



**AGENDA**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**October 15, 2024 7:00 PM**



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

**II. ROLL CALL**

Greg Davied \_\_\_\_ Tyler Dehn \_\_\_\_ Emily Hamburg \_\_\_\_  
Tom Schmitz \_\_\_\_ John Welch \_\_\_\_

**III. OPENING PRAYER:** Father Terry Hedrick

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

**V. PROCLAMATION**

A. Red Ribbon Week - October 23rd to 31st, 2024

**VI. DETERMINE AGENDA ADDITIONS**

**VII. CONSENT AGENDA**

A. Approval of Minutes of the October 1, 2024 City Council meeting.

B. Approval of Minutes of the October 8, 2024 City Council Special Meeting.

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

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

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

A. Consideration of Appropriations Ordinance No. 24-19 in the amount of \$1,295,281.77.

**Action:** Motion to (approve / deny / table) Appropriations Ordinance No. 24-19.

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

**IX. CITY REQUESTED APPEARANCES**

- A. **Special Presentation to Keith Price**
- B. **Aaron Maxwell, President of the Bel Aire Area Chamber of Commerce - Quarterly Report**
- C. **Ken Lee, Garver - Aurora Park Project**
- D. **Schaefer Architecture - New Public Works Facility**

**X. 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.*

## **XI. REPORTS**

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

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

- A.** **Consideration Of A Resolution Authorizing The Offering For Sale Of General Obligation Bonds, Series 2024A And General Obligation Temporary Notes, Series 2024B, Of The City Of Bel Aire, Kansas.**

**Action:** Motion to (accept / deny / table) the Resolution Authorizing The Offering For Sale Of General Obligation Bonds, Series 2024A And General Obligation Temporary Notes, Series 2024B, Of The City Of Bel Aire, Kansas and authorize the Mayor to sign.

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

- B.** **Consideration of a Government Service Agreement For Plan Review Code, Inspection And Enforcement Of Building, Electrical, Mechanical And Plumbing Codes By Sedgwick County In The City Of Bel Aire, Kansas (MABCD).**

**Action:** Motion to (approve / deny / table) the Government Service Agreement For Plan Review Code, Inspection And Enforcement Of Building, Electrical, Mechanical And Plumbing Codes By Sedgwick County In The City Of Bel Aire, Kansas and authorize the Mayor to sign.

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

- C.** **(PUD-24-03) Consideration of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending a Final PUD Planned Unit Development containing approved duplexes to be converted to townhouses with zero interior lot lines on a reduced lot size in a R-4 Single-Family Residential District as built. (A protest petition was not filed with the Bel Aire City Clerk within 14 days, after conclusion of the public hearing on 09/12/24.)**

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

1. Motion to approve the findings of fact and recommendation of the Planning Commission for PUD-24-03, Adopt the Ordinance as Presented, and authorize the Mayor to sign. (simple majority)
2. Motion to override the findings of fact and recommendation of the Planning Commission for PUD-24-03, Adopt alternate findings, disapprove the zone change request and Ordinance. (2/3 majority)
3. Motion to return the findings of fact and recommendation of the Planning Commission for PUD-24-03 to the Planning Commission for further consideration, with a statement specifying the basis for failure to approve or disapprove, the statement is; \_\_\_\_\_. (simple majority)

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

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

Tom Schmitz \_\_\_\_\_ John Welch \_\_\_\_\_ Mayor Jim Benage \_\_\_\_\_

**D. Consideration of A Planned Unit Development Agreement Concerning The Development Of Bristol Hollows Addition To The City Of Bel Aire, Kansas (PUD-24-03).**

**Action:** Motion to (approve / deny / table) the Planned Unit Development Agreement Concerning The Development Of Bristol Hollows Addition to the City of Bel Aire, Kansas, (as presented / as amended), and authorize the Mayor to sign.

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

**E. Consideration of Supplemental Agreement # 2 with Garver for daily inspections required by KDOT for the Woodlawn Reconstruction Project.**

**Action:** Motion to (accept / deny / table) Supplemental Agreement # 2 with Garver for daily inspections required by KDOT for the Woodlawn Reconstruction Project and authorize the Mayor to sign.

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

**F. Consideration of Incorporating by Reference, the Standard Traffic Ordinance for Kansas Cities (51st Edition), as published by the League of Kansas Municipalities in 2024. (STO 2024)**

**Action:** Motion to (adopt / deny / table) the Ordinance (as presented / as amended) and authorize the Mayor to sign.

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

**G. Consideration of Incorporating by Reference, the Uniform Public Offense Code for Kansas Cities (40<sup>th</sup> Edition), as published by the League of Kansas Municipalities in 2024. (UPOC 2024)**

**Action:** Motion to (adopt / deny / table) the Ordinance (as presented / as amended) and authorize the Mayor to sign.

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

**XIII. EXECUTIVE SESSION**

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

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

**XIV. DISCUSSION AND FUTURE ISSUES**

**XV. ADJOURNMENT**

**Action:** Motion to adjourn.

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

*Additional Attachments:*

**A.** Public Works Report - September 2024

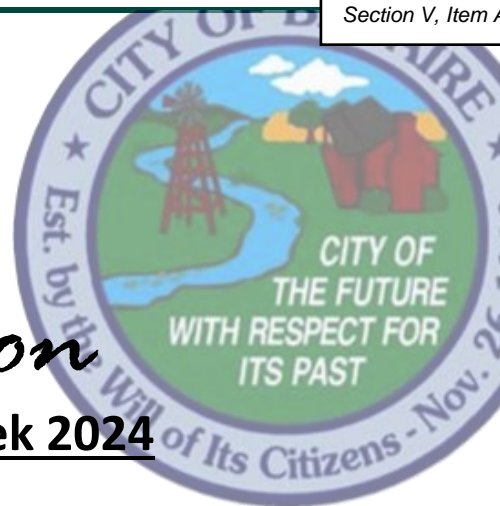
**B.** Recreation Update - September 2024

**C.** Manager's Report - October 15, 2024

**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.*





# *Proclamation*

## **Red Ribbon Drug Free Week 2024**

**TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:**

**WHEREAS,** The City of Bel Aire values the health and safety of all our citizens; and

**WHEREAS,** Local leaders know that the support of people is the most effective tool they have in efforts to reduce the problems associated with alcohol, tobacco and other drugs; and

**WHEREAS,** Substance abuse is particularly damaging to one of our most valuable resources, our children, and a contributing factor in the three leading causes of death for teenagers—accidents, homicides and suicides; and

**WHEREAS,** today, the Red Ribbon serves as a catalyst to mobilize communities to educate youth and encourage participation in drug prevention efforts, particularly in combating modern challenges such as the fentanyl crisis; and

**WHEREAS,** It is the goal of the Kansas Red Ribbon Campaign and the City of Bel Aire to involve families schools, business, churches, law enforcement agencies and service organizations in all aspects of this campaign and establish an atmosphere that supports awareness, education and on-going initiatives to prevent illegal drug use; and

**WHEREAS,** The Kansas Red Ribbon Campaign theme promotes family and individual responsibility for living healthy, drug-free lifestyles, without illegal drugs or illegal use of legal drugs; and,

**WHEREAS,** October is also National Medicine Abuse Awareness Month, and citizens are encouraged to “Lock Your Meds” and properly dispose of old or unused over-the-counter or prescription medication;

**THEREFORE,** I Jim Benage, Mayor, do hereby proclaim October 23—31, 2024 as "Red Ribbon Week" in the City of Bel Aire and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to participate in drug prevention education activities, wear and display red ribbons, and make a visible statement that we are strongly committed to a drug-free community.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 15th day of October, 2024.

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Jim Benage, Mayor



# MINUTES

## CITY COUNCIL MEETING

7651 E. Central Park Ave, Bel Aire, KS  
October 01, 2024 7:00 PM



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

**II. ROLL CALL**

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

Also present were City Manager Ted Henry, City Attorney Maria Schrock, Finance Director Barry Smith, City Engineer Anne Stephens, City Clerk Melissa Krehbiel, and Bond Counsel Kevin Cowan of Gilmore & Bell, P.A.

**III. OPENING PRAYER:** Gary Green provided the opening prayer.

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

Mayor Benage led the pledge of allegiance.

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

**VI. CONSENT AGENDA**

**A. Approval of Minutes of the September 17, 2024 City Council meeting.**

**MOTION:** Councilmember Welch moved to approve the Consent Agenda as listed and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

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

**A. Consideration of Appropriations Ordinance No. 24-18 in the amount of \$471,661.63.**

**MOTION:** Councilmember Dehn moved to approve Appropriations Ordinance No. 24-18. Councilmember Schmitz seconded the motion. *Motion carried 4-0.*

**VIII. CITY REQUESTED APPEARANCES**

**A. Edward Watson, II, attorney and Foulston Siefkin partner – Streetlights Alliance for Fair Energy Rates (SAFER) Update**

Mr. Watson gave an update on the case.

**B. Julie Stimson, Director, Sedgwick County Emergency Management - Regional Hazard Mitigation Plan**

Ms. Stimson gave a brief presentation about the plan.

**IX. PUBLIC HEARING**

**A. The purpose of public hearing is to hear any and all written or oral objections to the respective assessments considered in the Ordinance Levying Special Assessments on the agenda.**

Thu Dean, spoke to the Council. She and her husband are opposed to the special assessments. With recent high inflation, and current wage conditions, this will be a financial burden. Many of their neighbors are also retirees on a fixed income.

Dana McElrath, 5289 Millway, spoke to the Council in opposition to the special assessments. He asked questions related to the notification process, and the timing of the assessments.

Brandon Bellamy, 5294 N. Hampton, spoke in opposition to the special assessments. He asked how a special benefit is established for the special assessments.

No others requested to speak.

**MOTION:** Councilmember Hamburg moved to close the Public Hearing. Councilmember Schmitz seconded the motion. *Motion carried 4-0.*

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

**XI. REPORTS**

**A. Council Member Reports**

Councilmember Hamburg attended the latest meeting of the K-254 Corridor Association.

Councilmember Dehn briefly reported on recent meetings: the Kansas Water local consult, the K-254 Corridor Management Plan, the Safe Routes to School strategic planning focus group, and the Wichita school district’s facilities management plan listening session which will affect Isely Elementary. He reminded everyone that the final public meeting for the K-254 Corridor Management Plan will be held at Circle Middle School on October 9<sup>th</sup>. Also, Isely will hold a walk-to-school event on October 9<sup>th</sup>.

**B. Mayor's Report**

Mayor Benage briefly reported on the K-254 Corridor Association meeting, the CCUA board meeting, and the Kansas Water Consult. He noted the importance of KOMA (Kansas Open Meetings Act) training and encouraged all Bel Aire board/ committee/ commission members to contact the City Attorney if they have not already completed the training.

C. City Attorney Report

City Attorney Maria Schrock briefly reported on a training she attended regarding Planning Commissions. At the next meeting of the Bel Aire Planning Commission, there will be a review of KOMA and the “golden factors” of zoning.

D. City Manager Report

City Manager Ted Henry reported on upcoming events:

- October 5<sup>th</sup> is Curbside Cleanup. Guidelines can be found on the City’s website.
- October 19<sup>th</sup> is Fall Fest at the Bel Aire Recreation Center.
- October 14<sup>th</sup> is Columbus Day and City Offices will be closed for staff professional development and training.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

- A. Consideration of An Ordinance Levying Special Assessments And Benefit Fees On Certain Property To Pay Costs Of Internal Improvements In The City Of Bel Aire, Kansas, As Authorized By Resolution Nos. R-17-12, R-17-14, R-17-13, R-17-15, R-18-06, R-18-08, R-18-10, R-18-12, R-20-20, R-20-21, R-20-22, R-20-23, R-20-24, R-21-03, R-21-05, R-21-06, R-21-39, R-21-32, R-21-13, R-21-14, R-21-15, R-21-17, R-21-37, R-21-38, R-21-20, R-21-21, R-21-22, R-21-23, R-21-19, R-21-41, And R-21-29; And Providing For The Collection Of Such Special Assessments And Benefit Fees.

**MOTION:** Councilmember Hamburg moved to adopt An Ordinance Levying Special Assessments And Benefit Fees On Certain Property To Pay Costs Of Internal Improvements In The City Of Bel Aire, Kansas, As Authorized By the Resolutions listed here [above]; And Providing For The Collection Of Such Special Assessments And Benefit Fees and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 4-0.*

- B. Consideration of A Resolution Adopting the Kansas Homeland Security Region G Hazard Mitigation Plan.

**MOTION:** Councilmember Welch moved to adopt Resolution No. R-2024-19 Adopting the Kansas Homeland Security Region G Hazard Mitigation Plan and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

- C. Consideration of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending a Conditional Use Permit to Build an Oversized Private Use Shed on Property Zoned as R-1 and Located In The City Of Bel Aire, Kansas Under The Authority Granted By The Zoning Regulations Of The City (CON-24-02).

**MOTION:** Councilmember Welch moved to approve the findings of fact and recommendation of the Planning Commission for CON-24- 02, Adopt Ordinance No. 723 as Presented, and authorize the Mayor to sign. Councilmember Hamburg seconded the motion.

Roll Call Vote:

Tyler Dehn - Aye      Emily Hamburg - Aye  
Tom Schmitz - Aye   John Welch - Aye   Mayor Jim Benage - Aye

*Motion carried 5-0.*

**D.      Consideration of a Resolution to Establish the Designation of the Official Newspaper for the City of Bel Aire Pursuant to Charter Ordinance No. 25.**

**MOTION:** Councilmember Welch moved to adopt Resolution No. R-2024-20 as presented and authorize the Mayor to sign. Councilmember Schmitz seconded the motion. *Motion carried 4-0.*

**XIII. EXECUTIVE SESSION**

**MOTION:** Councilmember Welch moved to take a 5-minute recess. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

**MOTION:** Councilmember Hamburg moved to recess into executive session to discuss with legal counsel and receive legal advice related to the Woodlawn Roadway Project. The discussion will be pursuant to K.S.A. 75- 4319 (b)(2) for legal consultation with Neil Gosch which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer, and Katherine Chlumsky. The meeting will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 8:41 p.m. Councilmember Welch seconded the motion. *Motion carried 4-0.*

The Council then recessed into executive session. At 8:43 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.**      Special Meeting – October 8<sup>th</sup> at 6:00 p.m.?
- B.**      Workshop - October 8th at 6:30 p.m.?
- C.**      City Hall Christmas Lights Discussion
- D.**      New Utility Bill Layout Discussion

The Council briefly discussed upcoming meetings. There was a consensus to hold a special meeting on October 8<sup>th</sup> at 6:30 p.m. to be followed by the City Council workshop at 7:00 p.m. City Manager Ted Henry shared an example copy of the new utility bill layout, and the proposed plan for City Hall Christmas Lights this year.

**XV. ADJOURNMENT**

**MOTION:** Councilmember Dehn moved to adjourn. Councilmember Schmitz seconded the motion. ***Motion carried 4-0.***

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

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



**MINUTES  
SPECIAL CITY COUNCIL  
MEETING**

**7651 E. Central Park Ave, Bel Aire, KS  
October 08, 2024 6:30 PM**



**I. CALL TO ORDER:** Mayor Jim Benage called the meeting to order at 6:30 p.m.

**II. ROLL CALL**

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

Also present were City Manager Ted Henry and City Attorney Maria Schrock.

**III. READING BY CITY ATTORNEY:** The written request for special meeting was read and is attached to these minutes.

**IV. EXECUTIVE SESSION**

**MOTION:** Councilmember Davied moved to recess into executive session to discuss with legal council and receive legal advice regarding contracts and potential litigation, all related to the Woodlawn Roadway Project. This discussion will be pursuant to K.S.A. 75-4319 (b)(2) for legal consultation with Neil Gosch which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer, and Katherine Chlumsky. The meeting will be for a period of 5 minutes, and the open meeting will resume in City Council Chambers at 6:38 p.m. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

The Council then recessed into executive session. At 6:39 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

**V. DISCUSSION**

**MOTION:** Councilmember Welch moved to terminate for cause the Contract for Engineering Services between the City of Bel Aire and MKEC, to design the Woodlawn Roadway Project, dated 08/07/18. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

**MOTION:** Councilmember Welch moved to accept the Contract for Engineering Services between Bel Aire and PEC, for \$268,500, to design the reconstruction of the Woodlawn Roadway Project and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

**MOTION:** Councilmember Welch moved to authorize Neil Gosch with Triplett Woolf Garretson to file suit against Mid-Kansas Engineering Consultants (MKEC), Pearson Construction, LLC, and Garver, LLC, for professional negligence and breach of contract, regarding the Woodlawn Roadway Project. Councilmember Davied seconded the motion. *Motion carried 5-0.*

**VI. ADJOURNMENT**

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

Approved by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

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





## REQUEST FOR A SPECIAL CITY COUNCIL MEETING



October 1, 2024

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THE HONORABLE JIM BENAGE,  
MAYOR OF THE CITY OF BEL AIRE:

We, the undersigned council members of the City of Bel Aire, Kansas, hereby respectfully request you to call a special meeting of the Bel Aire City Council to be held at the Bel Aire City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas, on Tuesday, October 8, at 6:30 p.m., for the purpose of:

- An executive session to discuss with legal counsel and receive legal advice regarding contracts and potential litigation, all related to the Woodlawn Roadway Project. The discussion will be pursuant to K.S.A. 75-4319 (b)(2) for legal consultation with Neil Gosch which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer, and Katherine Chlumsky.
- The Governing Body may convene after executive session to take binding action(s).

*[Remainder of this Page Intentionally Left Blank]*

Greg Davied

Tyler Dehn

Emily Hamburg

Tom Schmitz

John Welch

Pursuant to a Request for a Special Council Meeting dated October 1, 2024, and signed by at least three (3) members of the Council, I hereby call a Special Meeting of the Governing Body of Bel Aire, Kansas, pursuant to Bel Aire City Code 2.1.5, to be held at the time, place, and purpose as specified in the above request.

Jim Benage, Mayor

*[Remainder of this Page Intentionally Left Blank]*



City of Bel Aire, KS

Section VIII, Item A.

APPROPRIATE  
By Vendor Name

Payment Dates 9/26/2024 - 10/8/2024

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor: 2122 - AIR CAPITOL EXTERMINATING</b>					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	09/30/2024	10/04/2024		19.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	09/30/2024	10/04/2024		11.70
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	09/30/2024	10/04/2024		23.40
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	09/30/2024	10/04/2024		23.40
Vendor 2122 - AIR CAPITOL EXTERMINATING Total:					78.00
<b>Vendor: 1707 - ARC DOCUMENT SOLUTIONS LLC / ARC</b>					
ARC DOCUMENT SOLUTIONS L...	09/24- MONTHLY SERVICE A...	09/30/2024	10/04/2024		492.60
Vendor 1707 - ARC DOCUMENT SOLUTIONS LLC / ARC Total:					492.60
<b>Vendor: 0054 - AT&amp;T</b>					
AT&T GLOBAL NETWORK	EQUIP REPAIR/MAINT	10/03/2024	10/04/2024		267.03
AT&T GLOBAL NETWORK	INTERNET BACKUP	09/27/2024	09/27/2024		150.00
Vendor 0054 - AT&T Total:					417.03
<b>Vendor: 0172 - ATLAS ELECTRIC LLC</b>					
ATLAS ELECTRIC LLC	LIGHT PANEL CK	10/01/2024	10/04/2024		80.00
Vendor 0172 - ATLAS ELECTRIC LLC Total:					80.00
<b>Vendor: 0472 - BEALL &amp; MITCHELL, LLC</b>					
BEALL & MITCHELL, LLC	10/24 JUDGE TERRY BEALL	10/02/2024	10/04/2024		1,237.98
Vendor 0472 - BEALL & MITCHELL, LLC Total:					1,237.98
<b>Vendor: 2142 - BRIDGESTONE AMERICAS, INC</b>					
FIRESTONE COMPLETE AUTO ...	PD VEHICLE MAINT/REPAIR	09/30/2024	10/04/2024		364.78
Vendor 2142 - BRIDGESTONE AMERICAS, INC Total:					364.78
<b>Vendor: 1132 - CDW LLC</b>					
CDW GOVERNMENT	PD SUPPLIES	10/03/2024	10/04/2024		377.37
CDW GOVERNMENT	DOCKING STATION EQUIPME...	08/16/2024	10/01/2024		788.80
Vendor 1132 - CDW LLC Total:					1,166.17
<b>Vendor: 2095 - CENTRAL MECHANICAL WICHITA,LLC</b>					
CENTRAL MECHANICAL WICH...	REC ANNUAL HVAC SVC AGRE...	09/03/2024	10/01/2024		564.20
CENTRAL MECHANICAL WICH...	CH ANNUAL HVAC SVC AGRE...	09/03/2024	10/01/2024		239.55
CENTRAL MECHANICAL WICH...	CH ANNUAL HVAC SVC AGRE...	09/03/2024	10/01/2024		239.54
CENTRAL MECHANICAL WICH...	CH ANNUAL HVAC SVC AGRE...	09/03/2024	10/01/2024		239.54
CENTRAL MECHANICAL WICH...	CH ANNUAL HVAC SVC AGRE...	09/03/2024	10/01/2024		239.40
CENTRAL MECHANICAL WICH...	CH ANNUAL HVAC SVC AGRE...	09/03/2024	10/01/2024		239.55
CENTRAL MECHANICAL WICH...	CH ANNUAL HVAC SVC AGRE...	09/03/2024	10/01/2024		239.40
Vendor 2095 - CENTRAL MECHANICAL WICHITA,LLC Total:					2,001.18
<b>Vendor: 0170 - CHISHOLM CREEK UTILITY AUTH.</b>					
CHISHOLM CREEK UTILITY AU...	09/24 CCUA CONTINGENCY	10/03/2024	10/04/2024		3,000.00
CHISHOLM CREEK UTILITY AU...	09/24 CCUA CONTINGENCY	10/03/2024	10/04/2024		2,820.00
Vendor 0170 - CHISHOLM CREEK UTILITY AUTH. Total:					5,820.00
<b>Vendor: 0685 - COUNTRYSIDE LAWN &amp; TREE CARE</b>					
COUNTRYSIDE LAWN & TREE ...	FERTILIZER	09/25/2024	10/01/2024		105.00
COUNTRYSIDE LAWN & TREE ...	FERTILIZER	09/25/2024	10/01/2024		155.00
COUNTRYSIDE LAWN & TREE ...	FERTILIZER	08/28/2024	10/01/2024		255.00
COUNTRYSIDE LAWN & TREE ...	FERTILIZER	08/28/2024	10/01/2024		140.00
COUNTRYSIDE LAWN & TREE ...	FERTILIZER/IRRIGATION REPAIR	09/25/2024	10/01/2024		655.00
Vendor 0685 - COUNTRYSIDE LAWN & TREE CARE Total:					1,310.00
<b>Vendor: 1798 - CRAFTCO, INC</b>					
CRAFTCO, INC	FIELD SUPPLIES	09/12/2024	10/01/2024		71.30
Vendor 1798 - CRAFTCO, INC Total:					71.30

## AP ORDINANCE

Payment Date

Section VIII, Item A.

4

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor: 1978 - CRAIG A MCCOSKEY</b>					
CRAIG A MCCOSKEY	CONTRACT MOWING	09/17/2024	10/01/2024		400.00
<b>Vendor 1978 - CRAIG A MCCOSKEY Total:</b>					<b>400.00</b>
<b>Vendor: 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING,INC</b>					
HALL'S CULLIGAN WATER	WATER SERVICE - CH	10/03/2024	10/04/2024		6.12
HALL'S CULLIGAN WATER	WATER SERVICE - CH	10/03/2024	10/04/2024		6.09
HALL'S CULLIGAN WATER	WATER SERVICE - CH	10/03/2024	10/04/2024		6.09
HALL'S CULLIGAN WATER	WATER SERVICE - CH	10/03/2024	10/04/2024		6.09
HALL'S CULLIGAN WATER	WATER SERVICE - CH	10/03/2024	10/04/2024		6.09
HALL'S CULLIGAN WATER	WATER SERVICE - CH	10/03/2024	10/04/2024		6.09
HALL'S CULLIGAN WATER	WATER SERVICE - CH	10/03/2024	10/04/2024		6.09
HALL'S CULLIGAN WATER	WATER SERVICE - CH	10/03/2024	10/04/2024		6.09
HALL'S CULLIGAN WATER	WATER SERVICE - PW	10/03/2024	10/04/2024		3.23
HALL'S CULLIGAN WATER	WATER SERVICE - PW	10/03/2024	10/04/2024		3.24
HALL'S CULLIGAN WATER	WATER SERVICE - PW	10/03/2024	10/04/2024		3.24
HALL'S CULLIGAN WATER	WATER SERVICE - PW	10/03/2024	10/04/2024		3.24
<b>Vendor 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING,INC Total:</b>					<b>61.70</b>
<b>Vendor: 2326 - ECITY TRANSACTIONS, LLC</b>					
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	09/30/2024	10/04/2024		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	09/30/2024	10/04/2024		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	09/30/2024	10/04/2024		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	09/30/2024	10/04/2024		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	09/30/2024	10/04/2024		90.00
<b>Vendor 2326 - ECITY TRANSACTIONS, LLC Total:</b>					<b>450.00</b>
<b>Vendor: 2805 - ELLIE WILKINS</b>					
ELLIE WILKINS	YOUTH SPORTS OFFICIAL	09/26/2024	10/01/2024		110.00
<b>Vendor 2805 - ELLIE WILKINS Total:</b>					<b>110.00</b>
<b>Vendor: 1802 - EMPOWER RETIREMENT 457</b>					
EMPOWER RETIREMENT 457	EMPOWER 457	09/26/2024	09/26/2024		1,047.00
<b>Vendor 1802 - EMPOWER RETIREMENT 457 Total:</b>					<b>1,047.00</b>
<b>Vendor: 0163 - ENVIRONMENTAL SYSTEMS RESERACH</b>					
ESRI, INC	GIS SOFTWARE RENEWAL	10/03/2024	10/04/2024		620.00
ESRI, INC	GIS SOFTWARE RENEWAL	10/03/2024	10/04/2024		620.00
ESRI, INC	GIS SOFTWARE RENEWAL	10/03/2024	10/04/2024		620.00
<b>Vendor 0163 - ENVIRONMENTAL SYSTEMS RESERACH Total:</b>					<b>1,860.00</b>
<b>Vendor: 0118 - EWING</b>					
EWING	IRRIGATION SUPPLIES	09/30/2024	10/04/2024		50.97
EWING	IRRIGATION REPAIR/MAINT	10/02/2024	10/04/2024		400.00
<b>Vendor 0118 - EWING Total:</b>					<b>450.97</b>
<b>Vendor: 0587 - FEDERAL EXPRESS CORPORATION</b>					
FEDEX EXPRESS	WATER SAMPLES	09/25/2024	10/01/2024		70.44
<b>Vendor 0587 - FEDERAL EXPRESS CORPORATION Total:</b>					<b>70.44</b>
<b>Vendor: 0010 - FICA/FEDERAL W/H</b>					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	09/26/2024	09/26/2024		11,769.66
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	09/26/2024	09/26/2024		390.44
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	09/26/2024	09/26/2024		899.04
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	09/26/2024	09/26/2024		1,318.98
FICA/FEDERAL W/H	FEDERAL W/H TAXES	09/26/2024	09/26/2024		7,372.49
FICA/FEDERAL W/H	FEDERAL W/H TAXES	09/26/2024	09/26/2024		241.16
FICA/FEDERAL W/H	FEDERAL W/H TAXES	09/26/2024	09/26/2024		391.85
FICA/FEDERAL W/H	FEDERAL W/H TAXES	09/26/2024	09/26/2024		838.56
FICA/FEDERAL W/H	MEDICARE/FICA	09/26/2024	09/26/2024		2,752.62
FICA/FEDERAL W/H	MEDICARE/FICA	09/26/2024	09/26/2024		91.32
FICA/FEDERAL W/H	MEDICARE/FICA	09/26/2024	09/26/2024		210.30
FICA/FEDERAL W/H	MEDICARE/FICA	09/26/2024	09/26/2024		308.42
<b>Vendor 0010 - FICA/FEDERAL W/H Total:</b>					<b>26,584.84</b>

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<b>Vendor: 2081 - GARVER</b>					
GARVER	45TH OLIVER-WOODLAWN DI...	10/01/2024	10/04/2024		4,771.08
GARVER	53RD OLIVER-WOODLAWN DE...	10/01/2024	10/04/2024	002-8834	5,580.00
GARVER	53RD OLIVER-WOODLAWN DE...	10/01/2024	10/04/2024	002-8882	15,315.12
GARVER	ARTHUR HEIGHTS ENGINEERI...	10/01/2024	10/04/2024	012-8860	11,927.71
GARVER	CHAPEL LANDING 5TH	10/03/2024	10/04/2024	007-8831	1,090.00
GARVER	CHAPEL LANDING 5TH	10/03/2024	10/04/2024	007-8832	8,880.00
GARVER	CHAPEL LANDING 5TH	10/03/2024	10/04/2024	007-8882	726.00
GARVER	SKYVIEW 2ND ADD PH 2	10/01/2024	10/04/2024	006-8830	11,650.00
GARVER	SKYVIEW 2ND ADD PH 2	10/01/2024	10/04/2024	006-8831	4,525.00
GARVER	SKYVIEW 2ND ADD PH 2	10/01/2024	10/04/2024	006-8832	7,407.60
GARVER	SAND ST CONVERSION COZY/...	10/01/2024	10/04/2024	009-8862	23,303.25
GARVER	SAND ST CONVERSION COZY/...	10/01/2024	10/04/2024	010-8862	3,053.30
GARVER	SAND ST CONVERSION COZY/...	10/01/2024	10/04/2024	010-8882	25.46
<b>Vendor 2081 - GARVER Total:</b>					<b>98,254.52</b>

**Vendor: 2470 - IDEATEK TELECOM**

IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		39.90
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		19.95
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		19.95
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		59.85
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		39.90
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		19.95
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		39.90
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		179.54
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		31.64
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		109.44
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		27.36
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		23.69
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		49.87
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		49.87
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		14.21
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		48.36
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/01/2024	10/01/2024		68.31
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		40.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		20.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		20.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		60.01
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		40.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		20.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		40.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		180.02
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		31.69
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		109.72
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		27.43
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		23.74
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		50.01
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		50.01
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		14.25
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		48.49
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	10/02/2024	10/04/2024		68.51
<b>Vendor 2470 - IDEATEK TELECOM Total:</b>					<b>1,685.57</b>

**Vendor: 2438 - IMA FINANCIAL GROUP, INC**

IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN OCT...	08/30/2024	10/01/2024		837.00
<b>Vendor 2438 - IMA FINANCIAL GROUP, INC Total:</b>					<b>837.00</b>

**Vendor: 2582 - IMAGINE IT INC**

IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/01/2024	10/01/2024		223.54
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/01/2024	10/01/2024		223.57
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/01/2024	10/01/2024		223.57
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/01/2024	10/01/2024		223.57

