



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
March 18, 2025 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

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

III. OPENING PRAYER: Father Terry Hedrick

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

- A.** Approval of Minutes of the March 4, 2025 City Council meeting.
- B.** Approval of the City Council Special Meeting Minutes of March 11, 2025.
- C.** Accept Revised Petitions for Sanitary Sewer, Storm Water and Water Distribution System Improvements to serve Chapel Landing 6th Addition.
- D.** Adopt Resolutions (3) Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer, Storm Water Sewer, and Water Distribution System Improvements/Chapel Landing 6th Addition); And Amending, Restating And Repealing Resolutions Nos. R-2024-07, R-2024-08, R-2024-09.
- E.** Accept Petitions for Phase 1 Paving, Sanitary Sewer, Storm Water Drainage, and Water Distribution System Improvements to serve Skyview at Webb Addition.
- F.** Adopt Resolutions (4) Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Paving, Sanitary Sewer, Storm Water, and Water Distribution System Improvements/Skyview At Webb Addition - Phase 1).

- G. Accept Petitions for Phase 2 Paving, Sanitary Sewer, and Water Distribution System Improvements to serve Skyview at Webb Addition.**
- H. Adopt Resolutions (3) Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Paving, Sanitary Sewer, and Water Distribution System Improvements/Skyview At Webb Addition - Phase 2).**

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

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

- A. Consideration of Appropriations Ordinance No. 25-05 in the amount of \$368,614.68.**

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 25-05.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

- A. Barry Smith, Director of Finance - 2026 Budget Calendar**

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

X. REPORTS

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

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

- A. Consideration of an Agreement Concerning the Development of Skyview at Webb Addition, an Addition to the City of Bel Aire, Kansas.**

Action: Motion to (approve / deny / table) an Agreement Concerning the Development of Skyview at Webb Addition, an Addition to the City of Bel Aire, Kansas and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration of the dedication of streets and other public ways, service and utility easements and land dedicated for public use as shown on the Final Plat of Skyview at Webb Addition (SD-24-04).

Action: Motion to (accept / deny / table) the dedications within the Skyview at Webb Addition and authorize all required signatures.

Motion _____ Second _____ Vote _____

C. Consideration of a bid for Water, Sanitary Sewer, Storm Sewer and Paving Improvements to serve Chapel Landing 6th Addition. Three bids were received:

<u>Bidder</u>	<u>Total Bid w/ Asphalt Paving</u>	<u>Total Bid w/ Concrete Paving</u>
<i>Engineer's Est.</i>	<i>\$1,411,435.00</i>	<i>\$1,411,435.00</i>
Dondlinger	\$2,198,702.65	\$2,375,334.65
Mies	\$1,982,486.95	\$2,119,499.15
Nowak	\$1,954,437.45	\$2,146,785.45

Action: Motion to (accept / deny / table) the bid from _____ for (Asphalt / Concrete) Paving and Water, Sanitary Sewer, and Storm Sewer Improvements to serve Chapel Landing 6th Addition in the amount not to exceed \$ _____ and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

D. Consideration Of An Ordinance Annexing Three Tracts Of Land Into The City Of Bel Aire, Kansas, Which Have A Common Boundary With The City of Bel Aire, Per The Request of Sedgwick County, And In Accordance With K.S.A. 12-520(e).

Action: Motion to (adopt / deny / table) An Ordinance annexing the three tracts of land, as described in Sedgwick County Resolution 223-2024, into the City of Bel Aire, Kansas, and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Tom Schmitz _____ John Welch _____ Jim Benage _____

E. Consideration of A Resolution Declaring The Entire Boundary Of The City Of Bel Aire, Kansas.

Action: Motion to (adopt / deny / table) the Resolution Declaring The Entire Boundary Of The City Of Bel Aire, Kansas, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

F. Consideration of An Ordinance Relating To Illegal Camping

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

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

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

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

A. Rec Activities Jan-Feb 2025

B. City Manager's Report - March 18, 2025

Notice

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



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
March 04, 2025 7:00 PM



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

II. ROLL CALL

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

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, Director of Recreation Brian Hayes, Director of Finance Barry Smith, Chairman Terri Ercolani of the Utility Advisory Committee, City Clerk Melissa Krehbiel, and Bond Counsel Kevin Cowan of Gilmore & Bell, PA.

III. OPENING PRAYER:

A moment of silent prayer was held.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. PROCLAMATION

A. American Red Cross Month - March 2025

Mayor Benage read and signed the proclamation.

VI. DETERMINE AGENDA ADDITIONS: There were no additions.

VII. CONSENT AGENDA

- A. Approval of Minutes of the February 18, 2025 City Council meeting.**
- B. Approve Shocker Fireworks to be located at 4620 N Oliver as qualifying for Fireworks Retail Sales Permit pending Sedgwick County Fire Marshall inspection.**
- C. Approve Waz Up Fireworks, LLC to be located at 9745 E 50th St N (Clinic In A Can) as qualifying for Fireworks Retail Sales Permit pending Sedgwick County Fire Marshall inspection.**

- D. **Approve Wholesale Fireworks to be located at 6334 E. Crestmark Street as qualifying for Fireworks Retail Sales Permit pending Sedgwick County Fire Marshall inspection.**
- E. **Accept a petition for Paving Improvements to serve Arthur Heights Estates.**
- F. **Accept a petition for Water Distribution System Improvements to serve Arthur Heights Estates.**
- G. **Adopt A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Street Improvements/Arthur Heights Estates); And Amending, Restating And Repealing Resolution No. R-2023-08.**
- H. **Adopt A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Water Distribution System Improvements/Arthur Heights Estates).**

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

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

- A. **Consideration of Appropriations Ordinance No. 25-04 in the amount of \$278,692.88.**

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance No. 25-04. Councilmember Schmitz seconded the motion. ***Motion carried 5-0.***

IX. CITY REQUESTED APPEARANCES

- A. **Ken Lee, Garver - award presentation**

Mr. Lee presented a plaque for the ACEC Engineering Excellence Award. The award recognizes Garver Engineering, LLC and the City of Bel Aire for the Cozy Drive paving project.

X. CITIZEN CONCERNS: No one spoke.

XI. REPORTS

- A. **Council Member Reports**

Tyler Dehn reminded residents that the Bel Aire Chamber will hold its monthly luncheon tomorrow. He attended the KDOT transportation safety conference yesterday and plans to attend tomorrow. He reported that he was selected for the Champion's Institute for Smart Growth Cities.

Councilmember Welch reported he recently gave blood.

Councilmember Hamburg reported on the latest CCUA meeting.

B. Mayor's Report

Mayor's Report briefly reported on the February 27th CCUA meeting. A special CCUA meeting will be held on Thursday via Zoom to consider a bond resolution for the plant expansion. The following week, Bel Aire and Park City will consider Ordinances related to the bonds. On March 3rd he attended a reception for CEO Kathy Warden of Northrup Grumman.

C. City Attorney Report

City Attorney Maria Schrock briefly reported on the pros and cons of an auto-renewal agreement, like the program partner agreement on the agenda tonight.

D. City Manager Report

City Manager Ted Henry gave a progress report on the implementation of the new ERP software.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of approving a bid for Paving Improvements to serve Arthur Heights Estates. Four bids were received:

<u>Bidder</u>	<u>Total Bid</u>
Engineer's Est	\$242,346.00
APAC	\$361,732.25
Kansas Paving	\$324,122.00
Pearson	\$337,997.00
Prado	\$310,520.00

MOTION: Councilmember Schmitz moved to accept the bid from Prado Construction in the amount of \$310,520.00 for Paving Improvements to serve Arthur Heights Estates and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. *Motion carried 5-0.*

B. Consideration of A Program Partner Agreement with Wichita Gymnastics, LLC

MOTION: Councilmember Davied moved to approve a Program Partner Agreement with Wichita Gymnastics, LLC as an Automatic Renewal Agreement and authorize the Mayor to sign with the addition of 30 days in the Item 2 blank. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

C. Consideration of Municipal Water Conservation Plan 2025, recommended for approval by the Utility Advisory Committee on 02/12/25.

MOTION: Councilmember Welch moved to adopt the Municipal Water Conservation Plan 2025 as amended to strike Trigger 3 from Stage 4 (p.16), authorize the Mayor to sign, and submit to the City of Wichita. Councilmember Davied seconded the motion. *Motion carried 4-1* with Councilmember Schmitz voting against the motion.

D. Consideration of approving a quote for Computer Replacements for 2025 at a cost not to exceed \$27,697.93.

MOTION: Councilmember Welch moved to approve the quote from ImagineIT for Computer Replacement Program 2025 at a cost not-to-exceed \$27,697. Councilmember Davied seconded the motion. *Motion carried 5-0.*

XIII. EXECUTIVE SESSION

MOTION: Councilmember Hamburg moved to recess into executive session to discuss with legal counsel and receive legal advice related to pending litigation. 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 Engineer, City Attorney, and Katherine Chlumsky. The meeting will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 8:15 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council then recessed for Executive Session. At 8:16 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. Council Workshop - March 11 at 7:00 p.m.?

The Council briefly discussed the agenda for the upcoming workshop, which will be held next Tuesday. City Manager Ted Henry noted that a special meeting of the City Council will be held at 7:00 p.m. immediately before the workshop, to discuss CCUA bonds.

XV. ADJOURNMENT

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



MINUTES CITY COUNCIL SPECIAL MEETING

7651 E. Central Park Ave, Bel Aire, KS
March 11, 2025 7:00 PM



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

II. ROLL CALL

Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Tom Schmitz, and John Welch were present. Also present were City Manager Ted Henry and City Attorney Maria Schrock.

III. READING BY CITY ATTORNEY: The written request for special meeting was read aloud by City Attorney Maria Schrock.

A. Request for A Special City Council Meeting 3-10-2025

The written request for special meeting is attached to these minutes (p. 2).

IV. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of An Ordinance Supplementing Ordinance Nos. 365, 417, 457, 517, 586 And 618 Of The City Of Bel Aire, Kansas; Authorizing The Execution Of An Amended And Restated Sixth Supplemental Water Supply And Wastewater Service Agreement With Chisholm Creek Utility Authority; And Authorizing All Other Necessary Documents And Actions With Respect Thereto.

MOTION: Councilmember Schmitz moved to approve An Ordinance Supplementing Ordinance Nos. 365, 417, 457, 517, 586 And 618 Of The City Of Bel Aire, Kansas; Authorizing The Execution Of An Amended And Restated Sixth Supplemental Water Supply And Wastewater Service Agreement With Chisholm Creek Utility Authority; And Authorizing All Other Necessary Documents And Actions With Respect Thereto. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

V. ADJOURNMENT

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



REQUEST FOR A SPECIAL CITY COUNCIL MEETING



March 10, 2025

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, March 11, at 7:00 p.m., for the purpose of:

- A. Consideration Of An Ordinance Supplementing Ordinance Nos. 365, 417, 457, 517, 586, And 618 Of The City Of Bel Aire, Kansas; Authorizing The Execution Of An Amended And Restated Sixth Supplemental Water Supply And Wastewater Service Agreement With Chisholm Creek Utility Authority; And Authorizing All Other Necessary Documents And Actions With Respect Thereto.

[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 March 10, 2025, 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]

SANITARY SEWER PETITION

REVISED

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

CHAPEL LANDING 6TH ADDITION

Lots 1 through 34, Block A

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

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

(b) That the estimated and probable cost of the foregoing improvements being Seven Hundred Forty-Two Thousand Dollars (\$742,000.00), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 34, Block A, CHAPEL LANDING 6TH ADDITION shall each pay 1/34 of the total cost of the improvements.

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

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

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

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

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

CHAPEL LANDING 6TH ADDITION Lots 1 through 34, Block A		
---	--	--

	TW RENOVATIONS, LLC	
--	---------------------	--

	By:  2/24/25	
	Travis J. Whisler, Managing Member	

THIS PETITION was filed in my office on _____, and was examined, considered and found sufficient by the Governing Body of the City on _____.

City Clerk

CHAPEL LANDING 6TH ADDITION

Wichita, Sedgwick County, Kansas

SANITARY SEWER PETITION

Benefit District: (34 Lots)

Lots 1 Through 34, Block A

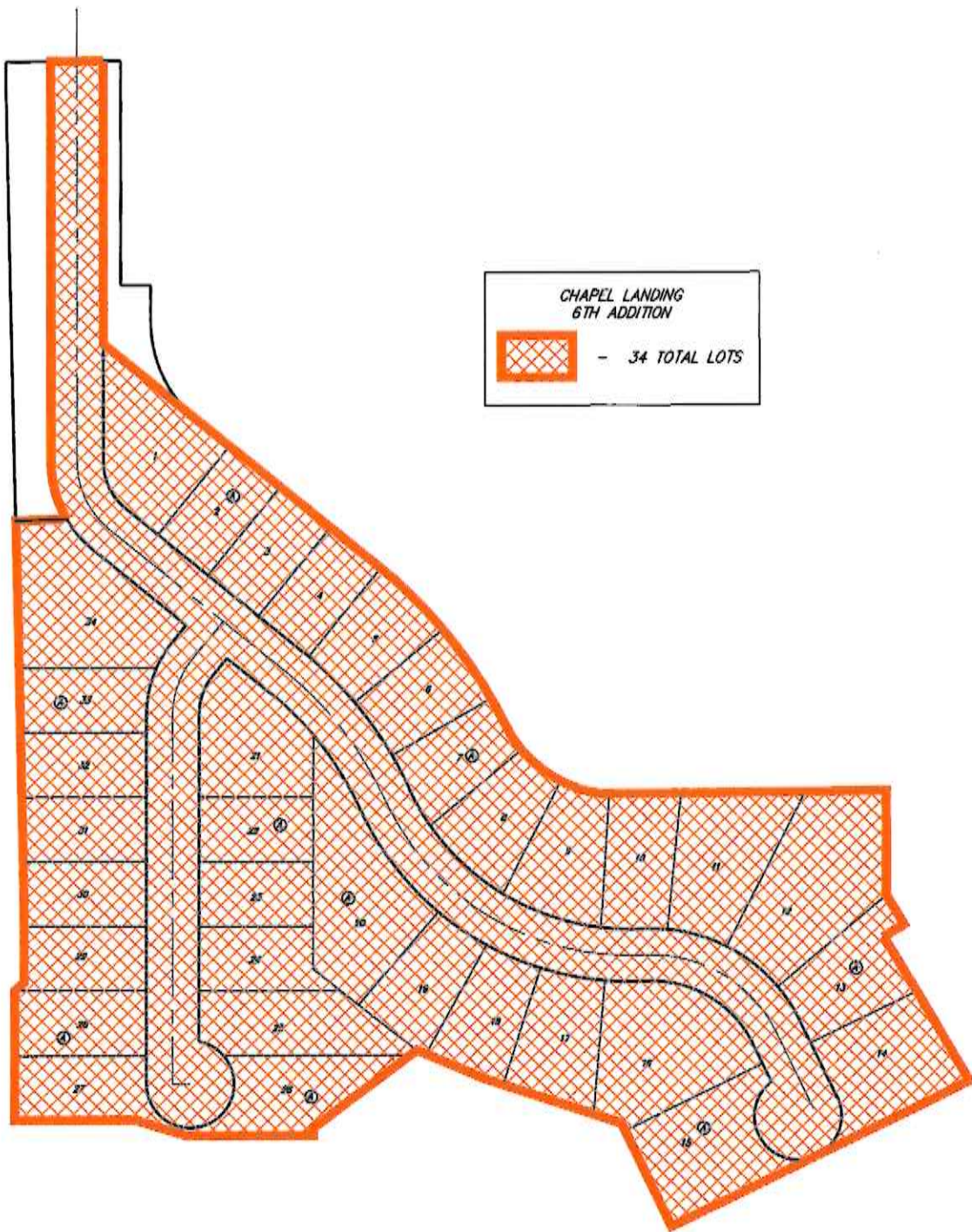
Cost Estimate

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	2575	L.F.	\$65.00	\$167,375.00
Manhole	15	EA.	\$8,000.00	\$120,000.00
Manhole Adjustment	1	EA.	\$2,000.00	\$2,000.00
Risers	68	EA.	\$2,750.00	\$187,000.00
Stub	1	EA.	\$1,500.00	\$1,500.00
Flowable Fill	160	L.F.	\$200.00	\$32,000.00
Sand Backfill (Flushed & Vib.)	775	L.F.	\$20.00	\$15,500.00
Connect to Existing	1	L.S.	\$4,000.00	\$4,000.00
Seeding & Erosion Control	1	L.S.	\$5,000.00	\$5,000.00
Site Clearing and Restoration	1	L.S.	\$15,000.00	\$15,000.00
Subtotal				\$549,375.00
+ 35% Design, Insp., & Administration				\$192,281.25
Total				\$741,656.25

Petition Amount	\$742,000
Average Cost Per Lot	\$21,824
Average Monthly Assessment	\$173 (Based on 15 years @ 5%)
Average Monthly Assessment	\$144 (Based on 20 years @ 5%)

SANITARY SEWER, WATER, STORM WATER SEWER, & STREET PAVING PROJECTS

CHAPEL LANDING 6TH BEL AIRE, SEDGWICK COUNTY, KANSAS



Copyright © 2011 Baughman Company, Inc. All rights reserved. 316-262-7271

STORM WATER SEWER PETITION

REVISED

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

CHAPEL LANDING 6TH ADDITION

Lots 1 through 34, Block A

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

- (a) That there be constructed a storm water sewer system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the improvements is Nine Hundred Sixty-Eight Thousand Dollars (\$968,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after the date of adoption of a resolution authorizing the Improvements.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost for which the improvement district is liable.

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
CHAPEL LANDING 6TH ADDITION Lots 1 through 34, Block A	TW RENOVATIONS, LLC	

By:  2/24/25
Travis J. Whisler, Managing Member

THIS PETITION was filed in my office on _____, and was examined, considered and found sufficient by the Governing Body of the City on _____.

City Clerk

CHAPEL LANDING 6TH ADDITION

Wichita, Sedgwick County, Kansas

STORM WATER SEWER PETITION

Benefit District: (34 Lots)

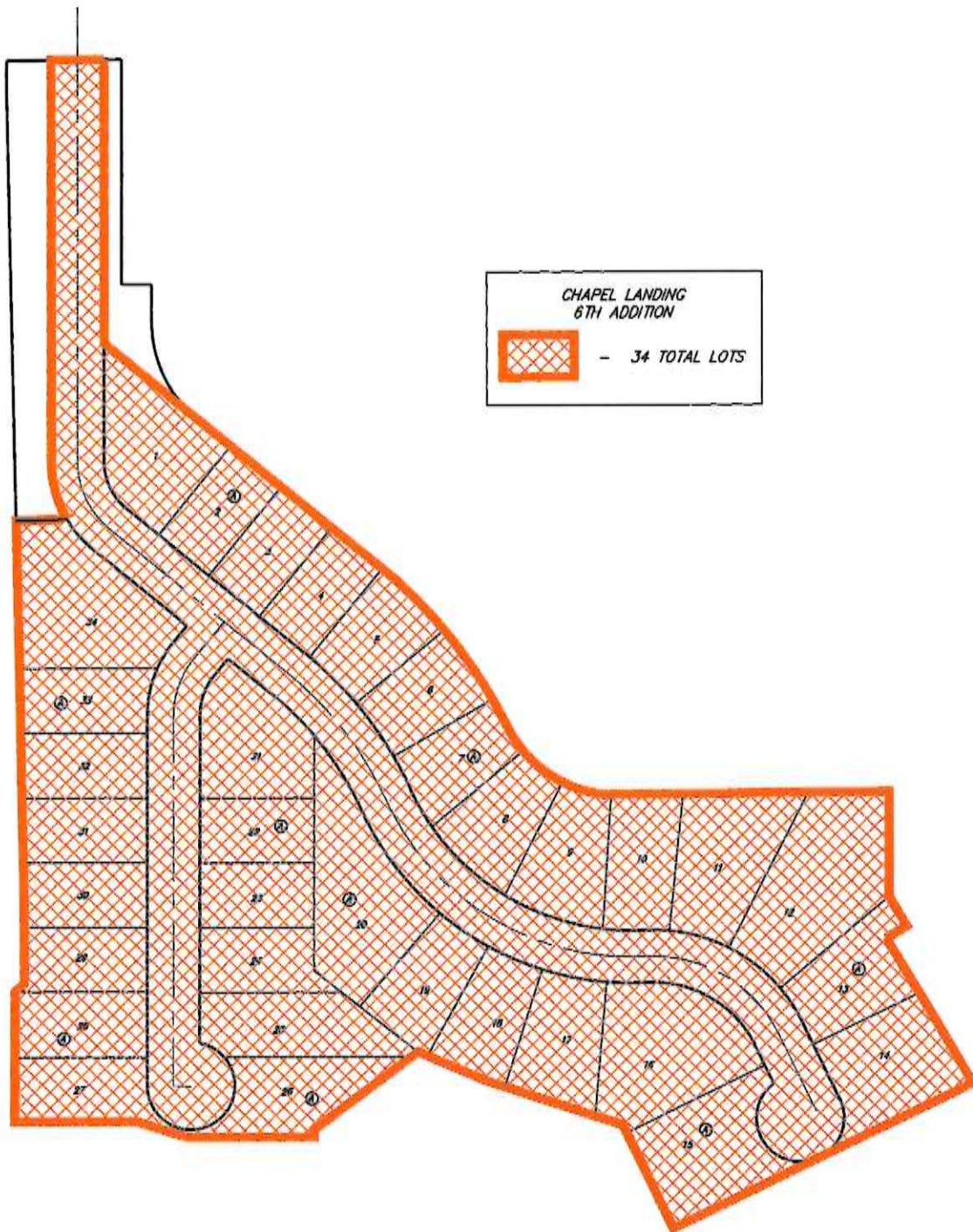
Lots 1 Through 34, Block A

Cost Estimate

Item	Quantity	Unit	Unit Price	Amount
Excavation	50000	C.Y.	\$4.00	\$200,000.00
Mass Grading	1	L.S.	\$40,000.00	\$40,000.00
15" Pipe	1150	L.F.	\$110.00	\$126,500.00
18" Pipe	200	L.F.	\$120.00	\$24,000.00
24" Pipe	800	L.F.	\$140.00	\$112,000.00
Backyard Inlets/Manholes	10	EA.	\$5,500.00	\$55,000.00
End Section	4	EA.	\$2,500.00	\$10,000.00
Curb Inlets	8	EA.	\$10,500.00	\$84,000.00
Sand Backfill	120	L.F.	\$40.00	\$4,800.00
Rip Rap	200	S.Y.	\$100.00	\$20,000.00
Testing	1	L.S.	\$10,000.00	\$10,000.00
Seeding & Erosion Control	1	L.S.	\$10,000.00	\$10,000.00
Site Clearing and Restoration	1	L.S.	\$20,000.00	\$20,000.00
Subtotal				\$716,300.00
+ 35% Design, Insp., & Administration				\$250,705.00
Total				\$967,005.00

Petition Amount	\$968,000
Average Cost Per Lot	\$28,471
Average Monthly Assessment	\$225 (Based on 15 years @ 5%)
Average Monthly Assessment	\$188 (Based on 20 years @ 5%)

CHAPEL LANDING 6TH
BEL AIRE, SEDGWICK COUNTY, KANSAS



WATER DISTRIBUTION SYSTEM PETITION

REVISED

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

CHAPEL LANDING 6TH ADDITION

Lots 1 through 34, Block A

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

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

(b) That the estimated and probable cost of the foregoing improvements being Two Hundred Eighty-Seven Thousand Dollars (\$287,000.00), with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 34, Block A, CHAPEL LANDING 6TH ADDITION shall each pay 1/34 of the total cost of the improvements.

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>CHAPEL LANDING 6TH ADDITION</u> Lots 1 through 34, Block A	TW RENOVATIONS, LLC	

By:  2/24/25
Travis J. Whisler, Managing Member

THIS PETITION was filed in my office on _____, and
was examined, considered and found sufficient by the Governing Body of the City on
_____.

City Clerk

CHAPEL LANDING 6TH ADDITION

Wichita, Sedgwick County, Kansas

WATER PETITION

Benefit District: (34 Lots)
 Lots 1 Through 34, Block A

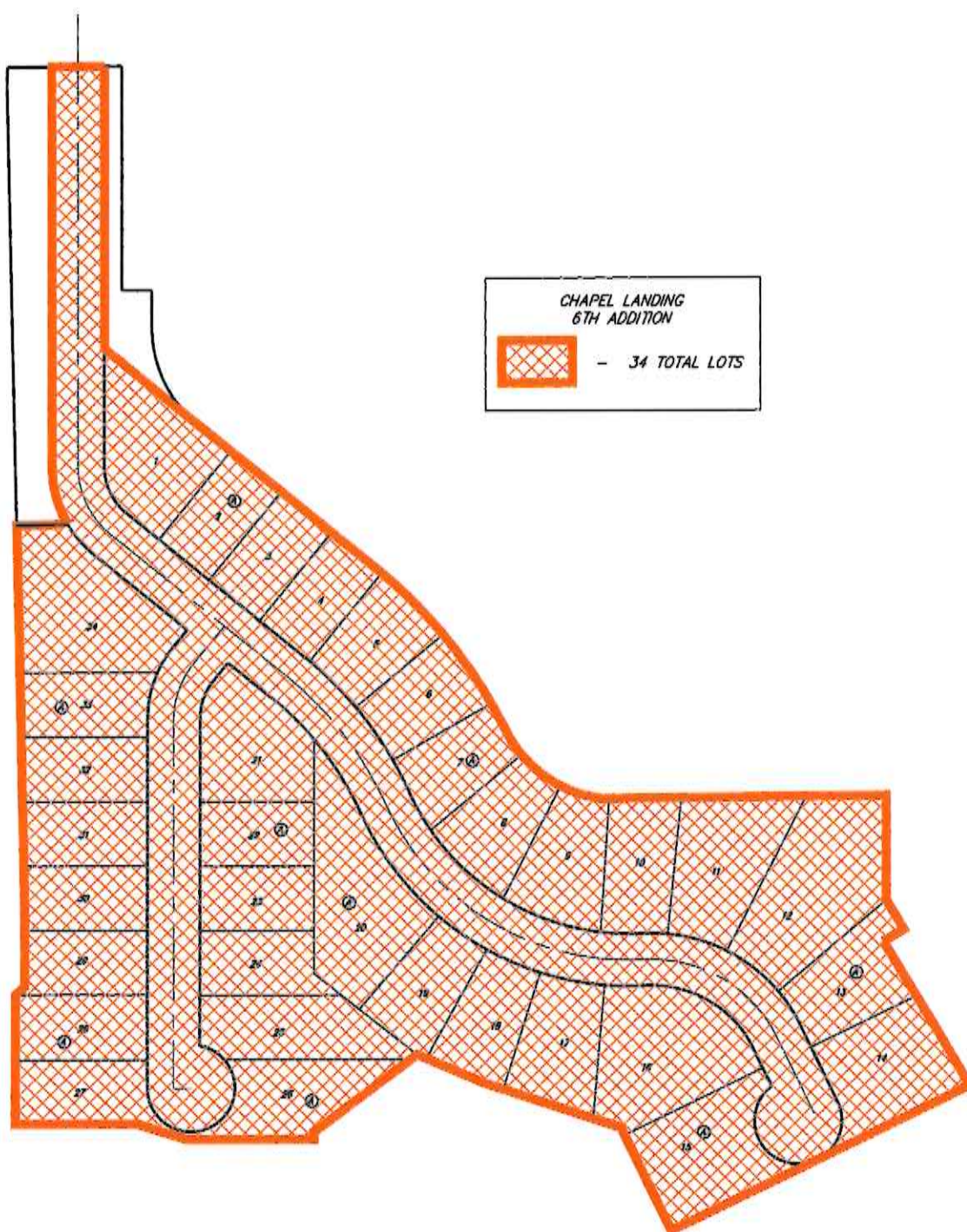
Cost Estimate

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	2450	L.F.	\$55.00	\$134,750.00
Fire Hydrants	3	EA.	\$10,000.00	\$30,000.00
Temporary Blowoff	2	EA.	\$3,000.00	\$6,000.00
Valves	3	EA.	\$3,500.00	\$10,500.00
Test Stations	2	EA.	\$5,000.00	\$10,000.00
Sand Backfill (Flushed & Vib.)	170	L.F.	\$20.00	\$3,400.00
Connect to Existing	1	L.F.	\$2,500.00	\$2,500.00
Seeding & Erosion Control	1	L.S.	\$3,000.00	\$3,000.00
Site Clearing and Restoration	1	L.S.	\$12,000.00	\$12,000.00
Subtotal				\$212,150.00
+ 35% Design, Insp., & Administration				\$74,252.50
Total				\$286,402.50

Petition Amount	\$287,000
Average Cost Per Lot	\$8,441
Average Monthly Assessment	\$67 (Based on 15 years @ 5%)
Average Monthly Assessment	\$56 (Based on 20 years @ 5%)

SANITARY SEWER, WATER, STORM WATER SEWER, & STREET PAVING PROJECTS

CHAPEL LANDING 6TH
BEL AIRE, SEDGWICK COUNTY, KANSAS



Gilmore & Bell, P.C.
03/11/2025

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MARCH 18, 2025

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

Absent:

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

* * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CHAPEL LANDING 6TH ADDITION); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-2024-07.

