



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
October 21, 2025 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Tyler Dehn ____ Emily Hamburg ____
Tom Schmitz ____ John Welch ____

III. OPENING PRAYER: Father Terry Hedrick

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. **Approval of Minutes of the October 7, 2025 City Council meeting.**

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

Motion ____ Second ____ Vote ____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. **Consideration of Appropriations Ordinance No. 25-19 in the amount of \$2,242,892.69.**

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 25-19.

Motion ____ Second ____ Vote ____

VIII. CITY REQUESTED APPEARANCES

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

X. REPORTS

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

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration Of New Pool Filter Purchase For Central Park Swimming Pool.

Action: Motion to (approve / deny / table) purchase contract with United Industries, Inc. for new pool filter (As Presented / As Amended) at an amount not to exceed \$13,802.00 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration Of New Playground Renovation Purchases for Playground North Of The Recreation Center.

Action: Motion to (approve / deny / table) purchase contract with VersaSport LLC for playground renovation (As Presented / As Amended) at an amount not to exceed \$97,341.18 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration Of Preliminary Design and Inspection Contract for 2026 Street Maintenance Plan.

Action: Motion to (approve / deny / table) contract with PEC for 2026 Street Maintenance Plan (As Presented / As Amended) at an amount not to exceed \$115,000.00 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration Of New Office Furniture (Chairs and Tables) For New Public Works Facility.

Action: Motion to (approve / deny / table) purchase contract with Galaxie Business Equipment Inc. for office furniture (As Presented / As Amended) at an amount not to exceed \$17,533.18 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

- A.** Action: Motion to recess into executive session to discuss with legal counsel and receive legal advice related to pending litigation. The discussion will be pursuant to K.S.A. 75-4319 (b)(2) for legal consultation with Neil Gosch, which would be deemed privileged in the attorney-client relationship. Invite Neil Gosch, Katherine Chlumsky, City Manager,

City Attorney and City Engineer. The meeting will be for a period of (_____) minutes, and the open meeting will resume in City Council Chambers at (_____) p.m.

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

- A.** Budget Report - September 2025
- B.** Public Works Report - September 2025
- C.** Rec Activities, September 2025
- D.** City Manager's Report - October 21, 2025

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Video of this meeting can be streamed at www.belaireks.gov 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
October 07, 2025 7:00 PM



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

II. ROLL CALL

Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Tom Schmitz, and John Welch were present. No one was absent.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, Chief of Police Darrell Atteberry, City Engineer Anne Stephens, City Clerk Melissa Krehbiel, Rebecca Lewis of Burns & McDonnell, City Bond Counsel Kevin Cowan of Gilmore & Bell, P.A., City Financial Consultant Adam Pope of Columbia Capital, and Jason Gish of MKEC.

III. OPENING PRAYER: Mark Posson provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

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

B. Approve the Minutes of the September 9, 2025 City Council Special Meeting.

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 25-17 in the amount of \$525,713.10.

MOTION: Councilmember Dehn to approve Appropriations Ordinance No. 25-17. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

B. Consideration of Appropriations Ordinance No. 25-18 in the amount of \$3,155,586.35.

MOTION: Councilmember Schmitz moved to approve Appropriations Ordinance No. 25-18. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

VIII. CITY REQUESTED APPEARANCES

A. Presentation of Life Saving Awards to Sgt. Davis, Officer Oldenettel, and Officer Trumbull.

The officers were recognized for their life saving work in three separate incidents. Chief of Police Darrell Atteberry presented the awards.

IX. CITIZEN CONCERNS: No one spoke.

X. REPORTS

A. Council Member Reports

Councilmember Hamburg reported on the latest CCUA meeting and thanked Waste Connections staff for their work during fall curbside cleanup. She reported she has heard from a resident asking about driving golf carts on City streets and would like to discuss the topic at a future workshop.

Councilmember Davied reported on the latest CCUA meeting.

Councilmember Dehn reported he recently attended the WSU Economic Outlook conference and helped the K-254 Corridor Development Association host a webinar regarding the upcoming KDOT local consult. He plans to attend the KDOT Local Consult tomorrow to advocate for improvements to local transportation.

B. Mayor's Report

Mayor Benage reported on several meetings and events he attended including the REAP regional water summit, a USD 259 school board meeting, the WAMPO Policy Board meeting, the South Central Association of Cities (SCAC), the Bel Aire Utility Advisory Committee, a workforce development roundtable, and the Economic Outlook conference.

He commented on the assassination of Charlie Kirk and the need for society to get back to having reasonable disagreements without violence. He asked for prayers for the Kirk family.

C. City Attorney Report

City Attorney Maria Schrock reported on a change to the approval process for Cereal Malt Beverage (CMB) License applications. The Kansas Department of Revenue, Alcoholic Beverage Control (ABC) recently contacted cities about the change. Applicants will now apply directly to ABC for their CMB tax stamps. After ABC issues the stamp, the applicant may apply to the City for the CMB license.

D. City Manager Report

City Manager Ted Henry reported that City offices will be closed to the public on Columbus Day, October 13th, for a staff professional development day. Fall Festival will be held at the Bel Aire Recreation Center on October 18th. He reported that building permits are being issued at about the same rate as last year.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. **Consideration of An Ordinance Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2025A, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax For The Purpose Of Paying The Principal Of And Interest On Said Bonds As They Become Due; Authorizing Certain Other Documents And Actions In Connection Therewith; And Making Certain Covenants With Respect Thereto.**

MOTION: Councilmember Schmitz to approve An Ordinance Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2025A, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax For The Purpose Of Paying The Principal Of And Interest On Said Bonds As They Become Due; Authorizing Certain Other Documents And Actions In Connection Therewith; And Making Certain Covenants With Respect Thereto and authorize all required signatures. Councilmember Davied seconded the motion. *Motion carried 5-0.*

B. **Consideration of A Resolution Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Bonds, Series 2025A, Of The City Of Bel Aire, Kansas, Previously Authorized By Ordinance No. 748 Of The Issuer; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith.**

MOTION: Councilmember Davied to adopt A Resolution Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Bonds, Series 2025A, Of The City Of Bel Aire, Kansas, Previously Authorized By Ordinance No. 748 Of The Issuer; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith and authorize all required signatures. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

C. **Consideration of A Resolution Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Temporary Notes, Series 2025B, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax, If Necessary, For The Purpose Of Paying The Principal Of And Interest On Said Notes As They Become Due; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith.**

MOTION: Councilmember Hamburg moved to adopt A Resolution Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Temporary Notes, Series 2025B, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax, If Necessary, For The Purpose Of Paying The Principal Of And Interest On Said Notes As They Become Due; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith, and authorize all required signatures. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

D. Consideration of a Contract with MKEC for Professional Engineering Services related to Skyview at Webb Addition, Phase 1.

MOTION: Councilmember Davied to approve the contract with MKEC related to Skyview at Webb Addition, Phase 1 As Presented at an amount not to exceed \$266,927.00 and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 3-2* with Councilmembers Welch and Schmitz voting against the motion.

E. Consideration of an Agreement with USP Technologies for Odor and Corrosion Control Pilot Study in Sewer Collection Systems.

MOTION: Councilmember Dehn moved to approve the agreement with USP Technologies for Odor and Corrosion Control Pilot Study in Sewer Collection Systems As Presented, at a cost not to exceed \$14,904.00, and authorize all required signatures. Councilmember Welch seconded the motion. *Motion carried 4-1*, with councilmember Davied voting against the motion.

F. Consideration of Authority to Award Contract and Commitment of City Funds For Construction of Multi-Use Path on East 53rd Street.

MOTION: Councilmember Welch moved to Adopt A Resolution Approving KDOT Authority to Award Contract for Construction of Multi-Use Path on East 53rd Street, Pledge \$335,000 in City Funds, and Authorize city staff and the Mayor to sign all necessary documents. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

XII. EXECUTIVE SESSION

MOTION: Councilmember Welch moved to take a 5-minute recess. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council then held a brief recess.

A. Executive Session

MOTION: Councilmember Davied moved to recess into executive session to discuss with legal counsel and receive legal advice related to pending litigation. The discussion will be pursuant to K.S.A. 75- 4319 (b)(2) for legal consultation with Neil Gosch, which would be deemed privileged in the attorney-client relationship. Invite Neil Gosch, Katherine Chlumsky, City Manager, City Attorney and City Engineer. The meeting will

be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 9:00 p.m. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

The Council recessed into Executive Session. At 9:01 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

B. Executive Session

MOTION: Councilmember Dehn moved to recess into executive session for preliminary discussion of the acquisition of real property. The discussion will be pursuant to K.S.A. 75- 4319 (b)(6). Invite City Manager and City Attorney. The meeting will be for a period of 10 minutes, and the open meeting will resume in City Council Chambers at 9:11 p.m. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

The Council then recessed for Executive Session. At 9:12 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

XIII. DISCUSSION AND FUTURE ISSUES

A. Work Session - October 14, 2025 at 7:00 p.m.?

City Manager Ted Henry mentioned topics that may be discussed at the workshop. No action was taken.

XIV. ADJOURNMENT

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

Approved by the City Council this _____ day of _____, 2025.

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk



City of Bel Aire, KS

Payment Dates 10/1/2025 - 10/14/2025

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0178 -					
AFLAC	EMPLOYEE MONTHLY PREMI...	09/25/2025	10/01/2025		514.68
AFLAC	EMPLOYEE MONTHLY PREMI...	09/25/2025	10/01/2025		138.08
AFLAC	EMPLOYEE MONTHLY PREMI...	09/25/2025	10/01/2025		131.04
Vendor DBA 0178 - AFLAC Total:					783.80
Vendor DBA: 1548 -					
ALLEN, GIBBS & HOULIK, LC/A...	2024 AUDIT PROGRESS	10/06/2025	10/07/2025		20,488.00
Vendor DBA 1548 - ALLEN, GIBBS & HOULIK, LC/AGH Total:					20,488.00
Vendor DBA: 1290 -					
BIG SKY PARTY RENTALS, LLC	NATIONAL NIGHT OUT	10/02/2025	10/07/2025		270.00
Vendor DBA 1290 - BIG SKY PARTY RENTALS, LLC Total:					270.00
Vendor DBA: 1318 -					
BRADY INDUSTRIES OF KS- BR...	CH:JANITORIAL SUPPLIES	10/02/2025	10/07/2025		34.90
Vendor DBA 1318 - BRADY INDUSTRIES OF KS- BRADY PLUS Total:					34.90
Vendor DBA: 0170 -					
CHISHOLM CREEK UTILITY AU...	09/25 CCUA CONTINGENCY	10/09/2025	10/10/2025		3,000.00
CHISHOLM CREEK UTILITY AU...	09/25 CCUA CONTINGENCY	10/09/2025	10/10/2025		2,820.00
Vendor DBA 0170 - CHISHOLM CREEK UTILITY AUTH. Total:					5,820.00
Vendor DBA: 0028 -					
CINTAS CORPORATION	PW UNIFORMS	10/01/2025	10/07/2025		70.97
CINTAS CORPORATION	PW UNIFORMS	10/01/2025	10/07/2025		35.72
CINTAS CORPORATION	PW UNIFORMS	10/01/2025	10/07/2025		138.66
CINTAS CORPORATION	PW UNIFORMS	10/01/2025	10/07/2025		73.15
CINTAS CORPORATION	PD MATS	09/30/2025	10/07/2025		40.00
Vendor DBA 0028 - CINTAS CORPORATION Total:					358.50
Vendor DBA: 2618 - CITYCODE FINANCIAL LLC					
CITYCODE FINANCIAL LLC	ADDITIONAL CODE BOOK	10/01/2025	10/07/2025		75.00
Vendor DBA 2618 - CITYCODE FINANCIAL LLC Total:					75.00
Vendor DBA: 0685 -					
COUNTRYSIDE LAWN & TREE ...	AGRICULTURE & TURF SUPPLI...	10/09/2025	10/10/2025		655.00
COUNTRYSIDE LAWN & TREE ...	AGRICULTURE & TURF SUPPLI...	10/09/2025	10/10/2025		105.00
COUNTRYSIDE LAWN & TREE ...	AGRICULTURE & TURF SUPPLI...	10/09/2025	10/10/2025		255.00
COUNTRYSIDE LAWN & TREE ...	AGRICULTURE & TURF SUPPLI...	10/09/2025	10/10/2025		365.00
COUNTRYSIDE LAWN & TREE ...	AGRICULTURE & TURF SUPPLI...	10/09/2025	10/10/2025		140.00
COUNTRYSIDE LAWN & TREE ...	AGRICULTURE & TURF SUPPLI...	09/30/2025	10/10/2025		155.00
Vendor DBA 0685 - COUNTRYSIDE LAWN & TREE CARE Total:					1,675.00
Vendor DBA: 3017 -					
CRITTER GITTERS PRO, LLC.	BEAVER REMOVAL	10/06/2025	10/07/2025		500.00
CRITTER GITTERS PRO, LLC.	BEAVER REMOVAL	10/06/2025	10/07/2025		500.00
Vendor DBA 3017 - CRITTER GITTERS PRO, LLC. Total:					1,000.00
Vendor DBA: T1406 -					
CROSSLAND CONSTRUCTION ...	CONSTRUCTION-PW BLDG	10/09/2025	10/10/2025	001-8886	518,279.68
Vendor DBA T1406 - CROSSLAND CONSTRUCTION CO, INC. Total:					518,279.68
Vendor DBA: 1746 -					
DARRELL ATTEBERRY	PER DIEM-MILEAGE FUNERAL ...	10/09/2025	10/10/2025		33.00
Vendor DBA 1746 - DARRELL ATTEBERRY Total:					33.00
Vendor DBA: 2309 -					
DEBORAH APPEL	KS DEPT OF LABOR SAFETY C...	10/01/2025	10/07/2025		223.40
Vendor DBA 2309 - DEBORAH APPEL Total:					223.40

AP ORDINANCE

Payment Date

Section VII, Item A.

25

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0032 -					
DELTA DENTAL PLAN of KANS...	10/25 MONTHLY PREMIUM	09/18/2025	10/01/2025		2,302.90
DELTA DENTAL PLAN of KANS...	10/25 MONTHLY PREMIUM	09/18/2025	10/01/2025		172.14
DELTA DENTAL PLAN of KANS...	10/25 MONTHLY PREMIUM	09/18/2025	10/01/2025		335.70
Vendor DBA 0032 - DELTA DENTAL PLAN of KANSAS Total:					2,810.74
Vendor DBA: 0214 -					
DIGITAL OFFICE SYSTEMS - DOS	PD COPIER OVERAGE	10/08/2025	10/10/2025		52.32
Vendor DBA 0214 - DIGITAL OFFICE SYSTEMS - DOS Total:					52.32
Vendor DBA: 2326 -					
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	10/09/2025	10/10/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	10/09/2025	10/10/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	10/09/2025	10/10/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	10/09/2025	10/10/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	10/09/2025	10/10/2025		90.00
Vendor DBA 2326 - ECITY TRANSACTIONS, LLC Total:					450.00
Vendor DBA: 2805 -					
ELLIE WILKINS	YOUTH SPORTS OFFICIAL	10/02/2025	10/07/2025		108.00
Vendor DBA 2805 - ELLIE WILKINS Total:					108.00
Vendor DBA: 3013 -					
EMILY HURT	YOUTH SPORTS OFFICIAL	10/03/2025	10/07/2025		120.00
Vendor DBA 3013 - EMILY HURT Total:					120.00
Vendor DBA: 1802 -					
EMPOWER RETIREMENT 457	457 CITY MANAGER	10/09/2025	10/09/2025		540.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	10/09/2025	10/09/2025		612.00
Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:					1,152.00
Vendor DBA: 0046 -					
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	10/06/2025	10/06/2025		48.84
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	10/06/2025	10/06/2025		50.52
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	10/07/2025	10/06/2025		26.62
EVERGY KANSAS CENTRAL INC	FOUNTAINS	10/07/2025	10/06/2025		212.28
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	10/07/2025	10/06/2025		27.20
EVERGY KANSAS CENTRAL INC	LIFT STATION	10/07/2025	10/06/2025		856.01
EVERGY KANSAS CENTRAL INC	FOUNTAINS	10/07/2025	10/06/2025		127.72
EVERGY KANSAS CENTRAL INC	LIFT STATION	10/07/2025	10/06/2025		26.55
EVERGY KANSAS CENTRAL INC	POOL	10/07/2025	10/06/2025		47.81
EVERGY KANSAS CENTRAL INC	MAINT SHOP	10/07/2025	10/06/2025		383.40
EVERGY KANSAS CENTRAL INC	MAINT SHOP	10/07/2025	10/06/2025		230.04
EVERGY KANSAS CENTRAL INC	MAINT SHOP	10/07/2025	10/06/2025		460.08
EVERGY KANSAS CENTRAL INC	MAINT SHOP	10/07/2025	10/06/2025		460.07
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	10/07/2025	10/06/2025		46.03
EVERGY KANSAS CENTRAL INC	LIFT STATION	10/07/2025	10/06/2025		49.58
EVERGY KANSAS CENTRAL INC	LIFT STATION	10/07/2025	10/06/2025		163.34
EVERGY KANSAS CENTRAL INC	REC	10/07/2025	10/06/2025		28.22
EVERGY KANSAS CENTRAL INC	WATER TOWER	10/07/2025	10/06/2025		120.41
EVERGY KANSAS CENTRAL INC	REC	10/06/2025	10/06/2025		586.22
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	10/07/2025	10/06/2025		28.71
EVERGY KANSAS CENTRAL INC	LIFT STATION	10/07/2025	10/06/2025		358.75
EVERGY KANSAS CENTRAL INC	CITY HALL	10/07/2025	10/06/2025		1,974.00
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	10/07/2025	10/06/2025		33.14
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	10/07/2025	10/06/2025		82.33
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	10/07/2025	10/06/2025		59.29
EVERGY KANSAS CENTRAL INC	LIFT STATION	10/07/2025	10/06/2025		269.93
EVERGY KANSAS CENTRAL INC	SPRINKLER	10/07/2025	10/06/2025		26.62
EVERGY KANSAS CENTRAL INC	WATER TOWER	10/07/2025	10/06/2025		284.83
EVERGY KANSAS CENTRAL INC	FOUNTAINS	10/07/2025	10/06/2025		26.55
Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:					7,095.09

AP ORDINANCE

Payment Date

Section VII, Item A.

25

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0118 - EWING					
	CONSTRUCTION MATERIAL-V...	10/02/2025	10/07/2025		195.59
Vendor DBA 0118 - EWING Total:					195.59
Vendor DBA: 2654 - EXPERT AUTO CENTER					
	PD-MAINTENANCE/REPAIR	09/30/2025	10/07/2025		1,312.37
Vendor DBA 2654 - EXPERT AUTO CENTER Total:					1,312.37
Vendor DBA: 1269 - FASTENAL COMPANY					
	CONSTRUCTION MATERIAL	10/08/2025	10/10/2025		30.14
Vendor DBA 1269 - FASTENAL COMPANY Total:					30.14
Vendor DBA: 0010 - FICA/FEDERAL W/H					
	SOCIAL SECURITY/FICA	10/09/2025	10/09/2025		12,584.84
	SOCIAL SECURITY/FICA	10/09/2025	10/09/2025		291.48
	SOCIAL SECURITY/FICA	10/09/2025	10/09/2025		1,170.96
	SOCIAL SECURITY/FICA	10/09/2025	10/09/2025		1,371.40
	FEDERAL W/H TAXES	10/09/2025	10/09/2025		7,440.88
	FEDERAL W/H TAXES	10/09/2025	10/09/2025		146.87
	FEDERAL W/H TAXES	10/09/2025	10/09/2025		573.37
	FEDERAL W/H TAXES	10/09/2025	10/09/2025		962.37
	MEDICARE/FICA	10/09/2025	10/09/2025		2,943.18
	MEDICARE/FICA	10/09/2025	10/09/2025		68.16
	MEDICARE/FICA	10/09/2025	10/09/2025		273.88
	MEDICARE/FICA	10/09/2025	10/09/2025		320.68
	SOCIAL SECURITY/FICA	10/09/2025	10/09/2025		23.24
	FEDERAL W/H TAXES	10/09/2025	10/09/2025		18.87
	MEDICARE/FICA	10/09/2025	10/09/2025		5.42
Vendor DBA 0010 - FICA/FEDERAL W/H Total:					28,195.60
Vendor DBA: 2142 - FIRESTONE COMPLETE AUTO CA					
	PD VEHICLE MAINT/REPAIR	10/01/2025	10/07/2025		198.92
Vendor DBA 2142 - FIRESTONE COMPLETE AUTO CA Total:					198.92
Vendor DBA: 0068 - GALLS, LLC					
	UNIFORMS	10/08/2025	10/10/2025		83.72
	PD SUPPLIES	10/08/2025	10/10/2025		58.00
	UNIFORMS	10/08/2025	10/10/2025		263.91
	UNIFORMS	10/08/2025	10/10/2025		380.82
Vendor DBA 0068 - GALLS, LLC Total:					786.45
Vendor DBA: 2081 - GARVER					
	53RD ST. N. & ROCK RD BOX R...	09/30/2025	10/07/2025		922.56
	45TH OLIVER-WOODLAWN DI...	09/30/2025	10/07/2025	021-8832	7,950.72
	45TH OLIVER-WOODLAWN DI...	09/30/2025	10/07/2025	021-8852	2,593.00
	CITY OF BEL AIRE KANSAS MSA	09/30/2025	10/07/2025		426.50
	CITY OF BEL AIRE KANSAS MSA	09/30/2025	10/07/2025		18,382.90
	ARTHUR HEIGHTS ENGINEERI...	09/30/2025	10/07/2025	012-8860	549.50
	CHAPEL LANDING 5TH	09/30/2025	10/07/2025	007-8862	2,652.24
	SKYVIEW 2ND ADD PH 2	09/30/2025	10/07/2025	006-8861	113.00
	SKYVIEW 2ND ADD PH 2	09/30/2025	10/07/2025	006-8862	1,310.75
	SAND ST CONVERSION COZY/...	09/30/2025	10/07/2025	010-8862	11,013.93
	SAND ST CONVERSION COZY/...	09/30/2025	10/07/2025	010-8882	3,474.48
Vendor DBA 2081 - GARVER Total:					49,389.58
Vendor DBA: 2599 - HALL'S CULLIGAN WATER					
	WATER SERVICE - PD	09/30/2025	10/07/2025		32.50
	WATER SERVICE-CH	09/30/2025	10/07/2025		42.00
	WATER SERVICE - PW	09/30/2025	10/07/2025		17.95
	WATER SERVICE - PW	09/30/2025	10/07/2025		17.95
	WATER SERVICE - PW	09/30/2025	10/07/2025		17.95
	WATER SERVICE - PW	09/30/2025	10/07/2025		17.95
	WATER SERVICE - PD	09/30/2025	10/07/2025		32.50
	WATER SERVICE-CH	09/30/2025	10/07/2025		42.00
	WATER SERVICE - PW	09/30/2025	10/07/2025		1.22

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
HALL'S CULLIGAN WATER	WATER SERVICE - PW	09/30/2025	10/07/2025		1.23
HALL'S CULLIGAN WATER	WATER SERVICE - PW	09/30/2025	10/07/2025		1.22
HALL'S CULLIGAN WATER	WATER SERVICE - PW	09/30/2025	10/07/2025		1.23
Vendor DBA 2599 - HALL'S CULLIGAN WATER Total:					225.70
Vendor DBA: 2438 -					
IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN NOV..	10/09/2025	10/10/2025		833.00
Vendor DBA 2438 - IMA FINANCIAL GROUP, INC Total:					833.00
Vendor DBA: 2582 -					
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	10/08/2025	10/10/2025		82.14
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	10/08/2025	10/10/2025		41.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	10/08/2025	10/10/2025		124.48
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	10/08/2025	10/10/2025		124.48
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	10/08/2025	10/10/2025		41.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	10/08/2025	10/10/2025		82.14
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	10/08/2025	10/10/2025		707.93
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	10/08/2025	10/10/2025		165.97
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	10/08/2025	10/10/2025		82.14
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	10/08/2025	10/10/2025		207.47
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	10/08/2025	10/10/2025		41.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	10/08/2025	10/10/2025		207.47
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	10/08/2025	10/10/2025		208.31
Vendor DBA 2582 - IMAGINE IT INC Total:					2,117.00
Vendor DBA: 2282 - INTERLINGUAL INTERPRETING					
INTERLINGUAL INTERPRETING	COURT INTERPRETER 08/25	10/02/2025	10/07/2025		143.25
Vendor DBA 2282 - INTERLINGUAL INTERPRETING Total:					143.25
Vendor DBA: 2099 -					
JAMES BENAGE	JULY-SEPT.' 25 MILEAGE/MEAL..	10/06/2025	10/07/2025		484.65
Vendor DBA 2099 - JAMES BENAGE Total:					484.65
Vendor DBA: 2786 -					
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	10/09/2025	10/10/2025		2,780.25
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	10/09/2025	10/10/2025		3,610.20
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	10/09/2025	10/10/2025		785.40
Vendor DBA 2786 - JAY C HINKEL, ATTORNEY AT LAW Total:					7,175.85
Vendor DBA: 2083 -					
JCI INDUSTRIES, INC.	EQUIPMENT	10/06/2025	10/07/2025		52,309.00
Vendor DBA 2083 - JCI INDUSTRIES, INC. Total:					52,309.00
Vendor DBA: 2639 - JODEE B'S CATERING					
JODEE B'S CATERING	STAFF PROFESSIONAL DEV. BR...	10/09/2025	10/10/2025		560.00
JODEE B'S CATERING	VOLUNTEER MEAL	10/09/2025	10/10/2025		350.00
Vendor DBA 2639 - JODEE B'S CATERING Total:					910.00
Vendor DBA: 2877 -					
JOSHUA MEYER	PER DIEM-ASP INSTRUCTOR C...	10/09/2025	10/10/2025		200.00
Vendor DBA 2877 - JOSHUA MEYER Total:					200.00
Vendor DBA: 1665 -					
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC	10/09/2025	10/10/2025		643.50
Vendor DBA 1665 - JOY K WILLIAMS, ATTY AT LAW Total:					643.50
Vendor DBA: 0196 -					
K P E R S	KP&F	10/09/2025	10/09/2025		13,040.68
K P E R S	KPERS 1	10/09/2025	10/09/2025		1,137.60
K P E R S	KPERS 1	10/09/2025	10/09/2025		419.70
K P E R S	KPERS 1	10/09/2025	10/09/2025		394.91
K P E R S	KPERS 1	10/09/2025	10/09/2025		395.59
K P E R S	KPERS 2	10/09/2025	10/09/2025		1,986.52
K P E R S	KPERS 2	10/09/2025	10/09/2025		328.61
K P E R S	KPERS 3	10/09/2025	10/09/2025		6,703.67
K P E R S	KPERS 3	10/09/2025	10/09/2025		863.09
K P E R S	KPERS 3	10/09/2025	10/09/2025		1,449.53