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KANSAS DEPT OF REVENUE	KS STATE W/H	09/26/2024	09/26/2024		131.63
KANSAS DEPT OF REVENUE	KS STATE W/H	09/26/2024	09/26/2024		318.67
KANSAS DEPT OF REVENUE	KS STATE W/H	09/26/2024	09/26/2024		491.59
Vendor 0197 - KANSAS DEPT OF REVENUE Total:					5,245.86
Vendor: 0199 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	08/24 SALES TAX	09/25/2024	09/26/2024		10.30
KANSAS DEPT OF REVENUE	08/24 SALES TAX	09/25/2024	09/26/2024		3.30
KANSAS DEPT OF REVENUE	08/24 SALES TAX	09/25/2024	09/26/2024		2,247.35
Vendor 0199 - KANSAS DEPT OF REVENUE Total:					2,260.95
Vendor: 0799 - KANSAS DEPT OF TRANSPORTATION					
KANSAS DEPT OF TRANSPORT...	RAIL SPUR LOAN PAYMENT #*...	10/03/2024	10/04/2024		3,800.35
KANSAS DEPT OF TRANSPORT...	RAIL SPUR LOAN PAYMENT #*...	10/03/2024	10/04/2024		76.71
Vendor 0799 - KANSAS DEPT OF TRANSPORTATION Total:					3,877.06
Vendor: 0274 - KANSAS GOLF & TURF, INC					
KANSAS GOLF & TURF, INC	EQUIP REPAIR/MAINT	10/03/2024	10/04/2024		46.87
Vendor 0274 - KANSAS GOLF & TURF, INC Total:					46.87
Vendor: 0075 - KANSAS ONE-CALL SYSTEM, INC.					
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 376 FOR 08/24	08/31/2024	10/01/2024		225.60
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 376 FOR 08/24	08/31/2024	10/01/2024		225.60
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 283 FOR 09/24	10/02/2024	10/04/2024		169.80
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 283 FOR 09/24	10/02/2024	10/04/2024		169.80
Vendor 0075 - KANSAS ONE-CALL SYSTEM, INC. Total:					790.80
Vendor: 0193 - KANSAS RECREATION & PARK ASSOC					
KRPA	MEMBERSHIP RENEWAL	10/02/2024	10/04/2024		300.00
KRPA	MEMBERSHIP RENEWAL	10/02/2024	10/04/2024		100.00
Vendor 0193 - KANSAS RECREATION & PARK ASSOC Total:					400.00
Vendor: 0074 - KANSAS STATE TREASURER					
KANSAS STATE TREASURER	COURT FEES	09/24/2024	10/01/2024		90.00
KANSAS STATE TREASURER	COURT FEES	09/24/2024	10/01/2024		860.50
KANSAS STATE TREASURER	COURT FEES	09/24/2024	10/01/2024		142.99
KANSAS STATE TREASURER	COURT FEES	09/24/2024	10/01/2024		37.00
KANSAS STATE TREASURER	COURT FEES	09/24/2024	10/01/2024		810.00
KANSAS STATE TREASURER	COURT FEES	09/24/2024	10/01/2024		340.97
Vendor 0074 - KANSAS STATE TREASURER Total:					2,281.46
Vendor: 0169 - KANSAS STATE TREASURER					
KANSAS STATE TREASURER	BOND PAYMENT-GO 2014A	08/16/2024	09/30/2024		50,000.00
KANSAS STATE TREASURER	BOND PAYMENT-GO 2014A	08/16/2024	09/30/2024		11,656.25
Vendor 0169 - KANSAS STATE TREASURER Total:					61,656.25
Vendor: 0836 - KANZA CO-OPERATIVE ASSOCIATION					
KANZA CO-OPERATIVE ASSOC...	DIESEL/UNLEADED BULK FUEL...	08/31/2024	10/01/2024		45.24
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	08/31/2024	10/01/2024		98.69
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	08/31/2024	10/01/2024		394.78
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	08/31/2024	10/01/2024		39.95
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	08/31/2024	10/01/2024		639.28
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	08/31/2024	10/01/2024		263.19
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	08/31/2024	10/01/2024		119.87
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	08/31/2024	10/01/2024		296.09
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	08/31/2024	10/01/2024		263.19
Vendor 0836 - KANZA CO-OPERATIVE ASSOCIATION Total:					2,160.28
Vendor: 2864 - KASEY STEPHENS					
KASEY STEPHENS	WC OVERPAYMENT	10/03/2024	10/04/2024		25.00
Vendor 2864 - KASEY STEPHENS Total:					25.00
Vendor: 1392 - LAUTZ LAW LLC					
LAUTZ LAW LLC	CT APPT ATTY SERVICE	09/24/2024	10/01/2024		100.00
LAUTZ LAW LLC	CT APPT ATTY SERVICE	09/24/2024	10/01/2024		100.00
LAUTZ LAW LLC	CT APPT ATTY SERVICE	09/24/2024	10/01/2024		100.00
LAUTZ LAW LLC	CRT APPT ATTY SERVICE	09/24/2024	10/01/2024		225.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
LAUTZ LAW LLC	CRT APPT ATTY SERVICE	09/24/2024	10/01/2024		225.00
LAUTZ LAW LLC	COURT APPT ATTORNEY SERV...	09/10/2024	10/01/2024		225.00
Vendor 1392 - LAUTZ LAW LLC Total:					975.00
Vendor: 0179 - LEAGUE OF KS MUNICIPALITIES					
LEAGUE OF KS MUNICIPALITIES	TRAINING	09/25/2024	10/01/2024		119.01
Vendor 0179 - LEAGUE OF KS MUNICIPALITIES Total:					119.01
Vendor: 2687 - LEASE FINANCE PARTNERS					
LEASE FINANCE PARTNERS	36822QT: 09/24 PD COPIER	10/03/2024	10/04/2024		141.63
Vendor 2687 - LEASE FINANCE PARTNERS Total:					141.63
Vendor: 2859 - LEFTY'S GRAPHICS					
LEFTY'S GRAPHICS	0204-028	09/27/2024	10/04/2024		919.35
LEFTY'S GRAPHICS	128843	09/27/2024	10/04/2024		769.87
LEFTY'S GRAPHICS	PD UNIFORM	09/27/2024	10/04/2024		100.00
LEFTY'S GRAPHICS	JK-9803	09/27/2024	10/04/2024		726.64
LEFTY'S GRAPHICS	FL1076-CB	09/27/2024	10/04/2024		652.56
Vendor 2859 - LEFTY'S GRAPHICS Total:					3,168.42
Vendor: 2560 - LINSTAR INC					
LINSTAR INC	ID CARDS	09/24/2024	10/01/2024		12.80
LINSTAR INC	ID CARDS	09/24/2024	10/01/2024		12.80
Vendor 2560 - LINSTAR INC Total:					25.60
Vendor: 0483 - MANDJ, LLC					
INTERSTATE ALL BATTERY CNT	SHOP EQUIP	09/11/2024	10/01/2024		120.48
INTERSTATE ALL BATTERY CNT	SHOP EQUIP	09/11/2024	10/01/2024		120.49
INTERSTATE ALL BATTERY CNT	SHOP EQUIP	09/11/2024	10/01/2024		120.49
INTERSTATE ALL BATTERY CNT	SHOP EQUIP	09/11/2024	10/01/2024		120.49
INTERSTATE ALL BATTERY CNT	PD SUPPLIES	09/17/2024	10/01/2024		43.50
Vendor 0483 - MANDJ, LLC Total:					525.45
Vendor: 0264 - MARTY A HESS					
MARTY A HESS	YOGA INSTRUCTOR	09/26/2024	10/01/2024		135.00
Vendor 0264 - MARTY A HESS Total:					135.00
Vendor: 1029 - MCCULLOUGH EXCAVATION, INC.					
MCCULLOUGH EXCAVATION, ...	ARTHUR HEIGHTS ESTATES	10/03/2024	10/04/2024	012-8881	32,783.40
Vendor 1029 - MCCULLOUGH EXCAVATION, INC. Total:					32,783.40
Vendor: 2804 - NATHAN J ATWATER					
NATHAN J ATWATER	YOUTH SPORTS OFFICIAL	09/26/2024	10/01/2024		90.00
Vendor 2804 - NATHAN J ATWATER Total:					90.00
Vendor: 1966 - NATHAN W BRAINARD					
NATHAN W BRAINARD	YOUTH SPORTS OFFICIAL	09/26/2024	10/01/2024		105.00
Vendor 1966 - NATHAN W BRAINARD Total:					105.00
Vendor: 1834 - NATIONAL SCREENING BUREAU					
NATIONAL SCREENING BURE...	SCREENING SERVICES	09/25/2024	10/01/2024		40.00
NATIONAL SCREENING BURE...	SCREENING SERVICES	09/25/2024	10/01/2024		40.00
Vendor 1834 - NATIONAL SCREENING BUREAU Total:					80.00
Vendor: 2296 - NICHALAS HARDWICK					
NICHALAS HARDWICK	YOUTH SPORTS OFFICIAL	09/26/2024	10/01/2024		26.00
Vendor 2296 - NICHALAS HARDWICK Total:					26.00
Vendor: 2865 - NIKKI REACH					
NIKKI REACH	FALL FEST REFUND	10/03/2024	10/04/2024		20.00
Vendor 2865 - NIKKI REACH Total:					20.00
Vendor: 2858 - NORTHWEST CROP PROTECTION					
KEYSTONE PEST SOLUTIONS	CHEMICALS	09/27/2024	10/04/2024		70.00
Vendor 2858 - NORTHWEST CROP PROTECTION Total:					70.00
Vendor: 2579 - ONE SOURCE PRODUCTS					
ONE SOURCE PRODUCTS	DOOR REPLACEMENT/SUPPLI...	09/23/2024	10/04/2024		11,374.75
Vendor 2579 - ONE SOURCE PRODUCTS Total:					11,374.75



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<b>Vendor: 2712 - PACE ANALYTICAL SERVICES LLC</b>					
PACE ANALYTICAL SERVICES L...	SW:SUSPENDED SOLIDS TESTI...	09/25/2024	10/01/2024		397.50
PACE ANALYTICAL SERVICES L...	SW:SUSPENDED SOLIDS TESTI...	09/25/2024	10/01/2024		397.50
PACE ANALYTICAL SERVICES L...	SW:SUSPENDED SOLIDS TESTI...	10/01/2024	10/04/2024		397.50
PACE ANALYTICAL SERVICES L...	SW:SUSPENDED SOLIDS TESTI...	09/30/2024	10/04/2024		397.50
PACE ANALYTICAL SERVICES L...	SW:SUSPENDED SOLIDS TESTI...	09/30/2024	10/04/2024		397.50
<b>Vendor 2712 - PACE ANALYTICAL SERVICES LLC Total:</b>					<b>1,987.50</b>
<b>Vendor: 2369 - PAYLOCITY CORPORATION</b>					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	09/25/2024	09/27/2024		525.02
<b>Vendor 2369 - PAYLOCITY CORPORATION Total:</b>					<b>525.02</b>
<b>Vendor: 0263 - PITNEY BOWES GLOBAL FINANCIAL</b>					
PITNEY BOWES GLOBAL FINA...	POSTAGE REFILL/INK	08/11/2024	09/29/2024		261.45
<b>Vendor 0263 - PITNEY BOWES GLOBAL FINANCIAL Total:</b>					<b>261.45</b>
<b>Vendor: 2732 - PIVOLOCITY / BRIAN W MACKEY</b>					
PIVOLOCITY	ERP IMPLEMENTATION	10/02/2024	10/04/2024		1,125.00
<b>Vendor 2732 - PIVOLOCITY / BRIAN W MACKEY Total:</b>					<b>1,125.00</b>
<b>Vendor: 2324 - PROFESSIONAL ENGINEERING CONSU</b>					
PROFESSIONAL ENGINEERING...	533138-237363-001	10/01/2024	10/04/2024		10,000.00
PROFESSIONAL ENGINEERING...	533008-237363-004	10/01/2024	10/04/2024		5,462.66
PROFESSIONAL ENGINEERING...	533147-210641-004	10/01/2024	10/04/2024		14,063.50
PROFESSIONAL ENGINEERING...	533161-230255-000	10/01/2024	10/04/2024		2,617.50
PROFESSIONAL ENGINEERING...	533161-230255-000	10/01/2024	10/04/2024		2,617.50
PROFESSIONAL ENGINEERING...	533018-237363-005	10/01/2024	10/04/2024		112.50
PROFESSIONAL ENGINEERING...	SCP UTILITIES & PW	10/03/2024	10/04/2024	001-8891	7,019.27
<b>Vendor 2324 - PROFESSIONAL ENGINEERING CONSU Total:</b>					<b>41,892.93</b>
<b>Vendor: 2861 - PSYCHLOGIC/AMY BARNES</b>					
PSYCHLOGIC	PRE-EMP PSYCH EVAL	10/01/2024	10/04/2024		400.00
<b>Vendor 2861 - PSYCHLOGIC/AMY BARNES Total:</b>					<b>400.00</b>
<b>Vendor: 0105 - PUBLIC WORKS &amp; UTILITIES</b>					
PUBLIC WORKS & UTILITIES	39,000 GAL SEWER 07/31/24 -...	09/26/2024	10/01/2024		130.65
PUBLIC WORKS & UTILITIES	6,330,000 GAL 08/06/24-09/0...	09/26/2024	10/01/2024		32,338.92
<b>Vendor 0105 - PUBLIC WORKS &amp; UTILITIES Total:</b>					<b>32,469.57</b>
<b>Vendor: 0456 - QUILL</b>					
QUILL	QUILL - OFFICE SUPPLIES	09/25/2024	10/01/2024		14.93
QUILL	QUILL - OFFICE SUPPLIES	09/25/2024	10/01/2024		57.25
QUILL	QUILL - OFFICE SUPPLIES	10/02/2024	10/04/2024		20.90
QUILL	QUILL - OFFICE SUPPLIES	10/02/2024	10/04/2024		48.43
<b>Vendor 0456 - QUILL Total:</b>					<b>141.51</b>
<b>Vendor: 0911 - RASHELL D LASHBROOK</b>					
SIMPLE CLEAN	09/24 JANITORIAL SERVICES: ...	09/25/2024	10/01/2024		261.86
SIMPLE CLEAN	09/24 JANITORIAL SERVICES: ...	09/25/2024	10/01/2024		261.68
SIMPLE CLEAN	09/24 JANITORIAL SERVICES: ...	09/25/2024	10/01/2024		261.68
SIMPLE CLEAN	09/24 JANITORIAL SERVICES: ...	09/25/2024	10/01/2024		261.68
SIMPLE CLEAN	09/24 JANITORIAL SERVICES: ...	09/25/2024	10/01/2024		262.24
SIMPLE CLEAN	09/24 JANITORIAL SERVICES: ...	09/25/2024	10/01/2024		261.68
SIMPLE CLEAN	09/24 JANITORIAL SERVICES: ...	09/25/2024	10/01/2024		261.68
SIMPLE CLEAN	09/24 JANITORIAL SVC: REC	09/25/2024	10/01/2024		682.50
SIMPLE CLEAN	09/24 JANITORIAL SVC: PW	09/25/2024	10/01/2024		103.20
SIMPLE CLEAN	09/24 JANITORIAL SVC: PW	09/25/2024	10/01/2024		103.20
SIMPLE CLEAN	09/24 JANITORIAL SVC: PW	09/25/2024	10/01/2024		103.20
<b>Vendor 0911 - RASHELL D LASHBROOK Total:</b>					<b>2,824.60</b>
<b>Vendor: 0216 - SEDGWICK CO DEPT OF FINANCE</b>					
SEDGWICK CO DEPT OF FINA...	08/24 PRISONER HOUSING FE...	10/03/2024	10/04/2024		1,985.84
<b>Vendor 0216 - SEDGWICK CO DEPT OF FINANCE Total:</b>					<b>1,985.84</b>
<b>Vendor: 0237 - SEEDERS, INC</b>					
SEEDERS, INC	EXTRA GRADE WORK	09/25/2024	10/01/2024		1,000.00
<b>Vendor 0237 - SEEDERS, INC Total:</b>					<b>1,000.00</b>

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor: 1822 - SIMPLOT TURF &amp; HORTICULTURE OKLAHOMA CITY</b>					
SIMPLOT TURF & HORTICULT...	GRASS SEED	10/02/2024	10/04/2024		343.08
<b>Vendor 1822 - SIMPLOT TURF &amp; HORTICULTURE OKLAHOMA CITY Total:</b>					<b>343.08</b>
<b>Vendor: 0707 - SITEONE LANDSCAPE SUPPLY HOLDI</b>					
SITEONE LANDSCAPE SUPPLY	GRASS SEED/TREE PLANTING ...	09/26/2024	10/01/2024		187.94
SITEONE LANDSCAPE SUPPLY	SOIL CONDITIONER	09/26/2024	10/01/2024		258.66
<b>Vendor 0707 - SITEONE LANDSCAPE SUPPLY HOLDI Total:</b>					<b>446.60</b>
<b>Vendor: 2678 - SLOANE CONRADY</b>					
SLOANE CONRADY	YOUTH SPORTS OFFICIAL	09/26/2024	10/01/2024		24.00
<b>Vendor 2678 - SLOANE CONRADY Total:</b>					<b>24.00</b>
<b>Vendor: 0140 - SPECTRUM PROMOTIONAL PRODUCTS</b>					
SPECTRUM PROMOTIONAL P...	REC SPORTS SHIRTS/UNIFOR...	09/26/2024	10/01/2024		1,541.60
SPECTRUM PROMOTIONAL P...	REC SPORTS SHIRTS/ UNIFOR...	09/26/2024	10/01/2024		119.60
<b>Vendor 0140 - SPECTRUM PROMOTIONAL PRODUCTS Total:</b>					<b>1,661.20</b>
<b>Vendor: 2153 - SPORTS ENGINE</b>					
NATIONAL CENTER FOR SAFETY YOUTH SPORTS OFFICIAL BAC...		10/03/2024	10/04/2024		437.50
<b>Vendor 2153 - SPORTS ENGINE Total:</b>					<b>437.50</b>
<b>Vendor: 1953 - SUMNERONE - SUMNER GROUP INC</b>					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	09/30/2024	10/04/2024		220.84
<b>Vendor 1953 - SUMNERONE - SUMNER GROUP INC Total:</b>					<b>220.84</b>
<b>Vendor: 0369 - TERESA WADE</b>					
TERESA WADE	TAEKWONDO INSTRUCTOR	09/26/2024	10/01/2024		160.00
<b>Vendor 0369 - TERESA WADE Total:</b>					<b>160.00</b>
<b>Vendor: 1171 - TRAFFIC CONTROL SERVICES, INC.</b>					
TRAFFIC CONTROL SERVICES, ...	VEHICLE EQUIP	09/26/2024	10/01/2024		2,885.00
<b>Vendor 1171 - TRAFFIC CONTROL SERVICES, INC. Total:</b>					<b>2,885.00</b>
<b>Vendor: 2788 - TYLER TECHNOLOGIES INC</b>					
TYLER TECHNOLOGIES INC	ERP PRO 10	09/26/2024	10/01/2024		2,320.00
TYLER TECHNOLOGIES INC	ERP PRO 10	09/26/2024	10/01/2024		9,520.70
TYLER TECHNOLOGIES INC	ERP PRO 10	10/02/2024	10/04/2024		10,438.55
TYLER TECHNOLOGIES INC	ERP PRO 10	09/26/2024	10/01/2024		2,562.15
<b>Vendor 2788 - TYLER TECHNOLOGIES INC Total:</b>					<b>24,841.40</b>
<b>Vendor: 2839 - UMB - PCARD</b>					
UMB - PCARD	Zoom Subscription	09/25/2024	09/27/2024		149.90
UMB - PCARD	Office/Break Room Supplies	09/25/2024	09/27/2024		154.68
UMB - PCARD	General Supplies	09/25/2024	09/27/2024		112.89
UMB - PCARD	Office Furniture	09/25/2024	09/27/2024		344.00
UMB - PCARD	Office Equip/Cleaning Supplies	09/25/2024	09/27/2024		229.96
UMB - PCARD	Office Equip/Cleaning Supplies	09/25/2024	09/27/2024		54.24
UMB - PCARD	Lunch Meeting	09/25/2024	09/27/2024		26.25
UMB - PCARD	Light Supplies	09/25/2024	09/27/2024		63.45
UMB - PCARD	Job Posting	09/25/2024	09/27/2024		120.00
UMB - PCARD	Light Supplies	09/25/2024	09/27/2024		25.96
UMB - PCARD	Car Wash	09/25/2024	09/27/2024		10.00
UMB - PCARD	Car Wash	09/25/2024	09/27/2024		10.00
UMB - PCARD	STREAMING SERVICE	09/25/2024	09/27/2024		152.00
UMB - PCARD	Office Supplies	09/25/2024	09/27/2024		25.99
UMB - PCARD	Office/Break Room Supplies	09/25/2024	09/27/2024		20.43
UMB - PCARD	Office/Break Room Supplies	09/25/2024	09/27/2024		21.84
UMB - PCARD	Job Posting	09/25/2024	09/27/2024		369.97
UMB - PCARD	OFFICE SUPPLIES REFUND	09/25/2024	09/27/2024		-44.79
UMB - PCARD	OFFICE SUPPLIES REFUND	09/25/2024	09/27/2024		-43.98
UMB - PCARD	OFFICE SUPPLIES	09/25/2024	09/27/2024		27.99
UMB - PCARD	OFFICE SUPPLIES	09/25/2024	09/27/2024		84.54
UMB - PCARD	LUNCH MEETING	09/25/2024	09/27/2024		20.00
UMB - PCARD	OFFICE SUPPLIES	09/25/2024	09/27/2024		14.10
UMB - PCARD	Office Supplies	09/25/2024	09/27/2024		24.98

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UMB - PCARD	Office Furniture	09/25/2024	09/27/2024		149.99
UMB - PCARD	Kansas Peace Officers Membe...	09/25/2024	09/27/2024		30.00
UMB - PCARD	Community Event Supplies	09/25/2024	09/27/2024		26.99
UMB - PCARD	Uniforms	09/25/2024	09/27/2024		26.88
UMB - PCARD	Uniforms	09/25/2024	09/27/2024		19.95
UMB - PCARD	KPOA Conference	09/25/2024	09/27/2024		175.00
UMB - PCARD	KPOA Conference	09/25/2024	09/27/2024		175.00
UMB - PCARD	KPOA Conference	09/25/2024	09/27/2024		175.00
UMB - PCARD	KPOA Conference	09/25/2024	09/27/2024		175.00
UMB - PCARD	PD Toll	09/25/2024	09/27/2024		0.90
UMB - PCARD	PD Supplies	09/25/2024	09/27/2024		34.98
UMB - PCARD	PD Supplies	09/25/2024	09/27/2024		22.99
UMB - PCARD	Car Wash	09/25/2024	09/27/2024		10.00
UMB - PCARD	Car Wash	09/25/2024	09/27/2024		10.00
UMB - PCARD	Car Wash	09/25/2024	09/27/2024		10.00
UMB - PCARD	Car Wash	09/25/2024	09/27/2024		10.00
UMB - PCARD	Car Wash	09/25/2024	09/27/2024		10.00
UMB - PCARD	Car Wash	09/25/2024	09/27/2024		10.00
UMB - PCARD	Car Wash	09/25/2024	09/27/2024		10.00
UMB - PCARD	Car Wash	09/25/2024	09/27/2024		10.00
UMB - PCARD	CAMP SUPPLIES	09/25/2024	09/27/2024		33.00
UMB - PCARD	DAY CAMP	09/25/2024	09/27/2024		63.75
UMB - PCARD	STAFF MEETING	09/25/2024	09/27/2024		10.00
UMB - PCARD	TRAINING MATERIAL	09/25/2024	09/27/2024		20.98
UMB - PCARD	MINOR EQUIP	09/25/2024	09/27/2024		50.42
UMB - PCARD	Rec Supplies	09/25/2024	09/27/2024		224.25
UMB - PCARD	Rec Supplies	09/25/2024	09/27/2024		53.15
UMB - PCARD	CHEMICALS	09/25/2024	09/27/2024		70.00
UMB - PCARD	Shop Supplies	09/25/2024	09/27/2024		144.79
UMB - PCARD	Lunch Meeting	09/25/2024	09/27/2024		88.45
UMB - PCARD	Pesticide Test	09/25/2024	09/27/2024		45.00
UMB - PCARD	Car Wash	09/25/2024	09/27/2024		10.00
UMB - PCARD	PZ & UB Supplies	09/25/2024	09/27/2024		170.92
UMB - PCARD	Web-Training	09/25/2024	09/27/2024		207.00
UMB - PCARD	WATER SAMPLE SUPPLIES	09/25/2024	09/27/2024		16.98
UMB - PCARD	PZ & UB Supplies	09/25/2024	09/27/2024		17.45
UMB - PCARD	UB Supplies	09/25/2024	09/27/2024		4.00
UMB - PCARD	PZ & UB Supplies	09/25/2024	09/27/2024		17.44
UMB - PCARD	UB Supplies	09/25/2024	09/27/2024		3.99
Vendor 2839 - UMB - PCARD Total:					4,338.65

## Vendor: 0177 - USA BLUE BOOK-HD SUPPLY INC

USA BLUE BOOK-HD SUPPLY I...	WATER TESTING SUPPLIES	10/03/2024	10/04/2024		6,552.32
Vendor 0177 - USA BLUE BOOK-HD SUPPLY INC Total:					6,552.32

## Vendor: 2286 - UTILITY MAINTENANCE CONTRACTOR

UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	10/01/2024	10/04/2024		4,850.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/26/2024	10/01/2024		4,335.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/26/2024	10/01/2024		4,335.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/26/2024	10/01/2024		4,435.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/26/2024	10/01/2024		1,445.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/30/2024	10/04/2024		4,335.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/30/2024	10/04/2024		4,335.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/30/2024	10/04/2024		2,890.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	10/03/2024	10/04/2024		2,890.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	10/03/2024	10/04/2024		1,655.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	10/03/2024	10/04/2024		1,445.00
Vendor 2286 - UTILITY MAINTENANCE CONTRACTOR Total:					36,950.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor: 2749 - VANCE BROTHERS INC</b>					
VANCE BROTHERS INC	STREET MAINTENANCE-MICR...	09/30/2024	10/04/2024		590,051.80
Vendor 2749 - VANCE BROTHERS INC Total:					590,051.80
<b>Vendor: 2862 - VIANEY PENA</b>					
VIANEY PENA	YOUTH SPORTS OFFICIAL	09/30/2024	10/04/2024		99.00
Vendor 2862 - VIANEY PENA Total:					99.00
<b>Vendor: 1899 - VISION ALLIANCE MARKETING,LLC</b>					
SCKACS	COURT SERVICES OFFICER	09/26/2024	10/01/2024		400.00
SCKACS	COURT SERVICES OFFICER	09/26/2024	10/01/2024		400.00
Vendor 1899 - VISION ALLIANCE MARKETING,LLC Total:					800.00
<b>Vendor: 2219 - WAV SERVICES INC</b>					
WAV SERVICES INC	REPAIR/MAINT	09/30/2024	10/04/2024		1,700.00
Vendor 2219 - WAV SERVICES INC Total:					1,700.00
<b>Vendor: 1849 - WEX BANK</b>					
WRIGHT EXPRESS FSC	FLEET FUEL	09/26/2024	10/01/2024		2,917.94
WRIGHT EXPRESS FSC	FLEET FUEL	09/26/2024	10/01/2024		148.98
WRIGHT EXPRESS FSC	FLEET FUEL	09/26/2024	10/01/2024		122.36
WRIGHT EXPRESS FSC	FLEET FUEL	09/26/2024	10/01/2024		277.28
WRIGHT EXPRESS FSC	FLEET FUEL	09/26/2024	10/01/2024		47.34
WRIGHT EXPRESS FSC	FLEET FUEL	09/26/2024	10/01/2024		114.71
Vendor 1849 - WEX BANK Total:					3,628.61
<b>Vendor: 0171 - WICHITA STATE UNIVERSITY</b>					
WICHITA STATE UNIVERSITY	TRAINING	09/06/2024	10/01/2024		500.00
WICHITA STATE UNIVERSITY	TRAINING	09/06/2024	10/01/2024		500.00
WICHITA STATE UNIVERSITY	TRAINING	09/06/2024	10/01/2024		500.00
WICHITA STATE UNIVERSITY	TRAINING	09/06/2024	10/01/2024		500.00
Vendor 0171 - WICHITA STATE UNIVERSITY Total:					2,000.00
<b>Vendor: 1076 - WICHITA STATE UNIVERSITY</b>					
WICHITA STATE UNIVERSITY	TRAINING	09/26/2024	10/01/2024		375.00
Vendor 1076 - WICHITA STATE UNIVERSITY Total:					375.00
<b>Vendor: 2637 - WILLOW KIRBY</b>					
WILLOW KIRBY	YOUTH SPORTS OFFICIAL	09/26/2024	10/01/2024		24.00
Vendor 2637 - WILLOW KIRBY Total:					24.00
<b>Vendor: 0392 - WITHERS ENTERPRISES, INC</b>					
SIGNS NOW #124	FEILD SIGNS	09/25/2024	10/01/2024		140.00
Vendor 0392 - WITHERS ENTERPRISES, INC Total:					140.00
Grand Total:					1,075,200.30

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	126,646.79
200 - Special Street & Highway	9,697.29
310 - Capital Projects	3,877.06
320 - Capital Projects Fund 2	133,286.11
355 - Capital Improvement Reserve	633,727.78
410 - Bond & Interest	61,656.25
520 - Water Utility	90,414.70
530 - Sewer Utility	15,781.82
550 - Stormwater Utility	112.50
<b>Grand Total:</b>	<b>1,075,200.30</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,372.49
100-000-000-2016	SOCIAL SECURITY PAYAB...	11,769.66
100-000-000-2018	MEDICARE PAYABLE	2,752.62
100-000-000-2020	STATE TAX PAYABLE	4,303.97
100-000-000-2022	KPERS 1 PAYABLE	1,187.11
100-000-000-2024	KPERS 2 PAYABLE	1,774.85
100-000-000-2026	KPERS 3 PAYABLE	6,156.04
100-000-000-2028	KP&F PAYABLE	10,836.51
100-000-000-2030	KPERS LIFE INSURANCE ...	597.52
100-000-000-2034	457 DEFERRED COMP P...	1,047.00
100-000-000-2062	FSA HEALTH PAYABLE	525.02
100-000-000-2076	COURT REINST FIXED FEE...	90.00
100-000-000-2078	COURT REINST FEE PAY...	860.50
100-000-000-2080	COURT JUDICIAL DOCKET..	142.99
100-000-000-2082	COURT JUDICIAL EDUCAT..	37.00
100-000-000-2084	COURT KLETC FEE PAYAB...	810.00
100-000-000-2092	COURT STATE DUI FEE P...	340.97
100-000-000-4400	RECREATION PROGRAM ...	20.00
100-000-000-4408	REC CONCESSIONS & MI...	10.30
100-000-000-4420	POOL CONCESSIONS	3.30
100-100-110-6008	PROFESSIONAL DUES/M...	149.90
100-100-110-6014	OFFICE SUPPLIES	282.50
100-100-110-6016	OFFICE FURNITURE	344.00
100-100-110-6018	OFFICE EQUIPMENT	229.96
100-100-110-6034	CLEANING SUPPLIES	54.24
100-100-110-6046	TRAINING/CONFERENCES	375.00
100-100-110-6048	TRAINING/CONFERENCE...	26.25
100-100-110-6100	CONSTRUCTION MATER...	209.41
100-100-110-6604	VEHICLE REPAIR/MAINT	20.00
100-100-110-7014	IT - MANAGED SERVICES	1,463.34
100-100-110-7024	CONTRACTUAL SERVICES	1,677.77
100-100-110-7046	COMMUNICATION SERV...	79.90
100-100-120-6028	PUBLICATIONS/PRINTING	1,252.66
100-100-120-7012	COMPUTER SUPPORT SE...	152.00
100-100-120-7014	IT - MANAGED SERVICES	1,463.33
100-100-120-7024	CONTRACTUAL SERVICES	507.31
100-100-120-7046	COMMUNICATION SERV...	39.95
100-100-130-6008	PROFESSIONAL DUES/M...	620.00
100-100-130-6014	OFFICE SUPPLIES	25.99
100-100-130-7014	IT - MANAGED SERVICES	1,463.33
100-100-130-7024	CONTRACTUAL SERVICES	507.31
100-100-130-7032	ENGINEERING SERVICES -..	10,000.00
100-100-130-7046	COMMUNICATION SERV...	39.95
100-100-140-6014	OFFICE SUPPLIES	20.43

