

CITY COMMISSION MEETING

Winfield, Kansas

Special Called Meeting

DATE: Thursday February 24, 2022
TIME: 8:00 a.m.
PLACE: Community Council Room, City Hall, 200 E 9th Avenue

A G E N D A

CALL TO ORDER.....Mayor Ronald E. Hutto

ROLL CALL.....City Clerk Brenda Peters

BUSINESS FROM THE FLOOR

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2211 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement between the City of Winfield, Kansas and Petra Winfield Residences, LLC, for providing the sale, development and utility improvements for Stonebrook Subdivision, a residential development.

ADJOURNMENT

-Next regular work session 4:00 p.m. Thursday March 3, 2022.
-Next regular meeting 5:30 p.m. Monday, March 07, 2022.



Request for Commission Action

Date: February 23, 2022

Requestor: Taggart Wall, City Manager

Action Requested: Authorizing the Mayor and City Clerk to execute a development agreement for development of Stonebrook Subdivision, a residential subdivision.

Analysis: As discussed for many months, staff has been in conversation and negotiations with a developer for a proposed multi-unit development. The agreement sets forth the sale of certain city property, developer requirements and certain incentives. The agreement is subject to final platting approval and demonstrated financial ability by the developer.

On 2/14/2022, the Planning Commission recommended to the Governing Body the re-zoning of certain land from R-3 (high density residential) to PUD (planned unit development). This change will allow the developer maximum flexibility for land use within the zoning regulations—subject to Planning Commission and City Commission approval.

The Planning Commission also recommended approval to the Governing Body for the preliminary platting of the Stonebrook Subdivision. The developer has applied for final platting to be considered in March.

The proposed development includes 203 apartments.

Housing is the “number one priority” identified in the City’s Comprehensive Plan. In the plan, 72% of respondents indicated that the City should invest more resources in attracting residential development.

Fiscal Impact: The development includes the provision of utilities at the expense of the developer. The City has offered a 7 year, 90% tax abatement and sales tax exemption through the issuance of IRBs (Industrial Revenue Bonds) for the project as well as the creation of a Community Improvement District, at the developer’s request, to allow for the levying of special assessments and the issuance of developer backed special obligation notes. The agreement calls for no less than 150 apartment units to be completed for the issuance of the IRB.

Attachments: Draft Development Agreement

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement between the City of Winfield, Kansas and Petra Winfield Residences, LLC, for providing the sale, development and utility improvements for Stonebrook Subdivision, a residential development.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement between the City of Winfield, Kansas and Petra Winfield Residences, LLC, for providing the sale, development and utility improvements for Stonebrook Subdivision, a residential development, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

Section 2. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 24th day of February 2022.

(SEAL)

Ronald E Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager

DEVELOPMENT AGREEMENT

Between the

CITY OF WINFIELD, KANSAS

And

PETRA WINFIELD RESIDENCES, LLC.

February XX, 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), is made and entered into as of February_, 2022 (the “**Effective Date**”), by and between the **CITY OF WINFIELD, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), and **PETRA WINFIELD RESIDENCES, LLC**, a Kansas limited liability company (“**Developer**”), (the Developer and the City are collectively referred to as the “**Parties**” and each a “**Party**”).

RECITALS

A. The City owns a certain parcel of land in the City (“Parcel A,” as further described below) located adjacent to the intersection of 19th Ave and Bliss St., Winfield, Kansas, more particularly described on *Exhibit A* attached hereto.

B. The City previously made improvements, together with Bliss Developments, LLC, to an adjacent parcel located at the same site.

C. The City wishes to sell ~~a certain~~ Parcel A to the Developer for development and the Developer wishes to purchase and develop the Parcel A, together with adjacent property, with no less than 150 apartment units (the “New Facilities”) following replatting pursuant to the terms of this Agreement.

D. The City deems it necessary and in the best interest of the City to have required infrastructure improvements constructed in accordance with the policies and requirements of the City.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

PROPERTY PURCHASE

1. City agrees to provide a quit claim deed to Developer for Parcel A, as defined below, upon approval by the Governing Body of the final plat and the occurrence of following conditions precedent: Developer has provided documentation, reasonably satisfactory to the City, that the Developer has secured a loan commitment from a qualified credit facility for construction financing of the whole of the development including no less than 150 apartment units and associated and required improvements to the site including internal street/parking paving and utilities and a letter of credit for the Special Assessments (defined below). special assessments levied pursuant to Ordinance No. 4140 of the City (the “Existing Special Assessments”).

~~The parcel,~~ “Parcel A” is legally described as follows:

Lots 4 through 14, Block A, along with all of the right-of-way of Devin Ann Drive and the South 236 feet of the right-of-way of Elaine Drive, all in Stonebrook Addition to the City of Winfield, Cowley County, Kansas.

- a. Parcel A is to be replatted, together with another parcel, "Parcel B" legally described as below, creating a new parcel, "New Parcel", as determined by the platting and subdivision regulations subject to approval by the Planning Commission and the Governing Body of the City.

- i. Parcel B is legally described as follows:

Lots 1 through 3 and Lots 15 through 17, Block A, Stonebrook Addition to the City of Winfield, Cowley County, Kansas.

- b. The Developer agrees to provide all necessary engineering, surveying, studies and professional services for the replatting of Parcel A and Parcel B into the New Parcel.

2. **Previous Special Assessments.** ~~Certain special assessments~~The Existing Special Assessments have previously been ~~petitioned or~~ levied upon Parcel B ~~(the "Special Assessments")~~. Through its acquisition and ownership of Parcel B, the Developer will become responsible for payment of the Existing Special Assessments as they become due. The Developer shall through an established bank or financial institution, as approved by the City, establish a line of credit, escrow account or other acceptable form of surety, and have the financial institution provide to City a letter of credit in sufficient amount to cover the cost of the first two years of the Existing Special Assessments, in an approximate total amount of twenty-five thousand dollars (\$25,000.00). The letter of credit shall be furnished to City by the bank or financial institution prior to the transfer of the deed of Parcel A via quitclaim from the City to Developer.

- a. The letter of credit shall be released upon the earlier of (i) the Building Official for the City issuing ~~an a full~~ occupancy permit for ~~an at least one~~ apartment building that includes not less than 24 apartment units therein on the New Parcel, or (ii) the Existing Special Assessments having been paid in full. If the Developer transfers or conveys the New Parcel to an permitted assignee pursuant to this Agreement prior to satisfaction of either subsection (i) or (ii) of this paragraph, the Developer's letter of credit will be only be released if the City, in its discretion, accepts a replacement letter of credit from the permitted assignee, or (iii) the sale or other transfer of Parcel B by Developer. Should. Should Existing Special Assessments become delinquent for a period of one calendar year, City may redeem letters of credit for unpaid special assessments against applicable parcel(s).

3. **Property Reversion.** Should Developer not have a contract for construction of the New Facilities, with reasonable construction start pending, as acceptable to the City, by December 31, 2022, and provided no substantial improvements have been made to the New Parcel, the City shall have an option to repurchase Parcel A at no cost. In the event special

assessments have been levied against Parcel A with ~~related~~regards to the CID (defined below), following the City's reacquisition of Parcel A Developer will be directly responsible to the City for the payment of such special assessments as the same become due. The City reserves the right to further transfer all or a portion of Parcel A to the City's land bank established pursuant to K.S.A. 12-5901 et seq. (the "Land Bank Act"). The City's land bank may subsequently transfer ownership of all or any portion of Parcel A with such modifications to the special assessments related to a CID as permitted by the Land Bank Act.

