



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
March 17, 2026 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: Gary Green

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 26-05 in the amount of \$1,059,505.99.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 26-05.

Motion _____ Second _____ Vote _____

VII. CITY REQUESTED APPEARANCES

VIII. 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.*

IX. REPORTS

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

X. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A Resolution Authorizing the Governing Body of The City of Bel Aire, Kansas to Consent to the Subordination of the City's Taxable Industrial Revenue Bonds, Series 2025B (Waltons 53rd Holdings LLC), to a Mortgage; and to Authorize the Execution and Delivery of Any Other Documents to Effect the Actions Authorized in this Resolution.

Action: Motion to (adopt / deny / table) A Resolution Authorizing the Governing Body of The City of Bel Aire, Kansas to Consent to the Subordination of the City's Taxable Industrial Revenue Bonds, Series 2025B (Waltons 53rd Holdings LLC), to a Mortgage; and to Authorize the Execution and Delivery of Any Other Documents to Effect the Actions Authorized in this Resolution.

Motion _____ Second _____ Vote _____

B. Consideration of preparing a Concept Design for a Multi-Use Path.

Action: Motion to direct staff to proceed with a concept design for a multi-use path.

Option 1 – Proceed with Original Phase 1 Alignment

Motion to direct staff to proceed with preparation of a concept design for the original Phase 1 multi-use path alignment as identified in the City's Bicycle and Pedestrian Plan.

Option 2 – Proceed with Alternate Alignment

Motion to direct staff to proceed with preparation of a concept design for the alternate multi-use path alignment and to coordinate with WAMPO to confirm eligibility of the revised alignment under the existing grant award.

Option 3 – Do Not Proceed with the Project

Motion to take no action on the proposed multi-use path project at this time.

Motion _____ Second _____ Vote _____

C. Consideration of A Resolution Updating the City's Sidewalk Replacement Program.

Action: Motion to (Approve / Deny / Table) A Resolution Updating the City's Sidewalk Replacement Program (As Presented / As Amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of an Amendment to the Development Agreement for Chapel Landing 5th Addition.

Action: Motion to (Approve / Deny / Table) An Amendment to the Development Agreement for Chapel Landing 5th Addition (As Presented / As Amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

E. Consideration of an Ordinance Amending Chapter 6, Article 4, Fireworks Code.

Action: Motion to (Adopt / Deny / Table) An Ordinance Amending the Fireworks Code (As Amended / As Presented) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

F. Consideration of Municipal Water Conservation Plan 2026, recommended for approval by the Utility Advisory Committee.

Action: Motion to (adopt / deny / table) the Municipal Water Conservation Plan 2026 (as presented / as amended), authorize the Mayor to sign, and submit to the City of Wichita.

Motion _____ Second _____ Vote _____

XI. CONSENT AGENDA

A. Approval of Minutes of the March 3, 2026 City Council meeting.

B. Approve the application from Wholesale Fireworks, located at 6334 Crestmark Street, for 2026 permit for retail sales of fireworks, contingent upon approval by the Sedgwick County Fire Marshal.

C. Approve the application from Waz Up Fireworks, to be located at 9745 East 50th Street North, for 2026 permit for retail sales of fireworks contingent upon approval by the Sedgwick County Fire Marshal.

D. Approve the application from Shocker Fireworks, to be located at 4620 N Oliver, for 2026 permit for retail sales of fireworks contingent upon approval by the Sedgwick County Fire Marshal.

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

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

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

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

A. Discuss renewal of Solid Waste & Recycling Agreement

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

- A. Financial Report - February 2026
- B. Public Works Report - February 2026
- C. Rec Activities - February 2026
- D. Manager's Report - March 17, 2026

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Video of this meeting can be streamed at www.belaires.gov and on YouTube. Please make sure all cell phones and other electronics are turned off and put away.



Payment Dates 2/25/2026 - 3/10/2026

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0178 -					
AFLAC	EMPLOYEE MONTHLY PREMI...	02/23/2026	03/01/2026		374.42
AFLAC	EMPLOYEE MONTHLY PREMI...	02/23/2026	03/01/2026		131.04
Vendor DBA 0178 - AFLAC Total:					505.46
Vendor DBA: 0054 - AT&T GLOBAL NETWORK					
AT&T GLOBAL NETWORK	INTERNET BACKUP	02/23/2026	02/27/2026		170.00
Vendor DBA 0054 - AT&T GLOBAL NETWORK Total:					170.00
Vendor DBA: 0174 -					
BANK OF NEW YORK MELLON ...	CCUA WIRE - CREDIT CORRECT...	12/31/2025	02/27/2026		76,375.99
BANK OF NEW YORK MELLON ...	CCUA WIRE - CREDIT CORRECT...	12/31/2025	02/27/2026		100,000.00
Vendor DBA 0174 - BANK OF NEW YORK MELLON TRUST Total:					176,375.99
Vendor DBA: 0472 -					
BEALL & MITCHELL, LLC	03/26 JUDGE TERRY BEALL/C...	03/03/2026	03/06/2026		1,237.98
Vendor DBA 0472 - BEALL & MITCHELL, LLC Total:					1,237.98
Vendor DBA: 2650 -					
BURNS & MCDONNELL ENGIN...	ENGINEERING SERVICES	03/03/2026	03/06/2026		2,482.00
Vendor DBA 2650 - BURNS & MCDONNELL ENGINEERING Total:					2,482.00
Vendor DBA: 3072 -					
Cassidy Camp	ACH Reversal	03/05/2026	03/05/2026		0.11
Cassidy Camp	ACH Reversal	03/05/2026	03/05/2026		36.29
Cassidy Camp	ACH Reversal	03/05/2026	03/05/2026		15.86
Cassidy Camp	ACH Reversal	03/05/2026	03/05/2026		41.65
Cassidy Camp	ACH Reversal	03/05/2026	03/05/2026		25.64
Cassidy Camp	ACH Reversal	03/05/2026	03/05/2026		1.00
Cassidy Camp	ACH Reversal	03/05/2026	03/05/2026		3.61
Cassidy Camp	ACH Reversal	03/05/2026	03/05/2026		2.00
Vendor DBA 3072 - Cassidy Camp Total:					126.16
Vendor DBA: 3040 -					
CHELSEA ECONOMON	WITNESS FEES	03/04/2026	03/06/2026		10.00
Vendor DBA 3040 - CHELSEA ECONOMON Total:					10.00
Vendor DBA: 0170 -					
CHISHOLM CREEK UTILITY AU...	01/26 CCUA CONTINGENCY	03/04/2026	03/06/2026		3,000.00
CHISHOLM CREEK UTILITY AU...	01/26 CCUA CONTINGENCY	03/04/2026	03/06/2026		2,820.00
Vendor DBA 0170 - CHISHOLM CREEK UTILITY AUTH. Total:					5,820.00
Vendor DBA: 2161 - COOPER LAW OFFICES					
COOPER LAW OFFICES	CRT APPOINTED ATTY SVC	03/04/2026	03/06/2026		1,296.00
Vendor DBA 2161 - COOPER LAW OFFICES Total:					1,296.00
Vendor DBA: 2599 -					
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PD	03/03/2026	03/06/2026		32.50
CULLIGAN OF WICHITA / WICH..	WATER SERVICE-CH	03/03/2026	03/06/2026		80.00
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	03/03/2026	03/06/2026		13.82
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	03/03/2026	03/06/2026		13.81
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	03/03/2026	03/06/2026		13.81
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	03/03/2026	03/06/2026		13.81
Vendor DBA 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING,INC Total:					167.75
Vendor DBA: 0032 -					
DELTA DENTAL PLAN of KANS...	03/26 MONTHLY PREMIUM	02/17/2026	03/01/2026		2,445.15
DELTA DENTAL PLAN of KANS...	03/26 MONTHLY PREMIUM	02/17/2026	03/01/2026		260.97
DELTA DENTAL PLAN of KANS...	03/26 MONTHLY PREMIUM	02/17/2026	03/01/2026		345.11
Vendor DBA 0032 - DELTA DENTAL PLAN of KANSAS Total:					3,051.23

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 3069 - EDWIN SOUTHERN	2025-SIDEWALK REIMBURSE...	02/26/2026	02/27/2026		800.00
Vendor DBA 3069 - EDWIN SOUTHERN Total:					800.00
Vendor DBA: 3013 - EMILY HURT	YOUTH SPORTS OFFICIAL	02/26/2026	02/27/2026		30.00
Vendor DBA 3013 - EMILY HURT Total:					30.00
Vendor DBA: 1802 - EMPOWER RETIREMENT 457	457 CITY MANAGER	02/26/2026	02/26/2026		540.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	02/26/2026	02/26/2026		612.00
Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:					1,152.00
Vendor DBA: 0587 - FEDEX - FEDERAL EXPRESS CO...	WATER SAMPLES	02/26/2026	02/27/2026		76.28
Vendor DBA 0587 - FEDEX - FEDERAL EXPRESS CORPORATION Total:					76.28
Vendor DBA: 0010 - FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	02/26/2026	02/26/2026		13,010.72
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	02/26/2026	02/26/2026		367.56
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	02/26/2026	02/26/2026		2,011.82
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	02/26/2026	02/26/2026		1,119.44
FICA/FEDERAL W/H	FEDERAL W/H TAXES	02/26/2026	02/26/2026		7,567.33
FICA/FEDERAL W/H	FEDERAL W/H TAXES	02/26/2026	02/26/2026		208.02
FICA/FEDERAL W/H	FEDERAL W/H TAXES	02/26/2026	02/26/2026		1,285.17
FICA/FEDERAL W/H	FEDERAL W/H TAXES	02/26/2026	02/26/2026		604.25
FICA/FEDERAL W/H	MEDICARE/FICA	02/26/2026	02/26/2026		3,042.90
FICA/FEDERAL W/H	MEDICARE/FICA	02/26/2026	02/26/2026		85.96
FICA/FEDERAL W/H	MEDICARE/FICA	02/26/2026	02/26/2026		470.52
FICA/FEDERAL W/H	MEDICARE/FICA	02/26/2026	02/26/2026		261.80
Vendor DBA 0010 - FICA/FEDERAL W/H Total:					30,035.49
Vendor DBA: 0068 - GALLS, LLC	UNIFORMS	02/26/2026	02/27/2026		278.10
GALLS, LLC	PD SUPPLIES	02/26/2026	02/27/2026		79.48
GALLS, LLC	UNIFORMS	02/26/2026	02/27/2026		186.18
Vendor DBA 0068 - GALLS, LLC Total:					543.76
Vendor DBA: 2081 - GARVER	45TH OLIVER-WOODLAWN DI...	03/02/2026	03/06/2026	021-8832	4,410.84
GARVER	CHAPEL LANDING 5TH	03/03/2026	03/06/2026	007-8862	3,541.52
GARVER	SKYVIEW 2ND ADD PH 2	03/02/2026	03/06/2026	006-8862	452.75
Vendor DBA 2081 - GARVER Total:					8,405.11
Vendor DBA: 2438 - IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN APR...	03/04/2026	03/06/2026		833.00
Vendor DBA 2438 - IMA FINANCIAL GROUP, INC Total:					833.00
Vendor DBA: 2582 - IMAGINE IT INC	SWITCH REPLACEMENT FOR 2...	03/03/2026	03/06/2026		625.00
IMAGINE IT INC	SWITCH REPLACEMENT FOR 2...	03/03/2026	03/06/2026		625.00
IMAGINE IT INC	SWITCH REPLACEMENT FOR 2...	03/03/2026	03/06/2026		625.00
IMAGINE IT INC	SWITCH REPLACEMENT FOR 2...	03/03/2026	03/06/2026		625.00
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		81.55
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		40.88
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		122.43
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		122.42
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		81.55
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		81.55
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		61.21
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		653.23
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		183.63
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		40.87
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		40.89
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		203.97
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		40.88

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		203.97
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		203.97
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		319.86
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		160.35
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		480.21
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		480.21
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		319.86
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		319.86
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		240.11
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		2,562.26
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		720.32
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		160.35
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		160.35
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		800.06
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		160.35
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		800.07
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	02/26/2026	02/27/2026		800.07
IMAGINE IT INC	NEW PW BUILD-IT SERVICES	03/02/2026	03/06/2026	029-8893	1,409.96
IMAGINE IT INC	PW-NEW FACILITY WIRELESS I...	03/04/2026	03/06/2026	029-8893	255.30
IMAGINE IT INC	PW-NEW FACILITY WIRELESS I...	03/04/2026	03/06/2026	029-8893	2,600.00
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		87.84
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		44.04
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		131.88
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		131.88
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		87.84
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		87.84
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		65.94
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		703.67
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		197.82
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		44.04
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		44.03
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		219.72
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		44.04
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		219.72
IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	03/03/2026	03/06/2026		219.72
Vendor DBA 2582 - IMAGINE IT INC Total:					19,742.57
Vendor DBA: 3071 - INSIGHT & INTEGRITY, LLC. / IXI					
INSIGHT & INTEGRITY, LLC. / IXI	TRAINING-CRISIS NEGOTIATI...	03/05/2026	03/06/2026		350.00
Vendor DBA 3071 - INSIGHT & INTEGRITY, LLC. / IXI Total:					350.00
Vendor DBA: 3042 -					
JAMIE BREDBENNER	WITNESS FEES	03/04/2026	03/06/2026		10.00
Vendor DBA 3042 - JAMIE BREDBENNER Total:					10.00
Vendor DBA: 1665 -					
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC	03/03/2026	03/06/2026		416.00
Vendor DBA 1665 - JOY K WILLIAMS, ATTY AT LAW Total:					416.00
Vendor DBA: 0196 -					
K P E R S	KP&F	02/26/2026	02/26/2026		13,584.82
K P E R S	KPERS 1	02/26/2026	02/26/2026		848.31
K P E R S	KPERS 1	02/26/2026	02/26/2026		453.51
K P E R S	KPERS 1	02/26/2026	02/26/2026		776.19
K P E R S	KPERS 1	02/26/2026	02/26/2026		373.74
K P E R S	KPERS 2	02/26/2026	02/26/2026		2,411.96
K P E R S	KPERS 2	02/26/2026	02/26/2026		326.25
K P E R S	KPERS 3	02/26/2026	02/26/2026		6,699.86
K P E R S	KPERS 3	02/26/2026	02/26/2026		1,579.01
K P E R S	KPERS 3	02/26/2026	02/26/2026		1,216.74
Vendor DBA 0196 - K P E R S Total:					28,270.39

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 2693 -					
KAMERON KONDA	YOUTH SPORTS OFFICIAL	02/26/2026	02/27/2026		192.00
Vendor DBA 2693 - KAMERON KONDA Total:					192.00
Vendor DBA: 0197 -					
KANSAS DEPT OF REVENUE	KS STATE W/H	02/26/2026	02/26/2026		4,912.81
KANSAS DEPT OF REVENUE	KS STATE W/H	02/26/2026	02/26/2026		121.34
KANSAS DEPT OF REVENUE	KS STATE W/H	02/26/2026	02/26/2026		797.91
KANSAS DEPT OF REVENUE	KS STATE W/H	02/26/2026	02/26/2026		392.20
Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:					6,224.26
Vendor DBA: 0287 -					
KANSAS GAS SERVICE	CH UTILITIES	02/23/2026	02/26/2026		884.06
KANSAS GAS SERVICE	POOL UTILITIES	02/23/2026	02/26/2026		297.14
KANSAS GAS SERVICE	PUMPHOUSE UTILITIES	02/23/2026	02/26/2026		232.02
KANSAS GAS SERVICE	MAINT. PW UTILITIES	02/23/2026	02/26/2026		227.94
KANSAS GAS SERVICE	MAINT. PW UTILITIES	02/23/2026	02/26/2026		227.94
KANSAS GAS SERVICE	MAINT. PW UTILITIES	02/23/2026	02/26/2026		227.93
KANSAS GAS SERVICE	MAINT. PW UTILITIES	02/23/2026	02/26/2026		227.93
KANSAS GAS SERVICE	REC UTILITIES	02/23/2026	02/26/2026		964.38
Vendor DBA 0287 - KANSAS GAS SERVICE Total:					3,289.34
Vendor DBA: 0074 -					
KANSAS STATE TREASURER-C...	COURT FEES	03/04/2026	03/06/2026		85.26
KANSAS STATE TREASURER-C...	COURT FEES	03/04/2026	03/06/2026		565.56
KANSAS STATE TREASURER-C...	COURT FEES	03/04/2026	03/06/2026		136.09
KANSAS STATE TREASURER-C...	COURT FEES	03/04/2026	03/06/2026		60.64
KANSAS STATE TREASURER-C...	COURT FEES	03/04/2026	03/06/2026		1,362.50
KANSAS STATE TREASURER-C...	COURT FEES	03/04/2026	03/06/2026		20.06
KANSAS STATE TREASURER-C...	COURT FEES	03/04/2026	03/06/2026		49.47
Vendor DBA 0074 - KANSAS STATE TREASURER-COURT Total:					2,279.58
Vendor DBA: 2687 -					
LEASE FINANCE PARTNERS	36822QT: 02/26:PD COPIER	03/04/2026	03/06/2026		142.39
Vendor DBA 2687 - LEASE FINANCE PARTNERS Total:					142.39
Vendor DBA: 0264 -					
MARTY A HESS	YOGA INSTRUCTOR	02/26/2026	02/27/2026		105.00
Vendor DBA 0264 - MARTY A HESS Total:					105.00
Vendor DBA: 3070 -					
MARY CHESE	WITNESS FEES	03/04/2026	03/06/2026		10.00
Vendor DBA 3070 - MARY CHESE Total:					10.00
Vendor DBA: 2804 -					
NATHAN J ATWATER	YOUTH SPORTS OFFICIAL	02/26/2026	02/27/2026		192.00
Vendor DBA 2804 - NATHAN J ATWATER Total:					192.00
Vendor DBA: 2296 -					
NICHALAS HARDWICK	YOUTH SPORTS OFFICIAL	02/26/2026	02/27/2026		240.00
Vendor DBA 2296 - NICHALAS HARDWICK Total:					240.00
Vendor DBA: 3043 -					
OLIVIA GRIFFIN	WITNESS FEES	03/04/2026	03/06/2026		10.00
Vendor DBA 3043 - OLIVIA GRIFFIN Total:					10.00
Vendor DBA: 2101 -					
OPTIV SECURITY INC	KEY FOB TOKENS	03/04/2026	03/06/2026		1,055.04
Vendor DBA 2101 - OPTIV SECURITY INC Total:					1,055.04
Vendor DBA: 1345 -					
OREILLY AUTO PARTS	SUPPLIES/PARTS	02/25/2026	02/27/2026		29.96
OREILLY AUTO PARTS	SUPPLIES/PARTS	02/25/2026	02/27/2026		181.73
OREILLY AUTO PARTS	SUPPLIES/PARTS	03/03/2026	03/06/2026		26.99
OREILLY AUTO PARTS	EQUIPMENT/SUPPLIES	02/25/2026	02/27/2026		4.99
OREILLY AUTO PARTS	EQUIPMENT/SUPPLIES	02/25/2026	02/27/2026		8.00
OREILLY AUTO PARTS	EQUIPMENT/SUPPLIES	02/25/2026	02/27/2026		70.38
OREILLY AUTO PARTS	EQUIPMENT/SUPPLIES	02/25/2026	02/27/2026		5.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
OREILLY AUTO PARTS	EQUIPMENT/SUPPLIES	02/25/2026	02/27/2026		8.00
OREILLY AUTO PARTS	EQUIPMENT/SUPPLIES	02/25/2026	02/27/2026		5.00
OREILLY AUTO PARTS	EQUIPMENT/SUPPLIES	02/25/2026	02/27/2026		8.00
OREILLY AUTO PARTS	EQUIPMENT/SUPPLIES	02/25/2026	02/27/2026		5.00
OREILLY AUTO PARTS	EQUIPMENT/SUPPLIES	02/25/2026	02/27/2026		7.99
OREILLY AUTO PARTS	VEHICLE EQUIP/SUPPLIES	03/06/2026	03/06/2026		6.49
OREILLY AUTO PARTS	VEHICLE SUPPLIES/PARTS	02/26/2026	02/27/2026		28.98
Vendor DBA 1345 - OREILLY AUTO PARTS Total:					396.51
Vendor DBA: 2369 -					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	02/27/2026	02/27/2026		479.37
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	02/27/2026	02/27/2026		653.37
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					1,132.74
Vendor DBA: 2524 -					
PEARSON CONSTRUCTION LLC	BEL AIRE LAKES ADD PAVING ...	12/31/2025	03/03/2026	005-8882	185,146.20
PEARSON CONSTRUCTION LLC	BEL AIRE LAKES ADD PAVING ...	03/03/2026	03/03/2026	005-8882	217,600.20
PEARSON CONSTRUCTION LLC	BEL AIRE LAKES ADD PAVING ...	03/03/2026	03/03/2026	005-8882	134,764.20
Vendor DBA 2524 - PEARSON CONSTRUCTION LLC Total:					537,510.60
Vendor DBA: 2324 -					
PROFESSIONAL ENGINEERING...	BEL AIRE STORMWATER LUN...	03/03/2026	03/06/2026		2,135.00
PROFESSIONAL ENGINEERING...	BEL AIRE LAKES ADD-PHASE 2 ...	03/03/2026	03/06/2026	005-8862	13,148.50
PROFESSIONAL ENGINEERING...	BEL AIRE LAKES ADD-PHASE 2 ...	03/03/2026	03/06/2026	005-8863	13,148.50
PROFESSIONAL ENGINEERING...	BEL AIRE 45TH STREET NORTH...	03/03/2026	03/06/2026	021-8832	2,085.00
PROFESSIONAL ENGINEERING...	BEL AIRE BASE MONTHLY SERV..	03/03/2026	03/06/2026		10,000.00
PROFESSIONAL ENGINEERING...	BEL AIRE-2026 STREET MAINT...	03/03/2026	03/06/2026	031-8014	2,959.20
PROFESSIONAL ENGINEERING...	BEL AIRE 2026 STREET MAINT...	03/03/2026	03/06/2026	031-8014	3,415.00
Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:					46,891.20
Vendor DBA: 0105 -					
PUBLIC WORKS & UTILITIES-CI...	443,250 GAL: 01/06/26-02/04...	02/23/2026	02/27/2026		3,172.49
Vendor DBA 0105 - PUBLIC WORKS & UTILITIES-CITY OF WICHITA Total:					3,172.49
Vendor DBA: 3006 -					
RESCARE	RESTITUTION PAYMENT	03/04/2026	03/06/2026		34.80
Vendor DBA 3006 - RESCARE Total:					34.80
Vendor DBA: 2614 -					
RUSH TRUCK CENTERS	VEHICLE REPAIRS & MAINT	02/25/2026	02/27/2026		735.56
RUSH TRUCK CENTERS	VEHICLE REPAIRS & MAINT	02/25/2026	02/27/2026		735.56
RUSH TRUCK CENTERS	VEHICLE REPAIRS & MAINT	02/25/2026	02/27/2026		735.55
RUSH TRUCK CENTERS	VEHICLE MAINT/REPAIRS	02/25/2026	02/27/2026		528.28
RUSH TRUCK CENTERS	VEHICLE MAINT/REPAIRS	02/25/2026	02/27/2026		528.28
RUSH TRUCK CENTERS	VEHICLE MAINT/REPAIRS	02/25/2026	02/27/2026		528.29
Vendor DBA 2614 - RUSH TRUCK CENTERS Total:					3,791.52
Vendor DBA: 0441 -					
RUSTY ECK FORD	VEHICLE REPAIRS & MAINT	02/25/2026	02/27/2026		39.19
RUSTY ECK FORD	VEHICLE REPAIRS & MAINT	02/25/2026	02/27/2026		39.19
RUSTY ECK FORD	VEHICLE REPAIRS & MAINT	02/25/2026	02/27/2026		39.18
RUSTY ECK FORD	VEHICLE REPAIRS & MAINT	02/25/2026	02/27/2026		39.18
Vendor DBA 0441 - RUSTY ECK FORD Total:					156.74
Vendor DBA: 1784 -					
SHERWIN WILLIAMS 707563	CONSTRUCTION MATERIAL/S...	03/05/2026	03/06/2026		35.00
Vendor DBA 1784 - SHERWIN WILLIAMS 707563 Total:					35.00
Vendor DBA: 2726 -					
SHORT ELLIOTT HENDRICKSON..	BELAC SUNFLOWER PARK 3RD...	03/03/2026	03/06/2026	013-8830	306.88
SHORT ELLIOTT HENDRICKSON..	BELAC SUNFLOWER PARK 3RD...	03/03/2026	03/06/2026	013-8831	306.88
SHORT ELLIOTT HENDRICKSON..	BELAC SUNFLOWER PARK 3RD...	03/03/2026	03/06/2026	013-8832	306.88
SHORT ELLIOTT HENDRICKSON..	BELAC SUNFLOWER PARK 3RD...	03/03/2026	03/06/2026	013-8833	306.86
Vendor DBA 2726 - SHORT ELLIOTT HENDRICKSON INC Total:					1,227.50
Vendor DBA: 1953 -					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	02/26/2026	02/27/2026		57.27

