



**AGENDA**  
**LAND BANK MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**September 07, 2022 6:15 PM**  
**or immediately following City Council**



**I. CALL TO ORDER:** By Chairman Jim Benage

**II. ROLL CALL:**

Jim Benage \_\_\_\_\_ Greg Davied \_\_\_\_\_ Tyler Dehn \_\_\_\_\_

Emily Hamburg \_\_\_\_\_ John Welch \_\_\_\_\_ Justin Smith \_\_\_\_\_

**III. MINUTES:**

**A.** **Minutes of the August 16, 2022 Bel Aire Land Bank meeting.**

**Action:** Motion to (approve / deny / table) of the August 16, 2022 Bel Aire Land Bank Minutes as (presented / amended).

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

**IV. PUBLIC COMMENTS**

**V. PRESENTATIONS – Dev Properties would like to share their revised plans for the lot across from City Hall.**

**VI. EXECUTIVE SESSION:**

**Action:** Motion to go into executive session for the sole purpose of discussing the subject of: Consultation with Attorney about proposed contract negotiations pursuant to the KSA 75-4319 exception for: Attorney-Client Privilege. Invite Land Bank Treasurer and Land Bank Attorney. The meeting will be for a period of \_\_\_\_ minutes, and the open meeting will resume at \_\_\_\_\_ PM.

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

**VII. RESOLUTIONS AND FINAL ACTIONS**

**A.** **Consideration of a Letter of Terms with Dev Properties, LLC to Purchase Lot 1, Block 19 of the Central Park Addition, Bel Aire, Kansas.**

**Action:** Motion to (approve / deny / table) the Letter of Terms to Purchase Lot 1, Block 19 of the Central Park Addition, Bel Aire, Kansas with Dev properties, LLC and authorize the Chairman to sign.

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

**VIII. OTHER ITEMS**

**IX. ADJOURNMENT**

**Action:** Motion to adjourn.

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

*Additional Attachments:*

A. Treasurer's Report - September 7, 2022



# MINUTES

## LAND BANK MEETING

7651 E. Central Park Ave, Bel Aire, KS  
August 16, 2022 6:15 PM



**I. CALL TO ORDER:** Chairman Jim Benage called the meeting to order at 6:15 p.m.

**II. ROLL CALL:**

Present were Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch. Also present were Land Bank Treasurer Ty Lasher, Land Bank Attorney Jacqueline Kelly.

**III. MINUTES**

**A. Minutes of the July 5, 2022 Bel Aire Land Bank meeting.**

**MOTION:** Justin Smith moved to approve the July 5, 2022 Bel Aire Land Bank Minutes. Emily Hamburg seconded the motion. ***Motion carried 5-0.***

**IV. PUBLIC COMMENTS:** No one spoke.

**V. PRESENTATIONS:** Troy Moellinger with Centurion Companies introduced himself as the financing partner for the proposed development across from City Hall. Jason Gish with MKEC introduced himself as the architect and planner for the development and Rupan Kanti introduced himself as the developer. Jason discussed the proposed layout, parcels, amenities and infrastructure of the entire 24 acres. Troy discussed the need for mixed commercial, retail and residential housing for the numbers to work.

At 7:00 pm, Justin Smith moved to recess the Land Bank Meeting until immediately after the City Council meeting. John Welch seconded the motion. ***Motion carried 5-0.***

At 8:10 pm, Chairman Benage called the Land Bank meeting back to order.

**VI. EXECUTIVE SESSION**

**MOTION:** John Welch moved to go into executive session for the sole purpose of discussing the subject of: Consultation with Attorney about proposed contract negotiations pursuant to KSA 75-4319 exception for: Attorney Client Privilege. Invite the Land Bank Treasurer and Land Bank Attorney. The meeting will be for a period of 20 minutes, and the open meeting will resume at 8:30 pm. Justin Smith seconded the motion. ***Motion carried 5-0.***

**VII. RESOLUTIONS AND FINAL ACTIONS**

**A. Consideration of a Letter of Terms with Dev Properties, LLC to Purchase Lot 1 Block 19 Central Park Add, Bel Aire, Kansas.**

**MOTION:** Greg Davied moved to table the Letter of Terms to Purchase Lot 1 Block 19 Central Park Add, Bel Aire, Kansas with Dev Properties, LLC. Emily Hamburg seconded the motion. *Motion carried 5-0.*

**VIII. OTHER ITEMS** – No other items were discussed.

**VIV. ADJOURNMENT**

**MOTION:** At 9:02 p.m., Justin Smith moved to adjourn. Tyler Dehn seconded the motion. *Motion carried 5-0.*

September 7, 2022

Mr. Ty Lasher  
Land Bank Treasurer  
City of Bel Aire, Kansas Land Bank  
7651 E Central Park Ave  
Bel Aire, KS 67226

Re: Letter of Terms to Purchase LOT 1 BLOCK 19 CENTRAL PARK ADD, Bel Aire, Kansas.

