



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



**I. CALL TO ORDER:** Council President Justin Smith

**II. ROLL CALL**

Greg Davied \_\_\_\_ Justin Smith \_\_\_\_ John Welch \_\_\_\_ Diane Wynn \_\_\_\_

**III. OPENING PRAYER:** Dr. Robert Lindsted

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

**V. PROCLAMATION:**

A. Luke Barnwell -Sunrise Christian Academy Men's Basketball Coach of the Year

B. Gradey Dick – Sunrise Christian Academy Men's Basketball Player of the Year

**VI. DETERMINE AGENDA ADDITIONS**

**VII. CONSENT AGENDA**

A. Minutes of the March 15, 2022 City Council meeting.

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

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

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

A. Consideration of approving Appropriations Ordinance 22-06 in the amount of \$1,326,479.85.

**Action:** Motion to (approve/ table/ deny) Appropriations Ordinance 22-06.

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

**IX. CITY REQUESTED APPEARANCES:** None

## **X. PUBLIC HEARING**

- A. IRB for Homestead Senior Residences, LLC** - The purpose of the public hearing is to give property owners and other interested parties the opportunity to speak on the proposed Industrial Revenue Bond and associated exemption from ad valorem taxation of property constructed or purchased with the proceeds from the IRB for Homestead Senior Residences, LLC (Homestead Senior Landing).

**Action:** Motion to close the public hearing.

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

- XI. 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.*

## **XII. REPORTS**

- A. Council Member Reports**
- B. City Attorney Report**
- C. City Manager Report**

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

- A. Consideration of A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Authorizing The Sale And Conveyance Of Certain Property To Sunflower Property Partners LLC.**

**Action:** Motion to (approve / deny / table) A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Authorizing The Sale And Conveyance Of Certain Property To Sunflower Property Partners, LLC, and authorize the Council President to sign.

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

- B. Consideration of A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Determining The Advisability Of Issuing Taxable Industrial Revenue Bonds For The Purpose Of Financing The Acquisition, Construction And Equipping Of A Commercial Facility To Be Located In The City; And Authorizing Execution Of Related Documents.**

**Action:** Motion to (approve / deny / table) A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Determining The Advisability Of Issuing Taxable Industrial Revenue Bonds For The Purpose Of Financing The Acquisition, Construction And Equipping Of A Commercial Facility To Be Located In The City; And Authorizing Execution Of Related Documents and authorize the Council President to sign.

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

**C. Consideration of purchasing a Compact Excavator for Public Works. The following quotes were received:**

**Bobcat      \$59,924.12**

**John Deere   \$61,815.46**

**Komatsu      \$74,000.00**

**Action:** Motion to (accept / deny / table) the quote from \_\_\_\_\_ at a cost of \$\_\_\_\_\_ for a new compact excavator and authorize the Council President to sign.

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

**D. Consideration of accepting a bid to install streetlights in Central Park.**

**Action:** Motion to (accept / deny / table) the quote from Atlas Electric in the amount of \$23,400.00 to install three street lights in Central Park and authorize the Council President to sign.

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

**E. Consideration of An Ordinance Providing For The Erection Of Stop Signs At A Certain Intersection (Rock Road and 53rd Street North).**

**Action:** Motion to (approve / deny / table) An Ordinance Providing For The Erection Of Stop Signs At A Certain Intersection; Specifying Particular Intersection (Rock Rd and 53rd Street North); And Providing For Penalties For The Violation Thereof, All Within The City Of Bel Aire, Sedgwick County, Kansas, and authorize the Council President to sign.

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

**F. Consideration of the Change Order Request from Pearson Construction for additional quantities of reinforcing steel and temporary pavement marking in the amount of \$39,281.90.**

**Action:** Motion to (approve / deny / table) the Change Order Request from Pearson Construction in the amount of \$39,281.90 for Woodlawn, 37th St N to 45th St N, and authorize the Council President to sign all related documents.

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

**G. Consideration of accepting the dedication of streets and other public ways, service and utility easements and land dedicated for public use as shown on the Final Plat of Chapel Landing 5th.**

**Action:** Motion to (accept / deny / table) the dedications within the Final Plat for Chapel Landing 5th and authorize all required signatures.

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

Jim Benage \_\_\_\_\_ Greg Davied \_\_\_\_\_

Justin Smith \_\_\_\_\_ Diane Wynn \_\_\_\_\_ John Welch \_\_\_\_\_

**H. Consideration of An Agreement with Homestead Senior Residences Bel Aire, L.L.C., Concerning The Development Of Homestead Senior Landing, Bel Aire, Sedgwick County, Kansas**

**Action:** Motion to (approve /deny / table) An Agreement Concerning The Development Of Homestead Senior Landing, Bel Aire, Sedgwick County, Kansas, and authorize the Council President to sign.

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

**I. Consideration of approving a Planned Unit Development (PUD) Agreement for the development of Lycee**

**Action:** Motion to (approve/ deny / table) the Planned Unit Development Agreement for the development of Lycee, Bel Aire, Sedgwick County, Kansas and authorize the Council President to sign.

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

**J. Consideration of An Agreement with Gregory Hiser Concerning The Development Of Lycee, Bel Aire, Sedgwick County, Kansas.**

**Action:** Motion to (approve/ deny / table) An Agreement Concerning The Development Of Lycee, Bel Aire, Sedgwick County, Kansas, and authorize the Council President to sign.

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

**K. Consideration of confirming Mayor Benage's Appointment of Councilmember Justin Smith to the Bel Aire Public Building Commission. Justin will complete the term of Joel Schroeder who resigned as Councilmember.**

**Action:** Motion to (confirm / deny / table) Mayor Benage's appointment of Councilmember Justin Smith to the Bel Aire Public Building Commission.

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

**L. Consideration of confirming Mayor Benage's Re-Appointment of Gary Northwall to the Bel Aire Tree Board. The term is two years.**

**Action:** Motion to (confirm / deny / table) Mayor Benage's re-appointment of Gary Northwall to the Bel Aire Tree Board.

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

**XIV. EXECUTIVE SESSION**

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

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

**XV. DISCUSSION AND FUTURE ISSUES**

**A. April 12 Workshop at 6:30 pm?**

**XVI. ADJOURNMENT**

**Action:** Motion to adjourn.

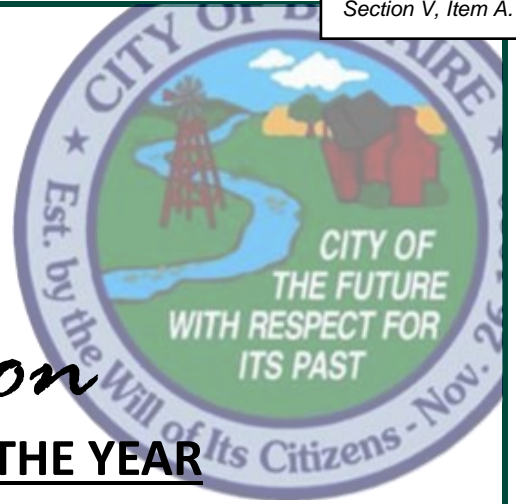
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

***Additional Attachments:***

**A. Manager's Report - April 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](http://www.belaireks.gov). Please make sure all cell phones and other electronics are turned off and put away.*



## *Proclamation*

### **LUKE BARNWELL COACH OF THE YEAR**

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, The Governing Body has the opportunity to pause from its legislative duties to recognize those who have made a unique impact on this community; and

WHEREAS, Sunrise Christian Academy was founded in Bel Aire by Dr. Robert Linsdsted in 1983 and has grown to over 540 students; and

WHEREAS, Sunrise Christian Academy Buffalos Basketball Team is ranked #1 in the country from the Freelance League; and

WHEREAS, Luke Barnwell has been head men's basketball coach since 2015; and

WHEREAS, Luke Barnwell received the 2022 Jersey Mikes' Naismith High School Coach of the year Award;

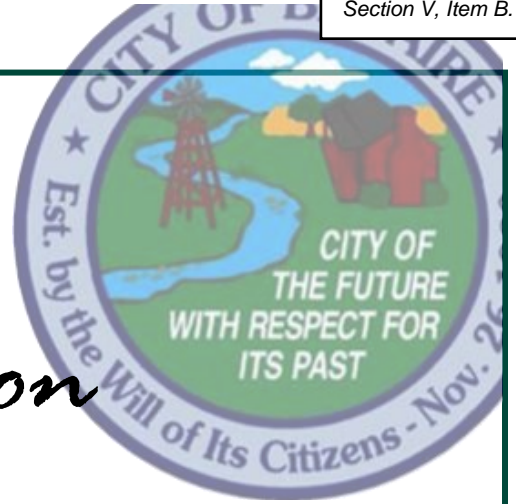
THEREFORE, I Justin Smith, Council President do hereby congratulate Luke Barnwell for his 2022 Naismith High School Coach of the Year Award for the second straight year and wish him and the SCA Basketball team the best of luck for the rest of the 2022 season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 5th day of April, 2022.

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Justin Smith, Council President





## *Proclamation*

### **GRADEY DICK PLAYER OF THE YEAR**

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, The Governing Body has the opportunity to pause from its legislative duties to recognize those who have brought a positive image to this community; and

WHEREAS, Sunrise Christian Academy was founded in Bel Aire by Dr. Robert Linsdsted in 1983 and has grown to over 540 students; and

WHEREAS, Gradey Dick is a senior at Sunrise Christian Academy playing on the men's basketball team; and

WHEREAS, Gradey Dick won the Gatorade National Player of the Year for the 2021—2022 season;

THEREFORE, I Justin Smith, Council President do hereby congratulate Gradey Dick for being named the 2022 Gatorade National Men's Basketball Player of the Year and wish him well at Kansas University for the 2022–2023 season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 5th day of April, 2022.

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Justin Smith, Council President







**MINUTES**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**March 15, 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, Dr. Joel Schroeder, Justin Smith, and John Welch. Diane Wynn was absent.

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel.

**III. OPENING PRAYER:** John Barkett 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 March 1, 2022 City Council meeting.**

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

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

**A. Consideration of Appropriations Ordinance 22-05 in the amount of \$593,153.94.**

**MOTION:** Councilmember Davied moved to accept Appropriations Ordinance 22-05. Councilmember Smith seconded the motion. ***Motion carried 4-0.***

**VIII. CITY REQUESTED APPEARANCES:** None.

**IX. CITIZEN CONCERNS:**



Bruce Roepke, 4300 N Rushwood Cir, spoke regarding concerns about protecting the tree canopy in Bel Aire. He asked if any existing regulations protect existing trees.

**X. REPORTS**

**A. Council Member Reports:** No reports were given.

**B. Mayor's Report**

Mayor Benage reported on the most recent meeting of the Sedgwick County Association of Cities (SCAC).

**C. City Attorney Report**

City Attorney Kelly gave an update on bills currently being discussed in the Kansas legislature.

**D. City Manager Report**

City Manager Lasher reported that most trash and recycling customers in Bel Aire will have new pick-up days, due to Waste Connections making changes to their routes. Waste Connections will send a postcard to each customer notifying them of the change and residents can see the information on the city’s website.

Spring Fest, including an egg hunt, will be held at the Rec Center on April 9<sup>th</sup>.

**XI. SPECIAL PRESENTATION:**

Councilmember Dr. Joel Schroeder announced that he is resigning from his position as Councilmember because he is moving out of Bel Aire for a new job. He stated he has enjoyed living here and will miss it. He encouraged the Council and Bel Aire residents to think long-term about how infrastructure may be maintained in the future if Bel Aire stops growing. Other communities are also facing these challenges. Will infrastructure for current residential developments be able to be maintained without new tax dollars and specials from new developments? He encouraged Bel Aire residents and Councilmembers to be mindful of this.

Mayor Benage thanked Dr. Schroeder for his service and presented him with a plaque and a medal.

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

**A. Consideration of accepting a bid for Rock Spring 4<sup>th</sup> Paving Improvements. Three bids were received:**

<u>Contractor</u>	<u>Paving</u>
Kansas Paving	\$728,675.80

Pearson	\$711,632.30
Prado	\$776,142.00
Engineer's Estimate	\$741,900.00

**MOTION:** Councilmember Smith moved to accept the bid from Pearson Construction in the amount of \$711,632.30 for Rock Spring 4<sup>th</sup> Paving Improvements and authorize the Mayor to sign all related documents. Councilmember Schroeder seconded the motion. *Motion carried 4-0.*

**B. Consideration of purchasing a new pump for the Rock Road Lift Station.**

**MOTION:** Councilmember Davied moved to accept the quote from JCI in the amount of \$37,501.00 for a new pump for the Rock Road Lift Station and authorize the Mayor to sign all related documents. Councilmember Welch seconded the motion. *Motion carried 4-0.*

**C. Consideration of A Resolution Of Support For A State-Owned Mental Health Hospital In Sedgwick County, Kansas.**

Mayor Benage invited citizen comments on this matter. John Barkett, 6223 Perryton Street, spoke in favor of the Resolution. He stated that he worked as a chaplain at the Larned state mental hospital and observed that patients from Sedgwick County had to travel a long distance to reach the hospital and often had transportation issues when they were released.

**MOTION:** Councilmember Smith moved to accept A Resolution Of Support For A State-Owned Mental Health Hospital In Sedgwick County, Kansas and authorize the Mayor to sign. Councilmember Schroeder seconded the motion. *Motion carried 4-0.*

**D. Consideration of a Farm Lease with Eldon and Harris Entz for Lots 6 & 7, Block B of the Sunflower Commerce Park.**

**MOTION:** Councilmember Schroeder moved to approve the Farm Lease with Eldon and Harris Entz for Lots 6 & 7, Block B of the Sunflower Commerce Park and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 3-0-1* with Councilmember Welch abstaining from the vote.

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

**XIV. DISCUSSION AND FUTURE ISSUES:** No other issues were discussed.

**XV. ADJOURNMENT**

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

The meeting adjourned at 7:48 p.m.

## CLAIMS REPORT

Section VIII, Item A.

Vendor Checks: 3/09/2022- 3/29/2022

Payroll Checks: 3/09/2022- 3/29/2022

AP ORD 22-06

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
ADOBE SYSTEMS, INC	ADOBE SUBSCRIPTION:PD		16.11	1280009	3/23/22
AFLAC	EMPLOYEE MONTHLY PREMIUM		736.51	1280010	3/14/22
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		18.75	67685	3/24/22
AMAZON CAPITAL SERVICES, INC	OFFICE SUPPLIES		1,161.28	1280012	3/24/22
STRUNK PUBLISHING, LLC	BREEZE AD;LEGAL PUBLICATIONS		564.80	67637	3/15/22
AT&T	INTERNET BACKUP		105.00	1280011	3/17/22
BEALL & MITCHELL, LLC	02/22 JUDGE TERRY BEALL		971.29	67639	3/15/22
BEL AIRE CHAMBER OF COMMERCE	2022 FESTIVALS SPONSORSHIPS		300.00	67686	3/24/22
BLUE CROSS & BLUE SHIELD OF KS	04/22 ID:0421210		34,433.04	1280013	3/23/22
CABELAS RETAIL WICHITA	COYOTE TRAPS		53.45	1280009	3/23/22
LIFELINE TRAINING, LTD	PD TRAINING:SMITHWICK		399.00	1280009	3/23/22
CARROT-TOP INDUSTRIES, INC	FLAGS FOR CH & RAB, REC		1,916.61	67640	3/15/22
CHARLIES CAR WASH LLC	FLEET CAR WASH		81.00	1280009	3/23/22
CENTRAL MECHANICAL WICHITA,LLC	CH ANNUAL HVAC SVC AGREEMENT		2,353.47	67643	3/15/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		755.39	1279927	3/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		79.29	1279925	3/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		194.64	1279926	3/16/22
CREATIVE AWARDS & SCREEN PRINT	PLAQUE:SCHROEDER		95.00	67644	3/15/22
DELTA DENTAL PLAN of KANSAS	03/22 MONTHLY PREMIUM		1,972.03	67645	3/15/22
DIGITAL OFFICE SYSTEMS	KONICA MINOLTA C224:		75.23	67646	3/15/22
DILLONS #0056	SR CLUB LUNCH SUPPLIES		8.97	1280009	3/23/22
EMPLOYERS MUTUAL CASUALTY CO	LIABILITY INSURANCE PREM		99,080.00	1280014	3/21/22
EMPAC, INC	EMPLOYEE ASSIST PROG:QTR #2		105.00	67647	3/15/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		250.00	1279957	3/16/22
FASTENAL COMPANY	HARDWARE		56.38	67648	3/15/22
FICA/FEDERAL W/H	FED/FICA TAX		21,474.30	1279953	3/16/22
FREMAR CORPORATION	PW ACCESS RD MATERIALS 139.62T		684.13	67649	3/15/22
GILMORE SOLUTIONS INC	CH SERVER 2 YR WARRANTY FINAL	1,528.74		1280015	3/24/22
GILMORE SOLUTIONS INC	2ND QTR IT SUPPORT SERVICE	14,250.00		1280016	3/24/22
GILMORE SOLUTIONS INC	CH SERVER 2 YR WTY DOWNPYT	1,400.00	17,178.74	1280017	3/21/22
MICHAEL GORDON	PER DIEM:SUAS DRONE CLASS	243.62		67679	3/15/22
MICHAEL GORDON	PER DIEM:DRONE CLASS ADD 1 DAY	46.00	289.62	67681	3/17/22
HAWKS INTER-STATE PESTMASTERS	03/22:PEST CONTROL:REC		160.52	67650	3/15/22
HEALTH CARE FLORAL	EMPLOYEE FLOWERS:DAVIS		69.90	1280009	3/23/22
HEART OF AMERICA CHAPTER,ICC	HOA MEMBERSHIP:PRICE		35.00	1280009	3/23/22
INSURANCE CENTER, INC	CYBER SECURITY INS EXTENSION		413.18	1280018	3/22/22
PJI PHOTOGRAPHY	COUNCIL PHOTOS		764.00	67651	3/15/22
JASONS DELI Q25	SR PLANNING MTG MEAL		53.34	1280009	3/23/22
JOHNSON CONTROLS FIRE PROTECTI	FIRE ALARM MONITORING:CH		787.76	67652	3/15/22
JOSHUA ENLOW	REFUND SOCCER REGISTRATION		38.00	67688	3/24/22
KANSAS GOLF & TURF, INC	BLOWER REPAIR		123.18	67653	3/15/22
KANSAS MAYORS ASSOCIATION	2022 DUES:BENAGE		50.00	67654	3/15/22
KTA - TRANSA TEMP - RET	TOLLS		21.70	1280009	3/23/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		452.65	67689	3/24/22
KFC	SR CLUB LUNCH		207.74	1280009	3/23/22
KS CRIMINAL JUSTICE INFORM SYS	KCJIS CONF:ATTEBERRY		101.48	1280009	3/23/22
KANSAS DEPT OF REVENUE	STATE TAX		3,495.50	1279956	3/16/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		242.61	1280023	3/24/22
KANSAS GAS SERVICE	GAS SVC:REC		813.08	1280021	3/24/22
KANSAS GAS SERVICE	GAS SVC:CH		726.91	1280024	3/24/22
KANSAS GAS SERVICE	GAS SVC:POOL		140.43	1280022	3/24/22
K P E R S	KPERS 2		12,046.06	1279955	3/16/22

## CLAIMS REPORT

Section VIII, Item A.

