



**AGENDA**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**December 16, 2025 7:00 PM**



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

**II. ROLL CALL**

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

**III. OPENING PRAYER:** Dr. Robert Lindsted

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

**V. DETERMINE AGENDA ADDITIONS**

**VI. CONSENT AGENDA**

**A.** Approval of Minutes of the December 2, 2025 City Council meeting.

**B.** Approve the Mayor's appointment of Kent Koehler to the Sedgwick County Fire District No. 1 Steering Committee.

**C.** Approve Renewal of Cereal Malt Beverage License for DG Retail, LLC dba Dollar General, for sales of Cereal Malt Beverages in original and unopened containers.

**D.** Approve Renewal of Cereal Malt Beverage License for Seiko, LLC dba Mirai Ramen & Sushi, for sales of Cereal Malt Beverages for consumption on the premises.

**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. 25-23 in the amount of \$2,127,910.28.

**Action:** Motion to (approve / deny / table) Appropriations Ordinance No. 25-23.

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

## VIII. CITY REQUESTED APPEARANCES

- IX. PUBLIC HEARING:** Anyone wishing to address the City Council related to the proposed 2025 Budget Amendment are asked to complete a "Request to Speak" card and present it to the City Clerk prior to the start of the meeting. When called on by the Mayor, please move to the podium and state your name & address so that you can be clearly heard by the viewing public as well as the Governing Body. Comments are limited to three (3) minutes unless additional time is granted by the Mayor.

**A. Public Hearing on the proposed 2025 City of Bel Aire Budget Amendment.**

Action: Motion to close the public hearing.

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

- X. 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.*

## XI. REPORTS

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

## XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

**A. Consideration of the City of Bel Aire 2025 Budget Amendment.**

**Action:** Motion to (Adopt / Deny / Table) the City of Bel Aire 2025 Budget Amendment (As Presented / As Amended), and request all governing body members in attendance to sign the amended budget certificate for calendar year 2025.

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

**B. Consideration of An Ordinance Authorizing The City Of Bel Aire, Kansas To Issue Its Taxable Industrial Revenue Bonds, Series 2025C (Bel Aire Secure Storage, LLC Phase 2) For The Purpose Of The Acquisition, Construction And Equipping Of A Storage Facility; And Authorizing Other Related Documents And Actions.**

**Action:** Motion to (adopt / deny / table) An Ordinance Authorizing The City Of Bel Aire, Kansas To Issue Its Taxable Industrial Revenue Bonds, Series 2025C (Bel Aire Secure Storage, LLC Phase 2) For The Purpose Of The Acquisition, Construction And Equipping Of A Storage Facility; And Authorizing Other Related Documents And Actions, and authorize all required signatures.

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

**C. Consideration of A Resolution Updating the Fee Schedule for 2026, Relating to Service, License, and Permit Fees.**

**Action:** Motion to (Adopt / Deny / Table) A Resolution Updating the Fee Schedule for 2026 (As Presented / As Amended), and authorize the Mayor to sign.

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

**D. Consideration of a Real Estate Purchase Agreement by and between Premier Holdings LLC for real property described as 3807 N Harding Ave Bel Aire, KS 67220**

**Action:** Motion to (approve / deny / table) the Real Estate Purchase Agreement by and between Premier Holdings LLC for real property described as 3807 N Harding Ave Bel Aire, KS 67220, and authorize the Mayor to sign.

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

**E. Consideration of A Resolution Declaring The Legal Boundaries of the City of Bel Aire, Kansas, as of 12/31/25, pursuant to KSA 12-517.**

**Action:** Motion to (Adopt / Deny / Table) A Resolution Declaring the Legal Boundaries of the City, and authorize the Mayor to sign.

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

**XIII. 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 \_\_\_\_\_

**XIV. DISCUSSION AND FUTURE ISSUES**

**A. Phase 1 Bicycle and Pedestrian Trail Concept**

**XV. ADJOURNMENT**

**Action:** Motion to adjourn.

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

*Additional Attachments:*

**A. Public Works Report - November 2025**

B. Recreation Activities Report – November 2025

C. City Manager's Report - December 16, 2025

**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.belaireks.gov](http://www.belaireks.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  
December 02, 2025 7:00 PM



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

**II. ROLL CALL**

Councilmembers Greg Davied, Tyler Dehn and John Welch were present. Councilmembers Emily Hamburg and Tom Schmitz were absent.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, Director of Finance Barry Smith, Community Development Director Paula Downs, City Clerk Melissa Krehbiel, and City consultant Lance Onstott of Professional Engineering Consultants.

**III. OPENING PRAYER:** Mark Posson 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 November 18, 2025 City Council meeting.**
- B. Accept the Mayor's appointment of Shome Brata to Seat 3 of the Utility Advisory Committee, term ending on August 1, 2028.**
- C. Accept the Mayor's appointment of Jim Benage to serve as a Commissioner to the Chisholm Creek Utility Authority, term beginning 12/02/2025 and ending 12/07/2027.**
- D. Accept the Mayor's appointment of Greg Davied to serve as a Commissioner to the Chisholm Creek Utility Authority, term beginning 12/02/2025 and ending 12/07/2027.**
- E. Accept the Mayor's Appointment of Mike Proctor to serve as an Alternate Commissioner of the Chisholm Creek Utility Authority, term beginning December 2, 2025 and ending December 7, 2027. This appointment will replace Tom Schmitz.**

**MOTION:** Councilmember Dehn moved to approve the Consent Agenda as listed and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 3-0.***

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

### **A. Consideration of Appropriations Ordinance No. 25-22 in the amount of \$2,478,489.39.**

**MOTION:** Councilmember Davied to moved approve Appropriations Ordinance No. 25-22. Councilmember Dehn seconded the motion. ***Motion carried 3-0.***

## **VIII. OATH OF OFFICE FOR NEWLY ELECTED COUNCIL MEMBERS**

Brandon McIntosh and Mike Proctor took the Oath and were seated with the Council.

## **IX. ROLL CALL OF NEW COUNCIL**

Councilmembers Greg Davied, Tyler Dehn, Brandon McIntosh, and Mike Proctor were present. Councilmember Emily Hamburg was absent.

## **X. CITY REQUESTED APPEARANCES:** None.

## **XI. CITIZEN CONCERNS:** No one spoke.

## **XII. REPORTS**

### **A. Council Member Reports**

Councilmember Dehn noted that the Christmas in Bel Aire event is this weekend and encouraged people to attend.

Councilmember Davied reported on the latest meeting of the Chisholm Creek Utility Authority (CCUA).

Councilmembers Proctor and McIntosh said they are excited to serve on the Council.

### **B. Mayor's Report**

Mayor Benage reported on the latest meetings of CCUA, the Bel Aire Utility Advisory Committee, the K-254 Corridor Development Association, and the South Central Kansas Transportation Coalition. He noted that KDOT will hold a public meeting in January or February to present conceptual ideas for K-254 improvements; he encouraged the public to attend.

### **C. City Attorney Report**

City Attorney Maria Schrock reported on upcoming efforts to improve Bel Aire's KORA processes and training in 2026 and a recent example of a KORA violation in Haysville.

## D. City Manager Report

City Manager Ted Henry gave a presentation about Bel Aire's recent historic growth and projected growth.

## XIII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

### A. Consideration of approving publication of Notice of Public Hearing for a 2025 Budget Amendment and schedule a public hearing for the December 16, 2025 City Council Meeting.

**MOTION:** Councilmember Davied moved to approve publication of Notice of Public Hearing for a 2025 Budget Amendment and schedule a public hearing for the December 16, 2025 City Council Meeting. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

### B. (VAC-25-03) Consideration of An Ordinance Approving the Recommendation of The Bel Aire Planning Commission Recommending a Vacation Request in the City to Vacate a Portion of a Drainage and Utility Easement, and A Platted Joint Access Easement, on Lots 1-3, Block B, Lycee Addition, Generally Located at the Northeast Corner of Rock Road and Lycee Street.

Mayor Benage began the hearing proceedings. He noted that on October 23, 2025 Notice of Public Hearing regarding this case was published in the official city newspaper, and mailed to property owners within 200 ft. of the subject property.

All members of the governing body who were present confirmed that they do not have any conflict of interest in this case and that they have not received any ex-parte communication. The City Clerk confirmed that no protest petitions and no written objections were received.

All governing body members confirmed that they had received and read the draft Planning Commission minutes of November 13, 2025, which include a summary of the hearing for this case.

Paula Downs, Director of Community Development, provided a staff report and stood for questions from the Council. Staff confirmed that no written communications were received regarding this case.

Thomas Joyce with Baughman spoke on behalf of the applicant. He explained that the applicant has a new development planned that is different from what was previously platted. In order to move forward with the new development plan, the easements need to be vacated. The Council did not ask any questions. No others requested to speak.

Councilmember Dehn asked Ms. Downs to explain the easement and platting process for the benefit of the viewing public. Ms. Downs explained the process and stated that in this case the easements in question are not being used by the utilities.

No others requested to speak, and the Mayor therefore closed the public hearing.

Following the public hearing the Mayor verbally reviewed the Vacation Review Criteria listed in the staff report in support of approving the request:

1. Notice of petition to vacate and notice of the public hearing has been given in accordance with state law.
2. No private rights will be injured or endangered if the vacation is granted.
3. The public will suffer no loss or inconvenience if the vacation is granted.
4. In justice to the petitioner(s) the vacation should be granted.

Councilmember Dehn said he believed the four criteria had been confirmed in this case.

**MOTION:** Councilmember Dehn moved to approve the findings of fact and recommendation of the Planning Commission for VAC-25-03, Adopt the Ordinance as Presented, and authorize the Mayor to sign. Councilmember McIntosh seconded the motion.

Roll Call Vote:

Greg Davied – <u>Aye</u>	Tyler Dehn – <u>Aye</u>	Emily Hamburg – [ <u>Absent</u> ]
Brandon McIntosh – <u>Aye</u>	Mike Proctor – <u>Aye</u>	Mayor Jim Benage – <u>Aye</u>

**Motion carried 5-0.**

**C. Consideration Of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending Approval Of The Bel Aire 2035 Comprehensive Plan for Bel Aire, Kansas.**

**MOTION:** Councilmember Proctor moved to Approve the recommendation of the Planning Commission, Adopt the Ordinance Approving the Bel Aire 2035 Comprehensive Plan, and authorize the Mayor to sign. Councilmember Dehn seconded the motion.

Roll Call Vote:

Greg Davied – <u>Aye</u>	Tyler Dehn – <u>Aye</u>	Emily Hamburg – <u>Absent</u>
Brandon McIntosh – <u>Aye</u>	Mike Proctor – <u>Aye</u>	Mayor Jim Benage – <u>Aye</u>

**Motion carried 5-0.**

**D. Consideration of a Resolution Establishing Bylaws of the Board of Zoning Appeals.**

**MOTION:** Councilmember Davied moved to Adopt A Resolution Establishing Bylaws of the Board of Zoning Appeals As Presented and authorize the Mayor to sign. Councilmember Dehn seconded the motion. **Motion carried 4-0.**

**E. Consideration Of A Funding Agreement With Sedgwick County For The Bel Aire Senior Center.**

**MOTION:** Councilmember Davied moved to approve an \$18,000.00 Funding Agreement between Sedgwick County and the City of Bel Aire, for the Bel Aire Senior

Center, and authorize the Mayor to sign. Councilmember Proctor seconded the motion.  
***Motion carried 4-0.***

**XIV. EXECUTIVE SESSION:** None

**XV. DISCUSSION AND FUTURE ISSUES**

**A. City Council Workshop - December 9, 2025 at 7:00 p.m.?**

City Manager Ted Henry requested to change the workshop start time to 6:00 p.m. and schedule a 5 pm tour of the new Public Works facility for the City Council on December 9<sup>th</sup>. There was general agreement from the Council. No formal action was taken.

**XVI. ADJOURNMENT**

**MOTION:** Councilmember Dehn moved to adjourn. Councilmember Davied seconded the motion. ***Motion carried 4-0.***

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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



**DATE:** Tuesday, December 16, 2025  
**TO:** Mayor and City Council  
**FROM:** City Attorney  
**SUBJECT:** Issuance of 2026 Cereal Malt Beverage (CMB) License for DG Retail, LLC and Seiko, LLC

**Background:** Vendors of cereal malt beverages (CMB) are required to be licensed by the City. Two (2) applications for CMB licenses have been received for calendar year 2026. Both are currently licensed for 2025.

- DG Retail, LLC
- Seiko, LLC

The Kansas Department of Revenue (KDOR) provides a Handbook for Cereal Malt Beverage Retailers, that provides guidance for the licensure process. The application for a CMB retailer's license is submitted on a form prepared by the Attorney General's Office. City staff use the KDOR and Attorney General's Office as resources, for questions and updates.

**Discussion:** The applicants and applications have been reviewed by the Police Chief, Sedgwick County Fire Department, and city staff. Approval is recommended.

**Financial Considerations:** The applicant bears all financial costs for fees required by statute, K.S.A. 41-2701 et seq.

**Legal Considerations:** An ordinance is not required. If a business does not receive a new license by January 1, 2026, that business must cease cereal malt beverage sales on December 31, 2025. Licenses are not transferable from one person to another.

**Recommendation/Actions:** It is recommended that City Council approve the issuance of cereal malt beverage licenses for 2026, for the (2) applicants listed above.

**Attachments:** Applications

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEV

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of BEL AIRE

Place on

Section VI, Item C.

C50936

## SECTION 1 - LICENSE TYPE

10/23/25

Check One: ☐ New License ☒ Renew License ☐ Special Event Permit

Check One:

☐ License to sell cereal malt beverages for consumption on the premises.

☒ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

## SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 00436477242F

I have registered as an Alcohol Dealer with the TTB. ☒ Yes (required for new application)

Name of Corporation **DG Retail, LLC**

FEIN 36-4577242

Corporation Street Address **100 Mission Ridge**

Corporation City

State

Zip Code

**Goodlettsville TN 37072**

Date of Incorporation **7/15/2005**

Articles of Incorporation are on file with the Secretary of State.

☒ Yes

☐ No

Resident Agent Name

Phone No.

Residence Street Address

City

State

Zip Code

## SECTION 3 - LICENSED PREMISE

Licensed Premise  
(Business Location or Location of Special Event)

Mailing Address  
(If different from business address)

DBA Name **Dollar General Store# 21238**

Name **Dollar General Store 21238**

Business Location Address **4554 N WOODLAWN AVE**

Address **100 Mission Ridge Attn: Tax Dept**

City **BEL AIRE**

State **KS**

Zip **67220-3839**

City **Goodlettsville TN 37072**

State

Zip

Email Address(s) Please separate values with a comma.

Business Phone No.

☐ Applicant owns the proposed business location.

☒ Applicant does not own the proposed business location.

Business Location Owner Name(s) **HIGHLAND VENTURES RE LLC**

## SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse\*, if applicable. Attach additional pages if necessary.

Name **DG Retail, LLC**

Position **Owner**

Date of Birth

Residence Street Address **100 Mission Ridge**

City **Goodlettsville TN**

State

Zip Code  
**37072**

Spouse Name

Position

Date of Birth

Residence Street Address

City

State

Zip Code

Name

Position **CEO**

Date of Birth

Residence Street Address

City

State

Zip Code

Spouse Name **N/A**

Position

Age

Residence Street Address

City

State

Zip Code

Name

Position **VP**

Date of Birth

Residence Street Address

City

State

Zip Code

Spouse Name **N/A**

Position

Age

Residence Street Address

City

State

Zip Code

OCT 22 2025



**SECTION 5- MANAGER OR AGENT INFORMATION**

My place of business or special event will be conducted by a manager or agent.

☒ Yes ☐ No

If yes, provide the following:

Manager/Agent Name

Date of Birth

Residence Street Address

Zip Code

**Manager or Agent Spousal Information\***

Spouse Name N/A

Phone No.

Date of Birth

Residence Street Address

City and State

Zip Code

**SECTION 6 - QUALIFICATIONS FOR LICENSURE**

Applies to each partner or member of a firm or association AND their spouses\*. Enter lowest residency length number\*\*.

Are all persons identified in Sections 4 &amp; 5 Citizens of the United States\*?

☒ Yes ☐ No

Is the person identified in Section 5 currently a resident of Kansas\*?

☒ Yes ☐ No

All persons identified in Sections 4 &amp; 5 are at least 21 years old\*?

☒ Yes ☐ No

All persons in Sections 4 &amp; 5 have been a Kansas resident for at least 42 YRS years prior to submitting this application.\*\*

Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 &amp; 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes\*:

(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?

☐ Yes ☒ No

Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?

☐ Yes ☒ No

Has the spouse of any partner or member ever been convicted of any of the crimes identified in -Section 6 during the time the partner or member held a CMB license?

☐ Yes ☒ No**SECTION 7 - DURATION OF SPECIAL EVENT**

Start Date

Time

☐ AM ☐ PM

End Date

Time

☐ AM ☐ PM

Proceed to Section 8 on the next page.



**SECTION 8 - LICENSED PREMISE**

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: ☒ 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Chris ClardyDATE 10-1-25

## FOR CITY/COUNTY OFFICE USE ONLY:

☐ License Fee Received Amount \$ 50.00 Date 12/03/2025  
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

☒ \$25 CMB Stamp Fee Received Date 10-22-25 lll

☒ Background Investigation ☐ Completed Date 12/16/2025 ☒ Qualified ☐ Disqualified

☒ Verified applicant has registered with the TTB as an Alcohol Dealer

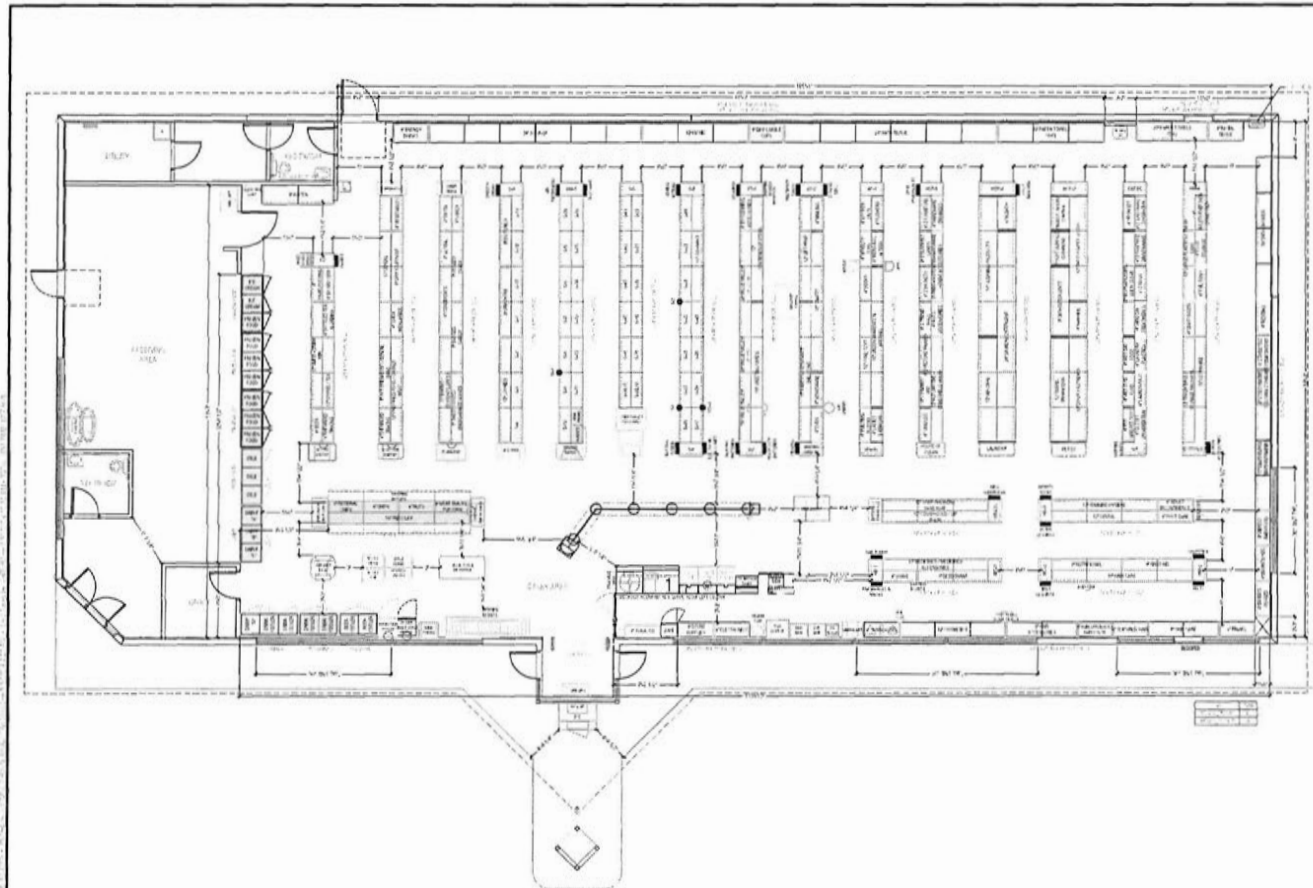
☐ New License Approved Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

☐ License Renewed Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

☐ Special Event Permit Approved Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

\* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)



# **DOLLAR GENERAL**

DRAWING HISTORY		
DATE	BY	BY
02/25/22	CDD	
DATE	BY	
(1) 03/11/22	A/J	
(2) 10/18/23	TKB	
(3) 01/16/24	SRL	
(4) 04/12/24	SRL	
(5) 07/30/24	ACB	
(6)		
(7)		
(8)		
(9)		
(10)		
(11)		

PROJECT TYPE	REMODEL
FORMAT TYPE	DG18
PLAN TYPE	CONV
LAYOUT TYPE	NCI
LAYOUT TYPE DETAIL	NCI-22 LITE
LP DESCRIPTION	STANDARD ENHANCED
ISSUE DATE	04/04/22
ASILEY FLOOR SQ. FT.	6,680
WAREHOUSE SQ. FT.	845
TOTAL SQ. FT.	8,276
CLEAR HEIGHT	10'-6"
LIGHT HEIGHT	N/A
SEASONAL SECTION	43
SECTION COUNT	291
TOTAL COUNT	40
STORE NUMBER	21238
ADDRESS	4554 N WOODLAWN AVE
CITY	BEL AIRE
STATE	KS
ZIP	67220
STORE PLANNING HOTLINE	(615) 855-5385

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BE

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of Bel Aire.

Place on

Section VI, Item D.

C51124

## SECTION 1 - LICENSE TYPE

Check One: ☐ New License ☒ Renew License ☐ Special Event Permit

Check One:

☒ License to sell cereal malt beverages for consumption on the premises.

☐ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

## SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 786 4986

I have registered as an Alcohol Dealer with the TTB. ☒ Yes (required for new application)

Name of Corporation Seiko LLC.

FEIN 92-1294136.

Corporation Street Address 6254 E 37<sup>th</sup> ST N, Ste 180

Corporation City Bel Aire

State KS

Zip Code 67220.

Date of Incorporation

Articles of Incorporation are on file with the Secretary of State.

☐ Yes ☐ No

Resident Agent Name

Phone No.

Residence Street Address

City

State

Zip Code

## SECTION 3 - LICENSED PREMISE

Licensed Premise  
(Business Location or Location of Special Event)

Mailing Address  
(If different from business address)

DBA Name Mirai Ramen & Sushi

Name

Business Location Address 6254 E 37<sup>th</sup> ST N STE 180

Address

City Bel Aire.

State KS

Zip 67220

City

State

Zip

Email Address(s) Please separate values with a comma.

Business Phone No.

☐ Applicant owns the proposed business location.

☒ Applicant does not own the proposed business location.

Business Location Owner Name(s) Bel Pointe llc.

## SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse\*, if applicable. Attach additional pages if necessary.

Name	Position	Date of Birth
[REDACTED]	<u>Owner</u>	[REDACTED]
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
[REDACTED]	[REDACTED]	<u>1/20/89</u>
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
[REDACTED]	<u>Owner</u>	[REDACTED]
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
[REDACTED]	[REDACTED]	[REDACTED]
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
[REDACTED]	<u>Owner</u>	[REDACTED]
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
[REDACTED]	[REDACTED]	[REDACTED]
Residence Street Address	City	State Zip Code

**SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)**

Section VI, Item D.

Name	[REDACTED]		Position	owner		Date of Birth	[REDACTED]
Residence Street Address	[REDACTED]		City	[REDACTED]	State	[REDACTED]	Zip Code
Spouse Name	[REDACTED]		Position			Date of Birth	[REDACTED]
Residence Street Address	[REDACTED]		City	[REDACTED]	State	[REDACTED]	Zip Code
Name	[REDACTED]		Position	owner		Date of Birth	[REDACTED]
Residence Street Address	[REDACTED]		City	[REDACTED]	State	[REDACTED]	Zip Code
Spouse Name	[REDACTED]		Position			Date of Birth	[REDACTED]
Residence Street Address	[REDACTED]		City	[REDACTED]	State	[REDACTED]	Zip Code
Name			Position			Date of Birth	
Residence Street Address			City		State		Zip Code
Spouse Name			Position			Date of Birth	
Residence Street Address			City		State		Zip Code
Name			Position			Date of Birth	
Residence Street Address			City		State		Zip Code
Spouse Name			Position			Date of Birth	
Residence Street Address			City		State		Zip Code
Name			Position			Date of Birth	
Residence Street Address			City		State		Zip Code
Spouse Name			Position			Date of Birth	
Residence Street Address			City		State		Zip Code
Name			Position			Date of Birth	
Residence Street Address			City		State		Zip Code
Spouse Name			Position			Date of Birth	
Residence Street Address			City		State		Zip Code
Name			Position			Date of Birth	
Residence Street Address			City		State		Zip Code
Spouse Name			Position			Date of Birth	
Residence Street Address			City		State		Zip Code
Name			Position			Date of Birth	
Residence Street Address			City		State		Zip Code
Spouse Name			Position			Date of Birth	
Residence Street Address			City		State		Zip Code



**SECTION 5 – MANAGER OR AGENT INFORMATION**

Section VI, Item D.

My place of business or special event will be conducted by a manager or agent.

☒ Yes ☐ No

If yes, provide the following:

Manager/Agent Name	Phone No.	Date of Birth
Residence Street	City and State	Zip Code

**Manager or Agent Spousal Information\***

Spouse Name	Phone No.	Date of Birth
Residence Street Address	City and State	Zip Code

**SECTION 6 – QUALIFICATIONS FOR LICENSURE**

Applies to each partner or member of a firm or association AND their spouses\*. Enter lowest residency length number\*\*.

Are all persons identified in Sections 4 & 5 Citizens of the United States\*? ☐ Yes ☒ NoIs the person identified in Section 5 currently a resident of Kansas\*? ☒ Yes ☐ NoAll persons identified in Sections 4 & 5 are at least 21 years old\*? ☒ Yes ☐ No

All persons in Sections 4 &amp; 5 have been a Kansas resident for at least 4 years prior to submitting this application.\*\*

Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 &amp; 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes\*:

(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?

☐ Yes ☒ No

Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?

☐ Yes ☒ No

Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?

☐ Yes ☒ No**SECTION 7 – DURATION OF SPECIAL EVENT**

Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

**SECTION 8 – LICENSED PREMISE**

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: ☐ 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the partnership/firm/association to complete this application. (K.S.A. 52-601)

SIGNATURE

DATE

10/23/25.

