



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
July 05, 2022 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____

III. OPENING PRAYER: Dr. Robert Lindsted

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Approval of Minutes of the June 21, 2022 City Council meeting.

B. Accept Petitions for Sanitary Sewer and Water Distribution System Improvements to serve Chapel Landing 5th Phase 1.

C. Approve A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer Improvements/Chapel Landing 5th Addition-Phase 1); And Amending, Restating And Repealing Resolution No. R-22-21.

D. Approve A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Water Distribution Improvements/ Chapel Landing 5th Addition-Phase 1); And Amending, Restating And Repealing Resolution No. R-22-23.

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 22-12 in the amount of \$642,372.25

Action: Motion to (approve / deny / table) Appropriations Ordinance 22-12.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

A. Senator Ty Masterson

B. Woodlawn Construction Update - Garver

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

X. REPORTS

A. Council Member Reports

B. Mayor's Report

C. City Attorney Report

D. City Manager Report

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of a consulting contract with Burns & McDonnell Engineering Company, Inc. to complete a performance audit of CCUA.

Action: Motion to (approve / deny / table) the consulting agreement with Burns & McDonnell Engineering Company, Inc. and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration of a consulting agreement with the Loyd Group, LLC for a financial audit of the CCUA.

Action: Motion to (approve / deny / table) the consulting agreement with Loyd Group , LLC and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

- C.** **Consideration of approving a Notice of Revenue Neutral Rate (RNR) Intent form and setting the date of the Revenue Neutral Rate hearing for September 7, 2022 at 7:00 p.m. The County Clerk will then notify residents of the public hearing and their estimated tax rates. The form must be filed with the Sedgwick County Clerk by July 20, 2022.**

Action: Motion to (approve / deny / table) the Notice of Revenue Neutral Rate (RNR) Intent form, set the date of the Revenue Neutral Rate hearing for September 7, 2022 at 7:00 p.m., and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

- D.** **Consideration of An Ordinance establishing no parking along Prairie Court in the Prairie Preserve addition.**

Action: Motion to (approve / deny / table) An Ordinance Regulating Street Parking By Prohibiting The Parking Of Vehicles On Prairie Court In Bel Aire, Kansas And Providing Penalties For Violation Thereof and authorize the Mayor to sign.

Motion _____ Second _____ Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____

- E.** **Consideration of the Revised Tax Increment Financing (TIF) Policy for the City of Bel Aire.**

Action: Motion to (approve / deny / table) the Revised Tax Increment Financing Policy for the City of Bel Aire and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

- F.** **Consideration of appointing Emily Hamburg to the City of Bel Aire Kansas, Land Bank.**

Action: Motion to (appoint / deny / table) Emily Hamburg to the City of Bel Aire Kansas, Land Bank.

Motion _____ Second _____ Vote _____

- G.** **Consideration of appointing Tyler Dehn to the City of Bel Aire Kansas, Land Bank.**

Action: Motion to (appoint / deny / table) Tyler Dehn to the City of Bel Aire Kansas, Land Bank.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

- A.** Action: Motion to go into executive session for the sole purpose of discussing the subject of: matters related to Council employees, pursuant to the KSA 75-4319 exception for: non-elected personnel and invite the (City Manager and / or 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 ____

- B. Consideration of the revised Employment Agreement with the City Manager.**

Action: Motion to (approve / deny / table) the Revised Employment Agreement with City Manager Lasher as (presented / amended) and authorize the Mayor to sign.

Motion ____ Second ____ Vote ____

XIII. DISCUSSION AND FUTURE ISSUES

- A. July workshop – July 12th at 6:30 pm?**

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion ____ Second ____ Vote ____

Additional Attachments:

A. PD Report - April 2022

B. Managers Report - July 5 2022

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. Cox Cable Channel 7 rebroadcasts of this meeting are scheduled daily or can be streamed on YouTube and at www.belaireks.gov . Please make sure all cell phones and other electronics are turned off and put away.



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
June 21, 2022 7:00 PM



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

II. ROLL CALL

Present were Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith and John Welch.

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, City Engineer Anne Stephens, City Clerk Melissa Krehbiel, and Bond Counsel Kevin Cowan of Gilmore and Bell, P.A.

III. OPENING PRAYER: Terry Hedrick provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

- A. Minutes of the June 7, 2022 City Council Meeting.**
- B. Minutes of the June 14, 2022 City Council Special Meeting.**
- C. Acceptance of Petitions for Sanitary Sewer Main and Sanitary Sewer Pump Station Improvements to serve Chapel Landing Addition And Homestead Senior Landing.**
- D. Approving A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer Main Improvements/Chapel Landing Addition And Homestead Senior Landing).**
- E. Approving A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The**

Improvements In Accordance With Such Findings (Sanitary Sewer Pump Station Improvements/Chapel Landing Addition And Homestead Senior Landing).

MOTION: Councilmember Smith moved to approve the Consent Agenda as listed. Councilmember Davied seconded the motion. *Motion carried 5-0.*

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 22-11 in the amount of \$689,649.99.

MOTION: Councilmember Davied moved to approve Appropriations Ordinance 22-11. Councilmember Smith seconded the motion. *Motion carried 5-0.*

VIII. CITY REQUESTED APPEARANCES: None

IX. CITIZEN CONCERNS:

Carol Russell, 6218 E 45th Street North, spoke to the Council regarding Item XI B on the agenda. She lives next to the lot where Bellino Fireworks is seeking permission to sell fireworks. She stated her concerns about fire danger, the distance between her property line and the tent, and possible obstruction of her driveway.

Councilmembers asked questions of Ms. Russell and City staff related to the issue. City staff spoke in response to Ms. Russell's concerns and to Councilmembers' questions. No parking could be enforced in the area, if Council decides it should be required. Regarding fire safety, the City relies on the authority and expertise of the Sedgwick County Fire Marshall to ultimately determine if sales will be allowed on any particular property. It is illegal to discharge fireworks at any sale location.

X. REPORTS

A. Council Member Reports

Councilmember Hamburg reported she attended the Coffee with the Mayor event held this past Saturday and appreciated the opportunity to speak with citizens. She encouraged citizens to attend such events and to contact their Councilmembers by email or telephone.

Councilmember Davied reported he played disc golf at the City's course recently, and he thanked the Lions Club for their efforts to create the course.

Councilmember Dehn reported that he recently attended a meeting of the Bel Aire Area Chamber of Commerce. He recently submitted his resignation from the Utility Advisory Committee (UAC). He appreciated being allowed to serve on the UAC but felt it would be appropriate to step down from that position after being appointed to the Council. He will attend the Kansas Infrastructure Summit on July 13-14 regarding implementation of the recent bi-partisan infrastructure law. He thanked the Rec Center for their programming; his family often participates. He stated that he looks forward to serving his community on the Council.

B. Mayor's Report

Mayor Benage reported that with the resignation of Mr. Dehn, there is now a vacancy on the Utility Advisory Committee. Interested citizens can submit a volunteer application through the City's website.

He briefly reported on two meetings he attended: the Wichita Area Metropolitan Planning Organization (WAMPO) meeting on June 14th, and Coffee with the Mayor on June 18th. Regarding Coffee with the Mayor, he appreciated the feedback he received from the five citizens who attended. Councilmembers Hamburg and Smith also attended. He may plan another Coffee with the Mayor event in the fall.

C. City Attorney Report

City Attorney Kelly reported briefly on fireworks regulations, and updated Council on an estimated date when a settlement amount will be announced for the Opioid settlement of which the City is a beneficiary. She updated Council on a timeline for receiving the City Code from the City's contracted publisher, Ranson City Code Financial. She also briefly reported that she recently met with the developer of Prairie Preserve regarding a possible no-parking ordinance.

D. City Manager Report

City Manager Lasher reported that City offices will be closed on July 4th in honor of Independence Day. He also recognized City Clerk Krehbiel who recently received her Certified Municipal Clerk designation from the International Institute of Municipal Clerks.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of confirming Mayor Benage's appointment of Jesse Miller to the Bel Aire Tree Board. The term will be for four years, expiring in June 2026.

MOTION: Councilmember Smith moved to confirm the Mayor's Appointment of Jesse Miller to the Bel Aire Tree Board. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

B. Consideration of approving the relocation of the Bellino Fireworks Tent (Bel Aire Lions Club) to the northwest corner of 45th & Woodlawn. Approval is conditioned upon Sedgwick County Fire approving the site for their needs and the applicant using a gravel base for the parking area.

MOTION: Councilmember Smith moved to approve the relocation of the Bellino Fireworks Tent (Bel Aire Lions Club) to the northwest corner of 45th & Woodlawn, the lot west, conditioned upon Sedgwick County Fire approving the site for their needs and the applicant using a gravel base for the parking area, and contingent on a staff review of the Fire Marshall's report finding that safety was a key consideration in the Fire Marshall's evaluation, and that no parking signs be erected on 45th Street near the Oliver intersection. Councilmember Dehn seconded the motion. ***Motion carried 3-1-1*** with Mr. Welch voting against the motion and Ms. Hamburg abstaining from the vote.

C. Consideration of a Development Agreement for Prairie Preserve.

Councilmembers requested that staff draft a no-parking Ordinance for certain streets within this development and bring the Ordinance to Council for consideration at an upcoming meeting.

MOTION: Councilmember Smith moved to accept the Development Agreement for Prairie Preserve and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 4-1* with Councilmember Welch voting against the motion.

D. Consideration of a Development Agreement for Skyview at Block 49 3rd Addition.

MOTION: Councilmember Welch moved to accept the Development Agreement for Skyview at Block 49 3rd Addition and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

E. Consideration of a Development Agreement for Chapel Landing 5th.

MOTION: Councilmember Davied moved to accept the Development Agreement for Chapel Landing 5th and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

F. Consideration of an Agreement for Professional Services with Baughman for Chapel Landing, Phase 2 in the amount of \$233,000.00.

MOTION: Councilmember Smith moved to approve an Agreement for Professional Services with Baughman for Chapel Landing, Phase 2 in the amount of \$233,000.00 and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

G. Consideration of accepting a Consent to Annex from Webb 254, LLC incorporating approximately 75 acres on the southwest corner of K-254 and Webb Road into the City of Bel Aire.

MOTION: Councilmember Welch moved to accept the Consent to Annex from Webb 254, LLC and authorize the Mayor to sign. Councilmember Smith seconded the motion. *Motion carried 5-0.*

H. Consideration of An Ordinance Annexing And Incorporating A Portion Of The West Side Of Webb And 254 Into The Boundaries Of The City Of Bel Aire, Kansas (Webb 254, LLC property).

MOTION: Councilmember Davied moved to approve An Ordinance Annexing And Incorporating A Portion Of The West Side Of Webb And 254 Into The Boundaries Of The City Of Bel Aire, Kansas (Webb 254, LLC property) and authorize the Mayor to sign. Councilmember Dehn seconded the motion.

Roll Call Vote:

Greg Davied – Aye

Tyler Dehn – Aye Emily Hamburg – Aye

Justin Smith – Aye

John Welch – Aye

Motion carried 5-0.

- I. Consideration of cost sharing for drainage improvements for the purpose of reduced future maintenance costs for existing roads in the following areas at a cost not to exceed the below figures, *conditioned upon* the receipt of a valid signed petition from each subdivision petitioning for a special district to have the roads paved in their respective subdivisions as outlined in section 4 of the paving petitions:**

Aurora Park:	\$480,000
47 th & Hillcrest:	\$115,000
Cozy Drive:	\$105,000

MOTION: Councilmember Smith moved to approve spending \$480,000 in Aurora Park, \$115,000 in Arthur Heights and \$105,000 on Cozy Lane for drainage and future deferred maintenance costs, *conditioned upon* the receipt of a valid signed petition from each subdivision petitioning for a special district to pave the gravel roads. Councilmember Welch seconded the motion. *Motion carried 5-0.*

- J. Consideration of approving the Sidewalk Replacement Program for Fiscal Year 2022.**

MOTION: Councilmember Smith moved to approve the Sidewalk Replacement Program for 2022, amending the program to set the budget at \$15,000 and amending the program to require the City contractor be utilized and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

- K. Consideration of approving a Permanent Access Construction and Maintenance Easement in the Northfork Addition.**

MOTION: Councilmember Welch moved to approve the Permanent Access Construction and Maintenance Easement in the Northfork Addition and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

XII. EXECUTIVE SESSION: There was no need for an executive session.

XIII. DISCUSSION AND FUTURE ISSUES

- A. Lot Across from City Hall**

- B. TIF Policy**

Council discussed these items which were listed on the previous workshop agenda but were not addressed due to time constraints. City Manager Ty Lasher presented information and answered questions for Council. No binding action was taken.

XIV. ADJOURNMENT

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

The meeting adjourned at 9:58 p.m.

PHASE 1 WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Chapel Landing 5th
 Lots 1 - 13, Block A
 Lots 1 - 13, Block D
 Lots 1- 8, Block E
 Lots 1 – 12 & 55 - 63, Block F

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Two Hundred Forty-Eight Thousand Dollars (\$248,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after June 1, 2022.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing water main, such benefit fee to be in the amount of Thirty-Two Thousand Five Hundred Dollars (\$32,500).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

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

Chapel Landing 5th

Lots 1 - 13, Block A

Lots 1 - 13, Block D

Lots 1- 8, Block E

Lots 1 - 12 & 55 - 63, Block F

The above listed lots shall each pay 1/55 of the total cost of improvements.

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

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

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

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

statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>Chapel Landing 5th</u>		
Lots 1 - 13, Block A		
Lots 1 - 13, Block D		
Lots 1- 8, Block E		
Lots 1 - 12 & 55 - 63, Block F	By: <u>Glen P. Hageman, Member</u> Randel M. Harder <u>Glen P. Hageman</u> Authorized Signatory Woodlawn 53, LLC	<u>6-20-22</u>

PHASE 1 SANITARY SEWER PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Chapel Landing 5th

Lots 4 - 13, Block A

Lots 1 - 7, Block D

Lots 1 - 8, Block E

Lots 1 - 12 & 43 - 63, Block F

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 Three Hundred Forty-Five Thousand Dollars (\$345,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2022.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing sanitary sewer main, such benefit fee to be in the amount of Forty-Nine Thousand One Hundred Dollars (\$49,100).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

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

Chapel Landing 5th

Lots 4 - 13, Block A

Lots 1 - 7, Block D

Lots 1 - 8, Block E

Lots 1 - 12 & 43 - 63, Block F

The above listed lots shall each pay 1/58 of the total cost of the improvements.

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

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

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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by

either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>Chapel Landing 5th</u>		
Lots 4 - 13, Block A		
Lots 1 - 7, Block D		
Lots 1 - 8, Block E		
Lots 1 - 12 & 43 - 63, Block F		
	By: <u>Glen P. Hazeman Member</u> Randel M. Harder <u>Glen P. Hazeman</u> Authorized Signatory Woodlawn 53, LLC	<u>6.80.22</u>

**Chapel Landing 5th Phase 1
Bel Aire, Kansas
June 9, 2022
Petition Cost Summary**

Sanitary Sewer	\$32.99
Water Distribution System	\$25.01
Paving	\$124.07
SWD Mass Grading	\$11.81
Sewer Main Benefit Fee	\$4.70
Water Main Benefit Fee	\$3.27
Total of All	\$201.85

20 Years

SANITARY PETITION ESTIMATE

Chapel Landing 5th Phase 1
Bel Aire, Kansas
June 9, 2022

Item	Quantity		Unit Price	Total
SS PVC Pipe 08"	3830	lf	\$35.00	\$134,050.00
Standard Type P MH	15	ea	\$3,500.00	\$52,500.00
4" Riser Assembly	47	ea	\$950.00	\$44,650.00
Flowable Fill	75	lf	\$75.00	\$5,625.00
Erosion Control BMP, Construction Entrance	1	ea	\$3,500.00	\$3,500.00
Adjust Existing MH	1	ea	\$1,000.00	\$1,000.00
Pipe Testing	1	ls	\$4,000.00	\$4,000.00
Site Clearing & Restoration	1	ls	\$10,000.00	\$10,000.00
			Sub-total	\$255,325.00
Engineering, etc. (35%)				\$89,363.75
			Total	\$344,688.75

PETITION AMOUNT**\$345,000.00**

letter of credit

\$120,750.00

Benefit District**No. Lots****Cost per Lot**

Lots 4-13, Block A

10

Lots 1-7, Block D

7

Lots 1-8, Block E

8

Lots 1-12, 43-63, Block F

33

Total Lots

58

Phase 1 Cost Per lot

\$5,948.28

20 Years at 3%, Cost Per Lot Phase 1

\$32.99

WATER PETITION ESTIMATE

Chapel Landing 5th Phase 1
Bel Aire, Kansas
June 9, 2022

Item	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
WL PVC Pipe 08"	3020	lf	\$35.00	\$105,700.00
Gate Valve Assembly 8"	5	ea	\$1,200.00	\$6,000.00
Anchored Gate Valve Assembly 8"	2	ea	\$1,500.00	\$3,000.00
Blowoff Assembly 2"	2	ea	\$1,000.00	\$2,000.00
Long Services	30	ea	\$1,000.00	\$30,000.00
Fire Hydrant Assembly	5	ea	\$3,750.00	\$18,750.00
Sand Backfill	160	lf	\$15.00	\$2,400.00
Erosion Control BMP, Construction Entrance	1	ea	\$1,000.00	\$1,000.00
Contractor Provided Testing	1	ls	\$3,000.00	\$3,000.00
Site Clearing & Restoration	1	ls	\$5,000.00	\$5,000.00
			Sub-total	\$176,850.00
Engineering, etc. (40%)				\$70,740.00
			Total	\$247,590.00

PETITION AMOUNT**\$248,000.00**

letter of credit

\$86,800.00

Benefit District**No. Lots****Cost per Lot**

Lots 1-13, Block A

13

Lots 1-13 Block D

13

Lots 1-8, Block E

8

Lots 1-12, 55-63, Block F

21

Total Lots

55

\$4,509.09

Monthly Cost (20 yrs, 3%)

\$25.01

Paving Petition Estimate

Chapel Landing 5th Phase 1
Bel Aire, Kansas
March 23, 2022

	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
Paving Items				
Concrete Pavement 6"	6691	sy	40.00	267,640.00
Reinforced Crushed Rock Base (5")	8564	sy	8.00	68,512.00
RCVG Pavement (7")	450	sy	55.00	24,750.00
Monolithic C & G (6 5/8" RL)	210	lf	5.00	1,050.00
Comb. C & G (3 5/8" RL & 1 1/2")	3795	lf	9.00	34,155.00
Concrete Sidewalk	8900	sf	4.00	35,600.00
Wheelchair Ramp	6	ea	650.00	3,900.00
Inlet Hookups	5	ea	500.00	2,500.00
Earth Work Items				
Excavation	5500	cy	4.00	22,000.00
General Items				
Site Clearing & Restoration	1	LS	25,000.00	25,000.00
Project Seeding	1	LS	5,000.00	5,000.00
Set Property Irons	1	LS	2,500.00	2,500.00
Erosion Control Blanket	3560	sy	1.25	4,450.00
Erosion Control Inlet Protection	14	ea	150.00	2,100.00
Erosion Control; Maintain Existing	1	LS	2,500.00	2,500.00
Storm Water Sewer Drain				
Inlet Underdrain	100	lf	15.00	1,500.00
SWS Pipe 24"	260	lf	50.00	13,000.00
SWS Pipe 18"	521	lf	45.00	23,445.00
SWS Pipe 15"	337	lf	40.00	13,480.00
Type 1A Inlet Single	2	ea	4,000.00	8,000.00
Type 1A Inlet Double	2	ea	4,500.00	9,000.00
Driveway Inlet	1	ea	3,500.00	3,500.00
Backyard Inlet	5	ea	3,500.00	17,500.00
Sand Backfill	90	lf	10.00	900.00
Temporary Ditch	750	lf	10.00	7,500.00
Traffic				
Street Signage	1	LS	2,500.00	2,500.00
Construction Total				\$601,982.00
Project Costs at 30%				\$180,594.60
Total				\$782,576.60
Petition				\$783,000.00
Letter of Credit (35%)				\$274,000.00

Storm Water Drain Petition Estimate

Chapel Landing 5th Phase 1

Bel Aire, Kansas

March 23, 2022

	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
Earth Work Items				
Excavation	45000	cy	3.00	135,000.00
General Items				
Site Clearing & Restoration	1	LS	25,000.00	25,000.00
Project Seeding	1	LS	10,000.00	10,000.00
Erosion Control; Maintain Existing	1	LS	2,500.00	2,500.00
SWS Pipe 36"	910	lf	50.00	45,500.00
Type 1A Inlet Double	4	ea	4,500.00	18,000.00
Sand Backfill	90	lf	10.00	900.00
Light Stone Rip-Rap	45	sy	75.00	3,375.00
Construction Total				\$240,275.00
Project Costs at 30%				\$72,082.50
Total				\$312,357.50
Petition				\$313,000.00
Letter of Credit (35%)				\$110,000.00
Total Lots		147		
Cost Per Share				\$2,129.25
Phase 1 Cost Per lot				\$2,129.25
20 Years at 3%, Cost Per Lot				\$11.81

Chapel Landing 5th Phase 1
Bel Aire, Kansas
March 23, 2022

Sewer Main Benefit Calculation	
Area in square feet	792454
Main Benefit Fee (\$0.062/sf)	\$49,132.15
With 58 Lots, Cost Per Lot	\$847.11
20 Years at 3% Monthly Assessment	\$4.70

Chapel Landing 5th Phase 1
Bel Aire, Kansas
March 23, 2022




Water Main Benefit Calculation	
Area in square feet	811334
Main Benefit Fee (\$0.04/sf)	\$32,453.36
With 55 Lots, Cost Per Lot	\$590.06
20 Years at 3% Monthly Assessment	\$3.27

CHAPEL LANDING 5TH

Re-plat of Part of Chapel Landing
Bel Aire, Sedgwick County, Kansas
Part of the NE1/4 of Sec. 24, T26S, R1E

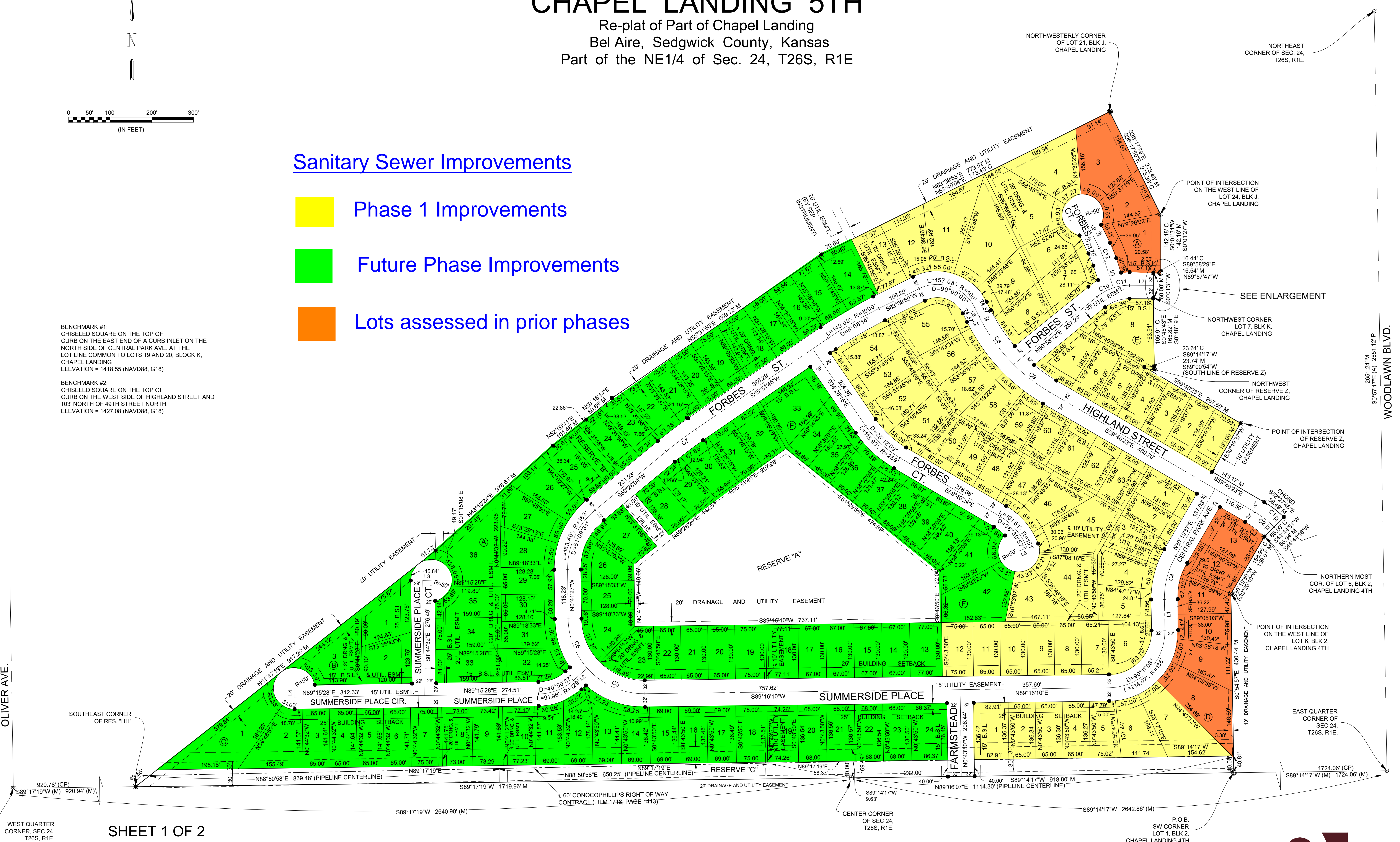


Sanitary Sewer Improvements

-  Phase 1 Improvements
-  Future Phase Improvements
-  Lots assessed in prior phases

