



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
April 02, 2024 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: Jon Barkett

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

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

B. Accept and file a Termination and Release of Real Estate Exchange Agreement between the Bel Aire PBC and Willowrock Properties, LLC.

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 No. 24-06 in the amount of \$1,040,810.35.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 24-06.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

A. City Manager Ted Henry - Oath of Office

B. Gary Northwall - Service Recognition

C. Tristin Terhune - Service Recognition

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. Public Hearing: *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.*

A. Public Hearing - IRB Issuance, Waltons 53rd Holdings, LLC: The purpose of the public hearing is to hear from tax payers, citizens, and other stakeholders regarding the issuance by the Issuer of its Taxable Industrial Revenue Bonds (Waltons 53rd Holdings LLC), in a principal amount not to exceed \$12,000,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued to pay the costs of acquiring, equipping and constructing a 100,000-square-foot facility to house a meat processing supply and equipment commercial facility located on Lot 8, Block C of the Sunflower Commerce Park Addition (just south of 53rd Street, between Webb Road and Greenwich Road). The Issuer further intends to lease such facility to Waltons 53rd Holdings LLC, a Kansas limited liability company, or a related entity (the "Tenant").

Action: Motion to close the public hearing.

Motion _____ Second _____ Vote _____

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Determining The Advisability Of Issuing Taxable Industrial Revenue Bonds To Finance Acquiring, Constructing And Equipping A Facility To House A Meat Processing Supply And Equipment Commercial Facility To Be Located In The City; And Authorizing Execution Of Related Documents (Waltons 53rd Holdings, LLC).

Action: Motion to (accept / deny / table) the Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Determining The Advisability Of Issuing Taxable Industrial Revenue Bonds To Finance Acquiring, Constructing And Equipping A Facility

To House A Meat Processing Supply And Equipment Commercial Facility To Be Located In The City; And Authorizing Execution Of Related Documents and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration of a Letter of Intent to Issue IRB’s and Provide Other Incentives for Construction of a Industrial, Manufacturing, Warehouse, Distribution, Flex and/or Office Facility (Aspen Funds, LLC).

Action: Motion to (approve / deny / table) a Letter of Intent to Issue IRB’s and Provide Other Incentives for Construction of an Industrial, Manufacturing, Warehouse, Distribution, Flex and/or Office Facility (Aspen Funds, LLC) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration of a Notice of Hearing regarding Issuance of IRB’s and Other Incentives for Construction of an Industrial, Manufacturing, Warehouse, Distribution, Flex and/or Office Facility (Aspen Funds, LLC).

Action: Motion to (approve / deny / table) a Notice of Hearing regarding Issuance of IRB’s and Other Incentives for Construction of an Industrial, Manufacturing, Warehouse, Distribution, Flex and/or Office Facility (Aspen Funds, LLC) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of an Amended Planned Unit Development Agreement Concerning The Development Of Tierra Verde South Addition To The City Of Bel Aire, Kansas.

Action: Motion to (approve / deny / table) the Amended Planned Unit Development Agreement Concerning The Development Of Tierra Verde South Addition To The City Of Bel Aire, Kansas and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

E. Consideration of the activation of the traffic signal at 45th and Woodlawn.

Action: Motion to (approve/table/deny) the activation of the traffic signal at 45th and Woodlawn with (pre-timed/detection activated) signal cycles.

Motion _____ Second _____ Vote _____

F. Consideration of a quote to inspect, clean, and line a sewer pipe on Odessa Street. One bid was received:

<u>Company</u>	<u>Bid</u>
Mayer Specialty Services	\$21,200.00

Action: Motion to (accept / deny / table) the quote from _____ in the amount of \$_____ to inspect, clean, and line the sewer pipe on Odessa Street and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XIII. 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 _____

XIV. DISCUSSION AND FUTURE ISSUES: Workshop April 9th at 6:30 p.m.?

XV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

- A.** UAC Minutes - February 2024
- B.** Manager's Report - April 2, 2024

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Video of this meeting can be streamed at www.belaires.gov and on YouTube. 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
March 19, 2024 7:00 PM



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

II. ROLL CALL

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

Also present were City Manager Ty Lasher, City Attorney Maria Schrock, Assistant City Manager Ted Henry, City Engineer Anne Stephens, Recreation Director Brian Hayes, Ken Lee, P.E. of Garver, and Bond Counsel Kevin Cowan of Gilmore and Bell.

III. OPENING PRAYER: Terry Hedrick provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS

There were no additions.

MOTION: Councilmember Davied moved to move Agenda Item XI. D. after Executive Session A. Councilmember Welch seconded the motion. *Motion carried 5-0.*

VI. CONSENT AGENDA

A. Approval of Minutes of the March 5, 2024 City Council meeting.

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 24-05 in the amount of \$471,383.25.

MOTION: Councilmember Smith moved to approve Appropriations Ordinance No. 24-05. Councilmember Davied seconded the motion. *Motion carried 5-0.*

VIII. CITY REQUESTED APPEARANCES

A. Special Presentation to Ty Lasher

Mayor Benage recognized City Manager Ty Lasher who is retiring. He reviewed highlights of Ty’s leadership and then presented a plaque to Mr. Lasher.

IX. CITIZEN CONCERNS

Dave Landoll, 4743 N Krueger, spoke about his concerns about political correctness and government.

Rosemary Wood, 4700 N Hillcrest, spoke about ongoing code enforcement issues with her neighbor.

Kelly Wood, 4700 N Hillcrest, spoke about code enforcement issues with his neighbor, and his concerns about protecting property values for the neighborhood.

X. REPORTS

A. Council Member Reports

Councilmember Dehn reported on the most recent meeting of the K-254 Corridor Development Association where City Manager Ty Lasher was honored. He reminded everyone about upcoming events this week including Spring Fest, a Bel Aire Bike-Walk event, and the Sedgwick County Emergency Preparedness class.

Councilmember Hamburg briefly reported on the Bel Aire Lions Club meeting last week.

B. Mayor's Report

Mayor Benage briefly reported on the most recent meetings of the Sedgwick County Association of Cities, the Bel Aire Utility Advisory Committee (UAC), and the K-254 Corridor Development Association. He also attended the St Patrick’s Day Parade sponsored by St. Patrick’s Church. He reminded everyone that Spring Fest will be held at the Bel Aire Recreation Center from 1 pm to 3 pm on Saturday.

C. City Attorney Report

City Attorney Maria Schrock reported on a recent staff training on the new Sewer Use Ordinance.

D. City Manager Report

City Manager Lasher spoke about his 36 years of experience in public service, including the challenges and opportunities related to the City’s growth. He will be retiring at the end of this month. He thanked his family, the Council, and the community for their support.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

- A. Consideration of a Letter of Intent to Issue IRB’s and Provide Other Incentives for Construction of a Warehouse, Distribution, Office, and Retail Facility (Walton's 53rd Holdings, LLC).**

MOTION: Councilmember Smith moved to approve a Letter of Intent to Issue IRB’s and Provide Other Incentives for Construction of a Warehouse, Distribution, Office, and Retail Facility (Walton's 53rd Holdings, LLC) and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 5-0.*

- B. Consideration of a Notice of Hearing regarding Issuance of IRB’s and Other Incentives for Construction of a Warehouse, Distribution, Office, and Retail Facility (Walton's 53rd Holdings, LLC).**

MOTION: Councilmember Dehn moved to approve a Notice of Hearing regarding Issuance of IRB’s and Other Incentives for Construction of a Warehouse, Distribution, Office, and Retail Facility (Walton's 53rd Holdings, LLC) and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

- C. Consideration of a Contracting Agreement of Additional Work / Change Order from Mid-West Plastering, LLC in the amount of \$19,740.00 for repairs to Central Park Community Pool.**

MOTION: Councilmember Smith moved to accept the Contracting Agreement of Additional Work / Change Order in the amount of \$19,740.00 from Mid-West Plastering, LLC for repairs to Central Park Community Pool and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

- D. Consideration of the proposal from PEC in the amount of \$19,000 for additional geotechnical investigation and monitoring wells for the Woodlawn Project.**

This item was considered after Agenda Item XII. A. (Executive Session).

- E. Consideration of the Supplemental Agreement with Garver for Construction Staking and Construction Support Services for the 53rd Street, Oliver to Woodlawn project in the amount Not to Exceed \$70,100.**

MOTION: Councilmember Davied moved to accept the Supplemental Agreement with Garver for the Construction Staking and Construction Support Services for 53rd Street from Oliver to Woodlawn in the amount Not to Exceed \$70,100 and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

F. Consideration of an Agreement for Construction Inspection with TranSystems for 53rd Street Reconstruction.

MOTION: Councilmember Davied moved to approve the agreement Agreement for Construction Inspection with TranSystems as presented for 53rd Street Reconstruction and authorize the Mayor to sign. Councilmember Hamburg seconded the motion.
Motion carried 5-0.

G. Consideration of A First Amendment to Employment Agreement of City Attorney.

MOTION: Councilmember Hamburg moved to approve First Amendment to Employment Agreement of City Attorney and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

XII. EXECUTIVE SESSION

A. MOTION: Councilmember Welch moved to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, Assistant City Manager, City Attorney, City Engineer and Neil Gosch. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 8:43 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council then recessed into Executive Session. At 8:44 p.m. Mayor Benage called the meeting back to order and stated that no binding action had been taken.

Consideration of the proposal from PEC in the amount of \$19,000 for additional geotechnical investigation and monitoring wells for the Woodlawn Project.

MOTION: Councilmember Welch moved to approve the quote from PEC in the amount of \$19,000.00 for additional geotechnical investigation and monitoring wells for the Woodlawn Project and authorize the Mayor to sign all related documents. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

B. MOTION: Councilmember Smith moved to recess into executive session to discuss contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. The Executive Session will include the City Manager, the Assistant City Manager, and Attorneys for the City. The Executive Session will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 9:03 p.m. Councilmember Welch seconded the motion. *Motion carried 5-0.*

The Council then recessed into Executive Session. At 9:03 p.m. Mayor Benage called the meeting back to order and stated that no binding action had been taken.

XIII. DISCUSSION AND FUTURE ISSUES: No other issues were discussed.

XIV. ADJOURNMENT

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

When Recorded Return To:
Foulston Siefkin LLP
Attention: Kevin Arnel
1551 N. Waterfront Parkway, Suite 100
Wichita, Kansas 67206

(Space above reserved for the Register of Deeds' recording information)

Title of Document: TERMINATION AND RELEASE OF REAL ESTATE
EXCHANGE AGREEMENT

Date of Document: _____, 2024

Grantor: CITY OF BEL AIRE, KANSAS; and
CITY OF BEL AIRE, KANSAS PUBLIC BUILDING
COMMISSION

Grantee: WILLOWROCK PROPERTIES, LLC

Grantee's Address: 7242 Pinebluff Court
AUGUSTA, KANSAS 67010

Legal Description: SEE EXHIBIT A

Reference Doc. No.: 29261556

TERMINATION AND RELEASE OF REAL ESTATE EXCHANGE AGREEMENT

THIS TERMINATION AND RELEASE OF REAL ESTATE EXCHANGE AGREEMENT (this “Termination”), is made as of March __, 2024, by the **CITY OF BEL AIRE, KANSAS** (the “City”), the **CITY OF BEL AIRE, KANSAS PUBLIC BUILDING COMMISSION** (“PBC”), and **WILLOWROCK PROPERTIES, LLC**, a Kansas limited liability company (“WillowRock”), which is the successive owner of the Property (defined below) previously owned by Kevin J. Arnel and Roxanne R. Arnel, as co trustees of the Kevin J. Arnel Living Trust and Roxanne R. Arnel Living Trust (collectively, the “Arnels”), all hereby release, terminate and discharge the property attached hereto as **Exhibit A** (the “Property”) from the following documents and any obligations contained therein, which were recorded in the office of the Register of Deeds of Sedgwick County, Kansas:

1. Real Estate Exchange Contract dated as of November 23, 2011 (the “Contract”), as memorialized by a Memorandum of Contract dated as of December 22, 2011, by and between the City, PBC, and the Arnels and recorded as Document No. 29261556, on November 23, 2011.

All parties hereto mutually agree upon execution of this Termination, that no obligations, and/or unpaid amounts remain of the Property under the Contract. None of the parties (the Arnels, the City, WillowRock) performed any default under the Contract.

All parties hereto mutually agree upon a mutual release, that includes the parties’ agents, successors, and assigns. None of the parties have any claims, actions or causes of action, and demands arising out of or related to the Contract.

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EXHIBIT A

LEGAL DESCRIPTION

The West half of the Southwest Quarter of Section 16, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas.

REAL ESTATE EXCHANGE CONTRACT

This Real Estate Exchange Contract ("Contract") is entered into as of the last date executed by a party hereto ("Effective Date") by and between the following parties: City of Bel Aire, Kansas [7651 E. Central Park Ave., Bel Aire, KS 67226 Attn: Ty Lasher, City Manager] ("City"), the City of Bel Aire, Kansas Public Building Commission [7651 E. Central Park Ave., Bel Aire, KS 67226 Attn: Ty Lasher] ("PBC"), and Kevin J. Arnel and Roxanne R. Arnel, as co trustees of the Kevin J. Arnel Living Trust ("Kevin's Trust") and the Roxanne R. Arnel Living Trust ("Roxanne's Trust") [5112 N. Rock Rd., Bel Aire, KS 67226 Attn: Kevin J. Arnel] (collectively "Arnel").

1. Tax Free Exchange. Subject to the terms contained in this Contract, Arnel and City each agree to exchange the respective parcels of real property described below, together with all of the rights and appurtenances with each their respective parcels, including any right, title and interest of the transferring party in and to (a) the centerline of adjacent streets, alleys and rights-of-way, (b) any easements benefiting such real property, and (c) any improvements, fixtures and personal property located thereon.

Both Arnel Parcels are described in **Exhibit A** hereto (individually as "Arnel Parcel #1" and "Arnel Parcel #2," and collectively as "Arnel Parcels"), and the City Parcel is described in **Exhibit B** hereto. All Parcels are located in Bel Aire, Sedgwick County, Kansas. To the extent not provided in the Exhibits, the legal description of each Parcel, inclusive of all easements, rights of way, and the like, as reflected on its respective Survey shall automatically be substituted herein.

With respect to each Parcel, the owner of the Parcel may be referred to as the "transferring party," and the party receiving the Parcel in the exchange may be referred to as the "recipient party," and with respect to the City Parcel, the City is referred to as the "transferring party." Title to the City Parcel is presently held by PBC. City agrees to cause PBC to transfer the City Parcel to Arnel at the Closing, and PBC agrees to do so. The parties agree that the contractual obligations of PBC and City will be accomplished by and through the City.

The parties are entering into this Contract with the expectation that the transactions contemplated hereby will constitute a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Each party agrees to reasonably cooperate with the other in connection with accomplishing the tax-free exchange contemplated by this Contract.

2. Exchange of Parcels. Subject to the terms and conditions of this Contract, at Closing, the Arnel Parcels shall be exchanged for the City Parcel. Roxanne's Trust is contributing approximately 20 net acres represented by a 100% interest in Arnel Parcel #2, and an undivided 1/2 interest in the approximately 62.534 net acres represented by Arnel Parcel #1. Kevin's Trust is contributing an undivided 1/2 interest in the approximately 62.534 net acres represented by Arnel Parcel #1. Roxanne's Trust and Kevin's Trust have agreed that the City Parcel shall, therefore, be owned by them in the following undivided percentages (that are based upon the negotiated values of the property that is subject to this Contract): Roxanne's Trust 64.7% and Kevin's Trust 35.3%.

3. Closing. The Closing of the exchanges of the Parcel and any other transactions contemplated under this Contract shall occur at the offices of the Title Company on December 20, 2011, or such earlier date as the parties may agree ("Closing Date"). The Closing shall consist of the exchange of General Warranty Deeds ("Deeds") by Arnel and City to their respective Parcels, and the delivery of all other documents and performance of all other matters required to be delivered or performed at Closing pursuant to this Contract.

4. Conveyance. Each party agrees to convey, or cause to be conveyed, its Parcel(s), including all related rights and benefits, free of all liens and encumbrances except ad valorem taxes not yet due, to the recipient party by execution and delivery of the Deed and any other document of conveyance reasonably requested by the recipient party.

5. Title and Survey Review. Within 10 days following the Effective Date, City shall acquire from Security 1st Title (the "Title Company") located at 434 N. Main Street, Wichita Kansas, and provide to each of City and Arnel a commitment (the "Commitment") for the following title insurance policies regarding each of the Parcels: (a) an extended coverage ALTA owners title insurance policy insuring the recipient party for the amount reasonably acceptable to such party, and (b) if requested by the recipient party, an extended coverage ALTA lenders title insurance policy insuring the loan(s) of any lender(s), (such owners, and any lender, title insurance policies are collectively referred to as the "Policies"). City shall also acquire from the Title Company a true copy of all the record instruments affecting the relevant Parcel as described in Schedule B of the Commitment (the "Exception Documents").

If the recipient party has any objections to and/or requirements regarding said Commitment, any Exception Document, and/or the Survey (defined below), including a requirement that certain reasonable and customary endorsements to the Policies be available for a party and any lender to obtain at its expense (collectively "Objections"), it shall advise the transferring party in writing of said Objections before expiration of the Inspection Period.

Additionally, the transferring party shall meet to the Title Company's satisfaction all requirements made in Schedule B of the Commitment ("Requirements"). If, during the Cure Period, the transferring party does not cure, or provide the recipient party with a written agreement to cure by Closing, all Objections to the recipient party's satisfaction, and meet, or provide the recipient party with a written agreement to meet by Closing, all Requirements to the Title Company's satisfaction, the recipient party may elect to either (a) terminate this Contract, or (b) close on the Parcel subject to such uncured Objections and subject to the transferring party meeting at Closing all Requirements to the Title Company's satisfaction, except that the recipient party may elect to pay off and cause to be released at Closing any uncured Objection or Requirement that is a lien or encumbrance against the Parcel, and recover the cost from the transferring party (or offset the purchase price by such payoff amount). To the extent that the recipient party does not timely make an Objection to an exception to coverage under the Commitment, and to the extent the recipient party waives in writing any Objection to an exception, such exceptions shall be deemed Permitted Exceptions to the Policy.

6. Inspection Period. Each recipient party shall have 10 days after the delivery of the

final Survey (defined in Section 11 below) (the "Inspection Period") to, at such party's sole expense, physically inspect and to cause one or more engineers or other representatives to physically inspect the Parcel of the transferring party (without interfering with the transferring party's use or operation of its Parcel) to determine the adequacy and feasibility of the Parcel for the recipient party's intended use, including but not limited to surveys, soil testing and environmental testing (collectively the "Inspections").

Arnel does not have any documentation regarding existing zoning, environmental, topographical, engineering, and similar information/documentation related to the Arnel Parcels, other than the documentation provided to Arnel by the City in connection with City's prior inspections/studies of Arnel Parcel #1, or the documentation exchanged by the parties in connection with their prior transaction regarding Arnel Parcel #2. Within 10 days following the Effective Date, City will provide Arnel with copies of all of City's existing zoning, environmental, topographical, engineering, and similar information/documentation that is related to the City Parcel.

Each party shall make the Inspections in good faith and with due diligence. Each party shall cooperate with the other in all reasonable respects in making such Inspections. In the making of any Inspections hereunder, each party will treat, and will cause any representative of such party to treat, all information obtained by such party pursuant to the terms of this Contract as strictly confidential (so long as the Closing has not occurred), except to the extent that disclosure of such information is necessary to obtain permits, approvals of governmental authorities, legal or other professional representation, or financing for this transaction. If either party determines in its sole discretion for any reason whatsoever to terminate this Contract during the Inspection Period, it may effect such termination by delivering written notice thereof to the other party no later than the expiration of the Inspection Period.

7. Possession. Each transferring party shall deliver to the recipient party exclusive possession of the transferring party's Parcel at Closing, subject only to the items reserved on **Exhibit C** (or the items that are Permitted Exceptions under the relevant Title Policy).

8. Condition of Parcel. Each recipient party represents and warrants to the transferring party that it is knowledgeable about real estate matters, and will have fully examined and inspected the Parcel it is seeking to acquire to such recipient party's satisfaction prior to Closing. It is expressly agreed that, other than the specific representations and warranties contained hereafter, neither party has made any representations or warranties regarding such party's Parcel, including its fitness for a particular purpose, habitability, or otherwise. With respect to the Parcel owned by the transferring party, such transferring party represents and warrants to the recipient party as follows (both as of the date of this Contract and as of Closing Date):

- (a) Except as shown on **Exhibit C**, there are no adverse, or other parties in possession of the Parcel or any part thereof;
- (b) Except as set forth on **Exhibit C**, other than as is of record, no party has been granted any right of purchase, option, license, lease or other right or interest relating

to the use or possession of the Parcel, or any part thereof, and the Parcel is not subject to any contract or limitation of any kind.

