



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



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Tyler Dehn ____ Emily Hamburg ____

Justin Smith ____ John Welch ____

III. OPENING PRAYER: Terry Hedrick

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Minutes of the June 7, 2022 City Council Meeting.

B. Minutes of the June 14, 2022 City Council Special Meeting.

C. Acceptance of Petitions for Sanitary Sewer Main and Sanitary Sewer Pump Station Improvements to serve Chapel Landing Addition And Homestead Senior Landing.

D. Approving A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer Main Improvements/Chapel Landing Addition And Homestead Senior Landing).

E. Approving A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer Pump Station Improvements/Chapel Landing Addition And Homestead Senior Landing).

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

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

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

Action: Motion to (approve / deny / table) Appropriations Ordinance 22-11.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES: None

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

X. REPORTS

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

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

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

Action: Motion to (confirm / deny / table) the Mayor's Appointment of Jesse Miller to the Bel Aire Tree Board.

Motion _____ Second _____ Vote _____

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

Action: Motion to (approve / deny / table) the relocation of the Bellino Fireworks Tent (Bel Aire Lions Club) to the northwest corner of 45th & Woodlawn, conditioned upon Sedgwick County Fire approving the site for their needs and the applicant using a gravel base for the parking area.

Motion _____ Second _____ Vote _____

C. Consideration of a Development Agreement for Prairie Preserve.

Action: Motion to (accept / deny / table) the Development Agreement for Prairie Preserve and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

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

Action: Motion to (accept / deny / table) the Development Agreement for Skyview at Block 49 3rd Addition and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

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

Action: Motion to (accept / deny / table) the Development Agreement for Chapel Landing 5th and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

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

Action: Motion to (approve / deny / table) an Agreement for Professional Services with Baughman for Chapel Landing, Phase 2 in the amount of \$_____ and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

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

Action: Motion to (accept / deny / table) the Consent to Annex from Webb 254, LLC and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

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

Action: Motion to (approve / deny / table) An Ordinance Annexing And Incorporating A Portion Of The West Side Of Webb And 254 Into The Boundaries Of The City Of Bel Aire, Kansas (Webb 254, LLC property) and authorize the Mayor to sign.

Motion _____ Second _____ Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____

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

Aurora Park: \$480,000

47th & Hillcrest: \$115,000

Cozy Drive: \$105,000

Action: Motion to (approve / deny / table) spending \$480,000 in Aurora Park, \$115,000 in Arthur Heights and \$105,000 on Cozy Lane for drainage and future deferred maintenance costs, *conditioned upon* the receipt of a valid signed petition from each subdivision petitioning for a special district to pave the gravel roads.

Motion _____ Second _____ Vote _____

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

Action: Motion to (approve / deny / table) the Sidewalk Replacement Program for 2022 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

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

Action: Motion to (approve / deny / table) the Permanent Access Construction and Maintenance Easement in the Northfork Addition and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

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

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

A. Lot Across from City Hall

B. TIF Policy

XIV. ADJOURNMENT

Action: Motion to adjourn

Motion _____ Second _____ Vote _____

Additional Attachments:

A. Recreation Activity Update - May 2022

B. Planning and Zoning Staff report - May 2022

C. Manager's Report - June 21, 2022

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers

or the lobby of City Hall. No one is excluded from these areas during these times. Cox Cable Channel 7 rebroadcasts of this meeting are scheduled daily or can be streamed on YouTube and at www.belaireks.gov . Please make sure all cell phones and other electronics are turned off and put away.



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
June 07, 2022 7:00 PM



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

II. ROLL CALL

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

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

III. OPENING PRAYER: Gary Green provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. PROCLAMATION:

A. National Flag Week - June 12-18, 2022

Mayor Benage read and signed the proclamation.

VI. DETERMINE AGENDA ADDITIONS: There were no additions.

VII. CONSENT AGENDA

A. Minutes of the May 17, 2022 City Council meeting.

Mayor Benage noted that the spelling of a name in "City requested appearances" should be amended from McClure to McFleur.

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

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 22-10 in the amount of \$1,101,280.89

Councilmember Hamburg noted that an expense for a social media software had been incorrectly labeled as “Fizz Burgers”. The correct name is “Sprout”. She requested that this be amended.

MOTION: Councilmember Smith moved to approve Appropriations Ordinance 22-10 as amended. Councilmember Davied seconded the motion. ***Motion carried 4-0.***

IX. CITY REQUESTED APPEARANCES

- A. MKEC - Woodlawn update:** Jay Anglemyer, MKEC, provided an oral report. The Mayor had requested that MKEC review the Woodlawn Project bid package for any discrepancies in quantities. Mr. Anglemyer reported that MKEC did identify an oversight of about 120 square feet of concrete due to additional needs in front of the fire station. As the project comes to a close, Council may anticipate a change order request to account for the actual amount of concrete used. The actual amount will not be known until the concrete is poured. Mr. Anglemyer did not recommend a change order at this time.
- B. Waste Connections:** Herschel West provided information about increases in operating costs for the City’s solid waste services provider. He requested that the Council approve the 2% fee increase.

X. CITIZEN CONCERNS: No one spoke

XI. REPORTS

A. Council Member Reports

Councilmember Smith briefly reported on the most recent meeting of the Chisholm Creek Utility Authority.

Councilmember Hamburg reported on the May 27th tree mulching event held in Central Park by the Tree Board and Lions Club. She thanked Tree Board for working to maintain Bel Aire’s Tree City USA status. In June, Lions Club will be selling concessions during ball games at the Rec Center. She also inquired about recent citizen complaints about the rough pool bottom at Central Park Pool. City Manager Lasher stated the roughness is due to plaster patches applied for repairs; when it is time for the pool to be replastered, Council may consider options to make is smoother, such as vinyl lining.

Mayor Benage asked City Manager Lasher to look into options for pool repair and the current debt status for the pool and bring the information back to Council.

B. Mayor's Report

- Mayor Benage reported he attended the Sedgwick County Law Enforcement Memorial Service with Chief Atteberry on May 20th.
- On June 18th, Mayor Benage will hold “Coffee with the Mayor” at 9:00 a.m. in the Senior Room at City Hall.
- Mayor Benage spoke with City staff about sending out an annual reminder on April 15th for Councilmembers to review their Statements of Substantial Interest.

C. City Attorney Report

City Attorney Kelly briefly reported on the practice of roll call votes and when they may be requested.

D. City Manager Report

City Manager Lasher reported that the Central Park pool opened on Memorial Day. Season passes, swim lessons and pool rentals are available. Regarding the recent boil water advisory, Bel Aire was not included because they have not taken water from Wichita during the time period when the problem occurred.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of confirming the Mayor's appointment of Tyler Dehn to fill the seat vacated by Diane Wynn. The seat will be up for re-election in November of 2023.

MOTION: Councilmember Smith moved to confirm the appointment of Tyler Dehn to fill Diane Wynn's seat. Councilmember Hamburg seconded the motion. *Motion carried 3-1*, with Councilmember Welch voting against the motion.

B. Swearing-In for New Councilmember

City Clerk Krehbiel administered the Oath of Office. Mr. Dehn swore the oath and took his seat with the City Council.

C. Consideration of a Revised Industrial Revenue Bond Policy.

Councilmembers stated they would like to remove the sentence regarding fee waiver in section 24 of the policy.

MOTION: Councilmember Smith moved to approve the revised IRB policy as amended striking "The fee may be reduced or waived due to a higher economic value as recommended by the City Manager" from Section 24. Councilmember Welch seconded the motion. *Motion carried 4-1* with Councilmember Davied voting against the motion.

D. Consideration of A Resolution Amending Resolution No. R-22-12 Of The City Of Bel Aire, Kansas, Which Determined The Advisability Of Issuing Health Care Facilities Revenue Bonds (Catholic Care Center), Series 2022, In One Or More Series, To Provide Funds For The Purpose Of Financing Improvements To Health Care And Retirement Facilities Owned And Operated By Catholic Care Center, Inc.; And Authorized Execution Of Certain Related Documents.

Bond Counsel Kevin Cowan stood for questions from Counsel.

MOTION: Councilmember Welch moved to approve A Resolution Amending Resolution No. R-22-12 Of The City Of Bel Aire, Kansas, Which Determined The Advisability Of Issuing Health Care Facilities Revenue Bonds (Catholic Care Center), Series 2022, with the following fees: a 1% origination fee, which will be capped at \$100,000, a \$1,500 filing fee, a \$2,500 annual maintenance fee, all in accordance with

the City of Bel Aire IRB Policy which was passed June 7,2022, In One Or More Series, To Provide Funds For The Purpose Of Financing Improvements To Health Care And Retirement Facilities Owned And Operated By Catholic Care Center, Inc.; And Authorized Execution Of Certain Related Documents, and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

E. **Consideration of An Ordinance Authorizing The City Of Bel Aire, Kansas To Issue Its Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) For The Purpose Of Paying Costs To Acquire, Construct And Equip A Senior Residence Facility; And Authorizing Certain Other Related Documents And Actions.**

Bond Counsel Kevin Cowan stood for questions from Counsel.

MOTION: Councilmember Smith moved to approve An Ordinance Authorizing The City Of Bel Aire, Kansas To Issue Its Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) For The Purpose Of Paying Costs To Acquire, Construct And Equip A Senior Residence Facility; And Authorizing Certain Other Related Documents And Actions as presented and authorize the mayor to sign. Councilmember Dehn seconded the motion.

Roll Call Vote:

Greg Davied - Aye	Tyler Dehn - Aye	Emily Hamburg- Aye
Justin Smith -Aye	John Welch -Aye	

Motion carried 5-0.

F. **Consideration of a request from Waste Connections to increase trash rates by 2%.**

MOTION: Councilmember Welch moved to approve a 2% rate increase for trash and recycling to Waste Connections effective July 1, 2022 and adjust Bel Aire utility rates to reflect the increase. Councilmember Davied seconded the motion. ***Motion carried 3-2*** with Councilmembers Smith and Hamburg voting against the motion.

G. **Consideration of accepting a Consent to Annex from Marjorie Wirth incorporating approximately 70 acres along Webb Road into the City of Bel Aire.**

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

H. **Consideration of An Ordinance Annexing And Incorporating A Portion Of Section 21 Into The Boundaries Of The City Of Bel Aire, Kansas (Wirth property).**

MOTION: Councilmember Davied moved to accept An Ordinance Annexing And Incorporating A Portion Of Section 21 Into The Boundaries Of The City Of Bel Aire, Kansas, and authorize the Mayor to sign.

Roll Call Vote:

Greg Davied - Aye	Tyler Dehn - Aye	Emily Hamburg- Aye
Justin Smith -Aye	John Welch -Aye	

Motion carried 5-0.

I. **Consideration of A Charter Ordinance Amending The Terms Of Elected Officials Of The City Of Bel Aire, Kansas, And Providing Substitute And Additional Provisions For The Same.**

Councilmembers discussed revisions to the draft charter ordinance. They requested that staff separate the three issues into three separate charter ordinances.

MOTION: Councilmember Hamburg moved to recess the meeting for five minutes. Councilmember Smith seconded the motion. *Motion carried 5-0.*

The meeting was in recess for five minutes. At 9:08 p.m. Mayor Benage called the meeting back to order in open session.

Councilmembers discussed needing more time to review the changes.

MOTION: Councilmember Smith moved to table A Charter Ordinance Amending The Terms Of Elected Officials Of The City Of Bel Aire, Kansas, And Providing Substitute And Additional Provisions For The Same, until the next Council meeting. Councilmember Welch seconded the motion.

Voice Vote:

Jim Benage -Aye	Greg Davied -Aye	Tyler Dehn – Aye
Emily Hamburg- Aye	Justin Smith- Aye	John Welch -Aye

Motion carried 6-0.

J. **Consideration of accepting a bid for water services installation in Chapel Landing 3rd. Three bids were received:**

Nowak Construction	\$51,800.00
Duling Construction	\$75,900.00
Utility Maintenance Contractors	\$38,600.00

MOTION: Councilmember Hamburg moved to accept the bid from Utility Maintenance Contractors in the amount of \$38,600.00 for water services installation in Chapel Landing 3rd, and authorize all required signatures. Councilmember Davied seconded the motion. *Motion carried 5-0.*

K. **Consideration of a Development Agreement for Prairie Preserve.**

Developer John Sutherland stood for questions from the Council.

MOTION: Councilmember Smith moved to table the Development Agreement for Prairie Preserve until the next regular meeting. Councilmember Welch seconded the motion. *Motion carried 5-0.*

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

M. **Consideration of a Development Agreement for Chapel Landing 5th.**

N. **Consideration of an Agreement for Professional Services with Garver for Chapel Landing 5th – Phase 1 in the amount of \$267,900.00.**

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

Mayor Benage stated that Agenda Items L through O would be tabled until the next regular City Council meeting.

XIII. EXECUTIVE SESSION

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussion the subject of: matters related to Council employees, pursuant to the KSA 75-4319 exception for: non-elected personnel. The meeting will be for a period of 10 minutes, and the open meeting will resume in City Council Chambers at 9:59 PM. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

The Councilmembers then left the Council chambers to hold an executive session. At 9:59 p.m. the Councilmembers returned to the Council chambers. Mayor Benage stated no binding action had been taken and called the meeting back to order in open session.

XIV. DISCUSSION AND FUTURE ISSUES – The council briefly discussed the agendas for the June 14th special Council meeting and the June 21st regular Council meeting.

XV. ADJOURNMENT

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

Approved by the City Council this _____ day of _____, 2022.

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk



MINUTES SPECIAL CITY COUNCIL MEETING

7651 E. Central Park Ave, Bel Aire, KS

June 14, 2022 6:30 PM



I. CALL TO ORDER: Mayor Jim Benage called the meeting to order.

II. ROLL CALL

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

Also present were City Manager Ty Lasher and City Attorney Jacqueline Kelly.

III. CITIZEN CONCERNS: No one spoke.

IV. NEW BUSINESS

Councilmembers discussed changes to the proposed language of the Charter Ordinances for Agenda Items A and C. There was a consensus among Councilmembers to make changes related to years of service in the proposed Charter Ordinances for items A and C, and to recess the meeting until Staff could draft such changes.

MOTION: Councilmember Smith moved to recess the special meeting until after the City Council workshop. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

Following the City Council workshop, Mayor Benage called the special meeting back to order in open session in the Council chambers.

A. Consideration of A Charter Ordinance Exempting The City Of Bel Aire From KSA 14-103 And 14-204 And Amending Relevant Sections Of Charter Ordinance 16 And 17 Related To Terms Of Elected Officials Of The City Of Bel Aire, Kansas, And Providing Substitute And Additional Provisions For The Same (Term Limits for Council Members).

MOTION: Councilmember Smith moved to approve A Charter Ordinance Exempting The City Of Bel Aire From KSA 14-103 And 14-204 And Amending Relevant Sections Of Charter Ordinance 16 And 17 Related To Terms Of Elected Officials Of The City Of Bel Aire, Kansas (Charter Ordinance No. 21), And Providing Substitute And Additional Provisions For The Same, and authorize the Mayor to sign. Councilmember Davied seconded the motion.

Roll Call Vote:

Jim Benage- Aye Greg Davied - Aye Tyler Dehn- Aye
 Emily Hamburg- Aye Justin Smith - Aye John Welch - Nay
Motion carried 5-1, with Councilmember Welch voting against the motion.

B. Consideration of A Charter Ordinance Exempting The City Of Bel Aire From KSA 14-204 And Amending Relevant Sections Of Charter Ordinance 16 And 17 Related To Terms Of Elected Officials Of The City Of Bel Aire, Kansas, And Providing Substitute And Additional Provisions For The Same (Duration of Term for the Mayor).

MOTION: Councilmember Davied moved to approve A Charter Ordinance Exempting The City Of Bel Aire From KSA 14-204 And Amending Relevant Sections Of Charter Ordinance 16 And 17 Related To Terms Of Elected Officials Of The City Of Bel Aire, Kansas (Charter Ordinance No. 22), And Providing Substitute And Additional Provisions For The Same, and authorize the Mayor to sign. Councilmember Smith seconded the motion.

Roll Call Vote:

Jim Benage- Aye Greg Davied - Aye Tyler Dehn- Aye
 Emily Hamburg- Aye Justin Smith - Aye John Welch - Aye
Motion carried 6-0.

C. Consideration of A Charter Ordinance Exempting The City Of Bel Aire From KSA 14-103 And 14-204 And Amending Relevant Sections Of Charter Ordinance 16 And 17 Related To Terms Of Elected Officials Of The City Of Bel Aire, Kansas, And Providing Substitute And Additional Provisions For The Same (Term Limit for the Mayor).

Councilmember Davied noted that the words “more than” should be struck from Section 2A.

MOTION: Councilmember Smith moved to approve, as amended, A Charter Ordinance Exempting The City Of Bel Aire From KSA 14-103 And 14-204 And Amending Relevant Sections Of Charter Ordinance 16 And 17 Related To Terms Of Elected Officials Of The City Of Bel Aire, Kansas (Charter Ordinance No. 23), And Providing Substitute And Additional Provisions For The Same, as amended, and authorize the Mayor to sign. Councilmember Hamburg seconded the motion.

Roll Call Vote:

Jim Benage- Aye Greg Davied - Aye Tyler Dehn- Aye
 Emily Hamburg- Aye Justin Smith - Aye John Welch - Nay
Motion carried 5-1, with Councilmember Welch voting against the motion.

V. OTHER BUSINESS: There was no other business to discuss.

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

VII. ADJOURNMENT

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

SANITARY SEWER MAIN

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

CHAPEL LANDING ADDITION

Lots 1 through 16, Block E

Lots 1 through 24, Block F

HOMESTEAD SENIOR LANDING

Lot 1, Block A

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

- (a) That there be constructed a sanitary sewer main to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being One Hundred Fifty-Three Thousand Dollars (\$153,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said

improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 16, Block E, and Lots 1 through 24, Block F, CHAPEL LANDING ADDITION shall each pay 2/200 of the total cost of the improvements; and Lot 1, Block A, HOMESTEAD SENIOR LANDING shall pay 120/200 of the total cost of the improvements.