## Account Summary

Account Number	Account Name	Payment Amount
100-100-140-6040	UNIFORMS/CLOTHING	12.80
100-100-140-7014	IT - MANAGED SERVICES	1,463.33
100-100-140-7024	CONTRACTUAL SERVICES	285.49
100-100-140-7046	COMMUNICATION SERV...	119.86
100-100-150-7016	SOFTWARE/HARDWARE...	1,700.00
100-100-150-7024	CONTRACTUAL SERVICES	501.23
100-100-160-6014	OFFICE SUPPLIES	99.99
100-100-160-6030	ADVERTISING & MARKET...	369.97
100-100-160-7014	IT - MANAGED SERVICES	1,463.33
100-100-160-7024	CONTRACTUAL SVCS	843.09
100-100-160-7046	COMMUNICATION SERV...	79.90
100-100-170-6014	OFFICE SUPPLIES	-60.78
100-100-170-6046	TRAINING/CONFERENCES	119.01
100-100-170-6048	TRAINING/CONFERENCE...	118.64
100-100-170-7014	IT - MANAGED SERVICES	1,463.33
100-100-170-7024	CONTRACTUAL SERVICES	507.73
100-100-170-7046	COMMUNICATION SERV...	39.95
100-120-240-6014	OFFICE SUPPLIES	73.41
100-120-240-6016	OFFICE FURNITURE	149.99
100-120-240-7024	CONTRACTUAL SERVICES	90.00
100-120-240-7026	COURT APPT ATTY/INVE...	975.00
100-120-240-7046	COMMUNICATION SERV...	79.90
100-120-240-7064	INMATE HOUSING FEES	1,985.84
100-120-240-7804	LEGAL SERVICES	2,620.50
100-120-250-6008	PROFESSIONAL DUES/M...	30.00
100-120-250-6010	COMMUNITY RELATION...	26.99
100-120-250-6020	IT - COMPUTERS AND E...	4,051.17
100-120-250-6040	UNIFORMS/CLOTHING	1,836.05
100-120-250-6042	OPIOID SETTLEMENT	1,379.20
100-120-250-6046	TRAINING/CONFERENCES	700.00
100-120-250-6048	TRAINING/CONFERENCE...	0.90
100-120-250-6056	PETROLEUM PRODUCTS	2,917.94
100-120-250-6300	POLICE SUPPLIES	101.47
100-120-250-6604	VEHICLE REPAIR/MAINT	464.78
100-120-250-7024	CONTRACTUAL SERVICES	400.00
100-120-250-7046	COMMUNICATION SERV...	359.56
100-120-250-8000	VEH/EQUIP LEASE/PURC...	141.63
100-130-330-7046	COMMUNICATION SERV...	63.33
100-130-340-6028	PUBLICATIONS/PRINTING	33.00
100-130-340-6046	TRAINING/CONFERENCES	4.00
100-130-340-6400	RECREATIONAL EQUIP/S...	63.75
100-130-350-6000	AGRICULT/HORTICULT S...	601.74
100-130-350-6006	IRRIGATION MAINT/REP...	450.97
100-130-350-6008	PROFESSIONAL DUES/M...	300.00
100-130-350-6028	PUBLICATIONS/PRINTING	220.84
100-130-350-6038	MERCHANDISE TSF OR D...	10.00
100-130-350-6046	TRAINING/CONFERENCES	20.98
100-130-350-6054	MINOR EQUIP: TOOLS,E...	50.42
100-130-350-6056	PETROLEUM PRODUCTS	98.69
100-130-350-6104	SIGNS, MATERIAL/SUPPL...	140.00
100-130-350-6400	RECREATIONAL EQUIP/S...	2,009.90
100-130-350-7024	CONTRACTUAL SERVICES	1,171.70
100-130-350-7036	INSTRUCTORS	863.00
100-130-350-7038	JANITORIAL SERVICES	682.50
100-130-350-7046	COMMUNICATION SERV...	219.16
100-130-360-6008	PROFESSIONAL DUES/M...	100.00
100-130-360-7046	COMMUNICATION SERV...	54.79
100-140-440-6004	CHEMICALS	155.00

## Account Summary

Account Number	Account Name	Payment Amount
100-140-440-7022	MOWING SERVICES	400.00
100-150-510-6000	AGRICULT/HORTICULT S...	187.94
100-150-510-6004	CHEMICALS	1,155.00
100-150-510-6014	OFFICE SUPPLIES	144.79
100-150-510-6036	SAFETY EQUIP & SUPPLI...	120.48
100-150-510-6046	TRAINING/CONFERENCES	633.45
100-150-510-6056	PETROLEUM PRODUCTS	434.73
100-150-510-6100	CONSTRUCTION MATER...	11,374.75
100-150-510-6602	VEH/EQUIP REPAIRS & ...	46.87
100-150-510-7024	CONTRACTUAL SERVICES	125.93
100-150-510-7046	COMMUNICATION SERV...	47.43
100-160-610-6056	PETROLEUM PRODUCTS	148.98
100-160-610-6604	VEHICLE REPAIR/MAINT	10.00
100-160-610-7014	IT - MANAGED SERVICES	1,463.33
100-160-610-7024	CONTRACTUAL SERVICES	760.37
100-160-610-7046	COMMUNICATION SERV...	99.88
100-160-620-6014	OFFICE SUPPLIES	170.92
100-160-620-6040	UNIFORMS/CLOTHING	12.80
100-160-620-6046	TRAINING/CONFERENCES	207.00
100-160-620-6056	PETROLEUM PRODUCTS	122.36
100-160-620-7014	IT - MANAGED SERVICES	1,463.33
100-160-620-7024	CONTRACTUAL SERVICES	397.77
100-160-620-7046	COMMUNICATION SERV...	99.88
100-190-910-6004	CHEMICALS	140.00
100-190-910-6020	IT - COMPUTERS AND E...	261.45
100-190-910-7046	COMMUNICATION SERV...	150.00
200-000-000-2014	FEDERAL TAX PAYABLE	241.16
200-000-000-2016	SOCIAL SECURITY PAYAB...	390.44
200-000-000-2018	MEDICARE PAYABLE	91.32
200-000-000-2020	STATE TAX PAYABLE	131.63
200-000-000-2022	KPERS 1 PAYABLE	503.45
200-000-000-2030	KPERS LIFE INSURANCE ...	32.99
200-210-200-6036	SAFETY EQUIP & SUPPLI...	120.49
200-210-200-6046	TRAINING/CONFERENCES	500.00
200-210-200-6056	PETROLEUM PRODUCTS	1,179.75
200-210-200-7024	CONTRACTUAL SERVICES	14.94
200-210-200-7046	COMMUNICATION SERV...	28.46
200-210-200-8014	STREET IMPROVEMENTS	6,462.66
310-310-021-8700	DEBT SERVICE PRINCIPAL	3,800.35
310-310-021-8782	DEBT SERVICE INTEREST	76.71
320-320-320-8830	DESIGN - WATER	11,650.00
320-320-320-8831	DESIGN - SEWER	5,615.00
320-320-320-8832	DESIGN - PAVING	16,287.60
320-320-320-8834	DESIGN - SIDEWALK	5,580.00
320-320-320-8860	INSPECTION - WATER	11,927.71
320-320-320-8862	INSPECTION - PAVING	26,356.55
320-320-320-8881	CONSTRUCTION - SEWER	32,783.40
320-320-320-8882	CONSTRUCTION - PAVING	16,066.58
320-320-320-8891	OWNER'S REP	7,019.27
355-355-355-7024	CONTRACTUAL SERVICES	24,841.40
355-355-355-8014	STREET IMPROVEMENTS	608,886.38
410-410-410-8700	DEBT SERVICE PRINCIPAL	50,000.00
410-410-410-8702	DEBT SERVICE INTEREST	11,656.25
520-000-000-2014	FEDERAL TAX PAYABLE	391.85
520-000-000-2016	SOCIAL SECURITY PAYAB...	899.04
520-000-000-2018	MEDICARE PAYABLE	210.30
520-000-000-2020	STATE TAX PAYABLE	318.67
520-000-000-2024	KPERS 2 PAYABLE	277.32

## Account Summary

Account Number	Account Name	Payment Amount
520-000-000-2026	KPERS 3 PAYABLE	646.19
520-000-000-2030	KPERS LIFE INSURANCE ...	60.54
520-210-520-2006	STATE SALES TAX COLLE...	2,247.35
520-210-520-4600	CONNECTION FEES	25.00
520-210-520-6008	PROFESSIONAL DUES/M...	620.00
520-210-520-6014	OFFICE SUPPLIES	38.43
520-210-520-6026	POSTAGE	70.44
520-210-520-6028	PUBLICATIONS/PRINTING	1,087.92
520-210-520-6036	SAFETY EQUIP & SUPPLI...	120.49
520-210-520-6046	TRAINING/CONFERENCES	500.00
520-210-520-6056	PETROLEUM PRODUCTS	463.30
520-210-520-6802	WATER SYSTEM MAINT/...	43,502.32
520-210-520-7024	CONTRACTUAL SERVICES	882.27
520-210-520-7030	ENGINEERING SERVICES	2,617.50
520-210-520-7046	COMMUNICATION SERV...	96.85
520-210-520-7058	WATER PURCHASED	32,338.92
520-210-520-7060	WATER TREATMENT OP...	3,000.00
530-000-000-2014	FEDERAL TAX PAYABLE	838.56
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,318.98
530-000-000-2018	MEDICARE PAYABLE	308.42
530-000-000-2020	STATE TAX PAYABLE	491.59
530-000-000-2022	KPERS 1 PAYABLE	351.82
530-000-000-2026	KPERS 3 PAYABLE	1,327.03
530-000-000-2030	KPERS LIFE INSURANCE ...	109.98
530-210-530-6008	PROFESSIONAL DUES/M...	620.00
530-210-530-6014	OFFICE SUPPLIES	21.43
530-210-530-6028	PUBLICATIONS	1,087.91
530-210-530-6036	SAFETY EQUIP & SUPPLI...	120.49
530-210-530-6046	TRAINING/CONFERENCES	500.00
530-210-530-6056	PETROLEUM PRODUCTS	377.90
530-210-530-7024	CONTRACTUAL SERVICES	2,602.74
530-210-530-7030	ENGINEERING SERVICES	2,617.50
530-210-530-7046	COMMUNICATION SERV...	136.82
530-210-530-7052	SEWER TREATMENT OP...	2,820.00
530-210-530-7056	SEWER TREATMENT PU...	130.65
550-550-550-7024	CONTRACTUAL SERVICES	112.50
Grand Total:		1,075,200.30

## Project Account Summary

Project Account Key	Payment Amount
**None**	941,914.19
001-8891	7,019.27
002-8834	5,580.00
002-8882	15,315.12
006-8830	11,650.00
006-8831	4,525.00
006-8832	7,407.60
007-8831	1,090.00
007-8832	8,880.00
007-8882	726.00
009-8862	23,303.25
010-8862	3,053.30
010-8882	25.46
012-8860	11,927.71
012-8881	32,783.40
Grand Total:	1,075,200.30





City of Bel Aire, KS

Section VIII, Item A.

# Payroll Check Register Report Summary

Pay Period: 8/24/2024-9/6/2024

Packet: PYPKT00015 - PP 08/04/24-09/06/24: Paid 09/12/24  
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	1	1,033.76
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	60	78,488.99
Total	61	79,522.75



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Stryv-Stryv						
0196	K P E R S	09/12/2024	Bank Draft	0.00	1,908.23	DFT0000136
0196	K P E R S	09/12/2024	Bank Draft	0.00	730.31	DFT0000139
0196	K P E R S	09/12/2024	Bank Draft	0.00	10,589.28	DFT0000140
0197	KANSAS DEPT OF REVENUE	09/12/2024	Bank Draft	0.00	4,998.12	DFT0000143
0010	FICA/FEDERAL W/H	09/12/2024	Bank Draft	0.00	13,583.88	DFT0000144
0010	FICA/FEDERAL W/H	09/12/2024	Bank Draft	0.00	8,608.46	DFT0000145
0010	FICA/FEDERAL W/H	09/12/2024	Bank Draft	0.00	3,176.90	DFT0000146
0197	KANSAS DEPT OF REVENUE	09/12/2024	Bank Draft	0.00	17.64	DFT0000147
0010	FICA/FEDERAL W/H	09/12/2024	Bank Draft	0.00	42.08	DFT0000148
0010	FICA/FEDERAL W/H	09/12/2024	Bank Draft	0.00	9.82	DFT0000149
0197	KANSAS DEPT OF REVENUE	09/23/2024	Bank Draft	0.00	38.64	DFT0000174
0010	FICA/FEDERAL W/H	09/23/2024	Bank Draft	0.00	85.84	DFT0000175
0010	FICA/FEDERAL W/H	09/23/2024	Bank Draft	0.00	86.91	DFT0000176
0010	FICA/FEDERAL W/H	09/23/2024	Bank Draft	0.00	20.08	DFT0000177
0197	KANSAS DEPT OF REVENUE	09/25/2024	Bank Draft	0.00	77.82	DFT0000196
0010	FICA/FEDERAL W/H	09/25/2024	Bank Draft	0.00	173.96	DFT0000197
0010	FICA/FEDERAL W/H	09/25/2024	Bank Draft	0.00	286.56	DFT0000198
0010	FICA/FEDERAL W/H	09/25/2024	Bank Draft	0.00	40.68	DFT0000199
0196	K P E R S	09/12/2024	Bank Draft	0.00	9,466.53	DFT0000266

Bank Code Stryv Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	19	19	0.00	53,941.74
EFT's	0	0	0.00	0.00
	19	19	0.00	53,941.74

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	19	19	0.00	53,941.74
EFT's	0	0	0.00	0.00
	19	19	0.00	53,941.74

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Fund	9/2024	53,941.74
			53,941.74



City of Bel Aire, KS

Section VIII, Item A.

# Payroll Check Register Report Summary

Pay Period: 9/7/2024-9/20/2024

Packet: PYPKT00032 - PP 09/07/24-09/20/24:PAID 09/26/2024  
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	67	85,786.13
<b>Total</b>	<b>67</b>	<b>85,786.13</b>



Packet: PYPKT00038 - PY CORRECTION 09.26.24-1

Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	1	830.85
Total	1	830.85

AP ORD 24-19

Operating Expenses	\$	941,914.19
Payroll Checks 9/12	\$	79,522.75
Payroll Taxes 9/12	\$	53,941.74
Payroll Checks 9/26	\$	86,616.98
Project Expenses	\$	133,286.11
Grand Total	\$	1,295,281.77

Gilmore & Bell, P.C.  
10/07/2024

**EXCERPT OF MINUTES OF A MEETING  
OF THE CITY OF BELAIRE OF  
THE CITY OF BELAIRE, KANSAS  
HELD ON OCTOBER 15, 2024**

The Governing Body (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)

The matter of providing for the offering for sale of General Obligation Bonds, Series 2024A, came on for consideration and was discussed.

Councilmember \_\_\_\_\_ presented and moved the adoption of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL  
OBLIGATION BONDS, SERIES 2024A AND GENERAL OBLIGATION  
TEMPORARY NOTES, SERIES 2024B, OF THE CITY OF BELAIRE, KANSAS.**

Councilmember \_\_\_\_\_ seconded the motion to adopt the Resolution. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the Governing Body:

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Mayor declared the Resolution duly adopted by the Governing Body and the Clerk designated the same Resolution No. [\_\_\_\_\_].

\* \* \* \* \*

(Other Proceedings)

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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.  
10/07/2024

**RESOLUTION NO. [\_\_\_\_\_]**

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2024A AND GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2024B, OF THE CITY OF BEL AIRE, KANSAS.**

**WHEREAS**, the City of Bel Aire, Kansas (the “Issuer”), pursuant to K.S.A. 12-6a01 *et seq.*, has previously authorized certain improvements described as follows (collectively the “2024A Improvements”):

<b>Project Description</b>	<b>Ord./Res. No.</b>	<b>Authority (K.S.A.)</b>	<b>Amount</b>
Central Park 3 <sup>rd</sup> Addition Phase 3 – Water	R-20-23	12-6a01 <i>et seq.</i>	\$90,346.08
Central Park 3 <sup>rd</sup> Addition Phase 3 – Sewer	R-20-21	12-6a01 <i>et seq.</i>	167,313.01
Central Park 3 <sup>rd</sup> Addition Phase 3 – Paving	R-20-20	12-6a01 <i>et seq.</i>	383,499.37
Central Park 3 <sup>rd</sup> Addition Phase 3 – Drainage	R-20-22	12-6a01 <i>et seq.</i>	265,126.46
Central Park 3 <sup>rd</sup> Addition Phase 3 – Landscaping	R-20-24	12-6a01 <i>et seq.</i>	88,578.81
Prestwick – Water	R-21-25	12-6a01 <i>et seq.</i>	36,249.38
Prestwick – Paving	R-21-25	12-6a01 <i>et seq.</i>	164,894.68
Villas at Prestwick Phase 2 – Water	R-18-12	12-6a01 <i>et seq.</i>	101,296.13
Villas at Prestwick Phase 2 – Sewer	R-18-10	12-6a01 <i>et seq.</i>	244,543.09
Villas at Prestwick Phase 2 – Paving	R-18-08	12-6a01 <i>et seq.</i>	486,352.91
Villas at Prestwick Phase 2 – Drainage	R-18-06	12-6a01 <i>et seq.</i>	206,128.56
Rock Springs 3 <sup>rd</sup> Phase 2 – Water	R-21-19	12-6a01 <i>et seq.</i>	146,005.84
Rock Springs 3 <sup>rd</sup> Phase 2 – Sewer	R-21-29	12-6a01 <i>et seq.</i>	212,696.74
Rock Springs 3 <sup>rd</sup> Phase 2 – Paving	R-21-41	12-6a01 <i>et seq.</i>	735,784.82
Chapel Landing 3 <sup>rd</sup> Addition – Sewer	R-21-13	12-6a01 <i>et seq.</i>	816,700.54
Chapel Landing 3 <sup>rd</sup> Addition – Drainage	R-21-14	12-6a01 <i>et seq.</i>	540,470.42
Chapel Landing 3 <sup>rd</sup> Phase 1 – Water	R-17-12	12-6a01 <i>et seq.</i>	119,111.52
Chapel Landing 3 <sup>rd</sup> Phase 1 – Paving	R-17-14	12-6a01 <i>et seq.</i>	453,163.23
Chapel Landing 3 <sup>rd</sup> Phase 2 – Water	R-17-13	12-6a01 <i>et seq.</i>	126,469.12
Chapel Landing 3 <sup>rd</sup> Phase 2 – Paving	R-17-15	12-6a01 <i>et seq.</i>	266,878.92
Chapel Landing 4 <sup>th</sup> Phase 1 – Water	R-21-38	12-6a01 <i>et seq.</i>	103,782.33
Chapel Landing 4 <sup>th</sup> Phase 1 – Sewer	R-21-37	12-6a01 <i>et seq.</i>	113,365.76
Chapel Landing 4 <sup>th</sup> Phase 1 – Paving	R-21-15	12-6a01 <i>et seq.</i>	344,215.81
Skyview Phase 1 – Water	R-21-39	12-6a01 <i>et seq.</i>	321,337.70
Skyview Phase 1 – Sewer	R-21-32	12-6a01 <i>et seq.</i>	383,440.10
Skyview Phase 1 – Paving	R-21-03	12-6a01 <i>et seq.</i>	902,715.65
Skyview Phase 1 – Drainage	R-21-06	12-6a01 <i>et seq.</i>	663,324.50
Rock Springs 4 <sup>th</sup> Phase 1 – Water	R-21-23	12-6a01 <i>et seq.</i>	325,454.48
Rock Springs 4 <sup>th</sup> Phase 1 – Sewer	R-21-21	12-6a01 <i>et seq.</i>	394,507.43



Rock Springs 4 <sup>th</sup> Phase 1 – Paving	R-21-20	12-6a01 <i>et seq.</i>	937,852.57
Rock Springs 4 <sup>th</sup> Phase 1 – Drainage	R-21-22	12-6a01 <i>et seq.</i>	640,453.92
<b>Total:</b>			<b>\$10,782,059.88</b>

**WHEREAS**, the Issuer desires to issue its general obligation bonds in order to permanently finance the costs of such Improvements and to retire the following temporary notes of the Issuer, which were issued to finance costs of the 2024A Improvements (the “Refunded Notes”):

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>	<u>Redemption Amount</u>	<u>Redemption Date</u>
2021B	July 6, 2021	December 1, 2024	\$9,850,000	\$9,850,000	\$9,850,000	December 1, 2024

; and

**WHEREAS**, the Issuer proposes to issue its general obligation bonds to pay costs of the 2024A Improvements and to retire the Refunded Notes; and

**WHEREAS**, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has previously authorized or will authorize certain internal improvements described as follows (collectively, the “2024B Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Estimated Cost*</u>
Lycee Sewer	R-24-11	K.S.A. 12-6a01 <i>et seq.</i>	\$169,000
Lycee Water	R-24-12	K.S.A. 12-6a01 <i>et seq.</i>	133,000
<b>Chapel Landing 6<sup>th</sup> Addition</b>			
Paving	R-24-06	K.S.A. 12-6a01 <i>et seq.</i>	\$629,000
Sewer	R-24-07	K.S.A. 12-6a01 <i>et seq.</i>	436,000
Drainage	R-24-08	K.S.A. 12-6a01 <i>et seq.</i>	621,000
Water	R-24-09	K.S.A. 12-6a01 <i>et seq.</i>	224,000
<b>53<sup>rd</sup> Street Reconstruction/Overlay</b>	R-24-03	Charter Ordinance No. 19 of the Issuer	2,600,000
<b>Skyview at Block 49 2<sup>nd</sup> Addition Phase 2</b>			
Paving	R-23-22	K.S.A. 12-6a01 <i>et seq.</i>	\$1,000,000
Sewer	R-23-23	K.S.A. 12-6a01 <i>et seq.</i>	264,000
Water	R-23-24	K.S.A. 12-6a01 <i>et seq.</i>	283,000
<b>Chapel Landing 5<sup>th</sup> Addition Phase 1</b>			
Paving	R-22-20	K.S.A. 12-6a01 <i>et seq.</i>	\$783,000
Sewer	R-24-16	K.S.A. 12-6a01 <i>et seq.</i>	514,000
Drainage	R-22-22	K.S.A. 12-6a01 <i>et seq.</i>	313,000
Water	R-22-23	K.S.A. 12-6a01 <i>et seq.</i>	180,000

\*Construction and engineering only; excludes temporary note interest and costs of issuance

; and

**WHEREAS**, the governing body of the Issuer is or will be authorized by law to issue general obligation bonds to pay costs of the 2024B Improvements; and

**WHEREAS**, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the 2024B Improvements prior to the completion thereof and the

issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer; and

**WHEREAS**, the Issuer proposes to issue its temporary notes to pay costs of the 2024B Improvements; and

**WHEREAS**, the Governing Body of the Issuer (the "Governing Body") has selected the firm of Columbia Capital Management, LLC, Merriam, Kansas (the "Municipal Advisor"), as municipal advisor for (a) one or more series of general obligation bonds of the Issuer to be issued to provide funds to pay the costs of the 2024A Improvements and retire the Refunded Notes, and (b) general obligation temporary notes to temporarily finance the 2024B Improvements; and

**WHEREAS**, the Issuer desires to authorize the Municipal Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

**WHEREAS**, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

**WHEREAS**, the Issuer desires to authorize the Municipal Advisor and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer's bond counsel ("Bond Counsel"), in conjunction with the Clerk to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

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

**Section 1.** There is hereby authorized to be offered for sale the Issuer's General Obligation Bonds, Series 2024A (the "Bonds") and General Obligation Temporary Notes, Series 2024B (the "Notes") described in the Notice of Sale, which is hereby approved in substantially the form presented to the Governing Body this date (the "Notice of Sale"). All proposals for the purchase of the Bonds and Notes (collectively, the "Obligations"), shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Sale, at which meeting the Governing Body shall review such bids and award the sale of the Obligations or reject all proposals.

**Section 2.** The Preliminary Official Statement for the Obligations (the "Preliminary Official Statement") is hereby approved in substantially the form presented to the Governing Body this date, with such changes or additions as the Mayor and Director of Finance shall deem necessary and appropriate, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Obligations.

**Section 3.** The Clerk, in conjunction with the Municipal Advisor and Bond Counsel, is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Sedgwick County, Kansas and the *Kansas Register*, and by distributing copies of the Notice of Sale and Preliminary Official Statement to prospective purchasers of the Obligations. Proposals for the purchase of the Obligations shall be submitted upon the terms and conditions set forth in the Notice of Sale, and awarded or rejected in the manner set forth in the Notice of Sale.

**Section 4.** For the purpose of enabling the purchaser of the Obligations (the "Purchasers") to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"),

the Mayor and Director of Finance or other appropriate officers of the Issuer are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as ***Exhibit A*** as approval of the Preliminary Official Statement, such official’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

**Section 5.** The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Obligations or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 6.** The Mayor, Clerk, Director of Finance and the other officers and representatives of the Issuer, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to: (a) carry out the sale of the Obligations; and (b) make provision for payment and/or redemption of the Refunded Notes from proceeds of the Bonds and other available funds.

The transactions described in this Resolution may be conducted, and documents related to the Obligations may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 7.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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**ADOPTED** by the Governing Body on October 15, 2024.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT A**

**CERTIFICATE DEEMING  
PRELIMINARY OFFICIAL STATEMENT FINAL**

October \_\_, 2024

To:

Re: City of Bel Aire, Kansas, General Obligation Bonds, Series 2024A and General Obligation Temporary Notes, Series 2024B

The undersigned are the duly acting Mayor and Director of Finance of the City of Bel Aire, Kansas (the “Issuer”), and are authorized to deliver this Certificate to the purchasers (the “Purchasers”) of the above-referenced bonds and notes (the “Bonds” and “Notes”) on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchasers copies of the Preliminary Official Statement (the “Preliminary Official Statement”) relating to the Bonds and Notes.

For the purpose of enabling the Purchasers to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds and Notes depending on such matters.

**CITY OF BEL AIRE, KANSAS**

By: \_\_\_\_\_  
Title: Mayor

By: \_\_\_\_\_  
Title: Director of Finance

Gilmore & Bell, P.C.  
10/07/2024

NOTICE OF SALE

**\$10,780,000\***  
**CITY OF BEL AIRE, KANSAS**  
**GENERAL OBLIGATION BONDS**  
**SERIES 2024A**

**\$8,240,000\***  
**CITY OF BEL AIRE, KANSAS**  
**GENERAL OBLIGATION TEMPORARY NOTES**  
**SERIES 2024B**

(GENERAL OBLIGATION BONDS PAYABLE  
FROM UNLIMITED AD VALOREM TAXES)

**Bids.** Facsimile, email and electronic (as explained below) bids for the purchase of the above-referenced bonds (the “Bonds”) and notes (the “Notes”) of the City of Bel Aire, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Clerk of the Issuer at the address hereinafter set forth in the case of email and facsimile bids, and via [www.columbiacapitalauction.com](http://www.columbiacapitalauction.com) (the “Columbia Capital Auction”) in the case of electronic bids, until 9:30 A.M. applicable Central Time for the Bonds and 10:00 A.M., applicable Central Time for the Notes (the “Submittal Hours”), on

**TUESDAY, NOVEMBER 5, 2024**

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Bonds and Notes (jointly, the “Obligations”) to the successful bidder or bidders (the “Successful Bidders”) will be acted upon by the Governing Body of the Issuer (the “Governing Body”) at its meeting to be held at 7:00 p.m. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Obligations.

**Terms of the Bonds.** The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Bonds will be dated November 27, 2024 (the “Dated Date”), and will become due in principal installments on November 1 in the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2026	\$395,000	2036	\$535,000
2027	410,000	2037	550,000
2028	420,000	2038	570,000
2029	430,000	2039	590,000
2030	445,000	2040	610,000
2031	455,000	2041	630,000
2032	470,000	2042	655,000
2033	485,000	2043	680,000
2034	500,000	2044	705,000
2035	515,000	2045	730,000

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on May 1 and November 1 in each year, beginning on May 1, 2025 (the “Bond Interest Payment Dates”).

**Terms of the Notes.** The Notes will consist of fully registered notes in an Authorized Denomination. The Notes will be dated as of the Dated Date, and will become due as follows:

<b>Stated Maturity</b> <b><u>(December 1)</u></b> 2027	<b>Principal</b> <b><u>Amount*</u></b> \$8,240,000
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The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2025 (the “Note Interest Payment Dates,” and, with the Bond Interest Payment Dates, jointly, the “Interest Payment Dates”).

**\*Adjustment of Issue Size.** The Issuer reserves the right to increase or decrease the total principal amount of the Obligations or the schedule of principal payments described above, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Obligations or the schedule of principal payments as described herein. If there is an increase or decrease in the final aggregate principal amount of the Obligations or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone, electronic or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m. applicable Central Time, on the business day immediately following the Sale Date. The actual purchase price for the Obligations shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Obligations, as adjusted, plus accrued interest from the Dated Date to the Closing Date (as hereinafter defined).

**Place of Payment.** The principal of and interest on the Obligations will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The principal of each Bond will be payable at maturity or earlier redemption to the owner thereof whose name is on the registration books (the “Bond Register”) of the Bond Registrar (the “Registered Owner”) upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the “Record Date”) (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Obligations, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

**Bond Registration.** The Obligations will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the “State”). The Issuer will pay for the fees of the Bond Registrar for registration and transfer of the Obligations and will also pay for printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Owners.