## FOR CITY/COUNTY OFFICE USE ONLY:

☒ License Fee Received Amount \$ 200 Date 11/13/2025  
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

☒ \$25 CMB Stamp Fee Received Date 10-27-25 BP

☒ Background Investigation

☒ Completed Date 12/02/2025

☒ Qualified ☐ Disqualified

☒ Verified applicant has registered with the TTB as an Alcohol Dealer

☐ New License Approved

Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

☐ License Renewed

Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

☐ Special Event Permit Approved

Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

\* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)





City of Bel Aire, KS

**AP** Section VII, Item A.  
**By Vendor DBA**

Payment Dates 11/26/2025 - 12/9/2025

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor DBA: 1519 -</b>					
ADOBE, INC	ACROBAT PRO SUBSCRIPTION	11/25/2025	11/26/2025		182.32
<b>Vendor DBA 1519 - ADOBE, INC Total:</b>					<b>182.32</b>
<b>Vendor DBA: 0178 -</b>					
AFLAC	EMPLOYEE MONTHLY PREMI...	12/04/2025	12/01/2025		514.68
AFLAC	EMPLOYEE MONTHLY PREMI...	12/04/2025	12/01/2025		138.08
AFLAC	EMPLOYEE MONTHLY PREMI...	12/04/2025	12/01/2025		131.04
<b>Vendor DBA 0178 - AFLAC Total:</b>					<b>783.80</b>
<b>Vendor DBA: 2122 -</b>					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	11/24/2025	11/26/2025		19.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	11/24/2025	11/26/2025		11.70
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	11/24/2025	11/26/2025		23.40
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	11/24/2025	11/26/2025		23.40
<b>Vendor DBA 2122 - AIR CAPITOL EXTERMINATING Total:</b>					<b>78.00</b>
<b>Vendor DBA: 0054 - AT&amp;T GLOBAL NETWORK</b>					
AT&T GLOBAL NETWORK	INTERNET BACKUP	12/04/2025	11/29/2025		174.00
<b>Vendor DBA 0054 - AT&amp;T GLOBAL NETWORK Total:</b>					<b>174.00</b>
<b>Vendor DBA: 2110 -</b>					
AXON ENTERPRISES, INC	VIDEO STORAGE EQUIPMENT-...	11/25/2025	11/26/2025		2,904.58
AXON ENTERPRISES, INC	2026 BODY CAM VIDEO STOR...	11/25/2025	11/26/2025		14,307.86
<b>Vendor DBA 2110 - AXON ENTERPRISES, INC Total:</b>					<b>17,212.44</b>
<b>Vendor DBA: 1132 - CDW-G</b>					
CDW-G	COMPUTER PURCHASE	11/25/2025	11/26/2025		2,384.75
<b>Vendor DBA 1132 - CDW-G Total:</b>					<b>2,384.75</b>
<b>Vendor DBA: T1110 -</b>					
COMPLETE KEY AND LOCK	LOCK & KEY REPAIR & REPLACE	12/03/2025	12/04/2025		130.00
<b>Vendor DBA T1110 - COMPLETE KEY AND LOCK Total:</b>					<b>130.00</b>
<b>Vendor DBA: 2062 -</b>					
CORE & MAIN LP	WATER METER SUPPLIES	11/25/2025	11/26/2025		3,878.40
<b>Vendor DBA 2062 - CORE &amp; MAIN LP Total:</b>					<b>3,878.40</b>
<b>Vendor DBA: 1798 -</b>					
CRAFCO, INC	EQUIP/STREET REPAIR	11/25/2025	11/26/2025		458.46
CRAFCO, INC	MATERIALS/SUPPLIES-STREET...	11/25/2025	11/26/2025		4,158.00
<b>Vendor DBA 1798 - CRAFCO, INC Total:</b>					<b>4,616.46</b>
<b>Vendor DBA: 1518 -</b>					
CREATIVE AWARDS & SCREEN...	CRYSTAL AWARDS	12/02/2025	12/04/2025		204.00
<b>Vendor DBA 1518 - CREATIVE AWARDS &amp; SCREEN PRINT Total:</b>					<b>204.00</b>
<b>Vendor DBA: T1406 -</b>					
CROSSLAND CONSTRUCTION ...	CONSTRUCTION-PW BLDG	11/24/2025	11/26/2025	001-8886	879,041.70
<b>Vendor DBA T1406 - CROSSLAND CONSTRUCTION CO, INC. Total:</b>					<b>879,041.70</b>
<b>Vendor DBA: 0032 -</b>					
DELTA DENTAL PLAN of KANS...	12/25 MONTHLY PREMIUM	12/04/2025	12/01/2025		2,289.65
DELTA DENTAL PLAN of KANS...	12/25 MONTHLY PREMIUM	12/04/2025	12/01/2025		253.82
DELTA DENTAL PLAN of KANS...	12/25 MONTHLY PREMIUM	12/04/2025	12/01/2025		335.70
<b>Vendor DBA 0032 - DELTA DENTAL PLAN of KANSAS Total:</b>					<b>2,879.17</b>
<b>Vendor DBA: 0214 -</b>					
DIGITAL OFFICE SYSTEMS - DOS PD COPIER OVERAGE		11/25/2025	11/26/2025		81.04
DIGITAL OFFICE SYSTEMS - DOS PD COPIER OVERAGE		12/03/2025	12/04/2025		64.05
<b>Vendor DBA 0214 - DIGITAL OFFICE SYSTEMS - DOS Total:</b>					<b>145.09</b>



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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor DBA: 3039 -</b>					
ELIZABETH RACER	REFUND/RECORD REQUEST	12/02/2025	12/04/2025		189.04
<b>Vendor DBA 3039 - ELIZABETH RACER Total:</b>					<b>189.04</b>
<b>Vendor DBA: 3013 -</b>					
EMILY HURT	YOUTH SPORTS OFFICIAL	12/02/2025	12/04/2025		105.00
<b>Vendor DBA 3013 - EMILY HURT Total:</b>					<b>105.00</b>
<b>Vendor DBA: 1802 -</b>					
EMPOWER RETIREMENT 457	457 CITY MANAGER	12/04/2025	12/04/2025		540.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	12/04/2025	12/04/2025		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	CP STREET LIGHTS	12/04/2025	12/04/2025		60.23
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	12/04/2025	12/04/2025		28.94
EVERGY KANSAS CENTRAL INC	FOUNTAINS	12/04/2025	12/04/2025		228.71
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	12/04/2025	12/04/2025		29.70
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	12/04/2025	12/04/2025		60.88
EVERGY KANSAS CENTRAL INC	LIFT STATION	12/04/2025	12/04/2025		773.26
EVERGY KANSAS CENTRAL INC	FOUNTAINS	12/04/2025	12/04/2025		140.41
EVERGY KANSAS CENTRAL INC	LIFT STATION	12/04/2025	12/05/2025		28.86
EVERGY KANSAS CENTRAL INC	POOL	12/04/2025	12/04/2025		38.55
EVERGY KANSAS CENTRAL INC	MAINT SHOP	12/04/2025	12/04/2025		165.44
EVERGY KANSAS CENTRAL INC	MAINT SHOP	12/04/2025	12/04/2025		99.26
EVERGY KANSAS CENTRAL INC	MAINT SHOP	12/04/2025	12/04/2025		198.52
EVERGY KANSAS CENTRAL INC	MAINT SHOP	12/04/2025	12/04/2025		198.52
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	11/28/2025	12/04/2025		55.87
EVERGY KANSAS CENTRAL INC	LIFT STATION	12/04/2025	12/04/2025		80.55
EVERGY KANSAS CENTRAL INC	LIFT STATION	12/04/2025	12/04/2025		203.62
EVERGY KANSAS CENTRAL INC	REC	12/04/2025	12/04/2025		31.13
EVERGY KANSAS CENTRAL INC	WATER TOWER	12/04/2025	12/05/2025		369.50
EVERGY KANSAS CENTRAL INC	REC	12/04/2025	12/04/2025		392.03
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	12/04/2025	12/04/2025		31.79
EVERGY KANSAS CENTRAL INC	LIFT STATION	12/04/2025	12/04/2025		410.14
EVERGY KANSAS CENTRAL INC	CITY HALL	12/04/2025	12/04/2025		1,445.57
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	12/04/2025	12/04/2025		35.98
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	12/04/2025	12/04/2025		103.43
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	12/04/2025	12/04/2025		65.38
EVERGY KANSAS CENTRAL INC	LIFT STATION	12/05/2025	12/04/2025		266.95
EVERGY KANSAS CENTRAL INC	SPRINKLER	12/04/2025	12/04/2025		28.93
EVERGY KANSAS CENTRAL INC	FOUNTAINS	12/04/2025	12/04/2025		28.86
EVERGY KANSAS CENTRAL INC	WATER TOWER	12/04/2025	12/04/2025		318.56
<b>Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:</b>					<b>5,919.57</b>
<b>Vendor DBA: 2654 -</b>					
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	11/25/2025	11/26/2025		340.77
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	11/25/2025	11/26/2025		722.45
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	11/25/2025	11/26/2025		251.97
<b>Vendor DBA 2654 - EXPERT AUTO CENTER Total:</b>					<b>1,315.19</b>
<b>Vendor DBA: 0587 - FEDEX EXPRESS</b>					
FEDEX EXPRESS	WATER SAMPLES	12/03/2025	12/04/2025		72.04
<b>Vendor DBA 0587 - FEDEX EXPRESS Total:</b>					<b>72.04</b>
<b>Vendor DBA: 2686 -</b>					
FELIX'S LANDSCAPING-IRRIGAT..	IRRIGATION REPAIR	12/03/2025	12/04/2025		170.00
FELIX'S LANDSCAPING-IRRIGAT..	IRRIGATION REPAIR	12/03/2025	12/04/2025		290.00
FELIX'S LANDSCAPING-IRRIGAT..	IRRIGATION REPAIR	12/03/2025	12/04/2025		170.00
FELIX'S LANDSCAPING-IRRIGAT..	IRRIGATION REPAIR	12/03/2025	12/04/2025		240.00
<b>Vendor DBA 2686 - FELIX'S LANDSCAPING-IRRIGATION Total:</b>					<b>870.00</b>
<b>Vendor DBA: 0010 -</b>					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	12/04/2025	12/04/2025		12,593.20
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	12/04/2025	12/04/2025		284.60

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FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	12/04/2025	12/04/2025		1,214.06
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	12/04/2025	12/04/2025		1,289.06
FICA/FEDERAL W/H	FEDERAL W/H TAXES	12/04/2025	12/04/2025		7,793.58
FICA/FEDERAL W/H	FEDERAL W/H TAXES	12/04/2025	12/04/2025		140.61
FICA/FEDERAL W/H	FEDERAL W/H TAXES	12/04/2025	12/04/2025		610.29
FICA/FEDERAL W/H	FEDERAL W/H TAXES	12/04/2025	12/04/2025		882.56
FICA/FEDERAL W/H	MEDICARE/FICA	12/04/2025	12/04/2025		2,945.16
FICA/FEDERAL W/H	MEDICARE/FICA	12/04/2025	12/04/2025		66.56
FICA/FEDERAL W/H	MEDICARE/FICA	12/04/2025	12/04/2025		284.02
FICA/FEDERAL W/H	MEDICARE/FICA	12/04/2025	12/04/2025		301.38
Vendor DBA 0010 - FICA/FEDERAL W/H Total:					28,405.08
<b>Vendor DBA: 0116 -</b>					
GILMORE & BELL	PROFESSIONAL SERVICES	11/25/2025	11/26/2025	028-8802	25,270.00
GILMORE & BELL	COST OF ISSUANCE-PROFESSI...	11/25/2025	11/26/2025	027-8802	43,270.00
Vendor DBA 0116 - GILMORE & BELL Total:					68,540.00
<b>Vendor DBA: 2599 - HALL'S CULLIGAN WATER</b>					
HALL'S CULLIGAN WATER	WATER SERVICE - PD	11/25/2025	11/26/2025		23.00
HALL'S CULLIGAN WATER	WATER SERVICE-CH	11/25/2025	11/26/2025		42.00
HALL'S CULLIGAN WATER	WATER SERVICE - PW	11/25/2025	11/26/2025		8.71
HALL'S CULLIGAN WATER	WATER SERVICE - PW	11/25/2025	11/26/2025		8.72
HALL'S CULLIGAN WATER	WATER SERVICE - PW	11/25/2025	11/26/2025		8.71
HALL'S CULLIGAN WATER	WATER SERVICE - PW	11/25/2025	11/26/2025		8.71
Vendor DBA 2599 - HALL'S CULLIGAN WATER Total:					99.85
<b>Vendor DBA: 0241 -</b>					
HAWKS INTER-STATE PESTMA...	REC-HAWKS PEST CONTROL	12/02/2025	12/04/2025		87.76
Vendor DBA 0241 - HAWKS INTER-STATE PESTMASTERS Total:					87.76
<b>Vendor DBA: 0196 -</b>					
K P E R S	KP&F	12/04/2025	12/04/2025		13,196.50
K P E R S	KPERS 1	12/04/2025	12/04/2025		1,606.68
K P E R S	KPERS 1	12/04/2025	12/04/2025		410.43
K P E R S	KPERS 1	12/04/2025	12/04/2025		404.68
K P E R S	KPERS 1	12/04/2025	12/04/2025		395.59
K P E R S	KPERS 2	12/04/2025	12/04/2025		2,008.85
K P E R S	KPERS 2	12/04/2025	12/04/2025		328.61
K P E R S	KPERS 3	12/04/2025	12/04/2025		6,427.48
K P E R S	KPERS 3	12/04/2025	12/04/2025		911.36
K P E R S	KPERS 3	12/04/2025	12/04/2025		1,402.76
Vendor DBA 0196 - K P E R S Total:					27,092.94
<b>Vendor DBA: 0197 -</b>					
KANSAS DEPT OF REVENUE	KS STATE W/H	12/04/2025	12/04/2025		4,785.66
KANSAS DEPT OF REVENUE	KS STATE W/H	12/04/2025	12/04/2025		84.55
KANSAS DEPT OF REVENUE	KS STATE W/H	12/04/2025	12/04/2025		439.78
KANSAS DEPT OF REVENUE	KS STATE W/H	12/04/2025	12/04/2025		493.17
Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:					5,803.16
<b>Vendor DBA: 0169 -</b>					
KANSAS STATE TREASURER-B...	BOND PAYMENT	11/25/2025	11/26/2025		137,100.00
KANSAS STATE TREASURER-B...	BOND PAYMENT	11/25/2025	11/26/2025	023-8804	140,234.38
Vendor DBA 0169 - KANSAS STATE TREASURER-BOND SVC. Total:					277,334.38
<b>Vendor DBA: 0074 -</b>					
KANSAS STATE TREASURER-C...	COURT FEES	12/03/2025	12/04/2025		105.00
KANSAS STATE TREASURER-C...	COURT FEES	12/03/2025	12/04/2025		856.23
KANSAS STATE TREASURER-C...	COURT FEES	12/03/2025	12/04/2025		247.66
KANSAS STATE TREASURER-C...	COURT FEES	12/03/2025	12/04/2025		32.73
KANSAS STATE TREASURER-C...	COURT FEES	12/03/2025	12/04/2025		741.21
KANSAS STATE TREASURER-C...	COURT FEES	12/03/2025	12/04/2025		430.59
Vendor DBA 0074 - KANSAS STATE TREASURER-COURT Total:					2,413.42

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor DBA: 0122 -</b>					
KDHE - BUREAU OF WATER	PERMIT FEE-CONSTRUCTION ...	11/25/2025	11/26/2025	029-8890	60.00
<b>Vendor DBA 0122 - KDHE - BUREAU OF WATER Total:</b>					<b>60.00</b>
<b>Vendor DBA: 2687 -</b>					
LEASE FINANCE PARTNERS	36822QT: 11/25:PD COPIER	12/03/2025	12/04/2025		142.39
<b>Vendor DBA 2687 - LEASE FINANCE PARTNERS Total:</b>					<b>142.39</b>
<b>Vendor DBA: 0264 -</b>					
MARTY A HESS	YOGA INSTRUCTOR	12/02/2025	12/04/2025		120.00
<b>Vendor DBA 0264 - MARTY A HESS Total:</b>					<b>120.00</b>
<b>Vendor DBA: 0494 -</b>					
MIES CONSTRUCTION, INC	CHAPEL LANDING 6TH ADDITI...	11/25/2025	11/26/2025	004-8882	350,535.75
MIES CONSTRUCTION, INC	CHAPEL LANDING 6TH ADDITI...	11/25/2025	11/26/2025	004-8883	95.00
<b>Vendor DBA 0494 - MIES CONSTRUCTION, INC Total:</b>					<b>350,630.75</b>
<b>Vendor DBA: 0226 -</b>					
NOWAK CONSTRUCTION CO I...	N. WEBB RD & 50TH ST. POT...	11/25/2025	11/26/2025	030-8880	3,300.00
<b>Vendor DBA 0226 - NOWAK CONSTRUCTION CO INC. Total:</b>					<b>3,300.00</b>
<b>Vendor DBA: 2369 -</b>					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	12/04/2025	12/01/2025		82.20
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	12/03/2025	12/05/2025		290.49
<b>Vendor DBA 2369 - PAYLOCITY CORPORATION Total:</b>					<b>372.69</b>
<b>Vendor DBA: 2524 -</b>					
PEARSON CONSTRUCTION LLC/	BEL AIRE LAKES ADD. PAVING...	11/24/2025	11/26/2025	005-8882	105,399.68
<b>Vendor DBA 2524 - PEARSON CONSTRUCTION LLC/ Total:</b>					<b>105,399.68</b>
<b>Vendor DBA: 2493 -</b>					
PEARSON MATERIALS	105.84 TONS SALT & SAND DE...	12/02/2025	12/04/2025		14,460.94
<b>Vendor DBA 2493 - PEARSON MATERIALS Total:</b>					<b>14,460.94</b>
<b>Vendor DBA: 2324 -</b>					
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	11/24/2025	11/26/2025	001-8891	13,409.42
<b>Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:</b>					<b>13,409.42</b>
<b>Vendor DBA: 3006 -</b>					
RESCARE	RESTITUTION	12/03/2025	12/04/2025		34.80
<b>Vendor DBA 3006 - RESCARE Total:</b>					<b>34.80</b>
<b>Vendor DBA: 0434 -</b>					
RURAL WATER DISTRICT NO 1	2023 RWD#1 AGREEMENT	11/25/2025	11/26/2025		128,993.90
<b>Vendor DBA 0434 - RURAL WATER DISTRICT NO 1 Total:</b>					<b>128,993.90</b>
<b>Vendor DBA: 2589 - STATE OF KANSAS-FOP</b>					
STATE OF KANSAS-FOP	PD LODGE 55-2026 DUES	11/24/2025	11/26/2025		1,400.00
<b>Vendor DBA 2589 - STATE OF KANSAS-FOP Total:</b>					<b>1,400.00</b>
<b>Vendor DBA: 1953 -</b>					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	12/02/2025	12/04/2025		169.48
<b>Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:</b>					<b>169.48</b>
<b>Vendor DBA: 1963 -</b>					
SURENCY LIFE & HEALTH INS ...	11/25 VISION INSURANCE	11/21/2025	12/02/2025		450.67
SURENCY LIFE & HEALTH INS ...	11/25 VISION INSURANCE	11/21/2025	12/02/2025		17.23
SURENCY LIFE & HEALTH INS ...	11/25 VISION INSURANCE	11/21/2025	12/02/2025		25.42
SURENCY LIFE & HEALTH INS ...	11/25 VISION INSURANCE	11/21/2025	12/02/2025		44.00
<b>Vendor DBA 1963 - SURENCY LIFE &amp; HEALTH INS CO Total:</b>					<b>537.32</b>
<b>Vendor DBA: 0369 -</b>					
TERESA WADE	TKW INSTRUCTOR	12/02/2025	12/04/2025		140.00
<b>Vendor DBA 0369 - TERESA WADE Total:</b>					<b>140.00</b>
<b>Vendor DBA: 3038 - ULTRA FIBERGLASS SYSTEMS</b>					
ULTRA FIBERGLASS SYSTEMS	FIBERGLASS PLATFORMS & ST...	11/25/2025	11/26/2025	029-8893	35,908.00
<b>Vendor DBA 3038 - ULTRA FIBERGLASS SYSTEMS Total:</b>					<b>35,908.00</b>
<b>Vendor DBA: 2839 -</b>					
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		9.95

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		12.99
UMB - PCARD	Hotel & Travel	11/28/2025	11/28/2025		376.37
UMB - PCARD	Hotel & Travel	11/28/2025	11/28/2025		1,120.32
UMB - PCARD	Training/Conferences	11/28/2025	11/28/2025		150.00
UMB - PCARD	Training/Conferences	11/28/2025	11/28/2025		15.00
UMB - PCARD	Community Relations Event	11/28/2025	11/28/2025		7.00
UMB - PCARD	Office Supplies & Community ...	11/28/2025	11/28/2025		21.98
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		22.86
UMB - PCARD	Community Relations/Events	11/28/2025	11/28/2025		123.78
UMB - PCARD	Office Supplies & Community ...	11/28/2025	11/28/2025		62.73
UMB - PCARD	Community Relations/ Events	11/28/2025	11/28/2025		49.65
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		19.96
UMB - PCARD	Advertising & Marketing	11/28/2025	11/28/2025		20.00
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		17.51
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		16.99
UMB - PCARD	Office Equipment	11/28/2025	11/28/2025		19.99
UMB - PCARD	Office Equipment	11/28/2025	11/28/2025		15.99
UMB - PCARD	Training/Conferences	11/28/2025	11/28/2025		9.02
UMB - PCARD	Training/Conferences	11/28/2025	11/28/2025		15.49
UMB - PCARD	Training/Conferences	11/28/2025	11/28/2025		17.49
UMB - PCARD	Training/Conferences	11/28/2025	11/28/2025		31.82
UMB - PCARD	Training/Conferences	11/28/2025	11/28/2025		1,056.12
UMB - PCARD	Hotel & Travel	11/28/2025	11/28/2025		10.75
UMB - PCARD	Advertising & Marketing	11/28/2025	11/28/2025		60.00
UMB - PCARD	Community Relations/Events	11/28/2025	11/28/2025		176.48
UMB - PCARD	Office Furniture	11/28/2025	11/28/2025		115.98
UMB - PCARD	Publications	11/28/2025	11/28/2025		65.98
UMB - PCARD	Publications	11/28/2025	11/28/2025		46.98
UMB - PCARD	Merchandise TSF or DIST	11/28/2025	11/28/2025		2,519.10
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		212.26
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		204.44
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		118.96
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		50.00
UMB - PCARD	Training/Conferences	11/28/2025	11/28/2025		625.00
UMB - PCARD	Training/Conferences	11/28/2025	11/28/2025		-90.00
UMB - PCARD	Training/Conferences	11/28/2025	11/28/2025		-90.00
UMB - PCARD	Hotel & Travel	11/28/2025	11/28/2025		2.69
UMB - PCARD	Hotel & Travel	11/28/2025	11/28/2025		1,272.00
UMB - PCARD	Hotel & Travel	11/28/2025	11/28/2025		29.76
UMB - PCARD	Hotel & Travel	11/28/2025	11/28/2025		236.90
UMB - PCARD	Hotel & Travel	11/28/2025	11/28/2025		119.08
UMB - PCARD	Hotel & Travel	11/28/2025	11/28/2025		119.08
UMB - PCARD	Veh/Equip Repairs & Maint.	11/28/2025	11/28/2025		67.43
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		139.98
UMB - PCARD	MDSE for TSF or DIST.	11/28/2025	11/28/2025		159.64
UMB - PCARD	MDSE TSF or DIST.	11/28/2025	11/28/2025		28.96
UMB - PCARD	Recreational Equip & Supply	11/28/2025	11/28/2025		210.32
UMB - PCARD	Recreational Equip & Supply	11/28/2025	11/28/2025		79.26
UMB - PCARD	Recreational Equip & Supplies	11/28/2025	11/28/2025		-12.53
UMB - PCARD	Recreational Equip & Supply	11/28/2025	11/28/2025		-30.30
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		24.61
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		13.50
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		18.59
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		32.47
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		6.00
UMB - PCARD	Construction Material & Suppl...	11/28/2025	11/28/2025		69.00
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		41.34
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		9.95
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		13.72
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		5.92

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		3.22
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		19.49
UMB - PCARD	Office Furniture	11/28/2025	11/28/2025		64.75
UMB - PCARD	Office Furniture	11/28/2025	11/28/2025		60.50
UMB - PCARD	Cleaning Supplies	11/28/2025	11/28/2025		10.41
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		32.47
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		18.59
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		13.50
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		6.00
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		11.50
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		7.12
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		4.95
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		6.00
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		13.49
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		18.58
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		32.46
UMB - PCARD	Training/Conferences	11/28/2025	11/28/2025		203.25
UMB - PCARD	Minor Equip, Tools, Elect.	11/28/2025	11/28/2025		2,190.00
UMB - PCARD	Construction Material/Supplies	11/28/2025	11/28/2025		1,297.00
UMB - PCARD	Water System Supplies	11/28/2025	11/28/2025		173.20
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		7.12
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		4.94
UMB - PCARD	Office Supplies	11/28/2025	11/28/2025		11.49
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		18.58
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		5.99
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		13.49
UMB - PCARD	Uniforms & Clothing	11/28/2025	11/28/2025		32.46
UMB - PCARD	Minor Equip, Tools, Elect.	11/28/2025	11/28/2025		2,190.00

Vendor DBA 2839 - UMB - PCARD Total: 16,366.86

## Vendor DBA: 0503 -

UNDERGROUND VAULTS & ST...	DOCUMENT SHREDDING	12/03/2025	12/04/2025		10.50
UNDERGROUND VAULTS & ST...	DOCUMENT SHREDDING	12/03/2025	12/04/2025		52.50

Vendor DBA 0503 - UNDERGROUND VAULTS &amp; STORAGE-UV&amp;S Total: 63.00

## Vendor DBA: 3037 - USP TECHNOLOGIES

USP TECHNOLOGIES	SUFELOX-TOTES/ROCK RD P...	11/25/2025	11/26/2025		8,690.40
USP TECHNOLOGIES	SULFELOX-TOTES/WEBB ROAD..	11/25/2025	11/26/2025		8,665.92

Vendor DBA 3037 - USP TECHNOLOGIES Total: 17,356.32

## Vendor DBA: 2286 -

UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	12/03/2025	12/04/2025		9,950.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	12/03/2025	12/04/2025		2,890.00

Vendor DBA 2286 - UTILITY MAINTENANCE CONTRACTOR Total: 12,840.00

## Vendor DBA: 0989 -

VERIZON	CELL PHONE SVC	11/24/2025	11/26/2025		299.40
VERIZON	CELL PHONE SVC	11/24/2025	11/26/2025		41.55
VERIZON	CELL PHONE SVC	11/24/2025	11/26/2025		720.20
VERIZON	CELL PHONE SVC	11/24/2025	11/26/2025		24.36
VERIZON	CELL PHONE SVC	11/24/2025	11/26/2025		24.36
VERIZON	CELL PHONE SVC	11/24/2025	11/26/2025		244.68
VERIZON	CELL PHONE SVC	11/24/2025	11/26/2025		135.98
VERIZON	CELL PHONE SVC	11/24/2025	11/26/2025		209.80
VERIZON	CELL PHONE SVC	11/24/2025	11/26/2025		135.97

Vendor DBA 0989 - VERIZON Total: 1,836.30

## Vendor DBA: 1205 -

WASTE CONNECTIONS OF KA...	PRTABLE RESTROOM-REC	12/03/2025	12/04/2025		340.00
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Vendor DBA 1205 - WASTE CONNECTIONS OF KANSAS Total: 340.00

## Vendor DBA: 1076 -

WICHITA STATE UNIVERSITY	2026 CCMFOA MEMBERSHIP	12/02/2025	12/04/2025		75.00
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Vendor DBA 1076 - WICHITA STATE UNIVERSITY Total: 75.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor DBA: 1849 - WRIGHT EXPRESS FSC</b>					
WRIGHT EXPRESS FSC	FLEET FUEL	12/03/2025	12/04/2025		2,433.49
WRIGHT EXPRESS FSC	FLEET FUEL	12/03/2025	12/04/2025		130.45
WRIGHT EXPRESS FSC	FLEET FUEL	12/03/2025	12/04/2025		64.93
WRIGHT EXPRESS FSC	FLEET FUEL	12/03/2025	12/04/2025		290.33
WRIGHT EXPRESS FSC	FLEET FUEL	12/03/2025	12/04/2025		57.30
WRIGHT EXPRESS FSC	FLEET FUEL	12/03/2025	12/04/2025		57.30
<b>Vendor DBA 1849 - WRIGHT EXPRESS FSC Total:</b>					<b>3,033.80</b>
<b>Grand Total:</b>					<b>2,038,100.21</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	100,425.42
200 - Special Street & Highway	21,548.21
320 - Capital Projects Fund 2	1,733,623.93
520 - Water Utility	155,530.76
530 - Sewer Utility	26,971.89
<b>Grand Total:</b>	<b>2,038,100.21</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,793.58
100-000-000-2016	SOCIAL SECURITY PAYAB...	12,593.20
100-000-000-2018	MEDICARE PAYABLE	2,945.16
100-000-000-2020	STATE TAX PAYABLE	4,785.66
100-000-000-2022	KPERS 1 PAYABLE	1,606.68
100-000-000-2024	KPERS 2 PAYABLE	2,008.85
100-000-000-2026	KPERS 3 PAYABLE	6,427.48
100-000-000-2028	KP&F PAYABLE	13,196.50
100-000-000-2034	457 DEFERRED COMP P...	1,152.00
100-000-000-2036	AFLAC ACCIDENT PAYAB...	514.68
100-000-000-2054	VISION INS PAYABLE	450.67
100-000-000-2056	DENTAL INS PAYABLE	2,289.65
100-000-000-2062	FSA HEALTH PAYABLE	372.69
100-000-000-2076	COURT REINST FIXED FEE...	105.00
100-000-000-2078	COURT REINST FEE PAY...	856.23
100-000-000-2080	COURT JUDICIAL DOCKET...	247.66
100-000-000-2082	COURT JUDICIAL EDUCAT...	32.73
100-000-000-2084	COURT KLETC FEE PAYAB...	741.21
100-000-000-2090	COURT RESTITUTION PA...	34.80
100-000-000-2092	COURT STATE DUI FEE P...	430.59
100-000-000-4214	POLICE REPORT FEES	189.04
100-100-110-6008	PROFESSIONAL DUES/M...	75.00
100-100-110-6014	OFFICE SUPPLIES	22.94
100-100-110-6048	HOTEL & TRAVEL	1,496.69
100-100-110-7046	COMMUNICATION SERV...	299.40
100-100-130-6046	TRAINING/CONFERENCES	165.00
100-100-140-6010	COMMUNITY RELATION...	7.00
100-100-150-6014	OFFICE SUPPLIES	44.84
100-100-150-6038	MERCHANDISE TSF OR D...	204.00
100-100-160-6010	COMMUNITY RELATION...	236.16
100-100-160-6014	OFFICE SUPPLIES	19.96
100-100-160-6020	IT - COMPUTERS AND E...	2,384.75
100-100-160-6030	ADVERTISING & MARKET...	20.00
100-100-160-7046	COMMUNICATION SERV...	41.55
100-100-170-6014	OFFICE SUPPLIES	34.50
100-100-170-6018	OFFICE EQUIPMENT	35.98
100-100-170-6046	TRAINING/CONFERENCES	1,129.94
100-100-170-6048	HOTEL & TRAVEL	10.75
100-120-240-6028	PUBLICATIONS/PRINTING	60.00
100-120-240-7024	CONTRACTUAL SERVICES	10.50
100-120-250-6008	PROFESSIONAL DUES/M...	1,400.00
100-120-250-6010	COMMUNITY RELATION...	176.48
100-120-250-6016	OFFICE FURNITURE	115.98
100-120-250-6020	IT - COMPUTERS AND E...	145.09
100-120-250-6028	PUBLICATIONS/PRINTING	112.96
100-120-250-6038	MERCHANDISE TSF OR D...	2,519.10
100-120-250-6040	UNIFORMS/CLOTHING	585.66
100-120-250-6046	TRAINING/CONFERENCES	445.00

## Account Summary

Account Number	Account Name	Payment Amount
100-120-250-6048	HOTEL & TRAVEL	1,779.51
100-120-250-6056	PETROLEUM PRODUCTS	2,433.49
100-120-250-6300	POLICE SUPPLIES	2,904.58
100-120-250-6602	VEH/EQUIP REPAIRS & ...	67.43
100-120-250-6604	VEHICLE/EQUIP SUPPLIE...	1,315.19
100-120-250-7012	COMPUTER SUPPORT SE...	14,307.86
100-120-250-7016	SOFTWARE/HARDWARE...	182.32
100-120-250-7024	CONTRACTUAL SERVICES	165.39
100-120-250-7046	COMMUNICATION SERV...	720.20
100-130-330-6004	CHEMICALS	170.00
100-130-330-7048	UTILITIES	38.55
100-130-350-6014	OFFICE SUPPLIES	139.98
100-130-350-6038	MERCHANDISE TSF OR D...	188.60
100-130-350-6400	RECREATIONAL EQUIP/S...	246.75
100-130-350-7024	CONTRACTUAL SERVICES	557.76
100-130-350-7036	INSTRUCTORS	365.00
100-130-350-7046	COMMUNICATION SERV...	24.36
100-130-350-7048	UTILITIES	423.16
100-130-360-6014	OFFICE SUPPLIES	24.61
100-150-510-6004	CHEMICALS	290.00
100-150-510-6040	UNIFORMS/CLOTHING	70.56
100-150-510-6100	CONSTRUCTION MATER...	69.00
100-150-510-7024	CONTRACTUAL SERVICES	28.21
100-150-510-7046	COMMUNICATION SERV...	24.36
100-150-510-7048	UTILITIES	592.35
100-160-610-6014	OFFICE SUPPLIES	41.34
100-160-610-6056	PETROLEUM PRODUCTS	130.45
100-160-610-7024	CONTRACTUAL SERVICES	52.50
100-160-610-7046	COMMUNICATION SERV...	244.68
100-190-910-6004	CHEMICALS	170.00
100-190-910-6014	OFFICE SUPPLIES	52.30
100-190-910-6016	OFFICE FURNITURE	125.25
100-190-910-6034	CLEANING SUPPLIES	10.41
100-190-910-6056	PETROLEUM PRODUCTS	64.93
100-190-910-7024	CONTRACTUAL SVCS	211.48
100-190-910-7046	COMMUNICATION SERV...	174.00
100-190-910-7048	UTILITIES	1,445.57
200-000-000-2014	FEDERAL TAX PAYABLE	140.61
200-000-000-2016	SOCIAL SECURITY PAYAB...	284.60
200-000-000-2018	MEDICARE PAYABLE	66.56
200-000-000-2020	STATE TAX PAYABLE	84.55
200-000-000-2022	KPERS 1 PAYABLE	410.43
200-000-000-2036	AFLAC ACCIDENT PAYAB...	138.08
200-000-000-2054	VISION INS PAYABLE	17.23
200-210-200-6004	CHEMICALS	240.00
200-210-200-6040	UNIFORMS/CLOTHING	70.56
200-210-200-6056	PETROLEUM PRODUCTS	290.33
200-210-200-6200	SNOW & ICE REMOVAL	14,460.94
200-210-200-6500	PAVED STREET REPAIR ...	4,616.46
200-210-200-7024	CONTRACTUAL SERVICES	20.42
200-210-200-7040	STREET LIGHTING	280.41
200-210-200-7046	COMMUNICATION SERV...	135.98
200-210-200-7048	UTILITIES	291.05
320-320-094-9988	TN 2023: CAP INTEREST	137,100.00
320-320-320-8802	COST OF ISSUANCE	68,540.00
320-320-320-8804	CIP - CAPITALIZED INTER...	140,234.38
320-320-320-8880	CONSTRUCTION - WATER	3,300.00
320-320-320-8882	CONSTRUCTION - PAVING	455,935.43