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	02/26/2026	02/27/2026		122.90
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	02/26/2026	02/27/2026		122.89
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	02/26/2026	02/27/2026		180.67
Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:					483.73
Vendor DBA: 0266 -					
SUPERIOR RUBBER STAMP & ...	LEGAL STAMP & INK	03/04/2026	03/06/2026		37.25
Vendor DBA 0266 - SUPERIOR RUBBER STAMP & SEAL Total:					37.25
Vendor DBA: 3041 -					
TARA DIXON	WITNESS FEES	03/04/2026	03/06/2026		10.00
Vendor DBA 3041 - TARA DIXON Total:					10.00
Vendor DBA: 0369 -					
TERESA WADE	YOUTH SPORTS OFFICIAL	02/26/2026	02/27/2026		160.00
Vendor DBA 0369 - TERESA WADE Total:					160.00
Vendor DBA: 0903 -					
TRIPLETT, WOOLF, GARRETSON...	LEGAL SERVICES	03/04/2026	03/06/2026		25,081.25
Vendor DBA 0903 - TRIPLETT, WOOLF, GARRETSON, LLC/TWG Total:					25,081.25
Vendor DBA: 2839 -					
UMB - PCARD	Community Relations & Office...	02/27/2026	02/27/2026		54.96
UMB - PCARD	Software/Hardware Maintena...	02/27/2026	02/27/2026		138.00
UMB - PCARD	Training/Conferences	02/27/2026	02/27/2026		15.00
UMB - PCARD	Training/Conferences	02/27/2026	02/27/2026		15.00
UMB - PCARD	Construction Material/Supplies	02/27/2026	02/27/2026		1,408.55
UMB - PCARD	Hotel & Travel	02/27/2026	02/27/2026		290.96
UMB - PCARD	Community Relations & Office...	02/27/2026	02/27/2026		98.64
UMB - PCARD	Community Relations/Events	02/27/2026	02/27/2026		863.97
UMB - PCARD	Community Relations/Events	02/27/2026	02/27/2026		76.43
UMB - PCARD	Community Relations/Events	02/27/2026	02/27/2026		83.98
UMB - PCARD	Community Relations/Events	02/27/2026	02/27/2026		37.58
UMB - PCARD	Training/Conferences	02/27/2026	02/27/2026		53.00
UMB - PCARD	Training/Conference	02/27/2026	02/27/2026		425.00
UMB - PCARD	Professional Dues/Membershi...	02/27/2026	02/27/2026		565.47
UMB - PCARD	Office Supplies	02/27/2026	02/27/2026		36.99
UMB - PCARD	Office Supplies	02/27/2026	02/27/2026		17.50
UMB - PCARD	Training/Conferences	02/27/2026	02/27/2026		8.91
UMB - PCARD	Training/Conferences	02/27/2026	02/27/2026		17.30
UMB - PCARD	Hotel & Travel	02/27/2026	02/27/2026		1.00
UMB - PCARD	Office Supplies	02/27/2026	02/27/2026		35.00
UMB - PCARD	Office Furniture	02/27/2026	02/27/2026		79.98
UMB - PCARD	Office Furniture	02/27/2026	02/27/2026		120.10
UMB - PCARD	Professional Dues & Members...	02/27/2026	02/27/2026		145.00
UMB - PCARD	Office Supplies	02/27/2026	02/27/2026		12.54
UMB - PCARD	Publications & Printing	02/27/2026	02/27/2026		482.22
UMB - PCARD	Mdse. TSF or Dist.	02/27/2026	02/27/2026		99.98
UMB - PCARD	Uniforms/Clothing	02/27/2026	02/27/2026		188.00
UMB - PCARD	Uniforms & Clothing	02/27/2026	02/27/2026		209.95
UMB - PCARD	Uniforms & Clothing	02/27/2026	02/27/2026		214.48
UMB - PCARD	Uniforms & Clothing	02/27/2026	02/27/2026		219.95
UMB - PCARD	Uniforms & Clothing	02/27/2026	02/27/2026		155.96
UMB - PCARD	Uniforms & Clothing	02/27/2026	02/27/2026		351.94
UMB - PCARD	Training/Conferences	02/27/2026	02/27/2026		164.00
UMB - PCARD	Training/Conferences	02/27/2026	02/27/2026		38.86
UMB - PCARD	Hotel & Travel	02/27/2026	02/27/2026		20.36
UMB - PCARD	Hotel & Travel	02/27/2026	02/27/2026		228.62
UMB - PCARD	Police Supplies	02/27/2026	02/27/2026		364.28
UMB - PCARD	Police Supplies	02/27/2026	02/27/2026		83.85
UMB - PCARD	Police Supplies	02/27/2026	02/27/2026		99.67
UMB - PCARD	Vehicle /Equip Supplies/Parts	02/27/2026	02/27/2026		110.00
UMB - PCARD	Office Supplies	02/27/2026	02/27/2026		72.28
UMB - PCARD	Rec Concessions	02/27/2026	02/27/2026		21.78

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
UMB - PCARD	Rec Concessions	02/27/2026	02/27/2026		197.70
UMB - PCARD	Rec Concessions	02/27/2026	02/27/2026		26.88
UMB - PCARD	Training/Conferences	02/27/2026	02/27/2026		425.00
UMB - PCARD	Training/Conferences	02/27/2026	02/27/2026		435.00
UMB - PCARD	Training/Conferences	02/27/2026	02/27/2026		425.00
UMB - PCARD	Training/Conferences	02/27/2026	02/27/2026		445.00
UMB - PCARD	Minor Equip:Tools, Elect	02/27/2026	02/27/2026		35.55
UMB - PCARD	Credit-Minor Equip:Tools, Elect	02/27/2026	02/27/2026		-12.64
UMB - PCARD	Creational Equip/Supplies	02/27/2026	02/27/2026		71.98
UMB - PCARD	Recreational Equip/Supplies	02/27/2026	02/27/2026		179.94
UMB - PCARD	Cleaning Chemicals	02/27/2026	02/27/2026		53.54
UMB - PCARD	Professional Dues & Members...	02/27/2026	02/27/2026		12.50
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Office Equip, Supplies & Clean..	02/27/2026	02/27/2026		40.80
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Office Equip, Supplies & Clean..	02/27/2026	02/27/2026		40.80
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Cleaning Supplies	02/27/2026	02/27/2026		13.49
UMB - PCARD	Cleaning Supplies	02/27/2026	02/27/2026		13.49
UMB - PCARD	Cleaning Supplies	02/27/2026	02/27/2026		38.75
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Office Equip, Supplies & Clean..	02/27/2026	02/27/2026		40.80
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Uniforms/Clothing-Credit	02/27/2026	02/27/2026		-6.50
UMB - PCARD	Uniforms/Clothing-Credit	02/27/2026	02/27/2026		-19.50
UMB - PCARD	Uniforms/Clothing	02/27/2026	02/27/2026		27.60
UMB - PCARD	Minor Equip: Tools, Elect.	02/27/2026	02/27/2026		30.49
UMB - PCARD	Minor Equip: Tools, Elect	02/27/2026	02/27/2026		403.80
UMB - PCARD	Minor Equip: Tool, Elect.	02/27/2026	02/27/2026		239.22
UMB - PCARD	Minor Equip/Tools, Elect	02/27/2026	02/27/2026		77.56
UMB - PCARD	Minor Equip: Tools, Elect	02/27/2026	02/27/2026		236.44
UMB - PCARD	Construction Material /Suppli...	02/27/2026	02/27/2026		553.21
UMB - PCARD	Construction Material/Supplies	02/27/2026	02/27/2026		64.40
UMB - PCARD	Signs-Material/Supplies	02/27/2026	02/27/2026		4.70
UMB - PCARD	Signs/Materials & Supplies	02/27/2026	02/27/2026		12.38
UMB - PCARD	Signs-Material/Supplies	02/27/2026	02/27/2026		4.70
UMB - PCARD	Signs/Materials & Supplies	02/27/2026	02/27/2026		12.36
UMB - PCARD	Vehicle & Equip: Repair/Maint.	02/27/2026	02/27/2026		344.70
UMB - PCARD	Office Supplies	02/27/2026	02/27/2026		14.32
UMB - PCARD	Office Supplies	02/27/2026	02/27/2026		38.37
UMB - PCARD	Office Supplies	02/27/2026	02/27/2026		44.20
UMB - PCARD	Office Supplies	02/27/2026	02/27/2026		109.91
UMB - PCARD	Office Supplies	02/27/2026	02/27/2026		14.53
UMB - PCARD	Office Furniture	02/27/2026	02/27/2026		189.00
UMB - PCARD	Cleaning Chemicals	02/27/2026	02/27/2026		53.52
UMB - PCARD	Professional Dues & Members...	02/27/2026	02/27/2026		12.50
UMB - PCARD	Office Equip, Supplies & Clean..	02/27/2026	02/27/2026		40.80
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Office Equip, Supplies & Clean..	02/27/2026	02/27/2026		40.80
UMB - PCARD	Office Equip, Supplies & Clean..	02/27/2026	02/27/2026		40.80
UMB - PCARD	Cleaning Supplies	02/27/2026	02/27/2026		38.76
UMB - PCARD	Safety Equip & Supplies	02/27/2026	02/27/2026		91.46
UMB - PCARD	Safety Equip & Supplies	02/27/2026	02/27/2026		302.85
UMB - PCARD	Uniforms/Clothing	02/27/2026	02/27/2026		27.60
UMB - PCARD	Uniforms/Clothing-Credit	02/27/2026	02/27/2026		-19.50
UMB - PCARD	Uniforms/Clothing-Credit	02/27/2026	02/27/2026		-6.50
UMB - PCARD	Minor Equip: Tools, Elect.	02/27/2026	02/27/2026		30.49
UMB - PCARD	Minor Equip: Tool, Elect.	02/27/2026	02/27/2026		157.01

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
UMB - PCARD	Minor Equip: Tool, Elect.	02/27/2026	02/27/2026		103.76
UMB - PCARD	Minor Equip: Tool, Elect.	02/27/2026	02/27/2026		69.92
UMB - PCARD	Minor Equip/Tools, Elect	02/27/2026	02/27/2026		77.56
UMB - PCARD	Minor Equip: Tool, Elect.	02/27/2026	02/27/2026		51.36
UMB - PCARD	Vehicle & Equip: Repair/Maint.	02/27/2026	02/27/2026		344.70
UMB - PCARD	Cleaning Chemicals	02/27/2026	02/27/2026		53.54
UMB - PCARD	Professional Dues & Members...	02/27/2026	02/27/2026		12.50
UMB - PCARD	Office Equip, Supplies & Clean..	02/27/2026	02/27/2026		40.80
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Office Equipment-Credit	02/27/2026	02/27/2026		-62.50
UMB - PCARD	Office Equipment	02/27/2026	02/27/2026		186.98
UMB - PCARD	Office Equip, Supplies & Clean..	02/27/2026	02/27/2026		40.70
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.62
UMB - PCARD	Office Equipment	02/27/2026	02/27/2026		1,037.33
UMB - PCARD	Office Equipment- Credit	02/27/2026	02/27/2026		-72.38
UMB - PCARD	Office Equip, Supplies & Clean..	02/27/2026	02/27/2026		40.80
UMB - PCARD	Cleaning Supplies	02/27/2026	02/27/2026		13.49
UMB - PCARD	Cleaning Supplies	02/27/2026	02/27/2026		38.76
UMB - PCARD	Office Supplies, Furn., Equip. &..	02/27/2026	02/27/2026		35.76
UMB - PCARD	Uniforms/Clothing	02/27/2026	02/27/2026		27.60
UMB - PCARD	Uniforms/Clothing-Credit	02/27/2026	02/27/2026		-6.50
UMB - PCARD	Uniforms/Clothing-Credit	02/27/2026	02/27/2026		-19.50
UMB - PCARD	Minor Equip/Tools, Elect	02/27/2026	02/27/2026		77.53
UMB - PCARD	Minor Equip: Tools, Elect.	02/27/2026	02/27/2026		30.49
UMB - PCARD	Minor Equip: Tool, Elect.	02/27/2026	02/27/2026		274.24
UMB - PCARD	Vehicle & Equip: Repair/Maint.	02/27/2026	02/27/2026		344.70
UMB - PCARD	Cleaning Chemicals	02/27/2026	02/27/2026		53.54
UMB - PCARD	Professional Dues & Members...	02/27/2026	02/27/2026		12.50
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Office Equip, Supplies & Clean..	02/27/2026	02/27/2026		40.80
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Office Equipment	02/27/2026	02/27/2026		1,037.34
UMB - PCARD	Office Equipment	02/27/2026	02/27/2026		186.97
UMB - PCARD	Office Equip, Supplies & Clean..	02/27/2026	02/27/2026		40.80
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Office Equipment-Credit	02/27/2026	02/27/2026		-62.50
UMB - PCARD	Office Equipment- Credit	02/27/2026	02/27/2026		-72.37
UMB - PCARD	Cleaning Supplies	02/27/2026	02/27/2026		13.49
UMB - PCARD	Office Sup, Furn, Equip & Clean	02/27/2026	02/27/2026		35.76
UMB - PCARD	Cleaning Supplies	02/27/2026	02/27/2026		38.76
UMB - PCARD	Office Equip, Supplies & Clean..	02/27/2026	02/27/2026		40.80
UMB - PCARD	Uniforms/Clothing	02/27/2026	02/27/2026		27.60
UMB - PCARD	Uniforms/Clothing-Credit	02/27/2026	02/27/2026		-6.50
UMB - PCARD	Uniforms/Clothing-Credit	02/27/2026	02/27/2026		-19.50
UMB - PCARD	Minor Equip/Tools, Elect	02/27/2026	02/27/2026		77.56
UMB - PCARD	Minor Equip: Tools, Elect.	02/27/2026	02/27/2026		30.49
UMB - PCARD	Vehicle & Equip: Repair/Maint.	02/27/2026	02/27/2026		344.67
Vendor DBA 2839 - UMB - PCARD Total:					18,479.45

Vendor DBA: 0177 -

USA BLUE BOOK-HD SUPPLY I...	WATER TESTING SUPPLIES	03/04/2026	03/06/2026		620.55
Vendor DBA 0177 - USA BLUE BOOK-HD SUPPLY INC Total:					620.55

Vendor DBA: 2286 -

UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	03/03/2026	03/06/2026		5,090.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	03/04/2026	03/06/2026		8,880.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	03/04/2026	03/06/2026		7,225.00
Vendor DBA 2286 - UTILITY MAINTENANCE CONTRACTOR Total:					21,195.00

Vendor DBA: 0989 -

VERIZON	CELL PHONE SERVICE	03/05/2026	03/02/2026		299.39
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AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
VERIZON	CELL PHONE SERVICE	03/05/2026	03/02/2026		41.55
VERIZON	CELL PHONE SERVICE	03/05/2026	03/02/2026		720.20
VERIZON	CELL PHONE SERVICE	03/05/2026	03/02/2026		24.36
VERIZON	CELL PHONE SERVICE	03/05/2026	03/02/2026		24.36
VERIZON	CELL PHONE SERVICE	03/05/2026	03/02/2026		244.68
VERIZON	CELL PHONE SERVICE	03/05/2026	03/02/2026		135.96
VERIZON	CELL PHONE SERVICE	03/05/2026	03/02/2026		209.79
VERIZON	CELL PHONE SERVICE	03/05/2026	03/02/2026		135.97
Vendor DBA 0989 - VERIZON Total:					1,836.26
Vendor DBA: 3051 - VESTIS SERVICES, LLC.					
VESTIS SERVICES, LLC.	UNIFORMS	03/03/2026	03/06/2026		168.56
Vendor DBA 3051 - VESTIS SERVICES, LLC. Total:					168.56
Vendor DBA: 1076 -					
WICHITA STATE UNIVERSITY	KSGFOA MEMBERSHIP	03/04/2026	03/06/2026		100.00
Vendor DBA 1076 - WICHITA STATE UNIVERSITY Total:					100.00
Vendor DBA: 1849 - WRIGHT EXPRESS FSC					
WRIGHT EXPRESS FSC	FLEET FUEL	02/25/2026	02/27/2026		2,640.71
WRIGHT EXPRESS FSC	FLEET FUEL	02/25/2026	02/27/2026		61.70
WRIGHT EXPRESS FSC	FLEET FUEL	02/25/2026	02/27/2026		94.94
WRIGHT EXPRESS FSC	FLEET FUEL	02/25/2026	02/27/2026		32.36
WRIGHT EXPRESS FSC	FLEET FUEL	02/25/2026	02/27/2026		487.56
WRIGHT EXPRESS FSC	FLEET FUEL	02/25/2026	02/27/2026		221.63
WRIGHT EXPRESS FSC	FLEET FUEL	02/25/2026	02/27/2026		153.20
Vendor DBA 1849 - WRIGHT EXPRESS FSC Total:					3,692.10
Grand Total:					961,860.03

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	136,148.11
200 - Special Street & Highway	11,602.33
320 - Capital Projects Fund 2	573,294.63
355 - Capital Improvement Reserve	7,295.84
520 - Water Utility	118,394.75
530 - Sewer Utility	115,117.76
540 - Solid Waste Utility	4.61
550 - Stormwater Utility	2.00
Grand Total:	961,860.03

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,567.33
100-000-000-2016	SOCIAL SECURITY PAYAB...	13,010.72
100-000-000-2018	MEDICARE PAYABLE	3,042.90
100-000-000-2020	STATE TAX PAYABLE	4,912.81
100-000-000-2022	KPERS 1 PAYABLE	848.31
100-000-000-2024	KPERS 2 PAYABLE	2,411.96
100-000-000-2026	KPERS 3 PAYABLE	6,699.86
100-000-000-2028	KP&F PAYABLE	13,584.82
100-000-000-2034	457 DEFERRED COMP P...	1,152.00
100-000-000-2036	AFLAC ACCIDENT PAYAB...	374.42
100-000-000-2056	DENTAL INS PAYABLE	2,445.15
100-000-000-2062	FSA HEALTH PAYABLE	479.37
100-000-000-2076	COURT REINST FIXED FEE...	85.26
100-000-000-2078	COURT REINST FEE PAY...	565.56
100-000-000-2080	COURT JUDICIAL DOCKET..	136.09
100-000-000-2082	COURT JUDICIAL EDUCAT..	60.64
100-000-000-2084	COURT KLETC FEE PAYAB...	1,362.50
100-000-000-2088	COURT SEAT BELT SAFET...	20.06
100-000-000-2090	COURT RESTITUTION PA...	34.80
100-000-000-2092	COURT STATE DUI FEE P...	49.47
100-100-110-6014	OFFICE SUPPLIES	54.96
100-100-110-7014	IT - MANAGED SERVICES	489.25
100-100-110-7016	SOFTWARE/HARDWARE...	138.00
100-100-110-7046	COMMUNICATION SERV...	299.39
100-100-110-7804	LEGAL SERVICES	25,081.25
100-100-130-6046	TRAINING/CONFERENCES	30.00
100-100-130-6100	CONSTRUCTION MATER...	1,408.55
100-100-130-7014	IT - MANAGED SERVICES	245.27
100-100-130-7030	ENGINEERING SERVICES	2,135.00
100-100-130-7032	ENGINEERING SERVICES -..	10,000.00
100-100-140-6046	TRAINING/CONFERENCES	100.00
100-100-140-6048	HOTEL & TRAVEL	290.96
100-100-140-7014	IT - MANAGED SERVICES	734.52
100-100-150-6010	COMMUNITY RELATION...	962.61
100-100-150-7014	IT - MANAGED SERVICES	734.51
100-100-160-6010	COMMUNITY RELATION...	197.99
100-100-160-6046	TRAINING/CONFERENCES	478.00
100-100-160-7014	IT - MANAGED SERVICES	489.25
100-100-160-7024	CONTRACTUAL SVCS	833.00
100-100-160-7046	COMMUNICATION SERV...	41.55
100-100-170-6008	PROFESSIONAL DUES/M...	565.47
100-100-170-6014	OFFICE SUPPLIES	91.74
100-100-170-6046	TRAINING/CONFERENCES	26.21
100-100-170-6048	HOTEL & TRAVEL	1.00
100-100-170-7014	IT - MANAGED SERVICES	489.25

Account Summary

Account Number	Account Name	Payment Amount
100-120-240-6014	OFFICE SUPPLIES	35.00
100-120-240-6016	OFFICE FURNITURE	200.08
100-120-240-7014	IT - MANAGED SERVICES	367.26
100-120-240-7026	COURT APPT ATTY/INVE...	1,296.00
100-120-240-7804	LEGAL SERVICES	1,703.98
100-120-250-6008	PROFESSIONAL DUES/M...	145.00
100-120-250-6014	OFFICE SUPPLIES	12.54
100-120-250-6020	IT - COMPUTERS AND E...	1,055.04
100-120-250-6028	PUBLICATIONS/PRINTING	482.22
100-120-250-6038	MERCHANDISE TSF OR D...	99.98
100-120-250-6040	UNIFORMS/CLOTHING	1,804.56
100-120-250-6046	TRAINING/CONFERENCES	552.86
100-120-250-6048	HOTEL & TRAVEL	248.98
100-120-250-6056	PETROLEUM PRODUCTS	2,640.71
100-120-250-6300	POLICE SUPPLIES	627.28
100-120-250-6604	VEHICLE/EQUIP SUPPLIE...	138.98
100-120-250-7014	IT - MANAGED SERVICES	3,919.16
100-120-250-7024	CONTRACTUAL SERVICES	174.89
100-120-250-7046	COMMUNICATION SERV...	720.20
100-130-330-7048	UTILITIES	297.14
100-130-350-6014	OFFICE SUPPLIES	72.28
100-130-350-6020	IT - COMPUTERS AND E...	625.00
100-130-350-6022	REC CONCESSIONS	246.36
100-130-350-6028	PUBLICATIONS/PRINTING	57.27
100-130-350-6046	TRAINING/CONFERENCES	1,730.00
100-130-350-6054	MINOR EQUIP: TOOLS,E...	22.91
100-130-350-6056	PETROLEUM PRODUCTS	61.70
100-130-350-6100	CONSTRUCTION MATER...	35.00
100-130-350-6400	RECREATIONAL EQUIP/S...	251.92
100-130-350-6604	VEHICLE/EQUIP SUPPLIE...	33.48
100-130-350-7014	IT - MANAGED SERVICES	1,101.77
100-130-350-7036	INSTRUCTORS	919.00
100-130-350-7046	COMMUNICATION SERV...	24.36
100-130-350-7048	UTILITIES	964.38
100-130-360-7014	IT - MANAGED SERVICES	245.26
100-150-510-6004	CHEMICALS	58.53
100-150-510-6008	PROFESSIONAL DUES/M...	12.50
100-150-510-6014	OFFICE SUPPLIES	76.56
100-150-510-6016	OFFICE FURNITURE	35.76
100-150-510-6018	OFFICE EQUIPMENT	76.56
100-150-510-6034	CLEANING SUPPLIES	178.05
100-150-510-6040	UNIFORMS/CLOTHING	1.60
100-150-510-6054	MINOR EQUIP: TOOLS,E...	1,025.47
100-150-510-6100	CONSTRUCTION MATER...	617.61
100-150-510-6104	SIGNS, MATERIAL/SUPPL...	34.14
100-150-510-6604	VEHICLE/EQUIP SUPPLIE...	252.11
100-150-510-7014	IT - MANAGED SERVICES	245.27
100-150-510-7024	CONTRACTUAL SERVICES	13.82
100-150-510-7046	COMMUNICATION SERV...	24.36
100-150-510-7048	UTILITIES	227.94
100-150-510-7604	VEH & EQUIP: REPAIR/...	1,647.73
100-160-610-6056	PETROLEUM PRODUCTS	94.94
100-160-610-7014	IT - MANAGED SERVICES	1,223.75
100-160-610-7046	COMMUNICATION SERV...	244.68
100-190-910-6014	OFFICE SUPPLIES	221.33
100-190-910-6016	OFFICE FURNITURE	189.00
100-190-910-6020	IT - COMPUTERS AND E...	625.00
100-190-910-6056	PETROLEUM PRODUCTS	32.36

Account Summary

Account Number	Account Name	Payment Amount
100-190-910-7024	CONTRACTUAL SVCS	260.67
100-190-910-7046	COMMUNICATION SERV...	170.00
100-190-910-7048	UTILITIES	884.06
200-000-000-2014	FEDERAL TAX PAYABLE	208.02
200-000-000-2016	SOCIAL SECURITY PAYAB...	367.56
200-000-000-2018	MEDICARE PAYABLE	85.96
200-000-000-2020	STATE TAX PAYABLE	121.34
200-000-000-2022	KPERS 1 PAYABLE	453.51
200-210-200-6004	CHEMICALS	58.52
200-210-200-6008	PROFESSIONAL DUES/M...	12.50
200-210-200-6014	OFFICE SUPPLIES	76.56
200-210-200-6016	OFFICE FURNITURE	35.76
200-210-200-6018	OFFICE EQUIPMENT	76.56
200-210-200-6034	CLEANING SUPPLIES	79.56
200-210-200-6036	SAFETY EQUIP & SUPPLI...	394.31
200-210-200-6040	UNIFORMS/CLOTHING	1.60
200-210-200-6054	MINOR EQUIP: TOOLS,E...	498.10
200-210-200-6056	PETROLEUM PRODUCTS	487.56
200-210-200-7014	IT - MANAGED SERVICES	245.27
200-210-200-7024	CONTRACTUAL SERVICES	13.81
200-210-200-7046	COMMUNICATION SERV...	135.96
200-210-200-7048	UTILITIES	227.94
200-210-200-7604	VEH & EQUIP: REPAIR/...	1,647.73
200-210-200-8014	STREET IMPROVEMENTS	6,374.20
320-320-320-8830	DESIGN - WATER	306.88
320-320-320-8831	DESIGN - SEWER	306.88
320-320-320-8832	DESIGN - PAVING	306.88
320-320-320-8833	DESIGN - DRAINAGE	306.86
320-320-320-8862	INSPECTION - PAVING	17,142.77
320-320-320-8863	INSPECTION - DRAINAGE	13,148.50
320-320-320-8882	CONSTRUCTION - PAVING	537,510.60
320-320-320-8893	EQUIPMENT AND FURNI...	4,265.26
355-355-355-8014	STREET IMPROVEMENTS	6,495.84
355-355-355-8024	SIDEWALK PROJECTS	800.00
520-000-000-2014	FEDERAL TAX PAYABLE	1,285.17
520-000-000-2016	SOCIAL SECURITY PAYAB...	2,011.82
520-000-000-2018	MEDICARE PAYABLE	470.52
520-000-000-2020	STATE TAX PAYABLE	797.91
520-000-000-2022	KPERS 1 PAYABLE	776.19
520-000-000-2024	KPERS 2 PAYABLE	326.25
520-000-000-2026	KPERS 3 PAYABLE	1,579.01
520-000-000-2056	DENTAL INS PAYABLE	260.97
520-210-520-2008	WAT PROTECTION FEE P...	0.11
520-210-520-4615	WATER BASE CHARGE	36.29
520-210-520-4616	WATER SALES COLLECTED	15.86
520-210-520-6004	CHEMICALS	58.54
520-210-520-6008	PROFESSIONAL DUES/M...	12.50
520-210-520-6014	OFFICE SUPPLIES	76.56
520-210-520-6016	OFFICE FURNITURE	35.76
520-210-520-6018	OFFICE EQUIPMENT	1,165.75
520-210-520-6020	IT - COMPUTERS AND E...	625.00
520-210-520-6026	POSTAGE	76.28
520-210-520-6028	PUBLICATIONS/PRINTING	122.90
520-210-520-6034	CLEANING SUPPLIES	128.81
520-210-520-6040	UNIFORMS/CLOTHING	1.60
520-210-520-6054	MINOR EQUIP: TOOLS,E...	390.26
520-210-520-6056	PETROLEUM PRODUCTS	221.63
520-210-520-6802	WATER SYSTEM MAINT/...	620.55

Account Summary

Account Number	Account Name	Payment Amount
520-210-520-7014	IT - MANAGED SERVICES	1,223.76
520-210-520-7024	CONTRACTUAL SERVICES	21,208.81
520-210-520-7046	COMMUNICATION SERV...	209.79
520-210-520-7048	UTILITIES	459.95
520-210-520-7058	WATER PURCHASED	3,172.49
520-210-520-7060	WATER TREATMENT OP...	3,000.00
520-210-520-7062	WATER DEBT SERVICE - ...	76,375.99
520-210-520-7604	VEH & EQUIP: REPAIR/...	1,647.72
530-000-000-2014	FEDERAL TAX PAYABLE	604.25
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,119.44
530-000-000-2018	MEDICARE PAYABLE	261.80
530-000-000-2020	STATE TAX PAYABLE	392.20
530-000-000-2022	KPERS 1 PAYABLE	373.74
530-000-000-2026	KPERS 3 PAYABLE	1,216.74
530-000-000-2036	AFLAC ACCIDENT PAYAB...	131.04
530-000-000-2056	DENTAL INS PAYABLE	345.11
530-000-000-2062	FSA HEALTH PAYABLE	653.37
530-210-530-4633	SEWER BASE CHARGE	41.65
530-210-530-4634	SEWER CHARGES COLLE...	25.64
530-210-530-6004	CHEMICALS	58.54
530-210-530-6008	PROFESSIONAL DUES/M...	12.50
530-210-530-6014	OFFICE SUPPLIES	76.56
530-210-530-6016	OFFICE FURNITURE	35.76
530-210-530-6018	OFFICE EQUIPMENT	1,166.00
530-210-530-6020	IT - COMPUTERS AND E...	625.00
530-210-530-6028	PUBLICATIONS	122.89
530-210-530-6034	CLEANING SUPPLIES	128.81
530-210-530-6040	UNIFORMS/CLOTHING	170.16
530-210-530-6054	MINOR EQUIP: TOOLS,E...	116.04
530-210-530-6056	PETROLEUM PRODUCTS	153.20
530-210-530-7014	IT - MANAGED SERVICES	1,223.76
530-210-530-7024	CONTRACTUAL SERVICES	13.81
530-210-530-7046	COMMUNICATION SERV...	135.97
530-210-530-7048	UTILITIES	227.93
530-210-530-7052	SEWER TREATMENT OP...	2,820.00
530-210-530-7054	SEWER DEBT SERVICE - ...	100,000.00
530-210-530-7604	VEH & EQUIP: REPAIR/...	383.85
530-210-530-7800	ENGINEERING SERVICES	2,482.00
540-540-540-4627	RECYCLE ADMIN FEE	1.00
540-540-540-4628	RECYCLE FEES COLLECTED	3.61
550-550-550-4630	RESIDENTIAL STORMWA...	2.00
	Grand Total:	961,860.03

Project Account Summary

Project Account Key	Payment Amount
None	375,695.36
005-8862	13,148.50
005-8863	13,148.50
005-8882	537,510.60
006-8862	452.75
007-8862	3,541.52
013-8830	306.88
013-8831	306.88
013-8832	306.88
013-8833	306.86
021-8832	6,495.84
029-8893	4,265.26
031-8014	6,374.20

Project Account Summary

Project Account Key
031-8014

Payment Amount

Grand Total:

961,860.03



City of Bel Aire, KS

Section VI, Item A.

