AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
September 01, 2026 7:00 PM

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

II. **ROLL CALL**

Greg David ___ Tyler Dehn ___ Emily Hamburg ___
Brandon McIntosh ___ Mike Proctor ___

III. **OPENING PRAYER**

A. **Michael Wearda**

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

V. **DETERMINE AGENDA ADDITIONS**

VI. **CONSENT AGENDA**

A. **Approval of Minutes of the August 18, 2026 City Council meeting.**

B. **Accept petitions for Phase 2 Paving and Drainage, Sanitary Sewer and Waterline Improvements to serve Bel Aire Lakes Addition.**

C. **Adopt A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Bel Aire; Making Certain Findings with Respect Thereto; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Paving and Drainage Improvements/Bel Aire Lakes Addition Phase 2).**

D. **Adopt A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Bel Aire; Making Certain Findings with Respect Thereto; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Sanitary Sewer Improvements/Bel Aire Lakes Addition Phase 2).**

E. **Adopt A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Bel Aire; Making Certain Findings with Respect Thereto; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Water Line Improvements/Bel Aire Lakes Addition Phase 2).**

F. **Accept petitions for Phase 3 Paving and Drainage, Sanitary Sewer, and Waterline Improvements to serve Bel Aire Lakes Addition.**

G. **Adopt A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Bel Aire; Making Certain Findings with Respect Thereto; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Paving and Drainage Improvements/Bel Aire Lakes Addition Phase 3).**

H. **Adopt A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Bel Aire; Making Certain Findings with Respect Thereto; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Sanitary Sewer Improvements/Bel Aire Lakes Addition Phase 3).**

I. **Adopt A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Bel Aire; Making Certain Findings with Respect Thereto; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Water Line Improvements/Bel Aire Lakes Addition Phase 3).**

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

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. **Consideration of Appropriations Ordinance No. 26-16 in the amount of $762,943.86.**

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 26-16.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

A. **Presentation of Promotion by Chief Darrell Atteberry**

B. **Tara Laughlin, Allen, Gibbs & Houlik, L.C - Annual Audit Presentation**

C. **Presentation on Woodlawn Traffic Control (Robert Miller, PEC)**

IX. PUBLIC HEARING

A. **Public Hearing regarding proposed property tax levy in excess of the Revenue Neutral Rate and adoption of Revenue Neutral Rate Resolution.**

i. Action 1: Open the Public Hearing and receive public comment.

ii. Action 2: Motion to (approve/ deny / table) A Resolution of The City of Bel Aire, Kansas to Levy a Property Tax Rate Exceeding the Revenue Neutral Rate for the 2027 budget and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Brandon McIntosh _____ Mike Proctor _____

iii. Action 3: Motion to close the Public Hearing.

Motion _____ Second _____ Vote _____

B. Public Hearing regarding the 2027 City of Bel Aire Budget

i. Action 1: Open the Public Hearing and receive public comment.

ii. Action 2: Motion to close the Public Hearing.

Motion _____ Second _____ Vote _____

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

XI. REPORTS

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

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of Approving the 2027 City of Bel Aire Budget.

Action: Motion to (approve / deny / table) the 2027 City of Bel Aire Budget as (presented/ amended) and authorize all required signatures.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Brandon McIntosh _____ Mike Proctor ____

B. Consideration of Actions related to Special Assessments.

Action: Motion that the governing body take the following actions:

1. Approve the Statement of Final Costs, Assessment Roll Certification, Notice of Public Hearing, and Form of Notice of Hearing and Statement of Cost Proposed to be Assessed (Exhibits A, B, C, & D) as presented;

2. Establish September 15, 2026 at 7:00 p.m., or as soon thereafter as may be heard, to meet for the purpose of hearing any and all written or oral objections to the respective assessments set forth therein;

3. Authorize the publication by the City Clerk of Exhibit C (Notice of Public Hearing) in the official City newspaper, not less than 10 days prior to such public meeting date;

4. Mail Exhibit D (Form of Notice of Hearing and Statement of Cost Proposed to be Assessed) to each and all owners of property affected by such assessments at their last known post office address on the same date as the publication of Exhibit C; and

5. File each of said documents of record in the office of the City Clerk and make the same available for public inspection.

Motion _____ Second _____ Vote _____

C. Consideration Of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending Approval Of A Zone Change Request From Neighborhood Commercial Office and Retail District (C-1) to Planned Unit Development Commercial Office and Retail District (C-2), generally located at the Northwest corner of East 53rd Street and North Webb Road, Bel Aire, Sedgwick County, Kansas.

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

1. Motion to approve the findings of fact and recommendation of the Planning Commission for PUD-26-03, Adopt the Ordinance as Presented, and authorize the Mayor to sign. (simple majority, 4 votes required)

2. Motion to override the findings of fact and recommendation of the Planning Commission for PUD-26-03, Adopt alternate findings, disapprove the zone change request and Ordinance. (2/3 majority, 4 votes required)

3. Motion to return the findings of fact and recommendation of the Planning Commission for PUD-26-03 to the Planning Commission for further consideration, with a statement specifying the basis for failure to approve or disapprove, the statement is; _____. (simple majority, 4 votes required)

Motion _____ Second _____

Roll Call Vote:

Greg David ___ Tyler Dehn ___ Emily Hamburg ___

Brandon McIntosh ___ Mike Proctor ___ Jim Benage ____

D. **Consideration of Bids and Contract for Janitorial Services.**

Action: Motion to (Approve / Deny / Table) the Bid from _____, in an amount not to exceed $_____; approve the contract (As Presented / As Amended); and authorize the Mayor and city staff to sign all necessary documents.

Motion _____ Second _____ Vote _____

E. **Consideration of an Agreement with Certified Engineering Design, PA (CED) for Professional Services related to Bel Aire Lakes Addition, Phase 2 and Phase 3, Water, Sanitary Sewer, Paving and Drainage Project.**

Action: Motion to (approve / deny / table) the contract with Certified Engineering Design, PA (CED) for Bel Aire Lakes Addition, Phase 2 and Phase 3, Water, Sanitary Sewer, Paving and Drainage Project (As Presented / As Amended) at an amount not to exceed $454,124 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

F. **Consideration of an Ordinance Establishing a City Records Management Program.**

Action: Motion to (approve / deny / table) an Ordinance establishing a City Records Management Program (As Presented / As Amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XIII. EXECUTIVE SESSION

A. **No Executive Session**

XIV. DISCUSSION AND FUTURE ISSUES

A. **City Council Workshop - September 8, 2026 at 7 p.m.**

XV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

A. Financial Report - July 2026

B. City Manager's Report - September 1, 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.belaireks.gov and on YouTube. Please make sure all cell phones and other electronics are turned off and put away.

MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
August 18, 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, City Engineer Anne Stephens, Director of Community Development Paula Downs and City Clerk Melissa Krehbiel.

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

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS

Councilmember McIntosh requested to add a discussion about the Woodlawn detour. Mayor Benage assigned the discussion to agenda item XIII B.

VI. CONSENT AGENDA

A. Approval of Minutes of the August 4, 2026 City Council meeting.

B. Receive, for information only, Change Order No. 5, for the 2026 Street Maintenance & Repairs Project with Kansas Paving.

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 26-15 in the amount of $673,121.94.

MOTION: Councilmember Hamburg moved to approve Appropriations Ordinance No. 26-15. Councilmember McIntosh seconded the motion. ***Motion carried 5-0.***

VIII. CITY REQUESTED APPEARANCES

A. Traffic Study Analysis - 53rd & Oliver and 53rd & Webb

Tim Aziere from Professional Engineering Consultants (PEC) spoke about a recent analysis completed by PEC for two intersections at 53rd and Oliver, and 53rd and Webb Rd. Mr. Aziere referred to a memo from PEC provided in the Council's meeting packet. PEC is recommending four-way stops at both intersections.

MOTION: Councilmember Proctor moved to put a four-way stop at 53rd and Oliver and 53rd and Webb and with the recommendation and direction of the engineering firm, to reduce the speed down to 45 miles per hour. Motion died for lack of second.

Councilmembers discussed possible increased delays at stop signs, and the need for more information about Webb Road traffic patterns.

MOTION: Councilmember Dehn moved to install a four-way stop at 53rd and Oliver. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

IX. CITIZEN CONCERNS

Keith Urlich, 4957 E. Willowpoint Ct, said he recently read in the Wichita Eagle newspaper that Bel Aire will be getting a gas station at 45th and Woodlawn. Mr. Ulrich said that no business has ever done well at that location and it will draw the wrong kind of people at the wrong time of day. He said it makes no sense and it is not a good corporate business. He questioned why are we authorizing someone to build a building there?

X. REPORTS

A. Council Member Reports

Councilmember Dehn reported on a recent Plan Implementation Committee meeting for the K254 Corridor Development Association.

B. Mayor's Report

Mayor Benage reported on the monthly meetings of WAMPO and REAP. He noted that the K-254 Development Association will hold its next meeting on Friday, August 21st in Benton, Kansas, and on Thursday, August 27th, a local water consult meeting will be held at the Wichita Public Library Advanced Learning Center.

C. City Attorney Report

City Attorney Maria Schrock reported on updated payment processes in the Municipal Court. At the next City Council meeting the Council will receive an ordinance regarding establishing the City's records management program.

D. City Manager Report

City Manager Ted Henry reported that Phase 1 of the Woodlawn reconstruction project will be finished soon, and phase 2 will open next Monday. He also reminded everyone that the Bel Aire Chamber of Commerce will hold its next meeting at the Waltons facility on September 3rd and the memorial tree dedication for Art Tenbrink will also be held on September 12th.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS: None.

XII. EXECUTIVE SESSION

A. No Executive Session was held.

XIII. DISCUSSION AND FUTURE ISSUES

A. Discussion/Presentation on Court and Code Enforcement

Paula Downs, Director of Community Development, gave a presentation on Code Enforcement and Court procedures. Certain code violations will now be referred to Municipal Court if they are not resolved through the Code Enforcement process.

B. Woodlawn Detour discussion

Councilmember McIntosh reported he received an email from James Small, about motorists taking an alternate route and not taking the recommended detour. He asked if there was any way to mitigate this situation. Councilmembers discussed installing "local traffic only" signs and barricades. City Manager Ted Henry said that staff would look into the matter and changes may be made for the second phase of construction. No official action was taken by the Council.

C. Discussion/Presentation Draft Document on Short Term Rentals

Paula Downs, Director of Community Development, presented the draft regulations and stood for questions from the Council. Councilmembers discussed each section of the draft regulations. Following discussion, City Manager Ted Henry encouraged the Council to send any further comments to Paula by email. The draft regulations will be revised and brought back to the Council for future consideration. No official action was taken by the Council.

D. (If Needed) Discussion/Presentation Final Draft of the 2027 Budget

This item was not discussed.

XIV. ADJOURNMENT

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

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

_____
Jim Benage, Mayor

ATTEST:

_____
Melissa Krehbiel, City Clerk

BEL AIRE LAKES PHASE 2 PAVING AND DRAINAGE PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Bel Aire Lakes Addition
Lots 7 through 16, Block A
Lots 1 through 13, Block C
Lots 1 through 27, Block D
Lots 15 through 28, Block E

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

(a) That there be constructed pavement on Cypress St from Bluebird Dr to Melissa Ave, Fox Pointe St from Bluebird Dr to Melissa Ave, Bluebird Dr from the West edge of Lot 1 Block E to the West edge of Lot 1 Block C, and Melissa Ave from the West edge of Lot 6 Block A to the West edge of Lot 16 Block A. Drainage is to be installed incidental to the proposed pavement. That said pavement and drainage improvements to serve the area described above be constructed according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) That the estimated and probable cost of the foregoing improvement being **Two-Million Three-Hundred and Five-Thousand Dollars ($2,305,000)**, with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after September 1st, 2026.

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

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

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

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

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

Bel Aire Lakes Addition
Lots 7 through 16, Block A
Lots 1 through 13, Block C
Lots 1 through 27, Block D
Lots 15 through 28, Block E

The above listed lots shall each pay 1/64 of the total cost of improvements.

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

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

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

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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by

either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE

Bel Aire Lakes Addition
Lots 7 through 16, Block A
Lots 1 through 13, Block C
Lots 1 through 27, Block D
Lots 15 through 28, Block E

By: _____ 7/27/26
Basem Krichati, President
Sham Way, LLC

BEL AIRE LAKES PHASE 2 SANITARY SEWER PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Bel Aire Lakes Addition
Lots 7 through 16, Block A
Lots 1 through 25, Block C
Lots 1 through 27, Block D

Cedar Pass Addition
Lots 69 through 77, Block A
Lot 81, Block A

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

(a) That there be constructed an 8" sanitary sewer main and necessary appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) That the estimated and probable cost of the foregoing improvement being **Seven-Hundred Ninety-Four Thousand Dollars ($794,000)**, with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after September 1st, 2026.

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

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

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

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

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

Bel Aire Lakes Addition
Lots 7 through 16, Block A
Lots 1 through 25, Block C
Lots 1 through 27, Block D

Cedar Pass Addition
Lots 69 through 77, Block A
Lot 81, Block A

The above listed lots shall each pay 1/72 of the total cost of improvements.

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

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

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

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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of

Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Bel Aire Lakes Addition Lots 7 through 16, Block A Lots 1 through 25, Block C Lots 1 through 27, Block D	By: _____ Basem Krichati, President Sham Way, LLC	7/27/26
Cedar Pass Addition Lots 69 through 77, Block A Lot 81, Block A	By: _____ Eugene Vitarelli, President Northeast Developers LLC	09/06/2026

BEL AIRE LAKES PHASE 2 WATERLINE PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Bel Aire Lakes Addition
Lots 7 through 16, Block A
Lots 1 through 13, Block C
Lots 1 through 27, Block D
Lots 15 through 28, Block E

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

(a) That there be constructed an 8" water main, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) That the estimated and probable cost of the foregoing improvement being **Four-Hundred Seventy-Five Thousand Dollars ($475,000)**, with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after September 1st, 2026.

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

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

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

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

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

Bel Aire Lakes Addition
Lots 7 through 16, Block A
Lots 1 through 13, Block C
Lots 1 through 27, Block D
Lots 15 through 28, Block E

The above listed lots shall each pay 1/64 of the total cost of improvements.

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

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

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

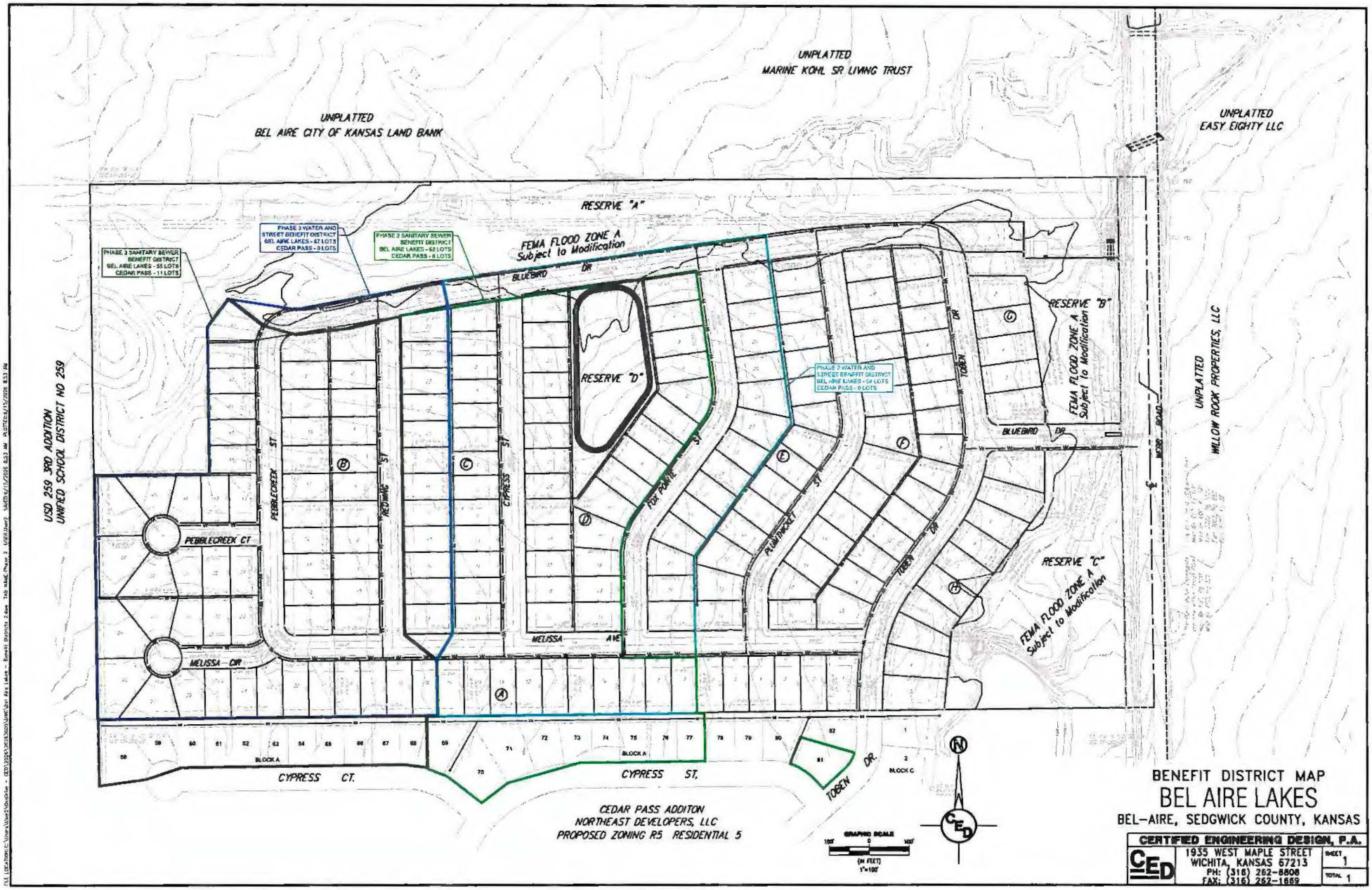
3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the

proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Bel Aire Lakes Addition Lots 7 through 16, Block A Lots 1 through 13, Block C Lots 1 through 27, Block D Lots 15 through 28, Block E	By:  Basem Krichati, President Sham Way, LLC	7/27/26


UNPLATTED
MARINE KOHL SR LIVING TRUST
UNPLATTED
BEL AIRE CITY OF KANSAS LAND BANK
UNPLATTED
EASY EIGHTY LLC
RESERVE "A"
FEMA FLOOD ZONE A
Subject to Modification
PHASE 3 WATER AND
STREET BENEFIT DISTRICT
BEL AIRE LAKES - 67 LOTS
CEDAR PASS - 0 LOTS
PHASE 3 SANITARY SEWER
BENEFIT DISTRICT
BEL AIRE LAKES - 55 LOTS
CEDAR PASS - 11 LOTS
PHASE 3 SANITARY SEWER
BENEFIT DISTRICT
BEL AIRE LAKES - 62 LOTS
CEDAR PASS - 8 LOTS
PHASE 2 WATER AND
STREET BENEFIT DISTRICT
BEL AIRE LAKES - 54 LOTS
CEDAR PASS - 0 LOTS
BLUEBIRD DR
RESERVE "D"
RESERVE "B"
FEMA FLOOD ZONE A
Subject to Modification
RESERVE "C"
FEMA FLOOD ZONE A
Subject to Modification
USD 259 3RD ADDITION
UNIFIED SCHOOL DISTRICT NO 259
UNPLATTED
WILLOW ROCK PROPERTIES, LLC
PEBBLECREEK ST
REDWING ST
CYPRESS ST
FOX POINTE ST
PLUMROCK ST
TOBEN DR
PEBBLECREEK CT
MELISSA CIR
MELISSA AVE
BLOCK A
BLOCK C
CYPRESS CT.
CYPRESS ST.
TOBEN DR.
CEDAR PASS ADDITON
NORTHEAST DEVELOPERS, LLC
PROPOSED ZONING R5 RESIDENTIAL 5
GRAPHIC SCALE
(IN FEET)
1"=100'
BENEFIT DISTRICT MAP
BEL AIRE LAKES
BEL-AIRE, SEDGWICK COUNTY, KANSAS
CERTIFIED ENGINEERING DESIGN, P.A.
1935 WEST MAPLE STREET
WICHITA, KANSAS 67213
PH: (316) 262-8808
FAX: (316) 262-1869
SHEET 1
TOTAL 1

Gilmore & Bell, P.C.
08/25/2026

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON SEPTEMBER 1, 2026**

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

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING AND DRAINAGE IMPROVEMENTS/BEL AIRE LAKES ADDITION PHASE 2).

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

Yea: _____.

Nay: _____.

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

_____
Clerk

Gilmore & Bell, P.C.
08/25/2026

(Published on the official City newspaper, www.belaireks.gov, on September [__], 2026)

RESOLUTION NO. [___]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING AND DRAINAGE IMPROVEMENTS/BEL AIRE LAKES ADDITION PHASE 2).

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

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

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

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

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

That there be constructed pavement on Cypress St. from Bluebird Dr. to Melissa Ave., Fox Pointe St. from Bluebird Dr. to Melissa Ave., Bluebird Dr. from the West edge of Lot 1 Block E to the West edge of Lot 1 Block C, and Melissa Ave. from the West edge of Lot 6 Block A to the West edge of Lot 16 Block A. Drainage is to be installed incidental to the proposed pavement. That said pavement and drainage improvements to serve the area described below be constructed according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: $2,305,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2026.

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

Bel Aire Lakes Addition
Lots 7 through 16, Block A
Lots 1 through 13, Block C
Lots 1 through 27, Block D
Lots 15 through 28, Block E

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: the above listed lots in the Improvement District shall each pay 1/64 of the assessed cost of Improvements.

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

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on September 1, 2026.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on September 1, 2026 as the same appears of record in my office.

DATED: September 1, 2026.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
08/25/2026

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON SEPTEMBER 1, 2026**

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

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/BEL AIRE LAKES ADDITION PHASE 2).

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

Yea: _____.

Nay: _____.

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

_____
Clerk

Gilmore & Bell, P.C.
08/25/2026

(Published on the official City newspaper, www.belaireks.gov, on September [__], 2026)

RESOLUTION NO. [___]_____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/BEL AIRE LAKES ADDITION PHASE 2).

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

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

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

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

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

That there be constructed an 8" sanitary sewer main and necessary appurtenances to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire , Kansas.

(b) The estimated or probable cost of the Improvements is: $794,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2026.

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

Bel Aire Lakes Addition
Lots 7 through 16, Block A
Lots 1 through 25, Block C
Lots 1 through 27, Block D

Cedar Pass Addition
Lots 69 through 77, Block A
Lot 81, Block A

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: the above listed lots in the Improvement District shall each pay 1/72 of the assessed cost of Improvements.

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on September 1, 2026.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on September 1, 2026 as the same appears of record in my office.

DATED: September 1, 2026.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
08/25/2026

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON SEPTEMBER 1, 2026**

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

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER LINE IMPROVEMENTS/BEL AIRE LAKES ADDITION PHASE 2).

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

Yea: _____

Nay: _____

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

_____
Clerk

Gilmore & Bell, P.C.
08/25/2026

(Published on the official City newspaper, www.belaireks.gov, on September [__], 2026)

RESOLUTION NO. [_____]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER LINE IMPROVEMENTS/BEL AIRE LAKES ADDITION PHASE 2).

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record, whether resident or not, of more than one-half of the area liable to be assessed under the proposal, and is therefore sufficient in accordance with the provisions of the Act.

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

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

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

Construction of an eight-inch (8") water main, including necessary water mains, pipes, valves, hydrants, meters and appurtenances, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: $475,000; said estimate as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2026.

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

Bel Aire Lakes Addition
Lots 7 through 16, Block A
Lots 1 through 13, Block C
Lots 1 through 27, Block D
Lots 15 through 28, Block E

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: the above listed lots in the Improvement District shall each pay 1/64 of the assessed cost of Improvements.

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

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

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

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

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

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

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ADOPTED by the governing body of the City on September 1, 2026.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

BEL AIRE LAKES PHASE 3 SANITARY SEWER PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Bel Aire Lakes Addition
Lots 17 through 49, Block A
Lots 1 through 22, Block B

Cedar Pass Addition
Lots 58 through 68, Block A

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

(a) That there be constructed an 8" sanitary sewer main and necessary appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) That the estimated and probable cost of the foregoing improvement being **Seven-Hundred Twelve Thousand Dollars ($712,000)**, with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after September 1st, 2026.

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

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

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

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

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

Bel Aire Lakes Addition
Lots 17 through 49, Block A
Lots 1 through 22, Block B

Cedar Pass Addition
Lots 58 through 68, Block A

The above listed lots shall each pay 1/66 of the total cost of improvements.

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

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

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

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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the

proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Bel Aire Lakes Addition Lots 17 through 49, Block A Lots 1 through 22, Block B	By: _____ Basem Krichati, President Sham Way, LLC	7/27/26
Cedar Pass Addition Lots 58 through 68, Block A	By: _____ Eugene Vitarelli, President Northeast Developers LLC	8/6/2026

BEL AIRE LAKES PHASE 3 PAVING AND DRAINAGE PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Bel Aire Lakes Addition
Lots 17 through 49, Block A
Lots 1 through 22, Block B
Lots 14 through 25, Block C

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

(a) That there be constructed pavement on Pebblcreek St, Pebblecreek Ct, Redwing St, Melissa Cir, Bluebird Dr from the West edge of Lot 1 Block C to Pebblecreek St, and Melissa Ave from the West edge of Lot 16 Block A to Pebblecreek St. Drainage is to be installed incidental to the proposed pavement. That said pavement and drainage improvements to serve the area described above be constructed according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) That the estimated and probable cost of the foregoing improvement being **One-Million Eight-Hundred and Sixty-Five Thousand Dollars ($1,865,000)**, with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after September 1st, 2026.

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

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

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

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

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

Bel Aire Lakes Addition
Lots 17 through 49, Block A
Lots 1 through 22, Block B
Lots 14 through 25, Block C

The above listed lots shall each pay 1/67 of the total cost of improvements.

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Bel Aire Lakes Addition Lots 17 through 49, Block A Lots 1 through 22, Block B Lots 14 through 25, Block C	By: _____ Basem Krichati, President Sham Way, LLC	7/27/26

BEL AIRE LAKES PHASE 3 WATERLINE PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Bel Aire Lakes Addition
Lots 17 through 49, Block A
Lots 1 through 22, Block B
Lots 14 through 25, Block C

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

(a) That there be constructed an 8" water main, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) That the estimated and probable cost of the foregoing improvement being **Four-Hundred Seventy-Eight Thousand Dollars ($478,000)**, with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after September 1st, 2026.

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

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

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

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

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

Bel Aire Lakes Addition
Lots 17 through 49, Block A
Lots 1 through 22, Block B
Lots 14 through 25, Block C

The above listed lots shall each pay 1/67 of the total cost of improvements.

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

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

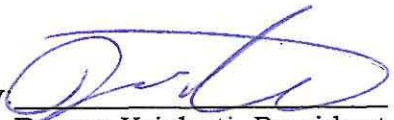
2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

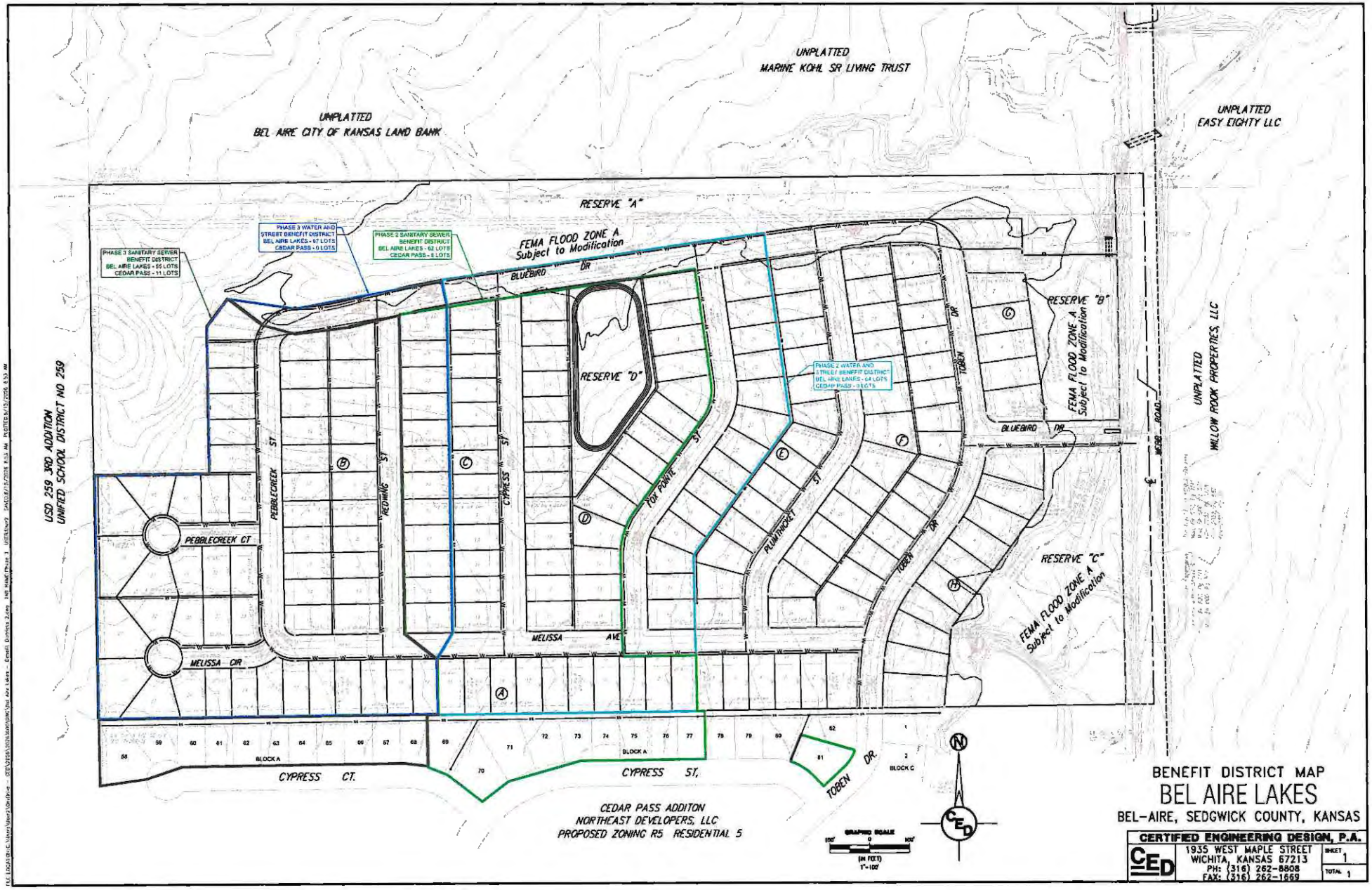
3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

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

statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Bel Aire Lakes Addition Lots 17 through 49, Block A Lots 1 through 22, Block B Lots 14 through 25, Block C	By:  Basem Krichati, President Sham Way, LLC	7/27/26


UNPLATTED
MARINE KOHL SR LIVING TRUST
UNPLATTED
BEL AIRE CITY OF KANSAS LAND BANK
UNPLATTED
EASY EIGHTY LLC
RESERVE "A"
FEMA FLOOD ZONE A
Subject to Modification
PHASE 3 WATER AND STREET BENEFIT DISTRICT
BEL AIRE LAKES - 67 LOTS
CEDAR PASS - 0 LOTS
PHASE 2 SANITARY SEWER BENEFIT DISTRICT
BEL AIRE LAKES - 62 LOTS
CEDAR PASS - 8 LOTS
PHASE 3 SANITARY SEWER BENEFIT DISTRICT
BEL AIRE LAKES - 55 LOTS
CEDAR PASS - 11 LOTS
PHASE 2 WATER AND STREET BENEFIT DISTRICT
BEL AIRE LAKES - 64 LOTS
CEDAR PASS - 9 LOTS
BLUEBIRD DR
RESERVE "D"
RESERVE "B"
FEMA FLOOD ZONE A
Subject to Modification
RESERVE "C"
FEMA FLOOD ZONE A
Subject to Modification
USD 259 3RD ADDITION
UNIFIED SCHOOL DISTRICT NO 259
PEBBLECREEK ST
PEBBLECREEK CT
REDWING ST
CYPRESS ST
FOX POINTE ST
PLUMTHICKET ST
TOBEN DR
WEST ROAD
MELISSA AVE
MELISSA CIR
CYPRESS CT.
CYPRESS ST.
TOBEN DR
BLOCK A
BLOCK C
UNPLATTED
WILLOW ROCK PROPERTIES, LLC
CEDAR PASS ADDITON
NORTHEAST DEVELOPERS, LLC
PROPOSED ZONING R5 RESIDENTIAL 5
GRAPHIC SCALE
(IN FEET)
1"=100'
BENEFIT DISTRICT MAP
BEL AIRE LAKES
BEL-AIRE, SEDGWICK COUNTY, KANSAS
CERTIFIED ENGINEERING DESIGN, P.A.
1935 WEST MAPLE STREET
WICHITA, KANSAS 67213
PH: (316) 262-8808
FAX: (316) 262-1669
SHEET 1
TOTAL 1

Gilmore & Bell, P.C.
08/25/2026

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON SEPTEMBER 1, 2026**

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

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING AND DRAINAGE IMPROVEMENTS/BEL AIRE LAKES ADDITION PHASE 3).

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

Yea: _____.

Nay: _____.

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

_____
Clerk

Gilmore & Bell, P.C.
08/25/2026

(Published on the official City newspaper, www.belaireks.gov, on September [__], 2026)

RESOLUTION NO. [___]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING AND DRAINAGE IMPROVEMENTS/BEL AIRE LAKES ADDITION PHASE 3).

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

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

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

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

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

That there be constructed paving on Pebblcreek St., Pebblecreek Ct., Redwing St., Melissa Cir., Bluebird Dr. from the West edge of Lot 1 Block C to Pebblecreek St., and Melissa Ave. from the West edge of Lot 16 Block A to Pebblecreek St. Drainage to be installed incidental to the proposed pavement. That said pavement and drainage improvements to serve the area described below be constructed according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: $1,865,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2026.

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

Bel Aire Lakes Addition
Lots 17 through 49, Block A
Lots 1 through 22, Block B
Lots 14 through 25, Block C

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: the above listed lots in the Improvement District shall each pay 1/67 of the assessed cost of Improvements.

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

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on September 1, 2026.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on September 1, 2026 as the same appears of record in my office.

DATED: September 1, 2026.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
08/25/2026

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON SEPTEMBER 1, 2026**

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

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/BEL AIRE LAKES ADDITION PHASE 3).

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

Yea: _____.

Nay: _____.

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

_____
Clerk

Gilmore & Bell, P.C.
08/25/2026

(Published on the City website, www.belaireks.gov, on September [__], 2026)

RESOLUTION NO. [___]_____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/BEL AIRE LAKES ADDITION PHASE 3).

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

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

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

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

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

That there be constructed an 8" sanitary sewer main and necessary appurtenances to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire , Kansas.

(b) The estimated or probable cost of the Improvements is: $712,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2026.

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

Bel Aire Lakes Addition
Lots 17 through 49, Block A
Lots 1 through 22, Block B

Cedar Pass Addition
Lots 58 through 68, Block A

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: the above listed lots in the Improvement District shall each pay 1/66 of the assessed cost of Improvements.

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on September 1, 2026.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on September 1, 2026 as the same appears of record in my office.

DATED: September 1, 2026.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
08/25/2026

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON SEPTEMBER 1, 2026**

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

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER LINE IMPROVEMENTS/BEL AIRE LAKES ADDITION PHASE 3).

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

Yea: _____

Nay: _____

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

_____
Clerk

Gilmore & Bell, P.C.
08/25/2026

(Published on the official City newspaper, www.belaireks.gov, on September [__], 2026)

RESOLUTION NO. [_____]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER LINE IMPROVEMENTS/BEL AIRE LAKES ADDITION PHASE 3).

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record, whether resident or not, of more than one-half of the area liable to be assessed under the proposal, and is therefore sufficient in accordance with the provisions of the Act.

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

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

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

Construction of an eight-inch (8") water main, including necessary water mains, pipes, valves, hydrants, meters and appurtenances, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: $478,000; said estimate as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2026.

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

Bel Aire Lakes Addition
Lots 17 through 49, Block A
Lots 1 through 22, Block B
Lots 14 through 25, Block C

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: the above listed lots in the Improvement District shall each pay 1/67 of the assessed cost of Improvements.

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

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

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

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

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

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

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ADOPTED by the governing body of the City on September 1, 2026.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

City of Bel Aire, KS

AP ORDINANCE
By Vendor DBA

Payment Dates 8/12/2026 - 8/25/2026

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 3086 -					
ANYTIME LAB TESTING, INC.	EMPLOYMENT DRUG TESTING	08/19/2026	08/21/2026		21.00
ANYTIME LAB TESTING, INC.	EMPLOYMENT DRUG TESTING	08/19/2026	08/21/2026		21.00
				Vendor DBA 3086 - ANYTIME LAB TESTING, INC. Total:	**42.00**
Vendor DBA: 0055 - ARK VALLEY NEWS					
ARK VALLEY NEWS	PUBLICATIONS	08/13/2026	08/14/2026		72.96
ARK VALLEY NEWS	PUBLICATIONS	08/13/2026	08/14/2026		500.00
ARK VALLEY NEWS	PUBLICATIONS	08/13/2026	08/14/2026		241.00
				Vendor DBA 0055 - ARK VALLEY NEWS Total:	**813.96**
Vendor DBA: 0174 -					
BANK OF NEW YORK MELLON ...	07/26 O&M/DEBT SVC	08/13/2026	08/13/2026		60,412.79
BANK OF NEW YORK MELLON ...	07/26 O&M/DEBT SVC	08/13/2026	08/13/2026		43,113.30
				Vendor DBA 0174 - BANK OF NEW YORK MELLON TRUST Total:	**103,526.09**
Vendor DBA: 3140 -					
BLYTHE MIER	POOL RENTAL REFUND	08/18/2026	08/21/2026		120.00
				Vendor DBA 3140 - BLYTHE MIER Total:	**120.00**
Vendor DBA: 3143 - BRAGG LAW LLC					
BRAGG LAW LLC	LEGAL SERVICES	08/20/2026	08/21/2026		260.00
				Vendor DBA 3143 - BRAGG LAW LLC Total:	**260.00**
Vendor DBA: 2095 -					
CENTRAL MECHANICAL WICHI...	HVAC REPAIR-REC	08/13/2026	08/14/2026		264.00
				Vendor DBA 2095 - CENTRAL MECHANICAL WICHITA,LLC Total:	**264.00**
Vendor DBA: 0170 -					
CHISHOLM CREEK UTILITY AU...	06/26 CCUA CONTINGENCY	08/13/2026	08/14/2026		3,000.00
CHISHOLM CREEK UTILITY AU...	06/26 CCUA CONTINGENCY	08/13/2026	08/14/2026		2,820.00
				Vendor DBA 0170 - CHISHOLM CREEK UTILITY AUTH. Total:	**5,820.00**
Vendor DBA: 0383 -					
CITY OF BEL AIRE	WATER REBATE CREDIT TO UB...	08/20/2026	08/21/2026		200.00
				Vendor DBA 0383 - CITY OF BEL AIRE Total:	**200.00**
Vendor DBA: 2161 - COOPER LAW OFFICES					
COOPER LAW OFFICES	CRT APPOINTED ATTY SVC	08/12/2026	08/14/2026		1,079.00
				Vendor DBA 2161 - COOPER LAW OFFICES Total:	**1,079.00**
Vendor DBA: 2062 -					
CORE & MAIN	WATER METER SUPPLIES	08/12/2026	08/14/2026		1,094.65
				Vendor DBA 2062 - CORE & MAIN Total:	**1,094.65**
Vendor DBA: 0050 -					
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/14/2026	08/16/2026		63.75
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/14/2026	08/16/2026		63.75
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/14/2026	08/16/2026		63.76
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/14/2026	08/16/2026		63.75
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-WATER	08/14/2026	08/14/2026		154.95
				Vendor DBA 0050 - COX COMMUNICATIONS, INC Total:	**409.96**
Vendor DBA: 1798 -					
CRAFCO, INC	MATERIALS/SUPPLIES-STREET...	08/20/2026	08/21/2026		4,410.00
				Vendor DBA 1798 - CRAFCO, INC Total:	**4,410.00**
Vendor DBA: 2599 -					
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PD	08/12/2026	08/14/2026		23.00
CULLIGAN OF WICHITA / WICH..	WATER SERVICE-CH	08/12/2026	08/14/2026		42.00
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	08/12/2026	08/14/2026		9.09
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	08/12/2026	08/14/2026		9.08

AP ORDINANCE **Payment Da** **26**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	08/12/2026	08/14/2026		9.09
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	08/12/2026	08/14/2026		9.09
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PD	08/12/2026	08/14/2026		32.50
CULLIGAN OF WICHITA / WICH..	WATER SERVICE-CH	08/12/2026	08/14/2026		51.50
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	08/12/2026	08/14/2026		11.45
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	08/12/2026	08/14/2026		11.45
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	08/12/2026	08/14/2026		11.45
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	08/12/2026	08/14/2026		11.45
				Vendor DBA 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING,INC Total:	**231.15**
Vendor DBA: 1802 -					
EMPOWER RETIREMENT 457	457 CITY MANAGER	08/13/2026	08/13/2026		577.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	08/13/2026	08/13/2026		799.00
				Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:	**1,376.00**
Vendor DBA: 0046 -					
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	08/05/2026	08/14/2026		8,506.91
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	08/17/2026	08/19/2026		32.92
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	08/17/2026	08/19/2026		60.87
EVERGY KANSAS CENTRAL INC	LIFT STATION	08/14/2026	08/17/2026		110.66
				Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:	**8,711.36**
Vendor DBA: 2654 -					
EXPERT AUTO CENTER	ADMIN-MAINTENANCE/REPAIR	08/13/2026	08/14/2026		4,276.48
				Vendor DBA 2654 - EXPERT AUTO CENTER Total:	**4,276.48**
Vendor DBA: 0587 -					
FEDEX - FEDERAL EXPRESS CO...	WATER SAMPLES-SEWER CA...	08/19/2026	08/21/2026		153.86
FEDEX - FEDERAL EXPRESS CO...	WATER SAMPLES	08/19/2026	08/21/2026		134.86
				Vendor DBA 0587 - FEDEX - FEDERAL EXPRESS CORPORATION Total:	**288.72**
Vendor DBA: 0010 -					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	08/13/2026	08/13/2026		13,763.00
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	08/13/2026	08/13/2026		321.88
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	08/13/2026	08/13/2026		1,977.90
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	08/13/2026	08/13/2026		964.22
FICA/FEDERAL W/H	FEDERAL W/H TAXES	08/13/2026	08/13/2026		7,310.73
FICA/FEDERAL W/H	FEDERAL W/H TAXES	08/13/2026	08/13/2026		163.52
FICA/FEDERAL W/H	FEDERAL W/H TAXES	08/13/2026	08/13/2026		1,366.05
FICA/FEDERAL W/H	FEDERAL W/H TAXES	08/13/2026	08/13/2026		546.90
FICA/FEDERAL W/H	MEDICARE/FICA	08/13/2026	08/13/2026		3,218.76
FICA/FEDERAL W/H	MEDICARE/FICA	08/13/2026	08/13/2026		75.28
FICA/FEDERAL W/H	MEDICARE/FICA	08/13/2026	08/13/2026		462.58
FICA/FEDERAL W/H	MEDICARE/FICA	08/13/2026	08/13/2026		225.48
				Vendor DBA 0010 - FICA/FEDERAL W/H Total:	**30,396.30**
Vendor DBA: 0241 -					
HAWKS INTER-STATE PESTMA...	CH-HAWKS PEST CONTROL	08/20/2026	08/21/2026		107.76
HAWKS INTER-STATE PESTMA...	REC-HAWKS PEST CONTROL	08/20/2026	08/21/2026		92.76
				Vendor DBA 0241 - HAWKS INTER-STATE PESTMASTERS Total:	**200.52**
Vendor DBA: 1188 -					
HENRY HELGERSON COMPANY..	STAGE RENTAL/SET UP	08/19/2026	08/21/2026		992.00
				Vendor DBA 1188 - HENRY HELGERSON COMPANY, INC. Total:	**992.00**
Vendor DBA: 2470 -					
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	08/12/2026	08/14/2026		32.24
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	08/12/2026	08/14/2026		118.82
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	08/12/2026	08/14/2026		104.07
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	08/12/2026	08/14/2026		1,011.23
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	08/12/2026	08/14/2026		104.06
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	08/12/2026	08/14/2026		104.06
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	08/12/2026	08/14/2026		104.06
				Vendor DBA 2470 - IDEATEK TELECOM Total:	**1,578.54**

AP ORDINANCE **Payment Da** **26**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 2582 -					
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		89.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		44.87
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		134.36
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		134.36
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		89.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		89.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		67.18
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		716.91
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		201.54
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		44.87
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		44.87
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		223.85
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		44.87
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		223.85
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/31/2026	08/14/2026		223.85
IMAGINE IT INC	IT MANAGE SERVICE/COMPU...	08/19/2026	08/21/2026		2,444.41
IMAGINE IT INC	IT MANAGE SERVICE/COMPU...	08/19/2026	08/21/2026		2,444.41
IMAGINE IT INC	IT MANAGE SERVICE/COMPU...	08/19/2026	08/21/2026		2,444.42
IMAGINE IT INC	IT MANAGE SERVICE/COMPU...	08/19/2026	08/21/2026		1,222.20
IMAGINE IT INC	IT MANAGE SERVICE/COMPU...	08/19/2026	08/21/2026		1,222.20
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		326.33
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		163.60
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		489.92
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		489.92
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		326.33
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		326.33
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		244.96
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		2,614.08
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		734.89
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		163.60
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		163.60
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		816.25
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		163.60
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		816.25
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	08/19/2026	08/21/2026		816.25
				Vendor DBA 2582 - IMAGINE IT INC Total:	**20,807.40**
Vendor DBA: 2715 -					
INFOSEND INC	UTILITY INSERT	08/12/2026	08/14/2026		19.73
INFOSEND INC	UTILITY INSERT	08/12/2026	08/14/2026		39.45
INFOSEND INC	UTILITY INSERT	08/12/2026	08/14/2026		39.45
INFOSEND INC	UTILITY BILLS	08/12/2026	08/14/2026		799.50
INFOSEND INC	UTILITY INSERT	08/12/2026	08/14/2026		49.31
INFOSEND INC	UTILITY LATE NOTICES	08/12/2026	08/14/2026		205.62
INFOSEND INC	UTILITY INSERT	08/12/2026	08/14/2026		49.31
INFOSEND INC	UTILITY LATE NOTICES	08/12/2026	08/14/2026		205.62
INFOSEND INC	UTILITY BILLS	08/12/2026	08/14/2026		799.50
				Vendor DBA 2715 - INFOSEND INC Total:	**2,207.49**
Vendor DBA: 2786 -					
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	08/18/2026	08/21/2026		5,725.50
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	08/18/2026	08/21/2026		323.40
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	08/18/2026	08/21/2026		877.80
				Vendor DBA 2786 - JAY C HINKEL, ATTORNEY AT LAW Total:	**6,926.70**
Vendor DBA: 1665 -					
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC	08/12/2026	08/14/2026		253.50
				Vendor DBA 1665 - JOY K WILLIAMS, ATTY AT LAW Total:	**253.50**
Vendor DBA: 0196 -					
K P E R S	KP&F	08/13/2026	08/13/2026		11,474.15
K P E R S	KPERS 1	08/13/2026	08/13/2026		856.46

AP ORDINANCE **Payment Da** **26**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
K P E R S	KPERS 1	08/13/2026	08/13/2026		460.07
K P E R S	KPERS 1	08/13/2026	08/13/2026		1,041.33
K P E R S	KPERS 1	08/13/2026	08/13/2026		408.32
K P E R S	KPERS 2	08/13/2026	08/13/2026		2,026.47
K P E R S	KPERS 2	08/13/2026	08/13/2026		537.43
K P E R S	KPERS 3	08/13/2026	08/13/2026		7,628.89
K P E R S	KPERS 3	08/13/2026	08/13/2026		1,112.89
K P E R S	KPERS 3	08/13/2026	08/13/2026		974.51
				Vendor DBA 0196 - K P E R S Total:	**26,520.52**
Vendor DBA: 1642 -					
KANSAS DEPT OF HEALTH & E...	LOAN DEBT SVC PAYMENT	08/13/2026	08/14/2026		13,384.92
KANSAS DEPT OF HEALTH & E...	LOAN DEBT SVC PAYMENT	08/13/2026	08/14/2026		2,169.73
KANSAS DEPT OF HEALTH & E...	LOAN DEBT SVC PAYMENT	08/13/2026	08/14/2026		290.07
				Vendor DBA 1642 - KANSAS DEPT OF HEALTH & ENVIRONMENT Total:	**15,844.72**
Vendor DBA: 0199 -					
KANSAS DEPT OF REV:SALES T...	07/26 SALES TAX	08/18/2026	08/19/2026		1,703.03
				Vendor DBA 0199 - KANSAS DEPT OF REV:SALES TAX Total:	**1,703.03**
Vendor DBA: 0197 -					
KANSAS DEPT OF REVENUE	KS STATE W/H	08/13/2026	08/13/2026		5,048.88
KANSAS DEPT OF REVENUE	KS STATE W/H	08/13/2026	08/13/2026		100.78
KANSAS DEPT OF REVENUE	KS STATE W/H	08/13/2026	08/13/2026		793.73
KANSAS DEPT OF REVENUE	KS STATE W/H	08/13/2026	08/13/2026		333.46
				Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:	**6,276.85**
Vendor DBA: 0287 -					
KANSAS GAS SERVICE	CH UTILITIES	08/17/2026	08/25/2026		140.20
KANSAS GAS SERVICE	POOL UTILITIES	08/17/2026	08/25/2026		50.25
KANSAS GAS SERVICE	PUMPHOUSE UTILITIES	08/17/2026	08/25/2026		51.66
KANSAS GAS SERVICE	MAINT PW BLDG UTILITIES	08/17/2026	08/25/2026		26.04
KANSAS GAS SERVICE	MAINT PW BLDG UTILITIES	08/17/2026	08/25/2026		26.05
KANSAS GAS SERVICE	MAINT PW BLDG UTILITIES	08/17/2026	08/25/2026		26.05
KANSAS GAS SERVICE	MAINT PW BLDG UTILITIES	08/17/2026	08/25/2026		26.05
KANSAS GAS SERVICE	MAINT PW UTILITIES	08/17/2026	08/25/2026		30.37
KANSAS GAS SERVICE	MAINT PW UTILITIES	08/17/2026	08/25/2026		30.38
KANSAS GAS SERVICE	MAINT PW UTILITIES	08/17/2026	08/25/2026		30.38
KANSAS GAS SERVICE	MAINT PW UTILITIES	08/17/2026	08/25/2026		30.38
KANSAS GAS SERVICE	REC UTILITIES	08/17/2026	08/25/2026		101.15
				Vendor DBA 0287 - KANSAS GAS SERVICE Total:	**568.96**
Vendor DBA: 0075 -					
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 314 FOR 07/26	08/13/2026	08/14/2026		208.81
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 314 FOR 07/26	08/13/2026	08/14/2026		208.81
				Vendor DBA 0075 - KANSAS ONE-CALL SYSTEM, INC. Total:	**417.62**
Vendor DBA: 0179 -					
LEAGUE OF KS MUNICIPALITIES	TRAINING/WEBINARS	08/13/2026	08/14/2026		20.30
LEAGUE OF KS MUNICIPALITIES	TRAINING/WEBINARS	08/13/2026	08/14/2026		141.16
LEAGUE OF KS MUNICIPALITIES	TRAINING/WEBINARS	08/13/2026	08/14/2026		56.46
LEAGUE OF KS MUNICIPALITIES	TRAINING/WEBINARS	08/13/2026	08/14/2026		704.68
				Vendor DBA 0179 - LEAGUE OF KS MUNICIPALITIES Total:	**922.60**
Vendor DBA: 3073 -					
LIFT TRUCK CENTERS	VEHICLE/EQUIPMENT PURCH...	08/13/2026	08/14/2026		222.13
LIFT TRUCK CENTERS	VEHICLE/EQUIPMENT PURCH...	08/13/2026	08/14/2026		222.13
LIFT TRUCK CENTERS	VEHICLE/EQUIPMENT PURCH...	08/13/2026	08/14/2026		222.13
LIFT TRUCK CENTERS	VEHICLE/EQUIPMENT PURCH...	08/13/2026	08/14/2026		222.13
				Vendor DBA 3073 - LIFT TRUCK CENTERS Total:	**888.52**
Vendor DBA: 0293 -					
MAXIMUM OUTDOOR EQUIP...	VEH & EQUIP: REPAIR/MAINT	08/20/2026	08/21/2026		49.68
MAXIMUM OUTDOOR EQUIP...	VEHICLE/EQUIP SUPPLIES/PA...	08/20/2026	08/21/2026		40.40
				Vendor DBA 0293 - MAXIMUM OUTDOOR EQUIPMENT/SVC Total:	**90.08**

AP ORDINANCE **Payment Da** **26**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 2153 - NATIONAL CENTER FOR SAFETY					
NATIONAL CENTER FOR SAFETY	YOUTH SPORTS OFFICIAL BAC...	08/13/2026	08/14/2026		35.00
				Vendor DBA 2153 - NATIONAL CENTER FOR SAFETY Total:	**35.00**
Vendor DBA: 2101 -					
OPTIV SECURITY INC	KEY FOB TOKENS	08/12/2026	08/14/2026		282.16
OPTIV SECURITY INC	KEY FOB TOKENS	08/13/2026	08/14/2026		282.16
				Vendor DBA 2101 - OPTIV SECURITY INC Total:	**564.32**
Vendor DBA: 2369 -					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	08/14/2026	08/14/2026		96.90
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	08/20/2026	08/21/2026		132.29
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	08/20/2026	08/21/2026		60.55
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	08/20/2026	08/21/2026		32.30
				Vendor DBA 2369 - PAYLOCITY CORPORATION Total:	**322.04**
Vendor DBA: 2524 -					
PEARSON CONSTRUCTION LLC	BEL AIRE LAKES ADD PAVING ...	08/13/2026	08/14/2026	005-8882	23,401.67
				Vendor DBA 2524 - PEARSON CONSTRUCTION LLC Total:	**23,401.67**
Vendor DBA: 2324 -					
PROFESSIONAL ENGINEERING...	BEL AIRE-2026 ST MAINTENA...	08/20/2026	08/21/2026	031-8014	17,327.25
PROFESSIONAL ENGINEERING...	BEL AIRE GIS SERVICES	08/20/2026	08/21/2026		2,518.75
				Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:	**19,846.00**
Vendor DBA: 0105 -					
PUBLIC WORKS & UTILITIES-CI...	37,537,500 GAL: 07/02/26-07...	08/20/2026	08/21/2026		225,537.99
				Vendor DBA 0105 - PUBLIC WORKS & UTILITIES-CITY OF WICHITA Total:	**225,537.99**
Vendor DBA: 0452 -					
REDDI INDUSTRIES INC	BUILDING MAINT/REPAIRS	08/20/2026	08/21/2026		187.50
REDDI INDUSTRIES INC	BUILDING MAINT/REPAIRS	08/20/2026	08/21/2026		187.50
				Vendor DBA 0452 - REDDI INDUSTRIES INC Total:	**375.00**
Vendor DBA: 1077 -					
RESCUE STAT/STAT PADS, LLC	AED SUPPLIES	08/13/2026	08/14/2026		123.83
RESCUE STAT/STAT PADS, LLC	AED SUPPLIES	08/13/2026	08/14/2026		123.83
				Vendor DBA 1077 - RESCUE STAT/STAT PADS, LLC Total:	**247.66**
Vendor DBA: 0216 -					
SEDGWICK COUNTY DIV OF FI...	07/26 PRISONER HOUSING FE...	08/13/2026	08/14/2026		1,152.57
				Vendor DBA 0216 - SEDGWICK COUNTY DIV OF FINANCE Total:	**1,152.57**
Vendor DBA: 2797 -					
SILVER STATE CONSULTING	SUMNER COUNTY TRAINING	08/12/2026	08/14/2026		175.00
				Vendor DBA 2797 - SILVER STATE CONSULTING Total:	**175.00**
Vendor DBA: 1822 -					
SIMPLOT TURF & HORTICULT...	BALL FIELD TREATMENT	08/20/2026	08/21/2026		209.77
SIMPLOT TURF & HORTICULT...	BALL FIELD TREATMENTS	08/20/2026	08/21/2026		1,384.55
				Vendor DBA 1822 - SIMPLOT TURF & HORTICULTURE OKLAHOMA CITY Total:	**1,594.32**
Vendor DBA: 1953 -					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	08/18/2026	08/21/2026		60.40
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	08/18/2026	08/21/2026		122.90
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	08/18/2026	08/21/2026		122.89
				Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:	**306.19**
Vendor DBA: 0433 -					
SYMBOLARTS, LLC	PD BADGES	08/20/2026	08/21/2026		408.50
				Vendor DBA 0433 - SYMBOLARTS, LLC Total:	**408.50**
Vendor DBA: 0903 -					
TRIPLETT, WOOLF, GARRETSO...	WOODLAWN ROAD PROJECT	08/13/2026	08/14/2026		65,575.75
				Vendor DBA 0903 - TRIPLETT, WOOLF, GARRETSON, LLC/TWG Total:	**65,575.75**
Vendor DBA: 0700 -					
ULINE	MINOR EQUIP-SHELVING SUP...	08/12/2026	08/14/2026		114.61
ULINE	MINOR EQUIP-SHELVING SUP...	08/12/2026	08/14/2026		114.61
ULINE	MINOR EQUIP-SHELVING SUP...	08/12/2026	08/14/2026		114.62

AP ORDINANCE **Payment Da** **26**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
ULINE	MINOR EQUIP-SHELVING SUP...	08/12/2026	08/14/2026		114.62
				Vendor DBA 0700 - ULINE Total:	**458.46**
Vendor DBA: 0503 -					
UNDERGROUND VAULTS & ST...	FILE RETRIEVAL	08/13/2026	08/14/2026		31.17
				Vendor DBA 0503 - UNDERGROUND VAULTS & STORAGE-UV&S Total:	**31.17**
Vendor DBA: 1496 - UNITED RENTALS					
UNITED RENTALS	LIFT STATION REPAIRS	08/13/2026	08/14/2026		520.00
				Vendor DBA 1496 - UNITED RENTALS Total:	**520.00**
Vendor DBA: 2286 -					
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	08/19/2026	08/21/2026		4,892.50
				Vendor DBA 2286 - UTILITY MAINTENANCE CONTRACTOR Total:	**4,892.50**
Vendor DBA: 1899 -					
VISION ALLIANCE MARKETING...	COURT SERVICES OFFICER	08/12/2026	08/14/2026		150.00
				Vendor DBA 1899 - VISION ALLIANCE MARKETING,LLC-SCKACS Total:	**150.00**
Vendor DBA: 1205 -					
WASTE CONNECTIONS OF KA...	07/26 RECYCLE/TRASH SVC	08/13/2026	08/14/2026		39,943.71
WASTE CONNECTIONS OF KA...	07/26 RECYCLE/TRASH SVC	08/13/2026	08/14/2026		14,726.69
				Vendor DBA 1205 - WASTE CONNECTIONS OF KANSAS Total:	**54,670.40**
Vendor DBA: 2964 -					
WICHITA GYMNASTICS	GYMNASTIC CLASSES-INSTRU...	08/13/2026	08/14/2026		257.40
				Vendor DBA 2964 - WICHITA GYMNASTICS Total:	**257.40**
Vendor DBA: 2978 - WICHITA KENWORTH					
WICHITA KENWORTH	VEHICLE MAINTENANCE/REPA...	08/17/2026	08/17/2026		10,290.34
				Vendor DBA 2978 - WICHITA KENWORTH Total:	**10,290.34**
Vendor DBA: 0103 - WICHITA TRACTOR CO.					
WICHITA TRACTOR CO.	VEH & EQUIP: REPAIR/MAINT	08/20/2026	08/21/2026		837.24
				Vendor DBA 0103 - WICHITA TRACTOR CO. Total:	**837.24**
Vendor DBA: 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE					
WILLIAMS JANITORIAL SUPPLY...	JANITORIAL/CLEANING SUPPL...	08/20/2026	08/21/2026		316.71
				Vendor DBA 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE Total:	**316.71**
				Grand Total:	**661,484.95**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	162,292.81
200 - Special Street & Highway	32,249.46
320 - Capital Projects Fund 2	23,401.67
520 - Water Utility	307,961.00
530 - Sewer Utility	80,909.61
540 - Solid Waste Utility	54,670.40
Grand Total:	**661,484.95**

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,310.73
100-000-000-2016	SOCIAL SECURITY PAYAB…	13,763.00
100-000-000-2018	MEDICARE PAYABLE	3,218.76
100-000-000-2020	STATE TAX PAYABLE	5,048.88
100-000-000-2022	KPERS 1 PAYABLE	856.46
100-000-000-2024	KPERS 2 PAYABLE	2,026.47
100-000-000-2026	KPERS 3 PAYABLE	7,628.89
100-000-000-2028	KP&F PAYABLE	11,474.15
100-000-000-2034	457 DEFERRED COMP P…	1,376.00
100-000-000-2062	FSA HEALTH PAYABLE	261.49
100-000-000-4422	CP POOL RENTALS	120.00
100-100-110-6028	PUBLICATIONS/PRINTING	20.30
100-100-110-6030	ADVERTISING & MARKET…	992.00
100-100-110-7014	IT - MANAGED SERVICES	415.82
100-100-110-7016	SOFTWARE/HARDWARE…	564.32
100-100-130-7014	IT - MANAGED SERVICES	208.47
100-100-130-7030	ENGINEERING SERVICES	2,518.75
100-100-140-6020	IT - COMPUTERS AND E…	2,444.41
100-100-140-6028	PUBLICATIONS/PRINTING	72.96
100-100-140-7014	IT - MANAGED SERVICES	624.28
100-100-150-6028	PUBLICATIONS/PRINTING	19.73
100-100-150-7014	IT - MANAGED SERVICES	624.28
100-100-160-6028	PUBLICATIONS/PRINTING	500.00
100-100-160-7014	IT - MANAGED SERVICES	415.82
100-100-170-6028	PUBLICATIONS/PRINTING	141.16
100-100-170-7014	IT - MANAGED SERVICES	415.82
100-100-170-7804	LEGAL SERVICES	72,502.45
100-120-240-6028	PUBLICATIONS/PRINTING	56.46
100-120-240-7014	IT - MANAGED SERVICES	312.14
100-120-240-7026	COURT APPT ATTY/INVE…	1,339.00
100-120-240-7064	INMATE HOUSING FEES	1,152.57
100-120-240-7804	LEGAL SERVICES	403.50
100-120-250-6014	OFFICE SUPPLIES	704.68
100-120-250-6020	IT - COMPUTERS AND E…	2,444.41
100-120-250-6040	UNIFORMS/CLOTHING	408.50
100-120-250-6046	TRAINING/CONFERENCES	175.00
100-120-250-7014	IT - MANAGED SERVICES	3,330.99
100-120-250-7024	CONTRACTUAL SERVICES	86.67
100-130-330-7046	COMMUNICATION SERV…	32.24
100-130-330-7048	UTILITIES	50.25
100-130-340-7036	INSTRUCTORS	257.40
100-130-350-6004	CHEMICALS	1,594.32
100-130-350-6006	IRRIGATION MAINT/REP…	1,094.65
100-130-350-6028	PUBLICATIONS/PRINTING	39.45
100-130-350-6034	CLEANING SUPPLIES	316.71
100-130-350-6604	VEHICLE/EQUIP SUPPLIE…	40.40
100-130-350-7014	IT - MANAGED SERVICES	936.43

Account Summary

Account Number	Account Name	Payment Amount
100-130-350-7024	CONTRACTUAL SERVICES	452.16
100-130-350-7046	COMMUNICATION SERV…	118.82
100-130-350-7048	UTILITIES	101.15
100-130-350-7604	VEH & EQUIP: REPAIR/…	49.68
100-130-360-6028	PUBLICATIONS/PRINTING	280.45
100-130-360-7014	IT - MANAGED SERVICES	208.47
100-150-510-6054	MINOR EQUIP: TOOLS,E…	114.61
100-150-510-6604	VEHICLE/EQUIP SUPPLIE…	222.13
100-150-510-7014	IT - MANAGED SERVICES	208.47
100-150-510-7024	CONTRACTUAL SERVICES	20.54
100-150-510-7046	COMMUNICATION SERV…	104.07
100-150-510-7048	UTILITIES	120.16
100-150-510-7604	VEH & EQUIP: REPAIR/…	837.24
100-160-610-7014	IT - MANAGED SERVICES	1,040.10
100-190-910-6020	IT - COMPUTERS AND E…	2,444.42
100-190-910-7024	CONTRACTUAL SVCS	4,477.74
100-190-910-7046	COMMUNICATION SERV…	1,011.23
100-190-910-7048	UTILITIES	140.20
200-000-000-2014	FEDERAL TAX PAYABLE	163.52
200-000-000-2016	SOCIAL SECURITY PAYAB…	321.88
200-000-000-2018	MEDICARE PAYABLE	75.28
200-000-000-2020	STATE TAX PAYABLE	100.78
200-000-000-2022	KPERS 1 PAYABLE	460.07
200-210-200-6054	MINOR EQUIP: TOOLS,E…	114.61
200-210-200-6500	PAVED STREET REPAIR …	4,410.00
200-210-200-6604	VEHICLE/EQUIP SUPPLIE…	222.13
200-210-200-7014	IT - MANAGED SERVICES	208.47
200-210-200-7024	CONTRACTUAL SERVICES	20.53
200-210-200-7040	STREET LIGHTING	8,506.91
200-210-200-7046	COMMUNICATION SERV…	104.06
200-210-200-7048	UTILITIES	213.97
200-210-200-8014	STREET IMPROVEMENTS	17,327.25
320-320-320-8882	CONSTRUCTION - PAVING	23,401.67
520-000-000-2014	FEDERAL TAX PAYABLE	1,366.05
520-000-000-2016	SOCIAL SECURITY PAYAB…	1,977.90
520-000-000-2018	MEDICARE PAYABLE	462.58
520-000-000-2020	STATE TAX PAYABLE	793.73
520-000-000-2022	KPERS 1 PAYABLE	1,041.33
520-000-000-2024	KPERS 2 PAYABLE	537.43
520-000-000-2026	KPERS 3 PAYABLE	1,112.89
520-210-520-2006	STATE SALES TAX COLLE…	1,703.03
520-210-520-6020	IT - COMPUTERS AND E…	1,222.20
520-210-520-6026	POSTAGE	153.86
520-210-520-6028	PUBLICATIONS/PRINTING	1,054.43
520-210-520-6036	SAFETY EQUIP & SUPPLI…	123.83
520-210-520-6054	MINOR EQUIP: TOOLS,E…	114.62
520-210-520-6604	VEHICLE/EQUIP SUPPLIE…	222.13
520-210-520-7014	IT - MANAGED SERVICES	1,040.10
520-210-520-7024	CONTRACTUAL SERVICES	5,453.25
520-210-520-7046	COMMUNICATION SERV…	104.06
520-210-520-7048	UTILITIES	326.80
520-210-520-7058	WATER PURCHASED	225,737.99
520-210-520-7060	WATER TREATMENT OP…	63,412.79
530-000-000-2014	FEDERAL TAX PAYABLE	546.90
530-000-000-2016	SOCIAL SECURITY PAYAB…	964.22
530-000-000-2018	MEDICARE PAYABLE	225.48
530-000-000-2020	STATE TAX PAYABLE	333.46
530-000-000-2022	KPERS 1 PAYABLE	408.32

Account Summary

Account Number	Account Name	Payment Amount
530-000-000-2026	KPERS 3 PAYABLE	974.51
530-000-000-2062	FSA HEALTH PAYABLE	60.55
530-210-530-6020	IT - COMPUTERS AND E…	1,222.20
530-210-530-6028	PUBLICATIONS	1,054.43
530-210-530-6036	SAFETY EQUIP & SUPPLI…	123.83
530-210-530-6054	MINOR EQUIP: TOOLS,E…	114.62
530-210-530-6604	VEHICLE/EQUIP SUPPLIE…	222.13
530-210-530-6806	LIFT STATION OPERATIO…	630.66
530-210-530-7014	IT - MANAGED SERVICES	1,040.10
530-210-530-7024	CONTRACTUAL SERVICES	560.74
530-210-530-7046	COMMUNICATION SERV…	104.06
530-210-530-7048	UTILITIES	120.18
530-210-530-7052	SEWER TREATMENT OP…	45,933.30
530-210-530-7604	VEH & EQUIP: REPAIR/…	10,425.20
530-210-530-8700	DEBT SERVICE PRINCIPAL	13,384.92
530-210-530-8702	DEBT SERVICE INTEREST	2,169.73
530-210-530-8704	DEBT SERVICE FISCAL FE…	290.07
540-540-540-7042	SOLID WASTE SERVICES …	39,943.71
540-540-540-7044	RECYCLING SERVICES	14,726.69
	Grand Total:	**661,484.95**

Project Account Summary

Project Account Key	Payment Amount
None	620,756.03
005-8882	23,401.67
031-8014	17,327.25
Grand Total:	**661,484.95**

City of Bel Aire, KS

Payroll Check Register
Report Summary

Pay Period: 7/25/2026-8/7/2026

Packet: PYPKT00329 - PY 07.25.26-08.07.26 PD:08.13.26
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	85	101,458.91
Total	**85**	**101,458.91**

Approved 08/26/2026
AP ORD 26-16 total Expenses: $762,943.86
Special Assessment Project Costs: $23,401.67

Barry Smith

CITY OF BEL AIRE, KANSAS

FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2025

AND

INDEPENDENT AUDITOR'S REPORT

AGH
CPAs & ADVISORS

CITY OF BEL AIRE, KANSAS

FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2025

AND

INDEPENDENT AUDITOR'S REPORT

City of Bel Aire, Kansas

Financial Statements
with Supplementary Information

Year Ended December 31, 2025

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FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and City Council Members
City of Bel Aire, Kansas

Opinions
We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Bel Aire, Kansas (City) as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of December 31, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions
We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*) and the *Kansas Municipal Audit and Accounting Guide*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements and schedules as listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual nonmajor fund financial statements and schedules as listed in the table of contents is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards*, we have issued our report dated August 17, 2026 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auding Standards* in considering the City's internal control over financial reporting and compliance.

