



## STAFF REPORT

DATE: March 7, 2024  
TO: Ty Lasher, City Manager  
FROM: Anne Stephens, City Engineer  
RE: Deer Run Traffic Counts

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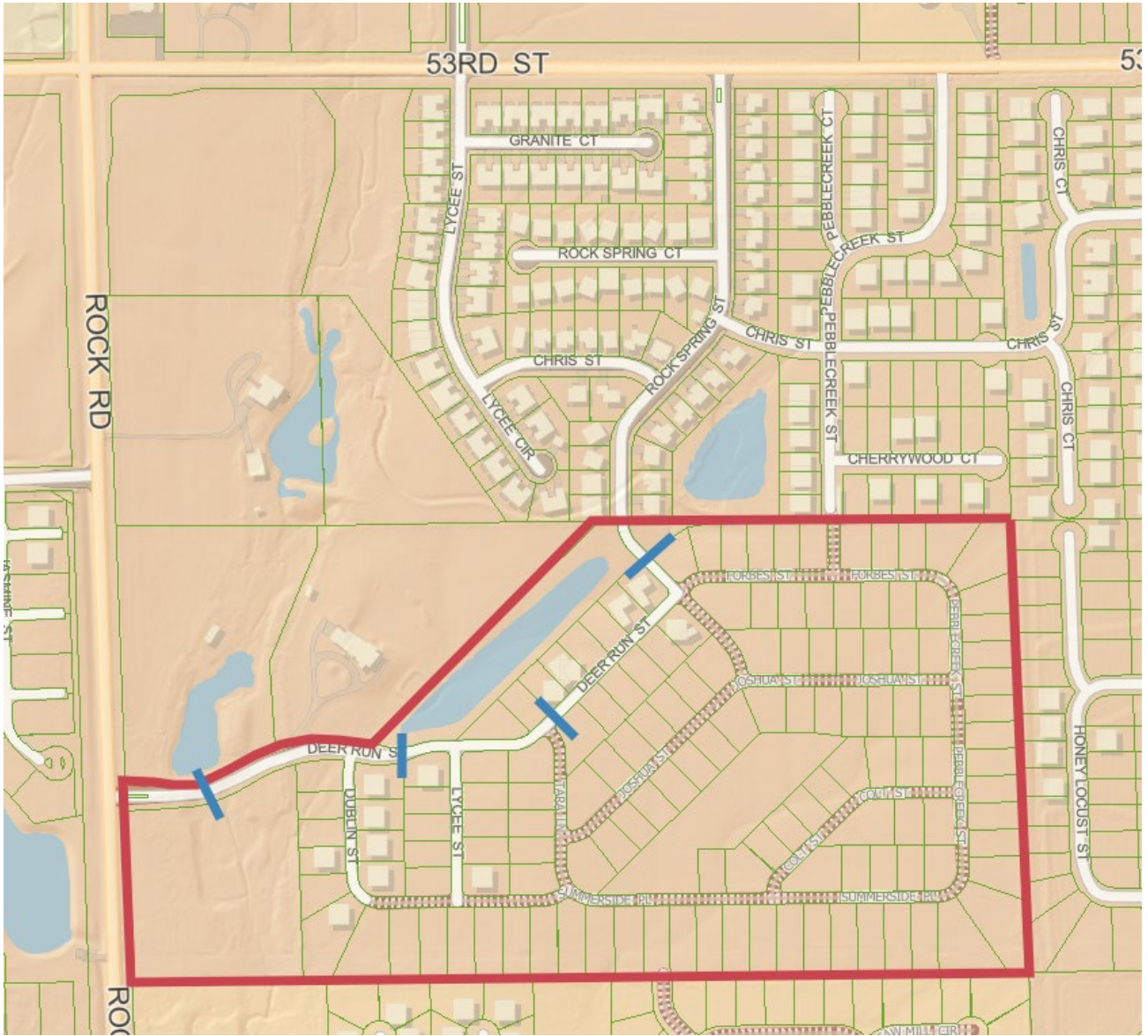
**Background:** A petition was submitted by Mr. Jeff Tredway on behalf of the neighborhood indicating concerns with traffic and safety in their neighborhood. The petition alleged that their neighborhood has become an increasingly dangerous thoroughfare – citing speeding and the volume of cars utilizing the street. As a result of this petition, the City Manager reached out to myself, the City Engineer, the Public Works Director and the Police Chief to provide some insight and investigation into this matter.

