



AGENDA
PLANNING COMMISSION
7651 E. Central Park Ave, Bel Aire, KS
December 14, 2023 6:30 PM



I. Call to Order

II. Roll Call

James Schmidt ____ John Charleston ____ Edgar Salazar ____
Phillip Jordan ____ Dee Roths ____ Deryk Faber ____ Paul Matzek ____

III. Pledge of Allegiance

IV. Consent Agenda

A. **Approval of Minutes from Previous Meeting**

Action: Motion to approve the minutes of November 9, 2023.

Action ____ Second ____ Vote ____

V. Old Business/New Business

A. **Review proposed update to the 2023 Bel Aire Zoning Map**

Open Hearing

Close Hearing

Action: Motion to (recommend / deny / table) the proposed zoning map changes (as presented/ as amended by this Planning Commission)

Motion ____ Second ____ Vote ____

B. **SD-23-05 Final Plat:** Proposed plating of approximately 13.6 acres (Chapel Landing 7th).

Open Hearing

Close Hearing

Action: Motion to (accept / deny / table) the Chapel Landing 7th Addition Final Plat.

Motion ____ Second ____ Vote ____

C. General Education Session (KOMA-KORA)

VI. Next Planning Commission Meeting: January 11, 2024 at 6:30 p.m.

VII. Current Events

- A. Holiday Closures: City Hall will be closed on December 25th and 26th in observance of Christmas. City Hall will also be closed on January 1st in observance of New Year's Day.

VIII. Adjournment

Action: Motion to Adjourn.

Motion _____ Second _____ Vote _____



MINUTES
PLANNING COMMISSION
7651 E. Central Park Ave, Bel Aire, KS
November 9, 2023 6:30 PM



I. Call to Order

II. Roll Call

James Schmidt, John Charleston, Deryk Faber, Dee Roths, Edgar Salazar and Phillip Jordan were present. Paul Matzek was absent.

Also present were Planning Commission Secretary and City Engineer Anne Stephens, City Attorney Maria Schrock, and Code Enforcement Officer Garrett Wichman.

III. Pledge of Allegiance to the Flag

Chairman Schmidt led the Pledge of Allegiance.

IV. Consent Agenda

A. Approval of Minutes from Previous Meeting

Motion: Commissioner Dee Roths made a motion to approve the minutes from October 12, 2023. Commissioner John Charleston seconded the motion. *Motion Carried 6-0*

V. Old Business/New Business

- A. ZON-23-05 Rezoning:** Approximately 26.3 acres zoned R-4 single-family, to a R-5 multi-family at the southwest corner of 53rd St N and Woodlawn Blvd. (Chapel Landing 8th)

Chairman Schmidt opened the hearing.

Representing agent for Baughman Company, Phil Meyer was present to discuss the re-zoning of Chapel Landing 8th. The requested reasoning to change from R-4 to R-5 is to be able to do smaller lots at a sixty foot width. The developer Jay Russel did meet with the residents at the Home Owners Association of Iron Gate to address their concerns. Jay agreed that all the lots on the South and West property line will be seventy foot wide, any lots not abutting those lots will all be sixty foot wide. All utilities and sanitary sewer will be front loaded on the South and West lot lines, this will allow all of the trees to remain where they are on the South and West, just cleaned up a bit. Any fencing will be metal or rod iron allowed abutting any detention facility as well as the South and West lots. The

developer also agreed to add a playground for the residents as well.

Charles Kent, 6010 Forbes Street did speak for the entirety of the residents. He wanted to personally come to the Planning Commission meeting to thank Jay Russel for attending their HOA meeting and making all the changes based off of their concerns.

Chairman Schmidt closed the hearing.

The Planning Commission did touch base on the Golden Factors, Chairman Schmidt did state that it meets the requirement of the character of the neighborhood. Commissioner Salazar mentioned that there was effort made by the developer to meet with the homeowners and address their concerns. Commissioner Roths stated that it does meet all requirements recommended by staff.

Motion: Commissioner Jordan made a motion to adopt the findings of fact of the staff as presented and recommend to the City Council approval to change the zoning district classification of the subject property from R-4 single-family district, to an R-5 multi-family based on such findings of fact. Commissioner Roths seconded the motion. *Motion Carried 6-0*

B. SD-23-05 Final Plat: Proposed plating of approximately 13.6 acres (Chapel Landing 7th).

Chairman Schmidt opened the public hearing.

Representing agent for Baughman Company, Phil Meyer was present to discuss the final plat of Chapel Landing 7th. They will be constructing a detention facility in this development in between Chapel Landing 7th and Bristol Hollows. An agreement will be in place between Bristol Hollows and Chapel Landing 7th for responsibilities of the detention pond but nothing finalized at this time. A playground will be installed on the West side of the property at the South end of the detention facility near Bristol Hollows.

Chairman Schmidt mentioned that staff has not been able to review all of the drainage plan yet and asked Phil Meyer if there was a signed agreement between Bristol Hollows and Chapel Landing 7th. Phil stated that there will be a signed agreement that will be a business agreement, not a drainage agreement. This will ensure the responsibilities of the detention facility dividing the properties. Commissioner Jordan asked our City Attorney, Maria Schrock, if the City is okay approving this as is with the information we have. Maria stated that the drainage plan has not been reviewed yet, so she would recommend moving this to the next meeting once the drainage plan has been reviewed by staff.

No one from the public wished to speak.

Chairman Schmidt closed the public hearing.

Motion: Commissioner Faber made a motion to table the Chapel Landing 7th Addition Final Plat. Commissioner Jordan seconded the motion. **Motion Carried 6-0**

C. Paint-less Dent Repair Business License for 316 PDR, LLC at 4648 Farmstead Ct. Review.

Maria Schrock opened with a background of the business license to the Planning Commission. Damon Herrington works as a mobile paint-less dent repairman and brings motor vehicles to his home address of 4648 Farmstead Court at times to work. Business hours are to meet conditions of business hours to be observed from 8am to 5pm Monday through Saturday, all work is to be completed inside the garage to minimize sound pollution, only one motor vehicle to repaired on the property at a time and failure to adhere to these conditions may result in the revocation of the business license that is being approved. Maria mentioned that Damon paid the fifty dollar fee for the business license.

Maria provided background on the complaints from the neighborhood due to the noise pollution. Code Enforcement had sent a notice to the owner in regard to not having a business license to operate. Maria mentioned that on Saturday, September 16th at 10:41PM, there was a complaint due to noise. This was clearly outside the conditions of the business license hours, along with a few other complaints, Monday, October 2nd at 6:29PM, October 19th at 6:46PM, and Thursday, October 26th at 7:00PM. Maria did show all of the videos to the Herrington's so they are aware. Mr. Herrington admitted to conducting paint-less dent repair work beyond 5pm in one specific instance. Maria advised that is in violation of the license conditions.

Rebecca and Damon Herrington were present to speak in regard to the paint-less dent repair business. First to speak was Rebecca Herrington, she requests that the Planning Commission moves forward to accept their business license since it is Damon's only source of income. Rebecca stated that the tapping is the source from the dent repair but any other noises coming from the residence such as sawing noises are from home improvements. It was mentioned that no neighbor came to them directly or indirectly with concerns of any noise coming from their home. Mr. Herrington admitted to the council that he conducted paint-less dent repair work beyond 5pm in one specific instance. Rebecca and Damon understand that there are times set by the conditions and that going forward, they will comply with the conditions.