Dev Properties, LLC, and assignees intends to enter into negotiations for the purchase of the captioned property upon the following terms and conditions, as well as other customary provisions that shall be mutually agreed upon by the parties, all of which will be, if agreed to, contained in a separate Agreement of Sale and Purchase (the “Agreement”). The salient points of this Letter of Terms are as follows:

1. **Buyer:** Dev Properties, LLC, or assigns
2. **Seller:** City of Bel Aire, Kansas Land Bank
3. **Property:** LOT 1 BLOCK 19 CENTRAL PARK ADD
4. **Purchase Price:** The purchase price shall be \$400,000.00 together with all additional costs of the prorated special assessment taxes for this lot carried by the City from the date of the signing of this purchase contract to the date of closing, so that the actual purchase price shall be increased by the prorated special assessment taxes that have been paid by the city or owed by the city, said special assessments to be calculated from the date of the signing of this contract to the date of closing.
5. **Earnest Money:** \$ 10,000
6. **Specials:** Buyer shall be responsible for all existing and future special assessment taxes as of the date of closing.
7. **Due Diligence Period:** One hundred and eighty days (180) days from the execution of the Agreement of Sale. Parties agree that the due diligence period may be extended three (3) times, in 60 day increments, for TIF processing if and only if both parties agree to each extension by amending the Agreement of Sale.
8. **Due Diligence Items:** Buyer will obtain a title search, Geotech, survey, phase 1, and other needed environmental studies and consider findings from those reports during the Due Diligence period.
  - If during the Due Diligence period any of those reports indicate a defect in the property, Seller may elect to correct the defect at Seller’s cost, adjust the purchase price for the reasonable value of the defect, or do nothing. If buyer accepts Seller’s concessions for the defect, parties will proceed with closing.

- If, during the Due Diligence period, Buyer elects to cancel this agreement for inability to close or any reason other than a specific defect found in due diligence reports, Buyer will pay 100% of due diligence costs and earnest money shall be given to Seller.

9. **Closing Date:** Closing will occur no later than sixty (60) days after the last day of the Due Diligence Period.

10. **Closing Costs:** Closing costs will be split 50/50 between Buyer and Seller.

11. **Title Commitment:** Seller will order Title Commitment and cost split 50/50 between Buyer and Seller. Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS

12. **Exclusive Negotiation:** Buyer and Seller shall exclusively negotiate in good faith and shall endeavor to complete and execute an Agreement of Sale no later than September 7, 2022. The time period may be adjusted by mutual agreement of parties.

13. **Permitted Uses:** Buyer shall use reasonable efforts to obtain all necessary permits and approvals from regulatory authorities in such from as required to design, construct, develop, and operate the Property for Buyer's intended use. Seller's obligations in the Agreement in this regard shall include, cooperating in good faith to assist Buyer through zoning and permit approval process, and to provide to the City any information reasonably required for the same. Both parties understand Seller's chief obligation as a municipality to objectively act in the best interest of the City and consider legal factors of zoning and permit recommendations and decisions objectively.

13. **TIF Partners:** Parties understand that Tax Increment Financing (TIF) is essential to this project and anticipate committing research, time, and resources to collectively petition for County and School District TIF support.

14. **Non-Transferable Reversionary Interest:** Buyer will allow Seller to place a Non-Transferable Reversionary Interest on the deed that will convey ownership back to Seller in the event of a default in payment of special taxes. An event of default shall be deemed to have occurred if special assessment taxes are 60 days overdue. In such an event, the City of Bel Aire will give notice to the property owner of intent to exercise the Reversionary Interest and will allow the owner 30 days to cure the default by paying taxes to current. The Reversionary Interest is negated in whole upon payoff of all special taxes existing at the time of sale. Legal language to be negotiated in PSA.

15. **Sunset:** If the terms and conditions outlined in this Letter of Terms are acceptable to Seller, and Seller desires to continue to negotiate towards completing a mutually acceptable Agreement of Sale, please indicate acceptance by signing in the place provided below. This Letter of Terms shall expire, if not accepted in writing, by **5:00 PM, EST on Monday – September 12, 2022.**

**IN WITNESS WHEREOF**, Seller and Buyer execute this Contract on the date(s), and at the time(s), indicated below their respective signatures.

**BUYER**

**Dev Properties, LLC**

By\_\_\_\_\_

Print \_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_ Time\_\_\_\_\_

Mailing Address:\_\_\_\_\_

\_\_\_\_\_

Telephone\_\_\_\_\_

**SELLER**

**City of Bel Aire Land Bank**

By\_\_\_\_\_

Print\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_ Time\_\_\_\_\_

Address: 7651 E Central Park Ave.

Bel Aire, KS 67220-----

Telephone\_\_\_\_\_





SITE PLAN



09.02.2022



# TREASURER'S REPORT

**DATE** September 6, 2022  
**TO:** Chairman Benage and Board Members  
**FROM:** Ty Lasher, Treasurer  
**RE:** September 7, 2022 Land Bank Meeting

## **Letter of Terms with Dev Properties, LLC (Item A):**

I have continued negotiating with Dev Properties, LLC to purchase Lot 1, Block 19 of the Central Park Addition which consists of 24 acres. They have revised their offer to \$400,000 and accepted the proposed changes for carrying costs. In order for this area to develop with a gathering place and other amenities, a TIF district is needed. The developer is working with a team to create the required information for the TIF district and beginning to incur costs. In order for him to continue with the process and investing money as well as time, he would like to put the parcel under contract. The Letter of Terms states the Land Bank and Dev Properties will begin negotiations for a contract while the city works towards the creation of a TIF district. Without the TIF funding, the project will not be able to move forward.

Asking price of the lot is \$1 million and there are \$526,122 dollars in specials remaining from 2023 to pay off in 2026. The current offer is for Dev Properties to take over paying specials and pay \$400,000 in cash. They do need the gathering space as that will be the anchor for their development. MKEC has updated the renderings based on input from the Land Bank. The placement of the detention pond is ideal from a programming standpoint but will add cost from an engineering perspective as it is no longer in the existing downstream low area. Further several residential lots were lost, and the amount of street increased significantly. The development team will be at the meeting to share more details and answer any questions.