**Discussion:** There are really two points to Mr. Tredway’s petition. The first centers around blocking off the access at Rock Spring. Fire Department regulations require two points of access for any subdivisions with greater than 30 living units. The 30 living unit determination is based upon the entire plat of a subdivision and not necessarily the amount of living units in a particular phase. The entire plat of the Deer Run subdivision (attached) has a total of 94 lots, of which 39 are accounted for in the current Phase of development. It is not advisable to restrict access to a subdivision with multiple entrances without that being initially planned for during the development process and reviewed by the Planning Commission, City Staff and the City Council. The Developer’s Agreement for this subdivision mentions three points of access – one off of Rock Road and two from Rock Spring.

The second point to Mr. Tredway’s petition is regarding the alleged speeding through Deer Run. The Police Chief did an informal speed study in late December and found that the speeds were as expected for right and left turns at the intersection – about 10 – 15 mph. He did also not observe any yaw marks on the roadway that would indicate speeding vehicles going north or southbound.

The Public Works Department worked with PEC to place traffic counters at four locations along Deer Run and Rock Spring within the area of the complaint. These locations (marked in blue on the attached map) were Deer Run – East of Rock, Deer Run – East of Tara, Deer Run – West of Lycee and Rock Springs – North of Deer Run. PEC indicated that the overall speeds at each location look appropriate for a residential street with the 85<sup>th</sup> percentile speed (percentile used to determine speed limits) was less than 30 mph, the state statute speed limit for non-posted urban roadways.

**Conclusion:** As a result of the informal speed study by the Police Chief and the formal study by PEC, it is the conclusion of both the Police Chief and the City Engineer that there are no substantiated concerns regarding speeding in this neighborhood and no action should be taken to modify the current conditions of the roadway. Additionally, due to Sedgwick County Fire Department regulations and the Developer’s Agreement the access point at Rock Spring is recommended to remain open and in place as originally designed and planned for.



# Professional Engineering Consultants, PA

303 South Topeka  
Wichita, Kansas 67202

Deer Run - E of Rock

Latitude: 37' 46.5433 North  
Longitude: 97' 14.6150 West

WB, EB																Total	Pace Speed	Number in Pace												
Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50				51	55	56	60	61	65	66	70	71	75	76	999
02/20/24	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	19-28	2	
05:00	0	0	3	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	21-30	7	
06:00	4	3	6	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	21-30	12	
07:00	1	3	7	14	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	21-30	21	
08:00	1	4	12	19	10	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	21-30	31	
09:00	0	2	8	10	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23	21-30	18	
10:00	0	1	12	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	21-30	16	
11:00	1	4	8	10	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	21-30	18	
12 PM	1	4	9	9	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25	21-30	22	
13:00	0	1	12	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23	21-30	22	
14:00	1	1	4	11	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	26-35	15	
15:00	3	4	10	9	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	21-30	19	
16:00	0	12	11	14	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	21-30	25	
17:00	1	7	13	16	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	41	21-30	29	
18:00	2	3	10	9	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	21-30	19	
19:00	0	2	6	11	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	21-30	17	
20:00	0	6	7	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23	21-30	17	
21:00	1	0	4	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	21-30	8	
22:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	19-28	3	
23:00	0	0	1	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	23-32	5	
<b>Total</b>	16	57	148	176	41	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	443			
<b>Percent</b>	3.6%	12.9%	33.4%	39.7%	9.3%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
<b>AM Peak</b>	06:00	08:00	08:00	08:00	08:00	08:00																						08:00		
<b>Vol.</b>	4	4	12	19	10	2																						48		
<b>PM Peak</b>	15:00	16:00	17:00	17:00	14:00	12:00																						17:00		
<b>Vol.</b>	3	12	13	16	4	1																						41		

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WB, EB

Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total	Pace Speed	Number in Pace
02/21/24	0	0	0	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	19-28	3	
01:00	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	24-33	2	
02:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1	
03:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	19-28	1	
04:00	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	14-23	1	
05:00	0	1	3	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	21-30	7	
06:00	1	1	2	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	26-35	8	
07:00	0	4	11	11	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33	21-30	22	
08:00	2	3	11	16	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	21-30	27	
09:00	2	6	11	7	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	19-28	18	
10:00	1	4	10	5	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	19-28	15	
11:00	0	7	7	9	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	21-30	16	
12 PM	0	4	9	8	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	21-30	17	
13:00	2	5	7	9	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	21-30	16	
14:00	1	3	15	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	21-30	19	
15:00	0	6	13	15	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	21-30	28	
16:00	1	7	24	26	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	21-30	50	
17:00	2	7	22	19	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56	21-30	41	
18:00	1	4	14	10	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33	21-30	24	
19:00	0	1	9	15	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	21-30	24	
20:00	0	1	9	7	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	21-30	16	
21:00	0	1	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13	21-30	12	
22:00	1	0	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	21-30	6	
23:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	19-28	2	
<b>Total</b>	14	66	190	184	48	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	504			
Percent	2.8%	13.1%	37.7%	36.5%	9.5%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
AM Peak	08:00	11:00	07:00	08:00	07:00	10:00																						08:00		
Vol.	2	7	11	16	7	1																						36		
PM Peak	13:00	16:00	16:00	16:00	17:00	19:00																						16:00		
Vol.	2	7	24	26	6	1																						60		

