



**AGENDA**  
**CITY COUNCIL MEETING**  
7651 E. Central Park Ave, Bel Aire, KS  
May 05, 2026 7:00 PM



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**I. CALL TO ORDER:** Mayor Jim Benage

**II. ROLL CALL**

Greg Davied \_\_\_\_ Tyler Dehn \_\_\_\_ Emily Hamburg \_\_\_\_  
Brandon McIntosh \_\_\_\_ Mike Proctor \_\_\_\_

**III. OPENING PRAYER:** Mark Posson

**IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**

**V. DETERMINE AGENDA ADDITIONS**

**VI. CONSENT AGENDA**

**A.** Approval of Minutes of the April 21, 2026 City Council meeting.

**B.** Accept a petition for Phase 1 Paving Improvements to serve Spring Pines Subdivision.

**C.** Accept a petition for Phase 1 Sanitary Sewer Improvements to serve Spring Pines Subdivision.

**D.** Accept a petition for Storm Water Drain Improvements to serve Spring Pines Subdivision.

**E.** Accept a Petition for Phase 1 Water Distribution System Improvements to serve Spring Pines Subdivision.

**F.** Accept a Petition for Water Main Improvements to serve Spring Pines Subdivision.

**G.** Adopt A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Bel Aire; Making Certain Findings with Respect Thereto; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Paving Improvements/Spring Pines Subdivision Phase 1).

**H.** Adopt A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Bel Aire; Making Certain Findings with Respect

**There to; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Sanitary Sewer Improvements/Spring Pines Subdivision Phase 1).**

**I. A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Bel Aire; Making Certain Findings with Respect There to; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Storm Water Drainage Improvements/Spring Pines Subdivision Phase 1).**

**J. Adopt A Resolution Determining the Advisability of the Making Of Certain Internal Improvements in the City of Bel Aire; Making Certain Findings with Respect There to; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Water Distribution Improvements/ Spring Pines Subdivision Phase 1).**

**K. Adopt a Resolution Determining the Advisability of the Making Of Certain Internal Improvements in the City of Bel Aire; Making Certain Findings with Respect There to; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Water Main Improvements/Spring Pines Subdivision Phase 1).**

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

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE**

**A. Consideration of Appropriations Ordinance No. 26-08 in the amount of \$885,962.56.**

**Action:** Motion to (approve / deny / table) Appropriations Ordinance No. 26-08.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**VIII. CITY REQUESTED APPEARANCES**

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

**X. REPORTS**

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

**XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**

**A. SP-26-01 Consideration of An Ordinance Approving the Recommendation of The Bel Aire Planning Commission Recommending a Special Use Request in the City to Allow an Indoor Retail Store within an existing vacant commercial building, Generally located at 6315 East Crestmark Street.**

**Action:** Please choose one of the following (3) options, in accordance with K.S.A. 12-757.

1. Motion to approve the findings of fact and recommendation of the Planning Commission for SP-26-01, Adopt the Ordinance as Presented, and authorize the Mayor to sign. (simple majority, 4 votes required)
2. Motion to override the findings of fact and recommendation of the Planning Commission for SP-26-01, Adopt alternate findings, disapprove the Special Use request and Ordinance. (2/3 majority, 4 votes required)
3. Motion to return the findings of fact and recommendation of the Planning Commission for SP-26-01 to the Planning Commission for further consideration, with a statement specifying the basis for failure to approve or disapprove, the statement is; \_\_\_\_\_.  
(simple majority, 4 votes required)

Motion \_\_\_\_\_ Second \_\_\_\_\_

Roll Call Vote:

Greg Davied \_\_\_ Tyler Dehn \_\_\_ Emily Hamburg \_\_\_

Brandon McIntosh \_\_\_ Mike Proctor \_\_\_

**B. PUD-26-01 Consideration Of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending An Amendment To The Sunflower Commerce Park 4th PUD, to Establish Parking, Landscaping, Screening, and Lighting Standards, Generally Located at Northeast corner of 5rd Street and North Webb Road, 9648 East 54th Street North.**

**Action:** Please choose one of the following (3) options, in accordance with K.S.A. 12-756(b). 1. Motion to approve the findings of fact and recommendation of the Planning Commission for PUD-26-01, Adopt the Ordinance as Presented, and authorize the Mayor to sign. (simple majority, 4 votes required)

2. Motion to override the findings of fact and recommendation of the Planning Commission for PUD-26-01, Adopt alternate findings, disapprove the zone change request and Ordinance. (2/3 majority, 4 votes required)
3. Motion to return the findings of fact and recommendation of the Planning Commission for PUD-26-01 to the Planning Commission for further consideration, with a statement specifying the basis for failure to approve or disapprove, the statement is; \_\_\_\_\_.  
(simple majority, 4 votes required)

Motion \_\_\_\_\_ Second \_\_\_\_\_

Roll Call Vote:

Greg Davied \_\_\_ Tyler Dehn \_\_\_ Emily Hamburg \_\_\_

Brandon McIntosh \_\_\_ Mike Proctor \_\_\_

**C. PUD-26-02 Consideration Of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending An Amendment To The Arthur Heights Estates PUD, To Allow Lot 5 To Be Developed For A Gas Station/Convenience Store Use, Requesting Relief From Setbacks, Landscaping, and Screening Requirements, Generally Located at NW Corner of Woodlawn Blvd and 45th Street.**

**Action:** Please choose one of the following (3) options, in accordance with K.S.A. 12-756(b). 1. Motion to approve the findings of fact and recommendation of the Planning Commission for PUD-26-02, Adopt the Ordinance as Presented, and authorize the Mayor to sign. (simple majority, 4 votes required)

2. Motion to override the findings of fact and recommendation of the Planning Commission for PUD-26-02, Adopt alternate findings, disapprove the zone change request and Ordinance. (2/3 majority, 4 votes required)

3. Motion to return the findings of fact and recommendation of the Planning Commission for PUD-26-02 to the Planning Commission for further consideration, with a statement specifying the basis for failure to approve or disapprove, the statement is; \_\_\_\_\_. (simple majority, 4 votes required)

Motion \_\_\_\_\_ Second \_\_\_\_\_

Roll Call Vote:

Greg Davied \_\_\_ Tyler Dehn \_\_\_ Emily Hamburg \_\_\_

Brandon McIntosh \_\_\_ Mike Proctor \_\_\_

**D. Consideration of An Ordinance Establishing Airport Hazard Zoning Regulations in accordance with K.S.A. 3-705.**

**Action:** Motion to (Approve / Deny / Table) an Ordinance establishing Airport Hazard Zoning Regulations and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_

Roll Call Vote:

Greg Davied \_\_\_ Tyler Dehn \_\_\_ Emily Hamburg \_\_\_

Brandon McIntosh \_\_\_ Mike Proctor \_\_\_

**E. Consideration of Change Order #1 in the amount of \$1,550.00 with Nowak Construction Co., for hydro-excavation services along 45th Street between Oliver and Woodlawn, increasing the underlying contract not-to-exceed amount of \$58,900.00 to \$60,450.00.**

**Action:** Motion to (Approve / Deny / Table) Change Order No. 1 in the amount of \$1,550.00 with Nowak Construction Co., increasing the hydro-excavation contract not-to-exceed amount to \$60,450.00, and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**F. Consideration of an Engagement Letter with Allen, Gibbs & Houlik, L.C. for 2025 Annual Audit Services.**

**Action:** Motion to (Approve / Deny / Table) the Engagement Letter with Allen, Gibbs & Houlik L.C. for 2025 Annual Audit Services, at a cost not to exceed \$46,825.00 (As Presented / As Amended), and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**XII. EXECUTIVE SESSION**

**A. Action:** Motion to recess into executive session to discuss with legal counsel and receive legal advice related to pending litigation. The discussion will be pursuant to K.S.A. 75-4319(b)(2) for legal consultation with Neil Gosch, which would be deemed privileged in the attorney-client relationship. Invite Neil Gosch, Katherine Chlumsky, City Manager, City Attorney and City Engineer. The meeting will be for a period of (\_\_\_\_\_) minutes, and the open meeting will resume in City Council Chambers at (\_\_\_\_\_) p.m.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**B. Action:** Motion to recess into executive session to discuss the performance of non-elected personnel, including but not limited to, the City Manager. The discussion will be pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. Invite the City Manager and City Attorney. The meeting will be for a period of (\_\_\_\_\_) minutes, and the open meeting will resume in City Council Chambers at (\_\_\_\_\_) p.m.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**XIII. DISCUSSION AND FUTURE ISSUES**

**A. City Council Workshop - May 12<sup>th</sup> at 7:00 p.m.**

**XIV. ADJOURNMENT**

**Action:** Motion to adjourn.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

*Additional Attachments:*

**A. City Manager's Report - May 5, 2026**

**Notice**

*It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the*

*meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Video of this meeting can be streamed at [www.belairks.gov](http://www.belairks.gov) and on YouTube. Please make sure all cell phones and other electronics are turned off and put away.*



**MINUTES**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**April 21, 2026 7:00 PM**



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

**II. ROLL CALL**

Councilmember Greg Davied, Tyler Dehn, Emily Hamburg, Brandon McIntosh, and Mike Proctor were present. No one was absent.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, Chief of Police Darrell Atteberry, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel.

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

**IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**

Mayor Benage led the pledge of allegiance.

**V. DETERMINE AGENDA ADDITIONS:** There were no additions.

**VI. CONSENT AGENDA**

**A. Approval of Minutes of the April 7, 2026 City Council meeting.**

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

**VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE**

**A. Consideration of Appropriations Ordinance No. 26-07 in the amount of \$1,481,939.93.**

**MOTION:** Councilmember Hamburg moved to approve Appropriations Ordinance No. 26-07. Councilmember Davied seconded the motion. *Motion carried 5-0.*

*(continued, next page)*

**VIII. CITY REQUESTED APPEARANCES**

**A. Bel Aire Chamber of Commerce**

Chamber President Luis Rodriguez Herrera gave a report about the Chamber and stood for questions from the Council. The Chamber’s membership is currently 26 total members; there were 34 members at this time last year. They are looking at what other Chambers are doing to build membership. Most of the new members are small businesses. For the Spring Fest, the Chamber did spend more this year because costs of supplies increased. They have had to scale back their other events.

**B. City Engineer Anne Stephens - Traffic Study**

City Engineer Anne Stephens gave a brief report about a recent traffic study. The study looked at traffic at major intersections in Bel Aire. The results were compared to another study conducted in 2021. East-west traffic counts increased overall. North-south traffic increased by about 15 to 20 percent. This data will be useful in informing future decisions about street repairs and improvements.

**IX. CITIZEN CONCERNS**

David Landoll, 4743 N Krueger Street, spoke about concerns regarding the recent Council workshop discussion about golf carts. A golf course ordinance came up about 4 years ago., Mr. Landoll stated that at the recent City Council workshop, Chief Atteberry never named one hazard to people. Mr. Landoll questioned why a 4-year-old can ride a bicycle on a street and be perfectly legal, but he can’t drive his golf cart.

**X. REPORTS**

**A. Council Member Reports**

Councilmember Dehn reported he was happy to see Woodlawn repairs starting this week.

Councilmember Davied commented on the Woodlawn repairs. He said it is not fun to see it torn up again, but the only way to get it done is to get it started.

Councilmember Hamburg reported on a tour of the Chisholm Creek Utility Authority (CCUA) plant that she helped arrange for a local Girl Scout troop.

**B. Mayor's Report**

Mayor Benage reported he attended the most recent meetings of CCUA and WAMPO. On April 6<sup>th</sup> he represented Bel Aire at a reception for the NASA Administrator Jared Isaacman. He also attended the State of the Base dinner at McConnell Airforce Base on April 7<sup>th</sup>. He thanked the Lions Club, Bel Aire Chamber of Commerce and city staff for their work at the Spring Festival.

*(continued, next page)*

**C. City Attorney Report**

City Attorney Maria Schrock reported on increases in Kansas Open Records Act (KORA) Requests and new KORA requirements that were enacted by the legislature in August 2025. She also gave an update on Municipal Court.

**D. City Manager Report**

City Manager Ted Henry reported that Woodlawn Avenue reconstruction has begun. On April 20<sup>th</sup>, construction began on the 53<sup>rd</sup> St sidewalk. A preconstruction meeting will be held for 2026 Street Maintenance Program tomorrow. Gravel has been spread on Aurora Park roads. The Tyler Tech software upgrade continues to show efficiencies: Utility Billing has gone from 154 shutoffs per month, down to 25 shut offs this month. Permits for about 27 living units have been issued in the first quarter of 2026. He reminded residents that this weekend is the City-wide garage sale. E shred and Recycling day is this Saturday from 9 am to Noon. And on May 2<sup>nd</sup>, a memorial tree dedication will be held for Sheryl and John Cutter.

**XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**

**A. Consideration of a purchase contract with TCS for upfitting a brand-new police vehicle at \$30,043.18.**

**MOTION:** Councilmember Hamburg moved to Approve the quote from TCS in the amount of \$30,043.18 and authorize the Mayor to sign the purchase contract. Councilmember Dehn seconded. *Motion carried 5-0.*

**EXECUTIVE SESSION A.**

**MOTION:** Councilmember Davied moved to recess into executive session to discuss with legal counsel and receive legal advice related to pending litigation. The discussion will be pursuant to K.S.A. 75- 4319(b)(2) for legal consultation with Neil Gosch, which would be deemed privileged in the attorney-client relationship. Invite Neil Gosch, Katherine Chlumsky, City Manager, City Attorney and City Engineer. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 8:18 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council then recessed for executive session. At 8:19 p.m. Mayor Benage called the meeting back to order and stated that no binding action had been taken.

**B. Consideration of a Development Agreement and Supplemental Agreement for the Bel Aire Lakes Addition.**

**MOTION:** Councilmember Davied move to approve the Developer's Agreement for Bel Aire Lakes Addition, to ratify staff's previous actions authorizing the Developer's anticipatory performance and to approve the Supplemental Agreement which modifies that Developer's Agreement and authorize the Mayor to sign. Councilmember McIntosh seconded the motion. *Motion carried 5-0.*

**XII. EXECUTIVE SESSION**

A. *This item was addressed earlier in the meeting.*

B. **MOTION:** Councilmember Dehn moved to recess into executive session to discuss the performance of non-elected personnel, including but not limited to, the City Manager. The discussion will be pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. Invite the City Manager and City Attorney. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 8:57 p.m. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

The Council then recessed for executive session. At 8:58 p.m., Mayor Benage called the meeting back to order and stated that no binding action had been taken.

**MOTION:** Councilmember Hamburg moved to extend the executive session for 15 min, until 9:14 pm. Councilmember Proctor seconded the motion. ***Motion carried 4-0,*** with Councilmember McIntosh absent from the vote.

The Council then recessed for executive session. At 9:15 p.m., Mayor Benage called the meeting back to order and stated that no binding action had been taken.

**XIII. DISCUSSION AND FUTURE ISSUES:** No discussion.

**XIV. ADJOURNMENT**

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

Approved by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Krehbiel, City Clerk

**PHASE 1 PAVING PETITION**

To the Mayor and City Council  
Bel Aire, Kansas

Dear Council Members:

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

**Spring Pines Subdivision**

- Lots 1-7, Block 2
- Lots 34-42, Block 2
- Lots 1-15, Block 3
- Lots 1-12, Block 4
- Lots 8-24, Block 6

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

- (a) That there be constructed pavement on; **BLUESTEM ST** from the west line of Heritage St to the west line of the Addition; **BLUESTEM CIR.** from the east line of Heritage St to the east line of the addition; **HERITAGE ST/HERITAGE CIR** from the south line of Lot 7, Block 2 to the intersection with Spruce St; **SPRUCE ST** from the intersection with Heritage St to the north line of Lot 1, Block 4; **SPRUCE ST** from the intersection with Heritage St to the north line of Lot 12, Block 4.

That said pavement on Bluestem Street and Spruce Street (towards the north line of Lot 12, Block 4) between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-five (35) feet. Said pavement on Spruce Street (towards the north line of Lot 1, Block 4) and Heritage Circle between aforesaid limits shall be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5' sidewalk shall be installed on one side of Bluestem Street, Heritage Street and Spruce Street adjacent to the new pavement.

- (b) That the estimated and probable cost of the foregoing improvement being One Million One Hundred Eighty-Eight Thousand Dollars (\$1,188,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the

course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1<sup>st</sup>, 2026.

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

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

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

- Spring Pines Subdivision**  
Lots 1-7, Block 2  
Lots 34-42, Block 2  
Lots 1-15, Block 3  
Lots 1-12, Block 4  
Lots 8-24, Block 6

The above listed lots shall each pay 1/60 of the total cost of the improvements.

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

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

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

*(Remainder of page Intentionally left blank)*

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


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LEGAL DESCRIPTION	SIGNATURE	DATE
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**Spring Pines Subdivision**

- Lots 1-7, Block 2
- Lots 34-42, Block 2
- Lots 1-15, Block 3
- Lots 1-12, Block 4
- Lots 8-24, Block 6

  
\_\_\_\_\_  
Quan P. Ma, Representative  
Envision Management, LLC

04/16/2020

**Paving Petition Estimate**

**Spring Pines Phase 1 Pavement  
Bel Aire, Kansas  
4/3/2026**

	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
<b>Paving Items</b>				
Concrete Pavement 6"	9641	sy	42.00	404,922.00
Reinforced Crushed Rock Base (5")	12100	sy	10.00	121,000.00
RCVG Pavement ( 7")	310	sy	70.00	21,700.00
Temporary Access Road (5" AC on 5" rock)	723	sy	35.00	25,305.00
Monolithic C & G (8")	186	lf	9.00	1,674.00
Comb. C & G (3 5/8" RL & 1 1/2")	11581	lf	10.00	115,810.00
Median Curb	100	lf	15.00	1,500.00
Concrete Sidewalk (6")	9833	sf	5.50	54,081.50
Wheelchair Ramp	5	ea	1,000.00	5,000.00
Inlet Hookups	8	ea	500.00	4,000.00
<b>Earth Work Items</b>				
Excavation	5000	cy	3.00	15,000.00
<b>General Items</b>				
Sediment Barrier, Inlet	14	ea	200.00	2,800.00
Site Clearing & Restoration	1	LS	35,000.00	35,000.00
Project Seeding	1	LS	10,000.00	10,000.00
Erosion Control; Maintain Existing	1	LS	1,000.00	1,000.00
Erosion Control, Curlex	5100	sy	2.00	10,200.00
Contractor Provided Testing	1	ls	5,000.00	5,000.00
<b>Storm Water Sewer Drain</b>				
Inlet Underdrain	160	lf	15.00	2,400.00
<b>Traffic</b>				
Street Signage	1	LS	1,500.00	1,500.00
Construction Sub-Total				\$837,892.50
Contingencies (5%)				\$41,894.63
Construction Total				\$879,787.13
Project Costs at 35%				\$307,925.49
Total				\$1,187,712.62
<b>Petition</b>				<b>\$1,188,000.00</b>
<b>Letter of Credit (35%)</b>				<b>\$416,000.00</b>

<b>Benefit District</b>	<b><u>No. Lots</u></b>	
Lots 1-7, Block 2	7	
Lots 8-24, Block 6	17	
Lots 34-42, Block 6	9	
Lots 1-15, Block 3	15	<b>Ph 1 Lot</b>
Lots 1-12, Block 4	12	\$ 19,800.00
Total Lots	60	

Monthly Cost (20 yrs, 4%) **\$119.98**

**PHASE 1 SANITARY SEWER PETITION**

To the Mayor and City Council  
Bel Aire, Kansas

Dear Council Members:

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

**Spring Pines Subdivision**

- Lots 1-11, Block 2
- Lots 26-42, Block 2
- Lots 1-15, Block 3
- Lots 1-25, Block 4
- Lots 8-24, Block 6

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Seven Hundred Eighty-Three Thousand Dollars (\$783,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after April 1<sup>st</sup>, 2026.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing sanitary sewer main, such benefit fee to be in the amount of Sixty-Six Thousand Seven Hundred Forty-Eight Dollars (\$66,748).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In

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

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

**Spring Pines Subdivision**

- Lots 1-11, Block 2
- Lots 26-42, Block 2
- Lots 1-7, Block 3
- Lots 16-24, Block 6

The above listed lots shall each pay 1/126 of the total cost of the improvements.

**Spring Pines Subdivision**

- Lots 8-15, Block 3
- Lots 1-25, Block 4
- Lots 8-15, Block 6

The above listed lots shall each pay 2/126 of the total cost of the improvements.

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


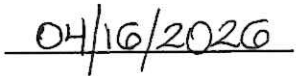
- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the

limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<p><b><u>Spring Pines Subdivision</u></b>            Lots 1-11, Block 2            Lots 26-42, Block 2            Lots 1-15, Block 3            Lots 1-25, Block 4            Lots 8-24, Block 6</p>	 _____ Quan P. Ma, Representative Envision Management, LLC	 _____

**SANITARY PETITION ESTIMATE**

**Spring Pines Phase 1 Sanitary**  
**Bel Aire, Kansas**  
**4/3/2026**

<u>Item</u>	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
SS PVC Pipe 8"	4244	lf	\$50.00	\$212,200.00
Standard Type P MH	18	ea	\$6,500.00	\$117,000.00
4" Riser Assembly	126	ea	\$1,250.00	\$157,500.00
Flowable Fill	136	lf	\$125.00	\$17,000.00
Erosion Control BMP	1	ea	\$5,000.00	\$5,000.00
Pipe Testing	1	ls	\$4,250.00	\$4,250.00
Site Clearing & Restoration	1	ls	\$12,000.00	\$12,000.00
Contractor Provided Testing	1	ls	\$2,000.00	\$2,000.00
Construction Sub-total				\$526,950.00
Contingencies (10%)				\$52,695.00
Construction Total				\$579,645.00
Engineering, etc. (35%)				\$202,875.75
			Total	\$782,520.75

<b>PETITION AMOUNT</b>	<b>\$783,000.00</b>
letter of credit	\$274,050.00

<u>Benefit District</u>	<u>No. Lots</u>	<u>Shares</u>			<u>Duplex</u>	<u>Single Family</u>
Lots 1-11, Block 2	11	1	11			
Lots 26-42, Block 2	17	1	17			
Lots 1-7, Block 3	7	1	7			
Lots 16-24, Block 6	9	1	9	\$	12,428.57	\$ 6,214.29
Lots 8-15, Block 3	8	2	16			
Lots 1-25, Block 4	25	2	50			
Lots 8-15, Block 6	8	2	16			
Total Lots	85		126		<b>\$75.31</b>	<b>\$37.66</b>

**Spring Pines Phase 1 Sanitary Main**  
**Bel Aire, Kansas**  
**2/10/2026**

<b>Sewer Main Benefit Calculation</b>	
Area in square feet	1076576
Main Benefit Fee (\$0.062/sf)	\$66,747.71
With 85 Lots, Cost Per Lot	\$785.27
20 Years at 4% Monthly Assessment	<b>\$4.76</b>

**STORM WATER DRAIN PETITION**

To the Mayor and City Council  
Bel Aire, Kansas

Dear Council Members:

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

**Spring Pines Subdivision**

- Lots 1-42, Block 2
- Lots 1-15, Block 3
- Lots 1-25, Block 4
- Lots 8-24, Block 6

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

- (a) That there be constructed storm sewer pipe and mass grading to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being One Million Two Hundred and Sixty-Two Thousand Dollars (\$1,262,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1<sup>st</sup>, 2026.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

**Spring Pines Subdivision**

Lots 1-42, Block 2

Lots 1-15, Block 3

Lots 1-25, Block 4

Lots 8-24, Block 6

The above listed lots shall each pay 1/99 of the total cost of the improvements.

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

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

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


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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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**Spring Pines Subdivision**

- Lots 1-42, Block 2
- Lots 1-15, Block 3
- Lots 1-25, Block 4
- Lots 8-24, Block 6

  
\_\_\_\_\_  
Quan P. Ma, Representative  
Envision Management, LLC

04/16/2026

**Storm Water Drain Petition Estimate**

**Spring Pines Addition  
Bel Aire, Kansas  
4/3/2026**

	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
<b>Earth Work Items</b>				
Excavation	42900	cy	3.00	128,700.00
Contractor Provided Borrow	20000	cy	10.00	200,000.00
Compacted Fill	62900	cy	1.00	62,900.00
Contractor Provided Testing	1	ls	7,500.00	7,500.00
<b>General Items</b>				
Sediment Barrier, Inlet	10	ea	250.00	2,500.00
Site Clearing & Restoration	1	LS	50,000.00	50,000.00
Project Seeding	1	LS	20,000.00	20,000.00
BMP, Turf Reinforcement Mat	450	sy	20.00	9,000.00
Erosion Control; Maintain Existing	1	LS	1,000.00	1,000.00
<b>Storm Water Sewer Drain</b>				
SWS Pipe 24"	3094	lf	75.00	232,050.00
Pipe, End Section, 24"	3	ea	2,500.00	7,500.00
Type 1A Inlet Double	8	ea	6,500.00	52,000.00
Backyard Inlet	15	ea	4,500.00	67,500.00
Sand Backfill	120	lf	25.00	3,000.00
Light Stone Rip Rap	51	sy	125.00	6,375.00
Construction Total				\$850,025.00
Contingencies (10%)				\$85,002.50
Construction Total				\$935,027.50
Project Costs at 35%				\$327,259.63
Total				\$1,262,287.13
<b>Petition</b>				<b>\$1,262,000.00</b>
<b>Letter of Credit (35%)</b>				<b>\$442,000.00</b>

**Benefit District**

**No. Lots**

Lots 1-42, Block 2  
 Lots 1-15, Block 3  
 Lots 1-25, Block 4  
 Lots 8-24, Block 6  
 Total Lots

42  
 15  
 25  
 17  
 99

**Ph 1 Lot**  
**\$12,747.47**

Monthly Cost (20 yrs, 4%)

**\$77.25**

**PHASE 1 WATER DISTRIBUTION SYSTEM PETITION**

To the Mayor and City Council  
Bel Aire, Kansas

Dear Council Members:

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

**Spring Pines Subdivision**

- Lots 1-7, Block 2
- Lots 34-42, Block 2
- Lots 1-15, Block 3
- Lots 1-12, Block 4
- Lots 8-24, Block 6

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Five Hundred Eighty-Four Thousand Dollars (\$584,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1<sup>st</sup>, 2026.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

**Spring Pines Subdivision**

- Lots 1-7, Block 2
- Lots 34-42, Block 2
- Lots 1-7, Block 3
- Lots 16-24, Block 6

The above listed lots shall each pay 1/88 of the total cost of the improvements.

**Spring Pines Subdivision**

- Lots 8-15, Block 3
- Lots 1-12, Block 4
- Lots 8-15, Block 6

The above listed lots shall each pay 2/88 of the total cost of the improvements.

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

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

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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether

resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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


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LEGAL DESCRIPTION	SIGNATURE	DATE
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**Spring Pines Subdivision**

- Lots 1-7, Block 2
- Lots 34-42, Block 2
- Lots 1-15, Block 3
- Lots 1-12, Block 4
- Lots 8-24, Block 6

  
\_\_\_\_\_  
Quan P. Ma, Representative  
Envision Management, LLC

04/16/2026

**WATER PETITION ESTIMATE**

Spring Pines Phase 1 Water  
 Bel Aire, Kansas  
 4/3/2026

<u>Item</u>	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
WL PVC Pipe 8"	4833	lf	\$60.00	\$289,980.00
Gate Valve Assembly 8"	8	ea	\$3,500.00	\$28,000.00
Anchored Gate Valve Assembly 8"	3	ea	\$4,500.00	\$13,500.00
Blowoff Assembly 2"	3	ea	\$2,400.00	\$7,200.00
Fire Hydrant Assembly	3	ea	\$8,500.00	\$25,500.00
Sampling Station	2	ea	\$6,000.00	\$12,000.00
Sand Backfill	120	lf	\$25.00	\$3,000.00
Erosion Control BMP, Construction Entrance	1	ea	\$1,000.00	\$1,000.00
Contractor Provided Testing	1	ls	\$3,250.00	\$3,250.00
Site Clearing & Restoration	1	ls	\$10,000.00	\$10,000.00
Construction Sub-total				\$393,430.00
Contingencies (10%)				\$39,343.00
Construction Total				\$432,773.00
Engineering, etc. (35%)				\$151,470.55
			Total	\$584,243.55

**PETITION AMOUNT** **\$584,000.00**  
 letter of credit \$204,400.00

<u>Benefit District</u>	<u>No. Lots</u>	<u>Shares</u>		
Lots 1-7, Block 2	7	1	7	
Lots 34-42, Block 2	9	1	9	
Lots 1-7, Block 3	7	1	7	
Lots 16-24, Block 6	9	1	9	<b>Duplex</b>
Lots 8-15, Block 3	8	2	16	<b>Single Family</b>
Lots 1-12, Block 4	12	2	24	
Lots 8-15, Block 6	8	2	16	
Total Lots	60		88	\$13,272.73      \$ 6,636.36
				<b>\$80.43      \$40.22</b>

**WATER MAIN PETITION**

To the Mayor and City Council  
Bel Aire, Kansas

Dear Council Members:

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

**Spring Pines Subdivision**

- Lots 1-29, Block 1
- Lots 1-42, Block 2
- Lots 1-15, Block 3
- Lots 1-25, Block 4
- Lots 1-5, Block 5
- Lots 1-24, Block 6

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

- (a) That there be constructed a 12” water main on the east side of Oliver from 53<sup>rd</sup> Street North to the north line of the addition, including necessary water mains, pipes, valves, hydrants and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Four Hundred Forty-Nine Thousand (\$449,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1<sup>st</sup>, 2026.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

**Spring Pines Subdivision**

- Lots 1-29, Block 1
- Lots 1-42, Block 2
- Lots 1-15, Block 3
- Lots 1-25, Block 4
- Lots 1-5, Block 5
- Lots 1-24, Block 6

The above listed lots shall each pay 1/140 of the total cost of improvements.

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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**Spring Pines Subdivision**

- Lots 1-29, Block 1
- Lots 1-42, Block 2
- Lots 1-15, Block 3
- Lots 1-25, Block 4
- Lots 1-5, Block 5
- Lots 1-24, Block 6

  
\_\_\_\_\_  
Quan P. Ma, Representative  
Envision Management, LLC

04/16/2026

**WATER (OFFSITE) PETITION ESTIMATE**

**Spring Pines Phase 1 Water  
Bel Aire, Kansas  
4/3/2026**

<u>Item</u>	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
WL PVC Pipe 12"	2633	lf	\$90.00	\$236,970.00
Gate Valve Assembly 12"	2	ea	\$4,800.00	\$9,600.00
Gate Valve Assembly 8"	2	ea	\$3,500.00	\$7,000.00
Blowoff Assembly 2"	1	ea	\$2,200.00	\$2,200.00
Connect to Existing	1	ea	\$4,500.00	\$4,500.00
Fire Hydrant Assembly	4	ea	\$8,750.00	\$35,000.00
Sand Backfill	111	lf	\$25.00	\$2,775.00
Erosion Control BMP	1	ea	\$1,000.00	\$1,000.00
Contractor Provided Testing	1	ls	\$3,000.00	\$3,000.00
Site Clearing & Restoration	1	ls	\$15,000.00	\$15,000.00
Construction Sub-total				\$317,045.00
Contingencies (10%)				\$15,852.25
Construction Total				\$332,897.25
Engineering, etc. (35%)				\$116,514.04
			Total	\$449,411.29

**PETITION AMOUNT**

letter of credit

**\$449,000.00**

\$157,150.00

**Benefit District**

**No. Lots**

**Cost per Lot**

Lots 1-29, Block 1

29

Lots 1-42, Block 2

42

Lots 1-15, Block 3

15

Lots 1-25, Block 4

25

Lots 1-5, Block 5

5

Lots 1-24, Block 6

24

Total Lots

140

\$1,603.57

Monthly Cost (20 yrs, 4%)

**\$9.72**

**Spring Pines Phase 1 Water Main**  
**Bel Aire, Kansas**  
**3/17/2025**

<b>Water Main Benefit Calculation</b>	
Area in square feet	730673
Main Benefit Fee (\$0.04/sf)	\$29,226.92
With 60 Lots, Cost Per Lot	\$487.12
20 Years at 2.5% Monthly Assessment	<b>\$2.58</b>

**Spring Pines Phase 1  
Bel Aire, Kansas  
4/3/2026  
Petition Cost Summary**

	Duplex	Single Family
Ph 1 Sanitary Sewer	\$75.31	\$37.66
Ph 1 Water Distribution System	\$80.43	\$40.22
Oliver Water Main	\$9.72	\$9.72
Ph 1 Paving	\$119.98	\$119.98
Phase 1 SWD	\$77.25	\$77.25
Sewer Main Benefit Fee	\$4.76	\$4.76
<b>Total of All</b>	<b>\$367.45</b>	<b>\$289.58</b>

20 Years

Gilmore & Bell, P.C.  
03/31/2026

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON MAY 5, 2026**

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

Absent:

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

\* \* \* \* \*

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/SPRING PINES SUBDIVISION PHASE 1).**

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

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-26-\_\_\_\_\_ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

\* \* \* \* \*

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

\_\_\_\_\_

Clerk

Gilmore & Bell, P.C.  
03/31/2026

(PUBLISHED ON THE CITY WEBSITE, *WWW.BELAIRESKS.GOV*, ON MAY [ ], 2026)

**RESOLUTION NO. R-26-\_\_\_\_\_**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/SPRING PINES SUBDIVISION PHASE 1).**

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

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

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

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

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

That there be constructed pavement on; **BLUESTEM ST** from the west line of Heritage St to the west line of the Addition; **BLUESTEM CIR.** From the east line of Heritage St to the east line of the addition; **HERITAGE ST/HERITAGE CIR** from the south line of Lot 7, Block 2 to the intersection with Spruce St; **SPRUCE ST** from the intersection with Heritage St to the north line of Lot 1, Block 4; **SPRUCE ST** from the intersection with Heritage St to the north line of Lot 12, Block 4.

That said pavement on Bluestem Street and Spruce Street (towards the north line of Lot 12, Block 4) between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-five (35) feet. Said pavement on Spruce Street (towards the north line of Lot 1, Block 4) and Heritage Circle between aforesaid limits shall be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5' sidewalk shall be installed on one side of Bluestem Street, Heritage Street and Spruce Street adjacent to the new pavement.

(b) The estimated or probable cost of the Improvements is: \$1,188,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of

design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2026.

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

Lots 1 through 7, Block 2; Lots 34 through 42, Block 2; Lots 1 through 15, Block 3; Lots 1 through 12, Block 4; and Lots 8 through 24, Block 6, Spring Pines Subdivision, to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 7, Block 2; Lots 34 through 42, Block 2; Lots 1 through 15, Block 3; Lots 1 through 12, Block 4; and Lots 8 through 24, Block 6, Spring Pines Subdivision, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/60 of the total assessed cost of the Improvements.

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

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other Improvements.

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

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

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

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

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

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**ADOPTED** by the governing body of the City on May 5, 2026.

(SEAL)

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Krehbiel, Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 5, 2026 as the same appears of record in my office.

DATED: May 5, 2026.

\_\_\_\_\_  
Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.  
03/31/2026

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON MAY 5, 2026**

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

Absent:

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

\* \* \* \* \*

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/SPRING PINES SUBDIVISION PHASE 1).**

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

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-26-\_\_\_\_\_ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

\* \* \* \* \*

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

\_\_\_\_\_

Clerk

Gilmore & Bell, P.C.  
03/31/2026

(PUBLISHED ON THE CITY WEBSITE, *WWW.BELAIRESKS.GOV*, ON MAY [\_\_], 2026)

**RESOLUTION NO. R-26-\_\_\_\_\_**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/SPRING PINES SUBDIVISION PHASE 1).**

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

**WHEREAS**, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

**WHEREAS**, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with sanitary sewer pump station improvements authorized by Resolution No. R-22-34 of the City, all pursuant to K.S.A. 12-6a19; and

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

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

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

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

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

(b) The estimated or probable cost of the Improvements is: \$783,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2026.

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

Lots 1 through 11, Block 2; and Lots 26 through 42, Block 2, Lots 1 through 15, Block 3; Lots 1 through 25, Block 4; and Lots 8 through 24, Block 6, Spring Pines Subdivision, to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

**Spring Pines Subdivision**

- Lots 1-11, Block 2
- Lots 26-42, Block 2
- Lots 1-7, Block 3
- Lots 16-24, Block 6

The above listed lots shall each pay 1/126 of the total cost of the Improvements.

**Spring Pines Subdivision**

- Lots 8-15, Block 3
- Lots 1-25, Block 4
- Lots 8-15, Block 6

The above listed lots shall each pay 2/126 of the total cost of the Improvements.

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

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

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

(f) In accordance with the provisions of K.S.A. 12-6a19, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing sanitary sewer pump station, which has been authorized by Resolution No. R-22-34 of the City, such benefit fee to be in the amount of \$66,748, and to be allocated within the Improvement District on an equal per lot basis, with each lot paying 1/85 of such benefit fee amount. The amount of such benefit fee does not exceed the amount which would have been

assessed against such property had it been included in the improvement district established by Resolution No. R-22-34.

Pursuant to the provisions of K.S.A. 12-6a19, there is additional property which may benefit from the existing sanitary sewer pump station authorized by Resolution No. R-22-34 of the City, and such property was not included within the improvement district established by Resolution No. R-22-34. The City may establish benefit fees in the manner set forth in K.S.A. 12-6a19 for any owner of property described below, excluding property dedicated for public use, such benefit fee to be due and payable at such time as said property owner(s) petition(s) the City for service to be provided by the Improvements, except that the City may choose to collect a benefit fees over time, in the same manner as it imposes and collects special assessments for other improvements. Benefit fees collected shall be deposited to the City general bond and interest fund, as part of the cost of the existing sanitary sewer pump station authorized by Resolution No. R-22-34 was paid by the City at large.

The benefit fee area includes, but is not limited to, the following:

N 565 FT S 955 FT W 403 FT SW1/4 SW1/4 EXC W 50 FT FOR RD SEC 13-26-1E; and

Lot 1, Block A, Englert Addition to the City of Bel Aire, Sedgwick County, Kansas; and

TH PT E 1/2 SW 1/4 BEG NW COR E 1/2 SW 1/4 TH E 661.62 FT S 659.68 FT W 661.57 FT N 660.64 FT TO POB SEC 13-26-1E; and

TH PT E 1/2 SW 1/4 BEG NE COR SW 1/4 TH W 661.75 FT S 659.68 FT E 661.57 FT N 658.70 FT TO POB SEC 13-26-1E; and

E 1/2 SW 1/4 EXC BEG NE COR SW 1/4 TH W 661.75 FT S 659.68 FT E 661.57 FT N 658.70 FT TO POB & EXC BEG NW COR E 1/2 SW 1/4 TH E 661.62 FT S 659.68 FT W 661.57 FT N 660.64 FT TO POB SEC 13-26-1E

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

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

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

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**ADOPTED** by the governing body of the City on May 5, 2026.

(SEAL)

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Krehbiel, Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 5, 2026 as the same appears of record in my office.

DATED: May 5, 2026.

\_\_\_\_\_  
Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.  
03/31/2026

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON MAY 5, 2026**

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

Absent:

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

\*\*\*\*\*

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAINAGE IMPROVEMENTS/SPRING PINES SUBDIVISION PHASE 1).**

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

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-26-\_\_ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

\*\*\*\*\*

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

\_\_\_\_\_

Clerk

Gilmore & Bell, P.C.  
03/31/2026

(PUBLISHED ON THE CITY WEBSITE, *WWW.BELAIREKS.GOV*, ON MAY [ ], 2026)

**RESOLUTION NO. R-26-\_\_**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAINAGE IMPROVEMENTS/SPRING PINES SUBDIVISION PHASE 1).**

**WHEREAS**, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

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

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

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

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

That there be constructed storm sewer pipe and mass grading to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: \$1,262,000. Said estimate as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2026.

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

Lots 1 through 42, Block 2; Lots 1 through 15, Block 3; Lots 1 through 25, Block 4; and Lots 8 through 24, Block 6, Spring Pines Subdivision, to the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 42, Block 2; Lots 1 through 15, Block 3; Lots 1 through 25, Block 4; and Lots 8 through 24, Block 6, Spring Pines Subdivision, shall each pay 1/99 of the total cost of the Improvements.

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

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

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

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

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

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

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on May 5, 2026.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 5, 2026 as the same appears of record in my office.

DATED: May 5, 2026.

\_\_\_\_\_  
Clerk

Gilmore & Bell, P.C.  
03/31/2026

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON APRIL 7, 2026**

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

Absent:

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

\*\*\*\*\*

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS/ SPRING PINES SUBDIVISION PHASE 1).**

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

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-26-\_\_\_\_\_ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

\*\*\*\*\*

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

\_\_\_\_\_

Clerk

Gilmore & Bell, P.C.  
03/31/2026

(PUBLISHED ON THE CITY WEBSITE, *WWW.BELAIREKS.GOV*, ON APRIL [ ], 2026)

**RESOLUTION NO. R-26-\_\_\_\_\_**

**RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS/SPRING PINES SUBDIVISION PHASE 1).**

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

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

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

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

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

That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: \$584,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2026.

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

Lots 1 through 7, Block 2; Lots 34 through 42, Block 2; Lots 1 through 15, Block 3; Lots 1 through 12, Block 4; and Lots 8 through 24, Block 6, Spring Pines Subdivision, to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been

determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

**Spring Pines Subdivision**

- Lots 1-7, Block 2
- Lots 34-42, Block 2
- Lots 1-7, Block 3
- Lots 16-24, Block 6

The above listed lots shall each pay 1/88 of the total cost of the Improvements.

**Spring Pines Subdivision**

- Lots 8-15, Block 3
- Lots 1-12, Block 4
- Lots 8-15, Block 6

The above listed lots shall each pay 2/88 of the total cost of the Improvements.

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

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

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

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

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

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

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**ADOPTED** by the governing body of the City on April 7, 2026.