Motion: Chairman Schmidt made a motion to go into executive session for the sole purpose of discussing the subject of Attorney-Client consultation regarding consultation with attorneys for the public body pursuant to the KSA 75-4319 exception for the same. Invite the Attorney, Secretary and Code Enforcement Officer. This meeting will be for a period of thirty minutes, and the open meeting

will resume in City Council Chambers at 8:23PM. Commissioner Salazar seconded the motion. **Motion Carried 6-0**

The Commission returned to City Council Chambers at 8:23PM and Damon Herrington was still present.

Motion: Chairman Schmidt made a motion to carry the license until the end of the year with modifications. The business hours are to be observed Monday through Friday from 9AM to 5PM. All noise and activity is to be performed inside the garage to eliminate sound pollution and not be conducted in the driveway. One motor vehicle is to be allowed on the premises for repair at any time. Commissioner Charleston seconded the motion. **Motion Carried 6-0**

Chairman Schmidt shared if any other complaints are made, the commission will consider revocation of the license prior to the end of the year. If revocation is considered, proper notification will be sent to the property owner.

D. Review proposed update to the 2023 Bel Aire Zoning Map

This item was inadvertently skipped and was not discussed by the Commission.

E. General Education Session (KOMA-KORA)

This item was deferred until January 2024.

VI. Next Meeting: Thursday, December 14, 2023 at 6:30 PM

The Commission discussed if Thursday, December 14, 2023 at 6:30 PM would work with their schedules and the Commission agreed upon Thursday, December 14, 2023 at 6:30 PM.

Motion: Commissioner Faber made a motion to accept the next meeting date of Thursday, December 14, 2023 at 6:30 PM. Commissioner Jordan seconded the motion. **Motion Carried 6-0**

VII. Current Events

Secretary Anne Stephens discussed the current events for the upcoming Planning Commission items stating that City Hall will be closed on November 10th in observance of Veteran’s Day. City Hall will also be closed on November 23rd and 24th for Thanksgiving.

IV. ADJOURNMENT

Motion: Commissioner Charleston made a motion to adjourn. Commissioner Jordan seconded the motion. **Motion Carried 6-0**

(Published once in Ark Valley News on October 19th, 2023.)

OFFICIAL NOTICE OF A ZONING CODE HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on November 9th, 2023; the City of Bel Aire Planning Commission will review code sections to consider an update to the Zoning Code related to adopting an update to the City 2023 Zoning Map, shortly after 6:30 p.m. in the Council Chamber at City Hall in order of the agenda items, in Bel Aire, Kansas:

Location: 7651 E. Central Park Ave, Bel Aire Ks. 67226

Information: The 2023 map can be viewed at city hall during business hours.

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 regulations, would be effectuated by ordinance. The public hearing may be recessed and continued from time to time without notice.

DATED this 17 day of October 2023

/s/ Anne Stephens
Bel Aire Planning Commission Secretary

Affidavit of Publication

STATE OF KANSAS,
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 19th day of October, 2023, with subsequent publications being made on the following dates:

_____, 2023 _____, 2023
_____, 2023 _____, 2023
_____, 2023 _____, 2023

Subscribed and sworn to before me this 19th day of October, 2023.

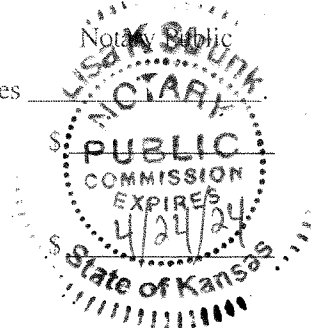
Chris Strunk

WTS

My commission expires _____

Additional copies _____

Printer's fee _____



Bel Aire public notice

(Published in The Ark Valley News Oct. 19, 2023.)

OFFICIAL NOTICE OF A ZONING CODE HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:
Notice is Hereby Given that on November 9th, 2023; the City of Bel Aire Planning Commission will review code sections to consider an update to the Zoning Code related to adopting an update to the City 2023 Zoning Map, shortly after 6:30 p.m. in the Council Chamber at City Hall in order of the agenda items, in Bel Aire, Kansas:

Location: 7651 E. Central Park Ave, Bel Aire Ks. 67226

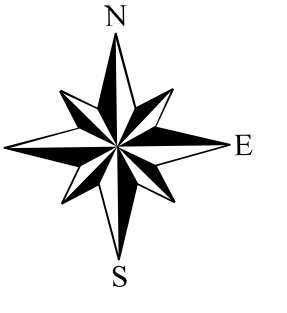
Information: The 2023 map can be viewed at city hall during business hours.

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 regulations, would be effectuated by ordinance. The public hearing may be recessed and continued from time to time without notice.

DATED this 17th day of October 2023
/s/ Anne Stephens
Bel Aire Planning Commission Secretary