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

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

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

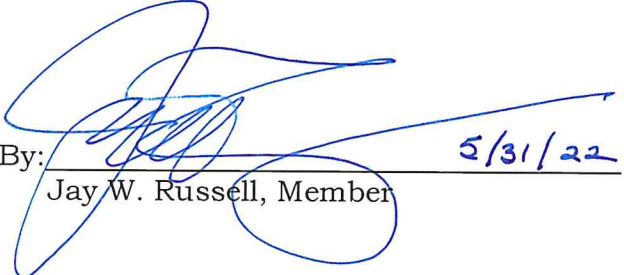
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.


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

LEGAL DESCRIPTION	SIGNATURE	DATE
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CHAPEL LANDING ADDITION
Lots 1 through 16, Block E
Lots 1 through 24, Block F

53rd & OLIVER, LLC

By:  5/31/22
Jay W. Russell, Member

By:  6-7-22
Steve C. Neal, Member

HOMESTEAD SENIOR LANDING
Lot 1, Block A

HOMESTEAD SENIOR RESIDENCES
BEL AIRE, LLC

By: HOMESTEAD AFFORDABLE
HOUSING, INC., Manager

By: _____
Thomas A. Bishop, President/CEO

THIS PETITION was filed in my office on _____, and was examined, considered and found sufficient by the Governing Body of the City on _____.

City Clerk

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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CHAPEL LANDING ADDITION
Lots 1 through 16, Block E
Lots 1 through 24, Block F

53rd & OLIVER, LLC

By: _____
Jay W. Russell, Member

By: _____
Steve C. Neal, Member

HOMESTEAD SENIOR LANDING
Lot 1, Block A

HOMESTEAD SENIOR RESIDENCES
BEL AIRE, LLC

By: HOMESTEAD AFFORDABLE
HOUSING, INC., Manager

By:  04/07/2022
Thomas A. Bishop, President/CEO

THIS PETITION was filed in my office on _____, and was examined, considered and found sufficient by the Governing Body of the City on _____.

City Clerk

HOMESTEAD SENIOR LANDING AND CHAPEL LANDING ADDITION

Bel Aire, Sedgwick County, Kansas

SANITARY SEWER MAIN

Benefit District: (41 Lots, 200 Fractions)

Homestead Senior Landing (Lot 1, Block A) (120 Fractions)

Chapel Landing Addition (40 Lots, 2 Fractions Each)

Lots 1 through 16, Block E (16 Lots, 2 Fractions Each)

Lots 1 through 24, Block F (24 Lots, 2 Fractions Each)

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	1350	L.F.	\$42.00	\$56,700.00
Manhole	5	EA.	\$5,000.00	\$25,000.00
Stubs	7	EA.	\$500.00	\$3,500.00
Seeding & Erosion Control	1	L.S.	\$8,000.00	\$8,000.00
Site Clearing and Restoration	1	L.S.	\$20,000.00	\$20,000.00
Subtotal				\$113,200.00
+ 35% Design, Insp., & Administration				\$39,620.00
Total				\$152,820.00

Petition Amount	\$153,000
Cost for 2 Fraction Lot	\$1,530
Cost for 120 Fraction Lot:	\$91,800
Average Monthly Assessment-2 Fraction Lot	\$8 (Based on 20 Years at 3%)
Average Monthly Assessment-120 Fraction Lot	\$509 (Based on 20 Years at 3%)

SANITARY SEWER PUMP STATION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

CHAPEL LANDING ADDITION

Lots 1 through 16, Block E

Lots 1 through 24, Block F

HOMESTEAD SENIOR LANDING

Lot 1, Block A

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

(a) That there be constructed a sanitary sewer pump station to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being One Million Six Hundred Eighty-Five Thousand Dollars (\$1,685,000), with 52.88 percent payable by the improvement district, and 47.12 percent payable by the City of Bel Aire, Kansas. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 16, Block E, and Lots 1 through 24, Block F, CHAPEL LANDING ADDITION shall each pay 1/100 of the total cost of the improvements; and Lot 1, Block A, HOMESTEAD SENIOR LANDING shall pay 60/100 of the total cost of the improvements.

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

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

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

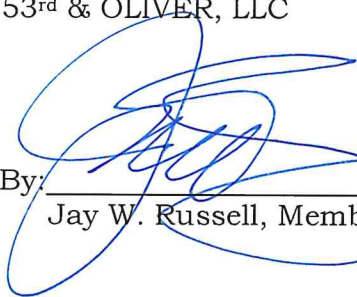
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

CHAPEL LANDING ADDITION
Lots 1 through 16, Block E
Lots 1 through 24, Block F

53rd & OLIVER, LLC

By: _____ 5/31/22
Jay W. Russell, Member

By:  6-2-22
Steve C. Neal, Member

HOMESTEAD SENIOR LANDING
Lot 1, Block A

HOMESTEAD SENIOR RESIDENCES
BEL AIRE, LLC

By: HOMESTEAD AFFORDABLE
HOUSING, INC., Manager

By: _____
Thomas A. Bishop, President/CEO

THIS PETITION was filed in my office on _____, and was examined, considered and found sufficient by the Governing Body of the City on _____.

City Clerk

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

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

CHAPEL LANDING ADDITION
Lots 1 through 16, Block E
Lots 1 through 24, Block F

53rd & OLIVER, LLC

By: _____
Jay W. Russell, Member

By: _____
Steve C. Neal, Member

HOMESTEAD SENIOR LANDING
Lot 1, Block A

HOMESTEAD SENIOR RESIDENCES
BEL AIRE, LLC

By: HOMESTEAD AFFORDABLE
HOUSING, INC., Manager

By:  04/07/2022
Thomas A. Bishop, President/CEO

THIS PETITION was filed in my office on _____, and
was examined, considered and found sufficient by the Governing Body of the City on
_____.

City Clerk

BEL AIRE NW REGIONAL PUMP STATION

Bel Aire, Sedgwick County, Kansas

PUMP STATION / SANITARY SEWER PUMP STATION

Benefit District (100 Fractions)
 Homestead Senior Landing (Lot 1, Block A) 60 Fractions
 Chapel Landing Addition (40 Fractions)
 Lots 1 through 16, Block E (16 Lots, 1 Fraction Each)
 Lots 1 through 24, Block F (24 Lots, 1 Fraction Each)

Cost Estimate

Item	Quantity	Unit	Unit Price	Amount
Pump Station Unit	1	LS	\$550,000.00	\$550,000.00
10"/12" SS Main - Gravity	2300	LF	\$50.00	\$115,000.00
24" Steel Casing - Jack & Bore	230	LF	\$750.00	\$172,500.00
Manhole 5'	8	EA	\$6,000.00	\$48,000.00
MH Stub	6	EA	\$1,000.00	\$6,000.00
Connect to Existing MH	1	EA	\$3,500.00	\$3,500.00
6" PVC - FM	3000	LF	\$40.00	\$120,000.00
6" Directional Drill	150	LF	\$150.00	\$22,500.00
Flowable Fill	60	LF	\$80.00	\$4,800.00
Dewatering	1	LS	\$15,000.00	\$15,000.00
Seeding and Erosion Control	1	LS	\$20,000.00	\$20,000.00
Site Clearing and Restoration	1	LS	\$60,000.00	\$60,000.00
3 Phase Electrical Extension	1	LS	\$150,000.00	\$150,000.00
Gas Service Extension	1	LS	\$30,000.00	\$30,000.00
Easements Acquisition	1	LS	\$30,000.00	\$30,000.00
Subtotal				\$1,347,300.00
+ 25% Design, Insp., & Administration				\$336,825.00
Total				\$1,684,125.00

Petition Amount	\$1,685,000	
City Portion	\$794,000	47.12%
Benefit District	\$891,000	52.88%
Average Cost for Homestead Senior Landing	\$534,600	60 Fr
Average Cost for Chapel Landing	\$356,400	40 Fr
Chapel Landing (Cost per Lot)	\$8,910	
Average Monthly Assessment (Homestead)	\$2,965 (Based on 20 Years at 3%)	
Average Monthly Assessment (Chapel)	\$49 (Based on 20 Years at 3%)	

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

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON JUNE 21, 2022

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

Absent:

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

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER MAIN IMPROVEMENTS/CHAPEL LANDING ADDITION AND HOMESTEAD SENIOR LANDING).

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

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

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

RESOLUTION NO. [__]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER MAIN IMPROVEMENTS/CHAPEL LANDING ADDITION AND HOMESTEAD SENIOR LANDING).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

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

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

That there be constructed a sanitary sewer main to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire , Kansas.

(b) The estimated or probable cost of the Improvements is: \$153,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Chapel Landing Addition
Lots 1 through 16, Block E
Lots 1 through 24, Block F

Homestead Senior Landing
Lot 1, Block A

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

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 16, Block E, and Lots 1 through 24, Block F, Chapel Landing Addition, shall each pay 2/200 of the total assessed cost of the Improvements; and Lot 1, Block A, Homestead Senior Landing, shall pay 120/200 of the total assessed cost of the Improvements.

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

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

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on June 21, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on June 21, 2022 as the same appears of record in my office.

DATED: June 21, 2022.

Melissa Krehbiel, Clerk

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

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON JUNE 21, 2022

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

Absent:

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

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER PUMP STATION IMPROVEMENTS/CHAPEL LANDING ADDITION AND HOMESTEAD SENIOR LANDING).

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

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

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

RESOLUTION NO. [__]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER PUMP STATION IMPROVEMENTS/CHAPEL LANDING ADDITION AND HOMESTEAD SENIOR LANDING).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

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

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

That there be constructed a sanitary sewer pump station to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: \$1,685,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Chapel Landing Addition

Lots 1 through 16, Block E

Lots 1 through 24, Block F

Homestead Senior Landing

Lot 1, Block A

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

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 16, Block E, and Lots 1 through 24, Block F, Chapel Landing Addition, shall each pay 1/100 of the total assessed cost of the Improvements; and Lot 1, Block A, Homestead Senior Landing, shall pay 60/100 of the total assessed cost of the Improvements.

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

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 52.88% to be assessed against the Improvement District and 47.12% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on June 21, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on June 21, 2022 as the same appears of record in my office.

DATED: June 21, 2022.

Melissa Krehbiel, Clerk

CLAIMS REPORT

Vendor Checks: 5/26/2022- 6/14/2022

Section VII, Item A.

Payroll Checks: 5/26/2022- 6/14/2022

AP ORD 22-11

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
GENERAL					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		18.75	67925	6/10/22
ASCAP	GNRL LIC:MUSIC/ART DISPLAY		400.54	67926	6/10/22
AT&T	INTERNET BACKUP		105.00	1280326	5/29/22
BRADY INDUSTRIES OF KS	CH:JANITORIAL SUPPLIES		354.25	67927	6/10/22
NATHAN W BRAINARD	YOUTH SPORTS OFFICIAL		111.00	67910	6/02/22
CANDY DENK-CONNOLLY	COMMUNITY RM DEP REFUND		150.00	67928	6/10/22
CINTAS CORPORATION	PD MAT RENTAL	98.29		1280364	6/06/22
CINTAS CORPORATION	PW MAINT SHOP TOWELS	41.93		1280365	6/06/22
CINTAS CORPORATION	PD MAT RENTALS	98.29		1280366	6/06/22
CINTAS CORPORATION	PD MAT RENTALS	98.29		1280367	6/06/22
CINTAS CORPORATION	PD MAT RENTALS	98.29		1280368	6/06/22
CINTAS CORPORATION	PD MAT RENTAL	98.29	533.38	1280369	6/06/22
CINTAS CORPORATION NO. 2	PW:RESTOCK FIRST AID	49.62		1280362	6/06/22
CINTAS CORPORATION NO. 2	PD:RESTOCK FIRST AID	293.88	343.50	1280363	6/06/22
COUNTRYSIDE LAWN & TREE CARE	IRRIGATION REPAIR REC CENTER		1,447.62	67929	6/10/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		754.26	1280387	6/06/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		194.64	1280386	6/13/22
DELTA DENTAL PLAN of KANSAS	06/22 MONTHLY PREMIUM		1,972.03	67930	6/10/22
ECITY TRANSACTIONS, LLC	05/22 ONLINE PYT SERVICE		270.00	67931	6/10/22
MATTHEW J HERMES	CONTRACT MOWING:49TH RET POND		810.00	67932	6/10/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		250.00	1280361	6/08/22
EVERGREEN RECYCLE	MULCH/BRUSH DISPOSAL		260.00	67934	6/10/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS		1,263.60	1280389	6/06/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		1,583.47	1280388	6/06/22
FICA/FEDERAL W/H	FED/FICA TAX		25,862.56	1280357	6/08/22
BRIDGESTONE AMERICAS, INC	FLEET MAINTENANCE #29-ADMIN		1,790.92	67936	6/10/22
ANTHONY HARDWICK	YOUTH SPORTS OFFICIAL		172.00	67911	6/02/22
HAYDEN HARDWICK	YOUTH SPORTS OFFICIAL		111.00	67912	6/02/22
JEFFREY HARDWICK	YOUTH SPORTS OFFICIAL		114.00	67913	6/02/22
NICHALAS HARDWICK	YOUTH SPORTS OFFICIAL		108.00	67914	6/02/22
THEODORE HENRY	GFOA CONF PER DIEM		166.00	67915	6/02/22
MARTY A HESS	YOGA INSTRUCTOR		120.00	67916	6/02/22
THE IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN JUL #10		833.00	1280394	6/07/22
KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/SUPPLIES		91.82	67940	6/10/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		689.48	67944	6/10/22
KEVIN FORD	TBALL REFUND		38.00	67945	6/10/22
KANSAS DEPT OF REVENUE	STATE TAX		4,055.92	1280360	6/08/22
K P E R S	KPERS		13,566.75	1280359	6/08/22
KANSAS STATE TREASURER	04/22:COURT FEES		2,848.63	67948	6/10/22
MABCD	05/22 INSPECTIONS		400.00	67949	6/10/22
CRAIG A MCCOSKEY	CONTRACT MOWING		400.00	67950	6/10/22
NATIONAL SCREENING BUREAU	NEW HIRE BACKGROUND CHECK		87.50	67953	6/10/22
NATIONAL SIGN COMPANY, INC.	SIGNS, MATERIALS/SUPPLIES		73.89	67954	6/10/22
ONESOURCE TECHNOLOGY, INC	MONTHLY I.T.SUPPORT SVC		650.00	1280400	6/07/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	95.65		1280355	5/27/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	106.11		1280402	6/03/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	237.97	439.73	1280403	6/10/22
PITNEY BOWES GLOBAL FINANCIAL	L/P POSTAGE METER:QTR#02		261.45	1280404	6/06/22
PLUMBCO	P-22-166 PERMIT REF:CANCELED		50.00	67955	6/10/22
RON'S SIGN COMPANY INC	DEPOSIT:EAGLE LAKE PARK SIGN		871.80	67957	6/10/22
SEWING & EMBROIDERY WORKS LLC	STAFF CLOTHING		1,528.00	67959	6/10/22
SPECTRUM PROMOTIONAL PRODUCTS	BASEBALL SHIRTS		1,341.60	67960	6/10/22

CLAIMS REPORT

Vendor Checks: 5/26/2022- 6/14/2022

Section VII, Item A.

Payroll Checks: 5/26/2022- 6/14/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
SUMNER GROUP INC	TA3553CI LEASE		458.26	67961	6/10/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		338.42	1280405	6/07/22
TRISTIN TERHUNE	IPMA HR CONF PER DIEM		448.81	67917	6/02/22
TREE TOP NURSERY & LANDSCAPE	CONTRACT MOWING		3,230.52	67962	6/10/22
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES		2,147.54	1280406	6/13/22
ICMA RETIREMENT 304804	CITY MGR 457		998.82	1280358	6/08/22
VERIZON	CELL PHONE SVC		272.30	1280407	6/05/22
VERIZON	TABLET/S:SVC		215.99	1280408	6/05/22
VERIZON	TABLET/S:SVC		71.02	1280409	6/05/22
VISION ALLIANCE MARKETING, LLC	05/22 COURT SERVICES OFFICER		700.00	67964	6/10/22
TERESA WADE	TAEKWONDO INSTRUCTOR		160.00	67918	6/02/22
KIDD'S TOWING AND RECOVERY	#28 ADMIN EXPLORER TOWING		89.00	67966	6/10/22
LAFF T WILLIAMS & ASSOCIATES,	JANITORIAL SUPPLIES		268.92	67967	6/10/22
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC		881.25	67968	6/10/22
	01 GENERAL TOTAL		77,774.94		
WATER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		22.50	67925	6/10/22
CINTAS CORPORATION	PW MAINT SHOP TOWELS		41.92	1280365	6/06/22
CINTAS CORPORATION NO. 2	PW:RESTOCK FIRST AID		49.62	1280362	6/06/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	1,336.50		1280370	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	548.35		1280371	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	267.75		1280372	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	4,858.65		1280373	6/06/22
CORE & MAIN LP	WATER/SEWER SYSEMS SUPPLIES	1,487.50		1280374	6/06/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	266.04		1280376	6/06/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	3,419.05		1280377	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	683.94		1280378	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	1,569.44		1280379	6/06/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	698.41		1280380	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	187.50		1280381	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	529.08		1280382	6/06/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	265.00		1280383	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	5,607.55		1280411	6/06/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	418.70	22,143.46	1280412	6/06/22
COX COMMUNICATIONS, INC	I.T.BACKUP:WATER TOWER		77.48	1280384	6/13/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		51.43	1280387	6/06/22
DELTA DENTAL PLAN of KANSAS	06/22 MONTHLY PREMIUM		279.54	67930	6/10/22
ECITY TRANSACTIONS, LLC	05/22 ONLINE PYT SERVICE		90.00	67931	6/10/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLIC AREAS		301.53	1280389	6/06/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		333.89	1280388	6/06/22
EWING	PVC PIPE FITTING		229.50	67935	6/10/22
FICA/FEDERAL W/H	FED/FICA TAX		2,489.04	1280357	6/08/22
FLEETPRIDE, INC.	PW F550 BATTERIES-ROADSIDE SVC		593.12	1280392	6/06/22
FOLEY EQUIPMENT	BACKHOE HYDRAULIC HOSE		161.16	67937	6/10/22
WW GRAINGER, INC	PW:MATERIALS SUPPLIES	629.73		1280413	6/06/22
WW GRAINGER, INC	PW:MATERIALS SUPPLIES	342.17	971.90	1280414	6/06/22
KANSAS ONE-CALL SYSTEM, INC.	LOCATE FEES:550 FOR 05/22		330.00	67941	6/10/22
KANSASLAND TIRE # 9584	F150 TIRESx4		662.68	67943	6/10/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		541.07	67944	6/10/22
KANSAS DEPT OF REVENUE	STATE TAX		426.07	1280360	6/08/22
K P E R S	KPERS TIER 3		1,488.34	1280359	6/08/22

CLAIMS REPORT

Vendor Checks: 5/26/2022- 6/14/2022

Section VII, Item A.