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
K P E R S	KPERS 3	10/09/2025	10/09/2025		31.31
Vendor DBA 0196 - K P E R S Total:					26,751.21
Vendor DBA: 0220 -					
KANSAS DEPT OF LABOR/EMP...	KDOL UNEMPLOYMENT TAX	10/02/2025	10/01/2025		69.19
KANSAS DEPT OF LABOR/EMP...	KDOL UNEMPLOYMENT TAX	10/02/2025	10/01/2025		9.64
Vendor DBA 0220 - KANSAS DEPT OF LABOR/EMPLOYMENT - KS EMPLOYMENT SECURITY FUND Total:					78.83
Vendor DBA: 0197 -					
KANSAS DEPT OF REVENUE	KS STATE W/H	10/09/2025	10/09/2025		4,794.08
KANSAS DEPT OF REVENUE	KS STATE W/H	10/09/2025	10/09/2025		87.43
KANSAS DEPT OF REVENUE	KS STATE W/H	10/09/2025	10/09/2025		420.38
KANSAS DEPT OF REVENUE	KS STATE W/H	10/09/2025	10/09/2025		530.23
KANSAS DEPT OF REVENUE	KS STATE W/H	10/09/2025	10/09/2025		10.46
Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:					5,842.58
Vendor DBA: 3016 -					
KANSAS DEPT. OF ADMINISTR...	BEL AIRE 24 AUDIT FILING FEE	10/09/2025	10/10/2025		300.00
Vendor DBA 3016 - KANSAS DEPT. OF ADMINISTRATION Total:					300.00
Vendor DBA: 0075 -					
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 277 FOR 09/25	10/09/2025	10/10/2025		184.21
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 277 FOR 09/25	10/09/2025	10/10/2025		184.20
Vendor DBA 0075 - KANSAS ONE-CALL SYSTEM, INC. Total:					368.41
Vendor DBA: 0076 - KANSAS PAVING					
KANSAS PAVING	53RD ST. RECON-OLIVER TO ...	10/06/2025	10/07/2025	002-8882	774,177.88
KANSAS PAVING	CHAPEL LANDING 5TH PH. 1-P...	10/06/2025	10/07/2025	007-8882	138,807.71
Vendor DBA 0076 - KANSAS PAVING Total:					912,985.59
Vendor DBA: 0074 -					
KANSAS STATE TREASURER	COURT FEES	10/02/2025	10/07/2025		134.70
KANSAS STATE TREASURER	COURT FEES	10/02/2025	10/07/2025		795.13
KANSAS STATE TREASURER	COURT FEES	10/02/2025	10/07/2025		207.91
KANSAS STATE TREASURER	COURT FEES	10/02/2025	10/07/2025		28.95
KANSAS STATE TREASURER	COURT FEES	10/02/2025	10/07/2025		648.39
KANSAS STATE TREASURER	COURT FEES	10/02/2025	10/07/2025		40.00
KANSAS STATE TREASURER	COURT FEES	10/02/2025	10/07/2025		114.76
Vendor DBA 0074 - KANSAS STATE TREASURER Total:					1,969.84
Vendor DBA: 0523 -					
KANSAS STATE UNIVERSITY	UNIFORM/VEST	10/08/2025	10/10/2025		1,500.00
Vendor DBA 0523 - KANSAS STATE UNIVERSITY Total:					1,500.00
Vendor DBA: 0836 -					
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	10/09/2025	10/10/2025		93.03
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	10/09/2025	10/10/2025		34.89
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	10/09/2025	10/10/2025		372.12
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	10/09/2025	10/10/2025		558.34
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	10/09/2025	10/10/2025		248.08
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	10/09/2025	10/10/2025		279.09
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	10/09/2025	10/10/2025		104.69
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	10/09/2025	10/10/2025		248.08
Vendor DBA 0836 - KANZA CO-OPERATIVE ASSOCIATION Total:					1,938.32
Vendor DBA: 0208 -					
KEY EQUIPMENT & SUPPLY CO	VEH/EQUIP LEASE/PURCHASE	10/09/2025	10/10/2025		68,850.00
Vendor DBA 0208 - KEY EQUIPMENT & SUPPLY CO Total:					68,850.00
Vendor DBA: 2869 -					
KU LAW ENFORCEMENT TRAIN..	TRAINING/CONFERENCES	10/09/2025	10/10/2025		225.00
Vendor DBA 2869 - KU LAW ENFORCEMENT TRAINING CENTER Total:					225.00
Vendor DBA: 1392 -					
LAUTZ LAW LLC	COURT APPT. ATTY. SERVICES	10/01/2025	10/07/2025		225.00
LAUTZ LAW LLC	COURT APPT. ATTY. SERVICES	10/01/2025	10/07/2025		225.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount	
LAUTZ LAW LLC	COURT APPT. ATTY. SERVICES	10/01/2025	10/07/2025		225.00	
Vendor DBA 1392 - LAUTZ LAW LLC Total:					675.00	
Vendor DBA: 3010 -						
LOUIS BANKS	WITNESS FEES	10/02/2025	10/07/2025		10.00	
Vendor DBA 3010 - LOUIS BANKS Total:					10.00	
Vendor DBA: 0264 -						
MARTY A HESS	YOGA INSTRUCTOR	10/02/2025	10/07/2025		120.00	
Vendor DBA 0264 - MARTY A HESS Total:					120.00	
Vendor DBA: 3015 -						
MILDRED SPIRES	REFUND-WRONG ADDRESS	10/03/2025	10/07/2025		100.00	
Vendor DBA 3015 - MILDRED SPIRES Total:					100.00	
Vendor DBA: 2804 -						
NATHAN J ATWATER	YOUTH SPORTS OFFICIAL	10/02/2025	10/07/2025		72.00	
Vendor DBA 2804 - NATHAN J ATWATER Total:					72.00	
Vendor DBA: 2153 - NATIONAL CENTER FOR SAFETY						
NATIONAL CENTER FOR SAFETY YOUTH SPORTS OFFICIAL BAC...		10/09/2025	10/10/2025		17.50	
Vendor DBA 2153 - NATIONAL CENTER FOR SAFETY Total:					17.50	
Vendor DBA: 2556 -						
NATIONAL LEAGUE OF CITIES	COUNCIL MEMBERSHIP DUES	09/30/2025	10/07/2025		1,353.00	
Vendor DBA 2556 - NATIONAL LEAGUE OF CITIES Total:					1,353.00	
Vendor DBA: 2296 -						
NICHALAS HARDWICK	YOUTH SPORTS OFFICIAL	10/02/2025	10/07/2025		90.00	
Vendor DBA 2296 - NICHALAS HARDWICK Total:					90.00	
Vendor DBA: 2369 -						
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	10/02/2025	10/03/2025		576.03	
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					576.03	
Vendor DBA: 2524 -						
PEARSON CONSTRUCTION LLC/	BEL AIRE LAKES ADD.PAVING ...	10/06/2025	10/07/2025	005-8882	185,162.80	
Vendor DBA 2524 - PEARSON CONSTRUCTION LLC/ Total:					185,162.80	
Vendor DBA: 0263 -						
PITNEY BOWES GLOBAL FINA...	POSTAGE REFILL/INK	10/08/2025	10/07/2025		500.00	
Vendor DBA 0263 - PITNEY BOWES GLOBAL FINANCIAL Total:					500.00	
Vendor DBA: 3008 - PRI						
PRI	TRAINING/CONFERENCES	09/30/2025	10/07/2025		159.00	
Vendor DBA 3008 - PRI Total:					159.00	
Vendor DBA: 2324 -						
PROFESSIONAL ENGINEERING...	COMPREHENSIVE LAND USE P...	09/30/2025	10/07/2025		2,650.00	
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	09/30/2025	10/07/2025		10,000.00	
Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:					12,650.00	
Vendor DBA: 3011 -						
QUEAWNA BEACH-SMITH	WITNESS FEE	10/02/2025	10/07/2025		10.00	
Vendor DBA 3011 - QUEAWNA BEACH-SMITH Total:					10.00	
Vendor DBA: 1899 - SCKACS						
SCKACS	COURT SERVICES OFFICER	10/09/2025	10/10/2025		400.00	
Vendor DBA 1899 - SCKACS Total:					400.00	
Vendor DBA: 0471 -						
SECURITY BANK OF KANSAS CI...	PBC/PRINCIPAL PAYMENT	10/10/2025	10/10/2025		96,397.91	
Vendor DBA 0471 - SECURITY BANK OF KANSAS CITY Total:					96,397.91	
Vendor DBA: 0216 -						
SEDGWICK COUNTY DIV OF FI...	09/25 PRISONER HOUSING FE...	10/09/2025	10/10/2025		2.85	
Vendor DBA 0216 - SEDGWICK COUNTY DIV OF FINANCE Total:					2.85	
Vendor DBA: 0707 - SITEONE LANDSCAPE SUPPLY						
SITEONE LANDSCAPE SUPPLY	TREE PLANTING	10/02/2025	10/07/2025		859.90	
SITEONE LANDSCAPE SUPPLY	CONSTRUCTION MATERIAL-V...	10/01/2025	10/07/2025		340.70	

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SITEONE LANDSCAPE SUPPLY	CONSTRUCTION MATERIAL-V...	10/01/2025	10/07/2025		295.52
Vendor DBA 0707 - SITEONE LANDSCAPE SUPPLY Total:					1,496.12
Vendor DBA: 0140 -					
SPECTRUM PROMOTIONAL P...	STAFF UNIFORMS/CLOTHING	10/02/2025	10/07/2025		95.70
Vendor DBA 0140 - SPECTRUM PROMOTIONAL PRODUCTS Total:					95.70
Vendor DBA: 3014 -					
SUMMER MOORE	REFUND-DUPLICATE COURT P...	10/03/2025	10/07/2025		358.00
Vendor DBA 3014 - SUMMER MOORE Total:					358.00
Vendor DBA: 1953 -					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	10/02/2025	10/07/2025		196.38
Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:					196.38
Vendor DBA: 0266 -					
SUPERIOR RUBBER STAMP & ...	COURT STAMP	10/09/2025	10/10/2025		69.95
Vendor DBA 0266 - SUPERIOR RUBBER STAMP & SEAL Total:					69.95
Vendor DBA: 1963 -					
SURENCY LIFE & HEALTH INS ...	10/25 VISION INSURANCE	10/02/2025	10/07/2025		455.07
SURENCY LIFE & HEALTH INS ...	10/25 VISION INSURANCE	10/02/2025	10/07/2025		17.23
SURENCY LIFE & HEALTH INS ...	10/25 VISION INSURANCE	10/02/2025	10/07/2025		33.61
SURENCY LIFE & HEALTH INS ...	10/25 VISION INSURANCE	10/02/2025	10/07/2025		44.00
Vendor DBA 1963 - SURENCY LIFE & HEALTH INS CO Total:					549.91
Vendor DBA: 0433 -					
SYMBOLARTS, LLC	PD NAME TAGS	10/02/2025	10/07/2025		62.50
Vendor DBA 0433 - SYMBOLARTS, LLC Total:					62.50
Vendor DBA: 0369 -					
TERESA WADE	TKW INSTRUCTOR	10/02/2025	10/07/2025		180.00
Vendor DBA 0369 - TERESA WADE Total:					180.00
Vendor DBA: 2730 -					
THOMAS OLDENETTEL	PER DIEM-ASP INSTRUCTOR C...	10/09/2025	10/10/2025		200.00
Vendor DBA 2730 - THOMAS OLDENETTEL Total:					200.00
Vendor DBA: 3009 -					
TOM SWEENEY	REFUND-UTILITY INVOICE-DU...	10/02/2025	10/07/2025		121.33
Vendor DBA 3009 - TOM SWEENEY Total:					121.33
Vendor DBA: 0479 -					
TREE TOP NURSERY & LANDS...	CONTRACT MOWING	10/08/2025	10/10/2025		393.40
TREE TOP NURSERY & LANDS...	CONTRACT MOWING	10/08/2025	10/10/2025		832.00
Vendor DBA 0479 - TREE TOP NURSERY & LANDSCAPE Total:					1,225.40
Vendor DBA: 0903 -					
TRIPLETT, WOOLF, GARRETSON...	LEGAL SERVICES	10/09/2025	10/10/2025		22,791.00
TRIPLETT, WOOLF, GARRETSON...	LEGAL SERVICES	10/06/2025	10/07/2025		116.00
TRIPLETT, WOOLF, GARRETSON...	LEGAL SERVICES	10/06/2025	10/07/2025		500.00
TRIPLETT, WOOLF, GARRETSON...	LEGAL SERVICES	10/09/2025	10/10/2025		27,271.00
Vendor DBA 0903 - TRIPLETT, WOOLF, GARRETSON, LLC/TWG Total:					50,678.00
Vendor DBA: 0503 -					
UNDERGROUND VAULTS & ST...	DOCUMENT SHREDDING	09/30/2025	10/07/2025		10.00
Vendor DBA 0503 - UNDERGROUND VAULTS & STORAGE-UV&S Total:					10.00
Vendor DBA: 2286 -					
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	10/09/2025	10/10/2025		4,965.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	10/09/2025	10/10/2025		4,545.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	10/09/2025	10/10/2025		2,890.00
Vendor DBA 2286 - UTILITY MAINTENANCE CONTRACTOR Total:					12,400.00
Vendor DBA: 0035 -					
UTILITY SERVICE CO, INC -USG...	S. WATER TOWER CONTRACT-...	10/09/2025	10/10/2025		5,600.50
UTILITY SERVICE CO, INC -USG...	WATER TOWER CONTRACT-M...	10/09/2025	10/10/2025		51,364.00
Vendor DBA 0035 - UTILITY SERVICE CO, INC -USG WATER SOLUTIONS Total:					56,964.50

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VERIZON	CELL PHONE SERVICE	10/02/2025	10/02/2025		299.37
VERIZON	CELL PHONE SERVICE	10/02/2025	10/02/2025		41.54
VERIZON	CELL PHONE SERVICE	10/02/2025	10/02/2025		720.18
VERIZON	CELL PHONE SERVICE	10/02/2025	10/02/2025		24.36
VERIZON	CELL PHONE SERVICE	10/02/2025	10/02/2025		24.36
VERIZON	CELL PHONE SERVICE	10/02/2025	10/02/2025		244.65
VERIZON	CELL PHONE SERVICE	10/02/2025	10/02/2025		135.92
VERIZON	CELL PHONE SERVICE	10/02/2025	10/02/2025		209.73
VERIZON	CELL PHONE SERVICE	10/02/2025	10/02/2025		135.93

Vendor DBA 0989 - VERIZON Total: 1,836.04

Grand Total: 2,151,529.73

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	171,191.45
120 - COP & PBC Trustee Fund	96,397.91
200 - Special Street & Highway	4,192.40
315 - Equipment Reserve	68,850.00
320 - Capital Projects Fund 2	1,635,541.97
355 - Capital Improvement Reserve	13,193.72
520 - Water Utility	79,145.10
530 - Sewer Utility	63,711.72
550 - Stormwater Utility	19,305.46
Grand Total:	2,151,529.73

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,440.88
100-000-000-2016	SOCIAL SECURITY PAYAB...	12,584.84
100-000-000-2018	MEDICARE PAYABLE	2,943.18
100-000-000-2020	STATE TAX PAYABLE	4,794.08
100-000-000-2022	KPERS 1 PAYABLE	1,137.60
100-000-000-2024	KPERS 2 PAYABLE	1,986.52
100-000-000-2026	KPERS 3 PAYABLE	6,703.67
100-000-000-2028	KP&F PAYABLE	13,040.68
100-000-000-2034	457 DEFERRED COMP P...	1,152.00
100-000-000-2036	AFLAC ACCIDENT PAYAB...	514.68
100-000-000-2054	VISION INS PAYABLE	455.07
100-000-000-2056	DENTAL INS PAYABLE	2,302.90
100-000-000-2062	FSA HEALTH PAYABLE	576.03
100-000-000-2070	UNEMPLOYMENT INSUR...	69.19
100-000-000-2076	COURT REINST FIXED FEE...	134.70
100-000-000-2078	COURT REINST FEE PAY...	795.13
100-000-000-2080	COURT JUDICIAL DOCKET..	207.91
100-000-000-2082	COURT JUDICIAL EDUCAT..	28.95
100-000-000-2084	COURT KLETC FEE PAYAB...	648.39
100-000-000-2088	COURT SEAT BELT SAFET...	40.00
100-000-000-2092	COURT STATE DUI FEE P...	114.76
100-000-000-4644	MISCELLANEOUS INCO...	358.00
100-100-110-6046	TRAINING/CONFERENCES	159.00
100-100-110-7014	IT - MANAGED SERVICES	82.14
100-100-110-7046	COMMUNICATION SERV...	299.37
100-100-110-7804	LEGAL SERVICES	50,062.00
100-100-110-7900	ACCOUNTING & AUDITI...	20,904.00
100-100-130-7014	IT - MANAGED SERVICES	41.49
100-100-130-7032	ENGINEERING SERVICES -..	10,426.50
100-100-140-7014	IT - MANAGED SERVICES	124.48
100-100-150-6008	PROFESSIONAL DUES/M...	1,353.00
100-100-150-6028	PUBLICATIONS/PRINTING	75.00
100-100-150-6048	HOTEL & TRAVEL	484.65
100-100-160-6010	COMMUNITY RELATION...	910.00
100-100-160-6048	HOTEL & TRAVEL	223.40
100-100-160-7014	IT - MANAGED SERVICES	124.48
100-100-160-7024	CONTRACTUAL SVCS	833.00
100-100-160-7046	COMMUNICATION SERV...	41.54
100-100-170-7014	IT - MANAGED SERVICES	41.49
100-100-170-7804	LEGAL SERVICES	7,675.85
100-120-240-6014	OFFICE SUPPLIES	69.95
100-120-240-7014	IT - MANAGED SERVICES	82.14
100-120-240-7024	CONTRACTUAL SERVICES	90.00
100-120-240-7026	COURT APPT ATTY/INVE...	675.00

Account Summary

Account Number	Account Name	Payment Amount
100-120-240-7064	INMATE HOUSING FEES	2.85
100-120-240-7804	LEGAL SERVICES	1,206.75
100-120-250-6010	COMMUNITY RELATION...	270.00
100-120-250-6020	IT - COMPUTERS AND E...	52.32
100-120-250-6040	UNIFORMS/CLOTHING	2,290.95
100-120-250-6046	TRAINING/CONFERENCES	225.00
100-120-250-6048	HOTEL & TRAVEL	433.00
100-120-250-6300	POLICE SUPPLIES	58.00
100-120-250-6604	VEHICLE/EQUIP SUPPLIE...	1,511.29
100-120-250-7014	IT - MANAGED SERVICES	707.93
100-120-250-7024	CONTRACTUAL SERVICES	115.00
100-120-250-7046	COMMUNICATION SERV...	720.18
100-130-330-6004	CHEMICALS	655.00
100-130-330-7048	UTILITIES	47.81
100-130-340-6040	UNIFORMS/CLOTHING	95.70
100-130-350-6056	PETROLEUM PRODUCTS	93.03
100-130-350-7014	IT - MANAGED SERVICES	165.97
100-130-350-7024	CONTRACTUAL SERVICES	107.50
100-130-350-7036	INSTRUCTORS	690.00
100-130-350-7046	COMMUNICATION SERV...	24.36
100-130-350-7048	UTILITIES	614.44
100-150-510-6000	AGRICULT/HORTICULT S...	859.90
100-150-510-6004	CHEMICALS	360.00
100-150-510-6040	UNIFORMS/CLOTHING	70.97
100-150-510-6056	PETROLEUM PRODUCTS	407.01
100-150-510-6100	CONSTRUCTION MATER...	831.81
100-150-510-7014	IT - MANAGED SERVICES	82.14
100-150-510-7024	CONTRACTUAL SERVICES	1,019.17
100-150-510-7046	COMMUNICATION SERV...	24.36
100-150-510-7048	UTILITIES	776.57
100-160-610-7014	IT - MANAGED SERVICES	207.47
100-160-610-7024	CONTRACTUAL SERVICES	90.00
100-160-610-7046	COMMUNICATION SERV...	244.65
100-190-910-6004	CHEMICALS	140.00
100-190-910-6026	POSTAGE	500.00
100-190-910-6034	CLEANING SUPPLIES	34.90
100-190-910-7022	MOWING SERVICES	393.40
100-190-910-7024	CONTRACTUAL SVCS	280.38
100-190-910-7048	UTILITIES	1,974.00
120-125-067-8782	DEBT SVC-INTEREST PBC...	96,397.91
200-000-000-2014	FEDERAL TAX PAYABLE	146.87
200-000-000-2016	SOCIAL SECURITY PAYAB...	291.48
200-000-000-2018	MEDICARE PAYABLE	68.16
200-000-000-2020	STATE TAX PAYABLE	87.43
200-000-000-2022	KPERS 1 PAYABLE	419.70
200-000-000-2036	AFLAC ACCIDENT PAYAB...	138.08
200-000-000-2054	VISION INS PAYABLE	17.23
200-210-200-6004	CHEMICALS	520.00
200-210-200-6040	UNIFORMS/CLOTHING	35.72
200-210-200-6056	PETROLEUM PRODUCTS	806.42
200-210-200-7014	IT - MANAGED SERVICES	41.49
200-210-200-7022	MOWING SERVICES	832.00
200-210-200-7024	CONTRACTUAL SERVICES	19.18
200-210-200-7040	STREET LIGHTING	227.72
200-210-200-7046	COMMUNICATION SERV...	135.92
200-210-200-7048	UTILITIES	405.00
315-315-315-8000	VEH/EQUIP LEASE/PURC...	68,850.00
320-320-320-8860	INSPECTION - WATER	549.50

Account Summary

Account Number	Account Name	Payment Amount
320-320-320-8861	INSPECTION - SEWER	113.00
320-320-320-8862	INSPECTION - PAVING	14,976.92
320-320-320-8882	CONSTRUCTION - PAVING	1,101,622.87
320-320-320-8886	CONSTRUCTION - STRUC...	518,279.68
355-355-355-8014	STREET IMPROVEMENTS	13,193.72
520-000-000-2014	FEDERAL TAX PAYABLE	592.24
520-000-000-2016	SOCIAL SECURITY PAYAB...	1,194.20
520-000-000-2018	MEDICARE PAYABLE	279.30
520-000-000-2020	STATE TAX PAYABLE	430.84
520-000-000-2022	KPERS 1 PAYABLE	394.91
520-000-000-2024	KPERS 2 PAYABLE	328.61
520-000-000-2026	KPERS 3 PAYABLE	894.40
520-000-000-2036	AFLAC ACCIDENT PAYAB...	131.04
520-000-000-2054	VISION INS PAYABLE	33.61
520-000-000-2056	DENTAL INS PAYABLE	172.14
520-000-000-2070	UNEMPLOYMENT INSUR...	9.64
520-210-520-4600	CONNECTION FEES	100.00
520-210-520-4616	WATER SALES COLLECTED	121.33
520-210-520-6040	UNIFORMS/CLOTHING	138.66
520-210-520-6056	PETROLEUM PRODUCTS	383.78
520-210-520-6800	WATER TOWER MAINT	56,964.50
520-210-520-6802	WATER SYSTEM MAINT/...	12,400.00
520-210-520-7014	IT - MANAGED SERVICES	207.47
520-210-520-7024	CONTRACTUAL SERVICES	293.38
520-210-520-7046	COMMUNICATION SERV...	209.73
520-210-520-7048	UTILITIES	865.32
520-210-520-7060	WATER TREATMENT OP...	3,000.00
530-000-000-2014	FEDERAL TAX PAYABLE	962.37
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,371.40
530-000-000-2018	MEDICARE PAYABLE	320.68
530-000-000-2020	STATE TAX PAYABLE	530.23
530-000-000-2022	KPERS 1 PAYABLE	395.59
530-000-000-2026	KPERS 3 PAYABLE	1,449.53
530-000-000-2054	VISION INS PAYABLE	44.00
530-000-000-2056	DENTAL INS PAYABLE	335.70
530-210-530-6040	UNIFORMS/CLOTHING	73.15
530-210-530-6056	PETROLEUM PRODUCTS	248.08
530-210-530-6500	WASTEWATER SYSTEM ...	30.14
530-210-530-6806	LIFT STATION OPERATIO...	54,033.16
530-210-530-7014	IT - MANAGED SERVICES	208.31
530-210-530-7024	CONTRACTUAL SERVICES	293.38
530-210-530-7046	COMMUNICATION SERV...	135.93
530-210-530-7048	UTILITIES	460.07
530-210-530-7052	SEWER TREATMENT OP...	2,820.00
550-550-550-8018	DRAINAGE SYSTEM IMP...	19,305.46
Grand Total:		2,151,529.73

Project Account Summary

Project Account Key	Payment Amount
None	505,444.04
001-8886	518,279.68
002-8882	774,177.88
005-8882	185,162.80
006-8861	113.00
006-8862	1,310.75
007-8862	2,652.24
007-8882	138,807.71
010-8862	11,013.93

Project Account Summary

Project Account Key	Payment Amount
010-8882	3,474.48
012-8860	549.50
021-8832	7,950.72
021-8852	<u>2,593.00</u>
Grand Total:	2,151,529.73



City of Bel Aire, KS

Section VII, Item A.

Payroll Check Register Report Summary

Pay Period: 9/20/2025-10/3/2025

Packet: PYPKT00206 - PP 09/20-10/03/25: PAID 10/09/25
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	71	91,230.39
Total	71	91,230.39



City of Bel Aire, KS

Payroll Check Register

Section VII, Item A.