Zoning Districts

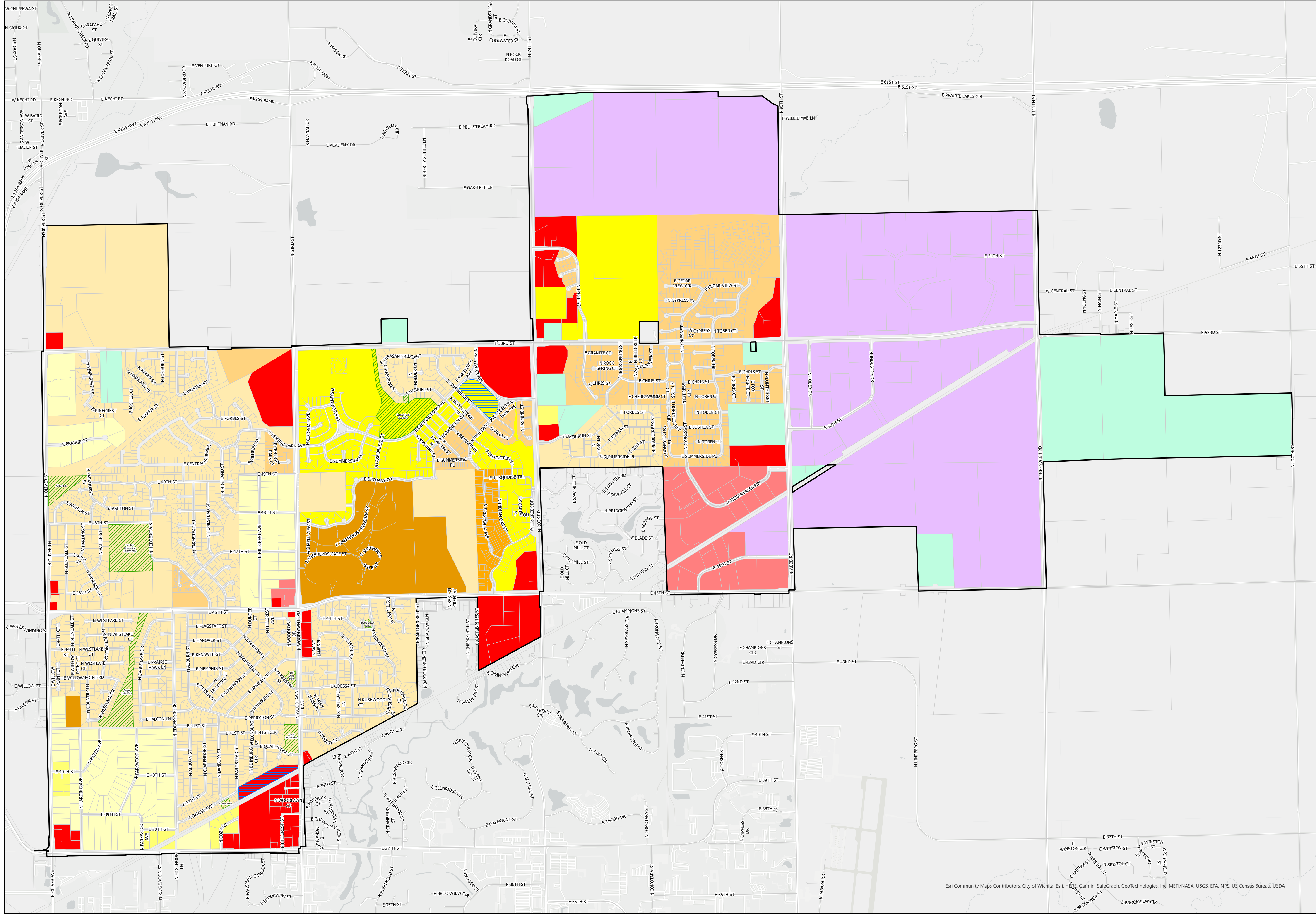
Bel Aire, Kansas



- Bel Aire City Limits
- Property Boundaries
- Parks
- Government Properties

Zoning Types

- AG -Agricultural
- C-1 -Commercial 1
- C-2 -Commercial 2
- M-1 -Manufacturing
- R-1 -Residential 1
- R-2 -Residential 2
- R-3 -Residential 3
- R-4 -Residential 4
- R-5 -Residential 5
- R-5B-Residential 5B
- R-6 -Residential 6



October 31st, 2023



Esri Community Maps Contributors, City of Wichita, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

CITY OF BEL AIRE, KANSAS

File No. S/D 23 - 05

APPLICATION FOR FINAL PLAT APPROVAL

This is an application for processing a final plat in accordance with the City Subdivision Regulations. The application must be completed and filed with the Subdivision Administrator at least 15 days prior to a regular meeting date of the Planning Commission.

(AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED)

Name of Subdivision Chapel Landing 7th

General Location SE corner of 53rd and Woodlawn

Inside City To be Annexed Outside City

Name of Landowner 53rd & Oliver, LLC Attn. Jay Russell

Address PO Box 75337, Wichita, KS 67275 Phone 316-990-2105

Name of Subdivider/Agent Baughman Company, P.A. Attn. Kris Rose

Address 315 S. Ellis St., Wichita, KS 67275 Phone 316-262-7271

Name of (Engineer) (Land Planner) Baughman Company, P.A. Attn. Kris Rose

Address 315 Ellis Wichita, KS 67211 Phone 262-7271

Name of Registered Land Surveyor same as agent

Address _____ Phone _____

Subdivision Information

1. (Select One) Final Plat of entire preliminary plat area

Final Plat of unit number _____ of _____ unit developments

Final Plat for small tract

Final Replat of original platted area

2. Gross acreage of plat 13.59 Acres

3. Total number of lots 44

4. Proposed land use for an Urban-Type Rural Type Subdivision:

a. Residential-Single-Family Duplex Multiple Family Manufactured/Mobile Home

b. Commercial _____

c. Industrial _____

d. Other _____

Copy of proposed restrictive covenants, if any, received _____

Methods for financing and guaranteeing improvements _____

For plats for small tract:

a. Vicinity map received _____

b. Topographic drawing, if required, received _____

Original drawing or photographic equivalent of Final Plat received _____

This application was received by the Subdivision Administrator on _____,
20____. It has been checked and found to be accompanied by the required
information and the fee, if any, of \$_____ paid to the City Clerk.

Subdivision Administrator

cc: Applicant



TITLE REPORT

Prepared By:
Security 1st Title
 727 N. Waco Ave., Suite 300
 Wichita, KS 67203
 Phone: (316) 293-1637
 Fax: (316) 267-8115

Contact: **David Herd**
 Email: dherd@security1st.com

Prepared Exclusively For:
Baughman Company, P.A.
 315 Ellis
 Wichita, KS 67211
 Phone:
 Fax:
 Contact: **Kris Rose**
 Email: krose@baughmanco.com

Report No: **OE002167**
 Report Effective Date: **04/12/2023, at 7:00 A.M.**
 Property Address: **No Situs Address, Wichita, KS 67220**
 Customer File Number: **Chapel Landing 7th**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of Baughman Company, P.A., and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, whichever is less.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by
 53rd & Oliver, LLC, a Kansas limited liability company
2. The Land referred to in this Report is described as follows:

That part of the Northeast Quarter of Section 24, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at the northeast corner of said Northeast Quarter; FIRST COURSE, thence S00°09'40"E, (basis of bearings, east line of said Northeast Quarter as platted in Chapel Landing, Bel Aire, Sedgwick County, Kansas), coincident with the east line of said Northeast Quarter, a distance of 95.19 feet to the intersection with the southeast line of an Enbridge Pipeline (KPC) Amendment of Right of Way Contract described and recorded in the Office of the Sedgwick County Register of Deeds in DOC#/FLM-PG: 28860053 and the southeast line of a ConocoPhillips Amendment of Right-of-Way Agreement described and recorded in the Office of the Sedgwick County Register of Deeds in DOC#/FLM-PG: 28883860, (hereinafter referred to as Pipeline Rights-of-Way); SECOND COURSE, thence S64°17'22"W coincident with the southeast line of said Pipeline Rights-of-Way, a distance of 998.47 feet to the most northerly northeast corner of Reserve "X" as platted in Chapel Landing, Bel Aire, Sedgwick County, Kansas; THIRD COURSE, thence continuing S64°17'22"W coincident with the southeast line of said Pipeline Rights-of-Way and coincident with the northwest line of said Reserve "X", a distance of 528.94 feet to the southeast corner of Reserve "II" as platted in said Chapel Landing; FOURTH COURSE, thence N19°42'50"W coincident with the east line of said Reserve "II", a distance of 89.40 feet to the northeast corner of said Reserve "II", said northeast corner also being the southeast corner of Reserve "A", Bristol Hollows, City of Bel Aire, Sedgwick

County, Kansas; FIFTH COURSE, thence continuing N19°42'50"W coincident with the east line of said Reserve "A", a distance of 664.28 feet to the northeast corner of said Reserve "A"; SIXTH COURSE, thence N00°17'10"E, a distance of 60.00 feet to the intersection with the north line of said Northeast Quarter; SEVENTH COURSE, thence S89°42'50"E coincident with the north line of said Northeast Quarter, a distance of 1628.16 feet to the point of beginning, subject to a 30.00 foot road right-of-way lying south of and abutting the north line of said Northeast Quarter and a 50.00 foot road right-of-way lying west of and abutting the east line of said Northeast Quarter.

3. The following Real Estate Taxes, Easements, Restrictions, Judgments, Pending Suits, Mechanic Liens, State Tax Liens, Federal Tax Liens, Mortgage, and other liens and encumbrances are recorded in the local public records. No search of the oil, gas, or other mineral title has been made, and any matters incident to or growing out of the mineral estate are not included in this Report, including but not limited to conveyances, reservations, or oil and gas leases.