Allen, Gibbs & Houlik, L.C.
CERTIFIED PUBLIC ACCOUNTANTS

Wichita, KS
August 17, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the City of Bel Aire's (City) financial statements provides a narrative overview and analysis of the City's financial activities for the fiscal year ended December 31, 2025. This discussion follows guidelines prescribed by the Governmental Accounting Standards Board (GASB) Statement 34, which enhances comparability between governments. The information presented here should be read in conjunction with the accompanying basic financial statements and the notes to those basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets plus deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $53,672,554 (net position).
- The City's total net position increased during this fiscal year by $4,582,926.
- At the close of 2025, the City's governmental funds reported combined ending fund balances of $24,710,186, a decrease of $2,182,568 over the prior year.
- At the close of 2025, unassigned fund balance for the General Fund was $3,651,211 or 39% of revenues for the fund.

OVERVIEW OF THE FINANCIAL STATEMENTS

Management's Discussion and Analysis is intended to serve as an introduction to the City's basic financial statements, which include three components: 1) Government-wide financial statements, 2) Fund financial statements and 3) Notes to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. These statements use the *accrual* basis of accounting, which means that the current year's revenues and expenses are recorded as they are earned or incurred, regardless of when cash is received or paid.

The *Statement of Net Position* presents information on all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the difference reported as net position. These statements include infrastructure assets as well as all known liabilities, including long-term debt. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. The *Statement of Activities* provides information detailing *how* the City's net position changed.

The government-wide financial statements report functions of the City that are principally supported by taxes and intergovernmental revenue (governmental activities) separately from other functions that are intended to recover all or a significant portion of costs through user fees and charges (business-type activities). Governmental activities of the City include general government, law enforcement, public works, capital improvement, community development, and parks and recreation. The City has four business-type activities which are used to account for the assets, deferred outflows of resources liabilities, deferred inflows of resources, revenues and expenses associated with water, sewer, and solid waste and storm water functions.

Fund Financial Statements

A fund is a fiscal entity with a set of self-balancing accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to demonstrate compliance with legal requirements, such as state statutes or bond covenants. There are three types of funds: governmental, proprietary, and fiduciary.

Governmental Funds

Governmental fund accounting focuses on 1) cash flow and how financial assets can readily be converted to available resources, and 2) the balances left at the end of the fiscal year for future spending. The focus is on the budgetary, short-term financial picture of the reported operations rather than on the longer-term economic picture of the City as a whole.

Governmental funds are reported using the *modified accrual* basis of accounting, which measures cash and other financial assets that can readily be converted to cash. Under this basis of accounting, revenues are recognized when they become measurable and available, and expenditures are generally recognized when the related fund liability is incurred. Such information may be useful in determining what financial resources are available in the near future to finance the City's programs.

Therefore, both the governmental activities in the government-wide financial statements and the government fund financial statements present different useful aspects of the City's financial picture. They are designed to be compared and interpreted together. The reconciliations at the end of the fund financial statements detail the relationship and differences between the two types of financial statements.

Proprietary Funds

The City maintains proprietary funds that are used to report the same functions presented as business-type activities in the government-wide financial statements, but in more detail. The proprietary fund financial statements provide separate information for the sewer and water funds, which are considered major funds of the City.

Notes to the Basic Financial Statements

The notes to the basic financial statements are an integral part of the basic financial statements. They provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Supplementary Information

Required budgetary data related to the General Fund, Land Bank Fund, combining statements for nonmajor governmental and nonmajor enterprise funds and fund budgetary schedules are presented immediately following the notes to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Government-Wide Financial Statements	Governmental Activities		Business-Type Activities		Total Primary Government	
	2025	2024	2025	2024	2025	2024
Current and other assets	$ 51,814,694	$ 55,031,544	$ 8,381,951	$ 7,974,142	$ 60,196,645	$ 63,005,686
Capital assets	65,499,292	54,229,676	27,217,722	25,155,042	92,717,014	79,384,718
Total assets	117,313,986	109,261,220	35,599,673	33,129,184	152,913,659	142,390,404
Deferred outflows	3,470,649	3,115,574	77,155	94,824	3,547,804	3,210,398
Long-term liabilities	93,896,459	86,574,863	1,045,395	1,111,879	94,941,854	87,686,742
Other liabilities	1,425,998	3,408,217	434,532	251,838	1,860,530	3,660,055
Total liabilities	95,322,457	89,983,080	1,479,927	1,363,717	96,802,384	91,346,797
Deferred inflows	5,901,991	5,130,510	84,534	33,867	5,986,525	5,164,377
Net position						
Net investment in capital assets	(1,241,664)	(5,669,493)	26,572,803	24,441,654	25,331,139	18,772,161
Restricted	4,268,617	6,983,233	-	-	4,268,617	6,983,233
Unrestricted	16,533,234	15,949,464	7,539,564	7,384,770	24,072,798	23,334,234
Total net position	$ 19,560,187	$ 17,263,204	$ 34,112,367	$ 31,826,424	$ 53,672,554	$ 49,089,628

Analysis of Net Position

As previously mentioned, net position may serve as a useful indicator of a government's financial position. The City's assets plus deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources by $53,672,554 at the close of 2025.

The City's net investment in capital assets of $25,331,139 represents capital assets (e.g., land, buildings, equipment and infrastructure) less any related outstanding debt used to acquire those assets. These assets are used on an ongoing basis to provide services to citizens and are thus not available for future spending. The City's investment in its capital assets is reported net of related debt; however, the resources needed to repay this debt must come from other sources. The capital assets themselves cannot be liquidated to satisfy these liabilities.

The City's net position that represents resources that are subject to external restrictions on how they may be used of $4,268,617. Restricted net position includes:

- Debt service: $592,330
- Public Building Commission: $24,476
- Land Bank: $3,648,158 and
- Drug forfeiture: $3,653

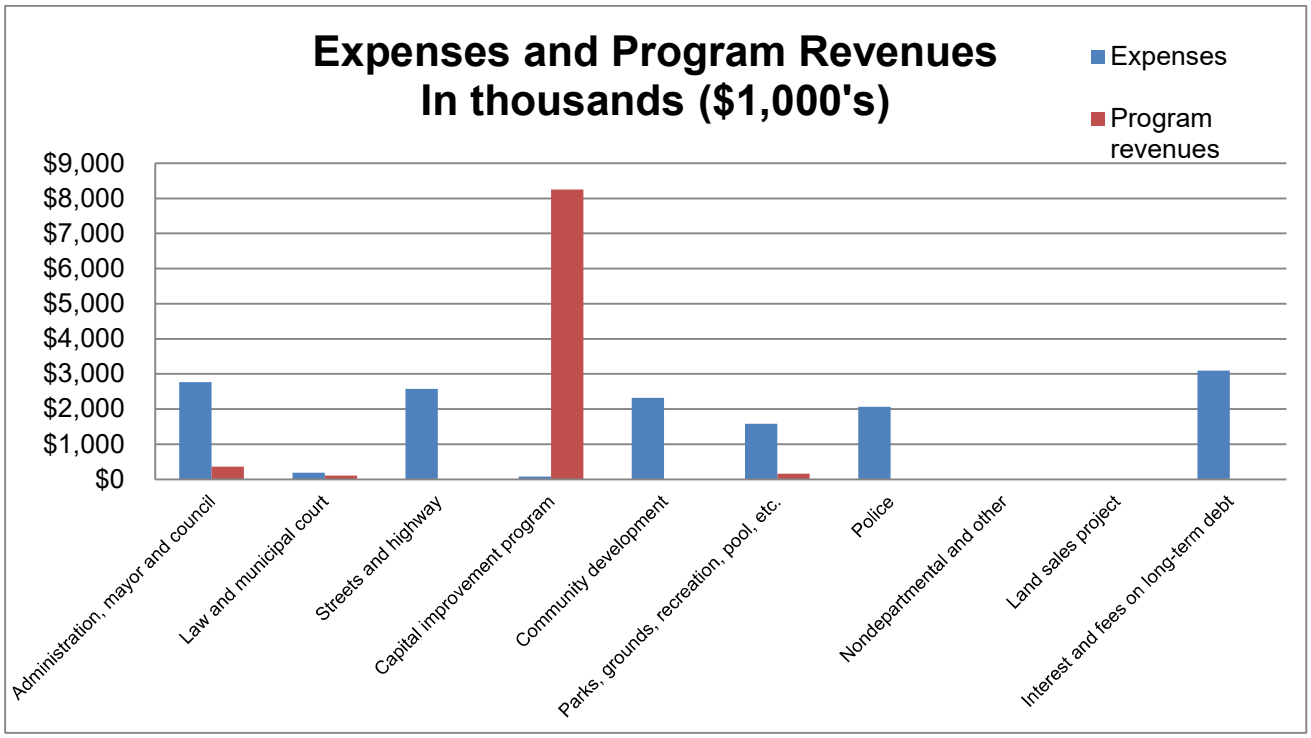
The City's total unrestricted net position is $24,072,798

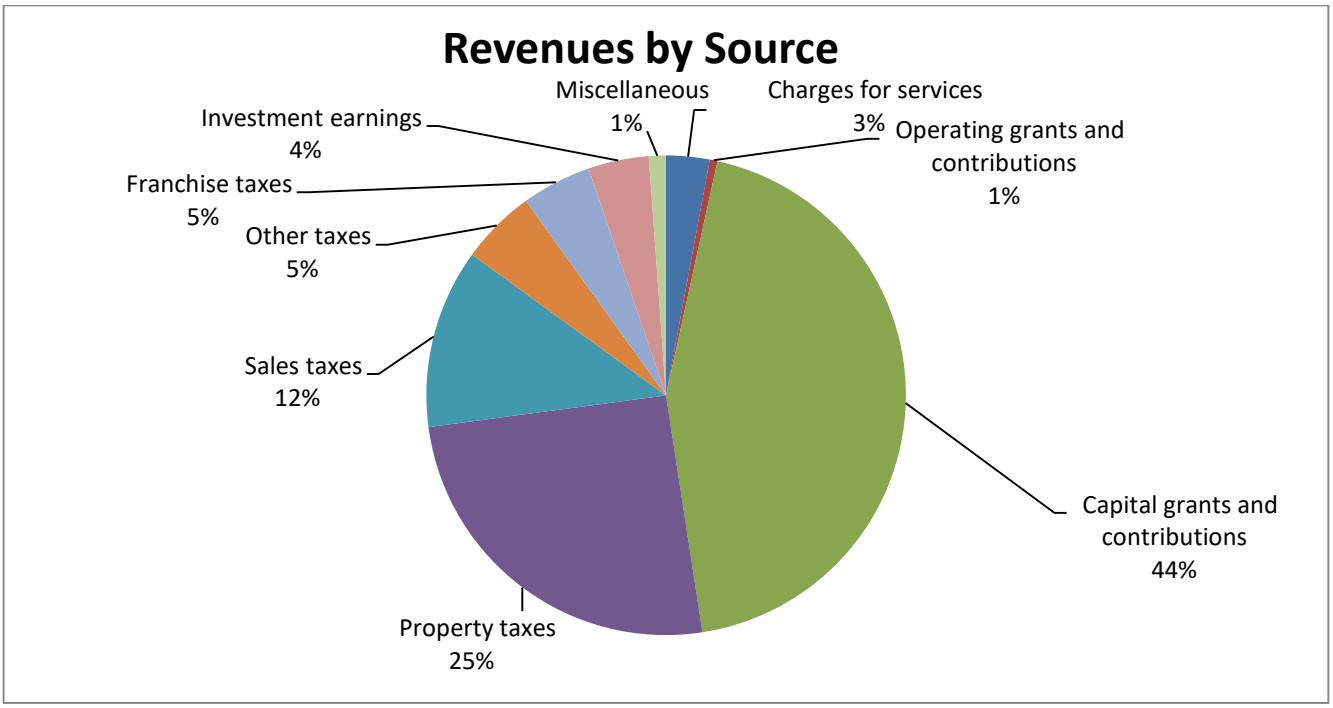
Condensed Statement of Changes in Net Position	Governmental Activities		Business-Type Activities		Total Primary Government	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program revenues:						
Charges for services	$ 543,642	$ 779,587	$ 8,015,391	$ 7,949,404	$ 8,559,033	$ 8,728,991
Operating grants and contributions	101,181	994,712	-	-	101,181	994,712
Capital grants and contributions	8,254,719	4,125,815	179,500	-	8,434,219	4,125,815
General revenues:						
Property taxes	4,734,564	4,313,394	-	-	4,734,564	4,313,394
Sales taxes	2,266,460	2,063,585	-	-	2,266,460	2,063,585
Other taxes	944,526	929,571	-	-	944,526	929,571
Franchise taxes	880,698	823,323	-	-	880,698	823,323
Investment earnings	766,498	837,439	201,357	227,952	967,855	1,065,391
Miscellaneous	215,374	130,649	17,134	38,748	232,508	169,397
Total revenues	18,707,662	14,998,075	8,413,382	8,216,104	27,121,044	23,214,179
Expenses:						
Administration, mayor and council	2,769,382	1,842,098	-	-	2,769,382	1,842,098
Law and municipal court	188,565	167,266	-	-	188,565	167,266
Streets and highway	2,573,569	279,671	-	-	2,573,569	279,671
Capital improvement program	82,321	77,004	-	-	82,321	77,004
Community development	2,318,722	2,859,071	-	-	2,318,722	2,859,071
Parks, grounds, recreation, pool, etc.	1,580,920	1,475,134	-	-	1,580,920	1,475,134
Police	2,062,632	1,775,834	-	-	2,062,632	1,775,834
Land sales project	9,648	82,661	-	-	9,648	82,661
Interest and fees on long-term debt	3,097,014	2,463,988	-	-	3,097,014	2,463,988
Water	-	-	3,895,002	3,710,516	3,895,002	3,710,516
Sewer	-	-	3,210,771	2,798,265	3,210,771	2,798,265
Solid Waste and Stormwater	-	-	749,572	626,943	749,572	626,943
Total expenses	14,682,773	11,022,727	7,855,345	7,135,724	22,538,118	18,158,451
Increase in net position before transfers	4,024,889	3,975,348	558,037	1,080,380	4,582,926	5,055,728
Transfers	(1,727,906)	(417,026)	1,727,906	417,026	-	-
Increase (decrease) in net position	2,296,983	3,558,322	2,285,943	1,497,406	4,582,926	5,055,728
Net position - beginning of year	17,263,204	13,814,775	31,826,424	30,353,447	49,089,628	44,168,222
Change in accounting principle	-	(109,893)	-	(24,429)	-	(134,322)
Net position - end of year	$ 19,560,187	$ 17,263,204	$ 34,112,367	$ 31,826,424	$ 53,672,554	$ 49,089,628

Analysis of Changes in Net Position

The City's net position increased during the fiscal year by a total of $4,582,926 including these changes:

- Charges for services decreased $169,958 mostly due to a decrease in water services provided of $127,878.
- Capital grants and contributions increased by $4,308,404 primarily due to an increase BASE grant funds.
- General revenues increased $661,950 due to increases in property taxes and sales taxes of $421,170 and $202,875 due to increases in property valuation and an increase in area sales.
- Expenses of governmental activities increased by $3,660,046 due primarily to an increase in street repair costs within the streets and highway category in the current year. There was also an increase in administrative expenses of $927,284 due to an increase in salaries and benefits as well as an increase in engineering and legal expenses. Interest increased by $633,026 primarily due to capitalized interest on CIP projects. These increases were offset by a decrease of $540,349 in community development primarily due to fewer non-capital project expenditures.
- Expenses of business-type activities increased $719,621 due mainly to increases in repair and maintenance costs in the Sewer fund.





The charts above illustrate the City's governmental expenses and program revenues by function, and revenues by source. The interest on long-term debt represents the largest portion of 2025 expenses followed by administration, mayor and council and streets and highways expenses.

For governmental activities overall, capital grants and contributions are the largest source of revenue followed by property tax revenues. Other revenues and expense functions fall within anticipated ranges.

ANALYSIS OF THE FUND FINANCIAL STATEMENTS

The City uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. Types of governmental funds reported by the City include the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Projects Funds.

At the end of 2025, the City's governmental funds reported combined ending fund balances of $24,710,186 including:

- Nonspendable: $573,071;
- Restricted by external requirements and laws: $17,130,855;
- Assigned to capital projects or other uses: $3,355,049; and
- Unassigned funds available for use at the City's discretion: $3,651,211.

The General Fund is the primary operating fund for the City. At the end of 2025, total fund balance of the General Fund was $3,743,909. The fund balance decreased by $220,923 during the fiscal year mostly due to increases of salary expenditures offset by a small increase in property tax revenue.

The Bond and Interest Fund had an increase in fund balance of $332,719 due to an increase in special assessment revenue.

The Capital Projects Fund had an increase in fund balance of $940,277 due to intergovernmental revenue offset by capital outlay expenditures.

The Public Building Commission remained comparable to the prior year with an increase in fund balance of $15,087.

The Land Bank had a decrease in fund balance of $2,557,435 due to transfers out of the fund.

Nonmajor government had a combined decrease in fund balance of $692,293 due to a decrease in intergovernmental revenue related to ARPA revenue recognition in the prior year and an increase in capital outlay activity.

The Water Fund had an increase in net position of $777,334 mostly due to an increase in water purchased and a decrease in other operating expenses.

The Sewer Fund had an increase in net position of $1,286,559 due to an increase in capital contributions.

Nonmajor proprietary funds had increases in net position of $222,050 primarily due to grant proceeds received.

GENERAL FUND BUDGETARY HIGHLIGHTS

Variances between the final budget and actual amounts are not expected to impact either liquidity or future services. Majority of revenues were comparable to budgeted amounts for 2025. Overall budgeted expenditures were comparable to actual results.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The City's investment in capital assets, net of accumulated depreciation, was $92,717,014 as of December 31, 2025. These capital assets include land, buildings, improvements, equipment, drainage improvements, streets, bridges, streetlights, and traffic signals.

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2025	2024	2025	2024	2025	2024
Land	$ 4,395,801	$ 4,395,801	$ 609,783	$ 534,040	$ 5,005,584	$ 4,929,841
Land project	1,390,152	1,390,152	-	-	1,390,152	1,390,152
Construction in progress	7,890,886	5,518,627	2,129,095	1,557,514	10,019,981	7,076,141
City Hall	1,515,319	1,581,700	-	-	1,515,319	1,581,700
Swimming pool	341,897	367,540	-	-	341,897	367,540
Other structures and equipment	1,757,387	1,817,744	24,478,844	23,063,488	26,236,231	24,881,232
Infrastructure	47,753,502	38,553,572	-	-	47,753,502	38,553,572
SBITA right-to-use	454,348	604,540	-	-	454,348	604,540
Total	$ 65,499,292	$ 54,229,676	$ 27,217,722	$ 25,155,042	$ 92,717,014	$ 79,384,718

Additional information about the City's capital assets may be found in Note III. B. to the financial statements.

Long-Term Debt

At December 31, 2025, the City had total long-term bonds outstanding of $87,525,000. This amount included $50,065,000 of general obligation bonds backed by the full faith and credit of the City, $26,370,000 in temporary notes which will be repaid with an issuance of general obligation bonds and $11,090,000 in revenue bonds with the Public Building Commission.

Total long-term bonds payable increased by $6,510,000 during the fiscal year due to bond issuances being more than the repayment of debt made during the year.

The City had $644,919 of outstanding revolving loan funds for Water and Sewer Fund projects.

Standard and Poor's rated the City's most recent bond issue AA and affirmed this rating for all existing debt.

Kansas statutes limit the amount of general obligation debt a governmental entity may issue to 30% of its total assessed valuation. After subtracting deductions allowed by the statutes, the current debt limit for the City is $43,234,289 and debt outstanding subject to the limit is $28,772,663, leaving $14,461,626 in legal debt margin.

Additional information on the City's long-term debt can be found in Note III. C. of the financial statements.

Outstanding Bonds
General Obligation and Revenue Bonds

	Governmental Activities	
	2025	2024
General obligation bonds	$ 50,065,000	$ 43,765,000
Temporary notes	26,370,000	24,915,000
Revenue bonds -		
Public Building Commission	11,090,000	12,335,000
Total	$ 87,525,000	$ 81,015,000

Economic Factors

Property tax collections increased 9.8% over 2024 and the positive trend has continued into the first half of 2026. The assessed valuation increased 15.4% in 2025.

REQUESTS FOR INFORMATION

This financial report is designed to provide an overview of the City's finances for all interested parties. Questions concerning any of the information provided in the report or requests for additional information should be directed to the Finance Director, City of Bel Aire, 7651 E. Central Park Ave., Bel Aire, KS 67226.

BASIC FINANCIAL STATEMENTS

City of Bel Aire, Kansas
Statement of Net Position
December 31, 2025

	Governmental Activities	Business-Type Activities	Total
Assets:			
Cash, including investments	$ 24,460,036	$ 7,361,991	$ 31,822,027
Receivables, net	26,874,285	1,019,960	27,894,245
Property held for resale	480,373	-	480,373
Capital assets:			
Land and construction in progress	13,676,839	2,738,878	16,415,717
Other capital assets, net of depreciation	51,822,453	24,478,844	76,301,297
Total assets	117,313,986	35,599,673	152,913,659
Deferred outflows of resources:			
Deferred refunding	1,519,238	-	1,519,238
Deferred outflows - OPEB	85,252	-	85,252
Deferred outflows - pensions	1,866,159	77,155	1,943,314
Total deferred outflows of resources	3,470,649	77,155	3,547,804
Liabilities:			
Accounts payable	895,815	369,713	1,265,528
Accrued wages	70,504	64,819	135,323
Interest payable	459,679	-	459,679
Long-term liabilities			
Due within one year	11,383,854	92,146	11,476,000
Due in more than one year	82,512,605	953,249	83,465,854
Total liabilities	95,322,457	1,479,927	96,802,384
Deferred inflows of resources:			
Deferred property tax receivable	5,329,752	-	5,329,752
Deferred inflows - OPEB	148,883	-	148,883
Deferred inflows - pensions	423,356	84,534	507,890
Total deferred inflows of resources	5,901,991	84,534	5,986,525
Net position:			
Net investment in capital assets	(1,241,664)	26,572,803	25,331,139
Restricted for:			
Debt service	592,330	-	592,330
Public Building Commission	24,476	-	24,476
Land Bank	3,648,158	-	3,648,158
Drug forfeiture	3,653	-	3,653
Unrestricted	16,533,234	7,539,564	24,072,798
Total net position	$ 19,560,187	$ 34,112,367	$ 53,672,554

The accompanying notes are an integral part of the basic financial statements.

City of Bel Aire, Kansas
Statement of Activities
For the Year ended December 31, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Total Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Total Business-Type Activities	Net (Expense) Revenue and Changes in Net Position: Total
Governmental activities:							
Administration, mayor and council	$ 2,769,382	$ 263,154	101,181	$ -	$ (2,405,047)	$ -	$ (2,405,047)
Law and municipal court	188,565	111,007	-	-	(77,558)	-	(77,558)
Streets and highway	2,573,569	-	-	-	(2,573,569)	-	(2,573,569)
Community development	2,318,722	11,460	-	-	(2,307,262)	-	(2,307,262)
Parks, grounds, recreation, pool, etc.	1,580,920	158,021	-	-	(1,422,899)	-	(1,422,899)
Police	2,062,632	-	-	-	(2,062,632)	-	(2,062,632)
Land sales project	9,648	-	-	-	(9,648)	-	(9,648)
Capital improvement program	82,321	-	-	8,254,719	8,172,398	-	8,172,398
Interest and fees on long-term debt	3,097,014	-	-	-	(3,097,014)	-	(3,097,014)
Total governmental activities	14,682,773	543,642	101,181	8,254,719	(5,783,231)	-	(5,783,231)
Business-type activities:							
Water	3,895,002	3,592,003	-	-	-	(302,999)	(302,999)
Sewer	3,210,771	3,548,166	-	-	-	337,395	337,395
Nonmajor business-type funds	749,572	875,222	-	179,500	-	305,150	305,150
Total business-type activities	7,855,345	8,015,391	-	179,500	-	339,546	339,546
Total	$ 22,538,118	$ 8,559,033	$ 101,181	$ 8,434,219	(5,783,231)	339,546	(5,443,685)
General revenues:							
Property taxes					4,734,564	-	4,734,564
Sales taxes					2,266,460	-	2,266,460
Other taxes					944,526	-	944,526
Franchise fees					880,698	-	880,698
Investment earnings					766,498	201,357	967,855
Miscellaneous					215,374	17,134	232,508
Transfers					(1,727,906)	1,727,906	-
Total general revenues					8,080,214	1,946,397	10,026,611
Change in net position					2,296,983	2,285,943	4,582,926
Net position, beginning of year					17,263,204	31,826,424	49,089,628
Net position, end of year					$ 19,560,187	$ 34,112,367	$ 53,672,554

The accompanying notes are an integral part of the basic financial statements.

City of Bel Aire, Kansas
Balance Sheet
Governmental Funds
December 31, 2025

	General	Bond and Interest	Capital Projects	Public Building Commission	Land Bank	Nonmajor Governmental Funds	Total Governmental Funds
Assets:							
Cash, including investments	$ 3,215,554	$ 1,052,009	$ 13,133,802	$ 27,129	$ 3,648,158	$ 3,383,384	$ 24,460,036
Receivables (net of allowance for uncollectibles)							
Property taxes	5,329,752	-	-	-	-	-	5,329,752
Special assessments	-	20,808,437	-	-	-	-	20,808,437
Motor vehicle and RV tax	36,492	-	-	-	-	-	36,492
Real estate mortgage note receivable	92,698	-	-	-	-	-	92,698
Sales tax	433,077	-	-	-	-	-	433,077
Franchise taxes and fees	65,115	-	-	-	-	-	65,115
Other	97,528	-	-	-	-	11,186	108,714
Property held for resale	-	-	-	-	480,373	-	480,373
Total assets	$ 9,270,216	$ 21,860,446	$ 13,133,802	$ 27,129	$ 4,128,531	$ 3,394,570	$ 51,814,694
Liabilities:							
Accounts payable	$ 129,377	$ -	$ 731,243	$ 2,653	$ -	$ 32,542	$ 895,815
Accrued liabilities	67,178	-	-	-	-	3,326	70,504
Total liabilities	196,555	-	731,243	2,653	-	35,868	966,319
Deferred inflows of resources:							
Deferred property tax receivable	5,329,752	-	-	-	-	-	5,329,752
Unavailable revenue - special assessments	-	20,808,437	-	-	-	-	20,808,437
Total deferred inflows of resources	5,329,752	20,808,437	-	-	-	-	26,138,189
Fund balance:							
Nonspendable	92,698	-	-	-	480,373	-	573,071
Restricted	-	1,052,009	12,402,559	24,476	3,648,158	3,653	17,130,855
Assigned	-	-	-	-	-	3,355,049	3,355,049
Unassigned	3,651,211	-	-	-	-	-	3,651,211
Total fund balance	3,743,909	1,052,009	12,402,559	24,476	4,128,531	3,358,702	24,710,186
Total liabilities, deferred inflows of resources and fund balance	$ 9,270,216	$ 21,860,446	$ 13,133,802	$ 27,129	$ 4,128,531	$ 3,394,570	$ 51,814,694

The accompanying notes are an integral part of the basic financial statements.

City of Bel Aire, Kansas

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position

December 31, 2025

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balance - governmental funds		$ 24,710,186
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Cost	$ 93,712,014	
Accumulated depreciation	(28,212,722)	65,499,292
Special assessments receivable are not available to pay for current period expenditures and, therefore, are reported as unavailable in the fund statements		20,808,437
Deferred outflows of resources are not available and payable in the current period and, therefore, are not reported in the funds.		
Deferred outflows - deferred refunding		1,519,238
Deferred outflows - OPEB		85,252
Deferred outflows - pensions		1,866,159
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported as liabilities in the funds.		
Accrued interest payable	(459,679)	
General obligation bonds payable	(50,065,000)	
Temporary notes	(26,370,000)	
Revenue bonds - Public Building Commission	(11,090,000)	
Premiums	(2,323,545)	
Discounts	39,273	
Net pension liability	(3,368,598)	
Total OPEB liability	(25,559)	
Subscription liability	(343,481)	
Compensated absences	(349,549)	(94,356,138)
Other deferred inflows of resources are not due and payable in the current period and, therefore, are not reported in the funds.		
Deferred inflows - OPEB		(148,883)
Deferred inflows - pensions		(423,356)
Total net position - governmental activities		$ 19,560,187

The accompanying notes are an integral part of the basic financial statements.

City of Bel Aire, Kansas

Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year ended December 31, 2025

	General	Bond and Interest	Capital Projects	Public Building Commission	Land Bank	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:							
Taxes and shared revenues	$ 7,562,538	$ -	$ -	$ -	$ -	$ 383,012	$ 7,945,550
Intergovernmental revenues	101,181	-	4,760,624	-	-	-	4,861,805
Franchise fees	880,698	-	-	-	-	-	880,698
Court fines	111,007	-	-	-	-	-	111,007
Licenses, permits and fees	421,175	-	-	-	-	-	421,175
Rents and sales	11,460	-	-	-	-	-	11,460
Special assessments	-	2,930,817	-	-	-	-	2,930,817
Other	283,994	66,037	308,924	55,706	115,368	151,844	981,873
Total revenues	9,372,053	2,996,854	5,069,548	55,706	115,368	534,856	18,144,385
Expenditures:							
Current:							
Administration, mayor and council	2,529,370	-	-	-	41	-	2,529,411
Law and municipal court	182,668	-	-	-	-	-	182,668
Streets and highway	-	-	-	-	-	2,489,804	2,489,804
Community development	205,994	-	-	-	-	-	205,994
Parks, grounds, recreation, pool, etc.	1,468,756	-	-	-	-	-	1,468,756
Police	1,877,198	-	-	-	-	-	1,877,198
Nondepartmental and other	-	-	-	5,317	-	-	5,317
Land project	9,483	-	-	-	165	-	9,648
Capital outlay/projects	-	-	15,686,216	-	-	502,345	16,188,561
Debt service:							
Principal retirement	108,019	2,686,017	9,085,000	1,245,000	-	-	13,124,036
Interest and other	11,693	1,060,704	1,233,365	274,362	-	-	2,580,124
Debt issuance costs	-	-	356,277	-	-		356,277
Total expenditures	6,393,181	3,746,721	26,360,858	1,524,679	206	2,992,149	41,017,794
Excess (deficiency) of revenues over (under) expenditures	2,978,872	(749,867)	(21,291,310)	(1,468,973)	115,162	(2,457,293)	(22,873,409)
Other financing sources (uses):							
Premium on issuance of general obligation bonds	-	-	455,841	-	-	-	455,841
Proceeds from issuance of general obligation bonds	391,851	-	19,103,149	-	-	-	19,495,000
Transfers in	2,672,597	1,082,586	2,672,597	1,484,060	-	1,765,000	9,676,840
Transfers out	(6,264,243)	-	-	-	(2,672,597)	-	(8,936,840)
Total other financing sources (uses)	(3,199,795)	1,082,586	22,231,587	1,484,060	(2,672,597)	1,765,000	20,690,841
Net change in fund balance	(220,923)	332,719	940,277	15,087	(2,557,435)	(692,293)	(2,182,568)
Fund balance, beginning of year	3,964,832	719,290	11,462,282	9,389	6,685,966	4,050,995	26,892,754
Fund balance, end of year	$ 3,743,909	$ 1,052,009	$ 12,402,559	$ 24,476	$ 4,128,531	$ 3,358,702	$ 24,710,186

The accompanying notes are an integral part of the basic financial statements.

City of Bel Aire, Kansas

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities

For the Year Ended December 31, 2025

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balance -- total governmental funds		$ (2,182,568)
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation expense in the current period.		
Depreciation expense	$ (2,188,882)	
Capital assets capitalized	13,458,498	11,269,616
Payments received on certain assets are recognized as revenue when received in the fund. However, in the statement of net position, revenue is recognized when earned.		563,278
Payment of pension contributions is an expenditure in the governmental funds, but reduces the net pension liability in the statement of net position. Additionally, the effect of changes in deferred inflows and deferred outflows for pensions are only recorded in the statement of activities.		(296,349)
Payment of OPEB contributions is an expenditure in the governmental funds, but reduces the total OPEB liability in the statement of net position. Additionally, the effect of changes in deferred inflows and deferred outflows for OPEB are only recorded in the statement of activities.		(1,657)
Bond and loan proceeds and premiums provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position.		
General obligation bonds	(8,955,000)	
Temporary notes	(10,540,000)	
Premiums	(455,841)	(19,950,841)
Repayment of bond principal and other long-term obligations is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		
General obligation bonds	2,655,000	
Temporary notes	9,085,000	
Revenue bond - Public Building Commission	1,245,000	
Subscription liability	108,019	
Rail loan	31,017	13,124,036
In the statement of activities, interest is accrued on outstanding bonds, whereas in governmental funds, an interest expenditure is reported when due.		(160,355)
The amortization of bond premiums and deferred refundings affect long-term assets and liabilities on the statement of net position, but does not provide or use current financial resources to governmental funds.		(259)
In the statement of activities, compensated absences are measured by the amounts earned during the year. In the governmental funds, however, expenditures for this item is measured by the amount of financial resources used (essentially, the amounts actually paid). This year, the following difference was noted:		
Compensated absences earned exceeded benefits paid		(67,918)
Change in net position of governmental activities		$ 2,296,983

The accompanying notes are an integral part of the basic financial statements.

City of Bel Aire, Kansas
Statement of Net Position
Proprietary Funds
December 31, 2025

	Water	Sewer	Nonmajor Proprietary Funds	Total
Assets:				
Current assets:				
Cash, including investments	$ 2,232,422	$ 4,613,235	$ 516,334	$ 7,361,991
Receivables, net	382,498	360,285	277,177	1,019,960
Total current assets	2,614,920	4,973,520	793,511	8,381,951
Noncurrent assets:				
Capital assets:				
Land and construction in progress	1,177,319	1,561,559	-	2,738,878
Other capital assets, net of depreciation	10,371,042	13,728,348	379,454	24,478,844
Total noncurrent assets	11,548,361	15,289,907	379,454	27,217,722
Total assets	14,163,281	20,263,427	1,172,965	35,599,673
Deferred outflows of resources:				
Pension related items	47,851	29,304	-	77,155
Liabilities:				
Current liabilities:				
Accounts payable	164,874	151,839	53,000	369,713
Accrued payroll	11,134	53,685	-	64,819
Revolving loan - current	44,491	27,748	-	72,239
Compensated absences	10,512	9,395	-	19,907
Total current liabilities	231,011	242,667	53,000	526,678
Noncurrent liabilities:				
Revolving loan	355,127	217,553	-	572,680
Net pension liability	196,952	120,608	-	317,560
Compensated absences	33,601	29,408	-	63,009
Total noncurrent liabilities	585,680	367,569	-	953,249
Total liabilities	816,691	610,236	53,000	1,479,927
Deferred inflows of resources:				
Pension related items	52,428	32,106	-	84,534
Net position:				
Net investment in capital assets	11,148,743	15,044,606	379,454	26,572,803
Unrestricted	2,193,270	4,605,783	740,511	7,539,564
Total net position	$ 13,342,013	$ 19,650,389	$ 1,119,965	$ 34,112,367

The accompanying notes are an integral part of the basic financial statements.

City of Bel Aire, Kansas

Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Year Ended December 31, 2025

	Water	Sewer	Nonmajor Proprietary Funds	Total
Operating revenues:				
Charges for services	$ 3,592,003	$ 3,548,166	$ 875,222	$ 8,015,391
Operating expenses:				
Personnel	423,369	447,221	-	870,590
Contractual services	232,271	142,488	744,769	1,119,528
Water purchases	472,520	3,321	-	475,841
Operations and maintenance - CCUA	598,159	509,195	-	1,107,354
Debt service - CCUA	342,804	1,226,439	-	1,569,243
Payment in lieu of franchise fees	100,000	100,000	-	200,000
Other operating expenses	1,304,595	165,563	-	1,470,158
Depreciation	421,284	616,544	4,803	1,042,631
Total operating expenses	3,895,002	3,210,771	749,572	7,855,345
Operating income	(302,999)	337,395	125,650	160,046
Nonoperating revenues and expenses:				
Interest and other	89,512	112,079	16,900	218,491
Intergovernmental revenue	-	-	179,500	179,500
Capital contributions	1,300,821	1,167,085	-	2,467,906
Total nonoperating revenue	1,390,333	1,279,164	196,400	2,865,897
Income before transfers	1,087,334	1,616,559	322,050	3,025,943
Transfers out	(310,000)	(330,000)	(100,000)	(740,000)
Change in net position	777,334	1,286,559	222,050	2,285,943
Net position, beginning of year	12,564,679	18,363,830	897,915	31,826,424
Net position, end of year	$ 13,342,013	$ 19,650,389	$ 1,119,965	$ 34,112,367

The accompanying notes are an integral part of the basic financial statements.

City of Bel Aire, Kansas
Statement of Cash Flows
Proprietary Funds
For the Year Ended December 31, 2025

	Water	Sewer	Nonmajor Proprietary Funds	Total
Cash flows from operating activities:				
Cash received from customers	$ 3,490,067	$ 3,431,037	$ 660,646	$ 7,581,750
Payments to suppliers for goods and services	(2,973,535)	(2,043,515)	(739,726)	(5,756,776)
Payments to employees for salaries and benefits	(352,943)	(449,980)	-	(802,923)
Net cash flow from operating activities	163,589	937,542	(79,080)	1,022,051
Cash flows from non-capital financing activities:				
Transfers to other funds	(310,000)	(330,000)	(100,000)	(740,000)
Net cash flow from non-capital financing activities	(310,000)	(330,000)	(100,000)	(740,000)
Cash flows from capital and related financing activities:				
Revolving loan payments	(42,395)	(26,074)	-	(68,469)
Acquisition of capital assets	(64,102)	(189,046)	(384,257)	(637,405)
Intergovernmental revenue	-	-	179,500	179,500
Net cash flow from capital and related financing activities	(106,497)	(215,120)	(204,757)	(526,374)
Cash flows from investing activities:				
Interest on investments	89,512	112,079	16,900	218,491
Net cash flow from investing activities	89,512	112,079	16,900	218,491
Net increase in cash and cash equivalents	(163,396)	504,501	(366,937)	(25,832)
Cash and cash equivalents, beginning of the year	2,395,818	4,108,734	883,271	7,387,823
Cash and cash equivalents, end of the year	$ 2,232,422	$ 4,613,235	$ 516,334	$ 7,361,991
Reconciliation of operating income to net cash flow from operating activities:				
Operating income	$ (302,999)	$ 337,395	$ 125,650	$ 160,046
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation expense	421,284	616,544	4,803	1,042,631
Change in net pension liability	22,700	(53,863)	-	(31,163)
Change in deferred outflows - pensions	(470)	18,139	-	17,669
Change in deferred inflows - pensions	35,506	15,161	-	50,667
Change in accounts receivable	(101,936)	(117,129)	(214,576)	(433,641)
Change in accounts payable	76,814	103,491	5,043	185,348
Change in accrued liabilities	12,690	17,804	-	30,494
Net cash flow from operating activities	$ 163,589	$ 937,542	$ (79,080)	$ 1,022,051
Schedule of non-cash capital and related financing activities:				
Contributions of capital assets	$ 1,300,821	$ 1,167,085	$ -	$ 2,467,906

The accompanying notes are an integral part of the basic financial statements.

NOTES TO THE FINANCIAL STATEMENTS

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Bel Aire, Kansas (City) is incorporated under the laws of the State of Kansas. The City adopted a Council-Manager form of City government in January 2010, consisting of an elected Mayor and Council and an appointed City Manager to oversee the daily operations.

The City provides services to the citizens in the areas of streets, water service, wastewater service, community development, public safety, planning and zoning, parks and recreation, public works and general administrative services.

The more significant accounting and reporting policies and practices employed by the City are as follows:

A. Reporting Entity

Generally accepted accounting principles require that the basic financial statements present the City (the primary government) and its component units. Component units are required to be included in the City's reporting entity because of the significance of their operational or financial relationships with the City.

Blended Component Unit - The statements include the financial data of the Public Building Commission (PBC). The PBC was formed several years ago in order to finance and build the 1) City Hall, 2) the swimming pool 3) an effluent line for the sale of "gray water" to Willowbend and 4) to finance the industrial park of the land project. The PBC issued debt instruments (revenue bonds) to finance the projects and leases the City Hall and swimming pool to the City. All revenues from City Hall rents, gray water sales and pool operations are pledged for debt service on the respective PBC revenue bonds.

Although the PBC is a legally separate organization, the City is financially accountable for the component unit in accordance with Governmental Accounting Standards Board (GASB) standards. The PBC's governing body is substantially the same as the governing body of the City; therefore, the PBC is "blended" with the City's financial statements. For financial reporting, the activities of the PBC are accounted for within the special revenue funds within the City's financial statements.

Separate audited financial statements are not prepared for the PBC.

On August 4, 2015, the City established the Bel Aire Land Bank (Land Bank) in conformance with K.S.A. 12-5901 et seq. Although the Land Bank is a legally separate organization, the City is financially accountable for the component unit in accordance with GASB standards. The Land Bank's governing body is substantially the same as the governing body of the City; therefore, the Land Bank is "blended" with the City's financial statements. For financial reporting, the activities of the Land Bank are accounted for within the special revenue funds within the City's financial statements.

Separate audited financial statements are not prepared for the Land Bank.

Related Organizations - The Chisholm Creek Utility Authority (Authority) is a quasi-municipal governmental entity formed in 2001 in accordance with Kansas Statutes 12-2901 through 2909, referred to as the Kansas Interlocal Cooperation Act. It was formed through the joint action of the Cities of Park City and Bel Aire, Kansas, for the purpose of providing "wholesale" water, wastewater and utility services to the cities.

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The Authority's purpose is to serve the two cities and the function of the cities is to ensure that the expenses of the Authority related to the water and wastewater operations of the project constructed by the revenue bonds are paid. The cities forming the Authority have planned that the Authority shall not create surplus cash balances from the use of City funds.

The Authority does not meet GASB requirements to be reported as a component unit but does meet the criteria as joint venture in the City's financial statements; however, no asset will be recorded as the City does not have an equity interest. Payments made by the City for debt service and subsidizing operating costs will be recorded as operating expenses of the City. See also Note IV.D.

Audited financial statements are available for the Chisholm Creek Utility Authority at the office of the City of Park City, 6110 N. Hydraulic, Park City, Kansas 67219.

B. Basis of Presentation

The City's basic financial statements include both government-wide (reporting the City as a whole) and fund financial statements (reporting the City's major funds).

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the City as a whole. Governmental activities are generally financed through taxes, intergovernmental revenues, and other non-exchange transactions, and are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Eliminations of interfund charges and balances have been made in these statements to minimize the double-counting of internal activities.

The Statement of Activities presents a comparison between direct expenses and program revenues for each program of the governmental activities. Direct expenses are specifically associated with a service, program or department and are therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipients of the goods or services offered by the programs and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program is self-financing or draws from the general revenues of the City.

The City's net position is reported in three parts - net investment in capital assets; restricted net position; and unrestricted net position. The government-wide focus is more on the sustainability of the City as an entity and the change in the City's net position resulting from the current year's activities.

Fund Financial Statements

Fund financial statements report detailed information about the City. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. Nonmajor funds are aggregated and presented in a single column.

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The major governmental funds of the City are described below:

The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Bond and Interest Fund* is used to pay the general obligation and revenue bond debt service requirements of the City.

The *Capital Projects Fund* is used to account for temporary debt issued funds that are used to finance specific projects in the short-term.

The *Public Building Commission* is used to finance and pay for certain projects using revenue bonds.

The *Land Bank Fund* is used to account for maintaining and selling real property located within the City.

The major proprietary funds of the City are the *Water Fund* and the *Sewer Fund* and are used to account for revenues and expenses of those activities.

C. Measurement Focus and Basis of Accounting and Fund Financial Statement Presentation

Government-Wide Financial Statements - The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. All assets and liabilities associated with the operation of the City are included on the statement of net position. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the budget year for which they are levied. Special assessments are recognized when levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Fund Financial Statements - Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, state fuel tax, and franchise taxes associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Sales taxes collected and held by merchants and/or the state at year-end on behalf of the City are recognized as revenue. Other revenues, including licenses and permits, certain charges for services, and miscellaneous revenues, are recorded as revenue when received in cash because they are generally not measurable until actually received.

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met. Unrestricted aid is reported as revenue in the fiscal year during which the entitlement is received.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water and sewer funds are charges to customers for sales and services. Operating expenses include the cost of sales and service, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and then unrestricted resources, as they are needed.

D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position

1. Deposits and Investments

K.S.A. 12-1675 limits the City's investment of idle funds to time deposits, open accounts and certificates of deposit with allowable financial institutions; U.S. Government securities; temporary notes; no-fund warrants; repurchase agreements; and the Kansas Municipal Investment Pool. Investments are reported at fair value based on quoted market prices.

For the purposes of the statement of cash flows, the City considers deposits and highly liquid investments with an original maturity of three months or less to be cash equivalents.

The investments of proceeds of long-term debt are governed by specific statutes and authorize the City to invest in the following:

Investments authorized by K.S.A. 12-1675
Direct obligations of the U.S. government or any other agency thereof
Money market funds comprised entirely of obligations of the U.S. Treasury and agencies thereof
Obligations of any municipality of Kansas
Investment agreements with a financial institution rated in the three highest rating categories by Moody's or Standard and Poor's

The City pools temporarily idle cash from all funds for investments purposes. Each fund's portion of the pool is shown on the Statement of Net Position as cash, including investments. Deposits during the year included cash in interest bearing and demand bank accounts. Interest is allocated to each fund based on the respective invested balance.

The City follows GASB 72, *Fair Value Measurement and Application,* which establishes a framework for measuring fair value that requires or permits fair value measurement and enhances disclosures about fair value measurements. Fair value is defined as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

for the asset or liability in an orderly transaction. There is a fair value hierarchy which requires an entity to maximize the use of observable inputs when measuring fair value. The guidance requires three levels of fair value measurement based on the respective inputs.

At December 31, 2025, investments consisted of funds invested in the Kansas Municipal Investment Pool (KMIP). The KMIP is an external investment pool not SEC (Securities and Exchange Commission) registered, which is regulated by the state and is valued at cost.

2. Receivables

Property Tax Receivable - In accordance with governing state statutes, property taxes levied during the current year are revenue sources to be used to finance the budget of the ensuing year. Taxes are assessed on a calendar year basis and are levied and become a lien on the property on November 1 of each year. The County Treasurer is the tax collection agent for all taxing entities within the County. Property owners have the option of paying one-half or the full amount of the taxes levied on or before December 20 during the year levied with the balance to be paid on or before May 10 of the ensuing year. State statutes prohibit the County Treasurer from distributing taxes collected in the year levied prior to January 1 of the ensuing year. Consequently, for revenue recognition purposes, the taxes levied during the current year are not due and receivable until the ensuing year. At December 31, such taxes are recorded as taxes receivable with a corresponding amount recorded as deferred inflows of resources on the balance sheets of the appropriate funds. It is not practical to apportion delinquent taxes held by the County Treasurer as of December 31, 2025. Estimated delinquencies are insignificant and have not been recorded.

Special Assessment Receivable - As required by state statutes, projects financed in part by special assessments are financed through general obligation bonds of the City and are retired from the Bond and Interest Fund. Further, state statutes require levying additional general ad valorem property taxes in the Bond and Interest Fund to finance delinquent special assessments.

The City's special assessment taxes are levied over a 15 to 20-year term of the bonds and the annual installments are due and payable with annual ad valorem property taxes. Liens may be foreclosed against the property benefited by the special assessments when delinquent assessments are two years in arrears. At December 31, 2025, the special assessment taxes levied are a lien on the property and are recorded as special assessments receivable in the Bond and Interest Fund with a corresponding amount recorded as deferred inflows of resources in the fund financial statements.

Real Estate Mortgage Note Receivable - The note receivable is from the sale of the previous City Hall. The note was entered into on June 1, 2004, for $495,000, with an initial interest rate of 4.5%, for a period not to exceed 24.5 years. At December 31, 2025, the note balance was $92,698.

3. Property Held for Resale

The City has transferred property to the Land Bank Fund. The purpose of the fund is to maintain and sell real property located within the City. The properties have been included as property held for resale in the Land Bank Fund.

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Capital Assets and Depreciation

General capital assets are those assets not specifically related to activities reported in the proprietary funds. These assets are reported in the governmental activities column of the government-wide statement of net position. Capital assets used by proprietary funds are reported in both the proprietary activities column of the government-wide statement of net position and in the individual proprietary funds. Donated assets are recorded at acquisition value as of the date of the donation.

The accounting and reporting treatment applied to the capital assets associated with a fund are determined by its measurement focus. General capital assets are long-lived assets of the City as a whole. Infrastructure such as streets, traffic signals and signs are capitalized. The valuation bases for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement cost. Capital assets in the proprietary funds are accounted for in the fund in which they are utilized. The valuation bases for proprietary fund capital assets are the same as those used for the general capital assets.

The City follows the policy of capitalizing assets with unit costs of $2,500 or more. Depreciation of capital assets is computed and recorded by the straight-line method and is recorded as an allocated expense in the Statement of Activities with accumulated depreciation reflected in the Statement of Net Position and is provided on the straight-line basis over the following estimated useful lives:

Asset Class	Estimated Useful Lives
Buildings	40 years
Improvements/infrastructure	20-40 years
Equipment	5-10 years
SBITA right-to-use assets	5-7 years
Water System	35-40 years
Sewer System	40 years

5. Accrued Compensated Absences

The City's policy regarding vacation permits employees with 0 to 1 year of continuous service to earn 12 days vacation pay, 1 to 5 years continuous service to earn 15 days vacation pay, 5 to 10 years continuous service to earn 18 days vacation pay, 10 to 15 years continuous service to earn 20 days vacation pay, 15 to 20 years continuous service to earn 23 days vacation pay, 20 to 25 years continuous service to earn 26 days vacation pay, and for 25 or more years continuous service to earn 28 days vacation pay. Maximum carryovers are 12 days, 20 days, 23 days, 25 days, 28 days, 31 days, and 33 days, respectively, for each of the years of service categories noted above. All vacation pay is accrued when earned in the government-wide and proprietary fund financial statements.

The sick leave policy of the City provides that all regular employees who regularly work 40 hours per week accrue sick leave benefits at the rate of 3.7 hours per pay period, up to a maximum accumulation of 960 hours. Unused sick leave is not paid upon termination of employment or retirement.

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

In the governmental fund financial statements, a liability is accrued when it has matured, for example, as a result of employee resignations or retirements. Proprietary fund types and government-wide financial statements accrue vacation and sick pay as earned. The liabilities are based on current salary costs and the amount of leave that accumulates that has been earned and is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means.

6. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond issuance costs are expensed in the year incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

7. Pensions

The net pension liability is calculated as the difference between the actuarially calculated value of the projected benefit payments attributed to past periods of employee service and the plan's fiduciary net position. The total pension expense is comprised of the service cost or actuarial present value of projected benefit payments attributed to the valuation year, interest on the total pension liability, plan administrative expenses, current year benefit changes, and other changes in plan fiduciary net position less employee contributions and projected earnings on plan investments. Additionally, the total pension expense includes the annual recognition of outflows and inflows of resources due to pension assets and liability.

For purposes of measuring the collective net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Kansas Public Employees Retirement System (KPERS) and additions to/deductions from KPERS fiduciary net position have been determined on the same basis as they are reported by KPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

8. Fund Equity

In the government-wide statements, equity is shown as net position and classified into three components:

- Net investment in capital assets - consisting of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, leases, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

- Restricted net position - consisting of net position with constraints placed on their use either by (a) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (b) law through constitutional provisions or enabling legislation. The City first utilizes restricted resources to finance qualifying activities.

- Unrestricted net position - consists of all other net position that does not meet the definition of “restricted” or “net investment in capital assets.”

As prescribed by GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions,* governmental funds report fund balance classifications based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the funds can be spent.

In the governmental funds, equity is shown as fund balance and classified into five components:

- Nonspendable - Nonspendable consists of amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained.

- Restricted - Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments, or is imposed by law through constitutional provisions or enabling legislation.

- Committed - This classification consists of amounts that can be used only for the specific purposes imposed by a resolution made by the City Council and cannot be used for any other purpose unless removed or changed by taking the same type of action that previously committed those amounts.

- Assigned - Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. In the general fund, assigned amounts represent intended uses established by the City Council or a City official delegated that authority. Encumbrances are considered as assigned unless they specifically meet the requirements to be restricted or committed.

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

- Unassigned - This consists of the residual balance for the general fund not contained in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance resulting from expenditures exceeding amounts that had been restricted, committed or assigned.

The City applies restricted resources first to finance qualifying expenditures, when either restricted or unrestricted amounts are available. For unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts.

9. Deferred Inflows of Resources/Deferred Outflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/ expenditure) until then. The City has three items that qualify for reporting in this category in the government-wide statement of net position, deferred outflows for pensions, deferred outflows for OPEB and deferred charges on refunding. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. The amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. See Note IV. E. and IV. F. for more information on the deferred outflows for pensions and OPEB, respectively.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has four types of items, unavailable revenue, deferred revenue, deferred inflows for pensions and deferred inflows for OPEB that qualify for reporting in this category that qualify for reporting in this category. Unavailable revenue, which arises only under a modified accrual basis of accounting, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from special assessments. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. Deferred revenues are reported in both the government-wide statement of net position and the governmental funds balance sheet for property tax receivable. Property taxes are not recognized as revenue until the period for which they are levied. The third and fourth items, deferred inflows for pensions and OPEB, are reported on the government-wide statement of net position. See Note IV. E. and IV. F., respectively, for more information on these deferred inflows.

10. Land Project

The City invested in the land project for projected growth and future development.

The land project originally consisted of approximately 1,600 acres of land (600 acres residential, 200 acres commercial and 800 acres industrial park) and is being accounted for by using the cost recovery method as allowed under GASB 62.

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capitalized costs of the land project include but are not limited to:

- Land acquisition and title costs
- Capitalized interest and debt issuance costs
- Street, sewers, grading, excavating, improvements and infrastructure
- Other development costs

Under the hybrid cost recovery method, as parcels of land are sold, the proceeds are offset against the total accumulated costs of the project. Other methods of matching costs, such as the specific identification method, the gross profit method and the unit/area method were not practical in the circumstances.

Management deemed that the current estimated fair value of the project is in excess of the remaining unrecovered costs. Unrecovered costs at December 31, 2025, amounted to $1,870,525.

The industrial park portion of the land project was financed with Public Building Commission bonds and the amount outstanding at December 31, 2025 was $9,490,000, also see Note III. C.

11. Net Position

Net position represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. Restricted resources are used first to fund appropriations.

Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. Restricted resources are used first to fund appropriations.

12. Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect: (1) the reported amounts of assets and liabilities, (2) disclosures such as contingencies, and (3) the reported amounts of revenues and expenses included in such financial statements. Actual results could differ from those estimates.

Estimates significant to the financial statement include the valuation of land held for resale; see the Land Project discussion in No. 10 above.

II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Budgetary Information

Kansas statutes require budgets be adopted for all funds, unless exempted by a specific statute. The statutes provide for the following sequence and timetable in the adoption of the legal budget.

1. Preparation of the budget for the current fiscal year on or before August 1st.
2. Publication in local newspaper of the proposed budget and notice of hearing on the budget on or before August 5th.
3. Public hearing on or before August 15th, but at least 10 days after publication of notice of hearing.
4. Adoption of the final budget on or before August 25th.

The statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in revenue other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication the hearing may be held, and the governing body may amend the budget at any time.

If the municipality is holding a revenue neutral rate hearing the budget timeline for adoption of the final budget has been adjusted to on or before September 20th. The City did hold a revenue neutral rate hearing this year.

The statues permit transferring budgeted amounts between line items within an individual fund. However, such statutes prohibit expenditures in excess of the total amount of the adopted budget of expenditures of individual funds. Budget comparison statements are presented for each fund showing actual receipts and expenditures compared to legally budgeted receipts and expenditures.

All legal annual operating budgets are prepared using the modified accrual basis of accounting, modified further by the encumbrance method of accounting. Expenditures include disbursements, accounts payable, and encumbrances. Encumbrances are commitments by the City for future payments such as purchase orders or contracts.

A legal operating budget is not required for the following funds: Capital Improvement, Equipment Reserve, Capital Projects, Local Drug Forfeiture Fund, State Drug Forfeiture Fund, Federal Drug Forfeiture Fund, and the Public Building Commission.

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS

A. Deposits and Investments

Custodial Credit Risk. For deposits, custodial credit risk is the risk that, in the event of a bank failure, the City will not be able to recover the value of its deposits. For deposits, the City's policy follows state statutes which require pledged collateral with a fair value equal to 100% of the funds on deposit, less

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (CONTINUED)

insured amounts, and that the collateral be held in safekeeping in the City's name at other than the depository financial institution. To comply with the statutes, the City requires the issuance of joint custody receipts as evidence of the pledged collateral. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the City will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party.

At December 31, 2025, the City's deposits were fully covered by federal depository insurance or collateralized by securities held by the City's agent in the City's name.

At December 31, 2025, the City had invested $31,110,762 in the state's municipal investment pool not SEC (Securities and Exchange Commission) registered. The municipal investment pool is under the oversight of the Pooled Money Investment Board. The board is comprised of the State Treasurer and four additional members appointed by the State Governor. The board reports annually to the Kansas Legislature. State pooled monies may be invested in direct obligations of, or obligations that are insured as to principal and interest, by the U.S. government or any agency thereof, with maturities up to four years. No more than ten percent of those funds may be invested in mortgage-backed securities. In addition, the state pool may invest in repurchase agreements with Kansas banks or with primary government securities dealers. The investment in the municipal investment pools is valued at cost.

Credit Risk and Concentration of Credit Risk. Kansas law limits the types of investments that can be made by the City, which inherently reduces its credit risk. Credit risk is the risk that the issuer or other counterparty to an investment will be unable to fulfill its obligations to the holder of the investment. This risk can be measured by the assignment of a rating by a nationally recognized statistical rating organization. On December 31, 2025, 100% of the City's investments, $31,110,762, were invested in the Kansas Municipal Investment Pool, which is not rated.

Interest Rate Risk. As a means of managing its exposure to fair value losses arising from increasing interest rates, the City follows state statutes which generally limit investment maturities to two years. To minimize the risk of loss, the City matches investments to anticipated cash flows and diversifies the investment types to the extent practicable. Investments in U.S. treasury coupon securities have a maturity of less than one year.

Deposits and investments at December 31, 2025 appear in the financial statements as summarized below:

Carrying amount of deposits	$ 711,265
Carrying amount of investments	31,110,762
Total	$ 31,822,027

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (CONTINUED)

B. Capital Assets

Capital asset activity for the year ended December 31, 2025 was as follows:

	Balance January 1, 2025	Increases	Decreases	Balance December 31, 2025
Governmental activities:				
Capital assets, not being depreciated:				
Land and improvements				
Land Project	$ 1,390,152	$ --	$ --	$ 1,390,152
Parks, recreation, etc.	3,421,063	--	--	3,421,063
City Hall	400,752	--	--	400,752
Other	573,986	--	--	573,986
Construction in process	5,518,627	13,205,416	10,833,157	7,890,886
Total capital assets, not being depreciated	11,304,580	13,205,416	10,833,157	13,676,839
Capital assets, being depreciated				
Infrastructure	59,480,558	10,833,157	--	70,313,715
City Hall	2,950,273	--	--	2,950,273
Swimming pool	854,756	--	--	854,756
Subscription right-to-use	692,344	--	--	692,344
Other structures and equipment	5,156,079	253,082	185,074	5,224,087
Total capital assets, being depreciated	69,134,010	11,086,239	185,074	80,035,175
Less accumulated depreciation				
Infrastructure	20,926,986	1,633,227	--	22,560,213
City Hall	1,368,573	66,381	--	1,434,954
Swimming pool	487,216	25,643	--	512,859
Subscription right-to-use	87,804	150,192	--	237,996
Other structures and equipment	3,338,335	313,439	185,074	3,466,700
Total accumulated depreciation	26,208,914	2,188,882	185,074	28,212,722
Total capital assets, being depreciated, net	42,925,096	8,897,357	--	51,822,453
Governmental activities capital assets, net	$ 54,229,676	$ 22,102,773	$ 10,833,157	$ 65,499,292

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
Administration, Mayor and Council	$ 9,153
Police	83,452
Capital improvement program	205,560
Community development	1,828,001
Parks, grounds, recreation, pool, etc.	62,716
Total depreciation expense	$ 2,188,882

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (CONTINUED)

	Balance January 1, 2025	Increases	Decreases	Balance December 31, 2025
Business-type activities:				
Capital assets, not being depreciated:				
Land and improvements	$ 534,040	$ 75,743	$ --	$ 609,783
Construction in process	1,557,514	2,467,906	1,896,325	2,129,095
Total capital assets, not being depreciated	2,091,554	2,543,649	1,896,325	2,738,878
Capital assets, being depreciated				
Plant and equipment	36,555,138	2,457,987	--	39,013,125
Less accumulated depreciation	13,491,650	1,042,631	--	14,534,281
Total capital assets, being depreciated, net	23,063,488	1,415,356	--	24,478,844
Proprietary activities capital assets, net	$ 25,155,042	$ 3,959,005	$ 1,896,325	$ 27,217,722
Depreciation expense				$ 1,042,631

C. Long-Term Debt

Long-term liability activity for the year ended December 31, 2025 was as follows:

	Balance January 1, 2025	Additions	Reductions	Balance December 31, 2025	Due within one year
Governmental activities:					
General obligation bonds	$ 43,765,000	$ 8,955,000	$ 2,655,000	$ 50,065,000	$ 3,040,000
Temporary notes	24,915,000	10,540,000	9,085,000	26,370,000	6,855,000
Revenue bonds - PBC	12,335,000	--	1,245,000	11,090,000	1,265,000
Rail loan	31,017	--	31,017	-	--
Premiums	2,070,150	455,841	202,446	2,323,545	--
Discounts	(59,750)	--	(20,477)	(39,273)	--
SBITA liabilities	451,500	--	108,019	343,481	111,202
Net pension liability	2,758,625	1,682,396	1,072,423	3,368,598	--
Total OPEB liability	26,690	19,628	20,759	25,559	--
Compensated absences	281,631	67,918	--	349,549	112,652
Total governmental activities	$ 86,574,863	$ 21,720,783	$ 14,399,187	$ 93,896,459	$ 11,383,854
Business-type activities:					
Revolving loans	$ 713,388	$ --	$ 68,469	$ 644,919	$ 72,239
Net pension liability	348,723	107,032	138,195	317,560	--
Compensated absences	49,768	33,148	--	82,916	19,907
Total business-type activities	$ 1,111,879	$ 140,180	$ 206,664	$ 1,045,395	$ 92,146

Compensated absences additions is the net change in the liability from January 1, 2025 to December 31, 2025.

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (CONTINUED)

General Obligation Bonds and Notes

The general obligation bonds to be paid with tax levies were issued to construct or acquire capital assets. Debt service payments are primarily made by the Bond and Interest Fund and the Public Building Commission. Temporary notes are generally paid from the Capital Projects Fund after bonds are issued.

General obligation bonds outstanding at December 31, 2025 are as follows:

	Interest Rates	Original Issue	Maturity Date	Outstanding December 31, 2025
Series 2014A	2.000% - 3.750%	$ 1,100,000	10/1/2034	$ 560,000
Series 2015A	2.000% - 2.500%	5,390,000	11/1/2027	640,000
Series 2015B	1.500% - 3.250%	575,000	11/1/2027	80,000
Series 2015D	2.000% - 3.500%	3,960,000	11/1/2036	2,390,000
Series 2015E	1.500% - 5.000%	220,000	11/1/2036	135,000
Series 2016A	2.000% - 4.000%	2,820,000	11/1/2037	1,610,000
Series 2017A	3.000% - 3.125%	5,545,000	11/1/2038	3,735,000
Series 2019A	2.000% - 3.000%	6,060,000	11/1/2040	4,815,000
Series 2019B	2.000% - 2.550%	1,430,000	11/1/2029	605,000
Series 2020B	1.400% - 2.000%	3,650,000	11/1/2041	2,205,000
Series 2021A	2.000% - 4.000%	5,135,000	11/1/2034	3,250,000
Series 2021C	2.125% - 4.000%	2,440,000	11/1/2041	2,065,000
Series 2022A	4.000% - 4.125%	3,635,000	11/1/2043	3,390,000
Series 2023A	4.000% - 5.000%	5,425,000	11/1/2044	5,255,000
Series 2024A	4.000% - 5.000%	10,375,000	11/1/2045	10,375,000
Series 2025A	4.000% - 5.000%	8,955,000	11/1/2046	8,955,000
Total		$ 66,715,000		$ 50,065,000

Temporary notes outstanding at December 31, 2025 are as follows:

	Interest Rates	Original Issue	Maturity Date	Outstanding December 31, 2025
Series 2023B	4.000%	$ 6,855,000	12/1/2026	$ 6,855,000
Series 2024B	3.125%	8,975,000	12/1/2027	8,975,000
Series 2025B	3.000%	10,540,000	12/1/2028	10,540,000
Total		$ 26,370,000		$ 26,370,000

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (CONTINUED)

The annual debt service requirements to amortize the general obligation bonds and temporary notes outstanding as of December 31, 2025 are as follows:

	Governmental Activities			
	General Obligation Bonds		Temporary Notes	
Year	Principal	Interest	Principal	Interest
2026	$ 3,040,000	$ 1,833,411	$ 6,855,000	$ 899,855
2027	3,280,000	1,730,030	8,975,000	596,669
2028	2,860,000	1,611,130	10,540,000	316,200
2029	2,905,000	1,506,482	--	--
2030	2,805,000	1,399,856	--	--
2031 - 2035	13,285,000	5,474,692	--	--
2036 - 2040	12,300,000	3,152,293	--	--
2041 - 2045	8,945,000	1,154,161	--	--
2046	645,000	27,413	--	--
Total	$ 50,065,000	$ 17,889,468	$ 26,370,000	$ 1,812,724

Subscription Liabilities

The City has entered into various subscription agreements. Below is a summary of the subscription agreements:

Description and purpose	Date of subscription start date	Amount of original agreement	Subscription term	Interest rates	Balance December 31, 2025
Axon Enterprises	1/1/2024	$ 108,196	60 months	2.312%	$ 66,274
Tyler Technologies	7/1/2024	407,641	54 months	3.049%	277,207
		$ 515,837			$ 343,481

The principal and interest requirements to maturity as of December 31, 2025, are as follows:

Year Ended December 31,	Principal	Interest
2026	$ 111,202	$ 8,510
2027	114,475	5,237
2028	117,804	1,908
Total	$ 343,481	$ 15,655

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (CONTINUED)

City of Bel Aire Public Building Commission

The City of Bel Aire Public Building Commission (PBC) is a component unit of the City. The City has authority to issue revenue bonds to finance the cost of acquiring and/or constructing land and facilities operated for a public purpose by a governmental entity. The PBC finances the debt service of the revenue bonds by leasing the land and facilities to the governmental entity which operates it. The operating governmental entity guarantees the rentals under the PBC lease. The PBC has no power to levy taxes, and revenue bonds issued by the PBC are not included in any legal debt limitation of the City. All revenues from City Hall rents, gray water sales, pool operations, and industrial land sales are pledged for debt service on the revenue bonds.

For the payment of its lease obligations, if necessary, the City may levy taxes on all taxable tangible property within its territorial jurisdiction. For the land project bonds, in addition to the lease payments, other revenue pledged for debt service include sales of land for industrial purposes.

The outstanding revenue bonds are as follows:

Purpose	Interest Rate	Original Issue	Maturity Date	Amount
Revenue Refunding Bonds - Series 2014A	2.000% - 4.000%	$ 3,050,000	2/1/2030	$ 1,200,000
Taxable Revenue Refunding Bonds - Series 2014B	2.000% - 4.600%	1,120,000	2/1/2030	400,000
Taxable Revenue Refunding Bonds - Series 2021	2.000% - 2.220%	13,195,000	5/1/2034	9,490,000
Total		$ 17,365,000		$ 11,090,000

The City has entered into capital lease agreements with the PBC for leases of the City Hall, swimming pool and the land project. Lease payments are to be in amounts adequate to pay the PBC's principal and interest maturities on its bonds payable. Future payments due from the City are reflected below:

	PBC Bonds		
Year	Principal	Interest	Total
2026	$ 1,265,000	$ 243,000	$ 1,508,000
2027	1,300,000	211,200	1,511,200
2028	1,330,000	178,400	1,508,400
2029	1,355,000	144,775	1,499,775
2030	1,405,000	109,930	1,514,930
2031 - 2034	4,435,000	190,565	4,625,565
Total	$ 11,090,000	$ 1,077,870	$ 12,167,870

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (CONTINUED)

Pledged Revenues

The City has pledged specific revenue streams to secure the repayment of certain outstanding debt issues. The following table lists those revenues, the amount and term of pledge remaining, the current year principal and interest on the debt, the amount of pledged revenue recognized during the current fiscal year, and approximate percentage of the revenue stream that has been committed. Annual principal and interest payments not funded by the pledged revenues noted below are budgeted and paid from the City's general tax revenues:

Issue	Revenue Pledged	Amount of Pledge	Term of Commitment	Percent of Revenue Pledged	Principal and Interest for 2025	Pledged Revenues Recognized in 2025
Governmental Activities						
2021A	Land sales for industrial use	$ 11,555,825	Through 2034	100%	$ 1,157,760	$ --
2014A	City Hall rent and pool operations	$ 1,591,300	Through 2030	100%	$ 267,300	$ 47,058
2014B	Grey water sales	$ 539,695	Through 2030	100%	$ 93,890	$ 55,706

Conduit Debt

From time to time, the City has sponsored the issuance of Industrial Revenue Bonds to provide financial assistance to private-sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership for the acquired facilities transfers to the private-sector entity served by the bond issuance. The City, state nor any political subdivision thereof is obligated in any manner for repayment of the bonds. The total amount outstanding at December 31, 2025 was $119,980,952.

Revolving Loans

The City entered into a loan agreement with the Kansas Department of Health and Environment for a project to reroute certain waterlines and replace existing user meters. The maximum amount of the loan is not to exceed $858,942. Principal and interest payments commenced August 1, 2014 at 2.16% interest. At December 31, 2025, the balance of this loan was $399,618.

The City entered into a loan agreement with the Kansas Department of Health and Environment for a project to provide for various improvements to the sanitary sewer system including manhole rehabilitation, replacement of several sewer lines, upgrade to the wastewater pumping station and SCADA system. The maximum amount of the loan is not to exceed $535,980. Principal and interest payments commenced September 1, 2014 at 2.12% interest. At December 31, 2025, the balance of this loan was $245,301.

