



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
December 03, 2024 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

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

III. OPENING PRAYER: Father Andrew Labenz

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. PROCLAMATION

A. Purple Heart City

VI. DETERMINE AGENDA ADDITIONS

VII. CONSENT AGENDA

A. Approval of Minutes of the November 19, 2024 City Council meeting.

B. Confirm the Mayor's appointment of Brian Mackey to the Planning Commission, term expiring 12/01/2027.

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

Motion _____ Second _____ Vote _____

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 24-22 in the amount of \$907,723.84.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 24-21.

Motion _____ Second _____ Vote _____

IX. CITY REQUESTED APPEARANCES

- A. Update and Presentation on Bel Aire's Sewer Monitoring Program by Rebecca Lewis (Burns & McDonnell)

X. 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.*

XI. REPORTS

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

XII. 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 WAM Investments, LLC.**

Action: Motion to (adopt/ deny / table) A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Authorizing The Sale And Conveyance Of Certain Property To WAM Investments, LLC and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

- B. **Consideration of An Ordinance Authorizing The City Of Bel Aire, Kansas To Issue Its Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) For The Purpose Of The Acquisition, Construction And Equipping Of A Commercial Facility; And Authorizing Other Related Documents And Actions.**

Action: Motion to (adopt / deny / table) An Ordinance Authorizing The City Of Bel Aire, Kansas To Issue Its Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) For The Purpose Of The Acquisition, Construction And Equipping Of A Commercial Facility; And Authorizing Other Related Documents And Actions and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

- C. **Consideration of selecting a Proposal for Improvements to Eagle Lake Park. Four Proposals were received:**

<u>Company</u>	<u>Budget</u>	<u>Bid</u>
VersaSport	\$150,000	\$126,308
Fry	\$150,000	\$161,156

Athco \$150,000 \$185,270

Crouch \$150,000 \$185,664

Action: Motion to (accept / deny / table) the Proposal from _____ in the amount not to exceed \$_____ and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

- D.** **PUD-24-07 (previously PUD-24-03) Consideration of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending a zone change request in the City from Single-Family Residential District (R-4) to a Planned Unit Development Residential District (R-PUD) to create the Bristol Hollows Addition R-PUD, for the purpose of bringing structures that were conforming in 2020 and made non-conforming in 2023, due to lot splits that were completed without City notice and approval, generally located at 53rd Street North and Bristol Street. (A protest petition was not filed with the Bel Aire City Clerk within 14 days, after conclusion of the public hearing on 11/14/24.)**

Action: Please choose one of the following (3) options.

1. Motion to approve the findings of fact and recommendation of the Planning Commission for PUD-24-07, Adopt the Ordinance as Presented, and authorize the Mayor to sign. (simple majority, 4 votes required)
2. Motion to override the findings of fact and recommendation of the Planning Commission for PUD-24-07, Adopt alternate findings, disapprove the zone change request and Ordinance. (2/3 majority, 4 votes required)
3. Motion to return the findings of fact and recommendation of the Planning Commission for PUD-24-07 to the Planning Commission for further consideration, with a statement specifying the basis for failure to approve or disapprove, the statement is; _____. (simple majority, 4 votes required)

Motion _____	Second _____	Roll Call Vote:
Greg Davied _____	Tyler Dehn _____	Emily Hamburg _____
Tom Schmitz _____	John Welch _____	Mayor Jim Benage _____

- E.** **Consideration of approving an update to page 20, Section C, 'Overtime Requirements' of the Personnel Policy to change the Police Department's hourly staff pay schedule to a 40-hour pay period.**

Action: Motion to (approve / deny / table) the update to page 20 of the Personnel Policy as presented.

Motion _____ Second _____ Vote _____

XIII. EXECUTIVE SESSION

Action: Motion to recess into executive session to discuss with legal counsel and receive legal advice related to pending litigation. The discussion will be pursuant to K.S.A. 75- 4319 (b)(2) for legal consultation with Neil Gosch which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, and Katherine Chlumsky. The meeting will be for a period of (_____) minutes, and the open meeting will resume in City Council Chambers at (_____) p.m.

Motion _____ Second _____ Vote _____

XIV. DISCUSSION AND FUTURE ISSUES

A. No Council Workshop in December

B. Discussion on improvements along K-254

XV. ADJOURNMENT

Action: Motion to adjourn.

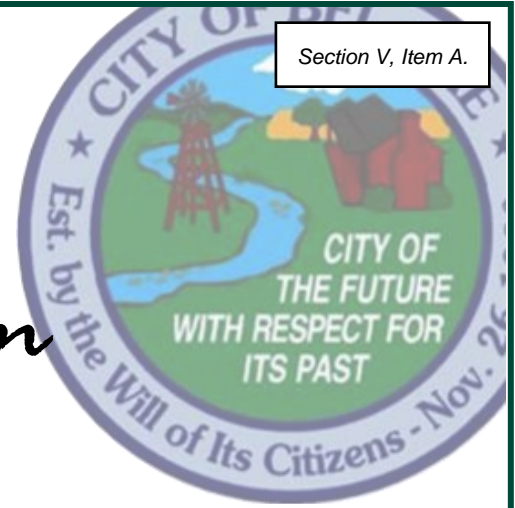
Motion _____ Second _____ Vote _____

Additional Attachments:

A. City Manager's Report - December 3, 2024

Notice

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



Proclamation

Purple Heart City

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, the Purple Heart is the oldest American military decoration and was created as The Badge of Military Merit, made of purple cloth in the shape of a heart with the word “Merit” sewn upon it, on August 7, 1782 in Newburgh, New York by General George Washington, then reestablished as the Purple Heart on February 22, 1932 by General Douglas MacArthur; and

WHEREAS, the heritage it represents is sacred to those who know the price paid to wear the Purple Heart; and

WHEREAS, the City of Bel Aire, Kansas and our community have a great admiration and the utmost gratitude for all the men and women who have, and are, selflessly serving their country and this community in the Armed forces; and

WHEREAS, Veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm’s way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women who served the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, citizens of our country have received the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service; and

WHEREAS, the City of Bel Aire seeks to remember and recognize veterans who are recipients of the Purple Heart Medal.

THEREFORE, I, Mayor Jim Benage, proclaim the City of Bel Aire, Kansas to be a Purple Heart City, honoring the service and sacrifice of our nation’s men and women in uniform, wounded or killed by the enemy while serving to protect our freedoms.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 3rd day of December, 2024.

Jim Benage, Mayor





MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
November 19, 2024 7:00 PM



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

II. ROLL CALL:

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

City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, and Director of Finance Barry Smith were also present.

III. OPENING PRAYER: Gary Green 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. Approval of Minutes of the November 5, 2024 City Council meeting.

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 24-21 in the amount of \$3,661,135.66.

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance No. 24-21. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

VIII. CITY REQUESTED APPEARANCES

A. Special Presentation to James Schmidt

B. City Engineer Anne Stephens - Woodlawn Update

C. Kirk Jurgensen, PEC - Update on New Public Works Facility

Mayor Benage presented a plaque to James Schmidt for his years of service as the Chairman of the Planning Commission and thanked him for his service.

Kirk Jurgensen and Anne Stephens then gave their respective presentations and stood for questions from the Council.

IX. CITIZEN CONCERNS:

David Landoll, 4743 Krueger, commented about his neighbor’s skeleton lawn statue and the need for an ordinance to prohibit holiday decorations past the holiday season.

X. REPORTS

A. Council Member Reports

Councilmember Hamburg reported she attended the latest meeting of the Sedgwick County Association of Cities (SCAC) meeting at Clinic in a Can. She also attended the Tree Board event, and the volunteer dinner.

Councilmember Welch thanked the Lions Club for their fundraiser dinner.

Councilmember Davied reported he attended SCAC and the volunteer dinner.

Councilmember Dehn reported last week he spoke to Boy Scout Pack 585 at Resurrection Church. He also attended the volunteer dinner.

B. Mayor's Report

Mayor Benage briefly reported on the results of the latest election. He participated in the Veteran’s Day parade with the Republican Women United. He also attended the Taste of Italy fundraiser, the volunteer dinner, and the most recent meetings of the Utility Advisory Board (UAC), SCAC, and the WAMPO policy board. He wished everyone a blessed Thanksgiving and asked for continued prayers for rain.

C. City Attorney Report

City Attorney Maria Schrock briefly reported on a recent Kansas Open Records Act (KORA) training she attended. She anticipates that a new ordinance regarding KORA will be brought before the Council in the coming months.

D. City Manager Report – No report was given.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

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

Lynn Packer, Director of Public Works for Sedgwick County, presented the request to annex and stood for questions from the Council.

MOTION: Councilmember Welch moved to table the item. Councilmember Dehn seconded the motion.

Roll Call Vote:

Greg Davied- Aye	Tyler Dehn- Aye	Emily Hamburg- Aye
Tom Schmitz- Aye	John Welch- Aye	

Motion carried 5-0.

B. Consideration Of An Agreement With Sedgwick County For Them To Pay A Share (\$281,000) Of The Actual Costs Of The 53rd Street Road Project.

MOTION: Councilmember Hamburg moved to approve An Agreement with Sedgwick County for their payment of \$281,000, towards the 53rd Street Road Project, and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

C. Consideration Of A Personnel Policy Manual Update Concerning The Pregnant Workers Fairness Act (PWFA).

MOTION: Councilmember Welch moved to adopt an update to the Personnel Policy Manual as presented. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

D. Consideration of selecting a bid for Sanitary Sewer Improvements to serve Skyview at Block 49 2nd, Phase 2.

<u>Contractor</u>	<u>Bid Amount</u>
Engineer’s Estimate	\$213,622.50
Apex Excavating	\$164,690.00
Dondlinger & Sons	\$240,297.88
McCullough Excavation	\$174,430.00
Mies Construction	\$150,526.60
Nowak Construction	\$281,018.80
Utility Contractors, LLC	\$209,477.00

MOTION: Councilmember Dehn moved to accept the bid from Mies in the amount not to exceed \$150,526.60 for Sanitary Sewer Improvements Improvements to serve Skyview at Block 49 2nd, Phase 2 and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 5-0.*

E. Consideration of selecting a bid for water and sewer improvements to serve Bel Aire Lakes, Phase 1.

	<u>Engineer's Est.</u>	<u>Mies</u>	<u>Nowak</u>
Group A –Transmission Main	\$624,164.00	\$514,572.00	\$355,010.80
Group B – Water	\$364,808.40	\$326,474.00	\$265,722.50
Group C – Sewer	\$475,661.63	\$496,158.50	\$445,274.40
Total	\$1,464,634.03	\$1,337,204.50	\$1,066,007.70

MOTION: Councilmember Schmitz moved to accept the bid from Nowak in the amount not to exceed \$1,066,007.70 for water and sewer improvements to serve Bel Aire Lakes, Phase 1 and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

F. Consideration of an agreement (Work Order No. 24-12, Master Services Agreement) with Professional Engineering Consultants for part time Construction Inspection services for the Bel Aire Lakes Subdivision Phase 1 water and sanitary sewer Construction.

MOTION: Councilmember Davied moved to accept Work Order No. 24-12 with Professional Engineering Consultants for part time Construction Inspection services for the Bel Aire Lakes Subdivision Phase 1 water and sanitary sewer Construction for the amount not to exceed \$ 43,400 and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

G. Consideration of the 2024 Food for Fines Program.

MOTION: Councilmember Hamburg moved to deny the 2024 Food for Fines Program. Councilmember Davied seconded the motion. *Motion carried 4-1* with Councilmember Schmitz voting against the motion.

XII. EXECUTIVE SESSION: No executive session was held.

XIII. DISCUSSION AND FUTURE ISSUES

A. Update on ERP upgrade

City Manager Ted Henry and Director of Finance Barry Smith gave a brief presentation regarding the City’s recent software upgrade and stood for questions from the Council.

XIV. ADJOURNMENT

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



City of Bel Aire, KS

Section VIII, Item A.

APPROPRIATE By Vendor DBA

Payment Dates 11/13/2024 - 11/26/2024

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 2790 -					
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYMENT SCREENING	11/06/2024	11/15/2024		35.00
Vendor DBA 2790 - ARC PHYSICAL THERAPY PLUS Total:					35.00
Vendor DBA: 0055 - ARK VALLEY NEWS					
ARK VALLEY NEWS	BREEZE AD	11/13/2024	11/15/2024		500.00
ARK VALLEY NEWS	PUBLICATIONS	11/13/2024	11/15/2024		97.92
ARK VALLEY NEWS	PUBLICATIONS	11/13/2024	11/15/2024		108.80
ARK VALLEY NEWS	PUBLICATIONS	11/13/2024	11/15/2024		171.52
ARK VALLEY NEWS	PUBLICATIONS	11/13/2024	11/15/2024		48.64
ARK VALLEY NEWS	PUBLICATIONS	11/13/2024	11/15/2024	022-6028	198.40
Vendor DBA 0055 - ARK VALLEY NEWS Total:					1,125.28
Vendor DBA: 2601 -					
ASHLEY SHERWOOD	TRAVEL REIMBURSEMENT	11/21/2024	11/22/2024		93.80
Vendor DBA 2601 - ASHLEY SHERWOOD Total:					93.80
Vendor DBA: 0174 -					
BANK OF NEW YORK MELLON ...	10/24 O&M/DEBT SVC	11/14/2024	11/15/2024		57,570.34
BANK OF NEW YORK MELLON ...	10/24 O&M/DEBT SVC	11/14/2024	11/15/2024		48,038.17
BANK OF NEW YORK MELLON ...	10/24 O&M/DEBT SVC	11/14/2024	11/15/2024		72,664.45
BANK OF NEW YORK MELLON ...	10/24 O&M/DEBT SVC	11/14/2024	11/15/2024		61,889.48
Vendor DBA 0174 - BANK OF NEW YORK MELLON TRUST Total:					240,162.44
Vendor DBA: 0472 -					
BEALL & MITCHELL, LLC	COURT SERVICES	11/04/2024	11/15/2024		1,237.98
Vendor DBA 0472 - BEALL & MITCHELL, LLC Total:					1,237.98
Vendor DBA: 1928 -					
BEL AIRE LIONS CLUB	DONATION	11/19/2024	11/19/2024		130.00
Vendor DBA 1928 - BEL AIRE LIONS CLUB Total:					130.00
Vendor DBA: 1318 -					
BRADY INDUSTRIES OF KS- BR...	CH :JANITORIAL SUPPLIES	11/04/2024	11/22/2024		343.30
Vendor DBA 1318 - BRADY INDUSTRIES OF KS- BRADY PLUS Total:					343.30
Vendor DBA: 2650 -					
BURNS & MCDONNELL ENGIN...	PROJECT MGMT SEWER FRA...	11/13/2024	11/15/2024		522.00
Vendor DBA 2650 - BURNS & MCDONNELL ENGINEERING Total:					522.00
Vendor DBA: 0170 -					
CHISHOLM CREEK UTILITY AU...	10/24 CCUA CONTINGENCY	11/14/2024	11/15/2024		3,000.00
CHISHOLM CREEK UTILITY AU...	10/24 CCUA CONTINGENCY	11/14/2024	11/15/2024		2,820.00
Vendor DBA 0170 - CHISHOLM CREEK UTILITY AUTH. Total:					5,820.00
Vendor DBA: 2141 -					
CITY OF NEWTON KANSAS	PRE-EMPLOYMENT SCREENING	11/06/2024	11/15/2024		100.00
Vendor DBA 2141 - CITY OF NEWTON KANSAS Total:					100.00
Vendor DBA: 0685 -					
COUNTRYSIDE LAWN & TREE ...	IRRIGATION REPAIR	11/06/2024	11/15/2024		185.00
COUNTRYSIDE LAWN & TREE ...	IRRIGATION REPAIR	11/06/2024	11/15/2024		85.00
COUNTRYSIDE LAWN & TREE ...	IRRIGATION REPAIR	11/06/2024	11/15/2024		145.00
COUNTRYSIDE LAWN & TREE ...	IRRIGATION REPAIR	11/06/2024	11/15/2024		85.00
COUNTRYSIDE LAWN & TREE ...	IRRIGATION REPAIR	11/06/2024	11/15/2024		85.00
COUNTRYSIDE LAWN & TREE ...	IRRIGATION REPAIR	11/06/2024	11/15/2024		120.00
COUNTRYSIDE LAWN & TREE ...	FERTILIZER	11/06/2024	11/15/2024		150.00
Vendor DBA 0685 - COUNTRYSIDE LAWN & TREE CARE Total:					855.00
Vendor DBA: 0050 -					
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-WAT	11/08/2024	11/14/2024		154.95
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-REC	11/07/2024	11/16/2024		193.69

AP ORDINANCE

Payment Date

Section VIII, Item A.

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	11/07/2024	11/16/2024		71.26
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	11/07/2024	11/16/2024		26.72
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	11/07/2024	11/16/2024		26.72
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	11/07/2024	11/16/2024		53.44
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	11/07/2024	11/16/2024		356.31
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	11/07/2024	11/16/2024		89.07
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	11/07/2024	11/16/2024		89.07
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	11/07/2024	11/16/2024		89.07
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	11/07/2024	11/16/2024		89.07
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	11/07/2024	11/16/2024		63.63
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	11/07/2024	11/16/2024		63.63
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	11/07/2024	11/16/2024		63.63
Vendor DBA 0050 - COX COMMUNICATIONS, INC Total:					1,493.89

Vendor DBA: 0429 -

DONDLINGER & SONS CONST...	CHAPEL LANDING 5TH-WATER...	11/13/2024	11/15/2024	007-8881	364,673.09
DONDLINGER & SONS CONST...	STORM DRAIN REPAIR	11/19/2024	11/22/2024		32,812.00
Vendor DBA 0429 - DONDLINGER & SONS CONSTRUCTION Total:					397,485.09

Vendor DBA: 0046 -

EVERGY KANSAS CENTRAL INC	LIFT STATION	11/07/2024	11/14/2024		101.77
EVERGY KANSAS CENTRAL INC	STR. SIGNS/CROSSWALKS	11/07/2024	11/15/2024		30.10
EVERGY KANSAS CENTRAL INC	STR. SIGNS/CROSSWALKS	11/07/2024	11/15/2024		54.94
Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:					186.81

Vendor DBA: 1269 -

FASTENAL COMPANY	HARDWARE	11/15/2024	11/22/2024		38.95
Vendor DBA 1269 - FASTENAL COMPANY Total:					38.95

Vendor DBA: 2142 - FIRESTONE COMPLETE AUTO CA

FIRESTONE COMPLETE AUTO ...	REC VEHICLE MAINT/REPAIR	11/20/2024	11/22/2024		74.10
Vendor DBA 2142 - FIRESTONE COMPLETE AUTO CA Total:					74.10

Vendor DBA: 0068 -

GALLS, LLC	PD SUPPLIES	11/01/2024	11/15/2024		23.80
GALLS, LLC	UNIFORMS	11/01/2024	11/15/2024		177.51
GALLS, LLC	UNIFORMS	11/01/2024	11/15/2024		48.39
GALLS, LLC	PD SUPPLIES	11/01/2024	11/15/2024		96.95
GALLS, LLC	UNIFORMS	11/01/2024	11/15/2024		175.35
GALLS, LLC	PD SUPPLIES	11/01/2024	11/15/2024		23.94
GALLS, LLC	UNIFORMS	11/15/2024	11/22/2024		-145.98
GALLS, LLC	PD SUPPLIES	11/07/2024	11/15/2024		19.95
GALLS, LLC	PD SUPPLIES	11/07/2024	11/15/2024		60.00
GALLS, LLC	UNIFORMS	11/07/2024	11/15/2024		210.40
GALLS, LLC	PD SUPPLIES	11/07/2024	11/15/2024		60.00
GALLS, LLC	PD SUPPLIES	11/07/2024	11/15/2024		17.79
GALLS, LLC	PD SUPPLIES	11/15/2024	11/22/2024		120.00
GALLS, LLC	UNIFORMS	11/15/2024	11/22/2024		99.56
GALLS, LLC	UNIFORMS	11/15/2024	11/22/2024		49.78
GALLS, LLC	PD SUPPLIES	11/15/2024	11/22/2024		301.01
GALLS, LLC	UNIFORMS	11/15/2024	11/22/2024		175.35
Vendor DBA 0068 - GALLS, LLC Total:					1,513.80

Vendor DBA: 1499 - GRAF, WICHITA AUDIO VIDEO

GRAF, WICHITA AUDIO VIDEO	GATE SERVICE REPAIR	11/07/2024	11/15/2024		215.44
GRAF, WICHITA AUDIO VIDEO	GATE SERVICE REPAIR	11/07/2024	11/15/2024		215.44
GRAF, WICHITA AUDIO VIDEO	GATE SERVICE REPAIR	11/07/2024	11/15/2024		215.43
GRAF, WICHITA AUDIO VIDEO	GATE SERVICE REPAIR	11/07/2024	11/15/2024		215.44
Vendor DBA 1499 - GRAF, WICHITA AUDIO VIDEO Total:					861.75

Vendor DBA: 1950 -

GSI ENGINEERING LLC	53RD ST. WOODLAWN - OLIV...	11/15/2024	11/22/2024	002-8892	487.20
Vendor DBA 1950 - GSI ENGINEERING LLC Total:					487.20

AP ORDINANCE

Payment Date

Section VIII, Item A.

4

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 2599 - HALL'S CULLIGAN WATER					
HALL'S CULLIGAN WATER	WATER SERVICE - PD	11/20/2024	11/22/2024		48.75
HALL'S CULLIGAN WATER	WATER SERVICE - PW	11/20/2024	11/22/2024		5.22
HALL'S CULLIGAN WATER	WATER SERVICE - PW	11/20/2024	11/22/2024		5.23
HALL'S CULLIGAN WATER	WATER SERVICE - PW	11/20/2024	11/22/2024		5.22
HALL'S CULLIGAN WATER	WATER SERVICE - PW	11/20/2024	11/22/2024		5.23
Vendor DBA 2599 - HALL'S CULLIGAN WATER Total:					69.65
Vendor DBA: 0175 -					
HASTY AWARDS	SPORTS AWARDS	11/20/2024	11/22/2024		56.35
Vendor DBA 0175 - HASTY AWARDS Total:					56.35
Vendor DBA: 0241 -					
HAWKS INTER-STATE PESTMA...	REC-HAWKS PEST CONTROL	11/15/2024	11/22/2024		83.76
HAWKS INTER-STATE PESTMA...	CH-HAWKS PEST CONTROL	11/07/2024	11/15/2024		98.76
Vendor DBA 0241 - HAWKS INTER-STATE PESTMASTERS Total:					182.52
Vendor DBA: 2470 -					
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		40.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		20.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		20.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		60.01
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		40.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		20.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		40.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		180.02
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		31.69
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		109.72
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		27.43
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		23.74
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		50.02
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		50.02
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		14.25
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		48.49
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	11/19/2024	11/22/2024		68.49
Vendor DBA 2470 - IDEATEK TELECOM Total:					843.88
Vendor DBA: 2438 -					
IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN DEC...	11/20/2024	11/22/2024		833.00
Vendor DBA 2438 - IMA FINANCIAL GROUP, INC Total:					833.00
Vendor DBA: 2582 -					
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		17.88
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		17.88
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		17.88
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		17.88
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		17.88
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		17.89
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		17.89
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		84.28
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		84.28
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		84.28
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		84.28
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		84.29
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		84.29
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/08/2024	11/15/2024		84.29
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/20/2024	11/22/2024		1,159.36
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/20/2024	11/22/2024		1,159.37
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/20/2024	11/22/2024		1,159.37
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/20/2024	11/22/2024		1,159.37
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/20/2024	11/22/2024		1,159.37
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/20/2024	11/22/2024		1,159.37

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	11/20/2024	11/22/2024		1,159.37
Vendor DBA 2582 - IMAGINE IT INC Total:					8,830.75
Vendor DBA: 2715 -					
INFOSEND INC	UTILITY BILL INSERT -OCTOBER	11/07/2024	11/15/2024		58.08
INFOSEND INC	UTILITY BILL INSERT -OCTOBER	11/07/2024	11/15/2024		116.18
INFOSEND INC	UTILITY BILL INSERT -OCTOBER	11/07/2024	11/15/2024		58.08
INFOSEND INC	UTILITY BILLS	11/07/2024	11/15/2024		790.83
INFOSEND INC	LATE NOTICES-OCTOBER	11/07/2024	11/15/2024		218.80
INFOSEND INC	UTILITY BILLS	11/07/2024	11/15/2024		790.83
INFOSEND INC	LATE NOTICES-OCTOBER	11/07/2024	11/15/2024		218.79
Vendor DBA 2715 - INFOSEND INC Total:					2,251.59
Vendor DBA: 2282 - INTERLINGUAL INTERPRETING					
INTERLINGUAL INTERPRETING	COURT INTERPRETER MONTH	11/07/2024	11/15/2024		141.45
Vendor DBA 2282 - INTERLINGUAL INTERPRETING Total:					141.45
Vendor DBA: 0278 -					
INTERNATIONAL CODE COUNC...	RES. BLDG. INSP. SERIES	11/19/2024	11/22/2024		69.00
Vendor DBA 0278 - INTERNATIONAL CODE COUNCIL,INC Total:					69.00
Vendor DBA: 0483 - INTERSTATE ALL BATTERY CNT					
INTERSTATE ALL BATTERY CNT	PD SUPPLIES	11/19/2024	11/22/2024		19.50
Vendor DBA 0483 - INTERSTATE ALL BATTERY CNT Total:					19.50
Vendor DBA: 2786 -					
JAY C HINKEL, ATTORNEY AT L...	LEGAL COUNSEL	11/12/2024	11/15/2024		287.10
JAY C HINKEL, ATTORNEY AT L...	PROCESS ANALYSIS	11/04/2024	11/22/2024		57.75
JAY C HINKEL, ATTORNEY AT L...	WA-SW CODES/CCUA	11/04/2024	11/22/2024		79.20
JAY C HINKEL, ATTORNEY AT L...	WA-SW CODES/CCUA	11/04/2024	11/22/2024		79.20
Vendor DBA 2786 - JAY C HINKEL, ATTORNEY AT LAW Total:					503.25
Vendor DBA: 2639 - JODEE B'S CATERING					
JODEE B'S CATERING	LUNCHEON CATERING	11/14/2024	11/15/2024		615.00
Vendor DBA 2639 - JODEE B'S CATERING Total:					615.00
Vendor DBA: 2358 -					
JON STEHMAN	TRAVEL REIMBURSEMENT	11/21/2024	11/22/2024		84.42
Vendor DBA 2358 - JON STEHMAN Total:					84.42
Vendor DBA: 2884 -					
JORDAN OWENS	RENTAL DEP. REFUND	11/19/2024	11/22/2024		100.00
Vendor DBA 2884 - JORDAN OWENS Total:					100.00
Vendor DBA: 2877 -					
JOSHUA MEYER	PER DIEM	11/13/2024	11/15/2024		97.00
Vendor DBA 2877 - JOSHUA MEYER Total:					97.00
Vendor DBA: 0799 -					
KANSAS DEPT OF TRANSPORT...	RAIL SPUR LOAN PAYMENT #1...	11/04/2024	11/22/2024		3,813.03
KANSAS DEPT OF TRANSPORT...	RAIL SPUR LOAN PAYMENT #1...	11/04/2024	11/22/2024		64.03
Vendor DBA 0799 - KANSAS DEPT OF TRANSPORTATION Total:					3,877.06
Vendor DBA: 0287 -					
KANSAS GAS SERVICE	CH UTILITIES	11/12/2024	11/22/2024		177.69
KANSAS GAS SERVICE	MAINT UTILITIES	11/12/2024	11/22/2024		39.52
KANSAS GAS SERVICE	MAINT UTILITIES	11/12/2024	11/22/2024		19.76
KANSAS GAS SERVICE	MAINT UTILITIES	11/12/2024	11/22/2024		32.93
KANSAS GAS SERVICE	MAINT UTILITIES	11/12/2024	11/22/2024		39.52
KANSAS GAS SERVICE	PUMPHOUSE UTILITIES	11/12/2024	11/22/2024		41.46
KANSAS GAS SERVICE	REC UTILITIES	11/12/2024	11/22/2024		102.65
Vendor DBA 0287 - KANSAS GAS SERVICE Total:					453.53
Vendor DBA: 1448 -					
KANSAS GAS SERVICE	POOL UTILITIES	11/12/2024	11/22/2024		46.43
Vendor DBA 1448 - KANSAS GAS SERVICE Total:					46.43
Vendor DBA: 0075 -					
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 261 FOR 10/24	11/07/2024	11/15/2024		156.60

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 261 FOR 10/24	11/07/2024	11/15/2024		156.60
Vendor DBA 0075 - KANSAS ONE-CALL SYSTEM, INC. Total:					313.20
Vendor DBA: 0647 -					
KANSAS REGISTER	NOTICE -BOND SALE	11/13/2024	11/15/2024	022-6028	147.00
Vendor DBA 0647 - KANSAS REGISTER Total:					147.00
Vendor DBA: 0836 -					
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	11/19/2024	11/22/2024		58.95
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	11/19/2024	11/22/2024		52.59
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	11/19/2024	11/22/2024		235.77
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	11/19/2024	11/22/2024		157.18
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	11/19/2024	11/22/2024		841.42
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	11/19/2024	11/22/2024		157.77
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	11/19/2024	11/22/2024		176.83
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	11/19/2024	11/22/2024		157.18
Vendor DBA 0836 - KANZA CO-OPERATIVE ASSOCIATION Total:					1,837.69
Vendor DBA: 1392 -					
LAUTZ LAW LLC	COURT APPT ATTY SERVICES	11/18/2024	11/22/2024		100.00
LAUTZ LAW LLC	COURT APPT. ATTY SERVICES	11/15/2024	11/22/2024		225.00
LAUTZ LAW LLC	COURT APPT ATTY SERVICES	11/18/2024	11/22/2024		100.00
Vendor DBA 1392 - LAUTZ LAW LLC Total:					425.00
Vendor DBA: 0179 -					
LEAGUE OF KS MUNICIPALITIES	TRAINING	11/06/2024	11/22/2024		479.13
Vendor DBA 0179 - LEAGUE OF KS MUNICIPALITIES Total:					479.13
Vendor DBA: 2214 -					
LEXIPOL, LLC	PD ONLINE TRAINING SOFTW...	11/20/2024	11/22/2024		10,009.50
Vendor DBA 2214 - LEXIPOL, LLC Total:					10,009.50
Vendor DBA: 0902 - LIFESAVER LEARNING, INC					
LIFESAVER LEARNING, INC	CPR/AED/FA TRAINING	11/15/2024	11/15/2024		75.00
LIFESAVER LEARNING, INC	CPR/AED/FA TRAINING	11/15/2024	11/15/2024		225.00
LIFESAVER LEARNING, INC	CPR/AED/FA TRAINING	11/15/2024	11/15/2024		225.00
LIFESAVER LEARNING, INC	CPR/AED/FA TRAINING	11/15/2024	11/15/2024		150.00
LIFESAVER LEARNING, INC	CPR/AED/FA TRAINING	11/15/2024	11/15/2024		150.00
Vendor DBA 0902 - LIFESAVER LEARNING, INC Total:					825.00
Vendor DBA: 1326 - LOGO DEPOT					
LOGO DEPOT	UNIFORMS	11/12/2024	11/15/2024		50.00
Vendor DBA 1326 - LOGO DEPOT Total:					50.00
Vendor DBA: 2883 -					
LORENA RESENDIZ	REC REFUND	11/19/2024	11/22/2024		75.00
Vendor DBA 2883 - LORENA RESENDIZ Total:					75.00
Vendor DBA: 1834 -					
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CK	11/05/2024	11/22/2024		63.70
Vendor DBA 1834 - NATIONAL SCREENING BUREAU Total:					63.70
Vendor DBA: 0460 -					
NATIONAL SIGN COMPANY, I...	SIGNS, MATERIALS/SUPPLIES	11/18/2024	11/22/2024		1,636.30
Vendor DBA 0460 - NATIONAL SIGN COMPANY, INC. Total:					1,636.30
Vendor DBA: 2477 -					
OVERHEAD DOOR CO OF WIC...	REPAIR DOORS-REC CTR	11/04/2024	11/15/2024		304.00
Vendor DBA 2477 - OVERHEAD DOOR CO OF WICHITA Total:					304.00
Vendor DBA: 2369 -					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	11/15/2024	11/15/2024		383.66
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	11/19/2024	11/20/2024		32.30
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	11/22/2024	11/22/2024		163.03
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					578.99
Vendor DBA: 0263 -					
PITNEY BOWES GLOBAL FINA...	POSTAGE REFILL/INK	11/22/2024	11/19/2024		500.00
Vendor DBA 0263 - PITNEY BOWES GLOBAL FINANCIAL Total:					500.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 2732 - PIVOLOCITY					
PIVOLOCITY	ERP IMPLEMENTATION	11/21/2024	11/22/2024		1,187.50
Vendor DBA 2732 - PIVOLOCITY Total:					1,187.50
Vendor DBA: 2683 -					
PRINCESS FONSECA	TRAVEL REIMBURSEMENT	11/20/2024	11/22/2024		57.27
PRINCESS FONSECA	TRAVEL REIMBURSEMENT	11/19/2024	11/22/2024		93.80
Vendor DBA 2683 - PRINCESS FONSECA Total:					151.07
Vendor DBA: 2324 -					
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	11/15/2024	11/22/2024	001-8891	7,384.40
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	11/21/2024	11/22/2024		2,172.50
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	11/21/2024	11/22/2024		2,650.00
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	11/21/2024	11/22/2024	020-8832	13,425.00
Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:					25,631.90
Vendor DBA: 0105 -					
PUBLIC WORKS & UTILITIES	571,500 GAL SEWER 09/30-24...	11/14/2024	11/22/2024		1,783.88
PUBLIC WORKS & UTILITIES	2,886,000 GAL 10/04/24-11/0...	11/14/2024	11/22/2024		16,470.02
Vendor DBA 0105 - PUBLIC WORKS & UTILITIES Total:					18,253.90
Vendor DBA: 0153 - PYEBARKER FIRE & SAFETY					
PYEBARKER FIRE & SAFETY	REC FIRE EXT CERT ANNUAL	10/30/2024	11/15/2024		325.00
Vendor DBA 0153 - PYEBARKER FIRE & SAFETY Total:					325.00
Vendor DBA: 0456 -					
QUILL	OFFICE SUPPLIES	10/31/2024	11/22/2024		290.43
Vendor DBA 0456 - QUILL Total:					290.43
Vendor DBA: 2881 -					
ROADSAFE TRAFFIC SYSTEMS, ...	PAVEMENT MARKING	11/18/2024	11/22/2024		7,279.00
Vendor DBA 2881 - ROADS SAFE TRAFFIC SYSTEMS, INC Total:					7,279.00
Vendor DBA: 0441 -					
RUSTY ECK FORD	FLEET MAINT	11/05/2024	11/15/2024		24.27
Vendor DBA 0441 - RUSTY ECK FORD Total:					24.27
Vendor DBA: 2878 -					
SAMANTHA LOPEZ	EMPLOYEE MILEAGE	11/13/2024	11/15/2024		10.68
SAMANTHA LOPEZ	EMPLOYEE MILEAGE	11/13/2024	11/15/2024		10.69
Vendor DBA 2878 - SAMANTHA LOPEZ Total:					21.37
Vendor DBA: 0216 -					
SEDGWICK CO DEPT OF FINA...	10/24 PRISONER HOUSING FE...	11/06/2024	11/22/2024		183.16
Vendor DBA 0216 - SEDGWICK CO DEPT OF FINANCE Total:					183.16
Vendor DBA: 0237 -					
SEEDERS, INC	SEEDING/MULCHING	11/12/2024	11/15/2024		7,350.00
Vendor DBA 0237 - SEEDERS, INC Total:					7,350.00
Vendor DBA: 0911 - SIMPLE CLEAN					
SIMPLE CLEAN	11/24 JANITORIAL SVC: CH	11/05/2024	11/15/2024		1,832.50
SIMPLE CLEAN	11/24 JANITORIAL SVC: PW	11/05/2024	11/15/2024		103.20
SIMPLE CLEAN	11/24 JANITORIAL SVC: PW	11/05/2024	11/15/2024		103.20
SIMPLE CLEAN	11/24 JANITORIAL SVC: PW	11/05/2024	11/15/2024		103.20
SIMPLE CLEAN	11/24 JANITORIAL SVC: REC	11/05/2024	11/15/2024		682.50
Vendor DBA 0911 - SIMPLE CLEAN Total:					2,824.60
Vendor DBA: 0297 -					
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/...	11/18/2024	11/17/2024		719.62
Vendor DBA 0297 - SUN LIFE & HEALTH INS CO Total:					719.62
Vendor DBA: 1963 -					
SURENCY LIFE & HEALTH INS ...	11/24 VISION INSURANCE	11/13/2024	11/13/2024		402.31
SURENCY LIFE & HEALTH INS ...	11/24 VISION INSURANCE	11/13/2024	11/13/2024		17.23
SURENCY LIFE & HEALTH INS ...	11/24 VISION INSURANCE	11/13/2024	11/13/2024		25.42
SURENCY LIFE & HEALTH INS ...	11/24 VISION INSURANCE	11/13/2024	11/13/2024		44.00
Vendor DBA 1963 - SURENCY LIFE & HEALTH INS CO Total:					488.96

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 2328 - TOTAL SYSTEMS SERVICES					
TOTAL SYSTEMS SERVICES	CC PROCESSING FEE	11/12/2024	11/15/2024		15,045.46
Vendor DBA 2328 - TOTAL SYSTEMS SERVICES Total:					15,045.46
Vendor DBA: 0479 -					
TREE TOP NURSERY & LANDS...	MAINTENANCE SERVICES	11/06/2024	11/15/2024		658.36
Vendor DBA 0479 - TREE TOP NURSERY & LANDSCAPE Total:					658.36
Vendor DBA: 1205 -					
WASTE CONNECTIONS OF KA...	PORTABLE RESTROOM	11/07/2024	11/15/2024		161.77
WASTE CONNECTIONS OF KA...	10/24 PW TRASH SERVICE	11/04/2024	11/15/2024		146.89
WASTE CONNECTIONS OF KA...	10/24 PW TRASH SERVICE	11/04/2024	11/15/2024		146.89
WASTE CONNECTIONS OF KA...	10/24 RECYCLE TRASH SERVICE	11/04/2024	11/15/2024		35,081.95
WASTE CONNECTIONS OF KA...	10/24 RECYCLE TRASH SERVICE	11/04/2024	11/15/2024		12,871.44
Vendor DBA 1205 - WASTE CONNECTIONS OF KANSAS Total:					48,408.94
Vendor DBA: 0103 -					
WICHITA TRACTOR-MCCULLO...	SOIL PULVERIZER SHANKS	11/04/2024	11/15/2024		862.03
Vendor DBA 0103 - WICHITA TRACTOR-MCCULLOUGH ENTERPRISES, INC Total:					862.03
Vendor DBA: 0106 -					
WICHITA WINWATER WORKS	WATER SERV/MAINT SUPPLIES	11/13/2024	11/22/2024		2,367.36
Vendor DBA 0106 - WICHITA WINWATER WORKS Total:					2,367.36
Vendor DBA: 2791 -					
WORKSTEPS, INC	PRE-EMPLOYMENT SCREENING	11/07/2024	11/15/2024		75.00
Vendor DBA 2791 - WORKSTEPS, INC Total:					75.00
Grand Total:					821,033.21

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	62,411.69
200 - Special Street & Highway	5,416.93
310 - Capital Projects	3,877.06
320 - Capital Projects Fund 2	393,594.09
355 - Capital Improvement Reserve	2,650.00
520 - Water Utility	130,113.29
530 - Sewer Utility	142,204.76
540 - Solid Waste Utility	47,953.39
550 - Stormwater Utility	32,812.00
Grand Total:	821,033.21

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2054	VISION INS PAYABLE	402.31
100-000-000-2060	VOLUNTARY LIFE PAYAB...	719.62
100-000-000-2062	FSA HEALTH PAYABLE	578.99
100-000-000-4400	RECREATION PROGRAM ...	75.00
100-000-000-4406	RECREATION FAC RENTA...	100.00
100-100-110-6010	COMMUNITY RELATION...	130.00
100-100-110-6028	PUBLICATIONS/PRINTING	58.08
100-100-110-6034	CLEANING SUPPLIES	343.30
100-100-110-7014	IT - MANAGED SERVICES	1,261.52
100-100-110-7024	CONTRACTUAL SERVICES	1,187.50
100-100-110-7046	COMMUNICATION SERV...	111.26
100-100-110-7804	LEGAL SERVICES	344.85
100-100-120-6028	PUBLICATIONS/PRINTING	500.00
100-100-120-7014	IT - MANAGED SERVICES	1,261.53
100-100-120-7046	COMMUNICATION SERV...	20.00
100-100-130-7014	IT - MANAGED SERVICES	1,261.53
100-100-130-7046	COMMUNICATION SERV...	20.00
100-100-140-6028	PUBLICATIONS/PRINTING	97.92
100-100-140-6048	TRAINING/CONFERENCE...	151.07
100-100-140-7014	IT - MANAGED SERVICES	1,261.53
100-100-140-7046	COMMUNICATION SERV...	60.01
100-100-150-6046	TRAINING/CONFERENCES	75.00
100-100-150-7046	COMMUNICATION SERV...	26.72
100-100-160-6010	COMMUNITY RELATION...	615.00
100-100-160-7014	IT - MANAGED SERVICES	1,261.54
100-100-160-7024	CONTRACTUAL SVCS	1,006.70
100-100-160-7046	COMMUNICATION SERV...	66.72
100-100-170-6028	PUBLICATIONS/PRINTING	108.80
100-100-170-7014	IT - MANAGED SERVICES	1,261.55
100-100-170-7046	COMMUNICATION SERV...	20.00
100-120-240-6046	TRAINING/CONFERENCES	479.13
100-120-240-7026	COURT APPT ATTY/INVE...	425.00
100-120-240-7046	COMMUNICATION SERV...	93.44
100-120-240-7064	INMATE HOUSING FEES	183.16
100-120-240-7804	LEGAL SERVICES	1,379.43
100-120-250-6040	UNIFORMS/CLOTHING	790.36
100-120-250-6046	TRAINING/CONFERENCES	10,009.50
100-120-250-6048	TRAINING/CONFERENCE...	97.00
100-120-250-6300	POLICE SUPPLIES	742.94
100-120-250-6602	VEH/EQUIP REPAIRS & ...	24.27
100-120-250-7024	CONTRACTUAL SERVICES	148.75
100-120-250-7046	COMMUNICATION SERV...	536.33
100-130-330-6006	IRRIGATION MAINT/REP...	145.00
100-130-330-7046	COMMUNICATION SERV...	31.69

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Account Number	Account Name	Payment Amount
100-130-330-7048	UTILITIES	46.43
100-130-350-6028	PUBLICATIONS/PRINTING	116.18
100-130-350-6038	MERCHANDISE TSF OR D...	56.35
100-130-350-6046	TRAINING/CONFERENCES	225.00
100-130-350-6048	TRAINING/CONFERENCE...	93.80
100-130-350-6056	PETROLEUM PRODUCTS	58.95
100-130-350-6602	VEH/EQUIP REPAIRS & ...	862.03
100-130-350-6604	VEHICLE REPAIR/MAINT	74.10
100-130-350-7024	CONTRACTUAL SERVICES	874.53
100-130-350-7038	JANITORIAL SERVICES	682.50
100-130-350-7046	COMMUNICATION SERV...	303.41
100-130-350-7048	UTILITIES	102.65
100-130-360-7046	COMMUNICATION SERV...	116.50
100-140-440-6006	IRRIGATION MAINT/REP...	270.00
100-150-510-6006	IRRIGATION MAINT/REP...	170.00
100-150-510-6056	PETROLEUM PRODUCTS	288.36
100-150-510-7024	CONTRACTUAL SERVICES	323.86
100-150-510-7046	COMMUNICATION SERV...	87.37
100-150-510-7048	UTILITIES	39.52
100-150-510-8010	PUBLIC GROUNDS IMPR...	7,350.00
100-160-610-6028	PUBLICATIONS/PRINTING	220.16
100-160-610-6040	UNIFORMS/CLOTHING	50.00
100-160-610-6046	TRAINING/CONFERENCES	294.00
100-160-610-7014	IT - MANAGED SERVICES	1,261.55
100-160-610-7046	COMMUNICATION SERV...	189.11
100-190-910-6006	IRRIGATION MAINT/REP...	120.00
100-190-910-6010	COMMUNITY RELATION...	58.08
100-190-910-6014	OFFICE SUPPLIES	290.43
100-190-910-6026	POSTAGE	500.00
100-190-910-7022	MOWING SERVICES	658.36
100-190-910-7024	CONTRACTUAL SVCS	98.76
100-190-910-7038	JANITORIAL SVCS	1,832.50
100-190-910-7048	UTILITIES	15,223.15
200-000-000-2054	VISION INS PAYABLE	17.23
200-210-200-6004	CHEMICALS	150.00
200-210-200-6056	PETROLEUM PRODUCTS	998.60
200-210-200-6100	CONSTRUCTION MATER...	38.95
200-210-200-6104	SIGNS, MATERIAL/SUPPL...	1,636.30
200-210-200-7024	CONTRACTUAL SERVICES	220.67
200-210-200-7046	COMMUNICATION SERV...	77.88
200-210-200-7048	UTILITIES	104.80
200-210-200-8014	STREET IMPROVEMENTS	2,172.50
310-310-021-8700	DEBT SERVICE PRINCIPAL	3,813.03
310-310-021-8782	DEBT SERVICE INTEREST	64.03
320-320-091-8202	WOODLAWN: PAVING	7,279.00
320-320-320-6028	PUBLICATIONS/PRINTING	345.40
320-320-320-8832	DESIGN - PAVING	13,425.00
320-320-320-8881	CONSTRUCTION - SEWER	364,673.09
320-320-320-8891	OWNER'S REP	7,384.40
320-320-320-8892	GEOTECH SERVICES	487.20
355-355-355-8014	STREET IMPROVEMENTS	2,650.00
520-000-000-2054	VISION INS PAYABLE	25.42
520-210-520-6028	PUBLICATIONS/PRINTING	1,009.63
520-210-520-6046	TRAINING/CONFERENCES	150.00
520-210-520-6048	TRAINING/CONFERENCE...	10.68
520-210-520-6056	PETROLEUM PRODUCTS	334.60
520-210-520-6802	WATER SYSTEM MAINT/...	2,367.36
520-210-520-7024	CONTRACTUAL SERVICES	480.45

Account Summary

Account Number	Account Name	Payment Amount
520-210-520-7046	COMMUNICATION SERV...	356.14
520-210-520-7048	UTILITIES	221.28
520-210-520-7058	WATER PURCHASED	16,470.02
520-210-520-7060	WATER TREATMENT OP...	60,570.34
520-210-520-7062	WATER DEBT SERVICE - ...	48,038.17
520-210-520-7804	LEGAL SERVICES	79.20
530-000-000-2054	VISION INS PAYABLE	44.00
530-210-530-6028	PUBLICATIONS	1,009.62
530-210-530-6046	TRAINING/CONFERENCES	150.00
530-210-530-6048	TRAINING/CONFERENCE...	95.11
530-210-530-6056	PETROLEUM PRODUCTS	157.18
530-210-530-6806	LIFT STATION OPERATIO...	101.77
530-210-530-7024	CONTRACTUAL SERVICES	480.47
530-210-530-7046	COMMUNICATION SERV...	221.19
530-210-530-7048	UTILITIES	186.41
530-210-530-7052	SEWER TREATMENT OP...	75,484.45
530-210-530-7054	SEWER DEBT SERVICE - ...	61,889.48
530-210-530-7056	SEWER TREATMENT PU...	1,783.88
530-210-530-7800	ENGINEERING SERVICES	522.00
530-210-530-7804	LEGAL SERVICES	79.20
540-540-540-7042	SOLID WASTE SERVICES ...	35,081.95
540-540-540-7044	RECYCLING SERVICES	12,871.44
550-550-550-8018	DRAINAGE SYSTEM IMP...	32,812.00
Grand Total:		821,033.21

Project Account Summary

Project Account Key	Payment Amount
None	434,718.12
001-8891	7,384.40
002-8892	487.20
007-8881	364,673.09
020-8832	13,425.00
022-6028	345.40
Grand Total:	821,033.21



City of Bel Aire, KS

Section VIII, Item A.

Payroll Check Register Report Summary

Pay Period: 11/2/2024-11/15/2024

Packet: PYPKT00069 - PP 11/02/24-11/15/24:PAID 11/21/24
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	1	1,947.81
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	66	84,742.82
Total	67	86,690.63



Bel Aire Wastewater Analysis Review

December 31, 2024

Agenda

- Program Goal Review
- Parameter Assessment
- Lift Station Sample Results
- Wastewater Meter Update
- Recommendations

Bel Aire Program Goals

- Meet City's responsibilities for pretreatment under Consent Order
- Develop mechanism to control discharges from non-domestic sources in the form of a Sewer Use Ordinance which establishes that authority
- Measure and document Bel Aire sewer use contributions to CCUA

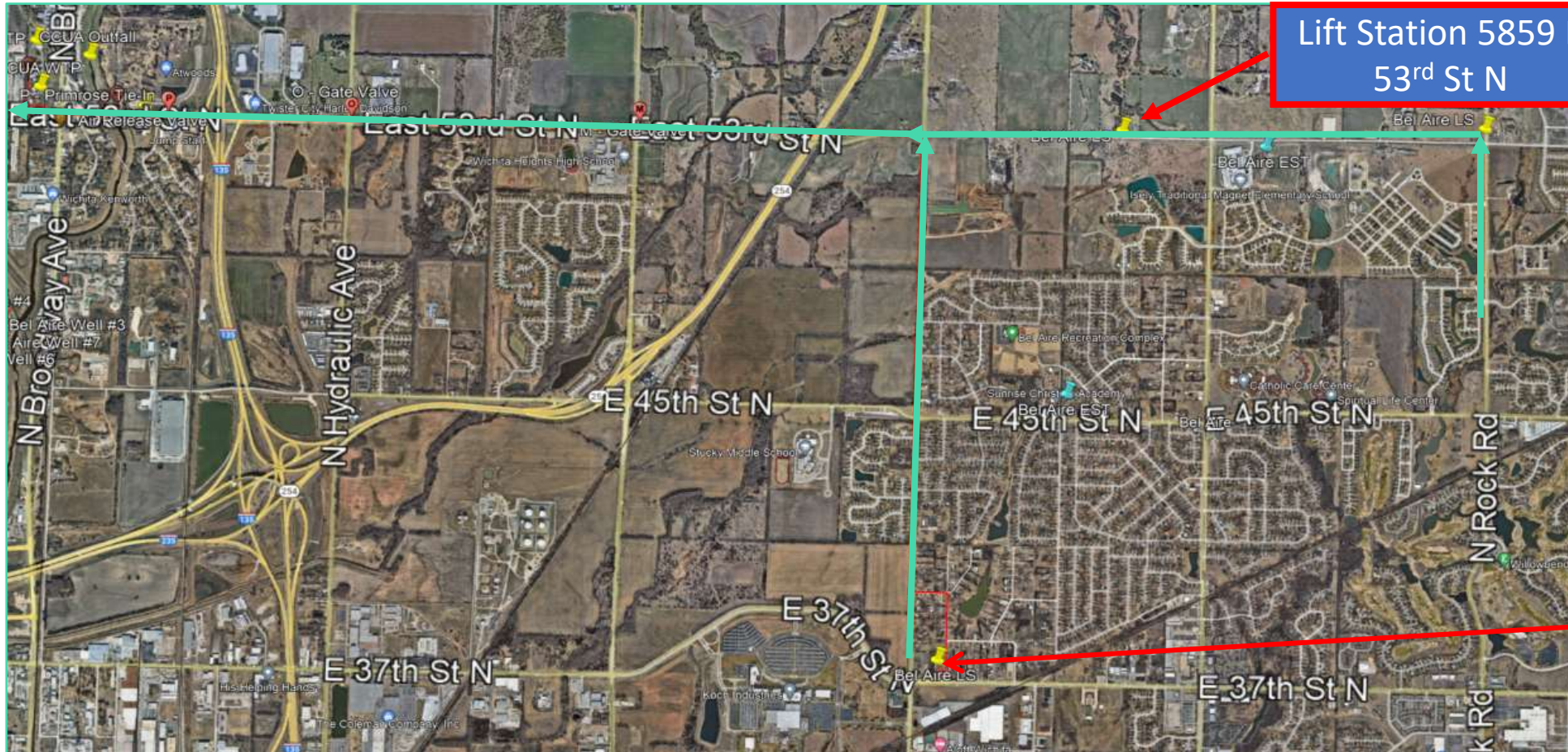
Collection System Sampling & Support



Sampling Locations

Section IX, Item A.

Sanitary Sewer Line



Sampling Activities

- Refrigerated Autosamplers located at each lift station are programmed to collect a sample every 30 minutes and composited over a 24-hour period in a single sample collection bottle once per week.
- City staff pour composited sample into designated sample containers provided by the laboratory, place in a cooler with ice, and ship to the laboratory for analysis.
- EPA Standard Methods require that samples be maintained at a temperature of 4 degrees Celsius (39 degrees Fahrenheit)



Sampling Parameter Descriptions: BOD & TSS

Section IX, Item A.

- **BOD - Biochemical Oxygen Demand:**
amount of dissolved oxygen needed by aerobic microorganisms to break down organic matter present in a water sample over a specific time period
- **TSS - Total Suspended Solids:**
measurement of the solid particles suspended in water that are larger than 2 microns in size
 - **Inorganic:** Sand, sediment, silt, and clay
 - **Organic:** Algae and bacteria

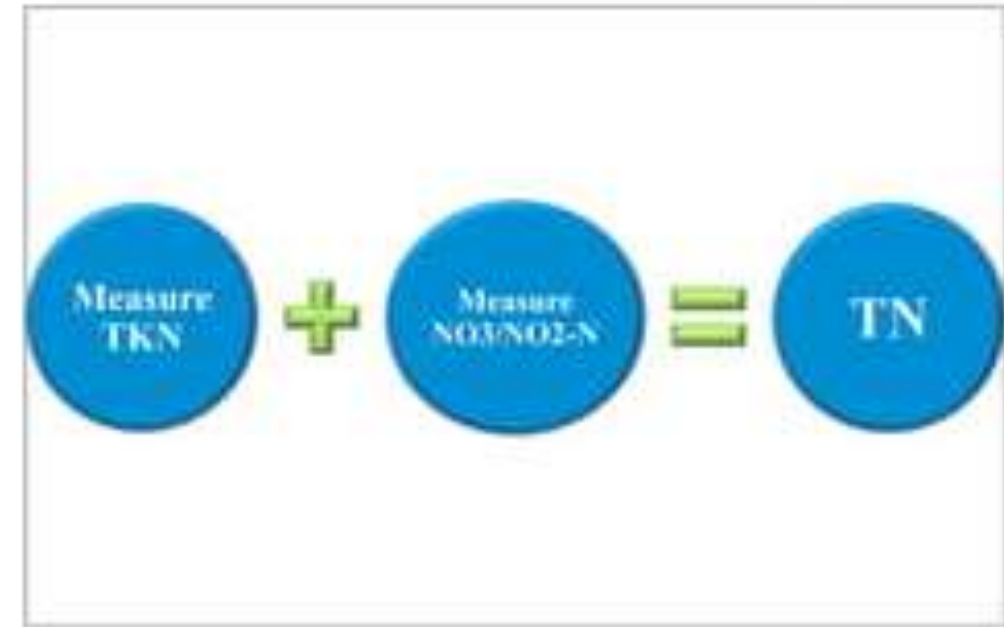


Sampling Parameter Description: Total Nitrogen

Section IX, Item A.

- **NH₃-N Ammonia Nitrogen:**
nitrogen present in the form of ammonia and ammonium ions which originates from the decomposition of organic matter containing nitrogen in sewage.
(human waste, ammonia cleaners)
- **TKN – Total Kjeldahl Nitrogen:**
measurement of both the organic and inorganic nitrogen in a sample

Current EPA Definition for Total Nitrogen
Requires Two Methods



2 / 27

Sampling Parameter

Description: Total Phosphorus

Section IX, Item A.

- **TP - Total Phosphorus:**
measurement of all phosphorus found in a sample, whether that phosphorus is dissolved or particulate. Due to impacts to streams, KDHE is in the process of issuing more stringent limits



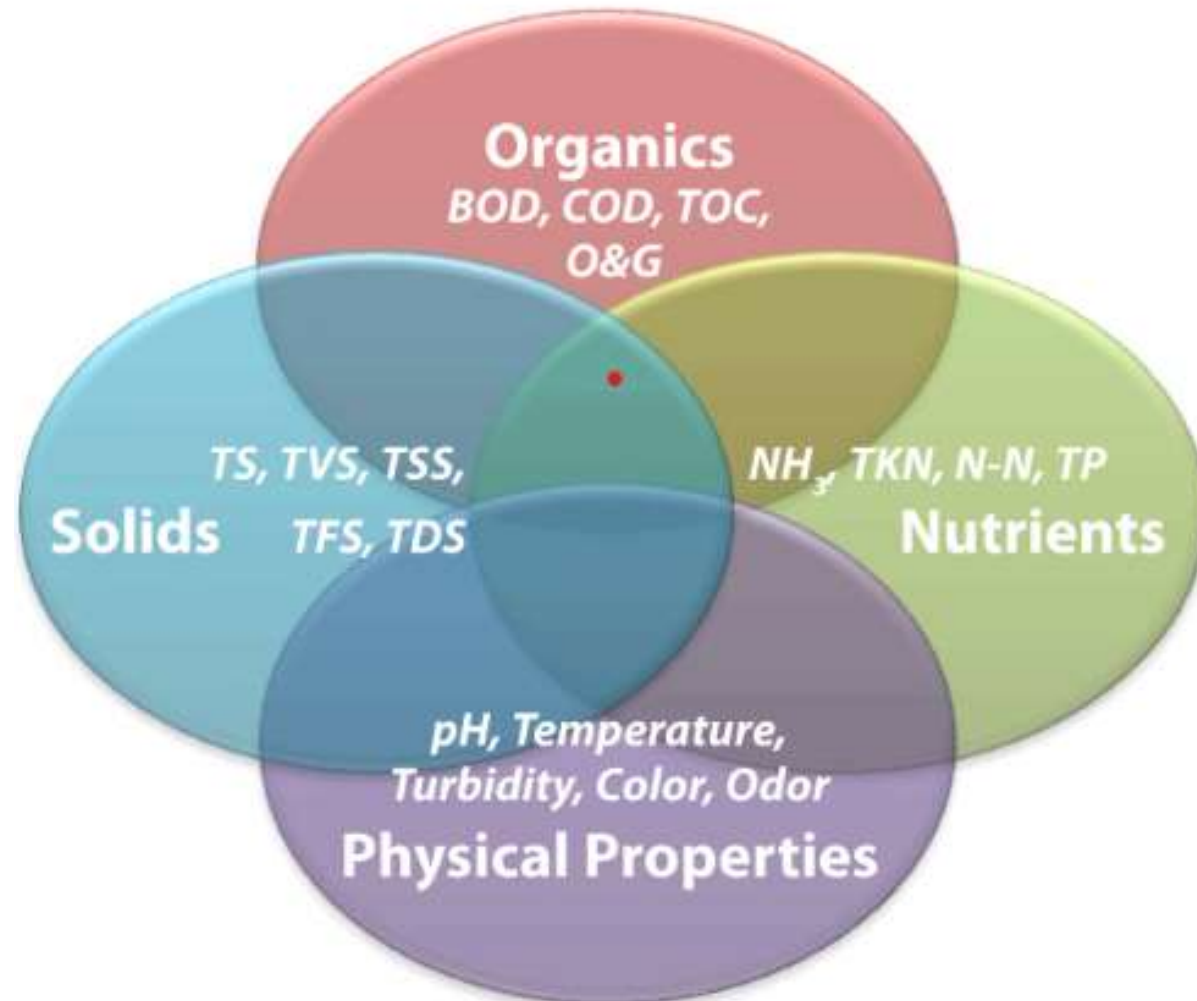
Oil and Grease



Floating Grease Layer in Lift Station Wetwell

- Parameter not regulated in NPDES Permit, and not part of the City's sampling program
- Oil and Grease has the largest impact in the Collection System
- Control is through effective Best Management Program – Fats Oils and Grease (FOG) manages grease through installation and maintenance of grease interceptors at food service facilities

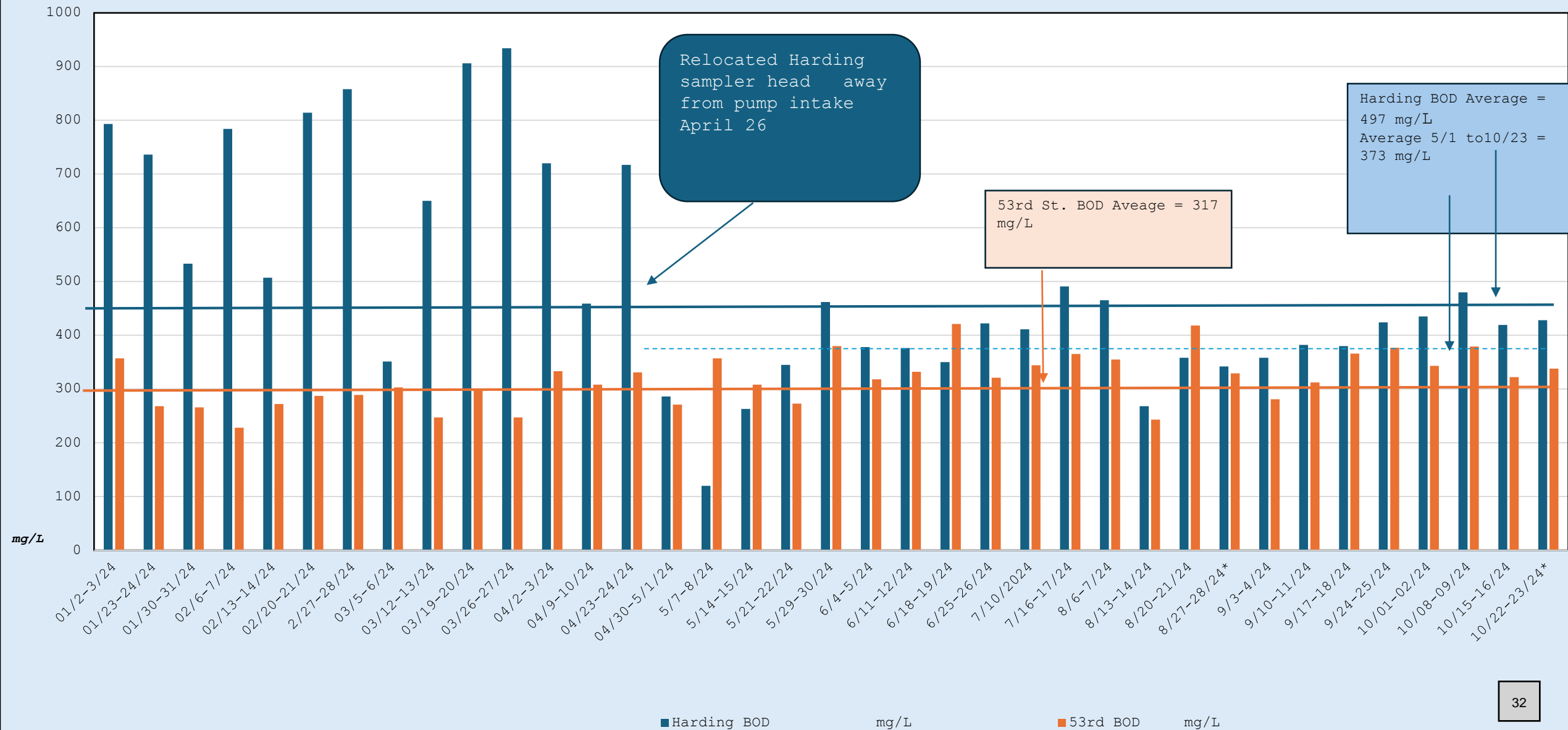
Interaction of wastewater analytes



City Lift Stations Analytical History

Section IX, Item A.

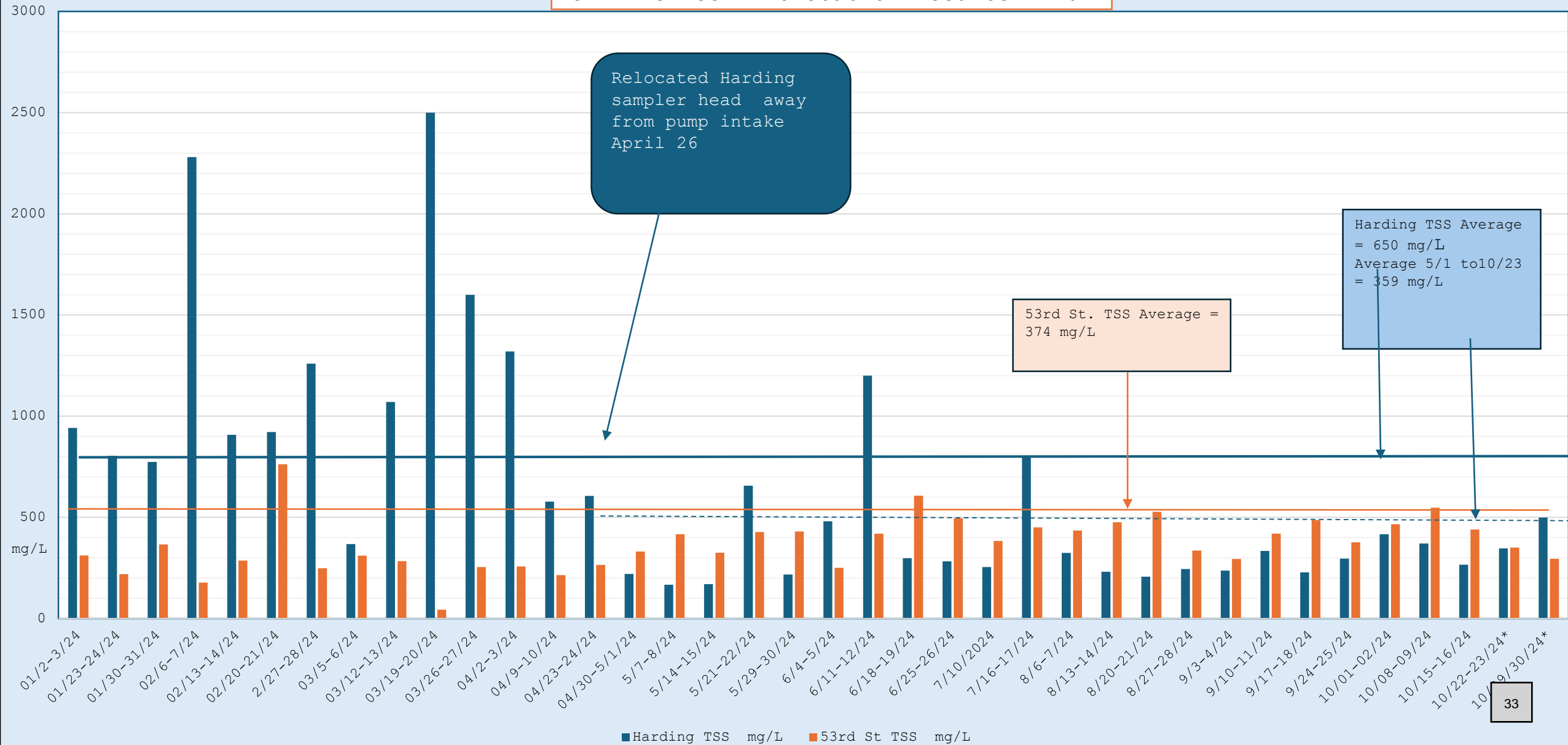
Bel Aire BOD Lift Station Results - 2024



City Lift Stations Analytical History

Section IX, Item A.

Bel Aire TSS Lift Station Results - 2024



City Lift Stations Analytical Nutrient History

Section IX, Item A.

- Please refer to graphs in document appendix
- Nutrient Analytical data not used in COSA
- Total Nitrogen and Total Phosphorus limits included in CCUA NPDES Discharge Permit
- Harding Lift results show occasional spikes
- 53rd Street LS results more consistent

Historical Result Concentration Comparison

Section IX, Item A.

Raw Wastewater Characteristics*

2024 Averages

Parameter	Low	Moderate	High	Harding Average	53 rd Street Average
BOD	110 mg/L	220 mg/L	500 mg/L	373 mg/L	317 mg/L
TSS	250 mg/L	500 mg/L	850 mg/L	359 mg/L	374 mg/L
NH3-N	12 mg/L	30 mg/L	50 mg/L	46 mg/L	41 mg/L
TKN	20 mg/L	40 mg/L	85 mg/L	56 mg/L	52 mg/L
TP	4 mg/L	8 mg/L	15 mg/L	8 mg/L	7 mg/L

* *National Institute of Health Literature Values – February 2012*

Program Analytical Costs

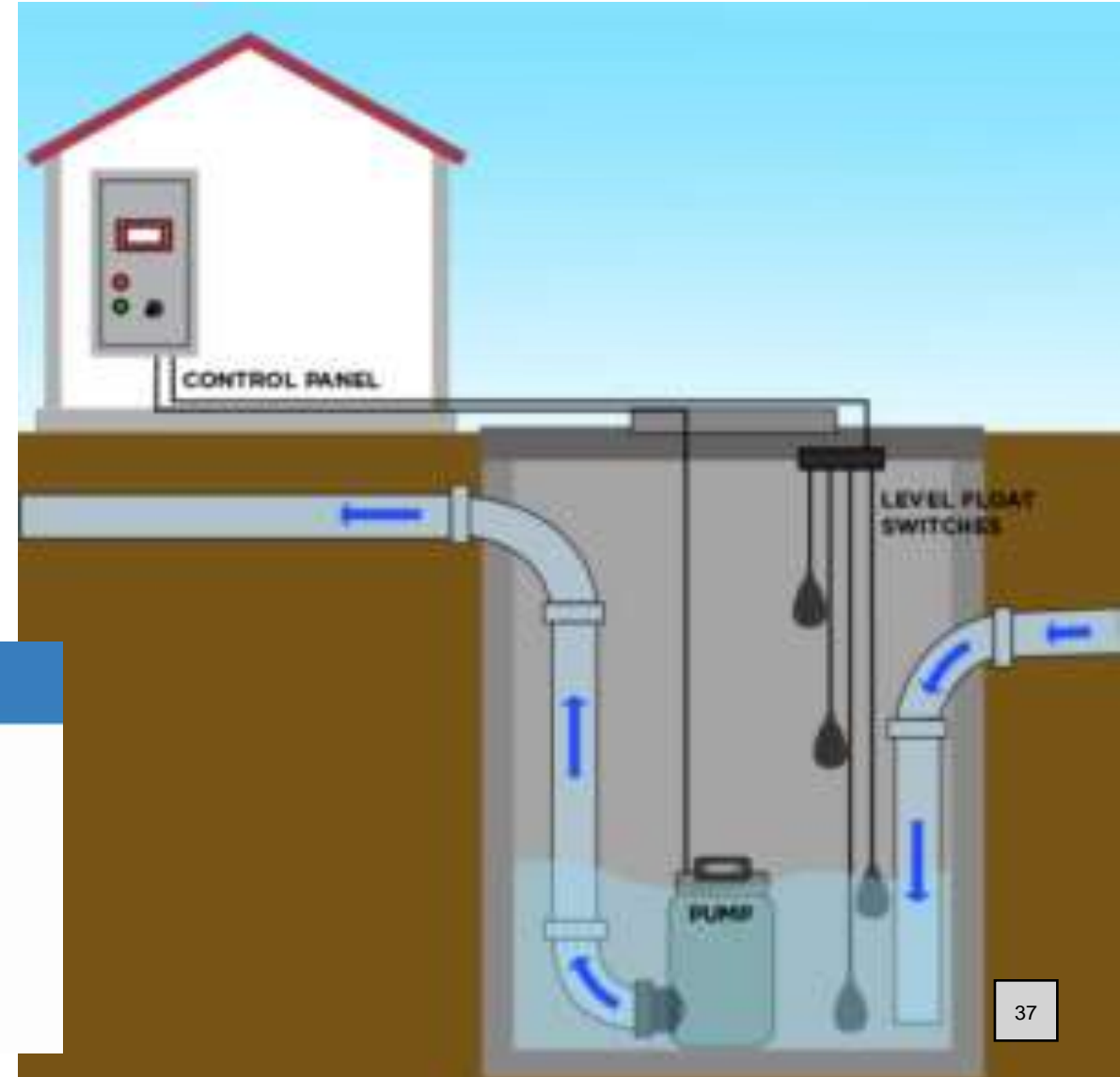
Monitoring Frequency	Parameters Analyzed	2024 Annual Lab Analytical Cost	2025 Annual Lab Analytical Cost
Weekly	BOD and TSS	\$3,036.80	\$3,120.00
Weekly	BOD, TSS, NH3-N, TKN, TP	\$7675.20	\$7,280.00
Monthly	BOD and TSS	\$700.80	\$720.00
Monthly	BOD, TSS, NH3-N, TKN, TP	\$1771.20	\$1,680.00
Quarterly	BOD and TSS	\$233.60	\$240.00
Quarterly	BOD, TSS, NH3-N, TKN, TP	\$590.40	\$560.00
Quarterly	NH3-N, TKN, TP	\$356.80	\$360.00

Wastewater Meters - Electro-magnetic meters installed on Lift Station discharge pipe

Section IX, Item A.

Operates by measuring the voltage induced in a conductive fluid as it flows through a magnetic field, using the principle of Faraday's Law of Electromagnetic Induction; the strength of this induced voltage is directly proportional to the fluid's velocity, allowing for accurate calculation of the wastewater flow rate through a pipe.

Electromagnetic Flowmeter



Flow Used to Calculate Strength Loading

- Total monthly or annual flow values are multiplied by the BOD and TSS monthly or annual average concentration to calculate wastewater strength in pounds.
- This strength loading will be used in the CCUA Cost of Service Agreement calculation.

Loading(lb/day (or month or year)) = concentration (mg/L) x flow (million gallons/day (or month or year)) x 8.34 lb/gallon.

Recommendations

- Initiate collecting total discharge wastewater measurements at Lift Stations in total gallons (currently collecting daily pump run times)
- CCUA plans to collect and maintain wastewater meter measurements
- Due to consistency of analytical results, reducing monitoring frequencies could be considered

Long-Term Program Management

A plan for long-term sewer use program management sets the City up for success

- Provides important data criteria for Wastewater Master Planning, including future wastewater treatment plant design
- Accuracy in data used for Cost-Of-Service Agreement and Annual True-up



Thank-You!

Questions?



Becky Lewis
Burns & McDonnell
blewis@burnsmcd.com
316-393-0785

City of Bel Aire, Kansas Wastewater Sampling Status

December 3, 2024

To meet objectives to implement a wastewater monitoring and pollutant control program, the City of Bel Aire has been monitoring the levels of conventional pollutants since August 2023. Conventional pollutants are the pollutants that are found in domestic, non-industrial wastewater, and which municipal wastewater plants are designed to remove. Because of the impact from the wastewater plant effluent to the aquatic community in the receiving stream (Chisholm Creek), KDHE issues Wastewater Discharge Permits (NPDES) effluent limits for these parameters. If wastewater influent pollutant concentrations increase, the cost for the wastewater treatment facility to remove these parameters also increases. The CCUA Cost Of Service Agreement (COSA) recommends that strength loading include Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS) concentrations from each municipality (Bel Aire and Park City) to determine the pollutant loading strength from each municipality for cost allocation.

PARAMETER ASSESSMENT

The following parameters are collected via a 24-hour time composite autosampler on a weekly basis at the two main lift stations in Bel Aire. These two lift stations located at 3800 N Harding and 5859 E 53rd Street N, collect all of the wastewater generated in Bel Aire before entering a force main which delivers the wastewater to the Chisholm Creek Utility Authority (CCUA) wastewater treatment facility located in Park City at 53rd St N and Broadway.

BOD – Biochemical Oxygen Demand: A measure of the amount of oxygen in milligrams per liter required to remove the waste organic matter from water in the process of decomposition by aerobic bacteria in a wastewater treatment plant. A high Biochemical Oxygen Demand (BOD) in wastewater significantly impacts the activated sludge process by requiring more oxygen to break down organic matter, potentially leading to poor treatment efficiency, and reduced effluent quality if not properly managed through increased aeration and process adjustments.

TSS – Total Suspended Solids: Refers to waterborne particles that exceed 2 microns in size. The majority of total suspended solids comprise of inorganic materials; however, algae and bacteria may also be considered TSS. TSS could be anything that floats or “suspends” in water, including sand, sediment, and plankton. High TSS can impact the efficiency of the treatment plant clarifiers and if allowed to pass through to the Ultra-Violet disinfection system, the water will be too turbid to remove pathogens. Extremely high TSS can cause blockages in the sanitary sewer lines and clog pumps.

NH3-N – Ammonia Nitrogen: Nitrogen in the form of free ammonia and ionic ammonium, mainly from the decomposition of nitrogen-containing organic matter in domestic sewage, including proteins, amino acids, and urea found in human waste (urine and feces), animal waste, food processing waste, and certain industrial effluents industrial wastewater, as well as drainage from heavily fertilized land areas. Ammonia is toxic to aquatic life and therefore, KDHE includes ammonia permit discharge limits at wastewater treatment plants. Through a series of zones, the beneficial microorganisms in the wastewater biological nutrient removal plant convert the ammonia to gaseous nitrogen.