Payroll Checks: 5/26/2022- 6/14/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MARK HALEY	UB ACCT 640531501 REFUND		4,896.87	67969	6/13/22
MCDONALD TINKER PA	LEGAL:NEW CCUA AGREEMENT		1,961.75	67951	6/10/22
MURPHY TRACTOR & EQUIPMENT	HYDRAULIC FLUID-JD TRACTOR		104.12	67952	6/10/22
NATIONAL SCREENING BUREAU	NEW HIRE BACKGROUND CHECK		47.50	67953	6/10/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES WATER		141.03	1280401	6/06/22
RELPH CONSTRUCTION, INC	SVC REPAIR		750.00	67956	6/10/22
RURAL WATER DISTRICT NO 1	05/22 WATER:WELL #66 & #67		24.00	67958	6/10/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		62.08	1280405	6/07/22
VERIZON	CELL PHONE SVC		540.04	1280407	6/05/22
VERIZON	TABLET/S:SVC		10.15	1280409	6/05/22
WICHITA PUMP & SUPPLY CO	METER BOX PUMPS		348.00	67965	6/10/22

02	WATER UTILITY TOTAL		40,169.79		
SEWER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		22.50	67925	6/10/22
CINTAS CORPORATION	PW MAINT SHOP TOWELS		41.92	1280365	6/06/22
CINTAS CORPORATION NO. 2	PW:RESTOCK FIRST AID		49.62	1280362	6/06/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	1,336.50		1280370	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	548.35		1280371	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	267.75		1280372	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	4,858.65		1280373	6/06/22
CORE & MAIN LP	WATER/SEWER SYSEMS SUPPLIES	1,487.50		1280374	6/06/22
CORE & MAIN LP	SEWER SYS MAINT/REPAIR SUPPLIE	3,419.05		1280377	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	683.94		1280378	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	1,569.44		1280379	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	187.50		1280381	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	529.08		1280382	6/06/22
CORE & MAIN LP	WATER/SEWER SYSTEMS SUPPLIES	5,607.55	20,495.31	1280411	6/06/22
COX COMMUNICATIONS, INC	I.T.BACKUP:WATER TOWER		77.47	1280384	6/13/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		51.43	1280387	6/06/22
DELTA DENTAL PLAN of KANSAS	06/22 MONTHLY PREMIUM		172.20	67930	6/10/22
ECITY TRANSACTIONS, LLC	05/22 ONLINE PYT SERVICE		90.00	67931	6/10/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		400.00	1280361	6/08/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBLC AREAS		1,560.28	1280389	6/06/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		333.89	1280388	6/06/22
FICA/FEDERAL W/H	FED/FICA TAX		2,366.99	1280357	6/08/22
WW GRAINGER, INC	PW:MATERIALS SUPPLIES		190.74	1280393	6/06/22
AEGION CORPORATION	PEARSON ADDITION SEWER LINES		248,707.81	67938	6/10/22
KANSAS ONE-CALL SYSTEM, INC.	LOCATE FEES:550 FOR 05/22		330.00	67941	6/10/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		339.41	67944	6/10/22
KANSAS DEPT OF REVENUE	STATE TAX		384.43	1280360	6/08/22
K P E R S	KPERS TIER 3		1,379.52	1280359	6/08/22
MCDONALD TINKER PA	LEGAL:NEW CCUA AGREEMENT		1,961.75	67951	6/10/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		44.00	1280405	6/07/22
VERIZON	CELL PHONE SVC		88.32	1280407	6/05/22
VERIZON	TABLET/S:SVC		10.15	1280409	6/05/22

03	SEWER UTILITY TOTAL		279,097.74		
SPECIAL STREET & HIWAY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		11.25	67925	6/10/22
CINTAS CORPORATION	PW MAINT SHOP TOWELS		41.92	1280365	6/06/22

CLAIMS REPORT

Vendor Checks: 5/26/2022- 6/14/2022

Section VII, Item A.

Payroll Checks: 5/26/2022- 6/14/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CINTAS CORPORATION NO. 2	PW:RESTOCK FIRST AID		49.61	1280362	6/06/22
DELTA DENTAL PLAN of KANSAS	06/22 MONTHLY PREMIUM		63.54	67930	6/10/22
ELLIOTT ELECTRIC SUPPLY	CP STREET LIGHT BULBS		565.45	67933	6/10/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS		109.62	1280389	6/06/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING		203.02	1280391	6/06/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		119.76	1280388	6/06/22
FICA/FEDERAL W/H	FED/FICA TAX		377.59	1280357	6/08/22
MANDJ, LLC	BUCKET TRUCK BATTERIES		598.30	67939	6/10/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		1,188.63	67944	6/10/22
KANSAS DEPT OF REVENUE	STATE TAX		48.16	1280360	6/08/22
K P E R S	KPERS		286.15	1280359	6/08/22
NATIONAL SIGN COMPANY, INC.	SIGNS, MATERIALS/SUPPLIES		180.96	67954	6/10/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		17.23	1280405	6/07/22
VERIZON	CELL PHONE SVC		88.32	1280407	6/05/22

	04 SPECIAL STREET & HIWAY TOTAL		3,949.51		
CAPITAL PROJECTS					
KANSAS DEPT OF TRANSPORTATION	RAIL SPUR LOAN PYMNT #82		3,877.06	67947	6/10/22

	09 CAPITAL PROJECTS TOTAL		3,877.06		
SOLID WASTE UTILITY					
WASTE CONNECTIONS OF KANSAS	05/22 RECYCLE OR TRASH SVC		36,933.40	1280410	6/07/22

	12 SOLID WASTE UTILITY TOTAL		36,933.40		
CAPITAL PROJECTS #2 FUND					
CONSPEC INC	SKY VIEW PAVING		95,844.19	67942	6/10/22
KDHE - BUREAU OF WATER	WOODLAWN STORMWATER PERMIT '22		60.00	67946	6/10/22
KANSAS STATE TREASURER	TN 2020A INT PYT	12,406.25		1280340	5/31/22
KANSAS STATE TREASURER	TN 2021B INT PYT	33,346.35		1280341	5/31/22
KANSAS STATE TREASURER	TN 2020C INT PYT	6,709.50		1280342	5/31/22
KANSAS STATE TREASURER	TN 2019C INT PYT	19,305.00	71,767.10	1280343	5/31/22
UNION PACIFIC RAILROAD COMPANY	N WOODLAWN CROSSING		1,025.00	67963	6/10/22

	33 CAPITAL PROJECTS #2 FUND TOTAL		168,696.29		
			=====		
	Accounts Payable Total		610,498.73		
Payroll Checks					

	01 GENERAL		62,481.94		
	02 WATER UTILITY		6,520.53		
	03 SEWER UTILITY		6,079.14		
	04 SPECIAL STREET & HIWAY		1,302.18		

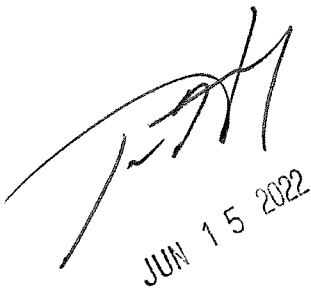
	Total Paid On: 6/06/22		76,383.79		
	01 GENERAL		2,411.54		
	02 WATER UTILITY		355.93		

CLAIMS REPORT
Vendor Checks: 5/26/2022- 6/14/2022

Section VII, Item A.

Payroll Checks: 5/26/2022- 6/14/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	Total Paid On: 6/08/22		2,767.47		
	Total Payroll Paid		79,151.26		
	Report Total		689,649.99		


JUN 15 2022



CITY OF BEL AIRE

*-Revised-***APPLICATION FOR RETAIL SALES OF FIREWORKS**Date of Application: 06/15/2022Square footage of Structure: 2,400 sq ft

Dates of Operation: June 27 through July 4 of the same year as date of application

Fireworks may be sold from **8:00 a.m. – 10:00 p.m. only**

Permit fees are \$2,500 for structures of 2,500 square feet & under. Structures in excess of 2,500 square feet shall be \$1.00 per square foot.

OFFICE USE ONLY**APPLICATION REVIEWED AND:**

APPROVED _____ DENIED _____

Permit Fee: \$2,500.00 Receipt # 615904County Application ✓

Permit # _____

Acceptance/Denial Letter Date: _____

All Applications must be accompanied with:

- 1) permit fee - paid
- 2) a copy of Sedgwick Co. Fire Dept. tent application (if applicable) - provided 6/15/2022
- 3) Site diagram (including all signage) - provided 6/15/2022
- 4) Insurance certificate(s) including: - provided 6/15/2022
 - **General comprehensive liability insurance**, minimum coverage of \$500,000 per occurrence, with the City of Bel Aire, Kansas, named as an additional insured; AND
 - **Product liability insurance**, minimum coverage of \$500,000 per occurrence for products sold and/or stored within the city by the vendor

LOCATION REQUESTED: NW Corner of E 45th St. N & N Woodlawn Blvd

APPLICANT NAME: Bel Aire Lions Club

ORGANIZATION/BUSINESS Bellino Fireworks Kansas, Inc.

ADDRESS: 501 Olson Dr. Ste. 210 Papillion, Ne 68046

NAME & PHONE NUMBER OF RESPONSIBLE PARTY Leland Burns [REDACTED]

KS STATE SALES TAX # 004-834670866F-01

EMAIL ADDRESS kaela@bellinoenterprises.com

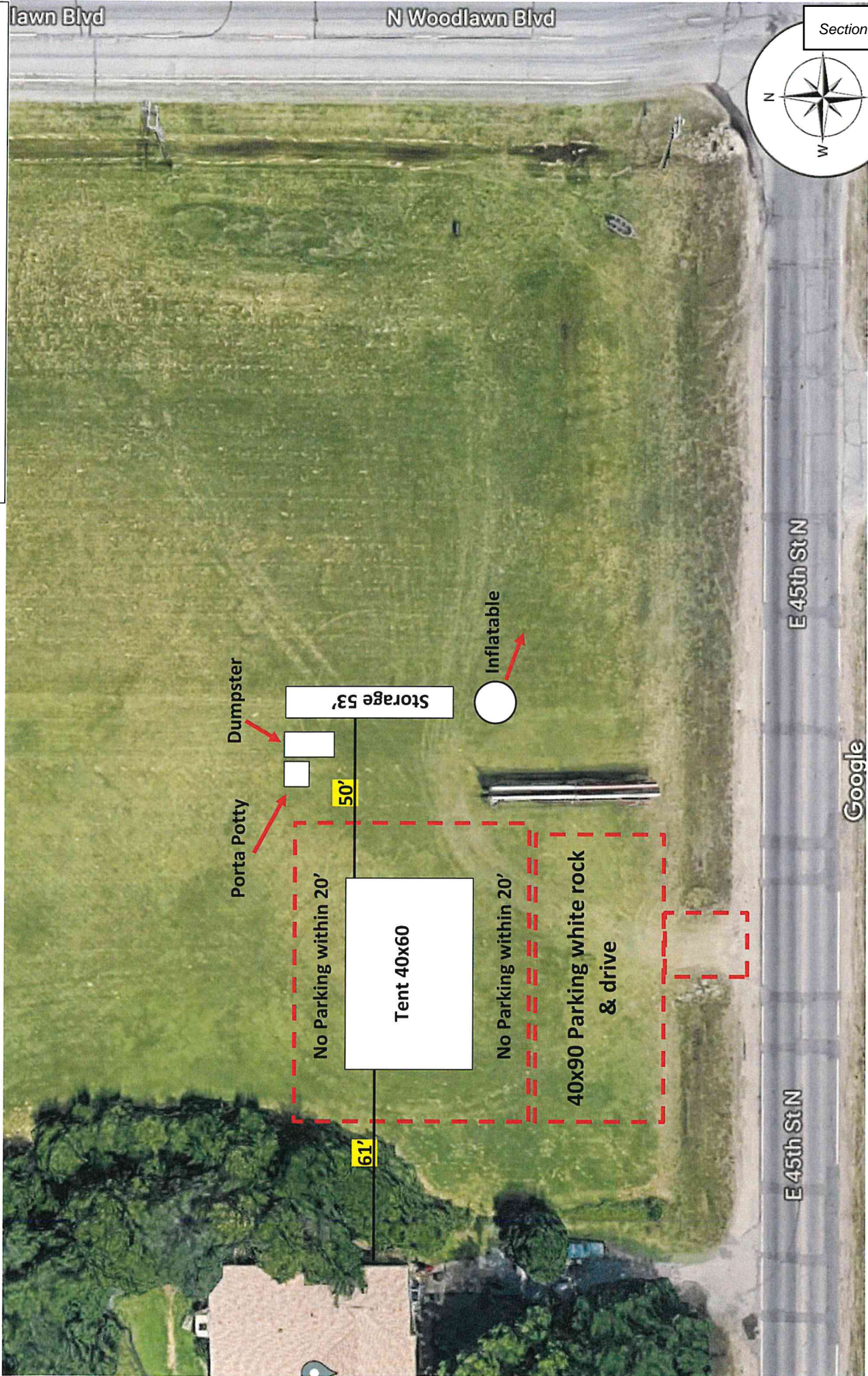
Kaela Riepl
SIGNATURE OF RESPONSIBLE PARTY

06/15/2022
DATE

APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____, 20____.

CITY CLERK

CODE ENFORCEMENT OFFICER





CITY OF BEL AIRE



APPLICATION FOR RETAIL SALES OF FIREWORKS

Date of Application: 02/15/2022Square footage of Structure: 2,400 sq ft

Dates of Operation: June 27 through July 4 of the same year as date of application

Fireworks may be sold from **8:00 a.m. – 10:00 p.m. only**

Permit fees are \$2,500 for structures of 2,500 square feet & under. Structures in excess of 2,500 square feet shall be \$1.00 per square foot.

OFFICE USE ONLY

APPLICATION REVIEWED AND:

APPROVED ☒ DENIED ☐Permit Fee: \$2,500 Receipt # 625904County Application ☒Permit # F-22-04Acceptance/Denial Letter Date: 3/6/22

All Applications must be accompanied with:

- ✓1) permit fee
- ✓2) a copy of Sedgwick Co. Fire Dept. tent application (if applicable)
- ✓3) Site diagram (including all signage)
- ✓4) Insurance certificate(s) including:
 - General comprehensive liability insurance, minimum coverage of \$500,000 per occurrence, with the City of Bel Aire, Kansas, named as an additional insured; AND
 - Product liability insurance, minimum coverage of \$500,000 per occurrence for products sold and/or stored within the city by the vendor

LOCATION REQUESTED: 4552 N Woodlawn BlvdAPPLICANT NAME: Bel Aire Lions ClubORGANIZATION/BUSINESS Bellino Fireworks Kansas, Inc.ADDRESS: 501 Olson Dr. Ste. 210 Papillion, Ne 68046NAME & PHONE NUMBER OF RESPONSIBLE PARTY Leland Burns [REDACTED]KS STATE SALES TAX # 004-834670866F-01EMAIL ADDRESS kaela@bellinoenterprises.com

SIGNATURE OF RESPONSIBLE PARTY

02/15/2022

DATE

APPROVED BY THE CITY COUNCIL ON THIS 1st DAY OF March, 2022

Maahom Kehted
CITY CLERK

[Signature]
CODE ENFORCEMENT OFFICER

City of Bel Aire, Kansas

STAFF REPORT

DATE: June 20, 2022

TO: Governing Body

FROM: City Attorney

RE: Bellino Fireworks



Background:

This is the Lion Club fireworks tent. The distributor they use was approved for a permit to place their fireworks tent south of the Dollar General. They have been there for several years. As Woodlawn construction proceeded it became clear that access and space on the lot was not feasible for this location. Distributor requested the city provide alternate locations, this location worked for the owner and the City. The distributor contacted the City with final site plan and requested approval last week or late the week before. At that point the plan was coordinated with City staff and now comes before Council for consideration.

Discussion:

Having reviewed the idea of moving things around, staff supports the proposed set up of the fireworks tent and accessory structures as presented. Staff looked at traffic, ground base, and code resources for dealing with light, noise, and other potential nuisances. Staff is comfortable recommending approval conditioned upon Sedgwick County Fire approving the site for their needs and the applicant using a gravel base for parking and posting no parking signs to address the neighbors concerns.

The location of the tent is consistent with what would have been allowed if they erected a permanent structure in the C-1 zone instead of a tent. It is reasonably within approximate setbacks and already has access in place. Staff does not recommend it be moved to the north because the fire department requests flammable structures be placed close to the road so they can easily access with their equipment in the case of a fire. Moving the tent to the east is not an option because that property is owned by a different owner and staff prefers it be further away from the intersection because of the traffic entering and exiting the site. The storage unit containing flammable materials is already on the very edge of the property line.

The fire department still has to come through and give their approvals and will add appropriate safety measures based on their assessment. Staff recommends City approval be conditioned on theirs.

The City received feedback from one neighbor, citing safety and parking concerns. This can be addressed by requiring the applicant to place a no parking sign along the Russell family's property line to address concerns regarding overflow parking.