**Book-Entry-Only System.** The Depository Trust Company, New York, New York (“DTC”), will act as securities depository for the Obligations. The Obligations will initially be issued exclusively in “book entry” form and shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Obligations. During the term of the Obligations, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Obligations to DTC or its nominee as the Registered Owner of the Obligations, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Obligations to its participants who shall be responsible for transmitting payments to beneficial owners of the Obligations in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Obligations, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Obligations would adversely affect the interests of the beneficial owners of the Obligations, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Obligations in the form of fully registered certificates. Reference is made to the Official Statement for further information regarding the book-entry-only system of registration of the Obligations and DTC.

#### **Redemption of Obligations Prior to Maturity.**

**General.** Whenever the Issuer is to select Obligations for the purpose of redemption, it will, in the case of Obligations in denominations greater than the minimum Authorized Denomination, if less than all of the Obligations then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

**Optional Redemption.** At the option of the Issuer, Bonds maturing on November 1 in the years 2033, and thereafter, will be subject to redemption and payment prior to maturity on November 1, 2032, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

At the option of the Issuer, the Notes will be subject to redemption and payment prior to their stated maturity on December 1, 2026, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

**Mandatory Redemption.** A bidder may elect to have all or a portion of the Bonds scheduled to mature in consecutive years issued as term bonds (the “Term Bonds”) scheduled to mature in the latest of said consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; and (b) a bidder shall make such an election by completing the applicable paragraph on the Official Bid Form or completing the applicable information on PARITY®.

**Notice and Effect of Call for Redemption.** Unless waived by any owner of Obligations to be redeemed, if the Issuer shall call any Obligations for redemption and payment prior to the maturity thereof,



the Issuer shall give written notice of its intention to call and pay said Obligations to the Bond Registrar and the Successful Bidder. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Obligations. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Obligations to be redeemed, the place of surrender of Obligations so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

**Authority, Purpose and Security.** The Bonds are being issued pursuant to K.S.A. 12-6a01 *et seq.*, as amended, and an ordinance and a resolution adopted by the Governing Body (collectively the “Bond Resolution”) for the purpose of paying costs of certain internal improvements (the “2024A Improvements”) and retiring certain temporary notes of the Issuer. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the 2024A Improvements, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Bonds as the same become due.

The Notes are being issued pursuant to K.S.A. 12-6a01 *et seq.*, K.S.A. 10-123, K.S.A. 14-570 *et seq.* and Charter Ordinance No. 19 of the Issuer, all as amended, and the Note Resolution, for the purpose of financing the costs of certain internal improvements (the “2024B Improvements”). The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of said 2024B Improvements or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

**Submission of Bids.** Facsimile and email bids must be made on forms which may be procured from the Clerk or the Municipal Advisor and shall be addressed to the undersigned, and marked “Proposal for General Obligation Bonds, Series 2024A,” or “Proposal for General Obligation Temporary Notes, Series 2024B”. Facsimile bids should not be preceded by a cover sheet and should be sent only once to (913) 312-8053. Email bids should be sent only once to the Municipal Advisor at [apope@columbiacapital.com](mailto:apope@columbiacapital.com). Confirmation of receipt of facsimile or email bids may be made by contacting the undersigned at the number listed below. Electronic bids via Columbia Capital Auction must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Sale. ***Any bid submitted shall include the initial offering prices to the public for each maturity of the Obligations.*** If provisions of this Notice of Sale conflict with those of Columbia Capital Auction, this Notice of Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which may be submitted separately. The Issuer and Municipal Advisor shall not be responsible for failure of the transmission or the receipt of any bid.

**Columbia Capital Auction.** Information about, registration to use and instructions for the electronic bidding services of Columbia Capital Auction may be obtained from Grant Street Group, at (412) 391-5555 x370.

**Conditions of Bids--Bonds.** Proposals will be received on the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply

to all Bonds of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Bonds are sold, plus 3%; and (c) no supplemental interest payments will be considered; (d) each interest rate specified shall be a multiple of 1/8 or 1/20 of 1%; and (e) no Bond maturing on or after November 1, 2032, may be reoffered at a price of less than 98.0% of the principal amount thereof. No bid for less than **99%** of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Bonds on the basis of such bid, the discount, if any, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form, and the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Bonds, it will provide the certification described under the caption “Establishment of Issue Price” in this Notice.

**Conditions of Bids--Notes.** Proposals will be received on the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 3%; (c) no supplemental interest payments will be considered; and (d) each interest rate specified shall be a multiple of 1/8 or 1/20 of 1%. No bid for less than **99.0%** of the principal amount of the Notes and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Notes, as applicable, on the basis of such bid, the discount, if any, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form, and the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Notes, it will provide the certification described under the caption “Establishment of Issue Price” in this Notice.

**Good Faith Deposit.** To have its proposal considered for award, the lowest bidder is required to submit a good faith deposit in the amount of \$215,600 for the Bonds and \$164,800 for the Notes (each, a “Deposit”), payable to the order of the Issuer, in order to secure the Issuer from any loss resulting from the failure of the bidder to comply with the terms of its bid.

The Deposit may be submitted in any of the following forms:

- (a) Certified or cashier’s check drawn on a bank located in the United States of America; or
- (b) wire transfer in Federal Reserve funds, immediately available for use by the Issuer to the following financial institution for benefit of the Issuer:

Bankers Bank of Kansas (Receiving Bank)  
Chisholm Trail State Bank (Beneficiary Bank)  
ABA (Routing) #: 101104805  
Account Number: XXXXXX (XXXX) XXXXXX City of Bel Aire, Kansas  
FBO/RE: Good Faith Proceeds, Series 2023AB, City of Bel Aire, Kansas  
Contact Name and Phone Number at Bank: Mary Berry, 316-744-1293.

Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Financial Advisor at the email address set forth below, including the following information: (a) notification that a wire transfer has been made; (b) the amount of the wire transfer; and (c) return wire

transfer instructions in the event such bid is unsuccessful. Good Faith checks submitted by unsuccessful bidders will be returned; wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received on the next business day following the Sale Date. The Issuer reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit. No interest on the Deposit will be paid by the Issuer. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the Issuer until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the Issuer. If a bid is accepted but the Issuer fails to deliver Obligations to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the Issuer as and for liquidated damages.

**Basis of Award.** Subject to the timely receipt of the Deposit set forth above, the award of each series of the Obligations will be made on the basis of the lowest true interest cost (“TIC”). TIC will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on each series of Obligations, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for each series of Obligations, as applicable, on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Issuer. The Issuer or its Financial Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern, and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the governing body of the Issuer will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will not be considered. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within the State with regard to such dispute.

The Issuer’s acceptance, including electronic acceptance through Columbia Capital Auction, of the Successful Bidder’s proposal for the purchase of Obligations in accordance with this Notice of Sale shall constitute a bond purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) and Rule G-32 of the Municipal Securities Rulemaking Board (“Rule G-32”). The method of acceptance shall be determined solely by the Governing Body.

**Ratings.** The Bonds are rated “[AA-]” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC. The Notes are rated “[SP-1+]” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC.

**Optional Bond Insurance.** The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Obligations. If the Obligations qualify for municipal bond insurance, and any bidder desires to purchase such policy, such indication and the name of the desired insurer must be set forth on the

bidder's Official Bid Form. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the Issuer.

If the Successful Bidder elects to purchase the Obligations with municipal bond insurance, certain rating agencies will assign their ratings to the Obligations with the understanding that upon delivery of the Obligations, a policy insuring the payment when due of the principal of and interest on the Obligations will be issued by such bond insurer. All costs associated with the purchase and issuance of such municipal bond insurance policy and associated ratings and expenses (other than any independent rating requested by the Issuer) shall be paid by the Successful Bidder. Failure of the municipal bond insurer to issue the policy after the award of the Obligations shall not constitute cause for failure or refusal by the Successful Bidder to accept delivery of the Obligations.

**CUSIP Numbers.** CUSIP identification numbers will be assigned and printed on the Obligations, but neither the failure to print such number on any Obligation nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Obligations in accordance with the terms of this Notice. The Municipal Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the assignment and printing of CUSIP numbers on the Obligations will be paid by the Issuer.

**Delivery and Payment.** The Issuer will pay for the preparation of the Obligations and will deliver the Obligations properly prepared, executed and registered without cost on or about **NOVEMBER 27, 2024** (the "Closing Date"), to DTC for the account of the Successful Bidder or at such bank or trust company in the contiguous United States of America as may be specified by the Successful Bidder, or elsewhere at the expense of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Obligations and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Obligations affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Obligations shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Obligation of each maturity registered in the nominee name of DTC.

#### **Establishment of Issue Price.**

(a) In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Successful Bidder will be required to assist the Issuer in establishing the "issue price" of the Bonds or Notes, as applicable, and complete, execute and deliver to the Issuer prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the Issuer and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds or Notes, as applicable (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (1) the interest rate; (2) the reasonably expected initial offering price to the "public" (as said term is used in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Bonds or Notes, as applicable, for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds or Notes, as applicable, for sale to the public. A specimen of the Issue Price Certificate is attached to this Notice. Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received by the Financial Advisor or Bond Counsel on behalf of the Issuer.

(b) The Issuer intends that the sale of the Bonds or Notes, as applicable, pursuant to this Notice shall constitute a "competitive sale" as defined in the Regulation. In support thereof: (1) the Issuer shall

cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the Issuer reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds or Notes, as applicable; and (4) the Issuer anticipates awarding the sale of the Bonds or Notes, as applicable, to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled “Basis of Award.”

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds or Notes, as applicable, as specified therein. The Successful Bidder shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its bid, the Successful Bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Bonds or Notes, as applicable, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of the Bonds or Notes, as applicable.

(d) If all of the requirements of a “competitive sale” are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Bonds or Notes, as applicable, to the Successful Bidder and the following provisions shall apply to the Bonds or Notes, as applicable. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of the Bonds or Notes, as applicable, the Successful Bidder shall advise the Issuer if a “substantial amount” (as defined in the Regulation (10%)) of any maturity of the Bonds or Notes, as applicable (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity), has been sold to the public and the price at which such substantial amount was sold. The Issuer will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The Issuer will ***not*** require the Successful Bidder to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Successful Bidder may elect such option. If the Successful Bidder exercises such option, the Issuer will apply the initial offering price to the public provided in the bid as the issue price for such maturities. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the Issuer the prices at which a substantial amount of such maturities is sold to the public; provided such determination shall be made and the Issuer notified of such prices not later than three (3) business days prior to the Closing Date. ***Any change in the issue price of any of the Bonds or Notes, as applicable, after the Submittal Hours will not affect the purchase price for the Bonds or Notes, as applicable, submitted in the bid of the Successful Bidder.***

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

**Preliminary Official Statement and Official Statement.** The Issuer has prepared an Official Statement dated October [ ], 2023, “deemed final” by the Issuer except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12, copies of which may be obtained from the Clerk or from the Municipal Advisor. Upon the sale of the Obligations, the Issuer will adopt the final Official Statement and will furnish the Successful Bidders, without cost, within seven business days of the acceptance of the Successful Bidders’ proposals, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board (collectively the “Rules”). Additional copies may be ordered by the Successful Bidder at its expense. The Issuer's acceptance, including electronic acceptance through Columbia Capital Auction, of the

Successful Bidders’ proposals for the purchase of the Obligations in accordance with this Notice of Sale shall constitute contracts between the Issuer and the Successful Bidders for purposes of the Rules.

**Continuing Disclosure.** In the Bond Resolution and Note Resolution, the Issuer has covenanted to annually provide certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Obligations. For further information, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

**Assessed Valuation and Indebtedness.** The total assessed valuation of the taxable tangible property within the Issuer for the year 2024 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property .....	\$101,639,907
Tangible Valuation of Motor Vehicles.....	<u>12,317,709</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations .....	\$113,957,616

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Obligations being sold, is \$78,195,000. Temporary notes in the principal amount of \$9,850,000 will be retired out of proceeds of the Bonds and other available funds, which will reduce the outstanding general obligation indebtedness of the Issuer to \$68,345,000.

**Legal Opinion.** The Obligations will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the Issuer, will be printed on the Obligations, and will be delivered to the Successful Bidders when the Obligations are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Obligations being excludable from gross income for federal income tax purposes, and the interest on the Obligations being exempt from income taxation by the State. Reference is made to the Preliminary Official Statement for further discussion of federal and State income tax matters relating to the interest on the Obligations.

**Electronic Transactions.** The transactions described herein may be conducted and related documents may be sent, received and stored by electronic means or transmissions. All bid documents, closing documents, certificates, ordinances, resolutions and related instruments may be executed by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Additional Information.** Additional information regarding the Obligations may be obtained from the undersigned or from the Municipal Advisor at the addresses set forth below:

**DATED: October 15, 2024.**

**CITY OF BEL AIRE, KANSAS**  
By:     Melissa Krehbiel, Clerk

***Issuer Address:***

7651 E. Central Park Ave.  
Bel Aire, Kansas 67226  
Attn: Melissa Krehbiel, Clerk  
Phone No.: (316) 744-2451  
Fax No.: (316) 744-3739  
Email: [mkrehbiel@belaireks.gov](mailto:mkrehbiel@belaireks.gov)

***Municipal Advisor – Facsimile and Email Bid and Good Faith Deposit Delivery Address:***

Columbia Capital Management, LLC  
6700 Antioch Rd., Suite 250  
Merriam, Kansas 66204  
Attn: Jeff White or Adam Pope  
Fax No. (913) 312-8053  
Email: [jwhite@columbiacapital.com](mailto:jwhite@columbiacapital.com)  
Phone No. (913) 312-8077  
Email: [apope@columbiacapital.com](mailto:apope@columbiacapital.com)  
Phone No. (913) 312-8064

SUMMARY NOTICE OF SALE

**\$10,780,000\***  
**CITY OF BEL AIRE, KANSAS**  
**GENERAL OBLIGATION BONDS**  
**SERIES 2024A**

**\$8,240,000\***  
**CITY OF BEL AIRE, KANSAS**  
**GENERAL OBLIGATION TEMPORARY NOTES**  
**SERIES 2024B**

(GENERAL OBLIGATIONS PAYABLE FROM UNLIMITED AD VALOREM TAXES)

**Bids.** SUBJECT to the Notice of Sale dated October 15, 2024 (the “Notice”), facsimile, email and electronic bids will be received on behalf of the Clerk of the City of Bel Aire, Kansas (the “Issuer”) in the case of facsimile or email bids, at the address set forth below, and in the case of electronic bids, via [www.columbiacapitalauction.com](http://www.columbiacapitalauction.com) (the “Columbia Capital Auction”) until 9:30 A.M. applicable Central Time for the General Obligation Bonds, Series 2024A (the “Bonds”), and 10:00 A.M. applicable Central Time for the General Obligation Temporary Notes, Series 2024B, (the “Notes”), on **NOVEMBER 5, 2024** for the purchase of the Bonds and Notes (collectively, the “Obligations”). No bid of less than **99.0%** of the principal amount of the Bonds, and no bid of less than **99.0%** of the principal amount of the Notes and accrued interest thereon to the date of delivery will be considered.

**Obligation Details.** The Obligations will consist of fully registered bonds and notes in the denomination of \$5,000 or any integral multiple thereof. The Obligations will be dated November 27, 2024. The Bonds and will become due on November 1 in the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2026	\$395,000	2036	\$535,000
2027	410,000	2037	550,000
2028	420,000	2038	570,000
2029	430,000	2039	590,000
2030	445,000	2040	610,000
2031	455,000	2041	630,000
2032	470,000	2042	655,000
2033	485,000	2043	680,000
2034	500,000	2044	705,000
2035	515,000	2045	730,000

\* Subject to change, see the Notice

The Bonds will bear interest from the date thereof at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on May 1 and November 1 in each year, beginning on May 1, 2025.

The Notes will become due as follows:

**Stated Maturity**  
**(December 1)**  
2027

**Principal**  
**Amount\***  
\$8,240,000

\* Subject to change, see the Notice

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2025.



**Book-Entry-Only System.** The Obligations shall be registered under a book-entry-only system administered through DTC.

**Paying Agent and Bond Registrar.** Treasurer of the State of Kansas, Topeka, Kansas.

**Good Faith Deposit.** Each bid shall be accompanied by a good faith deposit in the form of a cashier's or certified check drawn on a bank located in the United States of America, a qualified financial surety bond or a wire transfer in Federal Reserve funds immediately available for use by the Issuer in the amount of \$215,600 for the Bonds and \$164,800 for the Notes.

**Delivery.** The Issuer will pay for preparation of the Obligations and will deliver the same properly prepared, executed and registered without cost to the successful bidder on or about **November 27, 2024**, to DTC for the account of the successful bidder or at such bank or trust company in the contiguous United States of America as may be specified by the successful bidder, or elsewhere at the expense of the successful bidder.

**Assessed Valuation and Indebtedness.** The Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations for the year 2024 is \$113,957,616. The total general obligation indebtedness of the Issuer as of the Dated Date, including the Obligations being sold, is \$68,345,000.

**Approval of Bonds.** The Obligations will be sold subject to the legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, whose approving legal opinion as to the validity of the Obligations will be furnished and paid for by the Issuer, printed on the Obligations and delivered to the successful bidder as and when the Obligations are delivered.

**Additional Information.** Additional information regarding the Obligations may be obtained from the undersigned at the addresses set forth below:

**DATED: October 15, 2024.**

***Issuer Address:***

7651 E. Central Park Ave.  
Bel Aire, Kansas 67226  
Attn: Melissa Krehbiel, Clerk  
Phone No.: (316) 744-2451  
Fax No.: (316) 744-3739  
Email: mkrehbiel@belaireks.gov

***Municipal Advisor – Facsimile and Email Bid and Good Faith Deposit Delivery Address:***

Columbia Capital Management, LLC  
6700 Antioch Rd., Suite 250  
Merriam, Kansas 66204  
Attn: Jeff White or Adam Pope  
Fax No. (913) 312-8053  
Email: [jwhite@columbiacapital.com](mailto:jwhite@columbiacapital.com)  
Phone No. (913) 312-8077  
Email: [apope@columbiacapital.com](mailto:apope@columbiacapital.com)  
Phone No. (913) 312-8064

KANSAS REGISTER

DOCUMENT NO. \_\_\_\_\_

(Above space for Register Office Use)

Submission Form  
Municipal Bond Sale Notice  
(K.S.A. 10-106 as amended)

TITLE OF DOCUMENT      SUMMARY NOTICE OF BOND SALE  
Re:      City of Bel Aire, Kansas, General Obligation Bonds, Series 2024A, Dated November 27, 2024.

NUMBER OF PAGES: [\_\_\_\_\_]      DESIRED PUBLICATION DATE: October 24, 2024

BILL TO:      Melissa Krehbiel, Clerk  
7651 E. Central Park Ave., Bel Aire, Kansas 67226

Please forward 1 Affidavit of Publication of same to Courtney McMillan, by email at [cmcmillan@gilmorebell.com](mailto:cmcmillan@gilmorebell.com), and by mail at Gilmore & Bell, P.C., 100 North Main, Suite 800, Wichita, KS 67202 at your earliest opportunity.

Any questions regarding this document should be directed to:

NAME: \_\_\_\_\_      PHONE: \_\_\_\_\_ (316) 267-2091

Certification

I hereby certify that I have reviewed the attached and herein described document, and that it conforms to all applicable **Kansas Register** publication guidelines. I further certify that submission of this item for publication in the **Kansas Register** is authorized by the municipality which has issued the notice.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name of Signer

\_\_\_\_\_  
Position

TRANSMIT TO:      Kansas Register; Secretary of State; State Capitol, Topeka, KS 66612  
PHONE: (785) 296-3489; FAX: (785) 291-3051; EMAIL: [kansasregister@sos.ks.gov](mailto:kansasregister@sos.ks.gov)

THIS SPACE FOR REGISTER OFFICE USE ONLY

**OFFICIAL BID FORM**  
PROPOSAL FOR THE PURCHASE OF CITY OF BEL AIRE, KANSAS  
GENERAL OBLIGATION BONDS, SERIES 2024A

Section XII, Item A.

TO: Melissa Krehbiel, Clerk  
City of Bel Aire, Kansas

November 5, 2024

For \$10,780,000\* principal amount of General Obligation Bonds, Series 2024A, of the City of Bel Aire, Kansas (the "Issuer"), to be dated November 27, 2024, as described in the Notice of Sale dated October 15, 2024 (the "Notice"), said Bonds to bear interest as follows:

<u>Stated Maturity</u> <u>November 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Annual</u> <u>Rate of</u> <u>Interest</u>	<u>Initial</u> <u>Offering</u> <u>Price</u>	<u>Stated Maturity</u> <u>November 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Annual</u> <u>Rate of</u> <u>Interest</u>	<u>Initial</u> <u>Offering</u> <u>Price</u>
2026	\$395,000	_____ %	_____ %	2036	\$535,000	_____ %	_____ %
2027	410,000	_____ %	_____ %	2037	550,000	_____ %	_____ %
2028	420,000	_____ %	_____ %	2038	570,000	_____ %	_____ %
2029	430,000	_____ %	_____ %	2039	590,000	_____ %	_____ %
2030	445,000	_____ %	_____ %	2040	610,000	_____ %	_____ %
2031	455,000	_____ %	_____ %	2041	630,000	_____ %	_____ %
2032	470,000	_____ %	_____ %	2042	655,000	_____ %	_____ %
2033	485,000	_____ %	_____ %	2043	680,000	_____ %	_____ %
2034	500,000	_____ %	_____ %	2044	705,000	_____ %	_____ %
2035	515,000	_____ %	_____ %	2045	730,000	_____ %	_____ %

\* Subject to change, see the Notice

the undersigned will pay the purchase price for the Bonds set forth below, plus accrued interest to the date of delivery.

Principal Amount .....\$10,780,000\*  
Less Discount (not to exceed 1.0%).....  
Plus Premium (if any) .....  
Total Purchase Price ..... \$  
Total interest cost to maturity at the rates specified ..... \$  
Net interest cost (adjusted for Premium) ..... \$  
True Interest Cost ..... %

- ☐ The Bidder elects to purchase Municipal Bond Insurance from (circle one of the following): [AG] [BAM]  
☐ The Bidder elects to have the following Term Bonds:

<b>Maturity Date</b>	<b>Years</b>	<b>Amount*</b>
November 1, _____	_____ to _____	\$ _____
November 1, _____	_____ to _____	\$ _____

\*subject to mandatory redemption requirements in the amounts and at the times shown above.

This proposal is subject to all terms and conditions contained in the Notice, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in the Notice. A cashier's or certified check or a wire transfer in the amount of \$215,600 payable to the order of the Issuer, submitted in the manner set forth in the Notice accompanies this proposal as evidence of good faith. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a bond purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: \_\_\_\_\_

(LIST ACCOUNT MEMBERS ON REVERSE)

By: \_\_\_\_\_  
Telephone No. (\_\_\_\_\_) \_\_\_\_\_

**ACCEPTANCE**

Pursuant to action duly taken by the Governing Body of the Issuer the above proposal is hereby accepted on November 5, 2024.

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

**NOTE:** No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Facsimile bids may be filed with Columbia Capital Management, LLC, Fax No. (913) 312-8053, email bids may be sent to Columbia Capital Management, LLC at [apope@columbiacapital.com](mailto:apope@columbiacapital.com), and electronic bids may be submitted via Columbia Capital Auction, at or prior to 9:30 A.M. applicable Central Time, on November 5, 2024. Any bid received after such time will not be accepted or shall be returned to the bidder.

OFFICIAL BID FORM  
PROPOSAL FOR THE PURCHASE OF CITY OF BEL AIRE, KANSAS  
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2023B

TO: Melissa Krehbiel, Clerk  
City of Bel Aire, Kansas

November 5, 2024

For \$8,240,000\* principal amount of General Obligation Temporary Notes, Series 2024B, of City of Bel Aire, Kansas, to be dated November 27, 2024, as described in your Notice of Sale dated October 15, 2024, said Notes to bear interest as follows:

<u>Maturity</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2027	\$8,240,000	_____ %

the undersigned will pay the purchase price for the Notes set forth below, plus accrued interest to the date of delivery.

Principal Amount .....	\$8,240,000.00
Less Discount (not to exceed 1.0%) .....	- _____
Plus Premium (if any) .....	_____
Total Purchase Price .....	\$ _____
Total interest cost to maturity at the rate(s) specified .....	\$ _____
Net interest cost (adjusted for Discount and/or Premium) .....	\$ _____
Average annual net interest rate .....	_____ %
True Interest Cost .....	_____ %

This proposal is subject to all terms and conditions contained in said Notice, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in said Notice. A cashier’s or certified check or a wire transfer in the amount of \$164,800 payable to the order of the Issuer, submitted in the manner set forth in the Notice accompanies this proposal as evidence of good faith. The acceptance of this proposal by the Issuer shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission.

Submitted by: \_\_\_\_\_

(LIST ACCOUNT MEMBERS ON REVERSE) By: \_\_\_\_\_

Telephone No. (\_\_\_\_) \_\_\_\_\_

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the City of Bel Aire, Kansas, the above proposal is hereby accepted on November 5, 2024.

Attest:

Clerk

Mayor

**NOTE:** No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Facsimile bids may be filed with Columbia Capital Management, LLC, Fax No. (913) 312-8053, email bids may be sent to Columbia Capital Management, LLC at [apope@columbiacapital.com](mailto:apope@columbiacapital.com), and electronic bids may be submitted via Columbia Capital Auction at or prior to 10:00 A.M. applicable Central Time, on November 5, 2024. Any bid received after such time will not be accepted or shall be returned to the bidder.



## STAFF REPORT

DATE: 10/9/24  
TO: City Council  
FROM: Ted Henry, City Manager  
SUB: Agreement with MABCD

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### SUMMARY:

For the past 22 years, the City of Bel Aire has benefited from Keith Price's leadership in our Planning, Zoning, and Building Department. Keith has not only served as the department head but is also a certified building inspector for commercial and industrial properties. With his retirement announced earlier this year, we need to find an alternative way to provide these essential services.

Recognizing this challenge, staff researched how other cities of our size manage commercial inspections and found that nearly all surrounding cities partner with the Metropolitan Area Building and Construction Department (MABCD) for these types of inspections. With this knowledge, staff met with MABCD to negotiate an agreement and establish a process for them to conduct inspections for new industrial and commercial buildings in Bel Aire. Although the number of buildings needing inspections is relatively small, without this capability, there is a risk of delaying business development in Bel Aire.

This issue was discussed at length during the City Council Workshop on October 8th, where additional insights were provided by Chris Labrum, MABCD Director.

### RECOMMENDATION:

Staff recommends approving the agreement with MABCD to effectively address our commercial inspection needs. The Bel Aire City Attorney has reviewed the agreement.

**GOVERNMENT SERVICE AGREEMENT FOR PLAN REVIEW CODE, INSPECTION AND ENFORCEMENT OF BUILDING, ELECTRICAL, MECHANICAL AND PLUMBING CODES BY SEDGWICK COUNTY IN THE CITY OF BEL AIRE, KANSAS.**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Bel Aire, Kansas, hereinafter referred to as the “City”, and the Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as the “County.”

**WITNESSETH:**

**WHEREAS**, the City and the County are both desirous of providing the best possible code inspection and enforcement to their citizens, including code inspections and enforcement and plan review based upon standardized building, electrical, mechanical, and plumbing codes; and

**WHEREAS**, the County currently provides code inspection and enforcement and plan review in the unincorporated area and within the corporate limits of certain cities located in Sedgwick County through its Metropolitan Area Building and Construction Department (“MABCD”), a joint enforcement department between the County and City of Wichita, Kansas pursuant to the Wichita-Sedgwick County Unified Building and Trade Code (“UBTC”); and

**WHEREAS**, the City has requested the County, through the MABCD, to provide code inspection and enforcement for residential construction upon request and will provide commercial plan review, permitting and inspection enforcement within the corporate boundaries of the City; and

**WHEREAS**, the City and County are authorized to enter into an agreement for such services pursuant to K.S.A. 12-2908, and such agreement shall not be regarded as an interlocal agreement under provisions of K.S.A. 12-2901 *et seq*; and

**WHEREAS**, the City and County are desirous of providing citizens of the City with code inspection and enforcement and plan review based upon the building, electrical, mechanical and plumbing codes which meet the minimum needs of the City for protection of public health, safety and welfare, with qualified code inspection and enforcement personnel and plan review personnel.

**NOW THEREFORE**, in consideration of the mutual promises and covenants recited herein, the parties do agree as follows:

1. The County, through MABCD, shall provide inspection, enforcement and plan review services to the City as requested and pursuant to this Agreement. Unless otherwise agreed to and approved by the City and MABCD Director, services will be based upon the most current Sedgwick County building, electrical, mechanical, and plumbing codes.
2. All initial expenses necessary to the operation of the inspections and/or plan review shall be paid and provided for by the MABCD. Reimbursement of those costs by the City will be paid as outlined in the tenants of this agreement.
3. The Director of MABCD shall provide for the administration and supervision of said code inspection and enforcement and plan review services. Upon request, the Director shall provide an annual written report to the governing body of the City concerning the operation of said code inspection and enforcement and plan review activities relating to the City.

4. The City shall appoint one person from the governing unit to serve as primary liaison to the MABCD for the purpose of achieving the aims and objectives of this service agreement, which includes requesting the necessary code inspections and enforcement and plan review services for the City.
5. The City shall, by duly authorized and enacted ordinance, adopt and incorporate by reference the provisions of the Wichita-Sedgwick County Unified Building and Trade Code, under the definition of the Sedgwick County Jurisdiction, and shall confer jurisdiction within its incorporated boundaries to the County through the consolidated entity, the Metropolitan Area Building and Construction Department, in order to effectuate the provisions of said Wichita-Sedgwick County Unified Building and Trade Code, under the definition of the Sedgwick County Jurisdiction, as may be amended.
6. For the purposes of this agreement, the City shall retain authority and responsibility for the granting of all residential permits and any permits specific to the City of Bel Aire. Licenses required to perform work will be governed by the tenants of the Unified Building and Trade Code. The City will retain final authority for the granting of any variance to adopted and published building, trades, or other safety-related codes. The City will retain final authority for granting any requested variances or temporary allowances related to the Certificate of Occupancy for a structure or project. The City may delegate responsibility to perform/execute any of the above functions/actions to the MABCD.
7. For all such code inspection and enforcement requested by the City to be performed by the MABCD, the MABCD shall defer all prosecutorial decisions to the City, and the MABCD shall make no claim or demand for any portion of any fines collected by the City as a result of enforcement activity within the corporate boundaries of the City. The MABCD shall make Code Officers available to appear in the City Court in support of said prosecutions and the City shall provide Code Officers reasonable notice of Court dockets and appearances. The parties agree to cooperate and exchange information in support of Code prosecutions.
8. For residential inspection services provided by the MABCD, the City shall notify MABCD as soon as possible of periods in which inspection assistance will be needed/requested. City shall accept and schedule inspections as per their standing process. The City shall provide MABCD with a list of the next day's requested and scheduled inspections by close of business each day. Inspections will be offered and scheduled as either a morning or an afternoon inspection with the exception of those involving a concrete pour. Pre-concrete pour inspections will be offered an option to schedule for a specific time.
9. For residential inspections, the amount payable to MABCD shall be seventy-five dollars (\$75) per inspection. When multiple inspections can be scheduled and performed in a single site visit, the total charge will remain \$75 per site visit. A site visit will be defined as inspections performed at the job-site address.
10. For plan review and commercial project inspection services provided by the MABCD, the amount payable for each plan review shall be seventy-five percent (75%) of the plan review fee as established by the schedule of fees in EXHIBIT A. The City will retain responsibility for the zoning and the site utilities/engineering portion of plan reviews. All project applications and plans will be entered directly into MABCD's permitting and plan review systems for review by MABCD. The City will be provided an account and required accesses to perform their required review portions, and will be assigned their portion of the review and approval process within this system. MABCD will collect the



review fee and once per month will remit payment to City for their portion of the review fees collected in the prior month. That portion of fees will amount to twenty-five (25) percent of the fees collected through the portal. MABCD will process the associated commercial building permit fees according to the MABCD fee schedule and also retain seventy-five (75) percent of this commercial permit fee to cover inspection costs. The fee schedule in the permitting system will be based on MABCD fee rates and any additional fees or charges above this schedule are the responsibility of the City to collect outside of the permitting system and prior to releasing the permit for payment. The City will retain final authority for granting the Certificate of Occupancy.