TKN - Total Kjeldahl Nitrogen: A measurement of the total amount of organic and ammonia nitrogen in a sample. The Kjeldahl method is used to measure the nitrogen content that is directly associated with organic matter and the biological treatment process. It does not include the inorganic compounds of Nitrate or Nitrite. The organic nitrogen is typically a significant portion of the organic waste that is related to the BOD concentration. Excess levels of organic nitrogen in a plant discharge can result in algae blooms in a stream, depleting oxygen and resulting in fish kills.

TP – Total Phosphorus: The measure of all phosphorus found in a sample, whether that phosphorus is dissolved or particulate. This is commonly used when sampling in wastewater treatment and is notably used to determine the health of the water body. Phosphorus in wastewater can be removed biologically or through chemical addition. Excess levels of phosphorus in a plant discharge can result in algae blooms in a stream, depleting oxygen and resulting in fish kills.

Table 1 provides typical concentrations of the parameters found in untreated domestic sewage.*

Table 1 Raw Wastewater Characteristics

Parameters	Concentrations - milligrams per Liter (mg/L)		
	Low	Moderate	High
BOD	110	220	500
TSS	250	500	850
NH3-N	12	30	50
TKN	20	40	85
TP	4	8	15

* National Institute of Health (NIH.gov) February 2012

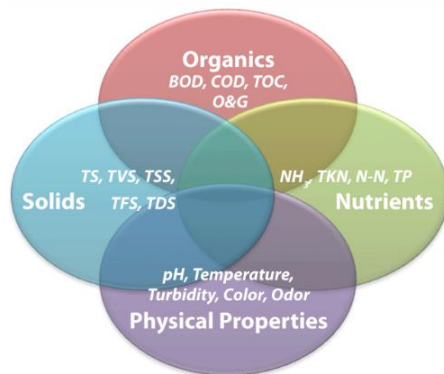
Table 2 includes averages of the parameters collected from the two Bel Aire Lift Stations. These are averages from sample results collected weekly from January to October 2024. While samples have been collected on a weekly basis since August 2023, the Harding Lift Station sample results collected prior to May were not used in these averages as it was determined that the samples collected at the Harding lift station were not representative of the actual contribution, as the sample collection point was located too close to the wastewater pump intake. The collection point has been relocated to an area where better mixing of the wastewater is available.

Table 2: Bel Aire Lift Station YTD 2024 Average Concentrations

Parameters	Concentrations – milligrams per Liter (mg/L)	
	Harding Lift Station (May to October 2024)	53 rd Street Lift Station
BOD	373	317
TSS	359	374

Ammonia - NH ₃ -N	46	41
Total Organic Nitrogen -TKN	56	52
Total Phosphorus - TP	8	7

The BOD, Ammonia, and Total Organic Nitrogen at both Lift Stations range from the moderate to high literature values. The TSS ranges between the low and moderate levels. The Total Phosphorus average remains at moderate levels. Potential reasons for the result values vary, but may be attributed to the drought, minimizing groundwater infiltration, increased installation of low water use fixtures in building structures, or increased activity from food service businesses such as restaurants, schools, care homes and churches.



In wastewater treatment, BOD (Biochemical Oxygen Demand) is closely related to TSS (Total Suspended Solids), where high levels of TSS often indicate a high BOD, meaning more organic matter is present for bacteria to decompose and consume oxygen; pH plays a crucial role in the activity of these bacteria, while nutrients like nitrogen and phosphorus are necessary for their growth, impacting the overall efficiency of the biological treatment process.

Recommendations:

Appendix 1 includes graphs of each pollutant sampled in 2024. Since May 1, 2024, results at both stations have been consistent with a few outliers that could be contributed to maintenance activities in the collection system or the lift station, high strength discharges from food preparation or cleaning activities at area businesses or residents, or an analytical anomaly.

The CCUA Cost of Service Agreement (COSA) between Bel Aire and Park City includes using BOD and TSS results to calculate the strength loading from each City. This will be calculated by multiplying the average BOD and TSS concentration in milligrams per liter by the municipality's total wastewater flow in million gallons per day.

The remaining parameters, Ammonia, Total Kjeldahl Nitrogen, and Total Phosphorus are analyzed in anticipation that discharge limits may become more restrictive and the cost by the Utility to treat these pollutants may increase. The collected data may also be useful to assist the wastewater design engineering team when upgrading the plant to achieve current and future discharge requirements.

Weekly monitoring, sampling, and analysis of these parameters offers critical data points that will assist in allocating accurate treatment costs for Bel Aire. The weekly analyses and resources needed to collect the samples is a notable expense for the City. Based on the 2024 data, analytical data is consistent, and reduced monitoring could be considered. Table 3 provides suggested alternatives with cost considerations for each alternative.

Table 3 - Monitoring Alternatives

Monitoring Frequency	Parameters Analyzed	2024 Lab Analytical Cost	2025 Lab Analytical Cost
Weekly	BOD and TSS	\$3,036.80**	\$3,120.00**
Weekly	BOD, TSS, NH3-N, TKN, TP	\$7,675.20**	\$7,280.00**
Monthly	BOD and TSS	\$700.80**	\$720.00**
Monthly	BOD, TSS, NH3-N, TKN, TP	\$1,771.20**	\$1,680.00**
Quarterly	BOD and TSS	\$233.60	\$240.00
Quarterly	BOD, TSS, NH3-N, TKN, TP	\$590.40	\$560.00
Quarterly	NH3-N, TKN, TP	\$356.80	\$360.00

** Assumes 52 weekly sampling events/ 12 monthly sampling events/ 4 quarterly sampling events

Sampling costs also include the following charges added to each invoice:

	<u>2024</u>	<u>2025</u>
Transportation:	\$58.50	\$75.00
Environmental Impact Fee:	\$30.00	\$30.00
Sample Disposal Fee:	\$ 7.00	\$ 7.00

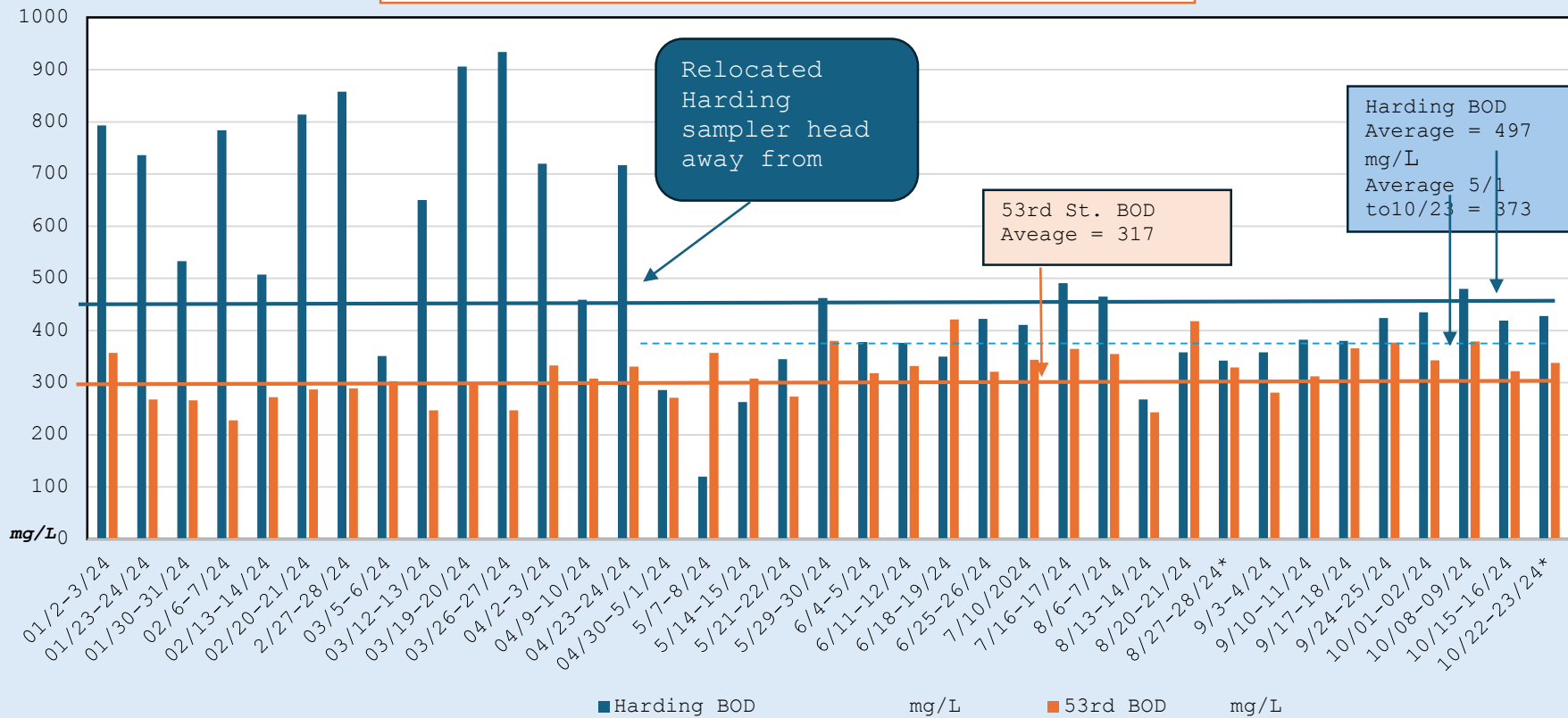
The City is commended for initiating a proactive approach to determine loading factors for the COSA. This data is also beneficial for the Utility in determining treatment efficiencies as well as design criteria for plant upgrades. When this monitoring program was approved in August 2022, City Council recommended that staff initiate a weekly monitoring program until sample results were somewhat stable. While sampling results after May 2024, display a few outliers, it is believed that sufficient data is available to warrant a reduced monitoring frequency. Table 3 offers alternatives to consider. It is recommended that the City consider using one or a combination of two or more alternatives to best utilize existing resources. An acceptable option may include weekly or monthly BOD and TSS combined with Quarterly nutrient parameters. (NH₃-N, TKN, TP)

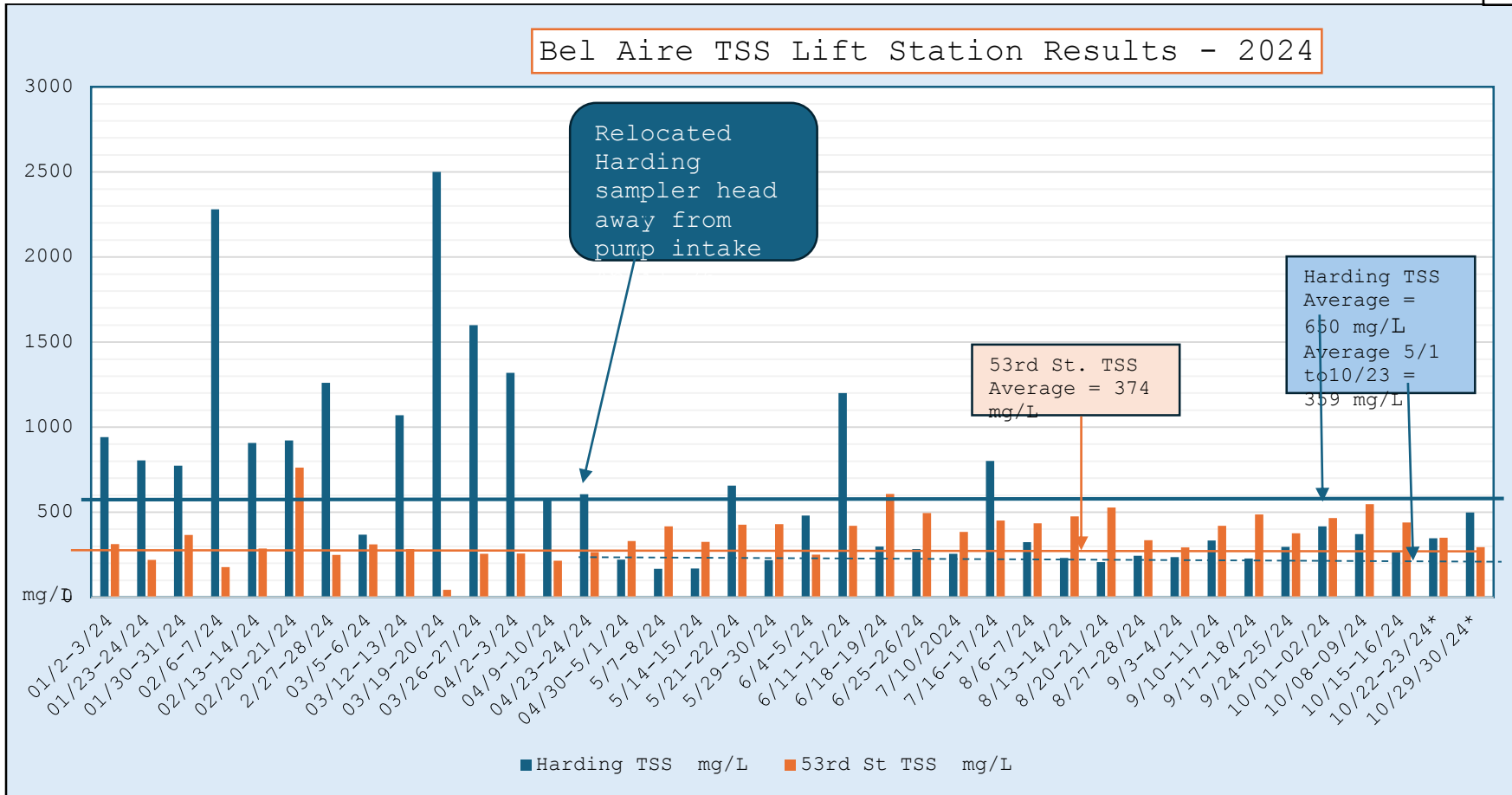
The City has replaced the wastewater flow meters at both the Harding and 53rd Street N Lift Stations. It is recommended that the meter be programed to measure and record daily total flows in gallons per day to assist with loading calculations. Currently pump run times are recorded on a daily basis, which can be used to calculate daily flow volumes, by multiplying the run times by the maximum gallons per minute rated for the specific pump. Using this computation can result in inaccuracies as pump curves can change over time. Using the actual wastewater meter flow readings will assure loading calculation accuracies.

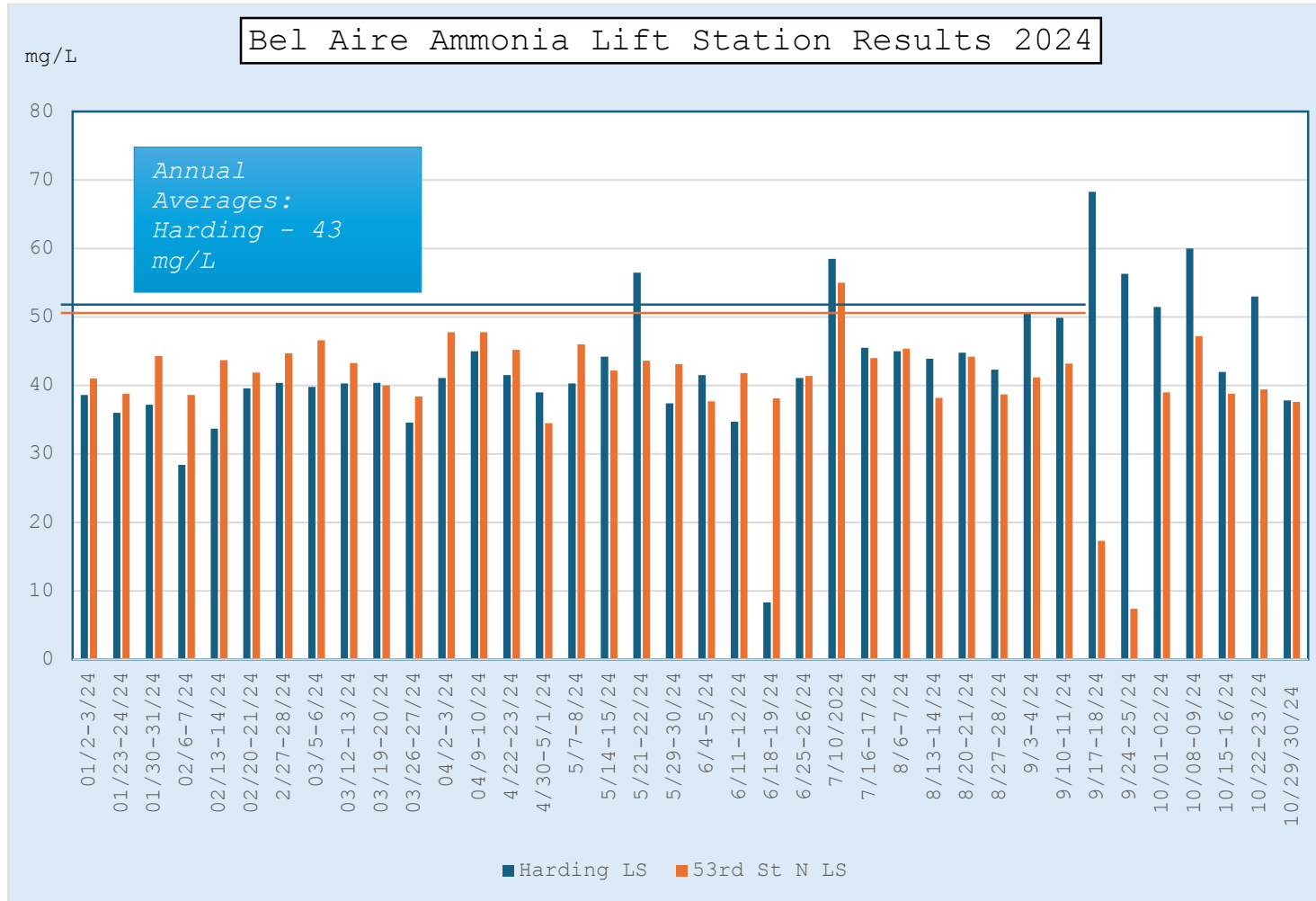
The analytical data collected over the last year and a half with the Council adoption of a comprehensive pretreatment code assures that the City has a procedure to protect the municipal sanitary sewer system and the wastewater treatment plant from harmful pollutants. The data will be used to accurately calculate the pollutant loading impact at the CCUA wastewater treatment plant, facilitating the Cost-of-Service Agreement and annual True-up. Evaluating the frequency of the data collection at the lift stations and applying the City's pretreatment program requirements will continue to enhance the program for this community.

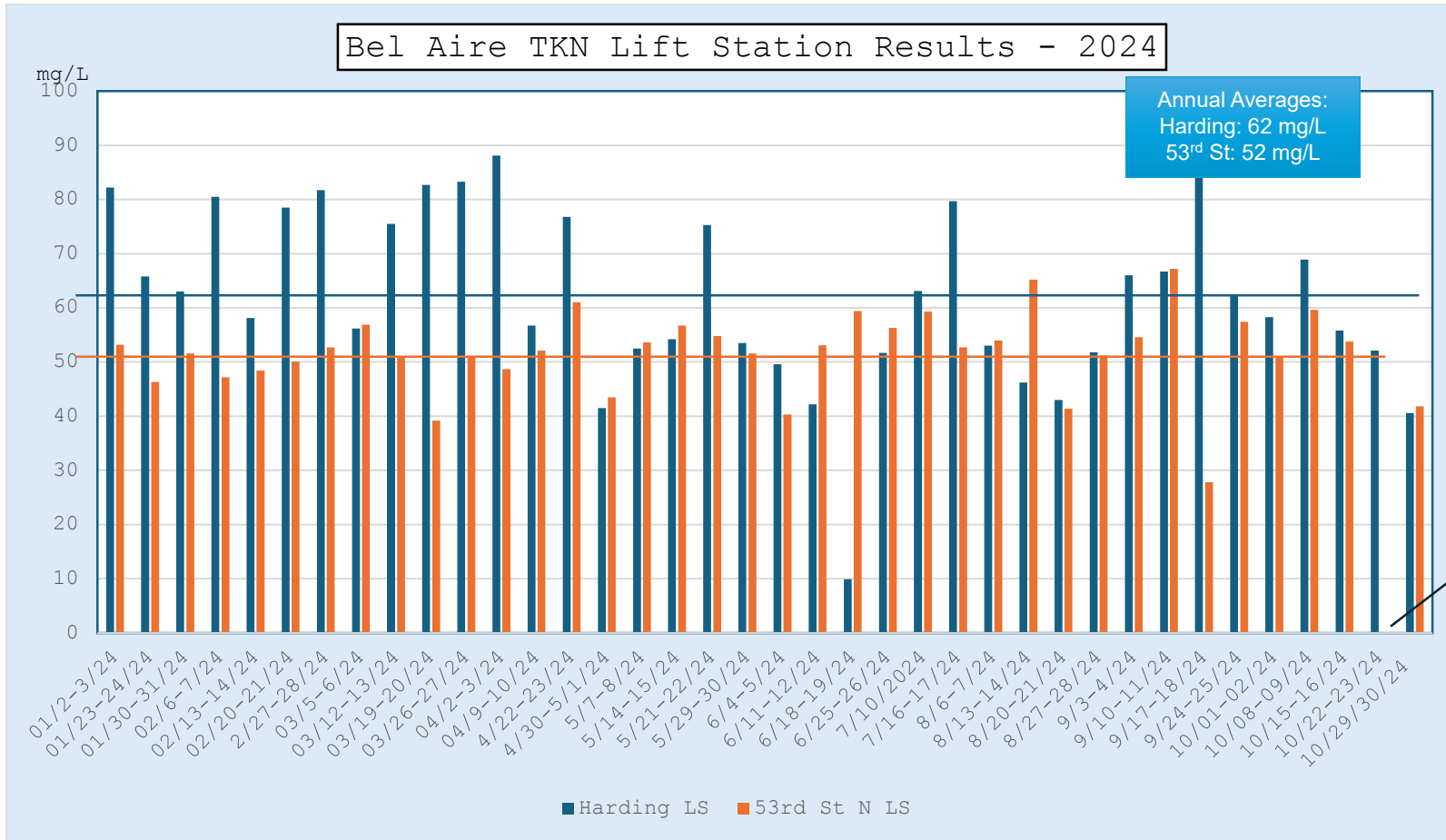
Appendix 1 – City of Bel Aire Lift Stations 2024 Conventional Pollutant Graphs

Bel Aire BOD Lift Station Results - 2024

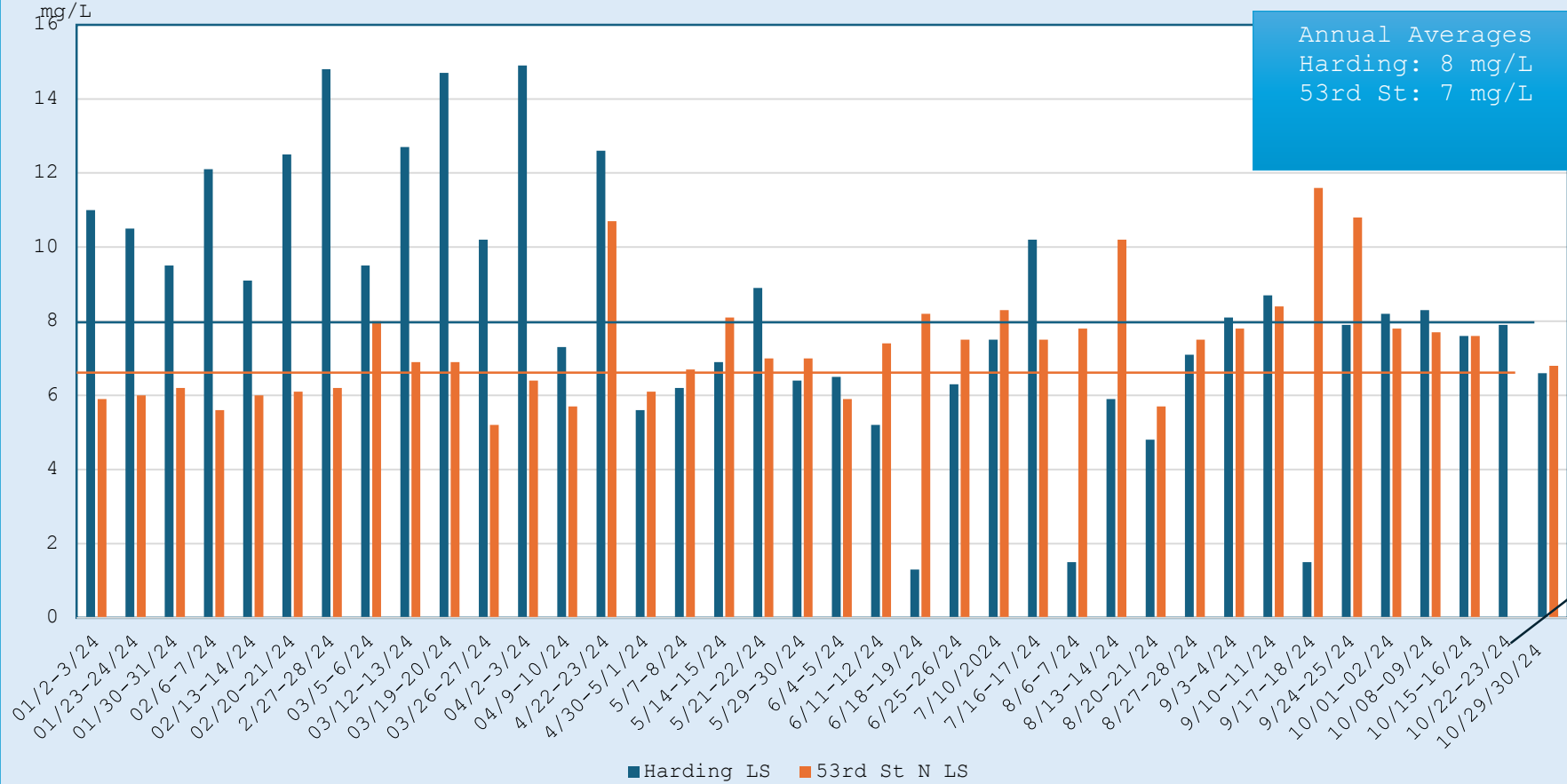








Bel Aire TP Lift Station Results - 2024



53rd
Results NA

_____, 2024

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

Security Bank of Kansas City
701 Minnesota Ave., Suite 206
P.O. Box 171297
Kansas City, Kansas 66117

Re: City of Bel Aire, Kansas
Industrial Revenue Bonds, Series 2020
(WAM Investments – Phase 2)

Ladies and Gentlemen:

This is to advise that WAM Investments, LLC elects to exercise the option to purchase a portion of the Project as described in *Article 17* of the Lease between the City of Bel Aire, Kansas, as Issuer, and WAM Investments, LLC, a Kansas limited liability company, as Tenant, as authorized by Ordinance No. 662 of the Issuer. Closing is proposed to be as soon as possible.

Very truly yours,

WAM INVESTMENTS, LLC

By: _____
Name: _____
Title: _____

Gilmore & Bell, P.C.
11/18/2024

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON DECEMBER 3, 2024**

The governing body met in regular session at the usual meeting place in the City on December 3, 2024, at 7:00 p.m., the following members being present and participating, to wit:

Absent:

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

(Other Proceedings)

Thereupon, 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 WAM INVESTMENTS, LLC**

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 Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

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

CERTIFICATE

I 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.
11/18/2024

RESOLUTION NO. [____]

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

WHEREAS, pursuant to Ordinance No. 662 dated November 17, 2020, the City of Bel Aire, Kansas (the “Issuer”) has previously issued its Industrial Revenue Bonds, Series 2020 (WAM Investments – Phase 2) in the original aggregate principal amount of \$3,000,000 (the "Bonds") to finance the cost of acquiring, purchasing, constructing and equipping a certain facility to be used for industrial and commercial purposes (the "Project"), such Project having been leased to WAM Investments, LLC, a Kansas limited liability company (the "Tenant") pursuant to a Lease dated as of December 1, 2020 between the City and the Tenant (the "Lease"); and

WHEREAS, the Tenant desires to exercise its option to purchase an unimproved portion of the Project under *Article 17* of the Lease; and

WHEREAS, the Tenant is not in default under the Lease and all principal and interest due on the Bonds on the date hereof has been paid or payment has been provided for; and

WHEREAS, the Tenant has provided the City and the Fiscal Agent written notice of its intent to exercise its option to purchase a portion of the Project;

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

Section 1. The Mayor and Clerk are authorized and directed to execute a release of lease, in substantially the form submitted to the Governing Body concurrently with the adoption of this Resolution. The Clerk is directed to deliver the executed release of lease to the Tenant.

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

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

ADOPTED by the governing body of the City of Bel Aire, Kansas on December 3, 2024.

CITY OF BEL AIRE, KANSAS

Mayor

[SEAL]

Attest:

By: _____
Clerk

RELEASE OF LEASE

WHEREAS, the City of Bel Aire, Kansas (the "Issuer") has entered into a Lease dated as of December 1, 2020 (the "Lease") between the Issuer and WAM Investments, LLC, a Kansas limited liability company (the "Tenant"), notice of which is recorded in DOC.#/FLM-PG: 30016767 in the office of the Sedgwick County Register of Deeds; and

WHEREAS, the Issuer assigned its interest in the Lease to Security Bank of Kansas City, Kansas City, Kansas, acting as Fiscal Agent for the Issuer and others for purpose of enforcement of the Tenant's covenants under the Lease, notice of which is recorded in DOC.#/FLM-PG: 30016768 in the office of the Sedgwick County Register of Deeds; and

WHEREAS, the Tenant has exercised its option to purchase a portion of the facility described in the Lease from the Issuer; and

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

THEREFORE, the property described in the attached *Schedule I* is released from any claim of the Issuer and the Fiscal Agent under the Lease as of December ____, 2024.

CITY OF BEL AIRE, KANSAS

By: _____
Jim Benage, Mayor

[SEAL]

ATTEST:

By : _____
Melissa Krehbiel, Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of December, 2024 by Jim Benage, Mayor, and Melissa Krehbiel, Clerk, respectively, of the City of Bel Aire, Kansas, on behalf of said city.

[SEAL]

By: _____
Notary Public

My appointment expires:

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas

By: _____
Name: Bonnie Mosher
Title: Vice President

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this ____ day of December, 2024 by Bonnie Mosher, as Vice President of Security Bank of Kansas City, Kansas City, Kansas, a state banking association or corporation.

[SEAL]

Notary Public

My appointment expires:

SCHEDULE I

PROPERTY RELEASED FROM LEASE

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

Lot 2, Block 2, in Bel Aire Industrial Park, an Addition to Bel Aire, Sedgwick County, Kansas

said real property constituting the "Land" as referred to in the Lease entered into by the Issuer concurrently with the issuance of the Bonds, subject to all easements, rights-of-way and other encumbrances of record.

GILMORE & BELL, P.C.
10/28/2024

ORDINANCE NO. [_____]

**OF THE
CITY OF BEL AIRE, KANSAS**

**AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED \$12,535,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2024
(BAYSIDE DEVELOPMENT PROJECT)**

(Published in *The Ark Valley News* December 12, 2024)

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (BAYSIDE DEVELOPMENT PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS HAS FOUND AND DETERMINED:

A. The City of Bel Aire, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) in the aggregate principal amount not to exceed \$12,535,000 (the "Series 2024 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a commercial facility (the "Project") as more fully described in the Trust Indenture and in the Lease authorized in this Ordinance, for lease to Bayside Development LLC, a Kansas limited liability company (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2024 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

- (i) a Trust Indenture (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series 2024 Bonds;
- (ii) a Site Lease (the "Site Lease") with the Tenant under which the Tenant will lease an interest in the Real Property to the Issuer;
- (iii) a Project Lease (the "Project Lease") with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and
- (iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2024 Bonds by the Issuer to Bayside Development LLC, Wichita, Kansas (the "Purchaser").

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2024 Bonds is eligible for exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be

exempt from ad valorem property taxes for a period of 10 years. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Trust Indenture and the Project Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to lease the Real Property and cause the Project to be acquired, constructed and equipped in the manner described in the Trust Indenture, the Site Lease and the Project Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2024 Bonds, to be designated "City of Bel Aire, Kansas Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project)" in the aggregate principal amount not to exceed \$12,535,000, for the purpose of providing funds to pay the costs of the acquisition, construction and equipping of the Project. The Series 2024 Bonds will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Trust Indenture. The Series 2024 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease. The Series 2024 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer and will not be payable in any manner by taxation.

Section 4. **Authorization of Indenture.** The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2024 Bonds on the terms and conditions in the Indenture.

Section 5. **Lease of the Project.** The Issuer will lease an interest in the Real Property and acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6. **Authorization of Bond Purchase Agreement.** The Issuer is authorized to sell the Series 2024 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2024 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Trust Indenture. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2024 Bonds, the Bond Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Property Tax Exemption.** The Project will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2024 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals.

Section 9. **Authority To Correct Errors and Omissions.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 10. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2024 Bonds and the Bond Documents.

Section 11. **Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

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PASSED by the governing body of the Issuer on December 3, 2024 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. _____ of the City of Bel Aire, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this Ordinance, and that the signed original of the Ordinance is on file in my office.

[SEAL]

City Clerk

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON DECEMBER 3, 2024

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

Absent:

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

(Other Proceedings)

Thereupon, there was presented for final passage an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (BAYSIDE DEVELOPMENT PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

Thereupon, Councilmember _____ moved that the Ordinance be passed. The motion was seconded by Councilmember _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed by the Mayor and the signature attested by the City Clerk.

(Other Proceedings)

CERTIFICATE

I 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 the proceedings are on file in my office.

[SEAL]

City Clerk

(Published in *The Ark Valley News* December 12, 2024)

SUMMARY OF ORDINANCE NO. [_____]

On December 3, 2024, the governing body of the City of Bel Aire, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (BAYSIDE DEVELOPMENT PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

The Ordinance authorizes the Issuer to issue its Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) in the aggregate principal amount not to exceed \$12,535,000 (the "Series 2024 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a commercial facility (the "Project"), as more fully described in the Trust Indenture, the Site Lease and the Project Lease authorized by the Ordinance. The Project will be leased by the Issuer to Bayside Development LLC, a Kansas limited liability company. In connection with the issuance of the Series 2024 Bonds, the Issuer approves a 10-year exemption from ad valorem property taxes for the Project.

A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas 67226. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.belaireks.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: December 3, 2024

City Attorney

GILMORE& BELL, P.C.
10/28/2024

ORIGINATION FEE AGREEMENT

THIS ORIGINATION FEE AGREEMENT (the “**Fee Agreement**”) is made and entered into as of December 1, 2024, by and between Bayside Development LLC, a Kansas limited liability company (the “**Company**”); and the City of Bel Aire, Kansas, a municipal corporation, (the “**City**”).

WHEREAS, the City is empowered to issue industrial revenue bonds pursuant to K.S.A. 12-1740, *et seq.* and to grant property tax exemptions under K.S.A. 79-201a *Second*, subject to satisfaction of the applicable conditions precedent under State law and City policies; and,

WHEREAS, the Company has built a commercial facility within the City of Bel Aire; and,

WHEREAS, the Company has acquired land (the “**Real Property**”) for the primary purpose of conducting the Company’s business within the City; and,

WHEREAS, the Company has requested the City issue taxable industrial revenue bonds in a principal amount not to exceed \$12,535,000 (the “**Bonds**”) and grant a property tax abatement on the buildings, improvements, equipment, fixtures and personal property financed with the proceeds of the Bonds (the “**Project**”); and,

WHEREAS, in connection with the issuance of the Bonds, the Company has offered to pay the City an origination fee, subject to the conditions in this Fee Agreement; and

WHEREAS, the City desires to issue the Bonds and grant a property tax abatement, subject to the conditions in this Fee Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Fee Agreement, the parties agree as follows:

1. The City agrees to consider, in good faith, the Company’s request for the City to issue its taxable industrial revenue bonds pursuant to K.S.A. 12-1740 *et seq.*, in an amount not to exceed \$12,535,000 (the “**Bonds**”) for the purpose of making the proceeds thereof available for the benefit of the Company to pay the costs of the acquisition of the Real Property and the costs of constructing and equipping the Project. The City further agrees to consider, in good faith, as a part of the issuance of the Bonds, the request of the Company for the exemption of *ad valorem* property taxes on the Project for a period of 10 years commencing with the calendar year following the year in which the Bonds are issued. The Company will qualify for a Sales Tax Exemption Certificate for all Bond-financed personal property acquired for the Project. No exemption shall apply for any Real Property located within a tax increment financing (TIF) district. Any such exemption shall further be subject to both applicable law, the policies of the City, and the provisions of Section 2, hereinafter.

2. In the event the City grants the exemption set forth in Section 1, above, the City agrees to take all actions reasonably necessary, and the Company shall cooperate, to procure the approval by the Kansas Board of Tax Appeals (“**BOTA**”) of such exemptions. The parties acknowledge that said exemptions are subject to the submission of an appropriate application to, and the approval of such application by, BOTA. The Company acknowledges that, although the City will execute such application and pursue with the Company such approval, the City makes no assurance that such

approval will be given. The Company with the City will pursue such application to obtain an order from BOTA approving such application and granting such exemption. If the Company determines that it is necessary to appeal the order of BOTA to secure such exemption, the City shall cooperate with the Company, at the request and expense of the Company, in pursuance of such appeal. The continuation of such tax abatement (the "Abatement"), on an annual basis, shall be subject to the rules and procedures of BOTA and further subject to the Company's compliance with this Fee Agreement and with all applicable rules, regulations, statutes and ordinances.

3. On or before the date of closing on the issuance of the Bonds, the Company will pay an origination fee to the City in an amount equal to the lesser of 1.00% of the aggregate principal amount of the Bonds or \$100,000. The City shall use the origination fee solely for local economic development activities, pursuant to K.S.A. 12-1742.

4. The City agrees that it shall make no requirement in the Bond documents for any additional or other origination fees than that set forth above (the foregoing not including, however, the costs of issuance or other fees, costs or expenses which are customarily the responsibility of the beneficiary of industrial revenue bond financing).

5. This Fee Agreement is contingent upon the successful and satisfactory completion of the negotiations of the terms of the Bond issue. In the event such negotiations are not successfully completed or the Bonds are not issued for any reason, then the parties shall be released from the provisions of this Fee Agreement.

6. All notices or communications herein required or which either party desires to give to the other shall be in writing and shall be sent by: certified or registered, return receipt requested, postage prepaid, mail; personal delivery; recognized commercial courier which maintains evidence of delivery; or confirmed electronic or facsimile transmission, and shall be deemed sufficiently given if mailed, delivered or transmitted to the respective party at the address noted for said party, as set forth hereinafter. Regardless of the actual time of receipt, all notices or communications sufficiently given are deemed given 3 days after the postmarked date if given through the mail, and on the day received if given by personal delivery, commercial courier, electronic transmission or facsimile transmission. The addresses are, as follows:

The Company:	Bayside Development LLC 3819 N. Toben Street Wichita, Kansas 67226 Attn: Michael Le Email: michael@lapalmproduct.com
The City:	City of Bel Aire, Kansas 7651 East Central Park Avenue Bel Aire, KS 67226 Attn: City Clerk Email: mkrehbiel@belaireks.gov

7. This Fee Agreement may be modified, amended or supplemented only by a writing of equal dignity. The parties' legal counsel may, on behalf of their respective clients, execute any writing as aforesaid and such writing shall be deemed authorized and of the same force and effect as if executed by the respective party and may be relied upon by the other party.

8. No party shall delegate or assign this Fee Agreement or any rights or duties hereunder (including by the merger or consolidation of a party with any third person) without the prior, written consent of the other. This Fee Agreement shall be binding upon and shall inure to the benefit of the City and the Company and the respective successors and permitted assigns of each upon execution hereof by the City and the Company. This Fee Agreement creates no rights as a third party beneficiary or otherwise in any person not a party.

9. This Fee Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

10. This Fee Agreement is entered into in the State of Kansas and shall be interpreted under the laws of that state.

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IN WITNESS WHEREOF, the parties have executed this Fee Agreement as of the date set forth above.

CITY OF BEL AIRE, KANSAS

ATTEST:

Jim Benage, Mayor

Melissa Krehbiel, City Clerk

BAYSIDE DEVELOPMENT LLC,
a Kansas limited liability company

By: _____
Name: Michael Le
Title: Member



One Main Place – 100 North Main, Suite 800
Wichita, Kansas 67202-1311

(316) 267-2091 / (316) 262-6523 FAX / gilmorebell.com

December 13, 2024

To: The Attached Distribution List

Re: City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds
Series 2024
(Bayside Development Project)
Dated December 18, 2024 (the "Bonds")

CLOSING MEMORANDUM

The pre-closing for the Bonds is scheduled for December 17, 2024 at the offices of Gilmore & Bell, P.C. ("Bond Counsel"). At the pre-closing, all documents on the Closing List will be assembled with signature pages attached, and those present will have the opportunity to complete their review of the documents. Such documents will be held in escrow by pending the closing. At the conclusion of the pre-closing, all conditions to issuance of the Bonds will have been met, and the Bonds will have been delivered to the Trustee for authentication and delivery to the Purchaser at the closing.

The closing is scheduled for approximately 10:00 a.m. on December 18, 2024 (the "Closing Time"). The closing will be confirmed by e-mail from Bond Counsel.

Bayside Development LLC shall deliver to the Trustee its Requisition for Payment of Project Costs No. 1 (the "Payment Order") in the form set forth on *Appendix A* hereto, together with supporting invoices.

Upon confirmation of receipt by the Trustee of the Payment Order, Bond Counsel will (a) provide a signed approving legal opinion and (b) notify the Trustee that the Bonds may be delivered.

The Trustee will establish the Funds and Accounts set forth in the Trust Indenture. Post closing, Bond Counsel will transmit the Notice of Lease and Assignment of Lease to the Sedgwick County Register of Deeds for recording. Bond Counsel will also file the Certificate of Issuance with the Kansas Board of Tax Appeals.

Transcripts of the documents and proceedings will be provided by Bond Counsel as follows:

1. City of Bel Aire, Kansas ("Issuer")
2. Bayside Development LLC ("Company" and "Original Purchaser")
3. Security Bank of Kansas City (the "Trustee")
4. Gilmore & Bell, P.C. ("Bond Counsel")
5. Maria Schrock, Esq. ("City Attorney")
6. Foulston Siefkin, LLP ("Company's Counsel")

Of the parties listed above, the Issuer will receive a paper copy of the transcript. All others will receive a copy in electronic PDF unless a portable digital device is requested before closing.

If anyone has any questions or corrections regarding this matter, please advise the undersigned immediately.

Very truly yours,

SOS/as



**CITY OF BEL AIRE, KANSAS
NOT TO EXCEED \$12,000,000
TAXABLE INDUSTRIAL REVENUE BONDS
(BAYSIDE DEVELOPMENT LLC)**

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Section XII, Item B.

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FINANCING SCHEDULE

Following is a tentative financing schedule. If you have any comments on the schedule, please provide as soon as possible.

City of Bel Aire, Kansas
Bayside Development LLC
Foulston Siefkin LLP
Maria Schrock, Esq.
Gilmore & Bell, P.C.
Security Bank of Kansas City

"Issuer"
"Tenant" and "Purchaser"
"Tenant's Counsel"
"Issuer's Attorney"
"Bond Counsel"
"Trustee"

<u>DATE</u>	<u>DESCRIPTION</u>	<u>RESPONSIBLE PARTY</u>	<u>COMPLETED</u>
1/14/23	Preparation of Cost Benefit Analysis	Tenant	✓
2/9/23	Publish Notice of Public Hearing	Bond Counsel/Issuer	✓
2/21/23	Public Hearing and Resolution of Intent	Issuer	✓
10/29/24	Distribute first draft of bond documents	Bond Counsel	✓
11/22/24	Comments due on first draft bond documents	ALL	
11/25/24	Distribute final bond documents	Bond Counsel	
12/3/24	Passage of Ordinance	Issuer	
12/5/24	Send Summary Ordinance to newspaper	Bond Counsel	
12/9/24	Informational Statement to BOT (at least 7 days prior to closing)	Bond Counsel	
12/12/24	Publication of Ordinance	Bond Counsel	
12/13/24	Distribute Closing Letter and Print bonds	Bond Counsel	
12/17/24	Preclosing*	ALL	
12/18/24	Closing*	ALL	

*Attendance at preclosing and closing is optional if signature pages are furnished in advance.

GILMORE & BELL, P.C.
10/28/2024

**BAYSIDE DEVELOPMENT LLC
AS TENANT AND
AS PURCHASER**

**CITY OF BEL AIRE, KANSAS
AS ISSUER**

BOND PURCHASE AGREEMENT

**NOT TO EXCEED \$12,535,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2024
(BAYSIDE DEVELOPMENT PROJECT)**

BOND PURCHASE AGREEMENT

NOT TO EXCEED \$12,535,000
CITY OF BEL AIRE, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2024
(BAYSIDE DEVELOPMENT PROJECT)
Dated: DECEMBER 18, 2024

THIS AGREEMENT entered into December 18, 2024 (the “Sale Date”), between Bayside Development LLC, a Kansas limited liability company (the "Tenant" and the “Purchaser”) and the City of Bel Aire, Kansas (the "Issuer"), collectively referred to herein as the "Parties." All capitalized terms not specifically defined herein shall have the same meaning as defined in the hereinafter referenced Indenture and Project Lease, unless some other meaning is plainly indicated.

SECTION 1. RECITALS.

(a) The Issuer proposes to issue and sell the Bonds identified above (the "Bonds") to provide funds for the acquisition, construction and equipping of a commercial facility (the "Project") located within the corporate limits of the Issuer, to be leased by the Issuer to the Tenant pursuant to a Project Lease dated as of December 1, 2024 (the "Project Lease").

(b) Pursuant to the constitution and laws of the State of Kansas, including K.S.A. 12-1740 *et seq.* (the "Act"), the Bonds are limited obligations of the Issuer payable solely from the Trust Estate under the Indenture (hereinafter defined), including payments derived by the Issuer from the Project Lease. The Bonds will be dated December 18, 2024, will contain such other terms and provisions as are set forth in an ordinance duly passed by the governing body of the Issuer on December 3, 2024 (the "Ordinance"), and other proceedings and determinations related thereto as authorized and governed by the provisions of a Trust Indenture (the "Indenture") dated December 1, 2024 between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee").

(c) In order to induce the Purchaser to enter into this Bond Purchase Agreement and to purchase the Bonds at a price and bearing interest at the rate or rates set forth in the Indenture, the Issuer and the Tenant have joined in this Bond Purchase Agreement.

- (d) The proceeds of the sale of the Bonds are to be applied:
- (i) to provide for accrued interest through the date of Closing;
 - (ii) to provide funds to pay Project Costs (as defined in the Indenture); and
 - (iii) to pay expenses related to Bond issuance

all as set forth in the Project Lease, Ordinance and Indenture.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS.

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Purchaser agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser the

Bonds not later than 12:00 Noon, applicable Central time on December 18, 2024, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Purchaser, at the purchase price set forth on **Exhibit A** attached hereto (the “Purchase Price”). The date of such delivery and payment is herein called the “Issue Date,” the hour and date of such delivery and payment is herein called the “Closing Time” and the transactions to be accomplished for delivery of the Bonds on the Issue Date shall be herein called the “Closing.” The Bonds shall be issued under and secured as provided in the Indenture and the Bonds shall have the maturities and interest rates as set forth therein and on **Exhibit A** attached hereto, which also contains a summary of the redemption provisions of the Bonds. The Bonds shall contain such other provisions as are described in the Indenture.

(b) The Parties acknowledge and agree that: (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm’s-length commercial transaction between the Issuer and the Purchaser; (ii) in connection with such transaction, the Purchaser is acting solely as a principal and not as an agent or a fiduciary of any of Issuer; (iii) the Purchaser has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto or any other obligation to the Issuer, except with respect to the obligations expressly set forth in this Bond Purchase Agreement; and (iv) the Issuer has consulted with their own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

(c) The Bonds are purchased by Purchaser under the following conditions: (i) the Bonds are not being registered or otherwise qualified for sale under the “Blue Sky” laws; (ii) Purchaser will hold the Bonds as one single debt instrument, (iii) no CUSIP numbers will be obtained for the Bonds, (iv) no official statement or other similar offering document has been prepared in connection with the private placement of the Bonds, and (v) the Bonds will not close through the DTC or any similar repository and will not be in book entry form.

(d) The delivery of the Bonds shall be made in definitive form, as fully registered bonds (in such denominations as the Purchaser shall specify in writing at least 48 hours prior to the Closing Time), duly executed and authenticated; provided, however, the Bonds may be delivered in temporary form. The Bonds shall be available for examination and packaging by the Purchaser at least 24 hours prior to the Closing Time.

SECTION 3. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE PURCHASER

By the execution hereof the Purchaser hereby represents, warrants and agrees with the Issuer and the Tenant that as of the date hereof and at the Closing Time:

(a) Purchaser is knowledgeable and experienced in financial and business matters and is capable of evaluating investment merit and risks associated with its purchase of the Bonds. The Purchaser has been furnished and has reviewed the provisions of the Ordinance, Indenture and Project Lease relating to the authorization of and security for payment of the Bonds. Prior to the execution hereof Purchaser also obtained and examined such financial records and information necessary in order to enable itself to fully evaluate the terms and provisions of the Bonds and of the Indenture and Project Lease authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Bonds. On the basis of such information materials and Purchaser's investigation, Purchaser has made the decision to purchase the Bonds and has not relied upon any representations of the Issuer or any of its officers or employees with respect to the Project, the Tenant or security for payment of the Bonds.

(c) Purchaser is purchasing the Bonds as an investment for its own account and not with a view to the sale, redistribution or other disposition thereof in the ordinary course of business in a transaction not amounting to a public offering as contemplated by Section 4(2) of the Securities Act of 1933, as amended. Purchaser acknowledges that (i) the Bonds will not be registered under the Securities Act of 1933, as amended or any applicable state securities law, (ii) the Bonds may not be transferred unless, in the opinion of counsel acceptable to the Issuer and the Trustee, such transfer will not cause a violation of the Securities Act of 1933, as amended, or any applicable state securities law and that (iii) language consistent with the foregoing restrictions will appear in the registration and transfer provisions of the Indenture.

SECTION 4. ISSUER'S REPRESENTATIONS.

The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows, all of which will continue in effect subsequent to the Closing:

(a) The Issuer is a municipal corporation incorporated as a city of the second class under the laws of the State of Kansas.

(b) The governing body of the Issuer did enact the Ordinance; it has been signed by a duly authorized official of the Issuer, it has been published once in the official city newspaper as required by law, and it is presently in full force and effect and has not been amended or modified.

(c) The Issuer has full power and authority to execute and deliver the Indenture, the Site Lease, the Project Lease, the Bond Purchase Agreement and any and all other documents reasonably necessary in connection with the Indenture, the Project Lease the Site Lease and the Bond Purchase Agreement (the "Issuer Documents"); the Issuer Documents have been duly executed and delivered by the Issuer in the manner authorized and constitute legal, valid and binding obligations of the Issuer in accordance with their terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, principles of equity or the exercise of judicial discretion.

(d) The execution, delivery and performance of the Issuer Documents will not conflict with or constitute on the part of the Issuer a material breach or default under any agreement, indenture or instrument known to it to which the Issuer is a party or by which it is bound.

(e) The Issuer has duly and validly authorized the taking on its behalf of any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Ordinance and the Issuer Documents.

(f) There is not now pending or, to the knowledge of the officials of the Issuer, threatened any litigation seeking to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning (i) the validity of the Bonds, (ii) the proceedings or authority under which they are issued, (iii) the existence of the Issuer, (iv) the authority of the Issuer to enact the Ordinance or enter into the Issuer Documents, or (v) the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for the payment of the Bonds.

(g) Any certificate signed by an official of the Issuer and delivered to the Purchaser shall be deemed a representation by the Issuer to the Purchaser as to the truth of the statements made in such certificate.

SECTION 5. REPRESENTATIONS OF THE TENANT.

The Tenant makes the following representations as of the Closing, all of which will continue in effect subsequent to the Closing:

(a) The Tenant is a duly formed Kansas limited liability company, duly authorized to do business under the laws of the State of Kansas.

(b) The Tenant has full power and authority to enter into, execute and deliver the Project Leases and Leases and this Bond Purchase Agreement (the "Tenant Documents"), and to perform its obligations thereunder, all of which have been duly authorized by all proper and necessary corporate action, and no consent or approval of parties not signatories to this Bond Purchase Agreement or of any public authority other than the Issuer is necessary to carry out the same.

(c) The execution, delivery and performance by the Tenant of the Tenant Documents will not conflict with or constitute a material violation or breach of or a default under its articles of organization or operating agreement, or any mortgage, indenture, deed of trust, contract, instrument or agreement binding on it or affecting its property, or any provision of law or order, rule, regulation, ordinance or decree of any court, government or governmental body having jurisdiction over the Tenant or any of its property.

(d) All written information (including financial statements) supplied by the Tenant which has been relied upon by Gilmore & Bell, P.C. ("Bond Counsel") and the Purchaser.

(e) To the actual knowledge of the members of the Tenant and the officer of the Tenant signing this Bond Purchase Agreement, there is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, no litigation, proceeding, or investigation is pending or, to the knowledge of the officer of the Tenant signing this Bond Purchase Agreement, threatened, against the Tenant, its officers, members or property except (i) that arising in the normal course of the its business operations, and being defended by or on behalf of the Tenant in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the management of the Tenant will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant would not, in the opinion of the management of the Tenant, materially adversely affect the Tenant's operations or condition, financial or otherwise.

SECTION 6. TENANT'S COVENANT.

The Tenant will promptly notify the Purchaser of any material adverse change in the business, properties or financial condition of the Tenant, or with respect to the Project, occurring before Closing or within 90 days thereafter, which would require a change in the Official Statement or be necessary in order to make the information contained therein not misleading in connection with the sale of the Bonds.

SECTION 7. REPRESENTATIONS TO SURVIVE CLOSING.

The representations, warranties, agreements, and indemnities of the Issuer, the Tenant and the Purchaser contained herein will survive the Closing and any investigation made by or on behalf of the Issuer, the Tenant or the Purchaser, of any matters described in, or related to, the transactions contemplated hereby and by the Site Lease and the Project Lease.

SECTION 8. CONDITIONS OF CLOSING.

The Purchaser's obligations to purchase the Bonds are subject to fulfillment of the following conditions at or before Closing:

- (a) The representations of the Issuer and the Tenant hereunder must be true on and as of the Issue Date and must be confirmed by certificates dated as of the Closing;
- (b) Neither the Issuer nor the Tenant has defaulted in the performance of any of their respective covenants hereunder;
- (c) The Purchaser must receive at the Closing:
 - (i) an opinion of Bond Counsel, dated as of the Closing; in form and substance satisfactory to the Purchaser and its counsel;
 - (ii) an opinion of counsel for the Tenant, dated as of the Closing, in form and substance satisfactory to Bond Counsel and to the Purchaser and its counsel confirming the Tenant's representations as set forth in paragraphs (b) through (e) inclusive of *Section 5* of this Bond Purchase Agreement;
 - (iii) an opinion of counsel for the Issuer, dated as of the Closing, in form and substance satisfactory to Bond Counsel and to the Purchaser and its counsel, confirming the Issuer's representations set forth in paragraphs (a) through (f) inclusive of *Section 4* of this Bond Purchase Agreement;
 - (iv) a certificate or certificates, satisfactory in form and substance to Bond Counsel and the Purchaser and its counsel, of an authorized official of the Issuer dated the date of the Closing to the effect that (A) each of the representations of the Issuer set forth in *Section 4* hereof is true, accurate and complete in all material respects as of the Closing, and each of the agreements of the Issuer set forth in this Bond Purchase Agreement to be complied with at or prior to the Closing has been complied with; and (B) no litigation is pending, or to such official's knowledge, threatened, to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning the validity of the Bonds, the proceedings or authority under which they are issued, the existence of the Issuer, the authority of the Issuer to enact the Ordinance or enter into the Indenture, the Project Lease or the Bond Purchase Agreement, or the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for the payment of the Bonds, and (C) that none of the proceedings authorizing issuance of the Bonds or execution and delivery of the bond documents has been repealed, revoked or rescinded;
 - (v) a certificate or certificates, satisfactory in form and substance to Bond Counsel and to the Purchaser and its counsel, of a member authorized officers of the Tenant, dated the date of Closing to the effect that each of the representations of the Tenant set forth in *Section 5* hereof is true, accurate and complete in all material respects as of the Closing, and each of the agreements of the Tenant set forth in this Bond Purchase Agreement to be complied with at or prior to the Closing has been complied with as of such time; and

- (vi) such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and counsel to the Purchaser, as the Purchaser may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Indenture and Project Lease, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Purchaser.

(d) At Closing, there shall not have been any adverse change in the business, property or financial condition of the Tenant from that furnished to the Purchaser which, in the judgment of the Purchaser, is material and makes it inadvisable to proceed with the sale of the Bonds; and the Purchaser shall have received a certificate from the Tenant that no material adverse change has occurred or, if such a change has occurred, full information with respect thereto.

SECTION 9. THE PURCHASER'S RIGHT TO CANCEL.

The Purchaser shall have the right to cancel the obligation hereunder to purchase the Bonds (such cancellation shall not constitute a default for purposes of *Section 1* hereof) by notifying the Issuer, the Tenant in writing or by facsimile of its election to make such cancellation prior to the Closing Time, if at any time after the execution of this Bond Purchase Agreement and prior to the Closing Time, the market price or marketability of the Bonds, or the ability of the Purchaser to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(a) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or litigation challenging the law under which the Bonds are to be issued shall be filed in any court in the State.

(b) A stop order, ruling, regulation or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated, is in violation or would be in violation of any provision of the 1933 Act, the 1934 Act or the Trust Indenture Act of 1939, as amended.

(c) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act.

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(e) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser.

(f) Any general banking moratorium shall have been established by federal, New York or Kansas authorities.

(g) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state.

(h) Any proceeding shall be pending or threatened by the SEC against the Issuer.

(i) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred.

(j) A default by or a moratorium initiated by the United States in respect to payment of any direct obligation of, or obligation the principal of and interest on which is fully and unconditionally guaranteed as to full and timely payment by, the United States of America.

SECTION 10. PAYMENT OF EXPENSES.

(a) Whether or not the Bonds are sold by the Issuer to the Purchaser (unless such sale is prevented at the Closing Time by the Purchaser's default), the Purchaser, unless otherwise contracted for, shall be under no obligation to pay any expenses incident to the performance of the obligations of the Issuer or the Tenant hereunder; nor shall the Issuer or the Tenant, unless otherwise contracted for, be under any obligation to pay any expenses incident to the performance of the obligations of the Purchaser hereunder (unless such sale is prevented at the Closing Time by the Issuer's or the Tenant's default).

(b) If the Bonds are sold by the Issuer to the Purchaser, except as hereinafter set forth, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds shall be paid by the Tenant out of the proceeds of the Bonds or other Tenant funds. Such expenses and costs shall include, but not be limited to: (i) the fees and disbursements of Bond Counsel; (ii) the fees and disbursements of the Issuer's legal counsel; (iii) fees and disbursements of the Tenant's legal counsel; (iv) costs associated with obtaining municipal bond insurance or municipal bond ratings relating to the Bonds, if any; (v) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, this Bond Purchase Agreement and all other agreements and documents contemplated hereby; (vi) fees of the Trustee; and (vii) all costs and expenses of the Issuer relating to the issuance of the Bonds. The Purchaser shall be responsible for payment of the costs of qualifying the Bonds for sale in the various states chosen by the Purchaser, all advertising expenses in connection with the offering of the Bonds, the fees and disbursements of the Purchaser's legal counsel and all other expenses incurred by the Purchaser in connection with the offering, sale and distribution of the Bonds.

SECTION 11. NOTICES AND OTHER ACTIONS.

All notices, demands and formal actions hereunder will be in writing mailed, faxed or delivered to:

The Issuer:	City of Bel Aire, Kansas 7651 E. Central Park Ave. Bel Aire, Kansas 67226 Attn: City Clerk
-------------	---

The Tenant
and Purchaser: Bayside Development LLC
 3819 N. Toben Street
 Wichita, Kansas 67226
 Attn: Michael Le

SECTION 12. MISCELLANEOUS.

(a) This Bond Purchase Agreement shall be binding upon the Parties and their respective successors. This Bond Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the Issuer and the Tenant contained in this Bond Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Purchaser (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act). Nothing in this Bond Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Bond Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the Issuer contained herein shall remain in full force and effect, regardless of: (i) any investigation made by or on behalf of the Purchaser, (ii) delivery of and payment for the Bonds; or (iii) any termination of this Bond Purchase Agreement.

(b) For purposes of this Bond Purchase Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

(c) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

(d) This Bond Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Bond Purchase Agreement may not be assigned by either party without the express written consent of the other party.

SECTION 13. EFFECTIVE DATE.

This Bond Purchase Agreement shall become effective upon acceptance hereof by the Issuer.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Upon your acceptance of the offer, the foregoing agreement will be binding upon you and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Bond Purchase Agreement and returning it to the undersigned.

BAYSIDE DEVELOPMENT LLC
Wichita, Kansas

Date: _____

By: _____
Name: Michael Le
Title: Member

Accepted and agreed to as of
the date first above written.

CITY OF BEL AIRE, KANSAS

Date: _____

By: _____
Mayor

ATTEST:

(Seal)

By: _____
City Clerk

**CITY BEL AIRE, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
(BAYSIDE DEVELOPMENT LLC)**

Section XII, Item B.

DISTRIBUTION LIST

ISSUER	BOND COUNSEL
<p>CITY OF BEL AIRE, KANSAS 7651 E. Central Park Ave. Bel Aire, Kansas 67226 Telephone: (316) 744-2451</p> <p>Ted Henry, City Manager E-mail: thenry@belaireks.gov</p> <p>Barry Smith, Finance Director E-mail: bsmith@belaireks.gov</p> <p>Melissa Krehbiel, City Clerk E-mail: mkrehbiel@belaireks.gov</p>	<p>GILMORE & BELL, P.C. 100 N. Main, Suite 800 Wichita, Kansas 67202 Telephone: (316) 267-2091 Fax: (316) 262-6523</p> <p>Sarah O. Steele, Esq. E-mail: sstele@gilmorebell.com</p> <p>Angie Sizemore, Legal Practice Assistant E-mail: asizemore@gilmorebell.com</p>
ISSUER'S COUNSEL	TENANT
<p>MARIA SCHROCK, ESQ. 7651 E. Central Park Ave. Bel Aire, Kansas 67226 Telephone: (316) 744-2451</p> <p>E-Mail: mschrock@belaireks.gov</p>	<p>BAYSIDE DEVELOPMENT LLC 3819 N. Toben Street Wichita, Kansas 67226 Telephone: (316)</p> <p>Michael Le, President E-mail: michael@lapalmproduct.com</p> <p>Erica Koziar E-mail: erica@lapalmproduct.com</p>
TENANT'S CONSULTANT	TENANT'S COUNSEL
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TRUSTEE	
<p>SECURITY BANK OF KANSAS CITY Corporate Trust Department 701 Minnesota Avenue, Suite 206 P.O. Box 171297 Kansas City, Kansas 66117 Telephone: (316) 765-2844</p> <p>Bonnie Mosher, Vice President E-mail: bmosher@securitybankkc.com</p> <p>Lisa Shatto, Corporate Trust Officer E-mail: lshatto@securitybankkc.com</p>	

EMAIL: thenry@belaireks.gov; bsmith@belaireks.gov; mkrehbiel@belaireks.gov; mschrock@belaireks.gov; michael@lapalmproduct.com; erica@lapalmproduct.com; lou@aircapitol.net; hsorensen@foulston.com; bmosher@securitybankkc.com; lshatto@securitybankkc.com; sstele@gilmorebell.com; asizemore@gilmorebell.com

GILMORE & BELL, P.C.
10/28/2024

CITY OF BEL AIRE, KANSAS

AS ISSUER

AND

BAYSIDE DEVELOPMENT LLC

AS TENANT

PROJECT LEASE

DATED AS OF DECEMBER 1, 2024

**NOT TO EXCEED \$12,535,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2024
(BAYSIDE DEVELOPMENT PROJECT)**

PROJECT LEASE

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PROJECT LEASE

THIS PROJECT LEASE, made and entered into as of December 1, 2024 between the City of Bel Aire, Kansas (the "Issuer"), and Bayside Development LLC, a Kansas limited liability company (the "Tenant").

WITNESSETH:

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the second class, duly organized and existing under the laws of the State, with full lawful power and authority to enter into this Project Lease by and through its governing body; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, particularly K.S.A. 12-1740 *et seq.* (the "Act"), and in order to provide for the economic development and welfare of the Issuer and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, has proposed and does hereby propose that it shall:

- (a) Lease the Real Property from the Tenant pursuant to the Site Lease and acquire the Improvements;
- (b) Lease the Project to the Tenant for the rentals and upon the terms and conditions hereinafter set forth; and
- (c) Issue, for the purpose of paying Project Costs, the Bonds under and pursuant to and subject to the provisions of the Act and the Trust Indenture, the Trust Indenture being incorporated herein by reference and authorized by an Ordinance of the governing body of the Issuer; and

WHEREAS, the Tenant, pursuant to the foregoing proposals of the Issuer, desires to lease the Project from the Issuer for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and the Tenant do hereby covenant and agree as follows:

ARTICLE I

Section 1.1. Definitions.

Capitalized terms not otherwise defined in this Project Lease shall have the meanings set forth in the Trust Indenture. In addition to the words, terms and phrases defined in the Trust Indenture, the Site Lease and elsewhere in this Project Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth below, unless some other meaning is plainly intended:

"Additional Rent" means all fees, charges, costs and expenses of the Trustee or the Issuer (including reasonable attorneys' fees), all Impositions, all Default Administration Costs, all other payments of whatever nature payable or to become payable pursuant to the Trust Indenture or which the Tenant has agreed to pay or assume under the provisions of this Project Lease and any and all expenses (including reasonable attorneys' fees) incurred by the Issuer or the Trustee in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Project Lease or the Trust Indenture. The fees, charges, costs and expenses of the Trustee shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds and the administration or enforcement of any rights or obligations under this Project Lease, the Trust Indenture except (a) the reasonable fees and expenses in

connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Trustee in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The fees, charges, costs and expenses of the Issuer shall include, but not be limited to, any and all costs incurred by the Issuer in connection with the administration or enforcement of any rights, duties, or obligations under this Project Lease, the exercise or pursuit of any remedy upon an Event of Default, the amendment of this Project Lease, the granting of consents, easements or similar actions or any other action required of or available to the Issuer under the terms of this Project Lease.

"Additional Term" shall mean that term commencing on the last day of the Basic Term and terminating five (5) years thereafter.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Basic Rent" means the pro rata amount which, when added to Basic Rent Credits, will be sufficient to pay, on the Payment Date, all principal of, redemption premium, if any, and interest on all Outstanding Bonds which is due and payable on such Payment Date. If for any reason on any Payment Date the Trustee does not have on deposit in the Debt Service Fund sufficient moneys to pay all principal and interest due on the Bonds on such Payment Date, then the Tenant shall pay, as Basic Rent, on such Payment Date, the amount of such deficiency.

"Basic Rent Credits" means all funds on deposit in the Debt Service Fund and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Basic Rent Payment Date.

"Basic Rent Payment Date" means December 31, 2034.

"Basic Term" means that term commencing as of the delivery of this Project Lease and ending on December 31, 2034, subject to prior termination as specified in this Project Lease, but ending, in any event, when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Trust Indenture.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.

"Certificate of Completion" means a written certificate signed by the Authorized Tenant Representative stating that (i) the Improvements have been substantially completed in accordance with the plans and specifications prepared or approved by the Issuer or the Tenant, as the case may be; (ii) the Improvements have been substantially completed in a good and workmanlike manner; (iii) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; (iv) all Improvements constituting a part of the Project are located or installed upon the Real Property; and (v) if required by ordinances duly adopted by the Issuer or by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Improvements. A form of Certificate of Completion is attached as *Appendix B*.

"Completion Date" means the date on which the Improvements are certified as substantially completed in accordance with *Section 5.5* of this Project Lease.

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, may constitute an Event of Default.

"Environmental Assessment" means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Trustee which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Trustee.

"Environmental Law" means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the Term of this Project Lease.

"Event of Bankruptcy" means an event whereby the Tenant shall: (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Tenant has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"Event of Default" means any one of the following events:

(a) Failure of the Tenant to make any payment of Basic Rent at the time and in the amounts required hereunder; or

(b) Failure of the Tenant to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Project Lease on the Tenant's part to be observed or performed, and the same is not remedied within thirty (30) days after the Issuer or the Trustee has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (i) the Tenant has commenced such correction within the 30-day period and (ii) the Tenant diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Tenant; or

(e) A default under the Site Lease on the part of the Tenant, as Lessor, which remains unremedied after any applicable grace period.

"Full Insurable Value" means full actual replacement cost less physical depreciation.

"Hazardous Substances" shall mean "hazardous substances" as defined in CERCLA.

"Impositions" means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or the Tenant's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal

property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would encumber the Issuer's interest in the Project.

"Indenture" means the Trust Indenture delivered concurrently with this Project Lease, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of *Article XI* of the Indenture.

"Net Proceeds" means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Trustee or any other Owner) incurred in the collection of such gross proceeds.

The term **"Notice Address"** shall mean:

- (a) With respect to the Tenant:

Bayside Development LLC
3819 N. Toben Street
Wichita, Kansas 67226
Attn: Michael Le

- (b) With respect to the Issuer:

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

- (c) With respect to the Trustee:

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66117
Attn: Corporate Trust Department

"Owner's Title Evidence" means for purposes of *Section 6.3* of this Project Lease, either (i) an owner's or lender's policy of title insurance insuring the Tenant's fee simple title in the Real Property or (ii) a certificate of title from a title insurance company evidencing Tenant's fee simple title in the Real Property.

"Permitted Encumbrances" means all easements, liens and rights-of-way of record at the time of lease of the Real Property to the Issuer, and any mortgages, liens or other encumbrances or title exceptions referenced in the Owner's Title Evidence.

"Project Contracts" means a contract or contracts with respect to the acquisition and/or construction of the Improvements entered into by the Tenant or the Issuer.

"Project Lease" means this Project Lease between the Issuer and the Tenant, as from time to time supplemented and amended in accordance with the provisions hereof.

"Real Property" means the real property (or interests therein) described in *Schedule I* hereto.

"SARA" means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

"State" means the State of Kansas.

"Term" means, collectively, the Basic Term and any Additional Term of this Project Lease.

Section 1.2. Representations and Covenants by the Tenant. The Tenant makes the following covenants and representations as the basis for the undertakings on its part herein contained:

(a) The Tenant is a Kansas limited liability company, duly organized and existing under the laws of the state, and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this Project Lease, acting by and through its duly authorized officers.

(b) Except as otherwise permitted herein, the Tenant shall (i) maintain and preserve its existence and organization as a limited liability company and its authority to do business in the State and to operate the Project; and (ii) not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and (B) making provision for the payment in full of the principal of, redemption premium, if any, and interest on the Bonds. If, at any time during the Term of this Project Lease or the Trust Indenture, the Tenant changes its state of organization, changes its form of organization, changes its name, or takes any other action which could affect the proper location for filing Uniform Commercial Code financing statements or continuation statements or which could render existing filings seriously misleading or invalid, the Tenant shall immediately provide written notice of such change to the Trustee, and thereafter promptly deliver to the Trustee such amendments and/or replacement financing statements, together with an Opinion of Counsel to the effect that such amendments and/or replacement financing statements have been properly filed so as to create a perfected security interest in the collateral securing the Trust Indenture, and such additional information or documentation regarding such change as the Trustee may reasonably request.

(c) Neither the execution and/or delivery of this Project Lease, the consummation of the transactions contemplated hereby or by the Trust Indenture, nor the fulfillment of or compliance with the terms and conditions of this Project Lease contravenes in any material respect any provisions of its articles of organization or operating agreement, or conflicts in any material respect with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Tenant is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Tenant under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Tenant is subject.

(d) This Project Lease constitutes a legal, valid and binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

(e) The Tenant agrees to operate and will operate the Project, or cause the Project to be operated as a "facility," as that term is contemplated in the Act, from the date of the Issuer's acquisition of the Project to the end of the Term.

(f) The Tenant has obtained or will obtain any and all permits, authorizations, licenses and franchises necessary to construct the Improvements and to enable it to operate and utilize the Project for the purposes for which it was leased by the Tenant under this Project Lease.

(g) The estimated total cost of the Improvements to be financed by the proceeds of the Bonds, plus interest on the Bonds during acquisition, construction and installation of the Improvements, and Costs of Issuance of the Bonds, will not be less than the original aggregate principal amount of the Bonds.

(h) After reasonable inquiry and investigation, the Tenant is not aware of (i) any Hazardous Substances generated from or located on the Project; (ii) any prior use of the Real Property which might reasonably involve Hazardous Substances; or (iii) any investigations, complaints or inquiries of any kind, from any source, concerning Hazardous Substances with respect to the Project or properties adjoining the Project.

(i) The Tenant will not use or permit the Project to be used by any other person or entity in any manner which would involve the generation, storage, disposal or transportation of Hazardous Substances, except in strict compliance with applicable Environmental Laws.

(j) The proceeds of the Bonds are to be used (i) to acquire, construct, install, equip and furnish the Project, and (ii) to pay costs related to the issuance of the Bonds.

(k) Subject to the provisions of *Section 10.2*, all Improvements and machinery and equipment comprising the Project will be located and maintained entirely and exclusively on the Real Property to and until the principal of, redemption premium, if any, and interest on the Bonds have been satisfied in full.

Section 1.3. Representations and Covenants by the Issuer.

The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the second class under the constitution and laws of the State. Under the provisions of the Act and the Ordinance, the Issuer has the power to enter into and perform the transactions contemplated by this Project Lease and the Trust Indenture and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against, the Project, except for this Project Lease, the assignment of this Project Lease to the Trustee, any Permitted Encumbrances, any Impositions, and the pledge of the Project pursuant to the Trust Indenture.

(c) Except as otherwise provided herein or in the Trust Indenture, it will not during the Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against, the Project, except Permitted Encumbrances, this Project Lease, any Impositions and the pledge of the Project pursuant to the Trust Indenture.

(d) It has pledged the Project and the net rentals therefrom generated under this Project Lease to payment of the Bonds in the manner prescribed by the Act, and has duly authorized the execution and delivery of this Project Lease and the Trust Indenture and the issuance, sale and delivery of the Bonds.

(e) It has notified or obtained the consent to and/or approval of the issuance of the Bonds by each municipal corporation and political subdivision, the notification, consent or approval of which is required by the provisions of the Act.

ARTICLE II

Section 2.1. Granting of Leasehold.

The Issuer by these presents hereby rents, leases and lets the Project unto the Tenant and the Tenant hereby rents, leases and hires the Project for the Term from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

ARTICLE III

Section 3.1. Basic Rent.

The Issuer reserves and the Tenant covenants and agrees to pay Basic Rent to the Trustee, as assignee of the Issuer, for the account of the Issuer, for deposit in the Debt Service Fund, on each Basic Rent Payment Date. Basic Rent shall be payable at the principal office of the Trustee on each Basic Rent Payment Date.

Section 3.2. Additional Rent.

Within 30 days after receipt of written notice thereof, the Tenant shall pay any Additional Rent required to be paid pursuant to this Project Lease not already paid.

Section 3.3. Rent Payable Without Abatement or Setoff.

The Tenant covenants and agrees with and for the express benefit of the Issuer and the Owner that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's interest in the Project or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant or any subtenant, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any political subdivision of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Project Lease, and the Tenant hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Project Lease or which releases or purports to release the Tenant therefrom. Nothing in this Project Lease shall be construed as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Project Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Project Lease that the Tenant shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Project Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owner.

Section 3.4. Prepayment of Basic Rent.

The Tenant may at any time prepay all or any part of the Basic Rent. Prepayments of Basic Rent will be applied to redemption of the Bonds (other than mandatory sinking fund redemption), including payment of redemption premium, as directed in writing by the Tenant, to the extent that Bonds are subject to optional redemption at the time of prepayment. Otherwise, prepayments of Basic Rent will be deposited in the Debt Service Fund to be applied to purchase of Bonds as provided in the Indenture, or to optional redemption of Bonds (including redemption premium and interest) at the earliest date on which Bonds are subject to optional redemption.

Section 3.5. Deposit of Rent by the Trustee.

As assignee of the Issuer's rights hereunder, the Trustee shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Project Lease and the Trust Indenture.

Section 3.6. Acquisition of Bonds.

If the Tenant acquires any or all of the Outstanding Bonds, it may present the certificate(s) representing such part of the Bonds to the Trustee for cancellation, and upon such cancellation, the Tenant's obligation to pay Basic Rent shall be reduced or terminated, as the case may be, in the same manner as provided for prepayments by the Tenant of Basic Rent. In no event, however, shall the Tenant's obligation to pay Basic Rent be reduced in such a manner that the Trustee shall not have on deposit in the Debt Service Fund, funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on Outstanding Bonds as and when the same shall become due and according to the terms of the Bonds.

ARTICLE IV**Section 4.1. Disposition of Original Proceeds; Project Fund.**

Except as otherwise provided below, the Original Proceeds shall be paid over to the Trustee for the account of the Issuer and applied as set forth in *Section 5.02* of the Indenture. Notwithstanding any statement set forth in this Project Lease or in the Indenture to the contrary, in the event Tenant has completed the Project prior to the Issue Date with its own funds, then Tenant shall not be required to deposit the Original Proceeds with the Trustee. In such an event, the Tenant shall certify to the Issuer and Trustee that the Project has been completed and paid in full, whereupon the Issuer and Trustee shall deliver the Bonds to the Tenant on the Issue Date.

ARTICLE V**Section 5.1. Acquisition of Interest in Real Property and Improvements.**

The Tenant shall prior to or concurrently with the issuance of the Bonds, execute and deliver the Site Lease under which the Tenant shall lease to the Issuer, subject to Permitted Encumbrances, the Real Property as described in *Schedule I*, and such of the Improvements as are then completed, installed or in progress. The Tenant shall also concurrently with delivery of the Site Lease make provisions for the discharge or subordination to the interests acquired by the Issuer of any liens or encumbrances incurred by it in connection with the construction, installation or development of the Improvements, other than Permitted Encumbrances.