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (CONTINUED)

Annual debt service requirements as of December 31, 2025 are as follows:

	Business-type Activities			
	Water Fund		Sewer Fund	
Year	Principal	Interest	Principal	Interest
2026	$ 44,491	$ 7,229	$ 27,748	$ 4,651
2027	45,457	6,419	28,339	4,129
2028	46,444	5,592	28,943	3,596
2029	47,452	4,747	29,560	3,052
2030	48,483	3,884	30,190	2,497
2031 - 2034	167,291	6,518	100,521	4,188
Total	$ 399,618	$ 34,389	$ 245,301	$ 22,113

Rail Loan

The City entered into a loan agreement with the Kansas Department of Transportation for a project to build a railroad spur in the Sunflower Commerce Park. The maximum amount of the loan is not to exceed $421,358. Payments commence upon the completion of the railroad spur at 2% interest. This loan was paid in full as of December 31, 2025.

D. Interfund Transfers

A summary of interfund transfers by fund type for the year ended December 31, 2025 is as follows:

	Transfer to:							
	General	Capital Improvements	Equipment Reserve	Bond and Interest	PBC	Special Street and Highway	Capital Projects	Total
Transfer from:								
General	$ --	$ 415,000	$ 100,000	$ 742,586	$ 1,484,060	$ 850,000	$ 2,672,597	$ 6,264,243
Land Bank	2,672,597	--	--	--	--	--	--	2,672,597
Solid Waste	--	--	--	--	--	100,000	--	100,000
Water	--	--	150,000	160,000	--	--	--	310,000
Sewer	--	--	150,000	180,000	--	--	--	330,000
Total	$ 2,672,597	$ 415,000	$ 400,000	$ 1,082,586	$ 1,484,060	$ 950,000	$ 2,672,597	$ 9,676,840

Transfers are used to (1) move revenues from the fund that a statute or the budget requires to collect them to the fund that a statute or the budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the Bond and Interest Fund as debt service payments become due, and (3) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. Any transfers within the governmental funds have been eliminated in the government-wide Statement of Activities.

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (CONTINUED)

Additionally, the Capital Projects Fund constructed assets in the amount of $1,300,821 and $1,167,085 to the Water and Sewer Funds, respectively. This activity is shown as an expenditure from the Capital Projects Fund and capital contribution revenue to the Water and Sewer Funds, in the fund financial statements. However, this activity is shown within transfers in the government-wide financial statements.

E. Fund Balances

A summary of the components of governmental fund balance, by purpose, is as follows:

	General	Bond and Interest	Capital Projects	Public Building Commission	Land Bank	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable	$ 92,698	$ --	$ --	$ --	$ 480,373	$ --	$ 573,071
Restricted for:							
Bond and interest	--	1,052,009	--	--	--	--	1,052,009
Land Bank	--	--	--	--	3,648,158	--	3,648,158
Capital projects	--	--	12,402,559		--	--	12,402,559
Public Building Commission	--	--	--	24,476	--	--	24,476
Drug forfeiture	--	--	--	--	--	3,653	3,653
Assigned to:							
Capital projects	--	--	--	--	--	2,096,422	2,096,422
Equipment reserve	--	--	--	--	--	1,258,627	1,258,627
Unassigned	3,651,211	--	--	--	--	--	3,651,211
Total fund balance	$ 3,743,909	$ 1,052,009	$ 12,402,559	$ 24,476	$ 4,128,531	$ 3,358,702	$ 24,710,186

IV. OTHER INFORMATION

A. Risk Management

The City is exposed to various risks of loss from torts: theft, damage to and destruction of assets; business interruption; errors and omissions; employee injuries and illnesses; natural disasters; and employee health, dental and accident benefits. Commercial insurance coverage is purchased for claims arising from such matters. Settled claims have not exceeded this commercial coverage in any of the four preceding years.

B. Contingent Liabilities

Various legal actions and claims against the City are currently pending. The ultimate liability that might result from their resolution is not presently determinable; however, in the opinion of management and counsel, the probability of material aggregate liabilities resulting from these claims is remote.

IV. OTHER INFORMATION (CONTINUED)

C. Construction Commitments

The City had outstanding construction commitments for various capital projects and improvements at December 31, 2025 as follows:

Project	Project costs to date	Approved project amount
Woodlawn Construction	$ 1,422,458	$ 1,791,908
BA Lakes	1,871,230	3,616,000
Aurora Park Phase 1	886,088	677,000
SCP 3rd	2,484,049	3,600,000
Street Improvement Discovery & Design	739,241	1,000,000
Skyview at Webb	165,297	2,574,000
Balac Sunflower Park - 3rd Addition	2,456	3,600,000
Chapel Landing - 6th Addition	2,114,161	1,910,000
53rd Street sidewalk	335,000	335,000
	$ 10,019,980	$ 19,103,908

D. Commitments to Chisholm Creek Utility Authority

The City's Service Agreement with the Chisholm Creek Utility Authority (Authority) requires the City to pay for minimum amounts of water and treated wastewater, whether such water is actually received by the City or whether such wastewater is actually accepted by the Authority and treated.

The Service Agreement also requires the City to maintain and collect rates and charges for service sufficient to a) pay its share of the expenses of the Authority, b) pay its share of the Authority's debt service payments, c) enable the City to have in each fiscal year a coverage ratio, as defined by the agreement, of not less than 1.25 on all debt service requirements and of not less than 1.10 on any Additional Indebtedness, as defined by the agreement, and d) provide reasonable and adequate reserves for the payment of Additional Indebtedness.

The City's obligations under the Service Agreement are several; no member of the Authority is responsible for payment obligations of any other member of the Authority.

Similarly, as required by the bond covenants relating to bonds issued by the Authority, the rates charged by each city participating in the Authority to its residents and businesses should result in the funds necessary for the cities to pay for all the water and wastewater costs of the Authority in addition to all debt service payments. Provisions of the revenue bond rate covenant were complied with for 2025.

IV. OTHER INFORMATION (CONTINUED)

At year-end, the Authority had revenue bonds and a land contract outstanding in the principal and interest amount of $54,447,608. The debt is more fully described in the audited financial statements of the Authority. Debt administration is handled by the Bank of New York and Security Bank of Kansas City, excluding the land contract.

During 2009, a temporary financing agreement was approved by the City for the Authority to make certain capital improvements to the wastewater treatment facilities. The improvements were approved up to $3,918,306, of which the City of Bel Aire is liable for $1,322,934. The temporary financing by the City will be repaid through the issuance of revenue bonds by the Authority. The payment of the revenue bonds will be through monthly payments by the cities to the Authority from revenues in utility funds.

Bel Aire's scheduled share of payments due to the Authority for currently issued revenue bonds and interest as of December 31, 2025 are as follows:

Year	Interest and Principal
2026	$ 3,075,276
2027	3,064,144
2028	3,065,012
2029	3,071,726
2030	3,060,300
2031 and thereafter	39,111,150
Total	$ 54,447,608

The above payments are recognized as expenses incurred for water and sewer operations. Funding is to be provided by user charges.

E. Pension and Other Post-Employment Benefit Plans

Defined Benefit Plans

General Information about the Pension Plan

Plan Description. The City participates in the Kansas Public Employees Retirement System (KPERS) and the Kansas Police and Firemen's Retirement System (KP&F). Both are part of a cost-sharing multiple-employer defined benefit pension plan as provided by K.S.A. 74-4901, et. seq. Kansas law establishes and amends benefit provisions. KPERS issues a publicly available financial report that includes financial statements and required supplementary information. KPERS' financial statements are included in its Annual Comprehensive Financial Report which can be found on the KPERS website at http://www.kspers.gov or by writing to KPERS (611 South Kansas, Suite 100, Topeka, KS 66603) or by calling 1-888-275-5737.

Benefits Provided. KPERS and KP&F provide retirement benefits, life insurance, disability income benefits, and death benefits. Benefits are established by statute and may only be changed by the Legislature. Members (except Police and Firemen) with 10 or more years of credited service, may retire as early as age 55 (Police and Firemen may be age 50 with 20 years of credited service), with an actuarially reduced monthly benefit. Normal retirement is at age 65, age 62 with 10 years of credited

IV. OTHER INFORMATION (CONTINUED)

service, or whenever an employee's combined age and years of credited service equal 85 "points" (Police and Firemen's normal retirement ages are age 60 with 15 years of credited service, age 55 with 20 years, age 50 with 25 years, or any age with 36 years of service).

Monthly retirement benefits are based on a statutory formula that includes final average salary and years of service. When ending employment, member employees may withdraw their contributions from their individual accounts, including interest. Member employees who withdraw their accumulated contributions lose all rights and privileges of membership. For all pension coverage groups, the accumulated contributions and interest are deposited into and disbursed from the membership accumulated reserve fund as established by K.S.A. 74-4922.

Member employees choose one of seven payment options for their monthly retirement benefits. At retirement a member employee may receive a lump-sum payment of up to 50% of the actuarial present value of the member employee's lifetime benefit. His or her monthly retirement benefit is then permanently reduced based on the amount of the lump-sum. Benefit increases, including ad hoc post-retirement benefit increases, must be passed into law by the Kansas Legislature. Benefit increases are under the authority of the Legislature and the Governor of the State of Kansas.

The 2012 Legislature made changes affecting new hires, current member employees and employers. A new KPERS 3 cash balance retirement plan for new hires starting January 1, 2015, was created. Normal retirement age for KPERS 3 is 65 with 5 years of service or 60 with 30 years of service. Early retirement is available at age 55 with 10 years of service, with a reduced benefit. Monthly benefit options are an annuity benefit based on the account balance at retirement.

For all pension coverage groups, the retirement benefits are disbursed from the retirement benefit payment reserve fund as established by K.S.A. 74-4922.

Contributions. K.S.A. 74-4919 and K.S.A. 74-49,210 establish the KPERS member-employee contributions rates. KPERS has multiple benefit structures and contribution rates depending on whether the employee is a KPERS 1, KPERS 2 or KPERS 3 member. KPERS 1 members are active and contributing members hired before July 1, 2009. KPERS 2 members were first employed in a covered position on or after July 1, 2009, and KPERS 3 members were first employed in a covered position on or after January 1, 2015. Effective January 1, 2015, Kansas law established the KPERS member-employee contribution rate at 6% of covered salary for KPERS 1, KPERS 2 and KPERS 3 members. K.S.A. 74-4975 establishes the Police and Firemen Retirement System (KP&F) member-employee contribution rate at 7.15% of covered salary. Member contributions are withheld by their employer and paid to KPERS according to the provisions of Section 414(h) of the Internal Revenue Code.

State law provides that the employer contribution rates for KPERS 1, KPERS 2, KPERS 3 and KP&F be determined based on the results of each annual actuarial valuation. KPERS is funded on an actuarial reserve basis. Kansas law sets a limitation on annual increases in the employer contribution rates. The actuarially determined employer contribution rate (not including the 1% contribution rate for the Death and Disability Program) and the statutory contribution rate was 9.71% for KPERS and 24.67% for KP&F for the fiscal year ended December 31, 2025.

Contributions to the pension plan from the City were $211,870 for KPERS and $246,812 for KP&F for the year ended December 31, 2025.

IV. OTHER INFORMATION (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

Although KPERS administers one cost sharing multiple-employer defined benefit pension plan, separate (sub) actuarial valuations are prepared to determine the actuarial determined contribution rate by group. Following this method, the measurement of the collective net pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense are determined separately for each group of the plan. The City participates in the local (KPERS) group and the Police and Firemen (KP&F) group.

At December 31, 2025, the City reported a liability of $1,715,609 for KPERS and $1,970,549 for KP&F for its proportionate share of the KPERS' collective net pension liability. The collective net pension liability was measured by KPERS as of June 30, 2025, and the total pension liability used to calculate the collective net pension liability was determined by an actuarial valuation as of December 31, 2024 which was rolled forward to June 30, 2025. The City's proportion of the collective net pension liability was based on the ratio of the City's actual contributions to KPERS and KP&F, relative to the total employer and nonemployer contributions of the KPERS and KP&F for the fiscal year ended June 30, 2025. The contributions used exclude contributions made for prior service, excess benefits and irregular payments. At June 30, 2025, the City's proportion and change from its proportion measured as of June 30, 2025 were as follows:

	Net pension liability as of December 31, 2025				
	Governmental Activities	Business-Type Activities	Total	Proportion as of June 30, 2025	Change in proportion from June 30, 2024
KPERS (local)	$ 1,398,049	$ 317,560	$ 1,715,609	0.086%	-0.017%
KP&F	1,970,549	-	1,970,549	0.122%	0.065%
	$ 3,368,598	$ 317,560	$ 3,686,158		

For the year ended December 31, 2025, the City recognized pension expense of $163,369 for KPERS and $634,074 for KP&F. At December 31, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources		Deferred Inflows of Resources	
	Governmental Activities	Business - Type Activities	Governmental Activities	Business - Type Activities
Difference between expected and actual experience	$ 411,968	$ 40,920	$ -	$ -
Net difference between projected and actual earnings on pension plan investments	--	--	99,204	10,906
Changes in proportionate share	1,159,490	8,626	324,152	73,628
Changes in assumptions	82,771	7,850	--	--
City contributions subsequent to measurement date	211,930	19,759	--	--
Total	$ 1,866,159	$ 77,155	$ 423,356	$ 84,534

IV. OTHER INFORMATION (CONTINUED)

The $231,689 reported as deferred outflows of resources related to pensions resulting from the City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ended December 31, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as increases (decreases) to pension expense as follows:

	Deferred Outflows (Inflows) of Resources	
Year ended December 31:	Governmental Activities	Business-Type Activities
2026	$ 577,697	$ 19,194
2027	304,100	(14,665)
2028	235,615	(19,218)
2029	113,461	(12,449)
	$ 1,230,873	$ (27,138)

Actuarial Assumptions. The total pension liability for KPERS in the December 31, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial cost method	Entry age normal
Price inflation	2.75%
Wage inflation	3.50%
Salary increases, including wage increases	3.50% to 15.50%, including inflation
Long-term rate of return, net of investment expense, and including price inflation	7.00%

Mortality rates were based on the Pub-2010 Mortality Tables, with age setbacks and age set forwards as well as other adjustments based on different membership groups. Future mortality improvements are anticipated using Scale MP-2021.

The actuarial assumptions used in the December 31, 2024, valuation were based on the results of an actuarial experience study conducted for the four-year period beginning January 1, 2019. The experience study is dated January 29, 2024.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage. Best estimates of arithmetic real rates of

IV. OTHER INFORMATION (CONTINUED)

return for each major asset class as of the most recent experience study dated January 29, 2024, a provided by KPERS' investment consultant, are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global equity	43%	8.20%
Core fixed income	13%	2.20%
Yield driven	12%	5.30%
Infrastructure	3%	6.80%
Real estate	15%	5.70%
Alternatives	11%	12.00%
Short-term investments	3%	0.30%
	100%	

Discount Rate. The discount rate used by KPERS to measure the total pension liability at June 30, 2025 was 7.00%, which was unchanged from the prior year. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the contractually required rate. The local employers do not necessarily contribute the full actuarial determined rate. Based on legislation passed in 1993, the employer contribution rates certified by the KPERS' Board of Trustees for this group may not increase by more than the statutory cap. The statutory cap for the state fiscal year 2025 was 1.2%. The local employers are currently contributing the full actuarial contribution rate. Employers contribute the full actuarial determined rate for KP&F. The expected employer actuarial contribution rate was modeled for future years, assuming all actuarial assumptions are met in the future years. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Collective Net Pension Liability to Changes in the Discount Rate. The following presents the City's proportionate share of the collective net pension liability calculated using the discount rate of 7.00%, as well as what the City's proportionate share of the collective net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.00%) or 1-percentage-point higher (8.00%) than the current rate:

IV. OTHER INFORMATION (CONTINUED)

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
City's KPERS proportionate share of the net pension liability	$ 2,531,709	$ 1,715,609	$ 1,030,206
City's KP&F proportionate share of the net pension liability	2,711,034	1,970,549	1,350,145
	$ 5,242,743	$ 3,686,158	$ 2,380,351

Pension Plan Fiduciary Net Position. Detailed information about the pension plan's fiduciary net position is available in the separately issued KPERS financial report.

Defined Contribution Plan 457 plan

The City established a defined contribution plan for certain employees. The plan is administered by the ICMA Retirement Corporation, and any changes to the plan's provisions or the contribution requirements are determined by the governing body of the City. The contribution percentage is 7% and there is no match. The contributions by the City for 2025 were $13,760.

F. Other Post Employment Benefits

COBRA

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the City makes health care benefits available to eligible former employees and eligible dependents. Certain requirements are outlined by the federal government for this coverage. The premium is paid in full by the insured. There is no cost to the City under this program.

KPERS Death and Disability OPEB Plan

Plan Description. The City participates in an agent multiple-employer defined benefit other post-employment benefit (OPEB) plan which is administered by KPERS. The plan provides long-term disability benefits and life insurance benefits for disabled members to KPERS members, as provided by K.S.A. 74-04927. The plan is administered through a trust held by KPERS that is funded to pay annual benefit payments. Because the trust's assets are used to pay employee benefits other than OPEB, no assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement 75. There is no stand-alone financial report for the plan.

Benefits Provided. Benefits are established by statute and may be amended by the KPERS Board of Trustees. The plan provides long-term disability benefits equal to 60% (prior to January 1, 2006, 66 2/3%) of annual compensation, offset by other benefits. Members receiving long-term disability benefits also receive

IV. OTHER INFORMATION (CONTINUED)

credit towards their KPERS retirement benefits and have their group life insurance coverage continued under the waiver premium provision.

Long-Term Disability Benefit - Monthly benefit is 60% of the member's monthly compensation, with a minimum of $100 and maximum of $5,000. The monthly benefit is subject to reduction by deductible sources of income, which include Social Security primary disability or retirement benefits, worker's compensation benefits, other disability benefits from any other source by reason of employment, and earnings from any form of employment. If the disability begins before age 60, benefits are payable while disability continues until the member's 65th birthday or retirement date, whichever occurs first. If the disability occurs after age 60, benefits are payable while disability continues, for a period of 5 years or until the member retires, whichever occurs first. Benefit payments for disabilities caused or contributed to by substance abuse or non-biologically based mental illnesses are limited to the term of the disability or 24 months per lifetime, whichever is less. There are no automatic cost-of-living increase provisions. KPERS has the authority to implement an ad hoc cost-of living increase.

Group Life Waiver of Premium Benefit - Upon the death of an employee who is receiving monthly disability benefits, the plan will pay a lump-sum benefit to eligible beneficiaries. The benefit amount will be 150% of the greater of the member's annual rate of compensation at the time of disability or the member's previous 12 months of compensation at the time of the last date on payroll. If the member has been disabled for 5 or more years, the annual compensation or salary rate at the time of death will be indexed using the consumer price before the life insurance benefit is computed. The indexing is based on the consumer price index, less one percentage point, to compute the death benefit. If a member is diagnosed as terminally ill with a life expectancy of 12 months or less, the member may be eligible to receive up to 100% of the death benefit rather than having the benefit paid to the beneficiary. If a member retires or disability benefits end, the member may convert the group life insurance coverage to an individual life insurance policy.

Employees Covered by Benefit Terms. At December 31, 2025, the following employees were covered by the benefit terms:

Inactive employee or beneficiaries currently receiving benefit payments	0
Active employees	30
	30

Total OPEB Liability

The City's total OPEB liability of $25,559 was measured as of June 30, 2025 and was determined by an actuarial valuation as of December 31, 2024, which was rolled forward to June 30, 2025.

Actuarial Assumptions and Other Inputs. The total OPEB liability in the December 31, 2024 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all period included in the measurement, unless otherwise noted:

IV. OTHER INFORMATION (CONTINUED)

Price inflation	2.75%
Payroll growth	3.00%
Salary increases, including inflation	3.50 to 10.30%, including price inflation
Discount rate	5.20%
Healthcare cost trend rates	Not applicable for the coverage in this plan
Retiree share of benefit cost	Not applicable for the coverage in this plan

The discount rate was based on the Bond Buyer General Obligation 20-Bond Municipal Index.

Mortality rates were based on the RP-2014 Mortality tables, as appropriate, with adjustment for mortality improvements based on Scale MP-2021.

The actuarial assumptions used in the June 30, 2025 valuation were based on an actuarial experience study for the period July 1, 2019 - June 30, 2022. Other demographic assumptions are set to be consistent with the actuarial assumptions reflected in the December 31, 2024 KPERS pension valuation.

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at fiscal year-end 12/31/24	$ 26,690
Changes for the year:	
Service cost	4,441
Interest	1,224
Effect of economic/demographic gains or losses	(4,606)
Effect of assumptions changes or inputs	(2,190)
Net changes	(1,131)
Balance at fiscal year-end 12/31/25	$ 25,559

Changes of Assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period and demographic assumption updates based on the most recent KPERS experience study. The discount rate increased from 3.93% on June 30, 2024 to 5.20% on June 30, 2025.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (4.20%) or 1-percentage-point higher (6.20%) than the current discount rate:

	1% Decrease (4.20%)	Current Discount Rate (5.20%)	1% Increase (6.20%)
Total OPEB liability	$ 27,281	$ 25,559	$ 23,880

IV. OTHER INFORMATION (CONTINUED)

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates. The healthcare trend rates do not affect the liabilities related to the long-term disability benefits sponsored by KPERS. Therefore, there is no sensitivity to a change in healthcare trend rates.

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2025, the City recognized OPEB expense of $1,657. At December 31, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 76,294	$ 136,885
Changes in assumptions	8,958	11,998
Total	$ 85,252	$ 148,883

There were no benefit payments made subsequent to the measurement date to be recognized as a reduction in the total OPEB liability for the year ended December 31, 2026. The remaining amounts reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

	Deferred (Inflows) & Outflows of Resources
Year ended December 31:	
2026	$ (3,938)
2027	(3,610)
2028	(2,892)
2029	(3,931)
2030	(18,552)
Thereafter	(30,708)
	$ (63,631)

G. Concentrations

The City buys all of its wastewater services from the Chisholm Creek Utility Authority. All water purchases are made from the Chisholm Creek Utility Authority and the City of Wichita.

IV. OTHER INFORMATION (CONTINUED)

H. Tax Abatements

The City follows GASB Statement No. 77 *Tax Abatement Disclosures*, which enhances comparability of financial statements among governments by establishing disclosures about the nature and magnitude of tax abatements enabling users to understand 1) how tax abatements affect a government's future ability to raise resources and meet its financial obligations and 2) the impact those abatements have on a government's financial position and economic condition.

GASB 77 defines a tax abatement as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the citizens of those governments.

The City enters into property tax abatement agreements with local businesses under the state Economic Development Opportunity Act of 2006. Under the Act, localities may grant property tax abatements of a maximum of ten years at up to 100% of a business' property tax bill for the purpose of attracting or retaining businesses within their jurisdictions. The abatements may be granted to any business located within or promising to relocate to the City. See further information regarding IRB's, including the amount outstanding at December 31, 2025, at Footnote III.C. - Conduit Debt.

The County Appraiser determines the full value of the property, noting the value that has been exempted through the program. The County Treasurer computes the taxes due on the appraised value only on the taxable portion of the property. For the fiscal year ended December 31, 2025, all of the buildings associated with tax abatements were still under construction; therefore, the City abated property taxes totaling $332,721 under this program. These agreements also include performance measurements that the business must achieve. If the performance measurements are not met, the tax abatement will be removed, and the business will have to pay their full property taxes.

I. Pending Governmental Accounting Standards

The effect on the City's financial statements of the following statements issued, but not yet adopted, has not yet been determined.

GASB Statement No. 103, *Financial Reporting Model Improvements*, improves five key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability:

1. Management Discussion and Analysis (MD&A) This statement requires that information presented in MD&A be limited to related topics discussed in five sections: 1) Overview of Financial Statements, 2) Financial Summary, 3) Detailed Analyses, 4) Significant Capital Asset and Long-Term Financing Activity and 5) Currently Known Facts, Decisions, or Conditions. MD&A should also explain why balances and results of operations changed and avoid unnecessary duplication by not repeating explanations that may be relevant to multiple sections. MD&A should continue to distinguish between the primary government and its discretely presented component units.

IV. OTHER INFORMATION (CONTINUED)

2. Unusual or Infrequent Items are described as transactions and other events that are either unusual in nature or infrequent in occurrence. These items are required to be displayed separately as the last presented flow of resources prior to the net change in resource flows in government-wide, governmental fund, and proprietary fund statements of resource flows

3. Presentation of Proprietary Fund statement of Revenues, Expenses and Changes in Fund Net position should continue to distinguish between operating and nonoperating revenues and expenses and provides additional guidance on determining nonoperating revenues and expenses. Additional subtotals are required to be presented to show a subtotal for “operating income (loss) and noncapital subsidies” prior to reporting other nonoperating revenues and expenses. Subsidies are defined within the statement.

4. Major Component Unit Information is required to be presented separately in the reporting entity’s statement of net position and statement of activities if it does not reduce the readability of the statements. If readability is impacted, combining statements of major component units should be presented after the fund financial statements.

5. Budgetary Comparison Information is required to be presented as required supplementary information (RSI) and variances between original and final budget amounts and variances between final and actual amounts are required to be presented. Explanation of significant difference must be presented in notes to the RSI.

The provisions of this statement are effective for financial statements for the City’s fiscal year ending December 31, 2026.

GASB Statement No. 104, *Disclosure of Certain Capital Assets* objective is to provide users of government financial statements with essential information about certain types of capital assets. This statement requires certain types of capital assets to be disclosed separately in the capital assets note disclosures required by Statement 34. Lease assets recognized in accordance with Statement No. 87 and intangible right-to-use assets recognized in accordance with Statement No. 94 should be disclosed separately by major class of underlying asset in the capital asset note disclosures. Subscription assets recognized in accordance with Statement No. 96 should also be separately disclosed. Other intangible assets other than those three types should be disclosed separately by major class. This Statement also required additional disclosures for capital assets held for sale and requires governments be evaluated each reporting period to ensure it meets the criteria that the sale will be probable within one year of the financial statement date. Governments should disclose the ending balance of capital assets held for sale, with separate disclosure for historical cost and accumulated depreciation by major asset class and the carrying amount of debt for which the capital assets held for sales are pledged as collateral for each major asset class. The provisions of this statement are effective for financial statements for the City’s fiscal year ending December 31, 2026.

GASB Statement No. 105, *Subsequent Events*, improves financial reporting related to subsequent events by clarifying the time frame for subsequent events, what subsequent events constitute recognized and nonrecognized events and specifying the items that are required to be disclosed about subsequent events. The provisions of this statement are effective for financial statements for the City’s fiscal year ending December 31, 2027.

REQUIRED SUPPLEMENTARY INFORMATION

Notes to Required Supplementary Information

December 31, 2025

Required supplementary information includes financial information and disclosures that are required by GASB but are not considered a part of the basic financial statements.

For the City, this information includes:

- A budgetary Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - Budget Basis - General Fund
- A budgetary Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - Budget Basis - Land Bank
- Defined Benefit Pension Plans - Share of the Collective Net Pension Liability Kansas Public Employee Retirement System Last Ten Fiscal Years
- Defined Benefit Pension Plans - Schedule of City's Contributions Kansas Public Employees Retirement System Last Ten Years
- Other Post Employment Plans - Schedule of Changes in the City's Death & Disability Total OPEB Liability and Related Ratios Last Seven Fiscal Years

Budgetary Comparison Schedule

The City utilizes encumbrances for budgetary reporting purposes. Encumbrances relating to certain contractual agreements, supplies and equipment that have been ordered but not received are reported in the year the commitment arises for budgetary reporting purposes. However, for financial reporting purposes, the goods or services are reported when they are received. Also see Note II to the financial statements for additional budgetary information.

City of Bel Aire, Kansas

Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual - Budget Basis
General Fund
Year ended December 31, 2025

	Budgeted Amounts Original	Budgeted Amounts Final	Actual Amounts Budgetary Basis	Variance with Final Budget Over/ (Under)
Revenues:				
Taxes and shared revenue:				
Ad valorem tax	$ 4,784,700	$ 4,784,700	$ 4,716,670	$ (68,030)
Delinquent tax	20,000	37,125	45,324	8,199
Motor vehicle tax	439,453	439,453	526,781	87,328
Sales tax	1,999,400	2,360,400	2,215,822	(144,578)
Franchise tax	881,000	901,000	876,627	(24,373)
Court fines	155,700	155,700	111,007	(44,693)
Licenses, permits and fees	473,100	639,952	263,154	(376,798)
Recreation fees	130,500	150,500	158,021	7,521
Rents and note collections	36,000	36,000	41,550	5,550
Intergovernmental	73,000	90,200	101,181	10,981
Interest	60,000	160,000	178,025	18,025
Other	51,588	71,873	487,820	415,947
Transfer in	-	2,672,597	2,672,597	-
Total revenues	9,104,441	12,499,500	12,394,579	(104,921)
Expenditures:				
City Administration:				
Personnel services	1,188,818	1,188,818	1,216,044	27,226
Contractual services	304,850	1,020,000	1,213,468	193,468
Commodities	137,600	137,600	99,858	(37,742)
Capital outlay	10,000	10,000	-	(10,000)
Community Development:				
Contractual services	261,000	261,000	187,649	(73,351)
Commodities	22,800	22,800	18,345	(4,455)
Capital outlay	40,000	40,000	-	(40,000)
Law and Municipal Court:				
Personnel services	103,745	103,745	108,259	4,514
Contractual services	67,600	67,600	67,109	(491)
Commodities	6,200	6,200	7,300	1,100
Parks and Grounds:				
Personnel services	161,350	161,350	154,647	(6,703)
Contractual services	37,000	37,000	97,996	60,996
Commodities	57,850	57,850	47,420	(10,430)
Capital outlay	80,000	80,000	-	(80,000)
Police:				
Personnel services	1,746,480	1,746,480	1,657,808	(88,672)
Contractual services	168,000	168,000	199,817	31,817
Commodities	171,600	171,600	139,285	(32,315)
Recreation:				
Personnel services	374,300	374,300	328,977	(45,323)
Contractual services	72,850	72,850	113,678	40,828
Commodities	76,550	76,550	132,296	55,746
Capital outlay	40,000	40,000	-	(40,000)

City of Bel Aire, Kansas

Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual - Budget Basis
General Fund
Year ended December 31, 2025

	Budgeted Amounts		Actual Amounts Budgetary Basis	Variance with Final Budget Over/ (Under)
	Original	Final		
Senior Center:				
Personnel services	18,000	18,000	62,812	44,812
Contractual services	6,600	6,600	1,659	(4,941)
Commodities	4,650	4,650	4,692	42
Central Park Pool:				
Personnel services	31,575	31,575	30,411	(1,164)
Contractual services	12,600	12,600	14,137	1,537
Commodities	18,000	18,000	12,454	(5,546)
Capital outlay	20,000	20,000	-	(20,000)
Economic Development:				
Personnel services	455,750	455,750	423,125	(32,625)
Contractual services	55,000	55,000	36,044	(18,956)
Commodities	26,800	26,800	8,408	(18,392)
Transfer out	3,591,646	6,264,243	6,264,243	-
Land project	78,000	78,000	9,483	(68,517)
Total expenditures	9,447,214	12,834,961	12,657,424	(177,537)
Net change in fund balance	$ (342,773)	$ (335,461)	$ (262,845)	$ 72,616
Fund balance, beginning of year			3,379,372	
Fund balance, end of year			$ 3,116,527	
Explanation of difference between budgetary and GAAP fund balance:				
Accrued revenues			627,382	
GAAP fund balance at end of year			$ 3,743,909	

City of Bel Aire, Kansas

Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual - Budget Basis
Land Bank Fund
Year ended December 31, 2025

	Budgeted Amounts Original	Budgeted Amounts Final	Actual Amounts Budgetary Basis	Final Budget Over/ (Under)
Revenues:				
Interest	$ 125,000	$ 125,000	$ 115,368	$ (9,632)
Total revenues	125,000	125,000	115,368	(9,632)
Expenditures:				
Special assessments	5,000	10,000	165	(9,835)
Other	-	-	41	41
Transfer out	-	2,672,597	2,672,597	-
Total expenditures	5,000	2,682,597	2,672,803	(9,794)
Net change in fund balance	$ 120,000	$ (2,557,597)	(2,557,435)	$ 162
Fund balance, beginning of year			6,205,593	
Fund balance, end of year			$ 3,648,158	
Explanation of difference between budgetary and GAAP fund balance:				
Property held for resale			480,373	
GAAP fund balance at end of year			$ 4,128,531	

City of Bel Aire, Kansas
REQUIRED SUPPLEMENTARY INFORMATION
December 31, 2025

Schedule of City's Proportionate Share of the Collective Net Pension Liability
Kansas Public Employees Retirement System
Last Ten Years

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Measurement Date	June 30, 2025	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016
City's proportion of the collective net pension liability										
KPERS (local group)	0.086%	0.103%	0.118%	0.121%	0.106%	0.104%	0.098%	0.096%	0.090%	0.087%
KP&F (police & firemen)*	0.122%	0.057%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
City's proportionate share of the net pension liability	$ 3,686,158	$ 3,107,348	$ 2,469,631	$ 2,409,535	$ 1,273,936	$ 1,799,776	$ 1,369,673	$ 1,331,099	$ 1,298,316	$ 1,353,388
City's covered payroll^	$ 3,044,650	$ 2,821,515	$ 2,567,023	$ 2,438,123	$ 2,065,726	$ 1,932,044	$ 1,786,806	$ 1,594,160	$ 1,477,171	$ 1,450,432
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	121%	110%	96%	99%	62%	93%	77%	83%	88%	93%
Plan fiduciary net position as a percentage of the total pension liability	75.26%	72.75%	70.70%	69.75%	76.40%	66.30%	69.88%	68.88%	67.12%	65.10%

* The City started participating in the KP&F Plan January 1, 2024 therefore prior year change in proportion is not applicable

^ Covered payroll is measured as of the measurement date ending June 30.

City of Bel Aire, Kansas
REQUIRED SUPPLEMENTARY INFORMATION
December 31, 2025

Schedule of City's Contributions
Kansas Public Employees Retirement System
Last Ten Fiscal Years

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Contractually required contribution	$ 458,682	$ 378,509	$ 224,749	$ 221,292	$ 197,781	$ 168,081	$ 166,245	$ 145,716	$ 133,898	$ 132,313
Contributions in relation to the contractually required contribution	(458,682)	(378,509)	(224,749)	(221,292)	(197,781)	(168,081)	(166,245)	(145,716)	(133,898)	(132,313)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's covered payroll ^	$ 3,182,428	$ 2,915,432	$2,672,804	$ 2,496,991	$ 2,240,888	$ 1,998,715	$ 1,870,020	$ 1,736,656	$ 1,569,560	$ 1,337,466
Contributions as a percentage of covered payroll	14.41%	12.98%	8.41%	8.86%	8.83%	8.41%	8.89%	8.39%	8.53%	9.89%

GASB 68 requires presentation of ten years.

^ Covered payroll is measured as of the the fiscal year end December 31

Changes in benefit terms for KPERS For the state fiscal year 2017, the KP&F group had a change in benefit terms. The Legislature changed the duty-related death benefit for KP&F members to the greater of 50% of Final Average Salary and member's accrued retirement benefit under the 100% joint and survivor option, payable to the member's spouse. Including any benefits that may be due to child beneficiaries, the total monthly benefits may not exceed 90% of the member's Final Average Salary. Prior to this bill, the duty-related spousal death benefit for KP&F member was 50% of the Final Average Salary, and the maximum available to the family was 75% of the member's Final Average Salary.

For the state fiscal year 2017, the Legislature changed the working after retirement rules for members who retire on or after January 1, 2018. The key changes to the working after retirement rules were to lengthen the waiting period for KPERS members to return to work from 60 days to 180 days for members who retire before attaining age 62, remove the earnings limitation for all retirees and establish a single-employer contribution schedule for all retirees.

For the state fiscal year 2021, the Legislature provided an increased benefit for disabled members who pass away prior to retirement if the disability was service-connected. The monthly benefit is equal to 50% of the member's final average salary at disability plus 10% for each dependent child up to a maximum of 75% or the retirement benefit the member would have received if the member had retired on the date of death if there are no dependent children.

For the state fiscal year 2023, the Legislature expanded the Deferred Retirement Option Plan (DROP) in KP&F to all employers as of April 27, 2023. Prior to this change, only members employed by the Kansas Highway Patrol and Kansas Bureau of Investigation were eligible.

For the state fiscal year 2024, the Legislature passed House Bill 2711 that included the following changes to the provisions and funding of KPERS:

- The lump sum retiree death benefit was increased from $4,000 to $6,000. The employer contribution rates for Local employers for CY 2025 were increased to reflect the additional contribution required to fund this benefit improvement.
- The employer contribution threshold for the 30% Working After Retirement (WAR) rate increased from $25,000 to $40,000, the earnings limit for KP&F retirees increased from $25,000 to $40,000, and an exemption from employer contributions was created for nurses and direct support workers at Community Development Disability Organizations (CDDOs). These changes had no impact on the valuation because specific assumptions for these occurrences are not used in the valuation.
- HB 2711 also increased the alternative investment cap from 15% to 25% and requires KPERS to divest all publicly traded securities held in funds by countries of concern, as defined by the bill. These changes had no impact on the valuation, because they are not expected to materially affect the asset allocation.

Changes in assumptions for KPERS. As a result of the experience study completed in November 2016, there were several changes made to the actuarial assumptions and methods since the prior valuation. The changes that impact all groups were effective December 31, 2016 and include:

- The price inflation assumption was lowered from 3.00% to 2.75%.
- The investment return assumption was lowered from 8.00% to 7.75%.
- The general wage growth assumption was lowered from 4.00% to 3.50%.
- The payroll growth assumption was lowered from 4.00% to 3.00%.

Changes from the November 2016 experience study that impacted individual groups are listed below:

KPERS:

- The post-retirement healthy mortality assumption was changed to the RP-2014 Mortality Table, with adjustments to better fit the observed experience for the various KPERS groups. The most recent mortality improvement scale, MP-2016 is used to anticipate future mortality improvements in the valuation process through the next experience study.
- The active member mortality assumption was modified to also be based on the RP-2014 Employee Mortality Table with adjustments.
- The retirement rates for the select period (when first eligible for unreduced benefits under Rule of 85) were increased, but all other retirement rates were decreased.
- Disability rates were decreased for all three groups.
- The termination of employment assumption was increased for all three groups.
- The interest crediting rate assumption for KPERS 3 members was lowered from 6.50% to 6.25%.

KP&F:

- The post-retirement healthy mortality assumption was changed to the RP-2014 Mortality Table with 1-year age set forward and the MP-2016 is used to anticipate future mortality improvements.
- The mortality assumption for disabled members was changed to the RP-2014 Disabled Lives Table (generational using MP-2016) with a 1-year age set forward.
- The active member mortality assumption was modified to the RP-2014 Employee Mortality Table with a 1-year age set forward with a 90% scaling factor.
- The retirement rates for Tier 1 were lowered and the ultimate assumed retirement age was changed from 63 to 65 for Tier 2.
- The termination of employment rates for Tier 2 were increased to better match the observed experience.

Required Supplementary Information

December 31, 2025

As a result of the experience study completed in January 2020, there were several changes made to the actuarial assumptions and methods since the prior valuation. The changes that impact all groups were effective December 31, 2019 and include:

- The investment return assumption was lowered from 7.75% to 7.50%.
- The general wage growth assumption was lowered from 3.50% to 3.25%.
- The payroll growth assumption was lowered from 3.00% to 2.75%.

December 31, 2020 assumption changes included a decrease of the investment return assumption from 7.75% to 7.25%.

Changes from the January 2020 experience study that impacted individual groups are listed below:

KPERS:

- Retirement rates were adjusted to partially reflect observed experience.
- Termination rates were increased for most KPERS groups.
- Disability rates were reduced.
- Factors for the State group that are used to anticipate higher liabilities due to higher final average salary at retirement for pre-1993 hires were modified to better reflect actual experience.
- The administrative expense load for contributions rates was increased from 0.16% to 0.18%.

KP&F:

- Retirement rates were adjusted to partially reflect observed experience.
- Factors for the KP&F group that are used to anticipate higher liabilities due to higher final average salary at retirement for pre-1993 hires were modified to better reflect actual experience.
- The administrative expense load for contributions rates was increased from 0.16% to 0.18%.

December 31, 2021, assumption changes included the following:

For all groups, the investment rate of return assumption decreased from 7.25% to 7.00%.

KPERS:

- Interest crediting rate assumption for KPERS 3 members was lowered from 6.25% to 6.00%.
- Annuity interest rate assumption for KPERS 3 members was lowered from 5.75% to 5.00%.

December 31, 2023 assumption changes included the following:

KPERS:

- Mortality rates were changed from being based on the RP-2014 Mortality Tables, with age setbacks and age set forwards as well as other adjustments based on different groups using future mortality improvements from Scale MP-2016 to being based on PUB 2010 Mortality Tables, with age setbacks and age set forwards based on different membership groups using future mortality improvements from Scale MP-2021.
- Retirement rates for the C60 group were adjusted to partially reflect observed experience.
- Disability rates were reduced.
- The probability of KPERS 1 members leaving their contributions with KPERS was modified to better reflect observed experience.
- Factors for the State and Local groups that are used to anticipate higher liabilities due to higher final average salary at retirement for pre-1993 hires were modified to better reflect actual experience.
- The administrative expense component of the actuarial required contribution rate was increased from 0.18% to 0.23%.
- Merit salary increase assumption was increased for School and Local Groups.

KP&F:

- Mortality rates were changed from being based on the RP-2014 Mortality Tables, with age setbacks and age set forwards as well as other adjustments based on different groups using future mortality improvements from Scale MP-2016 to being based on PUB 2010 Mortality Tables, with age setbacks and age set forwards based on different membership groups using future mortality improvements from Scale MP-2021.
- Retirement rates were adjusted to partially reflected observed experience.
- Disability rates were reduced.
- Termination rates were increased.
- The administrative expense component of the actuarial required contribution rate was increased from 0.18% to 0.23%.
- Merit salary increase assumption was increased.

City of Bel Aire, Kansas
REQUIRED SUPPLEMENTARY INFORMATION
December 31, 2025

Schedule of Changes in the City's
Death & Disability Total OPEB Liability and Related Ratios

Last Nine Fiscal Years*

	2025	2024	2023	2022	2021	2020	2019	2018	2017
Measurement Date	June 30, 2025	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017
Total OPEB liability									
Service cost	$ 4,441	$ 6,310	$ 5,924	$ 8,764	$ 8,277	$ 6,988	$ 6,349	$ 6,313	$ 6,051
Interest	1,224	1,672	1,539	5,086	4,444	1,860	3,007	3,627	3,515
Effect of economic/demographic gains or losses	(4,606)	(20,984)	(5,244)	(179,541)	40,698	141,938	(11,096)	(5,304)	-
Effect of assumptions changes or inputs	(2,190)	195	(256)	(15,878)	933	20,544	895	(778)	(2,030)
Benefit payments	-	-	-	(15,165)	(25,652)	(23,588)	(25,108)	(29,875)	(29,875)
Net change in total OPEB liability	(1,131)	(12,807)	1,963	(196,734)	28,700	147,742	(25,953)	(26,017)	(22,339)
Total OPEB liability - beginning	26,690	39,497	37,534	234,268	205,568	57,826	83,779	109,796	132,135
Total OPEB liability - ending	$ 25,559	$ 26,690	$ 39,497	$ 37,534	$ 234,268	$ 205,568	$ 57,826	$ 83,779	$ 109,796
Covered-employee payroll	$ 2,102,188	$ 2,376,766	$ 2,567,023	$ 2,438,123	$ 2,065,726	$ 1,932,044	$ 1,786,806	$ 1,594,160	$ 1,477,171
Total OPEB liability as a percentage of covered-employee payroll	1.22%	1.12%	1.54%	1.54%	11.34%	10.64%	3.24%	5.26%	7.43%

* GASB 75 requires presentation of ten years. As of December 31, 2025, only nine years of information is available
There are no assets accumulated in the trust to pay related benefits.

Changes of assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period:
- The discount rate increased from 2.85% on June 30, 2016 to 3.58% on June 30, 2017.
- The discount rate increased from 3.58% on June 30, 2017 to 3.87% on June 30, 2018.
- The discount rate decreased from 3.87% on June 30, 2018 to 3.50% on June 30, 2019.
- The discount rate decreased from 3.50% on June 30, 2019 to 2.21% on June 30, 2020.
- The discount rate decreased from 2.21% on June 30, 2020 to 2.16% on June 30, 2021.
- The discount rate decreased from 2.16% on June 30, 2021 to 3.54% on June 30, 2022.
- The discount rate increased from 3.54% on June 30, 2022 to 3.65% on June 30, 2023.
- The discount rate increased from 3.65% on June 30, 2023 to 3.93% on June 30, 2024.
- The discount rate increased from 3.93% on June 30, 2024 to 5.20% on June 30, 2025.

SUPPLEMENTARY INFORMATION

City of Bel Aire, Kansas
Combining Balance Sheet
Nonmajor Governmental Funds
Year ended December 31, 2025

	Special Revenue Funds				Capital Project Funds		
	Special Street and Highway	Local Drug Forfeiture	State Drug Forfeiture	Federal Forfeiture	Capital Improvement	Equipment Reserve	**Total Nonmajor Governmental Funds**
Assets:							
Cash, including investments	$ 386,994	$ 880	$ 1,552	$ 1,221	$ 1,734,110	$ 1,258,627	$ 3,383,384
Receivables	11,186	-	-	-	-	-	11,186
Total assets	$ 398,180	$ 880	$ 1,552	$ 1,221	$ 1,734,110	$ 1,258,627	$ 3,394,570
Liabilities:							
Accounts and retainage payable	$ 6,574	$ -	$ -	$ -	$ 25,968	$ -	$ 32,542
Accrued liabilities	3,326	-	-	-	-	-	3,326
Total liabilities	9,900	-	-	-	25,968	-	35,868
Fund balance:							
Restricted	-	880	1,552	1,221	-	-	3,653
Assigned	388,280	-	-	-	1,708,142	1,258,627	3,355,049
Total fund balance	388,280	880	1,552	1,221	1,708,142	1,258,627	3,358,702
Total liabilities, deferred inflows of resources and fund balance	$ 398,180	$ 880	$ 1,552	$ 1,221	$ 1,734,110	$ 1,258,627	$ 3,394,570

City of Bel Aire, Kansas

Combining Schedule of Revenues, Expenditures and Changes in
Fund Balances - Governmental Fund - Nonmajor Governmental Funds
For the Year ended December 31, 2025

	Special Revenue Funds				Capital Project Funds		
	Special Street and Highway	Local Drug Forfeiture	State Drug Forfeiture	Federal Forfeiture	Capital Improvement	Equipment Reserve	**Total Nonmajor Governmental Funds**
Revenues:							
Taxes and shared revenues	$ 383,012	$ -	$ -	$ -	$ -	$ -	$ 383,012
Miscellaneous	5,440	-	-	-	72,576	73,828	151,844
Total revenues	388,452	-	-	-	72,576	73,828	534,856
Expenditures:							
Streets and highways	2,489,804	-	-	-	-	-	2,489,804
Capital outlay	-	-	-	-	301,250	201,095	502,345
Total expenditures	2,489,804	-	-	-	301,250	201,095	2,992,149
Excess of revenues over (under) expenditures	(2,101,352)	-	-	-	(228,674)	(127,267)	(2,457,293)
Other financing sources (uses):							
Transfers in	950,000	-	-	-	415,000	400,000	1,765,000
Total other financing sources (uses)	950,000	-	-	-	415,000	400,000	1,765,000
Net change in fund balance	(1,151,352)	-	-	-	186,326	272,733	(692,293)
Fund balance, beginning of year	1,539,632	880	1,552	1,221	1,521,816	985,894	4,050,995
Fund balance, end of year	$ 388,280	$ 880	$ 1,552	$ 1,221	$ 1,708,142	$ 1,258,627	$ 3,358,702

City of Bel Aire, Kansas

Schedule of Revenues, Expenditures and Changes in
Fund Balance - Governmental Fund -Budget and Actual (Budget Basis)
Bond and Interest Fund
Year ended December 31, 2025

	Budgeted Amounts Original	Budgeted Amounts Final	Actual Amounts Budgetary Basis	Variance with Final Budget Over/ (Under)
Revenues:				
Special assessments	$ 2,610,114	$ 2,610,114	$ 2,930,817	$ 320,703
Interest	40,000	40,000	66,037	26,037
Bond proceeds	664,001	664,001	-	(664,001)
Transfer in	1,082,586	1,082,586	1,082,586	-
Total revenues	4,396,701	4,396,701	4,079,440	(317,261)
Expenditures:				
Principal payments	2,655,000	2,655,000	2,685,785	30,785
Interest expense	1,727,500	1,727,500	1,060,936	(666,564)
Total expenditures	4,382,500	4,382,500	3,746,721	(635,779)
Net change in fund balance	$ 14,201	$ 14,201	332,719	$ 318,518
Fund balance, beginning of year			719,290	
Fund balance, end of year			$ 1,052,009	

City of Bel Aire, Kansas

Schedule of Revenues, Expenditures and Changes in
Fund Balance - Governmental Fund - Actual (Budget Basis)
Capital Projects Fund
Year ended December 31, 2025

	Actual Amounts Budgetary Basis
Revenues:	
Bond proceeds	$ 19,103,149
Bond premiums	455,841
Intergovernmental revenue	2,639,113
Interest	308,924
Transfer in	2,672,597
Total revenues	25,179,624
Expenditures:	
Cost of issuance	356,277
Rock Spring	15,686,216
Temporary note and bond principal	9,085,000
Temporary note and bond interest	1,233,365
Total expenditures	26,360,858
Net change in fund balance	(1,181,234)
Fund balance, beginning of year	13,583,793
Fund balance, end of year	$ 12,402,559

City of Bel Aire, Kansas
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Governmental Fund - Actual (Budget Basis)
Public Building Commission
Year ended December 31, 2025

	Actual Amounts Budgetary Basis
Revenues:	
Industrial land sales	$ 55,706
Transfer in	1,484,060
Total revenues	1,539,766
Expenditures:	
Bond principal	1,245,000
Bond interest	274,362
Other	5,317
Total expenditures	1,524,679
Net change in fund balance	15,087
Fund balance, beginning of year	9,389
Fund balance, end of year	$ 24,476

City of Bel Aire, Kansas
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Governmental Fund - Budget and Actual (Budget Basis)
Special Street and Highway Fund
Year ended December 31, 2025

	Budgeted Amounts Original	Budgeted Amounts Final	Actual Amounts Budgetary Basis	Variance with Final Budget Over/ (Under)
Revenues:				
Taxes and Shared Revenue:				
State gas tax	$ 224,580	$ 265,545	$ 265,545	$ -
County gas tax	99,100	117,467	117,467	-
Interest	-	3,452	5,440	1,988
Transfer in	950,000	950,000	950,000	-
Total revenues	1,273,680	1,336,464	1,338,452	1,988
Expenditures:				
Personnel services	111,495	125,000	122,317	(2,683)
Contractual services	137,500	160,000	2,246,174	2,086,174
Commodities	164,700	164,700	121,313	(43,387)
Capital outlay	955,000	2,200,000	-	(2,200,000)
Total expenditures	1,368,695	2,649,700	2,489,804	(159,896)
Net change in fund balance	$ (95,015)	$ (1,313,236)	(1,151,352)	$ 161,884
Fund balance, beginning of year			1,539,632	
Fund balance, end of year			$ 388,280	

City of Bel Aire, Kansas
Combining Balance Sheet
Nonmajor Enterprise Funds
December 31, 2025

	Solid Waste	Stormwater	Total Nonmajor Enterprise
Assets:			
Current assets:			
Cash, including investments	$ 409,739	$ 106,595	$ 516,334
Receivables, net	86,051	191,126	277,177
Total current assets	495,790	297,721	793,511
Noncurrent assets:			
Capital assets:			
Other capital assets, net of depreciation	-	379,454	379,454
Total noncurrent assets	-	379,454	379,454
Total assets	495,790	677,175	1,172,965
Liabilities:			
Accounts payable	53,000	-	53,000
Total liabilities	53,000	-	53,000
Net position:			
Investment in capital assets	-	379,454	379,454
Unrestricted	442,790	297,721	740,511
Total net position	$ 442,790	$ 677,175	$ 1,119,965

City of Bel Aire, Kansas

Combining Statement of Revenues, Expenses and Changes in Net Position
Nonmajor Enterprise Funds
Year ended December 31, 2025

	Solid Waste	Stormwater	Total Nonmajor Enterprise
Operating revenues:			
Utility income	$ 760,903	$ 114,319	$ 875,222
Total operating revenues	760,903	114,319	875,222
Operating expenses:			
Contractual services	570,320	174,449	744,769
Depreciation	-	4,803	4,803
Total operating expenses	570,320	179,252	749,572
Operating income (loss)	190,583	(64,933)	125,650
Non-operating revenues (expenses):			
Intergovernmental revenue	-	179,500	179,500
Interest and other	5,555	11,345	16,900
Transfers out	(100,000)	-	(100,000)
Change in net position	96,138	125,912	222,050
Net position, beginning of year	346,652	551,263	897,915
Net position, end of year	$ 442,790	$ 677,175	$ 1,119,965

City of Bel Aire, Kansas
Combining Statement of Cash Flows
Nonmajor Enterprise Funds
Year ended December 31, 2025

	Solid Waste	Stormwater	Total Nonmajor Enterprise
Cash flows from operating activities:			
Cash received from customers	$ 727,930	$ (67,284)	$ 660,646
Payments to suppliers for goods and services	(565,277)	(174,449)	(739,726)
Net cash flow from operating activities	162,653	(241,733)	(79,080)
Cash flows from non-capital financing activities:			
Transfers to other funds	(100,000)	-	(100,000)
Net cash flow from non-capital financing activities	(100,000)	-	(100,000)
Cash flows from capital and related financing activities:			
Intergovernmental revenue	-	179,500	179,500
Acquisition of capital assets	-	(384,257)	(384,257)
Net cash flow from capital and related financing activities	-	(204,757)	(204,757)
Cash flows from investing activities:			
Interest on investments	5,555	11,345	16,900
Net cash flow from investing activities	5,555	11,345	16,900
Net increase in cash and cash equivalents	68,208	(435,145)	(366,937)
Cash and cash equivalents, beginning of the year	341,531	541,740	883,271
Cash and cash equivalents, end of the year	$ 409,739	$ 106,595	$ 516,334
Reconciliation of operating income to net cash flow from operating activities:			
Operating income	$ 190,583	$ (64,933)	$ 125,650
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation expense	-	4,803	4,803
Change in accounts receivable	(32,973)	(181,603)	(214,576)
Change in accounts payable	5,043	-	5,043
Net cash flow from operating activities	$ 162,653	$ (241,733)	$ (79,080)

City of Bel Aire, Kansas

Schedule of Revenues, Expenditures and Changes in
Fund Balance - Enterprise Funds - Budget and Actual (Budget Basis)
Water Fund
Year ended December 31, 2025

	Budgeted Amounts Original	Budgeted Amounts Final	Actual Amounts Budgetary Basis	Variance with Final Budget Over/ (Under)
Revenues:				
Utility income	$ 3,968,436	$ 3,622,037	$ 3,495,044	$ (126,993)
Interest income	65,000	65,000	72,378	7,378
Miscellaneous	10,000	10,000	17,134	7,134
Total revenues	4,043,436	3,697,037	3,584,556	(112,481)
Expenditures:				
Personnel services	455,420	350,000	347,801	(2,199)
Contractual services	2,490,000	2,490,000	1,724,282	(765,718)
Commodities	727,400	1,300,000	1,315,138	15,138
Capital outlay	-	54,259	54,259	-
Debt service	51,716	51,716	51,715	(1)
Transfer out	310,000	310,000	310,000	-
Total expenditures	4,034,536	4,555,975	3,803,195	(752,780)
Net change in fund balance	$ 8,900	$ (858,938)	(218,639)	$ 640,299
Fund balance, beginning of year			2,350,459	
Fund balance, end of year			$ 2,131,820	

City of Bel Aire, Kansas
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Enterprise Funds - Budget and Actual (Budget Basis)
Sewer Fund
Year ended December 31, 2025

	Budgeted Amounts Original	Budgeted Amounts Final	Actual Amounts Budgetary Basis	Variance with Final Budget Over/ (Under)
Revenues:				
Utility income	$ 3,194,872	$ 3,300,797	$ 3,431,037	$ 130,240
Interest income	75,000	110,000	112,079	2,079
Total revenues	3,269,872	3,410,797	3,543,116	132,319
Expenditures:				
Personnel services	355,290	465,000	452,468	(12,532)
Contractual services	1,722,400	1,722,400	2,057,186	334,786
Commodities	501,000	501,000	278,866	(222,134)
Capital outlay	400,000	400,000	-	(400,000)
Debt service	31,691	31,691	26,074	(5,617)
Transfer out	330,000	330,000	330,000	-
Total expenditures	3,340,381	3,450,091	3,144,594	(305,497)
Net change in fund balance	$ (70,509)	$ (39,294)	398,522	$ 437,816
Fund balance, beginning of year			4,009,189	
Fund balance, end of year			$ 4,407,711	

City of Bel Aire, Kansas
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Enterprise Funds - Budget and Actual (Budget Basis)
Solid Waste Fund
Year ended December 31, 2025

	Budgeted Amounts Original	Budgeted Amounts Final	Actual Amounts Budgetary Basis	Variance with Final Budget Over/ (Under)
Revenues:				
Utility income	$ 725,000	$ 725,000	$ 727,930	$ 2,930
Interest	-	-	5,555	5,555
Total revenues	725,000	725,000	733,485	8,485
Expenditures:				
Contractual services	650,000	650,000	570,320	(79,680)
Transfers out	100,000	100,000	100,000	-
Total expenditures	750,000	750,000	670,320	(79,680)
Net change in fund balance	$ (25,000)	$ (25,000)	63,165	$ 88,165
Fund balance, beginning of year			293,574	
Fund balance, end of year			$ 356,739	

City of Bel Aire, Kansas
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Enterprise Funds - Budget and Actual (Budget Basis)
Stormwater Fund
Year ended December 31, 2025

	Budgeted Amounts Original	Budgeted Amounts Final	Actual Amounts Budgetary Basis	Variance with Final Budget Over/ (Under)
Revenues:				
Utility income	$ 98,500	$ 120,000	$ 112,216	$ (7,784)
Intergovernmental income	-	180,000	-	(180,000)
Interest income	1,000	-	11,345	11,345
Total revenues	99,500	300,000	123,561	(176,439)
Expenditures:				
Contractual services	10,000	10,000	558,706	548,706
Capital outlay	400,000	600,000	-	(600,000)
Total expenditures	410,000	610,000	558,706	(51,294)
Net change in fund balance	$ (310,500)	$ (310,000)	(435,145)	$ (125,145)
Fund balance, beginning of year			541,740	
Fund balance, end of year			$ 106,595	

The Honorable Mayor and City Council Members
City of Bel Aire, Kansas

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Bel Aire, Kansas for the year ended December 31, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the *Kansas Municipal Audit and Accounting Guide* as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 29, 2026. Professional standards also require that we communicate to you the following information related to our audit.

Additionally, this letter includes other comments and suggestions with respect to matters that came to our attention in connection with our audit of the City's financial statements. These items are offered as constructive suggestions to be considered part of the ongoing process of modifying and improving the City's practices and procedures.

Significant Audit Matters
Qualitative Aspects of Accounting Practices - Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements.

No new accounting policies were adopted that significantly impacted the financial statements and the application of existing policies was not changed during 2025.

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus.

We did not identify any significant unusual transactions.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

- Land Project Valuation - Management evaluates the valuation of the land held for sale by comparing current year sales to asking prices and utilizing appraisals in the selling documents. As a basis for our conclusions, we compared asking prices to actual sales.

- Net Pension Liability - The City followed guidelines in GASB Statement No. 68 for reporting its proportionate share of KPERS collective net pension liability. This included obtaining KPERS' report on Schedules of Employer and Nonemployer Allocations and Schedules of Pension Amounts by Employer and Nonemployer as of June 30, 2025, which was audited by other

auditors. The City compared contributions made by the City to amounts included in this report. As a basis for our conclusions, we reviewed KPERS' report for reasonableness and verified and recalculated the City's information provided in the report.

- Total Other Post-Employment Benefit (OPEB) Liability - The City participates in KPERS' death and disability OPEB plan. The City followed guidelines in GASB Statement No. 75 for reporting its share of the KPERS' death and disability OPEB plan. This included obtaining an actuary report as of June 30, 2025 provided by KPERS on the City's share of this plan liability. As a basis for our conclusion, we reviewed KPERS' report for reasonableness and verified and recalculated the City's information provided in the report.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit - We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements - Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

Audit adjustments, other than those that are clearly trivial, proposed by us and recorded by the City are summarized below:

- to adjust beginning fund balance in various funds related to prior year audit adjustments
- to record debt activity for amounts paid directly by the trustee
- to adjust accounts payable and other accrued liabilities
- to properly record sales tax, mortgage, property tax, franchise tax, water and sewer and other operating receivables for amounts collected after year-end
- to adjust special assessments receivable
- to properly record the movement of funds to record long term debt activity
- various capital asset adjustments
- to record the net pension liability and total OPEB liability and related deferred inflows and outflows of resources
- to convert fund data for proper inclusion into the government-wide financial statements
- to recognize Base grant revenue spent in the current year
- to record subscription-based information technology arrangements in accordance with GASB 96

Uncorrected misstatements are summarized below. We identified the following uncorrected misstatement that management has concluded is not, individually or in the aggregate, material to the basic financial statements. We agree with management's conclusion in that regard. Uncorrected misstatements or matters underlying them could potentially cause future-period financial statements to be materially misstated, even if we have concluded that the uncorrected misstatements are immaterial to the financial statements under audit.

- To record additional accounts payable for construction done during the audit year totaling $171,034.

Disagreements with Management - For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations - We have requested certain representations from management that are included in the management representation letter dated August 17, 2026.

Management Consultations with Other Independent Accountants - In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues - We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Internal Control Matters

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended December 31, 2025, in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards,* issued by the Comptroller General of the United States and the *Kansas Municipal Audit and Accounting Guide*, we considered the City's system of internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiencies in internal control to be material weaknesses:

Accounting and Financial Reporting - The City's management is responsible for the accuracy, completeness and fairness of the data presented in the basic financial statements, including all disclosures. Management generated budgetary fund-level financial statements and provided supporting information to assist the auditors in compiling components of the footnotes, fund level statements and

government-wide financial statements that are in accordance with generally accepted accounting principles. Throughout the course of the audit, the auditors identified several adjusting entries to prepare the fund level statements, government-wide financial statements and complete set of notes to the financial statements. Management does review the adjusting entries and financial statements prepared by the auditors. We recommend the City develop policies and procedures by generally accepted accounting principles and ensure personnel receive ongoing training related to the preparation of the annual financial statements.

- A deficiency exists in controls over procedures used to initiate, authorize, record and process certain journal entries into the general ledger, and record recurring and nonrecurring adjustments to the financial statement including: activity recorded for capital assets (see more detail below); activity recorded for debt; and adjustments for accounts receivable and other liabilities. We recommend that the City develop policies and procedures to identify, evaluate and properly record all activity in the general ledger or as top-side report entries, as applicable.

- Certain adjustments to the capital asset records were required as a result of our procedures including: identification of completed construction in process (CIP) projects, and removal of those projects; recording of expenses to proper CIP projects; recording CIP in the water and sewer funds; and recording of land project transactions. We recommend that the City develop procedures to capture, track and record all capital asset activity. The City has indicated plans to properly capitalize, track, and record all capital asset activity in fiscal year 2026.

The deficiency described above could result in misstatements to the basic financial statements. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in the City's internal control to be a significant deficiency:

- Municipal Court Receivable/Revenue Segregation of Duties - One employee has the ability to enter traffic violations and violations of City ordinances as well as making changes and amendments to fees. Compensating controls include that all cash and checks collected by the court clerk are processed and posted into the system by the Treasurer's Department. We have previously recommended the City evaluate if the system can produce a report that shows changes made to tickets within the system. In fiscal year 2025, the City's new accounting system can run a report to view who entered a violation to enable a review to the journal registers posted by the City Treasurer. This also enables an internal review process that ensures that changes and amendments to fees correspond to payments made on the fees. The City is looking into putting these processes and controls in place during fiscal year 2026.

The deficiencies below are deficiencies in internal control that have compensating controls put into place by management, to help mitigate, but not eliminate the risk of material misstatement. We consider the following to be classified as internal control deficiencies:

Segregation of Duties -

- Payroll - One employee inputs employee master file information (can enter data for new employees and change pay rates), enters pay period information and processes payroll. Compensating controls include: the financial statements are reviewed and compared to the budget monthly by department heads and the City Council. A calculation verification report is reviewed by both the payroll clerk and the Director of Finance each payroll cycle. Starting mid-

2021, the system allowed for the Director of Finance to limit his access so he no longer can make pay changes. However, he can still grant himself this access and does when needing to fill in for the payroll clerk. We recommended in the 2021 governance letter that the City implement an authorization or approval process for changes made to the payroll system through review of master file change reports. In September 2022, the City Manager, who does not have access to make payroll changes, did begin reviewing payroll change reports for each pay period and has continued this review through 2025. We viewed these reports, noting the City Manager's signatures for two pay periods during the year.

- Accounting System - One employee has access to all areas of the accounting software, which provides the opportunity for management override of controls. Compensating controls include: the financial statements are reviewed and compared to the budget monthly by department heads and the City Council. Additionally, all journal entries recorded in the system are reviewed by both the Director of Finance and Treasurer. We recommended in the 2021 governance letter that someone independent of the accounting process reviews the entered budget and compares it to the legal budget. Starting in fiscal year 2023, the City had the City Clerk, who does not have access to the system, review the budget entered into the system for accuracy to approved budget.

- Utility Billings - During testing of utility billings, we identified instances where residential and commercial accounts had utility consumption during a billing period but did not receive a bill. It was determined that the accounting software was configured with a system rule that assigned a "no charge" status to accounts established with fewer than 16 days remaining in the billing cycle. As a result, consumption incurred during these partial billing periods was not billed to customers approximating $2,500. The City has since updated the system configuration to ensure customers are billed appropriately. We recommend the City implement a periodic review process to verify billing rules and system configurations are operating as intended.

Potential effects of the above noted control deficiencies include recording of fraudulent transactions resulting in potential misappropriation of assets that may not be detected in a timely manner.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis and other required supplementary information as listed in the table of contents of the financial statements, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information as listed in the table of contents of the financial statements. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Electronic Fund and Wire Transfers - The risk of loss or fraud around the electronic transfer of cash is significant and has grown exponentially in recent years. Therefore, we suggest the City evaluate current controls around these types of transactions to minimize risks associated with electronic payments.

In general, the City's processes and controls should:

- Maintain dual authorizations over electronic payments.

- Develop a formal written policy for generating, approving and executing electronic payments to ensure that all transfers are properly performed, routed, and accounted for. The lack of a formal written agreement can lead to improper transaction recording, whether by accident or fraud, that can result in significant loss to the City.

- Utilize written agreements with vendors that specifically communicate wire procedures, account numbers, multi-factor authentication requirements, change or update requirements, etc. These agreements should be strictly followed and extremely difficult to change to minimize the risk of fraudulent activity around electronic payments. Your bank or insurance company many times will have best practices and templates that align with the banking procedures or insurance policies already in place.

Cybersecurity - Effective cybersecurity risk management continues to be more important than ever in today's environment. Those charged with governance and executive management (the governance team) face an enormous challenge: to oversee how the City manages cybersecurity risk.

An effective cybersecurity risk management program includes assessments of your comprehensive risk, controls and vulnerabilities to provide reasonable, but not absolute, assurance that material breaches are prevented or detected, and mitigated in a timely manner. The combined effects of a City's dependency on IT, the complexity of IT networks and business applications, extensive reliance on third parties and human nature (i.e., susceptibility to social engineering) are only likely to increase the need for effective cybersecurity risk management programs.

As a best practice, we encourage executive management to be intimately involved with the risk management program and to share the results with the governance team.

Comprehensive Policy and Procedure Review - Given the broad and deep scope of your operations, you should consider completing a comprehensive evaluation of the adequacy and effectiveness of the entity's internal financial policies, processes and procedures, including a comparison to best practices among Cities the same size.

For entities that have experienced budget cuts in the finance area or those that have experienced turnover, a periodic review of controls is imperative. Even if your finance team has been stable over the years, we remind you that even the best design of controls is only as good as the people who carryout and execute such controls.

Financial policies, procedures and processes are a key element of sound fiscal administration. When policies are effective, they can preserve or enhance the fiscal health and wealth of the City and create efficiencies for staff members.

This comprehensive evaluation could include:

1. Evaluation of existing controls
2. Identification of financial policies that could lead to vulnerability to fraud and/or abuse
3. For those identified weaknesses and risks, recommendations for improvements

Restriction on Use - This information is intended solely for the information and use of the Mayor, City Council Members and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Closing
We will be pleased to respond to any questions you have about this report or set up an introductory meeting to discuss the other recommendations at no charge. We appreciate the opportunity to continue to be of service to the City of Bel Aire, Kansas.

Allen, Gibbs & Houlik, L.C.
CERTIFIED PUBLIC ACCOUNTANTS

Wichita, KS
August 17, 2026

City of Bel Aire, Kansas

STAFF REPORT

DATE: 9/1/2026
TO: Ted Henry, City Manager
FROM: Barry Smith, Director of Finance
RE: Report on Implementation of Auditor's Recommendations from 2025 Governance Letter

Auditors from Allen, Gibbs & Houlik L.C. (AGH) have completed the audit of the City's 2025 financial statements. Accompanying the audit was a Governing Body Communication letter dated August 17, 2026 that identifies areas of needed improvement in the City's internal control processes.

This memo highlights those deficiencies, and the corrective actions staff has already taken or will be taking in the future to address the concerns. AGH auditors have assured staff that the identified areas are due to the City's small staff size which is common among cities of the second class. These are the same weaknesses identified in the past audit years, along with one new weakness identified in the 2025 fiscal year related to utility billing.

Below, we provide an overview of the actions taken in response to each recommendation.

Accounting and Financial Reporting (Begins on Page 3 of the Governance Letter):

Bullett point 1: City staff members do not currently possess the level of training required to prepare the annual financial statements in accordance with Generally Accepted Accounting Principles (GAAP). Although the American Society of CPA's indicates that financial statements and note disclosures should be prepared "in-house" by a staff accountant, this requirement is not very realistic for most small municipalities, and many have this issue identified during their audit. The Finance department will begin working with our auditor on selecting training to begin completing these tasks for our next audit period. Staff has taken over the recording of payables in the correct year, and the new ERP system has allowed easier tracking of accounts receivable.

Bullett point 2: This deficiency is related to capital asset recording. Prior to the audit, capital projects funded with temporary notes were not considered to be assets until the permanent financing (GO bond) was issued. Auditors will continue to work with staff to ensure that going forward, capital projects will be moved from the "Construction In Progress" report to the schedule of assets when they are placed in service, not when they are bonded, however this improvement was not enough to fully remove this deficiency for 2025. The new ERP software is slowly allowing staff to integrate the moving of construction in progress to fixed assets when the project is completed and placed in service. Due to temporary notes and bonding schedules of three years from issuance. This will take another cycle or two to fully resolve.