Vendor Checks: 3/09/2022- 3/29/2022

Payroll Checks: 3/09/2022- 3/29/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KANSAS STATE UNIVERSITY	DRONE TRAINING:GORDON		495.00	1280009	3/23/22
KANSAS STATE TREASURER	02/22:COURT FEES		1,178.28	67690	3/24/22
THE UNIVERSITY OF KANSAS	LANGFORD:LEADERSHIP DEVELOPMEN		35.00	67656	3/15/22
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY		784.00	67657	3/15/22
LEAGUE OF KS MUNICIPALITIES	GOVERNING BODY HANDBK x4		172.00	67658	3/15/22
LOGMEIN USA, INC	REMOTE SOFTWARE:HENRY		58.19	1280009	3/23/22
INDUSTRIAL UNIFORM COMPANY LLC	PW:EMPLOYEE JACKETS		26.00	67659	3/15/22
MENARDS WICHITA EAST	CH MAINT MATERIALS		55.64	1280009	3/23/22
MOORE WATER TREATMENT	02/22 WATER SERVICE		67.30	67662	3/15/22
ONESOURCE TECHNOLOGY, INC	OFFICE 365 HOST/OFFSITE BACKUP		1,234.00	67664	3/15/22
O'REILLY AUTOMOTIVE, INC	AUTO SUPPLIES:REC		35.00	1280009	3/23/22
ORIN FRIESEN	SENIOR CENTER PRESENTATION		50.00	67665	3/15/22
P P & J CONSTRUCTION INC	SIDEWALK REPAIRS		18,755.00	67693	3/24/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	25.50		1280025	3/21/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	221.29		1280026	3/11/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	690.38		1280027	3/18/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	117.48	1,054.65	1280028	3/25/22
PITNEY BOWES GLOBAL FINANCIAL	L/P POSTAGE METER:QTR #1		261.45	1280030	3/24/22
PITNEY BOWES GLOBAL FINANCIAL	MONTHLY POSTAGE	500.00		1280019	3/21/22
PITNEY BOWES GLOBAL FINANCIAL	MONTHLY POSTAGE	500.00	1,000.00	1280029	3/21/22
POWDER TECH,LLC	BB GOAL POWDER COAT		750.00	1280009	3/23/22
PB PARENT HOLDCO, LP	PW:FIRE EXT INSP/CERT ANNUAL		202.75	67695	3/24/22
QUILL	OFFICE SUPPLIES	121.55		1280034	3/24/22
QUILL	OFFICE SUPPLIES	21.24		1280035	3/24/22
QUILL	OFFICE SUPPLIES	9.54		1280036	3/24/22
QUILL	OFFICE SUPPLIES	142.56		1280037	3/24/22
QUILL	OFFICE SUPPLIES	1.20		1280038	3/24/22
QUILL	COPY PAPER	280.60		1280039	3/24/22
QUILL	OFFICE SUPPLIES	58.48		1280040	3/24/22
QUILL	TONER	160.18	795.35	1280041	3/24/22
RESTREAM, INC.	LIVE STREAM SERVICE		15.20	1280009	3/23/22
SAMSLUB #6418	COMPUTER SCREEN:PZ CLERK		199.96	1280009	3/23/22
SECURITY 1ST TITLE LLC	CITY ZONING PROJECT		150.00	67666	3/15/22
SEDGWICK CO DEPT OF FINANCE	02/22 PRISONER HOUSING FEES		150.15	67697	3/24/22
SHERWIN WILLIAMS 707563	PAINT/SUPPLIES:CH		56.90	67667	3/15/22
RASHELL D LASHBROOK	03/22 JANITORIAL SVC:CH,REC,PW		2,618.19	67684	3/17/22
SPROUT SOCIAL	SOCIAL MEDIA TOOL		50.15	1280009	3/23/22
SUMNER GROUP INC	TA2552CI OVERAGE		559.74	67669	3/15/22
SUPERIOR RUBBER STAMP & SEAL	COURT STAMP		61.00	67670	3/15/22
TARGET #00019448	STAFF SUPER BOWL PRIZE		55.66	1280009	3/23/22
THE HOME DEPOT 2204	BA PARK BB GOAL PAINT		155.11	1280009	3/23/22
THEODORE R WALLENDER	ASSIST IMAGINEIT-AVL/CAD		300.00	67674	3/15/22
UNDERGROUND VAULTS & STORAGE	FILE RETRIEVAL/INTERFILING		12.00	67675	3/15/22
ICMA RETIREMENT 304804	CITY MGR 457		986.53	1279954	3/16/22
VISION ALLIANCE MARKETING,LLC	03/22 COURT SERVICES OFFICER		400.00	67699	3/24/22
VISTA PRINT	BUSINESS CARDS: CHIEF-MAST		129.99	1280009	3/23/22
WALL STREET JOURNAL	SUBSCRIPTION		116.97	1280009	3/23/22
WEX BANK	FUEL		2,840.00	1280042	3/22/22
ZIPS #4	CAR WASH:PZ		8.60	1280009	3/23/22
			-----		
	01 GENERAL TOTAL		242,027.83		

# CLAIMS REPORT

Vendor Checks: 3/09/2022- 3/29/2022

Section VIII, Item A.

Payroll Checks: 3/09/2022- 3/29/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
WATER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		22.50	67685	3/24/22
AMAZON CAPITAL SERVICES, INC	PRINTER TONER		389.99	1280012	3/24/22
ASCE WICHITA	ASCE LUNCH MTG:STEPHENS		11.00	1280009	3/23/22
BANK OF NEW YORK MELLON TRUST	03/22 WATER DEBT SVC	48,152.53		1279913	3/15/22
BANK OF NEW YORK MELLON TRUST	541071:03/22 O&M WATER	41,281.31	89,433.84	1279915	3/15/22
BEST BUY 00000513	PHONE:PW		119.99	1280009	3/23/22
BLUE CROSS & BLUE SHIELD OF KS	04/22 ID:0421210		4,545.75	1280013	3/23/22
CENTRAL PS&S HOLDINGS, LLC	STERLING TRUCK STARTER		689.73	67641	3/15/22
CHISHOLM CREEK UTILITY AUTH.	03/22 CUA CONTINGENCY		3,000.00	67642	3/15/22
COX COMMUNICATIONS, INC	I.T.BACKUP:WATER TOWER		77.48	1279924	3/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		51.50	1279927	3/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		95.15	1279925	3/16/22
DELTA DENTAL PLAN of KANSAS	03/22 MONTHLY PREMIUM		279.54	67645	3/15/22
EMPLOYERS MUTUAL CASUALTY CO	LIABILITY INSURANCE PREM		24,507.00	1280014	3/21/22
FICA/FEDERAL W/H	FED/FICA TAX		2,325.75	1279953	3/16/22
FREMAR CORPORATION	PW ACCESS RD MATERIALS 139.62T		684.13	67649	3/15/22
FUZZY'S TACO SHOP	STAFF MEAL:UB-CUST SERV		65.29	1280009	3/23/22
KANSAS ONE-CALL SYSTEM, INC.	LOCATE FEES:444 FOR 02/22		266.40	67655	3/15/22
KANSAS RURAL WATER ASSOCIATION	KRWA CONF 2022:STEPHENS		205.00	1280009	3/23/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		304.25	67689	3/24/22
KANSAS DEPT OF REVENUE	STATE TAX		405.25	1279956	3/16/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		291.13	1280023	3/24/22
KANSAS GAS SERVICE	GAS SVC:PUMPHOUSE		196.67	1280020	3/24/22
KANSAS GAS SERVICE	GAS SVC:CH		49.56	1280024	3/24/22
K P E R S	KPERS TIER 3		1,372.50	1279955	3/16/22
KS SOCIETY PROFESSIONAL ENGINE	KSPE WATER SEMINAR:STEPHENS		75.00	1280009	3/23/22
INDUSTRIAL UNIFORM COMPANY LLC	PW:EMPLOYEE JACKETS		26.00	67659	3/15/22
MCDONALD TINKER PA	LEGAL:NEW CUA AGREEMENT		1,303.75	67660	3/15/22
POSTMASTER	03/22 POSTAGE:UTILITY BILLS		417.42	67680	3/16/22
PUBLIC WORKS & UTILITIES	8,035,500 GAL:01/26-03/04/22		36,378.98	1280032	3/14/22
PB PARENT HOLDCO, LP	PW:FIRE EXT INSP/CERT ANNUAL		100.75	67695	3/24/22
QUILL	OFFICE SUPPLIES	18.74		1280033	3/24/22
QUILL	OFFICE SUPPLIES	23.35	42.09	1280034	3/24/22
RASHELL D LASHBROOK	03/22 JANITORIAL SVC:PW		103.22	67684	3/17/22
THE HOME DEPOT 2204	OVERHANG MATERIALS:PW		287.29	1280009	3/23/22
HD SUPPLY FACILITIES MAINTENAN	CHLORINE REAGENTS		256.78	67698	3/24/22
USPS PO 1946750085	MAIL WATER SAMPLES		28.80	1280009	3/23/22
WEBROOT SOFTWARE, INC	ANTIVIRUS SOFTWARE:PW		53.74	1280009	3/23/22
WEX BANK	FUEL		115.02	1280042	3/22/22
02 WATER UTILITY TOTAL			168,578.24		
SEWER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		22.50	67685	3/24/22
BANK OF NEW YORK MELLON TRUST	03/22 WASTEWATER DEBT SVC	60,746.55		1279914	3/15/22
BANK OF NEW YORK MELLON TRUST	541071:03/22 O&M WASTEWATER	33,541.81	94,288.36	1279916	3/15/22
BLUE CROSS & BLUE SHIELD OF KS	04/22 ID:0421210		1,052.39	1280013	3/23/22
CHISHOLM CREEK UTILITY AUTH.	03/22 CUA CONTINGENCY		2,820.00	67642	3/15/22
COX COMMUNICATIONS, INC	I.T.BACKUP:WATER TOWER		77.47	1279924	3/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		51.50	1279927	3/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		95.15	1279925	3/16/22
DELTA DENTAL PLAN of KANSAS	03/22 MONTHLY PREMIUM		172.20	67645	3/15/22

# CLAIMS REPORT

Vendor Checks: 3/09/2022- 3/29/2022

Section VIII, Item A.

Payroll Checks: 3/09/2022- 3/29/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
EMPLOYERS MUTUAL CASUALTY CO	LIABILITY INSURANCE PREM		10,256.00	1280014	3/21/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		200.00	1279957	3/16/22
FICA/FEDERAL W/H	FED/FICA TAX		2,140.06	1279953	3/16/22
FREMAR CORPORATION	PW ACCESS RD MATERIALS 139.62T		684.13	67649	3/15/22
HARBOR FREIGHT TOOLS 882	SOLAR PANEL-EPOXY:PW		71.98	1280009	3/23/22
KANSAS ONE-CALL SYSTEM, INC.	LOCATE FEES:444 FOR 02/22		266.40	67655	3/15/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		234.15	67689	3/24/22
KANSAS DEPT OF REVENUE	STATE TAX		340.33	1279956	3/16/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		291.13	1280023	3/24/22
KANSAS GAS SERVICE	GAS SVC:CH		49.57	1280024	3/24/22
K P E R S	KPERS TIER 3		1,308.06	1279955	3/16/22
INDUSTRIAL UNIFORM COMPANY LLC	PW:EMPLOYEE JACKETS		26.00	67659	3/15/22
MCDONALD TINKER PA	LEGAL:NEW CCUA AGREEMENT		1,303.75	67660	3/15/22
POSTMASTER	03/22 POSTAGE:UTILITY BILLS		417.42	67680	3/16/22
PUBLIC WORKS & UTILITIES	BULK SEWER 01/31-03/01/22		21.10	1280031	3/14/22
PB PARENT HOLDCO, LP	PW:FIRE EXT INSP/CERT ANNUAL		100.75	67695	3/24/22
RASHELL D LASHBROOK	03/22 JANITORIAL SVC:PW		103.19	67684	3/17/22
THE HOME DEPOT 2204	OVERHANG MATERIALS:PW		147.76	1280009	3/23/22
WICHITA BINDERY	SEWER NOTICES		125.00	67678	3/15/22
03 SEWER UTILITY TOTAL			116,666.35		
SPECIAL STREET & HIWAY					
AFLAC	EMPLOYEE MONTHLY PREMIUM		138.08	1280010	3/14/22
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		11.25	67685	3/24/22
BLUE CROSS & BLUE SHIELD OF KS	04/22 ID:0421210		2,083.06	1280013	3/23/22
CENTRAL PS&S HOLDINGS, LLC	STERLING TRUCK STARTER		689.74	67641	3/15/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		47.57	1279925	3/16/22
DELTA DENTAL PLAN of KANSAS	03/22 MONTHLY PREMIUM		63.54	67645	3/15/22
DILLONS #0056	STAFF MEALS:SNOW REMOVAL DAYS		146.35	1280009	3/23/22
EMPLOYERS MUTUAL CASUALTY CO	LIABILITY INSURANCE PREM		12,378.00	1280014	3/21/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING		7,420.44	1279931	3/17/22
FASTENAL COMPANY	HARDWARE		90.75	67648	3/15/22
FICA/FEDERAL W/H	FED/FICA TAX		344.28	1279953	3/16/22
FREMAR CORPORATION	PW ACCESS RD MATERIALS 139.62T		684.16	67649	3/15/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		451.89	67689	3/24/22
KANSAS DEPT OF REVENUE	STATE TAX		41.58	1279956	3/16/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		145.56	1280023	3/24/22
K P E R S	KPERS		267.48	1279955	3/16/22
INDUSTRIAL UNIFORM COMPANY LLC	PW:EMPLOYEE JACKETS		26.00	67659	3/15/22
MENARDS WICHITA EAST	MAILBOX REPAIR:PW		68.71	1280009	3/23/22
MIDWEST TRUCK EQUIPMENT INC	F550 SNOWPLOW STAND ASSEMBLY	406.56		67661	3/15/22
MIDWEST TRUCK EQUIPMENT INC	SAND SPREADER HYDRAULIC VALVE	1,048.51	1,455.07	67691	3/24/22
MURPHY TRACTOR & EQUIPMENT	SNOW PLOW EDGE BOLTS		129.36	67663	3/15/22
PB PARENT HOLDCO, LP	PW:FIRE EXT INSP/CERT ANNUAL		100.75	67695	3/24/22
THE HOME DEPOT 2204	PRESSURE WASHER:PW		965.27	1280009	3/23/22
TRAFFIC CONTROL SERVICES, INC.	SPEED LIMIT SIGNx2		95.00	67672	3/15/22
OMAHA TRUCK CENTER	STERLING TRUCK ALTERNATOR		210.78	67673	3/15/22
WEX BANK	FUEL		594.95	1280042	3/22/22
BERRY COMPANIES, INC	CHAIN BOOMER		103.98	67700	3/24/22
04 SPECIAL STREET & HIWAY TOTAL			28,753.60		

# CLAIMS REPORT

Vendor Checks: 3/09/2022- 3/29/2022

Section VIII, Item A.

Payroll Checks: 3/09/2022- 3/29/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CAPITAL IMPRV RESERVE P P & J CONSTRUCTION INC	SIDEWALK REPAIRS		2,200.00	67693	3/24/22
	05 CAPITAL IMPRV RESERVE TOTAL		2,200.00		
EQUIPMENT RESERVE AXON ENTERPRISES, INC	TASERS x10		3,950.00	67638	3/15/22
KANSAS GOLF & TURF, INC	EZMARK MOWER PURCHASE		12,399.00	67653	3/15/22
	06 EQUIPMENT RESERVE TOTAL		16,349.00		
CAPITAL PROJECTS P P & J CONSTRUCTION INC	DEER RUN SIDEWALK Project# 2016-06D	20,000.00	20,000.00	67693	3/24/22
	09 CAPITAL PROJECTS TOTAL		20,000.00		
LAND BANK FUND SECURITY 1ST TITLE LLC	CITY VACATE PROCESS V-22-01		285.00	67696	3/24/22
	10 LAND BANK FUND TOTAL		285.00		
CAPITAL PROJECTS #2 FUND STRUNK PUBLISHING, LLC	BREEZE AD;LEGAL PUBLICATIONS		777.60	67637	3/15/22
GARVER	ROCK SPR 4TH ADD:PH1		45,544.45	67687	3/24/22
CONSPEC INC	SKY VIEW PAVING		163,605.60	67682	3/17/22
MCCULLOUGH EXCAVATION, INC.	ROCK SPR 4TH:AD SWD/WDS/SS		122,647.72	67683	3/17/22
MKEC ENGINEERING, INC	VILLAS PRESTWICK PAVING PH2		9,224.20	67692	3/24/22
PEARSON CONSTRUCTION LLC	VILLAS PRESTWICK PH2:PAVE/STOR		310,668.75	67694	3/24/22
UTILITY MAINTENANCE CONTRACTOR	REMOVE/RELOCATE FIRE HYDRANT		6,200.00	67677	3/15/22
	33 CAPITAL PROJECTS #2 FUND TOTAL		658,668.32		
	Accounts Payable Total		1,253,528.34		
Payroll Checks					
	01 GENERAL		59,403.92		
	02 WATER UTILITY		6,270.26		
	03 SEWER UTILITY		6,062.63		
	04 SPECIAL STREET & HIWAY		1,214.70		
	Total Paid On: 3/16/22		72,951.51		
	Total Payroll Paid		72,951.51		
	Report Total		1,326,479.85		

At.  
3.30.22



[Sunflower Property Partners' Letterhead]

\_\_\_\_\_, 2022

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

KS StateBank  
3020 N. Cypress, Suite 100  
Wichita, KS 67226

Re: City of Bel Aire, Kansas  
Taxable Industrial Revenue Bonds, Series 2016  
(Sunflower Property Partners LLC and Midwest Sunflower LLC)

Ladies and Gentlemen:

This is to advise that Sunflower Property Partners LLC hereby elects to exercise the option to purchase the Projects as described in Section 17.1 of the Leases between the City of Bel Aire, Kansas, as Issuer, and Sunflower Property Partners LLC, a Kansas limited liability company, as Tenant and as successor Tenant to Midwest Sunflower LLC, as authorized by Ordinance No. 607 and 608 of the Issuer. Closing is proposed to be on April \_\_, 2022.