Recommendation from staff; *Approve conditioned upon Sedgwick County Fire approving the site for their needs and the applicant using a gravel base for parking area and posting no parking notice.*



**AGREEMENT
CONCERNING THE DEVELOPMENT
OF THE PRAIRIE PRESERVE, BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between TOWANDA LAND COMPANY, 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 the Prairie Preserve, Bel Aire, Sedgwick County, Kansas (hereinafter, PRAIRIE PRESERVE); and

WHEREAS, the CITY is willing to consider platting of said PRAIRIE PRESERVE;

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

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

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

PRAIRIE PRESERVE LEGAL DESCRIPTION: The tract of land herein referred to as Prairie Preserve, Bel Aire, Sedgwick County, Kansas, a replat of part of Chapel Landing,

Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

That part of Chapel Landing, Bel Aire, Sedgwick County, Kansas, described as beginning at the northwest corner of Lot 23, Block E, in said addition; thence East along the north line of said Lot 23 and extended, 600.02 feet to the southwest corner of Reserve "R" in said addition; thence North along the west line of said Reserve "R", 216.40 feet to the northwest corner of said Reserve "R"; thence East along the north line of said Reserve "R", 148.43 feet to the northeast corner of said Reserve "R"; thence southeast perpendicular to the southeast right of way of Pinecrest St, 66.00 feet to said southeast right of way; thence southwest along said southeast right of way, 94.24 feet to the northerly most corner of Lot 25, Block F, in said addition; thence southeasterly along the northeast line of said Lot 25, 94.96 feet to the northeast corner of said Lot 25, Block F; thence South along the east line of said Lot 25, Block F and extended, 110.74 feet to the northwest corner of Lot 29, Block F, in said addition; thence East along the north line of said Lot 29, Block F and extended, 579.21 feet to the southeast corner of Lot 17, Block F, in said addition; thence North along the east line of said Lot 17, Block F, 159.65 feet to the northeast corner of said Lot 17, Block F; thence Northerly along the right of way of Pinecrest Ct., being a non-tangent curve to the left with a radius of 50.00 feet, and an arc length of 15.75 feet to the southerly most corner of Lot 16, Block F, in said addition; thence northeasterly along the southeast line of said Lot 16, Block F, 40.95 feet to the southeast corner of said Lot 16, Block F; thence North along the east line of said Lot 16, Block F, 129.46 feet to the northwest corner of Reserve "CC" in said addition; thence East along the north line of said Reserve "CC", 83.55 feet to a point of intersection on said north line; thence East 80.21 feet to the northeast corner of said Reserve "CC"; thence South along the east line of said Reserve "CC", 148.54 feet to the northwest corner of Lot 43, Block F, in said addition; thence East along the north line of said Lot 43, Block F, 137.97 feet to the northeast corner of said Lot 43, Block F; thence southeasterly 60.80 feet to the northwest corner of Lot 62, Block F, in said addition; thence East along the north line of said Lot 62, Block F, 143.95 feet to the northeast corner of said Lot 62, Block F; thence North along the west line of Lot 64, Block F, 8.47 feet to the northwest corner of said Lot 64, Block F; thence northeasterly along the northwest line of said Lot 64, Block F and extended, 147.23 feet to the westerly most corner of a tract described in Statutory Warranty Deed recorded at Doc.#Flm-Pg: 30092514 with the Register of Deeds in Sedgwick County, Kansas; thence southeast along the southwest line of said Statutory Warranty Deed with a deflection to the Right of 60°25'54" for a distance of 82.10 feet; thence southeast along the southwest line of said Statutory Warranty Deed with a deflection to the Left of 05°11'10" for a distance of 165.90 feet; thence southeast along the southwest line of said Statutory Warranty Deed with a deflection to the Right of 45°52'19" for a distance of 132.02 feet to the southerly most corner of said Statutory Warranty Deed, also being the south line of Lot 61, Block C, in said addition; thence southwesterly along the south line of said Lot 61, Block C and extended, 9.57 feet to a point of intersection on the south line of Lot 62, Block C, in said addition; thence southwesterly along the south line of said Lot 62, Block C and extended, 451.56 feet to a point of intersection on the south line of Lot 68, Block C, in said addition; thence southwesterly along the south line of said Lot 68, Block C and extended, 477.56 feet to the southwest corner of Lot 72, Block C, in said addition; thence South along the east line of

Lot 73, Block C, in said addition, 1.68 feet to the southeast corner of said Lot 73, Block C; thence southwesterly along the south line of said Lot 73, Block C and extended, 1134.58 feet to the southerly most southeast corner of Lot 93, Block C, in said addition; thence West along the south line of said Lot 93, Block C and extended, 688.28 feet to the southwest corner of Lot 101, Block C, in said addition; thence North along the west line of said Lot 101, Block C and extended, 1267.95 feet to the place of beginning.

PERMITTED USE: All lots are zoned R-1, and construction upon such lots shall be limited to single-family units.

BUILDING SETBACKS: The minimum building setbacks for residential lots shall be:

Front building setback – fifty (50) feet
 Street side building setback – fifty (50) feet
 Side yard building setback – 20% of lot width for primary structure and ten (10) feet for any secondary structures
 Rear building setback – thirty five (35) feet

CONSTRUCTION PERIOD REQUIREMENTS. In addition to other requirements set forth within this agreement regarding property maintenance, the following requirements shall be met specifically during the period of time during which construction of PRAIRIE PRESERVE 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 devises established by the CITY and the master drainage / grading plan until such time the devises are no longer needed due to the adequate establishment of ground cover. All lots covered by this agreement shall be kept clean, shall not pond water, shall be mowed to a height not exceeding eight (8) inches, and shall comply with all applicable laws and regulations pertaining to erosion control.

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

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

Vehicle access to the tract of land herein referred to as the PRAIRIE PRESERVE shall be limited to one entry point along Oliver Street as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in PRAIRIE PRESERVE shall be limited to vehicles under 20 tons, with the exception of construction vehicles and equipment during active construction phase of the project. 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 motorist and neighbors.

DETENTION PONDS. Any on-site detention ponds will be designed to control two, twenty-five year storm events and one, hundred year storm event. Additionally, the ponds will act as temporary sedimentation basins during construction but are limited to the amount of sediment allowed 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 homeowner’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 these provisions as a nuisance abatement action, and charge all costs back to the DEVELOPER as set forth in K.S.A. 12-1617e.

DRAINAGE. Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of PRAIRIE PRESERVE 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, by providing grass and installing landscape to ensure the reduced yard requirements have no consequence to the drainage of the property.

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

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

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

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

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

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

HOMEOWNERS’ ASSOCIATION. DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, drainage systems, detention ponds and construction areas associated with PRAIRIE PRESERVE.

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

Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. The DEVELOPER shall contract with an approved Engineering Firm to perform the engineering design, and inspection of water mains, sanitary sewer collection system, storm water systems and paving necessary for the platting and development of the tract of land herein referred to as the PRAIRIE PRESERVE, Bel Aire, Sedgwick County, Kansas which said improvements, with the exception of the sanitary sewer system, shall be dedicated to and owned and maintained by the CITY. The DEVELOPER shall contract with an approved Contractor for the construction and installation of water mains, sanitary sewer collection

system, storm sewer and paving required for the development. The sanitary sewer collection systems shall be owned and maintained by the HOA up to the point of connection to the City’s collection system at a location agreed upon by the DEVELOPER and CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. The DEVELOPER shall pay 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 PRAIRIE PRESERVE 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 PRAIRIE PRESERVE. Said improvements include, but are not limited to streets, street signs, storm water system, water distribution system, sanitary sewer collection system, corner pins, driveways and utilities. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction. The DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government.

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

LANDSCAPING & SCREENING: The “Landscape Plan” submitted for PRAIRIE PRESERVE shall govern. The “Landscaping Plan” shows contours, utilities, size and spread at planting, any type of ground cover, shrubs, and shall coordinate with the Drainage Plan and Site Plan for the project.

Planting of interior trees by homeowners and/or Developers 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. Within all detailed landscape plans, ground mounted mechanical equipment and trash receptacles shall be screened from ground level view. Plantings shall take place within 6 months of the certificate of occupancy being granted.

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 luminaries to minimize light trespass and glare. Wood poles will not be

allowed.

MAINTENANCE: DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, Oliver Street right-of-way, and construction outside boundaries of PRAIRIE PRESERVE.

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

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

ROADWAYS, PARKING, DRIVES, and ACCESS: The DEVELOPER shall cause to be installed, according to the design standards of the CITY, minimum twenty-four (24) foot edge to edge asphalt mat paved street in PRAIRIE PRESERVE, utilizing a 12" concrete stabilized base with 3" AC asphalt surface placed in two separate lifts. This design is outlined in a letter dated April 7, 2022 from Mr. Brit D. Clubb, P.E. to Mr. Chris Snook, Bob Bergkamp Construction Co., Inc. The DEVELOPER agrees to maintain the street for a period of five (5) years following construction – maintenance shall include the filling and sealing of any cracks or other deformities that arise throughout the five-year maintenance period.

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

Vehicle access to the tract of land herein referred to as the PRAIRIE PRESERVE shall be limited to one entry point along Oliver Street as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in PRAIRIE PRESERVE shall be limited to vehicles under 20 tons.

SANITARY SEWER: The DEVELOPER hire a licensed engineer in the State of Kansas to preform the engineering design and inspection of the sanitary sewer system and shall hire a qualified contractor to install said system. The sanitary sewer system will be tied into the existing sanitary sewer system of the City of Bel Aire, Kansas at a point determined in conjunction with the City Engineer. Said sewer system shall be dedicated to and owned and maintained by the DEVELOPER/HOA. 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 and dedicated by separate instrument prior to the start of the sewer system construction.

All low-pressure trunk lines shall have a locate wire installed with the force main. The DEVELOPER/HOA shall contract with a private locate company and be solely responsible for locating the sewer lines per the Kansas 811 one-call system. The City will bear no responsibility for locating these lines, nor will the City bear any responsibility for damages done to any non-located private sewer line. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances.

SIDEWALKS: No sidewalks will be installed in this development.

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

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

WATER: The DEVELOPER shall engage an Engineering Firm to perform the engineering design and inspection of transmission water lines minimum (8) inches in diameter, to the municipal water supply system of the City of Bel Aire, Kansas. The DEVELOPER will be responsible for selecting a reputable construction firm to install said water system. Said water transmission lines shall be dedicated to and owned and maintained by the CITY. Lines shall be designed to loop, if feasible (as determined by the City Engineer). Said water transmission lines shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted to the CITY by the DEVELOPER or acquired prior to the construction project and dedicated by separate instrument. All Water User Fees and Hook Up Fees are subject to City Ordinances.

BONDING CAPACITY. Not required of the DEVELOPER, as this is a private pay and no funding will be required of the City.

MISCELLANEOUS:

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

MODIFICATION OF PLAT THROUGH REPLATTING PROCESS. While it is intended by the parties that the development will proceed in compliance with this Agreement and the plat of

PRAIRIE PRESERVE nothing herein shall be construed to prohibit modifications to the PRAIRIE PRESERVE development as a result of the formal replatting process.

RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER: Notwithstanding anything to the contrary contained herein, the DEVELOPER shall be responsible for the funding and construction of streets, sewer, and water facilities for PRAIRIE PRESERVE or other projects or additions, including excavation, storm sewers and detention ponds.

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

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

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

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

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

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

THIS AGREEMENT is hereby executed on this _____ day of _____, 2022.

Towanda Land Company, LLC, a
Kansas limited liability company

CHRIS SNOOK, MANAGING MEMBER
THE PRAIRIE PRESERVE,
Bel Aire, Sedgwick County, Kansas

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

MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

COUNTY OF SEDGWICK
STATE OF KANSAS

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2022, before me, a Notary Public, came Chris Snook, Managing Member, on behalf of Towanda Land Company, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement as the Developer of PRAIRIE PRESERVE, Bel Aire, Sedgwick County, Kansas.

NOTARY PUBLIC

My Appointment Expires:_____

COUNTY OF _____
STATE OF _____

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2022, 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 foregoing Agreement Concerning the Development of PRAIRIE PRESERVE, 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.

NOTARY PUBLIC

My Appointment Expires:_____

**AGREEMENT
CONCERNING THE DEVELOPMENT
OF SKYVIEW AT BLOCK 49 3RD ADDITION,
BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between Block 49, 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 SKYVIEW AT BLOCK 49 3RD ADDITION, Bel Aire, Sedgwick County, Kansas (hereinafter, SKYVIEW AT BLOCK 49 3RD); and

WHEREAS, the CITY is willing to plat said SKYVIEW AT BLOCK 49 3RD 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 SKYVIEW AT BLOCK 49 3RD.

Specifically, this agreement is to assure that necessary improvements are in place to support development of SKYVIEW AT BLOCK 49 3RD. 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 SKYVIEW AT BLOCK 49 3RD 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.

SKYVIEW AT BLOCK 49 3RD LEGAL DESCRIPTION: The tract of land herein referred to as SKYVIEW AT BLOCK 49 3RD ADDITION, Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

The East 1,235.00 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th/ P.M., Sedgwick County, Kansas, EXCEPT the North 882.00 feet thereof.

PERMITTED USE: The lot will be zoned to C-2/PUD and remain controlled by a for-profit development, as a single controlling entity or owner for the approved development as presented, and construction upon such lot shall adhere to the following conditions:

1. Enclosed and outside storage, living quarters for storage facility as shown on the approved site plan.
2. Accessory structures to contain trash or mowing equipment as approved.
3. Any other use permitted in the C-2 district.

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 SKYVIEW AT BLOCK 49 3RD 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 eight (8) inches, and shall comply with all applicable laws and regulations pertaining to erosion control.

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

Construction traffic shall enter from WEBB ROAD. DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorists and neighbors.

DETENTION POND. The pond will act as temporary sedimentation basins during construction but is limited to the amount of sediment allowed and DEVELOPER responsible for any dredging required. The drainage pond shall be designed to provide detention for the increased impervious surface area beyond what was originally planned for in the Tierra Verde drainage plan.

DRAINAGE. Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of SKYVIEW AT BLOCK 49 3RD 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 phase.

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

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.

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 shall be as shown on the submitted landscape plan. If any fencing or screening is installed by the DEVELOPER during Development, all future maintenance and upkeep shall be performed by the lot owner.

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.

INFRASTRUCTURE PETITION AND INSTALLATION: The development of SKYVIEW AT BLOCK 49 3RD is being accomplished by virtue of a multi-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. Petitions will only be provided for improvements to be installed using special assessment financing.

Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. The DEVELOPER shall pay for the engineering design, construction and inspection of water mains, sanitary sewer mains, storm water systems and paving necessary for the platting and development of the tract of land herein referred to as the SKYVIEW AT BLOCK 49 3RD, Bel Aire, Sedgwick County, Kansas unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas. Storm sewer that conveys drainage from adjoining properties and the water mains for water service and fire protection shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. All other improvements will be owned and maintained by the DEVELOPER.

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.

LANDSCAPING & SCREENING: The DEVELOPER has submitted to the CITY, a "Landscape Plan" that is representative of the landscaping to be provided as each phase of SKYVIEW AT BLOCK 49 3RD is developed. The "Landscaping Plan" shows 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.

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

LIGHTING: Outdoor lighting sources shall employ cutoff luminaires to minimize light trespass and glare onto adjoining properties, and shall be mounted at a height not exceeding 20 feet.

MAINTENANCE: DEVELOPER will be required to provide continuous maintenance for Reserve "A", and all identified common areas, ponds, irrigation systems within said reserve in SKYVIEW AT BLOCK 49 3RD. Improvements within Reserve "A" shall be installed and owned by the DEVELOPER.

PERMITS. No construction shall commence on any portion of the tract of land herein referred to as SKYVIEW AT BLOCK 49 3RD without the DEVELOPER having first obtained the proper building and zoning permits from the CITY.

ROADWAYS, PARKING, DRIVES, and ACCESS:

All driveways shall be constructed in compliance with CITY ordinance.

SANITARY SEWER: The subject property is currently served by an existing sewer main that is owned and maintained by the CITY. No additional sewer mains are proposed to serve this property. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances. In the event that additional sanitary sewer mains are deemed necessary, the DEVELOPER shall petition the CITY to perform the engineering design review, construction and inspection of collection lines to transport sewage and discharge into existing downstream sanitary sewer mains. 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.

SIGNAGE. Along 49th Street North a six-foot wide monument type sign, not exceeding 6 feet in height shall be permitted. Along Webb Road a 2-sided pole sign will be permitted which shall not exceed 30 feet in height and have a maximum of 50 square feet per side. 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 an alternative plan 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.

WATER: The DEVELOPER shall petition the CITY to perform the engineering design, construction and inspection of transmission water lines 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 if possible. 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. 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.

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.

MISCELLANEOUS:

The DEVELOPER must make mail delivery provisions for the living quarters with the U.S. Postal Services.

Any land dedicated to or owned by a municipal authority shall be exempt from any and all assessments including those assessed by Homeowners Association Covenants. Land within this plat owned by such a municipal organization, exempt from taxation by the laws of the State of Kansas, shall not be subject to any non-taxing authority assessments throughout the duration of such ownership.

MODIFICATION OF PLAT THROUGH REPLATTING PROCESS. While it is intended by the parties that the development will precede in compliance with this Agreement and the existing plat of SKYVIEW AT BLOCK 49 3RD nothing herein shall be construed to prohibit modifications to the SKYVIEW AT BLOCK 49 3RD development as a result of the formal replatting process.

RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER: Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of streets, sewer, and water facilities for SKYVIEW AT BLOCK 49 3RD 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 square footage basis, but not for three (3) years following the completion of construction, or until the year 2025.

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.

The DEVELOPER agrees to provide the CITY with a copy of the Restrictive Covenants once adopted.

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in SKYVIEW AT BLOCK 49 3RD or any individual or entity who later becomes a DEVELOPER by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of this Development Agreement, and shall be liable for the payment of other costs and expenses payable by DEVELOPER hereunder which are incurred for improvements or facilities located on the lots or which are used or are available for the benefit of the lot or lots owned by the DEVELOPER.

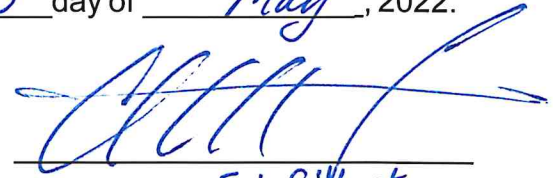
Likewise, each DEVELOPER shall be responsible for the performance or compliance with other obligations or requirements contained herein which may be performed on the lot or lots owned by the DEVELOPER or which the DEVELOPER otherwise has the legal power and authority to perform. In the event any improvements or facilities are constructed on the 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.

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

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

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

THIS AGREEMENT is hereby executed on this the 13th day of May, 2022.



DEVELOPER, Eric Gilbert
Skyview at Block 49, LLC,
a Kansas limited liability company



Andrew Reese, Managing Member
Skyview at Block 49, Bel Aire,
Sedgwick County, Kansas

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

MAYOR, JIM BENAGE

SEAL

ATTEST:

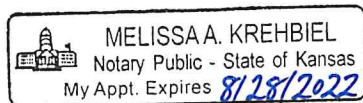
CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

STATE OF Kansas
 COUNTY OF Sedgwick

BE IT KNOWN BY ALL PERSONS that on this 13th day of May, 2022, before me, a Notary Public, came Eric Gilbert and Andrew Reese, who ^{are} ~~is~~ known to me and who personally acknowledged execution of the foregoing Agreement as the Developer of Skyview at Block 49 3rd Addition, Bel Aire, Sedgwick County, Kansas.

