

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

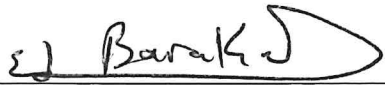
We, Barakeh Property, LLC, a Kansas limited liability company, do hereby certify that petitions(s) for the following improvements have been submitted to the City Council of the City of Bel Aire, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving and Storm Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Elk Creek 3rd, Bel Aire, Sedgwick County, Kansas, may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 2nd day of Sept, 2022.

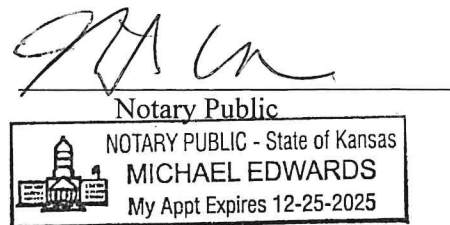
Barakeh Property, LLC, a Kansas limited liability company.

By: 
Emad Barakeh, Member, Barakeh Property, LLC
A Kansas limited Liability Company

BE IT REMEMBERED, that on this 2nd day of September, 2022, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Emad Barakeh, Member, Barakeh Property, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited partnership.

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

(My Commission Expires : 12-25-2025)



**PETITION
WATER DISTRIBUTION SYSTEM – ELK CREEK 3RD**

TO: The Mayor and City Council (the “Governing Body”)
City of Bel Aire, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Bel Aire, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements are **\$44,830**, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are **\$6,421** for a total of **\$51,251**, exclusive of interest on financing and administrative and financing costs. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**ELK CREEK 3RD
Lots 1 – 3, Block A
Lots 1 – 7, Block B**

(d) The proposed method of assessment is: **equally per lot (10 lots).**

In the event all or part of the lots or parcels in the proposed improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by the City of Bel Aire.

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


(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
BARAKEH PROPERTY, LLC, A KANSAS LIMITED LIABILITY COMPANY By: <u></u> Emad Barakeh, Member		ELK CREEK 3RD Lots 1 – 3, Block A Lots 1 – 7, Block B

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

City Clerk

**PETITION
SANITARY SEWER – ELK CREEK 3RD**

TO: The Mayor and City Council (the “Governing Body”)
City of Bel Aire, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Bel Aire, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements are **\$86,310**, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are **\$9,048** for a total of **\$95,358**, exclusive of interest on financing and administrative and financing costs; said estimated amount. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

ELK CREEK 3RD
Lots 1 – 3, Block A
Lots 1 – 7, Block B

(d) The proposed method of assessment is: **equally per lot (10 lots).**

In the event all or part of the lots or parcels in the proposed improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by the City of Bel Aire.

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

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
BARAKEH PROPERTY, LLC, KANSAS LIMITED LIABILITY COMPANY By: <u>Emad Barakeh</u> Emad Barakeh, Member		ELK CREEK 3RD Lots 1-3, Block A Lots 1-7, Block B

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

City Clerk

**PETITION
PAVING & STORM IMPROVEMENTS – ELK CREEK 3RD**

TO: The Mayor and City Council (the “Governing Body”)
City of Bel Aire, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Bel Aire, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement on Old Mill Court, with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements are **\$312,165**, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are **\$ 0** for a total of **\$312,165**, exclusive of interest on financing and administrative and financing costs. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

ELK CREEK 3RD
Lots 1 – 3, Block A
Lots 1 – 7, Block B

(d) The proposed method of assessment is: **equally per lot (10 lots).**

In the event all or part of the lots or parcels in the proposed improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by the City of Bel Aire.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

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

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
BARAKEH PROPERTY, LLC, A KANSAS LIMITED LIABILITY COMPANY By: <u>Ed Barakeh</u> Emad Barakeh, Member		ELK CREEK 3RD Lots 1 – 3, Block A Lots 1 – 7, Block B

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

City Clerk

**PRELIMINARY COST ESTIMATE
WATER DISTRIBUTION SYSTEM - ELK CREEK 3RD**

(10 Lots)

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Site Clearing & Restoration	1	LS	\$ 3,000.00	\$ 3,000.00
Connect to Existing WL	1	ea	\$ 2,500.00	\$ 2,500.00
Pipe, WL 8"	580	LF	\$ 40.00	\$ 23,200.00
Valve Assembly, 8" Gate	1	ea	\$ 1,500.00	\$ 1,500.00
Valve Assembly, Blowoff	2	ea	\$ 1,500.00	\$ 3,000.00
			SUBTOTAL	\$ 33,200.00

CONSTRUCTION COST	\$ 33,200.00
ENGINEERING, BONDING, ADMIN., ETC. (35%)	\$ 11,620.00
GRAND TOTAL	\$ 44,820.00

**PRELIMINARY COST ESTIMATE
SANITARY SEWER - ELK CREEK 3RD**

(10 Lots)

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Site Clearing & Restoration	1	LS	\$ 3,000.00	\$ 3,000.00
Core Drill into Existing Manhole	1	ea	\$ 2,500.00	\$ 2,500.00
MH, Standard SS (4')	4	ea	\$ 4,500.00	\$ 18,000.00
Pipe, SS 8"	770	LF	\$ 45.00	\$ 34,650.00
Flowable Fill	42	LF	\$ 90.00	\$ 3,780.00
Riser Assembly, Cleanout	1	ea	\$ 2,000.00	\$ 2,000.00
			SUBTOTAL	\$ 63,930.00

CONSTRUCTION COST	\$ 63,930.00
ENGINEERING, BONDING, ADMIN., ETC. (35%)	\$ 22,375.50
GRAND TOTAL	\$ 86,305.50

**PRELIMINARY COST ESTIMATE
PAVING & STORM - ELK CREEK 3RD**

(10 Lots)

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Site Clearing & Restoration	1	LS	\$ 20,000.00	\$ 20,000.00
Erosion Control & Seeding	1	LS	\$ 5,000.00	\$ 5,000.00
Earthwork	1	LS	\$ 2,000.00	\$ 2,000.00
Concrete Pavement (6")	2,364	SY	\$ 50.00	\$ 118,200.00
Concrete C&G, Type 2	1,450	LF	\$ 12.00	\$ 17,400.00
Crushed Rock Base, 5" Reinf.	2,615	SY	\$ 10.00	\$ 26,150.00
Flowable Fill	34	LF	\$ 50.00	\$ 1,700.00
Graded Drive Inlets	3	ea	\$ 4,000.00	\$ 12,000.00
Pipe, End Section 24"	7	ea	\$ 750.00	\$ 5,250.00
Pipe, SWS 12"	60	LF	\$ 45.00	\$ 2,700.00
Pipe, SWS 15"	28	LF	\$ 50.00	\$ 1,400.00
Pipe, SWS 18"	86	LF	\$ 55.00	\$ 4,730.00
Pipe, SWS 24"	80	LF	\$ 60.00	\$ 4,800.00
Rip-Rap, Light Stone	84	SY	\$ 100.00	\$ 8,400.00
Signing	1	LS	\$ 1,500.00	\$ 1,500.00
			SUBTOTAL	\$ 231,230.00

CONSTRUCTION COST	\$ 231,230.00
ENGINEERING, BONDING, ADMIN., ETC. (35%)	\$ 80,930.50
GRAND TOTAL	\$ 312,160.50