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-24-_____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/11/2025

(Published on the City website, www.belaireks.gov, on March __, 2025)

RESOLUTION NO. R-25-_____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CHAPEL LANDING 6TH ADDITION); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-2024-07.

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

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

WHEREAS, the new Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. R-2024-07 of the City.

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

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

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

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

(b) The estimated or probable cost of the Improvements is: \$742,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 1 through 34, Block A; Chapel Landing 6th Addition, to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 34, Block A; Chapel Landing 6th Addition, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/34 of the total assessed cost of the Improvements.

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

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

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

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

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of Resolution No. R-2024-07, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. R-2024-07 are hereby amended, restated and repealed.

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on March 18, 2025.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 18, 2025 as the same appears of record in my office.

DATED: March 18, 2025.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
03/11/2025

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MARCH 18, 2025

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

Absent:

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

* * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER SEWER IMPROVEMENTS/CHAPEL LANDING 6TH ADDITION); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-2024-08.

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-25-_____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/11/2025

(Published on the City website, www.belaireks.gov, on March __, 2025)

RESOLUTION NO. R-25-_____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER SEWER IMPROVEMENTS/CHAPEL LANDING 6TH ADDITION).

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

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

WHEREAS, the new Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. R-2024-08 of the City.

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

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

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

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

(b) The estimated or probable cost of the Improvements is: \$968,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 1 through 34, Block A; Chapel Landing 6th Addition, to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 34, Block A; Chapel Landing 6th Addition, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/34 of the total assessed cost of the Improvements.

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

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

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

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

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of Resolution No. R-2024-08, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. R-2024-08 are hereby amended, restated and repealed.

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on March 18, 2025.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 18, 2025 as the same appears of record in my office.

DATED: March 18, 2025.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
03/11/2025

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MARCH 18, 2025

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

Absent:

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

* * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS/ CHAPEL LANDING 6TH ADDITION); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-2024-09.

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-24-_____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/11/2025

(Published on the City website, www.belaireks.gov, on March __, 2025)

RESOLUTION NO. R-25-_____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS/ CHAPEL LANDING 6TH ADDITION); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-2024-09.

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

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

WHEREAS, the new Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. R-2024-09 of the City.

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

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

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

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

(b) The estimated or probable cost of the Improvements is: \$287,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 1 through 34, Block A; Chapel Landing 6th Addition, to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 34, Block A; Chapel Landing 6th Addition, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/34 of the total assessed cost of the Improvements.

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

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

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

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

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of Resolution No. R-2024-09, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. R-2024-09 are hereby amended, restated and repealed.

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on March 18, 2025.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 18, 2025 as the same appears of record in my office.

DATED: March 18, 2025.

Melissa Krehbiel, Clerk

PAVING PETITION
PHASE 1

To the Mayor and City Council
 Bel Aire, Kansas

Dear Council Members:

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

SKYVIEW AT WEBB ADDITION

Lots 9 through 38, Block 1;
 Lots 15 through 24, Block 2;

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

- (a) That there be constructed within the area described above, pavement on Joshua Street from N. Webb Road west to the west edge of Lot 9, Block 1, including Joshua Court from the south edge of Joshua Street to the southwest ending in a cul-de-sac near Lots 22 and 23, Block 1. Sidewalk from the N. Webb Road right-of-way west to the west edge of Lot 9, Block 1. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement is Eight Hundred Thousand Dollars (\$800,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 9 through 36, Block 1; and Lots 15 through 21, Block 2; Skyview at Webb Addition shall each pay 151/10000 of the total cost payable by the improvement district. Lot 37, Block 1; Skyview at Webb Addition shall pay 869/10000 of the total cost payable by the improvement district. Lot 38, Block 1; Skyview at Webb Addition shall pay 890/10000 of the total cost payable by the improvement district. Lot 22, Block 2; Skyview at Webb Addition shall pay 864/10000 of the total cost payable by the improvement district. Lot 23, Block 2; Skyview at Webb Addition shall pay 867/10000 of the total cost payable by the improvement district. Lot 24, Block 2; Skyview at Webb Addition shall pay 1225/10000 of the total cost payable by the improvement district.

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

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

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

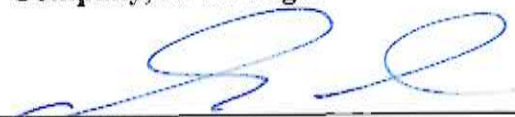

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

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

5. That when this petition has been filed with the City Clerk and it has been certified that

the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>SKYVIEW AT WEBB ADDITION</u> Lots 9 through 38, Block 1; and Lots 15 through 24, Block 2; Skyview at Webb Addition, an addition to Bel Aire, Kansas.	NEW HOLLAND CAPITAL, LLC a Kansas Limited Liability Company By: IANC, LLC, a Kansas Limited Liability Company, its Manager	
	By:  Isaiah Ast, Manager	2/18/25
	By:  Nicholas Cowgill, Manager	2/21/25

**SKYVIEW AT WEBB ADDITION
PAVING PHASE 1 PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
Comb Curb and Gutter	3140	LF	\$ 15.00		\$ 47,100.00
Base Coarse	5220	SY	\$ 10.00		\$ 52,200.00
Concrete Pavement (Reinforced)	4350	SY	\$ 75.00		\$ 326,250.00
Sidewalk Ramps	2	EA	\$ 1,500.00		\$ 3,000.00
Sidewalk	4050	SF	\$ 5.00		\$ 20,250.00
Excavation (Cut/Fill)	1000	CY	\$ 10.00		\$ 10,000.00
Mobilization	1	LS	\$ 10,000.00		\$ 10,000.00
Site Clearing & Restoration	1	LS	\$ 50,000.00		\$ 50,000.00
BMP	1	LS	\$ 5,000.00		\$ 5,000.00
Signage	1	LS	\$ 2,500.00		\$ 2,500.00
Seeding	1	LS	\$ 2,000.00		\$ 2,000.00
Temp. Turnaround	700	SY	\$ 15.00		\$ 10,500.00
			Contingencies @ 10% +/-		\$ 53,880.00
			Construction Total		\$ 592,680.00
			35% Engineering, Administration, Etc.		\$ 207,438.00
			TOTAL		\$ 800,118.00

For Petition Use \$800,000.00

SANITARY SEWER PETITION
PHASE 1

To the Mayor and City Council
 Bel Aire, Kansas

Dear Council Members:

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

SKYVIEW AT WEBB ADDITION

Lots 6 through 38, Block 1;
 Lots 1 through 24, Block 2;

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Four Hundred Forty Six Thousand Dollars (\$446,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

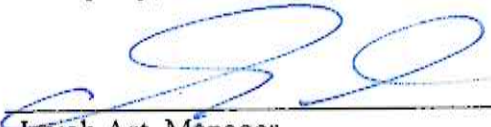

Lots 6 through 36, Block 1; and Lots 1 through 21, Block 2; Skyview at Webb Addition shall each pay 121/10000 of the total cost payable by the improvement district. Lot 37, Block 1; Skyview at Webb Addition shall pay 681/10000 of the total cost payable by the improvement district. Lot 38, Block 1; Skyview at Webb Addition shall pay 706/10000 of the total cost payable by the improvement district. Lot 22, Block 2; Skyview at Webb Addition shall pay 678/10000 of the total cost payable by the improvement district. Lot 23, Block 2; Skyview at Webb Addition shall pay 680/10000 of the total cost payable by the improvement district. Lot 24, Block 2; Skyview at Webb Addition shall pay 963/10000 of the total cost payable by the improvement district.

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

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment

under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>SKYVIEW AT WEBB ADDITION</u> Lots 6 through 38, Block 1; and Lots 1 through 24, Block 2; Skyview at Webb Addition, an addition to Bel Aire, Kansas.	NEW HOLLAND CAPITAL, LLC a Kansas Limited Liability Company By: IANC, LLC, a Kansas Limited Liability Company, its Manager	
	By:  Isaiah Ast, Manager	2/18/25
	By:  Nicholas Cowgill, Manager	2/21/25

**SKYVIEW AT WEBB ADDITION
SANITARY SEWER PETITION PHASE 1
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS	3105	LF	\$ 50.00		\$ 155,250.00
Connection to Exist MH	2	LF	\$ 5,000.00		\$ 10,000.00
Manholes	16	EA	\$ 5,500.00		\$ 88,000.00
Risers	21	EA	\$ 1,600.00		\$ 33,600.00
Mobilization	1	LS	\$ 3,500.00		\$ 3,500.00
Site Clearing & Restoration	1	LS	\$ 10,000.00		\$ 10,000.00
			Contingencies @ 10% +/-		\$ 30,035.00
			Construction Total		\$ 330,385.00
			35% Engineering, Administration, Etc.		\$ 115,634.75
			TOTAL		\$ 446,019.75

For Petition Use \$446,000.00

STORM WATER DRAINAGE PETITION
PHASE 1

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

SKYVIEW AT WEBB ADDITION

Lots 1 through 38, Block 1;
Lots 1 through 24, Block 2;
Lots 1 through 12, Block 3;

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

- (a) That there be constructed a storm water drainage system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement is Nine Hundred Thirty Six Thousand Dollars (\$936,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

- (d) That the method of assessment of all costs of the improvement for which the

improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 5, Block 1; and Lots 1 through 12, Block 3; Skyview at Webb Addition shall each pay 40/10000 of the total cost payable by the improvement district. Lots 6 through 8, Block 1; and Lots 1 through 14, Block 2; Skyview at Webb Addition shall each pay 72/10000 of the total cost payable by the improvement district. Lots 9 through 36, Block 1; and Lots 15 through 21, Block 2; Skyview at Webb Addition shall each pay 178/10000 of the total cost payable by the improvement district. Lots 37 and 38, Block 1; and Lot 22, Block 2; Skyview at Webb Addition shall each pay 328/10000 of the total cost payable by the improvement district. Lot 23, Block 2; Skyview at Webb Addition shall pay 325/10000 of the total cost payable by the improvement district. Lot 24, Block 2; Skyview at Webb Addition shall pay 557/10000 of the total cost payable by the improvement district.

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


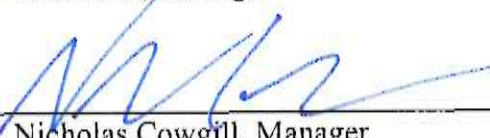
2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>SKYVIEW AT WEBB ADDITION</u> Lots 1 through 38, Block 1; Lots 1 through 24, Block 2; and Lots 1 through 12, Block 3; Skyview at Webb Addition, an addition to Bel Aire, Kansas.	NEW HOLLAND CAPITAL, LLC a Kansas Limited Liability Company By: IANC, LLC, a Kansas Limited Liability Company, its Manager	
	By:  Isaiah Ast, Manager	2/18/25
	By:  Nicholas Cowgill, Manager	2/21/25

**SKYVIEW AT WEBB ADDITION
STORM WATER DRAINAGE PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
Excavation	35000	CY	\$ 3.00		\$ 105,000.00
Compacted Fill	35000	CY	\$ 1.50		\$ 52,500.00
15" SWS	1150	LF	\$ 50.00		\$ 57,500.00
18" SWS	300	LF	\$ 60.00		\$ 18,000.00
24" SWS	880	LF	\$ 70.00		\$ 61,600.00
30" SWS	380	LF	\$ 95.00		\$ 36,100.00
End Section with Rip Rap	5	EA	\$ 5,500.00		\$ 27,500.00
Area Inlet	17	LF	\$ 3,750.00		\$ 63,750.00
Connect to Existing 24"	1	EA	\$ 6,000.00		\$ 6,000.00
Curb Inlet	2	EA	\$ 7,500.00		\$ 15,000.00
BMP	1	LS	\$ 25,000.00		\$ 25,000.00
Mobilization	1	LS	\$ 15,000.00		\$ 15,000.00
Site Clearing & Restoration	1	LS	\$ 30,000.00		\$ 30,000.00
Testing	1	LS	\$ 15,000.00		\$ 15,000.00
Seeding	1	LS	\$ 20,000.00		\$ 20,000.00
			Contingencies @ 15% +/-		\$ 90,411.75
			Construction Total		\$ 693,156.75
			35% Engineering, Administration, Etc.		\$ 242,604.86
			TOTAL		\$ 935,761.61

For Petition Use \$936,000.00

WATER DISTRIBUTION SYSTEM PETITION
PHASE 1

To the Mayor and City Council
 Bel Aire, Kansas

Dear Council Members:

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

SKYVIEW AT WEBB ADDITION

Lots 9 through 38, Block 1;
 Lots 15 through 24, Block 2;

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

- (a) That there be constructed a water distribution system including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Three Hundred Ninety Two Thousand Dollars (\$392,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 9 through 36, Block 1; and Lots 15 through 21, Block 2; Skyview at Webb Addition shall each pay 151/10000 of the total cost payable by the improvement district. Lot 37, Block 1; Skyview at Webb Addition shall pay 869/10000 of the total cost payable by the improvement district. Lot 38, Block 1; Skyview at Webb Addition shall pay 890/10000 of the total cost payable by the improvement district. Lot 22, Block 2; Skyview at Webb Addition shall pay 864/10000 of the total cost payable by the improvement district. Lot 23, Block 2; Skyview at Webb Addition shall pay 867/10000 of the total cost payable by the improvement district. Lot 24, Block 2; Skyview at Webb Addition shall pay 1225/10000 of the total cost payable by the improvement district.

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



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

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>SKYVIEW AT WEBB ADDITION</u> Lots 9 through 38, Block 1; and Lots 15 through 24, Block 2; Skyview at Webb Addition, an addition to Bel Aire, Kansas.	NEW HOLLAND CAPITAL, LLC a Kansas Limited Liability Company By: IANC, LLC, a Kansas Limited Liability Company, its Manager	
	By:  Isaiah Ast, Manager	2/18/25
	By:  Nicholas Cowgill, Manager	2/21/25

**SKYVIEW AT WEBB ADDITION
WATER DISTRIBUTION PHASE 1 PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" Valves	5	EA	\$ 2,000.00		\$ 10,000.00
8" WL	1900	LF	\$ 50.00		\$ 95,000.00
Blowoffs	1	EA	\$ 1,500.00		\$ 1,500.00
Connection to Exist WL	1	EA	\$ 2,500.00		\$ 2,500.00
Hydrants	5	EA	\$ 6,000.00		\$ 30,000.00
Direction Drill	150	LF	\$ 200.00		\$ 30,000.00
Mobilization	1	LS	\$ 2,500.00		\$ 2,500.00
Site Clearing & Restoration	1	LS	\$ 10,000.00		\$ 10,000.00
Long Service	12	EA	\$ 2,000.00		\$ 24,000.00
Short Service	23	EA	\$ 1,500.00		\$ 34,500.00
			Contingencies @ 10% +/-		\$ 26,400.00
			Construction Total		\$ 290,400.00
			35% Engineering, Administration, Etc.		\$ 101,640.00
			TOTAL		\$ 392,040.00

For Petition Use \$392,000.00

Gilmore & Bell, P.C.
03/12/2025

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BELAIRE, KANSAS
HELD ON MARCH 18, 2025

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

Absent:

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

* * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BELAIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/SKYVIEW AT WEBB ADDITION - PHASE 1).

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

Yea: _____.

Nay: _____.

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

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/12/2025

(Published in *The Ark Valley News* on March __, 2025)

RESOLUTION NO. ____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/SKYVIEW AT WEBB ADDITION - PHASE 1).

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

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

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

That there be constructed pavement on Joshua Street from N. Webb Road west to the west edge of Lot 9, Block 1, including Joshua Court from the south edge of Joshua Street to the southwest ending in a cul-de-sac near Lots 22 and 23, Block 1. Sidewalk from the N. Webb Road right-of-way west to the west edge of Lot 9, Block 1. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: \$800,000, exclusive of the cost of interest on borrowed money. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.

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

SKYVIEW AT WEBB ADDITION

Lots 9 through 38, Block 1;
Lots 15 through 24, Block 2

in the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 9 through 36, Block 1; and Lots 15 through 21, Block 2; Skyview at Webb Addition shall each pay 151/10,000 of the total cost payable by the Improvement District. Lot 37, Block 1; Skyview at Webb Addition shall pay 869/10,000 of the total cost payable by the Improvement District. Lot 38, Block 1; Skyview at Webb Addition shall pay 890/10,000 of the total cost payable by the Improvement District. Lot 22, Block 2; Skyview at Webb Addition shall pay 864/10,000 of the total cost payable by the Improvement District. Lot 23, Block 2; Skyview at Webb Addition shall pay 867/10,000 of the total cost payable by the Improvement District. Lot 24, Block 2; Skyview at Webb Addition shall pay 1,225/10,000 of the total cost payable by the Improvement District.

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

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on March 18, 2025.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 18, 2025 as the same appears of record in my office.

DATED: March 18, 2025.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
03/12/2025

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MARCH 18, 2025**

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

Absent:

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

* * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/SKYVIEW AT WEBB ADDITION - PHASE 1).

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

Yea: _____.

Nay: _____.

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

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/12/2025

(Published on the City website, www.belaireks.gov, on March __, 2025)

RESOLUTION NO. ____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/SKYVIEW AT WEBB ADDITION- PHASE 1).

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

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

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

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

(b) The estimated or probable cost of the Improvements is: \$446,000 exclusive of the cost of interest on borrowed money. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.

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

SKYVIEW AT WEBB ADDITION

Lots 6 through 38, Block 1;
Lots 1 through 24, Block 2

in the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 6 through 36, Block 1; and Lots 1 through 21, Block 2; Skyview at Webb Addition shall each pay 121/10,000 of the total cost payable by the Improvement District. Lot 37, Block 1; Skyview at Webb Addition shall pay 681/10,000 of the total cost payable by the Improvement District. Lot 38, Block 1; Skyview at Webb Addition shall pay 706/10,000 of the total cost payable by the Improvement District. Lot 22, Block 2; Skyview at Webb Addition shall pay 678/10,000 of the total cost payable by the Improvement District. Lot 23, Block 2; Skyview at Webb Addition shall pay 680/10,000 of the total cost payable by the Improvement District. Lot 24, Block 2; Skyview at Webb Addition shall pay 963/10,000 of the total cost payable by the Improvement District.

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on March 18, 2025.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 18, 2025 as the same appears of record in my office.

DATED: March 18, 2025.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
03/12/2025

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MARCH 18, 2025**

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

Absent:

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

* * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAINAGE IMPROVEMENTS/SKYVIEW AT WEBB ADDITION - PHASE 1).

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

Yea: _____.

Nay: _____.

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

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/12/2025

(Published on the City website, www.belaireks.gov, on March __, 2025)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAINAGE IMPROVEMENTS/SKYVIEW AT WEBB ADDITION - PHASE 1).

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

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

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

That there be constructed a storm water drainage system to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: \$936,000. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.

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

SKYVIEW AT WEBB ADDITION

Lots 1 through 38, Block 1;

Lots 1 through 24, Block 2;

Lots 1 through 12, Block 3

In the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis, and the fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 5, Block 1; and Lots 1 through 12, Block 3; Skyview at Webb Addition shall each pay 40/10,000 of the total cost payable by the Improvement District. Lots 6 through 8, Block 1; and Lots 1 through 14, Block 2; Skyview at Webb Addition shall each pay 72/10,000 of the total cost payable by the Improvement District. Lots 9 through 36, Block 1; and Lots 15 through 21, Block 2; Skyview at Webb Addition shall each pay 178/10,000 of the total cost payable by the Improvement District. Lots 37 and 38, Block 1; and Lot 22, Block 2; Skyview at Webb Addition shall each pay 328/10,000 of the total cost payable by the Improvement District. Lot 23, Block 2; Skyview at Webb Addition shall pay 325/10,000 of the total cost payable by the Improvement District. Lot 24, Block 2; Skyview at Webb Addition shall pay 557/10,000 of the total cost payable by the Improvement District.

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on March 18, 2025.

(SEAL)

By: _____
Jim Benage, Mayor

ATTEST:

By: _____
Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 18, 2025, as the same appears of record in my office.

DATED: March 18, 2025.

By: _____
Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
03/12/2025

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MARCH 18, 2025**

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

Absent:

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

* * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/SKYVIEW AT WEBB ADDITION - PHASE 1).

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

Yea: _____.

Nay: _____.

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

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/12/2025

(Published on the City website, www.belaireks.gov, on March __, 2025)

RESOLUTION NO. ____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/SKYVIEW AT WEBB ADDITION - PHASE 1).

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

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

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

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

(b) The estimated or probable cost of the Improvements is: \$392,000 exclusive of the cost of interest on borrowed money. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.

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

SKYVIEW AT WEBB ADDITION

Lots 9 through 38, Block 1;
Lots 15 through 24, Block 2

In the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 9 through 36, Block 1; and Lots 15 through 21, Block 2; Skyview at Webb Addition shall each pay 151/10,000 of the total cost payable by the Improvement District. Lot 37, Block 1; Skyview at Webb Addition shall pay 869/10,000 of the total cost payable by the Improvement District. Lot 38, Block 1; Skyview at Webb Addition shall pay 890/10,000 of the total cost payable by the Improvement District. Lot 22, Block 2; Skyview at Webb Addition shall pay 864/10,000 of the total cost payable by the Improvement District. Lot 23, Block 2; Skyview at Webb Addition shall pay 867/10,000 of the total cost payable by the Improvement District. Lot 24, Block 2; Skyview at Webb Addition shall pay 1,225/10,000 of the total cost payable by the Improvement District.

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

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

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

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

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

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

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on March 18, 2025.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 18, 2025 as the same appears of record in my office.

DATED: March 18, 2025.

Melissa Krehbiel, Clerk

PAVING PETITION
PHASE 2

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

SKYVIEW AT WEBB ADDITION

Lots 1 through 8, Block 1;
Lots 1 through 14, Block 2;
Lots 1 through 12, Block 3;

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

- (a) That there be constructed within the area described above, pavement on Joshua Street from the west edge of Lot 9, Block west and connecting to Forbes Street at the west property line of Skyview at Webb Add., including Forbes Street from the north edge of Joshua Street to the northeast and connecting to Plumthicket Street near Lot 1, Block 2 and Lot 1, Block 3. Sidewalk from the west edge of Lot 9, Block 1 west and connecting to sidewalk along Forbes Street at the west property line of Skyview at Webb Add., including sidewalk along Forbes Street from the northern edge of Joshua Street to the northeast and connecting to sidewalk along Plumthicket Street near Lot 1, Block 2 and Lot 1, Block 3. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement is Six Hundred Sixty Six Thousand Dollars (\$666,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 8, Block 1; Lots 1 through 14, Block 2; and Lots 1 through 12, Block 3; Skyview at Webb Addition shall each pay 1/34 of the total cost payable by the improvement district.

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

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

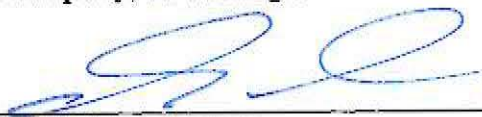
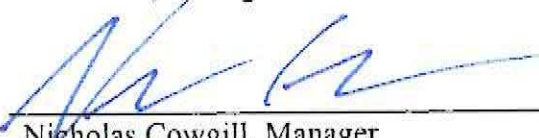
2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>SKYVIEW AT WEBB ADDITION</u> Lots 1 through 8, Block 1; Lots 1 through 14, Block 2; and Lots 1 through 12, Block 3; Skyview at Webb Addition, an addition to Bel Aire, Kansas.	NEW HOLLAND CAPITAL, LLC a Kansas Limited Liability Company By: IANC, LLC, a Kansas Limited Liability Company, its Manager	
	By: 	2/18/25
	Isaiah Ast, Manager	
	By: 	2/21/25
	Nicholas Cowgill, Manager	

SKYVIEW AT WEBB ADDITION
PAVING PHASE 2 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
Comb Curb and Gutter	2550	LF	\$ 15.00		\$ 38,250.00
Base Coarse	4035	SY	\$ 10.00		\$ 40,350.00
Concrete Pavement (Reinforced)	3360	SY	\$ 75.00		\$ 252,000.00
Inlet Adjustment	2	EA	\$ 2,500.00		\$ 5,000.00
Sidewalk Ramps	2	EA	\$ 1,500.00		\$ 3,000.00
Inlet Hookup & Underdrain	2	EA	\$ 2,000.00		\$ 4,000.00
Sidewalk	6300	SF	\$ 5.00		\$ 31,500.00
Excavation (Cut/Fill)	1000	CY	\$ 10.00		\$ 10,000.00
Mobilization	1	LS	\$ 5,000.00		\$ 5,000.00
Site Clearing & Restoration	1	LS	\$ 50,000.00		\$ 50,000.00
BMP	1	LS	\$ 5,000.00		\$ 5,000.00
Signage	1	LS	\$ 2,500.00		\$ 2,500.00
Seeding	1	LS	\$ 2,000.00		\$ 2,000.00
			Contingencies @ 10% +/-		\$ 44,860.00
			Construction Total		\$ 493,460.00
			35% Engineering, Administration, Etc.		\$ 172,711.00
			TOTAL		\$ 666,171.00

For Petition Use \$666,000.00

SANITARY SEWER PETITION
PHASE 2

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

SKYVIEW AT WEBB ADDITION
Lots 1 through 5, Block 1;
Lots 1 through 12, Block 3;

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is One Hundred Forty Two Thousand Dollars (\$142,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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



- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 5, Block 1; and Lots 1 through 12, Block 3; Skyview at Webb Addition shall each pay 1/17 of the total cost payable by the improvement district.

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

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>SKYVIEW AT WEBB ADDITION</u> Lots 1 through 5, Block 1; and Lots 1 through 12, Block 3; Skyview at Webb Addition, an addition to Bel Aire, Kansas.	NEW HOLLAND CAPITAL, LLC a Kansas Limited Liability Company By: IANC, LLC, a Kansas Limited Liability Company, its Manager	
	By: 	2/18/25
	Isaiah Ast, Manager	
	By: 	2/21/25
	Nicholas Cowgill, Manager	

SKYVIEW AT WEBB ADDITION
SANITARY SEWER PETITION PHASE 2
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS	925	LF	\$ 50.00		\$ 46,250.00
Connection to Exist MH	2	LF	\$ 5,000.00		\$ 10,000.00
Manholes	5	EA	\$ 5,500.00		\$ 27,500.00
Mobilization	1	LS	\$ 2,000.00		\$ 2,000.00
Site Clearing & Restoration	1	LS	\$ 10,000.00		\$ 10,000.00
			Contingencies @ 10% +/-		\$ 9,575.00
			Construction Total		\$ 105,325.00
			35% Engineering, Administration, Etc.		\$ 36,863.75
			TOTAL		\$ 142,188.75

For Petition Use \$142,000.00

WATER DISTRIBUTION SYSTEM PETITION
PHASE 2

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

SKYVIEW AT WEBB ADDITION

Lots 1 through 8, Block 1;
Lots 1 through 14, Block 2;
Lots 1 through 12, Block 3;

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

- (a) That there be constructed a water distribution system including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Two Hundred Eighty Three Thousand Dollars (\$283,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 8, Block 1; Lots 1 through 14, Block 2; and Lots 1 through 12, Block 3; Skyview at Webb Addition shall each pay 1/34 of the total cost payable by the improvement district.