BENCHMARK #1:
CHISELED SQUARE ON THE TOP OF
CURB ON THE EAST END OF A CURB INLET ON THE
NORTH SIDE OF CENTRAL PARK AVE. AT THE
LOT LINE COMMON TO LOTS 19 AND 20, BLOCK K,
CHAPEL LANDING
ELEVATION = 1418.55 (NAVD88, G18)

BENCHMARK #2:
CHISELED SQUARE ON THE TOP OF
CURB ON THE WEST SIDE OF HIGHLAND STREET AND
103' NORTH OF 49TH STREET NORTH,
ELEVATION = 1427.08 (NAVD88, G18)



DWG FILE: 21S04022 PLATTING BASE
PROJECT NO. 21S04022
MARCH 17, 2022



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

CHAPEL LANDING 5TH

Re-plat of Part of Chapel Landing
Bel Aire, Sedgwick County, Kansas
Part of the NE1/4 of Sec. 24, T26S, R1E

State of Kansas)
SS
Sedgwick County)

I, the undersigned, licensed land surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on March 3, 2022 and the accompanying final plat prepared and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

LEGAL DESCRIPTION:
That part of Chapel Landing, Bel Aire, Sedgwick County, Kansas, described as:

Beginning at the Southwest Corner of Lot 1, Block 2, in Chapel Landing 4th, Bel Aire, Sedgwick County, Kansas; thence West along the South Line of the Northeast Quarter of Section Twenty-Four, Township Twenty-Six South, Range One East of the Sixth Principal Meridian, said Line also being the Original Common Line Between Chapel Landing and Kappelman's Bel Aire Heights Second Addition, a distance of 918.80 feet to the Southeast Corner of the Northwest Quarter of said Section Twenty-Four; thence continuing West along said Quarter Section Line with a deflection to the right of 0°03'02" a distance of 1719.96 feet to the intersection of said Quarter Section Line and Reserve "HH" line as Platted in said Chapel Landing, also being the Southeasterly line of the Conoco-Phillips Pipeline Easement; thence Northeasterly along said Reserve Line with a deflection to the right of 142°30'00" a distance of 917.26 feet; thence with a deflection to the left of 3°36'59" and a distance of 378.61 feet; thence continuing along said Reserve Line with a deflection to the right of 3°50'17" and a distance of 101.48 feet; thence continuing along said Reserve Line with a deflection to the left of 1°44'27" and a distance of 80.68 feet; thence continuing along said Reserve Line with a deflection to the right of 5°15'36" and a distance of 609.72 feet; thence continuing along said Reserve Line with a deflection to the right of 8°08'14" and a distance of 773.43 feet to the Northwesterly Corner of Lot 21, Block J in said Chapel Landing; thence Southeasterly with a deflection to the right of 90°02'06" along the Westerly Lot Lines of Lots 21, 22, 23 and 24 for a distance of 273.35 feet to a point of intersection on the West Line of said Lot 24; thence South with a deflection to the right of 26°19'21" along the West Lot Lines of Lots 24 and 25 a distance of 142.18 feet to the North right of way of Forbes Street; thence West along said right of way a distance of 16.44 feet; thence South at right angles to the South right of way of said Forbes Street a distance of 60.00 feet to the Northwest Corner of Lot 7, Block K in said Chapel Landing; thence South with a deflection to the left of 0°47'14" along said Lot 7 a distance of 165.91 feet to the North Line of Reserve "Z" in said Chapel Landing; thence West at right angles along said North Line a distance of 23.61 feet; thence Southeasterly with a deflection to the left of 148°54'40" along said Reserve "Z" a distance of 267.60 feet; thence Southwesterly at right angles and continuing along said Reserve Line a distance of 135.00 feet to the Northeasterly right of way of Highland Street as Platted in said Chapel Landing; thence Southeasterly at right angles along said right of way of said Highland Street a distance of 145.17 feet; thence Southeasterly along said right of way of said Highland Street on a curve to the right with a radius of 233.00 feet and an arc length of 58.64 feet and a delta of 14°25'14"; thence at right angles to said right of way a distance of 66.00 feet to the Southwesterly line of said Highland Street and the Northern Most Corner of Lot 6, Block 2 in said Chapel Landing 4th; thence Southwesterly along said Lot 6 a distance of 158.96 feet to a point of intersection on the West Line of said Lot 6; thence South with a deflection of 31°14'34" to the left along the West Line of said Lot 6 and Lots 5, 4, 3, 2 and 1 Block 2, in said Chapel Landing 4th a distance of 430.44 feet to the Point of Beginning.

All public easements and dedications are hereby vacated by virtue of K.S.A. 12-512b, as amended.

Garver, LLC
_____, Land Surveyor
William K. Clevenger, PS #1437

State of Kansas)
SS
Sedgwick County)

This is to certify that the undersigned owner(s) of the land described in the Land Surveyor's Certificate have caused the same to be surveyed and subdivided on the accompanying plat into lots, blocks, reserves and streets under the name of "CHAPEL LANDING 5TH", Bel Aire, Sedgwick County, Kansas; that all highways, streets, alleys, easements and public sites as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of constructing, operating, maintaining and repairing public improvements; and further that the land contained herein is held and shall be conveyed subject to any applicable restrictions, reservations and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas. Reserves "A", "B" and "C" are hereby reserved for irrigation, walls, lighting, landscaping, berms, walks, drainage, drainage structures, and utilities confined to easements. Reserve "C" is hereby reserved for park improvements, lighting, landscaping, drainage, drainage structures, and utilities confined to easements. Reserve "C" is to be owned by the City of Bel Aire and maintained as specified in the Developer's Agreement. Reserves "A" & "B", are to be owned and maintained by the Home Owners Association for the addition, their successors and/or assigns.

Woodlawn 53, LLC, a
Kansas limited liability company

Randel M. Harder Authorized Signatory

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me, this _____ day of _____, 2022, by Randel M. Harder, Authorized Signatory, on behalf of Woodlawn 53, LLC, a Kansas limited liability company.

Notary Public

My appointment expires _____.

We, Emprise Bank, Wichita, Kansas, holder of a Mortgage on the above described property, do hereby consent to the platting of the Chapel Landing 5th, Bel Aire, Kansas.

Emprise Bank
Commercial Banker

Lori J. Newell

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me, this _____ day of _____, 2022, by, Lori J. Newell, Commercial Banker, on behalf of Emprise Bank.

Notary Public

My appointment expires _____.

State of Kansas)
SS
County of Sedgwick)

This plat of "CHAPEL LANDING 5TH", Bel Aire, Sedgwick County, Kansas, has been submitted to and approved by the Bel Aire City Planning Commission, Bel Aire, Kansas, and is hereby transmitted to the City Council of the City of Bel Aire, Kansas, with the recommendation that such plat be approved as proposed.

Dated this _____ day of _____, 2022.

James Schmidt Chairperson

Attest:

Anne Stephens Secretary

State of Kansas)
SS
County of Sedgwick)

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Bel Aire, Kansas on _____, 2022.

_____, Mayor
Jim Benage

Attest:

Melissa Krehbiel City Clerk

State of Kansas)
SS
County of Sedgwick)

The title evidence of the land included in this plat has been reviewed by me and this plat is approved pursuant to the provisions of K.S.A. 12-401.

Date Signed: _____, 2022.

By: _____
Jacqueline Kelly, City Attorney

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2022.

Deputy County Surveyor
Sedgwick County Kansas

Tricia L. Robello, PS #1246

Entered on transfer record this _____ day of _____, 2022.

Kelly B. Arnold County Clerk

State of Kansas)
SS
Sedgwick County)

This is to certify that this plat has been filed for record in the office of the Register of

Deeds, this _____ day of _____, 2022, at _____ o'clock __ M., and is duly recorded.

Tonya Buckingham Register of Deeds

Kenly Zehring Deputy

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.

No fences will be allowed within pipeline easements.

Unless otherwise shown, the Building Setbacks shall be as follows:

Front building setback shall be 25 feet.
Street side building setback shall be 15 feet.
Rear yard building setback shall be 20 feet.
Side yard building setback shall be 6 feet.

Minimum lot size: 8,400 square feet
Minimum lot width: 65 feet, measured along the front building setback line
Minimum lot depth: 120 feet, measured at right angles on the horizontal plane at the midpoint for non-rectangle lots

Accessory buildings
Accessory buildings are allowed on all lots, subject to the following:
1. All construction, including additions, alterations, modifications, and/or use of any detached shed, shall be subject to all applicable governmental laws, codes, regulations, licensure, permitting and inspection associated with construction and property maintenance within the City of Bel Aire, Kansas.
2. Sheds may be permitted within a rear set back line but no closer than 10' to a rear property line.
3. The side yard shall be maintained at 6 feet, and no sheds may be located within a side yard setback.
4. All properties shall comply with the required 35-45% land coverage codes, as well as conform to the type and height structure restrictions.





CHAPEL LANDING 5TH

Re-plat of Part of Chapel Landing
Bel Aire, Sedgwick County, Kansas
Part of the NE1/4 of Sec. 24, T26S, R1E

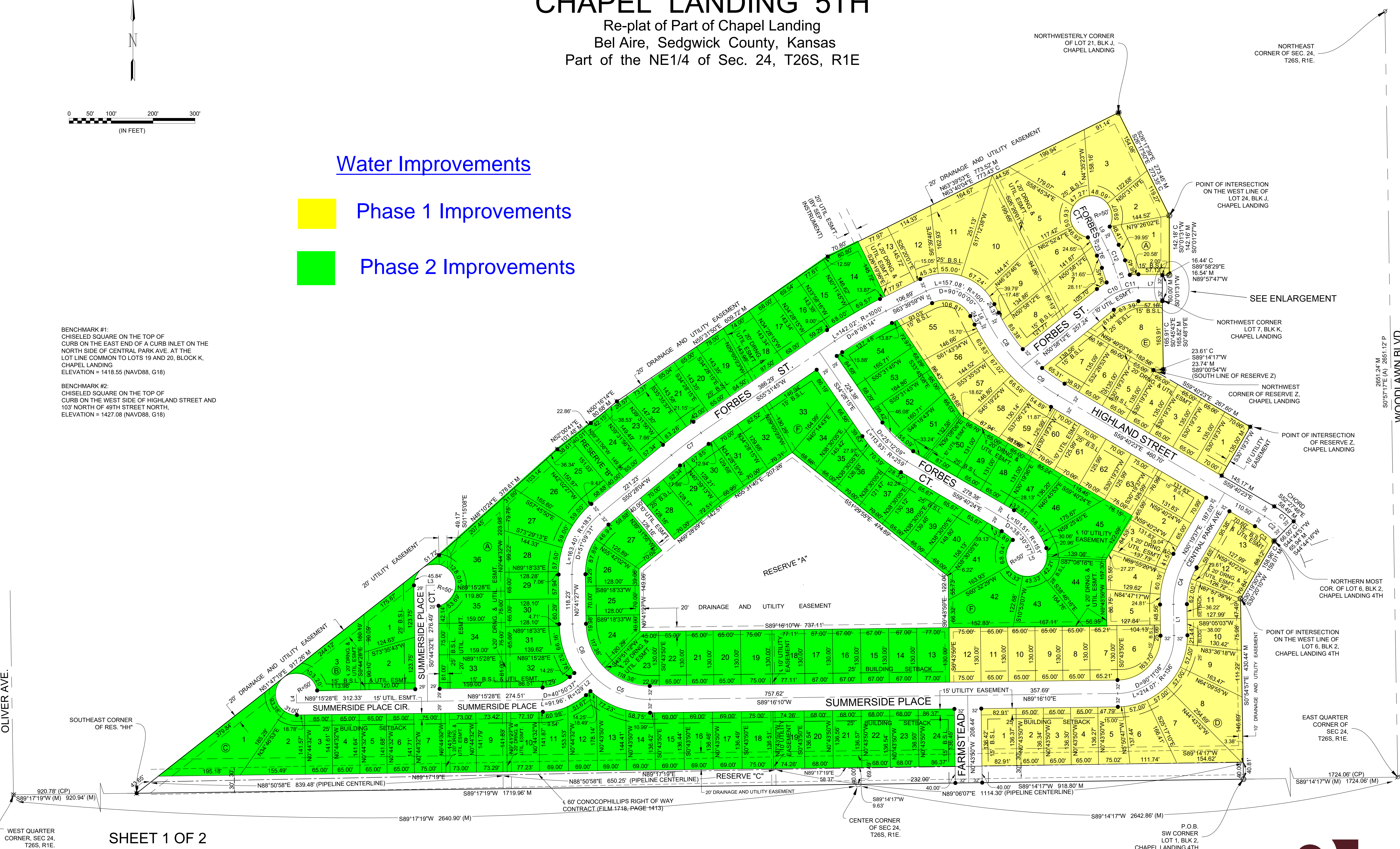


Water Improvements

-  Phase 1 Improvements
-  Phase 2 Improvements

BENCHMARK #1:
CHISELED SQUARE ON THE TOP OF
CURB ON THE EAST END OF A CURB INLET ON THE
NORTH SIDE OF CENTRAL PARK AVE. AT THE
LOT LINE COMMON TO LOTS 19 AND 20, BLOCK K,
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ELEVATION = 1418.55 (NAVD88, G18)

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CURB ON THE WEST SIDE OF HIGHLAND STREET AND
103' NORTH OF 49TH STREET NORTH,
CHAPEL LANDING
ELEVATION = 1427.08 (NAVD88, G18)



SHEET 1 OF 2

DWG FILE: 21S04022 PLATTING BASE
PROJECT NO. 21S04022
MARCH 17, 2022



GARVER
8535 E. 21st Street N.
Suite 130
Wichita, KS 67206
(316) 264-8008
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CHAPEL LANDING 5TH

Re-plat of Part of Chapel Landing
Bel Aire, Sedgwick County, Kansas
Part of the NE1/4 of Sec. 24, T26S, R1E

State of Kansas)
 SS
Sedgwick County)

I, the undersigned, licensed land surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on March 3, 2022 and the accompanying final plat prepared and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

LEGAL DESCRIPTION:
That part of Chapel Landing, Bel Aire, Sedgwick County, Kansas, described as:

Beginning at the Southwest Corner of Lot 1, Block 2, in Chapel Landing 4th, Bel Aire, Sedgwick County, Kansas; thence West along the South Line of the Northeast Quarter of Section Twenty-Four, Township Twenty-Six South, Range One East of the Sixth Principal Meridian, said Line also being the Original Common Line Between Chapel Landing and Kappelman's Bel Aire Heights Second Addition, a distance of 918.80 feet to the Southeast Corner of the Northwest Quarter of said Section Twenty-Four; thence continuing West along said Quarter Section Line with a deflection to the right of 0°03'02" a distance of 1719.96 feet to the intersection of said Quarter Section Line and Reserve "HH" line as Platted in said Chapel Landing, also being the Southeasterly line of the Conoco-Phillips Pipeline Easement; thence Northeasterly along said Reserve Line with a deflection to the right of 142°30'00" a distance of 917.26 feet; thence with a deflection to the left of 3°36'59" and a distance of 378.61 feet; thence continuing along said Reserve Line with a deflection to the right of 3°50'17" and a distance of 101.48 feet; thence continuing along said Reserve Line with a deflection to the left of 1°44'27" and a distance of 80.68 feet; thence continuing along said Reserve Line with a deflection to the right of 5°15'36" and a distance of 609.72 feet; thence continuing along said Reserve Line with a deflection to the right of 8°08'14" and a distance of 773.43 feet to the Northwesterly Corner of Lot 21, Block J in said Chapel Landing; thence Southeasterly with a deflection to the right of 90°02'06" along the Westerly Lot Lines of Lots 21, 22, 23 and 24 for a distance of 273.35 feet to a point of intersection on the West Line of said Lot 24; thence South with a deflection to the right of 26°19'21" along the West Lot Lines of Lots 24 and 25 a distance of 142.18 feet to the North right of way of Forbes Street; thence West along said right of way a distance of 16.44 feet; thence South at right angles to the South right of way of said Forbes Street a distance of 60.00 feet to the Northwest Corner of Lot 7, Block K in said Chapel Landing; thence South with a deflection to the left of 0°47'14" along said Lot 7 a distance of 165.91 feet to the North Line of Reserve "Z" in said Chapel Landing; thence West at right angles along said North Line a distance of 23.61 feet; thence Southeasterly with a deflection to the left of 148°54'40" along said Reserve "Z" a distance of 267.60 feet; thence Southwesterly at right angles and continuing along said Reserve Line a distance of 135.00 feet to the Northeasterly right of way of Highland Street as Platted in said Chapel Landing; thence Southeasterly at right angles along said right of way of said Highland Street a distance of 145.17 feet; thence Southeasterly along said right of way of said Highland Street on a curve to the right with a radius of 233.00 feet and an arc length of 58.64 feet and a delta of 14°25'14"; thence at right angles to said right of way a distance of 66.00 feet to the Southwesterly line of said Highland Street and the Northern Most Corner of Lot 6, Block 2 in said Chapel Landing 4th; thence Southwesterly along said Lot 6 a distance of 158.96 feet to a point of intersection on the West Line of said Lot 6; thence South with a deflection of 31°14'34" to the left along the West Line of said Lot 6 and Lots 5, 4, 3, 2 and 1 Block 2, in said Chapel Landing 4th a distance of 430.44 feet to the Point of Beginning.

All public easements and dedications are hereby vacated by virtue of K.S.A. 12-512b, as amended.

Garver, LLC
_____, Land Surveyor
William K. Clevenger, PS #1437

State of Kansas)
 SS
Sedgwick County)

This is to certify that the undersigned owner(s) of the land described in the Land Surveyor's Certificate have caused the same to be surveyed and subdivided on the accompanying plat into lots, blocks, reserves and streets under the name of "CHAPEL LANDING 5TH", Bel Aire, Sedgwick County, Kansas; that all highways, streets, alleys, easements and public sites as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of constructing, operating, maintaining and repairing public improvements; and further that the land contained herein is held and shall be conveyed subject to any applicable restrictions, reservations and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas. Reserves "A", "B" and "C" are hereby reserved for irrigation, walls, lighting, landscaping, berms, walks, drainage, drainage structures, and utilities confined to easements. Reserve "C" is hereby reserved for park improvements, lighting, landscaping, drainage, drainage structures, and utilities confined to easements. Reserve "C" is to be owned by the City of Bel Aire and maintained as specified in the Developer's Agreement. Reserves "A" & "B", are to be owned and maintained by the Home Owners Association for the addition, their successors and/or assigns.

Woodlawn 53, LLC, a
Kansas limited liability company

Randel M. Harder Authorized Signatory

State of Kansas)
 SS
Sedgwick County)

The foregoing instrument acknowledged before me, this _____ day of _____, 2022, by Randel M. Harder, Authorized Signatory, on behalf of Woodlawn 53, LLC, a Kansas limited liability company.

Notary Public

My appointment expires _____.

We, Emprise Bank, Wichita, Kansas, holder of a Mortgage on the above described property, do hereby consent to the platting of the Chapel Landing 5th, Bel Aire, Kansas.

Emprise Bank
Commercial Banker

Lori J. Newell

State of Kansas)
 SS
Sedgwick County)

The foregoing instrument acknowledged before me, this _____ day of _____, 2022, by, Lori J. Newell, Commercial Banker, on behalf of Emprise Bank.

Notary Public

My appointment expires _____.

State of Kansas)
 SS
County of Sedgwick)

This plat of "CHAPEL LANDING 5TH", Bel Aire, Sedgwick County, Kansas, has been submitted to and approved by the Bel Aire City Planning Commission, Bel Aire, Kansas, and is hereby transmitted to the City Council of the City of Bel Aire, Kansas, with the recommendation that such plat be approved as proposed.

Dated this _____ day of _____, 2022.

James Schmidt Chairperson

Attest:

Anne Stephens Secretary

State of Kansas)
 SS
County of Sedgwick)

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Bel Aire, Kansas on _____, 2022.

_____, Mayor
Jim Benage

Attest:

Melissa Krehbiel City Clerk

State of Kansas)
 SS
County of Sedgwick)

The title evidence of the land included in this plat has been reviewed by me and this plat is approved pursuant to the provisions of K.S.A. 12-401.

Date Signed: _____, 2022.

By: _____
Jacqueline Kelly, City Attorney

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2022.

Deputy County Surveyor
Sedgwick County Kansas

Tricia L. Robello, PS #1246

Entered on transfer record this _____ day of _____, 2022.

Kelly B. Arnold County Clerk

State of Kansas)
 SS
Sedgwick County)

This is to certify that this plat has been filed for record in the office of the Register of

Deeds, this _____ day of _____, 2022, at _____ o'clock __ M., and is duly recorded.

Tonya Buckingham Register of Deeds

Kenly Zehring Deputy

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.

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Minimum lot size: 8,400 square feet
Minimum lot width: 65 feet, measured along the front building setback line
Minimum lot depth: 120 feet, measured at right angles on the horizontal plane at the midpoint for non-rectangle lots

Accessory buildings
Accessory buildings are allowed on all lots, subject to the following:
1. All construction, including additions, alterations, modifications, and/or use of any detached shed, shall be subject to all applicable governmental laws, codes, regulations, licensure, permitting and inspection associated with construction and property maintenance within the City of Bel Aire, Kansas.
2. Sheds may be permitted within a rear set back line but no closer than 10' to a rear property line.
3. The side yard shall be maintained at 6 feet, and no sheds may be located within a side yard setback.
4. All properties shall comply with the required 35-45% land coverage codes, as well as conform to the type and height structure restrictions.



Gilmore & Bell, P.C.
06/15/2022

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON JULY 5, 2022

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; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 1); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-22-21.

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.
06/15/2022

(Published in *The Ark Valley News*, on July __, 2022)

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 (SANITARY SEWER IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 1); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-22-21.

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

WHEREAS, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with sewer line improvements authorized by the City, all pursuant to K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*; and

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

WHEREAS, the Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. R-22-21 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: \$345,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2022.

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

Chapel Landing 5th
Lots 4 through 13, Block A
Lots 1 through 7, Block D
Lots 1 through 8, Block E
Lots 1 through 12, and Lots 43 through 63, Block F

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

(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 4 through 13, Block A; Lots 1 through 7, Block D; Lots 1 through 8, Block E; and Lots 1 through 12, and Lots 43 through 63, Block F; Chapel Landing 5th Addition, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/58 of the total assessed cost of the Improvements.