UTILITY AND SITE IMPROVEMENTS TO "NEW PARCEL"

1. Developer agrees to provide necessary required infrastructure improvements (the "Infrastructure Improvements") per the City of Winfield Subdivision, Zoning and Municipal Code and in accordance with the specifications of the City of Winfield and Kansas Department of Health and Environment. All Infrastructure Improvements described below will be constructed to City standards and specifications, and approved in writing by the City upon completion.
 - a. Developer agrees to contract and pay for all costs with a licensed design professional for design of street paving/parking, sanitary sewer, stormwater drainage and water improvements. Developer will have plans prepared for construction, subject to approval of the City. Additional engineering services may include, but are not limited to, engineering design, NPDES permit preparation, field staking, surveys, and any construction inspection. Also included shall be the cost of geotechnical testing, soil compaction testing, and quality assurance testing of all materials used in the ~~improvement~~Infrastructure Improvement and the New Facilities.
 - b. Developer agrees to construct and pay for all costs of the installation of the street paving/parking, sanitary sewer, stormwater drainage and water improvements. Street paving/parking and stormwater drainage shall include necessary grading, concrete curb and gutter, asphaltic or concrete roadway surface on a stabilized base and drainage appurtenances within the subdivision and any internal street lighting. Sanitary sewer improvements shall include sewer main, manholes, ~~wy~~erswyes, risers, service to structure and other necessary appurtenances. Water improvements shall include water main, fire hydrants, valves, service lines, meters, service to structure and other necessary appurtenances.
 - i. ~~Streets, sanitary sewer, stormwater drainage, and w~~Water improvements to the meter setting, shall become public assets including dedicated access utility easements within the development to the City's specification. The City agrees to accept maintenance on ~~said-the water~~ improvements following date put in-service as acceptable to the City.

- ii. The City agrees to waive any and all water and sewer initial hook-up and initial meter fees or charges.
- c. Developer agrees to provide all necessary electric load data, to allow the City to provide all plans and specifications, as required. Plans and specifications for electric improvements shall be prepared by the City at no charge to the Developer. Installation for underground electric utility improvements up to the meter setting shall be provided by the City. Developer agrees to pay for all associated installation costs and shall be billed for materials and labor/equipment at cost or other standard rates established by the City of Winfield. Fifty-percent of the value of said materials will be due from the Developer to the City prior to procurement. Electric utility improvements up to the meter setting shall become public assets including dedicated access utility easements within the development to the City's specification. The City agrees to accept maintenance on ~~said the electric utility~~ improvements following date put in-service as acceptable to the City.
- d. Natural gas utility improvements are not part of this agreement and if requested by the Developer at a later date, mains shall be provided in a separate agreement. Current estimates are for main extension at \$9.00 per l.f. Each individual service shall be billed at a time and material basis, based upon City rates.

DEVELOPMENT OF "NEW PARCEL"

- 1. Developer will cause to be designed, engineered and constructed an apartment complex on New Parcel, including the Infrastructure Improvements (except as otherwise set forth above), (the "**New Facilities**").
 - a. Developer will obtain all Governmental Approvals for the New Facilities and the New Facilities will conform to all approved plans for such improvements as provided in this Agreement, applicable building codes, City Ordinances and all other applicable rules and regulations. New Facilities shall include no less than 150 apartment units.
 - b. The Developer's capital investment (including fees and interest) in the New Facilities will be greater than \$18,000,000.00.
 - c. The Developer will commence site work on the New Facilities no later than August 1, 2022. ~~(provided however that such work shall commence no later than August 1, 2023 regardless of any Excusable Delay as described below unless otherwise agreed by the City in writing).~~
 - d. Mass grading work of the New Facilities will be substantially completed no later than March 1, 2023. ~~(provided however that such work shall be substantially completed no later than March 1, 2024, regardless of any Excusable Delay as described below unless otherwise agreed by the City in writing).~~
 - e. No later than December 31, 2024, the Developer will cause the New Facilities to reach substantial completion, meaning a Full Certificate of Occupancy from the

City of Winfield Building Official shall have been issued upon 75% of units in the New Facilities ("Substantial Completion"); (provided however that such work shall be substantially completed as set forth herein no later than December 31, 2027~~5~~, regardless of any Excusable Delay as described below unless otherwise agreed by the City in writing).

2. **New Facilities Cost.** Except as otherwise set forth in this Agreement, the Developer shall be solely responsible for and will pay all costs related to the New Facilities.
3. **City Review.** Upon reasonable advance notice, the Developer shall meet with the City to review and discuss the design and construction of the New Facilities to enable the City to monitor the status of construction and to determine that the New Facilities is being performed and completed in accordance with this Agreement.
4. **Construction Plans.** Upon approval of the preliminary plans and specifications, the Developer shall submit Construction Plans for the New Facilities for review and approval pursuant to the City Building Code. Construction Plans may be submitted in phases or stages. The Construction Plans shall be in sufficient completeness and detail, which shall be at least 30% complete, to show that construction will be in conformance with this Agreement. The Developer agrees that all construction, improvement, equipping, and installation work on the New Facilities shall be done in accordance with the Construction Plans, and this Agreement. The Developer will furnish to the City the number of copies of the Construction Plans as required by the City.
5. **Construction Permits, Approvals.** Before commencement of construction or development of any buildings, structures or other work or improvements as part of the New Facilities, the Developer shall secure or cause to be secured any and all permits and approvals which may be required by the City. Such permits and approvals may be obtained by Developer in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law without unreasonable delay; except the City shall not be required to issue any such permits or approval for any portion of the New Facilities not in conformance with this Agreement. The City agrees to will not waive any ~~and all~~ building permit, inspection, and or site plan/plans and specifications review fees.
6. **Land Use Restrictions.** The New Parcel may be used for activities incidental to the intended operation of an apartment complex; and which conform to approved uses in accordance with the City's zoning requirements.

ECONOMIC DEVELOPMENT INCENTIVES

1. **Industrial Revenue Bonds.** The City declares an intent to issue, pursuant to K.S.A. 12-1740 *et seq.* (the "IRB Act"), industrial revenue bonds; ("IRB's"), in one or more series, to finance construction of the New Facilities, subject to satisfaction of the conditions set forth in this ~~agreement~~ Agreement.
 - a. **Sales Tax Exemption.** 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 New Facilities and financed with proceeds of the IRB’s are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefor. The City agrees that upon timely receipt from the Developer of the ~~an~~ IRB application, the City will place consideration of ~~an ordinance~~ a resolution declaring its intent to establish the ~~CID~~ IRB’s on or before its ~~April 18~~ May 2, 2022 City Commission meeting and, ~~thereafter if approved~~, will apply to the State Department of Revenue for a sales tax exemption certificate upon the Developer’s written acceptance of a letter of intent containing the City’s conditions to the issuance of the Bonds, but no later than May ~~15~~, 2022.

