



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
October 07, 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: Mark Posson

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA 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.**

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. 25-17 in the amount of \$525,713.10.**

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 25-17.

Motion _____ Second _____ Vote _____

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

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 25-18.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

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

- 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 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.**

Action: Motion to (approve / deny / table) 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.

Motion _____ Second _____ Vote _____

- 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.**

Action: Motion to (adopt / deny / table) 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.

Motion _____ Second _____ Vote _____

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.

Action: Motion to (adopt / deny / table) 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, and authorize all required signatures.

Motion _____ Second _____ Vote _____

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

Action: Motion to (approve / deny / table) the contract with MKEC related to Skyview at Webb Addition, Phase 1 (As Presented / As Amended) at an amount not to exceed \$266,927.00 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

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

Action: Motion to (approve / deny / table) the agreement with USP Technologies for Odor and Corrosion Control Pilot Study in Sewer Collection Systems (As Presented / As Amended), at a cost not to exceed \$14,904.00, and authorize all required signatures.

Motion _____ Second _____ Vote _____

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

Action: Motion to (Adopt / Deny / Table) 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.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

A. Executive Session

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

Motion _____ Second _____ Vote _____

B. Executive Session

Action: Motion 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 (_____) minutes, and the open meeting will resume in City Council Chambers at (_____) p.m.

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

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

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

- A.** Public Works Report - August 2025
- B.** Rec Activities - August 2025
- C.** Budget Report - August 2025
- D.** City Manager's Report - October 7, 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
September 02, 2025 7:00 PM



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

II. ROLL CALL

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

Also present were City Manager Ted Henry, City Attorney Maria Schrock, Director of Finance Barry Smith, Director of Community Development Paula Downs, City Attorney Melissa Krehbiel, and Bond Counsel Kevin Cowan of Gilmore & Bell, P.A.

III. OPENING PRAYER: A moment of silent prayer was held.

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 August 19, 2025 City Council meeting.

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 25-16 in the amount of \$2,628,966.16.

MOTION: Councilmember Davied moved to approve Appropriations Ordinance No. 25-16. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

VIII. CITY REQUESTED APPEARANCES: None

IX. PUBLIC HEARINGS

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

Mayor Benage opened the Public Hearing.

Lindsay Poe Rousseau, 5239 N Colonial, spoke to the Council. She works for Sedgwick County Finance and has lived in Bel Aire for two years. She recently reviewed Bel Aire's latest annual audit and the proposed budget. With her experience in public finance she understands the challenges that government faces. She loves living in Bel Aire; she gets wonderful services. She is proud to look at Bel Aire's budget and audit and feels good about where she lives. She thanked the Council for lowering the mill levy.

No others requested to speak.

MOTION: Councilmember Welch moved to approve A Resolution of The City of Bel Aire, Kansas to Levy a Property Tax Rate Exceeding the Revenue Neutral Rate for the 2026 budget and authorize the Mayor to sign. Councilmember Schmitz seconded the motion.

Roll Call Vote:

Greg Davied – Aye	Tyler Dehn – Aye	Emily Hamburg – Aye
Tom Schmitz – Aye	John Welch – Aye	

Motion carried 5-0.

MOTION: Councilmember Welch moved to close the Public Hearing. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

B. Public Hearing regarding the 2026 City of Bel Aire Budget

Director of Finance Barry Smith gave a brief presentation about the proposed budget.

Mayor Benage opened the public hearing and requested comments from the public. No one spoke.

MOTION: Councilmember Hamburg moved to close the Public Hearing. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

X. CITIZEN CONCERNS

David Landoll, 4743 N Krueger Street, spoke to the Council regarding recent street and water main work near his home. Many in his neighborhood questioned why the surface work would occur before the subsurface work. About 1 month ago a water main project was started in his neighborhood. One of the paint markers was placed in the middle of his driveway. He asked City staff, the contractor, and the Mayor why the marker was in the middle of the driveway but did not receive an answer. He put in a new driveway a few years ago. Then a paving contractor damaged his driveway. He is asking the city to replace the approach to his driveway. He also noted that he has never seen a City inspector at these work sites.

XI. REPORTS

A. Council Member Reports

Councilmember Hamburg reported on the latest Chisholm Creek Utility Authority meeting.

Councilmember Davied reported on the latest CCUA meeting.

Councilmember Dehn reported that the South Central Kansas Transportation Coalition will meet on Thursday. The KDOT local consult will be held on October 8th in Wichita, and a virtual meeting on October 27th. Tomorrow, the Bel Aire Chamber will hold their monthly lunch meeting.

B. Mayor's Report

Mayor Benage reported on the latest CCUA meeting. Following a recent shooting at a Catholic school in Minnesota, Mayor Benage reached out to the City Manager to ask Bel Aire Police to help improve security at local schools.

C. City Attorney Report

City Attorney Maria Schrock briefly reported on anticipated revisions to the City's KORA ordinance and record retention schedule.

D. City Manager Report

City Manager Ted Henry reported on upcoming events, including National Night Out, Fall Fest and the Bel Aire Chamber's monthly lunch meeting.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of Approving the 2026 City of Bel Aire Budget.

MOTION: Councilmember Welch moved to approve the 2026 City of Bel Aire Budget as presented and authorize all required signatures. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

B. Consideration of An Ordinance Levying Special Assessments On Certain Property To Pay The Costs Of Internal Improvements In The City Of Bel Aire, Kansas, As Previously Authorized By Resolution Nos. R-21-50, R-21-52, R-21-53, R-22-27, R-22-28, R-22-29, R-22-30, R-22-31, R-22-09, R-22-51, R-22-11, R-22-33, R-22-34, R-22-13, R-22-14, R-22-15 And R-22-16 Of The City; And Providing For The Collection Of Such Special Assessments.

MOTION: Councilmember Hamburg moved to adopt An Ordinance Levying Special Assessments On Certain Property To Pay The Costs Of Internal Improvements In The City Of Bel Aire, Kansas, As Previously Authorized By these Resolutions listed here; And Providing For The Collection Of Such Special Assessments and authorize all required signatures. Councilmember Welch seconded the motion. *Motion carried 5-0.*

C. Consideration of A Resolution Authorizing The Offering For Sale Of General Obligation Bonds, Series 2025A And General Obligation Temporary Notes, Series 2025B, Of The City Of Bel Aire, Kansas.

MOTION: Councilmember Davied moved to accept A Resolution Authorizing The Offering For Sale Of General Obligation Bonds, Series 2025A And General Obligation Temporary Notes, Series 2025B, Of The City Of Bel Aire, Kansas and authorize all required signatures. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

D. ZON-25-01: Consideration Of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending Approval Of A Zone Change Request From A Neighborhood Commercial, Office and Retail District “C-1” To A Planned Unit Development Residential District “R-PUD” (Lycee Addition R-PUD), Generally Located At The East Side Of Rock Road And ¼ Mile North Of 53rd Street North, Bel Aire, Sedgwick County, Kansas.

Mayor Benage announced the agenda item. Before proceeding with the hearing, Mayor Benage asked if any Council member wished to disqualify themselves from participating in this case because they have a conflict of interest. Mayor Benage asked if any member of the City Council had received any ex-parte verbal or written communications prior to this agenda item, which they would like to share. All Councilmembers responded no to both questions. The City Clerk confirmed that no protest petitions were received regarding this case.

All of the Councilmembers confirmed that they had received the Unapproved Minutes of the Planning Commission for August 14, 2025, which summarizes the public hearing for this case. Paula Downs, Director of Community Development, provided a report on the case and stood for questions from the Council.

Councilmember Welch asked if the plans allowed for enough room between Rock Road and the development to allow for future expansion of Rock Rd. The agent for the applicant, Phil Meyer of Baughman Company, answered Mr. Welch’s question: yes, there is 60 ft of half street right of way dedicated on the east side on Rock Road which will allow for a five-lane facility.

Councilmember Dehn asked if the developer can extend a sidewalk to the entrance and connect it to a public sidewalk. He also asked why a second entrance/exit was not included on the East side. Councilmember Hamburg asked if the entrance for the Commercial area would be on Rock Rd; Ms. Downs confirmed that it will be.

Mayor Benage confirmed with staff that no written communications have been received regarding this case.

The agent for the applicant, Phil Meyer of Baughman Company gave a presentation about the PUD plat and stood for questions from the City Council. He answered questions from the Council regarding the multi-family design, the placement of stairs, and street ingress/egress and ownership of the development. Mr. Meyer stated the proposed plans are for multi-family, but it is less dense than a typical apartment complex.

Mayor Benage invited public comments on the case. No one requested to speak

The Council then deliberated. In support of the recommendation, Councilmember Schmitz said it appears to be a good buffer between the R-6 multifamily housing nearby and single-family housing. It doesn't appear to be out of place where it is located and the proposed development seems to fit with what is already there.

Councilmember Welch said he know this is a difficult area, it was hard to sell, it's been vacant for a long time. He appreciates the use of it based on what's around it; and he would vote for it.

Councilmember Hamburg noted that staff and Planning Commission are recommending this. She appreciated the comments about the limitations with the utilities there; that they will make use of that hopefully for a really nice retail that citizens have been mentioning; so she will be supporting this.

Councilmember Davied said that Planning Commission and staff did a nice job, as well as the developer, in finding a nice little commercial addition to the City, and use of that land; so he will be in support of it also.

Councilmember Dehn stated that he appreciated the placement of the development with it's proximity to schools and access to safe sidewalks; he agrees with the buffering between a major arterial street and an apartment complex.

MOTION: Councilmember Dehn moved to Approve the findings of fact and recommendation of the Planning Commission for ZON-25-01, Adopt the Ordinance as Presented, and authorize the Mayor to sign. Councilmember Schmitz seconded the motion.

Roll Call Vote:

Greg Davied - Aye	Tyler Dehn – Aye	Emily Hamburg - Aye
Tom Schmitz - Aye	John Welch - Aye	Mayor Jim Benage – Aye

Motion carried 6-0.

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

Lance Onstott, Professional Engineering Consultants, gave a brief presentation and stood for questions from the Council.

Mayor Benage stated concerns about the data used for the plan. Councilmember Schmitz stated concerns about the population estimates being low. Councilmember Dehn stated concerns about the amount of public engagement for the plan; he wished it were more robust.

MOTION: Mayor Benage moved to return the recommendation of the Planning Commission for Approval of the Bel Aire 2035 Comprehensive Plan to the Planning Commission for further consideration, with a statement specifying the basis for failure to Approve or Disapprove, the statement is; This plan has multiple issues of outdated data and information. [Mayor Benage] will provide an expanded report within a week, but

some of the examples are: outdated population, outdated average income, outdated traffic counts, inaccurate references to medical facilities, and future use proposals that are not consistent with current zoning, especially with regards to land south of the railroad tracks and east of Webb Road. Councilmember Davied seconded the motion.

Roll Call Vote:

Greg Davied – Aye

Tyler Dehn – Aye

Emily Hamburg – Aye

Tom Schmitz – Aye

John Welch – Nay

Mayor Jim Benage – Aye

Motion carried 5-1.

F. Consideration of An Ordinance Designating the Bel Aire Planning Commission as the Bel Aire Board of Zoning Appeals.

MOTION: Councilmember Welch moved to Adopt An Ordinance Designating the Planning Commission as the Board of Zoning Appeals and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

G. Consideration of a Resolution Amending the Bylaws of the Bel Aire Planning Commission.

MOTION: Councilmember Hamburg moved to Adopt A Resolution Amending the Bylaws of the Planning Commission As Presented and authorize the Mayor to sign. Councilmember Schmitz seconded the motion. ***Motion carried 5-0.***

H. Consideration of A Resolution Establishing the City of Bel Aire Sidewalk Reimbursement Program for Fiscal Year 2025.

MOTION: Councilmember Welch moved to Adopt A Resolution Establishing The Sidewalk Reimbursement Program As Presented with funds not to exceed \$15,000 and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

I. Consideration of An Ordinance Amending Current Water Drought/Emergency Restrictions to Comply with Wichita's New Permanent Water Restrictions Ordinance Adopted on August, 26, 2025 and to be Implemented on September 15, 2025.

MOTION: Councilmember Davied moved to Adopt An Ordinance Establishing Permanent Watering Restrictions As Presented and authorize the Mayor to sign. Councilmember Dehn seconded the motion. ***Motion carried 4-1*** with Councilmember Schmitz voting against the motion.

J. Consideration of An Amendment To The Municipal Water Conservation Plan to Comply with Wichita's New Permanent Water Restrictions Ordinance Adopted on August, 26, 2025 and to be Implemented on September 15, 2025.

MOTION: Councilmember Davied moved to Approve Amendment No. 1 to the Municipal Water Conservation Plan As Presented authorize the Mayor to sign and authorize City Manager to submit this amendment to the City of Wichita. Councilmember Dehn seconded the motion. ***Motion carried 4-1***, with Councilmember Schmitz voting against the motion.

XIII. EXECUTIVE SESSION: No executive session was held.

XIV. DISCUSSION AND FUTURE ISSUES

A. City Council Workshop - September 9, 2025 at 7:00 p.m.

The Council briefly discussed possible agenda topics for the workshop, and the possibility that a Special Meeting may be held on September 9th preceding the workshop. No action was taken.

XV. ADJOURNMENT

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

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

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk



MINUTES CITY COUNCIL SPECIAL MEETING

7651 E. Central Park Ave, Bel Aire, KS
September 09, 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. No one was absent.

Also present were City Manager Ted Henry and City Attorney Maria Schrock.

III. READING BY CITY ATTORNEY: The written request for special meeting was read aloud and is attached to these minutes.

IV. 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 the City Manager, City Attorney, City Engineer, and Katherine Chlumsky. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 7:33 p.m. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

The Council then recessed for executive session. At 7:34 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Hamburg moved to extend the executive session by 10 minutes and resume the open meeting at 7:46 pm. Councilmember Dehn seconded the motion. ***Motion carried 4-1,*** with Councilmember Welch voting against the motion.

The Council then recessed for executive session. At 7:47 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

V. DISCUSSION: No other items were discussed.

(continued, next page)

VI. ADJOURNMENT

MOTION: Councilmember Welch moved to adjourn. Councilmember Dehn 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

AP Section VII, Item A.
By Vendor DBA

Payment Dates 8/27/2025 - 9/9/2025

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0178 -					
AFLAC	EMPLOYEE MONTHLY PREMI...	09/05/2025	09/01/2025		514.68
AFLAC	EMPLOYEE MONTHLY PREMI...	09/05/2025	09/01/2025		138.08
AFLAC	EMPLOYEE MONTHLY PREMI...	09/05/2025	09/01/2025		131.04
Vendor DBA 0178 - AFLAC Total:					783.80
Vendor DBA: 2122 -					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	09/04/2025	09/04/2025		19.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	09/04/2025	09/04/2025		11.70
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	09/04/2025	09/04/2025		23.40
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	09/04/2025	09/04/2025		23.40
Vendor DBA 2122 - AIR CAPITOL EXTERMINATING Total:					78.00
Vendor DBA: 0054 - AT&T GLOBAL NETWORK					
AT&T GLOBAL NETWORK	INTERNET BACKUP	08/29/2025	08/27/2025		150.00
Vendor DBA 0054 - AT&T GLOBAL NETWORK Total:					150.00
Vendor DBA: 0174 -					
BANK OF NEW YORK MELLON ...	09/25 O&M/DEBT SVC	09/18/2025	09/09/2025		49,021.42
BANK OF NEW YORK MELLON ...	09/25 O&M/DEBT SVC	09/18/2025	09/09/2025		36,230.33
Vendor DBA 0174 - BANK OF NEW YORK MELLON TRUST Total:					85,251.75
Vendor DBA: 1928 -					
BEL AIRE LIONS CLUB	PROFESSIONAL DUES/MEMBE...	09/04/2025	09/04/2025		120.00
Vendor DBA 1928 - BEL AIRE LIONS CLUB Total:					120.00
Vendor DBA: 1318 -					
BRADY INDUSTRIES OF KS- BR...	CH:JANITORIAL SUPPLIES	09/03/2025	09/04/2025		1,216.24
Vendor DBA 1318 - BRADY INDUSTRIES OF KS- BRADY PLUS Total:					1,216.24
Vendor DBA: 2095 -					
CENTRAL MECHANICAL WICH...	HVAC REPAIR-REC	08/28/2025	08/29/2025		135.00
Vendor DBA 2095 - CENTRAL MECHANICAL WICHITA,LLC Total:					135.00
Vendor DBA: 0028 -					
CINTAS CORPORATION	PW UNIFORMS/TOWELS	08/26/2025	08/29/2025		86.65
CINTAS CORPORATION	PW UNIFORMS/TOWELS	08/26/2025	08/29/2025		43.61
CINTAS CORPORATION	PW UNIFORMS/TOWELS	08/26/2025	08/29/2025		169.33
CINTAS CORPORATION	PW UNIFORMS/TOWELS	08/26/2025	08/29/2025		89.32
CINTAS CORPORATION	PD MATS	08/27/2025	08/29/2025		40.00
CINTAS CORPORATION	PW UNIFORMS/TOWELS	08/26/2025	08/29/2025		80.44
CINTAS CORPORATION	PW UNIFORMS/TOWELS	08/26/2025	08/29/2025		40.49
CINTAS CORPORATION	PW UNIFORMS/TOWELS	08/26/2025	08/29/2025		157.18
CINTAS CORPORATION	PW UNIFORMS/TOWELS	08/26/2025	08/29/2025		82.91
CINTAS CORPORATION	PD MATS	08/26/2025	08/29/2025		40.00
CINTAS CORPORATION	PW UNIFORMS/TOWELS	08/27/2025	08/29/2025		85.25
CINTAS CORPORATION	PW UNIFORMS/TOWELS	08/27/2025	08/29/2025		42.91
CINTAS CORPORATION	PW UNIFORMS/TOWELS	08/27/2025	08/29/2025		166.57
CINTAS CORPORATION	PW UNIFORMS/TOWELS	08/27/2025	08/29/2025		87.87
CINTAS CORPORATION	PD MATS	08/26/2025	08/29/2025		40.00
Vendor DBA 0028 - CINTAS CORPORATION Total:					1,252.53
Vendor DBA: 2062 -					
CORE & MAIN LP	WATER METER SUPPLIES	09/03/2025	09/04/2025		1,249.82
Vendor DBA 2062 - CORE & MAIN LP Total:					1,249.82
Vendor DBA: 1978 -					
CRAIG A MCCOSKEY	CONTRACT MOWING	08/27/2025	08/29/2025		400.00
Vendor DBA 1978 - CRAIG A MCCOSKEY Total:					400.00

AP ORDINANCE

Payment D

Section VII, Item A.

15

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0032 -					
DELTA DENTAL PLAN of KANS...	09/25 MONTHLY PREMIUM	08/22/2025	09/01/2025		2,070.40
DELTA DENTAL PLAN of KANS...	09/25 MONTHLY PREMIUM	08/22/2025	09/01/2025		637.14
DELTA DENTAL PLAN of KANS...	09/25 MONTHLY PREMIUM	08/22/2025	09/01/2025		451.95
Vendor DBA 0032 - DELTA DENTAL PLAN of KANSAS Total:					3,159.49
Vendor DBA: 2326 -					
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	09/04/2025	09/04/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	09/04/2025	09/04/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	09/04/2025	09/04/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	09/04/2025	09/04/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	09/04/2025	09/04/2025		90.00
Vendor DBA 2326 - ECITY TRANSACTIONS, LLC Total:					450.00
Vendor DBA: 2635 -					
EMILY HAMBURG	TRAINING/CONFERENCES	09/04/2025	09/04/2025		714.75
Vendor DBA 2635 - EMILY HAMBURG Total:					714.75
Vendor DBA: T1449 -					
EMILY JONES	WITNESS FEES	09/03/2025	09/04/2025		10.00
Vendor DBA T1449 - EMILY JONES Total:					10.00
Vendor DBA: 2415 -					
EMPAC, INC	EMPLOYEE ASSIST PROGRAM...	09/03/2025	09/04/2025		405.45
Vendor DBA 2415 - EMPAC, INC Total:					405.45
Vendor DBA: 1802 -					
EMPOWER RETIREMENT 457	457 CITY MANAGER	08/28/2025	08/28/2025		540.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	08/28/2025	08/28/2025		612.00
Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:					1,152.00
Vendor DBA: 0046 -					
EVERGY KANSAS CENTRAL INC	STORM SIREN	09/08/2025	09/03/2025		28.18
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	09/08/2025	09/04/2025		43.23
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	09/05/2025	09/04/2025		26.57
EVERGY KANSAS CENTRAL INC	FOUNTAINS	09/05/2025	09/04/2025		207.93
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	09/08/2025	09/04/2025		48.11
EVERGY KANSAS CENTRAL INC	LIFT STATION	09/05/2025	09/04/2025		831.12
EVERGY KANSAS CENTRAL INC	FOUNTAINS	09/05/2025	09/04/2025		111.13
EVERGY KANSAS CENTRAL INC	LIFT STATION	09/05/2025	09/04/2025		26.55
EVERGY KANSAS CENTRAL INC	POOL	09/05/2025	09/04/2025		538.57
EVERGY KANSAS CENTRAL INC	MAINT SHOP	09/08/2025	09/04/2025		430.54
EVERGY KANSAS CENTRAL INC	MAINT SHOP	09/08/2025	09/04/2025		258.32
EVERGY KANSAS CENTRAL INC	MAINT SHOP	09/08/2025	09/04/2025		516.64
EVERGY KANSAS CENTRAL INC	MAINT SHOP	09/08/2025	09/04/2025		516.64
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	09/08/2025	09/04/2025		42.24
EVERGY KANSAS CENTRAL INC	LIFT STATION	09/05/2025	09/04/2025		41.48
EVERGY KANSAS CENTRAL INC	LIFT STATION	09/08/2025	09/04/2025		146.00
EVERGY KANSAS CENTRAL INC	REC	09/08/2025	09/04/2025		966.79
EVERGY KANSAS CENTRAL INC	LIFT STATION	09/05/2025	09/04/2025		86.97
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	09/05/2025	09/04/2025		28.41
EVERGY KANSAS CENTRAL INC	LIFT STATION	09/05/2025	09/04/2025		344.80
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	09/05/2025	09/04/2025		33.15
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	09/08/2025	09/04/2025		70.84
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	09/05/2025	09/04/2025		58.26
EVERGY KANSAS CENTRAL INC	LIFT STATION	09/05/2025	09/04/2025		260.60
EVERGY KANSAS CENTRAL INC	SPRINKLER	09/05/2025	09/04/2025		26.61
EVERGY KANSAS CENTRAL INC	FOUNTAINS	09/05/2025	09/04/2025		89.30
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	09/05/2025	09/04/2025		27.11
EVERGY KANSAS CENTRAL INC	PARKS	09/08/2025	09/05/2025		27.53
EVERGY KANSAS CENTRAL INC	REC	09/05/2025	09/04/2025		28.20
EVERGY KANSAS CENTRAL INC	WATER TOWER	09/05/2025	09/04/2025		65.99
EVERGY KANSAS CENTRAL INC	CITY HALL	09/08/2025	09/05/2025		2,446.01

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
EVERGY KANSAS CENTRAL INC	WATER TOWER	09/05/2025	09/04/2025		277.90
Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:					8,651.72
Vendor DBA: 2654 -					
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	08/28/2025	08/29/2025		44.98
Vendor DBA 2654 - EXPERT AUTO CENTER Total:					44.98
Vendor DBA: 1269 -					
FASTENAL COMPANY	HARDWARE	09/04/2025	09/04/2025		64.66
Vendor DBA 1269 - FASTENAL COMPANY Total:					64.66
Vendor DBA: 0010 -					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	08/28/2025	08/28/2025		12,683.08
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	08/28/2025	08/28/2025		353.78
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	08/28/2025	08/28/2025		1,227.38
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	08/28/2025	08/28/2025		1,506.76
FICA/FEDERAL W/H	FEDERAL W/H TAXES	08/28/2025	08/28/2025		7,912.38
FICA/FEDERAL W/H	FEDERAL W/H TAXES	08/28/2025	08/28/2025		205.97
FICA/FEDERAL W/H	FEDERAL W/H TAXES	08/28/2025	08/28/2025		520.98
FICA/FEDERAL W/H	FEDERAL W/H TAXES	08/28/2025	08/28/2025		1,054.45
FICA/FEDERAL W/H	MEDICARE/FICA	08/28/2025	08/28/2025		2,966.24
FICA/FEDERAL W/H	MEDICARE/FICA	08/28/2025	08/28/2025		82.74
FICA/FEDERAL W/H	MEDICARE/FICA	08/28/2025	08/28/2025		287.14
FICA/FEDERAL W/H	MEDICARE/FICA	08/28/2025	08/28/2025		352.30
Vendor DBA 0010 - FICA/FEDERAL W/H Total:					29,153.20
Vendor DBA: 0424 -					
GRAINGER, INC	MINOR EQUIPMENT:TOOLS, E...	08/28/2025	08/29/2025		94.86
GRAINGER, INC	MINOR EQUIPMENT:TOOLS, E...	08/28/2025	08/29/2025		94.86
GRAINGER, INC	MINOR EQUIPMENT:TOOLS, E...	08/28/2025	08/29/2025		94.86
GRAINGER, INC	MINOR EQUIPMENT:TOOLS, E...	08/28/2025	08/29/2025		94.86
Vendor DBA 0424 - GRAINGER, INC Total:					379.44
Vendor DBA: 2848 -					
HANDPAN DAN LLC	SENIOR EVENT	09/03/2025	09/04/2025		150.00
Vendor DBA 2848 - HANDPAN DAN LLC Total:					150.00
Vendor DBA: 2715 -					
INFOSEND INC	UTILITY INSERT	08/28/2025	08/29/2025		66.91
INFOSEND INC	UTILITY INSERT	08/28/2025	08/29/2025		66.92
INFOSEND INC	UTILITY INSERT	08/28/2025	08/29/2025		66.92
INFOSEND INC	UTILITY BILLS	08/28/2025	08/29/2025		783.26
INFOSEND INC	UTILITY BILLS	08/28/2025	08/29/2025		783.27
Vendor DBA 2715 - INFOSEND INC Total:					1,767.28
Vendor DBA: 2282 - INTERLINGUAL INTERPRETING					
INTERLINGUAL INTERPRETING	COURT INTERPRETER 07/25	08/28/2025	08/29/2025		88.50
Vendor DBA 2282 - INTERLINGUAL INTERPRETING Total:					88.50
Vendor DBA: T1448 -					
JACK JONES	WITNESS FEES	09/03/2025	09/04/2025		10.00
Vendor DBA T1448 - JACK JONES Total:					10.00
Vendor DBA: 2786 -					
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	08/27/2025	08/29/2025		2,758.20
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	08/27/2025	08/29/2025		334.95
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	08/27/2025	08/29/2025		3,402.30
Vendor DBA 2786 - JAY C HINKEL, ATTORNEY AT LAW Total:					6,495.45
Vendor DBA: 0091 -					
JOHNSON CONTROLS FIRE PR...	FIRE ALARM TESTING	08/28/2025	08/29/2025		885.96
Vendor DBA 0091 - JOHNSON CONTROLS FIRE PROTECTI Total:					885.96
Vendor DBA: 1665 -					
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC	09/03/2025	09/04/2025		923.00
Vendor DBA 1665 - JOY K WILLIAMS, ATTY AT LAW Total:					923.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0196 -					
K P E R S	KP&F	08/28/2025	08/28/2025		11,682.17
K P E R S	KPERS 1	08/28/2025	08/28/2025		1,074.05
K P E R S	KPERS 1	08/28/2025	08/28/2025		447.52
K P E R S	KPERS 1	08/28/2025	08/28/2025		372.52
K P E R S	KPERS 1	08/28/2025	08/28/2025		395.60
K P E R S	KPERS 2	08/28/2025	08/28/2025		1,984.88
K P E R S	KPERS 2	08/28/2025	08/28/2025		331.69
K P E R S	KPERS 3	08/28/2025	08/28/2025		7,270.13
K P E R S	KPERS 3	08/28/2025	08/28/2025		1,025.68
K P E R S	KPERS 3	08/28/2025	08/28/2025		1,699.18
Vendor DBA 0196 - K P E R S Total:					26,283.42
Vendor DBA: 1642 -					
KANSAS DEPT OF HEALTH & E...	C20 1959-01:SEWER LOAN DE...	09/03/2025	09/04/2025		13,105.61
KANSAS DEPT OF HEALTH & E...	C20 1959-01:SEWER LOAN DE...	09/03/2025	09/04/2025		2,416.10
KANSAS DEPT OF HEALTH & E...	C20 1959-01:SEWER LOAN DE...	09/03/2025	09/04/2025		323.01
Vendor DBA 1642 - KANSAS DEPT OF HEALTH & ENVIRONMENT Total:					15,844.72
Vendor DBA: 0199 -					
KANSAS DEPT OF REV:SALES T...	07/25 SALES TAX	09/05/2025	09/02/2025		1,269.62
Vendor DBA 0199 - KANSAS DEPT OF REV:SALES TAX Total:					1,269.62
Vendor DBA: 0197 -					
KANSAS DEPT OF REVENUE	KS STATE W/H	08/28/2025	08/28/2025		4,751.19
KANSAS DEPT OF REVENUE	KS STATE W/H	08/28/2025	08/28/2025		115.13
KANSAS DEPT OF REVENUE	KS STATE W/H	08/28/2025	08/28/2025		418.07
KANSAS DEPT OF REVENUE	KS STATE W/H	08/28/2025	08/28/2025		563.43
Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:					5,847.82
Vendor DBA: 0274 -					
KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/MAINTEN...	08/28/2025	08/29/2025		101.79
KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/MAINTEN...	08/28/2025	08/29/2025		147.42
Vendor DBA 0274 - KANSAS GOLF & TURF, INC Total:					249.21
Vendor DBA: 0884 -					
KANSAS LAND TIRE/ MCWHO...	VEHICLE REPAIR/MAINT	09/04/2025	09/04/2025		238.22
Vendor DBA 0884 - KANSAS LAND TIRE/ MCWHORTER'S TIRE & SERVICE Total:					238.22
Vendor DBA: 0074 -					
KANSAS STATE TREASURER	COURT FEES	08/28/2025	08/29/2025		167.58
KANSAS STATE TREASURER	COURT FEES	08/28/2025	08/29/2025		994.96
KANSAS STATE TREASURER	COURT FEES	08/28/2025	08/29/2025		278.70
KANSAS STATE TREASURER	COURT FEES	08/28/2025	08/29/2025		49.60
KANSAS STATE TREASURER	COURT FEES	08/28/2025	08/29/2025		1,110.39
KANSAS STATE TREASURER	COURT FEES	08/28/2025	08/29/2025		20.00
KANSAS STATE TREASURER	COURT FEES	08/28/2025	08/29/2025		11.19
Vendor DBA 0074 - KANSAS STATE TREASURER Total:					2,632.42
Vendor DBA: 0516 -					
KDHE - KANSAS DEPT OF HEAL...	1ST QTR 2025-ANALYTICAL SE...	08/27/2025	08/29/2025		600.00
KDHE - KANSAS DEPT OF HEAL...	2ND QTR. 2025 ANALYTICAL S...	08/27/2025	08/29/2025		600.00
Vendor DBA 0516 - KDHE - KANSAS DEPT OF HEALTH & ENVIRONMENT Total:					1,200.00
Vendor DBA: 1392 -					
LAUTZ LAW LLC	COURT APPT. ATTY SERVICES	08/27/2025	08/29/2025		225.00
LAUTZ LAW LLC	COURT APPT. ATTY SERVICES	08/27/2025	08/29/2025		450.00
LAUTZ LAW LLC	COURT APPT. ATTY SERVICES	08/27/2025	08/29/2025		225.00
LAUTZ LAW LLC	COURT APPT. ATTY SERVICES	08/27/2025	08/29/2025		200.00
LAUTZ LAW LLC	COURT APPT. ATTY SERVICES	08/27/2025	08/29/2025		225.00
Vendor DBA 1392 - LAUTZ LAW LLC Total:					1,325.00
Vendor DBA: 2710 -					
MARIA SCHROCK	TRAINING/CONFERENCES	09/04/2025	09/04/2025		397.80
Vendor DBA 2710 - MARIA SCHROCK Total:					397.80

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Vendor DBA: 0264 -					
MARTY A HESS	YOGA INSTRUCTOR	09/03/2025	09/04/2025		120.00
Vendor DBA 0264 - MARTY A HESS Total:					120.00
Vendor DBA: 1925 -					
MERIDIAN ANALYTICAL LABS,L...	STORMWATER SAMPLE ANAL...	08/28/2025	08/29/2025		790.00
Vendor DBA 1925 - MERIDIAN ANALYTICAL LABS,LLC Total:					790.00
Vendor DBA: 2395 -					
NORTHRIDGE SAND/NORTHRI...	SAND DEL.-PUBLIC GROUNDS ...	09/04/2025	09/04/2025		1,288.80
Vendor DBA 2395 - NORTHRIDGE SAND/NORTHRIDGE TRUCKING Total:					1,288.80
Vendor DBA: 1345 -					
OREILLY AUTO PARTS	VEH/EQUIP REPAIRS/MAINT	09/03/2025	09/04/2025		34.58
Vendor DBA 1345 - OREILLY AUTO PARTS Total:					34.58
Vendor DBA: 2369 -					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	08/29/2025	08/29/2025		368.81
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	09/05/2025	09/05/2025		1,188.30
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					1,557.11
Vendor DBA: 2324 -					
PROFESSIONAL ENGINEERING...	BEL AIRE-2025 ST. MAINT. PR...	08/27/2025	08/29/2025		26,128.54
PROFESSIONAL ENGINEERING...	BEL AIRE-LAKES ADDITION CO...	08/27/2025	08/29/2025	005-8860	2,397.32
PROFESSIONAL ENGINEERING...	BEL AIRE-LAKES ADDITION CO...	08/27/2025	08/29/2025	005-8861	2,397.33
PROFESSIONAL ENGINEERING...	BEL AIRE LAKES ADD. PH. 2 CO...	08/27/2025	08/29/2025	005-8862	3,218.12
PROFESSIONAL ENGINEERING...	BEL AIRE LAKES ADD. PH. 2 CO...	08/27/2025	08/29/2025	005-8863	3,218.13
PROFESSIONAL ENGINEERING...	BEL AIRE BASE MONTHLY SERV..	08/27/2025	08/29/2025		10,000.00
Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:					47,359.44
Vendor DBA: 0441 -					
RUSTY ECK FORD	VEHICLE PARTS	08/28/2025	08/29/2025		102.61
Vendor DBA 0441 - RUSTY ECK FORD Total:					102.61
Vendor DBA: 1899 - SCKACS					
SCKACS	COURT SERVICES OFFICER	08/28/2025	08/29/2025		400.00
Vendor DBA 1899 - SCKACS Total:					400.00
Vendor DBA: 0392 - SIGNS NOW #124					
SIGNS NOW #124	POOL & EAGLE LAKE SIGNS	09/03/2025	09/04/2025		574.69
Vendor DBA 0392 - SIGNS NOW #124 Total:					574.69
Vendor DBA: 0707 - SITEONE LANDSCAPE SUPPLY					
SITEONE LANDSCAPE SUPPLY	GRASS SEED/PLANTING SUPPL...	09/03/2025	09/04/2025		766.21
Vendor DBA 0707 - SITEONE LANDSCAPE SUPPLY Total:					766.21
Vendor DBA: 1540 - SOD SHOP					
SOD SHOP	LARGE ROCK-CENTRAL PARK	09/03/2025	09/04/2025		1,928.00
Vendor DBA 1540 - SOD SHOP Total:					1,928.00
Vendor DBA: 1953 -					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	08/28/2025	08/29/2025		214.24
Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:					214.24
Vendor DBA: 0369 -					
TERESA WADE	TKW INSTRUCTOR	09/03/2025	09/04/2025		160.00
Vendor DBA 0369 - TERESA WADE Total:					160.00
Vendor DBA: T0236 -					
TOM SCHMITZ	TRAINING/CONFERENCES	09/04/2025	09/04/2025		711.95
Vendor DBA T0236 - TOM SCHMITZ Total:					711.95
Vendor DBA: 0903 -					
TRIPLETT, WOOLF, GARRETSON...	LEGAL SERVICES	08/26/2025	08/29/2025		43,469.50
Vendor DBA 0903 - TRIPLETT, WOOLF, GARRETSON, LLC/TWG Total:					43,469.50
Vendor DBA: 2839 -					
UMB - PCARD	Merchandise TSF or Dist.	08/27/2025	08/27/2025		58.98
UMB - PCARD	Training/Conferences	08/27/2025	08/27/2025		890.00
UMB - PCARD	Training/Conferences	08/27/2025	08/27/2025		325.00