(SEAL)

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Krehbiel, Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on April 7, 2026 as the same appears of record in my office.

DATED: April 7, 2026.

\_\_\_\_\_  
Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.  
03/31/2026

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON MAY 5, 2026**

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

Absent:

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

\*\*\*\*\*

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER MAIN IMPROVEMENTS/SPRING PINES SUBDIVISION).**

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

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

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

\*\*\*\*\*

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

\_\_\_\_\_  
City Clerk

Gilmore & Bell, P.C.  
03/31/2026

(PUBLISHED ON THE CITY WEBSITE, *WWW.BELAIREKS.GOV*, ON [ \_\_\_\_\_ ], 2026)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER MAIN IMPROVEMENTS/SPRING PINES SUBDIVISION).**

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

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

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

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

That there be constructed a 12” water main on the east side of Oliver from 53<sup>rd</sup> Street North to the north line of the addition, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: \$449,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2026.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is: Lots 1 through 29, Block 1; Lots 1 through 42, Block 2; Lots 1 through 15, Block 3; Lots 1 through 25, Block 4; Lots 1 through 5, Block 5; and Lots 1 through 24, Block 6, Spring Pines Subdivision, to the City of Bel Aire, Sedgwick County, Kansas.

(d) The method of assessment is equally on an individual per lot basis, being computed without regard to lot size: Lots 1 through 29, Block 1; Lots 1 through 42, Block 2; Lots 1 through 15, Block 3; Lots 1 through 25, Block 4; Lots 1 through 5, Block 5; and Lots 1 through 24, Block 6; Spring Pines Subdivision, shall each pay 1/140 of the total cost payable by the Improvement District

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on May 5, 2026.

(SEAL)

By: \_\_\_\_\_  
Name: Jim Benage  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Melissa Krehbiel  
Title: City Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 5, 2026, as the same appears of record in my office.

DATED: May 5, 2026.

By: \_\_\_\_\_  
Name: Melissa Krehbiel  
Title: City Clerk



Payment Dates 4/15/2026 - 4/28/2026

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor DBA: 3076 -</b>					
AIR CAPITOL ECO RECYCLING, ...	GROUNDS IMPROVEMENT-M...	04/16/2026	04/17/2026		180.00
<b>Vendor DBA 3076 - AIR CAPITOL ECO RECYCLING, LLC Total:</b>					<b>180.00</b>
<b>Vendor DBA: 3086 -</b>					
ANYTIME LAB TESTING, INC.	EMPLOYMENT DRUG TESTING	04/23/2026	04/24/2026		89.00
ANYTIME LAB TESTING, INC.	EMPLOYMENT DRUG TESTING	04/23/2026	04/24/2026		239.00
ANYTIME LAB TESTING, INC.	EMPLOYMENT DRUG TESTING	04/23/2026	04/24/2026		314.00
<b>Vendor DBA 3086 - ANYTIME LAB TESTING, INC. Total:</b>					<b>642.00</b>
<b>Vendor DBA: 2790 -</b>					
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYMENT SCREENING	04/16/2026	04/17/2026		70.00
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYMENT SCREENING	04/16/2026	04/17/2026		35.00
<b>Vendor DBA 2790 - ARC PHYSICAL THERAPY PLUS Total:</b>					<b>105.00</b>
<b>Vendor DBA: 0054 - AT&amp;T GLOBAL NETWORK</b>					
AT&T GLOBAL NETWORK	INTERNET BACKUP	03/23/2026	04/28/2026		170.00
<b>Vendor DBA 0054 - AT&amp;T GLOBAL NETWORK Total:</b>					<b>170.00</b>
<b>Vendor DBA: 0172 -</b>					
ATLAS ELECTRIC LLC	CENTRAL PARK POLE LIGHT R...	04/16/2026	04/17/2026		262.00
<b>Vendor DBA 0172 - ATLAS ELECTRIC LLC Total:</b>					<b>262.00</b>
<b>Vendor DBA: 1486 -</b>					
BLUE CROSS & BLUE SHIELD O...	05/26 TY'S HEALTH INSURANCE	04/21/2026	04/20/2026		1,651.80
BLUE CROSS & BLUE SHIELD O...	05/26 HEALTH INSURANCE	04/21/2026	04/20/2026		60,495.42
BLUE CROSS & BLUE SHIELD O...	05/26 HEALTH INSURANCE	04/21/2026	04/20/2026		3,376.62
BLUE CROSS & BLUE SHIELD O...	05/26 HEALTH INSURANCE	04/21/2026	04/20/2026		4,313.32
BLUE CROSS & BLUE SHIELD O...	05/26 HEALTH INSURANCE	04/21/2026	04/20/2026		8,322.50
<b>Vendor DBA 1486 - BLUE CROSS &amp; BLUE SHIELD OF KS Total:</b>					<b>78,159.66</b>
<b>Vendor DBA: 2650 -</b>					
BURNS & MCDONNELL ENGIN...	ENGINEERING SERVICES	04/16/2026	04/17/2026		438.00
<b>Vendor DBA 2650 - BURNS &amp; MCDONNELL ENGINEERING Total:</b>					<b>438.00</b>
<b>Vendor DBA: 3087 -</b>					
CEDAR MILLS PROPERTY MAN...	UTILITY PAYMENT REFUND	04/14/2026	04/17/2026		92.54
<b>Vendor DBA 3087 - CEDAR MILLS PROPERTY MANAGEMENT Total:</b>					<b>92.54</b>
<b>Vendor DBA: 2095 -</b>					
CENTRAL MECHANICAL WICHI...	HVAC REPAIR-CH	04/15/2026	04/17/2026		405.00
<b>Vendor DBA 2095 - CENTRAL MECHANICAL WICHITA,LLC Total:</b>					<b>405.00</b>
<b>Vendor DBA: 0170 -</b>					
CHISHOLM CREEK UTILITY AU...	03/26 CCUA CONTINGENCY	04/16/2026	04/17/2026		3,000.00
CHISHOLM CREEK UTILITY AU...	03/26 CCUA CONTINGENCY	04/16/2026	04/17/2026		2,820.00
<b>Vendor DBA 0170 - CHISHOLM CREEK UTILITY AUTH. Total:</b>					<b>5,820.00</b>
<b>Vendor DBA: 0050 -</b>					
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-CH	04/20/2026	04/16/2026		891.92
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	04/20/2026	04/16/2026		63.72
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	04/20/2026	04/16/2026		63.72
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	04/20/2026	04/16/2026		63.70
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	04/20/2026	04/16/2026		63.72
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-REC	04/20/2026	04/16/2026		193.69
<b>Vendor DBA 0050 - COX COMMUNICATIONS, INC Total:</b>					<b>1,340.47</b>
<b>Vendor DBA: 2599 -</b>					
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PD	04/16/2026	04/17/2026		32.50
CULLIGAN OF WICHITA / WICH..	WATER SERVICE-CH	04/16/2026	04/17/2026		61.00
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	04/16/2026	04/17/2026		9.09
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	04/16/2026	04/17/2026		9.08

**AP ORDINANCE**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	04/16/2026	04/17/2026		9.09
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	04/16/2026	04/17/2026		9.09
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	04/22/2026	04/24/2026		6.73
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	04/22/2026	04/24/2026		6.72
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	04/22/2026	04/24/2026		6.73
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	04/22/2026	04/24/2026		6.72
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PD	04/22/2026	04/24/2026		23.00
CULLIGAN OF WICHITA / WICH..	WATER SERVICE-CH	04/22/2026	04/24/2026		42.00
<b>Vendor DBA 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING,INC Total:</b>					<b>221.75</b>
<b>Vendor DBA: 1043 - D &amp; D COMMUNICATIONS</b>					
D & D COMMUNICATIONS	POLICE SUPPLIES	04/16/2026	04/17/2026		1,526.30
<b>Vendor DBA 1043 - D &amp; D COMMUNICATIONS Total:</b>					<b>1,526.30</b>
<b>Vendor DBA: 0120 -</b>					
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		4,205.72
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		1,509.36
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		4,528.09
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		4,528.09
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		3,018.72
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		3,018.72
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		2,264.04
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		65,814.16
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		1,325.00
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		1,509.36
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		16,498.13
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		1,509.36
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		108.00
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		11,868.22
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		13,208.81
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		14,087.00
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		16,285.86
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		37,950.68
EMPLOYERS MUTUAL CASUAL...	LIABILITY INSURANCE PREMI...	04/22/2026	04/24/2026		33,329.68
<b>Vendor DBA 0120 - EMPLOYERS MUTUAL CASUALTY CO/EMC INSURANCE Total:</b>					<b>236,567.00</b>
<b>Vendor DBA: 1802 -</b>					
EMPOWER RETIREMENT 457	457 CITY MANAGER	04/23/2026	04/23/2026		540.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	04/23/2026	04/23/2026		612.00
<b>Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:</b>					<b>1,152.00</b>
<b>Vendor DBA: 0046 -</b>					
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	04/20/2026	04/20/2026		32.39
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	04/20/2026	04/20/2026		57.19
EVERGY KANSAS CENTRAL INC	LIFT STATION	04/20/2026	04/20/2026		121.72
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	04/20/2026	04/16/2026		8,425.67
<b>Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:</b>					<b>8,636.97</b>
<b>Vendor DBA: 0118 -</b>					
EWING	CONSTRUCTION MATERIAL/S...	04/14/2026	04/17/2026		1,460.09
EWING	CONSTRUCTION MATERIAL/S...	04/22/2026	04/24/2026		6.51
<b>Vendor DBA 0118 - EWING Total:</b>					<b>1,466.60</b>
<b>Vendor DBA: 2654 -</b>					
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	04/23/2026	04/24/2026		107.57
<b>Vendor DBA 2654 - EXPERT AUTO CENTER Total:</b>					<b>107.57</b>
<b>Vendor DBA: 0587 -</b>					
FEDEX - FEDERAL EXPRESS CO...	WATER SAMPLES	04/22/2026	04/24/2026		71.78
<b>Vendor DBA 0587 - FEDEX - FEDERAL EXPRESS CORPORATION Total:</b>					<b>71.78</b>
<b>Vendor DBA: 0010 -</b>					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	04/23/2026	04/23/2026		13,053.32
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	04/23/2026	04/23/2026		417.34
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	04/23/2026	04/23/2026		2,159.08
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	04/23/2026	04/23/2026		932.28

**AP ORDINANCE**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
FICA/FEDERAL W/H	FEDERAL W/H TAXES	04/23/2026	04/23/2026		7,308.23
FICA/FEDERAL W/H	FEDERAL W/H TAXES	04/23/2026	04/23/2026		250.36
FICA/FEDERAL W/H	FEDERAL W/H TAXES	04/23/2026	04/23/2026		1,514.20
FICA/FEDERAL W/H	FEDERAL W/H TAXES	04/23/2026	04/23/2026		517.84
FICA/FEDERAL W/H	MEDICARE/FICA	04/23/2026	04/23/2026		3,052.84
FICA/FEDERAL W/H	MEDICARE/FICA	04/23/2026	04/23/2026		97.60
FICA/FEDERAL W/H	MEDICARE/FICA	04/23/2026	04/23/2026		504.98
FICA/FEDERAL W/H	MEDICARE/FICA	04/23/2026	04/23/2026		218.00
<b>Vendor DBA 0010 - FICA/FEDERAL W/H Total:</b>					<b>30,026.07</b>
<b>Vendor DBA: 0068 - GALLS</b>					
	UNIFORMS	04/16/2026	04/17/2026		186.18
<b>Vendor DBA 0068 - GALLS Total:</b>					<b>186.18</b>
<b>Vendor DBA: 0175 - HASTY AWARDS</b>					
	SPORTS AWARDS	04/15/2026	04/17/2026		167.60
<b>Vendor DBA 0175 - HASTY AWARDS Total:</b>					<b>167.60</b>
<b>Vendor DBA: 0241 - HAWKS INTER-STATE PESTMASTERS</b>					
	REC-HAWKS PEST CONTROL	04/16/2026	04/17/2026		87.76
	CH-HAWKS PEST CONTROL	04/16/2026	04/17/2026		102.76
<b>Vendor DBA 0241 - HAWKS INTER-STATE PESTMASTERS Total:</b>					<b>190.52</b>
<b>Vendor DBA: 2582 - IMAGINE IT INC</b>					
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		325.27
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		163.06
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		488.33
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		488.33
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		325.27
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		325.27
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		244.17
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		2,605.59
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		732.50
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		163.06
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		163.06
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		813.60
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		163.06
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		813.60
	COMPUTER SUPPORT SERVICE	04/22/2026	04/24/2026		813.60
<b>Vendor DBA 2582 - IMAGINE IT INC Total:</b>					<b>8,627.77</b>
<b>Vendor DBA: 2715 - INFOSEND INC</b>					
	UTILITY INSERT	04/23/2026	04/24/2026		68.82
	UTILITY INSERT	04/23/2026	04/24/2026		68.81
	UTILITY INSERT	04/23/2026	04/24/2026		58.99
	UTILITY BILLS	04/23/2026	04/24/2026		767.48
	UTILITY LATE NOTICES	04/23/2026	04/24/2026		199.27
	UTILITY INSERT	04/23/2026	04/24/2026		98.31
	UTILITY LATE NOTICES	04/23/2026	04/24/2026		199.28
	UTILITY INSERT	04/23/2026	04/24/2026		98.32
	UTILITY BILLS	04/23/2026	04/24/2026		767.47
<b>Vendor DBA 2715 - INFOSEND INC Total:</b>					<b>2,326.75</b>
<b>Vendor DBA: 2282 - INNOVATIVE INTERLINGUAL, SOLUTIONS LLC</b>					
	COURT INTERPRETER **/**	04/24/2026	04/24/2026		111.00
<b>Vendor DBA 2282 - INNOVATIVE INTERLINGUAL, SOLUTIONS LLC Total:</b>					<b>111.00</b>
<b>Vendor DBA: 0483 - INTERSTATE ALL BATTERY CNT</b>					
	PD SUPPLIES - BATTERIES	04/15/2026	04/17/2026		142.38
<b>Vendor DBA 0483 - INTERSTATE ALL BATTERY CNT Total:</b>					<b>142.38</b>
<b>Vendor DBA: 2099 - JAMES BENAGE</b>					
	JAN-MAR' 26 MILEAGE/MEAL ...	04/14/2026	04/17/2026		1,566.81
<b>Vendor DBA 2099 - JAMES BENAGE Total:</b>					<b>1,566.81</b>

**AP ORDINANCE**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor DBA: 2786 -</b>					
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	04/23/2026	04/24/2026		653.40
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	04/23/2026	04/24/2026		932.25
<b>Vendor DBA 2786 - JAY C HINKEL, ATTORNEY AT LAW Total:</b>					<b>1,585.65</b>
<b>Vendor DBA: 2083 -</b>					
JCI INDUSTRIES, INC.	MAINTENANCE/REPAIR	04/21/2026	04/24/2026		805.00
<b>Vendor DBA 2083 - JCI INDUSTRIES, INC. Total:</b>					<b>805.00</b>
<b>Vendor DBA: 1665 -</b>					
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC	04/22/2026	04/24/2026		201.50
<b>Vendor DBA 1665 - JOY K WILLIAMS, ATTY AT LAW Total:</b>					<b>201.50</b>
<b>Vendor DBA: 0196 -</b>					
K P E R S	KP&F	04/23/2026	04/23/2026		12,212.73
K P E R S	KPERS 1	04/23/2026	04/23/2026		848.31
K P E R S	KPERS 1	04/23/2026	04/23/2026		587.79
K P E R S	KPERS 1	04/23/2026	04/23/2026		1,081.23
K P E R S	KPERS 1	04/23/2026	04/23/2026		375.49
K P E R S	KPERS 2	04/23/2026	04/23/2026		2,039.68
K P E R S	KPERS 2	04/23/2026	04/23/2026		379.77
K P E R S	KPERS 3	04/23/2026	04/23/2026		7,565.79
K P E R S	KPERS 3	04/23/2026	04/23/2026		1,481.16
K P E R S	KPERS 3	04/23/2026	04/23/2026		964.60
<b>Vendor DBA 0196 - K P E R S Total:</b>					<b>27,536.55</b>
<b>Vendor DBA: 0199 -</b>					
KANSAS DEPT OF REV:SALES T...	03/26 SALES TAX	04/20/2026	04/20/2026		819.49
<b>Vendor DBA 0199 - KANSAS DEPT OF REV:SALES TAX Total:</b>					<b>819.49</b>
<b>Vendor DBA: 0197 -</b>					
KANSAS DEPT OF REVENUE	KS STATE W/H	04/23/2026	04/23/2026		4,834.57
KANSAS DEPT OF REVENUE	KS STATE W/H	04/23/2026	04/23/2026		143.73
KANSAS DEPT OF REVENUE	KS STATE W/H	04/23/2026	04/23/2026		864.15
KANSAS DEPT OF REVENUE	KS STATE W/H	04/23/2026	04/23/2026		319.10
<b>Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:</b>					<b>6,161.55</b>
<b>Vendor DBA: 2702 -</b>					
KANSAS JUDICIAL BRANCH	PATTERN INSTRUCTIONS FOR ...	04/14/2026	04/17/2026		95.00
<b>Vendor DBA 2702 - KANSAS JUDICIAL BRANCH Total:</b>					<b>95.00</b>
<b>Vendor DBA: 0074 -</b>					
KANSAS STATE TREASURER-C...	COURT FEES	04/22/2026	04/24/2026		95.76
KANSAS STATE TREASURER-C...	COURT FEES	04/22/2026	04/24/2026		559.44
KANSAS STATE TREASURER-C...	COURT FEES	04/22/2026	04/24/2026		144.20
KANSAS STATE TREASURER-C...	COURT FEES	04/22/2026	04/24/2026		70.95
KANSAS STATE TREASURER-C...	COURT FEES	04/22/2026	04/24/2026		1,596.97
KANSAS STATE TREASURER-C...	COURT FEES	04/22/2026	04/24/2026		20.00
KANSAS STATE TREASURER-C...	COURT FEES	04/22/2026	04/24/2026		102.83
<b>Vendor DBA 0074 - KANSAS STATE TREASURER-COURT Total:</b>					<b>2,590.15</b>
<b>Vendor DBA: 0884 -</b>					
KANSASLAND TIRE/ MCWHOR...	VEH/EQUIP REPAIRS & MAINT	04/23/2026	04/24/2026		46.05
KANSASLAND TIRE/ MCWHOR...	VEH/EQUIP REPAIRS & MAINT	04/23/2026	04/24/2026		46.05
KANSASLAND TIRE/ MCWHOR...	VEH/EQUIP REPAIRS & MAINT	04/23/2026	04/24/2026		46.06
KANSASLAND TIRE/ MCWHOR...	VEH/EQUIP REPAIRS & MAINT	04/23/2026	04/24/2026		46.05
<b>Vendor DBA 0884 - KANSASLAND TIRE/ MCWHORTER'S TIRE &amp; SERVICE Total:</b>					<b>184.21</b>
<b>Vendor DBA: 0836 -</b>					
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		192.00
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		192.02
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		192.00
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		192.00
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		192.00
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		132.91
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		132.91

**AP ORDINANCE**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		132.91
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		132.90
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		25.08
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		25.10
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		25.08
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		25.08
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		25.08
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		251.85
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		251.85
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		251.85
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		155.14
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		155.12
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		155.14
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		155.14
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		155.14
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		539.06
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		539.06
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		539.05
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		539.05
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/23/2026	04/24/2026		225.59
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/23/2026	04/24/2026		225.60
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/23/2026	04/24/2026		225.59
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/23/2026	04/24/2026		225.60
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/23/2026	04/24/2026		225.59
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		258.99
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		258.99
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		258.99
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/22/2026	04/24/2026		258.99
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		68.15
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		68.16
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		68.15
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		68.16
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/22/2026	04/24/2026		68.15
<b>Vendor DBA 0836 - KANZA CO-OPERATIVE ASSOCIATION Total:</b>					<b>8,061.07</b>
<b>Vendor DBA: 0179 -</b>					
LEAGUE OF KS MUNICIPALITIES	TRAINING/CONFERENCES	04/15/2026	04/17/2026		15.00
LEAGUE OF KS MUNICIPALITIES	TRAINING/CONFERENCES	04/15/2026	04/17/2026		15.00
<b>Vendor DBA 0179 - LEAGUE OF KS MUNICIPALITIES Total:</b>					<b>30.00</b>
<b>Vendor DBA: 0225 -</b>					
LEE REED ENGRAVING, INC	DESK NAME PLATE	04/15/2026	04/17/2026		16.20
LEE REED ENGRAVING, INC	NAME PLATES	04/15/2026	04/17/2026		26.20
<b>Vendor DBA 0225 - LEE REED ENGRAVING, INC Total:</b>					<b>42.40</b>
<b>Vendor DBA: 0820 -</b>					
MABCD - SG CO:METRO AREA...	03/26 INSPECTION FEES	04/23/2026	04/24/2026		700.00
<b>Vendor DBA 0820 - MABCD - SG CO:METRO AREA BLDG/CONST DEPT Total:</b>					<b>700.00</b>
<b>Vendor DBA: 0293 -</b>					
MAXIMUM OUTDOOR EQUIP...	EQUIPMENT REPAIR/MAINTENANCE	04/14/2026	04/17/2026		602.48
MAXIMUM OUTDOOR EQUIP...	RECREATION EQUIPMENT	04/14/2026	04/17/2026		14,746.50
<b>Vendor DBA 0293 - MAXIMUM OUTDOOR EQUIPMENT/SVC Total:</b>					<b>15,348.98</b>
<b>Vendor DBA: 0234 -</b>					
MIDWEST TRUCK EQUIPMENT ..	VEH & EQUIP: REPAIR/MAINT	04/23/2026	04/24/2026		400.18
<b>Vendor DBA 0234 - MIDWEST TRUCK EQUIPMENT INC Total:</b>					<b>400.18</b>
<b>Vendor DBA: 2709 -</b>					
MODIFIED LOGIC INC	PROFESSIONAL SERVICE HRS	04/15/2026	04/17/2026		1,680.00
<b>Vendor DBA 2709 - MODIFIED LOGIC INC Total:</b>					<b>1,680.00</b>
<b>Vendor DBA: 1345 -</b>					
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PARTS	02/20/2026	04/24/2026		-10.08

**AP ORDINANCE**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	04/23/2026	04/24/2026		29.98
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	04/23/2026	04/24/2026		179.75
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	04/23/2026	04/24/2026		14.98
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	04/23/2026	04/24/2026		14.99
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	04/23/2026	04/24/2026		14.99
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	04/23/2026	04/24/2026		14.99
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	04/23/2026	04/24/2026		43.75
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	04/23/2026	04/24/2026		43.76
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	04/23/2026	04/24/2026		43.76
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	04/23/2026	04/24/2026		43.76
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	04/23/2026	04/24/2026		13.50
<b>Vendor DBA 1345 - OREILLY AUTO PARTS Total:</b>					<b>448.13</b>
<b>Vendor DBA: 2369 -</b>					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	04/20/2026	04/17/2026		510.23
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	04/20/2026	04/17/2026		63.77
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	04/23/2026	04/24/2026		306.90
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	04/23/2026	04/24/2026		147.39
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	04/20/2026	04/20/2026		32.30
<b>Vendor DBA 2369 - PAYLOCITY CORPORATION Total:</b>					<b>1,060.59</b>
<b>Vendor DBA: 0105 -</b>					
PUBLIC WORKS & UTILITIES-CI...	933,750 GAL: 02/28-03/31/26	04/14/2026	04/17/2026		3,296.14
PUBLIC WORKS & UTILITIES-CI...	29,250 GAL: 03/05/26-04/03/...	04/22/2026	04/24/2026		699.49
<b>Vendor DBA 0105 - PUBLIC WORKS &amp; UTILITIES-CITY OF WICHITA Total:</b>					<b>3,995.63</b>
<b>Vendor DBA: 0153 - PYEBARKER FIRE &amp; SAFETY</b>					
PYEBARKER FIRE & SAFETY	REC- FIRE ALARM CERT ANNU...	04/15/2026	04/17/2026		448.00
PYEBARKER FIRE & SAFETY	REC FIRE EXT CERT ANNUAL	04/15/2026	04/17/2026		158.00
<b>Vendor DBA 0153 - PYEBARKER FIRE &amp; SAFETY Total:</b>					<b>606.00</b>
<b>Vendor DBA: 0261 -</b>					
RAVENS CRAFT IMPLEMENT IN...	VEH & EQUIP: REPAIR/MAINT	04/16/2026	04/17/2026		1,067.38
<b>Vendor DBA 0261 - RAVENS CRAFT IMPLEMENT INC. Total:</b>					<b>1,067.38</b>
<b>Vendor DBA: 0216 -</b>					
SEDGWICK COUNTY DIV OF FI...	03/26 PRISONER HOUSING FE...	04/22/2026	04/24/2026		1,350.33
<b>Vendor DBA 0216 - SEDGWICK COUNTY DIV OF FINANCE Total:</b>					<b>1,350.33</b>
<b>Vendor DBA: 2066 - SIGNS &amp; DESIGN</b>					
SIGNS & DESIGN	WINDOW DECALS	04/14/2026	04/17/2026		58.91
SIGNS & DESIGN	WINDOW DECALS	04/14/2026	04/17/2026		58.92
SIGNS & DESIGN	WINDOW DECALS	04/14/2026	04/17/2026		58.92
SIGNS & DESIGN	WINDOW DECALS	04/14/2026	04/17/2026		58.92
<b>Vendor DBA 2066 - SIGNS &amp; DESIGN Total:</b>					<b>235.67</b>
<b>Vendor DBA: 0911 - SIMPLE CLEAN</b>					
SIMPLE CLEAN	04/26 JANITORIAL SVC: CH	04/15/2026	04/17/2026		1,832.50
SIMPLE CLEAN	04/26 JANITORIAL SVC: REC	04/14/2026	04/17/2026		682.50
SIMPLE CLEAN	04/26 JANITORIAL SVC: PW	04/14/2026	04/17/2026		135.25
SIMPLE CLEAN	04/26 JANITORIAL SVC: PW	04/14/2026	04/17/2026		135.25
SIMPLE CLEAN	04/26 JANITORIAL SVC: PW	04/14/2026	04/17/2026		135.25
SIMPLE CLEAN	04/26 JANITORIAL SVC: PW	04/14/2026	04/17/2026		135.25
<b>Vendor DBA 0911 - SIMPLE CLEAN Total:</b>					<b>3,056.00</b>
<b>Vendor DBA: 1540 - SOD SHOP</b>					
SOD SHOP	SOD REPLACEMENT	04/23/2026	04/24/2026		31.80
<b>Vendor DBA 1540 - SOD SHOP Total:</b>					<b>31.80</b>
<b>Vendor DBA: 1953 -</b>					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	04/22/2026	04/24/2026		92.00
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	04/22/2026	04/24/2026		69.35
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	04/22/2026	04/24/2026		138.50
<b>Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:</b>					<b>299.85</b>
<b>Vendor DBA: 0297 -</b>					
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/...	04/21/2026	04/21/2026		641.90

**AP ORDINANCE**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/...	04/21/2026	04/21/2026		127.50
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/...	04/21/2026	04/21/2026		58.96
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/...	04/21/2026	04/21/2026		47.26
<b>Vendor DBA 0297 - SUN LIFE &amp; HEALTH INS CO Total:</b>					<b>875.62</b>
<b>Vendor DBA: 0910 -</b>					
TRUE BLUE CREW LLC	WINDOW CLEANING	04/14/2026	04/17/2026		1,330.00
<b>Vendor DBA 0910 - TRUE BLUE CREW LLC Total:</b>					<b>1,330.00</b>
<b>Vendor DBA: 1363 -</b>					
UNITED INDUSTRIES INC	POOL PAINTS & STAINS	04/22/2026	04/24/2026		50.00
<b>Vendor DBA 1363 - UNITED INDUSTRIES INC Total:</b>					<b>50.00</b>
<b>Vendor DBA: 0177 -</b>					
USA BLUE BOOK-HD SUPPLY I...	WATER TESTING SUPPLIES	04/16/2026	04/17/2026		1,691.92
<b>Vendor DBA 0177 - USA BLUE BOOK-HD SUPPLY INC Total:</b>					<b>1,691.92</b>
<b>Vendor DBA: 0035 -</b>					
UTILITY SERVICE CO, INC -USG...	S. WATER TOWER CONTRACT-...	04/16/2026	04/17/2026		5,600.50
<b>Vendor DBA 0035 - UTILITY SERVICE CO, INC -USG WATER SOLUTIONS Total:</b>					<b>5,600.50</b>
<b>Vendor DBA: 1205 -</b>					
WASTE CONNECTIONS OF KA...	DUMPSTER HAUL-30 YD-PW B...	04/14/2026	04/17/2026		139.92
WASTE CONNECTIONS OF KA...	DUMPSTER HAUL-30 YD-PW B...	04/14/2026	04/17/2026		139.93
WASTE CONNECTIONS OF KA...	DUMPSTER HAUL-30 YD-PW B...	04/14/2026	04/17/2026		139.93
WASTE CONNECTIONS OF KA...	03/26 RECYCLE/TRASH SVC-UB	04/14/2026	04/17/2026		39,122.31
WASTE CONNECTIONS OF KA...	03/26 RECYCLE/TRASH SVC-UB	04/14/2026	04/17/2026		14,165.64
<b>Vendor DBA 1205 - WASTE CONNECTIONS OF KANSAS Total:</b>					<b>53,707.73</b>
<b>Vendor DBA: 0312 -</b>					
WICHITA CONCRETE PIPE, INC.	CONSTRUCTION MATERIAL/S...	04/23/2026	04/24/2026		616.00
<b>Vendor DBA 0312 - WICHITA CONCRETE PIPE, INC. Total:</b>					<b>616.00</b>
<b>Vendor DBA: 0309 - WICHITA HEIGHTS JUNIOR BASEBALL &amp; SOFTBALL LEAGUE</b>					
WICHITA HEIGHTS JUNIOR BA...	WICHITA HEIGHTS LEAGUE TE...	04/14/2026	04/17/2026		810.00
<b>Vendor DBA 0309 - WICHITA HEIGHTS JUNIOR BASEBALL &amp; SOFTBALL LEAGUE Total:</b>					<b>810.00</b>
<b>Vendor DBA: 1076 -</b>					
WICHITA STATE UNIVERSITY	PUBLIC POLICY & MANAGEM...	04/22/2026	04/24/2026		140.00
<b>Vendor DBA 1076 - WICHITA STATE UNIVERSITY Total:</b>					<b>140.00</b>
<b>Vendor DBA: 0103 - WICHITA TRACTOR CO.</b>					
WICHITA TRACTOR CO.	VEH/EQUIP REPAIRS & MAINT	04/22/2026	04/24/2026		4,428.20
<b>Vendor DBA 0103 - WICHITA TRACTOR CO. Total:</b>					<b>4,428.20</b>
<b>Vendor DBA: 2791 -</b>					
WORKSTEPS, INC	PRE-EMPLOYMENT SCREENING	04/14/2026	04/17/2026		150.00
WORKSTEPS, INC	PRE-EMPLOYMENT SCREENING	04/14/2026	04/17/2026		75.00
<b>Vendor DBA 2791 - WORKSTEPS, INC Total:</b>					<b>225.00</b>
<b>Vendor DBA: 1849 - WRIGHT EXPRESS FSC</b>					
WRIGHT EXPRESS FSC	FLEET FUEL	04/21/2026	04/24/2026		3,622.57
WRIGHT EXPRESS FSC	FLEET FUEL	04/21/2026	04/24/2026		30.91
WRIGHT EXPRESS FSC	FLEET FUEL	04/21/2026	04/24/2026		190.68
WRIGHT EXPRESS FSC	FLEET FUEL	04/21/2026	04/24/2026		676.94
WRIGHT EXPRESS FSC	FLEET FUEL	04/21/2026	04/24/2026		358.24
WRIGHT EXPRESS FSC	FLEET FUEL	04/21/2026	04/24/2026		253.46
<b>Vendor DBA 1849 - WRIGHT EXPRESS FSC Total:</b>					<b>5,132.80</b>
<b>Grand Total:</b>					<b>533,710.60</b>

**Report Summary**

**Fund Summary**

Fund	Payment Amount
100 - General Fund	320,668.40
200 - Special Street & Highway	32,958.31
520 - Water Utility	67,157.79
530 - Sewer Utility	59,638.15
540 - Solid Waste Utility	53,287.95
<b>Grand Total:</b>	<b>533,710.60</b>

**Account Summary**

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,308.23
100-000-000-2016	SOCIAL SECURITY PAYAB...	13,053.32
100-000-000-2018	MEDICARE PAYABLE	3,052.84
100-000-000-2020	STATE TAX PAYABLE	4,834.57
100-000-000-2022	KPERS 1 PAYABLE	848.31
100-000-000-2024	KPERS 2 PAYABLE	2,039.68
100-000-000-2026	KPERS 3 PAYABLE	7,565.79
100-000-000-2028	KP&F PAYABLE	12,212.73
100-000-000-2034	457 DEFERRED COMP P...	1,152.00
100-000-000-2048	MEDICAL INS PREMIUMS...	62,147.22
100-000-000-2060	VOLUNTARY LIFE PAYAB...	641.90
100-000-000-2062	FSA HEALTH PAYABLE	849.43
100-000-000-2076	COURT REINST FIXED FEE...	95.76
100-000-000-2078	COURT REINST FEE PAY...	559.44
100-000-000-2080	COURT JUDICIAL DOCKET..	144.20
100-000-000-2082	COURT JUDICIAL EDUCAT..	70.95
100-000-000-2084	COURT KLETC FEE PAYAB...	1,596.97
100-000-000-2088	COURT SEAT BELT SAFET...	20.00
100-000-000-2092	COURT STATE DUI FEE P...	102.83
100-100-110-6028	PUBLICATIONS/PRINTING	68.82
100-100-110-6046	TRAINING/CONFERENCES	155.00
100-100-110-7014	IT - MANAGED SERVICES	325.27
100-100-110-7016	SOFTWARE/HARDWARE...	1,680.00
100-100-110-7028	LIABILITY INSURANCE	4,205.72
100-100-130-7014	IT - MANAGED SERVICES	163.06
100-100-130-7028	LIABILITY INSURANCE	1,509.36
100-100-140-7014	IT - MANAGED SERVICES	488.33
100-100-140-7028	LIABILITY INSURANCE	4,528.09
100-100-150-6038	MERCHANDISE TSF OR D...	26.20
100-100-150-6046	TRAINING/CONFERENCES	15.00
100-100-150-6048	HOTEL & TRAVEL	1,566.81
100-100-150-7014	IT - MANAGED SERVICES	488.33
100-100-150-7028	LIABILITY INSURANCE	4,528.09
100-100-160-7014	IT - MANAGED SERVICES	325.27
100-100-160-7028	LIABILITY INSURANCE	3,018.72
100-100-170-7014	IT - MANAGED SERVICES	325.27
100-100-170-7028	LIABILITY INSURANCE	3,018.72
100-100-170-7804	LEGAL SERVICES	1,585.65
100-120-240-7014	IT - MANAGED SERVICES	244.17
100-120-240-7028	LIABILITY INSURANCE	2,264.04
100-120-240-7064	INMATE HOUSING FEES	1,350.33
100-120-240-7804	LEGAL SERVICES	312.50
100-120-250-6028	PUBLICATIONS/PRINTING	95.00
100-120-250-6040	UNIFORMS/CLOTHING	186.18
100-120-250-6056	PETROLEUM PRODUCTS	3,622.57
100-120-250-6300	POLICE SUPPLIES	1,668.68
100-120-250-6604	VEHICLE/EQUIP SUPPLIE...	13.50
100-120-250-7014	IT - MANAGED SERVICES	2,605.59

## Account Summary

Account Number	Account Name	Payment Amount
100-120-250-7024	CONTRACTUAL SERVICES	55.50
100-120-250-7028	LIABILITY INSURANCE	65,814.16
100-120-250-7604	VEH & EQUIP: REPAIR/...	107.57
100-130-330-6100	CONSTRUCTION MATER...	50.00
100-130-330-7028	LIABILITY INSURANCE	1,325.00
100-130-340-7028	LIABILITY INSURANCE	1,509.36
100-130-350-6008	PROFESSIONAL DUES/M...	810.00
100-130-350-6028	PUBLICATIONS/PRINTING	68.81
100-130-350-6038	MERCHANDISE TSF OR D...	167.60
100-130-350-6056	PETROLEUM PRODUCTS	696.87
100-130-350-7014	IT - MANAGED SERVICES	732.50
100-130-350-7024	CONTRACTUAL SERVICES	763.11
100-130-350-7028	LIABILITY INSURANCE	16,498.13
100-130-350-7038	JANITORIAL SERVICES	682.50
100-130-350-7048	UTILITIES	193.69
100-130-350-7604	VEH & EQUIP: REPAIR/...	1,002.66
100-130-350-8008	RECREATION EQUIPMENT	14,746.50
100-130-360-7014	IT - MANAGED SERVICES	163.06
100-130-360-7028	LIABILITY INSURANCE	1,509.36
100-140-440-7028	LIABILITY INSURANCE	108.00
100-150-510-6000	AGRICULT/HORTICULT S...	211.80
100-150-510-6028	PUBLICATIONS/PRINTING	58.91
100-150-510-6056	PETROLEUM PRODUCTS	1,848.81
100-150-510-6604	VEHICLE/EQUIP SUPPLIE...	238.48
100-150-510-7014	IT - MANAGED SERVICES	163.06
100-150-510-7024	CONTRACTUAL SERVICES	497.82
100-150-510-7028	LIABILITY INSURANCE	11,868.22
100-150-510-7038	JANITORIAL SERVICES	135.25
100-150-510-7048	UTILITIES	203.64
100-150-510-7604	VEH & EQUIP: REPAIR/...	5,541.63
100-160-610-6028	PUBLICATIONS/PRINTING	58.99
100-160-610-6038	MERCHANDISE TSF OR D...	16.20
100-160-610-6056	PETROLEUM PRODUCTS	190.68
100-160-610-7006	CONTRACTED BUILDING ...	700.00
100-160-610-7014	IT - MANAGED SERVICES	813.60
100-160-610-7024	CONTRACTUAL SERVICES	75.00
100-160-610-7028	LIABILITY INSURANCE	13,208.81
100-190-910-6014	OFFICE SUPPLIES	92.00
100-190-910-7024	CONTRACTUAL SVCS	2,079.26
100-190-910-7028	LIABILITY INSURANCE	14,087.00
100-190-910-7038	JANITORIAL SVCS	1,832.50
100-190-910-7048	UTILITIES	1,061.92
200-000-000-2014	FEDERAL TAX PAYABLE	250.36
200-000-000-2016	SOCIAL SECURITY PAYAB...	417.34
200-000-000-2018	MEDICARE PAYABLE	97.60
200-000-000-2020	STATE TAX PAYABLE	143.73
200-000-000-2022	KPERS 1 PAYABLE	587.79
200-000-000-2048	MEDICAL INS PREMIUMS...	3,376.62
200-000-000-2060	VOLUNTARY LIFE PAYAB...	127.50
200-210-200-6028	PUBLICATIONS/PRINTING	58.92
200-210-200-6056	PETROLEUM PRODUCTS	2,525.71
200-210-200-6604	VEHICLE/EQUIP SUPPLIE...	58.75
200-210-200-7014	IT - MANAGED SERVICES	163.06
200-210-200-7024	CONTRACTUAL SERVICES	104.80
200-210-200-7028	LIABILITY INSURANCE	16,285.86
200-210-200-7038	JANITORIAL SERVICES	135.25
200-210-200-7040	STREET LIGHTING	8,425.67
200-210-200-7048	UTILITIES	153.30

**Account Summary**

Account Number	Account Name	Payment Amount
200-210-200-7604	VEH & EQUIP: REPAIR/...	46.05
520-000-000-2014	FEDERAL TAX PAYABLE	1,514.20
520-000-000-2016	SOCIAL SECURITY PAYAB...	2,159.08
520-000-000-2018	MEDICARE PAYABLE	504.98
520-000-000-2020	STATE TAX PAYABLE	864.15
520-000-000-2022	KPERS 1 PAYABLE	1,081.23
520-000-000-2024	KPERS 2 PAYABLE	379.77
520-000-000-2026	KPERS 3 PAYABLE	1,481.16
520-000-000-2048	MEDICAL INS PREMIUMS...	4,313.32
520-000-000-2060	VOLUNTARY LIFE PAYAB...	58.96
520-210-520-2006	STATE SALES TAX COLLE...	819.49
520-210-520-4616	WATER SALES COLLECTED	92.54
520-210-520-6026	POSTAGE	71.78
520-210-520-6028	PUBLICATIONS/PRINTING	1,123.98
520-210-520-6056	PETROLEUM PRODUCTS	2,207.02
520-210-520-6100	CONSTRUCTION MATER...	6.51
520-210-520-6604	VEHICLE/EQUIP SUPPLIE...	48.67
520-210-520-6800	WATER TOWER MAINT	5,600.50
520-210-520-6802	WATER SYSTEM MAINT/...	1,691.92
520-210-520-7014	IT - MANAGED SERVICES	813.60
520-210-520-7024	CONTRACTUAL SERVICES	289.82
520-210-520-7028	LIABILITY INSURANCE	37,950.68
520-210-520-7038	JANITORIAL SERVICES	135.25
520-210-520-7048	UTILITIES	203.63
520-210-520-7058	WATER PURCHASED	699.49
520-210-520-7060	WATER TREATMENT OP...	3,000.00
520-210-520-7604	VEH & EQUIP: REPAIR/...	46.06
530-000-000-2014	FEDERAL TAX PAYABLE	517.84
530-000-000-2016	SOCIAL SECURITY PAYAB...	932.28
530-000-000-2018	MEDICARE PAYABLE	218.00
530-000-000-2020	STATE TAX PAYABLE	319.10
530-000-000-2022	KPERS 1 PAYABLE	375.49
530-000-000-2026	KPERS 3 PAYABLE	964.60
530-000-000-2048	MEDICAL INS PREMIUMS...	8,322.50
530-000-000-2060	VOLUNTARY LIFE PAYAB...	47.26
530-000-000-2062	FSA HEALTH PAYABLE	211.16
530-210-530-6028	PUBLICATIONS	1,123.99
530-210-530-6056	PETROLEUM PRODUCTS	2,102.21
530-210-530-6100	CONSTRUCTION MATER...	2,076.09
530-210-530-6604	VEHICLE/EQUIP SUPPLIE...	88.73
530-210-530-6806	LIFT STATION OPERATIO...	121.72
530-210-530-6808	WASTEWATER SYS M/R	805.00
530-210-530-7014	IT - MANAGED SERVICES	813.60
530-210-530-7024	CONTRACTUAL SERVICES	329.81
530-210-530-7028	LIABILITY INSURANCE	33,329.68
530-210-530-7038	JANITORIAL SERVICES	135.25
530-210-530-7048	UTILITIES	203.65
530-210-530-7052	SEWER TREATMENT OP...	2,820.00
530-210-530-7056	SEWER TREATMENT PU...	3,296.14
530-210-530-7604	VEH & EQUIP: REPAIR/...	46.05
530-210-530-7800	ENGINEERING SERVICES	438.00
540-540-540-7042	SOLID WASTE SERVICES ...	39,122.31
540-540-540-7044	RECYCLING SERVICES	14,165.64
	<b>Grand Total:</b>	<b>533,710.60</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	533,710.60

**Project Account Summary**

Project Account Key  
\*\*None\*\*

Payment Amount

Grand Total:

533,710.60



City of Bel Aire, KS

Section VII, Item A.

