



AGENDA

CITY COUNCIL MEETING

7651 E. Central Park Ave, Bel Aire, KS

Video Available at belaireks.gov

July 06, 2021 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Jeff Elshoff _____ Dr. Joel Schroeder _____ Justin Smith _____
John Welch _____ Diane Wynn _____

III. OPENING PRAYER: Gary Green

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Minutes of the June 15, 2021 City Council meeting.

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

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 21-12 in the amount of \$3,018,999.50.

Action: Motion to (approve / table / deny) Appropriations Ordinance 21-12.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

IX. CITIZEN CONCERNS: *Public comment may be sent by email to the City Clerk at least 2 hours before a City Council meeting, received via US mail to City Hall on or before the day of a City Council meeting, or via other online platform provided on the City's website, explicitly for public comment during the meeting, or provided at the meeting. The City Clerk shall read comments for a period of time not to exceed 15 minutes during the Citizens Concerns segment of Council meetings. Persons speaking live at the meeting are limited to 3 minutes.*

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 Resolution Adopting the Kansas Homeland Security Region G Hazard Mitigation Plan.

Action: Motion to (accept / deny / table) a Resolution Adopting the Kansas Homeland Security Region G Hazard Mitigation Plan, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration of An Ordinance Changing The Zoning Classification From C-2 Commercial To R-4 Residential On Certain Property Located Within The Corporate City Limits Of The City Of Bel Aire, Kansas.

Action: Motion to (approve / deny / table) An Ordinance Changing The Zoning Classification From C-2 Commercial To R-4 Residential On Certain Property Located Within The Corporate City Limits Of The City Of Bel Aire, Kansas, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

Jim Benage ____ Jeff Elshoff ____ Dr. Joel Schroeder ____

Justin Smith ____ John Welch ____ Diane Wynn ____

C. Consideration of An Ordinance Changing The Zoning Classification From AG Agricultural To C-1 Neighborhood Commercial On Certain Property Located Within The Corporate City Limits Of The City Of Bel Aire, Kansas.

Action: Motion to (approve / deny / table) An Ordinance Changing the Zoning Classification from AG Agricultural to C-1 Neighborhood Commercial On Certain Property Located Within The Corporate City Limits Of The City Of Bel Aire, Kansas, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

Jim Benage ____ Jeff Elshoff ____ Dr. Joel Schroeder ____

Justin Smith ____ John Welch ____ Diane Wynn ____

D. Consideration of An Ordinance Authorizing and Approving the Sale of Certain Property by the City Of Bel Aire, Kansas Public Building Commission.

Action: Motion to (approve / deny / table) An Ordinance Authorizing and Approving the Sale of Certain Property by the City Of Bel Aire, Kansas Public Building Commission, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

Jeff Elshoff ____ Dr. Joel Schroeder ____

Justin Smith ____ John Welch ____ Diane Wynn ____

E. Consideration of Accepting Revised Petitions for Sanitary Sewer and Water Distribution Improvements to serve Chapel Landing And Chapel Landing 4th.

Action: Motion to (accept / deny / table) Revised Petitions for Sanitary Sewer and Water Distribution System Improvements (Chapel Landing And Chapel Landing 4th).

Motion _____ Second _____ Vote _____

F. Consideration of Accepting a Revised Petition for Water Distribution System Improvements for Skyview at Block49 Addition.

Action: Motion to (accept / deny / table) a Revised Petition for Water Distribution System Improvements (Skyview at Block49), and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

G. Consideration of A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer Improvements/Chapel Landing And Chapel Landing 4th Additions); And Amending, Restating And Repealing Resolution No. R-21-16.

Action: Motion to (approve / table / deny) A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer Improvements/Chapel Landing And Chapel Landing 4th Additions); And Amending, Restating And Repealing Resolution No. R-21-16, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

H. Consideration of A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Water Distribution Improvements/Chapel Landing And Chapel Landing 4th Additions); And Amending, Restating And Repealing Resolution No. R-21-18.

Action: Motion to (approve / table / deny) A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Water Distribution Improvements/Chapel Landing And Chapel Landing 4th Additions); And Amending, Restating And Repealing Resolution No. R-21-18, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

I. Consideration of A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Water Distribution System Improvements/Skyview At Block 49 - Phase 1); And Amending, Restating And Repealing Resolution No. R-21-07.

Action: Motion to (approve / table / deny) A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Water Distribution System Improvements/Skyview At Block 49 - Phase 1); And Amending, Restating And Repealing Resolution No. R-21-07, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

J. **Consideration of a bid for Sanitary Sewer and Water Distribution System Improvements in Chapel Landing 4th Addition. Five bids were received:**

Contractor	Water	Sewer	Total
APEX	\$57,956.00	\$84,606.00	\$142,562.00
McCullough	\$99,510.00	\$135,765.00	\$235,275.00
Mies	\$85,793.00	\$99,207.00	\$185,000.00
Nowak	\$60,890.00	\$108,248.00	\$169,138.00
UMC	\$94,590.00	\$73,922.00	\$168,512.00
<i>Engineer's Estimate</i>	<i>\$43,970.00</i>	<i>\$60,325.00</i>	<i>\$104,295.00</i>

Action: Motion to (accept / deny / table) the bid from _____ at a cost not to exceed \$_____, for Sanitary Sewer and Water Distribution System Improvements (Chapel Landing 4th Addition) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

K. **Consideration of Accepting a Bid for Phase 1 Water Distribution System Improvements for Skyview at Block49 Addition. Four bids were received:**

Contractor	Water
APEX	\$239,311.00
McCullough	\$330,675.00
Mies	\$235,159.00
Nowak	\$249,616.00
<i>Engineer's Estimate</i>	<i>\$172,326.00</i>

Action: Motion to (accept / deny / table) the bid from _____ at a cost not to exceed \$_____, for Phase 1 Water Distribution System Improvements (Skyview at Block49 Addition), and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

L. Consideration of Accepting a Bid for Sanitary Sewer and Water Distribution System Improvements for The Villas at Prestwick, Phase 2. Six bids were received:

Contractor	Sewer	Water	Total
APEX	\$244,570.00	\$89,230.00	\$333,800.00
Dondlinger	\$223,277.50	\$91,840.00	\$315,117.50
Dutton	\$149,370.00*	\$65,440.00	\$214,810.00
McCullough	\$258,765.00	\$124,140.00	\$382,905.00
Mies	\$335,085.00	\$159,915.00	\$495,000.00
Nowak	\$234,576.00	\$84,671.00	\$319,247.00
<i>Engineer's Estimate</i>	<i>\$170,390.00</i>	<i>\$103,795.00</i>	<i>\$274,185.00</i>

Action: Motion to accept the bid from _____ at a cost not to exceed \$ _____ for Sanitary Sewer and Water Distribution System Improvements (The Villas at Prestwick, Phase 2), and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

M. Consideration of Approving a Bid for Arterial Street Repair on Certain Streets. Three bids were solicited and two bids were received:

	PPJ	Kansas Paving
Thermal Crack, Oliver 37th to 45th	\$70,750.00	\$49,680.00
Thermal Crack, Oliver 45th to 53rd	\$76,990.00	\$53,620.00
Thermal Crack, Woodlawn 45th to 53rd	\$54,006.00	\$54,870.00
Thermal Crack, 45th Woodlawn to Rock	\$32,580.00	\$80,240.00
Rock Road Patch Work	\$15,300.00	\$28,300.00
53rd Street Patch Work	\$37,480.00	\$46,310.00
Total:	\$287,106.00	\$313,020.00

Action: Motion to accept the bid from _____ at a cost not to exceed \$ _____ for Arterial Street Repair, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

N. Consideration of Approving Change Order No. 02 for the Woodlawn – 37th to 45th Utility Relocation Project.

Action: Motion to (approve / deny / table) Change Order Number 2 for the Woodlawn – 37th to 45th Utility Relocation Project, and authorize the mayor to sign.

Motion _____ Second _____ Vote _____

O. Consideration of a bid for cleaning and installation of a protective liner in the wet well of the Rock Road sanitary sewer lift station. Two bids were received:

<u>Contractor</u>	<u>Total Bid</u>
UMC	\$27,480.00
Mayer	\$26,480.00
<i>Preliminary Opinion of Cost</i>	<i>\$25,000.00</i>

Action: Motion to accept the bid from _____ at a cost not to exceed \$ _____, for cleaning and installation of a protective liner in the wet well of the Rock Road sanitary sewer lift station, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

P. Consideration of a bid for cured-in-place pipe lining for sewer lines in Pearson's Addition. Two bids were received:

<u>Contractor</u>	<u>Total Bid</u>	<u>Protruding Tap Removal</u>
UMC	\$294,453.75	\$250.00
Insituform	\$286,551.50	\$220.00
Municipal Pipe Service	No Bid	
<i>Preliminary Opinion of Cost</i>	<i>\$320,000</i>	

Action: Motion to (accept/ deny/ table) the bid from _____ at a cost not to exceed \$ _____ for cured-in-place pipe lining for sewer lines in Pearson's Addition, and authorize the Mayor to sign.

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. Manager's Report - July 7, 2021

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. Channel 7 rebroadcasts of this meeting are scheduled daily or can be streamed 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
Video Available at belaireks.gov
June 15, 2021 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 Jeff Elshoff, Dr. Joel Schroeder, Justin Smith, John Welch, and Diane Wynn.

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Mark Posson 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 1, 2021 City Council meeting.

MOTION: Councilmember Smith moved to approve the Consent Agenda as listed and authorize the Mayor to sign. Councilmember Schroeder seconded the motion. ***Motion carried 4-0*** with Councilmember Welch abstaining from the vote.

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 21-11 in the amount of \$391,500.47

MOTION: Councilmember Elshoff moved to approve Appropriations Ordinance 21-11. Councilmember Schroeder seconded the motion. ***Motion carried 5-0.***

VIII. CITY REQUESTED APPEARANCES - None

IX. CITIZEN CONCERNS: No one requested to speak.

X. REPORTS

A. Council Member Reports

Councilmember Welch responded to statements made by a citizen at the last meeting on June 1st. Councilmember Welch stated it is not true that nothing has been done in the Aurora Park neighborhood. New rock has been spread on the streets and he has heard it has lowered the dust. Regarding the discussion of trash and recycling, for him recycling pickup is much more important, because he usually has more recyclables than trash. In other news, Battin Street reconstruction is moving forward with curbs in place now.

Councilmember Smith reported that the slurry seal project is moving forward in the Westlake neighborhood. He stated that some citizens raised concerns that they did not receive the flyer informing them about when work would start. There were also communication problems about appropriate parking and trash service. He has spoken with City Manager Lasher and a plan is in place for better communication in the future. Also, he is interested in investigating alternatives to slurry-seal for future projects.

B. Mayor's Report

On June 2nd, Mayor Benage witnessed Wichita Police patrol cars responding to a call in Bel Aire. He later learned that Chief Atteberry had called for backup after apprehending a stolen car suspect. The suspect had fled from Butler County. Chief Atteberry was assisted by several Wichita police officers who provided backup. Mayor Benage noted that this incident was an example of how law enforcement partnerships help everyone.

On June 4th, he attended the K-254 Corridor Association meeting where they received presentations by the Kansas Department of Commerce and the Wichita Area Chamber of Commerce.

On June 7th, he witnessed a member of a construction crew running through a stop sign at 45th and Woodlawn. He spoke to the City Manager to remind construction crews to respect stop signs. He reminded citizens to come to a full and complete stop at stop signs.

On June 8th, he attended the Wichita Area Metropolitan Planning Organization (WAMPO) meeting.

Regarding COVID-19, the Kansas Department of Health and Environment (KDHE) reports about 43.1 percent of Kansans have received at least one dose of a vaccine, an increase of one percent from two weeks ago. Sedgwick County reports a run of four months of almost flat rates of COVID-19 positive test results, between 2.3 and 5.2 percent.

C. City Attorney Report

City Attorney Kelly reported on fencing requirements. Residents who use fences to contain their pets are required to make sure that their pet cannot escape the fence. Also, if other animals are able to enter the fence, there may be liability to the homeowner if the animal is injured.

Regarding Council meetings, minutes are the official record of the meeting. Video is also provided through the cable channel, City website and YouTube.

D. City Manager Report

Regarding July 4th, City Manager Lasher reminded residents that fireworks may only be detonated on July 4th until 11:00 p.m. City offices will be closed for the holiday on July 5th.

Regarding Emergency Medical Service (EMS) coverage of Bel Aire, City Manager Lasher spoke with Sedgwick County EMS about some concerns raised by a citizen at the last Council meeting. Station 12 at Hillside and K-96 is the first response station for this area. The station is staffed full time, with a minimum of one ambulance there; sometimes there are two ambulances at the station.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of An Ordinance Authorizing And Providing For The Issuance Of General Obligation Refunding Bonds, Series 2021A, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax For The Purpose Of Paying The Principal Of And Interest On Said Bonds As They Become Due; Authorizing Certain Other Documents And Actions In Connection Therewith; And Making Certain Covenants With Respect Thereto.

Kevin Cowan with Gilmore and Bell, Bond Counsel for the City, stood for questions from Council regarding agenda items XI A and B.

MOTION: Councilmember Welch moved to approve An Ordinance Authorizing And Providing For The Issuance Of General Obligation Refunding Bonds, Series 2021A, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax For The Purpose Of Paying The Principal Of And Interest On Said Bonds As They Become Due; Authorizing Certain Other Documents And Actions In Connection Therewith; And Making Certain Covenants With Respect Thereto, and authorize the Mayor to sign. Councilmember Smith seconded the motion.

Rollcall Vote:

Jeff Elshoff - Aye

Dr. Joel Schroeder - Aye

Justin Smith - Aye

John Welch - Aye

Diane Wynn - Aye

Motion carried 5-0.

B. Consideration of A Resolution Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Refunding Bonds, Series 2021A, Of The City Of Bel Aire, Kansas, Previously Authorized By Ordinance No. [____] Of The Issuer; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith.

MOTION: Councilmember Smith moved to approve A Resolution Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Refunding Bonds, Series 2021A, Of The City Of Bel

Aire, Kansas, Previously Authorized By Ordinance No. 670 Of The Issuer; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith, and authorize the Mayor to sign. Councilmember Schroeder seconded the motion. ***Motion carried 5-0.***

C. A Resolution Authorizing And Directing The Issuance, Sale And Delivery Of \$9,910,000* In The Aggregate Principal Amount Of General Obligation Temporary Notes, Series 2021B, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax, If Necessary, For The Purpose Of Paying The Principal Of And Interest On Said Notes As They Become Due; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith.

Kevin Cowan with Gilmore and Bell, Bond Counsel for the City, stood for questions from Council. Mr. Cowan stated that the Series 2021B Temporary Notes came to an Aggregate Principal Amount Of \$9,850,000.00.

MOTION: Councilmember Welch moved to approve A Resolution Authorizing And Directing The Issuance, Sale And Delivery Of \$9,850,000.00 In The Aggregate Principal Amount Of General Obligation Temporary Notes, Series 2021B, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax, If Necessary, For The Purpose Of Paying The Principal Of And Interest On Said Notes As They Become Due; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith, and authorize the Mayor to sign. Councilmember Wynn seconded the motion. ***Motion carried 5-0.***

D. Consideration of Contract Amendment No. 01 to the Agreement for Professional Services from Garver for Utility Relocations –Woodlawn, 37th To 45th.

City Engineer Anne Stephens stood for questions from Council.

MOTION: Councilmember Smith moved to accept Contract Amendment No. 01 To the Agreement For Professional Services from Garver in the amount of \$29,073.00 for Utility Relocations –Woodlawn, 37th To 45th, and authorize the Mayor to sign. Councilmember Wynn seconded the motion. ***Motion carried 5-0.***

E. Consideration of approving the City of Bel Aire 2021 Personnel Policy Manual

MOTION: Councilmember Schroeder moved to approve the City of Bel Aire 2021 Personnel Policy Manual as presented. Councilmember Elshoff 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 about preliminary contract negotiations**, pursuant to the KSA 75-4319 exception for: Attorney Client Privilege. Invite the City Manager and the City Attorney. The meeting will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 8:15 p.m. Councilmember Smith seconded the motion. ***Motion carried 5-0.***

The council then went into executive session. At 8:15 p.m. the Council returned to open session. Mayor Benage stated no binding action was taken.

MOTION: Councilmember Schroeder moved to extend the executive session for 15 minutes and the open meeting will resume at 8:35 p.m. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

The council then returned to executive session. At 8:35 p.m. the Council returned to open session. Mayor Benage stated no binding action was taken.

XIII. DISCUSSION AND FUTURE ISSUES – No other issues were discussed.

XIV. ADJOURNMENT

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

AP ORD 21-12

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ATTENTION TO DETAILS, LLC	REC:TREE REMOVAL		950.00	66715	6/24/21
ADOBE SYSTEMS, INC	ADOBE:PD		16.11	1278720	6/23/21
AFLAC	EMPLOYEE MONTHLY PREMIUM		749.96	1278721	6/14/21
ALLIANZ TRAVEL INS	TRAVEL INS:ATTEBERRY ORL		94.38	1278720	6/23/21
AMAZON CAPITAL SERVICES, INC	AMAZON INVOICES		383.50	1278723	6/29/21
AMERICAN AIRLINES	ATTEBERRY:FLORIDA FBI-NAA		1,208.81	1278720	6/23/21
AMERICAN MUNICIPAL SERVICES	COURT COLLECTIONS		12.41	66680	6/16/21
STRUNK PUBLISHING, LLC	BREEZE AD;LEGAL PUBLICATIONS		672.80	66681	6/16/21
ASCENSION VIA CHRISTI REHAB HO	PRE-EMPLY SCREENING:LIFEGUARDS		400.00	66716	6/24/21
AT&T CORP	POOL TELEPHONE		111.73	66682	6/16/21
AT&T	INTERNET BACKUP		105.00	1278722	6/15/21
ATLAS ELECTRIC LLC	COUNCIL CHAMBER REMODEL-ELECTI		9,205.35	66717	6/24/21
AXON ENTERPRISES, INC	TASER HOLSTER X4		294.68	1278720	6/23/21
BANK OF NEW YORK MELLON TRUST	06/21 WATER DEBT SVC	60,113.32		1278724	6/15/21
BANK OF NEW YORK MELLON TRUST	06/21 WASTEWATER DEBT SVC	47,176.32		1278725	6/15/21
BANK OF NEW YORK MELLON TRUST	541071:06/21 O&M WATER	29,681.24		1278726	6/15/21
BANK OF NEW YORK MELLON TRUST	541071:06/21 O&M WASTEWATER	55,915.43	192,886.31	1278727	6/15/21
BARDAVON HEALTH INNOVATIONS LL	PRE-EMPLOYMENT SCREENING		110.00	66683	6/16/21
BAUDVILLE INC.	EMPLOYEE BADGES SUPPLIES		105.70	1278720	6/23/21
BEALL & MITCHELL, LLC	06/21 JUDGE TERRY BEALL		971.29	66718	6/24/21
JAMES BENAGE	06/21 MAYOR SALARY		686.92	66719	6/24/21
BENJAMIN MAINWRING	2020 TAX YR INCENTIVE REBATE		380.47	66740	6/24/21
BEST BUY 00000513	PHONE/SMART WATCH:J KELLY		1,629.98	1278720	6/23/21
BETHANY MURRAY	2020 TAX YR INCENTIVE REBATE		336.23	66741	6/24/21
BETTY MAXWELL	2020 TAX YR INCENTIVE REBATE		406.80	66742	6/24/21
BLUE CROSS & BLUE SHIELD OF KS	07/21 ID:0421210		44,705.94	1278728	6/22/21
BRADY INDUSTRIES OF KS	PW:BREAK ROOM SUPPLIES		26.58	66720	6/24/21
BRANDON KASEL	2020 TAX YR INCENTIVE REBATE		792.65	66743	6/24/21
BRIAN SCHROEDER	2020 TAX YR INCENTIVE REBATE		739.14	66744	6/24/21
LIFELINE TRAINING, LTD	FEMALE ENFORCER TRAIN:CRICE		359.00	66684	6/16/21
CANVA	SOCIAL MEDIA TOOL		19.98	1278720	6/23/21
CARTRIDGE WORLD	POOL:TONER		59.99	1278720	6/23/21
CASEYS GEN STORE 1810	VOLUNTEER MEAL		55.85	1278720	6/23/21
CHARLES MYERS	2020 TAX YR INCENTIVE REBATE		918.00	66745	6/24/21
CHISHOLM CREEK UTILITY AUTH.	06/21 CUA CONTINGENCY		5,820.00	66685	6/16/21
CHISHOLM TRAIL STATE BANK	REDEPOSIT FEE FOR 3RD PTY CK		7.50	1278729	6/09/21
CHRISTINE HAMMAN	2020 TAX YR INCENTIVE REBATE		847.69	66746	6/24/21
CITY PRINT INC	COURT ENVELOPES X1500		348.00	66686	6/16/21
COUNTRYSIDE LAWN & TREE CARE	SUMMER APPLICATION		131.25	66721	6/24/21
CURTIS TURNER	2020 TAX YR INCENTIVE REBATE		339.55	66747	6/24/21
D & J SPORTS	LIFEGUARD UNIFORMS		579.95	1278720	6/23/21
DALEY FREDERKING	2020 TAX YR INCENTIVE REBATE		301.82	66748	6/24/21
DANA CARR	2020 TAX YR INCENTIVE REBATE		411.28	66749	6/24/21
DANA MCEL RATH	2020 TAX YR INCENTIVE REBATE		1,104.18	66750	6/24/21
DAVID KIEHL	2020 TAX YR INCENTIVE REBATE		427.68	66751	6/24/21
DELTA DENTAL PLAN of KANSAS	06/21 MONTHLY PREMIUM		2,272.82	66687	6/16/21
DESIREE TAYLER	REFUND:MACHINE PITCH		58.00	66688	6/16/21
DIGITAL OFFICE SYSTEMS	KONICA MINOLTA C224:OVERAGE		186.79	66689	6/16/21
DOLLAR GENERAL #21238	EMPLOYEE RECOGNITION		23.00	1278720	6/23/21
DONDLINGER & SONS CONSTRUCTION	WOODLWAN UTILITY RELOCATE		110,660.40	66722	6/24/21
EDGAR SALAZAR	2020 TAX YR INCENTIVE REBATE		364.36	66752	6/24/21
ELITE LANDSCAPING	COMPLIANCE MOWING		225.00	66723	6/24/21
EMPOWER RETIREMENT 457	EMP VLNTRY 457	250.00		1278623	6/09/21

CLAIMS REPORT

Vendor Checks: 6/09/2021- 6/30/2021

Payroll Checks:

Section VII, Item A.