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UMB - PCARD	Training/Conferences	08/27/2025	08/27/2025		1,050.00
UMB - PCARD	Merchandise for TSF or Dist.	08/27/2025	08/27/2025		75.00
UMB - PCARD	Professional Dues & Members...	08/27/2025	08/27/2025		175.00
UMB - PCARD	PROFESSIONAL DUES/MEMBE...	08/27/2025	08/27/2025		299.00
UMB - PCARD	Community Relations/Events	08/27/2025	08/27/2025		26.43
UMB - PCARD	Office Supplies	08/27/2025	08/27/2025		49.83
UMB - PCARD	Office Supplies	08/27/2025	08/27/2025		16.78
UMB - PCARD	Office Supplies	08/27/2025	08/27/2025		56.26
UMB - PCARD	Office Supplies	08/27/2025	08/27/2025		28.99
UMB - PCARD	Office Equipment	08/27/2025	08/27/2025		18.00
UMB - PCARD	Contractual & Advertising & ...	08/27/2025	08/27/2025		97.74
UMB - PCARD	Hotel & Travel	08/27/2025	08/27/2025		35.16
UMB - PCARD	Training/Conferences	08/27/2025	08/27/2025		25.64
UMB - PCARD	Office Supplies	08/27/2025	08/27/2025		25.99
UMB - PCARD	Office Supplies	08/27/2025	08/27/2025		42.78
UMB - PCARD	Office Supplies	08/27/2025	08/27/2025		21.07
UMB - PCARD	Office Supplies	08/27/2025	08/27/2025		4.20
UMB - PCARD	Office Equipment	08/27/2025	08/27/2025		142.49
UMB - PCARD	Office Equipment	08/27/2025	08/27/2025		279.98
UMB - PCARD	IT-Computers & Equipment	08/27/2025	08/27/2025		27.99
UMB - PCARD	IT-Computers & Equipment	08/27/2025	08/27/2025		69.99
UMB - PCARD	Training/Conferences	08/27/2025	08/27/2025		21.31
UMB - PCARD	Training/Conferences	08/27/2025	08/27/2025		18.00
UMB - PCARD	Training/Conferences	08/27/2025	08/27/2025		4.00
UMB - PCARD	Refunds	08/27/2025	08/27/2025		-109.98
UMB - PCARD	Refunds	08/27/2025	08/27/2025		-25.99
UMB - PCARD	Refunds	08/27/2025	08/27/2025		-25.64
UMB - PCARD	Refunds	08/27/2025	08/27/2025		-21.07
UMB - PCARD	IT-Computers & Equipment	08/27/2025	08/27/2025		269.90
UMB - PCARD	Uniforms & Clothing	08/27/2025	08/27/2025		294.72
UMB - PCARD	Uniforms/Clothing	08/27/2025	08/27/2025		143.21
UMB - PCARD	Uniforms/Clothing	08/27/2025	08/27/2025		130.81
UMB - PCARD	IT-Computers & Equipment	08/27/2025	08/27/2025		269.90
UMB - PCARD	Publications/Printing	08/27/2025	08/27/2025		303.66
UMB - PCARD	Cleaning Supplies	08/27/2025	08/27/2025		3.18
UMB - PCARD	Office Supplies	08/27/2025	08/27/2025		137.37
UMB - PCARD	Uniforms/Clothing	08/27/2025	08/27/2025		14.95
UMB - PCARD	Uniforms/Clothing	08/27/2025	08/27/2025		39.99
UMB - PCARD	Training/Conferences	08/27/2025	08/27/2025		250.00
UMB - PCARD	Training/Conferences	08/27/2025	08/27/2025		100.94
UMB - PCARD	Training/Conferences	08/27/2025	08/27/2025		250.00
UMB - PCARD	Credit -Vehicle Repair/Mainte...	08/27/2025	08/27/2025		-150.00
UMB - PCARD	Vehicle Repair/Maintenance	08/27/2025	08/27/2025		10.00
UMB - PCARD	Vehicle Repair/Maintenance	08/27/2025	08/27/2025		10.00
UMB - PCARD	Vehicle Repair/Maintenance	08/27/2025	08/27/2025		10.00
UMB - PCARD	Vehicle Repair/Maintenance	08/27/2025	08/27/2025		10.00
UMB - PCARD	Vehicle Repair/Maintenance	08/27/2025	08/27/2025		10.00
UMB - PCARD	Vehicle Repair/Maintenance	08/27/2025	08/27/2025		10.00
UMB - PCARD	Vehicle Repair/Maintenance	08/27/2025	08/27/2025		10.00
UMB - PCARD	Vehicle Repair/Maintenance	08/27/2025	08/27/2025		10.00
UMB - PCARD	Vehicle Repair/Maintenance	08/27/2025	08/27/2025		10.00
UMB - PCARD	Pool Concessions	08/27/2025	08/27/2025		97.42
UMB - PCARD	Pool Concessions	08/27/2025	08/27/2025		156.28
UMB - PCARD	MDSE TSF or Dist.	08/27/2025	08/27/2025		56.97
UMB - PCARD	Training/Conferences	08/27/2025	08/27/2025		34.47
UMB - PCARD	Recreational Equip & Supplies	08/27/2025	08/27/2025		30.88
UMB - PCARD	Community Relations/Events	08/27/2025	08/27/2025		328.50
UMB - PCARD	Community Relations/ Events	08/27/2025	08/27/2025		297.00
UMB - PCARD	Community Relations/Events	08/27/2025	08/27/2025		65.70
UMB - PCARD	Community Relations/ Events	08/27/2025	08/27/2025		30.00

AP ORDINANCE

Payment D

Section VII, Item A.

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
UMB - PCARD	Signs, Materials, Supplies	08/27/2025	08/27/2025		80.85
UMB - PCARD	Signs, Materials, Supplies	08/27/2025	08/27/2025		11.95
UMB - PCARD	Signs, Materials, Supplies	08/27/2025	08/27/2025		53.09
UMB - PCARD	Recreational Equip & Supplies	08/27/2025	08/27/2025		130.38
UMB - PCARD	Recreational Equip/Supply	08/27/2025	08/27/2025		261.00
UMB - PCARD	Recreational Equip/Supply	08/27/2025	08/27/2025		86.00
UMB - PCARD	Recreational Equip/Supply	08/27/2025	08/27/2025		82.35
UMB - PCARD	Recreational Equip & Supplies	08/27/2025	08/27/2025		14.68
UMB - PCARD	Recreational Equip/Supply	08/27/2025	08/27/2025		78.43
UMB - PCARD	Recreational Equip/Supply	08/27/2025	08/27/2025		18.35
UMB - PCARD	Recreational Equip/Supply	08/27/2025	08/27/2025		15.00
UMB - PCARD	Recreational Equip & Supplies	08/27/2025	08/27/2025		15.96
UMB - PCARD	Recreational Equip & Supplies	08/27/2025	08/27/2025		162.96
UMB - PCARD	Contractual & Advertising & ...	08/27/2025	08/27/2025		13.95
UMB - PCARD	Office Supplies	08/27/2025	08/27/2025		68.98
UMB - PCARD	Recreational Concessions	08/27/2025	08/27/2025		143.74
UMB - PCARD	MDSE TSF or Dist.	08/27/2025	08/27/2025		131.48
UMB - PCARD	Minor Equip: Tools, Elect	08/27/2025	08/27/2025		71.99
UMB - PCARD	Recreational Equipment & Su...	08/27/2025	08/27/2025		143.99
UMB - PCARD	Chemicals	08/27/2025	08/27/2025		356.00
UMB - PCARD	Chemicals	08/27/2025	08/27/2025		490.00
UMB - PCARD	Minor Equip: Tools, Elect	08/27/2025	08/27/2025		57.91
UMB - PCARD	Construction Material/Supply	08/27/2025	08/27/2025		49.97
UMB - PCARD	Vehicle Repair/Maintenance	08/27/2025	08/27/2025		10.00
UMB - PCARD	Office Supplies	08/27/2025	08/27/2025		42.71
UMB - PCARD	Office Supplies	08/27/2025	08/27/2025		56.67
UMB - PCARD	Construction Materials/Suppli...	08/27/2025	08/27/2025		336.24
UMB - PCARD	Vehicle Repair/Maintenance	08/27/2025	08/27/2025		10.00
UMB - PCARD	Vehicle Repair/Maintenance	08/27/2025	08/27/2025		10.00
UMB - PCARD	Safety Equip & Supplies	08/27/2025	08/27/2025		118.41
UMB - PCARD	Community Relations/Events	08/27/2025	08/27/2025		11.95
UMB - PCARD	Community Relations Event	08/27/2025	08/27/2025		8.48
UMB - PCARD	Training/Conferences	08/27/2025	08/27/2025		44.99
UMB - PCARD	Minor Equip: Tools, Elect.	08/27/2025	08/27/2025		24.63
UMB - PCARD	Community Relations/Events	08/27/2025	08/27/2025		11.95
UMB - PCARD	Community Relations Event	08/27/2025	08/27/2025		8.47
UMB - PCARD	Cleaning Supplies	08/27/2025	08/27/2025		681.08
UMB - PCARD	Training/Conferences	08/27/2025	08/27/2025		45.00
UMB - PCARD	Minor Equip: Tools, Elect.	08/27/2025	08/27/2025		139.36
UMB - PCARD	Minor Equip & Tools	08/27/2025	08/27/2025		14.94
Vendor DBA 2839 - UMB - PCARD Total:					11,062.67

Vendor DBA: 0644 -

UNION PACIFIC RAILROAD C...	ROADWAY MAINTENANCE	09/04/2025	09/04/2025		2,200.00
Vendor DBA 0644 - UNION PACIFIC RAILROAD COMPANY Total:					2,200.00

Vendor DBA: 0177 -

USA BLUE BOOK-HD SUPPLY I...	WATER TESTING SUPPLIES	08/28/2025	08/29/2025		774.59
USA BLUE BOOK-HD SUPPLY I...	WATER TESTING SUPPLIES	08/28/2025	08/29/2025		595.81
USA BLUE BOOK-HD SUPPLY I...	WATER TESTING SUPPLIES	08/28/2025	08/29/2025		3,687.01
Vendor DBA 0177 - USA BLUE BOOK-HD SUPPLY INC Total:					5,057.41

Vendor DBA: 2286 -

UTILITY MAINTENANCE CONT...	BATTIN WATER MAIN REPLAC...	08/27/2025	08/29/2025		13,230.00
UTILITY MAINTENANCE CONT...	KRUEGER/HARDING WTR MA...	08/27/2025	08/29/2025		74,707.02
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/03/2025	09/04/2025		4,755.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/03/2025	09/04/2025		4,335.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/03/2025	09/04/2025		4,700.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/03/2025	09/04/2025		4,545.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/03/2025	09/04/2025		2,890.00
Vendor DBA 2286 - UTILITY MAINTENANCE CONTRACTOR Total:					109,162.02

AP ORDINANCE

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Section VII, Item A.

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0989 -					
VERIZON	CELL PHONE SERVICE	08/29/2025	09/02/2025		299.33
VERIZON	CELL PHONE SERVICE	08/29/2025	09/02/2025		41.52
VERIZON	CELL PHONE SERVICE	08/29/2025	09/02/2025		720.19
VERIZON	CELL PHONE SERVICE	08/29/2025	09/02/2025		24.34
VERIZON	CELL PHONE SERVICE	08/29/2025	09/02/2025		24.34
VERIZON	CELL PHONE SERVICE	08/29/2025	09/02/2025		244.59
VERIZON	CELL PHONE SERVICE	08/29/2025	09/02/2025		135.89
VERIZON	CELL PHONE SERVICE	08/29/2025	09/02/2025		209.68
VERIZON	CELL PHONE SERVICE	08/29/2025	09/02/2025		135.90
Vendor DBA 0989 - VERIZON Total:					1,835.78
Vendor DBA: 2964 -					
WICHITA GYMNASTICS	INSTRUCTORS	09/03/2025	09/04/2025		101.50
Vendor DBA 2964 - WICHITA GYMNASTICS Total:					101.50
Vendor DBA: 1849 - WRIGHT EXPRESS FSC					
WRIGHT EXPRESS FSC	FLEET FUEL	09/04/2025	09/04/2025		2,576.16
WRIGHT EXPRESS FSC	FLEET FUEL	09/04/2025	09/04/2025		91.83
WRIGHT EXPRESS FSC	FLEET FUEL	09/04/2025	09/04/2025		203.50
WRIGHT EXPRESS FSC	FLEET FUEL	09/04/2025	09/04/2025		38.76
WRIGHT EXPRESS FSC	FLEET FUEL	09/04/2025	09/04/2025		199.72
WRIGHT EXPRESS FSC	FLEET FUEL	09/04/2025	09/04/2025		163.26
WRIGHT EXPRESS FSC	FLEET FUEL	09/04/2025	09/04/2025		237.71
Vendor DBA 1849 - WRIGHT EXPRESS FSC Total:					3,510.94
Grand Total:					432,838.70

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	154,190.16
200 - Special Street & Highway	2,731.71
320 - Capital Projects Fund 2	11,230.90
520 - Water Utility	174,853.89
530 - Sewer Utility	62,913.50
550 - Stormwater Utility	26,918.54
Grand Total:	432,838.70

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,912.38
100-000-000-2016	SOCIAL SECURITY PAYAB...	12,683.08
100-000-000-2018	MEDICARE PAYABLE	2,966.24
100-000-000-2020	STATE TAX PAYABLE	4,751.19
100-000-000-2022	KPERS 1 PAYABLE	1,074.05
100-000-000-2024	KPERS 2 PAYABLE	1,984.88
100-000-000-2026	KPERS 3 PAYABLE	7,270.13
100-000-000-2028	KP&F PAYABLE	11,682.17
100-000-000-2034	457 DEFERRED COMP P...	1,152.00
100-000-000-2036	AFLAC ACCIDENT PAYAB...	514.68
100-000-000-2056	DENTAL INS PAYABLE	2,070.40
100-000-000-2062	FSA HEALTH PAYABLE	1,557.11
100-000-000-2076	COURT REINST FIXED FEE...	167.58
100-000-000-2078	COURT REINST FEE PAY...	994.96
100-000-000-2080	COURT JUDICIAL DOCKET...	278.70
100-000-000-2082	COURT JUDICIAL EDUCAT...	49.60
100-000-000-2084	COURT KLETC FEE PAYAB...	1,110.39
100-000-000-2088	COURT SEAT BELT SAFET...	20.00
100-000-000-2092	COURT STATE DUI FEE P...	11.19
100-100-110-6008	PROFESSIONAL DUES/M...	120.00
100-100-110-6038	MERCHANDISE TSF OR D...	58.98
100-100-110-6046	TRAINING/CONFERENCES	890.00
100-100-110-7024	CONTRACTUAL SERVICES	405.45
100-100-110-7046	COMMUNICATION SERV...	299.33
100-100-110-7804	LEGAL SERVICES	45,669.50
100-100-130-7032	ENGINEERING SERVICES -...	10,000.00
100-100-140-6046	TRAINING/CONFERENCES	1,375.00
100-100-150-6038	MERCHANDISE TSF OR D...	75.00
100-100-150-6048	HOTEL & TRAVEL	1,426.70
100-100-160-6008	PROFESSIONAL DUES/M...	474.00
100-100-160-6010	COMMUNITY RELATION...	26.43
100-100-160-6014	OFFICE SUPPLIES	151.86
100-100-160-6018	OFFICE EQUIPMENT	18.00
100-100-160-6030	ADVERTISING & MARKET...	97.74
100-100-160-6048	HOTEL & TRAVEL	35.16
100-100-160-7046	COMMUNICATION SERV...	41.52
100-100-170-6014	OFFICE SUPPLIES	119.68
100-100-170-6018	OFFICE EQUIPMENT	422.47
100-100-170-6020	IT - COMPUTERS AND E...	97.98
100-100-170-6046	TRAINING/CONFERENCES	43.31
100-100-170-6048	HOTEL & TRAVEL	397.80
100-100-170-7700	REFUNDS	-182.68
100-100-170-7804	LEGAL SERVICES	6,495.45
100-120-240-6020	IT - COMPUTERS AND E...	269.90
100-120-240-6040	UNIFORMS/CLOTHING	568.74
100-120-240-7024	CONTRACTUAL SERVICES	90.00
100-120-240-7026	COURT APPT ATTY/INVE...	1,325.00

Account Summary

Account Number	Account Name	Payment Amount
100-120-240-7804	LEGAL SERVICES	1,431.50
100-120-250-6020	IT - COMPUTERS AND E...	269.90
100-120-250-6028	PUBLICATIONS/PRINTING	303.66
100-120-250-6034	CLEANING SUPPLIES	140.55
100-120-250-6040	UNIFORMS/CLOTHING	54.94
100-120-250-6046	TRAINING/CONFERENCES	600.94
100-120-250-6056	PETROLEUM PRODUCTS	2,576.16
100-120-250-6604	VEHICLE/EQUIP SUPPLIE...	87.59
100-120-250-7024	CONTRACTUAL SERVICES	120.00
100-120-250-7046	COMMUNICATION SERV...	720.19
100-130-330-6022	POOL CONCESSIONS	253.70
100-130-330-6038	MERCHANDISE TSF OR D...	56.97
100-130-330-6046	TRAINING/CONFERENCES	34.47
100-130-330-6400	RECREATIONAL EQUIP/S...	30.88
100-130-330-7048	UTILITIES	538.57
100-130-340-6010	COMMUNITY RELATION...	721.20
100-130-340-6104	SIGNS, MATERIAL/SUPPL...	145.89
100-130-340-6400	RECREATIONAL EQUIP/S...	865.11
100-130-340-7024	CONTRACTUAL SERVICES	13.95
100-130-350-6014	OFFICE SUPPLIES	68.98
100-130-350-6022	REC CONCESSIONS	143.74
100-130-350-6028	PUBLICATIONS/PRINTING	66.91
100-130-350-6038	MERCHANDISE TSF OR D...	131.48
100-130-350-6054	MINOR EQUIP: TOOLS,E...	71.99
100-130-350-6056	PETROLEUM PRODUCTS	91.83
100-130-350-6400	RECREATIONAL EQUIP/S...	143.99
100-130-350-7024	CONTRACTUAL SERVICES	225.00
100-130-350-7036	INSTRUCTORS	381.50
100-130-350-7046	COMMUNICATION SERV...	24.34
100-130-350-7048	UTILITIES	994.99
100-130-360-6010	COMMUNITY RELATION...	150.00
100-140-440-7022	MOWING SERVICES	400.00
100-150-510-6004	CHEMICALS	846.00
100-150-510-6040	UNIFORMS/CLOTHING	252.34
100-150-510-6054	MINOR EQUIP: TOOLS,E...	401.98
100-150-510-6100	CONSTRUCTION MATER...	1,977.97
100-150-510-6104	SIGNS, MATERIAL/SUPPL...	574.69
100-150-510-6604	VEHICLE/EQUIP SUPPLIE...	238.22
100-150-510-7024	CONTRACTUAL SERVICES	19.50
100-150-510-7046	COMMUNICATION SERV...	24.34
100-150-510-7048	UTILITIES	893.04
100-150-510-8010	PUBLIC GROUNDS IMPR...	2,055.01
100-160-610-6056	PETROLEUM PRODUCTS	203.50
100-160-610-6602	VEHICLE/EQUIPMENT M...	10.00
100-160-610-7024	CONTRACTUAL SERVICES	90.00
100-160-610-7046	COMMUNICATION SERV...	244.59
100-190-910-6014	OFFICE SUPPLIES	99.38
100-190-910-6034	CLEANING SUPPLIES	1,216.24
100-190-910-6056	PETROLEUM PRODUCTS	38.76
100-190-910-6100	CONSTRUCTION MATER...	336.24
100-190-910-6604	VEHICLE/EQUIP SUPPLIE...	20.00
100-190-910-7024	CONTRACTUAL SVCS	1,100.20
100-190-910-7046	COMMUNICATION SERV...	150.00
100-190-910-7048	UTILITIES	2,474.19
200-000-000-2014	FEDERAL TAX PAYABLE	205.97
200-000-000-2016	SOCIAL SECURITY PAYAB...	353.78
200-000-000-2018	MEDICARE PAYABLE	82.74
200-000-000-2020	STATE TAX PAYABLE	115.13

Account Summary

Account Number	Account Name	Payment Amount
200-000-000-2022	KPERS 1 PAYABLE	447.52
200-000-000-2036	AFLAC ACCIDENT PAYAB...	138.08
200-210-200-6036	SAFETY EQUIP & SUPPLI...	118.41
200-210-200-6040	UNIFORMS/CLOTHING	127.01
200-210-200-6054	MINOR EQUIP: TOOLS,E...	94.86
200-210-200-6056	PETROLEUM PRODUCTS	199.72
200-210-200-6104	SIGNS, MATERIAL/SUPPL...	64.66
200-210-200-7024	CONTRACTUAL SERVICES	11.70
200-210-200-7040	STREET LIGHTING	204.42
200-210-200-7046	COMMUNICATION SERV...	135.89
200-210-200-7048	UTILITIES	431.82
320-320-320-8860	INSPECTION - WATER	2,397.32
320-320-320-8861	INSPECTION - SEWER	2,397.33
320-320-320-8862	INSPECTION - PAVING	3,218.12
320-320-320-8863	INSPECTION - DRAINAGE	3,218.13
520-000-000-2014	FEDERAL TAX PAYABLE	520.98
520-000-000-2016	SOCIAL SECURITY PAYAB...	1,227.38
520-000-000-2018	MEDICARE PAYABLE	287.14
520-000-000-2020	STATE TAX PAYABLE	418.07
520-000-000-2022	KPERS 1 PAYABLE	372.52
520-000-000-2024	KPERS 2 PAYABLE	331.69
520-000-000-2026	KPERS 3 PAYABLE	1,025.68
520-000-000-2036	AFLAC ACCIDENT PAYAB...	131.04
520-000-000-2056	DENTAL INS PAYABLE	637.14
520-210-520-2006	STATE SALES TAX COLLE...	1,269.62
520-210-520-6010	COMMUNITY RELATION...	20.43
520-210-520-6028	PUBLICATIONS/PRINTING	917.10
520-210-520-6040	UNIFORMS/CLOTHING	493.08
520-210-520-6046	TRAINING/CONFERENCES	44.99
520-210-520-6054	MINOR EQUIP: TOOLS,E...	119.49
520-210-520-6056	PETROLEUM PRODUCTS	163.26
520-210-520-6500	WATER SYSTEM SUPPLIES	1,249.82
520-210-520-6802	WATER SYSTEM MAINT/...	114,219.43
520-210-520-7024	CONTRACTUAL SERVICES	113.40
520-210-520-7026	WATER SAMPLING/TEST...	1,200.00
520-210-520-7046	COMMUNICATION SERV...	209.68
520-210-520-7048	UTILITIES	860.53
520-210-520-7060	WATER TREATMENT OP...	49,021.42
530-000-000-2014	FEDERAL TAX PAYABLE	1,054.45
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,506.76
530-000-000-2018	MEDICARE PAYABLE	352.30
530-000-000-2020	STATE TAX PAYABLE	563.43
530-000-000-2022	KPERS 1 PAYABLE	395.60
530-000-000-2026	KPERS 3 PAYABLE	1,699.18
530-000-000-2056	DENTAL INS PAYABLE	451.95
530-210-530-6010	COMMUNITY RELATION...	20.42
530-210-530-6028	PUBLICATIONS	783.27
530-210-530-6034	CLEANING SUPPLIES	681.08
530-210-530-6040	UNIFORMS/CLOTHING	260.10
530-210-530-6046	TRAINING/CONFERENCES	45.00
530-210-530-6054	MINOR EQUIP: TOOLS,E...	249.16
530-210-530-6056	PETROLEUM PRODUCTS	237.71
530-210-530-6602	VEH/EQUIP REPAIRS & ...	34.58
530-210-530-6806	LIFT STATION OPERATIO...	1,737.52
530-210-530-7024	CONTRACTUAL SERVICES	113.40
530-210-530-7046	COMMUNICATION SERV...	135.90
530-210-530-7048	UTILITIES	516.64
530-210-530-7052	SEWER TREATMENT OP...	36,230.33

Account Summary

Account Number	Account Name	Payment Amount
530-210-530-8700	DEBT SERVICE PRINCIPAL	13,105.61
530-210-530-8702	DEBT SERVICE INTEREST	2,416.10
530-210-530-8704	DEBT SERVICE FISCAL FE...	323.01
550-550-550-7024	CONTRACTUAL SERVICES	26,128.54
550-550-550-7026	STORMWATER SAMPLI...	790.00
Grand Total:		432,838.70

Project Account Summary

Project Account Key	Payment Amount
None	421,607.80
005-8860	2,397.32
005-8861	2,397.33
005-8862	3,218.12
005-8863	3,218.13
Grand Total:	432,838.70



City of Bel Aire, KS

Payroll Check Register

Section VII, Item A.

Report Summary

Pay Period: 8/9/2025-8/22/2025

Packet: PYPKT00194 - PY 8.9-8.22.25: PAID 8.28.25
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	83	92,874.40
Total	83	92,874.40

Approved 9/10/25
AP ORD 25-17 total Expenses: \$525,713.10
Special Assessment Project Costs: \$11,230.90

Barry Smith



City of Bel Aire, KS

Section VII, Item B.
APPROPRIATION
By Vendor DBA

Payment Dates 9/10/2025 - 9/30/2025

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 2122 -					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	09/24/2025	09/25/2025		19.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	09/24/2025	09/25/2025		11.70
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	09/24/2025	09/25/2025		23.40
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	09/24/2025	09/25/2025		23.40
Vendor DBA 2122 - AIR CAPITOL EXTERMINATING Total:					78.00
Vendor DBA: 2935 -					
AMBER PEREZ	RESTITUTION	09/22/2025	09/25/2025		72.88
Vendor DBA 2935 - AMBER PEREZ Total:					72.88
Vendor DBA: 2790 -					
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYMENT SCREENING	09/17/2025	09/19/2025		35.00
Vendor DBA 2790 - ARC PHYSICAL THERAPY PLUS Total:					35.00
Vendor DBA: 0055 - ARK VALLEY NEWS					
ARK VALLEY NEWS	PUBLICATIONS	09/18/2025	09/19/2025		94.08
ARK VALLEY NEWS	BREEZE AD	09/18/2025	09/19/2025		500.00
ARK VALLEY NEWS	PUBLICATIONS	09/18/2025	09/19/2025	027-6028	377.60
Vendor DBA 0055 - ARK VALLEY NEWS Total:					971.68
Vendor DBA: 0054 - AT&T GLOBAL NETWORK					
AT&T GLOBAL NETWORK	INTERNET BACKUP	09/25/2025	09/27/2025		150.00
Vendor DBA 0054 - AT&T GLOBAL NETWORK Total:					150.00
Vendor DBA: 0472 -					
BEALL & MITCHELL, LLC	09/25 JUDGE TERRY BEALL/C...	09/16/2025	09/19/2025		1,237.98
Vendor DBA 0472 - BEALL & MITCHELL, LLC Total:					1,237.98
Vendor DBA: 1486 -					
BLUE CROSS & BLUE SHIELD O...	10/25 HEALTH INSURANCE	09/25/2025	09/19/2025		45,267.65
BLUE CROSS & BLUE SHIELD O...	10/25 TY'S HEALTH INSURANCE	09/25/2025	09/19/2025		1,474.81
BLUE CROSS & BLUE SHIELD O...	10/25 HEALTH INSURANCE	09/25/2025	09/19/2025		3,063.02
BLUE CROSS & BLUE SHIELD O...	10/25 HEALTH INSURANCE	09/25/2025	09/19/2025		6,770.88
BLUE CROSS & BLUE SHIELD O...	10/25 HEALTH INSURANCE	09/25/2025	09/19/2025		5,627.28
Vendor DBA 1486 - BLUE CROSS & BLUE SHIELD OF KS Total:					62,203.64
Vendor DBA: 2650 -					
BURNS & MCDONNELL ENGIN...	ENGINEERING SERVICES	09/16/2025	09/19/2025		4,125.00
Vendor DBA 2650 - BURNS & MCDONNELL ENGINEERING Total:					4,125.00
Vendor DBA: 3003 - CENTRAL EQUIPMENT					
CENTRAL EQUIPMENT	EQUIPMENT-NEW PW BLDG	09/16/2025	09/19/2025	029-8893	109,188.91
Vendor DBA 3003 - CENTRAL EQUIPMENT Total:					109,188.91
Vendor DBA: 2095 -					
CENTRAL MECHANICAL WICH...	REC-BRONZE-S AGREEMENT	09/24/2025	09/25/2025		575.48
CENTRAL MECHANICAL WICH...	CH-BRONZE-S-AGREEMENT	09/24/2025	09/25/2025		1,465.72
Vendor DBA 2095 - CENTRAL MECHANICAL WICHITA,LLC Total:					2,041.20
Vendor DBA: 1437 -					
CENTRAL SAND/FREMAR CORP	ROCK/SALT/SAND	09/23/2025	09/25/2025		178.76
CENTRAL SAND/FREMAR CORP	ROCK/SALT/SAND	09/23/2025	09/25/2025		178.76
CENTRAL SAND/FREMAR CORP	ROCK/SALT/SAND	09/23/2025	09/25/2025		178.76
CENTRAL SAND/FREMAR CORP	ROCK/SALT/SAND	09/23/2025	09/25/2025		178.76
CENTRAL SAND/FREMAR CORP	TOP SOIL	09/23/2025	09/25/2025		362.58
CENTRAL SAND/FREMAR CORP	TOP SOIL	09/23/2025	09/25/2025		362.59
CENTRAL SAND/FREMAR CORP	TOP SOIL	09/23/2025	09/25/2025		362.59
CENTRAL SAND/FREMAR CORP	TOP SOIL	09/23/2025	09/25/2025		362.59
Vendor DBA 1437 - CENTRAL SAND/FREMAR CORP Total:					2,165.39

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Vendor DBA: 0170 -					
CHISHOLM CREEK UTILITY AU...	08/25 CUA CONTINGENCY	09/16/2025	09/19/2025		3,000.00
CHISHOLM CREEK UTILITY AU...	08/25 CUA CONTINGENCY	09/16/2025	09/19/2025		2,820.00
Vendor DBA 0170 - CHISHOLM CREEK UTILITY AUTH. Total:					5,820.00
Vendor DBA: 0028 -					
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/09/2025	09/11/2025		78.21
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/09/2025	09/11/2025		39.37
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/09/2025	09/11/2025		152.82
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/09/2025	09/11/2025		80.62
CINTAS CORPORATION	PD MATS	09/09/2025	09/11/2025		40.00
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/09/2025	09/11/2025		78.21
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/09/2025	09/11/2025		39.37
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/09/2025	09/11/2025		152.82
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/09/2025	09/11/2025		80.62
CINTAS CORPORATION	PD MATS	09/09/2025	09/11/2025		40.00
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/17/2025	09/19/2025		70.97
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/17/2025	09/19/2025		35.72
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/17/2025	09/19/2025		138.66
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/17/2025	09/19/2025		73.15
CINTAS CORPORATION	PD MATS	09/17/2025	09/19/2025		40.00
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/22/2025	09/25/2025		78.00
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/22/2025	09/25/2025		39.26
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/22/2025	09/25/2025		152.42
CINTAS CORPORATION	PW UNIFORMS/TOWELS	09/22/2025	09/25/2025		80.40
CINTAS CORPORATION	PD MATS	09/22/2025	09/25/2025		40.00
Vendor DBA 0028 - CINTAS CORPORATION Total:					1,530.62
Vendor DBA: 2161 - COOPER LAW OFFICES					
COOPER LAW OFFICES	CRT APPOINTED ATTY SVC	09/16/2025	09/19/2025		200.00
Vendor DBA 2161 - COOPER LAW OFFICES Total:					200.00
Vendor DBA: 2062 -					
CORE & MAIN LP	WATER METER SUPPLIES	09/24/2025	09/25/2025		3,142.75
Vendor DBA 2062 - CORE & MAIN LP Total:					3,142.75
Vendor DBA: 0685 -					
COUNTRYSIDE LAWN & TREE ...	FERTILIZER	09/24/2025	09/25/2025		1,225.00
Vendor DBA 0685 - COUNTRYSIDE LAWN & TREE CARE Total:					1,225.00
Vendor DBA: 0050 -					
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	09/18/2025	09/16/2025		71.38
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	09/18/2025	09/16/2025		26.77
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	09/18/2025	09/16/2025		26.77
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	09/18/2025	09/16/2025		53.53
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	09/18/2025	09/16/2025		356.87
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	09/18/2025	09/16/2025		89.22
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	09/18/2025	09/16/2025		89.22
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	09/18/2025	09/16/2025		89.22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	09/18/2025	09/16/2025		63.66
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	09/18/2025	09/16/2025		63.66
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	09/18/2025	09/16/2025		63.67
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	09/18/2025	09/16/2025		63.66
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-REC	09/18/2025	09/16/2025		193.69
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-WAT	09/18/2025	09/14/2025		154.95
Vendor DBA 0050 - COX COMMUNICATIONS, INC Total:					1,495.49
Vendor DBA: 1798 -					
CRAFCO, INC	FIELD SUPPLIES	09/23/2025	09/25/2025		262.20
Vendor DBA 1798 - CRAFCO, INC Total:					262.20
Vendor DBA: 1978 -					
CRAIG A MCCOSKEY	CONTRACT MOWING	09/16/2025	09/19/2025		400.00
Vendor DBA 1978 - CRAIG A MCCOSKEY Total:					400.00