- (c) To its knowledge, there are no utility moratoriums that impact or would impact the Parcel are currently in effect or proposed.
- (d) To its knowledge, there is no condition existing with respect to the Parcel, or any part thereof, which violates any federal, state, or local laws or regulations.
- (e) To its knowledge, the Parcel is in compliance with all applicable Environmental Laws; (i) the Parcel does not contain, no activity upon the Parcel has produced, and the Parcel has not been used in any manner for the creation or storage of, any Hazardous Substance; and (ii) the Parcel does not contain underground storage tanks of any kind. As used herein, "Hazardous Substance" means any substance which is toxic, ignitable, reactive, radioactive, or corrosive and any substance which is regulated by any local government, the State of Kansas, or the United States government, including but not limited to asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum by-products. As used herein, "Environmental Laws" means all local government, State of Kansas, and United States government, or any agency or authority thereof, laws, including statutes, regulations, orders and requirements, relating to the discharge of air pollutants, water pollutants, waste water or otherwise relating to the environment or Hazardous Substances, now or at any time hereafter in effect.
- (f) The transferring party has the full right, power and authority to sell and convey the Parcel as provided in this Contract and to carry out such party's obligations hereunder. All requisite corporate or other actions necessary to authorize the party to enter into this Contract and to perform its obligations hereunder have been taken; the joinder of no person or entity other than such party will be necessary to convey the Parcel fully and completely to the recipient party at Closing; and the execution and delivery of this Contract and the consummation of the transaction herein contemplated will not conflict with, or with notice or passage of time, or both, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, contract, or instrument to which the transferring party is a party or by which the transferring party or its Parcel is bound.
- (g) The transferring party is not a "foreign person" as defined in Internal Revenue Code Section 1445 and any related regulations.
- (h) The transferring party is not in default in respect to any of its obligations or liabilities pertaining to its Parcel, including but not limited to any leases of the Parcel, nor is there any state of facts, circumstances, conditions or events which, after notice or lapse of time or both, would constitute or result in any such default.

- (i) Except as set forth on **Exhibit C**, the Parcel has not, during any of the five (5) years prior to the Effective Date been subjected to any special use valuation or exemption for purposes of assessment and/or ad valorem taxes.
- (j) The transferring party has received no notice of and has no knowledge of any existing, proposed or contemplated condemnation or eminent domain actions of any type, or special assessments of any type that are not yet shown on the public tax rolls, or proposed public improvement affecting any portion of the Parcel.
- (k) The transferring party will maintain and operate the Parcel in a prudent and businesslike manner, and the condition of the Parcel on the Closing Date shall be the same or better than it was on the Effective Date, reasonable wear and tear excepted only.

9. Real Property Taxes. Taxes on the each transferring party's Parcel due on or before Closing shall be paid by such transferring party. Arnel shall be responsible for the 2011 real property taxes due with respect to Arnel Parcel #1 and Arnel Parcel #2, and City shall be responsible for the 2011 real property taxes due with respect to the City Parcel.

10. Costs and Expenses. Unless otherwise specifically provided herein or agreed in a separate writing by Arnel and City, the transaction costs will be paid by the party as follows:

- (a) The transferring party will pay in full (i) the total amount of all special assessments assessed against its Parcel, (ii) any of its lender charges and fees, (iii) recording fees to meet any Title Company requirement made of such party (e.g., release of existing lien documents), the costs of such party's Inspections, and (v) all costs to satisfy any Objection not waived by the recipient party; and
- (b) The City and Arnel will each pay (i) 50% of premiums for the Policies and all title policy endorsements, preparation of deeds and all other conveyance documents (net of any re-issue discounts, and the like), and (ii) 50% Title Company Closing fees.

11. Survey. Within 10 days following the Effective Date, City shall obtain and provide to Arnel a current ALTA survey of the City Parcel with the ALTA Table A items requested by Arnel ("Survey") from a mutually agreed upon surveyor, and upon Closing, the parties shall share the cost thereof equally.

12. Covenants and Restrictions. If the transferring party's Parcel is subject to any covenants or restrictions (or will become subject to such at or before Closing), the recipient party shall be provided with a copy of these instruments when it receives the Commitment and Exception Documents, and may review these as part of its Inspections.

13. Conditions Precedent to Closing. The obligation of a recipient party to close under this Contract is subject to all of the following conditions, any one or more of which may be waived by such party:

- (a) The transferring party shall deliver at Closing an affidavit of non-foreign status, any documentation required to be provided under this Contract or necessary to satisfy any Objection not waived in writing by the recipient party, and such other documents as are usually and customarily required by either the Title Company or the recipient party to close such transactions.
- (b) The transferring party shall have satisfied all Objections not waived by the recipient party in writing and all Requirements.
- (c) The Title Company shall be willing to issue the Policies to be effective as of the Closing Date, and deliver such Policies on the Closing Date or within a customary time thereafter that is reasonably acceptable to the recipient party and any Lender, subject only to the Permitted Exceptions.
- (d) There shall not be any pending referendum, moratorium, or any other public or private actions that would adversely affect the recipient party's ability to use the Parcel it is acquiring for its intended purposes.
- (e) There shall not have been any material adverse change in the condition of the recipient Parcel, or in any laws and restrictions, contractual relations, or the approvals, which have been previously approved by recipient party during the Inspection Period.
- (f) The transferring party shall have performed each and every covenant, undertaking and agreement to be performed by the transferring party pursuant to this Contract, and each representation and warranty made in this Contract by the transferring party shall be true in all material respects at the time made and on the Closing Date.

In the event that any of the foregoing conditions to the recipient party's obligations have not been met as of the Closing Date, such party, at its option, may elect to either (i) terminate this Contract, (ii) extend the Closing Date for a period not to exceed sixty (60) days to allow the transferring party additional time to diligently pursue and satisfy any unsatisfied conditions, or (iii) waive any unsatisfied conditions and proceed to Close the transaction. If the recipient party elects to extend the Closing Date pursuant to option (ii) above, such election shall not constitute a waiver of such party's right to thereafter exercise its rights under parts (i) and (iii) above if the conditions are still not satisfied at the end of the extension period.

14. Governing Law. This Contract shall be governed by the laws of the State of Kansas.

15. Default. If the transferring party defaults in the performance of any of its covenants contained herein, including any condition precedent to Closing that is an obligation of the transferring party; or if any representation or warranty made by the transferring party herein fails to be true on the Effective Date, at any time during the term of this Contract, or on the Closing Date; the recipient party shall have the option of terminating this Contract in its entirety

or pursuing other legal and equitable remedies available under applicable law, including but not limited to damages and specific performance. The recipient party's remedies under this Contract shall be cumulative and not exclusive. For purposes of clarification, however, the recipient party will not be in default if it does not transfer title to its Parcel to the transferring party due to the transferring party being in default under the terms of this Contract.

16. Merger Clause. This Contract, including all exhibits, and any addendums hereto, when executed by both Arnel and City, shall contain the entire understanding and agreement between Arnel and City with respect to the matters referred to herein, and shall supersede all prior or contemporaneous agreements, representations and understandings with respect to such matters and no oral representation or statement shall be considered a part hereof.

17. Notices. Any notice or communication required or permitted hereunder shall be delivered to the intended recipient at the addresses shown on the first page of this Contract, or such other address as a party may designate to the other by providing prior written notice thereof. Notice may be served either by (a) deposit in the United States mail, postage fully prepaid, registered or certified mail, (b) generally recognized overnight delivery service, or (c) personal service. Such notice shall be deemed delivered, whether actually received or not, on the first day delivery was attempted, whether received, refused or otherwise. In addition, a notice may be personally delivered to a party hereto, and in such case, will be effective upon delivery.

18. Assignment. Either party may assign its interest in this Contract without obtaining the other's consent, provided, however, that the assigning party shall not be relieved of any of its obligations hereunder.

19. Broker Commissions/Fees. Each party will assume sole responsibility for any broker or commission fees due to its broker or representative in connection with this land transfer.

20. Contract Termination. Upon any termination of this Contract pursuant to an express right set forth herein, the parties shall have no further rights or obligations hereunder except that (a) each party shall be responsible for its respective costs and expenses as provided for herein or otherwise, (b) an obligation to indemnify and hold harmless the other party shall survive, and (c) a party's remedies in the event of the other party's breach shall survive.

21. Miscellaneous. City and Arnel further agree as follows:

- (a) This Contract shall be binding upon and inure to the benefit of the representatives, heirs, estates, successors and assigns of the parties hereto.
- (b) In the event any party to this Contract shall file a legal action to protect its rights under this Contract or to enforce any term or provision of this Contract, the prevailing party in such action shall be entitled to an award of compensation of its costs related thereto, including but not limited to court costs, filing fees, and reasonable attorneys' fees (including appellate costs and attorneys' fees).

- (c) This Contract, together with all exhibits and any addendums hereto, contains all the terms and conditions agreed upon by the parties hereto with respect to the transaction contemplated hereby, and shall not be amended or modified except by written instrument signed by all the parties.
- (d) All covenants, agreements, representations and warranties made hereunder, pursuant hereto, or in connection with the transaction shall survive Closing.
- (e) Time is of the essence of this Contract.
- (f) Captions in this Contract are inserted for convenience and shall not be construed as affecting any substantive right or obligation of the parties.
- (g) Whenever the time for performance or doing of act hereunder falls on a Saturday, Sunday or legal holiday, such time shall be deemed extended to the next successive business day.
- (h) A facsimile or counterpart signature to this Contract shall be a valid and binding signature of a party hereto.
- (i) The parties agree to execute such other items or documents affecting the conveyance and exchange of the Parcels, or the parties' future obligations under this Contract, as may be reasonably requested by the other party, or that may be necessary to carry out the purposes and intent of this Contract.

22. Additional Agreements. In addition to the other agreements set forth herein, the parties specifically covenant and agree:

- (a) The Consent to and Agreement for Annexation dated December 4, 2001, and Addendum to Consent to and Agreement for Annexation dated July 31, 2007 (collectively "Annexation Agreement") will be null and void effective at Closing. Nothing within the provisions of this Agreement is intended to deannex the real property described in those Agreements.
- (b) **Homesite Provisions**. It is understood that effective at Closing the Arnel Retained Tract (as depicted on **Exhibit D**) will be comprised of approximately sixteen (16) acres, all of which is utilized substantially for agricultural and/or residential purposes, in association with the existing Arnel residence. Over time, portions of the Arnel Retained Tract may be separated from the residential/agricultural use of the Arnel Retained Tract when sold, transferred, or utilized for commercial purposes, at which time those portions shall not be included within the terms of this subparagraph.

Effective at Closing, that portion of the Arnel Retained Tract associated with the Arnel residence which (1) is under the ownership of Arnel (or a living trust associated with Kevin J. or Roxanne R. Arnel), (2) is used substantially for

agricultural or residential purposes, and (3) comprises at least 10 acres, (i.e. the Arnel Homesite), shall be subject to the following terms:

- (i) The Arnel Homesite shall be regulated as a nonconforming use and a nonconforming situation, as those terms are defined within the 2010 Bel Aire Zoning Code. The property is hereby recognized as an agricultural use property, and may be maintained and utilized as such, with the specific exception of the development of pig farming or the development of rifle or other types of weapons ranges. By way of example, matters concerning tall grass and weeds, animal control, storage of vehicles and equipment, and other items shall be regulated as if the property were agricultural rather than suburban.
 - (ii) The portion of ad valorem taxes levied on the Arnel Homesite by the City will be rebated annually to the owner thereof upon City's receipt of evidence of the payment of such amount of taxes for a period of 5 full calendar years following closing (i.e., the full abatement shall no longer apply for the calendar year commencing January 1, 2017). Thereafter, such ad valorem taxes shall be rebated for the following calendar years as follows: 2017 – 80%, 2018 – 70%, 2019 – 60%, 2020 – 40%, and 2021 – 20%. This provision shall be considered a contractual agreement between the parties and not a tax exemption or waiver.
 - (iii) If the City determines that it is necessary to construct utilities to service the future development of the area around the Arnel Homesite as a part of providing such services to a larger area, the City agrees to delay the assessment of all special assessments or other charges in connection therewith against the property until it is connected into and utilizes such services. Upon request of the owners of the Arnel Retained Tract, and as soon as such connections are available, connection(s) into City services shall be permitted subject to the standard connection fee and pursuant to the requirements of both State and Municipal law.
 - (iv) If a portion of the Arnel Retained Trust ceases to be associated with Arnel residence such that the portion no longer is entitled to receive the benefits of this paragraph (b), such ineligible portion will cease to be treated as a part of the Arnel Homesite as of the January 1st next following the “disqualifying” event (e.g., sale or commercial use of the parcel).
- (c) Promptly following execution of this Contract, City shall at its expense, and with Arnel's reasonable cooperation, use its best efforts to rezone the Arnel Retained Tract as follows:
- (i) The western portion of Arnel Retained Tract, designated on **Exhibit D** as the “Arnel Commercial Lot,” as “Commercial.” Such parcel shall be approximately 7.29 acres, and shall permit direct ingress/egress from both Arnel's existing drive (and when constructed, the east/west public street reflected on Exhibit D) and Rock Road.

- (ii) The balance of Arnel Retained Tract under an AG Agricultural classification that will permit Arnel to continue similar uses as are presently provided under the Annexation Agreement (e.g., as described in subparagraph (b)(i) above).

In the event such re-zoning has not been completed by the Closing Date, Arnel may either waive this contingency and close, or defer the Closing Date until such rezoning has occurred.

- (d) All existing fees, taxes, and other assessments by or on behalf of City with respect to the City Parcel (including but not limited to the costs of paving 53rd Street) have been paid, or will be paid by the City.
- (e) Arnel shall have input into the platting process(es) that include any portion of Arnel Parcel #1 at the sketch and preliminary platting stages so as to insure that access, easement, drainage, and other issues that could potentially adversely affect the Arnel Retained Tract are recognized and addressed in a reasonable manner by the Planning Commission. Specifically, access to the Arnel Retained Tract shall be protected (see subsection (g) below), and a private drainage agreement between Arnel and the developer shall be part of the platting process. The private drainage agreement shall be established by separate instrument and depicted on the final plat tracing along with pertinent recording information. If necessary to the drainage agreement, a wall easement may also be set forth on the final plat.
- (f) If the Arnel Homesite is incorporated into any subdivision development, the Arnel Homesite shall be excluded from any owner's association(s) that may be formed with respect to the Arnel Parcel #1.
- (g) Effective at Closing, the Arnel Retained Tract shall be granted an access easement to use the existing road until a new paved access road ("New Road") is constructed in the future as reflected in **Exhibit D**. In addition, in connection with the design and construction of the New Road, the Arnel Retained Tract will be granted easements to connect into the New Road, and the Arnel Retained Tract shall be provided with 2 curb cuts and aprons through which to access the New Road at no cost. Said easements may be documented separately.
- (h) A boundary fence will be constructed from the southwest corner of the Arnel Retained Tract (at Rock Road) along the boundary line (upon the City's side of the property line) as it proceeds generally east and north to the north property line of the Arnel Retained Tract. The purpose of the fence is to designate the boundary line between the two properties. The fence will be of a material appropriate to the development and reasonably acceptable to Arnel, be at least 5 feet tall, and be constructed within 90 days after the earlier of the commencement of construction of (i) the New Road or (ii) drainage improvements or other improvements on Arnel Parcel #1. The fence shall contain at least 2 gates at points agreed upon by Arnel, and corresponding access easements to use the

gates, shall be granted by City. The City will be granted access to Arnel's land for construction of the fence and any fence maintenance or replacement that becomes necessary.

- (i) City will not impose special assessment or other similar assessments, fees or taxes upon the Homesite Portion of the Arnel Retained Tract (as described in subsection (b) above) in connection with the New Road or otherwise in connection with the development or improvement of Arnel Parcel #1 (including the fence, drainage improvements, utilities, or other items).
- (j) Effective at Closing, Arnel shall have the first right to lease Arnel Parcel #1 back from City for the sum of \$ 11.50 per acre per year. Said lease shall be for agricultural and residential purposes. The lease shall be terminable by City on 60 days' notice; provided however, that if such property is being used for hay or crops, then City shall compensate such party for any unharvested hay or crops, unless such crops were planted during the 60 day notice period. Arnel shall provide written notice of intent to continue the lease to the City Clerk, and pay the annual lease fee established by the Kansas Extension Service as the average *cash rent per acre for pastureland for the applicable year*. Such annual lease fee shall be paid within two weeks of the anniversary date of the closing of this Agreement on an annual basis to retain the lease. The rent for the first year of the lease shall be deemed paid in full at Closing. The City's land shall be zoned AG agriculture and shall be subject to the City's Code enforcement provisions associated with agricultural land.
- (k) Upon request by Arnel, City shall promptly execute a Memorandum of Agreement, in recordable form, to put third parties on notice of the terms of this Contract.
- (l) City shall bring utilities to the parcel of land described in **Exhibit B**, as the City Parcel when connection to such utilities is to occur. The City agrees to delay the assessment of all special assessments or other charges in connection therewith against the City Parcel (or portions thereof which are not subdivided and connected to such utilities) until the City Parcel (or such portions of it) is connected into and utilizes such services. Connections to such utilities shall be permitted subject to the standard connection fee and pursuant to the requirements of both State and Municipal law.
- (m) The obligations and agreements of the parties contained in this Contract shall survive Closing.

[Signatures on following page]

ARNEL:

Kevin J. Arnel and Roxanne R. Arnel, as Co-Trustees of the Kevin J. Arnel Living Trust dated August 27, 1996, and Roxanne R. Arnel and Kevin J. Arnel, as Co-Trustees of the Roxanne R. Arnel Living Trust dated February 24, 2004

By: Roxanne R. Arnel
Roxanne R. Arnel, Co-Trustee

By: Kevin J. Arnel
Kevin J. Arnel, Co-Trustee

Date: 11-23-11

CITY:

PBC:

CITY OF BEL AIRE, KANSAS,
a municipal corporation

CITY OF BEL AIRE, KANSAS
PUBLIC BUILDING COMMISSION

By: Harold Smith
Harold Smith, Mayor

By: Peggy Sue O'Donnell
President

Date: 11-22-11

Date: 11-22-11

ATTEST:

ATTEST:

CITY OF BEL AIRE CITY CLERK

CITY OF BEL AIRE CITY CLERK

By: Vicki Bradford
Vicki Bradford, City Clerk

By: Vicki Bradford
Vicki Bradford, City Clerk

[Seal]

EXHIBIT A
ARNEL PARCEL

Arnel Parcel #1:

The approximately 62.534 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

The South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas,

EXCEPT:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

AND EXCEPT

The West 50.00 feet of said South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Said tract of land contains 2,723,961 square feet or 62.534 acres, more or less.

Arnel Parcel #2:

Beginning at the Northwest corner of the Northwest Quarter of Section 21, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N 89°25.50. E along the North line of the Northwest Quarter of Section 21, a distance of 935.00 feet; thence S 01°27.29. E parallel with the West line of said Northwest Quarter of Section 21, a distance of 1050.00 feet; thence S 89°25.50. W parallel with the said North line of the Northwest Quarter of Section 21, a distance of 935.00 feet; thence N 01°27.29. W along the West line of said Northwest Quarter of Section 21, a distance of 1050.00 feet to the point of beginning.

EXHIBIT B
CITY PARCEL

The West half of the Southwest Quarter of Section 16, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas.

EXHIBIT C**EXCEPTIONS TO EXCLUSIVE POSSESSION****Arnel Parcel #1:**

Oral agricultural lease to Glen Winter terminable upon written notice after hay is cut

Arnel Parcel #2:

Agricultural lease with John Myersick .

EXHIBIT D

ARNEL RETAINED TRACT

The approximately 15.798 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

Said tract of land contains 688,149 square feet or 15.798 acres, more or less

ARNEL COMMERCIAL LOT WITHIN THE ARNEL RETAINED TRACT

The approximately 7.29 lot described as follows:

LEGAL DESCRIPTION, Arnel commercial lot:

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the **Point of Beginning**; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 440.00 feet; thence S01°56'19"E, 645.12 feet to a point on a curve to the left having a radius of 479.00 feet, a central angle of 12°44'39", and a long chord of 106.32 feet, bearing S64°19'27"W; thence 106.54 feet along said curve to a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the **Point of Beginning**.

Said tract of land contains 317,490 square feet or 7.29 acres, more or less.



Sedgwick County
Register of Deeds - Bill Mack
DOC.#/FLM-PG: 29261556

Section VI, Item B.

Receipt #: 1802365
Pages Recorded: 6
Cashier Initials: DH

Recording Fee: \$28.00
Authorized By 

Date Recorded: 12/23/2011 3:42:07 PM



Grantor	<u>BELAIRE, CITY OF</u>
Grantee	<u>ARNEL KEVIN J TR</u>
Type of Document	<u>MEMORANDUM OF LEASE, ETC.</u>
Recording Fees	<u>\$28.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$28.00</u>
Return Address	<u>SECURITY 1ST TITLE</u>
	<u>434 N. MAIN</u>
	<u>WICHITA, KS 67202</u>
	<u> </u>

When recorded mail to:
Kevin J. Arnel
Foulston Siefkin LLP
Commerce Bank Center
1551 N. Waterfront Pkwy., Suite 100
Wichita, KS 67206-4466

29261554

MEMORANDUM OF CONTRACT

This Memorandum of Contract ("Memorandum") is entered into as of the last date executed by a party hereto ("Effective Date") by and between the following parties: City of Bel Aire, Kansas [7651 E. Central Park Ave., Bel Aire, KS 67226 Attn: Ty Lasher, City Manager] ("City"), the City of Bel Aire, Kansas Public Building Commission [7651 E. Central Park Ave., Bel Aire, KS 67226 Attn: Ty Lasher] ("PBC"), and Kevin J. Arnel and Roxanne R. Arnel, as co trustees of the Kevin J. Arnel Living Trust ("Kevin's Trust") and the Roxanne R. Arnel Living Trust ("Roxanne's Trust") [5112 N. Rock Rd., Bel Aire, KS 67226 Attn: Kevin J. Arnel] (collectively "Arnel").

1. The Parties entered into and have closed upon the certain Real Estate Exchange Contract ("Contract") dated November 23, 2011, involving certain property and interests set forth on Exhibit A hereto (the "Premises"), in Bel Aire, Sedgwick County, Kansas. Each of the Parties has certain rights and obligations with respect to some or all of the Premises, subject to all of the terms, covenants and conditions appearing in said Contract, of which this is a memorandum.

