



**AGENDA**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**June 20, 2023 7:00 PM**



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

**II. ROLL CALL**

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

**III. OPENING PRAYER:** Terry Hedrick

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

**V. DETERMINE AGENDA ADDITIONS**

**VI. CONSENT AGENDA**

**A.** Minutes of the June 6, 2023 City Council meeting.

**B.** Accept Petitions for Paving, Sanitary Sewer and Water Distribution System Improvements in Arthur Heights.

**C.** Approval of three (3) Resolutions Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing and Providing For The Making Of The Improvements In Accordance With Such Findings (Paving, Sanitary Sewer System, Water Distribution System /Arthur Heights Estates).

**D.** Appointment of Maria Schrock as Bel Aire City Attorney.

**E.** Appointment of Art Tenbrink as a CCUA Alternate Board Member.

**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 23-11 in the amount of \$478,328.82

**Action:** Motion to (approve / deny / table) Appropriations Ordinance 23-11.

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

### **VIII. CITY REQUESTED APPEARANCES**

**A. Gary O'Neal, President of the Bel Aire Area Chamber of Commerce**

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

### **X. REPORTS**

**A. Council Member Reports**

**B. Mayor's Report**

**C. City Attorney Report**

**D. City Manager Report**

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

**A. Consideration of a bid for a lawn mower. Four Bids were received:**

<u>Supplier</u>	<u>Bid</u>
Kansas Golf & Turf: Spartan KGZ-XD 60"	\$14,100
Wichita Tractor Co: Bad Boy Rogue 61"	\$13,317.10
White Star: Bobcat ZT7000 61"	\$13,517
White Star: Bobcat ZT7000 72"	\$14,351

**Action:** Motion to (approve / deny / table) the bid from \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_ and authorize all required signatures.

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

**B. Consideration of the Planning Commission's recommendation to Amend the Tierra Verde Planned Unit Development to allow R-5 and R-6 Zoning (PUD-23-02).**

**Action:** Motion to (accept / deny / table) the Bel Aire Planning Commission's recommendation to amend the Tierra Verde South Addition PUD Agreement to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3, and authorize all required signatures.

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

**C. Consideration of a contract with InfoSend to print and mail utility bills/notices. Contract has been reviewed by City Attorney.**

**Action:** Motion to (accept / deny / table) the contract with InfoSend to print and mail utility bills/notices, and authorize the City Manager to sign all related documents.

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

**XII. EXECUTIVE SESSION**

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

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

**XIII. DISCUSSION AND FUTURE ISSUES**

**XIV. ADJOURNMENT**

**Action:** Motion to adjourn.

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

*Additional Attachments*

- A.** Rec Department Report June 2023
- B.** Rec Center Open House, June 27th
- C.** City Manager's Report - June 20, 2023

**Notice**

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



**MINUTES**  
**CITY COUNCIL MEETING**  
 7651 E. Central Park Ave, Bel Aire, KS  
 June 06, 2023 7:00 PM



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

**II. ROLL CALL**

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith and John Welch. Also present were Assistant City Manager Ted Henry, Interim City Attorney Jennifer Hill, 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. PROCLAMATION**

**A. National Flag Week, June 11–17, 2023**

Mayor Benage read and signed the proclamation.

Mayor Benage asked that Item XIII. A., Executive Session, be addressed at this time.

**MOTION:** Councilmember Smith moved to go into executive session for the sole purpose of discussing matters privileged in the attorney/client relationship regarding a consultation with that outside counsel pursuant to K.S.A. 75-4319(b)(2). Invite the Assistant City Manager, Interim City Attorney, and the attorney from Triplett Woolf Garretson. The executive session would be for a period of twenty (20) minutes, and the open meeting would resume in City Council Chambers at 7:25 p.m. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

The Council then held an executive session. At 7:27 p.m. Mayor Benage called the meeting back to order in open session. He stated that no binding action had been taken.

**MOTION:** Councilmember Welch moved that, based on the advice of legal counsel, Zoning Case No. ZON-23-01 (which was tentatively scheduled for to be heard by this Council on June 20<sup>th</sup>) be sent back to the Planning Commission for reconsideration once a new and complete application can be presented by the Applicant, and that the item accordingly be removed from the June 20

City Council agenda for rescheduling after proper reconsideration by City's Planning Commission. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

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

**VII. CONSENT AGENDA**

- A. Approve Minutes of the May 16, 2023 City Council meeting.**
- B. Approve the Mayor's appointment of Edgar Salazar to the Planning Commission, term expiring on June 1, 2026.**
- C. Approval of the Mayor's reappointment of Gary O'Neal to the Public Building Commission, term expiring June 1, 2027.**

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

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

- A. Consideration of Appropriations Ordinance 23-10 in the amount of \$1,474,107.93.**

**MOTION:** Councilmember Davied moved to approve Appropriations Ordinance 23-10. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

**IX. CITY REQUESTED APPEARANCES**

- A. Woodlawn Construction Update - Pat Herman, Garver**
- B. Brian Meier, Managing Associate, Burns & McDonnell**

Pat Herman, Garver Engineering, gave a brief presentation on the progress of the Woodlawn construction project.

Brian Meier, Burns & McDonnell, gave a brief report on upcoming deadlines and recommendations related to the Chisholm Creek Utility Authority (CCUA) expansion plan.

**X. CITIZEN CONCERNS:** No one spoke.

**XI. REPORTS**

- A. Council Member Reports**

Councilmember Dehn briefly reported on the opening ceremony held last week for the I-135 and K-254 junction bridge. He reported that he recently filed to run for office. Tomorrow, the Bel Aire Area Chamber of Commerce will hold their monthly lunch followed by a tour of the Goodwill training facility. Recreation Center baseball and summer camp have started; Councilmember Dehn thanked staff and volunteers for their work on these programs.

Councilmember Davied and Councilmember Smith briefly reported on the latest Chisholm Creek Utility Authority (CCUA) meeting.

Councilmember Hamburg reported she attended the latest CCUA meeting and noted that CCUA will meet again soon to finalize a response to the KDHE consent order.

## **B. Mayor's Report**

Mayor Benage congratulated Parker Costly, who was the regional winner of the “My City, My Home” essay contest sponsored by the League of Kansas Municipalities (LKM). Parker is a student at Resurrection Catholic School in Bel Aire.

Mayor Benage briefly reported on two events he attended: the ribbon cutting for the I-135/K-254 junction and a change of command ceremony at McConnell Air Force Base.

## **C. City Attorney Report**

Jennifer Hill noted that her service as Interim City Attorney will end soon, and she thanked the City Council for the opportunity to serve in this role.

## **D. City Manager Report**

Assistant City Manager Ted Henry thanked Jennifer Hill for her service to the City. He noted that professional planning staff will be present at the Recreation Center ball games on June 27<sup>th</sup> to get input from residents for the Parks Master Plan.

# **XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**

## **A. Consideration of A Resolution Establishing Solid Waste Utility And Curbside Recycle System Fees Within The Corporate Limits Of The City Of Bel Aire, Kansas.**

**MOTION:** Councilmember Welch moved to accept A Resolution Establishing Solid Waste Utility And Curbside Recycle System Fees Within The Corporate Limits Of The City Of Bel Aire, Kansas and authorize the Mayor to sign. Councilmember Smith seconded the motion. *Motion carried 5-0.*

## **B. Consideration of a request for additional driveway locations off Woodlawn for Bel Aire 2nd Addition without detailed building plans for structures.**

Property owner Bill King and City Engineer Anne Stephens stood for questions from the Council.

**MOTION:** Councilmember Smith moved to approve the Developer’s requested location for two driveways into Bel Aire 2nd Addition per the site plan dated September, 2020 by Baughman Company in accordance with all City Specifications and conditioned upon the approval of the required permits from the City Zoning Administrator and the installation be done at the Developer’s expense. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

- C. **Consideration of the Change Order Request from Pearson Construction for the extension of the 18” storm sewer from east of Woodlawn to St. James along 45<sup>th</sup> Street in the amount of \$11,327.75.**

**MOTION:** Councilmember Welch moved to approve the Change Order Request from Pearson Construction in the amount of \$11,327.75 for the extension of the 18” storm sewer from east of Woodlawn to St. James along 45<sup>th</sup> Street and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

- D. **Consideration of a Resolution to Designate Authorized Signers for the City bank account at Southwest National Bank.**

**MOTION:** Councilmember Davied moved to accept the Resolution to Designate Authorized Signers for the City bank account at Southwest National Bank and authorize the Council President and designated City staff to sign. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

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

The Council then held a 5-minute recess. At 8:40 p.m. Mayor Benage called the meeting back to order.

### **XIII. EXECUTIVE SESSION**

- A. **Executive Session:** This item was addressed earlier in the meeting.

- B. **Executive Session**

**MOTION:** Councilmember Hamburg moved to go into executive session for the sole purpose of discussing the subject of: Attorney-Client consultation regarding contractual obligations pursuant to K.S.A. 75-4319 exception for attorney-client privilege. Invite the Assistant City Manager, Interim City Attorney, and Brian Meier. The meeting will be for a period of 20 minutes, and the open meeting will resume in City Council Chambers at 9:00 p.m. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

The Council then held an executive session. At 9:02 p.m., Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

**MOTION:** Councilmember Smith moved to extend the Executive Session for 10 minutes, with the open meeting resuming at 9:12 p.m. in City Council Chambers. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

The Council then returned to executive session. At 9:16 p.m., Mayor Benage called the meeting to order in open session and stated no binding action had been taken.

### C. Executive Session

**MOTION:** Councilmember Welch moved to go into executive session for the sole purpose of discussing the subject of matters of non-elected personnel contracted employees; pursuant to the K.S.A. 75-4319 exception for the same. The meeting will be for a period of 10 minutes, and the open meeting will resume in Council Chambers at 9:30 p.m. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

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

## XIV. DISCUSSION AND FUTURE ISSUES

### A. Workshop - June 13, 2023 at 6:30 p.m.?

The Council briefly discussed the agenda for the next City Council workshop, which will be held at 6:30 p.m. on June 13, 2023. The Council also discussed the July meeting schedule and the July 4<sup>th</sup> holiday.