**Account Summary**

Account Number	Account Name	Payment Amount
320-320-320-8883	CONSTRUCTION - DRAIN...	95.00
320-320-320-8886	CONSTRUCTION - STRUC...	879,041.70
320-320-320-8890	OTHER PROJECT COSTS	60.00
320-320-320-8891	OWNER'S REP	13,409.42
320-320-320-8893	EQUIPMENT AND FURNI...	35,908.00
520-000-000-2014	FEDERAL TAX PAYABLE	610.29
520-000-000-2016	SOCIAL SECURITY PAYAB...	1,214.06
520-000-000-2018	MEDICARE PAYABLE	284.02
520-000-000-2020	STATE TAX PAYABLE	439.78
520-000-000-2022	KPERS 1 PAYABLE	404.68
520-000-000-2024	KPERS 2 PAYABLE	328.61
520-000-000-2026	KPERS 3 PAYABLE	911.36
520-000-000-2036	AFLAC ACCIDENT PAYAB...	131.04
520-000-000-2054	VISION INS PAYABLE	25.42
520-000-000-2056	DENTAL INS PAYABLE	253.82
520-210-520-6014	OFFICE SUPPLIES	23.57
520-210-520-6026	POSTAGE	72.04
520-210-520-6040	UNIFORMS/CLOTHING	70.53
520-210-520-6046	TRAINING/CONFERENCES	203.25
520-210-520-6054	MINOR EQUIP: TOOLS,E...	2,190.00
520-210-520-6056	PETROLEUM PRODUCTS	57.30
520-210-520-6100	CONSTRUCTION MATER...	1,297.00
520-210-520-6500	WATER SYSTEM SUPPLIES	4,051.60
520-210-520-6802	WATER SYSTEM MAINT/...	12,840.00
520-210-520-7024	CONTRACTUAL SERVICES	129,026.01
520-210-520-7046	COMMUNICATION SERV...	209.80
520-210-520-7048	UTILITIES	886.58
530-000-000-2014	FEDERAL TAX PAYABLE	882.56
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,289.06
530-000-000-2018	MEDICARE PAYABLE	301.38
530-000-000-2020	STATE TAX PAYABLE	493.17
530-000-000-2022	KPERS 1 PAYABLE	395.59
530-000-000-2026	KPERS 3 PAYABLE	1,402.76
530-000-000-2054	VISION INS PAYABLE	44.00
530-000-000-2056	DENTAL INS PAYABLE	335.70
530-210-530-6004	CHEMICALS	17,356.32
530-210-530-6014	OFFICE SUPPLIES	23.55
530-210-530-6040	UNIFORMS/CLOTHING	70.52
530-210-530-6054	MINOR EQUIP: TOOLS,E...	2,190.00
530-210-530-6056	PETROLEUM PRODUCTS	57.30
530-210-530-6806	LIFT STATION OPERATIO...	1,763.38
530-210-530-7024	CONTRACTUAL SERVICES	32.11
530-210-530-7046	COMMUNICATION SERV...	135.97
530-210-530-7048	UTILITIES	198.52
<b>Grand Total:</b>		<b>2,038,100.21</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	441,576.28
001-8886	879,041.70
001-8891	13,409.42
004-8882	350,535.75
004-8883	95.00
005-8882	105,399.68
023-8804	140,234.38
027-8802	43,270.00
028-8802	25,270.00
029-8890	60.00

Project Account Summary

Project Account Key	Payment Amount
029-8893	35,908.00
030-8880	<u>3,300.00</u>
Grand Total:	<b>2,038,100.21</b>



City of Bel Aire, KS

Section VII, Item A.

# Payroll Check Register Report Summary

Pay Period: 11/15/2025-11/28/2025

Packet: PYPKT00231 - PY 11.15.25-11.28.25 PAID 12.4.25

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	69	89,810.07
<b>Total</b>	<b>69</b>	<b>89,810.07</b>

Approved 12/11/25

AP ORD 25-23 total Expenses: \$2,127,910.28

Special Assessment Project Costs:

\$1,109,681.09

*Barry Smith*

City of Bel Aire, Kansas

## STAFF REPORT

DATE: December 2, 2025

TO: Ted Henry, City Manager

FROM: Barry Smith, Finance Director

RE: 2025 Budget Amendment



### SUMMARY:

Per state legislation, local units of government are allowed to amend their annual budget if needed. The amended budget must balance any proposed increase in spending with new revenue from sources other than property taxes. Some common reasons for budget amendments include:

- Increases in unexpected expenditures in the current fiscal year, for example, street maintenance.
- Additional approved projects or grants that were not in the current fiscal year budget.
- To record transfers from one fund to another that were not originally budgeted.
- Grant programs that were awarded after the current fiscal year budget was adopted.

### LEGAL IMPLICATIONS:

K.S.A. 79-2929a outlines the process a city must follow if a budget amendment is needed. The process is like the annual budget process cities follow every year. Additional property taxes cannot be levied during the amendment process. The revenue neutral rate requirements do not apply but the public notice, hearing, adoption, submission, and filing requirements do apply.

### FINANCIAL CONSIDERATION:

The budget amendment process will balance all increased spending with new revenue from sources other than property taxes. In the City's case, all additional revenue sources will come from unencumbered fund balances and transfers from other funds. The proposed amendment timeline is as follows:

- **Nov 18th** – staff will review the 2025 budget amendment process during the Discussion and Future Issues portion of the agenda.
- **Dec 2nd** – Staff will present the proposed 2025 budget amendment to City Council and request to set the public hearing for the 2025 budget amendment on Dec 16th, 2025.
- **Dec 4th** - The 2025 budget amendment Notice of Hearing will be published in the Ark Valley News. The publication date must be at least 10 days before the scheduled hearing.
  - *To meet the public notice requirement.*
- **Dec 16th** – Hold the 2025 budget amendment public hearing, close the public hearing, and adopt the 2025 budget amendment.
  - *To meet the hearing and adoption requirements.*
- **Dec 17th** – Staff will submit the approved budget amendment to Sedgwick County who will subsequently submit the budget amendment to the State of Kansas.
  - *To meet the submission and filing requirements.*

## 2025 Budget Amendments and Explanation:

### General Fund:

- The General Fund is being amended to record updated revenue projections, revenues received from the Land Bank Fund and record the expense of transferring these funds to the Capital Improvement Fund along with additional increases in contractual services in the Administration Department. The proceeds were used for the City's match for the BASE grant and the additional equipment/furniture needed to complete the new public works building.
  - 2025 Adopted revenue: \$9,104,441
  - 2025 Adopted expenses: \$9,447,214
  - 2025 Adopted change in fund balance: (\$335,461)
    - *2025 Adopted State Form Budget total expense of \$12,062,343 including a cash carryover amount of \$2,615,129*
  - 2025 Amended revenues: \$12,499,500
  - 2025 Amended expenses: \$12,834,961
  - 2025 Amended change in fund balance: (\$335,461)
    - *2025 Amended Budget State Form Budget total expense is \$15,878,872 including a cash carryover amount of \$3,043,911*

### Streets:

- The 2024 Streets program was delayed due to scheduling and weather conflicts. Since the 2025 budget was already adopted and published before these delays were realized, the 2025 Streets budget must be amended to incorporate the 2024 streets program expenses to the 2025 budget.
  - 2025 Adopted revenue: \$1,273,680
  - 2025 Adopted expenses: \$1,368,695
  - 2025 Adopted change in fund balance: (\$95,015)
    - *2025 Adopted State Form Budget total expense of \$1,562,906 including a cash carryover amount of \$194,211*
  - 2025 Amended revenues: \$1,336,464
  - 2025 Amended expenses: \$2,649,700
  - 2025 Amended change in fund balance: (\$1,313,236)
    - *2025 Amended Budget State Form Budget total expense is \$2,876,096 including a cash carryover amount of \$226,396*

### Land Bank:

- The Land Bank Fund is being amended to record the expense of moving the City's match for the BASE Grant to the General Fund
  - 2025 Adopted revenue: \$6,157,946
  - 2025 Adopted expenses: \$5,000
  - 2025 Adopted change in fund balance: \$85,000
    - *2025 Adopted State Form Budget total expense of \$40,000 including a cash carryover amount of \$35,000*
  - 2025 Amended revenues: \$6,330,593
  - 2025 Amended expenses: \$2,682,597
  - 2025 Amended change in fund balance: (\$2,557,597)
    - *2025 Amended Budget State Form Budget total expense is \$6,330,593 including a cash carryover amount of \$3,647,996*

## Water:

- The water fund is being amended to capture the additional expense for the 2025 water line project, additional water service installs, the purchase of a new pump for the pumpstation, and a reduction in expenses to correct the personnel totals. The water line project was incorporated into the 2025 budget at a total amount of \$400,000. The City was able to fit another water line into this project which made the new total of \$781,000.
  - 2025 Adopted revenue: \$4,043,436
  - 2025 Adopted expenses: \$4,034,536
  - 2025 Adopted change in fund balance: \$8,900
    - *2025 Adopted State Form Budget total expense of \$5,074,033 including a cash carryover amount of \$1,039,497*
  - 2025 Amended revenues: \$3,697,037
  - 2025 Amended expenses: \$4,555,975
  - 2025 Amended change in fund balance: (\$858,938)
    - *2025 Amended Budget State Form Budget total expense is \$6,047,496 including a cash carryover amount of \$1,491,521*

## Sewer:

- The sewer Fund is being amended to correct the personnel totals. During the 2025 budget entry process, the Sewer and Water totals were flipped. This corrects that error.
  - 2025 Adopted revenue: \$3,269,872
  - 2025 Adopted expenses: \$3,340,381
  - 2025 Adopted change in fund balance: (\$70,509)
    - *2025 Adopted State Form Budget total expense of \$4,359,553 including a cash carryover amount of \$1,019,172*
  - 2025 Amended revenues: \$3,410,797
  - 2025 Amended expenses: \$3,450,091
  - 2025 Amended change in fund balance: (\$39,294)
    - *2025 Amended Budget State Form Budget total expense is \$4,950,478 including a cash carryover amount of \$1,500,387*

## Storm Water:

- The Storm Water Fund is being amended to record the Local Bridge Improvement Grant revenues received from KDOT for the bridge replacement near 45h and Oliver. It also records the additional expenses for 45th and Oliver and the 53rd street bridge replacement.
  - 2025 Adopted revenue: \$99,500
  - 2025 Adopted expenses: \$410,000
  - 2025 Adopted change in fund balance: (\$310,500)
    - *2025 Adopted State Form Budget total expense of \$475,497 including a cash carryover amount of \$65,497*
  - 2025 Amended revenues: \$300,000
  - 2025 Amended expenses: \$610,000
  - 2025 Amended change in fund balance: (\$310,000)
    - *2025 Amended Budget State Form Budget total expense is \$749,497 including a cash carryover amount of \$139,497*

RECOMMENDATION:

Approve the Notice of Budget Hearing for Amending the 2025 Budget for the City of Bel Aire for publication in the December 4<sup>th</sup> edition of the Ark Valley News and establish December 16<sup>th</sup>, 2025, at 7:00 pm for the 2025 Budget Amendment Public Hearing.

# Affidavit of Publication

STATE OF KANSAS,  
SEDGWICK COUNTY, ss.

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 4th day of December, 2025, with subsequent publications being made on the following dates:

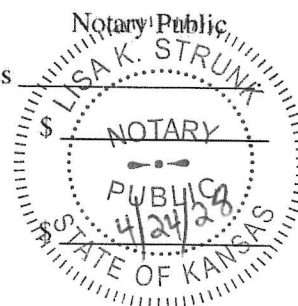
\_\_\_\_\_, 2025      \_\_\_\_\_, 2025  
\_\_\_\_\_, 2025      \_\_\_\_\_, 2025  
\_\_\_\_\_, 2025      \_\_\_\_\_, 2025

Subscribed and sworn to before me this 4th day of December, 2025.

My commission expires

Additional copies

Printer's fee



## Bel Aire public notice

(Published in The Ark Valley News Dec. 4, 2025.)

Notice of Budget Hearing for Amending the

2025 Budget

The governing body of  
**CITY OF BEL AIRE**

will meet on the day of 12/16/2025 at 7:00 P.M. at CITY HALL for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at CITY HALL and will be available at this hearing.

### Summary of Amendments

Fund	Actual Tax Rate	2025 Adopted Budget		2025 Proposed Amended Expenditures	
		Amount of Tax that was Levied	Expenditures	Expenditures	
GENERAL FUND	42.438	4,784,700	12,062,343	15,878,872	
SPECIAL HIGHWAY			1,562,906	2,876,096	
LAND BANK			40,000	6,330,593	
WATER FUND			5,074,033	6,047,496	
SEWER FUND			4,359,553	4,950,478	
STORMWATER FUND			475,497	749,497	

JIM BENAGE  
Official Title: MAYOR



2025

Amended  
Certificate  
For Calendar Year 2025

To the Clerk of SEDGWICK, State of Kansas  
We, the undersigned, duly elected, qualified, and acting officers of  
**CITY OF BEL AIRE**  
certify that: (1) the hearing mentioned in the attached publication was  
held;(2) after the Budget Hearing this Budget was duly approved and  
adopted as the maximum expenditure for the various funds for the year.

			2025 Amended Budget		
			Amount of 2024 Tax that was Levied	Adopted 2025 Expenditures	Proposed Amended 2025 Expenditures
Table of Contents:		Page No.			
<b>Fund</b>	<b>K.S.A.</b>				
GENERAL FUND	12-101A	1	4,784,700	12,062,343	15,878,872
SPECIAL HIGHWAY		2		1,562,906	2,876,096
LAND BANK		3		40,000	6,330,593
WATER FUND		4		5,074,033	6,047,496
SEWER FUND		5		4,359,553	4,950,478
STORMWATER FUND		6		475,497	749,497
Totals		xxxxxxxxx	4,784,700	23,574,332	36,833,032
Summary of Amendments		7			

Attested date: \_\_\_\_\_

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County Clerk

Assisted by: \_\_\_\_\_

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Address:

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Email:

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Governing Body

CPA Summary

CITY OF BEL AIRE

2025

## Adopted Budget

GENERAL FUND	2025 Adopted Budget	2025 Proposed Budget	
Unencumbered Cash Balance January 1	2,957,902	3,379,372	
Receipts:			
Ad Valorem Tax	4,784,700	4,784,700	
Delinquent Tax	20,000	37,125	
Motor Vehicle Tax	422,755	422,755	
Recreational Vehicle Tax	3,501	3,501	
16/20M Vehicle Tax	823	823	
Commercial Vehicle Tax	10,020	10,020	
Watercraft Tax	2,354	2,354	
Transient Guest Tax	0	8,927	Unknown at time of budget approval
Local Alcoholic Liquor	0	405	Unknown at time of budget approval
County Sales Tax	1,999,400	2,360,400	Strong sales tax revenues
Franchise Fees	881,000	901,000	Increased cable franchise revenues
Fines and Fees	155,700	155,700	
Permits and Licenses	473,100	639,952	Bond admin fee was larger than anticipated
Recreation	96,000	116,000	Increased revenues from Day Camp
Pool	34,500	34,500	
Grants	73,000	90,200	Increased Step OT reimbursement
Rental Income	36,000	36,000	
In Lieu of Taxes	26,588	26,588	
Miscellaneous	25,000	35,953	Additonal Misc Reimbursements
Transfer FROM Land Bank		2,672,597	
Interest on Idle Funds	60,000	160,000	Always budget this low - closer to actuals
<b>Total Receipts</b>	<b>9,104,441</b>	<b>12,499,500</b>	
<b>Resources Available:</b>	<b>12,062,343</b>	<b>15,878,872</b>	
Expenditures:			
Salaries & Benefits	4,080,018	4,080,018	
Contractual Obligations	984,850	1,700,000	Increased Legal and Engineering fees
Commodities	600,700	600,700	
Capital Outlays	190,000	190,000	
Transfers Out			
Transfers TO Bond & Interest	742,586	742,586	
Transfers TO Trustee Fund (PBC)	1,484,060	1,484,060	
Transfers TO Capital Improvement	415,000	3,087,597	BASE Grant transfer to CIP
Transfers TO Equipment Reserve	100,000	100,000	
Transfers TO Land Bank	0	0	
Transfers TO Special Highway	850,000	850,000	
Cash Reserve	2,615,129	3,043,911	Fund balance
<b>Total Expenditures</b>	<b>12,062,343</b>	<b>15,878,872</b>	
Unencumbered Cash Balance December 31	0	0	

CPA Summary

CITY OF BEL AIRE

2025

## Adopted Budget

SPECIAL HIGHWAY	2025 Adopted Budget	2025 Proposed Budget	
Unencumbered Cash Balance January 1	389,226	1,539,632	
Receipts:			
Ad Valorem Tax			
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
State of Kansas Gas Tax	224,580	265,545	Increased tax disbursements
County Transfers Gas	99,100	117,467	Increased tax disbursements
Transfer FROM Solid Waste	100,000	100,000	
Transfer FROM General Fund	850,000	850,000	
Interest on Idle Funds	0	3,452	
<b>Total Receipts</b>	<b>1,273,680</b>	<b>1,336,464</b>	
<b>Resources Available:</b>	<b>1,662,906</b>	<b>2,876,096</b>	
Expenditures:			
Salaries & Benefits	111,495	125,000	Slight increase due to OT
Contractual Obligations	137,500	160,000	slight increase in contractals
Commodities	164,700	164,700	
Capital Outlays	955,000	2,200,000	2024 Street Program expenses
Cash Reserve	194,211	226,396	Fund balance
<b>Total Expenditures</b>	<b>1,562,906</b>	<b>2,876,096</b>	
Unencumbered Cash Balance December 31	100,000	0	

CPA Summary

CITY OF BEL AIRE

2025

## Adopted Budget

LAND BANK	2025 Adopted Budget	2025 Proposed Budget
Unencumbered Cash Balance January 1	6,032,946	6,205,593
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Interest on Idle Funds	125,000	125,000
<b>Total Receipts</b>	<b>125,000</b>	<b>125,000</b>
<b>Resources Available:</b>	<b>6,157,946</b>	<b>6,330,593</b>
Expenditures:		
Contractual Obligations	0	5,000
Contractual Obligations	5,000	5,000
Transfer TO General Fund		2,672,597
Cash Reserve	35,000	3,647,996
<b>Total Expenditures</b>	<b>40,000</b>	<b>6,330,593</b>
Unencumbered Cash Balance December 31	6,117,946	0

Mowing expenses

Fund balance

CPA Summary

CITY OF BEL AIRE

2025

Adopted Budget

WATER FUND	2025 Adopted Budget	2025 Proposed Budget	
Unencumbered Cash Balance January 1	1,830,597	2,350,459	
Receipts:			
Ad Valorem Tax			
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Utility Income	3,968,436	3,622,037	Lower usage due to water restriction
Miscellaneous	10,000	10,000	
Interest on Idle Funds	65,000	65,000	
<b>Total Receipts</b>	<b>4,043,436</b>	<b>3,697,037</b>	
<b>Resources Available:</b>	<b>5,874,033</b>	<b>6,047,496</b>	
Expenditures:			
Salaries & Benefits	455,420	350,000	Correcting entry error
Contractual Obligations	2,490,000	2,490,000	
Commodities	727,400	1,300,000	Waterline Project
Capital Outlays	0	54,259	Pump
Debt Service	51,716	51,716	
Transfers TO Bond & Interest	160,000	160,000	
Trasfers TO Equipment Reserve	150,000	150,000	
Trasfers TO Water Reserve			
Cash Reserve	1,039,497	1,491,521	Fund balance
<b>Total Expenditures</b>	<b>5,074,033</b>	<b>6,047,496</b>	
Unencumbered Cash Balance December 31	800,000	0	

CPA Summary

CITY OF BEL AIRE

2025

Adopted Budget

SEWER FUND	2025 Adopted Budget	2025 Proposed Budget	
Unencumbered Cash Balance January 1	1,539,681	1,539,681	
Receipts:			
Ad Valorem Tax			
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Sewer Utility Income	3,194,872	3,300,797	Additonal users
Interest on Idle Funds	75,000	110,000	Budgeted conservatively
<b>Total Receipts</b>	<b>3,269,872</b>	<b>3,410,797</b>	
<b>Resources Available:</b>	<b>4,809,553</b>	<b>4,950,478</b>	
Expenditures:			
Salaries & Benefits	355,290	465,000	Correcting entry error
Contractual Obligations	1,722,400	1,722,400	
Commodities	501,000	501,000	
Capital Outlays	400,000	400,000	
Debt Service	31,691	31,691	
Transfers TO Bond & Interest	180,000	180,000	
Trasfers TO Equipment Reserve	150,000	150,000	
Trasfers TO Sewer Reserve	0	0	
Cash Reserve	1,019,172	1,500,387	Fund balance
<b>Total Expenditures</b>	<b>4,359,553</b>	<b>4,950,478</b>	
Unencumbered Cash Balance December 31	450,000	0	

CPA Summary
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CITY OF BEL AIRE

2025

Adopted Budget

STORMWATER FUND	2025 Adopted Budget	2025 Proposed Budget	
Unencumbered Cash Balance January 1	475,997	475,997	
Receipts:			
Ad Valorem Tax			
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Storm Water Utility Income	98,500	120,000	Additional houses / commercial
Reimb Expenses - KLBIP Grant		180,000	KDOT Reimb for 45th Oliver Bridge
Interest on Idle Funds	1,000		
<b>Total Receipts</b>	<b>99,500</b>	<b>300,000</b>	
<b>Resources Available:</b>	<b>575,497</b>	<b>775,997</b>	
Expenditures:			
Contractual Obligation	10,000	10,000	
Capital Outlays	400,000	600,000	Increased expense for 45th and Oliver / 53rd st bridge replacement
Cash Reserve	65,497	139,497	
<b>Total Expenditures</b>	<b>475,497</b>	<b>749,497</b>	
Unencumbered Cash Balance December 31	100,000	26,500	
CPA Summary			

2025

**Notice of Budget Hearing for Amending the  
2025 Budget**  
The governing body of  
**CITY OF BEL AIRE**  
will meet on the day of 12/16/2025 at 7:00 P.M. at CITY HALL for the  
purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at CITY HALL  
and will be available at this hearing.

Fund	2025 Adopted Budget			2025 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
GENERAL FUND	42.438	4,784,700	12,062,343	15,878,872
SPECIAL HIGHWAY			1,562,906	2,876,096
LAND BANK			40,000	6,330,593
WATER FUND			5,074,033	6,047,496
SEWER FUND			4,359,553	4,950,478
STORMWATER FUND			475,497	749,497

JIM BENAGE  
Official Title: MAYOR





DATE: December 11, 2025  
TO: Bel Aire City Council  
FROM: Ted Henry, City Manager  
SUBJECT: Bel Aire Secure Storage

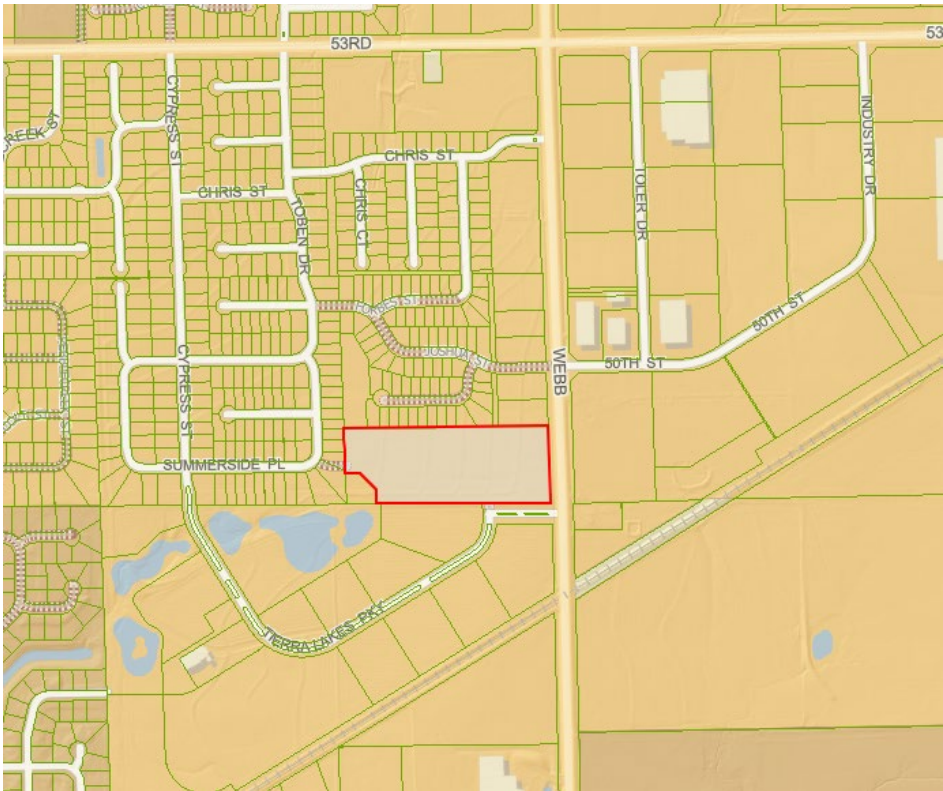
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**Summary**

Bel Aire Secure Storage, LLC requested (and the City Council approved) an IRB and PILOT Agreement in 2022 to support development of their storage facility located on the west side of Webb Road, north of Tierra Verde. The project was divided into two phases. Phase 1 (\$2.5 million) was completed in 2023. Phase 2 (\$484,000) has now been completed and is ready for issuance.

Please note: Bel Aire Secure Storage, LLC is responsible for placing the IRB and meeting all associated financial obligations. The City of Bel Aire assumes no debt responsibility and serves only as a conduit for the bond.

Kevin Cowan will attend the meeting to answer any questions. Staff recommends approving the ordinance and related documents.





GILMORE & BELL, P.C.  
12/05/2025

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

**OF THE  
CITY OF BEL AIRE, KANSAS**

**AUTHORIZING THE ISSUANCE OF  
\$483,603.96  
TAXABLE INDUSTRIAL REVENUE BONDS  
SERIES 2025C  
(BEL AIRE SECURE STORAGE, LLC PHASE 2)**

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(PUBLISHED ON THE CITY WEBSITE, [WWW.BELAIREKS.GOV](http://WWW.BELAIREKS.GOV), ON DECEMBER \_\_, 2025)

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

**AN ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2025C (BEL AIRE SECURE STORAGE, LLC PHASE 2) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A STORAGE FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.**

**THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS HAS FOUND AND DETERMINED:**

A. The City of Bel Aire, Kansas (the “Issuer”) is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has previously issued its Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC) in the aggregate principal amount of \$3,945,737.61 (the “Series 2023 Bonds”), for the purpose of paying the costs of the acquisition, construction and equipping of a commercial storage facility (the “Original Project”), as more fully described in a Bond Agreement (the “Original Bond Agreement”) and in a Project Lease (the “Original Project Lease”), both dated as of December 1, 2023, for lease to Bel Aire Secure Storage, LLC, formerly known as Block 49, LLC, a Kansas limited liability company (the “Tenant”).

C. The Issuer's governing body has now determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2025C (Bel Aire Secure Storage, LLC Phase 2) in the aggregate principal amount of \$483,603.96 (the “Series 2025C Bonds”), for the purpose of paying the costs of the acquisition, construction and equipping of a commercial storage facility (the “Project Additions,” and, with the Original Project, the “Project”), as more fully described in Supplemental Bond Agreement No. 1 and in Supplemental Lease No. 1 authorized in this Ordinance, for lease to the Tenant.

D. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2025C Bonds to execute and deliver the following documents (collectively, the “Bond Documents”):

- (i) a Supplemental Bond Agreement No. 1 (the “Supplemental Bond Agreement No. 1”) among the Issuer, the Tenant and Security Bank of Kansas City, Kansas City, Kansas (the “Bank”), which supplements the Original Bond Agreement (collectively, the Supplemental Bond Agreement No. 1 and Original Bond Agreement are the “Bond Agreement”), prescribing the terms and conditions of issuing and securing the Series 2025C Bonds;
- (ii) a Supplemental Site Lease No. 1 (the “Supplemental Site Lease No. 1”) with the Tenant, which supplements an existing Site Lease dated as of December 28, 2023 (collectively, the Supplemental Site Lease No. 1 and existing Site Lease are the “Site Lease”), under which the Tenant will continue to lease an interest in the Real Property to the Issuer;

- (iii) a Supplemental Project Lease No. 1 (the “Supplemental Project Lease No. 1”) with the Tenant, which supplements the Original Project Lease (collectively, the Supplemental Project Lease No. 1 and Original Project Lease are the “Project Lease”), under which the Issuer will acquire, construct and equip the Project Additions and continue to the Lease the Project to the Tenant in consideration of Basic Rent and other payments;
- (iv) an Agreement for Payment in Lieu of Taxes (the “Agreement for Payment in Lieu of Taxes”) with the Tenant, under which the Tenant will make payments in lieu of taxes for each year after issuance of the Series 2025C Bonds that the Project Additions are exempt from ad valorem taxation; and
- (v) an Origination Fee Agreement (the “Origination Fee Agreement”) to be entered into between the Issuer and the Tenant in conjunction with the issuance of the Series 2025C Bonds.