1. General taxes and special assessments for the year 2022 in the amount of \$45.66, PAID.

Property ID # KE-BA-02147-0001

PIN # 00570714 (Covers additional property)

2. Roadway easement, if any, over the North 30 and East 40 feet of subject property of subject property.

3. An easement for pipeline and telephone, telegraph or electrical lines, recorded as Misc. Book 98, Page **198**; confined by Amendment of Right of Way Contract filed February 26, 2007 as Doc#/Flm-Pg: **28860053** and by the Amendment of Right-of-Way Agreement filed May 21, 2007 as Doc#/Flm-Pg: **28883860**.
In favor of: Phillips Pipe Line Company, assigned to Kansas Pipeline Company
Affects: a portion of subject property

Amendment of Right of Way Agreement filed June 20, 1985 on Film 733, Page **1347**.

Assignment and Assumption and Bill of Sale Agreement by and between Phillips 66 Pipeline LLC as "Assignor" and Phillips 66 Gold Line System LLC as "Assignee", filed July 17, 2014 as Doc#/Flm-Pg: **29464531**.

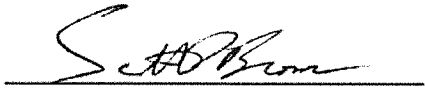
4. The terms and provisions contained in the document entitled "Amendment of Right of Way Contract" filed February 26, 2007 as Doc#/Flm-Pg: **28860053**, which inter-alia establishes a building setback line on either side of the "Defined Easement".
5. The terms and provisions contained in the document entitled "Amendment of Right-of-Way Agreement" filed May 21, 2007 as Doc#/Flm-Pg: **28883860**, which inter-alia establishes a building setback line from the "Defined Easement".
6. An easement for public road and highway purposes, recorded December 4, 1967 as Misc. Book 610, Page **427**.
In favor of: Sedgwick County, Kansas
Affects: the West 10 feet of the East 50 feet of subject property
7. An easement for pipeline and electric lines, recorded as Film 1718, Page **1410**.
In favor of: Phillips Pipe Line Company
Affects: subject property

Assignment and Assumption and Bill of Sale Agreement by and between Phillips 66 Pipeline LLC as "Assignor" and Phillips 66 Plymouth LLC as "Assignee", filed May 31, 2016 as Doc#/Flm-Pg: **29611811**.

8. It is noted that subject property was annexed into the City of Bel Aire, Kansas, as evidenced by Ordinance filed November 12, 2003 on Film 2819, Page 2063.
9. An easement for public utilities and a temporary easement for construction of public utilities, recorded April 14, 2006 as Doc#/Flm-Pg: 28772328.
In favor of: City of Bel Aire
Affects: a portion of subject property
10. The terms and provisions contained in the document entitled "Encroachment Agreement" filed May 21, 2007 as Doc#/Flm-Pg: 28883859.
11. The terms and provisions contained in the document entitled "Agreement Concerning the Development of the Chapel Landing Addition to the City of Bel Aire, Kansas" filed April 7, 2008 as Doc#/Flm-Pg: 28965251.
12. Terms and provisions contained in Ordinance No. 671 regarding a change in zoning classification filed July 19, 2021 as Doc#/Flm-Pg: 30079659, as to a portion of subject property.
13. Rights or claims of parties in possession not shown by the public records.

Security 1st Title

By: _____



Licensed Abstracter

Affidavit of Publication

STATE OF KANSAS,
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 19th day of October, 2023, with subsequent publications being made on the following dates:

_____, 2023 _____, 2023
_____, 2023 _____, 2023
_____, 2023 _____, 2023

Chris Strunk

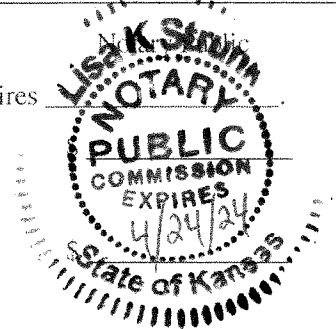
Subscribed and sworn to before me this 19th day of October, 2023.

WKS

My commission expires _____

Additional copies _____

Printer's fee _____



Bel Aire public notice

(Published in The Ark Valley News Oct. 19, 2023.)

OFFICIAL NOTICE OF ZONING HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:
Notice is Hereby Given that on November 9th, 2023, the City of Bel Aire Planning Commission will consider the following Platting process in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

SD-23-05. 13.59 acres, final plat continuation of SD-23-02 preliminary plat.

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

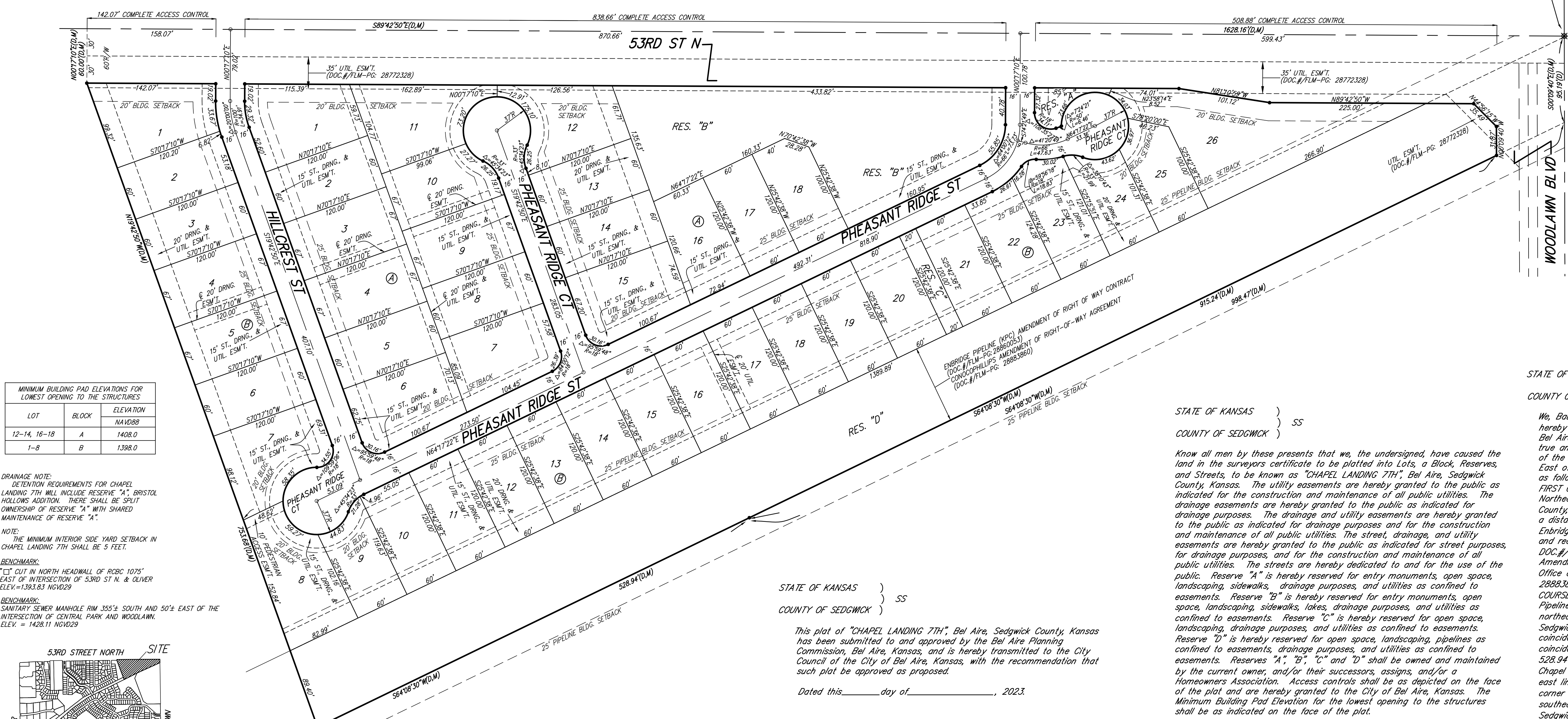
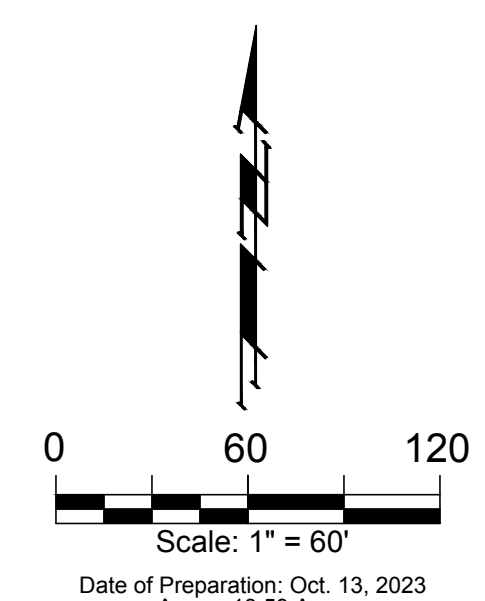
General Location: Southwest corner of E. 53rd St. N. and N. Woodlawn.