[Notary Stamp]



Melissa A. Krehbiel
 NOTARY PUBLIC

My Appointment Expires: 8/28/2022

STATE OF KANSAS
 COUNTY OF SEDGWICK

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2022, before me, a Notary Public, came Mr. 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 Skyview at Block 49 3rd Addition, 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.

[Notary Stamp]

 NOTARY PUBLIC

My Appointment Expires: _____

-

**AGREEMENT
CONCERNING THE DEVELOPMENT
OF CHAPEL LANDING 5TH ADDITION, AN ADDITION
TO BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between WOODLAWN 53, LLC., a Kansas Company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the DEVELOPER desires platting by the CITY of a tract of land more fully described below and herein referred to as CHAPEL LANDING 5TH, Bel Aire, Sedgwick County, Kansas (hereinafter, CHAPEL LANDING 5TH); and

WHEREAS, the CITY is willing to consider platting of said CHAPEL LANDING 5TH;

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

PURPOSE: This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, approval of this Agreement is a condition precedent to final consideration by the CITY of the DEVELOPER'S request for approval of the final plat on a tract of land more fully described below and herein referred to as CHAPEL LANDING 5TH.

Specifically, this agreement is to assure that necessary improvements are in place to support development of CHAPEL LANDING 5TH. Therefore, the DEVELOPERS 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 CHAPEL LANDING 5TH shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development, and may result in suspension or termination of such building permit. It is understood by the parties that the final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted by the DEVELOPER and approved by the CITY in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

CHAPEL LANDING 5TH LEGAL DESCRIPTION: The tract of land herein referred to as CHAPEL LANDING 5TH, Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

A replat of Lots 6 - 57, Block C; Lots 26 – 40, Block J; Lots 1 – 6, Block K; Lots 1 – 40, Block L; AND Reserves AA, J, I T and K, Chapel Landing, Bel Aire, Sedgwick County, Kansas.

PERMITTED USE: All lots are zoned R-4. Single-family units are intended for this development, but two-family units are allowed with no future notification or review process required.

BUILDING SETBACKS: The minimum building setbacks for residential lots shall be:

Front building setback – twenty five (25) feet
 Street side building setback – fifteen (15) feet
 Side yard building setback – Six (6) feet for primary structure
 Rear building setback – twenty (20) feet

CONSTRUCTION PERIOD REQUIREMENTS. In addition to other requirements set forth within this agreement regarding property maintenance, the following requirements shall be met specifically during the period of time during which construction of CHAPEL LANDING 5TH is being developed:

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

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

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

Vehicle access to the tract of land herein referred to as the CHAPEL LANDING 5TH shall be limited to the existing street connections at Forbes Street, Highland Street and Farmstead Street as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in CHAPEL LANDING 5TH shall be limited to vehicles under 20 tons. Construction traffic shall enter from Central Park Avenue.

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 motorist and neighbors.

DETENTION PONDS. Any on-site detention ponds will be designed to control two, twenty-five year storm events and one, hundred year storm event. Additionally, the ponds will act as temporary sedimentation basins during construction but are limited to the amount of sediment allowed 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, and charge all costs back to the DEVELOPER as set forth in K.S.A. 12-1617e.

DRAINAGE. Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of CHAPEL LANDING 5TH 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, by providing grass and installing landscape to ensure the reduced yard requirements have no consequence to the drainage of the property.

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

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

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

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

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

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

HOMEOWNERS' ASSOCIATION. DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, drainage systems, detention ponds and construction areas associated with CHAPEL LANDING 5TH. Any land dedicated to or owned by a municipal authority shall be exempt from any and all assessments including those assessed by Homeowners Association Covenants. Land within this plat owned by such a municipal organization exempt from taxation by the laws of the State of Kansas, shall not be subject to any non-taxing authority assessments throughout the duration of such ownership.

INFRASTRUCTURE PETITION AND INSTALLATION: The development of CHAPEL LANDING 5TH is being accomplished by virtue of a single phase process. Representatives of the parties shall formally meet and review the existing and proposed phases of development as well as the requirements of this agreement, prior to the submission of petitions for infrastructure improvements for each phase of development.

Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. The CITY shall

perform the engineering design, construction and inspection of water mains, sanitary sewer mains, storm water systems and paving necessary for the platting and development of the tract of land herein referred to as the CHAPEL LANDING 5TH, Bel Aire, Sedgwick County, Kansas which said improvements shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. The DEVELOPER shall reimburse the CITY for the actual costs of the engineering design, construction and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the CHAPEL LANDING 5TH 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 CHAPEL LANDING 5TH. Said improvements include, but are not limited to streets, curb, gutter, street signs, storm water system, sidewalks, water distribution system, sanitary sewer lines, corner pins, driveways and utilities. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction. The DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government.

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

LANDSCAPING & SCREENING: The “Landscape Plan” that was previously submitted for CHAPEL LANDING 2ND shall govern for CHAPEL LANDING 5TH. The “Landscaping Plan” shows 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. Within all detailed landscape plans, ground mounted mechanical equipment and trash receptacles shall be screened from ground level view. Plantings shall take place within 6 months of the certificate of occupancy being granted.

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 luminaries to minimize light trespass and glare. Wood poles will not be allowed.

MAINTENANCE: DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, Central Park Avenue right-of-way and construction outside boundaries of CHAPEL LANDING 5TH.

PERMITS. No construction shall commence on any portion of the tract of land herein referred to as CHAPEL LANDING 5TH without the DEVELOPER having first obtained the proper building and zoning permits from the CITY.

The development of CHAPEL LANDING 5TH shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development. The final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted and approved in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

ROADWAYS, PARKING, DRIVES, and ACCESS: The DEVELOPER shall cause to be installed, according to the design standards of the CITY, minimum twenty nine (29) foot back to back paved street with curb and gutter on all streets in CHAPEL LANDING 5TH.

All driveways shall be per CITY ordinance.

Vehicle access to the tract of land herein referred to as the CHAPEL LANDING 5TH shall be limited to the existing street connections at Forbes Street, Highland Street and Farmstead Street as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in CHAPEL LANDING 5TH shall be limited to vehicles under 20 tons.

SANITARY SEWER: The DEVELOPER shall petition the CITY to perform the engineering design review, construction and inspection of collection lines, not less than (8) inches in diameter, to transport sewage and discharge in the existing main. 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. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances.

SIDEWALKS: Sidewalks shall be installed on one side of all non-cul-de-sac streets. 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 (6" thick). Sidewalks shall be installed per the sidewalk plan approved by the CITY with curb ramps for road crossings. Sidewalks shall be installed when the streets are installed.

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

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

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

BONDING CAPACITY. Assurances are to be provided whenever the CITY has been furnished a financial guarantee (irrevocable letter of credit, corporate completion bond, cashier's check, escrow account or cash) on 35% of the estimated principal cost of the project (engineering design, construction, inspections, temp note interest and administration). The Letter of Credit (LOC) or bond will be in the form approved by the CITY and name the City of Bel Aire as beneficiary. The assurances will serve to protect the general taxpayers of Bel Aire from subsidizing the special assessment debt. The assurance shall be filed prior to any debt being issued by the CITY for any of the expenses mentioned above and be in the equal to 35% of these same costs. It is understood that this letter of credit shall be automatically renewed for additional 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 percent of the properties covered by the LOC, the CITY will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released the CITY shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments.

MISCELLANEOUS:

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

MODIFICATION OF PLAT THROUGH REPLATTING PROCESS. While it is intended by the parties that the development will proceed in compliance with this Agreement and the existing plat of CHAPEL LANDING 5TH nothing herein shall be construed to prohibit modifications to the CHAPEL LANDING 5TH development as a result of the formal replatting process.

RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER: Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of streets, sewer, and water facilities for CHAPEL LANDING 5TH 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 square footage basis, but not for three (3) years, or until the year 2025.

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

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in CHAPEL LANDING 5TH or any individual or entity who later becomes a DEVELOPER by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of this Development Agreement, and shall be liable for the payment of other costs and expenses payable by DEVELOPER hereunder which are incurred for improvements or facilities located on the lots or which are used or are available for the benefit of the lot or lots owned by the DEVELOPER.

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

Finally, in the event improvements or facilities are constructed and maintained to serve lots owned by more than one DEVELOPER or for the use of all DEVELOPERS, the costs and expenses for such construction and maintenance shall be paid by all DEVELOPERS whose

lots are served by such improvements and facilities which costs and expenses shall be allocated to those DEVELOPERS whose lots are being served in the proportion that the number of square feet in the lots being served and respectively owned by them bears to the total square feet of all lots being served.

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

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

THIS AGREEMENT is hereby executed on this _____ day of _____, 2022.

RANDEL M. HARDER, PRESIDENT
CHAPEL LANDING 5TH ADDITION,
Bel Aire, Sedgwick County, Kansas

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

MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2022, before me, a Notary Public, came Randel M. Harder, who is known to me and who personally acknowledged execution of the forging Agreement as the Developer of CHAPEL LANDING 5TH, Bel Aire, Sedgwick County, Kansas.

NOTARY PUBLIC

My Appointment Expires:_____

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2022, 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 CHAPEL LANDING 5TH, 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.

NOTARY PUBLIC

My Appointment Expires:_____

City of Bel Aire, Kansas



STAFF REPORT

DATE: June 6, 2022
TO: Ty Lasher, City Manager
FROM: Anne Stephens, City Engineer
RE: Chapel Landing, Phase 2 Engineering Services

Proposal Focus:

Our Mission

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

Our Values

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

Current Situation:

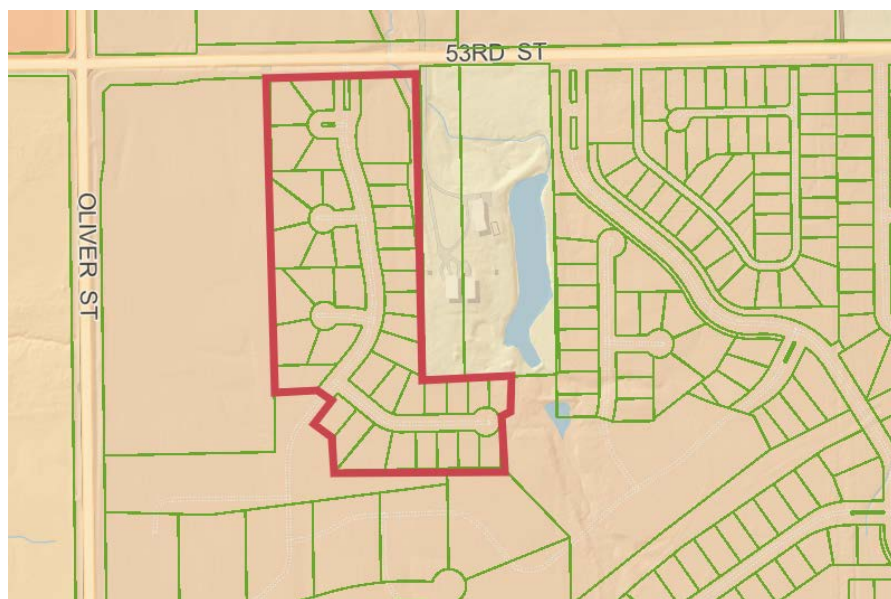
The Developer is ready to initiate the engineering design on the second phase of Chapel Landing.

Goals:

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

Discussion:

The Developer has asked Baughman to prepare an agreement for Engineering Design and Construction services for the design and construction observation services for their development.



Financials:

The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots.

Recommendation:

Staff recommends that the City Council accept the Agreement for Professional Services from Garver in the amount of \$233,000.

**CONTRACT AGREEMENT FOR
ENGINEERING SERVICES
BETWEEN
CITY OF BEL AIRE, KANSAS
AND
BAUGHMAN COMPANY, P. A.**

THIS IS AN AGREEMENT made as of _____ between The City of Bel Aire (OWNER) and Baughman Company, P.A. (ENGINEER). OWNER intends to retain the ENGINEER to provide PROFESSIONAL ENGINEERING SERVICES as required for the ENGINEERING DESIGN, BID SOLICITATION, and CONSTRUCTION STAKING, INSPECTION & ADMINISTRATION for the WATER DISTRIBUTION SYSTEM, SANITARY SEWER IMPROVEMENTS, PAVING IMPROVEMENTS, and STORM WATER DRAIN IMPROVEMENTS to serve Lots 1 through 16, Block E, and Lots 1 through 24, Block F, Chapel Landing Addition, Phase 2, Bel Aire, Sedgwick County, Kansas.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of performance of professional engineering services by ENGINEER and payment for those services by OWNER set forth below.

1. ENGINEER shall provide for OWNER professional engineering services in all design phases of the Project to which this agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, including providing professional engineering construction documents, specifications, consultation, and furnishing customary civil engineering services, including bid solicitation, construction inspection and administration in assistance with the City of Bel Aire.
2. After written authorization to proceed, the ENGINEER shall:
 - A. Consult with OWNER to clarify and define OWNER's requirements for the project and review available data.
 - B. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
 - C. Prepare schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved including applicable requirements of governmental authorities having jurisdiction as aforesaid and the alternative solutions available to OWNER.
3. After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:
 - A. Prepare Preliminary Design documents prepared on standard 1/2 scale or PDF consisting of design criteria, preliminary drawings, and written descriptions of the Project in accordance with city specifications.

- B. Furnish copies of the Preliminary Design documents and present and review them with OWNER within 60 days after the notice to proceed is received by the ENGINEER.
- 4. After written authorization to proceed with the Final Design Phase, ENGINEER shall:
 - A. On the basis of the accepted Preliminary Design documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by the contractor(s) (hereinafter called "Drawings") Furnish the above documents of the Final Design on 23" x 36" paper or PDF and present and review them in person with OWNER within 30 days after the written authorization to proceed with final plans is received.
 - B. Provide any type of field surveys for design purposes as necessary for the Project.
 - C. Prepare to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
- 5. To procure and maintain such insurance as will protect CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Contract and for which CONSULTANT is legally liable. Such policy of insurance shall be in an amount not less than \$1,000,000.00 subject to a deductible of not more than \$100,000.00. In addition, a workers' compensation and employer's liability policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the workers' compensation law. The liability limit shall be not less than the statutory amount for workers' compensation and not less than \$500,000.00 for each occurrence for the employer's liability coverage. Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT's employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Contract. The CITY shall be listed as an additional insured. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory certificates of insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this Contract. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written

notice by the insurance company before such policy is substantially changed or cancelled.

6. ENGINEER shall prepare all supporting construction plans and shall assist the OWNER where necessary in the solicitation phase.
7. ENGINEER shall provide construction inspection and administrative services for the Project in a form which is acceptable to the OWNER and is a timely and reasonable manner as necessary to facilitate the contractor's construction operations including Final As-Built & Certification to the City for their permanent files.
8. ENGINEER shall also obtain all necessary Local, State, Federal or C.O.E. Permit including prepare and submit all required applications to proceed with the timely process of plan approval.
9. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:
 - A. Designate a person to act as OWNER'S Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.
 - B. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expand-ability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings Specifications.
 - C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
 - D. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
 - E. Assist to furnish approval and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from other may be necessary for completion of The Project.
 - F. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affect the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any contractor.
10. The provisions of and the various rates of compensation for ENGINEER's services in this Agreement have been agreed to in anticipation of the orderly

and continuous progress of the Project from the design phase through completion of the construction administration and inspection phase.

11. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of the performance of the ENGINEER's services shall be adjusted equitably.
12. OWNER shall pay ENGINEER for Basic Engineering Services rendered under paragraph 1 on the basis of the following fees:

<u>Water Distribution System</u>	<u>FEE</u>
Engineering Design (Lump Sum)	\$ 21,800
Bid Solicitation (Lump Sum)	\$ 1,200
Construction Admin./Inspection (NTE)	\$ 17,800
TOTAL =	\$ 40,800
 <u>Sanitary Sewer Improvements</u>	 <u>FEE</u>
Engineering Design (Lump Sum)	\$ 33,800
Bid Solicitation (Lump Sum)	\$ 1,200
Construction Admin./Inspection (NTE)	\$ 24,500
TOTAL =	\$ 59,500
 <u>Paving Improvements</u>	 <u>FEE</u>
Engineering Design (Lump Sum)	\$ 36,000
Bid Solicitation (Lump Sum)	\$ 1,200
Construction Admin./Inspection (NTE)	\$ 31,500
TOTAL =	\$ 68,700
 <u>Storm Water Drain Improvements</u>	 <u>FEE</u>
Engineering Design (Lump Sum)	\$ 34,800
Bid Solicitation (Lump Sum)	\$ 1,200
Construction Admin./Inspection (NTE)	\$ 28,000
TOTAL =	\$ 64,000
 TOTAL ALL PROJECTS	 \$ 233,000

13. In the event of termination by OWNER upon the completion of any phase, payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase, ENGINEER will be paid for services rendered based upon the percentage of completion of that phase and the amount established herein as compensation of that phase.
14. The obligation to provide future services under this Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
15. This Agreement shall be governed by the law of the State of Kansas, and the parties agree and stipulate that any action regarding this agreement shall be brought in the District Court of Sedgwick County, Kansas, and no other Court.

16. OWNER and ENGINEER each is hereby bound. The partners, successors, executors, administrators, and legal representatives of ENGINEER are hereby bound to the OWNER, in respect of all covenants, agreements, and other obligations of this Agreement.
17. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent associates and consultants as ENGINEER may deem appropriate to assist in the performance of services thereunder.
18. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

THE CITY OF BEL AIRE, KANSAS

BAUGHMAN COMPANY P.A.

Jim Benage, Mayor



N. Brent Wooten, President

Address for giving notices:

7651 E. Central Park Ave.
Bel Aire, Kansas 67225

Address for giving notices:

315 Ellis
Wichita, KS 67211

ATTEST:

ATTEST:

City Clerk



Michelle L. Miller, Accountant



Appendix 1

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin and profit.