2. This Memorandum is not a complete summary of the Contract. The Contract contains other terms and the provisions in the Memorandum shall not be used in interpreting the Contract provisions. In the event of a conflict between the Memorandum and the unrecorded Contract, the unrecorded Contract shall control. Capitalized terms not defined herein shall have their meanings set forth in the Contract. This Memorandum may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the last date executed by a party hereto.

*****Signatures and Acknowledgments on following pages*****

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Seest

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Diana¹¹

29261554

ARNEL:

Kevin J. Arnel and Roxanne R. Arnel, as Co-Trustees of the Kevin J. Arnel Living Trust dated August 27, 1996, and Roxanne R. Arnel and Kevin J. Arnel, as Co-Trustees of the Roxanne R. Arnel Living Trust dated February 24, 2004

By: Roxanne R. Arnel
Roxanne R. Arnel, Co-Trustee

By: Kevin J. Arnel
Kevin J. Arnel, Co-Trustee

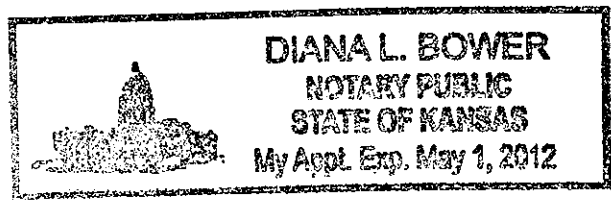
Date: 12-22-11

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this 22nd day of December, 2011, by Roxanne R. Arnel and Kevin J. Arnel, as co-trustees of the Kevin J. Arnel Living Trust, and as Co-Trustees of the Roxanne R. Arnel Living Trust.

Diana L Bower
Notary Public



29261554

EXHIBIT A

PREMISES

1. Arnel Parcel #1

The approximately 62.534 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

The South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas,

EXCEPT:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

AND EXCEPT

The West 50.00 feet of said South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Said tract of land contains 2,723,961 square feet or 62.534 acres, more or less.

2. ARNEL RETAINED TRACT

The approximately 15.798 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said

29261556-

South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

Said tract of land contains 688,149 square feet or 15.798 acres, more or less

3. ARNEL COMMERCIAL LOT WITHIN THE ARNEL RETAINED TRACT

The approximately 7.29 lot described as follows:

LEGAL DESCRIPTION, Arnel commercial lot:

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the **Point of Beginning**; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 440.00 feet; thence S01°56'19"E, 645.12 feet to a point on a curve to the left having a radius of 479.00 feet, a central angle of 12°44'39", and a long chord of 106.32 feet, bearing S64°19'27"W; thence 106.54 feet along said curve to a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the **Point of Beginning**.

Said tract of land contains 317,490 square feet or 7.29 acres, more or less.

4. CITY PARCEL

The West half of the Southwest Quarter of Section 16, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas.

CITY OF BEL AIRE		
AP ORD 2024-06		
Vendor & Payroll Checks 03/12-03/26/2024		
AFLAC	MAR EMPLOYEE MONTHLY PREMIUM	\$ 742.80
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION	\$ 78.00
ARK VALLEY NEWS	BREEZE AD; LEGAL PUBLICATIONS	\$ 606.24
ATLAS ELECTRIC LLC	REPAIR ELECTRIC AT WATER TOWER	\$ 320.00
BANK OF NEW YORK	541071:03/24 O&M /DEBT SVC	\$ 203,555.28
BLUE CROSS AND BLUE SHIEL	04/24 ID:0421210	\$ 56,067.31
BRADY	CH:JANITORIAL SUPPLIES	\$ 397.39
BURNS & MCDONNELL ENGINE	PROJECT MGT;SEWER FRAMEWORK	\$ 7,092.25
CHISHOLM CREEK UTILITY AU	03/24 CCUA CONTINGENCY	\$ 5,820.00
CITY OF BEL AIRE - CASH	POSTAGE SHORT ON PACKAGE	\$ 4.63
CMW	CH ANNUAL HVAC SVC AGREEMENT	\$ 2,001.18
COMPLETE KEY AND LOCK	PD:DOOR COMBO CHANGE	\$ 75.00
COX COMMUNICATIONS	INTERNET/PHONE SVC	\$ 1,467.32
CRAFCO	MASTIC ONE MELTABLE PACKAGING	\$ 6,629.00
CREATIVE AWARDS & SCREEN	ENGRAVED PLAQUE FOR TY	\$ 148.50
CULLIGAN OF WICHITA	WATER SERVICE	\$ 145.90
DITCH WITCH	REPAIR STRAINER ON DITCH WITCH	\$ 73.90
EDIGER, ETHAN	MILEAGE FOR CONFERENCE	\$ 9.83
EMC INSURANCE COMPANIES	LS LIABILITY INSURANCE PREM	\$ 1,102.00
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 562.00
EVERGY	ELEC SVC:CITY BLDGS	\$ 8,524.70
FEDEX	WATER SAMPLES SHIPPED	\$ 57.09
FELIX'S LANDSCAPING & IRR	REC:IRRIGATION REPAIR	\$ 230.00
FICA/FEDERAL W/H	FED/FICA TAX	\$ 32,226.46
GARVER	CEDAR PASS PAVEMENT CONST PH	\$ 7,971.96
GRAFIX SHOPPE	DEA:1PILLCANKILL-GRAPHICS 2020	\$ 2,970.94
GRAINGER	PW:RUBBER BOOTS-JON	\$ 45.45
GWORKS	DATA PULLS FOR TYLER MIGRATION	\$ 24,500.00
HASTY AWARDS	REC PROGRAM AWARDS	\$ 202.29
HAWKS INTER-STATE PESTMAS	03/24:PEST CONTROL:REC	\$ 174.52
HOT GLASS ANNIE	SERVICE/RETIREMENT AWARD-TY	\$ 534.75
INTERLINGUAL INTERPRETING	COURT INTERPRETER 02/01/24	\$ 63.76
INTERSTATE ALL BATTERY	MT-65 BATTERY F250 TRUCK	\$ 168.00
JACOBS, KATHERINE	53RD ROW PROPERTY ACQUISITION	\$ 55,000.00
JAY C HINKEL	LEGAL ADVISING	\$ 3,606.90
JCI INDUSTRIES, INC.	TROUBLESHOOT 4 LS PUMPS/MOTORS	\$ 1,440.00
JOHNSON CONTROLS	FIRE ALARM MONITORING:CH	\$ 787.76
KANSAS GAS	GAS SVC:REC	\$ 1,609.44
KANSAS GOLF AND TURF-WICH	EXMARK MOW EQUIP REPAIR/SUPPLI	\$ 939.35
KANSAS ONE-CALL SYSTEMS	LOCATE FEES:317 FOR 02/24	\$ 380.40
KANSAS RURAL WATER ASN	BACKFLOW PREV/CROSS CONNEC-JON	\$ 450.00

KANZA CO-OPERATIVE ASSOC	BULK FUEL	\$ 2,201.05
KEY EQUIPMENT	STREET SWEEPER REPAIR	\$ 3,122.17
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,825.91
KS DEPT REVENUE:SALES TAX	03/24 SALES TAX	\$ 665.04
KS PUBLIC EMPL RETIRE SYS	KP&F, KPERS	\$ 23,606.60
KS TREASURER - COURT FEES	KLETC	\$ 2,116.70
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	\$ 525.00
LEASE FINANCE PARTNERS	36822QT:03/24:PD COPIER	\$ 141.38
LOPEZ, KIMBERLY	MILEAGE KLETC TRAINING IN HUTC	\$ 71.02
MALONEY, KRISTEN	WITNESS FEE	\$ 10.00
MID WEST PLASTERING LLC	POOL PLASTERING DOWN PYMNT	\$ 5,000.00
MODIFIED LOGIC	LASERFICHE SERVICES	\$ 4,320.00
NATIONAL SCREENING BUREAU	NEW HIRE BACKGROUND CHECK	\$ 80.00
OREILLY AUTO PARTS	FLEET MAINT/SUPPLIES	\$ 312.22
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 1,335.22
PEC	PROJECT STATUS UPDATE	\$ 17,247.50
PHILLIPS SOUTHERN ELECTRI	REPAIR RES CROSSWALK CONTROL	\$ 600.00
SEDG CO DEPT FINANCE/JAIL	02/24 PRISONER HOUSING FEES	\$ 4.82
SEDG CO REGISTER OF DEEDS	53RD ROW EASEMENT FILING	\$ 110.00
SEH INC	SUNFLOWER COMM PARK 3RD CONST	\$ 35,292.38
SIMPLE CLEAN	04/24 JANITORIAL SVC:CH	\$ 2,824.60
SUMNERONE	COPIER OVERAGE KS2502 KS1618	\$ 587.83
SUN LIFE FINANCIAL - VOLU	04/24 VOLUNTARY LIFE PYMNT	\$ 854.08
SUPERIOR RUBBER STAMP	OFFICE SUPPLIES	\$ 179.40
TRANSYSTEMS	ACCESS TRANS PLAN	\$ 25,200.71
TRIPLETT,WOOLF&GARRETSON	WOODLAWN PROJECT MATTERS	\$ 2,600.00
TRUE BLUE CREW	CH:WINDOW CLEANING	\$ 1,265.00
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES	\$ 10,383.39
TYLER TECHNOLOGIES INC	FIRST PAYMENT-NEW SOFTWARE	\$ 26,000.10
UNDERGROUND VAULTS & STOR	FILE RETRIEVAL/INTERFILING	\$ 3.10
UNITED INDUSTRIES INC	POOL SUPPLIES/CHEMICALS	\$ 918.64
UNRUH EXCAVATING	SUNFLOWER COMM GRADING/EROSION	\$ 240,346.35
UTILITY MAINTENANCE CONTR	WATER SVC INSTALLS	\$ 38,670.00
VANTAGEPT TRANSFER AGTS-3	CITY MGR 457	\$ 836.54
WASTE CONNECTIONS	02/24 RECYCLE OR TRASH SVC	\$ 45,176.72
WEX BANK	FLEET FUEL	\$ 2,816.87
WHITE STAR MACHINERY	SPRAYER FOR STREET WORK	\$ 150.99
WORKSTEPS, INC	PRE-EMPLOYMENT SCREENING	\$ 410.00
WSU-CONTINUING ED	WPS CONFERENCE-KREHBIEL	\$ 120.00
PAYROLL CHECKS	PAYROLL CHECKS ON 03/13/2024	\$ 81,096.72
PAYROLL CHECKS	PAYROLL CHECKS ON 03/14/2024	\$ 30,000.00
	CLAIMS TOTAL	\$ 1,040,810.35

[Handwritten Signature]
3-27-24

Affidavit of Publication

STATE OF KANSAS,
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 21st day of March, 2024, with subsequent publications being made on the following dates:

_____, 2024 _____, 2024
_____, 2024 _____, 2024
_____, 2024 _____, 2024

Chris Strunk

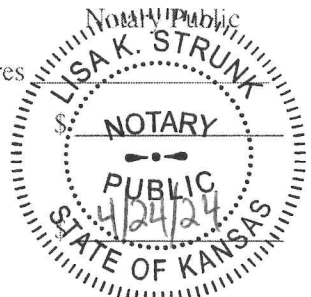
Subscribed and sworn to before me this 21st day of March, 2024.

Lisa K. Strunk

My commission expires

Additional copies

Printer's fee



Bel Aire public notice
(Published in The Ark Valley News March 21, 2024.)

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

Public notice is hereby given that the Governing Body of the City of Bel Aire, Kansas (the "Issuer"), will conduct a public hearing on April 2, 2024 at 7:00 p.m., or as soon thereafter as may be heard at City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas 67226 in regard to the issuance by the Issuer of its Taxable Industrial Revenue Bonds (Walton's 53rd Holdings LLC), in a principal amount not to exceed \$12,000,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued by the Issuer under authority of K.S.A. 12 1740 et seq., as amended, to pay the costs of acquiring, equipping and constructing a 100,000-square-foot facility to house a meat processing supply and equipment commercial facility located on Lot 8, Block C of the Sunflower Commerce Park Addition in the Issuer (just south of 53rd Street, between Webb Road and Greenwich Road). The Issuer further intends to lease such facility to Walton's 53rd Holdings LLC, a Kansas limited liability company, or a related entity (the "Tenant"). The governing body of the Issuer will not pass an ordinance authorizing the issuance of such revenue bonds until the public hearing has been concluded.

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

A copy of this Notice, together with a copy of the inducement resolution of the Issuer adopted to be considered for adoption on April 2, 2024, indicating the intent of the governing body of the Issuer to issue such Bonds and a report analyzing the costs and benefits of such property tax exemption are on file in the office of the Clerk, or will be as soon as completed, and available for public inspection during normal business hours.

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

Dated: March 19, 2024

CITY OF BELAIRE, KANSAS
Melissa Krehbiel, Clerk

Affidavit of Publication

STATE OF KANSAS,
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 21st day of March, 2024, with subsequent publications being made on the following dates:

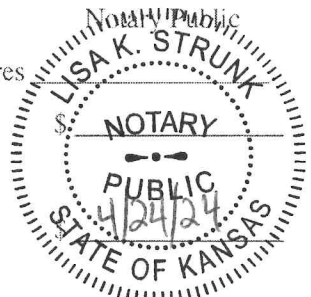
_____, 2024 _____, 2024
_____, 2024 _____, 2024
_____, 2024 _____, 2024

Chris Strunk

Subscribed and sworn to before me this 21st day of March, 2024.

Notary

My commission expires
Additional copies
Printer's fee



Bel Aire public notice
(Published in The Ark Valley News March 21, 2024.)

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

Public notice is hereby given that the Governing Body of the City of Bel Aire, Kansas (the "Issuer"), will conduct a public hearing on April 2, 2024 at 7:00 p.m., or as soon thereafter as may be heard at City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas 67226 in regard to the issuance by the Issuer of its Taxable Industrial Revenue Bonds (Walton's 53rd Holdings LLC), in a principal amount not to exceed \$12,000,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued by the Issuer under authority of K.S.A. 12 1740 et seq., as amended, to pay the costs of acquiring, equipping and constructing a 100,000-square-foot facility to house a meat processing supply and equipment commercial facility located on Lot 8, Block C of the Sunflower Commerce Park Addition in the Issuer (just south of 53rd Street, between Webb Road and Greenwich Road). The Issuer further intends to lease such facility to Walton's 53rd Holdings LLC, a Kansas limited liability company, or a related entity (the "Tenant"). The governing body of the Issuer will not pass an ordinance authorizing the issuance of such revenue bonds until the public hearing has been concluded.

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

A copy of this Notice, together with a copy of the inducement resolution of the Issuer adopted to be considered for adoption on April 2, 2024, indicating the intent of the governing body of the Issuer to issue such Bonds and a report analyzing the costs and benefits of such property tax exemption are on file in the office of the Clerk, or will be as soon as completed, and available for public inspection during normal business hours.

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

Dated: March 19, 2024

CITY OF BELAIRE, KANSAS
Melissa Krehbiel, Clerk

RESOLUTION NO. R-24-__

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS TO FINANCE ACQUIRING, CONSTRUCTING AND EQUIPPING A FACILITY TO HOUSE A MEAT PROCESSING SUPPLY AND EQUIPMENT COMMERCIAL FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

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

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the “Act”), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in a principal amount not to exceed \$12,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of acquiring, constructing, and equipping a 100,000-square-foot facility to house a meat processing supply and equipment commercial facility (the “Project”) to be located in the corporate limits of the Issuer and to be leased by the Issuer to Waltons 53rd Holdings LLC, a Kansas limited liability company, or another related legal entity (the “Tenant”).

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

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

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed \$12,000,000 (the “Bonds”) to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Bond Agreement or Trust Indenture, Site Lease, Project Lease or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers (the “Purchaser”), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. (“Bond Counsel”) in a form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals; and (g) the execution and delivery by the Tenant of an agreement for payment in lieu of taxes.

Section 4. **Property Tax Exemption and Payment in Lieu of Taxes.** The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) on property the uses of which are restricted pursuant to the provisions of K.S.A. 79-201a, *Second and Twenty-Fourth*; and (c) for real estate on which the Project is located. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals. The tax exemption granted is subject to the execution and delivery by the Tenant of an agreement for payment in lieu of taxes.

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

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

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

Section 8. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2024, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the governing body of the City of Bel Aire, Kansas on April 2, 2024.

[SEAL]

Mayor

Attest:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on April 2, 2024, as the same appears of record in my office.

DATED: April 2, 2024.

Clerk

Gilmore & Bell, P.C.
3/12/2024

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON APRIL 2, 2024**

The governing body met in regular session at the usual meeting place in the City on April 2, 2024, at 7:00 p. m., the following members being present and participating, to wit:

Absent:

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

(Other Proceedings)

Among other business, in accordance with a notice published on March 21, 2024, in the *The Ark Valley News*, a public hearing was held by the governing body relating to the proposed issuance of Taxable Industrial Revenue Bonds (Waltons 53rd Holdings LLC) in a principal amount not to exceed \$12,000,000 (the "Bonds") and regarding an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. All interested persons were afforded an opportunity to present their views on the issuance of the Bonds, the location and nature of the Project to be financed with the proceeds of the Bonds and the exemption from ad valorem taxation. Thereupon, the public hearing was closed.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS TO FINANCE ACQUIRING, CONSTRUCTING AND EQUIPPING A FACILITY TO HOUSE A MEAT PROCESSING SUPPLY AND EQUIPMENT COMMERCIAL FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

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

Aye: _____.

Nay: _____.

Thereupon, the Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-24-[] and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

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

CERTIFICATE

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

[SEAL]

Clerk

City of Bel Aire, Kansas

STAFF REPORT

DATE: March 25, 2024

TO: City Council

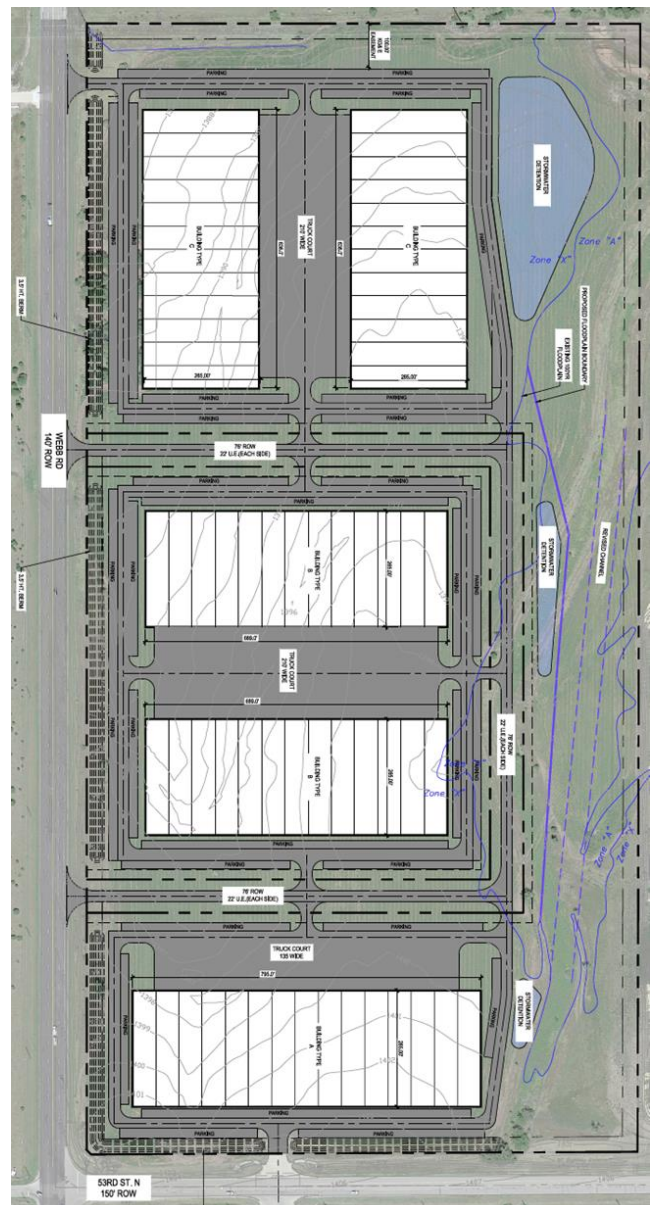
FROM: Ted Henry, City Manager

SUB: Aspen Funds LLC



The City of Bel Aire was contacted by Aspen Funds LLC., indicating their interest in constructing a new speculative building development on the northeast corner of 53rd Street and Webb Road.

Aspen Funds proposes an investment of \$105,000,000 to finance the construction of five buildings. It is anticipated that completing and fully leasing the 912,925 square foot development has the potential to create roughly 609 jobs with an average salary of \$44,000 in today's market.



As with other Industrial Revenue Bonds (IRBs) issued for such developments within the City of Bel Aire and surrounding communities, Aspen Funds wishes to approve a master Letter of Intent (LOI) that can be applied to all buildings as they are built in phases. The first phase will be to construct Building 1 (the southernmost facility) at an estimated cost of \$23,000,000. After the completion of the first phase, Aspen Funds will evaluate market demand and construct more buildings. All five buildings are anticipated to be completed around the end of Q4 of 2034.

Aspen Funds has submitted an Industrial Revenue Bond (IRB) application to secure property tax abatement and sales tax exemptions, thereby reducing the financial burden associated with their endeavors. Based on the value of the buildings and the anticipated number of employees, Aspen Funds and City Staff have agreed to an abatement schedule of 100% property tax exemption for the first years and 75% property tax exemption for years 6-10 (10 years in total). Staff feels this is not only in line with what other companies within the Sunflower Commerce Park have received but also a step in the right direction.

Additionally, Aspen Funds LLC has agreed to a 1% origination fee, not to exceed \$100,000, as set forth by the IRB Policy.