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
EMPOWER RETIREMENT 457	EMP VLNTRY 457	250.00	500.00	1278659	6/23/21
EVERGREEN RECYCLE	BRUSH DISPOSAL		447.86	66724	6/24/21
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING		7,295.21	1278640	6/14/21
EWING	PVC DRAIN PIPE	149.10		66690	6/16/21
EWING	REC:SPRINKLER SUPPLIES	57.03	206.13	1278720	6/23/21
FERRELLGAS	PROPANE		15.28	66691	6/16/21
FICA/FEDERAL W/H	FED/FICA TAX	21,525.07		1278619	6/09/21
FICA/FEDERAL W/H	FED/FICA TAX	19,845.62	41,370.69	1278655	6/23/21
BRIDGESTONE AMERICAS, INC	#35 OIL CHANGE		96.26	66692	6/16/21
FRANK COTTER	2020-2021 TAX YR INCENT REBATE		719.74	66753	6/24/21
FREMAR CORPORATION	154.97 TN GRAVEL		3,037.43	66693	6/16/21
GAIL COLLINS	2020 TAX YR INCENTIVE REBATE		371.31	66754	6/24/21
GARVER	JUNE PRJT ENGINEERING INVOICES		92,024.05	66726	6/24/21
GLENDA DUNCAN	2020 TAX YR INCENTIVE REBATE		606.73	66755	6/24/21
INT'L ASSOC CHIEFS OF POLICE	ATTEBERRY:IACP CONF 2021		425.00	1278720	6/23/21
THE IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN JUL #11		833.00	1278730	6/28/21
INDEED	JOB ADS		310.42	1278720	6/23/21
INTERSTATE BATTERY	BATTERY 53RD LIFT STATION		207.50	66727	6/24/21
JACOB KLEIN	2020 TAX YR INCENTIVE REBATE		370.04	66756	6/24/21
JANET CRESICK JOST REV TRUST	2020 TAX YR INCENTIVE REBATE		402.35	66757	6/24/21
JUSTIN WHITE	2020 TAX YR INCENTIVE REBATE		703.43	66758	6/24/21
KALEM HOFFMAN	2020 TAX YR INCENTIVE REBATE		1,787.73	66759	6/24/21
KANSAS ONE-CALL SYSTEM, INC.	LOCATE FEES:341 FOR 05/21		409.20	66694	6/16/21
CONSPEC INC	ROCK SPR 7:PAVING & DRAINAGE		204,411.55	66728	6/24/21
KANSAS RURAL WATER ASSOCIATION	TRENCHING TRAINING:GOLDSMITH		90.00	66695	6/16/21
KTA - TRANSA TEMP - RET	TOLLS		11.10	1278720	6/23/21
KANZA CO-OPERATIVE ASSOCIATION	UNLEADED FUEL		1,232.58	66729	6/24/21
KATHLEEN CALDWELL	2020 TAX YR INCENTIVE REBATE		517.59	66760	6/24/21
KAY REED	2020 TAX YR INCENTIVE REBATE		507.92	66761	6/24/21
KEVIN HOPKINS	2020 TAX YR INCENTIVE REBATE		434.82	66762	6/24/21
KEVIN LOSS	2020 TAX YR INCENTIVE REBATE		522.20	66763	6/24/21
KANSAS ARBORISTS ASSOCIATION	KAA SUMMER FIELD DAY		55.00	1278720	6/23/21
OFFICE OF THE ATTORNEY GENERAL	PBC 2021A COI		420.00	66696	6/16/21
KANSAS DEPT OF REVENUE	STATE WITHHOLDING TAX	3,592.28		1278622	6/09/21
KANSAS DEPT OF REVENUE	STATE WITHHOLDING TAX	3,260.98	6,853.26	1278658	6/23/21
KANSAS DEPT OF REVENUE	05/21 SALES TAX		775.06	1278735	6/22/21
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		94.95	1278731	6/10/21
KANSAS GAS SERVICE	GAS SVC:PUMPHOUSE		37.84	1278732	6/10/21
KANSAS GAS SERVICE	GAS SVC:CH		112.35	1278734	6/10/21
KANSAS GAS SERVICE	GAS SVC:POOL		36.18	1278733	6/10/21
K P E R S	KPERS 2	13,453.37		1278621	6/09/21
K P E R S	KPERS 2	12,506.31	25,959.68	1278657	6/23/21
THE UNIVERSITY OF KANSAS	LEADERSHIP DEV:FOXX		35.00	66697	6/16/21
LOGMEIN USA, INC	REMOTE SOFTWARE:LEIKER		88.00	1278720	6/23/21
LORA BRY	2020 TAX YR INCENTIVE REBATE		488.07	66764	6/24/21
LYNN PARKER	2020 TAX YR INCENTIVE REBATE		1,184.50	66765	6/24/21
MARCIA STUMPE	2020 TAX YR INCENTIVE REBATE		454.10	66766	6/24/21
MARIAM NJOKU	2020 TAX YR INCENTIVE REBATE		1,085.48	66767	6/24/21
MARLENE LEPPKE	2020 TAX YR INCENTIVE REBATE		506.72	66768	6/24/21
MARY MAHURIN	2020 TAX YR INCENTIVE REBATE		721.38	66769	6/24/21
MAXIMUM OUTDOOR EQUIPMENT/SVC	REC MOWER PARTS		37.17	66730	6/24/21
CRAIG A MCCOSKEY	CONTRACT MOWING		300.00	66698	6/16/21
MICHELLE MASSEY	REFUND:COMM ROOM DEPOSIT		150.00	66699	6/16/21

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
MIKE JOHNSON SALES, INC.	ADMIN ENVELOPES x5000		450.33	66700	6/16/21
MOHAMMED BHUIYAN	2020 TAX YR INCENTIVE REBATE		285.83	66770	6/24/21
MONICA OKON	2020 TAX YR INCENTIVE REBATE		452.36	66771	6/24/21
MOORE WATER TREATMENT	05/21 WATER SERVICE		27.50	66701	6/16/21
MURPHY TRACTOR & EQUIPMENT	JD BACKHOE PARTS		541.06	66731	6/24/21
NATIONAL BUSINESS INST.	KS HR LAW SEMINAR:TERHUNE		349.00	1278720	6/23/21
NATIONAL SIGN COMPANY, INC.	SIGNS, MATERIALS/SUPPLIES		490.71	66702	6/16/21
NOWAK CONSTRUCTION CO INC.	CHAPEL 3RD:PH 1-2 SEW,WAT,STOR		40,103.75	66732	6/24/21
OFFICE MAX	PRINT JOB:CODE BOOKLETS		273.50	1278720	6/23/21
P P & J CONSTRUCTION INC	REP:CURB/GUTTER 4223 EAGLELAKE		6,175.00	66733	6/24/21
PANERA BREAD #2701	MEETING EXP:KELLY		30.45	1278720	6/23/21
PATRICIA BRASTED	2020 TAX YR INCENTIVE REBATE		526.97	66772	6/24/21
PATRICIA LANCASTER	2020 TAX YR INCENTIVE REBATE		478.31	66773	6/24/21
PATRICK CLOUGH	2020 TAX YR INCENTIVE REBATE		354.56	66774	6/24/21
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	51.00		66734	6/24/21
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	31.90		1278741	6/11/21
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	1,216.77		1278742	6/18/21
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	549.45	1,849.12	1278743	6/25/21
PHILIP MARTIN	2020 TAX YR INCENTIVE REBATE		402.59	66775	6/24/21
PITNEY BOWES GLOBAL FINANCIAL	L/P POSTAGE METER:QTR #2 2021		261.45	1278736	6/10/21
PITNEY BOWES GLOBAL FINANCIAL	MONTHLY POSTAGE		500.00	1278737	6/11/21
PIAS-EAST, LLC	GAME BALLS		239.96	1278720	6/23/21
POSTMASTER	POSTAGE:06/21 UTILITY BILLS		788.44	66709	6/17/21
PUBLIC WORKS & UTILITIES	11,708,250 GAL:04/29-05/27/21		49,408.24	1278738	6/15/21
QT 322 03003225	FUEL:PZ TRUCK		54.35	1278720	6/23/21
RANDY TENNANT	2020 TAX YR INCENTIVE REBATE		364.83	66776	6/24/21
RESTREAM, INC.	LIVE STREAM SERVICE		15.20	1278720	6/23/21
ROBERT SAATHOFF	COURT RESTITUTION		1,015.34	66735	6/24/21
RODNEY D LOWE	2020 TAX YR INCENTIVE REBATE		439.97	66777	6/24/21
RON GABBERT	2020 TAX YR INCENTIVE REBATE		337.02	66778	6/24/21
RON ZERBE	2020 TAX YR INCENTIVE REBATE		488.70	66779	6/24/21
ROOTX	ROOT KILLER:SEWER		355.75	1278720	6/23/21
SAMSLUB #6418	PD WATER DISPENSER		781.69	1278720	6/23/21
SECURITY BANK OF KANSAS CITY	EQUITY CONTRIBUTION-PBC 2021		1,929,000.00	1278739	6/09/21
SEDGWICK CO DEPT OF FINANCE	05/21 PRISONER HOUSING FEES		1,022.20	66703	6/16/21
RASHELL D LASHBROOK	JUL JANITORIAL SVC:CH		2,824.60	66704	6/16/21
JR SIMPLOT COMPANY	REC;HERBACIDE		68.50	66705	6/16/21
SOUTH CENTRAL SEALING LLC	ASPHALT PROJ #022021		51,318.40	66706	6/16/21
SPROUT SOCIAL	SOCIAL MEDIA TOOL		50.15	1278720	6/23/21
SQUARESPACE INC.	BETTERONEDGE WEB SUBSCRIPTION		144.00	1278720	6/23/21
SUMNER GROUP INC	KYOCERA TA-3553CI LEASE		190.16	66736	6/24/21
LEATHAM FAMILY, LLC	PD:NAMEPLATES		100.00	66707	6/16/21
THE HOME DEPOT 2204	PW SHOP SUPPLIES		417.61	1278720	6/23/21
THOMAS F PATTEN	2020 TAX YR INCENTIVE REBATE		638.96	66780	6/24/21
TJM PROMOS	100 CITY CHALLENGE COINS		1,092.50	1278720	6/23/21
TREE TOP NURSERY & LANDSCAPE	CONTRACT MOWING		3,466.06	66708	6/16/21
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEE		1,928.24	1278740	6/09/21
USMAN JAVAID	2020 TAX YR INCENTIVE REBATE		1,107.60	66781	6/24/21
USPS PO 1946750085	MAIL WATER SAMPLES		27.95	1278720	6/23/21
ICMA RETIREMENT 304804	CITY MGR 457	986.53		1278620	6/09/21
ICMA RETIREMENT 304804	CITY MGR 457	986.53	1,973.06	1278656	6/23/21
VERIZON	CELL PHONE SVC		1,129.20	1278746	6/22/21
VERIZON	TABLET/S:SVC		325.54	1278744	6/22/21

CLAIMS REPORT

Vendor Checks: 6/09/2021- 6/30/2021

Payroll Checks:

Section VII, Item A.

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
VERIZON	TABLET/S:SVC		91.32	1278745	6/22/21
VICKIE MUNRO	2020 TAX YR INCENTIVE REBATE		1,148.92	66782	6/24/21
VISION ALLIANCE MARKETING, LLC	06/21 COURT SERVICES OFFICER		400.00	66737	6/24/21
WAL-MART #1507	COUNCIL SNACKS/DRINKS		50.33	1278720	6/23/21
WAXENE PRODUCTS CO INC.	REC:LINE MARKER		94.20	66738	6/24/21
WEX BANK	FUEL		2,100.74	1278747	6/28/21
WICHITA EAGLE	MONTHLY SUBSCRIPTION		15.99	1278720	6/23/21
WILHELMINNE GAROLLA	2020 TAX YR INCENTIVE REBATE		424.55	66783	6/24/21
WILLIAM COOK	2020 TAX YR INCENTIVE REBATE		573.20	66784	6/24/21
LAFE T WILLIAMS & ASSOCIATES,	JANITORIAL SUPPLIES		100.53	66739	6/24/21
ZIPS CAR WASH	CAR WASH		160.00	1278720	6/23/21
Accounts Payable Total			2,892,593.18		

Payroll Checks

01	GENERAL	49,480.54
02	WATER UTILITY	6,264.98
03	SEWER UTILITY	6,694.06
04	SPECIAL STREET & HIWAY	1,214.26
Total Paid On: 6/09/21		63,653.84
01	GENERAL	48,272.71
02	WATER UTILITY	6,037.42
03	SEWER UTILITY	7,228.09
04	SPECIAL STREET & HIWAY	1,214.26
Total Paid On: 6/23/21		62,752.48
Total Payroll Paid		126,406.32
Report Total		3,018,999.50

[Handwritten Signature]
6.30.21

THE CITY OF BEL AIRE, KANSAS

RESOLUTION NO. R-21-__

**A RESOLUTION ADOPTING THE KANSAS HOMELAND
SECURITY REGION G HAZARD MITIGATION PLAN**

Whereas, the City of Bela Aire recognizes the threat that natural hazards pose to people and property within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

Whereas, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

Whereas, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

Whereas, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

Whereas, the City of Bel Aire fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

Whereas, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region G Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

Whereas, the The City of Bel Aire desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region G Hazard Mitigation Plan; and

Whereas, adoption by the governing body for the City of Bel Aire demonstrates the jurisdictions' commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

Whereas, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

Now, therefore, be it resolved, that the City of Bel Aire adopts the Kansas Homeland Security Region G Hazard Mitigation Plan as an official plan; and

Be it further resolved, the City of Bel Aire will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan's final approval.

Jim Benage, Mayor

Attest:

Melissa Krehbiel, City Clerk

City of Bel Aire, Kansas

STAFF REPORT

DATE: June 28, 2021

TO: Governing Body, City Manager

FROM: Planning Commission

RE: June Planning Commission Meeting Report



CON-20-01Rezone 10.2 acres of unplatted C-2 Commercial to R-4 Residential.

Planning Commission reviewed 53rd & Oliver, LLC's request to rezone property located in the southwest corner of 53rd and Woodlawn in accordance with Article 5 of the City of Bel Aire Zoning Regulations. Planning Commission studied the material provided by the applicant, including a preliminary layout, and other evidence presented by representative for the applicant. The Commission conducted a public hearing in relation to the application where interested parties and citizens were given the opportunity to be heard. No interested parties, other than the agent for the applicant showed up to speak either for or against the proposed rezoning. Following the public hearing Planning Commission considered the evidence and discussed the following factors based on the Criteria for Review established in section 5.02 (D) of the Zoning Regulation. A significant amount of discussion circled around factors commonly known as the Golden Factors, below are notes of *some* of the Golden Factors discussion:

The character of the neighborhood

- This type of development is typically seen around schools – less intensive development working toward more intensive development closer to schools.

Detrimentially effect nearby properties

- In reviewing the previous public hearing on this zone change, two members of the public were present and we received one written concern regarding this project. The primary concerns were increased traffic and drainage. The Commissioners understood the concerns regarding increased traffic and indicated that C-2 generally has less traffic than R-4, however, it was also noted that the additional traffic may accelerate the City addressing the condition of 53rd Street. The agent for the applicant spoke with one of the citizens, and there were no further issues regarding the development. The agent tried to get in touch with the citizen concerned about the drainage, but was never able to get in touch with them. The agent did speak with the landscape architect and reviewed the drainage plan for the Chapel Landing development. It was mentioned that the water never overtops the road in this area, and no changes are being proposed to the existing cross-road drainage structures. During the platting process, drainage will be looked at to ensure that the post-development runoff will not exceed the pre-development runoff in accordance with City regulations.

Neighbors

- The three neighbors mentioned earlier who had submitted comments in various forms were not present at this hearing, to which the Commission concluded that their concerns must have been addressed by the Developer or their agent.

Having thoroughly reviewed the issue Planning Commission voted (by passing a 4-1 motion) to **recommend rezoning the property from C-2 Commercial to R-4 Residential** to Council.

CON-21-02 Rezone 37.46 acres of unplatted AG Agricultural to C-1 Neighborhood Commercial.

Planning Commission reviewed the City of Bel Aire Kansas Land Bank's request to rezone property located northwest of Webb Rd and 49th St N in accordance with Article 5 of the City of Bel Aire Zoning Regulations. Planning Commission studied the material provided by the applicant, including a general location map and other evidence presented by representative for the applicant. The Commission conducted a public hearing in relation to the application where interested parties and citizens were given the opportunity to be heard. No interested parties, other than the agent for the applicant showed up to speak either for or against the proposed rezoning. Following the public hearing Planning Commission considered the evidence and discussed the following factors based on the Criteria for Review established in section 5.02 (D) of the Zoning Regulation. A significant amount of discussion circled around factors commonly known as the Golden Factors, below are notes of *some* of the Golden Factors discussion:

The character of the neighborhood

- At this point, the surrounding ground is agricultural, with the exception of Tierra Verde to the south and Skyview at Block 49 to the west. When questioned about the connection between Skyview at Block 49 and the subject parcel, the Agent mentioned that they have no specific plans for the parcel at this point, or for the east half of Skyview at Block 49, but would plan on heavily landscaping the adjoining subdivision line.

Conformance with Master Plan

- This location is shown as neighborhood commercial in the Master Growth Plan.

Detrimentially effect nearby properties

- The Planning Commission discussed the drainage of the existing property and how surrounding properties might be affected. The Agent for the Applicant mentioned that the drainage is provided for with the existing ponds at Tierra Verde. Commissioner Roths mentioned that currently all the water runs overland to the pasture north of 53rd Street, then across Webb Road, then north to K-254.

Having thoroughly reviewed the issue Planning Commission voted (by passing a 5-0 motion) to **recommend rezoning the property from AG Agricultural to C-1 Neighborhood Commercial** to Council.

FOR MEETING OF	6/10/21
CITY COUNCIL	
INFORMATION ONLY	

City of Bel Aire

STAFF REPORT

DATE: 06/04/2021

TO: Bel Aire Planning Commission

FROM: Keith Price

RE: Agenda

SUMMARY:**Case No. ZON-20-01**

This is a continuation-The developer/agent talked with neighbors during the executive session period about drainage. No new information was submitted for the packet.

The Ark Valley Newspaper published the notice November 19th, and property owners listed in the certified list were contacted by certified mail. At this time the city has only received one response to the information sent out for the initial meeting.

Proposed rezoning approximately 10.20 acres of the C-2 Zoning District to an R-4 single family residential district that allows duplexes. The concept plan, application, and staff review is provided in the packet. The project was advertised as rezoning to R-4 or R-5; the reason to evaluate proposed lot size, side yard setback, living space square footage, etc. Is to see if the development meets the zoning code requirements.

History-

This area wasn't platted with the Chapel landing addition for the main reason of access control related to 53rd st and the length of a single street into a development was restricted by the city zoning code and the pipeline requirements for street crossings stopped the discussion of a higher-density development in 2007. 2011, a public hearing for rezoning and preliminary PUD was reviewed and approved by the Planning commission; the two year time period allowed for completion of a final PUD submittal was never completed. The new site plan submitted, fortifies that the original PUD was abandoned in part.

The existing zoning was part of a city wide zoning map update to reflect the processes already considered and to correct mistakes. The October 4, 2011 city council minutes indicated the Zoning and preliminary PUD was approved, however, an Ordinance wasn't created to change the zoning. City Ordinance 552 provide the updated Zoning Map with the approved rezoning to C-2 with the preliminary PUD notes.

Criteria for Review-

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

1. The character of the neighborhood;

The subject property is a buildable triangle property with buried oil pipelines on the southerly boundary, on the north is a two lane asphalt road with abutting property listed by the county as farming and open ranch land. To the east is a K-8 magnet school, to the West is a reserve and a two-family development. South is a single family development with a HOA and nice homes.

2. The zoning and uses of properties nearby

C-1 is the school property; A-1, Kechi, farm homestead; R-4 Bristol Hollows Addition family. Chapel Landing 2nd, R-5 patio homes; Chapel Landing, R-4 with Platter's text allowing reduced side yards; and Central Park, R-3 zoning district.

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

City staff has compared this request to the approved Master growth Plan and agrees the project rezoning request meets the preferred use.

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

City staff will review the access points depicted onto 53rd st and the drainage plan with processes coming up as the land is platted; with these two elements meeting city standards no adverse effect is expected.

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

The City formally approved the rezoning in 2011, the property has not been active for approximately nine years.

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

No hardship is expected to be caused by the development.

7. Recommendations of permanent staff;

Yes because 2018 Master Growth plan was approved by City Council.

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

Yes the 2018 Master Growth plan

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

Planners ask questions related to value of each unit, rentals verses ownership, the types of materials, etc.

R-4 code-

(MODERATE DENSITY/MINIMUM 8,400 SQ. FT.)

1. **Permitted uses:** The following uses shall be permitted by right in the R-4, Single-Family Residential District, subject to all applicable development and performance standards:
 - A. Single-family residences with a minimum of 1,600 square feet of living space.
 - B. Single family with 1,200 square feet minimum living space on lots platted prior to January 1, 2003 that have a minimum lot area per dwelling unit of 7,500 square feet.
 - C. **Two-family residences (duplexes) with not less than 1,200 square feet per unit**
 - D. Churches and their accessory buildings
 - E. Day care

- F. Golf Course
- G. Group home, limited
- H. Parks, playgrounds and community buildings or Governmental buildings owned and/or operated by the city
- I. Residential Design Manufactured Homes (see 7.05 C below)
- J. School, elementary, middle and high
- K. Utility, minor

Height and Area Regulations for R-4 Developments.

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

- A. Minimum lot area per dwelling unit – Eight thousand four hundred (8,400) square feet, this district shall also include lots platted prior to January 1, 2003 which have a minimum lot area prior dwelling unit of 7,500 square feet
- B. Maximum height:
Residences – two (2) stories, not exceeding thirty-five (35) feet from finished grade
- C. Minimum front yard – twenty-five (25) feet from street right-of-way
- D. Minimum side yard:
 - (1) Total side yards shall be twenty (20) percent of lot width. No side yard shall be less than ten (10) feet from property line
 - (2) Corner Lots – twenty-five (25) feet from street right-of-way
- E. Minimum rear yard: Twenty-five (25) feet from property line
- F. Minimum lot width – Seventy (70) feet
- G. Minimum lot depth – One hundred twenty (120) feet

Case No. ZON-21-02. Proposed re-zoning approximately 37.46 acres zoned AG, to a C-1 Neighborhood Commercial development. The current use is farm ground.

The Ark Valley Newspaper published the notice May 20, 2021, and property owners listed in the certified list were contacted by certified mail. At this time the city has received no responses to the information sent out.

History-

This area wasn't platted with Tierra Verde addition, nor, covered with Tierra Verde south addition PUD. 2009 was the last concept plan the city was reviewing mixed-use development on this land then owned by the city.

Criteria for Review-

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

10. The character of the neighborhood;

The subject property is a buildable Webb Road accessible property. The development area to the north and west has just started with duplex developments.

11. The zoning and uses of properties nearby

M-1 is the land across Webb Road to the East, Sunflower Commerce Park; to the North is a duplex development-Rock Spring 3rd and a county parcel; to the West is Skyview At Block 49 duplex addition location; and, Tierra Verde South, a C-2 commercial with a PUD overlay.

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

City staff has compared this request to the approved Master growth Plan and agrees the project rezoning request meets the preferred use.

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

City staff -no adverse effect is expected.

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

The City the property has not been active for approximately 11 years and has remained in the holding zoning district.

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

No hardship is expected to be caused by the development.

16. Recommendations of permanent staff;

Yes because 2018 Master Growth plan was approved by City Council. It may be better to consider a C-2 zoning district in the future for a portion of this parcel to increase possible uses such as, restaurants, or allowing more than one building on a lot.

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

Yes the 2018 Master Growth plan

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

<https://www.betterontheedge.org/>



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: C-2 to R-4
- ☐ Amendments to Change Zoning Districts _____

City of Bel Aire Planning Commission

☐ Approved ☐ Rejected

Name of owner 53rd & Oliver, LLC

Address _____ Telephone _____

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

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

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

2. The application area contains 10.20 acres.

3. This property is located at (address) n/a which is generally
located at (relation to nearest streets) southwest corner of Woodlawn and 53rd St N.

4. The particular reason for seeking reclassification:

to allow two-family residential development

5. County control number: 00570714

May 28th 2004

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

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

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

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

1. Applicant 53rd & Oliver, LLC Phone
Address Zip Code

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

2. Applicant Phone
Address Zip Code

Agent Phone
Address Zip Code

3. Applicant Phone
Address Zip Code

Agent Phone
Address Zip Code

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

53rd & Oliver, LLC

Baughman Company, PA

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.