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2025C Bonds is eligible for exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Series 2025C Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project Additions should be exempt from ad valorem property taxes for a period of 10 years, subject to a payment in lieu of taxes for each year of the exemption, as more particularly described in the Agreement for Payment in Lieu of Taxes. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BELAIRE, KANSAS:**

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in Supplemental Bond Agreement No. 1 and in Supplemental Project Lease No. 1.

Section 2. **Authority to Cause the Project Additions to Be Purchased and Constructed.** The Issuer is authorized to lease the Real Property and cause the Project Additions to be acquired, constructed and equipped in the manner described in Supplemental Bond Agreement No. 1, Supplemental Site Lease No. 1 and Supplemental Project Lease No. 1.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2025C Bonds, to be designated “City of Bel Aire, Kansas Taxable Industrial Revenue Bonds, Series 2025C (Bel Aire Secure Storage, LLC Phase 2)” in the aggregate principal amount of \$483,603.96, for the purpose of providing funds to pay the costs of the acquisition, construction and equipping of the Project Additions. The Series 2025C Bonds will be in the principal amount, will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Bond Agreement. The Series 2025C Bonds will be special limited obligations of the Issuer payable solely from the revenues derived from the Project Lease. The Series 2025C Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer and will not be payable in any manner by taxation.

Section 4. **Authorization of Supplemental Bond Agreement.** The Issuer is authorized to enter into Supplemental Bond Agreement No. 1 with the Bank and the Tenant in the form approved in this Ordinance. The Issuer will issue and sell the Series 2025C Bonds and provide for payment of the Bonds and interest thereon from the revenues derived by the Issuer under the Project Lease and other moneys as described in the Bond Agreement, all on the terms and conditions in the Bond Agreement.

Section 5. **Lease of the Project Additions.** The Issuer will lease an interest in the Real Property and acquire, construct and equip the Project Additions and lease the same to the Tenant according to the provisions of the Site Lease and the Project Lease. The forms of Supplemental Project Lease No. 1 and Supplemental Site Lease No. 1 are hereby approved.

Section 6. **Authorization of Origination Fee Agreement.** At or prior to the issuance of the Series 2025C Bonds, the Issuer will enter into the Origination Fee Agreement with the Tenant providing for the payment to the Issuer of an origination fee upon the terms and subject to the conditions set forth in the agreement, in the form approved in this Ordinance.

Section 7. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2025C Bonds and deliver them to the Bank for authentication on behalf of the Issuer in the manner provided by the Act and in the Bond Agreement. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2025C Bonds, the Bond Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Property Tax Exemption; Payment in Lieu of Taxes.** The Project Additions will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2025C Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals. The Issuer is authorized to enter into the Agreement for Payment in Lieu of Taxes in substantially the form presented for review prior to passage of this Ordinance.

Section 9. **Pledge of the Project Additions and Net Lease Rentals.** The Issuer hereby pledges the Project, and the net rentals generated under the Project Lease to the payment of the Series 2025C Bonds in accordance with K.S.A. 12-1744, on parity with the Series 2023 Bonds. The lien created by the pledge will be discharged when all of the Series 2025C Bonds are paid or deemed to have been paid in accordance with the terms of the Bond Agreement.

Section 10. **Authority To Correct Errors and Omissions.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 11. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2025C Bonds and the Bond Documents.

Section 12. **Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication of the Ordinance in the official City newspaper.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

**PASSED** by the governing body of the Issuer on December 16, 2025 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

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

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. \_\_\_\_ of the City of Bel Aire, Kansas duly passed by the governing body, signed by the Mayor and the signed original of the Ordinance is on file in my office; and that the Ordinance or a summary thereof was published in the official City newspaper on the respective dates stated in this Ordinance.

[SEAL]

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

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON DECEMBER 16, 2025**

The governing body of the City of Bel Aire, Kansas 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, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2025C (BEL AIRE SECURE STORAGE, LLC PHASE 2) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A STORAGE FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

Thereupon, Councilmember \_\_\_\_\_ moved that the Ordinance be passed. The motion was seconded by Councilmember \_\_\_\_\_. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. \_\_\_\_\_, was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

\*\*\*\*\*

(Other Proceedings)

\*\*\*\*\*

CERTIFICATE

I 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 the proceedings are on file in my office.

[SEAL]

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

GILMORE & BELL, P.C.  
12/08/2025

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

**This Agreement**, entered into as of December 22, 2025 between the City of Bel Aire, Kansas (the “Issuer”) and Bel Aire Secure Storage, LLC, formerly known as Block 49, LLC (the “Tenant”);

WITNESSETH THAT:

1.       **Tax Exemption; Payment in Lieu of Taxes.** In consideration of (i) the issuance by the Issuer of its Taxable Industrial Revenue Bonds, Series 2025 (Bel Aire Secure Storage, LLC), in the principal amount of \$483,603.96 (the “Bonds”) to finance acquiring, equipping and constructing of a commercial storage facility (the “Project”) to be leased by the Issuer to the Tenant, (ii) the Tenant's execution of the lease of the Project financed with the proceeds of the Bonds, (iii) the laws of the State of Kansas affording exemption from *ad valorem* property taxation for the portion of the Project acquired, purchased or constructed with the proceeds of the Bonds for a period commencing with the year after calendar year in which bonds are issued, and (iv) the agreement by the Issuer to apply for the exemption if the payments provided for herein are made, the Tenant agrees to make payments in lieu of *ad valorem* property taxes in the amounts specified herein, in the manner provided for herein.

2.       **Amount of Payments; Place of Payment.** In lieu of general *ad valorem* property taxes on the Project for the ten (10) calendar years following the year in which the Bonds are issued, other than special assessments levied on account of special benefits, the Tenant shall pay by separate check to the Treasurer of Sedgwick County, Kansas, or other appropriate office as directed by the Issuer, on or before December 20 in each of the years, with the privilege of half payment as provided by law for general *ad valorem* taxes, a payment in lieu of taxes, the total amount of which is specified below, to be distributed as and for a part of the general *ad valorem* tax collections for all taxing subdivisions in which the Project is located. The total amount of the payments shall be determined as follows

Calendar Year	Payment in Lieu of Taxes
2026	0%
2027	10%
2028	20%
2029	30%
2030	40%
2031	50%
2032	60%
2033	70%
2034	80%
2035	90%

(expressed as a percentage of *ad valorem* tax otherwise payable in respect of the Project)

The amount of the payment in lieu of taxes will be determined in the same manner and according to the same statutory procedure as general *ad valorem* taxes, real and personal, as the case may be, are determined, using the valuations determined by the Sedgwick County Appraiser's office. The payments shall be distributed to all applicable taxing subdivisions in Sedgwick County as provided in K.S.A. 12-1742.

3.       **Reduction of Payment for Actual Taxes Paid.** Except for the *ad valorem* taxes described in **Section 4** herein, the annual amount to be paid pursuant to **Section 2** herein shall be reduced (but not below zero) by any actual *ad valorem* tax payments paid in respect of the real property constituting a part of the Project by or on behalf of the Tenant for any given year.
4.       **No Exemption for Special Assessments and Capital Outlay Levy.** All special assessments and the unified school district's capital outlay levy provided in K.S.A. 72-53,113 that is levied against the real property portion of the Project, if any, will not abate and will continue to be the obligation of the Tenant, payable in the manner provided by law.
5.       **Failure to Make Payment in Lieu of Taxes.** Should the Tenant fail to make the payments required above, penalties and/or interest will be assessed against the Tenant by the Sedgwick County Treasurer in accordance with applicable state laws relating to late tax payments. If the Tenant fails to make a payment required by this Agreement and the failure shall continue for one year, this Agreement shall be deemed terminated effective as of December 20 in the year the payment was originally due, and Tenant agrees that from and after the termination date, it shall pay in full the regular amount of *ad valorem* real estate and personal property taxes on the property constituting the Project.
6.       **Approval of Exemption.** This Agreement is conditioned on the issuance by the Board of Tax Appeals of the State of Kansas of an order exempting the bond-financed portion of the Project from *ad valorem* taxation in accordance with Kansas law, including particularly K.S.A. 79-201a *Twenty-Fourth*.
7.       **Counterparts.** This Agreement may be executed simultaneously and several counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.
8.       **Transferability.** The benefits of this Agreement may be transferred to any assignee of the Project Lease made in accordance with the provisions of the Project Lease between the Issuer and the Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Issuer has caused this Agreement to be signed by a duly authorized official, the signature to be attested by a duly authorized officer and its official seal to be applied, and the Tenant has caused this Agreement to be signed on its behalf by a duly authorized officer, the signature attested by a duly authorized officer, and its corporate seal (if any) to be applied, as of the day and year first above written.

**CITY OF BEL AIRE, KANSAS**

By: \_\_\_\_\_  
Jim Benage, Mayor

[SEAL]

ATTEST:

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

**BEL AIRE SECURE STORAGE, LLC**

By: \_\_\_\_\_  
Name: Andrew Reese  
Title: Manager

GILMORE& BELL, P.C.  
12/08/2025

ORIGINATION FEE AGREEMENT

**THIS ORIGINATION FEE AGREEMENT** (the “**Fee Agreement**”) is made and entered into as of December 22, 2025, by and between BEL AIRE SECURE STORAGE, LLC, FORMERLY KNOWN AS BLOCK 49, LLC, a Kansas limited liability company (the “**Company**”); and the City of Bel Aire, Kansas, a municipal corporation, (the “**City**”).

**WHEREAS**, the City is empowered to issue industrial revenue bonds pursuant to K.S.A. 12-1740 *et seq.*, and to grant property tax exemptions under K.S.A. 79-201a Second, subject to satisfaction of the applicable conditions precedent under State law and City policies; and,

**WHEREAS**, the Company is engaged in the business of commercial storage facilities and desires to conduct that business within the City; and,

**WHEREAS**, the Company has acquired necessary land (the “**Real Property**”) and constructed thereon a storage facility addition (the “**Project Addition**”) for the primary purpose of conducting the Company’s business within the City; and,

**WHEREAS**, the Company has requested the City issue its taxable industrial revenue bonds (the “**Bonds**”) and grant a property tax abatement on the Project Addition financed with the proceeds of the Bonds; and,

**WHEREAS**, in connection with the issuance of the Bonds, the Company has offered to pay the City an origination fee, subject to the conditions in this Fee Agreement; and

**WHEREAS**, the City desires to issue the Bonds and grant a property tax abatement, subject to the conditions in this Fee Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Fee Agreement, the parties agree as follows:

1.

The City agrees to consider, in good faith, the Company’s request for the City to issue its taxable industrial revenue bonds pursuant to K.S.A. 12-1740 *et seq.*, in an amount of \$483,603.96 (the “**Bonds**”) for the purpose of making the proceeds thereof available for the benefit of the Company to pay the costs of acquiring the Project Addition. The City further agrees to consider, in good faith, as a part of the issuance of the Bonds, the request of the Company for the exemption of ad valorem property taxes on the Project Addition for a period of 10 years commencing with the calendar year following the year in which the Bonds are issued. The Company also will qualify for a Sales Tax Exemption Certificate for all Bond-financed personal property acquired for the Project Addition. No exemption shall apply for any Real Property located within a tax increment financing (TIF) district. Any such exemption shall further be subject to both applicable law, the policies of the City, and the provisions of Section 2, hereinafter.
2.

In the event the City grants the exemption set forth in Section 1, above, the City agrees to take all actions reasonably necessary, and the Company shall cooperate, to procure the approval by the Kansas Board of Tax Appeals (“**BOTA**”) of such exemptions. The parties acknowledge that said exemptions are subject to the submission of an appropriate application to, and the approval of such application by, BOTA. The Company acknowledges that, although the City will execute such application

and pursue with the Company such approval, the City makes no assurance that such approval will be given. The Company with the City will pursue such application to obtain an order from BOTA approving such application and granting such exemption. If the Company determines that it is necessary to appeal the order of BOTA to secure such exemption, the City shall cooperate with the Company, at the request and expense of the Company, in pursuance of such appeal. The continuation of such tax abatement (the “Abatement”), on an annual basis, shall be subject to the rules and procedures of BOTA and further subject to the Company’s compliance with this Fee Agreement and with all applicable rules, regulations, statutes and ordinances.

3. On or before the date of closing on the issuance of the Bonds, the Company will pay an origination fee to the City in an amount equal to 1.00% of the aggregate principal amount of the Bonds (\$4,836.04). The City shall use the origination fee solely for local economic development activities, pursuant to K.S.A. 12-1742.

4. The City agrees that it shall make no requirement in the Bond documents for any additional or other origination fees than that set forth above (the foregoing not including, however, the costs of issuance or other fees, costs or expenses which are customarily the responsibility of the beneficiary of industrial revenue bond financing), and other than certain in-lieu-of-tax payments, as prescribed by K.S.A. 12-1742.

5. This Fee Agreement is contingent upon the successful and satisfactory completion of the negotiations of the terms of the Bond issue. In the event such negotiations are not successfully completed or the Bonds are not issued for any reason, then the parties shall be released from the provisions of this Fee Agreement.

6. All notices or communications herein required or which either party desires to give to the other shall be in writing and shall be sent by: certified or registered, return receipt requested, postage prepaid, mail; personal delivery; recognized commercial courier which maintains evidence of delivery; or confirmed electronic or facsimile transmission, and shall be deemed sufficiently given if mailed, delivered or transmitted to the respective party at the address noted for said party, as set forth hereinafter. Regardless of the actual time of receipt, all notices or communications sufficiently given are deemed given 3 days after the postmarked date if given through the mail, and on the day received if given by personal delivery, commercial courier, electronic transmission or facsimile transmission. The addresses are, as follows:

The Company: Bel Aire Secure Storage, LLC,  
5219 N. Hampton  
Bel Aire, Kansas 67226  
Attn.: Manager

The City: City of Bel Aire, Kansas  
7651 East Central Park Avenue  
Bel Aire, Kansas 67226  
Attn: City Clerk

7. This Fee Agreement may be modified, amended or supplemented only by a writing of equal dignity. The parties' legal counsel may, on behalf of their respective clients, execute any writing as aforesaid and such writing shall be deemed authorized and of the same force and effect as if executed by the respective party and may be relied upon by the other party.



8. No party shall delegate or assign this Fee Agreement or any rights or duties hereunder (including by the merger or consolidation of a party with any third person) without the prior, written consent of the other. This Fee Agreement shall be binding upon and shall inure to the benefit of the City and the Company and the respective successors and permitted assigns of each upon execution hereof by the City and the Company. This Fee Agreement creates no rights as a third-party beneficiary or otherwise in any person not a party.

9. This Fee Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

10. This Fee Agreement is entered into in the State of Kansas and shall be interpreted under the laws of that state.

**IN WITNESS WHEREOF**, the parties have executed this Fee Agreement as of the date set forth above.

**CITY OF BEL AIRE, KANSAS:**

**ATTEST:**

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

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

**BEL AIRE SECURE STORAGE, LLC:**

\_\_\_\_\_  
Name: Andrew Reese  
Title: Manager

GILMORE & BELL, P.C.  
12/5/2025

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**SUPPLEMENTAL SITE LEASE NO. 1**

**BY AND BETWEEN**

**BEL AIRE SECURE STORAGE, LLC, FORMERLY KNOWN AS BLOCK 49, LLC**  
**As Lessor**

**AND**

**CITY OF BEL AIRE, KANSAS**  
**As Issuer**

**DATED AS OF DECEMBER 22, 2025**

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## SUPPLEMENTAL SITE LEASE NO. 1

**THIS SUPPLEMENTAL SITE LEASE NO. 1** (the “Supplemental Site Lease No. 1”) is made as of December 22, 2025 between the City of Bel Aire, Kansas, an incorporated city of the second class, duly organized and existing under the laws of the State of Kansas (the “Issuer”), and Bel Aire Secure Storage, LLC, formerly known as Block 49, LLC, a Kansas limited liability company (the “Tenant”), and supplements a Site Lease between the same parties made as of December 28, 2023 (the “Original Site Lease,” and, with this Supplemental Site Lease No. 1, collectively, the “Site Lease”).

### WITNESSETH:

**WHEREAS**, the parties have heretofore entered into the Original Site Lease covering the property described in *Schedule I* of this Supplemental Site Lease No. 1 (the “Real Property”); and

**WHEREAS**, to provide funds to pay the costs of acquiring and constructing certain additions to, and further equipping a commercial storage facility on the Real Property (the “Project Additions”), the Issuer intends to issue and sell its Taxable Industrial Revenue Bonds, Series 2025C in an aggregate principal amount not exceeding \$483,603.96 (the “Series 2025C Bonds”); and

**WHEREAS**, in connection with the Series 2025C Bonds, it is hereby necessary and advisable to amend and supplement the Original Site Lease.

**THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which consideration is hereby acknowledged, the Lessor and the Issuer agree as follows:

**Section 1. Definitions.** Capitalized terms not otherwise defined in this Supplemental Site Lease No. 1 shall have the meanings set forth in the Original Site Lease, a Project Lease between the Issuer and the Tenant, made as of December 28, 2023 (the “Original Project Lease”) and a Supplemental Project Lease No. 1 (the “Supplemental Project Lease No. 1,” and, with the Original Project Lease, collectively, the “Project Lease”).

**Section 2. Amendment of Term.** *Section 2.1* of the Original Site Lease is hereby amended to read as follows:

***Section 2.1 Grant of Leasehold.*** Lessor, in consideration of the issuance of the Bonds and the contemporaneous execution and delivery of a Supplemental Project Lease No. 1, dated as of December 22, 2025, which amends and supplements a Project Lease, dated as of December 28, 2023 (collectively, the Project Lease”) hereby rents, leases and lets unto the Issuer, and the Issuer hereby rents, leases and hires from Lessor, upon and subject to the terms and conditions hereinafter set forth, the Real Property described on *Schedule I* of this Supplemental Site Lease No. 1, for a term commencing as of the date of the delivery of the Original Site Lease and ending on December 22, 2035 (or such earlier date as the principal of, redemption premium, if any, and interest on all Outstanding Bonds is paid in full) (the “Site Lease Term”).

**Section 3. Other Original Site Lease Provisions.** Except as may be specifically otherwise provided herein, and except as a contrary intention clearly appears, all provisions, including definitions, set forth in the Original Site Lease and this Supplemental Site Lease No. 1 are hereby declared to be applicable to the Project, including the Project Additions. As used in the Original Site Lease, the terms “Project” and “Bonds” shall include the Project Additions and the Series 2025C Bonds, respectively.

**Section 4. Ratification and Confirmation of Original Site Lease.** Except as expressly modified in this Supplemental Site Lease No. 1, the Original Site Lease and the covenants therein contained are hereby ratified and confirmed by the parties as of the date of this Supplemental Site Lease No. 1 and shall apply to the Series 2025C Bonds, the proceeds thereof, and the Project Additions.

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year first above written.

**BEL AIRE SECURE STORAGE, LLC**

By: \_\_\_\_\_  
Name: Andrew Reese  
Title: Manager

## ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

This instrument was acknowledged before me on the \_\_\_\_ day of December, 2025, by Andrew Reese, Manager of Bel Aire Secure Storage, LLC, a Kansas limited liability company.

[SEAL]

---

Notary Public

My Appointment Expires:

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**“LESSOR”**

CITY OF BEL AIRE, KANSAS

By: \_\_\_\_\_  
Jim Benage, Mayor

(SEAL)

ATTEST:

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

ACKNOWLEDGMENT

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF SEDGWICK    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2025 by Jim Benage, Mayor of the City of Bel Aire, Kansas.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed Name of Notary Public

(SEAL)

My Appointment Expires:

\_\_\_\_\_

“ISSUER”

***SCHEDULE I***

SCHEDULE I TO THE SITE LEASE DATED AS OF DECEMBER 28, 2023 AS AMENDED AND SUPPLEMENTED BY SUPPLEMENTAL SITE LEASE NO. 1 DATED AS OF DECEMBER 22, 2025, BETWEEN BEL AIRE SECURE STORAGE, LLC, FORMERLY KNOWN AS BLOCK 49, LLC AND THE CITY OF BEL AIRE, KANSAS

**PROPERTY SUBJECT TO LEASE**

(A) The following described real estate located in Sedgwick County, Kansas, to wit:

LOT 1, BLOCK 1, SKYVIEW AT BLOCK 49 3RD ADDITION, to the City of Bel Aire,  
Kansas

the real property constituting the “Real Property” as referred to in the Site Lease as amended and supplemented by Supplemental Site Lease No. 1, subject to Permitted Encumbrances.

GILMORE & BELL, P.C.  
12/5/2025

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**SUPPLEMENTAL BOND AGREEMENT NO. 1**

**between**

**CITY OF BEL AIRE, KANSAS**

**and**

**SECURITY BANK OF KANSAS CITY  
KANSAS CITY, KANSAS**

**and**

**BEL AIRE SECURE STORAGE, LLC,  
FORMERLY KNOWN AS BLOCK 49, LLC**

**Dated as of December 18, 2025**

---

**City of Bel Aire, Kansas  
\$483,603.96  
Taxable Industrial Revenue Bonds  
Series 2025  
(Bel Aire Secure Storage, LLC Phase 2)**

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SUPPLEMENTAL BOND AGREEMENT NO. 1

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## SUPPLEMENTAL BOND AGREEMENT NO. 1

**THIS SUPPLEMENTAL BOND AGREEMENT NO. 1**, dated as of December 22, 2025, between the City of Bel Aire, Kansas, an incorporated city of the second class, duly organized under the laws of the State of Kansas (the "Issuer"), Security Bank of Kansas City, Kansas City, Kansas, a banking corporation or association organized under the laws of the United States of America or one of the states thereof (the "Bank"), having a commercial banking office in Kansas City, Kansas, as depository, fiscal agent and paying agent, and Bel Aire Secure Storage, LLC, formerly known as Block 49, LLC, a Kansas limited liability company (the "Tenant"), which amends and supplements a Bond Agreement dated as of December 28, 2023, between the same parties (the "Original Bond Agreement"), incorporated herein by reference.

**WHEREAS**, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC) in the aggregate principal amount of \$3,945,737.61 (the "Series 2023 Bonds") pursuant to the Original Bond Agreement; and the Issuer with the consent of the owner of the Series 2023 Bonds, is now issuing Additional Bonds to be secured on a parity of lien basis with the Series 2022 Bonds; and

**WHEREAS**, the Issuer's governing body passed Ordinance No. \_\_\_\_\_, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds in the principal amount of \$483,603.96 for the purposes of paying the costs of acquiring, constructing, installing and equipping additional improvements (the "Project Additions") adjacent to the Project purchased with the proceeds of the Series 2023 Bonds, and authorizing the Issuer to continue to lease the Project as augmented by the Project Additions to the Tenant; and

**WHEREAS**, the Tenant has requested that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2025C (Bel Aire Secure Storage, LLC Phase 2), in the principal amount of \$483,603.96 (the "Series 2025C Bonds") to pay the costs of the Project Additions; and

**WHEREAS**, pursuant to Ordinance No. \_\_\_\_\_, the Issuer is authorized (i) to execute and deliver this Supplemental Bond Agreement No. 1 for the purpose of issuing and securing the Series 2025C Bonds, as well as the Series 2023 Bonds and any Additional Bonds issued and secured under the Bond Agreement (collectively the "Bonds"), as hereinafter provided, and (ii) to enter into Supplemental Lease No. 1 (the "Supplemental Lease"), between the Issuer and the Tenant, under which the proceeds of the Series 2025C Bonds shall be used to acquire, construct, install, extend, remodel and equip the Project Additions, and pursuant to which Issuer shall lease the Project Additions to the Tenant, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2025C Bonds as the same become due (as well as all other Bonds Outstanding under the Bond Agreement); and

**WHEREAS**, all things necessary to make the Series 2025C Bonds, when authenticated by the Bank and issued as provided in this Supplemental Bond Agreement No. 1 and in the Original Bond Agreement (collectively, the "Bond Agreement"), the valid and legally binding limited obligations of the Issuer, and to constitute this Supplemental Bond Agreement No. 1 a valid and legally binding pledge and assignment of the Project Additions as additional security for the payment of the principal of, premium, if any, and interest on the Bonds, have been done and performed, and the execution and delivery of this Supplemental Bond Agreement No. 1 and the execution and issuance of the Series 2025C Bonds, subject to the terms hereof, have in all respects been duly authorized;

**NOW THEREFORE**, the Issuer, the Bank and the Tenant hereby agree as follows:

Section 1. **Definitions.** In addition to the words and terms defined elsewhere in this Supplemental Bond Agreement No. 1, the capitalized words and terms in this Supplemental Bond Agreement No. 1 and in the Original Bond Agreement, the Original Lease and the Supplemental Lease shall have the meanings assigned in the Definitions sections contained therein, unless some other meaning is plainly intended.

**"Bond Agreement"** means the Original Bond Agreement, between the Issuer, the Tenant and the Bank, as amended and supplemented by this Supplemental Bond Agreement No. 1.

**"Bonds"** means the (i) Series 2023 Bonds issued pursuant to the Original Bond Agreement; and (ii) the Series 2025C Bonds issued pursuant to this Supplemental Bond Agreement.

**"Dated Date"** means, with respect to the Series 2023 Bonds, the Issue Date of the Series 2023 Bonds and, with respect to the Series 2025C Bonds, the Issue Date of the Series 2025C Bonds.

**"Original Bond Agreement"** means the Bond Agreement, dated as of the Issue Date of the Series 2023 Bonds, between the Issuer, the Tenant and the Bank.

**"Original Lease"** means the Lease dated as of the Issue Date of the Series 2023 Bonds, between the Issuer and the Tenant.

**"Project Additions"** means the acquisition, construction and installation of additions to the Project financed with proceeds of the Series 2025C Bonds described in *Schedule I* hereto and any additions, modifications, improvements, replacements, repairs, renewals, reconstruction or restoration thereof, therefor or thereto made pursuant to Section 11.1 or 12.1 of the Lease.

**"Project Lease"** means the Project Lease dated as of the Issue Date of the Series 2023 Bonds, between the Issuer and the Tenant, as amended and supplemented by Supplemental Project Lease No. 1.

**"Series 2023 Bonds"** means the Issuer's Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC), in the aggregate principal amount of \$3,945,737.61.

**"Series 2025C Bonds"** means the Issuer's Taxable Industrial Revenue Bonds, Series 2025C (Bel Aire Secure Storage, LLC Phase 2), in the aggregate principal amount of \$483,603.96.

**"Site Lease"** means the Site Lease dated as of the Issue Date of the Series 2023 Bonds, between the Tenant and the Issuer, as amended and supplemented by Supplemental Site Lease No. 1.

**"Supplemental Assignment"** means the Supplemental Assignment of Site Lease and Project Lease, dated of the Issue Date of the Series 2025C Bonds, from the Issuer to the Bank.

**"Supplemental Bond Agreement No. 1"** means this Supplemental Bond Agreement No. 1, dated Issue Date of the Series 2025C Bonds, between the Issuer, the Tenant and the Bank.

**"Supplemental Project Lease No. 1"** means Supplemental Project Lease No. 1, dated as of Issue Date of the Series 2025C Bonds, between the Issuer and the Tenant.

**"Supplemental Site Lease No. 1"** means Supplemental Site Lease No. 1, dated as of Issue Date of the Series 2025C Bonds, between the Tenant and the Issuer.

**Section 1. Owner's Representations.** The Owner represents that: (a) it is purchasing the Series 2025C Bonds solely for its own account for investment purposes only, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of its property will remain at all times within its control); (b) it has had access to, and has examined to the extent it deems necessary (i) information concerning the Project and the Series 2025C Bonds, (ii) copies of the Ordinance, the Bond Agreement, the Site Lease, and the Project Lease relating to the authorization of and security for payment of the Bonds, and (iii) financial statements and other data of the Tenant which it considers sufficient to enable it to form a decision concerning such purchase; (c) it has had all questions answered by appropriate officers and employees of the Tenant, and it has received all information necessary for it to evaluate the merits and risks of purchasing the Series 2025C Bonds; (d) it has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bonds in particular, to enable it to evaluate the risks involved in an investment in the Series 2025C Bonds, and it confirms that its investment in the Series 2025C Bonds constitutes an investment that is suitable for and consistent with its investment program and that it is able to bear the economic risk of an investment in the Series 2025C Bonds, including a complete loss of such investment; (e) it understands that the Series 2025C Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to it in reliance upon certain exemptions from registration and in reliance upon its representations and warranties set forth herein; and (f) it will only offer, sell, pledge, transfer or exchange any of the Series 2025C Bonds it purchases (i) in accordance with an available exemption from the registration requirements of *Section 4* of the 1933 Act, (ii) in accordance with any applicable state securities law and (iii) in accordance with the provisions of the Series 2025C Bonds and this Bond Agreement. The Owner acknowledges that (i) no CUSIP numbers will be obtained for the Series 2025C Bonds, (ii) no official statement or other similar offering document has been prepared in connection with the private placement of the Series 2025C Bonds, and (iii) the Series 2025C Bonds will not close through the Depository Trust Company or any similar repository and will not be in book entry form.

**Section 2. The Series 2025C Bonds.** The Series 2025C Bonds are described as follows:

(a) *Principal Amount; Purchase Price; Form of Bonds; Source of Repayments.* The Series 2025C Bonds shall be issued by the Issuer in an aggregate principal amount of \$483,603.96 and shall be purchased by the initial purchaser of the Series 2025C Bonds at their par principal amount for the purpose of providing funds to pay, or reimburse the Tenant for payment of, Project Costs of the Project Additions. They shall be in substantially the form attached hereto as *Exhibit A*.

The Series 2025C Bonds shall be payable as set forth in *Exhibit A* and shall be dated, bear interest, and be subject to redemption and transfer as set forth in such form. All of the terms and provisions of the Series 2025C Bonds as set forth in *Exhibit A* are incorporated into the Bond Agreement by reference. The Bonds and the interest and redemption premium, if any, thereon will not be a general obligation of the Issuer, but shall be payable solely out of the revenues derived by the Issuer pursuant to the Project Lease (except to the extent payable from proceeds of sale or re-letting of the Project). Payment of principal, redemption premium, if any, and interest on the Series 2025C Bonds is secured by a pledge of the Project and the net rentals therefrom pursuant to the Ordinance.