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

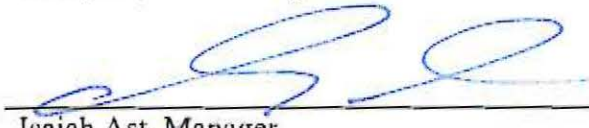
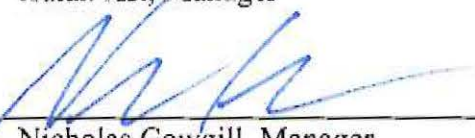
2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>SKYVIEW AT WEBB ADDITION</u> Lots 1 through 8, Block 1; Lots 1 through 14, Block 2; and Lots 1 through 12, Block 3; Skyview at Webb Addition, an addition to Bel Aire, Kansas.	NEW HOLLAND CAPITAL, LLC a Kansas Limited Liability Company By: IANC, LLC, a Kansas Limited Liability Company, its Manager	
	By:  Isaiah Ast, Manager	2/18/25
	By:  Nicholas Cowgill, Manager	2/21/25

SKYVIEW AT WEBB ADDITION
WATER DISTRIBUTION PHASE 2 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" Valves	3	EA	\$ 2,000.00		\$ 6,000.00
8" WL	1250	LF	\$ 50.00		\$ 62,500.00
Connection to Exist WL	3	EA	\$ 2,500.00		\$ 7,500.00
Hydrants	4	EA	\$ 6,000.00		\$ 24,000.00
Mobilization	1	LS	\$ 2,500.00		\$ 2,500.00
Site Clearing & Restoration	1	LS	\$ 10,000.00		\$ 10,000.00
Long Service	20	EA	\$ 2,000.00		\$ 40,000.00
Short Service	14	EA	\$ 1,500.00		\$ 21,000.00
			Contingencies @ 10% +/-		\$ 19,085.00
			Construction Total		\$ 209,935.00
			35% Engineering, Administration, Etc.		\$ 73,477.25
			TOTAL		\$ 283,412.25

For Petition Use \$283,000.00

Gilmore & Bell, P.C.
03/12/2025

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BELAIRE, KANSAS
HELD ON MARCH 18, 2025

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

Absent:

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

* * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BELAIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/SKYVIEW AT WEBB ADDITION - PHASE 2).

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

Yea: _____.

Nay: _____.

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

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/12/2025

(Published on the City website, www.belaireks.gov, on March __, 2025)

RESOLUTION NO. ____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/SKYVIEW AT WEBB ADDITION - PHASE 2).

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

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

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

That there be constructed within the area described below, pavement on Joshua Street from the west edge of Lot 9, Block 1, west and connecting to Forbes Street at the west property line of Skyview at Webb Add., including Forbes Street from the north edge of Joshua Street to the northeast and connecting to Plumthicket Street near Lot 1, Block 2 and Lot 1, Block 3. Sidewalk from the west edge of Lot 9, Block 1 west and connecting to sidewalk along Forbes Street at the west property line of Skyview at Webb Add., including sidewalk along Forbes Street from the northern edge of Joshua Street to the northeast and connecting to sidewalk along Plumthicket Street near Lot 1, Block 2 and Lot 1, Block 3. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

- (b) The estimated or probable cost of the Improvements is: \$666,000 exclusive of the cost of interest on borrowed money. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.

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

SKYVIEW AT WEBB ADDITION

Lots 1 through 8, Block 1;
Lots 1 through 14, Block 2;
Lots 1 through 12, Block 3

in the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 8, Block 1; Lots 1 through 14, Block 2; and Lots 1 through 12, Block 3; Skyview at Webb Addition shall each pay 1/34 of the total cost payable by the Improvement District.

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

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

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

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

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

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

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

ADOPTED by the governing body of the City on March 18, 2025.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 18, 2025 as the same appears of record in my office.

DATED: March 18, 2025.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
03/12/2025

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MARCH 18, 2025**

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

Absent:

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

* * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/SKYVIEW AT WEBB ADDITION - PHASE 2).

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

Yea: _____.

Nay: _____.

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

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/12/2025

(Published on the City website, www.belaireks.gov, on March__, 2025)

RESOLUTION NO. ____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/SKYVIEW AT WEBB ADDITION - PHASE 2).

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

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

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

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

- (b) The estimated or probable cost of the Improvements is: \$142,000 exclusive of the cost of interest on borrowed money. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.

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

SKYVIEW AT WEBB ADDITION
Lots 1 through 5, Block 1;
Lots 1 through 12, Block 3

in the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 5, Block 1; and Lots 1 through 12, Block 3; Skyview at Webb Addition, shall each pay 1/17 of the total cost payable by the Improvement District.

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on March 18, 2025.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 18, 2025 as the same appears of record in my office.

DATED: March 18, 2025.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
03/12/2025

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MARCH 18, 2025**

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

Absent:

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

* * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/SKYVIEW AT WEBB ADDITION - PHASE 2).

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

Yea: _____.

Nay: _____.

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

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/12/2025

(Published on the City website, www.belaireks.gov, on March __, 2025)

RESOLUTION NO. ____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/SKYVIEW AT WEBB ADDITION - PHASE 2).

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

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

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

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

(b) The estimated or probable cost of the Improvements is: \$283,000 exclusive of the cost of interest on borrowed money. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2025.

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

SKYVIEW AT WEBB ADDITION

Lots 1 through 8, Block 1;

Lots 1 through 14, Block 2;

Lots 1 through 12, Block 3

in the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 8, Block 1; Lots 1 through 14, Block 2; and Lots 1 through 12, Block 3; Skyview at Webb Addition shall each pay 1/34 of the total cost payable by the Improvement District.

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

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

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

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

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

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

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on March 18, 2025.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 18, 2025 as the same appears of record in my office.

DATED: March 18, 2025.

Melissa Krehbiel, Clerk



City of Bel Aire, KS

AP **Section VII, Item A.**
By Vendor DBA

Payment Dates 2/26/2025 - 3/12/2025

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0178 -					
AFLAC	EMPLOYEE MONTHLY PREMI...	03/01/2025	03/01/2025		545.52
AFLAC	EMPLOYEE MONTHLY PREMI...	03/01/2025	03/01/2025		138.08
Vendor DBA 0178 - AFLAC Total:					683.60
Vendor DBA: 2790 -					
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYMENT SCREENING	03/04/2025	03/06/2025		35.00
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYMENT SCREENING	03/04/2025	03/06/2025		35.00
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYMENT SCREENING	03/04/2025	03/06/2025		35.00
Vendor DBA 2790 - ARC PHYSICAL THERAPY PLUS Total:					105.00
Vendor DBA: 0054 - AT&T GLOBAL NETWORK					
AT&T GLOBAL NETWORK	INTERNET BACKUP	02/06/2025	03/01/2025		150.00
Vendor DBA 0054 - AT&T GLOBAL NETWORK Total:					150.00
Vendor DBA: 0172 -					
ATLAS ELECTRIC LLC	CENTRAL PARK POLE LIGHTS	02/20/2025	02/28/2025		384.05
ATLAS ELECTRIC LLC	CITY HALL CHRISTMAS LIGHTS	02/20/2025	02/28/2025		221.90
Vendor DBA 0172 - ATLAS ELECTRIC LLC Total:					605.95
Vendor DBA: 1318 -					
BRADY INDUSTRIES OF KS- BR...	CH:JANITORIAL SUPPLIES	02/27/2025	03/06/2025		60.52
Vendor DBA 1318 - BRADY INDUSTRIES OF KS- BRADY PLUS Total:					60.52
Vendor DBA: 2650 -					
BURNS & MCDONNELL ENGIN...	ENGINEERING SERVICES	02/20/2025	02/28/2025		1,195.00
Vendor DBA 2650 - BURNS & MCDONNELL ENGINEERING Total:					1,195.00
Vendor DBA: 2889 -					
CARMELO JONES	YOUTH SPORTS OFFICIAL	03/07/2025	03/07/2025		154.00
Vendor DBA 2889 - CARMELO JONES Total:					154.00
Vendor DBA: 0289 -					
CERTIFIED ENGINEERING DESI...	BEL AIRE LAKES 16TH WATER...	02/25/2025	03/06/2025	014-8830	5,577.00
CERTIFIED ENGINEERING DESI...	BEL AIRE LAKES-SUBDIVISION ...	02/25/2025	03/06/2025	005-8830	5,032.00
CERTIFIED ENGINEERING DESI...	BEL AIRE LAKES-SUBDIVISION ...	02/25/2025	03/06/2025	005-8831	6,561.00
CERTIFIED ENGINEERING DESI...	BEL AIRE LAKES-SUBDIVISION ...	02/25/2025	03/06/2025	005-8832	29,118.00
Vendor DBA 0289 - CERTIFIED ENGINEERING DESIGN Total:					46,288.00
Vendor DBA: 0028 -					
CINTAS CORPORATION	PW UNIFORMS/TOWELS	02/28/2025	03/06/2025		80.42
CINTAS CORPORATION	PW UNIFORMS/TOWELS	02/28/2025	03/06/2025		40.48
CINTAS CORPORATION	PW UNIFORMS/TOWELS	02/28/2025	03/06/2025		132.94
CINTAS CORPORATION	PW UNIFORMS/TOWELS	02/28/2025	03/06/2025		82.47
CINTAS CORPORATION	PD MATS	02/28/2025	03/06/2025		137.02
CINTAS CORPORATION	PW UNIFORMS/TOWELS	02/28/2025	03/06/2025		80.42
CINTAS CORPORATION	PW UNIFORMS/TOWELS	02/28/2025	03/06/2025		40.48
CINTAS CORPORATION	PW UNIFORMS/TOWELS	02/28/2025	03/06/2025		132.94
CINTAS CORPORATION	PW UNIFORMS/TOWELS	02/28/2025	03/06/2025		82.47
CINTAS CORPORATION	PD MATS	03/03/2025	03/06/2025		137.02
CINTAS CORPORATION	PW UNIFORMS/TOWELS	02/28/2025	03/06/2025		81.43
CINTAS CORPORATION	PW UNIFORMS/TOWELS	02/28/2025	03/06/2025		40.98
CINTAS CORPORATION	PW UNIFORMS/TOWELS	02/28/2025	03/06/2025		169.88
CINTAS CORPORATION	PW UNIFORMS/TOWELS	02/28/2025	03/06/2025		83.99
CINTAS CORPORATION	PD MATS	02/28/2025	03/06/2025		137.02
Vendor DBA 0028 - CINTAS CORPORATION Total:					1,459.96
Vendor DBA: 0549 -					
CITY PRINT INC	OFFICE SUPPLIES	02/20/2025	02/28/2025		185.00
Vendor DBA 0549 - CITY PRINT INC Total:					185.00

AP ORDINANCE

Payment Date

Section VII, Item A.

25

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: T1110 -					
COMPLETE KEY AND LOCK	COMBINATION CHANGE	03/03/2025	03/06/2025		85.00
Vendor DBA T1110 - COMPLETE KEY AND LOCK Total:					85.00
Vendor DBA: 2062 -					
CORE & MAIN LP	WATER METER SUPPLIES	02/20/2025	02/28/2025		819.00
Vendor DBA 2062 - CORE & MAIN LP Total:					819.00
Vendor DBA: 0032 -					
DELTA DENTAL PLAN of KANS...	03/25 MONTHLY PREMIUM	03/03/2025	03/03/2025		2,220.51
DELTA DENTAL PLAN of KANS...	03/25 MONTHLY PREMIUM	03/03/2025	03/03/2025		172.14
DELTA DENTAL PLAN of KANS...	03/25 MONTHLY PREMIUM	03/03/2025	03/03/2025		451.95
Vendor DBA 0032 - DELTA DENTAL PLAN of KANSAS Total:					2,844.60
Vendor DBA: 2805 -					
ELLIE WILKINS	YOUTH SPORTS OFFICIAL	03/07/2025	03/07/2025		143.00
Vendor DBA 2805 - ELLIE WILKINS Total:					143.00
Vendor DBA: 1802 -					
EMPOWER RETIREMENT 457	457 CITY MANAGER	02/27/2025	02/27/2025		500.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	02/27/2025	02/27/2025		562.00
Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:					1,062.00
Vendor DBA: 0163 - ESRI, INC					
ESRI, INC	GIS SOFTWARE RENEWAL	03/05/2025	03/06/2025		111.99
Vendor DBA 0163 - ESRI, INC Total:					111.99
Vendor DBA: 0643 -					
FBI - LEEDA	2025 DUES: ATTEBERRY	03/05/2025	03/06/2025		50.00
Vendor DBA 0643 - FBI - LEEDA Total:					50.00
Vendor DBA: 0587 - FEDEX EXPRESS					
FEDEX EXPRESS	SHIPPING/HANDLING	02/25/2025	02/28/2025		442.11
FEDEX EXPRESS	WATER SAMPLES	02/20/2025	02/28/2025		121.04
Vendor DBA 0587 - FEDEX EXPRESS Total:					563.15
Vendor DBA: 0010 -					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	02/27/2025	02/27/2025		12,606.12
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	02/27/2025	02/27/2025		517.38
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	02/27/2025	02/27/2025		917.40
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	02/27/2025	02/27/2025		1,603.04
FICA/FEDERAL W/H	FEDERAL W/H TAXES	02/27/2025	02/27/2025		8,083.96
FICA/FEDERAL W/H	FEDERAL W/H TAXES	02/27/2025	02/27/2025		352.38
FICA/FEDERAL W/H	FEDERAL W/H TAXES	02/27/2025	02/27/2025		394.53
FICA/FEDERAL W/H	FEDERAL W/H TAXES	02/27/2025	02/27/2025		1,171.90
FICA/FEDERAL W/H	MEDICARE/FICA	02/27/2025	02/27/2025		2,948.28
FICA/FEDERAL W/H	MEDICARE/FICA	02/27/2025	02/27/2025		121.00
FICA/FEDERAL W/H	MEDICARE/FICA	02/27/2025	02/27/2025		214.60
FICA/FEDERAL W/H	MEDICARE/FICA	02/27/2025	02/27/2025		374.84
Vendor DBA 0010 - FICA/FEDERAL W/H Total:					29,305.43
Vendor DBA: 0013 -					
FOLEY EQUIPMENT	EQUIPMENT REPAIR/MAINT	02/27/2025	03/06/2025		672.33
FOLEY EQUIPMENT	EQUIPMENT REPAIR/MAINT	02/27/2025	03/06/2025		672.32
FOLEY EQUIPMENT	EQUIPMENT REPAIR/MAINT	02/27/2025	03/06/2025		672.33
FOLEY EQUIPMENT	EQUIPMENT REPAIR/MAINT	02/27/2025	03/06/2025		672.33
Vendor DBA 0013 - FOLEY EQUIPMENT Total:					2,689.31
Vendor DBA: 1570 -					
FOULSTON ATTORNEYS AT L...	LEGAL SERVICES-STREETLIGHT...	02/11/2025	03/06/2025		2,231.98
Vendor DBA 1570 - FOULSTON ATTORNEYS AT LAW Total:					2,231.98
Vendor DBA: 2780 -					
FUTURE PRO INC	RECREATION EQUIPMENT	02/20/2025	02/28/2025		93.00
Vendor DBA 2780 - FUTURE PRO INC Total:					93.00

AP ORDINANCE

Payment Date

Section VII, Item A.

25

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 2277 - GWORKS					
GWORKS	SOFTWARE CONVERSION	02/27/2025	02/28/2025		3,000.00
Vendor DBA 2277 - GWORKS Total:					3,000.00
Vendor DBA: 2599 - HALL'S CULLIGAN WATER					
HALL'S CULLIGAN WATER	WATER SERVICE - PD & CH	02/20/2025	02/28/2025		34.00
HALL'S CULLIGAN WATER	WATER SERVICE - PD & CH	02/20/2025	02/28/2025		34.00
Vendor DBA 2599 - HALL'S CULLIGAN WATER Total:					68.00
Vendor DBA: 0241 -					
HAWKS INTER-STATE PESTMA...	REC-HAWKS PEST CONTROL	12/31/2024	02/28/2025		273.76
HAWKS INTER-STATE PESTMA...	CH-HAWKS PEST CONTROL	02/20/2025	02/28/2025		98.76
HAWKS INTER-STATE PESTMA...	REC-HAWKS PEST CONTROL	02/20/2025	02/28/2025		83.76
Vendor DBA 0241 - HAWKS INTER-STATE PESTMASTERS Total:					456.28
Vendor DBA: 2582 -					
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		11.41
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		5.76
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		17.29
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		17.29
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		5.76
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		11.41
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		98.31
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		23.05
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		11.41
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		28.81
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		5.76
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		28.81
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		28.93
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		-22.12
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		-11.17
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		-33.52
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		-33.52
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		-11.17
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		-22.12
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		-190.58
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		-44.69
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		-22.12
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		-55.86
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		-11.17
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		-55.86
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/04/2025	03/06/2025		-56.09
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		316.54
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		159.90
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		479.70
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		479.70
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		159.90
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		316.54
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		2,728.09
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		639.60
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		316.54
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		799.50
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		159.90
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		799.50
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		802.75
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		5.04
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		2.55
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		7.64
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		7.64
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		2.55
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		5.04
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		43.48

AP ORDINANCE

Payment Date

Section VII, Item A.

25

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		10.19
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		5.04
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		12.74
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		2.55
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		12.74
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/03/2025	03/06/2025		12.79
Vendor DBA 2582 - IMAGINE IT INC Total:					8,012.16
Vendor DBA: 1665 -					
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC	03/03/2025	03/06/2025		390.00
Vendor DBA 1665 - JOY K WILLIAMS, ATTY AT LAW Total:					390.00
Vendor DBA: 0196 -					
K P E R S	KP&F	02/27/2025	02/27/2025		12,688.90
K P E R S	KPERS 1	02/27/2025	02/27/2025		970.94
K P E R S	KPERS 1	02/27/2025	02/27/2025		724.13
K P E R S	KPERS 1	02/27/2025	02/27/2025		488.32
K P E R S	KPERS 2	02/27/2025	02/27/2025		2,358.57
K P E R S	KPERS 2	02/27/2025	02/27/2025		383.15
K P E R S	KPERS 3	02/27/2025	02/27/2025		6,949.96
K P E R S	KPERS 3	02/27/2025	02/27/2025		877.53
K P E R S	KPERS 3	02/27/2025	02/27/2025		1,736.29
Vendor DBA 0196 - K P E R S Total:					27,177.79
Vendor DBA: 2693 -					
KAMERON KONDA	YOUTH SPORTS OFFICIAL	03/07/2025	03/07/2025		187.00
Vendor DBA 2693 - KAMERON KONDA Total:					187.00
Vendor DBA: 1642 -					
KANSAS DEPT HEALTH / ENVI...	C20 1959-01:SEWER LOAN DE...	02/27/2025	03/06/2025		12,968.15
KANSAS DEPT HEALTH / ENVI...	C20 1959-01:SEWER LOAN DE...	02/27/2025	03/06/2025		2,537.35
KANSAS DEPT HEALTH / ENVI...	C20 1959-01:SEWER LOAN DE...	02/27/2025	03/06/2025		339.22
Vendor DBA 1642 - KANSAS DEPT HEALTH / ENVIRONMENT Total:					15,844.72
Vendor DBA: 0197 -					
KANSAS DEPT OF REVENUE	KS STATE W/H	02/27/2025	02/27/2025		4,737.08
KANSAS DEPT OF REVENUE	KS STATE W/H	02/27/2025	02/27/2025		188.76
KANSAS DEPT OF REVENUE	KS STATE W/H	02/27/2025	02/27/2025		328.60
KANSAS DEPT OF REVENUE	KS STATE W/H	02/27/2025	02/27/2025		619.16
Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:					5,873.60
Vendor DBA: 0287 -					
KANSAS GAS SERVICE	CH UTILITIES	02/20/2025	02/26/2025		785.04
KANSAS GAS SERVICE	MAINT PW UTILITIES	02/20/2025	02/26/2025		283.08
KANSAS GAS SERVICE	MAINT PW UTILITIES	02/20/2025	02/26/2025		283.08
KANSAS GAS SERVICE	MAINT PW UTILITIES	02/20/2025	02/26/2025		283.08
KANSAS GAS SERVICE	MAINT PW UTILITIES	02/20/2025	02/26/2025		283.08
KANSAS GAS SERVICE	POOL UTILITIES	02/20/2025	02/26/2025		126.79
KANSAS GAS SERVICE	PUMPHOUSE UTILITIES	02/20/2025	02/26/2025		215.36
KANSAS GAS SERVICE	REC UTILITIES	02/20/2025	02/26/2025		888.78
Vendor DBA 0287 - KANSAS GAS SERVICE Total:					3,148.29
Vendor DBA: 0191 -					
KANSAS RURAL WATER ASSOC...	CONFERENCE REGISTRATION	02/24/2025	02/28/2025		210.00
Vendor DBA 0191 - KANSAS RURAL WATER ASSOCIATION Total:					210.00
Vendor DBA: 0836 -					
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	02/20/2025	02/28/2025		44.18
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	02/20/2025	02/28/2025		34.40
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	02/20/2025	02/28/2025		176.71
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	02/20/2025	02/28/2025		550.44
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	02/20/2025	02/28/2025		117.81
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	02/20/2025	02/28/2025		103.21
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	02/20/2025	02/28/2025		132.54

AP ORDINANCE

Payment Date

Section VII, Item A.

25

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	02/20/2025	02/28/2025		117.81
Vendor DBA 0836 - KANZA CO-OPERATIVE ASSOCIATION Total:					1,277.10
Vendor DBA: 2869 -					
KU LAW ENFORCEMENT TRAIN...	KLEAP-ANNUAL FEE	12/31/2024	02/28/2025		400.00
Vendor DBA 2869 - KU LAW ENFORCEMENT TRAINING CENTER Total:					400.00
Vendor DBA: 0225 -					
LEE REED ENGRAVING, INC	DESK NAME PLATES	02/20/2025	02/28/2025		32.40
Vendor DBA 0225 - LEE REED ENGRAVING, INC Total:					32.40
Vendor DBA: 0264 -					
MARTY A HESS	YOGA INSTRUCTOR	03/07/2025	03/07/2025		135.00
Vendor DBA 0264 - MARTY A HESS Total:					135.00
Vendor DBA: 1966 -					
NATHAN W BRAINARD	YOUTH SPORTS OFFICIAL	03/07/2025	03/07/2025		210.00
Vendor DBA 1966 - NATHAN W BRAINARD Total:					210.00
Vendor DBA: 1345 -					
OREILLY AUTO PARTS	VEHICLE REPAIR/MAINTENAN...	02/25/2025	02/28/2025		163.02
Vendor DBA 1345 - OREILLY AUTO PARTS Total:					163.02
Vendor DBA: 2369 -					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	02/27/2025	02/28/2025		1,801.80
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	03/07/2025	03/07/2025		343.05
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					2,144.85
Vendor DBA: 0281 - POWERPLAN					
POWERPLAN	VEHICLE/EQUIP REPAIR-MAINT	03/04/2025	03/06/2025		128.22
POWERPLAN	VEHICLE/EQUIP REPAIR-MAINT	03/04/2025	03/06/2025		128.22
POWERPLAN	VEHICLE/EQUIP REPAIR-MAINT	03/04/2025	03/06/2025		128.22
POWERPLAN	VEHICLE/EQUIP REPAIR-MAINT	03/04/2025	03/06/2025		128.22
Vendor DBA 0281 - POWERPLAN Total:					512.88
Vendor DBA: 2324 -					
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	02/20/2025	02/28/2025	001-8891	4,742.82
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	02/20/2025	02/28/2025		935.00
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	02/20/2025	02/28/2025		1,700.00
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	02/20/2025	02/28/2025		2,650.00
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	02/20/2025	02/28/2025	020-8832	40,275.00
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	02/25/2025	03/06/2025	005-8860	2,493.25
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	02/25/2025	03/06/2025	005-8861	2,493.25
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	02/25/2025	03/06/2025		10,000.00
Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:					65,289.32
Vendor DBA: 2614 -					
RUSH TRUCK CENTERS	VEHICLE REPAIR/MAINTENAN...	02/26/2025	02/28/2025		279.54
RUSH TRUCK CENTERS	VEHICLE REPAIR/MAINTENAN...	02/26/2025	02/28/2025		279.55
RUSH TRUCK CENTERS	VEHICLE REPAIR/MAINTENAN...	02/26/2025	02/28/2025		279.55
RUSH TRUCK CENTERS	VEHICLE REPAIR/MAINTENAN...	02/26/2025	02/28/2025		279.55
Vendor DBA 2614 - RUSH TRUCK CENTERS Total:					1,118.19
Vendor DBA: 2878 -					
SAMANTHA LOPEZ	EMPLOYEE MILEAGE	03/04/2025	03/06/2025		8.40
Vendor DBA 2878 - SAMANTHA LOPEZ Total:					8.40
Vendor DBA: 1899 - SCKACS					
SCKACS	COURT SERVICES OFFICER	02/20/2025	02/28/2025		400.00
SCKACS	COURT SERVICES OFFICER	02/20/2025	02/28/2025		400.00
Vendor DBA 1899 - SCKACS Total:					800.00
Vendor DBA: 1953 -					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	03/03/2025	03/06/2025		66.06
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	03/03/2025	03/06/2025		113.79
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	03/03/2025	03/06/2025		113.79
Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:					293.64

AP ORDINANCE

Payment Date

Section VII, Item A.

25

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0369 -					
TERESA WADE	TKW INSTRUCTOR	03/07/2025	03/07/2025		160.00
Vendor DBA 0369 - TERESA WADE Total:					160.00
Vendor DBA: 0903 -					
TRIPLETT,WOOLF, GARRETSON..LEGAL SERVICES		03/04/2025	03/06/2025	020-7034	10,168.00
TRIPLETT,WOOLF, GARRETSON..LEGAL SERVICES		03/04/2025	03/06/2025		750.00
Vendor DBA 0903 - TRIPLETT,WOOLF, GARRETSON, LLC Total:					10,918.00
Vendor DBA: 2788 -					
TYLER TECHNOLOGIES INC	ERP PRO 10	02/24/2025	02/28/2025		7,000.00
TYLER TECHNOLOGIES INC	ERP PRO 10	02/24/2025	02/28/2025		6,017.50
TYLER TECHNOLOGIES INC	ERP PRO 10	02/25/2025	02/28/2025		580.00
TYLER TECHNOLOGIES INC	ERP PRO 10	02/25/2025	02/28/2025		3,250.00
TYLER TECHNOLOGIES INC	ERP PRO 10	02/24/2025	02/28/2025		2,755.00
Vendor DBA 2788 - TYLER TECHNOLOGIES INC Total:					19,602.50
Vendor DBA: 2839 -					
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		15.35
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		19.99
UMB - PCARD	Professional Dues & Members...	02/26/2025	02/26/2025		120.00
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		25.00
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		11.00
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		22.00
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		12.84
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		31.22
UMB - PCARD	Training Conferences Hotel & ...	02/26/2025	02/26/2025		201.82
UMB - PCARD	Training Conferences Hotel & ...	02/26/2025	02/26/2025		717.69
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		86.20
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		55.95
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		40.89
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		124.96
UMB - PCARD	Advertising & Marketing	02/26/2025	02/26/2025		120.00
UMB - PCARD	Advertising & Marketing	02/26/2025	02/26/2025		138.00
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		15.48
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		17.17
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		17.38
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		28.00
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		16.75
UMB - PCARD	Professional Dues/Membershi...	02/26/2025	02/26/2025		220.00
UMB - PCARD	Professional Dues & Members...	02/26/2025	02/26/2025		30.00
UMB - PCARD	Professional Dues & Members...	02/26/2025	02/26/2025		100.00
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		14.97
UMB - PCARD	Office Equipment	02/26/2025	02/26/2025		30.99
UMB - PCARD	Office Equipment	02/26/2025	02/26/2025		17.97
UMB - PCARD	Office Equipment	02/26/2025	02/26/2025		9.97
UMB - PCARD	Office Equipment	02/26/2025	02/26/2025		8.07
UMB - PCARD	Publications & Printing	02/26/2025	02/26/2025		68.00
UMB - PCARD	Publications/ Printing	02/26/2025	02/26/2025		500.38
UMB - PCARD	Publications & Printing	02/26/2025	02/26/2025		177.27
UMB - PCARD	Publications & Printing	02/26/2025	02/26/2025		218.04
UMB - PCARD	Uniforms/Clothing	02/26/2025	02/26/2025		671.95
UMB - PCARD	Uniforms/Clothing	02/26/2025	02/26/2025		59.80
UMB - PCARD	Training Conferences	02/26/2025	02/26/2025		35.00
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		1,100.00
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		-45.00
UMB - PCARD	Training Conferences Hotel & ...	02/26/2025	02/26/2025		172.27
UMB - PCARD	Vehicle Repairs & Maintenance	02/26/2025	02/26/2025		10.00
UMB - PCARD	Vehicle Repairs & Maintenance	02/26/2025	02/26/2025		10.00
UMB - PCARD	Vehicle Repairs & Maintenance	02/26/2025	02/26/2025		10.00
UMB - PCARD	Vehicle Repairs & Maintenance	02/26/2025	02/26/2025		10.00
UMB - PCARD	Vehicle Repairs & Maintenance	02/26/2025	02/26/2025		10.00

AP ORDINANCE

Payment Date

Section VII, Item A.