Report Summary

Pay Period: 9/20/2025-10/3/2025

Packet: PYPKT00210 - PY CORRECTION 10.9.25-1

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	1	132.57
Total	1	132.57

Approved 10/16/25

AP ORD 25-17 total Expenses: \$2,242,892.69

Special Assessment Project Costs: \$343,084.41

Barry Smith

City of Bel Aire, Kansas

STAFF REPORT

DATE: October 7, 2025

TO: Ted Henry – City Manager
Bel Aire Governing Body

FROM: Brian Hayes – Recreation Director

RE: Pool Filter Replacement



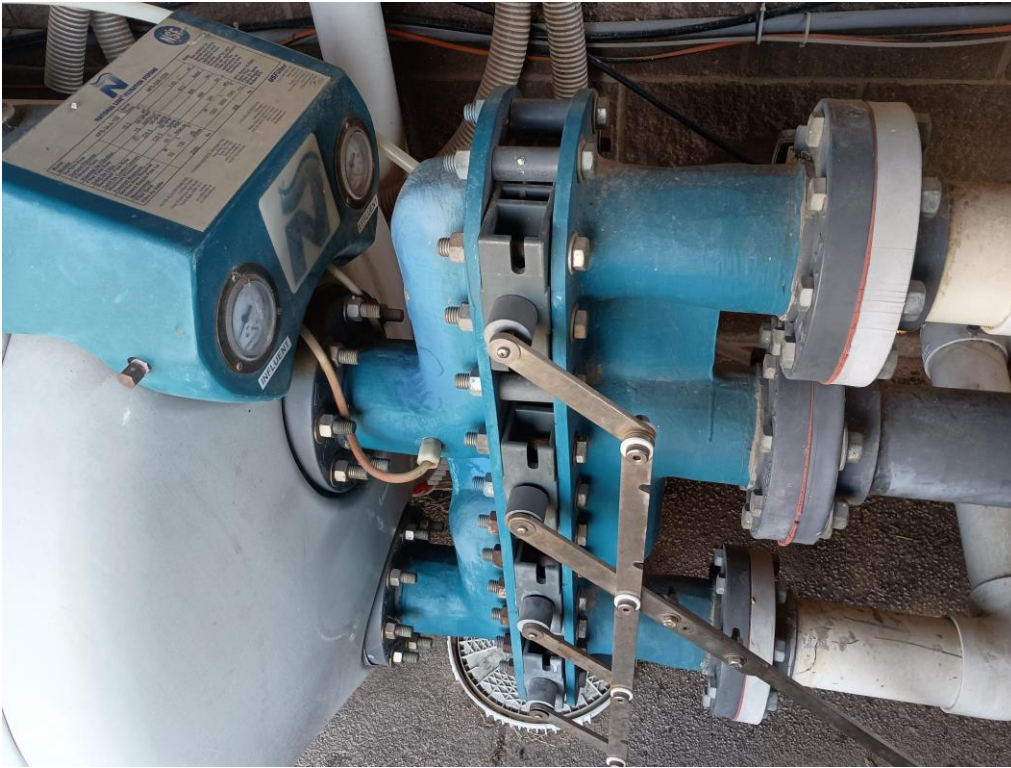
SUMMARY: The current filter at the Central Park Swimming Pool is 20 years old and staff has requested quotes for its budgeted replacement.

DISCUSSION: The high-rate fiberglass sand filter at the pool is at the end of its life. Several small leaks have been patched and the drain plug is no longer operable. Although the filter is still functionable it could fail at any time. Knowing the possibility of failure, staff feels that off-season replacement is needed to prevent a shutdown of the pool in the summer.

FINANCIAL: The below quotes were submitted, and funds were budgeted in the 2025 Pool department budget.

Vendor	Brand/Model	Warranty	Quote Amount
D Gerber Commercial Pool Products	Horizon/pf142484w	15 yr	\$19,300
American Pool Company	Pentair/THS143484	10 yr	\$18,705
Swimtime/United Industries	Horizon/pf142484w	15 yr	\$13,802

RECOMMENDATION: Staff recommends accepting the quote from Swimtime/United Industries for \$13,802.



Central Park Swimming Pool

Filter Specs

42" O.D. High Rate Horizontal Fiberglass Sand Filter with a filtering capacity of 236 gallons

per minute, at a design flow rate of 15 gpm per square foot of filter surface area, complete with the following:

- a. National Sanitation Foundation Listed;
- b. Fiberglass construction, American manufacture;
- c. Internal distribution and collection headers, SCH 80 PVC;
- d. Access manway, 16" round;
- e. Tank drain, 3", with media retainer;
- f. Bolts, nuts, washers;

Face piping, SCH 80 PVC, 4" flanged, 4 each Bray lug butterfly valves, with SS single lever linkage, gaskets, SS hardware;

Manual air release valve, 3/4", with SCH 80 PVC piping;

Influent and effluent pressure gauges set in a common panel;

Backwash sight glass, 1-1/2", SS;

Fine sand, 0.45 - 0.55 mm, 100 pound bags;

Warranty



United Industries
202 E. Cleveland
Sterling, KS 67579
Ph: 800-835-3272 620-278-3160
Fx: 800-500-3115 620-278-3115
www.swimtime.com

Section XI, Item A.

PROPOSAL

Proposal Number: **W15586**

Date: **10/6/25**

Proposal To: **BEL AIRE**

Job Reference: **REPLACEMENT HORIZONTAL FILTER**

Bid Date:

Sect	Qty	Part Number	Description
	1	F142484W	42" O.D. High Rate Horizontal Fiberglass Sand Filter with a filtering capacity of 236 gallons per minute, at a design flow rate of 15 gpm per square foot of filter surface area, complete with the following: a. National Sanitation Foundation Listed; b. Fiberglass construction, American manufacture; c. Internal distribution and collection headers, SCH 80 PVC; d. Access manway, 16" round; e. Tank drain, 3", with media retainer; f. Bolts, nuts, washers;
	1	F140140	Face piping, SCH 80 PVC, 4" flanged, 4 each Bray lug butterfly valves, with SS single lever linkage, gaskets, SS hardware;
	1	F140000	Manual air release valve, 3/4", with SCH 80 PVC piping;
	1	P181040	Influent and effluent pressure gauges set in a common panel;
	1	P180989	Backwash sight glass, 1-1/2", SS;
	19	P166010	Fine sand, 0.45 - 0.55 mm, 100 pound bags;
			FILTER TOTAL = \$13,802

In accordance with: **Quoting 42" filter with similar media surface area as the existing filter**

Price: **Good for 30 days**

FOB: **Destination**

Delivery: **16-20 weeks**

THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE.

Accepted for purchaser on: _____, 20__

Name of Purchaser

Signature and Title of Purchaser

Submitted by: Aaron Ball

Approved by:

Aaron Ball

Authorized Official

Page 1

PROPOSAL

Section XI, Item A.

Proposal Number: **W15586**

Page 2

ACCEPTANCE: This proposal is subject to acceptance by Purchaser within 30 days from date hereof.

TERMS: Subject to approval of Purchaser's credit by Seller's home office, the terms of payment shall be net cash 30 days from date of invoice, title to remain in us until the equipment is paid for in full. Upon our failure to receive payment as provided herein, Seller may, without notice, enter the premises wherein the apparatus or equipment is installed and remove same. It is agreed that in such case any partial amount paid on total purchase price shall be forfeited to the Seller as rent for and damages to said apparatus or equipment during the use and enjoyment of same by the Purchaser. Any Federal, State and local sales, use and excise taxes covering the apparatus or equipment herein or levied because of this transaction are to be added to the total price of this proposal and paid by the Purchaser. Accounts over 30 days old shall be required to pay interest at a rate of 1-1/2% per month on the unpaid balance, or 18% per annum.

GUARANTEE AND WARRANTY: Seller warrants for a period of one year after shipment that the apparatus of its manufacture is free from defects in workmanship and materials but its liability is limited to the replacement f.o.b. point of manufacture, of the defective parts thereof. Seller shall not be liable for any direct or consequential damages arising from the sale or use of the apparatus or equipment other than as expressly provided herein.

FORCE MAJEURE: The furnishing of equipment is subject to delay and cancellation caused by war, accidents, strikes, inability to secure labor and raw materials, fires, embargoes, car shortages, delays in transportation, governmental restraints of any kind and all other causes, whether of the same or of a different class, affecting the production or delivery of the whole or any constituent part thereof.

SUPERVISION: This contract does not include supervision of installation unless specifically called for in the written proposal.

INSTALLATION: This contract does not include installation of any material unless specifically called for in the written proposal.

CONTRACT: This proposal and the Purchaser's acceptance shall not become a contract until approved by the Seller's authorized official and when so approved shall constitute the entire agreement between the parties hereto, it being expressly understood that there are no express or implied warranties, representations, commitments or statements made by Seller or any of its agents, servants or employees except as provided herein.

CONTRACT
FOR
PURCHASE

(Pool Horizontal Filter Replacement)

This Contract is entered into this 21st day of October, 2025, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called “City”) and United Industries, Inc., whose principal office is at 202 East Cleveland, Sterling, Kansas, 67579, Telephone Number (620) 278-3160, (hereinafter called “Vendor”).

WHEREAS, the City’s swimming pool horizontal filter is twenty years old and needs to be replaced; and

WHEREAS, Vendor has submitted a quote beneficial to City and is ready, willing, and able to provide the goods, commodities and/or services required by City.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. Vendor shall provide a new 42” O.D. High Rate Horizontal Fiberglass Sand Filter, delivery, equipment, and any installation or supervision as described and quoted in Exhibit A. All equipment shall be delivered at the Vendor’s expense to the requested City job site within 16-20 weeks from the time of ordering. Any extension of the delivery date is within the City’s sole discretion. Failure of the Vendor to timely deliver the equipment shall allow City to cancel the contract without payment or penalty.

The Vendor warrants the equipment as described in Exhibit B, beginning on the date that the equipment is delivered to the City and accepted as conforming goods by City staff. To the extent assignable, Vendor assigns to City all warranties made by manufacturers and suppliers.

The parties agree that the additional information in Exhibit A (Vendor Proposal W15586 dated 10/06/25, 1 page) and Exhibit B (Warranty Information, 3 pages) are incorporated herein. The parties further agree that all provisions of Exhibits C (5 pages) and Exhibit D (2 pages) are effective between them and govern this Contract.

2. Compensation. City agrees to pay Vendor \$13,802.00 for the delivery, equipment, and any installation or supervision as described and quoted in Exhibit A. The Contract price is approved by the Governing Body on October 21, 2025.
3. Incorporation of Documents. Exhibit C (Bel Aire’s Mandatory Terms and Conditions Attachment) and Exhibit D (Bel Aire’s Mandatory Independent Contractor Addendum) are attached hereto and are incorporated into this Contract as essential terms.

4. Entire Agreement. This Contract and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.
5. Severability Clause. In the event that any provision of this Contract is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 21st day of October, 2025.

SIGNED by the Mayor on the _____ day of October, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

(Exhibits A, B, C, and D are attached.)

[Remainder of this Page Intentionally Left Blank]

SIGNED by the Vendor on the _____ day of October, 2025.

UNITED INDUSTRIES, INC.

(Authorized Signature: Name, Title)
Aaron Ball, General Manager

(Exhibits A, B, C, and D are attached.)

[Remainder of this Page Intentionally Left Blank]

EXHIBIT A (VENDOR QUOTE & DESCRIPTION)



United Industries, Inc.
202 E. Cleveland
Sterling, KS 67579
Ph: 800-835-3272 620-278-3160
F: 800-500-3115 620-278-3115
www.swimtime.com

PROPOSAL

Proposal Number: W15586

Date: 10/6/25

Proposal To: BEL AIRE

Job Reference: REPLACEMENT HORIZONTAL FILTER

Bid Date:

Sect	Qty	Part Number	Description
	1	F142484W	42" O.D. High Rate Horizontal Fiberglass Sand Filter with a filtering capacity of 236 gallons per minute, at a design flow rate of 15 gpm per square foot of filter surface area, complete with the following: a. National Sanitation Foundation Listed; b. Fiberglass construction, American manufacture; c. Internal distribution and collection headers, SCH 80 PVC; d. Access manway, 16" round; e. Tank drain, 3", with media retainer; f. Bolts, nuts, washers;
	1	F140140	Face piping, SCH 80 PVC, 4" flanged, 4 each Bray lug butterfly valves, with SS single lever linkage, gaskets, SS hardware;
	1	F140000	Manual air release valve, 3/4", with SCH 80 PVC piping;
	1	P181040	Influent and effluent pressure gauges set in a common panel;
	1	P180989	Backwash sight glass, 1-1/2", SS;
	19	P166010	Fine sand, 0.45 - 0.55 mm, 100 pound bags;
			FILTER TOTAL = <u>\$13,802</u>

In accordance with: Quoting 42" filter with similar media surface area as the existing filter

Price: Good for 30 days

FOB: Destination

Delivery: 16-20 weeks

EXHIBIT B (WARRANTY INFORMATION)



SERIES FW

SPECIFICATIONS

INTENT It is the intent of these specifications to limit the bidding to a product which exemplifies highest quality production standards and is manufactured by a company which has a proven history and performance record.

ALTERNATES Alternate systems will be considered only when submittal of complete drawings and specifications have met with specifying engineer’s approval at least ten (10) days prior to bidding. All approved alternate systems must be bid as required on the bid form. Bidders must identify alternates and note any/all exceptions to specifications where applicable. Bidders must include name of manufacturer and model number of product(s) bid.

QUALIFICATIONS The filter vessels specified herein shall be the product of a manufacturer regularly engaged in the fabrication of fiberglass pressure vessels for a period of not less than fifteen (15) years. Filters shall bear the National Sanitation Foundation mark as being listed under NSF Standard 50.

GUARANTEE The equipment supplier shall guarantee that equipment furnished meets or exceeds those as specified, are of the correct size and capacity, and when installed according to manufacturers and/or engineers direction, will provide water returning to the pool to be clear, bright, free from suspended matter visible to the unaided eye and will be sanitary to the satisfaction of all authorities having jurisdiction. Equipment supplier shall ensure that all components furnished be guaranteed for a period of one (1) year from date of initial operation against faulty workmanship or material.

CAPACITY The filter plant shall consist of a battery of (1) horizontal FRP high-rate pressure sand filter, 42” in diameter, 60” straight side shell, with an effective filter surface area of 15.7 sq ft. When operating at a filtration rate of 15 gallons per minute per square foot of filter surface area, the filter plant shall have the capacity of filtering 236 gallons in a one-minute period. Filter plant shall be SwimTime P/N **F142484W**.

VESSEL CONSTRUCTION The FRP vessel shall have a straight side shell and torispherical heads at both ends, with a radius calculated to optimize the design safety factor. Access to the tank shall be provided by a 16” manway for convenience. Manways have a 16-bolt pattern to accommodate the fiberglass lid.

All hardware is T304 stainless steel. The lid gasket consists of a 1-piece EPDM o-ring that is self-locating.

Saddle support bases shall be provided with a minimum of two (2) per tank. Systems that incorporate stacking shall include similar bases and mounting saddles for the upper vessel. All aspects of the vessel shall be designed to withstand all stresses due to an internal pressure not exceeding 50 psi. A 4-1 safety factor shall be incorporated into the design parameters. A UV inhibiting marine grade premium gel-coat exterior finish shall be applied to all exterior surfaces. Water contact surface of tank is an Isothalic and NPG polyester gel coat that is specially formulated to be resistant to pool chemicals. The gel coat barrier is backed with a hand-laid fiberglass layer of polyester resin and chopped fiberglass for strength. The resin and fiberglass layer also includes 16 ounce woven fiberglass matting at all vessel penetration points for additional reinforcements.

The 3rd process is filament winding with fiberglass and polyester resin. The filter vessel is filament wound in both the radial and polar directions using continuous strands of fiberglass that are impregnated with polyester resin, color pigments, and UV stabilizers. Each model of filter has a specific winding formula that consists of numbers of wraps of fiberglass in both the radial and polar directions.

The filter saddles are constructed of fiberglass and resin to match the curvature of the filter. The saddles can be used for stacking applications.

INTERNALS The internal plumbing is constructed of 235 psi rated PVC pipe. The diffuser system is designed to distribute water evenly over the media surface to minimize migration. The laterals are constructed of injection-molded polypropylene with a 360° design that allows water to be removed from below and above the lateral system. The filter connections are constructed of PVC and are hand-laminated into the vessel wall using fiberglass mat and polyester resin. The connections are flanged on the exterior for easy assembly to manifold system.

TESTING PROCEDURE All filters are hydrostatically pressure tested at 1.5 times the operating pressure. All filters are constructed to operate at 50 psi as mandated by NSF. Testing pressure is 75 psi. All filters are to be tested at a minimum of 75 psi of a minimum of 1 hour.

FACE PIPING The face piping shall consist of 4" SCH 80 PVC flanged fittings. Flanges shall be 150 lb. class slip ring PVC. Fittings shall be minimum SCH 80 PVC. All fasteners shall be hex head stainless steel and gaskets shall be full face high quality synthetic rubber. Face piping shall be designed and fabricated to allow for the individual backwashing of each filter tank.

VALVES All valves 2" and smaller shall be threaded gate valves with bronze gate and non-rising stem. Filter valves shall be butterfly type with cast iron epoxy coated body with flange locating holes that meet ANSI 125/150 drillings, Nylon II coated ductile iron disc, 316 stainless steel stem, food grade EPDM seat with tongue and groove design totally encapsulating the valve body with no flange gaskets required.

OPTION SINGLE LEVER LINKAGE Filter shall be supplied with butterfly valves as described above, joined together with an adjustable stainless steel linkage assembly so as to facilitate concurrent valve movement through manual manipulation of a single lever.

PRESSURE GAUGES The filter plant shall be supplied with one stainless steel gauge panel consisting of two (2) 3½" diameter pressure gauges reading from 0 - 60 psi. Gauges shall have glass faces with stainless steel face rings. Gauges shall have brass bourdon tubes and shall be liquid filled. One gauge shall be directly connected to the influent of the filter plant and shall be designated "Influent" on the gauge panel. The other shall be directly connected to the effluent of the filter plant and shall be designated "Effluent" on the gauge panel. Each gauge shall be equipped with a pressure snubber creating a column of air acting as a vibration dampener between the pool water under pressure and the gauge itself.

Note: Influent and effluent connections by installer.

BACKWASH SIGHT GLASS There shall be one backwash sight glass supplied for installation on the backwash line, having a bronze or stainless steel frame and easily removable glass. The sight glass shall have a 1½" MIP threaded connection.

Note: Installation of sight glass by installer.

ACCESSORIES All filters include the following: ¾" air purge, 3" combination drain for water (with screen) and media.

MEDIA Graded filter media shall be washed, cleaned and properly graded to allow greater distribution during backwash and reduce head loss through the filter bed while filtering. The media shall be quartzite or silica in nature, hard, not smooth, and free of insoluble particles. 90 - 95% insoluble in warm muriatic acid. It must have a uniformity coefficient of 1.7 in 0.45 - 0.55 mm fine sand. Not more than 1% clay, loam dust, or other foreign materials are allowable.

Media shall be shipped in 100 lb bags (1 cu. ft.) and properly labeled showing grade therein. The tank shall be carefully loaded with the media to prevent damage of the effluent header/lateral assembly. 48" diameter and larger filters use gravel as support for the fine sand media. This gravel is 1/8" - 1/4" in size and otherwise of the same characteristics as noted above.

Filter vessels fabricated to the above specifications shall carry a 15 year warranty.

EXHIBIT C**CITY OF BEL AIRE, KANSAS
MANDATORY TERMS AND CONDITIONS**

The attached Purchase Order/Quotation, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Contractor/Consultant/Vendor named on the Purchase Order/Quotation.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted, such acceptance to occur upon delivery, as conforming goods or services by an authorized City official, the City will approve payment to the Contractor net thirty (30) days from the date of Contractor's undisputed invoice, of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor will refund the same if included in the price paid. The City's exemption certificate will be furnished to Contractor.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Contractor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and Contractor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute

requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.). Contractor agrees to indemnify, hold harmless and defend City against any third party claims for personal injury, death or tangible property damage resulting from Contractor's negligence, reduced to the extent of any other party's negligence, provided Contractor is provided reasonable notice regarding such claim and has the sole right to select and direct counsel and settle the claim; City shall consent to the settlement, such consent shall not be unreasonably withheld, delayed, or conditioned.
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. Subject to the limitations herein, the Contractor shall bear the risk of loss to any person or property over which it has authority or control, however exercised. Contractor shall maintain the following insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$1,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Contractor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City, such consent shall not be unreasonably withheld, delayed, or conditioned.
14. This Contract is intended solely for the benefit of the City and the Contractor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Either Contractor or City shall be in default of this Contract in the event that either Contractor or City (i) applies for or consents to the appointment of a receiver, trustee or

liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by either Contractor or City for the purpose of accomplishing any of the above actions.

16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence; is a result of a force majeure event, or is mutually approved between the Contractor and City. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.
18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. Neither Contractor or City shall be liable for damages caused by delay in performance and the remedies of the parties set forth in this agreement are exclusive. The parties agree that neither party shall be subject to incidental, consequential, or punitive damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.
20. 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) Contractors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor 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.

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EXHIBIT D

**CITY OF BEL AIRE, KANSAS
MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. The parties agree Contractor/Consultant/Vendor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and

complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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SIGNED by the Vendor on the 13th day of October, 2025.

UNITED INDUSTRIES, INC.


(Authorized Signature: Name, Title)
Aaron Ball, General Manager

(Exhibits A, B, C, and D are attached.)

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City of Bel Aire, Kansas

STAFF REPORT



DATE: September 23, 2025
TO: Ted Henry - City Manager
FROM: Brian Hayes - Recreation Director
RE: Recreation Center Playground Renovation

SUMMARY: The current playground north of the Recreation Center was originally constructed in 1996. The purpose was to offer a city playground in the northwest quadrant of Bel Aire and to fulfil a KDHE requirement for Day Camp licensing. At that time Day Camp was contracted out to the YMCA, and they shared the cost of the initial construction consisting of the fencing, gravel surface, and simple wood play structures. At the recommendation of the city's insurance carrier, the wood structures were replaced by the city with commercial steel structures in 1999. The current play structures need some repairs, and the playground lacks ADA accessibility. The playground was constructed with playground standards of the 90's. Any new or updated playground today must be constructed in compliance with proper safety and accessibility guidelines.

DISCUSSION: When playground update discussions began, staff planned on rehabbing the current equipment, replacing the safety surface, and installing an accessible sidewalk. The rubber coated steps and platforms of the current play structure and swing hardware needs replaced. As planning progressed, it was determined to go with all new playground components. Parts & labor to replace the worn parts is estimated to be \$20,000. The city would need to upgrade the accessibility & safety components then would still have decades old equipment. These upgrades will be the first step to launch the 2023 Recreation Facility Master Plan.

FINANCIAL: Requests for Proposals went out on August 29. Two proposals were submitted: VersaSport LLC – \$97,341.18 and Fry & Associates - \$158,647.00. Funding for this project will come out of the CIP Reserve Fund.

Each year the City transfers \$150,000 to the CIP Reserve Fund for refreshing existing parks. This expense is the only item identified for this allocation for FY25. The remaining \$52,658.82 from the transfer will stay in the CIP Reserve Fund for use on a future project..

RECOMMENDATION: Staff recommends accepting the proposal from VersaSport LLC for \$97,341.18.



CITY OF BEL AIRE, KANSAS
Request for Proposal for
Recreation Center Playground Replacement

Publication Date:
August 29, 2025



Proposal Deadline:
September 22, 2025

Overview

The City of Bel Aire is accepting bids for renovation of an existing playground at the Bel Aire Recreation Center, grading & drainage, new play equipment, safety surface, site furnishings and sidewalk.

Contractors submitting a proposal should review the procurement requirements listed. Specifically, the selected contractor will be required to:

- Provide project costs for crews and equipment, anticipated mobilization time, and anticipated project completion time.
- Responsibility for providing all materials and equipment necessary for fabrication, construction, and/or installation of this project.
- Properly dispose of all waste generated from the project.
- Maintain General Liability Insurance (\$1,000,000 minimum); Workers Compensation Insurance (\$500,000) and business automobile liability (\$1,000,000) and furnish proof of such insurance. The Contractor is responsible for any damages, inside or outside the project area.
- No work shall be done after 5:30 PM or before 7:00 AM, nor at any time on Saturday, Sunday, or holidays, except with the written permission of the city or in case of an emergency.

PROPOSAL SUBMITTAL

Proposal responses shall be submitted on the Proposal Submission Form. All costs are to be final.

Proposal must include a minimum of three professional references. These references should be attached to the Proposal Submission Form and include current contact information including name, address, telephone number and email address.

Questions from contractors shall be accepted by the Director of Recreation – Brian Hayes via email or phone. Emails shall be submitted to bhayes@belaireks.gov or by phone 316-744-2451 ext. 301.

Completed proposals Bids shall be submitted to mkrehbiel@belairks.gov no later than 5:00 p.m. on September 22, 2025. The City reserves the right to reject all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the City’s sole discretion.

MINIMUM INSURANCE AND BONDING REQUIREMENTS

Contract awards shall be made only to contractors that possess the ability to perform successfully under the terms and conditions of a proposed procurement. Contracts awarded shall include the following guarantees, except when an exemption is provided:

A performance bond on the part of the contractor for 100% of the contract price for any contract exceeding the sum of \$100,000.

All construction contractors and subcontractors are to carry Workman’s Compensation Insurance for all employees who work on the premises, as well as:

- a. Manufacturers and Contractor’s Public Liability Insurance as appropriate for the project (Minimum requirement - \$1,000,000)
- b. Property Damage Insurance to protect them from claims for property damage. (Minimum requirement - \$1,000,000)
- b. Any and all additional insurance required by the laws of the State of Kansas.

If any subcontracting is let, prime contractors will be required to ensure the subcontractors comply with the provisions of this plan and with all applicable required federal and state regulations.

All proof of insurance and bond documents shall be provided to the City Clerk prior to Contractor beginning work on any City project.

GENERAL SCOPE OF SERVICE

- 1. Renovation of existing playground. Remove old play equipment & benches, remove sand play surface & border, remove fencing, install new safety surface & border, install new play equipment & benches, install new fencing. See picture and specifications below.
- 2. Installation of an accessible sidewalk to/from existing parking lot & playground. See picture and specifications below.



Demo

- Remove existing play set, swing frame, fencing, borders, benches, and gravel safety surfacing.

