density of units, minimum setbacks, area regulations, parking, and landscape requirements, based on findings 1, 5, 9, and 10 listed in the staff report, as recorded in the summary of this hearing. Chairman Jordan seconded the motion. *Motion carried 6-0.*

VII. Approval of the Next Meeting Date.

MOTION: Commissioner Jordan moved to approve the date of the next meeting: May 8, 2025, at 6:30 p.m. Commissioner Faber seconded the motion. *Motion carried 6-0.*

VIII. Current Events

A. Upcoming Agenda Items:

Planning Commission Bylaws- Staff stated that no planning cases had been submitted for the May 8, 2025, meeting. Staff are working on developing Commission Bylaws to present at the meeting. Bylaws will be sent to the Commission in advance for review. Staff asked Commissioners to consider workshop topics for the meeting.

B. Upcoming Events:

- a. Springfest: April 12
- b. Citywide Garage Sale Weekend: April 24-26
- c. Shred & E-Recycle Day: May 3
- d. Curbside Cleanup: May 17

The Commission briefly discussed upcoming City events. No action was taken. Chairman Phillip Jordan inquired about holding an executive session to discuss the absence of Edgar Salazar. City Attorney Maria Schrock stated that discussion of a volunteer position is not an allowed topic for discussion in executive session.

IX. Adjournment

MOTION: Commissioner Matzek moved to adjourn. Chairman Jordan seconded the motion.
Motion carried 6-0.

Approved by the Bel Aire Planning Commission this 8 day of May, 2025.


Phillip Jordan, Chairman

City of Bel Aire, Kansas

STAFF REPORT

DATE: May 7, 2025

TO: Ted Henry, City Manager & Bel Aire Governing Body

FROM: Brian Hayes, Recreation Director

RE: April Activities

Recreation

- Blastball & Short Sports began their spring sessions with 30 participants. These programs for 3 & 4-year-olds run through early May.
- 169 players on 15 Indoor Soccer teams completed their season on 4/12.
- 112 players on 9 third thru eighth grade WHJBSL Bel Aire teams have begun games. This is the largest number of players and teams we have entered into this league. Games run thru early July.
- Taekwondo class participation was steady with 18 compared to 17 in March.
- Exercise classes continue to be steady with 23 participants.
- Tippi Toes Dance class continues with 8 participants.
- Soccer Stars (*formerly Happy Feet*) finished their spring session with 12 participants.
- April drop-in use had 587 sign-ins which is slightly up from 543 in March.
- The first session of Tumbling began with 9 participants. This collaboration with Wichita Gymnastics will continue this summer.
- The Tyler Tech hardware issues are still being worked around but patrons and staff continue learning the new system. We plan to use the same software at the pool if issues are resolved.
- The Baseball/Softball field turf damaged last year was overseeded again and has moderately germinated. Unfortunately, weeds are now out of control. Weeds will be treated after the new grass matures. Repair of the winterkilled Soccer Field turf is now being planned for May and June.
- Upcoming programs include T-Ball, Machine Pitch Baseball, and Summer Day Camp

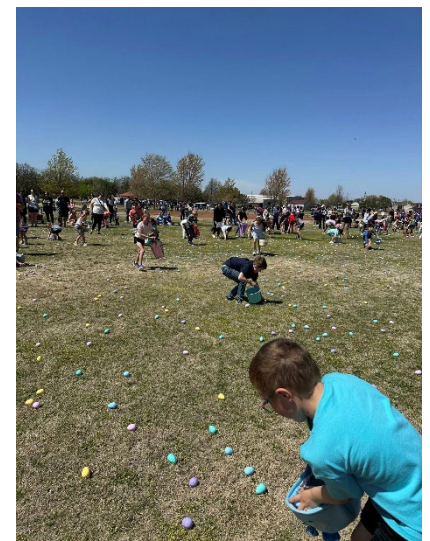
- 847 seniors signed in for cards, pickleball, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 919 in March.
- Programs included an outing to a wildlife exhibit, a presentation from KU Med, and Bingo. In all there were 16 ongoing programs, 3 special activities, and 5 educational sessions offered.
- Upcoming Senior activities include Enhance Fitness, an outing to the Great Plains Nature Center, a master Gardening presentation, as well as the many ongoing baseline programs, games, crafts, and communications.

Spring Festival

- The Spring Festival was a great way to kick off this year's community events! There were an estimated 2000 people that came to enjoy festivities at the Bel Aire Rec Center. Around 700 kids participated in the egg hunts, inflatables, games, kite flying, photo booth and pictures with the Bunny.