Section 5.2. Project Contracts.

Prior to the delivery of this Project Lease, the Tenant may have entered into a contract or contracts with respect to the acquisition and/or construction of the Improvements. Those contracts, and any such contracts entered into by the Tenant or the Issuer after delivery of this Project Lease, are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, work has been or may have been performed on the Improvements pursuant to the Project Contracts or otherwise. The Tenant hereby covenants with the Issuer to perform the Project Contracts for the benefit of the Issuer as its own benefit as tenant under this Project Lease, and the Issuer hereby designates the Tenant as the Issuer's agent for the purpose of executing and performing the Project Contracts. After the execution hereof, the Tenant shall cause the Project Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance with the terms thereof, and the Tenant covenants to cause the Improvements to be acquired, constructed, installed and/or completed in accordance with the Project Contracts. The Tenant warrants that the construction and/or acquisition of the Improvements in accordance with the Project Contracts will result in the Project being suitable for use by the Tenant as a commercial facility. Any and all amounts received by the Issuer, the Trustee or the Tenant from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund. The Trustee may, at its option, appoint an agent to review the Project Contracts, and make periodic inspections of the Improvements during

construction to determine the satisfactory progress and completion of the work. The reasonable fees and expenses of such agent shall be paid by the Tenant as Additional Rent.

Section 5.3. Payment of Project Costs for Buildings and Improvements.

The Issuer hereby agrees to pay for the acquisition or construction of the Improvements or any repairs or replacements to be made pursuant to *Article XVIII* of this Project Lease, but solely from Original Proceeds of the Bonds (or Net Proceeds, as applicable) as deposited in the Project Fund, and hereby authorizes and directs the Trustee to pay for the same, but solely from the Project Fund, from time to time, after issuance of the Bonds while the Tenant is in compliance with the requirements of *Section 6.1* hereof, upon receipt by the Trustee of a requisition certificate signed by the Authorized Tenant Representative in the form set forth as *Appendix A* hereto, which is incorporated herein by reference.

The sole obligation of the Issuer under this paragraph shall be to cause the Trustee to make such disbursements upon receipt of such certificates and releases or waivers. The Trustee may rely fully on any such certificates and shall not be required to make any investigation in connection therewith, except that the Trustee shall investigate requests for reimbursements directly to the Tenant and shall require such supporting evidence as would be required by a reasonable and prudent fiduciary.

Section 5.4. Payment of Project Costs for Machinery and Equipment.

The Issuer hereby agrees to pay for the purchase and acquisition of any machinery and equipment constituting a part of the Improvements, but solely from the Project Fund, from time to time, upon receipt by the Trustee of a certificate signed by the Authorized Tenant Representative in the form provided by *Appendix A* hereto, which is incorporated herein by reference.

The sole obligation of the Issuer under this Section shall be to cause the Trustee to make such disbursements upon receipt of the certificates and proof of mechanic's or subcontractor's lien waiver or release, if the item is to become a fixture on the Real Property. The Trustee may rely fully on any such certificate and supporting documentation and shall not be required to make any independent investigation in connection therewith. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section will be considered a part of the Project. With respect to items of machinery and equipment constituting a part of the Improvements, the Tenant shall maintain a running master list of such machinery and equipment, and within 30 days after the Completion Date, the Tenant shall prepare an accurate detailed final list of machinery and equipment constituting a part of the Improvements (but not installed as fixtures therein or thereon), which list shall be filed with the Trustee, and shall constitute a part of this Project Lease by reference. All machinery and equipment constituting a part of the Improvements shall be appropriately identified by separate schedule or other means acceptable to the Trustee.

Section 5.5. Completion of Project.

The Tenant warrants that the Project, when completed, will be occupied and used by the Tenant for its lawful business purposes. The Tenant covenants and agrees to proceed diligently to complete or acquire the Improvements as promptly as possible. The Tenant will draw the entire authorized principal amount of the Bonds on or before the Completion Date. Upon completion of the Improvements, the Tenant shall cause the Authorized Tenant Representative to deliver a Certificate of Completion, in the form substantially as attached hereto as *Appendix B*, to the Trustee. In the event funds remain on hand in the Project Fund on the date the Certificate of Completion is furnished to the Trustee, such remaining funds shall be transferred by the Trustee to the Debt Service Fund on the Completion Date and shall be applied in accordance with the provisions of the Trust Indenture.

Section 5.6. Deficiency of Project Fund.

If Bond Proceeds in the Project Fund are insufficient to pay fully all Project Costs (including reimbursements to the Tenant for Project Costs advanced by the Tenant prior to issuance of the Bonds) and to fully complete the Improvements, lien-free (except for Permitted Encumbrances), the Tenant covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same become due, and the Tenant shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 5.7. Right of Entry by the Issuer and the Trustee.

The duly authorized agents of the Issuer and/or the Trustee shall have the right (but shall not be required) at any reasonable time and upon reasonable notice to the Tenant prior to the completion of the Improvements to have access to the Project or any part thereof for the purpose of inspecting the acquisition, installation or construction thereof.

Section 5.8. Machinery and Equipment Purchased by the Tenant.

If no part of the purchase price of an item of machinery, equipment or personal property is paid from Original Proceeds deposited in the Project Fund pursuant to the terms of this Project Lease, then such item of machinery, equipment or personal property will not be considered a part of the Project.

Section 5.9. Issuer's Leasehold Interest in Improvements.

All Improvements, all work and materials on Improvements as such work progresses, any Project Additions, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as fully completed, repaired, rebuilt, rearranged, restored or replaced by the Tenant under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed be included in the Site Lease to the Issuer.

Section 5.10. Kansas Retailers' Sales Tax.

The parties have entered into this Project Lease in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Improvements are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Tenant's assistance, promptly obtain from the State and furnish to the contractors and suppliers a project exemption certificate for the construction of the Improvements. The Tenant covenants that the exemption certificate will be used only in connection with the purchase of tangible personal property or services becoming a part of the Project. The Issuer shall not be responsible for any failure on the part of the State to issue such project exemption certificate.

ARTICLE VI**Section 6.1. Insurance Requirements.**

Tenant agrees to maintain the following policies of insurance in full force and effect:

(a) General accident and public liability insurance covering the Tenant's operations in or upon the Project (including coverage for losses arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be insured and the Issuer and the Trustee shall be additional insureds or mortgagees, as their interests in the Project appear, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently \$500,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without

at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee, such insurance to be maintained throughout the Term of this Project Lease;

(b) Statutory workers' compensation insurance; and

(c) insurance on the Improvements against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof, which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee, such insurance to be maintained throughout the Term of this Project Lease.

Section 6.2. General Insurance Provisions.

(a) Within 30 days of renewal dates of expiring policies, certificates of the insurance provided for in this Article shall be delivered by the Tenant to the Trustee. All policies of such insurance and all renewals thereof shall name the Tenant as insured and the Issuer and the Trustee as additional insureds or mortgagees and loss payees as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least 30 days' written notice to the Issuer, the Tenant and the Trustee and shall be payable to the Issuer, the Tenant and the Trustee as their respective interests appear. The Issuer and the Tenant each hereby agree to do anything necessary, be it the endorsement of checks or otherwise, to cause any payment of insurance proceeds to be made to the Trustee, as long as such payment is required by this Project Lease to be made to the Trustee. Any charges made by the Trustee for its services in connection with insurance payments shall be paid by the Tenant.

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company authorized under the laws of the State to assume the risks covered therein, except that the Tenant may be self-insured as to any required insurance coverages under a program of self-insurance approved by the State Commissioner of Insurance or other applicable State regulatory authority.

(c) Certificates of insurance evidencing the insurance coverages herein required shall be filed with the Trustee continuously during the Term of this Project Lease.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible or self-insured retention.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Tenant.

(f) Anything in this Project Lease to the contrary notwithstanding, the Tenant shall be liable to the Issuer and the Trustee pursuant to the provisions of this Project Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Tenant, its agents, licensees, contractors, invitees or employees.

Section 6.3. Evidence of Title.

The Tenant shall furnish Owner's Title Evidence in the form of a policy of owner's or lender's title insurance, insuring the Tenant's fee simple title to the Real Property, as of the Issue Date, subject to Permitted Encumbrances. Such evidence of title shall contain no exceptions, other than the title insurance company's standard printed exceptions, Permitted Encumbrances, and the encumbrance created by the Site Lease and this Project Lease.

If the Tenant is the sole Owner, in lieu of providing a policy of owner's or lender's title insurance as of the Issue Date, the Tenant may furnish evidence of the Tenant's fee simple title to the Real Property in the form of a copy of a policy of owner's title insurance, a copy of a loan policy of title insurance or a certificate of owner's title, evidencing the Tenant's fee simple title to the Real Property, subject to Permitted Encumbrances.

ARTICLE VII

Section 7.1. Impositions.

The Tenant shall, during the Term of this Project Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Tenant shall be required to pay only such installments thereof as become due and payable during the Term of this Project Lease as and when the same become due and payable.

Section 7.2. Receipted Statements.

Unless the Tenant exercises its right to contest any Impositions in accordance with *Section 7.3* hereof, the Tenant shall, within 30 days after the last day for payment without penalty or interest of an Imposition which the Tenant is required to bear, pay and discharge pursuant to the terms hereof, deliver to the Trustee a copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3. Contest of Impositions.

The Tenant shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted before the Imposition complained of becomes delinquent if, and provided, the Tenant (i) before instituting any such contest, shall give the Issuer and the Trustee written notice of its intention to do so and, if requested in writing by the Issuer or the Trustee, shall deposit with the Trustee a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer and the Trustee, as their interests may appear, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Tenant shall indemnify and hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest.

Section 7.4. Ad Valorem Taxes.

The parties acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property acquired, constructed or purchased with the proceeds of the Bonds (except such property used for retail uses) is eligible to receive exemption from *ad valorem* taxation for a period up to 10 calendar years after the calendar year in which the Bonds are issued, provided the Issuer has complied with notice, hearing and procedural requirements established by law, and proper application has been made; and further provided that no exemption may be granted from the *ad valorem* property tax levied 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*. The Issuer represents that such notice, hearing and procedural requirements will have been complied with at the Issue Date. The Issuer will, at the Tenant's request, with information furnished by Tenant and the Trustee, make all necessary filings regarding the application for *ad valorem* tax exemption for the full 10-year period in the calendar year following the calendar year in which the Bonds were issued, and will renew the application from time to time and take any other action as may be necessary to maintain such *ad valorem* tax exemption in full force and effect, in accordance with K.S.A. 79-201a, 79-210 *et seq.* and the requirements of the State Board of Tax Appeals. If it becomes necessary to litigate the issue of availability or applicability of the *ad valorem* tax exemption, the Issuer will

cooperate fully with Tenant in pursuing such litigation, but all litigation costs and reasonable attorneys' fees must be paid by Tenant, either directly or as Additional Rent.

ARTICLE VIII

Section 8.1. Use of Project.

Subject to the provisions of this Project Lease, the Tenant shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. The Tenant shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project Lease. The Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Tenant to comply with the provisions of this Article.

Section 8.2. Environmental Provisions.

(a) The Tenant hereby covenants that it will not cause or permit any Hazardous Substances (as defined herein) to be placed, held, located or disposed of, on, under or at the Real Property or the Project, other than in the ordinary course of business and in compliance with all applicable Environmental Laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Issuer hereunder and in the Trust Indenture, the Tenant hereby agrees to indemnify and hold harmless the Issuer, the Trustee and the Owner from time to time from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment, costs of investigation, consultants, testing, sampling, cleanup, or defense, and claims of any and every kind paid, incurred or suffered, with respect to, or as a direct or indirect result of, the actual or alleged presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Real Property or the Project of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under any federal, state or local Environmental Law or so-called "Superfund" or "Super lien" law, or any other applicable Environmental Law, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standard of conduct concerning, any Hazardous Substance) regardless of whether or not caused by or within the control of the Tenant.

(c) If the Tenant receives any notice of (i) the happening of any event involving the use, other than in the ordinary course of business and in compliance with all applicable Environmental Laws, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Real Property or the Project or in connection with the Tenant's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting the Tenant (an "Environmental Complaint") from any person (including, without limitation, the United States Environmental Protection Agency (the "EPA") and the Kansas Department of Health and Environment ("KDHE")) then the Tenant shall immediately notify the Issuer and the Trustee in writing. With respect to any such notice that relates to a condition or conditions on the Project site, the Tenant shall promptly initiate action to remediate the conditions cited in the notice, and shall diligently pursue such remediation at its expense to the satisfaction of the city authority.

(d) If the Tenant fails to initiate action to remediate as required in subsection (c) of this section, or otherwise fails to discharge its obligations under this *Section 8.2*, the Issuer shall have the right, but not the

obligation, and without limitation of the Issuer's other rights under this Project Lease, to enter the Project or to take such actions as it may deem necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice asserting the existence on the Project of any Hazardous Substance or an Environmental Complaint pertaining to the Project or any part thereof which, if true, could result in an order, suit or other action against the Tenant and/or which, in the reasonable judgment of the Issuer, could jeopardize its interests under this Project Lease. All reasonable costs and expenses incurred by the Issuer in the exercise of any such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(e) If an Event of Default shall have occurred and is continuing, at the request of the Issuer or the Trustee, the Tenant shall periodically perform (at the Tenant's expense) an environmental audit and, if reasonably deemed necessary by the Issuer or the Trustee, an Environmental Assessment, (each of which must be reasonably satisfactory to the Issuer and the Trustee) of the Project, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Tenant with respect to the Project. The audit and/or Environmental Assessment shall be conducted by an environmental consultant satisfactory to the Issuer and the Trustee. Should the Tenant fail to perform any environmental audit or risk assessment within 30 days of the written request of the Issuer or the Trustee, either shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Issuer or the Trustee in the exercise of such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(f) The Tenant shall not install nor permit to be installed in the Project friable asbestos or any substance containing asbestos and deemed hazardous by Environmental Law applicable to the Project and respecting such material, and with respect to any such material currently present in the Project, shall promptly either (i) remove any material which such applicable regulations deem hazardous and require to be removed or (ii) otherwise comply with such applicable Environmental Law, at the Tenant's expense. If the Tenant shall fail to so remove or otherwise comply, the Issuer may declare an Event of Default and/or do whatever is necessary to eliminate the substances from the Project or otherwise comply with the applicable Environmental Law or order, and the costs thereof shall be payable by the Tenant on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points. The Tenant shall defend, indemnify, and save the Issuer, the Trustee and the Owner harmless from all costs and expenses (including consequential damages) asserted or proven against the Tenant, or incurred to comply with such regulations.

(g) The provisions of this *Section 8.2* shall survive the termination of this Project Lease or exercise of the Tenant's option to purchase the Project, except with respect to obligations which arise solely and exclusively as a result of the use, spill, release, leak, seepage or discharge of Hazardous Substances on the Real Property or the Project after the Project is no longer occupied by the Tenant.

ARTICLE IX

Section 9.1. Sublease by the Tenant.

The Tenant may sublease the Project to a single party or entity, with the prior written consent of the Issuer. The Tenant may sublease portions of the Project for use by others in the normal course of its business without the Issuer's prior consent or approval. In the event of any such subleasing, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Issuer or the Trustee and any such subtenant shall relieve the Tenant of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Project Lease.

Section 9.2. Assignment by the Tenant.

The Tenant may assign, mortgage, sell, or otherwise transfer its interest in this Project Lease only with the prior written consent of the Issuer. In the event of any such assignment, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Issuer or the Trustee and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

Section 9.3. Release of the Tenant.

If, in connection with an assignment by the Tenant of its interest in this Project Lease, (a) the Issuer and the Owners of at least seventy-five percent (75%) in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the Trustee their prior written consent to such assignment, and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, then the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.4. Mergers and Consolidations.

Notwithstanding the provisions of Sections 9.2 and 9.3 above, if the Tenant shall assign or transfer, by operation of law or otherwise, its interests in this Project Lease in connection with a transaction involving the merger or consolidation of the Tenant with or into, or a sale, lease or other disposition of all or substantially all of the property of the Tenant as an entirety to another person, association, corporation or other entity, and (a) the Issuer shall file with the Trustee its prior written consent to such assignment, transfer or merger, (b) the proposed assignee, transferee or surviving entity shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, and (c) the Tenant shall furnish the Trustee and the Issuer with evidence in the form of financial statements accompanied by a proforma balance sheet prepared by an independent certified public accountant of recognized standing showing that the net worth of such proposed assignee, transferee or surviving entity immediately following such assignment, transfer or merger will be at least equal to the net worth of the Tenant as shown by the most recent financial statements of the Tenant furnished to the Trustee pursuant to this Project Lease; then and in such event the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment, transfer or merger.

Section 9.5. Covenant Against Other Assignments.

The Tenant will not assign or in any manner transfer its interests under this Project Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth in this *Article IX*.

ARTICLE X**Section 10.1. Repairs and Maintenance.**

The Tenant covenants and agrees that it will, during the Term of this Project Lease, at its own expense, keep and maintain the Project and all parts thereof in good condition and repair (ordinary wear and tear excepted), including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order (ordinary wear and tear excepted).

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment.

The Tenant shall have the right, provided the Tenant is not in Default, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and which is no longer used by the

Tenant or, in the opinion of the Tenant, is no longer useful to the Tenant in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise).

All machinery or equipment constituting a part of the Project and removed by the Tenant in compliance with this Section shall become the absolute property of the Tenant and may be sold or otherwise disposed of by the Tenant without otherwise accounting to the Issuer. In all cases, the Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. The Tenant's rights under this Section to remove machinery or equipment constituting a part of the Project is intended only to permit the Tenant to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Tenant's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such machinery or equipment by the Tenant.

ARTICLE XI

Section 11.1. Alteration of Project.

The Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Project as the Tenant from time to time may deem necessary or advisable; provided, however, the Tenant shall not make any major addition, change or alteration which will adversely affect the intended use or structural strength or value of any part of the Improvements. All additions, changes and alterations made by the Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, additions of machinery, equipment and/or personal property of the Tenant not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Tenant and may be removed by the Tenant prior to or as provided in *Section 22.1* hereof.

ARTICLE XII

Section 12.1. Additional Improvements.

The Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Real Property or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Tenant from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Tenant pursuant to the authority of this Article shall, during the Term, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time during the Term hereof. The Tenant covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Project because of the construction of, addition to, alteration or removal of, the additional buildings or improvements, (b) to keep and maintain the additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, (c) to promptly and with due diligence either raze and remove from the Real Property, in a good, workmanlike manner, or repair, replace or restore such of the additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Tenant pursuant to this Article which remain in place after the termination of this Project Lease for any cause other than the purchase of the Project pursuant to *Article XVII* hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer.

ARTICLE XIII

Section 13.1. Securing of Permits and Authorizations.

The Tenant shall not do or permit others under its control to do any work in or in connection with the Project or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project Lease.

Section 13.2. Mechanic's Liens.

The Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, is encumbered by any mechanic's or other similar lien. Should any mechanic's or other similar lien ever be filed against the Project, or any part thereof, the Tenant shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Tenant or anyone claiming by, through or under the Tenant upon credit, and that no mechanic's or similar liens for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to the Project, or any part thereof.

Section 13.3. Contest of Liens.

The Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within the 30-day period stated above it (a) notifies the Issuer and the Trustee in writing of its intention so to do, and if requested by the Trustee or the Issuer, deposits with the Trustee a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with the asserted lien and the contest thereof, (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.4. Utilities.

All utilities and utility services used by the Tenant in, on or about the Project shall be contracted for by the Tenant in the Tenant's own name and the Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary for all operations on the Project.

ARTICLE XIV

Section 14.1. Indemnity.

The Tenant agrees, whether or not the transactions contemplated by this Project Lease, the Site Lease, the Bonds or the Trust Indenture are consummated, to indemnify and hold harmless the Issuer and its officers, directors, officials, employees and agents, including the Trustee as assignee of the Issuer's rights under this Project Lease, and the Owner and each of its officers, directors, employees and agents (any or all of the foregoing referred to hereafter as "Indemnified Persons"), from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges or other costs (including, without limitation, all attorneys' fees and expenses incurred in connection with enforcing this Project Lease or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with (a) any cause in connection with the Project, including, without limitation, the acquisition, design, construction, installation, equipping, operating,

maintenance or use thereof; (b) any act or omission of the Tenant or any of its agents, contractors, servants, employees or licensees in connection with the use or operation of the Project; (c) any cause in connection with the issuance and sale of the Bonds, (d) a misrepresentation or breach of warranty by the Tenant hereunder or under any of the documents executed by the Tenant in connection with this Project Lease, or (e) any violation by the Tenant of any of its covenants hereunder or under any of the other documents executed by the Tenant in connection with the Bonds or this Project Lease. This indemnity is effective only with respect to any loss incurred by any Indemnified Person not due to willful misconduct, gross negligence, or bad faith on part of such Indemnified Person. In case any action or proceeding shall be brought against one or more Indemnified Person and with respect to which such Indemnified Person may seek indemnity as provided herein, such Indemnified Person shall promptly notify the Tenant in writing and the Tenant shall promptly assume the defense thereof, including the employment of counsel reasonable satisfactory to such Indemnified Person or Indemnified Persons, the payment of all expenses and the right to negotiate and consent to settlement; provided, however, the failure to notify the Tenant as provided shall not relieve Tenant from any liability or duty under this Section, so long as Tenant is given reasonable opportunity to defend such claim.

ARTICLE XV

Section 15.1. Access to Project.

The Issuer, for itself and its duly authorized representatives and agents, including the Trustee, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice, for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of the Tenant's default under any of the provisions of this Project Lease, and (c) after an Event of Default, for the purposes of exhibiting the Project to prospective purchasers, lessees or mortgagees. The Issuer may, during the progress of the work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

Section 16.1. Option to Extend Basic Term.

The Tenant shall have and is hereby given the right and option to extend the Basic Term of this Project Lease for the Additional Term provided that (a) the Tenant shall give the Issuer written notice of its intention to exercise the option at least 30 days prior to the expiration of the Basic Term and (b) the Tenant is not in Default hereunder at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Tenant exercises such option, the terms, covenants, conditions and provisions set forth in this Project Lease shall be in full force and effect and binding upon the Issuer and the Tenant during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of \$100.00 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

Section 17.1. Option to Purchase Project.

Subject to the provisions of this Article, the Tenant shall have the right and option to purchase the Issuer's interest in the Project at any time during the Term hereof and for 120 days thereafter. The Tenant shall exercise its option by giving the Issuer written notice of the Tenant's election to exercise its option and specifying the date, time and place of closing, which date (the "Release Date") shall neither be earlier than 30

days nor later than 180 days after the notice is given. The Tenant may not, however, exercise such option if the Tenant is in Default hereunder on the Release Date unless all Defaults are cured upon payment of the purchase price specified in *Section 17.2*.

Section 17.2. Quality of Title and Purchase Price.

If the notice of election to purchase is given, the Issuer shall assign and release all of its interests in the Project to the Tenant on the Release Date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project, for a price determined as follows (which the Tenant agrees to pay in cash at the time of delivery of the Issuer's instruments of release of the Project to the Tenant as hereinafter provided):

(i) The full amount which is required to provide the Issuer and the Trustee with funds sufficient, in accordance with the provisions of the Trust Indenture, to pay at maturity or to redeem and pay in full (A) the principal of all of the Outstanding Bonds, (B) all interest due thereon to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses and premiums incident to the redemption and payment of the Bonds in full, plus

(ii) \$100.00.

In the event the Tenant owns all of the Outstanding Bonds, the Tenant may surrender the Bonds to the Trustee for cancelation in lieu of paying the full amount set forth in this Section.

Nothing in this Article shall release or discharge the Tenant from its duty or obligation under this Project Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Project Lease, becomes due and payable prior to the Release Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Tenant prior to the Release Date.

Section 17.3. Closing of Purchase.

On the Release Date, the Issuer shall deliver to the Tenant its release of leases and/or other appropriate instruments of assignment or release, properly executed and releasing the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, and the Tenant shall pay the full purchase price for the Project as follows: (a) the amount specified in clause (i) of *Section 17.2* shall be paid to the Trustee for deposit in the Debt Service Fund to be used to pay or redeem Bonds and the interest thereon as provided in the Trust Indenture, and (b) the amount specified in clause (ii) of *Section 17.2* shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instruments of assignment or release to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied or adequate provision made for such performance and satisfaction. Upon the recording of the Issuer's instruments of assignment or release, and payment of the purchase price by the Tenant and legal defeasance or cancellation of the Bonds, this Project Lease will terminate, subject to the provisions of *Section 20.2* hereof.

Section 17.4. Effect of Failure to Complete Purchase.

If, for any reason, the purchase of the Project by the Tenant pursuant to valid notice of election to purchase is not effected on the Release Date, this Project Lease shall be and remain in full force and effect according to its terms as if no notice of election under *Section 17.1* had been given. The Issuer and Tenant agree to use all commercially reasonable efforts to effect the assignment and release as soon as possible.

Section 17.5. Application of Condemnation Awards if the Tenant Purchases Project.

The right of the Tenant to exercise its option to purchase the Project under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Project. If the Tenant shall exercise its option and pay the purchase price as provided in this Article, all of the condemnation awards received by the Issuer after the payment of the purchase price, less all attorneys' fees and other expenses and costs incurred by the Issuer in connection with such condemnation, shall belong and be paid to the Tenant.

Section 17.6. Option to Purchase Unimproved Portions of Real Property.

The Tenant shall have the option to purchase at any time and from time to time during the Term any vacant part or vacant parts of the unimproved Real Property constituting a part of the Project; provided, however, the Tenant shall furnish the Issuer and the Trustee with a certificate of the Authorized Tenant Representative, dated not more than thirty (30) days prior to the date of the purchase and stating that, in the opinion of the Authorized Tenant Representative, (a) the portion of the Real Property with respect to which the option is exercised is not needed for the operation of the Project, (b) the purchase will not impair the usefulness or operating efficiency or materially impair the value of the Project and will not destroy or materially impair the means of ingress thereto and egress therefrom, and (c) the purchase will not materially adversely affect compliance of the remaining Real Property and any Improvements with applicable zoning laws or regulations. The Tenant shall exercise this option by giving the Issuer and the Trustee written notice of the Tenant's election to exercise its option and specifying (i) the legal description of the portion of Real Property to be released, and (ii) a certificate signed by the chief executive or chief financial officer of the Tenant stating that no event has occurred and is continuing which, with notice or lapse of time or both, would constitute an Event of Default. The Tenant may not exercise this option if there has occurred and is continuing any event which, with notice or lapse of time or both, would constitute an Event of Default at the time the notice is given and may not purchase the Real Property unless all defaults are cured. The option includes the right to purchase a perpetual easement for right-of-way to and from the public roadway and the right to purchase such land as is necessary to assure that there will always be access between the portion of the Real Property purchased pursuant to these *Sections 17.6 through 17.10* and the public roadway.

Section 17.7. Quality of Title - Purchase Price.

If the notice of election to purchase is given as provided in *Section 17.6*, the Issuer shall release its interest in the real property described in the Tenant's notice to the Tenant on the specified date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the real property described in the Tenant's notice.

Section 17.8. Closing of Purchase.

The Issuer shall deliver to the Tenant its release of leases and other appropriate instruments of assignment or release, properly executed and releasing such real property to the Tenant free and clear of all liens and encumbrances except as stated above, and the Tenant shall pay the Trustee the purchase price for such real property, and the Trustee will deposit the purchase price in the Debt Service Fund and use the proceeds to redeem Bonds on any date the Bonds are subject to optional redemption, as provided in the Trust Indenture. Nothing herein shall require the Issuer to deliver its release of leases to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied.

Section 17.9. Effect of Release on Lease.

The exercise by the Tenant of the option granted under these *Sections 17.6 to 17.10* and the purchase and release of a portion of the Real Property constituting a part of the Project pursuant hereto shall in no way whatsoever affect this Project Lease, and all the terms and provisions shall remain in full force and effect, including, without limitation, the Tenant's obligations to pay all Basic Rent and Additional Rent.

Section 17.10. Effect of Failure to Complete Purchase.

If, for any reason, the purchase by the Tenant of the portion of the real property described in the notice is not effected on the specified date, this Project Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given.

ARTICLE XVIII**Section 18.1. Damage and Destruction.**

(a) If, during the Term, any Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant shall promptly notify the Issuer and the Trustee in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Tenant shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Improvements shall be paid to the Trustee and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Fund after such rebuilding, repairing, restoring or replacing shall be paid to the Tenant.

(c) If the Tenant shall reasonably determine that rebuilding, repairing, restoring or replacing the Improvements is not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Project shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any period in which the Improvements are damaged or destroyed, or are being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Project Lease nor of any other obligations of the Tenant under this Project Lease except as expressly provided in this Section.

Section 18.2. Condemnation.

(a) If, during the Term, title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain (other than the Issuer), the Tenant shall, within 30 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Trustee in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire substitute land or construct substitute Improvements.

(b) If the Tenant shall determine that such substitution is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch the acquisition or construction of such substitute Real Property or Improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings shall be paid to the Trustee for the account of the Tenant and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Fund after such acquisition or construction shall be paid to Tenant.

(c) If the Tenant shall reasonably determine that it is not practicable and desirable to acquire or construct substitute Improvements, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent nor of any other obligations hereunder payable by the Tenant under this Project Lease.

(e) The Issuer shall cooperate fully with the Tenant in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof so long as the Issuer is not the condemning authority. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Tenant and the Trustee.

Section 18.3. Effect of Tenant's Defaults.

Anything in this Article to the contrary notwithstanding, the Issuer and the Trustee shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or condemnation of the Project to the Tenant or any third party if an Event of Default has occurred and is continuing, or the Issuer or the Trustee has given notice to the Tenant of any Default which, with the passage of time, will become an Event of Default. In the event the Tenant shall cure any Defaults specified herein, the Trustee shall make payments from the Net Proceeds to the Tenant in accordance with the provisions of this Article. However, if this Project Lease is terminated or the Issuer or the Trustee otherwise re-enters and takes possession of the Project without terminating this Project Lease, the Trustee shall pay all the Net Proceeds held by it into the Debt Service Fund and all rights of the Tenant in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1. Change of Circumstances.

If at any time during the Term of this Project Lease, a Change of Circumstances occurs, then the Tenant shall have the option to: (a) purchase the Project pursuant to *Article XVII* or (b) terminate this Project Lease by giving the Issuer notice of such termination within 90 days after the Tenant has actual knowledge of the event giving rise to such option. The termination of this Project Lease will become effective when all of the Bonds Outstanding are paid or payment is provided for pursuant to the Indenture.

ARTICLE XX

Section 20.1. Remedies on Default.

Whenever any Event of Default shall have happened and be continuing, the Trustee (acting on behalf of the Issuer, as assignee of the Issuer's rights hereunder) may take any legal action, including but not limited to, one or more of the following remedial actions:

(a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Trust Indenture, the Trustee, acting on behalf of the Issuer, may declare the aggregate amount of all unpaid Basic Rent or Additional Rent required to be paid by the Tenant to be immediately due and payable under this Project Lease.

(b) The Trustee, acting on behalf of the Issuer, may give the Tenant written notice of intention to terminate this Project Lease on a date not earlier than 30 days after such notice is given and, if all Events of Default have not then been cured on the date specified, the Tenant's rights to possession of the Project shall cease, and this Project Lease shall terminate. The Trustee, acting on behalf of the Issuer, may re-enter and take possession of the Project and pursue all its available remedies, including sale of Issuer's interest in the Project and judgment against the Tenant for all Basic Rent and Additional Rent then owing, including costs and attorneys' fees.

(c) Without terminating this Project Lease, the Trustee, acting on behalf of the Issuer, may conduct inspections or an Environmental Assessment of the Project. The Issuer or the Trustee, acting on behalf of the Issuer, may refuse to re-enter or take possession of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Tenant under any Environmental Law resulting from conditions on the Project.

(d) Without terminating the Term, the Trustee, acting on behalf of the Issuer, may relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project shall be construed as an election to terminate this Project Lease, nor relieve the Tenant of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Project Lease, all of which shall survive such re-entry or taking of possession. The Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this Project Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any, of reletting the Project.

(e) Having elected to reenter or take possession of the Project pursuant to subsection 20.1(c), the Trustee, acting on behalf of the Issuer, may, by notice to the Tenant given at any time thereafter while the Tenant is in Default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Project Lease, elect to terminate this Project Lease in accordance with subsection 20.1(b) and thereafter proceed to exercise any remedies lawfully available.

(f) If, in accordance with any of the provisions of this Article, the Issuer shall have the right to elect to re-enter and take possession of the Project, the Issuer or the Trustee, acting on behalf of the Issuer, may enter and expel the Tenant and those claiming through or under the Tenant and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of contract by the Tenant.

(g) Net proceeds of any reletting or sale of the Project shall be deposited in the Debt Service Fund for application to pay the Bonds and interest thereon. "Net proceeds" shall mean the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal fees and expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting or sale.

(h) The Issuer or the Trustee, acting on behalf of the Issuer, may recover from the Tenant any attorneys' fees or other expense incurred in exercising any of its remedies under this Project Lease.

Section 20.2. Survival of Obligations.

The Tenant covenants and agrees with the Issuer, the Trustee and the Owner that, until all Bonds and the interest thereon and redemption premium, if any, are paid in full or provision is made for the payment thereof or cancellation in accordance with the Trust Indenture, its obligations under this Project Lease shall survive the cancellation and termination of this Project Lease for any cause and/or sale of the Project, and the Tenant shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Trustee may receive from the Project after such termination) and perform all other obligations provided for in this Project Lease, all at the time or times provided in this Project Lease. Notwithstanding any provision of this Project Lease or the Trust Indenture, the Tenant's obligations under *Sections 8.2 and 14.1* hereof shall survive any termination, release or assignment of this Project Lease, the Trust Indenture and payment or provision for payment of the Bonds.

Section 20.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Project Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Trust Indenture. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XXI

Section 21.1. Performance of the Tenant's Obligations by the Issuer.

If the Tenant shall fail to keep or perform any of its obligations as provided in this Project Lease, then the Issuer may (but shall not be obligated to), upon the continuance of such failure on the Tenant's part for 90 days after notice of such failure is given the Tenant by the Issuer or the Trustee and without waiving or releasing the Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Tenant within 10 days of demand, the Issuer shall have the same rights and remedies provided for in *Article XX* in the case of Default by the Tenant in the payment of Basic Rent.

ARTICLE XXII

Section 22.1. Surrender of Possession.

Upon accrual of the Issuer's right of reentry as the result of the Tenant's Default hereunder or upon the cancellation or termination of this Project Lease by lapse of time or otherwise (other than as a result of the

Tenant's purchase of the Project), the Tenant shall peacefully surrender possession of the Project to the Trustee, as assignee of the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right, prior to or within 30 Business Days after the termination of this Project Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Project Lease and are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Tenant. All buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures owned by the Tenant and which are not so removed from on or about the Project prior to or within 30 Business Days after such termination of this Project Lease shall become the separate and absolute property of the Issuer.

ARTICLE XXIII

Section 23.1. Notices.

All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered mail to the Notice Address. All notices given by registered mail shall be deemed duly delivered three days after they are mailed. When mailed notices are given, the party giving notice will use reasonable diligence to contact the party being notified by telephone, electronic mail or facsimile on or before the date such notice is mailed.

ARTICLE XXIV

Section 24.1. Triple-Net Lease.

The parties hereto agree that (a) this Project Lease is intended to be a triple-net lease, (b) the payments of Basic Rent and Additional Rent are designed to provide the Issuer and the Trustee with funds adequate in amount to pay all principal of and interest on all Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the Issuer and the Trustee with funds sufficient for the purposes aforesaid, the Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

Section 24.2. Funds Held by the Trustee After Payment of Bonds.

If, after the principal of and interest on all Bonds and all costs incident to the payment of the Bonds have been paid in full, the Trustee holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Project Lease and the Trust Indenture and after payment therefrom to the Issuer of any sums of money then due and owing by the Tenant under the terms of this Project Lease, be the absolute property of and be paid over to the Tenant.

ARTICLE XXV

Section 25.1. Rights and Remedies.

The rights and remedies reserved by the Issuer and the Tenant hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Tenant shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Project Lease,

notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.2. Waiver of Breach.

No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such Default which was in existence at the time such payment or payments or performance were accepted by it.

Section 25.3. The Issuer Shall Not Unreasonably Withhold Consents and Approvals.

Wherever in this Project Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Issuer shall not unreasonably or arbitrarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXVI

Section 26.1. The Issuer May Not Release Interest without Tenant Consent.

The Issuer covenants that unless an Event of Default under this Project Lease has occurred and is continuing, and the remaining Term of this Project Lease has been terminated, it will not, without the Tenant's written consent, unless required by law, assign, release or encumber its leasehold interest in the Project at any time during the Term of this Project Lease.

Section 26.2. Quiet Enjoyment and Possession.

The Tenant shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

Section 26.3. Intentionally Omitted.

Section 26.4. Issuer's Obligations Limited.

Except as otherwise expressly provided in this Project Lease, no recourse upon any obligation or agreement contained in this Project Lease or in any Bond or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise under any circumstances, under or independent of the Trust Indenture, shall be had against the Issuer and its officers, employees and agents.

Notwithstanding anything in this Project Lease to the contrary, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Tenant, an Owner or the Trustee as to the existence of any fact or state of affairs required to be noticed by the Issuer; (b) the Issuer shall not be under any obligation to perform any record-keeping or to provide any legal services, it being understood that such services shall be performed or provided either by the Tenant, the Trustee or the Owner; and (c) that none of the provisions of this Project Lease shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall have first been adequately indemnified to its satisfaction against the costs, expenses and liability which may be incurred by such action.

Notwithstanding anything in this Project Lease to the contrary, any obligation the Issuer may incur under this Project Lease or under any instrument or document executed by the Issuer in connection with this Project Lease that entails the expenditure of any money by the Issuer shall be only a limited obligation of the Issuer payable solely from the revenues derived by the Issuer under this Project Lease and shall not be, under any circumstances, a general obligation of the Issuer.

ARTICLE XXVII

Section 27.1. Investment Tax Credit; Depreciation.

The Tenant shall be entitled to claim the full benefit of (1) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to time hereafter in effect, and (2) any deduction for depreciation with respect to the Project from federal or state income taxes. The Issuer agrees that it will upon the Tenant's request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to the Tenant.

ARTICLE XXVIII

Section 28.1. Amendments.

This Project Lease may be amended, changed or modified in writing in the following manner:

(a) With respect to an amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Owners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by Owners of at least 90% of the aggregate principal amount of the Bonds then Outstanding;

(b) With respect to any other amendment, change or modification which will materially adversely affect the security or rights of the Owners, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by Owners of at least 66-2/3% of the aggregate principal amount of the Bonds then Outstanding; and

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by the Issuer and the Tenant.

At least 30 days prior to the execution of any agreement pursuant to (c) above, the Issuer and the Tenant shall furnish the Trustee and the Owner with a copy of the amendment, change or modification proposed to be made.

Section 28.2. Granting of Easements.

If no Event of Default under this Project Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Project, free from any rights of the Issuer or the Owner, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by the Authorized Tenant Representative

requesting such instrument, and (iii) a certificate executed by the Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (B) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Owner. Any consideration received by the Tenant for the grant or release must be paid to the Trustee to be deposited in the Debt Service Fund and used to redeem Bonds at the earliest practicable date, at their principal amount, plus accrued interest, without premium. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Owner and shall not be affected by any termination of this Project Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Project Lease because of an Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.3. Security Interests.

(a) The Issuer and the Tenant agree to execute and deliver any instruments (including financing statements and statements of continuation thereof) necessary for perfection of and continuance of the security interest of the Issuer in and to the Project. The Tenant hereby authorizes the Issuer to file or cause to be filed all such instruments required to be so filed and the Trustee to continue or cause to be continued the filings or liens of such instruments for so long as the Bonds shall be Outstanding.

(b) Under the Indenture, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in its rights under this Project Lease to the Trustee. The Issuer hereby authorizes the Trustee to file financing statements or any other instruments necessary to perfect its security interest. The Trustee is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Tenant, and the Tenant hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the Indenture and the Tenant will make payments required hereunder directly to the Trustee.

Section 28.4. Construction and Enforcement.

This Project Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Project Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Indenture. Wherever in this Project Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 28.5. Invalidity of Provisions of Project Lease.

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 28.6. Covenants Binding on Successors and Assigns.

The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28.7. Section Headings.

The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Project Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Trust Indenture shall be deemed to refer to the numbers preceding each section.

Section 28.8. Execution of Counterparts; Electronic Transactions.

This Project Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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IN WITNESS WHEREOF, the Issuer has caused this Project Lease to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF BEL AIRE, KANSAS

By: _____
Jim Benage
Mayor

(SEAL)

ATTEST:

Melissa Krehbiel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of December, 2024 by Jim Benage, Mayor of the City of Bel Aire, Kansas.

Notary Public

Typed Name of Notary Public

(SEAL)

My Appointment Expires:

IN WITNESS WHEREOF, the Tenant has caused this Project Lease to be signed by an authorized officer, as of the date first above written.

BAYSIDE DEVELOPMENT LLC

By: _____

Name: Michael Le

Title: Member

“TENANT”

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of December, 2024 by Michael Le, Member of Bayside Development LLC, a Kansas limited liability company.

[SEAL]

Notary Public

My Appointment Expires:

APPENDIX A

FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS

CITY OF BEL AIRE, KANSAS
Project Fund
(Bayside Development Project)
Payment Order No. _____

Security Bank of Kansas City
Kansas City, Kansas
Attn: Corporate Trust Department

I hereby certify that the amounts stated in the attached Payment Schedules have either been advanced by the Tenant or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment, is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of the buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Real Property, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Project Lease dated as of December 1, 2024 by and between the City of Bel Aire, Kansas, as the Issuer, and the Tenant are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as such term is defined in the Project Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of *Section 6.1* of the Project Lease are in full force and effect.

I acknowledge that the Tenant, as Purchaser of the Bonds, will be receiving such Bonds in compensation for the expenditures set forth in the Payment Schedules to acquire, construct and equip the Project and that the Bond will constitute full payment for these costs.

DATED _____, 20____.

Authorized Tenant Representative

EXHIBIT A - Payment Order No. _____

**PAYMENT SCHEDULE
FOR BUILDINGS, IMPROVEMENTS AND
MISCELLANEOUS PROJECT COSTS**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name

Purpose or Nature of Payment

\$

Initials

EXHIBIT B - Payment Order No. _____

**PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below. I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. I further certify that the items described are free and clear of any liens or security interests. I have attached to this schedule a copy of the purchase order or seller's invoice for each item.

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Description of Equipment</u>	<u>Amount</u>
	(include name of seller, manufacturer, descriptive name, capacity, serial number of model number, if available)	

Initials

APPENDIX B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

The undersigned, being the Authorized Tenant Representative for Bayside Development LLC (the "Tenant"), as tenant under a Project Lease dated as of December 1, 2024 (the "Project Lease") between the City of Bel Aire, Kansas (the "Issuer") and the Tenant, and as beneficiary of the Issuer's Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) issued pursuant to a Trust Indenture dated as of December 1, 2024 (the "Trust Indenture"), hereby certifies as follows. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Trust Indenture and Project Lease.

1. The Improvements have been substantially completed in accordance with the plans and specifications prepared at the Tenant's direction.
2. Such Improvements have been substantially completed in a good and workmanlike manner.
3. There are no mechanic's, materialmen's liens or other statutory liens on file encumbering title to the Real Property; all bills for labor and materials furnished for the Improvements which could form the basis of a mechanic's, materialmen's or other statutory lien against the Real Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All Improvements are located or installed upon the Real Property.
5. All material provisions of applicable building codes have been complied with and, if applicable, a certificate of occupancy has been issued with respect to the Project.
6. All moneys remaining in the Project Fund being held by the Trustee under the Trust Indenture should be transferred to the Debt Service Fund being held by the Trustee under the Trust Indenture as required by *Section 5.04* of the Indenture, to be applied as provided therein.

IN WITNESS WHEREOF, the undersigned Authorized Tenant Representative has signed this Certificate, and states, under penalty of perjury, that the statements of fact made in this Certificate are true and correct.

STATE OF [])
) SS:
COUNTY OF [])

Subscribed and sworn to or affirmed before me, a notary public, this ____ day of _____, 20__.

[SEAL]

Notary Public

My Appointment Expires: _____

SCHEDULE I

SCHEDULE I TO THE PROJECT LEASE, DATED AS OF DECEMBER 1, 2024, BY
AND BETWEEN CITY OF BEL AIRE, KANSAS AND BAYSIDE
DEVELOPMENT LLC

PROPERTY SUBJECT TO PROJECT LEASE

(A) A leasehold interest in the following described real estate located in Sedgwick County,
Kansas:

Lot 7, Block 1, Sunflower Commerce Park 3rd Addition, in the City of Bel Aire, Kansas,
Sedgwick County, Kansas

the real property constituting the “Real Property” as referred to in the Project Lease, subject to Permitted
Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter
acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the
Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations
or additional improvements properly deemed a part of the Project pursuant to and in accordance with the
provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the “Project” as referred to in both the
Project Lease and the Trust Indenture.

BEFORE THE BOARD OF TAX APPEALS OF THE STATE OF KANSAS

Industrial Revenue Bond Informational Statement
(K.S.A. 12-1744a)

APPLICANT:

Bel Aire, Kansas
City or County issuing I.R.B.s

Sedgwick County
County in which City is located

Please answer all questions. If a question is not applicable, please indicate (N/A).

1. Proposed lessee name and address
for whom bonds issued:

Bayside Development LLC
3819 N. Toben Street
Wichita, Kansas 67226

Guarantor for Bonds, if any:

N/A

Paying (Fiscal) Agent:

Security Bank of Kansas City
Kansas City, Kansas

Attorney(s) who issued opinion:

Bond Counsel:

Gilmore & Bell, P.C.
Wichita, Kansas

Tenant Counsel:

Foulston Siefkin LLP
Wichita, Kansas

Issuer's Attorney:

Maria Schrock, City Attorney
Bel Aire, Kansas 67226

Underwriter's Counsel

N/A

(For State of Kansas use only)

IRB Statement No. _____-IRB

Fee: _____ Amt Rec. _____

Rec. Date: _____ Ck # _____

2. Will an exemption of the property be requested? Yes X No

If exemption will be sought:

- a. Provide the legal description of the property. (If legal description is lengthy, attach additional pages.) ***See attached Exhibit A.***
- b. Provide the appraised valuation (not assessed) as listed by the county appraiser of property to be acquired, purchased, etc. as of next preceding January 1.

Land: \$820

Improvements: \$0

Equipment and Machinery \$0

3. Estimated TOTAL cost of the property:

Land: \$1,535,000

Improvements: \$11,000,000

Equipment and Machinery \$0

4. If facility financed is an addition or improvement to existing facility already financed by prior IRB issuance, supply following: N/A

Date prior I.R.B.s issued:

If existing facility exempted,
period of exemption:

Board of Tax Appeals #:

5. IRB principal amount to be issued: Not to Exceed \$12,535,000

6. Please provide the following:

- a. Itemized list of any payments in lieu of taxes. ***N/A***
- b. The amount of any service fee or charges with detailed description of services to be rendered by Issuer for same. ***See attached Exhibit B Origination Fee Agreement.***
- c. Detailed description of ultimate use of bond proceeds (e.g. acquisition of real estate, remodeling of physical plant) with the amount of IRB proceeds to be used for each purpose. ***See attached Exhibit C.***

7. What is the proposed date of issuance of these I.R.B.s? (Must be a least 7 days after receipt of preliminary filing with the Board of Tax Appeals.) **December 18, 2024**

Signature of Applicant

EXHIBIT A**LEGAL DESCRIPTION**

Lot 7, Block 1, Sunflower Commerce Park 3rd Addition, in the City of Bel Aire, Kansas,
Sedgwick County, Kansas

EXHIBIT B
ORINATION FEE AGREEMENT

EXHIBIT C**USE OF BOND PROCEEDS**

Land	\$1,535,000
Building Improvements	<u>11,000,000</u>
TOTAL	\$12,535,000

GILMORE & BELL, P.C.
10/28/2024

CITY OF BEL AIRE, KANSAS
AS ISSUER

AND

SECURITY BANK OF KANSAS CITY
KANSAS CITY, KANSAS
AS TRUSTEE

TRUST INDENTURE
DATED AS OF DECEMBER 1, 2024

NOT TO EXCEED \$12,535,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2024
(BAYSIDE DEVELOPMENT PROJECT)

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of December 1, 2024 (the "Indenture"), between the City of Bel Aire, Kansas (the "Issuer"), and Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee");

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 *et seq.* (the "Act"), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

WHEREAS, pursuant to such authorization, the Issuer's governing body has passed an ordinance authorizing the Issuer to issue its Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project), in the principal amount of \$12,535,000 (the "Series 2024 Bonds"), for the purpose of providing funds for the acquisition, construction and equipping of a commercial facility (the "Project" as hereinafter more fully described), and authorizing the Issuer to lease the Project to Bayside Development LLC, a Kansas limited liability company (the "Tenant"); and

WHEREAS, pursuant to such ordinance, the Issuer is authorized (i) to execute and deliver this Indenture for the purpose of issuing and securing the Series 2024 Bonds and any Additional Bonds (collectively the "Bonds"), as hereinafter provided, (ii) to enter into a Site Lease of even date herewith (the "Site Lease"), between the Issuer and the Tenant under which the Issuer will receive a leasehold interest in the Real Property, and (iii) to enter into a Project Lease of even date herewith (the "Project Lease"), between the Issuer and the Tenant, pursuant to which Issuer shall lease the Project to the Tenant, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2024 Bonds as the same become due; and

WHEREAS, all things necessary to make the Series 2024 Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding limited obligations of the Issuer, and to make this Indenture a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal of, premium, if any, and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Series 2024 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 2024 Bonds by the Original Purchaser thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign unto the Trustee and its successors and assigns, and grant to the Trustee and its successors and assigns a security interest in the property described in paragraphs (a) and (b) below (the property being herein referred to as the "Trust Estate"), to wit:

(a) All right, title and interest of the Issuer in, to and under the Site Lease and Project Lease (including, but not limited to, the right to enforce any of the terms thereof but excluding the Unassigned Issuer’s Rights), and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all Basic Rent derived by the Issuer under and pursuant to and subject to the provisions of the Site Lease and Project Lease; and

(b) All moneys and from time to time held by the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the Issuer, by the Tenant or by anyone in their behalf, or with their written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned, or agreed or intended so to be, to the Trustee and its successors in trust and assigns;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of the Series 2024 Bonds and any Additional Bonds issued and Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, if the Issuer shall pay, or cause to be paid, the principal of, premium, if any, and interest on all the Bonds, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, or shall provide for the payment thereof (as provided in *Article XII* hereof), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Indenture, Site Lease and the Project Lease, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means K.S.A. 12-1740 *et seq.*

"Additional Bonds" means any Bonds issued in addition to the Series 2024 Bonds pursuant to Section 2.09 of this Indenture.

"Authorized Denomination" means \$5,000 or any integral multiples thereof.

"Authorized Tenant Representative" means Michael Le, or such other person as is designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of the Tenant by its Authorized Tenant Representative or any Member of the Tenant. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

"Bond" or **"Bonds"** means the Series 2024 Bonds and any Additional Bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C. or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to Issuer and Tenant.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated December 18, 2024, between the Issuer and the Original Purchaser.

"Bond Registrar" means the Trustee.

"Business Day" means a day which is not a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State and on which banks in the State are not authorized to be closed.

"Change of Circumstances" means the occurrence of any of the following events:

(a) title to, or the temporary use of, all or any substantial part of the Project shall be condemned by any authority exercising the power of eminent domain;

(b) title to all or any substantial portion of the Real Property is found to be deficient or nonexistent to the extent that the Project is untenable or the efficient utilization of the Project by the Tenant is substantially impaired;

(c) all or a substantial portion of the Improvements are damaged or destroyed by fire or other casualty; or

(d) as a result of: (i) changes in the constitution of the State; or (ii) any legislative or administrative action by the State or any political subdivision thereof, or by the United States; or (iii) any action instituted in any court, the Site Lease and Project Lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way by reason of such changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon Issuer or Tenant.

"Construction Period" means the period from the beginning of acquisition or construction of Improvements to their Completion Date.

"Costs of Issuance" means any and all expenses of whatever nature incurred in connection with the issuance and sale of Bonds, including, but not limited to, underwriting fees and expenses, underwriting discount, initial fees of the Trustee, administrative fees or expenses of the Issuer, bond and other printing expenses and legal fees and expenses of Bond Counsel, Issuer's counsel and counsel for the Tenant.

"Dated Date" means December 18, 2024.

"Debt Service Fund" means the "City of Bel Aire, Kansas Debt Service Fund (Bayside Development Project)" authorized and established with the Trustee pursuant to the Indenture.

"Default Administration Costs" means the reasonable fees, charges, costs, advances and expenses of the Trustee incurred in anticipation of an Event of Default, or after the occurrence of an Event of Default, including, but not limited to, counsel fees, litigation costs and expenses, the expenses of maintaining and preserving the Project and the expenses of re-letting or selling the Project.

"Event of Default" means one of the following events:

- (a) Default in the due and punctual payment of any interest on any Bond;
- (b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond on the Stated Maturity or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;
- (c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in any Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof shall have been given to the Issuer and the Tenant by the Trustee, or to the Trustee, the Issuer and the Tenant by Owner(s) of Bonds owning not less than 25% in aggregate principal amount of Bonds then Outstanding; provided, however, if any default shall be such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Tenant within such period and diligently pursued until such default is corrected; or
- (d) An "Event of Default" as defined in the Project Lease.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in *Section 5.01* hereof.

"Government Securities" means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Improvements" means all buildings, building improvements, machinery and equipment purchased in whole or in part from the proceeds of the Bonds.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of *Article XI* of this Indenture.

"Interest Payment Date" means any date on which any interest is payable on any Bond. With respect to the Series 2024 Bonds, it means December 31, 2034.

"Investment Contract" means an agreement to deposit all or any portion of the proceeds of the sale of the Bonds with a bank, with the deposits to bear interest at an agreed rate.

"Investment Securities" means any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the Trustee pursuant to this Indenture:

(a) Government Securities;

(b) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, National Bank for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Association;

(c) savings or other depository accounts or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee and its affiliates), provided that such deposits shall be either of a bank, trust company or national banking association continuously and fully insured by the Federal Deposit Insurance Corporation, or continuously and fully secured by excess deposit insurance purchased through a private insurer, or such securities as are described above in clauses (a) or (b), which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such deposits and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association accepting such deposit or issuing such certificate of deposit;

(d) any Investment Contract or repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (a) or (b) above;

(e) any investment in shares or units of a money market fund or trust rated “AAAm” or “AAAm-G” or better by S&P Global Ratings (including one offered, managed or otherwise made available through the Trustee or any affiliate);

(f) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (a), (b) or (c) above.

“Issue Date” means the date when the Issuer delivers the Bonds to the Original Purchaser in exchange for the initial payment of all or part of the Purchase Price.

“Issuer” means the City of Bel Aire, Kansas, a city of the second class organized under the laws of the State, and its successors and assigns.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Notice Representative” means:

(a) With respect to the Tenant, its Managing Member at its Notice Address (as defined in the Project Lease).

(b) With respect to the Issuer, its duly acting clerk at its Notice Address (as defined in the Project Lease).

(c) With respect to the Trustee, any corporate trust officer at its Notice Address (as defined in the Project Lease).

"Original Proceeds" means all sale proceeds, including accrued interest, from sale of the Series 2024 Bonds to the Original Purchaser and all investment earnings credited to the Project Fund prior to the Completion Date.

"Original Purchaser" means Bayside Development LLC, Wichita, Kansas.

"Outstanding" means, as of a particular date all Bonds issued, authenticated and delivered under this Indenture (including any Supplemental Indentures), except:

(a) Bonds canceled by the Trustee or delivered to the Trustee for cancellation pursuant to this Indenture;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in trust with the Trustee and irrevocably pledged to such payment or redemption in accordance with the provisions of *Section 12.02* of this Indenture; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or "Owners" means the owner of any Bond as shown on the registration books of the Trustee maintained as provided in this Indenture.

"Paying Agent" means the Trustee.

"Payment Date" means any Interest Payment Date or any Principal Payment Date.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Principal Payment Date" means any date on which principal on any Bond is due and payable, whether at the Stated Maturity or earlier required redemption thereof. With respect to the Series 2024 Bonds, the Principal Payment Date is December 31, 2034.

"Project" means the Real Property and the Improvements.

"Project Additions" means any Improvements acquired, constructed or installed from proceeds of any series of Additional Bonds authorized and issued pursuant to this Indenture. It also includes any alterations or additions made to the Project to the extent provided in *Articles XI* and *XII* of the Project Lease.

"Project Costs" means those costs incurred in connection with the Real Property, and the construction or installation of any Improvements, including:

(a) all costs and expenses necessary or incident to the acquisition of the Real Property and such of the Improvements as are acquired, constructed or in progress at the date of such issuance of the Series 2024 Bonds;

(b) fees and expenses of architects, appraisers, surveyors, engineers and other professional consultants for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of acquisition, construction, preparation of plans, drawings and specifications and supervision of construction and installation, as well as for the performance of all other

duties of architects, appraisers, surveyors, engineers and other professional consultants in relation to the acquisition, construction or installation of the Improvements or the issuance of Bonds;

- (c) all costs and expenses incurred in constructing, acquiring or installing the Improvements;
- (d) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Tenant for acquisition or performance of work on the Improvements prior to the issuance of the Bonds;
- (e) the cost of the title insurance policies and the cost of any insurance and performance and payment bonds maintained during the Construction Period in accordance with *Article VI* of the Project Lease, respectively;
- (f) interest accruing on the Series 2024 Bonds prior to the Completion Date, if and to the extent Original Proceeds deposited to the credit of the Debt Service Fund pursuant to *Section 602* of this Indenture are insufficient for payment of such interest; and
- (g) Costs of Issuance.

"Project Fund" means the "City of Bel Aire, Kansas Project Fund (Bayside Development Project)" authorized and established with the Trustee pursuant to the Indenture.

"Project Lease" means the Project Lease delivered concurrently with this Indenture between the Issuer and the Tenant, as from time to time amended and supplemented in accordance with the provisions thereof and of *Article XI* of this Indenture.

"Purchase Price" means the amount set forth in the Bond Purchase Agreement.

"Real Property" means the real property (or interests therein) described in *Schedule I* to the Project Lease.

"Record Date" means the fifteenth day of the month in which each Interest Payment Date is due, or if such date is not a Business Day, the Business Day immediately preceding such date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Indenture.

"Rental Payments" means the aggregate of the Basic Rent and Additional Rent payments provided for pursuant to *Article III* of the Project Lease.

"Series 2024 Bonds" means the City of Bel Aire, Kansas Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) dated December 18, 2024 in the aggregate principal amount of \$12,535,000.

"Site Lease" means that Site Lease dated as of December 1, 2024, as from time to time amended or supplemented, between the Tenant, as lessor, and the Issuer, as lessee, creating a leasehold interest of the Real Property for the Issuer.

"State" means the State of Kansas.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Indenture as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Supplemental Indenture" means any indenture supplementing or amending this Indenture entered into by the Issuer and the Trustee pursuant to *Article XI* of this Indenture.

"Tenant" means Bayside Development LLC, a Kansas limited liability company, its successors and assigns.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means Security Bank of Kansas City, Kansas City, Kansas, a banking corporation or association incorporated under the laws of the United States or one of the states thereof, in its capacity as trustee, bond registrar and paying agent, and its successor or successors serving as Trustee under this Indenture.

"Unassigned Issuer's Rights" mean the rights of the Issuer pursuant to the Project Lease to indemnification, to consent, to receive notice, to receive purchase option payments, to be insured or to receive money for its own account for payment of fees or expenses advanced by the Issuer in connection with the Project Lease, all in accordance with the terms of the Project Lease.

Section 1.02. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations, trusts and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this Indenture to designated "Articles", "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Indenture as originally executed. The words "herein", "hereof", "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 2.01. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Bel Aire, Kansas Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project)," with such other appropriate particular designation added to or incorporated in such title for the Bonds of any particular series of Additional Bonds as the Issuer may determine. The total principal amount of Bonds that may be issued hereunder is hereby expressly limited to the \$12,535,000 principal amount of Series 2024 Bonds and any Additional Bonds permitted hereunder.

Section 2.02. Limited Nature of Obligations.

(a) The Bonds and the interest thereon shall be limited obligations of the Issuer payable solely and only from the net earnings and revenues derived by the Issuer from the Project, including but not limited to the rents, revenues and receipts under the Project Lease (including, in certain circumstances, Bond proceeds and income from the temporary investment thereof and proceeds from sale of the Project or insurance proceeds and condemnation awards, if any, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owner(s) of Bonds, as provided in this Indenture. The Bonds and the interest thereon shall not be a debt or general obligation of the Issuer or the State, or any municipal corporation thereof, and neither the Bonds, the interest thereon, nor any judgment thereon or with respect thereto, are payable in any manner from tax revenues of any kind or character. The Bonds shall not constitute an indebtedness or a pledge of the faith and credit of the Issuer, the State or any municipal corporation thereof, within the meaning of any constitutional or statutory limitation or restriction.

(b) No provision, covenant or agreement contained in this Indenture or the Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon its general credit or powers of taxation. In making the agreements, provisions and covenants set forth in this Indenture, the Issuer has not obligated itself except with respect to the Project and the application of the payments, revenues and receipts therefrom as hereinabove provided. Neither the officers of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

Section 2.03. Denomination, Numbering and Dating of Bonds.

(a) The Bonds shall consist of fully registered Bonds in an Authorized Denomination. The Bonds shall be substantially in the form set forth in *Article IV* of this Indenture. The Bonds of each series of Bonds shall be numbered in such manner as the Trustee shall determine.

(b) The Bonds of each series of Bonds shall be dated as provided in this Indenture or the Supplemental Indenture authorizing the issuance of such series of Bonds. The Bonds shall bear interest from their effective date of registration. The effective date of registration shall be the Interest Payment Date next preceding the date of authentication thereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case the effective date of registration shall be as of such date of authentication, or unless the date of authentication shall be prior to the first Interest Payment Date for such series of Bonds, in which case the effective date of registration shall be the dated date of such series of Bonds; provided, however, if payment of the interest on any Bonds of any series shall be in default at the time of authentication of any Bond certificates issued in lieu of Bonds surrendered for transfer or exchange,

the effective date of registration shall be as of the date to which interest has been paid in full on the Bonds surrendered.

Section 2.04. Method and Place of Payment of Bonds. The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Final payment of principal and redemption premium, if any, on all Bonds shall be made by check or draft upon the presentation and surrender of the certificate(s) representing such Bonds at the Maturity thereof at the principal corporate trust office of the Paying Agent.

Section 2.05. Execution and Authentication of Bonds.

(a) Bond certificates shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its City Clerk, and shall have the corporate seal of the Issuer affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on any Bond certificates shall cease to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond certificate may be signed by such persons as at the actual time of the execution of such Bond certificate shall be the proper officers to sign although on the date of issuance of such Bond such persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in *Article IV* hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed. Such executed Certificate of Authentication upon any Bond certificate shall be conclusive evidence that the Bonds described in such Bond certificate have been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond certificate shall be deemed to have been duly executed if signed by any authorized officer or employee of the Trustee, but it shall not be necessary that the same officer or employee sign the Certificate of Authentication on all of the Bond certificates that may be delivered hereunder at any one time.

Section 2.06. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of the Series 2024 Bonds and any Additional Bonds as provided in this Indenture.

(b) Bonds may be transferred only upon the books maintained by Trustee for the registration and transfer of Bonds upon surrender of the certificate(s) representing such Bonds to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner(s) of Bonds or his

attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds new Bond certificate(s), registered in the name of the transferee, of any Authorized Denomination in an aggregate principal amount equal to the principal amount of such Bonds, of the same series and maturity and bearing interest at the same rate. In the event that any Owner(s) of Bonds fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner(s) of Bonds sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, such amount may be deducted by the Paying Agent from amounts otherwise payable to any Owner(s) of Bonds.

(c) In all cases in which Bonds shall be exchanged or transferred hereunder, the Issuer shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bond certificates in accordance with the provisions of this Indenture. All Bond certificates surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The Issuer or the Trustee may make a charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid by the Owner(s) of Bonds before any such new Bond certificate shall be delivered. Neither the Issuer nor the Trustee shall be required to make any such exchange or transfer of Bonds on or after the Record Date preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) Any proposed transfer of Series 2024 Bonds shall be made by the Trustee only upon delivery to the Trustee, the Issuer and the Tenant of an opinion of counsel to the proposed transferor either (i) that the proposed transfer is a part of a transaction exempt from the application of the Securities Act of 1933, as amended (the “1933 Act”), or (ii) that the transfer is a part of a transaction that is in compliance with the registration provisions of the 1933 Act, which opinion shall be in form and substance acceptable to both the Trustee, the Issuer and the Tenant.

(e) All of the duties of the Trustee set forth in this *Section 2.06* may be performed by any co-trustee or co-paying agent appointed by the Trustee, to the extent specified in the instrument appointing such co-trustee or co-paying agent.

Section 2.07. Persons Deemed Owners of Bonds. The person in whose name any Bond shall be registered as shown on the registration books required to be maintained by the Trustee by this Article shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of, or on account of the principal of and premium, if any, and, interest on any such Bond shall be made only to or upon the order of such registered Owner or a duly constituted legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.08. Authorization of Series 2024 Bonds.

(a) The Series 2024 Bonds shall be issued by the Issuer in an aggregate principal amount not exceeding \$12,535,000 and shall be purchased by the Original Purchaser thereof at their par principal amount for the purpose of providing the funds to pay, or reimburse the Tenant, for payment of Project Costs. The Series 2024 Bonds shall be in substantially the form attached hereto as *Exhibit A*. The Series 2024 Bonds shall be in the aggregate original principal amount of the amount advanced to the Project Fund by the Original Purchaser of the Series 2024 Bonds on the Issue Date, and each amount subsequently advanced to the Project Fund on each Draw Date, made by presenting to the Trustee a completed requisition for payment of Project Costs in the form attached as *Exhibit A* to the Project Lease, but not exceeding an aggregate

principal amount of \$12,535,000. Advances on the Series 2024 Bonds shall be made on the Issue Date and on each Draw Date; provided, however, all advances of additional principal for the Series 2024 Bonds must occur, if at all, by the Completion Date.

Pending advancement by the Original Purchaser of the entire authorized principal amount of Series 2024 Bonds, or receipt from the Tenant of a Certificate of Completion, whichever comes first, the Trustee shall retain custody of all Series 2024 Bond certificates. The Trustee shall endorse the Schedule of Principal Amounts Advanced attached to the Series 2024 Bond certificate to reflect an increase in principal amount Outstanding each time the Original Purchaser advances money to the Project Fund to pay Project Costs as requested by the Tenant. Each such endorsement reflecting an increase in Outstanding principal amount shall constitute the Trustee's authentication of the issuance of Series 2024 Bonds reflected by such endorsement. The Issuer hereby irrevocably authorizes the Trustee to so endorse each Series 2024 Bond certificate; however, failure by the Trustee to effect any such endorsement or any error in such endorsement shall not limit the Issuer's obligations under the Series 2024 Bond certificate with respect to principal amounts which are in fact Outstanding. The Trustee shall, upon request, send written confirmation to the Tenant and the Issuer of the amount of Series 2024 Bonds Outstanding on any date. The Trustee agrees that immediately upon the making of any endorsement on the Schedule of Principal Amounts Advanced attached to the Series 2024 Bond certificate, the Trustee will forward a copy of such Schedule of Principal Amounts Advanced to Bond Counsel, via fax, email or overnight delivery, to the address set forth below:

Gilmore & Bell, P.C.
100 North Main, Suite 800
Wichita, Kansas 67202
Attention Sarah O. Steele, Esq.
Fax: (316) 262-6523
Email: ssteele@gilmorebell.com

The Series 2024 Bonds shall be payable as set forth in *Appendix A* and shall be dated, bear interest, and be subject to redemption and transfer as set forth in such forms. All of the terms and provisions of the Series 2024 Bonds as set forth in *Appendix A* are incorporated into this Indenture by reference. The Series 2024 Bonds and the interest and redemption premium, if any, thereon will not be a general obligation of the Issuer but shall be payable solely out of the revenues derived by the Issuer pursuant to the Project Lease (except to the extent payable from proceeds of sale or re-letting of the Project).

(b) Interest on the Series 2024 Bonds shall be payable to the Owners thereof in accordance with the provisions of *Article II* hereof.

(c) The Trustee is hereby designated as the Issuer's Paying Agent for the payment of the principal of, premium, if any, and interest on the Series 2024 Bonds. The Trustee may appoint one or more financial institutions to act as co-paying agent for the Series 2024 Bonds.

(d) Upon the original issuance and delivery of the Series 2024 Bonds, the effective date of registration thereof shall be their Dated Date.

(e) The Series 2024 Bonds shall be substantially in the form and manner set forth in *Article IV* hereof and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

- (i) An original or certified copy of the Ordinance enacted by the Issuer's governing body authorizing the issuance of the Series 2024 Bonds and the execution of this Indenture and the Project Lease.

- (ii) An original executed counterpart of this Indenture.
- (iii) An original executed counterpart of the Site Lease.
- (iv) An original executed counterpart of the Project Lease.
- (v) An opinion of Bond Counsel to the effect that the Series 2024 Bonds constitute valid and legally binding obligations of the Issuer and exempt from Kansas income taxation, subject to such limitations and restrictions as shall be described therein.
- (vi) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Series 2024 Bonds.

(f) When the documents specified in subsection (e) of this Section shall have been filed with the Trustee, and when certificates representing all the Series 2024 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2024 Bonds to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the Purchase Price of the Series 2024 Bonds. The Original Proceeds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in *Article V* hereof.

Section 2.09. Authorization of Additional Bonds.

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Series 2024 Bonds and any other Additional Bonds Outstanding at any time and from time to time, upon compliance with the conditions hereinafter provided in this Section, for any of the following purposes:

- (i) To provide funds to pay the costs of completing the Improvements, the total of such costs to be evidenced by a certificate signed by the Authorized Tenant Representative.
- (ii) To provide funds to pay all or any part of the costs of repairing, replacing or restoring Improvements in the event of damage, destruction or condemnation thereto or thereof.
- (iii) To provide funds to pay all or any part of the costs of acquisition, purchase or construction of such additions, improvements, extensions, alterations, expansions or modifications of the Project (including additional Real Property or Improvements) or any part thereof as the Tenant may deem necessary or desirable and as will not impair the nature of the Project as a "facility" within the meaning and purposes of the Act.
- (iv) To provide funds for refunding all or any part of the Bonds of any series then Outstanding, including the payment of any premium thereon and interest to accrue to the designated Redemption Date and any expenses in connection with such refunding.

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the Original Purchaser shall be given written notice thereof by Issuer or Tenant, and the Issuer's governing body shall enact an Ordinance (i) authorizing the issuance of such Additional Bonds, fixing the amount and terms thereof and describing the purpose or purposes for which such Additional Bonds are being issued or describing the Bonds to be refunded, (ii) authorizing the Issuer to enter into a Supplemental Indenture for the purpose of providing for the issuance of and securing such Additional Bonds and, if required,

(iii) authorizing the Issuer to enter into a supplemental lease with the Tenant to provide for rental payments at least sufficient to pay the principal of, premium, if any, and interest on the Bonds then to be Outstanding (including the Additional Bonds to be issued) as the same become due, for the acquisition, purchase, construction or installation of additional Improvements, for the inclusion of any such addition, expansion or modification as a part of the Project, and for such other matters as are appropriate because of the issuance of the Additional Bonds proposed to be issued which, in the judgment of the Issuer, is not to the prejudice of the Issuer or the owners of the Bonds previously issued.

(c) Such Additional Bonds shall have the same designation as the Series 2024 Bonds, except for an identifying series letter or date and the addition of the word "Refunding" when applicable, shall be dated, shall be stated to mature on Principal Payment Dates in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices (subject to the provisions of *Article III* of this Indenture), all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2024 Bonds and any other Additional Bonds Outstanding at the time of the issuance of such Additional Bonds.

(d) Such Additional Bonds shall be substantially in the form and executed in the manner set forth in this Article and *Article IV* hereof and certificates representing such Bonds shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Bond certificates by the Trustee, there shall be filed with the Trustee the following:

(i) An original or certified copy of the ordinance enacted by the Issuer's governing body authorizing the issuance of such Additional Bonds and the execution of such Supplemental Indenture and the appropriate amendments or supplements to the Project Lease.

(ii) An original executed counterpart of the Supplemental Indenture providing for the issuance of the Additional Bonds.

(iii) An original executed counterpart of the amendment or supplement to the Project Lease, if required.

(iv) An opinion of Bond Counsel to the effect that the Additional Bonds constitute valid and legally binding obligations of the Issuer.

(v) In the case of Additional Bonds being issued to refund Outstanding Bonds, such additional documents as shall be reasonably required by the Trustee to establish that provision has been duly made for the payment of all of the Bonds to be refunded in accordance with the provisions of *Article XII* of this Indenture.

(vi) A copy of the written notice to the Original Purchaser.

(vii) Such other instructions, certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of such Additional Bonds.

(e) When the documents mentioned in subsection (d) of this Section shall have been filed with the Trustee, and when such Additional Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale

of such Additional Bonds (except Additional Bonds issued to refund Outstanding Bonds), including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in *Article V* hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. The proceeds (excluding accrued interest and premium, if any, which shall be deposited in the Debt Service Fund) of all Additional Bonds issued to refund Outstanding Bonds shall be deposited by the Trustee, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of, premium, if any, and interest on the Bonds to be refunded, as provided in *Section 12.02* hereof and in the Supplemental Indenture authorizing the issuance of such refunding Bonds.

(f) Except as provided in this Section, the Issuer will not otherwise issue any obligations ratably secured and on a parity with the Bonds, but the Issuer may issue other obligations specifically subordinate and junior to the Bonds with the express written consent of the Tenant.

Section 2.10. Temporary Bonds.

(a) Until definitive Bonds of any series are available for delivery, the Issuer may execute, and upon request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same limitations and conditions as definitive Bonds, temporary printed, engraved, lithographed or typewritten Bonds, in the form of fully registered Bonds in denominations of \$5,000 or any integral multiple thereof, substantially of the tenor hereinabove set forth and with such appropriate omissions, insertions and variations as may be required with respect to such temporary Bonds.

(b) If temporary Bonds shall be issued, the Issuer shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its principal office of any temporary Bond shall cancel the same and authenticate and deliver in exchange therefor, without charge to the Owner thereof, a definitive Bond or Bonds of an equal aggregate principal amount, of the same series and maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder.

Section 2.11. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond certificate shall become mutilated, or be lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond certificate of like series, date and tenor as the Bond certificate mutilated, lost, stolen or destroyed. In the case of any mutilated Bond certificate, such mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond certificate, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond certificate the Issuer may pay or authorize the payment of the same without surrender thereof. Upon the issuance of any substitute Bond certificate, the Issuer and the Trustee may require the payment of an amount sufficient to reimburse the Issuer and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 2.12. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or the certificates of which have otherwise been surrendered to the Trustee under this Indenture, either at or before Maturity, shall be canceled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender of the certificates thereof to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be delivered by the Trustee to the Issuer, or, upon request of the Issuer, shall be destroyed by the Trustee.

Section 2.13. Payments Due on Saturdays, Sundays and Holidays. In any case where the Maturity of any Bonds shall not be a Business Day, then payment of principal, premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of Maturity, and no interest shall accrue for the period after such date.

Section 2.14. Nonpresentment of Bonds. In the event that any Bond shall not be presented for payment when the principal thereof becomes due, either at its Stated Maturity or Redemption Date, or the Trustee is unable to locate the Owner for the payment of accrued interest or an accrued interest check remains uncashed, if funds sufficient to pay such Bond and accrued interest shall have been made available to the Trustee, all liability of the Issuer to the Owner(s) of Bonds for the payment of such Bond and accrued interest shall cease and be completely discharged, and the Trustee shall hold such funds, without interest, for the benefit of such Owner(s) of Bonds, who shall thereafter be restricted exclusively to such funds for any claim on, or with respect to, such Bond and interest. If any Bond shall not be presented for payment within four years following the date when it becomes due, whether by Maturity or otherwise, or the accrued interest cannot be paid as set out above, the Trustee shall repay to the Tenant the funds theretofore held by it for payment of such Bond and interest, and such Bond and interest shall thereafter be an unsecured obligation of the Tenant, subject to the defense of any applicable statute of limitation, and the Owner thereof shall be entitled to look only to the Tenant for payment, and then only to the extent of the amount so repaid, and the Tenant shall not be liable for any additional interest thereon.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Redemption of Bonds Generally. The Series 2024 Bonds shall be subject to redemption prior to Stated Maturity in accordance with the terms and provisions of this Article. Additional Bonds shall be subject to redemption prior to Stated Maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Bonds.

Section 3.02. Redemption of Series 2024 Bonds. The Series 2024 Bonds shall be subject to redemption and payment prior to Stated Maturity, at the option of the Issuer, upon instructions from the Tenant, on and after December 18, 2024, as a whole or in part on any date, at the redemption price of the par value of the principal amount thereof, without premium.

Section 3.03. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in Authorized Denominations. If less than all of the Outstanding Bonds of any series are to be redeemed and paid prior to Stated Maturity, such Bonds shall be

redeemed as directed in writing by the Tenant. Bonds of less than a full Stated Maturity are to be selected by the Trustee in such equitable manner as it may determine.