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Deer Run - E of Rock

Latitude: 37' 46.5433 North  
Longitude: 97' 14.6150 West

WB, EB	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace	Number
Start	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Speed	in Pace	
02/22/24	0	1	0	2	0	0	0	0	0	0	0	0	0	0	3	19-28	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
03:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
04:00	0	0	1	3	1	0	0	0	0	0	0	0	0	0	5	26-35	4
05:00	0	0	1	5	0	1	0	0	0	0	0	0	0	0	7	21-30	6
06:00	2	4	10	6	1	0	0	0	0	0	0	0	0	0	23	20-29	16
07:00	0	3	13	12	4	0	0	0	0	0	0	0	0	0	32	21-30	25
08:00	1	3	14	19	0	0	0	0	0	0	0	0	0	0	37	21-30	33
09:00	1	2	6	11	4	0	0	0	0	0	0	0	0	0	24	21-30	17
10:00	1	3	5	10	4	0	0	0	0	0	0	0	0	0	23	21-30	15
11:00	1	0	4	5	3	0	0	0	0	0	0	0	0	0	13	21-30	9
12 PM	1	2	11	11	6	0	0	0	0	0	0	0	0	0	31	21-30	22
13:00	0	6	7	9	1	0	0	0	0	0	0	0	0	0	23	21-30	16
14:00	1	1	17	11	0	0	0	0	0	0	0	0	0	0	30	21-30	28
15:00	0	3	6	8	6	0	0	0	0	0	0	0	0	0	23	21-30	14
16:00	3	6	24	7	5	0	0	0	0	0	0	0	0	0	45	19-28	31
17:00	2	10	25	13	5	0	0	0	0	0	0	0	0	0	55	21-30	38
18:00	1	2	14	8	1	0	0	0	0	0	0	0	0	0	26	21-30	22
19:00	0	2	15	10	2	1	0	0	0	0	0	0	0	0	30	21-30	25
20:00	0	3	8	9	0	0	0	0	0	0	0	0	0	0	20	21-30	17
21:00	0	0	6	8	0	0	0	0	0	0	0	0	0	0	14	21-30	14
22:00	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3	21-30	3
23:00	0	0	1	5	0	0	0	0	0	0	0	0	0	0	6	21-30	6
<b>Total</b>	<b>14</b>	<b>52</b>	<b>188</b>	<b>176</b>	<b>43</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>475</b>		
Percent	2.9%	10.9%	39.6%	37.1%	9.1%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	06:00	06:00	08:00	08:00	07:00	05:00									08:00		
Vol.	2	4	14	19	4	1									37		
PM Peak	16:00	17:00	17:00	17:00	12:00	19:00									17:00		
Vol.	3	10	25	13	6	1									55		
<b>Total</b>	<b>44</b>	<b>175</b>	<b>526</b>	<b>536</b>	<b>132</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1422</b>		
Percent	3.1%	12.3%	37.0%	37.7%	9.3%	0.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile : 19 MPH  
 50th Percentile : 24 MPH  
 85th Percentile : 29 MPH  
 95th Percentile : 32 MPH

Stats  
 10 MPH Pace Speed : 21-30 MPH  
 Number in Pace : 1062  
 Percent in Pace : 74.7%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%  
 Mean Speed(Average) : 25 MPH