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Vendor DBA: T1406 -					
CROSSLAND CONSTRUCTION ...	CONSTRUCTION-PW BLDG	09/18/2025	09/19/2025	001-8886	780,461.10
CROSSLAND CONSTRUCTION ...	CONSTRUCTION-PW BLDG	09/18/2025	09/19/2025	001-8886	515,617.80
Vendor DBA T1406 - CROSSLAND CONSTRUCTION CO, INC. Total:					1,296,078.90
Vendor DBA: 0291 - CUMMINS SALES & SERVICE					
CUMMINS SALES & SERVICE	GENERATOR MAINTENANCE	09/10/2025	09/11/2025		1,781.47
Vendor DBA 0291 - CUMMINS SALES & SERVICE Total:					1,781.47
Vendor DBA: 0214 -					
DIGITAL OFFICE SYSTEMS - DOS PD COPIER OVERAGE		09/23/2025	09/25/2025		98.82
Vendor DBA 0214 - DIGITAL OFFICE SYSTEMS - DOS Total:					98.82
Vendor DBA: 0200 -					
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	09/16/2025	09/19/2025		35.72
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	09/16/2025	09/19/2025		35.72
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	09/16/2025	09/19/2025		35.72
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	09/16/2025	09/19/2025		35.72
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	09/16/2025	09/19/2025		35.72
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	09/16/2025	09/19/2025		17.86
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	09/16/2025	09/19/2025		17.88
Vendor DBA 0200 - DOCUPLEX,INC. Total:					214.34
Vendor DBA: 2367 -					
DOLLAR GENERAL #21238	RESTITUTION	09/22/2025	09/25/2025		26.85
Vendor DBA 2367 - DOLLAR GENERAL #21238 Total:					26.85
Vendor DBA: 0429 -					
DONDLINGER & SONS CONST...	53RD ST. BOX REPLACEMENT	09/18/2025	09/19/2025		8,591.20
Vendor DBA 0429 - DONDLINGER & SONS CONSTRUCTION Total:					8,591.20
Vendor DBA: 1846 -					
ELLIOTT ELECTRIC SUPPLY	STREET LIGHT FUSES	09/17/2025	09/19/2025		626.00
Vendor DBA 1846 - ELLIOTT ELECTRIC SUPPLY Total:					626.00
Vendor DBA: 1802 -					
EMPOWER RETIREMENT 457	457 CITY MANAGER	09/11/2025	09/11/2025		540.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	09/11/2025	09/11/2025		612.00
EMPOWER RETIREMENT 457	457 CITY MANAGER	09/25/2025	09/25/2025		540.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	09/25/2025	09/25/2025		612.00
Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:					2,304.00
Vendor DBA: 0077 -					
EVERGREEN RECYCLE	MULCH	09/23/2025	09/25/2025		90.00
Vendor DBA 0077 - EVERGREEN RECYCLE Total:					90.00
Vendor DBA: 0046 -					
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	09/18/2025	09/18/2025		30.40
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	09/01/2025	09/18/2025		57.70
EVERGY KANSAS CENTRAL INC	LIFT STATION	09/18/2025	09/18/2025		138.92
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	09/11/2025	09/12/2025		8,396.82
Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:					8,623.84
Vendor DBA: 1269 -					
FASTENAL COMPANY	HARDWARE	09/16/2025	09/19/2025		64.66
Vendor DBA 1269 - FASTENAL COMPANY Total:					64.66
Vendor DBA: 0587 - FEDEX EXPRESS					
FEDEX EXPRESS	WATER SAMPLES	09/24/2025	09/25/2025		61.10
Vendor DBA 0587 - FEDEX EXPRESS Total:					61.10
Vendor DBA: 2686 -					
FELIX'S LANDSCAPING-IRRIGAT..	IRRIGATION REPAIR	09/10/2025	09/11/2025		445.00
Vendor DBA 2686 - FELIX'S LANDSCAPING-IRRIGATION Total:					445.00
Vendor DBA: 0010 -					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	09/11/2025	09/11/2025		12,430.14
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	09/11/2025	09/11/2025		450.22
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	09/11/2025	09/11/2025		1,253.52

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FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	09/11/2025	09/11/2025		1,458.60
FICA/FEDERAL W/H	FEDERAL W/H TAXES	09/11/2025	09/11/2025		7,583.51
FICA/FEDERAL W/H	FEDERAL W/H TAXES	09/11/2025	09/11/2025		296.99
FICA/FEDERAL W/H	FEDERAL W/H TAXES	09/11/2025	09/11/2025		542.23
FICA/FEDERAL W/H	FEDERAL W/H TAXES	09/11/2025	09/11/2025		943.12
FICA/FEDERAL W/H	MEDICARE/FICA	09/11/2025	09/11/2025		2,906.98
FICA/FEDERAL W/H	MEDICARE/FICA	09/11/2025	09/11/2025		105.30
FICA/FEDERAL W/H	MEDICARE/FICA	09/11/2025	09/11/2025		293.24
FICA/FEDERAL W/H	MEDICARE/FICA	09/11/2025	09/11/2025		341.04
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	09/25/2025	09/25/2025		12,649.50
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	09/25/2025	09/25/2025		273.58
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	09/25/2025	09/25/2025		1,049.00
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	09/25/2025	09/25/2025		1,391.82
FICA/FEDERAL W/H	FEDERAL W/H TAXES	09/25/2025	09/25/2025		7,673.36
FICA/FEDERAL W/H	FEDERAL W/H TAXES	09/25/2025	09/25/2025		130.60
FICA/FEDERAL W/H	FEDERAL W/H TAXES	09/25/2025	09/25/2025		468.06
FICA/FEDERAL W/H	FEDERAL W/H TAXES	09/25/2025	09/25/2025		1,048.09
FICA/FEDERAL W/H	MEDICARE/FICA	09/25/2025	09/25/2025		2,958.40
FICA/FEDERAL W/H	MEDICARE/FICA	09/25/2025	09/25/2025		63.98
FICA/FEDERAL W/H	MEDICARE/FICA	09/25/2025	09/25/2025		245.34
FICA/FEDERAL W/H	MEDICARE/FICA	09/25/2025	09/25/2025		325.48
Vendor DBA 0010 - FICA/FEDERAL W/H Total:					56,882.10

Vendor DBA: 0068 -
GALLS, LLC

UNIFORMS	09/23/2025	09/25/2025		450.00
Vendor DBA 0068 - GALLS, LLC Total:				450.00

Vendor DBA: 2081 -

GARVER	53RD ST. & ROCK RD BOX REP...	09/09/2025	09/11/2025		1,343.57
GARVER	45TH OLIVER-WOODLAWN DI...	09/09/2025	09/11/2025	021-8832	7,950.72
GARVER	BEL AIRE KANSAS MSA	09/18/2025	09/19/2025		1,121.00
GARVER	ARTHUR HEIGHTS ENGINEERI...	09/09/2025	09/11/2025	012-8862	10,017.30
GARVER	ARTHUR HEIGHTS ENGINEERI...	09/09/2025	09/11/2025	012-8880	56.50
GARVER	ARTHUR HEIGHTS ENGINEERI...	09/09/2025	09/11/2025	012-8882	651.80
GARVER	CHAPEL LANDING 5TH	09/09/2025	09/11/2025	007-8861	50.00
GARVER	CHAPEL LANDING 5TH	09/09/2025	09/11/2025	007-8862	15,970.52
GARVER	SKYVIEW 2ND ADD PH 2	09/09/2025	09/11/2025	006-8860	614.00
GARVER	SKYVIEW 2ND ADD PH 2	09/09/2025	09/11/2025	006-8861	56.50
GARVER	SKYVIEW 2ND ADD PH 2	09/09/2025	09/11/2025	006-8862	7,023.20
GARVER	SAND ST CONVERSION COZY/...	09/09/2025	09/11/2025	010-8882	4,341.95
Vendor DBA 2081 - GARVER Total:					49,197.06

Vendor DBA: 0116 -
GILMORE & BELL

2024 ANNUAL REPORT	09/23/2025	09/25/2025		1,200.00
Vendor DBA 0116 - GILMORE & BELL Total:				1,200.00

Vendor DBA: 2599 - HALL'S CULLIGAN WATER

HALL'S CULLIGAN WATER	WATER SERVICE - PD	09/10/2025	09/11/2025		29.50
HALL'S CULLIGAN WATER	WATER SERVICE-CH	09/10/2025	09/11/2025		38.50
HALL'S CULLIGAN WATER	WATER SERVICE - PW	09/10/2025	09/11/2025		7.59
HALL'S CULLIGAN WATER	WATER SERVICE - PW	09/10/2025	09/11/2025		7.58
HALL'S CULLIGAN WATER	WATER SERVICE - PW	09/10/2025	09/11/2025		7.59
HALL'S CULLIGAN WATER	WATER SERVICE - PW	09/10/2025	09/11/2025		7.59
Vendor DBA 2599 - HALL'S CULLIGAN WATER Total:					98.35

Vendor DBA: 0241 -

HAWKS INTER-STATE PESTMA...	CH-HAWKS PEST CONTROL	09/16/2025	09/19/2025		102.76
HAWKS INTER-STATE PESTMA...	REC-HAWKS PEST CONTROL	09/24/2025	09/25/2025		87.76
Vendor DBA 0241 - HAWKS INTER-STATE PESTMASTERS Total:					190.52

Vendor DBA: 2470 -

IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		43.92
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		21.96
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		65.87

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IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		65.86
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		21.96
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		43.92
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		197.62
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		31.76
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		110.04
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		27.51
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		23.81
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		54.89
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		14.29
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		50.53
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	09/11/2025	09/11/2025		72.49
Vendor DBA 2470 - IDEATEK TELECOM Total:					846.43

Vendor DBA: 2438 -

IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN OCT...	09/24/2025	09/25/2025		837.00
Vendor DBA 2438 - IMA FINANCIAL GROUP, INC Total:					837.00

Vendor DBA: 2582 -

IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/10/2025	09/11/2025		82.14
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/10/2025	09/11/2025		41.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/10/2025	09/11/2025		124.48
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/10/2025	09/11/2025		124.48
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/10/2025	09/11/2025		41.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/10/2025	09/11/2025		82.14
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/10/2025	09/11/2025		707.93
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/10/2025	09/11/2025		165.97
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/10/2025	09/11/2025		82.14
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/10/2025	09/11/2025		207.47
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/10/2025	09/11/2025		41.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/10/2025	09/11/2025		207.47
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/10/2025	09/11/2025		208.31
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/23/2025	09/25/2025		328.57
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/23/2025	09/25/2025		165.98
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/23/2025	09/25/2025		497.93
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/23/2025	09/25/2025		497.93
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/23/2025	09/25/2025		165.98
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/23/2025	09/25/2025		328.57
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/23/2025	09/25/2025		2,831.79
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/23/2025	09/25/2025		663.91
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/23/2025	09/25/2025		328.57
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/23/2025	09/25/2025		829.89
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/23/2025	09/25/2025		165.98
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/23/2025	09/25/2025		829.89
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	09/23/2025	09/25/2025		833.28
Vendor DBA 2582 - IMAGINE IT INC Total:					10,585.27

Vendor DBA: 2715 -

INFOSEND INC	UTILITY INSERT	09/17/2025	09/19/2025		66.88
INFOSEND INC	UTILITY LATE NOTICES	09/17/2025	09/19/2025		216.67
INFOSEND INC	UTILITY INSERT	09/17/2025	09/19/2025		66.88
INFOSEND INC	UTILITY INSERT	09/17/2025	09/19/2025		66.88
INFOSEND INC	UTILITY BILLS	09/17/2025	09/19/2025		780.07
INFOSEND INC	UTILITY BILLS	09/17/2025	09/19/2025		780.07
INFOSEND INC	UTILITY LATE NOTICES	09/17/2025	09/19/2025		216.66
Vendor DBA 2715 - INFOSEND INC Total:					2,194.11

Vendor DBA: 2733 -

IRONCLAD ENVIRONMENTAL, ...	PORTABLE PUMP	09/10/2025	09/11/2025		3,893.40
IRONCLAD ENVIRONMENTAL, ...	PORTABLE PUMP	09/23/2025	09/25/2025		1,946.70
Vendor DBA 2733 - IRONCLAD ENVIRONMENTAL, INC Total:					5,840.10

Vendor DBA: 0196 -

K P E R S	KP&F	09/11/2025	09/11/2025		12,615.64
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K P E R S	KPERS 1	09/11/2025	09/11/2025		1,134.83
K P E R S	KPERS 1	09/11/2025	09/11/2025		501.30
K P E R S	KPERS 1	09/11/2025	09/11/2025		367.36
K P E R S	KPERS 1	09/11/2025	09/11/2025		395.59
K P E R S	KPERS 2	09/11/2025	09/11/2025		2,009.46
K P E R S	KPERS 2	09/11/2025	09/11/2025		328.61
K P E R S	KPERS 3	09/11/2025	09/11/2025		6,979.82
K P E R S	KPERS 3	09/11/2025	09/11/2025		970.93
K P E R S	KPERS 3	09/11/2025	09/11/2025		1,536.15
K P E R S	KP&F	09/25/2025	09/25/2025		12,603.21
K P E R S	KPERS 1	09/25/2025	09/25/2025		1,193.81
K P E R S	KPERS 1	09/25/2025	09/25/2025		395.59
K P E R S	KPERS 1	09/25/2025	09/25/2025		369.08
K P E R S	KPERS 1	09/25/2025	09/25/2025		425.27
K P E R S	KPERS 2	09/25/2025	09/25/2025		1,988.16
K P E R S	KPERS 2	09/25/2025	09/25/2025		328.61
K P E R S	KPERS 3	09/25/2025	09/25/2025		6,859.71
K P E R S	KPERS 3	09/25/2025	09/25/2025		788.78
K P E R S	KPERS 3	09/25/2025	09/25/2025		1,439.31
Vendor DBA 0196 - K P E R S Total:					53,231.22
Vendor DBA: 0199 -					
KANSAS DEPT OF REV:SALES T...	08/25 SALES TAX	09/25/2025	09/23/2025		1,690.71
Vendor DBA 0199 - KANSAS DEPT OF REV:SALES TAX Total:					1,690.71
Vendor DBA: 0197 -					
KANSAS DEPT OF REVENUE	KS STATE W/H	09/11/2025	09/11/2025		4,770.36
KANSAS DEPT OF REVENUE	KS STATE W/H	09/11/2025	09/11/2025		158.54
KANSAS DEPT OF REVENUE	KS STATE W/H	09/11/2025	09/11/2025		429.69
KANSAS DEPT OF REVENUE	KS STATE W/H	09/11/2025	09/11/2025		541.66
KANSAS DEPT OF REVENUE	KS STATE W/H	09/25/2025	09/25/2025		4,764.69
KANSAS DEPT OF REVENUE	KS STATE W/H	09/25/2025	09/25/2025		79.93
KANSAS DEPT OF REVENUE	KS STATE W/H	09/25/2025	09/25/2025		365.52
KANSAS DEPT OF REVENUE	KS STATE W/H	09/25/2025	09/25/2025		539.40
Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:					11,649.79
Vendor DBA: 0287 -					
KANSAS GAS SERVICE	CH UTILITIES	09/25/2025	09/24/2025		138.30
KANSAS GAS SERVICE	POOL UTILITIES	09/25/2025	09/24/2025		50.34
KANSAS GAS SERVICE	PUMPHOUSE UTILITIES	09/25/2025	09/24/2025		42.40
KANSAS GAS SERVICE	MAINT PW UTILITIES	09/25/2025	09/24/2025		25.70
KANSAS GAS SERVICE	MAINT PW UTILITIES	09/25/2025	09/24/2025		25.71
KANSAS GAS SERVICE	MAINT PW UTILITIES	09/25/2025	09/24/2025		25.70
KANSAS GAS SERVICE	MAINT PW UTILITIES	09/25/2025	09/24/2025		25.71
KANSAS GAS SERVICE	REC UTILITIES	09/25/2025	09/24/2025		95.81
Vendor DBA 0287 - KANSAS GAS SERVICE Total:					429.67
Vendor DBA: 0274 -					
KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/MAINTEN...	09/16/2025	09/19/2025		88.13
KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/MAINTEN...	09/16/2025	09/19/2025		26.25
Vendor DBA 0274 - KANSAS GOLF & TURF, INC Total:					114.38
Vendor DBA: 0075 -					
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 308 FOR 08/25	09/10/2025	09/11/2025		204.82
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 308 FOR 08/25	09/10/2025	09/11/2025		204.82
Vendor DBA 0075 - KANSAS ONE-CALL SYSTEM, INC. Total:					409.64
Vendor DBA: 0076 - KANSAS PAVING					
KANSAS PAVING	PAVING IMP. TO PARKWOOD ...	09/18/2025	09/19/2025	010-8882	63,000.00
Vendor DBA 0076 - KANSAS PAVING Total:					63,000.00
Vendor DBA: 0169 -					
KANSAS STATE TREASURER	BOND PAYMENT	09/25/2025	09/30/2025		55,000.00
KANSAS STATE TREASURER	BOND PAYMENT	09/25/2025	09/30/2025		10,881.25
Vendor DBA 0169 - KANSAS STATE TREASURER Total:					65,881.25

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Vendor DBA: 0836 -					
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	09/16/2025	09/19/2025		119.81
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	09/16/2025	09/19/2025		479.28
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	09/16/2025	09/19/2025		30.33
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	09/16/2025	09/19/2025		319.52
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	09/16/2025	09/19/2025		485.38
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	09/16/2025	09/19/2025		91.01
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	09/16/2025	09/19/2025		359.46
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	09/16/2025	09/19/2025		319.52
Vendor DBA 0836 - KANZA CO-OPERATIVE ASSOCIATION Total:					2,204.31
Vendor DBA: 1392 -					
LAUTZ LAW LLC	COURT APPT. ATTY. SERVICES	09/23/2025	09/25/2025		100.00
LAUTZ LAW LLC	COURT APPT. ATTY. SERVICES	09/23/2025	09/25/2025		225.00
Vendor DBA 1392 - LAUTZ LAW LLC Total:					325.00
Vendor DBA: 2687 -					
LEASE FINANCE PARTNERS	36822QT: 08/25:PD COPIER	09/10/2025	09/11/2025		142.39
Vendor DBA 2687 - LEASE FINANCE PARTNERS Total:					142.39
Vendor DBA: 2859 -					
LEFTY'S GRAPHICS	PD KEY TAGS	09/23/2025	09/25/2025		486.15
LEFTY'S GRAPHICS	PD CLIP HOLDERS	09/23/2025	09/25/2025		696.56
LEFTY'S GRAPHICS	PD BAGGIE DISPENSER	09/23/2025	09/25/2025		519.19
LEFTY'S GRAPHICS	PD KEY CHAINS	09/23/2025	09/25/2025		374.95
LEFTY'S GRAPHICS	PD HAIR PUFFER DUCK	09/23/2025	09/25/2025		968.94
Vendor DBA 2859 - LEFTY'S GRAPHICS Total:					3,045.79
Vendor DBA: 2950 -					
MAGIC CUSTOM POOLS	POOL WINTERIZATION	09/16/2025	09/19/2025		750.00
Vendor DBA 2950 - MAGIC CUSTOM POOLS Total:					750.00
Vendor DBA: 2710 -					
MARIA SCHROCK	HOTEL & TRAVEL	09/23/2025	09/25/2025		260.40
MARIA SCHROCK	HOTEL & TRAVEL	09/23/2025	09/25/2025		370.20
Vendor DBA 2710 - MARIA SCHROCK Total:					630.60
Vendor DBA: 2328 - MERCHANT SERVICES					
MERCHANT SERVICES	CC PROCESSING FEES	09/16/2025	09/19/2025		265.26
MERCHANT SERVICES	CC PROCESSING FEES	09/16/2025	09/19/2025		265.26
Vendor DBA 2328 - MERCHANT SERVICES Total:					530.52
Vendor DBA: 0494 -					
MIES CONSTRUCTION, INC	CHAPEL LANDING 6TH ADDITI...	09/25/2025	09/25/2025	004-8880	154,942.20
MIES CONSTRUCTION, INC	CHAPEL LANDING 6TH ADDITI...	09/25/2025	09/25/2025	004-8881	23,786.10
MIES CONSTRUCTION, INC	CHAPEL LANDING 6TH ADDITI...	09/25/2025	09/25/2025	004-8883	433,023.30
Vendor DBA 0494 - MIES CONSTRUCTION, INC Total:					611,751.60
Vendor DBA: 2720 -					
MUNICIPAL SUPPLY INC	SUPPLIES	09/16/2025	09/19/2025		450.00
Vendor DBA 2720 - MUNICIPAL SUPPLY INC Total:					450.00
Vendor DBA: 2153 - NATIONAL CENTER FOR SAFETY					
NATIONAL CENTER FOR SAFETY YOUTH SPORTS OFFICIAL BAC...		09/17/2025	09/19/2025		175.00
Vendor DBA 2153 - NATIONAL CENTER FOR SAFETY Total:					175.00
Vendor DBA: 0460 -					
NATIONAL SIGN COMPANY, I...	SIGNS, MATERIAL/SUPPLIES	09/16/2025	09/19/2025		107.81
Vendor DBA 0460 - NATIONAL SIGN COMPANY, INC. Total:					107.81
Vendor DBA: 2579 -					
ONE SOURCE PRODUCTS	POOL GATE REPAIR	09/10/2025	09/11/2025		195.00
Vendor DBA 2579 - ONE SOURCE PRODUCTS Total:					195.00
Vendor DBA: 1345 -					
OREILLY AUTO PARTS	SHOP SUPPLIES	09/17/2025	09/19/2025		17.48
OREILLY AUTO PARTS	VEHICLE REPAIR/MAINT	09/17/2025	09/19/2025		194.31
OREILLY AUTO PARTS	VEHICLE REPAIR/MAINT	09/17/2025	09/19/2025		3.55

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OREILLY AUTO PARTS	VEHICLE REPAIR/MAINT	09/23/2025	09/25/2025		15.30
OREILLY AUTO PARTS	VEHICLE REPAIR/MAINT	09/23/2025	09/25/2025		77.27
OREILLY AUTO PARTS	VEHICLE REPAIR/MAINT	09/23/2025	09/25/2025		15.30
OREILLY AUTO PARTS	VEHICLE REPAIR/MAINT	09/23/2025	09/25/2025		15.30
Vendor DBA 1345 - OREILLY AUTO PARTS Total:					338.51
Vendor DBA: 2369 -					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	09/11/2025	09/12/2025		143.64
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	09/18/2025	09/19/2025		2,661.14
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	09/25/2025	09/26/2025		68.41
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	09/23/2025	09/25/2025		32.30
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					2,905.49
Vendor DBA: 0263 -					
PITNEY BOWES GLOBAL FINA...	QUARTERLY LEASE	09/25/2025	09/29/2025		258.72
Vendor DBA 0263 - PITNEY BOWES GLOBAL FINANCIAL Total:					258.72
Vendor DBA: 2324 -					
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	09/09/2025	09/11/2025		64,500.00
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	09/23/2025	09/25/2025	005-8860	2,994.00
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	09/23/2025	09/25/2025	005-8861	2,994.00
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	09/25/2025	09/25/2025	005-8862	9,852.94
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	09/25/2025	09/25/2025	005-8863	9,852.94
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	09/25/2025	09/25/2025	001-8891	10,727.54
Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:					100,921.42
Vendor DBA: 2722 -					
PSHRA-KS(FORMERLY IPMA)	YEARLY MEMBERSHIP FEE	09/22/2025	09/25/2025		120.00
Vendor DBA 2722 - PSHRA-KS(FORMERLY IPMA) Total:					120.00
Vendor DBA: 0105 -					
PUBLIC WORKS & UTILITIES	15984.750 GAL 08/06/25-09/...	09/22/2025	09/25/2025		88,701.50
Vendor DBA 0105 - PUBLIC WORKS & UTILITIES Total:					88,701.50
Vendor DBA: 0456 -					
QUILL	QUILL - OFFICE SUPPLIES	09/17/2025	09/19/2025		111.00
QUILL	QUILL - OFFICE SUPPLIES	09/17/2025	09/19/2025		234.26
QUILL	QUILL - OFFICE SUPPLIES	09/17/2025	09/19/2025		117.13
QUILL	QUILL - OFFICE SUPPLIES	09/17/2025	09/19/2025		117.13
Vendor DBA 0456 - QUILL Total:					579.52
Vendor DBA: 3006 -					
RESCARE	RESTITUTION	09/22/2025	09/25/2025		104.39
Vendor DBA 3006 - RESCARE Total:					104.39
Vendor DBA: 3002 - RESTORATION GRAZING, LLC.					
RESTORATION GRAZING, LLC.	GOAT GRAZING-DITCH CLEAN...	09/15/2025	09/15/2025		1,500.00
Vendor DBA 3002 - RESTORATION GRAZING, LLC. Total:					1,500.00
Vendor DBA: 0216 -					
SEDGWICK COUNTY DIV OF FI...	08/25 PRISONER HOUSING FE...	09/16/2025	09/19/2025		550.05
Vendor DBA 0216 - SEDGWICK COUNTY DIV OF FINANCE Total:					550.05
Vendor DBA: 0911 - SIMPLE CLEAN					
SIMPLE CLEAN	09/25 JANITORIAL SVC: CH	09/09/2025	09/11/2025		1,832.50
SIMPLE CLEAN	09/25 JANITORIAL SVC: REC	09/09/2025	09/11/2025		682.50
SIMPLE CLEAN	09/25 JANITORIAL SVC: PW	09/09/2025	09/11/2025		103.20
SIMPLE CLEAN	09/25 JANITORIAL SVC: PW	09/09/2025	09/11/2025		103.20
SIMPLE CLEAN	09/25 JANITORIAL SVC: PW	09/09/2025	09/11/2025		103.20
Vendor DBA 0911 - SIMPLE CLEAN Total:					2,824.60
Vendor DBA: 1822 -					
SIMPLOT TURF & HORTICULT...	REC-GRASS SEED	09/24/2025	09/25/2025		179.30
SIMPLOT TURF & HORTICULT...	REC: HERBICIDE	09/24/2025	09/25/2025		51.70
Vendor DBA 1822 - SIMPLOT TURF & HORTICULTURE OKLAHOMA CITY Total:					231.00

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Vendor DBA: 0140 -					
SPECTRUM PROMOTIONAL P...	REC SPORTS SHIRTS/UNIFOR...	09/16/2025	09/19/2025		1,177.66
Vendor DBA 0140 - SPECTRUM PROMOTIONAL PRODUCTS Total:					1,177.66
Vendor DBA: 1953 -					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	09/22/2025	09/25/2025		58.64
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	09/22/2025	09/25/2025		18.40
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	09/22/2025	09/25/2025		18.40
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	09/22/2025	09/25/2025		18.40
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	09/22/2025	09/25/2025		18.40
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	09/22/2025	09/25/2025		18.40
Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:					150.64
Vendor DBA: 1963 -					
SURENCY LIFE & HEALTH INS ...	09/25 VISION INSURANCE	09/10/2025	09/11/2025		455.07
SURENCY LIFE & HEALTH INS ...	09/25 VISION INSURANCE	09/10/2025	09/11/2025		17.23
SURENCY LIFE & HEALTH INS ...	09/25 VISION INSURANCE	09/10/2025	09/11/2025		33.61
SURENCY LIFE & HEALTH INS ...	09/25 VISION INSURANCE	09/10/2025	09/11/2025		44.00
Vendor DBA 1963 - SURENCY LIFE & HEALTH INS CO Total:					549.91
Vendor DBA: 0479 -					
TREE TOP NURSERY & LANDS...	CONTRACT MOWING	09/09/2025	09/11/2025		393.40
TREE TOP NURSERY & LANDS...	CONTRACT MOWING	09/09/2025	09/11/2025		832.00
Vendor DBA 0479 - TREE TOP NURSERY & LANDSCAPE Total:					1,225.40
Vendor DBA: 0903 -					
TRIPLETT, WOOLF, GARRETSO...	LEGAL SERVICES	09/11/2025	09/11/2025		41,399.00
Vendor DBA 0903 - TRIPLETT, WOOLF, GARRETSON, LLC/TWG Total:					41,399.00
Vendor DBA: 2839 -					
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		43.44
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		39.48
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		44.63
UMB - PCARD	Training/Conferences	09/29/2025	09/29/2025		11.00
UMB - PCARD	Hotel & Travel	09/29/2025	09/29/2025		12.00
UMB - PCARD	Community Relations Events	09/29/2025	09/29/2025		3.67
UMB - PCARD	Community Relations Events	09/29/2025	09/29/2025		13.48
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		13.95
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		9.98
UMB - PCARD	Off. Sup. & Comm. Relations	09/29/2025	09/29/2025		43.96
UMB - PCARD	Contractual Services	09/29/2025	09/29/2025		159.90
UMB - PCARD	Off. Sup. & Comm. Relations	09/29/2025	09/29/2025		27.24
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		27.55
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		37.22
UMB - PCARD	Training/Conferences	09/29/2025	09/29/2025		265.00
UMB - PCARD	Training/Conferences	09/29/2025	09/29/2025		209.00
UMB - PCARD	Communication Services	09/29/2025	09/29/2025		152.00
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		23.35
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		24.07
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		8.88
UMB - PCARD	IT Computer & Equipment	09/29/2025	09/29/2025		15.98
UMB - PCARD	IT Computers & Equipment	09/29/2025	09/29/2025		94.93
UMB - PCARD	IT Computers & Equipment	09/29/2025	09/29/2025		22.99
UMB - PCARD	Training/Conferences	09/29/2025	09/29/2025		16.50
UMB - PCARD	Training/Conferences	09/29/2025	09/29/2025		190.00
UMB - PCARD	Hotel/Travel	09/29/2025	09/29/2025		412.52
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		10.90
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		16.87
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		17.16
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		43.20
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		19.90
UMB - PCARD	Uniforms/Clothing	09/29/2025	09/29/2025		54.66
UMB - PCARD	Uniforms/Clothing	09/29/2025	09/29/2025		30.18
UMB - PCARD	Uniforms/Clothing	09/29/2025	09/29/2025		23.98

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UMB - PCARD	Publications/Printing	09/29/2025	09/29/2025		335.12
UMB - PCARD	Uniforms/Clothing	09/29/2025	09/29/2025		353.39
UMB - PCARD	Hotel & Travel	09/29/2025	09/29/2025		161.74
UMB - PCARD	Hotel & Travel	09/29/2025	09/29/2025		161.74
UMB - PCARD	Hotel & Travel	09/29/2025	09/29/2025		9.16
UMB - PCARD	Police Supplies	09/29/2025	09/29/2025		5.00
UMB - PCARD	Police Supplies	09/29/2025	09/29/2025		6.99
UMB - PCARD	Vehicle Repair/Maint.	09/29/2025	09/29/2025		10.75
UMB - PCARD	Vehicle Repair/Maint.	09/29/2025	09/29/2025		10.00
UMB - PCARD	Vehicle Repair/Maint.	09/29/2025	09/29/2025		10.75
UMB - PCARD	Vehicle Repair/Maint.	09/29/2025	09/29/2025		10.00
UMB - PCARD	Vehicle Repair/Maint.	09/29/2025	09/29/2025		10.75
UMB - PCARD	Vehicle Repair/Maint.	09/29/2025	09/29/2025		10.75
UMB - PCARD	Vehicle Repair/Maint.	09/29/2025	09/29/2025		10.00
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		-68.98
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		56.99
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		70.44
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		60.72
UMB - PCARD	Rec Concessions	09/29/2025	09/29/2025		4.92
UMB - PCARD	Minor Equip: Tools, Elect.	09/29/2025	09/29/2025		27.99
UMB - PCARD	Recreational Equip/Supply	09/29/2025	09/29/2025		30.80
UMB - PCARD	Recreation Equip/Supply	09/29/2025	09/29/2025		19.95
UMB - PCARD	Senior Grants/Donations	09/29/2025	09/29/2025		179.99
UMB - PCARD	Senior Grants/Donations	09/29/2025	09/29/2025		595.00
UMB - PCARD	Minor Equip. Tools, Elect	09/29/2025	09/29/2025		19.99
UMB - PCARD	Signs, Materials/Supplies	09/29/2025	09/29/2025		71.55
UMB - PCARD	Veh/Equip Repairs & Maint.	09/29/2025	09/29/2025		219.91
UMB - PCARD	Training/Conferences	09/29/2025	09/29/2025		85.00
UMB - PCARD	Vehicle Repair/Maint.	09/29/2025	09/29/2025		10.75
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		26.96
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		5.98
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		65.97
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		12.14
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		14.40
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		28.91
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		34.66
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		31.97
UMB - PCARD	Vehicle Repair/Maint.	09/29/2025	09/29/2025		10.75
UMB - PCARD	Vehicle Repair/Maint.	09/29/2025	09/29/2025		10.75
UMB - PCARD	Cleaning Supplies	09/29/2025	09/29/2025		208.10
UMB - PCARD	Veh/Equip Repairs & Maint.	09/29/2025	09/29/2025		219.91
UMB - PCARD	Community Relations Events	09/29/2025	09/29/2025		3.65
UMB - PCARD	Community Relations Events	09/29/2025	09/29/2025		13.48
UMB - PCARD	Office Supplies	09/29/2025	09/29/2025		42.97
UMB - PCARD	Minor Equip. Tools, Elect	09/29/2025	09/29/2025		151.03
UMB - PCARD	Minor Equip. Tools, Elect	09/29/2025	09/29/2025		149.99
UMB - PCARD	Water System Supplies	09/29/2025	09/29/2025		1,938.69
UMB - PCARD	Equipment	09/29/2025	09/29/2025		699.00
UMB - PCARD	Veh/Equip Repairs & Maint.	09/29/2025	09/29/2025		219.91
UMB - PCARD	Community Relations Events	09/29/2025	09/29/2025		13.48
UMB - PCARD	Community Relations Events	09/29/2025	09/29/2025		3.65
UMB - PCARD	Veh/Equip Repairs & Maint.	09/29/2025	09/29/2025		219.91
Vendor DBA 2839 - UMB - PCARD Total:					8,767.74

Vendor DBA: 0503 -

UNDERGROUND VAULTS & ST... FILE RETRIEVAL	09/17/2025	09/19/2025		15.80
Vendor DBA 0503 - UNDERGROUND VAULTS & STORAGE-UV&S Total:				15.80

AP ORDINANCE

Payment Date

Section VII, Item B.