Payroll Check Register Report Summary

Pay Period: 2/7/2026-2/20/2026

Packet: PYPKT00269 - PY 2.7.26-2.20-26: PAID 2.26.26
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	78	97,645.96
Total	78	97,645.96

Approved 03/11/2026

AP ORD 26-05 total Expenses: \$1,059,505.99
Special Assessment Project Costs: \$575,525.21

Barry Smith



DATE: March 12, 2026
TO: Ted Henry, City Manger
FROM: Bel Aire City Council
SUBJECT: Waltons IRB

Summary

The City has issued its Taxable Industrial Revenue Bonds, Series 2025B for the new Waltons facility in the City. In connection with other financing related to the facility, the Small Business Administration and an affiliated lender will take a mortgage on the facility property, and require that the mortgage and related security be superior to the obligations represented by the Industrial Revenue Bonds. To accomplish this superior lien status, the City must agree to subordinate its interests in the bond documents and facility. In this instance, because the Waltons company purchased and is the holder of the Industrial Revenue Bonds, granting such subordination does not practically impact the lien status of the City and its bonds and bond documents, as the Waltons company owes a lease payment to the City and the City owes a bond payment back to the Waltons company in the same amount, meaning the bonds and bond documents secure Waltons payments to itself.

Kevin Cowan will be at the meeting to provide more explanation and answer questions.

GILMORE & BELL, P.C.
03/10/2026

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MARCH 17, 2026**

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 of the governing body 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 a Resolution entitled:

A RESOLUTION AUTHORIZING THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS TO CONSENT TO THE SUBORDINATION OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2025B (WALTONS 53RD HOLDINGS LLC), TO A MORTGAGE; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF ANY OTHER DOCUMENTS TO EFFECT THE ACTIONS AUTHORIZED IN THIS RESOLUTION.

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

Aye: _____

Nay: _____

Thereupon, the Mayor declared said resolution duly adopted and the resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the City Clerk.

(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 such proceedings are on file in my office.

[SEAL]

City Clerk

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS TO CONSENT TO THE SUBORDINATION OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2025B (WALTONS 53RD HOLDINGS LLC), TO A MORTGAGE; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF ANY OTHER DOCUMENTS TO EFFECT THE ACTIONS AUTHORIZED IN THIS RESOLUTION.

WHEREAS, the governing body of the City of Bel Aire, Kansas (the "Issuer") has previously issued its Taxable Industrial Revenue Bonds, Series 2025B (Waltons 53rd Holdings LLC) (the "Bonds") and has entered into a Lease dated as of December 18, 2025 (the "Lease") with Waltons 53rd Holdings LLC, a Kansas limited liability company (the "Tenant"), in connection with the issuance of the Bonds and to provide funds for the acquisition, construction and equipping of a meat processing supply and equipment commercial facility located in the City of Bel Aire, Kansas (the "Project"); and

WHEREAS, to prescribe the terms and provisions of the Bonds, the Issuer and Security Bank of Kansas City, as trustee (the "Trustee"), entered into a Trust Indenture dated as of December 18, 2025 (the "Indenture"); and

WHEREAS, the Tenant owns all of the outstanding Bonds and has requested that the Issuer and Trustee subordinate its interests in the Bonds to a Mortgage to Frontier Financial Partners, Inc. (the "Lender"); and

WHEREAS, the Lender will be secured by, among other things, a Mortgage and an Assignment of Rents and Leases, each dated March 3, 2026, given by the Tenant to the Lender, covering the real property and improvements thereon comprising the Project, and covering all of the Tenant's right, title and interest in and to all leases of the Project, together with all the rents arising from the Tenant's interest in the Project; and

WHEREAS, the Issuer desires to consent to the execution of all documents relating to the purposes set forth herein.

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

Section 1. The Issuer hereby consents to the Consent and Subordination Agreement between the Lender, the Trustee, the Tenant and the Issuer, in substantially the form presented to the governing body this date. The Issuer's consent is effective immediately upon adoption of this resolution. Notwithstanding such consent, the Issuer expressly reserves to itself and its assignees all rights and privileges accruing to it under the terms of the Lease, the Indenture, and all documents related thereto.

Section 2. The Mayor and the City Clerk are hereby authorized and directed to execute for and on behalf of, and as the act and deed of the Issuer, the Consent and Subordination Agreement and any other documents necessary to effect the actions authorized in this Resolution, all substantially as described herein in forms prepared and approved by the Issuer's bond counsel, Gilmore & Bell, P.C.

Section 3. This resolution shall take effect and be in full force immediately after its adoption by the governing body of the Issuer and signature by the Mayor.

SIGNED by the Mayor and attested by the City Clerk of the City of Bel Aire, Kansas this 17th day of March, 2026.

Mayor

[SEAL]

ATTEST:

City Clerk



DATE: March 10, 2026
TO: Ted Henry, City Manger
FROM: Bel Aire City Council
SUBJECT: WAMPO Grant Multi-Use Path Project – Design Direction

Summary

The City of Bel Aire was awarded a grant through the Wichita Area Metropolitan Planning Organization (WAMPO) Transportation Alternatives Program to assist with the development of a multi-use path system within the community. The originally proposed Phase 1 alignment generally followed the concept identified in the 2019 City’s Bicycle and Pedestrian Plan. The total estimated project cost is \$1,000,000, with \$700,000 covered by grant funds.

Following community outreach and a public workshop held on February 17, 2026, staff received a significant amount of public feedback regarding the Phase 1 alignment. While many residents expressed general support for expanding bicycle and pedestrian connectivity throughout the City, concerns were raised about the proposed path location behind residential properties, including issues related to privacy, access to backyards, property impacts, and potential maintenance concerns.

Residents also suggested that future pathways should prioritize connections along arterial streets and between major community destinations such as parks, schools, and the Recreation Center.

Based on this feedback, staff developed an alternative concept that would provide connectivity while reducing potential impacts to adjacent residential properties. Regardless of which alignment is ultimately pursued, the next step in the process would require preparation of a concept design to determine feasibility, costs, right-of-way needs, and compliance with WAMPO grant requirements.

The City Council may provide direction to proceed with concept design for the original Phase 1 alignment, the alternate alignment, or choose not to move forward with the project at this time.

Motion to direct staff to proceed with preparation of a concept design for Multi-use path design.

Option 1 – Proceed with Original Phase 1 Alignment

Motion to direct staff to proceed with preparation of a concept design for the original Phase 1 multi-use path alignment as identified in the City’s Bicycle and Pedestrian Plan.

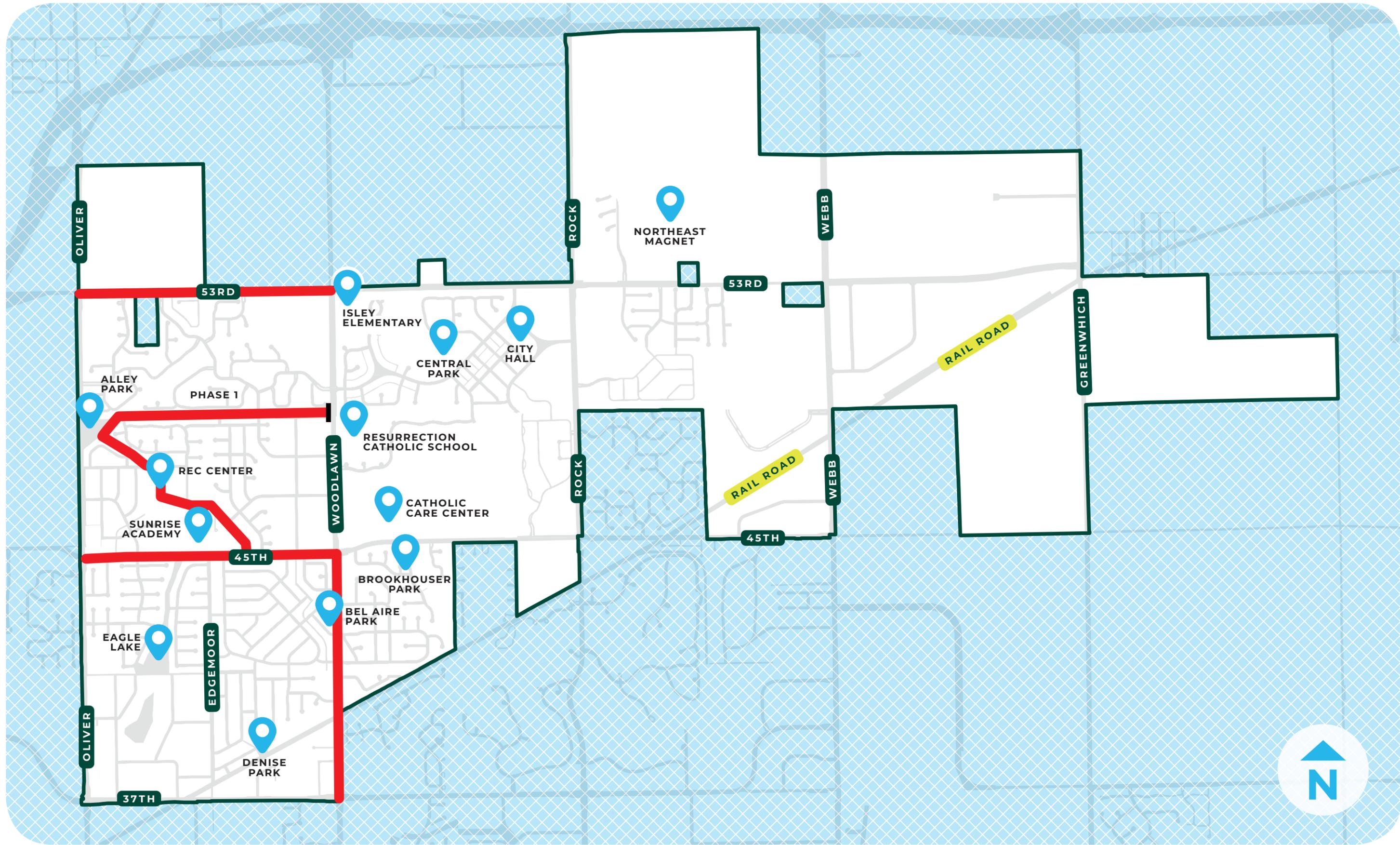
Option 2 – Proceed with Alternate Alignment

Motion to direct staff to proceed with preparation of a concept design for the alternate multi-use path alignment and to coordinate with WAMPO to confirm eligibility of the revised alignment under the existing grant award.

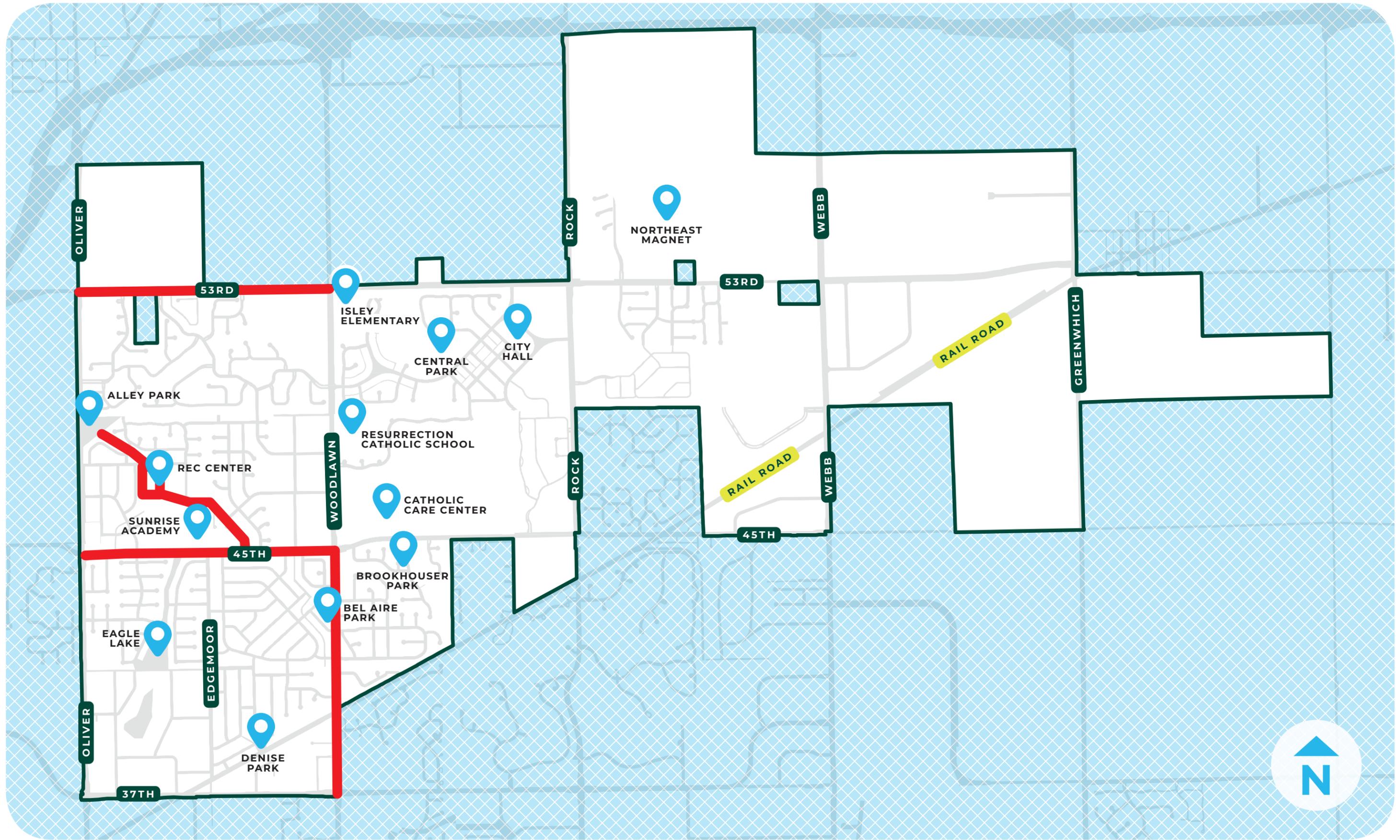
Option 3 – Do Not Proceed with the Project

Motion to take no action on the proposed multi-use path project at this time.

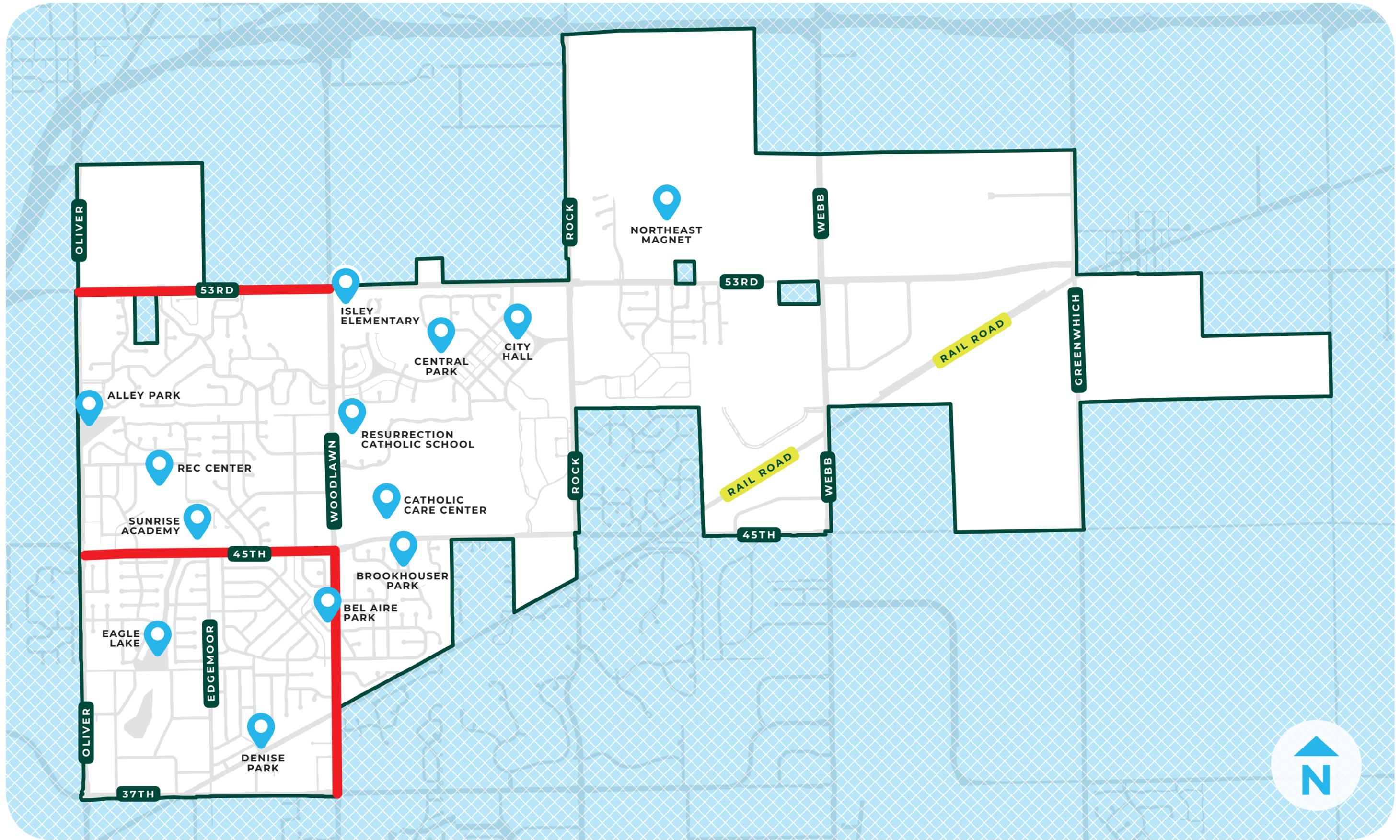
Option 1: Original Phase 1 Alignment



Option 2: Alternate Alignment



Option 3: Do Not Proceed with the Project





MULTI- USE PATH WORKSHOP REPORT

7651 E. Central Park Ave, Bel Aire, KS
February 17, 2026, 5:30 PM



1. Do you support bike/ped paths in the city- why or why not?

- a. Positive support with multiple hands in the room acknowledging support of multi-use paths in general in the city.
- b. Long time resident, big exerciser, supportive of paths (in general)

2. Would you like to see the city connected with bike/ped paths- why or why not?

- a. Positive support with multiple confirmations in the room acknowledging support to connect the city with bicycle/pedestrian paths.
- b. Resident stated that they have used the Phase 1 area as a path since 1992 and didn't see a problem in that area.

3. What do you like about the proposed plan? (Phase 1 option from 2019 Bicycle/Pedestrian Plan that extends a path from 45th to the Recreation Center to Alley Park east to Woodlawn)

- a. Resident statements were related to wanting bike/ped paths in general

4. What are your concerns about the proposed plan? (Phase 1 option from 2019 Bicycle/Pedestrian Plan that extends a path from 45th to the Recreation Center to Alley Park east to Woodlawn)

- a. Don't like Alley Park to Woodlawn path. The path would be along backyards, and there are concerns about privacy, noise, and strangers being behind or close to their homes.
- b. Several residents stated that when they bought their property they were under the assumption that the area behind their homes would not be used for anything. Resident stated this was true for the Phase 2 and Phase 3 between Woodlawn to Rock Road.
- c. Concerns were expressed about the area where Phase 1 would be developed was private property and there was concerns about privacy at backyards.
- d. Long time resident concerned about losing the hedgerow and the ability to access shop buildings on his property if path was put in.
- e. Cost to bring concrete in for the path would be very expensive and would require access to backyards.

- f. Resident between Woodlawn and Oliver stated that their private property extends hedgerow and they want to keep the hedgerow in place for privacy. Resident was told not to put anything in the right of way, as it would impede the pipeline.
- g. The Phase 1 path locations would be redundant due to existing sidewalks in the area.
- h. Resident expressed concerns about Phase 3 related to the need for property owners to install screening in the backyard and that additional cost they would be responsible for. Shared that he has a swimming pool that would require screening to protect his property. They currently leave the gate unlocked to let utilities access yard and was concerned about others using the path.
- i. The path area has drainage concerns that need to be addressed and there is a need for spillway access.
- j. Safety issues related to path being on north side of 45th street. With the increased development and access driveways along 45th off of Woodlawn there may not be enough room for a pathway. Recommended the path being built on south side of 45th.
- k. Concern about using tax dollars to acquire private property to develop path.
- l. Resident believes pipeline easement is exclusively private property owned by the homeowners along the Phase 1 area. Inquired who owns the gas easement, who the City has talked to at the pipeline and how the pipeline will access this area with a path.
- m. Resident was concerned about the maintenance of the path, specifically removing snow because maintenance had not been done on the last path installed.

5. *What do you like about the alternate plan? (Alternate 1- path from 45th to Recreation Center to Alley Park- potential for path to “loop around” the recreation center and around the pond at Alley Park)*

- a. Resident stated that Phase 1 is a good start to expand the path system especially with the 45th and 53rd street pathways that will be built. Avid user of paths across the metropolitan area and wants to advocate for this path.
- b. The Phase 1 path may be concerning to develop in homeowner’s backyards. Views the Phase 1, 2 and 3 area similar to the Redbud Trail efforts. Red Bud Trail has numerous homes along the trail and is a very successful path. Likes the idea of having the path span across Phase 1, 2 and 3 and feels it could be a natural quiet section similar to how the Redbud Trail feels.
- c. Additional comment about how the Redbud Trail areas have trees and bushes that screen homes along the trail.
- d. Resident shared that the difference between the Redbud Trail and the current project is that the Redbud Trail was developed under the “Rails to Trails” project, this project is not that. Resident felt the rail trails were more conducive for trails that what is being proposed.
- e. Resident confirmed that they enjoy beautiful bike paths but was concerned about trees being removed behind her home.
- f. Resident shared that in Bel Aire Heights the original developer established a covenant the would protect the trees in the neighborhood.
- g. Resident stated they like the idea of the gas line easement area being a path because they do not like riding in the road. Stated that there is a sidewalk along Eagle Lake, and he doesn’t see crimes in that area because of sidewalks. Felt the concern about loss of privacy and security is “overblown”.
- h. In favor of pathways and read that realtors have stated that pathways in communities increase property values (several residents laughed in disagreement with this statement)

6. **What are your concerns about the alternate plan?** (Alternate 1- path from 45th to Recreation Center to Alley Park- potential for path to “loop around” the recreation center and around the pond at Alley Park)

- a. Resident thought Alternate was a good start to connecting existing and future pathways.
- b. Resident felt there is not a need for a path to Alley Park because there are current neighborhood roads and sidewalks.
- c. Concerned about using money to develop pathways.
- d. Residents want the hedgerow to remain.

7. **Is there Any other feedback you would like to provide that hasn't already been discussed?**

- a. Concerns about safety on Rock Road. Resident has seen people jogging, kids walking from school and there is no sidewalk or path.

Facebook Comment (Andrew Betzen)

“There was a good turnout at this event this evening. A couple points that I *hope* made it into the meeting minutes, but just in case, here they are:

1. The city and involved engineers really shouldn't be prioritizing a bike path that runs right behind houses that have a residential street right in front of them. There are plenty of neighborhoods that aren't connected to the city center or rec center by bike other than by major roads. Our kids shouldn't have to walk or bike on 40+ mph streets to get to the rec center - that's where the bike paths need to go, not alongside low-traffic, 20mph residential streets. Along Woodlawn, Rock, 45th, etc. should be the priority.
2. Any proposed paths really need to be communicated better, especially if the city is going to go for eminent domain and pay peanuts for a slice of people's backyards. The original plan wasn't communicated well, and I'm worried those folks impacted by the new plan probably don't know and would sure like to.

Input/Considerations

1. If pathway “loops around” the pond at Alley Park- Does it lose the charm of the pond?
2. Is there a preference for surfacing around the pond- should it be cement, asphalt, gravel, rock?
 - a. Resident liked the idea of an “all weather” path around pond to be able to walk and not worry about mud.
 - b. Resident stated that gravel and rock would be difficult to walk and bike on- needed to be cement or asphalt.

Project Suggestions

1. Many residents encouraged the city to focus on the arterial roads first and not necessarily the interior (neighborhood roads) because these areas are already easy to navigate.
2. Would like to connect with other cities bike paths – should focus on connecting north and south.
3. Path be developed on the south side of 45th for safety reasons vs. the north side where development creates several driveways and entry points.
4. Stripe existing crosswalks.
5. Conduct a study to look at existing sidewalks, and identify the gaps so determine pathways/sidewalk projects.
6. Conduct additional engagement sessions on this topic to provide additional opportunities to share ideas.
7. Identify street crossings at 45th, and to Sunrise, and to Rec Center- areas should be evaluated to improve safety.
8. Should consider developments and neighborhoods that are not connected to assets or arterial streets first. Consider areas that need to be connected to parks and the recreation center.
9. City should focus on Rock Rd (north/south), instead of east/west along Bel Aire. Rock Rd connection would connect to Wichita and provide safety. Rock Road currently has no sidewalks or pathways.

Questions/Requests/Statements

1. Requests to receive maps to show projects that are currently being built.
2. Pipeline questions:
 - a. Who owns the pipeline easement?
 - b. Who has the City has talked to at the pipeline about this project?
 - c. How will the pipeline access this area with a path installed?
3. Has City done a study to connect sidewalks and existing paths to identify where are there are gaps? (suggestion to identify current sidewalks/paths above)
4. Who will maintain the pathways? (snow removal, etc.)
5. Statement: “more people would be supportive of paths if they were not in back yards but developed on arterial streets.”
6. What is cost of Phase 1?
7. What is the cost of Alternate 1?
8. What are the costs of the pathway projects on 53rd and 45th ?
9. Detail of the Alternate 1 path and how it go through, across or around Alley Park?
10. Does Alternate 1 replace Phase 1 project?
11. Is the \$700K grant for Phase 1, 2 and 3?
12. When would a path be constructed?
13. What is the total cost for Phase 1, 2 and 3?
14. Can the \$700K grant be used for Alternate 1?
15. Where would funding for Phase 2 and Phase 3 come from?
16. Is the \$700K grant “use it or lose it”?
17. Does Phase 1 have a greater or lesser impact on property owners compared to Alternate 1?
18. Why can't the \$700K grant funds be used to address Woodlawn?
19. Who would mow the easement are if a path was developed?