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WB, EB																	
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76			
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Pace	Number
02/21/24	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	19-28	2
01:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	*	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	19-28	2
04:00	0	3	4	2	1	0	0	0	0	0	0	0	0	0	10	16-25	7
05:00	0	2	5	2	0	0	0	0	0	0	0	0	0	0	9	21-30	7
06:00	3	5	17	5	2	0	0	0	0	0	0	0	0	0	32	21-30	22
07:00	1	14	12	5	0	0	0	0	0	0	0	0	0	0	32	16-25	26
08:00	2	6	5	2	0	0	0	0	0	0	0	0	0	0	15	16-25	11
09:00	4	5	2	1	0	0	0	0	0	0	0	0	0	0	12	16-25	7
10:00	5	6	11	1	0	0	0	0	0	0	0	0	0	0	23	16-25	17
11:00	1	7	7	0	1	0	0	0	0	0	0	0	0	0	16	16-25	14
12 PM	3	8	5	0	0	0	0	0	0	0	0	0	0	0	16	16-25	13
13:00	4	12	4	2	0	0	0	0	0	0	0	0	0	0	22	16-25	16
14:00	6	13	15	2	0	0	0	0	0	0	0	0	0	0	36	16-25	28
15:00	11	22	14	4	0	0	0	0	0	0	0	0	0	0	51	16-25	36
16:00	11	20	15	2	0	0	0	0	0	0	0	0	0	0	48	16-25	35
17:00	7	10	12	1	0	0	0	0	0	0	0	0	0	0	30	16-25	22
18:00	0	10	11	3	0	1	0	0	0	0	0	0	0	0	25	16-25	21
19:00	2	6	6	0	0	0	0	0	0	0	0	0	0	0	14	16-25	12
20:00	1	6	4	0	0	0	0	0	0	0	0	0	0	0	11	16-25	10
21:00	4	3	6	1	0	0	0	0	0	0	0	0	0	0	14	16-25	9
22:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
23:00	2	1	2	0	0	0	0	0	0	0	0	0	0	0	5	15-24	3
<b>Total</b>	<b>68</b>	<b>159</b>	<b>161</b>	<b>35</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>428</b>		
<b>Percent</b>	<b>15.9%</b>	<b>37.1%</b>	<b>37.6%</b>	<b>8.2%</b>	<b>0.9%</b>	<b>0.2%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>			
<b>AM Peak</b>	<b>10:00</b>	<b>07:00</b>	<b>06:00</b>	<b>06:00</b>	<b>06:00</b>										<b>06:00</b>		
<b>Vol.</b>	<b>5</b>	<b>14</b>	<b>17</b>	<b>5</b>	<b>2</b>										<b>32</b>		
<b>PM Peak</b>	<b>15:00</b>	<b>15:00</b>	<b>14:00</b>	<b>15:00</b>		<b>18:00</b>									<b>15:00</b>		
<b>Vol.</b>	<b>11</b>	<b>22</b>	<b>15</b>	<b>4</b>		<b>1</b>									<b>51</b>		









# Professional Engineering Consultants, PA

303 South Topeka  
Wichita, Kansas 67202

Deer Run - W of Lycee

Latitude: 37' 46.5650 North  
Longitude: 97' 14.4985 West

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
02/22/24	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3	16-25	3
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	1	0	1	0	0	0	0	0	0	0	0	0	0	0	2	*	1
05:00	1	0	3	1	1	0	0	0	0	0	0	0	0	0	6	21-30	4
06:00	1	8	4	5	0	0	0	0	0	0	0	0	0	0	18	16-25	12
07:00	3	7	17	2	0	0	0	0	0	0	0	0	0	0	29	16-25	24
08:00	4	4	17	7	0	1	0	0	0	0	0	0	0	0	33	21-30	24
09:00	1	3	9	4	0	0	0	0	0	0	0	0	0	0	17	21-30	13
10:00	3	1	7	6	1	0	0	0	0	0	0	0	0	0	18	21-30	13
11:00	1	4	4	5	0	0	0	0	0	0	0	0	0	0	14	19-28	9
12 PM	1	4	14	6	2	0	0	0	0	0	0	0	0	0	27	20-29	20
13:00	4	4	10	2	0	0	0	0	0	0	0	0	0	0	20	16-25	14
14:00	6	5	13	6	0	0	0	0	0	0	0	0	0	0	30	19-28	19
15:00	0	4	9	8	0	0	0	0	0	0	0	0	0	0	21	21-30	17
16:00	3	10	18	5	2	0	0	0	0	0	0	0	0	0	38	16-25	28
17:00	4	16	18	5	0	1	0	0	0	0	0	0	0	0	44	16-25	34
18:00	4	8	7	2	1	0	0	0	0	0	0	0	0	0	22	16-25	15
19:00	1	11	14	4	0	0	0	0	0	0	0	0	0	0	30	16-25	25
20:00	0	5	9	6	0	0	0	0	0	0	0	0	0	0	20	19-28	15
21:00	2	1	8	4	0	0	0	0	0	0	0	0	0	0	15	21-30	12
22:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	19-28	3
23:00	0	0	4	3	0	0	0	0	0	0	0	0	0	0	7	21-30	7
<b>Total</b>	<b>40</b>	<b>96</b>	<b>191</b>	<b>82</b>	<b>7</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>418</b>		
Percent	9.6%	23.0%	45.7%	19.6%	1.7%	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	08:00	06:00	07:00	08:00	05:00	08:00										08:00	
Vol.	4	8	17	7	1	1										33	
PM Peak	14:00	17:00	16:00	15:00	12:00	17:00										17:00	
Vol.	6	16	18	8	2	1										44	
<b>Total</b>	<b>140</b>	<b>277</b>	<b>552</b>	<b>258</b>	<b>23</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1255</b>		
Percent	11.2%	22.1%	44.0%	20.6%	1.8%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile : 15 MPH  
 50th Percentile : 21 MPH  
 85th Percentile : 26 MPH  
 95th Percentile : 29 MPH