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 17th day of October 2023.
/s/ Anne Stephens
Bel Aire Planning Commission Secretary

FINAL PLAT CHAPEL LANDING 7TH BEL AIRE, SEDGWICK COUNTY, KANSAS NE 1/4 OF SEC. 24, T-26-S, R-1-E

NE COR., NE 1/4, SEC. 24,
TWP. 26-S, R-1-E



LOT	BLOCK	ELEVATION
12-14, 16-18	A	1408.0
1-8	B	1398.0

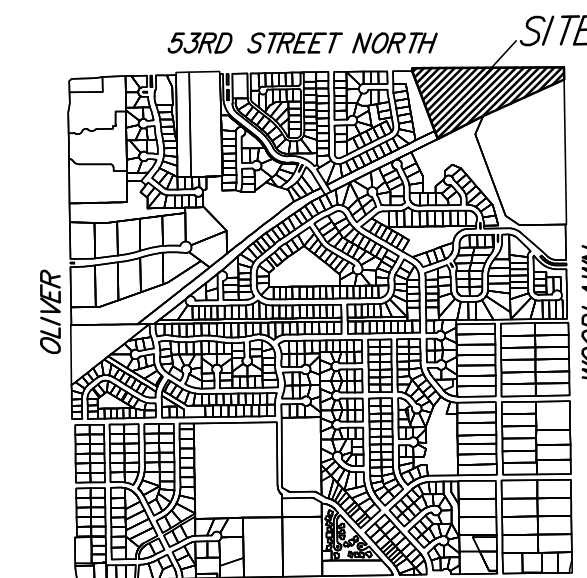
MINIMUM BUILDING PAD ELEVATIONS FOR LOWEST OPENING TO THE STRUCTURES

DRAINAGE NOTE:
DETENTION REQUIREMENTS FOR CHAPEL LANDING 7TH WILL INCLUDE RESERVE "A", BRISTOL HOLLOWAYS ADDITION. THERE SHALL BE SPLIT OWNERSHIP OF RESERVE "A" WITH SHARED MAINTENANCE OF RESERVE "A".

NOTE:
THE MINIMUM INTERIOR SIDE YARD SETBACK IN CHAPEL LANDING 7TH SHALL BE 5 FEET.

BENCHMARK:
"C" CUT IN NORTH HEADWALL OF RCBC 1075' EAST OF INTERSECTION OF 53RD ST N. & OLIVER ELEV.=1393.83 NGVD29

BENCHMARK:
SANITARY SEWER MANHOLE RIM 355'± SOUTH AND 50'± EAST OF THE INTERSECTION OF CENTRAL PARK AND WOODLAWN. ELEV. = 1428.11 NGVD29



VICINITY MAP
SEC. 24, T26S, R1E

We, the undersigned holders of a mortgage on the above described property, do hereby consent to this plat of "CHAPEL LANDING 7TH", Bel Aire, Sedgwick County, Kansas.
Legacy Bank

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

The foregoing instrument acknowledged before me, this _____ day of _____, 2023, by _____ of Legacy Bank, on behalf of the bank.

My App't. Exp. _____

_____, Notary Public

Tricia L. Robello, P.S. #1246
Deputy County Surveyor
Sedgwick County, Kansas

Entered on transfer record this _____ day of _____, 2023.

_____, Mayor
City of Bel Aire

_____, City Clerk

_____, City Clerk

_____, Register of Deeds

_____, Deputy

_____, City Attorney

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

This plat of "CHAPEL LANDING 7TH", Bel Aire, Sedgwick County, Kansas has been submitted to and approved by the Bel Aire Planning Commission, Bel Aire, Kansas, and is hereby transmitted to the City Council of the City of Bel Aire, Kansas, with the recommendation that such plat be approved as proposed.

Dated this _____ day of _____, 2023.

_____, Chair
James Schmidt

ATTEST: _____, Secretary
Anne Stephens

_____, Manager
Jay W. Russell

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 _____, 2023.

_____, Mayor
City of Bel Aire

ATTEST: _____, City Clerk
Melissa Krehbiel

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

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

Date Signed: _____, 2023.

_____, City Attorney
Maria Schrock

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

We, Baughman Company, P.A., Surveyors in aforesaid county and state do hereby certify that we have surveyed and platted "CHAPEL LANDING 7TH", Bel Aire, Sedgwick County, Kansas and that the accompanying plat is a true and correct exhibit of the property surveyed, described as that part of the Northeast Quarter of Section 24, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at the northeast corner of said Northeast Quarter; FIRST COURSE, thence S00°09'40"E, (basis of bearings, east line of said Northeast Quarter as platted in Chapel Landing, Bel Aire, Sedgwick County, Kansas), coincident with the east line of said Northeast Quarter, a distance of 95.19 feet to the intersection with the southeast line of an Enbridge Pipeline (KPC) Amendment of Right of Way Contract described and recorded in the Office of the Sedgwick County Register of Deeds in DOC.#/FLM-PG: 28860053 and the southeast line of a ConocoPhillips Amendment of Right-of-Way Agreement described and recorded in the Office of the Sedgwick County Register of Deeds in DOC.#/FLM-PG: 28883860, (hereinafter referred to as Pipeline Rights-of-Way); SECOND COURSE, thence S64°17'22"W coincident with the southeast line of said Pipeline Rights-of-Way, a distance of 998.47 feet to the most northerly northeast corner of Reserve "X" as platted in Chapel Landing, Bel Aire, Sedgwick County, Kansas; THIRD COURSE, thence continuing S64°17'22"W coincident with the southeast line of said Pipeline Rights-of-Way and coincident with the northeast line of said Reserve "X", a distance of 528.94 feet to the southeast corner of Reserve "H" as platted in said Chapel Landing; FOURTH COURSE, thence N19°42'50"W coincident with the east line of said Reserve "H", a distance of 89.40 feet to the northeast corner of said Reserve "H", said northeast corner also being the southeast corner of Reserve "A", Bristol Hollows, City of Bel Aire, Sedgwick County, Kansas; FIFTH COURSE, thence continuing N19°42'50"W coincident with the east line of said Reserve "A", a distance of 664.28 feet to the northeast corner of said Reserve "A"; SIXTH COURSE, thence N00°17'10"E, a distance of 60.00 feet to the intersection with the north line of said Northeast Quarter; SEVENTH COURSE, thence S89°42'50"E coincident with the north line of said Northeast Quarter, a distance of 1628.16 feet to the point of beginning, subject to a 30.00 foot road right-of-way lying south of and abutting the north line of said Northeast Quarter and a 30.00 foot road right-of-way lying west of and abutting the east line of said Northeast Quarter.