Municipal Court receivable/revenue

One employee has the ability to enter traffic violations and violations of City ordinances and has the ability to accept payments as well. Compensating controls include that all cash and checks collected by the court clerk are processed and posted into the system by the Treasurer's Department. We recommend the City evaluate if the system can produce a report that shows changes made to tickets within the system.

With the new ERP system and restructuring of municipal court, staff are beginning to implement a monthly citation adjustment report that will be reviewed by someone who does not have access to the court system. Finance is currently working with Legal to solidify this process. This should move the deficiency down to the area of deficiency with compensating controls in the future. Also, the restructuring of

municipal court has allowed the court clerks to no longer take payments, strengthening the internal control of the identified weakness.

Deficiencies with Compensating Controls:

Payroll System Authorization and Approval Process:

The auditors in the 2021 Governance Letter (published in July of 2022) recommended the establishment of an authorization or approval process for changes made to the payroll system through the review of master file change reports. Currently, the City Manager reviews all pay increases and approves with his signature. Following the July 2022 recommendation, we developed a process where the City Manager quarterly reviews payroll change reports from the accounting system. This new process simply confirms the pay amount is correctly entered into our accounting system. As stated in the FY24 governance letter, in April of 2024 the quarterly reviews of payroll change reports were changed to every pay period. Also, the Finance Director reviews each payroll upon it being entered into our software and after the bank file has been created to ensure no changes were made between approval steps.

Accounting System:

One employee has access to all areas of the accounting software, which provides the opportunity for management override of controls. As stated in the Governance Letter, the City Clerk reviews the budget as approved by council to the budget imported into the system to ensure the budget reflects what was adopted. This has continued for 2025 and will continue for future years. All journal entries are now created by either the Director of Finance or City Treasurer. The software has been configured so the individual creating the journal entry cannot approve their own, eliminating the possibility of one person processing a journal entry on their own. Staff have also added a third element to the journal entry process which includes the City Manager updating all journal entries so three individuals have eyes on any journal entry being processed.

Utility Billings:

This item was new for FY25. During configuration of the new software, there was a setting that was set to “no charge” for accounts with less than 16 days of billed consumption. Once this was identified by the audit team, staff immediately reconciled this issue. Staff have also added additional review steps during the billing process, identifying new accounts created during the previous billing cycle with less than 16 days of activity to ensure any billed consumption during the 16-day period is carried over to the customer’s next bill. This issue in FY25 resulted in less than $2,500 of water consumption that was not billed.

In summary, we have made progress as a staff over the past several years. One of our biggest headaches is the limited time for staff to address these items in an effective manner. As we bring the new Assistant Finance Director on board, the Finance department looks forward to minimizing the items listed above. An additional staff member will allow broader capabilities in segregation of duties etc.

Respectfully,

Barry Smith
Director of Finance

City of Bel Aire, Kansas

STAFF REPORT

DATE: September 1, 2026

TO: Bel Aire City Council

FROM: Barry Smith, Finance Director

RE: Revenue Neutral Rate Hearing

SUMMARY:

Per state legislation, local units of government that intend to levy a tax rate in an amount greater than the amount of tax received the year prior, the entity must hold a RNR hearing.

The RNR is provided by the county clerk and sent to each local unit of government on or before June 15th of each year. The RNR is calculated by taking the total property taxes levied by the unit of local government for the prior year divided by the current estimated valuation of the local unit of government.

To exceed the RNR rate, each local unit of government must follow the following procedure:

1. Notify the county clerk by July 20th of the governing body's intent to exceed the revenue neutral rate. The notification must include the date, time, and location of the RNR hearing along with the total tax amount intended to be levied. (Bel Aire notified Sedgwick County on 7/15/26)

2. The RNR hearing must occur between August 20th and September 20th. (The RNR hearing for Bel Aire is scheduled for 9/1/26 at 7:00 pm located at City Hall)

3. At least 10 days in advance of the public hearing, the governing body shall publish notice of its proposed intent to exceed the RNR by publishing notice on the website of the governing body as well as in a weekly or daily newspaper of the county having general circulation therein. (Bel Aire published the RNR notice in the Ark Valley News and on the City website on 8/20/26)

4. A majority vote of the governing body, by the adoption of a resolution or ordinance to approve exceeding the revenue neutral rate, shall be required prior to adoption of a proposed budget that will result in a tax rate in excess of the RNR. Such vote of the governing body shall be conducted at the public hearing and on the same day as the commencement of the public hearing after the governing body has heard from interested taxpayers and shall be a roll call vote.

FINANCIAL CONSIDERATION:

The RNR for 2027 has been calculated at 37.390 mills.
The 2026 mill rate is 41.003
The proposed mill rate for the 2027 budget is 41.003 mills.

LEGAL IMPLICATIONS:

The RNR hearing is required by State law to be separate and prior to the also mandated Annual Budget Hearing.

State statute requires this resolution be approved by a roll call vote prior to the adoption of the annual budget.

The statute states “Such vote of the governing body shall be conducted at the public hearing and on the same day as the commencement of the hearing….” For that reason, in an abundance of caution, the vote will be taken during the RNR Public Hearing, ***after*** all interested taxpayers have been heard, and ***before*** the public hearing is closed.

City of Bel Aire

FY2027 Revenue Neural Rate Hearing & Resolution to Exceed

Revenue Neutral Rate (RNR)

What is the Revenue Neutral Rate?

- The RNR is the tax rate (in mills) needed to generate the same property tax revenue in dollars as levied the previous tax year using the current tax year's total assessed valuation.

How is the RNR calculated?

$$\frac{\text{Last year's total property tax dollars levied}}{\text{This year's estimated total assessed valuation}}$$

City of Bel Aire

RNR - Frequently Asked Questions

I received an RNR notice in the mail. What is this?

- The notice received in the mail shows all the taxing jurisdictions your property is located within. Next to each jurisdiction, shows the amount of property taxes you paid to each jurisdiction in the current year compared to the proposed taxes for the following year.
- In Bel Aire you pay property taxes to the following jurisdictions
  - State of Kansas (1.5 mills removed for 2026 Tax Year / 2027 Budget Year)
  - Sedgwick County
  - Fire District 1
  - City of Bel Aire
  - South Central Kansas Library System
  - USD259 or USD375 (location dependent)
  - Whitewater River Watershed (location dependent)
- The City of Bel Aire only controls its portion of your property tax bill (About 27%)

City of Bel Aire

RNR – Frequently Asked Questions

What is the process to exceed the RNR?

- Notify the County Clerk of the City's intent to exceed the RNR by July 20th. (July 15th)
- Publish the RNR hearing notice on the City website and in a newspaper of general circulation within the county at least 10 days prior to the hearing. (Aug 20th)
- The RNR hearing must be scheduled between Aug 20th and Sep 20th. (Sep 1st)
- Hold the RNR public hearing and allow all interested taxpayers an opportunity to provide comment. (Sep 1st)
- Adopt a resolution to exceed the RNR with a roll call vote after all interested taxpayers have been heard, but before the hearing is closed. (Sep 1st)

City of Bel Aire

RNR – Frequently Asked Questions

What is the RNR for Bel Aire and will Bel Aire exceed the RNR for the 2027 budget?

- The RNR for Bel Aire is 37.390 mills for the 2027 budget year.
- Yes, Bel Aire is a growing community, and growth requires increases in personnel, infrastructure, services, and maintenance costs. The cost for these items increase every year.

Will I pay more in property taxes if Bel Aire exceeds the RNR?

- Maybe. Your property taxes are determined by the value of your property and the amount of tax dollars levied by each taxing jurisdiction.

- The proposed tax dollars levied for the city portion of your property taxes in 2027 is proposed to remain flat at 41.003 mills. An IRB recently exercised its option to purchase. This could potentially decrease the final mill levy by an estimated .200 to .250 mills.

City of Bel Aire

Next Steps

- Open the RNR public hearing.
- Allow all interested taxpayers the opportunity to provide comment.
- Consider a resolution to exceed the RNR for the 2027 budget year.
- Roll call vote to approve the resolution.
- Close the RNR Public Hearing.

City of Bel Aire

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS TO EXCEED THE REVENUE NEUTRAL RATE IN ITS PROPERTY TAX LEVY FOR THE BUDGET YEAR OF 2027.

WHEREAS, the Governing Body of the City of Bel Aire is statutorily required within K.S.A. 79-2988 to provide a notice and hearing prior to exceeding the Revenue Neutral Rate; and

WHEREAS, the Sedgwick County Clerk was provided notice of the hearing on the Revenue Neutral Rate on the 15th day of July, 2026; and

WHEREAS, the Revenue Neutral Rate for budget year 2027 for the City of Bel Aire was calculated as 37.390 mills by the Sedgwick County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Bel Aire for budget year 2027, if approved, will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body of the City of Bel Aire held a hearing on the 1st of September, 2026 allowing all interested taxpayers an opportunity to be heard; and

WHEREAS, the Governing Body of the City of Bel Aire having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

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

The City of Bel Aire shall levy a property tax rate exceeding the Revenue Neutral Rate of 37.390 mills for Budget Year 2027.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

Roll Call Vote

A Roll Call Vote of the Governing Body of the City of Bel Aire to Levy a Property Tax Exceeding the Revenue Neutral Rate

Hearing to Exceed Revenue Neutral Rate held on September 1st, 2026

RESOLUTION NO. _____

Governing Body Member	Yes	No	No Vote
Councilmember Greg Davied			
Councilmember Emily Hamburg			
Councilmember Tyler Dehn			
Councilmember Brandon McIntosh			
Councilmember Mike Proctor			
TOTAL			

Certified:

_____

Dated this 1st day of September, 2026

ADOPTED this 1st day of September, 2026 and SIGNED by the Mayor.

CITY OF BEL AIRE, KANSAS

_____

Jim Benage, Mayor

ATTEST:

_____

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

_____

Maria A. Schrock, City Attorney

City of Bel Aire, Kansas

STAFF REPORT

DATE: September 1, 2026

TO: Bel Aire City Council

FROM: Barry Smith, Finance Director

RE: 2027 Budget Hearing

SUMMARY:

Per state legislation, local units of government must hold a hearing for all interested taxpayers for the proposed budget. After all interested taxpayers have provided comment, the public hearing can be closed.

FINANCIAL CONSIDERATION:

The FY27 budget summary is provided in this item.

LEGAL IMPLICATIONS:

State statute requires the City to hold a public hearing prior to approving the 2027 annual budget.

City of Bel Aire

FY2027 Budget Hearing and Adoption

Core City Services



- Police
- Municipal Courts



- Construction and maintenance of City Streets
- Street sweeping
- Snow and ice removal
- Right-of-Way mowing



- Water production and distribution
- Sewer treatment and removal
- Stormwater drainage management
- Trash and recycling



- Planning
- Civil Engineering
- Building Permits & Inspection
- Enforcement of Local Ordinances
- Professional Licenses



- Parks
- Recreational Facilities
- Adult Education Programs
- Festivals & Events
- Green Space



- Civic Engagement
- Public Square



- Administration
- Finance
- Legal









- ✓ insurance
- ✓ IT support (with necessary upgrades)
- ✓ utilities
- ✓ for audit, video storage, legal services, communication, cleaning
- ✓ for bldg. repairs, pest control, outsourced studies, outsourced engineering
- ✓ for rec instructors, mowing, code compliance, other



- ✓ fuel, vehicle repairs, maintenance



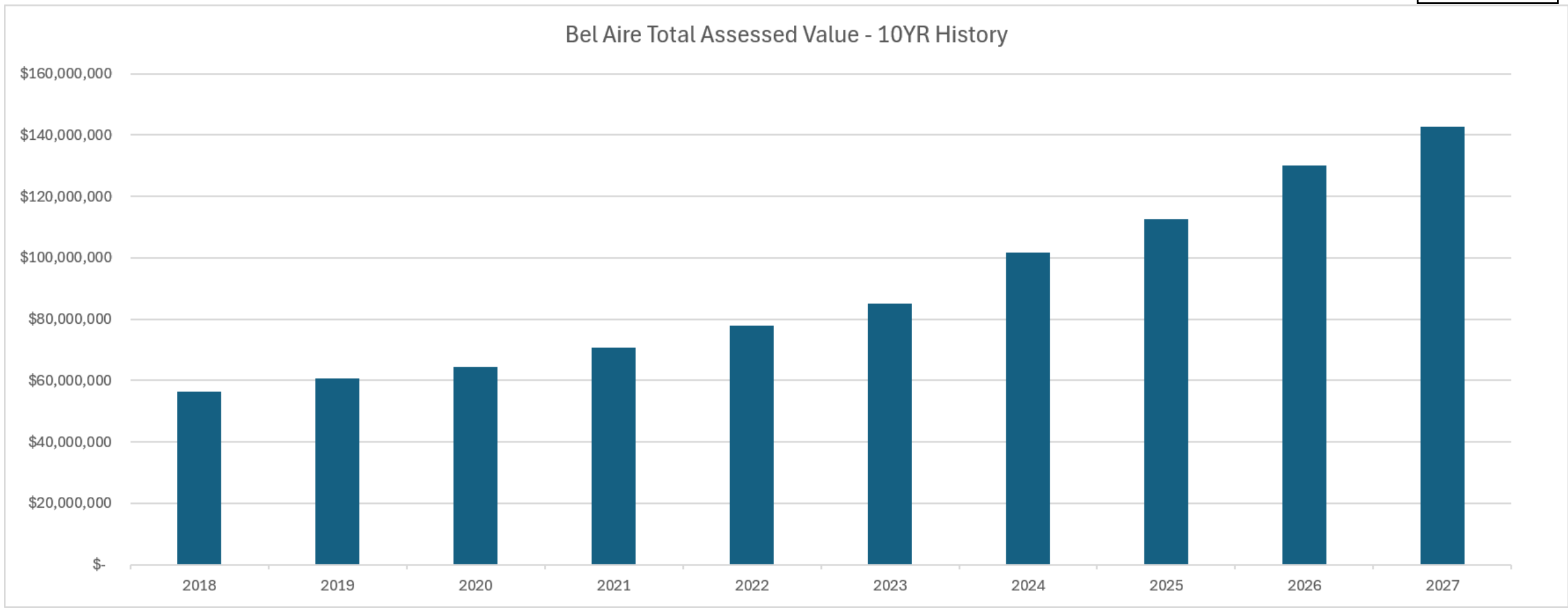
- ✓ agricultural supplies, trees, irrigation systems,
- ✓ office equipment, furnishings, supplies, postage, publications



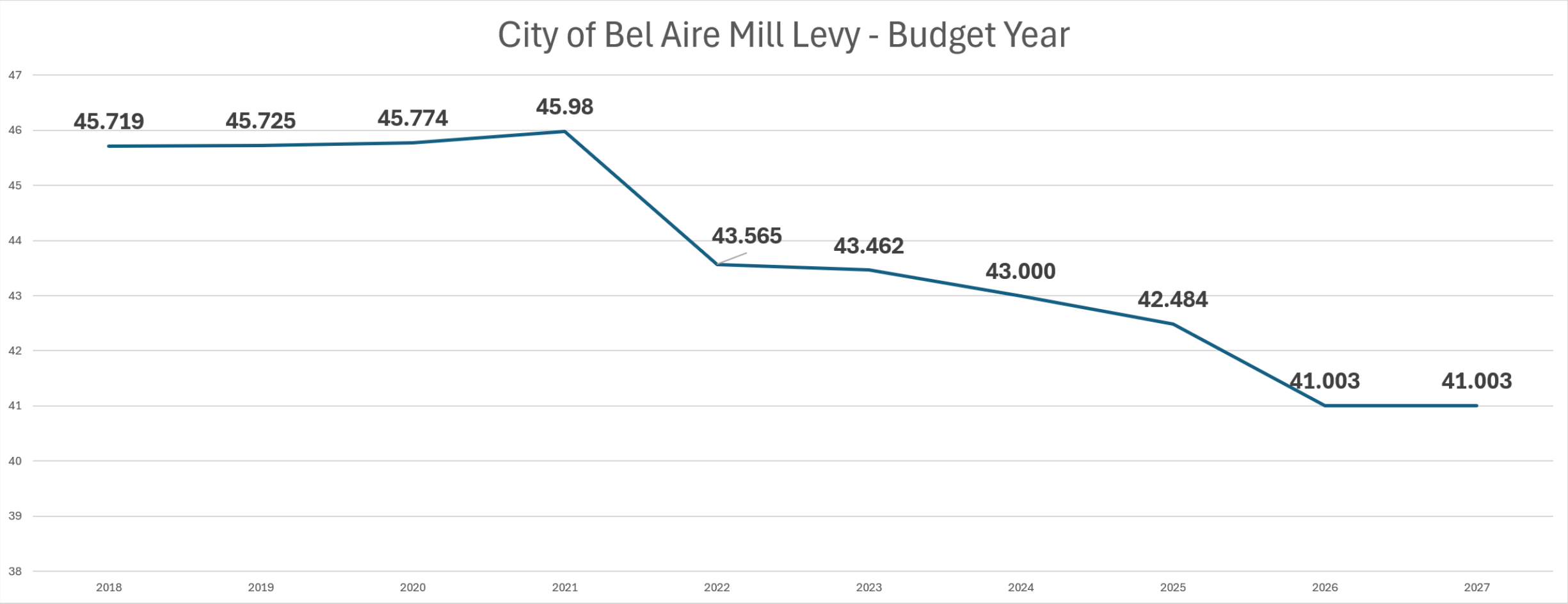
- ✓ uniforms, safety equipment, training, memberships, police supplies
- ✓ special assessments (city hall, other), websites/advertising, grants



- ✓ events, recreational equipment, construction materials, other
- ✓ sidewalk program
- ✓ building upkeep (doors and awning replacements, parking lot repairs)



City of Bel Aire



10.8% Decrease in the Mill levy since 2021

Epic Sports IRB – *Estimated* to bring final mill levy for FY27 down approx. .250 mills to 40.753

City of Bel Aire

Total Mill Rate Comparison Budget Year 26/27
Property within Bel Aire/USD259

Organization	2026 Mill Rate	2027 Mill Rate Estimate	Difference
State of Kansas	1.500	0.000	-1.500
Fire District 1	16.754	16.754	0.000
Sedgwick County	27.567	26.842	-0.725
Bel Aire	41.003	41.003	0.000
USD 259	17.898	17.200	-0.698
USD 259 - SG	20.000	20.000	0.000
USD259 - SC	8.000	8.000	0.000
USD 259 - Bond	5.504	6.200	0.696
SCK Library	1.160	1.160	0.000
Total	139.386	137.159	-2.227

Total overall levy has decreased 12.831 mills since 2018 budget year.

Total Mill Rate Comparison Budget Year 26/27
Property within Bel Aire/USD375

Organization	2026 Mill Rate	2027 Mill Rate Estimate	Difference
State of Kansas	1.500	0.000	-1.500
Fire District 1	16.754	16.754	0.000
Sedgwick County	27.567	26.842	-0.725
Bel Aire	41.003	41.003	0.000
USD 375 - General	20.000	20.000	0.000
USD 375 - SG	14.362	13.066	-1.296
USD 375 - SC	7.373	8.000	0.627
USD 375 - Bond	15.970	16.434	0.464
USD 375 - Rec	0.946	1.000	0.054
Whitewater Watershed	0.708	0.659	-0.049
SCK Library	1.160	1.160	0.000
Total	147.343	144.918	-2.425

FY26 Total taxes on a $250,000 Home - $4,007.35

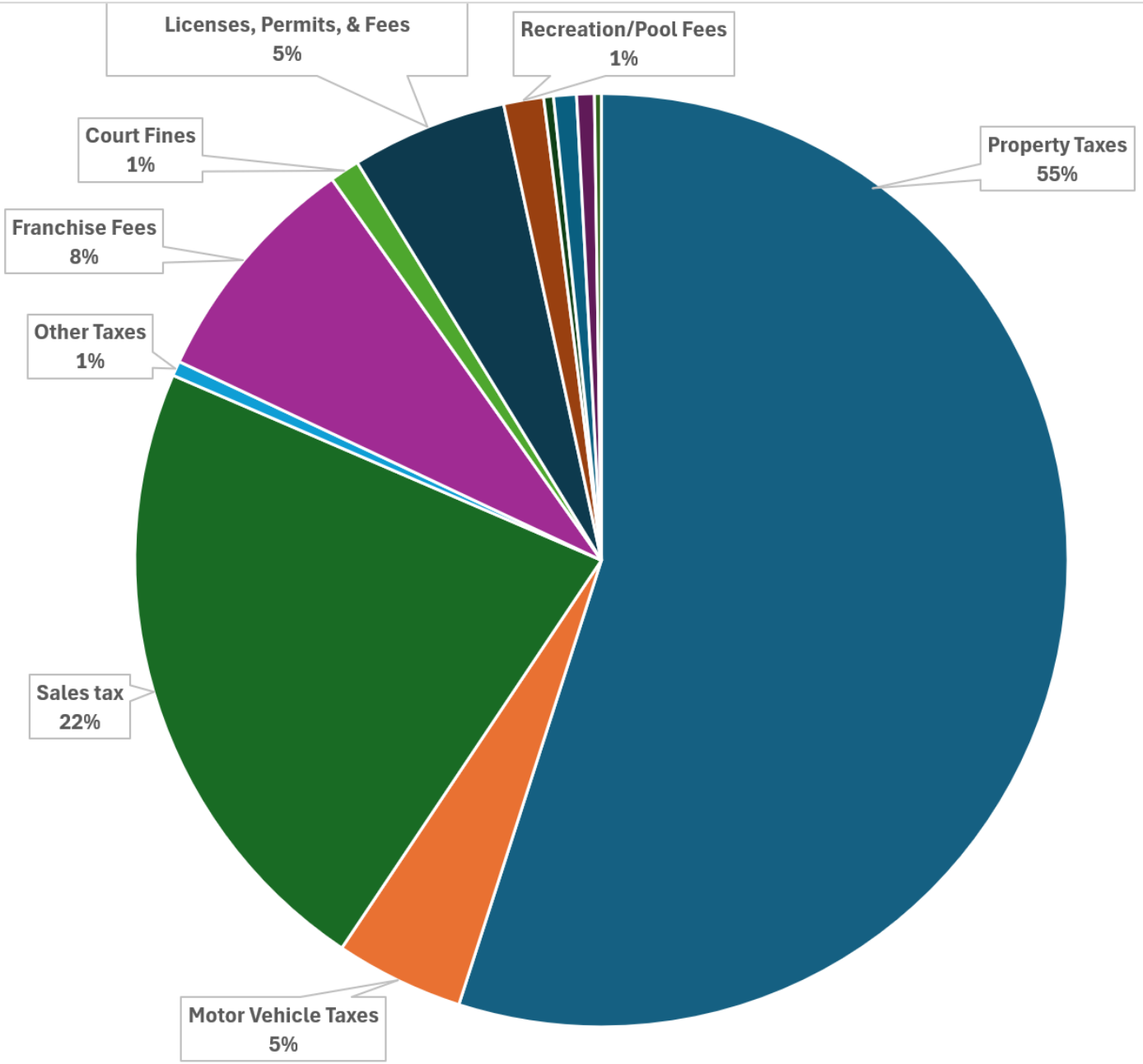
FY27 Total estimated taxes (USD259)



Change in Appraised Value	2027 Appraised Value	2027 Taxes	Variance
0.00%	$250,000.00	$3,943.32	-$64.
0.25%	$250,625.00	$3,953.18	-$54.17
0.50%	$251,250.00	$3,963.04	-$44.31
0.75%	$251,875.00	$3,972.90	-$34.45
1.00%	$252,500.00	$3,982.75	-$24.59
1.25%	$253,125.00	$3,992.61	-$14.73
1.50%	$253,750.00	$4,002.47	-$4.88
1.62%	$254,050.00	$4,007.20	-$0.14
1.75%	$254,375.00	$4,012.33	$4.98
2.00%	$255,000.00	$4,022.19	$14.84
2.25%	$255,625.00	$4,032.05	$24.70
2.50%	$256,250.00	$4,041.90	$34.56
2.75%	$256,875.00	$4,051.76	$44.42
3.00%	$257,500.00	$4,061.62	$54.27
3.25%	$258,125.00	$4,071.48	$64.13
3.75%	$259,375.00	$4,091.20	$83.85
4.00%	$260,000.00	$4,101.05	$93.71
4.25%	$260,625.00	$4,110.91	$103.56
4.50%	$261,250.00	$4,120.77	$113.42
4.75%	$261,875.00	$4,130.63	$123.28
5.00%	$262,500.00	$4,140.49	$133.14
5.25%	$263,125.00	$4,150.35	$143.00
5.50%	$263,750.00	$4,160.20	$152.86
5.75%	$264,375.00	$4,170.06	$162.71
6.00%	$265,000.00	$4,179.92	$172.57

CITY	COUNTY	CITY	STATE	COUNTY	COLLEGE	TOWNSHIP	SCHOOL	REG. LIB.	CEMETERY DISTRICT	FIRE DISTRICT	PROPOSED LEVY
TOWANDA	BUTLER	63.577	0	29.590	12.503	8.956	58.500			7.007	180.133
MULVANE (SUMNER COUNTY)	SUMNER	57.300	0	50.037			70.698				178.035
ROSE HILL (RICHLAND TOWNSHIP)	BUTLER	37.367	0	29.590	12.503	18.215	61.551			8.655	167.881
EL DORADO	BUTLER	58.315	0	29.590	12.503		66.978				167.386
AUGUSTA	BUTLER	59.209	0	29.590	12.503		61.333				162.635
ROSE HILL (PLEASANT TOWNSHIP)	BUTLER	37.367	0	29.590	12.503	12.622	61.551			8.655	162.288
VALLEY CENTER	SEDGWICK	67.118	0	26.842			65.583				159.543
BENTON	BUTLER	39.992	0	29.590	12.503	13.871	58.500			3.642	158.098
MULVANE (SEDGWICK COUNTY)	SEDGWICK	57.300	0	26.842			70.698		1.969		156.809
ANDOVER	BUTLER	44.951	0	29.590	12.503		68.000				155.044
MAIZE*	SEDGWICK	40.771	0	26.842		0	60.750	1.16	0.543	16.754	146.820
HAYSVILLE*	SEDGWICK	39.685	0	26.842			56.660			16.754	139.941
DERBY	SEDGWICK	44.359	0	26.842			65.006		1.432		137.639
PARK CITY (USD 259 Portion)*	SEDGWICK	42.392	0	26.842			51.400			16.754	137.388
BEL AIRE*	SEDGWICK	41.003	0	26.842			51.400	1.16		16.754	137.159
GODDARD*	SEDGWICK	39.299	0	26.842			53.425			16.754	136.320
WICHITA (USD 385)	SEDGWICK	32.340	0	26.842			68.000				127.182
WICHITA	SEDGWICK	32.340	0	26.842			51.400				110.58

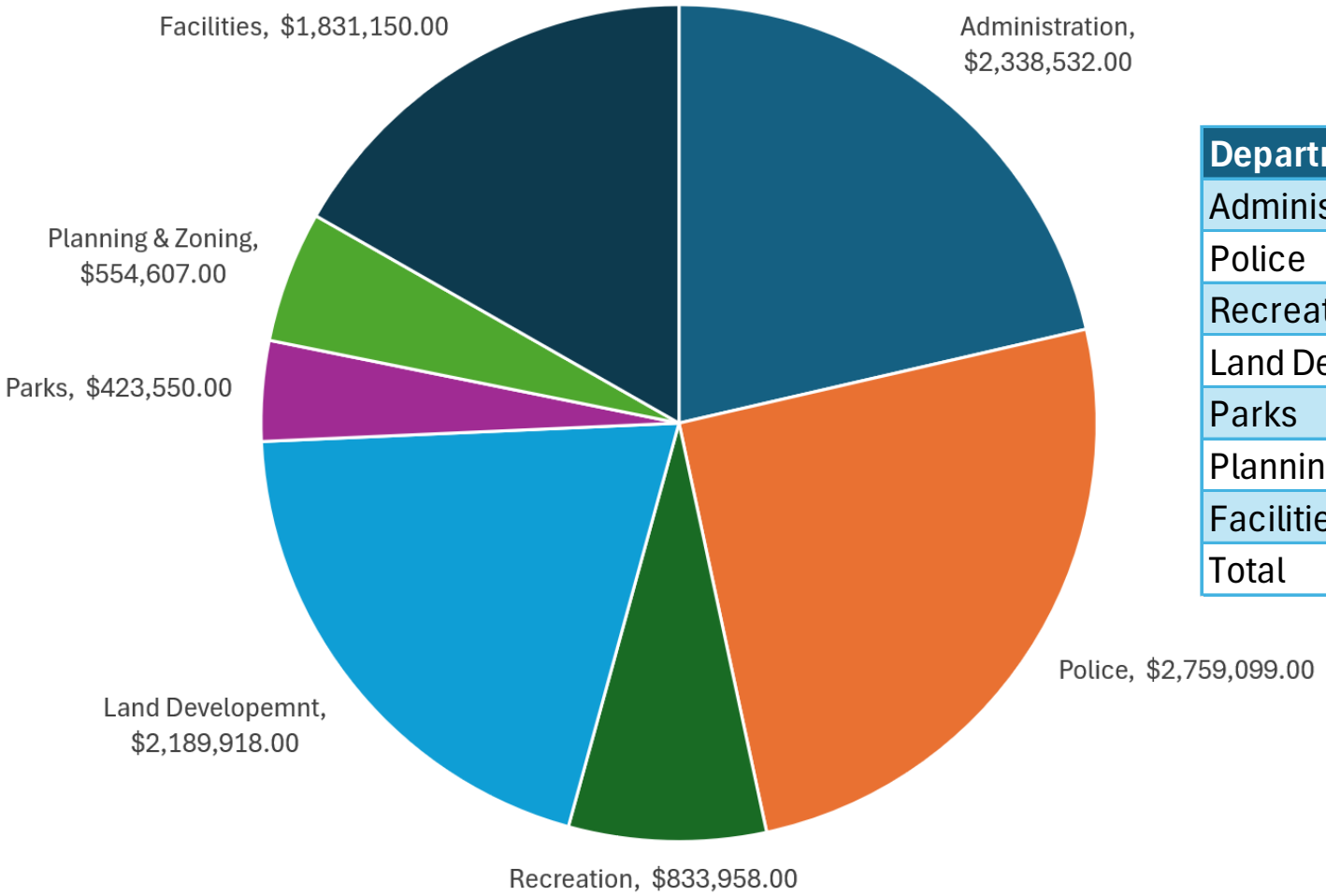
FY27 Budgeted Revenu
General Fund



Type	Budget	Percent
Property Taxes	$ 5,844,694.00	54.94%
Motor Vehicle Taxes	$ 473,360.00	4.45%
Sales tax	$ 2,350,000.00	22.09%
Other Taxes	$ 54,693.00	0.51%
Franchise Fees	$ 872,700.00	8.20%
Court Fines	$ 110,000.00	1.03%
Licenses, Permits, & Fees	$ 574,550.00	5.40%
Recreation/Pool Fees	$ 147,300.00	1.38%
Rents	$ 36,000.00	0.34%
Intergovernmental	$ 84,000.00	0.79%
Interest	$ 65,000.00	0.61%
Other	$ 25,500.00	0.24%
Total	$ 10,637,797.00	100%

City of Bel Aire

FY27 Budgeted General F
Expenditures by Department



Department	Budget	Percent
Administration	$ 2,338,532.00	21.4%
Police	$ 2,759,099.00	25.2%
Recreation	$ 833,958.00	7.6%
Land Developemnt	$ 2,189,918.00	20.0%
Parks	$ 423,550.00	3.9%
Planning & Zoning	$ 554,607.00	5.1%
Facilities	$ 1,831,150.00	16.8%
Total	$ 10,930,814.00	100%

City of Bel Aire

Fund	Total Revenue	Total Expenditures
General Fund	$ 10,637,797.00	$ 13,532,495.00
Special Highway	$ 1,436,660.00	$ 1,454,840.00
Water	$ 4,025,500.00	$ 5,656,600.00
Sewer	$ 3,730,500.00	$ 4,814,492.00
Bond & Interest	$ 5,239,487.00	$ 5,011,533.00
Stormwater	$ 115,000.00	$ 170,600.00
Solid Waste	$ 809,000.00	$ 909,000.00
Land Bank	$ 80,000.00	$ 5,000.00
Total	$ 26,073,944.00	$ 31,554,560.00
Less Transfers	$ 21,521,430.00	$ 27,002,046.00
Less Cash Carryover		$ 24,400,365.00

FY27 General Fund Highlights

Administration
- Engineering/Legal for Woodlawn : $270,000 (City Manager)
- Increase Engineering services $50,000 (Engineering)
- CPM KU Class $3,400 (Finance)
- Waterworth Software $9,500 (Finance)
- Chamber $10,000 (Gov. body)
- Decrease in Legal Services ($10,000) (Legal)
- Municipal Court PT to FT $59,000 (Legal/Muni court)

Pool
- Coping Replacement - $35,000

Recreation
- New Lawn Mower - $15,000
- Baseball Field Improvements - $10,000
- Outdoor Sports Area - $10,000

Planning & Zoning
- Zoning Code Updates - $7,500

Transfers
- CIP Transfer - $415,000
- Equipment Reserve Transfer - $100,000
- Street Improvement Funds Transfer - $850,000

Overall General Fund
- $300,000 placeholder for Compensation and Classification Study

City of Bel Aire

FY27 Remaining Fund Highlights

Water

- Additional $75,000 in wages/benefits for pay study implementation
- Maintained Water Tower Maintenance: $75,000
- Water Meter Replacement Program: $45,000
- Continue GIS Information Input: $10,000
- Maintained Wichita Water Purchase expense: $650,000
- Updated CCUA Operations and Debt Payments: $1,416,000
- Planned Waterline Replacements: $931,800
- Water Sampling Stations: $75,000

Sewer

- Increased Personnel for Classification and Compensation Study: $65,000
- Chemicals: $120,000 – Chemical Injections at Lift Stations
- Wastewater system maintenance and repair: $80,000
- Updated CCUA Operations and Debt Payments: $2,020,000
    - Will use some fund balance to cover a portion of this overage until debt services levels out in 2033*.
- Fence for 37th and Harding Lift Station $60,000

City of Bel Aire

FY27 Remaining Fund Highlights

Solid Waste
- $200,000 Transfer to Streets

Streets
- 2027 Streets Maintenance Plan: $950,000
- Paved Street Repair $25,000
- Gravel Street Repair $30,000
- Snow & Ice removal: $30,000

Equipment Reserve
- PD – 2 Responders w/ upfitting: $150,000
- PD - Drone: $25,000
- REC – Passenger Van (Senior Center): $45,000
- All Dept - Computer Replacements: $45,000
- PW – Track Bobcat: $130,000
- PW – New Holland TL100A: $110,000
- PW – Exmark Mower: $18,000

City of Bel Aire

Next Steps

- Open the 2027 Budget public hearing.
- Allow all interested taxpayers the opportunity to provide comment.
- Close the 2026 Budget Public Hearing.
- Move to next item: Adoption of the 2027 Budget
- Adopt the 2027 budget as presented
- All governing body members present must sign the budget certificate page

City of Bel Aire

2027

CERTIFICATE

To the Clerk of SEDGWICK COUNTY, State of Kansas

We, the undersigned, officers of

CITY OF BEL AIRE

certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2027; and
(3) the Amount(s) of 2026 Ad Valorem Tax are within statutory limitations.

Table of Contents:		Page No.	2027 Adopted Budget: Budget Authority for Expenditures	2027 Adopted Budget: Amount of 2026 Ad Valorem Tax	2027 Adopted Budget: Final Tax Rate (County Clerk's Use Only)
Allocation of MVT, RVT, and 16/20M Vehicle Tax		2			
Schedule of Transfers		3			
Statement of Indebtedness		4			
Statement of Lease-Purchases		5			
Fund	**K.S.A.**				
General	12-101a	6	13,532,495	5,844,694	
Debt Service	10-113				
Library	12-1220				
Special Highway		7	1,454,840		
Water Utility		7	5,656,600		
Sewer Utility		8	4,814,492		
Bond & Interest		8	5,011,533		
Stormwater Utility		9	170,600		
Solid Waste Utility		9	909,000		
Land Bank		10	5,000		
		10			
Non-Budgeted Funds-A		11			
Totals		xxxxxx	31,554,560	5,844,694	
Budget Hearing Notice					County Clerk's Use Only
Combined Rate and Budget Hearing Notice		12			
RNR Hearing Notice					
Neighborhood Revitalization					Nov 1, 2026 Total Assessed Valuation

Revenue Neutral Rate	37.390
Does budget require a resolution to exceed the Revenue Neutral Rate?	**YES**

Assisted by: _____

_____

Address: _____

_____

Email: _____

_____

Attest: _____, 2026

_____
County Clerk

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____
Governing Body

City of Bel Aire

City of Bel Aire, Kansas

STAFF REPORT

DATE: September 1, 2026

TO: Bel Aire City Council

FROM: Barry Smith, Finance Director

RE: 2027 Budget Adoption

SUMMARY:

After all necessary hearings and procedures regarding the 2027 budget have been completed, the governing body may now consider the 2027 budget for adoption. If approved, all governing body members present must sign the budget certificate page attached to this item.

FINANCIAL CONSIDERATION:

The FY27 budget summary and detailed state budget form is provided in this item.

LEGAL IMPLICATIONS:

State statute requires the City to adopt an annual budget.

CERTIFICATE

To the Clerk of SEDGWICK COUNTY, State of Kansas

We, the undersigned, officers of

CITY OF BEL AIRE

certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2027; and
(3) the Amount(s) of 2026 Ad Valorem Tax are within statutory limitations.

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Solid Waste Utility		9	909,000		
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		10			
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Combined Rate and Budget Hearing Notice		12			
RNR Hearing Notice					
Neighborhood Revitalization					Nov 1, 2026 Total Assessed Valuation

Revenue Neutral Rate	37.390
Does budget require a resolution to exceed the Revenue Neutral Rate?	**YES**

Assisted by:

Address:

Email:

Attest: _____, 2026

County Clerk

Governing Body

CPA Summary

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

Budgeted Funds for 2026	Ad Valorem Levy Tax Year 2025	Allocation for Year 2027				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	5,329,725	464,526	3,160	486	5,187	0
Debt Service						
Library						
TOTAL	5,329,725	464,526	3,160	486	5,187	0

County Treas Motor Vehicle Estimate	464,526
County Treas Recreational Vehicle Estimate	3,160
County Treas 16/20M Vehicle Estimate	486
County Treas Commercial Vehicle Tax Estimate	5,187
County Treas Watercraft Tax Estimate	0

Motor Vehicle Factor	0.08716
Recreational Vehicle Factor	0.00059
16/20M Vehicle Factor	0.00009
Commercial Vehicle Factor	0.00097
Watercraft Factor	0.00000

CITY OF BEL AIRE 2027

Schedule of Transfers

Expenditure Fund Transferred From:	Receipt Fund Transferred To:	Actual Amount for 2025	Current Amount for 2026	Proposed Amount for 2027	Transfers Authorized by Statute
General	Trustee Fund (PBC)		55,000	55,000	12-1, 118
General	Trustee Fund (PBC)		263,600	264,600	12-1, 118
General	Trustee Fund (PBC)		1,153,510	1,154,500	12-1, 118
General	Trustee Fund (PBC)	1,484,060			12-1, 118
General	Capital Improvement	415,000	415,000	415,000	12-1, 118
General	Equipment Reserve	100,000	100,000	100,000	12-1, 117
General	Special Highway	850,000	850,000	850,000	68-590
General	Bond & Interest	742,586	722,250	723,668	12-1, 118
General	Capital Projects	2,672,957			12-1, 117
Water	Bond & Interest	160,000	148,200	147,587	12-825d
Water	Equipment Reserve	150,000	150,000	150,000	12-825d
Sewer	Bond & Interest	180,000	168,315	192,159	12-825d
Sewer	Equipment Reserve	150,000	150,000	150,000	12-825d
Solid Waste	Special Highway	100,000	100,000	200,000	68-590
Stormwater	Capital Improvement			150,000	12-825d
Land Bank	General	2,672,597			12-1, 118
	Totals	9,677,200	4,275,875	4,552,514	
	Adjustments*				
	Adjusted Totals	9,677,200	4,275,875	4,552,514	

*Note: Adjustments are required only if the transfer is being made in 2026 and/or 2027 from a non-budgeted fund.

CITY OF BEL AIRE 2027

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2026	Date Due		Amount Due 2026		Amount Due 2027	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
SERIES 2014A	7/15/2014	10/1/2034	2.0-3.8	1,100,000	560,000	4/1 - 10/1	10/1	19,975	55,000	18,188	60,000
SERIES 2015A	4/29/2015	11/1/2027	2.0-2.5	5,390,000	640,000	5/1 - 11/1	11/1	15,213	315,000	8,125	325,000
SERIES 2015B	4/30/2015	11/1/2027	1.5-3.3	575,000	80,000	5/1 - 11/1	11/1	2,600	40,000	1,300	40,000
SERIES 2015D	10/1/2015	11/1/2036	2.0-3.0	3,960,000	2,390,000	5/1 - 11/1	11/1	78,625	195,000	73,750	200,000
SERIES 2015E	10/1/2015	11/1/2036	1.5-4.0	220,000	135,000	5/1 - 11/1	11/1	6,525	10,000	6,075	10,000
SERIES 2016A	11/22/2016	11/1/2037	2.0-4.0	2,820,000	1,610,000	5/1 - 11/1	11/1	50,750	160,000	47,550	165,000
SERIES 2017A	11/21/2017	11/1/2038	3.0-3.1	5,545,000	3,735,000	5/1/ - 11/1	11/1	112,650	290,000	103,950	300,000
SERIES 2019A	11/21/2019	11/1/2040	2.0-3.0	6,060,000	4,815,000	5/1/ - 11/1	11/1	111,260	270,000	103,160	280,000
SERIES 2019B	11/21/2019	11/1/2029	1.9-2.5	1,430,000	605,000	5/1/ - 11/1	11/1	14,538	145,000	11,275	150,000
SERIES 2020B	11/2/2020	11/1/2041	1.4-2.0	3,650,000	2,205,000	5/1/ - 11/1	11/1	40,845	305,000	34,745	145,000
SERIES 2021A	7/6/2021	11/1/2034	2.0-4.0	5,135,000	3,250,000	5/1/ - 11/1	11/1	105,650	520,000	84,850	555,000
SERIES 2021C	11/16/2021	11/1/2041	2.1-4.0	2,440,000	2,065,000	5/1/ - 11/1	11/1	56,606	100,000	52,606	105,000
SERIES 2022A	7/30/2022	11/1/2043	2.7-4.2	3,635,000	3,390,000	5/1/ - 11/1	11/1	135,919	130,000	130,719	135,000
SERIES 2023A	11/28/2023	11/1/2044	4.125-5.0	5,425,000	5,255,000	5/1 - 11/1	11/1	231,106	180,000	222,106	190,000
SERIES 2024A	11/24/2024	11/1/2045	4.0-5.0	10,375,000	10,375,000	5/1 - 11/1	11/1	455,650	325,000	439,400	340,000
SERIES 2025A	10/28/2025	11/1/2046	4.0-5.0	8,955,000	8,955,000	5/1-11/1	11/1	395,500	0	392,231	280,000
Total G.O. Bonds					**50,065,000**			**1,833,412**	**3,040,000**	**1,730,030**	**3,280,000**
Revenue Bonds:											
PBC SERIES 2014A	12/18/2014	2/1/2030	2.0-4.0	3,050,000	1,200,000	2/1 - 8/1	2/1	43,600	220,000	34,600	230,000
PBC SERIES 2014B	12/18/2014	2/1/2030	2.0-4.6	1,120,000	400,000	2/1 - 8/1	2/1	15,890	75,000	12,690	80,000
PBC SERIES 2021	5/18/2021	5/1/2034	2.0-2.2	13,195,000	9,490,000	5/1 -11/1	5/1	183,510	970,000	164,500	990,000
Total Revenue Bonds					**11,090,000**			**243,000**	**1,265,000**	**211,790**	**1,300,000**
Other:											
GO TN SERIES 2023B	11/28/2023	12/1/2026	4.00	6,855,000	6,855,000	6/1-12/1	6/1-12-1	274,200	6,855,000		
GO TN SERIES 2024B	11/27/2024	12/1/2027	3.13	8,975,000	8,975,000	6/1-12/1	6/1-12-1	280,469	0	280,469	8,975,000
GO TN SERIES 2025B	10/28/2025	12/1/2028	3.00	10,540,000	10,540,000	6/1-12/1	6/1-12-1	345,185	0	316,200	0
2014 KPWSLF (WATER)	8/1/2014	2/1/2034	2.16	843,895	399,618	2/1-8/1	2/1-8/1	7,038	43,315	6,250	44,256
2014 KWPCRLF (SEWER)	9/1/2014	3/1/2034	2.12	535,980	245,301	3/1-9/1	3/1-9/1	4,463	26,629	3,963	27,197
Total Other					**27,014,919**			**911,355**	**6,924,945**	**606,882**	**9,046,453**
Total Indebtedness					**88,169,919**			**2,987,767**	**11,229,945**	**2,548,702**	**13,626,453**

CITY OF BEL AIRE 2027

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION*

Item Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance On Jan 1, 2026	Payments Due 2026	Payments Due 2027
Totals					**0**	**0**	**0**

***If leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.**

CITY OF BEL AIRE 2027

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget **General**	Prior Year Actual for 2025	Current Year Estimate for 2026	Proposed Budget Year for 2027
Unencumbered Cash Balance Jan 1	3,379,372	3,116,527	2,894,698
Receipts:			
Ad Valorem Tax	4,716,670	5,329,725	xxxxxxxxxxxxxxxxxx
Delinquent Tax	37,125	20,000	20,000
Motor Vehicle Tax	516,175	450,128	464,526
Recreational Vehicle Tax	3,380	3,415	3,160
16/20M Vehicle Tax	654	580	486
Commercial Vehicle Tax	4,813	12,589	5,187
Watercraft Tax	1,759	1,835	0
Gross Earning (Intangible) Tax			0
Transient Guest Tax	7,647	0	7,500
Local Alcoholic Liquor	552	534	605
Compensating Use Tax	407,525	373,322	400,000
Local Sales Tax	1,808,297	1,788,770	1,950,000
Franchise Tax	876,626	853,000	872,700
Court Fines	111,007	140,000	110,000
Licenses, Permits, and Fees	670,751	563,800	574,550
Recreation	158,796	147,300	147,300
Rents and note collections	41,550	36,000	36,000
Intergovernmental	100,406	84,500	84,000
Reimbursements	51,655	10,000	20,000
Transfer In	2,672,597	0	0
Other		500	500
In Lieu of Taxes (IRB)	26,848	26,588	26,588
Interest on Idle Funds	178,025	65,000	65,000
Neighborhood Revitalization Rebate			0
Miscellaneous	1,721	6,499	5,000
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**12,394,579**	**9,914,085**	**4,793,103**
Resources Available:	**15,773,951**	**13,030,612**	**7,687,801**

FUND PAGE - GENERAL

Adopted Budget General	Prior Year Actual for 2025	Current Year Estimate for 2026	Proposed Budget Year for 2027
Resources Available:	15,773,951	13,030,612	7,687,801
Expenditures:			
100-Administration	2,529,370	2,111,250	2,338,532
120-Police/Municipal Court	2,179,578	2,447,581	2,759,099
130-REC/DayCamp/Pool/Seniors	701,116	806,605	778,958
140-Land Development	9,483	92,350	47,150
150-Parks & Grounds	300,063	386,425	423,550
160-Planning & Zoning	467,577	586,492	554,607
190-Facilities	205,994	145,850	466,150
0	0	0	0
Sub-Total detail page	6,393,181	6,576,554	7,368,046
Transfer To Capital Projects	2,672,597		
Transfer To Trustee Fund (PBC)		55,000	55,000
Transfer To Trustee Fund (PBC)		263,600	264,600
Transfer To Trustee Fund (PBC)	1,484,060	1,153,510	1,154,500
Transfer To Capital Improvement	415,000	415,000	415,000
Transfer To Equipment Reserve	100,000	100,000	100,000
Transfer To Special Highway	850,000	850,000	850,000
Transfer To Bond & Interest	742,586	722,250	723,668
Audit Adjustment			
Cash Reserve (2027 column)			2,601,681
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**12,657,424**	**10,135,914**	**13,532,495**
Unencumbered Cash Balance Dec 31	3,116,527	2,894,698	xxxxxxxxxxxxxxxxxx
2025/2026/2027 Budget Authority Amount:	15,878,872	12,957,985	13,532,495
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	13,532,495
		Tax Required	5,844,694
	Delinquent Comp Rate:	0.0%	0
		Amount of 2026 Ad Valorem Tax	5,844,694

CPA Summary

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CITY OF BEL AIRE 2027

Adopted Budget **General Fund - Detail Expenditures**	Prior Year Actual for 2025	Current Year Estimate for 2026	Proposed Budget Year for 2027
Expenditures:			
100-Administration			
Salaries	1,216,044	1,344,603	1,468,760
Contractual	1,213,468	640,115	745,771
Commodities	99,858	126,532	124,001
Capital Outlay			
Total	**2,529,370**	**2,111,250**	**2,338,532**
120-Police/Municipal Court			
Salaries	1,766,067	1,940,984	2,267,640
Contractual	266,926	289,390	287,967
Commodities	146,585	217,207	203,492
Capital Outlay			
Total	**2,179,578**	**2,447,581**	**2,759,099**
130-REC/DayCamp/Pool/Seniors			
Salaries	422,200	482,592	496,610
Contractual	129,474	123,963	116,748
Commodities	149,442	105,050	130,600
Capital Outlay	0	95,000	35,000
Total	**701,116**	**806,605**	**778,958**
140-Land Development			
Salaries			
Contractual		13,350	10,150
Commodities	9,483	79,000	37,000
Capital Outlay			
Total	**9,483**	**92,350**	**47,150**
150-Parks & Grounds			
Salaries	154,647	182,050	262,700
Contractual	97,996	58,920	52,100
Commodities	47,420	62,455	100,750
Capital Outlay	0	83,000	8,000
Total	**300,063**	**386,425**	**423,550**
160-Planning & Zoning			
Salaries	423,125	455,485	450,900
Contractual	36,044	105,307	80,507
Commodities	8,408	25,700	23,200
Capital Outlay			
Total	**467,577**	**586,492**	**554,607**
190-Facilities			
Salaries			300,000
Contractual	187,649	133,600	153,150
Commodities	18,345	12,250	13,000
Capital Outlay			
Total	**205,994**	**145,850**	**466,150**

Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	**0**	**0**	**0**

Page Total	**6,393,181**	**6,576,554**	**7,368,046**

(Note: Should agree with general sub-totals.)

CITY OF BEL AIRE 2027

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget **Special Highway**	Prior Year Actual for 2025	Current Year Estimate for 2026	Proposed Budget Year for 2027
Unencumbered Cash Balance Jan 1	1,539,632	388,280	280,357
Receipts:			
State of Kansas Gas Tax	265,545	268,430	268,570
County Transfers Gas	117,467	118,020	118,090
Transfer from General	850,000	850,000	850,000
Transfer from Solid Waste	100,000	100,000	200,000
Interest on Idle Funds	5,440		
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**1,338,452**	**1,336,450**	**1,436,660**
Resources Available:	**2,878,084**	**1,724,730**	**1,717,017**
Expenditures:			
Salaries & Benefits	122,317	132,539	156,120
Commodities	121,314	169,200	158,360
Contractuals	152,789	187,634	185,360
Capital Outlay	2,093,384	955,000	955,000
Cash Reserve (2027 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**2,489,804**	**1,444,373**	**1,454,840**
Unencumbered Cash Balance Dec 31	388,280	280,357	262,177
2025/2026/2027 Budget Authority Amount:	2,876,096	1,694,373	1,454,840

Adopted Budget

Water Utility	Prior Year Actual for 2025	Current Year Estimate for 2026	Proposed Budget Year for 2027
Unencumbered Cash Balance Jan 1	2,350,459	2,131,820	1,776,640
Receipts:			
Utility Income	3,495,044	3,987,898	3,973,000
Interest on Idle Funds	72,378	65,000	50,000
Miscellaneous	17,134	10,000	2,500
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**3,584,556**	**4,062,898**	**4,025,500**
Resources Available:	**5,935,015**	**6,194,718**	**5,802,140**
Expenditures:			
Salaries & Benefits	347,801	512,605	624,900
Contractuals	1,724,282	2,444,258	2,519,243
Commodities	1,315,138	177,700	222,675
Capital Outlays	54,259	933,600	1,940,480
Debt Service	51,715	51,715	51,715
Transfers To Bond & Interest	160,000	148,200	147,587
Trasfers To Equipment Reserve	150,000	150,000	150,000
Cash Reserve (2027 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**3,803,195**	**4,418,078**	**5,656,600**
Unencumbered Cash Balance Dec 31	2,131,820	1,776,640	145,541
2025/2026/2027 Budget Authority Amount:	6,047,496	4,918,078	5,656,600

CPA Summary

CITY OF BEL AIRE 2027

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget **Sewer Utility**	Prior Year Actual for 2025	Current Year Estimate for 2026	Proposed Budget Year for 2027
Unencumbered Cash Balance Jan 1	4,009,189	4,407,711	3,369,211
Receipts:			
Sewer Utility Income	3,431,037	3,282,963	3,675,500
Interest on Idle Funds	112,079	75,000	55,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**3,543,116**	**3,357,963**	**3,730,500**
Resources Available:	**7,552,305**	**7,765,674**	**7,099,711**
Expenditures:			
Salaries & Benefits	452,468	485,334	622,400
Contractual Obligations	2,057,186	2,166,575	2,458,443
Commodities	278,866	394,550	299,800
Capital Outlays	0	1,000,000	1,060,000
Debt Service	26,074	31,689	31,690
Transfers To Bond & Interest	180,000	168,315	192,159
Trasfers To Equipment Reserve	150,000	150,000	150,000
Cash Reserve (2027 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**3,144,594**	**4,396,463**	**4,814,492**
Unencumbered Cash Balance Dec 31	4,407,711	3,369,211	2,285,219
2025/2026/2027 Budget Authority Amount:	4,950,478	4,896,463	4,814,492

Adopted Budget

Bond & Interest	Prior Year Actual for 2025	Current Year Estimate for 2026	Proposed Budget Year for 2027
Unencumbered Cash Balance Jan 1	719,290	1,052,009	1,145,332
Receipts:			
Special Assessments	2,690,893	3,442,470	4,086,073
Delinquent Special Assessments	239,924	50,000	50,000
Bond Proceeds			
Transfers From General Fund	742,586	722,250	723,668
Transfer From Water	160,000	148,200	147,587
Transfer From Sewer	180,000	168,315	192,159
Interest on Idle Funds	66,037	40,000	40,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**4,079,440**	**4,571,235**	**5,239,487**
Resources Available:	**4,798,730**	**5,623,244**	**6,384,819**
Expenditures:			
Debt Service Principal	2,685,785	3,040,000	3,280,000
Debt Service Interest	1,060,936	1,437,912	1,730,033
Debt Service Fiscal Fees			1,500
Cash Reserve (2027 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**3,746,721**	**4,477,912**	**5,011,533**
Unencumbered Cash Balance Dec 31	1,052,009	1,145,332	1,373,286
2025/2026/2027 Budget Authority Amount:	4,382,500	4,777,912	5,011,533

CPA Summary

CITY OF BEL AIRE 2027

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget **Stormwater Utility**	Prior Year Actual for 2025	Current Year Estimate for 2026	Proposed Budget Year for 2027
Unencumbered Cash Balance Jan 1	541,740	106,595	76,095
Receipts:			
Storm Water Utility Income	112,216	98,500	114,000
Intergovernmental		180,000	
Interest on Idle Funds	11,345	1,000	1,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**123,561**	**279,500**	**115,000**
Resources Available:	**665,301**	**386,095**	**191,095**
Expenditures:			
Contractuals	4,660	10,000	10,600
Capital Outlay	554,046	300,000	10,000
Transfer to CIP			150,000
Cash Reserve (2027 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**558,706**	**310,000**	**170,600**
Unencumbered Cash Balance Dec 31	106,595	76,095	20,495
2025/2026/2027 Budget Authority Amount:	749,497	330,000	170,600

Adopted Budget

Solid Waste Utility	Prior Year Actual for 2025	Current Year Estimate for 2026	Proposed Budget Year for 2027
Unencumbered Cash Balance Jan 1	293,574	356,739	356,739
Receipts:			
Utility Income	727,930	760,000	804,000
Interest on Idle Funds	5,555		5,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**733,485**	**760,000**	**809,000**
Resources Available:	**1,027,059**	**1,116,739**	**1,165,739**
Expenditures:			
Contractuals	570,320	660,000	709,000
Transfer to Special Streets and Highway	100,000	100,000	200,000
Cash Reserve (2027 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**670,320**	**760,000**	**909,000**
Unencumbered Cash Balance Dec 31	356,739	356,739	256,739
2025/2026/2027 Budget Authority Amount:	796,021	985,000	909,000

CPA Summary

CITY OF BEL AIRE 2027

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget **Land Bank**	Prior Year Actual for 2025	Current Year Estimate for 2026	Proposed Budget Year for 2027
Unencumbered Cash Balance Jan 1	6,205,593	3,648,158	3,708,158
Receipts:			
Interest on Idle Funds	115,368	65,000	80,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**115,368**	**65,000**	**80,000**
Resources Available:	**6,320,961**	**3,713,158**	**3,788,158**
Expenditures:			
Special Assessments	165	5,000	5,000
Transfer to General	2,672,597		
Commodities	41		
Cash Reserve (2027 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**2,672,803**	**5,000**	**5,000**
Unencumbered Cash Balance Dec 31	3,648,158	3,708,158	3,783,158
2025/2026/2027 Budget Authority Amount:	6,330,593	5,000	5,000

Adopted Budget

0	Prior Year Actual for 2025	Current Year Estimate for 2026	Proposed Budget Year for 2027
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**0**	**0**	**0**
Resources Available:	**0**	**0**	**0**
Expenditures:			
Cash Reserve (2027 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**0**	**0**	**0**
Unencumbered Cash Balance Dec 31	0	0	0
2025/2026/2027 Budget Authority Amount:	0	0	0

CPA Summary

0

NON-BUDGETED FUNDS (A)

2027

(Only the actual budget year for 2025 is reported)

Non-Budgeted Funds-A

(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:		
Capital Improvement Res		**Equipment Reserve**		**Capital Projects**		**Trustee (PBC)**		**Police Forfeiture**		
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Jan 1	1,521,816	Cash Balance Jan 1	985,894	Cash Balance Jan 1	13,583,793	Cash Balance Jan 1	9,389	Cash Balance Jan 1	3,653	16,104,545
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Transfer from General	415,000	Transfer from General	100,000	Bond Proceeds	19,103,149	Transfer from General	1,484,060			
Earned Interest	72,576	Transfer from Water	150,000	Bond Premiums	455,841	Willowbend	55,706			
		Transfer from Sewer	150,000	Intergovernmental	2,358,113					
		Sale of Equipment	53,700	Interest	308,924					
		Earned Interest	20,128	Transfer in from General	2,672,597					
				County Reimb	281,000					
Total Receipts	487,576	Total Receipts	473828	Total Receipts	25179624	Total Receipts	1539766	Total Receipts	0	27,680,794
Resources Available:	2,009,392	Resources Available:	1,459,722	Resources Available:	38,763,417	Resources Available:	1,549,155	Resources Available:	3,653	43,785,339
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Capital Outlay	301,250	Vehicle/Equipment	201,095	Capital Projects	15,686,216	Debt service - Principal	1,245,000			
				Cost of Issuance	356,277	Debt service - Interest	274,362			
				Principal	9,085,000	Other	5,317			
				Interest	1,233,365					
Total Expenditures	301,250	Total Expenditures	201,095	Total Expenditures	26,360,858	Total Expenditures	1,524,679	Total Expenditures	0	28,387,882
Cash Balance Dec 31	1,708,142	Cash Balance Dec 31	1,258,627	Cash Balance Dec 31	12,402,559	Cash Balance Dec 31	24,476	Cash Balance Dec 31	3,653	**15,397,457** **
										15,397,457 **

**Note: These two block figures should agree.

CPA Summary

2027

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of
CITY OF BEL AIRE
will meet on 9/1/2026 at 7:00 P.M. at 7651 E. CENTRAL PARK AVE. BEL AIRE, KS, 67226 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate.
Detailed budget information is available at 7651 E. CENTRAL PARK AVE. BEL AIRE, KS, 67226 and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2027 Expenditures and Amount of 2026 Ad Valorem Tax establish the maximum limits of the 2027 budget.
Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actual for 2025		Current Year Estimate for 2026		Proposed Budget for 2027		
FUND	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2026 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	12,657,424	42.484	10,135,914	41.003	13,532,495	5,844,694	41.003
Debt Service							
Library							
Special Highway	2,489,804		1,444,373		1,454,840		
Water Utility	3,803,195		4,418,078		5,656,600		
Sewer Utility	3,144,594		4,396,463		4,814,492		
Bond & Interest	3,746,721		4,477,912		5,011,533		
Stormwater Utility	558,706		310,000		170,600		
Solid Waste Utility	670,320		760,000		909,000		
Land Bank	2,672,803		5,000		5,000		
Non-Budgeted Funds-A	28,387,882						
Totals	58,131,448	42.484	25,947,740	41.003	31,554,560	5,844,694	41.003
						*Revenue Neutral Rate***	*37.390*
Less: Transfers	9,677,200		4,275,875		4,552,514		
Net Expenditure	48,454,248		21,671,865		27,002,046		
Total Tax Levied	4,784,734		5,329,725		xxxxxxxxxxxxxxxxx		
Assessed Valuation	112,624,366		129,983,775		142,543,084		
Outstanding Indebtedness, January 1,	2024		2025		2026		
G.O. Bonds	35,805,000		43,765,000		50,065,000		
Revenue Bonds	13,560,000		12,335,000		11,090,000		
Other	26,650,354		25,628,388		27,014,919		
Lease Purchase Principal	0		0		0		
Total	76,015,354		81,728,388		88,169,919		

*Tax rates are expressed in mills

*** Revenue Neutral Rate as defined by KSA 79-2988*

JIM BENAGE
Official Title: MAYOR

Page No. 12

City of Bel Aire, KS

Budget Report
Group Summary
For Fiscal: 2027 Period Ending: 12/31/2027

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Department: 000 - GENERAL						
Division: 000 - GENERAL						
40 - REVENUES	10,637,797.07	10,637,797.07	0.00	0.00	-10,637,797.07	100.00%
Division: 000 - GENERAL Total:	**10,637,797.07**	**10,637,797.07**	**0.00**	**0.00**	**-10,637,797.07**	**100.00%**
Department: 000 - GENERAL Total:	**10,637,797.07**	**10,637,797.07**	**0.00**	**0.00**	**-10,637,797.07**	**100.00%**
Department: 100 - ADMINISTRATION						
Division: 110 - CITY MANAGER						
50 - EXPENSES - PERSONNEL	398,350.00	398,350.00	0.00	0.00	398,350.00	100.00%
60 - EXPENSES - COMMODITIES	20,745.00	20,745.00	0.00	0.00	20,745.00	100.00%
70 - EXPENSES - CONTRACTUAL	317,920.00	317,920.00	0.00	0.00	317,920.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 110 - CITY MANAGER Total:	**737,015.00**	**737,015.00**	**0.00**	**0.00**	**737,015.00**	**100.00%**
Division: 130 - ENGINEERING						
50 - EXPENSES - PERSONNEL	148,500.00	148,500.00	0.00	0.00	148,500.00	100.00%
60 - EXPENSES - COMMODITIES	6,310.00	6,310.00	0.00	0.00	6,310.00	100.00%
70 - EXPENSES - CONTRACTUAL	177,040.00	177,040.00	0.00	0.00	177,040.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 130 - ENGINEERING Total:	**331,850.00**	**331,850.00**	**0.00**	**0.00**	**331,850.00**	**100.00%**
Division: 140 - FINANCE						
50 - EXPENSES - PERSONNEL	368,460.00	368,460.00	0.00	0.00	368,460.00	100.00%
60 - EXPENSES - COMMODITIES	11,990.00	11,990.00	0.00	0.00	11,990.00	100.00%
70 - EXPENSES - CONTRACTUAL	112,382.00	112,382.00	0.00	0.00	112,382.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 140 - FINANCE Total:	**492,832.00**	**492,832.00**	**0.00**	**0.00**	**492,832.00**	**100.00%**
Division: 150 - GOVERNING BODY						
50 - EXPENSES - PERSONNEL	22,790.00	22,790.00	0.00	0.00	22,790.00	100.00%
60 - EXPENSES - COMMODITIES	36,050.00	36,050.00	0.00	0.00	36,050.00	100.00%
70 - EXPENSES - CONTRACTUAL	33,200.00	33,200.00	0.00	0.00	33,200.00	100.00%
Division: 150 - GOVERNING BODY Total:	**92,040.00**	**92,040.00**	**0.00**	**0.00**	**92,040.00**	**100.00%**
Division: 160 - HUMAN RESOURCES						
50 - EXPENSES - PERSONNEL	272,260.00	272,260.00	0.00	0.00	272,260.00	100.00%
60 - EXPENSES - COMMODITIES	31,360.00	31,360.00	0.00	0.00	31,360.00	100.00%
70 - EXPENSES - CONTRACTUAL	41,135.00	41,135.00	0.00	0.00	41,135.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 160 - HUMAN RESOURCES Total:	**344,755.00**	**344,755.00**	**0.00**	**0.00**	**344,755.00**	**100.00%**
Division: 170 - LEGAL						
50 - EXPENSES - PERSONNEL	258,400.00	258,400.00	0.00	0.00	258,400.00	100.00%
60 - EXPENSES - COMMODITIES	17,546.00	17,546.00	0.00	0.00	17,546.00	100.00%
70 - EXPENSES - CONTRACTUAL	64,094.00	64,094.00	0.00	0.00	64,094.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 170 - LEGAL Total:	**340,040.00**	**340,040.00**	**0.00**	**0.00**	**340,040.00**	**100.00%**
Department: 100 - ADMINISTRATION Total:	**2,338,532.00**	**2,338,532.00**	**0.00**	**0.00**	**2,338,532.00**	**100.00%**
Department: 120 - POLICE						
Division: 240 - MUNICIPAL COURT						
50 - EXPENSES - PERSONNEL	181,160.00	181,160.00	0.00	0.00	181,160.00	100.00%
60 - EXPENSES - COMMODITIES	2,975.00	2,975.00	0.00	0.00	2,975.00	100.00%
70 - EXPENSES - CONTRACTUAL	84,727.00	84,727.00	0.00	0.00	84,727.00	100.00%
Division: 240 - MUNICIPAL COURT Total:	**268,862.00**	**268,862.00**	**0.00**	**0.00**	**268,862.00**	**100.00%**

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Division: 250 - POLICE						
50 - EXPENSES - PERSONNEL	2,086,480.00	2,086,480.00	0.00	0.00	2,086,480.00	100.00%
60 - EXPENSES - COMMODITIES	200,517.00	200,517.00	0.00	0.00	200,517.00	100.00%
70 - EXPENSES - CONTRACTUAL	203,240.00	203,240.00	0.00	0.00	203,240.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 250 - POLICE Total:	**2,490,237.00**	**2,490,237.00**	**0.00**	**0.00**	**2,490,237.00**	**100.00%**
Department: 120 - POLICE Total:	**2,759,099.00**	**2,759,099.00**	**0.00**	**0.00**	**2,759,099.00**	**100.00%**
Department: 130 - RECREATION						
Division: 330 - POOL						
50 - EXPENSES - PERSONNEL	37,925.00	37,925.00	0.00	0.00	37,925.00	100.00%
60 - EXPENSES - COMMODITIES	29,400.00	29,400.00	0.00	0.00	29,400.00	100.00%
70 - EXPENSES - CONTRACTUAL	19,475.00	19,475.00	0.00	0.00	19,475.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%
90 - EXPENSES - TRANSFERS	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%
Division: 330 - POOL Total:	**176,800.00**	**176,800.00**	**0.00**	**0.00**	**176,800.00**	**100.00%**
Division: 340 - DAY CAMP						
50 - EXPENSES - PERSONNEL	22,250.00	22,250.00	0.00	0.00	22,250.00	100.00%
60 - EXPENSES - COMMODITIES	7,850.00	7,850.00	0.00	0.00	7,850.00	100.00%
70 - EXPENSES - CONTRACTUAL	2,710.00	2,710.00	0.00	0.00	2,710.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 340 - DAY CAMP Total:	**32,810.00**	**32,810.00**	**0.00**	**0.00**	**32,810.00**	**100.00%**
Division: 350 - RECREATION						
50 - EXPENSES - PERSONNEL	368,260.00	368,260.00	0.00	0.00	368,260.00	100.00%
60 - EXPENSES - COMMODITIES	87,950.00	87,950.00	0.00	0.00	87,950.00	100.00%
70 - EXPENSES - CONTRACTUAL	80,588.00	80,588.00	0.00	0.00	80,588.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 350 - RECREATION Total:	**536,798.00**	**536,798.00**	**0.00**	**0.00**	**536,798.00**	**100.00%**
Division: 360 - SENIOR SERVICES						
50 - EXPENSES - PERSONNEL	68,175.00	68,175.00	0.00	0.00	68,175.00	100.00%
60 - EXPENSES - COMMODITIES	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00%
70 - EXPENSES - CONTRACTUAL	13,975.00	13,975.00	0.00	0.00	13,975.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 360 - SENIOR SERVICES Total:	**87,550.00**	**87,550.00**	**0.00**	**0.00**	**87,550.00**	**100.00%**
Department: 130 - RECREATION Total:	**833,958.00**	**833,958.00**	**0.00**	**0.00**	**833,958.00**	**100.00%**
Department: 140 - LAND BANK						
Division: 440 - LAND DEVELOPMENT						
60 - EXPENSES - COMMODITIES	37,000.00	37,000.00	0.00	0.00	37,000.00	100.00%
70 - EXPENSES - CONTRACTUAL	10,150.00	10,150.00	0.00	0.00	10,150.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
90 - EXPENSES - TRANSFERS	2,142,768.00	2,142,768.00	0.00	0.00	2,142,768.00	100.00%
Division: 440 - LAND DEVELOPMENT Total:	**2,189,918.00**	**2,189,918.00**	**0.00**	**0.00**	**2,189,918.00**	**100.00%**
Department: 140 - LAND BANK Total:	**2,189,918.00**	**2,189,918.00**	**0.00**	**0.00**	**2,189,918.00**	**100.00%**
Department: 150 - PARKS						
Division: 510 - PARKS						
50 - EXPENSES - PERSONNEL	262,700.00	262,700.00	0.00	0.00	262,700.00	100.00%
60 - EXPENSES - COMMODITIES	100,750.00	100,750.00	0.00	0.00	100,750.00	100.00%
70 - EXPENSES - CONTRACTUAL	52,100.00	52,100.00	0.00	0.00	52,100.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%
Division: 510 - PARKS Total:	**423,550.00**	**423,550.00**	**0.00**	**0.00**	**423,550.00**	**100.00%**
Department: 150 - PARKS Total:	**423,550.00**	**423,550.00**	**0.00**	**0.00**	**423,550.00**	**100.00%**
Department: 160 - PLANNING & ZONING						
Division: 610 - PLANNING & ZONING						
50 - EXPENSES - PERSONNEL	450,900.00	450,900.00	0.00	0.00	450,900.00	100.00%
60 - EXPENSES - COMMODITIES	23,200.00	23,200.00	0.00	0.00	23,200.00	100.00%
70 - EXPENSES - CONTRACTUAL	80,507.00	80,507.00	0.00	0.00	80,507.00	100.00%