25

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
UMB - PCARD	Vehicle Repairs & Maintenance	02/26/2025	02/26/2025		10.00
UMB - PCARD	Vehicle Repairs & Maintenance	02/26/2025	02/26/2025		10.00
UMB - PCARD	Vehicle Repairs & Maintenance	02/26/2025	02/26/2025		10.00
UMB - PCARD	Vehicle Repairs & Maintenance	02/26/2025	02/26/2025		10.00
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		106.99
UMB - PCARD	Office Equipment	02/26/2025	02/26/2025		611.63
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		250.70
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		425.00
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		415.00
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		240.80
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		240.80
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		375.00
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		385.00
UMB - PCARD	Training/Conferences Hotel &...	02/26/2025	02/26/2025		261.30
UMB - PCARD	Safety Equipment & Supplies	02/26/2025	02/26/2025		120.76
UMB - PCARD	Professional Dues/Membershi...	02/26/2025	02/26/2025		120.00
UMB - PCARD	Office Supplies & Equipment	02/26/2025	02/26/2025		299.99
UMB - PCARD	Vehicle Repairs & Maintenance	02/26/2025	02/26/2025		10.00
UMB - PCARD	Vehicle Repairs & Maintenance	02/26/2025	02/26/2025		10.00
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		209.08
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		55.20
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		34.96
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		26.73
UMB - PCARD	Office Supplies & Equipment	02/26/2025	02/26/2025		22.97
UMB - PCARD	Office Equipment	02/26/2025	02/26/2025		9.99
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		66.79
UMB - PCARD	Vehicle Repairs & Maintenance	02/26/2025	02/26/2025		10.00
UMB - PCARD	Vehicle Repairs & Maintenance	02/26/2025	02/26/2025		10.00
UMB - PCARD	Snow & Ice Removal	02/26/2025	02/26/2025		99.90
UMB - PCARD	Snow & Ice Removal	02/26/2025	02/26/2025		296.00
UMB - PCARD	VEH/EQUIP- REPAIRS/MAINT	02/26/2025	02/26/2025		255.00
UMB - PCARD	Utilities	02/26/2025	02/26/2025		355.60
UMB - PCARD	Professional Dues/Membershi...	02/26/2025	02/26/2025		50.00
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		7.77
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		29.00
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		29.87
UMB - PCARD	Merchandise TSF or Distributi...	02/26/2025	02/26/2025		25.00
UMB - PCARD	Merchandise TSF or Distributi...	02/26/2025	02/26/2025		25.00
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		12.83
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		7.77
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		29.00
UMB - PCARD	Office Supplies	02/26/2025	02/26/2025		25.00
UMB - PCARD	Merchandise TSF or Distributi...	02/26/2025	02/26/2025		25.00
UMB - PCARD	Merchandise TSF or Distributi...	02/26/2025	02/26/2025		25.00
UMB - PCARD	Training/Conferences	02/26/2025	02/26/2025		12.83
UMB - PCARD	Lift Station Operations	02/26/2025	02/26/2025		79.15
Vendor DBA 2839 - UMB - PCARD Total:					11,025.78

Vendor DBA: 2286 -

UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	03/03/2025	03/06/2025		2,545.00
Vendor DBA 2286 - UTILITY MAINTENANCE CONTRACTOR Total:					2,545.00

Vendor DBA: 0989 -

VERIZON	CELL PHONE SERVICE	02/27/2025	03/02/2025		259.27
VERIZON	CELL PHONE SERVICE	02/27/2025	03/02/2025		41.51
VERIZON	CELL PHONE SERVICE	02/27/2025	03/02/2025		720.18
VERIZON	CELL PHONE SERVICE	02/27/2025	03/02/2025		24.34
VERIZON	CELL PHONE SERVICE	02/27/2025	03/02/2025		24.34
VERIZON	CELL PHONE SERVICE	02/27/2025	03/02/2025		244.56
VERIZON	CELL PHONE SERVICE	02/27/2025	03/02/2025		1,039.09
VERIZON	CELL PHONE SERVICE	02/27/2025	03/02/2025		1,603.28

AP ORDINANCE

Payment Da

Section VII, Item A.

25

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
VERIZON	CELL PHONE SERVICE	02/27/2025	03/02/2025		1,039.09
Vendor DBA 0989 - VERIZON Total:					4,995.66
Vendor DBA: 2862 -					
VIANEY PENA	YOUTH SPORTS OFFICIAL	03/07/2025	03/07/2025		44.00
Vendor DBA 2862 - VIANEY PENA Total:					44.00
Vendor DBA: 1076 -					
WICHITA STATE UNIVERSITY	2025 KS GOV'T FIN ASSN ME...	02/25/2025	02/28/2025		75.00
Vendor DBA 1076 - WICHITA STATE UNIVERSITY Total:					75.00
Vendor DBA: 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE					
WILLIAMS JANITORIAL SUPPLY...	JANITORIAL SUPPLIES	02/20/2025	02/28/2025		134.98
Vendor DBA 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE Total:					134.98
Grand Total:					277,139.05

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	94,366.10
200 - Special Street & Highway	11,264.70
320 - Capital Projects Fund 2	106,460.32
355 - Capital Improvement Reserve	25,252.50
520 - Water Utility	11,958.17
530 - Sewer Utility	27,837.26
Grand Total:	277,139.05

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	8,083.96
100-000-000-2016	SOCIAL SECURITY PAYAB...	12,606.12
100-000-000-2018	MEDICARE PAYABLE	2,948.28
100-000-000-2020	STATE TAX PAYABLE	4,737.08
100-000-000-2022	KPERS 1 PAYABLE	970.94
100-000-000-2024	KPERS 2 PAYABLE	2,358.57
100-000-000-2026	KPERS 3 PAYABLE	6,949.96
100-000-000-2028	KP&F PAYABLE	12,688.90
100-000-000-2034	457 DEFERRED COMP P...	1,062.00
100-000-000-2036	AFLAC ACCIDENT PAYAB...	545.52
100-000-000-2056	DENTAL INS PAYABLE	2,220.51
100-000-000-2062	FSA HEALTH PAYABLE	2,144.85
100-100-110-6014	OFFICE SUPPLIES	15.35
100-100-110-6046	TRAINING/CONFERENCES	19.99
100-100-110-6604	VEHICLE REPAIR/MAINT	163.02
100-100-110-7014	IT - MANAGED SERVICES	310.87
100-100-110-7046	COMMUNICATION SERV...	259.27
100-100-120-7046	COMMUNICATION SERV...	41.51
100-100-130-6008	PROFESSIONAL DUES/M...	231.99
100-100-130-6046	TRAINING/CONFERENCES	58.00
100-100-130-7014	IT - MANAGED SERVICES	157.04
100-100-130-7032	ENGINEERING SERVICES -..	10,000.00
100-100-140-6008	PROFESSIONAL DUES/M...	75.00
100-100-140-6014	OFFICE SUPPLIES	44.06
100-100-140-6048	TRAINING/CONFERENCE...	919.51
100-100-140-7014	IT - MANAGED SERVICES	471.11
100-100-150-6014	OFFICE SUPPLIES	183.04
100-100-150-6038	MERCHANDISE TSF OR D...	32.40
100-100-160-6014	OFFICE SUPPLIES	124.96
100-100-160-6030	ADVERTISING & MARKET...	258.00
100-100-160-7014	IT - MANAGED SERVICES	471.11
100-100-170-6014	OFFICE SUPPLIES	32.65
100-100-170-6046	TRAINING/CONFERENCES	62.13
100-100-170-7014	IT - MANAGED SERVICES	157.04
100-100-170-7804	LEGAL SERVICES	750.00
100-120-240-6008	PROFESSIONAL DUES/M...	350.00
100-120-240-6014	OFFICE SUPPLIES	199.97
100-120-240-6018	OFFICE EQUIPMENT	67.00
100-120-240-6028	PUBLICATIONS/PRINTING	963.69
100-120-240-6040	UNIFORMS/CLOTHING	731.75
100-120-240-6046	TRAINING/CONFERENCES	1,090.00
100-120-240-6048	TRAINING/CONFERENCE...	172.27
100-120-240-7014	IT - MANAGED SERVICES	310.87
100-120-240-7804	LEGAL SERVICES	1,190.00
100-120-250-6008	PROFESSIONAL DUES/M...	50.00
100-120-250-6046	TRAINING/CONFERENCES	400.00
100-120-250-6602	VEH/EQUIP REPAIRS & ...	85.00

Account Summary

Account Number	Account Name	Payment Amount
100-120-250-6604	VEHICLE REPAIR/MAINT	90.00
100-120-250-7014	IT - MANAGED SERVICES	2,679.30
100-120-250-7024	CONTRACTUAL SERVICES	480.06
100-120-250-7046	COMMUNICATION SERV...	720.18
100-130-330-7048	UTILITIES	126.79
100-130-340-6028	PUBLICATIONS/PRINTING	66.06
100-130-350-6018	OFFICE EQUIPMENT	718.62
100-130-350-6034	CLEANING SUPPLIES	134.98
100-130-350-6046	TRAINING/CONFERENCES	2,332.30
100-130-350-6048	TRAINING/CONFERENCE...	261.30
100-130-350-6056	PETROLEUM PRODUCTS	44.18
100-130-350-7014	IT - MANAGED SERVICES	628.15
100-130-350-7024	CONTRACTUAL SERVICES	357.52
100-130-350-7036	INSTRUCTORS	1,033.00
100-130-350-7046	COMMUNICATION SERV...	24.34
100-130-350-7048	UTILITIES	888.78
100-130-350-8008	RECREATION EQUIPMENT	93.00
100-150-510-6036	SAFETY EQUIP & SUPPLI...	120.76
100-150-510-6040	UNIFORMS/CLOTHING	242.27
100-150-510-6056	PETROLEUM PRODUCTS	211.11
100-150-510-6602	VEH/EQUIP REPAIRS & ...	1,080.09
100-150-510-7014	IT - MANAGED SERVICES	310.87
100-150-510-7024	CONTRACTUAL SERVICES	384.05
100-150-510-7046	COMMUNICATION SERV...	24.34
100-150-510-7048	UTILITIES	283.08
100-160-610-6008	PROFESSIONAL DUES/M...	120.00
100-160-610-6018	OFFICE EQUIPMENT	299.99
100-160-610-6604	VEHICLE REPAIR/MAINT	20.00
100-160-610-7014	IT - MANAGED SERVICES	785.19
100-160-610-7046	COMMUNICATION SERV...	244.56
100-190-910-6014	OFFICE SUPPLIES	348.94
100-190-910-6018	OFFICE EQUIPMENT	9.99
100-190-910-6034	CLEANING SUPPLIES	127.31
100-190-910-6604	VEHICLE REPAIR/MAINT	20.00
100-190-910-7024	CONTRACTUAL SVCS	354.66
100-190-910-7046	COMMUNICATION SERV...	150.00
100-190-910-7048	UTILITIES	785.04
200-000-000-2014	FEDERAL TAX PAYABLE	352.38
200-000-000-2016	SOCIAL SECURITY PAYAB...	517.38
200-000-000-2018	MEDICARE PAYABLE	121.00
200-000-000-2020	STATE TAX PAYABLE	188.76
200-000-000-2022	KPERS 1 PAYABLE	724.13
200-000-000-2036	AFLAC ACCIDENT PAYAB...	138.08
200-210-200-6040	UNIFORMS/CLOTHING	121.94
200-210-200-6056	PETROLEUM PRODUCTS	668.25
200-210-200-6200	SNOW & ICE REMOVAL	395.90
200-210-200-6602	VEH/EQUIP REPAIRS & ...	1,055.54
200-210-200-6604	VEHICLE REPAIR/MAINT	279.55
200-210-200-7014	IT - MANAGED SERVICES	157.04
200-210-200-7046	COMMUNICATION SERV...	1,039.09
200-210-200-7048	UTILITIES	638.68
200-210-200-7084	LEGAL SERVICES	2,231.98
200-210-200-8014	STREET IMPROVEMENTS	2,635.00
320-320-320-7034	LEGAL SERVICES	10,168.00
320-320-320-8830	DESIGN - WATER	10,609.00
320-320-320-8831	DESIGN - SEWER	6,561.00
320-320-320-8832	DESIGN - PAVING	69,393.00
320-320-320-8860	INSPECTION - WATER	2,493.25

Account Summary

Account Number	Account Name	Payment Amount
320-320-320-8861	INSPECTION - SEWER	2,493.25
320-320-320-8891	OWNER'S REP	4,742.82
355-355-355-7024	CONTRACTUAL SERVICES	22,602.50
355-355-355-8014	STREET IMPROVEMENTS	2,650.00
520-000-000-2014	FEDERAL TAX PAYABLE	394.53
520-000-000-2016	SOCIAL SECURITY PAYAB...	917.40
520-000-000-2018	MEDICARE PAYABLE	214.60
520-000-000-2020	STATE TAX PAYABLE	328.60
520-000-000-2024	KPERS 2 PAYABLE	383.15
520-000-000-2026	KPERS 3 PAYABLE	877.53
520-000-000-2056	DENTAL INS PAYABLE	172.14
520-210-520-6008	PROFESSIONAL DUES/M...	50.00
520-210-520-6014	OFFICE SUPPLIES	36.77
520-210-520-6018	OFFICE EQUIPMENT	29.87
520-210-520-6026	POSTAGE	121.04
520-210-520-6028	PUBLICATIONS/PRINTING	113.79
520-210-520-6038	MERCHANDISE TSF OR D...	50.00
520-210-520-6040	UNIFORMS/CLOTHING	435.76
520-210-520-6046	TRAINING/CONFERENCES	231.23
520-210-520-6056	PETROLEUM PRODUCTS	235.75
520-210-520-6500	WATER SYSTEM SUPPLIES	819.00
520-210-520-6602	VEH/EQUIP REPAIRS & ...	1,080.10
520-210-520-6802	WATER SYSTEM MAINT/...	2,545.00
520-210-520-7014	IT - MANAGED SERVICES	785.19
520-210-520-7024	CONTRACTUAL SERVICES	35.00
520-210-520-7046	COMMUNICATION SERV...	1,603.28
520-210-520-7048	UTILITIES	498.44
530-000-000-2014	FEDERAL TAX PAYABLE	1,171.90
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,603.04
530-000-000-2018	MEDICARE PAYABLE	374.84
530-000-000-2020	STATE TAX PAYABLE	619.16
530-000-000-2022	KPERS 1 PAYABLE	488.32
530-000-000-2026	KPERS 3 PAYABLE	1,736.29
530-000-000-2056	DENTAL INS PAYABLE	451.95
530-210-530-6014	OFFICE SUPPLIES	36.77
530-210-530-6018	OFFICE EQUIPMENT	25.00
530-210-530-6026	POSTAGE	442.11
530-210-530-6028	PUBLICATIONS	113.79
530-210-530-6038	MERCHANDISE TSF OR D...	50.00
530-210-530-6040	UNIFORMS/CLOTHING	248.93
530-210-530-6046	TRAINING/CONFERENCES	12.83
530-210-530-6056	PETROLEUM PRODUCTS	117.81
530-210-530-6602	VEH/EQUIP REPAIRS & ...	1,080.10
530-210-530-6806	LIFT STATION OPERATIO...	79.15
530-210-530-7014	IT - MANAGED SERVICES	788.38
530-210-530-7024	CONTRACTUAL SERVICES	35.00
530-210-530-7046	COMMUNICATION SERV...	1,039.09
530-210-530-7048	UTILITIES	283.08
530-210-530-7800	ENGINEERING SERVICES	1,195.00
530-210-530-8700	DEBT SERVICE PRINCIPAL	12,968.15
530-210-530-8702	DEBT SERVICE INTEREST	2,537.35
530-210-530-8704	DEBT SERVICE FISCAL FE...	339.22
Grand Total:		277,139.05

Project Account Summary

Project Account Key	Payment Amount
None	170,678.73
001-8891	4,742.82

Project Account Summary

Project Account Key	Payment Amount
005-8830	5,032.00
005-8831	6,561.00
005-8832	29,118.00
005-8860	2,493.25
005-8861	2,493.25
014-8830	5,577.00
020-7034	10,168.00
020-8832	40,275.00
Grand Total:	277,139.05



City of Bel Aire, KS

Section VII, Item A.

Payroll Check Register Report Summary

Pay Period: 2/8/2025-2/21/2025

Packet: PYPKT00109 - PP 02/08/25-02/21/25:PAID 02/27/25
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	1	421.34
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	67	91,054.29
Total	68	91,475.63

City of Bel Aire Budget Calendar – FY2026

March 2025

- Prepare the FY2026 Budget Calendar. Train Department Directors on the new budgeting software within ERP system and begin entering in department requests.

April 2025

- April 8th – Discuss FY2026 budget priorities/initiatives with City Council.
City Council Workshop 7:00 PM Bel Aire City Hall
- April 15th – April 30th Schedule Department Head budget meetings to review requests

May 2025

- May 13th – Finalize FY2026 Budget Priorities with City Council
City Council Workshop 7:00 PM Bel Aire City Hall

June 2025

- June 10th – Present First draft of FY2026 Budget.
City Council Workshop 7:00 PM Bel Aire City Hall
- June 16th – June 30th – Review first draft of FY2026 Budget with valuation estimates inserted. Meet with Department Directors to align department budgets with City Council priorities.

July 2025

- July 8th – Present City of Bel Aire valuation data from Sedgwick County – Present 2nd draft of FY2026 Budget.
City Council Workshop 7:00 PM Bel Aire City Hall

August 2025

- August 21st – Publish Revenue Neutral Rate Hearing Notice and FY2026 Budget Hearing Notice in the Ark Valley News (*can publish on September 4th if hearings need to be held on September 16th*)

September 2025

- September 2nd – Hold Revenue Neutral Rate Hearing, Hold the FY2026 Budget Hearing, Adopt the FY2026 Budget.
City Council Workshop 7:00 PM Bel Aire City Hall
- *September 16th - Hold Revenue Neutral Rate Hearing, Hold the FY2026 Budget Hearing, Adopt the FY2026 Budget if published on September 4th*
City Council Meeting 7:00 PM Bel Aire City Hall
- September 17th – Submit all FY2026 Budget documents to Sedgwick County Clerk's Office

October 2025

- October 1st – All FY2026 Budgets documents are certified by Sedgwick County.

**AGREEMENT
CONCERNING THE DEVELOPMENT
OF SKYVIEW AT WEBB ADDITION,
AN ADDITION TO BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between NEW HOLLAND CAPITAL 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 SKYVIEW AT WEBB ADDITION, Bel Aire, Sedgwick County, Kansas (hereinafter, SKYVIEW AT WEBB ADDITION); and

Lots 1 through 38, Block 1, Lots 1 through 24, Block 2, and Lots 1 through 12, Block 3, SKYVIEW AT WEBB ADDITION, an Addition to Bel Aire, Sedgwick County, Kansas

WHEREAS, the CITY is willing to consider platting of said SKYVIEW AT WEBB ADDITION;

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

PURPOSE: This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, approval of this Agreement is a condition precedent to final consideration by the CITY of the DEVELOPER'S request for approval of the final plat on a tract of land more fully described below and herein referred to as SKYVIEW AT WEBB ADDITION.

Specifically, this agreement is to assure that necessary improvements are in place to support development of SKYVIEW AT WEBB ADDITION. Therefore, the DEVELOPER'S compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. 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 SKYVIEW AT WEBB ADDITION 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, and 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 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.

SKYVIEW AT WEBB ADDITION LEGAL DESCRIPTION: The tract of land herein referred to as SKYVIEW AT WEBB ADDITION, Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

The North 882.00 feet of the East 1235.00 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas.

CONTAINING: 1,089,610 square feet or 25.01 acres of land, more or less.

PERMITTED USE: Are as follows:

Lots 1-36, inclusive, Block 1;
 Lots 1-21, inclusive, Block 2;
 Lots 1-12, inclusive, Block 3; and
 Reserves A, B, and C are zoned R-5, as per city ordinances on file.

Lots 37 and 38, Block 1;
 Lots 22, 23, and 24, Block 2; are zoned C-2, as per city ordinances on file.

BUILDING SETBACKS: The minimum building setbacks for residential and/or commercial lots shall be: As per the recorded final plat and/or as per the applicable zoning district.

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 SKYVIEW AT WEBB ADDITION is being developed:

All lots covered by this Agreement shall be subject to the CITY'S stormwater regulations. The Contractor shall install, and the DEVELOPER maintains the stormwater protection devices established by the CITY and the master drainage/grading plan until such time the devices 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 eight (8) 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.

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 SKYVIEW AT WEBB ADDITION shall be limited to the proposed street connections of Webb Road, Plumthicket Street, and Forbes Street, as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in SKYVIEW AT WEBB ADDITION shall be limited to vehicles under 20 tons. Construction traffic shall primarily enter from Webb Road, and secondarily from Plumthicket Street and Forbes Street. DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY and removed as soon as permanent roads are available. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorists and neighbors.

DRAINAGE PLAN. The DEVELOPER must provide a Maintenance Plan within a Homeowner's Association(s) (HOA) Covenant document that will provide adequate provisions to protect the master drainage plan engineered design as such was approved by the CITY. The Maintenance Plan will include but not be limited to how to initiate the maintenance process for the drainage plan, how to inspect, what to inspect, when to inspect, and how to correct drainage problems that are discovered. The appropriate drainage records are to be maintained by the HOA(s). The CITY may request copies of said appropriate drainage records and/or inspection reports to monitor the compliance of the Maintenance Plan on an annual basis. Failure of the HOA(s) to maintain such records or provide such records to the CITY in a timely manner shall be grounds for the CITY, or the CITY'S designee, to conduct an inspection and charge the costs associated with such inspection back to the HOA(s).

DRAINAGE. Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of SKYVIEW AT WEBB ADDITION must be addressed as part of the platting process. The DEVELOPER shall prepare a stormwater 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 stormwater drainage plan, the City Engineer may impose modifications upon such proposed plan as the City Engineer deems necessary to insure the effectiveness of such plan. After approval by the City Engineer of said stormwater drainage plan, including any necessary modifications, the DEVELOPER shall install, or cause to be installed, the improvements pursuant to the drainage plan. At this time it is recognized that the stormwater drainage plan has been approved by the City Engineer with all modifications.

The DEVELOPER shall maintain a master drainage plan throughout the development stage for each parcel, by providing grass and installing landscape to ensure the reduced yard requirements have no consequence to the drainage of the property.

DETENTION PONDS. Detention Pond(s) to serve SKYVIEW AT WEBB ADDITION will be designed and constructed in Reserve "A", and along the north line of the development as per the approved stormwater drainage plan within SKYVIEW AT WEBB ADDITION, City of Bel Aire, Sedgwick County, Kansas. These detention ponds will be designed to control two, twenty-five year storm events and one, hundred-year storm events. 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.

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 Homeowner's and/or Lot Owners Association(s) (HOA) 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 or HOA(s) to maintain such areas and property as described shall be grounds for the CITY to enforce this provision as a nuisance abatement action and charge all costs back to the DEVELOPER or HOA(s) as set forth in K.S.A. 12-1617e.

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

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

COMMERCIAL FENCING & SCREENING: As to Lots 37 and 38, Block 1; and Lots 22, 23, and 24, Block 2. Fencing and screening methods and materials shall blend in with the architectural design of the commercial buildings and to reasonably hide any outdoor materials (if allowed per zoning), trash, and recycling containers from ground view, and all fencing and screening methods and materials must be pre-approved in writing by the CITY. Vinyl-coated chain link fencing materials and other similar fencing materials may be allowed if such materials blend in with the architectural design elements of the commercial building and adjacent residential properties to the west. 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.

FIRE HYDRANTS: All fire hydrants shall be of a type and quality specified by CITY 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.

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

HOMEOWNERS' ASSOCIATION. DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, drainage systems, detention ponds and construction areas associated with SKYVIEW AT WEBB ADDITION. 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.

INFRASTRUCTURE PETITION AND INSTALLATION: The development of SKYVIEW AT WEBB ADDITION is being accomplished by virtue of a multi-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 the requirements of all applicable federal, state, and local legislation, including the Americans with Disabilities Act. All electric power, electric lines to streetlights, and telephone service shall be installed underground. The CITY shall perform the engineering design, construction and inspection of water mains, sanitary sewer mains, stormwater systems and paving necessary for the platting and development of the tract of land herein referred to as the SKYVIEW AT WEBB ADDITION, Bel Aire, Sedgwick County, Kansas which said improvements shall be dedicated to and owned and maintained by the CITY. 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 SKYVIEW AT WEBB ADDITION unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

The DEVELOPER shall dedicate necessary public rights-of-way 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 SKYVIEW AT WEBB ADDITION. Said improvements include, but are not limited to streets, curb, gutter, street signs, stormwater systems, sidewalks, water distribution systems, sanitary sewer lines, plat corner pins, driveways 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, Kansas and/or another unit of government.

Whenever existing sanitary sewer, stormwater, water lines, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipelines 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 and/or another unit of government. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction.

COMMERCIAL LANDSCAPING & SCREENING: As to Lots 37 and 38, Block 1; and Lots 22, 23, and 24, Block 2. 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 SKYVIEW AT WEBB ADDITION 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 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/or trash receptacles shall be screened from ground-level view.

TIMEFRAME FOR COMPLETING COMMERCIAL LANDSCAPING: As to Lots 37 and 38, Block 1; and Lots 22, 23, and 24, Block 2. All required landscaping materials shall be in place prior to the time of issuance of a final Certificate of Occupancy. In periods of adverse weather conditions or construction, a temporary Certificate of Occupancy may be issued, subject to the posting of a cash escrow or irrevocable letter of credit in an amount equal to one and one-half (1 ½) times the estimated cost of the landscaping, with said estimated cost to be certified by a landscaping provider. A contract letter or bill of sale from a landscape company or garden center for the required landscape materials would be accepted in lieu of credit escrow or an irrevocable letter of credit. The cash escrow or irrevocable letter of credit may be forfeited if the landscaping is not completed within the next growing season after the issuance of the temporary Certificate of Occupancy. Forfeiture of any cash escrow or irrevocable letter of credit shall not relieve the owner of the responsibility to complete the required landscaping.

COMMERCIAL LIGHTING: As to Lots 37 and 38, Block 1; and Lots 22, 23, and 24, Block 2. A Street and parking lighting plan shall be submitted to the CITY for approval and compliance with the City zoning ordinance. Outdoor lighting sources shall employ cutoff luminaires to minimize light trespass and glare. Wooden poles will not be allowed.

MAINTENANCE: DEVELOPER and/or Homeowners Association(s) will be required to provide continuous maintenance for all identified Reserves, common areas, and ponds of SKYVIEW AT WEBB ADDITION.

PERMITS. No construction shall commence on any portion of the tract of land herein referred to as SKYVIEW AT WEBB ADDITION without the DEVELOPER having first obtained the proper building and zoning permits from the CITY.

The development of SKYVIEW AT WEBB ADDITION 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 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.

ROADWAYS, PARKING, DRIVES, and ACCESS: The DEVELOPER shall cause to be installed, according to the design standards of the CITY, a minimum twenty-nine (29) foot back-to-back paved street with curb and gutter on all streets in SKYVIEW AT WEBB ADDITION.

All driveways shall be per CITY ordinance.

Vehicle access to the tract of land herein referred to as the SKYVIEW AT WEBB ADDITION shall be limited to the proposed street connections of Webb Road, Plumthicket Street, and Forbes Street, as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in SKYVIEW AT WEBB ADDITION shall be limited to vehicles under 20 tons

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. 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 prior to the construction project and dedicated by separate instrument. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances.

SIDEWALKS: Sidewalks shall be installed on one side of all non-cul-de-sac streets. 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. The Sidewalk shall be 5 feet wide (6" thick). Sidewalks shall be installed per the Sidewalk Plan approved by the CITY with curb ramps for road crossings. Sidewalks shall be installed when the streets are installed.

COMMERCIAL SIGNAGE and/or DEVELOPMENT IDENTIFICATION SIGNAGE . Signs of such location, type and size 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 and/or Lot Owner indefinitely unless transferred to a Homeowner's Association and/or Lot Owners Association(s) or equal resolution 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 and charge all costs back to the DEVELOPER as set forth in K.S.A. 12-1617e.