Existing public easements, building setbacks, access controls, and dedications, if any, being vacated by virtue of K.S.A. 12-512b, as amended.

All being situated in the Northeast Quarter of Section 24, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas.

_____, Surveyor
Jonathan C. Hubbell

_____, Manager
Jay W. Russell

_____, Secretary
Anne Stephens

_____, Chair
James Schmidt

_____, Mayor
City of Bel Aire

_____, City Clerk
Melissa Krehbiel

_____, City Clerk
Kelly B. Arnold

_____, Register of Deeds
Tonya Buckingham

_____, Deputy
Kenly Zehring

_____, City Attorney
Maria Schrock

- = #4 REBAR W/ "BAUGHMAN" CAP (SET)
 - = STONE (FOUND)
 - = 5/8" REBAR W/ ILLEGIBLE CAP (FOUND)
 - = #5 REBAR IN THIMBLE (FOUND)
 - = #4 REBAR W/ "C-B HAS CLS 179" (FOUND)
 - = IRON W/ "2LS-59" (FOUND)
 - = STONE W/ DRILL HOLE IN CENTER (FOUND)
- (M) = MEASURED
(P) = PLATTED
(D) = DESCRIBED
(C) = CALCULATED
(C-P) = CALCULATED PER PLATTED INFO.
(C-D) = CALCULATED PER DESCRIBED INFO.

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

_____, Notary Public

My App't. Exp. _____

_____, Manager
Jay W. Russell

_____, Secretary
Anne Stephens

_____, Chair
James Schmidt

_____, Mayor
City of Bel Aire

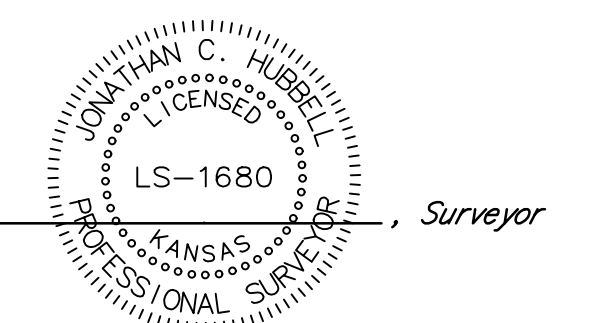
_____, City Clerk
Melissa Krehbiel

_____, City Clerk
Kelly B. Arnold

_____, Register of Deeds
Tonya Buckingham

_____, Deputy
Kenly Zehring

_____, City Attorney
Maria Schrock



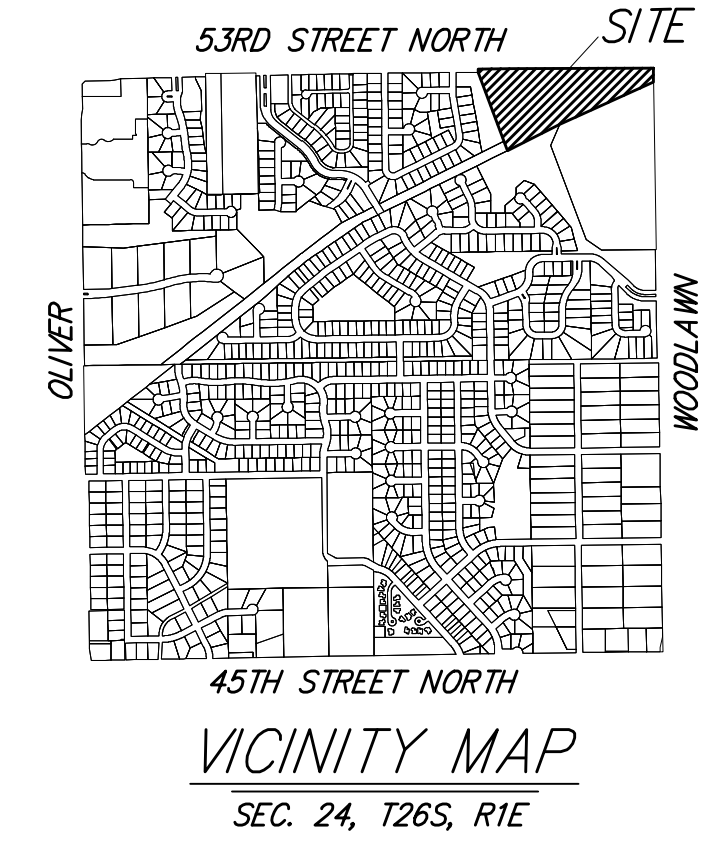
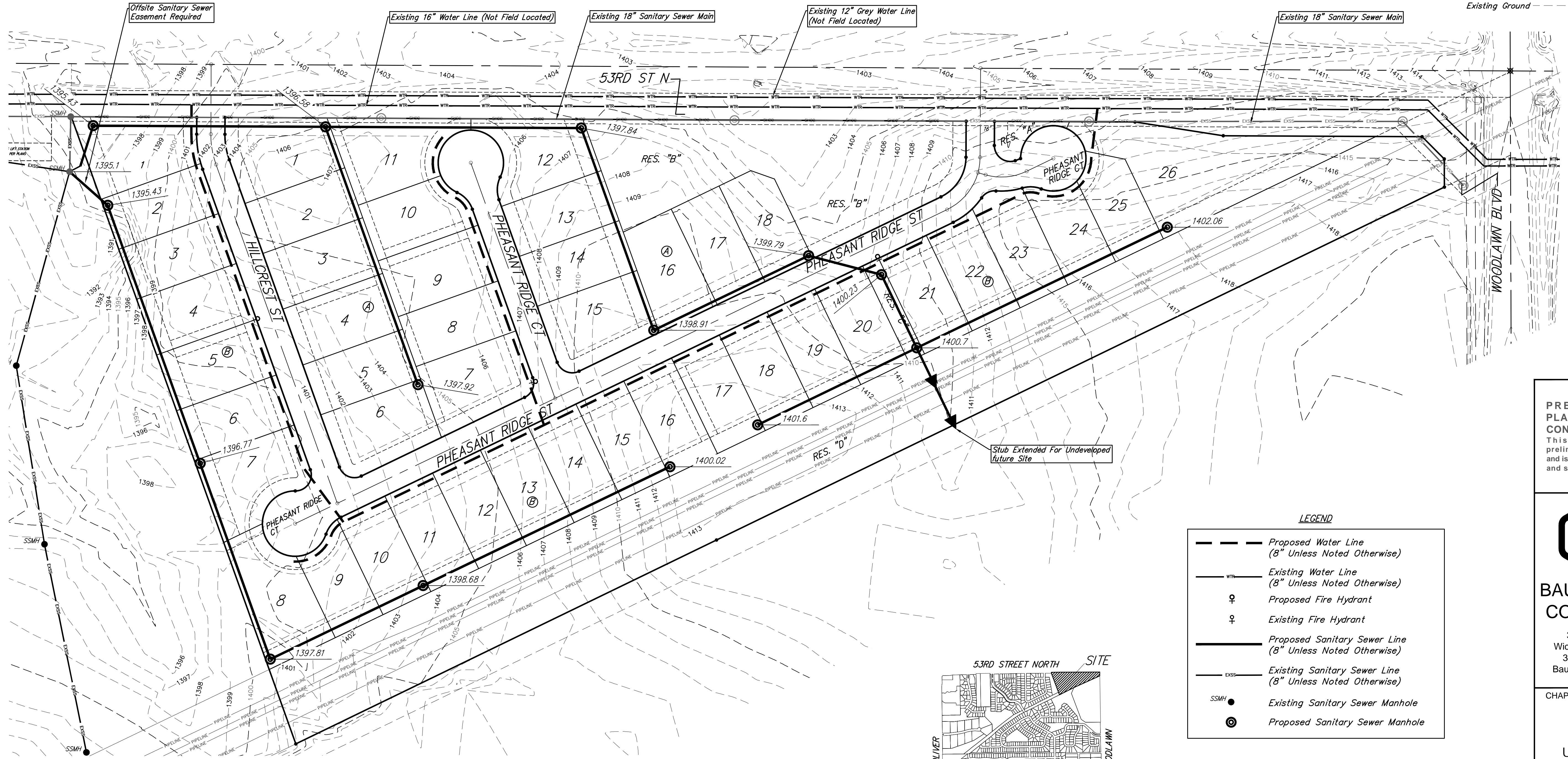
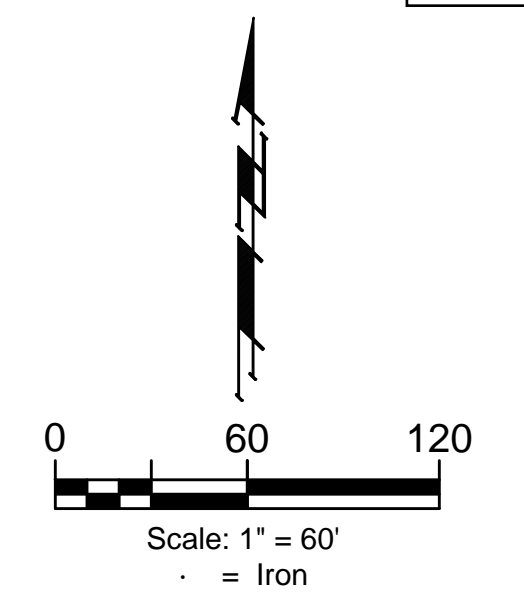
CHAPEL LANDING 7TH
Sep. 20, 2023