May 28th 2004

November 2, 2020

CHAPEL LANDING REZONING 11-2-20

That part of the Northeast Quarter of Section 24, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the northeast corner of said Northeast Quarter; FIRST COURSE, thence S00°09'40"E, (basis of bearings, east line of said Northeast Quarter as platted in Chapel Landing, Bel Aire, Sedgwick County, Kansas), coincident with the east line of said Northeast Quarter, 1.01 feet to the intersection with the northwest line of an Enbridge Pipeline (KPC) Amendment of Right of Way Contract described and recorded in the Office of the Sedgwick County Register of Deeds in DOC.#/FLM-PG: 28860053 and the northwest line of a ConocoPhillips Amendment of Right-of-Way Agreement described and recorded in the Office of the Sedgwick County Register of Deeds in DOC.#/FLM-PG: 28883860, (hereinafter referred to as Pipeline Rights-of-Way), and for a point of beginning; SECOND COURSE, thence S64°17'22"W coincident with the northwest line of said Pipeline Rights-of-Way, 611.91 feet for a point of beginning, THIRD COURSE, thence continuing S64°17'22"W coincident with the northwest line of said Pipeline Rights-of-Way, 946.77 feet to the southeast corner of Reserve "A", Bristol Hollows, City of Bel Aire, Sedgwick County, Kansas; FOURTH COURSE, thence N19°42'50"W coincident with the east line of said Reserve "A", 664.27 feet to the northeast corner of said Reserve "A"; FIFTH COURSE, thence N00°17'10"E, 60.00 feet to the intersection with the north line of said Northeast Quarter; SIXTH COURSE, thence S89°42'50"E coincident with the north line of said Northeast Quarter, 976.14 feet; SEVENTH COURSE, thence S00°17'10"W, 60.00 feet; EIGHTH COURSE, thence S25°42'38"E, 232.78 feet to the point of beginning, subject to a 30.00 foot road right-of-way lying south of and abutting the north line of said Northeast Quarter.

Containing 444137.5 Sq. Ft.



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



REZONE SUBMITTAL REVIEW

Address of proposed project: Rezoning of the Southwest corner of Woodlawn and 53rd st

This report is to document that on 12.1.20 the Zoning Administrator from the City of Bel Aire evaluated the above property plan for compliance of zoning and building requirements:

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

The review of the above property plan has been:

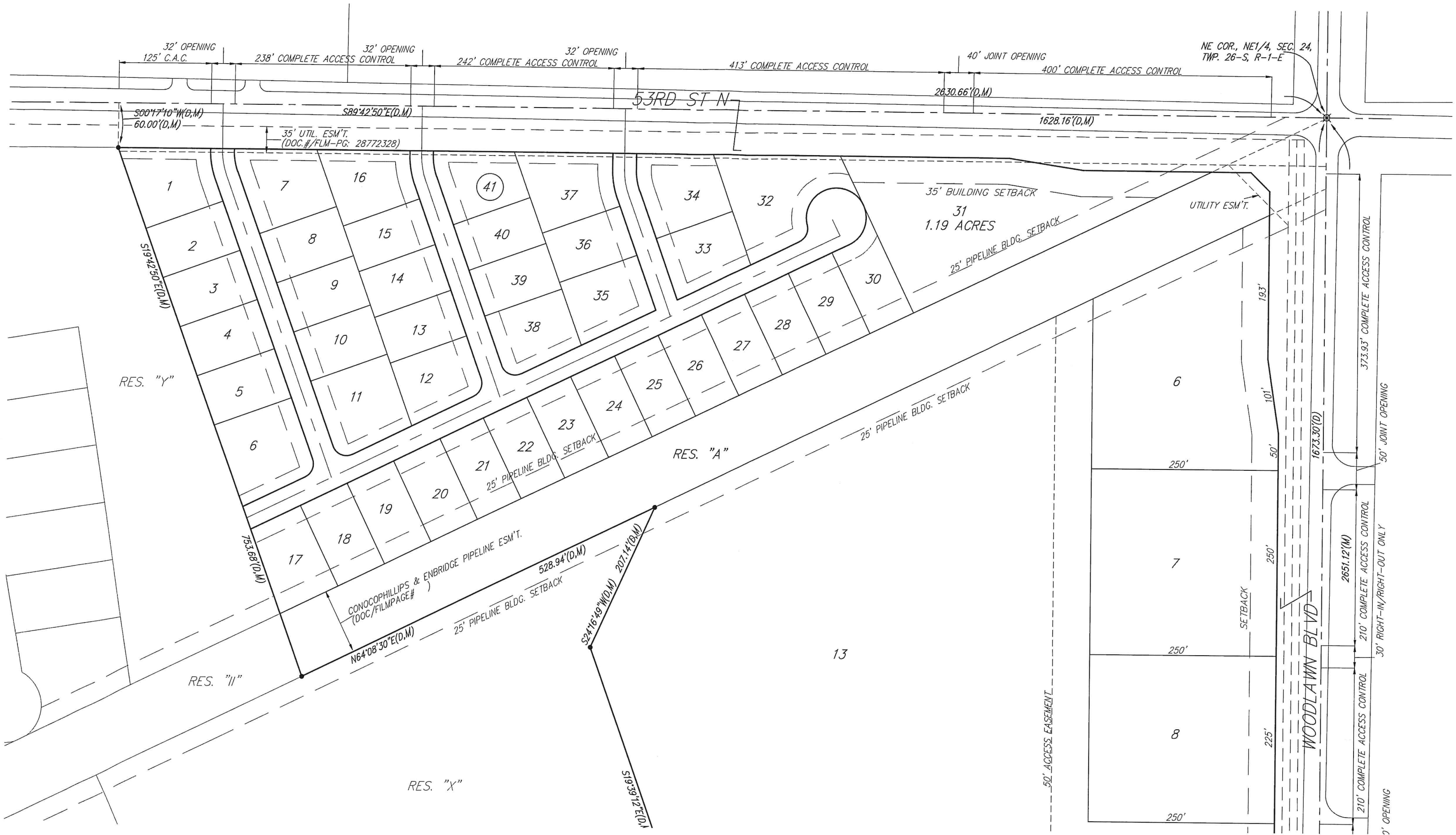
- ☒ APPROVED, as noted
- ☐ DELAYED, as noted
- ☐ DENIED, as noted

DATE 12/1/20

Keith Price
REVIEWED BY

Comments: ZON-20-01-The reference to Chapel Landing rezoning is reflected by sharing common boundaries only, the actual name of the project hasn't been provided.

- The Onegas utility is currently on the south side of Central Park Ave; approximately 5,600 ft. away, Everygy has overhead power, the city lift station is west along 53rd st next to the development. Pipeline crossings with underground utilities can become an issue.
- The city Zoning Regulations for an R-4 requires 8,400 square feet per lot, 1,200 square feet per living unit, 10 feet side yards. Twenty five rear yards, lot size 70'x120' minimum.
- Shared driveways must be approved by the City. Minimum two enclosed parking spaces, in addition to two exterior, on site spaces are required.
- The city 2018 Master growth plan figure 3.4 Preferred Balanced Growth indicates mixed-use/local commercial.
- <http://www.belaireks.gov/DocumentCenter/View/3245/Chapter-18A-Zoning-Regulations-Adopted-2016> contains the Zoning Code. The landscape requirements, lot size, etc.
- <http://www.egovlink.com/belaire/docs/menu/home.asp> contains the Public Works tab to find the city standards information.



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 19th day of November, 2020, with subsequent publications being made on the following dates:

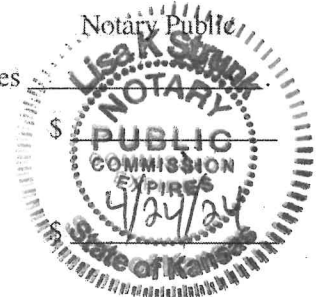
_____, 2020 _____, 2020
_____, 2020 _____, 2020
_____, 2020 _____, 2020

Subscribed and sworn to before me this 19th day of November, 2020.

My commission expires

Additional copies \$

Printer's fee



Public notice

(Published in The Ark Valley News on Nov. 19, 2020.)

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED: Notice is Hereby Given that on December 10, 2020 the City of Bel Aire Planning Commission will consider the following re-zoning hearing in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

Case No. ZON/-20-01. Proposed re-zoning approximately 10.2 acres un-platted C-2 commercial, to R-4 or R-5 to allow a two-family residential development.

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

General Location: Southwest corner of Woodlawn and 53rd

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 17th day of November, 2020.

/s/ Anne Stephens
Bel Aire Planning Commission Secretary

ZON-21-02

APPLICATION

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

- ☒ Change Zoning Districts: From: AG to C-1
- ☐ Amendments to Change Zoning Districts _____

City of Bel Aire Planning Commission

☐ Approved ☐ Rejected

Name of owner CITY OF BELAIRE KANSAS LAND BANK

Address 7651 E. CENTRAL PARKWAY, BELAIRE, KS 67226 Telephone _____

Agent representing the owner ANDREW REESE

Address ANDREW@BANISTERREALESTATE.COM Telephone (620) 755-1619

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

2. The application area contains 37.46 acres.

3. This property is located at (address) N/A which is generally located at (relation to nearest streets) NORTHWEST OF WEBB RD. & 49TH ST. N.

4. The particular reason for seeking reclassification:

TO ALLOW DEVELOPMENT OF THIS SITE WITH VARIOUS SMALL SCALE RETAIL BUSINESS USES.

5. County control number: 30015273

May 28th 2004

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

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

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

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

1. Applicant SKYVIEW AT BLOCK 49, LLC Phone _____
 Address 5219 N. HAMPTON ST., BEL AIRE, KS Zip Code 67226
 Agent ANDREW REESE Phone (620) 755-1619
 Address ANDREW@BANISTERREALESTATE.COM Zip Code _____
2. Applicant _____ Phone _____
 Address _____ Zip Code _____
 Agent _____ Phone _____
 Address _____ Zip Code _____
3. Applicant _____ Phone _____
 Address _____ Zip Code _____
 Agent _____ Phone _____
 Address _____ Zip Code _____

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


 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.

May 28th 2004

OWNERSHIP LIST

PROPERTY DESCRIPTION

PROPERTY OWNER

The E 1,235' of the S/2 of the NE/4, 20-26-2E Subject Property		City of Bel Aire, Kansas, Land Bank 7651 E. Central Park Ave. Bel Aire, KS 67226
The S/2 of the NE/4, EXC the E 1,235' thereof, 20-26-2E		Sky View at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
The N/2 of the NE/4, EXC the N 495' of the E 880'; & EXC for roads; & EXC that part platted as Rock Spring 2 nd Add; & EXC that part platted as Rock Spring 3rd Add, 20-26-2E		Quad Investments, LLC PO Box 781974 Wichita, KS 67278
The N 495' of the E 880' of the N/2 of the NE/4, EXC for roads; & EXC part begin 602' W of NE corner of NE/4; th. S 219'; th. W 108'; th. N 219'; th. E to begin, 20-26-2E		James D. & Narnie K. Woolley 819 W. Verona Ct. Andover, KS 67002
Lot 4, Blk A, EXC the S 50' thereof AND Lot 1, Blk C	Sunflower Commerce Park Addition	City of Bel Aire, Kansas, Public Building Commission 7651 E. Central Park Ave. Bel Aire, KS 67226
The S 50' of Lot 4, Blk A	"	Factory Direct Copper & Granite, LLC PO Box 65 Andover, KS 67002
Lot 5, Blk A, EXC the E 210' of the S 290' thereof	"	City of Bel Aire 7651 E. Central Park Ave. Bel Aire, KS 67226
The N/2 of the SW/4, EXC that part lying N & W of the MOPAC Railroad r.o.w., 21-26-2E		Marjorie A. Wirth 10810 T Ave. Columbus Junction, IA 52738

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', 21-26-2E		Bryant Family Trust R. Kevin Bryant & Sherlyn K. Bryant 4956 N. Webb Rd. Wichita, KS 67226
Lot 8, Blk 1 AND Lots 3 & 4, Blk 2	Tierra Verde South Addition	ME Enterprises IV, LLC 2101 E. 21 st St. N. Wichita, KS 67214
Reserve A AND Reserves H, I, & J	"	City of Bel Aire, Kansas, Land Bank 7651 E. Central Park Ave. Bel Aire, KS 67226
Lots 1, 2, & 3, Blk 3 AND Reserve A	Rock Spring 3 rd Addition	Quad Investments, LLC PO Box 781974 Wichita, KS 67278

We hereby certify the foregoing to be a true and correct list of the property owners of the herein before described tracts and lots as shown by the last deed of record filed in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 3rd day of May, 2021, at 7:00 A.M.

Security 1st Title LLC

By: Karen K. Frye
Licensed Abstracter

Note:

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

RE:

The East 1,235 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Order: 2450032

KJK

SITE PLAN

AG to C-1 Zone Change

Bel Aire, Sedgwick County, Kansas

Zone Change Description

The East 1,235.00 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas.

OWNER:

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

Agent/Contract Buyer: Skyview at Block 49, LLC

Attn: Andrew Reese
5219 N. Hampton St.
Bel Aire, KS 67226

Ph. (620) 755-1619

Andrew@Banisterrealestate.com

SURVEYOR & ENGINEER:

Garver, LLC
Attn: Will Clevenger
8535 E. 21st St. N., Ste. 130
Wichita, KS 67206

Ph. (316) 221-3027

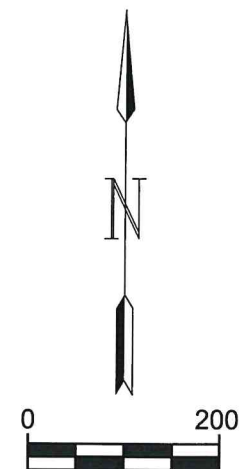
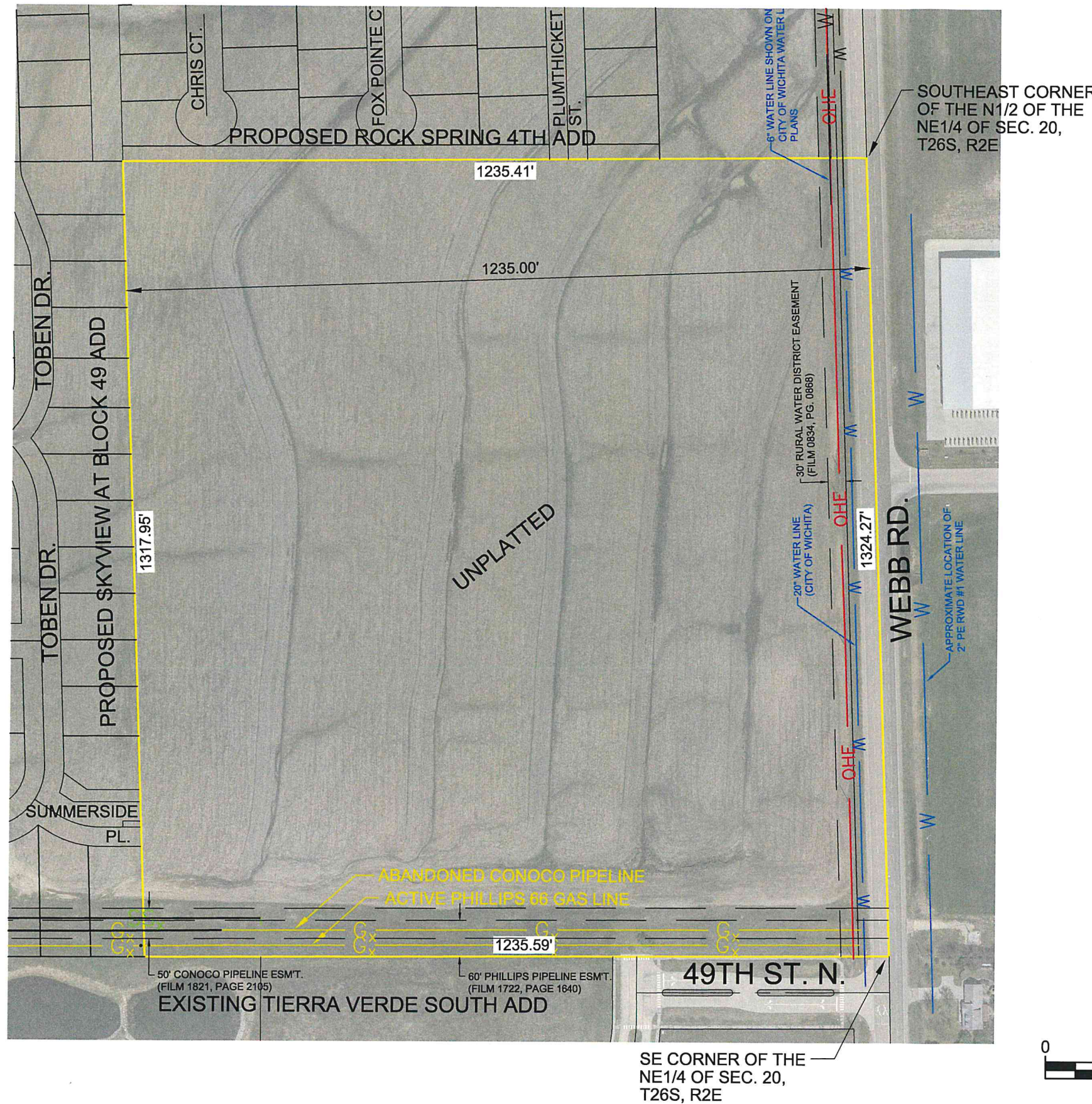
WKClevenger@GarverUSA.com

ZONE CHANGE AREA:

37.46 Acres

EXISTING CONDITIONS:

The property is vacant ground with no improvements.
A subdivision plat of the property will be submitted, pending zone change approval.



DWG FILE: 21S04015 SITE PLAN
PROJECT NO. 21S04015
MAY 17, 2021



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

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 20th day of May, 2021, with subsequent publications being made on the following dates:

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

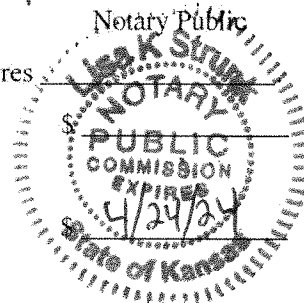
Subscribed and sworn to before me this 20th day of May, 2021.

Notary Public

My commission expires

Additional copies

Printer's fee



Public notice

(Published in The Ark Valley News on May 20, 2021.)

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on June 10, 2021 the City of Bel Aire Planning Commission will consider the following re-zoning hearing in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

Case No. ZON-21-02. Proposed re-zoning approximately 37.46 acres zoned AG, to a C-1 Neighborhood Commercial development. The current use farm ground.

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

General Location: Webb Road and North of E 49th St N

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

DATED this 17 day of May, 2021.

Anne Stephens
Bel Aire Planning Commission Secretary



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



REZONE SUBMITTAL REVIEW

Address of proposed project: Rezoning of the unplatted portion of the Northeast quarter of section 20
This report is to document that on 6.4.21 the Zoning Administrator from the City of Bel Aire evaluated the above property plan for compliance of zoning and building requirements:

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

The review of the above property plan has been:

- ☒ APPROVED, as noted
- ☐ DELAYED, as noted
- ☐ DENIED, as noted

DATE 6/4/21

Keith Price
REVIEWED BY

Comments: ZON-21-01-There was no pre-meeting prior to the submittals received. The zoning district is neighborhood commercial. Restaurants and bars among others similar uses are not under the umbrella of a C-1 zoning district.

- The application received was un-signed.
- The city 2018 Master growth plan figure 3.4 preferred Balanced Growth indicates mixed-use/local commercial.
- **Use Regulations.** No building, structure, land or premises shall be used, and no building or structure shall hereafter be erected, constructed, reconstructed, moved or altered except for one (1) or more of the uses set forth herein, or similar uses subject to all applicable development and performance standards. 1. **Permitted uses:** The following uses shall be permitted by right in the "C-1" Neighborhood Commercial Office and Retail District, subject to all applicable development and performance standards: a. Offices, including the following: Abstract and title companies Accountants' offices Advertising agencies. Architects' offices Artist studios. Attorneys' offices. Broadcasting or recording studios without transmitter towers. Computer and data processing offices. Dental offices and clinics Engineers' offices Medical offices and clinics Offices, administrative, clerical sales services, including the display of sample or inventory items made available for demonstration purposes and where such display constitutes less than half of the total floor area. Such display area shall be limited to small business machines, desk computers and similar

types of office aids and hardware. Such material shall not be extended to office furniture, larger appliances or machines. Repairs and services of authorized material is permitted as an accessory use. Optician and optical dispensaries Photography studios. Real estate offices. Religious offices and headquarters Travel agencies b. Retail stores and personal service businesses, including the following: Zoning Regulations/ City of Bel Aire, Kansas (Revised 2020] 90 | Page Artist, craft and hobby supply store. Camera shop and photographic supplies. Clothing and costume rental store. Drug store, pharmacy or apothecary. Florist shop. Hair stylists (barber and beauty shops). Jewelry and jewelry repair. Key shop. Medical and orthopedic appliance stores. Picture framing shop. Shoe repair shop. Tailor shop. c. Residential uses, as follows: Each business or office may have an owner residence within the primary structure of the business or office structure. d. Miscellaneous type uses, including: Off-street parking and loading accessory to the principal use established on the zoning lot, all in conformance with the standards set forth within Article 6 of this Zoning Code. 2. Conditional uses: The following uses shall be permitted in the "C-1" District if reviewed and approved by the Planning Commission in accordance with the procedures and standards of Article 5.03. a. Safety services b. Wireless Telecommunication Facilities c. Accessory uses when determined to be subordinate in area, extent and purpose to the principal use served, and is determined by the commission to contribute to the necessity of the principal residence or business established on the zoning lot, all in conformance with the standards set forth within Article 6 of this Zoning Code.

- <http://www.belaireks.gov/DocumentCenter/View/3245/Chapter-18A-Zoning-Regulations-Adopted-2016> contains the Zoning Code. The landscape requirements, lot size, etc.
- <http://www.egovlink.com/belaire/docs/menu/home.asp> contains the Public Works tab to find the city standards information.

(First Published in the Ark Valley News on July ____, 2021.)

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. ____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FROM **AG AGRICULTURAL TO C-1 NEIGHBORHOOD COMMERCIAL** ON CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF BEL AIRE, KANSAS.

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

Legal Description

The East 1,235 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

WHEREAS, A public hearing was convened on the matter of rezoning the afore described tract on June 10, 2021, by the Planning Commission for the City of Bel Aire, Kansas in conformance with the requirements set forth in Article Five of the Zoning Regulations of the City of Bel Aire, Kansas;

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

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

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

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

SECTION 1. The Governing Body supports the recommendation of the Bel Aire Planning Commission, and approves the rezoning of the tract of land from AG AGRICULTURAL TO C-1 NEIGHBORHOOD COMMERCIAL;

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

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

Passed by the City Council this 6th day of July, 2021.

Approved by the Mayor this 6th day of July, 2021.

[SEAL]

MAYOR JIM BENAGE

ATTEST:

CITY CLERK MELISSA KREHBIEL

(First Published in the Ark Valley News on July ____, 2021.)

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. ____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FROM **AG AGRICULTURAL TO C-1 NEIGHBORHOOD COMMERCIAL** ON CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF BEL AIRE, KANSAS.

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

Legal Description

The East 1,235 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

WHEREAS, A public hearing was convened on the matter of rezoning the afore described tract on June 10, 2021, by the Planning Commission for the City of Bel Aire, Kansas in conformance with the requirements set forth in Article Five of the Zoning Regulations of the City of Bel Aire, Kansas;

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

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

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

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

SECTION 1. The Governing Body supports the recommendation of the Bel Aire Planning Commission, and approves the rezoning of the tract of land from AG AGRICULTURAL TO C-1 NEIGHBORHOOD COMMERCIAL;

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

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

Passed by the City Council this 6th day of July, 2021.