- 11. Contractor licensing and compliance for commercial inspections shall be the responsibility of MABCD. Any enforcement actions related to contractor licensing shall follow the provisions specified in paragraph seven (7) of this agreement. Qualified contactors must maintain a City licenses throughout the duration of the project. The City will confirm during its plan review process.
- 12. Scheduling of inspections for and in the City jurisdiction will follow the same priority and policy guidelines as all inspections performed by the MABCD. The City Liaison and MABCD Director will be responsible for coordinating and accommodating (to the maximum extent possible) any City-specific scheduling priorities, policies, or requests. Commercial inspections will be scheduled through the existing MABCD Portal and/or Telus systems and in accordance with existing procedures in those systems.
- 13. Either party to this agreement shall have the right to terminate this agreement upon notice to the other as set forth hereinafter. Written notice of issued on lawful authority of the terminating party shall be given in writing ninety (90) days prior to the effective date of termination. Notice shall be sent to:

COUNTY:

Metropolitan Area Building and Construction Department  
ATTN: Director  
271 W 3<sup>rd</sup> St, Suite 101  
Wichita KS 67202

And

Sedgwick County Counselor’s Office  
ATTN: Contract Notification  
100 N Broadway, Suite 650  
Wichita KS 67202

CITY:

City of Bel Aire  
ATTN: City Clerk  
7651 E Central Park Ave  
Bel Aire KS 67226

- 14. City hereby expressly agrees and covenants that it will hold and save harmless and indemnify County, its officers, agents, servants and employees from liability of any nature or kind arising out of any act or omission relating to the provisions of this agreement to the extent allowable under the Kansas Tort

Claims Act, and excepting claims based on acts or omissions by the County or its agents and/or employees.

- 15. The County expressly agrees and covenants that it will hold and save harmless and indemnify City, its officers, agents, servants and employees from liability of any nature or kind arising out of any act or omission relating to the provisions of this agreement to the extent allowable under the Kansas Tort Claims Act, and excepting claims based on acts or omissions by the City or its agents and/or employees.
- 16. In the event any provisions of this Agreement shall be found to be unenforceable, the remaining provisions shall continue in full force and effect.
- 17. This agreement contains the entire agreement between the parties hereto. No amendment, waiver, or modification of this agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto.
- 18. The agreement shall become effective upon signature approval of both parties and shall continue in force until terminated by either party as provided in paragraph 13, above.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures on the date herein written.

**CITY OF BEL AIRE, KANSAS**

**BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS**

\_\_\_\_\_  
**xxxxxx, Mayor**

\_\_\_\_\_  
**Ryan Baty, Chairman  
Commissioner, Fourth District**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

City of Bel Aire

STAFF REPORT

DATE: 10/09/2024

TO: Bel Aire City Council  
FROM: Paula Downs  
RE: Agenda

STAFF COMMUNICATION	
FOR MEETING OF	10/15/24
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

**PUD-24-03.** Proposed a Final PUD containing approved duplexes to be converted to townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built.

The city placed an ad in the Ark Valley Newspaper as required by the city code. The affidavit of publication is in the packet. The PUD process required notification of surrounding property owners.

City staff met with the applicants to finalize details what was important for the process.

History

The property has been zoned R-4 since 2008 and was replatted in 2020. The R-4 zoning district has a 10’ side yard set back requirement.

Without knowledge of our processes, the developer hired a surveying company that completed a metes and bounds survey to split the lots. This survey was filed with the Sedgwick County Register of Deeds Office, which accepted and processed the lot split.

The discovery of lot splits outside of the city process changed how a single structure defined in the city building code could be divided into two single structures. The agreements and understanding of use were changed. The zoning code and building code issues created within the Bel Aire is not a new problem in the region for other jurisdictions.

Final plat of Bristol Hollows was approved in November 2019. Final plat document was approved by City Council December 2019.

## Development Agreement

The Development Agreement was approved by City Council and signed on April 7, 2020. Key elements of the Development Agreement:

- Purpose; Paragraph three (3). Any deviations from the conceptual drawing shall be submitted for review and approval by the City;
- 2. Permitted Use:
  - All lots are zoned R-4, remain controlled by a for-profit development, as a single controlling entity or owner for the approved development;
  - A. and B. Construction shall have the following conditions:
    - Two-family dwelling units (duplexes) as shown on approved site plan;
    - Any low-density residential use based on the most current city zoning code;
    - Height and area regulations for R-4 developments;
    - Minimum dwelling unit – 1,000 s.f.;
    - Adhere to other requirements; drainage, stormwater, fencing & screening; landscaping; lighting, etc.,
- 24. Modification of Plat Through Replatting Process- *While it is intended by the parties that the development will precede in compliance with this Agreement and the existing plat of Bristol Hollows **nothing herein shall be construed to prohibit modifications to the Bristol Hollows development as a result of the formal replatting process.***
- 25. Respective Responsibilities of City and Developer:
  - C. The Developer agrees to assume responsibility to see that all original purchases of lots in the Addition receive a copy of the Developer's Agreement and the Restrictive Covenants at the time of purchase;
  - E. ....any individual or entity who later becomes a Developer by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of this Development Agreement....

### Non-Conforming Issues Created with Lot Split:

- Landscaping requirements- 2 street trees in front yard of each side. Corner lots require three street trees of each lot;
- Interior lot line requirements- R-4 requires a 10' side yard setback. PUD eliminates the 10' side yard requirement. Outside lot lines are still at 10' and meet requirements;
- Lot coverage for accessory structures may be restricted based on size and quantity of structures;
- Home-based business use could be an issue depending on what type of business;
- Utilities installed across lots requires agreements- this would be a contract issue outside of City

## **PUD Application- PUD-24-03 (Final PUD is R-4 District with PUD Overlay)**

Application was submitted with the following documents:

- Planned Unit Development Agreement
- PUD Exhibit referencing lot splits
- Ownership list

### **PUD Agreement:**

- Developer desires zoning by a PUD;
- Agreement is necessary to establish a zoning change to a Planned Unit Development in the City;
- Intent is to permit a new approach to providing increased development flexibility in a manner otherwise constrained by the traditional development standards of the Zoning Code and Subdivision Regulations;
- Permitted Use: R-4 Single Family- includes Single-Family and Two-Family;
- Agreement allows:
  - Lot splits for all lots described in the PUD and requires applications for lot splits be submitted to the City and Register of Deeds office;
  - Respread of special assessment taxes divided 50% of aggregate to each new lot created in the lot split;
  - R-4 zoning district shall apply to lots described in PUD- with exceptions:
    - No required interior side yard setbacks;
    - Divided lots, shall have a minimum lot area of 4,000 square feet;
    - Divided lots, shall maintain a minimum lot width of 25';
    - All dwellings shall be built to all applicable building standards.

Staff Report recommended approval of the PUD Application with modifications to the PUD agreement listed above.

### **Status of Construction:**

- Currently 40 two-family homes (duplexes);
- Lots are at all stages of construction;
- Some lots have not yet been constructed;
- Some lots have received final occupancy certificates;
- City has issued building permits based on building plans submitted;
- Lot split information was discovered around August- building inspector noticed boundary pins on the lots and GIS search confirmed lot splits had been completed.

## Discussion

### Townhouse Information:

- Can solve cross-lot concerns to protect property rights;
- Townhouse Ownership Act: Townhouse definition from K.S.A 58-3701: General legal definition of townhouse is “a single-family home that is attached to other units and shares walls with them:
  - Attached: Townhouses are attached to other units, usually by one or two walls;
  - Single-family: Townhouses are privately owned and can be considered a single-family home;
  - Property lines: Townhouses are separated by property lines;
  - Yard or public way: Townhouses have a yard or public way on at least two sides;
  - Height: Townhouses are usually no more than three stories tall;
  - Ownership: Townhouse owners are responsible for the entire unit, including the interior, exterior, roof, and land;
  - Maintenance: Townhouse owners are responsible for all property maintenance and repairs;
  - Taxes: Townhouse owners are responsible for all real estate taxes.
- Townhouses can be part of a PUD;
- R-5 Zoning Code 18.7.6- Sets out what is permitted within this district and includes information related to townhouses.

### Building Code Requirements relating to 2-hour Fire Wall:

- You can have townhomes with the 1-hour wall but only if there is no plumbing in the walls. Most of the units currently constructed have plumbing in the shared wall;
- Townhouse requires each individual wall support the roof independently;
- Sedgwick County Fire Department does not inspect residential properties;
- Bel Aire inspected based on the 1-hour requirement because of the two-family duplex construction. Walls were built as required for a two-family (duplex). There is no indication, based on our inspections that this was a 2-hour rated wall;
- Owner of property (if they own ½ of the two-family residence) should be aware of the common wall design and that the difference between 1-hour and 2-hour; affects fire spread, events that happen on one side could affect the other side i.e. water leaks, and sound. Expectation in an apartment or two-family duplex that you are more “connected” to the other side. This is typically not the expectation in home ownership.

**Two-Family Unit vs. Townhouse:**

- Lot split created two different lots with townhomes vs. two-family unit (duplex);
- City could require them to file their covenants to provide for the understanding of how each individual property owner would ensure their “community rights”:
  - Utility lines running under each owner’s property;
  - Sharing siding, roof, etc.

**Correct Process Steps- Consideration of R-4 vs. R-5 Zoning District**

- Developer created the original plat, and it was established as an R-4 zoning district;
- Prior to splitting lots they should have filed a PUD or requested a rezone to R-5.
- R-5:
  - Townhome development would have been addressed correctly in the development agreement;
  - R-5 creates the acceptance of a zero-lot line construction;
  - Construction would have then met the requirements of a townhome construction;
  - R-4 to R-5 would have moved from a single-family residential category to a multi-family residential category.
- R-5 would have rectified:
  - Zero lot lines;
  - 2-hour wall issue;
  - Landscaping;
  - All other conditions would still be present;
  - In addition, R-5 would have allowed more dense construction which would be adverse to the development of this neighborhood.
- Filing the PUD application:
  - Development remains in the R-4 zoning district;
  - Lots would remain non-conforming;
  - Less dense construction is a benefit to the neighborhood.

**Golden Factors:**

- **The character of the neighborhood;**

The City of Kechi and county are rural residential. Bel Aire has housing that is built and utilized for the current zoning R-4 residential duplex design. The senior housing south of the PUD area is a low impact residential multi-family use.

- **The zoning and uses of nearby properties;**

North- Rural residential, Agriculture  
East-R-4 and R-5.  
South-R-4 single family with reduced side yard setbacks,  
West-R-4, Agriculture

- **The suitability of the subject property for the uses to which it has been restricted;**

The City of Bel Aire 2018 Master Growth Plan is in line with the existing and proposed uses.

- **Extent to which removal of the restrictions will detrimentally affect nearby property;**

There are no adverse changes to nearby properties based on the approved City of Bel Aire 2018 Master Growth Plan.

- **Length of time the property has remained vacant as zoned;**

The PUD area was vacant for 16 years- 2008 to 2024.

- **Relative gain to the public health, safety, and welfare by the destruction of the value of petitioner's property as compared to the hardship imposed upon the applicant;**

The City of Bel Aire will gain affordable single-family housing with each family responsible as owners. Ownership adds value to neighborhoods and to the city.

- **Conformance of the requested change to the adopted or recognized Comprehensive (master plan) being utilized by the city.**

The city 2018 Master Growth Plan is in line with the existing and proposed uses.

- **Impact of the proposed development on community facilities.**

City installed a lift station and has prepared for development in this area. The city has required separate water and sewer for each unit. Community facilities are in place with no adverse impact.

- **Opposition or support of neighborhood residents. By itself this factor is not a sufficient reason to approve or deny a request.**

Letter from a property owner in the notification area concerned that construction was going to be very dense. They reviewed the case and were satisfied with the development.



**Recommendations of professional staff:**

Staff recommends the approval of the PUD with the following conditions:

- Original Development Agreement updated with current PUD information; and
- PUD Agreement submitted with PUD-24-03 application be updated as identified in the staff report.

**AGREEMENT  
CONCERNING THE DEVELOPMENT  
OF THE BRISTOL HOLLOWS, AN ADDITION  
TO BEL AIRE, SEDGWICK COUNTY, KANSAS**

**THIS AGREEMENT** is made and entered into by and between 3F2R HOLDINGS, 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 platting by the CITY of a tract of land more fully described below and herein referred to as BRISTOL HOLLOWS ADDITION, an Addition to Bel Aire, Sedgwick County, Kansas (hereinafter, BRISTOL HOLLOWS);

A REPLAT OF LOTS 1-28, BLOCK I, LOTS 41-65,  
BLOCK J, RESERVE H, P, U & Y, CHAPEL LANDING ADDITION  
CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS  
A TRACT IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 26 SOUTH,  
RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS

And,

**WHEREAS**, the CITY is willing to plat said BRISTOL HOLLOWS under certain applicable conditions stated herein.

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

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

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

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

**1. LEGAL DESCRIPTION:** The tract of land herein referred to as BRISTOL HOLLOWS, an Addition to Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

ALL OF LOTS 1 THROUGH 28 IN BLOCK I AND ALL OF LOTS 41 THROUGH 65 IN BLOCK J AND ALL OF RESERVES P, U, AND Y AND A PORTION OF RESERVE H AND THAT PORTION OF PLATTED JOSHUA COURT RIGHT-OF-WAY AND THAT PORTION PLATTED JOSHUA RIGHT-OF-WAY, IN CHAPEL LANDING, A SUBDIVISION IN THE CITY OF BEL AIRE, COUNTY OF SEDGWICK, STATE OF KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING THE NORTHWEST CORNER OF SAID RESERVE U; THENCE ON THE NORTH LINE OF SAID RESERVES U AND THE NORTH LINE OF SAID JOSHUA RIGHT-OF-WAY AND SAID RESERVE P AND SAID JOSHUA RIGHT-OF-WAY AND SAID RESERVE Y, N 89°29'38" E (THIS AND ALL OF THE FOLLOWING BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), SOUTH ZONE 1502) 1002.30 FEET TO THE NORTHEAST CORNER OF SAID RESERVE Y; THENCE ON THE EAST LINE OF SAID RESERVE Y, S 20°30'22" E 664.28 FEET TO THE SOUTHEAST CORNER OF SAID RESERVE Y; THENCE ON THE SOUTH LINE OF SAID RESERVE Y AND THE SOUTH LINE SAID LOT 60 IN BLOCK J AND SAID JOSHUA COURT RIGHT-OF-WAY AND SAID 59 IN BLOCK J, S 63°29'50" W 424.86 FEET; THENCE ON SAID SOUTH LINE OF LOT 59 AND THE SOUTH LINE OF SAID LOT 53 IN BLOCK J AND SAID JOSHUA COURT RIGHT OF WAY AND SAID LOTS 52, 43, 42, AND 41 IN BLOCK J, S 63°20'13" W 832.72 FEET TO THE SOUTHWEST CORNER OF SAID LOT 41; THENCE ON THE WEST LINE OF SAID LOT 41 AND ITS NORTHWESTERLY PROLONGATION, N 31°44'53" W 175.91 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 319.53 FEET, AN ARC LENGTH OF 17.01 FEET, AND BEING SUBTENDED BY A CHORD WHICH BEARS N 33°16'22" W 17.01 FEET; THENCE N 58°15'07" E 27.57 FEET; THENCE N 31°44'53" W 39.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 IN BLOCK I; THENCE ON THE WEST LINE OF SAID LOT 1 AND THE WEST LINE OF SAID LOTS 2, 3, 4, 5, 6, 7, 8, AND 9 IN BLOCK I AND THE WEST LINE OF SAID RESERVE U, N 00°41'21" W 965.20 FEET TO THE POINT OF BEGINNING. CONTAINS 24.19 ACRES MORE OR LESS.

**2. PERMITTED USE:** All lots are zoned R-4, remain controlled by a for-profit development, as a single controlling entity or owner for the approved development as presented, and construction upon such lots shall adhere to the following conditions:

A.

1. Two-family dwelling units (duplexes) as shown on the approved site plan.
2. Accessory structures to contain trash or mowing equipment as approved.
3. Any low density residential use based on the most current city zoning code with the Governing Body approval.

B. Height and Area Regulations for R-4 Developments

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

1. Maximum density per acre – 8 dwelling units
2. Maximum Height:

Residences – two (2) stories, not exceeding thirty-five (35) feet from finished grade

3. Minimum dwelling unit – 1,000 square feet

**3. CONSTRUCTION PERIOD REQUIREMENTS.** In addition to other requirements set forth within this agreement regarding property maintenance, the following requirements shall be met specifically during the period of time during which construction of BRISTOL HOLLOWS is being developed:

All lots covered by this Agreement shall be subject to the CITY'S storm water regulations. The Contractor shall install and the DEVELOPER maintains the storm water protection devises established by the CITY and shown in the construction plans for master drainage / grading plan until such time the devises are no longer needed due to the adequate establishment of ground cover. All lots covered by this agreement shall be kept clean, shall not pond water, shall be mowed to a height not exceeding twelve (12) inches, and shall comply with all applicable laws and regulations pertaining to erosion control.

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

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

Vehicle access to the tract of land herein referred to as the BRISTOL HOLLOWS shall be limited to TWO (2) entry points along 53<sup>RD</sup> STREET as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in BRISTOL HOLLOWS shall be limited to vehicles under 20 tons. Construction traffic shall enter from 53<sup>RD</sup> STREET. DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorist and neighbors. CITY shall maintain one (1) point of access at all times to BRISTOL HOLLOWS during construction or reconstruction of 53<sup>rd</sup> STREET.

**4. DETENTION PONDS.** Any on-site detention ponds will be designed to control two, twenty-five year storm events and one, hundred year storm event. Additionally, the ponds will act as temporary sedimentation basins during construction but are limited to the amount of sediment allowed and DEVELOPER responsible for any dredging required.

Any on-site detention ponds and associated inflow and outflow systems to the property as well as the reserves, and ditches are to be maintained by the DEVELOPER indefinitely unless transferred to a home owner's association or equal resolution approved by the CITY, excluding paving and utilities within dedicated rights of ways as indicated on plat documents. Failure of the DEVELOPER to maintain such areas and property as described shall be grounds for the CITY to enforce this provisions as a nuisance abatement action, at the cost and expense of the DEVELOPER as set forth in K.S.A. 12-1617e.

**5. DRAINAGE.** Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of BRISTOL HOLLOWS must be addressed as part of the platting process. The DEVELOPER shall prepare a storm drainage plan which shall address the various impacts of increased/modified drainage, meet CITY drainage specifications, and be approved by the City Engineer. Prior to approval of said proposed storm drainage plan, the City Engineer may impose modifications upon such proposed plan as Engineer deems necessary to insure the effectiveness of such plan. After approval by the City Engineer of said storm drainage plan, including any necessary modifications, the DEVELOPER shall install, or

cause to be installed, the improvements pursuant to the drainage plan.

The DEVELOPER shall maintain a master drainage plan throughout the development stage for each parcel.

**DRAINAGE PLAN.** The DEVELOPER must provide a maintenance plan within the HOA Covenant document that will provide adequate provisions to protect the master drainage plan. The Maintenance Plan will include but not limited to: how to initiate the maintenance process for the drainage plan, how to inspect, what to inspect, when to inspect, how to correct drainage problems that are discovered, the appropriate records to be maintained and designating the party responsible for maintaining such records. The Developer must inform the HOA of the requirement to maintain such records in writing as part of the HOA Covenants.

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

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

**8. FENCING & SCREENING:** Fencing and screening methods and materials shall blend in with the architectural design of the buildings and to reasonably hide the materials, trash and recycling containers from ground view, and all fencing and screening methods and materials must be pre-approved in writing by the CITY. Black ornamental iron and other similar fencing material may be allowed if such materials blend in with the architectural design elements of the building and adjacent sites. Any plans for outside storage facilities shall comply with the applicable ordinances and zoning regulations of the CITY and be submitted in writing to the CITY for prior approval. No barbed wire is allowed. If any fencing or screening is installed by the DEVELOPER along 53<sup>RD</sup> STREET or other areas during Development, all future maintenance and upkeep shall be performed by the Developer or HOA.

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

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

**11. HOMEOWNERS' ASSOCIATION.** DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, drainage paths, detention ponds and construction areas associated with BRISTOL HOLLOWS. Any land dedicated to or owned by a municipal authority shall be exempt from any and all assessments including those assessed by Homeowners Association Covenants. Land within this plat owned by such a municipal organization exempt from taxation by the laws of the State of Kansas, shall not be subject to any non-taxing authority assessments throughout the duration of such ownership.

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



Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. Upon petitioning by the Developer pursuant to K.S.A. 12-6a(01) and K.S.A. 12-6a26, et seq., the CITY shall perform the engineering design, construction and inspection of water mains, sanitary sewer mains, storm water systems, paving, and park improvements necessary for the platting and development of the tract of land herein referred to as the BRISTOL HOLLOWS, an Addition to Bel Aire, Sedgwick County, Kansas. With the exception of storm sewer systems, all other improvements shall be dedicated to and owned and maintained by the CITY. The storm sewer systems shall be publicly owned but privately maintain by the Homeowner's Association. Said improvements shall be installed on CITY owned property or within public right of ways or easements. The DEVELOPER shall reimburse the CITY for the actual costs of the engineering design, construction, and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the BRISTOL HOLLOWS unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

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

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

**13. LANDSCAPING & SCREENING:** The DEVELOPER shall submit and have approved by the CITY, a "Landscape Plan" that is representative of the landscaping to be provided as each phase of BRISTOL HOLLOWS is developed. The "Landscaping Plan" shall show contours, utilities, size and spread at planting, any type of ground cover, shrubs, and coordinate with the Drainage Plan and Site Plan for the project.

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

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

**15. MAINTENANCE:** DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, irrigation systems including those along 53<sup>RD</sup> STREET right-of-way and construction outside boundaries of BRISTOL HOLLOWS.

**16. PERMITS.** No construction shall commence on any portion of the tract of land herein referred to as BRISTOL HOLLOWES without the DEVELOPER having first obtained the proper building and zoning permits from the CITY.

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

All driveways shall be constructed in compliance with CITY ordinance. Access controls are as shown on the final plat of BRISTOL HOLLOWES.

**18. SANITARY SEWER:** The DEVELOPER shall petition the CITY to perform the engineering design review, construction and inspection of collection lines, not less than (8) inches in diameter, to transport sewage and discharge in the existing main running along the subdivision south to the lift station along Rock Road. Said sewer main shall be dedicated to and owned and maintained by the CITY. Said sewer main shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted by the DEVELOPER or acquired as part of the construction project and dedicated by separate instrument. Each living unit is required to have a separate sewer tap and sewer service line. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances.

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

In general, sidewalks shall be constructed with the outside edge of the sidewalk as close as practical to the property line, subject to the discretion of the engineer designated by the CITY. The Sidewalk along shall be 5 feet wide (4" thick). Sidewalks shall be installed per the sidewalk plan approved by the CITY with curb ramps for road crossings. The costs of constructing sidewalks between driveways will be reimbursed to DEVELOPER by CITY.

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

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

**21. WATER:** The DEVELOPER shall petition the CITY to perform the engineering design, construction and inspection of transmission water lines minimum (8) inches in diameter, to the municipal water supply system of the City of Bel Aire, Kansas. Said water transmission lines shall be dedicated to and owned and maintained by the CITY. Lines shall be designed to loop and not dead-end, "lollipop". Said water transmission lines shall be

installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted to the CITY by the DEVELOPER or acquired as part of the construction project and dedicated by separate instrument. Each living unit is required to have a separate water tap and water line. All water taps and service lines up to the meter shall be installed at the time of the water line construction. All Water User Fees and Hookup Fees are subject to City Ordinances.

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

**23. MISCELLANEOUS:**

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

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

**25. RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER:**

- A. Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of streets, sewer, and water facilities for BRISTOL HOLLOWS or other projects or additions, including excavation, storm sewers and detention ponds, the costs for which shall be spread as special assessments against the addition on a per lot basis for a term not less than twenty (20) years, but not for four (4) years after the completion and acceptance by the city of the public improvements, or until the year 2023, whichever is greater.
- B. The CITY shall be responsible to make a reassessment for any existing special assessments against BRISTOL HOLLOWS on a per lot basis.
- C. The DEVELOPER agrees to assume responsibility to see that all original purchasers of lots in the Addition receive a copy of the Developer's Agreement and the Restrictive Covenants at the time of purchase.
- D. The DEVELOPER agrees to provide the CITY with a copy of the Restrictive Covenants once adopted.



- E. Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in BRISTOL HOLLOWS or any individual or entity who later becomes a DEVELOPER by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of this Development Agreement, and shall be liable for the payment of other costs and expenses payable by DEVELOPER hereunder which are incurred for improvements or facilities located on the lots or which are used or are available for the benefit of the lot or lots owned by the DEVELOPER.
- F. Likewise, each DEVELOPER shall be responsible for the performance or compliance with other obligations or requirements contained herein which may be performed on the lot or lots owned by the DEVELOPER or which the DEVELOPER otherwise has the legal power and authority to perform. In the event any improvements or facilities are constructed on the lots or lot of a DEVELOPER not to serve the needs of that lot or lots, but rather to serve the needs of a lot or lots not owned by the DEVELOPER, the DEVELOPER shall have no liability or responsibility for the costs and expenses incurred in the construction or maintenance of those improvements or facilities.
- G. Finally, in the event improvements or facilities are constructed and maintained to serve lots owned by more than one DEVELOPER or for the use of all DEVELOPERS, the costs and expenses for such construction and maintenance shall be paid by all DEVELOPERS whose lots are served by such improvements and facilities which costs and expenses shall be allocated to those DEVELOPERS whose lots are being served in the proportion that the number of square feet in the lots being served and respectively owned by them bears to the total square feet of all lots being served.

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

**27. 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 6<sup>th</sup> day of March, 2020.

[Signature], DEVELOPER  
BRISTOL HOLLOWS, an addition to Bel Aire,  
Sedgwick County, Kansas

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the 7<sup>th</sup> day of April, 2020 and is hereby executed on this 7<sup>th</sup> day of April, 2020.

SEAL

ATTEST:

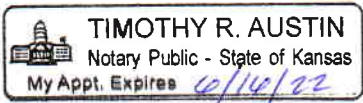


[Signature]  
CITY CLERK, MELISSA KREHBIEL

[Signature]  
MAYOR,

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this 6 day of March, 2020, before me, a Notary Public, came Philip Ruffo, who is known to me and who personally acknowledged execution of the forging Agreement as the Developer of BRISTOL HOLLOWS, an Addition to Bel Aire, Sedgwick County, Kansas.



[Signature]  
NOTARY PUBLIC

My Appointment Expires: June 16, 2022

BE IT KNOWN BY ALL PERSONS that on this 7 day of April, 2020, before me, a Notary Public, came Mr. Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the forgoing Agreement Concerning the Development of the BRISTOL HOLLOWS, an Addition to Bel Aire, Sedgwick County, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. Jim Benage.



[Signature]  
NOTARY PUBLIC

My Appointment Expires: Oct. 25, 2021



# FINAL PLAT OF BRISTOL HOLLOWES

A REPLAT OF LOTS 1-28, BLOCK I, LOTS 41-65, BLOCK J, RESERVE H, P, U & Y,  
CHAPEL LANDING ADDITION, CITY OF BEL AIRE, COUNTY OF SEDGWICK, KANSAS

## MORTGAGE HOLDER

WE, LEGACY BANK, HOLDER OF A MORTGAGE ON THE ABOVE DESCRIBED PROPERTY DO HEREBY CONSENT TO THE PLAT OF BRISTOL HOLLOWES, CITY OF BEL AIRE, COUNTY OF SEDGWICK, KANSAS.

LEGACY BANK

JOHN S. LINES  
VICE-PRESIDENT COMMERCIAL LENDING

## NOTARY CERTIFICATE

STATE OF KANSAS } SS  
COUNTY OF SEDGWICK }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS 24 DAY OF MARCH, 2020 BY PHILIP L. RUFFO, MANAGING MEMBER OF 3F2R HOLDINGS, LLC.

TIMOTHY R. AUSTIN  
Notary Public - State of Kansas  
My Comm. Expires 6-16-26

MY COMMISSION EXPIRES: June 16, 2026

## PLANNING COMMISSION CERTIFICATE

STATE OF KANSAS } SS  
COUNTY OF SEDGWICK }

THIS PLAT OF "BRISTOL HOLLOWES" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BEL AIRE, KANSAS, AND IS HEREBY TRANSMITTED TO THE CITY COUNCIL OF THE CITY OF BEL AIRE, KANSAS, WITH THE RECOMMENDATION THAT SUCH PLAT BE APPROVED AS PROPOSED.

DATED THIS 14th DAY OF November, 2019

James B. Schmidt CHAIRPERSON  
JAMES SCHMIDT

ATTEST: Keith Price SECRETARY  
KEITH PRICE

## GOVERNING BODY CERTIFICATE

STATE OF KANSAS } SS  
COUNTY OF SEDGWICK }

THE DEDICATIONS SHOWN ON THIS PLAT, IF ANY, ARE HEREBY ACCEPTED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS ON the 20th December, 2019.