(b) *Incorporation of Original Bond Agreement; Parity of Lien.* Except as to differences in the maturities thereof and in the rates of interest and the provisions for redemption, and except as otherwise stated in this Supplemental Bond Agreement No. 1, the Series 2025C Bonds authorized herein shall be on a parity with and shall be entitled to the same benefit and security as the Series 2023 Bonds issued under the Original Bond Agreement. Except as specifically provided herein, the Series 2025C Bonds herein authorized are and shall be governed by all of the provisions of the Original Bond Agreement with respect to the payment of principal, redemption premium, if any, and interest of such Series 2025C Bonds, the collection and disposition

of revenues, the covenants of the Issuer, the nature and extent of the security for Bonds, the rights, duties and obligations of the Issuer, the rights of the Bond Owners, and the provisions relating to amendments, events of default, enforcement, acceleration in the event of default and defeasance, and all other provisions of the Original Bond Agreement. In case any provision, covenant, stipulation, obligation or agreement contained in the Series 2025C Bonds or in this Supplemental Bond Agreement No. 1 shall for any reason be held to be in violation of, or contrary to or conflict with the provisions of the Original Bond Agreement, then the provisions of this Supplemental Bond Agreement No. 1 shall be deemed to control to the extent applicable.

(c) *Execution and Authentication of Bonds.* The Series 2025C Bonds shall be executed as specified in *Exhibit A*. If any officer of the Issuer whose signature appears on the Series 2025C Bonds shall cease to be such officer before delivery of the Series 2025C Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery. The Series 2025C Bonds may be executed by such persons as shall be the proper officers to sign the Series 2025C Bonds at the actual time of execution of the Bonds although at the date of such Bonds such person may not have been such officer. The Bonds shall have endorsed thereon a Certificate of Authentication, which shall be manually executed by the Bank as fiscal agent and paying agent for the Issuer upon the initial delivery of the certificate. No Bonds shall be entitled to any security or benefit under this Bond Agreement or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed. The Certificate of Authentication on any Bond certificate shall be deemed to have been duly executed when signed by any authorized officer or employee of the Bank.

(d) *Confirmation of Fiscal Agent and Paying Agent; Registration and Transfer of Bonds; Annual Report to Issuer.* The Bank shall continue to serve as the Issuer's fiscal agent and paying agent. Ownership of the Series 2025C Bonds may be transferred as set forth in the form of the Series 2025C Bonds attached hereto as *Exhibit A*. If ownership of any Bonds is transferred, the assigned Bond certificates shall be reissued to the transferee by the Bank as fiscal agent and paying agent for the Issuer, and shall be authenticated as of the payment date immediately preceding the effective date of the transfer. The Bank shall, upon request, report to the Issuer the principal balance outstanding on the Bonds as of the preceding December 31, and the amount of principal and interest paid on the Bonds during that year, in order to enable the Issuer to timely report such information to the State of Kansas as required by law.

(e) *Negative Covenant Regarding Issuance of Additional Bonds Consent to Issuance of Series 2025C Bonds.* The Issuer will not issue any other obligations payable out of the revenues derived by the Issuer pursuant to the Project Lease or secured by an assignment, security interest in or other lien upon any of the rights of the Issuer in the Project and under the Site Lease and Project Lease without the written consent of all Owners. The Tenant, as the sole registered owner of the Series 2023 Bonds, hereby consents to the issuance of the Series 2025C Bonds.

(f) *Security for Bonds.* The Issuer has by Ordinance pledged the Project and the net rentals generated by the Issuer under the Project Lease as security for payment of the principal of, redemption premium, if any, and interest on the Bonds.

(g) *Provision for Payment of Bonds.* Bonds shall be deemed to be paid when payment of the principal, redemption premium, if any, and interest to the due date thereof (whether by reason of maturity or earlier redemption, or otherwise), either (i) has actually been made in accordance with the terms thereof, or (ii) has been provided for by depositing with a bank or trust company, including the Bank, if eligible, in trust and irrevocably set aside exclusively for such payment (i) cash sufficient to make such payment or (ii) non-callable Government Securities maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payments when due. Bonds shall also be deemed paid if the Bond certificate(s) are surrendered to the Bank as paying agent, accompanied by a written communication from the registered Owner waiving payment and directing that they be

cancelled without actual payment. At such time as a Bond shall be deemed to be paid as provided in this paragraph, it shall no longer be secured by the pledge of the Project or the revenues generated under the Project Lease or entitled to benefit from this Bond Agreement, except for the purpose of receiving payment from such moneys or Government Securities.

**Section 3. Project Fund, Debt Service Fund and Other Funds.** The following funds and accounts shall be established:

(a) *Project Fund.* There is hereby ratified the previously established separate special fund with the Bank designated “City of Bel Aire, Kansas Project Fund (Bel Aire Secure Storage, LLC),” which is and shall be held, invested and disbursed by the Bank as provided in *Section 5* of the Original Bond Agreement and *Article V* of the Original Project Lease. All moneys that will remain on deposit in the Project Fund for over 10 days shall be invested in Permitted Investments as directed in writing by the Tenant (or in the absence of Tenant's written direction, in Permitted Investments described in paragraph (c) of the definition). The proceeds of the Series 2025C Bonds and any investment earnings accruing thereof shall be deposited in the Project Fund. The Bank shall disburse moneys in the Project Fund to pay Project Costs for the Project Additions in accordance with the provisions of *Article V* of the Original Project Lease. If any moneys remain in the Project Fund thirty (30) days after the Issue Date of the Series 2025C Bonds, they shall be deposited in the Debt Service Fund and used as provided in *Section 3(b)* below.

(b) *Debt Service Fund.* There is also hereby ratified the previously established separate special fund with the Bank designated “City of Bel Aire, Kansas Debt Service Fund (Bel Aire Secure Storage, LLC),” which shall be held, invested in Permitted Investments and disbursed by the Bank as provided in *Section 5* of the Original Bond Agreement and in *Section 3.1* of the Original Project Lease. All payments of Basic Rent received by the Bank under the Project Lease shall be deposited in the Debt Service Fund. On each date on which interest or principal is payable on the Bonds as provided therein, the Bank shall withdraw moneys from the Debt Service Fund sufficient to make such payments on the Bonds, and shall transmit such moneys by check or draft mailed to each Owner at the address as shown on the Bank's records. All moneys on deposit or to be deposited in the Debt Service Fund from time to time shall be deemed pledged exclusively to payment of principal and interest on the Bonds, and the Issuer hereby grants to all Owners a security interest in the Debt Service Fund and the moneys on deposit or to be deposited therein from time to time to secure payment of the Bonds. If, after the Bonds have been fully paid and discharged, moneys remain on deposit in the Debt Service Fund, such moneys shall be returned to the Tenant.

**Section 4. Ratification and Confirmation of Original Bond Agreement.** Except as expressly modified in this Supplemental Bond Agreement No. 1, the Original Bond Agreement and the covenants therein contained are hereby ratified and confirmed by the parties as of the date of this Supplemental Bond Agreement No. 1, and except as otherwise provided herein, shall apply to the Series 2025C Bonds, the proceeds thereof, and the Project Additions.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Bond Agreement to be duly executed by their duly authorized officials or officers.

**CITY OF BEL AIRE, KANSAS**

[SEAL]

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**BEL AIRE SECURE STORAGE, LLC**

By: \_\_\_\_\_

Name: Andrew Reese

Title: Manager

**SECURITY BANK OF KANSAS CITY,  
Kansas City, Kansas**

By: \_\_\_\_\_

Name: Shawn Hoebener

Title: Vice President

EXHIBIT A

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 2833 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SECURITY SHALL BE MADE. THE BANK, AS FISCAL AGENT AND PAYING AGENT, SHALL BE CONSIDERED UNDER "STOP TRANSFER" ORDERS FOR ALL TRANSFERS OF BONDS UNLESS: (i) THERE SHALL HAVE BEEN DELIVERED TO THE TENANT AND THE BANK PRIOR TO THE TRANSFER, SALE ASSIGNMENT OR HYPOTHECATION AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE TENANT AND THE BANK, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 2833 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (ii) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 2833 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (i) AND (ii), THERE SHALL HAVE BEEN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE BANK, AS BOND REGISTRAR, SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE BOND AGREEMENT.

No. R-\_\_\_\_\_ \$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF KANSAS

CITY OF BEL AIRE, KANSAS

TAXABLE INDUSTRIAL REVENUE BOND  
SERIES 2025C  
(Bel Aire Secure Storage, LLC Phase 2)

The City of Bel Aire, Kansas (the "Issuer"), hereby promises to pay, solely out of the sources hereinafter specified, \_\_\_\_\_, the registered Owner hereof, or registered assigns (an "Owner"), the principal sum of

\_\_\_\_\_ DOLLARS

plus, interest on the unpaid balance hereof accruing from the Issue Date until paid, in lawful money of the United States of America, at the rates and payable as follows:

- (a) From the Issue Date of this Bond to the Final Maturity Date (herein defined), interest shall be paid in arrears at the Fixed Rate (herein defined), commencing on the First Payment Date and continuing on each Payment Date thereafter until the Final Maturity Date.
- (b) One final payment in the amount of the entire unpaid principal balance hereunder (including all accrued and unpaid interest) shall be paid on the Final Maturity Date.

A "Business Day" shall mean a day on which the Bank is open for business at its commercial bank office in Kansas City, Kansas.

The "Final Maturity Date" shall be December 22, 2035.

The "First Payment Date" shall be December 22, 2026.



The “Fixed Rate” shall mean \_\_\_\_% per annum, computed on the basis of 30 days per month for 360 days per year.

The “Issue Date” shall mean the date endorsed by the fiscal agent and paying agent on the Certificate of Authentication on this Bond.

The “Payment Date” shall be each December 22.

Payments of principal of and redemption premium, if any, and interest on this Bond shall be made in immediately available funds no later than 11:00 A.M., Central time, on the Payment Date, at Security Bank of Kansas City (the “Bank”) at its commercial banking office in Kansas City, Kansas or such other place as the Bank may from time to time designate in writing, in lawful money of the United States of America. If the principal of or interest on this Bond falls due on a day other than a Business Day, then such due date shall be extended to the next succeeding full Business Day. If payment is made by check, the check must be delivered to the Bank at least 3 Business Days prior to the Payment Date.

If there is a default in the payment of any item or installment when due, the item or installment so in default shall continue as an obligation hereunder until the same shall be fully paid, and such item or installment shall be payable upon demand with interest thereon.

This Bond is issued pursuant to an Ordinance of the governing body of the Issuer and a Bond Agreement dated as of December 28, 2023, as amended and supplemented by Supplemental Bond Agreement No. 1, dated as of the Issue Date of this Series 2025C Bond (collectively, the “Bond Agreement”), between the Issuer, the Bank and Bel Aire Secure Storage, LLC (the “Tenant”), for the purpose of providing funds for acquiring, constructing and equipping of additions (the “Project Additions”) to a storage facility located in the City of Bel Aire, Kansas (collectively, the existing land, improvements and the Project Additions are referred to as the “Project”), to be made pursuant to a Project Lease, dated as of December 28, 2023, as amended and supplemented by Supplemental Lease No. 1 dated as of the Issue Date of this Series 2025C Bond (collectively, the “Project Lease”), between the Issuer and the Tenant by the authority of and in conformity with the constitution and statutes of the state of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and all other laws of said state applicable thereto.

This Bond and the interest and redemption premium, if any, hereon are payable solely out of the revenues derived by the Issuer from the Project and pursuant to the Project Lease. Payment of the Series 2025C Bonds is on a parity of lien basis with payment of the Issuer's Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC) (the “Series 2023 Bonds”), and the lien of the Series 2025C Bonds on the Project and the revenues derived by the Issuer from the Project pursuant to the Project Lease is on a parity of lien basis with the lien on the Series 2023 Bonds and the Series 2025C Bonds. This Bond and the interest and redemption premium, if any, hereon do not constitute a debt of the Issuer, or of the State of Kansas, and neither the Issuer nor said state shall be liable thereon, and this Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. To secure the payment of the principal of and redemption premium, if any, and interest on this Bond, the Issuer has assigned to the Bank substantially all its rights under the Project Lease pursuant to an Assignment of Site Lease and Project Lease, as amended and supplemented (the “Assignment”). Reference is hereby made to the Bond Agreement, a Site Lease dated as of December 28, 2023, as amended and supplemented by a Supplemental Site Lease No. 1, dated as of Issue Date of the Series 2025C Bonds, between the Tenant and the Issuer, the Project Lease, and the Assignment, for a further description of the Project, the rights, duties and obligations of the Issuer, the Tenant, the Bank and any other Owners, the security for this Bond and such obligations hereunder.

In the event of a Change of Circumstances (as defined in the Bond Agreement), this Bond shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

This Bond is also subject to redemption in whole or in part, in even multiples of \$100 by the Issuer, at the option of and upon instructions from the Tenant to the Issuer, on any date, at the par value of the principal amount thereof, without premium, plus interest accrued to the date of redemption.

This Bond shall be redeemed in part, in order to exhaust any money that may remain in the Project Fund after the Completion Date and after payment in full of all Project Costs (as the terms are defined in the Bond Agreement) as soon as practicable after such Completion Date at a price equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the redemption date, without premium.

This Bond shall be redeemed in part, in order to exhaust any Net Proceeds (as defined in the Project Lease) of insurance or condemnation awards paid into the Debt Service Fund as soon as practicable after receipt at a price equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the redemption date, without premium.

Unless waived by the applicable Owner, notice of any call for redemption at the option of the Tenant shall be given by the Issuer or the Tenant on behalf of the Issuer to each Owner at its address as it appears on the records maintained by the Bank as fiscal agent and paying agent by first class mail, postage prepaid, mailed not less than ten (10) days prior to the redemption date.

All portions of this Bond so called for redemption will cease to bear interest on the specified redemption date, provided funds or securities in which such funds are invested for their redemption are on deposit with the paying agent on or prior to the redemption date, and shall no longer be entitled to the benefits and protection of the Bond Agreement and shall not be deemed to be outstanding.

If this Bond is redeemed in part, notice need not be delivered to the Bank or the Issuer to note such partial redemption, but the Owner shall note such partial redemption by endorsing the acknowledgment provided on this Bond. Any redemption in part of this Bond shall be applied to reduce the installments of principal hereof in inverse order of their maturity.

This Bond is issuable in the form of a fully registered Bond without coupons. This Bond shall be transferable by the Owner upon the surrender of the certificate or certificates representing this Bond for transfer or exchange at the offices of the Bank as fiscal agent and paying agent, accompanied, in the case of a transfer, by a written instrument of transfer executed by the Owner or its attorney-in-fact duly authorized in writing. Upon such surrender, the Bank shall cause the Issuer to execute and deliver in the name of the transferee a new registered Bond certificate or certificates in an aggregate principal amount equal to the unpaid principal amount hereof. The Issuer, the Bank and the Tenant may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner of the principal amount represented by this certificate for the purpose of receiving payment of, or on account of, the principal or interest due hereon and for all other purposes. Transfer of this Bond certificate is subject to further conditions and restrictions as further endorsed hereon.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Agreement, the principal of this Bond may be declared due and payable before the stated maturity hereof, together with interest accrued hereon. Modifications or alterations of this Bond may be made only to the extent and in the circumstances permitted by the Bond Agreement.

**IN WITNESS WHEREOF**, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of the Issue Date of this Bond.

**CITY OF BEL AIRE, KANSAS**

By: \_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
City Clerk

---

**CERTIFICATE OF AUTHENTICATION**

This Bond certificate evidences ownership of the City of Bel Aire, Kansas Taxable Industrial Revenue Bonds, Series 2025 (Bel Aire Secure Storage, LLC Phase 2), as described herein and in the Bond Agreement described herein. The Issue Date of this Bond is December [22], 2025.

**SECURITY BANK OF KANSAS CITY**  
**Kansas City, Kansas,**  
**as fiscal agent and paying agent**

By: \_\_\_\_\_  
Authorized Officer

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bank for the registration and transfer of Bonds.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Owner]

\_\_\_\_\_  
(Name of Eligible Guarantor Institution)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15) or any similar rule which the Bank deems applicable.

**THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.**

ACKNOWLEDGMENT OF PARTIAL REDEMPTION  
RECORD OF PAYMENTS

Partial prepayments of the principal of this Bond may be made directly to the registered Owner hereof without surrender hereof to the Bank, and each registered Owner hereof may record such prepayment on the table set forth below. Accordingly, any purchaser or other transferee of this Bond should verify with the Bank the principal hereof outstanding prior to such purchase or transfer, and the records of the Bank shall be conclusive for such purposes.

<u>Payment</u>			<u>Payment</u>		
<u>Date</u>	<u>Amount Paid</u>	<u>Signature</u>	<u>Date</u>	<u>Amount Paid</u>	<u>Signature</u>

GILMORE & BELL, P.C.  
12/5/2025

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**CITY OF BEL AIRE, KANSAS**

**AS ISSUER**

**AND**

**BEL AIRE SECURE STORAGE, LLC, FORMERLY KNOWN AS BLOCK 49, LLC**

**AS TENANT**

**SUPPLEMENTAL PROJECT LEASE NO. 1**

**DATED AS OF DECEMBER 22, 2025**

**\$483,603.96**

**TAXABLE INDUSTRIAL REVENUE BONDS  
SERIES 2025C  
(BEL AIRE SECURE STORAGE, LLC PHASE 2)**

SUPPLEMENTAL PROJECT LEASE NO. 1

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## SUPPLEMENTAL PROJECT LEASE NO. 1

**THIS SUPPLEMENTAL PROJECT LEASE NO. 1** (the “Supplemental Project Lease No. 1”) is made as of December 22, 2025 between the City of Bel Aire, Kansas, an incorporated city of the second class, duly organized and existing under the laws of the State of Kansas (the “Issuer”), and Bel Aire Secure Storage, LLC, formerly known as Block 49, LLC, a Kansas limited liability company (the “Tenant”), and supplements a Project Lease between the same parties made as of December 28, 2023 (the “Original Project Lease,” and, with Supplemental Project Lease No. 1, collectively, the “Project Lease”).

**WHEREAS**, the parties have heretofore entered into the Original Project Lease covering the property described in *Schedule I* of this Supplemental Project Lease No. 1; and

**WHEREAS**, all of such property (as well as the Project Additions hereinafter described) is included within the term “Project” as used in the Original Project Lease and in this Supplemental Project Lease No. 1 (collectively, the “Project Lease”); and

**WHEREAS**, the Project and all rentals due under the Original Project Lease were pledged to secure payment of the City of Bel Aire, Kansas Taxable Industrial Revenue Bonds, Series 2023, in the original principal amount of \$3,945,737.61 (the “Series 2023 Bonds”), which were issued under a Bond Agreement among the Issuer, Security Bank of Kansas City (the “Bank”), and the Tenant, dated as of December 28, 2023 (the “Original Bond Agreement”), the proceeds of which were used to pay the costs of acquire, equip and construct a commercial storage facility located on the Real Property described in *Schedule I* to the Original Project Lease; and

**WHEREAS**, Issuer is a duly incorporated city of the second class of the State of Kansas, with authority to enter into this Supplemental Project Lease No. 1, acting by and through its governing body, in the public interest and for a public purpose, by providing for economic development opportunities and the economic stability of the Issuer and the State of Kansas, all as authorized by K.S.A. 12-1740 *et seq.*; and

**WHEREAS**, to provide funds to pay the costs of acquiring and constructing certain additions to, and further equipping (the “Project Additions”) the Project, the Issuer intends to issue and sell its Taxable Industrial Revenue Bonds, Series 2025C in an aggregate principal amount not exceeding \$483,603.96 (the “Series 2025C Bonds”), which shall be on a parity with and shall be entitled to the same benefit and security as the Series 2023 Bonds, all of which series of bonds are sometimes hereafter called the “Bonds;” and

**WHEREAS**, the Bonds shall be secured by a pledge of the Project and all additions to the Project, including the Project Additions, all of which is hereafter referred to as the “Project,” and by a pledge of all rentals under the Project Lease; and

**WHEREAS**, the governing body of the Issuer has passed an ordinance authorizing the issuance of the Series 2025C Bonds, fixing the amount and terms thereof and describing the purposes for which the Series 2025C Bonds are being issued, authorizing the Issuer to enter into Supplemental Bond Agreement No. 1 (the “Supplemental Bond Agreement No. 1,” and, with the Original Bond Agreement, collectively, the “Bond Agreement”)) to provide for the issuance and securing of the Series 2025C Bonds, and authorizing the Issuer to enter into this Supplemental Project Lease No. 1 to provide for rental payments sufficient to pay the principal of, premium, if any, and interest on all Bonds Outstanding from time to time under the Bond Agreement (including the Series 2025C, Bonds);

**WHEREAS**, the Tenant, pursuant to the foregoing proposals of the Issuer, desires to continue to lease the Project from the Issuer for the rentals and upon the terms and conditions set forth in the Project Lease;

**NOW, THEREFORE**, in consideration of the premises, of other good and valuable consideration, and of the mutual benefits, covenants and agreements herein contained, the parties hereto further supplement the Original Project Lease and agree as follows:

## **ARTICLE I**

Section 1. **Definitions.** Capitalized terms not otherwise defined in this Supplemental Project Lease No. 1 shall have the meanings set forth in the Original Project Lease, the Original Bond Agreement and the Supplemental Bond Agreement No. 1. In addition to the words, terms and phrases defined in the Original Project Lease and in the Bond Agreement, the capitalized words, terms and phrases as used herein shall have the meanings set forth in the Glossary of Words and Terms attached as *Appendix C*, unless the context or use indicates another or different meaning or intent.

Section 2. **Representations and Covenants of Tenant.** Tenant hereby ratifies and confirms the following covenants and representations of Tenant as originally set forth in the Section 1.2(a) of the Original Project Lease with respect to the Series 2025C Bonds and the Project Additions.

Section 3. **Acquisition and Construction of Project Additions.** Tenant covenants to cause the Project Additions to be purchased and constructed in accordance with plans and specifications prepared by Tenant and in accordance with this Supplemental Project Lease No. 1. The Authorized Tenant Representative may make changes and alterations in the plans and specifications so long as such changes do not impair the usefulness of the Project Additions or change the character of the Project Additions. In addition, Tenant covenants that it will pay or cause to be paid any and all Costs of Issuance not paid from the proceeds and sale of the Series 2025C Bonds, and all expenses of the Issuer incurred in connection with the issuance of the Series 2025C Bonds.

Section 4. **Project Contracts.** Tenant has entered into or will enter into a contract or contracts for acquisition and/or construction of the Project Additions (the "Project Contracts"). Tenant hereby conveys, transfers and assigns to Issuer all of Tenant's interest in the Project Contracts and all work which has been or may have been performed on the Project Additions pursuant to the Project Contracts or otherwise, and Issuer hereby designates Tenant as Issuer's agent for the purpose of executing and performing the Project Contracts. Any and all amounts received by Issuer, Bank or Tenant from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund.

Section 5. **Payment of Project Costs for Buildings and Improvements.** Issuer hereby agrees to pay for the construction of the buildings and improvements constituting the Project Additions, but solely from the Project Fund, and hereby authorizes and directs the Bank to pay for the same, but solely from the Project Fund, from time to time, upon receipt by the Bank of a certificate signed by the Authorized Tenant Representative in the form set forth as *Appendix A*. With regard to Project Contracts entered into by Tenant for construction of buildings and regarding materials and/or labor furnished to the site of the Project Additions at the order of Tenant without formal contract, or by subcontract with Tenant acting as general contractor, the Bank may disburse payment therefor upon receipt of releases or waivers of statutory mechanic's or subcontractor's liens by all vendors or subcontractors receiving payment or furnishing labor or materials as a subcontractor of the vendor or subcontractor receiving payment.

The sole obligation of Issuer under this paragraph shall be to cause the Bank to make such disbursements upon receipt of such certificates. The Bank may rely fully on any such directions and shall not be required to make any investigation in connection therewith, except that the Bank shall investigate requests

for reimbursements directly to the Tenant and shall require such supporting evidence as would be required by a reasonable and prudent trustee.

Section 6. **Payment of Project Costs for Machinery and Equipment.** Issuer hereby agrees to pay for the purchase and installation of any machinery and equipment constituting a part of the Project Additions, but solely from the Project Fund, from time to time, upon receipt by the Bank of a certificate signed by the Authorized Tenant Representative in the form provided as *Appendix A* and accompanied by the following specific information:

- (a) Name of Seller;
- (b) Name of the manufacturer;
- (c) A copy of the seller's invoice, purchase order or other like document evidencing the purchase by Tenant of such machinery and/or equipment;
- (d) Common descriptive name of machinery or equipment;
- (e) Manufacturer's or seller's technical description of machinery or equipment, if any;
- (f) Capacity or similar designation, if any;
- (g) Serial number, if any; and
- (h) Model number, if any; and
- (i) A written statement by the Seller that the machinery or equipment purchased is not subject to any liens or security interest, or, in the alternative, a bill of sale warranting title to be free of all liens, encumbrances or security interests.

The sole obligation of Issuer under this Section shall be to cause the Bank to make such disbursements upon receipt of said certificates. The Bank may rely fully on any such certificate and shall not be required to make any independent investigation in connection therewith, except that the Bank shall investigate requests for reimbursements directly to Tenant and shall require such supporting evidence as would be required by a reasonable and prudent trustee. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this section shall be and become a part of the Project.

Section 7. **Completion of Project Additions; Surplus in Project Fund.** Issuer and Tenant each covenant and agree to proceed diligently to complete the Project Additions on or before the Completion Date. Upon completion of the Project Additions, Tenant shall cause the Authorized Tenant Representative to deliver to the Bank a Certificate of Completion in form substantially as set forth in *Appendix B*. In the event funds remain on hand in the Project Fund on the Completion Date, such remaining funds shall be transferred by the Bank to the Bond Fund as of the Completion Date and shall be applied in accordance with the provisions of the Bond Agreement.

Section 8. **Deficiency of Project Fund.** If the Project Fund shall be insufficient to pay fully all Project Costs and to fully complete the Project Additions, lien free, Tenant covenants to pay the full amount of any such deficiency by making payments directly to contractor and suppliers of materials, machinery, equipment, property and services as the same shall become due. Issuer shall have no obligation to pay such deficiency.

Section 9. **Machinery and Equipment Purchased by Tenant.** If no part of the purchase price of an item of machinery, equipment or personal property is paid from funds deposited in the Project Fund pursuant to the terms of this Supplemental Project Lease No. 1, then such item of machinery, equipment or personal property shall not be deemed a part of the Project.

Section 10. **Kansas Retailers' Sales Tax.** The parties have entered into this Supplemental Project Lease No. 1 in contemplation that, under the existing provisions of K.S.A. 79-3606(d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project Additions are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that Issuer shall, upon the request of and with Tenant's assistance, promptly obtain from the State and furnish to the contractors and suppliers a project exemption certificate for the construction of the Project Additions. Tenant covenants that said exemption shall be used only in connection with the purchase of tangible personal property or services becoming a part of the Project Additions.

Section 11. **Delivery of Possession and Extension of Lease Term.** Delivery of possession of the Project Additions shall be immediate upon completion. The Term of the Original Project Lease is extended until December 22, 2035, or until all the Bonds and all interest thereon shall have been paid or provision made for their payment, whichever is earlier.

Section 12. **Supplemental Rent.** "Basic Rent" as payable under *Section 3.1* of the Original Project Lease shall be increased to provide funds sufficient to permit the Bank to make all interest and principal payments on the Series 2025C Bonds when due, as well as all other Bonds Outstanding under the Original Bond Agreement (less Basic Rent Credits as set out in the Original Project Lease and any other credits provided in the Original Bond Agreement).

Section 13. **Other Original Project Lease Provisions.** Except as may be specifically otherwise provided herein, and except as a contrary intention clearly appears, all provisions, including definitions, set forth in the Original Project Lease and this Supplemental Project Lease No. 1 are hereby declared to be applicable to the Project, including the Project Additions. As used in the Original Project Lease, the terms "Project" and "Bonds" shall include the Project Additions and the Series 2025C Bonds, respectively.

Section 14. **Ratification and Confirmation of Original Project Lease.** Except as expressly modified in this Supplemental Project Lease No. 1, the Original Project Lease and the covenants therein contained are hereby ratified and confirmed by the parties as of the date of this Supplemental Project Lease No. 1 and shall apply to the Series 2025C Bonds, the proceeds thereof, and the Project Additions.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Issuer has caused this Supplemental Project Lease No. 1 to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

**CITY OF BEL AIRE, KANSAS**

By: \_\_\_\_\_  
Jim Benage, Mayor

(SEAL)

ATTEST:

Melissa Krehbiel, City Clerk

## ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2025 by Jim Benage, Mayor of the City of Bel Aire, Kansas.

---

Notary Public

Typed Name of Notary Public

(SEAL)

My Appointment Expires:

---

**IN WITNESS WHEREOF**, the Tenant has caused this Supplemental Project Lease No. 1 to be signed by an authorized officer, as of the date first above written.

**BEL AIRE SECURE STORAGE, LLC**

By: \_\_\_\_\_  
Name: Andrew Reese  
Title: Manager

“TENANT”

## ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

This instrument was acknowledged before me on the \_\_\_\_ day of December, 2025, by Andrew Reese, Manager of Bel Aire Secure Storage, LLC, a Kansas limited liability company.

[SEAL]

---

Notary Public

My Appointment Expires:

---

APPENDIX A

FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS

CITY OF BEL AIRE, KANSAS  
Project Fund  
(Bel Aire Secure Storage, LLC Phase 2)  
Payment Order No. \_\_\_\_\_

Security Bank of Kansas City  
Kansas City, Kansas  
Attn: Commercial Loan Department

I hereby certify that the amounts stated in the attached Payment Schedules have either been advanced by the Tenant or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment, is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of the buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Real Property, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Project Lease, dated as of December 28, 2023, as amended and supplemented by Supplemental Lease No. 1, dated as of December 22, 2025 (collectively, the "Project Lease"), by and between the City of Bel Aire, Kansas, as the Issuer, and the Tenant are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as the term is defined in the Project Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of the Project Lease are in full force and effect.

I acknowledge that the Tenant, as Purchaser of the Series 2025C Bonds, will be receiving such Bonds in compensation for the expenditures set forth in the Payment Schedules to acquire, construct and equip the Project and that the Bond will constitute full payment for these costs.

DATED \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Authorized Tenant Representative



EXHIBIT A - Payment Order No. \_\_\_\_\_

**PAYMENT SCHEDULE  
FOR BUILDINGS, IMPROVEMENTS AND  
MISCELLANEOUS PROJECT COSTS**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Purpose or Nature of Payment</u>	<u>Amount</u>
-------------------	-------------------------------------	---------------

\_\_\_\_\_  
Initials

EXHIBIT B - Payment Order No. \_\_\_\_\_

**PAYMENT SCHEDULE  
FOR MACHINERY AND EQUIPMENT**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below. I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. I further certify that the items described are free and clear of any liens or security interests. I have attached to this schedule a copy of the purchase order or seller's invoice for each item.