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 1496 - UNITED RENTALS					
UNITED RENTALS	PORTABLE PUMP EQUIPMENT	09/24/2025	09/25/2025		850.00
Vendor DBA 1496 - UNITED RENTALS Total:					850.00
Vendor DBA: 0177 -					
USA BLUE BOOK-HD SUPPLY I...	WATER TESTING SUPPLIES	09/17/2025	09/19/2025		490.93
USA BLUE BOOK-HD SUPPLY I...	WATER TESTING SUPPLIES	09/17/2025	09/19/2025		23.65
USA BLUE BOOK-HD SUPPLY I...	WATER TESTING SUPPLIES	09/17/2025	09/19/2025		41.70
USA BLUE BOOK-HD SUPPLY I...	WATER TESTING SUPPLIES	09/22/2025	09/25/2025		747.10
Vendor DBA 0177 - USA BLUE BOOK-HD SUPPLY INC Total:					1,303.38
Vendor DBA: 2286 -					
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/25/2025	09/25/2025		48,799.42
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	09/25/2025	09/25/2025		151,750.08
Vendor DBA 2286 - UTILITY MAINTENANCE CONTRACTOR Total:					200,549.50
Vendor DBA: 1205 -					
WASTE CONNECTIONS OF KA...	08/25 TRASH SVC	09/10/2025	09/11/2025		72.52
WASTE CONNECTIONS OF KA...	08/25 TRASH SVC	09/10/2025	09/11/2025		72.52
WASTE CONNECTIONS OF KA...	08/25 TRASH SVC	09/10/2025	09/11/2025		72.52
WASTE CONNECTIONS OF KA...	08/25 RECYCLE/TRASH SVC	09/10/2025	09/11/2025		38,390.84
WASTE CONNECTIONS OF KA...	08/25 RECYCLE/TRASH SVC	09/10/2025	09/11/2025		13,934.60
WASTE CONNECTIONS OF KA...	PORTABLE RESTROOM-REC	09/23/2025	09/25/2025		85.00
Vendor DBA 1205 - WASTE CONNECTIONS OF KANSAS Total:					52,628.00
Vendor DBA: 1562 -					
WEST BEND MUTUAL INSURA...	LIABILITY INSURANCE	09/10/2025	09/11/2025		305.00
WEST BEND MUTUAL INSURA...	LIABILITY INSURANCE	09/10/2025	09/11/2025		305.00
WEST BEND MUTUAL INSURA...	LIABILITY INSURANCE	09/10/2025	09/11/2025		610.00
Vendor DBA 1562 - WEST BEND MUTUAL INSURANCE CO Total:					1,220.00
Vendor DBA: 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE					
WILLIAMS JANITORIAL SUPPLY...	JANITORIAL SUPPLIES	09/23/2025	09/25/2025		503.37
Vendor DBA 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE Total:					503.37
Vendor DBA: 2791 -					
WORKSTEPS, INC	PRE-EMPLOYMENT SCREENING	09/16/2025	09/19/2025		75.00
Vendor DBA 2791 - WORKSTEPS, INC Total:					75.00
Vendor DBA: 1849 - WRIGHT EXPRESS FSC					
WRIGHT EXPRESS FSC	FLEET FUEL	09/24/2025	09/25/2025		3,030.69
WRIGHT EXPRESS FSC	FLEET FUEL	09/24/2025	09/25/2025		42.18
WRIGHT EXPRESS FSC	FLEET FUEL	09/24/2025	09/25/2025		149.53
WRIGHT EXPRESS FSC	FLEET FUEL	09/24/2025	09/25/2025		309.35
WRIGHT EXPRESS FSC	FLEET FUEL	09/24/2025	09/25/2025		171.47
WRIGHT EXPRESS FSC	FLEET FUEL	09/24/2025	09/25/2025		136.65
Vendor DBA 1849 - WRIGHT EXPRESS FSC Total:					3,839.87
Vendor DBA: 2957 -					
YVONNE BURRIS	TRAVEL REIMBURSEMENT	06/30/2025	09/19/2025		63.00
YVONNE BURRIS	TRAVEL REIMBURSEMENT	07/31/2025	09/19/2025		67.20
YVONNE BURRIS	TRAVEL REIMBURSEMENT	08/31/2025	09/19/2025		84.00
Vendor DBA 2957 - YVONNE BURRIS Total:					214.20
Grand Total:					2,973,892.21

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	302,849.40
200 - Special Street & Highway	18,530.26
320 - Capital Projects Fund 2	2,163,550.92
410 - Bond & Interest	65,881.25
520 - Water Utility	321,921.02
530 - Sewer Utility	36,278.15
540 - Solid Waste Utility	52,325.44
550 - Stormwater Utility	12,555.77
Grand Total:	2,973,892.21

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	15,256.87
100-000-000-2016	SOCIAL SECURITY PAYAB...	25,079.64
100-000-000-2018	MEDICARE PAYABLE	5,865.38
100-000-000-2020	STATE TAX PAYABLE	9,535.05
100-000-000-2022	KPERS 1 PAYABLE	2,328.64
100-000-000-2024	KPERS 2 PAYABLE	3,997.62
100-000-000-2026	KPERS 3 PAYABLE	13,839.53
100-000-000-2028	KP&F PAYABLE	25,218.85
100-000-000-2034	457 DEFERRED COMP P...	2,304.00
100-000-000-2048	MEDICAL INS PREMIUMS...	46,742.46
100-000-000-2054	VISION INS PAYABLE	455.07
100-000-000-2062	FSA HEALTH PAYABLE	2,905.49
100-000-000-2090	COURT RESTITUTION PA...	204.12
100-100-110-6014	OFFICE SUPPLIES	82.92
100-100-110-6028	PUBLICATIONS/PRINTING	54.12
100-100-110-7014	IT - MANAGED SERVICES	410.71
100-100-110-7028	LIABILITY INSURANCE	305.00
100-100-110-7046	COMMUNICATION SERV...	115.30
100-100-110-7800	ENGINEERING SERVICES	64,500.00
100-100-110-7804	LEGAL SERVICES	41,399.00
100-100-130-6014	OFFICE SUPPLIES	44.63
100-100-130-6028	PUBLICATIONS/PRINTING	18.40
100-100-130-6046	TRAINING/CONFERENCES	11.00
100-100-130-6048	HOTEL & TRAVEL	12.00
100-100-130-7014	IT - MANAGED SERVICES	207.47
100-100-130-7046	COMMUNICATION SERV...	21.96
100-100-140-6010	COMMUNITY RELATION...	17.15
100-100-140-6014	OFFICE SUPPLIES	134.93
100-100-140-6028	PUBLICATIONS/PRINTING	112.48
100-100-140-6048	HOTEL & TRAVEL	214.20
100-100-140-7014	IT - MANAGED SERVICES	622.41
100-100-140-7024	CONTRACTUAL SERVICES	1,200.00
100-100-140-7046	COMMUNICATION SERV...	65.87
100-100-150-6014	OFFICE SUPPLIES	43.96
100-100-150-7024	CONTRACTUAL SERVICES	159.90
100-100-150-7046	COMMUNICATION SERV...	26.77
100-100-160-6008	PROFESSIONAL DUES/M...	120.00
100-100-160-6010	COMMUNITY RELATION...	27.24
100-100-160-6014	OFFICE SUPPLIES	64.77
100-100-160-6028	PUBLICATIONS/PRINTING	554.12
100-100-160-6046	TRAINING/CONFERENCES	474.00
100-100-160-7014	IT - MANAGED SERVICES	622.41
100-100-160-7024	CONTRACTUAL SVCS	837.00
100-100-160-7046	COMMUNICATION SERV...	244.63
100-100-170-6014	OFFICE SUPPLIES	56.30

Account Summary

Account Number	Account Name	Payment Amount
100-100-170-6020	IT - COMPUTERS AND E...	133.90
100-100-170-6028	PUBLICATIONS/PRINTING	18.40
100-100-170-6046	TRAINING/CONFERENCES	206.50
100-100-170-6048	HOTEL & TRAVEL	1,043.12
100-100-170-7014	IT - MANAGED SERVICES	207.47
100-100-170-7046	COMMUNICATION SERV...	21.96
100-120-240-6014	OFFICE SUPPLIES	108.03
100-120-240-6040	UNIFORMS/CLOTHING	108.82
100-120-240-7014	IT - MANAGED SERVICES	410.71
100-120-240-7024	CONTRACTUAL SERVICES	75.00
100-120-240-7026	COURT APPT ATTY/INVE...	525.00
100-120-240-7046	COMMUNICATION SERV...	97.45
100-120-240-7064	INMATE HOUSING FEES	550.05
100-120-240-7804	LEGAL SERVICES	1,237.98
100-120-250-6020	IT - COMPUTERS AND E...	98.82
100-120-250-6028	PUBLICATIONS/PRINTING	335.12
100-120-250-6040	UNIFORMS/CLOTHING	803.39
100-120-250-6042	OPIOID SETTLEMENT	3,045.79
100-120-250-6048	HOTEL & TRAVEL	332.64
100-120-250-6056	PETROLEUM PRODUCTS	3,030.69
100-120-250-6300	POLICE SUPPLIES	11.99
100-120-250-6604	VEHICLE/EQUIP SUPPLIE...	83.75
100-120-250-7014	IT - MANAGED SERVICES	3,539.72
100-120-250-7024	CONTRACTUAL SERVICES	382.69
100-120-250-7028	LIABILITY INSURANCE	305.00
100-120-250-7046	COMMUNICATION SERV...	554.49
100-130-330-7024	CONTRACTUAL SERVICES	945.00
100-130-330-7046	COMMUNICATION SERV...	31.76
100-130-330-7048	UTILITIES	50.34
100-130-350-6000	AGRICULT/HORTICULT S...	179.30
100-130-350-6004	CHEMICALS	51.70
100-130-350-6006	IRRIGATION MAINT/REP...	445.00
100-130-350-6014	OFFICE SUPPLIES	119.17
100-130-350-6022	REC CONCESSIONS	4.92
100-130-350-6028	PUBLICATIONS/PRINTING	161.24
100-130-350-6034	CLEANING SUPPLIES	503.37
100-130-350-6054	MINOR EQUIP: TOOLS,E...	27.99
100-130-350-6056	PETROLEUM PRODUCTS	161.99
100-130-350-6400	RECREATIONAL EQUIP/S...	1,490.61
100-130-350-7014	IT - MANAGED SERVICES	829.88
100-130-350-7024	CONTRACTUAL SERVICES	923.24
100-130-350-7028	LIABILITY INSURANCE	610.00
100-130-350-7038	JANITORIAL SERVICES	682.50
100-130-350-7046	COMMUNICATION SERV...	303.73
100-130-350-7048	UTILITIES	95.81
100-130-360-6028	PUBLICATIONS/PRINTING	35.72
100-130-360-6902	SENIOR GRANTS/DONAT...	774.99
100-130-360-7046	COMMUNICATION SERV...	116.73
100-140-440-7022	MOWING SERVICES	400.00
100-150-510-6002	TREES	90.00
100-150-510-6040	UNIFORMS/CLOTHING	305.39
100-150-510-6054	MINOR EQUIP: TOOLS,E...	108.12
100-150-510-6056	PETROLEUM PRODUCTS	509.61
100-150-510-6100	CONSTRUCTION MATER...	541.34
100-150-510-6104	SIGNS, MATERIAL/SUPPL...	71.55
100-150-510-6602	VEH/EQUIP REPAIRS & ...	261.46
100-150-510-7014	IT - MANAGED SERVICES	410.71
100-150-510-7024	CONTRACTUAL SERVICES	130.29

Account Summary

Account Number	Account Name	Payment Amount
100-150-510-7046	COMMUNICATION SERV...	87.47
100-150-510-7048	UTILITIES	98.22
100-160-610-6014	OFFICE SUPPLIES	234.26
100-160-610-6046	TRAINING/CONFERENCES	85.00
100-160-610-6056	PETROLEUM PRODUCTS	149.53
100-160-610-6602	VEHICLE/EQUIPMENT M...	10.75
100-160-610-7014	IT - MANAGED SERVICES	1,037.36
100-160-610-7046	COMMUNICATION SERV...	144.11
100-190-910-6004	CHEMICALS	1,225.00
100-190-910-6014	OFFICE SUPPLIES	220.99
100-190-910-6020	IT - COMPUTERS AND E...	258.72
100-190-910-6604	VEHICLE/EQUIP SUPPLIE...	21.50
100-190-910-7022	MOWING SERVICES	393.40
100-190-910-7024	CONTRACTUAL SVCS	1,606.98
100-190-910-7038	JANITORIAL SVCS	1,832.50
100-190-910-7046	COMMUNICATION SERV...	150.00
100-190-910-7048	UTILITIES	138.30
200-000-000-2014	FEDERAL TAX PAYABLE	427.59
200-000-000-2016	SOCIAL SECURITY PAYAB...	723.80
200-000-000-2018	MEDICARE PAYABLE	169.28
200-000-000-2020	STATE TAX PAYABLE	238.47
200-000-000-2022	KPERS 1 PAYABLE	896.89
200-000-000-2048	MEDICAL INS PREMIUMS...	3,063.02
200-000-000-2054	VISION INS PAYABLE	17.23
200-210-200-6028	PUBLICATIONS/PRINTING	35.72
200-210-200-6034	CLEANING SUPPLIES	208.10
200-210-200-6040	UNIFORMS/CLOTHING	153.72
200-210-200-6056	PETROLEUM PRODUCTS	1,114.25
200-210-200-6100	CONSTRUCTION MATER...	541.35
200-210-200-6104	SIGNS, MATERIAL/SUPPL...	172.47
200-210-200-6602	VEH/EQUIP REPAIRS & ...	219.91
200-210-200-6604	VEHICLE/EQUIP SUPPLIE...	275.13
200-210-200-7014	IT - MANAGED SERVICES	207.47
200-210-200-7022	MOWING SERVICES	832.00
200-210-200-7024	CONTRACTUAL SERVICES	19.28
200-210-200-7040	STREET LIGHTING	9,022.82
200-210-200-7046	COMMUNICATION SERV...	77.95
200-210-200-7048	UTILITIES	113.81
320-320-320-6028	PUBLICATIONS/PRINTING	377.60
320-320-320-8832	DESIGN - PAVING	7,950.72
320-320-320-8860	INSPECTION - WATER	3,608.00
320-320-320-8861	INSPECTION - SEWER	3,100.50
320-320-320-8862	INSPECTION - PAVING	42,863.96
320-320-320-8863	INSPECTION - DRAINAGE	9,852.94
320-320-320-8880	CONSTRUCTION - WATER	154,998.70
320-320-320-8881	CONSTRUCTION - SEWER	23,786.10
320-320-320-8882	CONSTRUCTION - PAVING	67,993.75
320-320-320-8883	CONSTRUCTION - DRAIN...	433,023.30
320-320-320-8886	CONSTRUCTION - STRUC...	1,296,078.90
320-320-320-8891	OWNER'S REP	10,727.54
320-320-320-8893	EQUIPMENT AND FURNI...	109,188.91
410-410-410-8700	DEBT SERVICE PRINCIPAL	55,000.00
410-410-410-8702	DEBT SERVICE INTEREST	10,881.25
520-000-000-2014	FEDERAL TAX PAYABLE	1,010.29
520-000-000-2016	SOCIAL SECURITY PAYAB...	2,302.52
520-000-000-2018	MEDICARE PAYABLE	538.58
520-000-000-2020	STATE TAX PAYABLE	795.21
520-000-000-2022	KPERS 1 PAYABLE	736.44

Account Summary

Account Number	Account Name	Payment Amount
520-000-000-2024	KPERS 2 PAYABLE	657.22
520-000-000-2026	KPERS 3 PAYABLE	1,759.71
520-000-000-2048	MEDICAL INS PREMIUMS...	6,770.88
520-000-000-2054	VISION INS PAYABLE	33.61
520-210-520-2006	STATE SALES TAX COLLE...	1,690.71
520-210-520-6010	COMMUNITY RELATION...	17.13
520-210-520-6014	OFFICE SUPPLIES	160.10
520-210-520-6026	POSTAGE	61.10
520-210-520-6028	PUBLICATIONS/PRINTING	1,148.36
520-210-520-6034	CLEANING SUPPLIES	17.48
520-210-520-6040	UNIFORMS/CLOTHING	596.72
520-210-520-6054	MINOR EQUIP: TOOLS,E...	301.02
520-210-520-6056	PETROLEUM PRODUCTS	621.94
520-210-520-6100	CONSTRUCTION MATER...	541.35
520-210-520-6500	WATER SYSTEM SUPPLIES	5,081.44
520-210-520-6600	EQUIPMENT	699.00
520-210-520-6602	VEH/EQUIP REPAIRS & ...	219.91
520-210-520-6604	VEHICLE/EQUIP SUPPLIE...	15.30
520-210-520-6802	WATER SYSTEM MAINT/...	202,302.88
520-210-520-7000	CREDIT CARD PROCESSI...	265.26
520-210-520-7014	IT - MANAGED SERVICES	1,037.36
520-210-520-7024	CONTRACTUAL SERVICES	339.01
520-210-520-7046	COMMUNICATION SERV...	358.37
520-210-520-7048	UTILITIES	140.62
520-210-520-7058	WATER PURCHASED	88,701.50
520-210-520-7060	WATER TREATMENT OP...	3,000.00
530-000-000-2014	FEDERAL TAX PAYABLE	1,991.21
530-000-000-2016	SOCIAL SECURITY PAYAB...	2,850.42
530-000-000-2018	MEDICARE PAYABLE	666.52
530-000-000-2020	STATE TAX PAYABLE	1,081.06
530-000-000-2022	KPERS 1 PAYABLE	820.86
530-000-000-2026	KPERS 3 PAYABLE	2,975.46
530-000-000-2048	MEDICAL INS PREMIUMS...	5,627.28
530-000-000-2054	VISION INS PAYABLE	44.00
530-210-530-6010	COMMUNITY RELATION...	17.13
530-210-530-6014	OFFICE SUPPLIES	117.13
530-210-530-6028	PUBLICATIONS	1,014.61
530-210-530-6040	UNIFORMS/CLOTHING	314.79
530-210-530-6056	PETROLEUM PRODUCTS	456.17
530-210-530-6100	CONSTRUCTION MATER...	541.35
530-210-530-6602	VEH/EQUIP REPAIRS & ...	219.91
530-210-530-6604	VEHICLE/EQUIP SUPPLIE...	15.30
530-210-530-6806	LIFT STATION OPERATIO...	8,610.49
530-210-530-7000	CREDIT CARD PROCESSI...	265.26
530-210-530-7014	IT - MANAGED SERVICES	1,041.59
530-210-530-7024	CONTRACTUAL SERVICES	339.01
530-210-530-7046	COMMUNICATION SERV...	225.37
530-210-530-7048	UTILITIES	98.23
530-210-530-7052	SEWER TREATMENT OP...	2,820.00
530-210-530-7800	ENGINEERING SERVICES	4,125.00
540-540-540-7042	SOLID WASTE SERVICES ...	38,390.84
540-540-540-7044	RECYCLING SERVICES	13,934.60
550-550-550-7024	CONTRACTUAL SERVICES	1,500.00
550-550-550-8018	DRAINAGE SYSTEM IMP...	11,055.77
Grand Total:		2,973,892.21

Project Account Summary

Project Account Key	Payment Amount
None	810,341.29
001-8886	1,296,078.90
001-8891	10,727.54
004-8880	154,942.20
004-8881	23,786.10
004-8883	433,023.30
005-8860	2,994.00
005-8861	2,994.00
005-8862	9,852.94
005-8863	9,852.94
006-8860	614.00
006-8861	56.50
006-8862	7,023.20
007-8861	50.00
007-8862	15,970.52
010-8882	67,341.95
012-8862	10,017.30
012-8880	56.50
012-8882	651.80
021-8832	7,950.72
027-6028	377.60
029-8893	109,188.91
Grand Total:	2,973,892.21



City of Bel Aire, KS

Section VII, Item B.

Payroll Check Register Report Summary

Pay Period: 8/23/2025-9/5/2025

Packet: PYPKT00199 - PP 08.23.25-09.05.25: PAID 9.11.25
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	70	91,430.89
Total	70	91,430.89



City of Bel Aire, KS

Payroll Check Register

Report Summary

Pay Period: 9/6/2025-9/19/2025

Packet: PYPKT00202 - PP 09.06-25-09.19.25: PAID 9.25.25
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	76	90,263.25
Total	76	90,263.25

Approved 10/01/25
AP ORD 25-17 total Expenses: \$3,155,586.35
Special Assessment Project Costs: \$856,744.48

Barry Smith

Gilmore & Bell, P.C.
09/30/2025

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON OCTOBER 7, 2025**

The Governing Body (the “Governing Body”) met in regular session at the usual meeting place in the City, at 7:00 P.M., the following members being present and participating, to-wit:

Absent:

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

* * * * *
(Other Proceedings)

The Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 2025A, dated October 28, 2025, of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

The Governing Body reviewed and considered the bids and it was found and determined that the bid of [_____], was the best bid for the Bonds, a copy of which is attached hereto as **EXHIBIT B**.

There was presented an Ordinance entitled:

**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.**

Councilmember _____ moved that the Ordinance be passed. The motion was seconded by Councilmember _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the following vote of the Governing Body:

Yea: _____.

Nay: _____.

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

There was presented a Resolution entitled:

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. [] 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.

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the Governing Body:

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. [], and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

EXHIBIT A
BID TABULATION

CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS

Dated: October 28, 2025
Series 2025A
Good Faith Deposit: \$188,100

Sale Date: October 7, 2025
9:30 A.M., Central Time
Max Interest Rate: []%

BIDDERS

EXHIBIT B
(BID OF PURCHASER)

Gilmore & Bell, P.C.
09/30/2025

ORDINANCE NO. [_____]

OF

THE CITY OF BEL AIRE, KANSAS

PASSED

OCTOBER 7, 2025

**GENERAL OBLIGATION BONDS
SERIES 2025A**

(PUBLISHED ON THE CITY WEBSITE, WWW.BELAIREKS.GOV, ON OCTOBER [], 2025)

ORDINANCE NO. []

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.

WHEREAS, the City of Bel Aire, Kansas (the “City”) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the Governing Body of the City (the “Governing Body”) has caused the following improvements (the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Chapel Landing Addition Phase 2 - Paving	R-21-50	K.S.A. 12-6a01 <i>et seq.</i>	\$801,281.56
Chapel Landing Addition Phase 2 - Sanitary Sewer	R-21-51	K.S.A. 12-6a01 <i>et seq.</i>	447,400.51
Chapel Landing Addition Phase 2 - Storm Water Drain	R-21-52	K.S.A. 12-6a01 <i>et seq.</i>	406,212.56
Chapel Landing Addition Phase 2 - Water Distribution	R-21-53	K.S.A. 12-6a01 <i>et seq.</i>	320,080.42
Skyview at Block 49 Phase 2 - Paving and Sidewalk	R-22-27/R-22-29	K.S.A. 12-6a01 <i>et seq.</i>	425,679.45
Skyview at Block 49 Phase 2 - Sanitary Sewer	R-22-28	K.S.A. 12-6a01 <i>et seq.</i>	213,564.38
Skyview at Block 49 Phase 2- Storm Water Drain	R-22-30	K.S.A. 12-6a01 <i>et seq.</i>	340,531.19
Skyview at Block 49 Phase 2 - Water Distribution	R-22-31	K.S.A. 12-6a01 <i>et seq.</i>	93,485.45
Bristol Hollows Addition Phase 2 - Paving	R-22-09	K.S.A. 12-6a01 <i>et seq.</i>	786,245.75
Bristol Hollows Addition Phase 2 - Sanitary Sewer	R-22-51	K.S.A. 12-6a01 <i>et seq.</i>	293,814.61
Bristol Hollows Addition Phase 2 - Water Distribution	R-22-11	K.S.A. 12-6a01 <i>et seq.</i>	216,501.88
Chapel Landing Addition and Homestead Senior Landing - Sanitary Sewer Main	R-22-33	K.S.A. 12-6a01 <i>et seq.</i>	147,370.88
Chapel Landing Addition and Homestead Senior Landing - Sanitary Sewer Pump Station	R-22-34	K.S.A. 12-6a01 <i>et seq.</i>	1,721,593.24

Cedar Pass Addition Phase 1 - Paving	R-22-13	K.S.A. 12-6a01 <i>et seq.</i>	948,093.96
Cedar Pass Addition Phase 1 - Sanitary Sewer	R-22-14	K.S.A. 12-6a01 <i>et seq.</i>	520,994.75
Cedar Pass Addition Phase 1 - Drainage	R-22-15	K.S.A. 12-6a01 <i>et seq.</i>	1,265,336.26
Cedar Pass Addition Phase 1 - Water Distribution	R-22-16	K.S.A. 12-6a01 <i>et seq.</i>	398,812.69
Total:			\$9,346,999.54

; and

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body now finds and determines that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the general obligation bonds) and related expenses are at least \$9,346,999.54, with \$811,214.74 of said cost to be paid by the City at large and remaining costs to be paid by the owners of the property within the City benefited by the Improvements, and that the owners of the property benefited by the Improvements have paid \$[] in cash into the City Treasury on account of the Improvements, and the City is not applying any available funds from the City Treasury to pay part of said cost, and that there is \$[] available in net Bond sale premium, leaving \$9,405,000* to be paid for by the issuance of general obligation bonds; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay costs of the Improvements; and

WHEREAS, the City heretofore issued and has Outstanding its General Obligation Bonds, Series 2023A (the “Series 2023A Bonds”) and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the City for the purpose of refunding a \$[3,000] portion of the interest coming due on the Series 2023A Bonds on November 1, 2025 (the “Refunded Bond Interest”); and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$9,405,000* of its general obligation bonds, together with bid premium thereon, to pay costs of the Improvements and refund the Refunded Bond Interest; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the City for its general obligation bonds.

“Bond Resolution” means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

“Bonds” means the City's General Obligation Bonds, Series 2025A, dated October 28, 2025, authorized by this Ordinance.

“City” means the City of Bel Aire, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

“Finance Director” means the duly appointed and acting Finance Director of the City or, in the Finance Director's absence, the duly appointed Deputy, Assistant or Acting Finance Director of the City.

“Governing Body” means the Governing Body of the City.

“Mayor” means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“Refunded Bond Interest” means a \$[_,000] portion of the interest due on the Series 2023A Bonds on November 1, 2025.

“Refunded Notes” means the Series 2022B Notes maturing in the year 2025, in the aggregate principal amount of \$9,085,000.

“Series 2022B Notes” means the City's General Obligation Temporary Notes, Series 2022B, dated September 27, 2022.

“Series 2023A Bonds” means the Issuer's General Obligation Bonds, Series 2023A, dated November 28, 2023.

“State” means the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2025A, of the City in the principal amount of \$9,405,000*, for the purpose of providing funds to: (a) pay costs of the Improvements; (b) pay costs of issuance of the Bonds; (c) retire the Refunded Notes; and (d) pay costs of the Refunded Bond Interest.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property within the

territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

Section 6. Further Authority. The Mayor, Finance Director, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the Governing Body on October 7, 2025 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on October 7, 2025; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance was published on the City's website, www.belaireks.gov, as the official City newspaper, on October ____, 2025.

DATED: October 7, 2025.

Clerk

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Gilmore & Bell, P.C.
09/30/2025

RESOLUTION NO. [_____]

OF

THE CITY OF BEL AIRE, KANSAS

ADOPTED

OCTOBER 7, 2025

**GENERAL OBLIGATION BONDS
SERIES 2025A**

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EXHIBIT A – FORM OF BONDS A-1

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RESOLUTION NO. [____]

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. [____] 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.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds;
and

WHEREAS, the Ordinance authorized the Governing Body of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$9,405,000* to pay the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BELAIRE, KANSAS, AS FOLLOWS:

ARTICLE I**DEFINITIONS**

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

“**Authorized Denomination**” means \$5,000 or any integral multiples thereof.

“**Beneficial Owner**” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“**Bond Counsel**” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the State Treasurer and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” or **“Bond”** means the General Obligation Bonds, Series 2025A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“City” means the City of Bel Aire, Kansas.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

“Consulting Engineer” means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Bonds, Series 2025A created pursuant to **Section 501** hereof.

“Dated Date” means October 28, 2025.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2025A created within the Bond and Interest Fund pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise

set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

- (a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;
- (b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or
- (c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Finance Director” means the duly appointed and acting Finance Director of the Issuer or, in the Finance Director's absence, the duly appointed Deputy, Assistant or Acting Finance Director of the Issuer.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Fitch” means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in *Section 501* hereof.

“Governing Body” means the Governing Body of the Issuer.

“Improvement Fund” means the Improvement Fund for General Obligation Bonds, Series 2025A created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be November 1 and May 1 of each year, commencing May 1, 2026.

“Issue Date” means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

7651 E. Central Park Ave.
Bel Aire, Kansas 67226
Fax: (316) 744-3739

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[]
[]
[]
Fax: []

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street, 23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
 55 Water Street, 38th Floor
 New York, New York 10004

Fitch Ratings
 One State Street Plaza
 New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

“Ordinance” means Ordinance No. [____] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the

Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of \$[_____]], less an underwriting discount of \$[_____]], less an original issue discount of \$[_____]].

“Purchaser” means [_____]], the original purchaser of the Bonds, and any successor and assigns.

“Rating Agency” means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Refunded Bond Interest” means a \$[_,000] portion of the interest due on the Series 2023A Bonds on November 1, 2025.

“Refunded Notes” means the Series 2022B Notes maturing in the year 2025, in the aggregate principal amount of \$9,085,000.

“Refunded Notes Paying Agent” means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

“Refunded Notes Redemption Date” means November 1, 2025.

“Refunded Notes Resolution” means the resolution which authorized the Refunded Notes.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 213* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series 2022B Notes” means the Issuer's General Obligation Temporary Notes, Series 2022B, dated September 27, 2022.

“Series 2023A Bonds” means the Issuer's General Obligation Bonds, Series 2023A, dated November 28, 2023.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor's” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

[**“___ Term Bonds”** means the Bonds scheduled to mature in the year _____.]

[**“Term Bonds”** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 20__ Term Bonds.]

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on

obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$9,405,000*, for the purpose of providing funds to: (a) pay costs of the Improvements; (b) pay Costs of Issuance; (c) retire the Refunded Notes; and (d) pay the costs of the Refunded Bond Interest.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity November 1	Principal Amount	Annual Rate of Interest	Stated Maturity November 1	Principal Amount	Annual Rate of Interest
2027	\$330,000	[]%	2037	\$460,000	[]%
2028	340,000	[]%	2038	475,000	[]%
2029	350,000	[]%	2039	495,000	[]%
2030	360,000	[]%	2040	520,000	[]%
2031	370,000	[]%	2041	540,000	[]%
2032	385,000	[]%	2042	565,000	[]%
2033	395,000	[]%	2043	590,000	[]%
2034	410,000	[]%	2044	620,000	[]%
2035	425,000	[]%	2045	650,000	[]%
2036	440,000	[]%	2046	685,000	[]%

[TERM BONDS

Stated Maturity November 1	Principal Amount	Annual Rate of Interest
	\$	%]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General

pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer

of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Article III** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this **Article II**.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest

on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement

Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Bonds is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The bid of the Purchaser is accepted and the sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute

the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on November 1 in the years 2034, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on November 1, 2033, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[**Mandatory Redemption.** (a) [] Term Bonds.] The [] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such [] Term Bonds:

Principal Amount	Year
\$	
	*
*Final Maturity	

[(b) [] Term Bonds. The [] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such [] Term Bonds:

Principal Amount	Year
\$	
	[]*
*Final Maturity]	

[(c) 20__ Term Bonds.] The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a

Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such 20__ Term Bonds:

<u>Principal Amount</u> \$	<u>Year</u>
	20__*

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner’s duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying

Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice

from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of

the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Improvement Fund for General Obligation Bonds, Series 2025A.
- (b) Debt Service Account for General Obligation Bonds, Series 2025A (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for General Obligation Bonds, Series 2025A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund; Redemption of Refunded Notes; Payment of Refunded Bond Interest. Moneys in the Improvement Fund, and available funds of the Issuer, shall be used for the sole purposes of: (a) paying the costs of the Improvements; (b) retiring the Refunded Notes; and (c) paying the Refunded Bond Interest. Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Mayor (or designate) stating that such payment is being made for a purpose within the scope of the Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Mayor (or designate) stating that such payment is being made for a purpose within the scope of the Bond Resolution.

Necessary moneys in the Improvement Fund shall be paid and transferred to the Refunded Notes Paying Agent, and applied to the payment of the Refunded Notes on the Refunded Notes Redemption Date.

Necessary moneys in the Improvement Fund shall be paid and utilized to refund the Refunded Bond Interest on November 1, 2025.

Upon completion of the Improvements, redemption of the Refunded Notes and refunding of the Refunded Bond Interest, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section; and (3) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption

Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds shall be credited to the Debt Service Account.

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or

prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Article III** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the

Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate

proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice

Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the Governing Body on October 7, 2025.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on October 7, 2025, as the same appears of record in my office.

DATED: October 7, 2025.

Clerk

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EXHIBIT A
(FORM OF BONDS)

REGISTERED
NUMBER ____

REGISTERED
\$

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BOND
SERIES 2025A

Interest
Rate:

Maturity
Date:

Dated
Date: October 28, 2025

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Bel Aire, Kansas, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on November 1 and May 1 of each year, commencing May 1, 2026 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other

address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Bonds, Series 2025A,” aggregating the principal amount of \$9,405,000* (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-427 *et seq.*, and K.S.A. 12-6a01 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the

Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF BEL AIRE, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2025A, of the City of Bel Aire, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: October 28, 2025

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.

Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

 Social Security or
 Taxpayer Identification No.

 Signature (Sign here exactly as name(s)
 appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
 COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Bel Aire, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of October 28, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
 Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on October 28, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
 Treasurer of the State of Kansas

Gilmore & Bell, P.C.
09/30/2025

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$9,405,000*

CITY OF BEL AIRE, KANSAS

**GENERAL OBLIGATION BONDS
SERIES 2025A**

DATED OCTOBER 28, 2025

Legal Opinion

**Gilmore & Bell, P.C.
Wichita, Kansas**

\$9,405,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025A
DATED OCTOBER 28, 2025

CLOSING LIST

The transcript of proceedings will be prepared in electronic format unless otherwise noted, for the above referenced issue (the “Bonds”), and distributed as follows:

1. City of Bel Aire, Kansas (the “Issuer”)
2. Maria Schrock, Esq., Bel Aire, Kansas (“Issuer's Counsel”)
3. Attorney General of the State of Kansas
4. State Treasurer, Topeka, Kansas (the “Paying Agent”)
5. [] (the “Original Purchaser”)
6. Columbia Capital Management, LLC, Merriam, Kansas (the “Financial Advisor”)
7. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Chapel Landing Addition Phase 2 - Paving Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-21-50
 - Resolution No. R-21-50 authorizing paving improvements (recorded)
 - Affidavit of Publication of Resolution No. R-21-50
2. **Chapel Landing Addition Phase 2 – Sanitary Sewer Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-21-51
 - Resolution No. R-21-51 authorizing sanitary sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. R-21-51

3. **Chapel Landing Addition Phase 2 – Storm Water Drain Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-21-52
 - Resolution No. R-21-52 authorizing storm water drain improvements (recorded)
 - Affidavit of Publication of Resolution No. R-21-52

4. **Chapel Landing Addition Phase 2 – Water Distribution Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-21-53
 - Resolution No. R-21-53 authorizing water distribution improvements (recorded)
 - Affidavit of Publication of Resolution No. R-21-53

5. **Skyview at Block 49 Phase 2 – Paving and Sidewalk Improvements**
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-27
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-29
 - Resolution No. R-22-27 authorizing paving improvements (recorded)
 - Resolution No. R-22-29 authorizing sidewalk improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-27

6. **Skyview at Block 49 Phase 2 – Sanitary Sewer Improvements**
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-28
 - Resolution No. R-22-28 authorizing sanitary sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-28

7. **Skyview at Block 49 Phase 2 – Storm Water Drain Improvements**
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-30
 - Resolution No. R-22-30 authorizing storm water drain improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-30

8. **Skyview at Block 49 Phase 2 – Water Distribution Improvements**
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-31
 - Resolution No. R-22-31 authorizing water distribution improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-31

9. **Bristol Hollows Addition Phase 2 – Paving Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-09
 - Resolution No. R-22-09 authorizing paving improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-09

10. **Bristol Hollows Addition Phase 2 – Sanitary Sewer Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-51
 - Resolution No. R-22-51 authorizing sanitary sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-51

11. **Bristol Hollows Addition Phase 2 – Water Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-11
 - Resolution No. R-22-11 authorizing water improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-11

12. **Chapel Landing Addition and Homestead Senior Landing – Sanitary Sewer Main Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-33
 - Resolution No. R-22-33 authorizing sanitary sewer main improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-33

13. **Chapel Landing Addition and Homestead Senior Landing – Sanitary Sewer Pump Station Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-34
 - Resolution No. R-22-34 authorizing sanitary sewer pump station improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-34

14. **Cedar Pass Addition Phase 1 – Paving Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-13
 - Resolution No. R-22-13 authorizing paving improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-13

15. **Cedar Pass Addition Phase 1 – Sanitary Sewer Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-14
 - Resolution No. R-22-14 authorizing sanitary sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-14

16. **Cedar Pass Addition Phase 1 – Drainage Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-15
 - Resolution No. R-22-15 authorizing drainage improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-15

17. **Cedar Pass Addition Phase 1 – Water Distribution Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-16
 - Resolution No. R-22-16 authorizing water distribution improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-16

SPECIAL ASSESSMENT PROCEEDINGS

18. Excerpt of Minutes of the governing body meeting accepting the following documents:
 - Statement of Final Costs
 - Assessment Roll Certification
 - Notice of Public Hearing
 - Form of Notice of Hearing and Statement of Cost Proposed to be Assessed
19. Affidavit of Publication – Notice of Public Hearing
20. Certificate of Mailing – Notice of Public Hearing
21. Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. 744
22. Ordinance No. 744 levying special assessments
23. Affidavit of Publication of Ordinance No. 744
24. Certificate of Mailing – Notice of Assessment
25. Certificate of Treasurer – Assessments Paid in Cash

PROCEEDINGS AUTHORIZING THE SALE AND ISSUANCE OF THE BONDS

26. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-2025-36
27. Resolution No. R-2025-36 authorizing the offering for sale of the Bonds
28. Notice of Bond Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final
29. Official Statement
30. Continuing Disclosure Undertaking
31. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser, passage of Ordinance No. [] and adoption of Resolution No. []
32. Ordinance No. [] authorizing the issuance of the Bonds
33. Affidavit of publication of Ordinance No. []
34. Resolution No. [] prescribing the form and details of the Bonds
35. Ordinances/Resolutions authorizing Refunded Bonds

- 36. Refunded Notes Redemption Documents
 - Call for Redemption
 - Notice of Call for Redemption
 - Paying Agent’s Certification
 - Event Notice Pursuant to SEC Rule 15c2-12(b)(5)(C)

CLOSING DOCUMENTS

- 37. Transcript Certificate
 - Exhibit A* – Statement of Costs
 - Exhibit B* – Schedule of Outstanding General Obligation Indebtedness
- 38. Uniform Facsimile of Signature Certificates
- 39. Authorization of State Treasurer to use facsimile signature and seal
- 40. Specimen Bond and Printer's Certificate
- 41. Agreement Between Issuer and Agent
- 42. DTC Blanket Letter of Representations
- 43. Rating Letter
 - Standard & Poor’s
- 44. Closing Certificate
- 45. Federal Tax Certificate
 - Exhibit A* – Internal Revenue Service Form 8038-G and evidence of filing
 - Exhibit B* – Receipt for Purchase Price
 - Exhibit C* – Receipt and Representation
 - [*Exhibit C-1* – Certificate of Financial Advisor]
 - Exhibit D* – Description of Property Comprising the Financed Improvements[and List of Reimbursement Expenditures]
 - Exhibit E* – Sample Annual Compliance Checklist
 - Schedule 1* – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

- 46. Approving legal opinion of Gilmore & Bell, P.C.
- 47. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

- 48. Closing Letter

* * * * *

Gilmore & Bell, P.C.
09/30/2025

TRANSCRIPT CERTIFICATE

\$9,405,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025A
DATED OCTOBER 28, 2025

The undersigned Mayor and Clerk of the City of Bel Aire, Kansas (the “Issuer”), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the “Bonds”); and do hereby certify as of October 7, 2025, as follows:

1. Meaning of Words and Terms. Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the hereinafter defined Bond Resolution authorizing the Bonds.