b. **Property Tax Exemption.** Exemption of ad valorem property taxation with respect to property financed by the IRB’s shall be requested by the Developer at a rate of no more than 90% for 7 years and granted by the City, subject to satisfaction of the conditions set forth in this Agreement, the execution of a payment in lieu of taxes agreement between the City and the Developer, and the City’s issuance of the IRB’s. The Parties agree the intention is to issue the IRB’s upon completion of the New Facilities and for the tax abatement to commence in the year following completion of the New Facilities.

c. **Conditions of IRB Issuance.** The issuance of the IRB is subject to the satisfaction of the following:

- (i) the Developer’s full compliance with the terms of this Agreement;
- (ii) the successful negotiation and sale of the ~~Bonds~~ IRB’s to a purchaser, which shall be the Developer or a financial institution determined by the Developer and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Developer and not the City;
- (iii) the receipt of the approving legal opinion of Gilmore & Bell, P.C. (“Bond Counsel”) in form acceptable to the City, the Developer and the Purchaser;
- (iv) the obtaining of all necessary governmental approvals to the issuance of the ~~Bonds~~ IRB’s; and the commitment to and payment by the Developer or Purchaser of all expenses relating to the issuance of the ~~Bonds~~ IRB’s, including, but not limited to: (1) expenses of the City and the City Attorney; (2) any placement fees and expenses; (3) all legal fees and expenses of Bond Counsel; and (4) all recording, filing fees and other expenses required by the IRB Act.

2. **Creation of Community Improvement District.** Developer declares an intent to request, and the City ~~declares an intent~~ agrees to consider the request to, create, pursuant to K.S.A. 12-6a26 *et seq.* (the “CID Act”), a community improvement district (“CID”) and levy special assessments against the New Parcel, (the “CID Special Assessments”), as required and requested, to finance, in part, construction of the New Facilities, subject to satisfaction of the conditions set forth in this Agreement.

a. The Developer will submit a petition (“CID Petition”) in conformance with the CID

Act, and any other related special assessment petitions, required to request the establishment of the CID and ~~special assessments~~ the CID Special Assessments.

- b. The City agrees that upon timely receipt from the Developer of the CID Petition, the City will place consideration of an ordinance to establish the CID on or before its ~~April 18~~ May 2, 2022 City Commission meeting.
- c. The Developer will seek, acquire, and complete financing sufficient to provide up to \$4,500,000 to pay costs of the New Facilities (the "CID Debt") from an out-of-state issuer, financial institution, or other third-party debt provider and will be solely responsible for all costs thereof. No special obligation notes or bonds will be requested of, issued by, or required by the City for the New Facilities.
- d. The City will, pursuant to the provisions of the CID Act and CID Petition, ~~assess~~ levy the CID Special Assessments upon the New ~~Facilities the costs~~ Parcel to pay the principal and interest upon the CID Debt as the same become due and payable for a period of 22 years from the issuance of the CID Debt (or such other period as agreed to by the City and Developer and permitted by the CID Act). ~~The first payment of special assessments will be due no earlier than May 2024~~ The first payment of the CID Special Assessments will be due no earlier than December 2024. Notwithstanding anything to the contrary, the City shall have no responsibility for the repayment of the CID Debt other than to provide for the distribution of the CID Special Assessments, if any, to the trustee therefor. In the event the CID Special Assessments are not sufficient to provide for the repayment of the CID Debt, the City has no obligation or duty to (i) levy any form of taxation other than the CID Special Assessments pursuant to the terms of this Agreement or (ii) make any appropriation for the payment of such CID Special Assessments or CID Debt. The Developer will indemnify and hold the City harmless from any costs or expenses that may be incurred by the City associated with the CID Special Assessments and such indemnification will survive the expiration or earlier termination of this Agreement.
- e. The City shall ~~complete~~ prepare a Tax Distribution Agreement or similar with applicable tax collecting entities to direct the collection of said special assessments directly to the applicable trustee.

MISCELLANEOUS

1. **Excusable Delay.** In addition to specific provisions of this Agreement, performance of a party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended for the period of any Excusable Delay, where the party seeking the extension has acted diligently and delays or defaults are due to such Excusable Delay. "Excusable Delay" means any delay in the performance of obligations under this Agreement which is beyond the reasonable control and without the fault of the Party affected and which the affected Party may not overcome despite good faith efforts

and diligence, caused by damage or destruction by fire or other casualty, strike, war, riot, sabotage, act of public enemies, epidemics, default of another party, delays in consents or approvals of the City Commission, building officials, or other City departments, freight embargoes, shortage of materials, unavailability of labor, acts of God, including earthquake, adverse weather conditions such as, by way of illustration and not limitation, severe rain, snow or ice storms or below freezing temperatures of abnormal degree or abnormal duration, freezing temperatures that prevent the prudent installation of concrete or similar materials, tornadoes, floods, or other causes beyond the reasonable control or fault of the affected Party, which shall include but not be limited to any pending or threatened litigation interfering with or delaying the construction of all or any portion of the New Facilities, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

2. **Amendment.** This Agreement may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their successors in interest.

2.3. Successors and Assigns.

(a) This agreement will be binding on and inure to the benefit of the Parties and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.

(b) Until Substantial Completion of the New Facilities has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval will not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the New Facilities and the Infrastructure Improvements, all in accordance with this Agreement. Notwithstanding the foregoing, Developer is permitted to subcontract the construction of any portion of the New Facilities or Infrastructure Improvements without the consent of City but Developer will remain liable under this Agreement.

(c) The City hereby approves, and no prior consent will be required in connection with:

(i) the right of Developer to encumber or collaterally assign its interest in the New Parcel or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of costs of the New Facilities, or the right of the holder of any such encumbrance or transferee of any such collateral assignment;

(2) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a related party (meaning any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity); or

(3) the right of Developer to sell or lease individual portions of the New Facilities in the ordinary course of the development thereof;

provided that in each such event Developer named herein will remain liable hereunder for the Substantial Completion of the New Facilities and the Infrastructure Improvements, and will be released from such liability hereunder only upon Substantial Completion.

3.4. Authorization. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City ~~Manager~~ Administrator and for the Developer by any officer of the Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City ~~Manager~~ Administrator may seek the advice, consent or approval of the City ~~Commission~~ Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

4.5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

5.6. Consents. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld or unduly delayed.

IN WITNESS WHEREOF, the foregoing Agreement is executed this ____ day of _____, 2022.