Very truly yours,

SUNFLOWER PROPERTY PARTNERS LLC

By: \_\_\_\_\_  
Name:  
Title:

Gilmore & Bell, P.C.  
03/28/2022

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

The governing body met in regular session at the usual meeting place in the City Council on April 5, 2022, at 7:00 p.m., the following members being present and participating, to wit:

Absent:

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

\* \* \* \* \*

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE,  
KANSAS AUTHORIZING THE SALE AND CONVEYANCE OF CERTAIN  
PROPERTY TO SUNFLOWER PROPERTY PARTNERS LLC**

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:

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

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

Thereupon, the Council President declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. \_\_\_\_\_ and was signed by the Council President and attested by the Clerk.

\* \* \* \* \*

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**CERTIFICATE**

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

[SEAL]

---

Clerk

Gilmore & Bell, P.C.  
03/28/2022

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF  
BEL AIRE, KANSAS AUTHORIZING THE SALE AND  
CONVEYANCE OF CERTAIN PROPERTY TO SUNFLOWER  
PROPERTY PARTNERS LLC**

**WHEREAS**, pursuant to Ordinance No. 607 and a Bond Agreement dated December 22, 2016, the City of Bel Aire, Kansas (the "Issuer") has previously issued its Taxable Industrial Revenue Bonds, Series 2016 (Sunflower Property Partners LLC) in the original principal amount not to exceed \$1,500,000 (the "Sunflower Bonds") to finance the cost of acquiring, constructing and equipping a facility to be used for commercial purposes (the "Sunflower Project"), such Sunflower Project having been leased to Sunflower Property Partners LLC, a Kansas limited liability company (the "Tenant") pursuant to a Lease dated as of December 22, 2016 between the Issuer and the Tenant (the "Sunflower Lease"); and

**WHEREAS**, pursuant to Ordinance No. 608 and a Bond Agreement dated December 28, 2016, the Taxable Industrial Revenue Bonds, Series 2016 (Midwest Sunflower LLC) in the original principal amount not to exceed \$1,000,000 (the "Midwest Bonds") to finance the cost of acquiring, constructing and equipping a facility to be used for commercial purposes (the "Midwest Project"), such Midwest Project having been leased initially to Midwest Sunflower LLC, and subsequently assigned to Sunflower Property Partners LLC, a Kansas limited liability company pursuant to a Lease dated as of December 28, 2016 between the Issuer and the Tenant, as successor to Midwest Sunflower LLC (the "Midwest Lease"); and

**WHEREAS**, the Tenant desires to exercise its options to purchase the Sunflower Project and the Midwest Project (collectively, the "Project") under Section 17.1 of the Sunflower Lease and the Midwest Lease (collectively, the "Lease"), and Tenant is not in default under the Lease; and

**WHEREAS**, the Tenant had made all the payments of Basic Rent and Additional Rent pursuant to the Lease and all principal and interest on the Bonds has been paid or payment has been provided for; and

**WHEREAS**, KS StateBank, as fiscal and paying agent for the Bonds, has certified that none of the Sunflower Bonds or the Midwest Bonds (collectively, the "Bonds") remain outstanding; and

**WHEREAS**, the Tenant has provided the City written notice of its intent to exercise its option to purchase the Project;

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

**Section 1.** The Council President and Clerk are authorized and directed to execute a special warranty deed, a bill of sale and a Release of Lease, in substantially the forms submitted to the Governing Body concurrently with the adoption of this Resolution. The Clerk is directed to deliver the executed special warranty deed, a bill of sale and a release of lease to the Tenant.

**Section 2.** The Council President and Clerk are hereby further authorized and directed to sign such other instruments and certificates as shall be necessary and desirable in connection with this Resolution, and are hereby further authorized to take such further actions as may be necessary to accomplish the purposes of this Resolution.

**Section 3.** This Resolution shall take effect and be in full force immediately after its adoption by the Issuer.

**ADOPTED** by the governing body of the City of Bel Aire, Kansas on April 5, 2022.

CITY OF BEL AIRE, KANSAS

\_\_\_\_\_  
Council President

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk

**THIS CONVEYANCE IS FOR THE PURPOSE OF RELEASING SECURITY FOR A DEBT OR OTHER OBLIGATION AND IS EXEMPT FROM THE REQUIREMENTS OF A SALES VALIDATION QUESTIONNAIRE PURSUANT TO K.S.A. 79-1437e(2).**

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made April \_\_, 2022 between the City of Bel Aire, Kansas, a municipal corporation, as Grantor, and Sunflower Property Partners LLC, a Kansas limited liability company, as Grantee;

**WITNESSETH**, that said Grantor, in furtherance of the terms of certain Leases dated as of December 22, 2016 and December 28, 2016 between Grantor and Grantee, and as authorized by a Resolution duly adopted by the governing body of the Grantor, and by these presents does hereby convey to Grantee, its successors and assigns, all the following described real estate in Sedgwick County, Kansas:

Lot 5, Block A, Sunflower Commerce Park, an Addition to the City of Bel Aire,  
Sedgwick County, Kansas,

for the sum of \$100.00 and other valuable consideration;

**TO HAVE AND TO HOLD**, the premises described, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, to Grantee and to its successors and assigns forever; and Grantor hereby covenants that the premises are free and clear of all encumbrances whatsoever, except (a) those to which the title was subject on the date of conveyance to Grantor, or to which title became subject with Grantee's written consent, or which resulted from any failure of Grantee to perform any of its covenants or obligations under the Lease from Grantor referred to above, (b) taxes and assessments, general and special, if any, and (c) the rights, titles and interests of any party having condemned or attempting to condemn title to, or the use for a limited period of, all or any part of the premises conveyed; and that it will warrant and defend the title to the premises to Grantee and Grantee's successors and assigns forever against the lawful claims and demands of anyone claiming by, through or under it.

**IN WITNESS WHEREOF**, Grantor has executed this deed and affixed its corporate seal on the day and year first above written.

[SEAL]

ATTEST:

**CITY OF BEL AIRE, KANSAS**  
a municipal corporation

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

\_\_\_\_\_  
Justin Smith, Council President

STATE OF KANSAS                    )  
  ) SS:  
COUNTY OF SEDGWICK            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2022 by Justin Smith, Council President, and Melissa Krehbiel, Clerk, respectively, of the City of Bel Aire, Kansas, on behalf of said City.

[SEAL]

\_\_\_\_\_  
Notary Public

My appointment expires:

\_\_\_\_\_



**BILL OF SALE**

In furtherance of the terms of certain Leases dated as of December 22, 2016 and December 28, 2016 between the City of Bel Aire, Kansas, as Assignor, and Sunflower Property Partners LLC, a Kansas limited liability company, as Assignee, and for valuable consideration, Assignor hereby transfers, assigns and conveys to Assignee, all personal property purchased with the proceeds of the City of Bel Aire, Kansas, Taxable Industrial Revenue Bonds, Series 2016 (Sunflower Property Partners LLC) and Taxable Industrial Revenue Bonds, Series 2016 (Midwest Sunflower LLC).

[SEAL]

ATTEST:

**CITY OF BEL AIRE, KANSAS**  
a municipal corporation

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

\_\_\_\_\_  
Justin Smith, Council President

STATE OF KANSAS                                 )  
  ) SS:  
COUNTY OF SEDGWICK                         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2022 by Justin Smith, Council President, and Melissa Krehbiel, Clerk, respectively, of the City of Bel Aire, Kansas, on behalf of said City.

[SEAL]

\_\_\_\_\_  
Notary Public

My appointment expires:

\_\_\_\_\_

## RELEASE OF LEASES

**WHEREAS**, the City of Bel Aire, Kansas (the "Issuer") entered into a Lease dated as of December 22, 2016 (the "Sunflower Lease") between the Issuer and Sunflower Property Partners LLC, a Kansas limited liability company (the "Tenant"); and

**WHEREAS**, the Issuer has heretofore entered into a Lease dated as of December 28, 2016 (the "Midwest Lease") between the Issuer and the Tenant, as successor to Midwest Sunflower LLC; and

**WHEREAS**, notice of the Sunflower Lease is recorded at Doc. #/Flm-Pg 29665116 in the office of the Sedgwick County Register of Deeds, and notice of the Midwest Lease is recorded at Doc. #/Flm-Pg 29666916 in the office of the Sedgwick County Register of Deeds; and

**WHEREAS**, the Issuer assigned its interest in each Lease to KS StateBank, acting as fiscal and paying agent for the Issuer and others for purpose of enforcement of the Tenant's covenants under each Lease, and the assignments are recorded at Doc. #/Flm-Pg 29665117 for the Sunflower Lease and Doc. #/Flm-Pg 29666917 for the Midwest Lease; and

**WHEREAS**, the Tenant has exercised its option to purchase the facilities described in the Sunflower Lease and Midwest Lease (collectively, the "Project") from the Issuer; and

**WHEREAS**, all of the Tenant's obligations to the Issuer under the Lease have been satisfied;

**THEREFORE**, the property described in the attached Schedule I is hereby released from any claim of the Issuer and the KS StateBank under the Lease as of April \_\_, 2022.

### CITY OF BEL AIRE, KANSAS

By: \_\_\_\_\_  
Justin Smith, Council President

[SEAL]

ATTEST:

By : \_\_\_\_\_  
Melissa Krehbiel, Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS                                 )  
  ) SS:  
COUNTY OF SEDGWICK                         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2022 by Justin Smith, Council President, and Melissa Krehbiel, Clerk, respectively, of the City of Bel Aire, Kansas, on behalf of said City.

[SEAL]

By: \_\_\_\_\_  
Notary Public

My appointment expires:  
\_\_\_\_\_

**KS STATEBANK**

By:\_\_\_\_\_

Name:

Title:

STATE OF KANSAS )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of April, 2022 by \_\_\_\_\_ as \_\_\_\_\_ of the KS StateBank, a state banking association or corporation.

[SEAL]

---

Notary Public

My appointment expires: \_\_\_\_\_  
Date

***SCHEDULE I***

**PROPERTY SUBJECT TO LEASE**

(a) The following described real estate located in Sedgwick County, Kansas, to wit:

Lot 5, Block A, Sunflower Commerce Park, an Addition to the City of Bel Aire,  
Sedgwick County, Kansas,

said real property constituting the "Land" as referred to in said Lease.

(b) All buildings, improvements, machinery and equipment now or hereafter constructed, located or installed on the Land pursuant to said Lease, constituting the "Improvements" as referred to in said Lease, together with any substitutions or replacements therefor any "Project Additions" as referred to in said Lease, the property described in paragraphs (a) and (b) of this Schedule I together constituting the "Project" as referred to in said Lease.

## KS STATEBANK'S CERTIFICATION

Re: City of Bel Aire, Kansas  
Taxable Industrial Revenue Bonds, Series 2016  
(Sunflower Property Partners LLC)  
and  
Taxable Industrial Revenue Bonds, Series 2016  
(Midwest Sunflower LLC)  
(collectively, the "Bonds")

The undersigned, on behalf of KS StateBank, as fiscal and paying agent, with respect to the referenced Bonds, hereby certifies that as of the date hereof, no Bonds remain outstanding under the Bond Agreements, dated December 22, 2016 and December 28, 2016 authorizing and securing the Bonds, and all fees and expenses of KS StateBank in connection with such Bonds have been paid in full.

Dated: \_\_\_\_\_, 2022

**KS STATEBANK**

By: \_\_\_\_\_  
Name:  
Title:

(Published in *The Ark Valley News*, March 24, 2022)

**NOTICE OF PUBLIC HEARING  
AND OF  
ISSUANCE OF TAXABLE INDUSTRIAL REVENUE BONDS**

Public notice is hereby given that the City Council of the City of Bel Aire, Kansas (the "Issuer"), will conduct a public hearing on April 5, 2022 at 7:00 p.m., or as soon thereafter as may be heard at City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas, in regard to the issuance by the Issuer of its Taxable Industrial Revenue Bonds (Homestead Senior Residences Bel Aire, LLC), in a principal amount not to exceed \$8,000,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued by the Issuer under authority of K.S.A. 12-1740 *et seq.*, as amended, to pay the costs of the acquisition, construction and equipping of a 36-unit senior residence facility to be located at the Southeast corner of Oliver Street and 53<sup>rd</sup> Street North in the City. The Issuer further intends to lease such facility to Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company (the "Tenant"). The governing body of the Issuer will not pass an ordinance authorizing the issuance of such revenue bonds until the public hearing has been concluded.

Notice is further given, in accordance with K.S.A. 12-1744e, that the Issuer intends to issue the Bonds and lease the facility to the Tenant as set out above.

A copy of this Notice, together with a copy of the inducement resolution of the Issuer to be considered for adoption on April 5, 2022, indicating the intent of the governing body of the Issuer to issue such Bonds and a report analyzing the costs and benefits of such property tax exemption are on file in the office of the Clerk, or will be as soon as completed, and available for public inspection during normal business hours.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified.

Dated: March 24, 2022

CITY OF BEL AIRE, KANSAS

Melissa Krehbiel, Clerk



Gilmore & Bell, P.C.  
03/11/2022

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS**

**WHEREAS**, the City of Bel Aire, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Bel Aire, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

**WHEREAS**, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in a principal amount not to exceed \$8,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a commercial facility (the "Project") to be located in the Issuer and to be leased by the Issuer to Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company, (the "Tenant").

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

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed \$8,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein. The Issuer consents to the assignment of the Letter of Intent, dated February 15, 2022 (the "LOI"), from Homestead Affordable Housing, Inc. to Homestead Senior Residences Bel Aire, LLC.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Bond Agreement, Site Lease, Project Lease and other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to Homestead Senior Residences Bel Aire, LLC (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt

of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

**Section 4. Property Tax Exemption.** The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals. Pursuant to the LOI, the Issuer may revoke any ad valorem property tax abatement or impose a payment in lieu of taxes in the amount of any ad valorem property taxes abated in the event the City Council finds, upon the fourth year, that Homestead Senior Residences Bel Aire, LLC did not achieve its capital investment of \$8,000,000 and employment goal of 2 full time employees.

**Section 5. Sales Tax Exemption.** The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

**Section 6. Reliance by Tenant; Limited Liability of Issuer.** It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

**Section 7. Further Action.** The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 8. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2022, unless extended by affirmative vote of a majority of the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City of Bel Aire, Kansas on April 5, 2022.

[SEAL]

\_\_\_\_\_  
Justin Smith, Council President

Attest:

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

**CERTIFICATE**

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

DATED: April \_\_\_, 2022.

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

Gilmore & Bell, P.C.  
03/11/2022

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

The governing body met in regular session at the usual meeting place in the City on April 5, 2022, at 7:00 p.m., the following members being present and participating, to wit:

Absent:

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

\* \* \* \* \*

(Other Proceedings)

Among other business, in accordance with a notice published on March 24, 2022, in *The Ark Valley News*, a public hearing was held by the governing body relating to the proposed issuance of Taxable Industrial Revenue Bonds (Homestead Senior Residences Bel Aire, LLC) in a principal amount not to exceed \$8,000,000 (the "Bonds") and regarding an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. All interested persons were afforded an opportunity to present their views on the issuance of the Bonds, the location and nature of the Project to be financed with the proceeds of the Bonds and the exemption from ad valorem taxation. Thereupon, the public hearing was closed.

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE,  
KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE  
INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE  
ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL  
FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION  
OF RELATED DOCUMENTS**

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

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

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

Thereupon, the Council President declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. \_\_\_\_\_ and was signed by the Council President and attested by the Clerk.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting hereupon 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

March 24, 2022

Board of Education  
Unified School District No. 259  
The Alvin E. Morris Administrative Center  
903 S. Edgemoor  
Wichita, Kansas 67218

County Clerk  
Board of County Commissioners  
Sedgwick County Courthouse  
525 N. Main  
Wichita, Kansas 67203

Re: Not to Exceed \$8,000,000  
City of Bel Aire, Kansas  
Taxable Industrial Revenue Bonds  
(Homestead Senior Residences Bel Aire, LLC)

We have enclosed for your information a Notice of the Public Hearing and Issuance of Taxable Industrial Revenue Bonds proposed by the City of Bel Aire, Kansas pursuant to K.S.A. 12-1749c and K.S.A. 12-1749d, as amended.

Very truly yours,

CITY OF BEL AIRE, KANSAS

Melissa Krehbiel, Clerk

Enclosure



Gilmore & Bell, P.C.  
03/11/2022

### **AFFIDAVIT OF MAILING AND PUBLICATION**

I, the undersigned, of lawful age, upon oath or affirmation, hereby declare under the penalties of perjury:

1. I am the duly appointed and acting Clerk of the City of Bel Aire, Kansas, and I was the duly appointed and acting Clerk at all times referred to in this affidavit.

