

APPLICATION

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

BOARD OF ZONING APPEALS

☐ To vary applicable requirements in Sections 10-107c1 through 5 in conjunction with a Conditional Use Application.

☒ Conditions placed on permitted Conditional Use _____

Adding swimming pool to back yard 16x36

☐ Security bond is required

☐ Approved

☐ Rejected

Name of owner Edgle + Kendra Waldon

Address 8667 E. Chris, Bel Aire, KS 67226 Telephone (316) 249-2459

Agent representing the owner _____

Address _____ Telephone _____

1. The application area is legally described as Lot(s) 1; Block(s) 3, Rockspring Addition, Bel Aire, Kansas. If appropriate, a metes and bounds description may be attached.

2. The application area contains 8,841 S.F. acres.

3. This property is located at (address) 8661 N. Chris, Bel Aire, Ks 67226 which is generally located at (relation to nearest streets) 53rd + Rock.

4. State why the proposed conditional Use will not cause substantial injury to the value of other property in the neighborhood, how it is to be designed within district regulations:

Shouldn't effect anyone's property value, but ours

5. County control number: _____

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

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

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

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

1. Applicant Ralph Construction Phone (316) 239-7465
Address 8550 SW Parallel St. Zip Code _____
Towanda, Ks. 67144
Agent _____ Phone _____
Address _____ Zip Code _____

2. Applicant _____ Phone _____
Address _____ Zip Code _____
Agent _____ Phone _____
Address _____ Zip Code _____

3. Applicant _____ Phone _____

Address _____ Zip Code _____

Agent _____ Phone _____
Address _____ Zip Code _____

4. Applicant _____ Phone _____
Address _____ Zip Code _____

Agent _____ Phone _____
Address _____ Zip Code _____

5. Applicant _____ Phone _____
Address _____ Zip Code _____

Agent _____ Phone _____
Address _____ Zip Code _____

6. Applicant _____ Phone _____

Agent _____ Phone _____
Address _____ Zip Code _____

7. Applicant _____ Phone _____

Agent _____ Phone _____
Address _____ Zip Code _____

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



Applicant's Signature

BY

Authorized Agent (If Any)

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



A Division of Mike Caro Construction, Inc. (316) 688-5284

THIS AGREEMENT made this 4 day of JAN 2022 between

KURT & LINDA WILSON, hereinafter called the "OWNERS", and

Mike Caro Construction, hereinafter called the "CONTRACTOR".

WITNESSETH:

WHEREAS, the owners are the owners of real property located 8667 N. CHRIS
RD. APT. 105 67326 and

WHEREAS, the owners are desirous of having the contractor install a SWIMMING POOL on said real property owned by the owners.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

The owners herein agree to purchase and the contractor herein agrees to sell and install a SWIMMING POOL in an excavation on the owner's property suitable to contain a 5' x 16' pool approximately 16 ft. wide at deep end, 16 ft. wide at shallow end and 16 ft. long for the principal sum of 61,000 DOLLARS, to be paid as follows:

- PAID
- | | |
|------------------------|--|
| 1. (\$ <u>10,000</u>) | concurrent with the signing of this agreement |
| (\$ <u>20,000</u>) | upon completion of the excavation. |
| (\$ <u>25,000</u>) | upon delivery of pool kit to job site. |
| (\$ <u>15,000</u>) | immediately upon the connection of the filter. |
| (\$ <u>1,000</u>) | immediately upon completion of project |

2. Contractor agrees to do necessary excavation suitable to contain aforesaid pool, supply the material and labor necessary for pool, together with one diving board, 8' x 4' diving board underwater light, 4' x 8' walk around pool. (Cross out items not applicable) 16 steps w/ submersible

Top Track AutoCover, WHITE Alum. coping, 2" x 10" Riser,
Salt System, 1hp Pump, SAND FILTER, 1 SKimmer,
2 Tots, 2 Drains, MAINT. Equip.

3. The owners agree to provide reasonable access to the pool site for all personnel and equipment as well as for the storage of any materials or supplies necessary to construct and complete the pool. The owners and contractor agree that the contractor will backfill and return yard to rough grade, but that the contractor shall not be liable or responsible for damage to the cable, phone, sprinklers, grass, lawns, shrubbery, trees, walks and driveways or patios, etc.

4. The parties hereto further agree that the contract does not include electrical wiring, or gas lines of any kind.

5. The contractor agrees that all materials used on completing the pool installation shall be of good quality and that all work will be done in a good workmanlike manner, and that it will remedy any defect in the workmanship of which it receives written notice within one year after connection of the filter, without additional cost to the owners. The owners agree, however, that with respect to all assemblies or units purchased by the contractor for installation in the pool (such as filters, motors, heaters, standard fittings, accessories and other purchased items), that they shall look solely to the manufacturer's guaranty and not to the contractor.

6. The parties hereto further agree that the contractor's Warranty shall not be available to the owners unless the entire amount of the contract, together with any extras, shall have been paid by the owner in full.

7. The parties hereto further agree that there are no warranties or representations made by or on behalf of the contractor other than those specifically set forth herein.

8. The parties hereto further agree that the contractor shall not be liable for any damages which may be caused by surface drainage around the pool, floods, or acts of God.

9. Owners guarantee that immediately on the completion of the pool that he or she will become responsible for the prevention of any damage to the pool by flood, surface drainage, underground springs, etc. that might flood the pool while it is full, or empty by taking pressure relief plug out of the main drain and by filling the pool with water.

10. The owners agree to indicate by stake the exact site of the pool and represent and warrant the area within which the pool and any other construction pursuant to this agreement is to be placed, is within the property lines of the owners, and that same is clear of set back lines or any other restrictions, whether by zoning or by deed. In this connection, the owners agree to hold the contractor harmless for any claims or damages against the contractor by reason of any mistake on the part of the owners in the location of the site of the pool or by reason of the violation of any zoning or deed restriction.

11. The owners agree with contractor that they will pay the contractor the contractor's actual cost plus 15% for the removal of any underground obstacles, removing, refilling and compacting filled ground, control of water seepage, or any conditions, changes or modifications to the pool structure because of unusual ground conditions or otherwise, and said owners will pay in the same manner for the clearance and preparation of the site for the pool, including the removal and protection of trees and other vegetation, pipes or pipe lines, or other obstructions to the construction, said payments to be made within ten days after the owners shall receive an invoice from the contractor with respect thereto.

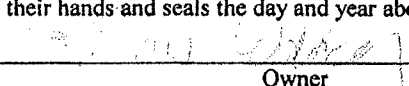
12. Contractor hereby assigns to owner all of contractor's right, title and interest in all manufacturers' guarantees and warranties covering any appliances, parts and personality supplied to or installed for owner by contractor; that owner agrees that contractor is acting as an independent contractor, is not the agent or servant of any principal and is solely responsible for the installation of all appliances, parts, and personality and the quality of the work and services furnished. Also, due to the characteristics of concrete we cannot place a warranty on the material. No other party has any responsibility or liability therefor.

13. All Federal and State Laws pertaining to Truth in Lending are in effect herein.

IN WITNESS WHEREOF, the parties hereto have this day set their hands and seals the day and year above written,



Contractor



Owner

Owner