Approved by the Mayor this 6th day of July, 2021.

[SEAL]

MAYOR JIM BENAGE

ATTEST:

CITY CLERK MELISSA KREHBIEL

Gilmore & Bell, P.C.
6/29/2021

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON JULY 6, 2021**

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

Absent:

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

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

**AN ORDINANCE AUTHORIZING AND APPROVING THE SALE OF CERTAIN
PROPERTY BY THE CITY OF BEL AIRE, KANSAS PUBLIC BUILDING
COMMISSION.**

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No.____, and was directed to be published one time in the official newspaper of the City, upon signing and approval by the Mayor and attestation by the Clerk.

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
6/29/2021

(Published in *The Ark Valley News* on July 8, 2021)

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND APPROVING THE SALE OF CERTAIN
PROPERTY BY THE CITY OF BEL AIRE, KANSAS PUBLIC BUILDING
COMMISSION.**

WHEREAS, the City of Bel Aire, Kansas Public Building Commission (the “PBC”) has found and determined that it is necessary and advisable to sell or dispose of the following property (the “Sale Property”) at private sale to the Third Party listed below:

<u>Third Parties</u>	<u>Sale Property</u>
JDO, LLC	Lot 6, Block C, Sunflower Commerce Park Addition, Bel Aire, Sedgwick County, Kansas
; and	

WHEREAS, the governing body of the City of Bel Aire, Kansas (the “City”) finds and determines that the sale of the Sale Property by private sale to the Third Party will result in the continued use of the Sale Property in a manner consistent with a commercial/industrial park facility that is maintained for the public purpose of economic development, and that such sale should be authorized and approved.

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

Section 1. Sale of Property. It is hereby authorized and approved that the PBC sell the Sale Property by private sale to the Third Party, or assigns of the Third Party.

Section 2. Authorization of Instruments and Documents. The Mayor and Clerk of the City are each authorized to execute, deliver and record such instruments and documents as are necessary to effect the transactions described herein.

Section 3. PBC Action as a Condition. The authorizations and approvals provided in this Ordinance are subject to and conditioned upon the PBC duly acting to authorize the PBC actions described herein.

Section 4. Effective Date. This Ordinance shall take effect and be of force from and after its passage by the governing body of the City, approval by the Mayor and publication in the official City newspaper.

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PASSED by the governing body of the City on July 6, 2021 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

PARTIAL RELEASE AND TERMINATION OF LEASE

WHEREAS, The City of Bel Aire, Kansas Public Building Commission (the "PBC") has heretofore entered into a Lease dated as of April 15, 2010, as amended and supplemented by a Supplemental Lease with Option to Purchase No. 1, dated as of July 13, 2017, and as amended and supplemented by Supplemental Lease with Option to Purchase No. 2, dated as of June 2, 2021 (jointly, the "Lease") between the PBC and The City of Bel Aire, Kansas (the "City"), notice of which is recorded as DOC#/FLM-PG: 29144058 in the office of the Sedgwick County, Kansas Register of Deeds; and

WHEREAS, under Supplemental Lease with Option to Purchase No. 2, the real property described in the attached *Schedule I* is no longer subject to the Lease, and the PBC has since exercised its authority to sell such property described on *Schedule I*, and all of the PBC's obligations to the City under the Lease have been satisfied with respect to the property described on *Schedule I*; and

THEREFORE, the property described in the attached *Schedule I* is hereby released from any claim of the PBC and the City under the Lease, and the Lease, as applicable to the property described in the attached *Schedule I*, is terminated.

THE CITY OF BEL AIRE, KANSAS
PUBLIC BUILDING COMMISSION

By: _____
Jim Benage, President

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by Jim Benage, President of The City of Bel Aire, Kansas Public Building Commission, a municipal corporation, on behalf of said corporation.

[SEAL] By: _____
Notary Public
My appointment expires: _____

THE CITY OF BEL AIRE, KANSAS

By: _____
Jim Benage, Mayor

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by Jim Benage, Mayor of The City of Bel Aire, Kansas, a municipal corporation, on behalf of said corporation.

[SEAL] By: _____
Notary Public
My appointment expires: _____

SCHEDULE I

PROPERTY RELEASED FROM LEASE

The following described real estate:

Lot 6, Block C of the Sunflower Commerce Park Addition, to the City of Bel Aire, Sedgwick County, Kansas

Gilmore & Bell, P.C.
6/29/2021

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY OF BEL AIRE, KANSAS PUBLIC BUILDING COMMISSION
HELD ON JULY 6, 2021**

The Public Building Commission met in special session at the usual meeting place in the City, at ____:____ P.M., the following members being present and participating, to-wit:

Absent:

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

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION AUTHORIZING THE SALE AND DISPOSITION OF CERTAIN
PROPERTY BY THE CITY OF BEL AIRE, KANSAS PUBLIC BUILDING
COMMISSION.**

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

Yea: _____.

Nay: _____.

Thereupon, the President declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-21-__.

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Secretary

Gilmore & Bell, P.C.
6/29/2021

RESOLUTION NO. R-21-__

**A RESOLUTION AUTHORIZING THE SALE AND DISPOSITION OF CERTAIN
PROPERTY BY THE CITY OF BEL AIRE, KANSAS PUBLIC BUILDING
COMMISSION.**

WHEREAS, the City of Bel Aire, Kansas Public Building Commission (the “PBC”) hereby finds and determines that it is necessary and advisable to sell the following property (the “Sale Property”) to the Third Party, at private sale, as listed below:

<u>Third Party</u>	<u>Sale Property</u>
JDO, LLC	Lot 6, Block C, Sunflower Commerce Park Addition, Bel Aire, Sedgwick County, Kansas

; and

WHEREAS, the PBC hereby finds and determines that the sale of the Sale Property by private sale to the Third Party will result in the continued use of the Sale Property in a manner consistent with a commercial/industrial park facility that is maintained for the public purpose of economic development.

**THEREFORE, BE IT RESOLVED BY THE CITY OF BEL AIRE, KANSAS PUBLIC
BUILDING COMMITTEE:**

Section 1. Sale of Property. It is hereby authorized, ordered and directed that the PBC shall sell the Sale Property by private sale to the Third Party.

Section 2. Authorization of Instruments and Documents. The President and Secretary of the PBC are each authorized to execute, deliver and record such instruments and documents as are necessary to effect the transactions described herein, including any real estate purchase/sale agreements for the Sale Property.

Section 3. City Action as a Condition. The authorizations and approvals provided in this Resolution are subject to and conditioned upon the City duly acting to approve the sale of the Sale Property.

Section 4. Effective Date. This Resolution shall take effect and be of force from and after its adoption by the PBC.

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ADOPTED by the City of Bel Aire, Kansas Public Building Commission on July 6, 2021.

(SEAL)

President

ATTEST:

Secretary

SANITARY SEWER PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Chapel Landing

Lots 6 – 10, Block C
Lots 20 - 21, Block K

Chapel Landing 4th

Lots 1 - 6, Block 2

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being One-Hundred Seven Thousand Dollars (\$107,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2021.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing sanitary sewer main, such benefit fee to be in the amount of Ten Thousand Dollars (\$10,000).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

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

Chapel Landing

Lots 6 – 10, Block C

Lots 20 - 21, Block K

Chapel Landing 4th

Lots 1 - 6, Block 2

The above listed lots shall each pay 1/13 of the total cost of the improvements.

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>Chapel Landing</u> Lots 6 – 10, Block C Lots 20 - 21, Block K		
<u>Chapel Landing 4th</u> Lots 1 – 6, Block 2	By: <u>Glen Hageman</u> Glen Hageman Authorized Signatory Woodlawn 53, LLC	<u>6.29.21</u>

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Chapel Landing
Lots 20 - 21, Block K

Chapel Landing 4th
Lots 1 - 6, Block 1
Lots 1 - 6, Block 2

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Seventy-Six Thousand Dollars (\$76,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after June 1, 2021.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing water main, such benefit fee to be in the amount of Six Thousand Four Hundred Dollars (\$6,400).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

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

Chapel Landing

Lots 20 - 21, Block K

Chapel Landing 4th

Lots 1 - 6, Block 1

Lots 1 - 6, Block 2

The above listed lots shall each pay 1/14 of the total cost of improvements.

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

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

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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the

proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

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

Chapel Landing

Lots 20 - 21, Block K

Chapel Landing 4th

Lots 1 - 6, Block 1

Lots 1 - 6, Block 2

By: Glen Hageman

Glen Hageman
Authorized Signatory
Woodlawn 53, LLC

6-29-21

PHASE 1 WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Skyview at Block 49

Lots 1 - 28, Block 1
Lots 1 - 14, Block 2
Lots 20 - 23, Block 3
Lots 28 - 34, Block 4
Lot 1, Block 5

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Three Hundred Six Thousand Dollars (\$306,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after June 1, 2021.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing water main, such benefit fee to be in the amount of Thirty Five Thousand One Hundred Dollars (\$35,100).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

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

Skyview at Block 49

Lots 1 - 28, Block 1
 Lots 1 - 14, Block 2
 Lots 20 - 23, Block 3
 Lots 28 - 34, Block 4
 Lot 1, Block 5



The above listed lots shall each pay 1/54 of the total cost of improvements.

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

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the

proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>Skyview at Block 49</u>		
Lots 1 - 28, Block 1		
Lots 1 - 14, Block 2		
Lots 20 - 23, Block 3		
Lots 28 - 34, Block 4		
Lot 1, Block 5	By: 	
	Andrew Reese, Managing Member Skyview at Block 49, LLC	

Gilmore & Bell, P.C.
07/01/2021

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BELAIRE, KANSAS
HELD ON JULY 6, 2021

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

Absent:

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

* * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BELAIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CHAPEL LANDING AND CHAPEL LANDING 4TH ADDITIONS); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-16.

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-21-_____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
07/01/2021

(Published in *The Ark Valley News*, on July __, 2021)

RESOLUTION NO. R-21-_____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CHAPEL LANDING AND CHAPEL LANDING 4TH ADDITIONS); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-16.

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

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with sewer line improvements authorized by the City, all pursuant to K.S.A. 12-6a19; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act; and

WHEREAS, the Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. R-21-16 of the City.

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

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

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

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

(b) The estimated or probable cost of the Improvements is: \$107,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2021.

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

Lots 6 through 10, Block C, and Lots 20 and 21, Block K, Chapel Landing Addition; and Lots 1 through 6, Block 2, Chapel Landing 4th Addition; to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 6 through 10, Block C, and Lots 20 and 21, Block K, Chapel Landing Addition; and Lots 1 through 6, Block 2, Chapel Landing 4th Addition; to the City of Bel Aire, Sedgwick County, Kansas shall each pay 1/ 13 of the total assessed cost of the Improvements.

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

(e) In accordance with the provisions of K.S.A. 12-6a19, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing sanitary sewer main, which has been authorized by Resolution of the City, such benefit fee to be in the amount of \$10,000, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

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

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

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

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of Resolution No. R-21-16, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. R-21-16 are hereby amended, restated and repealed.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on July 6, 2021.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on July 6, 2021 as the same appears of record in my office.

DATED: July 6, 2021.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
07/01/2021

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BELAIRE, KANSAS
HELD ON JULY 6, 2021

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

Absent:

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

* * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BELAIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS/CHAPEL LANDING AND CHAPEL LANDING 4TH ADDITIONS); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-18.

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-21-_____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
07/01/2021

(Published in *The Ark Valley News*, on July __, 2021)

RESOLUTION NO. R-21-_____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS/CHAPEL LANDING AND CHAPEL LANDING 4TH ADDITIONS); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-18.

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

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with water main improvements authorized by the City, all pursuant to K.S.A. 12-6a19; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act; and

WHEREAS, the Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. R-21-18 of the City.

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

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

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

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

(b) The estimated or probable cost of the Improvements is: \$76,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2021.

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

Lots 20 and 21, Block K, Chapel Landing Addition; and Lots 1 through 6, Block 1, and Lots 1 through 6, Block 2, Chapel Landing 4th Addition; to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 20 and 21, Block K, Chapel Landing Addition; and Lots 1 through 6, Block 1, and Lots 1 through 6, Block 2, Chapel Landing 4th Addition; to the City of Bel Aire, Sedgwick County, Kansas shall each pay 1/ 14 of the total assessed cost of the Improvements.

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

(e) In accordance with the provisions of K.S.A. 12-6a19, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing sanitary water main, which has been authorized by Resolution of the City, such benefit fee to be in the amount of \$6,400, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

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

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

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

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of Resolution No. R-21-18, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. R-21-18 are hereby amended, restated and repealed.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on July 6, 2021.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on July 6, 2021 as the same appears of record in my office.

DATED: July 6, 2021.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
07/01/2021

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON JULY 6, 2021**

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

Absent:

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

* * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/SKYVIEW AT BLOCK 49 - PHASE 1); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-07.

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-21-__ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and

to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
07/01/2021

(Published in the *Ark Valley News*, on July __, 2021)

RESOLUTION NO. R-21-__

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/SKYVIEW AT BLOCK 49 - PHASE 1); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-21-07.

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

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with water line improvements authorized by Resolution Nos. R-09-25 and R-11-05 of the City, all pursuant to K.S.A. 12-6a19; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act; and

WHEREAS, the Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. R-21-07 of the City.

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

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

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

That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described below, according to plans

and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$306,000. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2021.

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

Lots 1 through 28, Block 1; Lots 1 through 14, Block 2; Lots 20 through 23, Block 3; Lots 28 through 34, Block 4; and Lot 1, Block 5, Skyview at Block 49, an addition to the City of Bel Aire, Sedgwick County, Kansas.

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

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

Lots 1 through 28, Block 1; Lots 1 through 14, Block 2; Lots 20 through 23, Block 3; Lots 28 through 34, Block 4; Lot 1, Block 5, Skyview At Block 49, shall each pay 1/54 of the total cost of the Improvements.

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

(e) In accordance with the provisions of K.S.A. 12-6a19, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing water main, which has been authorized by Resolution Nos. R-09-25 and R-11-05 of the City, such benefit fee to be in the amount of \$35,100 and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

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

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

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

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of Resolution No. R-21-07, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. R-21-07 are hereby amended, restated and repealed.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on July 6, 2021.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on July 6, 2021 as the same appears of record in my office.

DATED: July 6, 2021.

Melissa Krehbiel, Clerk

City of Bel Aire, Kansas



STAFF REPORT

DATE: June 29, 2021
 TO: Ty Lasher, City Manager
 FROM: Anne Stephens, Public Works Director and City Engineer
 RE: Chapel Landing 4th – Water and Sanitary Sewer Bids

Proposal Focus:

Our Mission

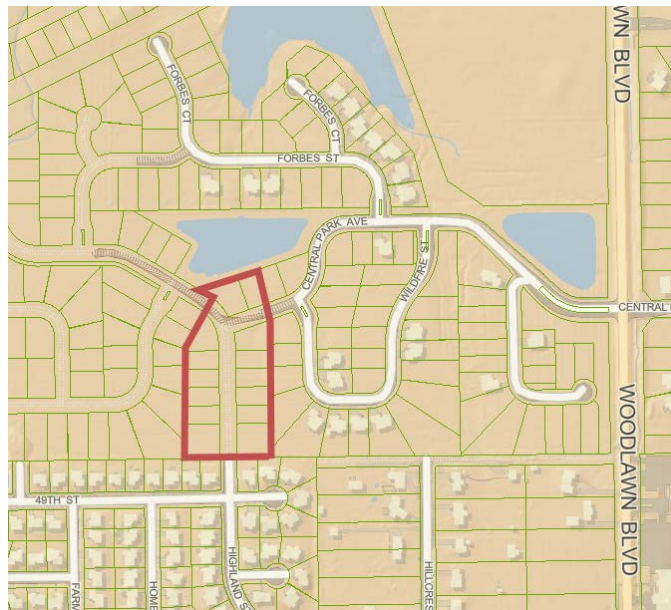
- Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

Our Values

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

Current Situation:

The Developer is ready to begin development of Chapel Landing 4th.



Goals:

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

Discussion:

Garver designed the sanitary sewer collection system and the water distribution system for Chapel Landing 4th. Bids were accepted on June 29th. Five contractors responded to the solicitation and the results are below.

Contractor	Water	Sewer	Total
APEX	\$57,956.00	\$84,606.00	\$142,562.00
McCullough	\$99,510.00	\$135,765.00	\$235,275.00
Mies	\$85,793.00	\$99,207.00	\$185,000.00
Nowak	\$60,890.00	\$108,248.00	\$169,138.00
UMC	\$94,590.00	\$73,922.00	\$168,512.00
Engineer's Estimate	\$43,970.00	\$60,325.00	\$104,295.00

Financials:

The cost of these improvements will be financed through a bond and spread as special assessments against the benefiting lots.

Recommendation:

Staff recommends that the City Council accept the bid from APEX Excavating for \$142,562.00.

Water and Sewer Improvements
Chapel Landing 4th Addition
Bel Aire, Kansas - Bid Tabulations
Tuesday, June 29, 2021

			Engineer's Estimate		APEX		McCullough Exavation, Inc.		Mies Construction Inc.		Nowak Construction, Inc.		UMC	
Item	Quantity	Unit	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Group A - Water Distribution Items														
8" PVC Pipe	646	LF	\$ 30.00	\$ 19,380.00	\$ 36.00	\$ 23,256.00	\$ 50.00	\$ 32,300.00	\$ 64.00	\$ 41,344.00	\$ 36.50	\$ 23,579.00	\$ 65.00	\$ 41,990.00
8" DI CL Pipe	118	LF	\$ 40.00	\$ 4,720.00	\$ 60.00	\$ 7,080.00	\$ 70.00	\$ 8,260.00	\$ 89.00	\$ 10,502.00	\$ 78.50	\$ 9,263.00	\$ 75.00	\$ 8,850.00
Fire Hydrant Assembly	1	EA	\$ 3,300.00	\$ 3,300.00	\$ 3,700.00	\$ 3,700.00	\$ 5,000.00	\$ 5,000.00	\$ 7,625.00	\$ 7,625.00	\$ 3,825.00	\$ 3,825.00	\$ 6,500.00	\$ 6,500.00
Gate Valve Assembly, 8" MJ	3	EA	\$ 750.00	\$ 2,250.00	\$ 1,175.00	\$ 3,525.00	\$ 1,500.00	\$ 4,500.00	\$ 2,165.00	\$ 6,495.00	\$ 1,275.00	\$ 3,825.00	\$ 2,500.00	\$ 7,500.00
Anchor Valve Assembly, Special 8" MJ	1	EA	\$ 1,300.00	\$ 1,300.00	\$ 1,600.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00	\$ 2,650.00	\$ 2,650.00	\$ 1,500.00	\$ 1,500.00	\$ 3,400.00	\$ 3,400.00
Blowoff Assembly, 2"	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 895.00	\$ 895.00	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,200.00
Sand Backfill, Jet & Vibrate	42	LF	\$ 15.00	\$ 630.00	\$ 8.00	\$ 336.00	\$ 10.00	\$ 420.00	\$ 16.00	\$ 672.00	\$ 14.00	\$ 588.00	\$ 50.00	\$ 2,100.00
Water Service, Long	8	EA	\$ 860.00	\$ 6,880.00	\$ 1,518.00	\$ 12,144.00	\$ 2,000.00	\$ 16,000.00	\$ 1,165.00	\$ 9,320.00	\$ 1,375.00	\$ 11,000.00	\$ 1,650.00	\$ 13,200.00
Connect to Existing	2	EA	\$ 500.00	\$ 1,000.00	\$ 375.00	\$ 750.00	\$ 2,000.00	\$ 4,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,400.00	\$ 2,800.00
Concrete Protection Cap	10	LF	\$ 76.00	\$ 760.00	\$ 67.00	\$ 670.00	\$ 300.00	\$ 3,000.00	\$ 81.00	\$ 810.00	\$ 131.00	\$ 1,310.00	\$ 225.00	\$ 2,250.00
Site Restoration	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,750.00	\$ 2,750.00	\$ 22,530.00	\$ 22,530.00	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00
Contractor Provided Testing	1	LS	\$ 750.00	\$ 750.00	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,775.00	\$ 1,775.00	\$ 800.00	\$ 800.00	\$ 1,800.00	\$ 1,800.00
Group A Total				\$ 43,970.00		\$ 57,956.00		\$ 99,510.00		\$ 85,793.00		\$ 60,890.00		\$ 94,590.00
Group B - Sanitary Sewer Extension Items														
8" PVC Pipe	752	LF	\$ 35.00	\$ 26,320.00	\$ 35.00	\$ 26,320.00	\$ 70.00	\$ 52,640.00	\$ 55.00	\$ 41,360.00	\$ 72.50	\$ 54,520.00	\$ 46.00	\$ 34,592.00
MH (4' Dia)	3	EA	\$ 3,750.00	\$ 11,250.00	\$ 4,200.00	\$ 12,600.00	\$ 5,000.00	\$ 15,000.00	\$ 6,000.00	\$ 18,000.00	\$ 5,000.00	\$ 15,000.00	\$ 4,700.00	\$ 14,100.00
Cleanout Riser Assembly (4")	1	EA	\$ 750.00	\$ 750.00	\$ 1,300.00	\$ 1,300.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,300.00	\$ 1,300.00	\$ 1,050.00	\$ 1,050.00
Riser Pipe Assembly (4")	13	EA	\$ 765.00	\$ 9,945.00	\$ 1,045.00	\$ 13,585.00	\$ 1,500.00	\$ 19,500.00	\$ 1,450.00	\$ 18,850.00	\$ 1,350.00	\$ 17,550.00	\$ 650.00	\$ 8,450.00
Flowable Fill	42	LF	\$ 75.00	\$ 3,150.00	\$ 223.00	\$ 9,366.00	\$ 300.00	\$ 12,600.00	\$ 235.00	\$ 9,870.00	\$ 168.00	\$ 7,056.00	\$ 65.00	\$ 2,730.00
Connect to Exist SS	2	EA	\$ 1,875.00	\$ 3,750.00	\$ 750.00	\$ 1,500.00	\$ 5,000.00	\$ 10,000.00	\$ 600.00	\$ 1,200.00	\$ 3,775.00	\$ 7,550.00	\$ 1,600.00	\$ 3,200.00
Site Clearing	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 16,500.00	\$ 16,500.00	\$ 21,085.00	\$ 21,085.00	\$ 4,550.00	\$ 4,550.00	\$ 2,600.00	\$ 2,600.00	\$ 6,000.00	\$ 6,000.00
Contractor Provided Testing	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,175.00	\$ 1,175.00	\$ 1,090.00	\$ 1,090.00	\$ 2,350.00	\$ 2,350.00	\$ 1,100.00	\$ 1,100.00	\$ 1,800.00	\$ 1,800.00
BMP, Install Construction Entrance	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
BMP, Install Silt Fence	250	LF	\$ 1.00	\$ 250.00	\$ 1.92	\$ 480.00	\$ 2.50	\$ 625.00	\$ 2.00	\$ 500.00	\$ 2.00	\$ 500.00	\$ 2.00	\$ 500.00
BMP, Install Ditch Check	3	EA	\$ 200.00	\$ 600.00	\$ 135.00	\$ 405.00	\$ 250.00	\$ 750.00	\$ 120.00	\$ 360.00	\$ 135.00	\$ 405.00	\$ 100.00	\$ 300.00
BMP, Install Inlet Protection	3	EA	\$ 70.00	\$ 210.00	\$ 75.00	\$ 225.00	\$ 125.00	\$ 375.00	\$ 55.00	\$ 165.00	\$ 55.00	\$ 165.00	\$ 100.00	\$ 300.00
BMP, Maintain Inlet Protection	2	EA	\$ 50.00	\$ 100.00	\$ 75.00	\$ 150.00	\$ 50.00	\$ 100.00	\$ 1.00	\$ 2.00	\$ 1.00	\$ 2.00	\$ 200.00	\$ 400.00
Group B Total				\$ 60,325.00		\$ 84,606.00		\$ 135,765.00		\$ 99,207.00		\$ 108,248.00		\$ 73,922.00
Project Total				\$ 104,295.00		\$ 142,562.00		\$ 235,275.00		\$ 185,000.00		\$ 169,138.00		\$ 168,512.00

City of Bel Aire, Kansas



STAFF REPORT

DATE: June 29, 2021
 TO: Ty Lasher, City Manager
 FROM: Anne Stephens, Public Works Director and City Engineer
 RE: Skyview at Block 49, Phase 1 Water Distribution System Bids

Proposal Focus:

Our Mission

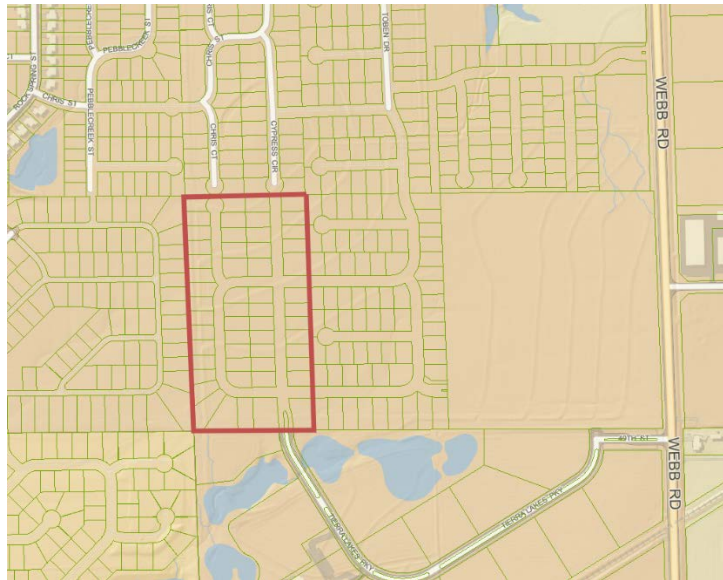
- Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

Our Values

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

Current Situation:

The Developer is continuing to work on developing Phase 1 of Skyview at Block 49.