2. On March 24, 2022, I mailed a letter and attached Notice of Public Hearing addressed as follows:

Board of Education  
Unified School District No. 259  
The Alvin E. Morris Administrative Center  
903 S. Edgemoor  
Wichita, Kansas 67218

County Clerk  
Board of County Commissioners  
Sedgwick County Courthouse  
525 N. Main  
Wichita, Kansas 67203

The foregoing items were mailed by first-class mail with adequate postage. Each envelope was endorsed with the return address of my office. Copies of the letter and notice mailed are attached to this affidavit.

3. Neither package was returned undelivered.

4. The Notice of Public Hearing mailed as stated above was published once in *The Ark Valley News*, the official City newspaper, on March 24, 2022, which date was at least seven days prior to the date the public hearing was held. A true copy of the affidavit of publication of the Notice of Hearing is attached to this affidavit.

---

Melissa Krehbiel, Clerk

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF SEDGWICK    )

Subscribed and sworn or affirmed before me this \_\_\_\_day of April, 2022.

[SEAL]

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_  
Typed or Printed Name of Notary Public

\_\_\_\_\_

CITY OF BEL AIRE  
STAFF REPORT

**DATE:** March 15, 2022  
**TO:** Ty Lasher, City Manager  
**FROM:** Dave Leiker, Public Works Director  
**RE:** Compact Excavator Purchase Recommendation

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## Background

Public Works has two backhoes it uses to complete multiple tasks including excavation and loading materials. We have a 2004 Caterpillar and a 2016 John Deere and both of these machines are used frequently to perform many tasks such as; loading trucks, repairing water leaks, installing new water services, cleaning ditches, and performing street work. However, staff is recommending the addition of a new smaller compact excavator to work in tight spaces. A compact excavator would streamline our efforts to complete certain services currently accomplished with our backhoes and do so with added efficiency and safer operation. The growth of the city has offered us some new challenges and Public Works is now in need of a compact excavator to improve and provide additional services. In fact, we have rented a compact excavator to install playground equipment and install and move water services.



## Discussion

Compact excavators perform similar tasks as a backhoe but offer many advantages over a backhoe. These machines are more compact and are on rubber tracks which causes less damage to yards and working surfaces. The 360 degree articulation improves visibility which increases safety for the operator and workers. Increased rotation of the bucket allow for spoils to be placed further from the trench or excavation which prevents cave-ins. This machine has a smaller footprint and the rubber tracks distribute the weight across a much larger area. This puts less pressure per square foot on the working surface which minimizes rutting and the destruction of property. On soft or wet ground, which happens during water leaks, the backhoe tires and outriggers sink into the ground causing stability issues and damage property. In addition, projects such as irrigation repairs or playground equipment installations can be completed without causing ruts and damaging turf and landscaping. Smaller bucket

sizes allow us to work in tight areas and stay further away from underground utilities such as gas, electric, and fiber optic cables. Also, a mechanical thumb is included on this machine for handling brush and secondary hydraulics allow for attachments such as a concrete breaker or plate compactor. This excavator needs to be trailered and we already own a trailer that is rated to haul the machine safely. We would appreciate adding this



machine to our equipment inventory to improve quality, increase efficiency, and provide a safer work environment. Thank you for your consideration for this purchase.

### Recommendation

Public Works has received quotes from Komatsu and John Deere, both have similar specifications as the Bobcat E35. Several other local cities have purchased this same machine so it's been made available for purchase on the *Kansas State Purchasing Contract*.

Staff recommends the purchase of the Bobcat R2-Series Compact Excavator from White Star Equipment in the amount of \$59,924.12.

COMPANY	MODEL	COST
White Star Equipment (Bobcat)	Bobcat R2-Series (With extendable arm)	\$ 59,924.12
Murphy Tractor (John Deere)	2022 John Deere 35 G (No extenable arm)	\$ 61,815.46
Berry Tractor (Komatsu)	Komatsu pc 35 mr-5 (No extendable arm)	\$ 74,000.00



# Bobcat

## Product Quotation

Quotation Number: MMB-00144

Date: 2022-03-10 11:52:55

Customer Name/Address:	Bobcat Delivering Dealer	<b>ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer</b>
CITY OF BEL AIRE G900294 4103 N Woodlawn Blvd Bel Aire, KS 67220-3846	White Star Machinery & Supply 3223 N HYDRAULIC WICHITA KS 67219-1213 Phone: (316) 838-3321 Fax: (316) 832-1375 Zack Simmons (316) 680-9845	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
<b>E35 25HP R2-Series Bobcat Compact Excavator</b>	M3409	1	\$36,101.10	\$36,101.10
E66 Extendable Arm Package	M3409-P08-E66	1	\$15,568.70	\$15,568.70
Extendable Arm	Heated High Back Cloth Suspension Seat with Headrest			
Enclosed Cab with Auto HVAC	Clamp			
Bobcat 7-inch Touch Display	Hydraulic X-Change			
Radio	Second Auxiliary Hydraulics			
Bluetooth	Angle Blade			
Keyless Start	Travel Motion Alarm			
18" MX3 XCHG TEETH	7323842	1	\$967.48	\$967.48
24" MX3 XCHG TEETH	7323530	1	\$1,041.96	\$1,041.96
36" MX3 XCHG GRADING	7333978	1	\$997.88	\$997.88

Total of Items Quoted	\$54,677.12
Dealer P.D.I.	\$200.00
Freight Charges	\$1,355.00
Dealer Assembly Charges	\$0.00
Other Charges: Material and Logistics	\$3,692.00
Quote Total - US dollars	\$59,924.12

Notes:

\*Prices per the Kansas NASPO Construction - SW192

\*Terms Net 60 Days. Credit cards accepted.

\*FOB Destination

\*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.

\*TID# 38-0425350

\***Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

\*Quote valid for 30 days

**ORDER ACCEPTED BY:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME AND TITLE**

\_\_\_\_\_  
**PURCHASE ORDER NUMBER**

**DELIVERY ADDRESS:** \_\_\_\_\_

**BILLING ADDRESS (if different than Ship To):** \_\_\_\_\_

**TAX EXEMPT?** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

**Exempt in the State of** \_\_\_\_\_

**Tax Exempt ID:**

**FEDERAL -** \_\_\_\_\_

**STATE -** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Quote Id:** 26234904

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Prepared For:  
**CITY OF BEL AIRE**



Prepared By: **TRAVIS GOEKEN**

Murphy Tractor & Equipment  
5255 N Deere Road  
Park City, KS 67219

Tel: 316-942-1457  
Mobile Phone: 316-708-3778  
Fax: 316-744-0391  
Email: [tgoeken@murphytractor.com](mailto:tgoeken@murphytractor.com)

# Selling Equipment

**Quote Id:** 26234904

**Customer:** CITY OF BEL AIRE

## 2022 JOHN DEERE 35G Compact Excavator

**Hours:** 0  
**Stock Number:** 211583

Description	Qty
2022 JOHN DEERE 12" TRACKS, CAB, 5'8"	1
<b>Standard Options - Per Unit</b>	
300MM RUBBER TRACK	1
SUSPENSION SEAT - CLOTH	1
5'8"(1.72M)LONG ARM/LNG LEAD	1
CAB WITH HEATER & AIR CONDIT	1
<b>Dealer Attachments</b>	
34 in. (863 mm) Ditching, 5.9 cu. ft. (0.17 cu. m), 35 Size Pin Grabber Coupler Bucket	1
24 in. (610 mm) Heavy Duty, 4.0 cu. ft. (0.11 cu. m), 35 Size Pin Grabber Coupler Bucket	1
18 in. (457 mm) Heavy Duty, 2.8 cu. ft. (0.08 cu. m), 35 Size Pin Grabber Coupler Bucket	1
THUMB, 35G PIN GRABBER COMPACT EXCAVATOR, W/ SELECTOR VALVE	1
Pin Kit - Pin Grabber Coupler Attachments - 35	3
35 Size Hydraulic Variable Pin Grab Coupler	1
<b>Service Agreements</b>	
John Deere Extended Warranty - 24 Month / 2000 Hour Comprehensive Warranty	
<b>Other Charges</b>	



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**Quote Summary****Prepared For:**

CITY OF BEL AIRE  
7651 E CENTRAL PARK AVE  
WICHITA, KS 67226  
Business: 316-744-8609

**Prepared By:**

TRAVIS GOEKEN  
Murphy Tractor & Equipment  
5255 N Deere Road  
Park City, KS 67219  
Phone: 316-942-1457  
Mobile: 316-708-3778  
tgoeken@murphytractor.com

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<b>Quote Id:</b>	26234904
<b>Created On:</b>	11 March 2022
<b>Last Modified On:</b>	11 March 2022
<b>Expiration Date:</b>	18 March 2022

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**Equipment Summary**

2022 JOHN DEERE 35G Compact  
Excavator  
John Deere Extended Warranty-24  
Month / 2000 Hour Comprehensive  
Warranty

	<b>Qty</b>	<b>Extended</b>
--	------------	-----------------

1	
---	--

1	
---	--

**Equipment Total****\$ 61,815.46**

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**Quote Summary**

Equipment Total	\$ 61,815.46
SubTotal	\$ 61,815.46
Total	\$ 61,815.46
<b>Balance Due</b>	<b>\$ 61,815.46</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

## Berry Tractor & Equipment Co

**Address:**

930 S West St, Wichita, KS 67213

**Hours:**

Open · Closes 5PM

Phone: (316) 943-4246

**Sales Person:**

Atlee Prehiem

316-304-4245

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Komatsu pc 35 mr-5. With rubber tracks blade hydraulic coupler 18, 24, 36 inch buckets. Fob ict \$74,000. One year full warranty. 6-8 months lead time. Telescopic arm is not available.



March 18, 2022

City of Bel Aire

Re: Central park Post light addition

Atlas Electric is pleased to offer the following work:

- Provide and install 3- Post lights with LED lamps on the west side of roadway, Screw in bases, trenching, and backfill, conduit, and conductors
- Connect to existing lighting circuit
- Use #6 alum wire with copper/Alum rated terminations
- **Price for above work \$23,400.00**

**----Pricing valid for 30 days----**

**Thanks Jeff  
Atlas Electric LLC**

Summary of Ordinance No. \_\_\_\_\_  
City of Bel Aire, Kansas

On \_\_\_\_\_ the City of Bel Aire, Kansas, adopted Ordinance No. \_\_\_\_\_, regarding An Ordinance Providing For The Erection Of Stop Signs At A Certain Intersection, Rock Road and 53rd Street North. A complete copy of this ordinance is available online at <http://www.belaireks.org> under documents or during normal business hours at City Hall, located at 7651 East Central Park Ave., Bel Aire, KS 67226. The ordinance is not subject to a protest petition. Questions pertaining to this ordinance may be directed to Mr. Ty Lasher, City Manager, at (316) 744-2451. This summary has been reviewed and certified by Jacqueline Kelly, City Attorney.

(First published in The Ark Valley News on \_\_\_\_\_, 2022.)

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE PROVIDING FOR THE ERECTION OF STOP SIGNS  
AT A CERTAIN INTERSECTION; SPECIFYING PARTICULAR  
INTERSECTION; AND PROVIDING FOR PENALTIES FOR THE  
VIOLATION THEREOF, ALL WITHIN THE CITY OF BEL AIRE,  
SEDGWICK COUNTY, KANSAS.**

Be it ordained by the Governing Body of the City of Bel Aire, Kansas:

**Section 1. STOP SIGN LOCATION**

In order to address the crash patterns at the intersection of Rock Road and 53rd Street North, multiway stop controls shall be installed at this intersection as recommended by the Kansas *Traffic Engineering Assistance Program, Intersection Analyses* completed by Trans Systems Engineers (August of 2021).

When stop signs are erected and maintained giving notice thereof, drivers of vehicles shall stop at the following intersection before entering any of the following streets or portions of streets:

**53<sup>rd</sup> Street North**

When entering from Rock Road.

**Rock Road**

When entering from 53<sup>rd</sup> Street North.

**SECTION 2. Penalty.** The penalty for any person found guilty of failing to obey a stop sign shall be provided in the Uniform Traffic Code as adopted by the City of Bel Aire.

**SECTION 3. EFFECTIVE DATE.** This ordinance shall take effect and be in force from and after the publication of its summary in the Ark Valley News, the official City newspaper.

Passed by the Governing Body on \_\_\_\_ day of April, 2022.

Signed by the Council President this \_\_\_\_ day of April, 2022.

\_\_\_\_\_  
Council President, Justin Smith

ATTEST:

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

SEAL

City of Bel Aire, Kansas



## STAFF REPORT

DATE: March 17, 2022  
 TO: Ty Lasher, City Manager  
 FROM: Anne Stephens, Public Works Director  
 RE: Woodlawn Project – Proposed Change Order 5

### **Proposal Focus:**

#### Our Mission

- Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

#### Our Values

- Working Together – Departments working together as one team. Staff working with residents, HOA's and neighborhoods. Citizens working with each other.

### **Current Situation:**

As construction continues, it was noticed that the plan quantities for reinforcing steel, pavement markings were listed incorrectly in the original plans. This change order reflects an adjustment in quantities to the actual quantities used in the project. No additional days are being requested through this change order.

### **Goals:**

- To grow the City in an attractive, safe manner that is consistent with City standards.

### **Discussion:**

In my experience, change orders can generally be lumped into three categories.

1. **Unforeseen Circumstances** – A good example of this is from our Bristol Hollows subdivision project that is located on 53<sup>rd</sup> Street about half-way between Woodlawn and Oliver. During the earthwork phase, we encountered a sand seam and a lot of ground water. This is not something that could have been foreseen – as it is totally out of character with the soil in surrounding developments. Even if a geotechnical investigation had been performed during the design phase, this likely would not have been caught as only a few bore holes would have been drilled to get an idea of the subsurface conditions.
2. **Items omitted during the design but would have been included in the original bid if caught ahead of time.** These change orders are for items that would have been included in the original bid, so add no additional/duplicate cost to the project. In my opinion, this change order falls into this category. The design engineer had miscalculated the quantity of reinforcing steel and temporary pavement marking. The field engineer caught the miscalculations when they were measuring items for payment in the field. These items will be paid for at the bid price, so while there is an additional cost, the additional cost is no different than if the quantities had been correct in the original bid.
3. **Items that were omitted during the design, which caused changes to the design/project rendering changes to the design which makes other elements unnecessary, adding costs to the project** – this type of change order has the potential of

reimbursement from the design engineer under errors and omissions or negligence. A clear example of this type of change order occurred on the original Rock Spring project. When the project was initially designed, the existing ground surface and proposed ground surface did not match at the property line. There was a 2-3' difference at several locations throughout the property. This was brought up to the Engineer several times during the design phase and again into the construction, but the Engineer kept assuring us that it would work out. When the grading was nearing completion, the Engineer finally "discovered" their error. This resulted in a change order to re-grade a portion of the site, which ended up being charged back to the Engineer.

While it is very frustrating to keep having change orders, it is not uncommon on a project of this magnitude and complexity that is being conducted in a well-established corridor with numerous underground utilities.

### **Financials:**

The additional cost associated with this Change Order will be included in the bonds and paid for out of the general fund.

A summary of costs for the Woodlawn project is provided below:

Original Contract (Bid) Price	\$8,571,662.01
Change Order 1 (disincentive for temporary asphalt that did not meet specs)	(\$2,340.00)*
Change Order 2 (sanitary sewer line reconstruction)	\$27,038.00
Change Order 3 (working day adjustment for CO 2)	No change in cost
Change Order 4 (exploratory excavation for waterlines under UPRR (\$5,685.75) and water line lowering	\$59,655.75
Proposed Change Order 5 (quantity adjustment for steel and temporary traffic marking tape)	\$39,281.90
Total Contract Cost with Proposed Change Order 5	\$8,695,297.66

\* This is not the final quantity for this change order. It is a placeholder item to track deductions for asphalt throughout the project.

Change Orders of this sort are very typical on a project that occurs in a developed corridor. Plans are prepared utilizing the best available as-built information. The plans, in relation to the existing underground utility information, are only as accurate as the as-builts. Unfortunately, many of the utilities (water and sewer in particular) were installed decades ago and the specific as-built location is not accurate. As we move forward with the underground storm sewer installation, there will likely be additional change orders forth-coming as we run into unforeseen circumstances that need to be addressed. The storm sewer is designed on a very tight grade with very little room for adjustment. Unfortunately, this generally means that existing utilities need to be relocated out of the way of the proposed storm sewer. Once the underground work is completed, the likelihood of change orders decreases dramatically because the above ground features have been surveyed and designed around



or designated for removal and/or relocation. The location of underground features is more like looking into a black box and we have relied on inaccurate records for our designs.

One way to mitigate some of the issues on future projects is to “pothole” utilities during the design process. While this does not eliminate the potential for conflicts, since we are only taking a snapshot of utility locations and not uncovering entire lines, it should drastically reduce the number and remediation cost of them.

**Recommendation:**

In discussing our options with KDOT, they mentioned that the steel quantity included in this change order is for the RCB widening and was revised on Revision #2 to the Plans and is now considered authorized and acceptable work. KDOT’s contract documents require them to pay for authorized and acceptable work. The Type I and II tape has been placed for Phase 1 and Phase 2 traffic control. Unfortunately, at this point, Council’s only option, should they choose to exercise it, is to vote against work that is yet to be performed. Voting ‘no’ to this change order would bring considerable complications to the project.

Since this work has already been completed and represents an accurate reconciliation of costs, Staff recommends Council approve Pearson Constructions Change Order Request in the net amount of \$39,281.90.

DTC0050 STATE OF KANSAS - DEPARTMENT OF TRANSPORTATION PAGE: 1  
RUNDATE: 03 04 22 RUNTIME: 03:53 PM  
DISTRICT: 05  
AREA: 05  
COUNTY: SEDGWICK  
CONTRACTOR: PEARSON CONSTRUCTION LLC  
CHANGE ORDER: 5 CO TYPE: REGULAR/SUPPLEMENTAL

CONTRACT: 521092575 E  
PROJECT ID: -087 N 0678-01

CONTRACT ITEM CODE DESCRIPTION UNIT ADJUSTED QTY CONTRACT UNIT PRICE REVISED/OR NEW UNIT PRICE ADJUSTED AMOUNT  
LINE ITEM CONTRACT/ PREVIOUS AMOUNT SECTION PREV QTY  
61 025100 REINFORCING STEEL (GRADE 60) 11,470.000 1.1900 0.0000 13,649.30  
02 6,360.000 7,568.40 LBS.