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

(e) In accordance with the provisions of K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing sanitary sewer main, which has been authorized by Resolution of the City, such benefit fee to be in the amount of \$49,100, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

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

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. 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-22-21, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. R-22-21 are hereby amended, restated and repealed.

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

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ADOPTED by the governing body of the City on July 5, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on July 5, 2022 as the same appears of record in my office.

DATED: July 5, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
06/15/2022

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON JULY 5, 2022

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; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS/ CHAPEL LANDING 5TH ADDITION-PHASE 1); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-22-23.

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.
06/15/2022

(Published in *The Ark Valley News*, on July __, 2022)

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 (WATER DISTRIBUTION IMPROVEMENTS/ CHAPEL LANDING 5TH ADDITION-PHASE 1); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-22-23.

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

WHEREAS, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with water line improvements authorized by the City, all pursuant to K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*; and

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

WHEREAS, the Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. R-22-23 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: \$248,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of

design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2022.

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

Chapel Landing 5th
Lots 1 through 13, Block A
Lots 1 through 13, Block D
Lots 1 through 8, Block E
Lots 1 through 12, and 55 through 63, Block F

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

(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 13, Block A; Lots 1 through 13, Block D; Lots 1 through 8, Block E; Lots 1 through 12, and 55 through 63, Block F; Chapel Landing 5TH Addition; to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/55 of the total assessed cost of the Improvements.

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

(e) In accordance with the provisions of K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing water main, which has been authorized by Resolution of the City, such benefit fee to be in the amount of \$32,500, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

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

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. 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-22-23, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. R-22-23 are hereby amended, restated and repealed.

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

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ADOPTED by the governing body of the City on July 5, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on July 5, 2022 as the same appears of record in my office.

DATED: July 5, 2022.

Melissa Krehbiel, Clerk

CLAIMS REPORT

Vendor Checks: 6/15/2022- 6/28/2022

Payroll Checks: 6/15/2022- 6/28/2022

Section VII, Item A.

AP ORD 22-12

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
AMAZON CAPITAL SERVICES, INC	OFFICE SUPPLIES/EQUIP		730.40	1280420	6/23/22
STRUNK PUBLISHING, LLC	BREEZE AD;LEGAL PUBLICATIONS		857.12	67977	6/24/22
ASCENSION VIA CHRISTI REHAB HO	PRE-EMPLOY SCREENING:LIFEGUARDS		378.00	67978	6/24/22
AT&T CORP	POOL TELEPHONE		140.77	67979	6/24/22
AT&T	INTERNET BACKUP		105.00	1280421	6/28/22
BARDAVON HEALTH INNOVATIONS LL	PRE-EMPLOYMENT SCREENING		220.00	67980	6/24/22
BEALL & MITCHELL, LLC	JUNE COURT		1,237.98	67981	6/24/22
BEL AIRE LIONS CLUB	2022-2023 DUES:TERHUNE		100.00	67982	6/24/22
PATTI'S PARTNERSHIPS	WEBSITE ANNUAL RENEWAL FEES		5,600.00	67985	6/24/22
COUNTRYSIDE LAWN & TREE CARE	BEL AIRE PARK IRRIGATION REPAI		395.88	67986	6/24/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		79.13	1280385	6/16/22
CREATIVE AWARDS & SCREEN PRINT	COUNCIL-STAFF NAME PLATES		51.10	67987	6/24/22
WICHITA WATER CONDITIONING,INC	WATER SERVICE		82.10	67988	6/24/22
DIGITAL OFFICE SYSTEMS	KONICA MINOLTA C224:		99.53	67989	6/24/22
EMPAC, INC	EMPLOYEE ASSIST PROG:QTR #3 EMP		345.00	67991	6/24/22
EMPOWER RETIREMENT 457	VLNTRY 457		250.00	1280419	6/22/22
FICA/FEDERAL W/H	FED/FICA TAX		18,295.28	1280415	6/22/22
GALAXIE BUSINESS EQUIPMENT	LF SET UP CODE ENFORCEMENT		90.00	67993	6/24/22
GALLS, LLC	UNIFORM/ACCESSORIES & SUPPLIES		533.31	67994	6/24/22
GILMORE SOLUTIONS INC	NEW EMPLOYEES/COMPUTERS SET-UPS	1,277.10		1280428	6/23/22
GILMORE SOLUTIONS INC	ONE YEAR SSL CERTIFICATE	118.75		1280429	6/23/22
GILMORE SOLUTIONS INC	3RD QTR IT SUPPORT SERVICES	14,250.00	15,645.85	1280430	6/23/22
HAWKS INTER-STATE PESTMASTERS	06/22:PEST CONTROL:REC		160.52	67997	6/24/22
THEODORE HENRY	GFOA HOTEL-PARKING REIMB		1,291.87	67998	6/24/22
IPMA - HR KANSAS	MEMBERSHIP:2022-2023 TERHUNE		120.00	68000	6/24/22
JENNY WAY	POOL RENTAL REFUND		45.00	68001	6/24/22
KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/SUPPLIES		85.21	68002	6/24/22
KANSAS DEPT OF REVENUE	STATE TAX		2,997.95	1280418	6/22/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		44.75	1280396	6/23/22
KANSAS GAS SERVICE	GAS SVC:REC		91.56	1280398	6/23/22
KANSAS GAS SERVICE	GAS SVC:CH		116.89	1280395	6/23/22
KANSAS GAS SERVICE	GAS SVC:POOL		46.86	1280397	6/23/22
K P E R S	KPERS 2		10,662.26	1280417	6/22/22
KANSAS STATE TREASURER	05/22:COURT FEES		3,285.56	68005	6/24/22
THE UNIVERSITY OF KANSAS	SHELL:SEARCH SEIZURE TRAINING		40.00	68006	6/24/22
LANEA TUCKER	REFUND:SOFTBALL		58.00	68007	6/24/22
TYLER LANGFORD	REIMBURSE:ICE-RANGE DAY		5.90	68008	6/24/22
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY		408.00	68009	6/24/22
MICHAEL D FERGUSON	CPR/FIRST AID TRAIN:NORTH		70.00	68010	6/24/22
LINSTAR INC	ID CARDS:PZ		38.40	68011	6/24/22
CRAIG A MCCOSKEY	CONTRACT MOWING		400.00	68013	6/24/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	70.00		1280432	6/17/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	69.47	139.47	1280433	6/24/22
PROFESSIONAL ENGINEERING CONSU	WAMPO PLANNING SUPPORT SERVICE		617.50	68018	6/24/22
PHILLIP MAST	REIMBURSE:TOLLS		9.00	68019	6/24/22
PITNEY BOWES GLOBAL FINANCIAL	MONTHLY POSTAGE		500.00	1280435	6/23/22
SECURITY 1ST TITLE LLC	PARCEL 002889666		435.00	68022	6/24/22
SEDGWICK CO DEPT OF FINANCE	05/22 PRISONER HOUSING FEES		2,012.01	68023	6/24/22
SEDGWICK CO REGISTER OF DEEDS	DRAINAGE EASEMENT		38.00	68035	6/28/22
ASHLEY SHERWOOD	KRPA STAFF SHIRTS		84.75	68024	6/24/22
RASHELL D LASHBROOK	07/22 JANITORIAL SVC:CH		2,618.19	68025	6/24/22
SPECTRUM PROMOTIONAL PRODUCTS	REC STAFF SHIRTS		58.30	68026	6/24/22

CLAIMS REPORT

Vendor Checks: 6/15/2022- 6/28/2022

Payroll Checks: 6/15/2022- 6/28/2022

Section VII, Item A.

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ANNE STEPHENS	REFUND PCARD REIMBURSEMENT		38.00	68027	6/24/22
SUPERIOR RUBBER STAMP & SEAL	PZ STAMP		55.00	68028	6/24/22
ICMA RETIREMENT 304804	CITY MGR 457		998.82	1280416	6/22/22
VISION ALLIANCE MARKETING,LLC	06/22 COURT SERVICES OFFICER		400.00	68030	6/24/22
WASTE CONNECTIONS OF KANSAS	PORT-A-POT REC BALLFIELD		85.00	1280438	6/22/22
WAXENE PRODUCTS CO INC.	LINE MARKER		207.60	68031	6/24/22
WEX BANK	FUEL		3,671.49	1280439	6/20/22
LAKE T WILLIAMS & ASSOCIATES,	JANITORIAL SUPPLIES		392.15	68032	6/24/22
JOY K WILLIAMS, ATTY AT LAW	CASE 17CR1217		312.50	68033	6/24/22
01 GENERAL TOTAL			77,877.96		
WATER UTILITY					
AMAZON CAPITAL SERVICES, INC	OFFICE SUPPLIES		83.81	1280420	6/23/22
BANK OF NEW YORK MELLON TRUST	06/22 WTER DEBT SVC	48,152.53		1280422	6/15/22
BANK OF NEW YORK MELLON TRUST	541071:06/22 O&M WATER	39,351.50	87,504.03	1280424	6/15/22
CHISHOLM CREEK UTILITY AUTH.	06/22 CUA CONTINGENCY		3,000.00	67983	6/24/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		94.96	1280385	6/16/22
DITCH WITCH OF WEST TEXAS	UTILITY LOCATOR		3,545.55	67990	6/24/22
FICA/FEDERAL W/H	FED/FICA TAX		2,651.48	1280415	6/22/22
FREMAR CORPORATION	TOP SOIL/SAND BUNKER INVENTORY		806.73	67992	6/24/22
GARVER	CITY BEL AIRE MSA		5,360.00	67996	6/24/22
KANSASLAND TIRE # 9584	CRANE TRUCK & TRAILER TIRES		1,463.59	68003	6/24/22
KANSAS DEPT OF REVENUE	STATE TAX		460.18	1280418	6/22/22
KANSAS DEPT OF REVENUE	05/22 SALES TAX		331.91	1280431	6/21/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		53.70	1280396	6/23/22
KANSAS GAS SERVICE	GAS SVC:PUMPHOUSE		44.21	1280399	6/23/22
KANSAS GAS SERVICE	GAS SVC:CH		7.97	1280395	6/23/22
K P E R S	KPERS TIER 3		1,643.99	1280417	6/22/22
LINSTAR INC	ID CARDS:PW		12.80	68011	6/24/22
MCDONALD TINKER PA	LEGAL:NEW CUA AGREEMENT		210.00	68014	6/24/22
P P & J CONSTRUCTION INC	KRUEGER/FARMSTEAD STR REP-WATER		13,300.00	68017	6/24/22
POSTMASTER	06/22 POSTAGE:UTILITY BILLS	416.10		67970	6/17/22
POSTMASTER	06/22 BACKFLOW LETTER POSTAGE	249.78	665.88	68020	6/24/22
PUBLIC WORKS & UTILITIES	10,003,500 GAL:05/04-06-06/22		45,126.29	1280436	6/22/22
RELPH CONSTRUCTION, INC	5398/5378 TOBEN WATER REPAIR		999.77	68021	6/24/22
RASHELL D LASHBROOK	07/22 JANITORIAL SVC:PW		103.22	68025	6/24/22
SUPERIOR RUBBER STAMP & SEAL	RETURN ADDRESS STAMP		30.00	68028	6/24/22
UTILITY MAINTENANCE CONTRACTOR	FIRE HYDRANT REPLACE/REPAIRS		39,175.00	68029	6/24/22
WEX BANK	FUEL		192.35	1280439	6/20/22
02 WATER UTILITY TOTAL			206,867.42		
SEWER UTILITY					
BANK OF NEW YORK MELLON TRUST	06/22 WASTEWATER DEBT SVC	60,746.55		1280423	6/15/22
BANK OF NEW YORK MELLON TRUST	541071:06/22 O&M WASTEWATER	30,960.29	91,706.84	1280425	6/15/22
BARDAVON HEALTH INNOVATIONS LL	PRE-EMPLOYMENT SCREENING		110.00	67980	6/24/22
CHISHOLM CREEK UTILITY AUTH.	06/22 CUA CONTINGENCY		2,820.00	67983	6/24/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC UTILITY		94.96	1280385	6/16/22
DITCH WITCH OF WEST TEXAS	UTILITY LINE LOCATOR EQUIP		3,300.00	67990	6/24/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		400.00	1280419	6/22/22
FICA/FEDERAL W/H	FED/FICA TAX		2,082.17	1280415	6/22/22
KANSASLAND TIRE # 9584	CRANE TRUCK TIRES		1,162.21	68003	6/24/22

CLAIMS REPORT

Vendor Checks: 6/15/2022- 6/28/2022

Section VII, Item A.

Payroll Checks: 6/15/2022- 6/28/2022


VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KANSAS DEPT OF REVENUE	STATE TAX		332.58	1280418	6/22/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		53.70	1280396	6/23/22
KANSAS GAS SERVICE	GAS SVC:CH		7.97	1280395	6/23/22
K P E R S	KPERS TIER 3		1,243.97	1280417	6/22/22
MCDONALD TINKER PA	LEGAL:NEW CCUA AGREEMENT		210.00	68014	6/24/22
POSTMASTER	06/22 POSTAGE:UTILITY BILLS		416.09	67970	6/17/22
PUBLIC WORKS & UTILITIES	BULK SEWER 04/30-05/31/22		4,551.14	1280437	6/22/22
RASHELL D LASHBROOK	07/22 JANITORIAL SVC:PW		103.19	68025	6/24/22
03 SEWER UTILITY TOTAL			108,594.82		
SPECIAL STREET & HIWAY					
CILLESSEN & SONS, INC	53RD ST STRIPING		9,981.00	67984	6/24/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		47.48	1280385	6/16/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING		7,814.19	1280390	6/16/22
FICA/FEDERAL W/H	FED/FICA TAX		438.85	1280415	6/22/22
FREMAR CORPORATION	GRAVEL ROADS		3,072.78	67992	6/24/22
MANDJ, LLC	F350 BATTERY		166.20	67999	6/24/22
KANSASLAND TIRE # 9584	TRAILER TIRES		301.38	68003	6/24/22
KEY EQUIPMENT & SUPPLY CO	STREET SWEEPER REPAIR		775.50	68004	6/24/22
KANSAS DEPT OF REVENUE	STATE TAX		60.26	1280418	6/22/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		26.85	1280396	6/23/22
K P E R S	KPERS		320.50	1280417	6/22/22
MCCONNELL & ASSOCIATES	STREET MATERIALS/SUPPLIES		7,337.08	68012	6/24/22
NATIONAL SIGN COMPANY, INC.	SIGNS, MATERIALS/SUPPLIES		4,175.90	68015	6/24/22
P B HOIDALE COMPANY	DIESEL FUEL TANK PUMP		580.50	68016	6/24/22
WEX BANK	FUEL		716.82	1280439	6/20/22
04 SPECIAL STREET & HIWAY TOTAL			35,815.29		
CAPITAL IMPRV RESERVE					
GARVER	53RD OLIVER/WOODLAWN DESIGNS		7,843.50	67996	6/24/22
PROFESSIONAL ENGINEERING CONSU	STREET EVALUATION 210641-001		27,120.00	68018	6/24/22
05 CAPITAL IMPRV RESERVE TOTAL			34,963.50		
CAPITAL PROJECTS #2 FUND					
STRUNK PUBLISHING, LLC	BREEZE AD;LEGAL PUBLICATIONS		2,995.20	67977	6/24/22
GARVER	CEDAR PASS PH1		100,463.00	67996	6/24/22
33 CAPITAL PROJECTS #2 FUND TOTAL			103,458.20		
Accounts Payable Total			567,577.19		
Payroll Checks					
01 GENERAL			60,097.54		
02 WATER UTILITY			7,743.35		
03 SEWER UTILITY			5,491.05		
04 SPECIAL STREET & HIWAY			1,463.12		

CLAIMS REPORT
Vendor Checks: 6/15/2022- 6/28/2022

Section VII, Item A.

Payroll Checks: 6/15/2022- 6/28/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	DATE
	Total Paid On: 6/22/22		74,795.06		
	Total Payroll Paid		74,795.06		
	Report Total		642,372.25		


JUN 29 2022



May 10, 2022

Senator Ty Masterson
P.O. Box 424
Andover, KS 67002

Dear Senator Masterson,

The Bel Aire City Council recognizes the importance of state legislation that directly impacts local municipalities. We also value strong relationships with our representatives within the Kansas Legislature. Senate District 16 includes part of Bel Aire and we appreciate your service to our residents.

As the 2022 legislative session is coming to an end, I am writing on behalf of the Bel Aire Governing Body to invite you to a City Council meeting in June, July or August. We meet on the first and third Tuesdays of each month at 7:00 pm. This is something new we are starting to intentionally foster a stronger relationship with you and our governing body as well as citizens. Please contact our City Manager, Ty Lasher, at tlasher@belaireks.gov to set up a date that works with your schedule so that he can place you on the agenda.

We would really like to hear about the following:

1. **Legislative priorities update.** We would like you to cover the priorities included in our January 2022 letter to you: Redistricting, property taxes - tax lid repeal, mental health, countywide sales tax, home rule - unfunded mandates as well as other bills that were passed or defeated which directly impact cities.
2. **Bel Aire's BASE Grant funding denial.** We would like you to shed light on Bel Aire's BASE Grant denial as well as why Sedgwick County in total received only \$5 million in funding for one Wichita project while Johnson County received 6 projects totaling \$34 million. We also noted that northeast Kansas received \$60 million while southcentral Kansas received only \$30 million.

If you have any further questions, please feel free to contact me. My email is jbenage@belaireks.gov and phone number is 316-684--0226. We look forward to hearing from you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jim Benage", with a stylized flourish at the end.

Jim Benage
Mayor

January 19, 2022

Senator Ty Masterson
300 SW 10th Ave, Room 332-E
Topeka, Kansas 66612

Dear Senator Masterson,

The City of Bel Aire's governing body recently met to rank our seven legislative priorities for the 2022 legislative session. Bel Aire City Council officially adopted the following legislative policy at our January 18th meeting. Bel Aire continues to be one of the fastest growing cities in Kansas, and is committed to maintaining a high quality of life for residents through careful local stewardship. We appreciate your work on repealing the tax lid, limiting unfunded mandates and supporting mental health. Your support of these 2021 priorities made a difference to our residents.

This year the Governing Body respectfully requests your support maintaining the Countywide Sales and Use Taxes structure, amending the Senate Bill 13 burdensome notice requirements, affirming home rule, backing K-254 infrastructure funding and supporting State funding for mental health facilities and programs.

You may remember recently receiving correspondence from us about explicitly allowing local advisory questions to be presented on election ballots and consolidating Bel Aire in to one house district; we hope to see progress on these issues as well.

1. **Countywide Sales and Use Taxes:** Support keeping the current city-county revenue sharing formula in place to benefit all. The existing formula benefits both city and county tax payers and ensures there is a fair, predictable and consistent method to distribute funds that are generated primarily in cities.
2. **Property Taxes:** Any tax lid limits cities ability to legislate and spend funds that are raised locally. The current tax notice requirement are intended to foster transparency, but are structured to be burdensome and costly. After 2022 cities will be required to pay for these additional notices from local funds. **We encourage changing the Senate Bill 13 notice requirement to make this noticed process less complex and burdensome while still preserving the goal of transparency. This may be accomplished by requiring a single publication in the official newspaper, in lieu of individual notices every time property taxes are adjusted.**
3. **Home Rule and Properly Funded Mandates:** Home Rule is key to the success of cities to govern themselves based on citizen input and desires. Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, we support local elected officials making decisions for their communities, particularly local tax and revenue decisions. Any state or Federal mandates should heavily consider the Home Rule Amendment *and* be properly funded. Legislative requirements from the state or federal governments imposed on cities without proper funding negatively impacts the budgets of cities. **Strongly support home rule. Oppose any legislative mandates unless properly funded.**

4. **K254 Public Infrastructure:** Support state prioritization of K-254 safety and infrastructure improvements and recommend the selection of K254 for IKE Transportation funding. Studies have shown that regional and local growth for southcentral Kansas are tied improving the K-254 infrastructure. Bel Aire values the promotion of safety, economic development, growth, road improvements and other infrastructure related objectives along K-254 in the interest of the public good.
5. **Mental Health:** Support the State prioritizing the allocation additional resources for mental health programs and studying solutions to this statewide problem. Funding should be allocated for community mental health centers and additional bed space for patients with mental health issues.
6. **Election Ballots:** From time to time governing bodies want to ask constituents about their thoughts on local matters such as, investing in city parks, local term limits, or interest in certain services. These sort of questions bring great value to the local legislative process yet they are not allowed on county run election ballots. **Please support local engagement by passing legislation to explicitly give municipal governing bodies the authority to add advisory questions to elections overseen by the Secretary of State.**
7. **Redistricting:** Support a district map that allows the entire City of Bel Aire to be in one district. Though we appreciate and value Representative Ohaebosim and Representative Penn, our residents often find it difficult to determine in which district they reside as their neighbor across the street may have a different representative. Our constituents have shared they would prefer all of Bel Aire being in one district.

Our governing body is more than willing to meet with you to discuss how these outlooks can make our community and our State better. We would welcome an email or call if you need additional information from us on specific issues. My email is JBenage@belaireks.gov and I can be reached at (316) 684-0226.

Thank you in advance for taking the time to understand and champion these priorities on behalf of the City of Bel Aire. Our citizens truly appreciate your time and commitment as our Senator. You continue to be a strong supporter and friend of Bel Aire which is a great honor. Thank you for all you do in Topeka.

Respectfully,



Mayor Jim Benage

City of Bel Aire, Kansas

STAFF REPORT

DATE: June 29, 2022

TO: Governing Body

FROM: City Attorney/City Manager

RE: CCUA Audit Contracts



Background: The City of Bel Aire has requested the Manager and Attorney work with experts to investigate the financial equity and operational concerns within Chisolm Creek Utility Authority (CCUA). To achieve this goal the City needs unique expertise particularly tying engineering, operational, and financial audit capabilities, in order to properly and holistically assess the complex financial and operational concerns. The Manager and Attorneys met and agreed that the need for this project was to bring on both a **financial audit expert** and an operational **facility operation expert** to put together a comprehensive credible assessment of the CCUA. The deliverables for both agreements include reports, findings, recommendations, meetings, and presentations. Attorney believes those deliverables will allow the City to objectively assess the gaps and solutions needed to make CCUA operate more fairly and effectively.

Discussion:

Scot Loyd, owner of the Loyd Group brings broad experience and expertise in organizational financial audits and making recommendations that are practical and protective, particularly in working with government clients. The agreement presented is broad enough to allow the City to work with him on many aspects of this financial review, including helping staff understand implications of certain practices. He will help with the implementation and execution plan of the City's goal and his role will adapt to assist if City needs change. This contract is designed to be reviewed after a year and may be terminated at any time.

Burns & McDonnell has expertise in comprehensive facility evaluation. They have assembled a team to prove utility performance audit and evaluation. This team is very comfortable with complex and makeshift existing utilities and has tools to assist in finding lines, understanding flow issues, and investigating causes/solutions for KDHE compliance issues that come with such cases. Consultant will perform facility evaluations of the CCUA wastewater treatment plant and the CCUA water treatment plant and explain findings. The agreement presented is targeted and provides a clear scope of deliverables that will be meaningful to understanding gaps in CCUA functions. The contract provides a 12 week schedule to track progress and can be terminated with 10% fee at any time.

Recommendation: Approve both contracts to begin CCUA audit, and review as needed.

**LETTER AGREEMENT FOR PROFESSIONAL SERVICES
(Doc. No. AE-7)**

June 17, 2022

Ty Lasher
City Manager
City of Bel Aire
Bel Aire, KS 67226

Re: Professional Engineering Services for Water and Wastewater Treatment Facility Evaluations

Dear Mr. Lasher,

In accordance with your request of June 8, 2022, we are pleased to submit our letter agreement for engineering Services on the referenced Project as follows. If acceptable, please sign where indicated and return a fully executed copy to the undersigned. Any changes you make are subject to our acceptance in writing. For purposes of this Agreement, City of Bel Aire is hereafter referred to as the CLIENT and Burns & McDonnell Engineering Company, Inc. is hereafter referred to as the CONSULTANT.

PROJECT:

CLIENT requests CONSULTANT to provide Services as set out in this Letter Agreement on the following Project.