(b) In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it was a separate Bond of the minimum Authorized Denomination. If it is determined that one or more, but not all, of the minimum Authorized Denomination units of face value represented by any fully registered Bond is selected for redemption, then the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the premium, if any, and interest to the Redemption Date) of the minimum Authorized Denomination unit or units of face value called for redemption, and (ii) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the owner of any such Bond of a denomination greater than a minimum Authorized Denomination shall fail to present such Bond to the Trustee for payment and exchange, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the principal amount thereof called for redemption (and to that extent only).

Section 3.04. Trustee's Duty to Redeem Bonds. Upon receipt by the Trustee of such written advice, if required, and upon its own initiative if not required, the Trustee shall give at least 30 days' written notice of redemption to the Owner(s) of Bonds as provided herein. The Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided in *Section 3.05* hereof upon receipt by the Trustee at least 45 days prior to the proposed Redemption Date (unless waived) of a written request of the Issuer together with a copy of the redemption instructions of the Tenant. Such instructions shall specify the principal amount and the respective maturities of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption. Such instructions may direct that the redemption be conditioned upon the availability of funds therefore from the proceeds of refunding bonds issued by the Issuer.

Section 3.05. Notice of Redemption. Notice of the call for any redemption identifying the Bonds or portions thereof to be redeemed shall be given by the Trustee, in the name of the Issuer, by mailing by first class mail, postage prepaid, a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice of redemption shall state the Redemption Date, the place or places at which such Bonds shall be presented for payment, the series, maturities and numbers of the Bonds or portions of Bonds to be redeemed (and in the case of the redemption of a portion of any Bond the principal amount thereof being redeemed), the redemption price and shall state that interest on the Bonds described in such notice will cease to accrue from and after the Redemption Date. Any notice of redemption may be conditioned upon the availability of funds therefore from the proceeds of refunding bonds to be issued by the Issuer, if so instructed by the Tenant. A copy of each such notice of redemption shall be provided to any authorized co-paying agent appointed by the Trustee.

Section 3.06. Effect of Call for Redemption. Prior to the date fixed for redemption, funds or Government Securities maturing on or before the date fixed for redemption shall be deposited with the Trustee in amounts sufficient to provide for payment of the Bonds called for redemption, accrued interest thereon to the Redemption Date and the redemption premium, if any. Upon the deposit of such funds or Government Securities, and notice having been given as provided in *Section 3.05* hereof, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the

specified Redemption Date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FORM OF BONDS

Section 4.01. Forms Generally. The Series 2024 Bonds, and the Trustee's certificate of authentication to be endorsed thereon shall be, respectively, in substantially the form set forth in *Appendix A*. Any Additional Bonds, and the Trustee's Certificate of Authentication to be endorsed thereon shall also be in substantially such form, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

Section 4.02. Bond Counsel's Approving Opinion. If printed on the Bond certificates, Bond Counsel's approving opinion with respect to the authorization and issuance of the Bonds shall be preceded by the following certificate:

I, the undersigned, City Clerk of the City of Bel Aire, Kansas hereby certify that the following is a true and correct copy of the complete final legal opinion of Gilmore & Bell, P.C., Bond Counsel, on the within Bond and the series of which the Bond is a part, except that it omits the date of such opinion, that the legal opinion was manually executed and was dated and issued as of the date of delivery of and payment for such Bonds, and is on file with Security Bank of Kansas City, Kansas City, Kansas.

(facsimile signature)
City Clerk of the
City of Bel Aire, Kansas

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 5.01. Creation of Funds and Accounts. There are hereby authorized to be established in the custody of the Trustee the following Funds and Accounts:

- (a) "City of Bel Aire, Kansas Project Fund (Bayside Development Project)"
- (b) "City of Bel Aire, Kansas Debt Service Fund (Bayside Development Project)"

The Trustee may create separate subaccounts in any Fund or Account for each series of Bonds issued pursuant to the Indenture.

Section 5.02. Deposit of Bond Proceeds. Except as otherwise provided in *Section 4.1* of the Project Lease, the net proceeds received from the sale of the Series 2024 Bonds shall be deposited simultaneously with the delivery of the Series 2024 Bonds as follows:

(a) All accrued interest and premium, if any, received from the sale of the Series 2024 Bonds shall be deposited in the Debt Service Fund.

(b) The remaining balance of proceeds derived from the sale of the Series 2024 Bonds shall be deposited in the Project Fund.

ARTICLE VI

REVENUES AND FUNDS

Section 6.01. Deposits into the Project Fund. In addition to the amounts required to be paid into the Project Fund pursuant to *Section 5.02* hereof, the following funds shall be paid over to and deposited by the Trustee into the Project Fund, as and when received:

(a) The earnings accrued on the investment of moneys in the Project Fund and required to be deposited into the Project Fund pursuant to *Section 7.02* hereof.

(b) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, additional amounts from the proceeds of such Additional Bonds required to acquire, construct and install the Project Additions.

(c) The Net Proceeds of casualty insurance, condemnation awards or title insurance required to be deposited into the Project Fund pursuant to the Project Lease.

(d) Any and all payments from any contractors or other suppliers by way of breach of contract, refunds or adjustments required to be deposited into the Project Fund pursuant to the Project Lease.

(e) Except as otherwise provided herein or in the Project Lease, any other money received by or to be paid to the Trustee from any other source for the purchase or construction of the Improvements, when accompanied by directions by the Tenant that such moneys are to be deposited into the Project Fund.

Section 6.02. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of Project Costs (other than Costs of Issuance) in accordance with the provisions of *Article V* of the Project Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions. If the Issuer so requests, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the Issuer.

(b) The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and after the Improvements have been completed the Trustee, if requested, shall file a statement of receipts and disbursements with respect thereto with the Issuer and the Tenant.

(c) The completion of the Improvements and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee by the Tenant of the Certificate of Completion required by *Section 5.5* of the Project Lease. Any balance remaining in the Project Fund shall without further authorization be deposited in the Debt Service Fund and applied by the Trustee solely to the payment of principal of the Bonds through the payment on a Stated Maturity or redemption thereof on any

Redemption Date specified in the optional redemption provisions of *Section 3.02* hereof, or as otherwise permissible in the opinion of Bond Counsel.

Section 6.03. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to *Section 9.01* of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in *Article IX*, any balance remaining in the Project Fund shall, without further authorization, be deposited in the Debt Service Fund by the Trustee.

Section 6.04. Deposits into the Debt Service Fund. In addition to the amounts required to be paid into the Debt Service Fund pursuant to *Section 5.02* hereof, the Trustee shall deposit into the Debt Service Fund, as and when received, the following:

(a) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, proceeds of such Additional Bonds in an amount not to exceed the sum which, when added to the accrued interest and premium, if any, received from the sale of such Additional Bonds, will be sufficient to pay the interest accruing on such Additional Bonds during the estimated period of construction of the Project Additions financed through the issuance of such Additional Bonds.

(b) All Basic Rent payable by the Tenant to the Issuer specified in *Section 3.1* of the Project Lease.

(c) Any amount in the Project Fund to be transferred to the Debt Service Fund pursuant to the provisions of this Indenture

(d) All interest and other income derived from investments of Debt Service Fund moneys as provided in *Section 7.02* hereof.

(e) All other moneys received by the Trustee under and pursuant to any of the provisions of the Project Lease, except Additional Rent, or when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

Section 6.05. Application of Moneys in the Debt Service Fund.

(a) Except as provided in subsection (d) of this Section, moneys in the Debt Service Fund shall be expended solely for the payment of the principal of, premium, if any, and interest on the Outstanding Bonds as the same mature and become due or upon the redemption thereof prior to maturity.

(b) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Debt Service Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable and to make the funds so withdrawn available to the Paying Agent for the purpose of paying the principal, premium, if any, and interest.

(c) The Trustee, upon written direction of the Issuer and the Tenant, shall use any excess moneys in the Debt Service Fund (other than investment earnings credited to such account) and any moneys paid to the Trustee for deposit in the Debt Service Fund pursuant to the Project Lease to redeem Outstanding Bonds, interest accruing thereon prior to such redemption, and redemption premium, if any, in accordance with and to the extent permitted by *Article III* hereof so long as the Tenant is not in default with respect to payments of Basic Rent under the Project Lease and to the extent the moneys are in excess of amounts required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases when such Bonds have not been presented for payment. The Tenant may also direct such excess moneys in

the Debt Service Fund or such part thereof or other moneys of the Tenant, as the Tenant may direct, to be applied by the Trustee for the purchase of Bonds in the open market for the purpose of cancellation.

(d) Any amount remaining in the Debt Service Fund after the principal of, premium, if any, and interest on the Bonds shall have been paid in full or provision made therefor in accordance with *Article XII* hereof, shall be paid to the Tenant by the Trustee.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 7.01. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund or account under any provision of this Indenture, and all moneys deposited with or paid to the Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Project Lease and, until used or applied as so provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 7.02. Investment of Moneys in Funds. Moneys held in each of the Funds and Accounts shall be separately invested and reinvested by the Trustee in accordance with the provisions hereof, at the written direction of the Authorized Tenant Representative (or in the absence of such written direction, as provided in *subsection (e)* of the definition of Investment Securities) in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. The Trustee may make any investments permitted by this Section through its own bond department or short-term investment department and may pool moneys for investment purposes, except moneys held in the yield restricted portion of any fund or account, which shall be invested separately. Any such Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held. The interest earned on and any profit realized from Investment Securities held in any Fund or Account under this Indenture shall be deposited into the Debt Service Fund. Any loss resulting from such Investment Securities shall be charged to such Fund or Account in which such Investment Securities generating the loss are held. The Bond Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in such Fund or Account is insufficient for the purposes of such Fund or Account.

Section 7.03. Record Keeping. The Trustee shall maintain records demonstrating compliance with the provisions of this Article and with the provisions of *Article VI* for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 8.01. Payment of Principal of, Premium, if any, and Interest on the Bonds. The Issuer covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project (as well as moneys held for such purposes hereunder) as described herein, promptly pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and

meaning thereof, and to this end the Issuer covenants and agrees that it will use its best efforts to cause the Project to be continuously leased as a revenue and income producing undertaking, and that, should there be a default under the Project Lease with the result that the right of possession of the Project is returned to the Issuer, the Issuer shall fully cooperate with the Trustee and with the Owner(s) of Bonds to protect the rights and security of the Owner(s) of Bonds and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived by Issuer from the Project to provide for payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 8.02. Authority to Execute Indenture and Issue Bonds. The Issuer covenants, to the best of its knowledge and belief, that: (i) it is duly authorized under the constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth (including the creation of a security interest therein); (ii) all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and (iii) the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

Section 8.03. Performance of Covenants. The Issuer covenants that it will endeavor to faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto.

Section 8.04. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to secure the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Project Lease provided, it will not sell, convey, lease, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Project Lease, or of its rights under the Project Lease.

Section 8.05. Recording and Filing. The Issuer shall cause the Project Lease and all amendments to the Project Lease or appropriate memoranda thereof and all appropriate financing statements and other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owner(s) of Bonds and the rights of the Trustee hereunder. The Issuer hereby authorizes the Trustee to make any such filings for it. The Trustee shall cause all appropriate continuation statements of financing statements initially recorded to be recorded and filed in such manner and in such places as may be required by law to continue the effectiveness of such financing statements.

Section 8.06. Maintenance, Taxes and Insurance. The Issuer represents that pursuant to the provisions of *Articles VI, VII and X* of the Project Lease, the Tenant has agreed to cause the Project to be maintained and kept in good condition, repair and working order, to pay, as the same respectively become due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against the Project or any part thereof, and to keep the Project constantly insured to the extent provided for therein, all at the sole expense of Tenant.

Section 8.07. Inspection of Project Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the

Project shall, at all reasonable times during regular business hours, be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 8.08. Enforcement of Rights Under the Site Lease and Project Lease. The Site Lease and Project Lease, duly executed counterparts of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Tenant, including provisions that subsequent to the issuance of the Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Site Lease and Project Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, and reference is hereby made to the Site Lease and Project Lease for a detailed statement of the covenants and obligations of the Tenant thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Tenant under and pursuant to the Site Lease and Project Lease for and on behalf of the Owners, whether or not an Event of Default exists hereunder.

Section 8.09. Possession and Use of Project. So long as not otherwise provided in this Indenture, the Tenant shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Project Lease.

ARTICLE IX

REMEDIES ON DEFAULT

Section 9.01. Acceleration of Maturity in Event of Default.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and upon the written request of Owner(s) of Bonds owning not less than 25% in aggregate principal amount of Bonds then Outstanding shall, by notice in writing delivered to the Issuer and the Tenant, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of principal and interest on the Bonds, together with all Default Administration Costs, all overdue installments of Basic Rent and Additional Rent under the Project Lease and all other sums then payable by the Issuer under this Indenture shall either be paid or provision satisfactory to the Trustee shall be made for such payment, then and in every such case the Trustee may in its discretion, and shall upon the written consent of Owner(s) of Bonds owning at least 51% in aggregate principal amount of the Bonds Outstanding, rescind such declaration and annul such default in its entirety.

(c) In case of any rescission, then and in every such case the Issuer, the Trustee and the Owner(s) of Bonds shall be restored to their former position and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 9.02. Exercise of Remedies by the Trustee.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and if requested to do so in writing by Owner(s) of Bonds owning not less than 25% of the aggregate principal amount of Bonds Outstanding, and if indemnified to its satisfaction and satisfactory provision has been offered as to payment of Default Administration Costs and third-party liability, shall pursue and exercise

any available remedy at law or in equity by suit, action, mandamus or other proceeding or exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Owner(s) of Bonds to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

(b) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owner(s) of Bonds, and any recovery of judgment shall be for the equal benefit of all Outstanding Bonds.

(c) In any litigation with the Tenant, after an Event of Default, the Trustee may, after obtaining the written approval of Owner(s) of Bonds owning at least 51% of the aggregate principal amount of Bonds Outstanding, enter into an agreement to settle the litigation upon such terms as the Trustee in its sole discretion determines to be in the best interest of the Owner(s) of Bonds, even if such settlement involves selling the Real Property and Improvements for less than the amount needed to pay the Owners of the Bonds Outstanding the full amounts of the principal and accrued interest on the Bonds.

Section 9.03. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default shall have occurred and be continuing, the Issuer, upon demand of the Trustee, shall forthwith surrender the possession of, and the Trustee, by such officer or agent as it may appoint, may take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Issuer pertaining thereto, and including the rights and the position of the Issuer under the Site Lease and Project Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements; and the Trustee may lease the Project or any part thereof, in the name and for account of the Issuer, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents and counsel, (ii) any charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this Indenture, (iv) any costs and expenses of the Issuer in connection with the Project and (v) all expenses of such repairs and improvements, and the Trustee shall apply the remainder of the moneys so received in accordance with *Section 9.10*. Whenever all that is due upon the Bonds shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Issuer, its successors and assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of such property, the Trustee shall render annually to the Issuer and the Tenant a summarized statement of receipts and expenditures in connection therewith

Section 9.04. Sale in Event of Default. If an Event of Default shall have occurred and be continuing, the Trustee, as assignee of the Issuer, may (but shall not be required to) sell the Issuer's interest in the Project on behalf of the Issuer in accordance with the provisions of the Site Lease and Project Lease, and the Trustee or the Owner or Owners of any of the Bonds then Outstanding, whether or not then in default in the payment of principal or interest, may become the purchaser at any such sale to the highest bidder.

In the event of such a sale, the Issuer and the Trustee shall execute and deliver any necessary or appropriate instrument of conveyance of the Issuer's interest in the Project to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the nonpayment of the Bonds, default, existence of the Bonds, notice of advertisement, sale, receipt of money, and the happening of any event

whereby a prima facie evidence of the truth of such statement or recital. The Bond Trustee shall receive the proceeds of sale and pay the same in accordance with *Section 9.10(b)*.

Section 9.05. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.06. Limitation on Exercise of Remedies by Owner(s) of Bonds. No Owner(s) of Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has knowledge, (ii) such default shall have become an Event of Default, (iii) Owner(s) of Bonds owning at least 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (iv) satisfactory indemnity and provision for payment of Default Administration Costs and third-party liability shall have been offered to the Trustee and (v) the Trustee shall thereafter fail or refuse to exercise the powers granted in this section to institute such action, suit or proceeding in its own name; and such knowledge and request are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owner(s) of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Bonds then Outstanding.

Section 9.07. Right of Owner(s) of Bonds to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, Owner(s) of Bonds owning at least 51% in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, and upon providing the Trustee indemnification satisfactory to it as provided above, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and Trustee shall have the right to decline to follow such direction if the Trustee shall in good faith, and upon the advice of counsel, determine that proceedings so directed would expose the Trustee to personal liability.

Section 9.08. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owner(s) of Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owner(s) of Bonds hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or by the Owner(s) of Bonds, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 9.09. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on Bonds, and shall do so upon the written request of Owner(s) of Bonds owning at least 51% in aggregate principal amount of all the Bonds then Outstanding and satisfaction of the conditions set forth in *Section 9.01(b)*. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee under this Indenture on account of any such default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Owner(s) of Bonds shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 9.10. Application of Money Received after Event of Default.

(a) If the principal of all Bonds shall have become due and payable after the occurrence of an Event of Default, all moneys thereafter received from the Tenant, from sale or reletting of the Project shall be deposited in the Debt Service Fund and all moneys in the Debt Service Fund shall be applied as follows:

first: To the payment of Default Administration Costs

second: To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal and premium, if any, and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal and premium, if any, and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then to the payment of such principal, premium and interest, without any preference or priority, ratably according to the aggregate amount so due; and

third: To the payment of any other amounts required to be paid under this Indenture or the Project Lease; and

fourth: To the payment of the remainder, if any, to the Tenant or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(b) Whenever moneys are to be applied by the Issuer or the Trustee pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee in its sole discretion determines, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the deposit of such moneys with the Trustee in trust for the proper purpose shall constitute proper application by the Issuer; and the Issuer shall incur no liability to any Owner(s) of Bonds or to any other person for any delay in applying any such moneys, so long as the Issuer acts with reasonable diligence, having due regard to the circumstances, and moneys are applied in accordance with such provisions of this Indenture. Whenever the Trustee exercises such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to any Owner(s) of Bonds of any unpaid Bond until the Bond certificate(s) representing Bonds owned are surrendered to the Trustee as Bond Registrar for appropriate endorsement, or for cancellation if fully paid.

(c) Whenever the principal of and premium, if any, and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining in the Debt Service Fund shall be paid to the Tenant as provided in *Section 6.07(d)*.

ARTICLE X

THE TRUSTEE

Section 10.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform the trusts in the manner in which a corporate trustee ordinarily would perform the trusts under a corporate indenture, and the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent corporate trust officer would exercise or use under the circumstances, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) Prior to the occurrence of an Event of Default and after the cure of all Events of Default which may have occurred, the Trustee's duties and responsibilities shall include only those expressly set forth in this Trust Indenture and those rights, duties, responsibilities, and obligations which are reserved to or imposed upon the Issuer under this Trust Indenture, the Site Lease and the Project Lease, excepting only such of those rights, duties, responsibilities, and obligations as may only be properly and lawfully exercised by or imposed upon the Issuer.

(b) Upon the occurrence of an Event of Default the Trustee shall be and is hereby authorized to bring appropriate action for judgment or such other relief as may be appropriate and such action may be in the name of the Trustee or in the name of the Issuer and Trustee jointly; but in such case, neither the Issuer nor the Trustee shall have any obligation for any fees and expenses of such action except out of any funds available by reason of the ownership of the Project and moneys available under this Trust Indenture and the Project Lease. In addition, the Trustee may file such proof of claim and such other documents as may be necessary and advisable in order to have the claims of the Trustee and the Owner(s) of Bonds relative to the Bonds or the obligations relating thereto allowed in any judicial proceeding.

(c) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers. The Trustee shall be entitled to rely upon the opinion or advice of counsel, who may be counsel to the Trustee, Issuer or the Tenant, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof.

(d) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture, the Site Lease or the Project Lease believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or

consent is an Owner(s) of Bonds, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in substitution thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the mayor of the Issuer or the Authorized Tenant Representative as sufficient evidence of the facts therein contained, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) At any and all reasonable times and upon reasonable prior notification to the Tenant, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the Project and all books, papers and records of the Issuer and Tenant pertaining to the Project and the Bonds, and to make such notes and copies as may be desired.

(i) The Trustee shall not be required to give any bond or surety with respect to the execution of its trusts and powers hereunder or otherwise with respect to the Project.

(j) The Trustee shall have the right, but shall not be required, to demand, with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purpose of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) The Trustee shall not be required to take notice of, or be deemed to have notice of, any default hereunder or under the Site Lease or Project Lease, except the failure by the Issuer to cause to be made any of the payments required to be made under the Project Lease or in accordance with *Article VI* hereof, or the failure by the Issuer to cause compliance by the Tenant with the insurance provisions of *Article VI* of the Project Lease, unless the Trustee shall have been specifically notified in writing of such default by the Issuer or by Owner(s) of Bonds owning at least 25% in aggregate principal amount of all Bonds then Outstanding.

(l) The Trustee may inform the Owner(s) of Bonds of environmental hazards that the Trustee has reason to believe exist with respect to the Project, the Real Property or the Improvements, and the Trustee shall have the right to take no further action with respect thereto, and, in such event, no fiduciary duty shall exist which imposes any obligation for further action by the Trustee with respect to the Project, the Real Property, the Improvements, the enforcement of any remedies hereunder or under the Project Lease, the Trust Estate, or any portion thereof, if, in the reasonable opinion of the Trustee, such action would subject the Trustee to environmental or other liability for which the Trustee has not received indemnity satisfactory to it.

Section 10.02. Fees, Charges and Expenses of the Trustee; Lien for Fees and Costs and Additional Rent. The Trustee shall be entitled to payment of or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary costs, charges and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees, costs, expenses and charges of the Trustee as Paying Agent for the Bonds. The Trustee agrees that the Issuer shall have no liability for any fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Tenant for the payment of all fees, charges and expenses of the Trustee and any Paying Agents as provided in the Project Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment of principal of, redemption premium, if any, or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred, for Default Administration Costs and for any unpaid Additional Rent owing under the Project Lease.

Section 10.03. Notice to Owner(s) of Bonds if Default Occurs. If an Event of Default occurs, of which the Trustee is aware and of which it is required to take notice, the Trustee shall give written notice thereof to the Owner(s) of Bonds, as shown by the bond registration books required to be maintained by the Trustee and kept at the principal office of the Trustee.

Section 10.04. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the Owner(s) of Bonds, the Trustee may intervene on behalf of the Owner(s) of Bonds and shall do so if requested in writing by Owner(s) of Bonds owning at least 25% of the aggregate principal amount of Bonds then Outstanding and if provided with indemnity satisfactory to the Trustee.

Section 10.05. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 10.06. Resignation of Trustee. The Trustee may resign by an instrument in writing delivered by registered or certified mail to the Issuer and the Tenant to take effect not sooner than 90 days after its delivery, whereupon the Issuer, with the consent of the Tenant, shall immediately, in writing, designate a successor Trustee; provided, however, the Trustee's resignation shall not become effective unless and until a successor Trustee is approved and qualified. In the event the Issuer and the Tenant do not promptly designate a successor trustee, then the Trustee shall have the right to petition a court of competent jurisdiction for the appointment of a successor.

Section 10.07. Removal of Trustee. As long as no Default or Event of Default shall have occurred and be continuing, the Trustee may be removed at any time by the Issuer or the Tenant; provided, that such removal shall not be effective unless and until a successor trustee is appointed and qualified, and provided further than such removal shall not become effective until after 60 days from the date written notice of such proposed removal is given to the Trustee by first class mail. The Issuer or the Tenant, concurrently with giving notice to the Trustee, shall give notice by first class mail of the proposed removal of the Trustee to all Owner(s) of Bonds. Unless Owner(s) of Bonds owning at least 51% in principal

amount of Bonds then Outstanding object in writing to the proposed removal of the Trustee, such removal shall become effective from the date specified in the notices, provided that the successor trustee shall have been qualified and have accepted the duties and responsibilities of the Trustee as of such date. The Trustee may be removed at any time by the written direction of Owner(s) of Bonds owning at least 51% in aggregate principal amount of Bonds then Outstanding.

Section 10.08. Qualifications of Successor Trustee. Every successor Trustee appointed pursuant to the provisions of this Article shall be a trust company or bank in good standing, qualified to accept such trust and acceptable to the Issuer and the Tenant.

Section 10.09. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Tenant an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 10.10. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Project Lease, and the Tenant has failed after 30 days written notice to make such payment the Trustee may pay such tax, assessment or governmental charge or insurance premium or rebate amount, without prejudice, however, to any rights of the Trustee or the Owner(s) of Bonds hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at a rate per annum equal to the Trustee's published prime rate in effect at the time, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of, premium, if any, or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by Owner(s) of Bonds owning at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 10.11. Trust Estate May Be Vested in Co-trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Site Lease or the Project Lease, and in particular in case of the enforcement of either a default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) In the event that the Trustee appoints an additional individual or institution as a co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Issuer be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, then any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

(d) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 10.12. Annual Accounting. The Trustee shall render an annual accounting to the Tenant, to the Issuer upon request, and to any Owner(s) of Bonds requesting the same in writing and remitting reasonable charges for preparing such copies, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 10.13. Performance of Duties under the Site Lease and Project Lease. The Trustee hereby accepts and agrees to perform, in such manner as is consistent with the terms of those instruments and this Indenture, all duties and obligations assigned to it under the Site Lease and Project Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 11.01. Supplemental Indentures Not Requiring Consent of Owner(s) of Bonds. The Issuer and the Trustee may from time to time, without the consent of any of the Owner(s) of Bonds, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to make any other change not prejudicial to the Owner(s) of Bonds;

(b) To grant to or confer upon the Trustee for the benefit of the Owner(s) of Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owner(s) of Bonds;

(c) To more precisely identify the Project or to add additional property thereto;

(d) To subject to this Indenture additional revenues, properties or collateral; and

(e) To issue Additional Bonds as provided in *Section 2.09* hereof.

Section 11.02. Supplemental Indentures Requiring Consent of Owner(s) of Bonds.

(a) Exclusive of Supplemental Indentures described in *Section 11.01* hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owner(s) of Bonds owning not less than 66-2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, except as provided in subparagraph (b) of this *Section 11.02*, nothing in this Section contained shall permit or be construed as permitting (i) an extension of the maturity of the principal of or the accrual of, or dates of payment of, interest on any Bond issued hereunder, or (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, or (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) Any provision of this Indenture or the Bonds may be amended with the written consent of the Owners owning 100% in aggregate principal amount then Outstanding.

Section 11.03. Tenant's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Tenant shall not become effective unless and until the Tenant shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of an amendment to the Project Lease executed by the Tenant in connection with the issuance of Additional Bonds under *Section 2.09* hereof shall be deemed to constitute consent of the Tenant to the execution of a Supplemental Indenture pursuant to *Section 2.09* hereof. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to *Section 2.09* hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Tenant at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

ARTICLE XII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 12.01. Satisfaction and Discharge of the Indenture.

(a) When the principal of, premium, if any, and interest on all Bonds shall have been paid in accordance with their terms or provision has been made for such payment, as provided in *Section 12.02* hereof, and provision shall also have been made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent to the date of retirement of the Bonds, then the duties of the Trustee under this Indenture shall cease. Thereupon the Trustee shall discharge and release this Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and discharge or release as shall be requisite to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Issuer any property at the time subject to this Indenture which may then be in its possession, except amounts in the Debt Service Fund required to be paid to the Tenant under *Section 6.07(d)* hereof and except funds or securities in which such funds are invested and held by the Trustee for the payment of the principal of, and interest accrued on, the Bonds. Notwithstanding anything

otherwise provided herein, the provisions of this Indenture relating to compensation and indemnification of the Trustee shall survive satisfaction and discharge of the Indenture.

(b) The Issuer is hereby authorized to accept a certificate by the Trustee that the principal of, premium, if any, and interest due and payable upon all of the Bonds then Outstanding and all amounts required to be paid to the United States have been paid or such payment provided for in accordance with *Section 12.02* hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall deem this Indenture discharged.

Section 12.02. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Indenture when payment of the principal of and the applicable premium, if any, on such Bonds, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment or (B) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment. Bonds shall also be deemed paid if the Bond certificate(s) are surrendered to the Bank as paying agent, accompanied by a written communication from the registered Owner waiving payment and directing that they be cancelled without actual payment. At such time as a Bond shall be deemed to be paid hereunder, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities. As a condition to the Bonds being deemed paid, the Trustee shall have received an opinion of Bond Counsel to the effect that the conditions of this Section have been satisfied.

(b) Notwithstanding the foregoing, in the case of the redemption of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds until proper notice of such redemption shall have been given in accordance with *Article III* of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds (including premium thereon, if any) and interest thereon shall be applied to and used solely for the payment of the particular Bonds (including premium thereon, if any) and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01. Consents and Other Instruments by Owner(s) of Bonds.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owner(s) of Bonds may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owner(s) of Bonds in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of

the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amount or amounts, number and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee.

(b) In determining whether the Owner(s) of Bonds owning the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Tenant or any affiliate of the Tenant shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph, the word "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Tenant; and for the purposes of this definition, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Tenant or any affiliate of the Tenant.

Section 13.02. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be inferred from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto, and the Owner(s) of Bonds, any right, remedy or claim under or with respect to this Indenture, and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Tenant and the Owner(s) of Bonds as herein provided.

Section 13.03. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Indenture shall be in writing and shall be deemed duly given or filed if the same shall be duly mailed by registered or certified mail, postage prepaid, to the Notice Representative.

All notices given by certified or registered mail shall be deemed duly given as of the date they are so mailed. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Tenant to the other shall also be given to the Trustee. The Issuer, the Trustee and the Tenant may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 13.04. Suspension of Mail Service. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 13.05. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 13.06. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 13.08. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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IN WITNESS WHEREOF, the Issuer has caused this Indenture to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied.

CITY OF BEL AIRE, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the _____ day of December, 2024 by Jim Benage as Mayor of the City of Bel Aire, Kansas, a municipal corporation of the State of Kansas.

[SEAL]

Notary Public

My Appointment Expires:

IN WITNESS WHEREOF, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf and such signature to be attested by its duly authorized officers, and its corporate seal to be applied, all as of the date first above written.

SECURITY BANK OF KANSAS CITY
 Kansas City, Kansas,
 as Trustee

By: _____
Name: Bonnie Mosher
Title: Vice President

"TRUSTEE"

ACKNOWLEDGMENT

[illegible]

This instrument was acknowledged before me on the ____ day of December, 2024, by Bonnie Mosher, Vice President and Trust Officer of Security Bank of Kansas City, a banking corporation or association organized under the laws of the United States of America or one of the states thereof.

[SEAL]

Notary Public

My Appointment Expires:

APPENDIX A

FORM OF BONDS

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SECURITY SHALL BE MADE. THE TRUSTEE SHALL BE CONSIDERED UNDER "STOP TRANSFER" ORDERS FOR ALL TRANSFERS OF BONDS UNLESS: (i) THERE SHALL HAVE BEEN DELIVERED TO THE ISSUER, THE TENANT AND THE TRUSTEE PRIOR TO THE TRANSFER, SALE ASSIGNMENT OR HYPOTHECATION AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE ISSUER, THE TENANT AND THE BANK, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (ii) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (i) AND (ii), THERE SHALL HAVE BEEN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE TRUSTEE SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE INDENTURE.

THIS SERIES 2024 BOND IS NOT AN OBLIGATION ON WHICH THE INTEREST IS EXCLUDABLE FROM GROSS INCOME UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA, AS AMENDED. THE OWNER OF THIS SERIES 2024 BOND SHOULD NOT REGARD THE INTEREST HEREON AS BEING EXEMPT FROM FEDERAL INCOME TAXATION.

No. _____ \$ _____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF BEL AIRE, KANSAS
TAXABLE INDUSTRIAL REVENUE BOND
SERIES 2024
(BAYSIDE DEVELOPMENT PROJECT)

Interest	Maturity	Dated
Rate:	Date:	Date:

Registered Owner: _____

Principal Amount: _____ Dollars

The City of Bel Aire, Kansas, a body politic and corporate, incorporated as a city of second class of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely from the sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, the principal sum identified above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable December 31, 2034 (the "Interest Payment Dates"), until the Principal Amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date

thereof, upon presentation and surrender of this Bond at the principal corporate trust office or other designated office of Security Bank of Kansas City in Kansas City, Kansas (the "Paying Agent" and "Trustee"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Trustee at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month of the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Indenture.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Indenture.

This Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated "City of Bel Aire, Kansas Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project)," in the aggregate original principal amount not to exceed \$12,535,000 (the "Series 2024 Bonds"), issued for the purpose of providing funds to pay the costs of the acquisition, construction and equipping of a commercial facility (the "Project"), to be leased by the Issuer to Bayside Development LLC, a Kansas limited liability company (the "Tenant"), under the terms of a Project Lease dated as of December 1, 2024, between the Issuer and the Tenant (the Project Lease, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Project Lease"), all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 *et seq.* and pursuant to proceedings duly had by the governing body of the Issuer.

The Series 2024 Bonds are issued under and are equally and ratably secured and entitled to the protection of the Trust Indenture, dated as of December 1, 2024 (the Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the Issuer and the Trustee. Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture ratably and on a parity with the Series 2024 Bonds (the Series 2024 Bonds together with such Additional Bonds being herein referred to collectively as the "Bonds"). Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Owner(s) of Bonds, and the terms upon which the Bonds are issued and secured.

The Series 2024 Bonds are subject to redemption and payment prior to Stated Maturity, at the option of the Issuer, upon instructions from the Tenant, on and after December 18, 2024, as a whole or in part on any date, at the redemption price of the par value of the principal amount thereof, without premium.

When any Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, failure to give such notice by mailing, or any defect therein,

shall not affect the validity of any proceedings for the redemption of Bonds. If less than all of the Outstanding Bonds of this series are called for redemption, Bonds shall be redeemed as directed in writing by the Tenant. Bonds of less than a full maturity shall be selected by the Trustee in such equitable manner as it may determine. All Bonds so called for redemption will cease to bear interest on the specified Redemption Date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The Bonds and the interest thereon are limited obligations of the Issuer payable exclusively out of the Trust Estate under the Indenture, including but not limited to the rents, revenues and receipts under the Project Lease, and are secured by a pledge of the Project (including any Project Additions) as described in the Project Lease and a pledge and assignment of the Trust Estate, including all rentals and other amounts to be received by the Issuer under and pursuant to the Project Lease, all as provided in the Indenture. The Bonds and the interest thereon do not constitute a debt or general obligation of the Issuer, the State of Kansas or any municipal corporation thereof, and are not payable in any manner by taxation. The Bonds do not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Project Lease, Basic Rent is to be paid by the Tenant directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated " City of Bel Aire, Kansas Debt Service Fund (Bayside Development Project)."

No Owner of Bonds shall have the right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable prior to the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and under the circumstances permitted by the Indenture.

This Bond certificate is transferable, as provided in the Indenture, only upon the registration books of the Issuer kept for that purpose at the above mentioned office of the Bond Registrar and Paying Agent by the Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Owner's duly authorized attorney, and thereupon a new Bond certificate in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Tenant has agreed to pay as Additional Rent under the Project Lease all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of certificates mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, Issuer has caused this Bond certificate to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon and has caused the Bonds to be dated as of December 18, 2024.

CITY OF BEL AIRE, KANSAS

(Facsimile Seal)

By: _____
Mayor

ATTEST:

City Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond certificate evidences ownership of the City of Bel Aire, Kansas Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Bond is _____.

Security Bank of Kansas City
Kansas City, Kansas,
Trustee

By: _____
Authorized Signature

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfers unto

Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bond Registrar and Paying Agent for the registration and transfer of Bonds.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Bank]

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15) or any similar rule which the Trustee deems applicable.

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.

GILMORE & BELL, P.C.
10/28/2024

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE
OF
NOT TO EXCEED NOT TO EXCEED \$12,535,000
CITY OF BEL AIRE, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2024
(BAYSIDE DEVELOPMENT PROJECT)

Dated December 18, 2024

NOT TO EXCEED NOT TO EXCEED \$12,535,000
CITY OF BEL AIRE, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2024
(BAYSIDE DEVELOPMENT PROJECT)

Closing: December 18, 2024

The documents described in the Closing List are to be delivered and taken as a condition precedent to the issuance and delivery of the above-described Bonds by the City of Bel Aire, Kansas. Such delivery of documents shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to this transaction will be considered completed until all such deliveries, payments or other actions have been made or taken.

Closing is scheduled on December 18, 2024, through the office of Gilmore & Bell, P.C., in Wichita, Kansas. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing the authorization and issuance of the Bonds. Bond transcripts will be prepared and distributed to the following:

- 1. City of Bel Aire, Kansas ("Issuer")
- 2. Bayside Development LLC ("Tenant" and "Purchaser")
- 3. Security Bank of Kansas City ("Trustee")
- 4. Gilmore & Bell, P.C. ("Bond Counsel")
- 5. Maria Schrock, Esq. ("Issuer's Counsel")
- 6. Foulston Siefkin, LLP ("Tenant's Counsel")

Of the parties listed above, the Issuer will receive an original, paper copy of the transcript. All parties will receive copies of the transcript of proceedings in electronic PDF format unless a portable digital device is requested before closing.

* * *

CLOSING LIST

Document
Number

BASIC BOND DOCUMENTS:

- 1. Trust Indenture
- 2. Site Lease
- 3. Project Lease
- 4. Bond Purchase Agreement
- 5. Origination Fee Agreement

ADDITIONAL ISSUER DOCUMENTS:

- 6. Excerpts of Minutes
 - a. Relating to Public Hearing and Resolution of Intent
 - b. Relating to Passage of Bond Ordinance No. [_____]
- 7. Resolution of Intent
- 8. Affidavit of Mailing and Publication regarding Notice of Public Hearing
 - a. Publisher’s Affidavit of Publication
- 9. Bond Ordinance
- 10. Affidavit of Publication of Bond Ordinance
- 11. Specimen Series 2024 Bond
 - a. Certificate of Bond Printer
- 12. Certificates of Manual Signature
 - a. Mayor
 - b. City Clerk
- 13. Issuer’s Closing Certificate
 - a. Analysis of Costs and Benefits
- 14. Kansas Board of Tax Appeals Proceedings
 - a. Informational Statement
 - b. Letter of Complete and Timely Filing
 - c. Certificate of Issuance

15. Notice of Site Lease and Project Lease

16. Assignment of Site Lease and Project Lease

DOCUMENTS RELATING TO AND DELIVERED BY THE TENANT:

- 17. Tenant’s Closing Certificate with Exhibits
 - a. Articles of Organization
 - b. Operating Agreement
 - c. Authorizing Resolution
 - d. Expected Use of Bond Proceeds
 - e. Certificate of Good Standing for Tenant from Kansas Secretary of State

18. Insurance Certificates

19. Evidence of Title

MISCELLANEOUS DOCUMENTS:

- 20. Trustee’s Receipt and Closing Certificate
- 21. Purchaser’s Receipt and Closing Certificate
- 22. Closing Memorandum

LEGAL OPINIONS:

- 23. Bond Counsel Opinion
- 24. Opinion of Counsel for the Issuer
- 25. Opinion of Counsel for the Tenant

* * *

ISSUER'S CLOSING CERTIFICATE

Not to Exceed \$12,535,000
City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds
Series 2024
(Bayside Development Project)

We, the undersigned, hereby certify that we are the duly elected or appointed, qualified or acting Mayor and City Clerk of the City of Bel Aire, Kansas (the “Issuer”) and, as such officers, we are familiar with the official books and records of the Issuer and, in connection with the issuance by the Issuer of the above-described bonds (the “Bonds”), hereby certify as of December 18, 2024, as follows:

1. ORGANIZATION AND AUTHORITY

1.1 **Due Organization.** The Issuer is a municipal corporation incorporated as a city of the second class, duly organized and existing under the laws of the State of Kansas.

1.2. **Meetings.** The meetings of the City Council at which action was taken as shown in the Transcript (as hereinafter defined) were either regular meetings or duly adjourned regular meetings or special meetings duly called and, to the best of our knowledge and belief, held in accordance with the law and the rules of the Issuer.

1.3. **Incumbency of Officials.** The following named persons were and are the duly elected or appointed, qualified and acting officials of the Issuer during the proceedings relating to the authorization and issuance of the Bonds:

Name	Title	Term of Office
Jim Benage	Mayor	12/2019 to 12/2027
Greg Davied	Councilmember	12/2021 to 12/2025
Tyler Dehn	Councilmember	06/2022 to 12/2027
Emily Hamburg	Councilmember	05/2022 to 12/2027
Justin Smith	Councilmember	01/2018 to 06/2024
Tom Schmitz	Councilmember	06/2024 to 12/2025
John Welch	Councilmember	03/2020 to 12/2025
Dr. Joel Schroeder	Councilmember	12/2019 to 03/2022
Diane Wynn	Councilmember	12/2019 to 05/2022
Melissa Krehbiel	City Clerk	N/A

1.4. **Official Newspaper.** The *The Ark Valley News* is the Issuer's official newspaper and was the official newspaper on the date of publication of (a) the Ordinance, (b) the Notices required pursuant to K.S.A. 12-1740 *et seq.* (the "Act"); and (c) a Notice of Public Hearing as required by law relating to the issuance of the Bonds and granting of a property tax exemption.

2. ISSUER DOCUMENTS

2.1. **Transcript of Proceedings.** The transcript of proceedings (the “Transcript”) relating to the authorization and issuance of the Bonds to be furnished to Bayside Development LLC, the original purchaser of the Bonds (the “Purchaser”), and the other parties to the transactions entered into by the Issuer in connection with issuance of the Bonds, is to the best of our knowledge, information and belief full, true and complete;

none of such proceedings has been modified, amended or repealed; and such facts as are stated in the transcript still exist.

2.2. **Execution of Bonds and Bond Documents.** We have duly signed and executed, manually or by facsimile, the Bonds in an aggregate principal amount not to exceed \$12,535,000, consisting of a fully registered bond certificate in an aggregate principal amount of all Bonds presently outstanding, and the following described documents (collectively, the “Issuer Documents”) authorized by Ordinance No. [_____] (the “Ordinance”):

- (i) a Trust Indenture dated as of December 1, 2024 (the “Indenture”), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the Bonds;
- (ii) a Site Lease dated as of December 1, 2024 (the “Site Lease”), leasing the Real Property to the Issuer in consideration of the issuance of the Bonds;
- (iii) a Project Lease dated as of December 1, 2024 (the “Project Lease”), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments;
- (iv) a Bond Purchase Agreement (the “Bond Purchase Agreement”) providing for the sale of the Series 2024 Bonds by the Issuer to Bayside Development LLC, Wichita, Kansas (the “Purchaser”); and
- (v) an Origination Fee Agreement with the Tenant, under which the Tenant will make a payment upon issuance of the Bonds.

On the date when the Bonds and the Issuer Documents were executed by us, we were and, at the date hereof, we are the officials indicated by our signatures on the Bonds and the Issuer Documents, and by our signatures on this certificate, respectively. The signatures of us and each of us, as such officials, respectively, on the Bonds and the Issuer Documents, are our true and genuine signatures, and the seal applied to or imprinted on the Bonds and the Bond Documents at the time of their execution was and is the official seal of the Issuer and was thereto applied to or imprinted by the authority and direction of the governing body of the Issuer, and is the seal applied to this certificate.

We hereby ratify, confirm and adopt the facsimile signatures on the Bonds as a proper execution of the Bonds. Each signature has been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 to 75-4007.

2.3. **Enforceability of Documents.** To the best of our knowledge and belief, the Issuer has, by all necessary action, duly authorized the execution, issuance and delivery of the Bonds and the Issuer Documents and all such other agreements and documents as may be required to be executed and delivered by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Issuer Documents and the Ordinance. To the best of our knowledge and belief, the Bonds and the Issuer Documents, as executed and delivered, constitute legal, valid and binding obligations of the Issuer in accordance with their respective terms (except insofar as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles of general application affecting the rights and remedies of creditors and secured parties, and except as rights to indemnity, if any, may be limited by principles of public policy).

2.4. **Representations and Warranties.** To the best of our knowledge and belief, each of the representations and warranties of the Issuer in the Issuer Documents is true and accurate as if made on and as of this date and that all agreements to be complied with and obligations to be performed by the Issuer under the Ordinance and the Issuer Documents preceding the issuance of the Bonds have been complied with and performed.

2.5. **No Event of Default.** To the best of our knowledge and belief, at the date hereof, no Event of Default of the Issuer specified in the Issuer Documents, and no event which, with the giving of notice or lapse of time or both, would become such an Event of Default of the Issuer thereunder, has occurred.

3. **LEGAL MATTERS; PROJECT**

3.1. **Location of Project.** The property to be acquired and constructed out of the proceeds of the Bonds is located within the corporate limits of the Issuer in Sedgwick County, Kansas.

3.2. **No Litigation.** There is not now pending or, to the knowledge of the undersigned officials of the Issuer, threatened, any litigation seeking to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning the validity of the Bonds, or the proceedings or authority under which they are to be issued, or the existence of the Issuer, or the authority of the Issuer to enact the Ordinance or enter into the Issuer Documents, or the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for payment of the Bonds.

3.3 **Required Governmental Approvals.** The Issuer has received all approvals of State and other appropriate governmental officials required by the Act.

3.4 **Compliance with Statutes Governing Property Tax Exemptions.** Written notices complying with the provisions of K.S.A. 12-1749c and K.S.A. Supp. 12-1749d (relating to ad valorem property tax exemptions) were given in a timely manner to the Board of County Commissioners of Sedgwick County, Kansas and to each unified school district in which the Project is located. Prior to the granting of the property tax exemption, an analysis of the costs and benefits of such exemption was prepared for the Issuer's governing body, which included the effect of the exemption on state revenues, and a public hearing on the granting of the exemption was held by the governing body of the Issuer. A copy of the Analysis of Costs and Benefits is attached to this Certificate as *Exhibit A*. Notice of the public hearing was published once at least seven days prior to the hearing in the official newspaper of the Issuer, and indicated the purpose, time and place of the hearing.

4. **MISCELLANEOUS**

4.1. **Request to Authenticate and Deliver Bonds.** Pursuant to the Trust Indenture, the Trustee is hereby authorized to execute the Certificate of Authentication on the Bonds and to deliver the Bonds to the Purchaser upon payment of the purchase price for the Bonds and compliance with the other terms and provisions of the Trust Indenture.

4.2. **Deposit of Bond Proceeds.** The Trustee, in accordance with the requirements of the Trust Indenture, is hereby directed to deposit the proceeds of the Bonds into the funds and accounts established under and in accordance with the provisions of the Trust Indenture; subject, however, to the provisions of *Section 4.1* of the Project Lease.

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IN WITNESS WHEREOF, we have signed this Certificate and applied the official seal of the Issuer for delivery concurrently with the issuance and delivery of the Bonds on the date stated above.

CITY OF BEL AIRE, KANSAS

[SEAL]

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

EXHIBIT A
ANALYSIS OF COSTS AND BENEFITS

When Recorded Return to:
Sarah O. Steele, Esq.
Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

NOTICE OF SITE LEASE AND PROJECT LEASE

Notice is hereby given as of December 18, 2024, that Bayside Development LLC, a Kansas limited liability company (the "Tenant"), has leased real property located in Sedgwick County, Kansas, described in ***Schedule I*** attached hereto (the "Project") to the City of Bel Aire, Kansas, an incorporated city of the second class duly organized and existing under the laws of the State of Kansas (the "Issuer"), by Site Lease dated as of December 1, 2024 (the "Site Lease").

Notice is hereby further given as of December 18, 2024, that the Issuer has leased to the Tenant, the Real Property and all improvements located thereon (the "Project") by Project Lease dated as of December 1, 2024 (the "Project Lease").

The Site Lease and Project Lease expire on December 31, 2034, provide for an extension of the term, and for early termination in the event of the happening of certain contingencies. The Project Lease provides an option to purchase the Project for prices and on terms set forth therein, and contains various other covenants, terms and conditions. A copy of the Site Lease and Project Lease are on file in the office of the clerk of the Issuer.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, this Notice of Site Lease and Project Lease is executed by authority of the Governing Body of the City of Bel Aire, Kansas as of the day and year first above written.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

[SEAL]

Melissa Krehbiel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on December ____, 2024 by Jim Benage as Mayor and by Melissa Krehbiel as City Clerk of the City of Bel Aire, Kansas, a municipal corporation.

[SEAL]

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

SCHEDULE I

(A) A leasehold interest in the following described real estate located in Sedgwick County, Kansas:

Lot 7, Block 1, Sunflower Commerce Park 3rd Addition, in the City of Bel Aire, Kansas,
Sedgwick County, Kansas

the real property constituting the “Real Property” as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the “Project” as referred to in both the Project Lease and the Trust Indenture.

When Recorded Return to:
 Sarah O. Steele, Esq.
 Gilmore & Bell, P.C.
 100 N. Main, Suite 800
 Wichita, Kansas 67202

ASSIGNMENT OF SITE LEASE AND PROJECT LEASE

WHEREAS, the City of Bel Aire, Kansas, an incorporated city of the second class, duly organized and existing under the laws of the State of Kansas (the "Issuer"), has entered into a Site Lease dated as of December 1, 2024 (the "Site Lease") with Bayside Development LLC, a Kansas limited liability company, (the "Tenant"), of real property described in *Schedule I* attached hereto (the "Real Property"); and

WHEREAS, the Issuer has further entered into a lease to the Tenant of the Real Property and all improvements located thereon (the "Project") by Project Lease dated as of December 1, 2024 (the "Project Lease"); and

WHEREAS, the Site Lease and Project Lease are for terms beginning as of December 18, 2024, and expiring December 31, 2034; and

WHEREAS, the Issuer has issued its Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) (the "Bonds"), payable from the revenue to be received by the Issuer under the Project Lease, and the Project and the revenue from it have been pledged by the Issuer to payment of the Bonds; and

WHEREAS, Security Bank of Kansas City, Kansas City, Kansas, has been designated as trustee (the "Trustee") pursuant to the terms of a Trust Indenture dated as of December 1, 2024 (the "Indenture"), between the Issuer and the Trustee, and under the Indenture the Trustee is authorized, empowered and directed to perform the duties of the Issuer as lessor under the Site Lease and the Project Lease, including collection of rentals for disbursement to the owners of the Bonds as provided in the Indenture, and to perform, insofar as it legally can, all acts otherwise required of the Issuer under the Site Lease and the Project Lease;

NOW, THEREFORE, in consideration of the acceptance by the Trustee of all of the duties of the Issuer under the Site Lease and the Project Lease, the Issuer, by authority of its governing body, does as of December 18, 2024 assign to the Trustee all of its right, title and interest in the Site Lease and the Project Lease for the purposes of (i) exercising the rights of the Issuer under the Site Lease and the Project Lease to the extent that such rights may be lawfully assigned by the Issuer and excepting only such rights which, in the context in which they appear in the Site Lease and the Project Lease, are capable of being exercised or performed only by the Issuer and (ii) performing and carrying out to the extent directed to do so in the Trust

Indenture the duties and obligations of the Issuer thereunder, to such extent, and subject to such exception.

This instrument and the rights and obligations created hereby are for the benefit of the owners from time to time of the Bonds. This instrument shall be null and void upon full payment of the Bonds and the expiration of the duties of the Trustee under the Trust Indenture.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, the City of Bel Aire, Kansas, has set its hand by its Mayor and attested by the City Clerk and has caused the corporate seal of the Issuer to be affixed hereto as of the day and year first above written.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

[SEAL]

Melissa Krehbiel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on December ____, 2024 by Jim Benage as Mayor and by Melissa Krehbiel as City Clerk of the City of Bel Aire, Kansas, a municipal corporation.

[SEAL]

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

ACKNOWLEDGMENT AND ACCEPTANCE

I, the undersigned, a duly authorized, qualified and acting trust officer of Security Bank of Kansas City, hereby acknowledge and accept, on behalf of the assignee, the above and foregoing Assignment of Site Lease and the Project Lease by the City of Bel Aire, Kansas (the “Issuer”) of all of its rights and interest in and to the Site Lease and the Project Lease dated as of December 1, 2024, between the Issuer, and Bayside Development LLC, as Tenant.

Security Bank of Kansas City
Kansas City, Kansas,
as Trustee

By: _____
Name: Bonnie Mosher
Title: Vice President

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the ____ day of December 2024, by Bonnie Mosher, Vice President and Trust Officer of Security Bank of Kansas City, a banking corporation or association organized under the laws of the United States of America or one of the states thereof.

[SEAL] _____
Notary Public

My Appointment Expires:

SCHEDULE I

(A) A leasehold interest in the following described real estate located in Sedgwick County, Kansas:

Lot 7, Block 1, Sunflower Commerce Park 3rd Addition, in the City of Bel Aire, Kansas,
Sedgwick County, Kansas

the real property constituting the “Real Property” as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the “Project” as referred to in both the Project Lease and the Trust Indenture.

CERTIFICATE OF ISSUANCE OF INDUSTRIAL REVENUE BONDS

The City of Bel Aire, Kansas issued its Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) dated December 18, 2024 in the principal amount not to exceed \$12,535,000, on the 18th day of December, 2024.

By: _____
Authorized Officer

VERIFICATION

Sarah O. Steele, of Gilmore & Bell, P.C., Wichita, Kansas, of lawful age, being first duly sworn upon oath, deposes and states:

By: _____
Sarah O. Steele

Notary Public

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TRUSTEE'S RECEIPT AND CLOSING CERTIFICATE

Not to Exceed \$12,535,000
City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds
Series 2024
(Bayside Development Project)

The undersigned, a duly authorized trust officer of Security Bank of Kansas City, Kansas City, Kansas (the "Trustee"), the trustee designated in a Trust Indenture dated as of December 1, 2024 (the "Indenture") between the City of Bel Aire, Kansas (the "Issuer") and the Trustee, which authorizes and secures the Issuer's Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) (the "Bonds"), hereby certifies on behalf of the Trustee:

(a) The Trustee hereby ratifies and confirms its acceptance of the duties specified for it in the Trust Indenture, the Site Lease and the Project Lease (the "Bond Documents") executed and delivered in connection with the issuance of the Bonds. Each of the Bond Documents to which the Trustee is a party have been duly executed and delivered on behalf of the Trustee by duly authorized officers of the Trustee and constitute valid and binding obligations of the Trustee, enforceable in accordance with their terms.

(b) The Trustee is a banking association or corporation duly organized under the banking laws of the United States of America or one of the states thereof and has full power and authority to act as trustee, paying agent and bond registrar as provided in the Trust Indenture and to discharge the duties imposed upon it by the Bond Documents.

(c) Pursuant to and in accordance with the provisions of the Trust Indenture and the written request and authorization of the Issuer, prior to the delivery of the Bonds, the Certificate of Authentication on the Bonds was signed on behalf of the Trustee by a duly authorized officer or signatory of the Trustee, who was at the time of the authentication of the Bonds and is at the date hereof a duly elected or appointed, qualified and acting officer or signatory of the Trustee, authorized to perform the acts described herein.

(d) The Trustee has delivered certificates representing the principal amount of the Bonds initially being issued pursuant to the Bond Agreement for the account of Bayside Development LLC, Wichita, Kansas, as Bondowner, as of the delivery of this certificate.

(e) The Trustee acknowledges receipt on behalf of the Issuer of Payment Orders equal to the purchase price of the Bonds and conformed copies of the Bond Documents and bond certificates representing the entire principal amount of Bonds issued.

(f) The Trustee deposited the net proceeds from the sale of the Bonds into the funds and accounts established under the Trust Indenture as provided in the Trust Indenture.

(g) The Trustee acknowledges receipt of each of the documents specified in the Trust Indenture which are required to be filed with the Trustee prior to or simultaneously with the delivery of the Bonds.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, the Trustee has caused this certificate to be executed by a duly authorized trust officer this 18th day of December, 2024.

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas
as Trustee

By: _____
Name: Bonnie Mosher
Title: Vice President

TENANT'S CLOSING CERTIFICATE

Not to Exceed \$12,535,000
City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds
Series 2024
(Bayside Development Project)

I, the undersigned, hereby certify that I am a duly qualified and acting Member of Bayside Development LLC, a Kansas limited liability company (the "Tenant"), and as such I am familiar with the books and records of the Tenant and have all authority necessary to execute this Certificate on behalf of the Tenant.

In connection with the issuance of not to exceed \$12,535,000 principal amount of Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) (the "Bonds"), by the City of Bel Aire, Kansas (the "Issuer"), I hereby further certify for and on behalf of the Tenant as follows:

1. CORPORATE ORGANIZATION AND AUTHORITY

1.1. **Due Organization.** The Tenant is a limited liability company, organized and in good standing under the laws of the State of Kansas and is in good standing and duly authorized and qualified to do business in the State of Kansas. A copy of the Certificate of Good Standing of the Tenant is attached hereto as *Exhibit E*.

1.2. **Articles of Organization and Operating Agreement.** The copy of the Articles of Organization of the Tenant attached hereto as *Exhibit A* is a true, complete and correct copy of the Articles of Organization, as amended to date, as certified by the Secretary of the State of Kansas, and the Articles of Incorporation have not been further amended and are in full force and effect as of the date hereof. The copy of the Operating Agreement of the Tenant attached hereto as *Exhibit B* is a true, complete and correct copy of the Operating Agreement, as amended to date, and the Operating Agreement has not been further amended and is in full force and effect as of the date hereof.

1.3. **Incumbency of Officer.** The person signing this certificate on the date hereof is a duly appointed, qualified and acting officer of the Tenant, is duly authorized to execute this certificate and the signature at the end of this certificate is his true and genuine signature.

2. PROCEEDINGS AND LEGAL DOCUMENTS

2.1. **Proceedings.** A true and correct copy of the resolution lawfully adopted by the Members of the Tenant in accordance with the laws of the Tenant's state of organization and its governing documents, attached hereto as *Exhibit C* (the "Resolution"), has been furnished to the Issuer to be included in the transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds; such proceedings of the Tenant have not been modified, amended or repealed and are in full force and effect as of the date hereof.

2.2. **Execution of Documents.** The following described documents (the "Tenant Documents") have been executed and delivered for and on behalf of the Tenant by its duly authorized Member pursuant to and in full compliance with the Resolution; the copies of the Tenant Documents to be included in the Transcript are true, complete and correct copies or counterparts as executed and delivered by the Tenant and are in substantially the same form and text as the copies of such documents which were presented before the Members of the Tenant and approved by the Resolution; the Tenant Documents have not been amended or

modified except with the approval of an authorized officer of the Tenant and the other parties thereto, and are in full force and effect as of the date hereof:

- (a) Site Lease dated as of December 1, 2024 (the "Site Lease"), between the Tenant, as lessor and the Issuer, as lessee.
- (b) Project Lease dated as of December 1, 2024 (the " Project Lease"), between the Issuer and the Tenant.
- (c) Bond Purchase Agreement dated as of December 18, 2024 (the "Bond Purchase Agreement"), among the Issuer, the Tenant and Bayside Development LLC, as Purchaser.
- (d) Origination Fee Agreement dated as of December 1, 2024, between the Issuer and the Tenant.

2.3. **Authorization of Documents.** The Tenant has duly authorized, by all necessary action, the execution, delivery and due performance of the Tenant Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the Tenant in order to carry out, give effect to and consummate the transactions contemplated by the Tenant Documents. The Tenant Documents, as executed and delivered, constitute legal, valid and binding obligations of the Tenant enforceable in accordance with their respective terms (except insofar as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles of general application affecting the rights and remedies of creditors and secured parties).

2.4. **Representations in the Tenant Documents.** Each of the representations of the Tenant set forth in the Tenant Documents is true, accurate and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Tenant under the Tenant Documents preceding the issuance of the Bonds have been complied with and performed.

2.5. **No Event of Default.** At the date of this Certificate, no Event of Default under the Tenant Documents has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, would constitute an Event of Default under the Tenant Documents.

2.6. **Designation of Authorized Tenant Representative.** The Tenant hereby designates the following person as the Authorized Tenant Representative for purposes of the Trust Indenture, the Site Lease and the Project Lease:

<u>Name</u>	<u>Title</u>
Michael Le	Member

3. **DESCRIPTION OF THE PROJECT AND USE OF BOND PROCEEDS**

3.1. **Location and Description of Project.** The proceeds of the Bonds are being used to (i) finance the costs of the Project (as defined in the Project Lease). The Project consists of the acquisition, construction and equipping of a commercial facility. The Project is located within the corporate limits of the Issuer,

3.2. **Sources and Uses of Funds.** The estimated sources of funds, including the proceeds of the Bonds and other available funds of the Tenant, and the expected application thereof, are as set forth on *Exhibit D* hereto.

4. **LEGAL MATTERS**

4.1. **No Litigation.** There is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, no litigation, proceeding, or investigation is pending or, to the knowledge of the officers of the Tenant signing this certificate, threatened, against the Tenant, its officers or property except (i) that arising in the normal course of the Tenant's business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the Tenant's management, will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the Tenant's management, materially adversely affect the Tenant's operations or condition, financial or otherwise.

4.2. **Title to the Project.** To the best of my knowledge, based on a title insurance policy, there is at present no defect in the title to the land on which the Project is constructed, or any other property described in the Trust Indenture, the Site Lease or the Project Lease, other than Permitted Encumbrances, if any (as defined in the Project Lease), which may materially interfere with or impair the operation of, or materially adversely affect the value of, the Project or prevent or limit the carrying out of the purposes for which the same is being used by the Tenant.

4.3. **Approvals.** All currently necessary approvals, whether legal or administrative, have been obtained from any applicable federal, state or local entity or agency required in connection with the operation of the Project by Tenant, as defined in the Project Lease.

4.4. **Compliance with Existing Covenants.** The Tenant is not in material default under nor violating in any material respect (i) any material provision of its Articles of Organization or Operating Agreement, or (ii) any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it is bound, or to which it or any of its assets is subject. Neither the execution and delivery of the Tenant Documents nor compliance with the terms, conditions and provisions thereof will conflict with or constitute a material default under, any of the foregoing.

4.5. **Legal Counsel.** For the purpose of rendering this Certificate, I have been counseled by the Tenant's legal counsel as to the purpose of the foregoing certifications and the meanings of the matters set forth in the foregoing certifications. I understand that the factual information and representations contained in this Certificate will be relied upon by the Issuer in the issuance of the Bonds.

5. **ENVIRONMENTAL MATTERS.**

5.1. **Permits.** All required federal, state and local permits concerning or related to environmental protection and regulation concerning the Tenant's operations have been secured and are current. Upon occupancy of the Project, Tenant will obtain any required permits for its operations to be conducted on and in the Project.

5.2. **Compliance with Applicable Permits, Laws and Regulations.** Tenant is and has been in full compliance with any such environmental permits, and any other requirements under all applicable Environmental Laws (as defined in the Project Lease).

5.3. No Pending Actions. There are no pending actions against Tenant under any Environmental Law, and Tenant has not received notice in any form of such an action, or of a possible action.

5.4. Releases of Hazardous Substances. Tenant has exercised diligence to determine whether there have been any past or current releases of hazardous substances on, over, under, at, from, into or onto the Project; it has not been able to discover any such releases, and has concluded that there are none. The terms "release" and "hazardous substance" are as understood under CERCLA and other applicable Environmental Laws.

5.5. Present Conditions. Tenant is not aware of any environmental condition, situation or incident on, at or concerning the Project which could give rise to an action against Tenant or to liability against Tenant under any Environmental Law or any common law theory of liability.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, I have signed this certificate for delivery concurrently with the issuance of the Bonds.

BAYSIDE DEVELOPMENT LLC

By: _____
Name: Michael Le
Title: Member

EXHIBIT A

ARTICLES OF ORGANIZATION

EXHIBIT B

OPERATING AGREEMENT

EXHIBIT C

RESOLUTION

EXHIBIT D

SOURCES AND USES OF FUNDS

Sources of Funds:

Principal Amount of the Bonds	\$12,535,000
Total	\$12,535,000

Uses of Funds:

Deposit to Improvement Fund	
Acquisition of Land	\$1,535,000
Construction	11,000,000
Equipment	0
Total	\$12,535,000

EXHIBIT E

CERTIFICATE OF GOOD STANDING

[FORM OF OPINION FOR TENANT'S COUNSEL]

(Counsel's Letterhead)

December 18, 2024

City of Bel Aire, Kansas
Bel Aire, Kansas

Bayside Development LLC
Wichita, Kansas

Security Bank of Kansas City
Kansas City, Kansas

Gilmore & Bell, P.C.
Wichita, Kansas

Re: Not to Exceed \$12,535,000
City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds, Series 2024
(Bayside Development Project)
(the "Bonds")

Ladies and Gentlemen:

We have acted as counsel for Bayside Development LLC (the "Tenant") in connection with the issuance of the Bonds and, in that connection, we have examined the originals or copies certified or otherwise identified to our satisfaction of:

- (a) Articles of Organization of the Tenant and Operating Agreement of the Tenant, all as amended to date;
- (b) a certificate of recent date of the Secretary of the State of Kansas relating to the legal existence and good standing of the Tenant in Kansas;
- (c) executed copies of the following documents (collectively, the "Tenant Documents"):
 - (i) a Trust Indenture dated as of December 1, 2024 (the "Indenture") between the City of Bel Aire, Kansas (the "Issuer") and Security Bank of Kansas City, Kansas City, Kansas, as bond trustee (the "Trustee");
 - (ii) a Site Lease dated as of December 1, 2024 between the Tenant, as lessor, and the Issuer, as lessee;
 - (iii) a Project Lease dated as of December 1, 2024 (the "Project Lease") between the Issuer, as lessor, and Tenant, as lessee;

(iv) an Origination Fee Agreement dated as of December 1, 2024 between the Tenant and the Issuer;

(v) a Bond Purchase Agreement dated as of December 18, 2024 (the "Bond Purchase Agreement") among the Issuer, the Tenant and Bayside Development LLC, Wichita, Kansas, as Original Purchaser;

(d) the proceedings of the Members of the Tenant, authorizing, among other things, the execution and delivery by the Tenant of the Tenant Documents;

(e) such other documents, instruments, certificates and records as we have considered necessary for purposes of this opinion.

For purposes of this opinion, we have assumed that each of the other parties to the Tenant Documents have all requisite power and authority and have taken all necessary action to execute and deliver the instruments to which it is a party and to effect the transactions contemplated thereby.

Based on the foregoing, we are of the opinion that:

1. Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Kansas, with powers adequate for carrying on the business now conducted by it and is qualified to do business and is in good standing under the laws of the State of Kansas.

2. The Tenant has full power and authority to execute and deliver the Tenant Documents and to perform its obligations thereunder; the Tenant Documents have been duly authorized, executed and delivered by the Tenant, and, subject to the qualification stated in the last paragraph of this opinion, each is a valid, legally binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

3. The execution and delivery of the Tenant Documents, and the performance by the Tenant of its obligations thereunder, do not and will not constitute a material default under, or conflict with or violate any material provisions of, the Tenant's Articles of Organization or Operating Agreement, both as amended to date, or applicable law, and do not and will not materially conflict with or violate or result in a material adverse effect on the Tenant under any indenture, mortgage, deed of trust, contract, agreement or other instrument to which it is a party, or any administrative regulation or court decree.

4. To our knowledge there is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, to our knowledge, there is no litigation, proceeding, or investigation pending or threatened against the Tenant, its officers or property except (i) that arising in the normal course of the Tenant's business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the Tenant's management, will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the Tenant's management, materially adversely affect the Tenant's operations or condition, financial or otherwise.

Our opinion that the Tenant Documents are enforceable in accordance with their terms is qualified to the extent that enforcement of the rights and remedies created by them is subject to bankruptcy, insolvency,

reorganization and similar laws of general application affecting the rights and remedies of creditors and secured parties, and that the availability of the remedy of specific enforcement or of injunctive relief is subject to the discretion of the court before which any proceedings therefor may be brought.

This opinion is delivered to you by us as counsel for the Tenant and is solely for your use and reliance in connection with the issuance and sale of the Bonds and may not be used or relied upon by any other person for any purpose without our prior written consent.

Very truly yours,

MEMBER RESOLUTION

BE IT RESOLVED BY THE MEMBERS OF BAYSIDE DEVELOPMENT LLC, A KANSAS LIMITED LIABILITY COMPANY, that the City of Bel Aire, Kansas (the "Issuer") shall issue its Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) in the aggregate principal amount not to exceed \$12,535,000 (the "Bonds") for the purpose of paying the costs of the acquisition, construction and equipping of a commercial facility (the "Project"); and further

BE IT RESOLVED that the Bonds shall be issued pursuant to a Trust Indenture between the Issuer and Security Bank of Kansas City (the "Trustee"); and further

BE IT RESOLVED that this company shall execute, enter into and perform a Site Lease (the "Site Lease"), between the Issuer, as lessee, and this company, as lessor, whereby upon the terms specified therein, this company shall lease to the Issuer the real property upon which the Project shall be constructed and installed; and further

BE IT RESOLVED that this company shall execute, enter into and perform a Project Lease (the "Project Lease") between the Issuer, as lessor, and this company, as lessee, whereby upon the terms specified therein, this company shall lease the Project from the Issuer; and further

BE IT RESOLVED that this company shall execute, enter into and perform a Bond Purchase Agreement (the "Bond Purchase Agreement") between this company and the Issuer; and further

BE IT RESOLVED that this company shall execute, enter into and perform an Origination Fee Agreement (the "Origination Agreement") between this company and the Issuer; and further

BE IT RESOLVED that any Member of this company be and is hereby authorized and directed to execute and deliver the Site Lease, Project Lease, Bond Purchase Agreement and the Origination Agreement (the "Transaction Documents") for and on behalf and as the act and deed of this company; and further

BE IT RESOLVED that any Member of this company be and is hereby authorized and directed to execute and deliver such certificates, documents or other instruments of conveyance, notices and other papers as may be reasonably necessary in connection with the Transaction Documents and with the issuance by the Issuer of the Bonds; and further

BE IT RESOLVED that any Member of this company and all of the employees and agents of the company, be and they are hereby authorized and directed to perform all such other acts and do such other things as may be reasonably required in connection with the Transaction Documents and the issuance of the Bonds, for and on behalf and as the act and deed of this company.

[Remainder of Page Intentionally Left Blank]

CERTIFICATE

I, the undersigned Member of Bayside Development LLC, hereby certify that the foregoing Resolutions are hereby lawfully adopted by the Members of Bayside Development LLC and the same are presently in full force and effect as of the _____ day of December, 2024.

BAYSIDE DEVELOPMENT LLC

By: _____

Name: Michael Le

Title: Member

[FORM OF OPINION FOR COUNSEL TO ISSUER]

December 18, 2024

Gilmore & Bell, P.C.
Wichita, Kansas

Bayside Development LLC
Wichita, Kansas

Governing Body
Bel Aire, Kansas

Re: Not to Exceed \$12,535,000
City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds
Series 2024
(Bayside Development Project)
(the "Bonds")

Ladies and Gentlemen:

I am City Attorney for the City of Bel Aire, Kansas (the "Issuer"), and acting as its counsel, I have advised the Issuer in connection with its Ordinance No. [_____] (the "Ordinance"); a Site Lease dated as of December 1, 2024, between the Issuer and Bayside Development LLC (the "Tenant"); a Project Lease dated as of December 1, 2024, between the Issuer and the Tenant; a Trust Indenture dated as of December 1, 2024 between the Issuer, and Security Bank of Kansas City, Kansas City, Kansas, as Trustee; a Bond Purchase Agreement among the Issuer, the Tenant and Bayside Development LLC, Wichita, Kansas, as Original Purchaser (collectively, the "Bond Documents") and other certificates and proceedings relating to the issuance by the Issuer of the Bonds and the execution and delivery by officials of the Issuer of the Bond Documents.

Acting as such City Attorney, I have become acquainted with the affairs of the Issuer pertaining to the Bonds, and I have examined such documents, certificates and records, and have made such investigations as I have deemed necessary in order to give the opinions expressed herein.

You are advised that, in my opinion:

1. The Issuer is a municipal corporation incorporated as a city of the second class, duly organized and existing under the laws of the State of Kansas.
2. The Issuer, acting through a majority of its governing body, did pass the Ordinance on December 3, 2024; it has been signed and published as required by law, and is now in full force and effect.

3. The Issuer has full power and authority to issue the Bonds and to execute and deliver the Bond Documents and all other documents reasonably necessary in connection with the transactions contemplated thereby, and the Bonds and the Bond Documents have been executed and delivered by the Issuer in the manner authorized by law and the Ordinance, enforceable in accordance with their terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, principal of equity or the exercise of judicial discretion.

4. To my actual knowledge, after reasonable investigation, the enactment of the Ordinance, and the execution, delivery and performance of the Bond Documents do not and will not conflict with or constitute on the part of the Issuer a breach or default under (i) any ordinance, agreement, indenture or instrument to which the Issuer is a party, or by which it or any of its property may be bound, or (ii) any regulation, decree or order of any court, agency or governmental body having jurisdiction over the Issuer or any of its property.

5. To my actual knowledge, after reasonable investigation, there is no litigation, proceeding or investigation pending in any court or before any administrative agency or body, or to the knowledge of the officials of the Issuer, threatened, (i) to restrain or enjoin the issuance or delivery of the Bonds, or the execution, delivery or performance by the Issuer of its obligations under the Bond Documents; (ii) in any way contesting or affecting the validity or enforceability of the Ordinance, the Bonds or the Bond Documents; (iii) contesting the powers of the Issuer to issue the Bonds or enter into the Bond Documents; (iv) challenging the acquisition, equipping or operation of the Project (as defined in the Bond Documents); or (v) affecting in any manner the organization of the Issuer or its status as an incorporated city of the State of Kansas.

No authority or proceeding for the issuance of the Bonds or the execution and delivery of the Bond Documents has been repealed, revoked or rescinded.

I have not been engaged nor have I undertaken to review the accuracy completeness or sufficiency of any offering material relating to the Bonds, except as to the information contained therein regarding the Issuer, and I otherwise express no opinion relating thereto.

No opinion is expressed regarding the includability in gross income for Federal income tax purposes, or the exemption from taxation under the laws of the State of Kansas, present or future, of the interest on the Bonds.

Very truly yours,

BOND PREPARATION CERTIFICATE

This will certify that the undersigned has caused to be prepared and delivered one (1) original Bond certificate in the aggregate principal amount not to exceed \$12,535,000 for the City of Bel Aire, Kansas Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) and one (1) sample Bond.

GILMORE & BELL, P.C.

By: _____

PURCHASER'S CERTIFICATE AND RECEIPT

Not to Exceed \$12,535,000
City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds
Series 2024
(Bayside Development Project)

Bayside Development LLC, (the "Purchaser"), hereby certifies that the Purchaser received from Security Bank of Kansas City, Kansas City, Kansas, as Trustee on behalf of the City of Bel Aire, Kansas (the "Issuer") a certificate representing the Issuer's Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project), in an aggregate principal amount not to exceed \$12,535,000, dated as of December 18, 2024. Issued by the Issuer and received by the Purchaser was one (1) Bond certificate in fully registered form, numbered R-1, initially registered as requested by the Purchaser. The Bonds will not be re-offered to the public.

The Bond certificate has been signed by the facsimile signature of the Mayor of the Issuer, attested by the facsimile signature of the City Clerk with the corporate seal of the Issuer affixed thereon, and has been authenticated by an authorized officer of the Trustee.

DATED December 18, 2024.

BAYSIDE DEVELOPMENT LLC

By: _____
Name: Michael Le
Title: Member

December 18, 2024

Governing Body
City of Bel Aire, Kansas

Bayside Development LLC
Wichita, Kansas

Security Bank of Kansas City
Kansas City, Kansas

Re: Not to Exceed \$12,535,000
City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds
Series 2024
(Bayside Development Project)

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Bel Aire, Kansas (the "Issuer") in connection with the issuance of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

The Bonds have been issued under K.S.A. 12-1740 *et seq.*, as amended (the "Act"), and a Trust Indenture (the "Indenture") dated as of December 1, 2024 between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer and Bayside Development LLC (the "Tenant") contained in the Site Lease and the Project Lease and certified proceedings and other certifications of the Issuer, the Tenant and others furnished to us, without undertaking to verify them by independent investigation.

We have also relied on the legal opinion of Foulston Siefkin, LLP, counsel to the Tenant, dated the date of this opinion, regarding certain matters, including (a) the status and due organization of the Tenant, (b) the power of the Tenant to enter into and perform its obligations under the Site Lease and the Project Lease, and (c) the due authorization, execution and delivery of the Site Lease and the Project Lease by the Tenant and the binding effect and enforceability of those documents against the Tenant.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Issuer is an incorporated city of the second class, duly organized and existing under the laws of the State of Kansas (the "State"), with lawful power and authority to issue the Bonds and to enter into and perform its obligations under the Indenture, the Site Lease and the Project Lease.
2. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding special, limited obligations of the Issuer.

3. The Bonds are payable solely from the Trust Estate under the Indenture. The Bonds do not constitute an indebtedness of the State or of any political subdivision of the State within the meaning of any constitutional or statutory provision or limitation and do not constitute a pledge of the full faith and credit of the State or of any political subdivision of the State. The issuance of the Bonds will not, directly, indirectly or contingently, obligate the State or any political subdivision of the State to levy any form of taxation or to make any appropriation for the payment of the Bonds.

4. The Indenture, the Site Lease and the Project Lease have been duly authorized, executed and delivered by the Issuer and are valid and legally binding agreements of the Issuer enforceable against the Issuer. The Indenture creates a valid lien on the Trust Estate pledged and assigned by the Issuer to the Trustee under the Indenture for the benefit and security of the owners of the Bonds, on a parity with other bonds, if any, issued or to be issued as Additional Bonds under the Indenture.