As part of the IRB process, two cost-benefit analyses have been conducted to assess the potential impact of Aspen Funds' development.

CBA of Building 1 Only:

The cost-benefit study, conducted by the Wichita State University Center for Economic Development and Business Research, indicates a favorable cost-benefit ratio of 1.34. A ratio exceeding 1.00 signifies that public benefits outweigh public costs during the evaluated period. Furthermore, Aspen Funds anticipates that upon the completion and full leasing of Building 1, which will consist of approximately 210,675 square feet, approximately 140 jobs will be created.

CBA of All 5 Buildings:

The cost-benefit study, conducted by the Wichita State University Center for Economic Development and Business Research, indicates a favorable cost-benefit ratio of 1.38. This ratio also signifies that public benefits outweigh public costs during the evaluated period. Furthermore, Aspen Funds anticipates that upon the completion and full leasing of all five buildings, which will consist of approximately 912,925 square feet, approximately 609 jobs will be created.

Given the positive findings and the potential benefits to our community, our staff recommends setting a public hearing at the April 16, 2024, City Council Meeting to further discuss and consider the Aspen Funds proposal.



March 20, 2024

Aspen Funds LLC
Daniel Schulte / Member
5700 West 112th Street, Suite 110
Overland Park, KS 66211

Re: Letter of Intent to Issue IRB’s and Provide Incentives for Construction of Speculative Facilities

Dear Mr. Schulte:

Subject to formal IRB document approval by the City Council of Bel Aire, this Letter of Intent with Aspen Funds LLC (hereinafter Aspen Funds) is submitted in order to set forth the agreement of the parties concerning the principal elements of Aspen Funds commitment to the City of Bel Aire and the City’s intent to provide the incentives outlined herein, including the issuance of Taxable Industrial Revenue Bonds pursuant to K.S.A. 12-1740 *et seq.*, to construct speculative buildings for use for industrial, manufacturing, warehouse, distribution, flex, and/or office purposes to be located immediately northeast of the intersection of 53rd Street North and Webb Road. This letter of intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined herein, and does not constitute a binding obligation of the parties until such actions have been taken and all documents contemplated herein are executed. This letter of intent is void if not signed and accepted by Aspen Funds within 30 days from the date of this letter. Absent subsequent rescission or extension by action of the governing body, this letter of intent to issue bonds and provide other incentives will remain in effect through December 31, 2034.

I. Industrial Revenue Bonds

At the option of Aspen Funds, the City intends to authorize the issuance of one or more series of Taxable Industrial Revenue Bonds (the “Bonds”) in an aggregate total principal amount not to exceed \$105,000,000 to finance the cost of acquiring land, equipping and constructing approximately five (5) buildings of approximately 912,925 square feet collectively for use in for industrial, manufacturing, warehouse, distribution, flex, and/or office purposes.

The Industrial Revenue Bonds will be privately placed by Aspen Funds, its investors and its lenders.

II. Other Incentives:

The City will assess a 1% origination fee on each series of Bonds that will be due at closing on each series of Bonds; provided, however, the total origination fee on each series of Bonds shall not exceed \$100,000.

The City Council hereby conditionally approves a 100% ad valorem property tax exemption on each portion of bond-financed property and project for years 1-5 following the issuance of bonds for such property and project, and 75% ad valorem property tax exemption on each portion of bond-financed property and project for years 6-10 following the issuance of bonds for such property and project, all subject to the tenant's ongoing compliance with the Industrial Revenue Bond Policy as well as conditions included in this letter and all related Bond documents. Under state law, no exemption may be granted from the ad valorem property tax levied by a school district for the capital outlay fund pursuant to the provisions of K.S.A. 72-53,113, which levy may not currently exceed 8 mills.

The City Council hereby conditionally approves a sales tax exemption in connection with the purchase of materials and equipment used in construction and equipping of the project based on IRB statutes of the State of Kansas.

The City may revoke any ad valorem property tax abatement or impose a payment in lieu of taxes in the amount of any ad valorem property taxes abated in the event the City Council finds, upon the fifth year after the date of this letter of intent, that Aspen Funds LLC has not constructed at least one (1) building and achieved a capital investment over the whole development of \$16,000,000.

III. Other Conditions:

Issuance and closing of the Bonds is subject to negotiation of the Bond documents, including an approving Ordinance, Site Lease, Project Lease, Trust Indenture and Bond Purchase Agreement, compliance with state law and City ordinances and policies for the issuance of the Bonds, and receipt of commitments for the purchase of Bonds from lenders / equity holders.

Execution of guarantees for payment of bonds may be required by the owner of the bonds.

Aspen Funds LLC agrees to:

- 1.) identify all owners of Aspen Funds LLC and their portion of equity;
- 2.) identify the officers of Aspen Funds LLC;
- 3.) notify the City of any changes in ownership or officers as long as the bonds are outstanding;
- 4.) provide the City with copies of current financial statements, business plan and financial projections for Aspen Funds LLC facilities;
- 5.) pay all costs incurred by the City for processing the application and issuance of the bonds;
- 6.) pay the City an Administrative fee of \$2,500 per year for the time period in which the bonds are outstanding;
- 7.) obtain a commitment for a policy of title insuring the title of the real property on which the Project will be constructed;
- 8.) cooperate with any annual compliance procedures the City may require in compliance with the Bond documents, including any annual reports required of the applicant as well as any inspections of the applicant's premises or interviews with the applicant's staff;
- 9.) lease the Project to tenants for use as industrial, manufacturing, warehouse, distribution, flex, and/or office facilities.

- 10.) Aspen Funds LLC may sublease to tenants in the ordinary course without notice to the city or consent of the city as long as the tenants are using the space for industrial, manufacturing, warehouse, distribution, flex, and/or office purposes as allowed for in the Planned Unit Development Agreement.
- 11.) Abatement percentage will not be changed after a five-year review if the \$16,000,000 capital investment has been achieved.
- 12.) Applicant may assign any resolution of intent obtained for the issuance of IRBs to affiliate(s) of the Aspen Funds LLC, provided that they inform the city of this action.

IV. Assignment of Letter of Intent

This Letter of Intent is not assignable by Aspen Funds LLC without the City’s express written approval, except to an affiliate.

Sincerely,

Jim Benage, Mayor

Date

Attest:

Ted Henry, City Manager

Accepted:

Aspen Funds LLC

Daniel Schulte, Member

Date

CEDBR-FISCAL IMPACT MODEL - FIRM DATA SHEET

COMPANY INFORMATION

VERSION OF ANALYSIS V1

Company name or project name	Aspen Funds, LLC
Contact name	Daniel Schulte
Contact telephone number	913-353-4837
Contact e-mail address	
Company NAICS Code - <i>Please select a NAICS code from the list provided. Model parameters are set based on the NAICS selected.</i>	420000 Wholesale trade
Substitution Override	75.00%
Year of application	2024

SITE LOCATION

Street Address	
City	Bel Aire
County	Sedgwick
School District	375 Circle
Special District	Select

If incentives are being requested for more than one physical location, and these locations are in different taxing jurisdictions, then a separate firm data sheet must be filled out for each location. If the property is located in a special taxing district or industrial zone, please contact CEDBR.

REAL PROPERTY CONSTRUCTION AND IMPROVEMENTS - If construction is expected to significantly exceed 12-months allocate expenditures to multiple expansions.

Expansion:	#1	#2	#3	#4	#5	Building: Annualized appreciation / depreciation rate:
Year of expansion	2026	2028	2030	2032	2034	
<i>Market value of firm's initial NEW OR ADDITIONAL investment in:</i>						
Land	\$549,729	\$1,071,972	\$476,432	\$439,783	\$439,783	0%
Building and improvements	\$20,345,558	\$20,293,259	\$16,114,106	\$16,314,033	\$17,753,506	
Furniture, fixtures and equipment (including machinery)	\$2,106,750	\$2,044,952	\$2,264,054	\$2,292,144	\$2,494,392	
Initial construction or expansion:						Automated Assumption (On/Off)
Cost of construction at the firm's new or expanded facility	\$20,345,558	\$20,293,259	\$16,114,106	\$16,314,033	\$17,753,506	
Share of materials	40%	40%	40%	40%	40%	Off
Share of salaries	60%	60%	60%	60%	60%	Off
<i>Amount of taxable construction materials purchased in:</i>						
City	\$0	\$0	\$0	\$0	\$0	On
County (should include city amount)	\$8,138,223	\$8,117,304	\$6,445,642	\$6,525,613	\$7,101,402	On
State (should include city and county amounts)	\$8,138,223	\$8,117,304	\$6,445,642	\$6,525,613	\$7,101,402	On
<i>Amount of taxable furniture, fixtures and equipment purchased in:</i>						
City	\$0	\$0	\$0	\$0	\$0	On
County (should include city amount)	\$2,106,750	\$2,044,952	\$2,264,054	\$2,292,144	\$2,494,392	On
State (should include city and county amounts)	\$2,106,750	\$2,044,952	\$2,264,054	\$2,292,144	\$2,494,392	On

OPERATIONS

First Year of Full Operations As a Result of This Project	2026	
New or additional :	Sales	Purchases
Year 1	\$316,013	\$410,816
Year 2	\$331,814	\$61,622
Year 3	\$605,691	\$766,857
Year 4	\$635,976	\$115,029
Year 5	\$909,853	\$1,122,898
Year 6	\$955,346	\$168,435
Year 7	\$1,208,156	\$1,451,551
Year 8	\$1,268,564	\$217,733
Year 9	\$1,521,374	\$1,780,204
Year 10	\$1,597,442	\$267,031
Year 11	\$1,629,391	\$272,371
Year 12	\$1,661,979	\$277,819
Year 13	\$1,695,219	\$283,375
Year 14	\$1,729,123	\$289,043
Year 15	\$1,763,705	\$294,823
Year 16	\$1,798,980	\$300,720
Year 17	\$1,834,959	\$306,734
Year 18	\$1,871,658	\$312,869
Year 19	\$1,909,091	\$319,126
Year 20	\$1,947,273	\$325,509
Automated Assumption (On/Off)	On	On
<i>Percent of these sales subject to sales taxes in the:</i>	<i>Sales</i>	<i>Purchases</i>
City	15.0%	15.0%
County	30.0%	30.0%
State	30.0%	30.0%
Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:		0.0%

EMPLOYMENT

Number of NEW employees to be hired each year as a result of this project	Kansas Total (Net new each year)	#Out-of-State	#Out-of-county (From KS)	Remote Worker (out-of-state)	Weighted AVG Annual Salary	Weighted AVG Bonus & Overtime
Year 1	140	10	7	0	\$44,000	\$0
Year 2	4	0	0	0	\$45,320	\$0
Year 3	122	9	6	0	\$46,640	\$0
Year 4	6	0	0	0	\$48,039	\$0
Year 5	122	9	6	0	\$49,438	\$0
Year 6	8	1	0	0	\$50,922	\$0
Year 7	112	8	5	0	\$52,405	\$0
Year 8	10	1	0	0	\$53,977	\$0
Year 9	112	8	5	0	\$55,549	\$0
Year 10	12	1	1	0	\$57,215	\$0
Year 11	12	1	1	0	\$58,932	\$0
Year 12	13	1	1	0	\$60,700	\$0
Year 13	13	1	1	0	\$62,521	\$0
Year 14	14	1	1	0	\$64,396	\$0
Year 15	14	1	1	0	\$66,328	\$0
Year 16	15	1	1	0	\$68,318	\$0
Year 17	15	1	1	0	\$70,368	\$0
Year 18	16	1	1	0	\$72,479	\$0
Year 19	16	1	1	0	\$74,653	\$0
Year 20	17	1	1	0	\$76,893	\$0
Automated Assumption (On/Off)		On	On		On	On
Notes	FTE: 40-hours=1; 20-hours=0.5	The assumption will be based on county specific labor slack and historic migration trends.		Only include workers related to this project.	Include future raises (Nominal values)	Include future increases (Nominal values)

VISITORS - Include customers, vendors and company employees from other locations in the count of visitors

Number of ADDITIONAL visitors expected as a result of this project	Out-of-county		In county		Number of days	Out-of-county		In county	
Year 1		233		-		0.0		2.0	
Year 2		244		-		0.0		1.0	
Year 3		443		-					
Year 4		453		-					
Year 5		657		-					
Year 6		669		-					
Year 7		856		-					
Year 8		873		-					
Year 9		1,059		-					
Year 10		1,079		-					
Year 11		1,099		-					
Year 12		1,121		-					
Year 13		1,143		-					
Year 14		1,166		-					
Year 15		1,189		-					
Year 16		1,214		-					
Year 17		1,239		-					
Year 18		1,266		-					
Year 19		1,293		-					
Year 20		1,321		-					

Percent of visitors traveling:			
	on business		75%
	for leisure		25%

Percentage of visitor's expenditures spent in:			
	the same city	0%	20%
	the same county	0%	80%
	in Kansas	0%	100%

Net fiscal impact:	No
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PAYMENT BY THE COMPANY TO TAXING JURISDICTIONS - Such as payments in lieu of taxes

Firm payments to the:	City	County	State	School District
Year 1	\$0	\$0	\$0	\$44,428
Year 2	\$0	\$0	\$0	\$44,428
Year 3	\$0	\$0	\$0	\$79,305
Year 4	\$0	\$0	\$0	\$79,305
Year 5	\$0	\$0	\$0	\$115,670
Year 6	\$165,591	\$111,632	\$5,776	\$317,440
Year 7	\$215,850	\$145,513	\$7,530	\$415,070
Year 8	\$215,850	\$145,513	\$7,530	\$415,070
Year 9	\$270,528	\$182,374	\$9,437	\$521,292
Year 10	\$270,528	\$182,374	\$9,437	\$521,292
Year 11	\$1,114,577	\$751,381	\$38,881	\$1,552,736
Year 12	\$1,114,577	\$751,381	\$38,881	\$1,552,736
Year 13	\$1,148,015	\$773,922	\$40,047	\$1,599,318
Year 14	\$1,148,015	\$773,922	\$40,047	\$1,599,318
Year 15	\$1,182,455	\$797,140	\$41,248	\$1,647,297
Year 16	\$1,182,455	\$797,140	\$41,248	\$1,647,297
Year 17	\$1,217,929	\$821,054	\$42,486	\$1,696,716
Year 18	\$1,217,929	\$821,054	\$42,486	\$1,696,716
Year 19	\$1,254,467	\$845,686	\$43,760	\$1,747,618
Year 20	\$1,254,467	\$845,686	\$43,760	\$1,747,618

CEDBR-FISCAL IMPACT MODEL - INCENTIVE INFORMATION

CONTACT INFORMATION FOR CEDBR REGARDING INCENTIVE AMOUNTS			
Contact name			
Contact telephone number			
Contact e-mail address			
SALES TAX EXEMPTION ON CONSTRUCTION MATERIALS			
	Yes/No	% funded by IRB	
EXPANSION #1	no	0.0%	
EXPANSION #2	no	0.0%	
EXPANSION #3	no	0.0%	
EXPANSION #4	no	0.0%	
EXPANSION #5	no	0.0%	
SALES TAX EXEMPTION FOR OPERATIONS			
Value of sales tax exemption for OPERATIONS:	City	County	State
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			
PROPERTY TAX ABATEMENT			
Property tax abatement - Real property land and buildings			
Number of Years			10
Percentage	100% yr 1-5, 75% yr 6-10		
Property tax abatement - Machinery and equipment			
Number of Years			10
Percentage	100% yr 1-5, 75% yr 6-10		

FORGIVABLE LOANS - Cash value			
Forgivable loans (cash value):	CITY	COUNTY	STATE
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			
INFRASTRUCTURE IMPROVEMENTS - Cash value			
	CITY	COUNTY	STATE
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			

OTHER INCENTIVES - Cash value				
	CITY	COUNTY	STATE	
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Year 8				
Year 9				
Year 10				
Year 11				
Year 12				
Year 13				
Year 14				
Year 15				
Year 16				
Year 17				
Year 18				
Year 19				
Year 20				
STATE PROGRAMS - Cash value				
	HPIP	PEAK	TRAINING	OTHER
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Year 8				
Year 9				
Year 10				
Year 11				
Year 12				
Year 13				
Year 14				
Year 15				
Year 16				
Year 17				
Year 18				
Year 19				
Year 20				

CEDBR-FISCAL IMPACT MODEL - RESULTS



1845 Fairmount St.
Wichita, Kansas 67260-0121
(316) 978-3225

DATE OF ANALYSIS 3/8/2024
TIME OF ANALYSIS 10:38 AM



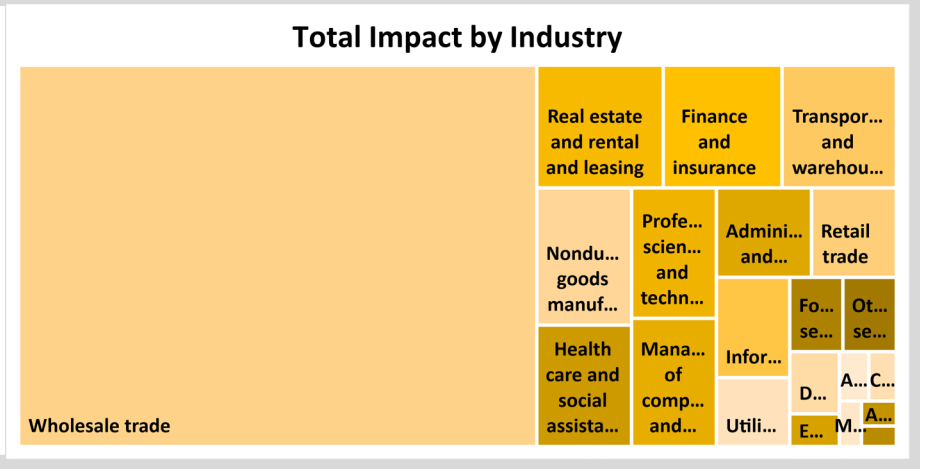
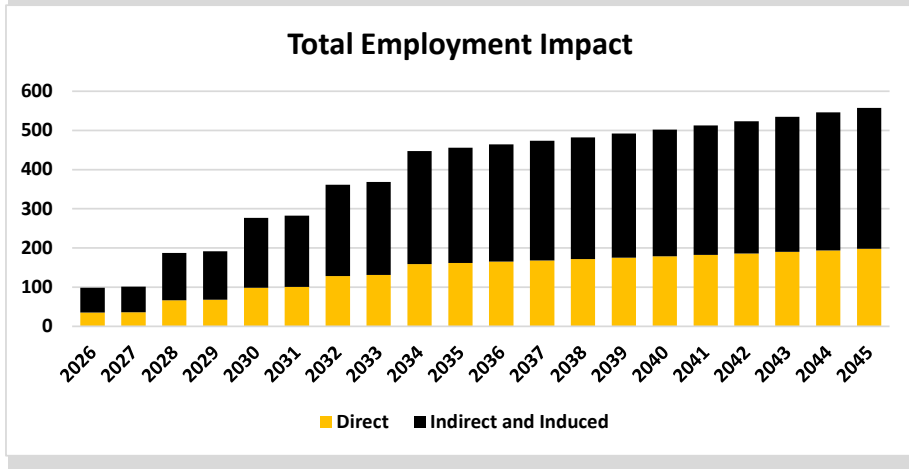
FIRM IMPACT

VERSION OF ANALYSIS V1

FIRM SUMMARY		
Company Name	Aspen Funds, LLC	
	10-year period	20-year period
Number of new jobs	648	793
Amount of payroll	\$205,732,831	\$696,952,666
Amount of capital investment	\$105,000,453	\$105,000,453
Land	\$2,977,699	\$2,977,699
Buildings	\$90,820,462	\$90,820,462
Machinery and Equipment	\$11,202,292	\$11,202,292
Substitution percentage	75.0%	OVERIDDEN

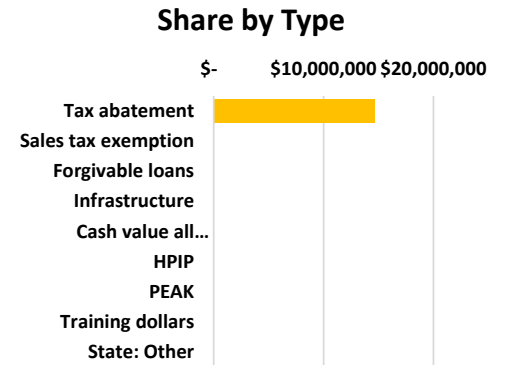
Firm NAICS code	420000 Wholesale trade
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IMPACT SUMMARY			
	Construction	Firm	
	Total	10-year period	20-year period
Jobs			
Direct	896	162	198
Total	1,618	456	558
Payroll earnings			
Direct	\$54,492,277	\$51,433,208	\$ 174,238,166
Total	\$89,383,682	\$104,054,523	\$ 352,501,234
Multiplier			
Jobs	1.81	2.81	
Earnings	1.64	2.02	

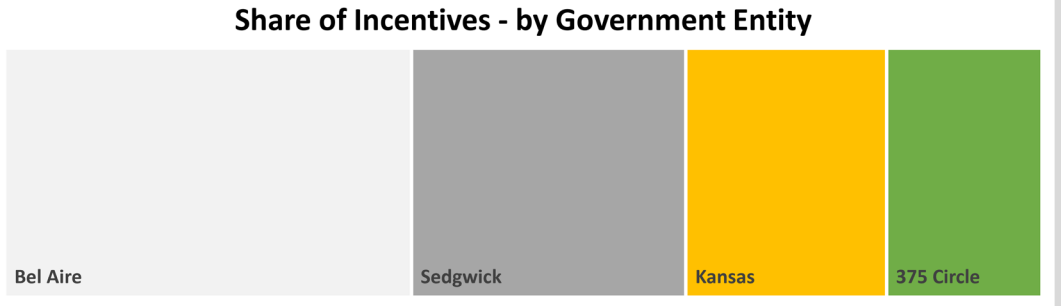


FISCAL IMPACT

INCENTIVE SUMMARY					
	City	County	State	School District	Special District
	Bel Aire	Sedgwick	Kansas	375 Circle	Select
Tax abatement	\$ 5,762,294	\$ 3,884,737	\$ 2,843,781	\$ 2,200,822	\$ -
Sales tax exemption	\$ -	\$ -	\$ -		
Forgivable loans	\$ -	\$ -	\$ -		
Infrastructure	\$ -	\$ -	\$ -		
Cash value all other incentives	\$ -	\$ -	\$ -		
HPIP			\$ -		
PEAK			\$ -		
Training dollars			\$ -		
State: Other			\$ -		
Total	\$ 5,762,294	\$ 3,884,737	\$ 2,843,781	\$ 2,200,822	\$ -



TAX ABATEMENT PARAMETERS	
<i>Real Property</i>	
Number of years	10
Percentage	100% yr 1-5, 75% yr 6-10
<i>Personal Property</i>	
Number of years	10
Percentage	100% yr 1-5, 75% yr 6-10



	City		County		State	
	Bel Aire		Sedgwick		Kansas	
	10-year period	20-year period	10-year period	20-year period	10-year period	20-year period
Present value of net benefits	\$1,781,975	\$14,689,985	\$1,382,587	\$10,183,534	\$15,863,813	\$33,157,967
<i>Rate of Return on Investment</i>						
Net public benefits	\$1,781,975	\$14,689,985	\$1,382,587	\$10,183,534	\$15,863,813	\$33,157,967
Public costs	\$4,673,830	\$4,673,830	\$3,150,932	\$3,150,932	\$3,003,887	\$3,947,654
ROI	38.1%	314.3%	43.9%	323.2%	528.1%	839.9%
<i>Benefit-Cost Ratio</i>						
Public benefits	\$6,455,804	\$19,363,814	\$4,533,520	\$13,334,467	\$18,867,700	\$37,105,621
Public costs	\$4,673,830	\$4,673,830	\$3,150,932	\$3,150,932	\$3,003,887	\$3,947,654
Benefit-Cost Ratio	1.38	4.14	1.44	4.23	6.28	9.40

A 10-year period accounts for a business or economic cycle. Estimates beyond that period of time include increased risk and decreased accuracy due to market volatility and changes in public policy.