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	0.00	0.00	0.00%
Division: 610 - PLANNING & ZONING Total:	**554,607.00**	**554,607.00**	**0.00**	**0.00**	**554,607.00**	**100.00%**
Department: 160 - PLANNING & ZONING Total:	**554,607.00**	**554,607.00**	**0.00**	**0.00**	**554,607.00**	**100.00%**
Department: 190 - FACILITIES						
Division: 910 - CITY HALL						
50 - EXPENSES - PERSONNEL	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00%
60 - EXPENSES - COMMODITIES	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00%
70 - EXPENSES - CONTRACTUAL	153,149.97	153,149.97	0.00	0.00	153,149.97	100.00%
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%
Division: 910 - CITY HALL Total:	**1,831,149.97**	**1,831,149.97**	**0.00**	**0.00**	**1,831,149.97**	**100.00%**
Department: 190 - FACILITIES Total:	**1,831,149.97**	**1,831,149.97**	**0.00**	**0.00**	**1,831,149.97**	**100.00%**
Total Revenues	**10,637,797.07**	**10,637,797.07**	**0.00**	**0.00**	**-10,637,797.07**	**100.00%**
Total Expenses	**10,930,813.97**	**10,930,813.97**	**0.00**	**0.00**	**10,930,813.97**	**100.00%**
Fund: 100 - General Fund Surplus (Deficit):	**-293,016.90**	**-293,016.90**	**0.00**	**0.00**	**293,016.90**	**100.00%**

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 120 - COP & PBC Trustee Fund						
Department: 125 - COP & PBC TRUSTEE FUND						
Division: 065 - FUND 20 DEPT 43						
40 - REVENUES	264,600.00	264,600.00	0.00	0.00	-264,600.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	264,600.00	264,600.00	0.00	0.00	264,600.00	100.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 065 - FUND 20 DEPT 43 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Division: 066 - FUND 20 DEPT 44						
40 - REVENUES	110,000.00	110,000.00	0.00	0.00	-110,000.00	100.00%
70 - EXPENSES - CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00%
80 - EXPENSES - CAPITAL PROJECTS	92,690.00	92,690.00	0.00	0.00	92,690.00	100.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 066 - FUND 20 DEPT 44 Surplus (Deficit):	**17,310.00**	**17,310.00**	**0.00**	**0.00**	**-17,310.00**	**100.00%**
Division: 067 - FUND 20 DEPT 50						
40 - REVENUES	1,154,500.00	1,154,500.00	0.00	0.00	-1,154,500.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	1,154,500.00	1,154,500.00	0.00	0.00	1,154,500.00	100.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 067 - FUND 20 DEPT 50 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Division: 125 - FUND 20 DEPT 00						
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 125 - FUND 20 DEPT 00 Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 125 - COP & PBC TRUSTEE FUND Surplus (Deficit):	**17,310.00**	**17,310.00**	**0.00**	**0.00**	**-17,310.00**	**100.00%**
Total Revenues	**1,529,100.00**	**1,529,100.00**	**0.00**	**0.00**	**-1,529,100.00**	**100.00%**
Total Expenses	**1,511,790.00**	**1,511,790.00**	**0.00**	**0.00**	**1,511,790.00**	**100.00%**
Fund: 120 - COP & PBC Trustee Fund Surplus (Deficit):	**17,310.00**	**17,310.00**	**0.00**	**0.00**	**-17,310.00**	**100.00%**

Budget Report **For Fiscal: 2027 Pe...7**

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 200 - Special Street & Highway						
Department: 210 - PUBLIC WORKS						
Division: 200 - STREETS						
40 - REVENUES	1,436,660.00	1,436,660.00	0.00	0.00	-1,436,660.00	100.00%
50 - EXPENSES - PERSONNEL	156,120.00	156,120.00	0.00	0.00	156,120.00	100.00%
60 - EXPENSES - COMMODITIES	158,360.00	158,360.00	0.00	0.00	158,360.00	100.00%
70 - EXPENSES - CONTRACTUAL	185,360.00	185,360.00	0.00	0.00	185,360.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	955,000.00	955,000.00	0.00	0.00	955,000.00	100.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 200 - STREETS Surplus (Deficit):	**-18,180.00**	**-18,180.00**	**0.00**	**0.00**	**18,180.00**	**100.00%**
Department: 210 - PUBLIC WORKS Surplus (Deficit):	**-18,180.00**	**-18,180.00**	**0.00**	**0.00**	**18,180.00**	**100.00%**
Total Revenues	**1,436,660.00**	**1,436,660.00**	**0.00**	**0.00**	**-1,436,660.00**	**100.00%**
Total Expenses	**1,454,840.00**	**1,454,840.00**	**0.00**	**0.00**	**1,454,840.00**	**100.00%**
Fund: 200 - Special Street & Highway Surplus (Deficit):	**-18,180.00**	**-18,180.00**	**0.00**	**0.00**	**18,180.00**	**100.00%**

Budget Report **For Fiscal: 2027 Pe...7**

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 315 - Equipment Reserve						
Department: 315 - EQUIPMENT RESERVE						
Division: 315 - FUND 06 DEPT 00						
40 - REVENUES	400,000.00	400,000.00	0.00	0.00	-400,000.00	100.00%
60 - EXPENSES - COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00%
80 - EXPENSES - CAPITAL PROJECTS	523,000.00	523,000.00	0.00	0.00	523,000.00	100.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 315 - FUND 06 DEPT 00 Surplus (Deficit):	**-123,000.00**	**-123,000.00**	**0.00**	**0.00**	**123,000.00**	**100.00%**
Department: 315 - EQUIPMENT RESERVE Surplus (Deficit):	**-123,000.00**	**-123,000.00**	**0.00**	**0.00**	**123,000.00**	**100.00%**
Total Revenues	**400,000.00**	**400,000.00**	**0.00**	**0.00**	**-400,000.00**	**100.00%**
Total Expenses	**523,000.00**	**523,000.00**	**0.00**	**0.00**	**523,000.00**	**100.00%**
Fund: 315 - Equipment Reserve Surplus (Deficit):	**-123,000.00**	**-123,000.00**	**0.00**	**0.00**	**123,000.00**	**100.00%**

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 355 - Capital Improvement Reserve						
Department: 355 - CAPITAL IMPROVEMENT RESERVE						
Division: 355 - FUND 05 DEPT 00						
40 - REVENUES	565,000.00	565,000.00	0.00	0.00	-565,000.00	100.00%
70 - EXPENSES - CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00%
80 - EXPENSES - CAPITAL PROJECTS	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 355 - FUND 05 DEPT 00 Surplus (Deficit):	**550,000.00**	**550,000.00**	**0.00**	**0.00**	**-550,000.00**	**100.00%**
Division: 356 - ARPA - FUND 05 DEPT 33						
40 - REVENUES	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%
Division: 356 - ARPA - FUND 05 DEPT 33 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Department: 355 - CAPITAL IMPROVEMENT RESERVE Surplus (Defici..	**550,000.00**	**550,000.00**	**0.00**	**0.00**	**-550,000.00**	**100.00%**
Total Revenues	**565,000.00**	**565,000.00**	**0.00**	**0.00**	**-565,000.00**	**100.00%**
Total Expenses	**15,000.00**	**15,000.00**	**0.00**	**0.00**	**15,000.00**	**100.00%**
Fund: 355 - Capital Improvement Reserve Surplus (Deficit):	**550,000.00**	**550,000.00**	**0.00**	**0.00**	**-550,000.00**	**100.00%**

Budget Report **For Fiscal: 2027 Pe...7**

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 400 - Land Bank Fund						
Department: 400 - LAND BANK						
Division: 400 - FUND 10 DEPT 00						
40 - REVENUES	80,000.00	80,000.00	0.00	0.00	-80,000.00	100.00%
60 - EXPENSES - COMMODITIES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%
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):	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**-75,000.00**	**100.00%**
Department: 400 - LAND BANK Surplus (Deficit):	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**-75,000.00**	**100.00%**
Total Revenues	**80,000.00**	**80,000.00**	**0.00**	**0.00**	**-80,000.00**	**100.00%**
Total Expenses	**5,000.00**	**5,000.00**	**0.00**	**0.00**	**5,000.00**	**100.00%**
Fund: 400 - Land Bank Fund Surplus (Deficit):	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**-75,000.00**	**100.00%**

SubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 410 - Bond & Interest						
Department: 410 - BOND AND INTEREST						
Division: 410 - FUND 08 DEPT 00						
40 - REVENUES	5,239,486.88	5,239,486.88	0.00	0.00	-5,239,486.88	100.00%
80 - EXPENSES - CAPITAL PROJECTS	5,011,533.00	5,011,533.00	0.00	0.00	5,011,533.00	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):	**227,953.88**	**227,953.88**	**0.00**	**0.00**	**-227,953.88**	**100.00%**
Department: 410 - BOND AND INTEREST Surplus (Deficit):	**227,953.88**	**227,953.88**	**0.00**	**0.00**	**-227,953.88**	**100.00%**
Total Revenues	**5,239,486.88**	**5,239,486.88**	**0.00**	**0.00**	**-5,239,486.88**	**100.00%**
Total Expenses	**5,011,533.00**	**5,011,533.00**	**0.00**	**0.00**	**5,011,533.00**	**100.00%**
Fund: 410 - Bond & Interest Surplus (Deficit):	**227,953.88**	**227,953.88**	**0.00**	**0.00**	**-227,953.88**	**100.00%**

Budget Report **For Fiscal: 2027 Pe...7**

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 520 - Water Utility						
Department: 210 - PUBLIC WORKS						
Division: 520 - WATER						
40 - REVENUES	4,025,500.00	4,025,500.00	0.00	0.00	-4,025,500.00	100.00%
50 - EXPENSES - PERSONNEL	624,900.00	624,900.00	0.00	0.00	624,900.00	100.00%
60 - EXPENSES - COMMODITIES	222,675.00	222,675.00	0.00	0.00	222,675.00	100.00%
70 - EXPENSES - CONTRACTUAL	2,519,242.50	2,519,242.50	0.00	0.00	2,519,242.50	100.00%
80 - EXPENSES - CAPITAL PROJECTS	1,992,194.50	1,992,194.50	0.00	0.00	1,992,194.50	100.00%
90 - EXPENSES - TRANSFERS	297,587.00	297,587.00	0.00	0.00	297,587.00	100.00%
Division: 520 - WATER Surplus (Deficit):	**-1,631,099.00**	**-1,631,099.00**	**0.00**	**0.00**	**1,631,099.00**	**100.00%**
Department: 210 - PUBLIC WORKS Surplus (Deficit):	**-1,631,099.00**	**-1,631,099.00**	**0.00**	**0.00**	**1,631,099.00**	**100.00%**
Total Revenues	**4,025,500.00**	**4,025,500.00**	**0.00**	**0.00**	**-4,025,500.00**	**100.00%**
Total Expenses	**5,656,599.00**	**5,656,599.00**	**0.00**	**0.00**	**5,656,599.00**	**100.00%**
Fund: 520 - Water Utility Surplus (Deficit):	**-1,631,099.00**	**-1,631,099.00**	**0.00**	**0.00**	**1,631,099.00**	**100.00%**

Budget Report **For Fiscal: 2027 Pe...7**

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 530 - Sewer Utility						
Department: 210 - PUBLIC WORKS						
Division: 530 - SEWER						
40 - REVENUES	3,730,500.00	3,730,500.00	0.00	0.00	-3,730,500.00	100.00%
50 - EXPENSES - PERSONNEL	622,400.00	622,400.00	0.00	0.00	622,400.00	100.00%
60 - EXPENSES - COMMODITIES	299,800.00	299,800.00	0.00	0.00	299,800.00	100.00%
70 - EXPENSES - CONTRACTUAL	2,458,443.00	2,458,443.00	0.00	0.00	2,458,443.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	1,091,689.44	1,091,689.44	0.00	0.00	1,091,689.44	100.00%
90 - EXPENSES - TRANSFERS	342,159.00	342,159.00	0.00	0.00	342,159.00	100.00%
Division: 530 - SEWER Surplus (Deficit):	**-1,083,991.44**	**-1,083,991.44**	**0.00**	**0.00**	**1,083,991.44**	**100.00%**
Department: 210 - PUBLIC WORKS Surplus (Deficit):	**-1,083,991.44**	**-1,083,991.44**	**0.00**	**0.00**	**1,083,991.44**	**100.00%**
Total Revenues	**3,730,500.00**	**3,730,500.00**	**0.00**	**0.00**	**-3,730,500.00**	**100.00%**
Total Expenses	**4,814,491.44**	**4,814,491.44**	**0.00**	**0.00**	**4,814,491.44**	**100.00%**
Fund: 530 - Sewer Utility Surplus (Deficit):	**-1,083,991.44**	**-1,083,991.44**	**0.00**	**0.00**	**1,083,991.44**	**100.00%**

Budget Report **For Fiscal: 2027 Pe...7**

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 540 - Solid Waste Utility						
Department: 540 - SOLID WASTE						
Division: 540 - FUND 12 DEPT 00						
40 - REVENUES	809,000.00	809,000.00	0.00	0.00	-809,000.00	100.00%
70 - EXPENSES - CONTRACTUAL	709,000.00	709,000.00	0.00	0.00	709,000.00	100.00%
90 - EXPENSES - TRANSFERS	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00%
Division: 540 - FUND 12 DEPT 00 Surplus (Deficit):	**-100,000.00**	**-100,000.00**	**0.00**	**0.00**	**100,000.00**	**100.00%**
Department: 540 - SOLID WASTE Surplus (Deficit):	**-100,000.00**	**-100,000.00**	**0.00**	**0.00**	**100,000.00**	**100.00%**
Total Revenues	**809,000.00**	**809,000.00**	**0.00**	**0.00**	**-809,000.00**	**100.00%**
Total Expenses	**909,000.00**	**909,000.00**	**0.00**	**0.00**	**909,000.00**	**100.00%**
Fund: 540 - Solid Waste Utility Surplus (Deficit):	**-100,000.00**	**-100,000.00**	**0.00**	**0.00**	**100,000.00**	**100.00%**

Budget Report **For Fiscal: 2027 Pe...7**

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 550 - Stormwater Utility						
Department: 550 - STORMWATER						
Division: 550 - FUND 14 DEPT 00						
40 - REVENUES	115,000.00	115,000.00	0.00	0.00	-115,000.00	100.00%
70 - EXPENSES - CONTRACTUAL	10,600.00	10,600.00	0.00	0.00	10,600.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%
90 - EXPENSES - TRANSFERS	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%
Division: 550 - FUND 14 DEPT 00 Surplus (Deficit):	**-55,600.00**	**-55,600.00**	**0.00**	**0.00**	**55,600.00**	**100.00%**
Department: 550 - STORMWATER Surplus (Deficit):	**-55,600.00**	**-55,600.00**	**0.00**	**0.00**	**55,600.00**	**100.00%**
Total Revenues	**115,000.00**	**115,000.00**	**0.00**	**0.00**	**-115,000.00**	**100.00%**
Total Expenses	**170,600.00**	**170,600.00**	**0.00**	**0.00**	**170,600.00**	**100.00%**
Fund: 550 - Stormwater Utility Surplus (Deficit):	**-55,600.00**	**-55,600.00**	**0.00**	**0.00**	**55,600.00**	**100.00%**
Report Surplus (Deficit):	**-2,434,623.46**	**-2,434,623.46**	**0.00**	**0.00**	**2,434,623.46**	**100.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-293,016.90	-293,016.90	0.00	0.00	293,016.90
120 - COP & PBC Trustee Fund	17,310.00	17,310.00	0.00	0.00	-17,310.00
200 - Special Street & Highway	-18,180.00	-18,180.00	0.00	0.00	18,180.00
315 - Equipment Reserve	-123,000.00	-123,000.00	0.00	0.00	123,000.00
355 - Capital Improvement Reserv	550,000.00	550,000.00	0.00	0.00	-550,000.00
400 - Land Bank Fund	75,000.00	75,000.00	0.00	0.00	-75,000.00
410 - Bond & Interest	227,953.88	227,953.88	0.00	0.00	-227,953.88
520 - Water Utility	-1,631,099.00	-1,631,099.00	0.00	0.00	1,631,099.00
530 - Sewer Utility	-1,083,991.44	-1,083,991.44	0.00	0.00	1,083,991.44
540 - Solid Waste Utility	-100,000.00	-100,000.00	0.00	0.00	100,000.00
550 - Stormwater Utility	-55,600.00	-55,600.00	0.00	0.00	55,600.00
Report Surplus (Deficit):	**-2,434,623.46**	**-2,434,623.46**	**0.00**	**0.00**	**2,434,623.46**

Gilmore & Bell, P.C.
08/20/2026

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON SEPTEMBER 1, 2026**

The Governing Body met in regular session at the usual meeting place in the City at 7:00 P.M., the Mayor presided and 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)

There were presented certain documents relating to the following described improvements previously authorized by the governing body:

Project No. 1 – Homestead Senior Landing
Water Main Improvements--Authorized by Resolution No. R-2022-49

Project No. 2 – Cozy Homes Addition
Street Paving Improvements (Cozy Drive)--Authorized by Resolution No. R-2023-01

Project No. 3 – Aurora Park Addition
Street Paving Improvements--Authorized by Resolution No. R-2023-02

Project No. 4 – Arthur Heights Addition
Sanitary Sewer Improvements--Authorized by Resolution No. R-2023-09

Project No. 5 – Arthur Heights Addition
Water Distribution Improvements--Authorized by Resolution No. R-2023-10

Project No. 6 – Arthur Heights Addition
Street Improvements--Authorized by Resolution No. R-2025-07

Project No. 7 – Arthur Heights Addition
Water Distribution Improvements--Authorized by Resolution No. R-2025-08

Project No. 8 – Sunflower Commerce Park 3rd Addition
Street Paving Improvements--Authorized by Resolution No. R-2023-11

Project No. 9 – Sunflower Commerce Park 3rd Addition
Sanitary Sewer Improvements--Authorized by Resolution No. R-2023-12

Project No. 10 – Sunflower Commerce Park 3rd Addition
Storm Water Drainage Improvements--Authorized by Resolution No. R-2023-13

Project No. 11 – Sunflower Commerce Park 3rd Addition
Water Distribution Improvements--Authorized by Resolution No. R-2023-14

Project No. 12 – Bel Aire Lakes Addition (Webb Road)
Water Main Improvements--Authorized by Resolution No. R-2023-18

The documents presented are as follows:

Exhibit A – Statements of Final Costs
Exhibit B – Assessment Roll Certification
Exhibit C – Notice of Public Hearing
Exhibit D – Form of Notice of Hearing and Statement of Cost Proposed to be Assessed

After full consideration thereof, Councilmember _____ moved to take the following action:

1. Approve each of the documents;

2. Establish September 15, 2026 at 7:00 p.m., or as soon thereafter as may be heard, to meet for the purpose of hearing any and all written or oral objections to the respective assessments set forth therein;

3. Cause the City Clerk to publish the Notice of Public Hearing (***Exhibit C***) in the official City newspaper not less than 10 days prior to such public meeting date;

4. Mail the Form of Notice of Hearing and Statement of Cost Proposed to be Assessed (***Exhibit D***) to each and all owners of property affected by such assessments at their last known post office address on the same date as the publication of Notice of Public Hearing (***Exhibit C***); and

5. File each of the documents of record in the office of the City Clerk and make the same available for public inspection.

The motion was seconded by Councilmember _____, and approved by the following roll call vote:

Yea: _____

Nay: _____

* * * * * * * * * * * * * *

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

_____
City Clerk

EXHIBIT A

STATEMENTS OF FINAL COSTS

Project No. 1 – Homestead Senior Landing
Water Main Improvements--Authorized by Resolution No. R-2022-49

Construction Cost	$276,572.02
Bond COI	6,378.58
Bond UW Disc	4,349.03
Capitalized Interest	16,816.25
TN COI	3,013.49
TN UW Disc	1,927.88
Interest Payments (TN Capitalized Interest)	24,203.74
Final Interest Payment	7,950.03
5% Admin Fee	13,828.60
Total	**$355,039.62**

Project No. 2 – Cozy Homes Addition
Street Paving Improvements (Cozy Drive)--Authorized by Resolution No. R-2023-01

Construction Cost	$477,632.52
Bond COI	8,077.06
Bond UW Disc	5,507.09
Capitalized Interest	21,294.08
TN COI	3,815.92
TN UW Disc	2,441.24
Interest Payments (TN Capitalized Interest)	30,648.70
Final Interest Payment	10,066.96
Total	**$559,483.57**

Project No. 3 – Aurora Park Addition
Street Paving Improvements--Authorized by Resolution No. R-2023-02

Construction Cost	$1,130,357.13
Bond COI	15,236.74
Bond UW Disc	10,388.69
Capitalized Interest	40,169.60
TN COI	7,198.43
TN UW Disc	4,605.20
Interest Payments (TN Capitalized Interest)	57,816.35
Final Interest Payment	18,990.52
Total	**$1,284,762.66**

Project No. 4 – Arthur Heights Addition
Sanitary Sewer Improvements--Authorized by Resolution No. R-2023-09

Construction Cost	$50,638.35
Bond COI	1,167.87
Bond UW Disc	796.28
Capitalized Interest	3,078.94
TN COI	551.75
TN UW Disc	352.98
Interest Payments (TN Capitalized Interest)	4,431.53
Final Interest Payment	1,455.59
5% Admin Fee	2,531.92
Total	**$65,005.21**
Benefit Fees	$6,320.00

Project No. 5 – Arthur Heights Addition
Water Distribution Improvements--Authorized by Resolution No. R-2023-10

Construction Cost	$126,724.07
Bond COI	2,922.64
Bond UW Disc	1,992.71
Capitalized Interest	7,705.13
TN COI	1,380.77
TN UW Disc	883.35
Interest Payments (TN Capitalized Interest)	11,090.05
Final Interest Payment	3,642.67
5% Admin Fee	6,336.20
Total	**$162,677.59**
Benefit Fees	$4,080.00

Project No. 6 – Arthur Heights Addition
Street Improvements--Authorized by Resolution No. R-2025-07

Construction Cost	$383,512.16
Bond COI	8,844.94
Bond UW Disc	6,030.64
Capitalized Interest	23,318.47
TN COI	4,178.69
TN UW Disc	2,673.32
Interest Payments (TN Capitalized Interest)	33,562.43
Final Interest Payment	11,024.01
5% Admin Fee	19,175.61
Total	**$492,320.27**

Project No. 7 – Arthur Heights Addition
Water Distribution Improvements--Authorized by Resolution No. R-2025-08

Construction Cost	$22,399.53
Bond COI	516.60
Bond UW Disc	352.23
Capitalized Interest	1,361.95
TN COI	244.06
TN UW Disc	156.14
Interest Payments (TN Capitalized Interest)	1,960.26
Final Interest Payment	643.87
5% Admin Fee	1,119.98
Total	**$28,754.62**

Project No. 8 – Sunflower Commerce Park 3rd Addition
Street Paving Improvements--Authorized by Resolution No. R-2023-11

Construction Cost	$622,062.39
Bond COI	14,346.62
Bond UW Disc	9,781.79
Capitalized Interest	37,822.91
TN COI	6,777.90
TN UW Disc	4,336.17
Interest Payments (TN Capitalized Interest)	54,438.75
Final Interest Payment	17,881.11
5% Admin Fee	31,103.12
Total	**$798,550.76**

Project No. 9 – Sunflower Commerce Park 3rd Addition
Sanitary Sewer Improvements--Authorized by Resolution No. R-2023-12

Construction Cost	$211,907.68
Bond COI	4,887.23
Bond UW Disc	3,332.20
Capitalized Interest	12,884.50
TN COI	2,308.91
TN UW Disc	1,477.13
Interest Payments (TN Capitalized Interest)	18,544.75
Final Interest Payment	6,091.26
5% Admin Fee	10,595.38
Total	**$272,029.04**

Project No. 10 – Sunflower Commerce Park 3rd Addition
Storm Water Drainage Improvements--Authorized by Resolution No. R-2023-13

Construction Cost	$1,328,736.96
Bond COI	30,644.65
Bond UW Disc	20,894.08
Capitalized Interest	80,790.44
TN COI	14,477.72
TN UW Disc	9,262.14
Interest Payments (TN Capitalized Interest)	116,282.20
Final Interest Payment	38,194.38
5% Admin Fee	66,436.85
Total	**$1,705,719.42**

Project No. 11 – Sunflower Commerce Park 3rd Addition
Water Distribution Improvements--Authorized by Resolution No. R-2023-14

Construction Cost	$321,342.19
Bond COI	7,411.11
Bond UW Disc	5,053.03
Capitalized Interest	19,538.39
TN COI	3,501.30
TN UW Disc	2,239.96
Interest Payments (TN Capitalized Interest)	28,121.73
Final Interest Payment	9,236.94
5% Admin Fee	16,067.11
Total	**$412,511.76**

Project No. 12 – Bel Aire Lakes Addition (Webb Road)
Water Main Improvements--Authorized by Resolution No. R-2023-18

Construction Cost	$414,775.20
Bond COI	9,565.96
Bond UW Disc	6,522.24
Capitalized Interest	25,219.34
TN COI	4,519.33
TN UW Disc	2,891.25
Interest Payments (TN Capitalized Interest)	36,298.36
Final Interest Payment	11,922.66
5% Admin Fee	20,738.76
Total	**$532,453.10**

EXHIBIT B

ASSESSMENT ROLL CERTIFICATION

The undersigned having been designated by the City of Bel Aire, Kansas (the "City"), to determine the amounts of the respective assessments and to prepare the proposed Assessment Roll therefor in connection with certain internal improvements previously authorized by the governing body hereby reports that each and all of the respective assessments have been determined to be as shown on the Schedule attached hereto and made a part hereof by reference as though fully set out herein.

Dated September 1, 2026.

CITY OF BEL AIRE, KANSAS

By: _____
City Clerk

SCHEDULE I

Legal Description (Homestead Senior Landing)	Parcel ID Number	Square Footage	Water Main Res. R-2022-49
Lot 1A, Block A	30020500	49,690	$22,694.28
Lot 1B, Block A	30015554	254,409	116,192.97
Lot 1C, Block A	30020501	240,071	109,644.55
Lot 1D, Block A	30020502	233,203	106,507.82
TOTAL			**$355,039.62**

Legal Description (Cozy Homes Addition / M.K. Mosteller Addition)	Paving Res. R-2023-01
Cozy Homes Addition Lot 1	$39,278.96
Cozy Homes Addition Lot 2	39,278.96
Cozy Homes Addition Lot 3	39,278.96
Cozy Homes Addition Lot 4	39,278.96
Cozy Homes Addition Lot 5	39,278.96
Cozy Homes Addition Lot 6	39,278.96
Cozy Homes Addition Lot 7	39,278.96
Cozy Homes Addition Lot 8	39,278.96
Cozy Homes Addition Lot 9	39,278.96
M.K. Mosteller Addition Block A Lot 1	78,557.92
TOTAL	**$432,068.56**

Legal Description (Aurora Park Addition)	Paving Res. R-2023-02
Block E Lot 1	$37,048.33
Block E Lot 20	37,048.33
Block E Lot 21	37,048.33
Block F Lot 1	37,048.33
Block F Lot 2	37,048.33
Block F Lot 3	37,048.33
Block F Lot 4	37,048.33
Block F Lot 5	37,048.33
Block F Lot 6	37,048.33
Block F Lot 7	37,048.33
Block F Lot 8	37,048.33
Block F Lot 9	37,048.33
Block G Lot 18	37,048.33
Block G Lot 19	37,048.33
Block G Lot 20	37,048.33
Block G Lot 21	37,048.33
Block G Lot 22	37,048.33
Block G Lot 23	37,048.33
Block G Lot 24	37,048.33
Block G Lot 25	37,048.33
Block G Lot 26	37,048.33
Block E Part of Lots 18-19 (Parcel ID No. 00272127)	37,048.33
TOTAL	**$815,063.26**

Legal Description (Arthur Heights Addition)	Water Res. R-2023-10	Water Res. R-2025-08	Sewer Res. R-2023-09	Street Res. R-2025-07
Block 1 Lot 1	$11,911.27	$28,754.62	0	$246,160.13
Block 1 Lot 2	154,846.32	0	$71,325.21	246,160.14
TOTAL	**$166,757.59**	**$28,754.62**	**$71,325.21**	**$492,320.27**

Legal Description (Sunflower Commerce Park 3rd Addition)	Water Res. R-2023-14	Drainage Res. R-2023-13	Sewer Res. R-2023-12	Paving Res. R-2023-11
Block 1 Lot 1	$103,127.94	$426,429.85	$68,007.26	$199,637.69
Block 1 Lot 6	103,127.94	426,429.85	68,007.26	199,637.69
Block 1 Lot 7	103,127.94	426,429.85	68,007.26	199,637.69
Block 1 Lot 8	103,127.94	426,429.85	68,007.26	199,637.69
TOTAL	**$412,511.76**	**$1,705,719.40**	**$272,029.04**	**$798,550.76**

Legal Description (Bel Aire Lakes Addition)	Water Main Res. R-2023-18
Block A Lot 1	$2,716.60
Block A Lot 2	2,716.60
Block A Lot 3	2,716.60
Block A Lot 4	2,716.60
Block A Lot 5	2,716.60
Block A Lot 6	2,716.60
Block A Lot 7	2,716.60
Block A Lot 8	2,716.60
Block A Lot 9	2,716.60
Block A Lot 10	2,716.60
Block A Lot 11	2,716.60
Block A Lot 12	2,716.60
Block A Lot 13	2,716.60
Block A Lot 14	2,716.60
Block A Lot 15	2,716.60
Block A Lot 16	2,716.60
Block A Lot 17	2,716.60
Block A Lot 18	2,716.60
Block A Lot 19	2,716.60
Block A Lot 20	2,716.60
Block A Lot 21	2,716.60
Block A Lot 22	2,716.60
Block A Lot 23	2,716.60
Block A Lot 24	2,716.60
Block A Lot 25	2,716.60
Block A Lot 26	2,716.60
Block A Lot 27	2,716.60
Block A Lot 28	2,716.60
Block A Lot 29	2,716.60
Block A Lot 30	2,716.60
Block A Lot 31	2,716.60
Block A Lot 32	2,716.60
Block A Lot 33	2,716.60
Block A Lot 34	2,716.60
Block A Lot 35	2,716.60
Block A Lot 36	2,716.60
Block A Lot 37	2,716.60
Block A Lot 38	2,716.60

Legal Description (Bel Aire Lakes Addition)	Water Main Res. R-2023-18
Block A Lot 39	2,716.60
Block A Lot 40	2,716.60
Block A Lot 41	2,716.60
Block A Lot 42	2,716.60
Block A Lot 43	2,716.60
Block A Lot 44	2,716.60
Block A Lot 45	2,716.60
Block A Lot 46	2,716.60
Block A Lot 47	2,716.60
Block A Lot 48	2,716.60
Block A Lot 49	2,716.60
Block B Lot 1	2,716.60
Block B Lot 2	2,716.60
Block B Lot 3	2,716.60
Block B Lot 4	2,716.60
Block B Lot 5	2,716.60
Block B Lot 6	2,716.60
Block B Lot 7	2,716.60
Block B Lot 8	2,716.60
Block B Lot 9	2,716.60
Block B Lot 10	2,716.60
Block B Lot 11	2,716.60
Block B Lot 12	2,716.60
Block B Lot 13	2,716.60
Block B Lot 14	2,716.60
Block B Lot 15	2,716.60
Block B Lot 16	2,716.60
Block B Lot 17	2,716.60
Block B Lot 18	2,716.60
Block B Lot 19	2,716.60
Block B Lot 20	2,716.60
Block B Lot 21	2,716.60
Block B Lot 22	2,716.60
Block C Lot 1	2,716.60
Block C Lot 2	2,716.60
Block C Lot 3	2,716.60
Block C Lot 4	2,716.60
Block C Lot 5	2,716.60
Block C Lot 6	2,716.60
Block C Lot 7	2,716.60
Block C Lot 8	2,716.60
Block C Lot 9	2,716.60
Block C Lot 10	2,716.60
Block C Lot 11	2,716.60
Block C Lot 12	2,716.60
Block C Lot 13	2,716.60
Block C Lot 14	2,716.60
Block C Lot 15	2,716.60
Block C Lot 16	2,716.60
Block C Lot 17	2,716.60
Block C Lot 18	2,716.60
Block C Lot 19	2,716.60
Block C Lot 20	2,716.60
Block C Lot 21	2,716.60

Legal Description (Bel Aire Lakes Addition)	Water Main Res. R-2023-18
Block C Lot 22	2,716.60
Block C Lot 23	2,716.60
Block C Lot 24	2,716.60
Block C Lot 25	2,716.60
Block D Lot 1	2,716.60
Block D Lot 2	2,716.60
Block D Lot 3	2,716.60
Block D Lot 4	2,716.60
Block D Lot 5	2,716.60
Block D Lot 6	2,716.60
Block D Lot 7	2,716.60
Block D Lot 8	2,716.60
Block D Lot 9	2,716.60
Block D Lot 10	2,716.60
Block D Lot 11	2,716.60
Block D Lot 12	2,716.60
Block D Lot 13	2,716.60
Block D Lot 14	2,716.60
Block D Lot 15	2,716.60
Block D Lot 16	2,716.60
Block D Lot 17	2,716.60
Block D Lot 18	2,716.60
Block D Lot 19	2,716.60
Block D Lot 20	2,716.60
Block D Lot 21	2,716.60
Block D Lot 22	2,716.60
Block D Lot 23	2,716.60
Block D Lot 24	2,716.60
Block D Lot 25	2,716.60
Block D Lot 26	2,716.60
Block D Lot 27	2,716.60
Block E Lot 1	2,716.60
Block E Lot 2	2,716.60
Block E Lot 3	2,716.60
Block E Lot 4	2,716.60
Block E Lot 5	2,716.60
Block E Lot 6	2,716.60
Block E Lot 7	2,716.60
Block E Lot 8	2,716.60
Block E Lot 9	2,716.60
Block E Lot 10	2,716.60
Block E Lot 11	2,716.60
Block E Lot 12	2,716.60
Block E Lot 13	2,716.60
Block E Lot 14	2,716.60
Block E Lot 15	2,716.60
Block E Lot 16	2,716.60
Block E Lot 17	2,716.60
Block E Lot 18	2,716.60
Block E Lot 19	2,716.60
Block E Lot 20	2,716.60
Block E Lot 21	2,716.60
Block E Lot 22	2,716.60
Block E Lot 23	2,716.60

Legal Description (Bel Aire Lakes Addition)	Water Main Res. R-2023-18
Block E Lot 24	2,716.60
Block E Lot 25	2,716.60
Block E Lot 26	2,716.60
Block E Lot 27	2,716.60
Block E Lot 28	2,716.60
Block F Lot 1	2,716.60
Block F Lot 2	2,716.60
Block F Lot 3	2,716.60
Block F Lot 4	2,716.60
Block F Lot 5	2,716.60
Block F Lot 6	2,716.60
Block F Lot 7	2,716.60
Block F Lot 8	2,716.60
Block F Lot 9	2,716.60
Block F Lot 10	2,716.60
Block F Lot 11	2,716.60
Block F Lot 12	2,716.60
Block F Lot 13	2,716.60
Block F Lot 14	2,716.60
Block F Lot 15	2,716.60
Block F Lot 16	2,716.60
Block F Lot 17	2,716.60
Block F Lot 18	2,716.60
Block F Lot 19	2,716.60
Block F Lot 20	2,716.60
Block F Lot 21	2,716.60
Block F Lot 22	2,716.60
Block F Lot 23	2,716.60
Block F Lot 24	2,716.60
Block F Lot 25	2,716.60
Block F Lot 26	2,716.60
Block F Lot 27	2,716.60
Block F Lot 28	2,716.60
Block F Lot 29	2,716.60
Block G Lot 1	2,716.60
Block G Lot 2	2,716.60
Block G Lot 3	2,716.60
Block G Lot 4	2,716.60
Block G Lot 5	2,716.60
Block G Lot 6	2,716.60
Block H Lot 1	2,716.60
Block H Lot 2	2,716.60
Block H Lot 3	2,716.60
Block H Lot 4	2,716.60
Block H Lot 5	2,716.60
Block H Lot 6	2,716.60
Block H Lot 7	2,716.60
Block H Lot 8	2,716.60
Block H Lot 9	2,716.60
Block H Lot 10	2,716.60
TOTAL	**$532,453.60**

EXHIBIT C

(Published on the official City newspaper, www.belaireks.gov, on September 3, 2026)

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF THE CITY OF BEL AIRE, KANSAS

You and each of you are hereby notified that the governing body of the City of Bel Aire, Kansas (the "City") will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a01 *et seq*., at City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas 67226, in the City, on September 15, 2026, or as soon thereafter as may be heard, at 7:00 p.m. The public hearing is for the purpose of hearing any and all oral or written objections to proposed assessments in connection with the following described improvements:

Project No. 1 – Homestead Senior Landing – Water Main Improvements
Resolution No. R-2022-49

A water main to serve the area described below, according to plans and specifications to be furnished by the City Engineer.

Property Description: Lot 1, Block A, Homestead Senior Landing, in the City of Bel Aire, Sedgwick County, Kansas, but where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each parcel on a square foot basis.

Cost of Improvements: $355,039.62; 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 2 – Cozy Homes Addition – Street Paving Improvements (Cozy Drive)
Resolution No. R-2023-01

Construction of pavement on COZY DRIVE from the north line of 37th Street North to and including cul-de-sac. That said pavement between aforesaid limits be constructed for a width of twenty-six (26) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/ 2) feet in width; making a total roadway width of thirty-one (31) feet with plans and specifications to be furnished by the City Engineer, with drainage to be installed where necessary.

Property Description: Lots 1 through 9, Cozy Homes Addition; and Lot 1, Block A, M.K. Mosteller Addition; all in the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements: $559,483.57; $432,068.57 to be assessed against the Improvement District and $127,415 to be paid by the City-at-large.

Project No. 3 – Aurora Park Addition – Street Paving Improvements
Resolution No. R-2023-02

Construction of pavement on PARKWOOD AVENUE from the south line of Lot 18, Block G Aurora Park Addition to the north line of Aurora Park Addition; 40TH STREET NORTH from the east line of Parkwood Avenue to the west line of Edgemoor Drive. That said pavement on the above listed roads between aforesaid limits be constructed as a 7" asphalt mat pavement for a width of twenty-six (26) feet from edge to edge with open ditches on both sides of the roads with plans and specifications to be furnished by the City Engineer, with drainage to be installed where necessary.

Property Description: Lots 1, 20 and 21, Block E; Lots 1 through 9, Block F; and Lots 18 through 26, Block G; Aurora Park Addition; and a parcel in Aurora Park that is Part of Lots 18-19, Block E, Lying North of a Line Beginning at a point on Parkwood Lane 200 Feet Southwest of the Northwest Corner of Lot 18, Block E and Running Due East to a point 180 Feet South of the NE Corner of Lot 19, Block E, Aurora Park Addition; all in the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements: $1,284,762.66; $815,063.21 to be assessed against the Improvement District and $469,699.45 to be paid by the City-at-large.

Project No. 4 – Arthur Heights Addition – Sanitary Sewer Improvements
Resolution No. R-2023-09

Construction of a lateral sanitary sewer, to serve the area described below, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Property Description: Lot 2, Block 1, Arthur Heights Addition, in the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements: $65,005.21; 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 5 – Arthur Heights Addition – Water Distribution Improvements
Resolution No. R-2023-10

Construction of a water distribution system including necessary water mains, pipes, valves, hydrants, meters and appurtenances, to serve the area described below, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Property Description: Lots 1 and 2, Block 1, Arthur Heights Addition, in the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements: $162,677.59; 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 6 – Arthur Heights Addition – Street Improvements
Resolution No. R-2025-07

Construction of pavement on 45th ST N COURT from the south line of Arthur Heights Estates to and including the cul-de-sac. That said pavement on 45th Street N Court between aforesaid limits be constructed for a width of twenty-six (26) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width making a total roadway width of thirty-one (31) feet with plans and specifications to be furnished by the City Engineer. Drainage to be installed where necessary. A 5' sidewalk shall be installed on the east side of 45th Street N Court to the end of the new pavement.

Property Description: Lots 1 and 2, Block 1, Arthur Heights Addition, in the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements: $492,320.27; 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 7 – Arthur Heights Addition – Water Distribution Improvements
Resolution No. R-2025-08

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

Property Description: Lot 1, Block 1, Arthur Heights Addition, in the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements: $28,754.62; 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 8 – Sunflower Commerce Park 3rd Addition – Street Paving Improvements
Resolution No. R-2023-11

Paving improvements to serve the area below, with the improvements to be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Property Description: Lots 1 and 6 through 8, Block 1, Sunflower Commerce Park 3rd Addition, in the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements: $798,550.76; 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 9 – Sunflower Commerce Park 3rd Addition – Sanitary Sewer Improvements
Resolution No. R-2023-12

Sewer improvements to serve the area below, with the improvements to be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Property Description: Lots 1 and 6 through 8, Block 1, Sunflower Commerce Park 3rd Addition, in the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements: $272,029.04; 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 10 – Sunflower Commerce Park 3rd Addition – Storm Water Drainage Improvements
Resolution No. R-2023-13

Storm drainage improvements to serve the area below, with the improvements to be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Property Description: Lots 1 and 6 through 8, Block 1, Sunflower Commerce Park 3rd Addition, in the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements: $1,705,719.42; 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 11 – Sunflower Commerce Park 3rd Addition – Water Distribution Improvements
Resolution No. R-2023-14

Water improvements to serve the area below, with the improvements to be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Property Description: Lots 1 and 6 through 8, Block 1, Sunflower Commerce Park 3rd Addition, in the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements: $412,511.76; 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Project No. 12 – Bel Aire Lakes Addition (Webb Road) – Water Main Improvements
Resolution No. R-2023-18

Construction of a 16" water main, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described below, according to plans and specifications to be furnished by the City Engineer.

Property Description: Lots 1 through 49, Block A; Lots 1 through 22, Block B; Lots 1 through 25, Block C; Lots 1 through 27, Block D; Lots 1 through 28, Block E; Lots 1 through 29, Block F; Lots 1 through 6, Block G; and Lots 1 through 10, Block H; Bel Aire Lakes Addition, in the City of Bel Aire, Sedgwick County, Kansas.

Cost of Improvements: $532,453.10; 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

An Assessment Roll prepared in accordance with the referenced Resolution(s) approved by the governing body is on file in the Office of the City Clerk and may be examined by any interested party. At the conclusion of the public hearing, the governing body will consider an Ordinance levying such special assessments.

DATED September 3, 2026.

/s/ Melissa Krehbiel, City Clerk

EXHIBIT D

NOTICE OF HEARING
AND
STATEMENT OF COST PROPOSED TO BE ASSESSED

September 3, 2026
City of Bel Aire, Kansas

{NAME}
{ADDRESS}
{CITY} {STATE}, {ZIP}:

You are hereby notified, as owner of record of the property described as:

{PIN Number}, {SUBDIVISION NAME AND ADDITION}, {BLOCK AND LOT}

that there is proposed to be assessed against said property, certain amounts for the costs of certain internal improvements (the "Improvements") heretofore authorized by the Governing Body of the City of Bel Aire, Kansas (the "City"). The description of the Improvements, the resolution number authorizing the same and the proposed amount of assessment are identified as:

{RESOLUTION}: {IMPROVEMENT NAME} {COST TO BE ASSESSED}
(REPEAT FOR EACH PROJECT BEING ASSESSED FOR THIS PROPERTY).

You are hereby further notified that the Governing Body of the City will meet on September 15, 2026, at 7:00 p.m., at City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas 67226, in the City, for the purpose of considering the proposed assessments.

The proposed Assessment Roll is on file in my office for public inspection. ***WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID PUBLIC HEARING.***

At the conclusion of the public hearing, the governing body of the City will consider an ordinance levying such special assessments. A subsequent Notice of Assessment will be mailed to affected property owners at that time indicating that each property owner may pay the assessment in whole or in part within thirty (30) days of the date of the aforementioned public hearing. Any amount not so paid within said 30 days will be collected in 20 annual installments, together with interest thereon at the rate obtained by the City for its general obligation bonds issued to finance the costs of the Improvements.

Melissa Krehbiel, City Clerk

CERTIFICATE OF MAILING

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The undersigned, City Clerk of the City of Bel Aire, Kansas (the "City"), does hereby certify that on September 3, 2026, I caused to be mailed to each and all of the owners of property affected thereby, at their last known post office address, a Notice of Public Hearing and Statement of the Cost Proposed to be Assessed in connection with certain improvements in the City.

A sample copy of the form of such Notice of Hearing and Statement of Cost Proposed to be Assessed is attached hereto.

WITNESS my hand and seal as of September ___, 2026.

(Seal)

_____
Melissa Krehbiel, City Clerk

[attach sample copy of form]

City of Bel Aire

DATE: August 25, 2026
TO: Bel Aire City Council
FROM: Ted Henry, City Manager
SUBJECT: Aurora Park Special Assessments

Project Summary

The Aurora Park neighborhood was platted in the 1950s with gravel roads serving the neighborhood since its development. Over the years, the condition of the gravel streets has been discussed periodically. In 2022, several concerns were raised by residents regarding dust, drainage, street conditions, and road materials.

The City had previously considered and attempted several short-term solutions, including different grading techniques and changes to road materials. Dust control techniques and the asphalt millings were also considered but never attempted due to a variety of reasons. None of these efforts addressed the underlying challenges associated with maintaining gravel roads. As a result, the City Council began evaluating a long-term solution that included paving the streets.

As part of the project, the City recognized the deferred maintenance of the neighborhood's drainage ditches and determined that drainage improvements should be completed at the same time as the street improvements. The City agreed to accept responsibility for the ditch and drainage improvements rather than including those costs in any special assessments to property owners.

Garver was retained to evaluate the drainage needs, develop paving concepts, and prepare estimated project costs.

In 2023, petitions were submitted to the City Council requesting the paving of 40th Street and Parkwood. More than 51% of the property owners in the area signed and returned petitions requesting that the streets be paved. The petitions outlined the estimated project costs and the amount proposed to be assessed to benefiting properties. At that time, the estimated construction cost identified in the petitions was $581,085.

In April 2024, construction bids for the project were presented to the City Council. Ken Lee with Garver explained that the bids exceeded the original estimates, with the project bid totaling $660,658. (a difference of $79,573)

The City Council had an extensive discussion regarding the drainage improvements and emphasized that eligible drainage costs should not be charged to property owners through the special assessments for street paving. Ultimately, the City Council accepted the bid and increased the City's financial participation to cover the eligible drainage costs associated with the project.

During construction, the Aurora Park project experienced complications, primarily involving utility conflicts associated with the ditch and drainage work. Because the City had committed to funding 100% of the eligible ditch and drainage improvements, change orders associated with those complications were

approved by the City Council and funded by the City.

Bond Financing and Interest Costs

Throughout the planning and construction process, much of the discussion focused on the estimated construction cost of the improvements. As the City now begins the bonding process, an additional factor must be considered that is the financing and interest costs associated with issuing bonds for the special assessments.

For this project, 22 lots will share the $660,658 cost associated with construction of the street improvements. Temporary note financing and other bond-related costs will add $154,406 to the project bringing the total amount to $815,063. Based on 22 lots, the current assessment is approximately $37,048 per lot.

Property owners will be notified of their final assessment amount and will have an opportunity to pay the assessment in full, obtain their own financing, or allow the assessment to be financed through the City's bond issue. The City's bond interest rate is currently estimated to be approximately 4% to 4.5%.

For property owners who choose to finance the assessment through the City's bond issue, the special assessment will appear on property tax bills in November 2027. At an estimated 4% interest rate over 20 years, the annual payment would be approximately $2,700 per lot, or approximately $225 per month.

Separate from the amount assessed to the property owners, the City's contribution toward the ditch and drainage improvements for the project was $469,699.

City of
Bel Aire

January 6, 2023

Dear Aurora Park Property Owner,

As you are aware, Garver Engineering was hired to complete a drainage study to determine what needs done to improve drainage and repair the ditches in your neighborhood. That lead to Council requesting cost estimates to repair the ditches and pave the streets. This permanently solves all the issues of dust, road maintenance, gravel and drainage for your area.

The City Council prefers landowners to petition, or request, for the street improvements to be installed. This is done through the petition process. You may remember a petition was circulated to the lot owners in Aurora Park last fall. In order for the project to move forward, 51% of the property owners needed to sign and return the petition. That number was not reached over the entire subdivision. As a result, Council chose not to move forward with improvements in Aurora Park. However, a majority of property owners north of 40th on Parkwood and along 40th did sign the petition.

Last month, I was approached by Gary Swift, a homeowner in Aurora Park who resides along north Parkwood, about a new benefit district that would pave 40th street from Edgemoor to Parkwood and north on Parkwood from 40th to the dead end. Enclosed is the benefit district with lots included. Garver Engineering said this could in fact be its own benefit district and improvements could be completed. Garver drafted new petitions for this specific benefit district and Mr. Swift was personally taking them to each property owner. Time is now of the essence as we will be paving Cozy Drive per their request. Having two projects will help reduce costs for both areas. Therefore, please return your signed petition to City Hall by February 1st so we can move both projects forward at the same time. If you plan to not sign the petition and participate, I would greatly appreciate an email to that affect.

If at least 51%, or 12 lot owners, return signed petitions, the project will move forward. If that is the case, here is the process as well as timeline. Council will officially accept the signed petitions and approve an authorizing resolution at the February 7th City Council meeting. The city will then hire an engineering firm to begin design work. Once the plans are approved, the city will solicit bids from several contractors. The best bid, typically lowest, will be awarded the project. A public meeting with then be scheduled for all the homeowners along Parkwood and 40th with the engineer, contractor, and city. All your questions will be answered relating to how long construction will take, how to access your home, mail, etc. Once the project is completed, the city will issue a bond to pay for the improvements and then special-assess those costs to each homeowner. Again, an estimate was included in the petitions that were circulated. I would guess design and bidding should be completed by the fall of 2023 with construction starting soon thereafter. The special assessments won't be spread until 2025 or soon thereafter.

7651 East Central Park Avenue
Bel Aire, Kansas 67226
PHONE (316) 744-2451
FAX (316) [illegible]9

If you have any questions related to the improvements, please contact our City Engineer, Anne Stephens at astephens@belaireks.gov or questions related to special assessment financing to Finance Director, Ted Henry at thenry@belaireks.gov. I am also available for questions at tlasher@belaireks.gov.

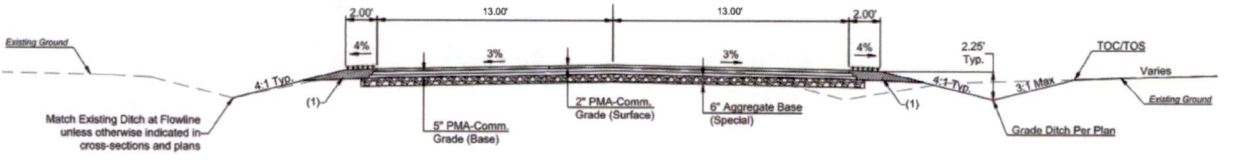
These improvements will easily solve all the issues related to dust, street condition and drainage. I know you will be very pleased with the work which will make a positive difference for your neighborhood.

Sincerely,

Ty Lasher
City Manager

Aurora Park Paving Exhibit
11-2-2022





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GARVER
1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

Aurora Park Paving Exhibit

FIGURE NUMBER

SHEET NUMBER 1

PAVING PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Aurora Park
Lot 1 and Lots 20 – 21, Block E
Lots 1 – 9, Block F
Lots 18 – 26, Block G

Parcel in Aurora Park
That Part of Lots 18-19, Block E Lying North of a Line Beginning at a point on Parkwood Lane 200 Feet Southwest of the Northwest Corner of Lot 18, Block E and Running Due East to a point 180 Feet South of the NE Corner of Lot 19, Block E Aurora Park Addition.

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

(b) That there be constructed pavement on **PARKWOOD AVENUE** from the south line of Lot 18, Block G Aurora Park Addition to the north line of Aurora Park Addition; **40TH STREET NORTH** from the east line of Parkwood Avenue to the west line of Edgemoor Drive.

That said pavement on the above listed roads between aforesaid limits be constructed as a 7" asphalt mat pavement for a width of twenty-six (26) feet from edge to edge with open ditches on both sides of the roads with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement being Six Hundred Seventy-Seven Thousand Dollars ($677,000), with the cost to be payable by the improvement district as outlined below. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after November 1, 2022.

(c) The City of Bel Aire, Kansas will pay $96,000 of the cost of drainage improvements. The land or area above described shall be constituted as an improvement district against which shall be assessed the remainder of the total actual cost of the improvement for which the improvement district is liable.

Lot 3, Block F
4164 N. Parkwood Avenue

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

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

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

Aurora Park
Lot 1 and Lots 20 – 21, Block E
Lots 1 – 9, Block F
Lots 18 – 26, Block G

Parcel in Aurora Park
That Part of Lots 18-19, Block E Lying North of a Line Beginning at a point on Parkwood Lane 200 Feet Southwest of the Northwest Corner of Lot 18, Block E and Running Due East to a point 180 Feet South of the NE Corner of Lot 19, Block E Aurora Park Addition.

The above listed lots, parcels and tracts shall each pay 1/22 of the total cost of the improvements.

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

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

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

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

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

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

(SEE INDIVIDUAL SIGNATURE SHEETS ATTACHED)

Lot 3, Block F
4164 N. Parkwood Avenue

Aurora Park Asphalt Mat Pavment
November 2, 2022

Bid Item Description	Quantity	Um	Unit Price	Extension
Mobilization	1	LS	20,000.00	20,000.00
Site Clearing	1	LS	42,000.00	42,000.00
Site Restoration	1	LS	5,000.00	5,000.00
Excavation	5,950	cy	8.00	47,600.00
Compacted Fill (95% Density)	4,250	cy	5.00	21,250.00
Remove & Replace Existing AC Driveway	650	sy	40.00	26,000.00
AC Pavement 7" (5" Bit. Base) (BM-2) (26' width)	5,790	sy	25.00	144,750.00
Crushed Rock Base 5", Reinforced	6,150	sy	9.00	55,350.00
Pipe, SWS 24", RCP	75	lf	100.00	7,500.00
Remove & Reset Existing Culverts (16 total)	480	lf	50.00	24,000.00
Remove & Replace Existing Culverts (3 total)	90	lf	100.00	9,000.00
Place New Culverts (8 total)	240	lf	75.00	18,000.00
Rip-Rap, Light Stone	20	sy	75.00	1,500.00
Signing	1	LS	3,000.00	3,000.00
Traffic Control	1	LS	10,000.00	10,000.00
Seeding, Permanent	1	LS	7,500.00	7,500.00
BMP, Temporary Seeding	1	LS	2,500.00	2,500.00
BMP, Erosion Control Blanket	3,552	sy	1.25	4,440.00
BMP, Construction Entrance	2	ea	1,000.00	2,000.00
			Construction Subtotal	451,390.00
			Contingencies (15%)	$67,709
			Utility Relocation & Easement/ROW Acquistion (10%)	$45,139
			Eng., Staking, Insp (25%)	$112,848
			Total Cost	$677,085

City Contribution	$96,000
Net Cost to Benefit District	$581,085
Full Cost / Lot (22 shares)	$26,412.95
Cost per month	$146.49

City of Bel Aire

DATE: August 25, 2026
TO: Bel Aire City Council
FROM: Ted Henry, City Manager
SUBJECT: Cozy Drive Special Assessments

Project Summary

The Cozy Homes Addition was platted in 1965 with gravel roads serving the neighborhood since its development. While the condition of the gravel streets in this area had not deteriorated as much as other areas of the City, drainage was taking its toll on certain areas of the subdivision.

The City hired Garver to conduct a drainage evaluation on Aurora Park, Hillcrest, Cozy Drive and Eagle Lake in 2021. The study revealed that while the ditches would be of adequate size once they were cleaned out and restored to grade. As with any grading and ditch work on gravel roads, the cleaning out of the ditches is not a "one and done" type of event. Regular maintenance is necessary to maintain the capacity and grade of the ditches. As an alternate to this continued maintenance, the City Council undertook a petition process to see if the residents would have an appetite to pave the roadway.

Petitions were sent to the residents of Cozy Drive in 2023 to request the paving of Cozy Drive. More than 51% of the property owners in the area signed and returned petitions requesting that the street be paved. The petitions outlined the estimated project costs and the amount proposed to be assessed to the benefiting properties. At that time, the estimated construction cost identified in the petitions was $360,000. Following the acceptance of the petition, the Council hired Garver to design paving and drainage improvements to Cozy Drive.

Upon evaluation of the topography, it was determined that the roadway could be lowered enough to capture the majority of the drainage along Cozy Drive without the need for ditches. A new set of inlets with a trench drain was installed roughly 200' west of the dead end and new crossroad pipes were installed where the drainage ditch ran between Lots 6 and 7 to the north and the east edge of Lot 8 to the south. With the storm sewers in place, curb and guttering was included and the project was bid out with pricing for both asphalt and concrete paving. When the bids came in, the price for concrete was approximately 7.9% higher than asphalt. In keeping with Council's policy of utilizing concrete when it is within 30% of the asphalt costs, concrete was chosen at a cost of $350,218.

As part of the project, the City recognized the deferred maintenance of the neighborhood's drainage ditches. The City agreed to accept responsibility for a portion of the drainage improvements rather than including these costs in any special assessments to property owners.

Bond Financing and Interest Costs

Throughout the planning and construction process, much of the discussion focused on the estimated construction cost of the improvements. As the City now begins the bonding process, an additional factor that must be considered is the financing and interest costs associated with issuing bonds for the special assessments.

For this project, 11 lots will share the $350,218 of the cost associated with construction of the street improvements. Temporary note financing and other bond-related costs will add $81,851 to the project bringing the total amount to $432,069. Based on 11 lots, the current assessment is approximately $39,279 per lot.

Property owners will be notified of their final assessment amount and will have an opportunity to pay the assessment in full, obtain their own financing, or allow the assessment to be financed through the City's bond issue. The City's bond interest rate is currently estimated to be approximately 4% to 4.5%.

For property owners who choose to finance the assessment through the City's bond issue, the special assessment is anticipated to first appear on property tax bills in November 2027. At an estimated 4% interest rate over 20 years, the annual payment would be approximately $2,856 per lot, or approximately $238 per month.

Separate from the amount assessed to the property owners, the City's contribution toward the ditch and drainage improvements for the project is currently at $127,415.

City of
Bel Aire

January 6, 2023

Dear Cozy Drive Property Owner,

As you are aware, the City of Bel Aire engaged Garver Engineering to determine the best solution to upgrade your street and remedy several drainage issues. You received letters and a petition last year that detailed the work to be done, engineers estimate and how special assessments work. The benefit district consists of 13 lots, all of which are along Cozy, with 7 owners needing to sign the petition for work to move forward. To date, we have received 8 signed and returned petitions. This means the city will be moving forward with the project.

I wanted to give you an explanation of the process as well as timeline. Council will officially accept the signed petitions and approve an authorizing resolution at the February 7th City Council meeting. The city will then hire an engineering firm to begin design work. Once the plans are approved, the city will solicit bids from several contractors. The best bid, typically lowest, will be awarded the project. A public meeting with then be scheduled for all homeowners along Cozy Drive with the city, engineer and contractor. All your questions will be answered relating to how long construction will take, how to access your home, mail, etc. Once the project is completed, the city will issue a bond to pay for the improvements and then special assess those costs to each homeowner. An estimate was included in the petitions that were circulated. I would guess design and bidding should be completed by the fall of 2023 with construction starting soon thereafter. The special assessments won't be spread until 2025 or soon thereafter.

If you have any questions related to the improvements, please contact our City Engineer, Anne Stephens at astephens@belaireks.gov or questions related to special assessment financing to Finance Director, Ted Henry at thenry@belaireks.gov. I am also available for questions at tlasher@belaireks.gov.

These improvements will easily solve all the issues related to dust, street condition and drainage. I know you will be very pleased with the work which will make a positive difference for your neighborhood.

Sincerely,

Ty Lasher
City Manager

7651 East Central Park Avenue
Bel Aire, Kansas 67226
PHONE (316) 744-2451
FAX (316) [illegible]9

PAVING PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Cozy Homes Addition
Lots 1 – 9

M. K. Mosteller Addition
Lot 1, Block A

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

(a) That there be constructed pavement on **COZY DRIVE** from the north line of 37th Street North to and including cul-de-sac.

That said pavement on Summerside Place and Toben Drive between aforesaid limits be constructed for a width of twenty-six (26) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-one (31) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement being Four Hundred Sixty-Five Thousand Dollars ($465,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after May 1, 2022.

(b) That the estimated and probable cost of the foregoing improvement being Four Hundred Sixty-Five Thousand Dollars ($465,000), with the cost to be payable by the improvement district as outlined below. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after July 1, 2022.

(c) The City of Bel Aire, Kansas will pay $105,000 of the cost of drainage improvements. The land or area above described shall be constituted as an improvement district against which shall be assessed the remainder of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

Cozy Homes Addition
Lots 1 – 9

M. K. Mosteller Addition
Lot 1, Block A

Lots 1-9 Cozy Homes Addition shall each pay 1/11 of the total cost of the improvements. Lot 1, Block A, M.K. Mosteller Addition shall pay 2/11 of the total cost of improvements.

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

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the

assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

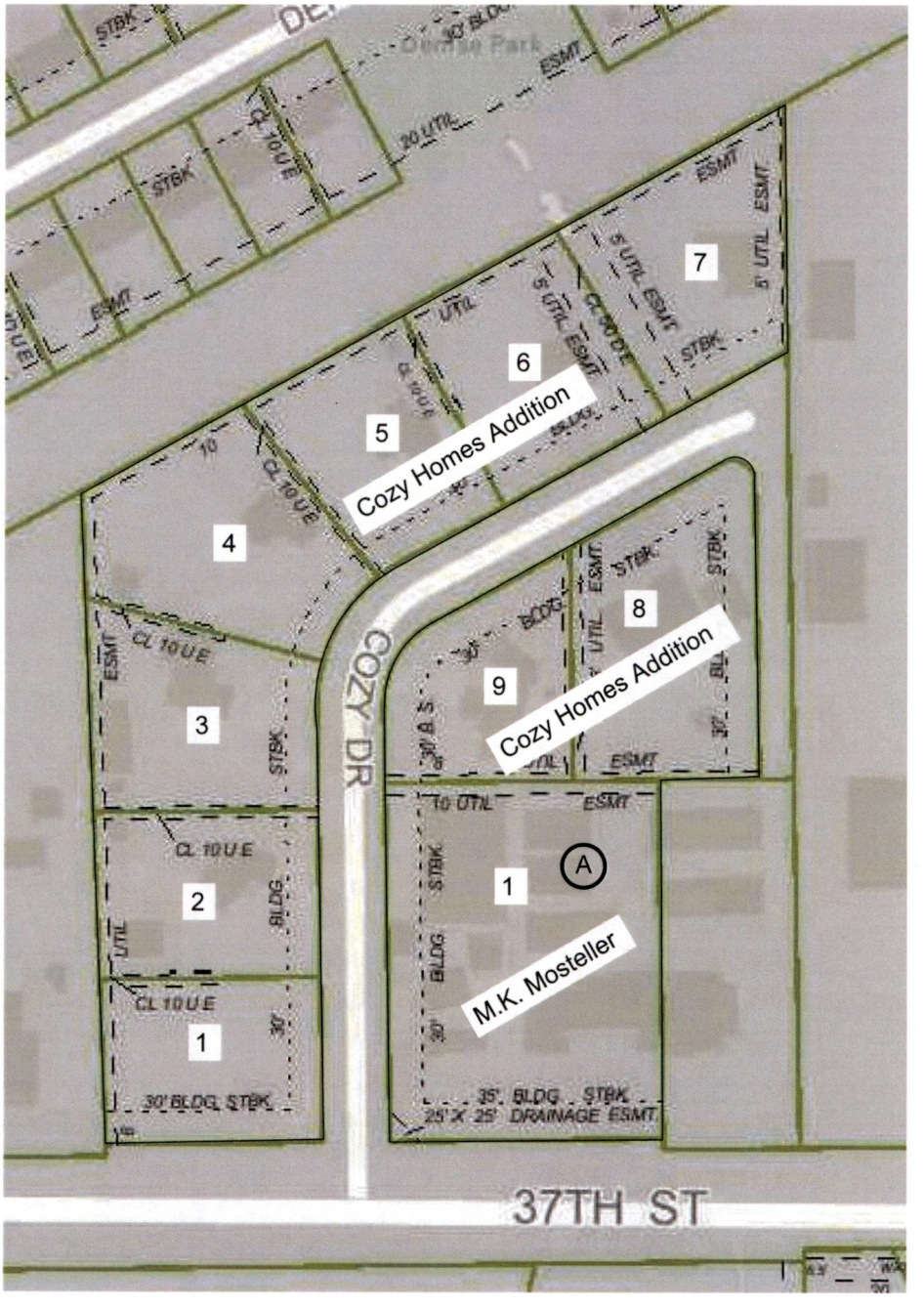
3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

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

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

(SEE INDIVIDUAL SIGNATURE SHEETS ATTACHED)

Cozy Drive
Paving Petition Exhibit



BENEFIT DISTRICT

© 2022 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDES AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

GARVER
1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

COZY DRIVE PAVING
PETITION EXHIBIT

FIGURE NUMBER

SHEET NUMBER

City of Bel Aire

STAFF REPORT

DATE: 08/31/2026

TO: Bel Aire City Council
FROM: Paula Downs
RE: PUD-26-03- Preliminary PUD Plat

STAFF COMMUNICATION

FOR MEETING OF	9/01/2026
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

PUD-26-03: Proposed Planned Unit Development (PUD) Preliminary Plat for Use and Zoning Relief for Casey's in Cedar Pass Addition

Legal Description: Lot 34, Block C, Cedar Pass Addition

General Location: NW corner of East 53rd Street and North Webb Rd.

Reasons for Request: To create a PUD to allow for a retail convenience store and vehicle fueling station and obtain zoning code relief related to setbacks, signage, and landscaping.

Notification: The City placed notification on the City of Bel Aire website as required by the City code on July 23, 2026. The affidavit of publication is in the packet. Notification by certified mail was provided to surrounding property owners on July 23, 2026.

Background:

The property was platted in July 2022 as the Rock Springs 5th Addition, currently Cedar Pass Addition.

The applicant intends on submitting a Lot Split case to create Parcel 34A and 34B. Lot splits in Bel Aire are approved administratively and will be completed prior to the issuance of a building permit.

Case History of Cedar Pass (previously Rock Springs 5th)

1. **November 8, 2021- Planning Commission Meeting**
   a. ZON-21-03- Re-Zoning from Agricultural to R-5- Garden and patio homes, townhouses and condominiums and C-1 Neighborhood Commercial Development (Rock Spring 5th). Planning Commission approved the rezoning case.
   b. ZON-21-03- Proposed Preliminary Plat of Rock Spring 5th - Planning Commission approved the preliminary plat.

2. **December 7, 2021- City Council Meeting**
    a. City Council approved Ordinance 678 changing the zoning classification from Agricultural to R-5 Garden and patio homes, townhouses and condominiums and C-1, Neighborhood Commercial Development.

3. **December 16, 2021- Planning Commission Meeting**
    a. SD-21-03- Proposed changes to the previous approved Preliminary Plat.
        i. Changes were made due to a change in ownership of the parcel directly north of the property covered in the plat.
        ii. Planning Commission found that the preliminary plat complied with all provisions and applicable regulations and laws.
        iii. Planning Commission approved the changes to the previously approved Preliminary Plat.
    b. SD-21-03- Final Plat
        i. Applicant did discuss the desire to change the name of the subdivision; however, a name was not identified at that time.
        ii. Planning Commission found that the final plat complied with all provisions and applicable regulations and laws.
        iii. Planning Commission approved the final plat.

4. **May 17, 2022- City Council Meeting**
    a. Infrastructure Petitions approved for Cedar Pass (formally Rock Springs 5th) Phase 1 and Phase 2 (housing area).
    b. Development Agreement approved by City Council.

5. **August 13, 2026- Planning Commission Meeting**

The applicant's agent stated that the staff report presented for the case reflects the relief being requested. The following relief was presented:

1. **Use:**
    A. Current Zoning District: C-1 Neighborhood Commercial Office and Retail District does not permit retail convenience stores or vehicle fueling stations.
    B. PUD-26-03 Use: C-2- Planned Unit Development Commercial Office and Retail that allows for retail convenience stores and vehicle fueling stations.

2. **Signage:**
    A. Current Sign Code: 17.9.7.C limits freestanding two-faced signs permanently fixed to the ground and supports a 45 square feet per sign face. Code does not set height parameters.
    B. PUD-26-03: Requesting 90 square feet per face not to exceed 25' in height.

3. **Landscaping - Street Trees:**
   A. Zoning Code Requirement: 18.10.5.A.1 requires street trees to be provided with an average spacing of 1 tree for every 40 feet of street frontage.
   B. PUD-26-03 requests 1 tree for every 50 feet of street frontage.

4. **Landscaping - Building Façade:**
   A. Zoning Code Requirement: 18.10.10:
      i. Landscaping adjacent to the building wall- a variety of shrubs, ornamental or shade trees are encouraged.
      ii. Landscaping provided to a minimum of 25% of the building face- building faces along service areas are excluded
      iii. Each area shall be planted with shrubs capable of reaching 3' in height covering a minimum of 75% of the length of the landscape area. A mixture of evergreen and deciduous shrubs shall be used.
      iv. Planting areas shall have a minimum width of either 6' or equivalent of 20% of the building faced height.
      v. Building façade areas shall be irrigated with bubbler irrigation systems.
      vi. Landscape areas may be placed adjacent to the building wall or adjacent to the curb.
   B. PUD-26-03 requests to waive all building façade

5. **Parking & Paving Setbacks:**
   A. Zoning Code Requirement: 18.7.11.B.3(b) requires the following parking and paving setbacks within the C-1 Neighborhood Commercial Office and Retail District:
      i. 15' from street right-of-way
      ii. 20' from property lines
   B. PUD-26-03 requests the following parking and paving setbacks:
      i. Parcel A:
         1. 0' along west property line.
         2. 5'-20' variable along the East 53rd Street North street frontage.
         3. 5' along north property line
         4. 20' along the North Webb Road street frontage (exceeds minimum)
      ii. Parcel B:
         1. 0' along west property line
         2. 5' along the south property line
         3. 0' along the north property line
         4. 20' along the North Webb Road street frontage (exceeds minimum)

The Agent stated that the use reflects the retail convenience store and vehicle fueling station for Casey's development. The sign will be installed on the corner of 53rd and Webb on a 25' high pole and the 90 square foot face allows for traffic driving 55 mph to see the information.