# AP ~~ORDINANCE~~ By Vendor Name

Payment Dates 4/13/2026 - 4/13/2026

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor: 0174 - BANK OF NEW YORK MELLON TRUST</b>					
BANK OF NEW YORK MELLON TRUST	03/26 O&M/DEBT SVC	04/20/2026	04/13/2026		60,412.79
BANK OF NEW YORK MELLON TRUST	03/26 O&M/DEBT SVC	04/20/2026	04/13/2026		47,227.39
BANK OF NEW YORK MELLON TRUST	03/26 O&M/DEBT SVC	04/20/2026	04/13/2026		41,963.07
BANK OF NEW YORK MELLON TRUST	03/26 O&M/DEBT SVC	04/20/2026	04/13/2026		104,551.48
<b>Vendor 0174 - BANK OF NEW YORK MELLON TRUST Total:</b>					<b>254,154.73</b>
<b>Grand Total:</b>					<b>254,154.73</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
520 - Water Utility	107,640.18
530 - Sewer Utility	<u>146,514.55</u>
<b>Grand Total:</b>	<b>254,154.73</b>

### Account Summary

Account Number	Account Name	Payment Amount
520-210-520-7060	WATER TREATMENT OP...	60,412.79
520-210-520-7062	WATER DEBT SERVICE - ...	47,227.39
530-210-530-7052	SEWER TREATMENT OP...	41,963.07
530-210-530-7054	SEWER DEBT SERVICE - ...	<u>104,551.48</u>
	<b>Grand Total:</b>	<b>254,154.73</b>

### Project Account Summary

Project Account Key	Payment Amount
**None**	<u>254,154.73</u>
<b>Grand Total:</b>	<b>254,154.73</b>



City of Bel Aire, KS

Section VII, Item A.

# Payroll Check Register Report Summary

Pay Period: 4/4/2026-4/17/2026

Packet: PYPKT00294 - PY 04.04.26-04.17.26: PAID 4.23.26  
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	81	98,097.23
<b>Total</b>	<b>81</b>	<b>98,097.23</b>

Approved 04 /2026  
AP ORD 26-0 total Expenses: \$  
Special Assessment Project Costs: \$

*Barry Smith*



**MINUTES**  
**PLANNING COMMISSION**  
 7651 E. Central Park Ave, Bel Aire, KS  
 April 9, 2026, 6:30 PM



I. **Call to Order** Chairman Phillip Jordan called the meeting to order at 6:30 p.m.

II. **Roll Call**

Chairman Phillip Jordan, Vice-Chairman Deryk Faber and Commissioners Dee Roths, Paul Matzek, Brian Mackey and John Sutherland were present in person.

Also present in person were Paula Downs, Secretary and Maria Schrock, City Attorney.

III. **Pledge of Allegiance to the American Flag**

Chairman Phillip Jordan led the pledge of allegiance.

IV. **Consent Agenda**

**Motion:** Commissioner Roths moved to approve the minutes of the February 12, 2026, meeting. Vice-Chairman Faber seconded the motion. **Motion carried 6-0.**

V. **Announcements:**

- A. Secretary welcomed Planning Commissioner John Sutherland. The Secretary reminded the Commission that Brian Stuart moved out of the City and was no longer able to serve on the Planning Commission. Mayor is looking for a 7<sup>th</sup> member and hope to have that member in the near future.
- B. There will be a Board of Zoning Appeals meeting following the adjournment of the Planning Commission meeting.
- C. There will be an Airport Zoning Commission meeting following the adjournment of the Board of Zoning Appeals meeting.
- D. Update Zoning & Subdivision Regulations for Planning Commission or view online. Secretary is reviewing the technology at the bench to determine if computers can be used to access agenda documents. Access to the computers would rely on the consistency of the internet, which is why agenda packets are printed for all meeting to ensure packets are available. Each Commissioner has a notebook they were given that includes the zoning and subdivision codes. Since it is unclear what version of the code each Commissioner has the Secretary will bring updated documents to the next meeting. This would allow Commissioners to review codes when needed.

## VI. Planning Commission Business

### A. PUD-26-01- Sunflower Commerce Park- 4<sup>th</sup>- Building 2 Planned Unit Development (PUD) Preliminary Plat

Secretary reviewed the staff report and highlighted the information contained in the report and the reason the PUD case was submitted. Staff report contains detailed information about the code requirements vs. the specific relief being requested by applicant in this case.

Chairman Jordan opened the public hearing.

Kurt Hershy, applicant's agent, stated that the case was presented 18 months ago and in the original application several exhibits were presented that showed landscaping, site plan, and parking. The relief included in this case was shown in the previously presented documents. The case was filed so that future development in the PUD area doesn't have to go through formal approval to seek relief again. This is formalizing the same relief from 18 months ago.

Commissioners discussed two major relief request concerns:

- Wall pack lighting on buildings and the concern of them shining into traffic. Agent confirmed that the wall pack illumination is casting downward and there are photometrics on that. These wall packs are designed to provide security for the building entryways and the front parking lot. Wall packs are not lighting the parking lot area. Agent stated that in the PUD the light poles are to be installed at the discretion of the end-user. Commission asked if light pole standards could be established so there are not different kinds of poles on the site. Kurt Hershy stated that this could be done. Commission was concerned that with additional buildings on the site lighting could be a problem to the development across from the PUD property.
- Caliper of trees that are planted on the site. Commission was concerned about the small trees along Webb Road not providing screening from the development to the West. Agent stated that the landscaping presented on the current case reflects what was on the overall landscape plan presented 18 months ago. He stated that larger trees would be something else they could consider. The Secretary highlighted the code required tree caliper for shade trees to be 2 ½ - 3 inches and ornamental trees to be 1 ½. The PUD relief being requested is for all trees to be a 1" caliper.

Commissioner Sutherland stated that the zoning code is clear and there are so many exceptions being requested. The question was asked why the applicant wants to install 1" caliper trees vs. code requirements. Agent suggested that it is difficult to maintain landscaping on a large development like this, unlike residential. Commission stated that moving forward installing the required caliper of trees makes sense since the current trees on site have likely grown to that size which would result in the trees matching.

Planning Commission discussed what the City Council previously did or didn't approve. Secretary explained that the preliminary plat included the site plan, landscaping plan and the applicant followed the checklist items. Planning Commission approved the preliminary plat. The Planning Commission approved the final plat, but the final plat doesn't have specific relief language on it, but it did conform to the approved preliminary plat. City Council approved the final plat and the PUD agreement. PUD agreement had specific language for landscaping and screening and lighting, but the requested relief was not included in that agreement.

The Secretary stated that the Planning Commission can make a motion and include any modifications they want to approve from the relief being requested or the Commission can table the item and request additional information be provided.

Chad Abbott, Surveyor, explained the contents of a preliminary and final plat:

- Preliminary plat has drainage contours, utilities and other data about the structure of the property. The Preliminary Plat does not have landscaping information on it that comes from another document (landscape plan).
- Final plat has lots; blocks of the property included and does not have landscaping information or any relief language.

Commission didn't want to change requirements since it had been approved and a building constructed. Discussion was to learn from this and ask good questions, but they didn't feel it was fair to make changes. Commission discussed reviewing all of the previous documents from the case to determine what happened so that the Commission could make a decision and identify why this case was filed. After further discussion, the Commission felt that City staff corrected the past processes by including specific details in their staff reports that lists current code requirements and the specific relief requests.

City Attorney stated that if the Commission is unclear, has questions, or there is confusion on anything, the Commission has the option to table the item. If you are going to table, the Commission needs to be clear about what information is needed so the applicant and/or City staff knows what is being asked.

Agent stated that they are agreeable to suggestion of following the code required caliper size.

Secretary reviewed key findings of facts identified in the staff report and recommended approval of case.

**Motion:** Commissioner Mackey moved to approve the proposed PUD Preliminary Plat as presented and amended by this Commission and agreed by the presenter to meet City code for tree calipers of 2.5" and take into account lighting concerns raised today and I do this based on golden factor #10 recommendation of the professional staff and the background they have given us on the history of this plat that has been brought before us.

City Attorney asked Commissioner Mackey to take into account lighting concerns and asked if he could explain it further for the applicant and the minutes. Commissioner Mackey clarified his motion to say that the key thing to consider is any negative impact of lighting on drivers on Webb Rd.

Applicant’s agent confirmed that as it’s written right now it will be minimal lighting have wall packs. If parking lot lights are installed, they will need to know what the illumination amount restrictions would be. If it needs to follow city code then that’s what they would need to know. Agent can write language into that note that parking lot light poles shall be to city code. Commission agreed that this note should be reflected on the PUD Preliminary Plat.

Commissioner Jordan second the motion to include further clarification of the lighting. **Motion carried 5-1.**

After the vote, City Attorney reminded the Commission that they must discuss the findings of facts. Commissioners identified 1, 3, 8 and 10 findings of facts as listed in the staff report. City Attorney asked the Commission if anyone wanted to change their vote based on the findings of facts discussion. Commission said no and the vote stood as is.

**B. SP-26-01- Special Use Case- Commercial Property- Retail Use**

Before proceeding with the hearing, the chairman asked if anyone on the Commission intended to disqualify themselves from participating in this case, because they or a relative own property in the area of notification or have conflicts of interest. The Chairman confirmed for the record that no one was disqualified. The Chairman declared a quorum of six (6) Commissioners present for the public hearing.

Chairman Jordan stated that official notice for this hearing was published in the official city newspaper, which is the City of Bel Aire Municipal Website, on March 19, 2026. Notices were mailed to the applicant and real property owners of record in the area of notification on March 18, 2026. The Chairman confirmed for the record that at least 20 days have elapsed between the publication and mailing dates and today’s hearing date. There was no evidence to the contrary from anyone present, and the Chairman declared that proper notification had been given.

Chairman Jordan asked if anyone on the Commission received any ex parte verbal or written communications prior to this agenda item? The Chairman confirmed for the record that no one had ex parte communications prior to the agenda item.

Chairman Jordan called on City staff to provide the Commission with a report on this case.

The Secretary stated that the special use case is required because each zoning district has permitted and conditional uses and if a specific use is not in the list, then a case is required. The Special Use case has findings of facts and sets out general standards for consideration and criteria for review. There are ten (10) criteria set out in the staff report which the Secretary reviewed. The Secretary stated that staff recommends approval of the case with the condition that the permit is restricted to the current property owner and is not transferable.

Chairman Jordan called upon the applicant to make his/her presentation on the response to the City staff report. Holly Edwards, agent for applicant stated they are in the process of purchasing the building and seeking approval for the federal firearms licensing process which requires city approval for use. There will be no changes to parking, landscaping, or the building except for change in signage. Ms. Edwards stated they are in the due diligence period, and they have not yet closed on purchase of the building.

Commission asked about storage requirements and what changes would be required at the property. Ms. Edwards confirmed that only indoor changes would need to be made including additional security measures. Ms. Edwards confirmed that the exterior of the building would stay the same.

Chairman Jordan asked if there are any public comments and invited the public to come to the podium and provide their name and address. No public comments were made.

Chairman Jordan asked if City staff received any written communications. Secretary confirmed that City staff had not received any written communications.

Chairman Jordan asked the applicant if they had any final comments and Ms. Edwards said no.

Hearing no further comments, Chairman Jordan closed the public portion of the hearing and stated that there would be no further public comments unless the Commission wished to ask questions to clarify information.

Chairman Jordan invited the Commission to deliberate the request and stated that there are factors which the Commission must consider in order to make findings, and ultimately, a recommendation. The findings of facts are provided in City staff report.

Ms. Edwards did clarify that she must receive approval of the special use case before she can purchase the building. Ms. Edwards' father, Doug Meyers, clarified that zoning is a part of the ATF process for approval of a firearms license. ATF requires confirmation that the property is zoned appropriately for the firearm use.

Commissioners discussed with the applicant's agent, Ms. Edwards and Mr. Meyers the process and procedure of ATF and what they will require as it relates to the City's application. There was further discussion about Mr. Meyers business license and ATF's processes and requirements. Conversations also included discussions about the LLC process and needs for the business. Ms. Edwards is seeking approval from the City to have a gun store in the building and confirmed that approval by ATF is fairly "lax" - they just want confirmation that City will allow use in that building.

Due to the nature of the discussion related to the ATF, the City Attorney suggested the Commission go into executive session. Chairman Jordan moved that the Commission go into Executive Session to receive legal advice for 15 minutes. Vice-Chairman Faber seconded the motion. Chairman stated Commission will resume at 8:20 p.m. **Motion carried 6-0.**

At 8:20 Chairman Jordan resumed the Planning Commission meeting.

The Secretary stated that she is unable to provide an approval letter for approval property because city code requires a special use case be approved by the Planning Commission.

Commission discussed that special use permit should not have a condition as set out in the staff report and use be assigned to the property vs. the permit being assigned to the owner. Staff agreed that the condition should be removed.

Commissioners identified 1, 2, 7 and 10 findings of facts as listed in the staff report.

**Motion:** Chairman Jordan stated having considered the evidence at the hearing and the factors to evaluate the application, he moved that the Commission recommend to the City Council, that the Special Use Permit to allow an indoor retail store within an existing vacant commercial building in SP-26-01 be approved, based on findings of facts mentioned, as recorded in the minutes of this public hearing. Commissioner Sutherland seconded the motion. **Motion carried 6-0.**

**C. PUD-26-02- 45<sup>th</sup> and Woodlawn- Planned Unit Development (PUD) Preliminary Plat-Convenience Store/Gas Station Use**

Chairman Jordan opened the public hearing.

Secretary presented the staff report and clarified that the PUD title references the wrong addition and should be listed as the “corner of 45<sup>th</sup> and Woodlawn”. The remaining staff report is correct, including the case number, legal description, general location. The PUD Preliminary Plat case is requesting that the property be developed for a gas station/convenience store use, and the applicant is seeking relief from setbacks, landscaping and screening. Zoning code and relief details are contained in the staff report. In addition, the staff report contains information on the history of the case which began in 2016. Secretary reviewed the findings of facts in the staff report and stated that staff recommends approval with the condition that the final drainage plan for the site be approved by the City Engineer.

Commission asked about the landscaping relief. Secretary stated that code requires 1 shade tree and 1 ornamental tree for every three shade trees. The applicant is requesting to plant evergreen trees on the north side of the property, in lieu of shade and ornamental trees because of utilities in that area.

Matthew Tucker, agent for the applicant, stated that the staff report reflects the case and the relief being requested. Agent provided the following information:

- PUD is asking for the “C-Store” (convenience store/gas station) use since the city code does not allow for that. This use is good for the size of the lot.
- Setback relief:
  - Woodlawn and 45<sup>th</sup> street had a 40’ right-of-way. Lot 5 had right-of-way taken away from it to allow for drainage and utilities and expansion of Woodlawn. The right-of-way was increased to 75’ on the corner from the south and east. There was an additional 10’ on the northeast portion of the lot which made lot smaller. As a result, the PUD case is asking for setback relief on the East, West and South portions of the property

because of the reduction of the lot size due to the right-of-requirements.

- Entrance locations address traffic flow for the intersection.
- Setbacks are also being requested to address landscaping, and they can't move the building further away from Woodlawn so they can hide the trash cans. To the west those buildings don't face the property, so they won't be looking at trash cans. Landscaping along the west addresses the screening.
- Landscaping relief to the north of the building is due to a utility easement that has existing utilities. Trees are needed for screening. Relief request is to install evergreens in lieu of shade and ornamental trees to avoid the utilities.
- Site does have some challenge with addressing stormwater and ensuring that the water goes into the pond to the west. Applicant has had meetings to address this to make sure they do not impact anyone in a negative way.

Commission asked that along the north property line why the applicant wasn't asking for 15' more feet instead of "jogging over" which would allow the east portion of the north property line to go straight down. Agent stated that the east property line is already established due to the right-of-way to allow for street widening.

Commission stated that instead of 15' on the east side of the property, the applicant should be asking for a 5' setback because the curbline there and concerns about traffic flow around the gas pumps. Commission pointed out that the curb line is very close to cars fueling and may not allow for a car to get by. Agent didn't want to ask for more than they have to but would like to request a 5' setback at that location.

Commission discussed the need for the 5' setback at the east location to provide more space for vehicles to circulate on the site.

Commissioners identified 1, 2, 5, and 10 findings of facts as listed in the staff report.

**Motion:** Chairman Jordan moved to approve the proposed PUD Preliminary Plat with the modification to reduce the east side setback from 15' to 5'. Commissioner Mackey seconded the motion. **Motion carried 6-0.**

**D. Overview of Robert's Rules- Presentation by Maria Schrock, City Attorney**

Secretary stated that a handout on Robert's Rules was included in the agenda packet as an overview.

City Attorney discussed that the Commission has tools available to them and one of those tools is to create a record. To create a record, it is important that each Commissioner is able to speak and ask questions without interruption. It is important for the Chairman to recognize and call

on Commissioners one at a time when they want to speak or ask questions. This p  
avoid Commissioners talking over each other and prevent Commissioners from having side  
conversations at the bench. When Commissioners take turns the record is clear and all  
discussions become part of the record.

**Action:** No action required; for discussion only.

**E. Overview of Written Communications, Maria Schrock, City Attorney**

City Attorney stated that the League of Kansas Municipalities has a summary document that  
can be shared with the Commission on written communications. Maria highlighted these key  
areas:

- Social media engagement. If the Commission goes onto a site and there are planning  
commission agenda items or planning commission business being discussed they should  
avoid commenting on it. If a quorum responded to that business there would be official  
business taking place. Responses do not have to be text, a response would also include  
using an emoji, such as a thumbs up. That emoji response would be considered interactive  
communication because you are agreeing with the thumbs up to the information on the  
site.
- Ex parte Communication- Commissioners will be asked questions about cases that may  
appear on the Planning Commission agenda. If questions are asked, do not enter into a  
conversation or respond to them. Encourage them to attend the public hearing on the case  
or reach out to the Secretary if they want to provide written communications. This  
information will be included in the agenda packet. If a Commissioner has a conversation  
about planning commission business it must be disclosed during the meeting.

The City Attorney stated that she would share the LKM information with Commissioners via  
individual emails.

**Action-** no action required; for discussion only.

**F. Overview of Annexation Process, Maria Schrock, City Attorney**

City Attorney suggested that the item be moved to the next meeting because the information  
was lengthy. Commission asked if the item could come to their May meeting. Secretary stated  
she would place it on their May agenda.

**Action:** No action required; for discussion only

**VII. Approval of the Next Planning Commission Meeting Date.**

**Motion:** Chairman Jordan moved to approve the date of the next meeting: May 14,  
2026, at 6:30 p.m. Vice-Chairman Faber seconded the motion. **Motion carried 6-0.**

**VIII. Current Events**

**A. Upcoming Agenda Items:**

- a. No cases pending

**B. Upcoming Events:**

- a. April 23 – 25: Citywide Garage Sale Weekend
- b. May 2: E-Recycling & Shred Day | 9 am – Noon at City Hall
- c. May 16: Spring Curbside Clean-Up

**IX. Adjournment**

**Motion:** Commissioner Mackey moved to adjourn. Commissioner Roths seconded the motion. ***Motion carried 6-0.***

DRAFT

City of Bel Aire

STAFF REPORT

STAFF COMMUNICATION

FOR MEETING OF	5/05/2026
CITY COUNCIL	
INFORMATION ONLY	

DATE: 04/23/2026

TO: Bel Aire City Council  
FROM: Paula Downs  
RE: SP-26-01- Indoor Retail Store Use

SUMMARY:

**SP-26-01: Special Use Case to allow indoor retail store within existing vacant commercial building at 6315 E. Crestmark Street.**

**Legal Description:**

Lot 4, Block 1, Bel Aire Plaza III, Bel Aire, Sedgwick County, Kansas.

**General Location:**

Southeast corner of Hillcrest St. and Crestmark St. (near Woodlawn and 37<sup>th</sup> Street).

**Reasons for Request:** Permit retail store use in commercial building where zoning district doesn't set out retail use.

**Notification:** The city placed notification on the City of Bel Aire website as required by the city code on March 19, 2026. The affidavit of publication is in the packet. Notification by certified mail was provided to surrounding property owners on March 18, 2026.

**Background:**

The subject property is zoned C-1- Neighborhood Commercial, Office and Retail District. The use of the commercial property for a retail store is not listed specifically as a permitted use or conditional use.

Application submitted by the applicant stated that the Special Use request is to have an

*“indoor retail store specializing in sporting goods, firearms, ammunition and related accessories that will operate within an existing commercial building”.*

**LEGAL CONSIDERATIONS:**

18.5.4- Special Uses of the zoning regulations provides guidelines for matters which may be considered when considering a special use application, known as "findings of fact."

The applicant provided the following statement addressing the request for the special use case to allow the operation and licensing of:

*“an indoor retail business specializing in sporting goods, firearms, ammunition and related accessories that will operate within an existing commercial building.*

The proposed use requires the special use permit approval as required by zoning regulations.

**April 9, 2026- Planning Commission Meeting:**

The applicant’s agent stated that they were in the process of purchasing the building and are seeking approval for the federal firearms licensing process which requires city approval of zoning use. There will be no changes to parking, landscaping, or the building, except for change in building signage. Applicant’s agent confirmed that all storage and security updates will be made interior with no change to the exterior of the building. The agent stated that the special use approval was required prior to moving forward with the ATF licensing process.

There were no written comments received prior to the hearing and no public appeared at the public hearing.

The Planning Commission discussed and asked questions about the requirements of the ATF approval and the LLC process that will occur for the business.

The Planning Commission reviewed the general standards for consideration and the criteria for review as set forth for a Conditional Use Permit (Special Use Permit follows this process per code) as set out in 18.5.3 of the Bel Aire City Code.

The Planning Commission considered the findings of facts provided in the April 9, 2026, staff report and approved the Special Use Permit 6-0.

**Recommendations of Professional Planning Staff**

Staff recommends **APPROVAL** of the application pending the outcome of City Council review and public hearing.

City of Bel Aire

STAFF REPORT

STAFF COMMUNICATION

FOR MEETING OF	4/09/2026
CITY COUNCIL	
INFORMATION ONLY	

DATE: 04/02/2026

TO: Bel Aire Planning Commission  
FROM: Paula Downs  
RE: SP-26-01- Indoor Retail Store Use

SUMMARY:

**SP-26-01: Special Use Case to allow indoor retail store within existing vacant commercial building at 6315 E. Crestmark Street.**

**Legal Description:**

Lot 4, Block 1, Bel Aire Plaza III, Bel Aire, Sedgwick County, Kansas.

**General Location:**

Southeast corner of Hillcrest St. and Crestmark St. (near Woodlawn and 37<sup>th</sup> Street).

**Reasons for Request:** Permit retail store use in commercial building where zoning district doesn't set out retail use.

**Notification:** The city placed notification on the City of Bel Aire website as required by the city code on March 19, 2026. The affidavit of publication is in the packet. Notification by certified mail was provided to surrounding property owners on March 18, 2026.

**Background:**

The subject property is zoned C-1- Neighborhood Commercial, Office and Retail District. The use of the commercial property for a retail store is not listed specifically as a permitted use or conditional use.

**LEGAL CONSIDERATIONS:**

18.5.4- Special Uses of the zoning regulations provides guidelines for matters which may be considered when considering a special use application, known as "findings of fact."

The applicant provided the following statement addressing the findings of fact:

The purpose of the request is to allow operation and licensing of an indoor retail business (including firearms sales) within the existing building where the proposed use requires special use approval under zoning regulations. The request will allow for an indoor retail store specializing in sporting goods, firearms, ammunition and related accessories that will operate within an existing commercial building.

**Special Use Review Process:**

The Planning Commission may recommend approval or disapproval of a Special Use. The process for applying for and the hearing procedure is the same as set forth for a Conditional Use as set out in 18.5.3 of the Bel Aire City Code.

**General Standards for Consideration:**

- 1. That proposed uses will not be contrary to the public interest
- 2. That the spirit of the Code is observed.
- 3. That public safety and welfare is secured.
- 4. That substantially equal treatment under the law is preserved.

**Criteria for Review.** The criteria shall be evaluated in terms of how such criteria relate to any specific case being considered and any stipulation as deemed appropriate by the Commission shall be incorporated into approval of a conditional use in association with the following concerns:

- 1. Access and traffic load and/or flow.
- 2. Noise, light and odor.
- 3. Screening.
- 4. Parking.
- 5. Services (public utilities)
- 6. Public health and safety
- 7. Adequacy of facility and lot size.
- 8. Signs.
- 9. Review by fire marshal for designation.
- 10. Other considerations as appropriate.

The building is currently vacant but was previously used as a motorcycle repair shop. Noise, light, odor, and screening are not issues relevant to the indoor retail store use approval. The commercial building will remain as is with updates made to signage which will follow the Bel Aire City Code. Traffic and parking will be addressed with existing parking lot. There is no detrimental effect on public health and safety or services and public utilities. Fire department may need to review the building since it has been vacant.

If a protest petition against the Special use is filed in the office of the city clerk within 14 days following the date of the conclusion of the public hearing signed by the owners of record of 20% or more of the total area within the notification area, the order adopting such conditional use shall not be passed except by at least three-fourths vote of all the members of the Governing Body.

18.5.4.G of the city code provides a process to revoke the Special Use permit. Where conditions in the neighborhood or surrounding property have changed to the extent that the Special Use has a documented negative impact upon the property values of homes within the area of notification, the Planning Commission may call for a public hearing in conformance with the standards for public hearings as set forth in the code, to hear and take evidence as to the changed conditions and documented detrimental effects of the Special Use. At the conclusion of the hearing the Commission may recommend to the Governing Body that the Special Use be modified to add conditions that address the identified detrimental elements, or the approval of the permit be revoked.

**Findings of Fact:**

**1. Character of Neighborhood:**

The surrounding neighborhood is comprised of commercial buildings.

**2. Zoning and uses of properties nearby:**

**North:** C-1- Neighborhood Commercial, Office and Retail District

**East:** City of Wichita City Boundary- Commercial property

**South:** City of Wichita City Boundary- Commercial property

**West:** C-1- Neighborhood Commercial, Office and Retail District

**3. Suitability of the subject property for the uses to which it has been restricted**

The property is currently zoned C-1 - Neighborhood Commercial, Office and Retail District. Land use and current zoning district in affect for the property is suitable for the Special Use request.

**4. Extent to which removal of the restrictions will detrimentally affect nearby property:**

The indoor retail store use is not expected to detrimentally affect nearby property.

**5. Length of time the subject property has remained vacant as zoned:**

The property has been vacant as zoned since November 2025.

**6. Relative gain to the public health, safety, and welfare as compared to the loss in value or the hardship imposed upon the applicant:**

The proposed indoor retail store use does not pose a threat to adjacent commercial properties.

The commercial building is in character and consistent with other buildings in the area.

Disapproval of the case will create a hardship for the applicant business owner.

**7. Conformance of the requested change to the city's comprehensive plan:**

The request is not in conflict with the comprehensive plan.

The future land use map identifies this area as a Neighborhood Center place type that consists of a variety of uses including open space, community gardens, single and multi-family residences, mixed used, commercial uses, education uses, religious assembles, entertainment, community/civic centers and facilities, parks and public safety uses. The property falls within that described place type.

Appropriate land uses and zoning districts within the place type include Neighborhood Commercial, Office and Retail (C-1). The property is compatible with the Neighborhood Center place type.

**8. Impact of the proposed development on community facilities:**

The subject property will have no negative impact on community facilities, public infrastructure or utilities.

There is not expected to be any additional or substantial impacts to community facilities by permitting the indoor retail use at the subject property.

**9. Opposition or support of neighborhood residents (one factor to be considered and by itself is not sufficient reason to approve or deny a request):**

As of this writing, staff has not received any phone calls or written communication on this case.

The Planning Commission will need to consider any testimony provided during the public hearing.

**10. Recommendations of Professional Planning Staff**

Key findings of fact elements: 1, 2, 3, 4, 7, and 8.

Staff recommends **APPROVAL** of the application pending the outcome of Planning Commission review and public hearing.

Based on the preceding factors and the information available at the time the report was prepared, professional planning staff recommends that the Special Use application for an indoor retail store use be approved with the following condition:

1. Special Use permit is restricted to the current property owner and is not transferable.



7651 E. Central Park  
Bel Aire, KS 67226  
Phone: 316-744-2451  
[www.belaireks.gov](http://www.belaireks.gov)

APPLICATION FOR:  
  
**Special Use**

This form **MUST** be completed in accordance with directions on the accompanying instructions and filed with the Zoning Administrator at Bel Aire City Hall, 7651 E. Central Park Ave., Bel Aire, Kansas 67226.

**AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.**

Date: 3/2/2026

Fee: \$250.00

**Owner(s) of the Property Requesting the Special Use:**

Name: Brandon Dooley

Address 1902 N Evergreen Wichita, KS 67212

Telephone (316)650-1760 Email brandon@bsmotolab.com

Primary Contact? Yes  No  (Please Check)

**Agent Representing the Applicant (if applicable):**

Name: Holly Edwards

Address 314 W Kennewick Ave, Kennewick WA 99336

Telephone (509) 551-9343 Email HollyCGR@gmail.com

Primary Contact? Yes  No  (Please Check)

**Owner(s) of the Property Requesting the Special Use:**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact? Yes  No  (Please Check)

**Agent Representing the Applicant (if applicable):**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact? Yes \_\_\_\_\_ No \_\_\_\_\_ (Please Check)

**Owner(s) of the Property Requesting the Special Use:**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact? Yes \_\_\_\_\_ No \_\_\_\_\_ (Please Check)

**Agent Representing the Applicant (if applicable):**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact? Yes \_\_\_\_\_ No \_\_\_\_\_ (Please Check)

Additional property owners including name, address, telephone, and email shall be provided as an attachment to the application. The attachment should provide the agent representing each property owner (if applicable) including their name, address, telephone and email. In addition, provide the above certification language and signature lines for the additional property owners.

**REQUEST INFORMATION:**

1. Requested Special Use (Describe Request): Indoor retail store  
Specializing in Sporting goods, Firearms, ammunition and  
related accessories that will operate within an  
existing Commercial building.

2. **Purpose of Request:** To allow operation and Licensing of an indoor retail business (including Firearms sales) within the existing building where the proposed use requires special use approval under zoning regulations.

3. **Present Use of Property:** Existing commercial building that is currently vacant.

4. **Zoning District of Property:** C-1 Neighborhood Commercial, office + Retail District

**5. Location:**

a. Address (if assigned) or generally located at (relation to nearest streets):

6315 E Crestmark Street  
Bel Aire, KS 67220

b. Legal Description: Lot(s) 4, Block 1, Addition Bel Aire Plaza III

c. If Property is not platted, a metes and bounds description and location map shall be provided with this application. Special Use requests will not be officially approved until subject property has been platted.


d. The application area contains ~ .48 acres.

6. **Site Plan & Additional Information:** A site plan, drawings, photographs, and additional documentation in accordance with the attached instructions shall be included with this application.

**CERTIFICATION**

The undersigned acknowledges and certifies the following:

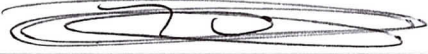
1. They have been advised of the fee requirements established and that the appropriate fee is herewith tendered.
2. That the applicant or their duly authorized agent hereby certifies that the information given herein is correct and will comply with zoning regulations and requirements of this application.
3. This application is accompanied by a current ownership list certified by an abstractor for the notification area.
4. That all documents are attached hereto as noted in the instruction.
5. That this application cannot be processed unless it is complete and accompanied by all required documents.

DocuSigned by:  


3/3/2026 | 12:26 PM CST

B45FAC9046514AC...  
Property Owner(s)

\_\_\_\_\_  
Date

  
Agent (if applicable)

3/2/26  
Date

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent (if applicable)

\_\_\_\_\_  
Date

OFFICIAL USE ONLY

- Fee
- Certified Ownership List
- Site Plan

This application has been checked and found to be complete and accompanied by the required documents and appropriate fee.

\_\_\_\_\_  
Zoning Administrator

\_\_\_\_\_  
Date



AFFIDAVIT OF PUBLICATION

State of Kansas, Sedgwick County, ss:

Melissa Krehbiel, City Clerk

Being first duly sworn, deposes and says:

That I, Melissa Krehbiel, City Clerk of the City of Bel Aire, Kansas, have published the attached notice on the City of Bel Aire website, [www.belaireks.gov](http://www.belaireks.gov), which website is designated as the official City newspaper for the City of Bel Aire, Kansas by Charter Ordinance No. 25, effective August 6, 2024.

That the attached Official Notice of Zoning Hearing (SP-26-01) is a true copy thereof and was published on such website beginning on the 19<sup>th</sup> day of March, 2026.

Melissa Krehbiel  
Signature

SUBSCRIBED AND SWORN to before me this 19<sup>th</sup> day of March, 2026.



Amy L. Guhr  
Notary Public

(seal)

City of Bel Aire  
Melissa Krehbiel – City Clerk  
7651 East Central Park Avenue  
Bel Aire, Kansas 67226  
316-744-2451  
[www.belaireks.gov](http://www.belaireks.gov)

(Notification Posted on the City of Bel Aire Website, the designated official City newspaper for the City of Bel Aire on March 19, 2026)

**OFFICIAL NOTICE OF ZONING HEARING**

**TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:**

Notice is Hereby Given that on April 9, 2026, the City of Bel Aire Planning Commission will consider the following Zoning process in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

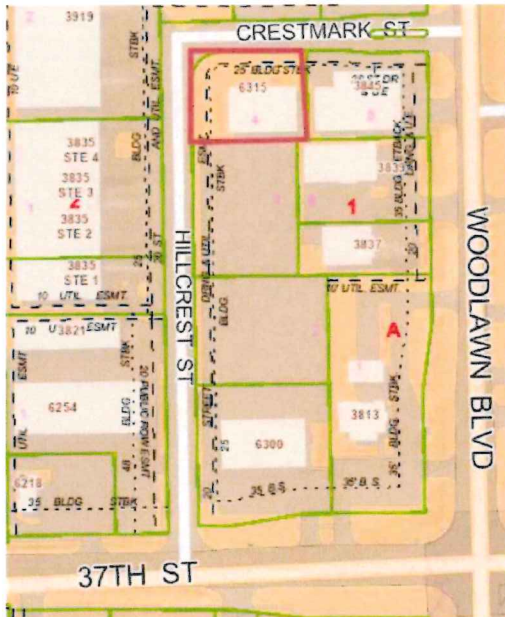
**SP-26-01.** Proposed Special Use Case for indoor retail store within existing vacant commercial building.

**Legal Description:** Lots 4, Block 1, Bel Aire Plaza III, Bel Aire, Sedgwick County, Kansas.

**General Location:** 6315 E. Crestmark St. - Southeast corner of Hillcrest St. and Crestmark St. (near Woodlawn and 37<sup>th</sup> street)

You may appear at this time either in person or by agent or attorney, if you so desire, and be heard on the matter. After hearing the views and wishes of all the persons interested in the case, the Planning Commission may close the hearing and consider a recommendation to the Governing Body, which, if approved under the City Zoning and Sub- Division regulations, would be effectuated by city code. The public hearing may be recessed and continued from time to time without notice.

**DATED** this 19 day of March, 2026.



/s/ Paula L. Downs  
Bel Aire Planning Commission Secretary

# SITE PLAN

6315 Crestmark St

Bel Aire, KS 67220

Parcel ID: 087-097-25-0-44-04-004.00

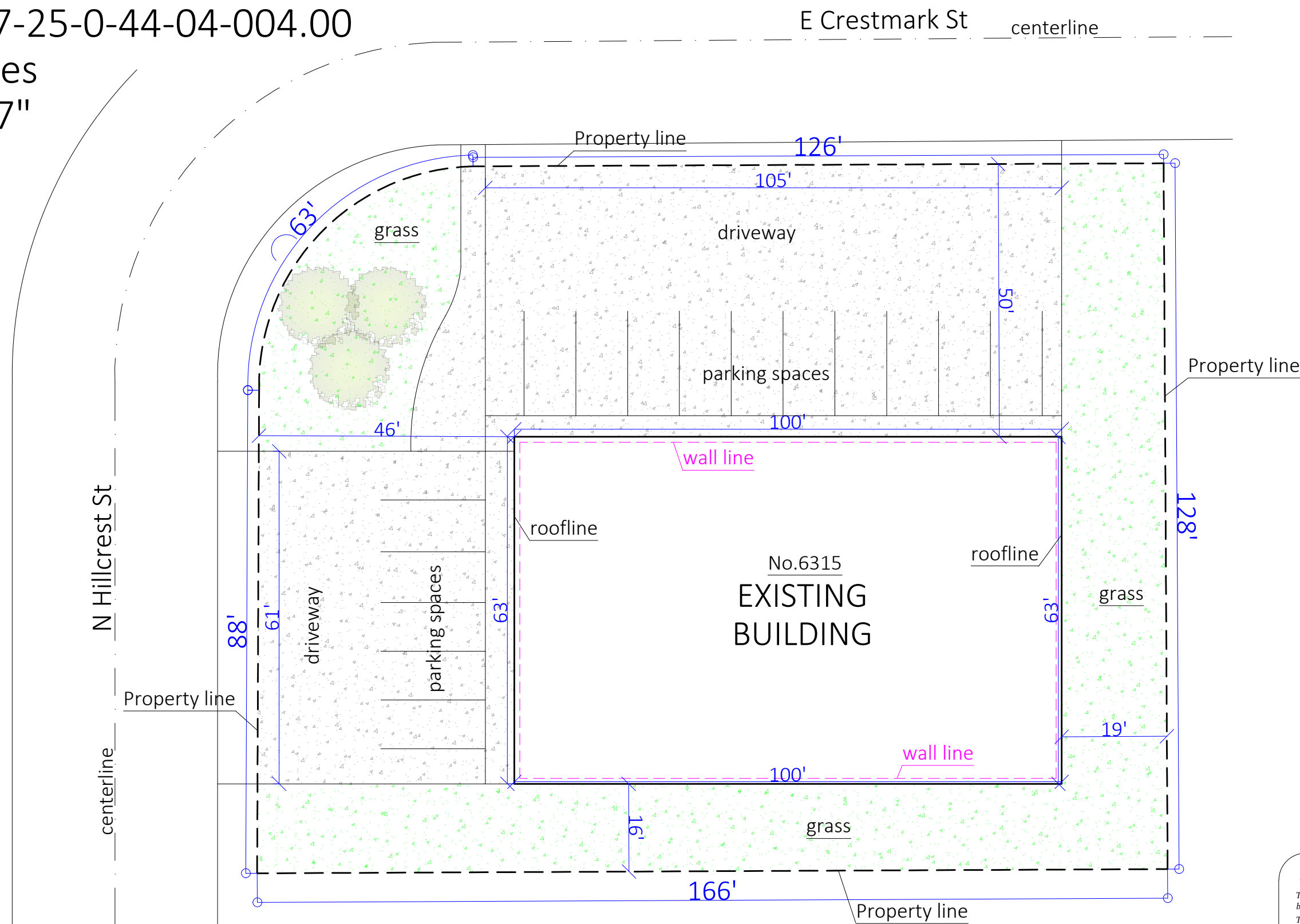
Lot area: 0.48 Acres

Paper Size: 11"x17"

Section XI, Item A.



scale 1"=20'



### Disclaimer

This is not a Legal Survey, nor is it intended to be or replace one.

These measurements are approximate and are for illustrative purposes only.

This work product represents only generalized location of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of a feature, object or boundary.

(Published at [www.belaireks.gov](http://www.belaireks.gov) on May, \_\_\_\_\_ 2026.)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE RECOMMENDATION OF THE BEL AIRE PLANNING COMMISSION RECOMMENDING A SPECIAL USE PERMIT FOR CERTAIN LANDS LOCATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF BEL AIRE, KANSAS UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY.**

WHEREAS, Brandon Dooley, (hereinafter the “Owner”), requests a Special Use Permit to allow an indoor retail store specializing in sporting goods, firearms, ammunition and related accessories within an existing vacant commercial building; and

WHEREAS, the Governing Body of the City of Bel Aire, Kansas has received a recommendation from the Bel Aire Planning Commission (hereinafter the “Commission”) that the Owner’s request for a Special Use Permit in Case No. SP-26-01 be approved; and

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held on April 9, 2026, all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

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

SECTION 1. Approval. The recommendation of the Commission is approved. The Governing Body hereby approves issuing a Special Use Permit to the Owner, that allows an indoor retail store specializing in sporting goods, firearms, ammunition and related accessories within an existing vacant commercial building, on the property described below, zoned as C-1 Neighborhood Commercial, Office and Retail District.