A benefit-cost ratio over 1 equates to public benefits being greater than public costs during the period.

	School District		Special District	
	375 Circle		Select	
	10-year period	20-year period	10-year period	20-year period
Present value of net benefits	\$3,351,722	\$16,393,485	\$0	\$ -
<i>Rate of Return on Investment</i>				
Net public benefits	\$3,351,722	\$16,393,485	\$0	\$0
Public costs	\$2,647,930	\$3,815,770	\$0	\$0
ROI	126.6%	429.6%	NA	NA
<i>Benefit-Cost Ratio</i>				
Public benefits	\$5,999,652	\$20,209,255	\$0	\$0
Public costs	\$2,647,930	\$3,815,770	\$0	\$0
Benefit-Cost Ratio	2.27	5.30	NA	NA

In the preparation of this report, the Center for Economic Development and Business Research assumed that all information and data provided by the applicant or others is accurate and reliable. CEDBR did not take extraordinary steps to verify or audit such information, but relied on such information and data as provided for purposes of the project.

This analysis requires CEDBR to make predictive forecasts, estimates and/or projections (hereinafter collectively referred to as "FORWARD-LOOKING STATEMENTS"). These FORWARD-LOOKING STATEMENTS are based on information and data provided by others and involve risks, uncertainties and assumptions that are difficult to predict. The FORWARD-LOOKING STATEMENTS should not be considered as guarantees or assurances that a certain level of performance will be achieved or that certain events will occur. While CEDBR believes that all FORWARD-LOOKING STATEMENTS it provides are reasonable based on the information and data available at the time of writing, actual outcomes and results are dependent on a variety of factors and may differ materially from what is expressed or forecast. CEDBR does not assume any responsibility for any and all decisions made or actions taken based upon the FORWARD-LOOKING STATEMENTS provided by CEDBR.

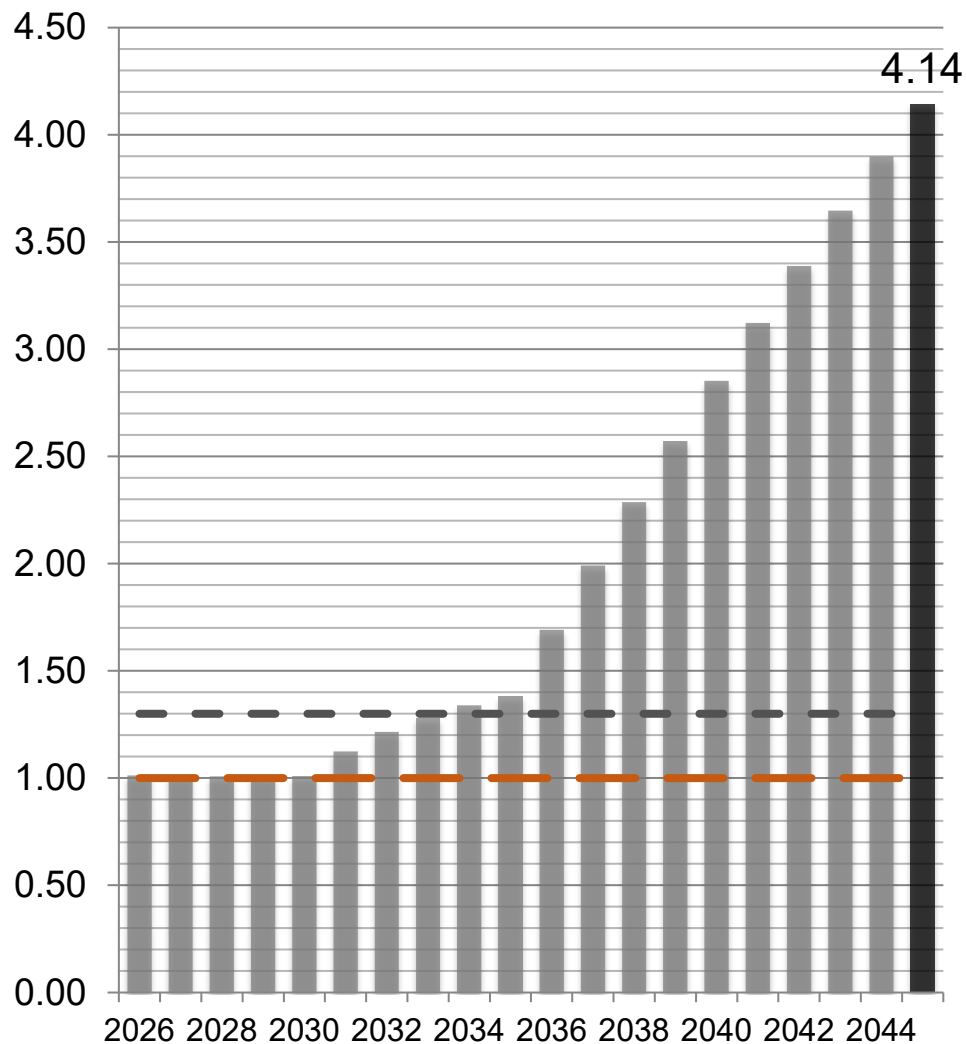


Center for Economic Development and Business Research
 Wichita State University
 1845 Fairmount St.
 Wichita, Kansas 67260-0121
 (316) 978-3225

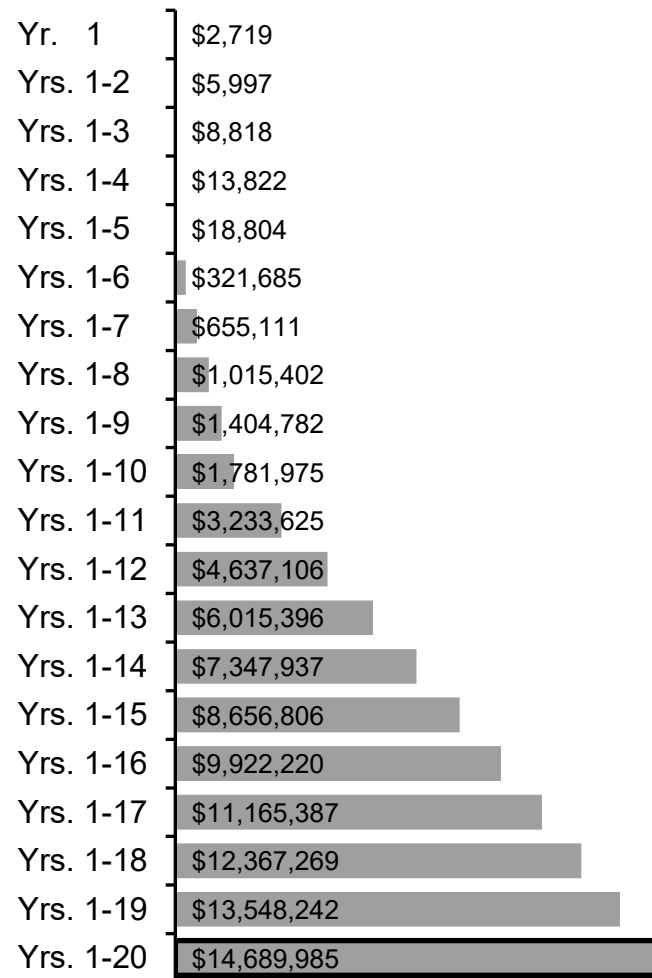
Project or Company Name: Aspen Funds, LLC
 3/8/2024

Bel Aire - Total

Benefit-Cost Ratio



Present Value of Net Benefits



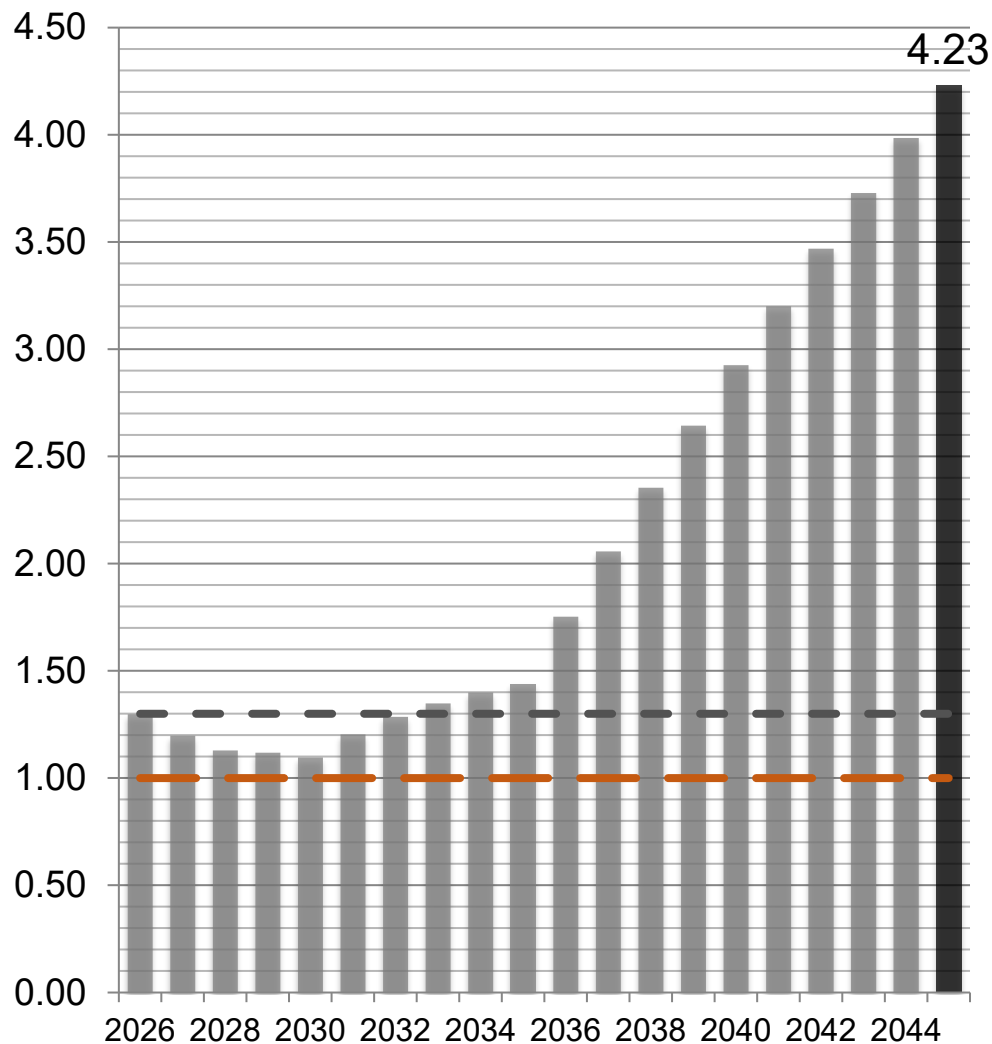


Center for Economic Development and Business Research
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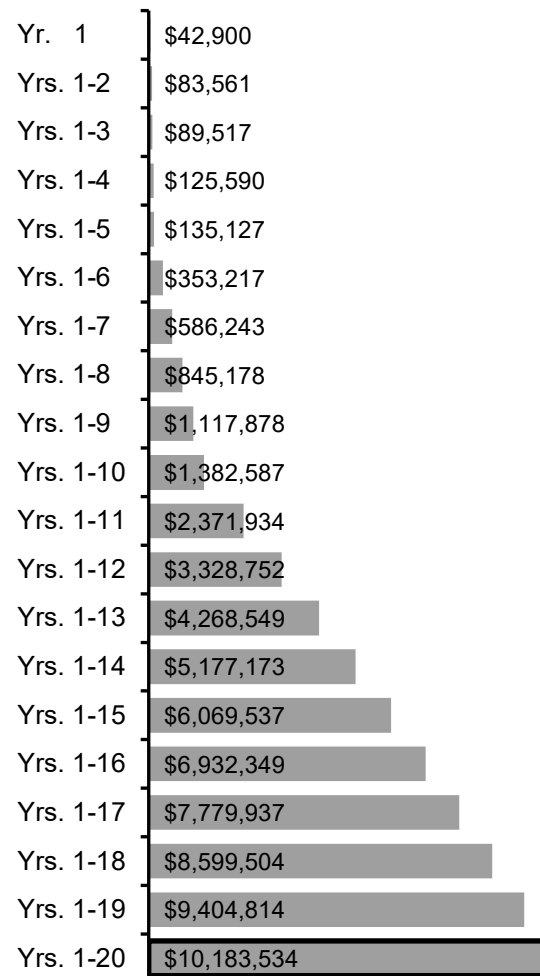
Project or Company Name: Aspen Funds, LLC
 3/8/2024

Sedgwick

Benefit-Cost Ratio



Present Value of Net Benefits



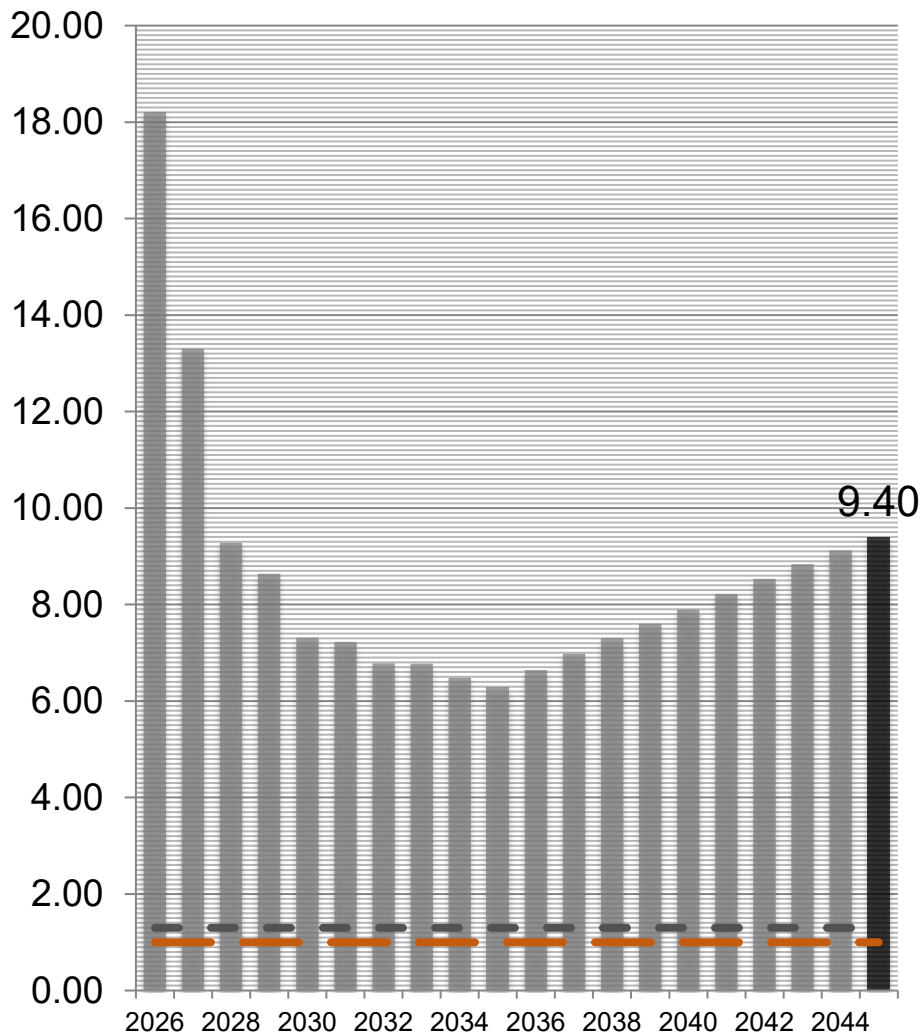


Center for Economic Development and Business Research
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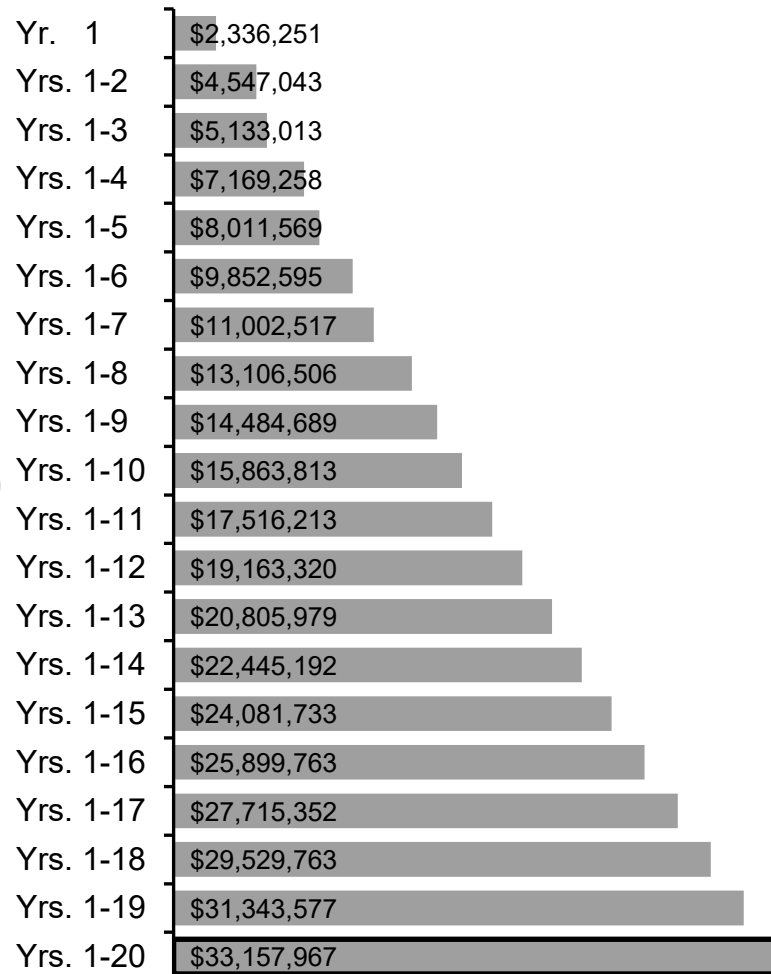
Project or Company Name: Aspen Funds, LLC
 3/8/2024