BAUGHMAN COMPANY
315 Ellis St. Wichita, KS 67211 316-262-7271
BaughmanCo.com

E:\Projects\Chapel Landing 7th Addition (20-12-PS-01)\PlatDrawings\Chapel Landing 7TH - F.dwg

CHAPEL LANDING 7TH ADDITION

BEL AIRE, SEDGWICK COUNTY, KANSAS



LEGEND

	Proposed Water Line (8" Unless Noted Otherwise)
	Existing Water Line (8" Unless Noted Otherwise)
	Proposed Fire Hydrant
	Existing Fire Hydrant
	Proposed Sanitary Sewer Line (8" Unless Noted Otherwise)
	Existing Sanitary Sewer Line (8" Unless Noted Otherwise)
	Existing Sanitary Sewer Manhole
	Proposed Sanitary Sewer Manhole

PRELIMINARY PLAN. NOT FOR CONSTRUCTION.
This document is preliminary in nature and is not a final, signed and sealed document.

BAUGHMAN COMPANY
315 Ellis St.
Wichita, KS 67211
316-262-7271
BaughmanCo.com

CHAPEL LANDING 7TH ADDITION

UTILITY PLAN

PROJECT NUMBER:

DESIGN: AEG DRAWN: LEN
DATE: October 12, 2023

SHEET 01 OF 01

File: E:\Projects\Chapel Landing 7th Addition (20-12-P610)\Engineering\Utility Plan\Chapel Landing 7th F_LP_Revise.dwg



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



FINAL PLAT REVIEW

Address of proposed project: Chapel Landing 7th Final plat

This report is to document that on 10.19.23 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 checked="" type="checkbox"/> EASEMENTS |
| <input type="checkbox"/> LANDSCAPE | <input type="checkbox"/> SCREENING |
| <input type="checkbox"/> STORM DRAINAGE | <input 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 10/19/23

Keith Price
REVIEWED BY 

Comments:

The preliminary plat was conditionally approved based on a shared drainage plan with Bristol Hollows addition. The city received the application, final plat, sidewalk plan, utility revised plan, and title report. The drainage plan was not included.

- Everyy has been contacted, Onegas has been contacted. Onegas had no requests.
- The pipeline representatives were contacted, no response received yet, have you contacted them as well?
- Has the drainage agreement between the owners of Bristol Hollows development and this development been finalized yet?
- The drainage plan can be submitted directly to the city engineer, Anne Stephens.
- The added drainage note will need to go through legal review to match the agreement with the owners of Bristol Hollows reserve and developer's agreement.
- <http://www.belaireks.citycode.net/> is the link to find the requirements for platting and zoning.

AFTER RECORDING RETURN TO:
Ron H. Hamden
Triplett Woolf Garretson, LLC
2959 N. Rock Road, Suite 300
Wichita, KS 67226

AGREEMENT REGARDING DRAINAGE

This Agreement Regarding Drainage (“Agreement”) is made and entered this 4th day of AUGUST, 2023, by and between 3F2R Holdings, LLC, a Kansas limited liability company (“Holdings”) and 53rd & Oliver, LLC, a Kansas limited liability company (“53rd & Oliver”).