The Agent stated that the landscaping request for trees to be planted 1 every 50' was to establish a lower profile landscaping plan for the corner of 53rd and Webb to allow clear line of site on the corner and near the access drives. Landscaping code will be followed for all other elements. Applicants' request for building façade relief is due to foot traffic at the front of the building and parking at the entrance. Convenience stores have concrete along the face of the entrance.

Parking and Paving setbacks reflect what is needed to support the development of the site and the shared access drives on the North and West property lines.

Planning Commission reviewed the case and agreed that the retail convenience store and vehicle fueling station use was appropriate for this area.

Commissioners reviewed the request for the pylon sign to have a 90' face. The majority of Commissions had no concerns with the sign size. One Commissioner stated that the applicant would be good with a monument sign that meets the 45' face code requirement.

Commission spent a lot of time reviewing the details of the landscaping relief request and the spacing of the perimeter trees. Applicant confirmed that all other landscaping requirements would be installed as required by code. The landscaping relief on the building façade would receive full relief at the storefront area.

Commissioners discussed the request for setback relief on the west side of the property that is requested at 0'. This request relates to the common access drive off of 53rd street that is over the property line which requires the request for relief from the setbacks. Setback requests will not affect the requirement for perimeter landscaping. Commissioners did not discuss concerns about the other parking and setback relief requested.

Staff did not receive any phone calls or written communication on this case. No members of the public attended or spoke at the public hearing.

Commissioners reviewed the finding of facts (contained in the August 13, 2026, Planning Commission staff report and in the City Council agenda packet) on the case and moved to approve the use and relief sought in the PUD Preliminary Plat.

Staff recommended approval with the following conditions:

1. Revise Building and Structure Notes #4 to replace “Phase 1” with “Parcel A”.
2. Replace Lighting Notes #1 to “A comprehensive landscape plan shall be submitted prior to the issuance of building permits”.
3. Revise Parce B Permitted Uses in the Project Data and Use Group Categories section to remove the following: ….(maintaining existing C-1, Neighborhood Commercial Office and Retail District).

The Planning Commission approved the case, with conditions 4-1.

Current Discussion:

The lot is currently zoned C-1- Neighborhood Commercial Office which does not provide for convenience store and vehicle fueling stations. The PUD Preliminary Plat application was submitted to create a C-2 Planned Unit Commercial Office and Retail District that allows for that use. The property, once the PUD case is approved, will request a lot split to create two parcels, allowing Parcel B to be sold by the property owner. The requested use is in line with commercial development zoning for the intersection and suitable for the property.

The property was platted in 2022 as part of the Rock Springs 5th Addition, currently Cedar Pass addition and has remained vacant since that time.

The signage, landscape and setback relief being requested meets the spirit of the code and all other codes will be followed on the project. Relief will provide appropriate traffic flow off of Webb and 53rd and provide perimeter landscaping screening from properties to the West.

Citizen Written Comments

Staff received an email from Evan Mijares, resident of Cedar Pass with concerns about the Casey’s development. Mr. Mijares is outside the notification area but shared concerns. The following concerns were identified:

1. Difference between neighborhood-scale commercial development (current property zoning) and a gas station/convenience store with fuel pumps
2. Obstruction of sightline across the pond
3. Nighttime canopy lighting
4. Frequent vehicle traffic, including deliveries
5. Signage
6. Potential late-night or 24-hour activity
7. Noise
8. Screening

Cedar Pass is approximately 650' from the proposed Casey's development. Residents were not notified due to being outside the notification area. Staff provided the following clarity to address the concerns:

1. Caseys was rezoned for R-5 residential district and C-1 Neighborhood commercial, office, and retail in 2021- prior to homes being built in Cedar Pass. The shortest distance between the proposed Casey's and Cedar pass is 650'. Properties on the four concerns of 53rd and Webb intersection are zoned C-1 Neighborhood and M-1 Planned Unit Development-Industrial. Casey's development is in line with intersection properties zoning and uses.
2. Staff does not consider unobstructed sightlines across a property in their analysis. Cedar Pass abuts a reserve on the East. East of the reserve area are two additional lots before the proposed Casey's development.
3. The development will be required to follow code that is designed to mitigate light pollution. Staff determined that the distance of approximately 650' is adequate to absorb the lighting between Casey's and Cedar Pass. As a result, no meaningful impact will affect Cedar Pass.
4. 53rd and Webb road are both well-traveled roads due to surrounding activities and property uses. Webb road is a main arterial four-lane road designed to carry high traffic loads. No streets in Cedar Pass will be a pathway to access the Casey's. Vehicles accessing Casey's will be on 53rd and Webb.
5. Signage will be installed on the corner of 53rd and Webb. Signage installation and lighting will follow code. Casey's is seeking relief from the code to install a 90' face sign vs. a 45' sign set by code. Lighting will follow code designed to mitigate the effects of surrounding property.
6. 24-hour activity- Casey's did not provide information on hours of operation. Code does not prohibit 24-hour activity.
7. Due to the distance, Cedar Pass will not be meaningfully impacted by noise of activity at Casey's.
8. Casey's will be required to follow landscape screening codes around the perimeter of the property. Casey's building will face Webb Road. Caseys asked for relief from landscaping required at the façade of the building and to plant trees 1 every 50' foot in lieu of 1 every 40'. Casey's abuts C-1 zoned property and landscaping will be required per code for that condition.

Recommendations of Professional Planning Staff

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

MINUTES
PLANNING COMMISSION
7651 E. Central Park Ave, Bel Aire, KS
August 13, 2026, 6:30 PM

City of Bel Aire

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

II. Roll Call

Secretary stated that there is a correction to the published packet. The packet contained an inaccurate roll call list, and the correct list of commissioners have been updated and appear correctly on the agenda that was provided to the Commission. Roll call should be, Phillip Jordan, Derek Faber, Paul Matzek, Dee Roths, Brian Mackey, John Sutherland and Kent Koehler. Brian Stuart should not be included.

Chairman Phillip Jordan, and Commissioners Dee Roths, Brian Mackey, John Sutherland and Kent Koehler were present in person.

Vice-Chairman Deryk Faber and Commissioner Paul Matzek were absent.

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

III. Pledge of Allegiance to the American Flag

Chairman Phillip Jordan led the pledge of allegiance.

IV. Consent Agenda

A. **Approval of Minutes from Previous Meeting.**

Motion: Commissioner Roths moved to approve the minutes of the July 9, 2026, meeting**.** Chairman Jordan seconded the motion. ***Motion carried 3-0.***

Chairman Jordan, and Commissioners Roths and Sutherland approved the meeting minutes.

Commissioner Mackey abstained because he was not in attendance at the July 9, 2026, meeting.

Commissioner Koehler abstained because he was not an appointed Commissioner on July 9 and did not attend the meeting.

DRAFT

V. Announcements:

A. There will be a Board of Zoning Appeals meeting following the adjournment of the Planning Commission meeting.

Secretary stated that the agenda does not have any business items; however, meeting minutes need to be approved.

B. Zoning Code Updates- Workshop #2 will be on Tuesday, September 8, 2026, in the Community Room. All workshops will appear on the regularly scheduled City Council Workshop dates- the second Tuesday of each month.

Secretary stated that the September 8 workshop will be in the community room and will be a joint discussion between Planning Commission and the City Council.

Commission Sutherland asked a question about the order of business and agenda items as outlined in the Bylaws. Commissioner Sutherland stated that there are announcements and then there's old and new business and from his understanding old and new business is the place where commissioners could have the opportunity to bring up items such as what they've read, what they found, and what they've seen in that area. Commissioner Sutherland stated that “we” (the Commission) really need to stick to the Bylaws. Commissioner Sutherland stated that this was discussed at a meeting with Maria, Ted and the Mayor and the Mayor said that “yeah we need to do that” (add this item to the agenda).

Chairman Jordan asked what the purpose of the old and new business is really for. Secretary provided insight on the order of business related to “old and new business” when the Bylaws were developed. The Secretary also acknowledged that she was not present at the meeting referenced by Commissioner Sutherland. The order of business (section of the Bylaws) lists the elements that are designed to appear on the agenda document. It lists; call to order, roll call, pledge of allegiance, consent agenda, announcements, old and new business, approval of the next Planning Commission date, current events and adjournment as the main topics. Old and new business is the Planning Commission Business (as referenced on the agenda) which are the cases that come before the Commission and old business would be if the Commission tabled a case and it was coming back. Secretary stated that currently the Bylaws don’t have an item that provides for an open discussion. This could be (added) in the bylaws for a section to add to be added to the Planning Commission agenda for topics for future discussion. This is what the City Council has in their bylaws and rules. The Commission would need to talk about it and put it on the agenda to discuss. Secretary stated that putting things on the agenda allows for the public to be notified that we will be discussing it because there is a possibility that whatever gets discussed could be before the Commission. Tonight the Commission will have an agenda item to discuss the City of Goddard’s Resolution. This item was requested to be put on the agenda so we put it on the agenda and provided the background information so the discussion (of the case) happens on the record and the public that's interested in hearing that discussion can attend the meeting. The only difference between the Bylaws (language) and what is on the agenda is that instead of saying Planning Commission Old and New Business it just says Planning Commission Business.

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Chairman Jordan confirmed he understood the old and new business is the new business and he gets that. The Chairman asked the City Attorney whether or not it is ok to call it Planning Commission Business (as on the agenda).

Commissioner Sutherland clarified the City Council has an opportunity for each council person to bring up a short, no real discussion, no voting for sure, (topics) of what they have seen, what they did, or what meetings they attended. It's just to plant a seed for people to think about what we need to do in the future and maybe that brings forward that we (Commission) want to add that. When a topic, whatever it may be- planting trees in your home or painting your house or whatever it may be- then a Commissioner brings it up and says they learned about this, talked about this, or heard about this and asks the Commission if they want to talk about it. If two or three commissioners agrees then it goes on the next agenda.

Commissioner Mackey stated that there is a big difference. The City Council is the decision making body and the Commission is not. The Commission is a code enforcement body who makes recommendations to the City Council and the Commission's role is significantly different. As a result, Commissioner Mackey was unsure if an open discussion that the rest of the residents weren't privy to before the meeting to know whether or not they want to come here but I'm not sure that would be appropriate for our role.

Commissioner Sutherland stated that the Commission was doing that right now and Commissioner Mackey agreed but it was because he (Commissioner Sutherland) brought it up. Commissioner Sutherland stated that just because the Commissioner has never done it- the Commission lives and breathes the zoning and planning. The Commission makes recommendations, accept on Board of Zoning Appeals that are quasi-judicial. On planning and zoning we make recommendations. Commissioner Sutherland asked how the Commission would ever find out what happened in another City.

Commissioner Mackey stated that very simply the Commission would ask. Commissioner Mackey stated that he saw an article about Goddard and sent it to the Secretary and didn't tell anybody else (on the Commission) because of the open meetings act. Commissioner Mackey suggested that this item be brought to the Commission for discussion and put it on the agenda so that the public can come and listen.

Commissioner Sutherland confirmed that is why he asked for the agenda item last time (Goddard agenda item). Commissioner Sutherland stated that the Commission meets 12 times a year and should make wise use of the time. Don't want to get to meeting 8 and figure out that something should have been discussed earlier. When something has to do with zoning the

Commission is behind the eight ball and not thinking ahead. Commissioner Sutherland reviewed agendas and they include what staff brings to the Commission. Commissioner Sutherland feels the Commission should be proactive by gathering information and seeing what's going on. Commissioner Sutherland previously asked if he could talk about it (Goddard information) and staff told him it has to be put on the agenda, so he requested that it be added which has taken two months. Commissioner Sutherland stated that the Commission has a whole lot of things to talk about.

Chairman Jordan shared with Commissioner Sutherland that if he is thinking about things ahead of time about Derby or Goddard or whatever, that he call or email the Secretary and ask that it be placed on the agenda. Chairman Jordan asked if the Commission has to decide what's on the agenda.

Secretary said that typically this topic (adding a discussion item to agenda) would be appropriate to think about as changes to the Bylaws are being discussed. The Bylaws governs the way the Commission meets and how they do business. Currently, the agenda does not include future business. When a Commissioner sends the Secretary an email about adding an agenda item, I will bring it back to the Commission although I don't know if it something that other Commissioners want to discuss. I am the staff assigned to the Commission and act as a bridge between the City and the Commission. The (Goddard) item was on the agenda because the Commission agreed that it should be placed on the agenda.

Commissioner Roths was concerned that the discussion was verging on the open meeting act. She was concerned that if the Commission was discussing, for example, something about painting a house and the next door neighbor gets wind of it, they are going to say something. Commissioner Roths stated that the Bylaws should be looked at and that the issue (adding a discussion item to agenda) be discussed at the upcoming meeting.

Secretary stated that she has a request from Commissioner Faber, who has submitted some ideas for the bylaws, to have a discussion in September. Secretary will share that information later in the agenda for Commission to discuss adding to the agenda. Secretary confirmed that the Bylaws can be discussed during future meetings until they are updated according to what the Commission wants.

Commissioner Koehler agreed with Commissioner Roths about how to address it (the discussion agenda item) and that's when we deal with it. Commissioner Koehler asked if the Commission receives a proposed agenda so the Commission can add items.

Secretary stated that the agenda is sent out the week before the meeting when it's published, but no proposed agenda it provided. Secretary does provide agenda information in the announcement section and upcoming agenda items section in the agenda (if items are known). Chairman Jordan stated that agenda items should be Commission approved and should be related to planning. Commission should not be wasting the Commission's time talking about anything not planning oriented. Secretary agreed and stated that the Commission should be talking about issues during the meeting and asking for items to be placed on the next agenda.

Chairman Jordan asked if an individual Commissioner emailed the Secretary with agenda item requests if violate the open meetings act if the Secretary emailed everyone individually asking them if they are in favor of the item being placed on the agenda by responding yay or nay. Commissioners would respond back individually to the Secretary. Secretary stated she would evaluate the question and respond back to the Commission.

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VI. Planning Commission Business

A. PUD-26-03- Casey's in Cedar Pass Addition Planned Unit Development (PUD) Preliminary Plat

Chairman Jordan called item 6. A. on the agenda which is a public hearing on case number PUD-26-03. The subject property is generally located at the Northwest corner of East 53rd street and North Webb road. We'd like to welcome everyone interested in this hearing and layout few ground rules.

1. It is as important that you present any facts or views you have as evidence so that an informed decision can be made by the Planning Commission to the Governing Body for their final decision.
2. By state statute the governing body does not have to hold another public hearing on the matter although they may listen to whomever they wish. You will be asked if there is any new information which was not heard at this meeting. It is to everyone's advantage if you present all the necessary information at this hearing.
3. After city staff provide the Commission with background information I will call upon the applicant. Public comments will be heard following the applicant. Once all have been heard, the applicant will have an opportunity for final comments.
4. The Planning Commission will close the hearing to public comments and will then consider the Golden Factors and any other factors on which to base their recommendation. During this time, the Commission may direct questions to the applicant, public and/or city staff.
5. Anyone wishing to speak must be recognized by the Chairperson and give their name and address. Please use the podium and speak clearly so that your comments can be recorded for inclusion in our minutes.

Chairman Jordan said before we proceed with the hearing does anyone on the Commission intend to disqualify themselves from participating in this case because they or a relative own property in the area of notification or have conflicts of interest. If no say no, if yes say yes. All right let the record show that all 5 commissioners that were present answered no.

Chairman Jordan said that official notice for this hearing was published in the official city newspaper, which is the City of Bel Aire municipal website, on July 23, 2026. Notices were mailed to the applicant and real property owners of record in the area of notification on July 23, 2026. The record shows that at least 20 days have elapsed between the publication and mailing dates and today's hearing date. Unless there is evidence to the contrary from anyone present I will declare that proper notification has been given.

Chairman Jordan asked has anyone on the Commission received any ex parte verbal or written communications prior to this agenda item. Let the record show that all commissioners responded with no.

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

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Secretary shared that the staff report that sets out the relief being requested. The relief being requested are; use, signage, landscaping related to trees, landscaping of the building façade and paving setbacks. Staff's report also list responses to the Golden Factors based on the analysis of the Comprehensive Plan and codes. Included are the zoning of the surrounding property, which are largely C-1 Neighborhood Commercial Office and Retail and M-1 Industrial across the street to the East. Subject property is currently zoned C-1 and because of the PUD case that zoning will move to C-2 PUD because the case will create a custom zoning district. The case asks for C-1 uses in addition to convenience store and vehicle fueling station. The Secretary stated that the use and associated zoning relief is not expected to detrimentally affect nearby property. Subject property was platted in July of 2022, and it's been vacant since that time. It was zoned C-1 via ordinance in 2021. PUD and the zoning relief do not pose a threat to adjacent properties and the hardship imposed on the applicant statement is that the disapproval of the case will just create a hardship for the applicant's development of the subject property. Secretary clarified that that statement means that if the Commission doesn't approve the case the applicant will not be able to build. Secretary confirmed that the case conforms with the Comprehensive Plan and does not conflict with the future land use map. The development fits the zoning district and uses listed in the Comprehensive Plan. Property falls is compatible with zoning in the area. Secretary stated that the subject property will have no negative impact on community facilities public infrastructure or utilities. Secretary did not receive any phone calls or written communication on this case. Staff recommends approval of the application with conditions listed in the staff report. The Secretary stated that the applicant is intending to file a lot split for the property along the north and east side and the structure will be close to the corner (53rd and Webb). Applicant will submit a comprehensive landscape plan as part of the building permit process.

Chairman Jordan called upon the applicant to make his/her presentation on the request and any response to the city staff report.

Applicant, Jeff Laubach, Topeka Kansas, the civil engineer for SBB Engineering. Applicant stated they want to rezone to the zone that will allow a store and fuel sales.

Commission Mackey stated he wasn't clear why the applicant was splitting the lot. Applicant said that the property was platted in 2022 and Casey's doesn't want to buy the entire lot. Typically purchase prices are based on per square foot basis. The remainder of the lot will allow it to be marketed and sold by the owner.

Commissioner Roths asked why Casey's was asking to waive all of the building landscaping. Applicant stated they would rather put landscaping around the perimeter (of the property). Applicant doesn't want to bushes near the building because of the maintenance and the foot traffic and trash at the front of the store. Commissioner Roths asked about landscaping because there is a pond behind the lot to the West and then houses on the other side of that. Commissioner Roths wanted to know if applicant had `thought about landscaping there. Applicant confirmed that there is landscaping there (around the perimeter) there just wouldn't be landscaping in front of the building.

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Secretary stated that there is a map in the packet that is outlined in red. It shows that there are two lots and reserve between the subject property and the housing development. The building façade (faces Webb) and there won't be landscaping in front of the building.

Commissioner Roths stated that there should be some kind of break between this (subject property) and the people that live to the West so that they don't look at whatever is at the back of Casey's all the time. Applicant said that Casey's is set back from the rear property line leaving another lot and a reserve between Casey's at the homes. Secretary confirmed that there are lots and the reserve and then the housing area. She confirmed that Casey's is not asking for perimeter screening landscaping to be waived they're asking for relief from the building façade (landscaping) at the front of the building or main entrance.

Chairman Jordan asked about the 1 tree per 50 feet request. Secretary stated that the applicant is requesting to plant less tree by separating them 50' apart vs. 40' apart as code requires. Chairman Jordan asked if the additional distance is to give each tree more space to grow bigger and better. Applicant stated that Casey 's likes to keep the corner (of the property) more open and put more shrubs in where the sign is. So, if you take the street frontage and take it divided by 40 then you got to create more trees in a shorter distance where they're trying to open up the corner so that people can see the prices (on the sign).

Chairman Jordan asked the applicant how many feet roughly, would the trees back from the corner where the sign is. Applicant stated normally 50' to 75' feet, so there will be more trees that are spaced a little closer together as go to the north and the West.

Commissioner Sutherland stated that our current code allows for 45 square feet of sign face per face and asked applicant why they need 90' of sign face. Applicant stated that they are doing a pylon sign that is 25' tall so to make it visible from the street the sign will have an 81' sign face. Commissioner Sutherland stated that they could get by with a smaller size. Applicant said they would go with a monument sign if the square footage of the sign was reduced by the Commission. Commissioner Sutherland stated that a couple things reason to bring that up it happens day in day out across the country and second lighting pollution is a big issue for some commissioners me (Commissioner Sutherland) included. And when you put a 9 x 9 sign up it's a lot larger light source than the 45' sign size (in our code) that I (Commissioner Sutherland) see it as sufficient. Commissioner Sutherland stated that he was in Casey's business and had to change signs to meet sign codes all over the country. Commissioner Sutherland asked if it (the change in sign size) is a deal breaker. Applicant stated he would have to ask Casey's.

Commissioner Sutherland asked where applicant was going to put beside the tree in that 50'. Applicant said there will be shrubs per the landscaping plan but the prepared landscaping plan but it was not required for the PUD case to be included.

Commissioner Sutherland stated a PUD is being created on one side and on the other side the Commission is looking at a "bunch of variances" on the other side- both happening at the same time. The Secretary confirmed that the PUD is asking for relief in the specific areas included in

the packet. Secretary confirmed that in the absence of asking for requesting specific relief the applicant is required to follow the codes. In the current case, the applicant is only asking for relief on the planting distance of trees. The landscape plan will be reviewed at the time of building permit to ensure compliance with code.

Commissioner Sutherland asked for clarification on the paving parking and paving setbacks and an explanation for those. Applicant stated that there are shared drives and access easements and based on the code the distance from property lines wouldn't be allowed because the drive is crossing property lines. So, where drives cross the property lines that technically wouldn't be allowed. The drive is coming off between the two lots, so the lot line splits the access opening which violates the parking setback in the code. Commissioner Sutherland asked the applicant if this was a problem with the code and he confirmed yes.

Commissioner Sutherland observed a 20' to 25' variable along east 53rd street north street frontage. It looks like a driveway 20' from the right of way- is that correct? Applicant stated that on a portion of Webb it is greater than 20 feet. On 53rd street it does get tight, but there is a lot of right of way in that area. Applicant said there roughly 20' on the west end and then it narrows down to 5' for a short distance. At the intersection there is more grass area where the sign is. Commissioner Sutherland asked that if the 5' area is where there is proposed curbing and applicant confirmed yes. Commissioner Sutherland asked why the whole store couldn't be moved north and applicant said that they would be taking away from the parcel on the north which is getting smaller and harder to develop for the seller.

Commissioner Sutherland asked what would be behind the store and the applicant said it would be green space. Commissioner Sutherland said that that is where he would like to see more trees and stuff to block the back of the gas station C store. That area can be ugly, and you need a lot of screening in that area.

Chairman Jordan stated that he would like to see a landscaping plan so when reviewing the relief request he could see what other landscaping may be going in between the spacing of the trees. Relief from tree frequency and distance is just words and there is nothing to go along with that. Secretary confirmed that the Chairman really wants to know what the rest of the landscape code was provided to the Commission. Moving forward additional language for clarification, but the current relief is to expand the distance of the trees by 10' and the other landscaping requirements will be met. Secretary confirmed that Bel Aire has extensive landscaping requirements that many other cities do not. The applicant is not required to submit a full landscaping plan except at building permit time. That doesn't mean we can't provide a sheet because they're not asking for relief from any other codes. The applicant is required to have perimeter screening. The only relief being requested is the distance of the trees and the façade landscaping, which typically is not found at the main entrance of a convenience store.

Chairman Jordan said he didn't have an issue with the 50' (distance of trees) because for the roots and dripline it is a good thing.

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Commissioner Roths wanted to talk about landscaping perimeter to understand how it would look for the houses. Commissioner Mackey had the same concern for the person who owns a house west of the Casey's what they would see. Secretary pointed to the map and said that there are several lots between the back of Casey's and the houses. The housing area and Casey's would have screening. The other lots around Casey's would also have landscaping requirements.

Commissioner Sutherland asked why the lot split is not being done now and the applicant said they were waiting to see what came out of the PUD case.

Commissioner Sutherland asked applicant that if the Commission made them move the whole building 25 feet northwest if they would be able to do the lot split and the applicant stated, "probably not".

Commissioner Sutherland stated that in the PUD the applicant is requesting along the west property line of parcel to have zero parking and paving setbacks which means there is no area between whatever goes in on lot B in the future. What is developed on parcel B they can put parking straight up to the street there's no green space along the edge of that. Applicant stated that along the West side that's going to be the shared drive off of 53rd street so the lot line is going to go up that shared drive. Chairman Jordan stated the concrete completely encompasses the property line- up to, over and continuing past the property line.

Commissioner Sutherland asked if lot B could pave up to the drive and not put in any green space or shrubs. Applicant responded that lot B would also have landscape requirements and buffers, etc. it's just that they are going to have a shared property line in that drive. Commissioner Sutherland believed the note is confusing and needs to be rewritten because the zero lot line along the west property line of parcel B means that they can do whatever they want up to that lot line.

Chairman Jordan clarified that the dashed line shows the common drive and applicant confirmed there would still be landscaping required in the rear yards. Commissioner Sutherland believes this is in conflict with the code. Chairman Jordan stated that the applicant is not asking to alleviate the landscaping, they are just asking to put a concrete driveway over the property line by asking for a zero lot line setback.

Applicant confirmed that they are not asking for landscaping relief and there will still be rear yard landscaping requirements installed.

Commissioner Sutherland referenced something across the street from this case (no additional specifics- but Commissioner Sutherland held up a piece of paper in reference). He stated that the other property submitted a landscape plan and there is not one tree on that entire building and the Commissioner had a meeting a couple months ago and it still didn't get resolved.

Commissioner Sutherland asked if this PUD case was changing the use and Secretary said yes. Commissioner Sutherland stated the applicant was also asking for relief from our zoning code.

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Commissioner Sutherland asked about item 6 (staff report)- relative gain to public health safety and welfare as compared to the loss in value or hardship imposed on the applicant. Staff report said the PUD use and zoning relief do not pose a threat to adjacent properties and disapproval of this case will create a hardship for the applicant's development of the subject property. Commissioner Sutherland stated that this statement could be added to every case. Secretary confirmed that statement as a hardship to the applicant and the statement is not instructing the Commission to approve or not approve the case.

Commissioner Sutherland asked if everything in the PUD isn't approve would Casey's not build and the applicant responded "potentially".

Chairman Jordan moved on to public comments. Chairman Jordan welcomed everyone interested in this agenda item to come up to the podium and give your name and address. Please limit your comments to 5 minutes. Chairman Jordan stated that there is nobody in the audience so we will move on to written communications. Chairman Jordan asked if any written communications been received by the Commission. Chairman Jordan said let the record show that all Commissioners said no. Secretary stated that staff has also not received any written communications.

Chairman Jordan asked if the applicant has any further responses to the public comment and the applicant said no. Chairman Jordan asked if there were any questions for the applicant from Commissioners or City staff.

Chairman Jordan stated hearing no further comments, he hereby closed the public portion of the hearing and said there will be no further public comments unless the Commission wishes to ask questions to clarify information.

Chairman Jordan said that the Planning Commission will now deliberate the request. There are Golden Factors and any other factors brough forward tonight which the Commission must consider in order to make findings, and ultimately a recommendation.

Secretary stated that she received an e-mail from Vice-Chairman Faber who was unable to attend the meeting. Vice-Chairman Faber asked staff to confirm on the record that the application fee had been received, and the Secretary confirmed it had been. Vice-Chairman Faber requested that in Condition 2 that it be reworded so both a photometric plan and a landscape plan are required prior to building permit which the Secretary confirmed would be required and evaluated before the building permit is issued. Secretary stated the reason why condition 2 is listed is because the text appeared on the PUD drawing, but both plans have to be submitted. Vice-Chairman asked whether any landscape buffer will be required along the West and north property lines where setbacks dropped from 20 feet to zero next to the R 5 development and the Secretary confirmed the landscape code requires this except for what is being asked for relief. Secretary confirmed that the applicant is not asking for relief on any of the perimeter landscaping. Vice-Chairman Faber asked out removing the C-1 language from

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Parcel B under condition 3, goes beyond the scope of the July 23rd published notice. The Secretary stated that the C-2 zoning district is required because this is a PUD case and the case will include C-1 uses in addition to the requested use (convenience store and gas station). Vice-Chairman asked if Rural Water District Number 1 was consulted about the underground fuel storage tanks and access reviewed at 53rd and Webb and the Secretary confirmed that the rural water district was provided formal notification, but staff received no comment back. Secretary confirmed that when construction plans are developed for the building permit application the underground storage tanks must follow building codes.

Commissioner Roths asked if rural water would be providing water and staff responded that water would be provided by the City of Wichita. Commissioner Roths stated that this (the project) will be a nice addition and she is very pleased to see this happen. Commissioner Mackey agreed and thinks it fits in well with the comprehensive plan and getting more businesses in the area. Many residents will have access to a gas station in that location. Commissioner Koehler agreed and stated that Casey's is a pretty decent neighbor to have. Commissioner Koehler agreed that the requests (in the PUD) are reasonable.

Chairman Jordan agreed with the other Commissioners. Chairman Jordan stated that it's a good use and is a good neighbor to the surrounding zonings. For those reasons, Chairman Jordan agreed with in this case and all the golden factor information in the staff report. Chairman Jordan did not disagree with any of the information set out in the golden factors in the staff report.

Commissioner Sutherland stated that he didn't have any problem with the PUD changing the use to C-2 and thought it's a great thing to do. Commissioner Sutherland feels the sign is too big for the area. Commissioner Sutherland said he believed a landscape plan was needed.

Commission Sutherland stated that there is a plan (he held up a piece of paper as a reference-reference is unknown) and whoever is supposed to enforce it isn't. If the plan says it will have trees and the building is built and for sale and doesn't have trees. Commissioner Sutherland believes the landscaping plan should be reviewed and approved by Commission and the next step is enforcement. Commissioner Sutherland thins that anytime the Commission is asked for variance relief from landscaping there should be a plan to say what will be done and what's not going to be done.

Commissioner Sutherland reiterated the hardship statement (in the staff report) that it could be included on every request, and he wants it to be a little bit better by having some definition or some meat behind that. Commissioner Sutherland did not agree with the staff analysis of this. Chairman Jordan confirmed that the Commission does have the right to not agree.

Commissioner Sutherland made the motion to approve PUD-26-03 to change from a C-1 neighborhood commercial office and retail district to a C-2 planned unit development commercial office and retail that allows for retail convenience stores and fueling stations. Until such time that we can get a landscape plan for the entire facility and then that's all.

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Chairman Jordan stated that he didn't disagree with the fact that it would be nice (to have a landscape plan), but then he realized they're (Casey's) not asking for anything to be excused or relieved and the landscaping plan is already per code other than the spacing of the trees. Since that's the only thing they're (Casey's) asking relief on, he didn't know that it was necessary to have a landscape plan to approve the case.

Commissioner Sutherland stated they are asking for several items including the building façade landscaping. Commissioner Sutherland said that if that landscaping (building faced) is being taken away then the landscaping should go somewhere else. Commissioner Sutherland doesn't think the city should be in the habit of just giving up stuff.

Chairman Jordan asked if Commissioner Sutherland was going to mention something in his motion about the sign size. Commissioner Sutherland made a motion to approve PUD-26-03 use change from C-1 neighborhood commercial office and retail district to C-2 planned unit development commercial office and retail, with the caveat that they (applicant) meet the 45' square sign and they submit a landscaping plan before we approve any of the other exceptions.

Commissioner Mackey stated that this isn't a motion to approve but sounds like a motion to table by asking the applicant to come back with information. City Attorney confirmed that this is a motion with a condition and would need a second. Commissioner Sutherland stated he agrees with the change the current zoning, but he couldn't agree with any of the relief requests until there is a landscape plan. Commissioner Roths asked if the Commission was voting on what it says- a motion to approve the PUD?

City Attorney stated that Commissioner Sutherland made a motion and wanted to add a condition. If there is a second, there could be a discussion or vote. If there is not a second it would die. Commissioner Koehler confirmed that without a second the motion dies for lack of a second.

Chairman Jordan commented that when you have a 45' sign face in the air 25' it would be pretty small. Commissioner Koehler added that in addition traffic is going 55 mph. Commissioner Koehler stated that the Commission should not be discussing anything right because once you have a motion you have to have a second before discussion can occur.

Chairman Jordan asked if there was a second to Commissioner Sutherland's motion. Chairman Jordan confirmed there is no second and the motion dies.

Chairman Jordan commented that the sign size is an appropriate size for 25 foot in the air and going by fast (traffic). Commissioner Sutherland stated that a monument sign is at eye level and much better sign for a driving going 55 mph and they don't have to look up. Commissioner Sutherland stated the applicant said they might consider going with a monument sign and applicant said yes.

City Attorney stated that instead of going back to the applicant it might time for a motion.

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Commissioner Koehler moved to approve PUD-26-03 as requested by the applicant. Commissioner Roths seconded the motion. Chairman Jordan acknowledged the motion and second and called and asked if there is any discussion

Commissioner Mackey concurred with Chairman Jordan's thoughts on the sign. Commissioner Mackey said, in most cases, multiple gas prices listed on the sign and driving 55 miles an hour you can see them farther away half the time to read them while you're trying to deal with traffic. Commissioner Mackey was fine with the signage. Commissioner Roths and Chairman Jordan agreed.

Chairman Jordan asked for any other discussion and hearing none called for a vote. Motion passed 4-1 with the dissenting vote from Commissioner Sutherland.

Secretary asked if there are any specific items they wanted to point out related to the golden factors and Chairman Jordan confirmed he agreed with all of them.

Chairman Jordan stated the case will be forwarded to the Governing Body with the Planning Commission 's recommendation and a written summary of the hearing for consideration. Protest petitions against the case may be received by the city clerk 14 days after tonight, Thursday August 27th, 2026, at 4:30 PM. If there are properly signed protest petitions with accurate legal descriptions from the owners of record of 20% or more of the total real property owners within the official area of notification, both inside and outside of the city and not counting the public street right of ways or specific statutorily excluded property, then such a change shall not be passed except by a three-fourths vote of all the members of City Council.

Commissioner Sutherland stated why he voted not to approve. Number 4 (on the staff report)- extent to which removal of these restrictions will detrimentally affect nearby property. Commissioner Sutherland felt the Commission was beginning to set a new precedence by not getting a good landscaping plan before we approve a bunch of variances. Number 6 (on the staff report)- the disapproval of this case will create a hardship for the applicants' development of the subject property. Commissioner Sutherland disagrees that a few minor changes should not cause a hardship and that once again is a bad precedence.

Chairman Jordan asked if a landscape plan was a requirement for the application and the Secretary stated no. Chairman Jordan stated that if that is needed then the code would need to change.

Motion: Commissioner Koehler moved to approve PUD-26-03 as requested by the applicant. Commissioner Roths seconded the motion. ***Motion carries 4-1.***

Commissioner Sutherland was the dissenting vote.

B. Annexation Process- Maria Shrock, City Attorney

Chairman Jordan called item 6.B- Annexation Process. Secretary stated that this item was delayed because various commissioners were not in attendance. It was previously requested that Commissioner Roths and Commissioner Matzek be in attendance, however, Commissioner Matzek is absent. Secretary asked if the item should be moved to the commission meeting or if they wanted the presentation tonight. Commissioners agreed to move it to the next meeting.

Action: No action required; for discussion only

C. City of Goddard- Resolution for Duplexes and Twin Homes

Commissioner Roths stated the information was very interesting to read and is key information that helps the Commission understand what we will be doing as far as zoning in the future. Commissioner Roths said that once the Commission gets into the actual zoning that's when this (article in packet on this item) will become important. Commissioner Roths recommend that the Commission put it away, file it, save it for the future and that we not beat it to death right now.

Secretary confirmed that the next workshop is September 8th and the zoning district and uses will be presented since that (information) is the foundation that sets everything else.

Commissioner Sutherland said he thinks it (the information) is good, urgent and would be a good topic for the Commission to meet with PEC on without the City Council there- not to exclude. Commissioner Sutherland thought it is really important to think about for here (Bel Aire) of what Goddard has done. Commissioner Sutherland wanted a workshop with PEC and not bring it up during the meeting on the 8th because it might get lost in the shuffle.

City Manager responded that the City Council would need to be part of this discussion if we were to recommend this type of regulation on duplexes. City Attorney confirmed because they (governing body) will ultimately be making the decision. City Manager said it makes more sense to include the City Council, but stated that he would ask PEC what they think of that process because they are leading the process, but the City Manager was happy to inquire with PEC (about the workshop/process).

Commissioner Mackey said that based on what was said on Tuesday, they (PEC) said we would be talking about rocks (big items) first and then pebbles (medium things) and then sand (other required information). Commissioner Mackey didn't think this should be at the next workshop because the big rocks will be talked about first.

Secretary stated that there is also SB418, a new state law, that needs to be talked about related to the definition of single family homes including duplexes. Staff is reviewing this and determining how to interpret because there are other codes that may be affected. Also, another City may have different interpretations of what can be done under the new law, and we are trying to make an interpretation that's appropriate for the organization and understand

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what the risk of what it one interpretation over another is. What Goddard has done is a good discussion point we just need to make sure that however this new law is interpreted that we are figuring out what our risk is related to whatever that interpretation is.

Commissioner Mackey stated that he didn't think it was probably not appropriate for the next meeting with what PC got laid out of their item, but it is also the number one concern. Commissioner Mackey this might be one where a special session just on this and we probably want the City Council there. As Maria just talked about, we (organization) could be on thin ice very quickly with the state. We (organization) need to be very careful about creative ways to address the real issues without getting ourselves into legal issues so that whatever we put in a code ultimately would stand up if it was ever challenged. Commissioner Mackey thinks that Goddard may find themselves in trouble with what they've done and that it's a big enough issue that it probably deserves a separate session.

Commissioner Koehler likes the idea of having a session specific to this and agreed that it would need to include the City Council because they're going to have the same session anyway. Commissioner Koehler wanted everyone to hear the same thing and hear our (Commission) discussion, thoughts and input. Rather than trying to read it and or in a workshop so they (Council) know what our (Commission) thoughts are and we (Commission) hear what they (Council) are thinking. There will also be more input on what the statutes allow and disallow.

Chairman Jordan stated that the statutes have a lot to do with just expediting the processes and he believes there is a lot of reading into trying to not exclude certain types of housing. Chairman Jordan think it's (the law) about primarily about expediting housing and it's not about being sensitive about exclusions. Chairman Jordan stated that there are at least four workshops scheduled and he didn't support having one for the Commission because it needs to be the Commission and the City Council for efficiency.

Commissioner Sutherland said that this (what Goddard did) is the Commission's rocks and it's not the City Council 's rocks and the Commission needs to fully understand and meeting with PEC is a good way to do that. Commissioner Sutherland stated that the other night (City Council Workshop) that the mayor, rightfully so, is worried about time. Sometimes if an item is important enough, you've got to spend the time to do it and that's where we have our rock meeting on this. The Commission can go over the new law, which is to speed it up (the process) and it limits the number of acres it can be done on. Commissioner Sutherland said you can't take a thirty acre plot and do them all in that, that's not what the bill says. Commissioner Sutherland said that is why he's asking for that (workshop with PEC) so the Commission can have time to interact with PEC and ask questions. Commissioner Sutherland said that he didn't get the feeling that City Council wants to deal with the Commission's rocks- they want to deal with their rocks.

Commissioner Mackey said he thought the City Council hears these complaints. City Manager responded to about the schedule (during the Workshop) and said that a budget has to be passed at the end of September so the zoning code updates where behind that item, since it was an introductory workshop. City Manager confirmed that the next 3 workshops will probably not have another agenda item to allow for discussion. Commissioner Koehler stated this is a big item, and a focused meeting would be needed.

Commissioner Sutherland stated that this is the Commission's rock and the Commission is the foundation "folks" and here to advise City Council on what they should do. In this case, the Commission has to fully understand it is better. The other night (City Council Workshop) it was brought up as a perception problem. Commissioner Sutherland stated that from 2021 to 2025 there were 330 duplexes built and 303 single family homes- 52% of the homes built in Bel Aire from 2021 to 2025 were duplexes- that is not a perception. Commissioner Mackey agreed that this is rocks for the Commission.

Commissioner Sutherland said this is a foundation that has to be right because we're going to get one chance. Commissioner Sutherland said that comparing what Goddard did and the law there are about eight points and Goddard touches on every one of them. Goddard limits no more than 40% of a development can be duplexes and so they are ahead of the game. Commissioner Sutherland wanted to get ahead and that's why PEC can provide good ideas of what other planning commissions in Kansas are doing because they work with them. Commissioner Sutherland said he had a conversation with Ty Masterson. Commissioner Sutherland said that he (Ty Masterson) said he didn't want cities to build thousands of these homes, but they just want a few and we (the state) wants to speed the process up where it doesn't have to go through all this stuff. They are (the state) putting a shortcut in for a very limited amount of homes.

City Manager confirmed that the Commission's comments are heard and said that the zoning code updates will be the only item on the workshop agenda. This will allow more time for discussion. As we move forward into this process, staff will make sure to spend the appropriate time on this issue. City Manager stated that he thought at the workshop it was loud and clear that this is a big issue and Lance heard that.

Commissioner Roths stated that time is key aspect and we need time to figure out what's happening with the state laws, to gather information and to see what PEC says. Commissioner Roths said that we can't plan a workshop in November right now and the Commission should take it slow. Chairman Jordan suggested seeing where we are at the end of the third workshop to see if we need to have a separate workshop for three hours because he thinks the City Council should be there too. Commissioner Sutherland didn't think the Council would want to do that, and Commissioner Jordan said he didn't care- they could leave early if they wanted to.

Secretary said she would look at the details of each workshop and what the content is, so we are a little bit clear. The workshops have not been designed to write the regulations in a meeting. The presentation of the zoning districts and uses will be presented and then there will be a discussion about what you want to do and what you agree with it. Some of what is presented may follow current code language or include language to bring it up to current standards. Information is designed to be developed and then bring it back for review. The Planning Commission is the recommendation body for the City Council, but the City Council does provide direction. Staff wants to make sure that before a lot of work is put into developing information that the City Council is involved. The Planning Commission should make recommendations. Secretary stated that each workshop has a very clear agenda and staff will

review so see where this topic might fall. In addition, PEC has a very limited scope of work based on budget, so every single regulation is not going to get rewritten under this scope of work. For example, if design standards are requested that would require PEC's work be expanded. Secretary will confirm with PEC how to have the discussion and where this particular element might fit in. At the workshop this was identified as a concern and we will ensure what may be required for writing a new section of code.

Commissioner Mackey suggested that to streamline the process have PEC come back with several ideas or approaches because they have heard the concern multiple times that it's not necessarily duplexes but the lack of variety. PEC could come with some suggestions and possible ways to address the issue that would stand up to legal scrutiny. Commissioner Mackey said that the city may need to go back and expand the scope of work because this is the number one issue.

City Manager said that if the majority of City Council members approve the expanded work than yes. The City Manager asked the Commission to let the process play out a little bit and have the discussion (on this topic) at the next workshop.

Commissioner Sutherland stated that this has to be addressed because developers are going to start flooding in and where they were going to build ten houses they can now build fourteen. Commissioner Sutherland said that we (the city) has do something like this (what Goddard did) and we don't have the luxury of time. Commissioner Sutherland thought that the Commission could put together 6-10 bullet points that we want to see from PEC and have a discussion with PEC asking if the city can do this. Commissioner Sutherland said you have to have a meeting to discuss because having a meeting with 20 people you would never get anything done and then you could wait and wait and then it's too late. Commissioner Sutherland firmly believed that a workshop needed to be scheduled in the next 60 days with PEC and the Commission to talk about it because there will not be time during a zoning review.

Action: No action required; for discussion only

D. Overview of Draft Short-Term Rental Regulations

Commissioner Roths said she saw this item as similar to the Goddard item- there is nothing we do at this point.

The Secretary said this item is just an introduction to the Planning Commission to provide some background and provide the direction it's going. There is working language being developed but it's going to take a little more time to review. The information provided is preliminary and doesn't need to be reviewed in detail. Secretary stated that in August 2025, the city received an initial complaint that brought to light short term rental properties were expanding in Bel Aire. The City does not have a specific short term rental process in our code but the use of a single family home for a short term rental would require the owner to file a special use case.

The Council was asked how they would like to address short term rentals, whether they wanted to allow them in the City and did we want to regulate them and how. The consensus among the council was that they did want to allow them with regulations. There were two workshops' sessions with the Council to receive feedback and as a result, staff drafted language. Initially, the short term rental regulations from Wichita were introduced and Council asked stuff to do additional research from other cities. The Secretary stated that the document and staff report is an overview of what we learned. Some of the main topics or sections that is in this working preliminary draft of the STR regulations is best practice, research from many other communities in the state, and feedback and concerns from the council. The Council wants the short term rental regulation process to be administrative rather than every property owner to file a special use case. The draft document is a working document it is not in final ordinance format. Revisions are still going to be made, and staff are working on them. Everything in the document may not remain and there are land use considerations in the document- for example, where short term rentals are allowed have to be included in the zoning district (sections) of the code. There will also be a procedural process related to the permitting or licensing of the short term rental property. The document will have to marry other sections of the zoning code. Secretary wanted the Commission to be aware of it because it will come before you at some point.

Commissioner Sutherland asked if each Commissioner could mark up the document and send it to the Secretary so she could merge the comments together for the Commission to talk about. Secretary confirmed that they could. Commissioner Sutherland said he thinks that's what the Commission should do and staff provide a deadline. Secretary agreed to send a Word version of the document to the Commission.

Commissioner Sutherland asked about the priority of short term rentals vs. the duplex discussion. City Manager stated that the short term rental and zoning code are tied together and will be done in the code update timeframe.

Commissioner Mackey asked if short term rentals are done if they would become an additional permitted use in the zoning code. Secretary confirmed that some sections of the code may have added language about permitted uses to prevent a zoning case to be filed. In addition, there is a lot of administrative items in the short term rental document. Secretary stated that staff is sorting out what's in short term rental regulations would affect the zoning regulations because land uses have to be addressed.

Action: No action required; for discussion only

VII. Approval of the Next Planning Commission Meeting Date.

Motion: Chairman Jordan moved to approve the date of the next meeting as September 10, 2026, at 6:30 PM. Commissioner Roths seconded the motion. ***Motion carried 5-0.***

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VIII. Current Events

A. **Upcoming Agenda Items:**

a. Zoning Case for newly annexed property

Secretary stated that there will be a zoning case for a newly annexed property in October. Secretary stated that Commissioner Faber has requested an agenda item for the September meeting to discuss the bylaws. Commissioner Faber submitted a document with ideas for updates and wanted to initially talk about Bylaw ideas. Secretary stated that this is not a requirement to complete by the end of the year. Commissioners agreed to put item on the agenda.

Commissioner Roths asked about where the newly annexed property was located and Secretary said 53rd and west of Greenwich, North of the Sunflower Commerce Park 2nd Addition. Property was annexed in at the request of the owner. Property is currently zoned agricultural.

B. **Upcoming Events:**

a. City offices closed for Labor Day, Monday, September 7, 2026
b. Curbside Clean-Up, Saturday, October 3, 2026
c. Fall Festival, Saturday, October 17, 2026

IX. Adjournment

Motion: Chairman Jordan moved to adjourn the meeting. Commissioner Koehler seconded the motion. ***Motion carried 5-0.***

Approved by the Bel Aire Planning Commission the 10th day of September 2026.

_____
Phillip Jordan, Chairman

ATTEST:

_____
Paula L. Downs, Secretary

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AGENDA
PLANNING COMMISSION
7651 E. Central Park Ave, Bel Aire, KS
August 13, 2026, 6:30 PM

City of Bel Aire

I. Call to Order

II. Roll Call

Phillip Jordan _____ Dee Roths _____ Deryk Faber _____ Paul Matzek _____

Brian Mackey_____ John Sutherland_____ Kent Koehler _____

III. Pledge of Allegiance to the American Flag

IV. Consent Agenda

A. **Approval of Minutes from Previous Meeting.**

Action: Motion to approve the minutes of July 9, 2026.

Motion _____ Second _____Vote _____

V. Announcements:

A. There will be a Board of Zoning Appeals meeting following the adjournment of the Planning Commission meeting.

B. Zoning Code Updates- Workshop #2 will be on Tuesday, September 8, 2026, in the Community Room. All workshops will appear on the regularly scheduled City Council Workshop dates- the second Tuesday of each month.

VI. Planning Commission Business

A. PUD-26-03- Casey's in Cedar Pass Addition Planned Unit Development (PUD) Preliminary Plat

Open Hearing

Close Hearing

Action: Motion to (approve / deny / table) the proposed PUD Preliminary Plat (as presented / as amended by this Planning Commission)

Motion_____ Second _____ Vote_____

B. Annexation Process- Maria Shrock, City Attorney

Action: No action required; for discussion only

C. City of Goddard- Resolution for Duplexes and Twin Homes

Action: No action required; for discussion only

D. Overview of Draft Short-Term Rental Regulations

Action: No action required; for discussion only

VII. Approval of the Next Planning Commission Meeting Date.

Action: Motion to approve the date of the next meeting: September 10, at 6:30 p .m.

Motion _____Second _____Vote _____

VIII. Current Events

A. **Upcoming Agenda Items:**
   a. Zoning Case for newly annexed property

B. **Upcoming Events:**
   a. City offices closed for Labor Day, Monday, September 7, 2026
   b. Curbside Clean-Up, Saturday, October 3, 2026
   c. Fall Festival, Saturday, October 17, 2026

IX. Adjournment

Action: Motion to adjourn.

Motion _____Second _____Vote _____

City of Bel Aire

STAFF REPORT

DATE: 08/05/2026

TO: Bel Aire Planning Commission
FROM: Paula Downs
RE: PUD-26-03- Preliminary PUD Plat

STAFF COMMUNICATION

FOR MEETING OF	8/13/2026
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:

PUD-26-03: Proposed Planned Unit Development (PUD) Preliminary Plat for Use and Zoning Relief for Casey's in Cedar Pass Addition

Legal Description: Lot 34, Block C, Cedar Pass Addition

General Location: NW corner of East 53rd Street and North Webb Rd.

Reasons for Request: To create a PUD to allow for a retail convenience store and vehicle fueling station and obtain zoning code relief related to setbacks, signage, and landscaping.

Notification: The City placed notification on the City of Bel Aire website as required by the City code on July 23, 2026. The affidavit of publication is in the packet. Notification by certified mail was provided to surrounding property owners on July 23, 2026.

Background:

The property was platted in July 2022 as the Cedar Pass Addition.

The applicant intends on submitting a Lot Split case to create Parcel 34A and 34B. Lot splits in Bel Aire are approved administratively and will be completed prior to the issuance of a building permit.

Current Discussion:

PUD-26-03 PUD Preliminary Plat sets out the following requests:

1. **Use:**
   A. Current Zoning District: C-1 Neighborhood Commercial Office and Retail District does not permit retail convenience stores or vehicle fueling stations.
   B. PUD-26-03 Use: C-2- Planned Unit Development Commercial Office and Retail that allows for retail convenience stores and vehicle fueling stations.
2. **Signage:**
   A. Current Sign Code: 17.9.7.C limits freestanding two-faced signs permanently fixed to the ground by supports to 45 square feet per sign face. Code does not set height parameters.
   B. PUD-26-03: Requesting 90 square feet per face not to exceed 25' in height.
3. **Landscaping - Street Trees:**
   A. Zoning Code Requirement: 18.10.5.A.1 requires street trees to be provided with an average spacing of 1 tree for every 40 feet of street frontage.
   B. PUD-26-03 requests 1 tree for every 50 feet of street frontage.
4. **Landscaping - Building Façade:**
   A. Zoning Code Requirement: 18.10.10:
      i. Landscaping adjacent to the building wall- a variety of shrubs, ornamental or shade trees are encouraged.
      ii. Landscaping provided to a minimum of 25% of the building face- building faces along service areas are excluded
      iii. Each area shall be planted with shrubs capable of reaching 3' in height covering a minimum of 75% of the length of the landscape area. A mixture of evergreen and deciduous shrubs shall be used.
      iv. Planting areas shall have a minimum width of either 6' or equivalent of 20% of the building faced height.
      v. Building façade areas shall be irrigated with bubbler irrigation systems.
      vi. Landscape areas may be placed adjacent to the building wall or adjacent to the curb.
   B. PUD-26-03 requests to waive all building façade
5. **Parking & Paving Setbacks:**
   A. Zoning Code Requirement: 18.7.11.B.3(b) requires the following parking and paving setbacks within the C-1 Neighborhood Commercial Office and Retail District:
      i. 15' from street right-of-way
      ii. 20' from property lines
   B. PUD-26-03 requests the following parking and paving setbacks:
      i. Parcel A:
         1. 0' along west property line.
         2. 5'-20' variable along the East 53rd Street North street frontage.
         3. 5' along north property line
         4. 20' along the North Webb Road street frontage (exceeds minimum)
      ii. Parcel B:
         1. 0' along west property line

2. 5’ along the south property line
3. 0’ along the north property line
4. 20’ along the North Webb Road street frontage (exceeds minimum)

Findings of Fact:

1. **Character of Neighborhood:**

   The northwest intersection of East 53rd Street North and North Webb Road is zoned C-1 Neighborhood Commercial Office and Retail District. This includes subject property and the lots abutting the property on the North and West.

   The northeast corner of East 53rd North and North Webb Road is a speculative warehouse development as part of Sunflower Commerce Park 4th Addition that is zoned M-1 - Planned Unit Development-Industrial.

   The southeast corner of East 53rd North and North Webb Road is the Sunflower Commerce Park Addition that is zoned M-1 - Planned Unit Development-Industrial.

   The southwest corner of East 53rd and North Webb Road is unplatted land with no improvements and zoned Agricultural.

   Abutting the property:
   - West- Lot 33, Block C- unimproved land zoned C-1 Neighborhood Commercial Office and Retail District
   - North- Lot 35, Block C- unimproved land zoned C-1 Neighborhood Commercial Office and Retail District
   - Abutting Lots 33 and 35 is Reserve C of Cedar Pass Addition zoned R-5 Multi-Family District.
   - Abutting Reserve C to the West is Cedar Pass Addition zoned R-5 Multi-Family District. This area is currently being developed.

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

   North*:* C-1 Neighborhood Commercial Office and Retail District
   East: M-1- Planned Unit Development- Industrial
   South: Southwest corner of East 53rd and North Webb Road- Agricultural
   West: C-1 Neighborhood Commercial Office and Retail District

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

   The property is currently zoned C-1 Neighborhood Commercial Office and Retail District. Land use and zoning change to C-2 Planned Unit Development-Commercial Office and Retail is suitable for the PUD request for a retail convenience store and vehicle fueling station.

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

   The requested PUD use for retail convenience store and vehicle fueling station, and the associated zoning relief, is not expected to detrimentally affect nearby property.

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

   The property was platted in July 2022 and has remained vacant since that time when the property was zoned C-1 through Ordinance 678, December 7, 2021.

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

   The PUD use and zoning relief do not pose a threat to adjacent properties.

   Disapproval of the case will create a hardship for the applicant's development of the subject property.

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

   The request is not in conflict with the comprehensive plan.

   The future land use map identifies the subject property, properties to the north and west abutting the subject property, the property to the south (current agricultural zoned property) and property adjacent to the subject property (property located at the southeast corner of E 53rd Street and N. Webb) as a Neighborhood Center place type that consists of a variety of uses including: open space/conservation; neighborhood/community gardens; single-family residential (attached and detached); multi-family residential; vertical or horizontal mixed use; community/lifestyle commercial; neighborhood commercial; small/start-up commercial; primary and higher education; religious assemblies; entertainment; community/recreation centers; civic/cultural facilities; pocket/neighborhood parks; and public safety.

   Appropriate zoning districts within the Neighborhood Center place type include: Single Family Residential (R-2, R-3, R-4); Garden and Patio Homes, Townhouses, and Condominiums (R-5); Single Family/Zero Lot Line Residential (R-5b, ZLL); Multi-Family (R-6); Planned Unit Development Residential (R-PUD); Neighborhood Commercial, Office and Retail (C-1); and Planned Unit Development Commercial, Office and Retail (C-2).

The Neighborhood Center is characterized by a diverse range of residential housing types and supportive commercial, office and retail uses.

The future land use map identifies the adjacent property east of the subject property (property located at the northeast Corner of East 53rd North and North Webb Road) as an Industrial & Logistics Center place type that consists of a variety of uses including open space/conservation; community/lifestyle commercial; medical campus/hospital; light industrial; heavy industrial/manufacturing; and public safety.

Appropriate zoning districts within the Industrial & Logistics Center place type include: Planned Unit Development Industrial District (M-1); Neighborhood Commercial, Office and Retail (C-1); and Planned Unit Development Commercial, Office and Retail (C-2).

The Industrial & Logistics Center is characterized by a diverse range of commercial, retail, office and industrial uses.

The subject property falls within the Neighborhood Center place type and is compatible with the Industrial & Logistics Center place type.

8. Impact of the proposed development on community facilities:

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

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

As of this writing, staff has not received any phone calls or written communication on this case. The Planning Commission will need to consider any testimony provided during the public hearing.

10. Recommendations of Professional Planning Staff

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

Staff recommends **APPROVAL** of the application pending the outcome of Planning Commission review and public hearing with the following conditions:

1. Revise Building and Structure Notes #4 to replace “Phase 1” with “Parcel A”.
2. Replace Lighting Notes #1 to “A comprehensive landscape plan shall be submitted prior to the issuance of building permits”.
3. Revise Parcel B Permitted Uses in the Project Data and Use Group Categories section to remove the following:
    a. …(maintaining existing C-1, Neighborhood Commercial Office and Retail District.)

City of Bel Aire

7651 E. Central Park
Bel Aire, KS 67226
Phone: 316-744-2451
www.belaireks.gov

APPLICATION FOR:

PLANNED UNIT DEVELOPMENT (PUD)

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

AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.

Date: June 22, 2026 Fee: $350/$10 per lot

Owner(s) of the Property Requesting the PUD:

Name: Northeast Developers LLC

Address P.O. Box 781974, Wichita Kansas 67278

Telephone_____ Email_____

Primary Contact? Yes_____ No _____ (Please Check)

Agent Representing the Applicant (if applicable):

Name: SBB Engineering, LLC Attn: Jeff Laubach

Address 101 S Kansas Avenue

Telephone_____ Email_____

Primary Contact? Yes X No _____ (Please Check)

Owner(s) of the Property Requesting the PUD: (Note: Casey's has property under contract)

Name: Casey's Retail Company Attn: Joy Johnson

Address 1 SE Convenience Blvd, Ankeny, IA 50021

Telephone_____ Email_____

Primary Contact? Yes_____ No _____ (Please Check)

Agent Representing the Applicant (if applicable):

Name:_____

Address_____

Telephone_____ Email_____

Primary Contact? Yes_____ No _____ (Please Check)

Owner(s) of the Property Requesting the PUD:

Name:_____

Address_____

Telephone_____ Email_____

Primary Contact? Yes_____ No _____ (Please Check)

Agent Representing the Applicant (if applicable):

Name:_____

Address_____

Telephone_____ Email_____

Primary Contact? Yes_____ No _____ (Please Check)

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

REQUEST INFORMATION:

☒ Establishing a PUD

☐ Amending to PUD _____

☐

1. **Requested PUD Details** *(Describe Request)*: Creating PUD to allow for a Convenience Store with Fuel Sales and to allow for the proposed Pylon Sign

2. **Zoning District of Property:** Existing Zoning is C1 - Proposed Zoning is PUD

3. **Location:**

   a. Address (if assigned) or generally located at (relation to nearest streets): Northwest corner of East 53rd Street and North Webb Road

   b. Legal Description: Lot(s) 34, Block C, Addition Cedar Pass Addition

   c. If Property is not platted, a metes and bounds description and location map shall be provided with this application.

   d. The application area contains 2.95 acres.

4. **Written Statement:** A written statement in accordance with the attached instructions shall be included with this application.

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

CERTIFICATION

The undersigned acknowledges and certifies the following:

1. They have been advised of the fee requirements established and that the appropriate fee is herewith tendered.
2. That the information given herein is correct.
3. This application is accompanied by a current ownership list certified by an abstractor for the notification area.
4. That all documents are attached hereto as noted in the instruction.
5. That the applicants acknowledges that the Governing Body shall have authority to impose such conditions as it deems necessary 8in order to serve the public interest and welfare.
6. That this application cannot be processed unless it is complete and accompanied by all required documents.

Northeast Developers, LLC.
Managing Member.

BY: _____ June 23, 2026
Property Owner(s) Date

_____ _____
Agent (if applicable) Date

_____ June 19, 2026
Property Owner(s) Date
Casey's Retail Company
Site Development Manager

_____ _____
Agent (if applicable) Date

_____ _____
Property Owner(s) Date

_____ _____
Agent (if applicable) Date

OFFICIAL USE ONLY PUD-26-03

____ Fee (due to arrive)
__X__ Certified Ownership List
__X__ Written Statement
__X__ Site Plan

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

_____
Zoning Administrator

July 7, 2026.
Date

Ownership List

Legal Description	Owners of Record
Lot 33, Block C, Cedar Pass Addition, Bel Aire, Sedgwick County, Kansas.	Northeast Developers LLC 9415 E Harry St STE 406 Wichita, KS 67207-5083 Site Address: None. Geocode: PY-BA-02452 PIN: 30020115
Lot 35, Block C, Cedar Pass Addition, Bel Aire, Sedgwick County, Kansas.	Northeast Developers LLC 9415 E Harry St STE 406 Wichita, KS 67207-5083 Site Address: None. Geocode: PY-BA-02454 PIN: 30020117
Lot 1, Block 1, Sunflower Commerce Park 4th, Bel Aire, Sedgwick County, Kansas.	Aspen Sunflower Industrial I LLC; 2 Patriots Investments II, LLC; SMT Properties 2, LLC; ETG A, LLC; and SREV1, LLC 5700 W 112th St STE 110 Overland Park, KS 66211 Site Address: 9650 E 53rd St N, Bel Aire, KS 67226 Geocode: PY-BA-02698 PIN: 30029909
Commencing at the Northeast corner of the Northeast Quarter of Section 20, Township 26	James D. Woolley and Narnie K. Woolley

South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence South 495 feet along the East side of said Section; thence West 880 feet; thence North 495 feet to the North line of said Section; thence East 880 feet to the point of beginning, LESS AND EXCEPT A tract of land in the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as : Commencing at the Northeast corner of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence bearing S89°08'20"W along the North line of said Northeast Quarter a distance of 602.00 feet to the Point of Beginning; thence bearing S00°51'40"E, a distance of 219.00 feet; thence bearing S89°08'20"W, a distance of 108.00 feet; thence bearing N00°51'40"W, a distance of 219.00 feet to a point on the North line of said Northeast Quarter; thence bearing N89°08'20"E, along the North line of the Northeast Quarter, a distance of 108.00 feet to the Point of Beginning.	819 W Verona Ct Andover, KS 67002-7580 Site Address: None. Geocode: PY-BA-02696 PIN: 00289653
A tract of land in the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as : Commencing at the Northeast corner of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence bearing S89°08'20"W along the North line of said Northeast Quarter a distance of 602.00 feet to the Point of Beginning; thence bearing S00°51'40"E, a distance of 219.00 feet; thence bearing S89°08'20"W, a distance of 108.00 feet; thence bearing N00°51'40"W, a distance of 219.00 feet to a point on the North line of said Northeast Quarter; thence bearing	Rural Water District No. 1 9519 E 53rd St N , KS 67226 Site Address: 9519 E 53rd St N Geocode: PY-00112001B0001 PIN: 30001617

N89°08'20"E, along the North line of the Northeast Quarter, a distance of 108.00 feet to the Point of Beginning.	

Kansas Secured Title, Inc does hereby certify the foregoing to be a true and correct list of all property owners within 200 feet of the following described real property to wit:

OWNER OF RECORD: Northeast Developers LLC
SITE ADDRESS: None.
LEGAL DESCRIPTION: Lot 34, Block C, Cedar Pass Addition, Bel Aire, Sedgwick County, Kansas.
GEO CODE: PY-BA-02453
PIN: 30020116

According to the last deeds filed of record in the office of Register of Deeds, Sedgwick County, Kansas, as of June 30, 2026, at 7:00 a.m. Addresses as given are furnished as a service and are not certified. Liability is limited to the amount of the fee paid heretofore.

Kansas Secured Title Inc.

BY: Joel Wright

Joel Wright, Licensed Title Examiner

FILE # KSSG6750

City of
Bel Aire

AFFIDAVIT OF PUBLICATION

State of Kansas, Sedgwick County, ss:

Melissa Krehbiel, City Clerk

Being first duly sworn, deposes and says:

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

That the attached Official Notice of Planned Unit Development (PUD) Hearing (PUD-26-03)

is a true copy thereof and was published on such website beginning on the 23rd day of July, 2026.

Melissa Krehbiel
Signature

SUBSCRIBED AND SWORN to before me this 27th day of July, 2026.

NOTARY PUBLIC - STATE OF KANSAS
MARI MCELHANEY
MY APPT. EXPIRES 9-4-27
(seal)

Mari E. McElhaney
Notary Public

City of Bel Aire
Melissa Krehbiel – City Clerk
7651 East Central Park Avenue
Bel Aire, Kansas 67226
316-744-2451
www.belaireks.gov

portal.laserfiche.com/Portal/browse.aspx?id=162840&repo=r-91639104

Aire

iblic Records › **Public Hearing & Other Legal Notices**

12 Entries

Name	Date	Doc Details
Public Hearing 08-13-2026, PUD-26-03	2026.07.23	PUD-26-03 Publication Notification for Planning Commission Case on August 13, 2026 Agenda.
Public Hearing 07-09-2026, VAR-26-02	2026.06.18	Publication Notification for VAR-26-02
Public Hearing 06-02-2026, Amending Chapter 17 To Update Build...	2026.05.13	Public Hearing 6-02-2026 Pertaining To Amending Chapter 17 To Update Building Code
2026 Q1 Treasurer Report 01-01-2026 through 03-31-2026	2026.04.16	Treasurer's Quarterly Financial Report FY2026 Q1
Public Hearing 04-09-2026, SP-26-01	2026.03.19	Public Hearing 04-09-2026, SP-26-01
Public Hearing 04-09-2026, Airport Zoning Regulations	2026.03.19	Airport Zoning
Public Hearing 04-09-2026, VAR-26-01	2026.03.18	Public Hearing 4-09-2026, VAR-26-01
Public Hearing 04-09-2026, PUD-26-02	2026.03.18	Public Hearing 04-09-2026, PUD-26-02
Public Hearing 04-09-2026, PUD-26-01	2026.03.18	Public Hearing 4-09-2026, PUD-26-01
Land Bank Inventory 2026.01.20	2026.01.29	Land Bank Inventory
Treasurers Quarterly 2025.12.31	2025.12.31	Treasurer's Quarterly Financial Report for the Fourth Quarter, Ending December 31, 2025
Previous Year & Older Notices / Affidavits of Publication		

Public Hearing 08-13-2026, PUD-26-0

Details | Preview

Entry Properties

Modified	7/23/2026 10:18:40 AM
Created	7/21/2026 10:04:05 AM

Template

City Clerk - Public Hearing & Other Legal Notices

Fields

Date	2026.07.23
CC - Identifier #	PUD-26-03
Doc Details	PUD-26-03 Publication Notification for Planning Commission Case on August 13, 2026 Agenda.
Location	Lot 34, Block C, Cedar Pass Addition
Publication Date	7/23/2026

(Notification Posted on the City of Bel Aire Website, the designated official City newspaper for the City of Bel Aire on July 23, 2026)

OFFICIAL NOTICE OF PLANNED UNIT DEVELOPMENT (PUD) HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on August 13, 2026, the City of Bel Aire Planning Commission will consider the following Zoning process in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

PUD-26-03. Proposed Planned Unit Development (PUD) Preliminary Plat- Cedar Pass Addition. Permitted uses within C-1 District with the addition of retail convenience store and vehicle fueling station. PUD is establishing relief from zoning regulations related to the site.

Legal Description: Lot 34, Block C, Cedar Pass Addition, Bel Aire, Sedgwick County, Kansas..

General Location: Northwest corner of 53rd St. and Webb Rd.

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

DATED this _23_____ day of July 2026.

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



PLANNED UNIT DEVELOPMENT
CASEY'S IN CEDAR PASS ADDITION
LOT 34, BLOCK C, CEDAR PASS ADDITION, BEL AIRE, SEDGWICK COUNTY, KANSAS.

Zoning Area Description:
Lot 34, Block C, Cedar Pass Addition, Bel Aire, Sedgwick County, Kansas.

Project Performance Objectives:
This development seeks to create a commercial environment with a retail convenience store and vehicle fueling station, centered around safe, and efficient vehicle circulation. The design promotes seamless integration with surrounding transportation corridors, fostering convenient access for the public and contributing positively to the overall service and economic fabric of the community.

Parcel A: Development of a retail convenience store, vehicle fueling station with overhead canopy and associated fuel dispensers, vehicle parking facilities, and associated utility infrastructure. All permitted uses and restrictions under the current C-1 (Neighborhood Commercial, Office, and Retail District) zoning shall remain in effect, unless otherwise stated in this document.

Parcel B: Remaining undeveloped at this time. All permitted uses and restrictions under the current C-1 (Neighborhood Commercial, Office, and Retail District) zoning shall remain in effect, unless otherwise stated in this document.

General Notes:
1. Building Permits for the construction of commercial structures shall be compliant with this Planned Unit Development (PUD) Plan, the recorded subdivision plat, and all applicable governing codes. No building permits shall be issued until individual site development plans, subject to the City of Bel Aire Subdivision Regulations (Chapter 19, Article 5, Section 19.5.5), have been reviewed and approved by the City of Bel Aire for each phase. The site development plans shall address building location, circulation, fire hydrants, landscaping, pedestrian access, fencing, lighting, signage, building elevations, utilities, stormwater, architectural features, CPTED (Crime Prevention Through Environmental Design) considerations, and relationships to adjacent lots. The proposed development configuration stated on this Planned Unit Development (PUD) Plan is conceptual. Minor adjustments may be necessary upon the site plan review process to comply with all applicable regulations.
2. All construction methods and materials used in the construction of the improvements covered by these plans shall be in accordance with the Standard Technical Specifications and current revisions on file in the Office of the City Engineer, City of Bel Aire, Kansas.
3. No building permits shall be issued until the official Lot Split document has been recorded.
4. All on-site improvements—including but not limited to sidewalks, landscaping, signage, fencing, retaining walls, drainage systems, and sanitary sewer facilities—shall be maintained in good condition at all times. The ongoing maintenance, repair, and replacement of all such improvements shall be the sole responsibility of the property owner(s).
5. Existing easements shown on this document are depicted in accordance with currently recorded subdivision plats. Proposed easements shown hereon will be dedicated concurrently with the proposed Lot Split, creating Lots 34A (Parcel A) and 34B (Parcel B) or by separate legal instruments to be recorded in the future.