2. Organization. The Issuer is a legally constituted city of the second class organized and existing under the laws of the State of Kansas.

3. Transcript of Proceedings. The transcript of proceedings (the “Transcript”) relating to the authorization and issuance of the Bonds is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript, and the facts stated in the Transcript still exist. In each and every instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk.

4. Newspaper. The City website, www.belaireks.gov, was the official newspaper of the Issuer from and after October 3, 2024. *The Ark Valley News* was the official newspaper of the Issuer at all times prior to and including October 3, 2024.

5. Meetings. All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcript were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the ordinances and rules of the Issuer.

6. Incumbency of Officers. The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

<u>Series 2025A</u>		
<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
Jim Benage	Mayor	12/2019 to 12/2027
Greg Davied	Councilmember	12/2021 to 12/2025
Tyler Dehn	Councilmember	06/2022 to 12/2027
Emily Hamburg	Councilmember	05/2022 to 12/2027
Tom Schmitz	Councilmember	06/2024 to 12/2025

John Welch	Councilmember	03/2020 to 12/2025
Melissa Krehbiel	City Clerk	N/A

Series 2022B		
Name	Title	Term of Office
Jim Benage	Mayor	12/2019 to 12/2023
Tyler Dehn	Councilmember	06/2021 to 12/2023
Justin Smith	Councilmember	01/2018 to 12/2025
John Welch	Councilmember	03/2020 to 12/2025
Greg Davied	Councilmember	12/2021 to 12/2025
Emily Hamburg	Councilmember	05/2022 to 12/2023
Melissa Krehbiel	City Clerk	N/A

7. **Execution of Bonds.** The Bonds have been executed with facsimile signatures; and the facsimile signatures appearing on the face of the Bonds are facsimiles of the true and genuine signatures of the Mayor and Clerk of the Issuer; which facsimiles are ratified as a proper execution of said Bonds. Each signature has either been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 *et seq.* or executed in accordance with K.S.A. 16-1601 *et seq.* A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Bonds and on the reverse side of each of the Bonds at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Bond bears a Certificate of Registration evidencing the fact that it has been registered in the office of the Clerk. A true impression of the seal is set forth adjacent to the signature of the Clerk below. The specimen bond included in the Transcript is in the form adopted by the governing body of the Issuer for the Bonds.

8. **Authorization and Purpose of the Bonds.** The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a01 *et seq.*, and K.S.A. 10-427 *et seq.*, all as amended, and Ordinance No. [] and Resolution No. [] of the Issuer duly adopted by the Governing Body of the Issuer on October 7, 2025 (collectively, the “Bond Resolution”) for the purpose of paying costs of issuance and:

- (a) paying costs of certain internal improvements (the “Improvements”);
- (b) refunding, pursuant to K.S.A. 10-427 *et seq.*, a \$[,000] portion of the November 1, 2025 interest amount due on the Issuer’s General Obligation Bonds, Series 2023A (the “Refunded Bond Interest”); and
- (c) retiring on November 1, 2025 the following temporary notes of the Issuer, issued to temporarily finance the Improvements (the “Refunded Notes”):

Description	Series	Dated Date	Maturity Dates	Amount
General Obligation Temporary Notes	2022B	09/27/2022	12/01/2025	\$9,085,000

The total principal amount of the Bonds does not exceed the cost of the Improvements for which the Bonds are issued. A Statement of Cost is attached hereto as **Exhibit A** and made a part hereof by reference as though fully set out herein.

The interest rates on the Bonds on the date of the sale of the Bonds were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. **Bonded Indebtedness.** The currently outstanding applicable indebtedness of the Issuer, including the Bonds, does not exceed any applicable constitutional or statutory limitations. A Schedule of Bonded Indebtedness, which sets forth all currently outstanding general obligation indebtedness of the Issuer, is attached hereto as ***Exhibit B*** and made a part hereof by reference as though fully set out herein.

10. **Valuation.** The total assessed valuation of the taxable tangible property within the Issuer for the year 2025 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$112,624,366
Tangible Valuation of Motor Vehicles.....	<u>13,359,415</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$125,983,781

11. **Non-litigation.** There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Bonds.

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WITNESS our true and genuine manual signatures and the seal of the Issuer.

Mayor

(SEAL)

Clerk

EXHIBIT A**STATEMENT OF COST**

Re: General Obligation Bonds, Series 2025A, Dated October 28, 2025, of the City of
Bel Aire, Kansas

Sources of Funds:	
Principal Amount of the Bonds	\$9,405,000*.00
Available funds of the Issuer	
Prepaid special assessments	
Original Issue Premium	
Total	
Uses of Funds:	
Deposit to Improvement Fund	
Refunded Bond Interest	
Deposit to Costs of Issuance Account	
Underwriter's Discount	
Bond Insurance Premium	
Total	

EXHIBIT B**CITY OF BEL AIRE, KANSAS****SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of October 28, 2025)****GENERAL OBLIGATION BONDS**

Description of Indebtedness	Date of Indebtedness	Final Maturity	Original Principal Amount	Amount Outstanding	Subject to Debt Limit
General Obligation Bonds, Series 2014A	7/30/2014	10/1/2034	\$1,100,000	\$560,000	\$ 73,040 (30.90%)
General Obligation Refunding Bonds, Series 2015A	5/05/2015	11/1/2027	5,390,000	950,000	281,390 (29.62%)
Taxable General Obligation Refunding Bonds, Series 2015B	5/05/2015	11/1/2027	575,000	120,000	71,148 (59.29%)
General Obligation Refunding and Improvement Bonds, Series 2015D	11/24/2015	11/01/2036	3,960,000	2,580,000	141,900 (5.5%)
Taxable General Obligation Refunding and Improvement Bonds, Series 2015E	11/24/2015	11/01/2036	220,000	145,000	0 (0%)
General Obligation Bonds, Series 2016A	11/22/2016	11/01/2037	2,820,000	1,770,000	910,842 (51.46%)
General Obligation Bonds, Series 2017A	11/21/2017	11/01/2038	5,545,000	4,015,000	2,363,631 (58.87%)
General Obligation Bonds, Series 2019A	11/21/2019	11/01/2040	6,060,000	5,080,000	2,727,960 (53.70%)
Taxable General Obligation Refunding Bonds, Series 2019B	11/21/2019	11/01/2029	1,430,000	750,000	750,000 (100%)
General Obligation Refunding and Improvement Bonds, Series 2020B	11/10/2020	11/01/2041	3,650,000	2,500,000	1,082,750 (43.31%)
General Obligation Refunding Bonds, Series 2021A	07/06/2021	11/01/2034	5,135,000	3,765,000	1,327,539 (35.26%)
General Obligation Bonds, Series 2021C	12/07/2021	11/01/2041	2,440,000	2,160,000	0 (0%)
General Obligation Bonds, Series 2022A	09/27/2022	11/01/2043	3,635,000	3,515,000	1,313,204 (37.36%)
General Obligation Bonds, Series 2023A	11/28/2023	11/01/2044	5,425,000	5,425,000	1,151,185 (21.22%)
General Obligation Bonds, Series 2024A	11/27/2024	11/01/2045	10,375,000	10,375,000	4,583,675 (44.18%)
General Obligation Bonds, Series 2025A*	10/28/2025	11/01/2046	9,405,000*	9,405,000*	2,972,504% (31.68%)
	Total			\$53,115,000	\$19,857,768

*This Issue

TEMPORARY NOTES

<u>Description of Indebtedness</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>	<u>Amount Outstanding</u>	<u>Subject to Debt Limit</u>
General Obligation Temporary Notes, Series 2022B**	09/27/2022	12/01/2025	\$9,085,000	\$--	\$-- (28.45%)
General Obligation Temporary Notes, Series 2023B	11/28/2023	12/01/2026	6,855,000	6,855,000	2,767,364 (40.37%)
General Obligation Temporary Notes, Series 2024B	11/27/2024	12/01/2026	8,975,000	8,975,000	2,656,600 (29.60%)
General Obligation Temporary Notes, Series 2025B	10/28/2025	12/01/2028	10,565,000*	10,565,000*	4,697,378 (44.46%)
	<i>Total</i>			<i>\$26,395,000</i>	<i>\$10,121,342</i>

**To be retired as of November 1, 2025 by Series 2025A Bonds

Gilmore & Bell, P.C.
09/30/2025

AGREEMENT BETWEEN ISSUER AND AGENT

\$9,405,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025A
DATED OCTOBER 28, 2025

THIS AGREEMENT, dated as of October 28, 2025, between the City of Bel Aire, Kansas, a municipality (the “Issuer”), and the State Treasurer of Kansas, as Agent (the “Agent”).

WHEREAS, for its lawful purposes, the Issuer has duly authorized the issue of the above-captioned bonds (the “Securities”), and the Issuer wishes the Agent to act as its Paying Agent, Bond Registrar, and Transfer Agent for the Securities:

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

Issuer hereby appoints or has heretofore appointed the State Treasurer of Kansas to act as Paying Agent, Bond Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Bond Registrar and Transfer Agent.

II. BASIC DUTIES

- A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.
- B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.
- C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.
- D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 *et seq.*, except as specifically provided in this Agreement.
- E. Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of \$300, a registration fee of \$30, plus a fee of \$5,000.00, which is based on “Book-entry Only” Securities.

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the bond issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the bond issue. In addition to the aforementioned fee, Issuer covenants and agrees to pay to Agent the fee as stated and required by K.S.A. 10-505 for performing the duties of paying the principal of the Securities.

IV. STANDARD OF PERFORMANCE

Issuer shall provide, or shall cause to be provided to Agent, a designation of whether its Securities are to be issued in certificated or uncertificated form, or both.

A. *STATEMENTS OF OWNERSHIP*

Agent agrees to provide Statements of Ownership to the owner of uncertificated Securities. Such Statements shall be in accordance with the standards set forth by the Attorney General. All Statements shall be issued in the denominations of \$1,000 or \$5,000 or integral multiples thereof except for one additional Security in another denomination, which additional Security shall mature in the initial maturity year of the series of the Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Agent shall at all times maintain an adequate supply of Statements of Ownership for any anticipated transfers or exchanges of the Statements.

B. *CERTIFICATED SECURITIES*

All certificated Securities issued by Issuer under this Agreement shall be in accordance with the standards set forth by the Attorney General and unless otherwise authorized by Agent, the principal thereof shall be payable only upon surrender of the Security to Agent. All certificates shall be issued in the denomination of \$1,000 or \$5,000 or integral multiples thereof except one authorized Security in another denomination which additional Security shall mature in the initial maturity year of the series of Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Issuer shall at Issuer's cost provide Agent with an adequate supply of certificates for any anticipated transfers or exchanges of the certificates. Issuer shall be responsible for the payment of the printing or other expenses for such certificates. Issuer shall be responsible for obtaining appropriate “CUSIP” number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. *INTEREST CALCULATIONS*

Agent shall calculate interest on the basis of \$1,000 and \$5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first

determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal place is equal to or greater than five the sixth decimal place is increased by one. The final per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. *SURRENDER*

Securities surrendered for payment, cancellation or partial redemption shall be cancelled by Agent and returned to Issuer in accordance with K.S.A. 10-111.

E. *TRANSFERS AND EXCHANGES*

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.
2. In accordance with the authorizing Resolution or Ordinance of the Issuer (the "Bond Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.
3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Bond Resolution authorizing the Securities.

F. *REGISTRATION DATES AND FUNDS FOR PAYMENTS*

Date of Registration shall be affixed on the initial Securities. Subsequent transfers or exchanges shall bear a Date of Registration as of the date that all the required documentation is received at the Agent's official place of business. Issuer will provide funds to make any interest or principal payments in accordance with K.S.A. 10-130 and amendments thereto. Agent is hereby authorized to effect any semiannual payment of interest or any principal by charging the Issuer's Fiscal Agency account with Agent.

G. *REPLACEMENT OF SECURITIES*

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. **REDEMPTIONS**

Optional Redemption. If any Securities are to be redeemed pursuant to an optional redemption in accordance with their terms, Issuer agrees to give Agent at least fifteen (15) days written notice thereof prior to the notice to be given the Security owners. If there is no provision for notice to the Security owners, Issuer agrees to give at least thirty (30) days written notice to Agent.

[**Mandatory Redemption.** If any Securities are subject to mandatory redemption in accordance with their terms of the Bond Resolution, no additional notice is required to be given to the Agent to exercise the mandatory redemption. The Agent will provide notice of such redemption utilizing substantially the form of Notice of Mandatory Redemption attached hereto as *Appendix I.*]

Notice of Redemption. Agent shall then notify, by ordinary mail, the owner of such Securities to be so redeemed. Agent shall select the Securities to be so redeemed. Agent shall not be required to exchange or register a transfer of any Security for a period of fifteen (15) days preceding the date notice is to be provided to the Security owners for the purpose of selecting Securities on a partial redemption. Further, in the event notice is given to Agent for a complete redemption of the Issue according to the terms of the Bond Resolution, Agent shall not be required to transfer or exchange any Security beginning on the day following the 15th day preceding the date set for redemption.

I. **MISCELLANEOUS**

Agent hereby acknowledges receipt of numbered Securities of Issuer (in a number equal to one Security for each maturity) for registration and exchange, and shall safeguard any “blank” Securities held for purpose of exchange or transfer.

J. **REPORTS**

Agent shall provide Issuer an annual report of the activity with respect to the issuance of Securities upon written request of Issuer.

K. **CONSTRUCTION**

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Bond Resolution authorizing the issuance of the Securities.

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CITY OF BEL AIRE, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
Clerk

**OFFICE OF THE TREASURER
OF THE STATE OF KANSAS**

(SEAL)

By _____
Director of Fiscal Services

ATTACHMENT "A"**SAMPLE**

$$\begin{array}{rcl}
 & \$5,000.00000 & \text{Bond Unit} \\
 \times & \underline{.06875} & \text{Interest Rate} \\
 = & 343.750000 & \text{Rounded to six decimal places} \\
 \\
 / & \underline{360} & \text{Days per year} \\
 = & .954861 & \text{Rounded to six decimal places} \\
 \\
 \times & \underline{180} & \text{Day in interest period} \\
 = & 171.874980 & \text{(Rounded to second decimal = \$171.87)}
 \end{array}$$

Unit interest is then multiplied by the number of units in the maturity.

[APPENDIX I

NOTICE OF CALL FOR MANDATORY REDEMPTION
TO THE OWNERS OF
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025A, DATED OCTOBER 28, 2025

Notice is hereby given that pursuant to the provisions of *Article III* of Resolution No. [] (the “Bond Resolution”) of the City of Bel Aire, Kansas (the “Issuer”) that a portion of the above-mentioned bonds (the “Bonds”) scheduled to mature in [20][] (the “Called Bonds”), have been called for mandatory redemption and payment on November 1, [] (the “Redemption Date”), at the principal office of the Treasurer of the State of Kansas (the “Bond Registrar and Paying Agent”).

<u>[Nos.]</u>	<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number</u>
---------------	---	-----------------------------------	--------------------------------	-------------------------------

On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Bonds issued in denominations of greater than \$5,000 may be subject to partial redemption. In such event, a new certificate or certificates will be issued to the Owner in the principal amount to remain Outstanding. Interest shall cease to accrue on the Called Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

CITY OF BEL AIRE, KANSAS

By _____
Treasurer of the State of Kansas,
Topeka, Kansas]

Gilmore & Bell, P.C.
09/30/2025

**UNDERWRITING SAFEKEEPING AGREEMENT
BY AND BETWEEN
DEPOSITORY TRUST COMPANY
AND
THE CITY OF BELAIRE, KANSAS
AND
THE OFFICE OF THE KANSAS STATE TREASURER**

**\$9,405,000*
CITY OF BELAIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025A
DATED OCTOBER 28, 2025**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned bonds (the "Bonds") for safekeeping prior to the delivery of the Bonds on October 28, 2025 (the "Closing Date"), the City of Bel Aire, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Bonds, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of [____], [____], as the Underwriter (the "Underwriter") in distributing the Bonds.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Bonds, and agrees to safekeep and hold in escrow the Bonds until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Bonds: Melissa Krehbiel, Clerk, or Gilmore & Bell, P.C., Bond Counsel. Notification may be made by telephone or by receipt of an executed notice, delivered or telecopied to DTC; provided, however, that if the notification is made by telephone, written notice must be sent within 24 hours of the original notification. In the event the Issuer executes the release of the Bonds, DTC will distribute the Bonds pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Bonds is received, DTC shall return the Bonds as soon as practicable, but in any event, no later than the following business day.

DTC agrees to hold the Issuer and the Agent, as their interests may appear, and any of their officers or employees, harmless from any liability, loss, damage or reasonable expense in connection with the loss, theft, destruction or other disappearance of the Bonds while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Bonds and prior to distributing the Bonds in accordance with the instructions furnished by the Underwriter.

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CITY OF BEL AIRE, KANSAS

Dated: October 7, 2025

By: _____
Clerk

**OFFICE OF THE TREASURER OF
THE STATE OF KANSAS, As Agent**

Dated: _____

By: _____
Title: Director of Fiscal Services

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

Gilmore & Bell, P.C.
09/30/2025

CLOSING CERTIFICATE

\$9,405,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025A
DATED OCTOBER 28, 2025

The undersigned Mayor and Clerk of the City of Bel Aire, Kansas (the “Issuer”), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the “Bonds”); and certify as of October 28, 2025 (the “Issue Date”), as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the Bond Resolution (defined below) authorizing the Bonds.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Bonds (the “Transcript”), furnished to the Purchaser of the Bonds, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated October 7, 2025 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Bonds. he Issuer is issuing and delivering the Bonds simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a01 *et seq.*, K.S.A. 10-427 *et seq.*, all as amended, and Ordinance No. [____] and Resolution No. [____] of the Issuer duly adopted by the Governing Body of the Issuer on October 7, 2025 (collectively the “Bond Resolution”) for the purpose of paying costs of issuance and:

- (a) paying costs of certain internal improvements (the “Improvements”);
- (b) refunding, pursuant to K.S.A. 10-427 *et seq.*, a \$[_,000] portion of the November 1, 2025 interest amount due on the Issuer’s General Obligation Bonds, Series 2023A (the “Refunded Bond Interest”); and
- (c) retiring on November 1, 2025 the following temporary notes of the Issuer, issued to temporarily finance the Improvements (the “Refunded Notes”):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Maturity Dates</i>	<i>Amount</i>
General Obligation Temporary Notes	2022B	09/27/2022	12/01/2025	\$9,085,000

4. Security for the Bonds. The Bonds are general obligations of the Issuer payable in part from special assessments levied upon the property benefited by the Improvements and, if not so paid, from

ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, with the balance payable, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Bond Resolution to the payment of the principal of and interest on the Bonds. In the Bond Resolution, the governing body of the Issuer has covenanted to annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

5. Sale of Bonds. The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Sale dated September 2, 2025 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Sale and Preliminary Official Statement was sent to prospective purchasers of the Bonds, and to all other persons and firms requesting copies of such Notice of Sale and Preliminary Official Statement.

6. Official Statement. The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Bonds. To the best of our knowledge, the Official Statement, other than the sections entitled “The Depository Trust Company,” “Rating,” “Approval of Legality,” “Tax Exemption – The Obligations,” and *Appendices B, C, and D*, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

7. Continuing Disclosure Undertaking. The Issuer has heretofore executed a Continuing Disclosure Undertaking (the “Disclosure Undertaking”), wherein the Issuer has covenanted to disseminate such information as is required in accordance with the provisions of the SEC Rule and the Disclosure Undertaking. In the Bond Resolution, the Issuer has covenanted to apply the provisions of the Disclosure Undertaking to the Bonds. A copy of the Disclosure Undertaking is contained in the Transcript.

8. Non-Litigation. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best of our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Bonds; or (g) the federal or state tax-exempt status of the interest on the Bonds; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Bond Resolution or the Official Statement, or the validity or enforceability of the Bonds, which are not disclosed in the final Official Statement.

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WITNESS our signatures and the seal of the Issuer.

(SEAL)

Mayor

Clerk

Gilmore & Bell, P.C.
09/30/2025

[FORM OF BOND COUNSEL OPINION]

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

[October 28, 2025]

Governing Body
City of Bel Aire, Kansas

[
]

Re: \$9,405,000* General Obligation Bonds, Series 2025A (the “Bonds”), and
\$10,565,000* General Obligation Temporary Notes, Series 2025B (the “Notes”)
of the City of Bel Aire, Kansas, Dated October 28, 2025

We have served as Bond Counsel to the City of Bel Aire, Kansas (the “Issuer”), in connection with the issuance by the Issuer of the above-captioned Bonds and Notes (jointly, the “Obligations”). In this capacity, we have examined the law and such certified proceedings, certifications and other documents as we have deemed necessary to give the opinions below. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the governing body of the Issuer authorizing the issuance and prescribing the details of the Obligations.

Regarding questions of fact material to the opinions below, we have relied on the representations of the Issuer, on the certified proceedings and other certifications of representatives of the Issuer and the certifications of others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion that:

1. The Obligations have been duly authorized and executed by the Issuer and are valid and binding general obligations of the Issuer.

2. The Bonds are payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer.

The Notes are payable as to both principal and interest from general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer.

The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Obligations to the extent that necessary funds are not provided from other sources.

3. The interest on the Obligations [(including any original issue discount properly allocable to an owner of an Obligation)] is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Obligations in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Obligations to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Obligations. The Obligations have **not** been designated as “qualified tax-exempt obligations” for purposes of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Obligations.

4. The interest on the Obligations is exempt from income taxation by the State of Kansas.

We express no opinion regarding federal tax consequences arising with respect to the Obligations.

The rights of the owners of the Obligations and the enforceability of the Obligations may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding the accuracy, adequacy or completeness of the Official Statement or other offering material relating to the Obligations, or the tax consequences arising with respect to the Obligations other than as expressly set forth in this opinion letter.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

GILMORE & BELL, P.C.

Gilmore & Bell, P.C.
09/30/2025

CONTINUING DISCLOSURE UNDERTAKING

DATED AS OF OCTOBER 28, 2025

BY

CITY OF BEL AIRE, KANSAS

\$9,405,000*
GENERAL OBLIGATION BONDS
SERIES 2025A

\$10,565,000*
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B

DATED OCTOBER 28, 2025

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of October 28, 2025 (the “Continuing Disclosure Undertaking”), is executed and delivered by **CITY OF BELAIRE, KANSAS** (the “Issuer”).

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of its General Obligation Bonds, Series 2025A (the “Bonds”) and General Obligation Temporary Notes, Series 2025B (the “Notes,” and, with the Bonds, jointly the “Obligations”), pursuant to an Ordinance and Resolutions adopted by the governing body of the Issuer (collectively the “Resolution”).

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Obligations and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”). The Issuer is the only “obligated person” with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**ACFR**” means the Issuer's Annual Comprehensive Annual Financial Report, if any.

“**Annual Report**” means any Annual Report provided by the Issuer pursuant to, and as described in, **Section 2** of this Continuing Disclosure Undertaking, which may include the Issuer's ACFR, so long as the ACFR contains the financial information and operating data described in **Section 2(a)(1)** and **(2)**.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“**Financial Obligation**” means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation;

or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

“Material Events” means any of the events listed in *Section 3* of this Continuing Disclosure Undertaking.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Obligations required to comply with the Rule in connection with the offering of the Obligations.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than the last day of the eighth month after the end of the Issuer’s Fiscal Year, commencing with the year ending December 31, 2025, file with the MSRB, through EMMA, the following financial information and operating data (the “Annual Report”):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, in substantially the format contained in the Official Statement relating to the Bonds. A more detailed explanation of the accounting basis and method of preparation of the financial statements is contained in the Official Statement relating to the Bonds. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Obligations, as described in *Exhibit A*, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the Issuer.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as

for a Material Event under **Section 3**, and the Annual Report deadline provided above shall automatically become the last day of the eighth month after the end of the Issuer's new Fiscal Year.

(b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. Not later than 10 Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Obligations ("Material Events"):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Obligations, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in **Section 2(a)**, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this **Section 3**.

Section 4. Termination of Reporting Obligation. The Issuer's obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Obligations. If the Issuer's obligations under this Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the

Obligations, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Undertaking, the Issuer may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Undertaking, the Issuer shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Obligations may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Resolution or the Obligations, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the Issuer to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Continuing Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and the Beneficial Owners from time to time of the Obligations, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Resolution or the Obligations shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Kansas.

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IN WITNESS WHEREOF, the Issuer has caused this Continuing Disclosure Undertaking to be executed as of the day and year first above written.

CITY OF BEL AIRE, KANSAS

(SEAL)

Mayor

Clerk

EXHIBIT A**FINANCIAL INFORMATION AND OPERATING DATA
TO BE INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in tables in the following sections contained in the final Official Statement, including *Appendix A*, relating to the Obligations:

Operating Data

- DEBT STRUCTURE OF THE CITY*
 - General Obligation Bonds
 - General Obligation Temporary Notes
 - Public Building Commission Revenue Bonds
- FINANCIAL INFORMATION--Property Valuations
- FINANCIAL INFORMATION—City Tax Rates, Levies and Collections

* This Operating Data is also available in the Issuer's financial information portion of its Annual Report.

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Gilmore & Bell, P.C.
09/30/2025

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON OCTOBER 7, 2025**

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

Absent:

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

* * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 2025B, dated October 28, 2025, of the City had been received. A tabulation of the bids is set forth as *Exhibit A* hereto.

The governing body reviewed and considered the bids and it was found and determined that the bid of [____], [____], was the best bid for the Notes, a copy of which is attached hereto as *Exhibit B*.

There was presented a Resolution entitled:

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.

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

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____, and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

EXHIBIT A
BID TABULATION

\$10,565,000* CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES

Dated: October 28, 2025
Series 2025B

Sale Date: October 7, 2025
[10:00 A.M]., Central Time
Max Interest Rate: []%

BIDDERS

EXHIBIT B
(BID OF PURCHASER)

Gilmore & Bell, P.C.
09/30/2025

RESOLUTION NO. [____]

OF

THE CITY OF BEL AIRE, KANSAS

ADOPTED

OCTOBER 7, 2025

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B**

RESOLUTION

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RESOLUTION NO. []

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.

WHEREAS, the City of Bel Aire, Kansas (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (the “Improvements”) to be made in the City, to-wit:

Project Description	Res. No.	Authority (K.S.A.)	Amount*
Bel Aire Lakes Ph1 - Paving - 2025 TN	R-23-25	K.S.A. 12-6a01 et seq.	\$2,150,000.00
Bel Aire Lakes Ph1 - Entrance - 2025 TN	R-25-31	K.S.A. 12-6a01 et seq.	495,000.00
Bel Aire Lakes Ph1- Sewer - 2025 TN	R-23-26		476,000.00
Bel Aire Lakes Ph1 - Water - 2025 TN	R-23-27	K.S.A. 12-6a01 et seq.	365,000.00
Skyview at Webb Phase 1 - Paving	R-25-12	K.S.A. 12-6a01 et seq.	800,000.00
Skyview at Webb Phase 1 - Sewer	R-25-13	K.S.A. 12-6a01 et seq.	446,000.00
Skyview at Webb Phase 1 - Stormwater	R-25-14	K.S.A. 12-6a01 et seq.	936,000.00
Skyview at Webb Phase 1 - Water	R-25-15	K.S.A. 12-6a01 et seq.	392,000.00
Sunflower Commerce Park 3rd Phase 2 - Paving	R-25-20	K.S.A. 12-6a01 et seq.	850,000.00
Sunflower Commerce Park 3rd Phase 2 - Sewer	R-25-21	K.S.A. 12-6a01 et seq.	1,900,000.00
Sunflower Commerce Park 3rd Phase 2 - Stormwater	R-25-22	K.S.A. 12-6a01 et seq.	350,000.00
Sunflower Commerce Park 3rd Phase 2 - Water	R-25-23	K.S.A. 12-6a01 et seq.	500,000.00
; and			

*Construction and engineering only; excludes temporary note interest and costs of issuance

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, none of such temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay costs of the Improvements; and

WHEREAS, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the City on this date, awarded the sale of such Notes to the best bidder; and

WHEREAS, in addition to the estimated costs in the foregoing table, the Issuer has allowed a total of \$[] in Note original issue and underwriting discount, and the estimated interest and costs of issuance for the Notes are \$[], resulting in a total estimated Improvement cost of \$10,565,000*, are hereby approved by the governing body of the Issuer; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$10,565,000* to pay costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BELAIRE, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“City” means the City of Bel Aire, Kansas.

“Clerk” means the duly elected/appointed and acting Clerk of the Issuer, or in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Consulting Engineer” means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2025B created pursuant to **Section 501** hereof.

“Dated Date” means October 28, 2025.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2025B (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Fitch” means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Funds and Accounts” means funds and accounts created by or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 2025B created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be June 1 and December 1 of each year, commencing June 1, 2026.

“Issue Date” means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Note Payment Date” means any date on which principal of or interest on any Note is payable.

“**Note Register**” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“**Note Registrar**” means the State Treasurer and its successors and assigns.

“**Note Resolution**” means this resolution relating to the Notes.

“**Notes**” means the General Obligation Temporary Notes, Series 2025B, authorized and issued by the Issuer pursuant to this Note Resolution.

“**Notice Address**” means with respect to the following entities:

(a) To the Issuer at:

7651 E. Central Park Avenue
Bel Aire, Kansas 67226
Fax: (316) 744-3739

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[]
[]
[]
Fax: []

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

Fitch Ratings
One State Street Plaza
New York, New York 10004

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Notes.

“Outstanding” means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment

of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Notes plus accrued interest to the date of delivery, [plus a premium of \$____], [less an underwriting discount of \$____].

“Purchaser” means [____], [____], the original purchaser of the Notes, and any successors and assigns.

“Rating Agency” means any company, agency or entity that provides financial ratings for the Notes.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

“Redemption Price” when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor's” means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“**Substitute Improvements**” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

“**Treasurer**” means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2025B, of the Issuer in the principal amount of \$10,565,000*, for the purpose of providing funds to: (a) pay costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity	Principal	Annual Rate
<u>December 1</u>	<u>Amount</u>	<u>of Interest</u>
2028	\$10,565,000*	[]%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same

force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Notes is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The bid of the Purchaser is accepted and the sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on December 1, 2027 and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

- (a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed;

(4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2025B.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2025B.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2025B.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

- (a) All accrued interest and excess proceeds, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; and (b) paying interest on the Notes.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Mayor (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Mayor (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section; and (3) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account

shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds shall be credited to the Debt Service Account.

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution

may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Article III*. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor, chief financial officer, and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations,

published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution or ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on October 7, 2025.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on October 7, 2025, as the same appears of record in my office.

DATED: October 7, 2025.

Clerk

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EXHIBIT A
(FORM OF NOTES)

REGISTERED
NUMBER _____

REGISTERED
\$

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF BEL AIRE
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2025B

Interest	Maturity	Dated	CUSIP:
Rate:	Date:	Date: October 28, 2025	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Bel Aire, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing June 1, 2026 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the

Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2025B,” aggregating the principal amount of \$10,565,000* (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 12-6a01 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained,

payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF BELAIRE, KANSAS

(Facsimile Seal) By: _____ (manual or facsimile)
Mayor

ATTEST:

By: _____ (manual or facsimile)
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal) By: _____ (manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2025B, of the City of Bel Aire, Kansas, described in the within-mentioned Note Resolution.

Registration Date: October 28, 2025

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By: _____

Registration Number: _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

Name_____
Social Security or
Taxpayer Identification No._____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERKSTATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Bel Aire, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of October 28, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)

Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on October 28, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
(facsimile)
Treasurer of the State of Kansas

Gilmore & Bell, P.C.
09/30/2025

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$10,565,000*

CITY OF BEL AIRE, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B**

DATED OCTOBER 28, 2025

Legal Opinion

**Gilmore & Bell, P.C.
Wichita, Kansas**

\$10,565,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B
DATED OCTOBER 28, 2025

CLOSING LIST

The transcript of proceedings will be prepared in electronic format unless otherwise noted, for the above referenced issue (the “Notes”), and distributed as follows:

1. City of Bel Aire, Kansas (the “Issuer”)
2. Maria Schrock, Esq., Bel Aire, Kansas (“Issuer's Counsel”)
3. Attorney General of the State of Kansas
4. State Treasurer, Topeka, Kansas (the “Paying Agent”)
5. [] (the “Original Purchaser”)
6. Columbia Capital Management, LLC, Merriam, Kansas (the “Financial Advisor”)
7. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Skyview at Webb Phase 1 - Paving Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-25-12
 - Resolution No. R-25-12 authorizing paving improvements (recorded)
 - Affidavit of Publication of Resolution No. R-25-12
2. **Skyview at Webb Phase 1 – Sanitary Sewer Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-25-13
 - Resolution No. R-25-13 authorizing sanitary sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. R-25-13

3. **Skyview at Webb Phase 1 – Stormwater Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-25-14
 - Resolution No. R-25-14 authorizing stormwater improvements (recorded)
 - Affidavit of Publication of Resolution No. R-25-14

4. **Skyview at Webb Phase 1 – Water Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-25-15
 - Resolution No. R-25-15 authorizing water improvements (recorded)
 - Affidavit of Publication of Resolution No. R-25-15

5. **Sunflower Commerce Park 3rd Phase 2 – Paving Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-25-20
 - Resolution No. R-25-20 authorizing paving improvements (recorded)
 - Affidavit of Publication of Resolution No. R-25-20

6. **Sunflower Commerce Park 3rd Phase 2 – Sanitary Sewer Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-25-21
 - Resolution No. R-25-21 authorizing sanitary sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. R-25-21

7. **Sunflower Commerce Park 3rd Phase 2 – Stormwater Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-25-22
 - Resolution No. R-25-22 authorizing stormwater improvements (recorded)
 - Affidavit of Publication of Resolution No. R-25-22

8. **Sunflower Commerce Park 3rd Phase 2 – Water Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-25-23
 - Resolution No. R-25-23 authorizing water improvements (recorded)
 - Affidavit of Publication of Resolution No. R-25-23

9. **Bel Aire Lakes Phase 1 - Paving Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-23-25
 - Resolution No. R-23-25 authorizing paving improvements (recorded)
 - Affidavit of Publication of Resolution No. R-23-25

10. **Bel Aire Lakes Phase 1 – Sanitary Sewer Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-23-26
 - Resolution No. R-23-26 authorizing sanitary sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. R-23-26

11. **Bel Aire Lakes Phase 1 – Water Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-23-27
 - Resolution No. R-23-27 authorizing water improvements (recorded)
 - Affidavit of Publication of Resolution No. R-23-27

12. **Bel Aire Lakes Phase 1 – Entrance Improvements**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-23-31
 - Resolution No. R-23-31 authorizing entrance improvements (recorded)
 - Affidavit of Publication of Resolution No. R-23-31

**PROCEEDINGS AUTHORIZING THE SALE
AND ISSUANCE OF THE NOTES**

13. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-2025-36
14. Resolution No. R-2025-36 authorizing the offering for sale of the Notes
15. Notice of Note Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final
16. Official Statement
17. Continuing Disclosure Undertaking
18. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser and adoption of Resolution No. [_____]
19. Resolution No. [_____] authorizing the issuance of the Notes and prescribing the form and details of the Notes

CLOSING DOCUMENTS

20. Transcript Certificate
Exhibit A – Statement of Costs
Exhibit B – Schedule of Outstanding General Obligation Indebtedness
21. Uniform Facsimile of Signature Certificates
22. Authorization of State Treasurer to use facsimile signature and seal
23. Specimen Note and Printer's Certificate
24. Agreement Between Issuer and Agent
25. DTC Blanket Letter of Representations
26. Rating Letter
· Standard & Poor's
27. Closing Certificate
28. Federal Tax Certificate
Exhibit A – Internal Revenue Service Form 8038-G and evidence of filing
Exhibit B – Receipt for Purchase Price
Exhibit C – Receipt and Representation
Exhibit C-1 – Certificate of Financial Advisor
Exhibit D – Description of Property Comprising the Financed Improvements [and List of Reimbursement Expenditures]
Exhibit E – Sample Annual Compliance Checklist
Schedule 1 – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

- 29. Approving legal opinion of Gilmore & Bell, P.C.
- 30. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

- 31. Closing Letter

* * * * *

Gilmore & Bell, P.C.
09/30/2025

TRANSCRIPT CERTIFICATE

\$10,565,000*

CITY OF BELAIRE, KANSAS

GENERAL OBLIGATION TEMPORARY NOTES

SERIES 2025B

DATED OCTOBER 28, 2025

The undersigned Mayor and Clerk of the City of Bel Aire, Kansas (the “Issuer”), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the “Notes”); and do hereby certify as of October 7, 2025, as follows:

1. **Meaning of Words and Terms.** Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the hereinafter defined Note Resolution authorizing the Notes.
2. **Organization.** The Issuer is a legally constituted city of the second class organized and existing under the laws of the State of Kansas.
3. **Transcript of Proceedings.** The transcript of proceedings (the “Transcript”) relating to the authorization and issuance of the Notes is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript, and the facts stated in the Transcript still exist. In each and every instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk.
4. **Newspaper.** The City website, www.belaireks.gov, was the official newspaper of the Issuer from and after October 3, 2024. *The Ark Valley News* was the official newspaper of the Issuer at all times prior to and including October 3, 2024.
5. **Meetings.** All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcript were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the ordinances and rules of the Issuer.
6. **Incumbency of Officers.** The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

Name	Title	Term of Office
Jim Benage	Mayor	12/2019 to 12/2027
Greg Davied	Councilmember	12/2021 to 12/2025
Tyler Dehn	Councilmember	06/2022 to 12/2027
Emily Hamburg	Councilmember	05/2022 to 12/2027
Tom Schmitz	Councilmember	06/2024 to 12/2025
John Welch	Councilmember	03/2020 to 12/2025
Melissa Krehbiel	City Clerk	N/A

7. **Execution of Notes.** The Notes have been executed with manual or facsimile signatures; and the manual or facsimile signatures appearing on the Notes are manual or facsimiles of the true and genuine signatures of the Mayor and Clerk of the Issuer. Each signature has either been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 *et seq.* or executed in accordance with K.S.A. 16-1601 *et seq.* A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Notes and at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Note bears a Certificate of Registration evidencing the fact that it has been registered in the office of the Clerk. A true impression of the seal is set forth adjacent to the signature of the Clerk below. The specimen note included in the Transcript is in the form adopted by the governing body of the Issuer for the Notes.