Equipment

- Playset Replacement
 - 2-12 age group
 - Shaded towers
 - 8+ activities with 40+ capacity
 - Fall height up to 8'
 - 3.5" post size
- Swingset Replacement
 - 5" Single Post Swing Frame
 - 2 Belt Seats
 - 1 Bucket Seat
 - 8' fall height
- Park Bench Replacement
 - 2 - 6' Post Type
 - expanded metal mesh back & seat
 - thermoplastic coating back & seat
- Steel elements: polyester powder coated
- IPEMA certified
- Freight
- Installation
- Warranty

Safety Surface

- *Synthetic Turf*
 - 2316 sf
 - sub surface drainage
 - proper sub surface components for up to 8' critical fall height attenuation
 - infill material
 - 12" w x 8" d concrete border along the fence line, 200 lf
- IPEMA certified
- Freight
- Installation
- Warranty

Sidewalk Installation

- *Minimal existing sidewalk demo to connect to parking lot*
- *4" Concrete, 625 sf*
- *Finish – light brush & saw cut joints @ 15' centers*

Chain Link Fence Installation

- *4' x 195 lf*
- *5' gate with top pull magna latch*

INSTRUCTIONS TO BIDDERS

1. A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder to provide the work specified in the Request for Bids for the compensation specified.
2. Bids shall be clearly marked with the work name, contact person, mailing address, and telephone number of the Bidder.
3. It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the City's possession by or before the time and date designated in the Request for Bids. Bids will not be accepted after the designated time and date.
4. If a mistake is made or discovered during or after the Bid review, the City reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the City, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid, and the contract and attached documents (the "Contract Documents"). Bidders shall notify the City immediately of any errors or omissions that are encountered.
5. The City shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-bid conferences, or interviews.
6. Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The City is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
7. The following information shall be submitted with the Bid:
 - a) The names of staff personnel who will be assigned to the work.
 - b) A proposed scope of work and schedule, including any alternatives that can be identified.
 - c) The Bidder is expected to review the work site prior to submittal of the Bid.
 - d) The names of any subcontractors who will be retained for the work.
 - e) A list of the Bidder's previous experience on similar projects.
 - f) Renderings/images of proposed equipment.
8. At least five (5) business days prior to the commencement of the contract, the Contract Manager or his appointee will confer with the Contractor and review the total specification requirements and scheduling proposed by the Contractor.
9. The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections

as to the completeness, sufficiency, scope, or detail of the Bid; and (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the contract, the site and conditions of delivery, and other applicable law.

10. The contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Bid Request and these Instructions to Bidders. The City reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The City does not base its award on prices alone. Also to be considered are: quality of product; past experience with the Bidder; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.
11. The City reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the City that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
12. The City reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the City further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.
13. No Bid shall include federal excise taxes or state or local sales or use taxes.
14. Any Bid received as a result of this request is prepared at the Bidder's expense and becomes City property and is therefore a public record upon opening by the City.

CONTACT INFORMATION

Director of Recreation
Brian Hayes
Office: 316-744-2451 x301
5251 E. 48th St. N, 67220
Email: bhayes@belaireks.gov

SCHEDULE

The following is a projected and tentative schedule of events:

Date	Event
August 29, 2025	RFP issued
Sept 10, 2025, 5 p.m.	Last day for respondents to submit written questions
Sept 15, 2025, 5 p.m.	Final day responses to questions will be provided
Sept 22, 2025, 5 p.m.	Proposals due
Oct 7, 2025, 7 p.m.	Bid/Proposal selected at City Council meeting

PROPOSAL SUBMISSION FORM

City of Bel Aire – Recreation Center Playground Improvements

1. COMPANY NAME _____

2. ADDRESS (Home Office) _____

3. TELEPHONE NUMBER (office) _____ (cell) _____

4. NUMBER OF FULL-TIME EMPLOYEES _____

5. OWNERSHIP

☐ Sole Proprietor☐ Other – Please Specify☐ Limited Partnership

PROPOSAL PRICES

ITEM A – Removal and Disposal	AMOUNT
A1: Remove and dispose of all existing playground components	
ITEM B – Materials/Installation	
B1: Playset & installation	
B2: Swingset & installation	
B3: Benches & installation	
B4: Safety Surface & installation	
B5: Fence & installation	
B6: Concrete sidewalk & installation	
TOTAL	

Signature of Authorized Representative_____
Date_____
Name/Title of Authorized Representative

EXHIBIT A - CITY OF BEL AIRE, KANSAS
TERMS AND CONDITIONS

The attached Purchase Order/Quotation/Proposal, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Vendor named on the Purchase Order/Quotation/Proposal.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation/Proposal shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation/Proposal have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Vendor of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Vendor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Vendor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation/Proposal and approved by the City's Governing Body.
8. The City and vendor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.
9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Vendor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Vendor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.

12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Vendor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Vendor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Vendor shall be in default of this Contract in the event that Vendor (i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by vendor for the purpose of accomplishing any of the above actions.
16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation/Proposal, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Vendor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Vendor must notify City immediately. Upon Vendor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.
18. Vendor must immediately notify City of any safety recall notices of products, goods and services Vendor has provided to City. In addition, Vendor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.

19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the vendor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Vendor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or vendor.
 - e. Exempted from these requirements are:
 - (1) Any vendor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any vendor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Vendors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the vendor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the vendor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

CONTRACT
FOR
PURCHASE

(New Equipment, Safety Surfaces, and Accessibility Upgrades for City Playground)

This Contract is entered into this 21st day of October, 2025, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called “City”) and VersaSport, LLC., whose principal office is at 4957 North Ridge Road, Wichita, Kansas 67205, Telephone Number (316) 396-0112, (hereinafter called “Vendor”).

WHEREAS, the City’s desires to install new playground equipment, safety surfaces and accessible sidewalks at the playground north of the Recreation Center; and

WHEREAS, Vendor has submitted a quote beneficial to City and is ready, willing, and able to provide the goods, commodities and/or services required by City.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. Vendor shall provide new playground equipment and components, demolition, removal, installation, clean up, and supervision as described and quoted in Exhibit A. All equipment shall be delivered at the Vendor’s expense to the requested City job site within 12-14 weeks from the time of ordering. Any extension of the delivery date is within the City’s sole discretion. Failure of the Vendor to timely deliver the equipment shall allow City to cancel the contract without payment or penalty.
The Vendor warrants the equipment as described in Exhibit B, beginning on the date that the equipment is delivered to the City and accepted as conforming goods by City staff.
To the extent assignable, Vendor assigns to City all warranties made by manufacturers and suppliers.
The parties agree that the additional information in Exhibit A (Vendor Proposal and Estimate VS-2960 dated 09/18/25, 13 pages) and Exhibit B (Warranty Information, 6 pages) are incorporated herein. The parties further agree that all provisions of Exhibits C (5 pages) and Exhibit D (2 pages) are effective between them and govern this Contract.
2. Compensation. City agrees to pay Vendor \$97,341.18 for the delivery, equipment, installation, and all other items described and quoted in Exhibit A. The Contract price is approved by the Governing Body on October 21, 2025.
3. Incorporation of Documents. Exhibit C (Bel Aire’s Mandatory Terms and Conditions Attachment) and Exhibit D (Bel Aire’s Mandatory Independent Contractor Addendum) are attached hereto and are incorporated into this Contract as essential terms.

4. Entire Agreement. This Contract and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.
5. Severability Clause. In the event that any provision of this Contract is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 21st day of October, 2025.

SIGNED by the Mayor on the _____ day of October, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

(Exhibits A, B, C, and D are attached.)

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SIGNED by the Vendor on the 15th day of October, 2025.

VERSASPORT, LLC.

Lee Engler
(Authorized Signature: Name, Title)
Lee Engler, Designer/Project Manager

(Exhibits A, B, C, and D are attached.)

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EXHIBIT A (VENDOR QUOTE & DESCRIPTION)



Date: September 18, 2025

RE: PROPOSAL FOR – City of Bel Aire – Recreation Center Playground Improvements

Thank you for the opportunity to provide our proposal for Recreation Center Playground Improvements. Included is a playground design, product information, estimated price for the improvements outlined in the Request for Proposal and information about our company and experience.

We know that the neighboring community is looking forward to the improvements and a timely installation is important.

- Lead time on acquiring play equipment from the manufacturer is commonly 12-14 weeks from the time of ordering.
- We estimate that it will take 2 to 3 weeks to do demo and improvement on the presented plan. This is dependent on weather and material availability.
- Installation is not seasonal dependent. Once materials are acquired work can begin.

Safety is very important. The work area will be surrounded by security fencing and waste materials disposed of.

Progression

- Site secured
- Demo and removal
- Subsurface drainage installed
- Install equipment
- Install safety surface and fencing
- Sidewalk Installation
- Dispose of all waste materials and clean up
- punch list

Construction Staff – Project Supervisors and Foremen

Lee Engler – Project Manager
Brandon Culp – Construction Manager
Morgan Kessler – Construction Foreman or
Matt Allen – Construction Foreman or
Brent Carleton – Construction Forman

VersaSport LLC will be your equipment representative, acquire construction materials, be construction manager and installer on this project. Winter Concrete will be used as subcontractor. 3% Performance Bond expense is included as an additional line item in the Proposal Submission Form. Certificate of Insurance will be provided.

We have designed and installed many playground projects and appreciate the opportunity to present this design and proposal. If you should have any questions or would like further clarification of our proposal, please do not hesitate to contact me directly.

Thank you.

Lee Engler
Project Manager
VersaSport LLC
lee@versasportks.com
316.259.8974

c: 316.259.8974 p: 316.396.0112 www.versasportks.com
4957 N. Ridge Road. Wichita, Kansas 67205

Versasport LLC
4957 N. Ridge Rd
Wichita, KS 67205
(316) 3960112
sales@versasportks.com



Section XI, Item B.

ADDRESS

Brian Hayes
City of Bel Aire Recreation
5251 East 48th Street North
Bel Aire, Kansas 67220

SHIP TO

Brian Hayes
City of Bel Aire Recreation
5251 East 48th St N, Bel Aire, KS
67220
316-744-2700

Estimate VS-2960

DATE 09/18/2025

EXPIRATION DATE 11/18/2025

P.O. NUMBER

Bel Aire RecCenter Playground

SALES REP

Lee Engler

PHONE NUMBER

316-259-8974

DESCRIPTION	QTY	RATE	AMOUNT
Demo - Remove existing play set, swing frame, benches, fencing, borders and gravel safety surfacing.	1	7,920.00	7,920.00
Shady Pines - WP-350005N3-1 Playset for 2-12 yrs	1	21,511.00	21,511.00
5" Single Post Swing Frame with Cantilever Arm (1) Bucket Seat & (2) Belt Seats	1	1,946.00	1,946.00
6' Perforated Steel Bench with Back Inground mounted	2	660.00	1,320.00
Equipment Freight	1	2,000.00	2,000.00
Play Equipment Installation	1	6,100.00	6,100.00
Concrete Border. Size: 12"wx 8"d LF: 200	1	7,000.00	7,000.00
Safety Surfacing/Synthetic Turf- SF: 2316 for upto 8' fall height. Includes geotextile separation fabric, gravel base, sub surface drainage, foam pad, AST Ameriplay Certified synthetic turf, Envirofill infill, freight and installation	1	35,354.00	35,354.00
4' Black Chainlink Fence 195 LF plus 5' gate. Pull up latch opener.	1	6,043.00	6,043.00

Please make checks payable to Versasport LLC

DESCRIPTION	QTY	RATE	AMOUNT
4" Concrete Sidewalk 5'x125' 625 sqft Reinforced Finish - light brush, Saw cut joints @ 15' centers Includes sidewalk demo at parking lot for connection.	1	5,312.00	5,312.00
3% Bonding	1	2,835.18	2,835.18

Estimate per drawing dated: 9-18-25

SUBTOTAL

97,341.18

TAX

0.00

Organization must provide Sales Tax Exemption Certificate and Project Exemption Certificate at time of project acceptance. If not available, applicable sales tax will be added to estimate/invoice.

Public utilities will be located by local 811 One-Call before excavation. Private utilities and irrigation system lines are to be located by and responsibility of Owner. Additional cost may incur if unforeseen conditions, such as roots, buried rubble, bed rock or concrete hinders normal excavation.

Approve this estimate and return to VersaSport LLC to make order. An invoice will be sent by QuickBooks to customer for online or other payment option.

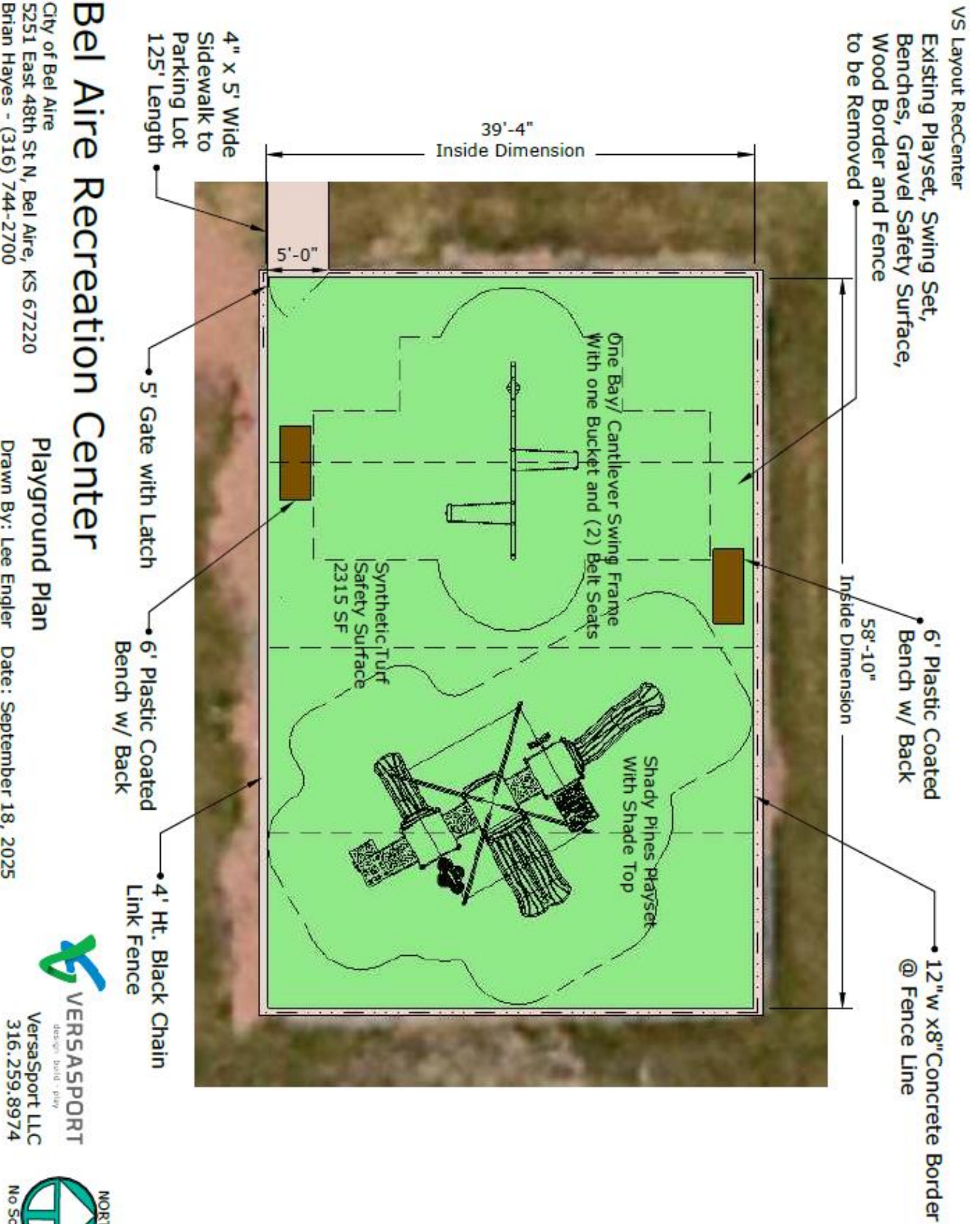
TOTAL

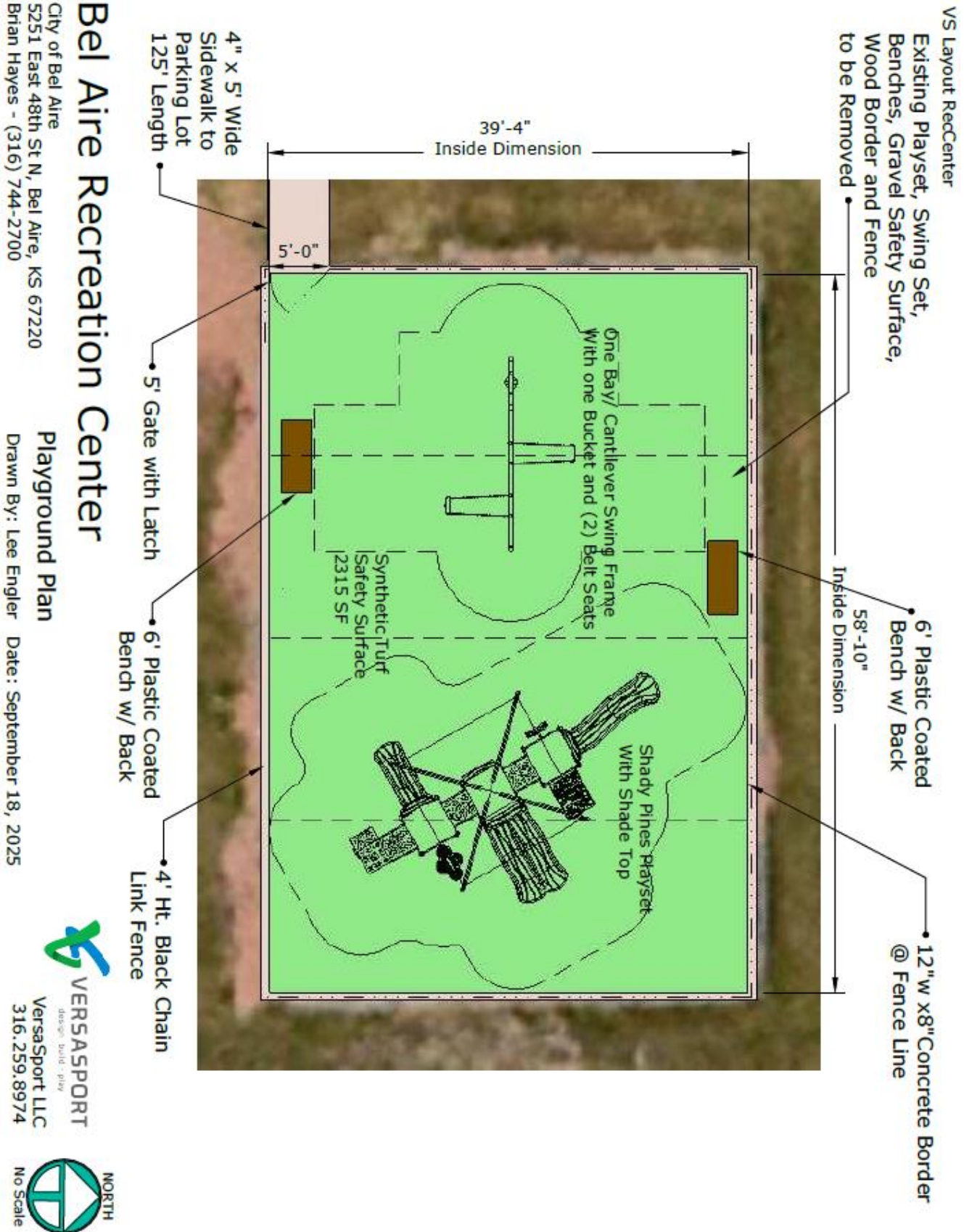
\$97,341.18

Accepted By

Accepted Date

Please make checks payable to Versasport LLC







Shady Pines



Description

Activities

- Rock Climber
- 4' Double Slide
- Trunk Climber
- 3' Single Slide
- World Map Panel
- Saddle Seat
- Wing Climber
- Counter Panel
- 5' Single Slide

Structure Info

- Age Range: 5-12
- Capacity: 38-42
- Safety Zone: 28'-3" x 40'-6"
- Fall Height: 5'
- Total Activities: 9

Component Info

- Post Size: 3.5"
- Steel elements: Polyester Powder Coated



5" Single Post Swing Frame With Arm SPF-80266

Quick Ship



Description

This single post swing with an accessory arm is a great way to add a bucket swing to the swing frame. The bucket swing for the accessory arm will be included. You can choose the swing accessories you would like for each swing bay.

1 Bay Info

Safety Zone: 30' x 33'
Equipment Dimensions: 16'-11" x 0'-6" x H 8'-10"

2 Bay Info

Safety Zone: 42' x 33'
Equipment Dimensions: 28'-4" x 0'-6" x H 8'-10"

3 Bay Info

Safety Zone: 53' x 33'
Equipment Dimensions: 39'-9" x 0'-6" x H 8'-10"

4 Bay Info

Safety Zone: 65' x 33'
Equipment Dimensions: 51'-2" x 0'-6" x H 8'-10"

Component Info

Post Type: Single Post
Support Post Size: 5"
Top Rail Size: 3.5"



6' Perforated Bench with Back

PAC-28604



Description

Structure Info
Capacity: 3
Equipment Dimensions: 6'-1" x 1'-9" x H 2'-11"





USES

- ▶ General Landscape
- ▶ Lawns
- ▶ Pet Areas
- ▶ Roof Decks
- ▶ Medians
- ▶ Multi-Use Activity Areas
- ▶ Commercial or Residential



15 Year Manufacturer's Warranty
8 Year Manufacturer's High Traffic Warranty



Flo-Rite Drainage Technology



PFAS COMPLIANT



LEAD FREE

U-BLADE



SPECIFICATIONS

Pile Height: 1.125"

Turf Gauge: 3/8"

Face Weight: 55 oz./yd²

Backing Weight: 26 oz./yd²

Total Weight: 81 oz./yd²

Stitch Rate: 18.5/10cm

Stitches/M²: 19425

Material/Dtex: PE & PP 10000

Color: Field and Apple Face Fiber With Green and Tan Thatch

Type Of Fiber: PE Monofilament and PP Curled Thatch

Infill Amount: 1.0 lb./psf.

Primary Backing: Premium AST Backing

Tuft Bind: 9+ lb./force (ASTM D1335)

Blade Type: U-Blade

Permeability: 180.3 inches/hr. (ASTM F1551)

Melting Point: 176 °F (ASTM D2859)

Grab Tear MD: >200 lb./force (ASTM D5034)

Grab Tear CMD: >200 lb./force (ASTM D5034)

Roll Width: 15 lf

Roll Length: 100 lf

Sq. Ft. Per Roll: 1500

Total Roll Weight: 927 lbs



5960 Inglewood Drive, Ste.150, Pleasanton, 94588, USA
Toll Free: (800) 617-1453 | www.americansynturf.com





TÜV SÜD America Inc.
Product Safety Services
1755 Atlantic Blvd.
Auburn Hills, MI 48326
Phone: (616) 546-4600

IPEMA IMPACT ATTENUATION REPORT – ASTM F1292-22

Participant: American Syn-Turf, LLC		TUV Report No.: 72187844-4a	
Main Office Address: 5960 Inglewood Drive Ste 150		Report Date: 3/20/2023	
Pleasanton, CA 94588		Test Date: 3/17/2023	
Phone: 510-305-0872		Initial: ☒	
Manufacturing Location ID: Pleasanton, CA		Follow up: ☐ Ref Job:	
Commercial Name of product: Ameriplay (2.25in. Pad over Stone)		Sample Receipt Date: 3/1/2023	
Date of Manufacture: Unknown		Ambient Air Temperature: 23.6 °C	
No. of samples submitted: See Comments		Humidity: 26 %	
Test Equipment:			
Alpha Automation, Triax, TUV System 5: ☐		Environmental Chamber No.: PLYP00069	
Alpha Automation, Triax, TUV System 7: ☒		Calibration Due Date: 8/31/2023	
Accelerometer ID: PLYP00226		Environmental Chamber No.: AE-029	
Accelerometer Calibration Date: 7/18/2022		Calibration Due Date: 8/31/2023	
Loose Fill Material Sample Description:			
Engineered Wood Fiber: ☐		Un-compacted Depth: _____ Inches	
Loose Fill Wood: ☐			
Rubber Nuggets: ☐			
Rubber Buffings: ☐			
Sand: ☐		Compacted Depth: _____ Inches	
Gravel: ☐			
Other: ☐			
Unitary Sample Description:			
Tiles: ☐		Total Thickness: _____	
Poured in Place: ☐		Top Layer: _____	
Other: ☐		Base Layer: _____	
Turf System Sample Description:			
Turf: ☒		Turf Pile Height: 1.125in. Inches	
Pad: ☒		Pad Thickness: 2.25in. Inches	
Aggregate: ☐		Aggregate: 3.0 Inches	
Infill: ☒		Infill Amount: 2 Lbs./Sq. Ft.	
		Infill Type: silica sand	
Comments:			
1.) Samples submitted (18in. x 18in.): 44 whole pieces and 44 seamed pieces of turf; 20 whole pieces, 20 seam pieces and 20 intersection pieces of 2.25in. pad; 200lbs Infill.			
2.) System description: AmeriPlay 55oz. turf (1.125in. pile), over 2.25in. pad, Infilled with 2lbs./sq. ft. silica sand Infill, tested over 3.0in. compacted stone Total system thickness/depth 6.375in.			
3.) Test performed at Center of Turf/Center of Pad location, as determined in report 72187844-4b.			
The maximum critical fall height of the above described sample was determined to be: 8 Ft.			
The results reported herein reflect the performance of the above described samples at the time of testing and at the temperature(s) reported. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. The following data sheet provides an accurate representation of the test results.			
Sample in compliance with ASTM F1292-22 at the temperature and rating specified? Yes ☒ No ☐			
Signature: <u>Timothy Squelch</u>		Title: Project Engineering Technician Date: 3/20/2023	
Reviewed by: <u>[Signature]</u>		Title: Regional Manager Date: 3/20/2023	

Participant: American Syn-Turf, LLC

TUV Report No: 72187844-4a

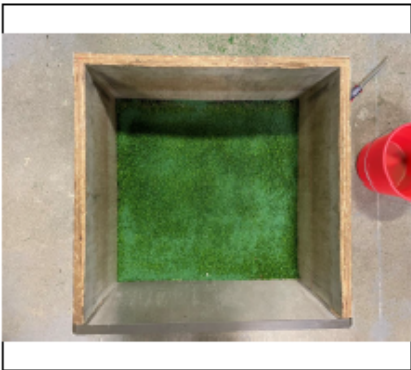
Manufacturing Location ID: Pleasanton, CA

Test Date: 3/17/2023

Drop	Critical Fall Height (Ft.)	Reference Temperature -4°C, (25°F)				Reference Temperature 23°C, (73°F)				Reference Temperature 49°C, (120°F)				
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	
1	8	141	901	22.7	8.01	134	815	22.7	8.01	115	661	22.7	8.01	
2	8	151	987	22.7	8.01	137	840	22.7	8.01	120	692	22.8	8.08	
3	8	147	956	22.7	8.01	131	794	22.7	8.01	127	739	22.7	8.01	
Average		149.0	971.5			134.0	817.0			123.5	715.5			
Measured Surface Temperature		-2°C	Max. Change from reference + 5°C, (5°F)				23°C	Max. Change from reference + 3°C, (5°F)				46°C	Max. Change from reference -3°C, (-5°F)	
Sample Condition:		Dry				Dry				Dry				

Drop	One foot over (Ft.)	Reference Temperature -4°C, (25°F)				Reference Temperature 23°C, (73°F)				Reference Temperature 49°C, (120°F)				
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	
1	9	157	1097	24.1	9.03	131	831	24.0	8.95	135	887	24.1	9.03	
2	9	157	1093	24.1	9.03	136	883	24.1	9.03	130	835	24.1	9.03	
3	9	171	1198	24.2	9.10	146	962	24.1	9.03	145	952	24.2	9.10	
Average		164.0	1145.5			141.0	922.5			137.5	893.5			
Measured Surface Temperature		-2°C	Max. Change from reference + 5°C, (5°F)				23°C	Max. Change from reference + 3°C, (5°F)				47°C	Max. Change from reference -3°C, (-5°F)	
Sample Condition:		Dry				Dry				Dry				

Drop	One foot under (Ft.)	Reference Temperature -4°C, (25°F)				Reference Temperature 23°C, (73°F)				Reference Temperature 49°C, (120°F)				
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	
1	7	127	791	21.2	6.99	108	618	21.3	7.05	103	564	21.2	6.99	
2	7	134	805	21.2	6.99	116	643	21.3	7.05	108	572	21.3	7.05	
3	7	134	791	21.2	6.99	116	623	21.2	6.99	110	574	21.3	7.05	
Average		134.0	798.0			116.0	633.0			109.0	573.0			
Measured Surface Temperature		-3°C	Max. Change from reference + 5°C, (5°F)				22°C	Max. Change from reference + 3°C, (5°F)				46°C	Max. Change from reference -3°C, (-5°F)	
Sample Condition:		Dry				Dry				Dry				





A different kind of infill. Envirofill® is composed of naturally occurring silica sand found only in the Hickory Formation in central Texas. Its highly rounded quartz core resists compression so it doesn't continue to compact over the life of your lawn.