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. Said water transmission lines shall be installed within dedicated easements and/or rights-of-way. If not shown on the final plat, necessary easements shall be granted to the CITY by the DEVELOPER or acquired prior to the construction project and dedicated by separate instrument. All Water User Fees and Hook Up Fees are subject to City Ordinances.

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 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 percent 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.

MISCELLANEOUS:

The DEVELOPER must make mail delivery provisions for each household and/or commercial property with the U.S. Postal Services.

MODIFICATION OF PLAT THROUGH RE-PLATTING PROCESS. While it is intended by the parties that the development will proceed in compliance with this Agreement and the existing plat of SKYVIEW AT WEBB ADDITION nothing herein shall be construed to prohibit modifications to the SKYVIEW AT WEBB ADDITION development as a result of the formal re-platting process.

RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER: Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of streets, sewer, and water facilities for SKYVIEW AT WEBB ADDITION or other projects or additions, including excavation, stormwater sewer systems and detention ponds, the costs for which shall be spread as special assessments against the addition per lot, but not for three (3) years, or until the year 2028.

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 Covenant(s) at the time of purchase.

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in SKYVIEW AT WEBB ADDITION 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. 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 lot 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.

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.

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 and to the City before building permits are issued.

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

THIS AGREEMENT is hereby executed on this 21st day of February, 2024.

NEW HOLLAND CAPITAL LLC,
a Kansas limited liability company

By: IANC, LLC, a Kansas limited liability company, its manager



Isaiah Ast, Manager
DEVELOPER(S)
SKYVIEW AT WEBB ADDITION,
Bel Aire, Sedgwick County, Kansas



Nicholas Cowgill, Manager

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas
on the _____ day of _____, 2025 and is hereby executed on this _____
day of _____, 2025.

MAYOR, JIM BENAGE

SEAL

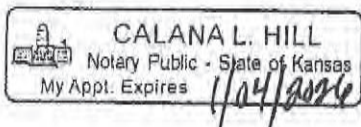
ATTEST:

CITY CLERK, MELISSA KREHBIEL

STATE OF KANSAS)
COUNTY OF SEDGWICK)

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this 21st day of February, 2025, before me, a Notary Public, came Isaiah Ast and Nicholas Cowgill, Managers of IANC, LLC, a Kansas limited liability company, its manager of New Holland Capital LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement as the Developer of SKYVIEW AT WEBB ADDITION, Bel Aire, Sedgwick County, Kansas.



Calana L. Hill
NOTARY PUBLIC

My Appointment Expires: 1/04/2026

STATE OF KANSAS)
COUNTY OF SEDGWICK)

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2025, 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 foregoing Agreement Concerning the Development of SKYVIEW AT WEBB ADDITION, 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.

NOTARY PUBLIC

My Appointment Expires: _____

STAFF REPORT

DATE: 03/11/2025

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

STAFF COMMUNICATION	
FOR MEETING OF	3/18/25
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

SD-24-04- Proposed Final Plat R-5 Garden and Patio Homes, Townhouse and Condominium uses (Skyview at Webb Addition)

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 preliminary plat process required notification of surrounding property owners.

The city reviewed the final plat application, final plat, and drainage plan. The drainage plan is a 69-page document and is not included in the packet. It was reviewed and approved by the City Engineer. All other documents are in the meeting agenda packet.

Case History:

December 12, 2024, Planning Commission Meeting

SD-24-04 (preliminary plat) and ZON-24-02 were heard at the December 12, 2024, Planning Commission meeting for Skyview at Webb Addition.

ZON-24-02- proposed rezoning from C-1 Neighborhood commercial, office and retail, to R-5 garden and patio homes, townhouses and condominium uses. Commissioners approved the application in relation to the Golden Factors. City Council approved the findings of fact and adopted the Ordinance (#732) as presented at their January 21, 2025, meeting.

SD-24-04- Proposed platting R-5 garden and patio homes, townhouse and condominiums uses (Skyview at Webb Addition). The property was unplatted prior to the case. The proposed subdivision will create a total of 69 single-family residential lots and five commercial lots. Water and sewer to be provided by the City of Bel Aire. Staff recommended approval of the preliminary plat and the Planning Commission approved it.

January 9, 2025, Planning Commission Meeting

The **final plat** was reviewed, and it conformed with the approved preliminary plat and subdivision regulations. The final plat was distributed to city staff, utilities and fire department for review and comments. All comments were revised by the applicant and are reflected on the final plat documents. Staff recommended approval of the final plat. Planning Commission approved the final plat.

Current Discussion:

The final plat conforms with the approved preliminary plat and subdivision regulations.

A Development Agreement is necessary to address financial, infrastructure and draining conditions to ensure that necessary improvements are in place to support the development. Approval of the agreement is a condition precedent to final consideration for approval of the final plat.

The Agreement has been reviewed, and staff has confirmed that the Agreement addresses all required elements for Skyview at Webb Addition development.

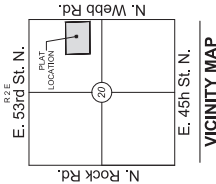
Staff Recommendation: Staff recommends approval of the final plat and Development Agreement.

BOUNDARY CLOSURE

Boundary Area: 25.01 Acres
Perimeter: 4255.359 ft.
Error North: -0.0003
Error East: 0.0001

MINIMUM ELEVATIONS	
LOT	BLOCK ELEVATION
4-2, 23	1408.9

FINAL PLAT
SKYVIEW AT WEBB ADDITION
AN ADDITION TO BEL AIRE, SEDGWICK COUNTY, KANSAS



VICINITY MAP



SCALE: 1"=60'

Base of Bearings: Kansas coordinate system of 1983 south zone bearing of 502°02'30"E on the east line of the Northeast Quarter, Section 20, Township 26 South, Range 2 East of the Fourth Principal Meridian, Sedgwick County, Kansas. This plat is based on the Kansas State Plane Coordinate System, North Zone, Kansas State Plane South zone coordinates, modified to the surface, having a combined adjustment scale factor of 1.0001200144.

SETBACK NOTE

All lots and structures shall be set back from the Front, Rear, and Street Side Setbacks shall be as per applicable Ordinance, or otherwise as per zoning district. However, the minimum setbacks shall be: Front, 10 feet; Side, 5 feet; Rear, 10 feet; and Street Side, 5 feet, unless otherwise shown herein.

LEGEND

- △ = Section Corner Monument
- = Survey Station Monument
- = Found monument (see annotation for type)
- = Boundary Monument
- = Plat
- (CM) = Calculated from Measurement
- = Calculated from Plat
- = Block

BENCHMARKS

- BMM1: Chisler "X" on east side of 4th Avenue, approximately 31 feet south and 12 feet west of the southeast corner of Skyview at Webb Addition. EBM = 1603.441 NAVD83
- BMM2: Chisler "X" on east side of the north top of curb of entrance to damage units, approximately 45 feet south and 12 feet west of the southeast corner of Skyview at Webb Addition. EBM = 1603.441 NAVD83
- BMM3: Chisler "X" on top of curb at the south end of road at Skyview at Webb Addition, approximately 41 feet north and 138 feet east of the northwest corner of Skyview at Webb Addition. EBM = 1603.441 NAVD83

Section XI, Item B.

CERTIFICATE OF SURVEY

I, Ernest Patrick Fink, a Professional Surveyor in Kansas, do hereby certify that I have been in responsible charge of surveying and platting of "Skyview at Webb Addition" an addition to Bel Aire, Sedgwick County, Kansas, into Lots, Blocks, Reserves, and Streets, the same being accurately set forth in the accompanying plat and described herein:

The North 882.00 feet of the East 1235.00 feet of the South Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas.

CONTAINING: 1,089,810 square feet or 25.01 acres of land, more or less.

All streets, easements, rights-of-way, building setbacks, access corridors, together with all other public dedications within the above described property are hereby vacated and replatted by virtue of K.S.A. 12-517a, as amended.

I hereby certify that the details of this plat are correct to the best of my knowledge and belief.



Ernest Patrick Fink, P.S. #1469
MEEC Engineering, Inc. (CLS 39)
411 North Webb Road
Wichita, Kansas 67206

COUNTY SURVEYOR

STATE OF KANSAS, SEDGWICK COUNTY) ss:
Reviewed in accordance with K.S.A. 58-2005.



Tressa L. Robledo, P.S. #1248
Deputy County Surveyor
Sedgwick County, Kansas

FINAL PLAT
SKYVIEW AT WEBB ADDITION
AN ADDITION TO BEL AIRE, SEDGWICK COUNTY, KANSAS

OWNER'S CERTIFICATE

Know all men by these presents that we the undersigned property owners of the land above set forth in the Professional Surveyor's Certificate, have caused the same to be surveyed and platted into Lots, Blocks, Reserves, and Streets, the same to be known as "Skyview at Webb Addition" an addition to Bel Aire, Sedgwick County, Kansas.

The streets are hereby dedicated to and for the use of the public. Easements for the construction and maintenance of public utilities and drainage, as indicated herein, are hereby granted to the public.

A drainage plan has been developed for this plat. All drainage easements, rights-of-way, and reserves shall remain at established grades or as modified with the approval of the applicable City Engineer, and shall be undisturbed to allow for the conveyance of water to the street. Block 1 are required to adhere to the minimum pad elevation as per the "Minimum Pad Elevation" table shown herein (Page 12).

All easements are platted for open space, benches, terraces, landscaping, irrigation, signs, monuments, water features, sidewalks (public and private), fences/walls, lighting, shade structures, drainage facilities including but not limited to drainage structures, drainage pipes and culverts, conveyance of cross-drainage, detention/intention ponds, utilities confined by easement (platted or otherwise), and other structures and facilities necessary for the proper use and enjoyment of the property. All easements shall be owned and maintained by the developer, or for a lot owner's association, and/or their successors and/or assigns.

All children's rights of access to or from North Webb Road over and across the east line of "Skyview at Webb Addition" are hereby granted to the appropriate governing body, provided however two full movement openings and one right turn inlet only opening are allowed, as indicated herein.

All Lots shall adhere to the setback requirements as follows: Front, Rear, and Street Side Setbacks shall be as per depicted herein, Lots 1-12, inclusive, Block 3, shall be 5 feet, unless otherwise shown herein.

New Holland Capital LLC
a Kansas limited liability company

By: IANC, LLC, a Kansas limited liability company, its Manager

Isaiah Asst. Manager

Nicholas Cowgill, Manager

STATE OF KANSAS, SEDGWICK COUNTY) ss:

This instrument was acknowledged before me on _____ day of _____, 2025, by Isaiah Asst. and Nicholas Cowgill, Managers of IANC, LLC, a Kansas limited liability company, its Manager of New Holland Capital LLC, a Kansas limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.
Affix Seal

My Term Expires: _____
Notary Public: _____

MORTGAGE CERTIFICATE

The Bennington State Bank, holder of a mortgage on the above described property, does hereby consent to "SKYVIEW AT WEBB ADDITION", the final plat.

BENNINGTON STATE BANK

Name/Titl: _____

STATE OF KANSAS, SEDGWICK COUNTY) ss:

This instrument was acknowledged before me on _____ day of _____, 2025, by _____, of Bennington State Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.
Affix Seal

My Term Expires: _____
Notary Public: _____

PLANNING COMMISSION CERTIFICATE

This plat was approved by the Bel Aire Planning Commission on _____, 2025.
Signed _____

By: _____
Philip Jordan, Chairperson
Attest _____

Paula Downs, Secretary

GOVERNING BODY CERTIFICATE

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Bel Aire, Kansas on _____, 2025.

By: _____
Jim Buragag, Mayor
Attest _____
Melissa Kornblum, City Clerk

REGISTER OF DEEDS' CERTIFICATE

STATE OF KANSAS, SEDGWICK COUNTY) ss:

This is to certify that this instrument was filed for record in the Register of Deeds office this _____ day of _____, 2025, at _____ o'clock _____ AM, and is duly recorded.

Tonya E. Buckingham, Register of Deeds

Attest: _____
Kerly Zehring, Deputy

TRANSFER RECORD

STATE OF KANSAS, SEDGWICK COUNTY) ss:

Entered on transfer record this _____ day of _____, 2025.

Kelly B. Arnold, County Clerk





MINUTES
PLANNING COMMISSION
 7651 E. Central Park Ave, Bel Aire, KS
 January 9, 2025 6:30 PM



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

II. Roll Call

Chairman Phillip Jordan and Commissioners Edgar Salazar, Deryk Faber, Paul Matzek, and Brian Mackey were present. Commissioner Dee Roths was absent.

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

III. Pledge of Allegiance to the American Flag

Chairman Phillip Jordan led the pledge of allegiance.

IV. Consent Agenda

A. Approval of Minutes from Previous Meeting.

MOTION: Commissioner Faber moved to approve the minutes of December 12, 2024. Commissioner Mackey seconded the motion. ***Motion carried 5-0.***

V. Old Business/New Business

A. SD-24-04- Proposed final plat R-5 garden and patio homes, townhouse and condominiums uses (Skyview at Webb Addition).

Chairman Jordan opened the public hearing. Brian Lindebak, MKEC, represented the applicant and stood for questions from the Commission. No others requested to speak.

MOTION: Commissioner Faber moved to recommend approve of the final plat of SD-24-04 as presented. Commissioner Matzek seconded the motion. ***Motion carried 5-0.***

VI. Approval of the Next Meeting Date.

MOTION: Chairman Jordan moved to approve the date of the next meeting: February 13, 2025, at 6:30 p.m. Commissioner Faber seconded the motion. ***Motion carried 5-0.***

VII. Current Events

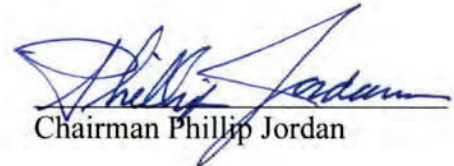
- City Offices will be closed January 20 for Martin Luther King, Jr. Day

VIII. Adjournment

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

Approved by the Planning Commission and signed by the Planning Commission Chairman on

2/13/, 2025


Chairman Phillip Jordan

STAFF REPORT**DATE: 01/01/2025****TO: Bel Aire Planning Commission****FROM: Paula Downs****RE: Agenda****STAFF COMMUNICATION**

FOR MEETING OF	1/09/25
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:**SD-24-04- Proposed Final Plat R-5 Garden and Patio Homes, Townhouse and Condominium uses (Skyview at Webb Addition)**

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 preliminary plat process required notification of surrounding property owners.

The city reviewed the final plat application, final plat, and drainage plan. The drainage plan is a 69 page document and is not included in the packet. It was reviewed and approved by the City Engineer. All other documents are in the meeting agenda packet.

Discussion/Review

The applicant submitted an application to rezone the property ZON-24-02 when the preliminary plat application was submitted. ZON-24-02 was approved by the Planning Commission on December 12. This item will go to City Council for final approval along with this case SD-24-04, once approved.

The preliminary plat was approved by the Planning Commission at the December 12 meeting.

The property is currently unplatted. The proposed subdivision would create a total of 69 single-family residential lots and five commercial lots.

Water and sewer will be provided by the City of Bel Aire.

The final plat has been reviewed and it conforms with the approved preliminary plat and subdivision regulations.

The final plat was distributed to city staff, utilities and fire department for review and comments. All comments to date have been revised by the applicant and are reflected on the final plat documents.

Staff Recommendation: Staff recommends approval of the final plat.

(Published once in Ark Valley News on November 21, 2024)

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on December 12, 2024, the City of Bel Aire Planning Commission will consider the following Platting process in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

SD-24-04. `Skyview at Webb Addition platting of an R-5 residential district
Legal Description: (A complete legal description is available for public inspection which is on file with the Zoning Administrator at City Hall.)

General Location: ¼ mile south of E. 53rd St. N. and N. Webb Rd. on the West Side

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

DATED this 19 day of November 2024.

/s/ Paula L. Downs
Bel Aire Planning Commission Secretary

Affidavit of Publication

STATE OF KANSAS,
SEDGWICK COUNTY, ss.

Chris Strunk, being first duly sworn, deposes and says: That he is Publisher of The Ark Valley News, formerly The Valley Center Index, a weekly newspaper printed in the State of Kansas, and published in and of general circulation in Sedgwick County Kansas, with a general paid circulation on a yearly basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Valley Center in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 21st day of November, 2024, with subsequent publications being made on the following dates:

_____, 2024 _____, 2024
_____, 2024 _____, 2024
_____, 2024 _____, 2024

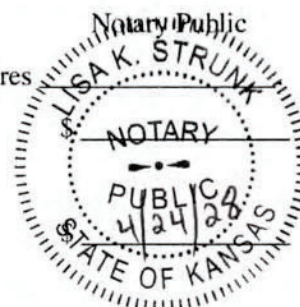
Subscribed and sworn to before me this 21st day of November, 2024.

WKS

My commission expires

Additional copies

Printer's fee



Bel Aire public notice

(Published in The Ark Valley News Nov. 21, 2024.)

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on December 12, 2024, the City of Bel Aire Planning Commission will consider the following Platting process in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

SD-24-04. Skyview at Webb Addition platting of an R-5 residential district

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

General Location: ¼ mile south of E. 53rd St. N. and N. Webb Rd. on the West Side

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

DATED this 19 day of November 2024.

/s/ Paula L. Downs
Bel Aire Planning Commission Secretary

CITY OF BEL AIRE, KANSAS

File No. S/D ____-____

APPLICATION FOR FINAL PLAT APPROVAL

This is an application for processing a final plat in accordance with the City Subdivision Regulations. The application must be completed and filed with the Subdivision Administrator at least 15 days prior to a regular meeting date of the Planning Commission.

(AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED)

Name of Subdivision _____

General Location _____

_____ Inside City ☒ To Be Annexed _____

Name of Landowner _____

Address _____ Phone _____

Name of Subdivider/Agent _____

Address _____ Phone _____

Name of (Engineer) (Land Planner) MKEC Engineering, Inc.; Attn:Address 411 N. Webb Road, Wichita, KS 67206 Phone (316) 684-9600Name of Registered Land Surveyor MKEC Engineering, Inc.; Attn:Address 411 N. Webb Road, Wichita, KS 67206 Phone (316) 684-9600**Subdivision Information**

1. (Select one) Final Plat of entire preliminary plat area ☒
 - Final Plat of unit number ____ of ____ unit developments
 - Final Plat for small tract _____
 - Final Replat of original platted area _____
2. Gross acreage of plat _____ Acres
3. Total number of lots _____
4. Proposed land use:
 - a. Residential-Single-Family _____ Duplex _____ Multiple-Family _____
 Manufactured/Mobile Home _____
 - b. Commercial _____
 - c. Industrial _____
 - d. Other _____

5. Predominant minimum lot width _____ Feet

6. Predominant minimum lot area _____ Square Feet

7. Existing zoning R-5 Residential & C-1 Commercial District

8. Proposed zoning R-5 Residential District

9. Source of water supply public

10. Method of sewage disposal public

11. Total lineal feet of new street _____ Feet

	Street Name	R/W Width	Lineal Feet
a.		Ft.	Ft.
b.		Ft.	Ft.
c.		Ft.	Ft.
d.		Ft.	Ft.
e.		Ft.	Ft.

12. Proposed type of street surfacing Asphalt

13. Curb and gutter proposed: Yes ☒ No ☐

14. Sidewalks proposed: Yes ☒ No ☐ If yes, where? Outside loop of

15. Is any portion of the proposed subdivision located in an identified flood plain area? Yes ☐ No ☐

The landowner herein agrees to comply with the City Subdivision Regulations and all other related ordinances, policies and standards of the City and statutes of the State of Kansas. It is further agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds shall be paid by the owner. The undersigned further states that he/she is the owner of the land proposed for platting and, when requested, will permit officials of the City to inspect the land as may be necessary for proper plat review.

[Signature] 10/31/2024
Landowner Date

Agent (If any) Date

OFFICE USE ONLY

Prints of the Final Plat received _____ (Number)
Final drainage plan, if required, received _____
Copy of a title report for the land received _____

Copy of proposed restrictive covenants, if any, received _____

Methods for financing and guaranteeing improvements _____

For plats for small tract:

a. Vicinity map received _____

b. Topographic drawing, if required, received _____

Original drawing or photographic equivalent of Final Plat received _____

This application was received by the Subdivision Administrator on _____,
19____. It has been checked and found to be accompanied by the required
information and the fee, if any, of \$_____ paid to the City Clerk.

Subdivision Administrator



Sedgwick County
 Register of Deeds - Tonya Buckingham
 Doc.#/Flm-Pg: 30112435
 Receipt #: 2275798 Recording Fee: \$38.00
 Pages Recorded: 2
 Cashier: jfisher Authorized By: *Tonya Buckingham*
 Date Recorded: 11/02/2021 04:05:06 PM

Section XI, Item B.

KANSAS WARRANTY DEED

Grantor: Skyview at Block 49, LLC, a Kansas limited liability company,

Grantee: New Holland Capital LLC, a Kansas limited liability company
 Grantee's mailing address: 1645 S. West St., Wichita, KS 67213

"Grantor" and "Grantee" are used for singular or plural, as context requires.

In consideration of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, the Grantor *GRANTS, BARGAINS, WARRANTS, AND CONVEYS* to Grantee, the following described premises, to wit:

The North 882.00 feet of the East 1,235.00 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas

Subject to all easements, restrictions, reservations and covenants, if any, now of record.

The Grantor hereby covenants that the Grantor, Grantor's successors, and assigns will *WARRANT AND DEFEND* the title to the premises unto the Grantee, Grantee's successors, and assigns against the lawful claims of all persons whomsoever, excepting however the general taxes for the current calendar year and thereafter, and the special taxes becoming a lien after the date of this deed.

Dated this 1st day of November, 2021

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES FOLLOW ON NEXT PAGE

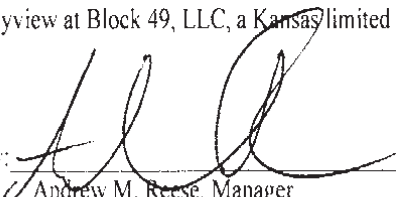


Security 1st Title

File No. 2476394


2476394

Skyview at Block 49, LLC, a Kansas limited liability company

By: 
Andrew M. Reese, Manager

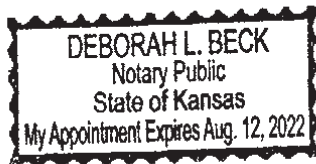
State of Kansas, Sedgwick County} ss.

This instrument was acknowledged before me on November 1st, 2021 by Andrew M. Reese, Manager of Skyview at Block 49, LLC, a Kansas limited liability company, for and on behalf of said company.


Notary Public

My appointment expires:





MINIMUM ELEVATIONS	LOT ELEVATION
42.22	1408.9
42.22	1408.9
42.22	1408.9

BOUNDARY CLOSURE

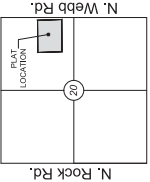
Boundary Area: 25.01 Acres
 Perimeter: 4255.358 ft.
 Error North: -0.0003
 Error East: 0.0001

FINAL PLAT

SKYVIEW AT WEBB ADDITION AN ADDITION TO BEL AIRE, SEDGWICK COUNTY, KANSAS

NE 1/4 Sec. 20,
 T25S, R26E, S4W, B4W,
 Final, 1/2" Release

E. 53rd St. N.
 7.26 S



VICINITY MAP



SCALE: 1"=60'

Base of Bearings: Kansas coordinate system of 1983 south zone bearing of 502°02'30"E on the east line of the Northeast Quarter, Section 20, Township 26 South, Range 2 East of the Fourth Principal Meridian, Sedgwick County, Kansas. This plat is based on the Kansas State Plane Coordinate System, North Zone, Kansas State Plane South zone coordinate, modified to the surface, having a combined adjustment scale factor of 1.0001200144.

SETBACK NOTE

All lots and areas shown on this plat are subject to the following: Front, Rear, and Street Side Setbacks shall be as per applicable Ordinance, or otherwise as per zoning district. However, the minimum setbacks for the lots shown on this plat shall be: Block 2 and Lots 1-12, inclusive, Block 3, 1-21, inclusive, Block 2 and Lots 1-12, inclusive, Block 3, and be 5 feet, unless otherwise shown herein.

LEGEND

Date of Survey: October 2024
 Δ = Section Corner Monument
 ○ = Survey Station Monument
 ○ = Found monument (line annotation for type)
 ○ = Benchmark
 ○ = Plat
 ○ = Plat
 (CM) = Calculated from Measurement
 ○ = Calculated from Plat
 ○ = Block

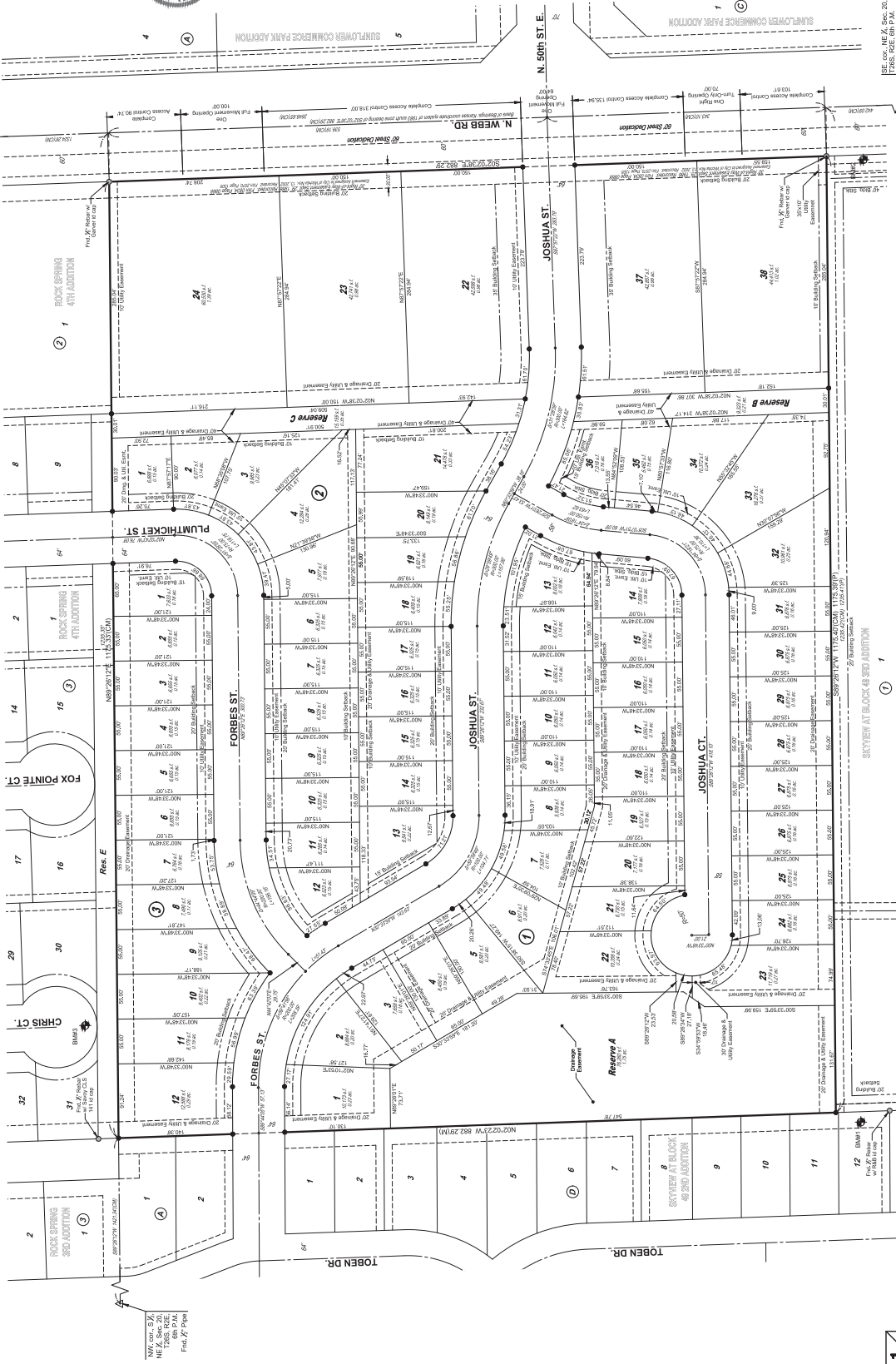
BENCHMARKS

BMM1: Chisler "X" on east side of 4th Avenue, approximately 31 feet south and 12 feet west of the southeast corner of Skyview at Webb Addition. EBM = 1603.441 NAVD83
 BMM2: Chisler "X" on east side of the north top of curb of entrance to damage units, approximately 45 feet south and 12 feet west of the southeast corner of Skyview at Webb Addition. EBM = 1603.441 NAVD83
 BMM3: Chisler "X" on top of curb at the south end of road at Skyview at Webb Addition, approximately 41 feet north and 138 feet east of the northwest corner of Skyview at Webb Addition. EBM = 1603.441 NAVD83

Section XI, Item B.