SCOPE OF SERVICES:

The Services to be provided by CONSULTANT for CLIENT are attached to this letter as Exhibit A.

RESPONSIBILITIES OF CLIENT:

It is our understanding CLIENT will provide the following:

- A. Assistance by placing at CONSULTANT's disposal all available information pertinent to the Scope of Services on this Project, including previous reports and any other data relative thereto. CONSULTANT shall rely on information made available by CLIENT as accurate without independent verification.

COMPENSATION:

- A. Amount of Payment

- 1. For Services performed, CLIENT shall pay CONSULTANT as follows:
 - a. For time spent by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form UC 22-6A. Such rates include overhead and profit. The rate schedule is effective to December 31, 2022, and will be increased annually thereafter.
 - b. For photocopy, telephone, fax, normal computer usage and computer-aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.
 - c. For expenses incurred by CONSULTANT, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to CONSULTANT.

City of Bel Aire
June 17, 2022
Page 2 of 2

- d. For reproduction, company vehicle usage, and testing apparatus, amounts will be charged according to the CONSULTANT's standard rates in effect at the time the Service is provided.
2. Taxes: Any sales or use taxes, or their equivalent, imposed by state, local or other authorities shall be in addition to the compensation stated under "Amount of Payment."
3. Total payment for the Scope of Services described herein including is not to exceed one hundred seventy-eight thousand four hundred Dollars (\$ 178,400), which amount shall not be exceeded without prior written consent of CLIENT.
4. Statements:
 - a. Monthly statements shall be submitted by CONSULTANT to CLIENT covering Services performed and expenses incurred during preceding month.
 - b. Statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided.

TERMS AND CONDITIONS:

The attached Terms and Conditions for Professional Services is incorporated and made a part of this Agreement.

We appreciate the opportunity to present this Proposal. If it is acceptable, please sign and return one copy for our file.

Sincerely,

Brian Meier
Managing Associate

Enclosures:

Exhibit A: Scope of Services
Schedule of Hourly Professional Service Billing Rates
Terms and Conditions for Professional Services

ACCEPTED:

CITY OF BEL AIRE

By: _____

Title: _____

Date: _____

Schedule of Hourly Rates and Expenses

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$67.00
Technician*	6	\$85.00
Assistant*	7	\$102.00
	8	\$138.00
	9	\$166.00
Staff*	10	\$189.00
	11	\$209.00
Senior	12	\$232.00
	13	\$254.00
Associate	14	\$262.00
	15	\$265.00
	16	\$268.00
	17	\$270.00

Unit Cost Rates

<u>Description</u>	<u>Unit Cost</u>
Flow Meter Installation	\$500.00/each
Flow Monitoring/Weekly Interrogation	\$70.00/meter-day (includes meter)
Flow Monitoring/Weekly Interrogation	\$40.00/meter-day (using City meter)
Rain Gauge Monitoring	\$15.00/gauge-day

NOTES:

- Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
- For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
- For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
- Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
- The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
- The rates shown above are effective for services through December 31, 2022, and are subject to revision thereafter.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Water & Wastewater Facility Evaluations	Date of Letter, Proposal, or Agreement:
Client: City of Bel Aire, Kansas	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMcD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$500,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD

for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of

the terminating party. If so terminated, Client shall pay to BMcD the amounts due BMcD for all services properly rendered to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of ten percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

Section XI, Item A.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Sedgwick County, KS.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

**Agreement for Consultation Services
City of Bel Aire and Loyd Group, LLC.**

**This Agreement for Consultation Services is entered into By and Between the
Loyd Group, LLC an Independent Contractor, and The City of Bel Aire,
Kansas effective on this 1st Day of July, 2022.**

Based on Consultant's reputation, expertise, and experience advising public entities on financial audit and operational matters, the City of Bel Aire, hereinafter "Client" retains the Loyd Group, LLC., hereinafter "Consultant", to assist the City of Bel Aire in reviewing, producing findings, and making recommendations regarding financial equity and operational concerns within Chisolm Creek Utility Authority (CCUA).

1) Scope of Services. Parties agree that the Loyd Group will perform the services set forth below for the City of Bel Aire.

- a) Advise Client on project needs, gaps and industry performance standards related to financial accounting and auditing of CCUA
- b) Make findings regarding financial equity, operations expenditures & revenues, bonding and all other financial observations of CCUA.
- c) Perform necessary accounting procedures and calculations, relating to the above referenced project, until the project is completed.
- d) Preparation of reports and forms to be submitted to the City as necessary to prove the proper financial relationship between city records, bond documents and actual financial records of CCUA.
- e) Provide consultation on allowable expenses, bond document review & calculations and necessary documentation required to meet the bond covenants & agreements in place with CCUA.
- f) Review payment calculations and check these against substantiation provided by the City, Park City, other Professional Consultants, KDHE, and CCUA.
- g) Process reconciliation requests of data based on the engineer's calculations as they review the flow of the wastewater and water through CCUA.
- h) Work closely with City staff throughout the entire project to formulate/review a Project Implementation and Execution Plan. We

expect this to be a joint effort between City personnel and Consultant staff.

- i) Attend meetings that are project related, utilizing remote technology where possible.
- j) Assist the City in project related public hearings / meetings required throughout the entire project where Consultant may be required to explain various aspects of the audit and verification process. If a financial audit or agreed upon procedures engagement would be required to help with the verification process, that engagement letter would be captured in a separate engagement letter.
- k) Work closely with the City point-of-contact and the professional team selected to investigate the requirements of CCUA agreements in place and make findings and recommendations as necessary regarding those findings. Deliver written findings and any additional information as requested.
- l) Aid the professional team involved with this project and the City management with applicable financial laws, financial ordinances, and financial requirements in regards to reporting under the Kansas Municipal Audit and Accounting Guide (KMAAG) or Generally Accepted Accounting Principles (GAAP) and various other financial requirements under Federal, State and Local government regulations, ordinances or resolutions.
- m) Monitor evolving guidance and assist City staff in creating financial and performance improvements based on best practices and authoritative guidance available on a contemporaneous basis with potential agreements moving forward relating to CCUA and its involvement regarding wastewater disposal and water distribution.
- n) Parties understand time is of the essence. All services listed above are to be provided in a timely and efficient manner.
- o) Exclusions - In performing these services our Consultant role is strictly advisory in nature, Consultant will not:**

- Audit financial information and will not issue any form of assurance on it, including the Single Audit.
- Audit internal control or procedures nor issue any form of assurance on them.
- Identify ALL challenges and improvements that may exist or are needed; however, Consultant will provide the City

Administration with a report of our findings and identified solutions that come to Consultant attention in this engagement, if in Consultant's professional opinion it is material to the process and has a future benefit to the City.

- Identify ALL risk of material misstatements or detect material errors or fraud. However, Consultant will inform management of any material errors or fraud that comes to Consultant's attention during the process of consultation engagement.
- Perform services or make representations that could be perceived, by an informed party, as making managerial decisions.
- Make managerial decisions on behalf of City administration.
- Provide managerial approval or disallowance of ARPA fund expenditures, but will offer insights and recommendations to aid City governance in making decisions based on the authoritative guidance available.

2) **Payment for Services.** For Services performed, Client shall pay Consultant as follows:

- Monthly statements shall be submitted by Consultant to Client covering Services performed and expenses incurred during preceding month. Payment will be made within 30 days of receipt of statement.
- Statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided.
- Total payment for the Scope of Services described herein including is not to exceed Twenty Five Thousand Dollars, (\$25,000), which amount shall not be exceeded without prior written consent of Client.

3) **Changes.** Client shall have the right to make changes within the general scope of the services listed herein, upon execution of a mutually acceptable amendment or change order signed by both Parties.

4) Miscellaneous.

- a) **Engagement Record Request.** If requested, access to such engagement documentation will be provided under the supervision of Loyd Group, LLC personnel. Furthermore, upon request, Consultant may provide copies of selected engagement documentation to regulatory agencies or their designee. The regulatory agencies or their designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.
- b) **Expert Witness Fees.** In addition, both parties further agree that in the event Consultant or any of its employees or agents is called as a witness or requested to provide any information whether oral, written, or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that Client provided to Consultant, or any documents and work-papers prepared by Loyd Group, LLC in accordance with the terms of this agreement, Client agrees to pay any and all reasonable expenses, including fees and costs for Consultant time at the rates then in effect, as well as any legal or other fees that we incur as a result of such appearance or production of documents.
- c) **Dispute Resolution.** If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by a mutually agreed upon arbitrator, under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.
- d) **Entirety of Agreement.** This engagement embodies the entire agreement and understanding between the parties hereto and there are no promises, warranties, covenants, or conditions made by any of the parties except as herein expressly contained. The terms and conditions of this engagement shall be governed and construed in accordance with the laws of the State of Kansas and may only be modified in a writing signed by all the parties. Jurisdiction and venue of any dispute or cause of action arising out of or related to the subject-matter of this agreement shall lie in the State of Kansas and any litigation arising out of or related to the professional services rendered hereunder shall be brought in the State of Kansas.

- 5) Termination. This agreement shall automatically terminate one year from the effective date unless renewed by written agreement of parties.** Services may be terminated at any time by Client or Consultant with ten (10) days' written notice. If so terminated, Client shall pay Consultant all amounts due for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

Jim Benage, City of Bel Aire, MAYOR

D. Scot Loyd

D. Scot Loyd, The Loyd Group, OWNER

ATTEST:

Melissa Krehbiel, CITY CLERK

SEAL

Qualifications

D. Scot Loyd, CGFM, CPA, CFE, CGMA, CNC

Owner

Education and Certifications

B.A. in Accounting from Tabor College, Hillsboro, Kansas, 1983.

Certified Public Accountant, Kansas, 1986 (Certificate No. 5242)

Certified Government Financial Manager, 1996 (Certificate No. 4171)

Certified Fraud Examiner, 2012 (Member No. 18043)

Chartered Global Management Accountant, 2013 (Certificate No. 110041452)

Certified Numbers Coach



Professional Experience

Currently, Scot is the sole owner of the Loyd Group, LLC since January 1, 2022. Prior to the Loyd Group, LLC he had been a Member/Owner with the firm Swindoll, Janzen, Hawk & Loyd, LLC of McPherson, Kansas since January 1 1990. From June 1986 to December 1989, Scot was a staff accountant/manager with this same firm. Prior to joining his current firm, Scot was a staff accountant with the firm of Yerkes and Michels, CPA's in Independence, Kansas from May 1983 to June 1986. He was also an intern with Yerkes and Michels, CPA's for the summer of 1982.

Scot has over 39 years of audit and accounting experience gained with audit organizations. He has operated a diversified governmental practice relating to federal, states, counties, cities, schools, colleges, Single Audits of not-for-profits and governmental entities, governmental software development and consultation on other miscellaneous entities. Scot and Carlotta Sunderland who works for him at the Loyd Group have also worked extensively with the SPARK program under the Cares Act and now the ARPA program under the American Rescue Plan Act (ARPA).

Local Governments

During his tenure at these firms, Scot has provided the following services for local government clients: audit, budget, general and technology consultation, training, software development and operational management. Specifically, Scot has audited and/or been associated with the following Federal programs as they relate to these local governments:

- Department of Transportation (DOT)
- Department of Housing and Urban Development (HUD)
- Department of Agriculture (USDA)
- Department of Interior (DOI)
- Department of Health and Human Services (HHS)
- Department of Homeland Security (specifically FEMA)
- SPARK and RESCUE Funding through the Cares Act and the American Rescue Plan, respectively

Governmental Software Development

Scot has been involved with the development and implementation of various Windows based software programs for governmental entities. Scot’s governmental background provides and audit/financial statement approach to the unique programming of the software products.

- Through January 2005, Scot was involved with a software project for the State of Oklahoma. Through his professional relationships with Crawford and Company, CPAs in Oklahoma County, the Oklahoma Municipal League (OML) has adopted governmental software as the software of choice through their website for Oklahoma cities.
- In September 2003, Saline County, Kansas decided to take the same opportunity in Emporia USD 253 software arena. He has been involved with the development of a very similar county PC software product for Saline County and other county software customers through January 2005.

Federal Emergency Management Agency

As sub-contractors for Cotton & Company, located in Washington, D.C. SJHL assisted in conducting performance audits of disaster assistance grants to which FEMA has obligated many millions of dollars of funding to states, and Scot was one of the partners/managers on this work. FEMA typically awards a single grant to a state where a disaster has occurred, and the state office that handles emergencies is the grant recipient. The agencies and entities are the sub-grantees. The objective of this audit is to determine compliance by the state and certain sub-grantees with grant management regulations. This audit is being conducted in accordance with federal regulations, guidance provided by FEMA’s Office of Inspector General, FEMA’s audit guide, and with Government Auditing Standards, as promulgated by the Comptroller General of the United States. Scot’s firm was involved with the States of Nebraska, Kansas, Oklahoma, Nevada, Iowa, Missouri, and Arizona.

State of Kansas

One of the more notable engagements under his supervision was the sub-contract arrangement with Deloitte & Touche, LLP on the State of Kansas audit. Through this arrangement he was responsible for supervision and performance of a portion of the statewide Single Audit. He was involved or in charge of auditing the following Federal/State programs:

- Department of Health and Human Services (HHS)
- Department of Agriculture (USDA)
- Department of Defense (DOD)
- Department of Justice (DOJ)
- Department of Interior (DOI)
- Review of the Social Rehabilitation Services (SRS) Cost Allocation Plan

Book Authorship and Reviews

Scot was a co-author and has assisted various vendors and authors in book reviews in past years. He has co-authored several books or publications with Michael A. Crawford, the following publications being the most notable:

- 2005-2010 CCH Miller Governmental GAAP Guide
- 2005-2010 CCH Miller Governmental GAAP Practice
- 2008-2010 CCH Miller Governmental Auditing Guide
- CCH Governmental GAAP Update Service
- 2007-2010 “CPA’s Guide to Independence and Ethics”

Public Speaking Engagements

Scot has extensive involvement as a presenter at conferences in conjunction with the Kansas Association of Counties, Kansas Association of County Commissioners, Kansas Association of School Business Officials, Kansas Association of County Treasurers, Kansas County Officials Association, League of Municipalities, Wichita State University Hu-go Wall School of Urban and Public Affairs—County Clerk’s, City Clerk’s and Municipal Finance Officers of Kansas, American Institute of Certified Public Accountants (AICPA), and State Societies of Certified Public Accountants Governmental Accounting and Auditing Conferences, etc.

Other Professional Experience and Affiliations

Scot has been extensively involved in Federal, State and Local government and auditing standards committee activities, along with youth leadership activities.

- American Institute of Certified Public Accountants Government Performance and Accountability Committee (GPAC). Served a four year term on this committee from October 1, 2006 to September 30, 2010. Scot was the only CPA in the United States from a firm that was on this committee.
- American Institute of Certified Public Accountants Professional Ethics Executive Committee (PEEC). Served a three year term from October 1, 2003 to September 30, 2006 on this committee. Scot assisted the AICPA Ethics Division staff in conducting investigations of CPA referrals regarding audit failures or independence violations.
- U.S. Comptroller General appointed Scot to the U.S. GAO Strategic Planning Task Force as of June 19, 2003. Scot was the CPA representative from the United States to serve on a task force of Federal, State, Local government representatives and CPA Society representatives to develop a strategic plan relating the National Intergovernmental Audit Forum to the 10 Regional Intergovernmental Audit Forums across the United States.
- American Institute of Certified Public Accountants, Partnering for CPA Practice Success (PCPS) Technical Issues Committee (TIC). Scot was chairman of this committee’s governmental zone from October 1, 1999 to September 30, 2001. Scot was reappointed to this Committee in May 2019 for a three year term.
- Kansas Society of Certified Public Accountant’s Governmental Accounting and Auditing Committee. Scot was chairman from September 1992 to August 1995, and remains a member of this committee (currently called a task force).

- Kansas Society of Certified Public Accountant's representative to the Mid-America Intergovernmental Audit Forum (MAIGAF) since 1992. As of January 2002 and again in December 2010, Scot served as Chairman and on the Board until 2015.
- Kansas Municipal Audit and Accounting Guide (KMAAG) Editorial Board, beginning in September 2012. This is Scot's second time to be on the editorial board for KMAAG. Scot served as Chairman and on the Board until 2015.
- Government Finance Officers of America (GFOA) Special Report Review Committee 1992 to 2003.
- Associate member of the Kansas Bankers Association.
- Fellowship of Christian Athletes (FCA) State of Kansas board member/consultant and huddle leader 1997 to present.
- Various other positions in organizations furthering the governmental accounting, financial management and auditing profession.

Continuing Professional Education

FY June 30, 2022 and prior, Scot has met and/or exceeded the required CPE hours.



Sedgwick County...
working for you

County Clerk's Office

Kelly Arnold, County Clerk

100 N Broadway, Suite #620, Wichita, KS 67202

TEL: 316-660-9223 - www.sedgwickcounty.org - FAX: 316-383-7961
sgclerk@sedgwick.gov

Section XI, Item C.

NOTICE OF REVENUE NEUTRAL RATE INTENT PURSUANT TO

K.S.A 79-1460, 79-1801, 79-2024, 79-2925c, 79-2988

Please indicate below whether your governing body will be exceeding the Revenue Neutral rate:



Yes, we intend to exceed the Revenue Neutral Rate and our proposed mill levy is 43.565

The date of the Hearing is 09/07/22 at 7:00 p.m. and will be held at City Hall, 7651 E Central Park Ave
in Bel Aire, KS



No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget to the County Clerk on or before August 25, 2022.

SIGNATURE

DATE

Mayor

Title

0520 CITY OF BEL AIRE

Tax District

NOTE: Districts who exceed the RNR must adopt a Resolution or Ordinance with a **ROLL CALL VOTE** at their RNR Hearing. This document must be included with the budget certification to the County Clerk.

(First published in the Ark Valley News
on the ____ day of _____, 2022.)

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. ____

AN ORDINANCE REGULATING STREET PARKING BY PROHIBITING THE PARKING OF VEHICLES ON PRAIRIE COURT IN BEL AIRE, KANSAS AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

Whereas, The Governing Body having determined based on advice from the Sedgwick County Fire Department that it is in the best interest of the health, safety, and welfare of the residents of Bel Aire, Kansas, that vehicle parking be prohibited in the following area: The entirety of Prairie Court, in the Prairie Preserve Development, within Bel Aire, Kansas.

Section 2. Definitions

"Vehicle" as used in this ordinance shall mean every device in, upon, or by which any person or property is or may be transported or drawn upon a roadway.

"Parking" shall mean the standing of a vehicle, whether occupied or not, other than temporarily for the purpose of and actually engaged in loading and unloading passengers or property.

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

SECTION 1. Parking Prohibited: Vehicle parking is prohibited throughout the entirety of Prairie Court, in the Prairie Preserve Development, within Bel Aire, Kansas.

SECTION 2. Penalty: Upon posting of signs prohibiting parking as provided herein, any owner or operator of a vehicle parked in violation of the provisions of this ordinance shall, upon being found guilty of violating the provisions of this ordinance, be subject to a fine of not more than Twenty-five Dollars (\$25.00) plus court costs and administrative fees.

Section 3. Effective Date: Ordinance shall take effect and be in force from and after its publication in the official city newspaper. Enforcement may commence upon the posting of signs prohibiting parking as declared herein.

Passed by the City Council this _____day of _____, 2022.

Approved by the Mayor this _____day of _____, 2022.

Jim Benage, MAYOR

ATTEST:

Melissa Krehbiel, CITY CLERK

SEAL

CITY OF BEL AIRE

TAX INCREMENT FINANCING POLICY

Adopted: November 2, 2009 Revised: 7/16/2012 & 7/5/2022

The City of Bel Aire, under the authority conferred by KSA 12-1770 et. seq., will consider the use of tax increment financing (TIF) to encourage and facilitate the development and/or redevelopment of areas within its corporate City limits or within its growth area.

Background:

The Kansas Legislature first authorized Tax Increment Financing in 1976 via K.S.A. 12-1770 et seq.. The act allows for the issuance of special obligation or full faith and credit tax increment bonds, or pay-as-you-go tax increment financing, for qualified development or redevelopment projects.

Tax Increment Financing allows for the increase in property tax revenues within the district to pay for eligible development project costs. The “tax increment” is the increase in property tax revenue resulting from the difference between the assessed valuation of the property in the district after development or redevelopment compared with the value at the time of establishment of the district (Base Year). The tax increment is used to pay for the eligible project costs while revenues attributable to the Base Year valuation continue to go to all taxing districts. TIF revenues may be used to pay principal and interest on City bonds issued to finance the eligible project costs or reimburse the developers for such costs on a “pay-as-you-go” basis.

Incentive Objectives:

The City will use tax increment financing to accomplish these major objectives:

- Eliminate blighted areas.
- Encourage redeveloped or development of underutilized commercial areas.
- Increase the city’s property tax base by providing high quality development.
- Encourage additional private development.
- Support development efforts that enhance urban features and amenities.
- Facilitate development on sites that otherwise development has little potential without use of TIF.

Projects intending to use tax increment financing must provide a public purpose statement to identify the public benefit served by the development. Alternatives, such as “pay-as-you-go” financing and reimbursing front-end public development costs with TIF revenues, are preferable to bond financing and are to be consider and used when appropriate. Only those public improvement costs directly associated with the proposed development plan or project should be financed through TIF. Eligible expenses defined pursuant to K.S.A. 12-770a(o) include:

- Property acquisition
- Relocation costs
- Site preparation, including demolition and environmental soil remediation
- Sanitary and storm sewers and lift stations
- Utility relocations and extensions

- Landscaping, lighting, paving, including parking lots
- Public streets
- Drainage conduits, channels and levees
- Plazas, parks and public gathering spaces
- Parking facilities include multi-level structures
- Costs associated with above uses, such as design and financing.

Excluded uses are costs related to building construction, except for multi-level public parking structures and other uses specifically authorized by statute.

Project Requirements:

- Tax Increment Financing will be only used as a final effort for funding.
- Projects should provide the highest possible private financing investment ratio. For TIF projects, ratio shall be 3 – 1.
- TIF projects and development agreements will be prepared in a way to not place additional ongoing financial burden on the City.
- The developer must provide adequate financial guarantees to ensure completion of the project, including but not limited to, assessment agreements, letters of credit and personal guaranties, etc.
- Developer shall adequately demonstrate, to the City's satisfaction, an ability to complete the proposed project based on past development experience, general reputation, and credit history. City may request, at the developers' expense, a third-party analysis of the developer's capacity.
- An appropriate apportionment of the TIF proceeds should be used to pay for additional municipal facilities or public infrastructure beneficial to the TIF project. TIF funds will be prioritized for said improvements. The adequate portion will be negotiated per project.
- Construction will commence within one year of the City Council approval or development agreement will be void, unless extended by the City Council
- Any developer-controlled land will have deed restrictions placed to ensure any disposition of property cannot change without approval from the City.

Economic Analysis and Financial Requirements:

- All TIF projects will be analyzed to determine the need for financial assistance. TIF projects financed on a "pay-as-you-go" will be reviewed to determine the amount and level of assistance needed.
- Applicants will be required to provide City Staff with pro forma cash flow analysis and uses of funds in sufficient detail to demonstrate that reasonably available conventional debt and quality financial sources will not fund the entire cost of the project and still operate with reasonable market rate return on investment based on current market capitalization rates identified by a qualified third party.
- Financial Feasibility Analysis will be conducted by City staff to determine the capacity and need for TIF financing.
- Projects return on public investment will be reviewed by the Center for Economic Development and Business Research (CEDBR) fiscal impact model.