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Description of Equipment</u>	<u>Amount</u>
	(include name of seller, manufacturer, descriptive name, capacity, serial number of model number, if available)	

\_\_\_\_\_  
Initials

SCHEDULE I

SCHEDULE I TO THE PROJECT LEASE DATED AS OF DECEMBER 28, 2023 AS AMENDED AND SUPPLEMENTED BY SUPPLEMENTAL PROJECT LEASE NO. 1, DATED AS OF DECEMBER 22, 2025, BY AND BETWEEN CITY OF BEL AIRE, KANSAS AND BEL AIRE SECURE STORAGE, LLC

PROPERTY SUBJECT TO PROJECT LEASE

(A) A leasehold interest in the following described real estate located in Sedgwick County, Kansas:

LOT 1, BLOCK 1, SKYVIEW AT BLOCK 49 3RD ADDITION, to the City of Bel Aire, Kansas

the real property constituting the “Real Property” as referred to in the Supplemental Project Lease No. 1, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds, including but not limited to a commercial storage facility.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Section 11.1* of the Supplemental Project Lease No. 1, constitute the “Project” as referred to in both the Supplemental Project Lease No. 1 and the Supplemental Bond Agreement No. 1.

City of Bel Aire, Kansas

## STAFF REPORT

DATE: December 16, 2025

TO: Ted Henry, City Manager

FROM: Barry Smith, Finance Director

RE: 2026 Fee Schedule Update



### BACKGROUND:

Near the end of each fiscal year, the Bel Aire City Council reviews and approves updates to the City's fee schedule.

### SUMMARY:

The attached fee schedule is being presented with minor updates for 2026. Updates include:

- Section 1: Enhanced Cereal Malt Beverage Retail
  - 1.1.1 General Retailer
    - *This fee was reduced from \$225 to \$200. The \$25 State fee is now collected by the state at the time of application. The City does not need to collect this and remit to the state.*
  - 1.1.2 Limited Retailer
    - *This fee was reduced from \$75 to \$50. The \$25 State fee is now collected by the state at the time of application. The City does not need to collect this and remit to the state.*
- Section 3: Utility Billing and Administration
  - 3.1.2 Account Transfer Fee
    - *A \$25 increase to this fee is being requested for 2026. This fee was increased from \$25 to \$50 to match the move in connection fee. The account transfer process includes the same steps as the move in connection fee process. This increase will also match the proposed increase in the updated water code.*
- Section 5: General Fees
  - 5.1.2 through 5.1.5 – KORA Related Fees
    - *The fees for copies related to Kansas Open Records Act requests have been removed. This practice is no longer allowed by state statute.*
- Section 7: Recreation
  - 7.3.8 Day Camp
    - *Increase Non-Resident Day Camp fee from \$180 per week to \$190 per week. This change will make it more beneficial for living in the city limits.*

- Section 8: Police/Court
  - The fees for copies related to Kansas Open Records Act requests have been removed. This practice is no longer allowed by state statute.
  - Court fines have been removed from the fee resolution. Incorporating court fines in a fee schedule, can conflict with the statutory authority granted to municipal judges. An ordinance will be created in 2026, that adheres to specific statutory and procedural requirements, when court fines are imposed and collected.
- Utility rate increases per utility policy.
  - *All water rates are increased by 3% per resolution R-2013-03.*
  - *All sewer rates are increased by 3% per resolution R-2013-04.*

#### LEGAL IMPLICATIONS:

Municipalities have authority to establish fees for services they provide and fee schedules to outline the various set fees. They must do so in compliance with state and federal laws, ensure transparency, and provide reasonable justification for the fees imposed.

#### RECOMMENDATION:

Approve and adopt the updated fee schedule 2026 as presented.

(Published at [www.belaireks.gov](http://www.belaireks.gov) on December, \_\_\_\_\_, 2025.)

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

A RESOLUTION CONCERNING SERVICE, LICENSE, AND PERMIT FEES WITHIN THE CORPORATE LIMITS OF THE CITY OF BEL AIRE, KANSAS.

WHEREAS, the Governing Body of the City of Bel Aire, Kansas, (hereinafter the “City”) is authorized to establish by resolution various fees to be paid in connection with requirements imposed or services provided pursuant to City ordinance;

WHEREAS, the Governing Body has heretofore adopted Resolution No. R-2024-29, which established the 2025 Fee Schedule, and now desires to repeal said Resolution No. R-2024-29 and all amendments thereto and to substitute therefore the fees, for those established therein;

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

SECTION 1. The 2026 Fee Schedule, as depicted in Exhibit A and incorporated herein, is hereby approved for use within the corporate limits of the City of Bel Aire, Kansas, as set forth hereinafter.

SECTION 2. No fewer than one (1) copy of said 2026 Fee Schedule shall be marked “Official Copy as Adopted by Resolution No. \_\_\_\_\_,” shall be open to inspection and available to the public, during City Hall’s business hours.

SECTION 3. Resolution No. R-2024-29 of the City of Bel Aire and all resolutions amending any provision thereof are hereby repealed.

SECTION 4. This Resolution shall be published once in the official city newspaper, after it’s adoption by the Governing Body and approval by the Mayor.

SECTION 5. This Resolution shall take effect and be in force, January 1, 2026.

*[Remainder of this Page Intentionally Left Blank]*

40 PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire, Kansas,  
41 on the 16<sup>th</sup> day of December, 2025.

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43 SIGNED by the Mayor on the \_\_\_\_\_ day of December, 2025.

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46 CITY OF BEL AIRE, KANSAS

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\_\_\_\_\_

50 Jim Benage, Mayor

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53 ATTEST:

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\_\_\_\_\_

57 Melissa Krehbiel, City Clerk

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60 APPROVED AS TO FORM ONLY:

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\_\_\_\_\_

64 Maria A. Schrock, City Attorney

**Fee Schedule**  
Effective January 1, 2026

Section XII, Item C.

**Alcohol/Liquor**

**Section 1**

1.1	Enhanced Cereal Malt Beverage Retail	2026	Note
1.1.1	General Retailer (On-Premise Consumption), per each tavern or place selling CMB at retail (\$50 non-refundable fee).	\$200/yr	Reduced by \$25. The \$25 State fee previously collected by the City is now collected by the State.
1.1.2	Limited Retailer (Off-Premise Consumption), per each place selling only CMB in original unopened containers, and not for consumption on premises. (non-refundable)	\$50/yr	Reduced by \$25. The \$25 State fee previously collected by the City is now collected by the State.
1.2	<b>Alcohol Liquor</b>		
1.2.1	City Temporary Permit for selling or Serving Alcoholic Liquor (State permit also required)	\$100/ day	
1.2.2	Caterer's Occupational Tax for Selling or Serving Alcoholic Liquor	\$500/2 years	

**Business General Licenses & Permits**

**Section 2**

2.1	Business Licenses	2026	Notes
2.1.1	General Business License	\$50/yr	
2.1.2	Home Occupation License Tier 1 (not required to register)	\$0	
2.1.3	Home Occupation Licenses Tier 2 and 3	\$35/yr	
2.1.4	Solicitor License	\$30/30 days + \$15 per person	
2.1.5	Peddlers License	\$30/30 days + \$15 per person	
2.1.6	Transient Merchant License	\$30/90 days + \$15 per person	
2.1.7	Business Signage-Temp or Permanent (plus any building permit fees)	\$50	
2.1.8	Mobile Home Licenses	\$50 + \$5 per home	
2.1.9	Amusement Ride Co. License Application Fee	\$25	
2.1.10	Amusement Ride Co. Annual License	\$600/ yr	
2.1.11	Temporary Amusement Ride Company Annual License, under 20 rides	\$30/ride	
2.1	<b>General Permits</b>	<b>2026</b>	<b>Notes</b>
2.2.1	Garage, Rummage, Yard Sale Permit	\$2 per day	
2.2.2	Auction Permit	\$100 per auction	
2.2.3	Well Producing Gas or Petroleum	\$1,000 per yr	



## City Utilities and Infrastructure

## Section 3

3.1	Utility Billing and Administration	2026	Notes
3.1.1	Move In Connection Fee	\$50	
3.1.2	Account Transfer Fee	\$50	Was \$25 - Request to Match Connection Fee
3.1.3	Non-payment fee	\$50	
3.1.4	Utility Late Payment Fee	5%	
3.1.5	Meter Lock Out	\$50	
3.1.6	Lock Damage	\$50	
3.1.7	Meter re-read or leak inspection beyond one per yr	\$50	
3.2	Water and Wastewater Connections	2026	Notes
3.2.1	Fire Line Standby	\$30/month	
3.2.2	Fire Line Tap Fee	\$950	
3.2.3	Hydrant Meter Fee and Use Permit	\$100	
3.2.4	Metered Hydrant	\$10 per 1,000 gallons	
3.2.5	New and Replacement 1" Water line and 4" Sewer line(Meter install, tap, inspection, and permit)☐	\$3,600	
3.2.6	1" Water Meter, Tap, Install Permit	\$2,650	
3.2.7	4" Sewer Tap, Install Permit	\$950	
3.2.8	1.5" or 2" Water Meter Installation (Contractor provide & install vault)	\$2,500	
3.2.9	Long service, compound meters or a non-stock meter	Section 5.3.1, 5.3.2, 5.3.3	
3.2.10	Equity Fees (water & sewer)	<b>Water</b>	<b>Sewer</b> <b>Turn Key Cost</b>
	1.5" Line	\$2,400	\$2,400 \$5,600
	2" Line	\$3,600	\$3,600 \$8,000
	3" Line	\$5,400	\$5,400 \$11,600
	4" Line	\$8,100	\$8,100 \$17,000
	5" Line	\$12,150	\$12,150 \$25,100
	6" Line	\$18,225	\$18,225 \$37,250
	7" Line	\$27,338	\$27,338 \$55,475
	8" Line	\$41,006	\$41,006 \$82,813
	10" Line	\$61,509	\$61,509 \$123,819
	12" Line	\$92,264	\$92,264 \$185,328

## Code Enforcement

## Section 4

4.1	General Fees	2026	Notes
4.1.1	Sign Return		
	Political Sign	\$10	
	All Other Signs	\$15	
4.1.2	8-1-1 One Call Violations	\$100	
4.2	Nuisances and Abatement	2026	Notes
4.2.1	Nuisance Abatement Fees	Section 5.3.1, 5.3.2, 5.3.3	
4.2.2	Condemnation Fees	Section 5.3.1, 5.3.2, 5.3.3	
4.2.3	Mowing	Section 5.3.1, 5.3.2, 5.3.3	

**General Fees****Section 5**

<b>5.1</b>	<b>Administrative Fees</b>	<b>2026</b>	<b>Notes</b>
5.1.1	Insufficient Funds/Returned Payment	\$35	

<b>5.3</b>	<b>Labor, Equipment, Materials</b>	<b>2026</b>	<b>Notes</b>
5.3.1	All labor expenses shall be charged at the employee hourly rate for the actual hours worked, including overtime rates of pay, if applicable. The labor cost shall be increased by 45% to cover all fringe benefit costs		
5.3.2	All city equipment usage shall be charged out at hourly rates prescribed in the "Department of Homeland Security FEMA Schedule of Equipment Rates." These rates are updated periodically by the federal agency.		
5.3.3	All materials purchased from the city warehouse inventories or from a third party vendor, and contracted services, shall be charged out at cost + 10%		

**Planning and Zoning**

<b>6.1</b>	<b>Annual Licensing Fees</b>	<b>2026</b>	<b>Notes</b>
6.1.1	Contractor's License-Class A	\$400/yr	
6.1.2	Contractor's License-Class B	\$200/yr	
6.1.3	Contractor's License-Class C	\$100/yr	
6.1.4	Contractor's License-Class D (Limited)	\$ 75/yr	
6.1.5	Contractor's License-Class X (Utility)	\$ 75/yr	
6.1.6	Electrical/Mechanical/Gas	\$ 75/yr	
6.1.7	HVAC License	\$ 75/yr	
6.1.8	Plumber License	\$ 75/yr	
6.1.9	Working without a license	License fee is doubled	

<b>6.2</b>	<b>Construction Related Fees</b>	<b>2026</b>	<b>Notes</b>
6.2.1	Concrete Permit	\$50	
6.2.2	Gas Permit	\$50	
6.2.3	Electrical Permit	\$50	
6.2.4	Mechanical Permit	\$50	
6.2.5	Plumbing Permit	\$50	
6.2.6	Special Waste Report (grease trap)	\$75	
6.2.7	Swimming Pool Permit	Valuation Table	
6.2.8	Deck, patio, Shed, Gazebo, Fence Permit	Valuation Table	
6.2.9	New residential building construction	\$ .40 per sq ft	
6.2.10	Residential Building Permits	Valuation Table	
6.2.11	Commercial Zoning & Building Permits	Valuation Table	
6.2.12	Commercial Building & Site Plan Review	65% of bldg permit fee	
6.2.13	Demolition Permit	\$100	
6.2.14	Excavation Permit	\$100	
6.2.15	Location Permit	\$25	
6.2.16	Erosion Remediation	5.3.1 and/or 5.3.3	

Construction Related Fees		2026	
6.2.17	Parking Lots (plan	\$50 permit plus \$2 per	
6.2.18	Replacement Card	\$10	
6.2.19	Working without a permit	Permit fee is doubled	
6.2.20	Inspection when no fee specifically	\$50/hr	
6.2.21	Re-Inspection fee for all permits	\$60	
6.2.22	Same day inspection fee	\$50/hr (½ hr min.)	
6.2.23	After hours inspection	\$60/hr	
<b>6.3</b>	<b>General Fees</b>	<b>2026</b>	<b>Notes</b>
6.3.1	Curb Cut	\$60	
6.3.2	Culvert Cut	\$60	
6.3.3	Pavement Cut	\$60	
6.3.4	Street Connection Permit	\$200	
6.3.5	Well Permit	\$100	
6.3.6	Sprinkler Permit (Residential)	\$50	
6.3.7	Sprinkler Permit (Commercial)	\$100	
6.3.8	Backflow test report filing fee	\$5	
6.3.9	Floodplain Permit	\$25	
<b>6.4</b>	<b>Land Use and Zoning</b>	<b>2026</b>	<b>Notes</b>
6.4.1	Board of Zoning and Appeals	\$200.00	
6.4.2	Zone Change	\$500.00 + Publication costs	
6.4.3	Lot Split	\$200.00	
6.4.4	Vacations	\$250.00	
6.4.5	Preliminary Plat	\$350.00/\$10.00 lot	
6.4.6	Final Plat	\$350.00/\$10.00 lot	
6.4.7	One-Step Plat	\$350.00/\$10.00 lot	
6.4.8	Preliminary PUD Plan	\$350.00/\$10.00 lot	
6.4.9	Final PUD Plan	\$350.00/\$10.00 lot	
6.4.10	Zoning Variance	\$175.00	
6.4.11	Special Use	\$250.00	
6.4.12	Conditional Use	\$250.00	
6.4.13	Administrative Exceptions	\$175.00	
6.4.14	Right-of-Way Application (Residential)	\$20.00	
6.4.15	Right-of-Way Application (Commercial)	\$75.00	
6.4.16	Firework Distribution	\$2,500 up to 2,500 sq. ft. /\$1 per additional sq. ft.	
6.4.17	Firework Display Permit	\$250.00	
6.4.18	Engineering	5.3.1 and/or 5.3.3	

**City of Bel Aire Residential Building and Zoning Permit Fees Adopted by  
City Council, June 1, 2010**

TOTAL VALUATION-\$	FEE-\$	TOTAL VALUATION-\$	FEE-\$
\$1 - \$500	\$33.00	\$33,001 - \$34,000	\$353.00
\$501 - \$600	\$35.50	\$34,001 - \$35,000	\$359.00
\$601 - \$700	\$38.00	\$35,001 - \$36,000	\$366.00
\$701 - \$800	\$40.50	\$36,001 - \$37,000	\$373.00
\$801 - \$900	\$43.00	\$37,001 - \$38,000	\$380.00
\$901 - \$1,000	\$45.50	\$38,001 - \$39,000	\$387.00
\$1,001 - \$1,100	\$48.00	\$39,001 - \$40,000	\$394.00
\$1,101 - \$1,200	\$50.50	\$40,001 - \$41,000	\$401.00
\$1,201 - \$1,300	\$53.00	\$41,001 - \$42,000	\$408.00
\$1,301 - \$1,400	\$55.50	\$42,001 - \$43,000	\$415.00
\$1,401 - \$1,500	\$58.00	\$43,001 - \$44,000	\$422.00
\$1,501 - \$1,600	\$60.50	\$44,001 - \$45,000	\$429.00
\$1,601 - \$1,700	\$63.00	\$45,001 - \$46,000	\$436.00
\$1,701 - \$1,800	\$65.50	\$46,001 - \$47,000	\$443.00
\$1,801 - \$1,900	\$68.00	\$47,001 - \$48,000	\$450.00
\$1,901 - \$2,000	\$70.50	\$48,001 - \$49,000	\$457.00
\$2,001 - \$3,000	\$80.00	\$49,001 - \$50,000	\$464.00
\$3,001 - \$4,000	\$89.50	\$50,001 - \$51,000	\$469.00
\$4,001 - \$5,000	\$99.00	\$51,001 - \$52,000	\$474.00
\$5,001 - \$6,000	\$108.50	\$52,001 - \$53,000	\$479.00
\$6,001 - \$7,000	\$118.00	\$53,001 - \$54,000	\$484.00
\$7,001 - \$8,000	\$127.50	\$54,001 - \$55,000	\$489.00
\$8,001 - \$9,000	\$137.00	\$55,001 - \$56,000	\$494.00
\$9,001 - \$10,000	\$146.50	\$56,001 - \$57,000	\$499.00
\$10,001 - \$11,000	\$156.00	\$57,001 - \$58,000	\$504.00
\$11,001 - \$12,000	\$165.50	\$58,001 - \$59,000	\$509.00
\$12,001 - \$13,000	\$175.00	\$59,001 - \$60,000	\$514.00
\$13,001 - \$14,000	\$184.50	\$60,001 - \$61,000	\$519.00
\$14,001 - \$15,000	\$194.00	\$61,001 - \$62,000	\$524.00
\$15,001 - \$16,000	\$203.50	\$62,001 - \$63,000	\$529.00
\$16,001 - \$17,000	\$213.00	\$63,001 - \$64,000	\$534.00
\$17,001 - \$18,000	\$222.50	\$64,001 - \$65,000	\$539.00
\$18,001 - \$19,000	\$232.00	\$65,001 - \$66,000	\$544.00
\$19,001 - \$20,000	\$241.00	\$66,001 - \$67,000	\$549.00
\$20,001 - \$21,000	\$251.00	\$67,001 - \$68,000	\$554.00
\$21,001 - \$22,000	\$260.50	\$68,001 - \$69,000	\$559.00
\$22,001 - \$23,000	\$270.00	\$69,001 - \$70,000	\$564.00
\$23,001 - \$24,000	\$279.00	\$70,001 - \$71,000	\$569.00
\$24,001 - \$25,000	\$289.00	\$71,001 - \$72,000	\$574.00
\$25,001 - \$26,000	\$296.00	\$72,001 - \$73,000	\$579.00
\$26,001 - \$27,000	\$303.00	\$73,001 - \$74,000	\$584.00
\$27,001 - \$28,000	\$310.00	\$74,001 - \$75,000	\$598.00
\$28,001 - \$29,000	\$317.00	\$75,001 - \$76,000	\$594.00
\$29,001 - \$30,000	\$324.00	\$76,001 - \$77,000	\$599.00
\$30,001 - \$31,000	\$331.00	\$77,001 - \$78,000	\$604.00
\$31,001 - \$32,000	\$338.00	\$78,001 - \$79,000	\$609.00
\$32,001 - \$33,000	\$345.00	\$79,001 - \$80,000	\$614.00

**City of Bel Aire Residential Building and Zoning Permit Fees Adopted by  
City Council, June 1, 2010**

TOTAL VALUATION-\$	FEE-\$	
\$80,001 - \$81,000	\$619.00	\$714.00 FOR THE FIRST \$100,000 PLUS \$4.00 FOR EACH ADDITIONAL \$1,000 OR FRACTION THEREOF UP TO & INCLUDING \$500,000
\$81,001 - \$82,000	\$624.00	
\$82,001 - \$83,000	\$629.00	
\$83,001 - \$84,000	\$634.00	
\$84,001 - \$85,000	\$639.00	\$2,299.00 FOR THE FIRST \$500,000 PLUS \$3.50 FOR EACH ADDITIONAL \$1,000 OR FRACTION THEREOF UP TO & INCLUDING \$1,000,000
\$85,001 - \$86,000	\$644.00	
\$86,001 - \$87,000	\$649.00	
\$87,001 - \$88,000	\$654.00	
\$88,001 - \$89,000	\$659.00	\$4,049.00 FOR THE FIRST \$1,000,000 PLUS \$2.50 FOR EACH ADDITIONAL \$1,000 OR FRACTION THEREOF
\$89,001 - \$90,000	\$664.00	
\$90,001 - \$91,000	\$669.00	
\$91,001 - \$92,000	\$674.00	
\$92,001 - \$93,000	\$679.00	\$15.00 PERMIT ISSUANCE FEE <u>IS INCLUDED</u> IN THE ABOVE TABLE FEES
\$93,001 - \$94,000	\$684.00	
\$94,001 - \$95,000	\$689.00	
\$95,001 - \$96,000	\$694.00	
\$96,001 - \$97,000	\$699.00	<u>PLAN REVIEW TO BE CALCULATED</u> AT 65% OF PERMIT FEE
\$97,001 - \$98,000	\$704.00	
\$98,001 - \$99,000	\$709.00	
\$99,001 - \$100,000	\$714.00	

**City of Bel Aire Commercial Building and Zoning Permit Fees. All commercial permits and plan review fees utilize the MABCD fee schedule below.**

TOTAL VALUATION	FEE
\$1.00 TO \$1,000.00	\$40.00
\$1001.01 TO \$2,000.00	\$40.00 FOR THE FIRST \$1,000.00 PLUS \$3.00 FOR EACH ADDITIONAL \$100.00, OR FRACTION THEREOF, TO AND INCLUDING \$2,000.00
\$2,000.01 TO \$40,000.00	\$70.00 FOR THE FIRST \$2,000.00 PLUS \$11.00 FOR EACH ADDITIONAL \$1000.00, OR FRACTION THEREOF, TO AND INCLUDING \$40,000.00
\$40,000.01 TO \$100,000.00	\$488.00 FOR THE FIRST \$40,000.00 PLUS \$9.00 FOR EACH ADDITIONAL \$1000.00, OR FRACTION THEREOF, TO AND INCLUDING \$100,000.00
\$100,000.01 TO \$500,000.00	\$1,028.00 FOR THE FIRST \$100,000.00 PLUS \$7.00 FOR EACH ADDITIONAL \$100.00, OR FRACTION THEREOF, TO AND INCLUDING \$500,000.00
\$500,000.01 TO \$1,000,000.00	\$3,828.00 FOR THE FIRST \$1,000.00 PLUS \$5.00 FOR EACH ADDITIONAL \$1000.00, OR FRACTION THEREOF, TO AND INCLUDING \$1,000,000.00
\$1,000,000.01 TO \$5,000,000.00	\$6,328.00 FOR THE FIRST \$1,000,000.00 PLUS \$3.00 FOR EACH ADDITIONAL \$100.00, OR FRACTION THEREOF, TO AND INCLUDING \$5,000,000.00
\$5,000,000.01 AND UP	\$18,328.00 FOR THE FIRST \$5,000,000.00 PLUS \$2.25 FOR EACH ADDITIONAL \$100.00, OR FRACTION THEREOF
PLAN REVIEW	60% OF PERMIT COST

## Recreation

## Section 7

2026

**7.1 Recreation Center Passes**

	Resident	Non-Resident
7.1.1 Family	\$90.00/year	\$155.00/year
7.1.2 Individual	\$ 60.00/year	\$100.00/year
7.1.3 Senior Couple	\$ 60.00/year	\$100.00/year
7.1.4 Resident Senior	\$ 45.00/year	\$65.00/year
7.1.5 Day Fee	\$ 3.00/day	\$ 3.00/day

**7.2 Youth Sports**

	Resident	Non-Resident
7.2.1 Indoor/Outdoor Soccer	\$45.00	\$68.00
7.2.2 Short Sports	\$20.00	\$30.00
7.2.3 Heights Baseball/Softball	\$95.00	\$120.00
7.2.4 Blastball	\$30.00	\$45.00
7.2.5 T Ball	\$45.00	\$68.00
7.2.6 Machine Pitch BB/SB	\$45.00	\$68.00
7.2.7 Youth Pitch BB/SB	\$45.00	\$68.00
7.2.8 Flag Football	\$50.00	\$75.00
7.2.9 Volleyball	\$50.00	\$75.00
7.2.10 Basketball	\$50.00	\$75.00
7.2.11 Little Dribblers	\$30.00	\$45.00
7.2.12 Basketball Clinics/Camps	\$20-\$70; depending on duration	
7.2.13 Late registration fee	\$15.00	\$15.00

**7.3 Youth Activities**

	Resident	Non-Resident
7.3.1 Youth Cheerleading	\$45.00	\$68.00
7.3.3 Hip Hop	\$45.00	\$68.00
7.3.4 Tumbling	\$45.00	\$68.00
7.3.5 Dazzling Dancers	\$45.00	\$68.00
7.3.6 Taekwondo 1X/week	\$25.00	\$40.00
7.3.7 Taekwondo 2X/week	\$35.00	\$53.00
7.3.8 Day Camp	\$40 deposit per week	\$160 per week
7.3.9 Schools Out Camp	\$140 per week	\$190 per week

**7.4 Adult Activities**

	Resident	Non-Resident
7.4.1 Group Exercise 1X/week	\$25.00	\$40.00
7.4.2 Group Exercise 2X/week	\$35.00	\$53.00
7.4.3 Yoga 1X/week	\$25.00	\$40.00
7.4.4 Yoga 2X/week	\$35.00	\$53.00
7.4.5 Taekwondo 1X/week	\$25.00	\$40.00
7.4.6 Taekwondo 2X/week	\$35.00	\$53.00

**7.5 Facility Rental**

	Resident	Non-Resident
7.5.1 Gymnasium	\$75/hr	\$100/hr
7.5.2 Activity Room	\$50/hr	\$75/hr
7.5.3 Baseball/Softball Fields	\$ 15/hrs	
7.5.4 Soccer Field	\$ 15-\$25/hr-based on field size	

**7.6 Swimming Pool**

	Resident	Non-Resident
7.6.1 Daily Fee	\$5.00 week day, \$6.00 Sat-Sun	
7.6.2 Individual Membership	\$135.00/yr	\$205.00/yr
7.6.3 Family Membership	\$200.00 yr	\$300.00/yr
7.6.4 Rec/Pool Combo	\$260.00/yr	\$345.00/yr
7.6.5 Group Swimming Lessons	\$ 40.00/session	\$ 60.00/session
7.6.6 Private Swimming Lessons	\$ 20.00/lesson	\$ 30.00/lesson
7.6.7 Pool Rental-up to 25 patrons	\$ 60.00/hr	\$ 60.00/hr
7.6.8 Pool Rental-25 to 50 patrons	\$ 80.00/hr	\$ 80.00/hr

## Section 8

8.1	Court Fees	2025	Note
8.1.1	Court Cost	\$100	
8.1.2	Court Appointed Attorney Fee	\$250	
8.1.3	Warrant	\$50	
8.1.4	DL Reinstatement	\$122	not determined by City
8.1.5	Pre-Sentence Investigation	\$150	not determined by City
8.1.6	Court Ordered Finger Prints	\$33	
8.1.7	Fingerprints for citizens	\$20	
8.1.8	Jail Fee*	*	
*Rate determined/billed by Sedgwick Co.			



## **2026 Water Rates Established by Resolution R-2013-03**

**Annual Rate increase effective January billing of each year.**

### **Residential**

Residential water base rate is \$36.29 per monthly billing period.

Usage tiers:

- 0 - 2,999 gallons: \$4.47 per thousand gallons
- 3,000 - 5,999 gallons: \$6.12 per thousand gallons
- 6000 - 11,999 gallons: \$6.67 per thousand gallons
- 12,000 - 16,999 gallons: \$6.85 per thousand gallons
- 17,000 - 24,999 gallons: \$7.02 per thousand gallons
- 25,000 gallons and over: \$7.10 per thousand gallons

### **Non-Residential/Commercial**

Non-Residential/Commercial water base rate is \$52.78 per monthly billing period.

Usage tiers:

- 0 - 2,999 gallons: \$5.01 per thousand gallons
- 3,000 - 5,999 gallons: \$6.67 per thousand gallons
- 6000 - 11,999 gallons: \$7.31 per thousand gallons
- 12,000 - 16,999 gallons: \$7.78 per thousand gallons
- 17,000 - 24,999 gallons: \$8.33 per thousand gallons
- 25,000 gallons and over: \$9.17 per thousand gallons

## **2026 Sanitary Sewer Utility Rates Established by Resolution R-2013-04**

### **Residential**

Residential sewer base rate is \$41.65 per monthly billing period.

Monthly volume \$7.54 per thousand gallons of water.

### **Non-Residential/Commercial**

Non-Residential/Commercial sewer base rate is \$82.31 per monthly billing period.

Monthly volume \$9.88 per thousand gallons of water.