The items on this change order do not affect working days.

Revised Quantity = 11470  
Contract Quantity = 6360  
-----  
Net Increase = 5110

This increase is due to a plan error in calculating the quantity of reinforcing steel. This error was corrected in plan revisions dated 2-18-2022.

140 070916 PAVEMENT MARKING (TEMP) 4" SOLID (TYPE I) 214.000 125.0000 0.0000 26,750.00  
14 21.400 2,675.00 STAL  
Tentative Quantity = 214.0  
Contract Quantity = 21.4  
-----  
Net Increase = 192.6

This increase is due to a plan error in calculating the quantity of temporary pavement marking.

141 070917 PAVEMENT MARKING (TEMP) 4" SOLID (TYPE II) 156.000 65.0000 0.0000 10,140.00  
14 15.600 1,014.00 STAL  
Tentative Quantity = 156.0  
Contract Quantity = 15.6  
-----

PAGE: 2

STATE OF KANSAS - DEPARTMENT OF TRANSPORTATION  
CHANGE IN PLANS AND CONSTRUCTION

DTC0050  
RUNDATE: 03 04 22    RUNTIME: 03:53 PM

DISTRICT: 05  
AREA: 05  
COUNTY: SEDGWICK  
CONTRACTOR: PEARSON CONSTRUCTION LLC  
CHANGE ORDER: 5    CO TYPE: REGULAR/SUPPLEMENTAL

CONTRACT: 521092575 E  
PROJECT ID: -087 N 0678-01  
FPN: STP-N067(801)

CONTRACT LINE ITEM SECTION	ITEM CODE	DESCRIPTION	UNIT	ADJUSTED QTY	CONTRACT UNIT PRICE	REVISED/OR NEW UNIT PRICE	ADJUSTED AMOUNT
----------------------------------	-----------	-------------	------	--------------	------------------------	------------------------------	--------------------

Net Increase = 140.4

This increase is due to a plan error in calculating the quantity of temporary pavement marking.

PREVIOUS TOTAL: 11,257.40

ADJUSTED TOTAL: 50,539.30  
NET CHANGE: 39,281.90

LPA (Optional) :  
CONTRACTOR :  
AREA/PROJECT ENGR :  
DISTRICT ENGINEER :  
BUREAU CHIEF :  
DIRECTOR :  
FHWA :

The undersigned hereby certifies, under the penalty of law for perjury or falsification, that I am authorized to submit this contract adjustment request on behalf of the Contractor and to bind the Contractor, the contract adjustment request is made in good faith and, to the best of the Contractor's knowledge and belief, is a true and complete statement of the actual costs and time incurred for the Contract Change and is authorized by the contract. I further certify that no additional claims will be submitted related to this contract adjustment request, and the Contractor has documentation that supports the contract adjustment request.

CONTRACTOR : \_\_\_\_\_ DATE: \_\_\_\_\_

city: \_\_\_\_\_ Date \_\_\_\_\_

*City of Bel Aire, Kansas*

## **STAFF REPORT**

DATE: February 21, 2022

TO: Governing Body, City Manager

FROM: Planning Commission

RE: February Planning Commission Meeting Report



### **SD-22-01 – Proposed Final Plat for approximately 54.99 acres (Chapel Landing 5<sup>th</sup>)**

**Case History:** This project originally came before the Planning Commission for re-zoning and preliminary platting in October, 2021. The re-zone request was denied. Following the meeting, the Developer requested that the case be heard again as the case was mis-represented as duplexes when it was planned for single family. Due to several issues, the case was not heard again until February, 2022, when the re-zoning request was denied (and subsequently withdrawn by the Developer) and the preliminary plat was passed.

Planning Commission reviewed the Woodlawn 53, LLC's request to replat approximately 54.99 acres of R-4 Residential in accordance with Article 4 of the City of Bel Aire Subdivision Regulations. The Commissioners studied the material provided by the applicant, including the proposed plat and other evidence presented by the representative for the applicant. The Commission conducted a public hearing on March 10, 2022 in relation to the application where interested parties and citizens were given the opportunity to be heard. Terry Cassady (5957 Forbes) expressed concerns regarding the quality of homes and the sizes. She is also concerned about public safety – increased density brings increased crime rates. She was questioning why there is no public safety (i.e. police) input into the plats prior to their submission to Planning Commission. Following the public hearing, the Planning Commission considered the evidence reviewed the report provided by permanent staff and found that the plat complied with all provisions and applicable regulations and laws.

Additional discussion centered around the width of the lots. The code provides for a 70' minimum width and an overall square footage of 8,400 SF. The agent for the applicant acknowledged that several of the lots did not meet the minimum width, but did meet the minimum square footage requirement. Staff was okay with the reduction in width, as long as the square footage was there. The agent also acknowledged that some of the lots did not meet the minimum 65' width, but was willing to make the adjustments to a minimum 65' minimum width.

Having thoroughly reviewed the issue, Planning Commission voted (by passing a 5-0 motion) to **approve the final plat with the stipulation to have staff confirm that changes have been made to a 65' minimum lot width, 6' side yard setbacks, 8,400 SF with a minimum lot depth of 120'.**

### **Sketch Plan – Elk Creek 3rd**

Planning Commission reviewed a sketch plat presented by KE Miller for Elk Creek 3<sup>rd</sup>, generally

located in the northwest corner of 45<sup>th</sup> and Elk Creek. The proposed development for this lot is similar to the Courtyards at Elk Creek patio homes. The Planning Commission discussed the density of the proposed development and the limited amount of parking and suggested taking part of Reserve B and add some parking stalls for residents.

No action was taken on this item.

# Affidavit of Publication

STATE OF KANSAS,  
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 17th day of February, 2022, with subsequent publications being made on the following dates:

\_\_\_\_\_, 2022      \_\_\_\_\_, 2022  
\_\_\_\_\_, 2022      \_\_\_\_\_, 2022  
\_\_\_\_\_, 2022      \_\_\_\_\_, 2022

Subscribed and sworn to before me this 17th day of February, 2022.

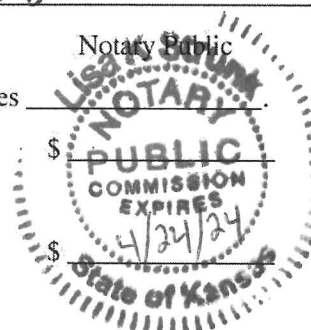
hls

Notary Public

My commission expires \_\_\_\_\_

Additional copies \$ \_\_\_\_\_

Printer's fee \$ \_\_\_\_\_



## Public notice

(Published in the Ark Valley News on Feb. 17, 2022.)

### OFFICIAL NOTICE OF ZONING HEARING

#### TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on March 10, 2022 the City of Bel Aire Planning Commission will consider the following Platting process in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

**SD-22-01.** Chapel landing, 5th Addition, final plat approximately 54.99 acres of the residential use zoning district.

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

**General Location:** ½ mile s of E 53rd St N and ¼ mile of Woodlawn Blvd..

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

DATED this 15 day of February 2022.

/s/ Anne Stephens  
Bel Aire Planning Commission Secretary



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



## FINAL PLAT REVIEW

Address of proposed project: Chapel Landing 5<sup>th</sup> final plat

This report is to document that on 3.1.22 the Zoning Administrator from the City of Bel Aire evaluated the above property plan for compliance of zoning and building requirements:

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

The review of the above property plan has been:

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

DATE 3/1/22

Keith Price  
REVIEWED BY

Comments: The rezoning request for this plat area was withdrawn before going to city council. The preliminary plat was approved by the planning commission based on feedback received.

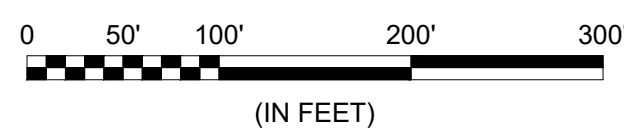
- Everyg has been contacted, Onegas has been contacted. Onegas had no requests.
- Lots were adjusted to meet the 8,400 s.f. requirement (lots 29-32, Block A and lots 36-41, Block F); not all lots meet the 70'x120' zoning rule including one that was adjusted. This appears to be way to provide different sized lots and appease all involved without changing the zoning. Add to the notes on the final plat -minimum lot size:8,400 s.f; minimum lot width:65' minimum, measured at right angles on the horizontal plain at the midpoint for non-rectangle lots; lot depth:120'
- The city engineer will contact Garver LLC direct with any item not covered with this review.
- The city 2018 Master growth plan figure 3.4 preferred Balanced Growth Residential suburban density.
- <http://www.belaireks.gov/DocumentCenter/View/3245/Chapter-18A-Zoning-Regulations-Adopted-2016> contains the Zoning Code. The landscape requirements, lot size, etc.

- <http://www.egovlink.com/belaire/docs/menu/home.asp> contains the Public Works tab to find the city standards information.



# 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



(A) = Assumed Kansas Zone South Grid Bearing  
P = Platted  
M = Measured  
C = Calculated  
CP = Calculated from Platted

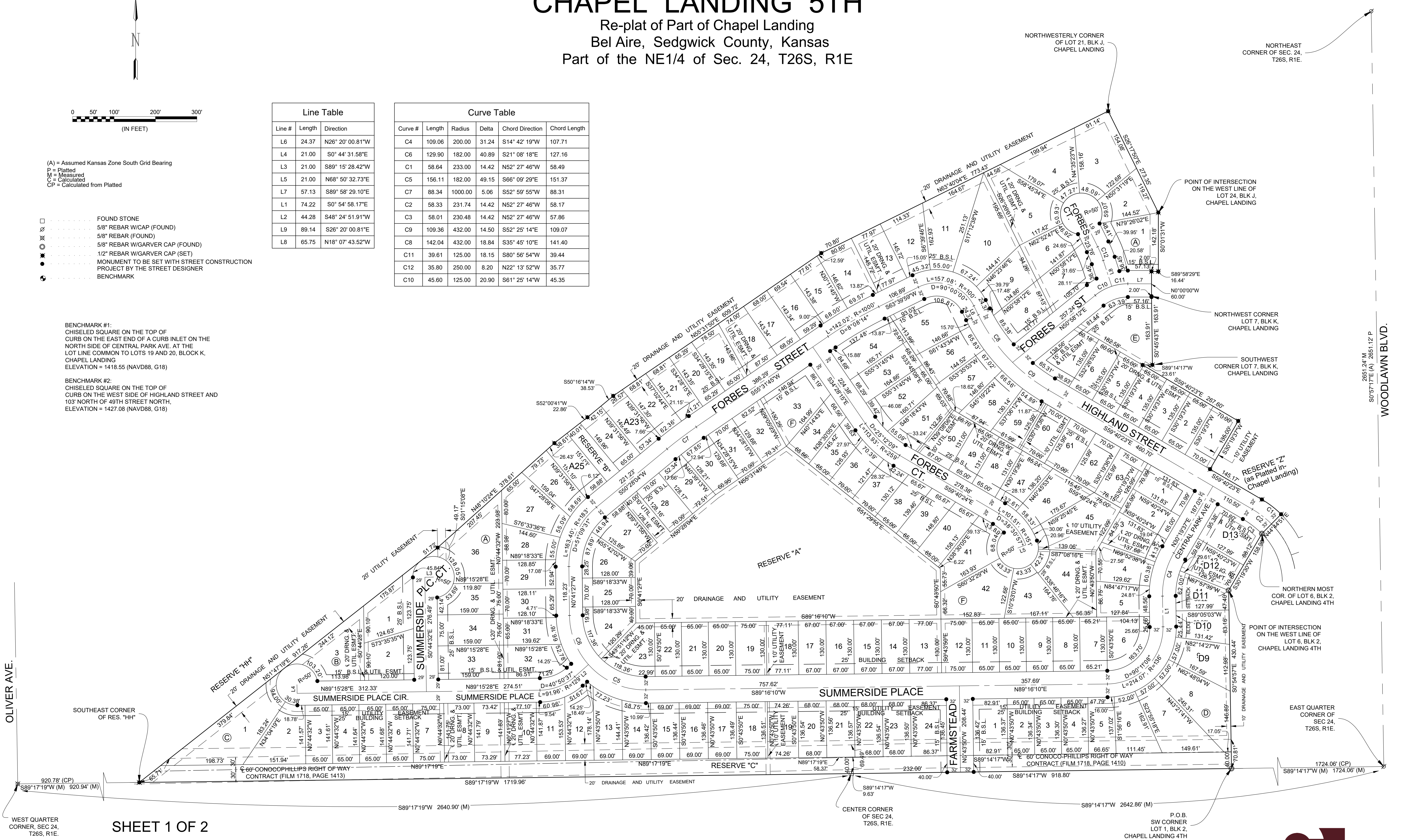
- FOUND STONE
- 5/8" REBAR W/CAP (FOUND)
- ⊗ 5/8" REBAR (FOUND)
- ⊗ 5/8" REBAR W/GARVER CAP (FOUND)
- ⊗ 1/2" REBAR W/GARVER CAP (SET)
- MONUMENT TO BE SET WITH STREET CONSTRUCTION PROJECT BY THE STREET DESIGNER
- ⊙ BENCHMARK

Line Table		
Line #	Length	Direction
L6	24.37	N26° 20' 00.81"W
L4	21.00	S0° 44' 31.58"E
L3	21.00	S89° 15' 28.42"W
L5	21.00	N68° 50' 32.73"E
L7	57.13	S89° 58' 29.10"E
L1	74.22	S0° 54' 58.17"E
L2	44.28	S48° 24' 51.91"W
L9	89.14	S26° 20' 00.81"E
L8	65.75	N18° 07' 43.52"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C4	109.06	200.00	31.24	S14° 42' 19"W	107.71
C6	129.90	182.00	40.89	S21° 08' 18"E	127.16
C1	58.64	233.00	14.42	N52° 27' 46"W	58.49
C5	156.11	182.00	49.15	S66° 09' 29"E	151.37
C7	88.34	1000.00	5.06	S52° 59' 55"W	88.31
C2	58.33	231.74	14.42	N52° 27' 46"W	58.17
C3	58.01	230.48	14.42	N52° 27' 46"W	57.86
C9	109.36	432.00	14.50	S52° 25' 14"E	109.07
C8	142.04	432.00	18.84	S35° 45' 10"E	141.40
C11	39.61	125.00	18.15	S80° 56' 54"W	39.44
C12	35.80	250.00	8.20	N22° 13' 52"W	35.77
C10	45.60	125.00	20.90	S61° 25' 14"W	45.35

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)



SHEET 1 OF 2

DWG FILE: 21S04022 PLATTING BASE  
PROJECT NO. 21S04022  
MARCH 2, 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 September 03, 2021 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

\_\_\_\_\_, Authorized Signatory  
Randel M. Harder

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.

State of Kansas )  
SS  
Sedgwick County)

The foregoing instrument acknowledged before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ Authorized Signatory, on behalf of Emprise Bank a Kansas limited liability company.

\_\_\_\_\_, 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.

\_\_\_\_\_, Chairperson  
James Schmidt

Attest:

\_\_\_\_\_, Secretary  
Anne Stephens

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:

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

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.

\_\_\_\_\_, County Clerk  
Kelly B. Arnold

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.

\_\_\_\_\_, Register of Deeds  
Tonya Buckingham

\_\_\_\_\_, Deputy  
Kenly Zehring

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 plain 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.



**AGREEMENT  
CONCERNING THE DEVELOPMENT  
OF HOMESTEAD SENIOR LANDING,  
BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between HOMESTEAD SENIOR RESIDENCES BEL AIRE, L.L.C., a Kansas Company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

**WHEREAS**, the DEVELOPER desires platting by the CITY of a tract of land more fully described below and herein referred to as HOMESTEAD SENIOR LANDING, Bel Aire, Sedgwick County, Kansas (hereinafter, HOMESTEAD SENIOR LANDING); and

All of Lot 1, Block A, Homestead Senior Landing, Bel Aire, Sedgwick County, Kansas.

**WHEREAS**, the CITY is willing to consider platting of said HOMESTEAD SENIOR LANDING;

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

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

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

The development of HOMESTEAD SENIOR LANDING shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development, and may result in suspension or termination of such building permit. It is understood by the parties that the final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted by the DEVELOPER and approved by the CITY in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

**HOMESTEAD SENIOR LANDING'S LEGAL DESCRIPTION:** The tract of land herein referred to as HOMESTEAD SENIOR LANDING, Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

All of Lots 1 through 7, Block A, Savute Commercial Park Addition, Bel Aire, Sedgwick County, Kansas.

**PERMITTED USE:** This lot will be rezoned to R-6, and construction upon such lot shall be limited to single and multi-family units.

#### 7.08 MULTI-FAMILY DISTRICT (R-6)

The zoning of property as R-6 Multi-Family District, is intended to provide for development of well-designed garden apartment complexes with emphasis on open space and access to light and air. The R-6 district allows development of up to twelve (12) dwelling units per net acre. Apartment projects in the R-6 district will all be low-rise developments with commonly maintained landscaped open space.

**A. Use Regulations.** No building, structure, land or premises shall be used, and no building or structure shall hereafter be erected, constructed, reconstructed, moved or altered except for one (1) or more of the uses set forth herein, or similar uses subject to all applicable development and performance standards.

**B. Permitted uses.** The following uses shall be permitted by right in the "R-6" Multi-Family District, subject to all applicable development and performance standards:

1. Multi-family (attached) dwellings with not less than 700 square feet minimum of living space.
2. Community Building for Residents, by approved Conditional Use Permit.

3. Community Building Parking for Residence, by approved Conditional Use Permit.

**C. Height and Area Regulations for R-6 Developments.** The maximum height of buildings and structures, the minimum dimensions of lots, setbacks for parking/paving and yards, and the minimum site area per dwelling unit permitted on any lot shall be as follows, except as otherwise provided in these Regulations relating to Height and Area Regulations, Exceptions, and requirements set forth within the Subdivision Code:

1. Minimum district size – one (1) net acre;
2. Minimum lot area per dwelling unit – three-thousand-six-hundred-thirty square feet (3,630 sq ft).
3. Maximum height:
  - a. Residences – one (1) story, not exceeding twenty-five (25) feet from finished grade.
  - b. Nonresidential structures and uses – seventy-five (75) feet, provided such structure is set back from all property lines a distance equal to

or

greater than its height.