Date of Preparation: Submitted: Dec. 18, 2024



1/2

CERTIFICATE OF SURVEY

I, Ernest Patrick Fink, a Professional Surveyor in Kansas, do hereby certify that I have been in responsible charge of surveying and platting of "Skyview at Webb Addition" an addition to Bel Aire, Sedgwick County, Kansas, into Lots, Blocks, Reserves, and Streets, the same being accurately set forth in the accompanying plat and described herein:

The North 882.00 feet of the East 1235.00 feet of the South Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas.

CONTAINING: 1,089,810 square feet or 25.01 acres of land, more or less.

All streets, easements, rights-of-way, building setbacks, access controls, together with all other public dedications within the above described property are hereby vacated and replatted by virtue of K.S.A. 12-517a, as amended.

I hereby certify that the details of this plat are correct to the best of my knowledge and belief.



Ernest Patrick Fink, P.S. #1469
MEEC Engineering, Inc. (CLS 39)
411 North Webb Road
Wichita, Kansas 67206

COUNTY SURVEYOR

STATE OF KANSAS, SEDGWICK COUNTY) ss:
Reviewed in accordance with K.S.A. 58-2005.



Tresa L. Robledo, P.S. #1248
Deputy County Surveyor
Sedgwick County, Kansas

FINAL PLAT
SKYVIEW AT WEBB ADDITION
AN ADDITION TO BEL AIRE, SEDGWICK COUNTY, KANSAS

OWNER'S CERTIFICATE

Know all men by these presents that we the undersigned property owners of the land above set forth in the Professional Surveyor's Certificate, have caused the same to be surveyed and platted into Lots, Blocks, Reserves, and Streets, the same to be known as "Skyview at Webb Addition" an addition to Bel Aire, Sedgwick County, Kansas.

The streets are hereby dedicated to and for the use of the public. Easements for the construction and maintenance of public utilities and drainage, as indicated herein, are hereby granted to the public.

A drainage plan has been developed for this plat. All drainage easements, rights-of-way, and reserves shall remain at established grades or as modified with the approval of the applicable City Engineer, and shall be undisturbed to allow for the conveyance of drainage water to the street. Block 1 are required to adhere to the minimum pad elevation as per the "Minimum Pad Elevation" table shown herein (Page 12).

All easements are platted for open space, benches, terraces, landscaping, irrigation, signs, monuments, water features, sidewalks (public and private), fences/walls, lighting, shade structures, drainage facilities including but not limited to drainage structures, drainage pipes and culverts, conveyance of cross-drainage, detention/intention ponds, utilities confined by easement (platted or otherwise), and other structures and facilities that may be required for the proper use and enjoyment of the property and shall be owned and maintained by the developer, or for a lot owner's association, and/or their successors and/or assigns.

All children's rights of access to or from North Webb Road over and across the east line of "Skyview at Webb Addition" are hereby granted to the appropriate governing body, provided however two full movement openings and one right turn inlet only opening are allowed, as indicated herein.

All Lots shall adhere to the setback requirements as follows: Front, Rear, and Street Side Setbacks shall be as per depicted herein, Lots 1-12, inclusive, Block 3, shall be 5 feet, unless otherwise shown hereon.

New Holland Capital LLC
a Kansas limited liability company

By: IANC, LLC, a Kansas limited liability company, its Manager

Isaiah Asst. Manager

Nicholas Cowgill, Manager

STATE OF KANSAS, SEDGWICK COUNTY) ss:

This instrument was acknowledged before me on _____ day of _____, 2025, by Isaiah Asst. and Nicholas Cowgill, Managers of IANC, LLC, a Kansas limited liability company, its Manager of New Holland Capital LLC, a Kansas limited liability company.

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

Affix Seal

My Term Expires: _____ Notary Public:

MORTGAGE CERTIFICATE

The Bennington State Bank, holder of a mortgage on the above described property, does hereby consent to "SKYVIEW AT WEBB ADDITION", the final plat.

BENNINGTON STATE BANK

Name/Title:

STATE OF KANSAS, SEDGWICK COUNTY) ss:

This instrument was acknowledged before me on _____ day of _____, 2025, by _____ of Bennington State Bank.

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

Affix Seal

My Term Expires: _____ Notary Public:

PLANNING COMMISSION CERTIFICATE

This plat was approved by the Bel Aire Planning Commission on _____, 2025.
Signed _____

By: _____
Philip Jordan, Chairperson
Attest:

Paula Downs, Secretary

GOVERNING BODY CERTIFICATE

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Bel Aire, Kansas on _____, 2025.

By: _____
Jim Buragag, Mayor
Attest: _____
Melissa Kornblum, City Clerk

REGISTER OF DEEDS' CERTIFICATE

STATE OF KANSAS, SEDGWICK COUNTY) ss:

This is to certify that this instrument was filed for record in the Register of Deeds office this _____ day of _____, 2025, at _____ o'clock _____ AM, and is duly recorded.

Tanya E. Buckingham, Register of Deeds

Attest:

Kerly Zehring, Deputy

TRANSFER RECORD

STATE OF KANSAS, SEDGWICK COUNTY) ss:

Entered on transfer record this _____ day of _____, 2025.

Kelly B. Arnold, County Clerk



City of Bel Aire, Kansas

STAFF REPORT

DATE: March 12, 2025

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Chapel Landing 6th Sanitary Sewer, Water, Storm Sewer and Paving Bids



BACKGROUND:

The Developer of Chapel Landing 6th is ready to move forward with the construction of the Water, Sanitary Sewer, Storm Sewer and Paving Improvements to support the subdivision.

DISCUSSION:

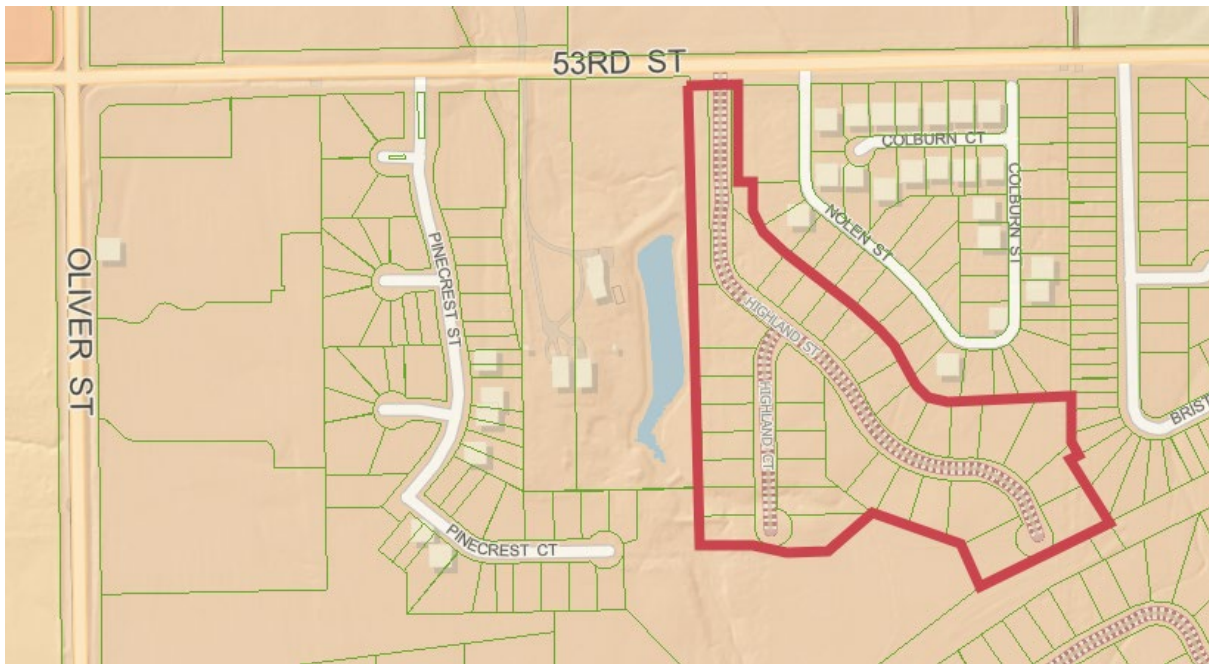
Baughman worked with the Developer to design the improvements for Chapel Landing 6th. Bids were accepted on October 3, 2024 for the project. Three contractors responded to the solicitation.

Bidder	Total Bid w/ Asphalt Paving	Total Bid w/ Concrete Paving
Engineer's Estimate	\$1,411,435.00	\$1,411,435.00
Dondlinger	\$2,198,702.65	\$2,375,334.65
Mies	\$1,982,486.95	\$2,119,499.15
Nowak	\$1,954,437.45	\$2,146,785.45

This project came considerably over the Engineer's Estimate so the Developer requested to hold the project until they could decide what they wanted to do. In February, 2025, Baughman reached out to me asking if they could negotiate directly with Mies (they assumed that the City would choose the concrete option, which is why they negotiated with Mies and not Nowak) to try to come to a bid price that was acceptable to the Developer. Since we have negotiated projects following bids before, I authorized the negotiation, noting that any final approval and award of the contract would be at the discretion of the City Council.

Baughman worked with Mies and made the following adjustments to the project:

1. Adjusted the working days and start date for the project from 90 (as bid) to 120.
2. Removed Alternate #1 (Additional Import of 10,000 cubic yards of soil).
3. Include the soil that the Developer imported to the project site in the interim in the mass grading/street portion of the project.



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

POLICY DECISION: Staff adhered to the purchasing policy in gathering a minimum of three bids for the project, then due to the high costs, ended up negotiating with Mies Construction.

RECOMENDATION: Staff recommends that the City Council accept the revised bid from Mies Construction in the amount of \$1,996,499.15.

TABULATION OF BIDS										
CHAPEL LANDING 6TH ADDITION										
BEL AIRE, KANSAS										
Sanitary Sewer, Water Line, Stormwater Drain & Street Paving Improvements										
Bid Date: October 3rd, 2024										
Bid Items:	Quantities	Unit	Engineer's Estimate		Dondlinger & Sons Construction		Mies Construction		Nowak Construction	
			Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total
PART A - SANITARY SEWER MAIN IMPROVEMENTS										
Pipe, SS 8"	2429	LF.	\$45.00	\$109,305.00	\$90.00	\$218,610.00	\$62.00	\$150,598.00	\$83.70	\$203,307.30
Riser Assembly 4", Manhole Stub	16	EA.	\$1,250.00	\$20,000.00	\$2,300.00	\$36,800.00	\$1,100.00	\$17,600.00	\$593.50	\$9,496.00
Riser Assembly 4", Vertical	52	EA.	\$1,000.00	\$52,000.00	\$4,200.00	\$218,400.00	\$3,200.00	\$166,400.00	\$3,049.00	\$158,548.00
MH, Connect to Existing	1	EA.	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$2,250.00	\$2,250.00	\$3,856.00	\$3,856.00
MH, Standard SS (4')	11	EA.	\$4,000.00	\$44,000.00	\$6,700.00	\$73,700.00	\$7,000.00	\$77,000.00	\$7,714.00	\$84,854.00
MH, Standard SS (5')	5	EA.	\$5,000.00	\$25,000.00	\$8,000.00	\$40,000.00	\$9,175.00	\$45,875.00	\$9,947.00	\$49,735.00
MH Adjusted, SS	1	EA.	\$1,500.00	\$1,500.00	\$5,400.00	\$5,400.00	\$1,150.00	\$1,150.00	\$710.50	\$710.50
Fill, Flowable	155	LF.	\$100.00	\$15,500.00	\$150.00	\$23,250.00	\$200.00	\$31,000.00	\$203.50	\$31,542.50
Fill, Sand (Flushed & Vibrated)	739	LF.	\$30.00	\$22,170.00	\$65.00	\$48,035.00	\$46.00	\$33,994.00	\$36.90	\$27,269.10
Air Testing, SS Pipe	2429	LF.	\$1.00	\$2,429.00	\$1.00	\$2,429.00	\$1.00	\$2,429.00	\$1.50	\$3,643.50
BMP, Construction Entrance	1	EA.	\$1,750.00	\$1,750.00	\$1,300.00	\$1,300.00	\$750.00	\$750.00	\$723.00	\$723.00
BMP, Silt Fence	2511	LF.	\$2.00	\$5,022.00	\$1.90	\$4,770.90	\$1.50	\$3,766.50	\$1.95	\$4,896.45
Seeding	1	LS.	\$3,000.00	\$3,000.00	\$100.00	\$100.00	\$250.00	\$250.00	\$101.50	\$101.50
Site Clearing	1	LS.	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$5,000.00	\$5,000.00	\$5,074.00	\$5,074.00
Site Restoration	1	LS.	\$5,000.00	\$5,000.00	\$36,000.00	\$36,000.00	\$3,000.00	\$3,000.00	\$508.50	\$508.50
SUBTOTAL PART A - SANITARY SEWER MAIN IMPROVEMENTS			\$321,676.00		\$731,294.90		\$541,062.50		\$584,265.35	
Bid Items:	Quantities	Unit	Engineer's Estimate		Dondlinger & Sons Construction		Mies Construction		Nowak Construction	
			Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total
PART B - WATER LINE IMPROVEMENTS										
Pipe, WL 8"	2320	LF.	\$40.00	\$92,800.00	\$60.00	\$139,200.00	\$57.00	\$132,240.00	\$50.10	\$116,232.00
Pipe, DICL 8"	14	LF.	\$125.00	\$1,750.00	\$210.00	\$2,940.00	\$132.00	\$1,848.00	\$117.50	\$1,645.00
Fill, Protective	974	LF.	\$15.00	\$14,610.00	\$9.00	\$8,766.00	\$1.00	\$974.00	\$4.05	\$3,944.70
Fill, Sand (Flushed & Vibrated)	165	LF.	\$20.00	\$3,300.00	\$40.00	\$6,600.00	\$18.00	\$2,970.00	\$10.70	\$1,765.50
Fire Hydrant Assembly	3	EA.	\$6,500.00	\$19,500.00	\$7,000.00	\$21,000.00	\$10,000.00	\$30,000.00	\$5,685.00	\$17,055.00
Sample Station Assembly	2	EA.	\$1,250.00	\$2,500.00	\$5,400.00	\$10,800.00	\$6,500.00	\$13,000.00	\$2,943.00	\$5,886.00
Valve Assembly, 8"	2	EA.	\$2,500.00	\$5,000.00	\$1,700.00	\$3,400.00	\$3,250.00	\$6,500.00	\$2,182.00	\$4,364.00
Connect to Existing Structure	1	EA.	\$2,500.00	\$2,500.00	\$7,700.00	\$7,700.00	\$6,550.00	\$6,550.00	\$4,739.00	\$4,739.00
Maintain Existing BMPs	1	LS.	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$100.00	\$100.00	\$253.50	\$253.50
Seeding	1	LS.	\$2,500.00	\$2,500.00	\$100.00	\$100.00	\$300.00	\$300.00	\$304.50	\$304.50
Site Clearing	1	LS.	\$10,000.00	\$10,000.00	\$14,500.00	\$14,500.00	\$3,500.00	\$3,500.00	\$2,030.00	\$2,030.00
Site Restoration	1	LS.	\$10,000.00	\$10,000.00	\$2,600.00	\$2,600.00	\$1,500.00	\$1,500.00	\$1.00	\$1.00
SUBTOTAL PART B - WATER LINE IMPROVEMENTS			\$165,460.00		\$217,706.00		\$199,482.00		\$158,220.20	



Bid Items:	Quantities Unit		Engineer's Estimate		Dondlinger & Sons Construction		Mies Construction		Nowak Construction	
			Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total
PART C - STORM SEWER IMPROVEMENTS										
Grading, Mass	1	LS.	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$82,250.00	\$82,250.00
Pipe, SWS 15"	1029	LF.	\$40.00	\$41,160.00	\$68.00	\$69,972.00	\$89.00	\$91,581.00	\$70.90	\$72,956.10
Pipe, SWS 18"	184	LF.	\$50.00	\$9,200.00	\$77.00	\$14,168.00	\$102.00	\$18,768.00	\$80.80	\$14,867.20
Pipe, SWS 24"	473	LF.	\$60.00	\$28,380.00	\$88.00	\$41,624.00	\$124.00	\$58,652.00	\$89.60	\$42,380.80
Pipe, SWS 30"	159	LF.	\$70.00	\$11,130.00	\$106.00	\$16,854.00	\$164.00	\$26,076.00	\$113.50	\$18,046.50
Pipe, SWS 36"	296	LF.	\$100.00	\$29,600.00	\$152.00	\$44,992.00	\$217.00	\$64,232.00	\$143.50	\$42,476.00
Pipe, SWS 42"	234	LF.	\$125.00	\$29,250.00	\$194.00	\$45,396.00	\$291.00	\$68,094.00	\$181.00	\$42,354.00
Pipe, End Section 42"	1	EA.	\$4,000.00	\$4,000.00	\$7,200.00	\$7,200.00	\$4,125.00	\$4,125.00	\$3,104.00	\$3,104.00
Fill, Sand (Flushed & Vibrated)	103	LF.	\$20.00	\$2,060.00	\$35.00	\$3,605.00	\$20.00	\$2,060.00	\$18.30	\$1,884.90
Concrete Collar	1	EA.	\$2,500.00	\$2,500.00	\$3,200.00	\$3,200.00	\$1,350.00	\$1,350.00	\$1,421.00	\$1,421.00
Inlet, Curb (Type 1A) (L=10' W=3')	8	EA.	\$5,000.00	\$40,000.00	\$8,900.00	\$71,200.00	\$10,500.00	\$84,000.00	\$7,169.00	\$57,352.00
Inlet, Drop, Special	4	EA.	\$3,500.00	\$14,000.00	\$5,000.00	\$20,000.00	\$5,500.00	\$22,000.00	\$3,934.00	\$15,736.00
Inlet, Drop, Special (5')	2	EA.	\$5,000.00	\$10,000.00	\$6,600.00	\$13,200.00	\$5,900.00	\$11,800.00	\$4,442.00	\$8,884.00
MH, Standard SWS (4')	1	EA.	\$4,500.00	\$4,500.00	\$9,400.00	\$9,400.00	\$4,915.00	\$4,915.00	\$4,087.00	\$4,087.00
MH, Standard SWS (5')	2	EA.	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$5,650.00	\$11,300.00	\$4,340.00	\$8,680.00
MH, Standard SWS (6')	1	EA.	\$8,500.00	\$8,500.00	\$7,500.00	\$7,500.00	\$8,250.00	\$8,250.00	\$5,609.00	\$5,609.00
MH, Standard SWS (10' x 6'), w/ Grated Lid	1	EA.	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$13,500.00	\$13,500.00	\$8,556.00	\$8,556.00
Rip-Rap, Light Stone	163	SY.	\$100.00	\$16,300.00	\$96.00	\$15,648.00	\$52.00	\$8,476.00	\$74.10	\$12,078.30
BMP, Curb Inlet Protection	8	EA.	\$70.00	\$560.00	\$55.00	\$440.00	\$85.00	\$680.00	\$55.80	\$446.40
BMP, Drop Inlet Protection	9	EA.	\$70.00	\$630.00	\$120.00	\$1,080.00	\$85.00	\$765.00	\$122.00	\$1,098.00
BMP, Ditch Check	3	EA.	\$125.00	\$375.00	\$120.00	\$360.00	\$85.00	\$255.00	\$122.00	\$366.00
BMP, Straw Wattle	879	LF.	\$2.00	\$1,758.00	\$2.50	\$2,197.50	\$2.55	\$2,241.45	\$2.55	\$2,241.45
Connect to Existing Structure	1	EA.	\$2,500.00	\$2,500.00	\$7,100.00	\$7,100.00	\$1,950.00	\$1,950.00	\$3,151.00	\$3,151.00
Testing	1	LS.	\$10,000.00	\$10,000.00	\$8,900.00	\$8,900.00	\$4,000.00	\$4,000.00	\$6,089.00	\$6,089.00
Import Stockpile	1	LS.	\$20,000.00	\$20,000.00	\$69,000.00	\$69,000.00	\$69,000.00	\$69,000.00	\$73,975.00	\$73,975.00
Maintain Existing BMPs	1	LS.	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$250.00	\$250.00	\$228.50	\$228.50
Seeding	1	LS.	\$5,000.00	\$5,000.00	\$7,994.00	\$7,994.00	\$5,750.00	\$5,750.00	\$8,118.00	\$8,118.00
Site Clearing	1	LS.	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00	\$27,500.00	\$27,500.00	\$77,255.00	\$77,255.00
Site Restoration	1	LS.	\$15,000.00	\$15,000.00	\$6,500.00	\$6,500.00	\$100.00	\$100.00	\$508.50	\$508.50
Add. Alternate #1 "Additional Import"	10000	CY.	\$7.00	\$70,000.00	\$12.30	\$123,000.00	\$12.30	\$123,000.00	\$12.70	\$127,000.00
Add. Alternate #2 "Adjust Existing 16" Water Line"	1	LS.	\$10,000.00	\$10,000.00	\$15,500.00	\$15,500.00	\$37,250.00	\$37,250.00	\$15,235.00	\$15,235.00
SUBTOTAL PART C - STORM SEWER IMPROVEMENTS (W/ ADD. ALTERNATES)			\$459,403.00		\$764,031.50		\$811,920.45		\$758,434.65	



Bid Items:	Quantities		Unit	Engineer's Estimate		Dondlinger & Sons Construction		Mies Construction		Nowak Construction	
				Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total
PART D - STREET PAVING IMPROVEMENTS											
AC Pavement 7" (5" Bit Base)	7020	SY.		\$25.00	\$175,500.00	\$24.00	\$168,480.00	\$24.00	\$168,480.00	\$28.40	\$199,368.00
Crushed Rock Base 5", Reinforced	8804	SY.		\$10.00	\$88,040.00	\$6.00	\$52,824.00	\$6.00	\$52,824.00	\$10.20	\$89,800.80
Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	3641	LF.		\$10.00	\$36,410.00	\$9.00	\$32,769.00	\$9.00	\$32,769.00	\$16.00	\$58,256.00
Concrete C & G, Type 4 (6-5/8" & 1-1/2")	951	LF.		\$13.00	\$12,363.00	\$12.00	\$11,412.00	\$12.00	\$11,412.00	\$20.00	\$19,020.00
Excavation	1882	CY.		\$10.00	\$18,820.00	\$5.00	\$9,410.00	\$5.00	\$9,410.00	\$3.05	\$5,740.10
Inlet Adjusted	8	EA.		\$1,500.00	\$12,000.00	\$1,200.00	\$9,600.00	\$1,150.00	\$9,200.00	\$1,015.00	\$8,120.00
Inlet Hookup	8	EA.		\$1,500.00	\$12,000.00	\$650.00	\$5,200.00	\$650.00	\$5,200.00	\$456.50	\$3,652.00
Inlet Underdrain	176	LF.		\$30.00	\$5,280.00	\$1.00	\$176.00	\$1.00	\$176.00	\$25.40	\$4,470.40
Concrete Sidewalk 6"	8404	SF.		\$6.00	\$50,424.00	\$3.50	\$29,414.00	\$3.50	\$29,414.00	\$4.85	\$40,759.40
Concrete Driveway 6"	64	SF.		\$20.00	\$1,280.00	\$10.00	\$640.00	\$10.00	\$640.00	\$12.20	\$780.80
BMP, Back of Curb Protection	4593	LF.		\$3.00	\$13,779.00	\$1.25	\$5,741.25	\$1.00	\$4,593.00	\$1.25	\$5,741.25
Maintain Existing BMPs	1	LS.		\$1,000.00	\$1,000.00	\$650.00	\$650.00	\$100.00	\$100.00	\$203.00	\$203.00
Signing	1	LS.		\$3,000.00	\$3,000.00	\$2,254.00	\$2,254.00	\$2,554.00	\$2,554.00	\$2,283.00	\$2,283.00
Seeding	1	LS.		\$10,000.00	\$10,000.00	\$100.00	\$100.00	\$150.00	\$150.00	\$101.50	\$101.50
Site Clearing	1	LS.		\$10,000.00	\$10,000.00	\$150,000.00	\$150,000.00	\$96,100.00	\$96,100.00	\$15,220.00	\$15,220.00
Site Restoration	1	LS.		\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$1.00	\$1.00
SUBTOTAL PART D - STREET PAVING IMPROVEMENTS (ASPHALT)				\$464,896.00		\$485,670.25		\$430,022.00		\$453,517.25	
Bid Items:	Quantities		Unit	Engineer's Estimate		Dondlinger & Sons Construction		Mies Construction		Nowak Construction	
				Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total
6" Concrete Pavement	7020	SY.		\$ 25.00	\$175,500.00	\$ 45.60	\$ 320,112.00	\$ 48.00	\$ 336,960.00	\$ 55.80	\$ 391,716.00
Crushed Rock Base 5", Reinforced	8804	SY.		\$ 10.00	\$88,040.00	\$ 6.00	\$ 52,824.00	\$ 6.65	\$ 58,546.60	\$ 10.20	\$ 89,800.80
Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	3641	LF.		\$ 10.00	\$36,410.00	\$ 9.00	\$ 32,769.00	\$ 12.00	\$ 43,692.00	\$ 16.00	\$ 58,256.00
Concrete C & G, Type 4 (6-5/8" & 1-1/2")	951	LF.		\$ 13.00	\$12,363.00	\$ 12.00	\$ 11,412.00	\$ 14.00	\$ 13,314.00	\$ 20.00	\$ 19,020.00
Excavation	1882	CY.		\$ 10.00	\$18,820.00	\$ 5.00	\$ 9,410.00	\$ 5.00	\$ 9,410.00	\$ 3.05	\$ 5,740.10
Inlet Adjusted	8	EA.		\$ 1,500.00	\$12,000.00	\$ 1,200.00	\$ 9,600.00	\$ 1,150.00	\$ 9,200.00	\$ 1,015.00	\$ 8,120.00
Inlet Hookup	8	EA.		\$ 1,500.00	\$12,000.00	\$ 650.00	\$ 5,200.00	\$ 425.00	\$ 3,400.00	\$ 456.50	\$ 3,652.00
Inlet Underdrain	176	LF.		\$ 30.00	\$5,280.00	\$ 1.00	\$ 176.00	\$ 15.10	\$ 2,657.60	\$ 25.40	\$ 4,470.40
Concrete Sidewalk 6"	8404	SF.		\$ 6.00	\$50,424.00	\$ 3.50	\$ 29,414.00	\$ 4.25	\$ 35,717.00	\$ 4.85	\$ 40,759.40
Concrete Driveway 6"	64	SF.		\$ 20.00	\$1,280.00	\$ 10.00	\$ 640.00	\$ 10.00	\$ 640.00	\$ 12.20	\$ 780.80
BMP, Back of Curb Protection	4593	LF.		\$ 3.00	\$13,779.00	\$ 1.25	\$ 5,741.25	\$ 1.00	\$ 4,593.00	\$ 1.25	\$ 5,741.25
Maintain Existing BMPs	1	LS.		\$ 1,000.00	\$1,000.00	\$ 650.00	\$ 650.00	\$ 100.00	\$ 100.00	\$ 203.00	\$ 203.00
Signing	1	LS.		\$ 3,000.00	\$3,000.00	\$ 2,254.00	\$ 2,254.00	\$ 2,554.00	\$ 2,554.00	\$ 2,283.00	\$ 2,283.00
Seeding	1	LS.		\$ 10,000.00	\$10,000.00	\$ 100.00	\$ 100.00	\$ 750.00	\$ 750.00	\$ 101.50	\$ 101.50
Site Clearing	1	LS.		\$ 10,000.00	\$10,000.00	\$ 175,000.00	\$ 175,000.00	\$ 38,500.00	\$ 38,500.00	\$ 15,220.00	\$ 15,220.00
Site Restoration	1	LS.		\$ 15,000.00	\$15,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 1.00	\$ 1.00
SUBTOTAL PART D - STREET PAVING IMPROVEMENTS (CONCRETE)				\$464,896.00		\$662,302.25		\$567,034.20		\$645,865.25	
TOTAL BASE BID WITH ASPHALT OPTION				\$1,411,435.00		\$2,198,702.65		*\$1,982,486.95		\$1,954,437.45	
TOTAL BASE BID WITH CONCRETE OPTION				\$1,411,435.00		\$2,375,334.65		*\$2,119,499.15		\$2,146,785.45	