STAFF COMMUNICATION

FOR MEETING OF	3/17/2026
CITY COUNCIL	
INFORMATION ONLY	

STAFF REPORT

DATE: 03/05/2026

TO: Bel Aire City Council

FROM: Paula Downs

RE: Sidewalk Replacement Program 2026

SUMMARY: Approval of City of Bel Aire Sidewalk Replacement Program- 2026

General Information:

K.S.A. 12-1808. Repairs by owner or city; notice; special assessments; payment from general fund or general improvement fund, when. It shall be the duty of the owner of the abutting property to keep the sidewalk in repair.....; and in cities of the first and second class the city engineer, or city clerk, may, after giving five days' notice to the owner or his or her agent, if known, of the necessity therefor, and without notice if the lot or piece of land is unoccupied, make all necessary repairs at any time. Repairs may be made by force account or by contract and an account of the cost thereof shall be kept and reported to the governing body.

The city shall by ordinance levy a special assessment against the lot or piece of land abutting on the sidewalk so repaired for the cost of repairs, and if the abutting property owner does not pay the assessment within thirty days, upon the city clerk mailing to the owner or his or her agent, if known, a printed or written notice of the amount of such repairs, the full amount shall be certified by the city clerk to the county clerk to be put on the tax rolls for collection like other taxes. The temporary financing of repairs may be borne by the city out of the fund for maintaining streets or out of the general fund or general improvement fund...

City Code, Chapter 11, Article 3, Paragraph 25 & 26- Sidewalk Repair.

It shall be the duty of the owner of the abutting property to keep the sidewalk in repair. When it becomes known to the City Clerk or City Sidewalk Inspector, by personal observation or citizen complaint, that a sidewalk or a portion thereof, has been damaged or deteriorated to the extent it is unsafe or creates a nuisance, said City Clerk or City Sidewalk Inspector shall provide the abutting landowner written notice of the sidewalk defect. Said written notice shall apprise the abutting landowner of his duty to repair the sidewalk to the standards provided herein, and provide a reasonable time based upon current weather conditions, for said owner to make the necessary repairs and have said repairs inspected by the city. Said notice shall further inform the abutting landowner of the city's right to repair said sidewalk defects if said landowner fails to make the necessary repairs within the time provided.

If the abutting landowner fails to make the necessary sidewalk repairs within the time provided in said notice, the city shall make the necessary repairs with city staff or an outside contractor and bill the abutting landowner for all costs incurred in said repairs. Should said bill remain unpaid for thirty (30) days, the city may exercise all options available under the law to collect said bill including certifying said amount to the County Clerk to be collected as a tax assessment pursuant to K.S.A. 12-1808.

Sidewalk Replacement Program Data- 2025

The policy was updated in 2025 and promotes sidewalk improvements and repairs by assisting property owners with such projects. Homeowners are required to apply, and if they meet the application criteria, the grant program covers 100% of the replacement cost.

2025 Program:

- \$15,000 program budget
- 9 applications received and 7 applications awarded
- 5 properties completed requirements:
 - Total of \$10,764.88 reimbursed
 - Replaced 30 sidewalk panels
- 2 properties approved- status as of January 13, 2026:
 - 1 property does not want to move forward with work at the current time
 - 1 property wanted to move forward and will complete work
- Applications not awarded:
 - Property had damage on the driveway and not the sidewalk
 - Property was a “non-profit” HOA and not eligible, per application parameters to participate

Proposed Updates to the 2026 Program

During the administration of the 2025 program, staff determined that additional language should be added to the program for clarity and to assist in the approval of applications.

1. Work must be completed by October 1, 2026.
 - a. With program approval occurring earlier in the year October 1 deadline is appropriate to include.
 - b. October 1 deadline allows for end of year budget/project close-out.
2. The City will accept additional applications for consideration should there be funds available after final estimates are received.
 - a. This allows us to advertise the availability of the program should there be funds available due to receiving lower bids on work.
 - b. Allows staff to approve additional applications with available funds after the initial application timeframe.

- 3. At the time of application, the property owner must submit a scope of work estimate that includes:
 - a. Number of panels being replaced
 - b. Total square yards of concrete
 - c. Cost per square yard
 - d. All labor, materials, delivery fees, taxes and other fees associated with the work

Having estimates allows staff to know how many applications to approve and to determine if additional funds may be needed.

- 4. Estimate for work is limited to a per panel cost of \$500.
- 5. Work may be completed by a licensed contractor licensed in the City of Bel Aire or the property owner. Property owners are subject to completing the work per City code.
 - a. This statement follows the City’s process on permitting and licensing.
 - b. Homeowners are required to obtain a permit and pass all inspections.
- 6. Property owners that apply and are approved for the sidewalk reimbursement program are required to complete the work.
 - a. If an application is approved and the property owner does not move forward with the work, they will be responsible to complete the sidewalk replacement at their expense.
 - b. Should the sidewalk not be replaced prior to October 1, the property owner will be subject to receiving a Code Enforcement Violation.
 - c. If the violation is not corrected, the property owner will receive a citation to appear in municipal court.

Staff Recommendation:

The 2026 Sidewalk Replacement Program document includes all additions listed above. Staff recommends approval.

CITY OF BEL AIRE
SIDEWALK REIMBURSEMENT PROGRAM
Fiscal Year 2026

I. POLICY STATEMENT

The City of Bel Aire values pedestrian safety and walkability for its residents. K.S.A. 12-1808 of the Kansas Statutes mandate that property owners keep sidewalks in good repair. City Code- Chapter 11, Article 3, Paragraphs 25 and 26 (11.3.25 & 11.3.26) speak directly to sidewalk repair responsibilities. For this reason, the Bel Aire City Council believes there is a benefit to all citizens for sidewalks to be in good condition. Therefore, this policy promotes sidewalk improvements and repairs/replacements by assisting property owners with such projects.

II PURPOSE

The purpose of this policy is to assist property owners with replacing/repairing sidewalks in disrepair. This policy establishes guidelines and requirements for monetary assistance of costs associated with these activities.

Objectives include:

1. Promoting homeowners proactively replacing/repairing the dangerous and unsafe sidewalks along their property to reduce the risk of injury to pedestrians utilizing the sidewalk.
2. Enhance the neighborhood walkability.
3. Ensure surface conditions are safe for pedestrians and / or persons confined to wheelchairs.

Although this policy does not address petitions for new sidewalks, Bel Aire values walkability and encourages residents to petition the City to establish improvement districts addressing cost sharing of the installation of new sidewalks in areas where sidewalks have not existed to enhance pedestrian safety. Residents should contact City Hall about initiating the petition process.

III POLICY

The City Manager may award reimbursement to property owners which meet the following criteria:

Criteria for consideration of a sidewalk reimbursement:

1. The City of Bel Aire will reimburse property owners for one hundred percent (100%) of the cost of a city approved public sidewalk repair/replacement located in the public right of way along the street easement. This reimbursement is not intended to remove or transfer any property owner's statutory responsibility to maintain safe and navigable sidewalks and warn the public of dangerous conditions on or along an owner's section of sidewalk.
2. Applications must be received at City Hall by June 1, 2026, for consideration.
3. This policy applies only to projects undertaken within the 2026 calendar year.
4. Work must be completed by October 1, 2026.
5. The City will accept additional applications for consideration should funds be available after final estimates are received.
6. At the time of application, the property owner must submit a scope of work estimate that includes:
 - a. Number of panels being replaced
 - b. Total square yards of concrete
 - c. Cost per square yard
 - d. All labor, materials, delivery fees, taxes and other fees associated with the work
7. Estimate for work is limited to a per panel cost of \$500 including taxes, delivery fee and other fees associated with the work. Higher per panel costs may be approved by City staff when evaluating the application.
8. To receive reimbursement, the application must be approved prior to the public sidewalk work being replaced/repared. City staff will evaluate the sidewalk(s) at the time of receiving the application as part of the approval process.
9. Work may be completed by a licensed contractor licensed in the City of Bel Aire or the property owner. Property owners are subject to completing the work per City code.
10. A permit is required for sidewalk replacements/repairs and must be inspected and approved by the City building inspector.
11. Reimbursement will be awarded on a first-come basis. The City reserves the right to prioritize replacements/repairs based on need for replacement/repair and budgetary considerations.
12. Sidewalk replacement/repair must comply with Bel Aire city codes, and the size of the sidewalk must match abutting sidewalk panel sizes.

- 13. All degraded sections or the entire sidewalk must be included in the application.
- 14. Coloring must match a driveway or adjacent public sidewalks.
- 15. Minor sections of new sidewalks must link to existing sidewalks.
- 16. The City will pay for the installation of ADA approaches on corner lots and make those arrangements separately from the reimbursement program.
- 17. Reimbursement payment will be made on the regular payment schedule for the City.
- 18. The City of Bel Aire reserves the right to refuse reimbursement based on:
 - a. The condition of the sidewalk upon final inspection as determined by the City inspector.
 - b. Non-compliance with City Code and/or this policy through the replacement/repair process.
 - c. Depletion of funding for the program due to amount of applicants or available funds.
- 19. Property owners that apply and are approved for the sidewalk reimbursement program are required to complete the work.
 - a. If an application is approved and the property owner does not move forward with the work, they will be responsible to complete the sidewalk replacement at their expense.
 - b. Should the sidewalk not be replaced prior to October 1, the property owner will be subject to receiving a Code Enforcement Violation.
 - c. If the violation is not corrected, the property owner will receive a citation to appear in municipal court.

Sidewalk qualification guidelines:

- 1. Slab(s)with a 3/4" or more offset between slabs / joints.
- 2. Slab(s)with a severely cracked, spalding, or with pieces missing.
- 3. Slab(s)that is cracked with unstable or rocking sections.
- 4. Slab(s)that has a slope crossway of more than 1" in 12".
- 5. Slab(s)that has a horizontal separation due to cracking between adjacent panels of walk or more that 1" which is a bicycle tire or high heel hazard.
- 6. Slab(s)settlement that causes accumulation of water or ice.

Miscellaneous:

- 1. The owner of property abutting a sidewalk is responsible for all maintenance of said sidewalk and accountable for all City Code Enforcement notices, regardless of reimbursement approval. The applicant/owner is not relieved from any liability for future replacement, repair, maintenance or keeping sidewalk clear on the applicant's property.
- 2. Program only applies to public sidewalks.

3. Property owners are responsible for all costs associated with sprinkler repair, driveway repair/replacement or retaining wall repairs.
4. If a tree root caused the sidewalk to heave, the property owner must contract to have the tree removed prior to sidewalk repair. Said removal of the tree and stump will be at the property owner's expense.
5. Sidewalks that lead to a house are not eligible.
6. Non-profit or taxing entities are not eligible for this program.
7. Contractors performing the replacement/repair are required to be licensed in Bel Aire. Only work done by a licensed contractor is eligible for reimbursement.

Adopted this _____ day of _____, 2026, by the Bel Aire City Council.

Jim Benage, Mayor

Melissa Krehbiel, City Clerk



CITY OF BEL AIRE
Application for Sidewalk Reimbursement Program
for Fiscal Year 2026
in the city limits of Bel Aire, Kansas

The Governing Body of the City of Bel Aire approved a Sidewalk Reimbursement Program for fiscal year 2026. The program allows for a 100% reimbursement per landowner for the replacement or repair of sidewalks. Applications must be received at City Hall by June 1, 2026 for consideration. Criteria for consideration are outlined in the adopted policy. Application approval must be received before work is completed.

Name of Property Owner: _____ Phone: _____

Address of Property Owner: _____

City: _____ State: _____ Zip: _____

Property is located at: _____ Size of tract: _____

Lot: _____ Block: _____ Addition: _____

I request the grant for following reasons: _____

Estimated Cost of Project: _____

I (we) understand this application will be considered on a first come basis. However, the City reserves the right to prioritize some replacements/repairs based on severity and need. The total amount of funds available for this program is \$15,000.00 for fiscal year 2026.

Signature of Owner _____ Date _____

OFFICE USE ONLY

This application was received on: _____ and found to be complete.

City Representative _____ Title _____

(Published at www.belaireks.gov on March, _____, 2026.)

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RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE CITY OF BEL AIRE SIDEWALK REIMBURSEMENT PROGRAM FOR FISCAL YEAR 2026 AND ADOPTING PROGRAM POLICY DOCUMENTS.

WHEREAS, the City of Bel Aire, Kansas (hereinafter the “City”) recognizes that the maintenance of sidewalks within the City is necessary to protect the safety and welfare of its residents and visitors. Well-maintained sidewalks also promote public health by providing a designated space for walking and improving accessibility for people with disabilities; and

WHEREAS, City recognizes the potential financial burden that may be placed on owners and occupants needing to repair or replace sidewalks. The governing body supports an effective partnership with its citizens to share the burden of sidewalk maintenance and repair; and

WHEREAS, City desires to adopt a formal resolution that establishes the City of Bel Aire Sidewalk Reimbursement Program (hereinafter the “Program”) and adopt program policy documents.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS, AS FOLLOWS:

Section 1. Establishment of Program and Adoption of Program Policy Documents. The City hereby establishes the Program and adopts by reference and incorporated herein attached Exhibit “A” entitled “City of Bel Aire Sidewalk Reimbursement Program Policy for Fiscal Year 2026” and Exhibit “B” entitled “City of Bel Aire Application for Sidewalk Reimbursement Program for Fiscal Year 2026 in the city limits of Bel Aire, Kansas.”

Section 2. Funds. The City hereby approves \$15,000 in funds to be used by the Program for fiscal year 2026. Once the funds in the Program have been exhausted, no further applications will be approved and the Program will end. It is at the discretion of the City to continue to fund the Program prior to or after the exhaustion of the originally approved funds. The City may amend or discontinue the Program at any time regardless of any available funds.

Section 3. Execution. The City Manager or designee is authorized to take all necessary actions to execute the Program.

Section 4. Effective Date. This resolution shall be in full force and effect from and after its adoption by the Governing Body of the City of Bel Aire.

38 Section 5. Publication. The City Clerk shall cause this resolution, as soon as practicable
39 after it has been adopted and signed, to be published on the City’s website as the designated official
40 city newspaper.

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42 [Remainder of this page intentionally left blank]

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66 ADOPTED by the Governing Body of the City of Bel Aire, Kansas on the 17th day of March, 2026.

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69 SIGNED by the Mayor on the _____ day of March, 2026.

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CITY OF BEL AIRE, KANSAS

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Jim Benage, Mayor

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81 ATTEST:

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85 Melissa Krehbiel, City Clerk

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88 APPROVED AS TO FORM ONLY:

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92 Maria A. Schrock, City Attorney

AMENDMENT TO THE AGREEMENT OF July 13, 2022
CONCERNING THE DEVELOPMENT OF CHAPEL LANDING 5TH,
AN ADDITION TO THE CITY OF BEL AIRE, SEDGWICK COUNTY KANSAS

This Agreement Amendment is made and entered into by Woodlawn 53 LLC, a Kansas Limited Liability Company (Developer) and the City of Bel Aire, KS, a Kansas municipal corporation (City).

Whereas, Developer has platted a tract of land referred to as Chapel Landing 5th, Bel Aire, Sedgwick County, KS, and

Whereas, Developer and City executed the original Agreement governing how this platted tract will be developed, and

Whereas, Developer wishes to construct approximately 235’ of Central Park Avenue, as currently shown in the Chapel Landing 5th plat, in a manner which is consistent with the original Agreement while directly paying for the improvements necessary for the requested street extension, and

Whereas City is agreeable to this modification on the terms proposed below:

Therefore, in consideration of the mutual covenants contained in this Agreement Amendment, Developer and City agree:

1. City will approve the Developer’s plan to extend an existing street defined within the original street plan for a distance of approximately 100 feet, as indicated in the attached Exhibit A drawing, to be built on property dedicated by Developer as public right of way with utility easements as required.
2. Developer will directly perform all engineering design, construction and provide inspection by an Engineer approved by the City, all conforming to City specifications, and local, state and federal laws as necessary to complete this street extension. This conformance requirement shall apply for all water mains, sanitary sewer mains, storm water systems, curbing, guttering, sidewalks, lighting, paving and any other construction and improvements necessary to extend the street designated in Exhibit A in a manner consistent with the previously approved infrastructure. Once the infrastructure improvements are constructed, inspected and approved, including the movement or protection of any existing utilities, Developer shall transfer all such infrastructure to and it shall become the property of the City of Bel Aire, KS, without cost to the City and Developer shall warrant good and clear title to the same for the benefit of the City.

3. The street extension indicated in Exhibit A shall also be designed to comply with the existing drainage plan, the parking plan, the lighting plan and the landscaping plan for Chapel Landing 5th, whether in place or contemplated.
4. The Developer shall directly pay one hundred percent (100%) of the cost of the engineering design, construction and construction inspection, and not seek inclusion of the same in funding already petitioned from the City governing body. The Developer shall indemnify and hold the City harmless from any liability from damages that may arise out of or result from construction activities on the site.
5. The parties intend that this Agreement Amendment replace the “Infrastructure Petition and Installation” section of the original Agreement of July 13, 2022 and that it supersedes all mentions in that original Agreement to any funding of improvements but only for the street extension described in Exhibit A. In all other respects, the original Agreement remains in full force and effect.
6. Developer hereby ratifies the original Agreement executed by its sole member, done at that time with full authority, irrespective of his designation on the signature line of the original Agreement which may appear to have been done in his individual capacity. Woodlawn 53 LLC recognizes all provisions of the original Agreement as binding upon it.

[Remainder of this page intentionally left blank]

This Agreement Amendment is hereby executed this _____ day of March, 2026.

Woodlawn 53 LLC,

Randel M. Harder, Sole Member of
Woodlawn 53 LLC, Developer of
Chapel Landing 5th, Bel Aire, Sedgwick Co. KS

ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 17th day of March, 2026.

SIGNED by the Mayor on this _____ day of March, 2026.

CITY OF BELAIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

Acknowledgements

Be it known to all persons that on this _____ day of _____, 2026 before me, a notary public, came Randel M. Harder, who is known to me and who personally acknowledged his authorized execution of the forgoing Agreement Amendment as the sole member of Woodlawn 53 LLC, the Developer of Chapel Landing 5th, Bel Aire, Sedgwick County, Kansas.

My appointment expires:

Notary Public

Be it known to all persons that on this _____ day of _____, 2026 before me, a notary public, came Jim Benage, who is known to me and who personally acknowledged his authorized execution of the forgoing Agreement Amendment as the Mayor of the City of Bel Aire, Sedgwick County, Kansas.

My appointment expires:

Notary Public

Incorporated Attachment: Exhibit A

Location of street extension

EXHIBIT A

Location of Street Extension



**AGREEMENT
CONCERNING THE DEVELOPMENT
OF CHAPEL LANDING 5TH ADDITION, AN ADDITION
TO BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between WOODLAWN 53, LLC., a Kansas Company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the DEVELOPER desires platting by the CITY of a tract of land more fully described below and herein referred to as CHAPEL LANDING 5TH, Bel Aire, Sedgwick County, Kansas (hereinafter, CHAPEL LANDING 5TH); and

WHEREAS, the CITY is willing to consider platting of said CHAPEL LANDING 5TH;

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

PURPOSE: This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, approval of this Agreement is a condition precedent to final consideration by the CITY of the DEVELOPER'S request for approval of the final plat on a tract of land more fully described below and herein referred to as CHAPEL LANDING 5TH.

Specifically, this agreement is to assure that necessary improvements are in place to support development of CHAPEL LANDING 5TH. Therefore, the DEVELOPERS compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The DEVELOPER shall strictly observe and comply with the terms of this Agreement, all regulations, resolutions, policies, and ordinances of the CITY and Sedgwick County, and all statutes and laws of the State of Kansas and of the United States.

The development of CHAPEL LANDING 5TH shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development, and may result in suspension or termination of such building permit. It is understood by the parties that the final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted by the DEVELOPER and approved by the CITY in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

CHAPEL LANDING 5TH LEGAL DESCRIPTION: The tract of land herein referred to as CHAPEL LANDING 5TH, Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

A replat of Lots 6 - 57, Block C; Lots 26 – 40, Block J; Lots 1 – 6, Block K; Lots 1 – 40, Block L; AND Reserves AA, J, I T and K, Chapel Landing, Bel Aire, Sedgwick County, Kansas.

PERMITTED USE: All lots are zoned R-4. Single-family units are intended for this development, but two-family units are allowed with no future notification or review process required.

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

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

CONSTRUCTION PERIOD REQUIREMENTS. In addition to other requirements set forth within this agreement regarding property maintenance, the following requirements shall be met specifically during the period of time during which construction of CHAPEL LANDING 5TH is being developed:

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

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

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

Vehicle access to the tract of land herein referred to as the CHAPEL LANDING 5TH shall be limited to the existing street connections at Forbes Street, Highland Street and Farmstead Street as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in CHAPEL LANDING 5TH shall be limited to vehicles under 20 tons. Construction traffic shall enter from Central Park Avenue.

DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorists and neighbors.

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

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

DRAINAGE. Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of CHAPEL LANDING 5TH must be addressed as part of the platting process. The DEVELOPER shall prepare a storm drainage plan which shall address the various impacts of increased/modified drainage, meet CITY drainage specifications, and be approved by the City Engineer. Prior to approval of said proposed storm drainage plan, the City Engineer may impose modifications upon such proposed plan as Engineer deems necessary to insure the effectiveness of such plan. After approval by the City Engineer of said storm drainage plan, including any necessary modifications, the DEVELOPER shall install, or cause to be installed, the improvements pursuant to the drainage plan.

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

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

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

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

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

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

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

HOMEOWNERS' ASSOCIATION. DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, drainage systems, detention ponds and construction areas associated with CHAPEL LANDING 5TH. Any land dedicated to or owned by a municipal authority shall be exempt from any and all assessments including those assessed by Homeowners Association Covenants. Land within this plat owned by such a municipal organization exempt from taxation by the laws of the State of Kansas, shall not be subject to any non-taxing authority assessments throughout the duration of such ownership.

INFRASTRUCTURE PETITION AND INSTALLATION: The development of CHAPEL LANDING 5TH is being accomplished by virtue of a single phase process. Representatives of the parties shall formally meet and review the existing and proposed phases of development as well as the requirements of this agreement, prior to the submission of petitions for infrastructure improvements for each phase of development.

Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. The CITY shall

perform the engineering design, construction and inspection of water mains, sanitary sewer mains, storm water systems and paving necessary for the platting and development of the tract of land herein referred to as the CHAPEL LANDING 5TH, Bel Aire, Sedgwick County, Kansas which said improvements shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. The DEVELOPER shall reimburse the CITY for the actual costs of the engineering design, construction and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the CHAPEL LANDING 5TH unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

The DEVELOPER shall dedicate necessary public right-of-ways and easements and install, or cause to be installed, all improvements necessary for the platting and development of the tract of land herein referred to as the CHAPEL LANDING 5TH. Said improvements include, but are not limited to streets, curb, gutter, street signs, storm water system, sidewalks, water distribution system, sanitary sewer lines, corner pins, driveways and utilities. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction. The DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government.

Whenever existing sanitary sewer, storm water, water lines, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipe lines or transmission lines are required to be installed, lowered, encased, modified or relocated due to the subdivision or construction improvements required, and in the event it was not known at time of platting approval, the DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction.

LANDSCAPING & SCREENING: The “Landscape Plan” that was previously submitted for CHAPEL LANDING 2ND shall govern for CHAPEL LANDING 5TH. The “Landscaping Plan” shows contours, utilities, size and spread at planting, any type of ground cover, shrubs, and coordinate with the Drainage Plan and Site Plan for the project.

Planting of interior trees shall meet the CITY’S street tree requirements. Any areas outside of the general boundaries of each development phase shall be planted to appropriate turf or ground cover adequate to prevent undue soil erosion and shall be maintained in accordance with applicable CITY ordinances. Within all detailed landscape plans, ground mounted mechanical equipment and trash receptacles shall be screened from ground level view. Plantings shall take place within 6 months of the certificate of occupancy being granted.

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

MAINTENANCE: DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, Central Park Avenue right-of-way and construction outside boundaries of CHAPEL LANDING 5TH.

PERMITS. No construction shall commence on any portion of the tract of land herein referred to as CHAPEL LANDING 5TH without the DEVELOPER having first obtained the proper building and zoning permits from the CITY.

The development of CHAPEL LANDING 5TH shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development. The final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted and approved in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

ROADWAYS, PARKING, DRIVES, and ACCESS: The DEVELOPER shall cause to be installed, according to the design standards of the CITY, minimum twenty nine (29) foot back to back paved street with curb and gutter on all streets in CHAPEL LANDING 5TH.

All driveways shall be per CITY ordinance.

Vehicle access to the tract of land herein referred to as the CHAPEL LANDING 5TH shall be limited to the existing street connections at Forbes Street, Highland Street and Farmstead Street as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in CHAPEL LANDING 5TH shall be limited to vehicles under 20 tons.

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

SIDEWALKS: Sidewalks shall be installed on one side of all non-cul-de-sac streets. Sidewalks shall comply with the ADA Accessibility Guidelines (ADAAG). Sidewalks shall be handicap accessible and be required to extend or complete connecting links in the sidewalk system.

In general, sidewalks shall be constructed with the outside edge of the sidewalk as close as practical to the property line, subject to the discretion of the engineer designated by the CITY. The Sidewalk along shall be 5 feet wide (6" thick). Sidewalks shall be installed per the sidewalk plan approved by the CITY with curb ramps for road crossings. Sidewalks shall be installed when the streets are installed.

SIGNAGE. Signs of such location, type and size as shall be approved as part of the building permit process or by the Governing Body, giving due regard to the prevailing type, size and pattern of location utilized throughout the area. All signage shall comply with the applicable ordinances and zoning regulations of the City and be submitted in writing to the CITY for written approval.

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

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

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

satisfactory framing by the City of Bel Aire) of 35 percent of the properties covered by the LOC, the CITY will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released the CITY shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments.

MISCELLANEOUS:

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

MODIFICATION OF PLAT THROUGH REPLATTING PROCESS. While it is intended by the parties that the development will proceed in compliance with this Agreement and the existing plat of CHAPEL LANDING 5TH nothing herein shall be construed to prohibit modifications to the CHAPEL LANDING 5TH development as a result of the formal replatting process.

RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER: Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of streets, sewer, and water facilities for CHAPEL LANDING 5TH or other projects or additions, including excavation, storm sewers and detention ponds, the costs for which shall be spread as special assessments against the addition on a square footage basis, but not for three (3) years, or until the year 2025.

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

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in CHAPEL LANDING 5TH or any individual or entity who later becomes a DEVELOPER by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of this Development Agreement, and shall be liable for the payment of other costs and expenses payable by DEVELOPER hereunder which are incurred for improvements or facilities located on the lots or which are used or are available for the benefit of the lot or lots owned by the DEVELOPER.