B. *Schedule of Hourly Rates:*

1. Hourly Rates for services performed on or after the Effective Date are:

Company Officer	\$ 200.00 / Hour
Project Manager / Engineer	\$ 155.00 / Hour
Design Engineer	\$ 120.00 / Hour
Design CAD Technician	\$ 85.00 / Hour
Construction Inspector	\$ 110.00 / Hour
Soil / AC Testing Technician	\$ 50.00 / Hour
Soil Testing Engineer	\$ 145.00 / Hour
Soil Lab Test	\$ 150.00 / Test
GSI Project Setup	\$ 750.00 / Each
GSI Project Management	\$ 100.00 / Each
Testing Trip Mileage	\$.60 / Mile

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this agreement, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

- C. Requirements of the City of Bel Aire, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Bel Aire, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or

subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CONSENT TO
AND
AGREEMENT FOR
ANNEXATION**

THIS CONSENT TO AND AGREEMENT FOR ANNEXATION is made and entered into as of the 8th day of June, 2022, by and between the City of Bel Aire, Kansas, a municipal corporation of the State of Kansas, and Webb 254, LLC, who hold fee simple title to the real property hereinafter described.

WHEREAS, Webb 254, LLC, who hold fee simple title to the real property hereinafter described, desire the annexation of said real property into the corporate boundaries of the City of Bel Aire, Kansas; and


WHEREAS, the Governing Body of the City of Bel Aire, Kansas desires to annex said real property into the corporate boundaries of the City of Bel Aire, Kansas;

NOW, THEREFORE, Webb 254, LLC, who hold fee simple title to the following real property, do hereby request, petition and consent to the annexation, pursuant to K. S. A. 12-520 (7), into the corporate boundaries of the City of Bel Aire, Kansas by the Governing Body of the City of Bel Aire, Kansas, of the following real property, to-wit:

LEGAL DESCRIPTION
E ½ NE ¼ EXC PT DEEDED TO STATE FOR HWY SEC 17-26-2E

WHEREFORE, the parties hereto that the provisions contained herein shall inure to and run with said real property and as such shall be binding upon their heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.


OWNER
STEVE BARLETT WEBB 254, LLC

CITY OF BEL AIRE, KANSAS
MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 2022, before me a notary public in and for said county and state, came Jim Benage, Mayor of the City of Bel Aire, Kansas, a municipal corporation of the State of Kansas, and Melissa Krehbiel, City Clerk of said City who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal on the day and year last above written.

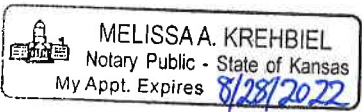
Notary Public

My Appointment Expires: _____

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 8th day of June, 2022, before me, a notary public in and for said county and state, came Steve Barrett, who are personally known to me to be the same persons who executed the within instrument and such persons duly acknowledged the execution of the same as owners of the above-described property.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal on the day and year last above written.



Melissa A. Krehbiel
Notary Public

My Appointment Expires: 8/28/2022

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

THE CITY OF BEL AIRE, KANSAS

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AND INCORPORATING A PORTION OF THE WEST SIDE OF WEBB AND 254 INTO THE BOUNDARIES OF THE CITY OF BEL AIRE, KANSAS.

WHEREAS, WHEREAS, Webb 254, LLC, who holds fee simple title to the real property hereinafter described, desires the annexation of said real property into the corporate boundaries of the City of Bel Aire, Kansas; and has requested the same in writing;

WHEREAS, the Governing Body of the City of Bel Aire, Kansas desires to annex said real property into the corporate boundaries of the City of Bel Aire, Kansas;

WHEREAS, in accordance with KSA 520(e) section (f); No resolution, notice and public hearing required under the provisions of this section shall be required as a prerequisite to the annexation of land owned by or held in trust for the city or any agency thereof or land all of the owners of which petition for or consent thereto in writing.

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

SECTION 1: Hereby certifies the land described below shares a common boundary with the City of Bel Aire and is not currently part of the City of Bel Aire.

SECTION 2: The real property is legally described as:

E1/2 NE1/4 EXC Pt. Deeded to State for HWY Section 17-26-2E

SECTION 3: The above described property meeting one or more of the conditions for annexation prescribed in KSA 520(e) section (f), is hereby annexed and incorporated within the corporate limits of the city of Bel Aire by this Ordinance.

SECTION 4: The officers, employees, and agents of the City of Bel Aire are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 5: This ordinance shall take effect and be in force after publication in the official City newspaper.

ADOPTED by the Governing Body of the City of Bel Aire, Kansas this__ day of, June 2022.

Approved:

Jim Benage, Mayor

Attest:

Melissa Krehbiel, City Clerk

City of Bel Aire, Kansas

STAFF REPORT

DATE: 06/14/2022

TO: Ty Lasher

FROM: Jay Cook, Planning & Development Director

RE: 2021 Sidewalk Replacement Program



SUMMARY:

The 2021 Sidewalk Replacement Program was a grant project that allowed residents to apply for dollars provided by the city to repair or replace sidewalk issues on their property.

DISCUSSION:

25 Applications were received with 21 grants being awarded.

Total spent on these 21 grants:	\$16,460
18 Grants paid to PP&J for a total of:	\$14,490
3 Grants paid out as reimbursement to homeowners:	\$1,970

A total of 1,586 square feet were replaced by PP&J with grant funds.

FINANCIAL:

Total Budget for 2021 was \$10,000. The Manager approved additional requests based on needs and available dollars from the General Fund.

Total budget and plan for FY2022 is \$10,000. Staff will continue to report demand and provide an opportunity to adjust this amount before awards are announced.

RECOMMENDATION:

It is worth noting that over half of the applications that were submitted were from residents that had received Courtesy Notices or Notices of Abatement from Code Enforcement. Therefore, staff believes the program was beneficial and the manner in which it was completed was successful. Planning and Development staff recommend continuing the program for 2022.

CITY OF BEL AIRE

SIDEWALK REPLACEMENT PROGRAM

Fiscal Year 2022

I POLICY STATEMENT

The City of Bel Aire values pedestrian safety and walkability for its residents. K.S.A. 12-1808 of the Kansas Statutes mandate that property owners keep sidewalks in good repair. City Ordinance 11.3.25 speaks directly to sidewalks, replacement and construction. For this reason, the Bel Aire City Council believes there is a benefit to all citizens for sidewalks to be in good condition. Therefore, this policy promotes sidewalk improvements and repairs by assisting property owners with such projects.

II PURPOSE

The purpose of this policy is to assist property owners with replacing sidewalks in disrepair. This policy establishes guidelines and requirements for monetary assistance of costs associated with these activities.

Objectives include:

- ❖ To promote the replacement of dangerous and unsafe existing sidewalks which will reduce the risk of injury to citizens utilizing the sidewalk.
- ❖ Enhance the neighborhood walkability.
- ❖ Ensure surface conditions are safe for pedestrians and / or persons confined to wheelchairs.

Although this policy does not address petitions for new sidewalks, Bel Aire values walkability and encourages residents to petition the City to establish improvement districts addressing cost sharing of the installation of new sidewalks in areas where sidewalks have not existed to enhance pedestrian safety. Residents should contact City Hall about initiating the petition process.

III POLICY

The City Manager may award grants to property owners which meet the following criteria:

Criteria for consideration of a sidewalk grant:

- ❖ The City of Bel Aire will reimburse property owners for one hundred percent (100%) of the cost of a city approved public sidewalk repair located in the public right of way along the street easement.

- ❖ Reimbursement will occur based on measurements and cost per square foot determined by the City. Measurements will be rounded to the nearest foot. This policy applies to only projects undertaken within the 2022 calendar year.
- ❖ Grants will be awarded on a first come basis. The City reserves the right to prioritize replacements based on severity and need for replacement.
- ❖ Requests in 2022 not funded may receive priority for 2023 if the program continues.
- ❖ Sidewalk construction must comply with Bel Aire city codes regarding specifications for 5' sidewalks.
- ❖ The City will pay for the installation of ADA approaches on corner lots and make those arrangements separately from the grant.
- ❖ A permit is required for sidewalk installations and must be approved by the City building inspector.
- ❖ Applications must be received at City Hall by October 15, 2022 for consideration.
- ❖ Construction must be completed by December 16, 2022 to receive payment.
- ❖ Payment will be made by check on the regular payment schedule for the City.
- ❖ The City of Bel Aire reserves the right to refuse reimbursement based on:
 - The condition of the sidewalk upon final inspection as determined by the City inspector
 - Non-compliance with City Code and/or this policy through the installation process
 - Depletion of funding for the program due to amount of applicants or available funds.
- ❖ All bad sections or the entire sidewalk must be included in the application.
- ❖ Coloring must match a driveway or adjacent public sidewalks.
- ❖ Minor sections of new sidewalks must link to existing sidewalks.

Sidewalk qualification guidelines:

- ❖ Slab(s) with a ¾" or more offset between slabs / joints.
- ❖ Slab(s) with a severely cracked or spalling, or with pieces missing.
- ❖ Slab(s) that is cracked with unstable or rocking sections.
- ❖ Slab(s) that has a slope crossways of more than 1" in 12".
- ❖ Slab(s) that has a horizontal separation due to cracking between adjacent panels of walk or more that 1" which is a bicycle tire or high heel hazard.
- ❖ Slab(s) settlement that causes accumulation of water or ice.

Miscellaneous:

- ❖ Owner of property abutting a sidewalk is responsible for all maintenance of said sidewalk and accountable for all City Code Enforcement notices, regardless of grant approval. The applicant/owner is not relieved from any liability for future replacement, repair, maintenance or keeping sidewalk clear on the applicant's property.
- ❖ The City will coordinate replacement of sidewalks based on grants and requests for such work. The City will bid the replacement projects as one job and inspect as repairs are made by the contractor.

- ❖ Program only applies to public sidewalks.
- ❖ Property owners are responsible for all costs associated with sprinkler repair, driveway repair / replacement or retaining wall repairs.
- ❖ If a tree root caused the sidewalk to heave, the property owner must contract to have the tree removed prior to sidewalk repair. Said removal of the tree and stump will be at the property owner's expense.
- ❖ Sidewalks that lead to a house are not eligible.
- ❖ Non-profit or taxing entities are not eligible for this program.
- ❖ Only work done by licensed Bel Aire contractors are eligible for reimbursement unless the work is done by the property owner having a proper permit.
- ❖

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

Jim Benage, Mayor

Attest:

Melissa Krehbiel, City Clerk



CITY OF BEL AIRE

Application for sidewalk installation/replacement grant for 2022 in the city limits of Bel Aire, Kansas

The governing body approved a sidewalk installation/replacement program for fiscal year 2022. The program allows for a 100% grant per landowner for the replacement or installation of sidewalks. Applications must be received at City Hall by October 15, 2022, for consideration. Criteria for consideration are outlined in the adopted policy.

Name of Property Owner: _____ Phone: _____

Address of Property Owner: _____

City: _____ State: _____ Zip: _____

Property is located at: _____ Size of tract: _____

Lot: _____ Block: _____ Addition: _____

I request the grant for following reasons: _____

Estimated Cost of Project: _____

I (we) understand this application will be considered on first come basis. However, the City reserves the right to prioritize some replacements based on severity and need for replacement. The total amount of funds available for this program is \$10,000.00 for fiscal year 2022.

Signature of Owner Date

OFFICE USE ONLY

This application was received on: _____ and found to be complete.

City Representative Title

CITY OF BEL AIRE

SIDEWALK REPLACEMENT PROGRAM

Fiscal Year 2021

I POLICY STATEMENT

The City of Bel Aire values pedestrian safety and walkability for its residents. K.S.A. 12-1808 of the Kansas Statutes mandate that property owners keep sidewalks in good repair. City Ordinance 11.3.25 speaks directly to sidewalks, replacement and construction. For this reason, the Bel Aire City Council believes there is a benefit to all citizens for sidewalks to be in good condition. Therefore, this policy promotes sidewalk improvements and repairs by assisting property owners with such projects.

II PURPOSE

The purpose of this policy is to assist property owners with replacing sidewalks in disrepair. This policy establishes guidelines and requirements for monetary assistance of costs associated with these activities.

Objectives include:

- ❖ Promoting homeowners proactively replacing the dangerous and unsafe sidewalks along their property to reduce the risk of injury to pedestrians utilizing the sidewalk.
- ❖ Enhance the neighborhood walkability.
- ❖ Ensure surface conditions are safe for pedestrians and / or persons confined to wheelchairs.

Although this policy does not address petitions for new sidewalks, Bel Aire values walkability and encourages residents to petition the City to establish improvement districts addressing cost sharing of the installation of new sidewalks in areas where sidewalks have not existed to enhance pedestrian safety. Residents should contact City Hall about initiating the petition process.

III POLICY

The City Manager may award grants to property owners which meet the following criteria:

Criteria for consideration of a sidewalk grant:

- ❖ The City of Bel Aire will reimburse property owners for up to one hundred percent (100%) of the cost of any city approved public sidewalk repair located in the public right of way along the street easement. Repairs approved may be

reimbursed at up to 100% of cost, until available funds are depleted to a level where they cannot meet the 100% reimbursement rate for property owners. At that time remaining funds shall be distributed to qualifying applicants as available.

- ❖ Reimbursement will occur based on measurements and cost per square foot determined by the City. Measurements will be rounded to the nearest foot. This policy applies to only projects undertaken within the 2021 calendar year.
- ❖ Grants will be awarded on a first come basis. The City reserves the right to prioritize replacements based on need for replacement and budgetary considerations.
- ❖ Requests in 2021 not funded may receive priority for 2022 if the program continues, however homeowners should make replacement timing decisions based on safety.
- ❖ Sidewalk construction must comply with Bel Aire city codes regarding specifications for 5' sidewalks.
- ❖ The City will pay for the installation of ADA approaches on corner lots and make those arrangements separately from the grant.
- ❖ A permit is required for sidewalk installations and must be approved by the City building inspector.
- ❖ Applications must be received at City Hall by October 15, 2021 for consideration.
- ❖ Construction must be completed by December 16, 2021 to receive payment.
- ❖ Payment will be made by check on the regular payment schedule for the City.
- ❖ The City of Bel Aire reserves the right to refuse reimbursement based on:
 - The condition of the sidewalk upon final inspection as determined by the City inspector
 - Non-compliance with City Code and/or this policy through the installation process
 - Depletion of funding for the program due to amount of applicants or available funds.
- ❖ All degraded sections or the entire sidewalk must be included in the application.
- ❖ Coloring must match a driveway or adjacent public sidewalks.
- ❖ Minor sections of new sidewalks must link to existing sidewalks.

Sidewalk qualification guidelines:

- ❖ Slab(s) with a $\frac{3}{4}$ " or more offset between slabs / joints.
- ❖ Slab(s) with a severely cracked or spalling, or with pieces missing.
- ❖ Slab(s) that is cracked with unstable or rocking sections.
- ❖ Slab(s) that has a slope crossways of more than 1" in 12".
- ❖ Slab(s) that has a horizontal separation due to cracking between adjacent panels of walk or more than 1" which is a bicycle tire or high heel hazard.
- ❖ Slab(s) settlement that causes accumulation of water or ice.

Miscellaneous:

- ❖ Owner of property abutting a sidewalk is responsible for all maintenance of said sidewalk and accountable for all City Code Enforcement notices, regardless of

grant approval. The applicant/owner is not relieved from any liability for future replacement, repair, maintenance or keeping sidewalk clear on the applicant's property.

- ❖ The City will coordinate replacement of sidewalks based on grants and requests for such work. The City will bid the replacement projects as one job and inspect as repairs are made by the contractor.
- ❖ Program only applies to public sidewalks.
- ❖ Property owners are responsible for all costs associated with sprinkler repair, driveway repair / replacement or retaining wall repairs.
- ❖ If a tree root caused the sidewalk to heave, the property owner must contract to have the tree removed prior to sidewalk repair. Said removal of the tree and stump will be at the property owner's expense.
- ❖ Sidewalks that lead to a house are not eligible.
- ❖ Non-profit or taxing entities are not eligible for this program.
- ❖ Only work done by licensed Bel Aire contractors are eligible for reimbursement unless the work is done by the property owner having a proper permit.

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Adopted this 1st day of June 2021 by the Bel Aire City Council.



Jim Benage, Mayor

Melissa Krehbiel, City Clerk

The space above is reserved for REGISTER of DEEDS

Permanent Access Construction and Maintenance Easement

The undersigned Charles Eddie Powell, as owner of the real property described below (Grantor), for and in consideration of the benefit of the drainage improvement work to be completed by City (Grantee) , Grantor does hereby grant and convey to the City of Bel Aire, a municipal corporation within the State of Kansas, a permanent access construction and maintenance easement commencing upon the execution date below, to allow the City to remove debris and provide maintenance for drainage from a specific portion of the Reserve herein legally described below:

A PART OF THE RESERVE, IN NORTHFORK, AN ADDITION TO BEL AIRE, SEDGWICK COUNTY, KANSAS, DESCRIBED AS: COMMENCING IN THE NORTHEAST CORNER OF LOT 1, BLOCK 3, NORTHFORK ADDITION TO BEL AIRE, THENCE N 00°00'00" E 25 FEET TO THE POINT OF BEGINNING. THENCE N 00°00'00" E 100 FEET; THENCE N 90°00'00"E, 140.26 FEET; THENCE S 32°08'48" E, 264.85 FEET; THENCE S 03°42'30" E, 41.35 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE MO-PAC RAILROAD; THENCE S 62°32'55" W, 109.25 FEET; THENCE N 03°42'30" W, 60 FEET; THENCE N 32°08'48" W, 184.25 FEET; THENCE S 90°00'00" W, 85 FEET TO THE POINT OF BEGINNING.

This grant of access is hereby made exclusively to the Grantee, is made for the benefit of the residents of Bel Aire, including Grantor, and is binding upon inures to the benefit of parties hereto and their successors, heirs, and assigns. All property owners within the subdivision continue to be responsible for the maintenance and improvement of the drainage area as set forth upon the face of the Plat.

Executed and granted this ____ day of _____ 2022.

IN WITNESS WHEREOF:

The Grantor authorizes and signs this permanent easement this 10th day of June, 2022.


Charles Eddie Powell, Property Owner

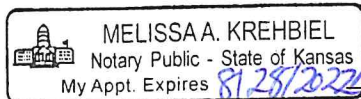
Accepted and filed by vote of the City Council on ____ day of June, 2022.


Jim Benage, Mayor, City of Bel Aire

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 10th day of June, 2022, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Charles Eddie Powell, Grantor and he/she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.