* CORRECTED TOTAL





1919 SW BLVD. WICHITA, KS 67213

(316) 945-7227

FAX (316) 945-7799

To:	City Of Bel Aire	Contact:	
Address:	7651 E. Central Park Ave. Bel Aire, KS 67886	Phone:	(316) 744-2451
		Fax:	(316) 744-3739
Project Name:	Chapel Landing 6th Addn	Bid Number:	24-215
Project Location:	South Of East 53rd St N And West Of N Nolen St, Bel Aire, KS	Bid Date:	2/14/2025

MIES CONSTRUCTION INC. hereby proposes to furnish all material, equipment and labor required to complete the portion in the following proposal.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Part A					
1	Pipe, SS 8"	2,429.00	LF	\$62.00	\$150,598.00
2	Riser Assembly 4", Manhole Stub	16.00	EACH	\$1,100.00	\$17,600.00
3	Riser Assembly 4", Vertical	52.00	EACH	\$3,200.00	\$166,400.00
4	MH, Connect To Existing	1.00	EACH	\$2,250.00	\$2,250.00
5	MH, Standard SS (4')	11.00	EACH	\$7,000.00	\$77,000.00
6	MH, Standard SS (5')	5.00	EACH	\$9,175.00	\$45,875.00
7	MH Adjusted, SS	1.00	EACH	\$1,150.00	\$1,150.00
8	Fill, Flowable	155.00	LF	\$200.00	\$31,000.00
9	Fill, Sand (Flushed & Vibrated)	739.00	LF	\$46.00	\$33,994.00
10	Air Testing, SS Pipe	2,429.00	LF	\$1.00	\$2,429.00
11	BMP, Construction Entrance	1.00	EACH	\$750.00	\$750.00
12	BMP, Silt Fence	2,511.00	LF	\$1.50	\$3,766.50
13	Seeding	1.00	LS	\$250.00	\$250.00
14	Site Clearing	1.00	LS	\$5,000.00	\$5,000.00
15	Site Restoration	1.00	LS	\$3,000.00	\$3,000.00
Total Price for above Part A Items:					\$541,062.50
Part B					
16	Pipe, WL 8"	2,320.00	LF	\$57.00	\$132,240.00
17	Pipe, DI 8"	14.00	LF	\$132.00	\$1,848.00
18	Fill, Protective	974.00	LF	\$1.00	\$974.00
19	Fill, Sand (Flushed & Vibrated)	165.00	LF	\$18.00	\$2,970.00
20	Fire Hydrant Assembly	3.00	EACH	\$10,000.00	\$30,000.00
21	Sample Station Assembly	2.00	EACH	\$6,500.00	\$13,000.00
22	Valve Assembly, 8"	2.00	EACH	\$3,250.00	\$6,500.00
23	Connect To Existing Structure	1.00	LS	\$6,550.00	\$6,550.00
24	Maintain Existing BMP's	1.00	LS	\$100.00	\$100.00
25	Seeding	1.00	LS	\$300.00	\$300.00
26	Site Clearing	1.00	LS	\$3,500.00	\$3,500.00
27	Site Restoration	1.00	LS	\$1,500.00	\$1,500.00
Total Price for above Part B Items:					\$199,482.00
Part C					
28	Grading, Mass	1.00	LS	\$40,000.00	\$40,000.00
29	Pipe, SWS 15"	1,029.00	LF	\$89.00	\$91,581.00
30	Pipe, SWS 18"	184.00	LF	\$102.00	\$18,768.00
31	Pipe, SWS 24"	473.00	LF	\$124.00	\$58,652.00
32	Pipe, SWS 30"	159.00	LF	\$164.00	\$26,076.00
33	Pipe, SWS 36"	296.00	LF	\$217.00	\$64,232.00
34	Pipe, SWS 42"	234.00	LF	\$291.00	\$68,094.00

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Section XI, Item C.
35	Pipe, End Section 42"	1.00	EACH	\$4,125.00	\$4,125.00
36	Fill, Sand (Flushed & Vibrated)	103.00	LF	\$20.00	\$2,060.00
37	Concrete Collar	1.00	EACH	\$1,350.00	\$1,350.00
38	Inlet, Curb (Type 1A) (L=10' W=3')	8.00	EACH	\$10,500.00	\$84,000.00
39	Inlet, Drop, Special	4.00	EACH	\$5,500.00	\$22,000.00
40	Inlet, Drop, Special (5')	2.00	EACH	\$5,900.00	\$11,800.00
41	MH, Standard SWS (4')	1.00	EACH	\$4,915.00	\$4,915.00
42	MH, Standard SWS (5')	2.00	EACH	\$5,650.00	\$11,300.00
43	MH, Standard SWS (6')	1.00	EACH	\$8,250.00	\$8,250.00
44	MH, Standard SWS (10'x6'), W/ Grated Lid	1.00	EACH	\$13,500.00	\$13,500.00
45	Rip-Rap, Light Stone	163.00	SY	\$52.00	\$8,476.00
46	BMP, Curb Inlet Protection	8.00	EACH	\$85.00	\$680.00
47	BMP, Drop Inlet Protection	9.00	EACH	\$85.00	\$765.00
48	BMP, Ditch Check	3.00	EACH	\$85.00	\$255.00
49	BMP, Straw Wattle	879.00	LF	\$2.55	\$2,241.45
50	Connect To Existing Structure	1.00	LS	\$1,950.00	\$1,950.00
51	Testing	1.00	LS	\$4,000.00	\$4,000.00
52	Import Stockpile	1.00	LS	\$69,000.00	\$69,000.00
53	Maintain Existing BMP's	1.00	LS	\$250.00	\$250.00
54	Seeding	1.00	LS	\$5,750.00	\$5,750.00
55	Site Clearing	1.00	LS	\$27,500.00	\$27,500.00
56	Site Restoration	1.00	LS	\$100.00	\$100.00
58	Adjust Existing 16" Water Line	1.00	LS	\$37,250.00	\$37,250.00

Total Price for above Part C Items: \$688,920.45

Part D Concrete

76	6" Concrete Pavement	7,020.00	SY	\$48.00	\$336,960.00
77	Crushed Rock Base 5", Reinforced	8,804.00	SY	\$6.65	\$58,546.60
78	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	3,641.00	LF	\$12.00	\$43,692.00
79	Concrete C & G, Type 4 (6-5/8" & 1-1/2")	951.00	LF	\$14.00	\$13,314.00
80	Excavation	1,882.00	CY	\$5.00	\$9,410.00
81	Inlet Adjusted	8.00	EACH	\$1,150.00	\$9,200.00
82	Inlet Hookup	8.00	EACH	\$425.00	\$3,400.00
83	Inlet Underdrain	176.00	LF	\$15.10	\$2,657.60
84	Concrete Sidewalk 6"	8,404.00	SF	\$4.25	\$35,717.00
85	Concrete Driveway 6"	64.00	SF	\$10.00	\$640.00
86	BMP, Back Of Curb Protection	4,593.00	LS	\$1.00	\$4,593.00
87	Maintain Existing BMP's	1.00	LS	\$100.00	\$100.00
88	Signing	1.00	LS	\$2,554.00	\$2,554.00
89	Seeding	1.00	LS	\$750.00	\$750.00
90	Site Clearing	1.00	LS	\$38,500.00	\$38,500.00
91	Site Restoration	1.00	LS	\$7,000.00	\$7,000.00

Total Price for above Part D Concrete Items: \$567,034.20

Total Bid Price: \$1,996,499.15

Notes:

- Stockpiles that have been hauled into the site since the bid date can be moved, placed and compacted as an over run to bid item #80 Excavation @ \$5.00 / CY.
- Anticipated start date of May 5, 2025.
- Approximately 120 working days.
- Proposed completion date of October 27, 2025.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Mies Construction Inc.

Authorized Signature: _____

Estimator: Jay Johnson
(316) 945-7227 jay@miesconstruction.com



DATE: Tuesday, March 18, 2025
TO: Mayor and City Council
FROM: City Attorney
SUBJECT: Annexation of Certain Roads Right-of-Way Requested by the Sedgwick County Board of Commissioners

Background: On October 23, 2024, the Sedgwick County Board of County Commissioners passed resolutions requesting Andale, Bel Aire, Cheney, Clearwater, Derby, Garden Plain, Goddard, Haysville, Maize, Mount Hope, and Valley Center to annex certain roads right-of-way. Sedgwick County's Resolution 223-2024, requests the City of Bel Aire to annex certain highways, that have a common boundary with the city limits of the City of Bel Aire. A copy of the resolution and a copy of a map showing where the highways are located, are attached. An ordinance that annexes the highways described in Resolution 223-2024, into the City of Bel Aire city limits, is attached as well.

K.S.A. 12-520(e) requires cities to annex highways into its city limits when a county passes a resolution that requires a city to annex highways into the city limits of a city, which have a common boundary with the city. There is no legal basis to contest this County action. It is a statutory obligation. The County could seek relief in mandamus (K.S.A. 60-801 et seq) if necessary, to obtain compliance.

Discussion: The statute is uniformly applicable to all cities, and was created by the state legislature in response to an obligation derived from a constitutional amendment passed by a state-wide referendum in 1960. It is part of a change to annexation laws that was of broad scope, enacted to create for the first time in Kansas, an even-handed system for City annexation. In passing this law, the legislature demonstrated a desire that the law enforcement and maintenance obligations for any road right-of-way adjoining an incorporated municipal jurisdiction, be handled by that proximate jurisdiction.

Financial Considerations: At the Bel Air City Council meeting on November 14, 2024, some council members shared concerns, regarding the additional costs of road maintenance and whether Sedgwick County would enter into a shared road maintenance agreement.

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

Recommendation/Action: It is recommended that City Council adopt the ordinance.

Attachments:

Ordinance with Exhibits A and B

Exhibit A: Letter from the Sedgwick County Board of County Commissioners requesting Annexation of Certain Roads Right-of-Way and Sedgwick County Resolution 223-2024

Exhibit B: Map of (3) tracts of land

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

ORDINANCE NO. _____

AN ORDINANCE INCLUDING, INCORPORATING, AND ANNEXING
CERTAIN LAND INTO THE LIMITS AND BOUNDARIES OF THE CITY
OF BELAIRE, KANSAS.

WHEREAS, the Sedgwick County Board of County Commissioners (the "Board")
passed Resolution No. 223-2024 on October 23, 2024, notifying the City of Bel Aire
(the City) under K.S.A. 12-520(e) of the existence of highways which have not become
part of the City by annexation and which have common boundaries with the City; and

WHEREAS, the Board requests the City certify by ordinance that the facts
shown in Section 1 of Resolution No. 223-2024 are correct and declare the highways
described in Section 2 of Resolution No. 223-2024 to be annexed to the City, as of the
date of the publication of this City ordinance; and

WHEREAS, K.S.A. 12-520(f) allows the governing body of any city by one
ordinance to annex one or more separate, platted tracts or lands when some part of
the land adjoins the City. Pursuant to K.S.A. 12-520(1)(f), no resolution, notice, or public
hearing is required in these instances; and

WHEREAS, the Governing Body of the City finds it reasonable to annex such
land.

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

SECTION 1. The City certifies that the facts shown in Section 1 of Resolution
NO. 223-2024 are correct. The highways described in Section 2 below, and as further
shown on the attached map, are not currently part of the City by annexation and have
a common boundary with the City. In accordance with K.S.A. 12-520(e), the City
declares the highways described in Section 2 below to be annexed into the corporate
limits of the City, as of the date of the publication of this ordinance.

SECTION 2. The highways' legal descriptions are:

- a. A tract of land in the Southeast Quarter of Section 18, Township 26 South,
Range 2 East of the 6th P.M., Sedgwick County, Kansas described as follows:
Beginning at the Southeast Corner of said Southeast Quarter; thence West
along the South line of said Southeast Quarter, to a point 50 feet West of the

42 East line of said Southeast Quarter; thence North parallel with said East line,
43 to a point 486.03 feet North of the Southeast Corner of said Southeast
44 Quarter; thence East perpendicular to the East line of said Southeast Quarter
45 a distance of 50 feet, to the East line of said Southeast Quarter; thence South
46 along said East line a distance of 486.03 feet to the Point of Beginning.
47 EXCEPT the South 30 feet thereof previously annexed; and
48

49 b. A tract of land in the Northeast Quarter of Section 17, Township 26 South,
50 Range 2 East of the 6th P.M., Sedgwick County, Kansas described as follows:
51 Commencing at the Northeast Corner of said Northeast Quarter; thence S
52 0°38'35" E along the East line of said Northeast Quarter, a distance of 364.28
53 feet to the Point of Beginning; thence S 89°21'25" W perpendicular to the
54 East line of said Northeast Quarter a distance of 50 feet; thence N 65°12'30"
55 W along the southerly line of State Highway Right-of-Way, a distance of 22.15
56 feet, to a point 70 feet West of the East line of said Northeast Quarter thence
57 S 0°38'35" E parallel with the East line of said Northeast Quarter, to the South
58 line of said Northeast Quarter; thence East along the South line of said
59 Northeast Quarter a distance of 70 feet, more or less, to the Southeast
60 Corner of said Northeast Quarter; thence N 0°38'35" W along the East line
61 of said Northeast Quarter to the Point of Beginning; and
62

63 c. A tract of land in the Northwest Quarter of Section 16, Township 26 South,
64 Range 2 East of the 6th P.M., Sedgwick County, Kansas described as follows;
65 Commencing at the Northwest Corner of said Northwest Quarter; thence
66 South along the West line of said Northwest Quarter a distance of 364.28
67 feet to the Point of Beginning; thence East perpendicular to the West line of
68 said Northwest Quarter a distance of 60 feet; thence South parallel with the
69 West line of said Northwest Quarter, to the South line of the North Half of said
70 Northwest Quarter; thence East along the South line of said North Half a
71 distance of 10 feet, more or less, to a point 70 feet East of the West line of
72 said Northwest Quarter; thence South parallel with the West line of said
73 Northwest Quarter to the South line of said Northwest Quarter; thence West
74 along the South line of said Northwest Quarter, a distance of 70 feet, more
75 or less, to the Southwest Corner of said Northwest Quarter; thence North
76 along the West line of said Northwest Quarter to the Point of Beginning.
77

78 SECTION 3. The Board's Notice and Resolution No. 223-2024 are attached as
79 Exhibit A and incorporated herein, by reference. A map illustrating the (3) tracts of land
80 to be annexed by the City is attached as Exhibit B and incorporated herein by reference.
81

82 SECTION 4. Should any section, clause, sentence, or phrase of this ordinance
83 be found to be unconstitutional or is otherwise held invalid by any court of competent

jurisdiction, such invalidity shall not affect the validity of any remaining provisions nor the annexation of any unaffected tract described herein.

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.

SECTION 6. The City Clerk shall certify a copy of this ordinance to the Sedgwick County Clerk, the Sedgwick County Register of Deeds, and the Sedgwick County Election Commissioner for filing, all in accordance with K.S.A. 12-522, and amendments thereto.

[Remainder of this Page Intentionally Left Blank]

125 Passed by the Governing Body of the City of Bel Aire, Kansas on the ____ day of
126 March, 2025.

127
128 Signed by the Mayor on the ____ day of March, 2025.

129
130
131 CITY OF BEL AIRE, KANSAS
132
133
134

135 _____
136 Jim Benage, Mayor
137

138 ATTEST:
139
140
141

142 _____
143 Melissa Krehbiel, City Clerk
144
145

146 APPROVED AS TO FORM ONLY:
147
148
149

150 _____
151 Maria A. Schrock, City Attorney



SEDGWICK COUNTY BOARD OF COUNTY COMMISSIONERS

Pete Meitzner • Sarah Lopez • David Dennis • Ryan Baty • Jim Howell

100 N. Broadway - Suite 660, Wichita, KS 67202 • Phone (316) 660-9300 • Fax (316) 383-8275

SEDGWICKCOUNTY.ORG

October 25, 2024

City of Bel Aire
Ted Henry, City Manager
7651 E Central Park Ave
Bel Aire, KS 67226

Dear Mr. Henry

Re: Annexation of Certain Roads Rights-of-Way

On October 23, 2024, the Sedgwick County Board of County Commissioners passed a resolution notifying the City of Bel Aire of the existence of highways which have not become part of the city by annexation and which have common boundaries with the city. A copy of the resolution is enclosed and along with this letter serves as notification to the city as outlined in K.S.A. 12-520(e).

We request that the city certify that the facts as shown in Section 1 of the resolution are correct and declare the highways described in Section 2 annexed as part of the City of Bel Aire.

We would appreciate receiving notice prior of this item being considered by the City Council and request that you forward a copy of the annexation ordinance to Public Works, located at 1144 South Seneca, Wichita, KS 67213, when the annexation is completed.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Baty".

Ryan Baty, Chairman
Board of County Commissioners of Sedgwick County, Kansas

Enclosure

RESOLUTION NO. 223-2024

A RESOLUTION OF THE GOVERNING BODY OF SEDGWICK COUNTY, KANSAS NOTIFYING THE CITY OF BEL AIRE OF THE EXISTENCE OF HIGHWAYS WHICH HAVE NOT BECOME PART OF THE CITY BY ANNEXATION AND WHICH HAS A COMMON BOUNDARY WITH THE CITY.

WHEREAS, under K.S.A. 12-520(e), the Board of County Commissioners of Sedgwick County, Kansas (the "Board") may notify a city of the existence of the right-of-way of any highway which has not become part of the city by annexation and which has a common boundary with the city.

WHEREAS, under K.S.A. 77-201 *Fifth* the term "highway" includes public bridges and county roads.

WHEREAS, the Board has determined the highways described below are not part of the City of Bel Aire (the "City") but share a common boundary with the City.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SEDGWICK COUNTY, KANSAS:

SECTION 1. The Board hereby certifies and notifies the City that the highways described below and as further shown on the attached maps are not currently part of the City by annexation and has a common boundary with the City.

SECTION 2. The highways' legal descriptions are:

1. A tract of land in the Southeast Quarter of Section 18, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning at the Southeast Corner of said Southeast Quarter; thence West along the South line of said Southeast Quarter, to a point 50 feet West of the East line of said Southeast Quarter; thence North parallel with said East line, to a point 486.03 feet North of the Southeast Corner of said Southeast Quarter; thence East perpendicular to the East line of said Southeast Quarter a distance of 50 feet, to the East line of said Southeast Quarter; thence South along said East line a distance of 486.03 feet to the Point of Beginning. EXCEPT the South 30 feet thereof previously annexed.
2. A tract of land in the Northeast Quarter of Section 17, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas described as follows: Commencing at the Northeast Corner of said Northeast Quarter; thence S 0°38'35" E along the East line of said Northeast Quarter, a distance of 364.28 feet to the Point of Beginning; thence S 89°21'25" W perpendicular to the East line of said Northeast Quarter a distance of 50 feet; thence N 65°12'30" W along the southerly line of State Highway Right-of-Way, a distance of 22.15

feet, to a point 70 feet West of the East line of said Northeast Quarter thence S $0^{\circ}38'35''$ E parallel with the East line of said Northeast Quarter, to the South line of said Northeast Quarter; thence East along the South line of said Northeast Quarter a distance of 70 feet, more or less, to the Southeast Corner of said Northeast Quarter; thence N $0^{\circ}38'35''$ W along the East line of said Northeast Quarter to the Point of Beginning.

3. A tract of land in the Northwest Quarter of Section 16, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas described as follows: Commencing at the Northwest Corner of said Northwest Quarter; thence South along the West line of said Northwest Quarter a distance of 364.28 feet to the Point of Beginning; thence East perpendicular to the West line of said Northwest Quarter a distance of 60 feet; thence South parallel with the West line of said Northwest Quarter, to the South line of the North Half of said Northwest Quarter; thence East along the South line of said North Half a distance of 10 feet, more or less, to a point 70 feet East of the West line of said Northwest Quarter; thence South parallel with the West line of said Northwest Quarter to the South line of said Northwest Quarter; thence West along the South line of said Northwest Quarter, a distance of 70 feet, more or less, to the Southwest Corner of said Northwest Quarter; thence North along the West line of said Northwest Quarter to the Point of Beginning.

SECTION 3. This Resolution shall become effective upon its approval and passage by the Board. The Director of Public Works is authorized to send this Resolution to the City following its approval and passage. Following receipt of this Resolution, the governing body of the City is requested to certify by ordinance that the facts stated in Section 1 are correct and declare the highways described in Section 2 annexed to the City as of the date of the publication of the ordinance.

[balance of this page intentionally left blank, signature page follows]


Commissioners present and voting were:

PETER F. MEITZNER
SARAH LOPEZ
DAVID T. DENNIS
RYAN K. BATY
JAMES M. HOWELL

Absent
aye
aye
aye
aye


Dated this 23 day of October, 2024.

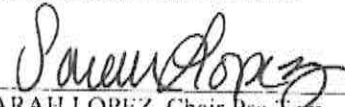
ATTEST:


KELLY B. ARNOLD, County Clerk

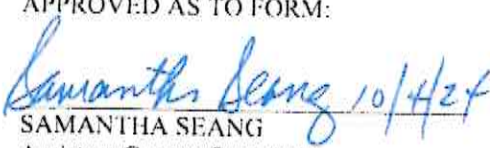


BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

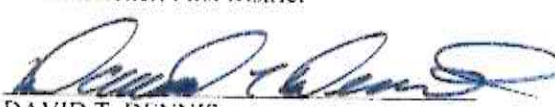

RYAN BATY, Chairman
Commissioner, Fourth District


SARAH LOPEZ, Chair Pro Tem
Commissioner, Second District

APPROVED AS TO FORM:


SAMANTHA SEANG
Assistant County Counselor

Absent
PETER F. MEITZNER
Commissioner, First District


DAVID T. DENNIS
Commissioner, Third District

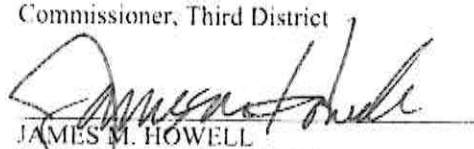
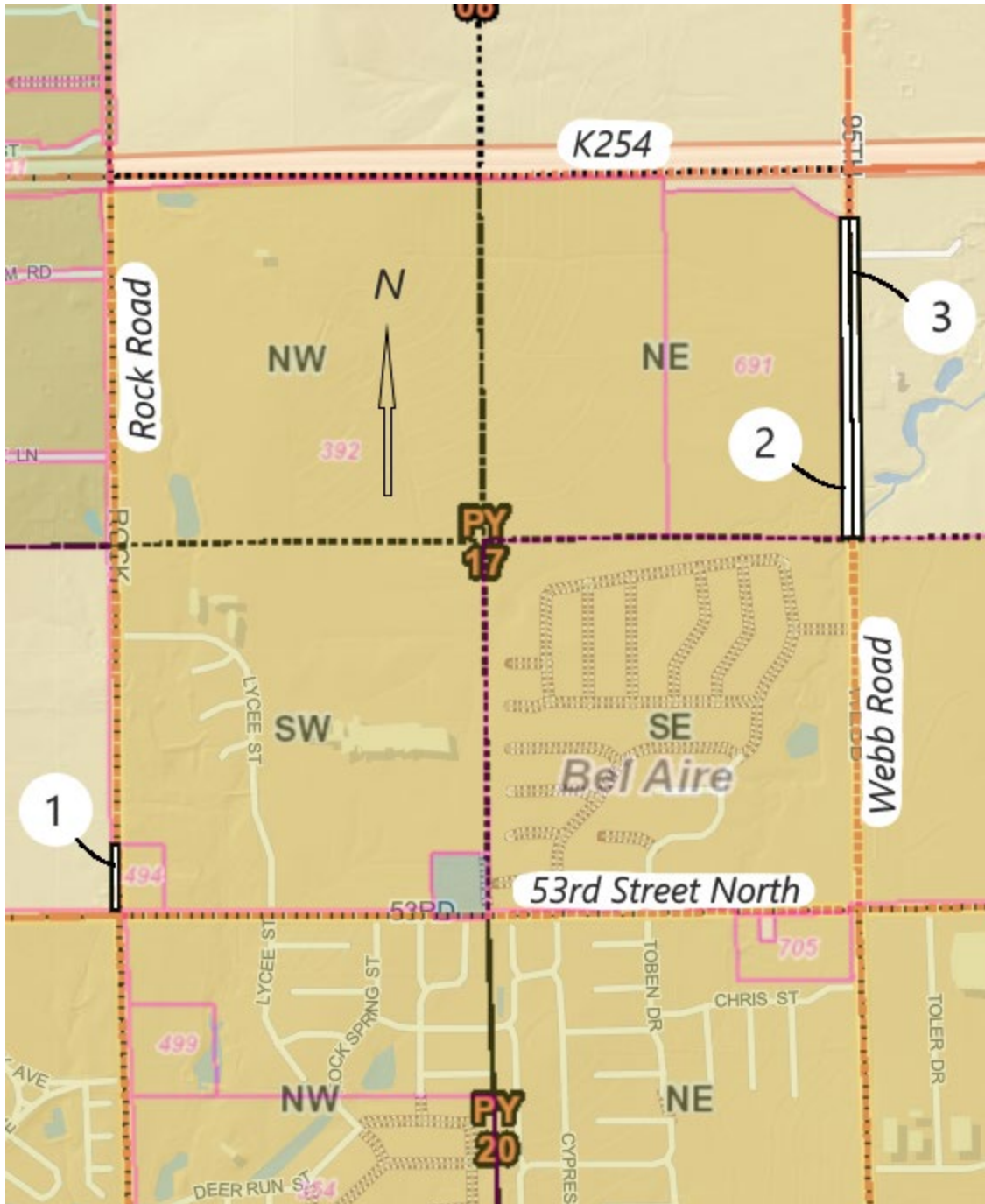

JAMES M. HOWELL
Commissioner, Fifth District



Exhibit B



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

RESOLUTION NO: _____

**A RESOLUTION DECLARING THE ENTIRE BOUNDARY
OF THE CITY OF BEL AIRE, KANSAS.**

WHEREAS, K.S.A. 12-517 requires that the Governing Body of a city declare by resolution the entire boundary of the city, before the last day of December in any year, in which territory has been added to or excluded from the city; and

WHEREAS, the Governing Body has approved annexations to the City since the last boundary declaration, on October 3, 2023.