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

Finally, in the event improvements or facilities are constructed and maintained to serve lots owned by more than one DEVELOPER or for the use of all DEVELOPERS, the costs and expenses for such construction and maintenance shall be paid by all DEVELOPERS whose

lots are served by such improvements and facilities which costs and expenses shall be allocated to those DEVELOPERS whose lots are being served in the proportion that the number of square feet in the lots being served and respectively owned by them bears to the total square feet of all lots being served.

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

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

THIS AGREEMENT is hereby executed on this 13 day of July, 2022.



RANDEL M. HARDER, PRESIDENT
CHAPEL LANDING 5TH ADDITION,
Bel Aire, Sedgwick County, Kansas

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the 21st day of June, 2022 and is hereby executed on this 21st day of June, 2022.



MAYOR, JIM BENAGE



SEAL

ATTEST:



CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

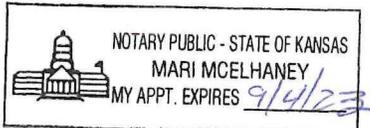
BE IT KNOWN BY ALL PERSONS that on this 13th day of July, 2022, before me, a Notary Public, came Randel M. Harder, who is known to me and who personally acknowledged execution of the foregoing Agreement as the Developer of CHAPEL LANDING 5TH, Bel Aire, Sedgwick County, Kansas.



Melissa A. Krehbiel
NOTARY PUBLIC

My Appointment Expires: 8/28/2022

BE IT KNOWN BY ALL PERSONS that on this 21st day of June, 2022, before me, a Notary Public, came Mr. Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the foregoing Agreement Concerning the Development of CHAPEL LANDING 5TH, Bel Aire, Sedgwick County, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. Jim Benage.



Mari Mcelhane
NOTARY PUBLIC

My Appointment Expires: 9/4/23



DATE: Tuesday, March 17, 2026
TO: Mayor and City Council
FROM: City Attorney
SUBJECT: Chapter 6, Article 4, Fireworks Code Updates

Background:

The City's current fireworks ordinance contains vague and ambiguous language regarding the permitted dates and times for the sale and detonation of fireworks. The lack of clearly defined start and end dates, as well as specific daily time limitations, has resulted in confusion among residents and retailers.

City staff have received multiple inquiries from residents seeking clarification on when fireworks may legally be sold and discharged. Due to the ordinance's imprecise wording, staff have been unable to provide definitive guidance in some instances.

Additionally, the ambiguity in the ordinance has hindered enforcement efforts. Without clearly established parameters, enforcement personnel face challenges in determining when violations occur, which limits the City's ability to issue citations or ensure compliance. This exposes the City to potential legal challenges based on lack of clarity and insufficient notice.

For these reasons, staff recommends amending the ordinance to include specific and clearly defined dates and times for both sales and detonation. Clarifying these provisions will improve public understanding, enhance enforceability, and ensure consistent application of the regulations.

Discussion:

At the 03/03rd Council Meeting, multiple updates to the Code were discussed. They included;

6.4.5 Public display of fireworks; permit required

- G. Fireworks displays shall conclude no later than 10:00 p.m. on each day from June 27 through July 3, and no later than 11:00 p.m. on July 4.
- J. Any permit authorizing a public display of fireworks shall require the permittee to remove all trash and debris from the property associated with the display, including debris generated by the display itself and by attendees. For fireworks detonated from June 27 through July 3, all trash and debris must be removed the same night, no later than 11:00 p.m. For fireworks detonated on July 4, all trash and debris must be removed the same night, no later than 11:59 p.m.

6.4.6 Location inspection

- Prior to issuance of a permit, an inspection shall be conducted of the applicant’s facility and of each specific area where fireworks are to be sold or displayed to ensure compliance with this Ordinance and other applicable laws. No permit shall be issued for any premises or area not in compliance with such laws. Each location where fireworks are to be sold or displayed shall be inspected by, and subject to the standards imposed by, the Sedgwick County Fire Marshal. A permit may be issued only upon proof that the premises and designated display or sales areas have passed the required inspection by the Sedgwick County Fire Marshal.

6.4.16 Sales Times:

- June 27-July 3: 9:00 a.m. until 10:00 p.m.
- July 4: 9:00 a.m. until 11:00 p.m.

6.4.17 Detonation Times:

- June 27-July 3: 9:00 am until 10:00pm.
- July 4: 9:00 a.m. until 11:00 p.m.
- Any adult granting permission to detonate fireworks shall remove all trash and debris from the front ard of the private residence, the premises, and all adjacent public right-of-way areas. For fireworks detonated from June 27 through July 3, all trash and debris must be removed the same night, no later than 11:00 p.m. For fireworks detonated on July 4, all trash and debris must be removed the same night, no later than 11:59 p.m.

6.4.18 Posting of Dates and Times for Detonations and Sales by Firework Vendors

- Each fireworks vendor shall display a 3 foot x 3 foot sign visible to the public. The sign shall notify all customers of the dates and times for fireworks detonations within the City. The sign may also provide notice of the dates and times for fireworks sales within the City.

Financial Considerations:

No financial data available at this time.

Legal Considerations:

The ordinance is approved as to form and requires a majority vote for approval

Recommendation/Actions:

It is recommended that City Council adopt the ordinance.

Attachments:

Ordinance

(Published at www.belaireks.gov on March, _____ 2026.)

ORDINANCE No. _____

AN ORDINANCE OF THE CITY OF BEL AIRE, KANSAS PERTAINING TO FIREWORKS REGULATIONS; CLARIFYING DATES AND TIMES FOR DETONATION AND SALES; ADDING POSTING OF DATES AND TIMES FOR DETONATIONS AND SALES BY FIREWORK VENDORS; REPEALING ORDINANCES 485, 536, 573, 620, AND 697; REPEALING ALL OTHER CONFLICTING ORDINANCES; AND AMENDING CHAPTER 6, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of the City of Bel Aire, Kansas:

SECTION 1. Chapter 6, Article 4 of the Code of the City of Bel Aire, Kansas, entitled “Fireworks” is hereby amended by replacing all existing sections of that Article with the new sections as follows:

Article 4. Fireworks

6.4.1. Discharge of fireworks.

Except as hereinafter provided, it shall be unlawful for any person to detonate, discharge, display, ignite, sell, and/or use fireworks as defined by the regulations of the Fire Marshal of the State of Kansas, within the corporate limits of the City [Added text: of Bel Aire, Kansas (hereinafter “City”). Fireworks that may be detonated, discharged, displayed, and/or ignited within the City, shall only be those devices commonly known as fireworks legal for sale within the State of Kansas.]

6.4.2. Permits for sale of fireworks required.

The purpose of issuing a permit for the sale or transfer of fireworks pursuant to this Article is to permit locations for the sale of fireworks within the City, which controls the inconvenience, interference with pedestrian and vehicular traffic and danger to the public that may arise from the unregulated placement of locations for the sale of fireworks within the City.

6.4.3. Sale or transfer of fireworks; permit required.

It shall be unlawful for a person to sell, display for sale, offer to sell, or give away any type of fireworks within the City limits, without first qualifying for and paying the appropriate permit fee per establishment or premises. To qualify, each applicant must complete an application and remit

35 a permit fee to the City Clerk prior to May 5th of the year for which such permit is requested. All
36 references to “permit” within this Article shall refer to a permit issued pursuant to this section,
37 unless specifically identified as a “Public Display Permit.”

38 **6.4.4. Permit fee.**

39 The permit fee is based upon the total square footage of the tent, shed or other structure where
40 fireworks are to be sold or displayed for sale. The permit fee for a tent, shed or other structure with
41 a total square footage of up to 2500 square feet shall be \$2,500.00. The permit fee for a tent, shed
42 or other structure with a total square footage in excess of 2500 square feet shall be a sum equal to
43 one (1) dollar per square foot. The permit fee shall only be refundable upon failure of the applicant
44 for permit to qualify for the permit.

45 **6.4.5. Public display of fireworks; permit required.**

46 A. It shall be unlawful for any person to give or provide a fireworks display for the public
47 or for organized groups without first obtaining a public display permit from the City of ~~Bel Aire~~.
48 The City shall not review an application for a public display permit until the Sedgwick County
49 Fire Marshall has reviewed and approved the application. Said application for a public display
50 permit shall be submitted to the City at least 30 days in advance of the desired public display and
51 shall be approved in accordance with the provisions of 6.4.11, except all applications will be
52 submitted to the Governing Body at the first meeting after the applicant has met all requirements
53 of submission of the application. No public display permit shall be approved unless the applicant
54 furnishes a certificate of public liability insurance for the display in a minimum amount of
55 \$1,000,000.00 for each occurrence including damage to vehicles, naming the City of ~~Bel Aire~~ as
56 additional insured and providing for both workers compensation, which is written by an insurance
57 carrier licensed to do business in Kansas. Insurance certificate shall not be cancelled by insured or
58 insurer until written notice is provided to the City Clerk of the City of ~~Bel Aire~~. In the event of
59 cancellation of the insurance prior to the display, the public display permit shall automatically be
60 revoked and void. Presenting a fireworks display after insurance has been cancelled shall be a
61 violation of this code and may be prosecuted as an unclassified misdemeanor in accordance with
62 this Article. The application for the public display permit shall clearly state:

- 63 1. The name of the applicant.
- 64 2. The group for which the display is planned.
- 65 3. The location of the display. Shall include:
 - 66 (a) Address of the grounds upon which the display is to be held;

67 (b) A diagram of the grounds on which the display is to be held. The diagram must
68 indicate distances from the point of discharge of fireworks to:

- 69 (i) the perimeter of the grounds,
- 70 (ii) to all structures located upon the grounds,
- 71 (iii) all structures on abutting properties within 500 feet of the point of discharge,
- 72 (iv) all abutting streets points of ingress/egress to the grounds, and
- 73 (v) the area at which the audience will be located.
- 74 (vi) The date, time and duration of the display.
- 75 (vii)The nature or kind of fireworks to be used.
- 76 (viii) The name of the person, firm or corporation that will make the actual
77 discharge of the fireworks.
- 78 (ix) The name of the person, firm or corporation that will discharge the
79 fireworks. Must present a valid firework operators certificate issued by the
80 State of Kansas Fire Marshal’s Office.
- 81 (x) Anticipated need for police, fire or other municipal services.

82 B. No public display permit shall be issued if in the opinion of the Sedgwick County Fire
83 Marshall the location, nature of the fireworks or any other relevant factor creates a hazard, risk of
84 harm, or risk of damage to persons or property.

85 C. Prior to approval of any public display permit application, the Sedgwick County Fire
86 Marshall shall have the power to issue reasonable rules and regulations for the granting of said
87 public display permit. City law enforcement and the Sedgwick County Fire Marshall are
88 authorized to terminate a fireworks display event if the event operator or party responsible for
89 fireworks detonation violates any such rules and regulations.

90 D. The Chief of Police shall review the application to determine whether police or security
91 shall be required as a condition of approval of the public display permit. Such review shall include
92 determination of traffic control concerns, and identifying and preventing concerns arising from
93 individuals watching the display in unsafe areas located off the display grounds. All costs of
94 security or additional policing requirements shall be borne by the event operator.

95 **[Added text: E. The City Attorney shall review the application to confirm insurance**
96 **requirements are fully met and ensure legal compliance with all ordinance requirements.]**

97 F. Only those people actually approved as operators by the Fire Marshall shall handle or
98 discharge any fireworks at such a public display.

99 G. **[Deleted text: Fireworks displays shall be completed by midnight on Fridays and
100 Saturdays and 11:00 pm Sunday through Thursday nights.] [Added text: Fireworks displays
101 shall conclude no later than 10:00pm on each day from June 27 through July 3, and no later
102 than 11:00 p.m. on July 4.]**

103 H. Public display permit fee shall be \$250.00 per application. Such fee shall be refunded if
104 the public display permit is not issued.

105 I. No individual, business, or organization shall receive more than one permit for public
106 display of fireworks per calendar year. To limit negative impacts upon abutting properties, a site
107 for a public display of fireworks shall only be authorized for a public display of fireworks once
108 annually. The City shall limit the number of public display permits to four annually.

109 J. **[Deleted text: A permit authorizing a public display of fireworks shall hereby
110 require that the permittee remove all trash and debris from the property associated with the
111 public display of fireworks, including both trash and debris generated by the display itself
112 as well as by the attendees at the event.] [Added text: Any permit authorizing a public display
113 of fireworks shall require the permittee to remove all trash and debris from the property
114 associated with the display, including debris generated by the display itself and by attendees.
115 For fireworks detonated from June 27 through July 3, all trash and debris must be removed
116 the same night, no later than 11:00 p.m. For fireworks detonated on July 4, all trash and
117 debris must be removed the same night, no later than 11:59 p.m.]**

118 **6.4.6. Location inspection.**

119 **[Deleted text: Prior to issuance of the permit, an inspection will be made of the
120 applicant’s facility for compliance with this Ordinance and other pertinent laws, and no
121 permit shall be issued for any premises not in compliance with such laws. Each location
122 where fireworks are to be sold or displayed for sale shall be inspected by and subject to the
123 standards imposed by the Sedgwick County Fire Marshal. A permit may only be issued with
124 proof that the premises have passed the required inspection by the Sedgwick County Fire
125 Marshal.] [Added text: Prior to issuance of a permit, an inspection shall be conducted of the
126 applicant’s facility and of each specific area where fireworks are to be sold or displayed to
127 ensure compliance with this Ordinance and other applicable laws. No permit shall be issued
128 for any premises or area not in compliance with such laws. Each location where fireworks
129 are to be sold or displayed shall be inspected by, and subject to the standards imposed by,
130 the Sedgwick County Fire Marshal. A permit may be issued only upon proof that the
131 premises and designated display or sales areas have passed the required inspection by the
132 Sedgwick County Fire Marshal.]**

133 **6.4.7. Location safety.**

134 Approval of all safety precautions and equipment at the sales location shall be by the City
135 Manager or his/her designee, in conjunction with the Sedgwick County Fire Marshal. Safety
136 precautions and equipment shall include fire extinguishers and such other equipment as required
137 by applicable state and city laws and regulations. Fireworks shall not be stored or sold with fifty
138 (50) feet of any source of flame, sparks, or flammable or volatile liquids in excess of one gallon.
139 If housed in a tent, the tent shall be constructed of a flame retardant material, with a certificate of
140 such flame retardant attached. Any electrical cords shall be appropriately protected from damage
141 by weather, the public and automobiles. No sales of fireworks shall occur at any location, building,
142 structure, tent or other similarly describable enclosure in conjunction with the retail sales of non-
143 fireworks related items except as allowed by the City Manager at the written request of the
144 Permittee. Any items sold under this exception must be approved by the City Manager prior to any
145 sale taking place.

146 **6.4.8. Location parking.**

147 Each location where fireworks are to be sold shall provide for the public not less than ten (10)
148 off street vehicular parking spaces, in addition to any necessary employee parking. **[Added Text:**
149 **No vendor shall allow parking on public right-of-way around any sale location.]**

150 **6.4.9. Permit display.**

151 Upon qualifying for the permit, the Permittee shall conspicuously post and prominently
152 display the same along with the Sedgwick County Fire Marshal inspection receipt at the
153 establishment or premises where fireworks are to be sold or displayed for sale.

154 **6.4.10. Permit application.**

155 Applications for permits to sell or transfer fireworks shall not be accepted before the first
156 business day of January of the year for which the permit is to be issued. The City shall only issue
157 four permits to retail establishments or premises to sell or transfer fireworks in any calendar year.
158 Permits will be awarded based upon the standards set forth within this Chapter. Priority of
159 approvals shall be based upon the date upon which the application was received by the **[Deleted**
160 **text: city clerk]** **[Added text: City Clerk.]** No individual, business or organization shall receive
161 more than one permit per calendar year.

162 **6.4.11. Application process.**

163 All applications shall be on a form determined by, and include the information requested by,
164 the City Clerk. The appropriate permit fee, in certified funds, must accompany each application.
165 The City Clerk shall present all applications received to the Governing Body of the City at the first

166 meeting in March or the first meeting after receipt of the application, whichever is later. Subject
167 to a determination by the Governing Body that said applicant has met all the requirements set forth
168 within the application and this Article, including a determination as to the appropriateness of the
169 proposed site and the availability of a permit, a permit shall be issued. The City Clerk shall notify
170 each applicant by first-class mail whether said applicant was successful in obtaining a permit
171 within ten (10) business days of the determination by the Governing Body. The permit fee
172 submitted by all unsuccessful applicants shall be returned with the notice that said applicant was
173 not successful in obtaining a permit.

174 **6.4.12. Insurance.**

175 Each vendor shall obtain a policy of general comprehensive liability insurance for a minimum
176 coverage of \$500,000 per occurrence, **[Added text: within the City. Such insurance shall be**
177 **maintained in full force and effect, without interruption or any lapse in coverage, at all times**
178 **during loading, unloading, occupancy, sales operations, setup, storage, teardown, and any**
179 **period during which the vendor, its employees, agents, invitees are present at the premises**
180 **of the sales location. In addition, the vendor shall name]** the City of Bel Aire, Kansas, ~~named~~
181 as an additional insured, and shall provide the City with a copy of the certificate of such insurance.
182 **[Deleted text: Such policy or policies shall not be cancelable by the vendor upon less than**
183 **thirty (30) days' notice.]**

184 **6.4.13. Permittee indemnification.**

185 Each vendor shall at all times indemnify the City ~~of Bel Aire, Kansas~~, its officials,
186 representatives, designees and employees, and shall defend, save and hold them harmless, from
187 and against any and all claims, actions, damages, liability and expense, including but not limited
188 to attorneys and other professional fees, in connection with loss of life, personal injury and/or
189 damage to property arising from or out of the storage, sale, discharge and/or transportation of
190 fireworks by such vendor and vendor's customers, representatives, employees, contractors and
191 designees.

192 **6.4.14. Permit revocation.**

193 A. Any permit holder violating any provisions shall first be issued a warning by the police
194 department, and on any second or subsequent violation of this article, the police department shall
195 revoke the permit for sale and terminate the sale of fireworks by the violator. Any action deemed
196 extremely negligent or reckless by the Chief of Police may result in immediate revocation of the
197 permit to sale fireworks. No refund of permit fee shall be refunded in association with any permit
198 revoked for violation of this Article, the permit, or the fire code of Sedgwick County, Kansas.

199 B. Any permit holder whose permit is revoked hereunder may appeal to the City Manager by
200 notice served upon the City Clerk, and a hearing shall be called and held not less than twenty-four

201 (24) hours from the date of the filing of such notice of appeal. The City Manager may, when in
202 his/her discretion such action is appropriate, impose additional safety requirements upon a vendor
203 prior to reinstating a revoked permit. The determination of the City Manager shall be final.

204 **6.4.15. Permittee disqualification.**

205 No permit shall be issued or renewed to a holder who has been revoked hereunder in a prior
206 year or who has failed to demonstrate financial responsibility. In this regard and by way of
207 illustration, evidence that the holder of a permit has failed to pay the cost of merchandise when
208 due, failed to pay costs associated with leased land or facilities when due, or failed to pay wages
209 of employees when due in connection with sales of fireworks in prior years, may constitute
210 sufficient grounds for the rejection of an application for a permit.

211 **6.4.16. Sale times and location.**

212 A. Any permit holder who has first obtained a valid permit to sell fireworks under this Article
213 may sell fireworks **[Added text: only at the dates and times established herein:**

- 214 **June 27: 9:00 a.m. until 10:00 p.m.**
- 215 **June 28: 9:00 a.m. until 10:00 p.m.**
- 216 **June 29: 9:00 a.m. until 10:00 p.m.**
- 217 **June 30: 9:00 a.m. until 10:00 p.m.**
- 218 **July 1: 9:00 a.m. until 10:00 p.m.**
- 219 **July 2: 9:00 a.m. until 10:00 p.m.**
- 220 **July 3: 9:00 a.m. until 10:00 p.m.**
- 221 **July 4: 9:00 a.m. until 11:00 p.m.**

222 **[Deleted text: only between the hours of 8:00 a.m. and 10:00 p.m.,]**

223 **[Added text: B. Any permit holder who has first obtained a valid permit to sell fireworks under**
224 **this Article may sell fireworks at the permitted establishment or premises location.] [Deleted text:**
225 **from June 27th through July 4th of that same year.]** Such solicitation, sale, and transfer of
226 fireworks shall be permitted only at the site of the establishment or premises inspected and
227 approved by the Sedgwick County Fire Marshall in accordance with section 6.4.6 of this Article.

228 **6.4.17. Detonation times and location.**

229 A. Fireworks, which may be displayed, detonated, discharged, and/or ignited within the city
230 limits shall only be those devices commonly known as fireworks as defined by the regulations of
231 the Fire Marshal of the State of Kansas. Individuals aged fourteen (14) and older, and individuals
232 under the age of fourteen with adult supervision, may detonate fireworks **[Added text: only at the**
233 **dates and times established herein:**

234 **June 27: 9:00 a.m. until 10:00 p.m.**

235 **June 28: 9:00 a.m. until 10:00 p.m.**

236 **June 29: 9:00 a.m. until 10:00 p.m.**

237 **June 30: 9:00 a.m. until 10:00 p.m.**

238 **July 1: 9:00 a.m. until 10:00 p.m.**

239 **July 2: 9:00 a.m. until 10:00 p.m.**

240 **July 3: 9:00 a.m. until 10:00 p.m.**

241 **July 4: 9:00 a.m. until 11:00 p.m.**

242 **[Deleted text: permitted under this Article beginning at 9:00 a.m. June 27th, and ending**
243 **at midnight when July 4th falls on a Friday or Saturday, and 11:00 p.m. when July 4th falls**
244 **on a Sunday – Thursday.]**

245 B. Fireworks may be detonated at a private residence, with the permission of an adult residing
246 at that residence, or within the authorized shooting area as described by a Resolution of the
247 Governing Body. However, no fireworks may be displayed, detonated, discharged, and/or ignited
248 in a manner that may cause personal injury or property damage. **[Deleted text: Any adult granting**
249 **permission to detonate fireworks shall clear the front yard of that private residence and all**
250 **adjacent public right-of-way areas of all debris arising from the detonation of the fireworks**
251 **before 10:00 p.m. on July 5th of that same year.]** **[Added text: Any adult granting permission**
252 **to detonate fireworks shall remove all trash and debris from the front ard of the private**
253 **residence, the premises, and all adjacent public right-of-way areas. For fireworks detonated**
254 **from June 27 through July 3, all trash and debris must be removed the same night, no later**
255 **than 11:00 p.m. For fireworks detonated on July 4, all trash and debris must be removed**
256 **the same night, no later than 11:59 p.m.]**

257 **[Added text: 6.4.18 Posting of Dates and Times for Detonations and Sales by Firework**
258 **Vendors]**

259 [Added text: 6.4.18 Each fireworks vendor shall display a 3 foot by 3 foot sign visible to the
260 public. The sign shall notify all customers of the dates and times for fireworks detonations
261 within the City. The sign may also provide notice of the dates and times for fireworks within
262 the City.]

263 [Deleted text: 6.4.18.] [Added text: 6.4.19.] **Emergency conditions.**

264 Upon the determination of the City Manager and based upon recommendations of staff, the
265 discharge of fireworks may be limited, suspended or prohibited within the city limits of the [Added
266 text: City] even during those times generally permitted by this article. Such determination shall
267 be made if it appears to the City Manager that the discharge of fireworks constitutes an immediate
268 hazard to the safety of property or people within the city. Such limitations, suspension or
269 prohibition shall be by emergency proclamation, signed by the City Manager, which shall be
270 publicized, including posting [Added text: on] the City’s website, and physically posted at the
271 City Hall. If thereafter, circumstances occur which minimize or eliminate the hazardous condition
272 resulting in such proclamation, the proclamation may be rescinded or modified by subsequent
273 proclamation with similar postings. The Mayor is hereby equally empowered to issue any such
274 proclamation.

275 [Deleted text: 6.4.19.] [Added text: 6.4.20.] **Penalty.**

276 Any person, whether acting on his or her own behalf, or that of any group or organization,
277 who violates any section of this Article shall be deemed to be guilty of an unclassified
278 misdemeanor, and shall upon conviction, be punished by a fine of not more than \$500 or
279 imprisonment of not more than thirty (30) days, or by both such fine and imprisonment. The
280 municipal court judge may also impose restitution for physical damages arising out of such
281 violations as appropriate. Restitution under this article shall be limited to \$500.00.

282 SECTION 2. Repeal.

283 All original sections in Chapter 16 of the City Code and Ordinances numbered 485, 536, 573,
284 620, and 697, to the extent they are in conflict herewith are repealed, as are all other ordinances or
285 parts of ordinances which are in conflict herewith.

286 SECTION 3. Severability.

287 If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to
288 be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the
289 validity of the remaining portions of this ordinance.

290

291

292 SECTION 4. Effective Date.

293 This ordinance shall take effect and be in force from and after its adoption by the Governing
294 Body of the City, approval by the Mayor, and publication once in the official city newspaper.

295
296 *[Remainder of this page intentionally left blank]*

297 ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 17th day of March,
298 2026.

299

300 SIGNED by the Mayor on this _____ day of March, 2026.

301

302

303

CITY OF BEL AIRE, KANSAS

304

305

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Jim Benage, Mayor

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310 ATTEST:

311

312

313

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315

Melissa Krehbiel, City Clerk

316

317

318 APPROVED AS TO FORM:

319

320

321

322

323

Maria A. Schrock, City Attorney

Municipal Water Conservation Plan 2026



City of Bel Aire

7651 E Central Park Avenue
Bel Aire, Kansas 67226
(316) 744-2451

Municipal Water Conservation Plan for the City of Bel Aire

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Introduction

The primary objectives of the Water Conservation Plan for the City of Bel Aire are to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought Response Section) to assure the city customers of an adequate water supply to meet their needs. The efficient use of water also has the beneficial effect of limiting or postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resources of the State of Kansas.

The City of Bel Aire has undertaken a number of steps to ensure a dependable water supply for customers since incorporating as a city in 1980. The original water supply for Bel Aire was obtained from wells in the Equus Beds Aquifer. In 1988, public concerns over the taste and quality of the Equus Bed water source prompted Bel Aire to enter into a twenty year contract with the City of Wichita to supply potable water. A new contract was signed with Wichita in 2018, securing a continued water supply through 2028. Wichita obtains water from two sources; approximately 60% is surface water extracted from Cheney Reservoir, while the remaining 40% is ground water extracted from the Equus Beds near Halstead.

Bel Aire served 3,675 residents in 1990, 10 years after incorporation. Bel Aire's population has increased to 10,627 residents in 2025 (based on the most recent estimate from the US Census). Building growth increased to 4322 units in 2025. Under the current water contract with Wichita, Bel Aire is not allowed to service outside the service boundary agreement. However, a provision is included that allows Bel Aire to add up to 320 acres outside the service area per year with consent from Wichita. The two cities also agree to discuss other service expansion possibilities in the future.

In 2002, Bel Aire partnered with the City of Park City to create a regional utility system, known as the Chisholm Creek Utility Authority (CCUA). A new independent body was formed between the two cities to provide water and sewer services to both communities.

The CCUA constructed new water and wastewater treatment plants located in Park City. The plants went on-line in January 2003, providing services to both communities. Additional water rights were acquired from KGE (later Westar, now Evergy) to secure future growth. The Chisholm Creek Utility Authority receives its water from well fields in the vicinity of the CCUA facility.