It's cool. Envirofill's natural heat reducing properties have been proven to lower synthetic lawn surface temperatures as much as 25%. And it resists changes brought on by even the harshest weather conditions, so your lawn is always a beautiful surface to relax or play.

It's cleaner. Microban® antimicrobial protection is infused into Envirofill during the manufacturing process to help prevent the growth of bacteria, mold, and mildew that can cause stains, odors, and product deterioration.

It's reusable. With its inherent durability and reusability, Envirofill has the potential to be reused as infill long after the turf wears out.

PRODUCT DATA ENVIROFILL® 12-20			
Physical properties	Measure	Test Method	Value
Dimensions	98.6% Retained 12-20 mesh sieves		
Materials	99.6% Silicon Dioxide, Pigment and Acrylic		
Hardness	Mohs Scale		6-8
Roundness	Krumbein Shape	ISO13503-2/API RP19C	0.7+
Density	lbs/cf	ASTM F-1815-06	110
Flammability		ASTM E648	Non-flammable
Dust			Negligible
Angle of Repose		ASTM C1444	±30 degrees
TCLP Metals Content	mg/kg	ASTM 6010	<Min Detectable Levels
Abrasiveness	Index	ASTM F 1015	26+/-2
Coefficient of Friction	Direct	ASTM F 1551	0.80 dynamic
Packaging	50lb bags or 3000lb Super Sacks		

Envirofill's exclusive partnership with Microban® provides an added level of antimicrobial protection for the lifetime of your lawn.

For more information visit www.xgrass.com or call 877-881-8477

Produced by **USGreentech**
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EXHIBIT B (WARRANTY INFORMATION)



Polygreen Foam Warranty

POLYGREEN FOAM warrants to the first owner ("Owner") of the facility at which Polygreen Foam Pad recycled closed cell-foam playground or sportsfield underlayment panels (Panels) have been installed that the Panels are warranted against, cracking, shattering, or deteriorating under normal and proper use and shall be free from defects in material and workmanship for a period of eight (8) years after date of installation ("Warranty Period"). POLYGREEN FOAM also warrants that the Panels will not compress by more than fifteen percent (15%) during the Warranty Period as long as they are not subjected to stress loads in excess of those that ordinarily occur during use for athletic performance [35 pounds per square inch].

This Limited Warranty shall be effective only if the Owner gives POLYGREEN FOAM reasonable notice of any claim under this Limited Warranty and an opportunity to inspect the Panels with respect to which the claim is made. If POLYGREEN FOAM determines that any Panels do not conform to the Limited Warranty, POLYGREEN FOAM shall replace the non-conforming Panels. Any damage or defect resulting in whole or in part from fire or natural disaster, improper handling, improper use, improper installation, expansion, subsidence, shifting, compression or erosion of, or other defect in, the subsurface or excessive load stress is NOT the responsibility of POLYGREEN FOAM and is NOT covered by this Limited Warranty.

THE LIMITED WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE.

OWNER'S EXCLUSIVE REMEDY FOR ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO REPLACEMENT OF THE PANELS FOR WHICH A CLAIM IS MADE AND PROVED. IN NO EVENT SHALL POLYGREEN FOAM BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PANELS.

Administrative Offices
205 Boring Drive
Dalton, GA 30721
877-302-8625
Fax 417-681-0366

Manufacturing Facility
325 Jay Street
Coldwater, Michigan
877-302-8625
Fax 417-681-0366

POLYGREEN FOAM
325 JAY STREET COLDWATER, MI 49036
P: 1-877-302-8625 F: 417-681-0366
WWW.POLYGREENFOAM.COM



Limited Lifetime Warranty

Wisdom Playgrounds Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below

LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

Basic Clause:

Lifetime Limited Warranty on all aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on steel posts against structural failure due to material or manufacturing defects.

Lifetime Warranty

Wisdom Playgrounds offers a lifetime warranty on all hot-dipped galvanized or stainless steel parts and high-density polyethylene (HDPE) panels.

15-Year Limited Warranty

On all steel arches, robinia and erythrophleum wood parts, high-pressure laminate (HPL) parts, all plastic components (including edging), all aluminum and steel components not covered above, climbers, outdoor musical instruments, decks and coatings (except Wiggle Ladders, Chain Ladders, and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty

On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence. Pre-galvanized posts with painted top layer, painted surface on galvanized or aluminum metal parts, electro-galvanized metal, molded PP decks, solid or hollow plastic parts, transparent polycarbonate types, (PC) parts, wood-plastic composite (WPC) parts, larch, pine and other wood types, rope and net constructions.

8-Year Limited Warranty

On climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty

Cable Connections, cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects, and PVC coating against cracking or peeling. Resin-coated plywood parts, springs and ball-bearing assemblies, graphic print on PC panels, concrete parts. Does not cover damage that may be associated with the natural characteristics of bamboo aging, including but not limited to; discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

Our 5-year warranty on shades encompasses protection against any manufacturer defect or malfunctions that may arise during the specified period including shade structure moving parts, cables and materials not specifically listed elsewhere.

3-Year Limited Warranty

On all moving parts i.e.: all swing seats and hangers, mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, trolleys and bumpers, Coil Spring, including gliders, belting material, resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

2-Year limited Warranty

On all moving plastic or metal parts, rubber membranes, sunshade or sail solutions not falling into the category above.



Special Clause:

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the play structures and/or equipment are erected to conform with the Wisdom Playgrounds installation instruction and maintained according to the maintenance procedures furnished by Wisdom Playgrounds Inc.

Natural Wood Items:

Please note that all natural wooden components of our playgrounds, except those explicitly described above, are not covered under this warranty. Wood is a natural material, and as such, it is subject to natural behaviors such as twisting, cracking, splintering, and other changes in appearance or structure due to varying environmental conditions, including dryness and moisture. These changes are part of the uncontrollable nature of wood and do not affect the integrity or safety of the structure. Therefore, such occurrences are not considered defects and are excluded from coverage under this warranty.

Please be advised that all natural wood components of our playground structures, unless explicitly stated in this document, are excluded from warranty coverage. Wood, as a natural material, is inherently susceptible to a range of environmental factors that may cause alterations in its physical properties. These alterations may include, but are not limited to, twisting, cracking, splintering, and changes in appearance or structure resulting from exposure to moisture, dryness, and other atmospheric conditions. These natural processes are not indicative of material defects and do not compromise the overall structural integrity or safety of the equipment.

It is important to note that these inherent characteristics of wood are uncontrollable and cannot be mitigated by standard manufacturing practices. As such, these conditions shall not be deemed as defects or faults, and

therefore are excluded from warranty coverage. For a comprehensive explanation of warranty coverage, including the treatment of wood materials in conjunction with steel components, please refer to our full warranty documentation. The warranty for items incorporating both wood and steel may differ and is subject to additional terms and conditions specific to each material's interaction.

Buyer Remedy:

If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Wisdom Playgrounds Inc. in writing at 2140 S Dupont Highway, Camden City, Kent, Delaware 19934. Wisdom Playgrounds Inc. may elect to inspect the alleged defect at the Buyer site or at the Wisdom Playgrounds facility. Buyer shall not return products to Wisdom Playgrounds Inc. unless authorized by Wisdom Playgrounds Inc. to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer expense. Upon verification of warranty coverage, Wisdom Playgrounds Inc. may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Wisdom Playgrounds Inc.'s limited warranties do not cover the cost of labor to remove defective or nonconforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in the State of Delaware.

Limitations:

All warranty periods begin on the date of Wisdom Playgrounds Inc. invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Wisdom Playgrounds Inc. or a Wisdom Playgrounds Inc. authorized reseller, and are not transferable. Warranties apply only to Wisdom Playgrounds Inc. products that are erected and installed in conformance with Wisdom Playgrounds Inc. installation instructions, and that are maintained and inspected in conformance with Wisdom Playgrounds Inc.



WISDOM PLAYGROUND

maintenance and operational instructions.

Warranties specifically do not cover Wisdom Playgrounds Inc. products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non- Wisdom Playgrounds Inc. parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Wisdom Playgrounds Inc. does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLERS' PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR USE ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH

THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PART



PRODUCT WARRANTY

One Hundred (100) Year Limited Warranty

- On all aluminum and steel upright posts, post caps, and clamps against structural failure due to deterioration, corrosion, or workmanship
- On hardware against structural failure due to deterioration, corrosion, or workmanship

Fifteen (15) Year Limited Warranty

- On all rails, rungs, rigid climbers, loops, and decks against structural failure due to deterioration, corrosion, or workmanship
- On all HDPE and roto-molded plastic components against structural failure due to materials or workmanship

Three (3) Year Limited Warranty

- On all blow-molded plastic components against structural failure due to materials or workmanship

One Year (1) Limited Warranty

- On all moving parts against structural failure due to materials or workmanship
- KidsTale warrants to its original customer for as long as the original customer owns the product and uses the product with normal use and installation in accordance with published specifications to be free from defects in materials and workmanship
- This warranty does not cover damages from misuse, vandalism, modified parts, or damages such as dents, scratches, fading/weathering, and normal wear and tear
- Warranty claims must be filed within the applicable warranty period. Warranty parts will be shipped free of charge to the original destination. Warranty does not include the cost of labor for the part replacement. Replacement parts carry the applicable warranty from the date of shipment of the replacement part



6419-K Toledo St | Houston, TX 77008 | 1+(844) KidsTale



Warranty on Construction

VersaSport LLC extends a 12 month warranty on construction of improvements in the contract. That time period starts at acceptance of the project.

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EXHIBIT C**CITY OF BEL AIRE, KANSAS
MANDATORY TERMS AND CONDITIONS**

The attached Purchase Order/Quotation, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Contractor/Consultant/Vendor named on the Purchase Order/Quotation.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted, such acceptance to occur upon delivery, as conforming goods or services by an authorized City official, the City will approve payment to the Contractor net thirty (30) days from the date of Contractor's undisputed invoice, of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor will refund the same if included in the price paid. The City's exemption certificate will be furnished to Contractor.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Contractor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and Contractor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute

requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.). Contractor agrees to indemnify, hold harmless and defend City against any third party claims for personal injury, death or tangible property damage resulting from Contractor's negligence, reduced to the extent of any other party's negligence, provided Contractor is provided reasonable notice regarding such claim and has the sole right to select and direct counsel and settle the claim; City shall consent to the settlement, such consent shall not be unreasonably withheld, delayed, or conditioned.
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. Subject to the limitations herein, the Contractor shall bear the risk of loss to any person or property over which it has authority or control, however exercised. Contractor shall maintain the following insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$1,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Contractor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City, such consent shall not be unreasonably withheld, delayed, or conditioned.
14. This Contract is intended solely for the benefit of the City and the Contractor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Either Contractor or City shall be in default of this Contract in the event that either Contractor or City (i) applies for or consents to the appointment of a receiver, trustee or

liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by either Contractor or City for the purpose of accomplishing any of the above actions.

16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence; is a result of a force majeure event, or is mutually approved between the Contractor and City. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.
18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. Neither Contractor or City shall be liable for damages caused by delay in performance and the remedies of the parties set forth in this agreement are exclusive. The parties agree that neither party shall be subject to incidental, consequential, or punitive damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.
20. 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) Contractors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor 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.

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EXHIBIT D**CITY OF BEL AIRE, KANSAS
MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. The parties agree Contractor/Consultant/Vendor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and

complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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City of Bel Aire, Kansas



STAFF REPORT

DATE: October 14, 2025
TO: Ted Henry, City Manager
FROM: Anne Stephens, PE, City Engineer
RE: 2026 Street Preservation Projects 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 City is ready to initiate design on the 2026 Street Preservation Program Projects.

Goals:

- To grow the City in an attractive, safe manner that is consistent with City standards.

Discussion:

The Street Maintenance Plan was presented at the October 14th City Council Workshop. This agreement includes fees to develop bidding documents and assist with the procurement of a contractor to perform this work and construction observation and administration services.

Financials:

The cost of the improvements for these projects will be paid for from the CIP.

Recommendation:

Staff recommends that the City Council accept Work Order 24-08 from PEC in the amount of \$115,000.00 for the design, bidding and construction observation and administration services for the 2025 Street Preservation Program Projects.

The City Attorney has reviewed and approved the agreement as presented.

WORK ORDER NO. 24-08

This Work Order No. 24-08 is made as of this _____ day of _____, 20____, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated February 08, 2024 (the “Master Services Agreement” between City of Bel Aire, Kansas (Client) and Professional Engineering Consultants, P.A. (PEC). Per the Master Services Agreement, this Work Order shall be incorporated into the Master Services Agreement by reference. Except to the extent modified herein for this specific project, all terms and conditions of the Master Services Agreement shall continue in full force and effect.

SECTION A – SERVICES

A.1 PEC shall perform the following services (collectively, the “Services”):

See attached Exhibit A, Section D.

A.2 In conjunction with the performance of the Services as described above, PEC shall provide the following submittals, documents or other deliverables to Contractor:

N/A

A.3 Exclusions:

See attached Exhibit A, Section F.

SECTION B – SCHEDULE

PEC shall perform the Services and deliver the above documents according to the following:

See attached Exhibit A, Section B.

SECTION C – COMPENSATION

In return for the proper performance by Consultant of its Services, Client shall pay to PEC an amount not to exceed One Hundred Fifteen Thousand Dollars (\$115,000.00), payable according to the following terms:

See attached Exhibit A, Section G.

SECTION D – OTHER PROVISIONS

The parties agree to the following additional provisions with respect to this Work Order:

See attached Exhibit A, Section E.

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EXHIBIT A



CITY OF BEL AIRE, KANSAS

By: _____

Printed Name: _____

Title: _____

Date: _____

**PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.**

By: 

Printed Name: Benjamin M. Mabry, P.E.

Title: SVP Government Markets

Date: 10/13/2025

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

EXHIBIT A

A. Project Description:

1. Provide Pavement Maintenance Plan, Bidding, Construction Administration and Construction Inspection Services for the following areas in Bel Aire, Kansas (see attached Exhibit C):
 - a) Woodlawn, Rock Road, 53rd Street, Bel Aire Heights, and Edgemoor
2. The Project delivery method is design-bid-build.

B. Anticipated Project Schedule:

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within fourteen (14) days after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate design duration for the roadway repairs will be approximately 30 days. Respectively, after receiving the Notice to Proceed.
4. Construction duration is anticipated to be 60 Calendar Days to Substantial Completion (SC) and 75 Calendar Days to Final Completion (FC). The inspection services fee will be based on 75 calendar days.
5. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

C. Project Deliverables:

1. Preliminary Plans (and supplemental specifications if necessary) and associated engineer's opinion of probable cost in portable document format (PDF).
2. Final Plans and Bid Documentation (and supplemental specifications if necessary) and associated engineer's opinion of probable cost in PDF format.

D. Scope of Services:

1. Civil Engineering Design Services:
 - a) Provide project correspondence and consultation with CLIENT.
 - b) Provide quality control review prior to submission of project deliverables.
 - c) Attend and assist in facilitating a pre-design kickoff meeting with CLIENT to formalize the design criteria and PROJECT boundaries, lines of communication and overall project procedures.
 - d) Attend and assist in facilitating a design review meeting with the CLIENT to review plans.
 - e) Prepare preliminary plans and supplemental specifications, if necessary, in accordance with the current design criteria of the CLIENT along with an engineer's opinion of probable cost.
 - f) Prepare final plans and supplemental specifications, if necessary, in accordance with the current design criteria of the CLIENT along with an engineer's opinion of probable cost.

2. Construction Administration Services:

During the construction phase PEC shall provide construction administration services for the PROJECT, when requested by the CLIENT. The scope of services will be as follows:

- a) Attend and assist in facilitating the preconstruction conference.
- b) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
- c) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
- d) Make a maximum of five (5) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
- e) Consult with the inspector regarding interpretations or clarifications of the plans and specifications.
- f) Provide decisions in accordance with the contract documents on questions regarding the PROJECT.
- g) Review materials test reports as submitted by the City Inspector.
- h) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- i) Conduct a final on-site PROJECT review.
- j) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.

3. Construction Inspection Services:

- a) PEC will provide construction inspection services as noted in this agreement and shall apply to all services provided throughout the construction of the PROJECT unless a separate agreement for additional services is signed.
- b) Provide a resident project representative (RPR) to perform construction inspection, documentation; witness field testing of construction materials as required by the approved plans and specifications; check the construction activities to determine compliance with the project documents (plans, specifications); and maintain project records to document the work.
- c) Provide electronic pdf copy of 'Red-Line' markup images of bid set of plans for the preparation of record drawings of the PROJECT.

4. Geotechnical Services:

- a) Coring of existing pavement for up to 6 locations.
- b) Determination of pavement thickness at these locations based off cores.
- c) Determination of base material thickness below pavement (if present)
- d) Visual classification of subgrade material.
- e) Patching of core locations.

E. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Field Survey Services.
2. Written legal descriptions and associated map exhibits for acquisition of easement and right-of-way.
3. Production of record drawings, as-builts, or release of electronic files.
4. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
5. Geotechnical analysis of pavement cores to determine suitability to carry traffic.
6. Attendance at public meetings beyond those specifically identified in the above scope of services.
7. Railroad/Railway Coordination.
8. Analysis of existing utility systems, vacuum excavation of existing utilities and utility coordination efforts.
9. Additional Construction Phase Services: Includes Construction Materials testing and Construction Staking related to the project.
10. Utility Relocation/Extension Design: Includes any public utility design not included within the scope of services above.
11. Landscape Architecture Services: Includes landscape design and tree planting.
12. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
13. Alternate designs not specifically listed in the Scope of Services.

F. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Additional services not included in the above scope of services.
2. Franchise Utility Design.
3. Railroad/Railway Design.
4. Environmental site assessments.
5. Permit and review fees.
6. Entrance into a permit-required or non-permit required Confined Space.
7. Appraisal and acquisition of easements and right-of-way.
8. Code mandated special structural inspections. The CITY shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

G. PEC's Fees & Reimbursable Expenses:

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a standard hourly basis, plus Reimbursable Expenses, at the rates established on the attached Rate Schedule, not-to-exceed **\$115,000.00.**
3. The inspection services fee presented is an estimate.
4. **The basis of the Inspection Fee for this work is based on the anticipated construction duration of seventy-five calendar days (75 Calendar Days) that will be provided for the contractor to reach final completion for the PROJECT. Inspection time is anticipated on Monday through Friday for eight (8) regular hours per day and two (2) OT hours per day during construction for attending the preconstruction**

meeting, project preparation (set-up, project documents printing), post construction closeout documentation (including redline drawings), inspector manager oversight, and project mileage. If more than seventy-five (75) calendar days elapse from the Construction Notice to Proceed to final completion of the PROJECT a separate supplemental agreement shall be negotiated and executed for the remaining work, and PEC will be reimbursed at the current PEC Standard Hourly Rates for any additional inspection hours.

5. Labor more than 8 hours per day Monday through Friday, shall be reimbursed at 1.5 times the Standard Rate for the RPR (Construction Inspector).
6. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

2025 RATE SCHEDULE A**

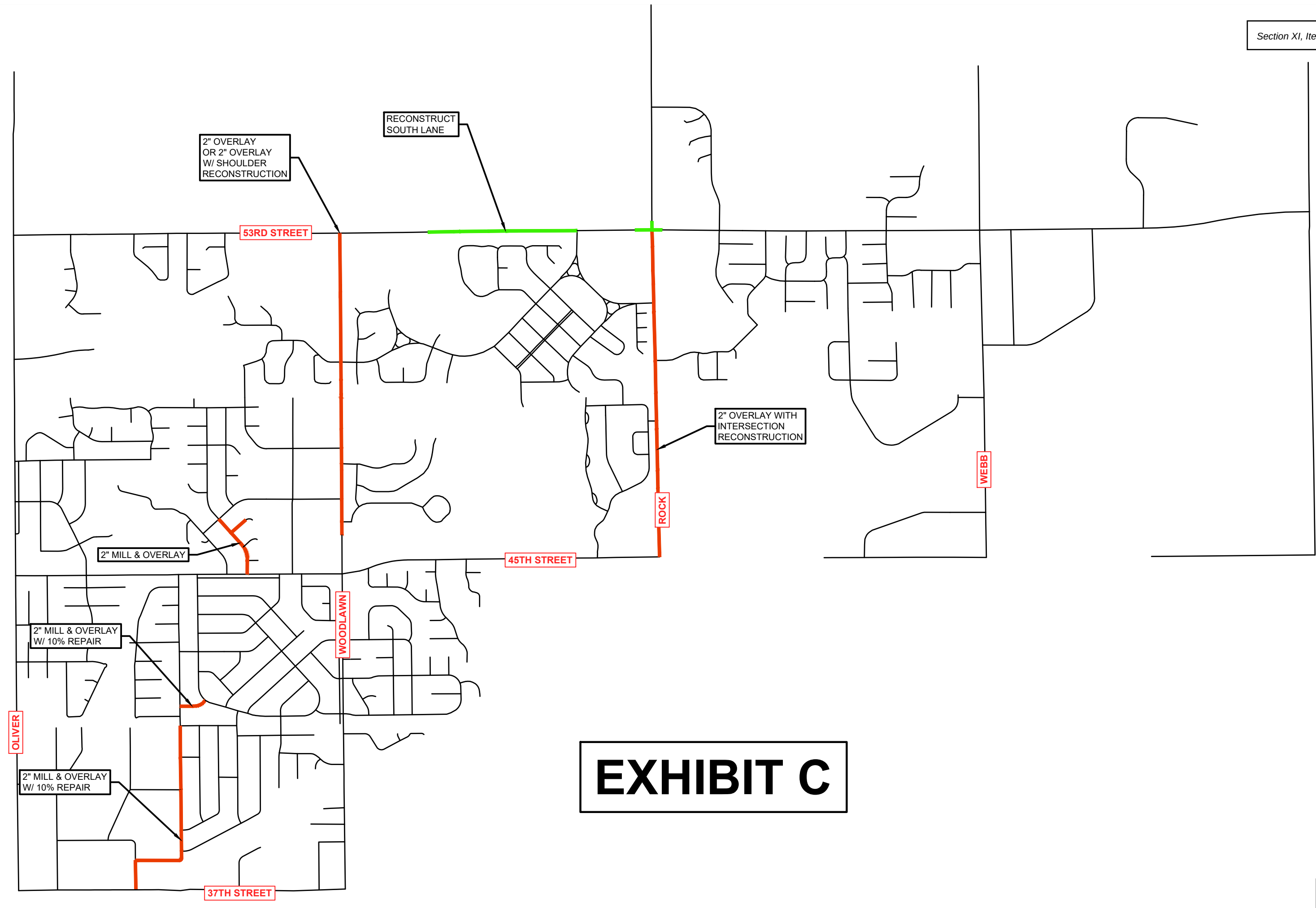


<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer	\$250
Senior Project Manager	\$225
Project Manager	\$200
Senior Engineer II.....	\$225
Senior Engineer I.....	\$200
Project Engineer	\$175
Senior Landscape Architect.....	\$180
Landscape Architect	\$130
Senior Planner	\$175
Planner.....	\$155
Design Engineer	\$145
Senior Piping Designer.....	\$160
Piping Designer	\$125
Senior Technician	\$150
Design Technician	\$115
Senior Commissioning Agent.....	\$160
Commissioning Agent	\$135
GIS Specialist	\$150
GIS Analyst	\$120
Project Coordinator.....	\$100
Project Assistant	\$90
Senior Field Project Manager	\$200
Field Project Manager	\$155
Senior Inspector.....	\$160
Inspector	\$125
Senior Field Technician.....	\$105
Field Technician	\$85
Senior Driller	\$130
Driller	\$95
Land Surveyor	\$140
Crew Chief.....	\$120
Survey Technician.....	\$100
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

REIMBURSABLES:

Infrared Camera.....	\$50/Hour
Structural Testing Equipment	\$50/Hour
Subconsultants	Cost plus 10%
Vehicle Mileage.....	IRS Rate/Mile
Truck Mileage	\$0.75/Mile
ATV	\$20/Hour
GPS.....	\$50/Hour
3D Laser Scanner.....	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS	\$150/Hour
Mobile Lidar Unit.....	\$4,000/Day
Drill Rig Use.....	\$75/Hour
Concrete Testing Equipment	\$10/Each
Nuclear Gauge Equipment.....	\$20/Each
Compressive Strength of Cylinders	\$15/Each
Ultra Sonic Testing Equipment	\$50/Each
Semi-Trailer Mileage.....	\$3/Mile
Other Reimbursables	Cost plus 10%

**The rates shown above are effective for services through December 31, 2025 and are subject to revision thereafter.





DATE: October 16, 2025
 TO: Bel Aire City Council
 FROM: Ted Henry, City Manager
 SUBJECT: Public Works Facility Furniture Purchase

Summary

As construction of our new Public Works facility comes down the stretch, it's time to purchase a few pieces of furniture to supplement what we already have.