Stats  
 10 MPH Pace Speed : 16-25 MPH  
 Number in Pace : 829  
 Percent in Pace : 66.1%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%  
 Mean Speed(Average) : 21 MPH

**Professional Engineering Consultants, PA**  
 303 South Topeka  
 Wichita, Kansas 67202

Rock Springs - N of Deer Run

Latitude: 37' 46.6477 North  
 Longitude: 97' 14.3778 West

NB, SB	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace	Number
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76			
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999		Speed	in Pace
02/20/24	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
05:00	0	0	4	0	0	0	0	0	0	0	0	0	0	0	4	16-25	4
06:00	<b>2</b>	7	4	<b>3</b>	0	0	0	0	0	0	0	0	0	0	16	16-25	11
07:00	1	6	<b>12</b>	3	0	0	0	0	0	0	0	0	0	0	22	16-25	18
08:00	0	<b>17</b>	11	2	<b>1</b>	0	0	0	0	0	0	0	0	0	<b>31</b>	16-25	28
09:00	2	10	11	0	0	0	0	0	0	0	0	0	0	0	23	16-25	21
10:00	0	5	12	0	0	0	0	0	0	0	0	0	0	0	17	16-25	17
11:00	1	4	9	3	0	0	0	0	0	0	0	0	0	0	17	16-25	13
12 PM	1	5	6	1	<b>1</b>	0	0	0	0	0	0	0	0	0	14	16-25	11
13:00	0	7	11	0	0	0	0	0	0	0	0	0	0	0	18	16-25	18
14:00	1	4	6	3	0	0	0	0	0	0	0	0	0	0	14	16-25	10
15:00	0	5	16	2	0	0	0	0	0	0	0	0	0	0	23	16-25	21
16:00	1	9	15	<b>4</b>	0	0	0	0	0	0	0	0	0	0	29	16-25	24
17:00	1	<b>10</b>	<b>17</b>	2	1	0	0	0	0	0	0	0	0	0	<b>31</b>	16-25	27
18:00	<b>4</b>	8	13	1	0	0	0	0	0	0	0	0	0	0	26	16-25	21
19:00	0	7	13	0	1	0	0	0	0	0	0	0	0	0	21	16-25	20
20:00	3	8	5	0	0	0	0	0	0	0	0	0	0	0	16	16-25	13
21:00	0	2	5	1	0	0	0	0	0	0	0	0	0	0	8	16-25	7
22:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
23:00	0	1	1	3	0	0	0	0	0	0	0	0	0	0	5	20-29	4
<b>Total</b>	<b>17</b>	<b>115</b>	<b>174</b>	<b>29</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>339</b>		
<b>Percent</b>	<b>5.0%</b>	<b>33.9%</b>	<b>51.3%</b>	<b>8.6%</b>	<b>1.2%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>			
<b>AM Peak</b>	06:00	08:00	07:00	06:00	08:00										08:00		
<b>Vol.</b>	2	17	12	3	1										31		
<b>PM Peak</b>	18:00	17:00	17:00	16:00	12:00										17:00		
<b>Vol.</b>	4	10	17	4	1										31		