**MOTION:** Councilmember Smith motioned to move the July 4<sup>th</sup> regular City Council meeting to July 11<sup>th</sup> at 6:30 p.m. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

## XV. ADJOURNMENT

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



**PAVING PETITION**

To the Mayor and City Council  
Bel Aire, Kansas

Dear Council Members:

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

**Arthur Heights Estates**

Lots 1 - 2, Block 1

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

- (a) That there be constructed pavement on; **45<sup>TH</sup> ST N COURT** from the south line of Arthur Heights Estates to and including cul-de-sac.

That said pavement on 45<sup>TH</sup> Street N Court between aforesaid limits be constructed for a width of twenty-six (26) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width making a total roadway width of thirty-one (31) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5' sidewalk shall be installed on the east side of 45<sup>TH</sup> Street N Court to the end of the new pavement.

- (b) That the estimated and probable cost of the foregoing improvement being Two Hundred Sixty-Three Thousand Dollars (\$263,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1, 2023.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

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

**Arthur Heights Estates**

Lots 1 - 2, Block 1

The above listed lots shall each pay 1/2 of the total cost of the improvements.

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

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

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


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

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



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

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

<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
<b><u>Arthur Heights Estates</u></b> Lots 1 - 2, Block 1	By:  Russ Relph, Managing Member RKR, LLC	<u>5-25-23</u>

**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:

**Arthur Heights Estates**

Lot 2, Block 1

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 Seventy-three Thousand Dollars (\$73,000), 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 April 1, 2023.
- (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 Six Thousand Three Hundred and Twenty Dollars (\$6,320).
- (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:

**Arthur Heights Estates**

Lot 2, Block 1

The above lot shall each 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
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**Arthur Heights Estates**

Lot 2, Block 1

By:



Russ Relph, Managing Member  
RKR, LLC

5-25-23



**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:

**Arthur Heights Estates**

Lots 1 - 2, Block 1

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being One Hundred Forty-Three Thousand Dollars (\$143,000), 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 April 1, 2023.
- (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 Four Thousand and Eighty Dollars (\$4,080).
- (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:

**Arthur Heights Estates**

Lots 1 - 2, Block 1

Lot 1, Block 1 shall pay 1/14 of the total cost of improvements. Lot 2, Block 1 shall pay 13/14 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.

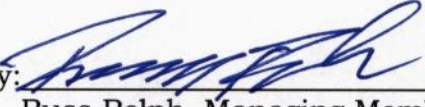
2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

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
<b><u>Arthur Heights Estates</u></b> Lots 1 - 2, Block 1	By:  Russ Relph, Managing Member RKR, LLC	<u>5-25-23</u>

CERTIFICATE

CITY OF BEL AIRE )  
SEDGWICK COUNTY) SS  
STATE OF KANSAS )

Section VI, Item B.

I, Russell P. Relph, member of RKR, LLC, owner of Arthur Heights Estates, Bel Aire, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City of Bel Aire, Sedgwick County, Kansas:

1. Interior street paving
2. Interior Sanitary Sewer
3. Interior Water

As a result of the above-mentioned petition for improvements, lots or portions thereof within Stonewater, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 25 day of May, 2023.

RKR, LLC

 Member  
Russell P. Relph

STATE OF KANSAS )  
 ) SS  
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 25 day of May, 2023, by Russell P. Relph, member of RKR, LLC, owner of Arthur Heights Estates, Bel Aire, Sedgwick County, Kansas.

Seal or Stamp



, Notary Public  
(signature of notary officer)

My appointment expires: 11-27 2023.

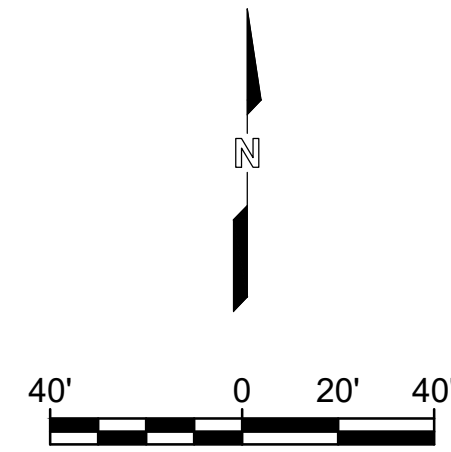


# ARTHUR HEIGHTS ESTATES

Bel Aire, Sedgwick County, Kansas  
Part of the SE1/4 of Sec. 24 and NE1/4 of Sec. 25, T26S, R1E

PAVING & WATER BENEFIT DISTRICT  
Lots 1-2, Block 1

 BENEFIT DISTRICT



BENCHMARK:  
CHISELED SQUARE WITH DIVOT ON THE CONCRETE  
TRANSFORMER PAD IN LOT 2, BLOCK 1, NORTH  
WOODLAWN SECOND ADDITION, SEDGWICK COUNTY,  
KANSAS, 91' W. AND 72' S. OF THE CENTER OF  
INTERSECTION OF 45TH ST. N. AND WOODLAWN  
ELEVATION = 1393.91 (NAVD88, G18)

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

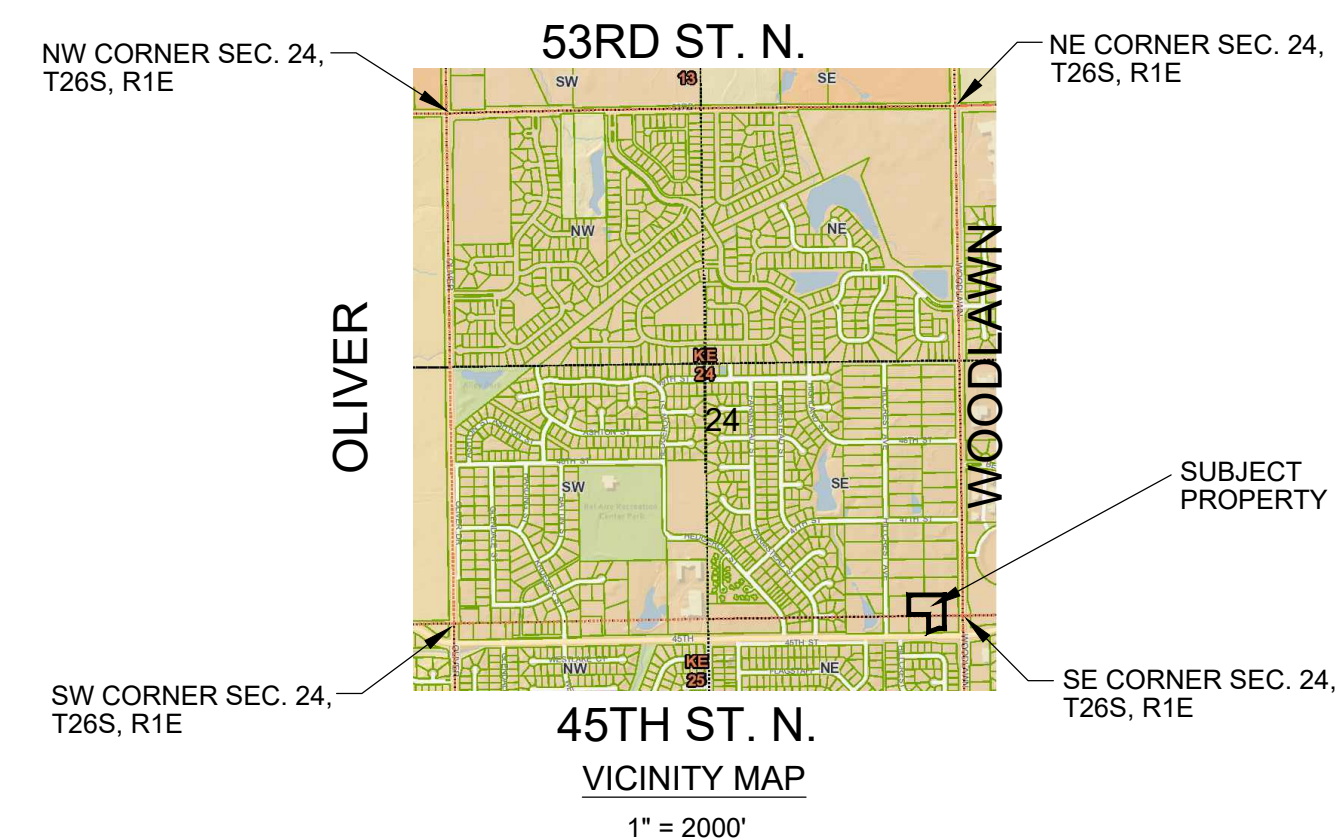
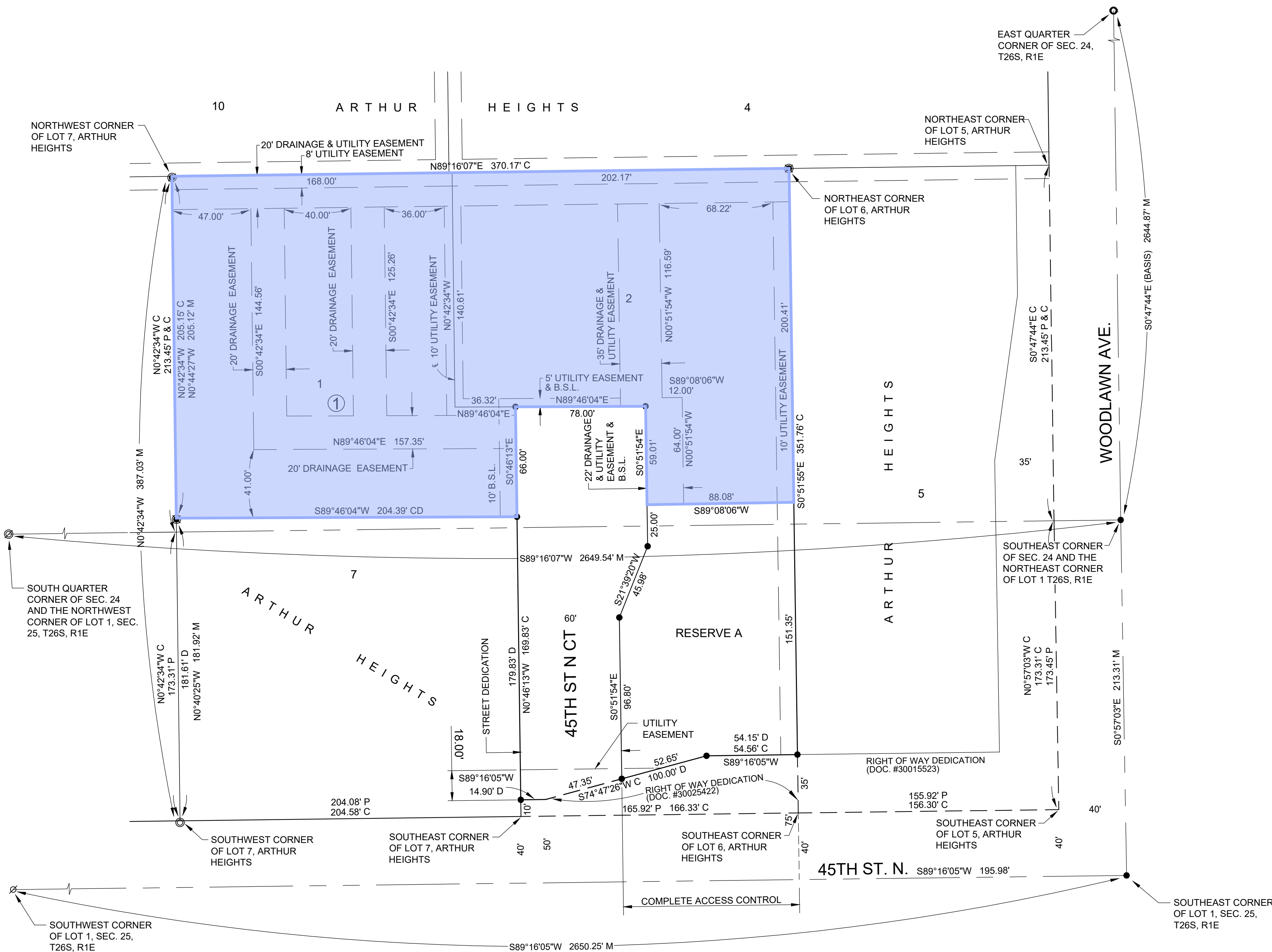
P = Platted  
M = Measured  
CC = Calculated  
D = Described  
B.S.L. = Building Setback Line