Other

- The Eagle Lake playground renovation has been completed and is now open.
- The Swimming Pool was uncovered and circulation began on April 25th. We were disappointed to discover more than usual concrete coping & tile cracking. A pool contractor is scheduled to assist with some of the necessary repairs. Additionally, the pool was not drained and cleaned as usual due to water conservation. Instead, heavy chemical treatment took place and vacuuming efforts will continue up until opening. Staff are scheduled to begin work & training after school is out in May.



MANAGER'S REPORT

DATE: May 20, 2025
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: May 15, 2025 Agenda



Consent Agenda (Item VII)

The Consent Agenda includes the Minutes of the May 6, 2025 City Council meeting, and three reappointments. City Code requires that the City Manager, City Attorney and Municipal Court Judge (Terry Beall) be formally reappointed each May.

Appropriations Ordinance (Item VII)

This appropriation ordinance encompasses 04/30/2025 through 05/15/2025 expenses and one payroll cycle. Expenditures amounted to \$1,761,973.55. Of the reported expenses, \$396,072.36 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances (Item VIII)

The Director of Public Works & Utilities for the City of Wichita, Gary Jantz, will speak about water reuse.

Resolution, 2025 Solid Waste Fee Increase (Item A)

The solid waste collection and recycling agreement with Waste Connections that was approved in 2016 and allows for Waste Connections to request a 2% fee increase annually. Included in your packet is a letter requesting such an increase, as well as the agreement. Council approved a 1.5% increase in 2017, nothing in 2018, 2019 or 2020, 1% in 2021, 2% in 2022, 2% in 2023, 2% in 2024. Herschel West with Waste Connections will be at the meeting to explain the need and answer any questions.

Change Order No. 3, Stratford & Perryton – 2025 Street Maintenance Program (Item B)

After milling the top 2" of Perryton between Woodlawn and just east of Stratford, several areas of soft spots were uncovered. Additionally, Stratford between Odessa and Perryton has developed soft spots, likely due to heavy traffic (school buses, trash trucks and construction traffic) traversing the milled section, indicating that there was not enough of an underlying base to support the traffic loading. The funds for this change order will be paid from the Street Improvement line item in the Streets Fund. The City had additional carryover funds from the 2024 streets program that were not utilized. Staff recommend that the City Council accept Change Order No. 3 for the full-depth replacement on Stratford, between Odessa and Perryton and the full-depth replacement of Perryton as shown on the attached map with the 2025 Street Maintenance Project in the amount of \$120,502.00.

Bid for 45th and Oliver Bridge Project (Item C)

The bridge located just south of 45th Street on Oliver has been rated as poor condition for several years and is needing replacement. The City received a Kansas Local Bridge Improvement Program (KLBIP) grant to remove and replace this bridge with a structure that is non-bridge length in 2024, requiring the project to be under contract for construction prior to August 29, 2025. Garver worked with City Staff to design the bridge replacement to coordinate with the upcoming improvements to the intersection at 45th and Oliver. Plans were sent to 8 contractors, but only two responded with bids for the work. The plans and specifications include a time frame of approximately four weeks (20 working days) and is intended to be completed prior to school starting. However, during the bidding process, the City has been informed that there may be issues with obtaining the box structures during this time frame. Specific dates for the work will not be scheduled until Dondlinger has delivery dates for the box structures from Wichita Concrete pipe. It should also be noted that this work will require the closure of Oliver during the construction work so it can be completed in the quickest possible timeframe. The funds for this project will be paid for in part from a Kansas Local Bridge Improvement Program Grant in the amount of \$180,000.00 and the remaining balance will come out of the stormwater fund, which currently has a cash balance of \$590,000. Staff recommends that the Council accept the bid from Dondlinger in the amount of \$362,037.20.

Bid for 53rd and Rock Road Culvert Replacement Project (Item D)

For several years, the City has been monitoring the culvert located north of 53rd on Rock Road. Over the past two years, a depression has been building on the south side of the culvert indicating that soil appears to be migrating through the box and it is a matter of time before something more catastrophic happens. Garver has been working on the replacement of this culvert, coming up with different ideas to be able to replace the culvert with a reasonable cost and timeframe. The City has had the box informally inspected by PEC on each occasion that they are in town formally inspecting our other bridges. While they won't give the bridge a condition rating, they now strongly encourage replacement due to the depression on the south side of the box. The plans include the work being completed by August 8, 2025 and allow for 10 working days once the work has started. This work will require a complete closure of Rock Road in the area of the work, but Lycee provides a convenient detour. The funds for this project will come from the stormwater fund. The stormwater fund currently has a cash balance of \$590,000. Staff recommends that the City Council accept the bid from Dondlinger in the amount of \$130,689.00.