5. The interest on the Bonds is *not* excluded from gross income for federal income tax purposes under Section 103(a) of the Code. We express no other opinion as to any other federal tax law consequences pertaining to the Bonds.

6. The interest on the Bonds is exempt from income taxation by the State.

We express no opinion regarding (a) the accuracy, completeness or sufficiency of any offering material related to the Bonds, (b) the perfection or priority of the lien on the Trust Estate pledged under the Indenture, or (c) federal or state tax consequences arising with respect to the Bonds, other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture, the Site Lease and the Project Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

SOS/as

GILMORE & BELL, P.C.
10/28/2024

SITE LEASE

BY AND BETWEEN

BAYSIDE DEVELOPMENT LLC
As Lessor

AND

CITY OF BEL AIRE, KANSAS
As Issuer

DATED AS OF DECEMBER 1, 2024

SITE LEASE

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SITE LEASE

THIS SITE LEASE entered into as of December 1, 2024 between Bayside Development LLC, a Kansas limited liability company (the "Lessor"), and the City of Bel Aire, Kansas, a municipal corporation incorporated as a city of the second class under the laws of the State of Kansas (the "Issuer");

WITNESSETH:

WHEREAS, Lessor has requested that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) (the "Bonds") under and pursuant to K.S.A. 12-1740 *et seq.*, as amended (the "Act"), for the purpose of financing the acquisition, construction and equipping of a commercial facility (the "Improvements"), which Bonds shall be issued and secured under the provisions of an Ordinance duly enacted by the Issuer and a Trust Indenture dated as of December 1, 2024 (the "Trust Indenture") entered into between the Issuer and Security Bank of Kansas City, as Trustee (the "Trustee"); and

WHEREAS, the Improvements are to be constructed and installed on a tract of land (the "Real Property") more specifically described in *Schedule I* attached hereto, which property is owned by the Lessor; and

WHEREAS, the Project, consisting of the leasehold under this Site Lease and the Improvements located on the Real Property shall be leased by the Issuer to the Lessor, as Tenant, under and pursuant to a Lease dated as of December 1, 2024 (the "Project Lease"); and

WHEREAS, in consideration of the issuance of the Bonds by the Issuer and the execution and delivery by the Issuer of the Project Lease, the Lessor is willing to lease the Real Property to provide the Issuer a leasehold interest in the Real Property; and

WHEREAS, the Lessor will not take any action to disturb, alter, avoid or set aside the leasehold interest of the Issuer created under this Site Lease as long as the Bonds are outstanding;

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which consideration is hereby acknowledged, the Lessor and the Issuer agree as follows:

ARTICLE I

Section 1.1. Representation and Covenants of Lessor. The Lessor makes the following representations and covenants:

(a) It is a Kansas limited liability company duly authorized and qualified to do business in the state of Kansas (the "State"), with lawful power and authority to enter into this Site Lease, acting by and through a designated signatory.

(b) It (i) shall maintain its authority to do business in the State, and (ii) shall not initiate any proceedings to liquidate without providing written notice to the Issuer and Trustee.

(c) To the knowledge of the Lessor, neither the execution nor delivery of this Site Lease, the consummation of the transactions contemplated hereby or by the Trust Indenture, nor the fulfillment of or compliance with the terms and conditions of this Site Lease contravenes any provisions of its articles of organization and operating agreement, or conflicts with or results in a material breach of the terms, conditions

or provisions of any mortgage, debt, agreement, indenture or instrument to which it is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a default (without regard to any required notice or the passage of any period of time) under any of the foregoing or would result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of its property or assets under the terms of any mortgage, debt, agreement, indenture or instrument, or violates any existing law, administrative regulation or court order or consent decree to which it is subject.

(d) This Site Lease constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

Section 1.2. Representations and Covenants by the Issuer. The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the second class under the constitution and laws of the State. Under the provisions of the Act, the Issuer has the power to enter into and perform the transactions contemplated by this Site Lease and the Project Lease and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against its interest in, the Real Property, except for the pledge of its leasehold interest in the Real Property under this Site Lease to the payment of the Bonds.

(c) Except as otherwise provided herein or in the Trust Indenture, it will not during the Site Lease Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against its interest in the Real Property, except for the pledge of the Project pursuant to the Trust Indenture.

(d) It has duly authorized the execution and delivery of this Site Lease in connection with the execution and delivery of the Project Lease.

ARTICLE II

Section 2.1. Grant of Leasehold. Lessor, in consideration of the issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease, hereby rents, leases and lets unto the Issuer, and the Issuer hereby rents, leases and hires from Lessor, upon and subject to the terms and conditions hereinafter set forth, the Real Property for a term commencing as of the date of this Site Lease and ending on December 31, 2034 (or such earlier date as the principal of, redemption premium, if any, and interest on all Outstanding Bonds is paid in full) (the "Site Lease Term").

Section 2.2. Consideration. The issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease by the Issuer are the sole consideration to be received by the Lessor for the grant of this Site Lease. No cash rentals shall be payable hereunder.

Section 2.3. Impositions. Lessor, as Tenant under the Project Lease, shall bear, pay and discharge, before the delinquency thereof, any and all taxes and assessments, general and special, which may be lawfully levied or assessed against or in respect of the Real Property, or any part thereof, or any improvements at any time erected thereon, and all water and sewer charges, assessments (including special assessments) and other similar governmental charges whatsoever, foreseen or unforeseen, which if not paid when due would encumber the fee simple title to the Real Property ("Impositions"). In the event any Impositions may be

lawfully paid in installments, Lessor shall be required to pay only such installments thereof as become due and payable during the term of this Site Lease, as and when the same become due and payable.

Section 2.4. Contest of Impositions. Lessor, as Tenant under the Project Lease, shall have the right to contest the validity or amount of any Imposition by appropriate legal proceeding instituted at least ten days before the Imposition complained of becomes delinquent, on the condition that Lessor or its sublessee shall give Issuer written notice of its intention to do so and shall diligently prosecute any such contest, effectively stay or prevent official or judicial sale therefor, under execution or otherwise, and shall promptly pay any final judgment in forcing the Imposition so contested and thereafter secure record release or satisfaction thereof.

Section 2.5. Assignment and Sublease. Issuer covenants that it will not, without Lessor's written consent, unless required by law, ordinance or the terms of the Project Lease or the Trust Indenture, sell, assign, sublease or otherwise part with or encumber its interest in the Real Property at any time during the Site Lease Term, except that Issuer may sublease the Real Property to the Lessor as a part of property leased by the Issuer pursuant to the Project Lease.

Section 2.6. Use of Real Property. Except as may be stated to the contrary in this Site Lease, Issuer shall have no right or authority with respect to the Real Property except to lease the Real Property pursuant to the Project Lease for use as provided therein. The parties will comply with all federal, state and local laws, regulations and requirements as to the manner of use or the condition of the Real Property, or of adjoining public ways, now or hereafter applicable to the Real Property, and Issuer shall comply with the mandatory requirements of all insurers under policies required to be carried under the provisions of the Project Lease.

Section 2.7. Covenant Against Other Assignments. Neither party to this Site Lease shall assign or in any manner transfer its interest under this Site Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth herein, and, to the extent applicable, the Trust Indenture and the Project Lease.

ARTICLE III

Section 3.1. Improvements. Issuer shall have the right, from the proceeds of the Bonds, to construct on the Real Property, or in the air space above the Real Property, such building improvements as the Issuer from time to time may deem necessary or advisable in accordance with and subject to the provisions of the Project Lease.

Section 3.2. Mechanic's Liens. Neither party to the Site Lease shall permit or suffer anything to be done whereby the Real Property, or any part thereof, may be encumbered by any mechanic's or other similar lien. If any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the same shall be dealt with as provided in the Project Lease. Notice is hereby given that except to the extent payable from the proceeds of the Bonds issued concurrently with the execution and delivery of the Project Lease, the Issuer does not authorize or consent to the furnishing of any labor or materials to the Real Property and it shall not be liable for them.

Section 3.3. Contest of Liens. In the event any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the Issuer or the Lessor may contest such lien in the manner and as provided in the Project Lease.

ARTICLE IV

Section 4.1. Indemnity. The Lessor shall indemnify the Issuer from any and all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed, to property or persons occurring or allegedly occurring in, on or about the Project during the term hereof; provided, however, the indemnity described in this section shall be subject in all respects to the provisions of the Project Lease.

Section 4.2. Access to Real Property. The Issuer, for itself and its duly authorized representatives and agents, including the Tenant under the Project Lease and the Trustee under the Trust Indenture, shall have the right to enter the Real Property at any reasonable time throughout the term of this Site Lease for the purposes of performing any work made necessary by reason of any Event of Default under the Project Lease, and, while an Event of Default (as defined therein) is continuing under the Project Lease, for the purpose of exhibiting the Real Property and the improvements constructed thereon to prospective purchasers, lessees or mortgagees.

ARTICLE V

Section 5.1. Non-Disturbance of Leasehold Interest. Lessor and the Issuer each covenant and agree with one another, that as long as the Issuer, its sublessee, their successors or assigns, shall continue to perform all obligations provided for in this Site Lease, including the discharge of all obligations and covenants hereunder, the Issuer, its assignee or sublessee shall have a leasehold interest in the Real Property, notwithstanding the occurrence of any Event of Default under the Project Lease until this Site Lease is terminated according to its terms.

Section 5.2. Release of Leasehold Interest. Upon cancellation or termination of this Site Lease, the Issuer shall release its leasehold interest in the Real Property to Lessor as provided in the Project Lease.

Section 5.3. Notices. All notices required to be given hereunder shall be given to the notice representative designated for each of the parties in the Project Lease. To be effective, notices required or desired to be given hereunder shall be given in the manner provided in the Project Lease.

Section 5.4. Rights and Remedies. The rights and remedies reserved by the parties hereto, their successors and assigns and those provided by law shall be construed as cumulative and continuing rights and remedies.

Section 5.5. Waiver. No waiver of any breach of any covenant or agreement contained in this Site Lease shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in the event of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any performance without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any other default.

ARTICLE VI

Section 6.1. Purpose of Site Lease. The parties acknowledge and agree that this Site Lease is executed and delivered concurrently with the execution and delivery of the Project Lease and the other

documents and agreements executed in connection therewith and as a condition precedent thereto, and that the Trustee and the owners of the Bonds shall be deemed to be third party beneficiaries.

Section 6.2. Limitation of Liability. The liability of Issuer under this Site Lease for any payments to be made to or for the account of Lessor is specifically limited, such that the Issuer shall have no liability beyond the value of the Real Property, the Project, or the rentals and receipts to be received by the Issuer under the Project Lease.

Section 6.3. Amendments. This Site Lease may be amended or modified in the manner prescribed in the Project Lease with respect to amendments thereto.

ARTICLE VII

Section 7.1. Construction and Enforcement. This Site Lease shall be construed and enforced in accordance with the laws of the State of Kansas. The provisions of this Site Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Project Lease. Words and terms used herein shall have the meanings set forth in the Project Lease if not expressly defined in this Site Lease.

Section 7.2. Partial Invalidity. If for any reason any provision hereof shall be termed to be invalid or unenforceable, such partial invalidity shall not affect the remainder of the provisions hereof.

Section 7.3. Binding Effect. The covenants, agreements and conditions herein shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

Section 7.4. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Site Lease or as affecting the true meanings of the provisions hereof.

Section 7.5. Execution of Counterparts; Electronic Transactions. This Site Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

BAYSIDE DEVELOPMENT LLC

By: _____
Name: Michael Le
Title: Member

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of December, 2024 by Michael Le, Member of Bayside Development LLC, a Kansas limited liability company.

(SEAL)

Notary Public

My Appointment Expires:

"LESSOR"

CITY OF BEL AIRE, KANSAS

By: _____
Jim Benage, Mayor

(SEAL)

ATTEST:

Melissa Krehbiel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of December, 2024 by Jim Benage, Mayor of the City of Bel Aire, Kansas.

(SEAL)

Notary Public

My Appointment Expires:

"ISSUER"

SCHEDULE I

SCHEDULE I TO THE SITE LEASE DATED AS OF DECEMBER 1, 2024, BETWEEN
BAYSIDE DEVELOPMENT LLC AND THE CITY OF BEL AIRE, KANSAS

PROPERTY SUBJECT TO LEASE

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

Lot 7, Block 1, Sunflower Commerce Park 3rd Addition, in the City of Bel Aire, Kansas,
Sedgwick County, Kansas

the real property constituting the “Real Property” as referred to in the Site Lease, subject to Permitted
Encumbrances.

STAFF REPORT

DATE: 11/25/24
 TO: City Council
 FROM: Ted Henry, City Manager
 SUB: Eagle Lake Park Improvements

**SUMMARY**

The 2024 General Fund Budget allocated \$150,000 for playground and safety surface improvements at Eagle Lake Park. On November 18, 2024, staff issued a Request for Proposals (RFP) for the project. By November 22, 2024, four reputable vendors had submitted their proposals. On November 25, 2024, staff reviewed and evaluated each response, considering factors such as price, product quality, past experience, references, and delivery timelines. A scoring matrix has been provided below.

Company	Budget	Bid
VersaSport	\$150,000	\$126,308
Fry	\$150,000	\$161,156
Athco	\$150,000	\$185,270
Crouch	\$150,000	\$185,664

SCORING MATRIX

Company	Price	Quality of Product	Experience/References	Total Score (max 30)	Delivery	Other
VersaSport	10	8	10	28	17 weeks	no sub-contractors, local company
Fry	9	8	7	24	14 weeks	RFP Incomplete
Athco	8	10	9	26	24 weeks	
Crouch	8	10	5	23	12 weeks	"VersaSport will be doing installation"

RECOMMENDATION:

Staff recommends awarding the contract for the installation of new playground equipment and safety surface at Eagle Lake Park to VersaSport. VersaSport submitted the lowest bid at \$126,308, and their extensive experience and positive references within the Wichita area make them the preferred vendor. Fry and Crouch presented incomplete proposals, and although Athco provided a high-quality submission, their bid was not competitive due to the significant price difference.

VOLLEYBALL COURT DISCUSSION:

We would like to discuss the future of the volleyball court.

Option 1: Marty has indicated that his staff is fully capable of relocating the volleyball court to a more desirable location within Eagle Lake Park. Marty will coordinate this move with the selected contractor.

Option 2: We could remove the volleyball court and decide on a replacement after the playground project is completed. This would allow time for residents in the area to provide input on whether they feel the court is needed or wanted.

CITY OF BEL AIRE, KANSAS
Request for Proposal for
Eagle Lake Park Playground Improvements



Publication Date:
November 4, 2024



Proposal Deadline:
November 18, 2024

Overview

The City of Bel Aire is accepting bids for renovation of an existing playground at Eagle Lake Park, new play equipment, safety surface, that may require some grading and drainage improvements.

Contractors submitting a proposal should review the procurement requirements listed. Specifically, the selected contractor will be required to:

- Provide project costs for crews and equipment, anticipated mobilization time, and anticipated project completion time.
- Responsibility for providing all materials and equipment necessary for fabrication, construction, and/or installation of this project.
- Properly dispose of all waste generated from the project.
- No work shall be done after 5:30 PM or before 7:00 AM, nor at any time on Saturday, Sunday, or holidays, except with the written permission of the city or in case of an emergency.

PROPOSAL SUBMITTAL

Proposal responses shall be submitted on the Proposal Submission Form. All costs are to be final.

Questions from contractors shall be accepted by the Director of Recreation – Brian Hayes via email or phone. Emails shall be submitted to bhayes@belaireks.gov or by phone 316-744-2451 ext. 301.

Completed proposals Bids shall be submitted to mkrehbiel@belairks.gov no later than 5:00 p.m. on November 22, 2024. The City reserves the right to reject all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the City's sole discretion. Submitting your proposal indicates your acceptance of all the additional terms and conditions attached in Exhibit A.

GENERAL SCOPE OF SERVICE

1. Renovation of existing playground. Remove old play equipment, remove sand play surface, install new safety surface, install new play equipment. See picture and specifications below.



<p>Equipment</p> <ul style="list-style-type: none">Existing swing set and perimeter sidewalk will remainRemove & dispose of existing post & platform playset structurePlayset Replacement<ul style="list-style-type: none">2-12 age group2 shaded towers10+ activities50+ capacityFall height 6'3.5" post sizeSteel elements: polyester powder coated1 Spring Rider<ul style="list-style-type: none">2-12-year age range1 person capacityStanding Spinner<ul style="list-style-type: none">5-12-year age range1-2-person capacityTandem Swing<ul style="list-style-type: none">2-person capacity (adult/child)to be installed on existing swing setIPEMA certifiedFreight, Installation, and Warranty	<p>Safety Surface</p> <ul style="list-style-type: none">Existing perimeter sidewalk will remainRemove & dispose of existing sandSynthetic Turf<ul style="list-style-type: none">1988 sf for 6' fall height & 1954 sf for 10' fall heightsub surface drainageproper sub surface components for fall heightsenvirofill or equivalent infill materialIPEMA certifiedFreightInstallationWarranty
--	---

MINIMUM INSURANCE AND BONDING REQUIREMENTS

Contract awards shall be made only to contractors that possess the ability to perform successfully under the terms and conditions of a proposed procurement. Contracts awarded shall include the following guarantee:

A performance bond on the part of the contractor for 100% of the contract price for any contract exceeding the sum of \$100,000.

All construction contractors and subcontractors are to carry Workman's Compensation Insurance for all employees who work on the premises, as well as:

- a. Manufacturers and Contractor's Public Liability Insurance as appropriate for the project (Minimum requirement - \$1,000,000)
- b. Property Damage Insurance to protect them from claims for property damage. (Minimum requirement - \$1,000,000)
- b. Any and all additional insurance required by the laws of the State of Kansas.

All proof of insurance and bond documents shall be provided to the City Clerk prior to Contractor beginning work on any City project.

INSTRUCTIONS TO BIDDERS

1. A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder to provide the work specified in the Request for Bids for the compensation specified.
2. Bids shall be clearly marked with the work name, contact person, mailing address, and telephone number of the Bidder.
3. It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the City's possession by or before the time and date designated in the Request for Bids. Bids will not be accepted after the designated time and date.
4. If a mistake is made or discovered during or after the Bid review, the City reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the City, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid, and the contract and attached documents (the "Contract Documents"). Bidders shall notify the City immediately of any errors or omissions that are encountered.
5. The City shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-bid conferences, or interviews.

6. Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The City is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
7. The following information shall be submitted with the Bid:
 - a) The names of staff personnel who will be assigned to the work.
 - b) A proposed scope of work and schedule, including any alternatives that can be identified.
 - c) The Bidder is expected to review the work site prior to submittal of the Bid.
 - d) The names of any subcontractors who will be retained for the work.
 - e) A list of the Bidder's previous experience on similar projects.
8. At least five (5) business days prior to the commencement of the contract, the Contract Manager or his appointee will confer with the Contractor and review the total specification requirements and scheduling proposed by the Contractor.
9. The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; and (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the contract, the site and conditions of delivery, and other applicable law.
10. The contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Bid Request and these Instructions to Bidders. The City reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The City does not base its award on prices alone. Also to be considered are: quality of product; past experience with the Bidder; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.
11. The City reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the City that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
12. The City reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false,

or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the City further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.

13. No Bid shall include federal excise taxes or state or local sales or use taxes.
14. Any Bid received as a result of this request is prepared at the Bidder’s expense and becomes City property and is therefore a public record upon opening by the City.

CONTACT INFORMATION

Director of Recreation
Brian Hayes
Office: 316-744-2451 x301
5251 E. 48th St. N, 67220
Email: bhayes@belaireks.gov

SCHEDULE

The following is a projected and tentative schedule of events:

Date	Event
Nov 4, 2024	RFP issued
Nov 18, 2024, 5 p.m.	Final day responses to questions will be provided
Nov 22, 2024, 5 p.m.	Proposals due
Dec 3, 2024, 7 p.m.	Bid/Proposal selected at City Council meeting

PROPOSAL SUBMISSION FORM

City of Bel Aire – Eagle Lake Park Playground Improvements

1. COMPANY NAME _____

2. ADDRESS (Home Office) _____

3. TELEPHONE NUMBER (office) _____ (cell) _____

4. NUMBER OF FULL-TIME EMPLOYEES _____

5. OWNERSHIP

_____ Sole Proprietor

_____ Other – Please Specify

_____ Limited Partnership

PROPOSAL PRICES

Eagle Lake Park Playground Improvements		
ITEM A – Removal and Disposal	QTY	AMOUNT
A1: Remove and dispose of existing playset	1	
A2: Remove and dispose of existing sand	1	
A3: Remove and replace existing swing set	1	
ITEM B – Materials/Installation		
B1: Playset and installation	1	
B2: Spring Rider (5-12 yr age range and 1 person capacity)	1	
B3: Standing Spinner (5-12 yr age range and 1 person capacity)	1	
B4: Tandem Swing (2-person capacity for adult/child) and installation	1	
B5: Synthetic turf and installation	1	
TOTAL PRICE	\$	

Signature of Authorized Representative

Date

Name/Title of Authorized Representative

EXHIBIT A - CITY OF BEL AIRE, KANSAS
TERMS AND CONDITIONS

The attached Purchase Order/Quotation/Proposal, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Vendor named on the Purchase Order/Quotation/Proposal.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation/Proposal shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation/Proposal have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Vendor of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Vendor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Vendor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation/Proposal and approved by the City's Governing Body.
8. The City and vendor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.
9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.

10. The City shall not hold harmless or indemnify the Vendor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Vendor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Vendor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Vendor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Vendor shall be in default of this Contract in the event that Vendor (i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by vendor for the purpose of accomplishing any of the above actions.
16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation/Proposal, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Vendor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Vendor must notify City immediately. Upon Vendor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

18. Vendor must immediately notify City of any safety recall notices of products, goods and services Vendor has provided to City. In addition, Vendor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the vendor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Vendor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or vendor.
 - e. Exempted from these requirements are:
 - (1) Any vendor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any vendor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Vendors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the vendor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the vendor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

Date: November 15, 2024

RE: PROPOSAL FOR – City of Bel Aire - Eagle Lake Park Playground Improvements

Thank you for the opportunity to provide our proposal for Eagle Lake Park Playground Improvements. Included is a playground design, product information, estimated price for the improvements outlined in the Request for Proposal and information about our company and experience.

We know that the neighboring community is looking forward to the improvements and a timely installation is important.

- Lead time on acquiring play equipment from the manufacturer is commonly 12-14 weeks from the time of ordering.
- We estimate that it will take 2 to 3 weeks to do demo and improvement on the presented plan. This is dependent on weather and material availability.
- Installation is not seasonal dependent. Once materials are acquired work can begin.

Safety is very important. The work area will be surrounded by security fencing and waste materials disposed of.

Progression

- Site secured
- Demo and removal
- Subsurface drainage installed
- Install equipment
- Install safety surface
- Clean up and punch list

Construction Staff – Project Supervisors and Foremen

Lee Engler – Project Manager
Brandon Culp – Construction Manager
Morgan Kessler – Construction Foreman or
Matt Allen – Construction Foreman or
Brent Carleton – Construction Forman

VersaSport LLC will be your equipment representative, construction manager and installer on this project. No subcontractors will be used for construction. 3% Performance Bond expense is included as an additional line item in the Proposal Submission Form.

We have designed and installed many playground projects and appreciate the opportunity to present this design and proposal. If you should have any questions or would like further clarification of our proposal, please do not hesitate to contact me directly.

Thank you.

Lee Engler
Project Manager
VersaSport LLC
lee@versasportks.com
316.259.8974

c: 316.259.8974 p: 316.396.0112 www.versasportks.com
4957 N. Ridge Road. Wichita, Kansas 67205

VERSASPORT LLC

LIST OF REFERENCES

AND PLAYGROUND PROJECTS

Saint Thomas Aquinas Catholic Church

Wichita, Kansas 67206
 Contact: Stephanie Warren
 Email: swarren@stthomaswichita.com
 Telephone: (316) 684-9201
 Project: Playground equipment and safety surface
 Completed: October 2024

Southern Ridge HOA

Wichita, Kansas 67215
 Contact: Ryan Gabehart
 Email: rjg@sptarchitecture.com
 Telephone: (620) 200-1361
 Project: Playground equipment and installation
 Completed: October 2024

Glendell Park

Edgerton, Kansas 66021
 Contact: Francisco Chavez – CM Concrete
 Email: cmconcreteks@gmail.com
 Telephone: (816) 405-3414
 Project: Playground equipment and installation
 Completed: September 2024

Cherry Street Park

City of Winfield, Kansas 67156
 Contact: Taggart Wall
 Email: twall@winfieldks.com
 Telephone: 620-221-5504
 Project: Playground equipment and safety surfacing
 Completed: June 2024

Apollo Elementary School

16158 Apollo Street
 Goddard, Kansas 67052
 Contact: Connor Christensen, Principal
 Email: cchristensen@goddardusd.com
 Telephone: 316.794-4090
 Project: Replace tile safety surface and add play equipment.
 Completed June 2024

Great Bend USD 428 – Little Panthers

Great Bend, Kansas 67156
 Contact: Heather Gigax – McCownGordon Construction
 Email: hgigax@mccowngordon.com
 Telephone: 316-303-7759
 Project: Playground equipment and safety surfacing
 Completed: May 2024

Conchran Park

1600 Manning street
 City of Winfield, Kansas 67156
 Contact: Taggart Wall
 Email: twall@winfieldks.com
 Telephone: 620-221-5504
 Project: Playground equipment and safety surfacing
 Completed: September 2023

Aley Park Playground Expansion, City of Wichita, Parks & Recreation

1803 S. Seneca, Wichita Kansas 67213
 Contact: Bret Russell
 Email: Brussell@wichita.gov
 Telephone: 316.253.7424
 Project: Design playground, provide and install playground equipment, install concrete for safety surfacing
 Completed: May 2023

Envision Playground

610 N. Main Street, Wichita Kansas 67203
 Contact: Teresa Houston
 Email: Teresa.houston@envisionus.com
 Telephone: 316.440.1632
 Project: Design playground, provide and install playground equipment, install synthetic turf safety surfacing
 Completed: March 2023

Child Start, Inc – Various Facilities

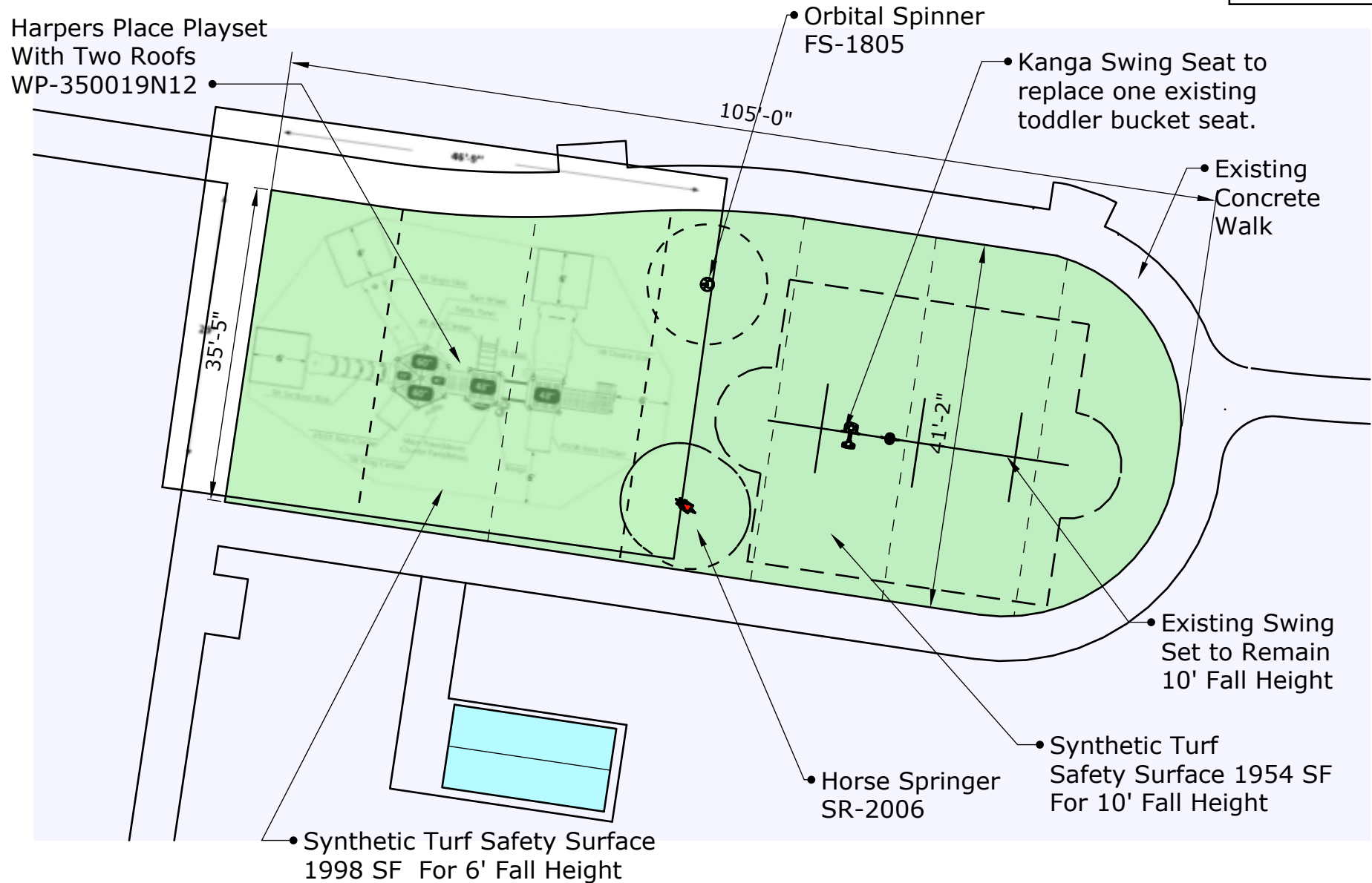
Contact: Vicki Berberick, Site Operations Manager
 Email: vberberick@childstart.org
 Telephone: 316.682.1853
 Improvements: Concrete tricycle track, Play equipment, Shade Structures, Safety Surface.
 Facilities: West Village, Harper County, Park Lane, Augusta, Eldorado, The Mount, Shirley Mayes
 Completed: March 23, 2018 to present.

Boston Park Playground, City of Wichita, Parks & Recreation

6655 E. Zimmerly Street, Wichita, KS 67207
 Contact: Larry Hoetmer, Landscape Architect
 Email: lhoetmer@wichita.gov
 Telephone: 316.268.4179
 Project: Re-locate existing equipment, design playground and install pavement and playground equipment.
 Completed: July 2020

Meadowbrook Destination Playground Johnson County

9101 Nall Ave, Prairie Village, Kansas 66208
 Site Contact: Jim Wilson, Landscape Architect 913-826-3426
 Project Manager: Daniel Fabian, Kompan 737-701-5843
 Project: New playground including equipment, concrete border/sidewalk, poured-in-place rubber and synthetic turf safety surface
 Completed: June 2019



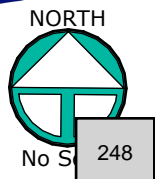
Eagle Lake Park

Brian Hayes
City of Bel Aire Recreation
4220 N Westlake Drive
Bel Aire, Kansas 67220

Playground Concept - Synthetic Turf

Drawn By: Lee Engler Date: November 11, 2024

VersaSport
VersaSport LLC
316.259.8974



PRINCIPALS OF VERSASPORT

R. Lance Pierce
Mechanical Engineer, Co-Owner
Wichita, KS

G. Brent Carleton
Mechanical Engineer, Co-Owner
Minority Status
Wichita, KS

Brandon Culp, Co-Owner
Construction Engineer
CSPI
Wichita, KS

Lee Engler
Designer/ CPSI
Customer Service/Project Manager
Sales Representative for KOMPAN Equipment
Wichita, KS





R. Lance Pierce

6801 N. Meridian
Wichita, KS 67204
(316) 393-0487

lpierce@versasport.com

EDUCATION:

Bachelor of Mechanical Engineering

Wichita State University, Wichita, KS

Graduated December 1984

WORK HISTORY:

Junior Engineer – January 1985 to May 1986

Marmac Engineering, Anaheim, CA

- ⤴ CAD design of All American Pipeline Project
- ⤴ Field supervisor on the pipeline

Engineer – July 1986 to July 1988

Chance Manufacturing, Wichita, KS

- ⤴ Designed amusement rides and trolleys

Engineer – July 1988 to December 1992

Kreonite, Inc., Wichita, KS

- ⤴ Designed commercial photographic processors
- ⤴ Offered on-site assistance to customers

Design Engineer – December 1992 to January 1998

Boeing, Wichita, KS

- ⤴ Designed various commercial airplane projects
- ⤴ Participated in specialized CAD training

Business Owner – January 1998 to present

VersaSport of Kansas, Inc., Wichita, KS

- ⤴ Design, estimate and construct various recreational amenities including synthetic turf surfaces of all types, multi-sport tile courts, and tennis court resurfacing
- ⤴ Sell and install residential play equipment, basketball goals, trampolines, fencing, lighting
- ⤴ Design layout, sell and install KOMPAN commercial playground equipment
- ⤴ Calculate and install various types of safety surfacing

National Recreation and Park Association

Let it be known that

BRANDON CULP

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector



CHAIRPERSON



NRPA PRESIDENT AND CEO



Certified
Playground
Safety Inspector

March 03, 2022

DATE CERTIFIED

53723-425

CERTIFICATION NUMBER

April 01, 2025

EXPIRATION DATE



NATIONAL RECREATION
AND PARK ASSOCIATION

National Recreation and Park Association

Let it be known that

LEE ENGLER

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a



**Certified
Playground
Safety Inspector**

CHAIRPERSON

NRPA PRESIDENT AND CEO

October 31, 2019

DATE CERTIFIED

47473-1122

CERTIFICATION NUMBER

November 01, 2022

EXPIRATION DATE



Horse Spring Rider



Description

Product Info

Age Range: 2-12

Capacity: 1

Safety Zone: 16' x 16'

Equipment Dimensions: 2'-8" x 1'-0" x H 2'-10"

Kanga Swing Seat



Description

Introducing the Kanga Swing, the perfect way for adults and children to share the joy of swinging—together! With its innovative design, the Kanga Swing allows an adult and child to swing face-to-face, creating unforgettable moments of fun and connection. The adult swings comfortably on a traditional belt swing, while the child enjoys a secure, molded seat that offers additional support for a safe and cozy ride.

This swing works great with our [3.5" Swing Frame](#), [5" Swing Frame](#), [Single Post Swing Frame](#), and [Single Post with Accessory Arm](#).

Custom Colors: Changing colors is a little more involved on this model. If you're interested in changing any colors on this, please [contact us](#).

Orbital Spinner



Description

Structure Info

Age Range: 5-12

Capacity: 1

Safety Zone: 16' x 16'

Equipment Dimensions: 1'-6" x 1'-6" x H 4'-8"

GENERAL PRODUCT SPECIFICATIONS

Galvanized Steel Tubing Mechanical Properties:

- Yield Strength (min): 49,500 PSI
- Tensile Strength (min): 57,500 PSI
- 25% Elongation in 2 inches

Vertical Post:

- 5" Series 11 gage galvanized steel
- 4.5" Series 13 gage galvanized steel
- 3.5" Series 13 gage galvanized steel
- 4" x 4" composite post with aluminum inter core

Galvanized Steel Tubing:

- 3.125" O.D. 13 gage
- 2.375" O.D. 13 gage
- 1.9" O.D. 13 gage
- 1.25" O.D. 14 gage
- 1.1" O.D. 16 gage
- Formed and fabricated into required components
- Finished as specified
- Complies with ASTM standards: A-500/A-513

Rotationally Molded Plastics:

- Low density polyethylene with UV-stabilized color
- Tensile strength is 2,500 PSI as defined by ASTM D-638
- Minimum wall thickness is 0.25"

Blow Molded Plastics:

- High-density polyethylene with UV-stabilized color
- Nominal wall thickness is 0.2"



GENERAL PRODUCT SPECIFICATIONS

HDPE Panels:

- 1/4", 1/2", and 3/4" high density polyethylene sheeting
- Solid and two color sheeting
- Tested in accordance with ASTM D1928 Procedure C
- Density per ASTM D1505
- Melt Index per ASTM D1238
- Tensile Strength and Ultimate Elongation per ASTM D638 Type 4
- Brittleness temperature per ASTM D746
- Flexural modulus per ASTM D790
- Coefficient of linear thermal expansion per ASTM E831
- Textured, matte finish
- UV stabilized

Plastisol Coated Products:

- 12 gage steel core
- 50,000 psi yield strength (ASTM E-8)
- 55,000 psi tensile strength (ASTM E-8)
- Nominal thickness of 0.080"
- Self-extinguishing
- Meets or exceeds automotive specifications NVSS302
- UV inhibitors to prolong life of the coating
- Meets or exceeds the heavy metal requirements of the CPSIA Act of 2008

Powder Coating:

- Shall be a minimum of 8 mills thick
- Electrostatically applied
- TGIC polyester powder baked on at 400 degrees
- Free of sharp edges and excess weld splatter
- Cleaned in an iron phosphate wash
- Resistant to salt spray (ASTM B-117)
- Resistant to humidity (ASTM D-2247)
- Lead free



GENERAL PRODUCT SPECIFICATIONS

Clamps:

- All clamping devices shall be Die Cast
- Material shall be high-strength aluminum alloy
- All clamps shall be double banded for highest clamping pressure
- All deck clamps shall be factory installed
- Powder coated to match vertical post as specified

Hardware:

- All required hardware shall be included in shipment
- All Fasteners are Stainless Steel
- Stainless Steel Grade 304
- Tamper-resistant button head TORX on principle connections
- Special tools shall be supplied in shipment
- Resistant to rust & corrosion

Installation Instructions:

- Descriptive instructions shall be provided
- Instructions shall include maintenance recommendations
- Instructions shall include full color 3D illustrations
- Instructions shall include top view details
- Instructions shall include footing details



PRODUCT WARRANTY

One Hundred (100) Year Limited Warranty

- On all aluminum and steel upright posts, post caps, and clamps against structural failure due to deterioration, corrosion, or workmanship
- On hardware against structural failure due to deterioration, corrosion, or workmanship

Fifteen (15) Year Limited Warranty

- On all rails, rungs, rigid climbers, loops, and decks against structural failure due to deterioration, corrosion, or workmanship
- On all HDPE and roto-molded plastic components against structural failure due to materials or workmanship

Three (3) Year Limited Warranty

- On all blow-molded plastic components against structural failure due to materials or workmanship

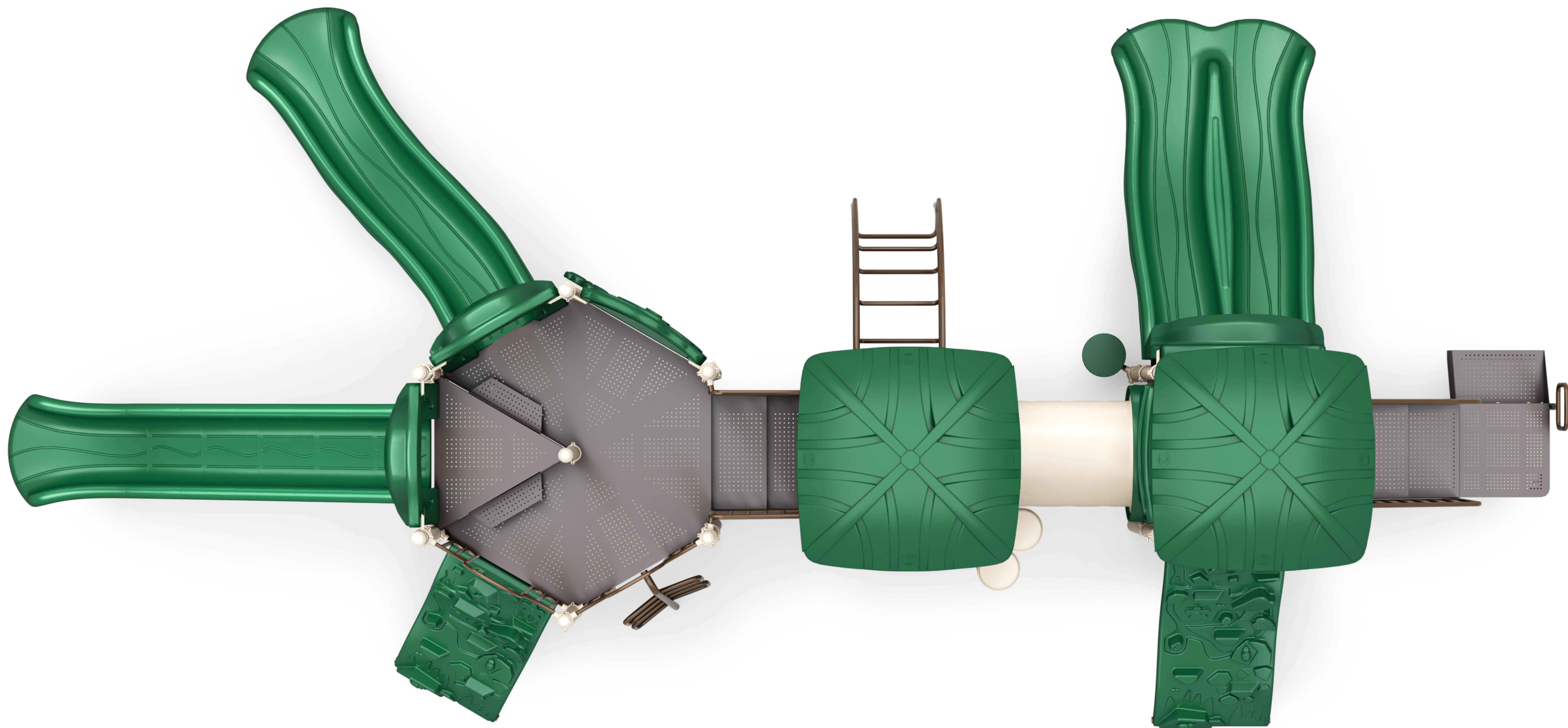
One Year (1) Limited Warranty

- On all moving parts against structural failure due to materials or workmanship
- KidsTale warrants to its original customer for as long as the original customer owns the product and uses the product with normal use and installation in accordance with published specifications to be free from defects in materials and workmanship
- This warranty does not cover damages from misuse, vandalism, modified parts, or damages such as dents, scratches, fading/weathering, and normal wear and tear
- Warranty claims must be filed within the applicable warranty period. Warranty parts will be shipped free of charge to the original destination. Warranty does not include the cost of labor for the part replacement. Replacement parts carry the applicable warranty from the date of shipment of the replacement part

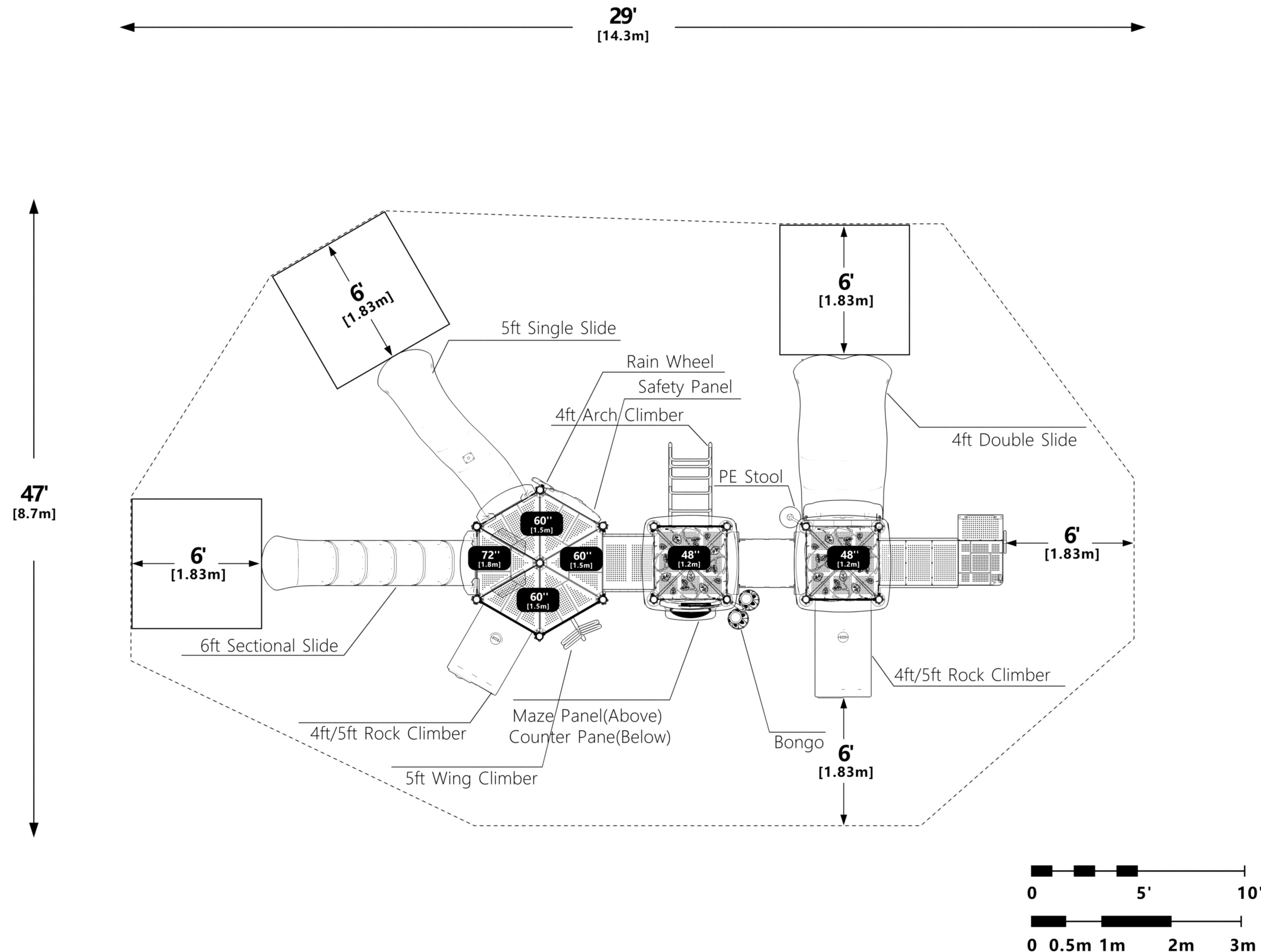








TOP VIEW



WISDOM PLAYGROUNDS

WWW.WISDOMPLAYGROUNDS.COM

PROJECT NAME

DESIGN NO:
WP-350019N12

DATE:

EQUIPMENT SIZE:
17'x34'-9"x15'-7"
[10.6m x 6.8m x 4.8m]

USE ZONE:
29'x47'
[14.3m x 8.7m]

PERIMETER:
128 Ft.
[38.5m]

SURFACE AREA:
1109 SqFt
[52.7 m²]

FALL HEIGHT:
48"
[1.2m]

AGE GROUP:
2-12

USER CAPACITY:
66-70

Compliance:
This play structure has been designed to meet the safety requirements established in:

- 2010 ADA Standard
- ASTM F1487-21
- CPSC Pub #325

when the play structure is installed over a properly maintained surfacing material which is in compliance with

- ASTM F292
- ASTM F1951

and is appropriate for the highest designated play surface of the structure.

Maintenance Guidelines

A consistent and thorough maintenance plan for each playground and independent play unit is the most effective way to keep your playground safe. Train the right people to oversee maintenance schedules and conduct inspections. We recommend the playground safety course offered by the National Recreation and Parks Association. With the successful completion of the course, a participant will earn the Certified Playground Safety Inspector (CPSI) certification, which is good for three years.

Maintenance

Maintenance reviews should be carried out in a systematic manner by trained personnel familiar with the playground area, such as maintenance workers, playground supervisors, etc. Any damaged or worn parts or any other hazards identified during a review must be repaired or replaced before allowing children to use the playground equipment.

The frequency of maintenance will be determined by several factors, such as the frequency of use, number of children using each unit, age of children, age of equipment, the surrounding area, and frequency and severity of inclement weather. Maintaining your playground equipment as well as its surrounding area, is essential to minimizing the risk of injury to users, as well as maximizing your playground's useful lifespan.

We recommend the following maintenance procedures be followed:

- On a daily basis:** A responsible individual should conduct a brief visual check for structural defects, signs of vandalism, and litter of foreign matter that needs to be removed.
- On a weekly basis:** A responsible individual should complete the checklist on the following pages. Any required repairs should be detailed on the separate maintenance. Once the repairs are completed, file the signed checklist and the record for future reference. A dated file and form should be kept for each play structure at each location.

Inspection

Inspections should be carried out by a certified playground safety inspector (CPSI). Check with your local area to find if there are current regulations regarding playground inspections.

Audit

Audits are conducted at milestones in the life of your playground. An audit includes a full inspection as well as a maintenance plan. Audits are recommended at the completion of the installation, a renovation, or significant addition. Part of the audit will include a maintenance plan and an inspection schedule.

Records

All maintenance and signed inspection reports must be kept on file. The maintenance records support your audit and action plan. The audit will continue to play a major role in the inspection and maintenance program by measuring progress, recording actions taken, and recommendations made.

Other important information to keep on file includes information about the manufacturer, sales representative contact information, sales brochures, date of purchase, sales/purchase order receipt, shipping information, renderings and drawings, bill of materials/packing list, installation instructions, date of installation, installer contact information, and warranty information. A record of any accident or injury reports should be retained on file as well.

Maintenance Checklist

Play Structure in General

- ☐ Post and component footings are not exposed, cracked, or loose
- ☐ Clamps show no sign of slippage, cracking, or failure
- ☐ Clamp drive rivets and hardware are secure
- ☐ Welds are intact and free of cracks
 - ☐ Slide and Deck Enclosures
 - ☐ Overhead Activities
 - ☐ Climbers
- ☐ No rust or corrosion
- ☐ No splintered, cracked, gouged or otherwise deteriorated plastics; check for integrity of the plastic, keep plastic clean of any extraneous substances, verify that any deformation does not create entrapment as specified on ASTM F-1487 Sec. 6
- ☐ No scratched, chipped, or peeling paint
- ☐ Metal parts show no visible cracks, bending, warping, or breakage
- ☐ No missing bolts, nuts, etc.
- ☐ All bolts & nuts and fasteners are tight
- ☐ All joints are secure **(pay special attention to sectional slides, flush mounted decks, and pipe connections)**
- ☐ All swivels, bearings, grease fittings, and moving parts are well lubricated and not excessively worn **(pay special attention to tot & strap swing seats)**
- ☐ No broken or missing parts
- ☐ No sharp edges or unsafe protrusions (check metal corners, bolts, etc.)
- ☐ No exposed mechanisms, junctions of moving parts, or components are posing possible pinch or crush points

Play Events

- ☐ Plastic is not cut or cracked
- ☐ All slide supports/anchors are intact and secure
- ☐ All 'S' hooks are closed and not excessively worn

Swings

- ☐ All 'S' hooks or clevises are closed and not excessively worn
- ☐ No exposed metal on swing seats
- ☐ Swing chain is in good condition and not excessively worn, especially at connection points
- ☐ Connectors and chain have free movement

Surrounding Area

- ☐ Resilient surfacing material is not scattered or excessively worn (**pay special attention to area at the end of slides and under swings**)
- ☐ Resilient surfacing material is adequately deep and retains its fall absorbing abilities as specified at time of installation
- ☐ Border around playground is in good condition and has not come loose
- ☐ No roots, rocks, or other objects are causing a tripping or injury hazard
- ☐ Area is clean of litter (no broken glass or bottles, etc.)

Wisdom Playground Warranty

Wisdom Playground warrants to its original customer for as long as the original customer owns the product and uses the product with regular use and installation in accordance with published specifications to be free from defects in materials and workmanship.

This warranty does not cover damage from misuse, vandalism, modified parts, or damage such as dents, scratches, fading/weathering, acts of God, and normal wear and tear.

Warranty claims must be filed within the applicable warranty period. Warranty replacement does not include the cost of labor for part replacement. Replacement parts carry the applicable warranty from the date of shipment of the replacement part.

One Hundred (100) Year Limited Warranty

- On aluminum and steel upright posts against structural failure due to deterioration, corrosion, or workmanship
- On hardware against structural failure due to deterioration, corrosion, or workmanship
- On post caps and clamps against structural failure due to deterioration, corrosion, or workmanship

Fifteen (15) Year Limited Warranty

- On rails, rungs, rigid climbers, loops, and decks against structural failure due to deterioration, corrosion, or workmanship
- On all HDPE and rotationally molded plastic components against structural failure due to materials, or workmanship

Five (5) Year Limited Warranty

- On cables and nets against premature wear due to natural deterioration or manufacturing defects
- On moving parts against structural failure due to materials or workmanship

One (1) Year Limited Warranty

- On all materials and products not covered above against failure due to materials or workmanship

Warranty Procedure

To make a warranty claim, submit your request in writing, including photographs of defective equipment, and the original purchase invoice or invoice number to your Wisdom Playground representative.

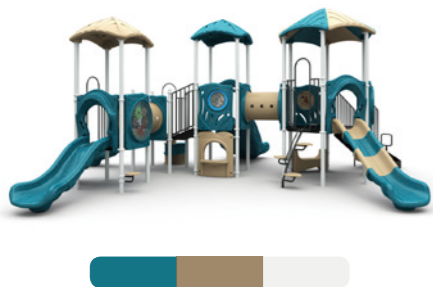
We will review the information and communicate options with you. If the product is under warranty, we will replace the defective part, including freight costs. Wisdom Playground is not responsible for labor costs to replace the part. Wisdom Playground reserves the right to inspect all products identified as defective, and photos of defective equipment will be required to accompany warranty claims.

COLOR SCHEMES

Natural



Beachy



Limelight



Shine



Forest



Sunrise



Jungle



Retro



Spring



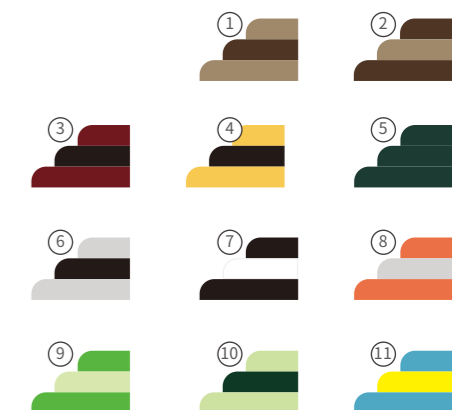
Primary



POWDER-COATED METAL COLORS



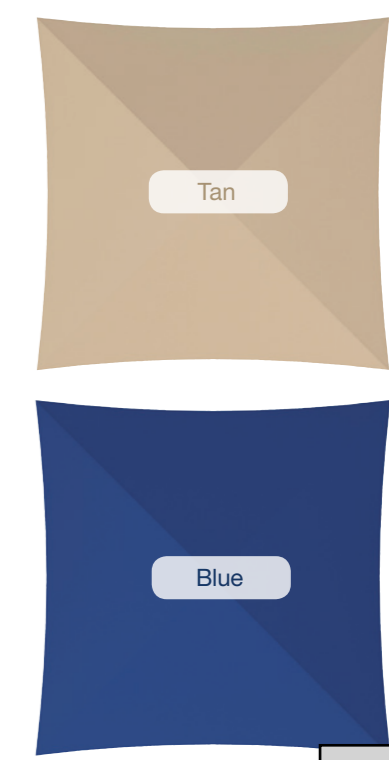
HDPE PANEL COLORS



MIDNIGHT PLASTIC COLORS



SHADE FABRIC COLORS



Because she's on it,
we care about what's in it™.



Earth-friendly infill that's safe around children and pets.

Non-toxic and completely reusable, Envirofill makes artificial turf look and feel great. And, Microban® antimicrobial product protection works continuously to help prevent the growth of bacteria, mold, and mildew. No wonder it's the new favorite of landscape experts. Call 877-881-8477 or visit xgrass.com and have your families love their lawn.



An official Envirofill Distributor Partner

A different kind of infill. Envirofill® is composed of naturally occurring silica sand found only in the Hickory Formation in central Texas. Its highly rounded quartz core resists compression so it doesn't continue to compact over the life of your lawn.

It's cool. Envirofill's natural heat reducing properties have been proven to lower synthetic lawn surface temperatures as much as 25%. And it resists changes brought on by even the harshest weather conditions, so your lawn is always a beautiful surface to relax or play.

It's cleaner. Microban® antimicrobial protection is infused into Envirofill during the manufacturing process to help prevent the growth of bacteria, mold, and mildew that can cause stains, odors, and product deterioration.

It's reusable. With its inherent durability and reusability, Envirofill has the potential to be reused as infill long after the turf wears out.

PRODUCT DATA ENVIROFILL® 12-20			
Physical properties	Measure	Test Method	Value
Dimensions	98.6% Retained 12-20 mesh sieves		
Materials	99.6% Silicon Dioxide, Pigment and Acrylic		
Hardness	Mohs Scale		6-8
Roundness	Krumbein Shape	ISO13503-2/API RP19C	0.7+
Density	lbs/cf	ASTM F-1815-06	110
Flammability		ASTM E648	Non-flammable
Dust			Negligible
Angle of Repose		ASTM C1444	±30 degrees
TCLP Metals Content	mg/kg	ASTM 6010	<Min Detectable Levels
Abrasiveness	Index	ASTM F 1015	26+/-2
Coefficient of Friction	Direct	ASTM F 1551	0.80 dynamic
Packaging	50lb bags or 3000lb Super Sacks		

Envirofill's exclusive partnership with Microban® provides an added level of antimicrobial protection for the lifetime of your lawn.

For more information visit www.xgrass.com or call 877-881-8477





TÜV SÜD America Inc.
Product Safety Services
47523 Clipper Drive
Plymouth, MI 48170
Phone: 734.455.4841

Section XII, Item C.

IPEMA Impact Attenuation Report – ASTM F1292-13

Participant: XGrass, Inc.
Main Office Address: 1243 Cavender Rd.
Dalton, GA 30721
Phone: (706) 272-0140
Manufacturing Location ID: Dalton, GA
Commercial Name of product: XGrass Prime 53oz. (6ft. System)
Date of Manufacture: Unknown
No. of samples submitted: 3 - 18in. X 18in. Turf Systems

TUV Report No.: QI1410379-1
Report Date: 10/30/2014
Test Date: 10/28, 10/29, 10/30/14
Selection: ☐ Initial: ☒
Follow up ☐ Ref Job:
Sample Receipt Date: 10/27/2014
Ambient Air Temperature: 22.5°C
Humidity: 37.0%

Test Equipment:

Triax System 4:	<input checked="" type="checkbox"/>	Environmental Chamber No.:	<u>PLYP00101</u>
Triax System 1:	<input type="checkbox"/>	Calibration Due Date:	<u>6/17/15</u>
Accelerometer ID:	<u>PLYP00121</u>	Environmental Chamber No.:	<u>PLYP00069</u>
Accelerometer Calibration Due Date:	<u>1/22/2015</u>	Calibration Due Date:	<u>8/11/15</u>

Loose fill Material Sample Description:

Engineered Wood Fiber:	<input type="checkbox"/>	Un-compacted Depth:	<u>Unknown</u> Inches
Loose Fill Wood:	<input type="checkbox"/>		
Rubber:	<input type="checkbox"/>		
Sand:	<input type="checkbox"/>	Compacted Depth:	<u>7</u> Inches
Aggregate:	<input checked="" type="checkbox"/>		
Soil:	<input checked="" type="checkbox"/>		

Unitary Sample Description:

Tiles	<input type="checkbox"/>	Total Thickness:	<u>2.625in.</u>
XGrass Prime	<input checked="" type="checkbox"/>	Top Layer:	<u>1.500in.</u>
Sofpad Foam	<input checked="" type="checkbox"/>	Base Layer:	<u>1.125in.</u>

Comments:

- 1.) Sample received in wooden boxes, as prepared by XGrass, Inc. Testing was performed on material as received.
- 2.) System description: 1.500in. Pile XGrass Prime 53oz. Turf, over 1.125in. Sofpad Foam, overlaying 4in. compacted aggregate, over 3in. compacted soil. Total system depth/thickness of 9.625in.
- 3.) Turf was infilled with 6.75lbs. of Envirofill infill (3lbs. per square foot, as specified and provided by XGrass, Inc.).

The above described sample was tested at : 6 Ft.

The results reported herein reflect the performance of the above described samples at the time of testing and at the temperature(s) reported. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. The following data sheet provides an accurate representation of the test results.

Sample in compliance with ASTM F1292-13 at the temperature and rating specified? Yes ☒ No ☐

Signature: [Signature]

Title: Project Coordinator

Date: 10/30/2014

Reviewed by: [Signature]

Title: Product Safety Engineer

Date: 10/30/2014

Client: XGrass, Inc.

TUV Report No.

QI1410379-1

Manufacturer: XGrass, Inc.

Test Date:

10/28, 10/29, 10/30/14

Drop	Specified Impact Height (ft.)	Reference Temperature -6°C, (21.2°F)				Reference Temperature 23°C, (73.4°F)				Reference Temperature 49°C, (120.2°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1	6	111	449	19.7	6.033	101	332	19.7	6.033	106	324	19.7	6.033
2	6	100	409	19.7	6.033	91	289	19.7	6.033	98	298	19.8	6.095
3	6	90	321	19.7	6.033	86	254	19.8	6.095	102	336	19.8	6.095
Average		95	365			88.5	271.5			100	317		
Measured Surface Temperature		-6°C	Max. Change from reference + 5°C, (5°F)			23°C	Max. Change from reference ± 3°C, (5°F)			49°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:		DRY				DRY				DRY			

Drop	One foot over (Ft.)	Reference Temperature -6°C, (21.2°F)				Reference Temperature 23°C, (73.4°F)				Reference Temperature 49°C, (120.2°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1					0.000				0.000				0.000
2					0.000				0.000				0.000
3					0.000				0.000				0.000
Average		0	0			0	0			0	0		
Measured Surface Temperature		°C	Max. Change from reference + 5°C, (5°F)			°C	Max. Change from reference ± 3°C, (5°F)			°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:													

Drop	One foot under (Ft.)	Reference Temperature -6°C, (21.2°F)				Reference Temperature 23°C, (73.4°F)				Reference Temperature 49°C, (120.2°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1					0.000				0.000				0.000
2					0.000				0.000				0.000
3					0.000				0.000				0.000
Average		0	0			0	0			0	0		
Measured Surface Temperature		°C	Max. Change from reference + 5°C, (5°F)			°C	Max. Change from reference ± 3°C, (5°F)			°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:													



America



TÜV SÜD America Inc.
Product Safety Services
 47523 Clipper Drive
 Plymouth, MI 48170
 Phone: 734.455.4841

IPEMA Impact Attenuation Report – ASTM F1292-13

Participant: <u>XGrass, Inc.</u>	TUV Report No.: <u>QI1410379-3</u>
Main Office Address: <u>1243 Cavender Rd.</u>	Report Date: <u>10/30/2014</u>
<u>Dalton, GA 30721</u>	Test Date: <u>10/28, 10/29, 10/30/14</u>
Phone: <u>(706) 272-0140</u>	Selection: <input type="checkbox"/> Initial: <input checked="" type="checkbox"/>
Manufacturing Location ID: <u>Dalton, GA</u>	Follow up <input type="checkbox"/> Ref Job:
Commercial Name of product: <u>XGrass Prime 53oz. (12ft. System)</u>	Sample Receipt Date: <u>10/27/2014</u>
Date of Manufacture: <u>Unknown</u>	Ambient Air Temperature: <u>22.5°C</u>
No. of samples submitted: <u>3 - 18in. X 18in. Turf Systems</u>	Humidity: <u>38.0%</u>

Test Equipment:

Triax System 4: <input checked="" type="checkbox"/>	Environmental Chamber No.: <u>PLYP00101</u>
Triax System 1: <input type="checkbox"/>	Calibration Due Date: <u>6/17/15</u>
Accelerometer ID: <u>PLYP00121</u>	Environmental Chamber No.: <u>PLYP00069</u>
Accelerometer Calibration Due Date: <u>1/22/2015</u>	Calibration Due Date: <u>8/11/15</u>

Loose fill Material Sample Description:

Engineered Wood Fiber: <input type="checkbox"/>	Un-compacted Depth: <u>Unknown</u> Inches
Loose Fill Wood: <input type="checkbox"/>	
Rubber: <input type="checkbox"/>	
Sand: <input type="checkbox"/>	Compacted Depth: <u>7</u> Inches
Aggregate: <input checked="" type="checkbox"/>	
Soil: <input checked="" type="checkbox"/>	

Unitary Sample Description:

Tiles: <input type="checkbox"/>	Total Thickness: <u>4.25in.</u>
XGrass Prime: <input checked="" type="checkbox"/>	Top Layer: <u>1.50in.</u>
Sofpad Foam: <input checked="" type="checkbox"/>	Base Layer: <u>2.75in.</u>

Comments:

- 1.) Sample received in wooden boxes, as prepared by XGrass, Inc. Testing was performed on material as received.
- 2.) System description: 1.50in. Pile XGrass Prime 53oz. Turf, over 2.75in. Sofpad Foam, overlaying 4in. compacted aggregate, over 3in. compacted soil. Total system depth/thickness of 11.25in.
- 3.) Turf was infilled with 6.75lbs. of Envirofill infill (3lbs. per square foot, as specified and provided by XGrass, Inc.).

The above described sample was tested at : 12 Ft.

The results reported herein reflect the performance of the above described samples at the time of testing and at the temperature(s) reported. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. The following data sheet provides an accurate representation of the test results.

Sample in compliance with ASTM F1292-13 at the temperature and rating specified? Yes ☒ No ☐

Signature: [Signature]

Title: Project Coordinator

Date: 10/30/2014

Reviewed by: [Signature]

Title: Product Safety Engineer

Date: 10/30/2014

Client: XGrass, Inc.

TUV Report No.

QH1410379-3

Manufacturer: XGrass, Inc.

Test Date:

10/28, 10/29, 10/30/14

Drop	Specified Impact Height (Ft.)	Reference Temperature -6°C, (21.2°F)				Reference Temperature 23°C, (73.4°F)				Reference Temperature 49°C, (120.2°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1	12	124	832	27.9	12.101	104	575	27.8	12.014	103	578	27.8	12.014
2	12	110	636	27.9	12.101	99	505	27.9	12.101	97	525	27.8	12.014
3	12	118	678	27.9	12.101	98	485	27.9	12.101	98	543	27.9	12.101
Average		114	657			98.5	495			97.5	534		
Measured Surface Temperature		-6°C	Max. Change from reference + 5°C, (5°F)			23°C	Max. Change from reference ± 3°C, (5°F)			49°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:		DRY				DRY				DRY			

Drop	One foot over (Ft.)	Reference Temperature -6°C, (21.2°F)				Reference Temperature 23°C, (73.4°F)				Reference Temperature 49°C, (120.2°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1					0.000				0.000				0.000
2					0.000				0.000				0.000
3					0.000				0.000				0.000
Average		0	0			0	0			0	0		
Measured Surface Temperature		°C	Max. Change from reference + 5°C, (5°F)			°C	Max. Change from reference ± 3°C, (5°F)			°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:													

Drop	One foot under (Ft.)	Reference Temperature -6°C, (21.2°F)				Reference Temperature 23°C, (73.4°F)				Reference Temperature 49°C, (120.2°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1					0.000				0.000				0.000
2					0.000				0.000				0.000
3					0.000				0.000				0.000
Average		0	0			0	0			0	0		
Measured Surface Temperature		°C	Max. Change from reference + 5°C, (5°F)			°C	Max. Change from reference ± 3°C, (5°F)			°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:													



America

XGRASS PRIME

The color in the photograph may appear differently than actual product. Please request product samples from your sales representative.



Shine Block

Shine Block blade profiles reduce the reflective quality of the fiber allowing our grass to appear more like a healthy, well-trimmed, natural lawn.

Heat Block

With Heat Block color options, our turf is cooler than the competitions' artificial grass systems.

Face Weight:
53 oz.

Pile Height:
1.5"

Color:
Summer Blend

Thatch:
Green

Backing:
Duraflo

Fiber Type:
Omega

Specifications

Fiber Type	100% Polyethylene		
Fiber Mass	10800 denier 7300 denier (Root Zone)	12000 d tex 8100 d tex (Root Zone)	Omega TXT PE Thatch
Tufted Pile Height*	1.5 in	38.1 mm	
Tufted Face Weight*	53 oz/yd ²	1797 g/m ²	
Tufting Gauge	3/8		
Primary Backing	7.0 oz/yd ²	237 g/m ²	Stabilized dual layered woven polypropylene
Secondary Backing	10.0 oz/yd ²	339 g/m ²	Duraflo
Non Woven Scrim	2.7 oz/yd ²	91.5 g/m ²	
Total Weight*	72.7 oz/yd ²	2431 g/m ²	
Tufted Roll Width*	15 ft	4.57 m	

* Specifications provided above are tufted measurements. Final measurements can change during backing processes. XGrass is not responsible for typing errors on specifications listed above.



XGrass Warranty
10 YEAR LIMITED WARRANTY AGAINST FAILURE
DUE TO EXPOSURE TO SUNLIGHT (PE)
(PE Monofilament, XP, LSR)

Product

XGrass warrants that for TEN (10) years from the date of synthetic turf installation, the turf, when installed and maintained as recommended by the yarn & turf manufacturer, will retain at least 50% of its pile fiber. If any area or portion of the turf substantially changes, as distinguished from a change in texture, or if pile heights decrease 50% or more within ten years after its initial installation, XGrass will have all such areas or portions replaced with new turf of equivalent quality, excluding installation costs. XGrass also warrants that at the time of the initial turf installation, the synthetic turf will be free of manufacturing defects. Slight color changes will occur over the lifetime of this turf / carpet and is not considered an issue or basis for claim. All labor cost involved with the removal of the affected turf / carpet and reinstallation of the replacement carpet will be the responsibility of the purchaser.

Subject to the following limitations:

General provisions of this limited warranty apply only to the wear of the turf with regard to ultraviolet degradation, and do not apply to damage incurred during installation, improper underlay, pile crushing, willful or negligent abuses, or damage by machinery or equipment, nor does it apply when the turf is not professionally installed by an approved installer. This limited warranty does not apply to installations on stairways or other uneven surfaces, nor does it apply to turf which has not been properly maintained.

The expressed limited warranty excludes all implied warranties, and said manufacturer shall in no event be liable for a breach of warranty in any amount exceeding the mill invoice price of the turf.

If dissatisfied, the original owner must submit notice of all claims under this warranty to XGrass within ten (10) years from the date of turf installation.

Limitations on Coverage

This warranty does not apply (1) if the product is used for any application other than sports fields, courts, greens, or landscaping & play areas, (2) to any damage caused during or on account of improper installation or repairs, (3) to the extent that any defect or damage is caused by:

- a. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect
- b. Improper design or failure of the sub-base of the sports field, green, court, or landscape
- c. Wear or abrasion caused by inadequate sub-base



- d. Wear or abrasion under swing sets, slides, and other high friction play equipment
- e. Wear due to lack of infill/no infill
- f. Movement of product due to lack of infill
- g. Use of infill products of an incorrect grade
- h. Failure to maintain infill products at the correct level (per FIFA accredited test institutes)
- i. Use of inappropriate footwear or sports equipment
- j. The playing surface being used other than for the purpose for which it was designed and installed
- k. Use of chemicals, herbicides, pesticides
- l. Use of improper cleaning methods
- m. Any harmful chemical reaction to the product caused by infill materials
- n. Acts of God or other conditions beyond the reasonable control of XGrass
- o. Post fibrillation after or during installation for purposes other than to get infill materials in place
- p. Failure to properly maintain, protect or repair the products or turf
- q. Packing, matting, or roll crush marks are inherent characteristics of turf / carpet manufactured using polypropylene/olefin and nylon fibers.
- r. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the truck line in question.
- s. Damage caused by reflection (melting) or other flammable materials

All synthetic turf is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty.

Remedy

If a product fails to perform as warranted during the warranty period, XGrass will provide replacement product, F.O.B. Mill, for the product determined by XGrass or XGrass representative not to comply with the stated warranty, allowing the purchase price for the replacement product prorated for the number of months remaining in the unexpired warranty period. Purchaser shall be responsible for paying the portion of the purchase price for the replacement product not allowed by XGrass. XGrass shall not be responsible for removal of the defective turf or installation of the new.

Limitations on Liability

In no event shall XGrass be liable, whether on contract or in tort or under any other legal theory, for lost profits or revenues, loss of use or similar economic loss, or for indirect special, incidental, consequential, punitive or similar damages arising out of or in connection with the use, condition, possession, performance, maintenance, non-delivery or late delivery of the products, even if XGrass has been advised of the possibility of such damages.

XGrass shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any tests, inspections, or consultations conducted by Purchaser or others. Claims must be submitted within 30 days after discovery of the alleged defect. Purchaser must promptly inspect all products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects,



shortages, or non-conformities in the products are discoverable by inspection upon delivery of the products, all obligations of XGrass Industries to purchaser with respect to such defects, shortages, and non-conformities shall be deemed satisfied, and all products shall be deemed to be free of such defects, shortages, and non-conformities, unless Purchaser notifies XGrass of such defects, shortages, or non-conformities in writing within 30 days after the date of delivery.

Assignment

Purchaser may not transfer, convey, or otherwise assign all or any of its rights under this warranty.

Claims Procedure:

Claims must be signed and submitted in writing and delivered to:

XGrass
Ron Bennett
210 Howell Drive
Dalton, GA 30721

Email: ron@xgrass.com

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



Maintenance Highlights

Care and Maintenance:

Basic precautions and care will insure that your XGrass Play Surface will maintain its appearance and optimum performance for many years. These tips are not expensive and do not take a lot of time, but can do a lot to protect your investment for future use.

Precautions:

- Keep any kind of flame (cigarettes, charcoal grills, fireworks, etc.) away from the surface.
- Keep gasoline, oil or any other petroleum-based chemicals away from the surface.
- Keep surface free of leaves, grass clippings, or other debris. A good leaf blower works well to help keep the surface clean.
- Be careful when using any type of edging tools near the edge of the surface.
- The turf will resist the harmful effects of rain, snow, and ice. Some color loss is inherent in the product and will not affect the quality of the surface.

Recommended Maintenance Schedule:

Monthly:

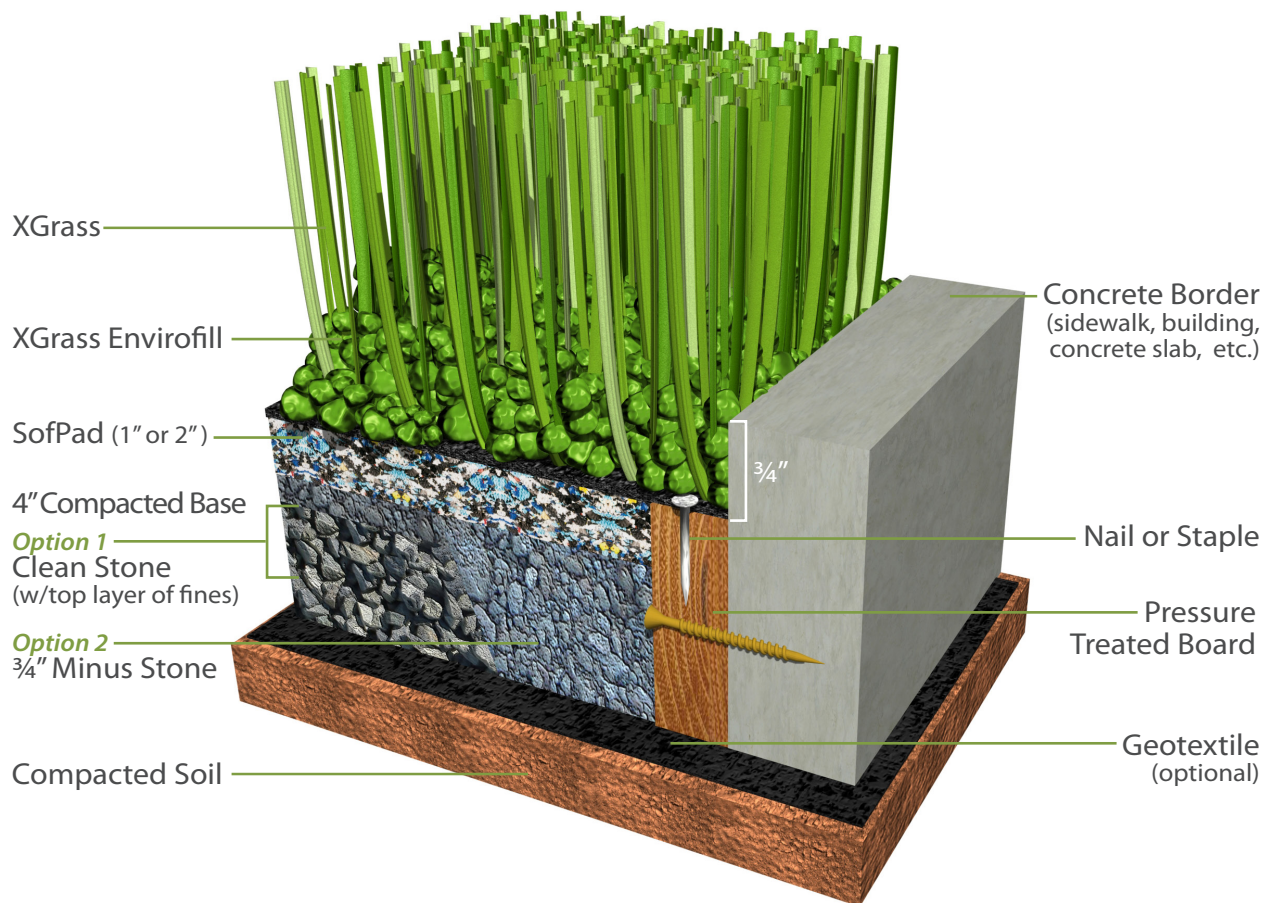
Brush Surface – this process involves using a power broom or a push broom. The operator should sweep against the fibers to stand up the blades of turf.