Goals:

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

Discussion:

Garver designed the water distribution system for Phase 1 of Skyview at Block 49. Bids were accepted on June 29th. Four contractors responded to the solicitation and the results are below.

Contractor	Water
APEX	\$239,311.00
McCullough	\$330,675.00
Mies	\$235,159.00
Nowak	\$249,616.00
Engineer's Estimate	\$172,326.00

Financials:

The cost of these improvements will be financed through a bond and spread as special assessments against the benefiting lots.

Recommendation:

Staff recommends that the City Council accept the bid from Mies for \$235,159.00.

Skyview at Block 49 Phase 1 Water Distribution
Bel Aire, Kansas - Bid Tabulations
6/29/2021

Item	Quantity	Unit	Engineer's Estimate		APEX		Nowak Construction, Inc.		Mies Construction Inc.		McCullough Excavation, Inc.	
			Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
8" PVC Pipe	3536	LF	\$26.00	\$91,936.00	\$37.00	\$130,832.00	\$37.00	\$130,832.00	\$39.00	\$137,904.00	\$60.00	\$212,160.00
8" DICL Pipe	84	LF	\$50.00	\$4,200.00	\$83.00	\$6,972.00	\$83.00	\$6,972.00	\$100.00	\$8,400.00	\$70.00	\$5,880.00
Fire Hydrant Assembly	5	EA	\$3,250.00	\$16,250.00	\$3,800.00	\$19,000.00	\$3,400.00	\$17,000.00	\$4,600.00	\$23,000.00	\$4,272.00	\$21,360.00
Gate Valve Assembly, 8" MJ	10	EA	\$1,250.00	\$12,500.00	\$1,175.00	\$11,750.00	\$1,200.00	\$12,000.00	\$1,300.00	\$13,000.00	\$1,400.00	\$14,000.00
Blowoff Assembly, 2"	2	EA	\$1,000.00	\$2,000.00	\$975.00	\$1,950.00	\$1,500.00	\$3,000.00	\$850.00	\$1,700.00	\$1,005.00	\$2,010.00
Temporary Blowoff Assembly	1	EA	\$750.00	\$750.00	\$975.00	\$975.00	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00	\$1,005.00	\$1,005.00
Sand Backfill, Jet & Vibrate`	234	LF	\$10.00	\$2,340.00	\$10.50	\$2,457.00	\$15.00	\$3,510.00	\$6.00	\$1,404.00	\$13.00	\$3,042.00
Water Service, Long	43	EA	\$750.00	\$32,250.00	\$1,285.00	\$55,255.00	\$1,500.00	\$64,500.00	\$1,000.00	\$43,000.00	\$1,367.00	\$58,781.00
Connect to Existing	2	EA	\$1,000.00	\$2,000.00	\$375.00	\$750.00	\$1,800.00	\$3,600.00	\$500.00	\$1,000.00	\$1,743.00	\$3,486.00
Site Clearing	1	LS	\$3,000.00	\$3,000.00	\$1,650.00	\$1,650.00	\$5,000.00	\$5,000.00	\$25.00	\$25.00	\$5,406.00	\$5,406.00
Site Restoration	1	LS	\$1,000.00	\$1,000.00	\$4,300.00	\$4,300.00	\$1.00	\$1.00	\$25.00	\$25.00	\$500.00	\$500.00
Maintain Existing BMP's	1	LS	\$500.00	\$500.00	\$120.00	\$120.00	\$1.00	\$1.00	\$1.00	\$1.00	\$500.00	\$500.00
Contractor Provided Testing	1	LS	\$3,600.00	\$3,600.00	\$3,300.00	\$3,300.00	\$1,700.00	\$1,700.00	\$1,200.00	\$1,200.00	\$2,545.00	\$2,545.00
		Total		\$172,326.00		\$239,311.00		\$249,616.00		\$235,159.00		\$330,675.00

City of Bel Aire, Kansas



STAFF REPORT

DATE: June 30, 2021
 TO: Ty Lasher, City Manager
 FROM: Anne Stephens, Public Works Director and City Engineer
 RE: Villas at Prestwick, Phase 2 – Water and Sanitary Sewer Bids

Proposal Focus:

Our Mission

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

Our Values

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

Current Situation:

The Developer is ready to begin development of the second phase of the Villas at Prestwick.



Goals:

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

Discussion:

MKEC designed the sanitary sewer collection system and the water distribution system for the Villas at Prestwick, Phase 2. Bids were accepted on June 29th. Six contractors responded to the solicitation and the results are below.

Contractor	Sewer	Water	Total
APEX	\$244,570.00	\$89,230.00	\$333,800.00
Dondlinger	\$223,277.50	\$91,840.00	\$315,117.50
Dutton	\$149,370.00*	\$65,440.00	\$214,810.00
McCullough	\$258,765.00	\$124,140.00	\$382,905.00
Mies	\$335,085.00	\$159,915.00	\$495,000.00
Nowak	\$234,576.00	\$84,671.00	\$319,247.00
Engineer's Estimate	\$170,390.00	\$103,795.00	\$274,185.00

* See attached letter from Contractor regarding Sanitary Sewer bid.

Financials:

The cost of these improvements will be financed through a bond and spread as special assessments against the benefiting lots.

Recommendation:

Staff recommends that the City Council accept the bid from Dutton Construction.

UPDATE: Bids were opened and read aloud at 10:00 am on Tuesday, June 29th. Following the bid opening, MKEC took the bids back to the office to tabulate them and check the math to ensure the bid numbers were correct. Upon checking the math, MKEC did find a minor error with APEX's bid. The correct numbers are shown in the table above and in the extended bid tabulation, attached. The extended bid tabulation was emailed to the City and to all contractors at approximately 3:54 pm. At approximately 4:05 pm, staff received a phone call from Justin Dutton with Dutton Construction regarding an error in his bid. He was asked to write a letter explaining the error and the letter would be included with the staff report for Council consideration.

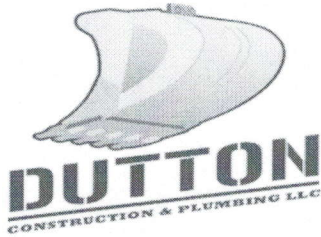
EXTENDED BID TABULATION
SANITARY SEWER AND WATER DISTRIBUTION SYSTEM IMPROVEMENTS PHASE 2
VILLAS AT PRESTWICK ADDITION
BEL AIRE, KANSAS
Bids Received: Tuesday, June 29, 2021, 10:00am

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEERS ESTIMATE		APEX EXCAVATING		DONDLINGER & SONS		DUTTON CONSTRUCTION		MCCULLOUGH EXCAVATING		MIES CONSTRUCTION		NOWAK CONSTRUCTION	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
SECTION I - SANITARY SEWER - PHASE 2																	
1	MH, Standard SS (4')	10	ea	3,500.00	\$ 35,000.00	4,600.00	\$ 46,000.00	4,000.00	\$ 40,000.00	3,600.00	\$ 36,000.00	5,000.00	\$ 50,000.00	6,750.00	\$ 67,500.00	4,550.00	\$ 45,500.00
2	Pipe, SS 8"	1540	lf	25.00	\$ 38,500.00	40.50	\$ 62,370.00	41.00	\$ 63,140.00	31.00	\$ 47,740.00	75.00	\$ 115,500.00	71.00	\$ 109,340.00	55.00	\$ 84,700.00
3	Sand Flush & Vibrate	1475	lf	20.00	\$ 29,500.00	55.00	\$ 81,125.00	36.50	\$ 53,837.50	22.00	\$ 32,450.00	20.00	\$ 29,500.00	46.00	\$ 67,850.00	29.00	\$ 42,775.00
4	Riser Assembly 4", Vertical (Long)	9	ea	1,700.00	\$ 15,300.00	1,475.00	\$ 13,275.00	2,200.00	\$ 19,800.00	845.00	\$ 7,605.00	1,500.00	\$ 13,500.00	2,550.00	\$ 22,950.00	2,600.00	\$ 23,400.00
5	Riser Assembly 4", Vertical (Short)	30	ea	1,200.00	\$ 36,000.00	950.00	\$ 28,500.00	900.00	\$ 27,000.00	750.00	\$ 22,500.00	1,000.00	\$ 30,000.00	1,750.00	\$ 52,500.00	1,000.00	\$ 30,000.00
6	Site Clearing	1	LS	5,590.00	\$ 5,590.00	6,750.00	\$ 6,750.00	12,500.00	\$ 12,500.00	25.00	\$ 25.00	13,922.00	\$ 13,922.00	500.00	\$ 500.00	3,100.00	\$ 3,100.00
7	Site Restoration	1	LS	3,500.00	\$ 3,500.00	150.00	\$ 150.00	750.00	\$ 750.00	25.00	\$ 25.00	500.00	\$ 500.00	500.00	\$ 500.00	1.00	\$ 1.00
8	Seeding, Temporary	1	LS	1,000.00	\$ 1,000.00	2,850.00	\$ 2,850.00	2,500.00	\$ 2,500.00	25.00	\$ 25.00	3,000.00	\$ 3,000.00	5,115.00	\$ 5,115.00	2,200.00	\$ 2,200.00
9	BMP, Construction Entrance	1	ea	1,000.00	\$ 1,000.00	950.00	\$ 950.00	750.00	\$ 750.00	500.00	\$ 500.00	500.00	\$ 500.00	2,350.00	\$ 2,350.00	500.00	\$ 500.00
10	Testing	1	LS	5,000.00	\$ 5,000.00	2,600.00	\$ 2,600.00	3,000.00	\$ 3,000.00	2,500.00	\$ 2,500.00	2,343.00	\$ 2,343.00	6,480.00	\$ 6,480.00	2,400.00	\$ 2,400.00
TOTAL SECTION I SANITARY SEWER - PHASE 2					\$ 170,390.00		\$ 244,570.00		\$ 223,277.50		\$ 149,370.00		\$ 258,765.00		\$ 335,085.00		\$ 234,576.00
SECTION II - WATER DISTRIBUTION SYSTEM - PHASE 2																	
1	Pipe, WL 8"	1235	lf	33.00	\$ 40,755.00	38.00	\$ 46,930.00	40.00	\$ 49,400.00	27.00	\$ 33,345.00	60.00	\$ 74,100.00	72.00	\$ 88,920.00	37.00	\$ 45,695.00
2	Pipe, WL 4"	740	lf	28.00	\$ 20,720.00	20.00	\$ 14,800.00	21.00	\$ 15,540.00	18.00	\$ 13,320.00	25.00	\$ 18,500.00	35.00	\$ 25,900.00	22.00	\$ 16,280.00
3	Pipe, WL 8" (DICL)	20	lf	90.00	\$ 1,800.00	75.00	\$ 1,500.00	50.00	\$ 1,000.00	45.00	\$ 900.00	70.00	\$ 1,400.00	92.00	\$ 1,840.00	136.00	\$ 2,720.00
4	Fire Hydrant Assembly	2	ea	5,000.00	\$ 10,000.00	3,750.00	\$ 7,500.00	3,800.00	\$ 7,600.00	3,850.00	\$ 7,700.00	4,234.00	\$ 8,468.00	7,350.00	\$ 14,700.00	3,525.00	\$ 7,050.00
5	8" Tapping Sleeve & Valve	1	ea	8,500.00	\$ 8,500.00	2,650.00	\$ 2,650.00	3,800.00	\$ 3,800.00	3,200.00	\$ 3,200.00	4,257.00	\$ 4,257.00	6,050.00	\$ 6,050.00	3,425.00	\$ 3,425.00
6	Valve Assembly, 8"	2	ea	2,000.00	\$ 4,000.00	1,500.00	\$ 3,000.00	1,250.00	\$ 2,500.00	1,150.00	\$ 2,300.00	1,328.00	\$ 2,656.00	2,115.00	\$ 4,230.00	1,300.00	\$ 2,600.00
7	Valve Assembly, 4"	5	ea	2,000.00	\$ 10,000.00	950.00	\$ 4,750.00	1,000.00	\$ 5,000.00	825.00	\$ 4,125.00	855.00	\$ 4,275.00	1,175.00	\$ 5,875.00	800.00	\$ 4,000.00
8	Site Clearing	1	LS	2,520.00	\$ 2,520.00	1,250.00	\$ 1,250.00	1,500.00	\$ 1,500.00	25.00	\$ 25.00	8,665.00	\$ 8,665.00	500.00	\$ 500.00	1,500.00	\$ 1,500.00
9	Site Restoration	1	LS	2,000.00	\$ 2,000.00	3,250.00	\$ 3,250.00	3,500.00	\$ 3,500.00	25.00	\$ 25.00	500.00	\$ 500.00	9,650.00	\$ 9,650.00	1.00	\$ 1.00
10	Testing/Cleaning	1	LS	3,500.00	\$ 3,500.00	3,600.00	\$ 3,600.00	2,000.00	\$ 2,000.00	500.00	\$ 500.00	1,319.00	\$ 1,319.00	2,250.00	\$ 2,250.00	1,400.00	\$ 1,400.00
TOTAL SECTION II WATER DISTRIBUTION SYSTEM - PHASE 2					\$ 103,795.00		\$ 89,230.00		\$ 91,840.00		\$ 65,440.00		\$ 124,140.00		\$ 159,915.00		\$ 84,671.00
TOTAL SECTIONS I & II					\$ 274,185.00		\$ 333,800.00		\$ 315,117.50		\$ 214,810.00		\$ 382,905.00		\$ 495,000.00		\$ 319,247.00

BID BOND	X	X	X	X	X
ADDENDUM ACKNOWLEDGED	X	X	X	X	X

Discrepancy 1: Math Error on APEX SS Total by \$20 increase from Bid

****The award of the project to be considered at the July 06, 2021 City Council meeting.**



Re: SS/WDS Villas at Prestwick Project

We are sending this letter regarding our bid for the Villas at Prestwick. After the bid letting, we discovered a math error on our end. It appears that as we were hurrying to fill out our bid form to get it turned in on time, we transposed numbers on the first line item of the SS bid. We wrote on our bid sheet \$3,600.00 per Manhole, but our bidding spreadsheet had them at \$6,300.00 per manhole. We are hoping that you would consider changing this to our intended bid price of \$6,300.00 per manhole.

This would add \$27,000.00 to our bid price of \$214,810.00 and make the contract price our intended bid of \$241,810.00. As you can see, in a rush, these numbers were also easily over looked as they were 214 and 241.

If the change is accepted, the contract price would still be under the engineers estimate, and considerably lower than the next bidder. We would feel very comfortable completing this project at our intended price of \$241,810.00.

As a small business, it would be financially difficult to take the \$27,000 mistake on our end.

Should you have any questions, comments or concerns, please do not hesitate to contact me at (316) 304-7238, or email me at DuttonCP@yahoo.com.

Respectfully submitted,
Dutton Construction and Plumbing LLC

A handwritten signature in black ink, appearing to read "Justin Dutton", with a large, stylized flourish at the end.

Justin Dutton
Owner

City of Bel Aire, Kansas



STAFF REPORT

DATE: June 29, 2021
 TO: Ty Lasher, City Manager
 FROM: Anne Stephens, Public Works Director and City Engineer
 RE: Arterial Street Repairs

Proposal Focus:

Our Mission

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

Our Values

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

Current Situation:

At their March, 30th workshop, Council reviewed a preliminary work plan for 2021, which included thermal crack repairs on Oliver from 37th to 53rd, on Woodlawn from 45th to 53rd, patch repair on Rock Road and on 53rd from Oliver to Woodlawn. In the months following the March 30th Council workshop, staff have received concerns regarding the state of 45th Street from Woodlawn to Rock and included the thermal crack repairs on that street with this bundle of work. With this package, and the work that has already been approved, should take care of the majority of arterial streets within Bel Aire.

Goals:

- To maintain City streets in a safe manner that is consistent with City standards.

Discussion:

Staff reached out to three contractors requesting bids for the repair work.

	PPJ	Kansas Paving	Circle C	Preliminary Estimate of Cost
Thermal Crack Repairs Oliver 37 th to 45 th	\$70,750.00	\$49,680.00	No Bid	\$138,000
Thermal Crack Repairs, Oliver 45 th to 53 rd	\$76,990.00	\$53,620.00	No Bid	
Thermal Crack Repairs, Woodlawn 45 th to 53 rd	\$54,006.00	\$54,870.00	No Bid	\$50,000
Thermal Crack Repairs, 45 th Woodlawn to Rock	\$32,580.00	\$80,240.00	No Bid	\$50,000
Rock Road Patch Work	\$15,300.00	\$28,300.00	No Bid	\$24,000
53 rd Street Patch Work	\$37,480.00	\$46,310.00	No Bid	\$8,500
Total	\$287,106.00	\$313,020.00	No Bid	\$270,500

Financials:

The cost of these improvements will be paid for out of the Capital Improvement Fund from funds set aside for street improvements.

Recommendation:

The City has used both Kansas Paving and PPJ in the past and have had good results with both contractors. Staff recommends that the City Council accept the bid from PPJ for the amount of \$249,626.00 (entire work listed above minus the 53rd Street patch repairs).

Staff acknowledges that 53rd Street is falling apart – particularly in the area of Bristol Hollows and Chapel Landing 3rd. In discussions with the City Manager, a street plan will be presented to Council at their July workshop for discussion. Part of this plan will include the complete reconstruction of 53rd Street to a 2-lane rural section road with improved ditches. City staff believes that we can make marginal improvements to the worst of the areas with hot-mix asphalt and have plans to begin this work as soon as the roadway dries out enough that the asphalt will stick. This will hopefully buy us a few months.



ESTIMATE / CONTRACT

PPJ Construction Inc.
3750 N Old Lawrence Rd.
Wichita, KS. 67219
Tel 316-871 3335
Fax 316 831 0357

Date:	June 23, 2021
Job Location:	53rd St N, from N Woodlawn to N Oliver
ATTN	Tim Aelmore
Address	7651 E Central Park, Bel Aire, KS 67226
Phone / Email	316-744-2888, taelmore@belaire.kscoxmail.com

BASE BID			
CONCEPT	DIMENSION	PRICE	SCOPE OF WORK
Concrete base repairs	Approx. 3285sf	\$29,700.00	Full depth removal of approximate 840sf of damaged asphalt. Stabilize sub-grade where needed, and pour a 6" thick, wire-reinforced concrete base, using high early (36hr) concrete city mix.
Asphalt cap	Approx. 3285sf	\$4,900.00	Install 2" asphalt cap on repairs.
Traffic Control	-	\$1,500.00	Establish a detour at 53rd St. Access to local traffic only, for the duration of the repairs.
Message Boards	2	\$1,380.00	Install 2 message boards, to advice of road closure. 6 days in advance.
SUB TOTAL		\$37,480.00	
TAX			
TOTAL		\$37,480.00	

Net due upon receipt of invoice, after 30 days a late fee will be assessed at the maximum Legal rates on all the unpaid invoices. All materials guarantee to be as specified. All work to be performed in a workman like manner according to standard practices. Extra work or material will be charged on top of this proposal and must be written approval from both parties.

SIGNATURE _____ DATE: _____
Jesus A Solis

ACCEPTANCE:

The above prices, specifications and conditions are satisfactory and are accepted. You are hereby to do the work, as specified. Payments will be made as outlined above.

NAME _____ DATE: _____

SIGNATURE _____

COMPANY _____



ESTIMATE / CONTRACT

PPJ Construction Inc.
3750 N Old Lawrence Rd.
Wichita, KS. 67219
Tel 316-871 3335
Fax 316 831 0357

Date:	June 17, 2021
Job Location:	Rock Road from K254 to 45th St N
ATTN	Tim Aelmore
Address	7651 E Central Park, Bel Aire, KS 67226
Phone / Email	316-744-2888, taelmore@belaire.kscoxmail.com

BASE BID			
CONCEPT	DIMENSION	PRICE	SCOPE OF WORK
Concrete base repairs	Approx 1518sf	\$11,500.00	Full depth removal of approximate 840sf of damaged asphalt. Stabilize sub-grade where needed, and pour a 6" thick, wire-reinforced concrete base, using high early (36hr) concrete city mix.
Asphalt cap	Approx. 1518sf	\$2,300.00	Install 2" asphalt cap on repairs.
Traffic Control	-	\$1,500.00	Establish a detour at 53rd St. Access to local traffic only, for the duration of the repairs.
Message Boards	2	\$1,380.00	Install 2 message boards, to advice of road closure. 6 days in advance.
SUB TOTAL		\$15,300.00	
TAX			
TOTAL		\$15,300.00	

Net due upon receipt of invoice, after 30 days a late fee will be assessed at the maximum Legal rates on all the unpaid invoices. All materials guarantee to be as specified. All work to be performed in a workman like manner according to standard practices. Extra work or material will be charged on top of this proposal and must be written approval from both parties.

SIGNATURE _____ DATE: _____
Jesus A Solis

ACCEPTANCE:

The above prices, specifications and conditions are satisfactory and are accepted. You are hereby to do the work, as specified. Payments will be made as outlined above.