Building and Structure Notes:
1. The proposed building structure shall meet or exceed the standard setback requirements per City of Bel Aire zoning regulations for C-1, Neighborhood Commercial Office and Retail District.
2. The primary building entrance shall be oriented to promote clear lines of sight from the public right-of-way and parking areas, aiding in natural surveillance and crime prevention.
3. The building structure shall include architectural design elements, colors, and building materials that are compatible with the surrounding neighborhood and shall comply with applicable City of Bel Aire zoning regulations for building design.
4. All building and structure heights within this PUD shall comply with Federal Aviation Administration (FAA) height regulations. The maximum height of any structure on Phase I (Proposed Lot 34A) shall not exceed thirty-five (35) feet or two stories, and accessory structures shall not exceed one story.
5. Parking setbacks shall meet or exceed the standard setback requirements for the current C-1 (Neighborhood Commercial, Office, and Retail District), except as follows:
   - The parking and pavement setbacks along the West line and a portion of the North line of Parcel A shall be zero (0) feet.
   - The parking and pavement setbacks along the South, East, and a portion of the North lines of Parcel A shall be as shown on this plan.
   - The parking and pavement setbacks along the North, West, and a portion of the South line of Parcel B shall be zero (0) feet.
   - The parking and pavement setbacks along portions of the South and East lines of Parcel B shall be as shown on this plan.

Utility Notes:
1. Property owners are prohibited from placing any permanent or semi-permanent obstructions within permanent sewer, drainage, or utility easements. This includes, but is not limited to, trees, shrubs, fences, retaining walls, buildings, or other obstructions that interfere with the access or egress of maintenance vehicles or equipment. Any such obstruction may be removed by personnel representing the governing body or utility provider to ensure proper operation and maintenance of the utility line, without cost or obligation for replacement. All costs associated with removal shall be the responsibility of the property owner.
2. All utility service lines shall be placed underground in accordance with the City of Bel Aire right-of-way and utility management standards.
3. Underground utilities depicted on this survey are based solely on field markings provided through Kansas One Call, Ticket No. 26060424, original call date 2/11/26, and work to begin date 2/14/26 and Ticket No. 26087550, original call date 2/26/26, and work to begin date 3/03/26. No subsurface utility engineering report was provided to verify the locations of utilities. This survey makes no certification or guarantee as to the accuracy of the depicted utilities, nor the existence, type, depth, or exact location of any other underground utilities, marked or unmarked, within or adjacent to the subject property. Above-ground appurtenances are shown as per field survey. The client is advised to contact the relevant utility companies and/or a qualified utility locator for more detailed information and verification.

Access, Circulation, Parking Traffic and Maintenance of Improvements Notes:
1. Access to the subject property is restricted as shown on the recorded plat of "CEDAR PASS ADDITION", an addition to Bel Aire, Sedgwick County, Kansas. Complete access control is maintained for 325 feet along both the East 53rd Street North and North Webb Road frontages, except for one (1) 60-foot opening along East 53rd Street North and one (1) 60-foot opening along North Webb Road.
2. All drives lanes and access ways shall meet or exceed the setback requirements as shown on this plan.

Signage Notes:
1. Signage shall comply with the standard C-1 (Neighborhood Commercial, Office, and Retail District) regulations as set forth in the City of Bel Aire Zoning Regulations, except as follows:
   - The pylon signage in Parcel A shall not exceed nighty (90) square feet per face, and shall not exceed twenty-five (25) feet in height. A comprehensive signage plan for Parcel A shall be submitted prior to the issuance of building permits.
2. All other signage—including but not limited to, incidental signs, directional traffic and pedestrian signage, shall comply with the standard City of Bel Aire Sign Code (Chapter 17, Article 9) for signs permitted in commercial districts.

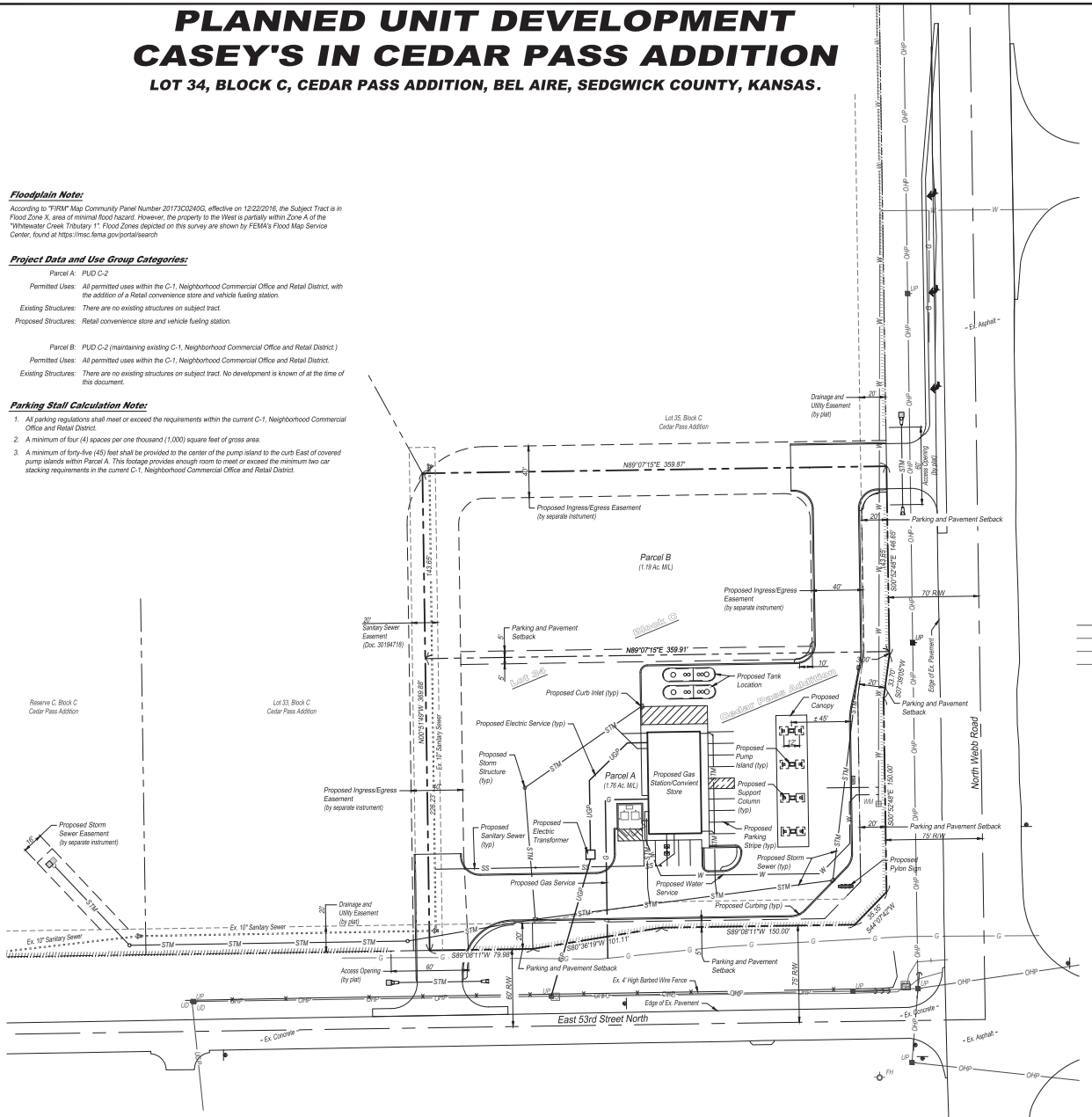
Landscaping Notes:
1. The proposed landscaping shall meet or exceed the standard landscaping, screening, and buffering requirements per City of Bel Aire zoning regulations for C-1, Neighborhood Commercial Office and Retail District, except as follows:
   - Building facade landscaping shall not be required.
   - Street trees shall be provided at a spacing no less than one (1) tree every fifty (50) feet.
2. Landscape area shall not interfere with sight triangles at intersections.
3. A comprehensive landscape plan shall be submitted prior to the issuance of building permits.

Lighting Notes:
1. A comprehensive photometric plan for the proposed developed of Parcel A shall be submitted prior to the issuance of building permits.

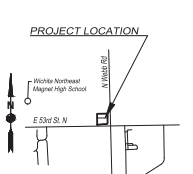
Floodplain Note:
According to "FIRM" Map Community Panel Number 20173C0240G, effective on 12/22/2016, the Subject Tract is in Flood Zone X, area of minimal flood hazard. However, the property to the West is partially within Zone A of the "Whitewater Creek Tributary 1". Flood Zones depicted on this survey are shown by FEMA's Flood Map Service Center, found at https://msc.fema.gov/portal/search

Project Data and Use Group Categories:
Parcel A:	PUD C-2
Permitted Uses:	All permitted uses within the C-1, Neighborhood Commercial Office and Retail District, with the addition of a Retail convenience store and vehicle fueling station.
Existing Structures:	There are no existing structures on subject tract.
Proposed Structures:	Retail convenience store and vehicle fueling station.
Parcel B:	PUD C-2 (maintaining existing C-1, Neighborhood Commercial Office and Retail District.)
Permitted Uses:	All permitted uses within the C-1, Neighborhood Commercial Office and Retail District.
Existing Structures:	There are no existing structures on subject tract. No development is known of at the time of this document.

Parking Stall Calculation Note:
1. All parking regulations shall meet or exceed the requirements within the current C-1, Neighborhood Commercial Office and Retail District.
2. A minimum of four (4) spaces per one thousand (1,000) square feet of gross area.
3. A minimum of forty-five (45) feet shall be provided to the center of the pump island to the curb East of covered pump islands within Parcel A. This footage provides enough room to meet or exceed the minimum two car stacking requirements in the current C-1, Neighborhood Commercial Office and Retail District.



LEGEND
- Ex. Utility Pole
- Ex. Guy Anchor
- Ex. Utility Drop
- Ex. Handhole
- Ex. Fire Hydrant
- Ex. Water Meter
- Ex. Water Valve
- Ex. Sign
- Fiber Optic Marker Post
- Ex. Overhead Power Line
- Ex. Underground Fiber Optic Line
- Ex. Water Line
- Ex. Gas Line



LOCATION MAP
NTS

PREPARED FOR:
Casey's General Stores
One Convenience Boulevard
Ankeny, Iowa 50021

SBB Engineering, LLC
transportation+site development+surveying
101 South Kansas Avenue
Topeka, Kansas 66603
Ph: (785) 215-8630 / www.sbbeng.com

SHEET TITLE:
PLANNED UNIT DEVELOPMENT
CASEY'S IN CEDAR PASS ADDITION

PROJECT LOCATION:
Northwest Corner Of The Intersection For
East 53rd Street North & North Webb Road
Wichita, Kansas 67067

SBB Proj. No.:	26-014
Drawn by:	JEM
Checked by:	JWL
Date:	8/04/2026
Sheet No.:	1 of 1

Rev.	By	Date	Description

From: Paula Downs
To: "evanmijares@yahoo.com"
Cc: Ted Henry
Subject: Concern regarding proposed Casey's at Cedar Pass
Date: Thursday, August 27, 2026 9:26:00 AM
Attachments: image002.png
image003.png
image004.png
image005.png

Mr. Mijares, thank you for the email, it is a pleasure to be introduced to you- welcome to Bel Aire.

You are correct, Casey's did submit an application to include retail convenience stores and vehicle fueling stations on their property. In addition, they also requested some relief from the zoning code related to signage, landscaping, and setbacks. The Planning Commission recommended that the governing body approve the at their August 13, 2026, meeting. The case will now appear on the September 1, 2026, City Council agenda.

Casey's will be splitting the lot to focus their store closer to the 53rd and Webb intersection area. Between the back of the building structure of Casey's and the homes in Cedar Pass there will be two lots and the reserve space (where the pond is located). The shortest distance between the development and the property line of the housing addition is about 650' and the homes to the north are over 1,000'. Casey's will be required to have perimeter landscaping as set out in the code for commercial properties. Lighting and signage, as well as other zoning standards will be required to be met.

The property was originally zoned as agricultural and at the time of platting Cedar Pass, it was re-zoned to R-5- Garden and Patio homes, townhouses and condominiums and C-1 Neighborhood commercial, office, and retail. The current case creates a custom zoning district allowing Casey's to request the property to be used for a convenience store and vehicle fueling station. Properties on the four corners of the 53rd and Webb intersection are zoned C-1 Neighborhood and M-1 Planned Unit Development- Industrial. The Casey's is in line with intersection properties zoning and uses. In addition, the City's approved comprehensive plan provides for this area to support a wide variety of uses of which the convenience store/gas station fits into.

Per code, notification via certified mail, is required for properties within 200' of the subject property. Due to the distance, property owners in Cedar Pass were not notified. The case was published on the City website which is available for anyone to review within the Agenda/Minutes section on the home page.

The code does not provide any language the preserve unobstructed sightlines between housing additions and surrounding properties. As a result, sightlines are not considered by staff in their case analysis. Lighting is controlled by zoning codes and Casey's will be required to follow that code that is designed to mitigate light pollution. The staff determined that the distance of approximately 650' (between Casey's and Cedar Pass housing) is adequate to absorb the lighting

between Casey's and Cedar Pass resulting in no meaningful impact to property owners. In addition, due to distance, Cedar Pass will not be meaningfully impacted by noise of cars at Casey's. 53rd Street and Webb Road are both well-traveled roads due to the Sunflower Commerce Park businesses, housing developments in the area, and general traffic traveling north and east/west. Webb Road is a main arterial four-lane road designed to carry a high traffic loads. Based on these reasons, staff concluded that the Casey's is not expected to detrimentally affect the nearby properties.

Cedar Pass was re-zoned in 2021 and at that time no information was provided as to what type of development would occur on the commercial properties. It is likely that development on the lots surrounding the Casey's location will be developed sometime in the future. These future developments will be required to follow zoning codes related to the C-1 zoning district unless a re-zoning case is filed.

It's understandable why you feel surprised and concerned with the Casey's development being built close to your neighborhood. Most homebuyers don't think to check zoning maps and are often focused on the house and neighborhood itself, and it's easy to overlook how nearby land is zoned. It can be hard to imagine how nearby vacant land might be used in the future. In this case, the zoning was established at the time that Cedar Pass was platted, and it was clear that the properties to the East were designated for commercial use. I realize this doesn't change how you feel, but I want you to know the development is consistent with the long-standing commercial use for the area.

Any citizen can attend the City Council meeting and provide comments.

Again, I appreciate you reaching out and sharing your concerns. Please let me know if you have any additional questions.

Thank you.

City of Bel Aire

Paula Downs
Community Development Director
7651 E. Central Park Ave.
Bel Aire, KS 67226
P: (316) 744-2451 ext: 214
C: (316) 712-3758
pdowns@belaireks.gov

From: Evan Mijares <evanmijares@yahoo.com>
Sent: Wednesday, August 19, 2026 12:07 PM
To: Paula Downs <PDowns@belaireks.gov>
Cc: Ted Henry <THenry@belaireks.gov>; Jim Benage <JBenage@belaireks.gov>
Subject: Concern regarding proposed Casey's at Cedar Pass

[External Sender]

Hi Paula,

We've not had a chance to meet before, but I hope this finds you well. I am a virtually life-long Wichitan and new to Bel Aire as of a year ago.

I'm reaching out regarding the proposed Casey's development at 53rd and Webb in Cedar Pass. I first heard about this in the Wichita Business Journal this morning.

My home is immediately west of the proposed site, directly across the pond. There is essentially nothing between our home and the proposed development from a visual standpoint; it is just the pond and a tiny parcel of a few trees that separates my property from the proposed site.

I've researched, to the best of my ability, the history of the property and the current proposal. It appears "neighborhood" commercial development was contemplated as part of Cedar Pass, and I'm not opposed to such commercial developments in Bel Aire – in fact, it's a good thing. What concerns me is the difference between neighborhood-scale commercial development and a gas station/convenience store with fuel pumps, canopy lighting, frequent vehicle traffic, deliveries, signage, and potentially late-night or 24-hour activity.

I was also surprised to see statements indicating that the development would not be detrimental to neighboring properties and that surrounding property owners had been contacted. Our home is, technically, outside the formal 200-foot notification area, at about 500 feet from the proposed site; however, I wasn't made aware of this potential change, and given that we look directly across the pond at the proposed site, we are among the residents who will experience the project most directly.

I'd like some clarity as to how the homes west of the pond were considered when the City and Planning Commission evaluated the effect on nearby properties. Were things like the unobstructed sightline across the pond, nighttime lighting, noise, deliveries, traffic, screening, and the overall change in character considered specifically for those homes, particularly where your "Findings of Fact" indicates this is "not expected to detrimentally affect nearby property" ?

I'd also appreciate any information you can provide as to what was originally envisioned for this commercial parcel when Cedar Pass was approved and what would change through the current Casey's PUD. From what I have been able to find, the original designation appears to have been C-1 Neighborhood Commercial, which seems meaningfully different in character and intensity from what is now being proposed.

I hope this does not seem unreasonable, as again, I am not simply opposed to development near my home. I find this particular use, in this particular location, difficult to reconcile with an otherwise quiet, residential neighborhood built around a pond.

On a personal level, this is discouraging. Bel Aire is somewhere I have viewed as a place to stay put and raise a family. Having a gas station placed directly across the pond from our home materially changes that.

I would like to better understand the City's thinking, what protections are proposed for the surrounding residences, and whether there is still an opportunity for residents to provide meaningful input before the City Council considers the project.

Thank you for your time. I know there are always many competing interests in projects like these.

-Evan Mijares

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECOMMENDATION OF THE BEL AIRE PLANNING COMMISSION RECOMMENDING CHANGING THE ZONING DISTRICT OF CERTAIN LANDS LOCATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF BEL AIRE, KANSAS UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY.

WHEREAS, the Governing Body of the City of Bel Aire, Kansas (the "City") has received a recommendation from the Bel Aire Planning Commission for Case No. PUD-26-03; and

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held for Case No. PUD-26-03 on August 13, 2026, all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

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

SECTION 1. The Governing Body adopts the recommendation of the Bel Aire Planning Commission and approves the requested zone change from Neighborhood Commercial Office and Retail District "C-1" to Planned Unit Development Commercial Office and Retail District "C-2", on property described as:

Legal Description
Lot 34, Block C, Cedar Pass Addition, Bel Aire, Sedgwick County, Kansas.

General Description
NW corner of East 53rd Street and North Webb Rd, Bel Aire, Sedgwick County, Kansas

SECTION 2. Effective Date. This Ordinance shall take effect and be in force from and after its adoption by the Governing Body of the City, approval by the Mayor, and publication once on the City website, www.belaireks.gov, which has been designated as the official newspaper of the City for publication of this Ordinance pursuant to Charter Ordinance No. 25.

SECTION 3. Zoning District Map. Upon the effective date of this Ordinance, the property described herein is designated as a Planned Unit Development (PUD). The PUD designation shall be reflected on the Zoning District Map at the City's next regularly scheduled update. The delay in updating the Zoning District Map shall not affect the validity or effectiveness of this Ordinance.

SECTION 4. The City Clerk shall file this Ordinance with the Sedgwick County Register of Deeds.

PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire, Kansas on this 1st day of September, 2026.

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

CITY OF BEL AIRE, KANSAS

_____

Jim Benage, Mayor

ATTEST:

_____

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM:

_____

Maria A. Schrock, City Attorney

City of Bel Aire, Kansas

STAFF REPORT

DATE: September 1, 2026

TO: City Council, City of Bel Aire, Kansas

FROM: James Miller, Facilities Director

RE: Award of RFB No. 2026-003, Commercial Custodial and Janitorial Services

BACKGROUND:
The City maintains four facilities requiring recurring custodial and janitorial services: City Hall, the Police Department, the Recreation Center, and Public Works. The prior custodial arrangement concluded, and on July 28, 2026 the City issued RFB No. 2026-003 to solicit competitive sealed bids for a single, consolidated three-year contract across all four facilities.

A pre-bid facility tour was held August 4, 2026. Six written questions were received before the August 6 deadline and answered by Addendum No. 1, issued August 10 to all registered bidders and posted publicly. Three sealed bids were received by the August 12 deadline and evaluated by the Bid Package Evaluation Team against the RFB's 100-point weighted criteria (Price 60, References 25, Qualifications 10, Completeness 5).

SUMMARY:

BID EVALUATION SCORING MATRIX

RFB No.: 2026-003 **Project / Service Title:** Custodian Bid Review and Scoring

Criterion	Max Pts		Bidder 1 Name	Bidder 2 Name	Bidder 3 Name
Bidder / Company Name			Harris Facility Solution	Jan-Pro	City Wide
Meets Minimum Qualifications (Sec. VI.B)? Y/N			Y	Y	Y
1. PRICE — 60 POINTS (PRIORITY #1)					
Total Annual Bid Price — Option 1 ($) 2x Week	—	With Monthly Recurring Services	$63,824	$98,340	$73,839
Price Score (auto)	**60**		**60.0**	**38.9**	**51.9**
2. REFERENCES — 25 POINTS (PRIORITY #2)					
Reference 1 — Overall Rating (1–5)	—		5	4	5
Reference 2 — Overall Rating (1–5)	—		5	5	5
Reference 3 — Overall Rating (1–5)	—		5	5	5
Reference Points (auto)	**25**		**25.0**	**23.3**	**25.0**
3. QUALIFICATIONS & EXPERIENCE — 10 POINTS					
Qualifications & Experience Score (0–10)	10		10.0	9.0	9.0
4. COMPLETENESS & RESPONSIVENESS — 5 POINTS					
Completeness & Responsiveness Score (0–5)	5		4.0	5.0	5.0
TOTAL SCORE (out of 100)	**100**		**99.0**	**76.3**	**90.9**
RANK (1 = highest score)			**1**	**3**	**2**

Harris Dream Clean LLC, doing business as Harris Facility Solutions, of Wichita, Kansas, submitted the lowest evaluated annual price.

The recommended contract provides for base recurring service at Option 1 frequency (twice weekly) across all four facilities at $33,019.56 annually, plus recurring monthly services (exterior entrance glass cleaning, Recreation Center gymnasium floor deep clean, and return air vent cleaning) totaling $30,804.00 annually, for an estimated total annual contract value of $63,823.56. The Option 1 base service also includes up to 1 additional inclement weather cleaning per week to assist during times of snow, ice, and rain. All cleaning equipment and supplies are provided by Harris Facility Solutions and included in the annual total.

The initial contract term is three years with no change in pricing for the three-year term. Two optional one-year renewals are available if agreed upon by the City and Harris Facility Solutions. The price increase for each additional one-year period is capped at the current three-year average CPI-U for the Midwest Region.

Three bid alternates (carpet deep clean, hard tile floor scuff and buff, and complete exterior window washing at City Hall) are held at the bid prices as options exercisable at the City's discretion.

JANITORIAL SERVICES	HARRIS FACILITY SOLUTIONS		CITY WIDE		JAN-PRO	
	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL
2X/WEEK CLEANING/ ALL FACILITIES	$ 2,751.63	$ 33,019.56	$ 3,819.25	$ 45,831.00	$ 6,680.00	$ 80,160.00
RECURRING - ENTRANCE GLASS 1X/MONTH	$ 400.00	$ 4,800.00	$ 537.00	$ 6,444.00	$ 240.00	$ 2,880.00
REC CENTER GYM FLOOR 1X/MONTH	$ 1,267.00	$ 15,204.00	$ 1,722.00	$ 20,664.00	$ 1,100.00	$ 13,200.00
RETURN AIR VENT CLEANING	$ 900.00	$ 10,800.00	$ 75.00	$ 900.00	$ 175.00	$ 2,100.00
TOTAL	$ 5,318.63	$ 63,823.56	$ 6,153.25	$ 73,839.00	$ 8,195.00	$ 98,340.00
UNPLANNED ADDITIONAL SERVICE 1/MONTH IF NEEDED	$ 800.00	$ 9,600.00	$ 125.00	$ 1,500.00	TBD	TBD
BID ALTERNATES						
CARPET DEEP CLEAN		$ 1,200.00		$ 2,952.81		$ 1,950.00
HARD FLOOR SCUFF AND BUFF		$ 3,300.00		$ 7,745.00		$ 5,600.00
CITY HALL EXTERIOR WINDOW WASHING		$ 1,500.00		$ 1,215.00	1st FLOOR	$ 250.00
TOTAL ALTERNATE SERVICES		$ 6,000.00		$ 11,912.81		$ 7,800.00

FINANCIAL CONSIDERATIONS

The FY27 budget includes $72,650 for full janitorial services. The contract is compliant with the Kansas Cash Basis law, allowing the City to exit the contract if future funding for janitorial services is no longer available.

RECOMMENDATION:

Move to award RFB No. 2026-003, Commercial Custodial and Janitorial Services, to Harris Dream Clean LLC, d/b/a Harris Facility Solutions, as the lowest responsive and responsible bidder at a not to exceed cost of $72,650 per year for a three-year contract term.

REQUEST FOR BID
RFB No. 2026-003
COMMERCIAL CUSTODIAL AND JANITORIAL SERVICES
City Hall • Police Department • Recreation Center • Public Works

BID SCHEDULE	
Issue Date	July 28, 2026
Pre-Bid Facility Tour / Site Walk	August 4, 2026. Contact the Facilities Director to confirm meeting time and location
Questions Deadline	August 6, 2026, 5:00 PM CST. Submit to facilities@belaireks.gov
Addendum Issued (if needed)	On or before August 10, 2026
Bid Due Date	August 12, 2026, 4:00 PM CST
Anticipated Award	September 1, 2026 (City Council)
Contract Start	Upon contract completion and background checks

POINT OF CONTACT / APPROVING OFFICIAL	
Name / Title	James Miller, Facilities Director
Address	7651 E. Central Park Avenue, Bel Aire, KS 67226
Email	facilities@belaireks.gov
Phone	316-744-2451 ext 201 (W) / 316-558-4456 (C)

All communications, questions, clarifications, and bid submissions regarding this RFB must be directed exclusively to the Point of Contact listed above. Bidders shall not contact other City staff, officials, or departments regarding this solicitation. Unauthorized contact may result in disqualification.

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I. Purpose and Overview

The City of Bel Aire, Kansas ("City") invites sealed bids from qualified commercial custodial and janitorial service firms to provide recurring cleaning and sanitation services at four City-owned facilities: City Hall, the Police Department, the Recreation Center, and Public Works. The City seeks a single, competitively priced contract encompassing all facilities to achieve operational efficiency and cost-effectiveness.

Award will be made to the lowest responsible and responsive bidder that meets all specifications, qualifications, and requirements set forth herein. The City reserves the right to reject any or all bids, waive informalities, and award in the best interest of the City.

Facility	Address	Base Frequency	Approx. Sq. Ft.
City Hall	7651 E. Central Park Ave., Bel Aire, KS 67226	Opt. 1: 2x/wk Opt. 2: 3x/wk	Assessed by bidder during walk-through
Police Department	7651 E. Central Park Ave., Bel Aire, KS 67226 (same building as City Hall)	Opt. 1: 2x/wk Opt. 2: 3x/wk	Assessed by bidder during walk-through
Recreation Center	5251 E. 48th St. Bel Aire KS, 67220	Opt. 1: 2x/wk Opt. 2: 3x/wk	Assessed by bidder during walk-through
Public Works	9800 E. 58th St. Bel Aire KS, 67220	Opt. 1: 2x/wk Opt. 2: 3x/wk	Assessed by bidder during walk-through

Note: City Hall and the Police Department are co-located in the same building. They are listed separately due to differing access requirements. Bidders must price each facility separately on the Bid Pricing Form (Exhibit D), and must submit separate pricing for Option 1 (two times per week) and Option 2 (three times per week) service frequency.

II. Submittal Instructions

Bids shall be submitted in a sealed envelope or package, clearly marked on the outside with the following information. Each submission must include one signed hardcopy of the complete bid and one USB or jump drive containing a complete electronic copy of the bid; submissions missing either component will be considered incomplete.

SEALED BID: RFB No. 2026-003
COMMERCIAL CUSTODIAL AND JANITORIAL SERVICES
City of Bel Aire, Office of the Facilities Director
7651 E. Central Park Avenue, Bel Aire, KS 67226
Due: August 12, 2026 at 4:00 PM CST

Bids must be received by the Facilities Director's office no later than 4:00 PM CST on the bid due date. Bids received after this time will not be accepted or considered, regardless of postmark or delivery method. The City accepts no responsibility for delays in mail or courier delivery. Bids may be hand-delivered or mailed to the address above.

Bids shall remain valid and binding for ninety (90) calendar days from the bid due date. This RFB and all related bid information, including any addenda, will be posted at **belaireks.gov/bids**.

All communications regarding this solicitation, including questions, requests for clarification, and bid submissions, must be directed solely to James Miller, Facilities Director, at **facilities@belaireks.gov** or 316-744-2451 ext 201 (W) or 316-558-4456 (C). Bidders shall not contact any other City staff, department, or official regarding this solicitation. Unauthorized contact may result in disqualification.

III. Scope of Work

The following scope of work applies to all four facilities. Task frequencies reflect minimum required service levels. The Contractor shall perform all tasks listed at no less than the frequencies specified. Additional tasks or frequencies may be added by mutual written agreement. The City is soliciting base pricing under two service frequency options: Option 1 (two

times per week) and Option 2 (three times per week). Task-level frequencies designated “Each visit” below apply at every scheduled visit under either option; only the number of weekly visits differs between the two options.

A. General Requirements

A.1 Service Hours

All cleaning services shall be performed after regular City business hours. Standard City business hours are Monday through Friday, 8:00 AM to 5:30 PM. All cleaning shall be completed outside these hours unless explicitly authorized in writing by the Facilities Director on a case-by-case basis. Typical service windows are:

- Weekday evenings: 5:30 PM – 11:00 PM (preferred)
- Early morning: 4:00 AM – 7:30 AM
- Weekend scheduling may be required for periodic deep cleaning tasks

A.2 Vendor-Supplied Materials and Supplies

The Contractor shall furnish, at its own expense, all cleaning materials, chemicals, tools, equipment, and restroom or janitorial consumable supplies required to perform services under this contract, including:

- All cleaning agents, disinfectants, degreasers, glass cleaners, and floor treatments
- Trash bags in all sizes appropriate to receptacles on site
- Paper towels, toilet tissue, hand soap, and hand sanitizer for all dispensers
- Mops, brooms, vacuum cleaners, floor buffers or scrubbers, and related equipment
- Microfiber cloths, scrub pads, and related consumable cleaning supplies
- All products shall be commercial grade and appropriate for the surface being cleaned
- All chemical products shall have current Safety Data Sheets (SDS) on file and available upon request
- Contractor shall maintain adequate stock of all consumables to ensure uninterrupted service; supply shortfalls shall not constitute an acceptable reason for incomplete service

The City will provide secure storage space at each facility for the Contractor’s non-chemical supplies and equipment (for example, toilet tissue, paper towels, vacuums, and mops). The City will not provide storage for cleaning chemicals; Contractor shall arrange its own secure storage or daily transport for all chemical products.

A.3 Inclement Weather Additional Cleaning

The contract includes one (1) additional cleaning visit per week available at the City's discretion for inclement weather response. This provision applies primarily to City Hall, the Police Department, and Public Works, where snow, ice melt, mud, and road salt are tracked into facilities during winter months.

- The Facilities Director or designee will initiate the additional visit by notifying the Contractor's designated contact via phone or email
- Contractor shall respond and deploy to the designated facility within twenty-four (24) hours of notification
- Inclement weather cleaning includes entry area mopping, mat service, floor protection treatment, salt and debris removal from hard floors and mats, and trash removal as needed
- The inclement weather visit is included in the annual contract price; it is not an a-la-carte add-on
- If more than one additional visit is required in a given week, additional visits beyond the first shall be billed at the Contractor's stated service rate per the Bid Pricing Form (Exhibit D)

A.4 Personnel Requirements

The Contractor shall assign dedicated, trained custodial staff to City facilities. The following personnel requirements apply:

- All Contractor employees must be legally authorized to work in the United States
- Contractor is responsible for all hiring, supervision, discipline, training, and termination of its staff
- All employees assigned to City facilities must wear a company-identifiable uniform or vest while on City property
- Contractor must maintain a current list of all employees authorized to access City facilities and provide it to the Facilities Director upon request and whenever changes occur

- The City reserves the right to request the immediate removal and permanent reassignment of any Contractor employee from City premises for cause

A.5 Personnel Background Check Requirement

All Contractor personnel assigned to any City facility under this contract are subject to the background check requirements below, without exception, as personally identifiable information and other sensitive records may be present at any City facility, not solely the Police Department. Personnel who will have unescorted access to the Police Department are subject to additional CJIS/KCJIS requirements; see Exhibit C.

- All Contractor employees who will access any City facility must successfully complete a criminal background check prior to their first day of service
- The background check process will be coordinated through the Facilities Director
- The City reserves the right to deny facility access to any individual who fails the background check
- Background check results are confidential; the Contractor will be notified only of approval or denial, not of the specific basis
- If a cleared employee is no longer assigned to a City facility, any replacement must be cleared before assuming duties
- Contractor shall plan for sufficient time in the mobilization period for background check processing; delays due to background check processing shall not excuse failure to perform

A.6 Restricted Areas: Police Department

The following areas within the Police Department are restricted and shall not be entered by Contractor personnel under any circumstances:

- Property / Evidence Room
- Armory
- Interview Rooms
- Uniform Supply Room

Contractor personnel found in restricted areas without authorization may result in immediate termination of the contract. Contractor must brief all assigned employees on restricted area boundaries prior to initial service and document that briefing.

A.7 Key and Access Control

- The Facilities Director will coordinate issuance of keys, key fobs, or access codes required to enter City facilities after hours
- Contractor shall sign a Key/Access Receipt for all keys or access credentials issued
- Keys and access credentials shall not be duplicated or shared with unauthorized individuals
- Lost keys or credentials must be reported to the Facilities Director immediately; costs of re-keying or credential replacement due to Contractor negligence shall be borne by the Contractor
- All keys and credentials shall be returned upon contract expiration or termination

A.8 Supervision and Quality Control

- Contractor shall designate a supervisory contact available to the Facilities Director by phone or email during all service hours
- Contractor shall conduct periodic quality inspections of its own work and document findings
- The Facilities Director or designee will conduct periodic unannounced inspections and report deficiencies to the Contractor in writing
- Deficiencies must be corrected within twenty-four (24) hours of written notice for routine items, or within four (4) hours for urgent sanitation issues
- Persistent or repeated deficiencies may result in contract deduction or termination

B. City Hall

City Hall is located at 7651 E. Central Park Avenue, Bel Aire, KS 67226, in the same building as the Police Department. Base service frequency: Option 1 – 2 times per week; Option 2 – 3 times per week (after duty hours). City Hall is a multi-

level facility with offices, a public-facing lobby and hallways, a council chamber, a senior activity room, conference rooms, kitchenettes, and restrooms.

Area / Space	Task(s)	Frequency
General Offices	Empty and reline trash and recycling receptacles Vacuum carpets Clean glass side panels adjacent to office doors Wipe down exposed desk and work surfaces (accessible areas) Private office(s) may be locked and no-entry; occupant(s) will place trash outside door for collection	Each visit
Kitchenettes / Conference Rooms	Wipe down countertops, sink, table, and shelving surfaces (upstairs and downstairs kitchenettes) Vacuum floor Empty trash and recycling	Each visit
Upstairs Hallway / Stairwell	Vacuum hallway Sweep and clear debris from all steps Remove tracked-in debris promptly	Each visit
Elevator	Clean and disinfect control panel, buttons, and handrails Vacuum or sweep and damp mop elevator floor Clean interior and exterior elevator doors and door tracks Spot-clean interior wall panels and mirrors	Each visit
Council Chambers	Dust all council member stations and furniture Vacuum floor and seating areas Empty trash and recycling	Monthly / each visit for trash
Senior Activity Room	Wipe tables, chair armrests, and bookcase surfaces Vacuum floor Empty trash and recycling	Each visit
Downstairs Foyer, Lobby, and Hallways	Vacuum carpeted areas Clean interior glass and glass entry doors Empty trash and recycling receptacles	Each visit
Restrooms	Sanitize toilets, urinals, and sinks Clean mirrors Sweep and mop floors Restock paper towels, toilet tissue, hand soap Empty trash, recycling, and sanitary bins	Each visit
Shredder Bins	Empty shredder collection bins	Per trash schedule

Cleaning supplies for all City Hall areas shall be provided and maintained by the Contractor. Exterior first-floor glass cleaning is addressed under Section III.F, Citywide Recurring Services. Annual carpet deep cleaning and hard floor scuff and buff are priced as Bid Alternate 1, and complete exterior window washing is priced as Bid Alternate 2, both under Section III.G, Bid Alternates.

C. Police Department

The Police Department occupies a secured portion of the same building as City Hall at 7651 E. Central Park Avenue. Base service frequency: Option 1 – 2 times per week; Option 2 – 3 times per week (after duty hours). The Police Department is included in the inclement weather additional cleaning provision described in Section III.A.3.

IMPORTANT: All personnel assigned to this facility are subject to the background check requirement in Section III.A.5 and the CJIS/KCJIS requirements in Exhibit C. The areas listed below are permanently restricted per Section III.A.6.

Area / Space	Task(s)	Frequency
All Serviceable Areas (offices, hallways, break rooms, lobby, restrooms, except restricted areas)	Empty and reline all trash and recycling receptacles Sweep and mop all hard floors Vacuum all carpeted areas Wipe down surfaces, desks, countertops (accessible) Clean interior glass and glass panels	Each visit
Restrooms	Sanitize toilets, urinals, and sinks Clean mirrors Sweep and mop floors Restock paper towels, toilet tissue, hand soap Empty trash, recycling, and sanitary bins	Each visit
Entry / Lobby Areas (Winter)	Damp mop entry areas; remove salt, mud, and melt debris Service and vacuum entry mats; replace if saturated	Each visit, Nov–Mar
RESTRICTED: DO NOT ENTER	Property/Evidence Room | Armory | Interview Rooms | Uniform Supply Room	N/A

D. Recreation Center

Base service frequency: Option 1 – 2 times per week; Option 2 – 3 times per week (after duty hours), with no seasonal frequency adjustment. The Recreation Center includes a public lobby and front desk area, restrooms, offices, gymnasium, fitness center, two activity rooms, and a senior center. The Recreation Center pool is a separate facility and is not included in this contract; pool-area service is performed by City recreation staff.

Area / Space	Task(s)	Frequency
Lobby, Hallways, and Front Desk	Sweep and mop hard floors Vacuum and service doormats Clean glass in entry doors Dust window ledges Wipe countertops at front desk	Each visit
Restrooms	Sanitize toilets, urinals, and sinks Clean mirrors Sweep and mop floors Restock soap, paper towels, toilet tissue Empty trash and recycling receptacles	Each visit
Offices	Vacuum carpets Wipe desktops and accessible furniture Empty trash and recycling receptacles	Each visit

Area / Space	Task(s)	Frequency
Gymnasium	Sweep and damp mop gym floor Vacuum and scrub floor (deep clean) Empty trash and recycling	Each visit; deep clean monthly
Activity Room 1 (Hard Floor)	Sweep and mop floor Wipe sink and countertops Restock soap / paper supplies Empty trash and recycling	Each visit
Activity Room 2 (Carpeted)	Vacuum floor Empty trash and recycling	Each visit
Fitness Center	Sanitize all exercise equipment surfaces Clean mirrors Vacuum and mop / wet-clean floor Restock cleaner / paper supplies Empty trash and recycling	Each visit
Senior Center	Vacuum floor Wipe tables and chair armrests Wipe window ledges Empty trash and recycling	Each visit

E. Public Works

Base service frequency: Option 1 – 2 times per week; Option 2 – 3 times per week (after duty hours). Public Works is a working operations facility that includes office areas, restrooms, a break room, and common areas. The facility experiences higher levels of tracked-in dirt, grease, and debris due to the nature of field operations. The inclement weather additional visit provision (Section III.A.3) applies to this facility.

Area / Space	Task(s)	Frequency
Offices	Empty and reline trash and recycling receptacles Sweep and mop hard floors Vacuum carpeted areas Wipe down accessible work surfaces and countertops	Each visit
Restrooms	Sanitize toilets, urinals, and sinks Clean mirrors Sweep and mop floors Restock paper towels, toilet tissue, hand soap Empty trash, recycling, and sanitary bins	Each visit
Break Room	Wipe countertops and sink Empty trash and recycling Sweep and mop floor	Each visit
Hallways and Common Areas	Sweep and mop hard floors Remove tracked-in debris and mud from entryways Clean interior glass / entry doors	Each visit
All Trash and Recycling	Empty all interior trash and recycling receptacles and replace liners	Each visit

F. Citywide Recurring Services

The following services apply uniformly across all four facilities and are included in the base annual contract price unless otherwise noted on the Bid Pricing Form (Exhibit D). Annual carpet deep cleaning, hard floor scuff and buff, and complete exterior window washing are not included in the base price; they are priced separately as Bid Alternates under Section III.G.

Service	Scope	Frequency
Exterior Entrance Glass Cleaning	Exterior windows, glass entry doors, and glass side panels at facility entrances only, at each facility	Monthly
Gym Floor Vacuum / Scrub (Deep Clean)	Recreation Center gymnasium	Monthly
Return Air Vent Cleaning	All accessible vents	Monthly

G. Bid Alternates

The following services are not included in the base annual contract price. Bidders shall price these items separately as Bid Alternates on the Bid Pricing Form, Exhibit D, Section 4. The City may accept, reject, or partially accept either alternate at its sole discretion, independent of and without affecting award of the base contract.

Service	Scope	Frequency
Alternate 1: Carpet Deep Cleaning / Extraction	All carpeted areas at all four facilities	Annually
Alternate 1: Hard Floor Scuff and Buff	All hard (tile/linoleum) floors at all four facilities	Annually
Alternate 2: Complete Exterior Window Washing	All exterior windows, full perimeter, at City Hall only	Annually

Alternate 1 combines annual carpet deep cleaning/extraction and hard floor scuff and buff into a single yearly service event at each facility. Alternate 2 covers a complete, full-perimeter exterior window washing at City Hall once per year, distinct from the monthly exterior entrance glass cleaning included in the base price under Section III.F.

V. Performance Standards

The Contractor's work shall meet or exceed the following industry-recognized custodial performance benchmarks. These standards supplement, and do not replace, the specific task frequencies in Section III.

Cleanliness Rating Benchmark

The City evaluates completed work against the widely used five-level cleanliness rating framework common in institutional and municipal facility management:

- Public-facing areas (lobbies, entries, council chambers, front desks): maintained at Level 1, Orderly Spotlessness. Floors and surfaces free of stains, marks, and dust; no odors; trash and recycling containers empty and clean.
- General work areas (offices, break rooms, hallways, restrooms): maintained at Level 2, Ordinary Tidiness. Floors and surfaces free of visible dirt and debris between scheduled visits, with only minor and infrequent inconsistencies.
- Back-of-house and operational areas (Public Works common areas): maintained at Level 3, Casual Inattention or better, consistent with the working nature of the facility.

Restroom Servicing Standard

- Restrooms shall be fully serviced (sanitized fixtures and high-touch surfaces, including door handles and stall handles; restocked consumables; emptied trash and recycling) at every scheduled visit, consistent with standard industry practice for public-access facilities
- No restroom shall go more than one scheduled service cycle without consumable restock verification

Response and Correction Time Standards

- Routine deficiencies identified by City inspection: corrected within twenty-four (24) hours of written notice
- Urgent sanitation issues (spills, restroom failures, bodily fluid spills such as vomit, urine, or feces beyond normal fixture use): corrected within four (4) hours of written notice
- Inclement weather response: Contractor shall deploy within twenty-four (24) hours of notification per Section III.A.3

Quality documentation practices such as third-party certification (e.g., a recognized cleaning industry management standard) and documented supervisor walk-throughs are viewed favorably but are not mandatory minimums for this contract.

V. Contract Terms

V.1 Term

The contract term shall be three (3) years from the date of award, with the option to renew for up to two (2) additional one-year terms upon mutual written agreement of both parties and satisfactory performance. Renewal beyond the initial three-year term is not automatic; the City will provide written notice of intent to renew no fewer than sixty (60) days prior to expiration of the term then in effect.

V.2 Pricing

Pricing shall remain firm for the initial contract term. Price adjustments for renewal terms, if any, must be submitted in writing no fewer than sixty (60) days prior to renewal and shall not exceed the three-year average of the Consumer Price Index – All Urban Consumers (CPI-U) for the Midwest Region, unless otherwise approved by the Facilities Director.

V.3 Termination

The City may terminate this contract for convenience with thirty (30) days written notice. The City may terminate immediately for cause upon written notice if the Contractor fails to perform material obligations and does not cure such failure within five (5) business days of written notice of deficiency.

V.4 Performance and Remedies

Failure to complete scheduled service visits, repeated quality deficiencies measured against the standards in Section IV, or failure to meet any material requirement of this contract may result in:

- Written warning and correction requirement
- Monetary deduction from the monthly invoice proportional to incomplete service
- Contract termination for cause

VI. Bid Terms

A. Questions and Contact Information

All questions must be submitted in writing to James Miller, Facilities Director, at facilities@belaireks.gov no later than August 6, 2026 at 5:00 PM CST. Answers will be issued in writing via addendum to all registered bidders and posted at belaireks.gov/bids. Questions will not be answered verbally, by telephone, or in person; only written addenda are official. Bidders should confirm receipt of all addenda issued prior to bid submission. All bid submissions must also be delivered to James Miller as the sole Point of Contact identified on the cover page of this RFB.

B. Minimum Firm Qualifications

Bidders shall:

- Have proper certification(s) or license(s) applicable to commercial custodial services
- Ensure that all work meets applicable local, state, and federal laws, regulations, and ordinances
- Have the capacity to obtain and maintain all required insurance per Section VI.E
- Provide appropriate supervision and quality control procedures per Section III.A.8
- Have appropriate materials, equipment, and labor to perform the work safely and efficiently, at the Contractor's sole cost

C. Evaluation Criteria

This is a Request for Bid solicitation. Award will be made to the responsive and responsible bidder achieving the highest score on the 100-point weighted scale below, subject to the Minimum Qualifications Gate described after the table.

Evaluation Criterion	Weight
1. Price (Option 1 total annual bid price, all facilities combined)	60 points, Priority #1
2. References	25 points, Priority #2
3. Qualifications & Experience	10 points
4. Completeness & Responsiveness of Bid	5 points

The methodology for each criterion follows.

C.1 Price (60 points, Priority #1)

Price is scored using each bidder's Total Annual Bid Price under Option 1 (two times per week service), the RFB's primary award basis, from the Bid Pricing Form, Exhibit D, Section 1. The lowest responsive, responsible bid receives the full 60 points. Every other bid is scored proportionally using the formula:

Price Score = (Lowest Bid ÷ This Bidder's Bid) × 60

C.2 References (25 points, Priority #2)

The City will contact the minimum of three references submitted under Section VII, item 3. Each reference is rated 1–5 on the following factors, which are averaged to a single overall rating for that reference:

- Quality of work
- Reliability / timeliness
- Responsiveness / communication
- Overall satisfaction / would rehire

The overall ratings for all references contacted are averaged and scaled to 25 points:

Reference Points = (Average of Reference Ratings ÷ 5) × 25

C.3 Qualifications & Experience (10 points)

Scored 0–10 based on years in business, experience with comparable scope and size contracts (particularly governmental accounts), staffing plan, and other qualifications submitted under Section VII, item 2.

C.4 Completeness & Responsiveness of Bid (5 points)

Scored 0–5 based on whether the bid package is complete, clearly organized, and responsive to every requirement in Section VII.

Minimum Qualifications Gate

Before scoring, the City will confirm that each bidder meets the following requirements. A bidder that fails any of the following will not be scored or considered for award, regardless of price or references:

- Complete and responsive submittal (all required documents per Section VII)
- Background check acknowledgment for all assigned personnel (Section VII, item 5)
- Minimum three (3) references from comparable accounts submitted (Section VII, item 3)
- Insurance requirements met (Section VI.E)

Award will be based on Option 1 (two times per week) base pricing as the primary evaluation criterion. Option 2 (three times per week) pricing and Bid Alternates 1 and 2 are requested for the City's informational and budgetary purposes and may be added to the resulting contract at the City's sole discretion, at the prices bid. The City reserves the right to conduct site visits, interview bidders, contact references, or request additional information prior to award. Award is contingent upon City Council approval if required by City ordinance or purchasing policy. Scores are tallied on the companion Bid Evaluation Scoring Worksheet, which applies this same 100-point weighting and is used internally by the evaluation committee; it is not distributed to bidders.

D. Request for Bid Timeline

Milestone	Date
Issue Date	July 28, 2026
Pre-Bid Facility Tour / Site Walk	August 4, 2026
Questions Deadline	August 6, 2026, 5:00 PM CST
Addendum Issued (if needed)	On or before August 10, 2026
Bid Due Date	August 12, 2026, 4:00 PM CST
Anticipated Award	September 1, 2026 (City Council)
Contract Start	Upon contract completion and background checks

Dates are provided for planning purposes and are subject to change by written addendum. Contact James Miller, Facilities Director, to confirm any dates.

E. Insurance Requirements

The Contractor shall obtain and maintain the following insurance coverages throughout the contract term and provide Certificates of Insurance to the City prior to commencement of services:

- Commercial General Liability: $1,000,000 per occurrence / $2,000,000 aggregate
- Automobile Liability: $1,000,000 combined single limit
- Workers' Compensation: Statutory limits per Kansas law
- Employer's Liability: $500,000 per occurrence

The City of Bel Aire shall be named as an additional insured on all Commercial General Liability and Automobile Liability policies. Contractor shall provide thirty (30) days written notice to the City prior to cancellation or material change of any required policy.

VII. Bid Submittal Requirements

Each bid package must include the following items, in order:

1. Bid Pricing Form (Exhibit D): Complete all fields, including pricing for both Option 1 and Option 2 service frequencies and both Bid Alternates. Unsigned or incomplete pricing forms will result in disqualification.
2. Addendum Acknowledgment: Signed statement listing every addendum issued for this RFB, if any, and confirming the bidder has reviewed and incorporated each into its bid.
3. Company Information and Qualifications: Company name, address, phone, email, years in business, and a brief description of experience providing commercial custodial services to governmental or municipal clients.
4. References: Minimum three (3) verifiable references from current or recent commercial or governmental custodial service contracts of comparable scope. Include client name, contact name and phone, facility type, services provided, contract period, and annual contract value.
5. Certificate of Insurance: Current certificate demonstrating all required coverages per Section VI.E, or a signed statement from the bidder’s insurance agent or carrier confirming the bidder’s ability to obtain such coverage if awarded the contract. The successful bidder must provide an updated certificate naming the City as additional insured prior to contract execution.
6. Background Check Acknowledgment: Signed statement affirming that all Contractor personnel assigned to any City facility will submit to and pass a background check as a condition of service, per Section III.A.5 and, for personnel accessing the Police Department, Exhibit C.
7. Subcontractor Disclosure: If any subcontractors will be used, identify them by name and describe their role. Subcontracting is subject to City approval per Exhibit B. Any approved subcontractor is required to comply with all terms and conditions of the resulting contract to the same extent as Contractor, per Exhibit A, Section 23.

8. Signed Bid Certification: A signed certification that all information provided is accurate and complete, that the bidder agrees to the terms of this RFB, and that the pricing submitted is binding for ninety (90) days from the bid due date.

All submittals must be delivered to James Miller, Facilities Director, as the sole Point of Contact, at the address and by the deadline specified in Section II.

VIII. Bidder Information and Certification

VIII.A Bidder Information

Field	Response
Legal Business Name	
DBA (if applicable)	
Business Address	
Phone	
Email	
Primary Contact Name / Title	
Kansas Business License No. (if applicable)	
Years in Business	
Federal EIN	

VIII.B Certification

The undersigned hereby certifies that:

- All information provided in this bid is accurate and complete.
- The bidder agrees to all terms and conditions set forth in RFB No. 2026-003, including Exhibits A, B, C, and D.
- Pricing submitted is firm and binding for ninety (90) days from the bid due date.
- All Contractor personnel assigned to any City facility will submit to and pass a background check prior to service.
- The bidder will supply all cleaning materials and consumables at no additional cost to the City.
- All services will be performed after City business hours unless otherwise authorized in writing.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Any requested changes to exhibits A, B, and C may be submitted with your proposal for consideration. The City reserves the right to accept or deny any or all requested changes.

EXHIBIT A

CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

The following provisions are mandatory and shall be incorporated by reference into any contract awarded pursuant to this RFB. In the event of conflict, these provisions shall control.

1. Terms Herein Controlling Provisions.

The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.

2. Choice of Law.

This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

3. Termination Due to Lack of Funding Appropriation.

If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Title to any such equipment shall revert to Contractor upon effective termination. Termination under this paragraph shall not cause any penalty to be charged to either party.

4. Disclaimer of Liability.

As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.). City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. The duty to indemnify or hold harmless includes the duty to defend. This clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.

5. Acceptance of Agreement.

This Agreement shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.

6. Arbitration, Damages, Jury Trial and Warranties.

The City does not accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance. The City does not consent to a jury trial to resolve any disputes and expressly denies such consent. Contractor waives its right to a jury trial. No provision of any document within the Agreement will be given effect which attempts to exclude, modify, disclaim, or otherwise limit implied warranties of merchantability and fitness for a particular purpose.

7. Representative's Authority to Contract.

By signing this Agreement, the representative of the Contractor represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by its provisions.

8. Federal, State and Local Taxes.

Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered under this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases; these taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. Insurance.

City shall not be required to purchase any insurance against any liability, loss, or damage to which this Agreement relates, nor shall this Agreement require City to establish a self-insurance fund. Subject to the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. Conflict of Interest.

Contractor shall not knowingly employ, during the period of this Agreement or any extensions, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature. Contractor shall not knowingly employ any City employee who has participated in the making of this Agreement until at least two years after termination of that employee's City employment.

11. Confidentiality.

Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance. No private or confidential data collected, maintained, or used in the course of this Agreement shall be disseminated by either party except as authorized by statute, during the Agreement or thereafter. Contractor must return any data furnished by City promptly upon request, and upon termination or expiration of this Agreement, shall not use such data for any purpose and shall destroy or render it unreadable where so instructed.

12. Cash Basis and Budget Laws.

The right of City to enter into this Agreement is subject to the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed to ensure City remains in conformity with such laws, and City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may violate such laws.

13. Anti-Discrimination Clause.

The Kansas Act Against Discrimination (K.S.A. 44-1001 et seq., as amended) requires Contractor to observe its provisions and not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, or age; to include "Equal Opportunity Employer" in all solicitations or advertisements for employees; to inform the Kansas Human Rights Commission and/or City, upon request, of its recruitment and screening practices; and to include these provisions in each subcontract or purchase order. Contractor shall comply with the Civil Rights Act of 1964 as amended, the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, and 11141, Part 60 of Title 41 of the Code of Federal Regulations, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, the Americans with Disabilities Act, and any laws or regulations promulgated thereunder.

14. Suspension / Debarment.

Contractor acknowledges that a person or entity debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. Contractor shall notify City in writing within five (5) business days if Contractor is debarred or suspended under SAM. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of such notice. Contractor shall also determine whether any subcontractor performing work under this Agreement has been debarred or suspended and notify City within the same five (5) business days.

15. Compliance with Law.

Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether such laws are specifically referenced herein.

16. No Assignment.

The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.

17. Third Party Exclusion.

This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, directly or indirectly, any third party or member of the public. No third party may sue for damages based on the terms or performance of this Agreement.

18. No Arbitration.

The Contractor and City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

19. Bankruptcy.

Contractor shall be considered in default of this Contract in the event Contractor applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property; is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature; makes a general assignment for the benefit of creditors; is adjudicated bankrupt or insolvent; or files a voluntary petition in bankruptcy or a petition seeking reorganization or an arrangement with creditors.

20. Ownership of Data.

All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of City.

21. Tariffs.

If Contractor chooses to use foreign products or goods during the execution of this Agreement, Contractor shall not directly invoice tariff costs to City. City will consider a reasonable price adjustment only after conclusion of the initial contract term, but reserves the right not to pick up option years if, in its sole discretion, the price increase no longer provides best value to City.

22. Contractor Use of Artificial Intelligence.

City does not consent to, and expressly rejects, Contractor's use of Artificial Intelligence note takers in, and recordings of, meetings with City officials and staff unless specifically approved by City (project manager or higher) prior to the meeting, including use by Contractor for training its AI programs, services, and platforms. Any transcripts, recordings, summaries, or AI-generated outputs approved by City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon City's request shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve an exemption from these requirements.

23. Subcontracting.

Contractor may utilize subcontractors only with the prior written approval of City, as provided in Exhibit B. Any portion of the work performed by a subcontractor shall be performed in full compliance with, and the subcontractor shall be bound by, all terms, conditions, specifications, and requirements of this Agreement, including but not limited to insurance, background check, confidentiality, non-discrimination, and performance standards provisions, to the same extent as Contractor. Contractor shall remain fully and solely responsible to City for the acts, omissions, and performance of any subcontractor and its employees as though such acts, omissions, or performance were those of Contractor. Use of a subcontractor shall not relieve Contractor of any obligation under this Agreement.

EXHIBIT B

CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities, including payment of state, federal, and social security taxes, unemployment taxes, workers' compensation, and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City, and Contractor shall indemnify City for its failure to comply with these responsibilities.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including unemployment insurance benefits, workers' compensation coverage, or health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and agrees to indemnify City for any such claims related to Contractor's operations or performance of services.
3. The parties acknowledge and agree that City will not require Contractor to work exclusively for City; establish means or methods of work for Contractor, except that City may provide plans and specifications but will not oversee the actual work; pay Contractor a salary or hourly rate but rather a fixed or contract rate; provide training for Contractor on performance of services; provide tools or benefits to Contractor; or pay Contractor personally (City will make all checks payable to the trade or business name under which Contractor does business).
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party, including employees, agents, subcontractors, sub-subcontractors, and vendors, onto the project site.
6. If Contractor is given written permission to have other parties on site, and Contractor engages any other party that may be deemed an employee of Contractor, Contractor will be required to provide appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor and take full responsibility for any liability created by any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and is not required to work exclusively for City.
9. All services are to be performed at the risk of Contractor, and Contractor shall take all precautions necessary for the safety of its and City's employees, agents, subcontractors, sub-subcontractors, vendors, and members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations, and each party shall maintain their operations as separate and distinct.

Contractor Signature: _____ Date: _____

Printed Name: _____

Title: _____

Business Name: _____

For City of Bel Aire:

James Miller, Facilities Director Date: _____

7651 E. Central Park Avenue, Bel Aire, KS 67226

facilities@belaireks.gov | 316-558-4456

EXHIBIT C

CITY OF BEL AIRE POLICE DEPARTMENT CJIS/KCJIS ACCESS REQUIREMENTS

This Exhibit sets forth the background check and security requirements applicable to any Contractor personnel who will have unescorted, unattended access to the Bel Aire Police Department after hours, under the FBI Criminal Justice Information Services (CJIS) Security Policy and the Kansas Criminal Justice Information System (KCJIS). It supplements Section III.A.5 and Section III.C of this RFB.

1. Background Check

Before any Contractor employee is granted unescorted access to the Police Department, that employee must complete a fingerprint-based criminal history record check through the Kansas Bureau of Investigation (KBI) and the FBI. The City will coordinate fingerprinting and submit personnel for identification. Unescorted access will not be granted until both checks have cleared.

2. Security Awareness Training

All Contractor personnel who will have unescorted access must complete CJIS Security Awareness Training before beginning work at the Police Department.

3. CJIS Security Officer Approval

Final approval for unescorted access rests with the Police Department's CJIS Security Officer (CSO). No Contractor personnel may access secure areas unescorted until the CSO has authorized that access.

4. No Unescorted Access Before Clearance

Any Contractor employee who has not completed the background check, training, and CSO authorization above must be escorted by Police Department staff at all times while on the premises.

Any additional eligibility requirements will be determined by the Police Department's CJIS Security Officer under current KBI and FBI policy. The City recommends that the Police Department's CJIS Security Officer review this Exhibit before the RFB is issued to confirm it reflects current requirements.

EXHIBIT D

BID PRICING FORM

Complete all fields. Provide pricing for each facility separately. All pricing shall include all labor, supervision, materials, supplies, chemicals, equipment, and overhead. The City is exempt from Kansas sales tax.

1. Base Recurring Service Pricing, Annual

Option 1: Two (2) Times Per Week Service

Facility	Visits / Week	Monthly Price ($)	Annual Price ($)	Notes
City Hall	2			
Police Department	2			
Recreation Center	2			
Public Works	2			
TOTAL ANNUAL, OPTION 1 (All Facilities)				

Option 2: Three (3) Times Per Week Service

Facility	Visits / Week	Monthly Price ($)	Annual Price ($)	Notes
City Hall	3			
Police Department	3			
Recreation Center	3			
Public Works	3			
TOTAL ANNUAL, OPTION 2 (All Facilities)				

2. Inclement Weather Additional Visit, Per Visit Rate

One inclement weather visit per week is included in the annual contract price (Section III.A.3). Additional visits beyond the included one visit per week, if authorized, will be invoiced at the following rates:

Facility	Included Visits / Week	Service Rate ($/visit)
City Hall	1 included	
Police Department	1 included	
Public Works	1 included	
Rec Center	1 included	

3. Citywide Recurring and Periodic Services

Service	Unit / Frequency	Unit Price ($)
Exterior Entrance Glass Cleaning (All Facilities)	Per event (monthly)	
Rec Center: Gym Floor Vacuum/Scrub	Per event (monthly)	

Service	Unit / Frequency	Unit Price ($)
Rec Center: Return Air Vent Cleaning	Per event (monthly)	
Service Rate: Unplanned Additional Service	Per service call	

4. Bid Alternates

Price each Bid Alternate separately. These prices are not included in the Option 1 / Option 2 base totals above and will not affect the primary award determination.

Service	Unit / Frequency	Unit Price ($)
Alternate 1: Carpet Deep Cleaning / Extraction (All Facilities)	Per event (annually)	
Alternate 1: Hard Floor Scuff and Buff (All Facilities)	Per event (annually)	
Alternate 1 Total (All Facilities)	**Per event (annually)**	
Alternate 2: Complete Exterior Window Washing (City Hall Only)	Per event (annually)	

5. Addendum Acknowledgement

Place an X by each issued addendum to confirm acknowledgement. Addendums will be posted to www.belaireks.gov/bids:

Addendum #1:_____ Addendum #2:_____ Addendum #3:_____

CITY OF BEL AIRE, KANSAS

RFB No. 2026-003

Commercial Custodial and Janitorial Services

ADDENDUM NO. 1

Date Issued	August 10, 2026
Issued By	James Miller, Facilities Director
Distribution	All registered bidders; posted at belaireks.gov/bids
Bid Due Date	August 12, 2026, 4:00 PM CST (unchanged)

This Addendum responds to written questions received from a prospective bidder prior to the questions deadline of August 6, 2026, 5:00 PM CST. It is issued under Section VI.A of the RFB.

Bidders must acknowledge receipt of this Addendum in two places: the Addendum Acknowledgment required by Section VII, item 2, and the acknowledgment block at Exhibit D, Section 5. A bid that does not acknowledge this Addendum may be found non-responsive.

Except as expressly stated below, all terms, conditions, specifications, scope, and pricing requirements of RFB No. 2026-003 remain unchanged. The information provided in response to Questions 1 through 3 is furnished for bidder planning purposes only and does not establish a contractual guarantee of occupancy, traffic, staffing, or event levels.

Questions and Responses

Question 1: Approximately how many employees work in each building?

Approximate employee counts, excluding pool staff and seasonal employees:

- City Hall: 17
- Police Department: 17
- Recreation Center: 9
- Public Works: 13

Counts are approximate and provided for planning purposes only.

Question 2: Approximately how many public visitors does each building receive on a typical day?

Approximate typical-day public visitor volume:

- City Hall (7651 E. Central Park Ave.), including community and senior center activities: 40 to 50 per day
- Police Department (7651 E. Central Park Ave.): not applicable; the facility does not receive regular public throughput
- Recreation Center (5251 E. 48th St.): approximately 50 per day
- Public Works (9800 E. 58th St.): not applicable; the facility does not receive routine public visitor traffic

Figures represent a typical business day and exclude the events identified in Question 3.

Question 3: Are there seasonal events or programs that significantly increase building traffic?

Yes. The following recurring events and programs increase traffic above typical daily levels.

City Hall

Event / Program	Timing	Approx. Attendance
Municipal Court	1st and 3rd Wednesday, monthly	~200
National Night Out	One-day event, summer; date TBD	~1,000
Elections	2 to 3 times per year	Varies
Senior dinners (community room)	March, September, December	~40

Recreation Center, major events

Event / Program	Timing	Approx. Attendance
Spring Festival	Weekend before Easter	~3,000
Christmas in Bel Aire	First Saturday in December	~3,000

Recreation Center, sports programs

Program	Season
Basketball	January to February, and December
Indoor soccer	February to April
Baseball programs	April to early July
Outdoor soccer, flag football, volleyball	August to October
Summer Day Camp	Last week of May to second week of August

Indoor sports programs draw approximately 50 participants and spectators per weekday and approximately 400 on Saturdays.

Clarification: this Addendum does not add event-based or post-event cleaning to the base scope. The task tables and frequencies in Section III are unchanged. If the City requests cleaning associated with a specific event beyond the scheduled visits, it would be requested and invoiced under Service Rate: Unplanned Additional Service, Exhibit D, Section 3.

Question 4: On average, how many inclement weather cleanings have been requested each year?

The City's historical experience is that no additional inclement weather cleanings were requested while operating on a three-times-per-week service schedule. The City does not have historical data for a two-times-per-week schedule.

The one additional visit per week described in Section III.A.3 remains available at the City's discretion under either service option and is included in the annual contract price.

Question 5: Is the additional inclement weather cleaning limited to entryways and weather-affected areas, or does it include all hard floors and trash throughout the building?

It is limited to entryways and weather-affected areas. The scope is as stated in Section III.A.3: entry area mopping, mat service, floor protection treatment, salt and debris removal from hard floors and mats, and trash removal as needed. It is not a full building service visit.

Question 6: If occupancy or public traffic materially increases during the contract term, would the City consider an equitable contract adjustment to account for increased consumable usage?

Pricing is firm for the initial contract term under Section V.2, and the Contractor furnishes all consumable supplies at its own expense under Section III.A.2 and the certification at Section VIII.B. The RFB does not provide for a

mid-term price adjustment based on occupancy or public traffic volume, and no such mechanism is added by this Addendum. Bidders should price the base contract accordingly.

Two existing mechanisms remain available under the RFB as written:

- Section III provides that additional tasks or frequencies may be added by mutual written agreement.
- Section V.2 permits a price adjustment for renewal terms, submitted in writing no fewer than sixty (60) days prior to renewal, not to exceed the three-year average of the CPI-U for the Midwest Region unless otherwise approved by the Facilities Director.

Acknowledgment

Bidders shall acknowledge this Addendum by marking Addendum #1 at Exhibit D, Section 5, and by including it in the signed Addendum Acknowledgment required under Section VII, item 2.

_____ Date: _____

James Miller, Facilities Director
City of Bel Aire, 7651 E. Central Park Avenue, Bel Aire, KS 67226
facilities@belaireks.gov | 316-744-2451 ext 201

AGREEMENT FOR SERVICES

BY AND BETWEEN

CITY OF BEL AIRE, KANSAS

AND

VENDOR

(Commercial Custodial and Janitorial Services)

This Agreement, made and entered into this 1st day of September, 2026, by and between the City of Bel Aire, Kansas, a Municipal Corporation, (hereinafter called "City") and Harris' Dream Clean, LLC, dba Harris Facility Solutions, whose principal office is at 1245 S Fabrique Drive, Wichita, KS 67218, Telephone Number (316) 364-1888, (hereinafter called "Vendor").

WHEREAS, the City has solicited bids for Commercial Custodian and Janitorial Services (solicitation number RFB 2026-003); and

WHEREAS, Vendor has submitted the lowest responsive and responsible bid and is ready, willing, and able to provide the services and/or commodities required by the City;

NOW, THEREFORE, the parties hereto agree as follows:

1. *Scope of Services and Standard of Performance.* Vendor shall provide to the City all those commodities and or services specified in Exhibit E and shall do so according to the performance expectations, schedule and location-specific standards specified in Exhibit E. All services shall be performed to the satisfaction of the City's Facilities Manager or designee. Failure to complete scheduled service visits, repeated quality deficiencies measured against the standards in Exhibit E, or failure to meet any material requirement of this contract may result in written waring, correction requirement, set off against the monthly invoice proportional to the incomplete service or contract termination for cause. These options are not progressive, required steps and the City may exercise any of them independently or in conjunction in the City's absolute discretion, and without prejudice to any other legal right of the City.

2. *Compensation.* The City agrees to pay to Vendor the unit prices for each stated frequency/task described in Exhibit D upon monthly invoices to which there is no dispute. Pricing shall remain firm for the initial contract term. Price adjustments for renewal terms, if any, must be submitted in writing no fewer than ninety (90) days prior to renewal and shall not exceed the three-year average of the Consumer Price Index – All Urban Consumers (CPI-U) for the Midwest Region unless otherwise approved by the Facilities Director.

   Vendor shall be compensated in accordance with the rates set forth in Exhibit D. Total compensation shall not exceed **$72,650.00 per year**, unless otherwise authorized by written amendment. The City does not guarantee any minimum quantity of services or expenditure.

3. *Term.* The term of this contract shall be effective from September 1, 2026, through August 31, 2029, with the option to renew for up to two (2) additional one-year terms upon mutual written agreement and depending upon past satisfactory performance. Renewal beyond the initial three-year term is not automatic. The City will provide written notice of intent to renew no fewer than Sixty (60) days prior to expiration of the term then in effect. This contract is subject to modification or cancellation by the City, at is desertion and without liability at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to Vendor. The city may terminate immediately for cause upon written notice if the Contractor fails to perform material obligations and does not cure such failure within five (5) business days of the written notice of deficiency. Such notice shall be effective if hand-delivered to any crew lead of Vendor while on City property, or by email to the following email address:_____.