Rooms 104, 105, 106 are Marty's, Jon's, and future Facility Manager offices. Only furniture being purchased for these offices are visitor chairs. Repurposing furniture from current building.

Room 103-purchasing chairs.

Room 001-Conference Room-purchasing training tables and chairs.

Room 110-Maint Office-repurposing current furniture

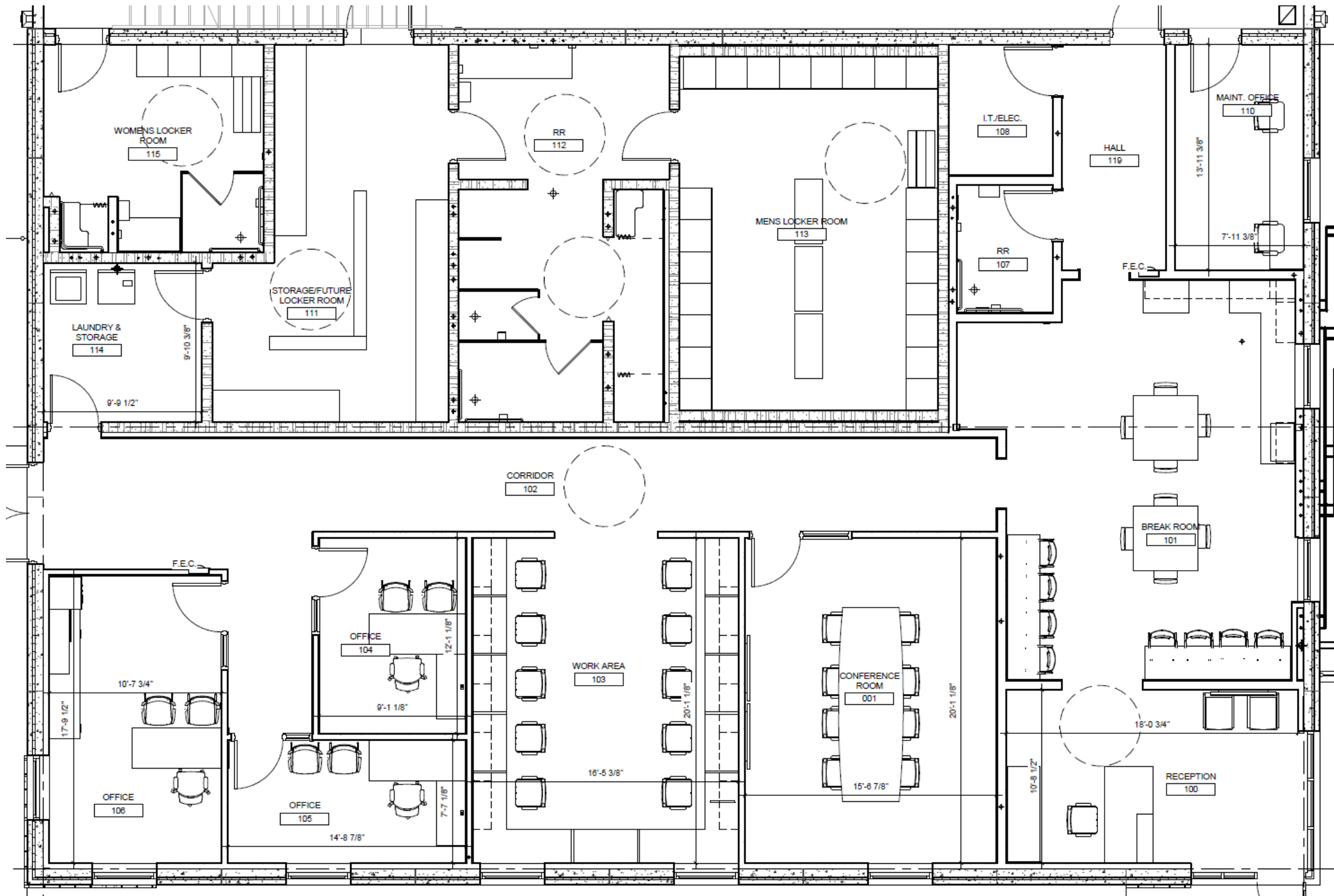
Room 101-Break Room-purchasing tables and chairs

Room 100-Reception-purchasing office chair and visitor chairs

Overall Budget Discussion

The City of Bel Aire was awarded \$4,716,225 in grant proceeds, which requires a \$1,572,075 match from the City. As you may recall, we moved quickly to get this project underway. In January 2025, we transferred funds to secure the City match and provide additional funding for specialized equipment and other expenses. The total transfer in January 2025 was \$2,672,597. As of today, we anticipate total expenditure include this purchase of \$2,168,893.80.

Construction	\$5,648,000.00	
A&E (6.5%)	\$418,490.00	
OR (4%)	\$257,532.00	
Contingency	\$100,000.00	
Wash Bay Platform & Stairs (Catwalk)	\$39,508.00	
Wash Bay Equipment	\$32,147.27	
Industrial Fans	\$36,125.38	
Vehicle Lifts	\$78,210.75	
Air Compressor	\$48,141.22	
Fuel Center	\$209,431.00	
Office Furniture	\$17,533.18	pending
	\$6,885,118.80	
BASE Grant	\$4,716,225.00	
ACTUAL CITY Cost 10/16/25	\$2,168,893.80	
	\$6,885,118.80	
ESTIMATED CITY Cost 12/30/24	\$2,672,597.00	
	(\$503,703.20)	





Office of Procurement and Contracts
900 SW Jackson St., Room 451 South
Topeka, KS 66612

Adam Proffitt, Secretary
Todd Herman, Director

Phone: 785-296-2376
Fax: 785-296-7240

<https://admin.ks.gov/offices/procurement-contracts>

Laura Kelly, Governor

CONTRACT AWARD

Date of Award: November 13, 2023

Contract ID: 0000000000000000000055067

Event ID: EVT0009371

Replace Contract: Various

Procurement Officer: Lee Askew
Telephone: 785.296.7107
E-Mail Address: lee.askew@ks.gov
Web Address: <https://admin.ks.gov/offices/procurement-contracts>

Item: Furniture: Office, Library, School, Ergonomic, and Laboratory

Agency/Business Unit: State of Kansas

Period of Contract: January 01, 2024, through December 31, 2028

Contractor: Galaxie Business Equipment Inc
913 Main St
Winfield, KS 67156-3604

Vendor ID: 0000057372

FEIN: 48-1151006

Contact Person: Nathan French
E-Mail: Nathan@gbeinc.com
Toll Free Telephone: 800.876.3469
Local Telephone: 620.221.3469
Fax: 620.221.2647

Awarded Manufacturer: The HON Company Inc.

Payment Terms: Net 30

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may use a P-Card for purchases from this contract.

Administrative Fee: No Administrative Fee will be assessed against purchases from this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <https://admin.ks.gov/offices/procurement-contracts>

Pricing: See Manufacturer contracts for percentage off MSRP document for discounts.
These lists are separate attachments that can be located under the Manufacturer contracts.

****All contacts are based on a discount percentage off MSRP. Please be aware that selecting the Manufacturer with the highest discount may not always yield the best price. Each agency should be prudent and responsible in their purchases, following guidelines set forth by their agency.****

Links:

Go to the following link below and scroll down to EVT0009371:

<http://admin.ks.gov/offices/procurement-and-contracts/additional-files-for-procurement-contracts/>

Click on one of the links available under the Effective date of January 1, 2024

- 1. Office Furniture Manufacturers:**
List of Manufacturers, contract numbers and contact information
- 2. Office Furniture Dealers:**
List of Manufacturers, contract numbers and contact information
- 3. Manufacturers Dealers and Weblinks:**
List of Manufactures and their authorized dealers, contract numbers and weblinks
- 4. Dealer Region Zone Map:**
Map showing various authorized regions throughout the State of Kansas
- 5. Awarded Categories:**
List of manufacturers and types of furniture they have been awarded
- 6. KCI Waiver Form :**

A waiver **MUST** be obtained by ordering Agency prior to ordering any type of furniture. Dealers and Manufacturers are **REQUIRED** to obtain an approved waiver form from the ordering agency, prior to accepting an order.

Statute K.S.A. 75-5276 requires that state agencies purchase **goods and services, including office furniture**, from Kansas Correctional Industries (KCI). In applying this statute and administering this waiver process, the term office furniture shall mean:

Furniture, at the time product requirement is indicated, that it is intended primarily for use in an office environment (including faculty offices, meeting rooms and conference rooms). KCI's web site and catalogs do not contain all products offered.

Statute K.S.A. 76-769 Exempts all Universities from Statute K.S.A. 75-5276, therefore a waiver form is not required from these entities.

1. Terms and Conditions

1.1. Contract Documents

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a.
- written modifications to the executed contract.
- written contract signed by the parties.
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

1.2. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

1.3. Definitions

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

1.4. Contract Formation

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

1.5. Notices

All notices, demands, requests, approvals, reports, instructions, consents, or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas 66612-1286
RE: Contract Number 55067

or to any other persons or addresses as may be designated by notice from one party to the other.

1.6. Statutes

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

1.7. Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

1.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

1.9. Mandatory Provisions

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

1.10. Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract.
- the Contractor provides substandard quality or workmanship.
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

1.11. Termination for Convenience

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

1.12. Rights and Remedies

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

1.13. Antitrust

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

1.14. Hold Harmless

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property.

1.15. Force Majeure

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

1.16. Breach

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. To this end the contract terms and conditions are severable.

1.17. Assignment

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance, or other transfer by the Contractor without the prior written consent of the State.

1.18. Third Party Beneficiaries

This contract shall not be construed as providing an enforceable right to any third party.

1.19. Waiver

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

1.20. Injunctions

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

1.21. Staff Qualifications

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

1.22. Subcontractors

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

1.23. Independent Contractor

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

1.24. Worker Misclassification

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

1.25. Immigration and Reform Control Act of 1986 (IRCA)

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

1.26. Proof of Insurance

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

1.27. Conflict of Interest

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

1.28. Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

1.29. Confidentiality

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. 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 contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy, or render it unreadable.

1.30. Environmental Protection

The Contractor shall abide by all federal, state, and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

1.31. Care of State Property

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

1.32. Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

1.33. Retention of Records

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records, and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

1.34. Off-Shore Sourcing

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

1.35. On-Site Inspection

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

1.36. Indefinite Quantity Contract

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

1.37. Prices

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity, and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

1.38. Contract Price

Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Procurement and Contracts.

1.39. Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

1.40. Invoices

Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- date of invoice.
- date of shipment (or completion of work).
- purchase order number and contract number.
- itemization of all applicable charges; and
- net amount due.

1.41. Accounts Receivable Set-Off Program

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / set off by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payment's setoff in this manner constitutes lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

1.42. Federal, State and Local Taxes

Unless otherwise specified, the contracted price shall include all applicable federal, state, and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

1.43. Quarterly Reports

The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with Procurement and Contracts Open Records Officer or his/her designee located at 900 SW Jackson, Ste. 451-South, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on Procurement and Contracts website at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

Report Types - Reports shall be available reflecting the following information. Agencies and Procurement and Contracts reserve the right to request additional information.

- Sales Summary -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold, by Agency - Same as above, except sorted by agency.

1.44. Shipping and F.O.B. Point

Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

1.45. Deliveries

All orders shall be shipped within Seven days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Procurement and Contracts of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause.

1.46. Charge Back Clause

If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

1.47. Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

1.48. Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship, or Contractor fault.

1.49. Industry Standards

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.50. Implied Requirements

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

1.51. New Materials, Supplies or Equipment

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

1.52. Inspection

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

1.53. Acceptance

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

1.54. Ownership

All data, forms, procedures, software, manuals, system descriptions and workflows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

1.55. Information/Data

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

1.56. Certification of Materials Submitted

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.57. Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

1.58. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

1.59. Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

1.60. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

2. Specifications

This contract is established to give the State of Kansas multiple options for Furniture in the following categories, (Office, Library, School, Ergonomic & Laboratory) from multiple manufacturers to be used by all State Agencies and Political Subdivisions (Cities, Counties and Municipalities). The contract period would be for a five (5) year period, January 1, 2024, through December 31, 2028.

The State of Kansas has awarded contract(s) directly to Manufacturer's and subsequent dealers of their choosing. Each contractor must be authorized to conduct business with the State of Kansas and possess the experience and personnel resources to provide the products and services described in this contract. The State of Kansas retains the right to request additional information pertaining to the Contractor's ability and qualifications to accomplish all services described in this contract as deemed necessary during the contract award period.

Only responses submitted by product Manufacturers were considered for award of this contract. Contractors must have the capability to provide products and services in accordance with the solicitation documents. Contract orders may be directed to a Manufacturer' representative or to servicing Dealers, which their contact information is provided within this document.

Per Statute K.S.A. 75-5276 requires that state agencies purchase **goods and services, to include but not limited to: office furniture, paint, and janitorial products**, from Kansas Correctional Industries (KCI). In applying this statute and administering this waiver process, the term office furniture shall mean:

Furniture, at the time product requirement is indicated, that is intended primarily for use in an office environment (including faculty offices, meeting rooms and conference rooms). KCI's web site and catalogs do not contain all products offered.

Per the above statute, it is the manufacturer/dealer's responsibility to obtain from ordering

2.1. Pricing:

All prices will be discounted from the most current list posted on the Manufacturer's website. Pricing will be adjusted per the Producer Price Index or Consumer Pricing Index (CPI) and documentation will be provided to the Office of Procurement and Contracts upon request. The discounts provided in this solicitation shall remain firm for the life of the contract.

Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers will be encouraged to seek and negotiate additional price concessions on quantity purchase of any products offered under the Contract.

Discounts shall be based upon the current website pricing at the time of order. It is the responsibility of Manufacturer to ensure that all pricing is current and accurate.

2.2. Product Changes:

New or revised product changes may be considered for addition or deletion to the contract after approval. All requests must include the following:

1. Cost Sheet: Items submitted for addition must include a cost sheet, to show the manufacturer percentage off list price.
2. Current Manufacturer published price.
3. Literature of product or series requested for addition.

2.3. Authorized Servicing Dealers and Manufacturer Representative:

Contractors are required to name a minimum of two (2) different servicing Dealers for the State of Kansas, but not more than one dealer per specified region.

It is the Contractor's responsibility to ensure that all Customers will be given equal representation and service with the approved Dealers. Each Dealer named will be responsible for delivery and installation of products. All servicing Dealers participating in this contract are required to register with the State of Kansas, if they will be receiving orders on behalf of the Manufacturer. This can be done by going to <http://admin.ks.gov/offices/procurement-and-contracts/>, click on bidder registration and follow the instructions.

2.4. Servicing Dealer Changes:

Addition or deletions of servicing Dealers may be requested at any time during the Contract. All requests must include the following:

1. Letter or email information from the Manufacturer requesting addition/deletion of the Dealer(s).
2. Completed Authorized Dealers and Manufacturer Representative Form for Dealer additions.

2.5. Delivery:

1. **Packaging:** Products shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers, and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain the Customer's property.
2. **Delivery Requirements:** All additional charges for freight, delivery, and installation shall be noted on the Cost Sheet. The State of Kansas reserves the right to reject any additional charges not previously agreed upon.

Delivery of all contract items (except for special finish, custom fabric, or customized orders) is required within 30 days from receipt of order containing complete ordering information (contract number, item description, Manufacturer's model number and street delivery address. Any known factors (including vacation period, factory inventory, etc.) that may disrupt the delivery schedule must be clearly presented to the Customer along with the specific information on how orders will be processed during such periods. Delay in delivery beyond the time specified must be justified to the ordering agency, in writing. Furthermore, items not delivered within the required delivery schedule may result in the Contractor being found in default by the department in accordance with contract conditions.

3. **Transportation & Delivery:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) business days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation.

2.6. Installation and Space Planning:

1. **Installation Costs:** Installation charges is listed as a cost per item, percentage of net cost, cost per hour, or negotiable per project on the Cost sheet. Installing agent shall be responsible for receipt, inspection, and assembly of items at the location listed on the purchase order.
2. **Installation:** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the

Installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound.

Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damage or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition.

Contractor shall perform installation work to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3. **Space Planning/Design Fees:** Space planning fees for furniture is listed as an hourly fee, percentage of price fee or negotiable per project on the Cost Sheet. Customer shall approve space planning or design fees in writing prior to any services being performed by the Contractor or servicing Dealer.
4. **Conformance to Code:** The installing Dealer shall be responsible for verifying furniture space plan/configuration fits the given space and all aisles and openings and doors meet the local fire and safety codes and are in conformance with ADA regulations.

2.7. Americans with Disabilities Act:

Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

2.8. Literature:

Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc. at no cost to the Customer.

2.9. Risk of Loss:

Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall record any evidence any visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report.

When a Customer rejects a product, Contractor shall remove it from the premises within ten (10) business days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non- conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property.

2.10.**Eligible Products:**

All products offered under this Contract shall be new and unused and in current production. Remanufactured or refurbished products are not part of this offering. No series shall be considered for award under this Contract if already awarded or in conflict with another State of Kansas Contract.

The State of Kansas will link the Manufacturer's web page and Cost Sheet to the contract site: www.ks.gov/purch/contracts/ for the life of the contract.

Each Manufacturer's Web Page should include the following information:

1. Ordering instructions
2. Authorized Servicing Dealers & Manufacturer Representative
3. Commercial Price Book, PDF, or HTML
4. Environmental Information
5. Recycled Content Information
6. Additional links may be included to access additional product literature, the Contractor's home page, or any other pertinent information

2.12.**Requirements of Contractor:**

1. Printed paper copies of this contract will not be automatically distributed to Contractors or users.
2. Contractors can view their current contract through the State Purchasing website at www.ks.gov/purch/contracts/.
3. Color brochures and fabric/finish cards must be provided to all users upon request.
4. All price lists and literature will be provided at no charge to the State of Kansas or Customers.

2.13.**Warranty:**

All equipment including material used therein shall be warranted by the Contractor against mechanical, electrical and workmanship defects. In the event defects become evident within the warranty period, the Contractor shall either repair or replace the defective parts and materials at no additional cost to the Customer. The Contractor shall be liable to the Customer for supply of information and material necessary for mandatory revisions determined by the Manufacturer at no additional cost to the Customer for the duration of the warranty period.

The duration of this full parts warranty period shall be at least five (5) years (except for fabric and pneumatic cylinders, which shall be warranted for a minimum of one (1) year), or the Manufacturer's standard warranty period, whichever is longer. The warranty period shall start with the date of equipment acceptance and shall be extended to include times during which the equipment is out of service for warranty repair. The warranty shall apply to all equipment provided under this contract.

2.14.**Insurance, Worker's Compensation:**

The Contractor shall take out and maintain during the life of this agreement, Worker's Compensation Insurance for all his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Such insurance shall comply fully with the State of Kansas Worker's Compensation Law. In case any class of employees engage in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each sub- contractor to provide adequate insurance, satisfactory to the Customer, for the protection of his employees not otherwise protected.

The Contractor shall take out and maintain during the life of this agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance that will protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be the minimum limits as follows:

Contractor's Comprehensive General Liability Coverage

Bodily Injury and Property Damage:

-\$300,000.00 each occurrence, Combined Single Limit

Automobile Liability Coverage

Bodily Injury & Property Damage:

-100,000.00 each occurrence, Combined Single Limit

Insuring clause for both Bodily Injury and Property Damage shall be amended to provide coverage on an occurrence basis.

3. Furniture Requirements:

3.1. TABLES – CONFERENCE, TRAINING & PUBLIC WORK AREA

Mandatory Minimum Requirements:

- All products must meet ANSI/BIFMA X5.5-2008 Desks/Table Products Tests.
- All products shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- Desks and tables shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- Manufacturer/Dealer must provide standard trim for all exposed ends, junctions, corners, or changes in height.
- All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

Laminate Conference Tables: Tops to be a minimum of 1-1/4" thick particle board (45 lbs. density or better) covered and self-edged with high pressure laminate. Slab bases to be 2" thick and constructed same as the tops. Standard laminate finishes acceptable.

Wood Veneer Conference Tables: Tops to be a minimum of 1-1/4" thick, bases to be 2" thick and constructed same as the tops.

Adjustable Height Work Surfaces: Must provide adjustable heights for children and adults, printer cable, power cord, wire pass through slots, and wire management system.

Folding Tables: Tops to be a minimum of 3/4" high density (45 lbs. or better) solid core, and to be surfaced with .022" (or thicker) high pressure laminate. Standard top and frame finishes are acceptable. Shall include Manufacturers standard five (5) year warranty.

Computer Training Tables: Must provide fixed and adjustable heights for both children and adults, printer cable, power cord, wire pass through slots, wire management system, and Keyboard tray.

CRT Data Station Tables: All products shall be covered by a one (1) year or longer Manufacturer's warranty. Price quoted must include as a minimum selectivity of oak and/or walnut plastic laminate surfaces and black or putty enamel metal parts

3.2. DESKS AND SYSTEMS FURNITURE

Mandatory Minimum Requirements:

- All products must meet ANSI/BIFMA X5.5-2008 Desks Products Tests.
- All products shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- Desks shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- Manufacturer/Dealer must provide standard trim for all exposed ends, junctions, corners, or changes in height.
- All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

All secretarial units shall have:

- At least a five-unit secretarial stationery tray included.
- All desks shall have a center drawer with center locking mechanisms to lock all drawers (extensions accepted).
- Desks may be ordered without center drawers, but cost will not exceed the price for desks with center drawers.
- File drawers shall be furnished with compressor follower block.
- One sliding reference shelf to be furnished with each desk.
- All desks and return units with cabinets, including credenzas, must be delivered preassembled with legs installed.
- All proposed Desk Series must have available matching or compatible companion units such as tables and credenzas.
- Legs and drawer hardware shall be Manufacturer's standard chrome finish for the series proposed.
- Bidder must indicate product series of companion units and provide a price list for all components available within that series.

3.3. BOOKCASES

Mandatory Minimum Requirements:

- All products must meet ANSI/BIFMA X5.9-2004 Storage Units Tests.
- All products shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- Bookcases shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

3.4

FILES AND STORAGE

Mandatory Minimum Requirements:

- All products must meet ANSI/BIFMA X5.9-2004 Storage Units Tests.
- All products shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- Files and Storage shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

3.4.1. Lateral File Requirements:

1. **General:** The lateral filing cabinets shall be of a single depth to accommodate filing legal or letter size materials laterally (side-by-side) and front to back in the same cabinet, with optional accessories. The lateral steel file cabinets described herein must be standard and continuing items in the Manufacturer's product line and shall be identified by regular catalog number from the published catalog.
2. **Materials:** All materials used shall be free from defects that affect serviceability or appearance of the finished product.
 - a. **Steel:** Steel sheets used in fabrication of the file cabinets shall be commercial quality. All steel shall be smooth, free from rust, scale, pits, scratches, laps and buckles affecting strength.
 - b. **Finish:** Final finish for the cabinet, drawers and drawer surfaces shall be baked enamel or powder coat. Colors and application shall be in accordance with the Manufacturer's own specifications.
 - c. **Construction:** All welding and mechanical attachments shall provide rigidity to the completely assembled unit to prevent misalignment, sagging, binding of parts or other damage to cause interference with operation of drawers and suspension, lock mechanism and other moving parts, when loaded and tested as specified herein. Any exterior welds shall be smooth; interior welds shall be finished to eliminate sharp edges or rough surfaces that might cause personal injury.
 - d. **Drawers and Shelves:** File drawers shall be a solid, fixed front type, with double wall construction at least 2" in height of drawer front. Shelf shall be a roll-out type with receding doors. Drawers and shelves options shall provide for filing letter and legal-size materials laterally (side-by-side) and front to back, in a variety of methods; provisions for hanging file folders may be integral with the drawer and shelf design or may be a separate attachment. Drawers and shelves shall also be separate attachments. Drawers and shelves shall also be designed to hold vertical dividers (inserts) on not less than two-inch (2") centers across the full compartment width. When called for, no less than three (3) dividers shall be furnished with each compartment. Drawers and shelves shall fit squarely in their openings. The ends shall be formed and finished to eliminate roughness and sharp edges which affect serviceability or appearance, or which might cause personal injury.

- e. **Suspension:** Drawer and roll-out shelf suspension system shall be of the progressive type with free rolling rollers, balls or fixed journal rollers of the ball bearing or roller bearing type shall be factory lubricated and shall travel easily, quietly, and smoothly. Suspension shall allow a filing compartment to extend outward until the compartment back is out of the cabinet, but not more than 1-1/4 inches.

Suspension members, including case channels, shall be finished following the best commercial standards for proper protection and durability. Suspension shall not cause binding when opening or closing drawers or shelves. Suspension system supporting each drawer or shelf shall assure smooth and easy operation of the drawer or shelf.

- f. **Operation:** Extension of the drawers or shelves may be manual or automatic (door actuated). Drawers in the closed position shall remain closed (no creeping open).
- g. **Locking Device:** Locks shall be supplied as an option and, when requested, shall be of a tumbler type or approved equivalent. The lock shall secure all filing compartments and/or doors simultaneously (gang lock). NO less than 150 different key changes shall be offered. Master key option must be available. Duplicate keys shall be furnished with each locking cabinet.
- h. **Safety Interlock:** All cabinets shall be provided with a positive mechanical interlock mechanism. The mechanism shall be such that under the condition where one compartment is extended beyond the fully closed position, no other compartment in the cabinet can be extended more than 1 1/2 inches beyond the face of the cabinet.
- i. **Out Stops and Bumpers:** The cabinet shall have out stoppers to prevent drawers or shelves from falling out of the cabinet when they are fully extended and in-stops or bumpers to prevent metal-to-metal contact between the rear of the drawers, shelves, suspension, and tracks and the back of the cabinet case. Bumpers shall be rubber composition or other resilient material and shall be installed in a manner to withstand a normal rebound without damage.
- j. **Glides:** A minimum of 4 leveling glides shall be provided. The base of the glide shall be not less than 0.75" dia. And shall have a corrosion-resistant finish or plastic surface that is smooth so as not to scratch floor surfaces.
- k. **Bolts, Nuts, Screws and Accessories:** The bolts, nuts, screws, and accessories shall be made to resist rust by electro-galvanizing or by zinc, chromium, or cadmium plating, as commercially produced by Manufacturers of these items unless otherwise specified herein.