DEVELOPER
Petra Winfield Residences, LLC

Noah Swank, Manager

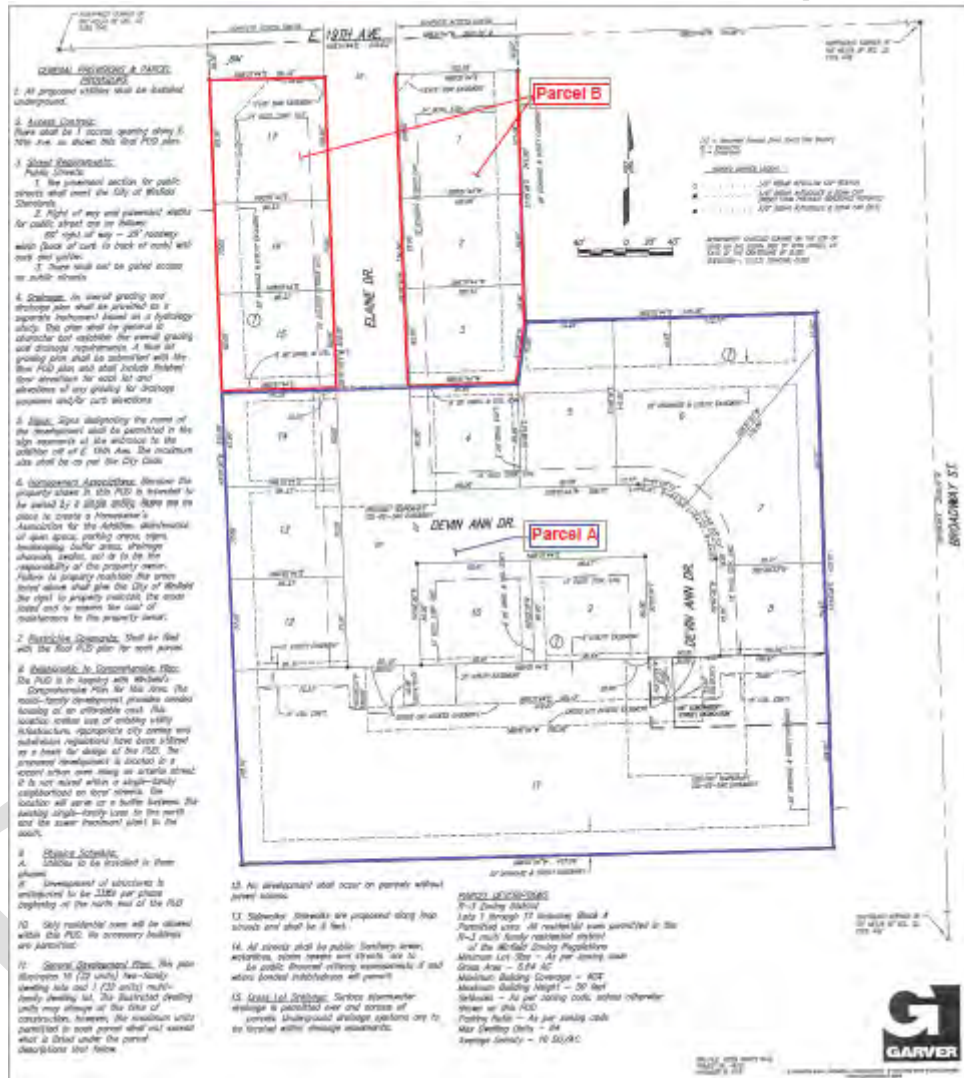
CITY

Ronald E. Hutto, Mayor

Attest:

Brenda Peters, City Clerk

DEPICTION OF THE NEW PARCEL



DRAFT

WINFIELD BOARD OF ZONING APPEALS
GoToMeeting Minutes
February 14th, 2022

Attendance: Willie Tuttle - Chair, Rich Cowlshaw – Vice-Chair, Marcia McIntire, Mike Mildfelt, Robert Gottlob, and Anne Jarrett were members present. Also present were Taggart Wall –City Manager, Patrick Steward – Director of Public Improvements, Eryn Ebach Freund – Community Development Planner, and Tania Richardson from City staff.

Guest present were Tylan Dyer with Petra Development, Lucas Brooks and Carmen Onken with GLMV, and Will Clevenger with Garver.

Chairperson Willie Tuttle called the meeting to order at 5:31 p.m.

Minutes: Mr. Tuttle made a motion to approve of the minutes from December 13th, 2021.

Robert Gottlob moved, and Rich Cowlshaw seconded the motion to approve the minutes as presented.

Motion carried.

New Business:

Item 1: Case No. PC-2021-02 – Petition for a zoning change from "R-3" High-Density Residential District to "PUD," Planned Unit Development at lots 1-17 Stonebrook Addition, to the City of Winfield, Cowley County, Kansas, filed by the City of Winfield and Bliss Development LLC, owners, and Petra Development, agent.

Item 2: Case No. PC-2021-03- Petition for preliminary plat approval at lots 1-17 Stonebrook Addition, to the City of Winfield, Cowley County, Kansas, filed by the City of Winfield and Bliss Development LLC, owners, and Petra Development, agent.

Mr. Tuttle opened the meeting to the public.

Action Items:

Mr. Clevenger with Garver explained his role as the surveyor for this project and presented the preliminary plat. Following his presentation, he invited the Commission to respond with questions.

Mr. Tuttle inquired about the entrance to the proposed development.

Mr. Clevenger explained that Elaine Drive would serve as the entrance and exit for the community.

Mr. Mildfelt asked if there were any issues with flooding?

Mr. Clevenger explained the presented elevations were inaccurate and that he and GLMV staff were working to evaluate drainage from the site.

Mr. Mildfelt inquired about where it will drain.

Mr. Clevenger explained it would drain to the west. He also explained he would get with the developer and their appropriate representatives to address these questions further.

Taggart Wall spoke about the community's housing shortage and how it had been a topic of concern for years. Mr. Wall mentioned that the 2020 Comprehensive Plan identified housing as the top challenge for the community and shared the need for citizens to feel like Winfield is a place they can live, work, and retire.

He explained that increased wages and job growth have led to a higher demand for middle-income housing. As local businesses continue to add new full-time jobs, additional accommodations will be necessary to attract and retain workers.

Lastly, Mr. Wall mentioned the public's overwhelming support for housing expansion, citing 2019 community survey data.

Anne Jarrett asked Mr. Wall to explain the City's involvement in the PUD application.

Mr. Wall responded to Ms. Jarrett by explaining that the City owns a small portion of the property in question.

Tylan Dyer explained Petra Investments' development model and provided a brief overview of the proposed project. He expressed his desire to answer any questions the Commission had regarding the development.

Mr. Tuttle stated his concern with potential traffic from the development.

Mr. Dyer explained that Petra would continue to research the development's impact on traffic and engage GLMV and city staff in the discussion. However, he stated that he did not see any issues with traffic at this time. Mr. Dyer also explained that this development would be constructed of quality materials and considered market-rate housing.

Mr. Tuttle asked about units and how they would be priced.

Mr. Dyer responded to Mr. Tuttle, stating the units would range from \$800 to \$1100.

Robert Gottlob asked if Petra Development had completed projects like this in similar communities.

Mr. Dyer stated they had not done this in other communities but typically purchased and refurbished units rather than building them from scratch. He indicated their model aims to create a spark encouraging larger companies to follow.

Mr. Mildfelt asked about their construction plan.

Mr. Dyer explained that Petra plans to continue fundraising for the project while the design takes place. He anticipates this will take two and a half months. Then, ideally, plan review and permitting could begin, and they could break ground shortly after.

Mr. Mildfelt also asked about construction companies and staffing.

Mr. Dyer explained that multiple general contractors would be on-site and expressed that competitive bids would be selected.

Mr. Mildfelt and Mr. Dyer also discussed the exterior design, which Mr. Dyer explained would be brick on the first level, and second and third levels would be attractive siding.

Mr. Gottlob inquired about landscaping, to which Mr. Dyer answered that there is a desire to landscape the community so that it is attractive and cohesive to the surrounding community.

Patrick Steward went over plat details explained the nature of the two cases and the difference between PUD and R-3 zoning. He discussed the potential impact on utilities and reminded the Commission that parking, and access issues would be limited to the development's residents. Mr. Steward also reminded the Commission that the lots were previously platted for duplexes, requiring the replat. Lastly, Mr. Steward mentioned the developer's desire to plat a portion of the property as an out lot.