Kansas

Benefit-Cost Ratio



Present Value of Net Benefits



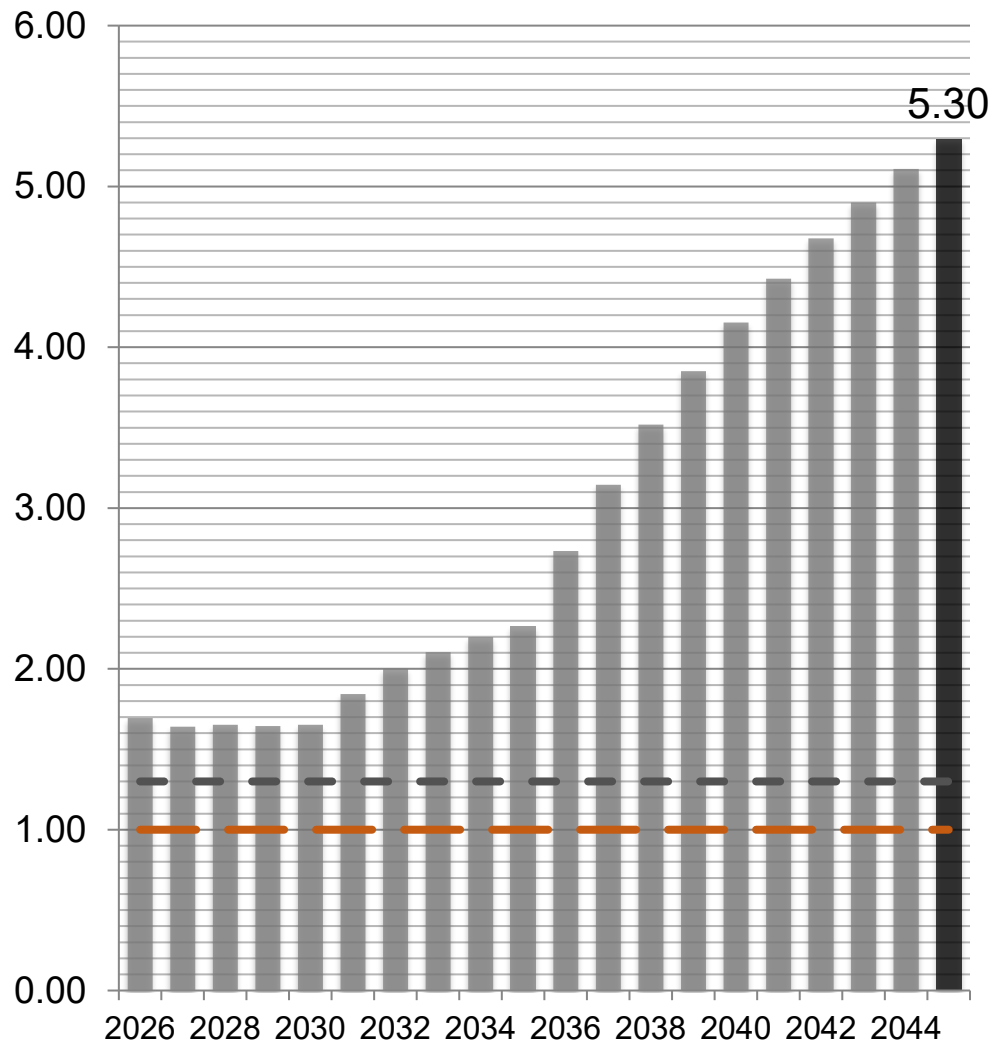


Center for Economic Development and Business Research
 Wichita State University
 1845 Fairmount St.
 Wichita, Kansas 67260-0121
 (316) 978-3225

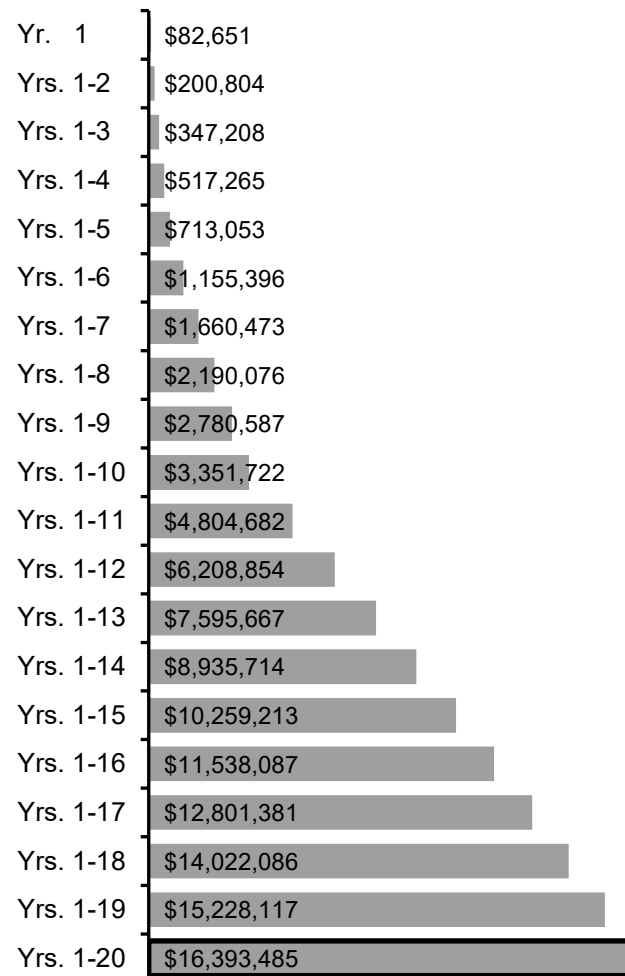
Project or Company Name: Aspen Funds, LLC
 3/8/2024

375 Circle

Benefit-Cost Ratio



Present Value of Net Benefits



CEDBR-FISCAL IMPACT MODEL - FIRM DATA SHEET

COMPANY INFORMATION

VERSION OF ANALYSIS V1

Company name or project name	Aspen Funds, LLC and/or its assigns
Contact name	Daniel Schulte
Contact telephone number	913-353-4837
Contact e-mail address	dan@aspenfunds.us
Company NAICS Code - <i>Please select a NAICS code from the list provided. Model parameters are set based on the NAICS selected.</i>	420000 Wholesale trade
Substitution Override	75.00%
Year of application	2024

SITE LOCATION

Street Address	
City	Bel Aire
County	Sedgwick
School District	375 Circle
Special District	Select

If incentives are being requested for more than one physical location, and these locations are in different taxing jurisdictions, then a separate firm data sheet must be filled out for each location. If the property is located in a special taxing district or industrial zone, please contact CEDBR.

REAL PROPERTY CONSTRUCTION AND IMPROVEMENTS - If construction is expected to significantly exceed 12-months allocate expenditures to multiple expansions.

Expansion:	#1	#2	#3	#4	#5	
Year of expansion	2026					Building: Annualized appreciation / depreciation rate:
<i>Market value of firm's initial NEW OR ADDITIONAL investment in:</i>						
Land	\$549,729					0%
Building and improvements	\$20,343,521					Automated Assumption (On/Off)
Furniture, fixtures and equipment (including machinery)	\$2,106,750					
Initial construction or expansion:						
Cost of construction at the firm's new or expanded facility	\$20,343,521	\$0	\$0	\$0	\$0	
Share of materials	40%	50%	0%	0%	0%	Off
Share of salaries	60%	50%	0%	0%	0%	Off
<i>Amount of taxable construction materials purchased in:</i>						
City	\$0	\$0	\$0	\$0	\$0	On
County (should include city amount)	\$8,137,408	\$0	\$0	\$0	\$0	On
State (should include city and county amounts)	\$8,137,408	\$0	\$0	\$0	\$0	On
<i>Amount of taxable furniture, fixtures and equipment purchased in:</i>						
City	\$0	\$0	\$0	\$0	\$0	On
County (should include city amount)	\$2,106,750	\$0	\$0	\$0	\$0	On
State (should include city and county amounts)	\$2,106,750	\$0	\$0	\$0	\$0	On

OPERATIONS

First Year of Full Operations As a Result of This Project	2026	
New or additional :	Sales	Purchases
Year 1	\$316,013	\$410,816
Year 2	\$325,493	\$61,622
Year 3	\$335,258	\$63,471
Year 4	\$345,316	\$65,375
Year 5	\$355,675	\$67,336
Year 6	\$366,346	\$69,357
Year 7	\$377,336	\$71,437
Year 8	\$388,656	\$73,580
Year 9	\$400,316	\$75,788
Year 10	\$412,325	\$78,061
Year 11	\$424,695	\$80,403
Year 12	\$437,436	\$82,815
Year 13	\$450,559	\$85,300
Year 14	\$464,076	\$87,859
Year 15	\$477,998	\$90,495
Year 16	\$492,338	\$93,209
Year 17	\$507,108	\$96,006
Year 18	\$522,321	\$98,886
Year 19	\$537,991	\$101,852
Year 20	\$554,131	\$104,908
Automated Assumption (On/Off)	On	On
<i>Percent of these sales subject to sales taxes in the:</i>	<i>Sales</i>	<i>Purchases</i>
City	0.0%	0.0%
County	100.0%	100.0%
State	100.0%	100.0%
Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:		0.0%

EMPLOYMENT

Number of NEW employees to be hired each year as a result of this project	Kansas Total (Net new each year)	#Out-of-State	#Out-of-county (From KS)	Remote Worker (out-of-state)	Weighted AVG Annual Salary	Weighted AVG Bonus & Overtime
Year 1	140	28	42	0	\$44,000	\$0
Year 2	1	0	0	0	\$45,320	\$0
Year 3	1	0	0	0	\$46,640	\$0
Year 4	1	0	0	0	\$48,039	\$0
Year 5	1	0	0	0	\$49,438	\$0
Year 6	1	0	0	0	\$50,922	\$0
Year 7	1	0	0	0	\$52,405	\$0
Year 8	1	0	0	0	\$53,977	\$0
Year 9	1	0	0	0	\$55,549	\$0
Year 10	1	0	0	0	\$57,215	\$0
Year 11	1	0	0	0	\$58,932	\$0
Year 12	1	0	0	0	\$60,700	\$0
Year 13	1	0	0	0	\$62,521	\$0
Year 14	1	0	0	0	\$64,396	\$0
Year 15	1	0	0	0	\$66,328	\$0
Year 16	1	0	0	0	\$68,318	\$0
Year 17	1	0	0	0	\$70,368	\$0
Year 18	1	0	0	0	\$72,479	\$0
Year 19	1	0	0	0	\$74,653	\$0
Year 20	1	0	0	0	\$76,893	\$0
Automated Assumption (On/Off)		On	On		On	On
Notes	FTE: 40-hours=1; 20-hours=0.5	The assumption will be based on county specific labor slack and historic migration trends.		Only include workers related to this project.	Include future raises (Nominal values)	Include future increases (Nominal values)

VISITORS - Include customers, vendors and company employees from other locations in the count of visitors

Number of ADDITIONAL visitors expected as a result of this project	Out-of-county		In county		Number of days	Out-of-county		In county	
Year 1		0		233			0.0		2.0
Year 2		0		235					
Year 3		0		237			0.0		1.0
Year 4		0		238					
Year 5		0		240					
Year 6		0		242					
Year 7		0		243					
Year 8		0		245					
Year 9		0		247					
Year 10		0		248					
Year 11		0		250					
Year 12		0		252					
Year 13		0		253					
Year 14		0		255					
Year 15		0		257					
Year 16		0		258					
Year 17		0		260					
Year 18		0		262					
Year 19		0		263					
Year 20		0		265					

Percent of visitors traveling:	
on business	75%
for leisure	25%

Percentage of visitor's expenditures spent in:		
the same city	0%	5%
the same county	0%	100%
in Kansas	0%	100%

Net fiscal impact:	No
---------------------------	----

PAYMENT BY THE COMPANY TO TAXING JURISDICTIONS - Such as payments in lieu of taxes

Firm payments to the:	City	County	State	School District
Year 1	\$0	\$0	\$0	\$44,423
Year 2	\$0	\$0	\$0	\$44,423
Year 3	\$0	\$0	\$0	\$44,423
Year 4	\$0	\$0	\$0	\$44,423
Year 5	\$0	\$0	\$0	\$44,423
Year 6	\$65,577	\$44,208	\$2,288	\$119,555
Year 7	\$67,544	\$45,534	\$2,356	\$119,620
Year 8	\$67,544	\$45,534	\$2,356	\$119,620
Year 9	\$69,571	\$46,900	\$2,427	\$119,688
Year 10	\$69,571	\$46,900	\$2,427	\$119,688
Year 11	\$286,631	\$193,229	\$9,999	\$345,759
Year 12	\$286,631	\$193,229	\$9,999	\$345,759
Year 13	\$295,229	\$199,026	\$10,299	\$346,046
Year 14	\$295,229	\$199,026	\$10,299	\$346,046
Year 15	\$304,086	\$204,997	\$10,608	\$346,340
Year 16	\$304,086	\$204,997	\$10,608	\$346,340
Year 17	\$313,209	\$211,147	\$10,926	\$346,644
Year 18	\$313,209	\$211,147	\$10,926	\$346,644
Year 19	\$322,605	\$217,481	\$11,254	\$346,957
Year 20	\$322,605	\$217,481	\$11,254	\$346,957

CEDBR-FISCAL IMPACT MODEL - INCENTIVE INFORMATION

CONTACT INFORMATION FOR CEDBR REGARDING INCENTIVE AMOUNTS			
Contact name			
Contact telephone number			
Contact e-mail address			
SALES TAX EXEMPTION ON CONSTRUCTION MATERIALS			
	Yes/No	% funded by IRB	
EXPANSION #1	no	0.0%	
EXPANSION #2	no	0.0%	
EXPANSION #3	no	0.0%	
EXPANSION #4	no	0.0%	
EXPANSION #5	no	0.0%	
SALES TAX EXEMPTION FOR OPERATIONS			
Value of sales tax exemption for OPERATIONS:	City	County	State
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			
PROPERTY TAX ABATEMENT			
Property tax abatement - Real property land and buildings			
Number of Years			10
Percentage	100% yr 1-5, 75% yr 6-10		
Property tax abatement - Machinery and equipment			
Number of Years			10
Percentage	100% yr 1-5, 75% yr 6-10		

FORGIVABLE LOANS - Cash value			
Forgivable loans (cash value):	CITY	COUNTY	STATE
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			
INFRASTRUCTURE IMPROVEMENTS - Cash value			
	CITY	COUNTY	STATE
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			

OTHER INCENTIVES - Cash value				
	CITY	COUNTY	STATE	
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Year 8				
Year 9				
Year 10				
Year 11				
Year 12				
Year 13				
Year 14				
Year 15				
Year 16				
Year 17				
Year 18				
Year 19				
Year 20				
STATE PROGRAMS - Cash value				
	HPIP	PEAK	TRAINING	OTHER
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Year 8				
Year 9				
Year 10				
Year 11				
Year 12				
Year 13				
Year 14				
Year 15				
Year 16				
Year 17				
Year 18				
Year 19				
Year 20				

CEDBR-FISCAL IMPACT MODEL - RESULTS



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DATE OF ANALYSIS 3/8/2024
TIME OF ANALYSIS 10:37 AM

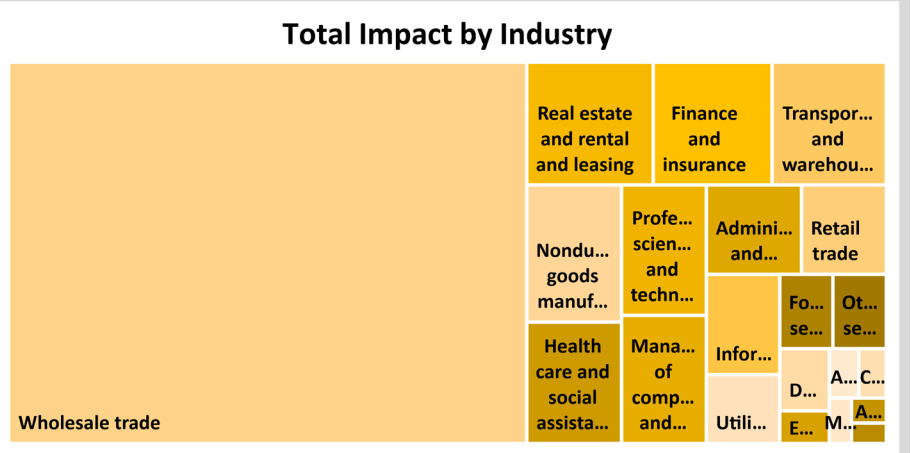
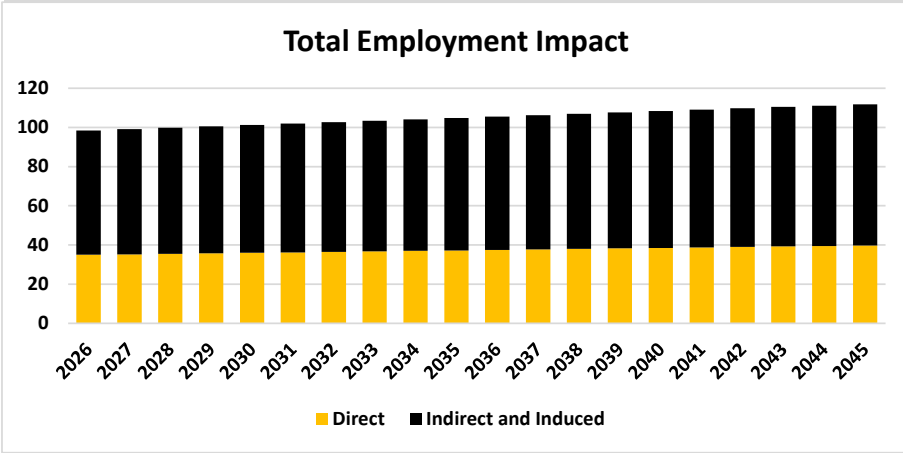


FIRM IMPACT **VERSION OF ANALYSIS V1**

FIRM SUMMARY		
Company Name	Aspen Funds, LLC and/or its assignees	
	10-year period	20-year period
Number of new jobs	149	159
Amount of payroll	\$72,877,396	\$177,420,313
Amount of capital investment	\$23,000,000	\$23,000,000
Land	\$549,729	\$549,729
Buildings	\$20,343,521	\$20,343,521
Machinery and Equipment	\$2,106,750	\$2,106,750
Substitution percentage	75.0%	OVERIDDEN

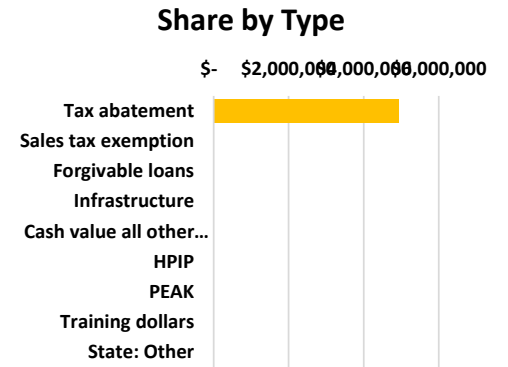
Firm NAICS code	420000 Wholesale trade
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IMPACT SUMMARY			
	Construction	Firm	
	Total	10-year period	20-year period
Jobs			
Direct	201	37	40
Total	362	105	112
Payroll earnings			
Direct	\$12,206,113	\$18,219,349	\$ 44,355,078
Total	\$20,021,686	\$36,859,565	\$ 89,734,759
Multiplier			
Jobs	1.81	2.81	
Earnings	1.64	2.02	

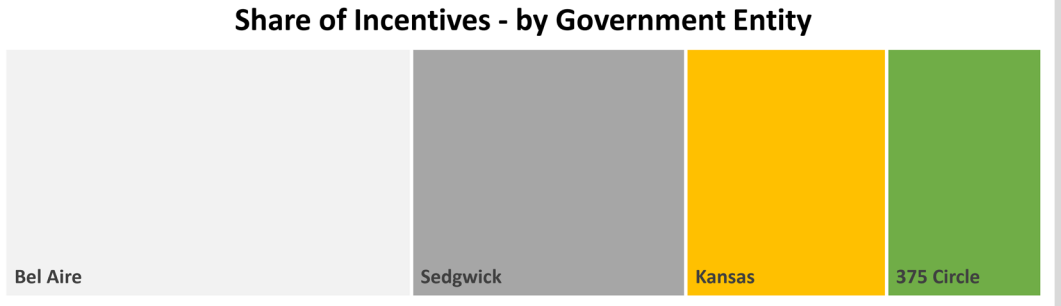


FISCAL IMPACT

INCENTIVE SUMMARY					
	City	County	State	School District	Special District
	Bel Aire	Sedgwick	Kansas	375 Circle	Select
Tax abatement	\$ 1,938,706	\$ 1,307,008	\$ 956,781	\$ 740,460	\$ -
Sales tax exemption	\$ -	\$ -	\$ -		
Forgivable loans	\$ -	\$ -	\$ -		
Infrastructure	\$ -	\$ -	\$ -		
Cash value all other incentives	\$ -	\$ -	\$ -		
HPIP			\$ -		
PEAK			\$ -		
Training dollars			\$ -		
State: Other			\$ -		
Total	\$ 1,938,706	\$ 1,307,008	\$ 956,781	\$ 740,460	\$ -



TAX ABATEMENT PARAMETERS	
<i>Real Property</i>	
Number of years	10
Percentage	100% yr 1-5, 75% yr 6-10
<i>Personal Property</i>	
Number of years	10
Percentage	100% yr 1-5, 75% yr 6-10



	City		County		State	
	Bel Aire		Sedgwick		Kansas	
	10-year period	20-year period	10-year period	20-year period	10-year period	20-year period
Present value of net benefits	\$561,088	\$3,735,589	\$462,944	\$2,645,855	\$4,834,299	\$8,324,317
<i>Rate of Return on Investment</i>						
Net public benefits	\$561,088	\$3,735,589	\$462,944	\$2,645,855	\$4,834,299	\$8,324,317
Public costs	\$1,632,106	\$1,632,106	\$1,100,309	\$1,100,309	\$1,531,746	\$2,059,737
ROI	34.4%	228.9%	42.1%	240.5%	315.6%	404.1%
<i>Benefit-Cost Ratio</i>						
Public benefits	\$2,193,194	\$5,367,695	\$1,563,253	\$3,746,164	\$6,366,045	\$10,384,053
Public costs	\$1,632,106	\$1,632,106	\$1,100,309	\$1,100,309	\$1,531,746	\$2,059,737
Benefit-Cost Ratio	1.34	3.29	1.42	3.40	4.16	5.04

A 10-year period accounts for a business or economic cycle. Estimates beyond that period of time include increased risk and decreased accuracy due to market volatility and changes in public policy.

A benefit-cost ratio over 1 equates to public benefits being greater than public costs during the period.