- TIF shall not be used to supplant cash equity. Developer cash equity contribution shall be at least 15%. Tax credits will be considered equity but a minimum 5% equity must be developer cash. Deferred developer fees will not be considered.
- Developer will be required to personally guarantee 100% of the TIF annual debt service payments on the City bonds issued to finance the TIF project costs. Letters of credit, bond insurance, pledged collateral or other acceptable forms of credit will be required as additional security obligation.
- Developer agrees not to protest the value assessed by the County Appraiser's Office during the life of the Project, unless actual values exceeded project values used in the TIF analyses by at least 150%
- Developer shall be able to demonstrate a market demand for a project. TIF shall not be used to support purely speculative projects. City may require a third-party market study when appropriate.
- Maximum term shall be 20 years.
- In cases where bond issuance is requested, the City's staff will work with developer to calculate how much revenue will be raised for the TIF district and the principal amount of bonds that can be issued based the tax revenue stream and a 1.3 debt service coverage ratio.
- The city will conduct a background check on all TIF applications and all partners. Applicants are required to [provide City staff with the personal and business information needed to carryout such a background check. Information for a background check will be treated as confidential information to the extend allowed by KORA.

Application Fee:

- \$5,000 – Non-Refundable
- \$2,500 for Amendments to TIF Districts – Non-Refundable

Project Application:

A developer interested in the use of Tax Increment Financing will prepare and submit a Project Application Packet to the City Manager, along with a \$5,000 application fee and \$10,000 deposit fee. An application will contain the following information:

- A preliminary plan that outlines the scope of the project.
- A description of the project including public purpose.
- Market study of the area that demonstrates the need and feasibility of the project.
- Listing of project milestones.
- Financial plan with costs, proposed funding sources and financial gap.
- Information regarding the proposed uses or changes of the land.
- Preliminary stie plan of the proposed project.
- Proposed changes to current land use and infrastructure.
- Any known environmental concerns.
- Visual depictions of the proposed project, renderings and elevations.
- Project team, names, affiliations, rolls of each team member and responsibilities.
- Other information that will provide the city with a better understanding of the proposed development.

Fees:

The City shall require a \$10,000 deposit. The deposit shall be applied toward staff time, expenses for any mailing or publications, interna / external legal counsel. This fee shall be replenished by the applicant at any time the fund drops below \$5,000. The applicant shall replenish the fund to \$10,000 level within 10 days of notice that it has dropped below the \$5,000. Failure to replenish the deposit may result in the City staff ceasing the processing of the project. Amendments to the TIF district require a \$2,500 deposit that will require replenishing if the funds drop below \$1,000.

TIF Creation Process:

The first step required in the TIF process shall be the adoption of a resolution by the City Council. This resolution shall provide for the following:

1. Notify the public that a hearing will be held to consider the establishment of a district. The notification shall fix the time and place of the hearing.
2. Describe the proposed boundaries of the district.
3. Describe the district plan and that such plan includes a map, both of which are available for inspection at a designated time and place (i.e. City Hall, M-F, 8-5).
4. State that the City Council will consider findings necessary for the establishment of a development district.

Upon the completion of the public hearing, the City Council may pass an ordinance which shall:

1. Make findings that the district proposed to be developed is an eligible area and the development or redevelopment of the area is necessary to promote the general and economic welfare of the City.
2. Contain the district plan as approved, which will identify all of the proposed development project areas and identify in general only, all of the buildings and facilities that are proposed to be constructed or improved.
3. Contain the legal description of the district, legally establish the district, and identify the boundaries of the district. No area shall be included within the boundaries of the final development district that were not included in the original, published notice.

Under KSA 12-1771(d), the City may not acquire any privately owned property subject to ad valorem taxes in the event either the school board or the county commission finds that the impact of the proposed TIF district will have an “adverse effect” on their respective governmental entities. In the event either the school board or the county commission adopts a resolution finding their entities will experience an adverse effect, the City Council shall adopt an ordinance within 30 days of receiving said resolution from either governing body terminating the TIF district.

Provided that neither the school board nor the county commission finds an adverse effect of the proposed TIF district on their operations, the city will proceed to the development of the project plan. The project plan shall be delivered to the county commissioners and the school board. The project plan shall include:

1. A summary of the feasibility study done as defined in KSA 12-1770(a), and amendments thereto, which will be an open record.
2. A reference to the district plan established under KSA 12-1771 that identifies the development project are that is set forth in the project plan being considered.
3. A description and map of the development area.
4. The relocation assistance plan required by KSA 12-1777.
5. A detailed description of the buildings and facilities proposed to be constructed or improved in such area.
6. Any other information the City Council deems necessary to advise the public of the intent of the project plan.

The Bel Aire Planning Commission shall review the project plan to ensure it is consistent with the City's comprehensive plan. Provided the project plan is consistent with the City's comprehensive plan, the City Council shall adopt a resolution stating that the City is considering the adoption of the project plan. This resolution shall:

1. Notify the public that a public hearing will be held to consider the adoption of the project plan and fix the time and place of the hearing.
2. Describe the boundaries of the development district, the date of the district's establishment, and the project's boundaries.
3. State the project plan, including a summary of the feasibility study, relocation assistance plan, and financial guarantees of the developer and a description and map of the area to be developed are available for inspection during regular office hours at City Hall.
4. Notify, if necessary, that the City intends to issue debt backed by the full faith and credit of the City.

The City may choose to issue special obligation bonds to pay for the improvements in the district, pledging a variety of revenue sources authorized by KSA 12-1774(a)(1). If the City Council elects not to issue full faith and credit bonds to finance the improvements in the district and instead elects to issue special obligation bonds, then such special obligation bonds shall not be general obligations of the City and shall not, in any event, give rise to a charge against its general credit or taxing powers, or be payable out of any funds or properties, other than those so pledged.

The City may also issue industrial revenue bonds in accordance with 12-1740 et. seq. and amendments thereto, as well as the City of Bel Aire's Industrial Revenue Bond policy. IRB's may be used for the purchase, construction, reconstruction, equipping, maintenance and repair of buildings and facilities within a development district established under 12-1770 et. seq.

Following this second public hearing, the City Council may adopt the project plan by ordinance. A two-thirds supermajority vote is required under KSA 12-1772(e). The project must be completed within 20 years from the adoption of this project plan.

Once the project plan is adopted, the City may begin acquiring property and transfer, sell or lease this property to a developer in accordance with the development project plan and under such other conditions as may be agreed upon.

Development Agreement:

The development agreement will outline general obligations of the City and Developer in regards to TIF project and identify any additional requirements specific to the project. The agreement shall include:

1. Expiration term based on size and scope of the project, which may be extended by the City Council.
2. Shall be void if construction does not commence within one year of the City Council approval, unless extended by the Council
3. Developer shall provide shortfall guarantees that obligates the developer to make up the difference any year that a TIF revenue is not sufficient to pay bond obligations.
4. Developer will agree to not protest the value assessed by the County appraisal during life of the project unless actual values exceed 150% of the values projected in the TIF analysis.
5. City obligations are condition upon final approval of the TIF and other city funding.
6. Satisfactory evidence to the City that developer has secured the loan commitment and any other courses of financing
7. City satisfaction with costs associated with the project in accordance with City plans, drawings and specifications.

Periodic Reporting:

For the duration of construction and development period, a progress report shall be provided by the Developer, on a regular basis as determined by the size and scope of the project, giving a status on the project TIF plan and existing development to date.

Amendment of TIF:

For any amendments to the TIF project plan or related development agreement, the developer shall pay an amendment fee of \$2,500. The city will require a \$5,000 deposit well as to pay city costs related to the amendment. The deposit shall be applied toward staff time, expenses for any mailing or publications, internal legal counsel and third party consultants.

Waiver of Guidelines:

Should the Council determine the terms of these guidelines are inappropriate to evaluate a particular TIF application, it may, by a majority vote, waive the binding effect of one or more of these guidelines in regards to that application.

Adopted this _____ day of _____, 2022 by the Bel Aire City Council.

Attest:

Jim Benage, Mayor

Melissa Krehbiel, City Clerk

APPLICATION FOR TAX INCREMENT FINANCING

CITY OF BEL AIRE, KANSAS APPLICATION FOR TAX INCREMENT FINANCING FOR ECONOMIC DEVELOPMENT PURPOSES

The attached sheets, if any, are submitted as a part of this application.

Part I. Applicant Identification

Name of Applicant firm: _____

Contact Person (Name and Title): _____

Address: _____

Street or P.O. Box

City

State

Zip

Telephone Number: _____

Names and percent of ownership of all principal owners and officers of the Applicant

Firm: _____

If applicant is a tenant, identify property owner(s):

Name(s): _____

Mailing Address: _____

Street or P.O. Box

City

State

Zip

Telephone Number: _____

Part II. Property Identification

List only property for which will be include in the TIF district.

- _____ Land. Attach legal description of property and plat showing location of buildings, added improvements to buildings, or both.
- _____ Building(s). Attach description.
- _____ Added improvements to buildings. Attach description and estimated cost.
- _____ Tangible personal property. Attach list of each item with identifying nomenclature and cost. Proof of purchase after August 5, 1986 must be provided for each item on list.

Part III. Business Information

Type of business organization: _____
(i.e. corporation, subsidiary, partnership, sole proprietorship, etc.)

Date and place business organized or incorporated: _____

Name and parent company, if applicable: _____

Type of business: _____

Line or lines or products manufactured or research and development conducted, or goods or commodities stored in buildings, for which tax exemption is requested.

Percentage of building occupied by applicant business qualifying for tax abatement: ____%

List principal competition of the business within the City.

Name and location of firms: _____

Describe nature of competition: _____

Business is... (Please check one) ☐ New ☐ Existing

Part V. Description of Public Benefits

Please attach a narrative description, of not to exceed two pages of the public benefits which you believe will occur if the requested exemption is granted.

Part VI - Financial Responsibility

Attach a description of the businesses’ financial situation. This may include a financial statement, audit and other relevant information to assess the stability of the business. Indicate whether there is any pending or threatening litigation affecting the viability of the business.

Part VII. Certification of Applicant

I, _____, hereby certify that the foregoing attached information is true and correct to the best of my knowledge.

Further, it is understood that additional information may be requested by the City to assist the Governing Body in its consideration of this matter.

Date_____Signed _____

Name_____

Title_____

Part VIII. Acknowledgment of Receipt

Receipt of \$5,000.00 fee is hereby acknowledged:

Date: _____ City Manager:_____

PROJECT APPLICATION (CITY OF BEL AIRE, KS)

Name of Corporation/Partnership _____

Date of Request _____

Address _____

Primary Contact _____

Address _____

Phone _____ Fax _____ E-mail _____

A. APPLICANT INFORMATION

B. Name and addresses of all persons or corporations who would be obligated as either applicant or personal guarantors of subsidy:

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

C. Name and addresses of the principal officers and directors of the applicant:

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

D. Applicant's Attorney

Name _____

Phone Number _____

E. Applicant's Financial Advisor

Name _____

Phone Number _____

F. Applicant's Accountant

Name _____

Phone Number _____

G. Requested Subsidy:

Category:	Source/Type/Description:	Requested Amount
Tax Increment Financing		\$
Tax Abatement		\$
Industrial Revenue Bonds		\$
Other – Land Write-Down		\$
Other – Special Assessments		\$
Other – Public Improvements		\$
TOTAL REQUEST		\$

H. Complete Project Sources and Uses:**Sources:**

Private Bank Loan	\$
Private Equity	\$
State/Local Loan/Grant Funds	\$
Tax Increment/Tax Abatement	\$
Other (specify_____)	\$
Total Sources:	\$

Uses:

Land Acquisition	\$
Building Construction/Reconstruction	\$
Machinery/Equipment	\$
Site Improvements	\$
Installation of Public Utilities	\$
Parking Improvements	\$
Legal/Financial Costs	\$
Surveying/Platting/Permitting	\$
Other (specify_____)	\$
Total Uses:	\$

I. Use of Subsidy:

Amount requested for purchase of land:	\$
Amount requested for building:	\$
Amount requested for equipment:	\$
Amount requested for site improvements:	\$
Amount requested for public utilities:	\$
Working capital:	\$
Other (specify):_____	\$

TOTAL REQUEST \$ _____

J. Project Details:

1. Include the following project details on a separate sheet:

- # of housing units, type of housing units, size of housing units, etc
- breakdown of commercial square footage, i.e., office, retail, manufacturing, industrial, hospitality, entertainment, etc
- cost per square footage of construction of each type of housing unit and each type of commercial use
- commencement and completion for each project component, include site improvements and public infrastructure
- dates for sale or lease of units, occupancy start, and full occupancy, etc
- estimated appraised value of project when complete, separated by use
- describe how the property will be subdivided by uses
- estimated taxable sales per s.f. of retail, hospitality, etc.

2. Name and address of Contractor _____

Name and address of Architect: _____

3. What type of equipment will be financed, if any? _____

4. If the applicant will be in direct competition with local firms,

(a) name of firms: _____

(b) describe nature of the competition: _____

K. Project Operations:

1. Provide the following operating assumptions on a separate sheet:

- For property to be leased, provide the estimated lease rates by type, lease type, lease term, etc. (separate commercial uses from residential uses)
- For property to be sold, provide the estimated gross sales price (and per unit or per s.f. measure) and cost of sales (separate commercial from residential uses)
- Include detail of annual operating expenditures, separate commercial from residential uses
- Prepare pro-forma statements through ten (10) years of operation beginning from initial construction, including revenue projections, operating expense projections, and a debt amortization schedule. Include hypothetical sale in the 10th year.
- Prepare pro-forma statements with and without the requested subsidy

L. Subsidy Analysis:

1. Detail the need for the subsidy, the benefit to the applicant of the subsidy _____

2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet) _____

3. Has the applicant investigated conventional financing? What are the proposed terms? _____

M. Proposed Location/Timing of Construction:

1. Location of the project: _____

2. What percentage of the building will be occupied by the applicant? _____

3. Is the project properly zoned? _____

4. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application: _____

5. If unusual demands for water or sewer services or police or fire protection will be made, specify the demands: _____

N. Ownership and Management:

1. Describe the development company, ownership, affiliated/partner companies (identify membership entities):

2. What portion of the project is being financed from other affiliate or partner funds?

\$

Please Explain

3. Will portions of the project be sold to other entities? If so, please explain

4. Describe all threatened or pending/outstanding litigation and legal claims or regulatory issues:

Disclosure items:

Has the applicant or any affiliated party defaulted on a real estate obligation?

Has the applicant or any affiliated party declared bankruptcy?

Has the applicant or any affiliated party had judgments recorded against them?

If the answer is yes to any of the above, please explain.

O. Job Creation Detail:

Type of Job	No. of this Type	Average Annual Wage
Professional		
Technical		
Clerical		
General Labor		
Other: (specify_____)		
What is the total Annual Payroll?		

P. Financial Capacity:

1. Provide copies of applicant’s financial statements (balance sheets and income statements) for the past three years certified as correct by the owner or an authorized officer (or audited) and current (year to date)
2. Provide current (year to date) and three years historical financial statements (balance sheets and income statements) for the affiliated/partner entities, to demonstrate financial capacity
3. Provide last three years income tax returns for development principals, if applicable.
4. Audited financials are required, and if not available, provide an explanation.
5. Letter from the primary lender(s) stating the amount of conventional financing available for the project

Q. References and Relevant Experience:

1. Provide names and locations of recent comparable projects
2. Provide private, public, and non-profit sector references from comparable projects. Please include names of government contacts with which the developer worked, if applicable.
3. Include three relevant experiences.

I, _____, hereby certify that the foregoing attached information is true and correct to the best of my knowledge.

Further, it is understood that additional information may be requested by the City to assist the Governing Body in its consideration of this matter. A non-refundable application fee of \$5,000.00 will be paid upon submission of application.

Date_____Signed _____

Name

Title

Receipt is hereby acknowledged:

Date: _____

City Manager:_____

CITY OF BEL AIRE

COMPREHENSIVE ECONOMIC DEVELOPMENT POLICY

Adopted: November 2, 2009

Revised: July 16, 2012

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PURPOSE

The appropriate purpose and use of incentives is to broaden and diversify the tax base, create new job opportunities for the citizens of Bel Aire, and promote the economic growth and welfare of the City of Bel Aire. This policy is a statement establishing the procedures for granting of economic development incentives in accordance with the provisions of Section 13 of Article 12 of the Constitution of the State of Kansas and K.S.A. 79-251 and amendments thereto.

Any business, developer or entity wishing to utilize any type of economic assistance from the City of Bel Aire must complete a project application form included in this policy and pay the appropriate fee. The intent of the fee is to reimburse the City for consulting costs associated with evaluating the feasibility, types of incentives and benefits of the project for the City of Bel Aire.

The evaluation of economic development proposals shall be conducted with consideration given to state statute(s) governing the general use of public funds applicable to Bel Aire. Consideration will also be given to any statutory requirements or authority afforded the City to use specific economic development tools as outlined herein to facilitate economic development.

Depending on the size and scope of a specific project, Sedgwick County may be requested (or required by state law or otherwise) to take certain actions on City initiated economic development proposals. In these instances, businesses seeking assistance from both entities should expect to provide additional information for review by Sedgwick County. Lastly, it is the responsibility of the developer and/or business seeking economic development assistance to ensure the project for which they are seeking assistance conforms to all applicable planning and zoning requirements prior to the finalization and submission of the economic development application.

All economic development proposals will first be reviewed by the City Manager based on the information provided. The goal of protecting public funds shall be considered primary. This goal will be balanced with the City's objectives of retaining business, creating jobs, increasing the tax base, growing the population, and improving the general well-being of the citizens of Bel Aire. Provided these conditions are met, the City Manager will forward the request on to the City Council.

TYPES OF ECONOMIC DEVELOPMENT TOOLS AVAILABLE

Several economic development tools are available to Bel Aire. In addition, the state legislature may enact or authorize new tools which the City will evaluate and may utilize. Current assistance includes (authority cited in parentheses):

1. *Cash Incentives and Grant Programs (KSA 12-101);*
2. *Infrastructure development (KSA 12-6a01 et. seq.);*
3. *Tax exemptions and/or abatements (KSA 79-251, Kansas Constitution, Article 11 Section 13);*
4. *Community Development Districts (KSA 74-115 et seq.);*
5. *Transportation Development Districts (KSA 12-17,140 et seq.);*
6. *Tax Increment Finance Districts (KSA 12-1770 et. seq.)*
7. *Industrial Revenue Bonds (KSA 12-1740 et seq.);*

Additional details and guidance on the use of these tools follows. City staff will assist anyone interested in economic development in Bel Aire to understand the process and this policy. The City will develop an incentives package tailored to meet the needs of specific applicants.

BASIC ECONOMIC DEVELOPMENT REQUIREMENTS

To be eligible for any public incentives of any kind, a business must be engaged in one or more of the following activities:

- **Manufacturing:** Determined by the North American Industry Classification System (NAICS) and consistent with the stated policies concerning industrial restrictions within the commercial City limits of Bel Aire.
- **Service Sector:** Majority of revenues must be generated through transactions of service and must demonstrate revenue-generating potential from areas outside of Sedgwick County.
- **Research and Development:** The conducting of research, development, or testing for scientific, medical, food or industrial products.
- **Warehousing and Distribution:** Majority of goods stored/shipped must be destined for end users located outside of Sedgwick County.

- **Corporate Headquarters:** May include “back office” operations and customer service activities, but shall not include outbound call centers.
- **Transportation:** Freight or passenger transportation services. Majority of revenue must be derived from interstate commerce or travel.
- **Tourism:** Attractions and events to considered likely to attract at least 30% of attendees from outside of Sedgwick County.
- **Medical Services:** Regional medical centers and specialty hospitals considered likely to attract at least 30% of patients from outside of Sedgwick County.

The basic requirements for any economic development assistance request follows:

1. A demonstrated positive return on investment from the use of economic development assistance. All requests for local incentives will have an Economic Impact Analysis (EIA) and a Return on Investment (ROI) calculation prior to consideration. A designated agent of the City will conduct the analyses and any fees associated with this application are the responsibility of the applicant. Analyzing the EIA and ROI will include projections on job creation and wages paid, increases to the tax base, population growth, and improved quality of life to the citizens of Bel Aire.
2. The assistance shall not be deemed a “speculative use” of public funds. “Speculative use” shall be defined as any analysis requiring adjustments to estimates used to calculate a return on investment to encourage a positive recommendation by the City Manager to the City Council.
3. Any requests for assistance (from the City only) on projects within the corporate City limits of Bel Aire shall require approval by the City Council. Requests for assistance from the City and county within the City limits of Bel Aire (or any requests for assistance in the Bel Aire Growth Area) shall require approval by both governing bodies. Additionally, when requests are made to both governing bodies, all application materials provided to Bel Aire and analyses performed by the City for consideration of an economic development request shall also be provided to Sedgwick County.
4. Any request for the use of a specific tool listed previously shall also conform to that tool’s specific policy requirements listed below. Furthermore, the City may require the applicant to reimburse the City for any expenses incurred as a result of the application. The amount reimbursed shall be for actual expenses incurred by the City. These expense reimbursements are considered in addition to any fees that may be required by the following economic development programs and are subject to statutory limitations of the tools selected.

All economic incentives will be formalized, in a written agreement, between the City of Bel Aire and the recipient company. The recipient company will be required to meet all the performance criteria associated with the respective incentive.

The City of Bel Aire reserves the right to audit a company to assure compliance with the Economic Development Incentive Agreement. The City Council may discontinue any ongoing incentives and require the incentives already received to be repaid in full or in part, as set forth in the Economic Development Incentives Agreement, if agreed upon performance criteria are not met.

POLICY ON CASH INCENTIVES AND GRANT PROGRAMS

Bel Aire will not provide unrestricted cash incentives for any business to locate within the City. Furthermore, the City will not provide cash incentives to perform feasibility studies for proposed projects. These are deemed improper uses of tax dollars by the City Council and any request for such cash assistance will be rejected.

The City will consider submitting or endorsing an application to any federal or state grant program for which a request for assistance is eligible. The applicant will be required to submit all information under the relevant grant program and meet all of the requirements of the respective grant program in the event the application for grant assistance is successful. The business will be responsible for providing information that is accurate and truthful and shall be fully responsible and liable in all regards to the grant program that is providing the business with assistance.

Additionally, the City may consider the use of a “Conditional Economic Development Reimbursement Agreement.” A reimbursement agreement allows the City to pledge a prospective business’ City property tax payments to be returned to the taxpayer in return for certain conditions being met by the business. The business, upon providing evidence verified by the City Clerk that the conditions set forth in the contract have been met (i.e. number of jobs pledged are in fact created and at wages provided for in the contract) and upon providing a copy of its paid property tax receipt from the County Treasurer’s office, will receive a reimbursement from the City for the City’s portion of the property taxes. The amount of eligibility for a reimbursement agreement will vary based on the pledges made by the business and its ability to fulfill the City’s economic development goals.

POLICY ON INFRASTRUCTURE DEVELOPMENT

Bel Aire may facilitate, when appropriate and or petitioned, the development of public infrastructures within the corporate limits of the City. Whenever the total costs of the public infrastructure can be tied to a fixed and known group of benefiting properties, special assessments may be levied and placed on the tax rolls for those properties.

Infrastructure shall mean for the purposes of this policy: streets, sidewalks, sewers and sewer systems, water production and distribution systems, and storm drainage and control systems.

Expenses that may be assessed to benefiting properties under this policy include the cost to prepare preliminary and final engineering plans/specifications, easement and right of way acquisition, supervision/inspection of the project, actual construction costs, and any administrative or finance costs the City shall incur as a result of the project, as permitted by law. Construction costs for improvements designed and constructed under this policy shall also include an administrative fee paid to the City in an amount equal to 5% of the special assessment bond principal issued.

Assurances are to be considered provided whenever the City has been furnished a financial guarantee (irrevocable letter of credit, corporate completion bond, cashiers 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 a form approved by the City, and name the City of Bel Aire as beneficiary. The assurance 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 an amount equal to 35% of these same costs. Provided there are no delinquent taxes owed by the developer, the financial guarantee will be released upon request of the developer when certificates of occupancy are issued for at least 35% of the development that received improvements.

Should special assessments on all or a portion of the properties not be paid, the financial guarantee will be applied to the annual certification of special assessments to the Sedgwick County Clerk to satisfy the cost of public improvements of such properties.

Any developer with delinquent special assessments on existing development will not be considered for a new development under this policy. All developers filing an application under this policy will be required to certify, under oath, that no person having a financial interest in the lands in the benefit district is delinquent in special assessments for any city special assessment project within or outside the city. In addition, all developers must provide a list of all properties in which they hold a substantial ownership interest.