Marcia McIntire inquired about playgrounds, and Mike Midfelt asked if the planned development had storm shelters. Due to project constraints, Mr. Dyer explained there would not be storm shelters or playgrounds.

Mr. Tuttle inquired about the potential for another point of access to the proposed community.

Mr. Steward explained there would be physical limitations to adding a second access point. However, a single access point is seen as a safety feature in many communities.

Mr. Dyer explained that the proposed development would have sufficient fencing and screening.

Mr. Tuttle inquired about the acreage.

Mr. Clevenger confirmed the property is 6.1 acres.

Mr. Wall explained that this project would be eligible for the neighborhood revitalization program and explained the logistics for other incentive programs.

Eryn Ebach Freund presented sections 16-3 of the zoning regulations, which outline specific standards and conditions for the consideration of a planned unit development.

Mr. Tuttle closed the floor to the public.

Mr. Tuttle made a motion to recommend approval of the zoning change.

Mr. Cowlshaw and Mr. Gottlob seconded the motion.

Motion approved.

Mr. Tuttle made a motion to recommend approval of the preliminary plat.

Mr. Cowlshaw and Mr. Gottlob moved and seconded.

Motion approved.

Mr. Steward reminded the Commission that this is only a recommendation for approval to the City Commission.

Mr. Tuttle made a motion to adjourn the meeting.

Mr. Cowlshaw moved, and Mr. Mildfelt seconded the motion to adjourn the meeting.

Meeting adjourned at 6:32 p.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Tania Richardson".

Tania Richardson,
Acting Secretary

WINFIELD CITY PLANNING COMMISSION

AGENDA

Monday, February 14th, 2022

Time: 5:30 P.M.

Place: Community Council Meeting Room, City Hall, 200 E. 9th Ave.

Roll Call:

Minutes: December 13th, 2021

New Business:

Item 1: Case No. PC-2021-02 - Petition for a zoning change from “R-3” High Density Residential District to “PUD”, Planned Unit Development at lots 1-17 Stonebrook Addition, to the City of Winfield, Cowley County, Kansas, filed by the City of Winfield and Bliss Development LLC, owners, and Petra Development, agent.

Item 2: Case No. PC-2021-03- Petition for preliminary plat approval at lots 1-17 Stonebrook Addition, to the City of Winfield, Cowley County, Kansas, filed by the City of Winfield and Bliss Development LLC, owners, and Petra Development, agent.

Adjournment.

WINFIELD PLANNING COMMISSION
Meeting Minutes
December 13th, 2021

Attendance: Members present were Willie Tuttle - Chair, David Brazil, Brenda Butters, Robert Gottlob, Don Williams, and Anne Jarrett. Also present were Patrick Steward – Director of Public Improvements, Eryn Ebach Freund – Community Development Planner, Katelyn Mays and Tania Richardson were present from City staff.

There were no guests present.

Chairperson, Willie Tuttle called the meeting to order at 5:32 p.m.

Minutes: Mr. Tuttle requested approval of the minutes from August 9, 2021, to be adopted.

Don Williams moved, and Brenda Butters seconded the motion to approve the presented minutes.

Motion carried.

New Business:

Item 1: Comprehensive Plan 2020-2040 Review

Mr. Tuttle opened the meeting.

Patrick Steward provided an overview of the comprehensive plan goals, noting any changes or updates. Mr. Steward went into detail, touching on the following items: City policies and regulations, the downtown district, transportation, housing, stormwater management, public utilities, and community facilities.

Mr. Tuttle moved to Item 2

Item 2: Resume review of city ordinance regarding the keeping of chickens within city limits.

Eryn Ebach Freund provided peer review research and presented the information.

Mrs. Ebach Freund mentioned that most communities indicated no significant changes to the community when they accepted fowl in their city limits.

Mrs. Ebach Freund provided the Commission with the following options to proceed: keeping the current ordinance, updating the ordinance to allow fowl with requirements such as coops and setbacks, or tabling the issue for further discussion.

The board discussed the different ways of possibly changing the ordinance.

Mr. Williams made a motion for no change.

Mr. Gottlob seconded the motion.

Mr. Tuttle called for a vote with all in favor say “aye”, opposed same sign.

Motion approved.

Mr. Tuttle asked for a motion to adjourn the meeting.

Mrs. Butters moved and Mr. Williams seconded to adjourn the meeting.

Meeting adjourned at 6:13 p.m.

Respectfully submitted,

Handwritten signatures of Katelyn Mays and Tania Richardson in cursive script.

Katelyn Mays and Tania Richardson
Acting Secretary

10. Parcel Tax I.D. Number: _____
11. Has the Board of Zoning Appeals granted a variance, exception or special permit concerning this property? _____
If so, explain _____
12. Date of sketch plat approval _____
13. Have any changes been made since this plat was last before the Planning Commission? _____ If so, describe _____
14. List all land proposed to be subdivided _____

15. Owners of land within 200 feet of land proposed to be subdivided _____

16. Attach five (5) copies of proposed preliminary plat.
17. Attach three (3) copies of construction plans.
18. List all contiguous land holdings under the same ownership:
- | | | | |
|---------|-------|--------|-------|
| Section | _____ | Lot(s) | _____ |
| Section | _____ | Lot(s) | _____ |
| Section | _____ | Lot(s) | _____ |
| Section | _____ | Lot(s) | _____ |

THE APPLICANT HEREBY CONSENTS TO THE PROVISIONS OF THE SUBDIVISION REGULATIONS PROVIDING THAT THE DECISION OF THE PLANNING COMMISSION SHALL BE MADE WITHIN THIRTY (30) DAYS AFTER THE CLOSE OF THE PUBLIC HEARING ON FINAL PLAT APPROVAL.

ATTACHED HERETO IS AN AFFIDAVIT OF OWNERSHIP INDICATING THE DATES THE RESPECTIVE HOLDINGS OF LAND WERE ACQUIRED, TOGETHER WITH THE BOOK AND PAGE OF EACH CONVEYANCE INTO THE PRESENT OWNER AS RECORDED IN THE COUNTY REGISTER OF DEEDS OFFICE. THIS AFFIDAVIT SHALL INDICATE THE LEGAL OWNERSHIP OF THE PROPERTY, THE CONTRACT OWNER OF THE PROPERTY, AND THE DATE THE CONTRACT OF SALE WAS EXECUTED.

IN THE EVENT OF CORPORATE OWNERSHIP: A LIST OF ALL DIRECTORS, OFFICERS, STOCKHOLDERS OF EACH CORPORATION OWNING MORE THAN FIVE PERCENT (5%) OF ANY CLASS OF STOCK MUST BE ATTACHED.

STATE OF KANSAS)
)
COUNTY OF _____)

I, MARK MCKENNA hereby depose and say that all of the above statements contained in the papers submitted herewith are true.



Mailing Address 1817 SCLARON CT.
(Street)
WINFIELD KS 67156
(City) (State) (Zip Code)

Subscribed and sworn to before me this 25 day of JANUARY
2022.