4. Minimum front yard – thirty (30) feet from street right-of-way.

**D. Minimum side yards:**

1. Twenty (20) feet from property lines.
2. Seventy-five (75) feet from property lines adjoining land zoned C-2 through M-1 inclusive.
3. Corner lots – thirty (30) feet from street right-of-way

**E. Minimum rear yard:**

1. Thirty-five (35) feet from property line
2. Seventy-five (75) feet from property lines adjoining land zoned C-2 through M-1, inclusive.

**F. Minimum distance between building:** Twenty (20) feet

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

All lots covered by this Agreement shall be subject to the CITY'S storm water regulations. The Contractor shall install and the DEVELOPER maintains the storm water protection devices established by the CITY and the master drainage / grading plan until such time the devices are no longer needed due to the adequate establishment of ground cover. All lots covered by this agreement shall be kept clean, shall not pond water, shall be mowed to a height not exceeding eight (8) inches, and shall comply with all applicable laws and regulations pertaining to erosion control.

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

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

Vehicle access to the tract of land herein referred to as the HOMESTEAD SENIOR LANDING shall be limited to four entry points along Oliver, with no access to 53<sup>rd</sup> St N, as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in HOMESTEAD SENIOR LANDING shall be limited to vehicles under 20 tons. Construction traffic shall enter from Oliver. DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorists and neighbors. Any damage to Oliver between the South Entrance of the Plat and 53<sup>rd</sup> Street made by construction equipment shall be repaired by the DEVELOPER and/or contractor at no cost to the CITY. The repairs shall be made to the satisfaction of the CITY.

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

Any on-site detention ponds and associated inflow and outflow systems to the property as well as the reserves, and ditches are to be maintained by the DEVELOPER indefinitely unless transferred to a home owner's association or equal resolution approved by the CITY, excluding paving and utilities within dedicated rights of ways as indicated on plat

documents. Failure of the DEVELOPER to maintain such areas and property as described shall be grounds for the CITY to enforce this provisions as a nuisance abatement action, and charge all costs back to the DEVELOPER as set forth in K.S.A. 12-1617e.

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

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

**DRAINAGE PLAN.** The DEVELOPER must provide a maintenance plan within the HOA Covenant document that will provide adequate provisions to protect the master drainage plan. The Maintenance Drainage Plan will include but not limited to: how to initiate the maintenance process for the drainage plan, how to inspect, what to inspect, when to inspect, how to correct drainage problems that are discovered, the appropriate records to be maintained and designating the party responsible for maintaining such records. All maintenance records will be furnished to the City upon request.

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

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

**FENCING & SCREENING:** Fencing and screening methods and materials shall blend in with the architectural design of the buildings and to reasonably hide the materials, trash and recycling containers from ground view, and all fencing and screening methods and materials must be pre-approved in writing by the CITY. Vinyl coated chain link fencing materials and other similar fencing material may be allowed if such materials blend in with the architectural design elements of the building and adjacent sites. Any plans for outside storage facilities shall comply with the applicable ordinances and zoning regulations of the CITY and be submitted in writing to the CITY for prior approval. No barbed wire is allowed. If any fencing or screening is installed by the DEVELOPER along Oliver or other



areas during Development, all future maintenance and upkeep shall be performed by the DEVELOPER or HOA.

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

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

**HOMEOWNERS' ASSOCIATION.** DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, drainage systems, detention ponds and construction areas associated with HOMESTEAD SENIOR LANDING .

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

Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. The CITY shall perform the engineering design, construction and inspection of water mains and sanitary sewer mains, necessary for the platting and development of the tract of land herein referred to as the HOMESTEAD SENIOR LANDING , Bel Aire, Sedgwick County, Kansas. Said improvements shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. All utility easements shall be obtained and recorded prior to the solicitation of bids for the utility projects. The DEVELOPER shall reimburse the CITY for the actual costs of the engineering design, construction and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the HOMESTEAD SENIOR LANDING unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

The DEVELOPER shall dedicate any necessary public right-of-ways and easements. The DEVELOPER shall install, or cause to be installed, all improvements necessary for the platting and development of the tract of land herein referred to as the HOMESTEAD SENIOR LANDING. Said improvements to be installed include, but are not limited to



streets, curb, gutter, street signs, storm water system, sidewalks, water distribution system, sanitary sewer lines, corner pins, driveways and utilities. All streets, curb, gutter, street signs, storm water system and sidewalks shall be privately owned and maintained. The water distribution mains and appurtenances, sanitary sewer mains and manholes shall be publicly owned and maintained. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction. The DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government.

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

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

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

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

**MAINTENANCE:** DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, Oliver and 53<sup>rd</sup> right-of-way and construction outside boundaries of HOMESTEAD SENIOR LANDING .

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

The development of HOMESTEAD SENIOR LANDING shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development. The final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted and approved in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

**ROADWAYS, PARKING, DRIVES, and ACCESS:** The DEVELOPER shall cause to be installed, according to the design standards of the CITY, paved drives with curb and gutter per the approved site plan in HOMESTEAD SENIOR LANDING . All roadways, parking, and curb and gutter shall be privately owned and maintained. The community parking plan must be submitted for approval.

All driveways shall be per CITY ordinance. Access controls are as shown on the final plat of HOMESTEAD SENIOR RESIDENCE.

Vehicle access to the tract of land herein referred to as the HOMESTEAD SENIOR LANDING shall be limited to four entry points. Four along Oliver, with no access to 53<sup>rd</sup> St. N., as recommended by the Sedgwick County Fire Department for fire protection purposes for emergency vehicles. Traffic in HOMESTEAD SENIOR LANDING shall be limited to vehicles under 20 tons.

**SANITARY SEWER:** The DEVELOPER shall petition the CITY to perform the engineering design review, construction and inspection of collection lines, not less than (8) inches in diameter, to transport sewage and discharge to the proposed lift station in the northeast corner of the property. Said sewer main shall be dedicated to and owned and maintained by the CITY. Said sewer main shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted by the DEVELOPER-by separate instrument, prior to the solicitation of bids for the utility projects. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances. Each building shall have a separate sewer tap and service line.

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

Signs are to be maintained by the DEVELOPER indefinitely unless transferred to a home owner's association or equal resolution approved by the CITY. Failure of the DEVELOPER to maintain such areas and property shall be grounds for the CITY to enforce this provision as a nuisance abatement action, and charge all costs back to the DEVELOPER or HOA as set forth in K.S.A. 12-1617e.

**WATER:** The DEVELOPER shall petition the CITY to perform the engineering design, construction and inspection of transmission water lines minimum (8) inches in diameter, to the municipal water supply system of the City of Bel Aire, Kansas. Said water transmission lines shall be dedicated to and owned and maintained by the CITY. Lines shall be designed to loop. Said water transmission lines shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted to the CITY by the DEVELOPER and dedicated by separate instrument prior to the solicitation of bids for the utility projects. Each building is required to have a separate water tap and water line. All Water User Fees and Hook Up Fees are subject to City Ordinances.

**BONDING CAPACITY.** Assurances are to be provided whenever the CITY has been furnished a financial guarantee (irrevocable letter of credit, corporate completion bond, cashier's check, escrow account or cash) on 35% of the estimated principal cost of the project (engineering design, construction, inspections, temp note interest and administration). The Letter of Credit (LOC) or bond will be in the form approved by the CITY and name the City of Bel Aire as beneficiary. The assurances will serve to protect the general taxpayers of Bel Aire from subsidizing the special assessment debt. The assurance shall be filed prior to any debt being issued by the CITY for any of the expenses mentioned above and be in the equal to 35% of these same costs. It is understood that this letter of credit shall be automatically renewed for additional 1-year periods unless the DEVELOPER has notified the CITY. Provided there are no delinquent taxes or special assessments owed by the DEVELOPER, the financial guarantee will be released upon request of the DEVELOPER when development (issuance of satisfactory framing by the City of Bel Aire) of 35 percent of the properties covered by the LOC, the CITY will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released the CITY shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments.

#### **MISCELLANEOUS:**

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

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

**RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER:** Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of sewer and water facilities for HOMESTEAD SENIOR LANDING or other projects or additions, the costs for which shall be spread as special assessments against the addition on a fractional/square footage basis, but not for three (3) years, or until the year 2024.

The DEVELOPER agrees to assume responsibility to see that all original purchasers of lots in the Addition receive a copy of the Developer's Agreement and the Restrictive Covenant at the time of purchase.

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in HOMESTEAD SENIOR LANDING or any individual or entity who later becomes a DEVELOPER by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of this Development Agreement, and shall be liable for the payment of other costs and expenses payable by DEVELOPER hereunder which are incurred for improvements or facilities located on the lots or which are used or are available for the benefit of the lot or lots owned by the DEVELOPER.

Likewise, each DEVELOPER shall be responsible for the performance or compliance with other obligations or requirements contained herein which may be performed on the lot or lots owned by the DEVELOPER or which the DEVELOPER otherwise has the legal power and authority to perform. In the event any improvements or facilities are constructed on the lot or lot of a DEVELOPER not to serve the needs of that lot or lots, but rather to serve the needs of a lot or lots not owned by the DEVELOPER, the DEVELOPER shall have no liability or responsibility for the costs and expenses incurred in the construction or maintenance of those improvements or facilities.

Finally, in the event improvements or facilities are constructed and maintained to serve lots owned by more than one DEVELOPER or for the use of all DEVELOPERS, the costs and expenses for such construction and maintenance shall be paid by all DEVELOPERS whose lots are served by such improvements and facilities which costs and expenses shall be allocated to those DEVELOPERS whose lots are being served in the proportion that the number of square feet in the lots being served and respectively owned by them bears to the total square feet of all lots being served.

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

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

**THIS AGREEMENT** is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

HOMESTEAD SENIOR RESIDENCES BEL AIRE, L.L.C.,  
DEVELOPER OF HOMESTEAD SENIOR LANDING,  
Bel Aire, Sedgwick County, Kansas

BY: \_\_\_\_\_  
Tom A. Bishop, Member

THIS AGREEMENT was approved by vote of the City Council of the City of Bel Aire, Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
COUNCIL PRESIDENT, JUSTIN SMITH

SEAL

ATTEST:

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

ACKNOWLEDGEMENTS

STATE OF KANSAS  
COUNTY OF SEDGWICK

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, came Tom A. Bishop, Member of HOMESTEAD SENIOR RESIDENCES BEL AIRE, L.L.C., a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement as the Developer of HOMESTEAD SENIOR LANDING, Bel Aire, Sedgwick County, Kansas.

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

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

STATE OF KANSAS  
COUNTY OF SEDGWICK

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, came Mr. Justin Smith, who is known to me to be the Council President of Bel Aire, Kansas and who personally acknowledged execution of the foregoing Agreement Concerning the Development of the HOMESTEAD SENIOR LANDING, Bel Aire, Sedgwick County, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. Justin Smith.

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

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

PLANNED UNIT DEVELOPMENT AGREEMENT  
CONCERNING THE DEVELOPMENT  
OF LYCEE ADDITION  
TO THE CITY OF BEL AIRE, KANSAS

THIS AGREEMENT is made and entered into by and between GREGORY HISER, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Developer desires platting by the City of a tract of land more fully described below and herein referred to as LYCEE ADDITION to the City of Bel Aire, Kansas; and

WHEREAS, the City is willing to consider platting of said LYCEE ADDITION PUD Project;

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

PURPOSE. This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, is a condition precedent to final consideration by the City of the Developer's request for approval of the final plat on a tract of land more fully described below and herein referred to as the LYCEE ADDITION PUD project to the City of Bel Aire, Kansas.

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

A portion of the Southwest Quarter of Section 17, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as beginning at the Northwest corner of the Southwest Quarter of said Section 17; thence N89°32'56"E coincident with the north line of the Southwest Quarter of said Section 17, 355.32 feet to the northwest corner of Lot 2, Broadstone Villas, Bel Aire, Sedgwick County, Kansas; thence S00°39'06"E coincident with the west line of Lot 2 in said Broadstone Villas, 632.42 feet to the southwest corner of Lot 2 in said Broadstone Villas and to a point in the north line of an Easement for Right of Way recorded in the Sedgwick County Register of Deeds Office at DOC.#/FLM-PG:29195542; thence N89°59'54"W coincident with the north line of said Easement for Right of Way, 22.22 feet to a deflection point in the north line of said Easement for Right of Way; thence N82°36'36"W coincident with the north line of said Easement for Right of Way, 147.75 to a deflection point in the north line of said Easement for Right of Way; thence N89°59'54"W coincident with the north line of said Easement for Right of Way, 186.89 feet to a point in the west line of the Southwest Quarter of said Section 17; said point being 2039.45 feet north of the southwest corner of the Southwest Quarter of said Section 17; thence N00°37'38"W coincident with the west line of the Southwest Quarter of said Section 17, 610.59 feet to the point of beginning. Subject to road rights of way of record.

New legal description:

Lots 1, 2, 3, and 4, Block B, Lycee Addition, Bel Aire, Sedgwick County, Kansas.

#### PERMITTED USE.

The Lycee Addition to the City of Bel Aire, Kansas shall have the uses permitted in the "C-1" Neighborhood Commercial Office & Retail, "C-2" Planned Commercial and "R-6" Multi-Family District, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

##### "C-1 and C-2" (Lot 4, Block B):

- Small scale retail businesses
- Retail activities conducted wholly indoors
- Office
- C-2 Uses- Restaurant with alcohol sales; food venues to include patio dining and temporary structures as approved by the City Manager.
- Accessory structure as approved by the City Manager.
- Special Events permits approved by the City Manager
- C-1 permitted uses as define in Chapter 7 zoning code – section 7.11 Neighborhood Commercial, Office Retail

The minimum building setback shall be forty feet (40') from adjacent public right-of-way property lines. There shall be a minimum building setback of ten feet (10') along adjoining lots, if such adjoining lots are not maintained in common ownership. No building shall be constructed within a public utility easement.

**SITE:** The proposed construction project for Lot 4, Block B, consists of one building with a total 3,200 sq. ft. with paved parking, with no current plans of future growth or additions. The PUD and the Zoning code will govern any future growth. Lot 4 shall honor all existing easements on the Lot including the rural water easement, pipeline easement and KG&E easement. Prior to any development, all lots shall be maintained in accordance with the municipal code of the City of Bel Aire. Approval of a site circulation and pedestrian plan by the Zoning Administrator is required for each phase of construction prior to the issuance of a building permit.

##### "R-6" (Lots 1, 2, and 3, Block B):

- Duplex
- Multi-Family
- Adult Day-care
- Leasing office
- Playgrounds or community spaces.
- Accessory structures as approved by the city manager.

The minimum building setback shall be thirty feet (30') from adjacent public right-of-way property lines. There shall be a minimum building setback of ten feet (10') along adjoining lots,



if such adjoining lots are not maintained in common ownership. No building shall be constructed within a public utility easement.

**SITE:** The proposed construction project for Lots 1, 2, and 3, Block B, consists of a maximum of thirteen (13) buildings with each living unit having 1,000 to 1,500 sq. ft. of livable space on the ground floor with a maximum total 37,500 sq. ft. allowed on the ground floor of the parcel with paved parking for each unit. Each living unit shall have a maximum height of three stories. There is no current plans of future growth or additions. The PUD and the Zoning code will govern any future growth. Lots 1, 2, and 3, shall honor all existing easements on the Lots including the rural water easement, and pipeline easement. Prior to any development, all lots shall be maintained in accordance with the municipal code of the City of Bel Aire. Approval of a site circulation and pedestrian plan by the Zoning Administrator is required for each phase of construction prior to the issuance of a building permit.

**INFRASTRUCTURE INSTALLATION.** Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, streetlights, cable and telephone service shall be installed underground. The Developer shall be responsible for the costs of engineering design, construction and inspection of all private utility improvements (electricity, communications, telecommunications and gas) necessary for the platting and development of the tract of land herein referred to as the Lycee Addition in accordance with the utility extension requirements of each private utility company. Utility improvements shall be installed on city owned property or within public right of ways or easements. The expense of all such utility and sewer service within the property shall be borne by the Developer.

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

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

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

**LIGHTING.** A Security and/or parking lighting plan shall be submitted to the City for approval and comply with the City zoning ordinance. Outdoor lighting sources shall employ cutoff luminaires to minimize light trespass and glare. Electric lines shall be installed underground. Wood poles will not be allowed.

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

**WATER.** The City will provide access to the property line for public water in the utility easement located along Rock Road and along south property line per the approved City Engineer's drawings on file for Lycee Addition. Each unit or tenant space must have separate metered water supply installed to City standards. The Developer shall pay all Water User Fees and Hook Up Fees.

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

**LANDSCAPING & SCREENING.** The Developer shall submit and have approved by the City Manager, a "Landscape Plan" that is representative of the attached landscape concept plan. Landscaping to be provided as each phase of the Lycee Addition is developed. The "Landscaping Plan" shall show contours, utilities, size, and spread at planting, any type of ground cover, shrubs, and coordinate with the Drainage Plan and Site Plan for the project.

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

**FENCING & SCREENING.** All outside storage of trash and recycling storage containers shall be appropriately fenced and screened with fencing and screening methods and materials to blend in with the architectural design of the building and to reasonably hide the materials, trash and recycling storage containers from ground view and approved by the City. Wood privacy fence materials may be allowed if such materials blend in with the architectural design elements of the building and adjacent sites and shall be of the same height of any existing but a minimum of six (6') feet in height. If screening exists on either side of a developing property line that meets or exceeds the standards of the zoning code, additional

screening shall not be required. However, if at any time the existing screening fails to meet the requirements of the zoning code, compliance shall be attained by the property owners of the lot, or lots, in the PUD which fails to meet these requirements. Any plans for outside storage facilities shall comply with the applicable ordinances and zoning regulations of the City and be submitted in writing to the City for prior approval.

**BUILDING CONSTRUCTION MATERIALS & TYPE.** All building in the R-6 zoning district shall share uniform architectural character, color, texture, and the intent of the attached floor plan and building elevation. Building walls and roofs shall have a residential character and have predominately earth tone colors with brick or stone allowed as an accent material. Any variation of attached building elevations shall require the approval of the City Manager. All office/retail construction shall be designed utilizing materials that incorporate appropriate architectural and aesthetic elements as represented in the general guideline manual for the neighborhood commercial district and approved by the City.