RECITALS:

A. Holdings owns the residential subdivision legally described as Bristol Hollows, City of Bel Aire, Sedgwick County, Kansas (“Hollows”);

B. Hollows includes Reserve A (“Reserve A”). Reserve A currently serves as a dry detention facility pursuant to the existing drainage plan for the Hollows;

C. 53rd & Oliver owns an unplatted tract of land legally described on Exhibit “A,” and proposed to be platted as Chapel Landing 7th Addition (hereafter referred to as the “7th Addition”). The 7th Addition is contiguous to the Hollows, and is specifically contiguous to Reserve A;

D. The City of Bel Aire (“City”) has requested that 53rd & Oliver, in connection with the platting and drainage planning of the 7th Addition, revise the existing drainage plan for the Hollows, as required and approved by the City and establish a drainage plan for the 7th Addition as required and approved by the City for 53rd & Oliver, so that both drainage from the Hollows and the 7th Addition (following the platting and development thereof as a residential subdivision) shall drain into and be detained within Reserve A. Such wet detention shall require the construction of a pond, or ponds, within Reserve A;

E. The process of revising and preparing the revised and new drainage plans for the Hollows and the 7th Addition, including the preparation of all drawings, all meetings and communications with the City and all engineering associated therewith are referred to herein, collectively, as the “Drainage Authorization Process”;

F. Holdings has agreed to cooperate with 53rd & Oliver in connection with the Drainage Authorization Process, which shall be performed at the sole cost and expense of 53rd & Oliver. The Drainage Authorization Process and the specific drainage plans and related documents (collectively, the “Drainage Documents”) for the Hollows and the 7th Addition must be approved by the City, and

each of the parties hereto, which approval by such parties shall not be unreasonably withheld, delayed or conditioned; and

G. Upon the final approvals and completion of the Drainage Authorization Process and the Drainage Documents, fully executed by all applicable parties, Holdings shall convey to 53rd & Oliver the portion of Reserve A on the east side thereof which is designated according to all such plans as the portion of Reserve A to serve the 7th Addition (the "7th Addition Reserve A Area").

NOW THEREFORE for good and valuable consideration, the receipt of which is hereby irrevocably acknowledged the parties hereto agreed as follows:

1. The Recitals contained above are hereby incorporated into this Agreement.
2. Promptly following the date hereof, 53rd & Oliver shall engage Baughman Company, P.A. ("Baughman") to commence the Drainage Authorization Process and preparation of the Drainage Documents. Baughman shall delineate the 7th Addition Drainage Area as part of the Drainage Documents.
3. Holdings hereby grants to 53rd & Oliver, Baughman and their contractors such access to and on Reserve A as may be reasonably required for the platting of the 7th Addition and performing the Drainage Authorization Process and Drainage Documents. 53rd & Oliver shall require Baughman to provide to Holdings all drawings and information completed by Baughman regarding the Drainage Authorization Process and Drainage Documents. Holdings shall be made aware of meetings with the City and shall have an opportunity to be present and provide input regarding the Drainage Authorization Process and Drainage Documents.
4. 53rd & Oliver and Holdings shall cooperate using diligence to complete the Drainage Authorization Process and Drainage Documents as soon as reasonably possible. Holdings, as the current owner of Reserve A, shall execute applications and other documentation requested by the City or Baughman associated with the Drainage Authorization Process and Drainage Documents for submission to the City, but shall not incur any costs or expense related thereto.
5. When the Drainage Authorization Process and Drainage Documents are finally approved by the City and the parties hereto and shall have been executed, are processed and recorded in accordance with the City's requirements, Holdings shall convey to 53rd & Oliver by a special warranty deed the 7th Addition Reserve A Area, free of any mortgages or liens, other than a lien for the non-delinquent real estate taxes and assessments applicable to such land.
6. As soon as reasonably possible following the conveyance of the 7th Addition Reserve A Area to 53rd & Oliver as provided in paragraph 5 above, 53rd & Oliver shall commence the excavation and other construction on Reserve A as provided in the final Drainage Authorization Process and Drainage Documents, including excavation thereof, and all costs thereof shall be paid by 53rd & Oliver or specially assessed by the City to the 7th Addition. Following the completion of all applicable work on Reserve A required by the Drainage Authorization Process and Drainage Documents, Holdings and 53rd & Oliver shall be responsible for the care, maintenance, repair, and replacement of the portions of Reserve A owned by them.

7. Miscellaneous.

a. This Agreement contains the entire understanding of the parties hereto on the subject matter hereof and may not be amended or modified except by an instrument in writing, executed by the parties hereto or the successors or assigns thereof, including the respective successor owners of Reserve A.

b. This Agreement shall run with the land and be binding on the successors and assigns of the parties hereto, including specifically, the property associations established for Hollows and the 7th Addition which shall, respectively, perform the maintenance, repair and replacement to the portion of Reserve A applicable to Hollows and 7th Addition.

c. In the event any provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

d. In the event either party defaults in the performance of its obligations hereunder, the non-defaulting party may give written notice to the defaulting party specifying such default and if the defaulting party fails to cure the default within five (5) business days following receipt of such notice, then the non-defaulting party may exercise any rights or remedies available at law or equity.

e. This Agreement may be recorded in the records of the Sedgwick County, Kansas Register of Deeds.

f. The laws of the State of Kansas shall govern the interpretation, validity, performance and enforcement of this Agreement. Any dispute or arbitration involving this Agreement shall have its exclusive venue and jurisdiction in Sedgwick County, Kansas.

g. This Amendment may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature page follows.]

Executed as of the day and year first above written.

Holdings:
3F2R Holdings, LLC

53rd & Oliver:

53rd & Oliver, LLC
By: The Jay Russell Revocable Trust, as amended and restated June 23, 2020, a Member

By: [Signature]
Name: PHILIP J. RUFFO
Title: Member

By: [Signature]
Jay W Russell, Trustee

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 6th day of SEPTEMBER, 2023, before me a Notary Public in and for the County and State aforesaid, personally appeared PHILIP J. RUFFO, MEMBER of 3F2R Holdings, 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.

[Signature]
NOTARY PUBLIC
My Appointment Expires: 8/27/2025

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)



BE IT REMEMBERED, that on this 4th day of AUGUST, 2023, before me a Notary Public in and for the County and State aforesaid, personally appeared Jay W. Russell, Trustee of the Jay W. Russell Revocable Trust, as amended and restated June 23, 2020, a Member of 53rd & Oliver, 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.

[Signature]
NOTARY PUBLIC
My Appointment Expires: 4/13/24

[Signature]
Jeffrey K. Campbell, Notary Public State of Kansas
My Appt Expires 4/13/24

Exhibit "A"

7th Addition Legal Description

That part of the Northeast Quarter of Section 24, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at the northeast corner of said Northeast Quarter; FIRST COURSE, thence $S00^{\circ}09'40''E$, (basis of bearings, east line of said Northeast Quarter as platted in Chapel Landing, Bel Aire, Sedgwick County, Kansas), coincident with the east line of said Northeast Quarter, 1.01 feet to the intersection with the northwest line of an Enbridge Pipeline (KPC) Amendment of Right of Way Contract described and recorded in the Office of the Sedgwick County Register of Deeds in DOC.#/FLM-PG: 28860053 and the northwest line of a ConocoPhillips Amendment of Right-of-Way Agreement described and recorded in the Office of the Sedgwick County Register of Deeds in DOC.#/FLM-PG: 28883860, (hereinafter referred to as Pipeline Rights-of-Way); SECOND COURSE, thence $S64^{\circ}17'22''W$ coincident with the northwest line of said Pipeline Rights-of-Way, 1558.68 feet to the southeast corner of Reserve "A", Bristol Hollows, City of Bel Aire, Sedgwick County, Kansas; THIRD COURSE, thence $N19^{\circ}42'50''W$ coincident with the east line of said Reserve "A", 664.27 feet to the northeast corner of said Reserve "A"; FOURTH COURSE, thence $N00^{\circ}17'10''E$, 60.00 feet to the intersection with the north line of said Northeast Quarter; FIFTH COURSE, thence $S89^{\circ}42'50''E$ coincident with the north line of said Northeast Quarter, 1628.16 feet to the point of beginning, subject to a 30.00 foot road right-of-way lying south of and abutting the north line of said Northeast Quarter.