NAME _____ DATE: _____

SIGNATURE _____

COMPANY _____



ESTIMATE / CONTRACT

PPJ Construction Inc.
3750 N Old Lawrence Rd.
Wichita, KS. 67219
Tel 316-871 3335
Fax 316 831 0357

Date:	June 17, 2021
Job Location:	Thermal Crack repairs, 45th from Woodlawn to Rock Rd
ATTN	Tim Aelmore
Address	7651 E Central Park, Bel Aire, KS 67226
Phone / Email	316-744-2888, taelmore@belaire.kscoxmail.com

BASE BID			
CONCEPT	DIMENSION	PRICE	SCOPE OF WORK
Group 4 - 45th (Woodlawn to Rock Rd)	2304ft	\$29,950.00	Mill down 3" thermal cracks. Install new asphalt on heavy coat SS1H tack oil, compact to 94% density using tandem asphalt compactor. Glass grid will be installed on all thermal cracks. Includes all cracks that go from side to side, 3/16" or wider. Cost may vary if not all cracks are to be repaired.
Traffic Control		\$1,250.00	Establish the required traffic control measures, to conduct operations for the duration of the work.
Message Boards	2	\$1,380.00	Installation of 2 message boards (2 per phase), to advice of road work. 6 days in advance.
SUB TOTAL		\$32,580.00	
TAX			
TOTAL		\$32,580.00	

Net due upon receipt of invoice, after 30 days a late fee will be assessed at the maximum Legal rates on all the unpaid invoices. All materials guarantee to be as specified. All work to be performed in a workman like manner according to standard practices. Extra work or material will be charged on top of this proposal and must be written approval from both parties.

SIGNATURE _____ DATE: _____
Jesus A Solis

ACCEPTANCE:

The above prices, specifications and conditions are satisfactory and are accepted. You are hereby to do the work, as specified. Payments will be made as outlined above.

NAME _____ DATE: _____

SIGNATURE _____

COMPANY _____



ESTIMATE / CONTRACT

PPJ Construction Inc.
3750 N Old Lawrence Rd.
Wichita, KS. 67219
Tel 316-871 3335
Fax 316 831 0357

Date:	June 17, 2021
Job Location:	Thermal Crack repairs, Oliver from 37th to 45th
ATTN	Tim Aelmore
Address	7651 E Central Park, Bel Aire, KS 67226
Phone / Email	316-744-2888, taelmore@belaire.kscoxmail.com

BASE BID			
CONCEPT	DIMENSION	PRICE	SCOPE OF WORK
Group 1 - Oliver (37th to 45th)	5240ft	\$68,120.00	Mill down 3" thermal cracks. Install new asphalt on heavy coat SS1H tack oil, compact to 94% density using tandem asphalt compactor. Glass grid will be installed on all thermal cracks. Includes all cracks that go from side to side, 3/16" or wider. Cost may vary if not all cracks are to be repaired.
Traffic Control		\$1,250.00	Establish the required traffic control measures, to conduct operations. Includes all phases, for the duration of the work.
Message Boards	2	\$1,380.00	Installation of 8 message boards (2 per phase), to advice of road work. 6 days in advance.
SUB TOTAL		\$70,750.00	
TAX			
TOTAL		\$70,750.00	

Net due upon receipt of invoice, after 30 days a late fee will be assessed at the maximum Legal rates on all the unpaid invoices. All materials guarantee to be as specified. All work to be performed in a workman like manner according to standard practices. Extra work or material will be charged on top of this proposal and must be written approval from both parties.

SIGNATURE _____ DATE: _____
Jesus A Solis

ACCEPTANCE:

The above prices, specifications and conditions are satisfactory and are accepted. You are hereby to do the work, as specified. Payments will be made as outlined above.

NAME _____ DATE: _____

SIGNATURE _____

COMPANY _____



ESTIMATE / CONTRACT

PPJ Construction Inc.
 3750 N Old Lawrence Rd.
 Wichita, KS. 67219
 Tel 316-871 3335
 Fax 316 831 0357

Date:	June 17, 2021
Job Location:	Thermal Crack repairs, Oliver from 45th to 53rd
ATTN	Tim Aelmore
Address	7651 E Central Park, Bel Aire, KS 67226
Phone / Email	316-744-2888, taelmore@belaire.kscoxmail.com

BASE BID			
CONCEPT	DIMENSION	PRICE	SCOPE OF WORK
Group 2 - Oliver (45th to 53rd)	5720ft	\$74,360.00	Mill down 3" thermal cracks. Install new asphalt on heavy coat SS1H tack oil, compact to 94% density using tandem asphalt compactor. Glass grid will be installed on all thermal cracks. Includes all cracks that go from side to side, 3/16" or wider. Cost may vary if not all cracks are to be repaired.
Traffic Control		\$1,250.00	Establish the required traffic control measures, to conduct operations. Includes all phases, for the duration of the work.
Message Boards	2	\$1,380.00	Installation of 2 message boards (2 per phase), to advice of road work. 6 days in advance.
SUB TOTAL		\$76,990.00	
TAX			
TOTAL		\$76,990.00	

Net due upon receipt of invoice, after 30 days a late fee will be assessed at the maximum Legal rates on all the unpaid invoices. All materials guarantee to be as specified. All work to be performed in a workman like manner according to standard practices. Extra work or material will be charged on top of this proposal and must be written approval from both parties.

SIGNATURE _____ DATE: _____
 Jesus A Solis

ACCEPTANCE:

The above prices, specifications and conditions are satisfactory and are accepted. You are hereby to do the work, as specified. Payments will be made as outlined above.

NAME _____ DATE: _____



ESTIMATE / CONTRACT

PPJ Construction Inc.
3750 N Old Lawrence Rd.
Wichita, KS. 67219
Tel 316-871 3335
Fax 316 831 0357

Date:	June 17, 2021
Job Location:	Thermal Crack repairs, Woodlawn from 45th to 53rd
ATTN	Tim Aelmore
Address	7651 E Central Park, Bel Aire, KS 67226
Phone / Email	316-744-2888, taelmore@belaire.kscoxmail.com

BASE BID			
CONCEPT	DIMENSION	PRICE	SCOPE OF WORK
Group 3 - Woodlawn (45th to 53rd)	3952ft	\$51,376.00	Mill down 3" thermal cracks. Install new asphalt on heavy coat SS1H tack oil, compact to 94% density using tandem asphalt compactor. Glass grid will be installed on all thermal cracks. Includes all cracks that go from side to side, 3/16" or wider. Cost may vary if not all cracks are to be repaired.
Traffic Control		\$1,250.00	Establish the required traffic control measures, to conduct operations. Includes all phases, for the duration of the work.
Message Boards	2	\$1,380.00	Installation of 2 message boards (2 per phase), to advice of road work. 6 days in advance.
SUB TOTAL		\$54,006.00	
TAX			
TOTAL		\$54,006.00	

Net due upon receipt of invoice, after 30 days a late fee will be assessed at the maximum Legal rates on all the unpaid invoices. All materials guarantee to be as specified. All work to be performed in a workman like manner according to standard practices. Extra work or material will be charged on top of this proposal and must be written approval from both parties.

SIGNATURE _____ DATE: _____
Jesus A Solis

ACCEPTANCE:

The above prices, specifications and conditions are satisfactory and are accepted. You are hereby to do the work, as specified. Payments will be made as outlined above.

NAME _____ DATE: _____

SIGNATURE _____

COMPANY _____

ESTIMATE DATE: 6/22/2021



Tim Aelmore
City of Bel-Aire - Public Works Dept.

City of Bel-Aire - Thermal Crack Repair (Oliver South)
Oliver (37th to 45th Street)
Bel Aire, KS 67226

<http://www.kansaspaving.com>

Thermal Crack Repair Proposal:

1. Thermal crack repair approx. 3,750 LF hot laid per City of Wichita Specifications.
2. Traffic control as needed.

Lump Sum Total: \$49,680.00

NOTE: Proposals are tied.

EXCLUDES

Damage of/to existing paving, damage to landscaping, damage or moving of underground utilities, liability for any underground utility damage, drainage issues, site clearing and car removal, seeding, joint sealing, concrete, pavement markings, bonds, tax, permits, crushed concrete/geogrid reinforcing, sealing, emulsion/tack over spray liability.

INCLUDES

Hauling of material, one mobilization (Additional mobilizations are \$750)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in substantial workmanlike manner for the sum of: (\$Forty-nine thousand, six hundred eighty dollars and 00/100).

Any quantities not correct on this estimate will be amended by dividing quantity into total price to determine unit price for any add adjustments. All dimension changes will be dealt with similarly. Work completed on existing conditions are not warranted beyond the date of completion.


Payments to be made as follows: In full upon completion, draws if needed. Finance charges will be charged at 18% maximum allowable rate by law not meeting these terms. All attorney fees and collection costs shall be paid by property owner. Kansas Paving follows Kansas Fairness in Private Construction Contract Act.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner will maintain personal (fire, tornado, etc.) property insurance during work. Public Liability Insurance on above work provided by Kansas Paving.

By signing this contract you are agreeing to hold harmless and indemnify Kansas Paving, its successors and assign from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney's fees, courts and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around as a proximate result of acts or omissions of Kansas Paving, its agents or successor and agrees to hold Kansas Paving harmless. In the event of a claim being filed, Kansas Paving shall have the right to settle, compromise, and/or defend the same.

Note - This proposal may be withdrawn by us if not accepted within 30 days.

Sincerely,
Kansas Paving


Peter Ferley
Estimator

Acceptance: As an authorized agent for the above, I accept this proposal for \$_____.

Signature:_____ Date:_____.

ESTIMATE DATE: 6/22/2021



Tim Aelmore
City of Bel-Aire - Public Works Dept.

City of Bel-Aire - Thermal Crack Repair (Oliver North)
Oliver (45th to 53rd Street)
Bel Aire, KS 67226

<http://www.kansaspaving.com>

Thermal Crack Repair Proposal:

1. Thermal crack repair approx. 4,245 LF hot laid per City of Wichita Specifications.
2. Traffic control as needed.

Lump Sum Total: \$53,620.00

NOTE: Proposals are tied.

EXCLUDES

Damage of/to existing paving, damage to landscaping, damage or moving of underground utilities, liability for any underground utility damage, drainage issues, site clearing and car removal, seeding, joint sealing, concrete, pavement markings, bonds, tax, permits, crushed concrete/geogrid reinforcing, sealing, emulsion/tack over spray liability.

INCLUDES

Hauling of material, one mobilization (Additional mobilizations are \$750)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in substantial workmanlike manner for the sum of: (\$Fifty-three thousand, six hundred twenty dollars and 00/100).

Any quantities not correct on this estimate will be amended by dividing quantity into total price to determine unit price for any add adjustments. All dimension changes will be dealt with similarly. Work completed on existing conditions are not warranted beyond the date of completion.


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Note - This proposal may be withdrawn by us if not accepted within 30 days.

Sincerely,
Kansas Paving


Peter Ferley
Estimator

Acceptance: As an authorized agent for the above, I accept this proposal for \$_____.

Signature:_____ Date:_____.

ESTIMATE DATE: 6/22/2021

Section XI, Item M.



Tim Aelmore
City of Bel-Aire - Public Works Dept.

City of Bel-Aire - Thermal Crack Repair (45th Street)
45th Street (Woodlawn to Rock)
Bel Aire, KS 67226

<http://www.kansaspaving.com>

Thermal Crack Repair Proposal:

1. Thermal crack repair approx. 3,044 LF hot laid per City of Wichita Specifications.
2. Traffic control as needed.

Lump Sum Total: \$80,240.00

NOTE: Proposals are tied.

EXCLUDES

Damage of/to existing paving, damage to landscaping, damage or moving of underground utilities, liability for any underground utility damage, drainage issues, site clearing and car removal, seeding, joint sealing, concrete, pavement markings, bonds, tax, permits, crushed concrete/geogrid reinforcing, sealing, emulsion/tack over spray liability.

INCLUDES

Hauling of material, one mobilization (Additional mobilizations are \$750)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in substantial workmanlike manner for the sum of: (\$Eighty thousand, two hundred forty dollars and 00/100).

Any quantities not correct on this estimate will be amended by dividing quantity into total price to determine unit price for any add adjustments. All dimension changes will be dealt with similarly. Work completed on existing conditions are not warranted beyond the date of completion.

Payments to be made as follows: In full upon completion, draws if needed. Finance charges will be charged at 18% maximum allowable rate by law not meeting these terms. All attorney fees and collection costs shall be paid by property owner. Kansas Paving follows Kansas Fairness in Private Construction Contract Act.

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Note - This proposal may be withdrawn by us if not accepted within 30 days.

Sincerely,
Kansas Paving


Peter Ferley
Estimator

Acceptance: As an authorized agent for the above, I accept this proposal for \$_____.

Signature:_____ Date:_____.

ESTIMATE DATE: 6/22/2021

Section XI, Item M.



Tim Aelmore
City of Bel-Aire - Public Works Dept.

City of Bel-Aire - Thermal Crack Repair (Woodlawn)
Woodlawn (45th to 53rd Street)
Bel Aire, KS 67226

<http://www.kansaspaving.com>

Thermal Crack Repair Proposal:

1. Thermal crack repair approx. 4,280 LF hot laid per City of Wichita Specifications.
2. Traffic control as needed.

Lump Sum Total: \$54,870.00

NOTE: Proposals are tied.

EXCLUDES

Damage of/to existing paving, damage to landscaping, damage or moving of underground utilities, liability for any underground utility damage, drainage issues, site clearing and car removal, seeding, joint sealing, concrete, pavement markings, bonds, tax, permits, crushed concrete/geogrid reinforcing, sealing, emulsion/tack over spray liability.

INCLUDES

Hauling of material, one mobilization (Additional mobilizations are \$750)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in substantial workmanlike manner for the sum of: (\$Fifty-four thousand, eight hundred seventy dollars and 00/100).

Any quantities not correct on this estimate will be amended by dividing quantity into total price to determine unit price for any add adjustments. All dimension changes will be dealt with similarly. Work completed on existing conditions are not warranted beyond the date of completion.

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Note - This proposal may be withdrawn by us if not accepted within 30 days.

Sincerely,
Kansas Paving


Peter Ferley
Estimator

Acceptance: As an authorized agent for the above, I accept this proposal for \$_____.

Signature:_____ Date:_____.

ESTIMATE DATE: 6/22/2021

Section XI, Item M.



Tim Aelmore
City of Bel-Aire - Public Works Dept.

City of Bel-Aire - Patching (53rd Street)
53rd Street (Woodlawn to Oliver)
Bel Aire, KS 67226

<http://www.kansaspaving.com>

Patching Proposal:

1. Remove failed asphalt paving approx. 3,285 SF per City of Wichita Specifications.
2. Supply, spread, and compact crushed concrete approx. 3,285 SF per City of Wichita Specifications.
3. Place concrete approx. 3,285 SF reinforced concrete paving per City of Wichita Specifications.
4. Place asphalt approx. 3,285 SF hot laid asphalt per City of Wichita Specifications.
5. Traffic control as needed.

Lump Sum Total: \$46,310.00

NOTE: Proposals are tied.

EXCLUDES

Damage of/to existing paving, damage to landscaping, damage or moving of underground utilities, liability for any underground utility damage, drainage issues, site clearing and car removal, seeding, sealing, pavement markings, bonds, tax, permits, crushed concrete/geogrid reinforcing, emulsion/tack over spray liability.

INCLUDES

Hauling of material, one mobilization (Additional mobilizations are \$750)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in substantial workmanlike manner for the sum of: (\$Forty-six thousand, three hundred ten dollars and 00/100) Plus app. sales tax and cost of permits.

Any quantities not correct on this estimate will be amended by dividing quantity into total price to determine unit price for any add adjustments. All dimension changes will be dealt with similarly. Work completed on existing conditions are not warranted beyond the date of completion.

Payments to be made as follows: In full upon completion, draws if needed. Finance charges will be charged at 18% maximum allowable rate by law not meeting these terms. All attorney fees and collection costs shall be paid by property owner. Kansas Paving follows Kansas Fairness in Private Construction Contract Act.

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By signing this contract you are agreeing to hold harmless and indemnify Kansas Paving, its successors and assign from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney's fees, courts and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around as a proximate result of acts or omissions of Kansas Paving, its agents or successor and agrees to hold Kansas Paving harmless. In the event of a claim being filed, Kansas Paving shall have the right to settle, compromise, and/or defend the same.

Note - This proposal may be withdrawn by us if not accepted within 30 days.

Sincerely,
Kansas Paving


Peter Ferley

Estimator

Acceptance: As an authorized agent for the above, I accept this proposal for \$_____.

Signature:_____ Date:_____.

ESTIMATE DATE: 6/22/2021



Tim Aelmore
City of Bel-Aire - Public Works Dept.

City of Bel-Aire - Patching (Rock Road)
Rock Road (45th to K-254)
Bel Aire, KS 67226

<http://www.kansaspaving.com>

Patching Proposal:

1. Remove failed asphalt paving approx. 1,518 SF per City of Wichita Specifications.
2. Supply, spread, and compact crushed concrete approx. 1,518 SF per City of Wichita Specifications.
3. Place concrete approx. 1,518 SF reinforced concrete paving per City of Wichita Specifications.
4. Place asphalt approx. 1,518 SF hot laid asphalt per City of Wichita Specifications.
5. Traffic control as needed.

Lump Sum Total: \$28,300.00

NOTE: Proposals are tied.

EXCLUDES

Damage of/to existing paving, damage to landscaping, damage or moving of underground utilities, liability for any underground utility damage, drainage issues, site clearing and car removal, seeding, sealing, pavement markings, bonds, tax, permits, crushed concrete/geogrid reinforcing, emulsion/tack over spray liability.

INCLUDES

Hauling of material, one mobilization (Additional mobilizations are \$750)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in substantial workmanlike manner for the sum of: (\$Twenty-eight thousand, three hundred dollars and 00/100) Plus app. sales tax and cost of permits.

Any quantities not correct on this estimate will be amended by dividing quantity into total price to determine unit price for any add adjustments. All dimension changes will be dealt with similarly. Work completed on existing conditions are not warranted beyond the date of completion.


Payments to be made as follows: In full upon completion, draws if needed. Finance charges will be charged at 18% maximum allowable rate by law not meeting these terms. All attorney fees and collection costs shall be paid by property owner. Kansas Paving follows Kansas Fairness in Private Construction Contract Act.

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By signing this contract you are agreeing to hold harmless and indemnify Kansas Paving, its successors and assign from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney's fees, courts and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around as a proximate result of acts or omissions of Kansas Paving, its agents or successor and agrees to hold Kansas Paving harmless. In the event of a claim being filed, Kansas Paving shall have the right to settle, compromise, and/or defend the same.

Note - This proposal may be withdrawn by us if not accepted within 30 days.

Sincerely,
Kansas Paving


Peter Ferley
Estimator

Acceptance: As an authorized agent for the above, I accept this proposal for \$_____.

Signature:_____ Date:_____.

City of Bel Aire, Kansas



STAFF REPORT

DATE: June 30, 2021
 TO: Ty Lasher, City Manager
 FROM: Anne Stephens, Public Works Director
 RE: Woodlawn – 37th to 45th Utility Relocation Project, Change Order 2

Proposal Focus:

Our Mission

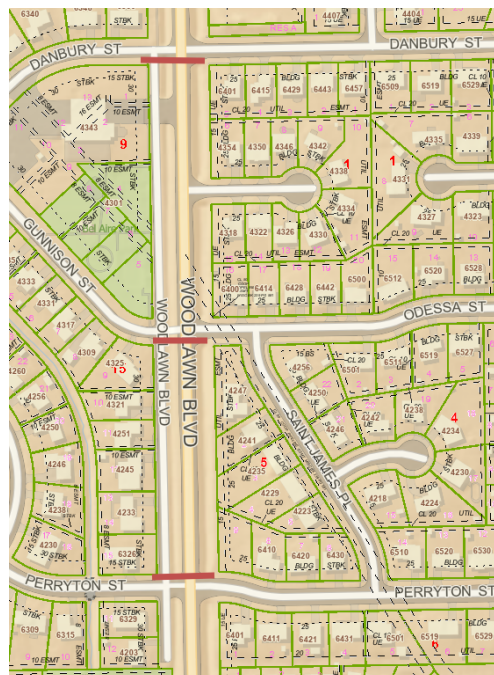
- Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

Our Values

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

Current Situation:

Water lines 2 – 4 were originally planned on being directional drilled (i.e. bored) under Woodlawn. After evaluation of site conditions with respect to existing utilities, the narrow corridor of public land to utilize and the ground water conditions, the ability to bore the water lines underneath Woodlawn was determined to have an unacceptable level of risk associated with it. After consulting with the construction team, including the design engineer, construction engineer and contractor, City Staff directed the contractor to prepare a change order for closing Woodlawn and installing the three water line crossing via the open cut method.



Goals:

- To maintain the City in a safe manner that is consistent with City standards.

Discussion:

Change Order No. 2 includes \$63,750.10 in deducts of quantities used for the directional drilling that will no longer be utilized, it includes an additional \$92,825.00 for items related to open cutting the pipes across Woodlawn (removal of existing pavement, trenching, shoring, flushed and vibrated sand backfill, connection to existing water lines, removal of the existing water line and temporary asphalt pavement). Traffic control is being provided for the complete closure of Woodlawn and the installation of detours around the work site for \$23,250.00. This equates to a net additional cost of \$52,324.90. The Contractor is also asking for an additional 30 working days to complete this work as the installation method of open cutting takes considerably longer than directional drilling.

Dondlinger is planning on performing this work in two phases. The first phase is the installation of waterlines 2 and 3 (Perryton and Odessa). The second phase is the installation of waterline 4 at Danbury. Splitting this work into two phases allows access at all times to Woodlawn Court, which is in the middle of the work. The proposed traffic control plans are included as an attachment to the change order.

There was discussion about deleting this work from the contract and adding it into the KDOT project, but we did not want to make any changes to the KDOT project at this point as we did not want to jeopardize the current bid date of September 22nd.

Financials:

All of the work considered in this change order directly benefits the City of Bel Aire and is being performed on Bel Aire owned infrastructure. The additional costs associated with this change order will be included in the contract costs for the Woodlawn Utility Relocations and will be paid for with temporary note proceeds. After three years, the temporary note will be refinanced with a GO Bond and the City's Utility Funds will pay annual debt service payments over the next 20 years.

Recommendation:

Staff recommends that the City Council accept Change Order No. 2 for \$52,324.90 and grant Dondlinger an additional 30 working days to complete this work.

Construction Contract Change Order

Project: Water & Sanitary Sewer Improvements for Woodlawn Ave. Reconstruction (37th to 45th) Woodlawn Ave. - 37th to 45th Garver Job No. 19C07000	Change Order No. 2 Date Prepared: June 29, 2021 Prepared by: Dakota Zimmerman
Owner: City of Bel Aire 7651 E. Central Park Ave. Bel Aire, KS	Contractor: Dondlinger Construction 2656 S. Sheridan St Ave. Wichita, KS 67217

Description of Work Included in Contract

Relocating existing utilities to accommodate the reconstruction of Woodlawn Avenue.

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

- Water Lines 2-4. These lines were originally planned to be bored under Woodlawn. After evaluation on site with the existing utilities, narrow corridor, and groundwater the boring was deemed to be un-constructable without damaging the existing utilities. Direction was given to open-cut these water lines across Woodlawn. The items below outline the deducts & additions to complete this additional work.
- A. Traffic Control for the closure of Woodlawn per the phasing plan show. This also includes two message boards to notify the public.
- C. Message Boards for public notification.
- D. We will utilize the current contract line item (Bel Aire Water #22) to place asphalt back after the water lines are installed. This is a place holder as these additional quantities will make this line item overrun the original contract quantity.