3.4.2. Vertical File Requirements:

1. **General:** cabinets offered shall accommodate legal and letter size materials, with optional accessories. All filing cabinets shall meet the requirements as detailed herein. Vertical steel file cabinets described herein must be standard and continuing items in the Manufacturer's product line and shall be identified by regular catalog numbers from his published catalog.
2. **Materials:** All materials used shall be free from defects that affect serviceability or appearance of the finished product.
 - a. **Steel:** Steel sheets used in the fabrication of the file cabinets shall be commercial quality. All steel shall be smooth, free from rust, scale, pits, scratches, laps, and buckles affecting strength.
 - b. **Finish:** Final finish for the cabinet, drawer and drawer surfaces shall be baked enamel or powder coat. Colors and application shall be in accordance with the Manufacturer's own specifications.
 - c. **Construction:** All welding and mechanical attachments shall provide rigidity to the completely assembled unit to prevent misalignment, sagging, binding of parts or other damage to cause interference with the operation of drawers and suspension, lock mechanism and other moving parts, when loaded and tested as specified herein. Any exterior welds shall be smooth, interior welds shall be finished to eliminate sharp edges or rough surfaces that might cause personal injury.
 - d. **Cabinet Case:** The cabinet case shall consist of front, top, sides, back and bottom. The sides, top and back of the cabinet case shall have smooth even surfaces and shall be without holes or indentions except for scored knockouts. There shall be not less than 6 interior vertical reinforcing members. One reinforcing member shall be located approximately in each corner and one centered on each side. The cabinet case shall be rigidly formed, sufficiently braced, reinforced, and welded in order to withstand heavy usage, without warping, twisting or distortion enough to impair the operation of the drawers or cause defects which might affect serviceability of any part of the cabinet.
 - e. **Cabinet Case Metal Gauges:** Minimum thickness of metal components for cabinet case shall be as follows:

Top	20 Gauge
Sides	22 Gauge
Back	24 Gauge
Bottom	24 Gauge
Interior Vertical	20 Gauge
Interior Horizontal	20 Gauge
 - f. **Drawers:** Drawer front shall be of double wall construction at least 2" in height. The inside drawer front shall be metal. The drawer assembly shall result in a drawer that is properly aligned. The drawer front shall fit squarely into the drawer opening. Each drawer shall have a handhold with beaded or rounded grip in the rear of drawer for drawer removal.

- g. **Drawer Dimensions:** Minimum inside drawer dimensions (clear net filing space with follower block in most rearward position) shall be as follows:

	Height Min. Inches	Width Min. Inches	Depth Min. Inches
Drawer Legal Size	10.25	15.25	26.26
Drawer Letter Size	10.25	12.25	26.25

Inside drawer height shall be measured from clear drawer bottom to bottom of clear drawer opening for the full width and depth of drawer. Inside depth shall be measured from the inside drawer front to front of the follower block in its most rearward position.

- h. **Drawer Metal Gauges:** Minimum thickness of metal components of drawer shall be as follows:

Outside Front	22 Gauge
Inside Front	24 Gauge
Body and Back	26 Gauge

- i. **Drawer Suspension:** Drawer suspension system shall be of the progressive type with free rolling rollers, balls or fixed journal rollers of the ball bearing or roller bearing type, and shall travel easily, quietly, and smoothly. There shall be a minimum of six main bearing rollers supporting the drawer. When only free rollers or free rolling balls are used, there shall be no less than a total of ten in supporting the drawer. Suspension members, including case channels, shall be finished following the best commercial standards for people, protection, and durability. Suspension slide members shall be 16 gauge minimum with 18-gauge minimum cross members. Suspension system supporting each drawer shall assure smooth and easy operation of the drawer and withstand the test requirements specified herein.
- j. **Follower-Block:** One follower-block shall be furnished with each file drawer. The follower-block shall be the friction locking type or shall be held in place by engaging slots or formations in the drawer sides. The follower-block shall be held securely in a right-angle position to the drawer sides at any point of required travel. The follower-block shall not be movable rearward until activated by a safety device on the plate. Minimum thickness of the follower-block plate shall be 22 gauge.
- k. **Stoppers:** All drawers shall be provided with a stop which will prevent the drawer from hitting the back of the cabinet on the inward movement and with a positive stop which will prevent the drawer from falling out when fully extended. The stops encountered on the inward movement shall be equipped with bumpers of rubber or other comparable material. The stops shall prevent the unintentional removal of drawers, but the drawers shall be easily disengaging from the tops and removed from the cabinet when desired, without the need of tools.

- I. Locking Device:** Locks shall be supplied as an option, and when requested, shall be a tumbler type or approved equivalent. The locking mechanism shall be a positive mechanical mechanism operated by a chrome plated plunger type lock. Plunge springs out when unlocked with the key and locked by pushing the plunger in until it catches. The locking mechanism shall secure all file drawers simultaneously (gang lock) and shall be so constructed that the drawers left open may be closed and positively locked after the cabinet is locked, without distorting the locking mechanism. Locks shall have not less than 150 key changes. Duplicate keys shall be furnished with each lock.
- m. Drawer Latch:** Drawer shall have a positive acting spring latch mechanism capable of holding loaded drawer closed at any tilt angle. The latch release button shall have free movement only in the horizontal plane parallel to the drawer front. The release button shall fit snugly to the drawer front and shall be located convenient to drawer pull so that one-hand operation will simultaneously release the latch and permit the drawer to be opened.
- n. Operation:** Drawers shall open and close smoothly and when in the closed position shall remain closed (no creeping open).

3.5.

LABORATORY FURNITURE**Mandatory Minimum Requirements:**

- All products offered must meet ANSI/BIFMA Testing as applicable.
- All products shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- All items shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

Laboratory Seating: This category is for adjustable height lab stools and chairs. All products shall have footrests and pneumatic seat height adjustments provided as standard. Products shall have a ten-year qualified guarantee on structural material and workmanship, and a 5-year qualified guarantee on upholstery material. Product shall meet all BIFMA/ANSI standards were applicable.

Science Tables: Table frames should be made of wood, stainless or power coated steel, come standard with leveling feet and have the option to upgrade to lock casters for mobility.

Microscope Tables/Work Surfaces: Basic table work surfaces should be made of Epoxy Resin, Phenolic Resin, or Chemical Resistant Laminate. Each work surface must be upgradable with Leveling Casters or Anti Vibration Feet, Lab Grade Drawers & Cabinets, Under Mount Keyboard Trays and be available in adjustable heights.

Laboratory Islands: Basic Island work surfaces should be made of Epoxy Resin, Phenolic Resin, Chemical Resistant Laminate, or a Carbon Core Laminate. Each work surface must be upgradable with components for a wet lab environment, needing lab grade sinks, lab drying racks, and chemical resistant work surfaces; Mobile Lab Islands for Classroom Environments and Island built for Specific Lab Instrumentation.

Stainless Steel Utility Carts: Must be stainless steel, with sound deadening panels under shelves, to restrict vibration and noise. Must have bumpers on the legs and handles to protect walls and furniture and must be able to be cleaned and sanitized easily.

3.6. LIBRARY AND MULTI-MEDIA DISPLAY AND STORAGE

Mandatory Minimum Requirements:

- All products offered must meet ANSI/BIFMA Testing as applicable.
- All products shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- All items shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

3.7. ERGONOMIC FURNITURE AND ACCESSORIES

Because of the significant difference between individuals in the workforce, it is important to ensure correct design with respect to the layout and dimension of computer workstations. To decrease injury risk exposure and ultimately prevent injuries while continuing to support improvements in efficiency in an office computer workstation environment, the below specifications should be followed when bidding ergonomic computer furniture and accessories for an office computer workstation environment.

3.7.1. **Postures**

To maintain comfort and increase productivity, computer users should frequently change postures. Four reference postures at a computer workstation are:

- 1. Upright sitting:** Allows for vertical position of 90 and 105 degrees of the upper torso with thighs near horizontal and lower legs vertical
- 2. Reclined sitting:** Allows for a recline of the user's torso and neck to be between 105 and 120 degrees
- 3. Declined sitting:** Allows for the user's thigh position to be angled downward with the hips above the knees, with the upper torso vertical or slightly reclined with an angle of greater than 90 degrees between the torso and thighs
- 4. Standing:** Allows for the knees, hips, torso, and neck to be in line vertically

Computer workstation design should allow for use of all four reference postures, allowing for users to alternate between both seated and standing postures. All furniture manufacturers should be able to provide adjustable furniture which allows for seated and standing postures that meets the below criteria.

3.7.2. Clearances

The below criteria should be followed in workstation design to allow for adequate clearance for a user's feet and legs under the work surface.

1. For seated workstations, the below should be applied:
 - a. Work surface thickness should be no more than 1.5"; incorporation of drawers beneath the work surface for storage (i.e., pencil drawers, file drawers) should be properly located to avoid interference with the legs when users move around through various work surfaces.
 - b. Seated workstations should provide adequate clearance for feet and legs with no obstructions and should allow users to adjust through seated reference postures. Movement away from the designated computer workstation to an adjacent workstation (such as a return in an L-shaped or U-shaped workstation) to the right or left should be accounted for and all obstructions removed.
 - c. Clearance in work surface depth at foot level should be at least 23.5" under the work surface (front to back) to allow sufficient room for the feet and legs under the desk. Additional clearance may be needed to allow for further extension of the legs at the knee.
2. For standing only workstations, the below should be applied:
 - a. Clearance under the work surface for foot height should be at least 4.5"
 - b. Clearance under the work surface for foot depth should be at least 5"
 - c. Width clearance under the work surface at foot level should be at least 20"

3.7.3. Working Height & Width

Height of input devices should be adequately adjustable to allow for proper placement for the user.

1. Generally, the surface height should be as follows:
 - a. Work surfaces should be adjustable in height and allow for a user's elbow postures of approximately 90 degrees.
 - b. When height adjustability is not feasible, the height for a fixed work surface for seated work only should be in the range of 28.5" – 31"
 - c. Work surface height for seated only workstations should be adjustable from 22" – 31"
 - d. Work surface height for standing only workstations should be adjustable from 36" – 46.5"
 - e. Work surface height allowing for both sitting and standing should be adjustable from 22" – 46.5"

2. All work surfaces should provide adequate clearance for the legs and not impact the top of the thighs (refer to the above section on clearances)
3. Sufficient space on top of the work surface should be provided to allow for multiple input devices (both keyboard and mouse, tablet, etc.), computer monitors, telephone, and other equipment
4. The horizontal space on top of the work surface which provides adequate width for computer input devices, writing materials, etc. should be at least 40" – 45"
5. The platform or surface of an articulating arm keyboard tray should be at least 26" wide (27.6" or more is ideal) to allow for sufficient keyboard and mouse space. These platforms should be adjustable in height and range in height from 7" below the desk to 6" above the desk. Bi-level adjustable desk platforms as part of the overall desk design are sufficient if these meet the necessary specifications.

***Platforms which do not adjust to meet these specifications are unacceptable

6. The below section on work surface dimensions further specifies actual work surface dimensions to be incorporated in furniture design
7. Height adjustable work surfaces should provide visual specifications marking the adjustment for height and tilt
8. Work surface edges should be rounded (radius of at least 0.1") and have a non-reflective surface

3.7.4. CHAIRS

1. Chairs should meet the below criteria and allow users to adjust from at least two of the three seated reference postures as mentioned above.
 - a. Adjustable seat height
 - b. Height adjustable back rest (bendable or flexible back support in response to movement may suffice)
 - c. Adjustable seat pan tilt (whether adjustable by a lever, knob or by adjustments through body weight)
 - d. Adjustable back rest tilt (whether adjustable by a lever, knob or by adjustments through body weight)
 - e. Tension adjustment with seat lock or stop
 - f. Adjustable seat depth
 - g. Waterfall or rounded front edge
 - h. Armrests (if provided) must provide sufficient clearance under the workstation and are not to interfere with the use of any of the four reference postures
 - i. Overall chairs should allow for dynamic or floating postural changes and movements to allow for adjustment between seated reference postures.

Flexible seat materials which bend along with user movements are also acceptable.

2. Chairs dimensions should meet the below criteria.

- a.** Seat heights should range from 15" – 22"
- b.** Seat depth should range from 15" – 21"
- c.** Seat width should be at least 17.7"
- d.** Seat pan tilt should be adjustable by the user in the range of at least 4 degrees
- e.** Seat back angle should be adjustable from 90 – 120 degrees; angles beyond 120 degrees require a user adjustable headrest
- f.** Width of the backrest should be at least 14.2"
- g.** Top of the backrest height should be at least 17.7" above seat height
- h.** Backrest height adjustment should be user adjustable between 6" – 10" above seat height
- i.** Armrests should adjust in height and width and be detachable.
- j.** Armrests should adjust from at least 6.7" to 10.6" above the seat height and width clearance of armrests should be adjustable from 13.5" to at least 18".
- k.** Arm rests should pivot and/or slide to allow for both wider and narrower user shoulder breadths.

Users should be properly educated on the available chair adjustments, how they are used as well as why they are beneficial. Simply dropping off a chair user's guide is insufficient.

3.7.5. MONITOR

Monitor adjustment is important in accommodating each individual user's line of sight. Monitor arms are commonly used to allow easy adjustment of height, tilt, angle, and distance. Monitor arms are recommended as part of overall computer workstation design to allow for proper user placement.

- 1. Monitor adjustments or monitor arms should allow for the following adjustments when incorporated.**
 - a.** Monitor arms to be used for sitting only workstations should be adjustable between 27.5" – 32.8". Additional adjustment may be needed for users with prescription lenses
 - b.** For users with normal visual capabilities, monitors should be adjustable between 15.7" – 39.4" from the user's eyes.

3.7.6. **WORK SURFACE DIMENSIONS**

Work surfaces dimensions will need to vary from one user to another and in addition, the space and dimensions within the office will also play a role in dimensions of a workstation. However, aesthetics should not compromise human factors, biomechanics, or comfort. Criteria for standard workstation dimensions are listed below.

1. Overall computer work surface dimensions are recommended to be at least 24" x 48".
 - a. If a 24" depth is used, an articulating arm keyboard platform is recommended as 24" is not an adequate depth to hold all components of a computer and provide the visual distance needed
 - b. If a keyboard tray is not used, the work surface depth should be 30" where computer work is performed
2. Adjacent sections of the desk (i.e., L-shaped, or U-shaped desks) should be at least 24" x 72".
 - a. If 24" x 60" is preferred due to room dimensions and limitations, storage drawers under that desk surface should be eliminated to avoid leg obstructions.

4. Contractual Provisions Attachment

DA-146a Rev. 07/19

4.1. Important

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract, and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 13th day of November 2023.

4.2. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in 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 contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

4.3. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

4.4. Termination Due to Lack of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State 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 in this contract, 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 State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year; plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4.5. Disclaimer of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

4.6. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting

state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

4.7. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

4.8. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

4.9. Representative's Authority to Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

4.10. Responsibility for Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this contract.

4.11. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them 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.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

4.12. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

4.13. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

4.14. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

CONTRACT

FOR

PURCHASE

(New Chairs and Tables for New Public Works Facility)

This Contract is entered into this 21st day of October, 2025, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called “City”) and Galaxie Business Equipment Inc., whose principal office is at 913 Main Street, Winfield, Kansas, 67156, Telephone Number (620) 221-3469, (hereinafter called “Vendor”).

WHEREAS, a new public works facility is being constructed and office equipment is needed; and

WHEREAS, the State of Kansas entered into Contract #55067 with Galaxie Business Equipment Inc for the provision of Equipment, Products, or Services as stated in (hereinafter called “State of Kansas Contract”); and

WHEREAS, City, as a political subdivision of the State of Kansas, is permitted to utilize rates and terms from the State of Kansas Contract; and

WHEREAS, pursuant to the State of Kansas Contract, City and Vendor are also permitted to negotiate additional terms, provided such negotiated additional terms and conditions are not less favorable to City than what is contained in the State of Kansas Contract; and

WHEREAS, City and Vendor desire to state the terms and conditions under which Vendor will provide said goods and services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. Vendor shall provide new chairs and tables as described and quoted in Exhibit A. All equipment shall be delivered at the Vendor’s expense to the requested City job site within 60 days from the time of ordering. Any extension of the delivery date is within the City’s sole discretion. Failure of the Vendor to timely deliver the equipment shall allow City to cancel the contract without payment or penalty.

The Vendor warrants the equipment as described in Exhibit B, beginning on the date that the equipment is delivered to the City and accepted as conforming goods by City staff. To the extent assignable, Vendor assigns to City all warranties made by manufacturers and suppliers.

The parties agree that the additional information in Exhibit A (Vendor Quote, 3 pages) and Exhibit B (Warranty Information, 1 page) are incorporated herein. The parties further agree that all provisions of Exhibits C (5 pages) and Exhibit D (2 pages) are effective between them and govern this Contract.

Performance shall be executed pursuant to the terms and conditions established in the State of Kansas Contract and this Agreement. In the event of any conflict between the terms, the terms of this Agreement shall govern, provided such terms are not less favorable to City than what is contained in the State of Kansas Contract in Exhibit E and incorporated herein (State of Kansas Contract, 30 pages.) City is not obligated to purchase any specific minimum amount of goods and services under this Agreement.

- 2. Compensation. City agrees to pay Vendor \$17,533.18 for the delivery, equipment, and any installation or supervision as described and quoted in Exhibit A. The Contract price is approved by the Governing Body on October 21, 2025.
- 3. Incorporation of Documents. Exhibit C (Bel Aire’s Mandatory Terms and Conditions Attachment) and Exhibit D (Bel Aire’s Mandatory Independent Contractor Addendum) are attached hereto and are incorporated into this Contract as essential terms.
- 4. Entire Agreement. This Contract and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.
- 5. Severability Clause. In the event that any provision of this Contract is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 21st day of October, 2025.

SIGNED by the Mayor on the _____ day of October, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

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 October, 2025.

GALAXIE BUSINESS EQUIPMENT INC.

(Authorized Signature: Name, Title)
Nathan French, Chief Executive Officer

(Exhibits A, B, C, D and E are attached.)

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EXHIBIT A (VENDOR QUOTE & DESCRIPTION)



City of Bel Aire - Public Works

Sales Rep:
Samuel French
samuelf@gbeinc.com

Designer:
Caitlin French
caitlinf@gbeinc.com

	1	8 HCT1MM	HON Mesh Mid-Back Task Chair	\$299.88	\$2,399.04
			Select Control Type .Y1 SimpleSynchro-Tilt w/SeatSlide		
			Select Arm Type .A Height and WidthAdjustable Arm		
			Select Caster Option .H Hard Casters		
			Select Back Mesh .M Black Mesh Back		
			Select Seat Upholstery \$(1) Grade 1 Uph		
			Grade 1 Fab .UR Contourett		
			Contourett 10 Black		
			Select Lumbar .AL Adjustable Lumbar		
			Select Base Type .SB Standard Base		
			Select Frame .T Black Frame Color		
	2	2 HTLS42	Preside 42" Square Shaped LaminateTop	\$311.15	\$622.30
			Edge Option .G 2MM/Flat		
			Select Edge Finish KI Kingswood Walnut		
			Select Grommet .N No Grommets		
			Select Laminate \$(L1STD) Grd L1 Standard Laminates		
			Select Grade 1 Laminate Finish .LKI1 Kingswood Walnut		
	3	2 HTXLEG	Preside Aluminum X-Leg	\$327.81	\$655.62
			Select Paint \$(P1) P1 Paint Opts		
			Select Grade 1 Paint .S Charcoal		
	4	2 HMS1	Motivate High Density Stacker-Sled Base-Set/4	\$584.08	\$1,168.16
			Select Arm Type .N No Arm		
			Select Shell Color .LA Lava		
			Select Frame Color .CBK Charblack		
	5	1 HMSFLTGLD	Motivate Felt Glides for HD Stacker/Box 48	\$115.64	\$115.64
	6	4 HMG3	Motivate Four Leg Counter Height Stool	\$284.20	\$1,136.80
			Select Arm Type .N No Arm		
			Select Caster Option .F Felt Glide		
			Select Shell Color .LA Lava		
			Select Frame Color .CBK Charblack		

	7	8 HSCASTER	Set of 5 Soft Casters		\$38.22	\$305.76
	8	2 HCT1MM	HON Mesh Mid-Back Task Chair		\$299.88	\$599.76
		Select Control Type	.Y1 SimpleSynchro-Tilt w/SeatSlide			
		Select Arm Type	.A Height and WidthAdjustable Arm			
		Select Caster Option	.H Hard Casters			
		Select Back Mesh	.M Black Mesh Back			
		Select Seat Upholstery	\$(1) Grade 1 Uph			
		Grade 1 Fab	.UR Contourett			
		Contourett	10 Black			
		Select Lumbar	.AL Adjustable Lumbar			
		Select Base Type	.SB Standard Base			
		Select Frame	.T Black Frame Color			
	9	2 HSCASTER	Set of 5 Soft Casters		\$38.22	\$76.44
	10	4 HIGS6	Ignition Guest/Multi-Purpose Chair Four-Leg Stacking		\$328.30	\$1,313.20
		Select Arm Type	.F Fixed			
		Select Caster/Glide Option	.E Nylon Glide			
		Select Back	.OS Charcoal ReActiv			
		Select Upholstery	\$(1) Grade 1 Uph			
		Grade 1 Fab	.UR Contourett			
		Contourett	10 Black			
		Select Frame Color	.CBK Charblack			
	11	6 HMVR-2460G-N	Motivate Table Rect 24Dx60W 2mm Edge Nesting Base		\$832.51	\$4,995.06
		Select Grommet Location	.G 3" Round Grommet			
		Select Grade	\$(L1STD) Grd L1 Standard Laminates			
		Select Grade 1 Laminate Finish	.LKI1 Kingswood Walnut			
		Select Edge Color	.KI Kingswood Walnut			
		Select Caster/Glide Option	.C Caster			
		Select Paint Grade	\$(P1) P1 Paint Opts			
		Select Grade 1 Paint	.S Charcoal			
	12	12 HIGS6	Ignition Guest/Multi-Purpose Chair Four-Leg Stacking		\$345.45	\$4,145.40
		Select Arm Type	.F Fixed			
		Select Caster/Glide Option	.S All Surface Caster			
		Select Back	.OS Charcoal ReActiv			
		Select Upholstery	\$(1) Grade 1 Uph			
		Grade 1 Fab	.UR Contourett			
		Contourett	10 Black			
		Select Frame Color	.CBK Charblack			

TOTAL: \$ 17,533.18

EXHIBIT B (WARRANTY INFORMATION)



HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you’re making an investment in your future. We’re proud to play a part in that future, and you can trust us to do our best for as long as you need us. The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON shall repair or replace with comparable product (at HON’s discretion), free of charge.

WHAT’S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by the HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON’s Full 12-Year, Full 10-Year, and Full 5-Year Warranties (from date of purchase).

HON’S FULL 12-YEAR WARRANTY

- Electrical components (LED task lights, lamps and ballasts are not covered)
- Seating ilira®-stretch
- Seating controls
- Pneumatic cylinders
- Wood seating
- Accessories
- Laminate surfaces
- Veneer Surfaces

HON’S FULL 10-YEAR WARRANTY

- Soothe Patient Recliner Mechanism
- Signal seating upholstery fabric

HON’S FULL 5-YEAR WARRANTY

- All LED task lights
- Panel and seating textiles
- Electric Height Adjustable Table Bases (Including Memory Control)
- Directional Desktop Sit-to-Stand Risers
- Soothe Patient Recliner Central Lock Mechanism
- Soothe Patient Recliner Pivoting Arm

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

EXHIBIT C**CITY OF BEL AIRE, KANSAS
MANDATORY TERMS AND CONDITIONS**

The attached Purchase Order/Quotation, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Contractor/Consultant/Vendor named on the Purchase Order/Quotation.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted, such acceptance to occur upon delivery, as conforming goods or services by an authorized City official, the City will approve payment to the Contractor net thirty (30) days from the date of Contractor's undisputed invoice, of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor will refund the same if included in the price paid. The City's exemption certificate will be furnished to Contractor.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Contractor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and Contractor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute

requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.). Contractor agrees to indemnify, hold harmless and defend City against any third party claims for personal injury, death or tangible property damage resulting from Contractor's negligence, reduced to the extent of any other party's negligence, provided Contractor is provided reasonable notice regarding such claim and has the sole right to select and direct counsel and settle the claim; City shall consent to the settlement, such consent shall not be unreasonably withheld, delayed, or conditioned.
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. Subject to the limitations herein, the Contractor shall bear the risk of loss to any person or property over which it has authority or control, however exercised. Contractor shall maintain the following insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$1,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Contractor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City, such consent shall not be unreasonably withheld, delayed, or conditioned.
14. This Contract is intended solely for the benefit of the City and the Contractor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Either Contractor or City shall be in default of this Contract in the event that either Contractor or City (i) applies for or consents to the appointment of a receiver, trustee or

liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by either Contractor or City for the purpose of accomplishing any of the above actions.

16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence; is a result of a force majeure event, or is mutually approved between the Contractor and City. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.
18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. Neither Contractor or City shall be liable for damages caused by delay in performance and the remedies of the parties set forth in this agreement are exclusive. The parties agree that neither party shall be subject to incidental, consequential, or punitive damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.
20. 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) Contractors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor 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.