## SURVEY MARKER LEGEND

- 1/2" IRON PIPE (FOUND - ORIGIN UNKNOWN)
- ⊗ 1/2" REBAR (FOUND - ORIGIN UNKNOWN)
- ⊗ 5/8" REBAR (FOUND - ORIGIN UNKNOWN)
- ⊗ 1/2" IRON PIPE (FOUND - ORIGIN UNKNOWN)
- ⊗ 3/4" IRON PIPE (FOUND - ORIGIN UNKNOWN)
- ⊗ 1" IRON PIPE (FOUND - ORIGIN UNKNOWN)
- ⊗ 3/4" REBAR (FOUND - ORIGIN UNKNOWN)
- ⊗ 1/2" REBAR W/KAW VALLEY ENGINEERING CAP (FOUND)
- ⊗ 5/8" REBAR W/UNREADABLE CAP (FOUND - ORIGIN UNKNOWN)
- 1/2" REBAR W/GARVER CAP (SET)

PARCEL	SQ. FT.
LOT 1, BLOCK 1	36,987.2
LOT 2, BLOCK 1	33,780.6
RESERVE A	15,495.5

MINIMUM BUILDING PAD ELEVATION FOR LOWEST OPENING INTO STRUCTURES		
BLOCK	LOT NO.	ELEVATION (NAVD88)
1	2	1395.0



DWG FILE: 22S04005 SURVEY BASE  
PROJECT NO. 22S04005  
MAY 17, 2023



GARVER  
1995 MIDFIELD RD.  
Wichita, KS 67209  
(316) 264-8008  
www.GarverUSA.com

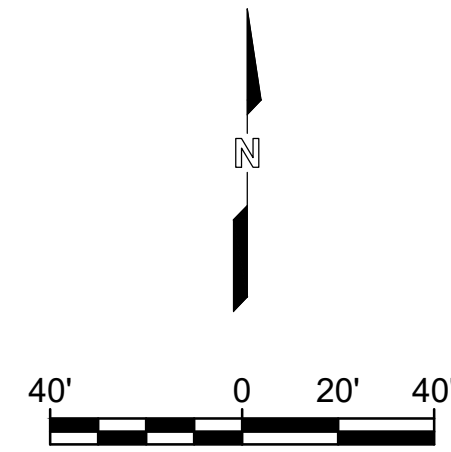


# ARTHUR HEIGHTS ESTATES

Bel Aire, Sedgwick County, Kansas  
Part of the SE1/4 of Sec. 24 and NE1/4 of Sec. 25, T26S, R1E

SANITARY SEWER BENEFIT DISTRICT  
Lot 2, Block 1

 BENEFIT DISTRICT



BENCHMARK:  
CHISELED SQUARE WITH DIVOT ON THE CONCRETE  
TRANSFORMER PAD IN LOT 2, BLOCK 1, NORTH  
WOODLAWN SECOND ADDITION, SEDGWICK COUNTY,  
KANSAS, 91' W. AND 72' S. OF THE CENTER OF  
INTERSECTION OF 45TH ST. N. AND WOODLAWN  
ELEVATION = 1393.91 (NAVD88, G18)

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

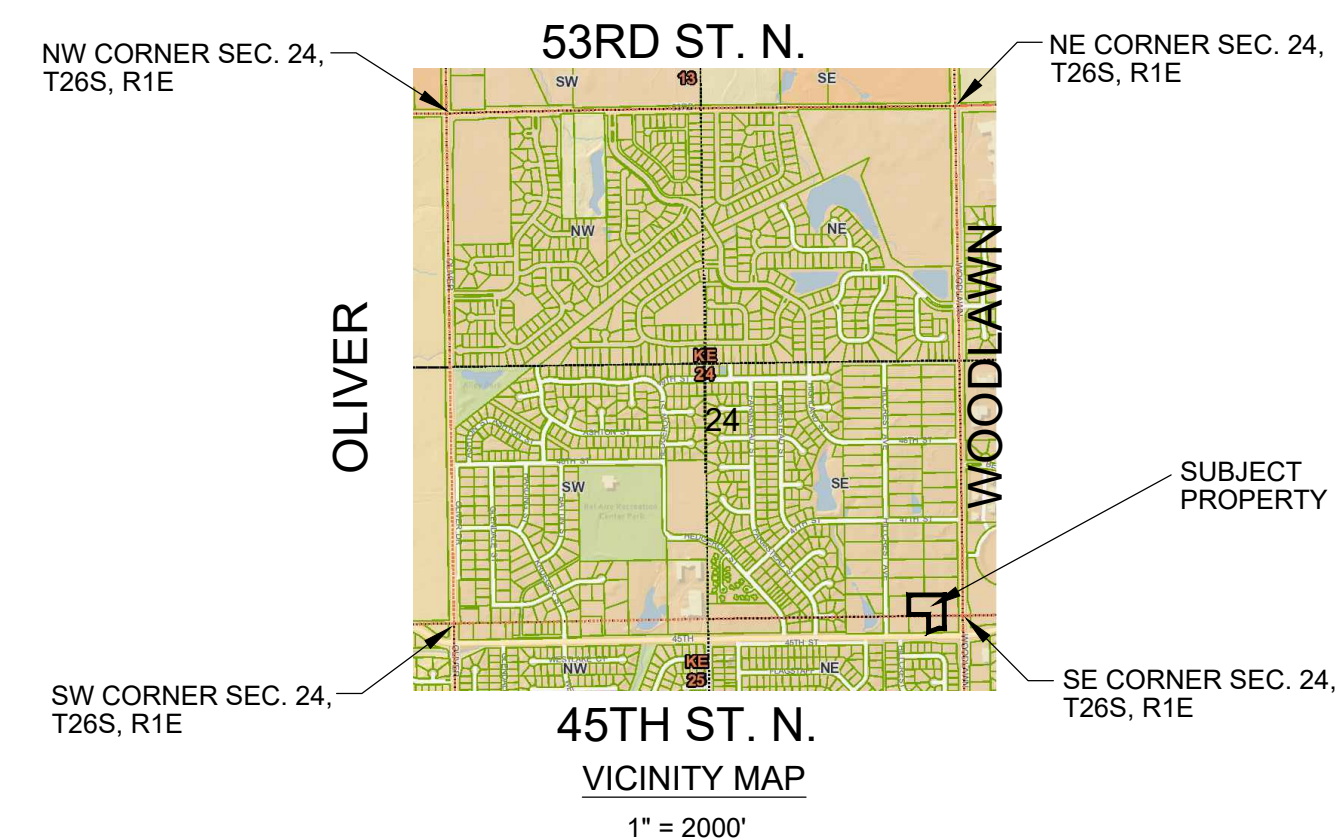
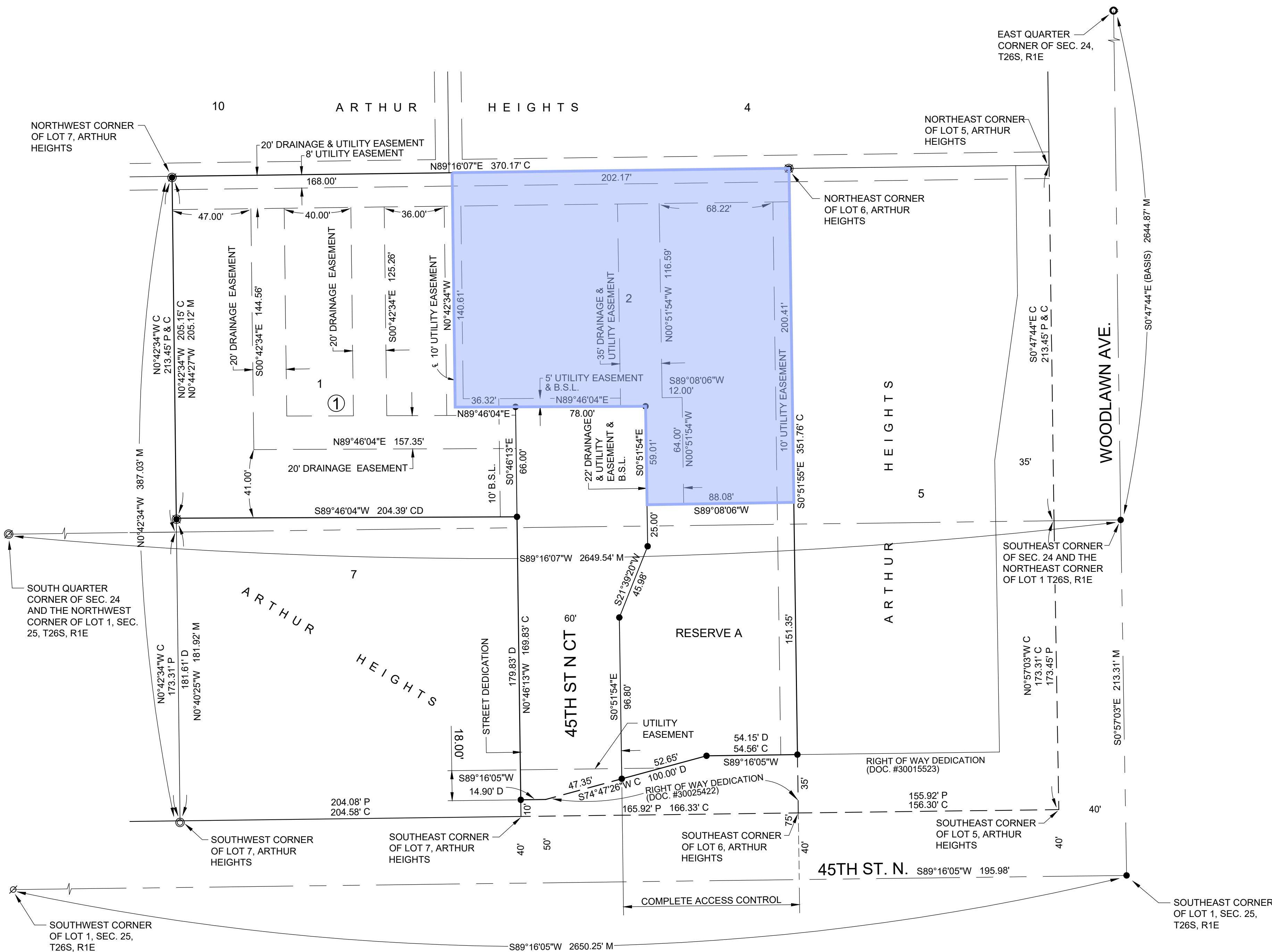
P = Platted  
M = Measured  
C = Calculated  
D = Described  
B.S.L. = Building Setback Line