Legal Description: Lot 4, Block 1, Bel Aire Plaza III, Bel Aire, Sedgwick County, Kansas.

General Description: Southeast corner of Hillcrest Street and Crestmark Street (near Woodlawn and 37<sup>th</sup> Street)

SECTION 3. Effective Date. This Ordinance shall take effect and be in force from and after its adoption by the Governing Body of the City, approval by the Mayor, and publication once in the official city newspaper.

44 ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 5<sup>th</sup> day of May, 2026.

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46 SIGNED by the Mayor on this \_\_\_\_\_ day of May, 2026.

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CITY OF BEL AIRE, KANSAS

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Jim Benage, Mayor

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ATTEST:

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Melissa Krehbiel, City Clerk

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APPROVED AS TO FORM:

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Maria A. Schrock, City Attorney

City of Bel Aire

STAFF REPORT

DATE: 04/23/2026

TO: Bel Aire City Council
FROM: Paula Downs
RE: PUD-26-01- Preliminary PUD Plat

Table with 2 columns: FOR MEETING OF, 5/05/2026. Rows include CITY COUNCIL and INFORMATION ONLY.

SUMMARY:

PUD-26-01: Proposed Planned Unit Development (PUD) Preliminary Plat for zoning relief for Sunflower Commerce Park 4th Addition.

Legal Description:

Lots 1 -3, Block 1, and Lots 1-2, Block 2, Reserve A, Reserve B, Sunflower Commerce Park-4th, Bel Aire, Sedgwick County, Kansas.

General Location:

Northeast corner of 53rd Street and N. Webb Road- 9648 E. 54th St. N.

Reasons for Request: Application submitted to address three issues:

- 1. Establish parking standards for the development
2. Establish landscaping and screening standards for the development
3. Establish lighting standards for the development

Notification: The city placed notification on the City of Bel Aire website as required by the city code on March 19, 2026. The affidavit of publication is in the packet. Notification by certified mail was provided to surrounding property owners on March 18, 2026.

Background:

The subject property is zoned M-1 Planned Unit Development - Industrial District. PUD-26-1 asks for zoning regulation relief relate to parking, landscaping, lighting and screening. Building 1 was built on Lot 1 and relief for that building will be addressed in this case.

**Case History:**

**1. June 13, 2024- Planning Commission Meeting**

SD-24-01- Preliminary Plat for PUD area with current phase 1 construction.

PUD-24-01- Preliminary PUD requesting M-1 PUD- Industrial District and “C-1” and “C-2” uses. Specific issues reviewed:

- a. Building and site signage details to be included in PUD and developer’s agreement
- b. Landscape plan concept submitted with PUD and developer’s agreement to allow for a specific site plan to be provided as each phase is developed.
- c. Parking lot requirements to be analyzed with each phase.

Planning Commission approved both cases.

**2. July 11, 2024- Planning Commission Meeting**

SD-24-01- Final Plat / PUD-24-01- Final PUD

Planning Commission approved the cases.

**3. August 6, 2024- City Council Meeting**

PUD-24-01- Governing body approves changing the zoning classification allowed in the final Sunflower Commerce Park 4<sup>th</sup> PUD to include uses permitted in the “M-1” planned Unit Development- Industrial District and C-1 and C-2 permitted uses. Ordinance 720 changing the zoning district was approved.

City Council approved PUD-24-01 and accepted the dedication of streets and other public ways, service and utility easement and land dedicated for public use. The Council approved the PUD Agreement .

**4. April 9, 2026- Planning Commission Meeting**

PUD-26-01- PUD Preliminary Plat was presented to address several relief requests for the Sunflower Commerce Park 4<sup>th</sup> Addition. The staff report detailed the zoning code requirements against the relief requested by the applicant for screening, lighting, landscaping and parking.

The Preliminary Plat sets out the following relief requests:

- 1. Screening
  - a. Zoning Code Requirement: Screening of truck docks, mechanical equipment, roof top units, trash, service and loading areas, storage of materials, products, or equipment, and refuse enclosures required per 18.10.13.

- b. PUD-26-01: No screening or buffer yards are required for this development. This includes no screen of truck docks, mechanical equipment, roof top units, and any other screening the city requires for M-1 Zoning
- 2. Lighting:
  - a. Zoning Code Requirement: Lighting required to meet the standards of 18.9.6. Illumination per low activity uses required, which requires minimum 0.5 foot candles and a 4:1 uniformity ratio. Building mounted light fixtures are not permitted to be used to provide parking lot lighting coverage.
  - b. PUD-26-01: Site lighting for each lot shall be provided by wall pack light fixtures only. Parking and truck dock area light poles shall be installed at the discretion of property owners to meet their safety standards.
- 3. Landscaping- Tree Caliper Requirement
  - a. Zoning Code Requirement: Shade trees required to be 2.5-3" caliper (18.10.8.B) and Ornamental trees required to be 1-1.5" caliper (18.10.8.D)
  - b. PUD-26-01- All trees to be a minimum of 1 inch caliper in diameter.
- 4. Landscaping- Permanent Irrigation (#27 on PUD)
  - a. Zoning Code Requirement: If indigenous or drought resistant plan materials are not used, irrigation is required for establishment period (18.10.8.L.)
  - b. PUD-26-01: A permanent irrigation system is not required for reserve areas, right-of-way, and will be at the discretion of property owners based on the grass seeding selected by the owner and approved by the City of Bel Aire.
- 5. Landscaping- Street Trees (#30 PUD)
  - a. Zoning Code Requirement: Street trees along 54<sup>th</sup>, Chicory LN and 56<sup>th</sup> St. required to be 1 per 40 LF (18.10.5.A.1).
  - b. PUD-26-01- Street trees shall be provided at a spacing no less than 1 tree every 50 LF.
- 6. Landscaping- Parking Lot Perimeter Landscaping (#31 PUD)
  - a. Zoning Code Requirement:
    - i. 18.10.7.B Requires street frontage perimeters to include a continuous 15' landscape area, of which must include:
      - 1. 1 shade tree for 50 LF
      - 2. 1 ornamental tree per each 3 shade trees
      - 3. 100% of all vehicular and parking areas to be screened to a height of 3'
    - ii. 18.10.7.E requires a continuous 10' landscape area, of which must include:
      - 1. 1 shade tree for 25'
      - 2. 1 ornamental tree per each 3 shade trees
      - 3. 50% of all vehicular and parking areas to be screened to a height of 3'.
    - iii. Reserves required by code to meet 18.10.7.B and 18.10.7.E as applicable.

- b. PUD-26-01: Parking lot perimeter landscaping shall be seeded with a hard lawn seed mix only. Plantings are not required.

The PUD property is located in an industrial area. Trees planted around the perimeter of the property is designed to create a screening from the public right-of-way view predominately from Webb Road.

The relief requests to plant 1 tree for every 50 LF which will provide 193 trees on the property. Code requires planting trees 1 for every 40 LF which would result in 238 trees on the property. Webb road will have a sufficient number of trees with the relief request. Code requires 79 ornamental trees on the property. The relief request will plant 68 ornamental trees at the 1 in 50 LF.

- 7. Landscaping- Interior Landscape Islands (#32 PUD)
  - a. Zoning Code Requirement: 18.10.9.B requires 1 shade tree in each required island.
  - b. PUD-26-01: Interior landscape islands shall be provided every 20 parking stalls. Trees and plantings within these islands are not required.
- 8. Landscaping- Building Façade (#33 PUD)
  - a. Zoning Code Requirement: Building façade front of a public right-of-way is required to have 25% of façade landscaping. Each landscaping area shall be:
    - i. 75% covered with shrubs to 3' and trees
    - ii. Planting areas to be at least 6' or 20% of façade height in width
    - iii. Areas are required to be irrigated.
  - b. PUD-26-01: Building façade landscaping is not required.
- 9. Parking Requirements
  - a. Zoning Code Requirement: Existing code sets forth required minimum parking based on square footage of building space which is not known at this time for future buildings. Percentage of accessible stalls will be reviewed at building permit.
  - b. PUD-26-01: Parking summary table provided for PUD buildings.

Applicant shared with the Planning Commission that the relief requested in PUD-26-01 was presented in the previous case in 2024. In 2024, the preliminary and final plat was approved by the Planning Commission and the City Council.

The Secretary explained that the preliminary plat included the site plan, landscaping plan and the applicant followed the checklist items. Planning Commission approved the preliminary plat. The Planning Commission approved the final plat, but the final plat doesn't have specific relief language on it, but it did conform to the approved preliminary plat. City Council approved the final plat and the PUD agreement. PUD agreement had specific language for landscaping and screening and lighting, but the requested relief was not included in that agreement.

Commission discussed two major relief request concerns:

1. Wall pack lighting on buildings and the concern of them shining into traffic.  
Applicant's agent confirmed that the wall pack illumination is casting downward and are designed to provide security for the building entryways and the front parking lot stalls at the building. Wall packs are not lighting the parking lot area. Commission was concerned that with additional buildings on the site, lighting could be a problem to the development west of the PUD property.
2. Caliper of trees that are planted on the site. Commission was concerned about the small trees along Webb Road not providing screening from the development to the West. Agent stated that the landscaping presented on the current case reflects what was on the overall landscape plan presented 18 months ago. Commission discussed the concern of the number of relief requests being made and the potential need to review the previously submitted documents to make a decision and clarify what had occurred on this case. After further discussion, a request for additional documents was not included in the motion to approve.

Applicant's agent stated that they were agreeable to planting the caliber of tree required in the zoning code and adding language that if light poles were installed in the parking lot that they would follow city code requirements.

Planning Commission approved the case 5-1.

**Current Discussion:**

Lot 1, Block 1 currently has warehouse Building 1.

Lot 1, Block 2 submitted a building permit to construct warehouse Building 2. During the building permit review, City staff requested site and landscaping plans for review. During this evaluation of the document and research of the case history, staff discovered that the previous PUD Agreement and Final Plat case documents did not approve the requested relief contained in documents presented during the preliminary plat stage. Staff suggested that the applicant file a PUD Preliminary Plat for the entire PUD area and provide a detailed relief request for approval.

The April 9, 2026 Planning Commission staff report set out the zoning code requirements and relief items being requested by the applicant (that information is included in this staff report for reference under the Case History- April 9, 2026, Planning Commission Meeting section above).

The current relief requests were presented in the previous case through preliminary plat documents and the applicant constructed Building 1 following the presented documents per the relief items set out. The applicant is intending to build a total of five (5) warehouse buildings in the PUD to mimic Building 1.

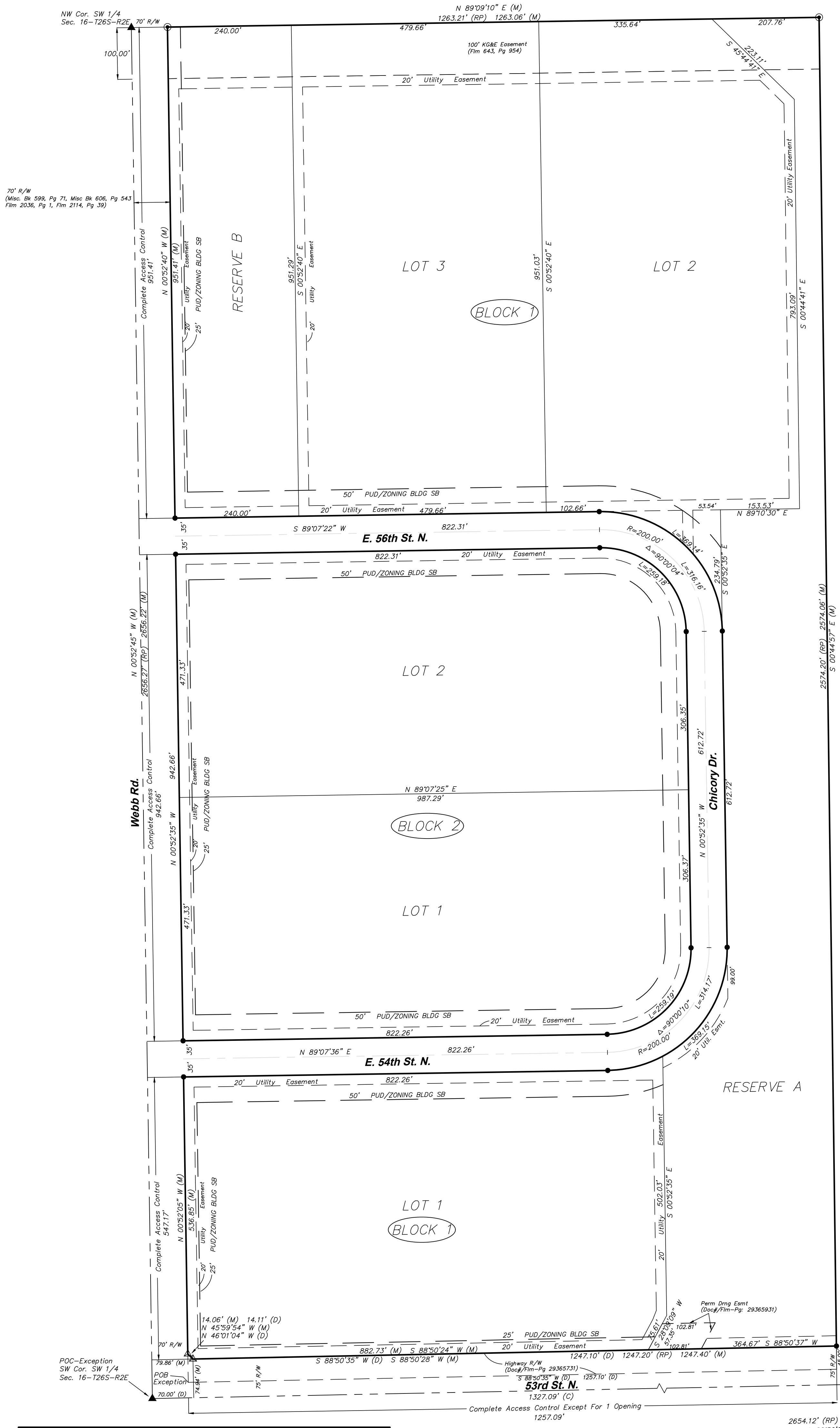
Applicant is currently constructing Building 2 under a conditional building permit pending the resolution of this case.

At the April 9, 2026, Planning Commission meeting, the Commission discussed concerns about wall pack lighting on the building and the caliper of trees to be planted. The applicant agreed to make suggested updates, and they are reflected in the updated PUD Preliminary Plat documents presented in the agenda packet.

### **Recommendations of Professional Planning Staff**

Staff recommends **APPROVAL** of the application pending the outcome of City Council review and the public hearing.

# PLANNED UNIT DEVELOPMENT (PUD) SUNFLOWER COMMERCE PARK 4TH BEL AIRE, SEDGWICK COUNTY, KANSAS



**PUD Purpose Statement:**  
The intent of this PUD is to provide flexibility of developments in this Plot and PUD. Therefore, the following provisions will apply to all Lots and Blocks within "Sunflower Commerce Park 4th Addition" an Addition to Bel Aire, Sedgwick County, Kansas.

## PUD REGULATIONS

- GENERAL PROVISIONS**
1. THIS PLANNED UNIT DEVELOPMENT IS ZONED - INDUSTRIAL DISTRICT (M-1). ALLOWED USES WITHIN THIS DISTRICT WILL BE COMMERCIAL OFFICE, MANUFACTURING, AND WAREHOUSING.
  2. INDUSTRIAL USES WHICH ARE LIKELY TO PRODUCE ODOR, NOISE, VIBRATION, INTENSIVE LIGHTING, HEAVY TRAFFIC, OR OTHER OFFENSIVE EFFECTS WILL NOT BE ALLOWED WITHIN THIS PUD.
  3. ANY USES WHICH ARE NOT LISTED IN "PUD REGULATIONS" SHALL BE REQUESTED BY MEANS OF AN AMENDMENT TO THIS PUD DOCUMENT.
  4. A RIGHT TURN LANE ON S.3RD STREET AND WEBB ROAD INTO THIS DEVELOPMENT SHALL BE CONSIDERED AND JUSTIFIED VIA A TRAFFIC STUDY WHEN TRUCK TRAFFIC REACHES 500 TRUCKS PER DAY AT THE ACCESS INTERSECTION.
  5. THE SPEED LIMIT WITHIN THIS PUD SHALL BE 20 MPH.
  6. PER CITY CODE SECTION 18.9.3.A, STANDARD PARKING STALL DIMENSIONS SHALL BE 9' BY 20'.
  7. PARKING COUNT SHALL BE PROVIDED AT THE MINIMUMS LISTED IN THE PARKING SUMMARY TABLE.
  8. ALL ELECTRIC AND TELECOMMUNICATIONS LINES TO BE INSTALLED UNDERGROUND.

- DRAINAGE:**
1. DRAINAGE FROM THE PROPOSED SUBDIVISION MUST FOLLOW THE DRAINAGE REPORT SUBMITTED AND ACCEPTED BY THE CITY OF BEL AIRE CITY ENGINEER. DRAINAGE DETENTION BASIN REQUIREMENTS WILL MEET THE CITY OF BEL AIRE REGULATIONS.

- ACCESS:**
1. ACCESS IS AS SHOWN ON RECORDED "SUNFLOWER COMMERCE PARK 4TH ADDITION" AN ADDITION TO BEL AIRE, SEDGWICK COUNTY, KANSAS.

- SCREENING:**
1. NO SCREENING OR BUFFER YARDS ARE REQUIRED FOR THIS DEVELOPMENT. THIS INCLUDES NO SCREENING OF TRUCK DOCKS, MECHANICAL EQUIPMENT, ROOF TOP UNITS, AND ANY OTHER SCREENING THE CITY REQUIRES FOR M-1 ZONING.

- LIGHTING REQUIREMENTS:**
1. REQUIRED SITE LIGHTING FOR EACH LOT SHALL BE PROVIDED BY WALL PACK LIGHT FIXTURES ONLY. PARKING AND TRUCK DOCK AREA LIGHT POLES SHALL BE INSTALLED AT THE DISCRETION OF PROPERTY OWNERS. IF INSTALLED, INSTALLATION OF PARKING LOT LIGHT POLES SHALL BE PER CITY CODE.

- BUILDING HEIGHTS:**
1. BUILDING HEIGHTS WITHIN THIS PUD MUST BE BELOW THE FAA HEIGHT RESTRICTION AND MUST BE PERMITTED THROUGH THE FAA. THE MAXIMUM HEIGHT SHALL BE TWO STORES, NOT EXCEEDING 75' FROM FINISHED GRADE AND ACCESSORY STRUCTURES SHALL BE ONE STORY.

- LOT SIZE AND WIDTH:**
1. IS AS SHOWN ON RECORDED "SUNFLOWER COMMERCE PARK 4TH ADDITION" AN ADDITION TO BEL AIRE, SEDGWICK COUNTY, KANSAS.

- SIGNAGE:**
1. SIGNAGE WILL BE IN CONFORMANCE WITH SECTION 17.9 OF THE CITY CODE.

- LANDSCAPE REQUIREMENTS:**
1. ALL TREES SHALL BE MINIMUM OF 2.5-INCH CALIPER IN DIAMETER WHEN PLANTED.
  2. ALL PLANT MATERIAL SHALL BE NONINVASIVE AND EITHER THE APPROVED SPECIES LIST PROVIDED BY THE CITY OR HARDY NATIVES/CULTIVARS.
  3. PLANT MATERIAL SHALL BE NATIVE AND LOW MAINTENANCE. IF NATIVE VARIETIES ARE NOT AVAILABLE, SPECIES APPROPRIATE TO THE LOCATION AND MICROCLIMATE THAT EXHIBIT SIMILAR CHARACTERISTICS TO NATIVE SPECIES SHALL BE USED.
  4. A PERMANENT IRRIGATION SYSTEM IS NOT REQUIRED FOR RESERVE AREAS, RIGHT-OF-WAY, AND WILL BE AT THE DISCRETION OF PROPERTY OWNERS BASED ON THE GRASS SEEDING SELECTED BY THE OWNER AND APPROVED BY THE CITY OF BEL AIRE.
  5. AFTER TWO GROWING SEASONS, LANDSCAPE SHALL PROVIDE AT LEAST 50% COVERAGE OVER MULCHED AREA.
  6. LANDSCAPE AREA SHALL NOT INTERFERE WITH SIGHT TRIANGLES AT INTERSECTIONS.
  7. STREET TREES SHALL BE PROVIDED AT A SPACING NO LESS THAN 1 TREE EVERY 50 LF.
  8. PARKING LOT PERIMETER LANDSCAPING SHALL BE SEEDED WITH A HARDY LAWN SEED MIX ONLY. PLANTINGS ARE NOT REQUIRED.
  9. INTERIOR LANDSCAPE ISLANDS SHALL BE PROVIDED EVERY 20 PARKING STALLS. TREES AND PLANTINGS WITHIN THESE ISLANDS ARE NOT REQUIRED.
  10. BUILDING FAÇADE LANDSCAPING IS NOT REQUIRED.
  11. NO TREES OR PLANTINGS ARE REQUIRED IN RESERVE AREAS. NATIVE GRASSES SHALL BE PLANTED WITHIN RESERVE AREAS ADJACENT TO RETENTION PONDS. RETENTION POND SLOPES SHALL BE PLANTED WITH A HARDY LAWN SEED MIX.

- SETBACKS AND BUILDING COVERAGE:**
1. BUILDING LOT COVERAGE WITHIN THIS PUD IS NOT LIMITED AND SHALL BE DETERMINED BY BUILDING SETBACKS AS SHOWN WITHIN THE ZONING SETBACK SUMMARY, WHILE STILL MAINTAINING THE PARKING STALL SIZE INDICATED IN PER CITY CODE SECTION 18.9.3.A AND PARKING COUNT SHOWN IN THE PARKING SUMMARY.

Lot/Block	Building Setback Front	Street Side	Side Yard	Rear
Block 1 - Lot 1	50'	25'	0'	N/A
Block 1 - Lot 2	50'	N/A	0'	N/A
Block 1 - Lot 3	50'	N/A	0'	N/A
Block 2 - Lot 1	50'	25'	0'	N/A
Block 2 - Lot 2	50'	25'	0'	N/A

**PARKING REQUIREMENTS:**

1. Parking Summary

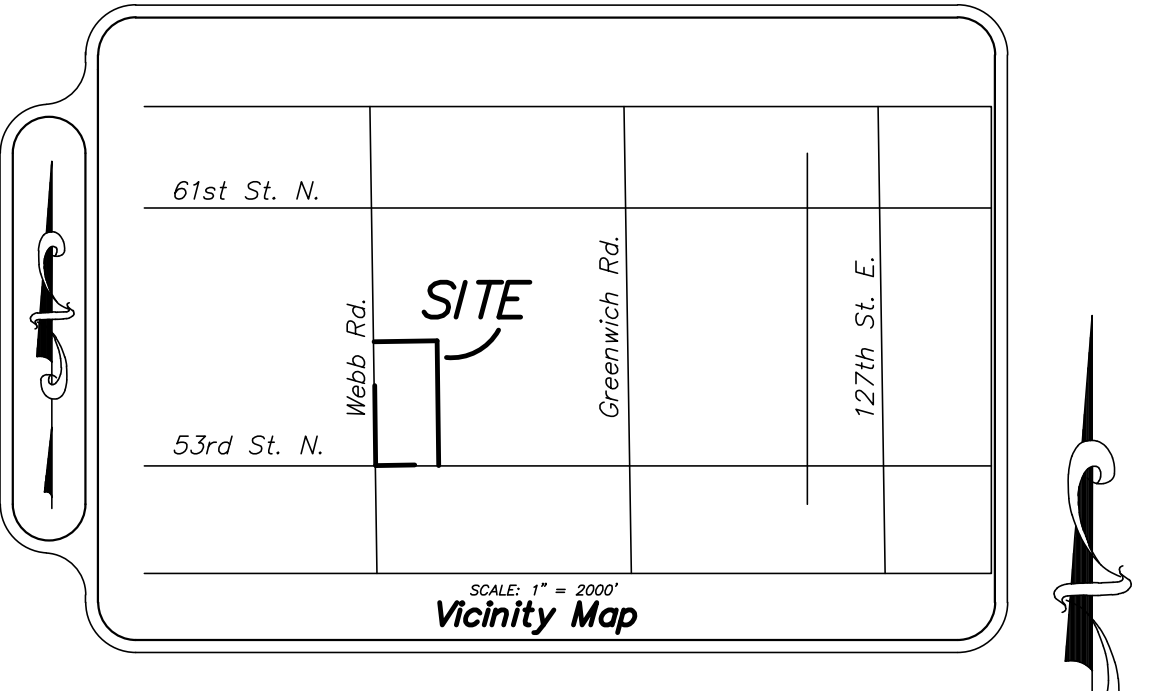
Lot/Block	Number of Buildings	Parking Count Required
Lot 1, Block 1	1	96
Lot 1, Block 2	1	92
Lot 2, Block 2	1	92
Lot 3, Block 1	1	99
Lot 2, Block 1	1	98
<b>TOTAL</b>		<b>475</b>

- MISCELLANEOUS**
- 1) Amendments, adjustments or interpretations to this P.U.D. shall be done in accordance with the Zoning Code.
  - 2) Development may be phased based on the ability to provide adequate water and sanitary sewer infrastructure.
  - 3) Slight modifications to the location of improvements may be permitted, provided they meet all requirements of this plan.
  - 4) The transfer of title of all or any portion of land included within the Planned Unit Development (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns.
  - 5) The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body. Any changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration. Prior to publishing the Ordinance establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating this tract (referenced as PUD # \_\_\_\_\_) includes special conditions for development on this property.

NOTE: THIS PUD SHALL GOVERN DEVELOPMENT ON THE PROPERTY ONCE APPROVED BY THE GOVERNING BODY AND RECORDED WITH THE SEDGWICK COUNTY REGISTER OF DEEDS, ONCE APPROVED AND RECORDED, THE PUD AGREEMENT CURRENTLY RECORDED AS MISCELLANEOUS DOCUMENT #30332092 WILL BE NULL AND VOID.

### Legend of Symbols & Abbreviations

- (D) Described
- (M) Measured
- (RP) Record Plat (Sunflower Commerce Park 2nd)
- Set 1/2"x24" Rebar with PS#1340 Cap
- Found 1/2" Rebar (Origin Unknown)
- △ Found 5/8" Rebar (PEC)
- ▲ Found 5/8" Rebar (Origin Unknown)



THIS AGREEMENT is hereby executed on this \_\_\_ day of \_\_\_, 2026.

Aspen Sunflower Industrial LLC,  
a Kansas limited liability company

By: \_\_\_\_\_  
Ben Fraser, Member

CITY OF BEL AIRE  
Jim Benage, Mayor

ATTEST:  
\_\_\_\_\_  
Melissa Krehbiel, City Clerk

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) ss:

BE IT KNOWN BY ALL PERSONS that on this \_\_\_ day of \_\_\_, 2026, before me, a Notary Public, came Ben Fraser, a Member of Aspen Sunflower Industrial LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement concerning the Sunflower Commerce Park 4th PUD to the City of Bel Aire, Kansas, for said limited liability company.

NOTARY PUBLIC \_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_

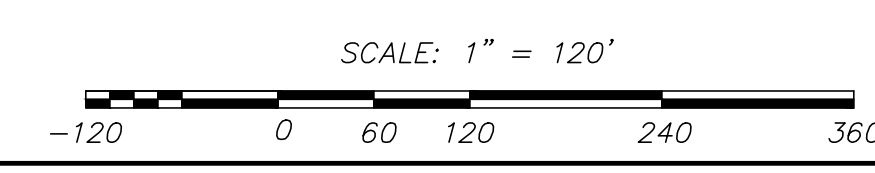
STATE OF KANSAS )  
COUNTY OF SEDGWICK ) ss:

BE IT KNOWN BY ALL PERSONS that on this \_\_\_ day of \_\_\_, 2026, before me, a Notary Public, came Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas, and who personally acknowledged execution of the foregoing Agreement concerning the Sunflower Commerce Park 4th PUD to the City of Bel Aire, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Jim Benage.

NOTARY PUBLIC \_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_

**Abbott and Survey**  
631 N. Kessler, Wichita, KS 67203  
Ph. 316.262.2262 Fax 316.262.2268  
surveyors@benchmarks.net

Dwn By: AMP      Approved By: CRA  
Dwg No: A23-10-045      Scale: 1" = 120'



City of Bel Aire

STAFF REPORT

DATE: 04/06/2026

TO: Bel Aire Planning Commission  
FROM: Paula Downs  
RE: PUD-26-01- Preliminary PUD Plat

STAFF COMMUNICATION	
FOR MEETING OF	4/09/2026
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

**PUD-26-01: Proposed Planned Unit Development (PUD) Preliminary Plat for zoning relief for Sunflower Commerce Park 4<sup>th</sup> Addition.**

**Legal Description:**

Lots 1 -3, Block 1, and Lots 1-2, Block 2, Reserve A, Reserve B, Sunflower Commerce Park-4<sup>th</sup>, Bel Aire, Sedgwick County, Kansas.

**General Location:**

Northeast corner of 53<sup>rd</sup> Street and N. Webb Road- 9648 E. 54<sup>th</sup> St. N.

**Reasons for Request:** Application submitted to address three issues:

1. Establish parking standards for the development
2. Establish landscaping standards for the development
3. Establish lighting standards for the development

**Notification:** The city placed notification on the City of Bel Aire website as required by the city code on March 19, 2026. The affidavit of publication is in the packet. Notification by certified mail was provided to surrounding property owners on March 18, 2026.

**Background:**

The subject property is zoned M-1 Planned Unit Development - Industrial District. PUD-26-1 asks for zoning regulation relief relate to parking, landscaping, lighting and screening. Building 1 was built on Lot 1 and relief for that building will be addressed in this case.

**1. June 13, 2024- Planning Commission Meeting**

SD-24-01- Preliminary Plat for PUD area with current phase 1 construction.

PUD-24-01- Preliminary PUD requesting M-1 PUD- Industrial District and “C-1” and “C-2” uses. Specific issues reviewed:

- a. Building and site signage details to be included in PUD and developer’s agreement
- b. Landscape plan concept submitted with PUD and developer’s agreement to allow for a specific site plan to be provided as each phase is developed.
- c. Parking lot requirements to be analyzed with each phase.

Planning Commission approved both cases.

**2. July 11, 2024- Planning Commission Meeting**

SD-24-01- Final Plat / PUD-24-01- Final PUD

Planning Commission approved the cases.

**3. August 6, 2024- City Council Meeting**

PUD-24-01- Governing body approves changing the zoning classification allowed in the final Sunflower Commerce Park 4<sup>th</sup> PUD to include uses permitted in the “M-1” planned Unit Development- Industrial District and C-1 and C-2 permitted uses. Ordinance 720 changing the zoning district was approved.

City Council approved PUD-24-01 and accepted the dedication of streets and other public ways, service and utility easement and land dedicated for public use. The Council approved the PUD Agreement .

**Current Discussion:**

PUD-26-01- PUD Preliminary Plat sets out the following requests for the Sunflower Commerce Park 4<sup>th</sup> Addition:

- 1. Screening
  - a. Zoning Code Requirement: Screening of truck docks, mechanical equipment, roof top units, trash, service and loading areas, storage of materials, products, or equipment, and refuse enclosures required per 18.10.13.
  - b. PUD-26-01: No screening or buffer yards are required for this development. This includes no screen of truck docks, mechanical equipment, roof top units, and any other screening the city requires for M-1 Zoning

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The PUD property is located in an industrial area. Trees planted around the perimeter of the property is designed to create a screening from the public right-of-way view predominately from Webb Road.

The relief requests to plant 1 tree for every 50 LF which will provide 193 trees on the property. Code requires planting trees 1 for every 40 LF which would result in 238 trees on the property. Webb road will have a sufficient number of trees with the relief request. Code requires 79 ornamental trees on the property. The relief request will plant 68 ornamental trees at the 1 in 50 LF.

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- 9. Parking Requirements
  - a. Zoning Code Requirement: Existing code sets forth required minimum parking based on square footage of building space which is not known at this time for future buildings. Percentage of accessible stalls will be reviewed at building permit.
  - b. PUD-26-01: Parking summary table provided for PUD buildings.

**Findings of Fact:**

**1. Character of Neighborhood:**

The character of the neighborhood is in line with the surrounding properties and the current neighborhood.

**2. Zoning and uses of properties nearby:**

**North:** Unplatted- Class A Land Unincorporated Sedgwick County

**East:** M-1 Planned Unit Development - Industrial District.

**South:** M-1 Planned Unit Development - Industrial District.

**West:** C-1 Neighborhood Commercial, Office and Retail and R-5- Garden and Patio Homes, Townhouses, and Condominiums.

**3. Suitability of the subject property for the uses to which it has been restricted**

The property is currently zoned M-1 Planned Unit Development - Industrial District. Land use and current zoning district in affect for the property is suitable for the PUD request.

**4. Extent to which removal of the restrictions will detrimentally affect nearby property:**

The requested zoning relief is not expected to detrimentally affect nearby property.

**5. Length of time the subject property has remained vacant as zoned:**

The parcel was rezoned M-1 as part of the city project related to Sunflower Commerce Park 2<sup>nd</sup> addition in 2015. The land remained vacant until SD-24-01 and PUD-24-01 was presented in May 2024. The property was platted in July 2024. Building 1 on Lot 1, Block 1 (9650 E. 53<sup>rd</sup> St. N) was completed in 2025. Lot 2 has begun construction of Building 2 under a conditional building permit. The remaining PUD area is currently undeveloped.

**6. Relative gain to the public health, safety, and welfare as compared to the loss in value or the hardship imposed upon the applicant:**

The zoning relief does not pose a threat to adjacent commercial properties.

Disapproval of the case will create a hardship for the applicant's development of the PUD area.

**7. Conformance of the requested change to the city's comprehensive plan:**

The request is not in conflict with the comprehensive plan.

The future land use map identifies this area as an Industry & Logistics Centers place type that consists of a variety of uses including open space, community lifestyle commercial, medical campus/hospital, light industrial, heavy industrial/manufacturing and public safety uses. The property falls within that described place type.

Appropriate zoning districts within the place type include Planned Unit Development Industrial District (M-1), Neighborhood Commercial, Office and Retail (C-1) and Planned Unit Development Commercial Office and Retail (C-2). The property is compatible with the Neighborhood Center place type.

**8. Impact of the proposed development on community facilities:**

The subject property will have no negative impact on community facilities, public infrastructure or utilities.

There is not expected to be any additional or substantial impacts to community facilities by approving the PUD.

**9. Opposition or support of neighborhood residents (one factor to be considered and by itself is not sufficient reason to approve or deny a request):**

As of this writing, staff received one phone call on this case with concerns about drainage. The property owner North of the PUD property area stated their property had drainage onto their property from the construction area and had concerns.

The drainage plan for the PUD was approved at the time of final plat approval. The current PUD Preliminary Plat case does not request relief from the drainage requirements set out by the City Engineer.

The City Engineer will provide additional drainage information with the property owner.

The Planning Commission will need to consider any testimony provided during the public hearing.

**10. Recommendations of Professional Planning Staff**

Key findings of fact elements: 1, 2, 3, 4, 6, 7, and 8.

Staff recommends **APPROVAL** of the application pending the outcome of Planning Commission review and public hearing.



AFFIDAVIT OF PUBLICATION

State of Kansas, Sedgwick County, ss:

Melissa Krehbiel, City Clerk

Being first duly sworn, deposes and says:

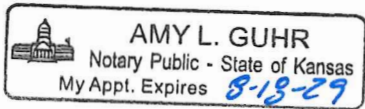
That I, Melissa Krehbiel, City Clerk of the City of Bel Aire, Kansas, have published the attached notice on the City of Bel Aire website, [www.belaireks.gov](http://www.belaireks.gov), which website is designated as the official City newspaper for the City of Bel Aire, Kansas by Charter Ordinance No. 25, effective August 6, 2024.

That the attached Official Notice of Zoning Hearing (PDD-26-01)

is a true copy thereof and was published on such website beginning on the 19th day of March, 2026.

Melissa Krehbiel  
Signature

SUBSCRIBED AND SWORN to before me this 19th day of March, 2026.



Amy L. Guhr  
Notary Public

(seal)

**City of Bel Aire**  
Melissa Krehbiel – City Clerk  
7651 East Central Park Avenue  
Bel Aire, Kansas 67226  
316-744-2451  
[www.belaireks.gov](http://www.belaireks.gov)

(Notification Posted on the City of Bel Aire Website, the designated official City newspaper for the City of Bel Aire on March 19, 2026)

**OFFICIAL NOTICE OF ZONING CASE**

**TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:**

Notice is Hereby Given that on April 9, 2026, the City of Bel Aire Planning Commission will consider the following Zoning process in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

**PUD-26-01.** Proposed PUD requesting zoning code relief for commercial warehouse.

**Legal Description:** Lots 1 -3, Block 1, Lots 1-2, Block 2, Reserve A, and Reserve B – Sunflower Commerce Park- 4<sup>th</sup> Addition, Bel Aire, Sedgwick County, Kansas.

**General Location:** Northeast corner of 53<sup>rd</sup> Street and N. Webb Road- 9648 E. 54<sup>th</sup> St. N.

You may appear at this time either in person or by agent or attorney, if you so desire, and be heard on the matter. After hearing the views and wishes of all the persons interested in the case, the Planning Commission may close the hearing and consider a recommendation to the Governing Body, which, if approved under the City Zoning and Sub- Division regulations, would be effectuated by city code. The public hearing may be recessed and continued from time to time without notice.

**DATED** this 19 day of March 2026.

/s/ Paula L. Downs  
Bel Aire Planning Commission Secretary





7651 E. Central Park  
Bel Aire, KS 67226  
Phone: 316-744-2451  
[www.belaireks.gov](http://www.belaireks.gov)

APPLICATION FOR:  
**PLANNED UNIT  
DEVELOPMENT (PUD)**

This form MUST be completed in accordance with directions on the accompanying instructions and filed with the Zoning Administrator at Bel Aire City Hall, 7651 E. Central Park Ave., Bel Aire, Kansas 67226.

**AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.**

Date: 23 March 2026

Fee: \$350/\$10 per lot

**Owner(s) of the Property Requesting the PUD:**

Name: Aspen Sunflower Industrial LLC, Dan Schulte

Address 5700 W. 112th Street, Suite 140, Overland Park, Kansas 66211

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact? Yes \_\_\_\_\_ No  (Please Check)

**Agent Representing the Applicant (if applicable):**

Name: Kurt Hershey, P.E. (Tessere)

Address 1525 E. Douglas Avenue, Wichita, Kansas 67211

Telephone 316-251-0659 Email Kurt.Hershey@tessere.com

Primary Contact? Yes  No \_\_\_\_\_ (Please Check)

**Owner(s) of the Property Requesting the PUD:**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact? Yes \_\_\_\_\_ No \_\_\_\_\_ (Please Check)

**Agent Representing the Applicant (if applicable):**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact? Yes \_\_\_\_\_ No \_\_\_\_\_ (Please Check)

**Owner(s) of the Property Requesting the PUD:**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact? Yes \_\_\_\_\_ No \_\_\_\_\_ (Please Check)

**Agent Representing the Applicant (if applicable):**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact? Yes \_\_\_\_\_ No \_\_\_\_\_ (Please Check)

Additional property owners including name, address, telephone, and email shall be provided as an attachment to the application. The attachment should provide the agent representing each property owner (if applicable) including their name, address, telephone and email. In addition, provide the above certification language and signature lines for the additional property owners.

**REQUEST INFORMATION:**

- Establishing a PUD
- Amending to PUD \_\_\_\_\_

1. **Requested PUD Details** (Describe Request): \_\_\_\_\_

Application submitted at city's request to address 3 (three) issues: 1 establish parking standards for the development, 2. establish landscaping standards for the development, 3. establish lighting standards for the development. No other changes are being sought.

2. **Zoning District of Property:** M-1 Manufacturing - PUD

3. **Location:**

a. Address (if assigned) or generally located at (relation to nearest streets):

In the NE corner of the intersection of N. Webb Road and E. 53rd Street.  
W 1/2, SW 1/4, Sec. 16, T-26 S, R 02 E

b. Legal Description: Lot(s) 1,2,3 & 1,2, Block 1 & 2, Addition \_\_\_\_\_  
Sunflower Commerce Park 4th Addition

c. If Property is not platted, a metes and bounds description and location map shall be provided with this application.

d. The application area contains 74.56 +/- acres.

4. **Written Statement:** A written statement in accordance with the attached instructions shall be included with this application.

5. **Site Plan & Additional Information:** A site plan, drawings, photographs, and additional documentation in accordance with the attached instructions shall be included with this application.

**CERTIFICATION**

The undersigned acknowledges and certifies the following:

1. They have been advised of the fee requirements established and that the appropriate fee is herewith tendered.
2. That the information given herein is correct.
3. This application is accompanied by a current ownership list certified by an abstractor for the notification area.
4. That all documents are attached hereto as noted in the instruction.
5. That the applicants acknowledges that the Governing Body shall have authority to impose such conditions as it deems necessary in order to serve the public interest and welfare.
6. That this application cannot be processed unless it is complete and accompanied by all required documents.

Dan Schulte  
Property Owner(s)

3/24/2026  
Date

\_\_\_\_\_  
Agent (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent (if applicable)

\_\_\_\_\_  
Date

OFFICIAL USE ONLY

- \_\_\_\_\_ Fee
- \_\_\_\_\_ Certified Ownership List
- \_\_\_\_\_ Written Statement
- \_\_\_\_\_ Site Plan

This application has been checked and found to be complete and accompanied by the required documents and appropriate fee.