Attachments: Dondlinger CO #02 / Dondlinger Phasing Plan

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
A.	1	Pipe, WL 8" DI CL	LF	77.0	\$75.00	71.5	\$75.00	\$5,775.00	\$5,362.50
A.	2	Pipe, WL 8"	LF	2052.0	\$61.00	1686.2	\$61.00	\$125,172.00	\$102,858.20
A.	13	Connect to Existing Pipe	EA	19.0	\$1,900.00	13.0	\$1,900.00	\$36,100.00	\$24,700.00
A.	16	Street Crossing by Directional Drilling 8"	LF	430.0	\$120.00	201.7	\$120.00	\$51,600.00	\$24,204.00
A.	21	Pipe Abandoned in Place	LF	2129.0	\$6.00	1757.7	\$6.00	\$12,774.00	\$10,546.20
A.	CO #02A	Open Cut Pipe, WL 8" & Remove Existing	LF	0.0	\$0.00	371.3	\$250.00	\$0.00	\$92,825.00
B.	CO #02B	Traffic Control for Woodlawn Closure	LS	0	\$0.00	1	\$18,750.00	\$0.00	\$18,750.00
C.	CO #02C	Message Boards	EADA	0	\$0.00	45	\$100.00	\$0.00	\$4,500.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00

Summation of Cost **\$231,421.00**
\$283,745.90
Net Cost for this Change Order **\$52,324.90**

Estimated Project Cost		Time Change	
Estimated Project Cost		Contract Start Date	
Original Contract Amount	\$751,593.00	Original Contract Time (calendar days)	March 1, 2021
Previously Approved Changes	\$80,461.00	Previously Approved Changes (calendar days)	75
This Change Order	\$52,324.90	Additional Contract Time This Change Order (calendar days)	15
New Contract Amount	\$884,378.90	Suspended Time (calendar days)	30
		New Construction Completion Date	

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver	 Digitally signed by Dakota G. Zimmerman Date: 2021.06.30 12:54:51-05'00' _____ Engineer's Signature	Project Manager 6/30/21 _____ Title Date
ACCEPTED BY CONTRACTOR	 _____ Contractor's Signature	Project Manager 6/30/21 _____ Title Date
APPROVED BY OWNER	_____ Owner's Signature	_____ Title Date

June 29, 2021

Garver
 Attn: Dakota Zimmerman, PE
 Resident Engineer

Ref: Woodlawn 37th to 45th – Utility Relocations (REVISED)

Dear Dakota:

As requested, we have tabulated costs to modify the installation of Waterline 2, 3 and 4 from directional drill to open cut. The total cost for this change is **\$52,324.90**. The following is a breakdown on the costs for lines 2, 3 and 4:

Traffic Control

New Item – Traffic Control – Closure of Woodlawn	1 Lump Sum	\$18,750.00
New Item – Message Boards (2 each)	45 Days @ \$100.00/Day	\$ 4,500.00

Line #2

Deducts:

Item No 2 – Pipe, WL 8"	82.8 LF @ \$61.00/LF	<\$5,050.80>
Item No 13 – Connect to Existing Pipe	2.0 Each @ \$1,900.00/Each	<\$3,800.00>
Item No 16 – Street Crossing by Directional Drill 8"	55.2 LF @ \$120.00/LF	<\$6,624.00>
Item No 21 – Pipe Abandoned in Place	82.8 LF @ \$6.00/LF	<\$ 496.80>
	TOTAL DEDUCT – Line #2	<\$15,971.60>

Add:

New Item – Open Cut Pipe, WL 8" & Remove Existing	82.8 LF @ \$250.00/LF	\$20,700.00
	Total Add – Line #2	\$ 4,728.40

Line #3

Deducts:

Item No 1 – Pipe, WL 8" DICL	5.5 LF @ \$75.00/LF	<\$ 412.50>
Item No 2 – Pipe, WL 8"	155.0 LF @ \$61.00/LF	<\$ 9,455.00>
Item No 13 – Connect to Existing Pipe	2.0 Each @ \$1,900.00/Each	<\$ 3,800.00>
Item No 16 – Street Crossing by Directional Drill 8"	86.5 LF @ \$120.00/LF	<\$10,380.00>
Item No 21 – Pipe Abandoned in Place	160.5 LF @ \$6.00/LF	<\$ 963.00>
	TOTAL DEDUCT – Line #3	<\$25,010.50>

Add:

New Item – Open Cut Pipe, WL 8" & Remove Existing	160.5 LF @ \$250.00/LF	\$40,125.00
	Total Add – Line #3	\$15,114.50

Line #4**Deduct:**

Item No 1 – Pipe, WL 8"	128.0 LF @ \$61.00/LF	<\$ 7,808.00>
Item No 13 – Connect to Existing Pipe	2.0 Each @ \$1,900.00/Each	<\$ 3,800.00>
Item No 16 – Street Crossing by Directional Drill 8"	86.6 LF @ \$120.00/LF	<\$10,392.00>
Item No 21 – Pipe Abandoned in Place	128.0 LF @6.00/LF	<\$ 768.00>
Total Deduct – Line #4		<\$22,768.00>

Add:

New Item – Open Cut Pipe, WL 8" & Remove Existing	128.0 LF @ \$250.00/LF	\$32,000.00
Total Add – Line #4		\$9,232.00

Total Add for this Change Order \$52,324.90**Total of 30 working days for additional work****Inclusions:**

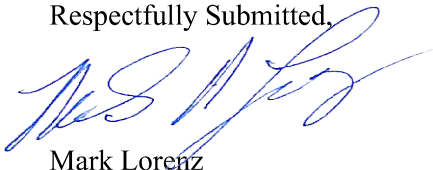
Traffic Control includes Closure of Woodlawn with limited access to Woodlawn Court.
 Traffic Control includes design of detour route and signage
 The open cut Pipe, WL 8" & Remove existing includes the required pipe connections

Exclusions:

Full depth asphalt pavement patch will be paid per bid unit prices
 Contaminated soil remediation
 Engineering
 Surveying
 Landscaping
 SWPPP
 Permits

If you have any questions, please feel free to email me at mlorenz@dondlingerconst.com or contact me at 316-680-3446.

Respectfully Submitted,



Mark Lorenz
 Dondlinger Construction

WATER AND SANITARY SEWER IMPROVEMENTS FOR WOODLAWN AVENUE RECONSTRUCTION FROM 37TH ST. N. TO 45TH ST. N.

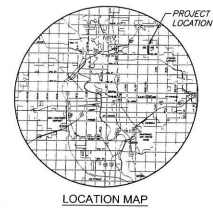
SEDGWICK COUNTY
CITY OF BELAIRE

20 WORKING
DAYS

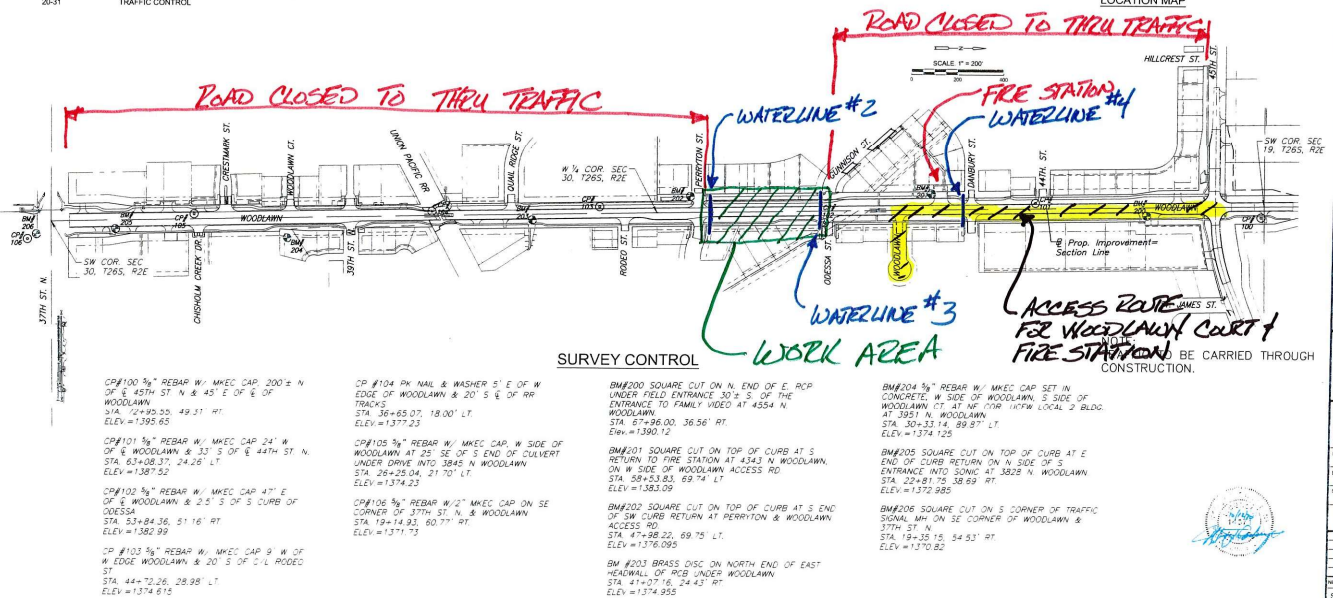
PHASE 1

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES AND QUANTITY SUMMARY
3	KEY MAP
4-5	SANITARY SEWER PLAN AND PROFILES
6	SANITARY SEWER DETAILS & MANHOLE LINING
7-14	WATER LINE PLAN AND PROFILES
15	WATER POINT REPAIR PLAN
16-17	WATER LINE DETAILS
18-19	TYPICAL EROSION CONTROL PLANS AND DETAILS
20-31	TRAFFIC CONTROL



LOCATION MAP



WATER AND SANITARY SEWER IMPROVEMENTS FOR
WOODLAWN - 37TH ST. N. TO 45TH ST. N.
BELAIRE, KS

TITLE

PROJECT NO	18541		
DATE	10/12/2020		
SCALE	1"=200'		
DESIGNED	DRAWN	CHECKED	
JTC	DM	JRA	
C	REVISION	DATE	
SHEET NO			
1 OF 31			

WATER AND SANITARY SEWER IMPROVEMENTS FOR WOODLAWN AVENUE RECONSTRUCTION - FROM 37TH ST. N. TO 45TH ST. N.

SEDGWICK COUNTY
CITY OF BEL AIRE

PHASE 2

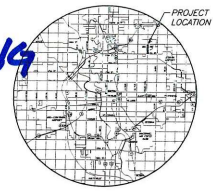


WOOD, KS - 316-924-8020

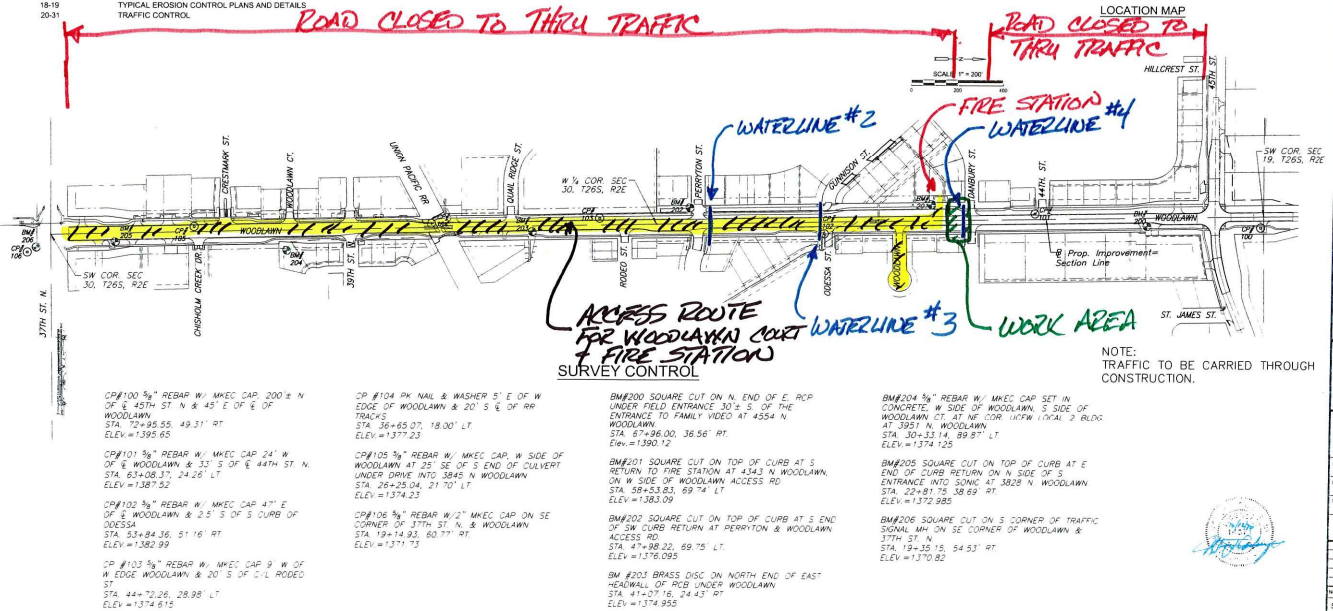
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18-19	TYPICAL EROSION CONTROL PLANS AND DETAILS
20-31	TRAFFIC CONTROL

10 WORKING DAYS



LOCATION MAP



NOTE:
TRAFFIC TO BE CARRIED THROUGH
CONSTRUCTION.

WATER AND SANITARY SEWER IMPROVEMENTS FOR
WOODLAWN - 37TH ST. N. TO 45TH ST. N.
BEL AIRE, KS

TITLE

PROJECT NO	18541	
DATE	10/12/2020	
SCALE	1"=200'	
DESIGNED	DRAWN	CHECKED
JTC	DM	JRA
NO	REVISION	DATE
SHEET NO		
1 OF 31		

City of Bel Aire, Kansas



STAFF REPORT

DATE: June 28, 2021
TO: Ty Lasher, City Manager
FROM: Anne Stephens, Public Works Director and City Engineer
RE: Rock Road Lift Station Lining

Proposal Focus:

Our Mission

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

Our Values

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

Current Situation:

At their March, 30th workshop, Council reviewed a preliminary work plan for 2021, which included lining the Rock Road lift station wet well with an epoxy liner.

Goals:

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

Discussion:

Staff reached out to two contractors requesting bids for cleaning and installing a protective liner in the wet well of the Rock Road lift station. This liner will help protect the concrete structure of the lift station from the sewer gasses. The bids are presented below.

Contractor	Total Bid
UMC	\$27,480.00
Mayer	\$26,480.00
Preliminary Opinion of Cost	\$25,000

Financials:

The cost of these improvements will be paid for out of the Lift Station Operations line item in the sanitary sewer budget. This line item currently has a balance of \$42,885.61.

Recommendation:

The City has used both UMC and Mayer in the past and have had good results with both contractors and their products. Staff recommends that the City Council accept the bid from Mayer for the amount of \$26,480.00.

Date: June 23, 2021

To: City of Bel Aire, KS

Attn: Tim Aelmore taelmore@belaire.kscoxmail.com

Ref: **5005 N Rock Rd Lift Station Bypass & Epoxy Lining**

Utility Maintenance Contractors, LLC (UMC) places our employee's safety as our top priority on every job, every day. Through safe work practices we can continue to ensure our employee's safety and the safety of those around them. We emphasize that production is a result of working safe. UMC will be responsible for providing its employees with all required safety equipment and conducting regular maintenance and inspection of that equipment.

UMC will meet all minimum industry standards for safety related to this work including but not limited to; PPE, confined space, first aid/CPR/AED training, material handling, ventilation and air monitoring. All onsite UMC employees will follow all OWNER established rules, policies and guidelines regarding safety and security.

1. UMC proposes to provide the labor, supervision, equipment and material to complete the following tasks:

Lift Station Bypass & Epoxy Lining:

- a. UMC will set up bypass pumping out of the MH directly South of the wet well and discharge into the valve vault directly North of the wet well utilizing the existing 6-inch connection in the valve vault. UMC has allowed for approximately 20 feet of vertical elevation gain to overcome for the force main and a maximum sewage flow of 100,000 GPD based on information provided by Tim Aelmore. Depending on phasing, UMC may utilize existing lift station pumps periodically and at night throughout the project.
- b. Once the lift station is bypassed, UMC will utilize 5,000 psi pressure washers and a vac truck to wash down the lift station interior and clean out the contents of the lower chamber of the lift station prior to beginning coating prep and application. UMC plans to dump debris at a nearby location provided by the City.
- c. UMC will then prep the interior concrete surfaces of the lift station by sandblasting to remove the existing gray coating. UMC will also sandblast the two (2) 8-in. vertical pipes in the wet well to a near-white metal blast to remove rust and provide the proper surface profile prior to coating.
- d. UMC will apply Raven 405, a high-build, high-performance, 100% solids epoxy lining designed to provide corrosion protection and structural enhancement of concrete and steel in industrial wastewater environments. This coating will be applied to all previously

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prepared concrete and steel at approximately 125 mils dry film thickness per the manufacturer’s product data sheets and recommendations.

- e. The approximate dimensions of the lift station being referenced are 8’ø x 26’ deep.
 - f. UMC will adhere to all manufacturer recommendations during the entire coating process, including the final coat inspection and any touch-ups if required.
 - g. UMC will then pull bypass and allow lift station to resume normal operations. Lift station startup will be the responsibility of the City. UMC anticipates approximately 1 week to complete this project, weather depending.
2. UMC will honor the following price for 30 calendar days from the time this proposal has been submitted. UMC’s price is:

Item	Description	Qty	U.O.M.	Extended Price
1	Lift Station Bypass & Epoxy Lining	1	Lump Sum	\$ 27,480.00

3. UMC’s proposal includes the following qualifications:
- a. CITY to provide clean water at a nearby source for surface prep activities at no cost to UMC
 - b. CITY to provide uninterrupted access to the work areas for the duration of the project
 - c. Disposal of debris created during UMC work to be disposed of at a nearby sewage disposal location at no cost to UMC
4. UMC’s proposal excludes:
- a. All taxes, please provide a project tax-exempt certificate or add tax to the proposed price
 - b. Bonding (bid, performance, payment, assurance, statutory)
 - c. Davis Bacon wage rates
 - d. Special insurance, permits and fees
 - e. Traffic control
 - f. Remediation, hauling or disposal of any hazardous materials discovered during UMC work
 - g. Providing as-built drawings once work is complete
 - h. Winter weather or any other weather controls
 - i. Removal or replacement of any equipment from the structure(s) being lined
 - j. Infiltration or groundwater control or remediation during construction activities
 - k. Liability for any release or leaking of City sewage throughout the duration of the project
 - l. Night, weekend or overtime hours
 - m. Site clearing or restoration
 - n. Delays caused by Owner, GC or others may result in standby rates being charged
 - o. Customer scope of work changes
 - p. Liability for work performed by others
 - q. Responsibility for job site access restrictions
 - r. Changes due to actual conditions discovered at the job site
5. UMC’s payment requirements:
- a. Once UMC has submitted billing, payment is required within 30 calendar days
 - b. No retainage to be withheld from payments

We appreciate the opportunity to quote this work.



Kyle Long
Project Manager

ACCEPTANCE OF UTILITY MAINTENANCE CONTRACTOR’S PROPOSAL

PLEASE SIGN, DATE & RETURN UPON ACCEPTANCE OF THIS PROPOSAL:

OWNER’S REPRESENTATIVE: *(print)* _____

OWNER’S REPRESENTATIVE: *(signature)* _____

DATE: _____



QUOTATION

QUOTE DATE *June 21, 2021*
 QUOTE EXPIRES 30 days from bid date

FROM Austin Torrente

PROJECT **N. Rock Rd. Lift Station Lining - Bel Aire, KS**
 BID DATE **6/23/2021**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
1	Line interior of existing 8' diameter by 26' deep lift station with 125 mils Zebtron 386.	1	LS	\$26,480.00	\$26,480.00
TOTAL					\$26,480.00

Customer Responsibilities

- STRUCTURES SHALL BE BARE CONCRETE ON THE INTERIOR, CLEAN AND FREE FROM ANY LEAKS OR FLOW. ALL PIPE AND ELECTRIC CONDUIT PENETRATIONS SHOULD BE INSTALLED AND GROUTED IN PLACE PRIOR TO OUR ARRIVAL.
- Provide clean water for equipment and cleanup.
- Provide a dumpsite, within reasonable distance, for deposit of debris removed.
- Provide access for our equipment to all locations as needed.
- Defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of pre-existing conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful misconduct of Mayer Specialty Services, LLC, all other claims, damages, and expenses that arise or are incurred during the term of this agreement.

General Terms and Conditions

INCLUSIONS:

- Provide all labor, materials, tools, equipment and supervision necessary to perform work as shown on drawings, defined in specifications and as described herein.
- Square footage above based on plans/if actual footage lined exceeds what is listed above additional charges will apply.
- Structure shall be bare concrete, clean and free from any leaks or flows.

EXCLUSIONS:

- Major concrete repair
- Any disputes regarding this agreement will be decided by arbitration (Construction Industry Rules of the American Arbitration Association.)
- Sales Taxes
- Permits or connection fees of any kind
- Prevailing Wages/Davis-Bacon Wages

ACCEPTANCE OF PROPOSAL AND NOTICE TO PROCEED

Authorized Signature _____

Date Signed _____

Mayer Specialty Services, LLC

831 Industrial Rd / PO Box 469
 Goddard, KS 67052
 316-794-1165
 316-794-2717

No retainage may be withheld out of contracts less than \$1,000.00

Thank you for the opportunity to provide pricing

City of Bel Aire, Kansas



STAFF REPORT

DATE: June 28, 2021
 TO: Ty Lasher, City Manager
 FROM: Anne Stephens, Public Works Director and City Engineer
 RE: Cured-In-Place Pipe Project

Proposal Focus:

Our Mission

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

Our Values

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

Current Situation:

At their March, 30th workshop, Council reviewed a preliminary work plan for 2021, which included the cured-in-place pipe lining project for multiple sewer lines in Pearson's Addition. This is a continuation of the CIPP project that was conducted in 2019.

Goals:

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

Discussion:

Staff reached out to three contractors requesting bids for the installation of 5,125 linear feet of 8" Cured-in-Place Pipe and approximately 4,030 linear feet of 10" Cured-in-Place Pipe in Pearson's Addition. Only two of the contractors responded to our request. The bids are presented below.

Contractor	Total Bid	Protruding Tap Removal
UMC	\$294,453.75	\$250.00
Insituform	\$286,551.50	\$220.00
Municipal Pipe Service	No Bid	
Preliminary Opinion of Cost	\$320,000	

Additional costs will be incurred for any protruding tap removals and if any point repairs are necessary. Costs for protruding tap removals were bid on a per each basis and the unit costs are listed in the table above. Costs for any necessary point repairs will be determined on a per each basis once the Contractor has had a chance to access each individual situation. Point repairs are

only necessary when the sewer has failed to a point where lining is not possible. There were three such point repairs needed on the project completed in 2019. Staff does not have an estimate of how many point repairs will be needed on this project as we do not have the expertise to evaluate what defects/holes can be bridged with the liner or need to be repaired.