## SURVEY MARKER LEGEND

- 1/2" IRON PIPE (FOUND - ORIGIN UNKNOWN)
- ⊗ 1/2" REBAR (FOUND - ORIGIN UNKNOWN)
- ⊗ 5/8" REBAR (FOUND - ORIGIN UNKNOWN)
- ⊗ 1/2" IRON PIPE (FOUND - ORIGIN UNKNOWN)
- ⊗ 3/4" IRON PIPE (FOUND - ORIGIN UNKNOWN)
- ⊗ 1" IRON PIPE (FOUND - ORIGIN UNKNOWN)
- ⊗ 3/4" REBAR (FOUND - ORIGIN UNKNOWN)
- ⊗ 1/2" REBAR W/KAW VALLEY ENGINEERING CAP (FOUND)
- ⊗ 5/8" REBAR W/UNREADABLE CAP (FOUND - ORIGIN UNKNOWN)
- 1/2" REBAR W/GARVER CAP (SET)

PARCEL	SQ. FT.
LOT 1, BLOCK 1	36,987.2
LOT 2, BLOCK 1	33,780.6
RESERVE A	15,495.5

MINIMUM BUILDING PAD ELEVATION FOR LOWEST OPENING INTO STRUCTURES		
BLOCK	LOT NO.	ELEVATION (NAVD88)
1	2	1395.0



DWG FILE: 22S04005 SURVEY BASE  
PROJECT NO. 22S04005  
MAY 17, 2023



GARVER  
1995 MIDFIELD RD.  
Wichita, KS 67209  
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www.GarverUSA.com

Gilmore & Bell, P.C.  
06/13/2023

EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON JUNE 20, 2023

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 (STREET IMPROVEMENTS/ARTHUR HEIGHTS ESTATES).**

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-[\_\_\_\_] 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.  
06/13/2023

(Published in the *Ark Valley News* on June [\_\_\_], 2023)

## RESOLUTION NO. R-[\_\_\_]

### **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 (STREET IMPROVEMENTS/ARTHUR HEIGHTS ESTATES).**

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

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

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

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

That there be constructed pavement on; 45<sup>th</sup> ST N COURT from the south line of Arthur Heights Estates to and including the cul-de-sac. That said pavement on 45<sup>th</sup> Street N Court between aforesaid limits be constructed for a width of twenty-six (26) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width making a total roadway width of thirty-one (31) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5’ sidewalk shall be installed on the east side of 45<sup>th</sup> Street N Court to the end of the new pavement.

(b) The estimated or probable cost of the proposed Improvements is: \$263,000, exclusive of interest on financing; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after April 1, 2023.

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

Lots 1 through 2, Block 1, Arthur Heights Estates Addition, an addition to the City of Bel Aire, Sedgwick County, Kansas.

(d) The method of assessment is: on a fractional basis as described below.

Each lot shall pay 1/2 of the total cost payable by the Improvement District. 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. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

If the Improvement District 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 this Resolution. 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 Resolution.

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]



**ADOPTED** by the governing body of the City on June 20, 2023.

(SEAL)

By: \_\_\_\_\_

Name: Jim Benage

Title: Mayor

ATTEST:

By: \_\_\_\_\_

Name: Melissa Krehbiel

Title: 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 June 20, 2023, as the same appears of record in my office.

DATED: June 20, 2023.

By: \_\_\_\_\_

Name: Melissa Krehbiel

Title: Clerk

Gilmore & Bell, P.C.  
06/13/2023

EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON JUNE 20, 2023

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

Absent:

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

\* \* \* \* \*

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/ARTHUR HEIGHTS ESTATES).**

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-[\_\_\_\_\_] 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.  
06/13/2023

(Published in the *Ark Valley News* on June [\_\_], 2023)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/ARTHUR HEIGHTS ESTATES).**

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

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

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

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

construct a lateral sanitary sewer, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$73,000, exclusive of interest on financing; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after April 1, 2023.

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

Lot 2, Block 1, Arthur Heights Estates Addition, an addition to the City of Bel Aire, Sedgwick County, Kansas.

(d) The method of assessment is: on a fractional basis as described below.

Lot 2, Block 1, Arthur Heights Estates, shall pay all of the total cost payable by the Improvement District. 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 sewer 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 \$6,320, 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 Improvement District 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 this Resolution. 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 Resolution.

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

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

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

**ADOPTED** by the governing body of the City on June 20, 2023.

(SEAL)

By: \_\_\_\_\_

Name: Jim Benage

Title: Mayor

ATTEST:

By: \_\_\_\_\_

Name: Melissa Krehbiel

Title: 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 June 20, 2023, as the same appears of record in my office.

DATED: June 20, 2023.

By: \_\_\_\_\_

Name: Melissa Krehbiel

Title: Clerk

Gilmore & Bell, P.C.  
06/13/2023

EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON JUNE 20, 2023

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/ARTHUR HEIGHTS ESTATES).**

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-[\_\_\_\_\_] 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.  
06/13/2023

(Published in the *Ark Valley News* on June [\_\_], 2023)

**RESOLUTION NO. \_\_\_\_\_**

**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/ARTHUR HEIGHTS ESTATES).**

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

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

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

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

construct a water distribution system including necessary water mains, pipes, valves, hydrants, meters and appurtenances, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: \$143,000, exclusive of interest on financing; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after April 1, 2023.

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

Lots 1 through 2, Block 1, Arthur Heights Estates Addition, an addition to the City of Bel Aire, Sedgwick County, Kansas.

(d) The method of assessment is: on a fractional basis as described below.

Each lot shall pay 1/2 of the total cost payable by the Improvement District. In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

If the Improvement District 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 this Resolution. 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 Resolution.

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on June 20, 2023.

(SEAL)

By: \_\_\_\_\_

Name: Jim Benage

Title: Mayor

ATTEST:

By: \_\_\_\_\_

Name: Melissa Krehbiel

Title: 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 June 20, 2023, as the same appears of record in my office.

DATED: June 20, 2023.