\_\_\_\_\_  
Zoning Administrator

\_\_\_\_\_  
Date

## PLANNED UNIT DEVELOPMENT APPLICATION INSTRUCTIONS

The site plan (drawing with necessary text) must contain the following elements:

1. **Sheet Size:** The site plan should be no larger than 11" x 17" and no smaller than 8 ½" x 11". Site plans for larger projects (greater than 6 acres), may be larger, with the approval of City Staff. All information must be submitted on electronic media compatible with the City's systems.
2. **Title:** A brief description of the PUD.
3. **Applicant Name:** Name of the applicant and the agent who prepared the drawing, if applicable.
4. **North Arrow:** Indicate the north direction with respect to the project, Lot, or structure.
5. **Scale:** The scale should be adequate to portray the project, Lot, or structure on the sheet size required. For example, a Lot that is 70 feet by 100 feet can adequately be portrayed at a scale of 1" = 20' (in inch equals 20 feet) on an 11" x 17" sheet of paper. The scale should not be smaller than 1" = 20' and 1" = 50' for larger properties; projects involving 100 acres will use 1"=100' and in excess of 100 acres use 1"=200' for the overall plan, but will utilize ballooned detail pages to expanded information as necessary.
6. **Dimensions:** In addition to adequate scale representation, all key features (lot, buildings, driveways, etc.) on the site plan shall have dimensions in feet noted for all sides.
7. **Legal Description:** Legal description of Lot(s) or parcels included in the PUD. This description can be in the form of Lots and Blocks.
8. **Existing Conditions:** Indicate all structures and features as they exist on the property. These should be drawn to scale, as described above, and shall include, but not be limited to:
  - All structures and buildings
  - Parking Spaces
  - Fences
  - Significant trees or stands of trees
  - Other landscaping
  - Floodplains
  - Water area or features
  - Significant topographical features
  - Utilities, above and below ground
  - Drainage patterns

9. All required zoning setbacks and easements: Using a dashed line, indicate all required zoning setbacks and utility, drainage, or other easements relative to the project, Lot(s), or structure.

10. All roads/streets adjacent to the property and access points off of those roads: Indicate all roads/streets, including the rights-of-way that surround or intersect the property, including alleys. Indicate all points of access (driveways) from the streets to the project, Lot (s), or structure. Indicate how each road/street is developed, e.g. paved, dirt, undeveloped.

11. Surrounding structures and uses if appropriate: Indicate surrounding uses and zoning as they apply to the request.

12. PUD content that would require the Planning Commission to review and recommend an outcome to the City Council- such as a new plat map or replat, zoning change, or vacation: Include all drawings and information for plats as if requesting each element separate, but within the PUD.

- Gross acreage of plat acres
- Total number of lots
- Predominant minimum lot width and area
- Access control

If these modifications or additions are extensive relating to zoning changes, vacations, or other special use, a second site drawing might be necessary to clarify the changes. These modifications or new features may include, but are not limited to:

- Buildings
- Structures
- Parking areas
- Vehicular drives
- Pedestrian walks
- Location and height of light fixtures
- Location of trash receptacles and loading areas
- Landscaped areas
- Screening

13. An application shall be accompanied by a current abstractor's certificate containing a legal description of the area in the application as well as the name and address of the owner, and shall include the names and mailing addresses (with zip codes) of all property owners within the prescribed distance measured from the perimeter of the application area.

14. An application for a PUD shall be accompanied by the appropriate filing fee, (\$200.00 plus engineering cost for each Preliminary and Final PUD) and is payable to the City of Bel Aire.

15. A Preliminary PUD must contain design and material quality as well as contain harmony and be compatible with the architectural style and principles of the overall character of the neighborhood.

16. Chapter 19.5.5- Preliminary PUD Plat is required for all C-2 Commercial Districts, M-1 Manufacturing and Industrial Districts or any combination thereof.

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(Published at [www.belaireks.gov](http://www.belaireks.gov) on May, \_\_\_\_\_, 2026.)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE RECOMMENDATION OF THE BEL AIRE PLANNING COMMISSION AMENDING THE SUNFLOWER COMMERCE PARK 4TH PLANNED UNIT DEVELOPMENT PROVISIONS OF CERTAIN LANDS LOCATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF BEL AIRE, KANSAS UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY.**

WHEREAS, the Governing Body of the City of Bel Aire, Kansas (the “City”) has received a recommendation from the Bel Aire Planning Commission for Case No. PUD-26-01; and

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held for Case No. PUD-26-01 on April 9, 2026, all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

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

SECTION 1. The Governing Body adopts the recommendation of the Bel Aire Planning Commission that approves PUD-26-01, an amendment to the Sunflower Commerce Park 4<sup>th</sup> Planned Unit Development (the “Sunflower Commerce Park 4<sup>th</sup> PUD”), to establish parking standards, establish landscaping and screening standards, and establish lighting standards. The Zoning Regulations of the City of Bel Aire, Kansas are hereby amended to modify the General Provisions of the Sunflower Commerce Park 4<sup>th</sup> PUD as set forth herein.

Legal Description

Lots 1-3, Block 1, and Lots 1-2, Block 2, Reserve A, Reserve B, Sunflower Commerce Park 4<sup>th</sup>, Bel Aire, Sedgwick County, Kansas.

General Description

Northeast corner of 53<sup>rd</sup> Street and North Webb Road, 9648 East 54<sup>th</sup> Street North,

41 Bel Aire, Sedgwick County, Kansas

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SECTION 2. Upon the taking effect of this Ordinance, the above zoning change shall be entered and shown on the Official Zoning Map as previously adopted by reference and said map is hereby incorporated as a part of the Zoning Regulations as amended.

SECTION 3. This Ordinance shall take effect and be in force from and after its adoption by the Governing Body of the City, approval by the Mayor, and publication once in the official city newspaper.

SECTION 4. The City Clerk will file this Ordinance with the Sedgwick County Register of Deeds.

*[Remainder of this page intentionally left blank]*

74 ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 5<sup>th</sup> day of May, 2026.

75 SIGNED by the Mayor on this \_\_\_\_\_ day of May, 2026.

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CITY OF BEL AIRE, KANSAS

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Jim Benage, Mayor

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ATTEST:

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Melissa Krehbiel, City Clerk

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APPROVED AS TO FORM:

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Maria A. Schrock, City Attorney

City of Bel Aire

STAFF REPORT

STAFF COMMUNICATION

FOR MEETING OF	5/05/2026
CITY COUNCIL	
INFORMATION ONLY	

DATE: 04/23/2026

TO: Bel Aire City Council  
FROM: Paula Downs  
RE: PUD-26-02- Preliminary PUD Plat

SUMMARY:

**PUD-26-02: 45<sup>th</sup> and Woodlawn- Planned Unit Development (PUD) Preliminary Plat- Convenience Store/Gas State Use and zoning relief**

**Legal Description:** Lot 5, Block 1, Arthur Heights Addition

**General Location:** NW corner of Woodlawn Blvd. and 45<sup>th</sup> St.

**Reasons for Request:** Amendment to existing PUD to allow Lot 5 of Arthur Heights Estates to be developed for a gas station/convenience store use. Owner seeking relief from setbacks, landscaping and screening regulations.

**Notification:** The city placed notification on the City of Bel Aire website as required by the city code on March 19, 2026. The affidavit of publication is in the packet. Notification by certified mail was provided to surrounding property owners on March 18, 2026.

**Background:**

**August 11, 2016- Planning Commission Meeting**

Case was filed to change zoning of property from C-1 to C-2 PUD to allow for storage facility development.

1. Planning Commission recommended conditions related to: signage; roadways, parking, drives and access; lighting; landscaping and screening; reserve maintenance; storage facility hours of operation; paint colors for structures; residential use; removal of existing structures; fencing; limitation of use of storage units; water line; and drainage. Each section established language for the PUD property areas.
2. Planning Commission approved the zoning case.

**September 6, 2016- City Council Meeting**

- 1. Ordinance 600 which changed the zoning classification from C-1 to C-2 Planned Unit Development and all conditions. Ordinance also removed the right to occupy existing buildings on the site.
- 2. City Council approved Ordinance 600.
- 3. Ordinance 600 and site plan that was approved with the current PUD locked the lots 4, 5, 6 and part of lot 7 of Arthur Heights into a single plan to build storage units. The pursuit of the project was dropped shortly after the final ordinance was completed.

**December 13, 2018, Planning Commission Meeting**

- 1. PUD-18-01- Proposed Zoning revision overlay, approximately 5.26 acres on the C-2 zoned district, with an existing PUD development.
  - a. Conceptual site plan for Lot 4 was submitted with the intent to amend Ordinance 600.
  - b. PUD amendment was to clarify Ordinance 600 related to how to use existing buildings on the site.
  - c. PUD required additional provisions to allow businesses with similar low impact to the residential neighborhood related to noise, smells, traffic and light pollution. Storage and warehouse and a proposed office business fits within the C-2 and C-1 zoning district.
  - d. PUD requires exact changes related to the current project and the future development of lots 5, 6, and part of Lot 7 to be contained in within a revised ordinance.
  - e. Planning Commission approved PUD-18-01

**February 12, 2019- Planning Commission Meeting**

Case was a continuation from the December 13, 2018, meeting. City staff met with all interested parties to review the submittals from the December 13, 2018, and discuss key issues such as overall PUD and the site plan for lot 4. Submittals were reviewed and city asked for additional changes. The final packet was received to reflect all revisions. Staff recommended approval of the overall PUD and general site plan to allow C-1 and R-5 with C-1 setback and development requirements. Staff recommended approval of the proposed uses and general site plan and future uses for lot 4 as presented.

**March 19, 2019- City Council Meeting**

- 1. PUD-18-01
  - a. Ordinance set out specific conditions including: site lighting; design elements for self-storage units; hours of operation; drainage/screening plan requirements; requirements for existing structures on Lot 4; C-1 and R-5 uses by right; billboard removal on 45<sup>th</sup> street; drainage patterns not modified without city approval; major changes submitted to Planning Commission; minor changes (up to 15%) approved by zoning administrator; and north half of lot 7 shall be tied to Lot 6.
  - b. City Council approved Ordinance 642

**March 9, 2023- Planning Commission Meeting**

- 1. PUD-23-01- Preliminary Plat- Proposed partial replating and document changes within the current PUD to allow single family, duplex, and commercial storage. Staff recommended approving the concept plan and preliminary plat with changes needed for drainage and for basic construction constrains based on final submittals.
- 2. Development reduced the density to thirteen units and incorporated storage units next to the neighboring lots instead of residential units. Parking will allow three parking stalls for each unit. Clarified that there would be six duplex units and one single-family home and garage on the site. In addition, there would be storage units. All drainage will go to a retention pond on the lot. Land was split into two tracks to allow for a road off of 45<sup>th</sup> street.
- 3. Planning Commission approved the preliminary plat.

**April 13, 2023- Planning Commission Meeting**

- 1. PUD-23-01- Final Plat.
- 2. Planning Commission approved final plat as presented.

**February 6, 2024- City Council Meeting**

- 1. PUD-23-01- Ordinance, Final Plat & Development Agreement.
- 2. Ordinance 714- Authorizing a Planned Unit Development containing C-2 and R-5 uses on certain property and revoking, repealing and superseding ordinance 642.

Condition language included; site lighting; self-storage design elements; location of storage units in PUD; hours of operation for storage units; drainage and screening requirements; existing structure uses on Lot 4; allowed C-1 and R-5 uses by right; major changes submitted to Planning Commission; and minor changes (up to 15%) approved by Zoning Administrator.

- 3. Governing Body approved Ordinance 714.
- 4. Governing Body approved Development Agreement.

**April 9, 2026- Planning Commission Meeting:**

The applicant’s agents stated that the staff report presented for the case reflects the relief being requested. The following relief was presented:

- 1. Setbacks
  - a. Zoning Code Requirement:
    - i. East side of building: 40’ from street right-of-way
    - ii. South side of building: 40’ from street right-of-way
    - iii. West side of building-pavement: 20’ from property line
  - b. PUD-26-02:
    - i. East side of building: 15’ from street right-of-way. Reduced setback proposed to align with the pavement setback and keep site developable.
    - ii. South side of building: 10’ from street right-of-way. Reduced setback proposed to keep the site developable.
    - iii. West side of building- pavement: 10’ from property line. Reduced setback to align with building setback and keep site developable.
- 2. Landscaping and Screening- Perimeter North
  - a. Zoning Code Requirement: 1 shade tree + 1 ornamental tree for every 3 shade trees.
  - b. PUD-26-02: Evergreens along the north side due to utilities in the area. Larger tree roots could interrupt utilities.

The Agent stated that setback relief is needed due to the increased right-of-way needs to allow for drainage, utilities and expansion of Woodlawn. When the increased right-of-way needs the lot was made smaller requiring that setback relief be provided for the East, West and South portions of the lot. In addition, setback relief is being requested to address landscaping issues on the site.

The Agent explained that landscaping relief is needed on the north portion of the property due to a utility easement that has existing utilities. To meet screening requirements and to not negatively impact existing utilities, they want to plant evergreens. Due to root structures affecting utilities, the evergreens will be planted in lieu of the required shade and ornamental trees.

Planning Commission discussed the site plan and concerns related to the traffic flow on the site, specifically where cars may be maneuvering around cars at the gas pumps. The Commission asked the applicant’s agent why they were not asking for a further setback reduction on the east property line. Commission suggested that the site may need the east setback to be reduced from the requested 15’ to 5’. The agent agreed that this would provide better options for the site layout.

Staff did not receive any phone calls or written communication on this case. Nobody from the public attended or spoke at the public hearing.

Commissioners reviewed the finding of facts (contained in the April 9, 2026, staff report included in the City Council agenda packet) on the case and moved to approved the use and relief sought in the PUD Preliminary Plat. In the motion, the Commission moved to reduce the east side setback from 15' to 5'. Motion carried 6-0.

**Current Discussion:**

The lot is currently zoned C-1- Neighborhood Commercial Office and Retail and C-2 Planned Unit Commercial Office and Retail District. Lot 5 is located on Woodlawn and 45<sup>th</sup> which is in line with commercial development zoning for the intersection and suitable for the property.

The property was platted in 1953 and has remained vacant since that time.

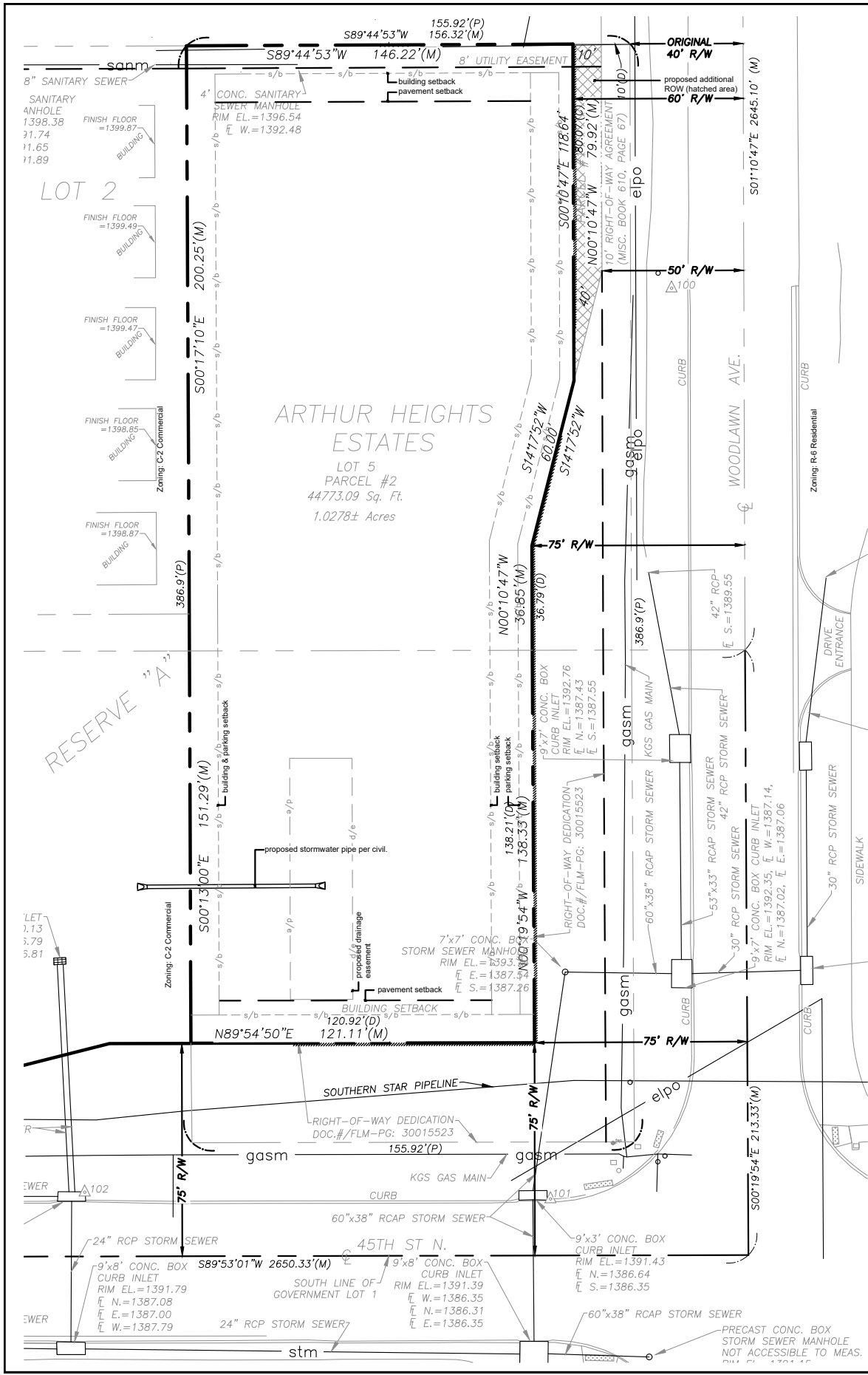
The landscape and screening relief being requested meets the spirit of the code to provide required screening on the perimeter of the property on the north side.

Setback relief will provide appropriate traffic flow on the site and access to the property from Woodlawn and 45<sup>th</sup>.

**Recommendations of Professional Planning Staff**

Staff recommends **APPROVAL** of the application pending the outcome of City Council review and public hearing with the following condition:

1. The final drainage plan for the site be approved by the City Engineer.



# NWC 45th & Woodlawn

Bel Aire, Kansas

Modification to PUD # Ordinance 714

### LEGAL DESCRIPTION

Lot 5 Block 1, Arthur Heights,  
Bel Aire, Sedgwick County, Kansas

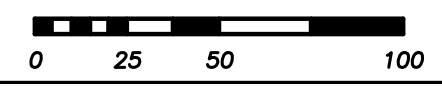
### PROJECT DESCRIPTION

This planned unit development (PUD) is intended to allow for the use and development of 1.05 acres shown hereon as Lot 5 to C-1 zoning standards within the City of Bel Aire, with the additional uses allowed by right: Gas Station and/or Convenience Store. It is recognized that the project location is in a C-1 district as defined by the City of Bel Aire City Code and this PUD is intended to address development standards that will allow development and benefit the surrounding community.

### GENERAL NOTES

- THE PUD AREA TOTALS APPROXIMATELY 45,682.67 square feet / 1.05± acres.
- PERMITTED USES:
  - The site shall be developed in general conformance with the City of Bel Aire standards for Neighborhood commercial, office and retail C-1 developments (including setbacks, height, landscaping requirements, etc.). Except that, Lot 5 shall be allowed to be developed as a gas station/convenience store and all other development standards shall be in accordance with C-1 or previous restrictions outlined in Ordinance 714.
- SITE LIGHTING: All site lighting shall be directed downward and shielded from adjacent residential areas and conform to the City of Bel Aire Codes as applicable.
- SIGNS, SCREENING, LANDSCAPING, SETBACKS AND PARKING: Requirements shall be pursuant to the City of Bel Aire City Codes as applicable. Required off-street parking includes gas pump canopy spaces.
- DRAINAGE:
  - Lot 5 development shall account for drainage in such a manner as to provide a cohesive drainage plan that works with the established drainage patterns for the overall Arthur Heights subdivision as well as the Arthur Heights Estates subdivision. Lot 5 is responsible for handling any drainage over and above what was accounted for within the approved drainage plan for the Arthur Heights Estates in a manner consistent with City standards and approved by the City Engineer.
  - The process of preparing a collective drainage plan or independent drainage plans for Lot 5, Arthur Heights, including the preparation of all drawings, all meetings and communications with the City of Bel Aire and all engineering association therewith are referred to herein, collectively, as the "Drainage Authorization Process."
  - Lot 5, Arthur Heights agrees to cooperate with the Drainage Authorization Process, which shall be performed at the sole cost and expense of the ownership of Lot 5, Arthur Heights. The Drainage Authorization Process and the specific drainage plans and related documents (collectively, the "Drainage Documents") for Lot 5, Arthur Heights must be approved by the City of Bel Aire.
  - Current owners and future owners of the property of Lot 5, Arthur Heights agree to maintain the drainage system for and on the property as provided in this agreement.
  - Owners are responsible for all maintenance obligations and for meeting all standards and criteria imposed in this agreement. The City of Bel Aire has no obligation to maintain the drainage system, but does have the right to inspect the drainage system as provided in this agreement.
  - Existing contours and established drainage patterns may not be modified without prior City approval.
- Uses not permitted by the C-1 District or by this PUD shall require an amendment to this PUD.
- Any major changes in this planned unit development shall be submitted to the Planning Commission and to the Governing Body for their consideration.
- Minor changes (up to 15%) to the planned unit development and/or bulk restrictions may be approved by the Zoning Administrator.
- The transfer of the title on all or any portion of the property included in the PUD does not constitute a termination of the PUD or any portion thereof. The PUD shall run with the property and be binding upon the current owners, their successors, and assigns and their lessees unless amended.
- Amendments, adjustments or interpretations to the PUD shall be done in accordance with the City of Bel Aire, Kansas Zoning Code.
- Development of this property shall proceed as approved by City of Bel Aire, Kansas Planning Commission and approved by the Governing Body. Any substantial deviation of the plan, as determined by the Zoning Administrator shall constitute a violation of the building permit authorizing construction of the proposed development. Any major changes within this PUD shall be submitted to the Planning Commission and the Governing Body for their consideration. Amendments, adjustments or interpretations of the PUD shall be made in accordance with City of Bel Aire, Kansas Zoning Code.
- This PUD shall be recorded with the Sedgwick County Register of Deeds office upon approval of PUD.
- EXTERIOR BUILDING FINISHES: Must contain design and material quality as well as contain harmony and be compatible with the architectural style and principles of the overall character of the neighborhood.

1" = 50'-0"

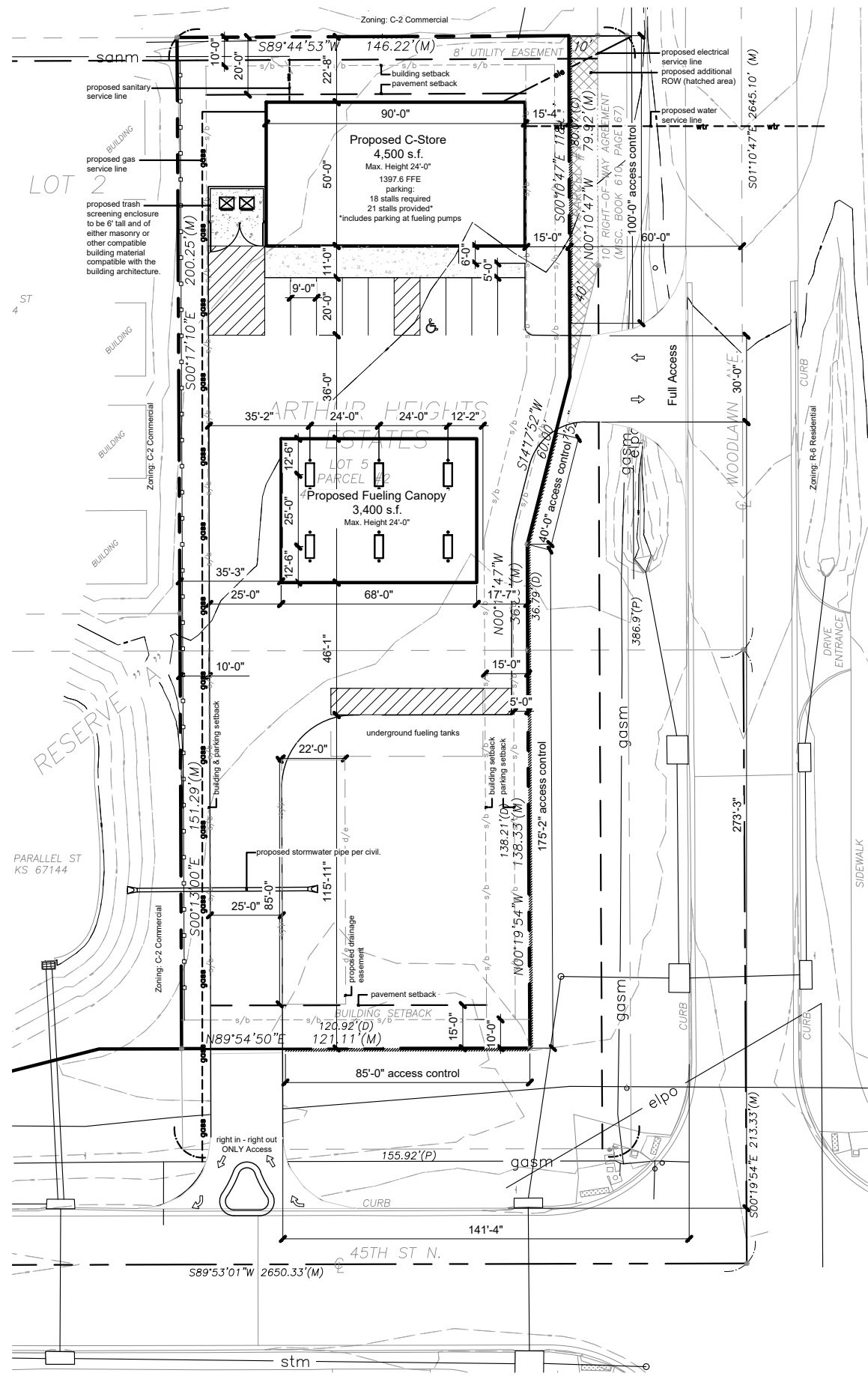


**OWNER**  
Dev Properties, LLC  
1931 N. Timberwood St.  
Wichita, KS 67206

**APPLICANT / AGENT**  
Davidson Architecture & Eng.  
4301 Indian Creek Parkway  
Overland Park, KS 66207  
p. 913.451.9390

**PREPARED BY**  
Davidson Architecture & Eng.  
4301 Indian Creek Parkway  
Overland Park, KS 66207  
p. 913.451.9390

**BHC**  
165 S. Rock Island Ave.  
Wichita, KS 67202  
p. 316.265.0005



# NWC 45th & Woodlawn

Bel Aire, Kansas  
Modification to PUD # Ordinance 714

**LEGAL DESCRIPTION**

Lot 5 Block 1, Arthur Heights,  
Bel Aire, Sedgwick County, Kansas

**PROJECT DESCRIPTION**

This planned unit development (PUD) is intended to allow for the use and development of 1.05 acres shown hereon as Lot 5 to C-1 zoning standards within the City of Bel Aire, with the additional uses allowed by right: Gas Station and/or Convenience Store. It is recognized that the project location is in a C-1 district as defined by the City of Bel Aire City Code and this PUD is intended to address development standards that will allow development and benefit the surrounding community.

**GENERAL NOTES**

- Proposed Utility connections are provided. Utility location deviations can be submitted, reviewed and modified by the Zoning Administrator at time of Building Permit Submittal.
- Water main location was not provided by City of Bel Aire. Water service connections shall be reviewed and approved by the Zoning Administrator at time of Building Permit Submittal.
- Setbacks:

North:

- Building:
  - C-1 standard: 10' from property line
  - Proposed: 10' from property line
- Pavement:
  - C-1 standard: 20' from property line
  - Proposed: 20' from property line

East:

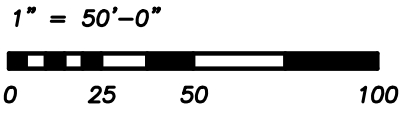
- Building:
  - C-1 standard: 40' from street right-of-way
  - Proposed: 15' from street right-of-way. Reduced setback proposed to keep site developable.
- Pavement:
  - C-1 standard: 15' from street right-of-way.
  - Proposed: 5' from property line. Reduced setback proposed to allow for additional pavement for site circulation.

South:

- Building:
  - C-1 standard: 40' from street right-of-way
  - Proposed: 10' from street right-of-way. Reduced setback proposed to keep the site developable.
- Pavement:
  - C-1 standard: 15' from street right-of-way.
  - Proposed: 15' from property line.

West:

- Building:
  - C-1 standard: 10' from property line.
  - Proposed: 10' from property line.
- Pavement:
  - C-1 standard: 20' from property line
  - Proposed: 10' from property line. Reduced setback to align with building setback and keep site developable.



**OWNER**  
Dev Properties, LLC  
1931 N. Timberwood St.  
Wichita, KS 67206

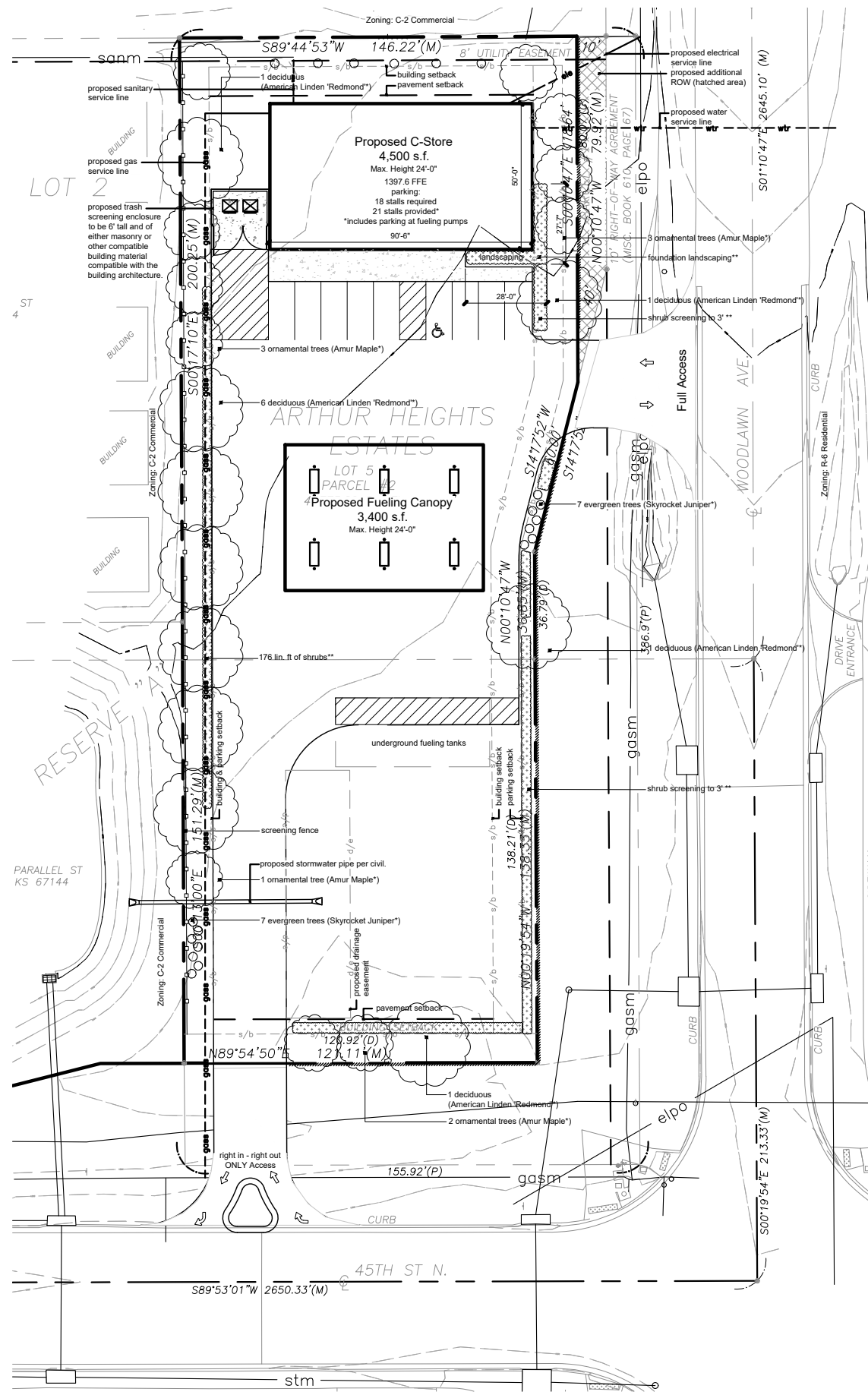
**APPLICANT / AGENT**  
Davidson Architecture & Eng.  
4301 Indian Creek Parkway  
Overland Park, KS 66207  
p. 913.451.9390

**PREPARED BY**  
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BHC  
165 S. Rock Island Ave.  
Wichita, KS 67202  
p. 316.265.0005

# NWC 45th & Woodlawn

## Bel Aire, Kansas Modification to PUD # Ordinance 714



### SITE TABULATIONS

Total Building Floor Area = 4,500 SF  
 Total Fueling Canopy Area = 3,400 SF  
 Lot Coverage = 7,900 sq. ft. / 44,773 sq. ft. = 18%  
 Site Area = 44,773 sq. ft. / 1.03 acres ±  
 Impervious Area = 20,627 sq. ft. ± + 7,900 sq. ft. = 28,527 sq. ft.  
 Green Space = 16,246 sq. ft. / 44,773 sq. ft. = 36%  
 Open Area = 8,043 sq. ft. / 44,773 sq. ft. = 18%

### LANDSCAPING REQUIREMENTS

**Street Frontage - East**  
 15'-0" Landscape Strip Provided  
 265 l.f. / 30'-0" = 9 Shade Trees or Evergreens Provided  
 1 Ornamental/3 Shade Trees = 3 Ornamental Trees Provided  
 100% of street frontage screened to a height of 3'.

**Street Frontage - South**  
 15'-0" Landscape Strip Provided  
 121 l.f. / 50'-0" = 3 Trees Provided  
 100% of vehicle use and parking areas to be screened to a height of 3'.

**Perimeter - West**  
 10'-0" Landscape Strip Provided  
 351 l.f. / 25'-0" = 14 Deciduous/Evergreen Trees Provided  
 14 Deciduous/Evergreen Trees/3 = 5 Ornamental Trees Provided 176 l.f. / 351 l.f. = 50% Shrubs

**Perimeter - North**  
 10'-0" Landscape Strip Provided  
 No parking or vehicular use on this side of property.  
 Utility corridor between buildings. No Trees Provided.  
 1 shade tree 146'/25' = 6 + 1 ornamental for every 3 shade trees.  
 Current plan shows evergreens along the north side due to all of the utilities that are in the area. Larger tree roots could interrupt utilities.

**Parking & Loading Area**  
 21 Parking stalls provided = 1 Planting Area w/ 1 Shade Tree

**Building Facade Landscaping**  
 140'-6" l.f. x 25% = 35'-2" required, 55'-7" provided.

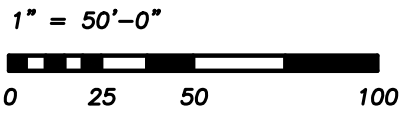
### GENERAL LANDSCAPE NOTES

- Landscape plan shall be provided to the City of Bel Aire for final approval with building permit submittal and follow the requirements set forth on this landscape plan approved as part of the PUD.
- Landscaping shall be coordinated with the location of utilities, driveways and traffic clearance zones.
- The contractor doing excavation on public right-of-way shall give 48 hours advance notice to and obtain information from utility companies.

### GENERAL LANDSCAPE NOTES - CONTINUED

- Prior to commencement of work, the contractor shall notify all those companies which have facilities in the near vicinity of the construction to be performed.
- Contractor shall verify location of and protect all utilities and structures. Damage to utilities and structures shall be repaired by the contractor to the satisfaction of the owner at no additional expense.
- Existing underground, overhead, utilities and drainage structures have been plotted from available information and therefore, their locations must be considered approximate only. It is the responsibility of the individual contractors to notify the utility companies to locate their utilities before actual construction.
- Site to be irrigated, bubbler irrigation shall be utilized in areas close to pedestrian walk areas.
- All landscape materials shall be installed in accordance with the current planting procedures established by the most recent addition of the American Standard for Nursery Stock, and the City of Bel Aire requirements.
- Stake and guy all trees per planting details.
- Install all shrubs and groundcover per planting details.
- Elevation of top of mulch shall be 1/2" below any adjacent pavement/turf areas.
- Root stimulator shall be applied to the soil backfill of each plant during installation.
- Contractor shall verify all landscape material quantities and shall report any discrepancies immediately to the Landscape Designer.
- Contractor shall guarantee all plant material for a period of one (1) year from date of initial acceptance. Contractor is responsible for maintaining plant material until acceptance is received. Maintenance shall include watering, maintaining plants in vertical position and shrub bed weed control.
- No plant material shall be substituted without written approval of the Landscape Designer and prior written approval from the City of Bel Aire.
- Trees and seasonal color areas shall be mulched with three (3) inches minimum shredded hardwood mulch. Planting beds as delineated shall be separated from pavement/turf areas with metal edging and mulched with three (3) inches minimum shredded hardwood mulch over weed barrier fabric, except where otherwise specified.
- All shrubs used as parking buffer to be min. 18" tall at planting. Installed plants shall not encroach upon cars parked, when at full growth.
- All trees with above a 2" caliper shall be double staked, while smaller trees shall be single staked.
- Roof and Ground mechanical and electrical equipment shall be wholly screened from public view.
- Maximum slope shall be not greater than 3 : 1.
- Minimum planting requirements shall be as follows:
  - Deciduous shade trees – two and one-half (2 1/2) to three (3) inch caliper as measured twelve (12) inches above ground.
  - Coniferous/evergreen trees – six (6) to eight (8) feet in height.
  - Ornamental trees – one (1) to one and one-half (1 1/2) inch caliper as measured twelve (12) inches above ground. Multi-trunk clusters (three [3] or more trunks) the smallest trunk shall be three-quarter (3/4) inch.
  - Deciduous and Coniferous/Evergreen Shrubs – Three (3) to five (5) gallon container depending upon species and spacing. Spacing from three (3) to five (5) feet apart depending upon species.
- Seeding or sodding shall be provided for total coverage within the first growing season.
- Detention/retention basins and ponds shall be landscaped with seed/sod and maintained in accordance with City codes.
- Indigenous and drought resistant plant materials should be used wherever possible.

\* Landscape Species substitution can be submitted, reviewed and modified by the Zoning Administrator, prior to installation.  
 \*\* Final shrub screening and foundation landscaping shall be provided to the City of Bel Aire for final approval with building permit submittal and follow the requirements of 18.10.10 of the City Code.



**OWNER**  
 Dev Properties, LLC  
 1931 N. Timberwood St.  
 Wichita, KS 67206

**APPLICANT / AGENT**  
 Davidson Architecture & Eng.  
 4301 Indian Creek Parkway  
 Overland Park, KS 66207  
 p. 913.451.9390

**PREPARED BY**  
 Davidson Architecture & Eng.  
 4301 Indian Creek Parkway  
 Overland Park, KS 66207  
 p. 913.451.9390

**BHC**  
 165 S. Rock Island Ave.  
 Wichita, KS 67202  
 p. 316.265.0005

# NWC 45th & Woodlawn

Section XI, Item C.

Bel Aire, Kansas

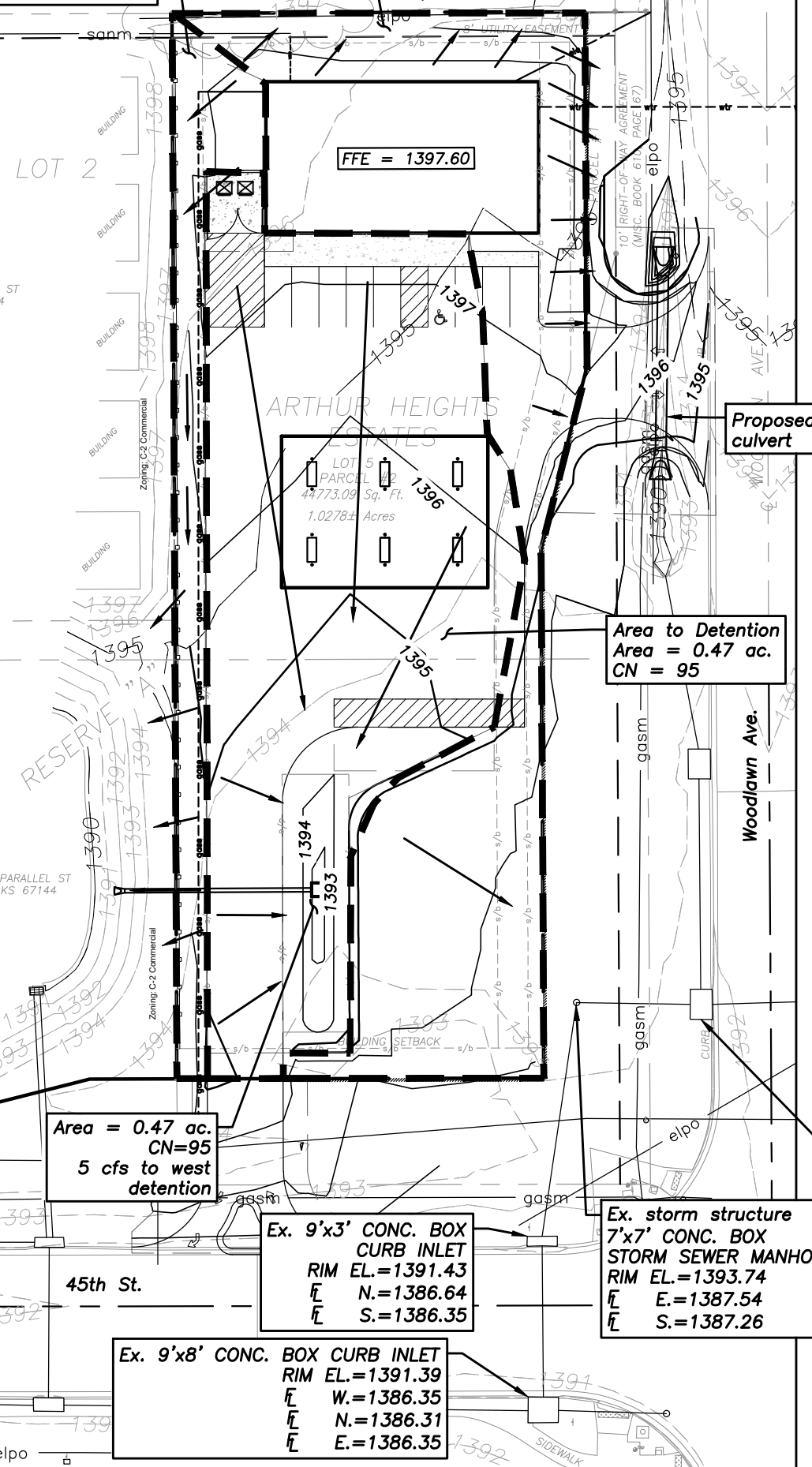
Modification to PUD # Ordinance 714



OWNER: TRULY BLESSED 1542 GRAYSTONE  
 Area = 0.1 ac. CN=90  
 1 cfs to west detention

Undetained Area Area = 0.59 ac. CN = 90

Approx. 0.08 ac. off-site drainage from north will be routed via overland swale from west to east along northern property boundary and continue to drain to public storm infrastructure within Woodlawn ROW.