As needed:

Top Dress – this process involves using a drop spreader with the acrylic coated sand and apply where needed to fill in low spots.



Synthetic Turf for Play Areas With Concrete Border



Compacted Base Depth - 4"

SofPad - 1", 2" or 4"

Infill Depth - $\frac{3}{4}"$

To accommodate this application prepare your site **5 $\frac{3}{4}"$** below grade with 1" SofPad,
6 $\frac{3}{4}"$ with 2" SofPad or **8 $\frac{3}{4}"$** with 4" SofPad.

Components are not drawn to scale.

Versasport LLC
4957 N. Ridge Rd
Wichita, KS 67205

Section XII, Item C.



ADDRESS

Brian Hayes
City of Bel Aire Recreation
5251 East 48th Street North
Bel Aire, Kansas 67220

SHIP TO

Brian Hayes
City of Bel Aire Recreation
Eagle Lake Park
4220 N Westlake Drive
Bel Aire, Kansas 67220

Estimate VS-2500

DATE 11/20/2024

EXPIRATION DATE 01/31/2025

P.O. NUMBER

Eagle Lake Playground - RFP

SALES REP

Lee Engler

PHONE NUMBER

316-259-8974

DESCRIPTION	QTY	RATE	AMOUNT
Demo - Remove and dispose of existing play equipment. Post and platform structure only	1	2,000.00	2,000.00
Demo - Remove existing sand safety surfacing 8.5" to 6" of existing sand as required for new turf safety surface profile.	1	6,286.00	6,286.00
Wisdom Harpers Place playset for 2-12 year age group Wisdom SKU: WP-350019N12 Colors to be determined Includes materials, freight and installation.	1	27,625.00	27,625.00
Horse Springer Kidstale CK-SR-2006 Includes materials, freight and installation.	1	599.00	599.00
"Orbital" Standing Spinner Kidstale FS-1805 Includes materials, freight and installation.	1	1,359.00	1,359.00
Kanga Swing Seat with Chain Sets Kidstale SS-0017 Includes materials, freight and installation.	1	1,609.00	1,609.00
Equipment Freight	1	2,000.00	2,000.00
Play Equipment Installation	1	7,350.00	7,350.00
Safety Surfacing/Synthetic Turf- SF: 1988. for 6' fall height. Includes: geotextile separation fabric, 4" gravel base, sub surface drainage, 1.25" foam pad, XGrass Prime synthetic play turf, Envirofill infill, freight and installation	1	35,268.00	35,268.00
Safety Surfacing/Synthetic Turf- SF: 1954 for 10' Fall Height. Includes: Geotextile separation fabric, 4" gravel base, sub surface drainage, 3.25" foam pads, XGrass Prime synthetic turf, Envirofill infill, freight and installation	1	38,558.00	38,558.00
Performance Bond - 3% of contract sum.	1	3,653.82	3,653.82

Estimate per drawing dated: November 11,2025

SUBTOTAL

126,307.82

Organization must provide Sales Tax Exemption Certificate and Project Exemption Certificate at time of project acceptance. If not available, applicable sales tax will be included. TAX

Public utilities will be located by local 811 One-Call before excavation. Private utilities and irrigation system lines are to be located by and responsibility of Owner. Additional cost may incur if unforeseen conditions, such as roots, buried rubble, bed rock or concrete hinders normal excavation.

Down payment of 50% required. Remainder of project price will be invoiced at time of completion.

Approve this estimate and return to VersaSport LLC to make order. An invoice will be sent by QuickBooks to customer for online payment or other payment option.

TOTAL	\$126,307.82
-------	--------------

Accepted By

Accepted Date

PROPOSAL SUBMISSION FORM

City of Bel Aire – Eagle Lake Park Playground Improvements

1. COMPANY NAME VersaSport LLC
2. ADDRESS (Home Office) 4957 N. Ridge Rd. Wichita Ks 67205
3. TELEPHONE NUMBER (office) 316-396-0112 (cell) 316-259-8974
4. NUMBER OF FULL-TIME EMPLOYEES 12

5. OWNERSHIP

_____ Sole Proprietor _____ Other – Please Specify

X _____ Limited Partnership

PROPOSAL PRICES

Eagle Lake Park Playground Improvements		
ITEM A – Removal and Disposal	QTY	AMOUNT
A1: Remove and dispose of existing playset	1	\$2,000
A2: Remove and dispose of existing sand	1	\$6,286
A3: Remove and replace existing swing set- seat (1)	1	0
ITEM B – Materials/Installation		
B1: Playset and installation	1	\$35,565
B2: Spring Rider (5-12 yr age range and 1 person capacity)	1	\$1,204
B3: Standing Spinner (5-12 yr age range and 1 person capacity)	1	\$1,964
B4: Tandem Swing (2-person capacity for adult/child) and installation	1	\$1,809
B5: Synthetic turf and installation	1	\$73,826
TOTAL PRICE Includes 3% Performance Bond \$3,654	\$	\$126,308

Signature of Authorized Representative

Date

Lee Engler / Project Manager

Eagle Lake Park Playground

City of Bel Aire





November 22, 2024

Melissa Krehbiel
City Clerk
City of Bel Aire
7651 E Central Park Ave
Bel Aire 67226-7600

Dear Ms. Krehbiel,

Thank you for considering ATHCO and Landscape Structures for your new playground at Eagle Lake Park! We appreciate and value the opportunity to be a part of this new play space, positively impacting thousands of children, of all abilities, across an entire generation.

Landscape Structures was established in 1971, and is a USA-made, leading manufacturer of play equipment – unsurpassed in quality and safety. As of December 2012, Landscape Structures became a 100% employee-owned company, currently with 500+ employees. ATHCO has been in business since 1952, and an LSI partner since 1975. We specialize in playground design services for LSI equipment, as well as various protective surfacing, site furnishings, SkyWays shade, Aquatix splash pads, and turnkey installation.

5" O.D. posts for maximum stability, TenderTuff™ in lieu of thin coatings, ¾" Permalene® play panels in lieu of polyethylene or pipe, stainless steel hardware, and ProShield® powder coat paint that lasts three times longer than standard powder coat—are just a few examples of the value and durability that you receive with Landscape Structures. These added details will maximize the life of your investment and provide only the highest quality playground experience for the Citizens of Bel Aire.

Enclosed is a design based on the provided RFP. We're open to input and changes. We've designed to maximize the available space, budget, and provide a unique play experience that gives children an opportunity to use their imagination to create, dream, and learn. In addition to challenging children mentally, these structures provide physical challenges, increase their strength and balance, and engage the senses of play.

With ATHCO, you have a full staff located at 108th & Pflumm in Lenexa. There is always someone here to take your call. We are devoted to ensuring that your playground project runs smoothly and offer unrivaled post-install customer support. The current equipment lead time is 12-16 weeks ARO.

Thank you for your time and consideration. I sincerely believe you and an entire generation of Bel Aire children will be proud to have the highest quality Landscape Structures playgrounds.

Sincerely,

Jennifer Hawkins

Jennifer Hawkins
Kansas Sales Consultant

13500 West 108th Street
Lenexa, KS 66215

Phone: 913-469-5600
Fax: 913-469-8134
E-mail: mcline@athcollc.com



Culture Matters...

Landscape Structures is a 100% Employee-Owned U.S. Manufacturer and ATHCO has been a Landscape Structures partner since 1975...we have experience in fun!



Service Matters...

ATHCO has been in business since 1952, and at 108th & Pflumm in Lenexa, KS since 1974. Fully staffed, there's always someone to take your call, M-F, 7:30 a.m. – 5:00 p.m.





It's all about the people:

Sales	Matt KC Metro	Collin Missouri	Jennifer Kansas	
Support	Jeff Field Services	Craig Project Manager	Nancy Admin Assistant	Matt Sales Ops Lead
Finance & Planning	Mike Principal	Clay CFO	Michael Accountant	Jason Ops & accounting

Matt Cline – Kansas City, Sales Representative: Matt has been with ATHCO since September 2011, as our Kansas Sales Consultant. He's originally from Hutchinson and Salina and is quite familiar with Kansas communities. Matt truly enjoys the feeling of being able to help people find solutions and appreciates the value of building long-lasting relationships. He's grateful for the chance to work with organizations that share this same goal and is a great resource to anyone that has a question. Matt looks forward to meeting you and discussing partnership opportunities with ATHCO – as well as the many industry-leading products we represent. Matt splits his time in Kansas and the Kansas City metro area between 75% business development and 25% project management.

Collin Anderson - Missouri Sales Representative: Collin has been with ATHCO since February 2016 as our Missouri Sales Consultant. He was born in St. Louis, went to college at The University of Missouri, and he has a strong connection and passion for the state. Collin enjoys the opportunity to build relationships with schools and communities in Missouri while being a valuable resource to our customers. Collin is enthusiastic in being able to share the values of ATHCO, where people come first.

Jennifer Hawkins - Kansas Sales Representative (CPSI): Jennifer recently joined Athco and relocated from Phoenix, Arizona to take up the role. She brings a deep background in the playground industry. She understands playground design from a safety and maintenance perspective and is thrilled to be representing Landscape Structures for Athco – as she views LSI as the clear leader in the market.

People Matter...

Craig Richardson – Project Manager: Craig was hired as the Project Manager at Athco in May of 2024. He is a results-driven Project Manager with over 25 years of experience in the Construction industry. Armed with a solid background in operations, facilities, and project management methodologies, Craig has consistently demonstrated exceptional organizational and communication skills. He believes his ability to lead, build relationships and navigate through challenges has been a key to success. Craig has always had a strong love for Athletics, he Coaches HS Football as well as JH Basketball. Sports offer so many life lessons that we will use for the entirety of our life. "I truly believe that coaching is not about wins and losses. Wins are nice, but my goal is always to help shape young men and women into the best people that they can be before sending them off into the world."

Nancy Pruett – Customer Service: After years of working in various fields, including drywall supply yards, land title companies, an automotive supercharger manufacturer and a warehouse supplier of paper goods, I am finally home! The people here are a pleasure to work with and enjoy what they do.

Jason Milbradt – Operations Coordinator: Jason brings a career of high level operational experience as a General Manager in the hotel and hospitality industry to bear on his role at Athco. He makes sure the trains run on time! In his spare time he has had the privilege of serving for the past several years as the Beautification Chair for the Northeast Kansas City Historical Society. He has been able to work with likeminded professionals on the board to further educate residents of Kansas City the importance and value of preserving pieces of the past as Kansas City continues to grow.

Jeff Campbell – Construction Manager (CPSI): Jeff was selected and hired in April 2023 for this newly created position at ATHCO. His experience with electrical and construction will be an added benefit for our various scopes of work including site surveying, installation, and jobsite management. Jeff looks forward to making lasting relationships, assisting as a key point of contact between our installers and customers, and he looks forward to seeing you on your next project!

Matt Terry – Sales Operations: Matt was hired at Athco as the sales operations lead in February of 2024. He is a graduate of Kansas University with a degree in business administration. Matt brings 6+ years of experience in construction including project management, coordination and procurement. Matt has always been an avid sports fan and likes to spend his free time cheering on the Chiefs, Royals and Jayhawks. Matt grew up in the Kansas City area, and spent a lot of his childhood at the same parks Athco renovated or built many years ago. This has brought work full circle and given him a deeper appreciation for everything Athco does.

Michael Troughton - Principal: Michael is the new owner and Principal of Athco. He is convinced the team in place at Athco are the best in the business, is proud to represent each of our manufacturers and loves what he does.

Quality Matters...



360° clamp compression = equal pressure around post

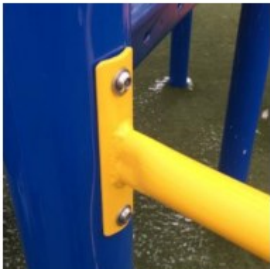


DigiFuse for stock or custom artwork – stays bright & durable over the life of the playground

Heaviest & thickest decks in the industry with 5/16" perf. holes = large enough for drainage, but small enough to not hurt little fingers



Others



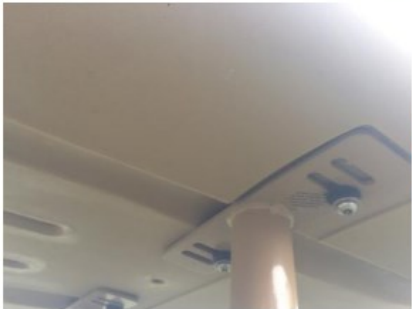
Direct bolt = shear loading at only two attachment points



Large holes and thinner-coated decks



Sticker



Moving slide footer to adjust for freeze/thaw cycles



Non-moving slide footers



Quality Matters...



20mm six-stranded galvanized-steel reinforced polyester-wrapped cables

Aluminum connectors for maximum durability



3/4" Permalene handholds and panels for maximum durability & design aesthetic



TenderTuff coated climber - same as our decks



Others



Plastic connectors and smaller diameter cables/rope



Hollow plastic panels or pipe



Non-coated climber



Hollow plastic climbers



Design Matters...

A properly designed playground will engage the seven senses. Through sensory play, children discover their world and how to be successful in it. They develop behaviors based on what they touch, see, hear, taste, smell, and how they move and position their body in space. Sensory-rich playgrounds allow children to integrate and develop their senses and the more they play, the more they develop skills necessary to engage, change, and impact the world around them.



Art



Auditory



Language & Literacy



Motor Planning



Music



Nature



Proprioception



Social Imagination



Tactile



Vestibular



Visual



Your Community Matters...

Residents from every background in any size community deserve the best playgrounds in the world.



Recent Projects

Strang Park

City of Overland Park
11921 Hardy St.
Overland Park, KS 66212
Contact: Mike Burton
Phone: 913-327-6638



Sar-Ko-Par Trails Park

City of Lenexa
87th & Lackman
Lenexa, KS 66215
Contact: Logan Wagler
Phone: 913-477-7140



Burrus Old Mill Park

City of Blue Springs
112 NW Woods Chapel Rd.
Blue Springs, MO 64105
Contact: Dennis Doval
Phone: 816-228-0265



Playground Park

City of Junction City
5th & Eisenhower
Junction City, KS 66441
Contact: Kendall Schoenrock
Phone: 610-608-2788



Wilbur Young Park

City of Blue Springs
1200 SE Adams Dairy Parkway
Blue Springs, MO 64104
Contact: Dennis Doval
Phone: 816-228-0265



Additional Information for Bid Submittal:**7a. Names of staff personnel who will be assigned to the work:**

Jennifer Hawkins - Sales Representative

Matt Terry - Sales Ops Lead

Craig Richardson - Project Manager

Jason Milbradt - Ops and Accounting

7b. Proposed scope of work and schedule:

Demolition and disposal of existing equipment

Excavation and disposal of existing safety surfacing

Installation of new equipment

Installation of safety surfacing

Equipment Lead Time – 12-16 Weeks ARO

Project Duration – 6-8 Weeks

7c. Review of work site prior to bid submittal:

See pages 14-15 for pictures and measurements taken on November 6, 2024

7d. Names of any subcontractors:

TBD - 3 possible crews

ForeverLawn

7e. List of previous experience on similar projects:

Dr. Glen Dey Park - Wichita, KS

13th Street Playground - Andover, KS

Central Park - Andover, KS

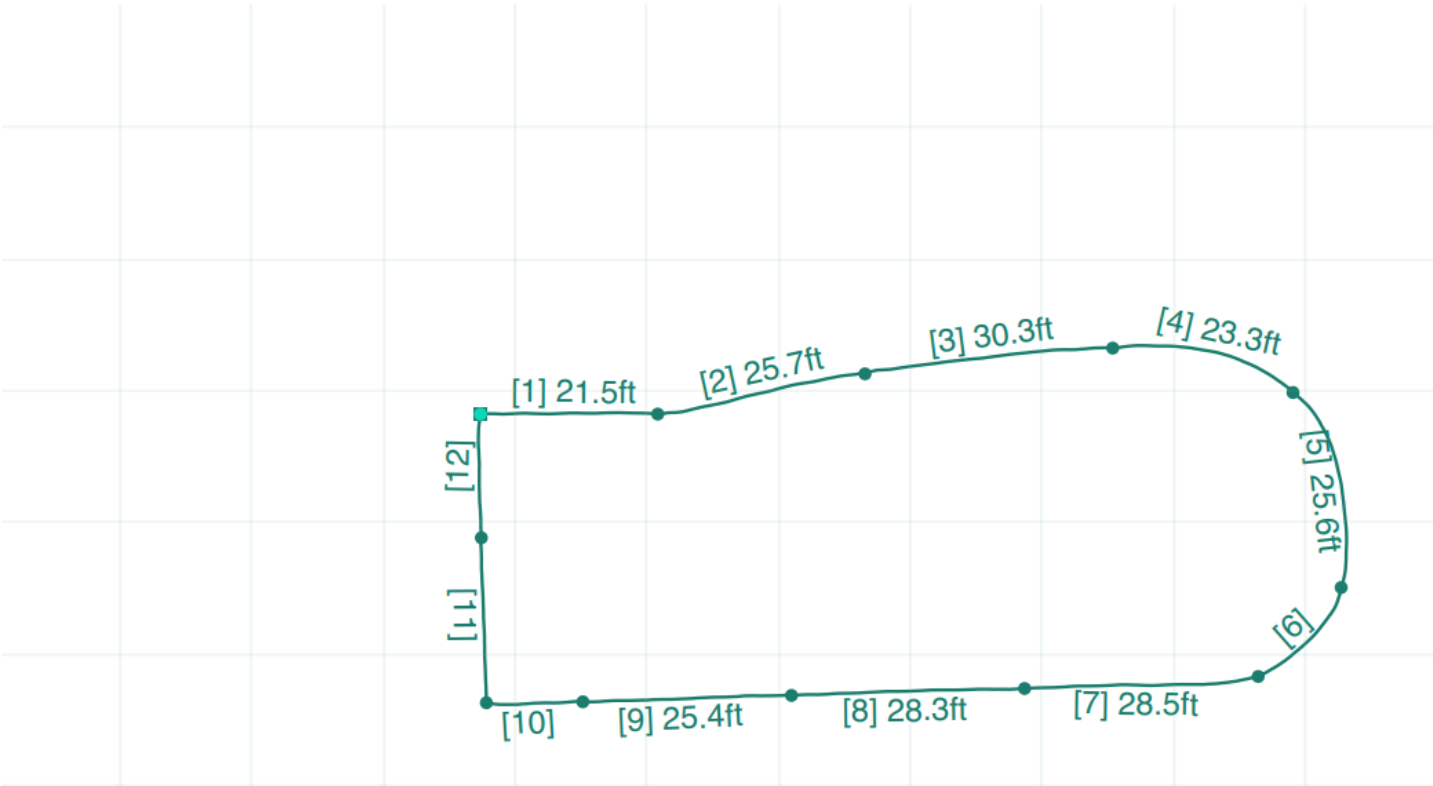
Ray Marsh Elementary - Shawnee Mission, KS

Merriam Park Elementary - Merriam, KS

EAGLE : EAGLE LAKE PARK : PLAN VIEW

270.8ft (3896.6ft²)

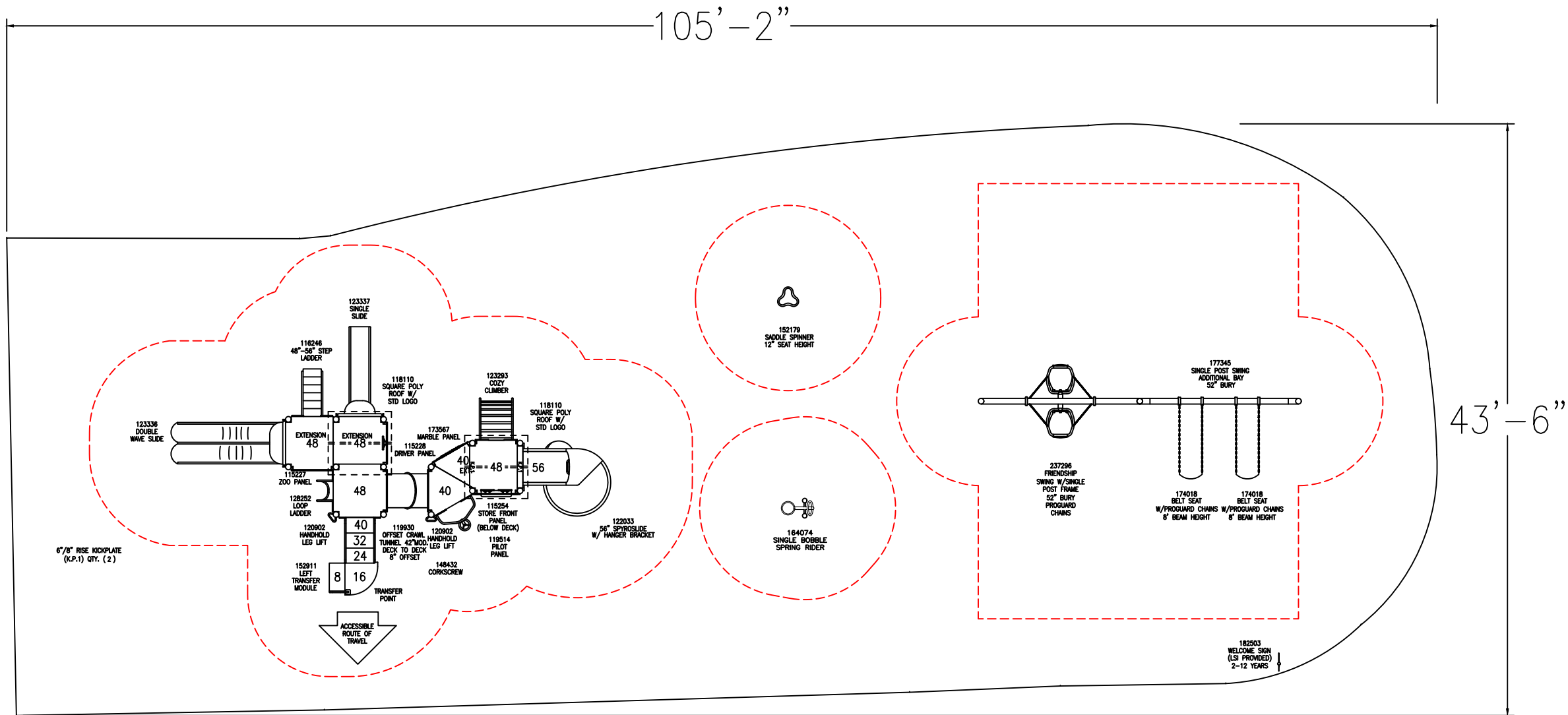
Created on 06 Nov 2024











PlayBooster
(2-12 years)
Max Fall Height: 96 inches

TOTAL ELEVATED PLAY COMPONENTS	11	
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	11	REQUIRED 6
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	REQUIRED 3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4	REQUIRED 4

The play components identified on this plan are IPMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipma.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

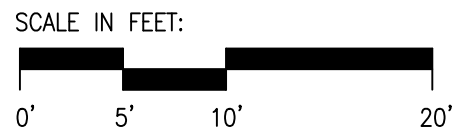
CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

AREA OF ACCESSIBLE/PROTECTIVE LOOSE FILL MATERIAL (ENGINEERED AND PROPERLY SUGGESTED)

DESIGNED BY:
RP

COPYRIGHT: 11/13/24
LANDSCAPE STRUCTURES INC.
601 7th STREET SOUTH
DELANO, MINNESOTA 55328
PH: 888-438-8574
playlsi.com

Date	Previous Drawing #	Initials



Eagle Lake Park
Bel Aire, KS

ATHCO
Jennifer Hawkins

SYSTEM TYPE:
PlayBooster/ Freestanding

DRAWING #:
1191664-01-01





Eagle Lake Park Playground

Made in the U.S.A. Statement

Bel Aire, KS November 19, 2024 1191664-01-01
PLAYBOOSTER (2-12 YEARS)

Proudly made in the U.S.A.

Nearly all of our play products are made in Delano, Minnesota.*
This allows us to maintain control over the quality of the play equipment you purchase. While other manufacturers are increasingly sourcing components from overseas, Landscape Structures equipment is proudly made in the U.S.A.



**Total Product
Made in the U.S.A.**

99%

Calculation includes standard play products only.

*Our fabrication, rotomolding, welding and painting operations in Delano, Minnesota, U.S.A. produce the vast majority of our standard play components.

For a better tomorrow
we play today.®

playlsi.com

Proudly presented by:





Eagle Lake Park Playground

Environmental Statement

Bel Aire, KS November 19, 2024 1191664-01-01 PLAYBOOSTER (2-12 YEARS)

Since January 2008, Landscape Structures has partnered with American Forests to purchase trees which will offset the CO₂ generated in our manufacturing processes. These trees will not only sequester the CO₂, they help filter water, remove air pollution, provide wildlife habitat and improve our natural environment.



CARBON FOOTPRINT OF LANDSCAPE STRUCTURES PRODUCT:

Tons of CO ₂ :	8.47
# of Trees:	25

Carbon Footprint: A measurement of the effect on the climate in terms of the amount of greenhouse gases produced in the Landscape Structures manufacturing process measured in units of carbon dioxide (CO₂).

RECYCLED CONTENT OF LANDSCAPE STRUCTURES PRODUCT:

Steel	1,056 lbs.
Aluminum	454 lbs.
Rubber	0 lbs.
Plastic	270 lbs.
Total Recycled Content:	1,780 lbs.
Total Post-Consumer Recycled Content:	1,130 lbs.
Total Recycled Content (%):	49%
Total Post-Consumer Recycled Content (%):	31%
Total Weight:	3,617 lbs.

Total Recycled Content: Material that has been recovered or diverted from the solid waste stream.

Total Post-Consumer Recycled Content: Material generated by households or commercial, industrial and institutional facilities in their role as end-users. This material can no longer be used for its original intended purposes.

2009 LEED INFORMATION FOR RECYCLED CONTENT:

If you are pursuing LEED certification for your project, please share the following information with your LEED project manager.

Post-Consumer Recycled Weight:	1,130 lbs.
½ Pre-Consumer Recycled Weight:	½ x 650 lbs.
LEED Recycled Fraction Weight:	1,455 lbs.
LEED Recycled Fraction %:	40%
Total Recycled Content Value:	\$26,142.00

Calculations include standard play products only.



Eagle Lake Park Playground

Model Information

Bel Aire, KS November 19, 2024 1191664-01-01
PLAYBOOSTER (2-12 YEARS)



Double Wave Slide



Single Slide



SpyroSlide™



Corkscrew Climber w/Permalene® Handholds



Cozy Climber™ w/Permalene® Handholds



Loop Ladder w/Permalene® Handholds



Step Ladder w/Permalene® Handholds



Offset Crawl Tunnel 8" Offset



Driver Panel (Permalene®)

Models shown include standard play products only.

For a better tomorrow
we play today.®
playlsi.com

Proudly presented by:





Eagle Lake Park Playground

Model Information

Bel Aire, KS November 19, 2024 1191664-01-01
PLAYBOOSTER (2-12 YEARS)



Marble Panel®



Pilot Panel



Storefront Panel (Permalene®)



Zoo Panel



Handhold Leg Lift



Square Poly Roof



Bobble Rider™, Single



Saddle Spinner



Belt Seat w/Chains

Models shown include standard play products only.

For a better tomorrow
we play today.®
playlsi.com

Proudly presented by:





Eagle Lake Park Playground

Model Information

Bel Aire, KS November 19, 2024 1191664-01-01
PLAYBOOSTER (2-12 YEARS)



Friendship® Swing w/Single Post Swing
Frame 52" Bury



Single Post Swing Frame 52" Bury
Additional Bay

Models shown include standard play products only.

For a better tomorrow
we play today.®
playlsi.com

Proudly presented by:



Quote



ATHCO
13500 W. 108th St.
Lenexa, KS 66215
P: 913-469-5600
athco@athcollc.com

Date: 11/18/2024
All prices subject to acceptance within 30 days

Prepared by: Jennifer Hawkins

To accept this quote, sign here and return

TO: City of Bel Aire
Eagle Lake Park
Bel Aire, KS

Payment Terms Net 30 days

Description	QTY	UNIT PRICE	TOTAL
Item A1: Remove and dispose of existing playset	1	\$ -	\$ 4,900.00
Item A2: Remove and dispose of existing sand	1	\$ -	\$ 14,000.00
Item A3: Remove and replace existing swing set*	1	\$ -	\$ 2,100.00
Item B1: Playset and installation: PlayBooster 2-12 Structure Includes: Corkscrew Climber, Cozy Climber, Loop Ladder, Step Ladder, Driver Panel, Marble Panel, Pilot Panel, Storefront Panel, Zoo Panel, (2) Handhold Leg Lifts, 48" Double Wave Slide, 48" Single Slide, 56" SyproSlide, (2) Square Poly Roof, and Welcome Sign	1	\$ -	\$ 75,290.00
Item B2: Spring Rider and installation: Single Bobble Rider	1	\$ -	\$ 1,902.00
Item B3: Standing Spinner and installation: Saddle Spinner**	1	\$ -	\$ 1,214.00
Item B4: Tandem Swing and installation: 2-bay Single Post Swing Set with (1) Friendship Swing and (2) Belt Seats	1	\$ -	\$ 8,340.00
Item B5: Synthetic Turf and installation:	1	\$ -	\$ 77,524.00
		\$ -	\$ -
		\$ -	\$ -
*A3 - line includes remove and dispose of existing swing set		\$ -	\$ -
**B3 - standing spinners are not recommended for ages 2-12, so a seated spinner is quoted		\$ -	\$ -

NOTES: **50% down payment due at time of order; balance to be invoiced upon completion.** Scope of work includes: All items listed above to include: removal and disposal of existing structures and surfacing, delivery and offloading, digging and pouring concrete footers, and labor to install quoted equipment. Does not include any concrete sidewalk or curbing. Assumes 2% grade. **Pricing only valid if all items are purchased and installed at the same time.**

SUBTOTAL	\$ 185,270.00
INSTALLATION OPTION	Included
FREIGHT	Included
SALES TAX - N/A	N/A
Quote Total	\$ 185,270.00

Owner responsible for relocating any utilities at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

Thank you!

PROPOSAL SUBMISSION FORM

City of Bel Aire – Eagle Lake Park Playground Improvements

1. COMPANY NAME Athco

2. ADDRESS (Home Office) 13500 W 108th St Lenexa, KS 66215

3. TELEPHONE NUMBER (office) 913-469-5600 (cell) n/a

4. NUMBER OF FULL-TIME EMPLOYEES 11

5. OWNERSHIP

 Sole Proprietor Other – Please Specify

 X Limited Partnership

PROPOSAL PRICES

Eagle Lake Park Playground Improvements		
ITEM A – Removal and Disposal	QTY	AMOUNT
A1: Remove and dispose of existing playset	1	\$4,900.00
A2: Remove and dispose of existing sand	1	\$14,000.00
A3: Remove and replace existing swing set	1	\$2,100.00
ITEM B – Materials/Installation		
B1: Playset and installation	1	\$75,290.00
B2: Spring Rider (5-12 yr age range and 1 person capacity)	1	\$1,902.00
B3: Standing Spinner (5-12 yr age range and 1 person capacity)	1	\$1,214.00
B4: Tandem Swing (2-person capacity for adult/child) and installation	1	\$8,340.00
B5: Synthetic turf and installation	1	\$77,524.00
TOTAL PRICE	\$	\$185,270.00

Jennifer Hawkins 11-22-2024
Signature of Authorized Representative Date

Jennifer Hawkins/Sales Representative

Name/Title of Authorized Representative

EXHIBIT A - CITY OF BEL AIRE, KANSAS
TERMS AND CONDITIONS

The attached Purchase Order/Quotation/Proposal, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Vendor named on the Purchase Order/Quotation/Proposal.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation/Proposal shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation/Proposal have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Vendor of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Vendor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Vendor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation/Proposal and approved by the City's Governing Body.
8. The City and vendor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.
9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.

Eagle Lake Park – Bel Aire, KS BID

November 22, 2024

Crouch Recreation Proposal Package

Travis Blankenship – (785) 766-8317 – travis@crouchrec.com



***Crouch Recreation** has been established as a recreational equipment provider in Nebraska, South Dakota, North Dakota, Kansas and Iowa. Eric and Nicole Crouch purchased the company in August of 2004 and has established relationships with several manufacturers of quality recreational products including playground structures, scoreboards, park shelters, water play, sports equipment, shade structures, surfacing, site amenities, and more.*

Company Strategy

- **Purpose** To be a leader in the recreation industry by providing enhanced services and quality products.
- **Vision** To provide excellent services that exceeds the expectations of our esteemed customers.
- **Mission statement** To build long term relationships with our customers and provide exceptional customer services by creating recreational environments that are fun, innovative and safe.
- **Core values** We believe in treating our customers with respect. We grow through creativity and compassion. We integrate honesty, integrity, and business ethics into all aspects of our business functioning.
- **Goals** Develop a strong base of key customers. To build a good reputation in the recreation industry and become a key player in the industry.

Scope of Work

Crouch Recreation conducts recreational design and consulting. The company undertakes all design, ordering, installation, and a continued relationship to maintain a safe environment for our customers.

7) BID request information:

- a) VersaSport will be doing the installation for Kompan playground equipment and turf. They are located in Wichita, KS and very close to Bel Aire.*
- b) Kompan Equipment lead time is 10-12 weeks. Installer will show up before equipment arrives to have site prep. Once equipment is installed, turf will follow and the project will be completed. Overall project time would be around 4-6 weeks depending on the weather.*
- c) I will visit the site with the installer before work would start. I am also planning on visiting City of Bel Aire, KS in the next month.*
- d) VersaSport: Brandon Culp – (316) 250-3607*
- e) Bashor Civic Campus Park – Basehor, KS. Black Bob Park- Olathe, KS. Deanna Rose Children Farmstead, Overland Park, KS.*

Bond Documentation is attached in email, shows we have coverage. Also quote is below, with Kompan warranty for Equipment.



Crouch Recreation
1309 South 204th Street #330
Elkhorn, NE 68022
www.crouchrec.com
800-747-7528



1309 S 204th Street #330
Elkhorn, NE 68022
(402) 496-2669

QUOTE

Quote Number	00000421	Issued Date	11/21/2024
Quote Name	Eagle Lake Park	Expiration Date	12/21/2024
Account Name	City of Bel Aire 5251 East 48th Street North Bel Aire, KS 67220	Name	Brian Hayes reccenter@belaireks.gov
Payment Terms	50% Down, Remainder Upon Receipt	Sales Rep	Travis Blankenship travis@crouchrec.com +1 7857668317

#	PRODUCT/SERVICE	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Kompan	Kompan Equipment: PCE410133-0901 DENALI WITH SHADING SKY - INGROUND	1	\$90,670.00	\$90,670.00
2	Kompan	ELE400002-01DT RACER - GREENLINE INGROUND 40CM	1	\$1,320.00	\$1,320.00
3	Kompan	GXY801421-3717 Spica 1 In-ground 90cm	1	\$2,750.00	\$2,750.00
4	Kompan	Kompan Freight	1	\$8,732.00	\$8,732.00
5	Versasport	Safety Surfacing/Synthetic Turf- SF: 4200 for 7'3" fall height. Includes geotextile separation fabric, gravel base, sub surface drainage, 2.25" foam pad, IPEMA Certified synthetic turf, Envirofill infill, freight and installation. X Grass Prime turf. Removal and haul off of existing sand surfacing	1	\$71,252.00	\$71,252.00
6	Versasport	Playground Installation	1	\$10,940.00	\$10,940.00

Notes:	Total Price	\$185,664.00
	Tax	\$0.00
	Grand Total	\$185,664.00
	Deposit Amount	\$92,832.00

PROJECT DETAILS		
Bill to Address	Ship to Address	Project Address
Brian Hayes reccenter@belaireks.gov 5251 East 48th Street North Bel Aire, KS 67220	Brian Hayes reccenter@belaireks.gov 5251 East 48th Street North Bel Aire, KS 67220	5251 East 48th

WARRANTY

WE HAVE INDUSTRY-LEADING WARRANTIES



LIFETIME* Warranty

- Hot-Dip galvanized parts
- Stainless steel parts
- EcoCore™ and other high-density polyethylene (HDPE) parts

KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms & delivery conditions apply and supplement this warranty.



15-year warranty

- High-pressure laminate (HPL) parts
- Aluminum parts



10-year warranty

- Painted surface on galvanized or aluminum metal parts
- Pre-galvanized posts with painted top layer
- Electrogalvanized metal parts
- Solid plastic parts
- Wood-plastic composite parts
- Robinia, Siberian larch, pine, & other wood types
- Stainless Steel Slides
- Transparent Poly Carbonate (PC) parts
- Hollow plastic parts
- Rope and net constructions



5-year warranty

- Resin coated plywood parts
- Springs & ball bearing assemblies
- Graphic print on transparent PC panels
- Concrete parts
- Galaxy connection balls



2-year warranty

- Moveable plastic & metal parts
- Rubber membranes
- Screens and electronic parts
- Sunshades & sail solutions

WARRANTY COVERAGE

This warranty applies to KOMPAN's products and spare parts for the time periods described for each product type above and with the limitations described in this warranty. The warranty period applies from the date of purchase by the first customer. This warranty covers only defects in materials. KOMPAN's liability under this warranty is limited to repair or replacement of defective products, without charge, at KOMPAN's discretion. Defective electronic components will be delivered and changed by a KOMPAN ICON Professional installer free of charge.

PROPER INSTALLATION AND MAINTENANCE

The warranty only applies if KOMPAN's products have been installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. The warranty for the ICON electrical components are dependent on those products being installed by an ICON trained and approved installer.

WARRANTY EXCLUSIONS

This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism. Natural changes in wood over time are considered cosmetic issues and not covered.

SAFETY STANDARDS

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification service whereby a designated independent laboratory, TÜV SÜD Amenia Inc., (TUV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playplaces and Equipment, except clauses 10 and 11; or both. A list of current validated products and components may be viewed at www.ipema.org.

NEAR WATER INSTALLATIONS

Products installed in direct contact with chlorinated water or saltwater (waterparks), or products installed within 650 feet from the shore are not covered by the KOMPAN warranty for any defects caused by corrosion.

Specially designed products (handled Variant department for customized products and upgraded to corrosion class C4) installed within 650 feet from the shore will be covered by 5 years of warranty in relation to structural defects caused by corrosion.

THIRD-PARTY SUPPLIED PRODUCTS & SERVICES

KOMPAN provides non-KOMPAN branded products and installation services performed by certified third-party suppliers. This general KOMPAN warranty does not apply to such non-KOMPAN branded products and installation services, which may carry their own warranties. KOMPAN will pass on information on such warranties where possible.

FREIGHT AND WAREHOUSING

Global transport and logistics arranged by KOMPAN appointed forwarder. Products/items are not to be stored outside waiting for installation and must be kept dry at all times.



KOMPAN®

KOMPAN, Inc | 605 W. Howard Lane | Suite 101 | Austin, TX 78753 | 1-800-426-9788













November 22, 2024

RE: Crouch Recreation Inc.
City of Bel-Aire, KS

To whom it may concern:

Gene Lilly Surety Bonds, Inc. is the surety bonding agency for Crouch Recreation Inc. of Elkhorn, NE. We have historically supported projects in the \$750,000 single project and \$3,000,000 aggregate value range. These values are by no means to be considered a limit.

Our surety is Hudson Insurance Company; they are on the current U S Treasury Listing of Certified Sureties and have an A M Best rating of "A+ (Superior)".

Should Crouch Recreation be awarded a contract and Performance/Payment bonds be required, we are in position to provide such bonds as needed. This would be under our normal underwriting requirements at the time of the request and upon review of the contract and bond documents. This is a final matter between Crouch Recreation and our surety company, Hudson Insurance Company. This document is not to be considered as a bid bond.

If you have any questions or we can provide additional assistance, please do not hesitate to contact our office.

Best Regards,
GENE LILLY SURETY BONDS, INC.



Thomas L. King

TLK/smw

Quote Number	00000421	Issued Date	11/21/2024
Quote Name	Eagle Lake Park	Expiration Date	12/21/2024
Account Name	City of Bel Aire 5251 East 48th Street North Bel Aire, KS 67220	Name	Brian Hayes reccenter@belaireks.gov
Payment Terms	50% Down, Remainder Upon Receipt	Sales Rep	Travis Blankenship travis@crouchrec.com +1 7857668317

#	PRODUCT/SERVICE	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Kompan	Kompan Equipment: PCE410133-0901 DENALI WITH SHADING SKY - INGROUND	1	\$90,670.00	\$90,670.00
2	Kompan	ELE400002-01DT RACER - GREENLINE INGROUND 40CM	1	\$1,320.00	\$1,320.00
3	Kompan	GXY801421-3717 Spica 1 In-ground 90cm	1	\$2,750.00	\$2,750.00
4	Kompan	Kompan Freight	1	\$8,732.00	\$8,732.00
5	Versasport	Safety Surfacing/Synthetic Turf- SF: 4200 for 7'3" fall height. Includes geotextile separation fabric, gravel base, sub surface drainage, 2.25" foam pad, IPEMA Certified synthetic turf, Envirofill infill, freight and installation. X Grass Prime turf. Removal and haul off of existing sand surfacing	1	\$71,252.00	\$71,252.00
6	Versasport	Playground Installation	1	\$10,940.00	\$10,940.00

Notes:	Total Price	\$185,664.00
	Tax	\$0.00
	Grand Total	\$185,664.00
	Deposit Amount	\$92,832.00

PROJECT DETAILS		
Bill to Address	Ship to Address	Project Address
Brian Hayes reccenter@belaireks.gov 5251 East 48th Street North Bel Aire, KS 67220	Brian Hayes reccenter@belaireks.gov 5251 East 48th Street North Bel Aire, KS 67220	5251 East 48th

CONDITIONS

Agreement and Acceptance Upon acceptance, Crouch Recreation will perform the services described in the agreement. Any additional services requested that are not disclosed or specifically written in the agreement will incur additional costs.

Payment Terms All invoices for services described are payable per the payment terms listed on the Agreement. Electronic Payment (QuickBooks), Check and Credit Card (3% Fee) are all acceptable payment methods.

Taxes The owner is responsible for payment of all applicable federal, state, and local taxes and assessments (including sales, use and similar taxes) levied on the transaction. No tax exemption will be recognized unless a valid exemption certificate is provided at time of acceptance.

Late charge Any invoice unpaid after the due date will begin to accrue interest after the due date until the invoice is paid at the lesser of one and a half (1.5%) per annum or the highest lawful rate.

Schedule The schedule will be determined at the time of acceptance of the agreement.

Deliveries Production lead times vary depending on the complexity of the project and current workload. The delivery dates provided are estimates and not guaranteed. The Seller shall not be liable for delays due to factors beyond its control, including but not limited to acts of nature, material shortages, or transportation delays.

Installation The Customer shall provide access to the installation site and ensure it is prepared according to specifications. Crouch Recreation shall not be responsible for unanticipated site conditions, including but not limited to underground utilities, hidden obstacles, or structural deficiencies, unless such conditions were reasonably discoverable through routine inspections. The Customer shall be responsible for identifying and marking the location of any underground private utilities prior to installation. Crouch Recreation shall not be liable for damage to underground private utilities, property or irrigation systems resulting from the installation process.

Custom Design & Approval Crouch Recreation will provide the Customer with design proof for approval before production begins. Once approved, changes to the design may result in additional charges and delays in production and installation.

SIGNATURE		
Signature	Name	Date

PROPOSAL SUBMISSION FORM

City of Bel Aire – Eagle Lake Park Playground Improvements

1. COMPANY NAME Fry & Associates
2. ADDRESS (Home Office) 101 E 15th Ave Kansas City, MO 64116
3. TELEPHONE NUMBER (office) (816) 221-4825 (cell) _____
4. NUMBER OF FULL-TIME EMPLOYEES 13
5. OWNERSHIP
- _____ Sole Proprietor _____ Other – Please Specify
- _____ Limited Partnership

PROPOSAL PRICES

Eagle Lake Park Playground Improvements		
ITEM A – Removal and Disposal	QTY	AMOUNT
A1: Remove and dispose of existing playset	1	
A2: Remove and dispose of existing sand	1	
A3: Remove and replace existing swing set	1	
ITEM B – Materials/Installation		
B1: Playset and installation	1	53978
B2: Spring Rider (5-12 yr age range and 1 person capacity)	1	530
B3: Standing Spinner (5-12 yr age range and 1 person capacity)	1	1047
B4: Tandem Swing (2-person capacity for adult/child) and installation	1	1140
B5: Synthetic turf and installation	1	104461
TOTAL PRICE	\$	161156

Tim Grimes
Signature of Authorized Representative

11-21-2024
Date

Eagle Lake Park Playground Replacement Bid

Fry & Associates Personnel

Tim Grimes, Account Representative

Jack Fry, Project Coordinator

Edmundo Chacon, Site Supervisor/Foreman

Scope

Supply and install playground equipment. Supply and install synthetic turf. Work to begin approximately 12 weeks after receipt of order. Approximately 2 weeks installation time.

Subcontractors

ForeverLawn South Central Kansas (synthetic turf)

Playground References

Phillipsburg Elementary

300 Nebraska Ave

Phillipsburg, KS

Crystal Laurin

785-434-4678

Ware Elementary

6975 Thomas Ave

Ft. Riley, KS 66442

Michael Eichhorn

785-717-4051

Zendale Park

955 Tabor Valley Rd

Manhattan, KS 66502

Diane Hoobler

785-565-8201

Plainville Early Childhood

203 SE Cardinal Ave

Plainville, KS 67663

Lisa Gehring

785-434-4678

City of Bel Aire

STAFF REPORT

DATE: 11/25/2024

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

STAFF COMMUNICATION	
FOR MEETING OF	12/03/24
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

PUD-24-07 (previously PUD-24-03). Zone change request in the City from Single-Family Residential District (R-4) to a Planned Unit Development Residential District (R-PUD) to create the Bristol Hollows Addition R-PUD, for the purpose of bringing structures that were conforming in 2020, but made non-conforming due to lot splits in 2023 that were completed without City notice and approval, generally located at 53rd Street North and Bristol Street.

The city placed an ad in the Ark Valley Newspaper as required by the city code. The affidavit of publication is in the packet. The PUD process required notification of surrounding property owners.

City staff met with the applicants to finalize details that was important for the process.

History

The property has been zoned R-4 since 2008 and was replatted in 2020. The R-4 zoning district has a 10’ side yard setback requirement.

Without knowledge of our processes, the developer hired a surveying company that completed a metes and bounds survey to split the lots. This survey was filed with the Sedgwick County Register of Deeds Office, which accepted and processed the lot split.

The discovery of lot splits outside of the city process changed how a single structure defined in the city building and zoning code could be divided into two single structures. The agreements and understanding of use were changed. The zoning code and building code issues created within the Bel Aire is not a new problem in the region for other jurisdictions.

Final plat of Bristol Hollows was approved in November 2019. Final plat document was approved by City Council December 2019.

A Development Agreement was approved by City Council and signed on April 7, 2020. Key elements of the Development Agreement:

Review Factors:**1. The character of the neighborhood;**

The City of Kechi and county are rural residential. Bel Aire has housing that is built and utilized for the current zoning R-4 residential duplex design. The senior housing south of the PUD area is a low impact residential multi-family use.

2. The zoning and uses of nearby properties;

- North- Rural residential, Agriculture
- East-R-4 and R-5.
- South-R-4 single family with reduced side yard setbacks,
- West-R-4, Agriculture

3. The suitability of the subject property for the uses to which it has been restricted;

The City of Bel Aire 2018 Master Growth Plan is in line with the existing and proposed uses.

4. Extent to which removal of the restrictions will detrimentally affect nearby property;

There are no adverse changes to nearby properties based on the approved City of Bel Aire 2018 Master Growth Plan.

5. Length of time the property has remained vacant as zoned;

The PUD area was vacant for 16 years- 2008 to 2024.

6. Relative gain to the public health, safety, and welfare by the destruction of the value of petitioner's property as compared to the hardship imposed upon the applicant;

The City of Bel Aire will gain affordable single-family housing with each family responsible as owners. Ownership adds value to neighborhoods and to the city.

7. Conformance of the requested change to the adopted or recognized Comprehensive (master plan) being utilized by the city.

The city 2018 Master Growth Plan is in line with the existing and proposed uses.

8. Impact of the proposed development on community facilities.

City installed a lift station and has prepared for development in this area. The city has required separate water and sewer for each unit. Community facilities are in place with no adverse impact.

9. Opposition or support of neighborhood residents. By itself this factor is not a sufficient reason to approve or deny a request.

Letter from a property owner in the notification area concerned that construction was going to be very dense. They reviewed the case and were satisfied with the development.

10. Recommendations of professional staff:

Staff recommends APPROVAL WITH MODIFICATIONS of the zone change request from Single-Family Residential District “R-4” to a Planned Unit Development Residential District “R-PUD” in PUD-24-07 (previously PUD-24-03), and the following conditions be attached to this recommendation:

- A. An updated plat depicting the Bristol Hollows Addition R-PUD shall be provided for council consideration, and if approved by council, it will be attached to the ordinance as Exhibit A; and,
- B. The platter’s text in Exhibit A will reference additional documents, such as; the Restrictive Covenants, First Amendment to the Original Development Agreement, Wall Agreement, and Easement Agreement Re: Access to Power Meter. Those documents will be incorporated by reference, to the Bristol Hollows Addition R-PUD and ordinance; and
- C. The applicant shall file the ordinance and all documents incorporated by reference to the Bristol Hollows Addition R-PUD, with the Sedgwick County Register of Deeds. Proof of filings shall be provided to the Bel Aire City Clerk, within 30 days of filing with the Sedgwick County Register of Deeds.

Excerpt of Draft Minutes



MINUTES PLANNING COMMISSION 7651 E. Central Park Ave, Bel Aire, KS November 14, 2024 6:30 PM



- I. **Call to Order-** Vice-Chairperson Phillip Jordan called the meeting to order at 6:39 p.m.
- II. **Announcement:** As of October 9, 2024, Chairman James Schmidt resigned from the Planning Commission. The Mayor has been notified and will begin the process of appointing a new member of the Commission.

III. Roll Call

Commissioners John Charleston, Edgar Salazar, Phillip Jordan, and Paul Matzek were present. Commissioners Dee Roths and Daryk Faber were absent.

Also present were City Attorney Maria Schrock, City Engineer Anne Stephens, and Director of Community Development Paula Downs.

IV. Pledge of Allegiance to the American Flag

Vice-Chairperson Jordan led the pledge of allegiance.

V. Consent Agenda

A. Approval of Minutes from Previous Meeting

MOTION: Commissioner Charleston moved to approve the minutes of September 12, 2024. Commissioner Matzek seconded the motion. *Motion carried 4-0.*

MOTION: Commissioner Matzek moved to approve the minutes of October 10, 2024. Commissioner Charleston seconded the motion. *Motion carried 4-0.*

VI. Announcement

- A. **Kansas Open Meetings Act (KOMA) Review**
- B. **Golden Factors review**

City Attorney Maria Schrock gave a brief presentation on the Kansas Open Meeting Act and the Golden Factors.

VII. Old Business/New Business

- A. **PUD-24-07 (previously PUD-24-03): Zone change request in the City from Single-Family Residential District (R-4) to a Planned Unit Development Residential District (R-PUD) to create the Bristol Hollows Addition R-PUD, for the purpose of bringing structures that were conforming in 2020 and made non-conforming in 2023, due to lot splits that were completed without City notice and approval, generally located at 53rd Street North and Bristol Street.**

Vice-Chairperson Phillip Jordan announced the item and reviewed ground rules for the public hearing. Before proceeding with the public hearing, he asked the Commission if any member intended to disqualify themselves from participating in the case because they or a relative own property in the area of notification or have conflicts of interest. No one was disqualified.

Vice-Chairperson Philip Jordan noted that proper notice of this hearing was published at least 20 days before the hearing on the City's website and in the Wichita Eagle. Notices were also mailed to the applicant and all of the real property owners of record, listed on the security title, in the area of notification on October 25, 2024.

Vice Chairperson Philip Jordan asked if anyone on the Commission had received any ex parte verbal or written communications prior to this agenda item, which they would like to share. The Commissioners responded that they had not.

City staff gave a brief report on this case and referenced the staff report on this item provided in the Commission's information packet for this meeting.

Vice-Chairperson Jordan called upon the applicant to make his/her presentation on the request and any response to the City staff report. Ken Lee, Garver, spoke on behalf of the applicant and stood for questions from the Commission. The primary change to the PUD was to add "Residential" into the document. The other changes were to documents outside of the PUD, in order to provide clarity. Modifications were made to the Restrictive Covenants to address protections for the residents. The developer proposes that the buildings be viewed as condominiums, so that a less-restrictive wall design is required. The documents also address resident's rights to access utility meters.

City Attorney Maria Schrock commented on Ken Lee's comments regarding the proposed firewall standard. Ms. Schrock referred to the October 15th City Council meeting in which firewall standards were discussed. At that hearing, the City building inspector stated that he had no concerns with the safety of the current walls. Since the hearing, City staff have reached out to the Sedgwick County Fire Department for advice. The Sedgwick County Fire Department offered

p. 2 of 3

suggestions: have a fire extinguisher on hand and use caulking over any penetrations to the wall. Phil Ruffo has agreed to add those things to the Restrictive Covenants, the First Amendment, or to a wall agreement. Regarding residents' access to power meters, Mr. Ruffo agreed to add language to the documents to allow for an easement to access power meters.

City Attorney Maria Schrock submitted Exhibit A to the Commissioners and described it. Exhibit A is a basic plat diagram of the Bristol Hollows Addition that includes text that states the diagram will include a reference to the Restrictive Covenants, First Amendment to the original development agreement, the wall agreement and an easement agreement regarding access to power. If anyone wants to purchase a property, it will be easy to see these documents.

Representative Ken Lee requested that the Commission consider allowing only one tree on each lot, instead of the two trees per lot required in the zoning code.

Vice-Chair Philip Jordan announced that the public comments section of the hearing was open and anyone wishing to make comments could come forward at this time. No one requested to speak, so the public comments section was closed. Staff confirmed that no written comments had been received.

The Commission then deliberated. Commissioners commented that considering the small lot size, it would be acceptable to have one street tree on each lot. They also cited several of the Golden Factors as they relate to this application including:

- The Character of the Neighborhood,
- The Zoning and Uses of nearby properties supports development;
- The Relative gain to the public health, safety, and welfare by the destruction of the value of petitioner's property as compared to the hardship imposed upon the applicant;.
- The Conformance of the requested change to the adopted or recognized Comprehensive (master plan) being utilized by the city;
- The Impact of the proposed development on community facilities.

Commissioners also cited the recommendation of professional staff as a contributing factor in their decision.

MOTION: Vice-Chairperson Jordan moved thus:

Having considered the evidence at the hearing and the factors to evaluate the application, I move we recommend to the City Council that the zone change request from Single-Family Residential District "R-4" to a Planned Unit Development Residential District "R-PUD" in PUD-24-07 (previously PUD-24-03) be approved with modifications based on findings as listed in the staff report, and the condition of one tree in the front of each unit, as recorded in the summary of this hearing, And the following conditions be made a part of this recommendation:

- A. An updated plat depicting the Bristol Hollows Addition R-PUD shall be provided for council consideration, and if approved by council, it will be attached to the ordinance as Exhibit A; and,
- B. The platter’s text in Exhibit A will reference additional documents, such as; the Restrictive Covenants, First Amendment to the Original Development Agreement, Wall Agreement, and Easement Agreement Re: Access to Power Meter. Those documents will be incorporated by reference, to the Bristol Hollows Addition R-PUD and ordinance; and
- C. The applicant shall file the ordinance and all documents incorporated by reference to the Bristol Hollows Addition R-PUD, with the Sedgwick County Register of Deeds. Proof of filings shall be provided to the Bel Aire City Clerk, within 30 days of filing with the Sedgwick County Register of Deeds.

Commissioner Matzek seconded the motion.

Motion carried 4-0.

(Other Proceedings)

X. Adjournment

MOTION: Vice-Chairperson Jordan moved to adjourn. Commissioner Salazar seconded the motion. *Motion carried 4-0.*

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7 ORDINANCE NO. _____

9 AN ORDINANCE APPROVING THE RECOMMENDATION OF THE BEL AIRE
0 PLANNING COMMISSION RECOMMENDING CHANGING THE ZONING
1 DISTRICT OF CERTAIN LANDS LOCATED WITHIN THE CORPORATE CITY
2 LIMITS OF THE CITY OF BEL AIRE, KANSAS UNDER THE AUTHORITY
3 GRANTED BY THE ZONING REGULATIONS OF THE CITY.

5 WHEREAS, the Governing Body of the City of Bel Aire, Kansas (the "City") has received
6 a recommendation from the Bel Aire Planning Commission for Case No. PUD-24-07
7 (previously PUD-24-03); and

9 WHEREAS, the Governing Body finds proper notice was given and a public hearing
10 was held for Case No. PUD-24-07 (previously PUD-24-03) on November 14, 2024, all as
11 provided by law and under authority and subject to the provisions of the Zoning Regulations
12 of the City.

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

SECTION 1. The Governing Body adopts the recommendation of the Bel Aire Planning Commission and approves the zone change request from Single-Family Residential District "R-4" to a Planned Unit Development Residential District "R-PUD" to create the Bristol Hollows Addition Planned Unit Development Residential District (the "Bristol Hollows Addition R-PUD").

Legal Description

4 Lots 1 through 19, Block A, and Lots 1 through 21, Block B, Bristol Hollows Addition
5 to the City of Bel Aire, Sedgwick County, Kansas.

57 General Description

53rd Street North and Bristol Street, Bel Aire, Sedgwick County, Kansas

The Bristol Hollows Addition R-PUD is subject to the following restrictions, conditions or limitations, and such restrictions, conditions or limitations shall supersede any portion of the application in conflict therewith:

1. The Bristol Hollows Addition R-PUD is created as depicted in Exhibit A and incorporated herein, by reference; and,
2. The platter's text in Exhibit A references additional documents, such as; the Restrictive Covenants, First Amendment to the Original Development Agreement, Wall Agreement, and Easement Agreement Re: Access to Power Meter. These documents are incorporated by reference herein and to the Bristol Hollows Addition R-PUD; and,
3. The applicant shall file the ordinance and all documents incorporated by reference to the Bristol Hollows Addition R-PUD, with the Sedgwick County Register of Deeds. Proof of filings shall be provided to the Bel Aire City Clerk, within 30 days of filing with the Sedgwick County Register of Deeds.

SECTION 2. This Ordinance shall take effect and be in force from and after its adoption by the Governing Body of the City, approval by the Mayor, and publication once in the official city newspaper.

SECTION 3. The City Clerk will file this Ordinance with the Sedgwick County Register of Deeds.

[Remainder of this page intentionally left blank]

74 PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire,
75 Kansas on this _____ day of _____, 2024.

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78 CITY OF BEL AIRE, KANSAS

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Jim Benage, Mayor

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85 ATTEST:

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Melissa Krehbiel, City Clerk

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92 APPROVED AS TO FORM:

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Maria A. Schrock, City Attorney

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EXHIBIT A

Section XII, Item D.

BRISTOL HOLLOWES ADDITION R-PUD

1" = 200'

Proposed
R-PUD Area



R-PUD LEGAL DESCRIPTION

Lots 1-19, Block A
 Lots 1-21, Block B
 Bristol Hollowes, City of Bel Aire,
 Sedgwick County, Kansas

These additional documents are incorporated by reference
 herein and to the Bristol Hollowes Addition R-PUD:
 Restrictive Covenants
 First Amendment to the Original Development Agreement
 Wall Agreement
 Easement Agreement Re: Access to Power Meter

R-PUD INFORMATION

Gross Area of PUD: 13.1 Acres
 Total Number of Lots: 40
 Total Number of Dwelling Units: 80
 Predominant Lot Width: 78 feet
 Minimum Lot Width: 25 feet (measured at setback)
 Predominant Lot Area: 9,980 sf
 Minimum Lot Area: 4,000 sf

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1995 Midfield Road
 Wichita, KS 67209
 (316) 264-8008

BRISTOL HOLLOWES R-PUD
 City of Bel Aire
 Sedgwick County, Kansas

R-PUD EXHIBIT

FIGURE NUMBER

SHEET
 NUMBER

342

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND DISCLOSURES FOR
BRISTOL HOLLOWS PHASE II**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES FOR Bristol Hollows Phase II (“Declaration”) is made effective the 23rd day of December, 2023, by Double Down Developers, LLC, a Kansas limited liability company (hereinafter referred to as the “Developer”).

WITNESSETH, THAT:

WHEREAS, Developer deems it desirable to adopt and establish covenants, conditions and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (as hereinafter defined); and

WHEREAS, it is desirable to establish binding covenants, conditions and restrictions applicable to the Property for the proper development thereof, adequate maintenance and government of the Common Area (as hereinafter defined), and to specify the rights and obligations of the Developer and the Owners (as hereinafter defined); and

WHEREAS, the Association (as hereinafter defined) will be incorporated for the purpose of exercising certain powers and functions hereunder; and

WHEREAS, Developer will convey title to all of the Lots (as hereinafter defined), subject to the covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, Developer hereby covenants, agrees and declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are hereby declared to be for the benefit of all of the Property described herein and the Owners thereof, their successors and assigns.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

1.1 “Articles” shall mean the Articles of Incorporation of the Association which shall be filed in the office of the Secretary of State of Kansas, as such Articles may be amended from time to time.

1.2 “Association” shall mean and refer to the Bristol Hollows Homeowners’ Association (or such other corporate name as Developer shall hereafter select), a nonprofit corporation, incorporated under the laws of the State of Kansas, its successors and assigns.

1.3 “Association DRC” shall mean and refer to the Design Committee responsible for all matters pertaining to fences; certain drainage matters; and for construction and modifications of Structures following completion of the initial residence and related improvements on Lots, all as referenced in Section 8.1 hereof, together with other responsibilities as provided elsewhere herein.

1.4 “Board” shall mean and refer to the Board of Directors of the Association.

1.5 “Bylaws” shall mean the Bylaws of the Association as such Bylaws may be amended from time to time.

1.6 “Common Area” shall mean those portions of the Property for the common use and enjoyment of the Members of the Association, as follows as the same may be modified from time too time by additions or removals as permitted hereunder:

Reserve B, Bristol Hollows Addition, City of Bel Aire, Sedgwick County,
Kansas

1.7 “Design Committee” shall mean the Association DRC and/or New Construction DRC, as applicable, according to the context.

1.8 “Developer” shall mean Double Down Developers, LLC, a Kansas limited liability company, and its successors and assigns. If Developer assigns less than all of its rights, obligations and interests to one or more entities, the term “Developer” as used herein shall thereafter refer to both the Developer and all successor developers unless the context clearly means otherwise.

1.9 “Lot” shall mean and refer to each platted Lot within the Property upon which there may be constructed a residence; provided, that where land has been attached to or detached from any Lot, the enlarged or diminished Lot shall be deemed to be a Lot hereunder; provided, if two or more Lots are combined into a single residential site assessments or charges hereunder shall continue to be assessed or changed for each platted Lot.

1.10 “Member” shall mean and refer to every person or entity who or which is an Owner of a fee or undivided fee interest in any Lot, but not including any Owner who has sold their interest in a Lot under an executory contract and no longer has possession of the Lot. During the time any such executory contract is in force, the contract vendee shall be considered to be the Member rather than the contract seller. When more than one person holds an interest in a Lot, all such persons shall be Members.

1.11 “New Construction DRC” shall mean and refer to the Design Committee responsible for all matters pertaining to the construction of the initial residence and related improvements as referenced in Section 8.1 hereof, together with other responsibilities as provided elsewhere herein.

1.12 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.13 “Property” shall mean and refer to all of the property described as follows, together with such other land as may be added and excluding land removed hereunder by the terms of this Declaration:

Bristol Hollows Addition, City of Bel Aire, Sedgwick County, Kansas

1.14 “Structure” shall mean and include any thing or device, the placement of which upon any Lot may affect the drainage or appearance of such Lot, including, by way of illustration and not limitation, any building, garage, gazebo, porch, shed, greenhouse or bathhouse, covered or uncovered patio, screening materials, swimming pool, tennis court, light pole, clothesline, sandbox, radio or television antenna, fence, curbing, paving, wall, satellite dish, signboard, mailbox and related structure, or any temporary or permanent improvement to such Lot. “Structure” shall also include any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the flow of surface water from, upon or across any Lot, in accordance with the master drainage and grading plan for the Property as referenced below, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and any change in the grade of any Lot other than in accordance with drainage guidelines, standards and plans established by the Developer, the appropriate Design Committee, the municipality having jurisdiction over the Property or the Lot-specific drainage plan referenced in Section 5.24, whichever are most stringent.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. The Association shall have as Members only Owners. All Owners shall, upon becoming such, be deemed automatically to have become Members, and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of any Lot.

2.2 Voting Rights. All Members, so long as they shall qualify under this Article II, shall be entitled to vote on each matter submitted to a vote at a meeting of Members. Each Member of the Association shall have one (1) vote for each Lot owned by the Member, subject to the following exceptions and conditions:

A. When any such Lot is owned or held by more than one (1) Member as tenants in common, joint tenancy or any other manner of joint or common ownership or interest, such Members shall collectively be entitled to only one (1) vote relative to such Lot, and if such Members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot. Fractional votes shall be permitted, but in no event shall more than one vote be cast with respect to any Lot.

B. Any Member who is in violation of this Declaration (including, but not limited to, the failure to timely pay assessments or other sums due hereunder), as determined by the Board, shall not be entitled to vote during any period in which such violation continues. The Board shall be the sole judge of the qualifications of each Member to vote and the right to participate in meetings and proceedings of the Association.

C. Notwithstanding the foregoing, Developer shall be entitled to six (6) votes for each single Lot owned by it.

D. The Board shall adopt such Bylaws, consistent with the terms hereof, the Articles and the laws of the State of Kansas, as it deems advisable for any meeting of Members with regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and such other matters concerning the conduct of meetings and voting as it shall deem proper.

2.3 Formation. Developer shall form the Association promptly following recordation hereof and shall convey legal title to the Common Area to the Association. Developer shall convey the Common Area to the Association by special warranty deed, in an "AS IS" condition subject to all easements, rights-of-way, mortgages, encumbrances, and liens for non-delinquent ad valorem taxes and special assessments. At such time as residences are occupied on five Lots, the Developer shall appoint residents to serve on the Board along with a representative of Developer. Promptly thereafter, the Board shall elect the officers and adopt the bylaws of the Association. The Board shall diligently carry on the duties of the Association as specified in this Declaration.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA; MAINTENANCE

3.1 Members' Easements of Enjoyment. Every Member shall have a nonexclusive right and easement in and to the Common Area, and such easement shall be appurtenant to and shall pass with every Lot, subject to the following provisions and to the other provisions of this Declaration:

A. The right of the Board to establish rules and regulations regarding the activities on or uses of the Common Area and to restrict or eliminate some or all types of activities or uses thereof;

B. The right of the Board to limit the number of guests of Members;

C. The right of the Board, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and to mortgage the Common Area; provided that the rights of such mortgagees shall be subordinate to the rights of the Members;

D. The right of the Board to suspend the use of the Common Area and any recreational facilities thereon by a Member and his family for any period during which any assessment against his or her Lot remains unpaid and delinquent, and for a period not exceeding sixty (60) days for any single infraction of the rules and regulations of the Association. The Board shall have the right to employ third parties on behalf of the Association and to delegate to such parties the right to determine whether violations of this Declaration or rules or regulations have occurred with regarding to the Common Area;

E. The right of the Board to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Area;

F. The right of the Board, on behalf of the Association, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Board; and

G. The covenants and restrictions contained herein.

3.2 Extension of Rights. A Member's right of enjoyment in the Common Area shall automatically extend to all Members of his or her immediate family residing on a Lot with such Member. No guests shall be entitled to exercise such right of enjoyment or to any use of the Common Area except as provided in, and subject to, such regulations as may be promulgated by the Board.

3.3 Waiver of Use. No Member may exempt himself or herself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him or her from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his or her Lot.

3.4 Subsidy of Common Area Operations. As of the date Developer conveys the Common Area to the Association, Developer will own most of the Lots. It is in the Developer's interest, as well as the Association's interest, that sufficient revenues be generated from assessments under Article IV of the Declaration, so that the Common Area owned by the Association, including improvements thereon, and street rights-of-way, may be maintained and operated in a reasonable fashion for the use and benefit of the Members of the Association. Developer hereby agrees to supplement the Association revenues by paying, upon reasonable notice, an amount equal to the difference between (a) the amount of the revenue required by the Approved Budget then in effect for the maintenance and operation of the Common Area and the street rights-of-way for the applicable period, and (b) the aggregate amount of revenues to be received by the Association due to the timely payment of assessments by all non-exempt Owners during the applicable time period, plus the amount of revenue reasonably expected to be received during such time period as transfer assessments under Section 4.2 B of the Declaration. Promptly following appointment of the Board as referenced in Section 2.3 above, the Developer and the Board shall establish a budget of the Association for maintenance and care of the Common Area and street rights-of-way for the portion of the calendar year following establishment of such budget, which budget is herein referred to as the "Approved Budget." For each subsequent calendar year, the Association shall propose to the Developer on or before December 1 of each subsequent calendar year a budget for the next ensuing calendar year. The intent of Developer and the Association is that the Approved Budget shall be adequate, in all respects, for the reasonable maintenance and operation of the Common Area, as well as the ability to provide debt service for payment of mortgage financing established by Developer for construction of improvements within the Common Area. Developer shall respond as soon as reasonably possible to the each budget proposed by the Association, and, thereafter, the Association and Developer shall endeavor in good faith to mutually agree upon the Approved Budget for such year; provided, if such parties are unable to so agree by January 30 following submission of the proposed budget to Developer, the Approved Budget in effect for the immediately preceding calendar year shall be the Approved Budget for the new year. Notwithstanding anything appearing herein, Developer shall have no obligation to pay any portion of the costs incurred by the Association for the construction of improvements within the Common Areas or street rights-of-way or for hiring or engaging third parties to manage or otherwise render services to the Association, other than for lawn/water sprinkler system care. Developer and the Association hereby agree that Developer's obligation to supplement Association revenues as provided in this Section above shall discontinue as of the date within the calendar year during which the amount of revenues required by the Approved Budget will be generated due to the timely payment of assessments by non-exempt Owners during such calendar year, together with the reasonably anticipated transfer assessments referred to above.

3.5 Alteration of the Common Area. Notwithstanding anything to the contrary provided herein, the Developer or the Association may alter or reconfigure the Common Area from time to time by replatting, lot split, boundary shift or other subdivision procedures or deeding land, for the purpose of adding land to, or removing land from, the Common Area. Automatically, without the necessity of amending this Declaration, upon the completion of any such alteration or reconfiguration, any land (a) removed from such area shall cease to be Common Area, and, thereupon, no Member shall have any easement or right of use or access thereto and (b) added to the Common Area shall become a part thereof, and thereupon each Member shall have a nonexclusive easement and right of use or access thereto as provided in Section 3.1 above.

3.6 Common Area and Arterial Street Rights-of-Way, Amenities, Improvements and Maintenance. Developer shall either pay for or finance (as referenced in Section 9.2 below) the cost of constructing or installing the original improvements and amenities to the Common Area and the arterial streets located along perimeter of the Property but not streets within the Property. Developer shall construct or install the improvements or amenities listed on Exhibit "B" attached hereto; provided, Developer and/or the Association may install additional amenities or improvements as either elect from time to time. Developer, its contractors and any subcontractors, and the employees thereof, shall have an easement and right of access upon the Common Area for the construction and installation of Common Area improvements and amenities. Following completion of the construction and installation of such amenities and improvements to the Common Area and/or the aforesaid street rights-of-way, then, the Association shall inspect the same and provide Developer in writing within ten (10) days following Developer's request for such inspection, a detailed listing of any defects concerning any such amenities and improvements which were not constructed or installed in a reasonable condition. Other than any matters timely objected to in writing by the Association, such amenities and improvements shall be deemed to be unconditionally accepted by the Association. Due to the timing of the occurrence of the inspection of the amenities or improvements, it may not be appropriate for Developer to make corrections at that time, particularly to lawn or landscaping items, in which case, Developer shall make the corrections and improvements during the next growing season or when such corrections are otherwise appropriate. *From and after the initial request to an officer of the Association for inspection of the Common Area improvements and amenities installed or constructed by Developer, the Association shall, subject to the Developer's payment obligations under Section 3.4 and its obligation for construction and installation specified on Exhibit "B" hereto, be solely and fully responsible for all costs of owning, maintaining and operating the Common Area, the aforesaid street rights-of-way, and improvements thereon, including, but not limited to, all fertilizing, watering and replacement of lawns, shrubs, flowers, plantings and trees following the initial planting thereof, the mowing of lawn areas, payment of taxes and assessments, payment of liability and property insurance premiums, and lake and swimming pool operations, maintenance, repairs and replacements of the improvements, if applicable.* **The Developer will not mow or maintain the Common Area or the street rights-of-way, as applicable, following the date of its initial request for inspection of improvements and amenities thereon by the Association.**

ARTICLE IV

COVENANTS CONCERNING ASSESSMENTS AND LIENS

4.1 General Assessments. For the purpose of providing funds for the operation of the Association, and for the operating, maintaining, caring, insuring, improving and conducting such other activities and taking such other actions pertaining to the Common Area as the Association shall deem appropriate, and to afford the Association the means and resources necessary to carry out its rights, duties and functions, the Board shall have the right, in each year, but subject to the exemptions provided below, to assess against each Lot and each Owner thereof, a general assessment, which general assessment shall subject each Lot to a lien to secure payment thereof. The general assessment may be paid annually, quarterly or monthly as specified by the Board from time to time. Initially, the general assessment shall be in the amount of Fifty Dollars (\$50.00) per month to be paid on the first day of each calendar month commencing January 1,

2024; assessments for any partial year shall be prorated. Subject to the exemptions specified herein, the obligation of each Owner to pay assessments hereunder shall commence on the date title is conveyed to such Owner and is not dependent upon there being a residence erected thereon.

4.2 Basis of Assessment; Exemption; Transfer Assessment; Proration.

A. All general assessments shall be made against the Owners on an equal basis for each Lot or fraction thereof owned by the Owner or Owners, except that in view of the substantial expenditures incurred by Developer in connection with the Common Area, Developer, and any properly licensed general contractor owning a Lot for the purpose of constructing a residence thereon and offering the same for sale, shall be exempt from imposition of any assessment, whether general or special, with respect to any Lot so long as Developer or such contractor holds legal title thereto (provided, the assessment exemption for such general contractors shall not extend beyond twelve (12) months from the date an applicable Lot is conveyed to such contractor and shall cease if the contractor occupies the same as a residence).

B. At any time legal title to a Lot transfers, the transferee shall pay at the time of the closing of such transfer to the working capital of the Association an amount equal to One Hundred Dollars (\$100.00); provided the requirement to pay such a fee shall not apply to either:

- i. the transfer by Developer to an affiliated entity, or the transfer of Developer's interest as developer of the Property; or
- ii the transfer of title to any Lot to a properly licensed general contractor for purposes of constructing a residence thereon for the purpose of offering the same for sale.

C. In the event any Lot would be subject to a general or special assessment in any calendar year, if it were not for an exemption available under subparagraphs A and/or B immediately above, at such time as such exemption is no longer in effect during such calendar year, the applicable assessment shall be prorated for such year (based on the remaining portion of such year) and be paid by the then Owner.

4.3 Limitations on General Assessments.

A. The maximum general assessment for any year may not be increased for any subsequent year by the Association, to an amount which is more than Five percent (5%) compounded above the annual assessment for the previous year, without a vote of the membership of the Association.

B. The general assessment for any year may be increased to an amount greater than that permitted by subparagraph A of this Section only upon the affirmative vote of the Members holding more than two-thirds of the total authorized votes represented at a duly called meeting who are voting in person or by proxy.

C. The Board may not fix the annual assessment at an amount in excess of the amounts permitted hereunder.

4.4 Special Assessments. In addition to general assessments, the Association may, from time to time, at a regular meeting or a special meeting called upon notice for such purpose, establish a special assessment to be levied equally against each Lot for the purpose of providing additional funds (not available through general assessments) to carry out its duties and other functions and purposes contemplated hereunder. No such special assessment shall be valid except upon the approval of Members holding at least two-thirds of the Members present, in person or by proxy, at the meeting duly called for the purpose of approving the same. Further, the Board shall have the authority to establish and fix a special assessment on any Lot to secure the liability of the Owner of such Lot to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach results in an expenditure by the Association for repair or remedy of such breach. Any special assessments shall be payable in full (unless a schedule for payment in installments is specified) on the first day of the second calendar month next following the date that the same shall be established by the Association.

4.5 Collection and Expenditures. The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may, in addition to such assessments, charge and assess costs and expenses, including reasonable attorneys' fees, and penalties and interest for the late payment or nonpayment thereof. The Association shall have the authority to expend all monies collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association as provided for in this Declaration and the Articles and Bylaws of the Association. However, the Association shall not be obligated to spend in any year all the sums collected in such year by way of general assessments, or otherwise, and may carry forward, as surplus or in reserves, any balances remaining; nor shall the Association be obligated to apply any such surpluses or reserves to the reduction of the amount of the assessments in the succeeding year, but may carry forward from year to year such surplus as the Board, in its absolute discretion, may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.6 Assessments and Liens; Delinquency. Thirty (30) days after any general or special assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent and shall automatically constitute a lien on the applicable Lot and shall so continue until the amount of said charge and assessment, together with all costs, late fees, fines, penalties and interest as herein provided, has been fully paid or otherwise satisfied. The Association may cease to provide all and any of the services provided by or through the Association with respect to any Lot during any period that an Owner is delinquent in the payment of any sum due under this Declaration, or due to any other default hereunder, and no such cessation of services shall result in reduction of any amount due from the Owner before, during or after such cessation. No claim of the Association for assessments or other charges due hereunder shall be subject to setoffs or counterclaims made by any Owner.