By: \_\_\_\_\_

Name: Melissa Krehbiel

Title: Clerk

CITY OF BEL AIRE		
AP ORD 23-11		
Vendor and Payroll Checks 06/01-06/11/23		
ACCEL CONSTRUCTION LLC	REFUND:PERMIT OVERPYT	\$ 1,900.00
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION	\$ 78.00
ARK VALLEY NEWS	BREEZE AD; LEGAL PUBLICATIONS	\$ 754.72
ASCENSION VIA CHRISTI	PRE-EMPTY SCREENING:LIFEGUARDS	\$ 42.00
ATLAS ELECTRIC LLC	45TH/EDGEMOOR SCHOOL SIGNL REP	\$ 2,655.69
BEAR TIRE, INC.	EXMARK MOWER TIRE	\$ 145.22
BENAGE, JAMES	JAN-MAY'23 MILEAGE/MEAL REIMB	\$ 555.46
BRAINARD, NATHAN W	YOUTH SPORTS OFFICIAL	\$ 258.00
CHISHOLM CREEK UTILITY AU	06/23 CCUA CONTINGENCY	\$ 5,820.00
CINTAS CORPORATION	PD MATS/PW UNIFORMS/TOWEL	\$ 1,858.75
CMW	REC HVAC REPIAR-RTU	\$ 225.00
CORE & MAIN LP	WATER SYS MAINT/REPAIR/SUPPLIE	\$ 12,662.20
COUNTRYSIDE LAWN & TREE C	IRON APPLICATION-REC:TREES	\$ 100.00
CULLIGAN OF WICHITA	WATER SERVICE	\$ 67.60
DELL COMPUTERS	COMPUTER MONITOR:LASHER/SCHROCK	\$ 1,696.34
DIGITAL OFFICE SYSTEMS	PD COPIER OVERAGE	\$ 52.50
ECITY TRANSACTIONS, LLC	05/23 ONLINE PYT SERVICE	\$ 450.00
EVERGY - FUND/DEPT BILLIN	ELEC SVC:PUBLIC AREAS	\$ 2,091.96
EVERGY - STREET LIGHTS	ELEC SVC:STREET LIGHTING	\$ 194.54
EVERGY-PUBLIC BLDGS	ELEC SVC:CITY BLDGS	\$ 2,663.28
FICA/FEDERAL W/H	FED/FICA TAX	\$ 24,495.38
FIRESTONE	FLEET MAINTENANCE	\$ 261.94
FOLEY EQUIPMENT	RENTAL-ROLLER-HARDING ST PRJT	\$ 3,163.14
GARVER	CEDAR PASS PH1	\$ 39,919.19
HARDWICK, ANTHONY	YOUTH SPORTS OFFICIAL	\$ 125.00
HARDWICK, HAYDEN	YOUTH SPORTS OFFICIAL	\$ 80.00
HARDWICK, JEFFREY	YOUTH SPORTS OFFICIAL	\$ 214.00
HARDWICK, NICHALAS	YOUTH SPORTS OFFICIAL	\$ 264.00
HAWKS INTER-STATE PESTMAS	05/23:PEST CONTROL:POOL	\$ 327.62
HESS, MARTY	YOGA INSTRUCTOR	\$ 135.00
IMA, INC.	HEALTH BENEFITS ADMIN JUL #10	\$ 833.00
IMAGINE IT, INC	MONTHLY SUPPORT	\$ 12,744.19
KANSAS GOLF AND TURF-WICH	MOWER DECK KIT, TIRES/AXLEx2	\$ 391.99
KANSAS ONE-CALL SYSTEMS	LOCATE FEES:499 FOR 05//23	\$ 598.80
KANSASLAND TIRE # 9584	TIRE REPAIR	\$ 18.40
KANZA CO-OPERATIVE ASSOC	BULK FUEL	\$ 1,974.94
KONDA, KAMERON	YOUTH SPORTS OFFICIAL	\$ 99.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,228.59
KS DEPT TRANSPORTATION	RAIL SPUR LOAN PYMNT #94	\$ 3,877.06
KS PUBLIC EMPL RETIRE SYS	KPERS TIER 3	\$ 15,530.03
KS TREASURER - COURT FEES	05/23:COURT FEES	\$ 4,616.77
LANDWORKS STUDIO	BEL AIRE PARKS MASTER PLAN	\$ 323.78
LASHER, TY	REIMB STAFF MERCH, MTG MEAL	\$ 403.72

LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	\$ 675.00
LEASE FINANCE PARTNERS	36822QT:05/23:PD COPIER	\$ 141.28
MAC	HOT POUR X3900#, MASTIC x1950#	\$ 4,563.00
MCCOSKEY, CRAIG A	CONTRACT MOWING	\$ 400.00
MERIDIAN ANALYTICAL LABS	STORMWATER SAMPLE ANALYSIS	\$ 568.00
MIDWEST SINGLE SOURCE	06/23-24 MAINT CONTRACT FOLDER	\$ 1,667.00
MIES CONSTRUCTION, INC	CHAPEL LANDING PH2	\$ 74,142.88
NCSI	COACH BACKGROUND CHECKS	\$ 332.50
NORTHRIDGE SAND	HARDING ST GRAVEL-225.46 TN	\$ 7,214.72
NOWAK CONSTRUCTION CO INC	CEDAR PASS WTR/SWD	\$ 14,717.25
OREILLY AUTO PARTS	AUTO REPAIRS/SUPPLIES	\$ 2.96
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 987.73
PAYNE TOWNSHIP	ANNUAL MAINT SVC AGREEMENT	\$ 5,000.00
PITNEY BOWES PURCHASE POW	MONTHLY POSTAGE	\$ 500.00
PUBLIC WORKS & UTILITIES	16,187,250 GAL:04/05-05/04/23	\$ 78,098.99
RUSTY ECK FORD PARTS & SE	#32 WINDSHILED & LIGHT TRIM	\$ 506.52
SEDG CO DEPT FINANCE/JAIL	05/23 PRISONER HOUSING FEES	\$ 1,102.40
SEDG CO REGISTER OF DEEDS	UTILITY EASEMENT-SMITH	\$ 21.00
SURENCY	06/23 VISION INSURANCE	\$ 487.15
TREE TOP NURSERY A	CONTRACTED MOWING	\$ 1,418.25
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES	\$ 6,439.89
UTILITY MAINTENANCE CONTR	WATER SERVICE LINE INSTALLS	\$ 7,200.00
VERIZON WIRELESS:CELL PHS	CELL PHONE SERV; PZ & PW TABLETS	\$ 3,227.77
VISION ALLIANCE MARKETING	05/23 COURT SERVICES OFFICER	\$ 400.00
WADE, TERESA	TAEKWONDO INSTRUCTOR	\$ 180.00
WASTE CONNECTIONS, INC	TRASH DISPOSAL SVC:MAINT SHOP	\$ 206.46
WASTE CONNECTIONS, INC.	05/23 RECYCLE OR TRASH SVC	\$ 40,180.91
WILLIAMS JANITORIAL SUPPL	JANITORIAL SUPPLIES	\$ 434.50
WILLIAMS, JOY:ATTY AT LAW	PROSECUTOR SVC	\$ 531.25
PAYROLL CHECKS	PAYROLL CHECKS ON 06/07/2023	\$ 76,686.07
	<b>CLAIMS TOTAL</b>	<b>\$ 478,328.82</b>



JUN 13 2023

*City of Bel Aire, Kansas*



## STAFF REPORT

**DATE:** June 14, 2023  
**TO:** Ty Lasher, City Manager  
**FROM:** Marty McGee, Public Works Director  
**RE:** New Zero turn Lawnmower

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### **BACKGROUND:**

Public Works needs to add a new lawnmower to our Parks Department fleet to better assist with our workload and to address an aging mower that is in need of replacement soon.

### **DISCUSSION:**

As our city continues to grow the demand for maintenance of our city parks and public grounds increases. We request Council approve the purchase of a zero-turn lawnmower to keep up with current and future demands. Staff has researched a variety of models that meet our specifications and recommends the City Council authorizes Public Works to purchase a Spartan KGZ-XD 60" mower to keep up with city demands not to exceed the price of \$20,000.

### **FINANCIAL CONSIDERATIONS:**

The 2023 budget includes \$20,000 for the purchase of a new commercial grade lawnmower.

### **POLICY DECISION:**

Staff is adhering to the purchasing policy in gathering a minimum of three bids. We have reached out to three such suppliers with the specifications we are looking for.

#### **Suppliers:**

Kansas Golf & Turf: Spartan KGZ-XD 60"  
 (\$14,100)

Wichita Tractor Co: Bad Boy Rogue 61"  
 (\$13,317.10)

White Star: Bobcat ZT7000 61" (\$13,517)

White Star: Bobcat ZT7000 72" (\$14,351)

### **RECOMENDATION:**

Staff recommends that the Council accept the quote from Kansas Golf & Turf in the amount of \$14,100.



*City of Bel Aire, Kansas*

## STAFF REPORT

DATE: June 14, 2023

TO: Governing Body, City Manager

FROM: Planning Commission

RE: May 11, 2023, Planning Commission Meeting



### **PUD-23-02. Amending Zoning Districts in Tierra Verde South Addition PUD to include R-5 and R-6 Zoning.**

The planning commission considered an amendment to the Tierra Verde PUD to allow for R-5 and R-6 Zoning (as well as C-1 as originally plated). The Commissioners studied the material provided by the applicant, including the proposed amended PUD language (attached) and other evidence presented by the representative for the applicant. The Commission conducted a public hearing on May 11, 2023, in relation to the application where interested parties and citizens were given the opportunity to be heard. There were two citizen concerns addressed during the open hearing. Both were concerned with the proximity of the development to Sawmill Creek in Wichita. There was concern that Lot 3, which abuts Sawmill Creek on the east side, could have an apartment or hotel built. They were also concerned with Skragg St becoming a through street from Sawmill to Tierra Verde.

Phil Meyer with Baughman Company spoke on behalf of the applicant and addressed concerns from citizens and the Planning Commission. He stated that a request was being made to offer more options for development in an area that has been vacant for some time. The applicant, as well as Mr. Meyer, thought that providing more options for land use could encourage development of the property. He noted that at this time, there are no specific developments or developers in mind for the area.

After the hearing was closed, the Commission spoke at length about ensuring the separation of Sawmill Creek and Tierra Verde be honored as there is a berm and tree line that separates the two developments. It was also mentioned that keeping Lot 3 as stated in the original PUD and not allowing for R-5 or R-6 use would be a good compromise. After deliberation on this opinion, it was stated that allowing R-5 would be an acceptable use in Lot 3. The commissioners agreed that this was a reasonable request as multi-family homes are located north of Tierra Verde and development of the property would benefit the city and the property owner.

After review, the Planning Commission voted (by passing a 5-0 motion) to **recommend approval to amend the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3.**

procedures. A final PUD must contain:

PUD 22

Section XI, Item B.