Notary Public

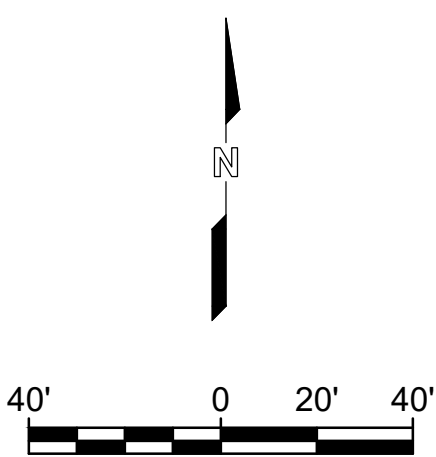
My Commission Expires: 06/29/24



Conceptual Layout

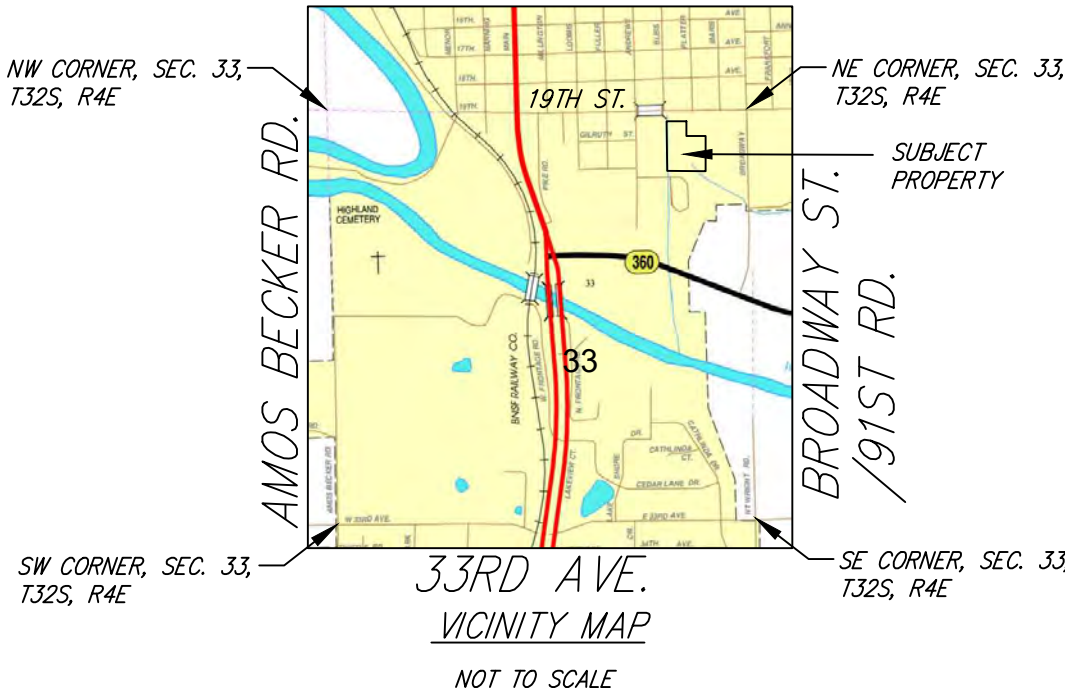
PETRA WIN RESIDENCES

Winfield, Cowley County, Kansas



BENCHMARK: CHISELED SQUARE ON THE TOP OF CURB ON THE SOUTH SIDE OF 19TH STREET, 47' EAST OF THE CENTERLINE OF BLISS ELEVATION = 1117.21 (NAVD83, G12B)

- LEGEND
- SS SANITARY SEWER (CITY OF WINFIELD)
 - OHE OVERHEAD ELECTRIC (WESTAR)
 - W WATER MAIN (CITY OF WINFIELD)
 - ⬢ FIRE HYDRANT
 - °WV WATER VALVE BOX
 - °WM WATER METER
 - ⬢ SIGN
 - °PP POWER POLE (WESTAR)
 - ⊙SS MH SANITARY SEWER MANHOLE (CITY OF WINFIELD)
 - °CO CLEAN OUT
 - ⊙ DECIDUOUS TREE (CALIPER INDICATED)
 - ⊙ CONIFEROUS TREE (CALIPER INDICATED)
 - ⊙BM BENCHMARK
 - W1 PROPOSED 8" WATER
 - SS1 PROPOSED PRIVATE SANITARY SEWER
 - UGE1 PROPOSED UNDERGROUND ELECTRICAL SERVICE LINES
 - [] PROPOSED BUILDING
 - [] FLOOD HAZARD AREA (ZONE AE)



DWG FILE: 22S04001 SURVEY BASE
PROJECT NO: 22S04001
JANUARY 14, 2022



GARVER
1995 Midfield Rd
Wichita, KS 67209
(316) 264-8008
www.GarverUSA.com

Preliminary PUD

PETRA WIN RESIDENCES

Winfield, Cowley County, Kansas

LEGAL DESCRIPTION:
All of Stonebrook Addition, Winfield, Cowley County, Kansas; EXCEPT that part described as beginning at the northwest corner of Lot 1, Block 1, in said addition; thence S02°02'30"E along the west line of said Lot 1 and extended, 264.05 feet to the southwest corner of Lot 3, Block 1, in said addition; thence S88°51'44"W, 60.00 feet to the southeast corner of Lot 15, Block 1, in said addition; thence N02°02'30"W along the east line of said Lot 15 and extended, 264.06 feet to the northeast corner of Lot 17, Block 1, in said addition; thence N88°51'44"E, 60.00 feet to the place of beginning.

OWNERS:
Bliss Development, LLC
Attn: Mark McKenna
1817 Sharon Ct.
Winfield, KS 67156

City of Winfield
Attn: Taggart Wall, City Manager
200 E. 9th - PO Box 646
Winfield, KS 67156

Mckenco7@aol.com
(620) 221-7909

TWall@WinfieldKS.org
(620) 221-5525

CONTRACT BUYER:
Petra Winfield Residences, LLC
Attn: Tylan Dyer
251 S. Whittier St.
Wichita, KS 67207

(316) 249-4886
Tylan@growwithpetra.com

SURVEYOR:
Garver, LLC
Attn: William K. Clevenger
1995 Midfield Rd.
Wichita, KS 67209

(316) 221-3027
WKClevenger@GarverUSA.com

ENGINEER:
GLMV Architecture
Attn: Angie Morgan
1525 E Douglas
Wichita, KS 67211

(316) 265-9367
Angie.Morgan@GLMV.com

EXISTING ZONING:
Property to the north is zoned R-2. Properties to the West and South are zoned P. Subject property and the rest of the surrounding property is zoned R-3. Existing use is vacant ground.

PROPOSED ZONING:
R-3/PUD

FLOOD ZONE:
According to the FEMA/FIRM Map No. 20035C0351D, effective October 19, 2010; the property shown hereon is located in Zones AE and X

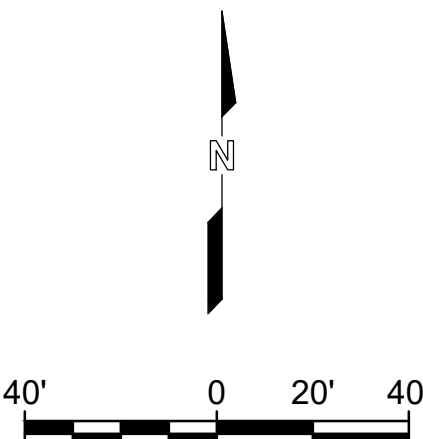
GROSS AREA:
265,549.3 Sq. Ft.±
6.10 Acres±

DATE OF TOPOGRAPHY:
MARCH, 2017

Unless otherwise noted, all ownership information listed on this plat is from the Cowley County Public Web Map.