The City Council may waive or alter certain portions of this policy for special assessments issued to finance improvements to new infrastructures within the corporate City limits of Bel Aire at the request of the benefiting property owners. However, a substantial public benefit must be identified to waive or alter the policy.

POLICY ON TAX EXEMPTIONS AND/OR ABATEMENTS

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3. Legal Authority

4. General Procedure

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6. Jurisdiction

7. Nominal Tax Determination

8. Minimum Payment in Lieu of Taxes

9. Special Assessments

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11. Application of “But For” Principle

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22. Annual Renewal Subject to Review

23. Transfer of Ownership or Use

24. Distribution of Revenue

25. Exemption Ordinance

26. Exemption Forms

27. Waiver of Statement Requirements

28. Definitions

Section 1. Purpose. The purpose of this statement is to establish the official policy and procedures of the City of Bel Aire, for the granting of property tax exemptions and tax incentives for real and personal property used for economic development purposes.

Section 2. General Objective. The securing of private economic growth and development and the addition of new jobs within the community are important current and long-term objectives of this City. The granting of property tax exemptions and tax incentives is one of the tools available under Kansas law to help secure these public objectives. This statement is intended to establish the procedure and policy standards to govern the fair, effective, and judicious use of the power to grant such exemptions and tax incentives in this City.

Section 3. Legal Authority. The governing bodies of Kansas counties and cities may exempt certain property used for economic development purposes from taxes for a maximum of 10 years, in accordance with the provisions of Section 13 of Article 11 of the Kansas Constitution, subject to the requirements of KSA 79-251 et. seq. This authority is discretionary with the City, and the City may provide for tax exemptions-incentives in an amount and for purposes more restrictive than that authorized by the Constitution or state laws. Pursuant to its home rule powers, the City may (1) require the owners of any property for which an exemption is requested to provide certain information, (2) condition the granting of an exemption to an agreement providing for the payment of in lieu charges or taxes under the provisions of KSA 12-147 and 12-148, and (3) require the payment of initial application and annual renewal fees reasonably necessary to cover the costs of administration.

Section 4. General Procedure. The following basic procedure shall govern the issuance of tax exemptions-incentives within this City:

1. The applicant business shall apply for a tax exemption-incentive by filing a written application as provided in this policy.

2. If the City determines the requested tax exemption-incentive (a) may be lawfully granted,

and (b) the initial request is worthy of further consideration, the City shall prepare a cost-benefit analysis report of the requested tax exemption-incentive as provided in Section 12.

3. The City shall then determine whether the proposed tax exemption-incentive should be granted, following public hearing after the required notice.
4. If it is determined that some tax exemption-incentive should be granted, a maximum of 100% exemption of that property of the business legally eligible for exemption may be provided, but may be subject to an agreement of the business to make an in lieu tax payment as may be required by the City. The City reserves the right to set the tax exemption at a rate less than 100% and for a timeframe of less than 10 years.
5. The amount of the tax incentive, which will be an amount less than the taxes otherwise payable if the property were not exempt, will then be determined in accordance with this Statement.
6. Upon the failure of the business to fully and timely pay the in lieu tax payments, as may be required as a condition of the granting of an exemption, or to provide reports or other information requested by the City and reasonably necessary for the implementation of this policy, the City may either deny, revoke, or not renew the authorization of such an exemption. All requests for a tax exemption-incentive for economic development purposes shall be considered and acted upon in accordance with this Statement.

Section 5. “Tax Incentive” Defined. Various words and terms used in this statement are defined in Section 28. The terms “tax incentive” or “tax exemption-incentive” shall both mean the difference between the amount of ad valorem property taxes the affected business would pay if there were no City-granted exemption and the amount required to be paid as in lieu taxes or charges. For example, if the taxes required with no exemption were \$5,000, and the required in lieu payments were \$3,000, the “tax incentive” or “tax exemption-incentive” would be \$2,000.

Section 6. Jurisdiction. The City shall grant tax exemptions-incentives only for property located within the City.

Section 7. Nominal Tax Determination. All tangible property of a business receiving a tax exemption-incentive under this Statement shall be annually assessed by the county appraiser in the same manner as if it were not exempt, but the amount thereof shall not be placed on the assessment rolls. The amount of the property taxes which would be payable shall also be determined annually by the County Clerk and Treasurer, in the same manner as if the property were not exempt, but such shall not be placed on the tax rolls. Separate assessment and tax calculations shall be made for the land, for the improvements thereon, and for any taxable tangible personal property associated therewith, of the exempt business. The appropriate county officers are requested to provide the City with this information as early as possible, but not later than November 15 of each year.

Section 8. Minimum Payment in Lieu of Taxes (PILOTs). Except for property located within a Premium Zone, any applicant receiving a tax exemption-incentive pursuant to this statement shall be required to make a minimum payment in lieu of taxes which equals the amount of property tax which was paid or was payable for the most recent year on the appraised valuation of the real estate, including either buildings together with land or land only, prior to the

construction of new buildings or added improvements to buildings on such property or prior to the acquisition of the property by the new business.

The purpose of requiring this minimum in lieu tax payment is to ensure that the City, county, school district and any other taxing jurisdictions affected by the exemption will not receive less tax revenue from the exempted property than was received prior to the exemption. For extraordinary reasons, such as when vacant buildings are acquired for a new business or when the market value of the property decreases, this requirement may be waived in part or in whole by the governing body, as provided in Section 27.

Section 9. Special Assessments. Any tax exemption granted for real property under this statement shall not affect the liability of such property for any special assessments levied or to be levied against such property.

Section 10. Pirating. It shall be the policy of the City to discourage applications for tax exemptions-incentives, or to grant such tax incentives, which deliberately encourage and cause the pirating of business from another Kansas community to this community, or from this community to another Kansas community. It is the intent of the City to avoid participation in “bidding wars” between cities or areas competing for the location of new businesses or expansion of existing businesses through attempts to offer the largest tax incentive or other public inducement, which is detrimental to the state’s economy and the public interest. As provided in KSA 1991 Supp. 79-252, the City shall not exempt any tangible personal property of a business if such property is currently subject to ad valorem taxation within the State of Kansas or has been exempted from taxation pursuant to section 13 of article 11 of the Kansas Constitution, except if the governing body makes a factual determination that such an exemption is required to retain jobs in the state of Kansas, an exemption may be granted for such tangible personal property.

Section 11. Application of “But-For” Principle. Any tax exemption-incentive granted by the City shall be subject to the “but-for” principle, i.e., the tax incentive must make such a difference in determining the establishment of expansion of the business that the business would not otherwise be established or expanded in the City but for the availability of the tax incentive. It is the policy of the City Council that private businesses should not be subsidized with public funds, the indirect consequence of tax exemptions-incentives, unless some public good results and the public subsidization can reasonably be expected to make a significant difference in achieving economic growth and development and the creation of new jobs within the City.

Section 12. Analysis of Costs and Benefits. The City will consider granting tax exemptions-incentives only upon a clear and factual showing of direct economic benefit to the City through advancement of its economic development goals, including the creation of additional jobs and the stimulation of additional private investment. Before a tax exemption-incentive is granted to an application, a cost-benefit analysis report which shall examine the costs and benefits to the public of the proposed tax exemption-incentive will be required. Analysis will be completed by a designated agent of the City and all associated costs will be the responsibility of the applicant. The cost-benefit analysis report shall consider but not be limited to the following factors, as applicable:

- (a) The appraised valuation of the property in relation to the economic benefit to the City of increased employment.
- (b) The gain in tax revenue which may result from the new or expanded business, including the increase in the property tax base upon the expiration of the exemption.
- (c) The contribution that the new or expanded business will make towards increased employment and earnings within the community.
- (d) The number of new jobs created directly by the business in relations to the amount of tax incentives granted.
- (e) The kinds of jobs created in relation to the type of skills available from the local labor market.
- (f) The utilization by the business of labor skills and abilities of unemployed persons in the community.
- (g) The degree to which the business improves the diversification of the economy of the City and its environs.
- (h) The degree to which the ultimate market for the manufactured products is outside the community, recognizing that outside markets bring in “new money” to the local economy.
- (i) The potential of the business for future expansion and additional job creation.
- (j) The beneficial impacts the business may have by creating other new jobs and businesses, including the utilization of local products or other materials and substances in manufacturing.
- (k) The beneficial economic impact the business will have on a particular area of the City, including designated enterprise zones and areas of needed revitalization or redevelopment.
- (l) The compatibility of the location of the business with land use and development plans of the City and the availability of the existing infrastructure facilities and essential public services.
- (m) The extent to which additional direct or indirect public costs to the City and to other local units would be necessary, such as the cost of the extension of public facilities.
- (n) The extent to which the economic and employment benefits of the tax incentive accrue to the residents and taxpayers of those taxing subdivisions which indirectly “subsidize” the business as a result of the forgone tax revenue.

Section 13. No Exemptions. (1) No tax exemption shall be granted if the exemption would create, in the judgment of the City Council, an unfair advantage for one business over another competing business within the City. (2) No tax exemption shall be granted to any business which commenced operations prior to August 5, 1986, nor for the expansion of a business unless such expansion created new employment.

Section 14. Amount of Tax Incentives. The two primary objectives of the City in granting tax exemptions for economic development are to (1) provide needed jobs, and (2) expand the economic and tax base of the City. Property taxes may be abated for new improvements to real property and for newly acquired items of personal property used by an eligible business in connection with an expansion or relocation of the business’ operations in Bel Aire. Land and existing building are not generally eligible for property tax abatement. Existing buildings within the City of Bel Aire will only be considered for tax abatement if the building has been vacant for

at least three years and is acquired by a party not related to the previous owner. Motor vehicles are not eligible for property tax abatement under this definition.

An initial maximum term of ten (10) years can be granted subject to review and approval of the City Council. Recommended percentages of property tax abatements shall be based on new job creation and capital investment by the eligible business. A sliding scale percentage system shall be used to determine abatement. Detailed scales are found in Section 29.

Section 15. Application Required. The City will not consider the granting of any tax exemption-incentive unless the business submits a full and complete application and provides such additional information as may be requested by the City Council. The application is included in this policy, upon completion, will provide the City Council with adequate and sufficient information to determine whether a tax incentive should be granted and the amount thereof. The accuracy of the information provided in the application shall be verified by the applicant. Any misstatement of or error in fact may render the application null and void and may be cause for the repeal of any ordinance adopted in reliance on said information.

Section 16. Application and Renewal Fees. Any business requesting a tax exemption pursuant to this statement shall pay to the City an application fee of \$1,000, which shall include a non-refundable fee of \$500 to cover administrative costs of the City and \$500 which will be applied to professional fees incurred on behalf of the City in processing this application, including a cost-benefit analysis. The fee shall be submitted at the same time the application form required by Section 15 is submitted. In addition, any business which has been granted a tax exemption shall pay an annual, non-refundable renewal fee in the amount of \$300.

Section 17. Initial Review Procedure. On receipt of the completed application form and the required fee, the City Manager shall determine (a) whether the application is complete and sufficient for review, and (b) whether the applicant business is eligible for an exemption under the Kansas Constitution, this statement, and any other applicable laws. If the application is incomplete, the City Manager shall immediately notify the applicant, noting the need for such changes or additions as deemed necessary. If questions arise as to whether the business is legally eligible for an exemption, the matter shall be referred to the City Attorney, who shall consult with the applicant business. If the application is found complete, and is for a purpose which appears to be authorized by law, the City Manager shall so notify the Administrative Review Committee.

Section 18. Administrative Review Committee. There is hereby created an Administrative Review Committee (ARC), which shall be composed of the mayor or other member of the City Council designated by the Mayor, who shall serve as chairman; the Assistant City Manager/Finance Director; and the City Manager. The ARC shall meet on call of the chairman. The purpose of the ARC shall be to receive and review requests and applications for tax exemptions-incentives, to gather and review such additional information as may be deemed necessary, to prepare or cause to be prepared a cost-benefit analysis report, to conduct preliminary negotiations with the applicant business, and to make such recommendations as deemed advisable to the City Council. The ARC records, including applications for tax exemptions, may be withheld from public disclosure under the Kansas Open Records Act as

provided for under subsections (20) and (31) and other subsections of KSA Supp. 45-221, but shall be available for public inspection when otherwise required by law. The committee is authorized to issue administrative letters of intent when requested by the applicant upon a finding that the public interest requires confidentiality in order to successfully negotiate the location of the prospective business within the City or the expansion of an existing business. Such administrative letters of intent shall not be binding on the City Council, and shall be superseded by any final action by the City Council or by any letter of intent issued by the City Council under Section 21.

Section 19. Initial Governing Body Action. Upon receiving the recommendations of the ARC, the City Council shall first determine whether to reject the requested exemption or to further consider the request. Upon a favorable vote for further consideration, the City Council shall either (1) issue a letter of intent as provided by Section 21, or (2) schedule a public hearing to consider granting a tax exemption-incentive.

Section 20. Notice and Hearing. No tax exemption shall be granted by the City prior to notice and a public hearing as required by KSA 1991 Supp. 79-251. Notice of the public hearing shall be published at least seven days prior to the hearing in the official City newspaper, giving the purpose, time and place, and the hearing may be held at a regular or special meeting of the City Council. The City Clerk shall thereupon notify in writing the Board of County Commissioners, the appropriate school district, and the clerk of any other taxing jurisdiction, excluding the state, which derives or could derive property taxes from the affected business, advising them of the scheduled public hearing and inviting their review and comment. Upon request, the City Clerk shall provide such public agency with a copy of the application. The applicant business shall be invited, but not required, to attend the public hearing.

Section 21. Letters of Intent. Upon receiving the recommendations of the ARC, the City Council may issue a letter of intent, setting for in general terms its proposed plans for granting a tax exemption-incentive and any conditions thereto. Such letters of intent shall be issued only with the approval of the City Council, and as an expression of good faith intent, but shall not in any way bind the City to the granting of an exemption-incentive. Such letters of intent shall expire six months after issuance, but may be renewed. A public hearing shall not be required prior to the issuance of letters of intent. No elected or appointed officer, employee or committee of the City, and no chamber of commerce, board, development council or other public or private body or individual, shall be authorized to speak for and commit the City Council to the granting of a tax exemption-incentive. Letters of intent issued by the City Council shall supersede any letters issued by the ARC.

Section 22. Annual Renewal Subject to Review. The extent and term of any tax exemption-incentive granted shall be subject to annual review by the City Council to ensure that the ownership and use of the property and any other qualifying criteria of the business for the tax exemption-incentive continue to exist. The review shall be completed by not later than February 1 of each year. The City shall require an annual renewal application to be filed by the business. The annual renewal application shall include information from the business indicating compliance with any terms or conditions established by the City Council for the granting of the exemption, such as number, quality of jobs created, etc. Upon a finding that the property

continues to meet all the terms and conditions established as a condition of granting the exemption, the City Clerk shall so certify to the owner for submission to the assessing officer, as provided by KSA 79-210a.

Section 23. Transfer of Ownership or Use. No exemption or tax incentives granted by the City shall be transferred as a result of a change in the majority ownership of the business. Any new owner shall file a new application for tax exemption-incentive. Further, the City shall be notified by the business of any substantive change in the use of tax exempt property (see Section 26).

Section 24. Distribution of Revenue. The granting of tax exemptions-incentives by the City is hereby declared to be a contract under the provisions of KSA 12-147. The in lieu of taxes payment which may be required of a business granted a tax exemption under this statement shall be paid to the County Treasurer, with notice of the amount and date paid provided to the City. The County Treasurer is directed to apportion the payment, under the provisions of subsection (3) of KSA 12-148, to the general fund of all taxing subdivisions, excluding the state, which levy taxes on property where the business is situated. The apportionment shall be based on the relative amount of taxes levied, for any and all purposes, by each of the applicable taxing subdivisions.

Section 25. Origination Fee. The applicant shall pay to the City an origination fee in an amount equal to 6% of the value of property to be abated. If the applicant is locating within a designated “Premium Zone”, the City may lower the origination fee at their discretion down to 2.5%.

As authorized by K.S.A. 12-1742, origination fees collected by the City shall be used by the City for the purpose of promoting and furthering local economic development activities.

The fee is due and payable at the time of industrial revenue bonds being issued. The City will, upon the request of the applicant, will allow the applicant to pay the origination fee over a ten-year period of time. The fee shall be treated as a loan, amortized at the rate of 5%, and paid in 20 equal installments due on the first day of January and June of each year.

Section 25. Exemption Ordinance. The City Clerk shall provide a copy of the ordinance, as published in the official City newspaper, granting an exemption from taxation to the applicant for use in filing an initial request for tax exemption as required by KSA 79-213, and by KSA 79-210 for subsequent years.

Section 26. Exemption Forms. A copy of the exemption applications required by KSA 79-213 and by 79-210, and the statement required by KSA 79-214 for the cessation of an exempt use of property, shall be filed with the City Clerk by the property owner.

Section 27. Waiver of Statement Requirements. The City Council reserves the right to grant or not to grant a tax exemption-incentive under the circumstances beyond the scope of this statement, or to waive any procedural requirement. However, no such action or waiver shall be taken or made except upon a finding by the City Council that a compelling or imperative reason

or emergency exists, and that such action or waiver is found and declared to be in the public interest. The City Council shall not waive any procedural requirements required by state law.

Section 28. Definitions. For the purposes of this statement, in application to this City, the words or phrases as used in either the Constitution, applicable state law, or this statement shall have meaning or be construed as follows:

- (a) “Applicant” shall mean and include the business, property owner or owners, and their officers, employees, and agents.
- (b) “Associated therewith” as used with respect to tangible personal property shall mean being located within, upon or adjacent to buildings or added improvements to buildings.
- (c) “Commenced operations” shall mean the start of the business activity housed in the building for which a tax exemption-incentive is requested.
- (d) “Economic development purposes” shall mean the establishment of a new business or the expansion of an existing business, engage in manufacturing articles of commerce, conducting research and development, or storing goods or commodities which are sold or traded in interstate commerce, which results in additional employment.
- (e) “Expansion” shall mean the enlargement of a building or buildings, construction of a new building, the addition of tangible personal property, or an combination thereof, which increases the employment capaCity of a business eligible for a tax exemption-incentive and which results in the creation of new employment.
- (f) “Manufacturing articles of commerce” shall mean a business engaged in the mechanical or chemical transformation of materials or substances into new products, as defined in the North American Industry Classification System (NAICS) Manual.
- (g) “Premium Zone” shall mean an area within the City, where the Council has selected as a special development area and wishes to give a premium incentive treatment to a company locating within. A Premium Zone selection must be determined by separate action of the governing body.
- (h) “Research and development” shall mean the application of science or technology to the improvement of either the process of manufacturing or manufactured products or both.
- (i) “Storing goods or commodities which are sold or traded in interstate commerce” shall refer to the business or storing property which may be exempt from ad valorem taxation under the provisions of KSA 79-201f.
- (j) “Tangible personal property” shall mean machinery and equipment used during the term of the tax exemption which may be granted.
- (k) “Tax incentive” or “tax exemption-incentive”, see Section 5.

Section 29. Sliding Scale for Tax Abatements. New job creation will be based on Full-time Equivalent (FTE) jobs based on 2080 hours per year. New job numbers will be adjusted by a factor based on the relationship between wages paid for the new jobs and the average wage for all jobs in the Wichita MSA. For example, if the area average wage is \$40,000 and the average wage for the created jobs is \$50,000, the factor for adjustment of FTEs would be 125%. If 60 FTEs are created at \$50,000, a total adjusted total of 75 FTEs would be used to compute tax abatement levels.

3% PER NEW JOB: 1-5					
New Jobs (#)	1	2	3	4	5
Exemption (%)	3%	6%	9%	12%	15%

2% PER NEW JOB: 6-10					
New Jobs (#)	6	7	8	9	10
Exemption (%)	17%	19%	21%	23%	25%

1.5% PER NEW JOB: 11-20										
New Jobs (#)	11	12	13	14	15	16	17	18	19	20
Exemption (%)	26.5%	28%	29.5%	31%	32.5%	34%	35.5%	37%	38%	40%

1% PER NEW JOB: 21-50							
New Jobs (#)	21	25	30	35	40	45	50
Exemption (%)	41%	45%	50%	55%	60%	65%	50%

.6% PER NEW JOB ABOVE 50					
New Jobs (#)	60	70	80	90	100
Exemption (%)	75%	82%	88%	94%	100%

Property tax abatements may also be granted for capital investment. Property tax abatement may be recommended for private investment in plant and equipment in \$50,000 increments. A sliding scale system will be utilized, reducing the percentage of abatement per \$50,000 at set benchmarks.

1% PER EACH \$50,000 INVESTED BETWEEN \$50,000 - \$500,000										
Expenditure (\$1,000s)	50	100	150	200	250	300	350	400	450	500
Exemption (%)	1	2	3	4	5	6	7	8	9	10

.75% PER EACH \$50,000 INVESTED BETWEEN \$550,000 - \$1,000,000											
Expenditure (\$1,000s)	550	600	650	700	750	800	850	900	950	1000	
Exemption (%)	10.75	11.5	12.25	13	13.75	14.5	15.25	16	16.75	17.5	

.5% PER EACH \$50,000 INVESTED BETWEEN \$1,000,000 - \$2,000,000											
Expenditure (\$1,000s)	1050	1200	1300	1400	1500	1600	1700	1800	1900	2000	
Exemption (%)	18	19.5	20.5	21.5	22.5	23.5	24.5	25.5	26.5	27.5	

.25% PER EACH \$50,000 INVESTED BETWEEN \$2,000,000 - \$5,000,000											
Expenditure (\$1,000s)	2100	2200	2400	2600	2800	3000	3500	4000	4500	5000	
Exemption (%)	28	28.5	29.5	30.5	31.5	32.5	35	37.5	40	42.5	

.1% PER EACH \$50,000 INVESTED ABOVE \$5,000,000									
Expenditure (\$1,000s)	10000	15000	20000	25000	30000	33500	40000	50000	
Exemption (%)	52.5	62.5	72.5	82.5	92.5	100	100	100	

Location premiums shall also be available to businesses who locate and/or expand within special development areas of the City. To foster such action, businesses may receive additional recommended tax abatement equal to **20%** (up to 100% abatement) for locating in premium zones. Discretion on premium zone selection remains with the City Council and must be determined by separate action of the governing body.

As part of the tax abatement agreement, the City Council may wish to use a sliding scale percentage of abatement. The City reserves the right to use whatever scale it deems appropriate to the development situation, but will generally follow the below schedule:

SLIDING SCALE OF ABATEMENT BY PERCENTAGE										
Year	1	2	3	4	5	6	7	8	9	10
Exemption (%)	100	90	80	70	60	50	40	30	20	10

POLICY ON TRANSPORTATION DEVELOPMENT DISTRICTS

A transportation development district (TDD, cited KSA 12-17,140 through 12-17,149) may be formed by the City Council for the purpose of constructing public infrastructure. The monies used to pay for this infrastructure are generated from a transportation development district sales tax which is in addition to any sales taxes authorized under KSA 12-187 through 12-197. Bonds issued in accordance with the TDD statutes are not general obligations of the City.

The City Council may establish a transportation development district (TDD) upon the receipt of a petition containing information on:

1. The general nature of the proposed project;
2. The maximum cost of the project;
3. The proposed method of financing the project;
4. The proposed amount and method of assessment;
5. The proposed amount of TDD sales tax;
6. A map or boundary description of the proposed district.
7. The legal description of the boundaries of the proposed district; and
8. A statement acknowledging that (1) The names of the signers may not be withdrawn from the petitions by the signers thereof after the City Council commences consideration of the petitions or later than seven days after the filing of such petition with the clerk of the City, whichever occurs first; and (2) the signers consent to any assessments to the extent described therein without regard to benefits conferred by the project.

All costs associated with the development and submission of a CID application and petition shall be borne by the petitioners.

This petition shall be signed by the owners of all of the land within the proposed district. Upon the receipt of this petition, the City Manager will review the proposal in its entirety to ensure that the proposal is fiscally sound and meets all public infrastructure standards. Staff will then provide its recommendation to the City Council which shall approve or deny the proposal.