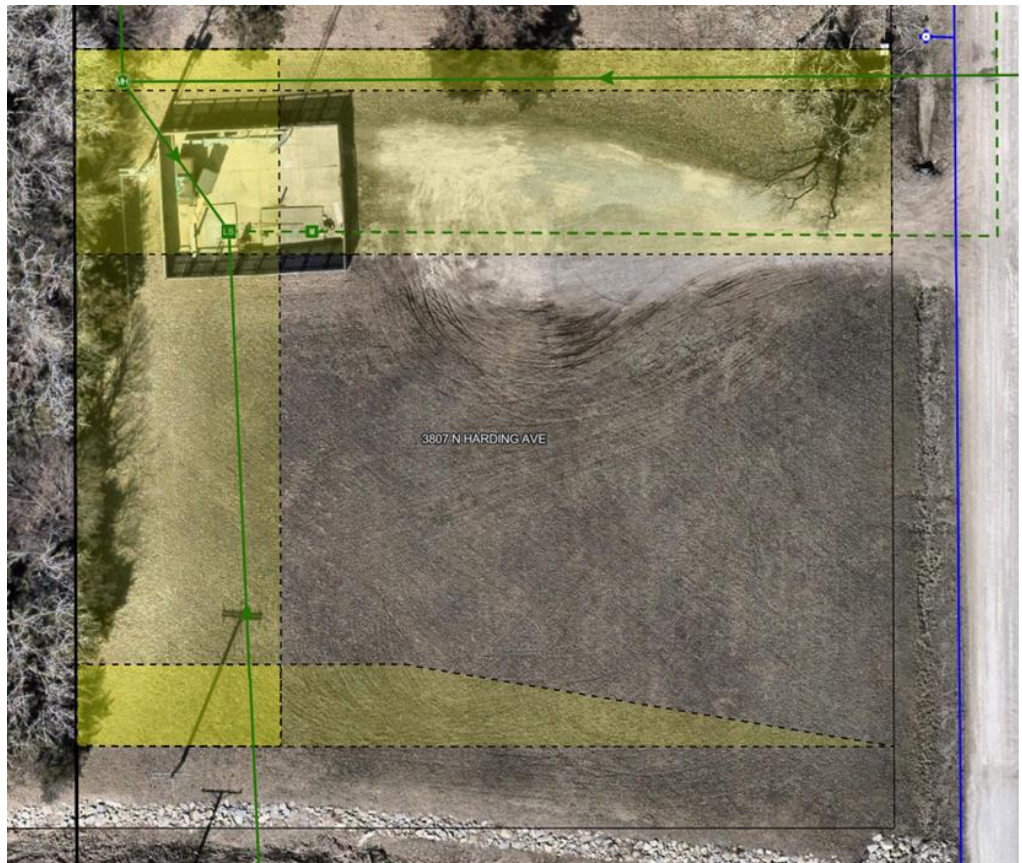
DATE: December 8, 2025  
 TO: Bel Aire City Council  
 FROM: Ted Henry, City Manager  
 SUBJECT: Harding Lift Station Purchase

## Summary

The lift station at 37th and Harding is our primary lift station and serves the majority of the community. Because of its importance, it is critical that this facility remain fully operational.

During our review of the easements and existing sanitary sewer mains leading into the lift station staff determined more room was needed. The City has discussed the potential installation of a screening device to reduce wear and tear on the pumps. Installing this device would require placing it inline with the existing sewer mains entering the lift station and would involve significant excavation. If a building or other semi-permanent structure (such as a concrete wall) were constructed along the property boundary, it would substantially limit our ability to install a future screening device or to excavate and access existing sewer infrastructure.

The vacant land surrounding the lift station recently came up for sale. The City previously submitted a bid, but the seller accepted a higher offer from a private party. That buyer has since backed out, making the property available again. A purchase price of \$75,000 was discussed and negotiated with the City Council, and staff believes this price represents fair market value based on inputs from the seller's prior offer.



## **REAL ESTATE PURCHASE AGREEMENT**

**This Real Estate Purchase Agreement** ("Agreement") is made by and between **Premier Holdings LLC**, as "Seller," whether one or more, and **City of Bel Aire**, or assigns, as "Buyer," whether one or more, and is effective on the last date this Agreement is signed by all the parties ("Effective Date").

1. **Property.** Buyer agrees to purchase and Seller agrees to sell and convey to the Buyer, by a good and sufficient special warranty deed, subject only to matters of record to which Buyer did not object or to which Buyer waived its objections, unpaid taxes and assessments not yet due and payable, and zoning ordinances, the real property described as **3807 N Harding Ave Bel Aire, KS 67220** together with all improvements and fixtures thereon or attached thereto (the "Property").

2. **Purchase Price.** The purchase price for the Property is **Seventy-Five Thousand Dollars (\$75,000.00)** (the "Purchase Price"). Buyer agrees to pay an earnest money deposit in the amount of **Five Thousand Dollars (\$5,000.00)** (the "Deposit") to Security 1<sup>st</sup> Title located at 727 N. Waco Ave., Ste. 300, Wichita, KS 67203, hereinafter referred to as "Escrow Agent," within five (5) business days after the Effective Date. The Deposit will be applied to the Purchase Price at Closing, and the balance of the Purchase Price (subject to credits and prorations pursuant to this Agreement) will be paid in immediately available funds at Closing.

3. **Due Diligence.** Seller agrees to allow Buyer reasonable access to the Property to inspect the Property. Buyer will have until 5 PM CST on the **5th** day after the Effective Date (the "Due Diligence") in which to inspect the Property (including but not limited to: structural, mechanical, engineering, geological, ecological, environmental, soil, and survey inspections), and otherwise conduct diligence in Buyer's sole discretion to verify if Buyer desires to acquire the Property. All such inspections and testing will be conducted at Buyer's sole cost and expense. Buyer agrees to repair any damage caused to the Property while completing said inspections and testing. If Buyer is not satisfied for any reason with the Property or otherwise elects to not acquire the Property, then Buyer will have the right to terminate this Agreement by delivering to Seller written notice of the termination prior to the aforementioned date and Buyer will be entitled to a full refund of the Deposit. To Seller's actual knowledge, Seller has no knowledge or has not received any written notice from any governmental authority of (a) any release, spill or discharge of any hazardous material on or from the Property, (b) any violation or alleged violation of any environmental laws at the Property, and (c) changes, violations and/or alleged violation regarding applicable laws, ordinances, regulations, statutes, rules or restrictions affecting the Property.

4. **Seller Documents.** Seller agrees to provide Buyer with any documents or information in the possession of Seller related to the property as may be reasonably requested by Buyer during the Due Diligence Period including but not limited to plans, permits, reports, leases and surveys. Seller does not make any express or implied, written or oral, representation or warranty with respect to any documents or information provided to Buyer.

5. **Title Evidence.** The Seller agrees to furnish to the Buyer a title insurance company's commitment to insure the Property, showing merchantable title vested in the Seller, subject only to liens, easements, encumbrances, restrictions and reservations of record. Buyer will have a reasonable period of time (not to exceed (a) the later of seven (7) days from the date of receipt or (b) the end of the Due Diligence Period) in which to inspect such title commitment and to notify Seller in writing of any material objections to the title of the Property. If any material title objections are not cured by Seller at or prior to Closing, Buyer may, at its option, terminate this Agreement upon written notice to Seller and the Deposit will be returned to Buyer, or Buyer may waive the objections (in writing only) and proceed to Closing.

6. **Condition of Property.** The Property is being sold in its "as-is" and "where-is" condition and Seller makes no representation or warranty to Buyer unless and except as expressly provided in this Agreement. Seller agrees to convey the Property with all the improvements located thereon and deliver possession of the same in the same condition as they exist on the Effective Date, reasonable wear and tear excepted.

BUYER HAS CAREFULLY INSPECTED THE PROPERTY, AND SUBJECT TO ANY INSPECTIONS ALLOWED UNDER THIS AGREEMENT, BUYER AGREES TO PURCHASE THE PROPERTY IN ITS PRESENT CONDITION ONLY, WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND BY SELLER OR ANY BROKER CONCERNING THE CONDITION OR VALUE OF THE PROPERTY. BUYER AGREES TO VERIFY ANY INFORMATION THAT IS IMPORTANT TO BUYER BY AN INDEPENDENT INVESTIGATION OF THEIR OWN. BUYER HAS BEEN ADVISED TO HAVE THE PROPERTY EXAMINED BY PROFESSIONAL INSPECTORS. BUYER ACKNOWLEDGES THAT NEITHER SELLER NOR ANY BROKER INVOLVED IN THIS TRANSACTION IS AN EXPERT AT DETECTING OR REPAIRING PHYSICAL OR ENVIRONMENTAL DEFECTS IN THE PROPERTY. BUYER STATES THAT NO IMPORTANT REPRESENTATIONS CONCERNING THE CONDITION OF THE PROPERTY ARE BEING RELIED UPON BY BUYER EXCEPT AS DISCLOSED IN THIS AGREEMENT.

7. **Closing.** It is understood and agreed between the parties hereto that time is of the essence with respect to this Agreement, and that this transaction will be consummated (the "Closing") on or before **December 23, 2025** (the "Closing Date") at Security 1<sup>st</sup> Title located at 727 N. Waco Ave., Ste. 300, Wichita, KS 67203, and at a date and time mutually agreed upon by the parties. Possession to be given to Buyer at Closing, subject to any leases acceptable to Buyer. Following execution of this Agreement, and prior to Closing or termination, Buyer shall have the right to approve new leases (if any).

8. **Business Days.** Should the closing date, or the time for performance or doing an act, a deadline or date hereunder fall on a Saturday, Sunday or legal holiday, such time, deadline or date shall be automatically extended to the next successive business day.

9. **Proration.** All expenses and income arising from the Property will be prorated as of the Closing Date. At or before Closing, Seller will pay all taxes, assessments, utilities and other charges that accrue prior to and including the date of Closing and will be entitled to all income that accrues from the Property before the Closing Date. Buyer will pay all taxes, assessments, utilities and other charges and will be entitled to all income that accrues from the Property after the Closing Date. The parties agree to use good faith in negotiating the prorations and allocations on the closing statement using their best efforts to accurately allocate expenses for the Property.

10. **Costs.** Seller and Buyer will equally share the cost of the title insurance policy and for the closing fees charged by escrow agent. Unless expressly provided otherwise in this Agreement, all other costs will be borne by the benefiting party.

11. **Deposit and Default.** In the event the Buyer fails to fulfill his obligation hereunder, the Seller may, at its option, (i) cancel this Agreement, and thereupon the Deposit will become the property of the Seller, not as a penalty but as liquidated damages and/or (ii) pursue an action for specific performance and its actual damages and costs including but not limited to its reasonable attorneys fees and court costs.. In the event the Seller is unable to furnish merchantable title, the Deposit will be returned to Buyer, and this Agreement will be null and void and have no further force and effect. If Seller defaults on this Agreement, or if any representation or warranty made by Seller herein fails to be true and such default or failure continues for five (5) business days after Seller receives written notice from Buyer identifying such failure, Buyer shall have the option of either (i) terminating this agreement in its entirety and receiving back the Earnest Money Deposit, and/or (ii) pursuing an action for specific performance and its actual damages and costs including but not limited to its reasonable attorneys fees and court costs.

Notwithstanding any other terms of this Agreement providing for forfeiture or refund of the Deposit, the parties understand that applicable Kansas real estate laws prohibit the Escrow Agent from distributing the Deposit without the consent of all parties to this Agreement. Buyer and Seller agree that failure by either to respond in writing to a certified letter from the Escrow Agent within seven (7) days of receipt thereof or failure to make written demand for return or forfeiture of the Deposit within thirty (30) days of notice of cancellation of this Agreement will constitute consent to distribution of the Deposit as suggested in any such certified letter or as demanded by the other party hereto.

12. **Brokerage Disclosure.** Pursuant to the Kansas Real Estate Brokers' and Salesperson' License Act, the Buyer and Seller have been notified that Drew Gannon with NAI Martens will be acting as Designated an agent for Seller. Seller and Buyer represent and warrant that there are no claims for broker, finder or leasing fees and/or commissions in connection with the execution of this Agreement except as set forth as follows: Seller shall pay a commission equal to 3% the gross sales price upon closing to NAI Martens.

13. **Special Assessments.** The following is Seller's best information as of the Effective Date regarding special assessments or fees regarding the Property, or location of the Property in an improvement district (none if left blank): \$. Seller does not warrant this information as all of the information is of public record. Buyer acknowledges that the above information has been provided to Buyer and that Buyer is aware of such special assessments or fees regarding the Property or location of the Property in an improvement district.

14. **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile or (v) by electronic mail to the address of the party as set forth below or such other address as either party may specify in writing. Notices so given shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

BUYER:  
City of Bel Aire  
Attn: Ted Henry, City Manager  
7651 E Central Park Ave.  
Bel Aire, KS 67226  
thenry@belaireks.gov

SELLER:  
Premier Holdings LLC  
Attn: Rick Hoffman  
8133 E Mulberry St  
Wichita, KS 67226  
ricklhoffman@hotmail.com

With a copy to:  
NAI Martens  
Attn: Drew Gannon  
1330 E Douglas Ave  
Wichita, KS 67214  
dgannon@naimartens.com

15. **Binding Effect; Entire Agreement.** This Agreement will extend to and become binding upon the heirs, executors and administrators, successors and assigns of the respective parties hereto. This Agreement may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same Agreement. Signatures transmitted by fax or electronic mail are permitted as binding signatures to this Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and the terms hereof may not be amended, altered, or waived except in writing signed by all of the parties.

16. **Representations and Recommendations.** Unless otherwise stated in writing, no broker involved in this transaction has made, on his or her own behalf, any representations or warranties, express or implied,

with respect to any element of the Property, including, but not limited to, the legal sufficiency, legal effect, tax consequences of this transaction. Buyer and Seller are fully authorized to enter into and perform its obligations under this Agreement, and its execution, delivery and performance of this Agreement has been duly and validly authorized. All parties to this document are advised to seek legal, tax and other professional advice relating to any proposed real estate transaction.

17. **1031 Tax Deferred Exchange.** Each party hereby consents to the other party including this transaction as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code and agrees to reasonably cooperate with the other party, at no cost to the cooperating party, including the execution of any standard notices and consent forms required by law. Each party acknowledges and agrees that assigning its rights to a third party intermediary for purposes of effecting the exchange will not release such party of its obligations hereunder.

18. **Further Assurances.** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

19. **Survival:** All covenants, agreements, representations and warranties made hereunder or pursuant hereto or in connection with the transaction contemplated by this Agreement shall survive Closing.

20. **Execution.** A duly executed copy of this Agreement shall be delivered to the parties.

21. **Governing Law.** This Agreement shall be governed by the laws of the State of Kansas.

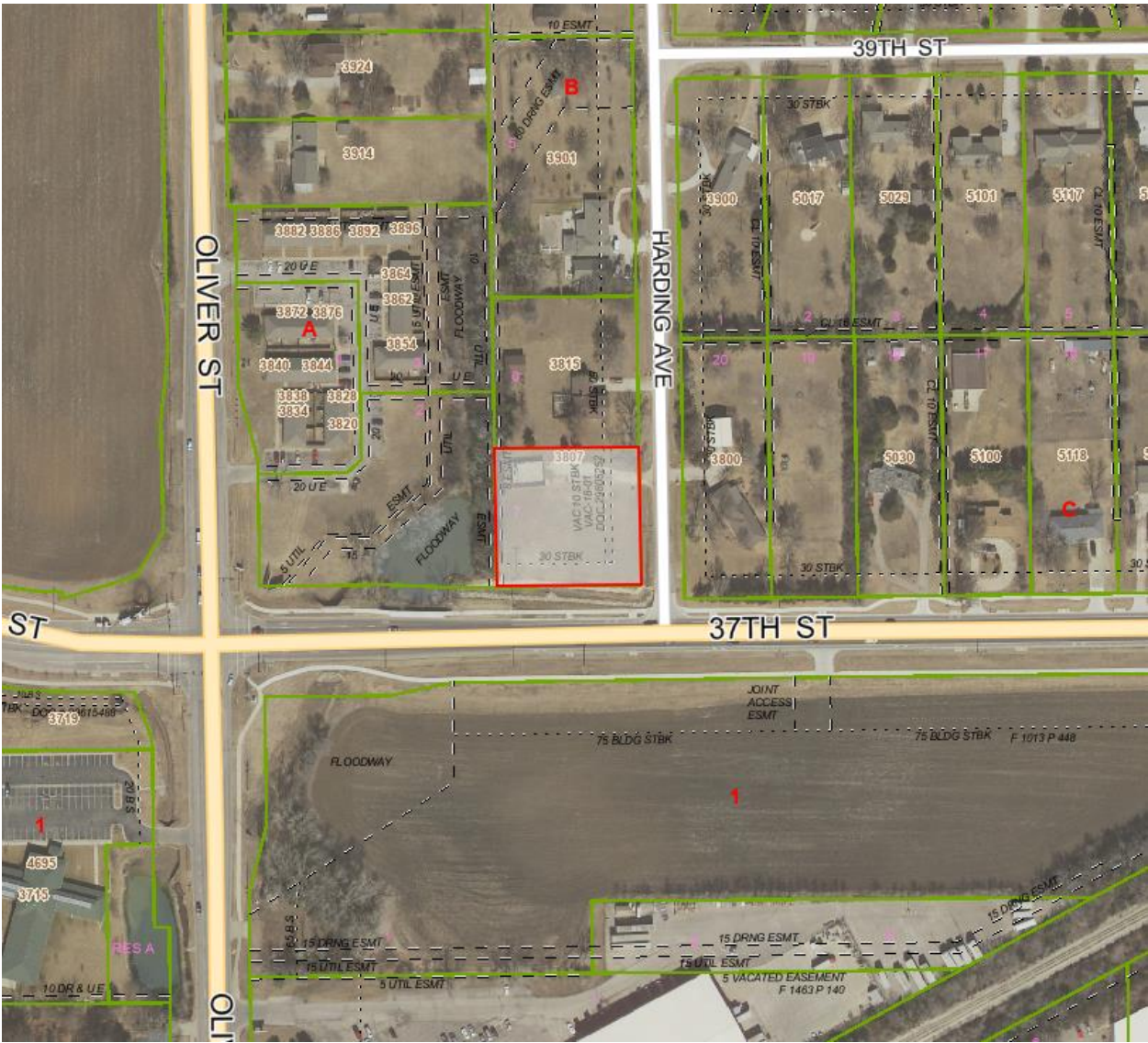
WITNESS OUR SIGNATURES effective as of the Effective Date

BUYER	SELLER
By:_____	By:_____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date_____	Date_____



Exhibit A

LOT 7 EXC S 20 FT FOR ST BLOCK B AURORA PARK ADDITION



City of Bel Aire, Kansas



STAFF REPORT

DATE: December 8, 2025  
TO: Ted Henry, City Manager  
FROM: Anne Stephens, PE, City Engineer  
RE: Bel Aire Boundary Resolution (PEC Work Order 25-11)

**Current Situation:**

State law (K.S.A. 12-517) requires cities to adopt a resolution declaring the official boundary of the city’s incorporated area before the last day in December in any year in which any territory has been added to or excluded from the city.

**Discussion:**

The City hired PEC to update the boundary to include the annexations that occurred in the current year. The boundary resolution is now ready to adopt and file with the County. This resolution must be filed prior to the end of the year for the newly annexed properties to be added to Bel Aire’s tax rolls, establishes jurisdictions for emergency response departments and elections.

**Financials:**

Adoption of the boundary resolution has no financial impact on the City. Any financial impacts of annexations were considered at the time the annexations were approved.

**Recommendation:**

Staff recommends that City Council adopt the boundary resolution as presented.

The City Attorney has reviewed and approved the boundary resolution as presented.



(Published at [www.belaireks.gov](http://www.belaireks.gov) on December, \_\_\_\_\_, 2025.)

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

**A RESOLUTION DECLARING THE ENTIRE BOUNDARY  
OF THE CITY OF BEL AIRE, KANSAS.**

WHEREAS, K.S.A. 12-517 requires the Governing Body of a city to declare by resolution the entire boundary of the city, before the last day of December in any year, in which territory has been added to or excluded from the city; and

WHEREAS, the Governing Body has approved annexations to the City since the last boundary declaration, on March 18, 2025.

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

**SECTION 1.** The entire boundary of the City of Bel Aire, Kansas is hereby declared to be, and is described as follows:

Beginning at the Southwest corner of Section 13, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North along the West line of said Section 13 to the Northwest corner of the Southwest Quarter of Section 13; thence East along the North line of said Southwest Quarter of Section 13 to the Northeast corner of the Southwest Quarter of Section 13; thence South along the East line of said Southwest Quarter of Section 13 to the North right-of-way line of East 53<sup>rd</sup> Street North; thence East along the North right-of-way line of East 53<sup>rd</sup> Street North to the West line of the East half of the Southeast Quarter of Section 13; thence South along the West line of the East half of the Southeast Quarter of Section 13 to the South line of said Section 13 and the North line of Section 24, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M., Sedgwick County, thence East along said North line of Section 24 to the West right-of-way line of Woodlawn Boulevard; thence North along said West right-of-way line of Woodlawn Boulevard to the North right-of-way line of East 53<sup>rd</sup> Street North; thence East along the North right-of-way line of East 53<sup>rd</sup> Street North to the west line of ‘53<sup>rd</sup> Street Substation Addition’; thence north along the west line of said Addition a distance of 490 feet to the north line of said Addition; thence east along said north line a distance of 550 feet to the east line of the south half of the Southwest quarter; thence South 490 feet to the north right of way line of 53<sup>rd</sup> Street North, thence east to the West right-of-way line of Rock Road; thence North along the West right-of-way line of Rock Road to the South right-of-way line of Kansas Highway 254 (61<sup>st</sup> Street

North); thence East along said South right-of-way line of Kansas Highway 254 (61<sup>st</sup> Street North) to  
 the West line of the Northwest Quarter of Section 17, Township 26 South, Range 2 East of the 6<sup>th</sup>  
 P.M., Sedgwick County, Kansas; thence continuing along south right-of-way line of Kansas Highway  
 254 (61<sup>st</sup> Street north) to the west line of the East Half of the Northeast Quarter of said Section 16;  
 thence south along said west line to the south line of that part of said Northeast Quarter of Section 16  
 taken in Condemnation Case 95C-1132; thence east along said south line of said Highway 254 and  
 south line of said Condemnation Case 95C-1132 to the west right-of-way line of Webb Road; thence  
 continuing along the south line of said Condemnation Case 95C-1132 on an assumed bearing of  
 S65°12'30"E a distance of 22.15 feet; thence bearing N89°21'25"E a distance of 50.00 feet to the east  
 line of Section 17; thence continuing bearing N89°21'25"E a distance of 60.00 feet to the east right-  
 of-way line of Webb Road; thence south along said east right-of-way line to the south line of the North  
 Half, Northwest Quarter Section 16, Township 26 South; Range 2 East; thence along said south line a  
 distance of 10 feet; thence continuing south along the east right-of-way line of Webb Road to the south  
 line of said Northwest Quarter, said line also being the north line of the Southwest Quarter; thence  
 along said North line of the Southwest Quarter to the west line of the Northeast Quarter of Section 16;  
 thence north along said west line to the south line of that part taken in Condemnation Case 95C-1132;  
 thence east along the south line of said Condemnation Case 95C-1132 and along the south right-of-  
 way line of Highway 254 to a point on the east line of the Northeast Quarter of Section 16, said point  
 being 580.99 feet south of the Northeast Corner of said Northeast Quarter; thence east a distance of 50  
 feet to the east right-of-way line of Greenwich Road; thence South along the East right-of-way line  
 of Greenwich Road to the North right-of-way line of East 53<sup>rd</sup> Street North; thence East along the  
 North right-of-way line of East 53<sup>rd</sup> Street North to a point directly North of the East line of the  
 Northwest Quarter of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County,  
 Kansas; thence South on said East line of the Northwest Quarter of Section 22 to the Northwest corner  
 of the South half of the Northeast Quarter of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup>  
 P.M., Sedgwick County, Kansas; thence East along the North line of said South half of the Northeast  
 Quarter to the East line of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick  
 County, Kansas; thence South along said East line of Section 22 to the South line of the Northeast  
 Quarter of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas;  
 thence West along the South line of the Northeast Quarter and the South line of the Northwest Quarter  
 of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas to the East  
 right-of-way line of Greenwich Road; thence South along the East right-of-way line of Greenwich  
 Road to the South right-of-way line of East 45<sup>th</sup> Street North; thence West along the South right-of-  
 way line of East 45<sup>th</sup> Street North to a point directly South of the West line of the Southeast Quarter of  
 Section 21, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence North  
 along said West line of the Southeast Quarter of Section 21 to the north line of the south half of the  
 Southwest Quarter; thence west along said north line to the east right-of-way line of Webb Road;  
 thence South along the East right-of-way line of Webb Road to the South right- of-way line of East  
 45<sup>th</sup> Street North; thence West along the South right-of-way line of East 45<sup>th</sup> Street North to a point  
 directly South of the West line of the Southeast Quarter of Section 20, Township 26 South, Range 2  
 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence North along said West line of the Southeast  
 Quarter of Section 20 to the Southeast corner of the Northwest Quarter of Section 20, Township 16  
 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence West along the South line of  
 the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick  
 County, Kansas to the East right-of-way line of Rock Road; thence South along the East right-of-way  
 line of Rock Road to the North right-of-way line of East 45<sup>th</sup> Street North; thence West along the North

right-of-way line of East 45<sup>th</sup> Street North to the West right-of-way line of Rock Road; thence South along the West right- of-way line of Rock Road to the Northerly line of MOPAC Railroad right-of-way; thence Southwesterly along said Northerly line of said railroad to the East line of the West Half of the Northeast Quarter of Section 30, Township 26 South, Range 2 East; thence North along the East line of the West Half of the Northeast Quarter of said Section 30 to the South right-of-way line of East 45<sup>th</sup> Street North; thence West along said South line of said East 45<sup>th</sup> Street North to the West line of said Northeast Quarter of said Section 30; thence South along said West line of said Northeast Quarter of said Section 30 to a point on the Northerly line of said MOPAC railroad; thence Southwesterly along the Northerly line of said railroad to the east right-of-way line of Woodlawn Boulevard; thence south along the east right-of-way line of Woodlawn Boulevard to a point 75 feet north of the south line of said Section 30; thence west parallel to said south line and the south line of the Southeast Quarter of Section 25, Township 26 South Range 1 East of the 6<sup>th</sup> P.M. to a point on the back of curb, said point being 30.91 feet west of the east line of said Section 25; thence Southwesterly along an Arc following the back of curb, a distance of 67.21 feet, with an arc radius of 50.00 feet, and a chord bearing of S44°01'19"W and chord length of 62.26 feet, to a point of termination on the back of curb; thence south parallel with the east line of said Southeast Quarter and the east line of the Northeast Quarter of Section 36, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M. to a point 75 feet south of the north line of said Section 36, said point also being at the point of intersection of the west right-of-way line of Woodlawn Boulevard and the south right-of-way line of 37<sup>th</sup> Street North; thence west along said south right-of-way line to the west right-of-way line of Oliver; thence north along said west right-of-way line to the south right-of-way line of 53<sup>rd</sup> Street North; thence continuing north to the south line of Section 14, Township 26 South, Range 1 East; thence east along said south line to the Point of Beginning.

EXCEPT:

That part of the Northeast Quarter of Section 20 Township 26 South, Range 2 East, beginning at a point 602 feet west and 30 feet south of the Northeast Corner of said Northeast Quarter; thence south 189 feet; thence west 108 feet; thence north 189 feet; thence east to point of beginning.

and EXCEPT

That part of the Missouri-Pacific Railroad right-of-way lying within the Southwest Quarter of Section 21, Township 26 South, Range 2 East and lying east of Webb Road.

and EXCEPT

A tract of land located in the Southwest Quarter of Section 17, Township 26 South, Range 2 East of the 6<sup>th</sup> Principal Meridian, Sedgwick County, Kansas platted as Lot 1 and adjacent Ironwood Street, Northeast Wichita Elevated Storage Tank Addition, Wichita, Sedgwick County, Kansas.

End of description.

SECTION 2. This Resolution replaces all previously adopted boundary declarations by the City of Bel Aire, whether by ordinance or by resolution.

SECTION 3. This Resolution 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.

130 PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire, Kansas,  
131 on the 16<sup>nd</sup> day of December, 2025.

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133 SIGNED by the Mayor on the \_\_\_\_\_ day of December, 2025.

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136 CITY OF BEL AIRE, KANSAS

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140 Jim Benage, Mayor

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143 ATTEST:

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147 Melissa Krehbiel, City Clerk

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150 APPROVED AS TO FORM ONLY:

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154 Maria A. Schrock, City Attorney

(Published at [www.belaireks.gov](http://www.belaireks.gov) on March ~~19~~<sup>18</sup>, 2025.)

**RESOLUTION NO: R-2025-19**

**A RESOLUTION DECLARING THE ENTIRE BOUNDARY  
OF THE CITY OF BEL AIRE, KANSAS.**

WHEREAS, K.S.A. 12-517 requires that the Governing Body of a city declare by resolution the entire boundary of the city, before the last day of December in any year, in which territory has been added to or excluded from the city; and

WHEREAS, the Governing Body has approved annexations to the City since the last boundary declaration, on October 3, 2023.