Bel Aire receives its water from both CCUA and Wichita, with the current demand being supplied by a combination from both sources. Bel Aire maintains a 1 million gallon water tower, as well as a 500,000 gallon water tower, for proper storage and pressure. Chlorine levels are monitored electronically at both the CCUA facility and the water towers, 24 hours a day. Daily testing occurs as required by KDHE to ensure safe drinking water for customers.

Bel Aire believes the Municipal Water Conservation Plan represents an additional step in providing citizens with a dependable water supply for years to come. The Municipal Water Conservation Plan (MWCP) works in conjunction with the Bel Aire Municipal Code. The code

specifically identifies the actions and authority that the Bel Aire City Government uses to enact the actions identified in the MWCP. Should there be a conflict between the MWCP and the Code, the Code would take precedence.

Municipal Water Conservation Plan

The primary objectives of the Municipal Water Conservation Plan for the City of Bel Aire are to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought / Emergency Contingency Section) to assure the City customers have an adequate water supply to meet their needs. The efficient use of water also limits or postpones water distribution system expansion, thus limiting or postponing the resultant increase in debt, while conserving the limited water resources of the State of Kansas.

Long-Term Water Use Efficiency

Water Use Conservation Goals

The City of Bel Aire metered approximately 253,949,000 gallons of water sold in 2025 or 38,721,000 fewer gallons than for year 2024. Based on the estimated US Census population of 10,627 residents for 2025, this means that Bel Aire had an average of 69 gallons used per capita per day (GPCD) in 2025. It is noted that Bel Aire entered Stage 2 water restrictions starting August 5, 2024, which lasted through September 2025. Restrictions then transitioned to permanent restrictions (Stage 1, Year-Round Conservation). This GPCD figure does not include:

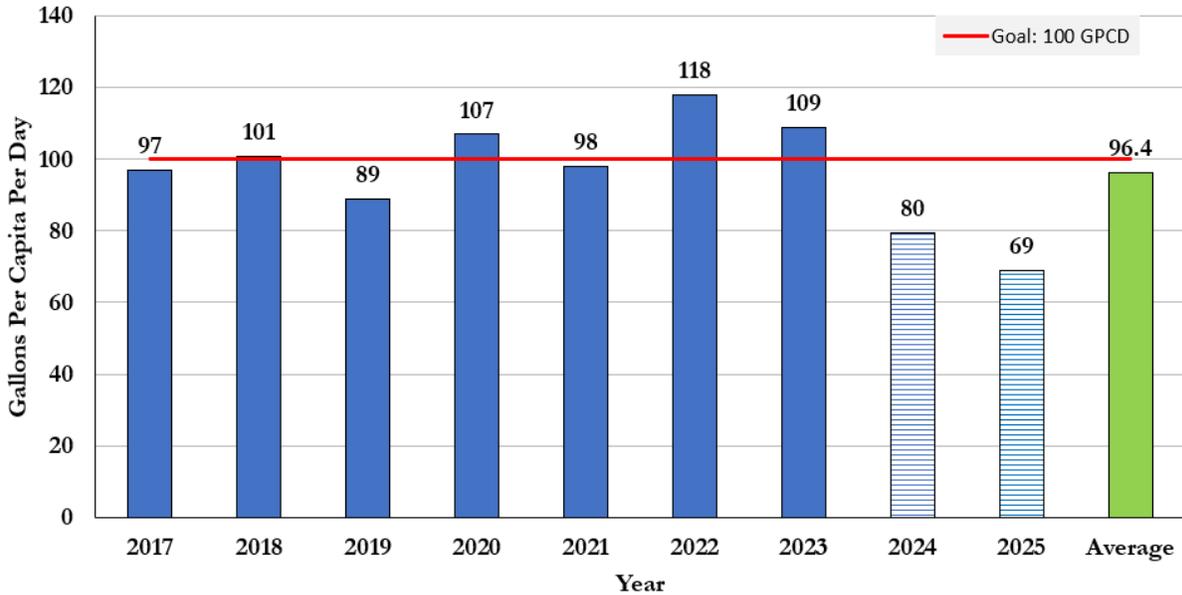
- a) Water distributed for free public services (parks, swimming pool, etc.)
- b) Water lost by leaks or purging of lines in the water distribution system
- c) Unaccounted water.

The GPCD figure is obtained by dividing the total gallons used throughout the system by the most recent population estimate from the US Census. It is a strict mathematical computation that includes business and residential water use; it does not mean that each resident of Bel Aire used 69 gallons of water per day in 2025, rather it is an indicator to see how Bel Aire's GPCD figure compares with other years and other cities. Precipitation is a variable factor affecting irrigation and similar outdoor uses. 2025 precipitation was 38.9 inches, which was 3.3 more inches above the 30 year average for Bel Aire.

According to the Municipal Water Use in Kansas, 2023 report from the Kansas Water Office,, Bel Aire is located in Region 7M of Kansas. There are eight regions in Kansas, and Region 7 includes Bel Aire and its *Equus-Walnut* planning area. The "M" designates water suppliers for populations between 500 and 9999 people. It is noted that Bel Aire's recent population estimate from the US Census indicates the City should now be identified as a 7L region for large suppliers. Kansas Region 7M had an average usage of 94 GPCD from 2019 – 2023 compared to Bel Aire's 104 GPCD for the same period. Kansas Region 7L had an average usage of 119 for the same period.

Bel Aire achieved its GPCD goal of *not to exceed 100* for 2025. Bel Aire's 2026 GPCD goal is again *not to exceed 100*. The attainment of this goal relies largely upon Bel Aire and its surrounding water source areas receiving an annual rainfall of at least 34.95 inches.

Note, precipitation data for the above-noted years and the annual average is obtained from the NOAA weather database (<https://www.ncdc.noaa.gov/>). The typical annual rainfall reflects a thirty year average (between 1991 and 2020) and is obtained from a NOAA-sponsored Bel Aire weather data station.



Lined bars identify years when water restrictions were in place for at least part of the year

Figure 1 – Bel Aire Historical Water Usage
(Sources: Bel Aire KDHE Water Usage Reports 2017-2025 and US Census population data)

Timeframe	Weekly Usage (gallons)	Peak Daily Demand (gallons)
January	4,000,000	1,010,000
February	3,500,000	770,000
March	4,400,000	980,000
April	6,800,000	1,540,000
May	7,500,000	1,740,000
June	9,100,000	2,220,000
July	12,700,000	2,410,000
August	13,600,000	2,820,000
September	13,200,000	2,410,000
October	10,900,000	2,320,000
November	4,200,000	1,160,000
December	3,600,000	840,000

Table 1 – 2026 Baseline Water Usage--Weekly and Peak Demand
 (Sources: Bel Aire Daily Water Purchase and Usage Data, 2023-2024 and US Census data)
 The baseline has been adjusted for Bel Aire’s estimated 2026 population

Water Conservation Practices

This subsection of the plan summarizes the current educational, managerial, and regulatory efforts that impact the long-term conservation of water in the City. Specific practices that will be undertaken to conserve water are listed and a target date to begin each practice is also indicated.

Education

The City is performing ongoing education efforts to develop the community’s understanding of water issues and conservation as part of its “*Did You Know?*” information series provided in on the City’s communication platforms (examples are Bel Aire’s website, social media channels, and Bel Aire’s NotifyMe® information notification service). As lawn irrigation is a large component of water usage, the City will work with the Utility Advisory Committee, the Bel Aire Tree Board, and other groups/agencies to provide information on landscape practices that promote water conservation.

The City of Bel Aire will also participate in any educational campaigns that the City of Wichita publicizes for water conservation.

The City has chosen the following conservation practices and target dates for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Education Conservation Practices	Target Date
1. Water Conservation Plan copies available to public	Ongoing

2. Provide information to the general public about lawn water needs on a regular basis during summer months, including the promotion to use soil moisture monitoring systems and/or smart controllers for lawn sprinkler control	Ongoing
3. Utility bills will show the amount of water used in gallons and the cost of the water for the current billing period and previous year's usage	Ongoing
4. Water conservation articles, tips and issues will be discussed on a regular basis with information published on Bel Aire's communication platforms	Ongoing
5. Local schools and teachers will be encouraged to become involved in water conservation with information provided by the City and to utilize the educational resources of Wichita's W.A.T.E.R Center at 101 East Pawnee	Ongoing
6. Make available information on water conserving landscape practices through publications, utility billing inserts, or other appropriate means. Bel Aire's communication platforms will be used as required.	Ongoing

Management

The City of Bel Aire maintains a water meter for each water customer. The water meters are read on a monthly basis, on or about the tenth (10th) of each month, and customers are billed for their usage between meter readings. Accuracy checks can be triggered by customer request. Meters found to produce measurements outside of acceptable parameters are repaired or replaced. Water leaks from the City public water distribution systems are repaired when customers report significant leaks in water mains or when City personnel locate such leaks. System-wide water pressure is monitored 24 hours per day, 7 days per week, and localized checks are done if customers are concerned that their water pressure is too low. In 2015, all outdated residential meters within the City were replaced with new, radio-read meters. Meter maintenance and pressure monitoring allow the City to better track water usage and discover leaks.

The City of Bel Aire charges customers a base rate as well as a consumption rate per 1,000 gallons used. There are six tiers of consumption rates forming a progressive rate structure that increases the rate per 1,000 gallons used as the consumption tier increases. This rate structure is in place to encourage conservation and is in line with the requirements of the Wholesale Water Sales Agreement between Bel Aire and the City of Wichita. The City of Bel Aire realizes that greater emphasis must be placed on maintaining accurate measurement of water use in total at customer meters, which is now within 10% of total water produced. Bel Aire has developed a water-use records system that would allow the City to more effectively and efficiently manage its public water distribution system.

Management Conservation Practices to be Taken	Implementation
1. All source water (CCUA or Wichita) will have meters installed and the meters will be repaired or replaced in a commercially reasonable timeframe when malfunctions occur	In Development with the CCUA Technical Advisory Committee (TAC)
2. Meters for source water will be tested for accuracy annually and when meter readings become suspect. Meters will be repaired or replaced if they fail to meet industry standards.	Current Operating Policy
3. Meters at each individual service connection will be repaired or replaced if they are not within industry standards	Current Operating Policy
4. All meters for source water will be read monthly. Meters at individual service connections will be read once a month or more as determined necessary	Current Operating Policy
5. The City has implemented a residential leak detection and repair program.	Current Operating Policy
6. Water charges will be based on the amount of water used (per 1,000 gallons of metered consumption)	Current Operating Policy
7. A water rate structure designed to curb excessive use of water will continue	Current Operating Policy
8. Develop and implement a program to incorporate water conserving landscape principles into future City landscape development projects, including renovation of existing landscape	In development
9. Develop and implement an irrigation management program for City irrigated grounds	Current Operating Policy
10. Encourage the recycling of wastewater for selected industrial or irrigation purposes	Current Operating Policy

Regulation

The City of Bel Aire currently regulates water conservation through the municipal (city) codes and ordinances. Municipal codes and ordinances are available at: <http://www.belaireks.gov>.

A Wholesale Water Sales Agreement with the City of Wichita requires Bel Aire to enforce various stages of water emergency to match the stages imposed by Wichita upon itself. Those stages are defined in the following sections. The service agreement between the City of Bel Aire and the Chisholm Creek Utility Authority makes supply water subject to availability and capacity restrictions of the CCUA facility. The City will pursue further regulatory action as circumstances dictate.

Regulation Action to be Taken	Implementation
1. All new or renovated construction will install toilets that use no more than 1.6 gallons per flush or less and low flow showerheads that use 2.5 gallons per minute or less	Enforced through city codes
2. All new or renovated permanent swimming pool installations will include an integrated pool cover	Enforced through city codes
3. Other appropriate regulation actions	As Circumstances Dictate

Drought / Emergency Contingency

The City of Bel Aire’s water supply depends upon the combined ability of the City of Wichita and the Chisholm Creek Utility Authority (either being a “Provider”) to supply and/or distribute water to Bel Aire. The City of Bel Aire will address any short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals, and actions. Each stage more stringently controls water use than the previous stage as water supply conditions deteriorate. These progressive stages can be triggered by local conditions, in which case, the City Manager is authorized by ordinance to implement the appropriate conservation measures as set out below.

These progressive stages can also be triggered by area-wide conditions identified by the City of Wichita. In such instances, Bel Aire is contractually obligated to implement and enforce the drought response measures. The provisions below are consistent with the more localized triggers of the Chisholm Creek Utility Authority.

Stage 1: Year-Round Conservation

Triggers

Rear-round water conservation occurs at all times of the year and is not subject to source-supply water levels or weather events.

Goals

The goal of this stage is to encourage best watering practices and conservation throughout the year, acknowledging that future water supplies, locally and across Kansas, may be limited.

Education Actions

The City will make frequent updates on the City's communication platforms describing present conditions and indicating the water supply outlook. The updates will include water watch status and water conservation information.

Management Actions

1. Leaks will be repaired as soon as detected; work will be completed within 48 hours of detection or as soon as possible depending on severity of the leak
2. The City monitors its use of water and will curtail activities such as hydrant flushing and street cleaning

Regulation Actions

1. Watering for a residence will be determined by the street address number. Watering can occur on the following days and times:
 - a. If even number address, Tuesday, Thursday, or Saturday
 - b. If odd number address, Wednesday, Friday, Sunday
 - c. Watering before 10:00 am or after 6:00 pm on allotted days
 - d. Restricted watering: outdoor sprinkler and spray irrigation; hand irrigation and drip irrigation are not restricted
 - e. Irrigation systems that use well water and naturally fed ponds are exempt from this requirement, however these users are encouraged to voluntarily reduce irrigation as all water sources are indirectly related and subject to the same drought concerns.
 - f. If well water or pond water sources are used for irrigation, a sign, visible to the public, must be placed at the site where irrigation is taking place.
2. A variance request may be initiated for special cases where additional water use is needed
 - a. Variance would apply to the addition of new landscaping such as a new lawn or new plants/trees
 - b. Any variance would be time-limited and applicable to a specific street address

Stage 2: Water Warning (Mandatory Restrictions)

Triggers

The Water Warning Stage is triggered by any one of the following conditions:

1. Provider (City of Wichita) issues Stage 2: Mandatory Restrictions.
2. Provider (Chisholm Creek Utility Authority) issues Stage 2.

Goals

The goals for this stage are to reduce peak demand by 20% and to reduce overall weekly consumption by 10%, based on the peak and average consumption from the most recent year for which drought restrictions were not in place. See Table 1 for these usages.

Education Actions

1. The City will make monthly updates of present conditions and water supply outlook to the City's communication platforms. More frequent updates would be made available if warranted.
2. The City will provide information on water conservation to citizens through the City's communication platforms.
3. The City will communicate any essential information through its Alert and Notification system

Management Actions

1. The City water supply level is monitored 24 hours a day
2. Leaks will be repaired within 24 hours of detection; outside contractors may be used to make repairs if needed
3. The City will implement water conservation measures, including operations of fountains, watering of City grounds and parks, filling of swimming pools and washing of vehicles
4. The City Manager will direct Code Enforcement staff to enforce water conservation policies. The City Manager may direct city police to assist Code Enforcement staff to enforce water conservation policies.
5. If a leak is found in a customer's line, water service may be turned off while repairs are being made

Regulation Actions

3. A four zone watering system will be imposed on City residents. All outdoor lawn and landscape irrigation is restricted to one time per week and must occur between 8:00pm to 10:00am. A map of Bel Aire's Four Zone Watering System (see Figure 2).
 - a. Days chosen for irrigation should avoid weekend times (Saturday through Sunday)
 - b. Irrigation systems that use well water and naturally fed ponds are exempt from this requirement, however these users are encouraged to voluntarily reduce irrigation as all water sources are indirectly related and subject to the same drought concerns.

- c. If well water or pond water sources are used for irrigation, a sign, visible to the public, must be placed at the site where irrigation is taking place.
- 4. Outdoor water use, including lawn watering and car washing will be restricted to starting at 8:00 pm and ending at 10:00 am.
- 5. Waste of water, as defined by the Water Drought/ Emergency Ordinance will be prohibited

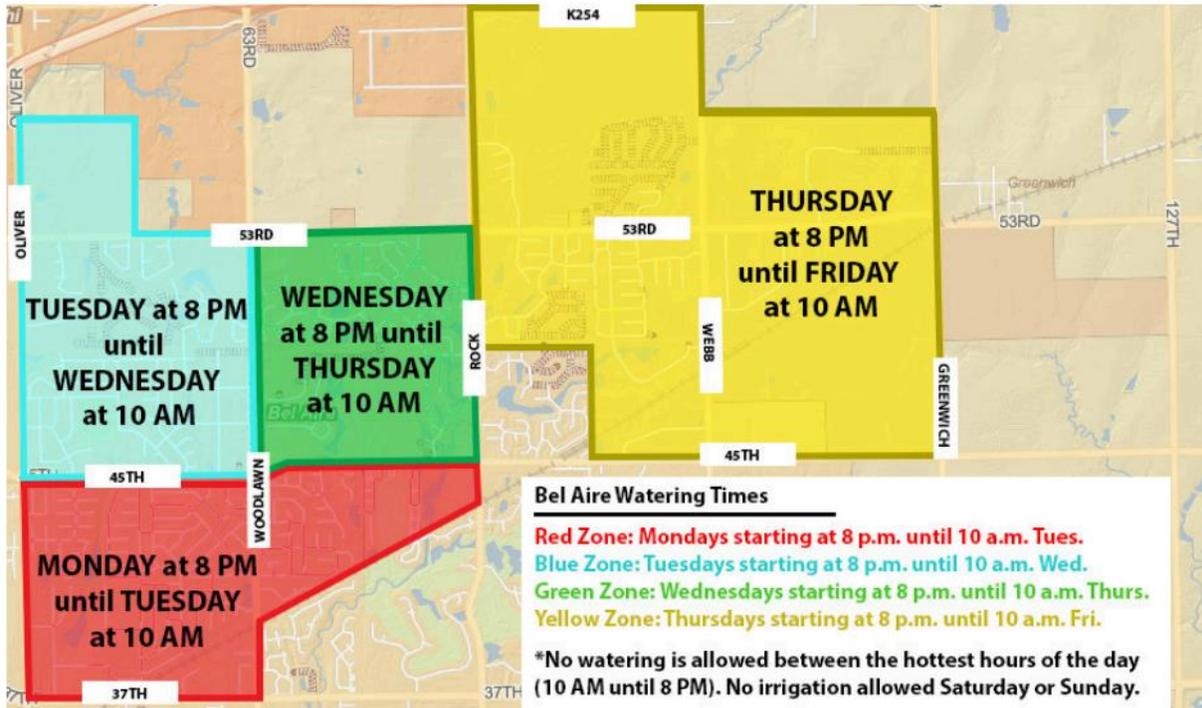


Figure 2 – Bel Aire Four-Zone Watering System

Exemptions

Gardens utilizing drip irrigation or hand watering shall be Stage 2 exempt.

Businesses that generate their core economic activity from usage of outdoor water shall be Stage 2 exempt. Such businesses include, but are not limited to, golf courses, car washes, nurseries, sod suppliers, and others identified by the City Manager.

People using water from a well or a naturally-fed pond for any class of outdoor water use as defined in this chapter shall be exempt. To qualify for this exemption, persons using water from a well or pond shall display a sign with the words “well water” or “pond water” (as appropriate) upon it in a location that is readily visible to the general public. The practice of using well or pond water to gain an exemption on outer water usage, is not recommended, however. While water from a water provider is not directly used, well and pond water does still reduce the raw water available to the water suppliers to supply the City. Then, overall water savings goals remain difficult to attain.

Stage 3: Water Emergency, With Exemptions

Triggers

The Water Emergency Stage is triggered by any one of the following conditions:

1. Emergency conditions related to repairs or water quality control
2. Provider (City of Wichita) issues Stage 3: Irrigation Bans
3. Provider (Chisholm Creek Utility Authority) issues Stage 3.

Goals

The goals of this stage are to reduce peak demand by 50% and to reduce overall weekly consumption by 25%, based on the peak and average consumption from the most recent year for which drought restrictions were not in place. See Table 1 for these usages.

Education Actions

1. The City will make daily updates describing present conditions and indicating the water supply outlook for the next day. Updates will be made through the City's communication platforms.
2. The City will hold public meetings to discuss the emergency, the status of the City water supply and further actions which need to be taken.
3. The City will communicate any essential information through its Alert and Notification system.

Management Actions

1. The City water supplies and storage will be monitored 24 hours a day
2. Leaks will be repaired as soon as possible, and damaged line will be taken out of service until repairs can be made or until an outside contractor can make necessary repairs
3. The City will seek additional emergency supplies from other users, the state or federal government
4. The City Manager will direct Code Enforcement staff to enforce water conservation policies. The City Manager may direct city police to assist Code Enforcement staff to enforce water conservation policies.
5. If a leak is found in a customer's line, water service will be turned off until repairs are made

Regulation Actions

1. Outdoor water use is banned for water customers that do not have an exemption
 - a. Exemptions are listed in the following section.
2. Swimming pools may remain open, but refilling is banned. The City Manager will make decisions regarding indoor pools regulated by constant fill water treatment systems based on circumstances surrounding the emergency event.
3. Waste of water, as defined by the Water Drought/ Emergency Ordinance, will be prohibited

Exemptions

Businesses that generate their core economic activity from usage of outdoor water shall be Stage 3 exempt. Such businesses include, but are not limited to, golf courses, car washes, nurseries, sod suppliers, and others identified by the City Manager.

Stage 4: Water Emergency, No Exemptions

Triggers

The Water Emergency Stage is triggered by any one of the following conditions:

1. Emergency conditions related to repairs or water quality control
2. Provider (City of Wichita) issues Stage 4: Water Emergency, No Exceptions
3. Provider (Chisholm Creek Utility Authority) issues Stage 3: Water Emergency

Goals

The goals of this stage are to reduce peak demands by 50% and to reduce overall weekly consumption by 25%.

Education Actions

1. The City will make daily updates describing present conditions and indicating the water supply outlook for the next day. Updates will be made through the City's communication platforms.
2. The City will hold public meetings to discuss the emergency, the status of the City water supply and further actions which need to be taken.
3. The City will communicate any essential information through its Alert and Notification system.

Management Actions

1. The City water supplies and storage will be monitored 24 hours a day
2. Leaks will be repaired as soon as possible, and damaged line will be taken out of service until repairs can be made or until an outside contractor can make necessary repairs
3. The City will seek additional emergency supplies from other users, the state or federal government
4. The City Manager will direct Code Enforcement staff to enforce water conservation policies. The City Manager may direct city police to assist Code Enforcement staff to enforce water conservation policies.
5. If a leak is found in a customer's line, water service will be turned off until repairs are made

Regulation Actions

1. Outdoor water use is banned for all water customers (with no exceptions)
2. Waste of water, as defined by the Water Drought/ Emergency Ordinance, will be prohibited

Plan Revision, Monitoring & Evaluation

The City of Bel Aire has a monthly management practice of reviewing monthly totals for water production, residential/commercial sales, water provided free-of-charge, and “unaccounted for water.” Problems noted during the monthly review are solved as soon as possible.

The City of Bel Aire Municipal Water Conservation Plan will be reviewed during the month of March each year and on a more frequent basis during drought or other water shortage conditions. If the water conservation GPCD goals for the previous year are not met, the City will review data collected from the previous year in relationship to the status and effectiveness of the conservation practices that are outlined in our plan and will provide a status report to the Kansas Water Office which will also include any additional water conservation practices that may need to be taken in order for the City to achieve and maintain its water use conservation GPCD goals.

[Remainder of this page intentionally left blank]

The Utility Advisory Committee, at its meeting on the _____ day of March, 2026, voted to recommend approval of the Municipal Water Conservation Plan of 2026 and forwards the plan to the City Council for review and consideration at an upcoming City Council meeting.

SIGNED by the Chairperson on this _____ day of March, 2026.

CITY OF BEL AIRE, KANSAS

Terry Ercolani, Chairperson

Passed by the Governing Body of the City of Bel Aire, Kansas on this 3rd day of March, 2026.

Signed by the Mayor on this _____ day of March, 2026.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

Approved as to Form Only:

Maria A. Schrock, City Attorney



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
March 03, 2026 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, Emily Hamburg, Brandon McIntosh, and Mike Proctor were present. No one was absent.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, Chief of Police Darrell Atteberry, City Clerk Melissa Krehbiel, and Tim Aziere with Professional Engineering Consultants.

III. OPENING PRAYER: Deacon Luke Meyerhoff provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. PROCLAMATION

A. American Red Cross Month, March 2026

Mayor Benage read the proclamation aloud and signed it.

VI. DETERMINE AGENDA ADDITIONS: There were no additions.

VII. CONSENT AGENDA

A. Approval of Minutes of the February 17, 2026 City Council meeting.

B. Approve the Mayor's appointment of John Sutherland to the Bel Aire Planning Commission, term ending March 3, 2029.

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

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 26-04 in the amount of \$242,905.66.

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance No. 26-04. Councilmember Davied seconded the motion. *Motion carried 5-0.*

IX. CITY REQUESTED APPEARANCES

A. Presentation of the Willard Garvey Crime Prevention Officers of the Year Award – Chief Atteberry

Chief Atteberry presented the award to the City Council. Last Tuesday, the City of Bel Aire was awarded a plaque to commemorate their participation in the task force. The task force is comprised of many local police departments. They worked together to prevent property crimes.

B. Presentation on Emergency Management – Chief Atteberry

Chief Atteberry spoke about updates to the City’s Emergency Operations Plan. He has spoken with officials at the City of Andover and Sedgwick County Emergency Management and he plans to bring a revised plan to the Council soon.

X. CITIZEN CONCERNS:

Ted Fay, 6961 E Pheasant Ridge St, spoke about his concerns regarding the intersections of 53rd & Woodlawn and 53rd and Oliver. He noted that north-south traffic is very heavy at these intersections, before and after school, and the traffic does not stop. He has seen people have difficulty crossing and has seen lots of risky behavior. He asked the City Council to please consider a traffic study for these areas and consider putting up traffic stop signs at the north and south sides of the intersections.

Dr. Robert Lindsted, Superintendent of Sunrise Christian Academy, 5450 E 45th St N, spoke about activities and accomplishments at Sunrise. Students were recently featured in the Bel Aire Breeze newspaper for their participation in the national Life Smarts competition. The basketball team was recently invited to participate in a national league sponsored by Nike. Finally, this weekend, drama students will perform *The Sound of Music*; he invited the City Council members and public to attend.

XI. REPORTS

A. Council Member Reports

Councilmember Dehn reported that he recently watched a presentation to the Sedgwick County Commission regarding property tax valuations. He recently attended the February 20th meeting of the K-254 Corridor Development Association, and a meeting with City staff to discuss installing a crossing at Woodlawn and 53rd Street.

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

Councilmember McIntosh reported he spoke to several citizens and he is pleased to see the finalization efforts on the Aurora Park project.

Councilmember Hamburg reported she attended the CCUA meeting.

B. Mayor's Report

On March 6th Mayor Benage will give a presentation on property taxes at the Wichita Pachyderm Club. Today, March 3rd, Mayor Benage testified on legislation before the Kansas Senate; he gave a brief update to the Council on current legislation. On February 20th, he attended the K-254 Corridor Development Association meeting. Also on February 20th, he and City Manager Henry attended a meeting with Sedgwick County to discuss the sales tax distribution formula. Mayor Benage reported on the latest meeting of CCUA. Recently, he attended a retirement party for Wes Galleon, the long-time CEO of the Wichita Area Builders Association (WABA).