All proposed buildings shown are conceptual and subject to change.

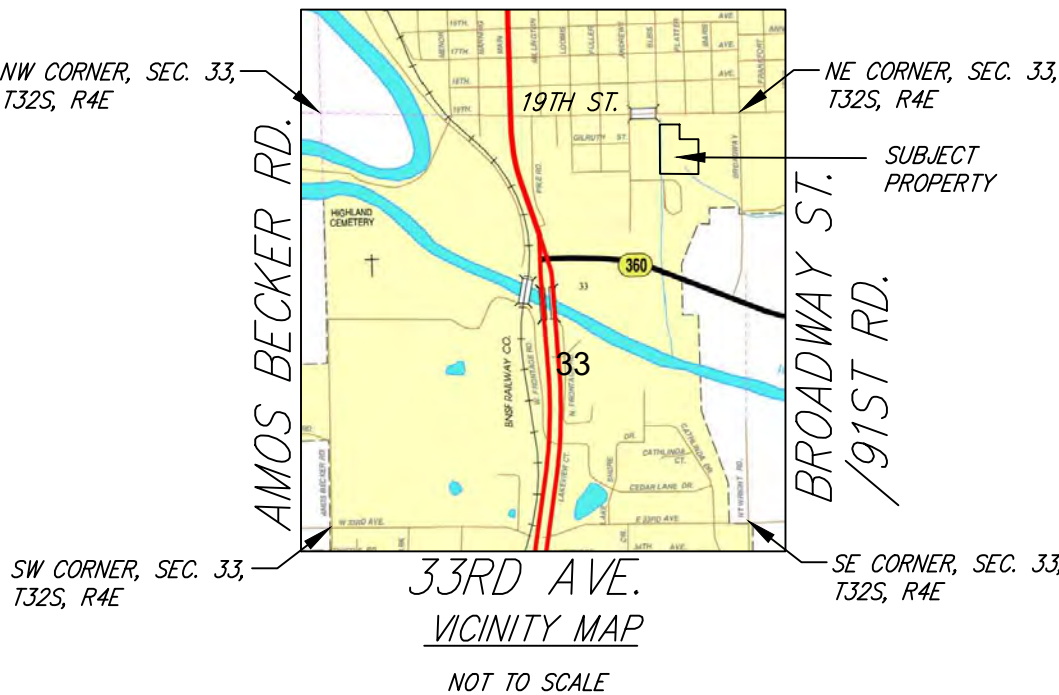
Reserve "A" is hereby reserved for irrigation, landscaping, drainage, drainage structures and utilities. The Reserve is to be owned and maintained by the owner of Lot 1, Block 1 Petra Winfield Residences, Winfield, Cowley County, Kansas, their successors and/or assigns.



BENCHMARK: CHISELED SQUARE ON THE TOP OF CURB ON THE SOUTH SIDE OF 19TH STREET, 47' EAST OF THE CENTERLINE OF BLISS ELEVATION = 1117.21 (NAVD88, G126)

LEGEND

- SS SANITARY SEWER (CITY OF WINFIELD)
- OHE OVERHEAD ELECTRIC (WESTAR)
- W WATER MAIN (CITY OF WINFIELD)
- FIRE HYDRANT
- WATER VALVE BOX
- WATER METER
- SIGN
- POWER POLE (WESTAR)
- SANITARY SEWER MANHOLE (CITY OF WINFIELD)
- CLEAN OUT
- DECIDUOUS TREE (CALIPER INDICATED)
- CONIFEROUS TREE (CALIPER INDICATED)
- BENCHMARK
- W1 PROPOSED 8" WATER
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- [] PROPOSED BUILDING
- [] FLOOD HAZARD AREA (ZONE AE)



DWG FILE: 22S04001 SURVEY BASE
PROJECT NO. 22S04001
JANUARY 14, 2022



GARVER
1995 Midfield Rd
Wichita, KS 67209
(316) 264-8008
www.GarverUSA.com

To: The Winfield City Planning Commission

From: Eryn Ebach, Community Development Planner

Subject: Planning Commission Meeting

Monday, February 14th, 2022

Case No. PC-2021-02 and PC-2021-03

Owner/applicants: The City of Winfield and Bliss Development LLC, owners and Petra Development, agent

For: Petition for a zoning change from “R-3” High Density Residential District to “PUD”, Planned Unit Development and petition for a preliminary plat approval at lots 1-17 Stonebrook Addition.

This case considers the rezoning and petition for a preliminary plat approval at lots 1-17 Stonebrook Addition, to the City of Winfield, Cowley County, Kansas. Applicant and agent, Petra Development, has expressed their desire to utilize the above property for high density residential development and has submitted a petition for a zoning change from “R-3” High Density Residential District to “PUD”, Planned Unit Development, along with a petition for a preliminary plat approval. In consideration of the change of zoning request to a Planned Unit Development, as with all cases to be considered for a change in zoning classification to PUD, the following items shall be considered as required by Section 16-3, Specific Standards and Conditions, of the Zoning Regulations:

- 1. The applicant shall satisfy the Planning Commission that he or she has the ability to carry out the proposed plan and shall prepare and submit a schedule of construction. The proposed construction shall begin within a period of eighteen (18) months following approval of a final plan by the Governing Body. The time period established for the commencing of the plan may be modified from time to time by the Planning Commission upon the showing of good cause by the developer. In the event the landowner shall fail to commence the planned unit development within eighteen (18) months after final approval has been granted by the Governing Body, such approval shall terminate and shall be deemed null and void unless such time period is extended by the Planning Commission upon written application by the landowners.*

The applicant has indicated that they intend to begin construction shortly after final approval, should it be granted by the Governing Body. A formal schedule of construction may be requested from the developer to confirm their intended adherence to the timeframe of eighteen months.

- 2. The site shall be accessible from public roads that are adequate to carry the traffic that will be generated by the proposed development. The streets and driveways on the site of the development shall be adequate to serve the residents or occupants of the proposed development. Streets may be either public or private streets, however all private streets shall be of a size that will carry anticipated traffic and shall be paved. If it is determined that traffic control signals*

are required to prevent traffic hazards or congestion upon adjacent streets, the control signals shall be provided at the developer's expense.

The submitted preliminary plat shows the main entrance to the proposed development off East 19th Ave. The development, as a whole, is served by a portion of public residential street, Elaine Drive, which has already been constructed. The street serves all units but also serves only this complex. GLMV and the Developer have discussed the street circulation and access with the Utility Advisory group to insure appropriate access.

3. *The development shall not impose an undue burden on public services and facilities.*

Petra Development has engaged GLMV Architecture and Garver Engineering to provide technical assistance and design services for the proposed development. GLMV agents have been in communication with the City's Utility Advisory Group and Fire Marshall to prevent any undue burden to public services and facilities. Staff anticipates these conversations will continue in depth and detail should the project receive preliminary approval.

4. *The application for a planned unit development shall be signed by all owners of the land at the time of application. The plan may have areas designated for sale after platting or development.*

The applications for a planned unit development and preliminary plat have been satisfactorily completed and acknowledged by the required parties.