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

SECTION 1. The entire boundary of the City of Bel Aire, Kansas is hereby declared to be, and is described as follows:

Beginning at the Southwest corner of Section 13, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence North along the West line of said Section 13 to the Northwest corner of the Southwest Quarter of Section 13; thence East along the North line of said Southwest Quarter of Section 13 to the Northeast corner of the Southwest Quarter of Section 13; thence South along the East line of said Southwest Quarter of Section 13 to the North right-of-way line of East 53<sup>rd</sup> Street North; thence East along the North right-of-way line of East 53<sup>rd</sup> Street North to the West line of the East half of the Southeast Quarter of Section 13; thence South along the West line of the East half of the Southeast Quarter of Section 13 to the South line of said Section 13 and the North line of Section 24, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M., Sedgwick County, thence East along said North line of Section 24 to the West right-of-way line of Woodlawn ~~Boulevard~~<sup>Read</sup>; thence North along said West right-of-way line of Woodlawn ~~Boulevard~~<sup>Read</sup> to the North right-of-way line of East 53<sup>rd</sup> Street North; thence East along the North right-of-way line of East 53<sup>rd</sup> Street North ~~thence east~~ to the west line of ‘53<sup>rd</sup> Street Substation Addition’; thence north along the west line of said Addition a distance of 490 feet to the north line of said Addition; thence east along said north line a distance of 550 feet to the east line of the south half of the Southwest quarter; thence South 490 feet to the north right of way line of 53<sup>rd</sup> Street North, thence ~~east~~ to the West right-of-way line of Rock Road; thence North along the West right-of-way line of Rock Road to the South right-of-way line of Kansas Highway 254 (61<sup>st</sup> Street North); thence East along said South right-of-way line of Kansas Highway

254 (61<sup>st</sup> Street North) to the West line of the Northwest Quarter of Section 17, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; ~~thence continuing along south right-of-way line of Kansas Highway 254 (61<sup>st</sup> Street north) to the west line of the East Half of the Northeast Quarter of said Section 16; thence south along said west line to the south line of that part of said Northeast Quarter of Section 16 taken in Condemnation Case 95C-1132; thence east along said south line of said Highway 254 and south line of said Condemnation Case 95C-1132 to the west right-of-way line of Webb Road; thence continuing along the south line of said Condemnation Case 95C-1132 on an assumed bearing of~~ <sup>thence north along said West line to the Northwest corner of said Northwest Quarter; thence East along the North line of said Section 17 to the West line of the Webb Road right-of-way line; thence South along said West line of Webb Road on an assumed bearing of S0°38'35"E to the south line of land deeded to the State of Kansas for Highway; thence along said south line bearing S65°12'30"E a distance of 22.15 feet; thence bearing N89°21'25"E a distance of 50.00 feet to the east line of Section 17; thence continuing bearing N89°21'25"E a distance of 60.00 feet to the east right-of-way line of Webb Road; thence south along said east right-of-way line to the south line of the North Half, Northwest Quarter Section 16, Township 26 South; Range 2 East; thence along said south line a distance of 10 feet; thence continuing south along the east right-of-way line of Webb Road to the south line of said Northwest Quarter, said line also being the north line of the Southwest Quarter; thence along said North line of the Southwest Quarter to the west line of the Northeast Quarter of Section 16; thence north along said west line to the south line of that part taken in Condemnation Case 95C-1132; thence east along the south line of said Condemnation Case 95C-1132 and along the south right-of-way line of Highway 254 to a point on the east line of the Northeast Quarter of Section 16, said point being 580.99 feet south of the Northeast Corner of said Northeast Quarter; thence east a distance of 50 feet to the east right-of-way line of Greenwich Road and the North line of the Southeast Quarter of Section 16, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas to the East right-of-way line of Greenwich Road; thence South along the East right-of-way line of Greenwich Road to the North right-of-way line of East 53<sup>rd</sup> Street North; thence East along the North right-of-way line of East 53<sup>rd</sup> Street North to a point directly North of the East line of the Northwest Quarter of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence South on said East line of the Northwest Quarter of Section 22 to the Northwest corner of the South half of the Northeast Quarter of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence East along the North line of said South half of the Northeast Quarter to the East line of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence South along said East line of Section 22 to the South line of the Northeast Quarter of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence West along the South line of the Northeast Quarter and the South line of the Northwest Quarter of Section 22, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas to the East right-of-way line of Greenwich Road; thence South along the East right-of-way line of Greenwich Road to the South right-of-way line of East 45<sup>th</sup> Street North; thence West along the South right-of-way line of East 45<sup>th</sup> Street North to a point directly South of the West line of the Southeast Quarter of Section 21, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence North along said West line of the Southeast Quarter of Section 21 to the north line of the south half of the Southwest Quarter; thence west along said north line to the east right-of-way line of Webb Road to the Northeast corner of the Northwest Quarter of Section 21, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, EXCEPT that part lying in the North and West of Mopac ROW and EXCEPT the West 60 feet for road; thence West along the North line of the Northwest Quarter of Section 21, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas to the East right-of-way</sup>

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~~line of Webb Road~~; thence South along the East right-of-way line of Webb Road to the South right-of-way line of East 45<sup>th</sup> Street North; thence West along the South right-of-way line of East 45<sup>th</sup> Street North to a point directly South of the West line of the Southeast Quarter of Section 20, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence North along said West line of the Southeast Quarter of Section 20 to the Southeast corner of the Northwest Quarter of Section 20, Township 16 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence West along the South line of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas to the East right-of-way line of Rock Road; thence South along the East right-of-way line of Rock Road to the North right-of-way line of East 45<sup>th</sup> Street North; thence West along the North right-of-way line of East 45<sup>th</sup> Street North to the West right-of-way line of Rock Road; thence South along the West right-of-way line of Rock Road to the Northerly line of MOPAC Railroad right-of-way; thence Southwesterly along said Northerly line of said railroad to the East line of the West Half of the Northeast Quarter of Section 30, Township 26 South, Range 2 East; thence North along the East line of the West Half of the Northeast Quarter of said Section 30 to the South right-of-way line of East 45<sup>th</sup> Street North; thence West along said South line of said East 45<sup>th</sup> Street North to the West line of said Northeast Quarter of said Section 30; thence South along said West line of said Northeast Quarter of said Section 30 to a point on the Northerly line of said MOPAC railroad; thence Southwesterly along the Northerly line of said railroad to the east right-of-way line of Woodlawn Boulevard; thence south along the east right-of-way line of Woodlawn Boulevard to a point 75 feet north of the south line of said Section 30; thence west parallel to said south line and the south line of the Southeast Quarter of Section 25, Township 26 South Range 1 East of the 6<sup>th</sup> P.M. to a point on the back of curb, said point being 30.91 feet west of the east line of said Section 25; thence Southwesterly along an Arc following the back of curb, a distance of 67.21 feet, with an arc radius of 50.00 feet, and a chord bearing of S44°01'19"W and chord length of 62.26 feet, to a point of termination on the back of curb; thence south parallel with the east line of said Southeast Quarter and the east line of the Northeast Quarter of Section 36, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M. to a point 75 feet south of the north line of said Section 36, said point also being at the point of intersection of the west right-of-way line of Woodlawn Boulevard and the south right-of-way line of 37<sup>th</sup> Street North; thence west along said south right-of-way line to the west right-of-way line of Oliver; thence north along said west right-of-way line to the south right-of-way line of 53<sup>rd</sup> Street North; thence continuing north to the south line of Section 14, Township 26 South, Range 1 East; thence east along said south line to the Point of Beginning, a beginning at a point on the West line of said Southwest Quarter, said point being 75 feet north of the South line of said Southwest Quarter; thence North along the West line of said Southwest Quarter to the Northerly Right of Way line of the Missouri Pacific Railroad; thence Northeasterly along said Railroad Right of way to a point 50 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter to the Southwest Corner of Lot 1, Block 1, "NORTHBROOK MEADOW", an Addition to Wichita, Sedgwick County, Kansas; thence East along the South line of said Lot 1, a distance of 10 feet to a point 60 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter, a distance of 66 feet to the Northwest Corner of Lot 1, Block 1, "NORTHBROOK MEADOW 2ND ADDITION", an Addition to Wichita, Sedgwick County, Kansas; thence continuing South along the West line of said Addition, to the Southeast Corner of the Southeast Quarter of Section 25, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an Assumed Bearing of North 01°03'19" West along the East line of said Southeast Quarter, a distance of 75.00 Feet; thence South 89°19'08" West parallel with the South Line of said Southeast Quarter, a distance of 30.91 Feet, to a point that is on the back of curb;

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Thence Southwesterly along an Arc following the back of curb, a distance of 67.21 Feet, with an arc Radius of 50.00 Feet, and a Chord Bearing of South 44°01'19" West and Chord Length of 62.26 Feet, to a point of termination on the back of curb; Thence South 01°03'19" East parallel with the East line of said Southeast Quarter, a distance of 30.75 Feet, to a point on the South line of said Southeast Quarter; Thence South to the Northeast right of way line of 37<sup>th</sup> Street, 75' south of the Northeast of section 36 Township 26 South, Range 1 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence to the South right of way line of East 37<sup>th</sup> Street North to the West right of way line of Oliver Street; thence North along the West right of way line of Oliver Street to the point of beginning. Except a tract of land legally described as a tract commencing at the Northeast corner of Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, a point beginning 602 ft West of the NE Corner Quarter South 219 feet, North 219 feet East to the Beginning W 108 feet and the Southwest Quarter of Section 20, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas.

EXCEPT:

That part of the Northeast Quarter of Section 20 Township 26 South, Range 2 East, beginning at a point 602 feet west and 30 feet south of the Northeast Corner of said Northeast Quarter; thence south 189 feet; thence west 108 feet; thence north 189 feet; thence east to point of beginning.

and EXCEPT

That part of the Missouri-Pacific Railroad right-of-way lying within the Southwest Quarter of Section 21, Township 26 South, Range 2 East and lying east of Webb Road.

and EXCEPT

A tract of land located in the Southwest Quarter of Section 17, Township 26 South, Range 2 East of the 6<sup>th</sup> Principal Meridian, Sedgwick County, Kansas platted as Lot 1 and adjacent Ironwood Street, Northeast Wichita Elevated Storage Tank Addition, Wichita, Sedgwick County, Kansas.

End of description.

SECTION 2. This Resolution replaces all previously adopted boundary declarations by the City of Bel Aire, whether by ordinance or by resolution.

SECTION 3. This Resolution 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.

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PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Bel Aire, Kansas

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

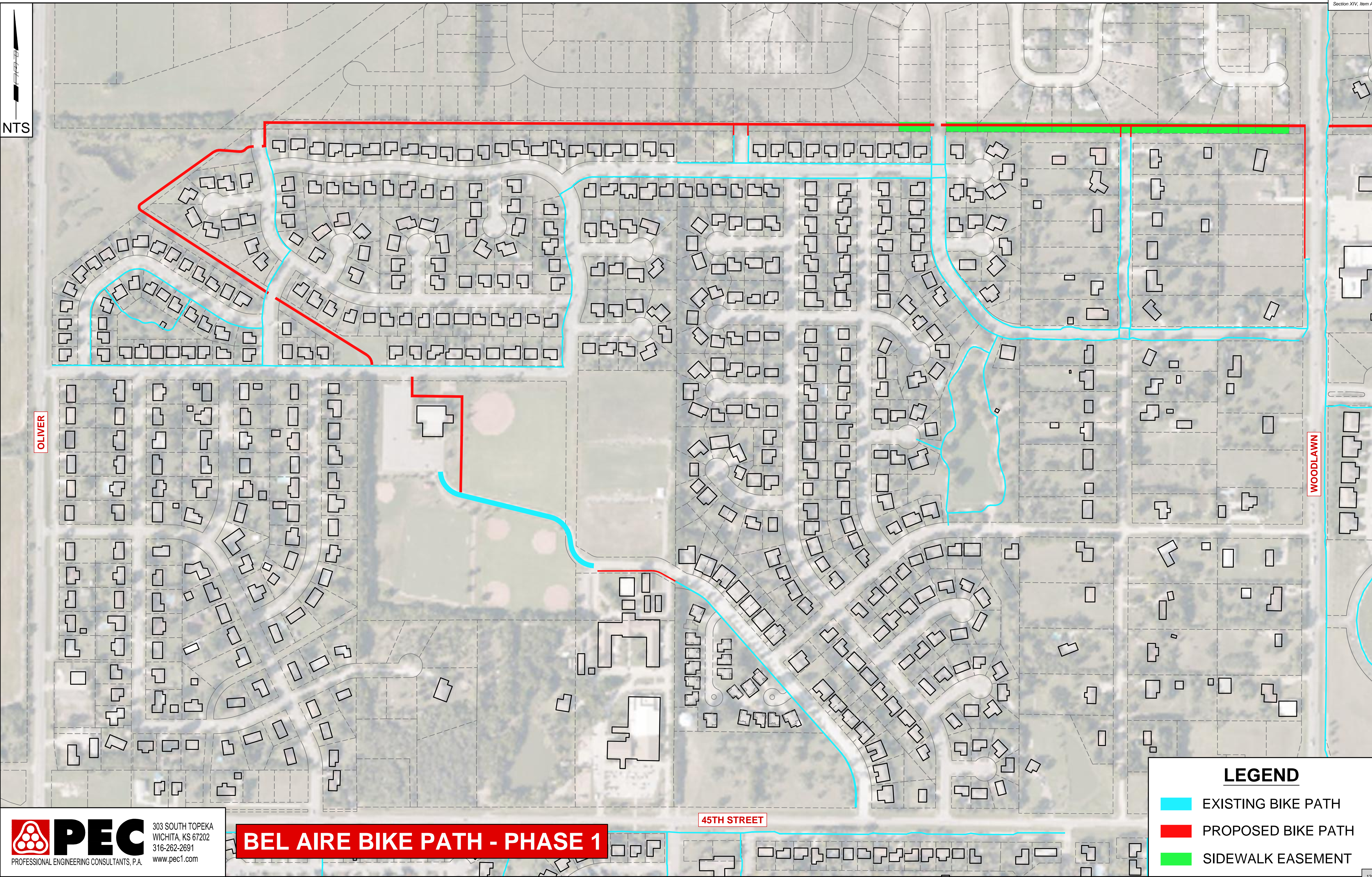
ATTEST:

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

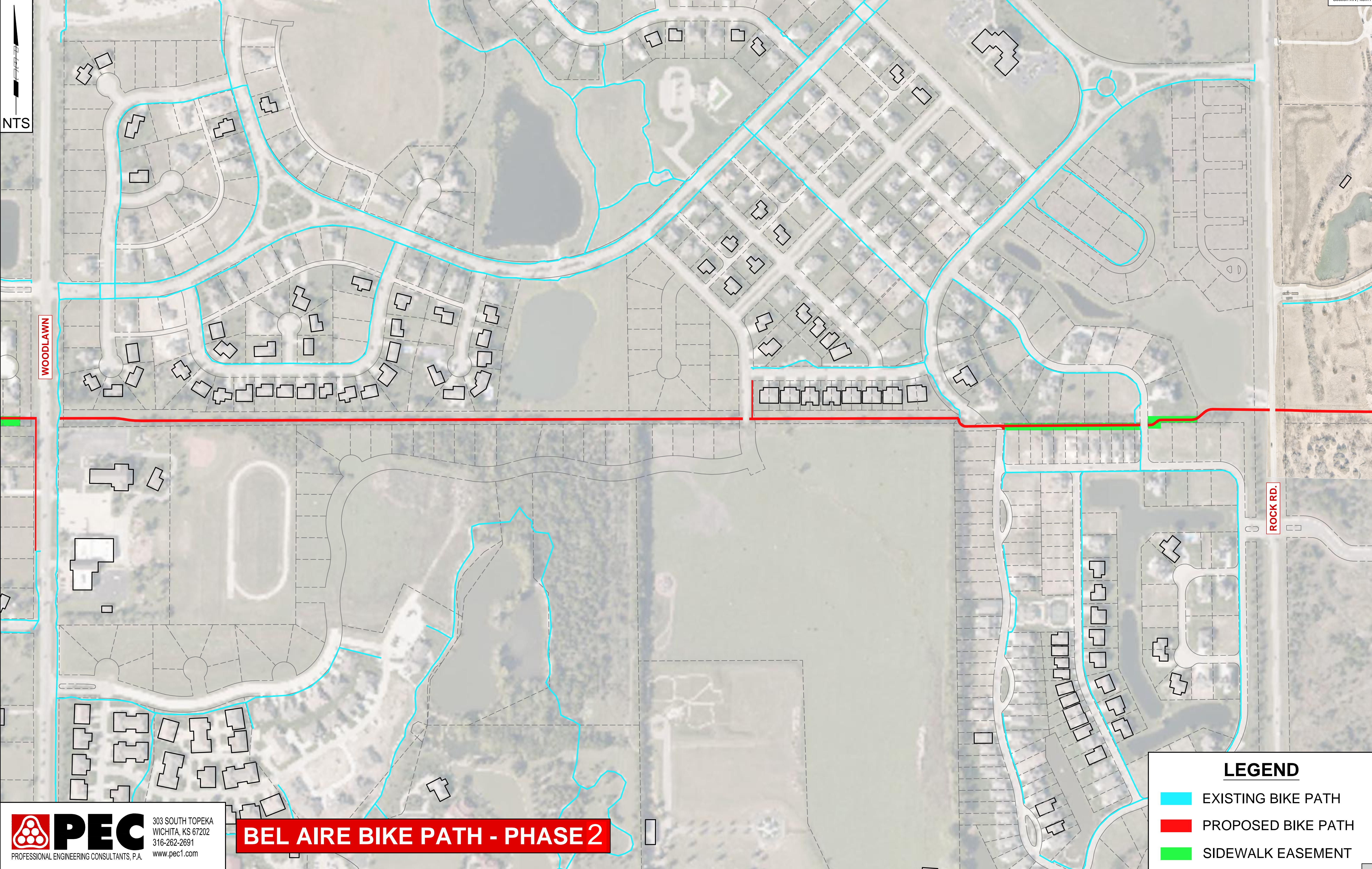
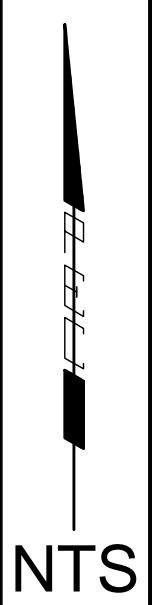
APPROVED AS TO FORM:

\_\_\_\_\_  
Maria A. Schrock, City Attorney










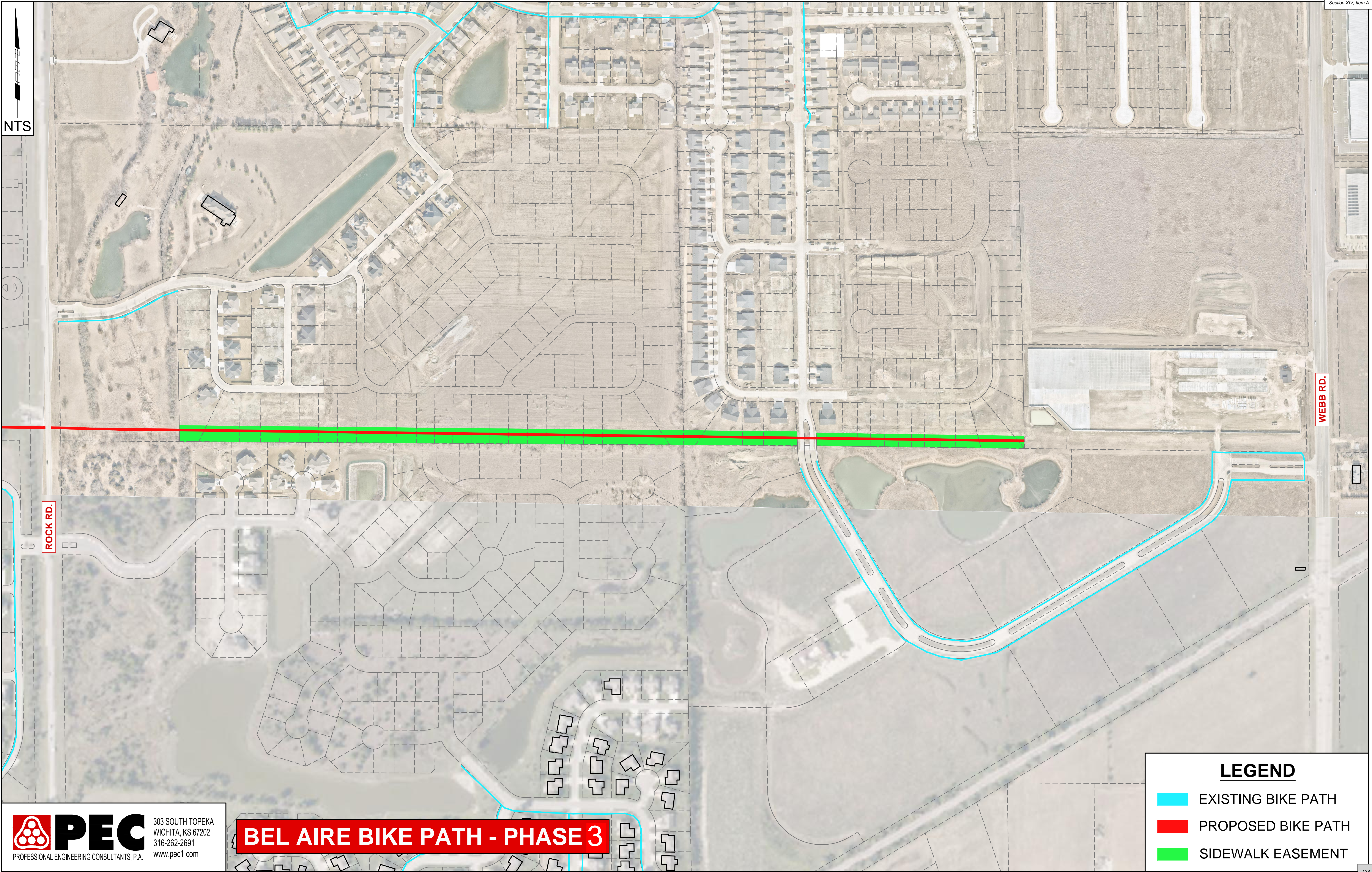


**LEGEND**

-  EXISTING BIKE PATH
-  PROPOSED BIKE PATH
-  SIDEWALK EASEMENT






NTS



ROCK RD.

WEBB RD.

**LEGEND**

-  EXISTING BIKE PATH
-  PROPOSED BIKE PATH
-  SIDEWALK EASEMENT



**CITY OF BEL AIRE**  
STAFF REPORT

**DATE: November 30, 2025**

**TO: City Manager**

**FROM: Marty McGee, Public Works Director**

**Water** – All water samples have been taken for the month; the monthly reagent bottle change was completed for the colorimetric chlorine analyzer at the North tower, the annual tubing and stir bar change was also performed. The fire hydrant located at 53<sup>rd</sup> and Greenwich has been blown off to ensure proper chlorine residual at the dead-end line. The water main replacement project for 2025- Glendale, Harding, Battin and Krueger has been completed. All samples have passed, and yard restoration is completed. UMC will do a final walkthrough and quality inspection before leaving this project. UMC performed the project in a timely and professional manor finishing before the deadline. There were 45 disconnects this month.

**Streets**- On 11-5 the intersection of 53<sup>rd</sup> and Rock Rd was milled and filled; we ordered 12 tons of asphalt to complete this project. PEC has scheduled to overlay this intersection in 2026. All of Aurora Park dirt roads have been graded this month. We are still waiting for Kansas Paving to complete Aurora Park project and ditches, once this is completed Public Works will regrade the roads and place the 1- inch hard rock down that was purchased in July. On 11-18 Public Works did another mill and fill on 53<sup>rd</sup> street just West of the Rock Rd intersection. We used 5 Tons of asphalt for this project and used the millings to extend the turning radius at the 4- way stop to allow the busses to turn better. Public works laid mastic down in Central Park to help maintain the road structure and fill the cracks. We purchased three pallets of mastic material and six 5-gallon buckets of de-tack oil to complete this project. On 11-19 we started sweeping the entire town to prevent fall leaves and debris from entering and clogging our stormwater draining infrastructure.

**Sewer**- Joel Thode with USP Technologies has been taking samples of our lift stations and controlling the chemical being added to determine proper balance of our levels. Results look good currently, Rebecca Lewis with Burns and McDonnell is also monitoring the weekly results. P.W. has been cleaning and televising sewers throughout the month to help control the high FOG and BOD that is currently present in our system. Ted, Berry and I attended a meeting with Troy Todd with TEC Systems Group to discuss the upgrade of the SCADA system. Sabrina Cantrell with KDHE met on sight with staff to do our water and sewer inspections. All KDHE requirements have been met for 2025 with no conflicting issues.

**Parks**- All monthly park inspections have been completed with little to no findings. The easement beside Heart Land Animal Hospital has been maintained for the last time this year. Tributarily 7 has been mowed and maintained, and culverts have been cleaned for proper flow for the winter months. All sprinkler systems and backflow devices have been drained and winterized. Tree Top Nursery has done the final mowing for the season at City Hall, allowing Public Works to put up Christmas decorations a week earlier than previous years.

**Stormwater**- All streets have been swept to remove the leaves from entering the stormwater system. Several storm drains have been cleaned to ensure proper flow throughout the city.

**Special Events-** We are moving into the new Public Works facility soon and staff is preparing for the move. This has resulted in cleaning and sorting through years of clutter. All public Works staff attended a 2-hour water inspection class held by PEC.

Safety meeting topic for this month included Personal Hygiene and Housekeeping, I felt this was essential as we are moving into a new facility.

KDHE Water and Sewer inspection has been completed and has met 2025 requirements with no conflicting issues.

All Christmas lights have been checked and installed at City Hall building.



West of Rock Road on 53<sup>rd</sup> street



Rock Road 4-Way Stop Milled asphalt





West of Rock Road on 53<sup>rd</sup> street going West. Mastic was added for stability of the shoulder.



2025 Christmas Lighting

## STAFF REPORT

DATE: December 3, 2025

TO: Ted Henry, City Manager  
Bel Aire Governing Body

FROM: Brian Hayes, Recreation Director

RE: October & November Activities

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### Recreation.

- 215 volleyball, soccer & flag football participants completed another successful fall sports season.
- 20 preschool & kindergarten kids participated in Little Dribblers. This instructional basketball program met on weeknights in November.
- Taekwondo class participation was steady with 15 students.
- Exercise classes continue to be steady with 20 participants.
- November drop-in gym use was 465 compared to 480 in October
- This year's Fall Festival offered a variety of activities for attendees of all ages. Highlights included a car show, vendor fair, music, native dance demo, food, children's activities, and fall-themed contests. The car show again featured a wide variety of vehicles and the vendor fair showcased those who provides interesting goods and services to the community. The event attracted an estimated 2,500 attendees.
- The sand volleyball court and refurbished walking trail were completed in time for the Fall Festival. Grass was seeded around the volleyball area with some success but will need more attention in the spring.
- The new Rec playground equipment has been ordered and is scheduled to be delivered in early 2026. The existing playground structures have been posted for sale and have received a couple of inquiries.
- Upcoming programs include Youth Basketball Leagues, Christmas in Bel Aire, and School's Out Camp.

### Seniors

- 651 seniors signed in for cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 761 in October.
- Some programs offered included Medicare Counseling, holiday craft activities, Singo Bingo, and a Medication Management presentation. In all there were 15 ongoing programs, 9 special activities, and 10 educational sessions.
- Upcoming Senior activities include final Medicare counseling, holiday dinner & activities, several presentations, as well as the many ongoing baseline programs, games, crafts, and communications.

### Swimming Pool

- The replacement pool safety cover has been installed.
- The new filter has been ordered and will be installed before the 2026 season.







# MANAGER'S REPORT

**DATE:** December 11, 2025  
**TO:** Mayor Benage and City Council  
**FROM:** Ted Henry, City Manager  
**RE:** December 16, 2025 Agenda



## **Consent Agenda (Item VI)**

The consent agenda contains the Minutes of the December 2<sup>nd</sup> City Council meeting, as well as one appointment and two request for Cereal Malt Beverage License Renewal.

Kent Koehler has volunteered to serve on the Steering Committee for Sedgwick County Fire District No. 1. He would replace Jesse Miller, who has asked to step down.

Two applications for renewal of Cereal Malt Beverage (beer) Licenses were received by the City. Both applications have received the required stamps from the Kansas Department of Revenue, Alcoholic Beverage Control and have met all City requirements for renewal. Staff recommend approval of both licenses.

## **Appropriations Ordinance (Item VII)**

This appropriation ordinance encompasses 11/26/2025 through 12/09/2025 expenses and one payroll cycle. Expenditures amounted to \$2,127,910.28. Of the reported expenses, \$1,109,681.09 are infrastructure costs for new developments. These costs are paid through special assessments.

## **Public Hearing for Budget Amendment (Item IX)**

On December 2<sup>nd</sup>, the City Council approved a Notice of Public Hearing and set the date to hold this hearing, as required by state statute. At this time, anyone may speak about the proposed Budget Amendment. When everyone has had a chance to speak, the public hearing may be closed with a motion and vote of the Council.

## **Budget Amendment (Item A)**

Earlier in the meeting, a public hearing will be held to allow citizens and other interested parties to speak on the amendment. After the public hearing has been closed, the City Council may consider the budget amendment. Per state legislation, local units of government are allowed to amend their annual budget if needed. The amended budget must balance any proposed increase in spending with new revenue from sources other than property taxes. Some common reasons for budget amendments include:

- Increases in unexpected expenditures in the current fiscal year, for example, street maintenance.
- Additional approved projects or grants that were not in the current fiscal year budget.

- To record transfers from one fund to another that were not originally budgeted.
- Grant programs that were awarded after the current fiscal year budget was adopted.

Additional property taxes cannot be levied during the amendment process. K.S.A. 79-2929a outlines the process a city must follow if a budget amendment is needed. Similar to the budget adoption process, an amendment requires public notice, hearing, and adoption by the governing body; followed by submitting the amendment to the County Clerk and filing it with the State of Kansas. The budget amendment process will balance all increased spending with new revenue from sources other than property taxes. In the City's case, all additional revenue sources will come from unencumbered fund balances and transfers from other funds. Barry Smith, Director of Finance, will be available to answer any questions.

### **IRB Issuance, Bel Aire Secure Storage, LLC (Item B)**

Bel Aire Secure Storage, LLC requested (and the City Council approved) an IRB and PILOT Agreement in 2022 to support development of their storage facility located on the west side of Webb Road, north of Tierra Verde. The project was divided into two phases. Phase 1 (\$2.5 million) was completed in 2023. Phase 2 (\$484,000) has now been completed and is ready for issuance.

Please note: Bel Aire Secure Storage, LLC is responsible for placing the IRB and meeting all associated financial obligations. The City of Bel Aire assumes no debt responsibility and serves only as a conduit for the bond. Kevin Cowan will attend the meeting to answer any questions. Staff recommends approving the ordinance and related documents.

### **Fee Schedule Resolution for 2026 (Item C)**

Near the end of each fiscal year, the Bel Aire City Council reviews and approves updates to the City's fee schedule. Municipalities have authority to establish fees for services they provide and fee schedules to outline the various set fees. The fee schedule serves as a quick reference point for citizens and staff. It is best practice to review the fee schedule annually. City staff from all departments have recently reviewed the schedule and provided their updates. Some of the updates reflect City policy, such as the 3% annual sewer and water fee increases. Other changes are brought on by changes in County, State, or Federal regulations, such as removing the copying fees for record requests due to recent changes in State open records policy. Barry Smith, Director of Finance, has provided a detailed report in your packet. If other changes become necessary during the coming year, the schedule can be revised or amended. Staff recommends that the Council approve and adopt the fee schedule as presented.

### **Real Estate Purchase Agreement (Item D)**

The sanitary sewer lift station at 37th and Harding is our primary lift station and serves the majority of the community. Because of its importance, it is critical that this facility remain fully operational. During our review of the easements and existing sanitary sewer mains leading into the lift station staff determined more room was needed. The City has discussed the potential installation of a screening device to reduce wear and tear on the pumps. Installing this device would require placing it in line with the existing sewer mains entering the lift station and would involve significant excavation. If a building or other semi-permanent structure (such as a concrete

wall) were constructed along the property boundary, it would substantially limit our ability to install a future screening device or to excavate and access existing sewer infrastructure.

The vacant land surrounding the lift station recently came up for sale. The City previously submitted a bid, but the seller accepted a higher offer from a private party. That buyer has since backed out, making the property available again. A purchase price of \$75,000 was discussed and negotiated with the City Council, and staff believes this price represents fair market value based on inputs from the seller's prior offer.

### **Resolution amending City Boundaries (Item E)**

State law (K.S.A. 12-517) requires cities to adopt a resolution declaring the official boundary of the city's incorporated area before the last day in December in any year in which any territory has been added to or excluded from the city. The City hired PEC to update the boundary to include the annexations that occurred in the current year. The boundary resolution is now ready to adopt and file with the County. This resolution must be filed prior to the end of the year for the newly annexed properties to be added to Bel Aire's tax rolls, establishes jurisdictions for emergency response departments, and elections. Staff recommends that City Council adopt the boundary resolution as presented.

### **Executive Session (Item XIII)**

There is one Executive Session on the agenda.

### **Discussion And Future Issues – Sidewalk Cost Estimate (Item XIV)**

PEC is working on a cost update to Phase 1 improvements. I will provide the estimate at the meeting to discuss.