**Professional Engineering Consultants, PA**  
 303 South Topeka  
 Wichita, Kansas 67202

Rock Springs - N of Deer Run

Latitude: 37' 46.6477 North  
 Longitude: 97' 14.3778 West

NB, SB	Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
		15	20	25	30	35	40	45	50	55	60	65	70	75	999			
02/21/24		0	2	2	0	0	0	0	0	0	0	0	0	0	0	4	15-24	4
01:00		0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	19-28	2
02:00		0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
03:00		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00		0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	19-28	2
05:00		0	3	5	1	0	0	0	0	0	0	0	0	0	0	9	16-25	8
06:00		0	2	4	3	0	0	0	0	0	0	0	0	0	0	9	19-28	7
07:00		0	7	<b>18</b>	<b>4</b>	0	0	0	0	0	0	0	0	0	0	<b>29</b>	16-25	25
08:00		1	<b>10</b>	15	2	0	0	0	0	0	0	0	0	0	0	28	16-25	25
09:00		0	7	6	2	0	0	0	0	0	0	0	0	0	0	15	16-25	13
10:00		<b>2</b>	1	3	1	0	0	0	0	0	0	0	0	0	0	7	21-30	4
11:00		1	5	10	2	0	0	0	0	0	0	0	0	0	0	18	16-25	15
12 PM		0	2	8	<b>5</b>	0	0	0	0	0	0	0	0	0	0	15	21-30	13
13:00		1	4	6	0	0	0	0	0	0	0	0	0	0	0	11	16-25	10
14:00		<b>3</b>	6	9	1	<b>1</b>	0	0	0	0	0	0	0	0	0	20	16-25	15
15:00		1	5	18	2	0	0	0	0	0	0	0	0	0	0	26	16-25	23
16:00		1	16	<b>27</b>	3	0	0	0	0	0	0	0	0	0	0	<b>47</b>	16-25	43
17:00		2	<b>17</b>	23	3	0	0	0	0	0	0	0	0	0	0	45	16-25	40
18:00		2	8	14	3	0	0	0	0	0	0	0	0	0	0	27	16-25	22
19:00		0	3	17	4	0	0	0	0	0	0	0	0	0	0	24	19-28	21
20:00		0	4	7	1	0	0	0	0	0	0	0	0	0	0	12	16-25	11
21:00		0	3	7	1	0	0	0	0	0	0	0	0	0	0	11	16-25	10
22:00		1	3	3	3	1	0	0	0	0	0	0	0	0	0	11	16-25	6
23:00		0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	19-28	2
<b>Total</b>		<b>15</b>	<b>109</b>	<b>205</b>	<b>44</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>375</b>		
<b>Percent</b>		<b>4.0%</b>	<b>29.1%</b>	<b>54.7%</b>	<b>11.7%</b>	<b>0.5%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>			
<b>AM Peak</b>		<b>10:00</b>	<b>08:00</b>	<b>07:00</b>	<b>07:00</b>											<b>07:00</b>		
<b>Vol.</b>		<b>2</b>	<b>10</b>	<b>18</b>	<b>4</b>											<b>29</b>		
<b>PM Peak</b>		<b>14:00</b>	<b>17:00</b>	<b>16:00</b>	<b>12:00</b>	<b>14:00</b>										<b>16:00</b>		
<b>Vol.</b>		<b>3</b>	<b>17</b>	<b>27</b>	<b>5</b>	<b>1</b>										<b>47</b>		