Notary Public

My Commission Expires: 8/28/2022

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

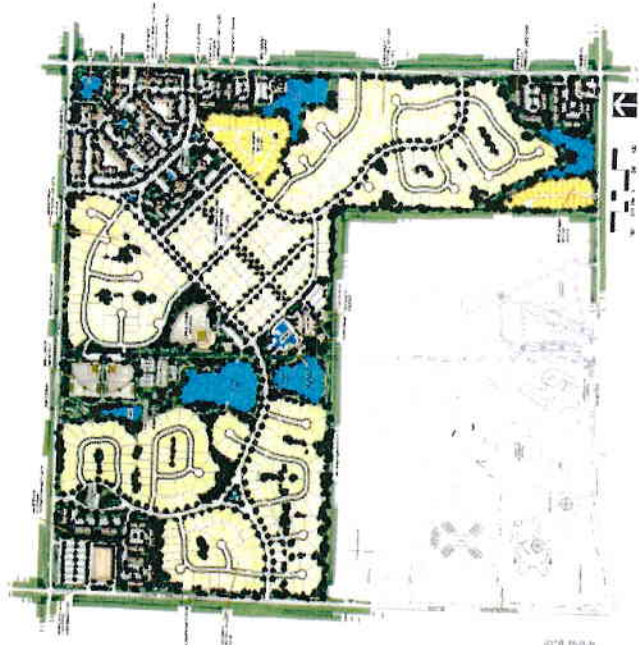
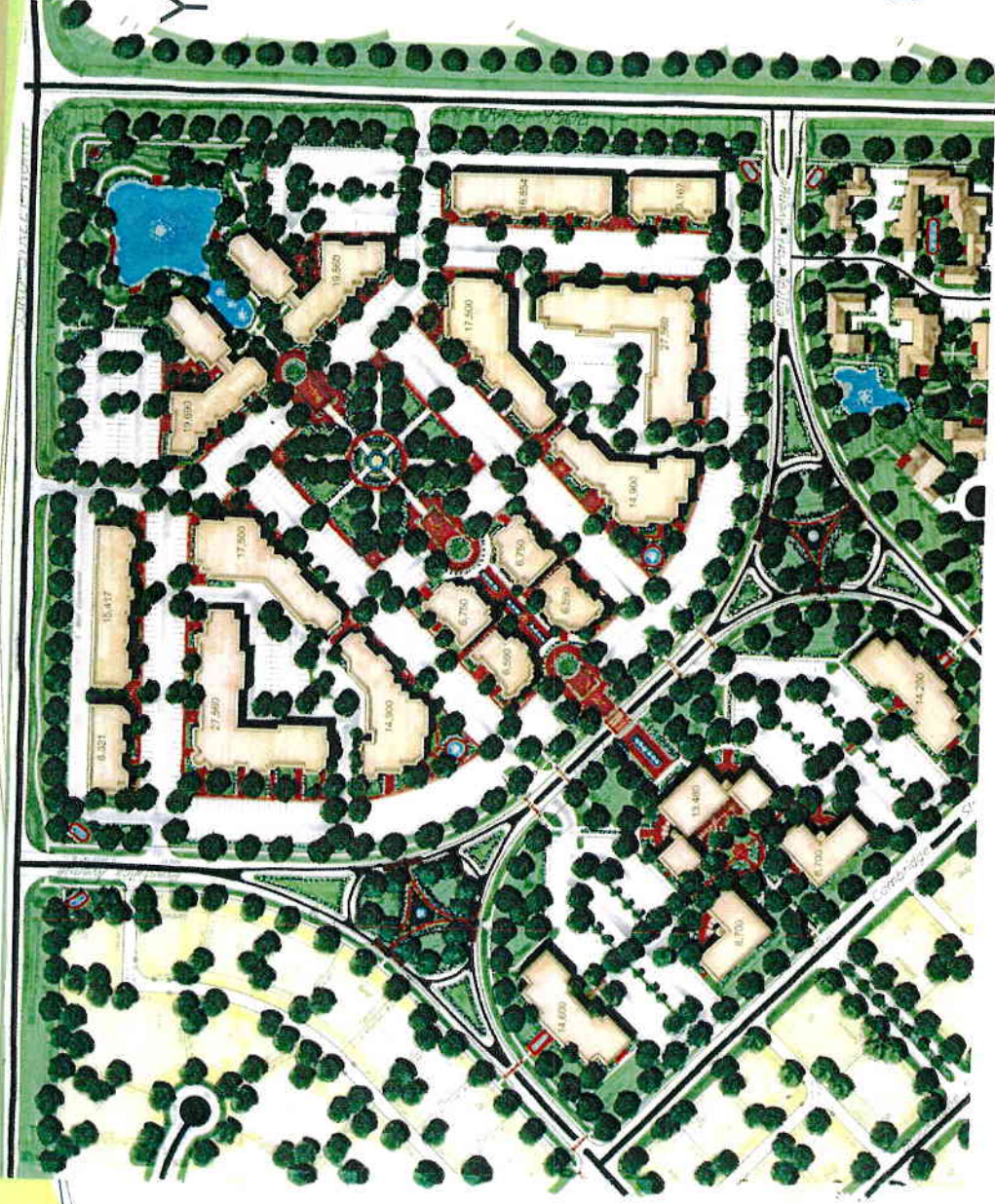
BE IT REMEMBERED, that on this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Jim Benage, City of Bel Aire, Mayor and he/she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public

My Commission Expires: _____

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CITY OF BEL AIRE MASTER PLAN
CENTRAL PARK



January 3, 2019
Ty Lasher, City Manager
City of Bel Aire

RE: New Gathering Place/Community Park – Public Input

Attachments: Attachment 'A' Spreadsheet
Attachment 'B' Open-House Boards
Attachment 'C' Online Survey Results
Attachment 'D' Paper Surveys

Park Master Planning – Summary of Public Input Survey

The following is a summary of the public input gathered during December 2018. The data was collected during one open house (Christmas Open House), paper survey and online (SurveyMonkey) survey. The data has been broken down by survey type on the attached spreadsheet Attachment 'A'. Pertinent data from 2017 WSU Community Survey and 2017 open house has also been included as a reference.

Public Open House – 2018

During the annual Christmas Open-House the team setup four boards which showed the two conceptual park layouts and options for park features/amenities. People were asked to place dots on their preferences. It should be noted that several people voting included their children in this exercise. Photos of these boards are included as Attachment 'B' to this document for reference. There was a lot of support and excitement from participants but there was also some concern voiced over how the park would be financed and if that would impact taxes in the community.

Community Survey - 2018

An online survey was used to gather community input and preferences. This Survey Monkey was made available during the month of December and was publicized via the open house, City of Bel Aire website and social media accounts. A simplified survey was also made available in paper form. The online survey resulted in 218 responses and the paper survey resulted in an additional two responses for a total of 220 responses. This represents 2.9% of the overall population (7,761). Since the majority of quantifiable data available was derived from the online survey, only that data is represented below.

- 61.4% support for a new community gathering place/park
- 62.9% support for community events at new park
- 62.8% support for a splash-pad fountain
- 50.6% support for a new playground
- 66.8% support for public restrooms
- 65.3% support for walking paths
- 69% support for shade structures
- 39% support for memorial walkway

Community Survey completed by Wichita State University -2017

The following is a summary of the relevant parks and recreation portion of the community survey for comparison to the more recent 2018 survey.

- 59% of respondents approve of investing in large community park.
- 51.8% approve of adding a splash pad fountain to the community park.
- 63.3% approve of walking/bike paths in the community park.
- 62.3% felt Bel Aire should develop a park adjacent to "Downtown".

Survey Observations

During the open house there was a lot of support voiced for the park and excitement about a splash-pad fountain and community events. Most respondents during the open house had children as the open house happened during the Christmas Open House Event which may explain some of the differences in specific preferences identified. Many individuals were curious when the park would be completed. There were a few individuals that did voice concerns regarding how the park would be financed and how this may impact their taxes. This concern was again voiced on a few online surveys. Of the 27 written responses, 10 were critical of the park project (See Attachment 'C').

Conclusions

Overall, most respondents and participants are supportive of the proposed park project. Typical to this type of project, concerns are rarely about the project itself but are directed at how the project will be financed and paid for. As the project moves ahead, it would be advisable to educate the public on how the project is to be financed and if this will impact them individually by taxes. Also, the public should be educated about the financial burden of the vacant ground that currently exists and how investment in the park can stimulate the sale of City-owned property around the park for private development while adding a quality of life amenity to the City of Bel Aire.

Specifically, it appears that the public are most interested in the splash-pad fountain, shade structures, restroom and walking trail. Support for the playground is just over 50% and support for the memorial walk was at 39% making both elements marginally desirable. There was also good support for events at the park with markets being most popular overall.

Respectfully Submitted;

Jeffrey A. Best, PLA
Director of Landscape Architecture
LK Architecture



CITY OF BEL AIRE

TAX INCREMENT FINANCING POLICY

Adopted: November 2, 2009

Revised: 7/16/2012 & 5/17/2022

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

Background:

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

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

Incentive Objectives:

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

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

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

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

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

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

Project Requirements:

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

Economic Analysis and Financial Requirements:

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

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

Application Fee:

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

Project Application:

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

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

Fees:

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

TIF Creation Process:

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

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

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

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

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

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

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

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

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

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

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

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

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

Development Agreement:

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

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

Periodic Reporting:

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

Amendment of TIF:

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

Waiver of Guidelines:

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

APPLICATION FOR TAX INCREMENT FINANCING

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

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

Part I. Applicant Identification

Name of Applicant firm: _____

Contact Person (Name and Title): _____

Address: _____

Street or P.O. Box

City

State

Zip

Telephone Number: _____

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

Firm: _____

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

Name(s): _____

Mailing Address: _____

Street or P.O. Box

City

State

Zip

Telephone Number: _____

Part II. Property Identification

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

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

Part III. Business Information

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

Date and place business organized or incorporated: _____

Name and parent company, if applicable: _____

Type of business: _____

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

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

List principal competition of the business within the City.

Name and location of firms: _____

Describe nature of competition: _____

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

Part V. Description of Public Benefits

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

Part VI - Financial Responsibility

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

Part VII. Certification of Applicant

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

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

Date_____ Signed _____
Name

Title

Part VIII. Acknowledgment of Receipt

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

Date: _____ City Manager:_____

PROJECT APPLICATION (CITY OF BEL AIRE, KS)

Name of Corporation/Partnership _____
Date of Request _____
Address _____
Primary Contact _____
Address _____
Phone _____ Fax _____ E-mail _____

A. APPLICANT INFORMATION

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

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

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

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

D. Applicant's Attorney

Name _____
Phone Number _____

E. Applicant's Financial Advisor

Name _____
Phone Number _____

F. Applicant's Accountant

Name _____
Phone Number _____

G. Requested Subsidy:

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

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

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

Uses:

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

I. Use of Subsidy:

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

TOTAL REQUEST \$ _____

J. Project Details:

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

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

2. Name and address of Contractor _____

Name and address of Architect: _____

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

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

(a) name of firms: _____

(b) describe nature of the competition: _____

K. Project Operations:

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

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

L. Subsidy Analysis:

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

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

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

M. Proposed Location/Timing of Construction:

1. Location of the project: _____

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

3. Is the project properly zoned? _____

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

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

N. Ownership and Management:

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

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

Please Explain

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

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

Disclosure items:

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

Has the applicant or any affiliated party declared bankruptcy?

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

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

O. Job Creation Detail:

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

P. Financial Capacity:

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

Q. References and Relevant Experience:

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

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

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

Date _____

Signed _____
Name

Title

Receipt is hereby acknowledged:

Date: _____

City Manager: _____

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

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

STAFF REPORT

DATE: June 14, 2022

TO: Ty Lasher, City Manager
Bel Aire City Council

FROM: Brian Hayes, Recreation Director

RE: **May Activities**

Recreation

- We finally completed all the requirements for Summer Day Camp and received our KDHE license on May 26th just in time to open camp up on May 31st. The first week had 24 campers and started the summer off with a bang. Staff continues to learn their new roles and are adapting as challenges come up.
- 20 Blastball participants completed their season on May 5th.
- Tippi Toes Dance and Happy Feet Soccer also completed their spring seasons in May.
- 228 youth on 20 teams are participating in T-Ball, Baseball, & Softball compared to 180 on 16 teams last year. Games are scheduled into early July.
- Pickleball was down a bit with 244 compared to 277 last month.
- Taekwondo was steady with 18 students compared to 21 last month.
- Exercise classes were steady with 18 compared to 17 last month.
- April daily use was slightly down with 545 compared to 590 last month. 81 paid day fees, 296 were pass holders, and 213 participated in various senior activities.
- Outdoor field maintenance and routine mowing has been greatly affected by all the recent rain. Some areas are still underwater and weeds continue to get worse. Treatment will take place as conditions allow.
- A new Recreation Coordinator was hired and begins June 6th. Jeremiah Lawrie attended Emporia State University and studied Sports Leadership & Recreation. We have been without this position for nearly a year and a half and look forward to bringing Jeremiah aboard.
- Current & upcoming programs include Happy Feet Soccer, Tippi Toes Dance, Basketball Mini-Camps, & the annual Bel Aire Ball.

Seniors

- 644 seniors participated in line & folk dance, sewing, walking, bridge, exercise, arts & crafts, book club, a dinner, several educational presentations & special events compared to 722 last month. Nearly 30 seniors enjoyed a trip to Botanica and a master gardener presentation on flowers at the Rec Center.

- On May 26th the board of the Senior Club had made arrangements to inventory their belongings stored at the Rec Center. Without a word to Rec staff, they instead packed up everything and left. We later we their participants that they were unhappy with the 2022 funding policy and found another place to meet separate from the city.

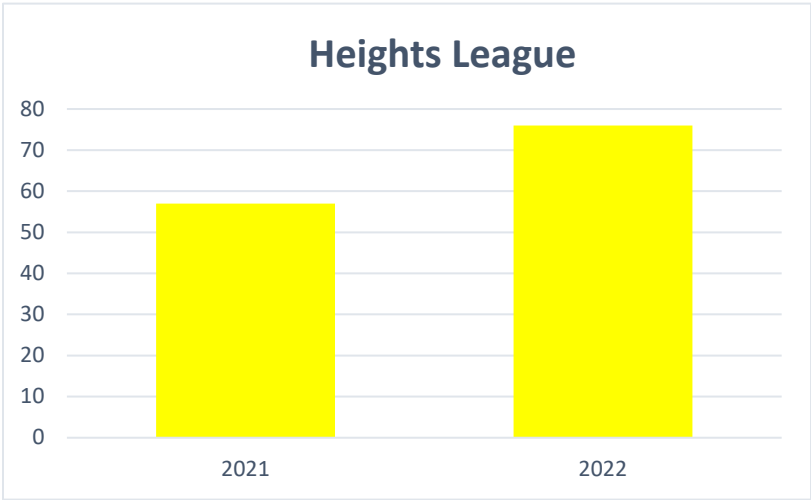
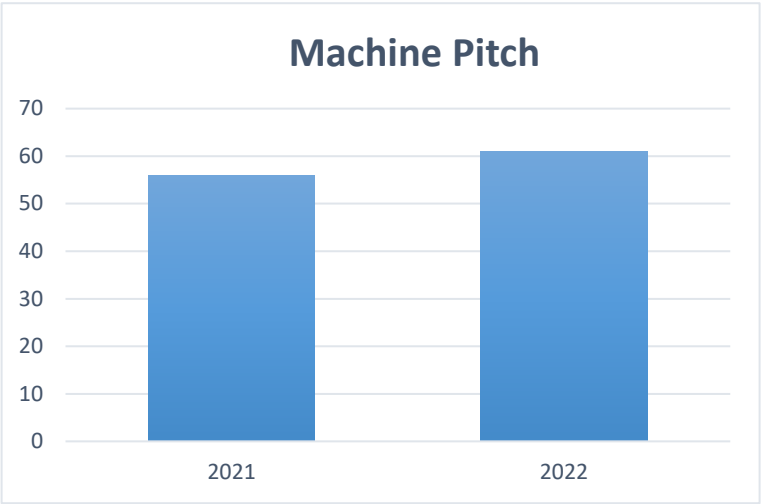
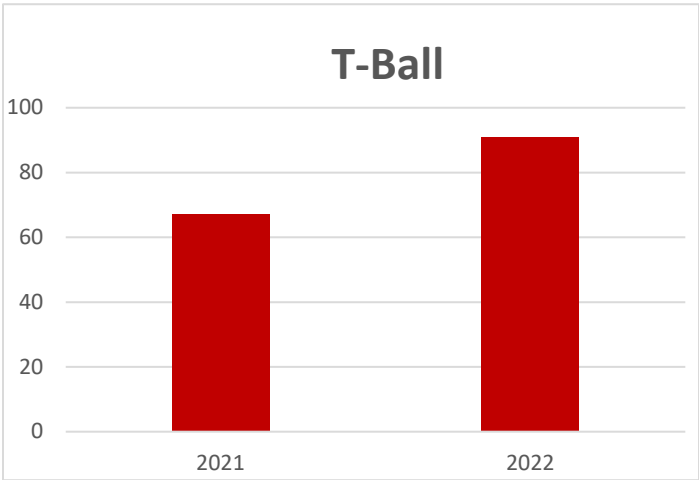
Section XIV, Item A.

Seniors continued,

- Staff continues to engage Bel Aire Seniors with weekly and monthly emails and newsletters. Every week virtual tours of interesting venues, fun activities, upcoming programs and useful information are presented.
- Upcoming Senior programs include the regular ongoing activities and several new educational & special events including a cookout and a presentation from the Great Plains Nature Center

Swimming Pool

- Rec Staff completed minimal repairs in time for the Memorial weekend opening of the Central Park Pool.
- Staff orientation and training was held on May 25th. This year staff consists of 7 returning and 2 new guards.
- Unfortunately the opening was hampered a bit due to cool air and water temperatures but the few who did brave the conditions enjoyed the opportunity to jump in. Despite the low number of swimmers many did show up to register for swimming lessons, summer pool passes and pool rentals.