- a. Deeds of Dedication
- b. Copy of all covenants part of the preliminary PUD
- c. Evidence of ownership, financial and administrative ability as required by the terms of the preliminary PUD
- d. Evidence of satisfaction of any stipulation of the preliminary PUD
- e. Evidence of platting consistence with the Zoning Ordinance 418 and the PUD

### APPLICATION

This form MUST be completed and filed at City Hall, Bel Aire, Kansas, 6751 E Central Park, Bel Aire, Kansas 67226. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED. Check the appropriate box below for type of application being submitted. A separate application and filing fee is required for each application. A preapplication conference with City Staff is recommended before filing this application.

- 
- ☐ Change Zoning Districts: From: \_\_\_\_\_ to Add R-5 & R-6
- ☒ Amendments to Change Zoning Districts a portion of Tierra Verde South Addition PUD to include R-6
- ☐ Preliminary PUD \_\_\_\_\_ ☐ Preliminary PUD with plat/ zoning
- ☐ Final PUD \_\_\_\_\_ ☐ Final PUD with plat/ zoning

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## City of Bel Aire Planning Commission

☐ Approved      ☐ Rejected

Comments to City Council

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## City of Bel Aire Council

☐ Approved      ☐ Rejected

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Name of owner ME Enterprises IV, LLC (Masoud Etezazi)Address 2101 E. 21st St N, Wichita, KS 67214 Telephone \_\_\_\_\_Agent representing the owner Baughman Company, P.A. (Philip J. Meyer, L.A.)Address 315 Ellis St, Wichita, KS 67211 Telephone 316-262-7271

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

2. The application area contains 57.38 +/- acres.

3. This property is located at (address) n/a which is generally  
 located at (relation to nearest streets) 1/2 mile north of 45th St on west side of Webb Rd

4. County control  
 number: PIN Nos. 598549, 598551-598557, 598559-598561, 598562

5. NAMES OF OWNERS - For land inside the city limits, an ownership list of the  
 names, addresses and zip codes of the owners of record of real property located within

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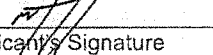

200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

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

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

1. Applicant	ME Enterprises IV, LLC (Masoud Etezazi)	Phone	
Address	2101 E 21st St. N, Wichita, KS	Zip Code	67214
Agent	Baughman Company, PA (Philip Meyer, LA)	Phone	316-262-7271
Address	315 Ellis St, Wichita, KS	Zip Code	67211
2. Applicant	City of Bel Aire (Land Bank)	Phone	
Address	7651 E. Central Park Ave, Bel Aire, KS	Zip Code	67226-7600
Agent	Baughman Company, PA	Phone	
Address		Zip Code	

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

x  BY  Authorized Agent (If Any)

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



**TIERRA VERDE SOUTH ADDITION**  
**PLANNED UNIT DEVELOPMENT**

Amendment Application to allow R-6 Uses to the following:

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



## OWNERSHIP LIST

## PROPERTY DESCRIPTION

## PROPERTY OWNER

Lot 1, Blk 1 AND Lots 3 thru 8 inclusive, Blk 1 AND Lots 2, 3, & 4, Blk 2 AND Reserve A <b>Part of Subject Property</b>	Tierra Verde South Addition	ME Enterprises IV, LLC 2101 E. 21 <sup>st</sup> St. Wichita, KS 67214
Lot 2, Blk 1, EXC begin 458.66' SEly of NE corner of Lot 2; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin; & EXC that part of Lot 2 comm at N-most NE corner thereof, th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & Wly along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin AND Lot 1, Blk 2 AND Reserve B <b>Part of Subject Property</b>	“	North Webb, LLC PO Box 377 Attica, KS 67009
Begin 458.66' SEly of NE corner of Lot 2, Blk 1; th. SEly 56.29'; th. SEly along curve 135.13'; th. SWly 10.06'; th. SWly along curve 37.02'; th. SWly 411.58'; th. NWly 198.77'; th. NEly 432.41' to begin <b>Part of Subject Property</b>	“	City of Bel Aire, Kansas 7651 E. Central Park Ave. Bel Aire, KS 67226

That part of Lot 2, Blk 1, comm at N-most NE corner thereof, th. SEly 321.95' to p.o.b.; th. SEly 136.71'; th. SWly 432.41'; th. SEly 198.76' to Sly line of Lot 2; th. SWly along Sly line 5.34' to curve; th. SWly & Wly along curve 139.47'; th. Wly 61.03' to SW corner of Lot 2; th. Nly 179.18'; th. NEly 352.45'; th. NWly 110'; th. NEly 180' to begin <b>Part of Subject Property</b>	“	Tierra Webb Properties, LLC PO Box 377 Attica, KS 67009
Reserves C, D, E, F, G, H, I, & J <b>Part of Subject Property</b>	“	City of Bel Aire, Kansas, Land Bank 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk C	Sunflower Commerce Park Addition	Webb Industrial, LLC PO Box 45 Columbus, KS 66725
Lot 1, Blk 1	Eighty-Four Lumber Addition	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
The N/2 of the SW/4, EXC that part lying N & W of MOPAC Railroad r.o.w., 21-26-2E		Webb254, LLC 833 S. East Ave. Columbus, KS 66725
The N 150' of the W 340' of the N/2 of the SW/4, EXC the W 60' for road, 21-26-2E AND Begin at the NW corner of the SW/4, th. E to MOPAC r.o.w.; th. SWly along r.o.w. to W line of SW/4; th. N to begin, EXC the W 340' of the N 150' thereof, 21-26-2E		R. Kevin Bryant & Sherlyn K. Bryant 4956 N. Webb Rd. Wichita, KS 67226
Lot 2, Blk 2 AND Lot 4, Blk 2, EXC begin at SE corner, th. SW 42.42' to W line of SE/4 of SE/4 of Sect 20-26-2E; th. N 133.99' to point on Ely line of Lot 4; th. SE 127.10' to begin AND Reserve A	Bel Aire Industrial Park Addition	WAM Investments, LLC 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206

Reserve B	“	Security Bank of Kansas City 7651 E. Central Park Ave. Bel Aire, KS 67226
Lot 1, Blk 1, EXC begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4 of Sect 20-26-2E; th. N 461.87' to Sly r.o.w. line of Union Pacific Railroad; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin AND That part of Lot 1, Blk 1, begin at SW corner, th. NW 127.10' to W line of E/2 of SE/4 of Sect 20; th. N 461.87' to Sly r.o.w. line of Union Pacific Railroad; th. NE 5.97'; th. E 355.68'; th. S 500.04'; th. W 19.41'; th. along curve 114.06'; th. SW 195.98' to begin	Bel Aire Industrial Park 2nd Addition	WAM Capital Corporation 1223 N. Rock Rd., Ste. E200 Wichita, KS 67206
Lots 10 thru 14 inclus, Blk 2 AND Lots 22 thru 26 inclus, Blk 2 AND Reserve E	Sawmill Creek Addition	Sawmill Properties, LLC 9235 E. Harry, Ste. 100 Wichita, KS 67207
Lot 46, Blk 2	“	Steven L. & Amy K. Renn 8714 E. Scragg St. Wichita, KS 67226
Lot 47, Blk 2	“	David L. & Tamara S. Doan 8718 E. Scragg St. Wichita, KS 67226
Lot 1, Blk 3	“	Curtis A. & Cindy R. Nickel 8734 E. Blade St. Wichita, KS 67226
Lot 2, Blk 3	“	Larry R. & Debra J. Stene 8730 E. Blade St. Wichita, KS 67226
Lot 3, Blk 3	“	William F. Hensley, Jr. & Mary E. Hensley 8726 E. Blade St. Wichita, KS 67226



Lot 4, Blk 3	“	Vision Homes Investments, Inc. 8722 E. Blade Ct. Wichita, KS 67226
Lot 5, Blk 3	“	Scott G. & Laura N. Mossman 8718 E. Blade Ct. Wichita, KS 67226
Lot 6, Blk 3	“	Anil Amritial Bhula & Kirti Anil Bhula 8714 E. Blade Ct. Wichita, KS 67226
Lot 14, Blk 3	“	Hassan Abed Moubarak 8709 E. Scragg St. Wichita, KS 67226
Lot 15, Blk 3	“	Ahmad Moubarak 8713 E. Scragg St. Wichita, KS 67226
Lot 20, Blk 4	“	Christy J. Vasconcellos 8709 E. Millrun St. Wichita, KS 67226
Lot 21, Blk 4	“	Ricky J. & Terry L. Brittain 8713 E. Millrun St. Wichita, KS 67226
Lot 22, Blk 4	“	Asa M. & Vanessa G. Latour 8717 E. Millrun St. Wichita, KS 67226
Lot 23, Blk 4	“	Mitsunori & Hiroka Fujinuma 8721 E. Millrun St. Wichita, KS 67226
Lot 6, Blk 1	Pines at Sawmill Creek Addition	New Era III, LLC PO Box 487 Wichita, KS 67201
Lots 28 & 29, Blk A	Deer Run Addition to Bel Aire	2BD, LLC 2418 S. Hoover Wichita, KS 67215
Lot 24, Blk 1	Skyview at Block 49 Addition	JKC, LLC PO Box 10 McPherson, KS 67460
Lot 25, Blk 1	“	Artistic Builders, LLC 11000 Fremont Circle Mulvane, KS 67110

Lots 26, 27, & 28, Blk 1 AND Lot 1, Blk 5	“	C & J Investment Group, LLC 2222 SW 96 <sup>th</sup> St. Sedgwick, KS 67135
Reserve C	“	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lots 14 thru 25 inclus, Blk D	Skyview at Block 49 2 <sup>nd</sup> Addition	Skyview at Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226
Lot 1, Blk 1 AND Reserve A	Skyview at Block 49 3 <sup>rd</sup> Addition	Block 49, LLC 5219 N. Hampton St. Bel Aire, KS 67226

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

All of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with all of Lots 1, 2, 3, and 4, Block 2, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas, TOGETHER with all of Reserves A, B, C, D, E, F, G, H, I, and J, Tierra Verde South Addition, to the City of Bel Aire, Sedgwick County, Kansas.