**Professional Engineering Consultants, PA**  
 303 South Topeka  
 Wichita, Kansas 67202

Rock Springs - N of Deer Run

Latitude: 37' 46.6477 North  
 Longitude: 97' 14.3778 West

NB, SB	Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
02/22/24	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	10-19	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
05:00	0	0	4	1	0	0	0	0	0	0	0	0	0	0	0	5	19-28	5
06:00	0	5	11	1	0	0	0	0	0	0	0	0	0	0	0	17	16-25	16
07:00	<b>3</b>	5	15	3	0	0	0	0	0	0	0	0	0	0	0	<b>26</b>	16-25	20
08:00	0	<b>6</b>	<b>16</b>	3	0	0	0	0	0	0	0	0	0	0	0	25	16-25	22
09:00	0	4	7	2	0	0	0	0	0	0	0	0	0	0	0	13	16-25	11
10:00	0	6	5	<b>4</b>	0	0	0	0	0	0	0	0	0	0	0	15	16-25	11
11:00	2	0	11	2	0	0	0	0	0	0	0	0	0	0	0	15	21-30	13
12 PM	0	6	10	<b>9</b>	<b>1</b>	0	0	0	0	0	0	0	0	0	0	26	21-30	19
13:00	0	4	9	0	0	0	0	0	0	0	0	0	0	0	0	13	16-25	13
14:00	1	6	13	2	0	0	0	0	0	0	0	0	0	0	0	22	16-25	19
15:00	0	5	10	3	0	0	0	0	0	0	0	0	0	0	0	18	16-25	15
16:00	<b>2</b>	<b>13</b>	<b>19</b>	1	0	0	0	0	0	0	0	0	0	0	0	<b>35</b>	16-25	32
17:00	1	13	16	4	0	0	0	0	0	0	0	0	0	0	0	34	16-25	29
18:00	0	6	9	0	0	0	0	0	0	0	0	0	0	0	0	15	16-25	15
19:00	0	10	17	0	0	0	0	0	0	0	0	0	0	0	0	27	16-25	27
20:00	1	5	11	0	1	0	0	0	0	0	0	0	0	0	0	18	16-25	16
21:00	0	8	3	2	0	0	0	0	0	0	0	0	0	0	0	13	16-25	11
22:00	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3	16-25	3
23:00	1	2	5	1	0	0	0	0	0	0	0	0	0	0	0	9	16-25	7
<b>Total</b>	<b>11</b>	<b>107</b>	<b>195</b>	<b>38</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>353</b>		
Percent	3.1%	30.3%	55.2%	10.8%	0.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	08:00	08:00	10:00														07:00
Vol.	3	6	16	4														26
PM Peak	16:00	16:00	16:00	12:00	12:00													16:00
Vol.	2	13	19	9	1													35
<b>Total</b>	<b>43</b>	<b>331</b>	<b>574</b>	<b>111</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1067</b>		
Percent	4.0%	31.0%	53.8%	10.4%	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile : 16 MPH  
 50th Percentile : 21 MPH  
 85th Percentile : 24 MPH  
 95th Percentile : 27 MPH

Stats  
 10 MPH Pace Speed : 16-25 MPH  
 Number in Pace : 905  
 Percent in Pace : 84.8%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%  
 Mean Speed(Average) : 21 MPH

**AGREEMENT  
CONCERNING THE DEVELOPMENT  
OF DEER RUN, AN ADDITION  
TO BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between 2BD, LLC, a Kansas Company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

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

*LEGAL DESCRIPTION:*

*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 N 89°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 N 89°38'19" E, 1392.51 feet; thence S 45°24'45" W, 911.65 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 S 81°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 S 63°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 S 86°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 N 84°00'47" W; thence 55.33 feet along said curve; thence S 88°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 N 01°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.*

**WHEREAS**, the CITY is willing to consider platting of said DEER RUN;

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

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

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

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

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

*LEGAL DESCRIPTION:*

*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 N 89°38'19" E, 50.00 feet to the Point of Beginning; thence continuing along said North line of the South Half of the Northwest Quarter N 89°38'19" E, 1392.51 feet; thence S 45°24'45" W, 911.65 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 S 81°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 S 63°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 S 86°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 N 84°00'47" W; thence 55.33 feet along said curve; thence S 88°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 N 01°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.*

**PERMITTED USE:** All lots will be rezoned to R-4, and construction upon such lots shall be limited to single and multi-family units.

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

- Front building setback – twenty five (25) feet
- Street side building setback – fifteen (15) feet
- Side yard building setback – six (6) feet
- Rear building setback – twenty (20) feet

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

All lots covered by this Agreement shall be subject to the CITY'S storm water regulations.



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

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

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

Vehicle access to the tract of land herein referred to as the DEER RUN shall be limited to one entry point along Rock Road and two from Rock Spring as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in Rock Spring shall be limited to vehicles under 20 tons. Construction traffic shall enter from Rock Road. DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorists and neighbors.

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

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

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

installed, the improvements pursuant to the drainage plan.

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

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

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

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

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

The CITY shall install a wrought iron (or other type of fence approved by Kevin Arnel) fence between DEER RUN and the Kevin Arnel property and included such costs in the special assessments for DEER RUN.

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

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

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

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

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

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

Whenever existing sanitary sewer, storm water, water lines, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipe lines or transmission lines are required to be installed, lowered, encased, modified or relocated due to the subdivision or construction improvements required, and in the event it was not known at

time of platting approval, the DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction.

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

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

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

**MAINTENANCE:** DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, Rock Road right-of-way and construction outside boundaries of DEER RUN.

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

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

**ROADWAYS, PARKING, DRIVES, and ACCESS:** The DEVELOPER shall cause to be

installed, according to the design standards of the CITY, minimum twenty nine (29) foot back to back paved street with curb and gutter on all streets in DEER RUN. Additionally, the DEVELOPER shall make suitable repairs to the east half of Rock Road, directly south of the main driveway to the Kevin Arnel Property. This section of road is currently experiencing rutting and shoving. The area to be repaired is approximately 150' x 7'. The repair work shall be coordinated with the City Engineer.