STAFF REPORT

DATE: 6/15/22

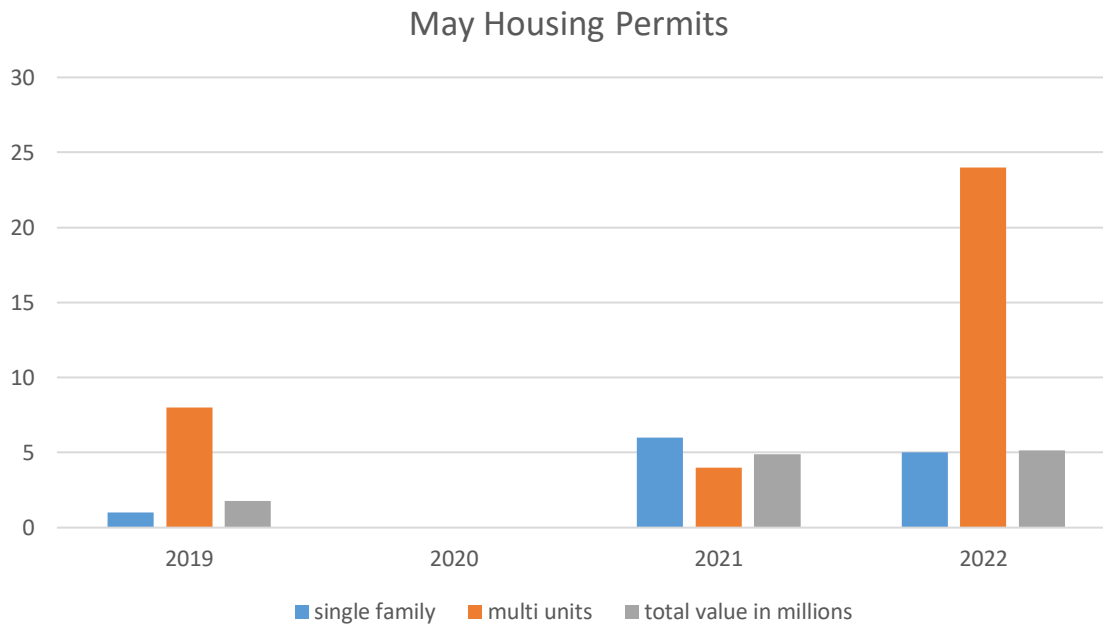
TO: City Council and City Manager

FROM: P&Z Department

RE: May Monthly report



Residential Construction update



May of 2020 is the only month in recent Bel Aire history that didn't have new housing of some type started.

Commercial Construction Update

The Catholic Care center will be remodeling 3 separate areas in the building that will include a small addition with parking. The value of the project is around \$8.5 million. The project was issued permits in June.

The homestead senior landing apartments is almost ready for permits to be issued. So minor details related to the developer's agreement, phasing, drainage, and utilities are near complete.

Skyview block 49 3rd addition storage units project has submitted plans for review

Census update

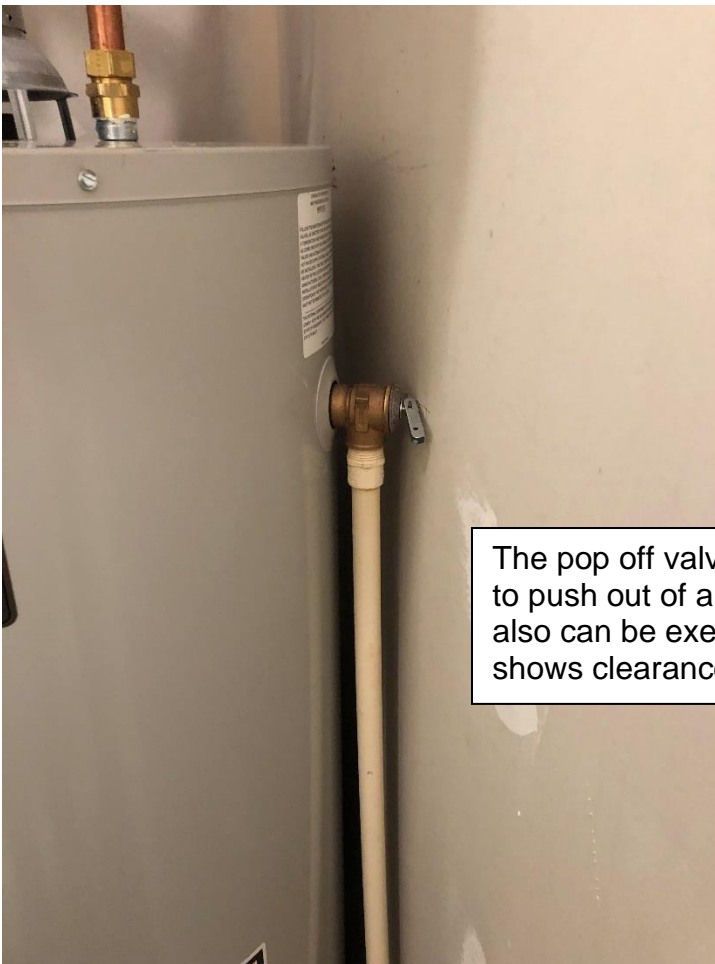
Housing vacancy rates — both for homeowner and rental housing — are at or near historic lows, according to the U.S. Census Bureau's recently released Housing Vacancy Survey (HVS).

Vacancy rates for rental housing are lower than at any point during the 35-year period until the start of the COVID-19 pandemic in early 2020. The vacancy rate for homeowner housing is lower than at any point from 1980 until early 2020.

The Census Bureau has collected the Housing Vacancy Survey since 1956 (as a supplement to the Current Population Survey) to provide quarterly estimates of the rental vacancy rate and the homeowner vacancy rate.

Both rental and homeowner vacancy rates decreased between 2009 and 2019 as the nation recovered from the foreclosure crisis. Housing supply then tightened further during the COVID-19 pandemic.

Violation



The pop off valve is designed to all steam and water to push out of a holding tank before it explodes. It also can be exercised to remove build up. The picture shows clearance wasn't provided

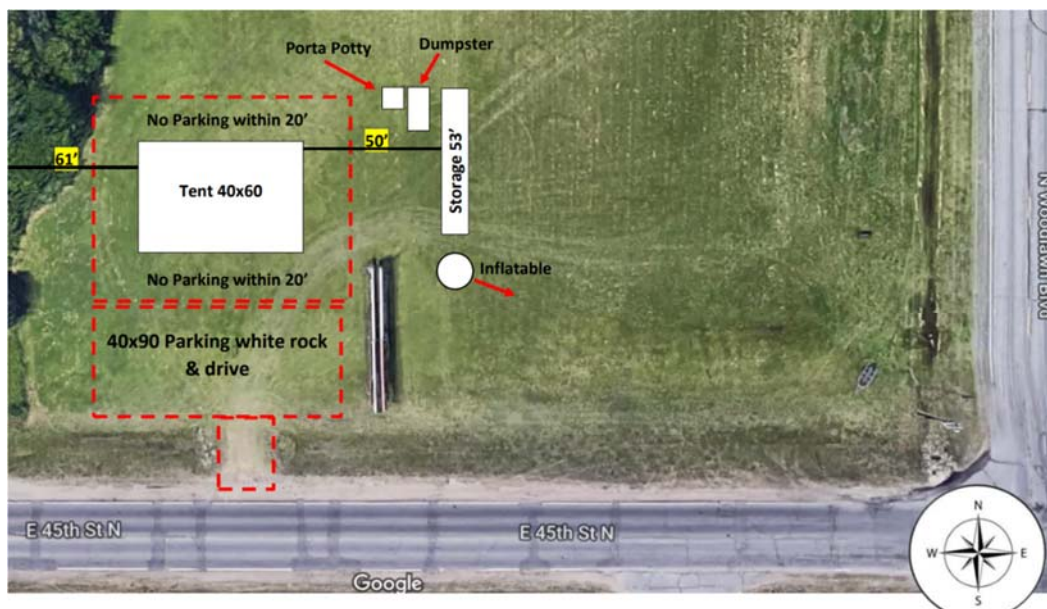


MANAGERS REPORT

DATE: June 16, 2022
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: June 21, 2022 Agenda

Consent Agenda (Item VI)

Contains the minutes of the June 7th regular City Council meeting and June 14th Special City Council Meeting. Also included are petitions signed by the developers of Chapel Landing 5th and Homestead Senior Landing for the installation of a sewer main and sewer lift station. This requires the approval via two advisability resolutions for financing. These resolutions follow the petitions on the Consent Agenda. Lastly, due to the construction of Woodlawn and the lot south of Dollar General being used as a staging area for the contractors, Bellino Fireworks is being required to move locations. Bellino partners with the Bel Aire Lions Club for fundraising. Bellino looked at several locations and was able to contract with the property owner on the northwest corner of 45th & Woodlawn. Staff is fine with the change but the approved permit was for their previous location south of Dollar General. As a result, council needs to approve the location change.



Appropriations Ordinance (Item VII)

This reporting period includes one payroll period. On page 3, the \$248,707.81 expense to Aegion is for the sewer lining project in Pearson Addition. Bond Interest payments and bonded projects totaled \$168,696.29.

Tree Board Appointment (Item A)

The Tree Board has one remaining position vacant. Jesse Miller recently moved to Bel Aire and is interested in serving on the Tree Board. Mayor Benage spoke with Jesse as well as Tree Board President Gary Northwall regarding the position. Mayor Benage would like to appoint Jesse to the Tree Board. His term will expire in June 2026.



Development Agreements (Items B – D)

City Code requires that the Developer file a Development Agreement with the final plat. The Development Agreement outlines the Developer's responsibilities before and after construction. Three agreements now come before Council for approval.

Prairie Preserve – This development is zoned Estate Residential with larger lots. Staff have worked with the Developer to make sure that two unique features, the private sewer system and the streets will meet requirements. The Developer will be responsible for the maintenance of the private sewer system. Sedgwick County Fire Department has commented that they are okay with the narrower than normal streets (24 feet in width instead of 29 feet) as long as no parking is allowed on either side of the street. With the larger lot size and longer drives, enough parking should be available off-street.

Skyview at Block 49 3rd – Dedications on the final plat of Skyview 3rd were approved by Council on March 1st.

Chapel Landing 5th – Dedications on the final plat for this development were approved by Council on April 5th.

Professional Services Agreement, Chapel Landing 5th Phase 1 (Item E)

The Developer for Chapel Landing 5th is ready to move forward with the design phase of the project. He is requesting Garver be the engineers. The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends Council accept the Agreement for Professional Services with Garver in the amount of \$267,900.00.

Consent to Annex Agreement (Item F)

This is the second annexation in the last month meaning Bel Aire is growing. The property owner is asking for the parcel to be annexed via a consent form. Below you will find the statute that deals with annexations as well as the portion of our water agreement with Wichita that states this site **does not** require their approval. Under state statutes, the highlighted sections allow for the annexation via simple vote. Bel Aire owns Webb Road from 45th to the half mile line between 53rd & K-254. State statutes are vague but it appears it is up to the county to notify the city of the need to take part of the ROW as outlined below. **If** the City was required to take half of Webb, the west half of the last half mile to K-254 would be the responsibility of Bel Aire, with Sedgwick County maintaining the east side. I have been working with Wichita, Kechi and Sedgwick County to address issues such as these which would help with costs for future road maintenance. Bel Aire City limits touch the tract on the south and west with Sedgwick County being on the north and east. There may be questions regarding the benefit of annexing this partial, so I have addressed several:

- A water main runs along the south boundary of this parcel.
- A new lift station was installed on the property that adjoins this land on the south. Meaning, this parcel can be served with sewer and will help pay for that lift station.
- Development on this parcel will add utility paying customers.
- Bel Aire will control planning and zoning. Any zoning and plating will go through the Bel Aire Planning Commission as well as City Council. If it remains in the county, zoning and plating go through the MAPD.
- This parcel will be very attractive for growth when an interchange at K-254 is constructed. The developers vision includes a hotel, fuel station, big box retail, warehouses and restaurants. If a mixture of these is built, property taxes along with a hotel bed tax could generate \$1.5 million in revenues annually. Creating a CID where sales taxes are collected could bring in additional revenues.



2-520. Conditions which permit unilateral annexation; exceptions; ordinance; severability of ordinance where annexation invalid; limitations. (a) Except as hereinafter provided, the governing body of any city, by ordinance, may annex land to such city if any one or more of the following conditions exist:

(1) The land is platted, and some part of the land adjoins the city.

(4) The land lies within or mainly within the city and has a common perimeter with the city boundary line of more than 50%.

(7) The land adjoins the city and a written petition for or consent to annexation is filed with the city by the owner.

(e) No city may annex the right-of-way of any highway under the authority of this section unless at the time of the annexation the abutting property upon one or both sides thereof is already within the city or is annexed to the city in the same proceeding. The board of county commissioners may notify the city of the existence of the right-of-way of any highway which has not become part of the city by annexation and which has a common boundary with the city. The notification shall include a legal description and a map identifying the location of the highway. The governing body of the city shall certify by ordinance that the certification is correct and declare the highway, or portion of the highway extending to the center line where another city boundary line abuts the opposing side of the highway, annexed to the city as of the date of the publication of the ordinance.

12-520a. Resolution; hearing; notice; publication; sketch of area; criteria considered at hearing; consent, effect.

(f) No resolution, notice and public hearing required under the provisions of this section shall be required as a prerequisite to the annexation of land owned by or held in trust for the city or any agency thereof or land all of the owners of which petition for or consent thereto in writing.

2. **AMENDMENT OF SERVICE AREAS.** Both parties agree to void restrictions in paragraph 6.5 requiring Bel Aire to submit an administrative application, parcels to have an unbroken boundary line, and to be within the jurisdictional boundary in order for Wichita to grant amendments of service areas. Wording preventing changes to the service area based solely on these requirements are repealed. Parties agree to amend the map of the service area. Paragraph 6.5 is hereby amended in the following manner:

a. **AMENDED PARAGRAPH 6.5:** The Bel Aire Service Area described herein may be augmented. The Bel Aire Service Area described herein may be augmented directly by the Governing Bodies of Bel Aire and Wichita, once each calendar year upon notice to the Wichita City Manager directly from the Bel Aire City Manager. Irrespective of the number of real estate tracts or parcels involved in the request, the cumulative area covered by such an annual request shall not exceed 320 acres. The Wichita City Manager shall not unreasonably withhold approval of such a request, but may accept, deny or place conditions on any such request as deemed reasonable.

b. **AMENDED SERVICE AREA:** The Bel Aire service area shall be the same as the Bel Aire urban growth area identified in 2035 Urban Growth Areas Map. No approval shall be required to expand service to areas within these parameters. See attached EXHIBIT 2.

Annexation Ordinance (Item G)

If Council accepts the Consent to Annex, then you may consider the Annexation Ordinance which officially brings the parcel into the city limits. The Ordinance will require a roll call vote of the Councilmembers.

Drainage Cost Sharing for Gravel Road Reconstruction (Item H)

The Governing Body and staff are keenly aware of the complaints from residents living on gravel roads. We have heard concerns related to road condition, drainage, and dust. Much discussion has occurred at workshops and council meetings over the last two years. Numerous ideas and suggestions were contemplated. Council members have given serious consideration for obtaining the best resolutions at the best value. This means, not taking the cheapest price to get the cheapest results. In fact, Council has approved bids for new neighborhoods requiring concrete with the understanding there is an additional upfront cost resulting in higher specials for the homeowners. However, the long-term maintenance costs are less for the city creating a benefit for all taxpayers. Treating dust using asphalt millings, and other suggestions that have been made do not create a long-term solution. Council concluded a paved road with new ditches solves all the problems. Council also acknowledged the lack of ditch maintenance by the city added to some of the poor conditions. Garver Engineering was hired to complete a preliminary redesign of the gravel road areas that would fix the ditches, improve drainage, and install paved roads. They also created petitions for property owners to sign that would approve the project and allow the costs to be spread as special assessments. In recognizing some of the drainage costs should be borne by the citizens at large, Council determined paying a total amount of \$700,000, divided between the three neighborhoods, would help reduce the overall costs as well as recognizing reduced future maintenance expenses. Included on the agenda is an action item that would approve funds for the projects, only if the property owners approve the petitions to reconstruct the streets with pavement.

2022 Sidewalk Replacement Program (Item I)

City codes require property owners who have sidewalks on their land to maintain and replace the sidewalk at their own expense. Code enforcement annually identifies sidewalks that are in disrepair and need reworked to limit hazards. Council discussed this issue at the May 2021 workshop and the possibility of a cost share program. In June of 2021, Council adopted the 2021 Sidewalk Replacement Program contained in the packet. Staff believes the program was successful with several sidewalks being repaired and replaced. \$10,000, was budget for 2021 and 2022. Due to the interest and needs, we spent over the \$10,000 but funds were available in the general fund to cover the added grants. Staff recommends approving the program for 2022. We may want to look at increasing the grant amount in the 2023 budget.

Northfork Drainage Easement (Item J)

The area north of the railroad tracks, east of Edgemoor, south of 45th and west of Woodlawn drains south through Trib 7, into Quail Ridge pond and then through the Northfork drainageway into Wichita. The creek is half owned by Heartland Animal Hospital and half by the Northfork HOA. When the drainageway is not maintained, trees are allowed to grow and debris accumulates, hindering proper drainage for this area. Neither owner maintains the drainageway, which could lead to flooding. Previous Councils have felt it important for the city to clean out the drainageway and they obtained temporary easements to conduct the work. Each cleanout runs around \$10,000 and will last for several years. Staff felt it would be appropriate to obtain a permanent easement to allow Public Works, or their contractors, to enter the property and ensure it stays clean and flowing. Jaci was able to obtain the needed signatures for a permanent easement. The action before council is considering accepting the easement. This is a permanent solution to being able to access the parcel when work is required to reduce the risk of flooding.



Discussion And Future Issues (XIII)*Lot Across from City Hall:*

Councilmember Welch asked that discussion occur on the city's intent for development for the lot across from City Hall. In 2002, the city hired an architectural firm to create a master plan for the development of Central Park which included the City Hall site, as well as a "downtown" to be located across from City Hall. In 2018, the city hired LK to gather public input on the desire for development of the lot across from City Hall. Those ideas changed from 2002 to what is included in your packet relating to that lot. As I work to find investors to take on such development based on the 2018 master plan, it is important that this Council is supporting that vision.

TIF Policy:

With interest gaining on the lot across from City Hall and Sedgwick County staff supporting the creation of a TIF district to improve that site for development, I have created a TIF policy that spells out what the developer requirements are to meet a TIF project. Discussion will center around the policy.