Prior to consideration by the City Council, parties intending to request the creation of a TDD must submit a draft version of the intended petition to the City Manager and any other City Staff designated by the City Manager. Such draft petition need not be signed by any landowners within the proposed district until such time as it is formally submitted for consideration by the City Council. Within ten (10) days after the submission of any such draft petition, the City Manager and other City Staff designated by the City Manager shall hold a pre-petition meeting with the party submitting such petition to evaluate the sufficiency thereof and gather information needed to determine the eligibility of the project.

TDD projects financed with special obligation bonds will not be approved without a financial analysis that demonstrates that the project would not otherwise be possible without the use of TDD funding (“gap” analysis). TDD projects financed on a “pay-as-you-go” basis do not require a “gap” analysis. Any applicant requesting use of special obligation bonds will be required to provide, in addition to all other documents requested by City Staff, pro forma cash flow analyses and sources and uses of funds in sufficient detail to demonstrate that reasonably available conventional debt and equity financing sources will not fund the entire cost of the project and still provide the applicant a reasonable market rate of return on investment. “Gap” financing, including TDD and any other public financing, should not exceed 30% of the total project cost.

All TDD petitioners and their project partners are required to consent to background checks as part of their submittal of a petition. Petitioners and project partners are required to pay all costs associated with and to furnish City Staff the personal and business information needed to carry out such background checks. Such information will be treated as confidential information to the maximum extent permitted under state and federal law.

TDD funds may not be used to pay development fees. Project management fees may be financed through TDD revenues only if the need for such financing is established through analysis of financial information showing that private funding is not available to pay such costs based on a market rate of return on investment. If allowed, project management fees paid through TDD revenues must be documented as actual costs incurred.

In addition to any other TDD application and petition costs, the City shall be paid a non-refundable application fee of \$5,000 with the formal submittal of any TDD petition. For any approved TDD, the City shall be paid an on-going administrative service fee in an amount equal to 5% of the total TDD revenues received by the City.

All property improvements commenced under an approved TDD shall be subject to City regulations, standards, and policies, including, but not limited to: zoning and subdivision regulations, building codes, the City code, and any applicable design guidelines currently in place or hereafter approved. In addition, project plans and renderings shall be reviewed by the

City Inspector and any suggestions provided thereby shall be incorporated into the design of the project unless expressly overruled by the City Manager.

Developer will provide a certified annual accounting to the City on the amount and use of TDD funds used to pay TDD costs. City reserves the right to audit the use of TDD financing at its discretion and expense.

Subject to provisions contained in development agreements, the City shall take appropriate action to terminate TDDs when all eligible project costs have been fully paid, including the principal and interest on any special obligation TDD bonds, or, in the case of pay-as-you-go projects, the maximum TDD funding amount provided in the petition.

Should the City Council determine the terms of this policy inappropriate to evaluate a particular TDD application, it may, by majority vote, waive the binding effect of this policy in regard to that application.

POLICY ON COMMUNITY IMPROVEMENT DISTRICTS

In 2009, the Kansas Legislature enacted the Community Improvement District Act (the “CID Act”), pursuant to which municipalities may create districts in which certain special taxes imposed and the revenue used to fund certain public and private improvements and the payment of certain ongoing operating costs within the geographic bounds of the specified district. The creation of a Community Improvement District (“CID”) is a particularly useful tool of economic development in that it can help facilitate beneficial private development and redevelopment without negatively impacting the tax base of the approving municipality. It is the policy of the City of Bel Aire to utilize the provisions of the CID Act to assist private developers by providing financing for commercial, industrial and mixed-use projects that meet the local eligibility criteria outlined below, subject to certain special local policy limitations outlined below. A CID can exist for a maximum of 22 years.

Purpose and Background

Local Eligibility Criteria

It shall be the policy of the City to create a CID if, in the opinion of the City Council, the petition satisfies all statutory requirements of the CID Act and if creation of such CID would meet with the following criteria:

1. The CID will attract development which would enhance the economic climate of the City or otherwise benefit the City or its residents.
2. The CID will result in the construction or rehabilitation of public or private property improvements and infrastructure, or the provision of ongoing services, that would otherwise not be financially feasible.
3. The CID will promote development, redevelopment or rejuvenation of properties within the City which would otherwise be unlikely to happen.

4. The CID will be used to assist the development, redevelopment or rejuvenation of commercial, industrial and mixed-use projects.
5. The CID will not be used for projects that are incompatible or inconsistent with established local nuisance regulation, applicable land use regulations and the overall character of development in the surrounding area.

CID Petition Process

A CID is formed by petition of the landowners within the proposed CID. A CID petition must contain:

1. The general nature of the proposed project;
2. The estimated cost of the proposed project;
3. The proposed method of financing the project including, if applicable, the issuance of full faith and credit bonds;
4. The proposed amount and method of assessment, if any;
5. The proposed amount of CID sales tax, if any;
6. A map of the proposed district;
7. The legal description of the boundaries of the proposed district; and
8. A statement acknowledging that (1) The names of the signers may not be withdrawn from the petitions by the signers thereof after the City Council commences consideration of the petitions or later than seven days after the filing of such petition with the clerk of the City, whichever occurs first; and (2) the signers consent to any assessments to the extent described therein without regard to benefits conferred by the project.

All costs associated with the development and submission of a CID application and petition shall be borne by the petitioners.

Sources of Funding for CID Improvements

Petitioners seeking to form a CID may request to draw upon one of the following two revenue sources, or a combination of both, to fund eligible improvements:

1. Special property tax assessments on the property within the district AND/OR
2. A special sales tax of up to 2% on all taxable sales within the district.

Upon the creation of a CID by the City Council, revenue generated by these sources is available to pay for eligible improvements and costs. This can occur in one of two ways: a bond issuance or a pay-as-you-go dedicated account.

- **Bond Issuance** – In cases in which a bond issuance is requested, City staff will work with the landowners within the CID to calculate how much revenue will be raised from the CID revenues (the special assessments and/or special sales taxes levied within the CID) and the principal amount of bonds that can be issued based on the CID revenue stream and a minimum 1.2 debt service coverage ratio. To assist in this process, petitioners will be required to submit all documents requested by City staff relating to the proposed project, which shall include an acceptable cost-benefit analysis of the project. Prior to approval, petitioners may be required by the City to enter into a Development Agreement with the City. While the CID Act permits the issuance of either full-faith and credit general obligation bonds or special obligation bonds, payable solely from the CID

revenue, it is the policy of the City of Bel Aire to issue only special obligation CID bonds.

- **Pay-As-You-Go Account** – As an alternative to a bond issuance, the landowners within the CID may request the establishment of a pay-as-you-go account. This account will be a dedicated account into which the CID revenues will be deposited and will be available to be used as funds accrue to pay eligible costs. Funds used to pay eligible CID costs, whether from bond proceeds or a pay-as-you-go account, will be held by the City or a third-party trustee, and disbursed to pay actual costs pursuant to a Development Agreement. Preference will be given to projects that use pay-as-you-go financing.

Eligible CID Costs

The CID Act provides an exclusive list of eligible improvements and costs that may be paid for with CID funding. CID funds may be used to acquire, plan, design, engineer, improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, furnish, equip, extend or finance:

1. Buildings, structures, and facilities;
2. Site improvements, including without limit sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, and water mains and extensions;
3. Parking garages;
4. Streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers;
5. Parks, lawns, trees and other landscaping;
6. Communication and information booths, bus stops and other shelters, stations, terminals, hangars, rest rooms and kiosks;
7. Paintings, murals, display cases sculptures, fountains and other cultural amenities;
8. Airports, railroads, light rail and other mass transit facilities; and
9. Lakes, dams, docks, wharfs, lakes or river ports, channels and levies, waterways and drainage conduits.

The CID Act also permits the use of CID funds to pay ongoing operating expenses, including security, entertainment, public events, business promotion, employee training, and market studies; however, it is the policy of the City of Bel Aire that CID funds may only be used to pay eligible operating costs up to the maximum amount identified in the petition. Operating expenses may also include a “Business Development Fee”. CID funds may be used to reimburse capital costs incurred not earlier than one year prior to City Council action initiating the establishment of a CID, and City administrative costs and costs of issuance.

Process for Creating a CID

All CID projects will be subject to the statutorily-proscribed notice and hearing procedures found in K.S.A. 12-6a26 et seq. A summary of these procedures is set forth below.

1. Upon receipt of a valid petition, signed by the owners of all of the land area within the proposed district that is both (1) seeking financing only by special property tax assessments and (2) not seeking the issuance of full faith and credit bonds pursuant to the CID Act, the City Council may consider whether to approve the creation of the requested CID. The City Council may proceed, with or without notice or a hearing, to make findings by ordinance as to the nature, advisability and estimated cost of the project, the boundaries of the district and the amount and method of assessment. Upon making such findings, the City Council by majority vote may authorize the project and the creation of the CID in accordance with such findings as to the advisability of the project. The ordinance shall be effective upon publication once in the official city newspaper and shall also be submitted for recording in the office of the Sedgwick County Register of Deeds.

2. Upon receipt of a petition, signed by the owners of at least 55% of the total land area and total assessed property value within the proposed district, to create a CID seeking financing in whole or in part by a proposed CID sales tax (see K.S.A. 12-6a31) or seeking the issuance of full faith and credit bonds (see K.S.A. 12-6a36), the City Council shall adopt a resolution giving notice of a public hearing to consider the advisability of creating the CID.
 - (a) Such resolution shall be published once each week for two consecutive weeks in the City's official newspaper and shall be sent by certified mail to all owners of property within the proposed district. All costs associated with these publications shall be borne by the Petitioner(s) requesting the creation of the district.
 - (b) The second publication of such resolution shall occur at least seven (7) days prior to the date of the hearing and the certified mailed notice shall be sent at least ten (10) days prior to the hearing.
 - (c) Such resolution shall contain the following information:
 - i. Time and place of the hearing;
 - ii. General nature of the proposed project;
 - iii. Estimated cost of the project;
 - iv. Proposed method of financing the project;
 - v. The proposed amount of the CID sales tax, if any;
 - vi. The proposed amount and method of assessment, if any;
 - vii. A map of the proposed district; and
 - viii. A legal description of the proposed district.
 - (d) Following the hearing described above, the City Council may, by majority vote, adopt an ordinance approving the requested CID. Such ordinance shall:
 - i. Authorize the project;
 - ii. Approve the estimated costs of the project;
 - iii. Contain a legal description and map of the proposed district;
 - iv. Levy the CID sales tax, if any;
 - v. Approve the maximum amount and method of assessment, if any; and
 - vi. Approve the method of financing.
 - (e) Upon adoption by the City Council, such ordinance shall become effective upon publication once in the official city newspaper and shall also be submitted for recording in the office of the Sedgwick County Register of Deeds.

Preliminary Review Meeting

Prior to consideration by the City Council, parties intending to request the creation of a CID must submit a draft version of the intended petition to the City Manager and any other City Staff designated by the City Manager. Such draft petition need not be signed by any landowners within the proposed district until such time as it is formally submitted for consideration by the City Council. Within ten (10) days after the submission of any such draft petition, the City Manager and other City Staff designated by the City Manager shall hold a pre-petition meeting with the party submitting such petition to evaluate the sufficiency thereof and gather information needed to determine the eligibility of the project.

Development Agreement Required

Concurrently with, or prior to, the creation of a CID by the City Council, the City and the petitioner shall enter into a Development Agreement governing the conduct of the respective parties in relation to the proposed CID. The Development Agreement will include a site plan and elevation drawings or renderings of the CID project, and a Sources and Uses of Funds table that identifies the various sources of public and private project funds and how they will be used. Among all other provisions, the Development Agreement shall set forth the method and manner for disbursement of CID funds by the City, including the proceeds of bonds funded by CID funds, to pay for eligible project costs pursuant to acceptable documentation that such costs have been incurred. In addition, the agreement shall provide for rapid repayment of any bonds issued with CID sales taxes and/or assessments and for the termination of any and all CID taxes and assessments. City administrative fees and costs of issuance shall be paid from CID funds. For “pay-as-you-go” CID projects, the Development Agreement shall set forth the method and manner of disbursement of CID funds and shall include provisions for the termination of any and all CID taxes and assessments when all eligible costs incurred by the CID that are contemplated in the Development Agreement have been satisfied.

“Gap” Financing Requirement

CID projects financed with special obligation bonds will not be approved without a financial analysis that demonstrates that the project would not otherwise be possible without the use of CID funding (“gap” analysis). CID projects financed on a “pay-as-you-go” basis do not require a “gap” analysis. Any applicant requesting use of special obligation bonds will be required to provide, in addition to all other documents requested by City Staff, pro forma cash flow analyses and sources and uses of funds in sufficient detail to demonstrate that reasonably available conventional debt and equity financing sources will not fund the entire cost of the project and still provide the applicant a reasonable market rate of return on investment. “Gap” financing, including CID and any other public financing, should not exceed 30% of the total project cost.

Background Check

All CID petitioners and their project partners are required to consent to background checks as part of their submittal of a petition. Petitioners and project partners are required to pay all costs associated with and to furnish City Staff the personal and business information needed to carry out such background checks. Such information will be treated as confidential information to the maximum extent permitted under state and federal law.

Project Management and Development Fees

CID funds may not be used to pay development fees. Project management fees may be financed through CID revenues only if the need for such financing is established through analysis of financial information showing that private funding is not available to pay such costs based on a market rate of return on investment. If allowed, project management fees paid through CID revenues must be documented as actual costs incurred.

City Administrative Fees

In addition to any other CID application and petition costs, the City shall be paid a non-refundable application fee of \$5,000 with the formal submittal of any CID petition. For any approved CID, the City shall be paid an on-going administrative service fee in an amount equal to 5% of the total CID revenues received by the City. The Fee may be waived if the applicant locates within a “Premium Zone” and is subject to a “Business Development Fee.

Business Development Fee

A “Business Development Fee” shall be established as part of a CID located within a “Premium Zone” as determined by the governing body. The Fee is an operational expenditure assessed against property located within the CID. The amount of the fee is 2.5% of the value of improvements as identified in the application.

Premium Zone

The governing body may select a special development area and wishes to give a premium incentive treatment to a company locating within. A Premium Zone selection must be determined by separate action of the governing body.

Standard Design Guidelines Govern

All property improvements commenced under an approved CID shall be subject to City regulations, standards, and policies, including, but not limited to: zoning and subdivision regulations, building codes, the City code, and any applicable design guidelines currently in place or hereafter approved. In addition, project plans and renderings shall be reviewed by the City Inspector and any suggestions provided thereby shall be incorporated into the design of the project unless expressly overruled by the City Manager.

Financial Reporting

Developer will provide a certified annual accounting to the City on the amount and use of CID funds used to pay CID costs. City reserves the right to audit the use of CID financing at its discretion and expense.

Termination of CIDs

Subject to provisions contained in development agreements, the City shall take appropriate action to terminate CIDs when all eligible project costs have been fully paid, including the principal and interest on any special obligation CID bonds, or, in the case of pay-as-you-go projects, the maximum CID funding amount provided in the petition.

Waiver of Policy

Should the City Council determine the terms of this policy inappropriate to evaluate a particular CID application, it may, by majority vote, waive the binding effect of this policy in regard to that application.

POLICY ON TAX INCREMENT FINANCING DISTRICTS

The City of Bel Aire, under the authority conferred by KSA 12-1770 et. seq., will consider the use of tax increment financing (TIF) to encourage and facilitate the development and/or redevelopment of areas within its corporate City limits or within its growth area.

The first step required in the TIF process shall be the adoption of a resolution by the City Council. This resolution shall provide for the following:

1. Notify the public that a hearing will be held to consider the establishment of a district.
The notification shall fix the time and place of the hearing;
2. Describe the proposed boundaries of the district;
3. Describe the district plan and that such plan includes a map, both of which are available for inspection at a designated time and place (i.e. City Hall, M-F, 8-5);

4. State that the City Council will consider findings necessary for the establishment of a development district.

Upon the completion of the public hearing, the City Council may pass an ordinance which shall:

1. Make findings that the district proposed to be developed is an eligible area and the development or redevelopment of the area is necessary to promote the general and economic welfare of the City;
2. Contain the district plan as approved, which will identify all of the proposed development project areas and identify in general only, all of the buildings and facilities that are proposed to be constructed or improved;
3. Contain the legal description of the district, legally establish the district, and identify the boundaries of the district. No area shall be included within the boundaries of the final development district that were not included in the original, published notice.

Under KSA 12-1771(d), the City may not acquire any privately owned property subject to ad valorem taxes in the event either the school board or the county commission finds that the impact of the proposed TIF district will have an “adverse effect” on their respective governmental entities. In the event either the school board or the county commission adopts a resolution finding their entities will experience an adverse effect, the City Council shall adopt an ordinance within 30 days of receiving said resolution from either governing body terminating the TIF district.

Provided that neither the school board nor the county commission finds an adverse effect of the proposed TIF district on their operations, the City will proceed to the development of the project plan. The project plan shall be delivered to the county commissioners and the school board. The project plan shall include:

1. A summary of the feasibility study done as defined in KSA 12-1770(a), and amendments thereto, which will be an open record;
2. A reference to the district plan established under KSA 12-1771 that identifies the development project area that is set forth in the project plan being considered;
3. A description and map of the development area;
4. The relocation assistance plan required by KSA 12-1777;
5. A detailed description of the buildings and facilities proposed to be constructed or improved in such area;
6. Any other information the City Council deems necessary to advise the public of the intent of the project plan.

The Bel Aire Planning Commission shall review the project plan to ensure it is consistent with the City’s comprehensive plan. Provided the project plan is consistent with the City’s comprehensive plan, the City Council shall adopt a resolution stating that the City is considering the adoption of the project plan. This resolution shall:

1. Notify the public that a public hearing will be held to consider the adoption of the project plan and fix the time and place of the hearing;
2. Describe the boundaries of the development district, the date of the district’s establishment, and the project’s boundaries;

3. State the project plan, including a summary of the feasibility study, relocation assistance plan, and financial guarantees of the developer and a description and map of the area to be developed are available for inspection during regular office hours at City Hall;
4. Notify, if necessary, that the City intends to issue debt backed by the full faith and credit of the City.

The City may choose to issue special obligation bonds to pay for the improvements in the district, pledging a variety of revenue sources authorized by KSA 12-1774(a)(1). If the City Council elects not to issue full faith and credit bonds to finance the improvements in the district and instead elects to issue special obligation bonds, then such special obligation bonds shall not be general obligations of the City and shall not, in any event, give rise to a charge against its general credit or taxing powers, or be payable out of any funds or properties, other than those so pledged.

The City may also issue industrial revenue bonds in accordance with 12-1740 et. seq. and amendments thereto, as well as the City of Bel Aire's Industrial Revenue Bond policy. IRB's may be used for the purchase, construction, reconstruction, equipping, maintenance and repair of buildings and facilities within a development district established under 12-1770 et. seq.

Following this second public hearing, the City Council may adopt the project plan by ordinance. A two-thirds supermajority vote is required under KSA 12-1772(e). The project must be completed within 20 years from the adoption of this project plan.

Once the project plan is adopted, the City may begin acquiring property and transfer, sell or lease this property to a developer in accordance with the development project plan and under such other conditions as may be agreed upon.

POLICY ON INDUSTRIAL REVENUE BONDS

The City Council's primary goal when considering the issuance of industrial revenue bonds (IRBs) shall be to encourage economic growth in the corporate City limits and the growth area of the City and fulfill the goals stated in the introduction to this Comprehensive Economic Development Policy. Industrial revenue bonds are not considered a debt of the City; rather, they are debts of the business/organization that utilizes the bond proceeds. The City is merely a conduit for the business/organization to obtain tax-exempt financing for its project.

Industrial revenue bonds will not be utilized when it is determined that doing so would give the recipient an unfair advantage over a business or organization currently engaged in a similar venture within the City or its growth area.

When considering a request for IRBs, the City will evaluate the types of jobs proposed to be created, the amount of capital investment that will be made, and the ability of the business to meet a recognized need in Bel Aire's economic base. Upon review and consideration of these factors, the City Manager will make a recommendation to the City Council, which shall approve or deny the request. In the event the City Council approves the request to issue IRBs, the City Manager shall contact the City's bond counsel and begin the process of issuing the bonds. The applicant for the IRBs shall be responsible for any bond counsel, financial advisor, and any other fees incurred for the applicant that are associated with the issuance of the bonds.

APPLICATION REVIEW AND ASSESSMENT PROCESS

When a request is made to the City Council to utilize one of these economic development tools, various City staff members will be involved in reviewing the applicant's materials as provided in the "General Economic Development Assistance Application." This application may be obtained from the City Manager. All requests for assistance must include this application as well as any specific requirements unique to the form of assistance being sought.

City staff will review (upon receipt of all required materials) the information and formulate a recommendation to the City Council as to the viability of the proposal based on the economic development goals of the City and any special considerations that are required to be given either in this policy or in state statute.

If the request requires county approval, all information submitted to the City will also be provided to the county.

In the event a favorable recommendation is made to the City Council and should the City Council agree “in principle” with the City Manager’s recommendation, an Economic Development Assistance Agreement will be drafted. This agreement will describe the obligations of both parties. It will also detail any performance measures that the applicant must meet. Every agreement will contain “clawback” provisions in the event these performance measures are not met. These clawback provisions are intended to indemnify the City in the event the recipient does not meet its obligations under the Economic Development Assistance Agreement. Clawback provisions can include (but not be limited to) a requirement to provide the City with a letter of credit, performance bond, or title to any asset that the City economic development assistance was used to purchase and/or construct.

APPLICATION FOR EXEMPTION

CITY OF BEL AIRE, KANSAS APPLICATION FOR PROPERTY TAX EXEMPTION FOR ECONOMIC DEVELOPMENT PURPOSES

Abatement from Ad Valorem property taxation pursuant to Article II, §13 of the Kansas Constitution is requested for all or any portion of the appraised valuation of property used for the purpose of manufacturing articles of commerce, conducting research and development, or storing goods or commodities which are sold or traded in interstate commerce, as described herein. This application is submitted in conformance with the applicable Statement of Policy and Procedures

of the City and it is understood that the City may require in lieu of payments for property, which becomes tax-exempt. The attached sheets, if any, are submitted as a part of this application.

Part I. Applicant Identification

Name of Applicant firm: _____

Contact Person (Name and Title): _____

Address: _____

Street or P.O. Box

City State Zip

Telephone Number: _____

Names and percent of ownership of all principal owners and officers of the Applicant

Firm: _____

If applicant is a tenant, identify property owner(s):

Name(s): _____

Mailing Address: _____

Street or P.O. Box

City State Zip

Telephone Number: _____

Part II. Property Identification

List only taxable property for which abatement is requested.

_____ Land. Attach legal description of property and plat showing location of buildings, added improvements to buildings, or both.

_____ Building(s). Attach description.

_____ Added improvements to buildings. Attach description and estimated cost.

_____ Tangible personal property. Attach list of each item with identifying nomenclature and cost. Proof of purchase after August 5, 1986 must be provided for each item on list.

Part III. Business Information

Type of business organization: _____
(i.e. corporation, subsidiary, partnership, sole proprietorship, etc.)

Date and place business organized or incorporated: _____

Name and parent company, if applicable: _____

Type of business: _____

Line or lines or products manufactured or research and development conducted, or goods or commodities stored in buildings, for which tax exemption is requested.

Percentage of building occupied by applicant business qualifying for tax abatement: ____%

List principal competition of the business within the City.

Name and location of firms: _____

Describe nature of competition: _____

Business is... (Please check one) ☐ New ☐ Existing

If NEW Business:

Date Operations will Commence: _____

If business is relocated to this City, give previous location(s): _____

If construction of a new building for a new business is involved, give anticipated date of completed construction: _____

If EXISTING Business:

Date expansion will be completed:_____

Purpose of expansion:_____

Does expansion involve?

_____ Acquisition of existing building
 _____ Enlargement of existing building
 _____ Construction of new building

Describe how property identified above facilitates the expansion of such existing business:

Part IV. Employment Data

Existing Business: Describe how expansion has or will create new employment:

Part V. Description of Public Benefits

Please attach a narrative description, of not to exceed two pages, of the public benefits which you believe will occur if the requested exemption is granted.