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

Plat shall contain two access entry points for the Kevin Arnel Property.

Vehicle access to the tract of land herein referred to as the DEER RUN shall be limited to three entry points. One along Rock Road and two within the Rock Spring Addition as recommended by the Sedgwick County Fire Department for fire protection purposes for emergency vehicles. Traffic in DEER RUN shall be limited to vehicles under 20 tons.

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

DEVELOPER shall pay to CITY a onetime equity fee to access the sewer main along the south side of the development of \$50,000.00.

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

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

**SIGNAGE.** Signs of such location, type and size as shall be approved as part of the building permit process or by the Governing Body, giving due regard to the prevailing type, size and pattern of location utilized throughout the area. All signage shall comply with the

applicable ordinances and zoning regulations of the City and be submitted in writing to the CITY for written approval.

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

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

DEVELOPER shall pay to CITY a onetime equity fee to access the water main along the south side of the development of \$50,000.00.

**BONDING CAPACITY.** Assurances are to be provided whenever the CITY has been furnished a financial guarantee (irrevocable letter of credit, corporate completion bond, cashier's check, escrow account or cash) on 35% of the estimated principal cost of the project (engineering design, construction, inspections, temp note interest and administration). The Letter of Credit (LOC) or bond will be in the form approved by the CITY and name the City of Bel Aire as beneficiary. The assurances will serve to protect the general taxpayers of Bel Aire from subsidizing the special assessment debt. The assurance shall be filed prior to any debt being issued by the CITY for any of the expenses mentioned above and be in the equal to 35% of these same costs. It is understood that this letter of credit shall be automatically renewed for additional 2-year periods unless the DEVELOPER notifies the CITY in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time the DEVELOPER may draw up to the full amount of the credit available at that time. Provided there are no delinquent taxes or special assessments owed by the DEVELOPER, the financial guarantee will be released upon request of the DEVELOPER when development (issuance of satisfactory framing by the City of Bel Aire) of 35 percent of the properties covered by the LOC, the CITY will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released the CITY shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments.

**MISCELLANEOUS:**

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

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

**RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER:** Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of streets, sewer, and water facilities for DEER RUN or other projects or additions, including excavation, storm sewers and detention ponds, the costs for which shall be spread as special assessments against the addition on a fractional/square footage basis, but not for three (3) years, or until the year 2020.

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

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

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

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

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

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

**THIS AGREEMENT** is hereby executed on this 21 day of June, 2016.

2BD, LLC, DEVELOPER OF DEER RUN,  
an addition to Bel Aire, Sedgwick County,  
Kansas

BY:   
Michael J. Brand, Member

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the 21 day of June, 2016 and is hereby executed on this 21 day of June, 2016.

  
MAYOR, DAVID AUSTIN

SEAL

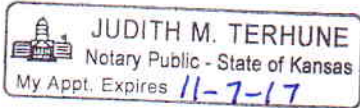
ATTEST:

  
CITY CLERK, JAMIE HAYES



ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this 28<sup>th</sup> day of July, 2016, before me, a Notary Public, came Michael J. Brand, Member of ZBD, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the forging Agreement as the Developer of Deer Run, an Addition to Bel Aire, Sedgwick County, Kansas.



Judith M. Terhune  
NOTARY PUBLIC

My Appointment Expires: 11-7-17

~~BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public, came Mr. David Austin, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the forgoing Agreement Concerning the Development of the Lycee Heights, an Addition to Bel Aire, Sedgwick County, Kansas, and Jamie Hayes, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. David Austin.~~

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

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

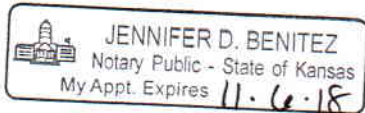
ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public, came Mike Brand, who is known to me and who personally acknowledged execution of the forging Agreement as the Developer of Deer Run, an Addition to Bel Aire, Sedgwick County, Kansas.

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

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

BE IT KNOWN BY ALL PERSONS that on this 21<sup>st</sup> day of June, 2016, before me, a Notary Public, came Mr. David Austin, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the forgoing Agreement Concerning the Development of the Deer Run, an Addition to Bel Aire, Sedgwick County, Kansas, and Jamie Hayes, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. David Austin.



*Jennifer D. Benitez*  
\_\_\_\_\_  
NOTARY PUBLIC

My Appointment Expires: 11.6.18