**Notes**

- Onsite soils are Rosehill Silty Clay (HSG D).
- Detention pond shall only provide detention for this parcel
- Pond berm top elevation = 1395, Pond Bottom = 1390

**Local Benchmarks:** BM-#

BM-1: (Square cut SW corner pad)  
 Elevation: 1393.886'  
 N: 399850.3409  
 E: 17568573.4245

**Drainage Legend**

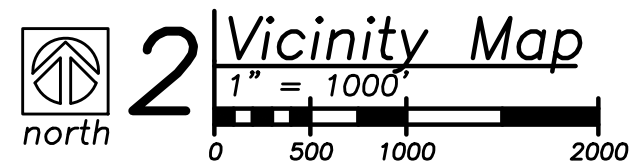
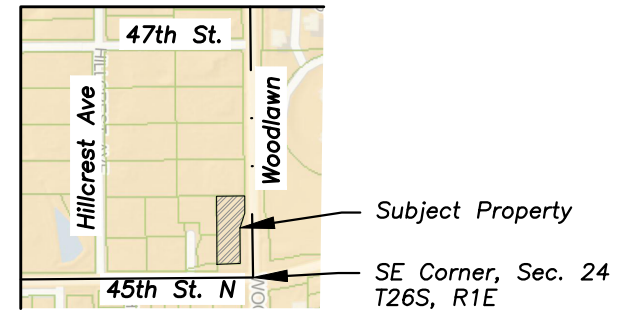
--- drainage area

**Property Legend**

— right of way  
 — property lines  
 - - - d/e - - - easements  
 - - - s/b - - - setbacks

**Grading Legend**

--- existing minor contour  
 --- existing major contour  
 --- proposed minor contour  
 --- proposed major contour



Design storm	Peak discharge Rates (cfs)				
	Existing	Allowable to West Detention	Post Development to West Detention	Post Development Undetained	Existing vs. Post Developed Undetained
2-year	2.01	6.00	2.43	1.58	-0.43
10-year	3.66	6.00	3.71	2.55	-1.11
25-year	4.73	6.00	4.55	3.19	-1.54
100-year	6.56	6.00	5.97	4.27	-2.29

Area = 0.47 ac. CN=95  
 5 cfs to west detention

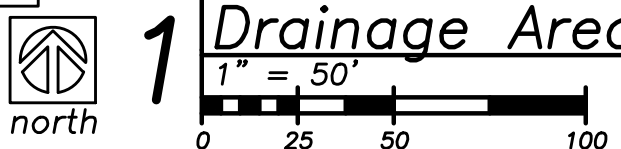
Ex. 9'x3' CONC. BOX CURB INLET  
 RIM EL.=1391.43  
 N.=1386.64  
 S.=1386.35

Ex. storm structure 7'x7' CONC. BOX STORM SEWER MANHOLE  
 RIM EL.=1393.74  
 E.=1387.54  
 S.=1387.26

Ex. 9'x7' CONC. BOX CURB INLET  
 RIM EL.=1392.35,  
 W.=1387.14,  
 N.=1387.02,  
 E.=1387.06

Ex. 9'x8' CONC. BOX CURB INLET  
 RIM EL.=1391.39  
 W.=1386.35  
 N.=1386.31  
 E.=1386.35

**1 Drainage Area Map**



PREPARED BY  
 Davidson Architecture & Eng.  
 4301 Indian Creek Parkway  
 Overland Park, KS 66207  
 p. 913.451.9390

BHC  
 165 S. Rock Ave.  
 Wichita, KS 67202  
 p. 316.265.1133

City of Bel Aire

STAFF REPORT

DATE: 04/06/2026

TO: Bel Aire Planning Commission
FROM: Paula Downs
RE: PUD-26-02- Preliminary PUD Plat

Table with 2 columns: FOR MEETING OF, 4/09/2026. Rows include CITY COUNCIL and INFORMATION ONLY.

SUMMARY:

PUD-26-02: Proposed Planned Unit Development (PUD) Preliminary Plat for zoning relief for Sunflower Commerce Park 4th Addition.

Legal Description: Lot 5, Block 1, Arthur Heights Addition

General Location: NW corner of Woodlawn Blvd. and 45th St.

Reasons for Request: Amendment to existing PUD to allow Lot 5 of Arthur Heights Estates to be developed for a gas station/convenience store use.

Notification: The city placed notification on the City of Bel Aire website as required by the city code on March 19, 2026.

Background:

August 11, 2016- Planning Commission Meeting

Case was filed to change zoning of property from C-1 to C-2 PUD to allow for storage facility development.

- 1. Planning Commission recommended conditions related to: signage; roadways, parking, drives and access; lighting; landscaping and screening; reserve maintenance; storage facility hours of operation; paint colors for structures; residential use; removal of existing structures; fencing; limitation of use of storage units; water line; and drainage. Each section established language for the PUD property areas.
2. Planning Commission approved the zoning case.

**September 6, 2016- City Council Meeting**

1. Ordinance 600 which changed the zoning classification from C-1 to C-2 Planned Unit Development and all conditions. Ordinance also removed the right to occupy existing buildings on the site.
2. City Council approved Ordinance 600.
3. Ordinance 600 and site plan that was approved with the current PUD locked the lots 4, 5, 6 and part of lot 7 of Arthur Heights into a single plan to build storage units. The pursuit of the project was dropped shortly after the final ordinance was completed.

**December 13, 2018, Planning Commission Meeting**

1. PUD-18-01- Proposed Zoning revision overlay, approximately 5.26 acres on the C-2 zoned district, with an existing PUD development.
  - a. Conceptual site plan for Lot 4 was submitted with the intent to amend Ordinance 600.
  - b. PUD amendment was to clarify Ordinance 600 related to how to use existing buildings on the site.
  - c. PUD required additional provisions to allow businesses with similar low impact to the residential neighborhood related to noise, smells, traffic and light pollution. Storage and warehouse and a proposed office business fits within the C-2 and C-1 zoning district.
  - d. PUD requires exact changes related to the current project and the future development of lots 5, 6, and part of Lot 7 to be contained in within a revised ordinance.
  - e. Planning Commission approved PUD-18-01

**February 12, 2019- Planning Commission Meeting**

Case was a continuation from the December 13, 2018, meeting. City staff met with all interested parties to review the submittals from the December 13, 2018, and discuss key issues such as overall PUD and the site plan for lot 4. Submittals were reviewed and city asked for additional changes. The final packet was received to reflect all revisions. Staff recommended approval of the overall PUD and general site plan to allow C-1 and R-5 with C-1 setback and development requirements. Staff recommended approval of the proposed uses and general site plan and future uses for lot 4 as presented.

**March 19, 2019- City Council Meeting**

- 1. PUD-18-01
  - a. Ordinance set out specific conditions including: site lighting; design elements for self-storage units; hours of operation; drainage/screening plan requirements; requirements for existing structures on Lot 4; C-1 and R-5 uses by right; billboard removal on 45<sup>th</sup> street; drainage patterns not modified without city approval; major changes submitted to Planning Commission; minor changes (up to 15%) approved by zoning administrator; and north half of lot 7 shall be tied to Lot 6.
  - b. City Council approved Ordinance 642

**March 9, 2023- Planning Commission Meeting**

- 1. PUD-23-01- Preliminary Plat- Proposed partial replating and document changes within the current PUD to allow single family, duplex, and commercial storage. Staff recommended approving the concept plan and preliminary plat with changes needed for drainage and for basic construction constrains based on final submittals.
- 2. Development reduced the density to thirteen units and incorporated storage units next to the neighboring lots instead of residential units. Parking will allow three parking stalls for each unit. Clarified that there would be six duplex units and one single-family home and garage on the site. In addition, there would be storage units. All drainage will go to a retention pond on the lot. Land was split into two tracks to allow for a road off of 45<sup>th</sup> street.
- 3. Planning Commission approved the preliminary plat.

**April 13, 2023- Planning Commission Meeting**

- 1. PUD-23-01- Final Plat.
- 2. Planning Commission approved final plat as presented.

**February 6, 2024- City Council Meeting**

- 1. PUD-23-01- Ordinance, Final Plat & Development Agreement.
- 2. Ordinance 714- Authorizing a Planned Unit Development containing C-2 and R-5 uses on certain property and revoking, repealing and superseding ordinance 642.  
  
Condition language included; site lighting; self-storage design elements; location of storage units in PUD; hours of operation for storage units; drainage and screening requirements; existing structure uses on Lot 4; allowed C-1 and R-5 uses by right; major changes submitted to Planning Commission; and minor changes (up to 15%) approved by Zoning Administrator.
- 3. Governing Body approved Ordinance 714.
- 4. Governing Body approved Development Agreement.

**Current Discussion:**

PUD-26-02- PUD Preliminary Plat sets out the following requests for Lot 5 of the Arthur Heights Addition:

- 1. Setbacks
  - a. Zoning Code Requirement:
    - i. East side of building: 40’ from street right-of-way
    - ii. South side of building: 40’ from street right-of-way
    - iii. West side of building-pavement: 20’ from property line
  - b. PUD-26-02:
    - i. East side of building: 15’ from street right-of-way. Reduced setback proposed to align with the pavement setback and keep site developable.
    - ii. South side of building: 10’ from street right-of-way. Reduced setback proposed to keep the site developable.
    - iii. West side of building- pavement: 10’ from property line. Reduced setback to align with building setback and keep site developable.
- 2. Landscaping and Screening- Perimeter North
  - a. Zoning Code Requirement: 1 shade tree + 1 ornamental tree for every 3 shade trees.
  - b. PUD-26-02: Evergreens along the north side due to utilities in the area. Larger tree roots could interrupt utilities.

**Findings of Fact:**

**1. Character of Neighborhood:**

The intersection of Woodlawn and 45<sup>th</sup> are zoned C-1 Neighborhood Commercial Office and Retail and C-2 Planned Unit Commercial Office and Retail District. On the northeast corner of Woodlawn & 45<sup>th</sup> is the Catholic Care Facility. South across 45<sup>th</sup> street is C-1 on the corner and to the west R-4 residential. The abutting properties to the West and North are C-2 Planned Unit Commercial Office and Retail District. The abutting property to the West also includes R-5 – Garden and patio homes, townhouse and condominiums.

The neighborhood has various zoning district types. Lot 5 is located on Woodlawn and 45<sup>th</sup> which is in line with commercial development zoning for the intersection.

**2. Zoning and uses of properties nearby:**

- North:** C-2 Planned Unit Commercial Office and Retail District
- East:** R-6 Multi-Family District (Catholic Care Facility)
- South:** Southwest corner of 45<sup>th</sup> and Woodlawn- C-1 Neighborhood Commercial Office and Retail District and R-4 Single-Family Residential District
- West:** C-2 Planned Unit Commercial Office and Retail District and R-5 Garden and patio homes, townhouses and condominiums.

**3. Suitability of the subject property for the uses to which it has been restricted**

The property is currently zoned C-2 Planned Unit Commercial Office and Retail District. Land use and current zoning district in affect for the property is suitable for the PUD request.

**4. Extent to which removal of the restrictions will detrimentally affect nearby property:**

The requested PUD use for gas station/convenience store and the zoning regulations relief is not expected to detrimentally affect nearby property.

**5. Length of time the subject property has remained vacant as zoned:**

The property was platted in March 1953 and has remained vacant since 2016 when the property was zoned C-2 through Ordinance 600

**6. Relative gain to the public health, safety, and welfare as compared to the loss in value or the hardship imposed upon the applicant:**

The PUD use and zoning regulations relief does not pose a threat to adjacent properties.

Disapproval of the case will create a hardship for the applicant's development of the PUD area.

**7. Conformance of the requested change to the city's comprehensive plan:**

The request is not in conflict with the comprehensive plan.

The future land use map identifies this area as a City Neighborhood place type that consists of a variety of uses including open space, neighborhood/community gardens, single-family and multi-family residential, mixed use, neighborhood and small-scale commercial, education, religious/community/civic facilities, pocket/neighborhood parks and public safety uses.

Appropriate zoning districts within the place type include Single-Family Residential (R-4), Garden and patio Homes, Townhouses, and Condominiums (R-5), Single Family/Zero Lot Line Residential (R-5b), Multi-Family District (R-6), Manufactured Home Park (MHP), Planned Unit Development Residential (R-PUD) and Neighborhood Commercial, Office and Retail (C-1).

The City Neighborhood is characterized by a diverse range of residential housing types and supportive commercial uses. The property falls within that described place type.

**8. Impact of the proposed development on community facilities:**

The subject property will have no negative impact on community facilities, public infrastructure or utilities.

There is not expected to be any additional or substantial impacts to community facilities by approving the PUD.

**9. Opposition or support of neighborhood residents (one factor to be considered and by itself is not sufficient reason to approve or deny a request):**

As of this writing, staff has not received any phone calls or written communication on this case.

The Planning Commission will need to consider any testimony provided during the public hearing.

**10. Recommendations of Professional Planning Staff**

Key findings of fact elements: 1, 2, 3, 5, 7, and 8.

Staff recommends **APPROVAL** of the application pending the outcome of Planning Commission review and public hearing with the following condition:

1. The final drainage plan for the site by approved by the City Engineer.



AFFIDAVIT OF PUBLICATION

State of Kansas, Sedgwick County, ss:

Melissa Krehbiel, City Clerk

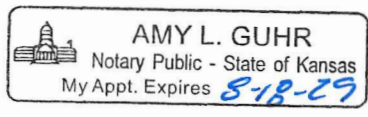
Being first duly sworn, deposes and says:

That I, Melissa Krehbiel, City Clerk of the City of Bel Aire, Kansas, have published the attached notice on the City of Bel Aire website, [www.belairesks.gov](http://www.belairesks.gov), which website is designated as the official City newspaper for the City of Bel Aire, Kansas by Charter Ordinance No. 25, effective August 6, 2024.

That the attached Official Notice of Zoning Hearing (PUO-26-02) is a true copy thereof and was published on such website beginning on the 19th day of March, 2026.

Melissa Krehbiel  
Signature

SUBSCRIBED AND SWORN to before me this 19th day of March, 2026.



Amy L. Guhr  
Notary Public

(seal)

**City of Bel Aire**  
Melissa Krehbiel – City Clerk  
7651 East Central Park Avenue  
Bel Aire, Kansas 67226  
316-744-2451  
[www.belairesks.gov](http://www.belairesks.gov)

(Notification Posted on the City of Bel Aire Website, the designated official City newspaper for the City of Bel Aire on March 19, 2026)

**OFFICIAL NOTICE OF ZONING HEARING**

**TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:**  
Notice is Hereby Given that on April 9, 2026, the City of Bel Aire Planning Commission will consider the following Zoning process in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

**PUD-26-02.** Proposed Planned Unit Development Preliminary Plat for gas station / convenience store use.

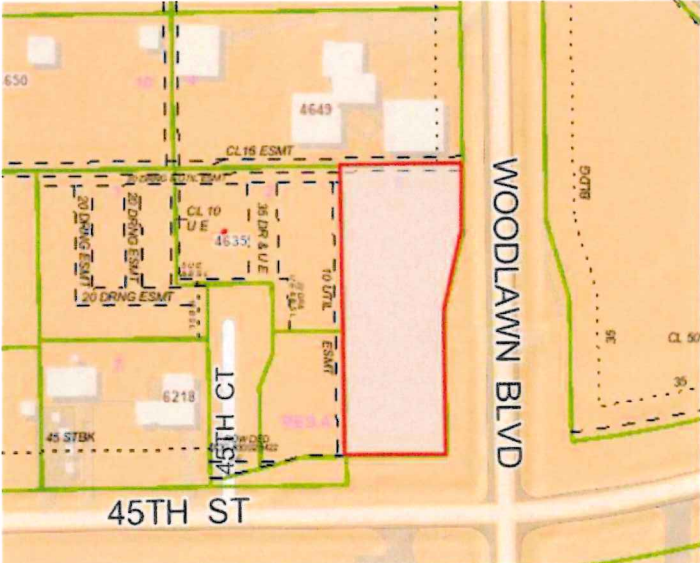
**Legal Description:** Lot 5 - Arthur Heights Addition, Bel Aire, Sedgwick County, Kansas.

**General Location:** Northwest corner of 45<sup>th</sup> St. and Woodlawn

You may appear at this time either in person or by agent or attorney, if you so desire, and be heard on the matter. After hearing the views and wishes of all the persons interested in the case, the Planning Commission may close the hearing and consider a recommendation to the Governing Body, which, if approved under the City Zoning and Sub- Division regulations, would be effectuated by city code. The public hearing may be recessed and continued from time to time without notice.

**DATED** this 19 day of March 2026.

/s/ Paula L. Downs  
Bel Aire Planning Commission Secretary





7651 E. Central Park  
Bel Aire, KS 67226  
Phone: 316-744-2451  
[www.belaireks.gov](http://www.belaireks.gov)

APPLICATION FOR:  
**PLANNED UNIT  
DEVELOPMENT (PUD)**

This form MUST be completed in accordance with directions on the accompanying instructions and filed with the Zoning Administrator at Bel Aire City Hall, 7651 E. Central Park Ave., Bel Aire, Kansas 67226.

**AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.**

Date: Feb. 05, 2026

Fee: \$350/\$10 per lot

**Owner(s) of the Property Requesting the PUD:**

Name: Dev Properties LLC

Address 1931 N Timberwood St, Wichita, KS 67206

Telephone \_\_\_\_\_ Email rupankanti@yahoo.com

Primary Contact? Yes \_\_\_\_\_ No X (Please Check)

**Agent Representing the Applicant (if applicable):**

Name: Heather Hitchcock - Davidson Architecture + Engineering

Address 4301 Indian Creek Parkway, Overland Park, KS 66207

Telephone 913-451-9390 Email heather@davidsonae.com

Primary Contact? Yes X No \_\_\_\_\_ (Please Check)

**Owner(s) of the Property Requesting the PUD:**

Name: Matthew Tucker, BHC, Inc.

Address 165 S Rock Island, Suite 150 Wichita, KS 67202

Telephone 816-898-6664 Email matthew.tucker@ibhc.com

Primary Contact? Yes \_\_\_\_\_ No X (Please Check)

**Agent Representing the Applicant (if applicable):**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact? Yes \_\_\_\_\_ No \_\_\_\_\_ (Please Check)

**Owner(s) of the Property Requesting the PUD:**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact? Yes \_\_\_\_\_ No \_\_\_\_\_ (Please Check)

**Agent Representing the Applicant (if applicable):**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact? Yes \_\_\_\_\_ No \_\_\_\_\_ (Please Check)

Additional property owners including name, address, telephone, and email shall be provided as an attachment to the application. The attachment should provide the agent representing each property owner (if applicable) including their name, address, telephone and email. In addition, provide the above certification language and signature lines for the additional property owners.

**REQUEST INFORMATION:**

Establishing a PUD

Amending to PUD Amendment to existing PUD approved by Ordinance 714 & Ordinance 642

1. Requested PUD Details (Describe Request): Amendment to existing PUD to allow Lot 5 of Arthur Heights Estates to be developed for a gas station / convenience store use.

2. Zoning District of Property: C-2 - Planned Unit Development

3. Location:

a. Address (if assigned) or generally located at (relation to nearest streets):

NW corner of the intersection of Woodlawn Blvd and 45th St.

No address assigned, Lot 5, Arthur Heights Addition

b. Legal Description: Lot(s) 5, Block 1, Addition Arthur Heights

c. If Property is not platted, a metes and bounds description and location map shall be provided with this application.

d. The application area contains 1.05 acres.

4. **Written Statement:** A written statement in accordance with the attached instructions shall be included with this application.

5. **Site Plan & Additional Information:** A site plan, drawings, photographs, and additional documentation in accordance with the attached instructions shall be included with this application.

**CERTIFICATION**

The undersigned acknowledges and certifies the following:

1. They have been advised of the fee requirements established and that the appropriate fee is herewith tendered.
2. That the information given herein is correct.
3. This application is accompanied by a current ownership list certified by an abstractor for the notification area.
4. That all documents are attached hereto as noted in the instruction.
5. That the applicants acknowledges that the Governing Body shall have authority to impose such conditions as it deems necessary in order to serve the public interest and welfare.
6. That this application cannot be processed unless it is complete and accompanied by all required documents.

DocuSigned by:  
RUPAN  
882CC060841943A...  
Property Owner(s)

2/3/2026  
Date

Signed by:  
Heather Hitchcock  
D072DC1A5EE3448...  
Agent (if applicable)

2/4/2026  
Date

Property Owner(s)

Date

Agent (if applicable)

Date

Property Owner(s)

Date

Agent (if applicable)

Date

OFFICIAL USE ONLY

- Fee
- Certified Ownership List
- Written Statement
- Site Plan

This application has been checked and found to be complete and accompanied by the required documents and appropriate fee.

\_\_\_\_\_  
Zoning Administrator

\_\_\_\_\_  
Date

## PLANNED UNIT DEVELOPMENT APPLICATION INSTRUCTIONS

The site plan (drawing with necessary text) must contain the following elements:

1. **Sheet Size:** The site plan should be no larger than 11" x 17" and no smaller than 8 ½" x 11". Site plans for larger projects (greater than 6 acres), may be larger, with the approval of City Staff. All information must be submitted on electronic media compatible with the City's systems.
2. **Title:** A brief description of the PUD.
3. **Applicant Name:** Name of the applicant and the agent who prepared the drawing, if applicable.
4. **North Arrow:** Indicate the north direction with respect to the project, Lot, or structure.
5. **Scale:** The scale should be adequate to portray the project, Lot, or structure on the sheet size required. For example, a Lot that is 70 feet by 100 feet can adequately be portrayed at a scale of 1" = 20' (in inch equals 20 feet) on an 11" x 17" sheet of paper. The scale should not be smaller than 1" = 20' and 1" = 50' for larger properties; projects involving 100 acres will use 1"=100' and in excess of 100 acres use 1"=200' for the overall plan, but will utilize ballooned detail pages to expanded information as necessary.
6. **Dimensions:** In addition to adequate scale representation, all key features (lot, buildings, driveways, etc.) on the site plan shall have dimensions in feet noted for all sides.
7. **Legal Description:** Legal description of Lot(s) or parcels included in the PUD. This description can be in the form of Lots and Blocks.
8. **Existing Conditions:** Indicate all structures and features as they exist on the property. These should be drawn to scale, as described above, and shall include, but not be limited to:
  - All structures and buildings
  - Parking Spaces
  - Fences
  - Significant trees or stands of trees
  - Other landscaping
  - Floodplains
  - Water area or features
  - Significant topographical features
  - Utilities, above and below ground
  - Drainage patterns

9. All required zoning setbacks and easements: Using a dashed line, indicate all required zoning setbacks and utility, drainage, or other easements relative to the project, Lot(s), or structure.

10. All roads/streets adjacent to the property and access points off of those roads: Indicate all roads/streets, including the rights-of-way that surround or intersect the property, including alleys. Indicate all points of access (driveways) from the streets to the project, Lot (s), or structure. Indicate how each road/street is developed, e.g. paved, dirt, undeveloped.

11. Surrounding structures and uses if appropriate: Indicate surrounding uses and zoning as they apply to the request.

12. PUD content that would require the Planning Commission to review and recommend an outcome to the City Council- such as a new plat map or replat, zoning change, or vacation: Include all drawings and information for plats as if requesting each element separate, but within the PUD.

- Gross acreage of plat acres
- Total number of lots
- Predominant minimum lot width and area
- Access control

If these modifications or additions are extensive relating to zoning changes, vacations, or other special use, a second site drawing might be necessary to clarify the changes. These modifications or new features may include, but are not limited to:

- Buildings
- Structures
- Parking areas
- Vehicular drives
- Pedestrian walks
- Location and height of light fixtures
- Location of trash receptacles and loading areas
- Landscaped areas
- Screening

13. An application shall be accompanied by a current abstractor's certificate containing a legal description of the area in the application as well as the name and address of the owner, and shall include the names and mailing addresses (with zip codes) of all property owners within the prescribed distance measured from the perimeter of the application area.

14. An application for a PUD shall be accompanied by the appropriate filing fee, (\$200.00 plus engineering cost for each Preliminary and Final PUD) and is payable to the City of Bel Aire.

15. A Preliminary PUD must contain design and material quality as well as contain harmony and be compatible with the architectural style and principles of the overall character of the neighborhood.

16. Chapter 19.5.5- Preliminary PUD Plat is required for all C-2 Commercial Districts, M-1 Manufacturing and Industrial Districts or any combination thereof.

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(Published at [www.belaireks.gov](http://www.belaireks.gov) on May, \_\_\_\_\_, 2026.)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE RECOMMENDATION OF THE BEL AIRE PLANNING COMMISSION AMENDING THE ARTHUR HEIGHTS ESTATES PLANNED UNIT DEVELOPMENT PROVISIONS OF CERTAIN LANDS LOCATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF BEL AIRE, KANSAS UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY.**

WHEREAS, the Governing Body of the City of Bel Aire, Kansas (the “City”) has received a recommendation from the Bel Aire Planning Commission for Case No. PUD-26-02; and

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held for Case No. PUD-26-02 on April 9, 2026, all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

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

SECTION 1. The Governing Body adopts the recommendation of the Bel Aire Planning Commission that approves PUD-26-02, an amendment to the Arthur Heights Estates Planned Unit Development (the “Arthur Heights Estates PUD”), to allow Lot 5 to be developed for a gas station/convenience store use. Relief from setbacks, landscaping, and screening regulations is established. The Zoning Regulations of the City of Bel Aire, Kansas are hereby amended to modify the General Provisions of the Arthur Heights Estates PUD as set forth herein.

Legal Description

Lot 5, Block 1, Arthur Heights Addition, Bel Aire, Sedgwick County, Kansas.

General Description

NW Corner of Woodlawn Blvd. and 45<sup>th</sup> Street, Bel Aire, Sedgwick County, Kansas

40 SECTION 2. Upon the taking effect of this Ordinance, the above zoning change shall be  
41 entered and shown on the Official Zoning Map as previously adopted by reference and said map  
42 is hereby incorporated as a part of the Zoning Regulations as amended.

43  
44 SECTION 3. This Ordinance shall take effect and be in force from and after its adoption  
45 by the Governing Body of the City, approval by the Mayor, and publication once in the official  
46 city newspaper.

47  
48 SECTION 4. The City Clerk will file this Ordinance with the Sedgwick County Register  
49 of Deeds.

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51 *[Remainder of this page intentionally left blank]*  
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71 ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 5<sup>th</sup> day of May, 2026.

72 SIGNED by the Mayor on this \_\_\_\_\_ day of May, 2026.

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CITY OF BEL AIRE, KANSAS

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\_\_\_\_\_  
Jim Benage, Mayor

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82 ATTEST:

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\_\_\_\_\_  
Melissa Krehbiel, City Clerk

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89 APPROVED AS TO FORM:

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\_\_\_\_\_  
Maria A. Schrock, City Attorney

94

DATE: May 5, 2026  
TO: Mayor and City Council  
FROM: City Attorney  
SUBJECT: Airport Hazard Preventative Zoning Requirements

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**Background:**

Airport hazards include structures or land uses that can interfere with aircraft operations, pose safety risks, or reduce the usability of airport facilities. K.S.A. 3-705 authorizes municipalities to adopt zoning regulations to prevent the creation of airport hazards. This ordinance is consistent with the City of Wichita Airport Hazard Zoning Ordinance and is intended to support the continued safe and efficient operation of Colonel James Jabara Airport.

**Analysis:**

This ordinance is intended to:

- Protect the health, safety, and welfare of residents and airport users;
- Preserve the utility and operational integrity of the airport;
- Prevent the development of obstructions or incompatible land uses within designated hazard areas;
- Promote safe and efficient use of navigable airspace.

Notice of the public hearing was published in accordance with state law. The Planning Commission reviewed the ordinance on 03/12/26 and voted to recommend approval to the governing body.

**Financial Considerations:**

Financial impact to the City is not anticipated at this time.

**Legal Considerations:**

A draft ordinance has been prepared and revised to incorporate comments from the Airport Zoning Commission and City staff.

**Recommended Action:**

Staff recommends approval of the proposed Airport Hazard Zoning Ordinance pursuant to K.S.A. 3-705.

**Attachments:**

Final Report from Airport Zoning Commission Public Hearing on 04/09/26

Draft ordinance

Draft ordinance, Exhibit A, Sedgwick County Airport Hazard Zoning Map

Draft Minutes from the Airport Zoning Commission Public Hearing on 04/09/26



DATE: April 9, 2026  
TO: Bel Aire Planning Commission  
FROM: City Attorney  
SUBJECT: Final Report Re: Airport Hazard Preventative Zoning Requirements

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**Background:** Obstructions to aircraft during landing or takeoff that exist in areas nearby airports can create hazards posing risks to lives and property. These hazards can impact current and future flight paths, maneuvering space, and overall airport operations. To address this problem, Kansas statute allows local governments to adopt and enforce airport zoning regulations which can prevent hazard development.

Wichita and Sedwick County have shared a joint Airport Hazard Zoning Code since 1995. Properties within the city limits of Bel Aire are not subject to this Code, as the Sedwick County jurisdiction only extends to unincorporated areas of the county. This situation presents a gap in airport safety coverage for Colonel James Jabara Airport (Jabara), as a portion of its footprint is adjacent to and located within the city limits of Bel Aire.

Jabara is a rapidly growing general aviation airport which is home base to approximately 150 jet and propeller-driven aircraft. It is also home for the National Center for Aviation Training and WSU Tech, which is currently building a \$30 million expansion. It is a significant economic driver located approximately a mile south of Sunflower Commerce Park. It is a valuable asset in the City’s total economic development opportunity package, yet requires no financial contributions from the City.

**Analysis:** The Federal Aviation Administration (FAA) issued a new Advisory Circular in September 2022 covering Airport Land Use Compatibility Planning intended to aid local jurisdictions developing airport land use compatibility plans. The Wichita Airport Authority (WAA) hired a consultant to review the Wichita-Sedgwick County Airport Hazard Zoning Code in light of this new FAA guidance and to propose necessary changes. After full review by the Metropolitan Area Planning Commission, both Wichita and Sedgwick County have repealed the old Code and adopted a comprehensive replacement Airport Hazard Zoning Code. This includes a new Airport Hazard Zoning Map covering all of Sedgwick County.

The ordinance proposed here incorporates the provisions of the 9-16-25 Wichita-Sedgwick County Airport Hazard Zoning Code which pertain to Jabara Airport, and therefore impact the nearby properties within the Bel Aire city limits. The provisions limit the height of structures, objects and natural vegetation, and other hazards to air navigation within areas nearby Jabara. This ordinance defines specific hazards, establishes boundaries and outlines procedures for modifying the restrictions for modifying the restrictions and boundaries of protection zones. It follows the land use compatibility guidance from the FAA, ensuring that there will be no conflict with air service and airport development at Jabara.

Any applicant proposing any structure, object or natural vegetation that exceeds the height limits specified in the Airport Hazard Zoning Map or proposing any tower or structure of any height that

transmits signals must use the FAA’s web-based Notice Criteria Tool before submitting the proposal to the City’s Director of Community Development.

On 12/11/25, the Planning Commission shared concerns regarding drainage, ponds/birds, and businesses/solar panels. The drainage ponds near Jabara Airport are established drainage infrastructure that have existed for many years. The drainage ponds do attract bird activity. The airport expressed no concerns regarding their presence or the associated bird activity.

As part of future development, some businesses may consider incorporating solar panels. To support ongoing coordination and compatibility with airport operations, the airport indicated a preference to be notified of any applicable permits, including those associated with solar panel installations.

On 02/12/26, the Planning Commission did not share any additional concerns or questions.

**Financial Considerations:** Adoption of this ordinance will not create any financial obligations for the City.

**Legal Considerations:** A draft ordinance has been prepared and updated with comments from the Airport Zoning Commission and City staff.

**Recommended Action:** Airport Zoning Commission approve the final report and submit to the City Council with the recommendation that airport zoning regulations be considered and adopted in an ordinance.

**Attachments:**

- Draft ordinance
- Sedgwick County Airport Hazard Zoning Map

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(Published at [www.belaireks.gov](http://www.belaireks.gov) on January, \_\_\_\_\_ 2026.)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF BEL AIRE, KANSAS PERTAINING TO AIRPORT HAZARD ZONING REGULATIONS; AUTHORIZING ZONING RESTRICTIONS WITHIN THE VICINITY OF COLONEL JAMES JABARA AIRPORT, PENALTIES, AND CREATING CHAPTER 18, ARTICLE 12, SECTIONS 18.12.04 THROUGH 18.12.23 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS.**

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

“The Code of the City of Bel Aire is hereby amended by adding Chapter 18, Article 12, Sections 18.12.04 through 18.12.23, which read as follows:

18.12.04 Title and Authority

This Bel Aire Airport Hazard Zoning Code shall regulate and restrict the height of structures, objects, natural vegetation growth, and other natural or constructed hazards to air navigation within the vicinity of Colonel James Jabara Airport. Creation of appropriate zones and surfaces, establishment of the boundaries thereof, and provision for changes in the restrictions and boundaries of such zones are set forth in this Code

The Wichita-Sedgwick County Airport Hazard Zoning Map as amended and as pertinent to the jurisdiction of the City of Bel Aire, along with all notations, references, elevations, data, zone boundaries, and other information thereon is hereby adopted and incorporated into and made part of this Code. It is intended that such restrictions will be coordinated with the restrictions existing under Chapter 18 of this Code, including the Airport Overlay District (A-O) contained therein. To that end, the requirements of this Article 20 shall supersede any conflicting permitted uses or exceptions found in Articles 6 or 7 of this Chapter 18.

18.12.05 Statement of Purpose and Findings

Colonel James Jabara Airport (Jabara) is acknowledged as a public facility that is essential to the City of Bel Aire’s economic development.

(A) The creation or establishment of an Airport Hazard is a public nuisance and poses a potential concern to the surrounding communities served by the Airport.

42 (B) The creation or establishment of a hazard that endangers public health, safety, or welfare;  
43 impacts an individual’s quality of life; or prevents the safe movement of aircraft at the Airport is  
44 prohibited.

45  
46 (C) For the protection of public health, safety, and general welfare, and for the promotion of  
47 the most appropriate use of land, it is necessary to prevent the creation or establishment of Airport  
48 Hazards.

49  
50 (D) The prevention of Airport Hazards shall be accomplished, to the extent legally possible, by  
51 proper exercise of the police power of the City of Bel Aire.

52  
53 (E) The prevention of new Airport Hazards and the elimination, removal, alteration, mitigation,  
54 or marking and lighting of existing Airport Hazards, are considered to be a public purpose for  
55 which the City of Bel Aire may raise and expend public funds.

56  
57 18.12.06 Applicability  
58 This Code encompasses the prescribed areas defined herein around the Airport, as shown on the  
59 Wichita-Sedgwick County Airport Hazard Zoning Map.

60  
61 18.12.07 Definitions  
62 For the purposes of this Code, words and terms defined in this Article shall be given the meanings  
63 set forth here. All other words shall be given their common, ordinary meanings, as the context may  
64 reasonably suggest.

65  
66 In case of a dispute over the meaning of a term not defined here or over the application of a  
67 definition set forth here, the City Community Development Director shall give a written  
68 interpretation.

69  
70 The intent of this Code is to capitalize or enclose in quotations the defined terms, but in those  
71 situations where this capitalization or punctuation is omitted, this does not override construing  
72 these terms in accord with their defined meanings.

73  
74 (A) “Aircraft” means a device that is used or intended to be used for flight in the air, including  
75 but not limited to: fixed-wing airplanes (single-engine, multi-engine, jet, turbine and/or piston),  
76 rotorcraft (including helicopters), gliders, drones, airships, balloons, powered parachutes, and  
77 seaplanes.

78  
79 (B) “Airport” means any area of land or water designed and set aside for the landing and taking-  
80 off of Aircraft. The term Airport includes Heliports set aside for the landing and taking-off of  
81 rotary wing Aircraft.

82 (C) “Airport Elevation” means the established Airport Elevation in feet above mean sea level,  
83 of the highest point on the landing area which is used or intended to be used for takeoff and landing  
84 operations.

85  
86 (D) “Airport Hazard” means regardless of Height, any natural or constructed hazards to air  
87 navigation which may result in glare, visual impairment, wildlife attractants, or other hazards to  
88 pilots.

89  
90 (E) “Airport Hazard Zoning Map” means the Wichita-Sedgwick County Airport Hazard  
91 Zoning Map compiled from the criteria in Title 14 Code of Federal Regulations Part 77 (14 CFR  
92 Part 77), *Objects Affecting Navigable Airspace*. It shows the Airport Hazard Zones and five (5)  
93 Airport Overlay Surfaces, including Jabara, and includes the layout of Runways, Airport  
94 boundaries, elevations, and area topography. Applicable height limitation areas are shown in  
95 detail.

96  
97 (F) “Airport Overlay Surfaces” means surfaces intended to place height and land use  
98 conditions on land impacted by airport operations while retaining the existing underlying zone(s).  
99 The (14 CFR Part 77) surfaces and Runway protection zones have been combined to create five  
100 (5) overlay surfaces for each Airport identified in the Wichita-Sedgwick County Airport Hazard  
101 Zoning Code. The five (5) specific surfaces create a comprehensive area focused on maintaining  
102 compatible land use around Airports.

103  
104 (G) “Airport Reference Point” means a point at the approximate center of the Airport landing  
105 area as shown on the Wichita-Sedgwick County Airport Hazard Zoning Map.

106  
107 (H) “Approach Surface” means a surface longitudinally centered on the extended Runway  
108 centerline; extending outward and upward from the end of the Primary Surface and at the same  
109 slope as the Approach Surface Height limitation slope set forth in 18.20.6 of this Code. In plan  
110 view, the perimeter of the Approach Surface coincides with the perimeter of the approach.

111  
112 (I) “Conical Surface” means the surface extending upward and outward from the periphery of  
113 the Horizontal Surface at a slope of twenty (20) feet horizontally for every one (1) foot vertically  
114 (twenty to one, 20:1) for a distance of four thousand (4,000) feet. It is the outermost surface of the  
115 overlay areas and has the least number of land use restriction considerations.

116  
117 (J) “Drone” means an unmanned Aircraft that is operated without the possibility of direct  
118 human intervention from within or on the Aircraft.

119  
120 (K) “FAA” means the Federal Aviation Administration.

121

- 122 (L) “Governing Body” means the Bel Aire City Council within its incorporated limits..
- 123
- 124 (M) “Hard Surface” means a Runway consisting of an asphalt or concrete pavement. This does
- 125 not include Runways consisting of grass or dirt surfaces.
- 126
- 127 (N) “Height” means the datum means sea level elevation unless otherwise specified, for the
- 128 purpose of determining the maximum object Height limits in all zones set forth herein and shown
- 129 on the Wichita-Sedgwick County Airport Hazard Zoning Map.
- 130
- 131 (O) “Heliport” means an area on land, water or upon a Structure set aside and used for the
- 132 landing and takeoff of rotary wing Aircraft and additional facilities that may be provided for the
- 133 fueling, refueling, repair and storage of rotary wing Aircraft.
- 134
- 135 (P) “Horizontal Surface” means the horizontal plane located one hundred fifty (150) feet above
- 136 the established Airport Elevation and which begins at the edge of the Transitional Surface and
- 137 Primary Surface for a distance of five thousand (5,000) feet for Visual Approach Runways, or ten
- 138 thousand (10,000) feet for all other Runways.
- 139
- 140 (Q) “Jabara” means Colonel James Jabara Airport, a Civilian general aviation reliever Airport
- 141 which has a property footprint partially within the jurisdiction of the City of Bel Aire and partially
- 142 within the jurisdiction of the City of Wichita.
- 143
- 144 (R) “Larger Than Utility Runway” means a Runway that is constructed for and intended to be
- 145 used by propeller driven Aircraft of greater than twelve thousand five hundred (12,500) pounds
- 146 maximum gross weight, and jet-powered Aircraft.
- 147
- 148 (S) “Manager” means, at Colonel James Jabara Airport (KAAO), the Director of Airports of
- 149 the Wichita Airport Authority.
- 150
- 151 (T) “Natural Vegetation” means any tree or other object of natural growth.
- 152
- 153 (U) “Nonconforming Use” means any preexisting Structure, object of natural growth, or use of
- 154 land which is inconsistent with the provisions of this Code.
- 155
- 156 (V) “Non-Precision Instrument Runway” means a Runway with an existing instrument
- 157 approach procedure utilizing air navigation facilities with only horizontal guidance, or area type
- 158 navigation equipment, for which a straight-in non-precision instrument approach procedure has
- 159 been approved or planned, and for which no precision approach facilities are planned or indicated
- 160 on an FAA planning document or Military Airport planning document.
- 161

162 (W) “Non-Public Use Airport” means any Airport designated for private or restricted use only;  
163 not open to the general public.