**SIGNAGE.** All signage shall comply with the applicable ordinances and zoning regulations of the City and be submitted in writing to the City for approval. Each site shall be allowed one six-foot wide monument type entry sign, not exceeding 6 feet in height. Any future signage must be approved by the City Manager.

**PARKING.** A detailed parking plan shall be submitted to the City for approval. All handicap stalls shall be shown on the parking plan along with curbing in all parking areas and must meet with the City's Zoning Ordinance. Parking stalls shall be a minimum of nine feet (9') wide by eighteen (18') deep, with a two-foot (2') overhang if the front of the vehicle hangs into a six foot wide green space or six foot wide strip between parking stalls unless otherwise approved by the City.

**ACCESS ROADWAY.** All driveways shall be per city ordinance. One access entrance shall be allowed off Rock Road as per plat map for Lot 1; one joint access entrance shall be allowed off of Lycee St as per plat map for Lots 2 and 3; one access entrance shall be allowed off Rock Road as per plat map for Lot 4. Other access entrances off Rock Road may be approved by the City at the time of development of other lots. Lots 1, 2, and 3 shall have a cross lot agreement between lot owners for access. The width of all approaches shall be no less than twenty-four feet (24') and a maximum of thirty-five feet (35') unless otherwise approved by the City.

**SIDEWALKS.** Construction of a City sidewalk on the property line, or an approved alternative location, along Lycee St, to the east right-of-way line of Rock Road shall be required. The sidewalk must meet City and ADAAG standards. The property owner(s) as required by City Ordinance shall provide for the sidewalk maintenance and care.

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

The development of Lycee Addition project to the City of Bel Aire, Kansas shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by

the City, shall constitute a violation of the building permit authorizing construction of the proposed development. The final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted and approved in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the City.

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

**PURPOSE.** A specific purpose of this agreement is to assure that necessary improvements are in place to support development of the tract of land herein referred to as the Lycee Addition to the City of Bel Aire, Kansas. Therefore, the Developer's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The City reserves the right to clarify any conflicts between this document and plat.

**RECORDING.** The Developer shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds within 30 days of final approval and within 45 days provide City will proof of filing. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished by the Developer to the general contractor before building permits are issued.

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

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

\_\_\_\_\_  
GREGORY HISER, DEVELOPER

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

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

SEAL

ATTEST:

\_\_\_\_\_

CITY CLERK, MELISSA KREHBIEL

### ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, a Notary Public, came Gregory Hiser, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the LYCEE ADDITION PUD to the City of Bel Aire, Kansas.

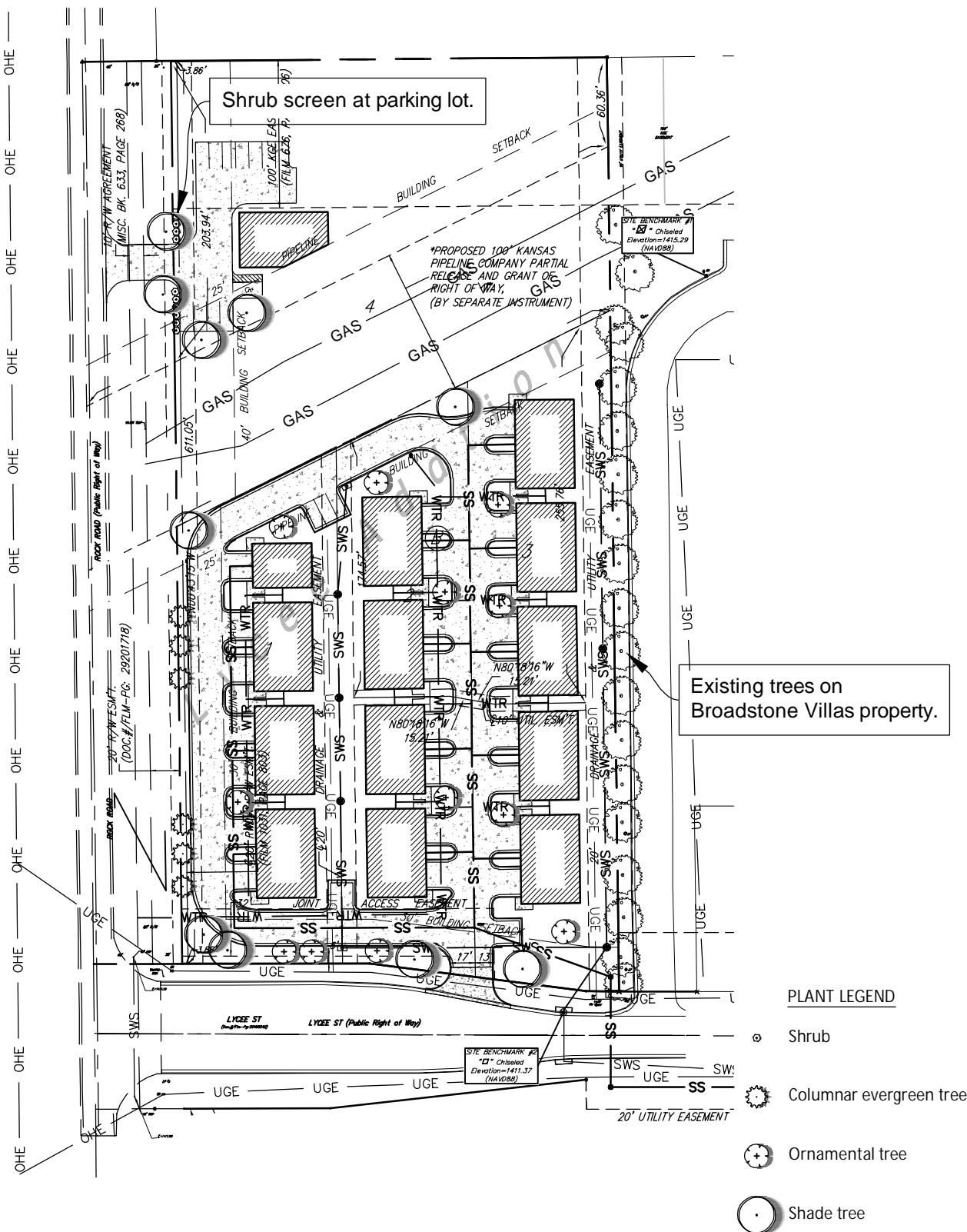
\_\_\_\_\_  
NOTARY PUBLIC

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

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

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

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



# Lycee Addition

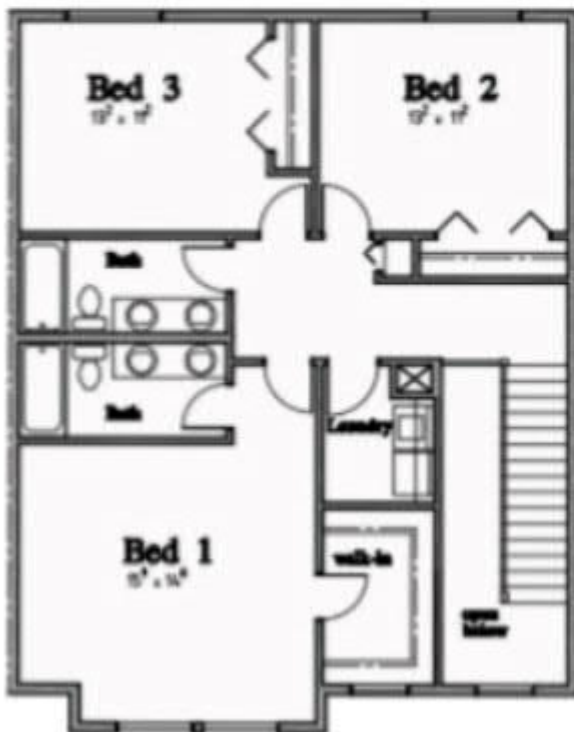
## Conceptual Elevation & Floorplan

Section XIII, Item I.

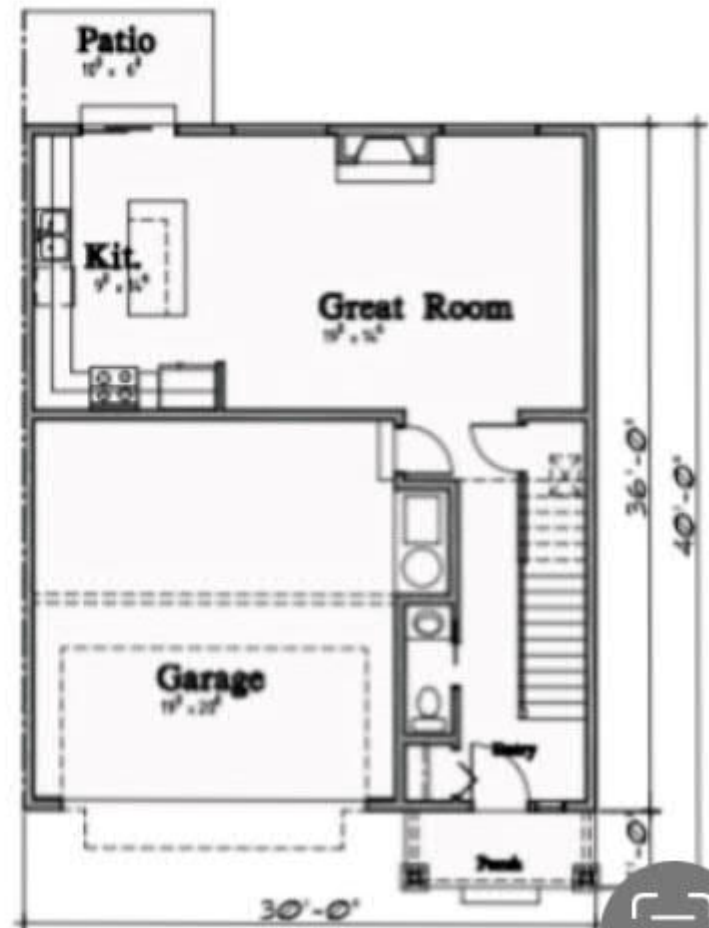


### PLAN #D-638

MAIN FLR. 680 SQ. FT.  
UPPER FLR. 983 SQ. FT.  
TOTAL 1663 SQ. FT.  
GARAGE 400 SQ. FT.



Upper Floor



Main Floor

Lycee Addition  
Conceptual Elevation





**DEVELOPER'S AGREEMENT  
CONCERNING THE DEVELOPMENT  
OF LYCEE  
BEL AIRE, SEDGWICK COUNTY, KANSAS**

THIS AGREEMENT is made and entered into by and between GREGORY HISER, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Developer desires platting and development by the City of a tract of land more fully described below and herein referred to as LYCEE to the City of Bel Aire, Kansas; and

WHEREAS, the City is willing to consider platting and development of said LYCEE PUD Project;

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

PURPOSE. This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from ***the execution of the development PLAN*** and the platting process. This agreement is distinct from the PUD Agreement signed\_\_\_\_\_.

**WHEREAS**, the DEVELOPER desires development of a tract of land more fully described below and herein referred to as **LYCEE**, Bel Aire, Sedgwick County, Kansas and has the following legal description to-wit:

Lots 1, 2, 3, and 4, Block B, Lycee, Bel Aire, Sedgwick County, Kansas.

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

**PURPOSE.** The approval of this Agreement is a condition precedent to final consideration by the CITY of the DEVELOPER'S request for public infrastructure on a tract of land more fully described below and herein referred to as Lycee.

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

The development of Lycee shall proceed in accordance with this Agreement. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development, and may result in suspension or termination of such building permit. It is understood by the parties that the final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted by the DEVELOPER and approved by the CITY in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

**PERMITTED USE.** The following uses are permitted in accordance with the PUD and the zoning:

**C-1 - Neighborhood Commercial Office & Retail (Lot 4, Block B):**

- Uses as define in Chapter 7 zoning code – section 7.11; Neighborhood Commercial, Office Retail, Small Scale Retail Businesses, Retail Activities conducted wholly indoors and Office.

**C-2 - Planned Commercial (Lot 4, Block B):**

- Restaurant with alcohol sales; food venues to include patio dining and temporary structures as approved by the City Manager.
- Accessory structure as approved by the City Manager.
- Special Events permits approved by the City Manager

**C-1 and C-2 BUILDING SETBACKS.** The minimum building setback shall be forty feet (40') from adjacent public right-of-way property lines. There shall be a minimum building setback of ten feet (10') along adjoining lots, if such adjoining lots are not maintained in common ownership. No building shall be constructed within a public utility easement.

**SITE.** The proposed construction project for Lot 4, Block B, consists of one building with a total 3,200 sq. ft. with paved parking, with no current plans of future growth or additions. The PUD and the Zoning code will govern any future growth. Lot 4 shall honor all existing easements on the Lot including the rural water easement, pipeline easement and KG&E easement. Prior to any development, all lots shall be maintained in accordance with the municipal code of the City of Bel Aire. Approval of a site circulation and pedestrian plan by the Zoning Administrator is required for each phase of construction prior to the issuance of a building permit.

**R-6 - Multi Family District (Lots 1, 2, and 3, Block B):**

- Duplex
- Multi-Family
- Adult Day-care
- Leasing office
- Playgrounds or community spaces.
- Accessory structures as approved by the city manager.

**R-6 Building Setbacks (Lots 1, 2, and 3, Block B).** The minimum building setback shall be thirty feet (30') from adjacent public right-of-way property lines. There shall be a minimum building setback of ten feet (10') along adjoining lots, if such adjoining lots are not maintained in common ownership. No building shall be constructed within a public utility easement.

**SITE.** The proposed construction project for Lots 1, 2, and 3, Block B, consists of a maximum of thirteen (13) buildings with each living unit having 1,000 to 1,500 sq. ft. of livable space on the ground floor with a maximum total 37,500 sq. ft. allowed on the ground floor of the parcel with paved parking for each unit. Each living unit shall have a maximum height of three stories. There is no current plans of future growth or additions. The PUD and the Zoning code will govern any future growth. Lots 1, 2, and 3, shall honor all existing easements on the Lots including the rural water easement, and pipeline easement. Prior to any development, all lots shall be maintained in accordance with the municipal code of the City of Bel Aire. Approval of a site circulation and pedestrian plan by the Zoning Administrator is required for each phase of construction prior to the issuance of a building permit.

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

All lots covered by this Agreement shall be subject to the CITY'S storm water regulations. The Contractor shall install and the DEVELOPER maintains the storm water protection devices established by the CITY and the master drainage / grading plan until such time the devices are no longer needed due to the adequate establishment of ground cover. All lots covered by this agreement shall be kept clean, shall not pond water, shall be mowed to a height not exceeding eight (8) inches, and shall comply with all applicable laws and regulations pertaining to erosion control.

All temporary construction units must be removed when building in the immediate vicinity is completed.

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

Vehicle access to the tract of land herein referred to as the Lycee shall be limited to one entry point along Rock Road and one entry point along Lycee Street that will serve Lots 1, 2 and 3, Block B and one entry point along Rock Road that will serve Lot 4, Block B as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in Lycee shall be limited to vehicles under 20 tons. Construction traffic shall enter from Lycee Street, as much as practical. DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorists and neighbors.

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

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

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

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

The CITY shall maintain Reserve A of Block A for drainage / future development.

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

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

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

**FENCING & SCREENING.** Fencing and screening methods and materials shall blend in with the architectural design of the buildings and to reasonably hide the materials, trash and recycling containers from ground view, and all fencing and screening methods and materials must be pre-approved in writing by the CITY. Vinyl coated chain link fencing materials and other similar fencing material may be allowed if such materials blend in with the architectural design elements of the building and adjacent sites. Any plans for outside storage facilities shall comply with the applicable ordinances and zoning regulations of the CITY and be submitted in writing to the CITY for prior approval. No barbed wire is allowed.

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

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

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

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

Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. The CITY shall perform the engineering design, construction and inspection of water mains, sanitary sewer mains, storm water systems and paving necessary for the platting and development of the tract of land herein referred to as the Lycee, Bel Aire, Sedgwick County, Kansas which said improvements shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. The DEVELOPER shall reimburse the CITY for the actual costs of the engineering design, construction and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the Lycee unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

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

Whenever existing sanitary sewer, storm water, water lines, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipe lines or transmission lines are required to be installed, lowered, encased, modified or relocated due to the subdivision or

construction improvements required, and in the event it was not known at time of platting approval, the DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction.

**LANDSCAPING & SCREENING.** The DEVELOPER shall adhere to the landscape plan approved by the CITY at the time of PUD application, such "Landscape Plan" shall be representative of the landscaping to be provided as each phase of Lycee is developed. The "Landscaping Plan" shall show contours, utilities, size and spread at planting, any type of ground cover, shrubs, and coordinate with the Drainage Plan and Site Plan for the project.

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

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

**MAINTENANCE.** DEVELOPER, business owners, and/or Homeowners Association will be required to provide continuous maintenance, including mowing as required by code, for all identified reserves, common areas, ponds, Rock Road Street frontage in addition to any future reserves or lots or easements granted to DEVELOPER, Business owners and/or Homeowners Association.

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

The development of Lycee shall proceed in accordance with this Agreement. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development. The final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted and approved in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

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

All driveways shall be per CITY ordinance. Access controls are as shown on the final plat of Lycee.

Vehicle access to the tract of land herein referred to as the Lycee shall be limited to one entry point along Rock Road and one entry point along Lycee to serve Lots 1, 2 and 3, Block B and one entry point along Rock Road to serve Lot 4, Block B as recommended by the Sedgwick County Fire Department for fire protection purposes for emergency vehicles. Traffic in Lycee shall be limited to vehicles under 20 tons.

**SANITARY SEWER.** The DEVELOPER shall petition the CITY to perform the engineering design review, construction and inspection of collection lines, not less than (8) inches in diameter. Said sewer main shall be dedicated to and owned and maintained by the CITY. Said sewer main shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted by the DEVELOPER or acquired prior to the construction project and dedicated by separate instrument. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances.