C. City Attorney Report

City Attorney Maria Schrock reported that City staff are working on improving the record retention schedule. She also reported on current legislation regarding defendant competency evaluations in municipal courts, by-right residential zoning, and allowing golf carts to operate on City sidewalks.

D. City Manager Report

Henry reported on the recent bike-ped open house, which was well attended; the next step will be discussing a design concept plan. City Hall recently hosted the annual mock city council meeting for Sunrise Christian Academy students. The Women in Commercial Real Estate recently hosted an event at City Hall and about 50 people attended.

City Manager Henry reported that installation of the new playground equipment at the Rec Center will be completed in a few days. Recently, playground equipment was vandalized at Eagle Lake Park; the equipment will be replaced soon.

Regarding upcoming events, Mr. Henry reminded everyone that the Bel Aire Chamber will hold their monthly lunch tomorrow and the Spring Festival will be held at the Bel Aire Recreation Center on March 28th from 1-3 p.m.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of an Ordinance Amending Chapter 6, Article 4, Fireworks Code, Relating to the Clarification and Posting of Date and Times for Detonation and Sales.

MOTION: Councilmember McIntosh moved to adopt an ordinance amending the fireworks code as amended and the amendments are:

- 9am to 10 pm sales on all days;
- An 11 pm detonation time on July 4th, regardless of which day of the week it falls on;
- Mandate a 3x3 sign which must include detonation times, and a recommendation that they also include sales times on that sign;
- Public displays shall end at the same time as regular detonation times which shall be 10 pm on all days except July 4th ; on July 4th, public display times shall end at 11 pm on July 4th.
- Section 6.4.5 J shall also include a time frame for cleaning of debris by 10 pm on July 5th.
- Section 6.4.6 will clarify that the inspection will be of the area and location where the detonation or sale of fireworks will take place.

Councilmember Dehn seconded the motion. Discussion followed.

SUBSTITUTE MOTION: Councilmember Davied moved to table the Ordinance until it is properly written. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

Mayor Benage stated that the substitute motion passed and the original motion was now moot.

B. Consideration of An Ordinance Amending Chapter 18, Article 6, of the City Code, to Incorporate the Amended Zoning District Map of 2025.

Mayor Benage announced the agenda item. Before proceeding with the hearing, he asked if any Councilmembers intended to disqualify themselves due to a conflict of interest. No one was disqualified.

Mayor Benage asked if anyone on the Council had received any ex parte verbal or written communications prior to this agenda item which they would like to share. No one had received any such communications. Mayor Benage asked the City Clerk if any protest petitions had been received on this matter. The City Clerk responded, no.

Next, Mayor Benage asked if all members of the Council had received the unapproved Minutes of the February 12, 2026 Planning Commission meeting, which summarizes the public hearing for this case. All Councilmembers replied, yes they had received the unapproved Minutes.

Paula Downs, Director of Community Development, gave a report on the case. In 2025, Bel Aire had eight Ordinances related to zoning changes which are reflected on the map. The other improvement on the map was to delineate the colors more starkly. Currently, only the predominate districts are identified on the map; in the future, staff will consider how to show more detail; perhaps by putting the map online, more details such as overlays could be shown. Ms. Downs recommended that the Council approve the 2025 Bel Aire Zoning Map.

Councilmembers asked questions of Ms. Downs. Regarding Councilmember McIntosh’s question, she confirmed that the map reflects changes that have already

happened. Larger copies of the map can be printed for display in the Council Chambers; they should be easier to read from a distance. Ms. Downs answered a question from Councilmember Proctor about a pink area on the map that is unidentified in the key. Ms. Downs noted that the location may indicate public land and it will be updated to the correct color. Ms. Downs also noted that a blue shading on the new public works building should be removed. Ms. Down said she will make the corrections.

Mayor Benage asked staff if any written communications had been received regarding the case. Staff confirmed that none had been received.

Mayor Benage invited public comments. No one volunteered to speak. Mayor Benage noted that if anyone is aggrieved by the decision of the Council, they have rights provided to them at law.

Mayor Benage then invited more discussion by the Council. Councilmember Dehn noted that in the area the City owns between Rock and Webb, that could be a potential future frontage road, a corner triangle piece is shaded green (agricultural) Are the two slivers that the City owns north of the industrial area, are they technically agricultural? City staff noted this area for possible correction.

MOTION: Councilmember Davied moved to adopt An Ordinance Incorporating an Amended Zoning District Map of 2025 into the City Code as amended to include all the discussions that [City Council] had regarding the colors of the map being updated and authorize the Mayor to sign. Councilmember Proctor seconded the motion.

Roll Call Vote:

Greg Davied – Aye Tyler Dehn – Aye Emily Hamburg – Aye
Brandon McIntosh – Aye Mike Proctor – Aye

Motion carried 5-0.

C. Consideration of Bids and Approval of Contract for 2026 Street Maintenance & Repairs.

<u>Bidder</u>	<u>Total Bid</u>
<i>Engineer’s Estimate</i>	\$931,650.30
APAC	\$750,556.50
Kansas Paving	\$675,243.00
Pearson	\$708,329.00

MOTION: Councilmember Dehn moved to accept the bid from Kansas Paving in the amount not to exceed \$675,243.00 for 2026 Street Maintenance & Repairs and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. **Motion carried 5-0.**

XIII. EXECUTIVE SESSION

A. MOTION: Councilmember McIntosh moved to recess into executive session to discuss the performance review of the City Attorney. The discussion will be pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. Invite the City Attorney and City Manager. The meeting will be for a period of 10 minutes, and the open

meeting will resume in City Council Chambers at 8:55 p.m. Councilmember Davied seconded the motion. **Motion carried 5-0.**

The Council recessed for Executive Session. At 8:58 p.m., Mayor Benage called the meeting back to order in open session. He stated that no binding action had been taken.

MOTION: Councilmember Hamburg moved to extend the Executive Session for 15 minutes until 9:13 pm. Councilmember Davied seconded the motion. **Motion carried 5-0.**

The Council returned to Executive Session. At 9:15 p.m., Mayor Benage called the meeting back to order in open session. He stated that no binding action had been taken.

XIV. DISCUSSION AND FUTURE ISSUES

The City Council discussed coordinating construction of a sidewalk and crosswalk at 53rd and Woodlawn. The council was in general consensus to explore a 4-way stop design.

A. Discussion about permanent water conservation methods

City Manager Ted Henry gave a brief presentation about Bel Aire’s water supply and how the City’s water supply contract with Wichita affects this issue. Wichita is now proposing a conservation rule which limits watering to 3 days per week. Bel Aire staff, with the help of the Utility Advisory Committee, have drafted an alternative conservation plan. He asked for direction from the Council regarding preferred water conservation methods for Bel Aire.

Councilmembers commented in favor of accepting Wichita’s water conservation measures. Councilmember Davied suggested improving the wording of the next water contract with Wichita to include a better metric for water conservation, such as a reduction in the percentage of water used. Councilmembers also briefly discussed the process for applying for exemptions, water treatment plant capacity, new federal programs, and water planning. No official action was taken.

XV. ADJOURNMENT

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

Approved by the City Council this _____ day of _____, 2026.

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk



CITY OF BEL AIRE



26
2025

APPLICATION FOR RETAIL SALES OF FIREWORKS

Date of Application: 1-19-2026

Square footage of Structure: 6500

OFFICE USE ONLY

Date of Review by City Council: _____

APPROVED Permit # _____

Denied, Reason: _____

Permit Fee: \$6,500 Receipt # _____

County Application Filed: N/A

Zoning Admin Approval Date: 1-23-26

ZA Signature: Paul P. Dew

Insurance Certificate Received: _____

Dates of Operation: June 27 through July 4 of the same year as date of application

Fireworks may be sold from **8:00 a.m. – 10:00 p.m. only**

Permit fees are \$2,500 for structures of 2,500 square feet & under. Structures in excess of 2,500 square feet shall be \$1.00 per square fo

All Applications must be accompanied with:

- ✓ 1) permit fee (remit to: City of Bel Aire. Memo: Fireworks Permit) 01/19/26 received
- ✓ 3) a copy of Sedgwick Co. Fire Dept. inspection application N/A
- ✓ 4) Site diagram (including all signage) Insurance 01/19/26 received
certificate(s) including: 01/19/26 received

-General comprehensive liability insurance, minimum coverage of \$500,000 per occurrence, with the City of Bel Aire, Kansas, named as an additional insured; AND

-Product liability insurance, minimum coverage of \$500,000 per occurrence for products sold and/or stored within the city by the vendor

Fireworks Sales Location (Street Address or Property PIN#):

6334 E Crestmark Street Bel Aire, KS

Organization / Business Name: Wholesale Fireworks Enterprises, LLC

KS State Sales Tax # [REDACTED]

DBA Name (if different) Wholesale Fireworks

Mailing Address: PO Box 780604 Wichita, KS 67278

Responsible Party Name: Jacob Marietta [REDACTED] Lynette White [REDACTED]

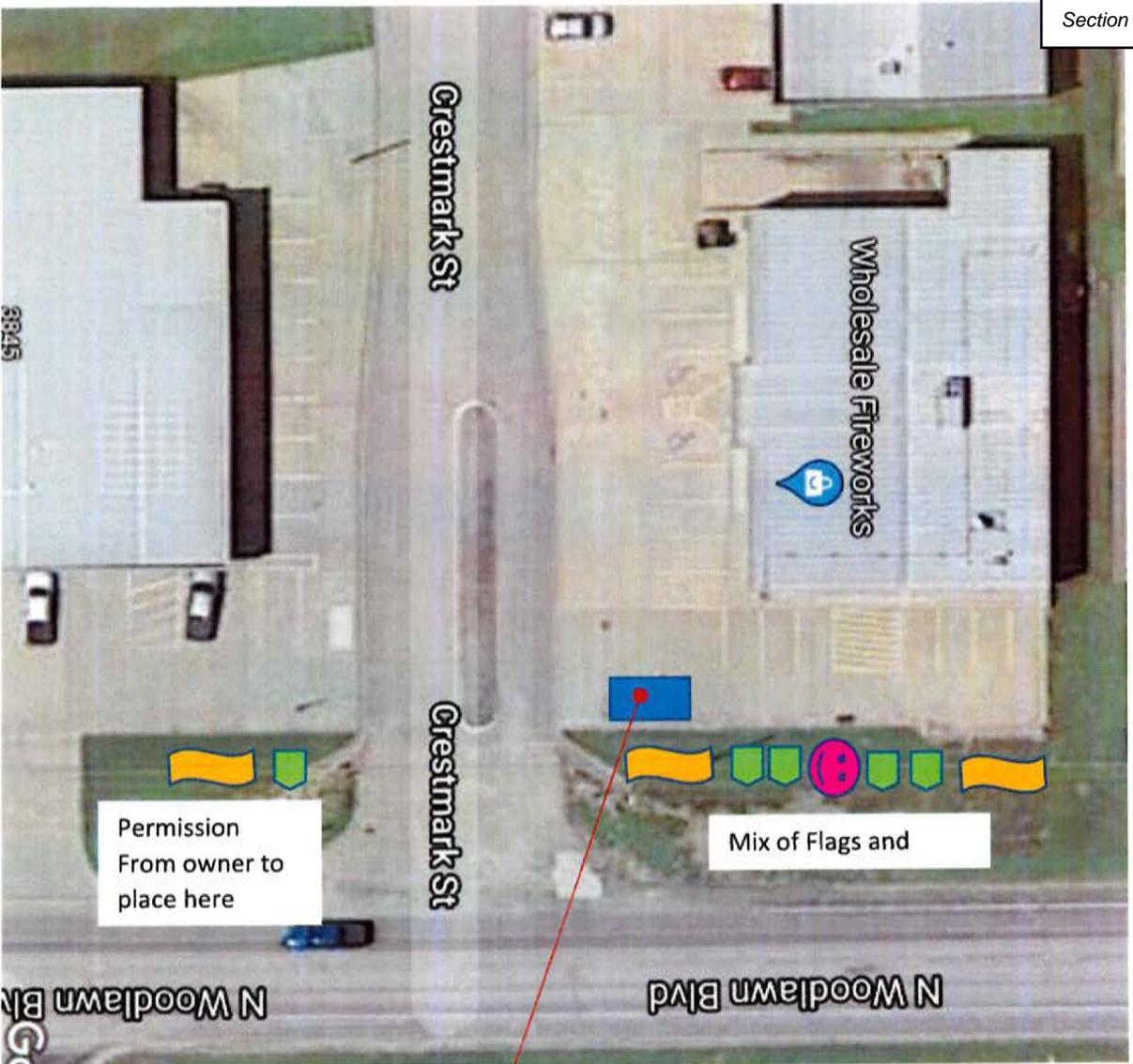
Email Address: [REDACTED] **Phone #** [REDACTED]

Jacob Marietta
SIGNATURE OF RESPONSIBLE PARTY

1-19-2026
DATE

7651 E Central Park
Avenue Bel Aire, KS 67220
Phone: 316-744-2451
www.belairks.gov

Wholesale Fireworks Sign Plan 2024



Bob Inflatable Man - 1



Feathered Flags - 10



Staked Ground Signs - 15

Portable LED Sign - 1

Permission From owner to place here

Mix of Flags and



CITY OF BEL AIRE



APPLICATION FOR RETAIL SALES OF FIREWORKS

Date of Application: 2/2/2026

Square footage of Structure: 4500

OFFICE USE ONLY

APPLICATION REVIEWED AND:

APPROVED _____ DENIED _____

Permit Fee: \$4,400 Receipt # _____

County Application 02/09/2026

Permit # _____

Acceptance/Denial Letter Date: _____

Dates of Operation: June 27 through July 4 of the same year as date of application

Fireworks may be sold from **8:00 a.m. – 10:00 p.m. only**

Permit fees are \$2,500 for structures of 2,500 square feet & under. Structures in excess of 2,500 square feet shall be \$1.00 per square foot.

All Applications must be accompanied with:

- ✓ 1) permit fee 02/03/2026 received
- ✓ 2) a copy of Sedgwick Co. Fire Dept. tent application 02/09/2026 received
- ✓ 3) Insurance certificate(s) including: 02/09/2026 received
 - General comprehensive liability insurance, minimum coverage of \$500,000 per occurrence, with the City of Bel Aire, Kansas, named as an additional insured; AND
 - Product liability insurance, minimum coverage of \$500,000 per occurrence for products sold and/or stored within the city by the vendor

APPLICATION IS MADE BY: Individual Partnership Corporation Non-profit

LOCATION REQUESTED: 9745 East 50th Street North
Bel Aire, Kansas 67226

LOCAL SPONSOR: _____

ORGANIZATION/BUSINESS Waz Up Fireworks, LLC

ADDRESS: 9745 East 50th Street North
Bel Aire, Kansas 67226

NAME & PHONE NUMBER OF RESPONSIBLE PARTY Michael Joseph Wawrzewski III

KS STATE SALES TAX # _____

EMAIL ADDRESS: _____

[Signature] 2/2/2026
SIGNATURE OF RESPONSIBLE PARTY DATE

APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____ 20____

CITY CLERK

[Signature]
CODE ENFORCEMENT OFFICER
Community Development
Director

Handwritten notes:
13579
@ 4505
2/3/26

Waz Up Fireworks Flag Sign locations

9745 East 50th Street North going west along 50th Street to Webb Road

Spaced approximately 15 feet apart. I will mow the grass long the road approximately four feet in and then place the flags 2 feet from the curb.

- ★ Represents the approximate locations of the vertical flags
- ★ Represents the corner sign of Waz Up Fireworks





CITY OF BEL AIRE



APPLICATION FOR RETAIL SALES OF FIREWORKS

Date of Application: 2/20/26
 Square footage of Structure: 1800 SQ FT

OFFICE USE ONLY

Date of Review by City Council: _____

APPROVED Permit # _____

Denied, Reason: _____

Permit Fee: \$2,500 Receipt # _____
CR# 4179

County Application Filed: 02/20/2026

Zoning Admin Approval Date: 2-20-26

ZA Signature: Paula R Owens

Insurance Certificate Received: 02/20/2026

Dates of Operation: June 27 through July 4 of the same year as date of application

Fireworks may be sold from **8:00 a.m. – 10:00 p.m. only**

Permit fees are \$2,500 for structures of 2,500 square feet & under. Structures in excess of 2,500 square feet shall be \$1.00 per square foot.

All Applications must be accompanied with:

- ✓ 1) permit fee (remit to: City of Bel Aire. Memo: Fireworks Permit) 02/20/26
- ✓ 2) a copy of Sedgwick Co. Fire Dept. inspection application - provided 02/20/2026
- ✓ 3) Site diagram (including all signage) provided 02/20/2026
- ✓ 4) Insurance certificate(s) including: - provided 02/20/2026
 - General comprehensive liability insurance, minimum coverage of \$500,000 per occurrence, with the City of Bel Aire, Kansas, named as an additional insured; AND
 - Product liability insurance, minimum coverage of \$500,000 per occurrence for products sold and/or stored within the city by the vendor

Fireworks Sales Location (Street Address or Property PIN#):

4620 N. OLIVER

Organization / Business Name: MIDWEST DANCE BOOSTERS KS State Sales Tax # [REDACTED]

DBA Name (if different): SHOCKER FIREWORKS

Mailing Address: [REDACTED] Wichita Ks

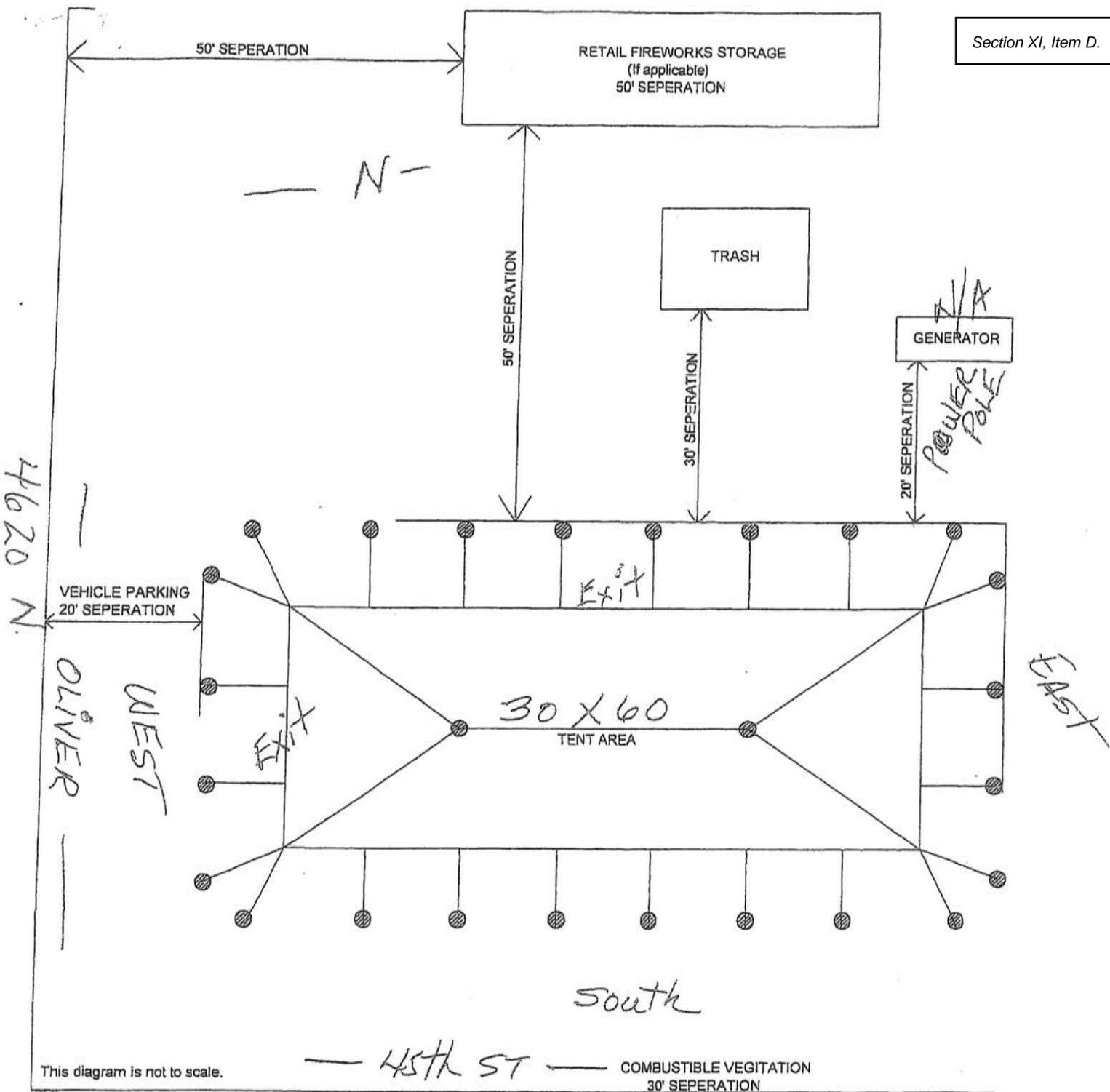
Responsible Party Name: DENNIS FRASCO 67205

Email Address: [REDACTED] Phone # [REDACTED]

Dennis Frasco
SIGNATURE OF RESPONSIBLE PARTY

2/20/26
DATE

7651 E Central Park
Avenue Bel Aire, KS 67220
Phone: 316-744-2451
www.belairks.gov



This diagram is not to scale.

No SIGNAGE - Except Tent Logo

THIS IS AN EXAMPLE OF A SITE PLAN & THE REQUIRED DISTANCES FOR TENTS.

SUPPORT ROPES & GUY WIRES ARE CONSIDERED TO BE PART OF THE TENT.

A complete list of the code requirements can be found in the 2018 International Fire Code, Chapter 31



DATE: March 10, 2026
TO: Ted Henry, City Manger
FROM: Bel Aire City Council
SUBJECT: Solid Waste and Recycling Service Agreement Renewal

UAC Recommendation

The following staff report was presented to the Utility Advisory Committee (UAC) at its March 11th meeting. The UAC agreed with the staff recommendation outlined below.

Background

The City’s generally requires the use of a Request for Proposals (RFP) process for major service contracts. In 2016, the City entered into an agreement with Waste Connections to provide residential trash and recycling services, and Waste Connections has provided those services since that time.

The City recently received a letter from Waste Connections outlining updated contract terms and pricing adjustments, and expressing interest in renewing or extending the current agreement.

The City Council must determine whether to:

- Conduct a new RFP for solid waste and recycling services, or
- Negotiate a contract extension with the current provider.

Industry Context

The solid waste industry operates differently than many other municipal services due to the importance of disposal infrastructure, particularly landfills and transfer stations.

Waste Connections operates major disposal infrastructure serving the Wichita metropolitan area. Disposal and tipping fees represent a large portion of the overall cost of providing trash collection services. Companies that own or control regional transfer stations or landfills have a significant competitive advantage because competing haulers must typically pay disposal fees to those same facilities.

Because of this structure, competition for municipal trash service contracts is often limited, and many municipalities elect to negotiate contract extensions with their current provider rather than conducting frequent RFP processes.

Regional Practices

Several communities in the Wichita metropolitan area utilize Waste Connections as their primary trash or recycling service provider, often through long-term agreements or negotiated arrangements.

Examples include:

- City of Derby – utilizes Waste Connections to provide residential trash and recycling services through a municipal contract.
- City of Park City – contracts with Waste Connections to provide residential solid waste collection services.
- City of Valley Center – also utilizes Waste Connections for residential trash and recycling services. es.
- City of Andover – utilizes Waste Connections as the preferred residential hauler and recycling processor for the

community.

These examples demonstrate that long-term contractual relationships with Waste Connections are common throughout the Wichita area, largely due to the company’s regional infrastructure and service capacity.

Operational Considerations

Another important factor is the physical infrastructure associated with residential trash service.

Waste Connections currently provides trash and recycling carts to Bel Aire residents. If the City were to select a different hauler through an RFP process, the following operational impacts would occur:

- Existing trash and recycling carts would need to be collected from residents throughout the city.
- A new provider would then need to deliver replacement carts to every residence.
- Residents would need to adjust to new collection schedules and service procedures.
- Customer service complaints and missed collections often increase during provider transitions.

Given the number of households in Bel Aire, this transition could involve the collection and redistribution of thousands of trash and recycling carts, creating a significant logistical challenge and potential disruption for residents.

Staff Recommendation

Staff recommends that the City Council authorize the City Manager to negotiate a new or extended agreement with Waste Connections for residential solid waste and recycling services.

Due to the structure of the regional solid waste industry, the company’s ownership and operation of key disposal infrastructure, the practices of neighboring communities, and the logistical challenges associated with changing providers, staff believes negotiating directly with the existing provider represents a practical approach.

Staff will work to ensure any proposed agreement includes:

- Competitive and transparent pricing
- Clearly defined service standards
- Performance expectations and customer service requirements
- Appropriate contract duration and renewal provisions

Any negotiated agreement will be brought back to the City Council for formal approval.