Part VI - Financial Responsibility

Attach a description of the businesses' financial situation. This may include a financial statement, audit and other relevant information to assess the stability of the business. Indicate whether there is any pending or threatening litigation affecting the viability of the business.

Part VII. Certification of Applicant

I, _____, hereby certify that the foregoing attached information is true and correct to the best of my knowledge.

Further, it is understood that additional information may be requested by the City to assist the Governing Body in its consideration of this matter.

Date_____

Signed _____

Name_____

Title_____

Part VIII. Acknowledgment of Receipt

Receipt of \$1,000.00 fee is hereby acknowledged:

Date: _____

City Manager:_____

PROJECT APPLICATION (CITY OF BEL AIRE, KS)

Name of Corporation/Partnership _____

Date of Request _____

Address _____

Primary Contact _____

Address _____

Phone _____ Fax _____ E-mail _____

A. APPLICANT INFORMATION

B. Name and addresses of all persons or corporations who would be obligated as either applicant or personal guarantors of subsidy:

Name: _____
Address: _____
Name: _____
Address: _____
Name: _____
Address: _____

C. Name and addresses of the principal officers and directors of the applicant:

Name: _____
Address: _____
Name: _____
Address: _____
Name: _____
Address: _____

D. Applicant's Attorney

Name _____
Phone Number _____

E. Applicant's Financial Advisor

Name _____
Phone Number _____

F. Applicant's Accountant

Name _____
Phone Number _____

G. Requested Subsidy:

Category:	Source/Type/Description:	Requested Amount
Tax Increment Financing		\$
Tax Abatement		\$
Industrial Revenue Bonds		\$
Other – Land Write-Down		\$
Other – Special Assessments		\$
Other – Public Improvements		\$
TOTAL REQUEST		\$

H. Complete Project Sources and Uses:**Sources:**

Private Bank Loan	\$
Private Equity	\$
State/Local Loan/Grant Funds	\$
Tax Increment/Tax Abatement	\$
Other (specify_____)	\$
Total Sources:	\$

Uses:

Land Acquisition	\$
Building Construction/Reconstruction	\$
Machinery/Equipment	\$
Site Improvements	\$
Installation of Public Utilities	\$
Parking Improvements	\$
Legal/Financial Costs	\$
Surveying/Platting/Permitting	\$
Other (specify_____)	\$
Total Uses:	\$

I. Use of Subsidy:

Amount requested for purchase of land:	\$
Amount requested for building:	\$
Amount requested for equipment:	\$
Amount requested for site improvements:	\$
Amount requested for public utilities:	\$
Working capital:	\$
Other (specify):_____	\$

TOTAL REQUEST \$ _____

J. Project Details:

1. Include the following project details on a separate sheet:

- # of housing units, type of housing units, size of housing units, etc
- breakdown of commercial square footage, i.e., office, retail, manufacturing, industrial, hospitality, entertainment, etc
- cost per square footage of construction of each type of housing unit and each type of commercial use
- commencement and completion for each project component, include site improvements and public infrastructure
- dates for sale or lease of units, occupancy start, and full occupancy, etc
- estimated appraised value of project when complete, separated by use
- describe how the property will be subdivided by uses
- estimated taxable sales per s.f. of retail, hospitality, etc.

2. Name and address of Contractor _____

Name and address of Architect: _____

3. What type of equipment will be financed, if any? _____

4. If the applicant will be in direct competition with local firms,

(a) name of firms: _____

(b) describe nature of the competition: _____

K. Project Operations:

1. Provide the following operating assumptions on a separate sheet:
- For property to be leased, provide the estimated lease rates by type, lease type, lease term, etc. (separate commercial uses from residential uses)
 - For property to be sold, provide the estimated gross sales price (and per unit or per s.f. measure) and cost of sales (separate commercial from residential uses)
 - Include detail of annual operating expenditures, separate commercial from residential uses
 - Prepare pro-forma statements through ten (10) years of operation beginning from initial construction, including revenue projections, operating expense projections, and a debt amortization schedule. Include hypothetical sale in the 10th year.
 - Prepare pro-forma statements with and without the requested subsidy

L. Subsidy Analysis:

1. Detail the need for the subsidy, the benefit to the applicant of the subsidy _____
- _____
2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet) _____
- _____
3. Has the applicant investigated conventional financing? What are the proposed terms? _____
- _____
- _____

M. Proposed Location/Timing of Construction:

1. Location of the project: _____
2. What percentage of the building will be occupied by the applicant? _____
3. Is the project properly zoned? _____
4. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application: _____
- _____
- _____
5. If unusual demands for water or sewer services or police or fire protection will be made, specify the demands: _____
- _____
- _____

N. Ownership and Management:

1. Describe the development company, ownership, affiliated/partner companies (identify membership entities):

2. What portion of the project is being financed from other affiliate or partner funds?

\$

Please Explain

3. Will portions of the project be sold to other entities? If so, please explain

4. Describe all threatened or pending/outstanding litigation and legal claims or regulatory issues:

Disclosure items:

Has the applicant or any affiliated party defaulted on a real estate obligation? _____

Has the applicant or any affiliated party declared bankruptcy? _____

Has the applicant or any affiliated party had judgments recorded against them? _____

If the answer is yes to any of the above, please explain.

O. Job Creation Detail:

Type of Job	No. of this Type	Average Annual Wage
Professional	_____	_____
Technical	_____	_____
Clerical	_____	_____
General Labor	_____	_____
Other: (specify _____)	_____	_____

What is the total Annual Payroll? _____

P. Financial Capacity:

- 1. Provide copies of applicant’s financial statements (balance sheets and income statements) for the past three years certified as correct by the owner or an authorized officer (or audited) and current (year to date)
- 2. Provide current (year to date) and three years historical financial statements (balance sheets and income statements) for the affiliated/partner entities, to demonstrate financial capacity
- 3. Provide last three years income tax returns for development principals, if applicable.
- 4. Audited financials are required, and if not available, provide an explanation.
- 5. Letter from the primary lender(s) stating the amount of conventional financing available for the project

Q. References and Relevant Experience:

- 1. Provide names and locations of recent comparable projects
- 2. Provide private, public, and non-profit sector references from comparable projects. Please include names of government contacts with which the developer worked, if applicable.
- 3. Include three relevant experiences.

I, _____, hereby certify that the foregoing attached information is true and correct to the best of my knowledge.

Further, it is understood that additional information may be requested by the City to assist the Governing Body in its consideration of this matter. A non-refundable application fee of \$5,000.00 will be paid upon submission of application.

Date_____Signed _____

Name

Title

Receipt is hereby acknowledged:

Date: _____

City Manager:_____

City of Bel Aire, Kansas Police Department Monthly Report



April 2022

Department Staffing

The Bel Aire Police Department personnel:

Chief Darrell G. Atteberry	Lieutenant Robey Foxx
Sergeant Shaun Davis	Officer Grant Greenwood
Officer Virginia Crice	Officer Mason Schell
Officer Tessa Smithwick	
Officer Tyler Langford	Part-time Officer Joseph Trumbull
Officer Kimberly Lopez	Part-time Officer James Toomey
Officer Brandon Gibson	Part-time Officer Braden Moore
Officer Philip Mast	
Officer Michael Gordon	

Municipal Court Administrator

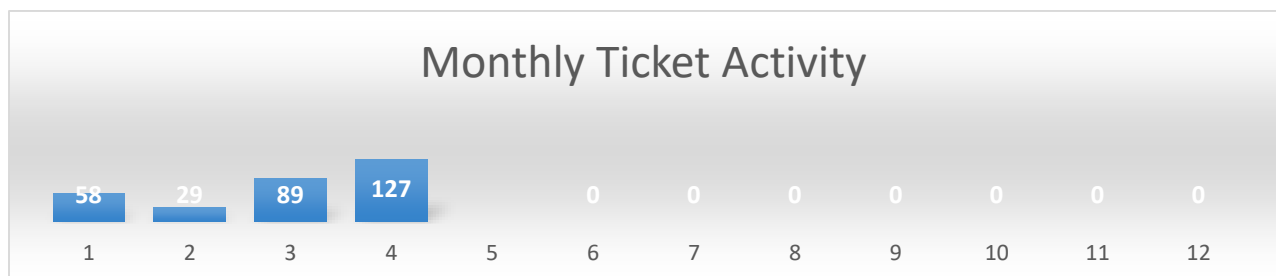
Lindsie Nygaard

Traffic Enforcement:

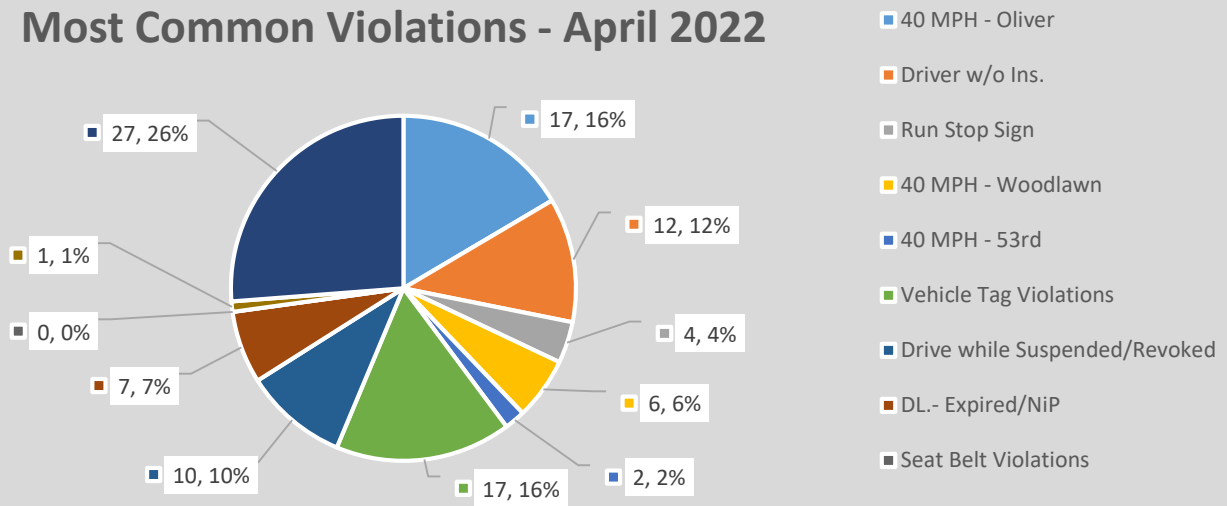
The Bel Aire Police Department recognizes the importance of enforcing traffic laws to help make streets safer for motorists and pedestrians. Enforcing speed zones and other traffic laws helps reduce factors associated with traffic crashes that cause personal injury as well as property damage.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Traffic Related Arrests													
Drive While Suspended/Revoked	8	4	3	7	0	0	0	0	0	0	0	0	22
DUI	5	0	0	3	0	0	0	0	0	0		0	8
Total													30
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Traffic Crashes													
Vehicle Crashes	6	9	11	26	0	0	0	0	0	0	0	0	52

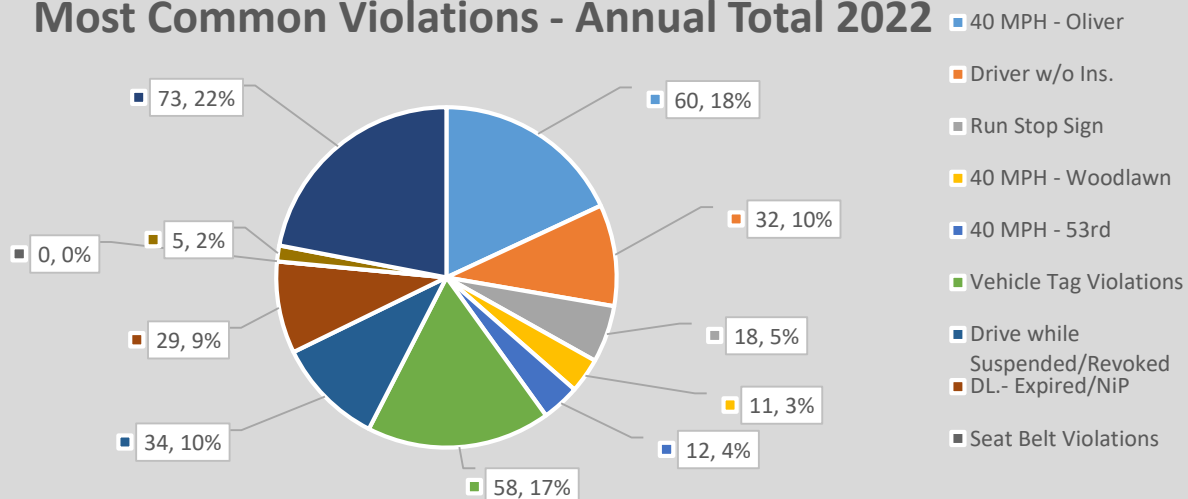
Traffic Enforcement



Most Common Violations - April 2022



Most Common Violations - Annual Total 2022



Community Event:

04-01-22 – Chief Atteberry attended the K-254 Corridor Development Association bi-monthly meeting in Benton, KS.

04-06-22 – The Bel Aire Police Department publically acknowledged the acceptance of a grant from the Firehouse Subs Foundation that purchased Automated External Defibrillators for the departments patrol vehicles.

04-09-22 – Chief Atteberry and Officer Crice assisted with the Spring Festival and Egg Hunt at the Rec Center.

04-30-22 – Officer Crice, Officer Lopez, and Officer Toomey conducted the DEA National Drug Take Back event. They collect 132 pounds of prescription medication. Officer Gibson and Lt. Foxx delivered the prescriptions to the DEA Office for destruction.

Vehicles:

The Bel Aire Police Department has seven vehicles. All are fully-marked patrol vehicles equipped with audio/visual recording devices, and used for patrol duties. Below are the year, make, model, and current mileage. As some of the most used vehicles gain mileage, the police department efforts to move the vehicles around to balance out the mileage. As vehicles get to the end of their life cycle, they require more maintenance and it is a challenge, sometimes, to keep the vehicles in operation.

- 2017 Ford Explorer (30) – 96,000
- 2017 Ford Explorer (32) – 62,000
- 2019 Ford Explorer (33) – 36,500
- 2020 Ford Explorer (34) – 22,000
- 2020 Ford Explorer (35) – 36,400
- 2020 Ford Explorer (36) – 21,000
- 2020 Ford Explorer (37) – 2,000

Warrant Service

When Bel Aire Police Department personnel encounter people with outstanding warrants, they are required by the court to take the person into custody to answer for the warrants. The warrants can be for juveniles or adults, misdemeanor or felony, local, state, or federal. Each requires the officer to serve the warrant.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Warrants/Arrests/Commitments													
Outside Warrants	5	0	1	5	0	0	0	0	0	0	0	0	11
Bel Aire Warrants	0	1	3	1	0	0	0	0	0	0	0	0	5
Felony Arrests	2	0	2	0	0	0	0	0	0	0	0	0	4
Misdemeanor Arrests	10	5	3	9	0	0	0	0	0	0	0	0	27
Juvenile Arrests	0	0	0	0	0	0	0	0	0	0	0	0	0
Court Commitments	0	0	0	0	0	0	0	0	0	0	0	0	0
Total													47

Crime Statistics

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Part One Calls for Service													
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	1	0	0	0	0	0	0	0	0	0	0	0	1
Burglary	2	0	2	3	0	0	0	0	0	0	0	0	7
Larceny/Theft	8	12	8	11	0	0	0	0	0	0	0	0	39
Auto Theft	1	3	2	2	0	0	0	0	0	0	0	0	8
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Total													55
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Part Two Calls for Service													
Simple Assault	0	0	0	0	0	0	0	0	0	0	0	0	0
Assault/Battery/LEO	1	0	1	1	0	0	0	0	0	0	0	0	3
Domestic Battery	1	2	1	3	0	0	0	0	0	0	0	0	7
Battery/Resist LEO	0	0	0	0	0	0	0	0	0	0	0	0	0
Intimidation	0	1	0	0	0	0	0	0	0	0	0	0	1
Forgery	0	0	1	0	0	0	0	0	0	0	0	0	1
Fraud	1	0	1	5	0	0	0	0	0	0	0	0	7
Embezzlement	0	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Violations	0	0	0	0	0	0	0	0	0	0	0	0	0
Prostitution	0	0	0	0	0	0	0	0	0	0	0	0	0
Sex Offense	0	0	1	0	0	0	0	0	0	0	0	0	1
Offense Against Family and Children	0	0	0	0	0	0	0	0	0	0	0	0	0
Narcotic and Drug Law Violations	3	3	5	2	0	0	0	0	0	0	0	0	13
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0	0
Disorderly Conduct	0	1	1	2	0	0	0	0	0	0	0	0	4
Vagrancy	0	0	0	0	0	0	0	0	0	0	0	0	0
Gambling	0	0	0	0	0	0	0	0	0	0	0	0	0
Violation of Road and Driving Laws	0	1	0	0	0	0	0	0	0	0	0	0	1
Parking Violations	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Traffic Violations	11	7	5	21	0	0	0	0	0	0	0	0	44
Vandalism	0	0	1	0	0	0	0	0	0	0	0	0	1
Miscellaneous Offense	6	6	6	1	0	0	0	0	0	0	0	0	19
Total													102
Total of Both													157

Darrell Atteberry
Chief of Police
City of Bel Aire



MANAGERS REPORT

DATE: June 30, 2022
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: July 5, 2022 Agenda

Consent Agenda (Item VI)

Contains the minutes of the June 21st City Council meeting. Also included are revised petitions for Sanitary Sewer and Water Distribution Improvements to serve Chapel Landing 5th Addition, phase 1, and the corresponding amending Resolutions. The petitions will divide the cost of the improvements among the lots in the development. The Resolutions will authorize temporary funding of the improvements, which will eventually be bonded and spread as special assessments to the benefitting lots. Our Bond Counsel, Kevin Cowan from Gilmore and Bell, will be at the meeting to answer questions.

Appropriations Ordinance (Item VII)

This reporting period includes one payroll period. The first bonded development expenses for Cedar Pass-Phase 1 is also included in the bonded capitol project expenses totaling \$100,458.20.

City Requested Appearances (Item VIII)

Senator Ty Masterson - On May 10, 2022, Mayor Benage sent a letter to Senator Masterson inviting him to attend a Council meeting and give the Governing Body an update on legislative action that occurred during the 2022 session. Senator Masterson will be at the meeting to share legislation that was important to Bel Aire, follow up on the legislative priorities adopted by the City Council for 2022 as well as an update on ARPA grants through SPARK.

Garver – Representatives from Garver will be at the meeting to update the Governing Body and citizens as to the progression of Woodlawn as well as phased changes that will be affecting traffic.

Consulting Agreement, Burns & McDonnell (Item A)

The CCUA board has reviewed studies from MKEC and Wilson Engineers suggesting a need for the sewer plant to be upgraded as well as expanded. The new CCUA Manager has also shared some of his concerns related to sewer treatment as well as water production. Bel Aire currently has an agreement with the City of Wichita to purchase water and send overflow sewer to Wichita. Bel Aire staff nor Bel Aire CCUA board members have a true understanding of plant operations or capacities, and are concerned about conflicting reports. As a result, Bel Aire believes a performance audit is needed to answer the many unanswered questions. Staff contacted several parties who we thought might be good candidates for such an audit. Burns & McDonnell was the unanimous choice to handle the performance audit. They had several experts and were familiar with the CCUA plant. Staff has reviewed the agreement and is comfortable with the language. There is no specific fee as we don't know how deep we need to go to get the answers we need.

Consulting Agreement, Loyd (Items B)

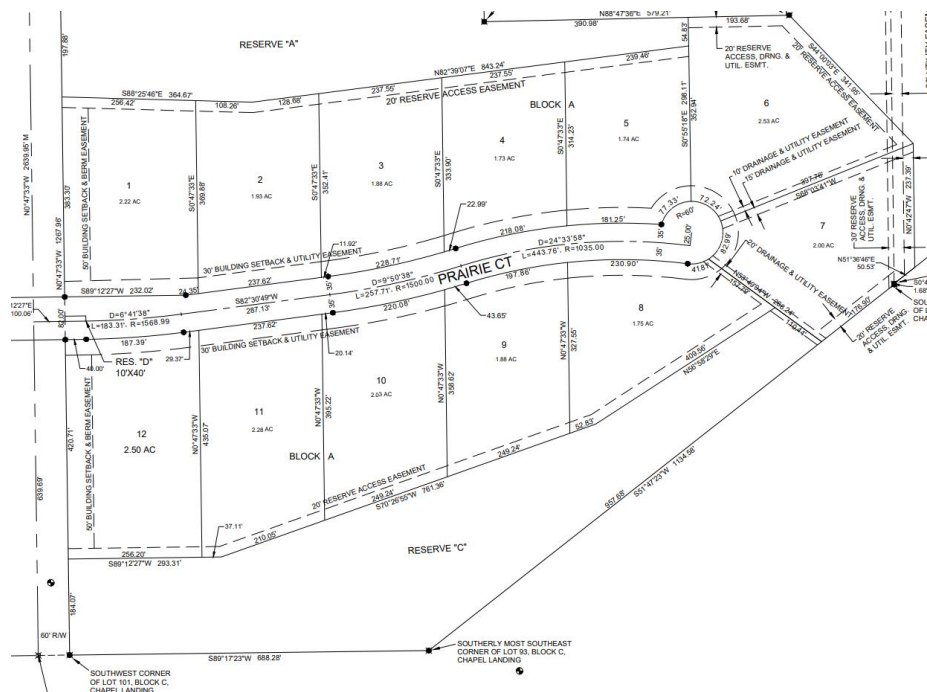
As a 50% member of CCUA, Bel Aire is responsible for debt service as well as operational costs for the treatment of sewage and water from the plant. Bond documents spell out cost sharing vaguely and CCUA has billed Bel Aire based on what Bel Aire staff feel is incorrect figures. After interviewing several accounting firms, the unanimous agreement was for Loyd Consulting to handle the financial audit. The agreement was drafted by our City Attorney and includes a scope of service as well as consulting fees.

Revenue Neutral (Item C)

State law governs the timetable for budget preparation, publication, hearing, adoption, and certification. In 2021, the budget process was modified by new legislation that created a revenue neutral rate. As discussed in our workshop, the city intends to exceed the revenue neutral rate while keeping the same property tax rate that was applied last year (mill rate of 43.565). The new budget process requires staff to notify the County Clerk of our intentions so notices can be sent and set our budget deadline. The notice of intent sent to the County Clerk does not set the official property tax rate. The City Council will adopt the official rate when it passes the budget in September.

No parking Ordinance (Item D)

The Developer of Prairie Preserve requested Prairie Court be 24' wide instead of 29' as codes require. The reason being these are large lots and the cost for such a road can get too expensive for special assessments. In addition, the large lots have longer driveways and there would be no need for on street parking. When the Development Agreement was approved by Council, the request was made to not allow parking along Prairie Court. City Attorney Kelly drafted an ordinance that prohibits on street parking along Prairie Court and allows Bel Aire Police to enforce.



Revised TIF Policy (Item E)

Included in your packet is a copy of the current Comprehensive Economic Development Policy approved in 2009 and revised in 2012. Rather than tackle the entire policy at once, I pulled out the IRB section which was revised at your June 7, 2022 meeting. As interest continues on the lot across from City Hall, I have been working on updating the TIF section. This item was discussed at our June 21, 2022 meeting. The revised TIF section is now ready for consideration and adoption.

Land Bank Appointments (Items F-G)

The bylaws of the Bel Aire Land Bank state all members of the Bel Aire Governing Body shall make up the Land Bank Board. Terms run concurrently with the City Council terms. As new council members Emily

and Tyler have been sworn in, they now need to be appointed to the Land Bank.

Executive Session (XIII)

Will need an executive session. Following the executive session, Council may consider taking action on the Revised Employment Agreement for the City Manager.

Discussion And Future Issues (XIV)

Keeping with the traditional schedule for workshops (the second Tuesday of the month), the next workshop will fall on July 12th at 6:30 p.m. Ted will present his first draft of the 2023 budget and be asking for input from the governing body.