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

SECTION 1. The entire boundary of the City of Bel Aire, Kansas is hereby declared to be, and is described as follows:

Beginning at the Southwest corner of Section 13, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North along the West line of said Section 13 to the Northwest corner of the Southwest Quarter of Section 13; thence East along the North line of said Southwest Quarter of Section 13 to the Northeast corner of the Southwest Quarter of Section 13; thence South along the East line of said Southwest Quarter of Section 13 to the North right-of-way line of East 53rd Street North; thence East along the North right-of-way line of East 53rd Street North to the West line of the East half of the Southeast Quarter of Section 13; thence South along the West line of the East half of the Southeast Quarter of Section 13 to the South line of said Section 13 and the North line of Section 24, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, thence East along said North line of Section 24 to the West right-of-way line of Woodlawn Road; thence North along said West right-of-way line of Woodlawn Road to the North right-of-way line of East 53rd Street North; thence East along the North right-of-way line of East 53rd Street North thence east to the west line of '53rd Street Substation Addition'; thence north along the west line of said Addition a distance of 490 feet to the north line of said Addition; thence east along said north line a distance of 550 feet to the east line of the south half of the Southwest quarter; thence South 490 feet to the north right of way line of 53rd Street North, thence to the West right-of-way line of Rock Road; thence North along the West right-of-way line of Rock Road to the South right-of-way line of Kansas Highway

254 (61st Street North); thence East along said South right-of-way line of Kansas Highway 254 (61st Street North) to the West line of the Northwest Quarter of Section 17, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence North along said West line to the Northwest corner of said Northwest Quarter; thence East along the North line of said Section 17 to the West line of the Webb Road right-of-way line; thence South along said West line of Webb Road on an assumed bearing of S0°38'35"E to the south line of land deeded to the State of Kansas for Highway; thence along said south line bearing S65°12'30"E a distance of 22.15 feet thence bearing N89°21'25"E a distance of 50.00 feet to the east line of Section 17; thence continuing bearing N89°21'25"E a distance of 60.00 feet to the east right-of-way line of Webb Road; thence along said east right-of-way line to the south line of the North Half, Northwest Quarter Section 16, Township 26 South; Range 2 East; thence along said south line a distance of 10 feet; thence continuing south along the east right-of-way line of Webb Road to the south line of said Northwest Quarter, said line also being the north line of the Southwest Quarter; thence along said North line of the Southwest Quarter and the North line of the Southeast Quarter of Section 16, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas to the East right-of-way line of Greenwich Road; thence South along the East right-of-way line of Greenwich Road to the North right-of-way line of East 53rd Street North; thence East along the North right-of-way line of East 53rd Street North to a point directly North of the East line of the Northwest Quarter of Section 22, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence South on said East line of the Northwest Quarter of Section 22 to the Northwest corner of the South half of the Northeast Quarter of Section 22, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence East along the North line of said South half of the Northeast Quarter to the East line of Section 22, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence South along said East line of Section 22 to the South line of the Northeast Quarter of Section 22, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence West along the South line of the Northeast Quarter and the South line of the Northwest Quarter of Section 22, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas to the East right-of-way line of Greenwich Road; thence South along the East right-of-way line of Greenwich Road to the South right-of-way line of East 45th Street North; thence West along the South right-of-way line of East 45th Street North to a point directly South of the West line of the Southeast Quarter of Section 21, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence North along said West line of the Southeast Quarter of Section 21 to the Northeast corner of the Northwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT that part lying in the North and West of Mopac ROW and EXCEPT the West 60 feet for road. ; thence West along the North line of the Northwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas to the

84 East right-of-way line of Webb Road; thence South along the East right-of-way
 85 line of Webb Road to the South right- of-way line of East 45th Street North;
 86 thence West along the South right-of-way line of East 45th Street North to a point
 87 directly South of the West line of the Southeast Quarter of Section 20, Township 26
 88 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence North along
 89 said West line of the Southeast Quarter of Section 20 to the Southeast corner of the
 90 Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th
 91 P.M., Sedgwick County, Kansas; thence West along the South line of the
 92 Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th
 93 P.M., Sedgwick County, Kansas to the East right-of-way line of Rock Road; thence
 94 South along the East right-of-way line of Rock Road to the North right-of-way line
 95 of East 45th Street North; thence West along the North right-of-way line of East 45th
 96 Street North to the West right-of-way line of Rock Road; thence South along the
 97 West right- of-way line of Rock Road to the Northerly line of MOPAC Railroad
 98 right-of-way; thence Southwesterly along said Northerly line of said railroad to the
 99 East line of the West Half of the Northeast Quarter of Section 30, Township 26
 100 South, Range 2 East; thence North along the East line of the West Half of the
 101 Northeast Quarter of said Section 30 to the South right-of-way line of East 45th
 102 Street North; thence West along said South line of said East 45th Street North to
 103 the West line of said Northeast Quarter of said Section 30; thence South along said
 104 West line of said Northeast Quarter of said Section 30 to a point on the Northerly
 105 line of said MOPAC railroad; thence Southwesterly along the Northerly line of
 106 said railroad to a beginning at a point on the West line of said Southwest Quarter,
 107 said point being 75 feet north of the South line of said Southwest Quarter: thence
 108 North along the West line of said Southwest Quarter to the Northerly Right-of way
 109 line of the Missouri Pacific Railroad; thence Northeasterly along said Railroad
 110 Right-of-way to a point 50 feet East of the West line of said Southwest Quarter;
 111 thence South parallel with the West line of said Southwest Quarter to
 112 the Southwest Corner of Lot 1, Block 1, "NORTHBROOK MEADOW", an
 113 Addition to Wichita, Sedgwick County, Kansas; thence East along the South
 114 line of said Lot 1, a distance of 10 feet to a point 60 feet East of the West line
 115 of said Southwest Quarter; thence South parallel with the West line of said
 116 Southwest Quarter. a distance of 66 feet to the Northwest Corner of Lot 1,
 117 Block 1, " NORTHBROOK MEADOW 2ND ADDITION ", an Addition to
 118 Wichita. Sedgwick County, Kansas; thence continuing South along the West
 119 line of said Addition, to the Southeast Corner of the Southeast Quarter of
 120 Section 25, Township 26 South, Range 1 East of the Sixth Principal Meridian,
 121 Sedgwick County, Kansas; Thence on an Assumed Bearing of North 01
 122 °03'19"West along the East line of said Southeast Quarter, a distance of 75.00
 123 Feet; Thence South 89°19'08"West parallel with the South Line of said
 124 Southeast Quarter, a distance of 30.91 Feet, to a point that is on the back of
 125 curb; Thence Southwesterly along an Arc following the back of curb, a
 126 distance of 67.21 Feet, with an arc Radius of 50.00 Feet, and a Chord Bearing

of South 44°01'1 9"West and Chord Length of 62.26 Feet, to a point of termination on the back of curb; Thence South 01°03'19"East parallel with the East line of said Southeast Quarter, a distance of 30.75 Feet, to a point on the South line of said Southeast Quarter; Thence South to the Northeast right of way line of 37th Street, 75' south of the Northeast of section 36 Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence to the South right-of-way line of East 37th Street North; thence West along the South right-of-way line of East 37th Street North to the West right-of-way line of Oliver Street; thence North along the West right-of-way line of Oliver Street to the point of beginning. Except a tract of land legally described as a tract commencing at the Northeast corner of Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, a point beginning 602 ft West of the NE Corner quarter South 219 feet, North 219 feet East to the Beginning W 108 feet and the Southwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

End of description.

SECTION 2. This Resolution replaces all previously adopted boundary declarations by the City of Bel Aire, whether by ordinance or by resolution.

SECTION 3. This Resolution 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.

[Remainder of this page intentionally left blank]

PASSED by the City Council this _____ day of March, 2025.

SIGNED by the Mayor this _____ day of March, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM:

Maria A. Schrock, City Attorney



DATE: Tuesday, March 18, 2025
TO: Mayor and City Council
FROM: City Attorney
SUBJECT: Illegal Camping Ordinance

Background: On June 28, 2024, the United States Supreme Court decided *City of Grants Pass v. Johnson*, 603 U.S. 520, (2024). The Court held that local government ordinances with civil and criminal penalties for camping on public land did not violate the Eighth Amendment’s Cruel and Unusual Punishments Clause. In addition, such ordinances do not criminalize the mere status of homelessness, but instead prohibit such actions as occupying a campsite on public property for the purpose of maintaining a temporary place to live.

Discussion: On January 14, 2025, the City Council reviewed the proposed ordinance and provided staff direction. This ordinance offers definitions, establishes processes, allows enforcement by the Bel Aire Police Department, and includes penalty provisions.

- The City Manager or the City Manager’s designee, may issue a temporary permit to allow camping on public property.
- Unlawful camping at certain locations on public property or on public right-of-way, will lead to immediate removal. Some of those locations are;
 - in or under bridges, overpasses, highways, or
 - within 50 feet of medians, roadways, highways, railways, bike paths, walking trails, or
 - within 100 feet of park pavilions, community centers, or public restroom, or
 - within 500 feet of playground equipment, schools or childcare facilities, public or private swimming pool.
- For other locations, individuals will be given (8) hours to vacate the property.
- Procedures are established for individuals to retrieve identification documents and other non-soiled items that have been impounded. Items that are soiled, wet or mildewed, do not need to be maintained. Impounded items must be kept a minimum of (120) days.
- Camping on private property is prohibited unless the individual is the owner/lessor of the private property or has written permission from the owner to camp on the private property. Such permission must include the name, address, and phone number of the owner giving authorization.
- Penalties for illegal camping is a fine not to exceed \$200, or imprisonment of (30) days in custody, or both fine and imprisonment. If the court determines that the defendant is indigent, it may allow the defendant to complete community service for any fines and costs owed.

Financial Considerations: No financial data available at this time.

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

Recommendation/Action: It is recommended that City Council adopt the ordinance.

Attachment: Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE CREATING SECTIONS 06.05.01, 06.05.02, 06.05.03, 06.05.04, 06.05.05, 06.05.06, 06.05.07, 06.05.08, 06.05.09, 06.05.10, 06.05.11, 06.05.12, 06.05.13, OF THE CODE OF THE CITY OF BEL AIRE, KANSAS PERTAINING TO ILLEGAL CAMPING.

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

Article 5. Camping on Public Property

SECTION 1. Section 06.05.01 of the Code of the City of Bel Aire is hereby created to read as follows: **Preamble.**

WHEREAS, the City of Bel Aire has an important governmental interest in ensuring the streets and public areas within the city are readily accessible and available to the public at large; and

WHEREAS, the use of these areas for camping purposes interferes with the rights of others to use the areas for which they were intended; and

WHEREAS, the use of these areas for camping purposes can constitute a public health and safety hazard which adversely impacts commercial areas and neighborhoods; and

WHEREAS, the purpose of this Chapter is to maintain streets, parks and other public property and areas within the City of Bel Aire in a clean, sanitary and accessible condition and to adequately protect the health, safety and public welfare of the community, while recognizing that, subject to reasonable conditions, camping and camping activities associated with special events can be beneficial to the cultural and educational climate in the city; and

WHEREFORE, the City of Bel Aire enacts the following ordinances prohibiting camping upon property within the city.

SECTION 2. Section 06.05.02 of the Code of the City of Bel Aire is hereby created to read as follows: **Definitions.**

As used in this Chapter:

(a) “Camp” means to use property for living accommodation purposes. Camping activities include, but are not limited to:

1. Sleeping activities or preparing to sleep including the laying down of bedding for the purpose of sleeping;
2. Storing or utilizing personal property used for camping, including, but not limited to, clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, tarpaulin, or other similar materials;
3. Making any fire or cooking meals; and
4. Using any tent or camping in a parked operable or inoperable vehicle, camper, recreational vehicle, trailer or other such mode of transportation.

These activities constitute camping when it reasonably appears, in light of the circumstances, that a person or persons are using such property, location or vehicle as a living accommodation.

(b) “Flood control works” means the system comprised of flood walls, pump stations and ponding areas that serve to protect the city from flooding.

(c) “Personal Property” means any and all tangible property, and includes, but is not limited to, goods, materials, buckets, furniture, merchandise, tents, tarpaulins, bedding, sleeping bags, huts, lean-tos, hammocks, personal items such as luggage, backpacks, clothing,

wagons, trailers, shopping carts, campers, documents and medication, and other household items or any other shelter or structure.

(d) "Private Property" means all property that is located within the boundaries of the city, except for property that is owned, leased or controlled by the City of Bel Aire.

(e) "Public Property" means any publicly owned property, including but not limited to streets, sidewalks, alleys, golf courses, bike paths, walking trails, parks, parking lots, parking garages, easements, improved or unimproved land, or any buildings or physical structures owned, leased, or managed by the City or other governmental agency.

(f) "Public Right-of-Way" means the entire width of the area from property line to property line including all area intended, designed or used for vehicular or pedestrian traffic and the area between the roadway and the abutting private property line. For the purposes of this Chapter, such area shall include, but not be limited to the area and the portion of the property between the sidewalk and curb, whether such area is paved or unpaved.

(g) "Temporarily Camp" means camping for a period not exceeding seventy-two (72) consecutive hours.

SECTION 3. Section 06.05.03 of the Code of the City of Bel Aire is hereby created to read as follows: **Temporary Camping Permits – Issued by the City Manager.**

The City Manager or the City Manager's designee, may issue a temporary permit to allow camping on public property, or storage of personal property on public property in connection with a special event. A special event is intended to include, but not be limited to, programs operated by the departments of the city, youth or school events, marathons or other sporting events, scouting activities, historical reenactments or

community events, as that term is defined in Section 3.11.020 of this Code.

The City Manager or the City Manager's designee shall adopt rules and regulations governing the criteria for the application for, and review and approval of such temporary camping and storage permits and is further empowered to ascertain that the operation or maintenance of any temporary camp or campsite or storage of personal property to which these permits will apply, will in no way jeopardize the public health, safety or welfare. For this purpose, the City Manager or the City Manager's designee is also empowered to implement additional rules and regulations as necessary, pertaining to all aspects of the temporary camping or storage permits, including the revocation of such permits issued pursuant to this section if the City Manager or the City Manager's designee becomes satisfied that the maintenance or continuing operation of the camp or campsite or the storage of personal property is adverse to the public health, safety, and welfare.

SECTION 4. Section 06.05.04 of the Code of the City of Bel Aire is hereby created to read as follows: **Unlawful Camping – Notice to Vacate Property within 8 Hours.**

(a) It is unlawful and a public nuisance for any person or persons to Camp in or upon any public property or public right-of-way, unless such person or persons have been granted a temporary camping permit allowing such activity as set forth in Section 06.05.03. Unless otherwise specified by this Chapter, a person found camping on Public Property or Public Right-of-Way shall be given a notice to vacate property within 8 hours. Such notice shall be served on such person, if present, or be posted near the camp property or upon the camp property in a visible location. A change in location of the Camp and/or Personal Property within the line of sight from the Camping location will not require a new notice to vacate property within 8 hours,

99 to be given.

100 (b) A person may be cited with violation of this Section if the individual refuses to leave
101 and/or remove all Personal Property within the period contained in the notice or has previously
102 been provided notice that Camping on such Public Property or Public Right-of-Way is
103 prohibited.

104 SECTION 5. Section 06.05.05 of the Code of the City of Bel Aire is hereby created to
105 read as follows: **Unlawful Camping- Immediate Removal.**

106 (a) In order to protect the health, safety and welfare of the citizens of Bel Aire and its visitors,
107 Camping in areas which pose health and safety concerns or where Camping directly
108 adversely affects the economic development of such area may be immediately abated as
109 set forth below.

110 (b) It is unlawful and a public nuisance for any person to Camp on Public Property or on Public
111 Right-of-Way at the locations listed below. Any such person violating this section may be
112 removed, along with their Personal Property, immediately without prior notice. These areas
113 include:

- 114 1. In or under bridges, overpasses, and/or highways;
115
- 116 2. Within 50 feet of bus shelters, medians, roadways, highways, traffic circles,
117 roundabouts, railways, bike paths, walking trails, wastewater delivery systems,
118 water delivery systems, electric substations, or communication transmission
119 systems;
- 120 3. Within 20 feet of any doorway, loading dock, elevator, stairway or fire
121 escapes located on public or private property;
- 122 4. Any land deemed dangerous by virtue of contamination;

5. Any land used for flood control;

6. Within 500 feet of playground equipment, schools or childcare facilities, whether such playground equipment, school and childcare facilities are located on Public or Private Property;

7. Within 500 feet of a public or private swimming pool, splash pad, private or public golf course, or cemetery;

8. Inside or within 100 feet of park pavilions, community centers or park shelters; or

9. Inside or within 100 feet of a public restroom.

(c) A person may be cited with violation of this Section if the individual refuses to leave and/or remove all Personal Property immediately or has previously been provided notice that camping on such Public Property or Public Right-of-Way is prohibited.

SECTION 6. Section 06.05.06 of the Code of the City of Bel Aire is hereby created to read as follows: **Unlawful Camping— Private Property.**

(a) Unless such person is the owner, lessee or tenant of such property, it is unlawful and a public nuisance for any person to Camp on Private Property.

(b) It is unlawful and a public nuisance for any person to Camp or sleep on Private Property in any vacant or unoccupied barn, garage, shed, shop or other accessory structure.

(c) A person may be allowed to Temporarily Camp on Private Property with the written permission of the owner or person entitled to possession. Such permission must include the name, address and phone number of the person giving such authorization. It is unlawful for a person to Camp or Temporarily Camp on Private Property without authorization of the owner

or occupant. Such person may be removed, along with their Personal Property immediately without prior notice.

(d) It is unlawful for any person to Camp on Private Property in any operable or inoperable automobile, truck, camper, recreational vehicle or other trailer or other such mode of transportation.

1. This section shall not apply to individuals who Temporarily Camp in such vehicles which are located on Private Property with the written permission of the owner. Such written permission must include the Name, Address and Phone Number of the person giving such authorization.

~~2.~~ This section shall not apply to individuals who Temporarily Camp on commercial properties with permission of the property owner. Permission may be inferred if the property is commercial property and is posted in such a manner that overnight parking is allowed.

(e) A person may be cited with a violation of this Section if the individual refuses to leave and/or remove all Personal Property immediately or has been provided prior notice that Camping on such Private Property is prohibited. Signage which is clearly visible stating that the property is private or that no trespassing is allowed constitutes sufficient notice that Camping is not allowed on such private property.

SECTION 7. Section 06.05.07 of the Code of the City of Bel Aire is hereby created to read as follows: **Impounding of Personal Property.**

(a) It shall be unlawful for any person to fail to remove Personal Property located on property as described in Section 06.05.04 after 8 hours that the notice to vacate property within 8 hours

was given.

(b) All such Personal Property which is not removed following the required notice may be impounded by the City in accordance with the provisions set forth below.

(c) In the event Personal Property poses an immediate threat to the health or safety of the public, it may be removed without prior notice and discarded. For purposes of this section, “immediate threat” includes, but is not limited to, Personal Property that has been tainted with blood or other bodily fluids, feces, urine, bed bugs, fleas or other pests, soiled, wet or mildewed, or property that blocks the ingress and egress to buildings, sidewalks, bike paths, walking trails or walkways.

(d) Evidence of a crime, contraband, explosives, firearms, weapons, fireworks or other flammable materials may be removed without prior notice.

(e) Personal Property may be immediately removed without prior notice for violations of Section 06.05.04 and 06.05.05 of the Code of the City of Bel Aire.

SECTION 8. Section 06.05.08 of the Code of the City of Bel Aire is hereby created to read as follows: **Notice of Removal.**

(a) The notice required by Section 06.05.03 of this Chapter shall be deemed to have been served if a notice is served on the person in possession of or claiming ownership of the Personal Property or posted conspicuously on or near the Personal Property prior to removal of such property. The notice shall contain the following:

1. A statement that Personal Property is to be removed.
2. The location, date and time the notice was posted.
3. General description of the Personal Property to be removed.

194
195 4. A statement that the Personal Property will be discarded or impounded if not
196 removed within 8 hours.

197 5. A statement that moving Personal Property to another area shall not be removing
198 Personal Property as required by the notice, within the City of Bel Aire.

199 6. Agency information for the individual to contact to retrieve impounded Personal Property.

200
201 7. Contact information for services for the homeless including WPD Homeless
202 Outreach Program, the Multi-Agency Center, and United Way.

203 8. A statement that impounded Personal Property may be discarded or otherwise disposed
204 of, if not claimed within 30 days after impoundment.

205 (b) Following removal of Personal Property without prior notice, a notice consistent with
206 the provisions above will be posted in a visible location on the property from which the
207 Personal Property was removed.

208 SECTION 9. Section 06.05.09 of the Code of the City of Bel Aire is hereby created
209 to read as follows: **Disposition of Impounded Property.**

210 (a) Personal identifiable property such as identification documents, firearms, and prescription
211 medication in its original container should be impounded as Personal Property and retained
212 by the City of Bel Aire for 120 days pursuant to Section 02.04.06, et. seq.

213 (b) Items that are soiled, have been exposed to the elements, or of a de minimis monetary value
214 shall be destroyed. The property site, including Personal Property, should be photographed
215 prior to removal by the city employee or other person authorized by the City of Bel Aire to

remove or impound such property.

(c) The City shall maintain a record of photographs of the items removed, the date(s)

any Personal Property was impounded, released, discarded and/or disposed of.

(d) The owner or any other person entitled to the retained Personal Property may retrieve the

Personal Property prior to its disposal upon submitting satisfactory proof of ownership. A

person may establish proof of ownership by, among other methods, describing the location and

date when the Personal Property was impounded and providing a reasonably specific and

detailed description of the Personal Property.

SECTION 10. Section 06.05.10 of the Code of the City of Bel Aire is hereby created to read as follows: **Enforcement of Provisions of Code.**

The Bel Aire Police Department is authorized to enforce and issue complaints for violations of this Chapter. Any other department or individual designated and authorized by the City Manager by Administrative Regulation, are authorized to enforce all other provisions of this Code.

All departments or other designated individuals shall complete all necessary training as recommended by the Chief of Police prior to enforcement of the provisions of this Code.

SECTION 11. Section 06.05.11 of the Code of the City of Bel Aire is hereby created to read as follows: **Violations—Penalty.**

Any person who is convicted of a violation of any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed \$200.00, or by imprisonment for not more than 30 days, or by both such fine and imprisonment. Provided, however, that if it be shown to the Court that the person convicted is indigent, the Court may, in its discretion, order that such person, in lieu of the payment of any fine imposed herein and/or

court costs mandated by Chapter 5.02 of this Code for a violation of this Chapter, be allowed to perform public service to satisfy the payment of such fine and/or costs. The Court shall make a finding of indigency and shall note the same upon the court disposition sheet resulting from the violation, along with the number of public service hours to be performed by such person. In addition to the penalties set forth herein, the City Attorney may institute civil actions to abate a public nuisance under this Chapter.

SECTION 12. Section 06.05.12 of the Code of the City of Bel Aire is hereby created to read as follows: **Violations Not Exclusive.**

Violations of this Code are in addition to any other violation enumerated within the ordinances of the Code of the City of Bel Aire. This Code in no way limits the penalties, actions or abatement procedures which may be taken by the city for a violation of this Chapter which is also a violation of any other ordinance of the city or statute of the State of Kansas.

SECTION 13. Section 06.05.13 of the Code of the City of Bel Aire is hereby created to read as follows: **Severability.**

If any Section, Subsection or Clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

SECTION 14. This ordinance shall be included in the Code of the City of Bel Aire, Kansas, and shall be effective upon its passage and publication once in the official city paper.

[Remainder of this page intentionally left blank]

PASSED by the Governing Body of the City of Bel Aire, Kansas, on the _____ day of
March, 2025.

APPROVED by the Mayor on the _____ day of March, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

City of Bel Aire, Kansas

STAFF REPORT

DATE: March 11, 2025

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

FROM: Brian Hayes, Recreation Director

RE: January & February Activities

Recreation

- 103 players on 17 youth basketball teams completed another successful season on Feb.22nd.
- Indoor Soccer began 2 days after basketball was competed with 168 players on 15 teams which is slightly down from 181 last year. The program will finish the Saturday of Spring Festival on 4/12.
- Nine 3rd-8th grade Bel Aire teams consisting of over 100 youth have registered so far to play in the Wichita Heights Junior Baseball Softball League. This is the most number of teams we have entered into the league second to last year's 8 teams. We don't get enough teams of our own in these divisions to offer a program so we have participated in this league for over 20 years. The WHJBSL consists of teams from Bel Aire, Park City, Valley Center, Newton, Andover, Circle, Whitewater, and El Dorado. BA teams practice and play half their games here and the other half away. Practices begin in March and games begin in late April through July.
- Taekwondo class participation was up in February with 21 compared to 14 in January.
- Exercise classes continue to be steady with 20 participants.
- Tippi Toes Dance is again underway with 8 participants.
- A new activity for toddlers called Tot Time began in January with some initial success. Anywhere from 2 -10 children joined us for an unstructured time set aside to explore mats, shapes, and ball activities. The interest has seemed to fall off so will reevaluate it's continuance in the coming weeks.
- February drop-in use had 446 sign-ins which is down from 540 in January.
- The agreement with Wichita Gymnastics is nearly complete and we hope to be starting classes soon.
- Baseball/Softball infield work has been completed other than sifting out some foreign rocks in the new shale. Staff & volunteers will be working on removing rocks as practices begin in March.

- The Tyler Tech Recreation module is now live. Staff began online training last Nov in preparation of the new system. Currently there are several hardware issues that are being worked around and staff are still implementing new and improved efficiencies. The same software is planned to be used at the pool this summer.
- Upcoming programs include Spring Break Camp, Blastball, Short Sports, Soccer Stars, TGA Golf & Spring Festival.

Seniors

- 695 seniors signed in February for cards, pickleball, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 724 in January.
- Programs included a scam & fraud presentation, planning committee meeting, and a folk dance presentation. In all there were 15 ongoing programs, 6 special activities, and 7 educational sessions offered.
- Upcoming Senior activities include dinner with a musical performance, an outing to His Helping Hands, a St. Patrick's Day event, a Kansas Legal Services presentation, as well as the many ongoing baseline programs, games, crafts, and communications.



MANAGER'S REPORT

DATE: March 18, 2025
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: March 14, 2025 Agenda



Consent Agenda

In addition to the Minutes of the March 5th regular City Council meeting and the March 11th special meeting, the Consent Agenda includes several other items:

Revised Petitions and Amending Resolutions for Improvements to serve Chapel Landing 6th Addition – The developer of Chapel Landing 6th Addition has submitted new petitions in order to encompass additional development costs. Accordingly new Resolutions have been drafted to authorize the improvements.

Petitions and Resolutions for Improvements, Phases 1 and 2 of Skyview at Webb Addition – The Resolutions authorize the improvements outlined in the petitions. These improvements will ultimately be bonded and spread as special assessments against the benefiting lots.

Appropriations Ordinance

This appropriation ordinance encompasses 02/26/2025 through 03/12/2025 expenses and one payroll cycle. Expenditures amounted to \$368,614.68. Of the reported expenses, \$51,274.50 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances

Finance Director Barry Smith will give a presentation about the calendar for drafting the 2026 city budget.

Development Agreement, Skyview at Webb Addition (Item A)

The development agreement outlines the developer's responsibilities before, during and after construction of the addition. The developer has agreed to these terms. The agreement now comes before Council for final approval. City Attorney Maria Schrock will be available for any questions. Staff recommends approval of the agreement.

Dedications, Final Plat of Skyview at Webb Addition (Item B)

At their December meeting, the Bel Aire Planning Commission reviewed and approved the preliminary plat for Skyview at Webb Addition. A final plat was then submitted by the Developer, and reviewed by city staff, utility companies and local emergency services. Following review, the final plat was reviewed and approved by the Planning Commission at their meeting in January 2025. Now, the City Council will consider accepting the dedications of public

streets, utility easements, etc. as they are presented in the final plat. Staff recommends approval of the plat as presented.

Bid Selection for Improvements to serve Chapel Landing 6th (Item C)

The Developer of Chapel Landing 6th is ready to move forward with the construction of the Water, Sanitary Sewer, Storm Sewer and Paving Improvements to support the subdivision. The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. Bids were accepted on October 3, 2024 for the project. Three contractors submitted bids. This project came considerably over the Engineer's Estimate so the Developer requested to hold the project until they could decide what they wanted to do. In February, 2025, Baughman reached out to Anne asking if they could negotiate directly with Mies (the low bidder for the concrete paving option) to try to come to a bid price that was acceptable to the Developer. Baughman worked with Mies and made the following adjustments to the project:

1. Adjusted the working days and start date for the project from 90 (as bid) to 120.
2. Removed Alternate #1 (Additional Import of 10,000 cubic yards of soil).
3. Include the soil that the Developer imported to the project site in the interim in the mass grading/street portion of the project.

Staff recommends that the City Council accept the revised bid from Mies Construction in the amount of \$1,996,499.15. Anne will be at the meeting to answer questions.

Annexation Ordinance, Roads (Item D)

The City Council tabled this annexation item in December. On October 23, 2024, the Sedgwick County Board of County Commissioners passed resolutions requesting Bel Aire and 10 other area cities to annex certain roads right-of-way. Sedgwick County's Resolution 223-2024, requests the City of Bel Aire to annex certain highways, that have a common boundary with the city limits of the City of Bel Aire. K.S.A. 12-520(e) requires cities to annex highways into its city limits when a county passes a resolution that requires a city to annex highways into the city limits of a city, which have a common boundary with the city. There is no legal basis to contest this County action. It is a statutory obligation. The County could seek relief in mandamus (K.S.A. 60-801 et seq) if necessary, to obtain compliance. A copy of the resolution and a copy of a map showing where the highways are located, are included in the packet. An ordinance that annexes the highways described in Resolution 223-2024, into the City of Bel Aire city limits, is included as well. Maria will be available for questions.

City Boundary Resolution (Item E)

Related to Item D, when new land is annexed into the City, before December 31st of that year, state statute requires the City to adopt a Resolution declaring the new boundaries of the City. Maria has prepared the Resolution, and it is included in your packet.

Executive Session (Item XII)

Staff is not aware of the need for an executive session at this time.