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

In general, sidewalks shall be constructed with the outside edge of the sidewalk as close as practical to the property line, subject to the discretion of the engineer designated by the CITY. The Sidewalk along shall be 5 feet wide (4" thick). Sidewalks shall be installed per the sidewalk plan approved by the CITY with curb ramps for road crossings. The sidewalk shall be continued along Lycee Street from east to west as the property is developed.

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

Signs and monuments are to be maintained by the DEVELOPER indefinitely unless transferred to a home owner's association or equal resolution approved by the CITY. Failure of the DEVELOPER to maintain such areas and property shall be grounds for the CITY to enforce this provision as a nuisance abatement action, and charge all costs back to the DEVELOPER as set forth in K.S.A. 12-1617e.

**WATER.** The DEVELOPER shall petition the CITY to perform the engineering design, construction and inspection of transmission water lines minimum (8) inches in diameter, to the municipal water supply system of the City of Bel Aire, Kansas. Said water transmission lines shall be dedicated to and owned and maintained by the CITY. Lines shall be designed to loop. Said water transmission lines shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted to the CITY by the DEVELOPER or acquired prior to the construction project and dedicated by separate instrument. All Water User Fees and Hook Up Fees are subject to City Ordinances.

**BONDING CAPACITY.** Assurances are to be provided whenever the CITY has been

furnished a financial guarantee (irrevocable letter of credit, corporate completion bond, cashier's check, escrow account or cash) on 35% of the estimated cost of the project (engineering design, construction, inspections, temp note interest and administration). The Letter of Credit (LOC) or bond will be in the form approved by the CITY and name the City of Bel Aire as beneficiary. The assurances will serve to protect the general taxpayers of Bel Aire from subsidizing the special assessment debt. The assurance shall be filed prior to any debt being issued by the CITY for any of the expenses mentioned above and be equal to 35% of these same costs. It is understood that this letter of credit shall be automatically renewed for additional 2-year periods unless the DEVELOPER notifies the CITY in writing at least sixty (60) days prior to the current relevant expiration date, requesting the LOC be released. Provided there are no delinquent taxes or special assessments owed by the DEVELOPER, the financial guarantee will be released upon request of the DEVELOPER when 35% of the properties covered by the LOC, are developed meaning the CITY has identified satisfactory framing and construction of 35% of the properties. Upon any release of LOC, the CITY will execute such release, by written instruction, authorizing the release of this letter of credit, provided, however, that before this letter of credit is released the CITY shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments.

#### **MISCELLANEOUS.**

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

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.

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

**RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER.** Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of streets, sewer, and water facilities for LYCEE or other projects or additions, including excavation, storm sewers and detention ponds, on behalf of the DEVELOPER the costs for which shall be spread as special assessments against the addition on a square footage basis.

The DEVELOPER agrees to assume responsibility to see that all original purchasers of lots in the Addition receive a copy of this Developer's Agreement and the Restrictive Covenants at the time of purchase.

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in Lycee or any individual or entity who later becomes a DEVELOPER by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of this Development Agreement, and shall be liable for the



payment of other costs and expenses payable by DEVELOPER including existing special assessments on the land and all payments hereunder which are incurred for improvements or facilities located on the lots or which are used or are available for the benefit of the lot or lots owned by the DEVELOPER.

Likewise, each DEVELOPER shall be responsible for the performance or compliance with other obligations or requirements contained herein which may be performed on the lot or lots owned by the DEVELOPER or which the DEVELOPER otherwise has the legal power and authority to perform. In the event any improvements or facilities are constructed on the lot or lot of a DEVELOPER not to serve the needs of that lot or lots, but rather to serve the needs of a lot or lots owned by a different developer and a different development, the DEVELOPER shall have no liability or responsibility for the costs and expenses incurred in the construction or maintenance of those improvements or facilities.

Finally, in the event improvements or facilities are constructed and maintained to serve lots across multiple developments, the costs and expenses for such construction and maintenance shall be paid by all DEVELOPERS whose lots are served by such improvements and facilities which costs and expenses shall be allocated to those DEVELOPERS whose lots are being served in the proportion that the number of square feet in the lots being served and respectively owned by them bears to the total square feet of all lots being served.

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

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

**THIS AGREEMENT** is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
GREGORY HISER, DEVELOPER  
Lycee, Bel Aire, Sedgwick County, Kansas

\_\_\_\_\_  
REBECCA HISER, DEVELOPER  
Lycee, Bel Aire, Sedgwick County, Kansas

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the \_\_\_\_ day of \_\_\_\_\_, 2022 and is hereby executed on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
COUNCIL PRESIDENT, JUSTIN SMITH

[SEAL]

ATTEST:

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

# **ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, came Gregory Hiser and Rebecca Hiser, husband and wife, who are known to me and who personally acknowledged execution of the foregoing Agreement as the Developer of Lycee, Bel Aire, Sedgwick County, Kansas.

[Notary Stamp]

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

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

STATE OF KANSAS  
COUNTY OF SEDGWICK

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, came Mr. Justin Smith, who is known to me to be the Council President of Bel Aire, Kansas and who personally acknowledged execution of the foregoing Agreement Concerning the Development of Lycee, Bel Aire, Sedgwick County, Kansas, and Melissa Krehbiel who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. Justin Smith.

[Notary Stamp]

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

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

# MANAGERS REPORT



**DATE:** April 1, 2022  
**TO:** Mayor Benage and City Council  
**FROM:** Ty Lasher, City Manager  
**RE:** April 5, 2022 Agenda

## **Proclamations (Item V)**

**Sunrise Christian Academy (SCA) men's basketball coach, Luke Barnwell**, won the 2022 Jersey Mikes' Naismith High School Coach of the Year Award. He won the same award last year. In addition, the team is ranked #1 in the nation for their league. Mayor Benage would like to recognize Luke for his accomplishments at SCA and receiving coach of the year for the second straight year.

Here is a local article on Luke:

<https://www.kwch.com/2022/03/03/sunrise-basketball-coach-luke-barnwell-wins-national-award/>



**Senior SCA Men's Basketball player, Gradey Dick**, won the Gatorade National Player of the year for the 2021-2022 season. Not only was he recognized for his basketball abilities but also his volunteer work in the community as well as academic accomplishments. Mayor Benage would like to recognize Gradey for his accomplishments at SCA. He has committed to play basketball at KU for the 2022-2023 season.

Here is an article on Gradey:

[https://www.ksn.com/sports/local-sports/wichita-basketball-player-wins-national-gatorade-player-of-the-year/?utm\\_source=facebook&utm\\_medium=news\\_tab#](https://www.ksn.com/sports/local-sports/wichita-basketball-player-wins-national-gatorade-player-of-the-year/?utm_source=facebook&utm_medium=news_tab#)



**Consent Agenda (Item VII)**

Contains only the Minutes of the March 15<sup>th</sup> City Council meeting.

**Appropriations Ordinance (Item VIII)**

This three-week reporting period includes \$146,221 payment to EMC for annual liability, auto and property insurance: an increase of 4% due to property value increases. Bonded project expenses totaled \$292,516.66. The reporting period includes one payroll period.

**Public Hearing (Item X)**

As part of the IRB process, a public hearing is required. On March 24<sup>th</sup>, public notice for the hearing was published in the *Ark Valley News* and mailed to the relevant local taxing authorities. This hearing gives interested parties the ability to address council on tax abatements and the IRB issuance. City Council approved an LOI to issue the IRB In February.

**Resolution Authorizing Conveyance of Property under an IRB (Item A)**

The City issued an IRB in 2016 to Midwest Sunflower, LLC who in turn leased the property to Sunflower Property Partners, LLC. The IRB constructed the Nordic Stone and the SCKEDD buildings. As with any IRB, the City holds title on the land until the IRB is paid off. The property tax abatements have expired, and Sunflower Property Partners is purchasing the building from Midwest Partners via a refinance, so the City has to approve the sale and transfer of land.

**IRB Resolution for Homestead Senior Residences (Item B)**

At the February 15<sup>th</sup> meeting, Council approved a Letter of Intent to issue an Industrial Revenue Bond (IRB) for the Homestead Senior Residences to construct senior living apartments. The next step is adopting a resolution to begin the issuance process. Earlier in this meeting, a public hearing was held for this item as required by State law.

**Compact Excavator Purchase for Public Works (Item C)**

As Public Works continues to get busier with meter installations and sewer main hook-ups, they look for new equipment that better meets their needs. With lots being smaller or duplexes taking up more of the lot, staff has determined the need for a smaller piece of equipment for utility work. These smaller excavators are easier to maneuver, causes less damage to the lawn and are more precise as they dig around electric and cable lines.



*Public Works using a rented machine for precise work around fiber optic line.*

Should another utility be hit, the city is

responsible for those repairs and can get pretty large hitting a fiber optic line. The 2022 CIP budget included \$60,000 for a new compact excavator. Staff looked at a number of manufactures and models. They preferred the Bobcat who was also the lowest price. The other two key factors they considered was warranty and delivery time. Bobcat has a 2-year warranty, the same as the other two, and delivery date of 90 days.

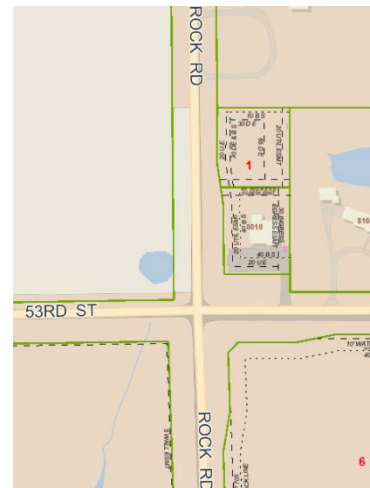
### **Central Park Street Lights (Item D)**

There are a number of ways streetlights are handled. When wood poles with lights are used, Everyy installs these at no charge to the city and maintains them as well. The city only pays for electricity. Metal or fiberglass poles have an added cost but do look nicer in residential neighborhoods. The developers pay for the upgrade and Everyy installs them as well as maintains them. Again, the city only pays for electricity. Ornamental streetlights such as the ones in Central Park are paid for by the city and then maintained by the city who also pays for the electricity. Prestwick north of Central Park Avenue was recently installed now requiring street lighting. Staff has determined three lights will need installed that meet required spacing as well as match the current poles in Central Park. There is only one manufacture for the style of pole and the city utilizes Atlas electric to maintain the lines and handle repairs to the current lights. Atlas has supplied a cost of \$23,400 for poles and installation. The cost will be paid for from the street fund.



### **53<sup>rd</sup> & Rock Ordinance (Item E)**

The City received a KDOT safety grant to study the intersection of 53<sup>rd</sup> & Rock. TranSystems was contracted to complete the engineering study. Based on traffic counts and crash data, TranSystems recommended a four-way stop. State statutes require and engineering study be completed before changing traffic patterns such as this. At the March 8<sup>th</sup> workshop, Council heard the presentation from TranSystems and requested staff create an ordinance making this change. If the ordinance is adopted, staff will begin warning motorists of the change with the stop signs being installed around May 2.



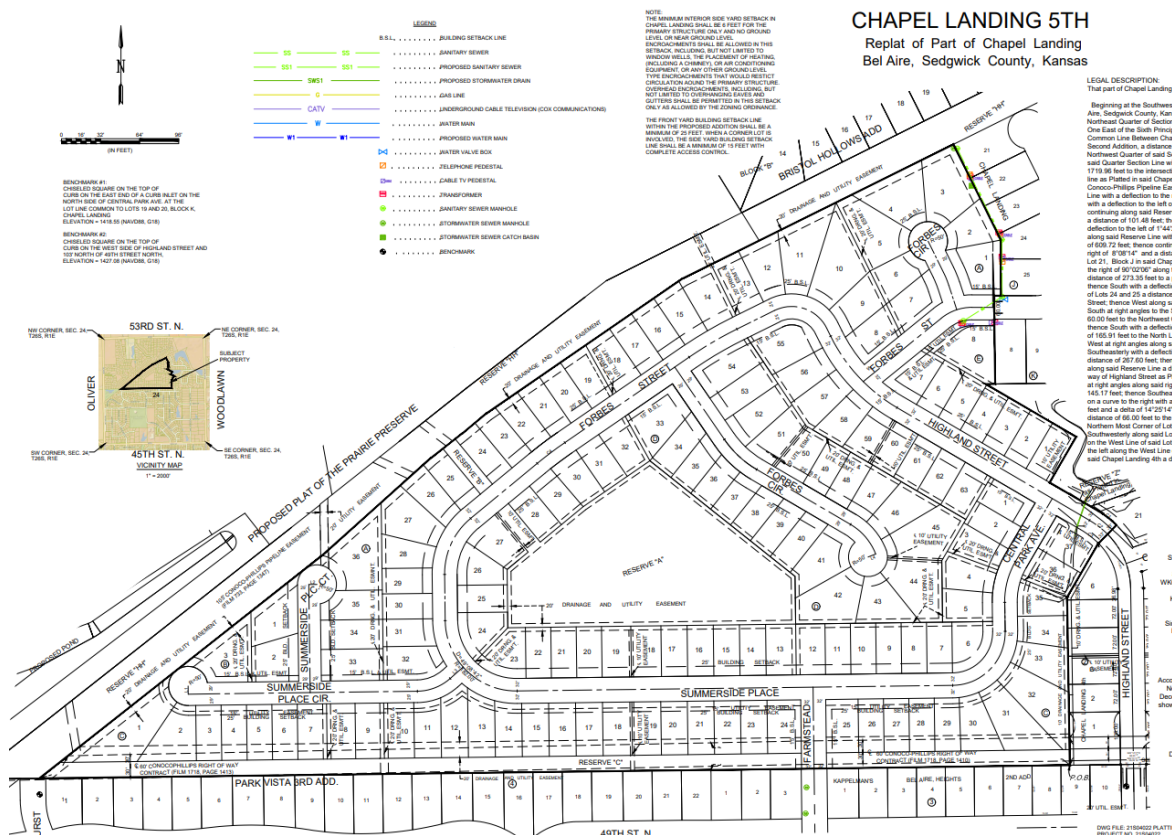


## **Woodlawn Change Order (Item F)**

Projects of this scope often require change orders, especially when dealing with underground utilities and other aspects that can't be seen. Anne, along with MKEC and Garver, have agreed that the material needed where not accurate during the bidding process and therefore need increased to ensure the road is constructed properly. Though this is an added cost, had these numbers been included in the bid documents, the bids would have been higher by this amount. Unfortunately, we need to increase the materials to ensure a quality street.

### Chapel Landing 5<sup>th</sup> Final Plat (Item G)

At their March meeting, the Planning Commission reviewed the Developer's request to plat approximately 53.99 acres of Chapel Landing 5<sup>th</sup>. A public hearing was held to allow interested parties and citizens to share any comments or concerns. One neighbor spoke in opposition. Following the hearing, the Planning Commission considered the evidence, discussed the plat, and reviewed the report provided by staff. After diligent consideration, the Planning Commission voted (by passing a 5-0 motion) to approve the final plat. The Commission recommends Council accept the Developer's commitment to dedicate certain land within the plat for public purposes.



## **Development Agreement for Homestead Senior Landing (Item H)**

For every new development, the City requires a Development Agreement be negotiated and approved. This agreement spells out, in writing, the responsibilities of each party during construction and after. The agreement is filed with the plat for future reference. Staff and the Developer, Homestead Senior Residences Bel Aire, L.L.C., have agreed upon the language contained in this agreement and it is now ready for final approval by the City Council.

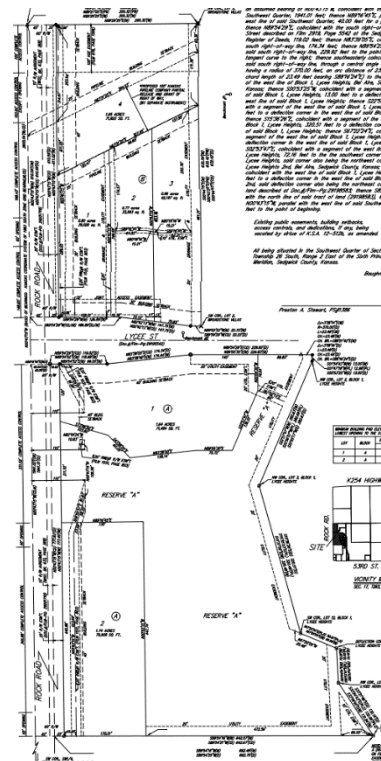


## **Planned Unit Development (PUD) Agreement Lycee (Item I)**

A Planned Unit Development, or PUD, is a zoning tool that ties additional use restrictions to a particular property. For Planned Unit Developments, the City requires a Planned Unit Development Agreement between the City and the Developer. This agreement reinforces the particular requirements of each Planned Unit Development. Planning Commission reviewed the agreement and approved the PUD at their February meeting. The agreement now comes before Council for approval.

## **Development Agreement for Lycee (Item J)**

For every new development, the City requires a Development Agreement be negotiated and approved. This agreement spells out, in writing,





the responsibilities of each party during construction and after. The agreement is filed with the plat for future reference. Staff and the Developers have agreed upon the language contained in this agreement and it is now ready for final approval by the City Council.

#### **Justin Smith Appointment to Public Building Commission (Item K)**

The Bel Aire Public Building Commission is made up of three members. One is the Mayor, the second is a Councilmember and the third is a resident appointed by the City Council. Joel was the council representative but has resigned, leaving that position vacant. Mayor Benage asked for a council member to serve out Joel's remaining term through December of 2023. Councilmember Smith volunteered so Mayor Benage has added that appointment to the agenda.

#### **Gary Northwall Reappointment to Tree Board (Item L)**

The Bel Aire Tree Board is made up of seven Bel Aire residents. Gary is the current President and has agreed to serve another two-year term. Mayor Benage has added that appointment to the agenda.



#### **Future Issues (Item XV)**

The regularly scheduled workshop is April 12<sup>th</sup> at 6:30 pm. I do not have anything for the agenda at this point in time. In addition, there is an open position due to Joel Schroeder's resignation from the Council. I don't see a problem canceling the April workshop, allowing the new person to be appointed and resuming with street discussion at the May meeting. However, it is the Council's workshop and if you have items to discuss, we can certainly schedule the meeting and create a packet