Jim Benage MAYOR  
JIM BENAGE

ATTEST: Melissa Krehbiel CITY CLERK  
MELISSA KREHBIEL

## TRANSFER RECORD

ENTERED ON TRANSFER RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, COUNTY CLERK  
KELLY B. ARNOLD

## REGISTER OF DEEDS CERTIFICATE

STATE OF KANSAS } SS  
COUNTY OF SEDGWICK }

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE, AT \_\_\_\_\_, M. ON \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, REGISTER OF DEEDS  
TONYA E. BUCKINGHAM

\_\_\_\_\_, DEPUTY  
KENLY ZEHRING

## SURVEYOR'S CERTIFICATION:

I, JASON R. LOADER, DO HEREBY CERTIFY THAT I AM A DULY LICENSED AND REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF KANSAS, WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING; THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY ME OR UNDER MY DIRECT SUPERVISION; THAT ALL SUBDIVISION REGULATIONS OF WICHITA HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT; THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS, AND THAT ALL THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, GIVEN UNDER MY HAND AND SEAL AT JUNCTION CITY, KANSAS, THIS 20 DAY OF MARCH, 2020.

DATE OF SURVEY: SEPTEMBER 18, 2019



JASON R. LOADER  
loader@kveg.com

200 N. EMPORIA, SUITE 100  
WICHITA, KANSAS 67202  
PH. (316) 440-4304 | FAX (316) 440-4309  
wh@kveg.com | www.kveg.com

**KAW VALLEY ENGINEERING**

PROJECT:  
FINAL PLAT OF  
BRISTOL HOLLOWES

PREPARED FOR:  
3F2R HOLDINGS, LLC  
323 N. OAKWOOD DR.  
WICHITA, KS 67208

KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER SURVEYING SERVICES BY KANSAS STATE CERTIFICATE OF AUTHORIZATION NO. LS-20. EXPIRES 12/31/20

## PLAT DESCRIPTION:

ALL OF LOTS 1 THROUGH 28 IN BLOCK I AND ALL OF LOTS 41 THROUGH 65 IN BLOCK J AND ALL OF RESERVES "H", "P", "U", AND "Y", AND A PORTION OF PLATTED JOSHUA COURT RIGHT-OF-WAY, AND A PORTION OF JOSHUA RIGHT-OF-WAY, IN CHAPEL LANDING, BEL AIRE, SEDGWICK COUNTY, STATE OF KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID RESERVE "U"; THENCE ON THE NORTH LINE OF SAID RESERVE "U", THE NORTH LINE OF SAID JOSHUA RIGHT-OF-WAY AND SAID RESERVE "P" AND SAID JOSHUA RIGHT-OF-WAY AND SAID RESERVE "Y", N 89°29'38" E (THIS AND ALL OF THE FOLLOWING BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), SOUTH ZONE 1502) 1002.30 FEET TO THE NORTHEAST CORNER OF SAID RESERVE "Y"; THENCE ON THE EAST LINE OF SAID SAID RESERVE "Y" AND THE NORTH LINE OF SAID RESERVE "U" IN SAID CHAPEL LANDING, THENCE ON SAID NORTH LINE, S 63°29'50" W 424.86 FEET; THENCE CONTINUING ON SAID NORTH LINE, S 63°20'13" W 832.72 FEET TO THE EAST RIGHT-OF-WAY LINE, N 31°44'53" W 175.91 FEET; THENCE CONTINUING ON SAID EAST RIGHT-OF-WAY LINE AND THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 319.53 FEET, AN ARC LENGTH OF 17.01 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS N 33°16'22" W 17.01 FEET; THENCE N 58°15'07" E 27.57 FEET; THENCE N 31°44'53" W 39.00 FEET TO THE SOUTHWEST CORNER OF RESERVE "A", CHAPEL LANDING 3RD AND EAST LINE OF NORTHWEST QUARTER, SECTION 24, TOWNSHIP 26 SOUTH, RANGE 1 EAST; THENCE ON THE EAST LINE OF SAID NORTHWEST QUARTER, N 00°41'21" W 965.20 FEET TO THE POINT OF BEGINNING.

CONTAINS 24.19 ACRES MORE OR LESS.

END OF DESCRIPTION

## GENERAL NOTE:

ANY PLAT OR PART THEREOF OR STREET, ALLEY OR OTHER PUBLIC RESERVATION, INCLUDING, WITHOUT LIMITATION, EASEMENTS, DEDICATIONS, BUILDING SETBACK LINES, AND ACCESS CONTROL, WHETHER ESTABLISHED BY INSTRUMENT, CONDEMNATION OR EARLIER PLATS, SHALL BE VACATED BOTH AS TO USE AND AS TO TITLE WITHOUT ANY FURTHER PROCEEDINGS UPON THE FILING AND RECORDING OF THIS PLAT BY VIRTUE OF K.S.A. 12-512B, AS AMENDED.

## OWNER'S CERTIFICATE AND DEDICATION

STATE OF KANSAS } SS  
COUNTY OF SEDGWICK }

THIS IS TO CERTIFY THAT THE UNDERSIGNED OWNER(S) OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED ON THE ACCOMPANYING PLAT INTO LOTS, BLOCKS, STREETS, ALLEYS, EASEMENTS AND PUBLIC SITES AS DENOTED ON THE PLAT ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC FOR THE LIMITED PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING PUBLIC IMPROVEMENTS AND FRANCHISE UTILITIES WITHIN THE CITY OF BEL AIRE; AND FURTHER THAT THE LAND CONTAINED HEREIN IS HELD AND SHALL BE CONVEYED SUBJECT TO ANY APPLICABLE RESTRICTIONS, RESERVATIONS AND COVENANTS NOW ON FILE OR HEREAFTER FILED IN THE OFFICE OF THE REGISTER OF DEEDS OF SEDGWICK COUNTY, KANSAS.

RESERVE "A" IS HEREBY RESERVED FOR OPEN SPACE, LANDSCAPING, ENTRY MONUMENTS, SIDEWALKS, DRAINAGE PURPOSES, AND UTILITIES AS CONFINED TO EASEMENTS.

RESERVE "B" IS HEREBY RESERVED FOR OPEN SPACE, LANDSCAPING, PLAYGROUNDS, SWIMMING POOLS, UTILITIES AS CONFINED TO EASEMENTS, AND RELATED FACILITIES (INCLUDING PARKING).

NO SIGNS, LIGHT POLES, PRIVATE DRAINAGE SYSTEMS, MASONRY FENCES, MASONRY TRASH ENCLOSURES OR OTHER STRUCTURES SHALL BE LOCATED WITHIN PUBLIC UTILITY EASEMENTS UNLESS A USE OF EASEMENT PERMIT IS OBTAINED FROM THE CITY OF BEL AIRE.

UTILITY EASEMENTS ARE HEREBY GRANTED AS INDICATED FOR THE CONSTRUCTION AND MAINTENANCE OF ALL PUBLIC UTILITIES. UTILITY EASEMENTS ARE HEREBY GRANTED FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY AND SANITARY SEWER LINES.

A DRAINAGE PLAN HAS BEEN DEVELOPED FOR THIS PLAT AND ALL RIGHTS-OF-WAY SHALL REMAIN AT ESTABLISHED GRADES, OR AS MODIFIED WITH THE APPROVAL OF THE CITY ENGINEER AND UNOBSTRUCTED TO ALLOW FOR THE CONVEYANCE OF STORMWATER.

ANY LAND DEDICATED TO OR OWNED BY A MUNICIPAL AUTHORITY SHALL BE EXEMPT FROM ANY AND ALL ASSESSMENTS INCLUDING THOSE ASSESSED BY HOMEOWNERS ASSOCIATIONS COVENANTS. LAND WITHIN THIS PLAT OWNED BY SUCH A MUNICIPAL ORGANIZATION, EXEMPT FROM TAXATION BY THE LAWS OF THE STATE OF KANSAS, SHALL NOT BE SUBJECT TO ANY NON-TAXING AUTHORITY ASSESSMENTS THROUGHOUT THE DURATION OF SUCH OWNERSHIP.

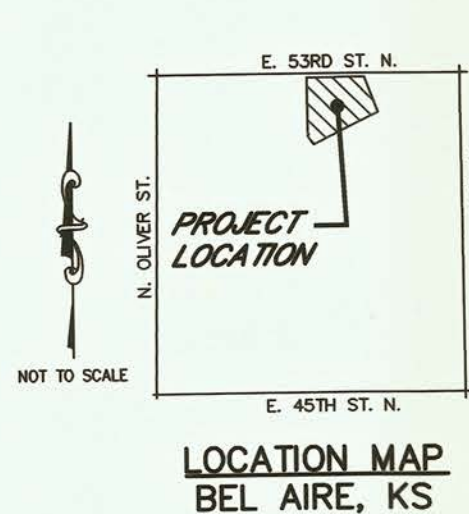
3F2R HOLDINGS, LLC

PHILIP L. RUFFO  
MANAGING MEMBER

NE COR. NE 1/4  
SEC. 24, T26S, R1E  
5/8" REBAR W/ILLEGIBLE  
CAP, ORIGIN UNCERTAIN  
ACCEPTED BY LS-0971  
BAUGHMAN COMPANY P.A.  
DATED DEC. 29, 2011  
FROM COUNTY REF. TIES

SET KVE MONUMENTS AT 5' OFFSET  
WEST & SOUTHEAST ONLINE FROM  
PROPERTY CORNER DUE TO MANHOLE

0 40 80 160  
SCALE: 1" = 80'



## LEGEND

- △ SECTION CORNER FOUND, ORIGIN UNKNOWN
- 1/2" REBAR W/BAUGHMAN CLS 58 CAP FOUND
- 1/2" X 24" REBAR W/KVE CLS 20 CAP SET UNLESS OTHERWISE NOTED
- (P) PLATTED - BEARING & DISTANCE (PER CHAPEL LANDING PC204 3C)
- (M) MEASURED - BEARING & DISTANCE
- LINE NOT DRAWN TO SCALE
- BM BENCHMARK

CURVE TABLE						
CURVE	CHORD BEARING	CHORD LENGTH	TANGENT	RADIUS	DELTA	
C1	S 58°34'56" E	118.83'	141.91'	112.36'	70.00'	116°09'09"
C2	N 26°46'50" E	119.14'	127.62'	74.16'	100.00'	73°07'18"
C3	S 5°08'35" E	16.17'	16.19'	8.11'	100.00'	91°16'27"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 1°25'14" W	20.00'
L2	N 0°42'57" W	20.00'
L3	S 65°28'03" E	13.76'
L4	S 65°28'03" E	57.75'

## DATUM BENCHMARK:

DATUM IS U.S. SURVEY FEET AND REFER TO NAVD 88 DATUM DERIVED FROM THE WICHITA RTM 3.0 GNSS NETWORK ORTHOMETRIC HEIGHT WAS CALCULATED USING THE GEOID 12B MODEL.

## BENCHMARK (NAVD 88 DATUM):

BM #60 CHISELED "4" CUT ON HEADWALL OF RCBC, 1075±' EAST OF NW CORNER SEC. 24, T26S, R1E  
ELEV.=1394.32

BM #61 CHISELED "X" CUT ON NORTHEAST CORNER TRANSFORMER PAD AT NORTHEAST CORNER OF SITE.  
ELEV.=1398.85

POINT OF COMMENCEMENT  
NW COR. NE 1/4  
SEC. 24, T26S, R1E  
4"X4" STONE, ORIGIN UNCERTAIN  
ACCEPTED BY LS-1395  
SCHWAB-EATON P.A.  
DATED OCT. 20, 2005  
FROM COUNTY REF. TIES

POINT OF BEGINNING  
NORTHWEST COR., RESERVE U,  
CHAPEL LANDING

BLOCK "A"  
CHAPEL LANDING 3RD

N 31°44'53" W 39.00'(M)  
N 58°15'07" E 27.57'(M)  
L=17.01'(C)  
R=319.53'(C)  
CB=N 33°16'22" W(M)  
CD=17.01'(M)

CL HIGHLAND STREET  
(66' PUBLIC R/W)

N 31°44'53" W 175.91'(M)

ENBRIDGE PIPELINE (KPC) AMENDMENT OF R/W  
(DOC.#/FLM-PG: 28860055)  
CONOCO PHILLIPS AMENDMENT OF R/W  
(DOC.#/FLM-PG: 28863860)

BASIS OF BEARINGS:  
THE BASIS OF BEARINGS FOR THIS SURVEY IS AN ASSUMED BEARING OF  
N 89°29'38" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24.



City of Bel Aire

STAFF REPORT

DATE: 09/06/2024

TO: Bel Aire Planning Commission  
FROM: Keith Price  
RE: Agenda

STAFF COMMUNICATION	
FOR MEETING OF	9/12/24
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

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**PUD-24-03.** Proposed a Final PUD containing approved duplexes to be converted townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built.

The city placed an ad in the Ark Valley Newspaper as required by the city code. The affidavit of publication is in the packet. The PUD process required notification of surrounding property owners.  
City staff met with the applicants to finalize what was important for the process.  
The city review of the plat is in your packet. The newest revision will be posted.

**History**

The property has been zoned R-4 since 2008 and replatted in 2020. The R-4 zoning district has a 10’ side yard set back requirement. The old Chapel Land plat would have allowed a 6’ side yard with conditions.

The discovery of lot splits outside of the city process changed how a single structure defined in the city building code could be divided into two single structures. The agreements and understand of use were changed. The zoning code and building code issues created within the Bel Aire is not a new problem in the region for other jurisdictions.

**Discussion**

The city will be working on lot split code changes and updating building codes; that doesn’t imply this type method could be used city wide by dividing lots and selling each as a separate buildings as viewed currently with a lesser construction method. The intent is to provide a sustainable neighborhood with conditions in place to maintain property values.

- **The character of the neighborhood;**

The Kechi and county are rural residential, Bel Aire has housing that is built and utilized for the current zoning R-4 residential duplex design. The senior housing south is a low impact residential multi-family use.

- **The zoning and uses of nearby properties;**

North- Rural residential, Agriculture  
East-R-4 and R-5.  
South-R-4 single family with reduced side yard setbacks,  
West-R-4, Agriculture

- **The suitability of the subject property for the uses to which it has been restricted;**  
The city 2018 Master Growth Plan is in line with the existing and proposed uses.

- **The extent to which removal of the restrictions will detrimentally affect nearby property;**

No adverse changes based on the approved 2018 Master Growth Plan.

- **The length of time the property has been vacant as zoned;**

2008 to 2024, 16 years.

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

Affordable single-family housing with each family responsible as owners is the gain. Housing is Bel Aire's crop that increases land value for every viable sustainable property.

- **Recommendations of permanent staff; and**

The proposed PUD Under number 5 of the proposed PUD submittal the information should be changed to state ...accordance with said Planned Unit Development to a duplex building standard as an exception to all applicable building standards adopted by the city of Bel Aire. The landscape requirement should be divided equally between the two new lots.

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

The city 2018 Master Growth Plan is in line with the existing and proposed uses.

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

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*PUD-24-03*

### 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.

- 
- |  |  |
|--|--|
| <input type="checkbox"/> Change Zoning Districts: From: _____ to _____ |  |
| <input type="checkbox"/> Amendments to Change Zoning Districts _____   |  |
| <input type="checkbox"/> Preliminary PUD _____                         | <input type="checkbox"/> Preliminary PUD with plat/ zoning |
| <input checked="" type="checkbox"/> Final PUD                          | <input type="checkbox"/> Final PUD with plat/ zoning       |

### 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 Double Down Developers LLC (Phil Ruffo)

Address 13201 E. Pawnee, Wichita KS Telephone 316-734-4152

Agent representing the owner Garver LLC (Kenneth Lee)

Address 1995 Midfield Rd, Wichita KS Telephone 316-258-3190

1. The application area is legally described as Lot(s) Lots 1-19, Block A and Lots 1-21, Block B  
Bristol Hollows Addition, Bel Aire, Kansas. If appropriate, a metes and  
 bounds description may be attached.

2. The application area contains 13.1 acres.

3. This property is located at (address) 5600 E. Bristol Street which is generally  
 located at (relation to nearest streets) 53rd Street North and Bristol Street.

4. County control number: 30013776-30013794, 30026337-30026341  
30013807-30013827, 30027474-30027483  
30026342-30026351

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

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

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

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


1. Applicant Double Down Developers LLC (Phil Ruffo) Phone 316-734-4152  
Address 13201 E. Pawnee, Wichita KS Zip Code 67230

Agent Garver LLC (Kenneth Lee) Phone 316-258-3190  
Address 1995 Midfield Rd, Wichita KS Zip Code 67209

2. Applicant \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Agent \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Zip Code \_\_\_\_\_

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

 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.



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



## FINAL PUD REVIEW

Address of proposed project: Bristol Hollows Addition PUD-24-03


This report is to document that on 8.30.24 the Zoning Administrator from the City of Bel Aire evaluated the above property plan for compliance of zoning and building requirements:

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

The review of the above property plan has been:

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

DATE 8/30/24

Keith Price  
REVIEWED BY 

### Comments:

Lot splits were completed prior to city approval and filed with the county. City staff has met with stakeholders. Final draft comments below:

- No utility companies were notified, the Townhouse ownership Act can solve any cross-lot concerns to protect property rights.
- The landscape concern is each single-family dwelling is 3 trees interior, two-family is 4 trees interior. Street trees no less than 1 per lot, corner lot no less than 2. The net increase of required trees is based on number of lots created. No increase of corner lots but it shifts the burden.
- Zoning code 18.1.4 indicates that the city building code item- R302, and Table 302.1(1) that still relates to the rating of the wall from both sides. Under number 5 of the proposed PUD submittal the information should be changed to state ...accordance with said Planned Unit Development to a duplex building standard as an exception to all applicable building standards adopted by the city of Bel Aire.
- <http://www.belaireks.citycode.net/> is the link to find the requirements for platting and zoning.



**PLANNED UNIT DEVELOPMENT AGREEMENT  
CONCERNING THE DEVELOPMENT  
OF BRISTOL HOLLOWES ADDITION  
TO THE CITY OF BEL AIRE, KANSAS**

THIS AGREEMENT is made and entered into by and between Double Down Developers, 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 BRISTOL HOLLOWES 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 the need to establish a zoning change to a Planned Unit Development in the City. The intent of this PUD is to permit a new approach to providing increased development flexibility in a manner otherwise constrained by the traditional development standards of the Zoning Code and Subdivision Regulations. This PUD is specifically designed for the final plat on a tract of land more fully described below and herein referred to as the BRISTOL HOLLOWES ADDITION PUD project to the City of Bel Aire, Kansas.

**BRISTOL HOLLOWES ADDITION PUD PROJECT LEGAL DESCRIPTION.** The tract of land herein referred to as BRISTOL HOLLOWES ADDITION PUD project to the City of Bel Aire, Kansas has the following legal description, to-wit:

Legal description:

Lots 1 through 19, Block A, and Lots 1 through 21, Block B, Bristol Hollows Addition, Bel Aire, Sedgwick County, Kansas.

**PERMITTED USE.**

The Bristol Hollows Addition to the City of Bel Aire, Kansas shall have the uses permitted in the "R-4" Single Family Residential District, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

"R-4" Single Family:

- Single-Family
- Two-Family

1. Lot splits are permitted for all lots within this PUD. Applications for lot splits shall be submitted to the City of Bel Aire for approval.
2. Lot splits shall be recorded with the Sedgwick County Register of Deeds office to establish a new zoning lot upon the approval of the lot split by the City of Bel Aire.
3. Lot splits recorded with the Sedgwick County Register of Deeds office prior to this agreement shall be considered as approved by the City of Bel Aire.
3. The respread of special assessment taxes shall be divided 50% of aggregate to each new lot created within the lot split.
4. The property development standards of the "R-4" Single-Family Residential Zoning district shall apply to lots 1 through 19, Block A, and lots 1 through 21, Block 4 with the following exceptions:
  - a. There shall be no required interior side yard setbacks, provided units on the divided lots share a common wall.
  - b. Divided lots, as permitted by provision 1, shall have a minimum lot area of 4,000 square feet.
  - c. Divided lots, as permitted by provision 1, shall maintain a minimum lot width of 25' as measured along the front building setback line.
  - d. All dwellings shall be built to all applicable building standards adopted by the City of Bel Aire.
5. All construction of dwellings constructed prior to the approval of this Planned Unit Development shall be considered in accordance with said Planned Unit Development and all applicable building standards adopted by the City of Bel Aire.
6. Homes on lots that are split will be considered townhouses as defined in the Townhouse Ownership Act outlined in Chapter 58 Article 37 of the Kansas State Statutes. All applicable sections of the act will apply to all lots that are split within this PUD.

**OBJECTIVE.** A specific objective 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 Bristol Hollows 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.

**INFRASTRUCTURE INSTALLATION.** Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, streetlights, cable and telephone service shall be installed underground. The Developer shall be responsible for the costs of engineering design,

construction and inspection of all private utility improvements (electricity, communications, telecommunications and gas) necessary for the platting and development of the tract of land herein referred to as the Bristol Hollows Addition in accordance with the utility extension requirements of each private utility company. Utility improvements shall be installed on city owned property or within public right of ways or easements. The expense of all such utility and sewer service within the property shall be borne by the Developer.

The Developer shall dedicate necessary public easements for all private and public utility improvements necessary for the platting and development of the tract of land herein referred to as the Bristol Hollows Addition to the City of Bel Aire, Kansas. Said improvements include storm water system, water distribution system, sanitary sewer lines, driveways and utilities.

The Developer shall pay one hundred percent (100%) of the cost of the improvements. The Developer shall indemnify and hold harmless the City from any liability from damages that may occur during construction.

**DRAINAGE.** The ultimate effect of increased drainage from platted property on surrounding property must be addressed as part of the platting process. The Developer shall prepare a storm drainage plan that shall address the effect of increased drainage, meet City specifications and be approved by the City Engineer. As part of the drainage plan, a final grading plan showing all drainage inlets and a storm sewer plan including placement of inlets, pipes and manholes, shall be submitted and approved by the City prior to any issuance of permits. Street, curb, lot corner and pad elevations shall be submitted for review and approval by the City prior to any demolition, site development, construction or permits obtained. All Storm water outfall lines shall be placed within utility easements dedicated to the City. After approval by the City Engineer of said storm drainage plan, with any necessary modifications, the Developer shall install, or cause to be installed, the improvements pursuant to the drainage plan.

**SANITARY SEWER.** The City will provide access to the property line for public sanitary sewer in the utility easements provided with the plat per the approved City Engineer's drawings on file for Bristol Hollows Addition. Each unit or tenant space must have separate sanitary sewer hookups installed to City standards. The Developer shall pay all Sanitary Sewer User Fees and Hook Up Fees.

**WATER.** The City will provide access to the property line for public water in the right-of-way located along 53<sup>rd</sup> St N. per the approved City Engineer's drawings on file for Bristol Hollows Addition. Each unit or tenant space must have separate metered water supply installed to City standards. The Developer shall pay all Water User Fees and Hook Up Fees.

All fire hydrant locations must be identified on a plan & approved by the Sedgwick County Fire Department according to its standards. Developer is responsible to meet all Sedgwick County Fire Codes & Standards and installation by the Developer shall be to City standards.

**SIGNAGE.** All signage shall comply with the applicable ordinances and zoning regulations of the City and be submitted in writing to the City for approval. Each site shall be allowed one

six-foot wide monument type entry sign, not exceeding 6 feet in height. Any future signage must be approved by the City Manager.

**PERMITS.** No construction shall commence on any portion of the tract of land herein referred to Bristol Hollows Addition PUD project to the City of Bel Aire, Kansas without the Developer, or its designated builder, having first obtained the proper building and zoning permits from the City.

The development of Bristol Hollows Addition project to the City of Bel Aire, Kansas shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the City, shall constitute a violation of the building permit authorizing construction of the proposed development. The final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted and approved in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the City.

Any and all costs including permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the Developer.

**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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS AGREEMENT is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

DEVELOPER:

Double Down Developers LLC

By \_\_\_\_\_  
Philip J. Ruffo, Managing Member

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ and is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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

SEAL

ATTEST:

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

August 15, 2024

## ACKNOWLEDGEMENTS

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        ) ss:

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, a Notary Public, came Philip J. Ruffo, as Managing Member of Double Down Developers, LLC, a Kansas limited liability company, DEVELOPER, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the BRISTOL HOLLOWES ADDITION PUD to the City of Bel Aire, Kansas.

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

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

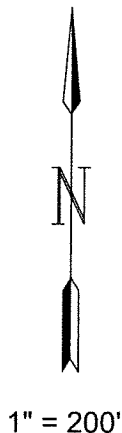
STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        ) ss:

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, a Notary Public, came Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the foregoing Agreement Concerning the Development of BRISTOL HOLLOWES ADDITION PUD to the City of Bel Aire, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas, and who personally acknowledged attesting the signature of said Jim Benage.

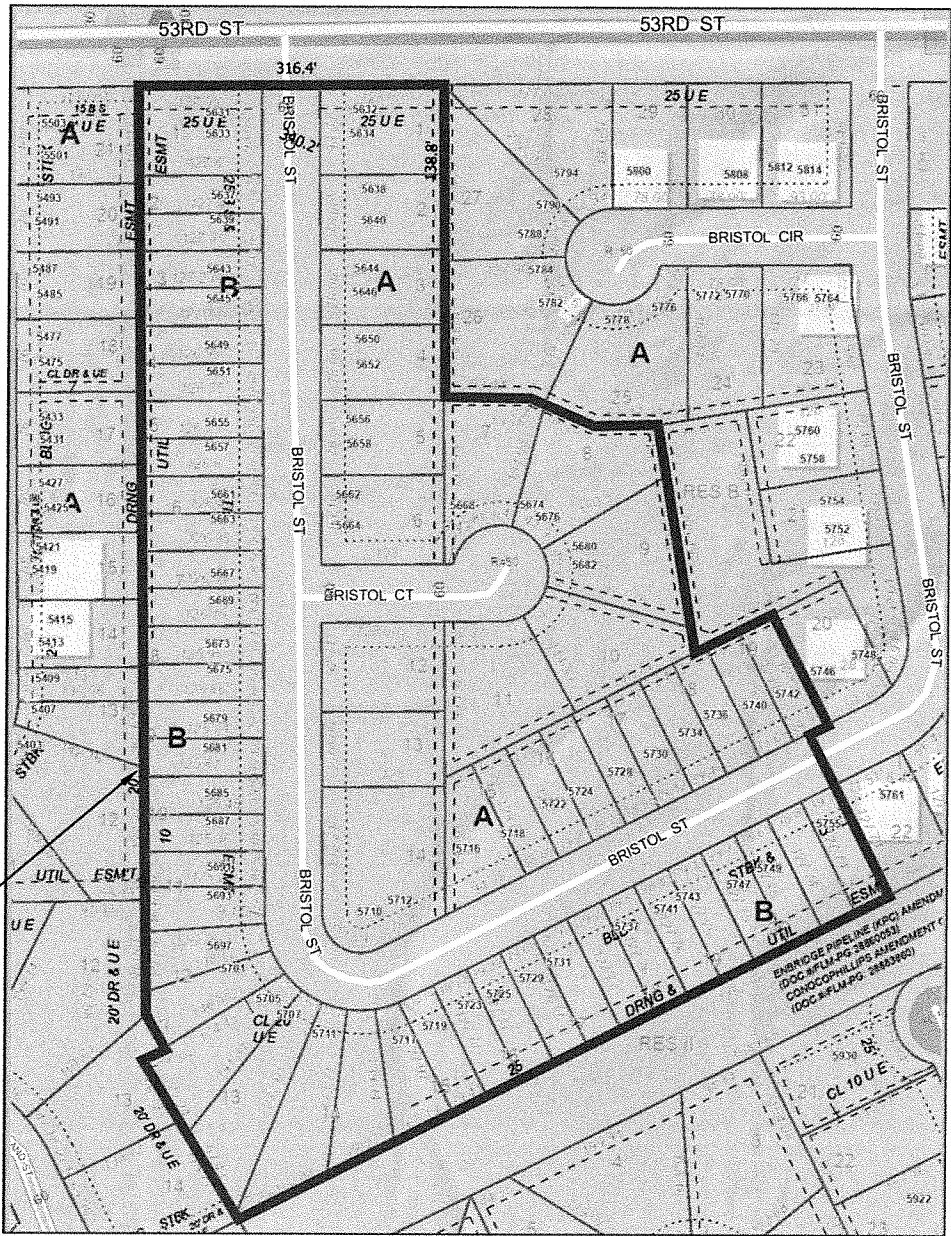
\_\_\_\_\_  
NOTARY PUBLIC

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

BRISTOL HOLLOWES ADDITION PUD



Proposed  
PUD Area



PUD LEGAL DESCRIPTION

Lots 1-19, Block A  
Lots 1-21, Block B  
Bristol Hollowes, City of Bel Aire,  
Sedgwick County, Kansas

PUD INFORMATION

Gross Area of PUD: 13.1 Acres  
Total Number of Lots: 40  
Total Number of Dwelling Units: 80  
Predominant Lot Width: 78 feet  
Minimum Lot Width: 25 feet (measured at setback)  
Predominant Lot Area: 9,980 sf  
Minimum Lot Area: 4,000 sf

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## OWNERSHIP LIST

PROPERTY DESCRIPTION		PROPERTY OWNER
<p>Lots 1 thru 14 inclusive, Blk A AND Lot 15, Blk A, EXC that part begin at SW corner; th. N 142.61'; th. NEly 31.20'; th. SEly 128.01'; th. SWly 94.05' to begin AND That part of Lot 15, Blk A, begin at SW corner; th. N 142.61'; th. NEly 31.20'; th. SEly 128.01'; th. SWly 94.05' to begin AND Lot 16, Blk A, EXC that part begin at SW corner; th. NWly 128.01'; th. NEly 39.29'; th. SEly 128.01'; th. SWly 39.29' to begin AND That part of Lot 16, Blk A, begin at SW corner; th. NWly 128.01'; th. NEly 39.29'; th. SEly 128.01'; th. SWly 39.29' to begin AND Lot 17, Blk A, EXC that part begin at SW corner; th. NWly 128.01'; th. NEly 38.58'; th. SEly 128.01'; th. SWly 38.58' to begin AND That part of Lot 17, Blk A, begin at SW corner; th. NWly 128.01'; th. NEly 38.58'; th. SEly 128.01'; th. SWly 38.58' to begin AND Lot 18, Blk A, EXC that part begin at SW corner; th. NWly 128.01'; th. NEly 39.46'; th. SEly 128.01'; th. SWly 39.46' to begin AND That part of Lot 18, Blk A, begin at SW corner; th. NWly 128.01'; th. NEly 39.46'; th. SEly 128.01'; th. SWly 39.46' to begin <b>Part of Subject Property</b></p>	<p>Bristol Hollows Addition</p>	<p>Double Down Developers, LLC 13201 E. Pawnee Rd. Wichita, KS 67230</p>