4.7 Notice of Delinquency. At any time after any general or special assessment against any Lot has become a lien and delinquent, the Association may record in the office of the Register of Deeds, Sedgwick County, Kansas, a Notice of Delinquency as to such Lot, which

Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees and expenses) fines and late fees, which have accrued thereon, a description of the Lot against which the same has been assessed, and the name of the Owner thereof, and such Notice shall be signed by an officer of the Association. Upon payment or other satisfaction of said assessment, interest, late fees, fines and costs and expenses in connection with which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

4.8 Right of Association to Enforce Payment of Assessment. By the acceptance of title to a Lot, each Owner shall be held to vest in the Association the right and power to prosecute all suits, legal, equitable, or otherwise, which may be necessary or advisable for the collection of assessments, charges or fines, and the Association shall have the right to sue for and collect a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonably incurred in enforcing its rights hereunder. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration or documentation associated therewith (whether such liens are now in existence or are created at any time in the future) the benefit of any redemption, homestead or exemption laws of the State of Kansas now in effect, or in effect from time to time hereafter.

4.9 Enforcement of Liens. Each lien established pursuant to the provisions of this Declaration and which is specified in a Notice of Delinquency as hereinabove provided, may be foreclosed in like manner as a mortgage on real property as provided by the laws of Kansas. Each current and future Owner hereby consents to the foreclosure procedures specified in this Article. In any action to foreclose any such lien, the Association shall be entitled to its costs and expenses, including reasonable attorneys' fees, and expenses, and such late fees, fines and accrued interest for delinquent charges and assessments as shall have been established by the Association. The Developer and/or the Association shall have the right to bid on a Lot at the foreclosure sale. The foreclosure proceedings with respect to liens established pursuant to this Declaration, may be foreclosed at anytime within fifteen (15) years following the filing of the Notice of Delinquency; provided, if at the expiration of such fifteen (15) year period suit shall have been instituted for collection of the assessment, the lien shall continue until payment in full or termination of the suit and sale of the applicable Lot.

4.10 Subordination to Mortgages. Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to the lien of any valid bona fide mortgage which has been, or may hereafter be, given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any Lot purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

4.11 Personal Liability. In addition to the covenants and agreements heretofore set forth herein, each Owner of each Lot, by the acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to have agreed to be personally liable for the payment of each general and special assessment, late fee, interest and fine levied against such Lot during the period of ownership and for all other payment obligations specified in this Declaration.

4.12 Late Fee and Interest on Delinquent Assessments. In the event assessment charges (general or special), fine or other sums due under this Declaration shall remain due and unpaid thirty (30) days after the same are due the Owner shall be charged a late fee of five percent (5%) of the unpaid amount and the unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum, or such other rate as may be established from time to time by the Board; provided, however, that such interest rate shall never exceed the maximum allowed by law.

4.13 Fines. The Board shall have the authority to assess fines for any violation of this Declaration by an Owner, which fines shall be determined in the sole discretion of the Board; provided, a fine may not exceed fifty dollars (\$50.00) per day of violation unless unanimously approved by all members of the Board. Prior to assessing such fine, the Board shall mail written notice to the last address known to the Board concerning the noncompliant Owner, specifying the violation. If the noncompliant Owner fails to cure the violation within twenty (20) days following the mailing of such notice by the Board, or if there is a reoccurrence of the violation during such twenty (20) day period, then in addition to any other liability or obligation arising under the Declaration, the Board may assess a fine against the noncompliant Owner and his Lot in an amount determined by the Board to be appropriate in its discretion, which shall be paid within ten (10) days following the date notice thereof is given to such Owner by written notice deposited in the mail to the Owner's address last known to the Board, or personal delivery thereof to the residence of such Owner. Until paid in full, the amount of such fine shall constitute a lien on the noncompliant Owner's Lot and shall be subject to enforcement and foreclosure in the same manner as an assessment under this Article IV.

ARTICLE V

USE, OCCUPANCY AND CONDUCT RESTRICTIONS

5.1 General. The Property is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to ensure the best use and the most appropriate development and improvement of each Lot; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of the Property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned improvements and improvements built of improper or unsuitable materials; to ensure the best development of the Property; to encourage and secure the erection of attractive homes of appropriate size and appearance thereon, with appropriate locations thereof on building sites; to secure and maintain proper setback from streets and adequate free spaces between Structures; and, in general, to provide adequately for proper drainage from each Lot onto adjacent Lots and Common Area.

5.2 Construction Requirements. Unless approved by the New Construction DRC, the following construction guidelines shall be complied with:

A. Materials; Size; Basement and Roof. As to all Lots, but subject to such waivers or modifications as are permitted by the New Construction DRC, the applicable construction requirements shall be as follows:

Exterior walls and facings of all buildings, Structures and appurtenances thereto constructed on any Lot shall be of brick, stone, stucco, wood siding, wood paneling, glass, glass blocks, vinyl or steel siding, or any combination thereof. Any residences constructed on a Lot shall, except as otherwise approved by the New Construction DRC, not contain less than the number square feet of finished floor area, exclusive of the basement, porch and garage shown to be applicable for such Lot on the copy of the plat of the Property attached hereto as Exhibit "A." Each residence shall, unless otherwise approved by the New Construction DRC, include a poured concrete basement which shall contain a floor area comprising at least eighty percent (80%) of the ground level floor area contained in such residence, exclusive of porches and garages. All roofs on all building improvements on any Lot shall be wood, tile or Approved Composition. As used in this Declaration, "Approved Composition" shall mean Heritage II Weatherwood or such other equivalent composition roofing materials as are approved in writing by the New Construction DRC from time to time.

B. Flat Roofs and Windows. No flat roof shall be permitted, except with the written permission of the New Construction DRC. Window frames shall be wood, metal or vinyl or other composition materials as approved from time to time by the New Construction DRC.

C. Initial Policy Guidelines. The following initial policy guidelines have been established for the Lots, and the same may be waived, changed or revoked from time to time by the appropriate Design Committee but without the necessity of filing any formal amendment to this Declaration. Accordingly, an inquiry should be made of the appropriate Design Committee to determine current policy guidelines.

i. Front yard areas, exclusive of improvements, shall be at least eighty percent (80%) grass.

ii. In the event of the construction of any retaining walls the plan and materials utilized must be previously approved in writing by the appropriate Design Committee.

iii. All basketball backboards shall be either white or glass and shall be placed or installed only in the rear yard, unless otherwise approved by the Association DRC. All basketball backboards and supports shall be approved by the Association DRC prior to installation. *No temporary or moveable basketball pole/backboard/goals shall be placed or allowed to the front of the residence, whether on the driveway, street, or patio area or in the yard.*

iv. All recreation and play equipment shall be located in the rear of any Lot.

v. Detached outbuildings, including garages and storage sheds, may be permitted if specifically approved by the appropriate Design Committee as to

design, materials and location on a Lot; provided, no such sheds shall be constructed on Wrought Iron Fence Lots. The exterior of detached outbuildings constructed on a Lot shall be constructed with the same material as the residence.

vi. All vegetable gardens shall be in the back yards only.

vii. Dog runs must be screened from view from neighboring homes with fencing or other appropriate material.

viii. All exterior wood surfaces on homes (excluding decking) must be painted, or stained and sealed.

ix. Any temporary covering of a swimming pool, tennis court, patio, or otherwise, of a rigid or "bubble" type shall be deemed a Structure that is subject hereto.

x. No window shall contain any reflective material such as aluminum foil.

xi. Pool buildings or gazebos may be constructed within any rear yard setback area applicable to the Lot if so, approved by the appropriate Design Committee; provided that the same shall not exceed one story in height and are allowed by applicable building codes.

xii. All firewood stacks in excess of two cords of wood shall be screened from view from neighboring Lots, and no stack shall exceed six feet (6') in height.

xiii. All forms of sculpture or "yard art" must first be approved by the Association DRC.

xiv. As soon as practicable, but in any event, no later than the planting season immediately following completion of a dwelling on a Lot, the Owner thereof shall plant a lawn and at least four (4) perennial shrubs and/or bushes and trees on the Lot. Per the FIRST AMENDMENT TO AGREEMENT CONCERNING THE DEVELOPMENT OF THE BRISTOL HOLLOWS, AND ADDITION TO BEL AIRE, SEDGWICK COUNTY, KANSAS, each Lot is to have a minimum of one (1) tree planted in the front yard of each Lot and the trunk of each tree should be a minimum of two (2) inches in diameter. Corner Lots require a minimum of three (3) trees planted on each Lot.

xv. Pad elevations and all exterior drainage shall be verified by Developer's engineer at the cost of Owner and any deviation therefrom and any resulting liability, damage, or costs incurred as a result thereof, shall be the responsibility of the Owner.

xvi. Mailbox Structures, other than cluster mail boxes installed by the postal service, shall be approved by the appropriate Design Committee prior to construction.

xvii. Trash and refuse container storage areas shall be installed at a location approved by the appropriate Design Committee and shall be screened in a manner approved by the appropriate Design Committee.

xviii. All lawns and planting areas on the Lots shall be properly irrigated either by well or by City water.

5.3 Rules and Regulations. Each Owner shall obey and comply with all applicable public laws, ordinances, rules and regulations, and all rules and regulations now or hereafter promulgated, as provided for in this Declaration. No activity which may be or become a nuisance to the neighborhood shall be carried on upon the Property.

5.4 Damage to Common Area, Etc., Prohibited. No Owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the Common Area, street rights-of-way, the residence or Lot of any other Owner. Specifically, each Owner shall repair any damage sustained to any other Lot, Common Area or street right-of-way in connection with the construction of Structures on such Owners' Lot, including, but not limited to, damage to lawn areas, landscaping and sprinkler systems as a result of the installation of sanitary sewer or heat pump lines or other construction or excavation activities. Owners are hereby advised that DIG SAFE (a service which may be consulted in advance of excavation to locate existing utility lines) does not identify sprinkler system lines or other underground electrical or plumbing lines which have been installed.

5.5 Residences. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one new duplex residence for private use, with a private garage and other Structures incidental to residential use, which are approved by the appropriate Design Committee as specified herein. No prefabricated or modular buildings will be permitted to be constructed or installed on any Lot without the prior written approval of the New Construction DRC.

5.6 No Excavations. No excavations, except such that are necessary for the construction of a residence or improvements, shall be permitted on any Lot without written permission of the New Construction DRC.

5.7 No Storage; Trash. No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any Lot or building site. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements, and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.

5.8 No Businesses Allowed. Except as otherwise specified in this Declaration or as authorized herein or by the Board, no retail, wholesale, manufacturing or repair business of any kind, shall be permitted on any Lot or in any residence or appurtenant Structure erected thereon,

even though such activity does not include the employment of any additional person or persons in the performance of such services. The following home occupations are hereby approved: residential home building contractors; Amway, Avon and similar sales representatives; child care; and realtors, so long as insubstantial traffic (that is, except in circumstances otherwise determined by the Board to be appropriate due to appropriate parking limitations, no more than four vehicles parked at the residence by visitors in relation to such business activity at any one time) is associated with such activities.

5.9 Temporary Buildings. Except as authorized by the Board, no basement of a partially completed residence, tent, shack, garage, barn or outbuilding erected on a Lot covered by this Declaration shall at any time be used for human habitation, temporarily or permanently, nor shall any Structure of a temporary character be used for human habitation.

5.10 Used Houses; Trailers. No used, secondhand or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon the Property, nor shall any trailer be moved, placed or permitted to remain upon a Lot subject to this Declaration; provided that Developer may install for construction, administrative and sales purposes a trailer or trailers upon a Lot(s).

5.11 Animals. No birds, animals or insects, except dogs, cats or other household pets, shall be kept, bred or maintained on any Lot except a reasonable number of commonly accepted household pets approved from time to time by the Board. Under no circumstances shall any commercial or agricultural business enterprise involving the use or breeding of animals be conducted on the Property without the express written consent of the Board. The Board may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot, and the Owners shall strictly comply therewith. Dogs, cats and all other pets or animals shall be confined at all times to the Lot and must be kept on a leash when outside the Lot. No dogs or other animals shall be continually or regularly staked or chained on any Lot. All domestic pets must be properly immunized as required by applicable ordinances, codes and laws. Owners must prevent such animals from barking or making other noises at any time which the Board determines are annoying or a nuisance to neighbors or those using the Common Area.

5.12 Signs. Except as authorized by the Board, and except for those installed by Developer, its marketing representatives or builders or contractors as authorized by Developer, no signs, advertisements, billboards or advertising Structures of any kind may be erected or maintained on any of the Lots; provided, however, that permission is hereby granted for the erection of unlighted, temporary, standard sized signs by real estate firms for the sole and exclusive purpose of advertising for sale or lease the Lot and residence upon which it is erected and improvements thereon, if any.

5.13 Antennas. Except as authorized by the Association DRC, there shall not be erected any external television or radio antennas or permanent clothesline structures, and no Owner shall erect any Structures, either permanently or temporarily, upon the Lots; provided, notwithstanding the foregoing, an Owner may install within his or her Lot a television satellite dish having a diameter of not more than 24 inches, so long as the location of such dish is satisfactory to the Association DRC. Should any part or all of the restrictions set forth in this

Section be unenforceable because the same violate a statute or the First Amendment or any other provision of the United States Constitution, the Association DRC shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections within the Property and any such rules and regulations shall be binding upon all of the Lots and the Owners thereof.

5.14 Vehicles and Trailers. Except as authorized by the Board, no automobile, truck, motorcycle, motorbike, boat, house trailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the Common Area, nor may any boat, boat trailer, house trailer, camper, recreational motor vehicle, camper trailer or similar items be stored or permanently, continually or regularly parked on any street, driveway or in the open on any Lot.

5.15 Requirement to Keep Lot in Good Order and Repair. The Association shall keep all Lots and all improvements therein or thereon, in good order and repair, including, but not limited to, the seeding, irrigation and mowing of all lawns, the pruning and cutting of all trees and shrubbery, all in a manner and with such frequency as is consistent with good property management in relation to a quality residential neighborhood such as will exist in the Property.

5.16 No Disturbances of Streams. No lake, pond, stream or water drainage facilities, natural or erected within the Common Area shall be disturbed other than by the Developer or the Board.

5.17 Boating; Lake Use. No boat (motorized or not), raft, canoe or surfboard shall be operated or stored upon any body of water within the Common Area.

5.18 Fishing. Fishing in any body of water, if any, within the Common Area will only be permitted at such times and at such places only to the extent, if any, permitted by the rules adopted by the Board from time to time concerning such use.

5.19 Fences.

A. Developer may, and hereby reserves the right to, in its sole discretion, construct and install a fence, "living fence" (a combination of trees and other fencing or wall materials), wall or entrance treatment of a style and of materials satisfactory to the Developer, in its sole discretion, within any of the fence or wall easement areas, any entry areas shown on the plat of the Property, within other easement areas established by other easement instruments, or within Common Area. With respect to any Lot on which Developer has constructed an entry monument, fence "living fence" or wall, the Owner(s) may not install or construct any fence or wall which is visible from adjacent streets without the approval of the Developer or the Association DRC.

B. Except as provided in paragraph A immediately above and subject to paragraphs C and D immediately below, all Lots may utilize fences made of black wrought iron. Fencing may not be installed to the front of a residence constructed on a Lot.

C. All fences shall be approved by the Association DRC prior to construction or installation on any Lot.

D. All fences installed within drainageways established by the master drainage and grading plan referenced in Section 5.24 shall have a minimum of four inches (4") clearance above the ground level (other than posts installed in the ground) in order to not divert or disrupt water drainage from the Lot.

5.20 Model Homes and Real Estate Offices. Notwithstanding anything to the contrary appearing elsewhere in this Declaration, any Lot owned by Developer, or any person or entity so authorized by Developer, may be used for a model home or for a real estate or administrative office pertaining to the development of the Property (including temporary, mobile, modular, prefabricated or a permanent Structure) until all the Lots have been sold to consumers for construction of residences thereon.

5.21 Drainage. From and after the date of commencement of construction of improvements on a Lot, the Owner of such Lot shall **cause such Lot to be graded so as to strictly comply with the master drainage and grading plan relating to the Lot.** Developer has established a master drainage and grading plan for the Lots, a copy of which is recorded in the office of the register of deeds, and each Owner shall strictly comply with the same. Attached hereto as Exhibit "C" is an Example of Lot Drainage Requirements which illustrates drainage requirements applicable to typical residential lots (including those on which view out and walk out basements are constructed) and the location of grading and drainage pins at the rear lot lines to establish that the minimum required grading levels for the rear yard are in place. No Owner shall place or install any Structures, including, but not limited to, trees, shrubbery, landscaping, sand boxes, gardens, retaining walls, in any drainage easement or channel. The Association DRC or persons designated by the Association DRC shall have the right to enter upon any Lot upon reasonable advance notice to the Owner thereof for the purpose of determining whether the Lot is in compliance with such drainage guidelines, standards and plans. A determination by the Association DRC concerning whether or not a Lot is in compliance with such guidelines, standards and plans, shall be final and binding on all Owners and; provided, so long as Developer owns a Lot, the Developer (due to the unique expertise of its owners, managers, and/or officers) shall have the right to override any decision of the Association DRC under this Section 5.24 upon the specific request of any Owner and, in the event Developer so overrides a specific decision of the Association DRC, any subsequent reference in this Section 5.24 to the Association DRC shall refer to the Developer in lieu of the Association DRC as to the specific decision in question. In the event at any time the Association DRC determines that a Lot is not in compliance with the aforesaid guidelines, standards and plans, the Association DRC shall give notice to the Owner thereof and demand that such corrective action be taken as is necessary to achieve compliance. If fifteen (15) days after the notice of such violation, or such additional time as may be specified by the Association DRC, the Owner of such Lot shall have not have taken reasonable steps to correct the same, the Association DRC shall have the right, through its agents and contractors, to enter the Lot and to take such steps that may be necessary to bring the same into compliance. The Owner of the Lot so corrected shall reimburse the Association for the costs of such compliance and pay the Association a fee equal to twenty percent (20%) of such amount. In the event such Owner fails to pay such reimbursement in full within ten (10) days following demand thereof, the Association may thereafter establish a special assessment applicable to such Lot for the costs thereof and enforce the same as provided in Article IV hereof. Developer recommends that any time a Lot is surveyed by an Owner, whether in connection with mortgage financing or otherwise, that the surveyor verify that the grading and

drainage pins located in the rear of the Lot are at the elevations required by the master drainage and grading plan referred to above. It shall not be the Association's responsibility and Developer's obligation to enforce compliance with the master drainage and grading plans. The Design Committees and the Developer shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master drainage and grading plan or any approved lot drainage and grading plan or for the appropriate Design Committee or the Developer not requiring a lot drainage and grading plan or compliance therewith or for the quality or compaction of any soil.

5.22 Water Encroachment; Flood Insurance. Notice is hereby given to anyone acquiring a Lot that due to the grading and drainage of such Lot (which is necessary to enhance the views from residences, particularly those with "walk-out" or "view-out" basements), at times following considerable amounts of rainfall, water may encroach into the yard areas within such Lot. Water may accumulate in areas of the Lot, which has been graded at lower elevations to provide drainage, or if the Lot is adjacent to a lake, stream or other waterway, water from such areas may spill over into the Lot as a result of such rainfall. Depending upon how much water accumulates on the Lot and how long it remains, damage could occur to the residence, yard, trees, vegetation, fences, gazebos, patios, playground equipment or other improvements or installations of Structures within the Lot. Some Lots may have previously been located in a designated flood plain, in which situations the Developer, or another party, has caused the same to be removed from the flood plain by increasing the elevation thereof with fill as required by the City of Wichita, Kansas, the Kansas Department of Water Resources, the Federal Emergency Management Agency and any other agency having jurisdiction thereof. Prior to construction of a residence or other structures on any such Lot, the Owner thereof is encouraged to verify, through its contractor, compliance with the requirements of such City and the other applicable agencies, consider inherent risks and determine whether to obtain and maintain flood insurance. Neither Developer nor the Association, building contractor or brokers involved in the development of the residential area, sale of the Lot, or construction of a residence on a Lot, shall have any liability or responsibility for any such damage resulting from such water encroachment.

5.23 No Rights Beyond Property. Notwithstanding the proximity of lakes or other amenities to the Common Area and/or Property, no Owner shall have any right of access, use or enjoyment of any lakes or other amenities outside the Property.

5.24 Airport. The Property may be located in the vicinity of an airport. Each purchaser of a Lot assumes that risk (if any) associated therewith.

5.25 Boat Docks. No boat docks, piers, moorings, boathouses, slips or similar Structures may be constructed within any Common Area or Lot.

5.26 Artificial Vegetation. No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

5.27 View. No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any Structure, planting material or other item on any other part of the Property, which is permitted by

this Declaration or the Association DRC, because such Structure, planting material or other item obstructs any view from such Owner's Lot.

5.28 Erosion; Water Pollution Control Permit and Related Matters; Compliance With Laws. Each Owner shall comply strictly with any law or ordinance regarding erosion or runoff, including, if applicable, a Stormwater Pollution Prevention Ordinance, the Kansas Water Pollution Control General Permit And Authorization To Discharge Stormwater Run-Off From Construction Activities Under the National Pollutant Discharge Elimination System or similar ordinance or law adopted by the city or other governing body having jurisdiction over the Property. Such permit, laws, and regulations, together with laws and ordinances of the city and county in which the Property is located, require that erosion and sediment control measures be implemented in connection with construction activities on such Lot, including, but not limited to, site work such as clearing, excavating, and grading the Lot, in order to eliminate or substantially reduce stormwater discharge, the discharge of pollutants and water quality violations. Significant penalties may be imposed in the event activities on any Lot are not conducted in full compliance with the aforementioned permit, laws, regulations and ordinances. Each Owner agrees to conduct activities, including construction activities, on his or her Lot strictly in accordance with this Declaration, all laws, rules, regulations, and ordinances now or hereafter in effect, including, but not limited to, those referenced above, by reason of the aforesaid permit, regulations, rules and ordinances and shall indemnify and defend Developer and the Association from any consequences of such Owner's, or his contractors' or subcontractors', failure to so comply, including but not limited to all damages, liabilities, fines, penalties and costs and expenses, including reasonable legal fees and expenses.

5.29 Water Levels in Lakes and Ponds. There is no assurance that lakes, ponds and other bodies of water within the Property, if any, shall continue in the future to contain water levels consistent with the levels existing on the date hereof and, in fact, such lakes, ponds and bodies of water may at some point in the future become dry or substantially empty of any water. **Neither Developer, the Association, the Board nor any officer or employee of Developer or the Association shall have any liability or responsibility to Owners for any change in the water levels in any such lakes, ponds, or bodies of water, including if such bodies of water become dry or substantially empty of water.**

5.30 Approved Builder; Marketing Fee. Any Owner desiring to construct the initial residence and related improvements on a Lot must obtain Developer's written approval concerning the building contractor constructing such residence and related improvements, which approval shall be made in Developer's sole discretion based on the experience and history of the contractor in connection with construction of residences within subdivisions of comparable quality with the Property and such contractor's financial condition. Each approved builder may be required to execute a builder's agreement on terms satisfactory to Developer prior to commencement of construction. Each Owner is hereby informed that, among other things, an approved builder is required to pay a marketing fee (the "Marketing Fee") based on the total consideration to be paid and delivered by Owner for the construction of the initial residence, garage and related improvements on the applicable Lot and if such builder fails to pay the same, the Owner of such Lot shall be required to pay the delinquent amount. The Marketing Fee shall be paid at the time of substantial completion of such initial residence, and related improvements or no later than five (5) days prior to the occupancy thereof, whichever occurs first. The specific

party to be paid the Marketing Fee and the calculation of the Marketing Fee is included as part of the initial sales contract concerning a Lot. *Any Owner, or prospective Owner, desiring further information concerning a Lot should contact the marketing representative for the Property.*

5.31 Off Street Parking. Each of the Lots shall provide four (4) off-street parking spaces for each residence within the garage and driveway areas.

5.32 Laundry. No clothing or any other household fabric shall be hung in the open on any Lot, except with specific written approval of the Association.

5.33 Wells for Common Area. Developer reserves the right to dig one or more water wells to maintain the water levels in the common area. The cost to install and maintain shall be paid by the Association.

ARTICLE VI

THE ASSOCIATION

6.1 Powers, Duties and Rights.

A. The Association shall have the rights and powers as set forth in its Articles and Bylaws, together with its general powers as a nonprofit corporation, and it shall perform each and every duty required of it by this Declaration.

B. The Association shall maintain, fertilize, and mow the portions of the Common Area which are to be maintained by it hereunder, the portions of the arterial public street rights-of-way adjacent to the perimeter of Property, and the lawns of every Lot. The Association shall maintain and fertilize all trees and shrubs on each Lot. It further shall maintain, repair and/or replace the decorative entrance treatments, fence(s) and walls erected and installed by Developer or the Association.

C. The Association shall maintain such insurance on the Common Area, and facilities thereon, and liability and other types of insurance as the Board deems necessary and advisable.

D. The Association may improve the Common Area in any manner that it shall find to be necessary, desirable or beneficial to the interest of the Common Area and the Members.

E. The Association shall have the right to create and establish reserves for the repair, restoration or replacement of the portion of the Common Area to be maintained by it hereunder and any improvements therein.

F. The Association, through the Board, shall have the right to adopt, and modify from time to time, such rules and regulations as it may deem advisable for the maintenance, use, conservation and beautification of the Property and for the health,

comfort, safety, enjoyment and general welfare of the Owners and occupants of Lots and those using the Common Area.

G. The Association, through the Board, shall be empowered to determine the manner and extent of operating, maintaining, improving, restoring, mowing, trimming and keeping clean the Common Area to be maintained by it hereunder.

H. The Board may select from time to time a single company to provide trash removal service for all residences on the Lots and shall post conspicuous notice of such decision within the Property. Within ninety (90) days after such company is selected, each Owner shall begin to utilize the company identified by the Board to provide trash removal service at such Owner's Lot and continue to use such company exclusively until such time as the Board designates a different trash service company or notifies the Owners that it is no longer necessary for all Owners to utilize the same trash removal service company. Each Owner shall be responsible for paying all costs and fees associated with trash removal services related to such Owner's Lot. In the event at any time and from time to time the Board determines to change the company providing such trash removal service for the Lots, the Board shall post conspicuous notice of such change at least ninety (90) days in advance of such change and on or before the expiration of such ninety (90) day period, each Owner shall switch its service exclusively to the other company specified by the Board.

I. The Board shall have the authority to assess fines for any violation of the provisions contained in this Declaration. Prior to assessing any fine, the Board shall mail written notice to the last address known to the Board concerning the noncompliant Owner. If the noncompliant Owner fails to cure the violation within fifteen (15) days following the mailing of such notice by the Board or if there is a recurrence of the violation during that fifteen (15) day period, then in addition to any other liability or obligation arising under the Declaration, the Board may assess a fine against the noncompliant Owner and his or her Lot in an amount determined by the Board to be appropriate in its discretion and until paid in full, the fine shall accrue interest at the rate of fifteen percent (15%) per annum, shall constitute a lien on the noncompliant Owner's Lot, and shall be subject to enforcement and foreclosure in the same manner as a special assessment as referenced in Article IV of this Declaration.

J. The Board shall have the right to employ on behalf of the Association third parties as security and/or enforcement personnel (which personnel shall have the right to determine whether violations of rules or regulations have occurred).

6.2 Operations and Expenses. The Association shall establish such committees as may be provided for in its Bylaws, and the Board may engage accountants, legal counsel and other consultants as may be reasonably necessary for the discharge of its duties hereunder. So long as Developer is required to make subsidy payments pursuant to Section 3.4 hereof, the Board must obtain Developer's written consent prior to incurring any costs for such parties which are not included in the Approved Budget.

6.3 Taxes and Assessments. Each Owner shall be obligated to pay the taxes or assessments assessed against such Owner's Lot and personal property located thereon prior to delinquency.

6.4 Repair and Restoration of Improvements on Common Area. Should any improvements on any portion of the Common Area, or any part or portion thereof, which is to be maintained by the Association hereunder, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and, so long as there are sufficient insurance proceeds collected as a result of such damage or destruction, the same shall be done substantially in accordance with the original plans and specifications for the improvement of same. The repair and restoration work referred to in this Section shall be commenced promptly after the happening of the destruction or damage occasioning the same, and once commenced, the same shall be pursued diligently to completion. Notwithstanding the foregoing, in the event that any such improvements on the Common Area shall be damaged or destroyed through the intentional misconduct or negligence of an Owner, or such Owner's family members or invitees, including, but not limited to, failing to correct faulty drainage or improper use of weed killer, such Owner shall pay on demand the full cost of replacement or repair thereof.

6.5 Providing Grading Information to Owners; Enforcement. The Association shall designate a committee of Members to meet with new Lot Owners for the purpose of informing them regarding grading and drainage matters concerning the Lots. Such educational process is vital in order to avoid water drainage problems within the Property. Either before or promptly following the purchase of a Lot, each person must contact a representative of the Association and ask to be informed concerning grading and drainage matters relating to the Property. The Association shall strictly enforce compliance with grading and drainage requirements provided for in Section 5.24 hereof.

6.6 Opposition To Zoning and Other Matters. The Board, any member thereof and the Members of the Association shall not express any opinion on behalf of the Board or the Association pertaining to any applications or requests concerning rezoning, community unit plan approval or amendment, variances, or other land use activity relating to any land in the vicinity of the Property. This prohibition is necessary due to the fact that not all Board members or Members will have the same opinions concerning the applicable request or application. Nothing herein is intended to restrict any Member or member of the Board from expressing his or her personal opinions without indication that such opinions represent the opinion of the Association or the Board.

ARTICLE VII

EASEMENTS AND ACCESS CONTROL

7.1 Public Utility, Floodway and Drainage Easements Dedicated. Easements for the installation and maintenance of all public utilities and for floodway and drainage on Lots and in the Common Area are dedicated as shown on the recorded plat of the Property.

7.2 Some Easements Not Shown on Plat. Owners should not rely on the plat of the Property to determine the location of utility or other easements or rights-of-way. Such easements or rights-of-ways are often created by separate instruments not shown on the plat and are disclosed on each Owner's title insurance policy.

7.3 Easements in Favor of Developer and Association. Developer specifically reserves unto itself, its successors and assigns, and for the Association, in connection with the use, operation, construction of improvements and amenities, and maintenance of the portions of the Common Area to be maintained by it hereunder, together with arterial street rights-of-way, as provided herein and improvements thereon or therein, a perpetual, nonexclusive easement and right-of-way over the Lots, Common Area, and such street rights-of-way, for the purpose of constructing, maintaining, moving, repairing, replacing and rebuilding water sprinkler systems, including water lines, water wells, sprinkler controls, and electric meters and lines, underground pipelines, drains and/or mains for the purpose of transporting gas, water, sewerage and electricity over, across and through such Lots and Common Area, together with the right to excavate and level ditches and/or trenches for the location of said wells, lines, pipes, drains and/or mains. Additionally, Developer specifically reserves unto itself, its successors and assigns, and for the Association, a perpetual, non-exclusive easement and right-of-way to enter upon any Lot as reasonably necessary in order to construct, install, erect, maintain, improve, repair and/or replace any entrance treatment, fence, wall, walkway, water sprinkler system (including water wells, sprinkler controls, and electric meters and lines associated therewith), or any signage pertaining to or serving the Common Area or the residential development within any wall, utility and/or drainage easement shown on the current or any future plat of the Property, or located on a Lot but, due to oversight, not actually located in the appropriate easement area. Developer may have installed a sign advertising the residential development on a Lot or within the Common Area prior to the sale of such Lot or transfer of the Common Area to the Association. Developer, its successors and assigns, hereby retain an easement for the placement, and replacement, of any such advertising sign until all Lots have been sold by Developer or its successors and assigns.

ARTICLE VIII

DESIGN COMMITTEES; ARCHITECTURAL CONTROL

8.1 Committees. Two Design Committees shall have responsibility for the review, approval or disapproval of plans relating to the construction of Structures on each Lot. One committee shall be the New Construction DRC, which shall review, approve or disapprove all matters pertaining to the construction and completion of the initial residence and related Structures on each Lot. The second committee, the Association DRC, shall review, approve or disapprove all specifications, plans and other matters pertaining to fencing; drainage matters as referenced in Section 5.24 above and elsewhere; and (on a Lot by Lot basis) following completion of the initial residence and related Structures on a Lot, all specifications, plans and other matters for remodeling the initial residence and related Structures, including landscaping, and any additional new Structures to be constructed on such Lot.

8.2 Membership.

A. The original members of the New Construction DRC shall be up to three (3) persons, to be appointed by Developer. Upon the death or resignation of any member of the New Construction DRC, or in the event Developer desires to remove any member, Developer shall appoint a successor. The decision of a majority of the New Construction DRC shall be binding; provided, the New Construction DRC may delegate its rights and responsibilities hereunder to one or more of its members from time to time. Developer may relinquish its rights under this paragraph by executing and recording in the real estate records a written instrument giving notice of its intent to do so, and providing a copy thereof to an officer of the Association; in such event, the Association shall have the authority of Developer under this paragraph. The New Construction DRC may delegate its rights and responsibilities on a limited basis to the Association DRC from time to time without relinquishing its rights and powers hereunder beyond the terms of such limited delegation.

B. The original members of the Association DRC shall be up to three (3) persons, to be appointed by the Board following its establishment pursuant to Section 2.3 above. On the death or resignation of any member of the Association DRC, or in the event the Board desires to remove any member, the Board shall appoint a successor. The decision of the majority of the Association DRC shall be binding; provided the Association DRC may delegate its rights or responsibilities hereunder to one or more of its members from time to time.

8.3 Approval Required of Plans and Specifications. Except as otherwise specifically provided in this Declaration, prior to construction of the initial residence and related Structures on a Lot, no Structure shall be commenced, erected, placed, moved on or permitted to remain on such Lot, unless plans and specifications, grading elevations, square footage, exterior materials, exterior lighting, location, general landscaping plans, and exterior color scheme, therefor shall have been submitted to and approved in writing by the New Construction DRC. Subsequent to construction and completion of the initial residence and related Structures on a Lot, no existing Structure upon any Lot may be remodeled or altered in any manner as materially changes the

exterior appearance thereof (including exterior color scheme) or Lot drainage and grading plan, nor shall any new Structure be placed on such Lot, unless plans therefor shall have been submitted and approved in writing by the Association DRC. The plans and specifications shall be in such form and shall contain such information as may be required by the appropriate Design Committee, including, as requested by such committee, (i) a site plan of the Lot or Lots, showing the nature, exterior color scheme, kind, shape, size, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side setbacks) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a finished grade plan for the particular Lot or Lots as prepared in accordance with the master drainage and grading plan. Plans and specifications shall be deemed to be submitted to the Association DRC at such time as the Owner requesting such approval shall deliver the same to a member of such committee and shall have obtained a written receipt from such member acknowledging receipt of the same. The Association DRC (but not the New Construction DRC) shall be deemed to have approved plans and specifications for which an Owner shall have requested approval if it has not notified such Owners of disapproval or the need for additional time for consideration within thirty (30) days following Owner's submittal to such committee. No approval of the New Construction DRC shall be deemed or implied to have been given hereunder; actual written approval from such committee is required.

8.4 Mailboxes. All mailboxes will be a "gang box" style, and will be installed by the Developer.

8.5 Decision Final. Whatever shall be the decision of either of the Design Committees hereunder, its decision shall be final and conclusive.

8.6 Rules and Statements of Policy. The Design Committee, or either of them, may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the appropriate Design Committee at any time, and no inclusion in, omission from, or amendment of any such rules or statements shall be deemed to bind the appropriate Design Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the appropriate Design Committees' discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the appropriate Design Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot, and such approval may not be revoked or rescinded thereafter; provided, that (i) the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration, and (ii) the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

8.7 Right Of Inspection. Representatives of the Board or appropriate Design Committee or any of its agents thereof may, at any reasonable time or times, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof, and neither the appropriate Design Committee, the Association, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

8.8 Violation. If any Structure shall be constructed, remodeled, altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the appropriate Design Committee pursuant to the provisions of this Article VIII, such construction, remodeling alteration, erection, maintenance, placement or use shall be deemed to have been undertaken in violation of this Article VIII and without the approval required herein, and, upon written notice from the Association, any such Structure so constructed, remodeled, altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation. If, fifteen (15) days after the notice of such a violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the violation, the Association, after approval by a two-thirds decision of the Board, shall have the right, through its agents, contractors and representatives to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the violation and such Owner shall pay the Association for the cost thereof, together with an additional amount equal to twenty percent (20%) of such cost, within ten (10) days following demand therefor, which payment shall be a binding personal obligation on such Owner, and the Board may establish a special assessment and lien on such Lot for such cost and charge, together with interest thereon at the rate specified in Section 4.12 above, on such Lot for the cost thereof and enforce the same as provided in Article IV hereof. The lien established as a result of this Section shall be superior to all liens and encumbrances which may thereafter arise, excepting liens for taxes and other public charges which are by applicable law made superior.

8.9 No Liability. Neither of the Design Committees, the Developer, the Association, the Board, nor any officer, director, member, representative, designee, agent or employee thereof, shall be personally liable to any Owner or to any person, firm, corporation or other entity for any damages arising from any mistake in judgment, negligence, nonfeasance, performance or nonperformance of any duties, the approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions pursuant to this Declaration, guidelines or the Associations' Articles or Bylaws, responsibilities or functions under this Declaration, including, but not limited, to this Article and Section 5.24 hereof, or for any defect in any Structure constructed from any approved plans and specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Developer, the Association, the Design Committees, the Board, or the officers, directors, members, employees, and agents of any of them to recover any of the aforesaid damages and hereby releases, quitclaims, and covenants not to sue for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, nonfeasance, performance, nonperformance, approval, disapproval or failure to approve and hereby waives the provisions of any law which provides that a general

release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE IX

NOTICE OF POSSIBLE SPECIAL ASSESSMENTS; AMENITY FINANCING

9.1 Assessments. Notice is hereby given to each purchaser of a Lot that special assessments will be spread by the City of Wichita, Kansas, to Lots in the future, due to the installation of arterial streets, residential streets, lakes, ponds, sanitary and storm sewers, sidewalks, etc. Additionally, from time to time, the Lots may become subject to special assessments by reason of work performed by the City of Wichita to major arterial streets in the vicinity of the Property.

9.2. Amenity Mortgage Financing. Notice is hereby given that Developer may obtain conventional mortgage secured financing in order to pay the cost of installing or constructing amenities within the Common Area for the use and benefit of the Members. Assessments or funds collected by the Association under Article IV and Section 3.4 hereof shall be utilized for repayment of such financing in accordance with the terms of such financing.

ARTICLE X

ADDITIONAL LAND

Developer may in its discretion, from time to time, during the twenty (20) year period following the date hereof, annex additional real property, including additional Common Area, into the Property, and thereby subject the same to the terms, provisions and conditions of this Declaration (as provisions hereof may be changed, altered, supplemented, deleted or modified solely as to the annexed land specifically by the document annexing such additional real property), by the execution and filing for recordation with the Register of Deeds of the County in which the Property is located, of an instrument expressly stating an intention to so annex and describing such additional property to be so annexed. During the twenty year period commencing with the date of the recordation of this Declaration, Developer, its successors and assigns, may annex such additional real property in its absolute discretion. From and after the expiration of such twenty (20) year period, such additional land may be annexed; provided that such annexation is approved by a majority of the Members of the Association in attendance at a special or annual meeting of the Members.

ARTICLE XI

MISCELLANEOUS

11.1 Provisions Binding on Grantees. The Association and each grantee hereafter of any part or portion of the Property covered by this Declaration, and any purchaser under any grant, contract of sale or lease covering any part or portion of such Property, accepts the same subject to all of the restrictions, liens and charges and the jurisdiction rights and powers of the Association and Developer provided for in this Declaration.

11.2 Interpretations of Restrictions. In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Owners. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the construction, use or occupancy of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the construction, use or occupancy of any residence site or upon the construction of buildings or Structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then, in that case, the provisions of this Declaration shall control.

11.3 Construction and Validity of Restrictions. All of the restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, are invalid or for any reason become unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

11.4 Assignment of Powers. Any and all rights and powers of Developer provided for in this Declaration and any modification or amendment hereof may be delegated, transferred, assigned, conveyed or released by Developer to any third party and/or to the Association. The Developer's assignee shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein. Upon the effective date of such assignment, the assigning party shall be released of any and all liabilities of whatever nature arising out of acts or omissions subsequent to the effective date of the assignment.

11.5 Waiver and Exceptions. The failure by the Association, Developer, any Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which the Property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

11.6 Titles. All titles used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of this Declaration nor the meaning thereof.

11.7 Singular and Plural, Masculine and Feminine. The singular shall include the plural and the plural the singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.

11.8 Successors-in-Interest. Reference herein to either the Association or Developer shall include its respective successor, and each such successor shall succeed to the rights, powers and authority hereunder of its predecessor, whether by appointment or otherwise.

11.9 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, Developer, and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date hereof, after which time the covenants, conditions and restrictions hereof shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by Owners of not less than seventy-five percent (75%) of the Lots, has been recorded, agreeing to abolish or change these covenants, conditions and restrictions, in whole or in part.

11.10 Amendments. Amendments, including waivers, modifications, alterations, removals, changes and additions, to this Declaration may be made by Developer, or its successors and assigns, in its sole discretion, from time to time, so long as Developer (or its successors and assigns) retains ownership of a minimum of fifty percent (50%) of the Lots within the Property. Following the date Developer, its successors and assigns, no longer owns a minimum of fifty percent (50%) of the Lots, any provision contained in this Declaration may be amended, repealed, or additional provisions added to this Declaration, as follows:

A. Notice. Notice of the subject matter of the proposed amendment shall be included in a notice to the Owners of a meeting of the Association, at which the proposed amendment shall be considered.

B. Resolution. A resolution adopting a proposed amendment may be proposed by the Board or Developer. Unless otherwise specified in this Declaration, any proposed amendment must be approved by the Owners casting not less than two-thirds (2/3) of the aggregate number of votes cast by the Owners present at such meeting. Such votes may be cast in person or by proxy as provided for herein and in the Bylaws of the Association.

A copy of each amendment provided for in this Section shall be filed of record in the Register of Deeds for the County in which the Property is located. With respect to amendments, following the date the Developer no longer owns a minimum of fifty percent (50%) of the Lots, the Secretary of the Association shall file a certificate along with such amendment, certifying that the meeting at which the vote was taken was either the annual meeting of the Association or a special meeting of the Association, duly called in accordance with the Bylaws of the Association, and that the proper number of votes approving the amendment was obtained. Such certificate will be filed as part of or with such amendment.

Notwithstanding the foregoing, so long as Developer, or any assignee thereof, owns one (1) Lot, any such amendment (including, but not limited to, those modifying any "Construction Requirements" contained in Section 5.2 above) shall require the written consent of Developer in order to be effective. No amendment by the Owners materially impairing the rights of any mortgagee shall be binding on such mortgagee unless consented to in writing by such mortgagee.

11.11 Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof.

11.12 Enforcement and Arbitration.

A. The covenants set forth herein shall run with the land and bind each Owner, its successors and assigns, and all parties claiming by, through or under each Owner, and shall be taken to hold, agree and covenant by the Owner of each Lot, its successors and assigns, to conform and observe this Declaration and each and every term and condition hereof (but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during the term of its, his or their ownership of a Lot).

B. The Developer, the Owner or Owners of any of the Property and the Association shall have the right to seek enforcement of and/or to prevent the breach of the terms and conditions set forth herein and any rules or regulations established as permitted herein. Any action relating to any rights and obligations arising under, or in connection with, (a) this Declaration, including, but not limited to, an action to seek enforcement of and/or to prevent the breach of any of the covenants and restrictions contained herein, (b) pertaining to a Lot or all or any portion of the Common Area, or the condition thereof, and (c) any claim asserted by the Association, an Owner or Owners, former Owner(s), and contract purchasers, against Developer for any reason and/or any

real estate broker, agent or sales person participating in the sale of a Lot, shall be resolved solely and exclusively by arbitration in accordance with the Kansas Uniform Arbitration Act (the “Act”), as modified from time to time, in accordance with the procedure set out below. However, the provisions of this Section 11.12 shall not either prevent a party from obtaining a temporary injunction from a court of general jurisdiction pending designation of the arbitrators, from foreclosure or enforcement of any liens established pursuant to this Declaration or from enforcement of any order or decision of the arbitrators as provided herein. After the arbitrators have been selected and accepted such appointment, any temporary injunction order by the court of general jurisdiction shall be dissolved, and the arbitrators shall have exclusive power to resolve the subject matter of such injunction. The arbitration procedure is as follows:

i. Any of the aforementioned parties may request arbitration of any matter in dispute. The party requesting arbitration shall do so by giving written notice to the other party/parties, specifying in the notice the name and address of the person designated to act as arbitrator on the first party’s behalf. Within ten (10) days after the service of this notice, the other party/parties shall give notice to the first party, specifying the name and address of the person designated to act as arbitrator on the second party’s/parties’ behalf. If the second party/parties fails to notify the first party of the appointment of such party’s arbitrator within the time specified, then the first arbitrator appointed shall appoint the second arbitrator. The two arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed and the two arbitrators shall together appoint a third arbitrator. If the two arbitrators are unable to agree upon that appointment within twenty (20) days after the appointment of the second arbitrator, then the parties to such dispute may apply, upon notice to the other party, to the Kansas District Court located in the County in which the Property is located for the appointment of the third arbitrator. In rendering their award, the arbitrators shall have no power to modify any of the covenants, conditions and restrictions contained herein.

ii. The arbitrators so selected must be at least thirty-five (35) years old; may not be an Owner or occupant of a Lot; and shall have a minimum of five (5) years of experience in the residential real estate business, as either a sales agent, a residential developer or home builder.

iii. The arbitrators may grant any remedy or relief the arbitrators deem just and equitable and within the scope of the agreement of the parties. The arbitrators shall specifically have the power to order equitable relief, including, but not limited to, injunctions or specific performance. The award resulting from any arbitration hereunder shall be final and binding on the parties and judgment may be entered on the award and shall be enforced in accordance with the laws of the State of Kansas. If as part of any award any party is ordered to pay another party money, the amount to be so paid shall accrue interest at the rate of fifteen (15%) per annum from fifteen (15) days following the date of the award until the same is paid in full.

iv. The losing party in any such arbitration proceeding, as determined by the arbitrators, shall pay the prevailing party's costs and expenses of such arbitration, including, without limitation, reasonable attorneys' fees and costs. If no party is determined to have prevailed in such arbitration proceeding, then each party shall pay the fees and expenses of the original arbitrator appointed by that party; the fees and expenses of the other arbitrator and all other expenses of the arbitration shall be borne equally by the parties, and each party shall bear the expense of his own counsel, experts, and preparation and presentation of proof and the costs and expenses related thereto.

11.13 Exclusion of Applicability. The Developer and its assigns shall have the power at any time to waive any or all of the restrictions or covenants contained herein as to the Lots which are unimproved and under its ownership or the ownership of its assigns or licensed residential construction contractors at the time of such waiver. The Developer specifically reserves the right to carry on its business in the Property, so long as it owns a Lot, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessarily

11.14 Limitation on Liability.

A. Notwithstanding anything to the contrary contained herein, it is expressly agreed that neither the Developer (including without limitation any assignee of the interest of Developer hereunder) nor any member in Developer (or any assignee) or any officer, employee, or consultant of Developer shall have any personal liability to the Association or any Owner or other person or entity, arising under, in connection with, or resulting from (including, without limitation) any action or failure to act with respect to this Declaration, the Articles or Bylaws, the rules of the Association, the design guidelines of the appropriate Design Committee, or for any action taken, or not taken, pursuant to authority granted Developer, thereunder or with respect thereto. To the fullest extent permitted by law, neither the Developer, its members, the Association, the officers, employees, consultants or directors thereof or any Design Committee member, nor any other members of committees of the Association, shall be liable to the Association or any Owner or other person or entity for damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval or plans and specifications (whether or not defective), course of action, inaction, omission, negligence or the like made in good faith and which the Developer or the Association, any member, director, officer, consultant or employee thereof, or member of any such committee is reasonably believed within the scope of his duties.

B. TO THE EXTENT ALLOWED BY LAW AND EQUITY, NEITHER THE DEVELOPER NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY HEREUNDER TO ANY OWNER, FORMER OWNER OR PROSPECTIVE OWNER FOR CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES IN ANY EVENT.

11.15 Perpetuities; Alienation. It is expressly provided that the rule of property known as the rule against perpetuities and the rule of property restricting unreasonable restraints against alienation shall not be applied to defeat any provisions of this Declaration.

11.16 Abandoned Wells. In the past, oil and gas wells were drilled in the area of the Subdivision. It is possible wells were drilled and abandoned within the Property. Each Owner shall investigate such possibility to the extent it deems appropriate. Developer shall have no liability or responsibility therefore.

11.17 Trash Removal Services and Recycling. The Board shall select a single trash removal service contractor to provide regular weekly trash removal and recycling services to all residences within the Property. Each Owner or occupant of a completed residence shall utilize such trash and recycling services exclusively for such weekly services.. Except when placed at the curbside for pick up, not to exceed a 24 hour period, trash and recycling receptacles shall be stored within the garage or at another location which is not visible from any street.

11.18 Storage Pods and Other Facilities. Except as otherwise permitted from time to time by the Board, storage pods, containers or other similar storage facilities shall not be located in the open on a Lot, except on a temporary basis. A “temporary basis” shall mean (a) usage by the building contractors during the initial construction of the residence, or during substantial remodeling activity, and (b) following the completion of the initial residence, then only by the Owner in connection with their move into the residence or a move out of the residence for a period not to exceed ten consecutive days. Whether to allow exceptions to this prohibition is in the discretion of the Board.

IN WITNESS WHEREOF, Developer has executed this Declaration the day and year first above written.

DEVELOPER:

Double Down Developers, LLC

By: _____
Philip Ruffo, Manager

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me a Notary Public in and for the County and State aforesaid, personally appeared Philip Ruffo, Manager of Double Down Developers, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the above and foregoing instrument in writing on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

My appointment expires:

NOTARY PUBLIC

EXHIBIT A

[Plat of property marked to show minimum required square footages]

EXHIBIT B

Amenities of Bristol Hollows

The following is provided to minimize misunderstandings concerning what amenities shall be installed within the Common Area by the Developer. This listing is simply a broad description of the minimum amenities to be installed:

Reserves B shall contain a small playground.

EXHIBIT C

Example of Lot Drainage Requirements

1
2
3
4 **FIRST AMENDMENT TO AGREEMENT**
5 **CONCERNING THE DEVELOPMENT**
6 **OF THE BRISTOL HOLLOW, AN ADDITION**
7 **TO BEL AIRE, SEDGWICK COUNTY, KANSAS**
8

9 **THIS AGREEMENT** (hereinafter referred to as the “FIRST AMENDMENT”) is made
10 and entered into by and between Double Down Developers, LLC, a Kansas Limited Liability
11 Company, (hereinafter referred to as the "DEVELOPER") and the CITY OF BEL AIRE,
12 KANSAS, (hereinafter referred to as the "CITY").
13

14 **RECITALS:**
15

16 **WHEREAS**, the CITY and the DEVELOPER entered into a Development Agreement
17 concerning the development of Bristol Hollows (hereinafter referred to as the “ORIGINAL
18 DEVELOPMENT AGREEMENT.”) The ORIGINAL DEVELOPMENT AGREEMENT was
19 signed on March 6, 2020 and filed with the Sedgwick County Register of Deeds on April 14, 2020;
20 and
21

22 **WHEREAS**, the tract of land comprising Bristol Hollows, had been zoned Single-Family
23 Residential District (R-4) since 2008. Per the ORIGINAL DEVELOPMENT AGREEMENT, all
24 lots were to remain zoned (R-4). They were to be controlled by a for-profit development, as a
25 single controlling entity or owner for the approved development as presented. Construction upon
26 such lots were to adhere to two-family dwelling units (duplexes) as shown on the approved site
27 plan and adhere to height and area regulations for R-4 Developments. Any deviations from the
28 conceptual drawing would need to be submitted for review and approval by the CITY via the
29 formal re-platting process; and
30

31 **WHEREAS**, the DEVELOPER hired Armstrong Land Survey, P.A., (hereinafter referred
32 to as the “SURVEYOR”) in 2023, to complete metes and bounds surveys to split the lots. Neither
33 the DEVELOPER or SURVEYOR contacted the CITY to discuss local zoning regulations
34 regarding lot splits. The metes and bounds surveys were filed with the Sedgwick County Register
35 of Deeds Office, (15) on March 26, 2024 and (10) on June 7, 2024; and
36

37 **WHEREAS**, the CITY learned of the lot splits, due to staff noticing the lots were being
38 surveyed with property pins added in the middle of the lots within Bristol Hollows, which did not
39 comply with the ORIGINAL DEVELOPMENT AGREEMENT. The lot splits created non-
40 conforming issues with structure classifications, landscaping requirements, and interior lot line
41 requirements. City staff shared concerns regarding health and safety, in relation to the common
42 wall and fire wall ratings. City Council shared the following concerns as well: with two power
43 meters on one side of the structure how does each property have access to their power meter,
44 property owners not being aware of the zoning history and code requirements regarding
45 landscaping, property owners not being aware of common wall construction and how to settle
46 common wall issues with adjoining property owners, property owners not being aware of potential
47 shared pipes, property owners not being provided information with title searches and closing
48 documents; and
49

50 **WHEREAS**, the CITY and the DEVELOPER have been working together to establish a
51 way to bring the non-conforming structures into compliance within the zoning regulations of the
52 CITY. A Planned Unit Development would allow for more flexibility in the land development.
53 The Planned Unit Development Residential District (R-PUD) provides for development of
54 innovative residential development with varying height and area regulations, depending upon the
55 development agreement; and

56
57 **WHEREAS**, the DEVELOPER desires a zone change request in the CITY for Bristol
58 Hollows, from Single-Family Residential District (R-4) to a Planned Unit Development
59 Residential District (R-PUD), to create the Bristol Hollows Addition Planned Unit Development
60 Residential District (R-PUD), (hereinafter referred to as “BRISTOL HOLLOWES ADDITION R-
61 PUD”) in Bel Aire, Sedgwick County, Kansas, and

62
63 **NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the
64 DEVELOPER and the CITY agree as follows:

65
66 **PURPOSE.** The purpose of Planned Unit Developments are intended to allow substantial
67 flexibility in planning and designing a proposal. The CITY’s Planned Unit Development
68 Residential District (R-PUD) is intended to provide for development of innovative residential
69 development. It is more flexible in the form of relief from compliance with other more restrictive
70 zoning ordinances and design requirements.

71
72 **PROJECT DESCRIPTION.** This Planned Unit Development Residential District (R-
73 PUD) is intended to allow for the redevelopment of structures (duplexes) and lots that came into
74 existence legally and in conformance with all applicable zoning requirements but no longer
75 conform, due to the DEVELOPER’s unapproved lot splits. The duplexes will be converted to
76 townhouses with zero interior lot lines on a reduced lot size, as built. The landscaping requirements
77 will be modified, fire extinguishers will be required (need to compile and add more information),
78 . It is recognized that lot splits do occur and that the CITY does not currently have a lot split process
79 for this type of scenario. This agreement is necessary to address the need of bringing non-
80 conforming structures into compliance with the zoning regulations of the CITY, to promote safety,
81 address concerns, prevent blight, and benefit the surrounding community as a whole.

82
83 **BRISTOL HOLLOWES ADDITION R-PUD PROJECT LEGAL DESCRIPTION.** The
84 tract of land herein referred to as BRISTOL HOLLOWES ADDITION R-PUD project to the City of
85 Bel Aire, Kansas has the following legal description, to-wit:

86
87 Legal Description:
88 Lots 1 through 19, Block A, and Lots 1 through 21, Block B, Bristol Hollows
89 Addition, Bel Aire, Sedgwick County, Kansas.

90
91 General Description:
92 53rd Street North and Bristol Street, Bel Aire, Sedgwick County, Kansas

93
94 **PERMITTED USE.** The Bristol Hollows Addition R-PUD to the City of Bel Aire, Kansas
95 shall have the uses permitted in the “R-4” Single Family Residential District, as defined in the 2020
96 revised Bel Aire codified city code, including the following uses with additional conditions:

97
98 “R-4” Single Family:

- 99 · Single-Family
- 100 · Two-Family

CONDITIONS.

- 103 1. Lot splits are permitted for all lots within this R-PUD. Applications for lot splits shall be
104 submitted to the CITY for approval.
- 106 2. Lot splits shall be recorded with the Sedgwick County Register of Deeds office to establish
107 a new zoning lot upon the approval of the lot split by the CITY.
- 109 3. Lot splits recorded with the Sedgwick County Register of Deeds office prior to this
110 agreement ((15) on March 26, 2024 and (10) on June 7, 2024) shall be considered as
111 approved by the CITY.
- 113 4. The respread of special assessment taxes shall be divided 50% of aggregate to each new lot
114 created within the lot split.
- 116 5. The property development standards of the “R-4” Single-Family Residential Zoning district
117 shall apply to lots 1 through 19, Block A, and lots 1 through 21, Block 4 with the following
118 exceptions:
 - 120 a. There shall be no required interior side yard setbacks, provided units on the divided
121 lots share a common wall.
 - 123 b. Divided lots, as permitted by provision 1, shall have a minimum lot area of 4,000
124 square feet.
 - 126 c. Divided lots, as permitted by provision 1, shall maintain a minimum lot width of
127 25’ as measured along the front building setback line.
 - 129 d. All dwellings shall be built to all applicable building standards adopted by the
130 CITY.
- 132 6. All construction of dwellings constructed prior to the approval of this Planned Unit
133 Development shall be considered in accordance with said R-PUD to a duplex building
134 standard as an exception to all applicable building standards adopted by the CITY. The
135 landscape requirement should be divided equally between the two new lots.
- 137 7. Homes on lots that are split will be considered townhouses as defined in the Townhouse
138 Ownership Act outlined in Chapter 58 Article 37 of the Kansas State Statutes. All applicable
139 sections of the act will apply to all lots that are split within this R-PUD.
- 141 8. Title: The transfer of the title on all or any portion of the land included in this R-PUD does
142 not constitute a termination of the plan or any portion thereof, but said plan shall run with
143 the land for residential development and be binding upon the present owners, their
144 successors and assigns and amended.
- 146 9. Homeowners Association: A document to create and operate a homeowner’s association
147 shall be filed with the Final R-PUD Plan and Plat for each parcel to provide for the

148 maintenance of open space, common areas, reserves, parking areas if any, signs, logos,
 149 berms, screening walls, landscaping, buffer areas, drainage channels, swales, reserve alley
 150 areas, hedge-rows within adjacent arterial street rights-of-ways, common or shared parking
 151 areas, etc. Said document shall be received by the CITY and recorded with the Sedgwick
 152 County Register of Deeds. Upon the failure of the Homeowners Association(s) to properly
 153 and adequately maintain any of the areas listed above, the CITY may serve notice on the
 154 Homeowners Association(s) of its failure to so maintain, setting out the manner in which it
 155 has failed to perform, and granting it ten (10) days within which to perform all of the items
 156 designated in said notice. After said ten (10) days, the CITY may, at its option, enter upon
 157 the property to perform the work prescribed in said notice of deficiency, and the cost of such
 158 work performed by the CITY shall be assessed against the Homeowners Association(s)
 159 and/or property owners within the subdivision.

- 161 10. Developers Agreement: This FIRST AMENDMENT shall accompany the Final R-PUD
 162 Plan and Plat which shall be recorded with the Sedgwick County Register of Deeds.
- 164 11. The R-PUD and proposed uses are for the existing buildings. Should any other development
 165 take place within the R-PUD area in the future, it shall be subject to site plan submittal to
 166 the CITY's Director of Planning. Future development shall comply with the spirit and intent
 167 of this R-PUD or may be approved if determined to cause no further burden to the
 168 community.
- 170 12. The development of this property shall proceed in accordance with the development plan as
 171 recommended for approval by the Planning Commission and approved by the Governing
 172 Body, and any substantial deviation of the plan, as determined by the CITY's Director of
 173 Community Development, shall constitute a violation of the building permit authorizing the
 174 proposed development.
- 176 13. Amendments, adjustment or interpretations to this R-PUD shall be done in according with
 177 the CITY's code.
- 179 14. Landscaping: Each Lot is to have a minimum of one (1) tree planted in the front yard of
 180 each Lot and the trunk of each tree should be a minimum of two (2) inches in diameter.
 181 Corner Lots require a minimum of three (3) trees planted on each Lot. (This language has
 182 also been added to the "Declaration of Covenants, Conditions, Restrictions, Easements and
 183 Disclosures for Bristol Hollows Phase II", page 13.)
- 185 15. Restrictive Covenants: Shall be filed with the final R-PUD plan for each parcel, with the
 186 Sedgwick County Register of Deeds.
- 188 16. Townhouses are defined as a multi-family dwelling, in which a group of 2 or more attached
 189 single-family dwelling units is constructed so that each unit extends from foundation to roof
 190 and has open space on at least 2 sides. Each unit of the townhouse may be placed on a
 191 separate lot in which the internal setbacks between each attached unit shall be 0 feet, as
 192 specified herein.
- 194 17. If lots are developed as zero lot lines; each lot where abutting and adjoining another lot line
 195 shall provide a minimum of a 6-foot maintenance and access easement for the benefit of
 196 adjoining owner(s), their successors and assigns, and/or their agents, and emergency

personnel. The maintenance access easements shall be platted for the purpose of pedestrian emergency access, residence construction and residence maintenance, the extension of the footing, and for a 2-foot overhang of the structure on the adjoining lot.

18. The Developer shall strictly observe and comply with 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. Any violations occurring while the Developer or any designated builder is in title to the offending lot or lots, shall constitute a material breach of this agreement:
19. To ensure public health and safety, each structure will require a fire extinguisher in the kitchen/cooking area, that is maintained and inspected regularly. (This language is included in the "Party Wall Agreement Concerning Development in the Bristol Hollows Addition R-PUD".)
20. To ensure public health and safety, if in any structure, there are any penetrations in the sheetrock of the common wall, the occupant must use Fire-Gard Fire-Stopping Sealant Caulk. Any penetrations shall be caulked and sealed at all times. (This language is included in the "Party Wall Agreement Concerning Development in the Bristol Hollows Addition R-PUD".)
21. DEVELOPER must serve the "Party Wall Agreement Concerning Development in the Bristol Hollows Addition R-PUD" to all adjoining owners.

OBJECTIVE. A specific objective 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 Bristol Hollows Addition R-PUD to the CITY. 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.

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 Bristol Hollows 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 Bristol Hollows Addition R-PUD to the CITY. 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.

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 Bristol Hollows 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 right-of-way located along 53rd St N. per the approved City Engineer's drawings on file for Bristol Hollows Addition R-PUD. 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.

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.

PERMITS. No construction shall commence on any portion of the tract of land herein referred to Bristol Hollows Addition R-PUD project to the CITY without the DEVELOPER, or its designated builder, having first obtained the proper building and zoning permits from the CITY.

The development of Bristol Hollows Addition project to the CITY 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.

RECORDING. The DEVELOPER shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds within 30 days of final approval by the Governing Body and within 45 days provide CITY with 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

303 **THIS AGREEMENT** is hereby signed on this _____ day of November, 2024.

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Double Down Developers LLC, (DEVELOPER)

Philip J. Ruffo, Managing Member

THIS AGREEMENT was approved by the Governing Body of the City of Bel Aire,
Kansas, on this _____ day of November, 2024 and is hereby signed on this _____
date of November, 2024.

City of Bel Aire, Kansas, (CITY)

Jim Benage, Mayor

SEAL

ATTEST:

Melissa Krehbiel, City Clerk

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ACKNOWLEDGEMENTS

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of November, 2024, before me, a Notary Public, came Philip J. Ruffo, as Managing Member of Double Down Developers, LLC, a Kansas limited liability company, DEVELOPER, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the BRISTOL HOLLOWS ADDITION R-PUD to the City of Bel Aire, Kansas.

NOTARY PUBLIC

My Appointment Expires: _____

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of November, 2024, 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 foregoing Agreement Concerning the Development of BRISTOL HOLLOWS ADDITION R-PUD 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: _____

**PARTY WALL AGREEMENT
CONCERNING DEVELOPMENT IN
BRISTOL HOLLOWS ADDITION R-PUD**

1. Parties and Property

1.1 This Party Wall Agreement ("Agreement") is made on (DATE) between (PARTY A) and (PARTY B) collectively referred to as the "Parties."

1.2 Owner A is the owner of the property located at (ADDRESS A)

1.3 Owner B is the owner of the adjacent property located at (ADDRESS B)

1.4 The properties share a common wall ("Party Wall") along their shared boundary.

2. Governing Law

2.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

3. Ownership and Rights

3.1 The Parties agree that they each own an undivided one-half interest in the Party Wall.

3.2 Each Party shall have the right to use the Party Wall for support of their respective buildings and structures.

3.3 Neither Party shall make any alterations to the Party Wall that would impair its structural integrity or interfere with the other Party's use without prior written consent.

4. Maintenance and Repairs

4.1 The Parties shall equally share the cost of maintaining and repairing the Party Wall.

4.2 If one Party's actions necessitate repairs, that Party shall bear the full cost of such repairs.

4.3 Emergency repairs may be undertaken by either Party, with costs to be shared equally unless Section 4.2 applies.

5. Destruction and Reconstruction

5.1 If the Party Wall is partially or totally destroyed, the Parties shall rebuild it at their joint expense, unless one Party elects not to rebuild their structure.

5.2 If one Party elects not to rebuild, they shall contribute half the cost of demolition and shall have no further rights in the Party Wall.

6. Dispute Resolution

6.1 Any disputes arising from this Agreement shall be resolved through mediation before resorting to litigation.

6.2 If mediation fails, this contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

7. Binding Effect

7.1 This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors, and assigns.

47 8. Amendments
48 8.1 This Agreement may only be amended by written instrument signed by both Parties.
49
50 9. Severability
51 9.1 If any provision of this Agreement is held invalid or unenforceable, the remainder shall
52 remain in full force and effect.
53
54 10. Exhibit A
55 10.1 A drawing of the party wall is depicted in Exhibit A and incorporated herein, by reference.
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57 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above
58 written.
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63 *[Remainder of this page intentionally left blank]*
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93 **THIS AGREEMENT** is hereby executed on this _____ day of _____, 20__.

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96 PARTY A

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110 PARTY B

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ACKNOWLEDGEMENTS

STATE OF KANSAS)
COUNTY OF SEDGWICK)
 ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 202__,
before me, a Notary Public, came Party A, _____, who is known to me and who personally
acknowledged execution of the foregoing Agreement concerning the PARTY WALL
AGREEMENT CONCERNING DEVELOPMENT IN BRISTOL HOLLOWS ADDITION R-
PUD to the City of Bel Aire, Kansas.

Notary Public

My Appointment Expires: _____

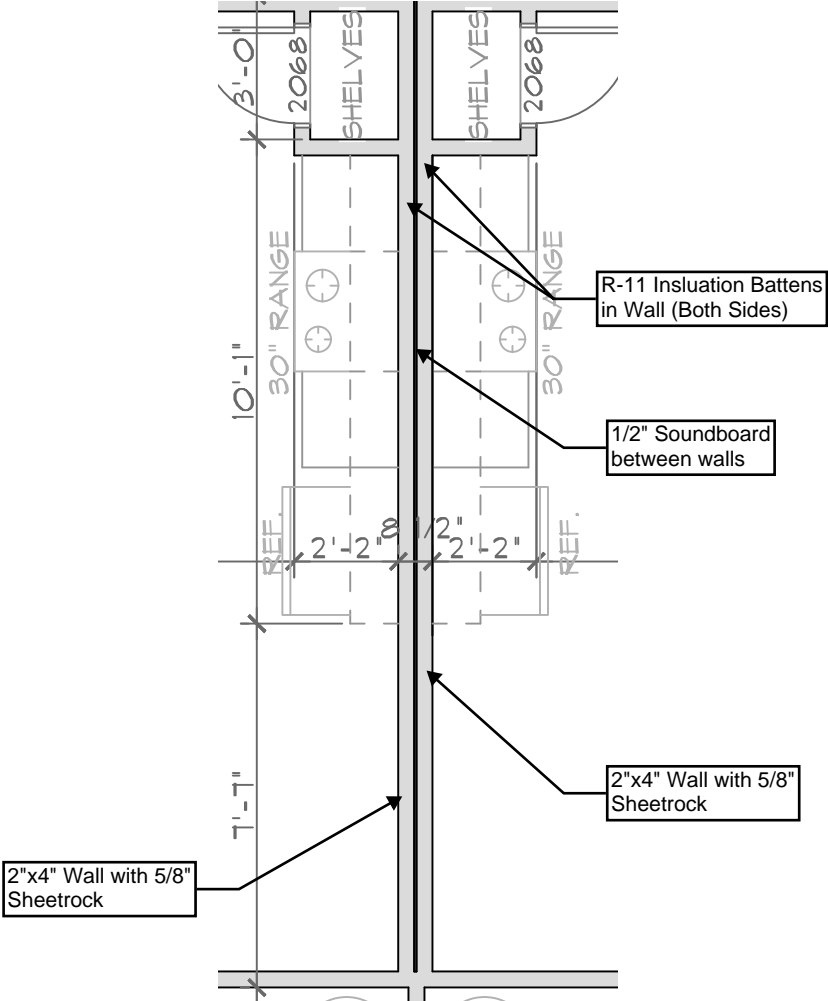
STATE OF KANSAS)
COUNTY OF SEDGWICK)
 ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 202__,
before me, a Notary Public, came Party B, _____, who is known to me and who personally
acknowledged execution of the foregoing Agreement concerning the PARTY WALL
AGREEMENT CONCERNING DEVELOPMENT IN BRISTOL HOLLOWS ADDITION R-
PUD to the City of Bel Aire, Kansas.

Notary Public

My Appointment Expires: _____

DUPLEX WALL SEPARATION DETAIL
BRISTOL R-PUD



City of Bel Aire

STAFF REPORT

DATE: 11/14/2024

TO: Bel Aire Planning Commission
FROM: Paula Downs
RE: Agenda

STAFF COMMUNICATION	
FOR MEETING OF	11/14/24
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

PUD-24-07 (previously PUD-24-03). Zone change request in the City from Single-Family Residential District (R-4) to a Planned Unit Development Residential District (R-PUD) to create the Bristol Hollows Addition R-PUD, for the purpose of bringing structures that were conforming in 2020, but made non-conforming due to lot splits in 2023 that were completed without City notice and approval, generally located at 53rd Street North and Bristol Street.

The city placed an ad in the Ark Valley Newspaper as required by the city code. The affidavit of publication is in the packet. The PUD process required notification of surrounding property owners.

City staff met with the applicants to finalize details that was important for the process.

History

The property has been zoned R-4 since 2008 and was replatted in 2020. The R-4 zoning district has a 10’ side yard set back requirement.

Without knowledge of our processes, the developer hired a surveying company that completed a metes and bounds survey to split the lots. This survey was filed with the Sedgwick County Register of Deeds Office, which accepted and processed the lot split.

The discovery of lot splits outside of the city process changed how a single structure defined in the city building and zoning code could be divided into two single structures. The agreements and understanding of use were changed. The zoning code and building code issues created within the Bel Aire is not a new problem in the region for other jurisdictions.

Final plat of Bristol Hollows was approved in November 2019. Final plat document was approved by City Council December 2019.

A Development Agreement was approved by City Council and signed on April 7, 2020. Key elements of the Development Agreement:

Status of Construction:

- Currently 40 two-family homes (duplexes);
- Lots are at all stages of construction;
- Some lots have not yet been constructed;
- Some lots have received final occupancy certificates;
- City has issued building permits based on building plans submitted;
- Lot split information was discovered around August- building inspector noticed boundary pins on the lots and Sedgwick County Geographic Information Systems (GIS) search confirmed lot splits had been completed.

Golden Factors:

- **The character of the neighborhood;**

The City of Kechi and county are rural residential. Bel Aire has housing that is built and utilized for the current zoning R-4 residential duplex design. The senior housing south of the PUD area is a low impact residential multi-family use.

- **The zoning and uses of nearby properties;**

North- Rural residential, Agriculture
East-R-4 and R-5.
South-R-4 single family with reduced side yard setbacks,
West-R-4, Agriculture

- **The suitability of the subject property for the uses to which it has been restricted;**

The City of Bel Aire 2018 Master Growth Plan is in line with the existing and proposed uses.

- **Extent to which removal of the restrictions will detrimentally affect nearby property;**

There are no adverse changes to nearby properties based on the approved City of Bel Aire 2018 Master Growth Plan.

- **Length of time the property has remained vacant as zoned;**

The PUD area was vacant for 16 years- 2008 to 2024.

- **Relative gain to the public health, safety, and welfare by the destruction of the value of petitioner’s property as compared to the hardship imposed upon the applicant;**

The City of Bel Aire will gain affordable single-family housing with each family responsible as owners. Ownership adds value to neighborhoods and to the city.

- **Conformance of the requested change to the adopted or recognized Comprehensive (master plan) being utilized by the city.**

The city 2018 Master Growth Plan is in line with the existing and proposed uses.

- **Impact of the proposed development on community facilities.**

City installed a lift station and has prepared for development in this area. The city has required separate water and sewer for each unit. Community facilities are in place with no adverse impact.

- **Opposition or support of neighborhood residents. By itself this factor is not a sufficient reason to approve or deny a request.**

Letter from a property owner in the notification area concerned that construction was going to be very dense. They reviewed the case and were satisfied with the development.

Recommendations of professional staff:

Staff recommends APPROVAL WITH MODIFICATIONS of the zone change request from Single-Family Residential District “R-4” to a Planned Unit Development Residential District “R-PUD” in PUD-24-07 (originally PUD-24-03), and the following conditions be attached to this recommendation:

- a. An updated plat depicting the Bristol Hollows Addition R-PUD shall be provided for council consideration, and if approved by council, it will be attached to the ordinance as Exhibit A; and,
- b. The platter’s text in Exhibit A will reference additional documents, such as; the Restrictive Covenants, First Amendment to the Original Development Agreement, Wall Agreement, and Easement Agreement Re: Access to Power Meter. Those documents will be incorporated by reference, to the Bristol Hollows Addition R-PUD and ordinance; and
- c. The applicant shall file the ordinance and all documents incorporated by reference to the Bristol Hollows Addition R-PUD, with the Sedgwick County Register of Deeds. Proof of filings shall be provided to the Bel Aire City Clerk, within 30 days of filing with the Sedgwick County Register of Deeds.

(Published once in The Wichita Eagle on October 25, 2024.)

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on November 14, 2024, the City of Bel Aire Planning Commission will consider the following PUD hearing in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

PUD-24-03. Proposed a Final PUD containing approved duplexes to be converted townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built.

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

General Location: E 53rd St N and Bristol St.

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 24 day of October, 2024.

/s/ Paula Downs

Bel Aire Planning Commission Secretary

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
146319	605950	Print Legal Ad-IPL02012600 - IPL0201260		\$311.16	1	48 L

Attention: No Contact

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

MKrehbiel@belaireks.gov

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

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DATED this 24 day of October, 2024.

/s/ Paula Downs
Bel Aire Planning Commission Secretary
IPL0201260
Oct 25 2024

In The STATE OF KANSAS
In and for the County of Sedgwick

1 insertion(s) published on:

10/25/24

STATE OF KANSAS)

SS

County of Sedgwick)

Mary Castro, of lawful age, being first duly sworn, depose and saith: That he is Record Clerk of The Wichita Eagle, a daily newspaper published in the City of Wichita, County of Sedgwick, State of Kansas, and having a general paid circulation on a daily basis in said County, which said newspaper has been continuously and uninterruptedly published in said County for more than one year prior to the first publication of the notice hereinafter mentioned, and which said newspaper has been entered as second class mail matter at the United States Post Office in Wichita, Kansas, and which said newspaper is not a trade, religious or fraternal publication and that a notice of a true copy is hereto attached was published in the regular and entire Morning issue of said The Wichita Eagle from 10/25/2024 to 10/25/2024.

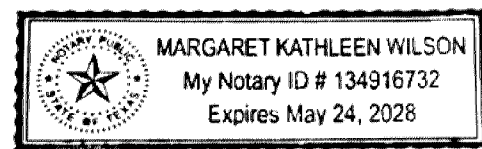
Mary Castro

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

DATED: 10/25/2024

Margaret K. Wilson

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



AFFIDAVIT OF PUBLICATION

State of Kansas, Sedgwick County, ss:

Melissa Krehbiel, City Clerk

Being first duly sworn, deposes and says:

That I, Melissa Krehbiel, City Clerk of the City of Bel Aire, Kansas, has published the attached notice on the City of Bel Aire website, www.belaireks.gov, which website is designated as the official City newspaper for the City of Bel Aire, Kansas by Charter Ordinance No. 25, effective August 6, 2024.

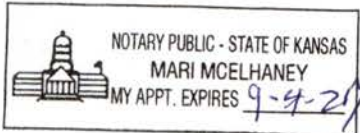
That the attached Notice of Public Hearing (PUD-24-03) is a true copy thereof and was published on such website beginning on the 24th day of October, 2024.



Signature

SUBSCRIBED AND SWORN to before me this 7th day of November, 2024.