	School District		Special District	
	375 Circle		Select	
	10-year period	20-year period	10-year period	20-year period
Present value of net benefits	\$1,128,794	\$3,958,289	\$0	\$ -
<i>Rate of Return on Investment</i>				
Net public benefits	\$1,128,794	\$3,958,289	\$0	\$0
Public costs	\$1,980,151	\$2,958,242	\$0	\$0
ROI	57.0%	133.8%	NA	NA
<i>Benefit-Cost Ratio</i>				
Public benefits	\$3,108,944	\$6,916,531	\$0	\$0
Public costs	\$1,980,151	\$2,958,242	\$0	\$0
Benefit-Cost Ratio	1.57	2.34	NA	NA

In the preparation of this report, the Center for Economic Development and Business Research assumed that all information and data provided by the applicant or others is accurate and reliable. CEDBR did not take extraordinary steps to verify or audit such information, but relied on such information and data as provided for purposes of the project.

This analysis requires CEDBR to make predictive forecasts, estimates and/or projections (hereinafter collectively referred to as "FORWARD-LOOKING STATEMENTS"). These FORWARD-LOOKING STATEMENTS are based on information and data provided by others and involve risks, uncertainties and assumptions that are difficult to predict. The FORWARD-LOOKING STATEMENTS should not be considered as guarantees or assurances that a certain level of performance will be achieved or that certain events will occur. While CEDBR believes that all FORWARD-LOOKING STATEMENTS it provides are reasonable based on the information and data available at the time of writing, actual outcomes and results are dependent on a variety of factors and may differ materially from what is expressed or forecast. CEDBR does not assume any responsibility for any and all decisions made or actions taken based upon the FORWARD-LOOKING STATEMENTS provided by CEDBR.

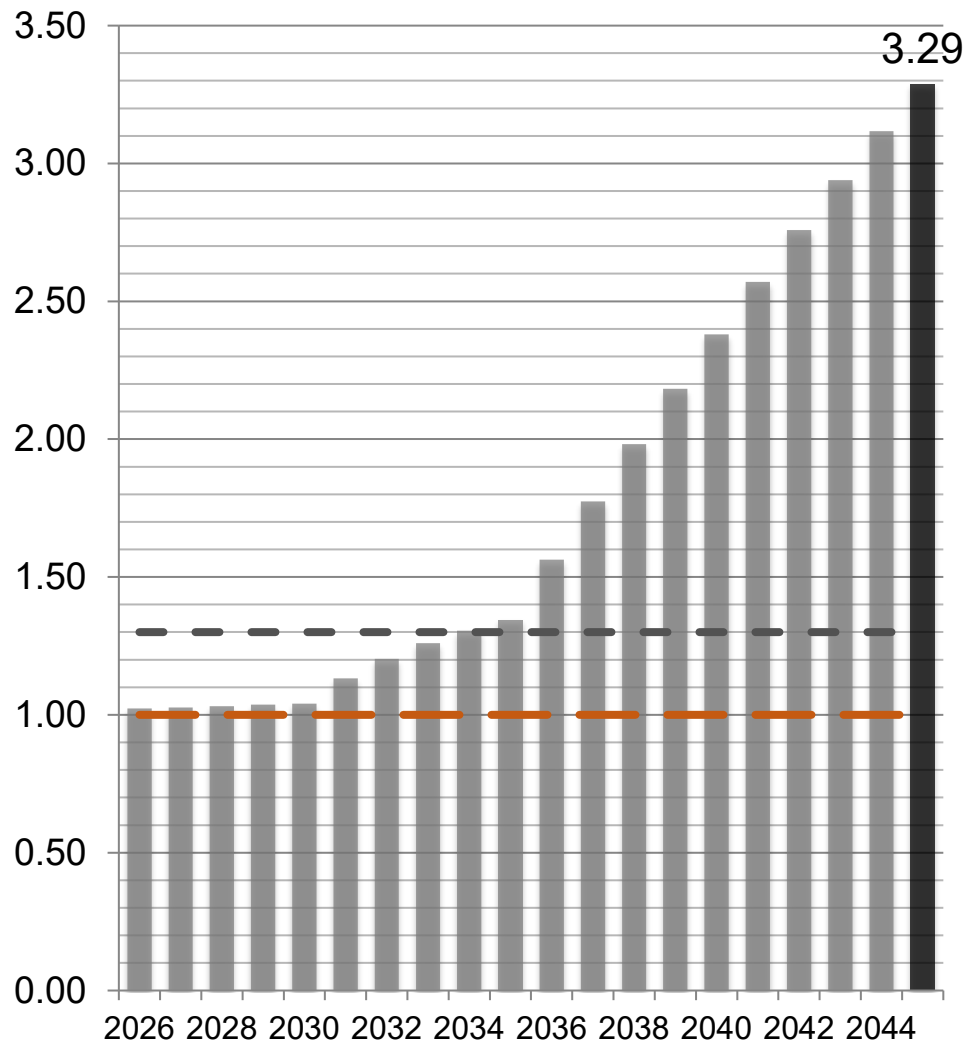


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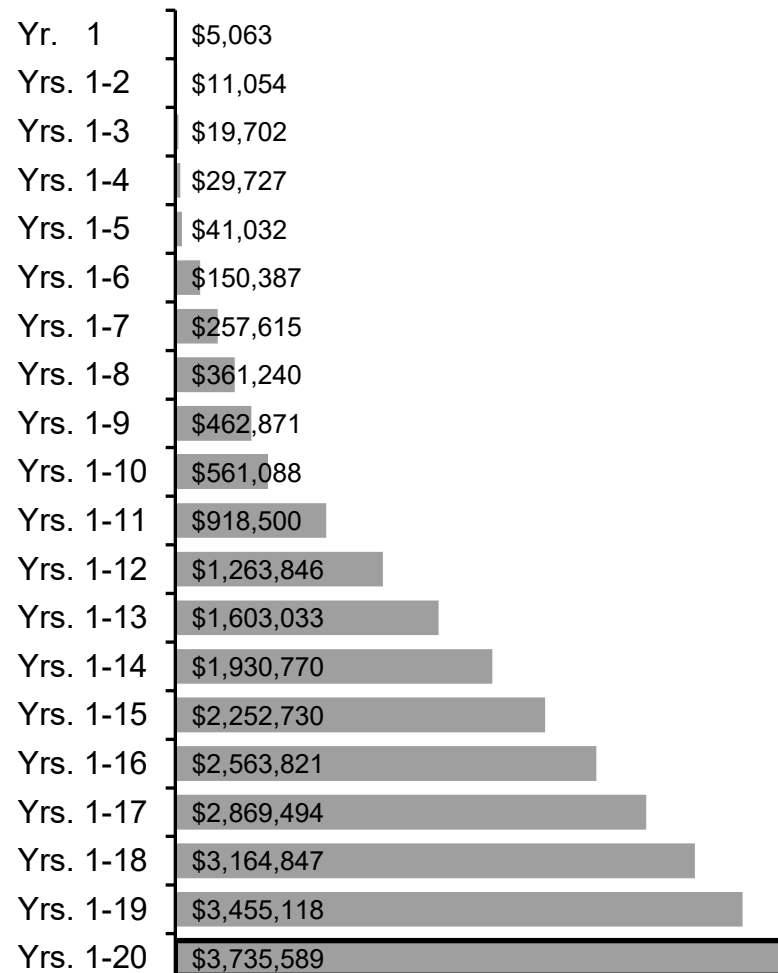
Project or Company Name: Aspen Funds, LLC and/or its assigns
 3/8/2024

Bel Aire - Total

Benefit-Cost Ratio



Present Value of Net Benefits



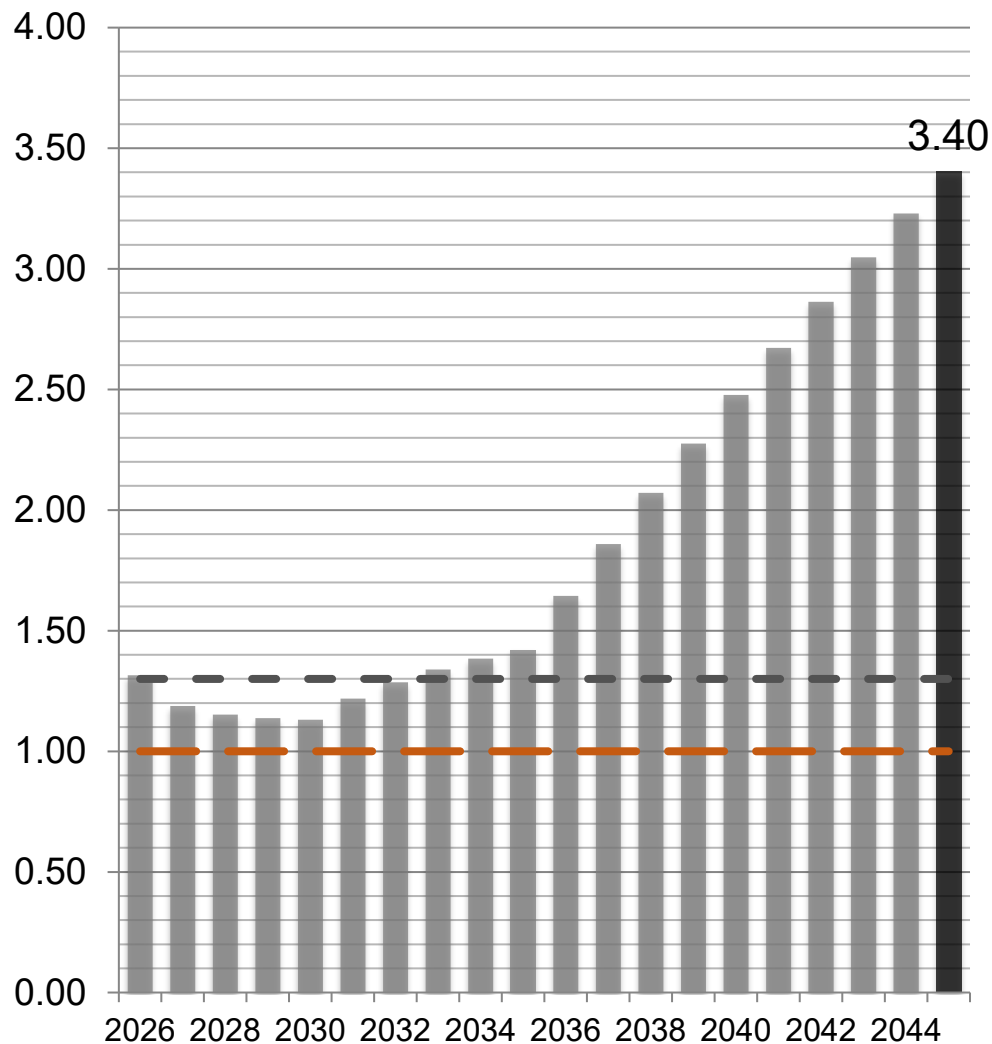


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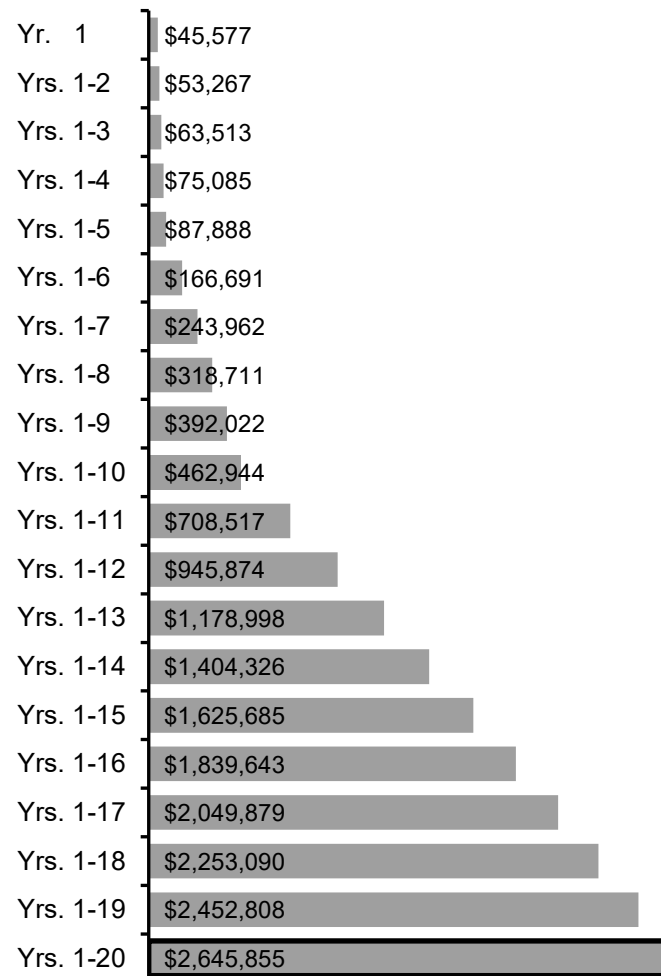
Project or Company Name: Aspen Funds, LLC and/or its assigns
 3/8/2024

Sedgwick

Benefit-Cost Ratio



Present Value of Net Benefits



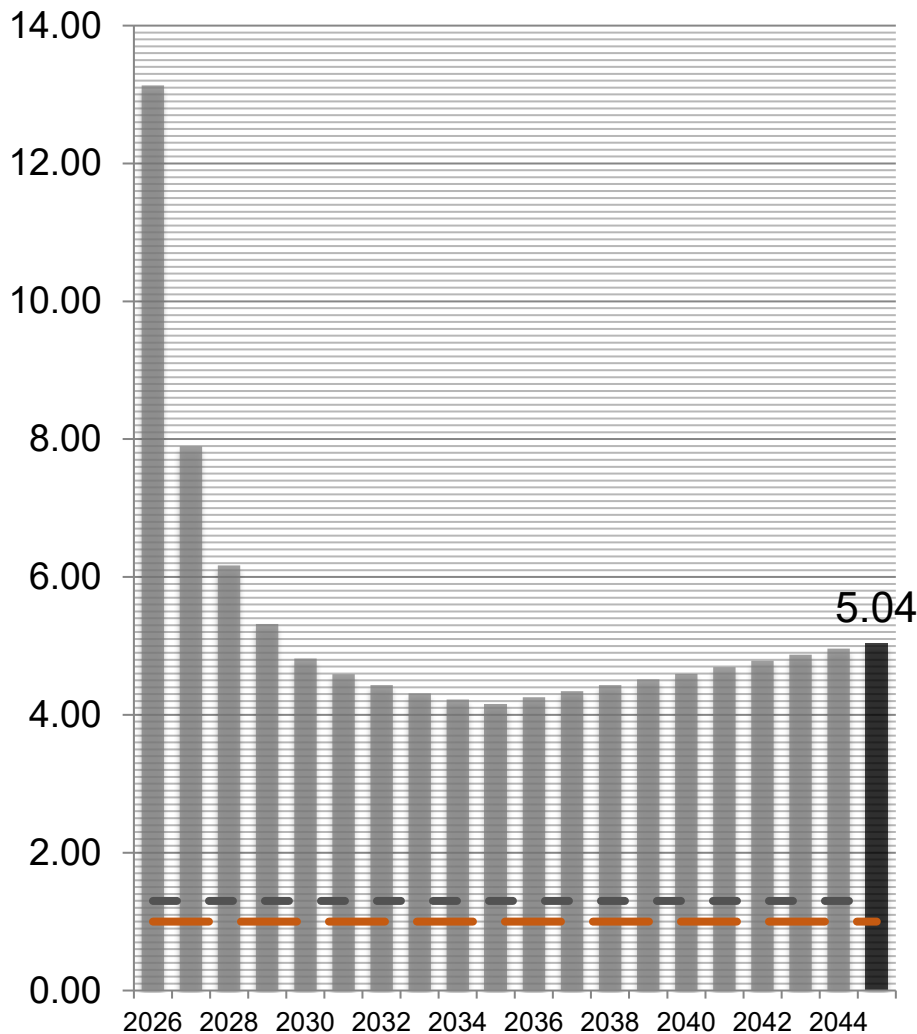


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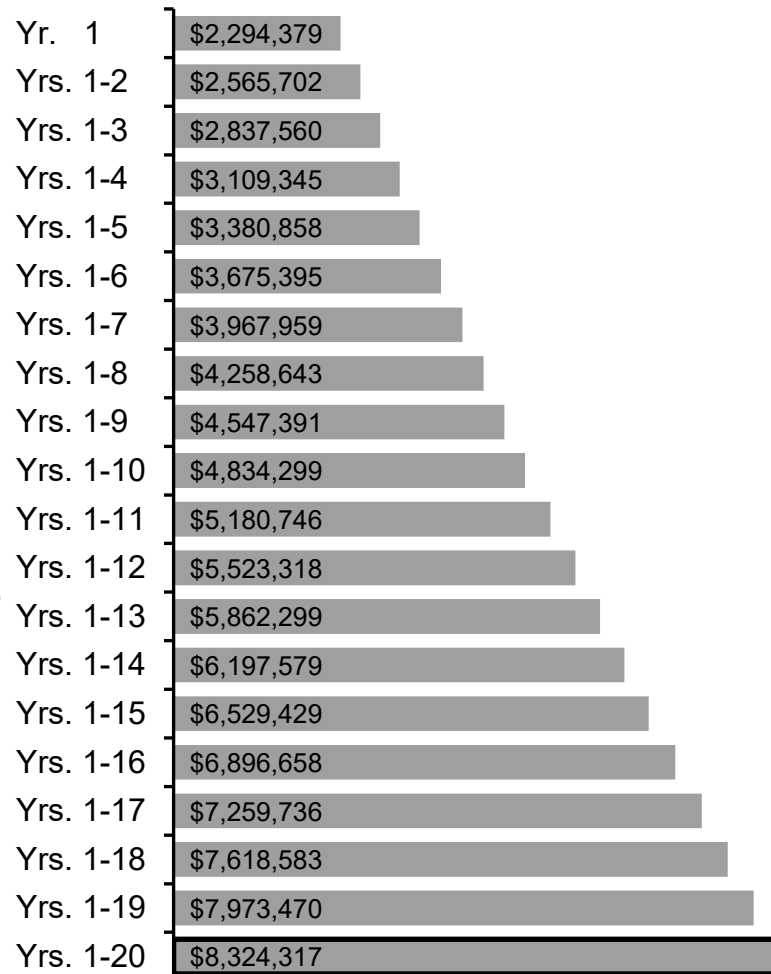
Project or Company Name: Aspen Funds, LLC and/or its assigns
 3/8/2024

Kansas

Benefit-Cost Ratio



Present Value of Net Benefits



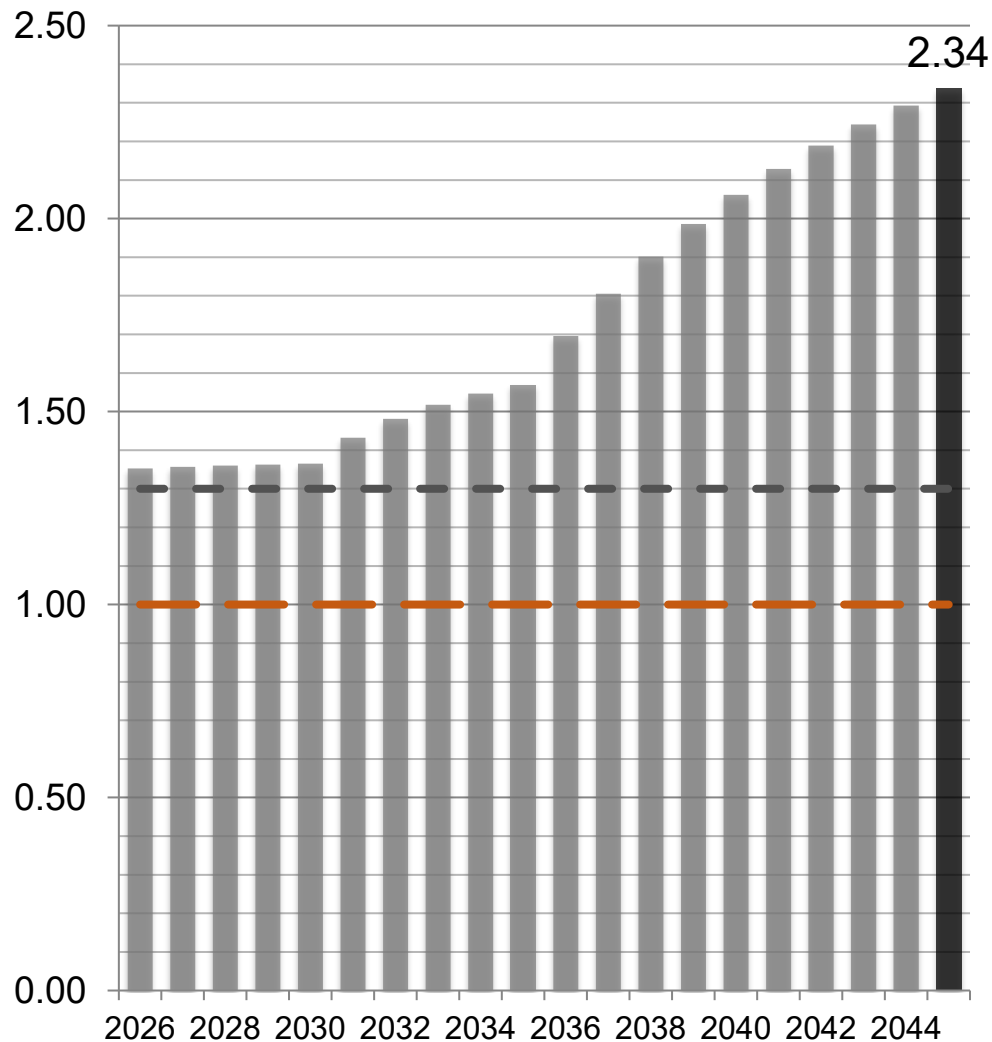


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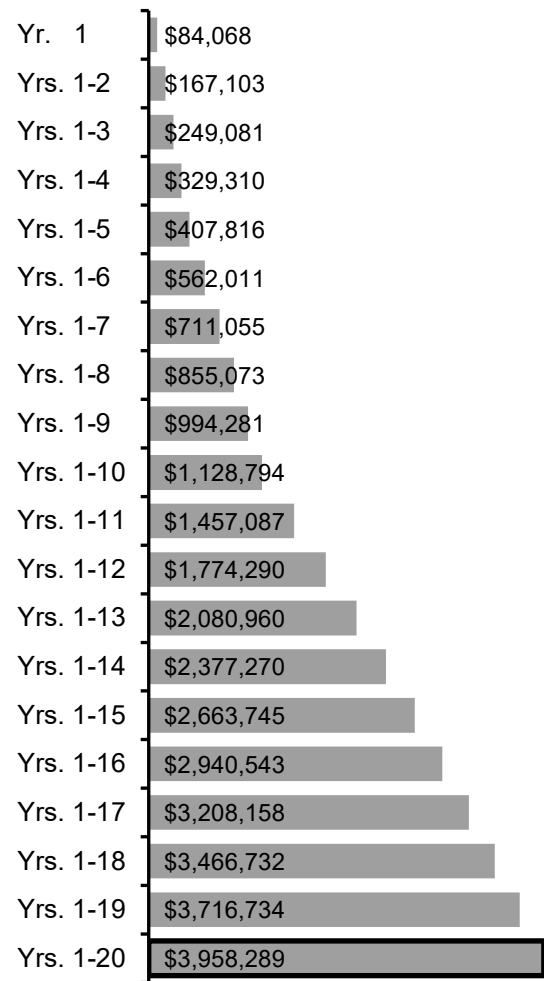
Project or Company Name: Aspen Funds, LLC and/or its assigns
 3/8/2024

375 Circle

Benefit-Cost Ratio



Present Value of Net Benefits



(Published in *The Ark Valley News*, April 4, 2024)

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

Public notice is hereby given that the Governing Body of the City of Bel Aire, Kansas (the “City”), will conduct a public hearing on April 16, 2024 at 7:00 p.m., or as soon thereafter as may be heard, at City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas 67226 in regard to the issuance by the City of its Taxable Industrial Revenue Bonds (Aspen Funds LLC), in a principal amount not to exceed \$105,000,000 (the “Bonds”) and in regard to an exemption from ad valorem taxation of property acquired, constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued by the City under authority of K.S.A. 12-1740 *et seq.*, as amended, to pay the costs of acquiring land and constructing and equipping approximately five (5) buildings of approximately 912,925 total square feet for use in industrial, manufacturing, warehouse, distribution, flex and/or office purposes, to be located immediately northeast of the intersection of 53rd Street North and Webb Road in the City. The City further intends to lease such facilities to Aspen Funds LLC, a Kansas limited liability company, or a related entity (the “Tenant”). The governing body of the City will not pass an ordinance authorizing the issuance of such revenue bonds until the public hearing has been concluded.