Development Agreement for Tierra Verde South Addition PUD (Item E)

The Development Agreement outlines the responsibilities of the Developer and the City, before, during and after construction. Paula and Maria will be available to answer any questions.

Vacation Ordinance and Zoning Ordinance for Tierra Verde South (Item F-G)

At their April meeting, the Planning Commission considered two applications for the same property in Tierra Verde South Addition; one for vacation of a building setback, and one to

amend the zoning (PUD). Following public hearings on each application, the Planning Commission voted, in two separate actions, to Recommend approval of the Vacation and PUD with no conditions. Now the Recommendations come before Council for consideration. The May 20th City Council agenda packet includes the unapproved Minutes of the April Planning Commission meeting and a detailed staff report on both cases. Mayor Benage will lead the Council through the public hearing procedures. Community Development Director Paula Downs and City Attorney Maria Schrock will be present to answer questions.

Bid for the Bel Aire Lakes Paving and Drainage Project (Item H)

The Developer of Bel Aire Lakes is ready to move forward with the construction of the Paving Improvements to support the subdivision. Certified Engineering Design (CED) worked with the Developer to design the water and sanitary sewer improvements for Bel Aire Lakes. Bids were accepted on April 29th for the project. Four contractors responded to the solicitation. The Base Bid consists of asphalt paving and a pre-cast Reinforced Concrete Box Culvert (RCBC). Alternate A removes the pre-cast RCBC and substitutes a Cast-In Place RCBC. Alternate B is for concrete pavement. The low bid fell within the initial petition amount (\$2,150,000). The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. The total costs for concrete pavement is 8.35% higher than the costs for asphalt pavement from Pearson Construction, who was the low bidder for each option. The original petition amount for the paving and drainage improvements is \$2,150,000.00. Adjusting the petition amount for creep (calculated at the pro rata of 1 percent per month from and after October 17, 2023), the adjusted amount is \$2,597,435.00. The engineering design cost \$145,590.00. The construction staking costs \$58,236, leaving \$2,393,609.00 for construction, construction inspection and any change orders. Taking the low bid for asphalt leaves us a balance of \$708,143.65 for inspection and any change orders. Taking the low bid for concrete leaves us a balance of \$765,160.65. Staff have reached out to four firms for quotes on construction inspection services. Three of the four have declined to provide a quote due to lack of availability. Staff is working with the fourth firm, but the quote was not available at the time of publication. Staff recommends that the City Council accept the Base bid plus Alternate B from Pearson Construction, LLC in the amount of \$1,832,274.35.

BASE Grant Contract (Item I)

The City of Bel Aire was awarded BASE Grant funding for improvements to the Sunflower Commerce Park. The purpose of the amended grant award is to improve and enhance the reliability and service capabilities of critical infrastructure, supporting economic development efforts. Specifically, the City is in the process of expanding infrastructure service capabilities by constructing a Utilities and Public Works Facility within the Sunflower Commerce Park. This critical piece of infrastructure will house water and sewer materials and equipment, along with additional administrative space, and will incorporate enhanced cybersecurity measures. The next step is to attach this agreement to each of our three contracts with the Ownership Representative, Architect, and Contractor. Maria has reviewed the BASE grant contract.

Quote For Purchase Of Replacement UTV (Item J)

The Rec utility vehicle is a vital piece of equipment used by recreation staff. Uses include maintaining infields, fertilizer & herbicide application, water reel irrigation, ballfield set-up, hauling, towing, general transportation, and transporting handicapped and elderly spectators from the parking lot to the ballfields. The current Rec utility vehicle is not operable. It needs a starter belt, clutch adjustment, and an electrical issue repaired. This service is scheduled but may take some time to get it back from the shop. Staff had planned to trade or sell the current vehicle on Purple Wave later this year. After discussions with Public Works and the City Manager, we believe it is more feasible to repair and use the old one as a secondary vehicle for all departments and move forward with the budgeted replacement. Funds were budgeted in the 2025 budget for utility vehicle replacement. Staff researched possible replacements and received quotes. Staff recommend accepting the lowest quote from Kansas Golf and Turf for a new Cushman Hauler 1200x in the amount of \$9,570.75

Executive Session (Item XII)

Staff is not aware of a need for Executive Session at this time.