164

165 (X) “Planning Commission” means the Bel Aire Planning Commission.

166

167 (Y) “Person” means an individual, firm, partnership, corporation, company, association, joint  
168 stock association or governmental entity; includes a trustee, receiver, assignee or similar  
169 representative of any of them.

170

171 (Z) “Precision Instrument Runway” means a Runway with an existing instrument approach  
172 procedure utilizing an instrument landing system (ILS) or precision approach radar (PAR). It also  
173 means a Runway for which a precision approach system is planned and is so indicated by an FAA-  
174 approved Airport layout plan, any other FAA planning document.

175

176 (AA) “Primary Surface” means the surface that is longitudinally centered on a Runway. When  
177 the Runway has a specially prepared hard surface, the Primary Surface extends two hundred (200)  
178 feet beyond each end of that Runway. When the Runway has no specially prepared hard surface,  
179 the Primary Surface ends at each end of that Runway. The width of the Primary Surface is two  
180 hundred fifty (250) feet, or fifty (50) feet beyond the marked edge of a turf Runway, for Utility  
181 Runways with only visual approaches, and five hundred (500) feet for Utility Runways with non-  
182 precision instrument approaches. For other than Utility Runways, the width of the Primary Surface  
183 is five hundred (500) feet for Visual Runways with only visual approaches; five hundred (500)  
184 feet for Non-Precision Instrument Runways with visibility minimums greater than three-fourths  
185 ( $\frac{3}{4}$ ) statute mile; one thousand (1,000) feet for a Non-Precision Instrument Runway with a non-  
186 precision instrument approach with visibility minimums as low as three-fourths ( $\frac{3}{4}$ ) statute mile  
187 and for Precision Instrument Runways. The width of the Primary Surface of a Runway will be that  
188 width prescribed in 14 CFR Part 77 Subpart § Section 77.19 for the most precise approach existing  
189 or planned for either end of that Runway. For Heliports, Primary Surface means an area that  
190 coincides in size and shape with the designated takeoff and landing area of a Heliport. This surface  
191 is a horizontal plane at the elevation of the established Heliport elevation (see Airport Elevation)

192

193 (BB) “Public-Use Airport” means an Airport that is available for use by the general public  
194 without a requirement for prior approval of the Airport owner or operator.

195

196 (CC) “Runway” means a defined area on an Airport prepared for landing and takeoff of Aircraft  
197 along its length.

198

199 (DD) “Runway Approach Surface” means the critical overlay surface that reflects the approach  
200 and departure areas for each Runway at an Airport. The Runway Approach Surface is  
201 longitudinally centered on the extended Runway centerline and extends outward and upward from

202 the end of the Runway. The approach slope is twenty to one (20:1) for a distance of five thousand  
203 (5,000) feet for Visual Runways; thirty-four to one (34:1) for a distance of ten thousand (10,000)  
204 feet for all Non-Precision Instrument Runways other than utility; and fifty to one (50:1) for ten  
205 thousand (10,000) feet with an additional forty thousand (40,000)feet at a slope of forty to one  
206 (40:1) for all Precision Instrument Runways.

207  
208 (EE) “Runway Protection Surface” means the area off the end of the Runway that is designed to  
209 provide a clear area, free of aboveground obstructions including Structures, objects and Natural  
210 Vegetation, to enhance the protection of people and property on the ground. This surface is  
211 intended to provide a clear area that is free of any aboveground obstructions.

212  
213 (FF) “Structure” means an object, including a mobile object, constructed or installed by man,  
214 including, but without limitation buildings, towers, smokestacks, poles, pole lines, light poles,  
215 signs, earth formations and overhead transmission lines.

216  
217 (GG) “Transitional Surface” means the surface extending outward and upward at right angles to  
218 the Runway centerline and which extends at a slope of seven (7) feet horizontally for each one (1)  
219 foot vertically (seven to one, 7:1) from the sides of the Primary and Runway Approach Surfaces.  
220 The Transitional Surfaces extend to the point at which they intercept the Horizontal Surface at a  
221 height of one hundred fifty (150) feet above the established Airport Elevation. For those portions  
222 of the Precision Approach Surface which project through and beyond the limits of the Conical  
223 Surface, the Transitional Surfaces extend a distance of five thousand (5,000) feet measured  
224 horizontally from the edge of the Approach Surface and at right angles to the Runway centerline.

225  
226 (HH) “Utility Runway” means a Runway that is constructed for and intended to be used by  
227 propeller driven Aircraft of twelve thousand five hundred (12,500) pounds maximum gross weight  
228 and less.

229  
230 (II) “Vertiport” means an area of land, water, or a structure used, or intended to be used, to  
231 support the landing, takeoff, taxiing, parking, and storage of powered-lift Aircraft.

232  
233 (JJ) “Visual Approach” means an approach to an Airport that is conducted with visual reference  
234 to the terrain.

235  
236 (KK) “Visual Runway” means a Runway that is intended solely for the operation of Aircraft  
237 using Visual Approach procedures, with no straight-in instrument approach procedure and no  
238 instrument designation indicated on an FAA-approved Airport layout plan, or by any planning  
239 document submitted to the FAA by a competent authority.

240  
241

242 18.12.08 Airport Overlay Surfaces

243 Airport Overlay Surfaces established by this Code include all the land lying beneath the Runway  
244 Protection Surface, Runway Approach Surfaces, Transitional Surfaces, Horizontal Surfaces, and  
245 Conical Surfaces of Jabara. These surfaces are as defined under Section 18.20.4, which are more  
246 specifically described in 18.20.6, and as shown on the Wichita-Sedgwick County Airport Hazard  
247 Zoning Map.

248

249 18.12.09 Colonel James Jabara Airport

250 (A) Airport Elevation. The established Airport Elevation is one thousand four hundred twenty  
251 (1,420) feet above mean sea level.

252

253 (B) Airport Surfaces and Height Limits. The various surfaces and Height limits for Colonel  
254 James Jabara Airport are shown on sheet one of the Wichita-Sedgwick County Airport Hazard  
255 Zoning Map.

256

257 (1) Runway Larger Than Utility with a Visibility Minimum as Low as Three-fourths ( $\frac{3}{4}$ )  
258 Mile Non-Precision Instrument Approach Surface (Runway 36). The inner edge of this  
259 Runway Approach Surface coincides with the width of the Primary Surface and is one  
260 thousand (1,000) feet wide. The Runway Approach Surface extends outward uniformly to a  
261 width of four thousand (4,000) feet at a horizontal distance of ten thousand (10,000) feet from  
262 the end of the Primary Surface. Its centerline is the continuation of the centerline of the  
263 Runway. The applicable Height limitation slopes one (1) foot upward for each forty (40) feet  
264 outward, beginning at the end of, and at the same elevation as, the Primary Surface and  
265 extending to a horizontal distance of ten thousand (10,000) feet along the extended Runway  
266 centerline.

267

268 (2) Precision Instrument Runway Approach Surface (Runway 18). The inner edge of this  
269 Runway Approach Surface coincides with the width of the Primary Surface and is one  
270 thousand (1,000) feet wide. The Runway Approach Surface extends outward uniformly to a  
271 width of sixteen thousand (16,000) feet at a horizontal distance of fifty thousand (50,000) feet  
272 from the end of the Primary Surface. Its centerline is the continuation of the centerline of the  
273 Runway. The applicable Height limitation slopes one (1) foot upward for each fifty (50) feet  
274 outward, beginning at the end of, and at the same elevation as, the Primary Surface and  
275 extending to a horizontal distance of ten thousand (10,000) feet along the extended Runway  
276 centerline; thence slopes one (1) foot upward for each forty (40) feet outward to an additional  
277 horizontal distance of forty thousand (40,000) feet along the extended runway Centerlines.

278

279 (3) Transitional Surfaces. The applicable Height limitation slopes one (1) foot upward for  
280 each seven (7) feet outward, beginning at the sides of, and at the same elevation as, the  
281 Primary Surface and the Runway Approach Surface, and extending to a Height of one hundred

282 fifty (150) feet above the Airport Elevation. In addition to the foregoing, there are established  
283 Height limits sloping one (1) foot upward for each seven (7) feet outward beginning at the  
284 sides of, and at the same elevation as the Runway Approach Surface, and extending to where  
285 they intersect the Conical Surface. Where Precision Instrument Runway Approach Surfaces  
286 project beyond the Conical Surface, there are established Height limits sloping one (1) foot  
287 upward for each seven (7) feet outward beginning at the sides of, and at the same elevation  
288 as the Runway Approach Surface and extending a horizontal distance of five thousand (5,000)  
289 feet measured at ninety-degree (90°) angles to the extended Runway centerline.

290  
291 (4) Horizontal Surfaces. The Horizontal Surface is established by swinging arcs of five  
292 thousand (5,000) feet radii for all Runways designated utility or visual and ten thousand  
293 (10,000) feet radii for all other Runways from the center of each end of the Primary Surface  
294 of each Runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The  
295 radii of the arcs for each end of the Runway shall be the same and the radius shall be the  
296 longest determined for either end. The applicable Height limitation is established at one  
297 hundred fifty (150) feet above the established Airport Elevation.

298  
299 (5) Conical Surfaces. The Conical Surface is established as that area that commences at the  
300 periphery of the Horizontal Surface and extends outward for a horizontal distance of four  
301 thousand (4,000) feet. The applicable Height limitation slopes one (1) foot upward for each  
302 twenty (20) feet outward, beginning at the periphery of the Horizontal Surface and at one  
303 hundred fifty (150) feet above the established Airport Elevation and extending to a Height of  
304 three hundred fifty (350) feet above the Airport Elevation.

305  
306 18.12.10 Spacing Adjacent Airports

307 (A) No new Airport shall be established, nor shall any existing Airport be improved with  
308 approach guidance equipment, to enhance instrument flight rule (IFR) capabilities, any portion of  
309 a proposed or existing boundary will be under an Airport Overlay Zone established by this Code  
310 or within a radius of eight (8) miles from an Airport Reference Point of an Airport established on  
311 the date of this Code, unless a permit has been granted in accordance with the provisions of this  
312 Code. Prior to granting any such permit, the Governing Body shall for the purpose of study,  
313 comment and recommendation, refer the matter to the Federal Aviation Administration, the  
314 manager of Jabara, the City Community Development Director and to any other local planning  
315 body having either planning or land use control jurisdiction within the area affected.

316  
317 (B) Exceptions to the spacing requirements provided herein may be granted by the Governing  
318 Body when all of the following conditions have been met: 1.  
319 Receipt of a proper application; 2. Referral of the matter to all entities described in (A) above for  
320 study, comment, and recommendation; 3. A public hearing is held; and 4. A finding that special

321 conditions exists which makes literal enforcement of the spacing requirements an unnecessary  
322 hardship and that an exception would not be contrary to public interest.

323  
324 (C) If any of the aforementioned entities to whom the matter shall have been referred does  
325 not, within sixty (60) days, transmit a report to the Governing Body, then it shall be deemed to  
326 have approved the proposal; provided, however, that upon request of any such entity, the  
327 Governing Body shall grant a reasonable extension of such time.

328  
329 (D) In granting such exception, the Governing Body shall impose special conditions which  
330 will ensure that public interest, existing public and private investment in Airports, and air safety  
331 are maintained.

332  
333 18.12.11 Airport Height Limitations and Lighting Requirements  
334 Unless otherwise provided for in this Code, no Structure, object, Natural Vegetation, or terrain  
335 shall be erected, altered, allowed to grow, or be maintained within the applicable Airport Hazard  
336 Zone or any Airport Overlay Surface established by this Code to a Height in excess of the  
337 applicable Height limitations established by 14 CFR Part 77, *Imaginary Surfaces*, as depicted on  
338 the Wichita-Sedgwick County Airport Hazard Zoning Map. Where two (2) or more surfaces  
339 overlap, the more restrictive limitation or requirement shall govern and prevail.

340  
341 Lighting and marking requirements will be determined through an FAA 7460-1 airspace analysis.  
342 The owner of any Structure, object, Natural Vegetation, or terrain shall install, operate, and  
343 maintain such markers, lights, and other navigational aids necessary to indicate the presence of an  
344 Airport Hazard to Aircraft operators. Any permit or variance granted may, if such action is deemed  
345 advisable to effectuate the purpose of this Code and is reasonable in the circumstances, be so  
346 conditioned as to require the owner of the Structure, object, or Natural Vegetation in question to  
347 install, operate, and maintain, at the owner's expense, such markings and lighting as specified by  
348 the standards in the most current version of FAA Advisory Circular (AC) 70/7460-1. If deemed  
349 necessary by the Governing Body, this condition may be modified to require the owner to permit  
350 the installation, operation, and maintenance of the necessary markings and lighting in accordance  
351 with the standards in the most current version of FAA AC 70/7460-1, at the expense of the  
352 owner(s) of the affected Airport.

353  
354 18.12.12 Use Limitations Within Airport Hazard Zones and Airport Overlay Surfaces  
355 Notwithstanding any other provision of this Code, no use may be made of land or water within  
356 any Airport Overlay Zone or any Airport Overlay Surfaces established by this Code in such  
357 manner as to make it difficult for pilots to distinguish between airfield lights and other lights, result  
358 in glare in the eyes of the pilots using the Airports, create smoke, impair visibility, create bird  
359 strike hazards or otherwise in any way, endanger or interfere with the landing, takeoff or  
360 maneuvering of Aircraft intending to use the Airport.

361  
362 A shield that reduces the amount of light visible from above and directs the light downward shall  
363 be required for all outdoor lights installed after the effective date of this Code, within the limits of  
364 the Horizontal, Inner-Horizontal, Transitional or Runway Approach Surfaces, except those lights  
365 incidental to residential uses.

366  
367 Nothing in this Code shall be construed as prohibiting the construction or maintenance of any  
368 Structure or growth of any Natural Vegetation to a Height of twenty-five (25) feet above the  
369 surface of the land.

370  
371 18.12.13 Nonconforming Uses

372 (A) Regulations Not Retroactive. The regulations prescribed by this Code shall not be  
373 construed to require the removal, lowering or other changes or alteration of any Structure or tree  
374 not conforming to the regulations as of the effective date of this Code or to otherwise interfere  
375 with the continuance of a nonconforming use. Nothing contained in this Code shall require any  
376 change in the construction, alteration or intended use of any Structure, the construction or  
377 alteration of which was begun prior to the effective date of this Code, and diligently prosecuted.

378  
379 (B) Marking and Lighting. Notwithstanding the preceding provision of this section, the  
380 owner of any existing nonconforming Structure or tree shall operate and maintain such markers  
381 and lights in accordance with standards as set forth in the FAA Circular "Obstruction Marking  
382 and Lighting" (No. AC70/74609-1 F) to indicate to the operators of Aircraft in the vicinity of  
383 the Airports the presence of Airport Hazards. The maintenance, operation and installation of  
384 such markers and lights on such nonconforming Structures and trees, shall be the responsibility  
385 of the owner or owners of the affected Airport.

386  
387 18.12.14 Code Administration and Enforcement

388 It shall be the duty of the City Community Development Director to administer and enforce the  
389 regulations prescribed herein, including the authority to make written interpretations of this Code.  
390 Applications for Airport Hazard Zoning Permits, variances and written interpretations shall be  
391 made to the City Community Development Director upon forms furnished by the City  
392 Community Development Director. Airport Hazard Zoning Permit applications shall be either  
393 granted or denied by the City Community Development Director in accordance with the  
394 regulations prescribed herein. Any variance shall be done in accordance with Sec. 18.20.13 and  
395 any appeal shall be done in accordance with Sec. 18.20.15. In addition, the City Community  
396 Development Director may cause to be instituted in any court of competent jurisdiction an action  
397 to prevent, restrain, correct or abate any violation of this Code, or of any order or ruling made in  
398 connection therewith as provided by law.

399  
400

401 18.12.15 Airport Hazard Zoning Maps

402 The officially adopted Wichita-Sedgwick County Airport Hazard Zoning Map, as amended, is to  
403 be kept on file in the office of the City Community Development Director.

404

405 18.12.16 Airport Hazard Zoning Permits

406 Any tower, Structure, or object which transmits a signal requires an Airport Hazard Zoning Permit  
407 without exception. Any other Structure, object or Natural Vegetation which exceeds the Height  
408 limits specified in the Airport Hazard Zoning Map requires an Airport Hazard Zoning Permit,  
409 except as provided below.

410

411 Exceptions:

412 (1) In the area lying within the boundaries of Zone A shown on sheet two of the Wichita-  
413 Sedgwick County Airport Hazard Zoning Map, no permit shall be required under this section  
414 for any Structure less than twenty-five (25) feet of vertical Height above the ground.

415

416 (2) In the area lying within the boundaries of Zone B shown on sheet two of the Wichita-  
417 Sedgwick County Airport Hazard Zoning Map, no permit shall be required under this section  
418 for any Structure less than fifty (50) feet of vertical Height above the ground, except when,  
419 because of terrain, land contour or topographic features, such Structure would extend above  
420 the Height limits prescribed for Runway Approach, Conical, Transitional or Horizontal  
421 Surfaces.

422

423 (3) In the area lying within the boundaries of Zone C shown on sheet two of the Wichita-  
424 Sedgwick County Airport Hazard Zoning Map, no permit shall be required under this section  
425 for any Structure less than one hundred (100) feet of vertical Height above the ground, except  
426 when, because of terrain, land contour, or topographic features, such Structure would extend  
427 above the Height limits prescribed for Runway Approach, Conical, Transitional or Horizontal  
428 Surfaces.

429

430 (4) In the area lying within the boundaries of Zone D shown on sheet two of the Wichita-  
431 Sedgwick County Airport Hazard Zoning Map, no permit shall be required under this section  
432 for any Structure less than two hundred (200) feet of vertical Height above the ground, except  
433 when, because of terrain, land contour, or topographic features, such Structure would extend  
434 above the Height limits prescribed for Runway Approach, Conical, Transitional or Horizontal  
435 Surfaces.

436

437 The applicant proposing any Structure, object or Natural Vegetation which exceeds the Height  
438 limits specified in the Airport Hazard Zoning Map, or a tower, Structure or object of any Height  
439 which transmits a signal, shall utilize the FAA's Notice Criteria Tool. After utilizing the FAA

440 Notice Criteria Tool, the following shall be submitted to the City Community Development  
441 Director for review:

442 (1) A letter from the FAA Notice Criteria Tool that no Form 7460-1 is requested or required  
443 to be filed; or

444  
445 (2) An FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Determination  
446

447 It shall be the duty of the applicant to provide the City Community Development Director with  
448 sufficient information to evaluate the proposed action. This information shall include, but not be  
449 limited to, the following:

- 450 • Contact information
- 451 • Structure information
- 452 • Site information
- 453 • Drawing information
- 454 • Effective radiated power (ERP) and frequencies emitted from the structure (if any),  
455 proximity to navigation facilities and potential impact to the assurance of navigation signal  
456 reception
- 457 • Identification of current and potential compatibility concerns
- 458 • FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Determination  
459 (response to submittal of FAA Form 7460-1, *Notice of Proposed Construction or Alteration*).  
460 If, through use of the FAA’s Notice Criteria Tool, it is determined that submittal of Form  
461 7460-1 is not requested or required, documentation indicating this result must be provided.

462  
463 The City Community Development Director shall evaluate the proposal based on information  
464 provided by the applicant. The City Community Development Director shall approve the permit  
465 if, after evaluation, the proposed project is found to be adequately compatible, in accordance with  
466 the provisions of this Code. Should the FAA issue a determination of air hazard or any other  
467 adverse or negative determination affecting Airport operations or if the proposed project is found  
468 to be incompatible after review, the City Community Development Director shall deny the permit.  
469 Should the permit be denied, the applicant may request an appeal or a variance, as prescribed in  
470 this Code.

471  
472 18.12.17 Variances

473 (A) Any person desiring to erect or increase the Height of any Structure, or permit the growth  
474 of any Natural Vegetation, or use their property not in accordance with the regulations prescribed  
475 in this Code, may apply to the Governing Body for a variance from such regulations. The  
476 Governing Body may refer the application to the City Community Development Director for study  
477 and recommendations. The application for variance shall be accompanied by a determination from  
478 the Federal Aviation Administration as to the effect of the proposal on the operation of air  
479 navigation facilities and the safe, efficient use of navigable airspace. Such variances may be

480 allowed where it is duly found that literal application or enforcement of the regulations will result  
481 in unnecessary hardship and relief granted will not be contrary to the public interest, will not create  
482 a hazard to air navigation, will do substantial justice and be in accordance with the spirit and intent  
483 of this Code.  
484

485 (B) No application for variance to the requirements of this Code shall be furnished by the  
486 Governing Body unless a copy of the application has been furnished to the Manager of the affected  
487 Airport(s) for comment as to the aeronautical effects of the variance. If the Manager of the affected  
488 Airport(s) does not respond to the Governing Body within fifteen (15) days after receipt, the  
489 Governing Body may act on its own to grant or deny the application.

490  
491 (C) Any person aggrieved by any final decision of the Governing Body may appeal to any  
492 court of competent jurisdiction in Sedgwick County, Kansas as provided by law.

493  
494 18.12.18 Appeals

495 (A) Any person aggrieved or affected by a decision of the City Community Development  
496 Director made in administration of this Code, may appeal to the Governing Body.

497  
498 (B) All appeals under this chapter must be made within thirty (30) days by filing with the City  
499 Community Development Director a notice of appeal specifying the grounds thereof. The City  
500 Community Development Director shall forthwith transmit to the Governing Body all papers  
501 constituting the record on which the action appealed was taken.

502  
503 (C) An appeal shall stay all proceedings in furtherance of the action appealed from, unless the  
504 City Community Development Director certifies to the Governing Body, after the notice of appeal  
505 has been filed, that by reason of the facts stated in the certificate, a stay would, in the opinion of  
506 the City Community Development Director, cause imminent peril to life or property. In such a  
507 case, proceedings shall not be stayed except by order of the Governing Body and upon due cause  
508 shown

509 .  
510 (D) The Governing Body shall fix a reasonable time for the hearing of appeals, giving public  
511 notice by publication once in the official city newspaper a minimum of fifteen (15) days prior to  
512 the hearing and due notice to the parties in interest, and shall decide the same within a reasonable  
513 time. At the hearing, any party may appear in person, by agent, or by attorney.

514  
515 (E) The Governing Body may reverse or affirm, in whole or in part, or modify the order,  
516 requirement, decision, or determination appealed from and may make such order, requirement,  
517 decision, or determination as may be appropriate under the circumstances.

518

519 (F) The vote of a majority of the members of the Governing Body shall be sufficient to revise  
520 any order, requirement, decision, or determination of the City Community Development Director,  
521 or to decide in favor of the applicant on any matter upon which it is required to pass under this  
522 Code, or to effect any variation in this Code.

523  
524 (G) Any person aggrieved by any final decision of the Governing Body may appeal to any  
525 court of competent jurisdiction in Sedgwick County, Kansas as provided by law.

526  
527 18.12.19 Amendments

528 Amendment or repeal of all or part of this Code shall be done in accordance with the procedure  
529 prescribed by law for the adoption, amendment and repeal of Airport zoning regulations (K.S.A.  
530 3-705). Any change in an Airport zoning classification shall be accomplished in the manner  
531 provided by law, after public hearing held by the Planning Commission and public hearing and  
532 action of the Governing Body. Any change shall be noted on the particular Airport Hazard Zoning  
533 Map affected by such change which is on file in the office of the City Community Development  
534 Director and in the office of the Wichita-Sedgwick County Metropolitan Area Planning  
535 Department, so that all such Airport Hazard Zoning Maps shall at all times reflect the current  
536 Airport zoning classification of land within such zones and surfaces.

537  
538 18.12.20 Penalties

539 Notwithstanding any provision in this Code regarding the enforcement of the provisions of this  
540 Code by civil or other extraordinary provisions of law, each violation of this Code or any  
541 regulation, order or ruling promulgated under this Code, shall constitute a misdemeanor. Any  
542 violation occurring within the City shall constitute a misdemeanor with penalties not to exceed  
543 twenty five hundred dollars (\$2,500.00) or imprisonment for not more than six (6) months for  
544 each offense, or both such fine and imprisonment. For purposes of these penalties, each day a  
545 violation continues to exist shall constitute a separate offense.

546  
547 18.12.21 Conflicting Regulations

548 Where there exists a conflict between any of the regulations or limitations prescribed in this Code  
549 and any other regulations applicable to the same area (including 14 CFR Part 77, *Objects Affecting*  
550 *Navigable Airspace*), whether the conflict be with respect to Height or Structures, the use of land,  
551 or any other matter, the more stringent limitation or requirement shall govern and prevail.

552  
553 18.12.22 Severability

554 If any section, subsection, sentence, clause, phrase or portion of this Code is for any reason held  
555 invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed  
556 separate, distinct and independent provisions and such holding shall not affect the validity of the  
557 remaining portions of this Code.

558

559 18.12.23 Effective Date

560 This Code shall be in effect from and after its passage by the Governing Body and publication and  
561 posting as required by law.”

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564  
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568

569 [Remainder of this page intentionally left blank]

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589 ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 5<sup>th</sup> day of May, 2026.

590

591 SIGNED by the Mayor on this \_\_\_\_\_ day of May, 2026.

592

593

594 CITY OF BEL AIRE, KANSAS

595

596

597

598

\_\_\_\_\_

599

Jim Benage, Mayor

600

601 ATTEST:

602

603

604

605

\_\_\_\_\_

606

Melissa Krehbiel, City Clerk

607

608 APPROVED AS TO FORM:

609

610

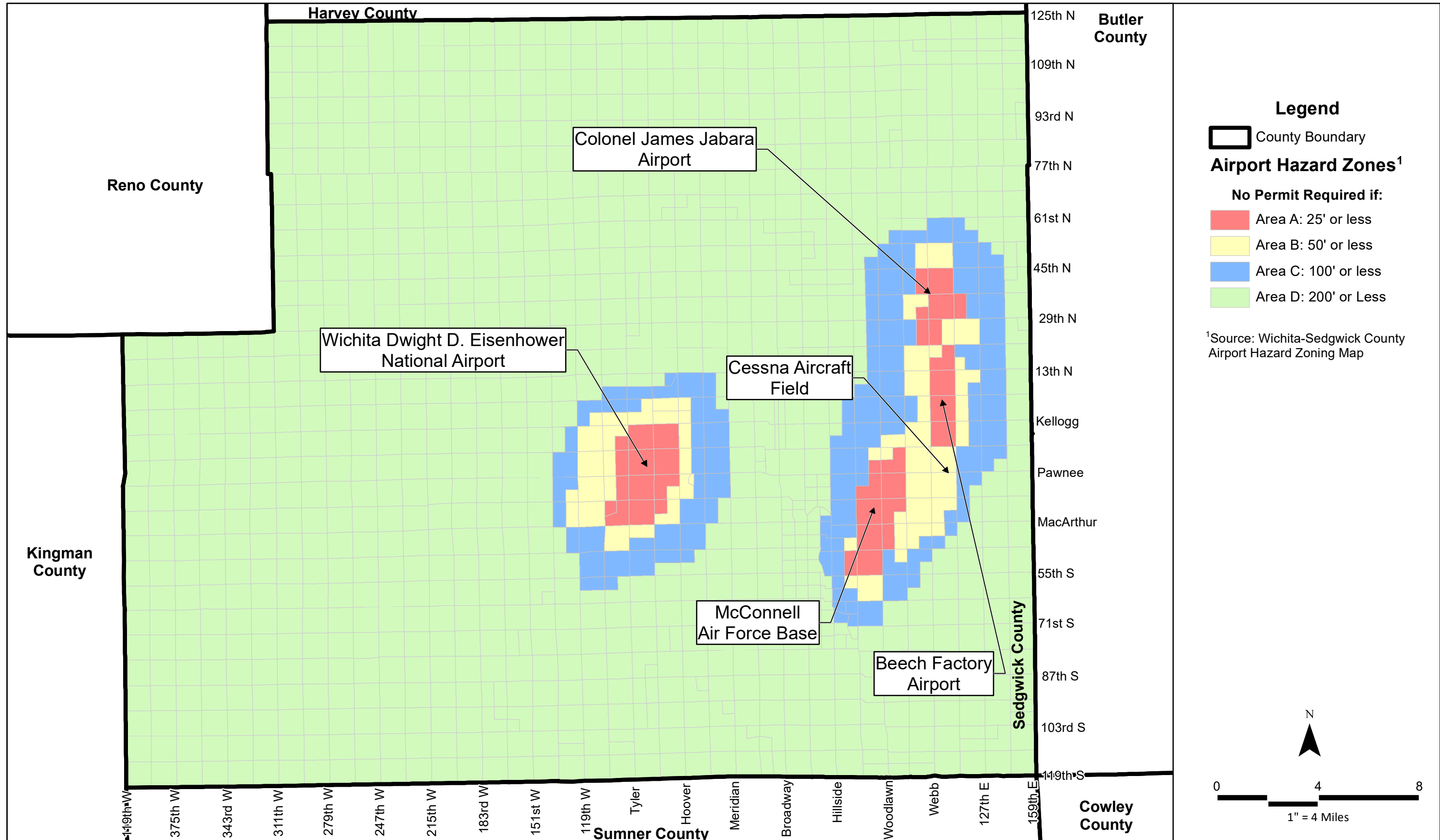
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Maria A. Schrock, City Attorney





# MINUTES AIRPORT ZONING COMMISSION

7651 E. Central Park Ave, Bel Aire, KS  
April 9, 2026, 6:30 PM



**I. Call to Order** Chairman Phillip Jordan called the meeting to order

**II. Roll Call**

Chairman Phillip Jordan, Vice-Chairman Deryk Faber and Commissioners Dee Roths, Paul Matzek, Brian Mackey and John Sutherland were present in person.

Also present in person were Paula Downs, Secretary and Maria Schrock, City Attorney.

**III. Consent Agenda**

**A. Approval of Minutes from Previous Meeting.**

**Motion:** Commissioner Roths moved to approve the minutes of the February 12, 2026, meeting. Chairman Jordan seconded the motion. **Motion carried 6-0.**

**V. Announcements:** No announcements for the Airport Zoning Commission.

**VI. Airport Zoning Commission Business**

**A. Consideration of Airport Zoning Regulations and A Final Report in Accordance with K.S.A. 3-705.**

Chairman Jordan called Agenda Item 6.A, which is a public hearing on an Airport Hazard Zoning Regulations and a Final Report in accordance with K.S.A. 3-705.

Before proceeding with the hearing, Chairman Jordan asked if anyone on the Commission intended to disqualify themselves from participating in this case, because they have any conflicts of interest. Chairman Jordan confirmed for the record that no one was disqualified. The Chairman declared a quorum of six (6) Commissioners present for the public hearing.

Chairman Jordan stated that official notice for this hearing was published in the official city newspaper, which is the City of Bel Aire Municipal Website, on March 19, 2026. The Chairman confirmed for the record that at least 20 days have elapsed between the publication and mailing dates and today's hearing date. There was no evidence to the contrary from anyone present, and the Chairman declared that proper notification had been given.

Chairman Jordan asked if anyone on the Commission received any ex parte verbal or written communications prior to this agenda item. The Chairman confirmed for the record that no one had ex parte communications prior to the agenda item.

Chairman Jordan called on City staff to provide the Commission with a report on this case.

The City Attorney stated that an updated staff report is included in the meeting packet. City Attorney reminded the Commission that at their previous meetings, they had expressed concerns regarding ponds near the airport and their potential to attract birds. The City Attorney further stated that Wichita Airport Authority staff were consulted regarding this issue and indicated no concerns. It was also noted that no additional concerns were expressed at the February 12, 2026, Planning Commission meeting. Finally, no changes have been made to the ordinance since the previous Planning Commission meeting.

Commission was satisfied with the regulations and had no additional discussion on the regulations.

Staff recommended approval of the final report and submittal to the City Council with the recommendation that airport zoning regulations be considered and adopted in an ordinance.

Chairman Jordan welcomed everyone interested in this agenda item to come to the podium and give their name and address. Chairman further stated that comments would be limited to five minutes. Chairman Jordan confirmed nobody was in attendance to speak on this item.

Chairman Jordan asked if City staff received any written communications. Secretary confirmed that City staff had not received any written communications.

Hearing no further comments, Chairman Jordan closed the public portion of the hearing and stated that there would be no further public comments unless the Commission wished to ask questions to clarify information.

Chairman Jordan invited the Commission to deliberate the request.

Chairman Jordan stated that having reached conclusions on the discussion, he asked if there is a motion to either recommend, approval, approval with modifications, disapproval, or to table the discussion.

**Motion:** Vice-Chairman Faber, having considered the evidence at the hearing, moved that the final report be approved and submitted to the City Council with the recommendation that airport zoning regulations be adopted in an ordinance. Commissioner Matzek seconded the motion. **Motion carried 6-0.**

Chairman Jordan stated that the case will be forwarded to the Governing Body with the Commission's recommendation and minutes of this public hearing for consideration at their regular meeting.

**VII. Approval of the Next Airport Zoning Commission Meeting Date.**

**Action:** No meeting date to be scheduled for the Airport Zoning Commission.

**VIII. Current Events**

- A. **Upcoming Agenda Items:**
  - a. No upcoming agenda items.

**IX. Adjournment**

**Motion:** Chairman Jordan moved to adjourn. Commissioner Matzek seconded the motion.  
**Motion carried 5-0.**

DRAFT

City of Bel Aire, Kansas

**STAFF REPORT**

DATE: April 9, 2026

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer



RE: 45<sup>th</sup> Street, Oliver to Woodlawn Hydro-Excavation Change Order No. 1

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**BACKGROUND:**

Garver is currently working on the design of the roadway and storm sewer system for 45<sup>th</sup> Street between Woodlawn and Oliver. When laying out the storm sewer, there are multiple locations where the storm sewer crosses or runs adjacent to existing utilities. The hydro-excavation work will uncover those existing utilities to allow a hard elevation of the top of pipe to be captured and compared to the storm sewer plans.

**DISCUSSION:**

During the hydro-excavation work, Nowak performed an additional pothole to locate a waterline that runs east/west on the west side of Oliver. This additional pothole was brought to the City Engineer’s attention by Garver and approved prior to the additional work being performed.

**FINANCIAL CONSIDERATIONS:** The financing for this project will come from the 45<sup>th</sup> Street project fund.

**RECOMENDATION:** It is the recommendation of staff to approve the change order for the additional pothole of the water line in the amount of \$1,550.00.

CONTRACT  
FOR  
SERVICES

(Hydro-Excavation along 45<sup>th</sup> Street between Oliver and Woodlawn)

This Contract is entered into this 20<sup>th</sup> day of January, 2026, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called “City”) and Nowak Construction Co., Inc., whose principal office is at 200 South Goddard Rd, Bel Aire, Kansas, 67052, Telephone Number (316) 794-8898, (hereinafter called “Contractor”).

WHEREAS, Garver LLC., requests Hydro-Excavation to verify crossing elevations at critical locations for the 45<sup>th</sup> Street between Oliver and Woodlawn Project,

WHEREAS, Contractor has submitted a quote beneficial to City and is ready, willing, and able to provide the goods, commodities and/or services required by City.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. City agrees to hire Contractor as an independent contractor to perform all Services as described in Exhibit A (Contractor Quote) and shown in Exhibit B (Contractor Map of Planned Hydro-Excavation Locations). Execution of this Contract constitutes City’s written authorization to proceed with the Services.

Following Hydro-excavation work, all sites shall be restored to pre-work conditions. All services shall be completed within 30 days from the execution of this Contract. Any extension of the completion date must be approved by the City.

2. Compensation. City agrees to pay Contractor an amount not to exceed \$58,900.00 for all Services as quoted and described in Exhibit A.
3. Incorporation of Documents. Exhibit C (Bel Aire’s Mandatory Terms and Conditions Attachment) and Exhibit D (Bel Aire’s Mandatory Independent Contractor Addendum) are attached hereto and are incorporated into this Contract as essential terms. The parties further agree that all provisions of Exhibit C and D, are effective between them and govern this Contract.
4. Entire Agreement. This Contract and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.


5. Severability Clause. In the event that any provision of this Contract is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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PASSED by the Governing Body of the City of Bel Aire, Kansas, on the 20<sup>th</sup> day of January, 2026.


SIGNED by the <sup>Mayor</sup> City Manager on the 21<sup>st</sup> day of January, 2026.

**CITY OF BELAIRE, KANSAS**


  
\_\_\_\_\_  
Jim Benage, Mayor



ATTEST:

  
\_\_\_\_\_  
Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

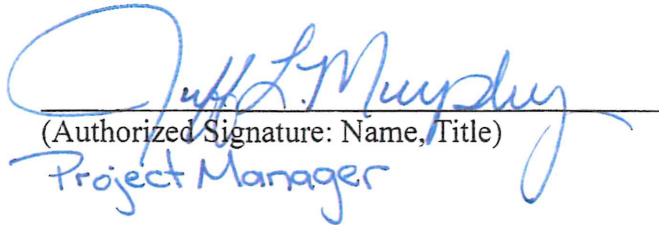
  
\_\_\_\_\_  
Maria A. Schrock, City Attorney

**(Exhibits A, B, C, and D are attached.)**

[Remainder of this Page Intentionally Left Blank]

SIGNED by Contractor on the 13 day of January, 2026.

**NOWAK CONSTRUCTION CO., INC.**

  
(Authorized Signature: Name, Title)  
Project Manager

**(Exhibits A, B, C, and D are attached.)**

[Remainder of this Page Intentionally Left Blank]

# EXHIBIT A

## CONTRACTOR QUOTE

**jeff murphy**

---

**From:** jeff murphy  
**Sent:** Monday, December 22, 2025 9:33 AM  
**To:** 'Sawyer, Drake W.'; John Nowak  
**Cc:** Lee, Ken W.; Standrich, Daryl R.; Tyler, Andrew C.; Clevenger, William K.  
**Subject:** RE: [External Sender] Hydro-Ex for 45th - Oliver to Woodlawn

Below is the bid pricing that Nowak has compiled for the above-mentioned project. Clarification & notes are also below that describe the scope that correlates with the bid pricing. Please let me know if you have any questions, or need any additional information, at this time.

Pothole (dirt/grass- 38 locations): \$1,550.00/ea.  
Pothole (pavement- 0 locations): \$ . . . . /ea.  
Contract Total: 38 location (\$58,900.00)

**Notes:**

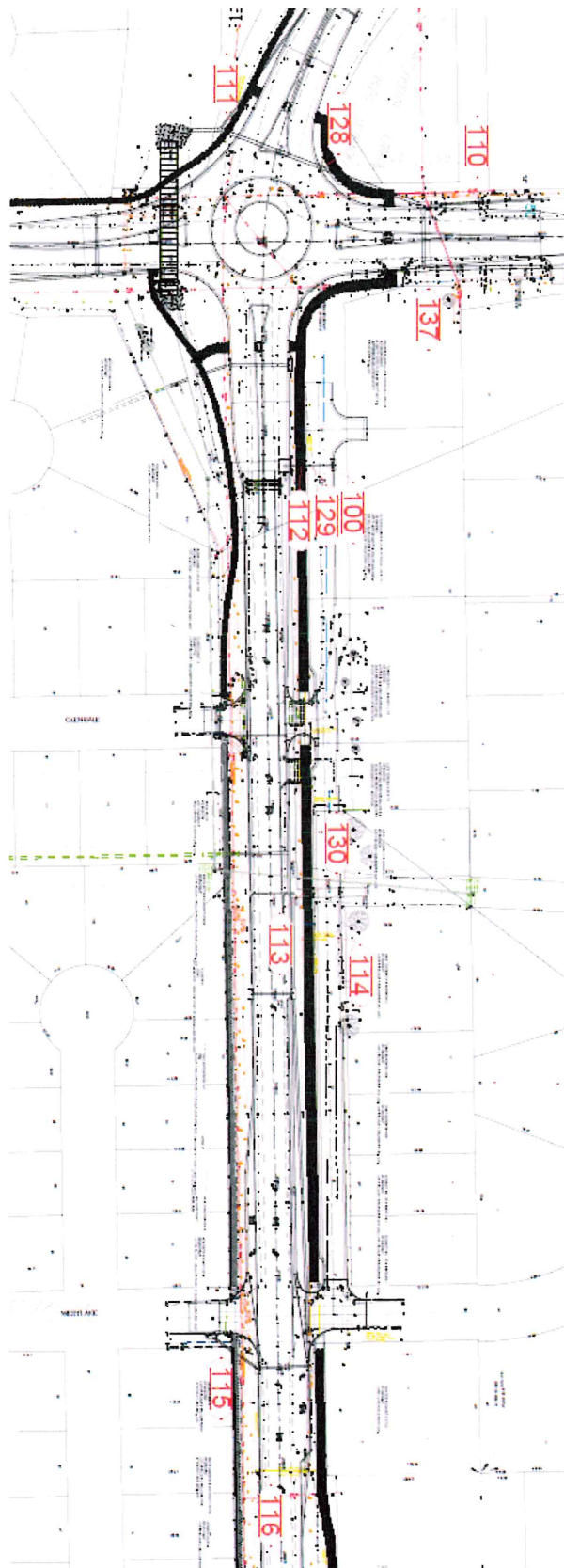
- UD-1 for the pothole excavation is included within bid. Approx. size/bases of pricing for potholes to be 2' (dia.)x4.5' (depth).
- Dirt restoration is not included within bid.
- Sales tax is not included within bid. Nowak will require tax exemption certificate for the above-mentioned project or will charge tax when project complete.
- Add 1% of total cost of bid if bond required by General Contractor.
- Bond for City of Bel Aire/others, not included within bid.
- If required- Pavement area potholes will have existing pavement cored, potholed, filled with UD-1, and then existing core/plug will be put back in place in hole that was made for pothole. If pavement needs to be cut to a larger size to obtain existing utility information, an asphalt cold patch will need to be installed. Depending on overall size of patch area, additional fees may apply.
- Dirt/Pavement cut permits are not included within bid. If City of Bel Aire requires permit fees, price per hole will be adjusted. City of Wichita charges \$150/ea. permit fee.
- Seeding/sodding of disturbed area required for potholing to be by others, as required.
- Bid covers 38 pothole location (dirt/grass areas). If additional locations are required for potholing while in the field, bid price of overall contract will be adjusted accordingly based on unit price above. Pothole size based on approx. size of 2' (dia.)x4.5' (depth).
- All traffic control for potholing operations, included within bid. General traffic control plan not included within bid. If City of Bel Aire requires traffic control plans, price per hole will be adjusted. \$750/ea. for traffic control plan.
- Construction Staking (lath/stake) of pothole locations by others.
- Pothole excavations will be to the bottom of the existing utility. Existing ground elevations, and cut distance to top of existing utility, to be performed/recorded by others.
- Construction Inspection by others.
- Haul off of excess excavated spoils from site is included within bid.
- Work not listed within bid will be by others.
- Any special insurance is not included within bid.
- Special wage rates are not included within bid.
- Bid Proposal is good for 30 days.