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

A copy of this Notice, together with a copy of the inducement resolution of the City to be considered for adoption on April 16, 2024, indicating the intent of the governing body of the City to issue such Bonds, and a report analyzing the costs and benefits of such property tax exemption, are on file in the office of the Clerk, or will be as soon as completed, and available for public inspection during normal business hours.

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

Dated: April 2, 2024

CITY OF BEL AIRE, KANSAS

Melissa Krehbiel, Clerk

**AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT
CONCERNING THE DEVELOPMENT
OF TIERRA VERDE SOUTH ADDITION
TO THE CITY OF BEL AIRE, KANSAS**

THIS AGREEMENT is made and entered into by and between ME ENTERPRISES IV, LLC, a Kansas Limited Liability Company, and NORTH WEBB, LLC, a Kansas Limited Liability Company, hereinafter collectively referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Developer desires zoning by a PUD from the City on a portion of land more fully described below and herein referred to as TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas; and

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

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

TIERRA VERDE SOUTH ADDITION PUD PROJECT LEGAL DESCRIPTION. A portion of TIERRA VERDE SOUTH ADDITION PUD, City of Bel Aire, Kansas more particularly described as, to-wit:

Lots 1, 3, 4, 5, 6, 7, 8, Block 1, and Lots 1, 2, 3, 4, Block 2, and Reserve A, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, Kansas.

PERMITTED USE.

The Tierra Verde South Addition to the City of Bel Aire, Kansas shall have the uses permitted in the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "R-6" Multi-Family District, "C-1" Neighborhood Commercial Office & Retail District and "C-2" Planned Commercial District, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

Lot 3, Block 1, and Reserve A, Block 2, shall not be allowed any "R-6" Multi-family District uses. It shall be restricted to the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "C-1" Neighborhood Commercial Office & Retail District, and "C-2" Planned Commercial District.

"R-6" Multi-Family:

- Single- Family
- Duplexes
- Garden & Patio Homes
- Townhomes
- Condominiums
- Multi-Family
- Churches
- Day-cares
- Schools
- Leasing offices
- Playgrounds or community spaces.
- Accessory structures as approved by the City Manager.

The building setbacks for the "R-5" Garden and Patio Homes, Townhouse and Condominiums District and "R-6" Multi-Family shall be as follows: twenty-five feet (25') front yard setback; ten feet (10') side yard setback; and twenty feet (20') rear yard setback.

"C-1 and C-2":

- Accessory structure as approved by the City Manager.
- Special Events permits approved by the City Manager
- C-1 permitted uses as defined in the current City Code Neighborhood Commercial, Office Retail
- C-2 uses require a PUD amendment unless approved with the Master Plan for this development

The building setback for "C-1" and "C-2" shall be per the recorded plat of Tierra Verde South Addition. No building shall be constructed within a public utility easement.

Reserves A-J shall be reserved for entry monuments, landscape, irrigation, drainage and open space. Any changes to the Reserves shall be approved by the City to ensure that conveyance of stormwater is preserved.

GENERAL PROVISIONS. This agreement shall be subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas as recorded at the Register of Deeds on the 21st day of September, 2009. (Recording Info. - DOC #/FLM-PG: 29092138)

Any re-platting will follow City Code and can be done in entirety or a portion thereof.

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

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

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

THIS AGREEMENT is hereby executed on this _____ day of _____, 2024.

ME ENTERPRISES IV, LLC, DEVELOPER

By _____
MASOUD ETEAZI, MEMBER

NORTH WEBB, LLC, DEVELOPER

By _____
P. JOHN ECK, MANAGER

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the _____ day of _____, 2024 and is hereby executed on this _____ day of _____, 2024.

MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this ____ day of _____, 2024, before me, a Notary Public, came Masoud Etezazi, Member of ME Enterprises IV, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, for said limited liability company.

NOTARY PUBLIC

My Appointment Expires: _____

STATE OF KANSAS)
COUNTY OF _____) ss:

BE IT KNOWN BY ALL PERSONS that on this ____ day of _____, 2024, before me, a Notary Public, came P. John Eck, Manager of North Webb, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas, for said limited liability company.

NOTARY PUBLIC

My Appointment Expires: _____

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2024, before me, a Notary Public, came Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the foregoing Agreement Concerning the Development of TIERRA VERDE SOUTH ADDITION to the City of Bel Aire, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Jim Benage.

NOTARY PUBLIC

My Appointment Expires: _____

City of Bel Aire, Kansas

STAFF REPORT

DATE: March 25, 2024

TO: Ted Henry, City Manager

FROM: Anne Stephens, City Engineer

SUB: 45th and Woodlawn Traffic Signal Activation



Current Situation:

The traffic signal at 45th and Woodlawn is currently flashing red in all four directions. It has been expressed by Council members and citizens to turn this into a fully functioning signal.

Discussion:

Staff reached out to Pearson to determine what is needed to fully activate the traffic signal at 45th and Woodlawn. Pearson questioned whether we wanted the signal on pre-timed cycles, or permanently stripe the intersection and utilize detection to determine when to change the signal. Any permanent striping south of the intersection will likely need to be removed or blacked out when the reconstruction of Woodlawn begins.

Financials:

At the time of this report, we are still waiting on costs from Pearson, but they are estimated to be under \$5,000.



QUOTATION

QUOTE DATE April 1, 2024
QUOTE EXPIRES 30 days from bid date

FROM Austin Torrente

PROJECT CO 393 to MH 388 Lining Quote (5726 E. Odessa) - Bel Aire, KS
BID DATE 4/1/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
1	Provide labor, equipment, and material to line existing 8" pipe with Thermoform Liner from CO 393 to MH 388. Includes heavy cleaning of roots, pre and post cctv inspection, and special equipment necessary to install liner in double easement access.	1	LS	\$21,200.00	\$21,200.00
TOTAL					\$21,200.00

Customer Responsibilities

- Any open cut point repairs that are needed to successfully install pipe liner.
- Notification to sewer customers who will be affected during the lining process.
- Provide clean water from a hydrant for pipe cleaning, equipment and cleanup.
- Provide a place to dispose of 4' x 8' shipping reel and excess material.
- Provide a dumpsite, within reasonable distance, for deposit of debris removed.
- Provide access for our equipment to all locations as needed (Manhole covers shall be at grade and exposed).
- Defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of pre-existing conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful

General Terms and Conditions

<p>INCLUSIONS:</p> <ul style="list-style-type: none"> • Provide all labor, materials, tools, equipment and supervision necessary to perform work as shown on drawings, defined in specifications and as described herein. • Footage above based on plans/if actual footage lined exceeds what is listed above additional charges will apply. <p>EXCLUSIONS:</p> <ul style="list-style-type: none"> • Major manhole infiltration repair. • Any disputes regarding this agreement will be decided by arbitration (Construction Industry Rules of the American Arbitration Association.) • Sales Taxes • Permits or connection fees of any kind • Bypass Pumping • Prevailing Wages/Davis-Bacon Wages • Traffic Control • Any pre-jobsite clearance including but not limited to: <ul style="list-style-type: none"> — Safety Training (on-site or online) — Badging — Drug Testing — Background Checks

ACCEPTANCE OF PROPOSAL AND NOTICE TO PROCEED

Authorized Signature _____

Date Signed _____

Mayer Specialty Services, LLC

831 Industrial Rd / PO Box 469
Goddard, KS 67052
316-794-1165
316-794-2717

No retainage may be withheld out of contracts less than \$1,000.00

Thank you for the opportunity to provide pricing

City of Bel Aire, Kansas

STAFF REPORT

DATE: 4/02/2024

TO: City Manager

FROM: Marty McGee

RE: 5726 Odessa Sewer repair



BACKGROUND: The sewer line was installed around 1952 using 8” clay pipe. Homeowners in this area have been having issues with backups for several years, records indicate the last major backup was in 2021.

DISCUSSION: This 8” clay pipe has become full of roots causing residents to have slow draining sewer and backups. Public Works was called out for a sewer backup and could not resolve the problem. This is when Mayer Specialist was called out for an emergency to clean and televise the line. The 8” clay pipe was determined to be full of roots and have several misaligned joints of pipe causing the sewer to hold water and material causing it not to drain properly.

In adhering to the City’s purchasing policy, staff was unable to solicit bids from three companies due to the time frame of the emergency.

Contractors	Bid amount
Mayer Specialty	\$21,200.00

FINANCIAL CONSIDERATIONS: Funding for this project will be taken from the Sewer Operations funds.

POLICY DECISION: Staff is adhering to City policy in gathering a minimum of three bids when possible.

RECOMENDATION: Staff recommends the City Council accept the bid from Mayer Specialty.

Wednesday, February 14, 2024

1. Called to order at 3:00 pm
2. In attendance: Dan Broyles, Terry Ercolani, Antonio Kitt, Art Tenbrink.
Also in attendance: Mayor Benage, Deb Appel (Director of Utility Service) and Tristin Terhune
3. Approval of agenda. Terry motion, Dan second, approved
4. Approval of January 10, 2023 meeting minutes: not complied with due to technical error
5. New business
 - a. April 1: Ty Lasher departs & Ted Henry becomes city manager, State of Kansas has set a “soft” deadline of \$200 million for Integra plant funding.
 - b. (Bel Aire Spring Festival is March 23 from 1pm to 3pm this year. We will share the booth with the Bel Aire Utility Dept. This will provide an opportunity discuss, display, possibly explain and provide information to home owners about multiple concerns. Concerns such as backflow prevention, led/copper pipe initiative, and water conservation.

Backflow prevention

- Antonio has a backflow device...can bring to the booth as a show-and-tell. Also, may have a picture of the device, too. Tristin will create a flyer to pass out with all of the approved information on it. Also, a visual display board/poster and tri-folds. UAC will help answer questions. (**Picture attached**)

Lead/Copper Pipe Initiative

- Terry can bring sample pipes--iron/steel, copper, and PEX/plastic for the spring festival
- Deb and Tristin will work on getting a flyer to hand out; flyer is pretty much complete, as information has already been sent out in water bills.
- Maybe have some example of different solder

Water Conservation

- Can discuss water conservation with residents. This includes sprinkler system shut-off for rain (moisture sensors and internet-controlled using weather forecast) and home plumbing leaks such as toilet valves and faucets.
- Terry can bring some toilet bowl parts for show-and-tell (flapper valve and stem, maybe the filler apparatus)
- Sedgwick county extension office may already have some information we can glean from or use.
- Also discuss: what can and should not be flushed? Disposable wipes should not be flushed...not good for sewer system. Lift station pumps do and will have grinder blades to address issues with items being flushed that are not sewer-compatible.

- c. 2023 UAC annual report: Report is compiled with exception of water and waste usage for 2023. This comparison information is needed. Mayor stated they need to get us this information.
 - d. CCUA updates: Art supplied us with the Summary Jan 29, 2024 Administrative order. More to follow.
 - e. Keechi tree limb and brush waste disposal: not DOA, progress may be on the horizon
 - f. Month of March: Did You Know (DYK)? Corrected and ready
6. Roundtable discussion
 - a. Mayor briefly spoke of some issues causing Woodlawn road work not to be completed
 - b. Art shared Sedgwick county recycling data (**info attached**)
 - c. Next Tuesday 17:30 meeting to discuss regional transit sys. Held at the Bel Aire rec center
 - d. Effect of lead exposure, KDOT Woodlawn street failure
 7. Next meeting: UAC meeting March 13, 2024, 3-5 pm at City Hall Senior Center.
 8. Old, continuing, future business.
 - a. 2024 UAC fieldtrip discussed. Maybe Wichita's new NWTP.
 - b. KOMA training to take place in the near future, 2023 annual report, Consumer confidence report, water quality, 2024 water and sewer rates, Legionnaires disease overview presentation
 9. Adjournment of meeting: Terry motion, Antonio second. All approved. Meeting adjourned at approximately 4:30 pm.



SEDGWICK COUNTY KANSAS RECYCLING

(By J.C. Moore, Former Kansas House Representative)

- 80% of U.S. solid waste is recyclable
- Average costs of disposing a ton of household solid waste are as follows:
 - Recycle \$40
 - Landfill \$50
 - Incineration \$70
- Energy savings from recycling:
 - 89% for aluminum
 - 80% for glass
 - 56% for iron
 - 40% for paper
 - 30% for plastic
- Besides energy, recycling a ton of paper saves:
 - 17 trees (and their carbon dioxide absorption)
 - 2 barrels of oil
 - 3.2 cubic yards of landfill space
 - 1 ton of pollution
- Current recycling percentages:
 - U.S. 37%
 - Sedgwick County 17%
- Recycling costs per quarter:
 - Wichita \$107
 - Valley Center \$55
 - Derby \$52
 - Tulsa \$63
 - Bel Aire \$12.75

MANAGERS REPORT



DATE: April 2, 2024
TO: Mayor Benage and City Council
FROM: Ted Henry, Assistant City Manager
RE: March 28, 2024 Agenda

Consent Agenda (Item VI)

In addition to the Minutes of the March 19, 2024 City Council meeting, the Consent Agenda also contains an action to accept and file a Termination and Release of Real Estate Exchange Agreement between the Bel Aire Public Building Commission (PBC) and Willowrock Properties, LLC.

In 2011, the PBC owned the northeast corner of 53rd and Webb which is in Phase 2 of the Sunflower Commerce Park. At that time, there was no development north of 53rd and the land was being farmed. Kevin Arnel (DBA Willowrock Properties, LLC) owned the 80 acres where Deer Run is now being developed. Utilities were at the Arnel property and the area was prime for residential development. Development of the parcel in Phase 2 of the Sunflower Commerce Park is just now seeing interest. In order to utilize the public infrastructure in 2011, the PBC traded Arnel the 80 acres at Webb & 53rd for the parcel now privately owned and being developed as Deer Run. There is a developer now interested in purchasing the Willowrock Properties parcel and would like the Real Estate Exchange Agreement between the PBC and Willowrock removed from the deed. The PBC will meet shortly before the City Council meeting to consider this document. If the PBC approves the document, the only action requested of the City Council is to accept and file the document.

Appropriations Ordinance (Item VII)

This appropriations ordinance encompasses 03/12/2024 through 03/26/2024 expenses and two payroll cycles. Expenditure amounted to \$1,040,810.35. Of the reported expenses, \$339,306.44 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances (Item VIII)

There are three items under City Requested Appearances. First, I will take the Oath of Office for my new role as City Manager. Then, the Mayor would like to recognize Gary Northwall, who has recently ended his long-time service on the Tree Board. Finally, he would like to recognize Tristin Terhune, Director of Human Resources and Communications, who has recently accepted a new position with the City of Maize.

Public Hearing for IRB Issuance, Waltons 53rd Holdings, LLC (Item XI)

At the March 19th meeting, the Council approved a Letter of Intent to issue Taxable Industrial Revenue Bonds for Waltons 53rd Holdings LLC. A Notice of Public Hearing was published in the City's official newspaper of record and Notice was mailed to local taxing entities (Circle School District and the Sedgwick County Clerk), per State statute requirements. Now, the Council will conduct the public hearing. The purpose of the public hearing is to hear from taxpayers, citizens, and other stakeholders regarding the proposed issuance of the bonds. Later in the meeting, the Council will consider the Resolution of Intent to issue the bonds.

IRB Resolution, Waltons 53rd Holdings, LLC (Item A)

A related Public Hearing will be held directly before this item. If the Resolution is approved, the bonds will be used to pay the costs of acquiring, equipping and constructing a 100,000-square-foot commercial facility. The City further intends to lease the facility to Waltons 53rd Holdings LLC (the "Tenant"). The company provides equipment and supplies for meat processing. The facility would be located on Lot 8, Block C of the Sunflower Commerce Park Addition (just south of 53rd Street, between Webb Road and Greenwich Road).

LOI to Issue IRB's & Notice of Hearing, Aspen Funds, LLC (Items B & C)

Aspen Funds LLC is planning to develop a speculative building project on 75 acres located at the northeast corner of 53rd Street and Webb Road in the City of Bel Aire. The proposal involves an investment of \$105 million to finance the construction of five buildings, covering a total of 912,925 square feet. This development is expected to generate approximately 609 jobs with an average salary of \$44,000. The project is slated to begin with the construction of Building 1, estimated to cost \$23 million, with market demand assessments guiding the timeline for the remaining buildings. The completion of all five buildings is anticipated by the end of the fourth quarter of 2034.

To support this initiative, Aspen Funds has applied for Industrial Revenue Bonds (IRBs), seeking property tax abatement and sales tax exemptions. An agreement has been finalized for a 100% property tax exemption for the first five years and a

75% exemption for the subsequent five years, in addition to a 1% origination fee, capped at \$100,000.

Two cost-benefit analyses conducted by the Wichita State University Center for Economic Development and Business Research have yielded favorable outcomes, with ratios of 1.34 for Building 1 and 1.38 for all five buildings, demonstrating that public benefits surpass costs. Based on these positive findings and the anticipated community benefits, city staff recommends scheduling a public hearing on April 16, 2024, to further discuss and consider the proposal. The Developer will be at the meeting to explain the project. Kevin Cowan and staff will be available for questions.

Amended PUD, Tierra Verde South Addition (Item D)

The Ordinance adopting this Amended Planned Unit Development (PUD) was approved by City Council in February. Now the Developer is ready to sign the Agreement included in your packet. The agreement outlines the responsibilities of the Developer and City during and after construction of the development. Staff recommends Council approve the agreement.

Traffic signal at 45th and Woodlawn (Item E)

The traffic signal at 45th and Woodlawn is currently flashing red in all four directions. Council members and citizens have expressed the desire to turn this into a fully functioning signal. Staff reached out to Pearson to determine what is needed to fully activate the traffic signal at 45th and Woodlawn. Pearson questioned whether we wanted the signal on pre-timed cycles, or permanently stripe the intersection and utilize detection to determine when to change the signal. Any permanent striping south of the intersection will likely need to be removed or blacked out when the reconstruction of Woodlawn begins. At the time of this report, we are still waiting on costs from Pearson, but they are estimated to be under \$5,000.

Urgent Sewer Pipe Repair, Odessa Street (Item F)

Late last week, Public Works was called out for a sewer backup and could not resolve the problem. Mayer Specialty was called out for an emergency to clean and televise the line. The 8" clay pipe was determined to be full of roots and have several misaligned joints of pipe causing the sewer to hold water and material causing it not to drain properly. This 140-foot sewer line was installed around 1952 and staff feels needs to be replaced immediately. Marty is here to answer any questions.

Executive Session (Item XIII)

Staff has no need for an executive session.

Discussion And Future Issues: Workshop April 9th (Item XIV)

The next City Council workshop will be held on April 9th at 6:30 p.m.