8. **Authorization and Purpose of the Notes.** The Notes are being issued pursuant to Resolution No. [] (the “Note Resolution”) of the Issuer pursuant to K.S.A. 10-123 for the purpose of paying costs of issuance and paying costs of certain internal improvements (the “Improvements”) authorized by the governing body of the Issuer pursuant to K.S.A. 12-6a01 *et seq.*, as amended, and all other applicable provisions of the laws of the State of Kansas.

The total principal amount of the Notes does not exceed the cost of the Improvements for which the Notes are issued. A Statement of Cost is attached hereto as **Exhibit A** and made a part hereof by reference as though fully set out herein.

The interest rates on the Notes on the date of the sale of the Notes were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. **Indebtedness.** The currently outstanding applicable indebtedness of the Issuer, including the Notes, does not exceed any applicable constitutional or statutory limitations. A Schedule of Bonded Indebtedness, which sets forth all currently outstanding general obligation indebtedness of the Issuer, is attached hereto as **Exhibit B** and made a part hereof by reference as though fully set out herein.

10. **Valuation.** The total assessed valuation of the taxable tangible property within the Issuer for the year 2025, is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$112,624,366
Tangible Valuation of Motor Vehicles.....	<u>13,359,415</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$125,983,781

11. **Non-litigation.** There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Notes shown to be authorized in the Transcript; (e) the validity of the Notes, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Notes.

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WITNESS our true and genuine manual signatures and the seal of the Issuer.

(SEAL)

Mayor

Clerk

EXHIBIT A**STATEMENT OF COST**

Re: General Obligation Temporary Notes, Series 2025B, Dated October 28, 2025, of
the City of Bel Aire, Kansas

Sources of Funds:	
Principal Amount of the Notes	\$10,565,000*.00
Original Issue Premium	
Total	
Uses of Funds:	
Deposit to Improvement Fund - Improvements	
Deposit to Improvement Fund - Capitalized Interest	
Deposit to Costs of Issuance Account	
Underwriter's Discount	
Total	

EXHIBIT B**CITY OF BEL AIRE, KANSAS****SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of October 28, 2025)****GENERAL OBLIGATION BONDS**

Description of Indebtedness	Date of Indebtedness	Final Maturity	Original Principal Amount	Amount Outstanding	Subject to Debt Limit
General Obligation Bonds, Series 2014A	7/30/2014	10/1/2034	\$1,100,000	\$560,000	\$ 73,040 (30.90%)
General Obligation Refunding Bonds, Series 2015A	5/05/2015	11/1/2027	5,390,000	950,000	281,390 (29.62%)
Taxable General Obligation Refunding Bonds, Series 2015B	5/05/2015	11/1/2027	575,000	120,000	71,148 (59.29%)
General Obligation Refunding and Improvement Bonds, Series 2015D	11/24/2015	11/01/2036	3,960,000	2,580,000	141,900 (5.5%)
Taxable General Obligation Refunding and Improvement Bonds, Series 2015E	11/24/2015	11/01/2036	220,000	145,000	0 (0%)
General Obligation Bonds, Series 2016A	11/22/2016	11/01/2037	2,820,000	1,770,000	910,842 (51.46%)
General Obligation Bonds, Series 2017A	11/21/2017	11/01/2038	5,545,000	4,015,000	2,363,631 (58.87%)
General Obligation Bonds, Series 2019A	11/21/2019	11/01/2040	6,060,000	5,080,000	2,727,960 (53.70%)
Taxable General Obligation Refunding Bonds, Series 2019B	11/21/2019	11/01/2029	1,430,000	750,000	750,000 (100%)
General Obligation Refunding and Improvement Bonds, Series 2020B	11/10/2020	11/01/2041	3,650,000	2,500,000	1,082,750 (43.31%)
General Obligation Refunding Bonds, Series 2021A	07/06/2021	11/01/2034	5,135,000	3,765,000	1,327,539 (35.26%)
General Obligation Bonds, Series 2021C	12/07/2021	11/01/2041	2,440,000	2,160,000	0 (0%)
General Obligation Bonds, Series 2022A	09/27/2022	11/01/2043	3,635,000	3,515,000	1,313,204 (37.36%)
General Obligation Bonds, Series 2023A	11/28/2023	11/01/2044	5,425,000	5,425,000	1,151,185 (21.22%)
General Obligation Bonds, Series 2024A	11/27/2024	11/01/2045	10,375,000	10,375,000	4,583,675 (44.18%)
General Obligation Bonds, Series 2025A	10/28/2025	11/01/2046	9,405,000*	9,405,000*	2,972,504* (31.68%)
	Total			\$53,115,000	\$19,857,768

TEMPORARY NOTES

<u>Description of Indebtedness</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>	<u>Amount Outstanding</u>	<u>Subject to Debt Limit</u>
General Obligation Temporary Notes, Series 2022B**	09/27/2022	12/01/2025	\$9,085,000	\$--	\$-- (28.45%)
General Obligation Temporary Notes, Series 2023B	11/28/2023	12/01/2026	6,855,000	6,855,000	2,767,364 (40.37%)
General Obligation Temporary Notes, Series 2024B	11/27/2024	12/01/2026	8,975,000	8,975,000	2,656,600 (29.60%)
General Obligation Temporary Notes, Series 2025B*	10/28/2025	12/01/2028	10,565,000*	10,565,000*	4,697,378 (44.46%)
	Total			\$26,395,000	\$10,121,342

*This Issue
**To be retired as of November 1, 2025 by Series 2025A Bonds

Gilmore & Bell, P.C.
09/30/2025

AGREEMENT BETWEEN ISSUER AND AGENT

\$10,565,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B
DATED OCTOBER 28, 2025

THIS AGREEMENT, dated as of October 28, 2025, between the City of Bel Aire, Kansas, a municipality (the “Issuer”), and the State Treasurer of Kansas, as Agent (the “Agent”).

WHEREAS, for its lawful purposes, the Issuer has duly authorized the issue of the above-captioned notes (the “Securities”), and the Issuer wishes the Agent to act as its Paying Agent, Note Registrar, and Transfer Agent for the Securities:

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

Issuer hereby appoints or has heretofore appointed the State Treasurer of Kansas to act as Paying Agent, Note Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Note Registrar and Transfer Agent.

II. BASIC DUTIES

- A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.
- B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.
- C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.
- D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 et seq., except as specifically provided in this Agreement.

Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, a registration fee of \$30, plus a fee of \$600.

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the note issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the note issue. In addition to the aforementioned fee, Issuer covenants and agrees to pay to Agent the fee as stated and required by K.S.A. 10-505 for performing the duties of paying the principal of the Securities.

IV. STANDARD OF PERFORMANCE

Issuer shall provide, or shall cause to be provided to Agent, a designation of whether its Securities are to be issued in certificated or uncertificated form, or both.

A. *STATEMENTS OF OWNERSHIP*

Agent agrees to provide Statements of Ownership to the owner of uncertificated Securities. Such Statements shall be in accordance with the standards set forth by the Attorney General. All Statements shall be issued in the denominations of \$1,000 or \$5,000 or integral multiples thereof except for one additional Security in another denomination, which additional Security shall mature in the initial maturity year of the series of the Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equalling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Agent shall at all times maintain an adequate supply of Statements of Ownership for any anticipated transfers or exchanges of the Statements.

B. *CERTIFICATED SECURITIES*

All certificated Securities issued by Issuer under this Agreement shall be in accordance with the standards set forth by the Attorney General and unless otherwise authorized by Agent, the principal thereof shall be payable only upon surrender of the Security to Agent. All certificates shall be issued in the denomination of \$1,000 or \$5,000 or integral multiples thereof except one authorized Security in another denomination which additional Security shall mature in the initial maturity year of the series of Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Issuer shall at Issuer's cost provide Agent with an adequate supply of certificates for any anticipated transfers or exchanges of the certificates. Issuer shall be responsible for the payment of the printing or other expenses for such certificates. Issuer shall be responsible for obtaining appropriate "CUSIP" number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. *INTEREST CALCULATIONS*

Agent shall calculate interest on the basis of \$1,000 and \$5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal place is equal to or greater than five the sixth decimal place is increased by one. The final

per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. *SURRENDER*

Securities surrendered for payment, cancellation or partial redemption shall be cancelled by Agent and returned to Issuer in accordance with K.S.A. 10-111.

E. *TRANSFERS AND EXCHANGES*

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.
2. In accordance with the authorizing Resolution of the Issuer (the "Note Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.
3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Note Resolution authorizing the Securities.

F. *REGISTRATION DATES AND FUNDS FOR PAYMENTS*

Date of Registration shall be affixed on the initial Securities. Subsequent transfers or exchanges shall bear a Date of Registration as of the date that all the required documentation is received at the Agent's official place of business. Issuer will provide funds to make any interest or principal payments in accordance with K.S.A. 10-130 and amendments thereto. Agent is hereby authorized to effect any semiannual payment of interest or any principal by charging the Issuer's Fiscal Agency account with Agent.

G. *REPLACEMENT OF SECURITIES*

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. **REDEMPTIONS**

Optional Redemption. If any Securities are to be redeemed pursuant to an optional redemption in accordance with their terms, Issuer agrees to give Agent at least fifteen (15) days written notice thereof prior to the notice to be given the Security owners. If there is no provision for notice to the Security owners, Issuer agrees to give at least thirty (30) days written notice to Agent.

Notice of Redemption. Agent shall then notify, by ordinary mail, the owner of such Securities to be so redeemed. Agent shall select the Securities to be so redeemed. Agent shall not be required to exchange or register a transfer of any Security for a period of fifteen (15) days preceding the date notice is to be provided to the Security owners for the purpose of selecting Securities on a partial redemption. Further, in the event notice is given to Agent for a complete redemption of the Issue according to the terms of the Note Resolution, Agent shall not be required to transfer or exchange any Security beginning on the day following the 15th day preceding the date set for redemption.

I. **MISCELLANEOUS**

Agent hereby acknowledges receipt of numbered Securities of Issuer (in a number equal to one Security for each maturity) for registration and exchange, and shall safeguard any “blank” Securities held for purpose of exchange or transfer.

J. **REPORTS**

Agent shall provide Issuer an annual report of the activity with respect to the issuance of Securities upon written request of Issuer.

K. **CONSTRUCTION**

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Note Resolution.

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CITY OF BEL AIRE, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
Clerk

OFFICE OF THE TREASURER
OF THE STATE OF KANSAS

(SEAL)

By _____
Title _____

ATTACHMENT “A”

SAMPLE

x

=

/

x

\$5,000.00000

.

06875

343.750000

360

.954861

180

171.874980

Bond Unit

Interest Rate

Days per year

Day in interest period

Rounded to six decimal places

Rounded to six decimal places

(Rounded to second decimal = \$171.87)

Unit interest is then multiplied by the number of units in the maturity.

601000.20225\CLOSEDOCS

184

Gilmore & Bell, P.C.
09/30/2025

**UNDERWRITING SAFEKEEPING AGREEMENT
BY AND BETWEEN
DEPOSITORY TRUST COMPANY
AND
THE CITY OF BELAIRE, KANSAS
AND
THE OFFICE OF THE KANSAS STATE TREASURER**

**\$10,565,000*
CITY OF BELAIRE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B
DATED OCTOBER 28, 2025**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned notes (the "Notes") for safekeeping prior to the delivery of the Notes on October 28, 2025 (the "Closing Date"), the City of Bel Aire, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Notes, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of [____], [____], as the Underwriter (the "Underwriter") in distributing the Notes.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Notes, and agrees to safekeep and hold in escrow the Notes until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Notes: Melissa Krehbiel, Clerk or Gilmore & Bell, P.C., Bond Counsel. Notification may be made by telephone or by receipt of an executed notice, delivered or telecopied to DTC; provided, however, that if the notification is made by telephone, written notice must be sent within 24 hours of the original notification. In the event the Issuer executes the release of the Notes, DTC will distribute the Notes pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Notes is received, DTC shall return the Notes as soon as practicable, but in any event, no later than the following business day.

DTC agrees to hold the Issuer and the Agent, as their interests may appear, and any of their officers or employees, harmless from any liability, loss, damage or reasonable expense in connection with the loss, theft, destruction or other disappearance of the Notes while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Notes and prior to distributing the Notes in accordance with the instructions furnished by the Underwriter.

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CITY OF BEL AIRE, KANSAS

Dated: October 7, 2025

By: _____
Clerk

**OFFICE OF THE TREASURER OF
THE STATE OF KANSAS, As Agent**

Dated: _____

By: _____
Title: _____

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

Gilmore & Bell, P.C.
09/30/2025

CLOSING CERTIFICATE

\$10,565,000*

**CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B
DATED OCTOBER 28, 2025**

The undersigned Mayor and Clerk of the City of Bel Aire, Kansas (the “Issuer”), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the “Notes”); and certify as of October 28, 2025 (the “Issue Date”), as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the Note Resolution (defined below) authorizing the Notes.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Notes (the “Transcript”), furnished to the Purchaser of the Notes, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated October 7, 2025 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Notes. The Issuer is issuing and delivering the Notes simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 10-123 and K.S.A. 12-6a01 *et seq.*, all as amended, and Resolution No. [____] of the Issuer duly adopted by the governing body of the Issuer on October 7, 2025 (the “Note Resolution”) for the purpose of paying costs of issuance and paying costs of certain internal improvements (the “Improvements”).

4. Security for the Notes. The Notes are general obligations of the Issuer payable from the proceeds of general obligation bonds of the Issuer and, if not so paid, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Note Resolution to the payment of the principal of and interest on the Notes.

5. Sale of Notes. The Notes have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Note Sale dated September 2, 2025 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Note Sale and Preliminary Official Statement was sent to prospective purchasers of the Notes, and to all other persons and firms requesting copies of such Notice of Note Sale and Preliminary Official Statement.

6. Official Statement. The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Notes. To the best of our knowledge, the Official Statement, other than the sections entitled “The Depository Trust Company,” “Rating,” “Approval

of Legality,” “Tax Exemption – The Obligations,” and *Appendices B, C and D*, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

7. Continuing Disclosure Undertaking. The Issuer has heretofore executed a Continuing Disclosure Undertaking (the “Disclosure Undertaking”), wherein the Issuer has covenanted to disseminate such information as is required in accordance with the provisions of the SEC Rule and the Disclosure Undertaking. In the Note Resolution, the Issuer has covenanted to apply the provisions of the Disclosure Undertaking to the Notes. A copy of the Disclosure Undertaking is contained in the Transcript.

8. Non-Litigation. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best of our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Notes shown to be authorized in the Transcript; (e) the validity of the Notes, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Notes; or (g) the federal or state tax-exempt status of the interest on the Notes; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Note Resolution or the Official Statement, or the validity or enforceability of the Notes, which are not disclosed in the final Official Statement.

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WITNESS our signatures and the seal of the Issuer.

(SEAL)

Mayor

Clerk

Gilmore & Bell, P.C.
09/30/2025

[FORM OF BOND COUNSEL OPINION]

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

[October 28, 2025]

Governing Body
City of Bel Aire, Kansas

[]

[]

Re: \$10,565,000* General Obligation Temporary Notes, Series 2025B, of the City of Bel Aire, Kansas, Dated October 28, 2025

We have served as Bond Counsel to the City of Bel Aire, Kansas (the “Issuer”), in connection with the issuance by the Issuer of the above-captioned notes (the “Notes”). In this capacity, we have examined the law and such certified proceedings, certifications and other documents as we have deemed necessary to give the opinions below. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the governing body of the Issuer authorizing the issuance and prescribing the details of the Notes.

Regarding questions of fact material to the opinions below, we have relied on the representations of the Issuer, on the certified proceedings and other certifications of representatives of the Issuer and the certifications of others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion that:

1. The Notes have been duly authorized and executed by the Issuer and are valid and binding general obligations of the Issuer.
2. The Notes are payable as to both principal and interest from general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Notes to the extent that necessary funds are not provided from other sources.
3. The interest on the Notes [(including any original issue discount properly allocable to an owner of a Note)] is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. The Notes have

not been designated as “qualified tax-exempt obligations” for purposes of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Notes.

4. The interest on the Notes is exempt from income taxation by the State of Kansas.

The rights of the owners of the Notes and the enforceability of the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding the accuracy, adequacy or completeness of the Official Statement or other offering material relating to the Notes, or the tax consequences arising with respect to the Notes other than as expressly set forth in this opinion letter.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

GILMORE & BELL, P.C.

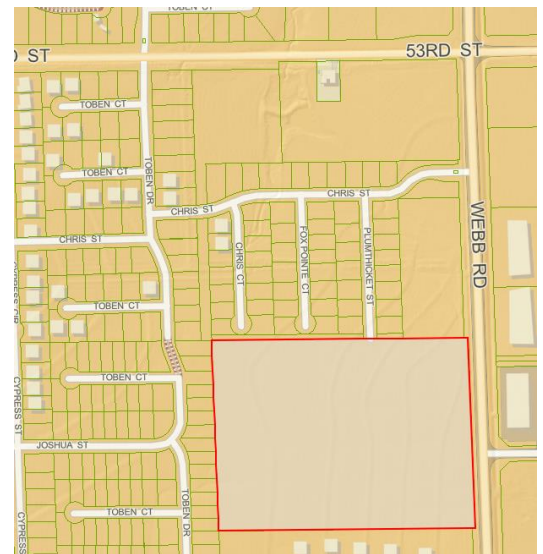


DATE: September 23, 2025
 TO: Bel Aire City Council
 FROM: Ted Henry, City Manager
 SUBJECT: Skyview at Webb Engineering Agreement

Summary

The Developer is ready to begin engineering design for Phase 1 of the Skyview at Webb development. They previously worked with MKEC on the subdivision platting and have asked MKEC to provide an agreement for engineering design and staking services for Phase 1 of the development.

Over the past 10 years, the City of Bel Aire has experienced significant growth. During this time, we have worked with area Developers to plan, design, and construct water mains, sanitary sewer mains, drainage systems, site grading and street improvements to serve new residential neighborhoods. This process mirrors what similarly situated cities follow when converting green space, such as pastures or hayfields into residential developments.

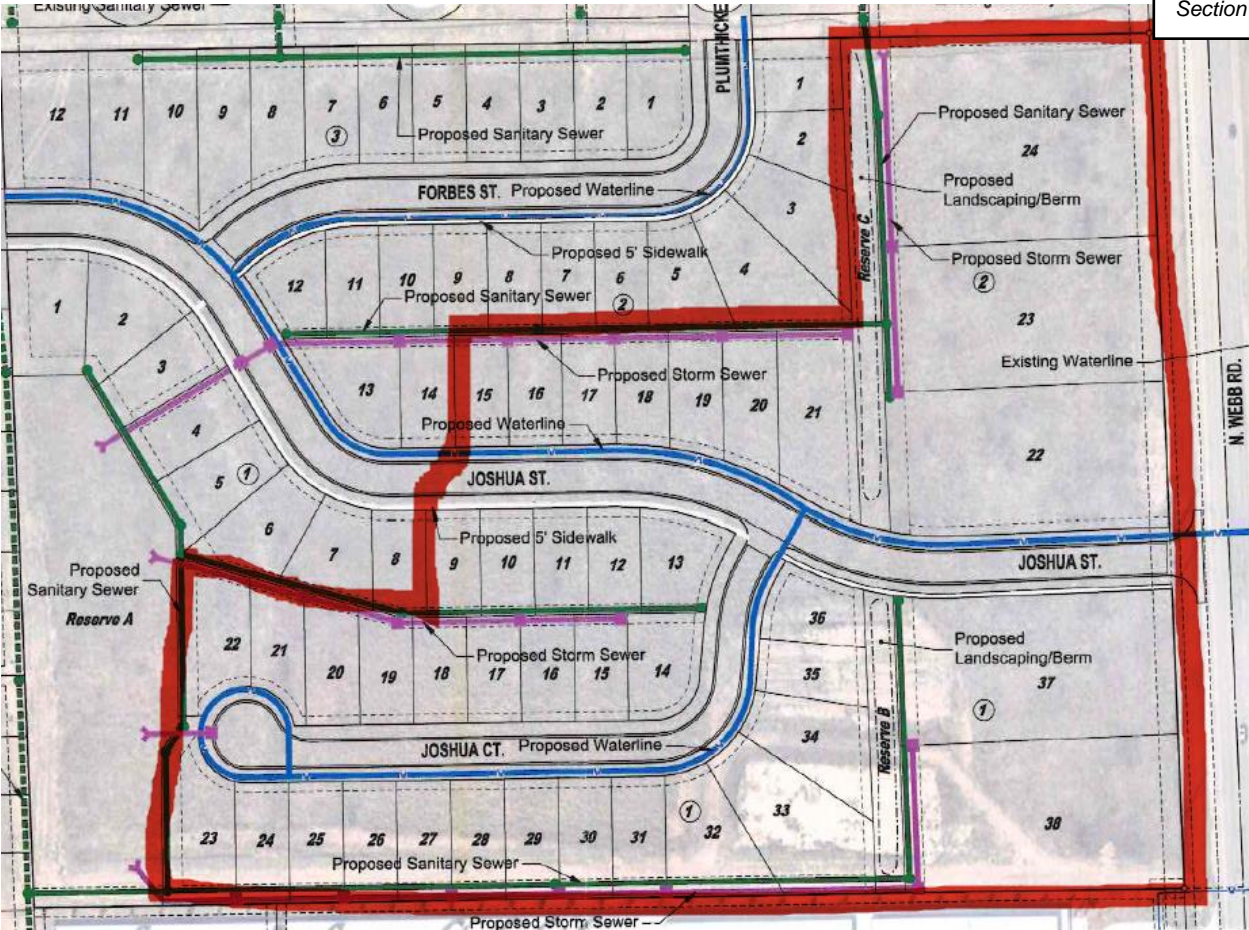


Throughout this growth, the City has allowed Developers to work with their preferred engineering firms, providing the Developer with a sense of security and confidence by working with a trusted partner. The City has employed an in-house City Engineer for the past decade, which works closely with the chosen engineering firm to ensure that the City's neighborhood development standards and preferences are met.

Special assessments on future homeowners cover all development-related costs, including this contract for engineering.

To our knowledge, the City has never required developers to solicit competitive bids for engineering services or mandated the use of a particular firm. A competitive bidding process has, however, always been required for the construction of water, sanitary sewer, paving, grading, and drainage infrastructure.

Over the past month, MKEC, the City Engineer, and the City Attorney have met several times to develop the agreement now before you.



CONTRACT
FOR
PROFESSIONAL SERVICES
(Skyview at Webb Addition, Phase 1)

This Agreement, made and entered into this 7th day of October, 2025, by and between the City of Bel Aire, Kansas, a Municipal Corporation, (hereinafter called “City”) and MKEC Engineering, Inc., whose principal office is at 411 North Webb Road, Wichita, Kansas, 67206, Telephone Number (316) 684-9600, (hereinafter called “Consultant”).

WHEREAS, the City is authorized by law to employ consulting architects and engineers to perform all necessary studies and associated services required to provide estimated budget of costs of work for the Skyview at Webb Addition, Phase 1 (hereinafter called “Project”).

NOW, THEREFORE, the parties hereto agree as follows:

- 1. PURPOSE
 - A. The City will employ the Consultant to perform all necessary professional services described in Exhibit A (Engineer’s Scope of Services, 2 pages) in connection with the Design and Construction Documents included in the Project.
- 2. THE CONSULTANT AGREES
 - A. To provide the various technical and professional services, materials, equipment and transportation to perform the tasks as outlined in Exhibit A.
 - B. To make available during regular office hours, all calculations, sketches, documents and drawings such as the City may wish to examine periodically during performance of this Agreement.
 - C. To the extent allowed by law, to indemnify, keep and save harmless the City, its officials and employees against damages and judgments that may result from the Consultant’s or its agents’, officers’ or employees’ intentional or negligent acts, errors or omissions in connection with work performed under this Agreement arising from injury to persons, damage to property or other liability loss. The Consultant shall require all sub-consultants to indemnify, keep and save harmless the City in the same manner as is required of the Consultant in the Agreement.
 - D. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by Consultant and, where relevant to method of payment,

- to make such material available at its office at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the City of its representatives.
- E. To comply with the requirements of Exhibits A, B, C, and D, which are attached hereto and adopted by reference as though fully set forth herein.
 - F. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used, and services rendered in connection with such work and as outlined in Exhibit A.
 - G. To complete the services to be performed by Consultant within the time allotted in the attached schedule for the Project jointly developed by City and Consultant; except that the Consultant shall not be responsible or held liable for delays occasioned by the actions or inactions of the City, or for other unavoidable delays beyond the control of the Consultant, including the delays of the General Contractor during the Construction Phase.
 - H. To represent and be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the Consultant under this Agreement. Consultant further represents, that all designs, drawings, and other work or material furnished by Consultant, its agents, employees and subcontractors under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in City furnished information.
 - I. Consultant shall procure and maintain such insurance as will protect the Consultant from damages resulting from the negligent acts of the Consultant, its officers and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$1,000,000 per occurrence. In addition, Consultant will procure and maintain a Workers' Compensation and Employer's Liability Policy that covers claims for injury, disease or death of employees arising out of and in the course of their employment which, for any

reason, may not fall within the provisions of the Workers’ Compensation Law. The liability limit shall be not less than:

Workers’ Compensation:	Statutory
Employer’s Liability:	\$1,000,000 each occurrence

Further, a Commercial General Liability policy shall be procured and maintained by the Consultant that shall be written in a comprehensive form and shall protect Consultant against all claims arising from injuries to persons (other than Consultant’s employees), damage to property of the City or third parties or other liability loss arising out of any negligent act or omission of Consultant, its agents, officers, employees or subcontractors in the performance of the services under this Agreement. The liability limit shall not be less than \$1,000,000 per occurrence for bodily injury, death, property damage and other liability loss. Consultant shall file satisfactory certificates of insurance with the City before the time Consultant starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the City shall be given thirty (30) days’ written notice by the insurance company before such policy is canceled. Consultant’s Insurance Certificate is attached hereto as Exhibit D.

- J. Consultant further agrees that this Agreement and any subcontracts for work required by this Agreement shall not be subject to arbitration and any clause relating to arbitration contained shall be null and void.
- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The Consultant agrees to advise the City, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The designated Project Manager shall be the person identified for that role by Consultant in this Project unless otherwise approved by City, which approval shall not be unreasonably denied. Written notification shall be provided to the City for any changes exceeding one week in length of time.

The designated Project Manager will coordinate all aspects of this Project through the City’s Project Manager. Any requests from any other staff that would affect the Project schedule must be approved by the City’s Project Manager. No request from any party, including the Project Manager, shall affect the Project’s identified not-to-exceed cost, unless approved in advance by the City’s governing body.

- L. The Consultant shall submit a written (bi-weekly) project report (hereinafter the “Project Report”) to the City’s Project Manager for the duration of the Project. The purpose of the Project Report is to ensure consistent communication, monitor project progress, and maintain compliance with applicable standards and state/federal regulations throughout the design and bidding of the Project. The Project Report shall cover the two-week period ending on the Friday of the reporting week and shall be submitted by the following Monday at noon. Electronic submission via email is acceptable. The Project Report shall include the following items at a minimum:
- a. Overview of the Project’s current status: to include status of water plans, sanitary sewer plans, storm sewer/grading plans and paving plans; and
 - b. Update on compliance of permits needed for the Project: KDHE water, KDHE sewer, NPDES, other permits as relevant and/or necessary
 - c. Overview of the Project schedule: including anticipated time of plan submission to the City for review and anticipated project bidding
 - d. Identification of issues or challenges affecting the project (hazards uncovered, permitting delays, etc.) and strategies on mitigation
 - e. Proposed solutions or recommendations to address identified issues.
 - f. Any additional information requested by the Project Manager relevant to the Project.
 - i. If any of the above six items are not applicable, the Project Manager and Consultant will confirm which provisions are not applicable in the Project Report, and shall formalize in writing.
 - ii. If there is no information to report on any of the above six items, the Project Manager and Consultant will determine whether a Project Report is necessary, and shall formalize in writing.
- M. To attend meetings with the City and other local stakeholders as requested by the City’s Project Manager or designee.

3. THE CITY AGREES

- A. To furnish all available data pertaining to the Project now in the City’s files at no cost to the Consultant. Confidential material so furnished will be kept confidential by the Consultant.
- B. To provide standards as required for the Project.
- C. To pay the Consultant for its services in accordance with the requirements of this Agreement.

- D. To provide reasonable right of entry for Consultant's personnel in performing field surveys and observations.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The City agrees to advise the Consultant, in writing, of the person designated as the City's Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The City shall also advise the Consultant of any changes in the person designated as Project Manager.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant in a timely fashion.
- G. To the extent allowed by law, to indemnify, keep and save harmless Consultant against all damages and judgments for injuries to persons, damage to property or other liability loss arising from or caused by intentional or negligent errors, omissions, or negligent acts of City, its agents, servants, or employees occurring in the performance of its obligations under this Agreement.

4. PAYMENT PROVISIONS

The City agrees to pay the Consultant for services rendered under this Agreement and as specifically detailed in Exhibit A, a total fee established as follows:

- A. Payments to the Consultant for the performance of Engineering Design services required by this Agreement shall be as defined in Exhibit A and is limited to a lump sum fee (including reimbursable expenses) of one hundred ninety thousand six hundred sixty three dollars (\$190,663.00) to be paid on scope of work as outlined in Exhibit A, and which shall constitute complete compensation for the services.
- B. Payments to the Consultant for the performance of Construction Administration services required by this Agreement shall be as defined in Exhibit A and is limited to a not-to-exceed fee (including reimbursable expenses) of seventy six thousand two hundred sixty four dollars (\$76,264.00) to be paid on scope of work as outlined in Exhibit A, and which shall constitute complete compensation for the services.
- C. Payments are payable to the Consultant for undisputed work within thirty (30) days from the date of receipt of invoice. If any invoice for undisputed amounts is outstanding for more than thirty (30) days from the date due, the Consultant shall have the right, in addition to any and all other rights provided, to refuse to render further services to the City and such act or acts shall not be deemed a breach of this Agreement. Continued

performance and/or completion of work by the Consultant under this Agreement are contingent upon payment of fees by the City. This provision shall be interpreted in conformity with the Kansas Fairness in Public Construction Contract Act.

- D. When requested by the City, the Consultant will enter into a Supplemental Agreement for additional services related to the Project such as, but not limited to:
 - a. Consultant serving as a witness for the City in any litigation, administrative hearing, and other legal proceedings related to the Project.
 - b. Additional design services not covered by the scope of this Agreement that City requires to be added to the project due to significant modifications to scope or design by City. Consultant and City will mutually agree upon the change in scope and an equitable adjustment in design services fee, identified within the executed Supplemental Agreement.
- E. If additional work should be necessary, the Consultant will be given written notice by the City, along with a request for an estimate of the increase necessary in the not-to-exceed fee, for performance of such additions. No additional work shall be performed, nor shall additional compensation be paid, except as authorized in a Supplemental Agreement between the parties and approved by the City's governing body. Upon receipt of such approval and subsequent completion of additional work, payment will be made as stated in Paragraph IV. C. above.
- F. If services are rendered by the Consultant for the Project but the City elects to terminate the Project or portions thereof at any time, the Consultant shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, and as scheduled in Exhibit A.

5. TIME OF COMPLETION

The Consultant agrees to complete all Design Phases of this Project as follows:

- A. The Consultant agrees to complete the phases of this Project as indicated on Exhibit A, subject to reasonable availability of City resources and circumstances of force majeure.
- B. The City agrees to cooperate with the Consultant in reviewing drawings and data submitted and to make necessary decisions promptly to facilitate completion in the scheduled time, and the City agrees to furnish promptly to the Consultant, upon written

request, any approvals and instructions required to be given by the City to the Consultant under the terms of the Agreement.

6. TERMINATION OF AGREEMENT

- A. The City may terminate this Agreement at any time for any cause by a notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, equipment and materials in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- B. If the Agreement is terminated due to the fault or request of Consultant, no further payments on account of the fee will be thereafter made, except for services previously and satisfactorily performed under this Agreement, which are of value to the City. If the Agreement is terminated due to no fault of the Consultant, the Consultant will be paid promptly that proportion of the prescribed fee which the work actually performed under this Agreement bears to the total work called for under this Agreement, less such payments as have been previously made, and less any amount due the City by reason either of any prior default of the Consultant, or otherwise.
- C. Copies of all estimates, reports, data and all completed or partially completed surveys, studies, field notes, designs, reproducibles, plans and specifications prepared under this Agreement shall become the property of the City when and if the Agreement is completed or terminated, provided Consultant has unrestricted rights to their use.
- D. Dissolution of the firm of MKEC Engineering, Inc., for any reason whatsoever, shall give the City the option of terminating this Agreement in accordance with the terms of Paragraph B above, provided said dissolution materially affects the Agreement as determined by City, and such termination shall be deemed to be due to the fault of the Consultant.