(seal)





Notary Public

City of Bel Aire
Melissa Krehbiel – City Clerk
7651 East Central Park Avenue, Bel Aire, Kansas 67226
316-744-2451
www.belaireks.gov



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



FINAL PUD REVIEW

Address of proposed project: Bristol Hollows Addition PUD-24-03


This report is to document that on 8.30.24 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 8/30/24

Keith Price
REVIEWED BY 

Comments:

Lot splits were completed prior to city approval and filed with the county. City staff has met with stakeholders. Final draft comments below:

- No utility companies were notified, the Townhouse ownership Act can solve any cross-lot concerns to protect property rights.
- The landscape concern is each single-family dwelling is 3 trees interior, two-family is 4 trees interior. Street trees no less than 1 per lot, corner lot no less than 2. The net increase of required trees is based on number of lots created. No increase of corner lots but it shifts the burden.
- Zoning code 18.1.4 indicates that the city building code item- R302, and Table 302.1(1) that still relates to the rating of the wall from both sides. Under number 5 of the proposed PUD submittal the information should be changed to state ...accordance with said Planned Unit Development to a duplex building standard as an exception to all applicable building standards adopted by the city of Bel Aire.
- <http://www.belaireks.citycode.net/> is the link to find the requirements for platting and zoning.

APPLICATION

PUD-24-07

This form MUST be completed and filed at City Hall, Bel Aire, Kansas, 6751 E Central Park, Bel Aire, Kansas 67226. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED. Check the appropriate box below for type of application being submitted. A separate application and filing fee is required for each application. A preapplication conference with City Staff is recommended before filing this application.

-
- ☐ Change Zoning Districts: From: R-4 to Planned Unit Development Residential District (R-PUD)
 - ☐ Amendments to Change Zoning Districts _____
 - ☐ Preliminary PUD _____ ☐ Preliminary PUD with plat/ zoning
 - ☒ Final PUD ☐ Final PUD with plat/ zoning

City of Bel Aire Planning Commission

☐ Approved ☐ Rejected

Comments to City Council

City of Bel Aire Council

☐ Approved ☐ Rejected

Name of owner Double Down Developers LLC (Phil Ruffo)

Address 13201 E. Pawnee, Wichita KS Telephone 316-734-4152

Agent representing the owner Garver LLC (Kenneth Lee)

Address 1995 Midfield Rd, Wichita KS Telephone 316-258-3190

1. The application area is legally described as Lot(s) Lots 1-19, Block A and Lots 1-21, Block B
Bristol Hollows Addition, Bel Aire, Kansas. If appropriate, a metes and
bounds description may be attached.

2. The application area contains 13.1 acres.

3. This property is located at (address) 5600 E. Bristol Street which is generally
located at (relation to nearest streets) 53rd Street North and Bristol Street.

4. County control 30013776-30013794, 30026337-30026341
number: 30013807-30013827, 30027474-30027483
30026342-30026351

5. NAMES OF OWNERS - For land inside the city limits, an ownership list of the
names, addresses and zip codes of the owners of record of real property located within

200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

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

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


1. Applicant Double Down Developers LLC (Phil Ruffo) Phone 316-734-4152
Address 13201 E. Pawnee, Wichita KS Zip Code 67230

Agent Garver LLC (Kenneth Lee) Phone 316-258-3190
Address 1995 Midfield Rd, Wichita KS Zip Code 67209

2. Applicant _____ Phone _____
Address _____ Zip Code _____

Agent _____ Phone _____
Address _____ Zip Code _____

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


Applicant's Signature _____ BY _____ Authorized Agent (If Any) _____

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

City of Bel Aire

STAFF REPORT

DATE: 09/06/2024

TO: Bel Aire Planning Commission
FROM: Keith Price
RE: Agenda

STAFF COMMUNICATION	
FOR MEETING OF	9/12/24
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

CON-24-02 Property owner has requested to build an oversized private use shed in an R-1 zoned District.

The city placed an ad in the Ark Valley Newspaper as required by the city code. The affidavit of publication is in the packet. The Conditional Use process required notification of surrounding property owners.

History

The property has been zoned R-1 as the city was established.

Discussion

The one-acre parcels in the neighborhood near the lot many have oversized sheds, some have gone through zoning process for the same reason, height or footprint of the shed exceeding the primary structure.

• The character of the neighborhood;

There are 3 oversized out buildings within 400’ of the subject lot as accessory to a single-family house.

• The zoning and uses of nearby properties;

North- R-1 Single-family uses
East-R-1 single family uses
South- (Wichita) Commercial
West-R-1 Single family use, C-1 and city utility

- **The suitability of the subject property for the uses to which it has been restricted;**
The city 2018 Master Growth Plan is in line with the existing and proposed uses.
- **The extent to which removal of the restrictions will detrimentally affect nearby property;**
No adverse changes based on the approved 2018 Master Growth Plan.
- **The length of time the property has been vacant as zoned;**

N/a.
- **The relative gain to the public health, safety, and welfare by the destruction of the value of petitioner's property as compared to the hardship imposed upon the individual landowners;**

N/a
- **Recommendations of permanent staff; and**

Staff recommends approval of the private use shed as presented.
- **Conformance of the requested change to the adopted or recognized master plan being utilized by the city.**
The city 2018 Master Growth Plan is in line with the existing and proposed uses.
- **The opinions of other property owners may be considered as one element of a decision in regard to the amendment associated with a single property, however, a decision either in support of or against any such rezoning may not be based upon a plebiscite of the neighbors.**

PUD-24-02.SD-24-03 Proposed a Platting and rezoning PUD to R-5 and R-6, single and multifamily uses from R-4, and to include C-1 commercial as zoned.

The city placed an ad in the Ark Valley Newspaper as required by the city code. The affidavit of publication is in the packet. The PUD process required notification of surrounding property owners.

The city review of the plat is in your packet. The newest revision will be posted.

History

The property has been zoned R-4 and C-1 by 2008 with different processes. The property west, Englert Addition Plat and special use permit was filed in 2016, Ordinance 590 allows animals on lot one, block A as a non-business use. The property south, Ordinance 654 changed the property from C-1 to R-6 in 2019 and was replatted in 2020 as Homestead Senior Landing. The city of Kechi is west of the property, that land is unplatted, however, 00520984, the north parcel, has a farm between Oliver the MOPAC railroad. There is also a property, 00520982, surrounded by this proposal that has been used for many types of rural residential uses, but now is used as single-family household.

The city staff needs clarification as listed in the city review to the engineering firm provided in your packet dated 8/30/24. Additional updates have been provided and the latest will be in the packet.

Discussion

The 2018 Master Growth Plan the land is shown as Residential Medium Density Figure 3:4 preferred growth with a park service area. Figure 3.5 indicates that the residential use preferred would be a level 2 intensity; this request is a level 3. Based on this table the use is within the adjacent acceptable use category.

- The character of the neighborhood;

The Kechi and county are rural residential, Bel Aire has housing that is built and utilized for the current zoning R-4 residential. The senior housing south is a low impact residential multi-family use.

- The zoning and uses of nearby properties;

North- Rural residential, Agriculture
East-R-4 with a Special Use permit approved.
South-R-6 single family, Senior housing; southwest (Wichita) Commercial, SF-5
West-R-4 Ranch, Farm, Agriculture

- The suitability of the subject property for the uses to which it has been restricted;
The city 2018 Master Growth Plan is in line with the existing and proposed uses.

- **The extent to which removal of the restrictions will detrimentally affect nearby property;**
No adverse changes based on the approved 2018 Master Growth Plan.
- **The length of time the property has been vacant as zoned;**
2006 to 2024, 18 years.
- **The relative gain to the public health, safety, and welfare by the destruction of the value of petitioner's property as compared to the hardship imposed upon the individual landowners;**

The land contained in the application has been included in future modeling, design and construction for water and sewer design sizing to provide city services to the area. Water and sewer services are readily available to develop the area.

- **Recommendations of permanent staff; and**
The proposed preliminary plat and preliminary PUD are recommended, with the expectation that the minimum living space for each parcel area is determined. Landscape concepts and sidewalk routes be provided with the final submittals. On street parking and onsite parking be reviewed for the final PUD. The drainage design is acceptable for the density of the developed areas.
- **Conformance of the requested change to the adopted or recognized master plan being utilized by the city.**
The city 2018 Master Growth Plan is in line with the existing and proposed uses.
- **The opinions of other property owners may be considered as one element of a decision in regard to the amendment associated with a single property, however, a decision either in support of or against any such rezoning may not be based upon a plebiscite of the neighbors.**

If the Planning Commission fails to approve or disapprove the preliminary plat within 60 days after the date such plat is filed or from the date the subdivider has filed the last item of required data, whichever date is later, then such preliminary plat shall be deemed to have been approved, unless the subdivider shall have consented in writing to extend or waive such time limitation.

PUD-24-03. Proposed a Final PUD containing approved duplexes to be converted townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built.

The city placed an ad in the Ark Valley Newspaper as required by the city code. The affidavit of publication is in the packet. The PUD process required notification of surrounding property owners.
City staff met with the applicants to finalize what was important for the process.
The city review of the plat is in your packet. The newest revision will be posted.

History

The property has been zoned R-4 since 2008 and replatted in 2020. The R-4 zoning district has a 10’ side yard set back requirement. The old Chapel Land plat would have allowed a 6’ side yard with conditions.

The discovery of lot splits outside of the city process changed how a single structure defined in the city building code could be divided into two single structures. The agreements and understand of use were changed. The zoning code and building code issues created within the Bel Aire is not a new problem in the region for other jurisdictions.

Discussion

The city will be working on lot split code changes and updating building codes; that doesn’t imply this type method could be used city wide by dividing lots and selling each as a separate buildings as viewed currently with a lesser construction method. The intent is to provide a sustainable neighborhood with conditions in place to maintain property values.

- **The character of the neighborhood;**

The Kechi and county are rural residential, Bel Aire has housing that is built and utilized for the current zoning R-4 residential duplex design. The senior housing south is a low impact residential multi-family use.

- **The zoning and uses of nearby properties;**

North- Rural residential, Agriculture
East-R-4 and R-5.
South-R-4 single family with reduced side yard setbacks,
West-R-4, Agriculture

- **The suitability of the subject property for the uses to which it has been restricted;**
The city 2018 Master Growth Plan is in line with the existing and proposed uses.

- **The extent to which removal of the restrictions will detrimentally affect nearby property;**

No adverse changes based on the approved 2018 Master Growth Plan.

- **The length of time the property has been vacant as zoned;**

2008 to 2024, 16 years.

- **The relative gain to the public health, safety, and welfare by the destruction of the value of petitioner's property as compared to the hardship imposed upon the individual landowners;**

Affordable single-family housing with each family responsible as owners is the gain. Housing is Bel Aire's crop that increases land value for every viable sustainable property.

- **Recommendations of permanent staff; and**

The proposed PUD Under number 5 of the proposed PUD submittal the information should be changed to state ...accordance with said Planned Unit Development to a duplex building standard as an exception to all applicable building standards adopted by the city of Bel Aire. The landscape requirement should be divided equally between the two new lots.

- **Conformance of the requested change to the adopted or recognized master plan being utilized by the city.**

The city 2018 Master Growth Plan is in line with the existing and proposed uses.

The opinions of other property owners may be considered as one element of a decision in regard to the amendment associated with a single property, however, a decision either in support of or against any such rezoning may not be based upon a plebiscite of the neighbors.

PUD-24-04. Proposed a Final PUD containing approved duplexes to be converted townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built in a portion of Chapel Landing.

The city placed an ad in the Ark Valley Newspaper as required by the city code. The affidavit of publication is in the packet. The PUD process required notification of surrounding property owners.

City staff met with the applicants to finalize what was important for the process.

The city review of the plat is in your packet. The newest revision will be posted.

History

The property has been zoned R-4 since 2008 and replatted in 2020. The R-4 zoning district has a 10’ side yard set back requirement. The old Chapel Land plat would have allowed a 6’ side yard with conditions.

The discovery of lot splits outside of the city process changed how a single structure defined in the city building code could be divided into two single structures. The agreements and understand of use were changed. The zoning code and building code issues created within the Bel Aire is not a new problem in the region for other jurisdictions.

Discussion

The city will be working on lot split code changes and updating building codes; that doesn’t imply this type method could be used city wide by dividing lots and selling each as a separate buildings as viewed currently with a lesser construction method. The intent is to provide a sustainable neighborhood with conditions in place to maintain property values.

- **The character of the neighborhood;**

The Kechi and county are rural residential, Bel Aire has housing that is built and utilized for the current zoning R-4 residential duplex design. The senior housing south is a low impact residential multi-family use.

- **The zoning and uses of nearby properties;**

North- R-4
East-R-4, Agriculture, R-5.
South-R-4 single family with reduced side yard setbacks, R-1
West-R-4, R-6 senior housing

- **The suitability of the subject property for the uses to which it has been restricted;**
The city 2018 Master Growth Plan is in line with the existing and proposed uses.

- **The extent to which removal of the restrictions will detrimentally affect nearby property;**

No adverse changes based on the approved 2018 Master Growth Plan.

- **The length of time the property has been vacant as zoned;**

2008 to 2024, 16 years.

- **The relative gain to the public health, safety, and welfare by the destruction of the value of petitioner's property as compared to the hardship imposed upon the individual landowners;**

Affordable single-family housing with each family responsible as owners is the gain. Housing is Bel Aire's crop that increases land value for every viable sustainable property.

- **Recommendations of permanent staff; and**

The proposed PUD Under number 5 of the proposed PUD submittal the information should be changed to state ...accordance with said Planned Unit Development to a duplex building standard as an exception to all applicable building standards adopted by the city of Bel Aire. The landscape requirement should be divided equally between the two new lots.

- **Conformance of the requested change to the adopted or recognized master plan being utilized by the city.**

The city 2018 Master Growth Plan is in line with the existing and proposed uses.

The opinions of other property owners may be considered as one element of a decision in regard to the amendment associated with a single property, however, a decision either in support of or against any such rezoning may not be based upon a plebiscite of the neighbors.

City of Bel Aire

STAFF REPORT

DATE: 10/09/2024

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

STAFF COMMUNICATION	
FOR MEETING OF	10/15/24
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

PUD-24-03. Proposed a Final PUD containing approved duplexes to be converted to townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built.

The city placed an ad in the Ark Valley Newspaper as required by the city code. The affidavit of publication is in the packet. The PUD process required notification of surrounding property owners.

City staff met with the applicants to finalize details what was important for the process.

History

The property has been zoned R-4 since 2008 and was replatted in 2020. The R-4 zoning district has a 10’ side yard set back requirement.

Without knowledge of our processes, the developer hired a surveying company that completed a metes and bounds survey to split the lots. This survey was filed with the Sedgwick County Register of Deeds Office, which accepted and processed the lot split.

The discovery of lot splits outside of the city process changed how a single structure defined in the city building code could be divided into two single structures. The agreements and understanding of use were changed. The zoning code and building code issues created within the Bel Aire is not a new problem in the region for other jurisdictions.

Final plat of Bristol Hollows was approved in November 2019. Final plat document was approved by City Council December 2019.

Development Agreement

The Development Agreement was approved by City Council and signed on April 7, 2020. Key elements of the Development Agreement:

- Purpose; Paragraph three (3). Any deviations from the conceptual drawing shall be submitted for review and approval by the City;
- 2. Permitted Use:
 - All lots are zoned R-4, remain controlled by a for-profit development, as a single controlling entity or owner for the approved development;
 - A. and B. Construction shall have the following conditions:
 - Two-family dwelling units (duplexes) as shown on approved site plan;
 - Any low-density residential use based on the most current city zoning code;
 - Height and area regulations for R-4 developments;
 - Minimum dwelling unit – 1,000 s.f.;
 - Adhere to other requirements; drainage, stormwater, fencing & screening; landscaping; lighting, etc.,
- 24. 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 Bristol Hollows **nothing herein shall be construed to prohibit modifications to the Bristol Hollows development as a result of the formal replatting process.***
- 25. Respective Responsibilities of City and Developer:
 - C. The Developer agrees to assume responsibility to see that all original purchases of lots in the Addition receive a copy of the Developer's Agreement and the Restrictive Covenants at the time of purchase;
 - E.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....

Non-Conforming Issues Created with Lot Split:

- Landscaping requirements- 2 street trees in front yard of each side. Corner lots require three street trees of each lot;
- Interior lot line requirements- R-4 requires a 10' side yard setback. PUD eliminates the 10' side yard requirement. Outside lot lines are still at 10' and meet requirements;
- Lot coverage for accessory structures may be restricted based on size and quantity of structures;
- Home-based business use could be an issue depending on what type of business;
- Utilities installed across lots requires agreements- this would be a contract issue outside of City

PUD Application- PUD-24-03 (Final PUD is R-4 District with PUD Overlay)

Application was submitted with the following documents:

- Planned Unit Development Agreement
- PUD Exhibit referencing lot splits
- Ownership list

PUD Agreement:

- Developer desires zoning by a PUD;
- Agreement is necessary to establish a zoning change to a Planned Unit Development in the City;
- Intent is to permit a new approach to providing increased development flexibility in a manner otherwise constrained by the traditional development standards of the Zoning Code and Subdivision Regulations;
- Permitted Use: R-4 Single Family- includes Single-Family and Two-Family;
- Agreement allows:
 - Lot splits for all lots described in the PUD and requires applications for lot splits be submitted to the City and Register of Deeds office;
 - Respread of special assessment taxes divided 50% of aggregate to each new lot created in the lot split;
 - R-4 zoning district shall apply to lots described in PUD- with exceptions:
 - No required interior side yard setbacks;
 - Divided lots, shall have a minimum lot area of 4,000 square feet;
 - Divided lots, shall maintain a minimum lot width of 25';
 - All dwellings shall be built to all applicable building standards.

Staff Report recommended approval of the PUD Application with modifications to the PUD agreement listed above.

Status of Construction:

- Currently 40 two-family homes (duplexes);
- Lots are at all stages of construction;
- Some lots have not yet been constructed;
- Some lots have received final occupancy certificates;
- City has issued building permits based on building plans submitted;
- Lot split information was discovered around August- building inspector noticed boundary pins on the lots and GIS search confirmed lot splits had been completed.

Discussion

Townhouse Information:

- Can solve cross-lot concerns to protect property rights;
- Townhouse Ownership Act: Townhouse definition from K.S.A 58-3701: General legal definition of townhouse is “a single-family home that is attached to other units and shares walls with them:
 - Attached: Townhouses are attached to other units, usually by one or two walls;
 - Single-family: Townhouses are privately owned and can be considered a single-family home;
 - Property lines: Townhouses are separated by property lines;
 - Yard or public way: Townhouses have a yard or public way on at least two sides;
 - Height: Townhouses are usually no more than three stories tall;
 - Ownership: Townhouse owners are responsible for the entire unit, including the interior, exterior, roof, and land;
 - Maintenance: Townhouse owners are responsible for all property maintenance and repairs;
 - Taxes: Townhouse owners are responsible for all real estate taxes.
- Townhouses can be part of a PUD;
- R-5 Zoning Code 18.7.6- Sets out what is permitted within this district and includes information related to townhouses.

Building Code Requirements relating to 2-hour Fire Wall:

- You can have townhomes with the 1-hour wall but only if there is no plumbing in the walls. Most of the units currently constructed have plumbing in the shared wall;
- Townhouse requires each individual wall support the roof independently;
- Sedgwick County Fire Department does not inspect residential properties;
- Bel Aire inspected based on the 1-hour requirement because of the two-family duplex construction. Walls were built as required for a two-family (duplex). There is no indication, based on our inspections that this was a 2-hour rated wall;
- Owner of property (if they own ½ of the two-family residence) should be aware of the common wall design and that the difference between 1-hour and 2-hour; affects fire spread, events that happen on one side could affect the other side i.e. water leaks, and sound. Expectation in an apartment or two-family duplex that you are more “connected” to the other side. This is typically not the expectation in home ownership.

Two-Family Unit vs. Townhouse:

- Lot split created two different lots with townhomes vs. two-family unit (duplex);
- City could require them to file their covenants to provide for the understanding of how each individual property owner would ensure their “community rights”:
 - Utility lines running under each owner’s property;
 - Sharing siding, roof, etc.

Correct Process Steps- Consideration of R-4 vs. R-5 Zoning District

- Developer created the original plat, and it was established as an R-4 zoning district;
- Prior to splitting lots they should have filed a PUD or requested a rezone to R-5.
- R-5:
 - Townhome development would have been addressed correctly in the development agreement;
 - R-5 creates the acceptance of a zero-lot line construction;
 - Construction would have then met the requirements of a townhome construction;
 - R-4 to R-5 would have moved from a single-family residential category to a multi-family residential category.
- R-5 would have rectified:
 - Zero lot lines;
 - 2-hour wall issue;
 - Landscaping;
 - All other conditions would still be present;
 - In addition, R-5 would have allowed more dense construction which would be adverse to the development of this neighborhood.
- Filing the PUD application:
 - Development remains in the R-4 zoning district;
 - Lots would remain non-conforming;
 - Less dense construction is a benefit to the neighborhood.

Golden Factors:

- **The character of the neighborhood;**

The City of Kechi and county are rural residential. Bel Aire has housing that is built and utilized for the current zoning R-4 residential duplex design. The senior housing south of the PUD area is a low impact residential multi-family use.

- **The zoning and uses of nearby properties;**

North- Rural residential, Agriculture

East-R-4 and R-5.

South-R-4 single family with reduced side yard setbacks,

West-R-4, Agriculture

- **The suitability of the subject property for the uses to which it has been restricted;**

The City of Bel Aire 2018 Master Growth Plan is in line with the existing and proposed uses.

- **Extent to which removal of the restrictions will detrimentally affect nearby property;**

There are no adverse changes to nearby properties based on the approved City of Bel Aire 2018 Master Growth Plan.

- **Length of time the property has remained vacant as zoned;**

The PUD area was vacant for 16 years- 2008 to 2024.

- **Relative gain to the public health, safety, and welfare by the destruction of the value of petitioner's property as compared to the hardship imposed upon the applicant;**

The City of Bel Aire will gain affordable single-family housing with each family responsible as owners. Ownership adds value to neighborhoods and to the city.

- **Conformance of the requested change to the adopted or recognized Comprehensive (master plan) being utilized by the city.**

The city 2018 Master Growth Plan is in line with the existing and proposed uses.

- **Impact of the proposed development on community facilities.**

City installed a lift station and has prepared for development in this area. The city has required separate water and sewer for each unit. Community facilities are in place with no adverse impact.

- **Opposition or support of neighborhood residents. By itself this factor is not a sufficient reason to approve or deny a request.**

Letter from a property owner in the notification area concerned that construction was going to be very dense. They reviewed the case and were satisfied with the development.

Recommendations of professional staff:

Staff recommends the approval of the PUD with the following conditions:

- Original Development Agreement updated with current PUD information; and
- PUD Agreement submitted with PUD-24-03 application be updated as identified in the staff report.

FINAL PLAT OF BRISTOL HOLLOWES

A REPLAT OF LOTS 1-28, BLOCK I, LOTS 41-65, BLOCK J, RESERVE H, P, U & Y,
CHAPEL LANDING ADDITION, CITY OF BEL AIRE, COUNTY OF SEDGWICK, KANSAS

MORTGAGE HOLDER

WE, LEGACY BANK, HOLDER OF A MORTGAGE ON THE ABOVE DESCRIBED PROPERTY DO HEREBY CONSENT TO THE PLAT OF BRISTOL HOLLOWES, CITY OF BEL AIRE, COUNTY OF SEDGWICK, KANSAS.

LEGACY BANK

JOHN S. LINES
VICE-PRESIDENT COMMERCIAL LENDING

NOTARY CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF SEDGWICK }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS 24 DAY OF MARCH, 2020 BY PHILIP L. RUFFO, MANAGING MEMBER OF 3F2R HOLDINGS, LLC.

TIMOTHY R. AUSTIN
Notary Public - State of Kansas
My Comm. Expires 6-16-26

MY COMMISSION EXPIRES: June 16, 2026

PLANNING COMMISSION CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF SEDGWICK }

THIS PLAT OF "BRISTOL HOLLOWES" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF 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 14th DAY OF November, 2019

James B. Schmidt CHAIRPERSON
JAMES SCHMIDT

ATTEST: Keith Price SECRETARY
KEITH PRICE

GOVERNING BODY CERTIFICATE

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 the 20th December, 2019.

Jim Benage MAYOR
JIM BENAGE

ATTEST: Melissa Krehbiel CITY CLERK
MELISSA KREHBIEL

TRANSFER RECORD

ENTERED ON TRANSFER RECORD THIS ____ DAY OF _____, 20__.

_____, COUNTY CLERK
KELLY B. ARNOLD

REGISTER OF DEEDS CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF SEDGWICK }

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE, AT _____, M. ON ____ DAY OF _____, 20__.

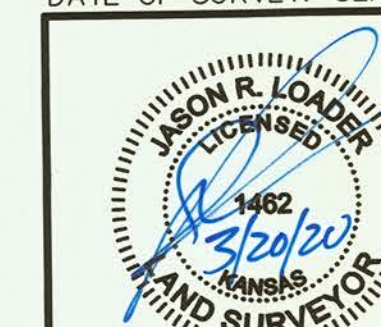
_____, REGISTER OF DEEDS
TONYA E. BUCKINGHAM

_____, DEPUTY
KENLY ZEHRING

SURVEYOR'S CERTIFICATION:

I, JASON R. LOADER, DO HEREBY CERTIFY THAT I AM A DULY LICENSED AND REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF KANSAS, WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING; THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY ME OR UNDER MY DIRECT SUPERVISION; THAT ALL SUBDIVISION REGULATIONS OF WICHITA HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT; THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS, AND THAT ALL THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, GIVEN UNDER MY HAND AND SEAL AT JUNCTION CITY, KANSAS, THIS 20 DAY OF MARCH, 2020.

DATE OF SURVEY: SEPTEMBER 18, 2019



JASON R. LOADER
loader@kveg.com

200 N. EMPORIA, SUITE 100
WICHITA, KANSAS 67202
PH. (316) 440-4304 | FAX (316) 440-4309
wh@kveg.com | www.kveg.com

KAW VALLEY ENGINEERING

PROJECT:
FINAL PLAT OF
BRISTOL HOLLOWES

PREPARED FOR:
3F2R HOLDINGS, LLC
323 N. OAKWOOD DR.
WICHITA, KS 67208

KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER SURVEYING SERVICES BY KANSAS STATE CERTIFICATE OF AUTHORIZATION NO. LS-20. EXPIRES 12/31/20

PLAT DESCRIPTION:

ALL OF LOTS 1 THROUGH 28 IN BLOCK I AND ALL OF LOTS 41 THROUGH 65 IN BLOCK J AND ALL OF RESERVES "H", "P", "U", AND "Y", AND A PORTION OF PLATTED JOSHUA COURT RIGHT-OF-WAY, AND A PORTION OF JOSHUA RIGHT-OF-WAY, IN CHAPEL LANDING, BEL AIRE, SEDGWICK COUNTY, STATE OF KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID RESERVE "U"; THENCE ON THE NORTH LINE OF SAID RESERVE "U", THE NORTH LINE OF SAID JOSHUA RIGHT-OF-WAY AND SAID RESERVE "P" AND SAID JOSHUA RIGHT-OF-WAY AND SAID RESERVE "Y", N 89°29'38" E (THIS AND ALL OF THE FOLLOWING BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), SOUTH ZONE 1502) 1002.30 FEET TO THE NORTHEAST CORNER OF SAID RESERVE "Y"; THENCE ON THE EAST LINE OF SAID SAID RESERVE "Y" AND THE NORTH LINE OF SAID RESERVE "U" IN SAID CHAPEL LANDING, THENCE ON SAID NORTH LINE, S 63°20'13" W 832.72 FEET TO THE EAST RIGHT-OF-WAY LINE, N 31°44'53" W 175.91 FEET; THENCE CONTINUING ON SAID EAST RIGHT-OF-WAY LINE AND THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 319.53 FEET, AN ARC LENGTH OF 17.01 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS N 33°16'22" W 17.01 FEET; THENCE N 58°15'07" E 27.57 FEET; THENCE N 31°44'53" W 39.00 FEET TO THE SOUTHWEST CORNER OF RESERVE "A", CHAPEL LANDING 3RD AND EAST LINE OF NORTHWEST QUARTER, SECTION 24, TOWNSHIP 26 SOUTH, RANGE 1 EAST; THENCE ON THE EAST LINE OF SAID NORTHWEST QUARTER, N 00°41'21" W 965.20 FEET TO THE POINT OF BEGINNING.

CONTAINS 24.19 ACRES MORE OR LESS.

END OF DESCRIPTION

GENERAL NOTE:

ANY PLAT OR PART THEREOF OR STREET, ALLEY OR OTHER PUBLIC RESERVATION, INCLUDING, WITHOUT LIMITATION, EASEMENTS, DEDICATIONS, BUILDING SETBACK LINES, AND ACCESS CONTROL, WHETHER ESTABLISHED BY INSTRUMENT, CONDEMNATION OR EARLIER PLATS, SHALL BE VACATED BOTH AS TO USE AND AS TO TITLE WITHOUT ANY FURTHER PROCEEDINGS UPON THE FILING AND RECORDING OF THIS PLAT BY VIRTUE OF K.S.A. 12-512B, AS AMENDED.

OWNER'S CERTIFICATE AND DEDICATION

STATE OF KANSAS } SS
COUNTY OF SEDGWICK }

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, STREETS, ALLEYS, EASEMENTS AND PUBLIC SITES AS DENOTED ON THE PLAT ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC FOR THE LIMITED PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING PUBLIC IMPROVEMENTS AND FRANCHISE UTILITIES WITHIN THE CITY OF BEL AIRE; 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.

RESERVE "A" IS HEREBY RESERVED FOR OPEN SPACE, LANDSCAPING, ENTRY MONUMENTS, SIDEWALKS, DRAINAGE PURPOSES, AND UTILITIES AS CONFINED TO EASEMENTS.

RESERVE "B" IS HEREBY RESERVED FOR OPEN SPACE, LANDSCAPING, PLAYGROUNDS, SWIMMING POOLS, UTILITIES AS CONFINED TO EASEMENTS, AND RELATED FACILITIES (INCLUDING PARKING).

NO SIGNS, LIGHT POLES, PRIVATE DRAINAGE SYSTEMS, MASONRY FENCES, MASONRY TRASH ENCLOSURES OR OTHER STRUCTURES SHALL BE LOCATED WITHIN PUBLIC UTILITY EASEMENTS UNLESS A USE OF EASEMENT PERMIT IS OBTAINED FROM THE CITY OF BEL AIRE.

UTILITY EASEMENTS ARE HEREBY GRANTED AS INDICATED FOR THE CONSTRUCTION AND MAINTENANCE OF ALL PUBLIC UTILITIES. UTILITY EASEMENTS ARE HEREBY GRANTED FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY AND SANITARY SEWER LINES.

A DRAINAGE PLAN HAS BEEN DEVELOPED FOR THIS PLAT AND ALL RIGHTS-OF-WAY SHALL REMAIN AT ESTABLISHED GRADES, OR AS MODIFIED WITH THE APPROVAL OF THE CITY ENGINEER AND UNOBSTRUCTED TO ALLOW FOR THE CONVEYANCE OF STORMWATER.

ANY LAND DEDICATED TO OR OWNED BY A MUNICIPAL AUTHORITY SHALL BE EXEMPT FROM ANY AND ALL ASSESSMENTS INCLUDING THOSE ASSESSED BY HOMEOWNERS ASSOCIATIONS 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.

3F2R HOLDINGS, LLC

Philip L. Ruffo
PHILIP L. RUFFO
MANAGING MEMBER

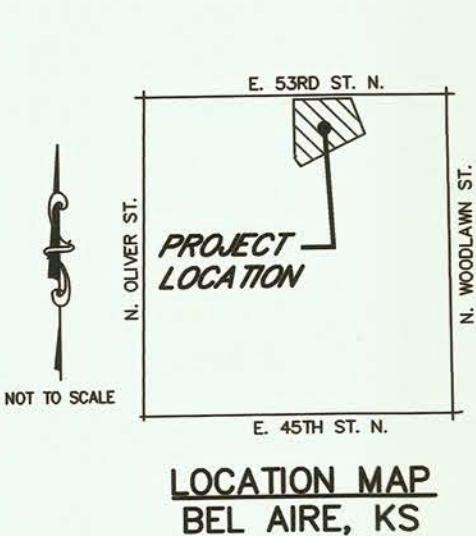
Reviewed in accordance with K.S.A. 58-2005
on this 24th day of March, 2020.

Tricia L. Robello, LS #1246
Deputy County Surveyor
Sedgwick County, Kansas

NE COR. NE 1/4
SEC. 24, T26S, R1E
5/8" REBAR W/ILLEGIBLE
CAP, ORIGIN UNCERTAIN
ACCEPTED BY LS-0971
BAUGHMAN COMPANY P.A.
DATED DEC. 29, 2011
FROM COUNTY REF. TIES

SET KVE MONUMENTS AT 5' OFFSET
WEST & SOUTHEAST ONLINE FROM
PROPERTY CORNER DUE TO MANHOLE

0 40 80 160
SCALE: 1" = 80'



LEGEND

- △ SECTION CORNER FOUND, ORIGIN UNKNOWN
- 1/2" REBAR W/BAUGHMAN CLS 58 CAP FOUND
- 1/2" X 24" REBAR W/KVE CLS 20 CAP SET UNLESS OTHERWISE NOTED
- (P) PLATTED - BEARING & DISTANCE (PER CHAPEL LANDING PC204 3C)
- (M) MEASURED - BEARING & DISTANCE
- LINE NOT DRAWN TO SCALE
- BM BENCHMARK

CURVE TABLE						
CURVE	CHORD BEARING	CHORD LENGTH	TANGENT	RADIUS	DELTA	
C1	S 58°34'56" E	118.83'	141.91'	112.36'	70.00'	116°09'09"
C2	N 26°46'50" E	119.14'	127.62'	74.16'	100.00'	73°07'18"
C3	S 5°08'35" E	16.17'	16.19'	8.11'	100.00'	91°16'27"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 1°25'14" W	20.00'
L2	N 0°42'57" W	20.00'
L3	S 65°28'03" E	13.76'
L4	S 65°28'03" E	57.75'

DATUM BENCHMARK:

DATUM IS U.S. SURVEY FEET AND REFER TO NAVD 88 DATUM DERIVED FROM THE WICHITA RTM 3.0 GNSS NETWORK ORTHOMETRIC HEIGHT WAS CALCULATED USING THE GEOID 12B MODEL.

BENCHMARK (NAVD 88 DATUM):

BM #60 CHISELED "4" CUT ON HEADWALL OF RCBC, 1075±' EAST OF NW CORNER SEC. 24, T26S, R1E
ELEV.=1394.32

BM #61 CHISELED "X" CUT ON NORTHEAST CORNER TRANSFORMER PAD AT NORTHEAST CORNER OF SITE.
ELEV.=1398.85

POINT OF COMMENCEMENT
NW COR. NE 1/4
SEC. 24, T26S, R1E
4"x4" STONE, ORIGIN UNCERTAIN
ACCEPTED BY LS-1395
SCHWAB-EATON P.A.
DATED OCT. 20, 2005
FROM COUNTY REF. TIES

POINT OF BEGINNING
NORTHWEST COR., RESERVE U,
CHAPEL LANDING

N 31°44'53" W 39.00'(M)
N 58°15'07" E 27.57'(M)
L=17.01'(C)
R=319.53'(C)
CB=N 33°16'22" W(M)
CD=17.01'(M)

CL HIGHLAND STREET
(66' PUBLIC R/W)
N 31°44'53" W 175.91'(M)

BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS SURVEY IS AN ASSUMED BEARING OF
N 89°29'38" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24.



**AGREEMENT
CONCERNING THE DEVELOPMENT
OF THE BRISTOL HOLLOWES, AN ADDITION
TO BEL AIRE, SEDGWICK COUNTY, KANSAS**

THIS AGREEMENT is made and entered into by and between 3F2R HOLDINGS, LLC, a Kansas Limited Liability Company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the DEVELOPER desires platting by the CITY of a tract of land more fully described below and herein referred to as BRISTOL HOLLOWES ADDITION, an Addition to Bel Aire, Sedgwick County, Kansas (hereinafter, BRISTOL HOLLOWES);

A REPLAT OF LOTS 1-28, BLOCK I, LOTS 41-65,
BLOCK J, RESERVE H, P, U & Y, CHAPEL LANDING ADDITION
CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS
A TRACT IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 26 SOUTH,
RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS

And,

WHEREAS, the CITY is willing to plat said BRISTOL HOLLOWES under certain applicable conditions stated herein.

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 public interest, infrastructure, financial, and drainage conditions arising from the platting process. As such, approval of this Agreement is a condition precedent to the filing of the final plat and conveyance of the tract of land more fully described below and herein referred to as BRISTOL HOLLOWES.

Specifically, this agreement is to assure that necessary improvements are in place to support development of BRISTOL HOLLOWES. 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 BRISTOL HOLLOWES shall proceed in accordance with this Agreement and all other platting requirements. Any deviation, 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 incurred by DEVELOPER to comply with the requirements of this agreement including permit fees, review fees, and building and zoning permit and review fees, shall be paid by the DEVELOPER.

1. LEGAL DESCRIPTION: The tract of land herein referred to as BRISTOL HOLLOWES, an Addition to Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

ALL OF LOTS 1 THROUGH 28 IN BLOCK I AND ALL OF LOTS 41 THROUGH 65 IN BLOCK J AND ALL OF RESERVES P, U, AND Y AND A PORTION OF RESERVE H AND THAT PORTION OF PLATTED JOSHUA COURT RIGHT-OF-WAY AND THAT PORTION PLATTED JOSHUA RIGHT-OF-WAY, IN CHAPEL LANDING, A SUBDIVISION IN THE CITY OF BEL AIRE, COUNTY OF SEDGWICK, STATE OF KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING THE NORTHWEST CORNER OF SAID RESERVE U; THENCE ON THE NORTH LINE OF SAID RESERVES U AND THE NORTH LINE OF SAID JOSHUA RIGHT-OF-WAY AND SAID RESERVE P AND SAID JOSHUA RIGHT-OF-WAY AND SAID RESERVE Y, N 89°29'38" E (THIS AND ALL OF THE FOLLOWING BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), SOUTH ZONE 1502) 1002.30 FEET TO THE NORTHEAST CORNER OF SAID RESERVE Y; THENCE ON THE EAST LINE OF SAID RESERVE Y, S 20°30'22" E 664.28 FEET TO THE SOUTHEAST CORNER OF SAID RESERVE Y; THENCE ON THE SOUTH LINE OF SAID RESERVE Y AND THE SOUTH LINE SAID LOT 60 IN BLOCK J AND SAID JOSHUA COURT RIGHT-OF-WAY AND SAID 59 IN BLOCK J, S 63°29'50" W 424.86 FEET; THENCE ON SAID SOUTH LINE OF LOT 59 AND THE SOUTH LINE OF SAID LOT 53 IN BLOCK J AND SAID JOSHUA COURT RIGHT OF WAY AND SAID LOTS 52, 43, 42, AND 41 IN BLOCK J, S 63°20'13" W 832.72 FEET TO THE SOUTHWEST CORNER OF SAID LOT 41; THENCE ON THE WEST LINE OF SAID LOT 41 AND ITS NORTHWESTERLY PROLONGATION, N 31°44'53" W 175.91 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 319.53 FEET, AN ARC LENGTH OF 17.01 FEET, AND BEING SUBTENDED BY A CHORD WHICH BEARS N 33°16'22" W 17.01 FEET; THENCE N 58°15'07" E 27.57 FEET; THENCE N 31°44'53" W 39.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 IN BLOCK I; THENCE ON THE WEST LINE OF SAID LOT 1 AND THE WEST LINE OF SAID LOTS 2, 3, 4, 5, 6, 7, 8, AND 9 IN BLOCK I AND THE WEST LINE OF SAID RESERVE U, N 00°41'21" W 965.20 FEET TO THE POINT OF BEGINNING. CONTAINS 24.19 ACRES MORE OR LESS.

2. PERMITTED USE: All lots are zoned R-4, remain controlled by a for-profit development, as a single controlling entity or owner for the approved development as presented, and construction upon such lots shall adhere to the following conditions:

A.

1. Two-family dwelling units (duplexes) as shown on the approved site plan.
2. Accessory structures to contain trash or mowing equipment as approved.
3. Any low density residential use based on the most current city zoning code with the Governing Body approval.

B. Height and Area Regulations for R-4 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 requirement set forth within the Subdivision Code:

1. Maximum density per acre – 8 dwelling units
2. Maximum Height:

Residences – two (2) stories, not exceeding thirty-five (35) feet from finished grade

3. Minimum dwelling unit – 1,000 square feet

3. 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 BRISTOL HOLLOWS 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 shown in the construction plans for 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 twelve (12) 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 will be relocated to areas actively being constructed.

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 BRISTOL HOLLOWS shall be limited to TWO (2) entry points along 53RD STREET as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in BRISTOL HOLLOWS shall be limited to vehicles under 20 tons. Construction traffic shall enter from 53RD STREET. 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. CITY shall maintain one (1) point of access at all times to BRISTOL HOLLOWS during construction or reconstruction of 53rd STREET.

4. 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.

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, at the cost and expense of the DEVELOPER as set forth in K.S.A. 12-1617e.

5. DRAINAGE. Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of BRISTOL HOLLOWS 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 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 Developer must inform the HOA of the requirement to maintain such records in writing as part of the HOA Covenants.

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

7. EROSION, STORMWATER, 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, stormwater, and sediment control on site.

8. 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. Black ornamental iron 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 53RD STREET or other areas during Development, all future maintenance and upkeep shall be performed by the Developer or HOA.

9. 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.

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

11. HOMEOWNERS' ASSOCIATION. DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, drainage paths, detention ponds and construction areas associated with BRISTOL HOLLOW. 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.

12. INFRASTRUCTURE PETITION AND INSTALLATION: The development of BRISTOL HOLLOW 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. Upon petitioning by the Developer pursuant to K.S.A. 12-6a(01) and K.S.A. 12-6a26, et seq., the CITY shall perform the engineering design, construction and inspection of water mains, sanitary sewer mains, storm water systems, paving, and park improvements necessary for the platting and development of the tract of land herein referred to as the BRISTOL HOLLOWS, an Addition to Bel Aire, Sedgwick County, Kansas. With the exception of storm sewer systems, all other improvements shall be dedicated to and owned and maintained by the CITY. The storm sewer systems shall be publicly owned but privately maintain by the Homeowner's Association. 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 BRISTOL HOLLOWS 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 the platting and development of the tract of land herein referred to as the BRISTOL HOLLOWS. 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, 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.

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. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during said construction.

13. 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 BRISTOL HOLLOWS 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.

14. 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 shall not be used.

15. MAINTENANCE: DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, irrigation systems including those along 53RD STREET right-of-way and construction outside boundaries of BRISTOL HOLLOWS.

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

17. 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 BRISTOL HOLLOWS. 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 constructed in compliance with CITY ordinance. Access controls are as shown on the final plat of BRISTOL HOLLOWS.

18. SANITARY SEWER: The DEVELOPER shall petition the CITY to perform the engineering design review, construction and inspection of collection lines, not less than (8) inches in diameter, to transport sewage and discharge in the existing main running along the subdivision south to the lift station along Rock Road. 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 as part of the construction project and dedicated by separate instrument. Each living unit is required to have a separate sewer tap and sewer service line. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances.

19. 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 costs of constructing sidewalks between driveways will be reimbursed to DEVELOPER by CITY.

20. 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 any alternative plan must be 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, at the cost and expense of the DEVELOPER and/or HOA.

21. 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 and not dead-end, "lollipop". 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 as part of the construction project and dedicated by separate instrument. Each living unit is required to have a separate water tap and water line. All water taps and service lines up to the meter shall be installed at the time of the water line construction. All Water User Fees and Hookup Fees are subject to City Ordinances.

22. 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 amount equal to 35% of these same costs. It is understood that this letter of credit shall be automatically renewed for additional 2-year periods unless the DEVELOPER notifies the CITY in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time the DEVELOPER may draw up to the full amount of the credit available at that time. Provided there are no delinquent taxes or special assessments owed by the DEVELOPER, the financial guarantee will be released upon request of the DEVELOPER when development (issuance of satisfactory framing by the City of Bel Aire) of 35% 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.

23. MISCELLANEOUS:

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

24. 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 BRISTOL HOLLOWS nothing herein shall be construed to prohibit modifications to the BRISTOL HOLLOWS development as a result of the formal replatting process.

25. RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER:

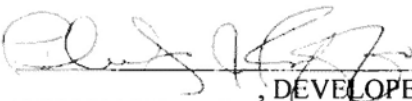
- A. Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of streets, sewer, and water facilities for BRISTOL HOLLOWS or other projects or additions, including excavation, storm sewers and detention ponds, the costs for which shall be spread as special assessments against the addition on a per lot basis for a term not less than twenty (20) years, but not for four (4) years after the completion and acceptance by the city of the public improvements, or until the year 2023, whichever is greater.
- B. The CITY shall be responsible to make a reassessment for any existing special assessments against BRISTOL HOLLOWS on a per lot basis.
- C. 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 Covenants at the time of purchase.
- D. The DEVELOPER agrees to provide the CITY with a copy of the Restrictive Covenants once adopted.

- E. Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in BRISTOL HOLLOWS 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.
- F. 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 lots 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.
- G. 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.

26. 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.

27. 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 6th day of March, 2020.


_____, DEVELOPER
BRISTOL HOLLOWS, an addition to Bel Aire,
Sedgwick County, Kansas

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the 7th day of April, 2020 and is hereby executed on this 7th day of April, 2020.



MAYOR,

SEAL

ATTEST:

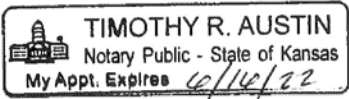




CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this 6 day of March, 2020, before me, a Notary Public, came Philip Ruffe, who is known to me and who personally acknowledged execution of the forging Agreement as the Developer of BRISTOL HOLLOWS, an Addition to Bel Aire, Sedgwick County, Kansas.



[Handwritten Signature]
NOTARY PUBLIC

My Appointment Expires: June 14, 2022

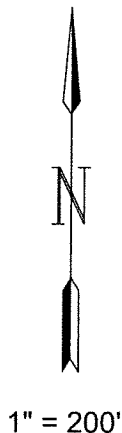
BE IT KNOWN BY ALL PERSONS that on this 7 day of April, 2020, before me, a Notary Public, came Mr. Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the forgoing Agreement Concerning the Development of the BRISTOL HOLLOWS, an Addition to Bel Aire, Sedgwick County, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. Jim Benage.



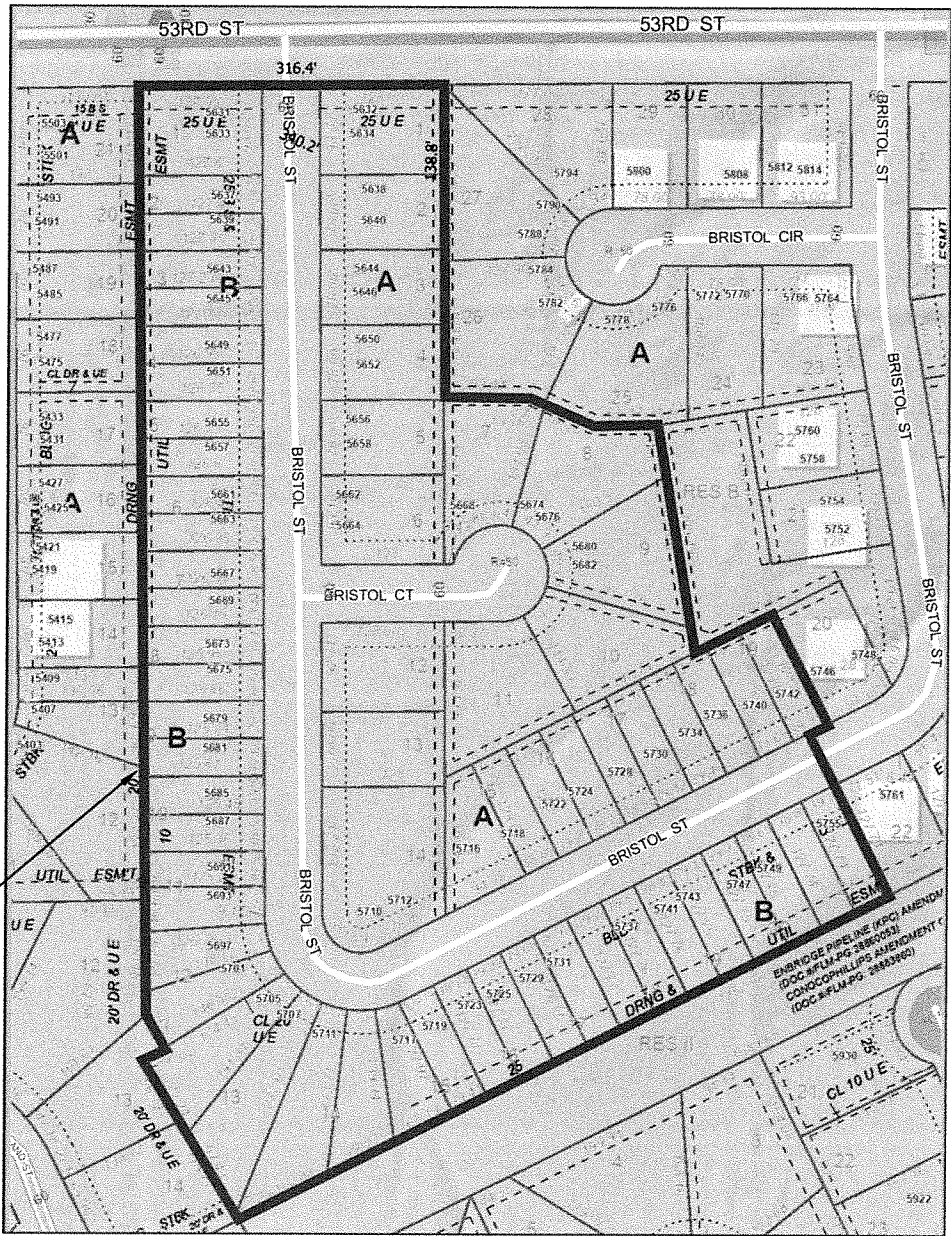
[Handwritten Signature]
NOTARY PUBLIC

My Appointment Expires: Oct. 25, 2021

BRISTOL HOLLOWES ADDITION PUD



Proposed
PUD Area



PUD LEGAL DESCRIPTION

Lots 1-19, Block A
Lots 1-21, Block B
Bristol Hollowes, City of Bel Aire,
Sedgwick County, Kansas

PUD INFORMATION

Gross Area of PUD: 13.1 Acres
Total Number of Lots: 40
Total Number of Dwelling Units: 80
Predominant Lot Width: 78 feet
Minimum Lot Width: 25 feet (measured at setback)
Predominant Lot Area: 9,980 sf
Minimum Lot Area: 4,000 sf

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1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

BRISTOL HOLLOWES PUD
City of Bel Aire
Sedgwick County, Kansas

PUD EXHIBIT

FIGURE NUMBER

SHEET
NUMBER 1

430



OWNERSHIP LIST

PROPERTY DESCRIPTION		PROPERTY OWNER
<p>Lots 1 thru 14 inclusive, Blk A AND Lot 15, Blk A, EXC that part begin at SW corner; th. N 142.61'; th. NEly 31.20'; th. SEly 128.01'; th. SWly 94.05' to begin AND That part of Lot 15, Blk A, begin at SW corner; th. N 142.61'; th. NEly 31.20'; th. SEly 128.01'; th. SWly 94.05' to begin AND Lot 16, Blk A, EXC that part begin at SW corner; th. NWly 128.01'; th. NEly 39.29'; th. SEly 128.01'; th. SWly 39.29' to begin AND That part of Lot 16, Blk A, begin at SW corner; th. NWly 128.01'; th. NEly 39.29'; th. SEly 128.01'; th. SWly 39.29' to begin AND Lot 17, Blk A, EXC that part begin at SW corner; th. NWly 128.01'; th. NEly 38.58'; th. SEly 128.01'; th. SWly 38.58' to begin AND That part of Lot 17, Blk A, begin at SW corner; th. NWly 128.01'; th. NEly 38.58'; th. SEly 128.01'; th. SWly 38.58' to begin AND Lot 18, Blk A, EXC that part begin at SW corner; th. NWly 128.01'; th. NEly 39.46'; th. SEly 128.01'; th. SWly 39.46' to begin AND That part of Lot 18, Blk A, begin at SW corner; th. NWly 128.01'; th. NEly 39.46'; th. SEly 128.01'; th. SWly 39.46' to begin Part of Subject Property</p>	<p>Bristol Hollows Addition</p>	<p>Double Down Developers, LLC 13201 E. Pawnee Rd. Wichita, KS 67230</p>



<p>Lot 19, Blk A, EXC that part begin at SW corner; th. NWly 128.01'; th. NEly 38.65'; th. SEly 128.01'; th. SWly 38.65' to begin AND That part of Lot 19, Blk A, begin at SW corner; th. NWly 128.01'; th. NEly 38.65'; th. SEly 128.01'; th. SWly 38.65' to begin AND Lot 1, Blk B AND Lot 2, Blk B, EXC that part begin at NE cor; th. W 127.60'; th. S 39.35'; th. E 127.48'; th. N 39.35' to begin AND That part of Lot 2, Blk B, begin at NE cor; th. W 127.60'; th. S 39.35'; th. E 127.48'; th. N 39.35' to begin AND Lot 3, Blk B, EXC that part begin at NE cor; th. W 127.35'; th. S 38.48'; th. E 127.23'; th. N 38.48' to begin AND That part of Lot 3, Blk B, begin at NE cor; th. W 127.35'; th. S 38.48'; th. E 127.23'; th. N 38.48' to begin AND Lot 4, Blk B, EXC that part begin at NE cor; th. W 127.10'; th. S 39.33'; th. E 126.98'; th. N 39.33' to begin AND That part of Lot 4, Blk B, begin at NE cor; th. W 127.10'; th. S 39.33'; th. E 126.98'; th. N 39.33' to begin AND Lot 5, Blk B, EXC that part begin at NE cor; th. W 126.85'; th. S 38.63'; th. E 126.73'; th. N 38.63' to begin AND That part of Lot 5, Blk B, begin at NE cor; th. W 126.85'; th. S 38.63'; th. E 126.73'; th. N 38.63' to begin Part of Subject Property</p>	<p>“</p>	<p>Double Down Developers, LLC 13201 E. Pawnee Rd. Wichita, KS 67230</p>
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<p>Lot 6, Blk B, EXC that part begin at NE cor; th. W 126.60'; th. S 39.18'; th. E 126.48'; th. N 39.18' to begin AND That part of Lot 6, Blk B, begin at NE cor; th. W 126.60'; th. S 39.18'; th. E 126.48'; th. N 39.18' to begin AND Lot 7, Blk B, EXC that part begin at NE cor; th. W 126.35'; th. S 38.56'; th. E 126.23'; th. N 38.56' to begin AND That part of Lot 7, Blk B, begin at NE cor; th. W 126.35'; th. S 38.56'; th. E 126.23'; th. N 38.56' to begin AND Lot 8, Blk B, EXC that part begin at NE cor; th. W 126.10'; th. S 39.42'; th. E 125.98'; th. N 39.42' to begin AND That part of Lot 8, Blk B, begin at NE cor; th. W 126.10'; th. S 39.42'; th. E 125.98'; th. N 39.42' to begin AND Lot 9, Blk B, EXC that part begin at NE cor; th. W 125.86'; th. S 38.58'; th. E 125.74'; th. N 38.58' to begin AND That part of Lot 9, Blk B, begin at NE cor; th. W 125.86'; th. S 38.58'; th. E 125.74'; th. N 38.58' to begin AND Lot 10, Blk B, EXC that part begin at NE cor; th. W 125.61'; th. S 39.50'; th. E 125.48'; th. N 39.50' to begin AND That part of Lot 10, Blk B, begin at NE cor; th. W 125.61'; th. S 39.50'; th. E 125.48'; th. N 39.50' to begin Part of Subject Property</p>	<p>"</p>	<p>Double Down Developers, LLC 13201 E. Pawnee Rd. Wichita, KS 67230</p>
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<p>Lot 11, Blk B, EXC that part begin at NE cor; th. W 125.36'; th. S 36.51'; th. E 125.24'; th. N 36.51' to begin AND That part of Lot 11, Blk B, begin at NE cor; th. W 125.36'; th. S 36.51'; th. E 125.24'; th. N 36.51' to begin AND Lot 12, Blk B, EXC that part begin at NE cor; th. W 125.76'; th. S 62.58'; th. NEly 138.72'; th. Nly along curve to right 28.66' to begin AND That part of Lot 12, Blk B, begin at NE cor; th. W 125.76'; th. S 62.58'; th. NEly 138.72'; th. Nly alg curve to right 28.66' to begin AND Lot 14, Blk B, EXC that part begin at NW cor; th. SWly 237.61'; th. SEly 6.24'; th. NEly 102.41'; th. Nly 173.71'; th. W alg curve to right 27.45' to begin AND That part of Lot 14, Blk B, begin at NW cor; th. SWly 237.61'; th. SEly 6.24'; th. NEly 102.41'; th. Nly 173.71'; th. W alg curve to right 27.45' to begin AND Lot 15, Blk B, EXC that part begin at NW cor; th. Sly 139.34'; th. NEly 68.19'; th. NWly 127.92'; th. Wly alg curve to right 25.34' to begin AND That part of Lot 15, Blk B, begin at NW cor; th. Sly 139.34'; th. NEly 68.19'; th. NWly 127.92'; th. Wly alg curve to right 25.34' to begin Part of Subject Property</p>	<p>“</p>	<p>Double Down Developers, LLC 13201 E. Pawnee Rd. Wichita, KS 67230</p>
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<p>Lot 16, Blk B, EXC that part begin at NW cor; th. SEly 127.77'; th. NEly 38.78'; th. NWly 127.77'; th. SWly 38.78' to begin AND That part of Lot 16, Blk B, begin at NW cor; th. SEly 127.77'; th. NEly 38.78'; th. NWly 127.77'; th. SWly 38.78' to begin AND Lot 17, Blk B, EXC that part begin at NW cor; th. SEly 127.77'; th. NEly 39.08'; th. NWly 127.77'; th. SWly 39.08' to begin AND Lot 18, Blk B, EXC that part begin at NW cor; th. SEly 127.76'; th. NEly 39.20'; th. NWly 127.76'; th. SWly 39.20' to begin AND That part of Lot 18, Blk B, begin at NW cor; th. SEly 127.76'; th. NEly 39.20'; th. NWly 127.76'; th. SWly 39.20' to begin AND Lot 19, Blk B, EXC that part begin at NW cor; th. SEly 127.76'; th. NEly 38.89'; th. NWly 127.75'; th. SWly 38.89' to begin AND That part of Lot 19, Blk B, begin at NW cor; th. SEly 127.76'; th. NEly 38.89'; th. NWly 127.75'; th. SWly 38.89' to begin AND Lot 20, Blk B, EXC that part begin at NW cor; th. SEly 127.75'; th. NEly 39.31'; th. NWly 127.75'; th. SWly 39.31' to begin AND That part of Lot 20, Blk B, begin at NW cor; th. SEly 127.75'; th. NEly 39.31'; th. NWly 127.75'; th. SWly 39.31' to begin Part of Subject Property</p>	"	<p>Double Down Developers, LLC 13201 E. Pawnee Rd. Wichita, KS 67230</p>
<p>That part of Lot 17, Blk B, begin at NW cor; th. SEly 127.77'; th. NEly 39.08'; th. NWly 127.77'; th. SWly 39.08' to begin Part of Subject Property</p>	"	<p>Alexandria Rose Meyer 5729 E. Bristol St. Wichita, KS 67220</p>



Lot 21, Blk B, EXC that part begin at NW cor; th. SEly 127.74'; th. NEly 38.80'; th. NWly 127.74'; th. SWly 38.80' to begin AND That part of Lot 21, Blk B, begin at NW cor; th. SEly 127.74'; th. NEly 38.80'; th. NWly 127.74'; th. SWly 38.80' to begin Part of Subject Property	"	Double Down Developers, LLC 13201 E. Pawnee Rd. Wichita, KS 67230
Lot 13, Blk B, EXC that part begin at N-most cor; th. SWly 174.45'; th. SEly alg curve to right 17.01'; th. SEly alg SWly line 72.24'; th. NEly 191.31'; th. NWly alg curve to right 25.07' to begin AND Lot 13, Blk B, begin at N-most cor; th. SWly 174.45'; th. SEly alg curve to right 17.01'; th. SEly alg SWly line 72.24'; th. NEly 191.31'; th. NWly alg curve to right 25.07' to begin Part of Subject Property	"	Logan Caldarera & Ciera Lampe 12828 E. Timber Lake Rd. Wichita, KS 67230
Lots 20 thru 29 inclusive, Blk A AND Lots 23 thru 26 inclusive, Blk B	"	NexPoint SFR SPE 3, LLC 8615 Cliff Cameron Dr., Ste. 200 Charlotte, NC 28269
Lot 22, Blk B	"	NexPoint SFR SPE 1, LLC 8615 Cliff Cameron Dr., Ste. 200 Charlotte, NC 28269
Reserve B	"	3F2R Holdings, LLC 323 N. Oakwood Dr. Wichita, KS 67208
Lot 20, Blk J	Chapel Landing Addition	Lynn & Jeanette A. Parker 5934 Forbes Ct. Wichita, KS 67220
Lot 21, Blk J	"	April Michaelis 5930 Forbes Ct. Wichita, KS 67220
Lot 22, Blk J	"	Chapel Landing Development, Inc. 3530 N. Beach Club Cir. Wichita, KS 67205



Reserve HH AND Reserve II	“	Woodlawn 53, LLC 3530 N. Beach Club Cir. Wichita, KS 67205
Lot 11, Blk A, EXC that part begin at SE cor; th. W 81.75'; th. NWly 142.29'; th. NEly 24.57'; th. SEly 180.6' to begin	Chapel Landing 3rd Addition	Laura R. Stevenson Revocable Trust 5393 N. Nolen St. Wichita, KS 67220
That part of Lot 11, Blk A, begin at SE cor; th. W 81.75'; th. NWly 142.29'; th. NEly 24.57'; th. SEly 180.6' to begin AND Lot 12, Blk A	“	Neighbor Realty, LLC 13008 E. Churchill St. Wichita, KS 67230
Lot 13, Blk A, EXC that part begin at SE cor; th. NWly 142.16' to curve; th. NEly alg curve 23.94'; th. E 130.06' to E line of said Lot 13; th. S 69.38' to begin	“	Erik M. Swenson (Prior–Corbin Hamilton) 5409 N. Colburn Ct. E. Bel Aire, KS 67220
That part of Lot 13, Blk A, begin at SE cor; th. NWly 142.16' to curve; th. NEly alg curve 23.94'; th. E 130.06' to E line of said Lot 13; th. S 69.38' to begin	“	Corbin Hamilton 1018 N. Wisteria Dr. Derby, KS 67037
Lots 14 thru 19 inclusive, Blk A	“	Buckert Contracting, Inc. PO Box 780405 Wichita, KS 67278
Lot 20, Blk A	“	Diony Paillant 5493 N. Colburn Ct. E. Bel Aire, KS 67220
Lot 21, Blk A	“	Chan Nghi Tu & Lang T. Le 2028 S. Michelle St. Wichita, KS 67207
Lot 22, Blk A	“	Supreme Construction, LLC 13303 W. Maple, Ste. 139 Wichita, KS 67235



Lot 35, Blk A	"	Northwind Real Estate Holdings, LLC 4050 N. Stone Barn St. Maize, KS 67101
Lots 36 thru 40 inclus, Blk A	"	JP Rentals, Inc. PO Box 399 Maize, KS 67101
Reserve C	"	53rd & Oliver, LLC PO Box 75337 Wichita, KS 67275
Lots 3, 4, & 5, Blk A AND Lots 10 thru 14 inclusive, Blk A	Chapel Landing 5th Addition	Woodlawn 53, LLC 3530 N. Beach Club Cir. Wichita, KS 67205
Lots 11 thru 16 inclusive, Blk A	Chapel Landing 6th Addition	TW Renovations, LLC 1815 S. Southwest Blvd. Wichita, KS 67213
The E/2 of the SW/4, 13-26-1E		Kirby Kay Smith Family Trust 5650 E. 53rd St. N. Kechi, KS 67067
The SW/4 of the SE/4, EXC the S 440' of the E 495' thereof; & EXC comm 1,230' N of SW corner of SE/4 for p.o.b.; th. N 90'; th. E 475'; th. S 90'; th. W 475' to begin, 13-26-1E		Teresa McNeil & Brian McNeil PO Box 39 Kechi, KS 67067
The S 440' of the E 495' of the W/2 of the SE/4, 13-26-1E		McNeil Properties, LLC PO Box 39 Kechi, KS 67067

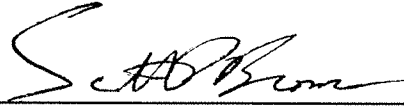


Security 1st Title

Section XII, Item D.

We hereby certify the foregoing to be a true and correct list of the property owners of the herein before described tracts and lots as shown by the last deed of record filed in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 30th day of July, 2024, at 7:00 A.M.

SECURITY 1ST TITLE

By: 
LICENSED ABSTRACTER

The Above list shows property owners within either a 200 foot radius or a 1,000 foot radius of the below described tracts. No certification is made as to the relation of any of the tracts and lots described herein within the city limits of Bel Aire.

Lots 1 through 19 inclusive, Block A; and Lots 1 through 21 inclusive, Block B, all in Bristol Hollows Addition, City of Bel Aire, Sedgwick County, Kansas.

Order: 3089829
KJK

From: Philip Ruffo <lipllc316@gmail.com>
Sent: Thursday, October 24, 2024 7:34 AM
To: Paula Downs <PDowns@belaireks.gov>
Cc: Maria Schrock <mschrock@belaireks.gov>
Subject: Re: Bristol Hollows PUD Case

Section XII, Item D.

[External Sender]

This list is accurate, however, there is just ONE more owner. See his information below:

Mason Suntheimer
5747 Bristol St
Bel Aire, KS 67220

Legal:

TH PT LOT 20 BEG NW COR TH SELY 127.75 FT NELY 39.31 FT NWLY 127.75 FT SWLY 39.31 FT TO POB BLOCK B BRISTOL HOLLOWES ADDITION
LOT 20 EXC TH PT BEG NW COR TH SELY 127.75 FT NELY 39.31 FT NWLY 127.75 FT SWLY 39.31 FT TO POB BLOCK B BRISTOL HOLLOWES ADDITION

STAFF REPORT

DATE: 11/25/24
TO: City Council
FROM: Ted Henry, City Manager
SUB: Personnel Policy Edit/Update



SUMMARY

In preparation for the transition to a new ERP system, several changes were made to the personnel policy in July 2024.

One smaller change in July was adjusting the Police Department's hourly staff pay schedule from a 40-hour pay period to an 80-hour pay period (Page 20, Section C). Since then, staff have found that a straightforward, across-the-board approach is more effective for the following reasons:

1. Elimination of Two Methods/Standards

Having two different methods for calculating overtime can lead to confusion, be difficult to explain to employees, and create inconsistencies in overtime calculations. The new 80-hour pay period policy has presented challenges for police department staff when using vacation and personal days, especially when overtime is worked in one week and PTO is requested in another. This situation can disincentivize officers from taking necessary vacation or sick leave.

Another example involves payroll administration. A few weeks ago, our Director of HR was unexpectedly absent due to a family emergency. We were on the verge of having a less experienced staff member process payroll, which could have led to errors, as smaller nuances in payroll calculations might have been missed. This situation underscores the importance of simplifying payroll rules.

2. No Customization Required for the New ERP System

A new timekeeping system will be configured in January, and we are approaching the deadline for implementing changes that may impact timekeeping. This policy change will streamline the process by eliminating the need for additional settings to be programmed into the Time and Attendance Module.

RECOMMENDATION:

Staff recommends approving the changes as requested.

C. OVERTIME REQUIREMENTS

Work period for all employees who are not police officers, the normal work week is a forty (40) hour work week with the standard work week consisting of a period from 12:01 a.m. Saturday to 12 Midnight the immediately following Friday. ~~The City has chosen to designate a two-week work period for law enforcement employees, and overtime is paid to those employees when they have worked over eighty (80) hours in their respective work periods. Officer's duty shifts shall be established at the discretion of the Chief of Police.~~

All employees, except exempt employees as defined by the Fair Labor Standards Act, who work in excess of a minimum number of hours in the applicable work period shall be paid at a rate of one and one half (1½) times their regular rate of pay for all hours worked in excess of the number of established regular hours. Paid sick leave and paid vacation are not considered hours worked for overtime purposes; holidays are considered hours worked for overtime purposes **for hourly non-police department workers**. No employee shall be permitted to work in excess of work period hours without prior approval by his or her Supervisor, except where an emergency exists.

City employees are subject to the Fair Labor Standards Act (FLSA). All positions in the City are designated exempt or non-exempt under FLSA depending on whether or not the job position meets the requirements of the act. These designations have nothing to do with the importance of a position to the City.

Employees who are exempt are not paid overtime for hours over 40 worked each work week, but compensatory time may be allowed at the discretion of the Department Head. Employees who are non-exempt shall be paid overtime for hours over 40 worked each work week. (See Overtime Compensation for more details.) There are specific exceptions under the FLSA for law enforcement. Department Heads are exempt employees and schedule their time to accomplish the requirements of the position.



K-254/ Local Streets Concept Map

November 2024



K-254 / Local Streets Concept Map



N ROCK ROAD



E 53rd STREET N/N ROCK ROAD



Section XIV, Item B.

PROJECT DESCRIPTION:

Rock Road- Three-lane section with a middle left turn lane, curb & gutter and storm sewer improvements.

53rd St and Rock Road Intersection-Three lane intersection in all directions with a dedicated left turn lane, curb & gutter and storm sewer improvements

<u>COSTS:</u>	2024 Dollars	2029 Costs (Inflated costs @ 4.5% Annually)
Preconstruction Costs:	\$629,152	\$856,189
Construction Costs:	\$5,242,936	\$7,134,912
Grand Total Project Costs:	\$5,872,088	\$7,991,101

N WEBB ROAD



E 53rd STREET N/N WEBB ROAD



PROJECT DESCRIPTION:

Webb Road - five-lane section with a middle left turn lane, curb & gutter and storm sewer improvements.

53rd Street and Webb Road Intersection - five lanes on Webb Road at the intersection with dedicated left turn lanes. Three lanes on 53rd Street at the intersection with dedicated left turn lanes. Curb & gutter and storm sewer improvements to be included.

<u>COSTS:</u>	2024 Dollars	2029 Costs (Inflated costs @ 4.5% Annually)
Preconstruction Costs:	\$1,083,723	\$1,474,797
Construction Costs:	\$9,303,505	\$12,660,785
Grand Total Project Costs:	\$10,387,228	\$14,135,582

N GREENWICH ROAD



E 53rd STREET N/N GREENWICH ROAD



PROJECT DESCRIPTION:

Greenwich Road - two-lane section with wide shoulders and ditch improvements.

53rd Street and Greenwich Rd. Intersection - two lanes on Greenwich Road at the intersection. Three lanes on 53rd Street with a dedicated left turn lane. South leg of intersection to stop short of the railroad crossing.

<u>COSTS:</u>	2024 Dollars	2029 Costs (Inflated costs @ 4.5% Annually)
Preconstruction Costs:	\$304,467	\$414,338
Construction Costs:	\$2,436,388	\$3,315,587
Grand Total Project Costs:	\$2,740,855	\$3,729,924

MANAGER'S REPORT

DATE: November 14, 2024
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: November 19, 2024 Agenda



Consent Agenda (Item VI)

Minutes of November 19, 2024 regular meeting.

Appointment of Brian Mackey to the Planning Commission – Mayor Benage would like to appoint Bel Aire resident Brian Mackey to the Planning Commission. If confirmed by the Council, Mr. Mackey's term will expire on December 1, 2027.

Appropriations Ordinance (Item VII)

This appropriation ordinance encompasses 11/13/2024 through 11/26/2024 expenses and one payroll cycle. Expenditures amounted to \$907,723.84. Of the reported expenses, \$364,673.09 are infrastructure costs for new developments. These costs are paid through special assessments.

Proclamation- Purple Heart City

The City of Bel Aire wishes to be designated as a 'Purple Heart City' to honor and remember military veterans who have been wounded or killed in combat. This proclamation serves as a tribute to those who have paid the ultimate price for their service, acknowledging their sacrifice and recognizing the significance of the Purple Heart as a symbol of bravery and commitment. Through this recognition, Bel Aire emphasizes its respect and gratitude for these veterans and their service to the country.

City Requested Appearances: Update and Presentation on Bel Aire's Sewer Monitoring Program by Rebecca Lewis, Burns & McDonnell

Since August 2023, the City of Bel Aire has been keeping track of conventional pollutants in its wastewater as part of a program aimed at managing and controlling pollutants in our wastewater. These pollutants are typically found in household wastewater and are what municipal plants are designed to remove. Because the wastewater plant's discharge affects Chisholm Creek, KDHE sets limits on these pollutants through Wastewater Discharge Permits (NPDES). If pollutant levels in the wastewater go up, it costs more for the plant to treat it. To help with cost-sharing between Bel Aire and Park City, the CCUA's service agreement requires using measurements of Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS) to determine how much each city contributes to the pollutant load. Rebecca Lewis will be here to provide and update and report on our findings.

Resolution, WAM Investments, LLC.

In 2020, the City issued Industrial Revenue Bonds for a building to be constructed at 9000 E. 46th Street North by WAM Investments. The real estate description for the 2020 bonds included a vacant piece of land next to the building. WAM Investments is now constructing a second building next to 9000 E. 46th Street North and needs the City to release the title for the land on which the second building is being constructed. The IRB Lease allows WAM Investments to ask the City to release unimproved land from the 2020 bonds, so they can build a second building. Sarah Steele with Gilmore & Bell will be at the meeting to present this item and answer any questions.

Ordinance Authorizing IRBs, Bayside Development Project

On February 21, 2023, the City Council held a public hearing, adopted a Resolution and signed a Letter of Intent authorizing up to \$150,000,000 in Industrial Revenue Bonds for the development of land near 53rd Street North and Greenwich Road. The developer, Bayside Development, proposes building approximately eight (8) 125,000 square foot buildings for use as warehouse or manufacturing facilities to be completed by the end of 2032. The first building is now complete and Bayside Development would like to have the City issue IRBs in the principal amount of \$12,535,000 for the first building. Sarah Steele with Gilmore & Bell will be at the meeting to present this item and answer any questions.

Ordinance Annexing Roads

The Council tabled this item at their last meeting. No new information have been provided by Sedgwick County since the last meeting.

Eagle Lake Park Improvements Bids

The 2024 General Fund Budget allocated \$150,000 for playground and safety surface improvements at Eagle Lake Park. On November 18, 2024, staff issued a Request for Proposals (RFP) for the project. By November 22, 2024, four reputable vendors had submitted their proposals. On November 25, 2024, staff reviewed and evaluated each response, considering factors such as price, product quality, past experience, references, and delivery timelines.

Ordinance Approving Recommendation, PUD-24-07 Bristol Hollows Addition

On October 15th, the Council considered the Planning Commission's Recommendation for a similar case on the same property (PUD-24-03). Following the hearing, the Council voted to table the item. The applicant then withdrew PUD-24-03 in order to address some of the concerns that Council had expressed on October 15th. In November, the applicant submitted a new application for the same property to the Planning Commission. At their November 14th meeting, the Planning Commission considered the new application (PUD-24-07), held a public hearing on the matter, considered evidence, and then made a detailed Recommendation. The Recommendation references several proposed legal documents aimed at resolving identified problems. Since November 14th, the Developer and City staff have worked diligently together to draft these documents and they are included in the Council's agenda packet. For this item, the Council's agenda packet includes the following attachments:

1. Staff Report for 12/03/2024 City Council meeting

2. An Excerpt of Draft Meeting Minutes from the November 14 Planning Commission.
3. Draft documents for City Council’s consideration on 12-03-2024:
 - a. Ordinance Approving The Recommendation Of The Bel Aire Planning Commission (PUD-24-07),
 - b. Residential Declaration of Covenants for Bristol Hollows Addition.
 - c. First Amendment to Bristol Hollows Development Agreement, and
 - d. Party Wall Agreement for Bristol Hollows Addition.
4. Documents from the November 14th Planning Commission meeting packet regarding PUD-24-07:
 - a. Staff Report for 11-14-24 Planning Commission meeting,
 - b. Hearing Notice for Nov 14 Planning Commission
 - c. PUD Review,
 - d. PUD Application,
 - e. Staff Report for 9-12-24,
 - f. Staff Report for 10-15-24,
 - g. Final Plat 12-03-2019,
 - h. Bristol Hollows Agreement,
 - i. Bristol Hollows Lot Split Plan 08-2024,
 - j. Property Owner List 08-2024,
 - k. New Address for PUD-24-07 from Philip Ruffo.

It is worth noting that, once the Planning Commission has made a Recommendation, state statute is prescriptive regarding the actions that may be taken by the Governing Body. In the “Action” language in the Council’s agenda, City Attorney Maria Schrock has listed these options.

Update/Edit Page 20 of the Personnel Policy

In preparation for the transition to a new ERP system, several changes were made to the personnel policy in July 2024. One of the smaller changes involved adjusting the Police Department's hourly staff pay schedule from a 40-hour pay period to an 80-hour pay period (Page 20, Section C). Since then, staff have found that a more straightforward, across-the-board approach is more effective, and they would like to revert the policy to its previous structure.

Executive Session (Item XIII)

Staff is requesting one executive session.

Discussion And Future Issues: Improvements Along K-254

Earlier this year, KDOT announced that they would include an overpass at K-254 and Rock Road, as well as an interchange at K-254 and Webb Road, in their development plans. I would like to discuss ways we can best capitalize on this opportunity.