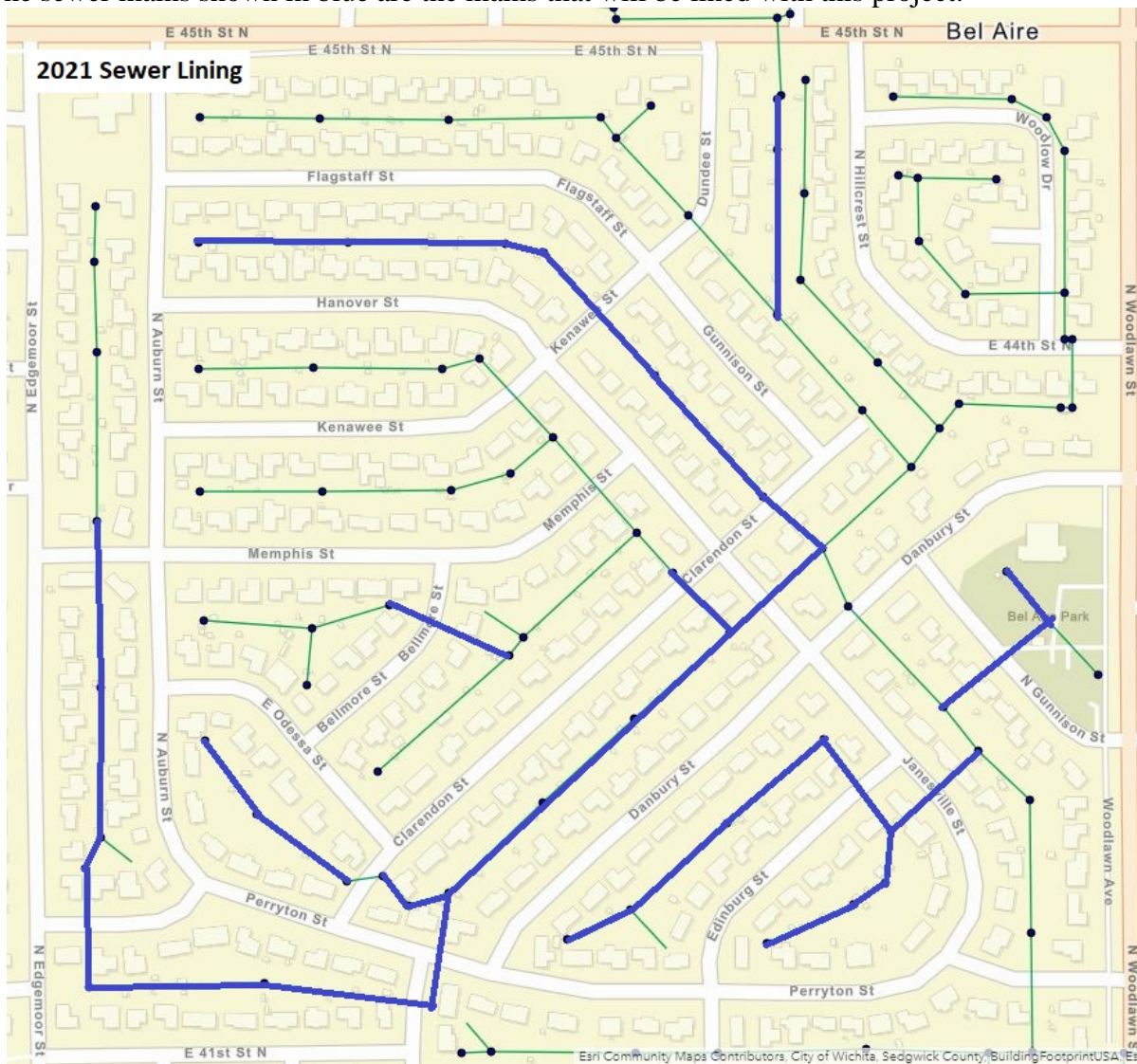
Financials:

The cost of these improvements will be paid for out of the Sewer System Improvements line item in the sanitary sewer budget. This line item currently has a balance of \$300,000. If costs exceed this amount, funds will be utilized from the Wastewater System Maintenance and Repair line item, which currently has a balance of \$145,100.

Recommendation:

Staff recommends that the City Council accept the bid from Insituform Technologies for \$286,551.50.

The sewer mains shown in blue are the mains that will be lined with this project.





Date: June 24, 2021

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

Attn: Tim Aelmore taelmore@belaire.kscoxmail.com

Ref: **Proposal for Cured-In-Place-Pipe (CIPP) Rehabilitation of Sanitary Sewers - Bel Aire, KS 2021**

Utility Maintenance Contractors LLC, (UMC) places our employee's safety as our top priority on every job, every day. Through safe work practices we continue to ensure our employee's safety and the safety of those around them. We emphasize that production is a result of working safe. UMC will provide employees with all required safety equipment and ensure that it is inspected and maintained.

UMC will conduct daily safety meetings including Job Hazard Analysis. We will also meet all OSHA standards for safety including but not limited to; PPE, fall protection, confined space, first aid/CPR training, scaffolding, material handling, ventilation and air monitoring.

1. Based upon maps and CCTV logs provided by the City of Bel Aire, UMC proposes to **rehabilitate sanitary sewer lines, located South and West of 45th St. No. and Woodlawn** as follows:
 - a. UMC will clean and CCTV sewer lines to confirm diameters and lengths of sanitary sewers.
 - b. UMC will cut protruding service connections to allow CIPP installation.
 - c. UMC will install CIPP (per ASTM F-1216) and internally re-instate service connections.
 - d. UMC will use confined space equipment including fall protection and gas monitors to enter the manholes.
 - e. UMC will provide general notices prior to beginning work and specific notices concerning out of service dates to affected residents.
 - f. UMC will provide the City of Bel Aire with post CCTV videos and logs.

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2. UMC's price for this work is as follows:

Description	Amount	UOM	Cost Per Unit	Cost
Mobilization	1	LS	\$11,000.00	\$11,000.00
8-inch CIPP	5,125	LF	\$28.25	\$144,781.25
10-inch CIPP	4,030	LF	\$30.50	\$122,915.00
Service Connection Reinstatement	191 TBD	EA	\$82.50	515,757.15 TBD
Protruding Tap Removal	TBD	EA	\$250.00	TBD
			TOTAL	\$278,696.25

\$294,453.75

3. Notes, Clarifications, Qualifications:

- a. Sales tax not included in this Proposal; please provide a project specific tax-exemption certificate prior to UMC beginning work.
- b. Work Ahead signs and traffic cones will be provided by UMC.
- c. UMC accepts no liability if condition of pipe changes during cleaning or prior to repair.
- d. UMC will provide bypass pumping as required for CIPP.
- e. Manhole improvements, modifications or replacements are not included.
- f. Quantities are estimated, unit prices apply to final
- g. Point Repairs, if required, can be provided by UMC at an additional cost.
- h. Bonding (performance, payment, assurance, statutory) not included in this Proposal
- i. Special insurance, permits, licenses, and fees are not included in this Proposal.
- j. Remediation, hauling or disposal of any hazardous materials discovered during UMC work is not included in Proposal.
- k. Owner to provide suitable dumping facilities for debris removed from the CITY's collection system within reasonable distance from the work site.
- l. Pricing submitted in this Proposal is based on unrestricted access to the work site for the duration of the project.
- m. Any alteration or deviation from the project scope outlined in this Proposal will be executed only upon written change order, and will become an extra charge to the Proposal price.
- n. Owner to provide clean water for cleaning activities at no charge.
- o. Delays caused by Owner or others may result in additional mobilization or standby charges.
- p. Owner to provide all needed temporary easements for access and working room, and UMC will be held harmless from all claims, damages or suits by reason of UMC encroaching upon others property.

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4. UMC's payment requirements:

- a. Once UMC has submitted billing, payment is required within 30 calendar days of invoicing.
- b. No retainage to be withheld from payments.

We appreciate the opportunity to quote this work.



Jack T Row III
Project Manager

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17220 Bel Ray Place
Belton, Missouri 64012

Tel: (816) 318-8477
Fax: (816) 318-8495
www.insituform.com

AAJA-ZJ9N5V

June 24, 2021

Attention - Tim Aelmore - taelmore@belaire.kscoxmail.com



Tim Aelmore
Equipment Operator III
7651 E. Central Park Ave.
Bel Aire, KS 67226
P: (316) 744-2888

Proposal

Project Name:
City of Bel Aire KS 2021 CIPP 6 24 2021

Bid Due Thursday June 24, 2021 – BY 12 NOON

NO ADDENDA

INSITUFORM TECHNOLOGIES herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the above referenced project.

ASSUMPTIONS AND QUALIFICATIONS

INSITUFORM has based this proposal on a **nominal wall thickness** for the Insitutube. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Laterals: During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those, which are active. You may direct us to reinstate all or specific laterals as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected, and all will be internally reconnected using the Insitucutter. Specific service connections will not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold INSITUFORM TECHNOLOGIES harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Prime Contractor will externally reconnect the service at no cost to INSITUFORM TECHNOLOGIES.

The Prime Contractor shall provide access to both ends of the line [including approval of adjacent landowners], including ALL clearing/grubbing, access roads and ALL restoration scopes adjacent to

structures by Prime Contractor, and point repairs if needed. Installation can be completed and point repairs and accesses to both ends are completed.

PROPOSAL PRICING –

CIPP pricing INCLUDES bypass for CIPP scopes ONLY, Traffic control for CIPP scopes ONLY

Description	Units	Bid Units	Unit Price	Total	
8" CIPP	L Ft	5125	\$ 31.30	\$ 160,412.50	
10" CIPP	L Ft	4030	\$ 31.30	\$ 126,139.00	
Protruding Tap Removal [robotic only], if required	Each	0	\$ 220.00	\$ -	
Pricing is TAX Exempt				\$ 286,551.50	
All lines are tied for pricing, Adjustment in quantities may require pricing modifications					
CIPP Pricing INCLUDES Clean / CCTV - CIPP scopes ONLY					

Schedule –

Mutually agreed to schedule between City of Bel Aire, KS and ITUSA

Anticipated Start / ITUSA Crew availability – Q1 - 2022

Locations –

MH A	MH B	Depth A	Depth B	Street	Diam.	Length	Services
3-5	3-4	7	7	5901 DANBURY	8.0	188	4
3-4	3-3	7	8	5915 DANBURY	8.0	288	7
3-3	3-2	8	8	5933 DANBURY	8.0	328	8
3-2	3-1	8	8	6121 DANBURY	8.0	286	4
3-1	2-3	8	8	4263 JANESVILLE	8.0	260	0
3A-3	3A-2	7	7	6101 EDINBURG	8.0	220	6
3A-2	3A-1	7	7	6119 EDINBURG	8.0	120	5
3A-1	3-1	7	8	6127 EDINBURG	8.0	120	3
4-2	4-1	8	8	4333 GUNNISON	8.0	144	2
4-1	2-4	8	8	4333 GUNNISON	8.0	356	4
6-4	6-2	8	9	4345 BELLMORE	8.0	320	4

2-12	2-11	8	8	5700 HANOVER	8.0	360	11
2-11	2-10	8	8	5810 HANOVER	8.0	360	11
2-10	2-9	8	8	5916 HANOVER	8.0	100	3
2-9	2-8	8	8	5926 HANOVER	8.0	400	8
2-8	2-7	8	7	4430 JANESVILLE	8.0	380	10
2-7	2-6	7	8	4400 JANESVILLE	8.0	210	2
5A-5	5A-4	8	8	5701 ODESSA	8.0	210	7
5A-4	5A-3	8	6	5727 ODESSA	8.0	250	6
5A-3	5A-2	6	7	5811 ODESSA	8.0	70	0
5A-2	5A-1	7	7	5821 CLARENDON	8.0	88	2
5A-1	5-4	7	9	5821 CLARENDON	8.0	67	1
5-11	5-10	8	8	5600 MEMPHIS	10.0	409	10
5-10	5-9	8	8	4317 AUBURN	10.0	430	10
5-9	5-8	8	8	4255 AUBURN	10.0	143	2
5-8	5-7	8	8	5612 PERRYTON	10.0	307	4
5-7	5-6	8	9	5615 PERRYTON	10.0	471	10
5-6	5-5	9	9	5721 PERRYTON	10.0	390	8
5-5	5-4	9	9	5831 DANBURY	10.0	307	3
5-4	5-3	9	8	5900 DANBURY	10.0	368	10
5-3	5-2	8	8	6000 DANBURY	10.0	327	8
5-2	5-1	8	8	6024 DANBURY	10.0	348	8
7A-2	7A-1	7	8	4544 DUNDEE	10.0	121	3
7A-1	7-3	8	9	4522 DUNDEE	10.0	409	7
						9155	
				8" CIPP	5125.0		
				10" CIPP	4030.0		
					9155.0		

Project NOTES -

Pricing excludes surface videos, clearing / grubbing / ROW, access / access roads, special permits and insurances, etc. – by Owner

ITUSA is EXCLUDING ALL pipe preparation - mandrelling of existing pipes, ALL excavation / point repairs, ALL required joint repairs, grout/fly ash scopes, etc. ITUSA's process does not require mandrelling and /or grouting – CIPP liner conforms to existing shape of host pipe – should any internal / joint repairs be required by Owner / Prime, ITUSA is EXCLUDING from our scope of work proposed.

Service reconnections by internal methods ONLY. Service reconnections that cannot be completed by internal methods may require excavation / reconnection by the Prime Contractor at no additional cost to ITUSA. Lateral launching of services, cleaning, lateral rehabilitation, etc. – Excluded.

The existence of the void(s) in and/or around the bottom of the existing pipe may indicate an unforeseen condition for both ITUSA and the Owner / Prime. Owner / Prime shall bear the responsibility for unforeseen conditions / subsurface conditions of the existing roadway, Pipe bedding, adjacent soil compaction, etc.

ITUSA shall not be contractually obligated to perform any investigation and / or repairs regarding the conditions beneath and / or around the existing culvert pipe. ITUSA's proposal to rehabilitate the culvert

does not entail taking on the liability or cost of any unforeseen conditions that are pre-existing but unknown to all parties.

ITUSA's proposal to the Prime Contractor for CIPP rehabilitation does not entail ITUSA taking on the liability or cost to repair the unforeseen condition of the void[s] beneath/around the culvert. ITUSA's agreement to rehabilitate the culvert does not entail taking on the liability or cost of any unforeseen conditions that are pre-existing but unknown to all parties.

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilization and demobilization.
2. Bypass pumping if needed [CIPP scopes ONLY].
3. Internal service reconnections ONLY.
4. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.
5. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
6. Insitutube wetout using 400,000 Flexural Modulus resin, inversion, curing, and finishing.
7. Confined space safe entry practices.
8. Certificate of insurance with a standard coverage.
9. One [1] year standard construction warranty included.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES** :

- a) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services shall be provided by the Prime Contractor or Owner. This may include excessive roots, excessive debris and protruding taps and point repairs / ALL Excavation and restoration scopes.
- b) Surface video documentation [Pre and Post] – Excluded.
- c) **Water for CIPP scopes [clean / CCTV + CIPP] – provided by Owner.**
- d) Additional cleaning and televising mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.
- e) Landscaping / shrub removal-replacement / ALL restoration scopes, etc.
- f) Manual operation of any pumping and/or metering stations.
- g) Legal dumpsite for debris resulting from pipes cleaning.
- h) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- i) Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
- j) Manhole installation, rehabilitation, and/or replacement.
- k) Project permits and/or local licenses.
- l) State and local sales and/or use taxes on the value of the project. Tax Exempt pricing requires State and Project Tax Exempt Certificates.
- m) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project [i.e.-railroad protective, etc.].
- n) **Performance and Payment Bond not included. This is available upon request, if required please add 1.5% to the total project cost.**
- o) **PE Stamped Design Calculations, if required, ADD \$2,500.**

PROPOSAL TERMS AND CONDITIONS

- a) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES's** agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES's** liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold **INSITUFORM TECHNOLOGIES** harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) Quantities are estimated. Unit prices apply for actual invoice and payment.
- f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES**.
- i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.
- j) **Insituform submits this bid based on the plans and specifications furnished to it. Insituform's bid is expressly conditioned upon the negotiation of terms and conditions fair to Insituform. Insituform shall have no obligation to perform and shall not be bound by its bid until the execution of a mutually agreeable written contract.**

Submitted by:

INSITUFORM TECHNOLOGIES USA, LLC

Brian T. McCrary P.E. - Business Development Manager

Cellular 816 / 206 – 7703 bmccrary@aegion.com

Accepted

Signed: _____

Date: _____

Printed Name/Title: _____

Company Name: _____

Company Address: _____

Company Phone / email: _____

Tax Exemption Number: _____

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal as an attachment.

Accepted By: ***INSITUFORM TECHNOLOGIES USA, LLC***

By: _____

Date: _____



MANAGER'S REPORT

DATE: July 1, 2021
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: July 6, 2021 Agenda

Consent Agenda:

Contains only the minutes of the June 15th City Council meeting.

Appropriations Ordinance:

The final total is much larger than normal, mostly due to a pass through of bond proceeds funds. Page 1 shows payment to Security Bank of Kansas in the amount of \$1,929,000 for bond proceeds funds. The AP Ordinance also lists a number of checks for the 2020 tax year incentive rebate program. The total amount for the rebate checks was \$26,778.33. As development projects move along, there has been an increase in the number of invoices being processed for payment. Lastly, this period includes two payroll cycles due to June being five weeks.

Resolution Adopting Kansas Homeland Security Region G Hazard Mitigation Plan (Item A):

Local municipalities are encouraged to adopt this plan for a number of reasons. One of the benefits is that local organizations within the municipality such as the City or schools, can then apply for federal funding for hazard related improvements, like storm shelters. Staff recommends adopting the Plan. Cody Charvat, Operations Officer for Sedgwick County Emergency Management, will be at the meeting to explain the plan and answer any questions.

Ordinance Changing Zoning from C-2 Commercial To R-4 Residential (Item B):

At their June meeting, Planning Commission reviewed 53rd & Oliver, LLC's request to rezone property located in the southwest corner of 53rd and Woodlawn to R-4 Residential. Following the public hearing Planning Commission considered the evidence and discussed the application in relation to the "Golden Factors" and Bel Aire's Zoning Regulations. Having thoroughly reviewed the request, Planning Commission voted 4-1 to recommend rezoning the property from C-2 Commercial to R-4 Residential to Council. The Rezoning Ordinance now comes before Council for consideration. Staff recommends approving the ordinance based on Planning Commission recommendation. Council can accept the recommendation and approve the ordinance, deny the zoning request or send it back to the Planning Commission for additional consideration.

Ordinance Changing Zoning from AG Agricultural To C-1 Neighborhood Commercial (Item C):

At their June meeting, Planning Commission also reviewed the City's request to rezone property located northwest of Webb Rd and 49th St N. After thoroughly reviewing the issue, Planning Commission voted 5-0 to recommend Council approve rezoning the property from AG Agricultural to C-1 Neighborhood Commercial. Staff recommends approving the ordinance based on Planning Commission's recommendation. The Rezoning Ordinance now comes before Council for consideration. Council can accept the recommendation and approve the ordinance, deny the zoning request or send it back to the Planning Commission for additional consideration.

Ordinance, Sale of PBC Property (Item D):

The PBC approved a sales agreement for Lot 6, Block C of the Sunflower Commerce Park for asking price. The PBC will meet on July 6th to consider the sale resolution. As the City leases the land from the PBC, the City must also approve the sale through an ordinance. Kevin Cowan will be at the meeting and can answer any questions.

Revised Petitions, Chapel Landing 4th and Skyview at Block 49 (Items E-F):

Bids were received this week for water improvements in Chapel Landing 4th & Skyview at Block 49 as well as sewer mains in Chapel Landing 4th. All bids came in above the engineer's estimate. The higher costs are mainly due to increased material costs. In this situation, all bids can be rejected and the project rebid hoping for new bids to come in under the engineers estimate. Or, the developer can sign new petitions where the engineers estimate is increased above the low bid. After conversations with both developers, the developers chose to revise the petitions so the projects could move forward. Staff recommends accepting the revised petitions based on the developers' requests.

Resolutions, Chapel Landing 4th and Skyview at Block 49 (Items G-I):

Due to the petitions being revised on these projects, amended Resolutions must also be approved by Council in order to cover the increased engineers estimate. Kevin Cowan with Gilmore and Bell will be at the meeting to answer any questions.

Bids for Sanitary Sewer and Water, Chapel Landing 4th Addition (Item J):

The Developer is ready to begin development of Chapel Landing 4th. The cost of these improvements will be financed through a bond and spread as special assessments against the benefiting lots. Five contractors responded to the solicitation for bids. Staff recommends Council accept the low bid from APEX Excavating for \$142,562.00.

Bids for Phase 1 Water, Skyview at Block 49 Addition (Item K):

The Developer is ready to begin development of Skyview at Block 49. The cost of this improvement will be financed through a bond and spread as special assessments against the benefiting lots. Four contractors responded. Staff recommends Council accept the low bid from Mies Construction for \$235,159.00.

Bid for Sanitary Sewer and Water, The Villas at Prestwick, Phase 2 (Item L):

The Developer is ready to move forward with the final phase of The Villas at Prestwick. The cost of these improvements will be financed through a bond and spread as special assessments against the benefiting lots. Six contractors submitted bids. Dutton was the low bidder. However, after the bids were tabulated, staff received a phone call from Dutton Construction regarding an error in their bid. Dutton has written a letter explaining the mistake for Council to consider. Council options are to reject all bids and hope rebidding will produce lower bids, or accept the bid as presented. However, the bid process allows the bidder to withdraw their bid and the project would then need to be rebid or accept the next lowest bid. Lastly, the bid with addendum could be accepted and the project move forward under the engineers estimate. After substantial conversations with MKEC, staff and the Developer, all parties would be comfortable accepting the bid from Dutton with the addendum. Staff and the bidder will be at the meeting to answer any questions.

Bids for Arterial Street Repairs (Item M):

At the March, 30th workshop, Council reviewed a preliminary street improvement plan for 2021, which included most of the work in this bid. In the months since the Council workshop, staff has received concerns about 45th Street from Woodlawn to Rock, so thermal crack repairs to 45th were included with this bundle of work. The cost of these improvements will be paid for out of the Capital Improvement

Fund from dollars set aside for street improvements. Staff reached out to three contractors and two submitted bids. Staff recommends that the City Council accept the low bid from PPJ in the amount of \$249,626.00.

Change Order No. 02 for the Woodlawn – 37th to 45th Utility Relocation Project (Item N):

Change Order No. 2 consists of a deduction (directional drilling that will no longer be used), and an increase of \$92,825.00 relating to open cutting utility lines across Woodlawn. This adds up to a net additional cost of \$52,324.90. The Contractor is also asking for an additional 30 working days to complete the work as the open cutting takes longer than directional drilling. Dondlinger is planning on performing this work in two phases. Splitting the work into two phases allows access at all times to Woodlawn Court, which is in the middle of the work. There was discussion about deleting this work from the contract and adding it into the KDOT project, but staff did not want to push back the current bid date of September 22nd for the KDOT project. All of the work directly benefits the City of Bel Aire and is being performed on Bel Aire infrastructure. The additional costs associated with this change order will be included in the contract costs for the Woodlawn Utility Relocations and will be paid for with temporary note proceeds. After three years, the temporary note will be refinanced with a GO Bond and the City's Utility Funds will pay annual debt service payments over the next 20 years. Staff recommends that Council accept Change Order No. 2 for \$52,324.90 and grant Dondlinger the additional working days.

Bids for protective liner in Rock Road sanitary sewer lift station (Item O):

Staff reached out to two contractors requesting bids for cleaning and installing a protective liner in the wet well of the Rock Road lift station. This liner will help protect the concrete from sewer gases. The cost of these improvements will be paid for out of the Lift Station Operations line item in the sanitary sewer budget. This line item currently has a balance of \$42,885.61. The City has used both UMC and Meyer in the past and have had good results with both. Staff recommends Council accept the bid from Meyer for the amount of \$26,480.00.

Bids for cured-in-place pipe lining for sewer lines in Pearson's Addition (Item P):

This is a continuation of the City's efforts to rehabilitate sewer lines in older neighborhoods. Staff reached out to three contractors requesting bids for Cured-in-Place Pipe in Pearson's Addition. Only two of the contractors responded. Additional costs will be incurred for any protruding tap removals and if any point repairs are necessary. Costs for point repairs won't be known until the Contractor has had a chance to assess each individual situation. Point repairs are only necessary when the sewer has failed to a point where lining is not possible. Three point repairs were needed on the project completed in 2019. Costs for protruding tap removals were bid on a per each basis. The cost of these improvements will be paid for out of the Sewer System Improvements line item in the sanitary sewer budget. This line item currently has a balance of \$300,000. If costs exceed this amount, funds will be pulled from the Wastewater System Maintenance and Repair line item, which currently has a balance of \$145,100. Staff recommends Council accept the bid from Insituform for \$286,551.50.