5. *The location and arrangement of structures, parking areas, walks, lighting, and facilities shall be compatible with the surrounding land uses, and any part of a planned unit development not used for structures, parking, loading areas, or access ways shall be landscaped or otherwise improved.*

The property in question abuts commercial, residential, and public land uses. While the proposed development differs from its surrounding uses in scope, its location aligns with regional development trends. Many peer communities have constructed high-density, multi-family housing near commercial and public land uses due to the access they provide to shopping and restaurants, as well as public amenities and outdoor recreation. Preliminary designs indicate the developer's desire to provide features compatible with surrounding land uses. Should this project move past the preliminary stage, additional conversations about the arrangement of features and landscaping may be required.

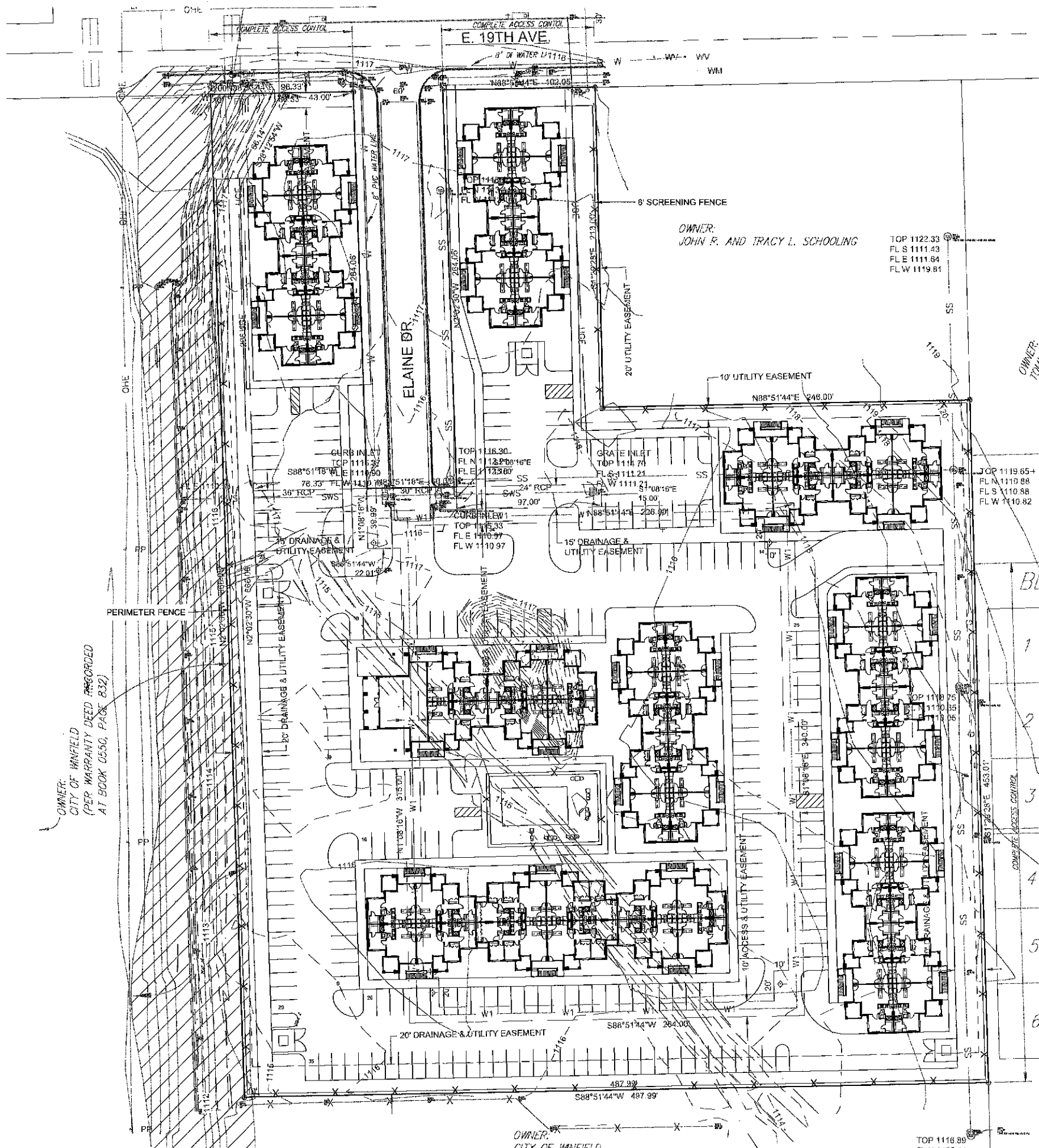
6. *When a commercial or industrial planned unit development or a commercial or industrial use within a mixed-use development abuts a residential district, either adjacent to or within the planned development, a solid or semi-solid fence or wall from six (6) to eight (8) feet in height and having a visual density of not less than ninety percent (90%) per square foot shall be erected. Such a fence or wall shall be on or within three (3) feet of the property line separating the use from the residential zone. Screen plantings may be used provided the type, size and*

number are shown on the final development plan and are approved by the Planning Commission. All required screening and plantings shall be maintained.

The proposed planned unit development is neither commercial, nor industrial, however, some screening may be desirable to separate the high-density residential use from nearby lower density development. Staff has suggested the use of screen plantings where the property abuts J.F Martin's Addition to the East. Natural screening provided by existing tree coverage and yard area may be sufficient to separate the proposed development from the residential property to the northeast.

7. Such other factors as the Planning Commission may deem relevant from the facts and evidence presented in the application:

As always, consideration should be given to input, and concerns voiced by neighboring properties. To date, we have had no contact from adjacent property owners generated by the required legal notices.



SITE INFORMATION

ZONING: PUD (WOULD BE R-3 LEVEL)

NUMBER OF APARTMENT UNITS: 200
LEASING OFFICE: 1,300 SF

PARKING

WINFIELD PARKING REQUIREMENT: (R-3 ZONING= 2 PER UNITS) =203 UNITS X 2 PARKING STALLS

TOTAL REQUIRED: 406 PARKING STALLS

RECOMMENDED PARKING RATIO: (1 PER 1 BEDROOM; 1.5 PER 2 BEDROOM;

1.75 PER 3 BEDROOM)

95- 1 BEDROOM UNITS X 1 STALL/BEDROOM UNIT= 95 PARKING STALLS

96- 2 BEDROOM UNITS X 1.5 STALL/BEDROOM UNIT= 144 PARKING STALLS

12- 3 BEDROOM UNITS X 1.75 STALL/BEDROOM UNIT= 21 PARKING STALLS

TOTAL RECOMMENDED PARKING: 260 PARKING STALLS

PROPOSED PARKING COUNT: 262 PARKING STALLS

SETBACK REQUIREMENTS:

FRONT - 15'

SIDE - 6'

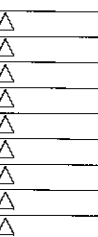
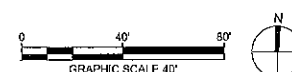
REAR - 20'

OWNER:
CITY OF WINFIELD
(PER WARRANTY DEED RECORDED
AT BOOK 0550, PAGE 832)

OWNER:
CITY OF WINFIELD

OWNER:
TOMMY

A SITE CONCEPT-2.14.2022
1" = 40'-0"



CONTRACT DATE:
BUILDING TYPE:
PLAN VERSION:
SITE NUMBER:
STORE NUMBER:

WIND

V
RESI

SI
CON