Monthly
**FINANCIAL
REPORT**

**FEBRUARY
2026**



GENERAL FUND SUMMARY



SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Division: 000 - GENERAL						
40 - REVENUES	9,914,111.93	9,914,111.93	190,657.84	3,605,974.75	-6,308,137.18	63.63%
Division: 000 - GENERAL Total:	9,914,111.93	9,914,111.93	190,657.84	3,605,974.75	-6,308,137.18	63.63%
Division: 110 - CITY MANAGER						
50 - EXPENSES - PERSONNEL	349,640.73	349,640.73	23,684.66	51,942.89	297,697.84	85.14%
60 - EXPENSES - COMMODITIES	35,495.00	35,495.00	152.03	1,895.03	33,599.97	94.66%
70 - EXPENSES - CONTRACTUAL	271,950.00	271,950.00	808.57	8,076.04	263,873.96	97.03%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 110 - CITY MANAGER Total:	657,085.73	657,085.73	24,645.26	61,913.96	595,171.77	90.58%
Division: 130 - ENGINEERING						
50 - EXPENSES - PERSONNEL	144,918.60	144,918.60	10,398.11	23,299.14	121,619.46	83.92%
60 - EXPENSES - COMMODITIES	4,100.00	4,100.00	1,438.55	2,167.27	1,932.73	47.14%
70 - EXPENSES - CONTRACTUAL	124,720.00	124,720.00	186.01	420.54	124,299.46	99.66%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 130 - ENGINEERING Total:	273,738.60	273,738.60	12,022.67	25,886.95	247,851.65	90.54%
Division: 140 - FINANCE						
50 - EXPENSES - PERSONNEL	345,884.49	345,884.49	27,680.67	57,098.67	288,785.82	83.49%
60 - EXPENSES - COMMODITIES	8,570.00	8,570.00	396.56	1,691.25	6,878.75	80.27%
70 - EXPENSES - CONTRACTUAL	95,882.00	95,882.00	557.19	29,317.77	66,564.23	69.42%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 140 - FINANCE Total:	450,336.49	450,336.49	28,634.42	88,107.69	362,228.80	80.44%
Division: 150 - GOVERNING BODY						
50 - EXPENSES - PERSONNEL	22,696.50	22,696.50	1,883.90	3,794.67	18,901.83	83.28%
60 - EXPENSES - COMMODITIES	32,975.00	32,975.00	4,077.86	24,176.29	8,798.71	26.68%
70 - EXPENSES - CONTRACTUAL	32,500.00	32,500.00	1,980.21	5,820.21	26,679.79	82.09%
Division: 150 - GOVERNING BODY Total:	88,171.50	88,171.50	7,941.97	33,791.17	54,380.33	61.68%
Division: 160 - HUMAN RESOURCES						
50 - EXPENSES - PERSONNEL	288,940.56	288,940.56	19,943.30	43,661.40	245,279.16	84.89%
60 - EXPENSES - COMMODITIES	30,595.00	30,595.00	1,175.99	3,088.52	27,506.48	89.91%
70 - EXPENSES - CONTRACTUAL	45,480.00	45,480.00	1,271.39	12,987.94	32,492.06	71.44%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 160 - HUMAN RESOURCES Total:	365,015.56	365,015.56	22,390.68	59,737.86	305,277.70	83.63%
Division: 170 - LEGAL						
50 - EXPENSES - PERSONNEL	192,522.58	192,522.58	20,987.37	45,966.61	146,555.97	76.12%
60 - EXPENSES - COMMODITIES	14,797.00	14,797.00	561.19	1,264.79	13,532.21	91.45%
70 - EXPENSES - CONTRACTUAL	69,583.00	69,583.00	409.50	616.05	68,966.95	99.11%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 170 - LEGAL Total:	276,902.58	276,902.58	21,958.06	47,847.45	229,055.13	82.72%
Division: 240 - MUNICIPAL COURT						
50 - EXPENSES - PERSONNEL	119,757.75	119,757.75	8,589.32	18,456.76	101,300.99	84.59%
60 - EXPENSES - COMMODITIES	4,100.00	4,100.00	306.69	448.99	3,651.01	89.05%
70 - EXPENSES - CONTRACTUAL	79,445.00	79,445.00	5,858.63	17,243.40	62,201.60	78.30%
Division: 240 - MUNICIPAL COURT Total:	203,302.75	203,302.75	14,754.64	36,149.15	167,153.60	82.22%
Division: 250 - POLICE						
50 - EXPENSES - PERSONNEL	1,821,226.06	1,821,226.06	133,149.52	310,101.41	1,511,124.65	82.97%
60 - EXPENSES - COMMODITIES	213,107.00	213,107.00	9,813.15	12,737.39	200,369.61	94.02%
70 - EXPENSES - CONTRACTUAL	209,945.00	209,945.00	4,050.32	45,717.33	164,227.67	78.22%

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	67.90	-67.90	0.00%
Division: 250 - POLICE Total:	2,244,278.06	2,244,278.06	147,012.99	368,624.03	1,875,654.03	83.57%
Division: 330 - POOL						
50 - EXPENSES - PERSONNEL	35,325.00	35,325.00	0.00	533.43	34,791.57	98.49%
60 - EXPENSES - COMMODITIES	20,100.00	20,100.00	0.00	114.50	19,985.50	99.43%
70 - EXPENSES - CONTRACTUAL	20,475.00	20,475.00	372.90	470.67	20,004.33	97.70%
80 - EXPENSES - CAPITAL PROJECTS	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%
90 - EXPENSES - TRANSFERS	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%
Division: 330 - POOL Total:	180,900.00	180,900.00	372.90	1,118.60	179,781.40	99.38%
Division: 340 - DAY CAMP						
50 - EXPENSES - PERSONNEL	20,200.00	20,200.00	0.00	622.61	19,577.39	96.92%
60 - EXPENSES - COMMODITIES	5,350.00	5,350.00	0.00	322.86	5,027.14	93.97%
70 - EXPENSES - CONTRACTUAL	2,150.00	2,150.00	0.00	0.00	2,150.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 340 - DAY CAMP Total:	27,700.00	27,700.00	0.00	945.47	26,754.53	96.59%
Division: 350 - RECREATION						
50 - EXPENSES - PERSONNEL	358,574.71	358,574.71	23,962.34	50,717.31	307,857.40	85.86%
60 - EXPENSES - COMMODITIES	74,950.00	74,950.00	3,210.20	4,132.43	70,817.57	94.49%
70 - EXPENSES - CONTRACTUAL	86,163.00	86,163.00	5,768.11	13,334.86	72,828.14	84.52%
80 - EXPENSES - CAPITAL PROJECTS	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00%
Division: 350 - RECREATION Total:	564,687.71	564,687.71	32,940.65	68,184.60	496,503.11	87.93%
Division: 360 - SENIOR SERVICES						
50 - EXPENSES - PERSONNEL	68,492.22	68,492.22	4,791.72	11,925.90	56,566.32	82.59%
60 - EXPENSES - COMMODITIES	4,650.00	4,650.00	401.00	885.67	3,764.33	80.95%
70 - EXPENSES - CONTRACTUAL	15,175.00	15,175.00	183.68	207.02	14,967.98	98.64%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 360 - SENIOR SERVICES Total:	88,317.22	88,317.22	5,376.40	13,018.59	75,298.63	85.26%
Division: 440 - LAND DEVELOPMENT						
60 - EXPENSES - COMMODITIES	79,000.00	79,000.00	0.00	0.00	79,000.00	100.00%
70 - EXPENSES - CONTRACTUAL	13,350.00	13,350.00	2,745.11	3,634.26	9,715.74	72.78%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
90 - EXPENSES - TRANSFERS	2,139,360.00	2,139,360.00	0.00	0.00	2,139,360.00	100.00%
Division: 440 - LAND DEVELOPMENT Total:	2,231,710.00	2,231,710.00	2,745.11	3,634.26	2,228,075.74	99.84%
Division: 510 - PARKS						
50 - EXPENSES - PERSONNEL	182,050.16	182,050.16	4,270.17	13,301.02	168,749.14	92.69%
60 - EXPENSES - COMMODITIES	62,455.00	62,455.00	4,658.45	5,416.21	57,038.79	91.33%
70 - EXPENSES - CONTRACTUAL	58,920.00	58,920.00	2,765.67	4,522.76	54,397.24	92.32%
80 - EXPENSES - CAPITAL PROJECTS	83,000.00	83,000.00	0.00	0.00	83,000.00	100.00%
Division: 510 - PARKS Total:	386,425.16	386,425.16	11,694.29	23,239.99	363,185.17	93.99%
Division: 610 - PLANNING & ZONING						
50 - EXPENSES - PERSONNEL	455,485.33	455,485.33	32,210.53	74,561.00	380,924.33	83.63%
60 - EXPENSES - COMMODITIES	25,700.00	25,700.00	362.87	456.35	25,243.65	98.22%
70 - EXPENSES - CONTRACTUAL	105,307.00	105,307.00	1,133.22	21,030.87	84,276.13	80.03%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 610 - PLANNING & ZONING Total:	586,492.33	586,492.33	33,706.62	96,048.22	490,444.11	83.62%
Division: 910 - CITY HALL						
50 - EXPENSES - PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00%
60 - EXPENSES - COMMODITIES	12,250.00	12,250.00	299.58	672.26	11,577.74	94.51%
70 - EXPENSES - CONTRACTUAL	133,600.00	133,600.00	5,633.49	13,768.79	119,831.21	89.69%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
90 - EXPENSES - TRANSFERS	1,365,000.00	1,365,000.00	0.00	0.00	1,365,000.00	100.00%

Budget Report

For Fiscal: 2026 P

Section XIV, Item A.

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Division: 910 - CITY HALL Total:	1,510,850.00	1,510,850.00	5,933.07	14,441.05	1,496,408.95	99.04%
Total Revenues	9,914,111.93	9,914,111.93	190,657.84	3,605,974.75	-6,308,137.18	63.63%
Total Expenses	10,135,913.69	10,135,913.69	372,129.73	942,689.04	9,193,224.65	90.70%
Fund: 100 - General Fund Surplus (Deficit):	-221,801.76	-221,801.76	-181,471.89	2,663,285.71	2,885,087.47	1,300.75%
Report Surplus (Deficit):	-221,801.76	-221,801.76	-181,471.89	2,663,285.71	2,885,087.47	1,300.75%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-221,801.76	-221,801.76	-181,471.89	2,663,285.71	2,885,087.47
Report Surplus (Deficit):	-221,801.76	-221,801.76	-181,471.89	2,663,285.71	2,885,087.47

BUDGETED FUNDS SUMMARY

NON-GENERAL FUND



Budget Report Group Summary

For Fiscal: 2026 Period Ending: 02/28/2026

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 200 - Special Street & Highway						
Division: 200 - STREETS						
40 - REVENUES	1,274,860.00	1,274,860.00	729.16	69,631.61	-1,205,228.39	94.54%
50 - EXPENSES - PERSONNEL	132,538.52	132,538.52	10,407.75	22,105.51	110,433.01	83.32%
60 - EXPENSES - COMMODITIES	169,200.00	169,200.00	7,036.15	9,955.45	159,244.55	94.12%
70 - EXPENSES - CONTRACTUAL	187,634.00	187,634.00	13,128.95	23,102.87	164,531.13	87.69%
80 - EXPENSES - CAPITAL PROJECTS	955,000.00	955,000.00	0.00	2,649.46	952,350.54	99.72%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 200 - STREETS Surplus (Deficit):	-169,512.52	-169,512.52	-29,843.69	11,818.32	181,330.84	106.97%
Total Revenues	1,274,860.00	1,274,860.00	729.16	69,631.61	-1,205,228.39	94.54%
Total Expenses	1,444,372.52	1,444,372.52	30,572.85	57,813.29	1,386,559.23	96.00%
Fund: 200 - Special Street & Highway Surplus (Deficit):	-169,512.52	-169,512.52	-29,843.69	11,818.32	181,330.84	106.97%

Budget Report

For Fiscal: 2026 P

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 400 - Land Bank Fund						
Division: 400 - FUND 10 DEPT 00						
40 - REVENUES	65,000.00	65,000.00	6,272.36	12,416.60	-52,583.40	80.90%
60 - EXPENSES - COMMODITIES	5,000.00	5,000.00	33.28	33.28	4,966.72	99.33%
70 - EXPENSES - CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 400 - FUND 10 DEPT 00 Surplus (Deficit):	60,000.00	60,000.00	6,239.08	12,383.32	-47,616.68	79.36%
Total Revenues	65,000.00	65,000.00	6,272.36	12,416.60	-52,583.40	80.90%
Total Expenses	5,000.00	5,000.00	33.28	33.28	4,966.72	99.33%
Fund: 400 - Land Bank Fund Surplus (Deficit):	60,000.00	60,000.00	6,239.08	12,383.32	-47,616.68	79.36%

Budget Report

For Fiscal: 2026 P Section XIV, Item A. 6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 410 - Bond & Interest						
Division: 410 - FUND 08 DEPT 00						
40 - REVENUES	4,571,235.00	4,571,235.00	4,727.31	1,934,664.53	-2,636,570.47	57.68%
80 - EXPENSES - CAPITAL PROJECTS	4,477,912.00	4,477,912.00	0.00	0.00	4,477,912.00	100.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 410 - FUND 08 DEPT 00 Surplus (Deficit):	93,323.00	93,323.00	4,727.31	1,934,664.53	1,841,341.53	-1,973.08%
Total Revenues	4,571,235.00	4,571,235.00	4,727.31	1,934,664.53	-2,636,570.47	57.68%
Total Expenses	4,477,912.00	4,477,912.00	0.00	0.00	4,477,912.00	100.00%
Fund: 410 - Bond & Interest Surplus (Deficit):	93,323.00	93,323.00	4,727.31	1,934,664.53	1,841,341.53	-1,973.08%

Budget Report

For Fiscal: 2026 P

Section XIV, Item A. 6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 520 - Water Utility						
Division: 520 - WATER						
40 - REVENUES	4,062,898.00	4,062,898.00	258,768.64	556,943.84	-3,505,954.16	86.29%
50 - EXPENSES - PERSONNEL	512,605.17	512,605.17	37,518.16	74,872.24	437,732.93	85.39%
60 - EXPENSES - COMMODITIES	177,700.00	177,700.00	4,786.65	8,831.20	168,868.80	95.03%
70 - EXPENSES - CONTRACTUAL	2,444,258.00	2,444,258.00	23,923.17	149,663.12	2,294,594.88	93.88%
80 - EXPENSES - CAPITAL PROJECTS	985,314.50	985,314.50	0.00	25,857.25	959,457.25	97.38%
90 - EXPENSES - TRANSFERS	298,200.00	298,200.00	0.00	0.00	298,200.00	100.00%
Division: 520 - WATER Surplus (Deficit):	-355,179.67	-355,179.67	192,540.66	297,720.03	652,899.70	183.82%
Total Revenues	4,062,898.00	4,062,898.00	258,768.64	556,943.84	-3,505,954.16	86.29%
Total Expenses	4,418,077.67	4,418,077.67	66,227.98	259,223.81	4,158,853.86	94.13%
Fund: 520 - Water Utility Surplus (Deficit):	-355,179.67	-355,179.67	192,540.66	297,720.03	652,899.70	183.82%

Budget Report

For Fiscal: 2026 P

Section XIV, Item A. 6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 530 - Sewer Utility						
Division: 530 - SEWER						
40 - REVENUES	3,357,963.00	3,357,963.00	295,362.47	629,745.15	-2,728,217.85	81.25%
50 - EXPENSES - PERSONNEL	485,333.95	485,333.95	34,451.35	78,117.89	407,216.06	83.90%
60 - EXPENSES - COMMODITIES	394,550.00	394,550.00	5,557.24	7,366.19	387,183.81	98.13%
70 - EXPENSES - CONTRACTUAL	2,166,575.00	2,166,575.00	9,779.23	170,825.72	1,995,749.28	92.12%
80 - EXPENSES - CAPITAL PROJECTS	1,031,689.44	1,031,689.44	15,844.72	15,844.72	1,015,844.72	98.46%
90 - EXPENSES - TRANSFERS	318,315.00	318,315.00	0.00	0.00	318,315.00	100.00%
Division: 530 - SEWER Surplus (Deficit):	-1,038,500.39	-1,038,500.39	229,729.93	357,590.63	1,396,091.02	134.43%
Total Revenues	3,357,963.00	3,357,963.00	295,362.47	629,745.15	-2,728,217.85	81.25%
Total Expenses	4,396,463.39	4,396,463.39	65,632.54	272,154.52	4,124,308.87	93.81%
Fund: 530 - Sewer Utility Surplus (Deficit):	-1,038,500.39	-1,038,500.39	229,729.93	357,590.63	1,396,091.02	134.43%

Budget Report

For Fiscal: 2026 P

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 540 - Solid Waste Utility						
Division: 540 - FUND 12 DEPT 00						
40 - REVENUES	760,000.00	760,000.00	70,274.74	142,836.32	-617,163.68	81.21%
70 - EXPENSES - CONTRACTUAL	660,000.00	660,000.00	52,911.68	52,911.68	607,088.32	91.98%
90 - EXPENSES - TRANSFERS	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%
Division: 540 - FUND 12 DEPT 00 Surplus (Deficit):	0.00	0.00	17,363.06	89,924.64	89,924.64	0.00%
Total Revenues	760,000.00	760,000.00	70,274.74	142,836.32	-617,163.68	81.21%
Total Expenses	760,000.00	760,000.00	52,911.68	52,911.68	707,088.32	93.04%
Fund: 540 - Solid Waste Utility Surplus (Deficit):	0.00	0.00	17,363.06	89,924.64	89,924.64	0.00%

Budget Report

For Fiscal: 2026 P

Section XIV, Item A.

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 550 - Stormwater Utility						
Division: 550 - FUND 14 DEPT 00						
40 - REVENUES	99,500.00	99,500.00	189,027.34	198,550.04	99,050.04	99.55%
70 - EXPENSES - CONTRACTUAL	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 550 - FUND 14 DEPT 00 Surplus (Deficit):	-210,500.00	-210,500.00	189,027.34	198,550.04	409,050.04	194.32%
Total Revenues	99,500.00	99,500.00	189,027.34	198,550.04	99,050.04	99.55%
Total Expenses	310,000.00	310,000.00	0.00	0.00	310,000.00	100.00%
Fund: 550 - Stormwater Utility Surplus (Deficit):	-210,500.00	-210,500.00	189,027.34	198,550.04	409,050.04	194.32%
Report Surplus (Deficit):	-1,620,369.58	-1,620,369.58	609,783.69	2,902,651.51	4,523,021.09	279.14%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
200 - Special Street & Highway	-169,512.52	-169,512.52	-29,843.69	11,818.32	181,330.84
400 - Land Bank Fund	60,000.00	60,000.00	6,239.08	12,383.32	-47,616.68
410 - Bond & Interest	93,323.00	93,323.00	4,727.31	1,934,664.53	1,841,341.53
520 - Water Utility	-355,179.67	-355,179.67	192,540.66	297,720.03	652,899.70
530 - Sewer Utility	-1,038,500.39	-1,038,500.39	229,729.93	357,590.63	1,396,091.02
540 - Solid Waste Utility	0.00	0.00	17,363.06	89,924.64	89,924.64
550 - Stormwater Utility	-210,500.00	-210,500.00	189,027.34	198,550.04	409,050.04
Report Surplus (Deficit):	-1,620,369.58	-1,620,369.58	609,783.69	2,902,651.51	4,523,021.09

CITY OF BEL AIRE
STAFF REPORT

DATE: February 30, 2026

TO: City Manager

FROM: Marty McGee, Public Works Director

Water- On 2/9 we gathered and sent our monthly water samples to KDHE. We had a water leak at 4806 N Farmstead that required UMC to come out and bore a new service line across the street. Residents were without water for a short period of time before service was restored.

On 2/16 Apex Construction company hit a fire hydrant at 5031 Toben Ct. The General Superintendent, Edgardo Flores for Apex, was on sight at the time of the accident and is taking care of the repairs. However, the fire department was called out to investigate, as well as Bel Aire PD. A police report was filed, and the case number is 2026-00000780 by Officer M. Gordon. Before and after pictures of the repair will be sent to me to ensure the repairs are done correctly and the thrust block was not disturbed. This fire hydrant is still under warranty from Apex as they were the contractor that installed it. This month we had 86 shutoffs. Monday evening 2/23 we had a water main break at 4333 Gunnison Bel Aire Park. Staff started digging at 6:00pm and finished at 2:19am as we had to remove a 10'x 20' section of concrete before getting to the 4" main. There was a total of 24 residents without water service during the break. UMC was called out to replace the concrete drive. I have included pictures below. The city manager and Nick, our PR manager, were informed at the time of the break.

Streets- Staff have filled several potholes around town this month, potholes have increased due to the snow and cold weather events. Several street signs have been replaced around town; some were faded to the point of being un-legible and some were replaced due to accidents. The school crossing sign on 45th next to Sunrise Christian Academy School was damaged by wind blowing the sign down. Further investigation led to the discovery that the bolts holding this sign were rusted through causing them to be brittle and leading to them being snapped under the strain of the wind. Atlas Electric came out and drilled new anchor bolts to ensure the sign was properly secured. Atlas is also securing two other signs on Woodlawn to ensure they won't fall over. A picture of the sign is below.

Sewer- Staff assisted with a sewer backup at Park City lift station. We had one call out at 6229 E 41st, resident had sewer backing up into his house. Our main was clear and flowing properly. I explained to the residents that this will be his responsibility as our main is flowing as it should. I have created a report on the new sewer grinder pump that is needed for the 37th lift station and it will be presented at the March council meeting. This will be the last pump that will need to be purchased to bring all of our lift stations up to date. Sewer cleaning and televising are going well, and information is being recorded daily.

Parks- All monthly park inspections have been completed. Bel Aire Park had one spinner pole replaced, the pole had split and was unsafe for children to play on. This was presented in January's report. Denise Park's swing height was adjusted as some complaints had been made about their safety. Eagle Lake is having an issue with one of the stand-up equipment not swiveling properly. The contractor has been notified and is going to replace the piece of equipment. This playground is still under manufacture warranty.

Vehicles- Both of our International dump trucks were serviced and DOT inspected after the snow event. Our 550-dump truck was also serviced this month. On 2/17 council approved the purchase of a new forklift for Public Works.

Special events- On 2/19 all staff attended a two-hour storm water management training session held by PEC. This class was held at the new public works facility. Public Works has hired one more employee to

assist with sewer cleaning and daily tasks. Please welcome Brayan Ayala! Brayan brings a strong background in sewer maintenance and is mechanically inclined with schooling in vehicle repair.



45th Steet School sign



Gunnison Water Main Break



STAFF REPORT

DATE: March 10, 2026
TO: Ted Henry, City Manager
Bel Aire Governing Body
FROM: Brian Hayes, Recreation Director
RE: February Activities

Recreation.

- Another successful youth basketball season was completed on February 21st. 100 boys & girls on 15 teams participated this season. Basketball was the first ever youth sport program offered at Bel Aire Rec in 1995-96.
- Indoor Soccer practices began on Feb. 23rd. Nearly 160 youth are participating on 15 teams. Games begin on March 7th and run through April 13th.
- Taekwondo class participation was up a bit with 17 students.
- Exercise classes were steady with 21 participants.
- February drop in gym use was steady with 503 compared to 534 in January.
- VersaSport is still on site renovating the playground. Work has been delayed due to a damaged piece of equipment that had to be reordered. The playground itself should be open before spring break but we still will be planting some trees and repairing the lawn this spring.
- Rec staff continues to prep the baseball & softball fields. WHJBSL and SCA teams begin practicing in early March.
- Over 100 applications have been received so far for 10 seasonal lifeguard, reception, and summer camp positions. Interviews have begun and will continue into March.
- Upcoming programs include Heights Baseball & Softball, Schools Out Camp, and Spring Festival on March 28th.

Seniors

- 228 seniors signed in for cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 748 in January.
- Highlights included a planning committee session, a memory support presentation and several arts & crafts activities. In all there were 14 ongoing programs, 3 special activities, and 5 educational sessions.
- Upcoming Senior activities include an outing, a medication management presentation, quarterly dinner with a musical program as well as the many ongoing baseline programs, games, crafts, and communications.

Swimming Pool

- Rec staff began some needed painting of the pool building. Six inside metal doors and one entrance door were beginning to rust. Additionally, some outside trim was beginning to fade so was given a fresh coat of paint where needed.
- The pool basin will be uncovered in March to determine what repairs will be needed before opening in May.



MANAGER’S REPORT

DATE: March 10, 2026
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: March 17, 2026 Agenda



Appropriations Ordinance (Item VI)

This appropriation ordinance encompasses 02/25/2026 through 03/10/2026 expenses and one payroll cycle. Expenditures amounted to \$1,059,505.99. Of the reported expenses, \$575,525.21 are infrastructure costs for new developments. These costs are paid through special assessments.

Resolution regarding IRB Series 2025B, Waltons (Item A)

The City has issued its Taxable Industrial Revenue Bonds, Series 2025B for the new Waltons facility in the City. In connection with other financing related to the facility, the Small Business Administration and an affiliated lender will take a mortgage on the facility property, and require that the mortgage and related security be superior to the obligations represented by the Industrial Revenue Bonds. To accomplish this superior lien status, the City must agree to subordinate its interests in the bond documents and facility. In this instance, because the Waltons company purchased and is the holder of the Industrial Revenue Bonds, granting such subordination does not practically impact the lien status of the City and its bonds and bond documents, as the Waltons company owes a lease payment to the City and the City owes a bond payment back to the Waltons company in the same amount, meaning the bonds and bond documents secure Waltons payments to itself. Kevin Cowan will be at the meeting to provide more explanation and answer questions.

Design Concept for Multi-Use Path (Item B)

The City of Bel Aire was awarded a grant through the Wichita Area Metropolitan Planning Organization (WAMPO) Transportation Alternatives Program to assist with the development of a multi-use path system within the community. The originally proposed Phase 1 alignment followed the concept identified in the 2019 City’s Bicycle and Pedestrian Plan. The total estimated project cost is \$1,000,000, with \$700,000 covered by grant funds. Following community outreach and a public workshop held on February 17, 2026, staff received a significant amount of public feedback regarding the Phase 1 alignment. While many residents expressed general support for expanding bicycle and pedestrian connectivity throughout the City, concerns were raised about the proposed path location behind residential properties, including issues related to privacy, access to backyards, property impacts, and potential maintenance concerns. Residents also suggested that future pathways should prioritize connections along arterial streets and between major community destinations such as parks, schools, and the Recreation Center. Based on this feedback, staff developed an alternative concept that would provide connectivity while reducing potential impacts to adjacent residential properties. Regardless of which alignment is ultimately pursued, the next step in the process would require preparation of a concept design to determine feasibility, costs, right-of-way needs, and compliance with WAMPO grant requirements. The City Council may provide direction to proceed with concept design for the original Phase 1 alignment, the alternate alignment, or choose not to move forward with the project at this time.

Sidewalk Replacement Program (Item C)

Under State statute, sidewalk repairs are the responsibility of the owner of the abutting property. However, in 2021 the City Council recognized that there is a benefit to all citizens for sidewalks to be in good condition and therefore adopted a policy aimed at assisting homeowners with the cost of repairs. Each year since then, the City Council has approved a new grant program for the fiscal year. After the 2025 program, staff determined that additional language should be added to the program for clarity and to assist in the approval of applications. Paula Downs, Director of Community Development, has provided a detailed report in your packet outlining the proposed updates. Paula will be available for questions at the meeting.

Amended Development Agreement for Chapel Landing 5th (Item D)

The Developer has requested to privately design, construct and inspect the segment of Central Park Avenue located in the Chapel Landing 5th subdivision privately. Once constructed, the street would then be dedicated to the City as a public street. The revision to the Developer's Agreement is necessary to revise the funding, design, construction and inspection responsibilities for this section of street. The Street will be designed, constructed and inspected in accordance with City standards. The design plans will be reviewed by the City Engineer prior to construction. All construction related documents and as-builts will be turned into the City for permanent records and a final walk-through with the City Engineer will occur prior to the City accepting ownership of the newly completed street. There will be no financial costs to the City for signing this Amendment, other than future maintenance to the street.

Fireworks Ordinance (Item E)

The City's current fireworks ordinance contains vague language regarding dates and times for the sale and detonation of fireworks. This has resulted in confusion among residents and retailers, and challenges for police officers in determining when a violation has occurred. On March 3rd, the City Council discussed a draft ordinance and recommended some changes. Maria has provided a revised ordinance and staff report in your packet. Staff recommend approving the ordinance.

Municipal Water Conservation Plan 2026 (Item F)

The Utility Advisory Committee reviews and revises the Municipal Water Conservation Plan annually. As a wholesale water customer to Wichita, Bel Aire is required to submit this plan to Wichita. The 2026 plan is now ready for City Council consideration. Maria will be at the meeting to answer any questions.

Consent Agenda (Item XI)

The consent agenda contains the Minutes of the March 3rd City Council meeting. Three applications for Fireworks Sales Permits are also on the consent agenda. Three vendors have applied for the permits. All three vendors have provided the necessary documentation and paid the required fees. Final inspection of the sales locations will be completed by the Sedgwick County Fire Marshal a few days before sales begin. Staff recommend approval of the applications.

Executive Session (Item XII)

There are two executive sessions on the agenda.

Discussion And Future Issues -Renewal of Solid Waste and Recycling Agreement (Item XIII)

I have provided a report in the agenda packet.