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

Security 1<sup>st</sup> Title, LLC

By: JoAnn Childers  
Licensed Abstracter

Order: OE002489  
KJK

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

THIS AGREEMENT is made and entered into by and between ME ENTERPRISES IV, LLC, a Kansas Limited Liability Company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Developer desires zoning by a PUD from the City on a portion of land more fully described below and herein referred to as TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas; and

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

**PURPOSE.** This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, is a condition precedent to final consideration by the City of the Developer's request for approval of the final plat on a tract of land more fully described below and herein referred to as the TIERRA VERDE SOUTH ADDITION PUD project to the City of Bel Aire, Kansas.

**TIERRA VERDE SOUTH ADDITION PUD PROJECT LEGAL DESCRIPTION.** A portion of TIERRA VERDE SOUTH ADDITION PUD, City of Bel Aire, Kansas more particularly described as, to-wit:

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

**PERMITTED USE.**

The Tierra Verde South Addition to the City of Bel Aire, Kansas shall have the uses permitted in the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "R-6" Multi-Family District, "C-1" Neighborhood Commercial Office & Retail District and "C-2" Planned Commercial District, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

Lot 3, Block 1, shall not be allowed any "R-6" Multi-family District uses. It shall be restricted to the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "C-1" Neighborhood Commercial Office & Retail District, and "C-2" Planned Commercial District.

"R-6" Multi-Family:

- Single- Family
- Duplex
- Garden & Patio Homes
- Townhomes
- Condominiums
- Multi-Family
- Churches
- Day-care
- Schools
- Leasing office
- Playgrounds or community spaces.
- Accessory structures as approved by the city manager.

The building setbacks for the "R-5" Garden and Patio Homes, Townhouse and Condominiums District and "R-6" Multi-Family shall be as follows: twenty-five feet (25') front yard setback; ten feet (10') side yard setback; and twenty feet (20') rear yard setback.

"C-1 and C-2":

- Accessory structure as approved by the City Manager.
- Special Events permits approved by the City Manager
- C-1 permitted uses as define in Chapter 7 zoning code – section 7.11 Neighborhood Commercial, Office Retail

The building setback for "C-1" and "C-2" shall be per the recorded plat of Tierra Verde South Addition. No building shall be constructed within a public utility easement.

**GENERAL PROVISIONS.** This agreement shall be subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas as recorded at the Register of Deeds on the 21<sup>st</sup> day of September, 2009. (Recording Info. - DOC #/FLM-PG: 29092138)

**PURPOSE.** A specific purpose of this agreement is to assure that necessary improvements are in place to support development of the tract of land herein referred to as the Tierra Verde South Addition to the City of Bel Aire, Kansas. Therefore, the Developer's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The City reserves the right to clarify any conflicts between this document and plat.

**RECORDING.** The Developer shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds within 30 days of final approval and within 45 days provide City will proof of filing. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished by the Developer to the general contractor before building permits are issued.

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

THIS AGREEMENT is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ME ENTERPRISES IV, LLC, DEVELOPER

\_\_\_\_\_  
MASOUD ETEAZI, MEMBER

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR, JIM BENAGE

SEAL

ATTEST:

\_\_\_\_\_  
CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        ) ss:

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public, came Masoud Etezazi, Member of ME Enterprises IV, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, for said limited liability company.

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

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

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        ) ss:

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public, came Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the forging Agreement Concerning the Development of TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Jim Benage.

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

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





## Memo

DATE: May 30, 2023  
TO: Ted Henry  
FROM: Deb Appel  
RE: Contracting printing and mailing of Utility Bills and Late Notices

To address inefficiencies and rising costs of mailing utility bills, the finance department requested quotes and demos from two companies that provide printing and mailing services. Based on the lower cost and wider range of services, staff recommends contracting InfoSend for the printing and mailing of utility bills and notices.

May 2023, 2,288 bills were mailed and 1,479 bills were emailed.

Concerns that the utility department need to address include but not limited to:

- Equipment failure including copier and folding machine
- Aging folding machine that is reaching its end of life
- Despite toner on auto-reorder, often run out of toner while printing billing inserts therefore printing on hold while toner is delivered.
- Amount of staff time needed to print, stuff, transport bills to post office.
- Staff shortage during billing process. Ted and Deb often transport bills to post office.
- Rising costs of postage, envelopes, and billing paper. Delayed delivery time of envelopes due to product shortages.
- Limited to a one-page insert which has caused some departments' information to be delayed to the following month(s).
- Storage and accessibility of utility bills. Since software overwrites previous bill, customers cannot get a reprint of a bill after 15 days.
- State Statutes require billing sheets be maintained for 3 years which cannot be met with current billing software.

The current process for bills delivered by mail is for the utility billing specialist to have her computer send the bills to the main city hall copier for printing. During this process, the staff's computer is tied up and cannot use any application plus the copier is tied up for approximately three hours and cannot be used by other staff. While bills are printing, the utility specialist flips through the 2,300 bills looking for bills with identical mailing addresses and pulling them out to be hand folded, hand stuffed, hand labeled, and postage applied by the staff at the postage machine after weighing each piece. There are roughly 100 mailing addresses that receive multiple bills and must be packaged separately for ease of the customer and to reduce postage costs. The specialist also pulls bills by zip code before starting the folding/envelope stuffing process outlined below, as they must be sorted by zip before going to the post office.

The remaining bills are run through the stuffing machine, often with a one-page insert. The machine folds, inserts into an envelope, and seals the envelope. The envelope used has a permit insignia in the top right corner. The utility specialist does a final count of the number of bills being mailed at the post office, creates an Acceptance Notice via the USPS website, and requests a check from the Treasurer. A city employee then drives to the post office and delivers the trays of utility bills.

The process outlined above usually takes 1.5 business days to complete unless equipment failure causes delays. Staff is recommending InfoSend to reduce staff time to 1 hour.

Staff proposes to use InfoSend as their process would take about 30 minutes total, reduce overall cost, remove the risk of an employee driving to the post office, and frees up staff time to take calls from customers with billing questions or needing to set up or change services.

InfoSend services also include the ability to store the utility bill for three years, ability to re-mail a bill, tracks mail delivery to the postal system, confirmation that addresses used are USPS recognized, forwards automatically to customers with updated addresses that customer may not have shared with the city and can adjust the bill template since the City's antiquated software cannot. InfoSend's process enables them to identify all identical mailing addresses and package them in appropriately sized envelopes at the lowest mailing costs. InfoSend can send up to six total pages per mail piece without additional postage costs. This will enable the city to send multi-page inserts allowing all pertinent city information to be sent without delay.

InfoSend can provide these services at a lower price due to the high mail volume, they manufacture their envelopes therefore removing a third-party vendor, and their printing processes remove the necessity of specialized billing paper. But the look of the city's bill will not change.

Below is a snapshot of the cost to contract with InfoSend and compares it to Postalocity and cost of mailing in-house. In-house costs are for materials and postage only, and does not account for staff time, use of admin vehicle, copier cost, or annual \$1,667 maintenance contract for folding machine.

	Current Cost	Postalocity	InfoSend
Mail piece with one page insert	.157		.146
Postage (Permitted*)	.531		.468
Three-year billing storage		N/A	.04
<b>Total per mail Piece w/insert</b>	<b>.688</b>	<b>1.24</b>	<b>.654</b>
<b>Total 2,288 bills w/insert</b>	<b>\$1,574.14</b>	<b>\$2,837.12</b>	<b>\$1,496.35</b>
<b>Total 2,288 bills without insert</b>	<b>\$1,413.98</b>	<b>\$2,356.64</b>	<b>\$1,295.08</b>

This Master Service Agreement (“**Agreement**”) is entered into on \_\_\_\_\_ (the “**Effective Date**”) by and between The City of Bel Aire KS, a Municipal Corporation, having its main office at 7651 E. Central Park Avenue, Bel Aire KS, 97226 (“**Client**”) and InfoSend, Inc., a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 (“**InfoSend**”). Client and InfoSend are collectively referred to herein as the “**parties**” and individually as a “**party**.”

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

## 1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

**1.1 “Affiliate”** means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

**1.2 “Agreement”** shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

**1.3 “User(s)”** shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

**1.4 “Services”** shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

**1.5 “System”** shall include all InfoSend hosted data and software applications.

**1.6 “Client Data”** shall refer to all Client-supplied computer data files that contain personally identifiable information.

## 2 Services Provided by InfoSend

### 2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A (“Scope of Primary Services”) to this Agreement at the price set forth in Exhibit B (“InfoSend Fees”). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client

shall purchase such services in accordance with the provisions of Exhibit C (“Professional Services”) of this Agreement.

### 2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

### 2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

## 3 License Grant and Restrictions

### 3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the “License”).

### 3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

## 4 Privacy and Security

#### 4.1 Regulatory Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

Client, as of a date specified in notice, pursuant to Section 6.3.

#### (iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

## 5 Term & Termination

### 5.1 Term

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of ~~three (3) years~~ one year ("Initial Term") from the Effective Date. This Agreement will automatically renew for successive ~~two (2)~~ one (1) year periods ("Renewal Terms") unless either Client or InfoSend provides the other party with at least sixty (60) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

### 5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

#### (i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the "Cure Period"). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party with thirty (30) days' written notice as of a date specified in such notice.

#### (ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to

### 5.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, without offset, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

### 5.4 Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.

The discontinuance fee will be equal to two (2) months of the Client's average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend. The

parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

### 5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes or shortages, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, pandemics, supply-chain issues which causes a substantial increase in costs or decrease in availability of materials necessary for InfoSend and/or its Affiliate(s) to perform services under this Agreement, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

## 6 Invoicing and Payments

### 6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 30 unless expressly agreed to by InfoSend.

### 6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific details as to the matters in dispute or any dispute shall be deemed waived.