4. *Indemnification and Insurance.* Vendor will provide the following risk mitigation treatments:

   a. Vendor shall save and hold the City harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by the negligent errors and omissions or intentional acts of Vendor, its officers, agents or employees occurring in the performance of its services under this contract, arising from any defect in the materials or workmanship of any product provided in the performance of this contract, or rising from the access to City property afforded to Vendor's representatives through this contract.

   b. Vendor expressly warrants that it will procure and maintain commercial general liability insurance from an insurer reasonably acceptable to the City Attorney, including coverage sufficient to meet the reasonably anticipated risks covered by the above indemnification provision. Self-insurance and large deductible policies are only acceptable on express written approval from the City Attorney issued in her or his absolute discretion.

   c. Vendor will carry insurance coverage during the term of this contract and any extensions of this contract in the amounts and with the coverages as follows:

      i. Commercial General Liability covering premises and operations, xcu (explosion, collapse and underground) hazards to the extent implicated by the scope of services of this contract, products/completed operations, broad form property damage and contractual liability with minimum limits as follows:

         Bodily injury and property damage combined single limit
         $1,000,000 per occurrence, $2,000,000 annual aggregate

ii. Automobile liability, comprehensive form including all owned, hired and non-owned vehicles with minimum limits as follows:

Bodily injury and property damage combined single limit
$1,000,000 per occurrence, $2,000,000 annual aggregate

iii. Workers' Compensation coverage to meet Kansas statutory obligations

iv. Employers' liability for accident or disease $1,000,000 annual aggregate

v. Business Services (Janitorial Honesty) Bond $5,000

5. *Incorporation*. The attached Exhibits A through E are incorporated into this contract as if fully set forth herein and all references to "contractor" in Exhibits A and B shall also refer to Vendor.

[Remainder of this Page Intentionally Left Blank]

APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 1st day of September, 2026.

SIGNED by the Mayor on the _____ day of September, 2026.

CITY OF BEL AIRE, KANSAS

_____
Jim Benage, Mayor

ATTEST:

_____
Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

_____
Maria A. Schrock, City Attorney

(Exhibits A, B, C, D, and E are attached.)

[Remainder of this Page Intentionally Left Blank]

SIGNED by the Vendor on the _____ day of September, 2026.

_____
(Authorized Signature: Name, Title)

(Exhibits A, B, C, D, and E are attached.)

[Remainder of this Page Intentionally Left Blank]

EXHIBIT A

CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.

2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

3. **Termination Due to Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.

4. **Disclaimer of Liability.** As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.).* City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.

5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6. **Arbitration. Damages. Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

8. **Federal. State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service

delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.),* Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.

11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.)* in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the City shall always stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause**. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
    a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
    b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
    c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
    d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.

e. Exempted from these requirements are:
    1. Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
    2. Any Contractor who employs fewer than four (4) employees during the term of this Contract.
    3. Contractor who holds contracts with the City with a cumulative total of five thousand dollars ($5,000.00) or less during the City's Fiscal Year.

f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been excluded from the system and any federal funding received, or to be received, by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.

15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.

17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor: (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general

assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.

21. **Tariffs.** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole discretion, the City determines the price increase no longer provides the best value to the City.

22. **Contractor Use of Artificial Intelligence**.

a. Meeting Recording. Transcription, and Confidential Information. The City does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or Al-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve a request for an exemption from these requirements.

23. Contractor Personnel Security and Removal. The City reserves the right to determine and control access to all City property, facilities, systems, and information used in connection with this Agreement. The City may deny, restrict, suspend, or revoke any Contractor employee's, subcontractor's, or agent's access to City property, facilities, systems, or information, or require the immediate removal of such individual from performing services under this Agreement, whenever the City determines, in its sole discretion, that such action is necessary or appropriate to protect the safety, security, operations, confidential or sensitive information, property, personnel, or interests of the City, or to ensure compliance with this Agreement, applicable law, or City policies. Where services involve access to Police Department facilities, Criminal Justice Information (CJI), or areas subject to Criminal Justice Information Services (CJIS) Security Policy requirements, Contractor personnel shall comply with all applicable CJIS and Kansas Criminal Justice Information System (KCJIS) requirements. The City Manager shall have final authority regarding approval, restriction, suspension, or revocation of access to such areas. The Contractor shall immediately comply with any direction from an authorized City representative requiring the removal of Contractor personnel, shall ensure such individual no longer performs services under this Agreement or accesses City property, facilities, systems, or information, and shall not reassign that individual to perform services under this Agreement without the City's prior written approval. Removal of Contractor personnel shall not relieve the Contractor of its obligations under this Agreement, and the Contractor shall promptly provide qualified replacement personnel at no additional cost to the City if requested.

EXHIBIT B

CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work (City may also establish performance standards for the contracted outcomes); (c) pay the Contractor a salary or hourly rate but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done (City may provide informational briefing on known conditions); (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); and (f) pay Contractor personally (instead, City will make all checks payable to the trade or business name under which Contractor does business).

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.

9. All services are to be performed at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations, and each party shall maintain their operations as separate and distinct.

EXHIBIT C
CITY OF BEL AIRE POLICE DEPARTMENT CJIS/KCJIS ACCESS REQUIREMENTS

This Exhibit sets forth the background check and security requirements applicable to any Contractor personnel who will have unescorted, unattended access to the Bel Aire Police Department after hours, under the FBI Criminal Justice Information Services (CJIS) Security Policy and the Kansas Criminal Justice Information System (KCJIS). It supplements Section III.A.5 and Section III.C of this RFB.

1. Background Check

Before any Contractor employee is granted unescorted access to the Police Department, that employee must complete a fingerprint-based criminal history record check through the Kansas Bureau of Investigation (KBI) and the FBI. The City will coordinate fingerprinting and submit personnel for identification. Unescorted access will not be granted until both checks have cleared.

2. Security Awareness Training

All Contractor personnel who will have unescorted access must complete CJIS Security Awareness Training before beginning work at the Police Department.

3. CJIS Security Officer Approval

Final approval for unescorted access rests with the Police Department's CJIS Security Officer (CSO). No Contractor personnel may access secure areas unescorted until the CSO has authorized that access.

4. No Unescorted Access Before Clearance

Any Contractor employee who has not completed the background check, training, and CSO authorization above must be escorted by Police Department staff at all times while on the premises.

Any additional eligibility requirements will be determined by the Police Department's CJIS Security Officer under current KBI and FBI policy. The City recommends that the Police Department's CJIS Security Officer review this Exhibit before the RFB is issued to confirm it reflects current requirements.

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EXHIBIT D
BID PRICING FORM

SCHEDULED CLEANINGS	MONTHLY	ANNUALLY	PER OCCURANCE
2X/WEEK CLEANING – CITY HALL	$ 759.28	$ 9,111.36	
2X/WEEK CLEANING – POLICE DEPARTMENT	$ 379.64	$ 4,555.68	
2X/WEEK CLEANING – RECREATION CENTER	$ 1,157.14	$ 13,885.68	
2X/WEEK CLEANING – PUBLIC WORKS	$ 455.57	$ 5,466.84	
RECURRING – ENTRANCE GLASS 1 X/MONTH	$ 400.00	$ 4,800.00	
REC CENTER GYM FLOOR 1X/MONTH	$ 1,267.00	$ 15,204.00	
RETURN AIR VENT CLEANING SERVICE AT $25 PER HOUR NOT TO EXCEED $300 PER LOCATION City Hall and Police Department are considered one location.	$ 900.00	$ 10,800.00	
TOTAL BASE MAXIMUM PRICE	$ **5,318.63**	$ **63.823.56**	
OPTIONAL CLEANINGS UPON REQUEST			
CARPET DEEP CLEAN			$ 1,200.00
HARD FLOOR SCUFF AND BUFF			$ 3,300.00
CITY HALL EXTERIOR WINDOW WASHING			$ 1,500.00
INCLEMENT WEATHER $25 PER HOUR NOT TO EXCEED $200 PER OCCURRENCE, PER LOCATION City Hall and Police Department are considered one location.			
UNPLANNED ADDITIONAL SERVICE AT $25 PER HOUR NOT TO EXCEED $50 HOURS PER FACILITY City Hall and Police Department are considered one location.			

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EXHIBIT E
SCHEDULE AND LOCATION-SPECIFIC STANDARDS

Task frequencies reflect minimum required service levels for all four facilities. The Contractor shall perform all tasks listed at no less than the frequencies specified in Exhibit D above. Additional tasks or frequencies may be added by mutual written agreement.

A. General Requirements

A.1 Service Hours

All cleaning services shall be performed after regular City business hours. Standard City business hours are Monday through Friday, 8:00 AM to 5:30 PM. All cleaning shall be completed outside these hours unless explicitly authorized in writing by the Facilities Director on a case-by-case basis. Typical service windows are:

- Weekday evenings: 5:30 PM – 11:00 PM (preferred)
- Early morning: 4:00 AM – 7:30 AM
- Weekend scheduling may be required for periodic deep cleaning tasks

A.2 Vendor-Supplied Materials and Supplies

The Contractor shall furnish, at its own expense, all cleaning materials, chemicals, tools, equipment, and restroom or janitorial consumable supplies required to perform services under this contract, including:

- All cleaning agents, disinfectants, degreasers, glass cleaners, and floor treatments
- Trash bags in all sizes appropriate to receptacles on site
- Paper towels, toilet tissue, hand soap, and hand sanitizer for all dispensers
- Mops, brooms, vacuum cleaners, floor buffers or scrubbers, and related equipment
- Microfiber cloths, scrub pads, and related consumable cleaning supplies
- All products shall be commercial grade and appropriate for the surface being cleaned
- All chemical products shall have current Safety Data Sheets (SDS) on file and available upon request
- Contractor shall maintain adequate stock of all consumables to ensure uninterrupted service; supply shortfalls shall not constitute an acceptable reason for incomplete service

The City will provide secure storage space at each facility for the Contractor’s non-chemical supplies and equipment (for example, toilet tissue, paper towels, vacuums, and mops). The City will not provide storage for cleaning chemicals; Contractor shall arrange its own secure storage or daily transport for all chemical products.

A.3 Inclement Weather Additional Cleaning

- The Facilities Director or designee will initiate the additional visit by notifying the Contractor's designated contact via phone or email
- Contractor shall respond and deploy to the designated facility within twenty-four (24) hours of notification
- Inclement weather cleaning includes entry area mopping, mat service, floor protection treatment, salt and debris removal from hard floors and mats, and trash removal as needed

A.4 Personnel Requirements

The Contractor shall assign dedicated, trained custodial staff to City facilities. The following personnel requirements apply:

- All Contractor employees must be legally authorized to work in the United States
- Contractor is responsible for all hiring, supervision, discipline, training, and termination of its staff

- All employees assigned to City facilities must wear a company-identifiable uniform or vest while on City property
- Contractor must maintain a current list of all employees authorized to access City facilities and provide it to the Facilities Director upon request and whenever changes occur
- The City reserves the right to request the immediate removal and permanent reassignment of any Contractor employee from City premises for cause

A.5 Personnel Background Check Requirement

All Contractor personnel assigned to any City facility under this contract are subject to the background check requirements below, without exception, as personally identifiable information and other sensitive records may be present at any City facility, not solely the Police Department. Personnel who will have unescorted access to the Police Department are subject to additional CJIS/KCJIS requirements; see Exhibit C.

- All Contractor employees who will access any City facility must successfully complete a criminal background check prior to their first day of service
- The background check process will be coordinated through the Facilities Director
- The City reserves the right to deny facility access to any individual who fails the background check
- Background check results are confidential; the Contractor will be notified only of approval or denial, not of the specific basis
- If a cleared employee is no longer assigned to a City facility, any replacement must be cleared before assuming duties
- Contractor shall plan for sufficient time in the mobilization period for background check processing; delays due to background check processing shall not excuse failure to perform

A.6 Restricted Areas: Police Department

The following areas within the Police Department are restricted and shall not be entered by Contractor personnel under any circumstances:

- Property / Evidence Room
- Armory
- Interview Rooms
- Uniform Supply Room

Contractor personnel found in restricted areas without authorization may result in immediate termination of the contract. Contractor must brief all assigned employees on restricted area boundaries prior to initial service and document that briefing.

A.7 Key and Access Control

- The Facilities Director will coordinate issuance of keys, key fobs, or access codes required to enter City facilities after hours
- Contractor shall sign a Key/Access Receipt for all keys or access credentials issued
- Keys and access credentials shall not be duplicated or shared with unauthorized individuals
- Lost keys or credentials must be reported to the Facilities Director immediately; costs of re-keying or credential replacement due to Contractor negligence shall be borne by the Contractor
- All keys and credentials shall be returned upon contract expiration or termination

A.8 Supervision and Quality Control

- Contractor shall designate a supervisory contact available to the Facilities Director by phone or email during all service hours
- Contractor shall conduct periodic quality inspections of its own work and document findings
- The Facilities Director or designee will conduct periodic unannounced inspections and report deficiencies to the Contractor in writing

- Deficiencies must be corrected within twenty-four (24) hours of written notice for routine items, or within four (4) hours for urgent sanitation issues
- Persistent or repeated deficiencies may result in contract deduction or termination

B. City Hall

City Hall is located at 7651 E. Central Park Avenue, Bel Aire, KS 67226, in the same building as the Police Department. City Hall is a multi-level facility with offices, a public-facing lobby and hallways, a council chamber, a senior activity room, conference rooms, kitchenettes, and restrooms.

Area / Space	Task(s)	Frequency
General Offices	Empty and reline trash and recycling receptacles Vacuum carpets Clean glass side panels adjacent to office doors Wipe down exposed desk and work surfaces (accessible areas) Private office(s) may be locked and no-entry; occupant(s) will place trash outside door for collection	Each visit
Kitchenettes / Conference Rooms	Wipe down countertops, sink, table, and shelving surfaces (upstairs and downstairs kitchenettes) Vacuum floor Empty trash and recycling	Each visit
Upstairs Hallway / Stairwell	Vacuum hallway Sweep and clear debris from all steps Remove tracked-in debris promptly	Each visit
Elevator	Clean and disinfect control panel, buttons, and handrails Vacuum or sweep and damp mop elevator floor Clean interior and exterior elevator doors and door tracks Spot-clean interior wall panels and mirrors	Each visit
Council Chambers	Dust all council member stations and furniture Vacuum floor and seating areas Empty trash and recycling	Monthly / each visit for trash
Senior Activity Room	Wipe tables, chair armrests, and bookcase surfaces Vacuum floor Empty trash and recycling	Each visit
Downstairs Foyer, Lobby, and Hallways	Vacuum carpeted areas Clean interior glass and glass entry doors Empty trash and recycling receptacles	Each visit

Restrooms	Sanitize toilets, urinals, and sinks Clean mirrors Sweep and mop floors Restock paper towels, toilet tissue, hand soap Empty trash, recycling, and sanitary bins	Each visit
Shredder Bins	Empty shredder collection bins	Per trash schedule

C. Police Department
The Police Department occupies a secured portion of the same building as City Hall at 7651 E. Central Park Avenue.

IMPORTANT: All personnel assigned to this facility are subject to the background check requirement in Section A.5 and the CJIS/KCJIS requirements in Exhibit C. The areas listed below as RESTRICTED DO NOT ENTER are permanently restricted per Section A.6.

Area / Space	Task(s)	Frequency
All Serviceable Areas (offices, hallways, break rooms, lobby, restrooms, except restricted areas)	Empty and reline all trash and recycling receptacles Sweep and mop all hard floors Vacuum all carpeted areas Wipe down surfaces, desks, countertops (accessible) Clean interior glass and glass panels	Each visit
Restrooms	Sanitize toilets, urinals, and sinks Clean mirrors Sweep and mop floors Restock paper towels, toilet tissue, hand soap Empty trash, recycling, and sanitary bins	Each visit
Entry / Lobby Areas (Winter)	Damp mop entry areas; remove salt, mud, and melt debris Service and vacuum entry mats; replace if saturated	Each visit, Nov–Mar
RESTRICTED: DO NOT ENTER	Property/Evidence Room | Armory | Interview Rooms | Uniform Supply Room	N/A

D. Recreation Center

The Recreation Center includes a public lobby and front desk area, restrooms, offices, gymnasium, fitness center, two activity rooms, and a senior center. The Recreation Center pool is a separate facility and is not included in this contract; pool-area service is performed by City recreation staff.

Area / Space	Task(s)	Frequency
Lobby, Hallways, and Front Desk	Sweep and mop hard floors Vacuum and service doormats Clean glass in entry doors Dust window ledges Wipe countertops at front desk	Each visit
Restrooms	Sanitize toilets, urinals, and sinks Clean mirrors Sweep and mop floors Restock soap, paper towels, toilet tissue Empty trash and recycling receptacles	Each visit
Offices	Vacuum carpets Wipe desktops and accessible furniture Empty trash and recycling receptacles	Each visit
Gymnasium	Sweep and damp mop gym floor Vacuum and scrub floor (deep clean) Empty trash and recycling	Each visit; deep clean monthly
Activity Room 1 (Hard Floor)	Sweep and mop floor Wipe sink and countertops Restock soap / paper supplies Empty trash and recycling	Each visit
Activity Room 2 (Carpeted)	Vacuum floor Empty trash and recycling	Each visit
Fitness Center	Sanitize all exercise equipment surfaces Clean mirrors Vacuum and mop / wet-clean floor Restock cleaner / paper supplies Empty trash and recycling	Each visit
Senior Center	Vacuum floor Wipe tables and chair armrests Wipe window ledges Empty trash and recycling	Each visit

E. Public Works

Public Works is a working operations facility that includes office areas, restrooms, a break room, and common areas. The facility experiences higher levels of tracked-in dirt, grease, and debris due to the nature of field operations.

Area / Space	Task(s)	Frequency
Offices	Empty and reline trash and recycling receptacles Sweep and mop hard floors Vacuum carpeted areas Wipe down accessible work surfaces and countertops	Each visit
Restrooms	Sanitize toilets, urinals, and sinks Clean mirrors Sweep and mop floors Restock paper towels, toilet tissue, hand soap Empty trash, recycling, and sanitary bins	Each visit
Break Room	Wipe countertops and sink Empty trash and recycling Sweep and mop floor	Each visit
Hallways and Common Areas	Sweep and mop hard floors Remove tracked-in debris and mud from entryways Clean interior glass / entry doors	Each visit
All Trash and Recycling	Empty all interior trash and recycling receptacles and replace liners	Each visit

F. Citywide Recurring Services

Service	Scope	Frequency
Exterior Entrance Glass Cleaning	Exterior windows, glass entry doors, and glass side panels at facility entrances only, at each facility	Monthly
Gym Floor Vacuum / Scrub (Deep Clean)	Recreation Center gymnasium	Monthly
Return Air Vent Cleaning	All accessible vents	Monthly

G. Performance Standards
The Contractor's work shall meet or exceed the following industry-recognized custodial performance benchmarks. These standards supplement, and do not replace, the specific task frequencies noted above.

Cleanliness Rating Benchmark
The City evaluates completed work against the widely used five-level cleanliness rating framework common in institutional and municipal facility management:

● Public-facing areas (lobbies, entries, council chambers, front desks): maintained at Level 1, Orderly Spotlessness. Floors and surfaces free of stains, marks, and dust; no odors; trash and recycling containers empty and clean.

● General work areas (offices, break rooms, hallways, restrooms): maintained at Level 2, Ordinary Tidiness. Floors and surfaces free of visible dirt and debris between scheduled visits, with only minor and infrequent inconsistencies.

● Back-of-house and operational areas (Public Works common areas): maintained at Level 3, Casual Inattention or better, consistent with the working nature of the facility.

Restroom Servicing Standard

● Restrooms shall be fully serviced (sanitized fixtures and high-touch surfaces, including door handles and stall handles; restocked consumables; emptied trash and recycling) at every scheduled visit, consistent with standard industry practice for public-access facilities

● No restroom shall go more than one scheduled service cycle without consumable restock verification

Response and Correction Time Standards

● Routine deficiencies identified by City inspection: corrected within twenty-four (24) hours of written notice
● Urgent sanitation issues (spills, restroom failures, bodily fluid spills such as vomit, urine, or feces beyond normal fixture use): corrected within four (4) hours of written notice
● Inclement weather response: Contractor shall deploy within twenty-four (24) hours of notification per Section A.3 above.

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City of Bel Aire, Kansas

STAFF REPORT

DATE: August 18, 2026
TO: Ted Henry, City Manager
FROM: Anne Stephens, City Engineer
RE: Bel Aire Lakes Phases 2 and 3 Engineering Services

Proposal Focus:

Our Mission

- Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

Our Values

- Working Together – Departments working together as one team. Staff working with residents, HOA's and neighborhoods. Citizens working with each other.

Current Situation:

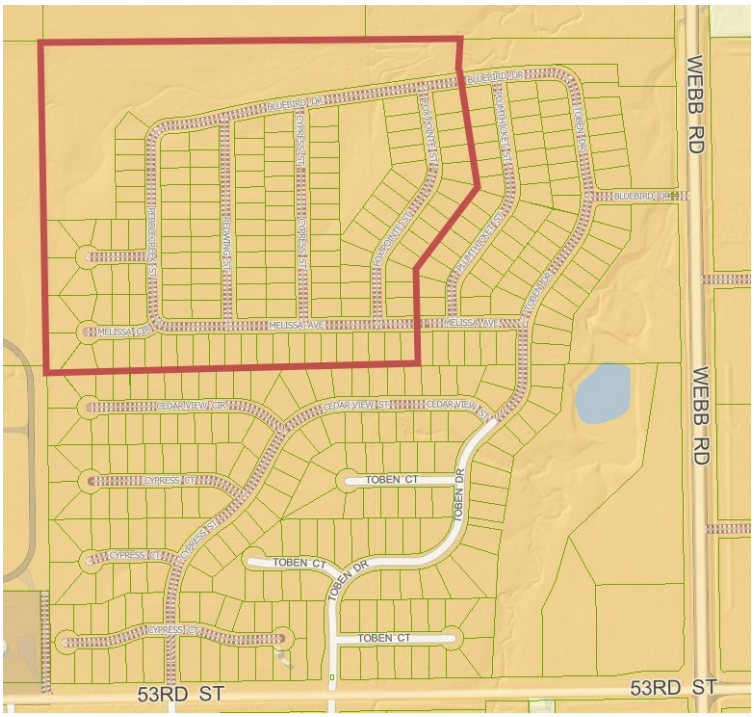
The Developer is ready to initiate the engineering design on Phases 2 and 3 of the Bel Aire Lakes Development.

Goals:

- To work with the Developer to grow the City in an attractive, safe manner that is consistent with City standards.

Discussion:

The Developer worked with Certified Engineering Design (CED) on Phase 1 of the subdivision and has asked them to provide an agreement for Engineering Design and Staking services for the phases 2 and 3 of the development of the subdivision. The fees included are for a full design and construction documents for Phase 2 and a preliminary/base design for Phase 3. This is to ensure the remaining development works harmoniously. There will be an additional contract for the final design and construction plan preparation once the Developer is ready to move onto Phase 3.



Financials:
The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. The costs of the project are as follows:

Phase 2 Bel Aire Lakes Addition

Description	**Not-to-Exceed Fee**
Additional Topographic Survey	$7,500.00
Final Design of Waterline Improvement Plans	$32,748.00
Waterline Construction Staking	$9,824.00
Final Design of Sanitary Sewer Improvement Plans	$54,705.00
Sanitary Sewer Construction Staking	$16,411.00
Final Design of Paving and Drainage Improvement Plans	$158,917.00
Paving and Drainage Improvements Construction Staking	$47,675.00
Total Design and Staking Services for Phase 2	$327,780.00

Phase 3 Bel Aire Lakes Addition

Description	**Not-to-Exceed Fee**
Base Design of Waterline Improvement Plans	$19,754.00
Base Design of Sanitary Sewer Improvement Plans	$29,426.00
Base Design of Paving and Drainage Improvement Plans	$77,164.00
Total Design and Staking Services for Phase 3	$126,344.00

***Engineering Design Services Total: $454,124.00**

Construction Observation services are not included in this contract and will be secured separately and provided for in a separate agreement closer to the time of construction.

CONTRACT

FOR

PROFESSIONAL SERVICES

Bel Aire Lakes Addition – Phase 2 and Phase 3
Water, Sanitary Sewer, Paving, and Drainage

This Agreement, made and entered into this _____ day of _____, 2026, by and between the City of Bel Aire, Kansas, a Municipal Corporation, (hereinafter called "City") and Certified Engineering Design, PA, whose principal office is at 1935 W Maple, Wichita, KS 67213, Telephone Number (316) 262-8808, (hereinafter called "Consultant").

WHEREAS, the City is authorized by law to employ consulting architects and engineers to perform all necessary studies and associated services required to provide estimated budget of costs of work for the Bel Aire Lakes Addition, Phase 2 and Phase 3, Water, Sanitary Sewer, Paving, and Drainage Project (hereinafter called "Project").

NOW, THEREFORE, the parties hereto agree as follows:

1. PURPOSE

   A. The City will employ the Consultant to perform all necessary professional services described in Exhibit A (Engineer's Scope of Services, 1 page) in connection with the Design and Construction Documents included in the Project.

2. THE CONSULTANT AGREES

   A. To provide the various technical and professional services, materials, equipment and transportation to perform the tasks as outlined in Exhibit A.

   B. To make available during regular office hours, all calculations, sketches, documents and drawings such as the City may wish to examine periodically during performance of this Agreement.

   C. To the extent allowed by law, to indemnify, keep and save harmless the City, its officials and employees against damages and judgments that may result from the Consultant's or its agents', officers' or employees' intentional or negligent acts, errors or omissions in connection with work performed under this Agreement arising from injury to persons, damage to property or other liability loss. The Consultant shall require all sub-consultants to indemnify, keep and save harmless the City in the same manner as is required of the Consultant in the Agreement.

D. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by Consultant and, where relevant to method of payment, to make such material available at its office at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the City of its representatives.

E. To comply with the requirements of Exhibits A, B, and C, which are attached hereto and adopted by reference as though fully set forth herein.

F. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used, and services rendered in connection with such work and as outlined in Exhibit A.

G. To complete the services to be performed by Consultant within the time allotted in the attached schedule for the Project jointly developed by City and Consultant; except that the Consultant shall not be responsible or held liable for delays occasioned by the actions or inactions of the City, or for other unavoidable delays beyond the control of the Consultant, including the delays of the General Contractor during the Construction Phase.

H. To represent and be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the Consultant under this Agreement. Consultant further represents, that all designs, drawings, and other work or material furnished by Consultant, its agents, employees and subcontractors under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in City furnished information.

I. Consultant shall procure and maintain such insurance as will protect the Consultant from damages resulting from the negligent acts of the Consultant, its officers and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than $1,000,000 per occurrence. In addition, Consultant will procure and maintain a Workers'

Compensation and Employer's Liability Policy that covers claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the Workers' Compensation Law. The liability limit shall be not less than:

Workers' Compensation:	Statutory
Employer's Liability:	$1,000,000 each occurrence

Further, a Commercial General Liability policy shall be procured and maintained by the Consultant that shall be written in a comprehensive form and shall protect Consultant against all claims arising from injuries to persons (other than Consultant's employees), damage to property of the City or third parties or other liability loss arising out of any negligent act or omission of Consultant, its agents, officers, employees or subcontractors in the performance of the services under this Agreement. The liability limit shall not be less than $1,000,000 per occurrence for bodily injury, death, property damage and other liability loss. Consultant shall file satisfactory certificates of insurance with the City before the time Consultant starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the City shall be given thirty (30) days' written notice by the insurance company before such policy is canceled.

J. Consultant further agrees that this Agreement and any subcontracts for work required by this Agreement shall not be subject to arbitration and any clause relating to arbitration contained shall be null and void.

K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The Consultant agrees to advise the City, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The designated Project Manager shall be the person identified for that role by Consultant in this Project unless otherwise approved by City, which approval shall not be unreasonably denied. Written notification shall be provided to the City for any changes exceeding one week in length of time.

The designated Project Manager will coordinate all aspects of this Project through the City's Project Manager. Any requests from any other staff that would affect the Project schedule must be approved by the City's Project Manager. No request from any party, including the Project Manager, shall affect the Project's identified not-to-exceed cost, unless approved in advance by the City's governing body.

L. The Consultant shall submit a written (bi-weekly) project report (hereinafter the "Project Report") to the City's Project Manager for the duration of the Project. The purpose of the Project Report is to ensure consistent communication, monitor project progress, and maintain compliance with applicable standards and state/federal regulations throughout the design and bidding of the Project. The Project Report shall cover the two-week period ending on the Friday of the reporting week and shall be submitted by the following Monday at noon. Electronic submission via email is acceptable. The Project Report shall include the following items at a minimum:
    a. Overview of the Project's current status: to include status of water plans, sanitary sewer plans, storm sewer/grading plans and paving plans; and
    b. Update on compliance of permits needed for the Project: KDHE water, KDHE sewer, NPDES, other permits as relevant and/or necessary
    c. Overview of the Project schedule: including anticipated time of plan submission to the City for review and anticipated project bidding
    d. Identification of issues or challenges affecting the project (hazards uncovered, permitting delays, etc.) and strategies on mitigation
    e. Proposed solutions or recommendations to address identified issues.
    f. Any additional information requested by the Project Manager relevant to the Project.
        i. If any of the above six items are not applicable, the Project Manager and Consultant will confirm which provisions are not applicable in the Project Report, and shall formalize in writing.
        ii. If there is no information to report on any of the above six items, the Project Manager and Consultant will determine whether a Project Report is necessary, and shall formalize in writing.

M. To attend meetings with the City and other local stakeholders as requested by the City's Project Manager or designee.

3. THE CITY AGREES

A. To furnish all available data pertaining to the Project now in the City's files at no cost to the Consultant. Confidential material so furnished will be kept confidential by the Consultant.

B. To provide standards as required for the Project.

C. To pay the Consultant for its services in accordance with the requirements of this Agreement.

D. To provide reasonable right of entry for Consultant's personnel in performing field surveys and observations.

E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The City agrees to advise the Consultant, in writing, of the person designated as the City's Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The City shall also advise the Consultant of any changes in the person designated as Project Manager.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant in a timely fashion.

G. To the extent allowed by law, to indemnify, keep and save harmless Consultant against all damages and judgments for injuries to persons, damage to property or other liability loss arising from or caused by intentional or negligent errors, omissions, or negligent acts of City, its agents, servants, or employees occurring in the performance of its obligations under this Agreement.

4. PAYMENT PROVISIONS

The City agrees to pay the Consultant for services rendered under this Agreement and as specifically detailed in Exhibit A, a total fee established as follows:

A. Payments to the Consultant for the performance of Engineering Design services required by this Agreement shall be as defined in Exhibit A. Total compensation, including all reimbursable expenses, shall not exceed **FOUR HUNDRED FIFTY-FOUR THOUSAND, ONE HUNDRED AND TWENTY-FOUR DOLLARS ($454,124.00)** and is to be paid on scope of work as outlined in Exhibit A.

B. Payments to the Consultant for the performance of Construction Administration services required by this Agreement shall be as defined in Exhibit A. Total compensation, including all reimbursable expenses, shall not exceed **(NOT INCLUDED IN THIS CONTRACT)** and is to be paid on scope of work as outlined in Exhibit A.

C. Payments are payable to the Consultant for undisputed work within thirty (30) days from the date of receipt of invoice. If any invoice for undisputed amounts is outstanding for more than thirty (30) days from the date due, the Consultant shall have the right, in addition to any and all other rights provided, to refuse to render further services to the City and such act or acts shall not be deemed a breach of this Agreement. Continued

performance and/or completion of work by the Consultant under this Agreement are contingent upon payment of fees by the City. This provision shall be interpreted in conformity with the Kansas Fairness in Public Construction Contract Act.

D. When requested by the City, the Consultant will enter into a Supplemental Agreement for additional services related to the Project such as, but not limited to:

   a. Consultant serving as a witness for the City in any litigation, administrative hearing, and other legal proceedings related to the Project.

   b. Additional design services not covered by the scope of this Agreement that City requires to be added to the project due to significant modifications to scope or design by City. Consultant and City will mutually agree upon the change in scope and an equitable adjustment in design services fee, identified within the executed Supplemental Agreement.

E. If additional work should be necessary, the Consultant will be given written notice by the City, along with a request for an estimate of the increase necessary in the not-to-exceed fee, for performance of such additions. No additional work shall be performed, nor shall additional compensation be paid, except as authorized in a Supplemental Agreement between the parties and approved by the City's governing body. Upon receipt of such approval and subsequent completion of additional work, payment will be made as stated in Paragraph IV.C. above.

F. If services are rendered by the Consultant for the Project but the City elects to terminate the Project or portions thereof at any time, the Consultant shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, and as scheduled in Exhibit A.

5. TIME OF COMPLETION

The Consultant agrees to complete all Design Phases of this Project as follows:

A. The Consultant agrees to complete the phases of this Project as indicated on Exhibit A, subject to reasonable availability of City resources and circumstances of force majeure.

B. The City agrees to cooperate with the Consultant in reviewing drawings and data submitted and to make necessary decisions promptly to facilitate completion in the scheduled time, and the City agrees to furnish promptly to the Consultant, upon written

request, any approvals and instructions required to be given by the City to the Consultant under the terms of the Agreement.

6. TERMINATION OF AGREEMENT

A. The City may terminate this Agreement at any time for any cause by a notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, equipment and materials in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

B. If the Agreement is terminated due to the fault or request of Consultant, no further payments on account of the fee will be thereafter made, except for services previously and satisfactorily performed under this Agreement, which are of value to the City. If the Agreement is terminated due to no fault of the Consultant, the Consultant will be paid promptly that proportion of the prescribed fee which the work actually performed under this Agreement bears to the total work called for under this Agreement, less such payments as have been previously made, and less any amount due the City by reason either of any prior default of the Consultant, or otherwise.

C. Copies of all estimates, reports, data and all completed or partially completed surveys, studies, field notes, designs, reproducibles, plans and specifications prepared under this Agreement shall become the property of the City when and if the Agreement is completed or terminated, provided Consultant has unrestricted rights to their use.

D. Dissolution of the firm of Consultant, for any reason whatsoever, shall give the City the option of terminating this Agreement in accordance with the terms of Paragraph B above, provided said dissolution materially affects the Agreement as determined by City, and such termination shall be deemed to be due to the fault of the Consultant.

7. THE PARTIES MUTUALLY AGREE

A. That the field notes and other pertinent drawings and documents pertaining to the Project shall become the property of the City upon completion or termination of the Consultant's services and payment in full of undisputed charges due the Consultant, in accordance with this Agreement. The Consultant shall not be responsible for any re-use or modification of the plans and specifications once they become property of City. The City agrees to hold the Consultant harmless from all claims, liability or cost, including

reasonable attorney fees and defense costs which arise out of such further use without the participation of the Consultant.

B. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the City; provided, however, that the Consultant shall request extensions, in writing, giving the reasons therefore. Such time extensions shall not justify an increase in the Project cost.

C. It is further agreed that this Agreement and any modifications to it shall be binding upon the parties hereto and their successors and assigns.

D. Neither the City's review, approval or acceptance of, nor payment for any of the work or services required to be performed by the Consultant under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement and the Consultant shall be and remain liable to the City for all costs of any kind which are incurred by the City as a result of the Consultant's breach of any condition contained in the Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law and the City may assert its right of recovery by any appropriate means, including, but not limited to, set offs; suit; withholding; recoupment; or counterclaim, either during or after performance of this Agreement.

F. The Consultant agrees to employ structural, mechanical and electrical engineers, if necessary, as determined by the Consultant and City jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses and are included in the fixed Project fee.

G. If a firm or firms are separately engaged by the City to work under the general direction of the Consultant, the Consultant shall have no responsibility for technical sufficiency of the services of such separately engaged firms.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the _____day of _____, 2026.

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

CITY OF BEL AIRE, KANSAS

_____
Jim Benage, Mayor

ATTEST:

_____
Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

_____
Maria A. Schrock, City Attorney

Attachments:

A. Consultant's Scope of Services
B. City of Bel Aire Mandatory Independent Contractor Addendum
C. City of Bel Aire Mandatory Contractual Provisions Attachment

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SIGNED by the Consultant on the 18th day of August, 2026.

CERTIFIED ENGINEERING DESIGN, PA

Logan Mills, Vice President

Attachments:

A. **Consultant's Scope of Services**
B. **City of Bel Aire Mandatory Independent Contractor Addendum**
C. **City of Bel Aire Mandatory Contractual Provisions Attachment**

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EXHIBIT A

CONSULTANT'S SCOPE OF SERVICES

Phase 2 Bel Aire Lakes Addition

Description	Not-to-Exceed Fee
Additional Topographic Survey	$7,500.00
Final Design of Waterline Improvement Plans	$32,748.00
Waterline Construction Staking	$9,824.00
Final Design of Sanitary Sewer Improvement Plans	$54,705.00
Sanitary Sewer Construction Staking	$16,411.00
Final Design of Paving and Drainage Improvement Plans	$158,917.00
Paving and Drainage Improvements Construction Staking	$47,675.00

Phase 3 Bel Aire Lakes Addition

Description	Not-to-Exceed Fee
Base Design of Waterline Improvement Plans	$19,754.00
Base Design of Sanitary Sewer Improvement Plans	$29,426.00
Base Design of Paving and Drainage Improvement Plans	$77,164.00
***Engineering Design Services Total:**	**$454,124.00**

*Does not include utility potholing or Geotech report (with soil borings). If necessary, this will be additional cost.

Definitions:

Base Design – 60% Design. Includes layout of all water, sewer, paving, and drainage. Excludes plan preparation, final reviews, and bid document preparation.

Final Design – Includes Base Design along with plan preparation, final reviews, and bid document preparation.

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EXHIBIT B

CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.

2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

3. **Termination Due to Lack of Funding Appropriation**. If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.

4. **Disclaimer of Liability.** As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.).* City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.

5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6. **Arbitration. Damages. Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

8. **Federal. State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.),* Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor

shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.

11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.)* in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the City shall always stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause**. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
    a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.

b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
e. Exempted from these requirements are:
    1. Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
    2. Any Contractor who employs fewer than four (4) employees during the term of this Contract.
    3. Contractor who holds contracts with the City with a cumulative total of five thousand dollars ($5,000.00) or less during the City's Fiscal Year.
f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been excluded from the system and any federal funding received, or to be received, by the City in relation to this Agreement prohibits the City from contracting with any

Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.

15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.

17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor: (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.

21. **Tariffs.** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole discretion, the City determines the price increase no longer provides the best value to the City.

22. Contractor Use of Artificial Intelligence.

a. Meeting Recording. Transcription, and Confidential Information. The City does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or Al-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve a request for an exemption from these requirements.

23. **Contractor Personnel Security and Removal.** The City reserves the right to determine and control access to all City property, facilities, systems, and information used in connection with this Agreement. The City may deny, restrict, suspend, or revoke any Contractor employee's, subcontractor's, or agent's access to City property, facilities, systems, or information, or require the immediate removal of such individual from performing services under this Agreement, whenever the City determines, in its sole discretion, that such action is necessary or appropriate to protect the safety, security, operations, confidential or sensitive information, property, personnel, or interests of the City, or to ensure compliance with this Agreement, applicable law, or City policies. Where services involve access to Police Department facilities, Criminal Justice Information (CJI), or areas subject to Criminal Justice

Information Services (CJIS) Security Policy requirements, Contractor personnel shall comply with all applicable CJIS and Kansas Criminal Justice Information System (KCJIS) requirements. The City Manager shall have final authority regarding approval, restriction, suspension, or revocation of access to such areas. The Contractor shall immediately comply with any direction from an authorized City representative requiring the removal of Contractor personnel, shall ensure such individual no longer performs services under this Agreement or accesses City property, facilities, systems, or information, and shall not reassign that individual to perform services under this Agreement without the City's prior written approval. Removal of Contractor personnel shall not relieve the Contractor of its obligations under this Agreement, and the Contractor shall promptly provide qualified replacement personnel at no additional cost to the City if requested.

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EXHIBIT C

CITY OF BEL AIRE, KANSAS
MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor/Consultant shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor/Consultant shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.

2. The parties agree that as an independent contractor, Contractor/Consultant is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor/Consultant may only receive such coverages if provided by Contractor/Consultant or an entity other than City. Subject to the foregoing, Contractor/Consultant hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor/Consultant's operations or the performance of services by Contractor/Consultant hereunder.

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor/Consultant to work exclusively for City; (b) establish means or methods of work for Contractor/Consultant, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor/Consultant a salary or hourly rate, but rather will pay to Contractor/Consultant a fixed or contract rate; (d) provide training for Contractor/Consultant on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor/Consultant (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor/Consultant's performance; and (g) pay Contractor/Consultant personally; instead, City will make all checks payable to the trade or business name under which Contractor/Consultant does business.

4. Contractor/Consultant does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor/Consultant agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor/Consultant is given written permission to have other parties on the site, and Contractor/Consultant engages any other party which may be deemed to be an employee of Contractor/Consultant, Contractor/Consultant will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor/Consultant has and hereby retains control of and supervision over the performance of Contractor/Consultant's obligations hereunder. Contractor/Consultant agrees to retain control over any allowed parties employed or contracted by Contractor/Consultant for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor/Consultant.

8. Contractor/Consultant represents that it is engaged in providing similar services to the public and not required to work exclusively for City.

9. All services are to be performed solely at the risk of Contractor/Consultant and Contractor/Consultant shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.

10. Contractor/Consultant will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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City of Bel Aire

DATE: **Tuesday, September 1, 2026**
TO: **Mayor and City Council**
FROM: **City Attorney**
SUBJECT: **Ordinance Establishing City Records Management Program**

Background:
The proposed ordinance establishes a formal City Records Management Program (hereinafter "Program") governing the creation, maintenance, preservation, retention, and disposition of City records. The ordinance is intended to provide a consistent framework for managing City records and complying with applicable federal and Kansas law.

The ordinance establishes the roles of the City Manager, Records Management Officer, and Official Custodians. The City Manager will administer the Program, designate Official Custodians, and establish and maintain the City's Administrative Schedule. The City Attorney will serve as the Records Management Officer and Local Freedom of Information Officer and will oversee the Program and compliance with applicable law.

The ordinance also establishes an Administrative Schedule for records retention and disposition. The schedule will be maintained by the City Manager and reviewed at least annually in consultation with the Records Management Officer. This allows administrative procedures and retention schedules to be updated as needed without requiring an amendment to the ordinance.

Financial Considerations:
The Program will be administered using existing City personnel and resources.

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 September, _____, 2026.)

ORDINANCE NO. _____

AN ORDINANCE CREATING ARTICLE 14, INCLUDING SECTIONS 2.14 THROUGH 2.14.05, OF CHAPTER 2 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS, ESTABLISHING A CITY RECORDS MANAGEMENT PROGRAM.

WHEREAS, the City of Bel Aire (hereinafter "City") is responsible for the proper creation, maintenance, preservation, retention, and disposition of public records in accordance with applicable law; and

WHEREAS, the City recognizes that a comprehensive records management program is necessary to promote the efficient administration of City government, ensure the proper preservation and retention of City records, and provide for the orderly disposition of records that are no longer required to be retained; and

WHEREAS, the governing body of the City finds that establishing a City records management program is in the best interests of the City and its residents.

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

SECTION 1. Article 14 of Chapter 2 is Section 2.14 of the Code of the City of Bel Aire and is hereby created to read as follows: Article 14. City Records Management Program.

SECTION 2. Article 14 of Chapter 2 is Section 2.14.01 of the Code of the City of Bel Aire and is hereby created to read as follows: 2.14.01. Purpose.

The purpose of this Article is to establish a uniform City Records Management Program (hereinafter "Program") for the creation, maintenance, preservation, retention, and disposition of City records. This Article applies to City records, regardless of format or medium, and to City employees, officials, contractors, and other people responsible for creating, maintaining, or managing City records. The Program shall be administered in accordance with applicable federal and state law and the Administrative Schedule.

SECTION 3. Article 14 of Chapter 2 is Section 2.14.02 of the Code of the City of Bel Aire and is hereby created to read as follows: 2.14.02. Definitions.

A. “Record” means any document, paper, electronic file, or other information created, received, or maintained by the City in the conduct of official business.

B. “Official Custodian” means any officer or employee of the City who is responsible for the maintenance of public records, regardless of whether such records are in the officer’s or employee’s actual personal custody or control.

C. “Administrative Schedule” means the records retention and disposition schedule established and maintained by the City Manager pursuant to this Article.

SECTION 4. Article 14 of Chapter 2 is Section 2.14.03 of the Code of the City of Bel Aire and is hereby created to read as follows: 2.14.03. Official Custodians and Records Management Officer.

A. The City Manager shall administer the Program, designate Official Custodians for City records based on the City's organizational structure, and maintain a current written designation of such custodians.

B. The City Attorney shall serve as the Records Management Officer and Local Freedom of Information Officer and shall oversee the Program and compliance with this Article and applicable law, coordinate records management training and guidance for City staff, and advise Official Custodians regarding records retention, disposition, and preservation.

C. Official Custodians shall be responsible for the proper maintenance, preservation, retention, and disposition of records within their assigned areas and shall consult with the Records Management Officer as necessary.

D. The Records Management Officer shall coordinate training on the Program for Official Custodians at least twice each calendar year.

SECTION 5. Article 14 of Chapter 2 is Section 2.14.04 of the Code of the City of Bel Aire and is hereby created to read as follows: 2.14.04. Administrative Schedule.

The City Manager shall establish, maintain, and periodically update the Administrative Schedule as necessary to implement this Article. The Administrative Schedule shall be reviewed at least once every twelve (12) months by the City Manager, in consultation with the Records Management Officer, to ensure continued compliance with applicable law and City operations. The Administrative Schedule may be updated without amendment to this Article, provided that such updates are consistent with applicable law.

SECTION 6. Article 14 of Chapter 2 is Section 2.14.05 of the Code of the City of Bel Aire and is hereby created to read as follows: 2.14.05. Retention and Disposition of Records.

City records shall be retained and disposed of in accordance with applicable law and the Administrative Schedule. No record subject to a legal preservation requirement, including a litigation hold, shall be destroyed or otherwise disposed of until the applicable requirement has expired or been released.

SECTION 8. Severability.
If any provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions, which shall remain in full force and effect.

SECTION 9. Effective Date.
This Ordinance shall take effect and be in force from and after its adoption by the Governing Body of the City, approval by the Mayor, and publication once on the City website, www.belaireks.gov, which has been designated as the official newspaper of the City for publication of this Ordinance pursuant to Charter Ordinance No. 25.

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PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire, Kansas on this 1st day of September, 2026.

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

CITY OF BEL AIRE, KANSAS

_____

Jim Benage, Mayor

ATTEST:

_____

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM:

_____

Maria A. Schrock, City Attorney

Monthly

FINANCIAL REPORT

JULY
2026

City of Bel Aire

GENERAL FUND SUMMARY

City of Bel Aire, KS

Budget Report
Group Summary
For Fiscal: 2026 Period Ending: 07/31/2026

SubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Department: 000 - GENERAL						
40 - REVENUES	9,914,111.93	9,914,111.93	337,586.92	7,853,273.24	-2,060,838.69	20.79%
Department: 000 - GENERAL Total:	**9,914,111.93**	**9,914,111.93**	**337,586.92**	**7,853,273.24**	**-2,060,838.69**	**20.79%**
Department: 100 - ADMINISTRATION						
50 - EXPENSES - PERSONNEL	1,344,603.46	1,344,603.46	146,131.69	784,102.39	560,501.07	41.69%
60 - EXPENSES - COMMODITIES	126,532.00	126,532.00	17,194.61	73,775.72	52,756.28	41.69%
70 - EXPENSES - CONTRACTUAL	640,115.00	640,115.00	100,177.74	470,351.81	169,763.19	26.52%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 100 - ADMINISTRATION Total:	**2,111,250.46**	**2,111,250.46**	**263,504.04**	**1,328,229.92**	**783,020.54**	**37.09%**
Department: 120 - POLICE						
50 - EXPENSES - PERSONNEL	1,940,983.81	1,940,983.81	205,945.39	1,095,100.69	845,883.12	43.58%
60 - EXPENSES - COMMODITIES	217,207.00	217,207.00	11,692.10	69,114.98	148,092.02	68.18%
70 - EXPENSES - CONTRACTUAL	289,390.00	289,390.00	12,087.87	204,271.49	85,118.51	29.41%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	6,400.00	6,467.90	-6,467.90	0.00%
Department: 120 - POLICE Total:	**2,447,580.81**	**2,447,580.81**	**236,125.36**	**1,374,955.06**	**1,072,625.75**	**43.82%**
Department: 130 - RECREATION						
50 - EXPENSES - PERSONNEL	482,591.93	482,591.93	74,220.38	277,897.71	204,694.22	42.42%
60 - EXPENSES - COMMODITIES	105,050.00	105,050.00	11,739.70	51,948.60	53,101.40	50.55%
70 - EXPENSES - CONTRACTUAL	123,963.00	123,963.00	3,995.74	68,444.74	55,518.26	44.79%
80 - EXPENSES - CAPITAL PROJECTS	95,000.00	95,000.00	0.00	34,796.41	60,203.59	63.37%
90 - EXPENSES - TRANSFERS	55,000.00	55,000.00	55,000.00	55,000.00	0.00	0.00%
Department: 130 - RECREATION Total:	**861,604.93**	**861,604.93**	**144,955.82**	**488,087.46**	**373,517.47**	**43.35%**
Department: 140 - LAND BANK						
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	0.00	3,742.26	9,607.74	71.97%
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	2,139,360.00	2,139,360.00	0.00	0.00%
Department: 140 - LAND BANK Total:	**2,231,710.00**	**2,231,710.00**	**2,139,360.00**	**2,143,102.26**	**88,607.74**	**3.97%**
Department: 150 - PARKS						
50 - EXPENSES - PERSONNEL	182,050.16	182,050.16	19,442.34	74,327.26	107,722.90	59.17%
60 - EXPENSES - COMMODITIES	62,455.00	62,455.00	4,092.30	27,887.01	34,567.99	55.35%
70 - EXPENSES - CONTRACTUAL	58,920.00	58,920.00	2,621.35	44,733.78	14,186.22	24.08%
80 - EXPENSES - CAPITAL PROJECTS	83,000.00	83,000.00	0.00	9,745.45	73,254.55	88.26%
Department: 150 - PARKS Total:	**386,425.16**	**386,425.16**	**26,155.99**	**156,693.50**	**229,731.66**	**59.45%**
Department: 160 - PLANNING & ZONING						
50 - EXPENSES - PERSONNEL	455,485.33	455,485.33	47,710.34	254,787.51	200,697.82	44.06%
60 - EXPENSES - COMMODITIES	25,700.00	25,700.00	2,521.63	8,772.39	16,927.61	65.87%
70 - EXPENSES - CONTRACTUAL	105,307.00	105,307.00	1,213.42	42,412.84	62,894.16	59.72%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 160 - PLANNING & ZONING Total:	**586,492.33**	**586,492.33**	**51,445.39**	**305,972.74**	**280,519.59**	**47.83%**
Department: 190 - FACILITIES						
50 - EXPENSES - PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00%
60 - EXPENSES - COMMODITIES	12,250.00	12,250.00	3,086.43	7,908.79	4,341.21	35.44%
70 - EXPENSES - CONTRACTUAL	133,600.00	133,600.00	6,285.90	68,520.93	65,079.07	48.71%
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	1,365,000.00	1,365,000.00	0.00	0.00%

SubObjec...		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
	Department: 190 - FACILITIES Total:	**1,510,850.00**	**1,510,850.00**	**1,374,372.33**	**1,441,429.72**	**69,420.28**	**4.59%**
	Total Revenues	**9,914,111.93**	**9,914,111.93**	**337,586.92**	**7,853,273.24**	**-2,060,838.69**	**20.79%**
	Total Expenses	**10,135,913.69**	**10,135,913.69**	**4,235,918.93**	**7,238,470.66**	**2,897,443.03**	**28.59%**
	Fund: 100 - General Fund Surplus (Deficit):	**-221,801.76**	**-221,801.76**	**-3,898,332.01**	**614,802.58**	**836,604.34**	**377.19%**
	Report Surplus (Deficit):	**-221,801.76**	**-221,801.76**	**-3,898,332.01**	**614,802.58**	**836,604.34**	**377.19%**

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	-3,898,332.01	614,802.58	836,604.34
Report Surplus (Deficit):	**-221,801.76**	**-221,801.76**	**-3,898,332.01**	**614,802.58**	**836,604.34**

BUDGETED FUNDS SUMMARY

NON-GENERAL FUND

City of Bel Aire, KS

Budget Report
Group Summary
For Fiscal: 2026 Period Ending: 07/31/2026

SubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 200 - Special Street & Highway						
Department: 210 - PUBLIC WORKS						
40 - REVENUES	1,274,860.00	1,274,860.00	1,025,264.45	1,223,304.08	-51,555.92	4.04%
50 - EXPENSES - PERSONNEL	132,538.52	132,538.52	13,931.58	76,028.22	56,510.30	42.64%
60 - EXPENSES - COMMODITIES	169,200.00	169,200.00	2,038.17	41,411.90	127,788.10	75.52%
70 - EXPENSES - CONTRACTUAL	187,634.00	187,634.00	15,849.11	123,596.75	64,037.25	34.13%
80 - EXPENSES - CAPITAL PROJECTS	955,000.00	955,000.00	26,592.68	41,156.78	913,843.22	95.69%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	**-169,512.52**	**-169,512.52**	**966,852.91**	**941,110.43**	**1,110,622.95**	**655.19%**
Total Revenues	**1,274,860.00**	**1,274,860.00**	**1,025,264.45**	**1,223,304.08**	**-51,555.92**	**4.04%**
Total Expenses	**1,444,372.52**	**1,444,372.52**	**58,411.54**	**282,193.65**	**1,162,178.87**	**80.46%**
Fund: 200 - Special Street & Highway Surplus (Deficit):	**-169,512.52**	**-169,512.52**	**966,852.91**	**941,110.43**	**1,110,622.95**	**655.19%**

Budget Report **For Fiscal: 2026 Pe...6**

SubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 400 - Land Bank Fund						
Department: 400 - LAND BANK						
40 - REVENUES	65,000.00	65,000.00	6,382.15	44,230.34	-20,769.66	31.95%
60 - EXPENSES - COMMODITIES	5,000.00	5,000.00	0.00	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%
Department: 400 - LAND BANK Surplus (Deficit):	**60,000.00**	**60,000.00**	**6,382.15**	**44,197.06**	**-15,802.94**	**26.34%**
Total Revenues	**65,000.00**	**65,000.00**	**6,382.15**	**44,230.34**	**-20,769.66**	**31.95%**
Total Expenses	**5,000.00**	**5,000.00**	**0.00**	**33.28**	**4,966.72**	**99.33%**
Fund: 400 - Land Bank Fund Surplus (Deficit):	**60,000.00**	**60,000.00**	**6,382.15**	**44,197.06**	**-15,802.94**	**26.34%**

Budget Report **For Fiscal: 2026 Pe...6**

SubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 410 - Bond & Interest						
Department: 410 - BOND AND INTEREST						
40 - REVENUES	4,571,235.00	4,571,235.00	1,046,907.34	4,377,646.24	-193,588.76	4.23%
80 - EXPENSES - CAPITAL PROJECTS	4,477,912.00	4,477,912.00	0.00	718,955.65	3,758,956.35	83.94%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 410 - BOND AND INTEREST Surplus (Deficit):	**93,323.00**	**93,323.00**	**1,046,907.34**	**3,658,690.59**	**3,565,367.59**	**-3,820.46%**
Total Revenues	**4,571,235.00**	**4,571,235.00**	**1,046,907.34**	**4,377,646.24**	**-193,588.76**	**4.23%**
Total Expenses	**4,477,912.00**	**4,477,912.00**	**0.00**	**718,955.65**	**3,758,956.35**	**83.94%**
Fund: 410 - Bond & Interest Surplus (Deficit):	**93,323.00**	**93,323.00**	**1,046,907.34**	**3,658,690.59**	**3,565,367.59**	**-3,820.46%**

Budget Report **For Fiscal: 2026 Pe…6**

SubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 520 - Water Utility						
Department: 210 - PUBLIC WORKS						
40 - REVENUES	4,062,898.00	4,062,898.00	400,423.69	2,343,558.45	-1,719,339.55	42.32%
50 - EXPENSES - PERSONNEL	512,605.17	512,605.17	58,756.75	321,046.05	191,559.12	37.37%
60 - EXPENSES - COMMODITIES	177,700.00	177,700.00	11,233.78	109,094.82	68,605.18	38.61%
70 - EXPENSES - CONTRACTUAL	2,444,258.00	2,444,258.00	173,094.75	1,088,576.27	1,355,681.73	55.46%
80 - EXPENSES - CAPITAL PROJECTS	985,314.50	985,314.50	27,230.00	60,356.25	924,958.25	93.87%
90 - EXPENSES - TRANSFERS	298,200.00	298,200.00	298,200.00	298,200.00	0.00	0.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	**-355,179.67**	**-355,179.67**	**-168,091.59**	**466,285.06**	**821,464.73**	**231.28%**
Total Revenues	**4,062,898.00**	**4,062,898.00**	**400,423.69**	**2,343,558.45**	**-1,719,339.55**	**42.32%**
Total Expenses	**4,418,077.67**	**4,418,077.67**	**568,515.28**	**1,877,273.39**	**2,540,804.28**	**57.51%**
Fund: 520 - Water Utility Surplus (Deficit):	**-355,179.67**	**-355,179.67**	**-168,091.59**	**466,285.06**	**821,464.73**	**231.28%**

Budget Report **For Fiscal: 2026 Pe...6**

SubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 530 - Sewer Utility						
Department: 210 - PUBLIC WORKS						
40 - REVENUES	3,357,963.00	3,357,963.00	338,896.31	2,334,988.77	-1,022,974.23	30.46%
50 - EXPENSES - PERSONNEL	485,333.95	485,333.95	39,712.45	232,347.52	252,986.43	52.13%
60 - EXPENSES - COMMODITIES	394,550.00	394,550.00	2,962.27	50,106.98	344,443.02	87.30%
70 - EXPENSES - CONTRACTUAL	2,166,575.00	2,166,575.00	143,545.48	1,115,020.06	1,051,554.94	48.54%
80 - EXPENSES - CAPITAL PROJECTS	1,031,689.44	1,031,689.44	0.00	15,844.72	1,015,844.72	98.46%
90 - EXPENSES - TRANSFERS	318,315.00	318,315.00	318,315.00	318,315.00	0.00	0.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	**-1,038,500.39**	**-1,038,500.39**	**-165,638.89**	**603,354.49**	**1,641,854.88**	**158.10%**
Total Revenues	**3,357,963.00**	**3,357,963.00**	**338,896.31**	**2,334,988.77**	**-1,022,974.23**	**30.46%**
Total Expenses	**4,396,463.39**	**4,396,463.39**	**504,535.20**	**1,731,634.28**	**2,664,829.11**	**60.61%**
Fund: 530 - Sewer Utility Surplus (Deficit):	**-1,038,500.39**	**-1,038,500.39**	**-165,638.89**	**603,354.49**	**1,641,854.88**	**158.10%**

Budget Report **For Fiscal: 2026 Pe...6**

SubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 540 - Solid Waste Utility						
Department: 540 - SOLID WASTE						
40 - REVENUES	760,000.00	760,000.00	71,165.80	496,626.38	-263,373.62	34.65%
70 - EXPENSES - CONTRACTUAL	660,000.00	660,000.00	54,087.00	320,145.17	339,854.83	51.49%
90 - EXPENSES - TRANSFERS	100,000.00	100,000.00	100,000.00	100,000.00	0.00	0.00%
Department: 540 - SOLID WASTE Surplus (Deficit):	**0.00**	**0.00**	**-82,921.20**	**76,481.21**	**76,481.21**	**0.00%**
Total Revenues	**760,000.00**	**760,000.00**	**71,165.80**	**496,626.38**	**-263,373.62**	**34.65%**
Total Expenses	**760,000.00**	**760,000.00**	**154,087.00**	**420,145.17**	**339,854.83**	**44.72%**
Fund: 540 - Solid Waste Utility Surplus (Deficit):	**0.00**	**0.00**	**-82,921.20**	**76,481.21**	**76,481.21**	**0.00%**

Budget Report **For Fiscal: 2026 Pe...6**

SubObjec…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 550 - Stormwater Utility						
Department: 550 - STORMWATER						
40 - REVENUES	99,500.00	99,500.00	10,100.66	249,550.99	150,050.99	150.81%
70 - EXPENSES - CONTRACTUAL	10,000.00	10,000.00	796.00	6,775.10	3,224.90	32.25%
80 - EXPENSES - CAPITAL PROJECTS	300,000.00	300,000.00	0.00	6,085.94	293,914.06	97.97%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 550 - STORMWATER Surplus (Deficit):	**-210,500.00**	**-210,500.00**	**9,304.66**	**236,689.95**	**447,189.95**	**212.44%**
Total Revenues	**99,500.00**	**99,500.00**	**10,100.66**	**249,550.99**	**150,050.99**	**150.81%**
Total Expenses	**310,000.00**	**310,000.00**	**796.00**	**12,861.04**	**297,138.96**	**95.85%**
Fund: 550 - Stormwater Utility Surplus (Deficit):	**-210,500.00**	**-210,500.00**	**9,304.66**	**236,689.95**	**447,189.95**	**212.44%**
Report Surplus (Deficit):	**-1,620,369.58**	**-1,620,369.58**	**1,612,795.38**	**6,026,808.79**	**7,647,178.37**	**471.94%**

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	966,852.91	941,110.43	1,110,622.95
400 - Land Bank Fund	60,000.00	60,000.00	6,382.15	44,197.06	-15,802.94
410 - Bond & Interest	93,323.00	93,323.00	1,046,907.34	3,658,690.59	3,565,367.59
520 - Water Utility	-355,179.67	-355,179.67	-168,091.59	466,285.06	821,464.73
530 - Sewer Utility	-1,038,500.39	-1,038,500.39	-165,638.89	603,354.49	1,641,854.88
540 - Solid Waste Utility	0.00	0.00	-82,921.20	76,481.21	76,481.21
550 - Stormwater Utility	-210,500.00	-210,500.00	9,304.66	236,689.95	447,189.95
Report Surplus (Deficit):	**-1,620,369.58**	**-1,620,369.58**	**1,612,795.38**	**6,026,808.79**	**7,647,178.37**

MANAGER'S REPORT

DATE: August 26, 2026

TO: Mayor Benage and City Council

FROM: Ted Henry, City Manager

RE: September 1, 2026 Agenda

Consent Agenda

- Minutes of August 18, 2026
- Petitions for Phase 2 Improvements in Bel Aire Lakes Addition
- Resolutions Authorizing Phase 2 Improvements in Bel Aire Lakes Addition
- Petitions for Phase 3 Improvements in Bel Aire Lakes Addition
- Resolutions Authorizing Phase 2 Improvements in Bel Aire Lakes Addition

The consent agenda includes the minutes from the previous regular City Council meeting.

In addition, the consent agenda includes petitions for Phase 2 and Phase 3 improvements (Paving & Drainage, Sanitary Sewer, and Waterline installation) in Bel Aire Lakes Addition. The cost of these improvements will ultimately be bonded and spread as special assessments to the benefiting lots. The Petitions detail how the costs will be divided among the benefiting lots and the Resolutions authorize the improvements.

Appropriations Ordinance

This appropriations ordinance encompasses 08/12/2026 through 08/25/2026 expenses and one payroll cycle. Expenditures amounted to $762,943,86. Of the reported expenses, $23,401.67 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances

- Presentation of Promotion
- Annual Audit Presentation

In this section, Tara Laughlin from Allen, Gibbs, & Houlik, L.C. will give a presentation on the City's annual audit.

But first, Chief Darrell Atteberry will present promotions to two officers, Officer Trumbull and Lieutenant Foxx.

Officer Trumbull has served the City of Bel Aire for the past 10 years and brings investigative experience from his prior military service. Throughout his time with the Bel Aire Police Department, he has applied those skills to criminal investigations and is already performing many of the responsibilities associated with the Detective position. Officer Trumbull has demonstrated a strong ability to investigate cases, develop leads, and solve crimes. He also serves as a member of the Property Crimes Reduction Task Force, working with other law enforcement agencies to

investigate and reduce property crimes throughout the area. His experience, proven investigative skills, and continued commitment to the department make this a well-deserved promotion to Detective.

Lieutenant Foxx has been a constant presence within the Bel Aire Police Department for the past 19 years. He began his career with the City as a Police Officer and has steadily moved through the ranks, serving under several Police Chiefs and providing consistency and leadership through many years of change. Lieutenant Foxx serves as the Police Chief's second-in-command and has played an important role in the day-to-day leadership of the department. His quality of service, experience, and steady leadership have helped build the strong culture we have within the Police Department today. His 19 years of dedicated service and proven leadership make his promotion to Captain both well-earned and well-deserved.

Public Hearing & Resolution regarding property tax levy in excess of RNR (Item IX.A.)

Per state legislation, if a local government entity intends to levy a tax rate greater than the Revenue Neutral Rate (RNR), the entity must hold a hearing. The RNR is provided by the County Clerk and sent to each unit of local government on or before June 15th of each year. Director of Finance Barry Smith has provided a detailed description of this procedure in the staff report in your packet.

Please Note: State law requires that the RNR hearing be held separately, and prior to, the Annual Budget Hearing.

Public Hearing regarding 2027 City of Bel Aire Budget (Item IX. B.)

Since February, the City Council has discussed the proposed budget over several workshops. On August 18th, the Council approved publication of Notice of Hearing for the budget. The Notice was published in the Ark Valley News and on the City's website. Tonight, the Council will hold the public hearing. After everyone has been given an opportunity to speak, the Council may close the hearing with a motion and vote. Later in the meeting, the Council will consider approving the budget.

Adoption of 2027 City of Bel Aire Budget (Item XII.A.)

Earlier in the meeting the Council will hold a public hearing on the budget, per state statute. Following the hearing, the Council may consider approving the budget. This will require a roll call vote of all Councilmembers.

Special Assessments for 2026 Bond, Approve Statement of Final Costs and other actions

The City is beginning the formal special assessment process for previously authorized infrastructure projects, including Homestead Senior Landing, Cozy Drive, Aurora Park, Arthur Heights, Sunflower Commerce Park 3rd Addition, and Bel Aire Lakes. The projects include street paving, water, sanitary sewer, and stormwater improvements.

Council is being asked to approve the final cost statements and proposed assessment rolls and establish a public hearing for September 15, 2026, at 7:00 p.m. Following approval, notice of the hearing will be published and mailed directly to affected property owners.

At the September 15 hearing, affected property owners will have an opportunity to provide written or oral objections to the proposed assessments. Following the hearing, Council will consider an ordinance formally levying the assessments. Property owners will then have 30 days to pay all or a portion of their assessment. Any remaining balance will be collected over 20 annual installments, plus interest based on the City's general obligation bond rate.

I've included two staff reports for the Aurora Park and Cozy Drive assessments.

Ordinance for PUD-26-03 Preliminary Plat, Casey's in Cedar Pass Addition

This lot is currently zoned C-1- Neighborhood Commercial Office which does not provide for convenience stores and vehicle fueling stations. The PUD Preliminary Plat application was submitted to create a C-2 Planned Unit Commercial Office and Retail District that allows for that use. The property, once the PUD case is approved, will request a lot split to create two parcels, allowing Parcel B to be sold by the property owner. The requested use is in line with commercial development zoning for the intersection and suitable for the property. The property was platted in 2022 as part of the Rock Springs 5th Addition, currently Cedar Pass addition and has remained vacant since that time. The signage, landscape and setback relief being requested meets the spirit of the code and all other codes will be followed on the project.

On August 13th, the Planning Commission held a public hearing for this case. Following the hearing, the Commission voted 4-1 to approve the request. In your packet, Paula Downs has provided a detailed report on the case. Also included in the packet are the Planning Commission's draft minutes from August 13, 2026, which include a summary of the hearing. Because this is a zoning matter, certain procedures will need to be followed for the City Council's consideration of this case. Paula Downs, Director of Community Development, will present the staff report for the case. Maria has provided options for motion language on the agenda and she will be present to answer any questions from the Council.

Contract RFP for Janitorial Services

The City maintains four facilities requiring recurring custodial and janitorial services: City Hall, the Police Department, the Recreation Center, and Public Works. The prior custodial arrangement concluded, and on July 28, 2026 the City issued RFB No. 2026-003 to solicit competitive sealed bids for a single, consolidated three-year contract across all four facilities. James Miller, Facilities Director, has provided a detailed report of the RFB process and submissions in the agenda packet.

Harris Dream Clean LLC, doing business as Harris Facility Solutions, of Wichita, Kansas, submitted the lowest evaluated annual price. The recommended contract provides for base recurring service at Option 1 frequency (twice weekly) across all four facilities at $33,019.56 annually, plus recurring monthly services (exterior entrance glass cleaning, Recreation Center gymnasium floor deep clean, and return air vent cleaning) totaling $30,804.00 annually, for an estimated total annual contract value of $63,823.56. The Option 1 base service also includes up to 1 additional inclement weather cleaning per week to assist during times of snow, ice, and rain. All cleaning equipment and supplies are provided by Harris Facility Solutions and included in the annual total.

The initial contract term is three years with no change in pricing for the three-year term. Two optional one-year renewals are available if agreed upon by the City and Harris Facility Solutions. The price increase for each additional one-year period is capped at the current three-year average CPI-U for the Midwest Region. Three bid alternates (carpet deep clean, hard tile floor scuff and

buff, and complete exterior window washing at City Hall) are held at the bid prices as options exercisable at the City's discretion.

The FY27 budget includes $72,650 for full janitorial services. The contract is compliant with the Kansas Cash Basis law, allowing the City to exit the contract if future funding for janitorial services is no longer available. In your packet, City staff have included the recommended contract with Harris Facility Solutions. City staff recommend approving the contract as presented.

Contract for Design Services, Bel Aire Lakes Phases 2 & 3

The Developer worked with Certified Engineering Design (CED) on Phase 1 of the subdivision and has asked them to provide an agreement for Engineering Design and Staking services for the phases 2 and 3 of the development of the subdivision. The fees included are for a full design and construction documents for Phase 2 and a preliminary/base design for Phase 3. This is to ensure the remaining development works harmoniously. There will be an additional contract for the final design and construction plan preparation once the Developer is ready to move onto Phase 3. Construction Observation services are not included in this contract and will be secured separately and provided for in a separate agreement closer to the time of construction. The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. In your packet, a staff report with a breakdown of the costs has been provided. The recommended contract with CED has also been provided in your agenda packet. Staff recommend approval of the contract as presented. City Engineer Anne Stephens will be present for any questions.

Ordinance Establishing a City Records Management Program

The proposed ordinance establishes a formal City Records Management Program to provide a consistent process for the creation, maintenance, preservation, retention, and disposition of City records while ensuring compliance with applicable federal and Kansas law.

The ordinance establishes responsibilities for the City Manager, City Attorney, and designated Official Custodians. It also creates an Administrative Schedule for records retention and disposition that can be reviewed and updated as needed without requiring future amendments to the ordinance.

The program will be administered using existing City personnel and resources, with no additional staffing proposed.