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EXHIBIT D**CITY OF BEL AIRE, KANSAS
MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. The parties agree Contractor/Consultant/Vendor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and

complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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Budget Report

Group Summary

For Fiscal: 2025 Period Ending: 09/30/2025

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	9,111,754.00	9,111,754.00	-2,258,205.41	7,897,586.74	-1,214,167.26	13.33%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 000 - GENERAL Surplus (Deficit):	9,111,754.00	9,111,754.00	-2,258,205.41	7,897,586.74	-1,214,167.26	13.33%
Department: 100 - ADMINISTRATION						
50 - EXPENSES - PERSONNEL	1,188,818.00	1,188,818.00	98,103.13	915,042.23	273,775.77	23.03%
60 - EXPENSES - COMMODITIES	137,600.00	137,600.00	6,862.27	80,704.73	56,895.27	41.35%
70 - EXPENSES - CONTRACTUAL	304,850.00	304,850.00	124,014.81	767,009.97	-462,159.97	-151.60%
80 - EXPENSES - CAPITAL PROJECTS	10,001.00	10,001.00	0.00	0.00	10,001.00	100.00%
Department: 100 - ADMINISTRATION Total:	1,641,269.00	1,641,269.00	228,980.21	1,762,756.93	-121,487.93	-7.40%
Department: 120 - POLICE						
50 - EXPENSES - PERSONNEL	1,850,225.00	1,850,225.00	137,247.19	1,317,035.21	533,189.79	28.82%
60 - EXPENSES - COMMODITIES	177,800.00	177,800.00	11,905.87	102,390.22	75,409.78	42.41%
70 - EXPENSES - CONTRACTUAL	235,600.00	235,600.00	8,970.34	198,560.26	37,039.74	15.72%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	7,830.73	-7,830.73	0.00%
Department: 120 - POLICE Total:	2,263,625.00	2,263,625.00	158,123.40	1,625,816.42	637,808.58	28.18%
Department: 130 - RECREATION						
50 - EXPENSES - PERSONNEL	423,875.00	423,875.00	27,125.63	329,076.82	94,798.18	22.36%
60 - EXPENSES - COMMODITIES	99,200.00	99,200.00	4,198.57	65,899.13	33,300.87	33.57%
70 - EXPENSES - CONTRACTUAL	92,050.00	92,050.00	6,594.05	75,176.84	16,873.16	18.33%
80 - EXPENSES - CAPITAL PROJECTS	60,000.00	60,000.00	0.00	4,273.00	55,727.00	92.88%
90 - EXPENSES - TRANSFERS	59,000.00	59,000.00	0.00	59,000.00	0.00	0.00%
Department: 130 - RECREATION Total:	734,125.00	734,125.00	37,918.25	533,425.79	200,699.21	27.34%
Department: 140 - LAND BANK						
60 - EXPENSES - COMMODITIES	78,000.00	78,000.00	0.00	0.00	78,000.00	100.00%
70 - EXPENSES - CONTRACTUAL	0.00	0.00	400.00	16,239.22	-16,239.22	0.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	362.00	-362.00	0.00%
90 - EXPENSES - TRANSFERS	2,167,646.00	2,167,646.00	0.00	2,167,646.00	0.00	0.00%
Department: 140 - LAND BANK Total:	2,245,646.00	2,245,646.00	400.00	2,184,247.22	61,398.78	2.73%
Department: 150 - PARKS						
50 - EXPENSES - PERSONNEL	161,350.00	161,350.00	5,813.12	131,673.08	29,676.92	18.39%
60 - EXPENSES - COMMODITIES	57,850.00	57,850.00	4,628.38	37,138.04	20,711.96	35.80%
70 - EXPENSES - CONTRACTUAL	37,000.00	37,000.00	1,658.40	22,429.93	14,570.07	39.38%
80 - EXPENSES - CAPITAL PROJECTS	80,000.00	80,000.00	2,055.01	69,599.63	10,400.37	13.00%
Department: 150 - PARKS Total:	336,200.00	336,200.00	14,154.91	260,840.68	75,359.32	22.42%
Department: 160 - PLANNING & ZONING						
50 - EXPENSES - PERSONNEL	455,750.00	455,750.00	34,351.98	323,421.07	132,328.93	29.04%
60 - EXPENSES - COMMODITIES	26,800.00	26,800.00	691.18	5,230.80	21,569.20	80.48%
70 - EXPENSES - CONTRACTUAL	55,000.00	55,000.00	1,271.47	30,169.86	24,830.14	45.15%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 160 - PLANNING & ZONING Total:	537,550.00	537,550.00	36,314.63	358,821.73	178,728.27	33.25%
Department: 190 - FACILITIES						
50 - EXPENSES - PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00%
60 - EXPENSES - COMMODITIES	22,800.00	22,800.00	3,233.02	16,460.48	6,339.52	27.80%
70 - EXPENSES - CONTRACTUAL	261,000.00	261,000.00	7,573.21	169,388.35	91,611.65	35.10%
80 - EXPENSES - CAPITAL PROJECTS	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00%
90 - EXPENSES - TRANSFERS	1,365,000.00	1,365,000.00	0.00	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:	1,688,800.00	1,688,800.00	10,806.23	1,550,848.83	137,951.17	8.17%
Total Revenues	9,111,754.00	9,111,754.00	-2,258,205.41	7,897,586.74	-1,214,167.26	13.33%
Total Expenses	9,447,215.00	9,447,215.00	486,697.63	8,276,757.60	1,170,457.40	12.39%
Fund: 100 - General Fund Surplus (Deficit):	-335,461.00	-335,461.00	-2,744,903.04	-379,170.86	-43,709.86	-13.03%

Budget Report

For Fiscal: 2025 P

Section XIV, Item A.

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 200 - Special Street & Highway						
Department: 210 - PUBLIC WORKS						
40 - REVENUES	1,273,680.00	1,273,680.00	32,325.07	1,231,654.42	-42,025.58	3.30%
50 - EXPENSES - PERSONNEL	111,495.00	111,495.00	9,925.16	94,373.33	17,121.67	15.36%
60 - EXPENSES - COMMODITIES	164,700.00	164,700.00	3,140.03	90,574.11	74,125.89	45.01%
70 - EXPENSES - CONTRACTUAL	137,500.00	137,500.00	10,940.45	120,357.93	17,142.07	12.47%
80 - EXPENSES - CAPITAL PROJECTS	955,000.00	955,000.00	0.00	2,055,817.77	-1,100,817.77	-115.27%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	-95,015.00	-95,015.00	8,319.43	-1,129,468.72	-1,034,453.72	-1,088.73%
Total Revenues	1,273,680.00	1,273,680.00	32,325.07	1,231,654.42	-42,025.58	3.30%
Total Expenses	1,368,695.00	1,368,695.00	24,005.64	2,361,123.14	-992,428.14	-72.51%
Fund: 200 - Special Street & Highway Surplus (Deficit):	-95,015.00	-95,015.00	8,319.43	-1,129,468.72	-1,034,453.72	-1,088.73%

Budget Report

For Fiscal: 2025 Pa

Section XIV, Item A.

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 400 - Land Bank Fund						
Department: 400 - LAND BANK						
40 - REVENUES	125,000.00	125,000.00	8,862.32	89,400.92	-35,599.08	28.48%
60 - EXPENSES - COMMODITIES	5,000.00	5,000.00	0.00	40.96	4,959.04	99.18%
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	2,672,597.00	-2,672,597.00	0.00%
Department: 400 - LAND BANK Surplus (Deficit):	120,000.00	120,000.00	8,862.32	-2,583,237.04	-2,703,237.04	2,252.70%
Total Revenues	125,000.00	125,000.00	8,862.32	89,400.92	-35,599.08	28.48%
Total Expenses	5,000.00	5,000.00	0.00	2,672,637.96	-2,667,637.96	53,352.76%
Fund: 400 - Land Bank Fund Surplus (Deficit):	120,000.00	120,000.00	8,862.32	-2,583,237.04	-2,703,237.04	2,252.70%

Budget Report

For Fiscal: 2025 Pa

Section XIV, Item A.

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 410 - Bond & Interest						
Department: 410 - BOND AND INTEREST						
40 - REVENUES	4,396,701.00	4,396,701.00	89,747.88	4,060,278.51	-336,422.49	7.65%
80 - EXPENSES - CAPITAL PROJECTS	4,382,500.00	4,382,500.00	65,881.25	628,749.63	3,753,750.37	85.65%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 410 - BOND AND INTEREST Surplus (Deficit):	14,201.00	14,201.00	23,866.63	3,431,528.88	3,417,327.88	24,063.99%
Total Revenues	4,396,701.00	4,396,701.00	89,747.88	4,060,278.51	-336,422.49	7.65%
Total Expenses	4,382,500.00	4,382,500.00	65,881.25	628,749.63	3,753,750.37	85.65%
Fund: 410 - Bond & Interest Surplus (Deficit):	14,201.00	14,201.00	23,866.63	3,431,528.88	3,417,327.88	24,063.99%

Budget Report

For Fiscal: 2025 P

Section XIV, Item A.

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 520 - Water Utility						
Department: 210 - PUBLIC WORKS						
40 - REVENUES	4,043,436.00	4,043,436.00	357,312.93	2,698,896.86	-1,344,539.14	33.25%
50 - EXPENSES - PERSONNEL	455,420.00	455,420.00	28,009.87	253,952.81	201,467.19	44.24%
60 - EXPENSES - COMMODITIES	727,400.00	727,400.00	234,426.99	618,853.67	108,546.33	14.92%
70 - EXPENSES - CONTRACTUAL	2,490,000.00	2,490,000.00	146,268.39	1,103,346.41	1,386,653.59	55.69%
80 - EXPENSES - CAPITAL PROJECTS	51,716.00	51,716.00	0.00	105,973.50	-54,257.50	-104.91%
90 - EXPENSES - TRANSFERS	310,000.00	310,000.00	0.00	310,000.00	0.00	0.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	8,900.00	8,900.00	-51,392.32	306,770.47	297,870.47	-3,346.86%
Total Revenues	4,043,436.00	4,043,436.00	357,312.93	2,698,896.86	-1,344,539.14	33.25%
Total Expenses	4,034,536.00	4,034,536.00	408,705.25	2,392,126.39	1,642,409.61	40.71%
Fund: 520 - Water Utility Surplus (Deficit):	8,900.00	8,900.00	-51,392.32	306,770.47	297,870.47	-3,346.86%

Budget Report

For Fiscal: 2025 P Section XIV, Item A. 5

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	3,269,872.00	3,269,872.00	292,888.08	2,691,927.56	-577,944.44	17.67%
50 - EXPENSES - PERSONNEL	355,290.00	355,290.00	34,197.04	350,366.30	4,923.70	1.39%
60 - EXPENSES - COMMODITIES	501,000.00	501,000.00	13,316.69	138,049.03	362,950.97	72.45%
70 - EXPENSES - CONTRACTUAL	1,722,400.00	1,722,400.00	48,205.77	1,576,184.38	146,215.62	8.49%
80 - EXPENSES - CAPITAL PROJECTS	431,690.00	431,690.00	15,844.72	31,689.44	400,000.56	92.66%
90 - EXPENSES - TRANSFERS	330,000.00	330,000.00	0.00	330,000.00	0.00	0.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	-70,508.00	-70,508.00	181,323.86	265,638.41	336,146.41	476.75%
Total Revenues	3,269,872.00	3,269,872.00	292,888.08	2,691,927.56	-577,944.44	17.67%
Total Expenses	3,340,380.00	3,340,380.00	111,564.22	2,426,289.15	914,090.85	27.36%
Fund: 530 - Sewer Utility Surplus (Deficit):	-70,508.00	-70,508.00	181,323.86	265,638.41	336,146.41	476.75%

Budget Report

For Fiscal: 2025 Pa

Section XIV, Item A.

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 540 - Solid Waste Utility						
Department: 540 - SOLID WASTE						
40 - REVENUES	725,000.00	725,000.00	69,495.12	600,025.43	-124,974.57	17.24%
70 - EXPENSES - CONTRACTUAL	650,000.00	650,000.00	52,325.44	404,349.63	245,650.37	37.79%
90 - EXPENSES - TRANSFERS	100,000.00	100,000.00	0.00	100,000.00	0.00	0.00%
Department: 540 - SOLID WASTE Surplus (Deficit):	-25,000.00	-25,000.00	17,169.68	95,675.80	120,675.80	482.70%
Total Revenues	725,000.00	725,000.00	69,495.12	600,025.43	-124,974.57	17.24%
Total Expenses	750,000.00	750,000.00	52,325.44	504,349.63	245,650.37	32.75%
Fund: 540 - Solid Waste Utility Surplus (Deficit):	-25,000.00	-25,000.00	17,169.68	95,675.80	120,675.80	482.70%

Budget Report

For Fiscal: 2025 P Section XIV, Item A. 5

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	10,384.22	96,058.50	-3,441.50	3.46%
70 - EXPENSES - CONTRACTUAL	10,000.00	10,000.00	1,500.00	30,788.54	-20,788.54	-207.89%
80 - EXPENSES - CAPITAL PROJECTS	400,000.00	400,000.00	30,361.23	161,926.42	238,073.58	59.52%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 550 - STORMWATER Surplus (Deficit):	-310,500.00	-310,500.00	-21,477.01	-96,656.46	213,843.54	68.87%
Total Revenues	99,500.00	99,500.00	10,384.22	96,058.50	-3,441.50	3.46%
Total Expenses	410,000.00	410,000.00	31,861.23	192,714.96	217,285.04	53.00%
Fund: 550 - Stormwater Utility Surplus (Deficit):	-310,500.00	-310,500.00	-21,477.01	-96,656.46	213,843.54	68.87%
Report Surplus (Deficit):	-693,383.00	-693,383.00	-2,578,230.45	-88,919.52	604,463.48	87.18%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-335,461.00	-335,461.00	-2,744,903.04	-379,170.86	-43,709.86
200 - Special Street & Highway	-95,015.00	-95,015.00	8,319.43	-1,129,468.72	-1,034,453.72
400 - Land Bank Fund	120,000.00	120,000.00	8,862.32	-2,583,237.04	-2,703,237.04
410 - Bond & Interest	14,201.00	14,201.00	23,866.63	3,431,528.88	3,417,327.88
520 - Water Utility	8,900.00	8,900.00	-51,392.32	306,770.47	297,870.47
530 - Sewer Utility	-70,508.00	-70,508.00	181,323.86	265,638.41	336,146.41
540 - Solid Waste Utility	-25,000.00	-25,000.00	17,169.68	95,675.80	120,675.80
550 - Stormwater Utility	-310,500.00	-310,500.00	-21,477.01	-96,656.46	213,843.54
Report Surplus (Deficit):	-693,383.00	-693,383.00	-2,578,230.45	-88,919.52	604,463.48



Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - General Fund	3,377,504.49	7,897,586.74	8,276,757.60	2,998,333.63
200 - Special Street & Highway	1,489,555.19	1,231,654.42	2,361,123.14	360,086.47
315 - Equipment Reserve	680,068.69	465,675.43	132,244.98	1,013,499.14
355 - Capital Improvement Reserve	1,824,498.15	473,952.50	169,772.42	2,128,678.23
400 - Land Bank Fund	6,205,593.14	89,400.92	2,672,637.96	3,622,356.10
410 - Bond & Interest	719,290.23	4,060,278.51	628,749.63	4,150,819.11
520 - Water Utility	2,423,857.86	2,698,896.86	2,392,126.39	2,730,628.33
530 - Sewer Utility	4,102,188.16	2,691,927.56	2,426,289.15	4,367,826.57
540 - Solid Waste Utility	268,390.39	600,025.43	504,349.63	364,066.19
550 - Stormwater Utility	546,069.63	96,058.50	192,714.96	449,413.17
Report Total:	21,637,015.93	20,305,456.87	19,756,765.86	22,185,706.94

City of Bel Aire

Public Works Monthly Report

Date: September 30, 2025

Prepared by: Marty McGee, Public Works Director

Executive Summary

This month's work focused on major water line installations, street repairs, sewer system upgrades, park improvements, and stormwater management. Key highlights include:

- Completion and testing of Harding, Krueger, and Battin Street water lines with hydrant installations.
- Sewer pump upgrades at 53rd Street lift station, with chemical treatment proposal forthcoming.
- Significant street maintenance including pothole repair, sweeping, and signage installations.
- Park improvements with tree plantings, new signage, and volleyball court planning.
- Stormwater projects in Elk Creek to mitigate flooding.
- Staff training and community engagement through National Night Out.

Water

- Chlorine reagent bottle changed at South water tower.
- 86 rereads completed.
- Water line installations:
 - Harding & Krueger: Installed, tested, and passed pressure & bacteriological testing.
 - Battin St: Line installed, hydrants in place, testing scheduled.
 - Glendale St: Prep underway for next line installation.
- 2 fire hydrants installed on Line 1; 3 hydrants on Line 3.
- 2 leaks repaired at 47th & Farmstead and 4801 Kenawee.
- 3 sample stations installed (8 remaining for year).

Streets

- Pothole repairs on 53rd & Rock Rd; additional repairs with mastic machine at 45th St bridge and Rock Rd.
- 4 Cross Traffic Does Not Stop signs installed (Woodlawn & 53rd; Oliver & 53rd).
- New divided signs were installed at Wildfire & Central Park Ave.
- Swept 37th St (Woodlawn → Olive), including bike lanes.
- Elk Creek regarded to create overflow ditch; further drainage options discussed with HOA.

Sewers

- Rock Rd & Webb Rd lift stations cleaned.

- 53rd St lift station:
 - New monitor installed.
 - Frequent com failures resolved by repositioning antenna & fixing connections.
 - New Flygt Grinder pump installed (Sept 15).
- One pump left to purchase for 37th St lift station (scheduled 2026).
- Sewer additive pilot (to reduce BOD, FOG, and H₂ S gases) to be presented Oct 7.

Parks

- Monthly inspections completed (no major findings).
- Volleyball court layout was initiated at Rec-Center, scheduled for completion in October.
- 2 Chinese Pistache trees planted at Bel Aire Park (Sept 16).
- New signage were installed at pool and Eagle Lake.

Stormwater

- All stormwater samples collected and submitted to KDHE.
- Elk Creek overflow was regraded to reduce flooding (Sept 22).
- Storm drains inspected and cleaned as needed (Sept 23).

Special Events & Training

- Safety topic: Wastewater Safety & PPE.
- Attended National Night Out.
- Staff received voluntary vaccines via Dillons Clinic.
- Supervisors attended 3-hour training (Sept 25).

Appendix A: Photo Documentation

Figure 1: Elk Creek regrading project to mitigate flooding.

Figure 2: “Cross Traffic Does Not Stop” signs installed at Woodlawn & 53rd, and Oliver & 53rd.

Figure 3: New divided road sign at Wildfire & Central Park Ave.

Figure 4: Two Chinese Pistache trees planted at Bel Aire Park, Sept 16, 2025.

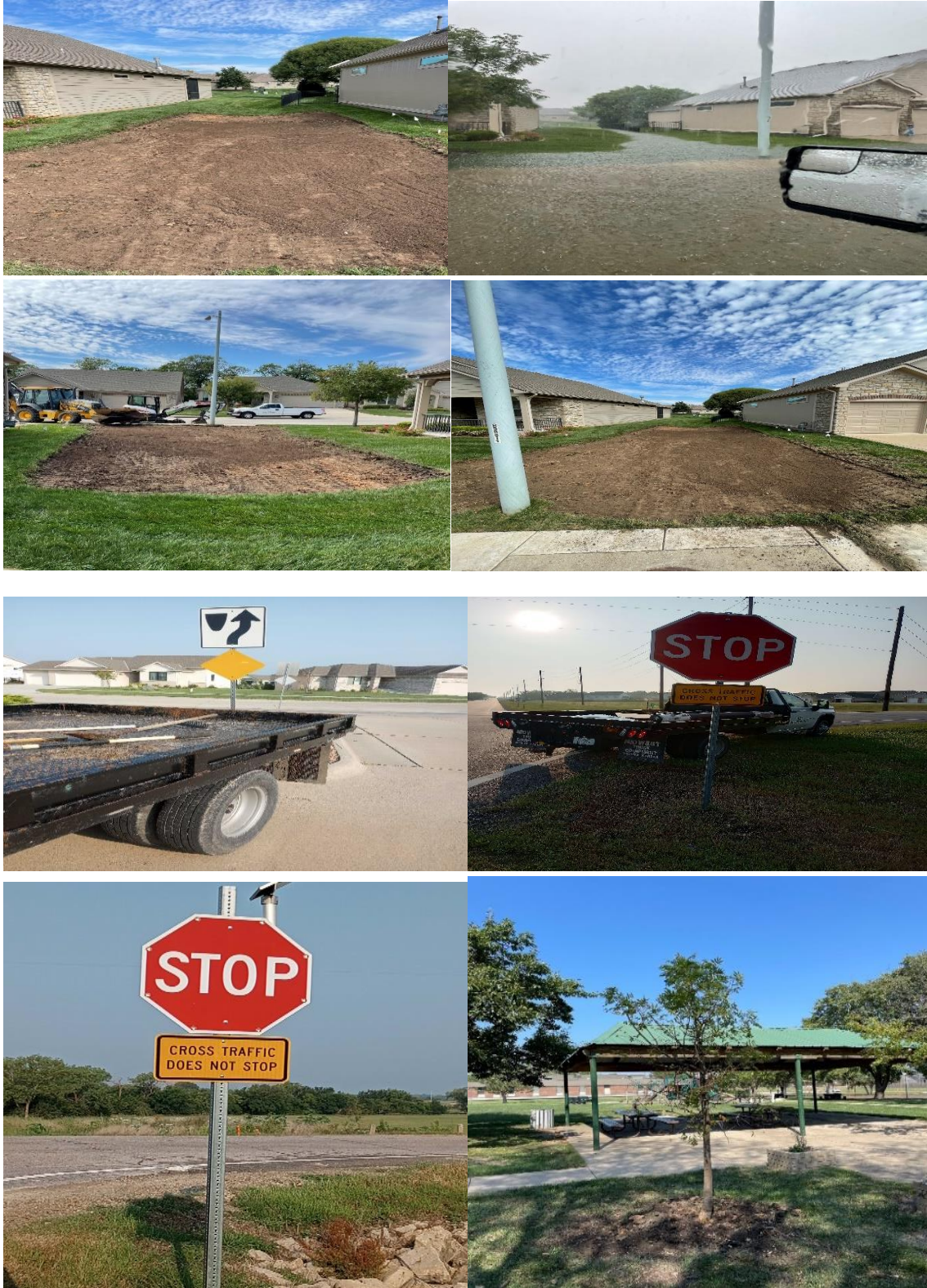
Figure 5: New pool sign installed at City Pool.

Figure 6: New Eagle Lake sign.

[Insert Photo Here]

Figure 7: Rock Road street repair and 45th Street bridge maintenance.

Figure 8: Layout of new volleyball court at Rec-Center.







STAFF REPORT

DATE: October 14, 2025

TO: Ted Henry, City Manager & Bel Aire Governing Body

FROM: Brian Hayes, Recreation Director

RE: September Activities

Recreation.

- 215 volleyball, soccer & flag football participants continue practices & games. FFB & Soccer are scheduled through October and Volleyball through Nov 1.
- Taekwondo class participation was steady with 15 students.
- Exercise classes were steady with 19 participants.
- September drop-in gym use was slightly down with 496 compared to 533 in August
- The yard was dethatched, top-dressed, seeded, fertilized and successfully germinated. Staff also top-dressed the remaining winter killed areas of the ballfields and temporarily seeded with cool season grass. Plans are to finish repairing the diseased areas next year.
- Materials were ordered for the relocation of the sand volleyball court and completion of the walking trail.
- Proposals to replace the pool filter and Rec playground will be presented at the Oct. 21st council meeting.
- Double Congratulations to Assistant Recreation Director Ashley Swank. Ashley was married on Sept. 13th and completed the requirements to become a Certified Park & Recreation Professional through the National Recreation & Park Association.
- Upcoming programs include Fall Festival, Little Dribblers, and Basketball.

Seniors

- 861 seniors signed in for cards, pickleball, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 1028 in August.
- Some programs included Fit Foundations, an Indian Center outing, several presentations and a dinner with entertainment. In all there were 15 ongoing programs, 4 special activities, and 7 educational sessions.
- Upcoming Senior activities include Medicare counseling, an outing, several presentations, as well as the many ongoing baseline programs, games, crafts, and communications.

Swimming Pool

- The pool was winterized on 9/15, and the furniture & equipment has been stored away til next summer.
- A new custom-made safety pool cover has been ordered and will be installed after delivery.



National Recreation and Park Association
Let it be known that
ASHLEY SWANK
has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a
Certified Park and Recreation Professional



CANDIDATE

NRPA PRESIDENT AND CEO



July 29, 2025
DATE CERTIFIED
10367516
CERTIFICATION NUMBER
September 01, 2027
EXPIRATION DATE



MANAGER'S REPORT

DATE: October 16, 2025
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: October 21, 2025 Agenda



Consent Agenda (Item VI)

The consent agenda contains only the Minutes of the October 7th City Council meeting.

Appropriations Ordinance

This appropriation ordinance encompasses 10/01/2025 through 10/14/2025 expenses and one payroll cycle. Expenditures amounted to \$2,242,892.69. Of the reported expenses, \$343,084.41 are infrastructure costs for new developments. These costs are paid through special assessments.

Pool Filter Purchase For Swimming Pool (Item A)

The current filter at the Central Park Swimming Pool is 20 years old and staff has requested quotes for its budgeted replacement. The high-rate fiberglass sand filter at the pool is at the end of its life. Several small leaks have been patched and the and the drain plug is no longer operable. Although the filter is still functionable it could fail at any time. Knowing the possibility of failure, staff feels that off-season replacement is needed to prevent a shutdown of the pool in the summer. The below quotes were submitted, and funds were budgeted in the 2025 Pool department budget. Staff recommends accepting the quote from Swimtime/United Industries for \$13,802.

Renovation Purchases for Playground at Recreation Center (Item B)

The playground north of the Recreation Center was constructed in 1996. In the 2023 Recreation Facility Master Plan, this playground was identified as needing upgrades. The current play structures need repairs, and the playground lacks ADA accessibility. Requests for Proposals went out on August 29. Two proposals were submitted. Funding for this project will come out of the CIP Reserve Fund. Each year the City transfers \$150,000 to the CIP Reserve Fund for refreshing existing parks. This expense is the only item identified for this allocation for FY25. The remaining \$52,658.82 from the transfer will stay in the CIP Reserve Fund for use on a future project. Staff recommends accepting the proposal from VersaSport LLC for \$97,341.18.

Preliminary Design & Inspection Contract for 2026 Street Maintenance Plan (Item C)

The Street Maintenance Plan was presented at the October 14th City Council Workshop. This agreement includes fees to develop bidding documents and assist with the procurement of a contractor to perform this work and construction observation and administration services. The cost of the improvements for these projects will be paid for from the CIP. Staff recommends that the City Council accept Work Order 24-08 from PEC in the amount of \$115,000.00 for the design,

bidding and construction observation and administration services for the 2025 Street Preservation Program Projects.

Office Furniture (Chairs and Tables) For New Public Works Facility (Item D)

As construction of our new Public Works facility comes down the stretch, it's time to purchase a few pieces of furniture to supplement what we already have.

Rooms 104, 105, 106 are Marty's, Jon's, and future Facility Manager offices. Only furniture being purchased for these offices are visitor chairs. Repurposing furniture from current building.

Room 103-purchasing chairs.

Room 001-Conference Room-purchasing training tables and chairs.

Room 110-Maint Office-repurposing current furniture

Room 101-Break Room-purchasing tables and chairs

Room 100-Reception-purchasing office chair and visitor chairs

The City of Bel Aire was awarded \$4,716,225 in grant proceeds, which requires a \$1,572,075 match from the City. As you may recall, we moved quickly to get this project underway. In January 2025, we transferred funds to secure the City match and provide additional funding for specialized equipment and other expenses. The total transfer in January 2025 was \$2,672,597. As of today, we anticipate total expenditure includes this purchase of \$2,168,893.80.

Executive Session (Item XII)

There is one executive session on the agenda.