### 6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due at a rate of 1.5% per month.

The recurring nature of InfoSend's Services result in a rapid rise in financial loss to InfoSend if a Client's accounts payable process is delayed, particularly when InfoSend is

invoicing Client for postage charges. The Section XI, Item C. reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend's Accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

## 7 Communications

### 7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

#### To Client:

C/O (Department): \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

#### To InfoSend:

C/O: President  
Address: 4240 E. La Palma Avenue  
Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

## 8 Confidentiality & Intellectual Property

### 8.1 Confidentiality

All information and data relating to Client's business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault of InfoSend or its Affiliate(s); (b) information that was known to InfoSend or its Affiliate(s) prior to disclosure by Client; or (c) information that is independently developed

by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a "Request to Disclose") from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

## 9 Representations & Warranties

### 9.1 InfoSend Representations and Warranties

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within

sixty (60) days following delivery of an otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

### 9.2 Client Representations and Warranties

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

### 9.3 Warranty Disclaimer

*Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.*

*InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.*

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

### 9.4 Inbound Communication Services Disclaimer

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service (“USPS”) delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

### 9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients’ end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service (“USPS”) delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and

machine errors, faulty or erroneous information, caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client’s employees, or Client’s end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend’s gross negligence or willful misconduct.

## 10 Insurance

### 10.1 InfoSend’s Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker’s Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

## 11. Indemnification & Limitation of Liability

### 11.1 Indemnification

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that InfoSend shall not be liable for any errors, omissions, delays or losses.

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client. Client shall indemnify, defend and hold InfoSend and InfoSend’s Affiliate(s) harmless from any and all claims, damages, awards, costs, fees, expenses, interest, and penalties related to or arising from Client’s breach of any provision of this Agreement, any unlawful conduct of Client, and/or any event beyond the reasonable control of InfoSend or its Affiliate(s), including, without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b) Client failure to maintain security or confidentiality of data

or access credentials; and/or (c) violation of any applicable laws, regulations or industry standards.

### 11.2 Limitation of Liability

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The aggregate liability of InfoSend and its Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the fees that InfoSend received from Client in the preceding twelve (12) months prior to the accrual of the claim.

## 12 General

### 12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

### 12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of California without regard to the choice or conflicts of law provisions of any jurisdiction.

### 12.3 Entire Contract; Amendment

This Agreement (including its Exhibits) contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

### 12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

### 12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by

merger. Any purported assignment in this section shall be void.

Section XI, Item C.

### 12.6 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

### 12.7 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

**Exhibit A: Scope of Primary Services**

**Exhibit B: InfoSend Fees**

**Exhibit C: Professional Services**

### 12.8 Cooperative Agreement ("Piggybacking")

The parties agree that InfoSend may offer the prices, terms and conditions offered herein to other government agencies that wish to participate in a cooperative purchase program with Client. InfoSend will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At minimum, the following requirements must be met for the prices in this Agreement to be extended to the new agency:

- The new agency must require similar types of service for similar document types (i.e., statements, late notices);
- The monthly document volume that InfoSend will produce must be similar, or at a minimum, acceptable;
- The new agency must agree to use InfoSend's standard materials; and,
- The prices in this Agreement must still be profitable.

If the above conditions are not met then InfoSend will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate Agreements with the contract and for all payments thereunder made directly to InfoSend. InfoSend reserves the right not to extend this Agreement's terms in whole or in part to other agencies for any reason.

**[SIGNATURE PAGE FOLLOWS]**



Agreement is entered into by and between:

**Client:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**InfoSend:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## STAFF REPORT

DATE: June 14, 2023

TO: Ty Lasher, City Manager & Bel Aire Governing Body

FROM: Brian Hayes, Recreation Director

RE: May Activities

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### Recreation

- Pickleball participation was steady with 279 compared to 272 participants last month.
- Taekwondo participation was steady with 18 students compared to 19 in April.
- Tippi Toes Dance continues with 13 participants.
- Exercise classes were steady with 24 participants.
- Summer Ball leagues all are underway with nearly 200 participants on 16 teams. Barring any more rainouts, games will continue through the end of June.
- Summer Day Camp began on May 30<sup>th</sup> and registration is at capacity for the remainder of the summer. Camp runs M-F from 7:30 am – 6:30 pm through August 4<sup>th</sup>. We are a state licensed school aged childcare facility for up to 30 participants per day. Vans and busses are being contracted to provide transportation for swimming and field trips.
- Drop-in use was steady with 534 compared to 540 in April.
- The Parks Master Plans Open House will be held at the Rec Center on June 27<sup>th</sup>. See attached flyer.
- Mowing is in full swing as well as routine field maintenance and repair. There is a moderate amount of Bemudagrass that winterkilled therefore will have to be tended to through August.
- Upcoming Rec programs include a Disc Golf Clinic, TGA Golf, Happy Feet Soccer, and Bel Aire Ball.

### Seniors

- 895 seniors participated in Tai Chi, cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities and others compared to 835 last month.
- Special programs included several crafts and 4 educational sessions were held.
- Upcoming Senior activities include a cookout, more craft activities, presentations, as well as the many ongoing programs, mailings and virtual activities.

### Swimming Pool

- Minimal work was done per request to prepare for the pool's May 27<sup>th</sup> opening. Pool contractors attempted to patch and smooth the worn plaster but there were issues with groundwater and/or water trapped in voids between the plaster and the concrete basin. As a result, some of the patching failed again resulting in a rough surface in one area. This will be a major consideration as pool discussions continue. Swimmers are allowed to wear water shoes in the pool.
- So far pool participation has been moderate due to the rainy cool weather. Staff is hopeful that things pick up as swimming lessons begin and warmer weather arrives.

# City of Bel Aire

## Open House

Join us for a free come and go  
ice cream social!

**June 27th from 5:30-7:30**

**@ Bel Aire Recreation Center**

We will be going over the survey results as well as conceptual plans for three parks in Bel Aire. The City of Bel Aire is currently developing master plans for three parks in the community; Bel Aire Park, Central Park, and the Recreation Center. With your help, the City will be able to best plan the future of the city's parks & recreation and work to provide the most desirable amenities for all.

Section XIV, Item B.



# MANAGERS REPORT

**DATE:** June 15, 2023  
**TO:** Mayor Benage and City Council  
**FROM:** Ted Henry, Assistant City Manager  
**RE:** May 2, 2023 Agenda



## **Consent Agenda (VI)**

The Consent Agenda contains the minutes of the June 2<sup>nd</sup> City Council meeting.

In addition, the Consent Agenda contains Petitions and associated Resolutions for infrastructure improvements to Bel Aire Heights Estates. As you may remember, the Planning Commission accepted a PUD final plat for this development in April. Then at the May 2<sup>nd</sup> meeting, City Council accepted the dedications for the plat. The Developer is now ready to install paving, sanitary sewer, and water distribution system improvements on the property. The petitions will set limits for the costs of the improvements. The associated Resolutions on the agenda tonight will authorize the improvements. The costs associated with these improvements will ultimately be bonded and then special assessed to the property owners.

## **AP Ordinance (VII)**

This reporting period includes one payroll period. Annual payment to Payne Township is included in this report. Harding Street gravel project expenses to Foley Equipment rental and Northridge Sand for roller rental and 225.46 tons gravel totaled \$10,378.16.

## **City Requested Appearances (VIII)**

Gary O'Neal, President of the Bel Aire Area Chamber, will give an update on Chamber activities.

## **Quote for Lawn Mower (Item A)**

Public Works is requesting Council approve the purchase of a zero-turn lawn mower. The 2023 equipment replacement budget includes \$20,000 for the purchase of a new lawn mower. Staff researched a variety of models and requested quotes from three suppliers. Staff recommends Council accept the quote from Kansas Golf & Turf in the amount of \$14,100.

## **Amendment to PUD for Tierra Verde South Addition (Item B)**

At their May 11<sup>th</sup> meeting, the Planning Commission considered an amendment to the Tierra Verde South Addition PUD to allow for R-5 and R-6 Zoning, as well as C-1 as originally plated. At that meeting, the Commission conducted a public hearing. There were two citizen concerns addressed during the open hearing. Both were concerned with

the proximity of the development to Sawmill Creek in Wichita. There was concern that Lot 3, which abuts Sawmill Creek on the east side, could have an apartment or hotel built. They were also concerned with Skragg Street becoming a through street from Sawmill to Tierra Verde. Phil Meyer with Baughman Company spoke on behalf of the applicant and addressed concerns. The applicant thought that providing more options for land use could encourage development of the property, which has been vacant for some time. After the hearing was closed, the Commission studied the material provided by the applicant, including the proposed amended PUD language. After deliberation, it was stated that allowing R-5 was a reasonable request as multi-family homes are located north of Tierra Verde and development of the property would benefit the city and the property owner. After review, the Planning Commission voted (by passing a 5-0 motion) to recommend approval to amend the Tierra Verde South Addition PUD to include R-5 and R-6 multi-family zoning with the condition that R-6 not be allowed in Lot 3. The recommendation now comes before City Council for final approval.

### **InfoSend Contract (Item C)**

The Utility Billing Department currently prints, folds, stuffs and mails about 2,280 bills monthly. Although many customers have enrolled in email billing (about 1,479), we will always have a group of customers who need to have their bills mailed. The in-house printing and mail preparation is both time consuming and costly. Equipment and employees are tied up for the better part of two days when they could be put to better use on other tasks, such as direct customer service or account management. As our City grows and the demand for Utility Billing services grows, it is important that we utilize our full-time staff in the most efficient manner. In your packet, the City Treasurer, Deb Appel, has provided a detailed description of the current mailing process and cost comparison for outsourcing this task. Many other cities have struggled with the same inefficiencies and have ultimately outsourced mailing to a private company. These private mailing companies have the equipment, resources, and scale, to finish mailings in a more efficient and cost-effective manner. In addition, a private company may provide capabilities that the in-house system currently lacks, such as bill reprinting and retention. The finance department requested quotes and demos from two companies. Based on the lower cost and wider range of services, staff recommends contracting with InfoSend for the printing and mailing of utility bills and notices. The City Attorney has reviewed the contract provided by InfoSend. Staff recommends that Council approve the contract with InfoSend.

### **Executive Session (XII)**

No executive session is needed at this time.