<p>Lot 19, Blk A, EXC that part begin at SW corner; th. NWly 128.01'; th. NEly 38.65'; th. SEly 128.01'; th. SWly 38.65' to begin AND That part of Lot 19, Blk A, begin at SW corner; th. NWly 128.01'; th. NEly 38.65'; th. SEly 128.01'; th. SWly 38.65' to begin AND Lot 1, Blk B AND Lot 2, Blk B, EXC that part begin at NE cor; th. W 127.60'; th. S 39.35'; th. E 127.48'; th. N 39.35' to begin AND That part of Lot 2, Blk B, begin at NE cor; th. W 127.60'; th. S 39.35'; th. E 127.48'; th. N 39.35' to begin AND Lot 3, Blk B, EXC that part begin at NE cor; th. W 127.35'; th. S 38.48'; th. E 127.23'; th. N 38.48' to begin AND That part of Lot 3, Blk B, begin at NE cor; th. W 127.35'; th. S 38.48'; th. E 127.23'; th. N 38.48' to begin AND Lot 4, Blk B, EXC that part begin at NE cor; th. W 127.10'; th. S 39.33'; th. E 126.98'; th. N 39.33' to begin AND That part of Lot 4, Blk B, begin at NE cor; th. W 127.10'; th. S 39.33'; th. E 126.98'; th. N 39.33' to begin AND Lot 5, Blk B, EXC that part begin at NE cor; th. W 126.85'; th. S 38.63'; th. E 126.73'; th. N 38.63' to begin AND That part of Lot 5, Blk B, begin at NE cor; th. W 126.85'; th. S 38.63'; th. E 126.73'; th. N 38.63' to begin <b>Part of Subject Property</b></p>	<p>“</p>	<p>Double Down Developers, LLC 13201 E. Pawnee Rd. Wichita, KS 67230</p>
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<p>Lot 6, Blk B, EXC that part begin at NE cor; th. W 126.60'; th. S 39.18'; th. E 126.48'; th. N 39.18' to begin AND That part of Lot 6, Blk B, begin at NE cor; th. W 126.60'; th. S 39.18'; th. E 126.48'; th. N 39.18' to begin AND Lot 7, Blk B, EXC that part begin at NE cor; th. W 126.35'; th. S 38.56'; th. E 126.23'; th. N 38.56' to begin AND That part of Lot 7, Blk B, begin at NE cor; th. W 126.35'; th. S 38.56'; th. E 126.23'; th. N 38.56' to begin AND Lot 8, Blk B, EXC that part begin at NE cor; th. W 126.10'; th. S 39.42'; th. E 125.98'; th. N 39.42' to begin AND That part of Lot 8, Blk B, begin at NE cor; th. W 126.10'; th. S 39.42'; th. E 125.98'; th. N 39.42' to begin AND Lot 9, Blk B, EXC that part begin at NE cor; th. W 125.86'; th. S 38.58'; th. E 125.74'; th. N 38.58' to begin AND That part of Lot 9, Blk B, begin at NE cor; th. W 125.86'; th. S 38.58'; th. E 125.74'; th. N 38.58' to begin AND Lot 10, Blk B, EXC that part begin at NE cor; th. W 125.61'; th. S 39.50'; th. E 125.48'; th. N 39.50' to begin AND That part of Lot 10, Blk B, begin at NE cor; th. W 125.61'; th. S 39.50'; th. E 125.48'; th. N 39.50' to begin <b>Part of Subject Property</b></p>	<p>"</p>	<p>Double Down Developers, LLC 13201 E. Pawnee Rd. Wichita, KS 67230</p>
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<p>Lot 11, Blk B, EXC that part begin at NE cor; th. W 125.36'; th. S 36.51'; th. E 125.24'; th. N 36.51' to begin AND That part of Lot 11, Blk B, begin at NE cor; th. W 125.36'; th. S 36.51'; th. E 125.24'; th. N 36.51' to begin AND Lot 12, Blk B, EXC that part begin at NE cor; th. W 125.76'; th. S 62.58'; th. NEly 138.72'; th. Nly along curve to right 28.66' to begin AND That part of Lot 12, Blk B, begin at NE cor; th. W 125.76'; th. S 62.58'; th. NEly 138.72'; th. Nly alg curve to right 28.66' to begin AND Lot 14, Blk B, EXC that part begin at NW cor; th. SWly 237.61'; th. SEly 6.24'; th. NEly 102.41'; th. Nly 173.71'; th. W alg curve to right 27.45' to begin AND That part of Lot 14, Blk B, begin at NW cor; th. SWly 237.61'; th. SEly 6.24'; th. NEly 102.41'; th. Nly 173.71'; th. W alg curve to right 27.45' to begin AND Lot 15, Blk B, EXC that part begin at NW cor; th. Sly 139.34'; th. NEly 68.19'; th. NWly 127.92'; th. Wly alg curve to right 25.34' to begin AND That part of Lot 15, Blk B, begin at NW cor; th. Sly 139.34'; th. NEly 68.19'; th. NWly 127.92'; th. Wly alg curve to right 25.34' to begin <b>Part of Subject Property</b></p>	<p>“</p>	<p>Double Down Developers, LLC 13201 E. Pawnee Rd. Wichita, KS 67230</p>
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<p>Lot 16, Blk B, EXC that part begin at NW cor; th. SEly 127.77'; th. NEly 38.78'; th. NWly 127.77'; th. SWly 38.78' to begin AND That part of Lot 16, Blk B, begin at NW cor; th. SEly 127.77'; th. NEly 38.78'; th. NWly 127.77'; th. SWly 38.78' to begin AND Lot 17, Blk B, EXC that part begin at NW cor; th. SEly 127.77'; th. NEly 39.08'; th. NWly 127.77'; th. SWly 39.08' to begin AND Lot 18, Blk B, EXC that part begin at NW cor; th. SEly 127.76'; th. NEly 39.20'; th. NWly 127.76'; th. SWly 39.20' to begin AND That part of Lot 18, Blk B, begin at NW cor; th. SEly 127.76'; th. NEly 39.20'; th. NWly 127.76'; th. SWly 39.20' to begin AND Lot 19, Blk B, EXC that part begin at NW cor; th. SEly 127.76'; th. NEly 38.89'; th. NWly 127.75'; th. SWly 38.89' to begin AND That part of Lot 19, Blk B, begin at NW cor; th. SEly 127.76'; th. NEly 38.89'; th. NWly 127.75'; th. SWly 38.89' to begin AND Lot 20, Blk B, EXC that part begin at NW cor; th. SEly 127.75'; th. NEly 39.31'; th. NWly 127.75'; th. SWly 39.31' to begin AND That part of Lot 20, Blk B, begin at NW cor; th. SEly 127.75'; th. NEly 39.31'; th. NWly 127.75'; th. SWly 39.31' to begin <b>Part of Subject Property</b></p>	"	<p>Double Down Developers, LLC 13201 E. Pawnee Rd. Wichita, KS 67230</p>
<p>That part of Lot 17, Blk B, begin at NW cor; th. SEly 127.77'; th. NEly 39.08'; th. NWly 127.77'; th. SWly 39.08' to begin <b>Part of Subject Property</b></p>	"	<p>Alexandria Rose Meyer 5729 E. Bristol St. Wichita, KS 67220</p>



Lot 21, Blk B, EXC that part begin at NW cor; th. SEly 127.74'; th. NEly 38.80'; th. NWly 127.74'; th. SWly 38.80' to begin AND That part of Lot 21, Blk B, begin at NW cor; th. SEly 127.74'; th. NEly 38.80'; th. NWly 127.74'; th. SWly 38.80' to begin <b>Part of Subject Property</b>	"	Double Down Developers, LLC 13201 E. Pawnee Rd. Wichita, KS 67230
Lot 13, Blk B, EXC that part begin at N-most cor; th. SWly 174.45'; th. SEly alg curve to right 17.01'; th. SEly alg SWly line 72.24'; th. NEly 191.31'; th. NWly alg curve to right 25.07' to begin AND Lot 13, Blk B, begin at N-most cor; th. SWly 174.45'; th. SEly alg curve to right 17.01'; th. SEly alg SWly line 72.24'; th. NEly 191.31'; th. NWly alg curve to right 25.07' to begin <b>Part of Subject Property</b>	"	Logan Caldarera & Ciera Lampe 12828 E. Timber Lake Rd. Wichita, KS 67230
Lots 20 thru 29 inclusive, Blk A AND Lots 23 thru 26 inclusive, Blk B	"	NexPoint SFR SPE 3, LLC 8615 Cliff Cameron Dr., Ste. 200 Charlotte, NC 28269
Lot 22, Blk B	"	NexPoint SFR SPE 1, LLC 8615 Cliff Cameron Dr., Ste. 200 Charlotte, NC 28269
Reserve B	"	3F2R Holdings, LLC 323 N. Oakwood Dr. Wichita, KS 67208
Lot 20, Blk J	Chapel Landing Addition	Lynn & Jeanette A. Parker 5934 Forbes Ct. Wichita, KS 67220
Lot 21, Blk J	"	April Michaelis 5930 Forbes Ct. Wichita, KS 67220
Lot 22, Blk J	"	Chapel Landing Development, Inc. 3530 N. Beach Club Cir. Wichita, KS 67205



Reserve HH AND Reserve II	“	Woodlawn 53, LLC 3530 N. Beach Club Cir. Wichita, KS 67205
Lot 11, Blk A, EXC that part begin at SE cor; th. W 81.75'; th. NWly 142.29'; th. NEly 24.57'; th. SEly 180.6' to begin	Chapel Landing 3rd Addition	Laura R. Stevenson Revocable Trust 5393 N. Nolen St. Wichita, KS 67220
That part of Lot 11, Blk A, begin at SE cor; th. W 81.75'; th. NWly 142.29'; th. NEly 24.57'; th. SEly 180.6' to begin AND Lot 12, Blk A	“	Neighbor Realty, LLC 13008 E. Churchill St. Wichita, KS 67230
Lot 13, Blk A, EXC that part begin at SE cor; th. NWly 142.16' to curve; th. NEly alg curve 23.94'; th. E 130.06' to E line of said Lot 13; th. S 69.38' to begin	“	Erik M. Swenson (Prior–Corbin Hamilton) 5409 N. Colburn Ct. E. Bel Aire, KS 67220
That part of Lot 13, Blk A, begin at SE cor; th. NWly 142.16' to curve; th. NEly alg curve 23.94'; th. E 130.06' to E line of said Lot 13; th. S 69.38' to begin	“	Corbin Hamilton 1018 N. Wisteria Dr. Derby, KS 67037
Lots 14 thru 19 inclusive, Blk A	“	Buckert Contracting, Inc. PO Box 780405 Wichita, KS 67278
Lot 20, Blk A	“	Diony Paillant 5493 N. Colburn Ct. E. Bel Aire, KS 67220
Lot 21, Blk A	“	Chan Nghi Tu & Lang T. Le 2028 S. Michelle St. Wichita, KS 67207
Lot 22, Blk A	“	Supreme Construction, LLC 13303 W. Maple, Ste. 139 Wichita, KS 67235

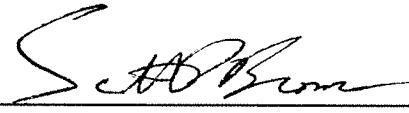


Lot 35, Blk A	"	Northwind Real Estate Holdings, LLC 4050 N. Stone Barn St. Maize, KS 67101
Lots 36 thru 40 inclus, Blk A	"	JP Rentals, Inc. PO Box 399 Maize, KS 67101
Reserve C	"	53rd & Oliver, LLC PO Box 75337 Wichita, KS 67275
Lots 3, 4, & 5, Blk A AND Lots 10 thru 14 inclusive, Blk A	Chapel Landing 5th Addition	Woodlawn 53, LLC 3530 N. Beach Club Cir. Wichita, KS 67205
Lots 11 thru 16 inclusive, Blk A	Chapel Landing 6th Addition	TW Renovations, LLC 1815 S. Southwest Blvd. Wichita, KS 67213
The E/2 of the SW/4, 13-26-1E		Kirby Kay Smith Family Trust 5650 E. 53rd St. N. Kechi, KS 67067
The SW/4 of the SE/4, EXC the S 440' of the E 495' thereof; & EXC comm 1,230' N of SW corner of SE/4 for p.o.b.; th. N 90'; th. E 475'; th. S 90'; th. W 475' to begin, 13-26-1E		Teresa McNeil & Brian McNeil PO Box 39 Kechi, KS 67067
The S 440' of the E 495' of the W/2 of the SE/4, 13-26-1E		McNeil Properties, LLC PO Box 39 Kechi, KS 67067



We hereby certify the foregoing to be a true and correct list of the property owners of the herein before described tracts and lots as shown by the last deed of record filed in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 30th day of July, 2024, at 7:00 A.M.

SECURITY 1<sup>ST</sup> TITLE

By:   
LICENSED ABSTRACTER

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

**Lots 1 through 19 inclusive, Block A; and Lots 1 through 21 inclusive, Block B, all in Bristol Hollows Addition, City of Bel Aire, Sedgwick County, Kansas.**

Order: 3089829  
KJK



(Published at [www.belaireks.gov](http://www.belaireks.gov) on October, \_\_\_\_\_, 2024.)

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

**AN ORDINANCE APPROVING THE RECOMMENDATION OF THE BEL AIRE PLANNING COMMISSION RECOMMENDING CHANGING THE ZONING DISTRICTS OF CERTAIN LANDS LOCATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF BEL AIRE, KANSAS UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY.**

WHEREAS, the Governing Body of the City of Bel Aire, Kansas (the “City”) has received a recommendation from the Bel Aire Planning Commission for Case No. PUD-24-03; and

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held for Case No. PUD-24-03 on September 12, 2024, all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

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

SECTION 1. The Governing Body adopts the recommendation of the Bel Aire Planning Commission and approves the zone change request from R-4 Single-Family Residential District to a Final PUD Planned Unit Development (Bristol Hollows PUD) containing approved duplexes to be converted to townhouses with zero interior lot lines on a reduced lot size in a R-4 Single-Family Residential District as built, on property legally described as:

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

The Bristol Hollows PUD shall be subject to the following conditions:

1. The applicant shall confirm that the lot split was filed with the Register of Deeds.
2. The applicant shall provide proof to the City of Bel Aire (Director of Community Development) that the lot split was filed with the Register of Deeds.

SECTION 2. The Bristol Hollows PUD is created as depicted in Exhibit A incorporated herein.

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

*[Remainder of this page intentionally left blank]*

ADOPTED, APPROVED, AND PASSED by the Governing Body of the City of Bel Aire,  
Kansas on this 15<sup>th</sup> day of October, 2024.

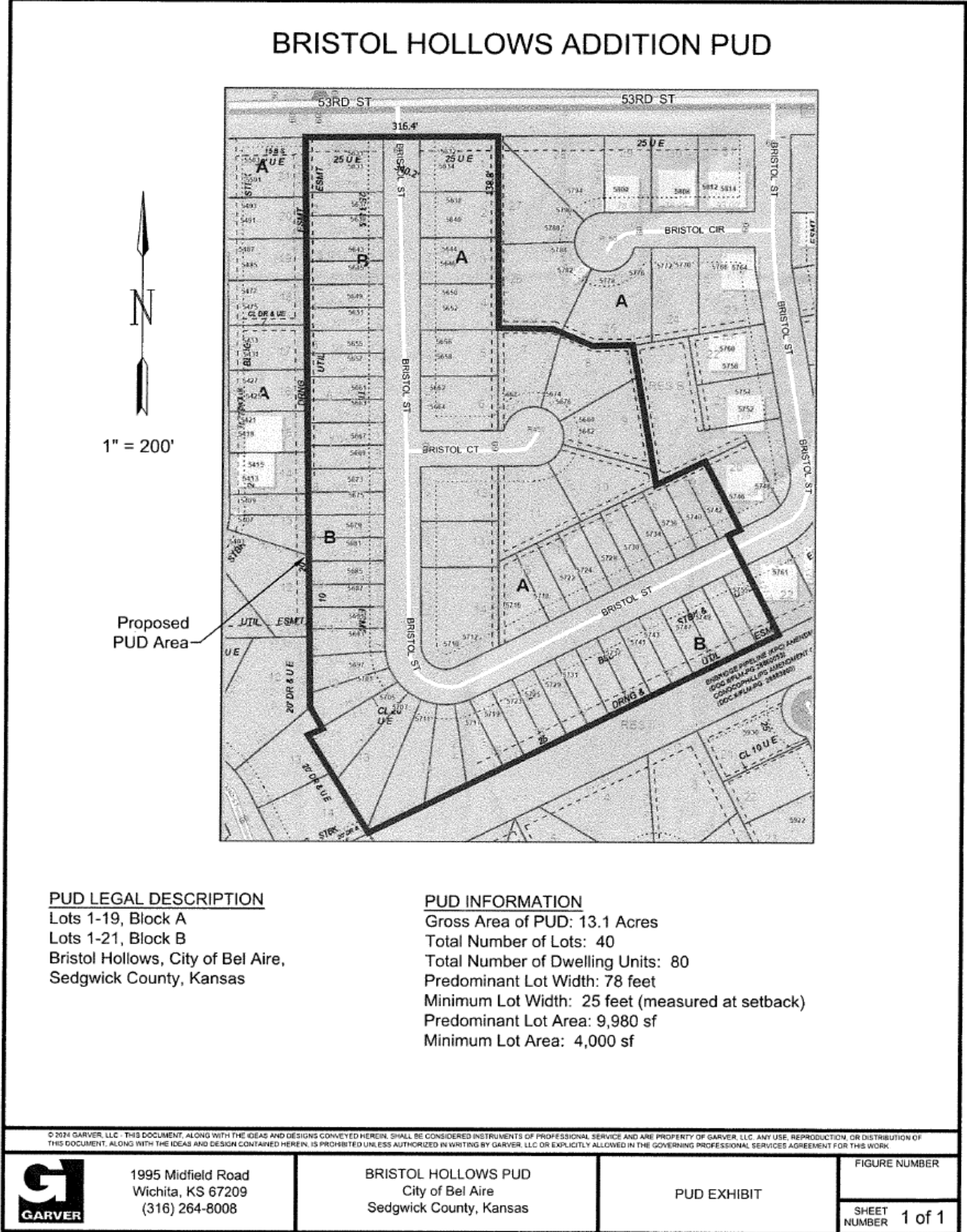
CITY OF BEL AIRE, KANSAS

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

ATTEST:

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

Exhibit  
A





# MINUTES

## PLANNING COMMISSION

7651 E. Central Park Ave, Bel Aire, KS  
September 12, 2024 6:30 PM



**I. Call to Order:** Vice-Chairman Phillip Jordan called the meeting to order at 6:30 p.m.

**II. Roll Call**

Commissioners John Charleston, Phillip Jordan, Dee Roths, Deryk Faber, and Paul Matzek were present. Commissioners James Schmidt and Edgar Salazar were absent.

City Engineer Anne Stephens, City Manager Ted Henry, City Attorney Maria Schrock and Community Development Director Paula Downs were also present.

**III. Pledge of Allegiance to the American Flag**

Vice-Chairman Phillip Jordan led the pledge of allegiance.

**IV. Consent Agenda**

**A. Approval of Minutes from Previous Meeting**

Commissioners noted a typo in section VI. (Next Meeting Date). The motion should be corrected to reflect that the motion carried 6-0.

**MOTION:** Commissioner Roths moved to approve the minutes of August 8, 2024 as amended. Commissioner Faber seconded the motion. *Motion carried 5-0.*

**V. Old Business/New Business**

**A. CON-24-02 - Property owner has requested to build an oversized private use shed, in an R-1 zoned district.**

City Attorney Maria Schrock asked if Commissioners had been involved in any ex-parte communications and if they had any reason to be disqualified from the discussion of this matter. No ex-parte communications were reported and no one reported any reason to be disqualified. Vice-Chairman Phillip Jordan then opened the public hearing.

Applicant Mark Hopp presented his application and answered questions from the Commission.

Carolyn Gunzelman, 5029 E 39<sup>th</sup> Street, said she wants to make sure the setbacks will be followed and asked if access to the shed will be on gravel or grass.

No others requested to speak. The Commission then discussed the application in relation to the “Golden Factors” of zoning. Commissioners found that the requested conditional use would be consistent with uses in the surrounding neighborhood, consistent with the character of the neighborhood, and that approval has been recommended by permanent staff.

**MOTION:** Commissioner Faber moved to recommend approval based on the condition of the verification of the setbacks remain the same, Permit CON-24-02 as presented. Commissioner Charleston seconded the motion. *Motion carried 5-0.*

**B. PUD-24-02 - Proposed rezoning PUD to R-5 and R-6 single and multi-family uses from R-4, and to include C-1 commercial as zoned.**

City Attorney Maria Schrock asked if Commissioners had been involved in any ex-parte communications and if they had any reason to be disqualified from the discussion of this matter. No ex-parte communications were reported and no one reported any reason to be disqualified. Vice-Chairman Phillip Jordan then opened the public hearing.

The agent for the applicant, Ken Lee of Garver, presented the application for preliminary Planned Unit Development and stood for questions from the Commission.

Jeff Englert, 5140 E 53<sup>rd</sup> Street North, spoke to the Commission. He is concerned about the proposed setbacks, minimum lot width, and minimum square footage. He would like for the fence to extend further into the rear lots of phase 3, and he suggested the owner could agree to a restricted covenant to prohibit manufactured homes.

Commissioners asked Mr. Lee questions related to drainage, screening, lot sizes, greenspace, and proposed uses. Mr. Lee said that plans could be revised to address the Commission’s concerns about lot sizes, prohibiting manufactured homes, and restricting uses to single-family homes.

Staff reported no written communications were received regarding this matter. No others requested to speak. Vice-Chairman Jordan then closed the public hearing.

**MOTION:** Commissioner Faber moved to table the preliminary Planned Unit Development (PUD-24-02) changing the zoning to R-5 and R-6 single and multi-family uses from R-4, and to include C-1 commercial as zoned. Vice-Chairman Jordan seconded the motion. *Motion carried 5-0.*

**C. SD-24-03 - Proposed platting R-5 and R-6 single and multi-family uses, and to include C-1 commercial as zoned.**

City Attorney Maria Schrock asked if Commissioners had been involved in any ex-parte communications and if they had any reason to be disqualified from the discussion of this matter. No ex-parte communications were reported and no one reported any reason to be disqualified.

Vice-Chairman Phillip Jordan then opened the public hearing. No one requested to speak, and the public hearing was then closed.

**MOTION:** Commissioner Roths moved to table the preliminary plat of SD-24-03 to next month's meeting. Commissioner Faber seconded the motion. *Motion carried 5-0.*

**D. PUD-24-03. Proposed Final PUD containing approved duplexes to be converted townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built (Bristol Hollows).**

City Attorney Maria Schrock asked if Commissioners had been involved in any ex-parte communications and if they had any reason to be disqualified from the discussion of this matter. No ex-parte communications were reported and no one reported any reason to be disqualified. Vice-Chairman Phillip Jordan then opened the public hearing.

City Engineer Anne Stephens provided a brief staff report. Per the development agreement for this land, the duplex units were to be held by one owner and maintained as rentals. Recently, the Developer filed metes and bounds survey with Sedgwick County, allowing for the individual units to be sold to buyers, without going through the lot-splitting process with the City. Now, City staff is concerned that the individual units will be non-conforming to City Zoning Codes, including setbacks and minimum lot width. This non-conformance will make it impossible for future owners of the units to obtain building permits for repairs or improvements to the properties. City staff are recommending approval of the proposed zoning change in order to correct this situation and bring the units into conformance with City Zoning Codes.

The agent for the applicant, Ken Lee of Garver, spoke to the Commission and stood for questions.

No others requested to speak. Vice-Chairman Jordan then closed the public hearing.

Following the public hearing, the Commission discussed the application in relation to the City's Zoning Code and the "Golden Factors" of zoning standards including: the character of the neighborhood, the recommendations of permanent staff, the zoning uses of nearby properties, the suitability of the property for the proposed uses, and the opinions of other property owners. There was consensus that the developer should provide proof that the covenants have been filed with the register of deeds

**MOTION:** Vice-Chairman Jordan moved to recommend approval of the Final Planned Unit Development (PUD-24-03) containing approved duplexes to be converted townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built be approved with the conditions that the covenants that evidence that the filing with the Register of Deeds has indeed been done. Commissioner Matzek seconded the motion. *Motion carried 5-0.*

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

City Attorney Maria Schrock asked if Commissioners had been involved in any ex-parte communications and if they had any reason to be disqualified from the discussion of this matter. No ex-parte communications were reported and no one reported any reason to be disqualified.

City Engineer Anne Stephens reported that the agent for the applicant has requested that this item be tabled until the next Planning Commission meeting.

Vice-Chairman Phillip Jordan then opened the public hearing.

John Sutherland, 5100 Prairie Ct. North, spoke to the Commission. Mr. Sutherland spoke about his experience as a developer and on a planning advisory board in another city. He asked if there will be an HOA for this development and requirements that things are kept up. He asked if the development agreement will be updated and if trees will be planted in the open areas.

Justin Price, 5341 Pinecrest, spoke to the Commission. He owns one half of a duplex in Chapel Landing. He asked what would happen if his duplex is converted to a townhome.

Mike Schmidt, 5343 Pinecrest, spoke to the Commission. He asked for information about what is being developed in the area around his property.

**MOTION:** Commissioner Jordan moved to table the Final Planned Unit Development (PUD-24-04) until next month. Commissioner Faber seconded the motion. ***Motion carried 5-0.***

#### **VI. Approval of the date of the Next Meeting.**

**MOTION:** Commissioner Charleston moved to approve the date of the next meeting: October 10, 2024 at 6:30 p.m. Vice-Chairman Jordan seconded the motion. ***Motion carried 5-0.***

#### **VII. Current Events**

The Commission briefly discussed upcoming events, such as the Curbside Cleanup on October 5<sup>th</sup>. No action was taken.

#### **VIII. Adjournment**

**MOTION:** Commissioner Charleston moved to adjourn. Commissioner Roths seconded the motion. ***Motion carried 5-0.***

*[Remainder of this page intentionally left blank]*



Approved by the Bel Aire Area Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
James Schmidt, Chairman

Unapproved

City of Bel Aire, Kansas



STAFF REPORT

DATE: October 8, 2024  
TO: Ted Henry, City Manager  
FROM: Anne Stephens, PE, City Engineer  
RE: Woodlawn Construction Services

**Current Situation:**

Even though there is no active construction on Woodlawn, it is still an active, open project with KDOT. Due to this, KDOT requires daily inspections for traffic control and weekly inspections for stormwater pollution protection. Garver is running out of fee for their work on the Woodlawn Construction project and is presenting an ‘Hourly, Not to Exceed’ fee for continued work on the Woodlawn project.

**Discussion:**

Per KDOT’s guidelines, Garver based their fee on the initial working day count for the project as provided by KDOT. A Supplemental Agreement was approved due to the additional working days that were added during the course of construction. At this point, the project is now in what is considered a “States Delay”, which means that no work is currently being accomplished on the project. Unfortunately, the project is still considered to be an active and open project through KDOT which continues the requirement for daily inspections. Garver has had multiple discussions with KDOT’s construction management staff regarding ways to reduce the frequency of inspections, but KDOT is not bending on their requirements primarily since this is a federal aid project. Required inspections include daily traffic control and weekly stormwater pollution prevention device inspections. These inspections also include documentation via daily diaries and necessary communication with various parties if anything is found amiss. These inspections are not something that City Staff can take over since no staff currently have the required certifications from KDOT.

The original agreement with Garver for Construction Engineering/Inspection Services was for \$873,896.61. A supplemental agreement was approved in September 2023 for \$109,480.82 for a total contracted fee of \$983,377.43. As of October 2, 2024, Garver has billed a total of \$977,070.59.

The additional supplemental presented at this time represents part time inspection beginning October 15, 2024 through October 14, 2025. An additional supplemental agreement will be presented to cover the reconstruction efforts once the reconstruction plans are completed.

**Recommendation:**

City Staff does not have the necessary qualifications or time to be able to fulfill the construction engineering/inspection requirements of the contract between the City and KDOT. Staff recommends that the Council approve the Supplemental Agreement with Garver for \$89,608.45.



1995 Midfield Rd.  
Wichita, KS 67209

TEL 316.264.8008

[www.GarverUSA.com](http://www.GarverUSA.com)

October 2<sup>nd</sup>, 2024

Duane Flug  
Kansas Department of Transportation  
Wichita KDOT Metro Office  
3200 E. 45<sup>th</sup> St. N.  
Wichita KS, 67220

Re: 087 N 0678-01 (Woodlawn) Supplemental #2

Dear Mr. Flug:

Garver has almost fully exhausted the first supplemental associated with this project (Supplemental #1 of \$109,480.82). As of today, this project has been billed \$977,070.59 of the total contract amount of \$983,377.43 (including supplemental #1). Due to the circumstances of the project, Garver is still contractually obligated to perform traffic control and SWPPP inspections while the re-design efforts continue.

To be clear, this supplemental is only meant to carry Garver through the redesign of the roadway. It is not meant to carry the inspection efforts through the reconstruction. With so many variables and unknowns, it made it impossible to provide an accurate labor estimate for the reconstruction phase. Based on conversations that I have had with the project leadership; the redesign effort of this roadway has been estimated to take approximately 1 year. The estimate shown below represents 52 weeks of part time inspection, beginning October 15<sup>th</sup>, 2024, and ending October 14<sup>th</sup>, 2025. This estimate allows for 52 weeks of traffic control and SWPPP inspections as well as some time for project management, coordination, travel expenses, and clerical.

When Supplemental #1 was submitted, it was determined by KDOT that the additional work and working days still fell within the original scope of services in our contract, and therefore the net profit was reduced to 0%. I believe that this inspection work being done is outside of the original scope of services, being that the project has been placed in State's delay while we all wait for a complete redesign of the roadway. For this reason, I have included the 15% net profit that was applied to the original contract.

I am happy to entertain alternative ideas and/ or contract agreements to get this inspection done without the need for this supplemental request. Please reach out to me anytime if you have any questions.