7. THE PARTIES MUTUALLY AGREE

- A. That the field notes and other pertinent drawings and documents pertaining to the Project shall become the property of the City upon completion or termination of the Consultant's services and payment in full of undisputed charges due the Consultant, in accordance with this Agreement. The Consultant shall not be responsible for any re-use or modification of the plans and specifications once they become property of City. The

City agrees to hold the Consultant harmless from all claims, liability or cost, including reasonable attorney fees and defense costs which arise out of such further use without the participation of the Consultant.

- B. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the City; provided, however, that the Consultant shall request extensions, in writing, giving the reasons therefore. Such time extensions shall not justify an increase in the Project cost.
- C. It is further agreed that this Agreement and any modifications to it shall be binding upon the parties hereto and their successors and assigns.
- D. Neither the City's review, approval or acceptance of, nor payment for any of the work or services required to be performed by the Consultant under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement and the Consultant shall be and remain liable to the City for all costs of any kind which are incurred by the City as a result of the Consultant's breach of any condition contained in the Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law and the City may assert its right of recovery by any appropriate means, including, but not limited to, set offs; suit; withholding; recoupment; or counterclaim, either during or after performance of this Agreement.
- F. The Consultant agrees to employ structural, mechanical and electrical engineers, if necessary, as determined by the Consultant and City jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses and are included in the fixed Project fee.
- G. If a firm or firms are separately engaged by the City to work under the general direction of the Consultant, the Consultant shall have no responsibility for technical sufficiency of the services of such separately engaged firms.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 7th 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 Consultant on the 29th day of September, 2025.

MKEC ENGINEERING, INC.



(Authorized Signature: Name, Title)

Jason A. Gish, PLA, Principal

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

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EXHIBIT A (CONSULTANT'S SCOPE OF SERVICES)

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City. In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Soils and Foundation Investigations. The CONSULTANT will direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT. The cost of conducting and administering soils and boring investigations will be the responsibility of the CITY at actual cost.
2. Identify all known potential utility conflicts and present recommended solutions to such conflicts by providing prints of plans to each utility identifying the problem locations. CONSULTANT shall coordinate design with utility company representatives as required to review the PROJECT design and interpret engineering drawings.
3. Prepare engineering plans, plan quantities, bid manual, and supplemental specifications as required. Any costs accrued for permitting and/or review fees, associated with the construction of this project will be the responsibility of the CITY at actual cost.
4. Provide quality control review prior to submission of project deliverables.
5. Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Kansas Department of Health and Environment (KDHE) requirements. This plan will assist in the completion of the Notice of Intent (NOI).
6. Permits. The CONSULTANT shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also, if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. The CONSULTANT shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the CONSULTANT.
7. Propose a construction sequence for orderly construction of the project, where determined necessary during design.
8. Complete and deliver construction documents, supplemental specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below.
 - a. Plan Development for all petitioned improvements by 120 days from notice to proceed.
9. Assist CITY in the bid process. Coordinate bid advertisement and/or negotiated bid on behalf of the CITY and developer.
10. Engineering plans, bid manual, and any supplemental specifications will be held and distributed by CONSULTANT on behalf of the CITY.
11. Respond to contractor questions and issue addenda as necessary to bid the Project.
12. Assist with bid evaluations and contractor recommendations.

B. PHASE II – CONSTRUCTION

1. Prepare contract documents, coordinate with the contractor, and assemble contract manual.
2. Perform or provide construction surveys, staking, and measurements needed by the Contractor to construct the Project.
3. Assist the CITY with responses to request for information (RFIs) and provide guidance in the proper

interpretation of the Contract Documents through consultation with the CITY.

C. PAYMENT PROVISIONS

1. Payment to the CONSULTANT for the design phase engineering services required by this agreement shall be made on a lump sum fee amount as specified below:

SKYVIEW AT WEBB ADDITION – PHASE 1	
Storm Water Drainage	\$ 69,316.00
Paving Phase 1	\$ 59,268.00
Sanitary Sewer Phase 1	\$ 33,039.00
Water Distribution System Phase 1	\$ 29,040.00
TOTAL	\$190,663.00

2. Payment to the CONSULTANT for the construction phase services including requests for information required by this agreement shall be made on an Hourly, Not-to-Exceed fee amount as specified below:

SKYVIEW AT WEBB ADDITION – PHASE 1	
Storm Water Drainage	\$ 27,726.00
Paving Phase 1	\$ 23,707.00
Sanitary Sewer Phase 1	\$ 13,215.00
Water Distribution System Phase 1	\$ 11,616.00
TOTAL	\$ 76,264.00

3. If additional work should be necessary by virtue of a major change in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

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EXHIBIT B (CONSULTANT’S 2025 HOURLY RATE SCHEDULE)

MKEC Engineering, Inc.


2025 HOURLY RATE SCHEDULE

Classification	Billing Rate per Hour
Principal/Project Manager	226.00
Senior Engineer	212.00
Engineer Level I/Landscape Architect I.....	167.00
Engineer Level II/Senior Technician/Landscape Architect II.....	152.00
Clerical	82.00
Survey Team/2 Man.....	230.00
Survey/GPS	230.00
Survey/Leica	500.00
PLS	152.00
Inspector	152.00
Technician I.....	134.00
Technician II.....	99.00

EXPENSES:

Xerox Copies	Current Market Rate
Plot Prints.....	1.10 per S.F.
Color / Mylar Plot Prints	2.50 per S.F.
Mileage	IRS Allowed Rate
Project Expenses	Cost + 10%
Sub consultants.....	Cost + 10%

EXHIBIT C (CONSULTANT'S INSURANCE CERTIFICATE)

Client#: 1253178		MKECENG		DATE (MM/DD/YYYY) 7/21/2025			
ACORD™		CERTIFICATE OF LIABILITY INSURANCE					
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER USI Insurance Services, LLC 5440 W. 110th Street, Ste 100 Overland Park, KS 66211 913 385-7000		CONTACT NAME: Beth Lash PHONE (A/C, No, Ext): 913 385-7000 FAX (A/C, No): 913-385-7007 E-MAIL ADDRESS: beth.lash@usi.com					
INSURED MKEC Engineering, Inc. 411 N Webb Rd Wichita, KS 67206-2521		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A: Phoenix Insurance Company		25623			
		INSURER B: Travelers Property Casualty Ins. Co		36161			
		INSURER C: Farmington Casualty Company		41483			
		INSURER D:					
		INSURER E:					
INSURER F:							
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Y660B4667544PHX25	07/01/2025	07/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAB46680552543G	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$10000			CUPB46776052543	07/01/2025	07/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UBB46685162543G	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Phase 1, Skyview at Webb Addition. Certificate Holder is primary and non-contributory Additional Insured as respects General Liability, Auto & Umbrella when required by written contract. 30 day notice of cancellation applies except 10 day notice for nonpayment of premium.							
CERTIFICATE HOLDER				CANCELLATION			
City of Bel Aire, Kansas 7651 E Central Park Ave Bel Aire, KS 67226				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

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 ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
 #S50177634/M49803559

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

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

6. If Contractor/Consultant is given written permission to have other parties on the site, and Contractor/Consultant engages any other party which may be deemed to be an employee of Contractor/Consultant, Contractor/Consultant will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor/Consultant has and hereby retains control of and supervision over the performance of Contractor/Consultant's obligations hereunder. Contractor/Consultant agrees to retain control over any allowed parties employed or contracted by Contractor/Consultant for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor/Consultant.
8. Contractor/Consultant represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor/Consultant and Contractor/Consultant shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor/Consultant will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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DATE: September 9, 2025
TO: Bel Aire City Council
FROM: Ted Henry, City Manager
SUBJECT: Trial Proposal with USP Technologies

Summary

To address hydrogen sulfide odors and pipeline degradation in the sanitary sewer system between the Webb Road and 53rd Street North lift stations, a pilot study is recommended. The study will use SulFeLox, a chemical from USP Technologies, to control the issues. At a cost of \$14,904, the pilot includes installing dosing systems at the Webb Road and 53rd St. N lift stations, regular monitoring and technical support, and will conclude with a full report on the findings. If successful, the city may proceed with an annual agreement for the service.

Rebecca Lewis with Burns and McDonnell will be at the meeting to answer any questions.

CONTRACT
FOR
SERVICES

(Odor & Corrosion Control Pilot Study in Sewer Collection Systems)

This Contract is entered into this 7th day of October, 2025, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called “City”) and USP Technologies, LLC., a limited liability company, whose principal office is at 5640 Cox Road, VA, 23060, Telephone Number (800) 851-8527, (hereinafter called “Consultant”).

WHEREAS, the primary purpose of odor and corrosion control is to protect public health, preserve infrastructure, and reduce operational costs; and

WHEREAS, Consultant 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. Consultant will provide installation, sampling, unlimited on-call technical applications support, comprehensive reports, and supplies of chemicals as quoted and described in Exhibit A. All services and chemicals shall be delivered at the Consultant’s expense to the requested City job site within 5-10 business days of ordering. Any extension of the delivery date is within the City’s sole discretion. Failure of the Consultant to timely deliver the services and chemicals shall allow City to cancel the contract without payment or penalty.

The Consultant warrants that the goods shall conform to City’s standard specifications, in effect at the time of shipment, to the City. To the extent assignable, Consultant assigns to City any warranties made by manufacturer’s and suppliers. The warranty set forth in this section are the sole and exclusive warranties given by Consultant with respect to the goods, commodities and/or services and are in lieu of and exclude all other warranties, express or implied, arising by operation of law or otherwise, including without limitation, merchantability and fitness for a particular purpose whether or not the purpose or use has been disclosed to Consultant in specifications, drawings or otherwise.

The parties agree that the additional information in Exhibit A (Consultant Letter dated August 6, 2025, 4 pages) is incorporated herein. The parties further agree that all provisions of Exhibits B (5 pages) and Exhibit C (2 pages) are effective between them and govern this Contract.

2. Compensation. City agrees to pay Consultant \$14,904.00 for the labor, installation, chemical, and services. The Contract price is approved by the Governing Body on October 7, 2025.

3. Incorporation of Documents. Exhibit B (Bel Aire's Mandatory Terms and Conditions Attachment) and Exhibit C (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 7th 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, and C are attached.)

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SIGNED by the Consultant on the 2nd day of October, 2025.

USP TECHNOLOGIES, LLC.



(Authorized Signature: Name, Title)
Jordan Butler, VP & General Manager

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

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EXHIBIT A (CONSULTANT QUOTE & DESCRIPTION)



August 6, 2025

Marty McGee
Public Works Director
City of Bel Aire
7651 E. Central Park Avenue
Bel Aire, KS 67226

RE: Proposal for Odor & Corrosion Control Trial in Sewer Collection System

Mr. McGee,

USP Technologies has prepared this trial proposal based on the information provided by the City, Burns & McDonnell, field gaseous and liquid measurements that we collected, and modelling of your system. The intention of this trial would be to demonstrate the efficacy and determine long-term costs of using the best fit liquid phase odor control chemicals.

Technical Summary:

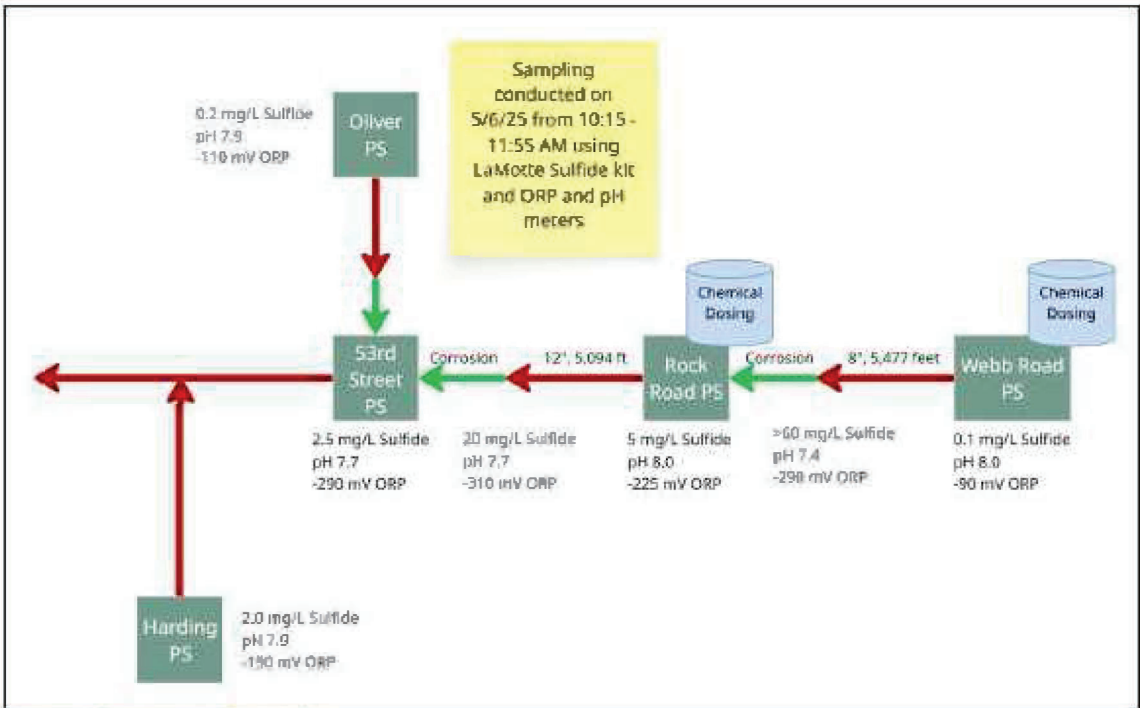


Figure 1. Summary of field testing.

Hydrogen sulfide levels were measured in two ways throughout the collection system. In gaseous phase city staff utilized Acrulog hydrogen sulfide meters to collect continuous measurements for extended periods of time. In liquid phase USP collected grab samples and measured total sulfide using a field test kit manufactured by LaMotte.



Sulfide generation across a range of likely conditions within the Webb and Rock forcemains was modeled using the Pomeroy equation. We used flow, BOD, force main diameter, and force main length values provided by the City & Burns & McDonnell. A summary of the projections based on differing temperature and flows is presented below in Table 1.

Table 1. Sulfide generation modeling within the Webb Force Main and Rock Force Main.

Client:		Bel Aire, KS		Sulfide Generation Model -- Force Mains					
Sulfide generation		Segment:		Webb FM 15C	Webb FM 20C	Webb FM 25 C	Rock FM 15C	Rock FM 20C	Rock FM 25C
Within the segment		mg / L		43.2	82.3	89.7	14.4	18.6	24.6
Within the segment		lbs per day		5.41	7.79	11.23	12.02	15.50	20.51
		kg per day		2.46	3.54	5.11	5.47	7.04	9.32
Input Params		T	Temperature, deg-C	15	20	25	15	20	25
		BOD	BOD-20, mg/L	300	300	300	300	300	300
		mgd	Flow, mgd	0.015	0.015	0.015	0.100	0.100	0.100
		D	Pipe diameter, in	8	8	8	12	12	12
		L	Pipe length, ft	5,477	5,477	5,477	5,094	5,094	5,094
		S1	Sulfide conc at time t1, mg/L	0.1	0.1	0.1	5.0	5.0	5.0
Calculated		EBOD	Effective BOD = BOD * 1.075(T-20), mg/L	208	300	433	208	300	433
		PV	Pipe volume, gals	14,331	14,331	14,331	29,091	29,091	29,091
		t	Flow time within the segment (241), hr	22.93	22.93	22.93	7.20	7.20	7.20
		d	Pipe diameter, m	0.24	0.24	0.24	0.36	0.36	0.36
		v	Velocity, fps	0.1	0.1	0.1	0.2	0.2	0.2

The gaseous H₂S concentrations measured at the outfall of the Rock Force Main ranged from 79 to 220 ppm (Figure 2). Note that the H₂S meters were only rated to 200 ppm. Hydrogen sulfide-induced corrosion is greatly accelerated at this level.

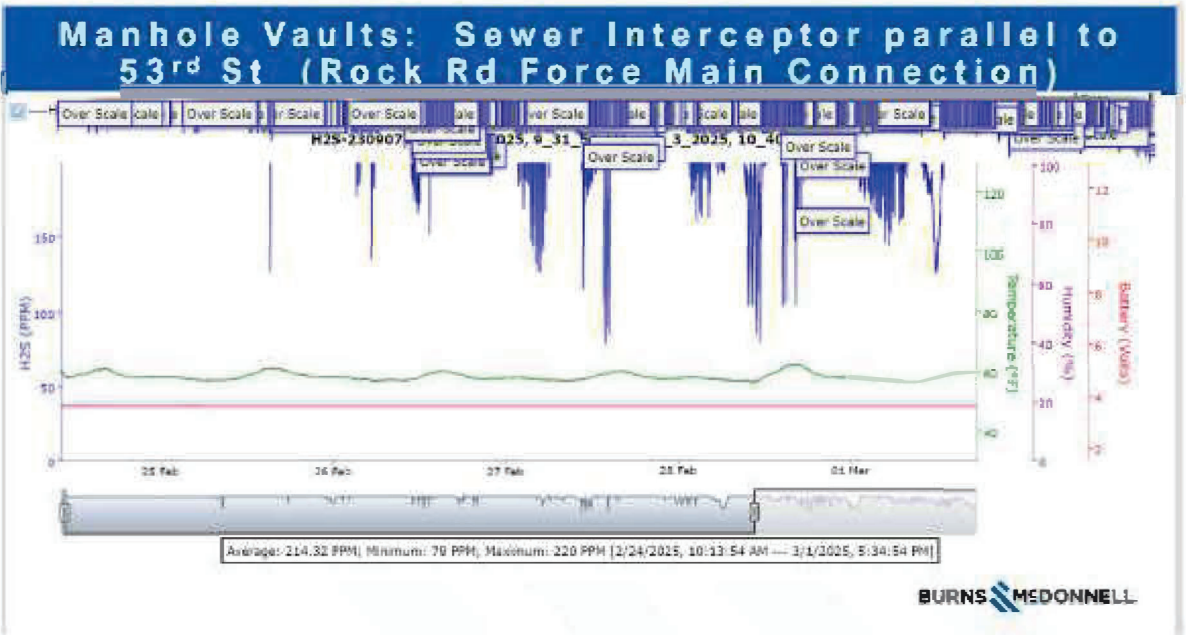


Figure 2. Gaseous H₂S levels collected at the Rock Force Main outfall. Data provided by Burns & McDonnell.



Dosing Rate Projections:

USP projected the likely dosing rates based on our database of similar chemical applications and the likely dosing ratios of chemical to sulfide provided by published technical literature. These dosing rates are calculated to bring H₂S down at least 75%, but would need to be validated at full scale to confirm.

- Inputs
 - Flow: 0.1 MGD into Rock Road Pump Station, 0.015 MGD into Webb Road Pump Station
 - Sulfide load: 12 – 20 pounds/day Rock FM, 5 – 11 pounds/day Webb FM
- Dosing Rate Projections
 - 38 - 42% Ferric Chloride
 - Gallons/Day at Rock Road PS: 8 – 15
 - Gallons/Day at Webb Road PS: 3 – 8
 - SulFeLox (Low-haz Iron Solution)
 - Gallons/Day at Rock Road PS: 12 - 21
 - Gallons/Day at Webb Road PS: 5 - 12

USP's Offering:

For this project USP Technologies will be providing the following:

- Services
 - Installation of peristaltic dosing pumps
 - Liquid phase sampling in the collection system for total sulfide, dissolved sulfide, temperature, pH, ORP, and iron residuals (minimum of monthly frequency, more often during trial startup period)
 - Unlimited on-call technical applications support and guidance will be provided when requested by experienced water treatment professionals
 - A comprehensive report summarizing findings and recommendations will be prepared and presented at the conclusion of the trial
- The Supply of Odor Control Chemicals
 - SulFeLox
 - A lower hazard ferrous chloride product
 - Delivered in 300 gallon totes
 - Ferric Chloride
 - 38 – 42% concentration
 - Delivered in 2500 lb totes
 - Approximately 206 – 213 gallons/tote

City's Responsibilities:

For this project the City will be providing the following:

- Access to Rock and Webb Pump Stations
- 110V electrical service to:
 - Dosing system
- Assistance in offloading and positioning the totes (~2500 - 3400 lbs each) with suitable pallet jack or forklift

Please Note

- Unused chemical cannot be returned and must be disposed of properly on-site



Pricing

- Ferric Chloride, 38 – 42% concentration, in 2500 lb totes (approximately 206 – 213 gallons/tote)
 - \$11.33/gallon
 - 6 totes per order, 2 stops, with lift gate service and delivery appointment
- SulFeLox, a lower hazard ferrous chloride product, in 300 gallon totes
 - \$24.48/gallon
 - 2 totes per order, 2 stops, with lift gate service and delivery appointment
 - \$12.42/gallon
 - 6 totes per order, 2 stops, with lift gate service and delivery appointment
 - \$10.45/gallon
 - 13 totes per order, 2 stops, with lift gate service and delivery appointment
- Pricing excludes tax, payment terms are net 30 days.
- This pricing will remain in effect through December 31, 2025.

Trial Cost Estimate

- 2 totes of SulFeLox cost estimate:
 - 2 totes of SulFeLox: $\$24.48/\text{gallon} \times 2 \text{ totes} \times 300 \text{ gallons/tote} = \$14,904.00$

Timing

Once a purchase order (PO) has been issued USP will immediately begin work. It is expected that the trial could begin within 5 – 10 business days upon receipt of PO.

We greatly appreciate the opportunity to present this trial for your consideration. If you have any questions or comments, please contact Mike Nelson at (563) 650-6926 or Joel Thode at (316) 295-0273.

Sincerely,

Michael Nelson
Territory Manager, Midwest

Joel Thode
Applications Specialist

EXHIBIT B**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/Vendor/Consultant 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 and City has the right to terminate this Contract as a remedy.
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 C**CITY OF BEL AIRE, KANSAS
MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

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

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

8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.
11. Neither Party shall be liable to the other Party for failure or delay in performance of this Agreement due to acts of God, acts of governmental authorities, extraordinary weather conditions, pandemics, epidemics, quarantines, other natural catastrophes, strikes, labor disputes, supply chain disruptions, cyber attacks, telecommunications or power failures, or any other cause beyond the reasonable control or contemplation of either party ("Force Majeure Event"), provided the delayed Party; (a) shall make commercially reasonable efforts to avoid or mitigate such delay; (b) shall promptly notify the other Party in writing of the cause and expected duration of the delay; and (c) resumes performance as soon as reasonably practicable after the Force Majeure Event has ended.
12. City shall inspect each shipment of goods within a reasonable time after delivery, and in any event before use. Failure to make a claim in writing against the Contractor within thirty (30) days after arrival of goods at destination shall constitute an irrevocable acceptance of goods.
13. Contractor represents that to the best of its knowledge, the sale and/or use by City of goods in the form sold hereunder will not infringe any composition of matter claims in any adversely held U.S. Patent claiming the goods per se, but in the event that it is alleged that such sale and/or use constitutes infringement of such Patent, then Contractor's liability to the City shall (i) be limited to the defense of such infringement actions and the payment of damages awarded therefor by a court of competent jurisdiction from which no appeal is or can be taken, and (ii) arise only if City promptly gives Contractor written notice of such claim and full authority, information and assistance for the defense of such claim. Contractor's warranty as to use patents only applies to infringement arising solely out of the use of the goods according to their applications as envisioned by Contractor's specifications. In no event shall Contractor be liable for any infringement or alleged infringement arising from or caused or alleged to be caused by City's combination of the goods supplied hereunder with other goods in any fashion not specifically recommended by Contractor or by use of the goods in any process not specifically provided or recommended by Contractor. The foregoing states the entire liability of the Contractor with respect to patent infringement by said goods.
14. Notwithstanding anything in this Contract to the contrary, Contractor reserves the right to request a special temporary surcharge in the event of any increase in the price of energy or any

other raw material that is reasonably likely to have a material impact on Contractor's overall costs of goods, or is imposed on Contractor by its material or services providers. The amount of such surcharge will be limited to that required to negate the increase in Contractor's costs resulting from such increases. Contractor shall give the City Attorney written notice of at least twenty (20) business days prior to imposing any such surcharge and shall reduce or remove such surcharge at such time as the price of energy or raw materials return to levels which no longer justify such increase. The City Attorney will present Contractor's request of a special temporary surcharge to the governing body within twenty (20) business days of notice, for the governing body to approve the special temporary surcharge request or to terminate this Contract with Contractor.

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DATE: September 23, 2025
 TO: Bel Aire City Council
 FROM: Ted Henry, City Manager
 SUBJECT: 53rd Street Multi-Use Path

Summary

In 2024, we reconstructed 53rd Street and planned for a sidewalk/multi-use path to be installed. The City issued temporary notes totaling \$2,600,000. With the completion of the road project, \$396,282 remains.

The City applied for grant funding from WAMPO in 2023 to assist with constructing a multi-use path along 53rd Street from Woodlawn to Oliver. The City was awarded the grant and accepted an agreement for this work. This agreement between the City and KDOT outlines the terms under which KDOT will administer the 53rd Street Multi-Use Path project and establishes the funding mechanisms. KDOT's award was \$292,242.

In early 2025, engineers on the project experienced delays as the City needed to ensure compliance with KDOT standards and processes.

The following table summarizes the project estimates overtime:

Date	Construction	CE	Total	KDOT Share	City Share
4/10/2025	397,776	35,734	433,510	(292,242)	141,268
7/31/2025	446,144	35,734	481,878	(292,242)	189,636
9/19/2025	589,042	37,551	626,593	(292,242)	334,351

Note: KDOT added significant work and requirements for erosion control and traffic control, which increased the estimate between April and July. The cost changes between July of last year and February of this year primarily reflect rising construction costs.

How much would it cost for the City to build itself? (not use KDOT Funds)

Garver was tasked to review the project and evaluate what cost drivers might have been involved in the higher than anticipated cost of the project. Based on a discussion with one of the contractors, there were several factors that came into play:

- 1) Working with KDOT on a project generally involves a significantly higher amount of paperwork and effort than a standard city of Bel Aire project. It was estimated that the project would be 10%-15% cheaper if it were not a KDOT project. Based on that discussion, the bid price if done by the City without KDOT involvement would have resulted in a low bid between \$500,650 and \$530,100.
- 2) Concrete pipe prices have jumped 30%-50% in the past couple months. This would likely not be more than a

\$10k change though.

- 3) The power poles in the vicinity of the proposed sidewalk represent a serious hazard for the normal pumping equipment that they would normally use when trying to get concrete across the ditch and over to the property line. The extra effort to get concrete over to the construction area was a significant cost driver.
- 4) The contractor that Garver spoke to did not confirm this, but I was told by another source that the rains in the past couple months have everyone behind schedule so any paving project bidding right now is going to be subject to higher prices.

KDOT said that we have the following options:

- 1) Accept the low bid and proceed.
- 2) Reject the bids and attempt to bid the project at a later date. This would require WAMPO support.
- 3) Reject the bids and look at a redesign of the plans based on insights gained from the bid tabulations.

Based on what the contractor told me, the city will only save around \$60k by taking on the project itself but would lose the \$290k in KDOT support for a net loss of \$230k. There might be some additional savings in value engineering once we've seen bids to evaluate other cost drivers like erosion control, but KDOT will not provide the information to give any kind of confident assessment at this time.

If the City Council chooses to accept the bid, our share would be \$335,000.

Note: the remaining \$396,282 from the temporary note would cover these costs.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745



Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.gov

Calvin E. Reed, P.E., Secretary
Dawn M. Hueske, P.E., Bureau Chief

Laura Kelly, Governor

September 18, 2025

Project Number: 087 N-0806-01
CRP-N080(601)

City of Bel Aire
Mr. Ted Henry
City Manager
7651 E. Central Park Avenue
Bel Aire, KS 67226-

Dear Mr. Henry:

We are listing below the bidder and the low bid received at Topeka, KS on 9/17/2025 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
PRADO CONSTRUCTION LLC	Bel Aire: 53rd Street from Oliver to Woodlawn	\$589,042
VALLEY CENTER, KS		

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 10/10/2025. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of \$292,242 Federal funds will require City matching funds in the amount of \$335,000. The City remittance should be made on or before 11/6/2025.

Sincerely,

Cara Hodges

Digitally signed by Cara Hodges
DN: C=US,
E=cara.hodges@ks.gov,
O=Kansas Department of
Transportation, OU=Bureau of
Local Projects, CN=Cara Hodges
Date: 2025.09.18 16:06:48-05'00'

for Dawn M. Hueske, P.E., Bureau Chief
Bureau of Local Projects

dmh/cch
Enclosures
c Mayor/City Manager
Ms. Ami Fulghum, Chief of Fiscal Services
Mr. Nick Squires, P.E., District Five Engineer

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS**
9/18/2025

2 Copies to City

Project Number: 087 N-0806-01

CRP-N080(601)

WHEREAS bids were received at Topeka, KS on 9/17/2025 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
PRADO CONSTRUCTION LLC	Bel Aire: 53rd Street from Oliver to Woodlawn	\$589,042
VALLEY CENTER, KS		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

**A combination of bid items and construction engineering less a maximum of \$292,242
Federal funds will require City matching funds in the amount of \$335,000.**

BE IT FURTHER RESOLVED that City funds in the amount of \$335,000 which are required for the matching of Maximum Federal funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 11/6/2025 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _____ day of _____, 20_____, at _____, Kansas.

Recommended for Approval:

City Engineer/Road Supervisor

_____, Mayor

Attest:

(Seal)

_____, Member

_____, Member

City Clerk

INVOICE

Keep for your Records

Due on or before 11/6/2025

PRELIMINARY STATEMENT OF COSTS

087 N-0806-01

CRP-N080(601)

Bel Aire: 53rd Street from Oliver to Woodlawn

Please Remit Payment to
Kansas Department of Transportation
Bureau of Fiscal Services
700 SW Harrison Street, 3rd Floor West
Topeka, KS 66603

Section XI, Item F.

Construction and CE Breakdown	
Actual Bid	\$588,362
Water (for grading)	\$680
Sub-Total Actual Bid Amount	\$589,042
LPA CE Contract	\$37,551
Sub-Total Construction and CE	\$626,593
Federal-aid Non-Participating Const. Costs	\$0
Federal-aid Non-Participating CE	\$0
Participating PE Costs	\$0
Participating Railroad Costs	\$0
Participating ROW Costs	\$0
Participating Utility Costs	\$0
Federal Participating Project Costs	\$626,593
Total Project Costs	\$626,593

CE Breakdown	
Total LPA CE	\$37,551
Federal Non-Participating CE	\$0
Federal Participating CE	\$37,551

Federal/City Funding Summary	
Total Project Costs	\$626,593
100% City Funds Due to Non-Participating	\$0
Federal Participating Project Costs	\$626,593
Fund 1- Available Funding	\$365,303
80% Federal Funds	\$292,242
20% City Funds	\$73,061
100% City Funds Due to Max Funding	\$261,291

Fund 1- Maximum Federal Funds 80/20	\$292,242
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Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const.	Construction

Totals				
	City Funds	Federal Funds	State Funds	Total Funds
Federal Non-Participating Construction	\$0			\$0
Federal Non-Participating CE	\$0			\$0
Fund 1- 80% Federal Funds		\$292,242		\$292,242
Fund 1- 20% City Funds	\$73,061			\$73,061
City Funds Due to Max Funding	\$261,291			\$261,291
Total	\$334,351	\$292,242	\$0	\$626,593

Amount to Bill City (Rounded Up)	\$335,000
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BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date: 09/17/2025

Contract Number: 525092625

Project Number: 087 N 0806-01

Federal Number: CRP-N080(601)

Description: PEDESTRIAN AND BICYCLE PATHS

County: SEDGWICK

State Ties: None

Total Records: 4

[Helpful Definitions](#)

Contractor Name	Bid Amount
PRADO CONSTRUCTION LLC	\$588,362.00
APAC-KANSAS INC SHEARS DIVISION	\$623,723.00
CONSPEC INC DBA KANSAS PAVING	\$669,434.00
PSE CONTRACTORS LLC	\$673,725.00

Agreement No. 842-24
 Project No. 87 N-0806-01
 Bureau of Local Projects

PROJECT NO. 87 N-0806-01
 CRP-N080(601)
 WAMPO TIP #BP-23-02
 CONSTRUCTION OF MULTI-USE PATH ON EAST 53RD STREET
 CITY OF BEL AIRE, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Bel Aire** ("Project Sponsor"), **collectively**, the "Parties."

RECITALS:

- A. The Wichita Area Metropolitan Planning Organization (WAMPO) has been designated by the state of Kansas as the Metropolitan Planning Organization (MPO) for the Wichita metropolitan region.
- B. The Project Sponsor has submitted a Project to the MPO and the MPO has approved Project Sponsor's Project for receipt of Carbon Reduction Program (CRP) federal funds.
- C. 23 U.S.C. 175 of the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law"), established CRP to reduce transportation emissions through the development of state carbon reduction projects designed to reduce transportation emissions. The Federal Highway Administration (FHWA) administers CRP and funded by the Highway Trust Fund (HTF). The FHWA allocates funds to the states.
- D. The Secretary is authorized by the current Federal-Aid Transportation Act to set aside certain portions of Federal funding allocated under the current Federal-Aid Transportation Act for Carbon Reduction Program (CRP) projects.
- E. The Project Sponsor agrees to sponsor the Project, as further described in this Agreement.
- F. The Secretary and the Project Sponsor are empowered by the laws of Kansas to enter into agreements for CRP funding for the development of such projects, and the Secretary is authorized to administer funds for such projects.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

Agreement No. 842-24
 Project No. 87 N-0806-01
 Bureau of Local Projects

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading or similar work upon real property.
3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
5. **“CRP”** means the Carbon Reduction Program authorized under 23 U.S.C. § 175, funds to be used for activities for the reduction of transportation emissions and other eligible projects.
6. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
7. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
8. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
9. **“Federal Government”** means the United States of America and any executive department or agency thereof.
10. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
11. **Fiscal Year 2025” or “FFY 2025”** means the twelve-month period used by the United States Federal Government for financial reporting and budgeting beginning on October 1, 2024, and ending on September 30, 2025.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

Agreement No. 842-24
Project No. 87 N-0806-01
Bureau of Local Projects

14. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
15. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
16. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Sponsor.
17. **“Project”** means **Project No. 87 N-0806-01; Construct 10 feet wide multi-use path on E 53rd Street from N Oliver Street to N Woodlawn Boulevard in Bel Aire, Kansas**, and is the subject of this Agreement.
18. **“Project Sponsor”** means the City of Bel Aire, Kansas, with its place of business at 7651 E Central Park Avenue, Bel Aire, KS 67226.
19. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
20. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
21. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns, and KDOT, individually and collectively.
22. **“Urbanized Area”** means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an “urbanized area” by the U.S. Secretary of Commerce.
23. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.
24. **“Wichita Area Metropolitan Planning Organization” or “WAMPO”** means the Wichita area Metropolitan Planning Organization, with its place of business at 271 W 3rd Street N, Wichita, KS 67202.

Agreement No. 842-24
 Project No. 87 N-0806-01
 Bureau of Local Projects

ARTICLE II

FUNDING:

Funding. The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The Project Sponsor agrees to notify KDOT promptly in writing if costs increase by 10% or greater over the estimate.

Party	Funding Source	Responsibility
Secretary	Federal Funds	80% of Participating Costs of Construction and Construction Engineering (CE) in Fiscal Year 2025 up to a maximum of \$292,242
Project Sponsor	Local Match	20% of Participating Costs of Construction and CE until the Secretary's funding limit is reached 100% of Participating Costs of Construction and CE after the Secretary's funding limit is reached 100% of Costs of Preliminary Engineering, Right of Way, Utility adjustments, and Non-Participating Costs

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the Project Sponsor acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the Project Sponsor may obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary will Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Project Sponsor. The Secretary further agrees, as agent for the Project Sponsor, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the Project Sponsor.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the Project Sponsor from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the Project Sponsor defends a third party's claim, the

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Contractor shall indemnify the Secretary and the Project Sponsor for damages paid to the third party and all related expenses either the Secretary or the Project Sponsor or both incur in defending the claim.

4. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the Project Sponsor is responsible and shall then transmit the complete and final billing to the Project Sponsor.

ARTICLE IV

PROJECT SPONSOR RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken on behalf of the Project Sponsor by the Secretary acting in all things as its agent, and the Project Sponsor hereby constitutes and appoints the Secretary as its agent. All things done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by the Project Sponsor to the same extent and with the same effect as though done directly by the Project Sponsor acting in its own individual capacity. The Secretary is authorized by the Project Sponsor to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By signature on this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the Project Sponsor to enter into this Agreement on its behalf. The Project Sponsor agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The Project Sponsor shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current American Institute of Architects (AIA) standards, the Secretary of the Interior's Standards for the Treatment of Historic Properties, the American Society of Landscape Architects guidelines, KDOT's Design Engineering Requirements, the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project. The Project Sponsor will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

4. **Design and Specifications.** The Project Sponsor shall be responsible to make or contract to have made Design Plans for the Project.

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5. **Submission of Design Plans to Secretary.** Upon their completion, the Project Sponsor shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer, who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

6. **Consultant Contract Language.** The Project Sponsor shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the Project Sponsor and any Consultant with whom the Project Sponsor has contracted to perform services for the Project. In addition, any contract between the Project Sponsor and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the Project Sponsor and any Consultant with whom the Project Sponsor has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the Project Sponsor (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the Project Sponsor and the Consultant. Such language shall read:

"Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Project Sponsor and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Project Sponsor or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the Project Sponsor from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

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7. **Responsibility for Adequacy of Design.** The Project Sponsor shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Project Sponsor's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the Project Sponsor, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Project Sponsor.

8. **Design Exception Indemnification.** Any design exception to the current version of the American Association of State Highway and Transportation Officials (AASHTO) Design Standards shall be in accordance with 23 C.F.R. § 625. For any design exception, the Project Sponsor agrees to the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) to defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the design exceptions for this Agreement by the Project Sponsor, the Project Sponsor's employees, or subcontractors.

9. **Authorization of Signatory.** The Project Sponsor shall authorize a duly appointed representative to sign for the Project Sponsor any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

10. **Right of Way.** The Project Sponsor agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The Project Sponsor will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The Project Sponsor agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The Project Sponsor shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The Project Sponsor further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) **Right of Way Documentation.** The Project Sponsor will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The Project Sponsor further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The Project Sponsor agrees copies of all documents, including

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recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) **Relocation Assistance.** The Project Sponsor will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Project Sponsor will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the Project Sponsor for any relocations required by the Project.

(d) **Non-Highway Use of Right of Way.** Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) **Use of Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by the Project Sponsor, lying inside or outside the limits of the Project Sponsor as shown on the final Design Plans, for the purpose of constructing the Project.

11. **Removal of Encroachments.** The Project Sponsor shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the Project Sponsor and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

12. **Future Encroachments.** Except as provided by state and federal laws, the Project Sponsor agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

13. **Utilities.** The Project Sponsor agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The Project Sponsor will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the

current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The Project Sponsor shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The Project Sponsor will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The Project Sponsor shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the Project Sponsor as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The Project Sponsor shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the Project Sponsor's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The Project Sponsor will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The Project Sponsor shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law and the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*), the Project Sponsor will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the Project Sponsor except as provided by state and federal laws.

14. Hazardous Waste. The Project Sponsor agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The Project Sponsor shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Project Sponsor shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Project Sponsor will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate

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Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The Project Sponsor shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The Project Sponsor shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Project Sponsor in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the Project Sponsor has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The Project Sponsor reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

15. Inspections. The Project Sponsor is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the Project Sponsor or the Consultant. The Secretary does not undertake for the benefit of the Project Sponsor, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The Project Sponsor will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The Project Sponsor may require additional clothing requirements for adequate visibility of personnel.

16. Traffic Control. The Project Sponsor agrees to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The Project Sponsor shall provide a temporary traffic control plan within the Design Plans, which includes the Project Sponsor plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The Project Sponsor's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American

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Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the Project Sponsor's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the Project Sponsor of the determinations made pursuant to this section.

(b) Permanent Traffic Control. The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) Parking Control. If applicable, the Project Sponsor will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The Project Sponsor shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

17. Access Control. The Project Sponsor will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

18. Maintenance. When the Project is completed and final acceptance is issued, the Project Sponsor will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Project Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

19. Remittance of Estimated Share. The Project Sponsor shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The Project Sponsor will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City/County Funds received by the Project Sponsor from the Secretary. The date indicated for the Project Sponsor to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

20. Payment of Final Billing. If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

21. Accounting. Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the Project Sponsor shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Project Sponsor to any party outside

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of the Secretary and all costs incurred by the Project Sponsor not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

22. **Project Costs Prior to FHWA Approval.** The Project Sponsor agrees to be responsible for one hundred percent (100%) of any Project costs incurred by the Project Sponsor for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

23. **Compliance with Laws.** The Project Sponsor shall comply with all local, state, and Federal laws and regulations relating to the performance of this Agreement. Furthermore, the Project Sponsor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause KDOT to be in violation of the FTA terms and conditions.

24. **Restricted Funding Source.** The Project Sponsor acknowledges and understands Secretary's share of the Project's total, actual, and eligible costs will be funded through federal aid. The Secretary does not assume any liability in connection with the Project. The Project Sponsor shall reimburse the Secretary for any funds approved for this Project and expended by the Secretary for which the Secretary is not reimbursed by the Federal Government.

25. **Cancellation by Project Sponsor.** If the Project Sponsor cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The Project Sponsor agrees to reimburse the Secretary within thirty (30) days after receipt by the Project Sponsor of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

GENERAL FEDERAL REQUIREMENTS:

1. **Anti-Lobbying.** If the total value of this agreement exceeds \$100,000.00, a **Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment** will be attached and made a part of this Agreement. Such certification must state the recipient of the federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

2. **FHWA Approval.** This Agreement is subject to the approval of the Federal Highway Administration (FHWA).

3. **Debarment & Suspension.** If the total value of this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, the LPA is required to verify that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this

transaction by any federal department or agency. A **Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment** will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.

4. **Davis-Bacon Act Requirements.** As provided at 23 U.S.C. 133(i), all projects funded with STBG funding, notwithstanding any other provision of law, shall be treated as located on a Federal-aid highway. Accordingly, 23 U.S.C 113 applies, and Davis-Bacon wage rates must be paid. In general, Davis-Bacon requires that all laborers and mechanics employed by the applicant, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work on an award or project in excess of \$2000 funded directly by or assisted in whole or in part by funds made available under STBG shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA). For additional guidance on how to comply with DBA provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>. See also <https://www.fhwa.dot.gov/construction/cqit/dbacon.cfm>.

5. **System for Award Management.** The Project Sponsor has registered with the System for Award Management (<http://www.sam.gov>), which provides a Unique Entity Identifier (SAM). The Project Sponsor shall maintain such registration at all times during which it has active federal awards.

6. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

7. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

8. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). Further, the Project Sponsor agrees to the following provisions:

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(a) Audit. It is the policy of the Secretary to make any final payments to the Project Sponsor for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(b) Audit Report. The Secretary may pay any final amount due for the authorized work performed based upon the Project Sponsor's most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The Project Sponsor, by executing this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The Project Sponsor agrees to refund payment made by the Secretary to the Project Sponsor for items subsequently found to be not eligible for reimbursement by audit.

(c) Agency Audit. The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the Project Sponsor will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the Project Sponsor for items considered Non-Participating Costs, the Project Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE VI

GENERAL PROVISIONS:

1. Incorporation of Design Plans. The final Design Plans for the Project are by this reference made a part of this Agreement.
2. Amendments. Any change in this Agreement, whether by modification and/or supplementation must be accomplished by a formal contract amendment or supplement signed and approved by the duly authorized representatives of the Project Sponsor and the Secretary.
3. Civil Rights Act. The **Civil Rights Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

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4. **Contractual Provisions.** The provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are hereby incorporated into and made a part of this Agreement.

5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

6. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Project Sponsor and their successors in office.

8. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

10. **Severability.** If any provision of this Agreement, or any attachment hereto, is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature page immediately follows this paragraph.

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IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

Signed by the Mayor on this 1st day of July, 2025.

PROJECT SPONSOR:
 CITY OF BEL AIRE, KANSAS


 JIM BENAGE, MAYOR

ATTEST:




 MELISSA KREIBIEL, CITY CLERK

07/01/2025
 DATE

APPROVED AS TO FORM ONLY:


 MARIA SCHROCK, CITY ATTORNEY

7-3-25
 DATE

(SEAL)

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Kansas Department of Transportation
 Secretary of Transportation

By: **Greg Schieber**
Digitally signed by Greg Schieber
 DN: CN=Greg Schieber, O=Kansas Department
 of Transportation, L=Topeka, S=Kansas, C=US
 Date: 2025.07.10 09:51:52-0500

 Greg M. Schieber, P.E. (Date)
 Deputy Secretary and
 State Transportation Engineer

Approved as to form:

Form Approved	
By	LAD 07/09/2025
Legal Dept. KDOT	

INDEX OF ATTACHMENTS

- ☒ Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities
- ☒ Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments
- ☐ Certification Against Contingent Fees
- ☐ Certificate of Compliance with K.S.A. § 46-239(c)
- ☐ Policy Regarding Sexual Harassment
- ☐ Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel
- ☒ Civil Rights Act
- ☒ Contractual Provisions Attachment (DA-146a)

*Note – If left unchecked, then inapplicable.

**Federal Funds Lobbying Certification Attachment
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

7-8-25

(Date)

By:

JIM BENAGE, MAYOR

Jim Benage

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR
CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

- (1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) does not have a proposed debarment pending;
- (4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: CITY OF BEL AIRE

Address: 7651 EAST CENTRAL PARK AVENUE

City/State/Zip: BEL AIRE, KS 67226

Authorized Company Official's Name and Title: JIM BENAGE, MAYOR
(Typed or Printed)

Signature of Authorized Representative: Jim Benage
(Date)

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FIIWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration's nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
 Department of Administration DA-146a
 (Rev. 05-25)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), 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 _____ day of _____, 20____.

1. **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.
2. **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.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party 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. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party 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 non-State Agency Contracting Party 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) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party 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 non-State Agency Contracting Party 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.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does 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 Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency 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.
10. **Insurance:** The Contracting State Agency 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 non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **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.*
12. **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 Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **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.
14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

City of Bel Aire

Monthly Progress Report – August 2025

Prepared by: Marty McGee, Public Works Director

Water

- Water Main Project:
 - - Preconstruction meeting with UMC held on August 1.
 - - Construction began on August 4, following July 5 Council approval.
- South Water Tower:
 - - Three 12" valves replaced on August 15 to regulate levels.
- Water Main Break:
 - - On August 4, a 4" main broke at 4321 Bellmore.
 - - 22 homes (Bellmore St. and 5700–5800 block of Odessa) lost service between 11:00 AM – 1:15 PM.
 - - Service Shutoffs: 62 shutoffs completed in August.

Streets

- Maintenance & Repairs:
 - - Potholes filled at 53rd & Rock Rd on August 1.
 - - Street removal at 48th & Hedgerow on August 7 to access 12" valve for UMC project.
- Aurora Park:
 - - All gravel roads graded August 4.
 - - Rock delivered from Northridge Sand; project to begin once ditch regrading is complete.

Sewers

- Equipment:
 - - New bypass pump delivered August 2 by United Rentals.
- Lift Stations:
 - - 53rd Street and Harding lift stations cleaned.

- SCADA System: Evaluation ongoing; goal is to advance before move to new facility.

Parks

- Inspections: Completed with minimal findings.
- Eagle Lake: Section re-graded and seeded; project completed.
- Maintenance: All parks, interior/exterior ditches mowed.
- Volleyball Court: Installation pending final location decision.

Stormwater

- Resurrection Church & School:
 - - Storm drainpipe cleaned on August 7.
 - - Two drainage pipes repaired.
 - - Asphalt driveways at school entrance and exit replaced.

Special Events / Training

- Webinar (August 14): Attended by Adam Goldsmith and Rance Kindred – 'Understanding Installation from a Field Observation Perspective' (sponsored by American Concrete Pipe Association).
- - Topics included trench excavation, joint types, product inspection, and long-term maintenance.

Safety

- Monthly Safety Topic: Back Injury Prevention.
- All staff participated.



North side of Resurrection Church



South driveway of Resurrection School



48th and Hedgerow concrete removal to allow us to get on the 12" Valve



5800 block of Odessa 4" main with long 2 services that we replaced because of pipe damage.



Eagle Lake, dirt work for proper drainage.



South Water tower replaced three valves.

STAFF REPORT

DATE: September 9, 2025

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

FROM: Brian Hayes, Recreation Director

RE: August Activities

Recreation.

- Another successful summer of Day Camp concluded at capacity on August 1st.
- Taekwondo class participation was steady with 15 students.
- Exercise classes were steady with 20 participants.
- Soccer Stars and Tumbling summer sessions were completed as well.
- August drop-in gym use was steady with 533 compared to 540 in July.
- The reseeded areas of the soccer field are about 90% filled in so soccer games will again be played there beginning September 13th. Topdressing and more temporary seeding of the winterkilled baseball/softball areas were performed and has been marginally successful. Preseason soccer practices and flag football practices & games will be located on the better areas of these fields. Plans are to repair back to normal standards next year.
- Public Works assisted in regrading the outdoor walking trail. The surface was severely washed out and in need of repair. Additional rock will be added to the surface once the grading is complete.
- A location in the Southwest corner of the Rec Complex has been proposed to relocate the sand volleyball court which was removed at Eagle Lake.
- A RFP to renovate the Rec playground went out on August 29th. The proposal is tentatively scheduled to be presented to council on October 7th.
- Over 200 youth have registered so far for volleyball, soccer and flag football. Practices begin in September and depending on the weather will run through late October. Additional upcoming programs include tumbling, dance, Girls on the Run, Soccer Stars, TGA Golf. and the Fall Festival in October.

Seniors

- 1028 seniors signed in for cards, pickleball, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 949 in July.
- Some programs included Enhance Fitness, an outing, and several presentations. In all there were 16 ongoing programs, 5 special activities, and 6 educational sessions offered.

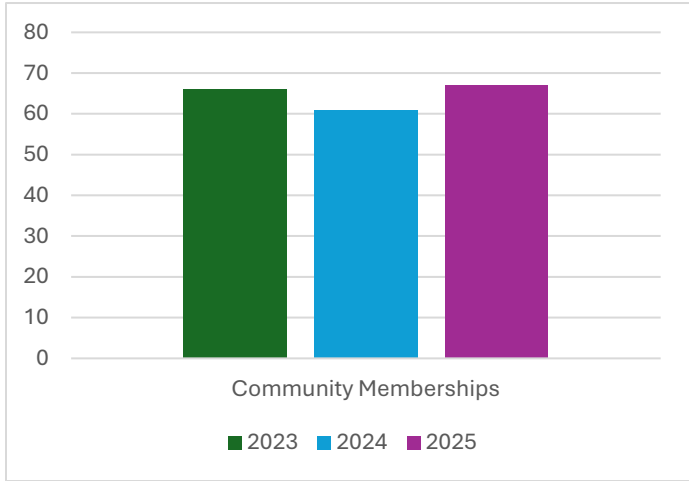
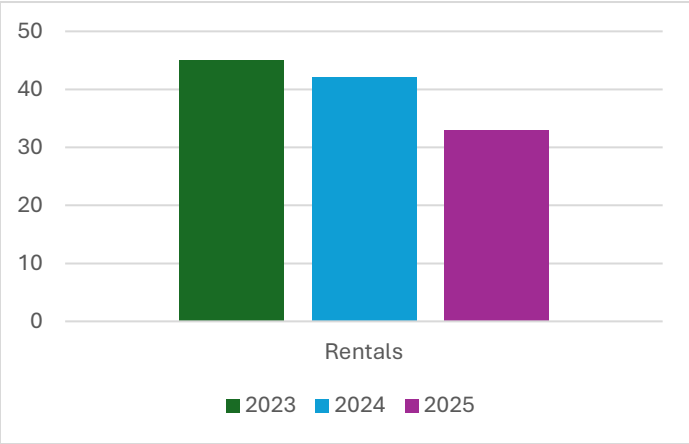
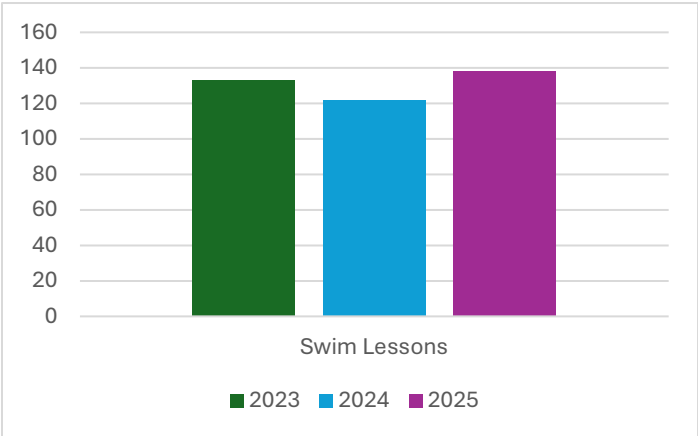
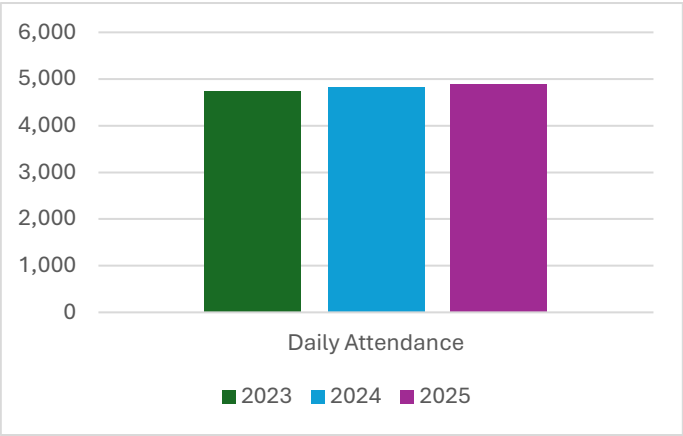
- Upcoming Senior activities include a new fitness class, a dinner with entertainment, a musical, several presentations, as well as the many ongoing baseline programs, games, crafts, and communications.

Swimming Pool

- The pool closed for the season on August 10th and despite the summer’s abnormal weather, attendance was good. *See data below.*
- The annual Hot Dawgs Pool party was held on August 11th with nearly 50 dogs and their families enjoying one last swim. Thanks to our sponsors Heartland Vet Clinic, the Hairy Sofa, and Century Manufacturing.
- The pool is scheduled to be winterized on September 15th.
- Staff is finalizing quotes to replace the pool filter and cover yet this year.

Central Park Swimming Pool

Pool Participation	2023	2024	2025
Daily Attendance	4,728	4,837	4,891
Swim Lessons	133	122	138
Rentals	45	42	33
Community Memberships	66	61	67



**Budget Report**
Group Summary

For Fiscal: 2025 Period Ending: 08/31/2025

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	303,556.07	10,152,055.87	1,040,301.87	11.42%
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	303,556.07	10,152,055.87	1,040,301.87	-11.42%
Department: 100 - ADMINISTRATION						
50 - EXPENSES - PERSONNEL	1,188,818.00	1,188,818.00	96,824.75	816,939.10	371,878.90	31.28%
60 - EXPENSES - COMMODITIES	137,600.00	137,600.00	5,782.96	73,441.21	64,158.79	46.63%
70 - EXPENSES - CONTRACTUAL	304,850.00	304,850.00	69,942.31	642,995.16	-338,145.16	-110.92%
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	172,550.02	1,533,375.47	107,893.53	6.57%
Department: 120 - POLICE						
50 - EXPENSES - PERSONNEL	1,850,225.00	1,850,225.00	130,536.38	1,179,788.02	670,436.98	36.24%
60 - EXPENSES - COMMODITIES	177,800.00	177,800.00	17,284.54	90,444.55	87,355.45	49.13%
70 - EXPENSES - CONTRACTUAL	235,600.00	235,600.00	12,792.02	189,589.92	46,010.08	19.53%
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	160,612.94	1,467,653.22	795,971.78	35.16%
Department: 130 - RECREATION						
50 - EXPENSES - PERSONNEL	423,875.00	423,875.00	34,862.68	301,951.19	121,923.81	28.76%
60 - EXPENSES - COMMODITIES	99,200.00	99,200.00	5,921.63	61,690.20	37,509.80	37.81%
70 - EXPENSES - CONTRACTUAL	92,050.00	92,050.00	5,800.31	68,582.79	23,467.21	25.49%
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	46,584.62	495,497.18	238,627.82	32.51%
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	800.00	15,839.22	-15,839.22	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	742,586.00	2,167,646.00	0.00	0.00%
Department: 140 - LAND BANK Total:	2,245,646.00	2,245,646.00	743,386.00	2,183,847.22	61,798.78	2.75%
Department: 150 - PARKS						
50 - EXPENSES - PERSONNEL	161,350.00	161,350.00	14,845.22	125,859.96	35,490.04	22.00%
60 - EXPENSES - COMMODITIES	57,850.00	57,850.00	4,969.86	32,509.66	25,340.34	43.80%
70 - EXPENSES - CONTRACTUAL	37,000.00	37,000.00	1,920.44	20,771.53	16,228.47	43.86%
80 - EXPENSES - CAPITAL PROJECTS	80,000.00	80,000.00	0.00	67,544.62	12,455.38	15.57%
Department: 150 - PARKS Total:	336,200.00	336,200.00	21,735.52	246,685.77	89,514.23	26.63%
Department: 160 - PLANNING & ZONING						
50 - EXPENSES - PERSONNEL	455,750.00	455,750.00	31,939.29	289,069.09	166,680.91	36.57%
60 - EXPENSES - COMMODITIES	26,800.00	26,800.00	84.65	4,532.22	22,267.78	83.09%
70 - EXPENSES - CONTRACTUAL	55,000.00	55,000.00	2,032.96	28,898.39	26,101.61	47.46%
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	34,056.90	322,499.70	215,050.30	40.01%
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	887.02	13,490.57	9,309.43	40.83%
70 - EXPENSES - CONTRACTUAL	261,000.00	261,000.00	13,073.00	161,641.02	99,358.98	38.07%
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	1,365,000.00	1,365,000.00	0.00	0.00%

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 190 - FACILITIES Total:	1,688,800.00	1,688,800.00	1,378,960.02	1,540,131.59	148,668.41	8.80%
Total Revenues	9,111,754.00	9,111,754.00	303,556.07	10,152,055.87	1,040,301.87	11.42%
Total Expenses	9,447,215.00	9,447,215.00	2,557,886.02	7,789,690.15	1,657,524.85	17.55%
Fund: 100 - General Fund Surplus (Deficit):	-335,461.00	-335,461.00	-2,254,329.95	2,362,365.72	2,697,826.72	804.21%

Budget Report

For Fiscal: 2025 P

Section XIV, Item C. 5

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	1,021,750.64	1,199,329.35	-74,350.65	5.84%
50 - EXPENSES - PERSONNEL	111,495.00	111,495.00	9,237.26	84,448.17	27,046.83	24.26%
60 - EXPENSES - COMMODITIES	164,700.00	164,700.00	26,103.49	87,434.08	77,265.92	46.91%
70 - EXPENSES - CONTRACTUAL	137,500.00	137,500.00	11,711.46	109,417.48	28,082.52	20.42%
80 - EXPENSES - CAPITAL PROJECTS	955,000.00	955,000.00	846,502.90	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	128,195.53	-1,137,788.15	-1,042,773.15	-1,097.48%
Total Revenues	1,273,680.00	1,273,680.00	1,021,750.64	1,199,329.35	-74,350.65	5.84%
Total Expenses	1,368,695.00	1,368,695.00	893,555.11	2,337,117.50	-968,422.50	-70.76%
Fund: 200 - Special Street & Highway Surplus (Deficit):	-95,015.00	-95,015.00	128,195.53	-1,137,788.15	-1,042,773.15	-1,097.48%

Budget Report

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	8,358.56	80,538.60	-44,461.40	35.57%
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	8,358.56	-2,592,099.36	-2,712,099.36	2,260.08%
Total Revenues	125,000.00	125,000.00	8,358.56	80,538.60	-44,461.40	35.57%
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	8,358.56	-2,592,099.36	-2,712,099.36	2,260.08%

Budget Report

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	1,092,132.27	3,970,530.63	-426,170.37	9.69%
80 - EXPENSES - CAPITAL PROJECTS	4,382,500.00	4,382,500.00	3,877.06	562,868.38	3,819,631.62	87.16%
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	1,088,255.21	3,407,662.25	3,393,461.25	23,895.93%
Total Revenues	4,396,701.00	4,396,701.00	1,092,132.27	3,970,530.63	-426,170.37	9.69%
Total Expenses	4,382,500.00	4,382,500.00	3,877.06	562,868.38	3,819,631.62	87.16%
Fund: 410 - Bond & Interest Surplus (Deficit):	14,201.00	14,201.00	1,088,255.21	3,407,662.25	3,393,461.25	23,895.93%

Budget Report

For Fiscal: 2025 P

Section XIV, Item C.

 5

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	372,490.57	2,341,586.77	-1,701,849.23	42.09%
50 - EXPENSES - PERSONNEL	455,420.00	455,420.00	32,516.89	225,942.94	229,477.06	50.39%
60 - EXPENSES - COMMODITIES	727,400.00	727,400.00	134,333.01	384,408.18	342,991.82	47.15%
70 - EXPENSES - CONTRACTUAL	2,490,000.00	2,490,000.00	125,032.70	953,743.76	1,536,256.24	61.70%
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	310,000.00	310,000.00	0.00	0.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	8,900.00	8,900.00	-229,392.03	361,518.39	352,618.39	-3,962.00%
Total Revenues	4,043,436.00	4,043,436.00	372,490.57	2,341,586.77	-1,701,849.23	42.09%
Total Expenses	4,034,536.00	4,034,536.00	601,882.60	1,980,068.38	2,054,467.62	50.92%
Fund: 520 - Water Utility Surplus (Deficit):	8,900.00	8,900.00	-229,392.03	361,518.39	352,618.39	-3,962.00%

Budget Report

For Fiscal: 2025 P Section XIV, Item C. 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	316,422.50	2,399,041.50	-870,830.50	26.63%
50 - EXPENSES - PERSONNEL	355,290.00	355,290.00	36,049.37	316,169.26	39,120.74	11.01%
60 - EXPENSES - COMMODITIES	501,000.00	501,000.00	75,527.25	124,732.34	376,267.66	75.10%
70 - EXPENSES - CONTRACTUAL	1,722,400.00	1,722,400.00	48,835.59	1,524,644.34	197,755.66	11.48%
80 - EXPENSES - CAPITAL PROJECTS	431,690.00	431,690.00	0.00	15,844.72	415,845.28	96.33%
90 - EXPENSES - TRANSFERS	330,000.00	330,000.00	330,000.00	330,000.00	0.00	0.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	-70,508.00	-70,508.00	-173,989.71	87,650.84	158,158.84	224.31%
Total Revenues	3,269,872.00	3,269,872.00	316,422.50	2,399,041.50	-870,830.50	26.63%
Total Expenses	3,340,380.00	3,340,380.00	490,412.21	2,311,390.66	1,028,989.34	30.80%
Fund: 530 - Sewer Utility Surplus (Deficit):	-70,508.00	-70,508.00	-173,989.71	87,650.84	158,158.84	224.31%

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	68,958.06	530,530.49	-194,469.51	26.82%
70 - EXPENSES - CONTRACTUAL	650,000.00	650,000.00	51,918.80	352,024.19	297,975.81	45.84%
90 - EXPENSES - TRANSFERS	100,000.00	100,000.00	100,000.00	100,000.00	0.00	0.00%
Department: 540 - SOLID WASTE Surplus (Deficit):	-25,000.00	-25,000.00	-82,960.74	78,506.30	103,506.30	414.03%
Total Revenues	725,000.00	725,000.00	68,958.06	530,530.49	-194,469.51	26.82%
Total Expenses	750,000.00	750,000.00	151,918.80	452,024.19	297,975.81	39.73%
Fund: 540 - Solid Waste Utility Surplus (Deficit):	-25,000.00	-25,000.00	-82,960.74	78,506.30	103,506.30	414.03%

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	10,366.84	85,674.38	-13,825.62	13.90%
70 - EXPENSES - CONTRACTUAL	10,000.00	10,000.00	26,918.54	29,288.54	-19,288.54	-192.89%
80 - EXPENSES - CAPITAL PROJECTS	400,000.00	400,000.00	122,097.80	131,565.19	268,434.81	67.11%
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	-138,649.50	-75,179.35	235,320.65	75.79%
Total Revenues	99,500.00	99,500.00	10,366.84	85,674.38	-13,825.62	13.90%
Total Expenses	410,000.00	410,000.00	149,016.34	160,853.73	249,146.27	60.77%
Fund: 550 - Stormwater Utility Surplus (Deficit):	-310,500.00	-310,500.00	-138,649.50	-75,179.35	235,320.65	75.79%
Report Surplus (Deficit):	-693,383.00	-693,383.00	-1,654,512.63	2,492,636.64	3,186,019.64	459.49%

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	-2,254,329.95	2,362,365.72	2,697,826.72
200 - Special Street & Highway	-95,015.00	-95,015.00	128,195.53	-1,137,788.15	-1,042,773.15
400 - Land Bank Fund	120,000.00	120,000.00	8,358.56	-2,592,099.36	-2,712,099.36
410 - Bond & Interest	14,201.00	14,201.00	1,088,255.21	3,407,662.25	3,393,461.25
520 - Water Utility	8,900.00	8,900.00	-229,392.03	361,518.39	352,618.39
530 - Sewer Utility	-70,508.00	-70,508.00	-173,989.71	87,650.84	158,158.84
540 - Solid Waste Utility	-25,000.00	-25,000.00	-82,960.74	78,506.30	103,506.30
550 - Stormwater Utility	-310,500.00	-310,500.00	-138,649.50	-75,179.35	235,320.65
Report Surplus (Deficit):	-693,383.00	-693,383.00	-1,654,512.63	2,492,636.64	3,186,019.64

MANAGER'S REPORT

DATE: October 2, 2025
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: October 7, 2025 Agenda



Consent Agenda (Item VI)

The Consent Agenda contains the Minutes of the September 2nd regular City Council meeting and the September 9th special meeting.

Appropriations Ordinance (Item VII)

AP Ordinance 25-17 - This appropriation ordinance encompasses 08/27/2025 through 09/09/2025 expenses and one payroll cycle. Expenditures amounted to \$525,713.10. Of the reported expenses, \$11,230.90 are infrastructure costs for new developments. These costs are paid through special assessments.

AP Ordinance 25-18 - This appropriation ordinance encompasses 09/10/2025 through 09/30/2025 expenses and two payroll cycles. Expenditures amounted to \$3,155,586.35. Of the reported expenses, \$856,744.48 are infrastructure costs for new developments. These costs are paid through special assessments.

Ordinance and Resolution, General Obligation Bonds, Series 2025A (Items A & B)

On September 2nd, the Council authorized the sale of general obligation bonds. These bonds will retire temp notes for projects that were special assessed in September. Bids are scheduled to be taken for the bonds on October 7th, before the City Council meeting. The bonds will be for 20 years and special assessments collected from the benefiting lots will cover the annual bond payments. Now the Ordinance and Resolution (Items A&B) come before Council for consideration. The Ordinance will finalize the sale to the chosen bidder, and the Resolution will determine further details, such as delivery of the Bonds. The projects are listed in the packet. Kevin Cowan and Adam Pope will be present to answer any questions.

Resolution for G. O. Temporary Notes, Series 2025B (Item C)

On September 2nd, the Council authorized the sale of Temporary Notes to fund new improvements petitioned by property owners. Now, Council will consider a Resolution finalizing the sale of the Temp Notes. The temp note is for a period of three years. After the improvements are completed with total costs determined, a GO bond will be issued to pay off the temp note and permanently finance the improvements for 20 years. The projects are listed in the packet. Kevin Cowan can also answer any questions related to the Temp Notes.

Contract with MKEC, Skyview at Webb, Phase 1 (Item D)

The Developer is ready to begin engineering design for Phase 1 of the Skyview at Webb development. They previously worked with MKEC on the subdivision platting and have asked MKEC to provide an agreement for engineering design and staking services for Phase 1 of the development.

Over the past 10 years, the City of Bel Aire has experienced significant growth. Throughout this growth, the City has allowed Developers to work with their preferred engineering firms, providing the Developer with a sense of security and confidence by working with a trusted partner. The City has employed an in-house City Engineer for the past decade, who works closely with the chosen engineering firm to ensure that the City's neighborhood development standards and preferences are met. To our knowledge, the City has never required developers to solicit competitive bids for engineering services or mandated the use of a particular firm. A competitive bidding process has, however, always been required for the construction of water, sanitary sewer, paving, grading, and drainage infrastructure. Special assessments on future homeowners cover all development-related costs, including this contract for engineering.

Over the past month, MKEC, the City Engineer, and the City Attorney have met several times to develop the agreement now before you. Maria and Anne will be available at the meeting to answer questions.

Proposal for Trial Odor and Corrosion Control in sewer lift stations (Item E)

To address hydrogen sulfide odors and pipeline degradation in the sanitary sewer system between the Webb Road and 53rd Street North lift stations, a pilot study is recommended. The study will use SulFeLox, a chemical from USP Technologies, to control the issues. At a cost of \$14,904, the pilot includes installing dosing systems at the Webb Road and 53rd St. N lift stations, regular monitoring and technical support, and will conclude with a full report on the findings. If successful, the city may proceed with an annual agreement for the service. Rebecca Lewis with Burns and McDonnell will be at the meeting to answer any questions.

Authorizing Purchase of Parking Lot Light for new Public Works Facility (Item F)

On April 1, 2025, the Bel Aire City Council authorized a contingency amount of \$100,000 and granted the City Manager authority to sign change orders up to \$25,000. Bel Aire staff, the owner's representative, and the contractor have been meeting regularly to review progress and address any issues encountered. One issue identified during the project involved the required number of parking lot lights. The original plans called for one light, but after a thorough review of the photometric plan, it was determined that two lights are required to meet City Code.

The motion before you tonight would authorize the City Manager to sign a change order in the amount of \$33,268.40 to install the additional parking lot light and base. With this authorization, the total project contingency costs remain below the \$100,000 approved by City Council on April 1, 2025.

Resolution, Commitment of Matching Funds for 53rd Street Multi-Use Path (Item G)

In 2024, we reconstructed 53rd Street and planned for a sidewalk/multi-use path to be installed along 53rd Street from Woodlawn to Oliver. The City issued temporary notes totaling \$2,600,000. With the completion of the road project, \$396,282 remains.

The City applied for grant funding from WAMPO in 2023 to assist with constructing the multi-use path. The City was awarded the grant in the amount of \$292,242 and accepted an agreement with KDOT in July 2025. The agreement is included in your packet. In early 2025, engineers on the project experienced delays as the City needed to ensure compliance with KDOT standards and processes. Since that time, construction cost estimates have risen, resulting in an increase in the City's share of the cost. Garver was recently tasked to review the project and evaluate what cost drivers might have been involved in the higher than anticipated cost of the project. In your packet, I have provided a report that includes Garver's findings and some options for the Council to discuss.

Also included in your packet is a Resolution provided by KDOT to award the contract to the lowest bidder and commit the City's share of the funds. If approved, the City's matching funds contribution will be \$335,000. I will be available at the meeting for questions. Ken Lee will also be present.

Executive Session

Two executive sessions are on the agenda.

Discussion and Future Issues – October Workshop

The next City Council workshop is scheduled for 7:00 p.m. on October 14, 2025.