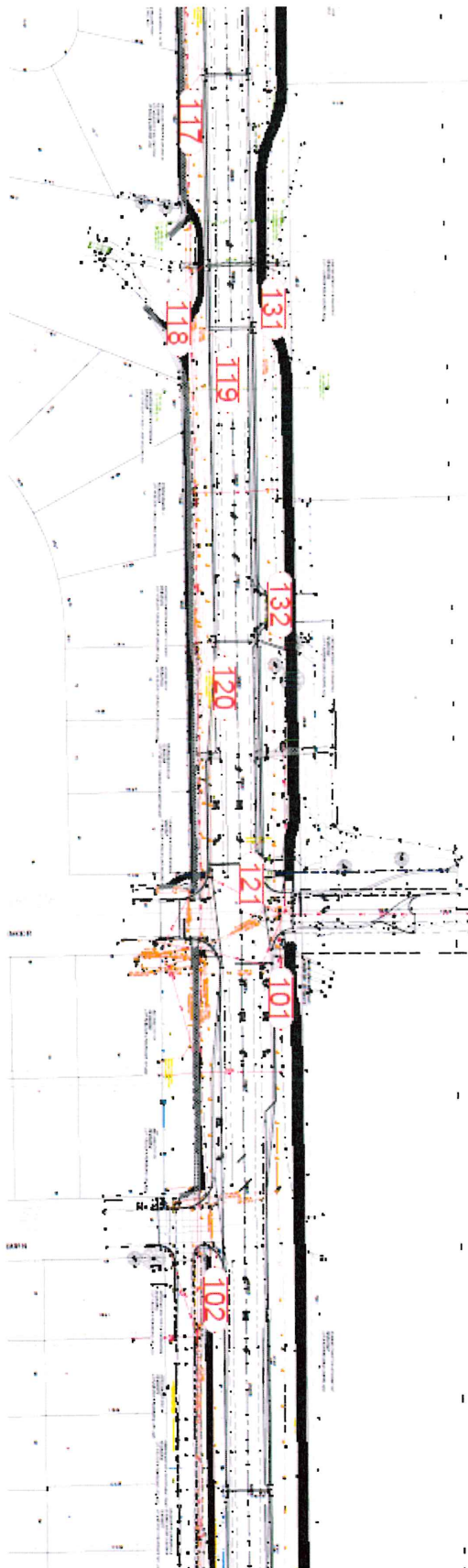
**Thank You,**  
**Jeff L. Murphy**  
**Project Manager/Wizard**

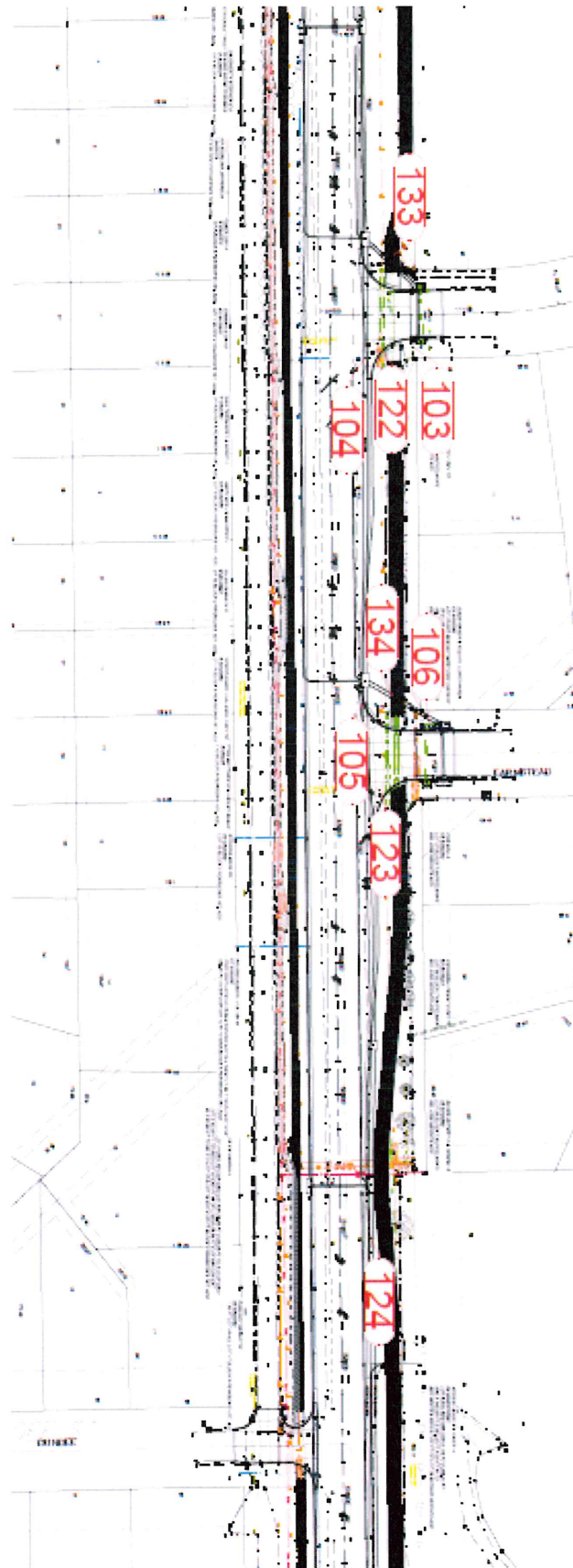
**EXHIBIT B**

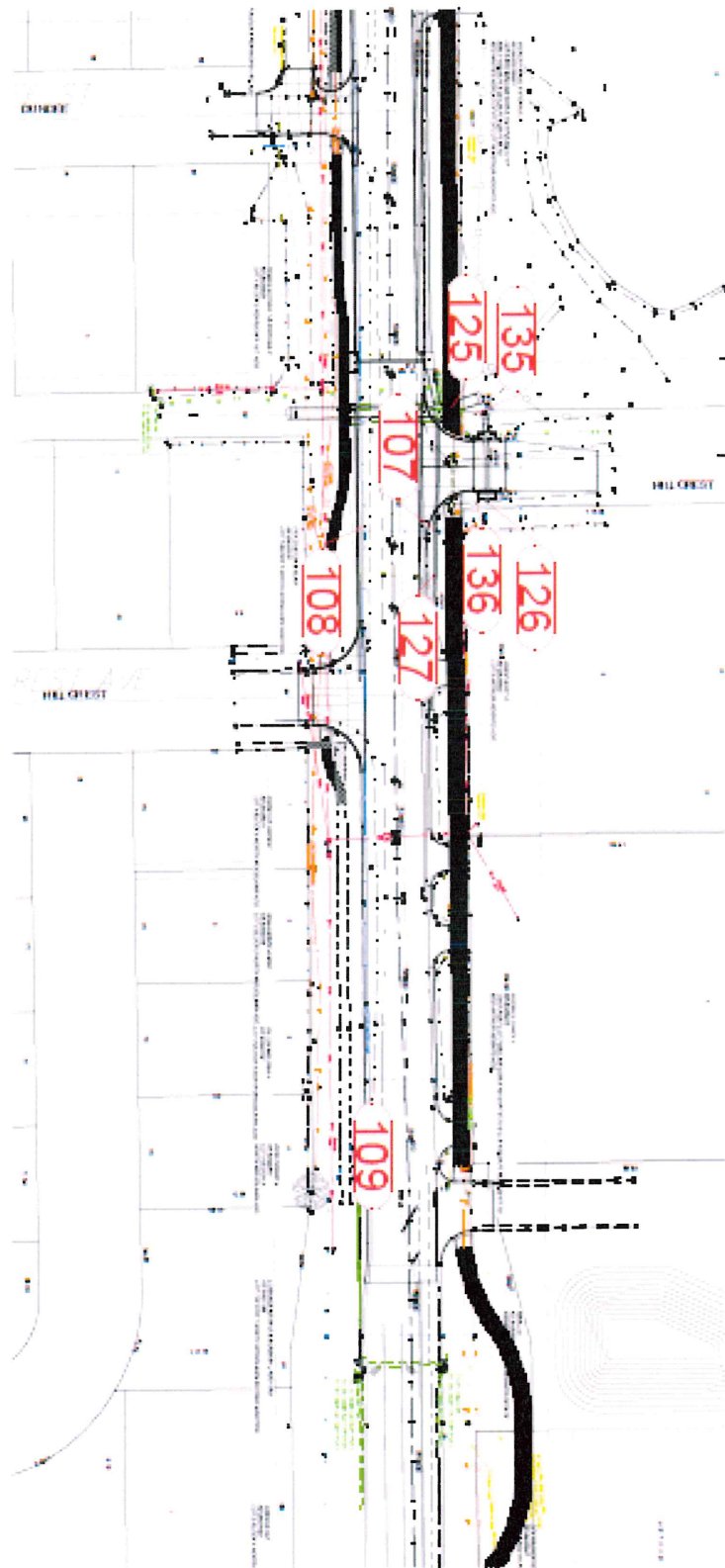
**CONTRACTOR MAP OF PLANNED HYDRO-EXCAVATION LOCATIONS**

<b><u>Location Number</u></b>	<b><u>Utility of Interest</u></b>
100	Bel Aire Water Line
101	Bel Aire Water Line
102	Bel Aire Water Line
103	Bel Aire Water Line
104	Bel Aire Water Line
105	Bel Aire Water Line
106	Bel Aire Water Line
107	Bel Aire Water Line
108	Bel Aire Water Line
109	Bel Aire Water Line
110	Bel Aire Water Line
111	Kansas Gas Services
112	Kansas Gas Services
113	Kansas Gas Services
114	Kansas Gas Services
115	Kansas Gas Services
116	Kansas Gas Services
117	Kansas Gas Services
118	Kansas Gas Services
119	Kansas Gas Services
120	Kansas Gas Services
121	Kansas Gas Services
122	Kansas Gas Services
123	Kansas Gas Services
124	Kansas Gas Services
125	Kansas Gas Services
126	Kansas Gas Services
127	Kansas Gas Services
128	Southern Star
129	Southern Star
130	Southern Star
131	Southern Star
132	Southern Star
133	Southern Star
134	Southern Star
135	Southern Star
136	Southern Star
137	AT&T









**EXHIBIT C**

**CITY OF BEL AIRE, KANSAS  
MANDATORY TERMS AND CONDITIONS**

The attached Purchase Order/Quotation, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Contractor/Consultant/Vendor named on the Purchase Order/Quotation.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Contractor/Consultant/Vendor of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor/Consultant/Vendor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Contractor/Consultant/Vendor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and Contractor/Consultant/Vendor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and

that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Contractor/Consultant/Vendor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Contractor/Consultant/Vendor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Contractor/Consultant/Vendor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Contractor/Consultant/Vendor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Contractor/Consultant/Vendor shall be in default of this Contract in the event that Contractor/Consultant/Vendor:
  - (i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property,
  - (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt,
  - (iii) makes a general assignment for the benefit of creditors,
  - (iv) is adjudicated as bankrupt or insolvent, or
  - (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall

be taken by Contractor/Consultant/Vendor for the purpose of accomplishing any of the above actions.

16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Contractor/Consultant/Vendor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor/Consultant/Vendor must notify City immediately. Upon Contractor/Consultant/Vendor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor/Consultant/Vendor with any additional costs incurred, unless Contractor/Consultant/Vendor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.
18. Contractor/Consultant/Vendor must immediately notify City of any safety recall notices of products, goods and services Contractor/Consultant/Vendor has provided to City. In addition, Contractor/Consultant/Vendor shall remedy the recalled defect(s), at no cost to City, by:
  - (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or
  - (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
  - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.

- b. In all solicitations or advertisement for employees, the Contractor/Consultant/Vendor shall include the phrase “Equal Opportunity Employer” or a similar phrase to be approved by the Kansas Human Rights Commission.
- c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
- d. Contractor/Consultant/Vendor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor/Consultant/Vendor.
- e. Exempted from these requirements are:
  - (1) Any Contractor/Consultant/Vendor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
  - (2) Any Contractor/Consultant/Vendor who employs fewer than four (4) employees during the term of this Contract.
  - (3) Contractor/Consultant/Vendor who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City’s Fiscal Year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor/Consultant/Vendor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor/Consultant/Vendor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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**EXHIBIT D**

**CITY OF BELAIRE, KANSAS  
MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to:
  - (a) unemployment insurance benefits;
  - (b) workers' compensation coverage; or
  - (c) health insurance coverage.

Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.

3. The parties hereby acknowledge and agree that City will not:
  - (a) require Contractor to work exclusively for City;
  - (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes;
  - (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate;
  - (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions;
  - (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated);
  - (f) dictate the time of Contractor's performance; and
  - (g) pay Contractor personally;

instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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**Summary Of Costs as of Date of Issuance for this Change Order:**

<b>Change in Contract Price</b>	<b>Change in Contract Times</b>
Original Contract Price: \$58,900.00	Original Contract Times: Substantial Completion: 30 Working Days
Contract Price prior to this Change Order: \$58,900.00	Contract Times prior to this Change Order: Substantial Completion: 30 Working Days
Increase this Change Order: \$1,550.00	Increase this Change Order: Substantial Completion: 0 Working Days
Contract Price this Change Order: \$60,450.00	Contract Times with all approved Change Orders: Substantial Completion: 30 Working Days

In accordance with the terms of the Agreement referred to on page 1, the City hereby authorizes the change to the Agreement, as referenced in this Change Order. Exhibit A and this Change Order, shall be incorporated into the Agreement by reference. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by this Change Order.

The additional work for this Change Order is to be performed at a cost not to exceed **\$1,550.00.**

The additional work for this Change Order cannot be completed until approved by all parties on the next page.

*[Remainder of this page intentionally left blank]*

This Change Order is Approved and Passed by the Governing Body of the City of Bel Aire, Kansas on the 5<sup>th</sup> day of May, 2026.

Recommended and Approved:

Approved:

\_\_\_\_\_  
Anne Stephens, PE, City Engineer      Date

\_\_\_\_\_  
Ted Henry, City Manager      Date

Approved as to Form Only:

By Order of the Governing Body:

\_\_\_\_\_  
Maria A. Schrock, City Attorney      Date

\_\_\_\_\_  
Jim Benage, Mayor  
Owner (Authorized Signature)      Date

Attest:

\_\_\_\_\_  
Melissa Krehbiel, City Clerk

*[Remainder of this page intentionally left blank]*

Recommended and Approved:

\_\_\_\_\_  
Jeff L. Murphy, Project Manager      Date  
Contractor (Authorized Signature)

*[Remainder of this page intentionally left blank]*

EXHIBIT A

**Nowak Construction Co., Inc.**  
**Utility Contractors**

Request for Change

April 9, 2026

Request No. 1

Project: Utility Potholing 45th St. N - Oliver to Woodlawn- Bel Aire, Kansas

To: City of Bel Aire

This Request for Change (RFC) contains a quotation for change to Utility Potholing which is a project between Nowak Construction Co., Inc. and the City of Bel Aire.

1. Proposed Scope  
Added an additional utility pothole location via instructions while in the field.
2. Changes requested by: Andrew (Garver)
3. Contract Sum to increase by this change order: \$1,550.00
4. This agreement shall be signed on behalf of Nowak Construction Co., Inc. and on behalf of the City of Bel Aire, and will become effective as of the date written above.



Jeff L. Murphy  
Nowak Construction Co., Inc.  
Project Manager

\_\_\_\_\_  
City of Bel Aire, Kansas

200 S. Goddard Rd. • P.O. Box 218 • Goddard, KS 67052  
(316) 794-8898 • (316) 794-2243 Fax

City of Bel Aire, Kansas

**STAFF REPORT**

DATE: March 26, 2026

TO: Ted Henry, City Manager

FROM: Barry Smith, Finance Director

RE: 2025 Annual Audit – Engagement Letter

---



SUMMARY:

On March 23, 2026, the City received its engagement letter from our independent auditors, AGH, for FY2025. The engagement letter outlines the scope of the annual audit, the responsibilities of the auditors, the responsibility of management, and all services included in the annual audit. The engagement letter is signed annually by the Mayor and officially starts the annual auditing process.

FINANCIAL CONSIDERATION:

The fees for the 2025 Annual Audit are as follows:  
Audit and Financial Statements: \$38,325  
Single Audit – “normal” programs: \$8,500 (BASE Grant)  
Total Cost: \$46,825

The 2026 budget includes \$52,000 for total auditing costs.

RECOMMENDATION:

Approve the engagement letter from AGH for auditing services as of and for the year ending December 31, 2025, and authorize the Mayor to sign.

April 29, 2026

The Honorable Mayor and City Council Members  
City of Bel Aire, Kansas  
7651 E. Central Park Ave  
Bel Aire, Kansas 67226-7600

Attention: Mayor and City Council Members

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested Allen, Gibbs & Houlik, L.C. (“AGH”, “we”, “us”, or “our”), audit City of Bel Aire, Kansas’ (the “Client”, “Entity”, “you”, or “your”) governmental activities, business-type activities, each major fund, and aggregate remaining fund information as of and for the year ending December 31, 2025, which collectively comprise the basic financial statements. You have also requested that we report on whether the supplementary information is fairly stated in all material respects, in relation to the financial statements a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (“Engagement Letter”).

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) and *Government Auditing Standards* issued by the Comptroller General of the United States (“GAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

You have also requested that AGH perform the audit of the Entity as of December 31, 2025 to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”).

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance, the U.S. Office of Management and Budget’s (“OMB”) Compliance Supplement and the Kansas Municipal Audit and Accounting Guide (KMAAG). Those standards, regulations, supplements or guides require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, the Uniform Guidance, and the supplement and the guide, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity’s system of internal control, design and perform audit

procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

- Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will communicate to the Mayor and Council Members (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control over financial reporting and over compliance for major programs will include any significant deficiencies and material weaknesses in internal control over financial reporting and over compliance for major programs of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control over financial reporting and over compliance for major programs consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

## **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the Entity complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, analysts, regulators, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements. Management is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and will indicate that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Mayor and Council Members are responsible for informing us of its views about the risks of fraud, waste or abuse within the Entity, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the Entity.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledges and understands that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP");
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:

- a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
- b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

### **Reporting**

We will issue a written report upon completion of our audit of the Entity's financial statements. Our report will be addressed to the Mayor and Council Members of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the Entity's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

You have informed us that you desire us to issue a report on the basic financial statements of the Entity as of and for the year ended December 31, 2025 conforming only to the requirements of GAAS. This

reporting will not be used for purposes to comply with a requirement calling for an audit in accordance with GAS.

In addition to our report on the Entity's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of the Entity's schedule of expenditures of federal awards for the year ending December 31, 2025;
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance;
4. An accompanying schedule of findings and questioned costs.

We will prepare the Entity's Data Collection Form which the Entity will be required to file. You acknowledge that you have the final responsibility for the Data Collection Form and, therefore, you should review them carefully before you certify and submit them.

#### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the Entity's books and records. The Entity will determine that all such data, if necessary, will be so reflected. Accordingly, the Entity will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Entity personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Barry Smith, Director of Finance. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

#### **Nonaudit Services**

In connection with our audit, you have requested us to perform the following nonaudit services:

1. Drafting the financial statements
2. Preparation of certain cash to accrual conversions
3. Preparation of the Data Collection Form

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonaudit service to the Entity, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonaudit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the nonaudit services to be performed. The Entity has agreed that Barry Smith, Director of Finance possesses suitable skill, knowledge or experience and that the individual understands the nonaudit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the Entity agrees to the following:

1. The Entity has designated Barry Smith, Director of Finance as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;

2. Barry Smith, Director of Finance will assume all management responsibilities for subject matter and scope of the drafting the financial statements, preparation of certain cash to accrual conversions and preparation of the Data Collection Form;
3. The Entity will evaluate the adequacy and results of the services performed; and
4. The Entity accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the Entity's management or those charged with governance of the objectives of the nonaudit services, the services to be performed, the Entity's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the nonaudit services. We believe this Engagement Letter documents that understanding.

### Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

### Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus additional fees for the audit of additional federal grants programs, as discussed below. The aggregate professional fees for the services discussed below will be \$46,825. Our fees will be as follows:

Financial Statements	\$ 38,325
Single audit - "normal" programs	<u>8,500</u>
	<u>\$ 46,825</u>

### Single Audit Fees

The fees above assume that we will audit one major program. Should additional major programs be required, the incremental cost per major program will be \$6,000.

Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Entity personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

All matters related to the Entity's adoption of any new standard pursuant to accounting or auditing matters will be accounted for and billed separately.

### Use and Ownership; Access to Audit Documentation

The documentation for this engagement is the property of AGH. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the

cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of AGH audit personnel and at a location designated by our firm.

### **Miscellaneous**

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the Entity agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Entity agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Allen, Gibbs & Houlik, L.C., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Allen, Gibbs, & Houlik, L.C. also has not performed any procedures relating to this [official statement] [memorandum].

Both parties to this agreement have made a substantial investment in their respective employees and depend upon them to generate future profits. Because of this, we agree that neither party (including related affiliates) shall hire, nor solicit for hire, any person employed by the other during the term of the service relationship and for a period of one year after the termination of services. Since our professional standards require that we perform certain additional procedures, on current and previous years engagements, whenever a shareholder or professional employee leaves AGH and is subsequently employed by or associated with the Entity, the Entity agrees it will compensate AGH for any additional costs incurred as a result of the Entity's employment of a shareholder or professional employee of AGH. If the Entity breaches the foregoing provision, Entity agrees to pay AGH within thirty (30) days after demand a placement fee of fifty thousand dollars (\$50,000) to partially compensate AGH for the significant replacement costs, staff development costs, and lost business opportunities.

### **Entire Agreement**

This Engagement Letter, including any exhibits, policies, schedules, and/or other documents expressly incorporated herein by reference or attached hereto, constitutes the entire agreement between AGH and the Entity, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter, including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

### **Conditions and Limitations**

To assist you in understanding the scope of our services and other matters related to the assurance services, please see the attached *Allen, Gibbs & Houlik, L.C. Terms, Conditions and Limitations for Assurance Services*. Our assurance services are expressly subject to these conditions and limitations, and by signing below you will be agreeing to them.

**Electronic Signatures and Counterparts**

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect as a manual signature.

Please sign and return a copy of this Engagement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our services as described above, including our respective responsibilities.

**AGREED TO AND ACKNOWLEDGED BY:**

ALLEN, GIBBS & HOULIK, L.C.



Tara Laughlin  
Senior Vice President, Assurance Services

TJL:lbd

Attachments: Peer Review Report  
Allen, Gibbs & Houlik, L.C. Terms, Conditions and Limitations for Assurance Services

**Acceptance:** Your signature below confirms your understanding that our services will be subject to the current *Allen, Gibbs & Houlik, L.C. Terms, Conditions and Limitations for Assurance Services* in effect at the date you sign this letter, which are attached. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Confirmed on behalf of City of Bel Aire, Kansas:

**ADOPTED** by the Governing Body of the City of Bel Aire, Kansas on this 5th day of May, 2026.

\_\_\_\_\_  
Mayor  
Jim Benage

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Melissa Krehbiel, City Clerk

\_\_\_\_\_  
Maria A. Schrock, City Attorney

## Report on a Firm's System of Quality Control

To the Shareholders and Officers of  
Allen, Gibbs, & Houlik, L.C.  
And the Peer Review Committee of the Oklahoma Society of CPAs:

We have reviewed the system of quality control for the accounting and auditing practice of Allen, Gibbs, & Houlik, L.C. (the firm) in effect for the year ended May 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*; a compliance audit under the Single Audit Act; audits of employee benefit plans; and audits performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Allen, Gibbs, & Houlik, L.C. in effect for the year ended May 31, 2025, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Allen, Gibbs, & Houlik, L.C. has received a peer review rating of *pass*.

***BMSS, LLC***

November 20, 2025

## Terms, Conditions and Limitations for Assurance Services

In the course of providing assurance services, Allen, Gibbs & Houlik, L.C. (AGH) applies customary practices intended to fulfill our professional responsibilities in a cost-effective manner. This document defines our professional responsibilities and the standards that we employ in providing you (“Client”, “Entity”) with our assurance services. We find that by more clearly defining our professional service responsibilities, and your responsibilities as a client of AGH, we can prevent any uncertainties in providing our services. References to the “Engagement Letter” mean the letter or other document describing the scope of our services and the associated fee arrangement to which these Terms are attached. AGH will not accept any other terms and conditions unless Client and AGH have executed a written agreement that specifically supersedes and replaces these terms and conditions. AGH’s acceptance of all agreements related to these services is expressly contingent upon Client’s agreement to these terms and conditions.

### Use of Subcontractors and Third-Party Products

We may, in our sole discretion, use affiliates of ours or qualified third-party service providers, located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information and Personal Information (as such terms are defined below) to them. We may share your information, including Confidential Information and Personal Information, with our Subcontractors, within or outside of the United States; provided that such recipients are bound by obligations of confidentiality. You acknowledge and agree that: (i) our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data, including Confidential Information and Personal Information, outside of the United States and outside of our technology infrastructure and (ii) may also share with us any information concerning you or your affiliates reasonably necessary for us to perform the services requested under this Engagement Letter. We will be responsible to you for the performance of our Subcontractors, solely as related to the services performed under this Engagement Letter, subject to all limitations and disclaimers set forth herein.

We also may provide services to you using certain third-party hardware, software, equipment, or products (collectively, “Third-Party Products” and each, individually, a “Third-Party Product”). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product’s infrastructure and not ours, which may result in the access, transfer, disclosure, storage or processing of such information and data outside of the United States. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, “EULA(s)”) will govern all obligations of the licensor of such Third-Party Product relating to data privacy, storage, recovery, security, and processing within such Third-Party Product’s infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of

such Third-Party Products for the purpose described herein, and you acknowledge and agree that such Entity-provided data and information may be collected, processed, stored, and used by such licensors for benchmarking, analytics, marketing, and other business purposes in support of the Third-Party Product.

To the extent AGH gives the Entity access to a Third-Party Product in connection with the services contemplated herein, the Entity agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Entity shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product by the Entity or any user to whom the Entity grants access to such Third-Party Product. The Entity agrees to indemnify and hold AGH harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product by the Entity or any user to whom the Entity grants access to such Third-Party Product.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, or maintenance. We will not be liable for any damages relating to such limitations, delays, delivery failures, interruptions, errors, or other problems. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

### Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of AGH. For the purposes of this Engagement Letter, the term “Audit Documentation” shall mean the confidential and proprietary records of AGH’s audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by AGH for the Entity under this Engagement Letter, or any documents belonging to the Entity or furnished to AGH by the Entity.

**Terms, Conditions and Limitations for Assurance Services (Continued)**

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable AGH policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter provided by AGH, without substantive modifications thereto. AGH reserves the right to decline a successor auditor's request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Entity, the Entity will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses incurred in responding to such requests.

**Indemnification, Limitation of Liability, and Claim Resolution**

Because AGH will rely on the Entity and its management and Governing Board or equivalent to discharge the foregoing responsibilities, the Entity agrees to indemnify, hold harmless and release AGH and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Entity's management.

**THE ENTITY AND AGH AGREE THAT NO CLAIM ARISING OUT OF, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ENGAGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY AGH OR THE DATE OF THIS ENGAGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL AGH OR THE ENTITY, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A COVERED PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS ENGAGEMENT LETTER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ENGAGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES**

**PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE ENTITY TO AGH UNDER THIS ENGAGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE THE ENTITY OF ITS PAYMENT OBLIGATIONS TO AGH UNDER THIS ENGAGEMENT LETTER.**

**Confidentiality**

AGH and the Entity may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, AGH and the Entity agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, AGH is permitted to disclose the Entity's Confidential Information to AGH's personnel, agents, Subcontractors, and representatives (collectively, the "AGH Parties" and each, individually, an "AGH Party") for the purpose of exercising its rights and fulfilling its obligations hereunder and to comply with applicable laws and professional, regulatory, and/or ethical standards.

"Confidential Information" means, information in any form consisting of: (i) any nonpublic information provided by the Disclosing Party, (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter. Without limiting the generality of the foregoing, the Entity acknowledges and agrees that Audit Documentation constitutes Confidential Information of AGH.

"Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by

**Terms, Conditions and Limitations for Assurance Services (Continued)**

Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Disclosing Party's Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Entity consents to the AGH Parties using any information or data, including Confidential Information and Personal Information, provided by or on behalf of the Entity, or otherwise obtained by AGH, in connection with: (i) the services provided under this Engagement Letter, to provide the Entity with professional services under any other professional services agreement the Entity enters into or has entered into with an AGH Party; and (ii) those professional services provided by an AGH Party under another professional service agreement with the Entity to provide the services under this Engagement Letter to the Entity.

The Entity consents to the AGH Parties using Confidential Information and Personal Information provided by or on behalf of the Entity to: (i) improve the quality of our services and offerings; and/or (ii) develop or perform internal data analysis, business analytics or insights, or other internal insight generation. Information developed in connection with these purposes may be used or disclosed to current or prospective clients to provide services or offerings. The AGH Parties will not use or disclose such Confidential Information or Personal Information in a way that would permit the Entity or an individual to be identified by third parties without your prior written consent.

**Preexisting Nondisclosure Agreements**

In the event that the parties have executed a separate nondisclosure agreement, such agreement shall be terminated as of the effective date of this Engagement Letter and the terms of this Engagement Letter shall apply to the treatment of information shared by the parties hereto.

**Data Protection Compliance**

We take reasonable steps to comply with privacy, cybersecurity, and data protection laws that may apply to Personal Information and Confidential Information we process on behalf of our clients.

AGH and the Entity acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that

neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Prior to disclosing to an AGH Party or the granting of access to an AGH Party, you will identify in writing any personal, technical, or other data, information, or items provided or made accessible to an AGH Party pursuant to this Engagement Letter that may be subject to heightened protections under applicable statutes, regulations, governmental directives or guidance documents, or other legally binding standards relating to privacy, cybersecurity, export controls, controlled unclassified information, and/or data protection, and will ensure compliance with all such requirements. Unless otherwise expressly agreed upon and specified in writing by AGH and the Entity, you shall not disclose to an AGH Party, or provide any AGH Party access to, such data, information, and items, and you shall be responsible for the handling of all such data, information, and items in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

**Electronic Data Communication, Storage, and Client-Provided Internet Access**

If Entity requests or permits AGH to use Entity's Internet access while performing services on Entity's premises, Entity acknowledges and agrees that Entity is solely responsible for the performance, security, and configuration of such Internet access. Entity further acknowledges that certain services require continuous and reliable Internet connectivity, and that interruptions, outages, misconfigurations, or vulnerabilities in Entity's Internet service may affect AGH's ability to perform services or may expose confidential information to unauthorized access.

Entity agrees to indemnify, defend, and hold harmless AGH and any AGH Stakeholders from and against any and all claims, losses, damages, liabilities, or expenses arising from or related to AGH's use of these communication and storage methods or AGH's use of Entity's Internet access including without limitation any claim that AGH's connection to Entity's network resulted in a security breach or other compromise, except to the extent such claims are found to have arisen from the gross negligence or intentional acts of AGH.

## Terms, Conditions and Limitations for Assurance Services (Continued)

### Personal Information

As used herein, the term “Personal Information” means any personal information or data, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to an AGH Party of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

To the extent the California Consumer Privacy Act and the California Privacy Rights Act, including as amended or replaced, and the associated regulations (“CCPA”), are applicable, AGH is a “Service Provider” for the Entity as such term is defined by the CCPA. Limited to the applicability of this paragraph, the terms “Personal Information” (or “PI”) and “Consumer” shall have the same meaning as such terms are defined by the CCPA. The Entity may disclose PI to the AGH Parties solely for (i) a valid and specific business purpose as specified in this Engagement Letter; and (ii) to perform the services in this Engagement Letter. For any PI disclosed to AGH by the Entity, or obtained or accessible by an AGH Party on the Entity’s behalf under this Engagement Letter, we will not (i) “sell” or “share” the PI (as those terms are defined by the CCPA); (ii) retain, use, or disclose PI for any purpose other than for the specific business purpose as specified in this Engagement Letter; or (iii) retain, use or disclose the information outside of the direct business relationship between the parties unless to another service provider as a subcontractor, where the subcontractor meets the requirements for a “Service Provider” under the CCPA. At your written request, and at your cost, we shall reasonably assist you in addressing your obligations under the CCPA with regard to privacy rights requests related to your PI held by us, directly resulting from our business relationship with you. We reserve the right to decline such a request where, as determined in our sole discretion, the request for our assistance could violate or impair a Consumer’s (as that term is defined by the CCPA) rights under the CCPA or another applicable law, regulation, or professional and/or ethical obligation. We will endeavor to understand and comply with the requirements enumerated in (i), (ii), and (iii) above.

### Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any

records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

### Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any loss, damage or expense arising out of or from, or related to, such termination or suspension of our services.

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days’ prior written notice to the other party. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, a legal process, a contractual obligation with a third party, applicable professional or ethical standards, or, in the case of AGH, our client acceptance or retention standards; or (ii) if the other party, or any director, executive, partner or principal thereof, is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List (as defined below).

Neither AGH nor the Entity shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control (each, a “Force Majeure Event”). Force Majeure Events include, but are not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days by a Force Majeure Event; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

**Terms, Conditions and Limitations for Assurance Services (Continued)**

When an engagement has been suspended at the request of management (or those charged with governance) and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Engagement Letter will no longer apply. In order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter .

**Miscellaneous**

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The Entity shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The Entity shall not knowingly cause AGH to violate any sanctions applicable to AGH. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

**Notices**

Unless otherwise expressly agreed upon by the parties in this Engagement Letter, all notices required to be given

hereunder will be in writing and addressed to the party at the business address provided in this Engagement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Engagement Letter) sent by the Entity to AGH shall also be sent to the following address: Allen, Gibbs & Houlik, L.C., attn: Chief Executive Officer, 301 N. Main, Suite 1700, Wichita, Kansas 67202. Except as otherwise expressly provided in this Engagement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

**Dispute Resolution**

We agree that any dispute arising out of, or relating to, this agreement or an interpretation of this agreement that we are not able to resolve ourselves shall be submitted to mediation under the American Arbitration Association's ("AAA") Accounting and Related Services Arbitration Rules and Mediation Procedures before resorting to arbitration, litigation or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in the State of Kansas. The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. Costs and expenses of the mediation shall be borne equally by each of us. If the mediation does not result in an agreement acceptable to all sides, any party may take such other further action as he, she, or it deems advisable under law or equity.

**Governing Law**

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Kansas, without regard to its conflict of law principles, and applicable U.S. federal law.

# MANAGER’S REPORT

**DATE:** April 29, 2026  
**TO:** Mayor Benage and City Council  
**FROM:** Ted Henry, City Manager  
**RE:** May 5, 2026 Agenda



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**Consent Agenda**

In addition to the minutes of the April 17<sup>th</sup> City Council meeting, this agenda also contains development petitions and resolutions for Spring Pines development. The petitions set the upper limit for the costs of the improvements and the Resolutions authorize the improvements. These costs will ultimately be bonded and special assessed to the benefiting lots.

**Appropriations Ordinance**

This appropriation ordinance encompasses 04/15/2026 through 04/28/2026 expenses and one payroll cycle. Expenditures amounted to \$885,962.56. No infrastructure costs for new developments were paid during this period.

**City Requested Appearances:** None.

**SP-26-01- Indoor Retail Store Use**

This special use case was heard at the Planning Commission meeting on April 9<sup>th</sup>. The applicant is requesting a permit for a retail store use in a commercial building where the zoning district doesn't set out retail use. The location is within an existing vacant commercial building at 6315 E. Crestmark Street. The proposed use requires the special use permit approval as required by zoning regulations (Section 18.5.4).

At the April 9, 2026 Planning Commission meeting, the applicant's agent stated that they were in the process of purchasing the building and are seeking approval for the federal firearms licensing process which requires city approval of zoning use. There will be no changes to parking, landscaping, or the building, except for change in building signage. Applicant's agent confirmed that all storage and security updates will be made interior with no change to the exterior of the building. The agent stated that the special use approval was required prior to moving forward with the ATF licensing process. There were no written comments received prior to the hearing and no public appeared at the public hearing. The Planning Commission discussed and asked questions about the requirements of the ATF approval and the LLC process that will occur for the business. The Planning Commission reviewed the general standards for consideration and the criteria for review as set forth for a Conditional Use Permit (Special Use Permit follows this process per code) as set out in 18.5.3 of the Bel Aire City Code. The Planning Commission considered the findings of facts provided in the April 9, 2026, staff report and approved the Special Use Permit 6-0. Professional Planning Staff recommends approval of the application pending the outcome of City Council review and public hearing.

**PUD-26-01 Preliminary PUD Plat**

Warehouse building 1 is currently on Lot 1 Block 1. A permit was submitted to construct warehouse building 2 on Lot 1, Block 2. During the building permit review, City staff requested site and landscaping plans for review. During evaluation of the documents and research of the case history, staff discovered that the previous PUD Agreement and Final Plat case documents did not approve the requested relief contained in documents presented during the preliminary plat stage. Staff suggested that the applicant file a PUD Preliminary Plat for the entire PUD area and provide a detailed relief request for approval.

At the April 9, 2026 Planning Commission meeting, the relief request was discussed. The staff report for that meeting set out the zoning code requirements and relief items being requested by the applicant (that information is included in this packet). The current relief requests were presented in the previous case through preliminary plat documents and the applicant constructed Building 1 following the presented documents per the relief items set out. The applicant is intending to build a total of five (5) warehouse buildings in the PUD to mimic Building 1. Applicant is currently constructing Building 2 under a conditional building permit pending the resolution of this case. At the April 9, 2026, Planning Commission meeting, the Commission discussed concerns about wall pack lighting on the building and the caliper of trees to be planted. The applicant agreed to make suggested updates, and they are reflected in the updated PUD Preliminary Plat documents presented in the agenda packet. Professional Planning Staff recommend APPROVAL of the application pending the outcome of City Council review and the public hearing.

**PUD-26-02 Preliminary PUD plat**

The lot is currently zoned C-1- Neighborhood Commercial Office and Retail and C-2 Planned Unit Commercial Office and Retail District. Lot 5 is located on Woodlawn and 45th which is in line with commercial development zoning for the intersection and suitable for the property. The property was platted in 1953 and has remained vacant since that time. The applicant has requested relief from certain setbacks, landscaping and screening requirements. The Planning Commission held a public hearing regarding this request on April 9, 2026. Paula Downs, Community Development Director, has provided a detailed report in the agenda packet. The landscape and screening relief being requested meets the spirit of the code to provide required screening on the perimeter of the property on the north side. Setback relief will provide appropriate traffic flow on the site and access to the property from Woodlawn and 45th. Professional Planning Staff recommend approval of the application pending the outcome of City Council review and public hearing with the condition that the final drainage plan for the site be approved by the City Engineer.

**Airport Hazard Zoning Ordinance**

The Planning Commission has considered these regulations, and they now come before City Council for final approval. Maria has provided a detailed report in your packet and will be available for any questions.

**Nowak Change Order #1, Hydro-Excavation**

Garver is currently working on the design of the roadway and storm sewer system for 45th Street between Woodlawn and Oliver. When laying out the storm sewer, there are multiple locations where the storm sewer crosses or runs adjacent to existing utilities. The hydro-excavation work will uncover those existing utilities to allow a hard elevation of the top of pipe to be captured and compared to the storm sewer plans. During the hydro-excavation work, Nowak performed an additional pothole to locate a waterline that runs east/west on the west side of Oliver. This additional pothole was brought to the City Engineer’s attention by Garver and approved prior to the additional work being performed. The financing for this project will come from the 45th Street project fund. It is the recommendation of staff to approve the change order for the additional pothole of the water line in the amount of \$1,550.00.

**AGH Engagement Letter for 2025 Annual Audit Services**

On March 23, 2026, the City received its engagement letter from our independent auditors, AGH, for FY2025. The engagement letter outlines the scope of the annual audit, the responsibilities of the auditors, the responsibility of management, and all services included in the annual audit. The engagement letter is signed annually by the Mayor and officially starts the annual auditing process.

The fees for the 2025 Annual Audit are as follows:

Audit and Financial Statements:	\$38,325
Single Audit – “normal” programs:	\$8,500 (BASE Grant)
Total Cost:	\$46,825

The 2026 budget includes \$52,000 for total auditing costs. Staff recommend that the Council approve the engagement letter from AGH for auditing services as of and for the year ending December 31, 2025, and authorize the Mayor to sign.

**Executive Session**

There are two Executive Sessions on the agenda.

**Discussion And Future Issues**

The next scheduled City Council Workshop is May 12<sup>th</sup> at 7:00 p.m.