Sincerely,

Patrick Herman

Garver

WORK ESTIMATE FORM

Cost plus Net Fee

<u>Continued work out of scope as project is in state's delay</u>		Date	<u>10/1/2024</u>	
Consultant's Name	<u>Garver, LLC (Project # 19C07000.2)</u>	Project No.	<u>087 N 0678-01</u>	
Mailing Address	<u>1995 Midfield Dr</u> <u>Wichita, KS 67206</u>	County/City	<u>Sedgwick/Bel Aire</u> <u>State's Delay.</u>	
		Dates	<u>10/15/2024 - 10/14/2025</u>	
Work Estimate No.	<u>Supplemental #2</u>	CMS Contract No.	<u>017221014</u>	
Project Location	<u>Woodlawn Avenue from 37th to 45th</u>			
Name of Project Manager	<u>Patrick Herman</u>	Phone Number	<u>316-207-5239</u>	
Name of Chief Inspector	<u>Eric Strecker</u>	Phone Number	<u>316-305-5379</u>	
1. Pre-construction preparation	Eng(s) &/or Mang.	<u>0 @</u>	<u>\$0.00 =</u>	<u>\$0.00</u>
	Techn(s)	<u>0 @</u>	<u>\$0.00 =</u>	<u>\$0.00</u>
	Coordinator(s)	<u>0 @</u>	<u>\$0.00 =</u>	<u>\$0.00</u>
	Clerical	<u>0 @</u>	<u>\$0.00 =</u>	<u>\$0.00</u>
Subtotal				<u>\$0.00</u>
2. Field Inspection daily contract documents	Eng(s) &/or Mang.	<u>156 @</u>	<u>\$56.61 =</u>	<u>\$8,831.16</u>
	Techn(s)	<u>390 @</u>	<u>\$33.01 =</u>	<u>\$12,873.90</u>
	Coordinator(s)	<u>52 @</u>	<u>\$42.48 =</u>	<u>\$2,208.96</u>
	Clerical	<u>12 @</u>	<u>\$25.00 =</u>	<u>\$300.00</u>
Subtotal				<u>\$24,214.02</u>
3. On-site Testing	Eng(s) &/or Mang.	<u>0 @</u>	<u>\$60.00 =</u>	<u>\$0.00</u>
	Techn(s)	<u>0 @</u>	<u>\$33.00 =</u>	<u>\$0.00</u>
	Coordinator(s)	<u>0 @</u>	<u>\$42.00 =</u>	<u>\$0.00</u>
	Clerical	<u>0 @</u>	<u>\$25.00 =</u>	<u>\$0.00</u>
Subtotal				<u>\$0.00</u>
4. Surveying	Eng(s) &/or Mang.	<u>0 @</u>	<u>\$0.00 =</u>	<u>\$0.00</u>
	Techn(s)	<u>0 @</u>	<u>\$0.00 =</u>	<u>\$0.00</u>
	Coordinator(s)	<u>0 @</u>	<u>\$0.00 =</u>	<u>\$0.00</u>
	Clerical	<u>0 @</u>	<u>\$0.00 =</u>	<u>\$0.00</u>
Subtotal				<u>\$0.00</u>
5. Final Paper Preparation	Eng(s) &/or Mang.	<u>0 @</u>	<u>\$0.00 =</u>	<u>\$0.00</u>
	Techn(s)	<u>0 @</u>	<u>\$0.00 =</u>	<u>\$0.00</u>
	Coordinator(s)	<u>0 @</u>	<u>\$0.00 =</u>	<u>\$0.00</u>
	Clerical	<u>0 @</u>	<u>\$0.00 =</u>	<u>\$0.00</u>
Subtotal				<u>\$0.00</u>
Total Direct Payroll Costs				<u>\$24,214.02</u>

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
Eng(s) &/or Mang.	156 @	\$56.61 =	\$8,831.16
Techn(s)	390 @	\$33.01 =	\$12,873.90
Coordinator(s)	52 @	\$42.48 =	\$2,208.96
Clerical	12 @	\$25.00 =	\$300.00
Total Direct Payroll Costs			\$24,214.02
B. Salary Related Overhead	196.63 %		\$47,612.03
C. Total Payroll plus Overhead			\$71,826.05
D. Net Fee			\$10,773.91
E. Direct Expenses (Travel, Postage, Misc.)			
Per Diem & Subsistence	Days _____ @ _____ =		\$0.00
Mileage	miles _____ \$0.655/mile		
Auto	_____ @ _____		\$0.00
Pickup	10700 @ \$0.655		\$7,008.50
Postage	_____ @ _____		\$0.00
Testing Laboratory or Consulting Firm to Assist (Name of Lab or Firm) (Details Needed)	_____ @ _____		\$0.00
Equipment Rental (Details \$500 +)	_____ @ _____		\$0.00
Total Other Direct Expenses			\$7,008.50
TOTAL COST PLUS NET FEE ESTIMATE			\$89,608.45

Consultant Representative WED Date Oct 1, 2024

LPA Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

Approving KDOT Representative Phelicia Lidd Date Oct 8, 2024

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Calvin Reed, Secretary  
Jill Burtin, Inspector General



Phone: 785-296-3545  
Fax: 785-296-7927  
kdot#publicinfo@ks.gov  
<http://www.ksdot.org>  
Laura Kelly, Governor

June 10, 2024

Beverly Roberson  
Controller  
Garver, LLC  
4701 Northshore Dr.  
NLR, AR 72118

**Subject: 2023 Overhead Rate Accepted**

Dear Ms. Roberson:

The Kansas Department of Transportation (KDOT) has received AR DOT's Cognizant Letter dated June 5, 2024. AR DOT performed the cognizant review in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

KDOT has accepted the Indirect Cost Rate of 196.63% that was referenced in AR DOT's Cognizant Letter for the fiscal year-ended December 31, 2023.

This approval was prepared for and is intended for the use of Garver LLC., and the Kansas Department of Transportation.

If you should have any questions, feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Jill Burtin". The signature is written in a cursive, flowing style.

Jill Burtin  
Inspector General



DATE: Tuesday, October 15, 2024  
TO: Mayor and City Council  
FROM: City Attorney  
SUBJECT: 2024 Standard Traffic Ordinance (STO)

**Background:** Published by the League of Kansas Municipalities since 1960, the Standard Traffic Ordinance (STO) contains over 100 traffic offenses that can be adjudicated in municipal court. While many of the provisions parallel state law, the STO also contains offenses that are frequently enforced only within cities. It is designed to provide a comprehensive public offense ordinance for Kansas cities. The costs are: 1-4 copies are \$10.00 each, 5-10 copies are \$9.50 each, 11-30 copies are \$9.00 each, 31 copies and over are \$8.50 each. An electronic copy is available for a fee of approximately \$13.75 and with a signed licensing agreement. It lasts for 1 year and may be extended for an additional fee. There is also a “website edition” for \$100.00.

Bel Aire currently incorporates the STO by reference, for the purpose of regulating public offenses within the corporate limits of the City of Bel Aire, Kansas.

**Discussion:** There have been updates to the STO. A few examples follow.

Section 201.1. Failure to Comply with a Traffic Citation.  
Section 201.1(g) was added to ensure that Section 201.1 sunsets at 11:59 p.m., on December 31, 2024. On January 1, 2025, Section 201.2 (as described below) will go into effect.

Section 201.2. Failure to Comply with a Traffic Citation.  
This Section takes effect on January 1, 2025 and replaces Section 201.1. Section 201.2 largely tracks changes to Kansas statutory law implemented by the enactment of Senate Bill 500. This section is materially different from Section 201 in the following ways: Previously, an individual violated this provision if they did not appear before municipal court and pay any fines and court costs imposed in full. Now, a violation occurs when an individual does not appear in municipal court and pay their fine and court costs as ordered by the court (presumably allowing the court to impose a payment plan or grant reductions or extensions).

Municipal courts can no longer seek the suspension of an individual’s license for failing to comply with the following traffic citations:  
Sec. 18. Interference with Official Traffic-Control Devices or Railroad Signs or Signals;  
Sec. 63. Pedestrians; Obedience to Traffic-Control Devices and Regulations;  
Sec. 65. Crossing at Other Than Crosswalks; Jaywalking;  
Sec. 67. Pedestrians to Use Right Half of Crosswalks;  
Sec. 68. Pedestrians on Highways;  
Sec. 69. Pedestrians Soliciting Rides or Business;

Sec. 74. Pedestrian Under Influence of Alcohol or Drugs;  
 Sec. 83. Stopping, Standing or Parking Outside Business or Residence Districts;  
 Sec. 85. Stopping, Standing or Parking Prohibited in Specified Places;  
 Sec. 86. Stopping or Parking on Roadways;  
 Sec. 107. Unattended Motor Vehicles; Ignition; Key and Brakes;  
 Sec. 112. Putting Glass, Etc. on Highway Prohibited;  
 Sec. 112.1. Littering from a Motor Vehicle;  
 Sec. 114. Snowmobile Operation Limited;  
 Sec. 114.4. Unlawful Operation of a Golf Cart;  
 Sec. 115. Unlawful Riding on Vehicles; Persons 14 Years of Age and Older;  
 Sec. 124. Riding in House Trailer or Mobile or Manufactured Home Prohibited;  
 Sec. 127. Effect of Regulations;  
 Sec. 129. Riding on Bicycles; Seats; Riders Limited;  
 Sec. 130. Clinging to Vehicles;  
 Sec. 131. Riding on Roadways and Bicycle Paths;  
 Sec. 132. Carrying Articles;  
 Sec. 133. Lamps and Other Equipment on Bicycles;  
 Sec. 135.1. Electric Assisted Scooters, Traffic Law Applications; and  
 Sec. 182.2 Unlawful Riding on Vehicles; Persons Under Age 14.

This new provision mandates that if an individual meets specific eligibility criteria, their license will be restricted as opposed to suspended. In addition, municipal courts shall: assess only a single license reinstatement fee of \$100, even if there are multiple charges, instead of \$100 for each charge; provide a form for any individual seeking to petition the court to waive fines or fees; and consider waivers and alternatives to restricting or suspending a license.

**Financial Considerations:** Other than the purchase of STO hard copy books and an electronic version, there will be no other costs to the City.

**Legal Considerations:** The City Attorney has drafted and approved the proposed ordinance. It requires a majority vote for approval.

**Recommendation/Actions:** It is recommended that City Council approve the proposed ordinance.

**Attachments:** Proposed ordinance



1 (Published at [www.belaires.gov](http://www.belaires.gov) on October, \_\_\_\_\_, 2024.)

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

4 AN ORDINANCE REGULATING TRAFFIC OFFENSES WITHIN THE  
5 CORPORATE LIMITS OF THE CITY OF BEL AIRE, KANSAS;  
6 INCORPORATING BY REFERENCE THE STANDARD TRAFFIC  
7 ORDINANCE FOR KANSAS CITIES (51st EDITION), AS PUBLISHED  
8 BY THE LEAGUE OF KANSAS MUNICIPALITIES IN 2024, WITH  
9 CERTAIN MODIFICATIONS; REPEALING ORDINANCES 429, 475,  
0 488, 497, 503, 513, and 532; REPEALING ALL OTHER CONFLICTING  
1 ORDINANCES; AND AMENDING CHAPTER 12, ARTICLE 1, SECTION  
2 12.1.1. OF THE CODE OF THE CITY OF BEL AIRE, KANSAS.

4 WHEREAS, pursuant to K.S.A. 12-3009 *et seq.*, and K.S.A. 12-3301 *et seq.*, all  
5 as amended, the City of Bel Aire, Kansas (the “City”) desires to incorporate by reference  
6 the Standard Traffic Ordinance for Kansas Cities (51st Edition), as published by the  
7 League of Kansas Municipalities in 2024 (the “STO”), with certain deletions,  
8 modifications and additions, as set forth in the Code of the City of Bel Aire, Kansas (the  
9 “Code”); and

1 WHEREAS, the governing body of the City finds it advisable to incorporate the  
2 STO by reference and to amend the Code, to reflect incorporation of the STO.

4           THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY  
5   OF BELAIRE, KANSAS:

SECTION 1. The City hereby incorporates by reference the Standard Traffic Ordinance for Kansas Cities (51st Edition), as published by the League of Kansas Municipalities in 2024, with the certain deletions and modifications as set forth in the Code. Accordingly, Section 12.1.1. of the Code is hereby amended to read, as follows:

2     "Section 12.1.1.     STANDARD TRAFFIC ORDINANCE INCORPORATED.

There is hereby incorporated by reference for the purpose of regulating traffic offenses within the corporate limits of the City of Bel Aire, Kansas, that certain ordinance known as the "Standard Traffic Ordinance for Kansas Cities," 51<sup>st</sup> Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified, or changed. No fewer than one (1) copy of said Standard Traffic Ordinance shall be marked "Official Copy as Adopted by Ordinance No. \_\_\_\_\_,"

41 with all sections or portions thereof intended to be omitted or changed clearly marked  
42 to show any such omission or change and to which shall be attached a copy of this  
43 ordinance, and filed with the city clerk to be open to inspection and available to the  
44 public, during City Hall’s business hours. The Police Department, Municipal Judge,  
45 Municipal Prosecutor, City Attorney, City Clerk, and all administrative departments of  
46 the City charged with enforcement of the Ordinance shall be supplied, at the cost of the  
47 City, such number of official copies of such Standard Traffic Ordinance similarly marked,  
48 as may be deemed expedient.”  
49

50 SECTION 2. Ordinances No. 429, 475, 488, 497, 503, 513, and 532 are repealed  
51 in their entirety. All other ordinances or parts of other ordinances in conflict herewith are  
52 repealed. However, any section of an existing ordinance not in conflict herewith is not  
53 repealed and remains in full force and effect.  
54

55 SECTION 3. This Ordinance also repeals Ordinances No. 446 and 491, but  
56 solely to the extent Ordinances No. 446 and 491 incorporated a previous version of the  
57 STO. Any remaining provisions of Ordinances No. 446 and 491 shall remain in full force  
58 and effect.  
59

60 SECTION 4. Effective Date. This ordinance shall take effect and be in full force  
61 from and after its adoption by the governing body of the City, approval by the Mayor  
62 and publication once in the official city newspaper.  
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Passed by the Governing Body of the City of Bel Aire, Kansas on the \_\_\_\_ day of  
October, 2024.

Approved by the Mayor on the \_\_\_\_ day of October, 2024.

CITY OF BEL AIRE, KANSAS

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

ATTEST:

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

Approved as to Form Only:

\_\_\_\_\_  
Maria A. Schrock, City Attorney



**DATE:** Tuesday, October 15, 2024  
**TO:** Mayor and City Council  
**FROM:** City Attorney  
**SUBJECT:** 2024 Uniform Public Offense Code (UPOC) Ordinance

**Background:** Published by the League of Kansas Municipalities since 1980, the Uniform Public Offense Code (UPOC) contains approximately 100 public offenses that can be adjudicated in municipal court. While many of the provisions parallel state law, the UPOC also contains offenses that are frequently enforced only within cities. It is designed to provide a comprehensive public offense ordinance for Kansas cities. The costs are: 1-4 copies are \$10.00 each, 5-10 copies are \$9.50 each, 11-30 copies are \$9.00 each, 31 copies and over are \$8.50 each. An electronic copy is available for a fee of approximately \$13.75 and with a signed licensing agreement. It lasts for 1 year and may be extended for an additional fee. There is also a “website edition” for \$100.00.

Bel Aire currently incorporates the UPOC by reference, for the purpose of regulating public offenses within the corporate limits of the City of Bel Aire, Kansas.

**Discussion:** There have been updates to the UPOC. A few examples follow.

Section 9.1. Disorderly Conduct.

This section was amended to narrow the scope of what constitutes disorderly conduct. Specifically, Section 9.1(a)(3) no longer classifies the engagement in noisy conduct that tends to reasonably arouse alarm, anger or resentment in another person as disorderly conduct. This is in response to a recent Kansas Supreme Court case pertaining to this section of the Wichita Municipal Code, where the Court found the section’s deleted language to be unconstitutionally overbroad under the First Amendment.

Section 9.9.1. Unlawful Possession of Marijuana and Tetrahydrocannabinols.

This section was amended to allow for exceptions to Section 9.9.1 by adding subsections (d) through (h). These exceptions state that a law enforcement officer shall not take an individual into custody for violations of this section when the individual seeks medical assistance for themselves or others because of the use of a controlled substance. Individuals are also immune from prosecution unless the quantity of controlled substances found is sufficient to create a rebuttable presumption that there is an intent to distribute. Immunity does not apply if medical assistance is sought during an arrest or execution of a search warrant, or if prosecution is based on evidence from an independent source. Further, a person cannot initiate or maintain legal action against a law enforcement officer or their employee because of the officer’s compliance or failure to comply with this section. Officers are also protected from liability for arresting individuals who are later found to be immune from prosecution, unless the officer’s actions involved reckless or intentional misconduct.

**Section 9.9.4. Unlawful Possession of Controlled Substances.**

Substantially similar to changes made in Sections 9.9.1 and 9.9.2, this section was amended to allow for exceptions by adding subsections (c) through (g). These exceptions provide that a law enforcement officer shall not take an individual into custody for violations of this section when the individual seeks medical assistance for themselves or others because of the use of a controlled substance. Individuals are also immune from prosecution unless the quantity of controlled substances found is sufficient to create a rebuttable presumption that there is an intent to distribute. Immunity does not apply if medical assistance is sought during an arrest or execution of a search warrant, or if prosecution is based on evidence from an independent source. Further, a person cannot initiate or maintain legal action against a law enforcement officer or their employee because of the officer's compliance or failure to comply with this section. Officers are also protected from liability for arresting individuals who are later found to be immune from prosecution, unless the officer's actions involved reckless or intentional misconduct.

**Financial Considerations:** Other than the purchase of UPOC hard copy books and an electronic version, there will be no other costs to the City.

**Legal Considerations:** The City Attorney has drafted and approved the proposed ordinance. It requires a majority vote for approval.

**Recommendation/Actions:** It is recommended that City Council approve the proposed ordinance.

**Attachments:** Proposed ordinance

1 (Published at [www.belaires.gov](http://www.belaires.gov) on October, \_\_\_\_\_, 2024.)

3 ORDINANCE NO.

4 AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE  
5 CORPORATE LIMITS OF THE CITY OF BEL AIRE, KANSAS;  
6 INCORPORATING BY REFERENCE THE UNIFORM PUBLIC  
7 OFFENSE CODE FOR KANSAS CITIES (40<sup>TH</sup> EDITION), AS  
8 PUBLISHED BY THE LEAGUE OF KANSAS MUNICIPALITIES IN  
9 2024, WITH CERTAIN MODIFICATIONS; REPEALING ORDINANCES  
10 447, 474, and 487; REPEALING ALL OTHER CONFLICTING  
11 ORDINANCES; AND AMENDING CHAPTER 6, ARTICLE 1, SECTION  
12 6.1.1. OF THE CODE OF THE CITY OF BELAIRE, KANSAS.

14 WHEREAS, pursuant to K.S.A. 12-3009 *et seq.*, and K.S.A. 12-3301 *et seq.*, all  
15 as amended, the City of Bel Aire, Kansas (the “City”) desires to incorporate by reference  
16 the Uniform Public Offense Code for Kansas Cities (40<sup>th</sup> Edition), as published by the  
17 League of Kansas Municipalities in 2024 (the “UPOC”), with certain deletions,  
18 modifications and additions, as set forth in the Code of the City of Bel Aire, Kansas (the  
19 “Code”); and

21 WHEREAS, the governing body of the City finds it advisable to incorporate the  
22 UPOC by reference and to amend the Code, to reflect incorporation of the UPOC.

24 THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY  
25 OF BELAIRE, KANSAS:

SECTION 1. The City hereby incorporates by reference the Uniform Public  
Offense Code for Kansas Cities (40<sup>th</sup> Edition), as published by the League of Kansas  
Municipalities in 2024, with the certain deletions and modifications as set forth in the  
Code. Accordingly, Section 6.1.1. of the Code is hereby amended to read, as follows:

32     “Section 6.1.1.     UNIFORM PUBLIC OFFENSE CODE INCORPORATED.

34 There is hereby incorporated by reference for the purpose of regulating public  
35 offenses within the corporate limits of the City of Bel Aire, Kansas, that certain code  
36 known as the "Uniform Public Offense Code for Kansas Cities," 40<sup>th</sup> Edition, prepared  
37 and published in book form by the League of Kansas Municipalities, Topeka, Kansas,  
38 save and except such articles, sections, parts or portions as are hereafter omitted,  
39 deleted, modified, or changed. No fewer than one (1) copy of said Uniform Public  
40 Offense Code shall be marked "Official Copy as Adopted by Ordinance No. \_\_\_\_\_,"

with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public, during City Hall’s business hours. The Police Department, Municipal Judge, Municipal Prosecutor, City Attorney, City Clerk, and all administrative departments of the City charged with enforcement of the Code shall be supplied, at the cost of the City, such number of official copies of such Uniform Public Offense Code similarly marked, as may be deemed expedient.”

SECTION 2. Ordinances No. 447, 474, and 487 are repealed in their entirety. All ordinances or parts of ordinances in conflict herewith are repealed. All other ordinances or parts of other ordinances in conflict herewith are repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

SECTION 3. This Ordinance also repeals Ordinance No. 496, but solely to the extent Ordinance No. 496 incorporated a previous version of the UPOC. Any remaining provisions of Ordinance No. 496 shall remain in full force and effect.

SECTION 5. Effective Date. This ordinance shall take effect and be in full force from and after its adoption by the governing body of the City, approval by the Mayor and publication once in the official city newspaper.

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Passed by the Governing Body of the City of Bel Aire, Kansas on the \_\_\_\_ day of  
October, 2024.

Approved by the Mayor on the \_\_\_\_ day of October, 2024.

CITY OF BEL AIRE, KANSAS

(seal)

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

ATTEST:

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

Approved as to Form Only:

\_\_\_\_\_  
Maria A. Schrock, City Attorney



**CITY OF BEL AIRE****STAFF REPORT****DATE: September 30, 2024****TO: Ted Henry City Manager****FROM: Marty McGee, Public Works Director**

**Water-** On 9-10-24 we had a service line leaking causing the P.W. Department to have to cut out a section of the 8" main, this caused 22 residents to loose water for approximately 4 hours. On 9-11-24 we had another service line leaking at 4475 Eagle Lake drive, this was fixed without shutting the main down. Public Works installed two test sample stations this month.

**Streets-** We potholed around town this month and did mastic.

**Sewer-** samples have been taken this month and recorded for our records. Resident complained about strong sewer smell in home at 5555 lycee. After investigating the sewer, the line is flowing with no obstructions but H<sub>2</sub>S gasses are very high. On 9/30/24 we cleaned the entire system on the North side of 53<sup>rd</sup> street at Lycee. We will follow-up in a week to determine if something else needs to be done. KDHE has scheduled a lift station check and record keeping for October 22<sup>nd</sup>

**Storm Water-** We are cleaning out ditches around town and regrading as needed. We regraded the ditch from Kruger to 45<sup>th</sup> street and seeded. Pictures are included and we added this to the yearly KDHE storm water report. Denise Park was dressed up and reseeded on 9-12-24. A lot of drainage ditches have been touched this month and look good. Next month we will be street sweeping to stay on top of the leaf's from entering the storm drains.

**Parks-** on 9-3-24 Attention To Details was hired to remove dead trees behind Heartland Animal hospital. There were two trees hanging over the fence where the dogs play, this was very unsafe and could potentially cause the city to have an insurance claim. We have done our monthly park inspections with little to no findings. The tree board did a cleanup at Alley Park and looks nice. Public Works cleaned and maintained the pond at Alley Park.

Public works cleaned the Ditch at 37<sup>th</sup> and Harding, we removed many trees and sprayed the ditch line. I believe that this is the responsibility of the property owner, but it was overgrown and looked bad.

On 9-6-24 Seeders came out and regraded the Central Park berm and placed the seed down, this was an additional cost due to erosion. We set the sprinkler system to run twice a day, 8:00am and 3:00pm to run for ten minutes until the grass is established. We are also hand watering this berm twice a week. The berm is almost established and ready to hand it back to the HOA.

On 9-11-24 we reseeded several areas around town due to water repairs and test sample station installs.

**Locates-**

**Disconnects – there were 111 disconnects**

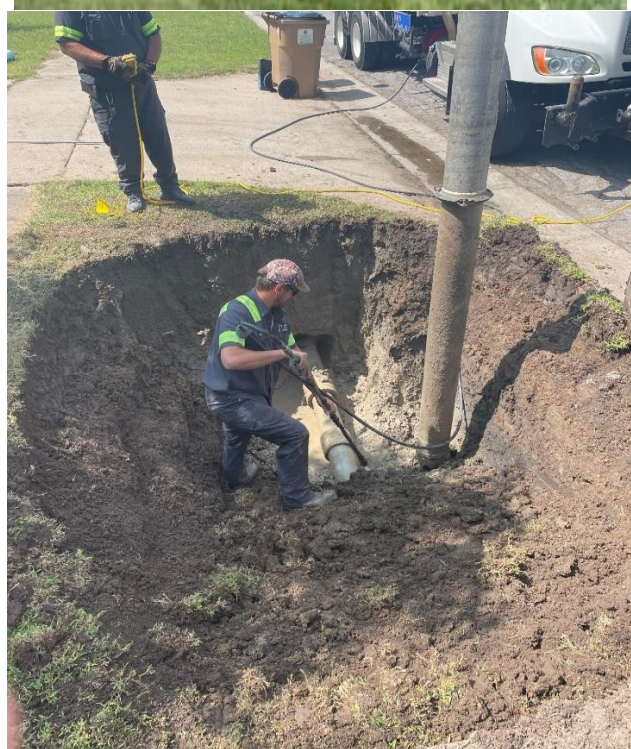
**Rereads- there were 71 for this month**

**New purchase-** On 9-3-24 Council approved the purchase of a new 72" Exmark mower and a new lift station pump for the Harding lift station. This pump will take 12 to 14 weeks to be delivered. We took ownership of the new Exmark mower on 9/20/24.

On 9-11-24 we purchased a weed eater with a tiller attachment, this was purchased for tilling and reseeded small jobs. Test sample stations and residents' yards after water repairs have been made.



New 72" Exmark mower purchased from KGT on 9/20/24 for \$13,100.00







First picture is Central Park berm, second and third picture is a service line leaking at main, fourth picture is regrading Trib-7 at 45<sup>th</sup> and Oliver.

## STAFF REPORT

DATE: October 9, 2024

TO: Ted Henry, City Manager & Bel Aire Governing Body

FROM: Brian Hayes, Recreation Director

RE: September Activities

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### Recreation

- Fall Sports which includes Soccer, Flag Football, & Volleyball were in full swing last month. There are 268 participants on 24 teams which is down a bit from last year's 294.
- About 50 participants are attending our outdoor partners' fall programs. These partners include Super Soccer Stars (*formerly Happy Feet*), TGA Golf, and Girls on the Run.
- Pickleball participation was with 341 compared to 374 last month.
- September Taekwondo participation was steady with 20.
- Exercise classes were steady with 22 participants.
- Drop-in use was down with 504 sign-ins compared to 597 in August.
- The turf on the sports fields being used for soccer and flag football are holding up about as expected. The winter kill areas which had grown in with weeds is now down to dirt. As a result of the recent dry conditions and water conservation, cracks and holes have reappeared in some of the bare areas. Staff inspects these areas daily and top dresses appropriately in order to present safe conditions. After the season, staff plans to address the bad areas by topdressing & temporary seeding and hope it rains.
- Upcoming Rec programs include the annual Fall Festival, Little Dribblerz, & Basketball.

### Seniors

- 937 seniors signed in for cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 960 in August.

September programs included a dinner with music from Handpan Dan, an outing to the Nifty Nuthouse, several games, and arts/craft activities. In all there were 15 ongoing activities, 4 special activities and 5 educational sessions offered.



- Upcoming Senior activities include Medicare Part D Counseling, pumpkin patch & chocolate shop outings, Singo, as well as the many ongoing baseline programs, games, fall crafts, presentations, and communications.

Eagle Lake Park

- I have been working with City Management and Public Works on researching, planning and preparation of an RFP to replace & upgrade the playground equipment at Eagle Lake Park. The RFP is nearing completion and will be presented to the governing body yet this fall.



# MANAGER'S REPORT



**DATE:** October 10, 2024  
**TO:** Mayor Benage and City Council  
**FROM:** Ted Henry, City Manager  
**RE:** October 15, 2024 Agenda

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## **Proclamation – Red Ribbon Week (Item V)**

Since it began in 1985, the Red Ribbon has touched the lives of millions of people around the world. In response to the murder of DEA Agent Enrique Camarena, parents and youth in communities across the country began wearing Red Ribbons as a symbol of their commitment to raise awareness of the killing and destruction caused by drugs in America. In 1988, National Family Partnership (NFP) sponsored the first National Red Ribbon Celebration. Today, the Red Ribbon serves as a catalyst to mobilize communities to educate youth and encourage participation in drug prevention efforts, particularly in combating modern challenges such as the fentanyl crisis.

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

The Consent Agenda contains the Minutes of the October 1<sup>st</sup> regular City Council meeting and the October 8<sup>th</sup> Special City Council meeting.

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

This appropriation ordinance encompasses 9/26/2024 through 10/08/2024 expenses. Expenditures amounted to \$1,295,281.77. Of the reported expenses, \$133,286.11 are infrastructure costs for new developments. These costs are paid through special assessments. Both September payrolls are included in this AP Ordinance.

## **City Requested Appearances (Item IX)**

Aaron Maxwell, President of the Bel Aire Area Chamber of Commerce, will give the Chamber's quarterly report. Then, representatives from Schaefer Architecture will give a brief presentation on the new public works facility. Finally, Ken Lee will give an update on the Aurora Park project.

## **Resolution Authorizing Offering of GO Bonds and Temp Notes (Item A)**

This Resolution authorizes the sale of general obligation bonds and Temporary Notes. The bond will be for 20 years and special assessments collected from the benefiting lots will cover the annual bond payments. The specific projects covered by the bonds and temp notes are listed in the packet. Kevin Cowan will be at the meeting to answer any questions.

## **Agreement with MABCD (Item B)**

With the upcoming retirement of Keith Price, Bel Aire will need to find an alternative way to provide plan review, building inspections and other services related to industrial and commercial buildings. Staff researched how other cities of our size manage commercial inspections and found that nearly all surrounding cities partner with the Metropolitan Area Building and Construction Department (MABCD) for these types of inspections. With this knowledge, staff



met with MABCD to negotiate an agreement and establish a process for them to conduct inspections for new industrial and commercial buildings in Bel Aire. City Council then discussed this issue at length at the October 8<sup>th</sup> workshop. Although the number of buildings needing inspections is relatively small, without this capability, there is a risk of delaying business development in Bel Aire. The Bel Aire City Attorney has reviewed the agreement in your packet.

#### **Ordinance and PUD Agreement for PUD-24-03 (Items C-D)**

This property has been zoned R-4 since 2008 and was replatted in 2020. The R-4 zoning district has a 10' side yard setback requirement. Without knowledge of our processes, the developer hired a surveying company that completed a metes and bounds survey to split the lots. This survey was filed with the Sedgwick County Register of Deeds Office, which accepted and processed the lot split. This situation has created zoning and building code issues. In order to rectify this situation, the Developer filed for a Planned Unit Development. At their September meeting, the Planning Commission held a public hearing on this matter and voted to approve the PUD. Staff and the developer will be at the meeting to discuss this issue in length and answer any questions you may have.

#### **Supplemental Agreement # 2 with Garver for Woodlawn (Item E)**

Because Woodlawn is an open project, KDOT requires that regular inspections continue: daily inspections for traffic control and bi-weekly inspections for stormwater pollution protection. City Staff does not have the necessary qualifications to be able to fulfill these requirements of the contract between the City and KDOT. Anne has provided a detailed staff report in your packet and will be at the meeting to answer questions.

#### **Ordinances Incorporating 2024 STO & UPOC (Item F-G)**

Published by the League of Kansas Municipalities, the Uniform Public Offense Code (UPOC) and Standard Traffic Ordinance (STO) are designed to be comprehensive ordinances that cities may adopt by reference. This has been Bel Aire's practice for many years now. The 2024 editions of the STO and UPOC have been reviewed by City Attorney Maria Schrock. City Council discussed the STO and UPOC at their workshop on October 8<sup>th</sup>. Now, two Ordinances come before Council to formally adopt the latest editions of the STO and UPOC. Maria has also included a staff report in the packet. Maria will be present at the meeting to answer any questions.

#### **Executive Session**

Staff has no need for an executive session at this time.